



# 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

### AGENDA

#### REGULAR MEETING #19 -2021

SEPTEMBER 14, 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 4](#)
  - C. Additions and Deletions to the Agenda
3. Comments from the Public
4. Status Updates
  - A. Loxahatchee River Watershed [Page 10](#)
  - B. Loxahatchee River District Dashboard [Page 11](#)
5. Consent Agenda (see next page) [Page 12](#)
6. Regular Agenda
  - A. Consent Agenda Items Pulled for Discussion
  - B. Busch Wildlife Sanctuary [Page 104](#)
  - C. Governing Board Redistricting Using 2020 Census [Page 109](#)
  - D. Chapter 31-1 Organization, Policies, and Procedures [Page 113](#)
  - E. Fiscal Year 2022 Budget [Page 127](#)
7. Reports (see next page) Pulled for Discussion
8. Future Business [Page 220](#)
9. Board Comments
10. Adjournment

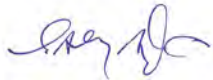
"...if a person decides to appeal any decision made by the Board, with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes 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](https://loxahatcheeriver.org)

  
Submitted by  
Date: September 2, 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. Annual Lawn /Landscape Maintenance Services (Terracon Services, Inc.)  
– to approve contract [Page 14](#)
- B. Audit Services Contract – to approve renewal [Page 16](#)
- C. Bill Printing and Postage (Arista) – to approve contract [Page 25](#)
- D. Biosolids Hauling (Synagro) – to approve contract [Page 27](#)
- E. Biosolids Processing (Solid Waste Authority) – to approve contract [Page 29](#)
- F. Bulk Fuel Procurement – to authorize purchase [Page 30](#)
- G. Bulk Polymer (SNF Polydyne) – to approve contract [Page 32](#)
- H. Chlorine (Brenntag Mid-South) – to approve contract [Page 39](#)
- I. First Billing Merchant Service – to approve revised Purchase Order for FY2021 and new Purchas Order for FY2022 [Page 40](#)
- J. Home Depot Open Purchase Order – to authorize annual purchase order [Page 42](#)
- K. Investment Advisory Services – to approve contract [Page 43](#)
- L. Low Pressure General Construction Services/19-008LPSSGENCONSTR –  
to approve contract extension [Page 49](#)
- M. Odor Control (Evoqua) – to approve contract [Page 51](#)
- N. Retirement Plan – to approve revised Money Purchase Plan and Trust  
Adoption Agreement [Page 53](#)
- O. Fixed Asset Disposal – to approve disposal [Page 96](#)
- P. Change Orders to Current Contracts – to approve modifications [Page 98](#)

## 7. REPORTS

- A. Neighborhood Sewering [Page 155](#)
- B. Legal Counsel's Report [Page 157](#)
- C. Engineer's Report [Page 163](#)
- D. Busch Wildlife Sanctuary [Page 174](#)
- E. Director's Report [Page 177](#)



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CHAIRMAN

**Stephen B. Rockoff**  
BOARD MEMBER

**Dr. Matt H. Rostock**  
BOARD MEMBER

**James D. Snyder**  
BOARD MEMBER

### AGENDA PUBLIC HEARING #11-2021 SEPTEMBER 14, 2021 - 6:55 P.M. AT DISTRICT OFFICES ALL MEETINGS ARE OPEN TO THE PUBLIC

1. Call to Order and Pledge of Allegiance
2. Roll Call
3. To receive public comments pertaining to the Final Budget for the 2022 Fiscal Year
4. Comments from the Board
5. Adjournment

"if a person decides to appeal any decision made by the Board, with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based."

Submitted by:  
Date: September 2, 2021

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Water Reclamation - Environmental Education - River Restoration



# 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: September 14, 2021  
RE: Approval of Meeting Minutes

Attached herewith are the minutes of the Regular Meeting of July 15, 2021 and the postponed Regular Meeting of August 19, 2021. As such, the following motion is presented for your consideration.

"THAT THE GOVERNING BOARD approve the minutes of the July 15, 2021 Regular Meeting and the postponed Regular Meeting of August 19, 2021 as submitted."

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Water Reclamation - Environmental Education - River Restoration

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

1. CALL TO ORDER

Chairman Boggie called the Regular Meeting of July 15, 2021 to order at 7:00 PM and explained the various methods of attending the meeting (in person, electronically or telephonically).

2. ADMINISTRATIVE MATTERS

A. ROLL CALL

The following Board Members were in attendance:

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

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

Consultants in attendance were Mr. Curtis Shenkman and Mr. Hunter Shenkman, Ms. Marshall from Baxter & Woodman (via GotoWebinar), Lisa Wynne from BWS and Sam Ciminello from Kimley-Horn

B. PREVIOUS MEETING MINUTES

The minutes of the Public Hearings and Regular Meeting of June 17, 2021 were presented for approval and the following motion was made.

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

“THAT THE GOVERNING BOARD approve the minutes of the June 17, 2021 Public Hearings and Regular Meeting as submitted.”

C. ADDITIONS & DELETIONS TO THE AGENDA

None

3. COMMENTS FROM THE PUBLIC

Gianni & Ivana Bertuzzelli – 502 Pelican Lane N, Jupiter FL 33458

They are happy to have the sewer service however, the cost burden seems to be greater than what is equitable for their properties. They own 4 properties on 181<sup>st</sup> Street and would like to be charge by frontage instead of service

#### 4. STATUS UPDATES

##### A. LOXAHATCHEE WATERSHED STATUS

Mr. Howard briefed on Dry Season Wrap-up and Supplemental Flows

##### 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 July 15, 2021 as presented.”

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

##### A. Fixed Asset Disposal – to Approve Disposal

“THAT THE GOVERNING BOARD authorize the Executive Director to dispose of tangible personal property asset number TE0093 in accordance with the District’s Disposal of Surplus Tangible Personal Property Policy.”

##### B. Change Orders to Current Contracts – to approve modifications

No change orders were presented.

#### 6. REGULAR AGENDA

##### A. CONSENT AGENDA ITEMS PULLED FOR DISCUSSION

##### B. Final Assessment 197th Place North

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

“THAT THE DISTRICT GOVERNING BOARD approve Resolution 2021-13 adopting the 197TH PLACE NORTH Final Assessment Roll.”

C. Busch Wildlife Sanctuary Request for License Agreement Renewal

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

“THAT THE DISTRICT GOVERNING BOARD renew the LRD-BWS Restated License Agreement for one additional year (March 22, 2022 to March 21, 2023), contingent upon the BWS Board by July 31, 2021 and for the full duration of the License Agreement, making changes to (1) eliminate or limit the authority and control exercised by its Executive Committee, (2) reestablish the rightful control by the BWS Board, and (3) agree not to establish any committee, policy or procedure that limits the participation of the full BWS Board in all Board matters, with all such changes being subject to the approval of LRD Board at a subsequent LRD meeting.”

**Recess for 5 minutes from 8.20 to 8.25**

D. Fiscal Year 2022 Budget - Draft 1

Dr. Arrington reviewed the Draft budget for Fiscal Year 2022

7. REPORTS

The following reports stood as written.

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

8. FUTURE BUSINESS

Dr. Arrington reviewed the Future Business report.

9. COMMENTS FROM THE BOARD

Mr. Boggie acknowledged final approval of the revised LRD Enabling Act, Chapter 2021-249, Laws Of Florida

Dr. Rostock gave a shout out to Dr. Arrington for shepherding the Enabling Act.  
Mr. Rockoff commended Mr. Boggie for spearheading the Enabling Act project.

10. ADJOURNMENT

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

“That the regular meeting of July 15, 2021 adjourns at 8:55 PM.”

\_\_\_\_\_  
BOARD CHAIRMAN

\_\_\_\_\_  
BOARD SECRETARY

\_\_\_\_\_  
RECORDING SECRETARY



LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT  
REGULAR MEETING - MINUTES  
AUGUST 19, 2021

It is August 19, 2021, 7pm, the time appointed for the Regular Meeting #18-2021 of the Loxahatchee River District Governing Board.

I am Dr. Matt Rostock, Governing Board member of the Loxahatchee River District.

Due to COVID, the Board is unable to convey a quorum of three Board members physically present.

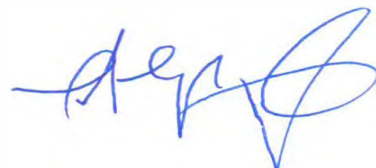
Announced at this meeting is the date and time to reconvene this meeting to seek a quorum is Thursday, September 16, 2021, at 7:00 pm.

The date and time of the reconvened meeting has already been published as the regular public meeting for September.

We apologize for any inconvenience. The time is 7:30 pm, and we are going off the record until the reconvened meeting.



**LRD Board Member**



**LRD Executive Director**

8/19/21

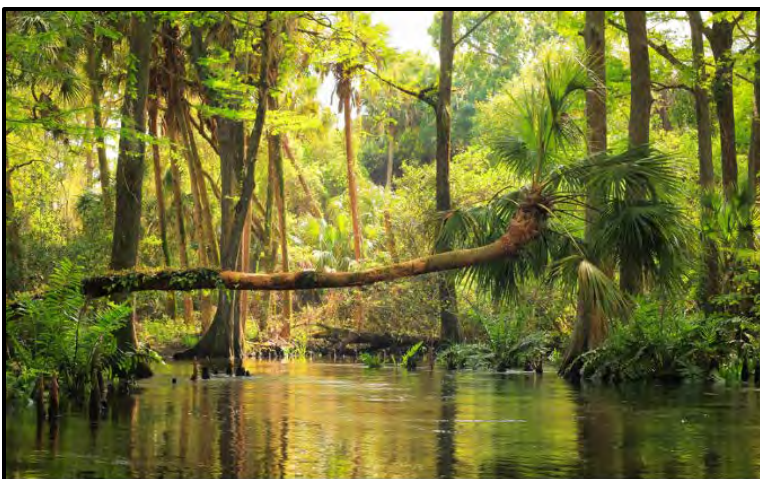
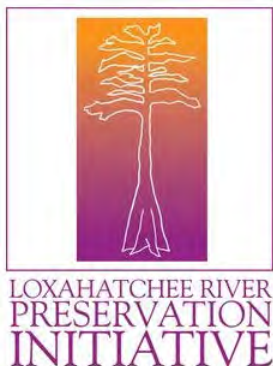


## Loxahatchee River Watershed Status Loxahatchee River Preservation Initiative (LRPI) Project Proposals for Fiscal Year 2023

The Loxahatchee River Preservation Initiative (LRPI) is a multi-agency partnership dedicated to restoration work in the Loxahatchee River watershed. Since the inception in 2000, the LRPI partners have effectively leveraged state and local funds to complete over \$45M of restoration projects that provide tangible environmental benefits to preserve and protect the Loxahatchee River.


Each year, partners submit project proposals that are evaluated and ranked by the committee members. The group then submits a funding request to the Florida Legislature for partial funding of the selected projects.

On August 9, 2021, the LRPI members scored and ranked the proposed projects for funding consideration for FY2023. At our meeting we will provide a summary of the interesting restoration projects proposed by the committee members.



# 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%	< (30)	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	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	9%	4	0	50; 0	6.9	0	1,221	0	0	\$ 35,344,038	100%	86%	75%		0	14.0	5 > 200
	Oct	19%	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	50%	27	1*	642; 0	7.4	0	1,134	0	0	\$ 37,037,535	100%	88%	100%	(19)	0	21.7	0 > 200
	Feb	65%	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	99%	14	1	40; 0	7.3	0	1,467	0	0	\$ 39,571,784	98%	83%	75%	(25)	0	32.6	0 > 200
	Apr	134%	27	0	1,000; 1	7.3	1	1,392	0	0	\$ 39,702,370	97%	87%	76%	(19)	5	32.2	1 > 200
	May	92%	12	0	612; 1	6.9	0	1,362	4	1	\$ 41,642,323	96%	86%	76%	(15)	0	32.1	1 > 200
	June	142%	9	0	8; 0	6.7	0	1,404	16	0	\$ 41,162,307	95%	88%	76%	(17)	0	32.0	3 > 200
	July	205%	10	0	266; 0	6.6	0	1,336	0	0	\$ 40,444,121	95%	94%	76%	(27)	0	27.2	2 > 200
	Aug	160%	14	1	2,060; 0	6.9	0	1,243	0	0	\$ 42,047,326	95%	89%	76%	(42)	0	16.9	5 > 200
Consecutive Months at Green		6	4	0	2	147	4	131	2	3	144	9	5	0	0	4	0	0
Metric Owner		O'Neill	Pugsley	Dean	Dean	Pugsley	Pugsley	Pugsley	Dean	Bains	Fraraccio	Fraraccio	Fraraccio	Dean	Dean	Howard	Howard	Howard

**Metric**

Customer Service  
Sewage Spills  
Capital Projects (\$)  
Capital Projects (time)  
Salinity  
River Water Quality

**Explanation**

One customer reported a sewer backup that caused damage in their home. The cause of the backup was a damaged cleanout. The damaged cleanout has been replaced and returned to service.  
Four unauthorized discharges of sewage resulted in 2,060 gallons of sewage being spilled. The largest spill (2,000 gallons) occurred due to failure of a 8-inch force main. A 50 gallon spill occurred due to a failed low pressure force main. A 10 gallon spill occurred due to a faulty emergency tap. A 0.25 gallon spill occurred from a faulty air release valve.  
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).  
In August we lost more time as several projects experienced continued delays, i.e., BLM Houses, Master Lift Station Traveling Crane and Bypass Study, Olympus Drive Force Main, Evaluation of 24-inch subaqueous force main, Clarifier 3 rehabilitation, Headworks Generator work, Injection Well Pump Station Emergency Generator Connection, and Odor Control Study.  
Over 10 inches of rainfall generated meaningful stormwater runoff which depressed salinity levels in downstream portions of the estuary.  
We had 10.14 inches or rainfall in August that generated significant stormwater impacts to river water quality as evidenced by high fecal coliform bacteria (>200 cfu/100 ml) at Sites 100 (Cypress Creek), 95 (Jupiter Farms), 67 (Trapper Nelson's dock), 65 (Kitching Creek mouth), 62 (Island Way bridge), and 40 (railroad bridge). See Bud's report for additional details.





# LOXAHATCHEE RIVER DISTRICT

## *Celebrating 50 Years, 1971-2021*

### MEMORANDUM

**D. Albrey Arrington, Ph.D.**  
EXECUTIVE DIRECTOR

**Gordon M. Boggie**  
CHAIRMAN

TO: Governing Board  
FROM: Administration Staff  
DATE: September 14, 2021  
SUBJECT: Consent Agenda

**Stephen B. Rockoff**  
BOARD MEMBER

**Dr. Matt H. Rostock**  
BOARD MEMBER

**James D. Snyder**  
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.

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

- A. Annual Lawn /Landscape Maintenance Services (Terracon Services, Inc.) – to approve contract
- B. Audit Services Contract – to approve renewal
- C. Bill Printing and Postage (Arista) – to approve contract
- D. Biosolids Hauling (Synagro) – to approve contract
- E. Biosolids Processing (Solid Waste Authority) – to approve contract
- F. Bulk Fuel Procurement – to authorize purchase
- G. Bulk Polymer (SNF Polydyne) – to approve contract
- H. Chlorine – to approve contract
- I. First Billing Merchant Service – to approve revised Purchase Order for FY2021 and new Purchas Order for FY2022”
- J. Home Depot Open Purchase Order – to authorize annual purchase order
- K. Investment Advisory Services – to approve contract
- L. Low Pressure General Construction Services/19-008LPSSGENCONSTR – to approve contract extension
- M. Odor Control (Evoqua) – to approve contract
- N. Retirement Plan – to approve revised Money Purchase Plan and Trust Adoption Agreement
- O. Fixed Asset Disposal – to approve disposal

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## *Celebrating 50 Years, 1971-2021*

**D. Albrey Arrington, Ph.D.**  
EXECUTIVE DIRECTOR

P. Change Orders to Current Contracts – to approve modifications

**Stephen B. Rockoff**  
CHAIRMAN

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

**Gordon M. Boggie**  
BOARD MEMBER

The following Motion is provided for Board consideration:

**“THAT THE GOVERNING BOARD approve the Consent Agenda of September 14, 2021 as presented.”**

**Dr. Matt H. Rostock**  
BOARD MEMBER

Signed,

**Harvey M. Silverman**  
BOARD MEMBER

D. Albrey Arrington, Ph.D.  
Executive Director

**James D. Snyder**  
BOARD MEMBER

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### MEMORANDUM

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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: SEPTEMBER 3, 2021  
SUBJECT: FISCAL YEAR 2022 – ANNUAL PURCHASE ORDER FOR ANNUAL LANDSCAPE SERVICES WITH TERRACON SERVICES, INC.

The amount included in the District's FY 2022 budget is sufficient to cover the amount of this request.

In October 2019, the District's Governing Board entered into agreement with Terracon Services, Inc. (Terracon). The contract provides the annual landscape services necessary for the complete maintenance of the lawn and landscaped areas at specific District Facilities, including the plant site at 2500 Jupiter Park Drive, designated lift/pump station sites, the River Center and the District's 20-acre parcel located in Jupiter Farms.

The terms of the agreement included an initial period of two (2) years from November 1, 2019 through September 30, 2021. The initial period covered services during Fiscal Year's 2020 and 2021. The agreement also provided, at the sole option of the District, that the District's Governing Board may extend the agreement annually for up to three (3) additional one-year periods.

It is the opinion of staff that Terracon has done a satisfactory job, and we support continuing our contract for Fiscal Year 2022 (October 1, 2021 through September 30, 2022) under Year 1 of the additional three, (1) one-year periods. Per the executed contract agreement, all contract unit prices will be increased based on a review of the June 2021 consumer price index (CPI) and a maximum 5% rate increase.

Staff recommends the following motion:

**"THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute an annual purchase order to Terracon Services, Inc. in accordance with the contract specifications and their bid dated October 4, 2019, for the annual landscape service for Fiscal Year 2022 in an amount Not-to-Exceed \$59,868.11, as well as a contingency amount of \$5,000.00"**

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Water Reclamation - Environmental Education - River Restoration



September 2, 2021

Hazel Figueroa  
Loxahatchee River District  
2500 Jupiter Park Drive  
Jupiter, FL 33458

Re: Contract 19-005

Dear Hazel,

Terracon Services, Inc. would like to request a one year extension to the current contract listed above. We would also like to request the 5% maximum raise as allowed in the contract as the current CPI is 5.4%.

Please let me know if you have any questions or concerns.

Thank you,

A handwritten signature in black ink, appearing to read "Andrea", is written over a horizontal line.

Andrea Bonard  
Maintenance Contract Administrator  
Terracon Services, Inc.  
561-214-0871





# LOXAHATCHEE RIVER DISTRICT

## *Celebrating 50 Years, 1971-2021*

### MEMORANDUM

**D. Albrey Arrington, Ph.D.**  
EXECUTIVE DIRECTOR

TO: Governing Board  
FROM: Kara Fraraccio, Director of Finance and Administration  
DATE: August 13, 2021  
SUBJECT: Audit Services Contract for Fiscal Year 2021

**Gordon M. Boggie**  
CHAIRMAN

**Stephen B. Rockoff**  
BOARD MEMBER

**Dr. Matt H. Rostock**  
BOARD MEMBER

**James D. Snyder**  
BOARD MEMBER

In June 2017, the District's Governing Board entered into an agreement with Nowlen, Holt & Miner, P.A. The term of the agreement is for an initial period of three (3) years to cover the fiscal years 2017 through 2019. The agreement also provided, by sole option of the District, that the District's Governing Board may extend the agreement for up to three (3) additional one-year periods. The audit of the fiscal year 2021 will exercise the second option year.

It is the opinion of staff that Nowlen, Holt & Miner, P.A. has done a satisfactory job, and we support continuing our contract for the fiscal year 2021 audit. The attached engagement letter has been prepared to provide audit services for the fiscal year 2021. This document is consistent in form with the prior agreements and is for the previously agreed upon fee for audit services.

Staff recommends the contract be approved and executed by the Board. I offer the following motion for your consideration:

"THAT THE GOVERNING BOARD authorize the Executive Director and Chairman to execute the Nowlen, Holt & Miner, P.A. Engagement Letter dated August 10, 2021 for the provision of Audit Services for the fiscal year 2021."

Thank you for your consideration of this matter.

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Jupiter, Florida 33458

TEL: (561) 747-5700

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[loxahatcheeriver.org](http://loxahatcheeriver.org)

Water Reclamation - Environmental Education - River Restoration





## NOWLEN, HOLT & MINER, P.A.

CERTIFIED PUBLIC ACCOUNTANTS

WEST PALM BEACH OFFICE  
NORTHBRIDGE CENTRE  
515 N. FLAGLER DRIVE, SUITE 1700  
POST OFFICE BOX 347  
WEST PALM BEACH, FLORIDA 33402-0347  
TELEPHONE (561) 659-3060  
FAX (561) 835-0628  
WWW.NHMCOPA.COM

EVERETT B. NOWLEN (1930-1984), CPA  
EDWARD T. HOLT, CPA  
WILLIAM B. MINER, RETIRED  
ROBERT W. HENDRIX, JR., CPA  
JANET R. BARICEVICH, RETIRED, CPA  
TERRY L. MORTON, JR., CPA  
N. RONALD BENNETT, CVA, ABV, CFF, CPA  
ALEXIA G. VARGA, CFE, CPA  
EDWARD T. HOLT, JR., PFS, CPA  
BRIAN J. BRESCIA, CFP®, CPA

MARK J. BYMASTER, CFE, CPA  
RYAN M. SHORE, CFP®, CPA  
WEI PAN, CPA  
WILLIAM C. KISKER, CPA  
RICHARD E. BOITTS, CPA

August 10, 2021

The Loxahatchee River Environmental Control District  
2500 Jupiter Park Drive  
Jupiter, FL 33458

BELLE GLADE OFFICE  
333 S.E. 2nd STREET  
POST OFFICE BOX 338  
BELLE GLADE, FLORIDA 33430-0338  
TELEPHONE (561) 996-5612  
FAX (561) 996-6248

We are pleased to confirm our understanding of the services we are to provide Loxahatchee River Environmental Control District for the year ended September 30, 2021. We will audit the basic financial statements of the Loxahatchee River Environmental Control District as of and for the year ended September 30, 2021. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Loxahatchee River Environmental Control District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Loxahatchee River Environmental Control District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis.

We have also been engaged to report on supplementary information other than RSI that accompanies the Loxahatchee River Environmental Control District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements.

1) Schedule of Expenditures of Federal Awards and State Financial Assistance, if applicable.

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

1) Introductory Section

2) Statistical Section

### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major federal programs and state projects and an opinion (or disclaimer of opinion) on compliance with federal and state statutes, regulations, and the terms and conditions of federal awards and state financial assistance that could have a direct and material effect on each major federal program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and each major state project in accordance with Chapter 10.550 Rules of the Auditor General.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance and State Single Audit report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and Chapter 10.550 Rules of the Auditor General. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the provisions of the Uniform Guidance and Chapter 10.550 Rules of the Auditor General, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance and major state project(s) in accordance with Chapter 10.550 Rules of the Auditor General, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Commissioners of the Loxahatchee River Environmental Control District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

## **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major federal programs and state projects. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards and state financial assistance; federal award programs and state projects; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

## **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance and Chapter 10.550 Rules of the Auditor General, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program and state project. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance and Chapter 10.550 Rules of the Auditor General.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, the Uniform Guidance, and Chapter 10.550 Rules of the Auditor General.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Loxahatchee River Environmental Control District's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance and Chapter 10.550 Rules of the Auditor General require that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal and state statutes, regulations, and the terms and conditions of federal awards applicable to major federal programs and state financial assistance applicable to major state projects. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* and the Department of Financial Services' *State Projects Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Loxahatchee River Environmental Control District's major federal programs and state projects. For federal programs and state projects that are included in the Compliance Supplements, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplements identify as being subject to audit. The purpose of these procedures will be to express an opinion on the Loxahatchee River Environmental Control District's compliance with requirements applicable to each of its major federal programs and state projects in our report on compliance issued pursuant to the Uniform Guidance and Chapter 10.550 Rules of the Auditor General.

### **Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal awards and state financial assistance, and related notes of the Loxahatchee River Environmental Control District in conformity with U.S. generally accepted accounting principles, the Uniform Guidance, Chapter 10.550 Rules of the Auditor General, and the preparation of Annual Financial Report filed with the Florida Department of Financial Services based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards and state financial assistance, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

## Management Responsibilities

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards and state financial assistance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards and state financial assistance, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal and state statutes) and the provisions of contracts and grant agreements (including federal award and state financial assistance agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance and Chapter 10.550 Rules of the Auditor General, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance and Chapter 10.550 Rules of the Auditor General, it is management's responsibility to evaluate and monitor noncompliance with federal and state statutes, regulations, and the terms and conditions of federal awards and state financial assistance; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.



You are responsible for identifying all federal awards and state financial assistance received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards and state financial assistance (including notes and noncash assistance received) in conformity with the Uniform Guidance and Chapter 10.550 Rules of the Auditor General. You agree to include our report on the schedule of expenditures of federal awards and state financial assistance in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards and state financial assistance. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards and state financial assistance that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards and state financial assistance in accordance with the Uniform Guidance and Chapter 10.550 Rules of the Auditor General; (2) you believe the schedule of expenditures of federal awards and state financial assistance, including its form and content, is stated fairly in accordance with the Uniform Guidance and Chapter 10.550 Rules of the Auditor General; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards and state financial assistance.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards and state financial assistance, and related notes, the Annual Financial Report filed with the Florida Department of Financial Services and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards and state financial assistance, and related notes and that you have reviewed and approved the results of the services, the financial statements, schedule of expenditures of federal awards and state financial assistance, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill,

knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### **Engagement Administration, Fees, and Other**

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If for whatever reason your personnel are unable to provide the necessary assistance in a timely manner, it may affect our ability to complete the engagement within the established deadlines.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the Loxahatchee River Environmental Control District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Nowlen, Holt & Miner, P.A. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a regulatory agency or its designee, a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Nowlen, Holt & Miner, P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a federal or state awarding agency, oversight agency, or pass-through entity. If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

The obligations of Nowlen, Holt & Miner, P.A. are solely the obligations of Nowlen, Holt & Miner, P.A. No officer, owner, director, employee, agent, contractor, shareholder, or controlling person shall be subject to any personal liability whatsoever.

We expect to begin our audit in September and to have a draft report for the December board meeting with the final report issued in January 2022. Terry L. Morton, Jr. is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fees for the fiscal year ending September 30, 2021 will be \$35,800 for the financial statement audit. If a Federal Single Audit or a State Single Audit is required, the fee will be \$4,500 per major program or state project. Our invoices for these fees will be rendered each month as work progresses and are payable

on presentation. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

This engagement letter incorporates the Audit Services Agreement between the Loxahatchee River Environmental Control District and Nowlen, Holt & Miner, P.A., the Loxahatchee River Environmental Control District Financial Audit Services RFP #17-002 and our proposal dated April 19, 2017. Any conflict between these documents will be controlled by the Agreement, then RFP #17-002, and then our proposal dated April 19, 2017.

We appreciate the opportunity to be of service to the Loxahatchee River Environmental Control District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Nowlen, Holt & Miner, P.A.

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**RESPONSE:**

This letter correctly sets forth the understanding of the Loxahatchee River Environmental Control District.

Management:

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Governance:

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_





# LOXAHATCHEE RIVER DISTRICT

## *Celebrating 50 Years, 1971-2021*

**D. Albrey Arrington, Ph.D.**  
EXECUTIVE DIRECTOR

**DATE:** September 1, 2021

**Gordon M. Boggie**  
CHAIRMAN

**DEPARTMENT:** Information Services  
Bud Howard, Director of Information Services

**Stephen B. Rockoff**  
BOARD MEMBER

**PURCHASE AMT.:** Not to exceed \$85,000

**BUDGET:** Postage: \$65,000 from 40-42-5420  
Printing: \$20,000 from 40-42-5340

**Dr. Matt H. Rostock**  
BOARD MEMBER

**ACTION REQUEST:** Authorization of an annual purchase order for bill printing and mailing services not to exceed \$85,000.

**James D. Snyder**  
BOARD MEMBER

### DESCRIPTION:

Each quarter we mail approximately 31,000 print bills and 3,700 past due notices, for a total of approximately 140,000 bills each year. Printing and handling costs are 10.5 cents each, and postage is typically 40.5 cents each, depending on the destination. We also receive a digital copy of each bill for archival purposes for 1 cent each, and we have the flexibility to print on the back of the bills for more message space for approximately 1 cent each depending on print coverage. We regularly encourage our customers to receive their bill by email (eBill) to help contain these costs and we continue to see a gradual increasing trend in the number of eBill recipients. Many customers like to receive both print and email bills.

Postage comprises the bulk (80%) of this purchase and is a fixed cost based on current US Postal Service rates and is exempt for our procurement process. However, in an abundance of transparency we bring this purchase order to the Board for consideration.

2500 Jupiter Park Drive  
Jupiter, Florida 33458

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[loxahatcheeriver.org](http://loxahatcheeriver.org)

Water Reclamation - Environmental Education - River Restoration

In December 2015 we re-negotiated our contract with our printing company and surveyed the market to ensure competitive pricing. Over the past year Arista's performance has been "satisfactory" under our contractor rating system.

Therefore, we offer the following motion:

**"THAT THE DISTRICT GOVERNING BOARD authorizes the Executive Director to approve a purchase order to Arista Information Systems, Inc. in the amount not-to-exceed \$85,000 for printing, postage and digital archives of the District's sewer bills for Fiscal Year 2021-2022 according to our agreement dated December 22, 2015."**



# 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: SEPTEMBER 3, 2021  
SUBJECT: FISCAL YEAR 2022 – ANNUAL PURCHASE ORDER FOR  
BIOSOLIDS HAULING SERVICES WITH SYNAGRO SOUTH,  
L.L.C.

The amount included in the District's FY 2022 budget is sufficient to cover the amount of this request.

In August 2018, the District's Governing Board entered into an agreement with Synagro South, L.L.C. The contract provides for the hauling of dewatered biosolids from the District's Wastewater Treatment Plant (WWTP) to the Solid Waste Authority biosolids drying and processing facility. The terms of the agreement included an initial period of two (2) years from October 1, 2018 through September 30, 2020. The initial period covered services during Fiscal Year's 2019 and 2020. The agreement also provided, at the sole option of the District, that the District's Governing Board may extend the agreement for up to three (3) additional one-year periods.

It is the opinion of staff that Synagro South, L.L.C. has done a satisfactory job, and we support continuing our contract for Fiscal Year 2022 (October 1, 2021 through September 30, 2022) under Year 2 of the additional three, (1) one-year periods. Per the executed contract agreement, all contract unit prices will be increased 5.4% based on the June 2021 consumer price index (CPI).

Staff recommends the following motion:

**"THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute an annual purchase order to Synagro South, LLC in accordance with the contract specifications and their bid dated August 6, 2018, for the offsite hauling of dewatered biosolids for Fiscal Year 2022 in an amount Not-to-Exceed \$160,650.00"**

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Water Reclamation - Environmental Education - River Restoration

September 7, 2021

Hazel Figueroa, Purchasing  
Loxahatchee River District  
2500 Jupiter Park Drive  
Jupiter, FL 33458

RE: CPI Cost Adjustment

Dear Ms. Figueroa:

Per our contract, Synagro is entitled to an adjustment of our contract price(s) effective at the anniversary of the contract. Such price(s) shall be adjusted annually consistent with the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for All Urban Consumers, Not Seasonally Adjusted with the base being 2020. We hereby inform you that an adjustment for cost escalation has been calculated as follows:

Item Description	CPI Percentage Multiplier	Base Price	Price Adjustment Percentage	New Price	Unit
Haul Dewatered Biosolids		\$290.05	5.4%	\$305.71	Load

We shall prepare our invoices effective October 1, 2021 through September 30, 2022 with the adjusted unit prices, as stated above.

Again, we greatly appreciate your business and thank you for your consideration.

Sincerely,

*Christina White*

Christina White  
Services Sr. Accountant

cc: Steve Reel, Paul McAuley, Elizabeth Grant, Jessica Stahl, Phyllis Ray, File



# 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: SEPTEMBER 3, 2021  
SUBJECT: FISCAL YEAR 2022 – ANNUAL PURCHASE ORDER FOR  
SLUDGE PROCESSING AND DISPOSAL WITH SOLID  
WASTE AUTHORITY OF PALM BEACH COUNTY

The amount included in the District's FY 2022 budget is sufficient to cover the amount of this request.

The District processes and dewateres biosolids onsite which are then hauled to the Solid Waste Authority of Palm Beach County (SWA) Biosolids Processing Facility (BPF) for further treatment and disposal. The SWA BPF employs a heating process which dries and converts the biosolids to a pelletized form which is then distributed as a Class AA biosolids fertilizer. The terms of the District's agreement with SWA require the District to pay unitized cost for Operation and Maintenance (O&M) of the BPF. The unitized cost is determined annually and is based on the estimated biosolids tonnage to be processed at the facility by all participating members and the estimated operating cost of the BPF. For Fiscal Year 2022 the unitized treatment cost is \$58.90/ton. This represents a 7.34% increase over the Fiscal Year 2021 unitized cost of \$54.87.

Staff recommends the following motion:

**"THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute an annual purchase order to Solid Waste Authority of Palm Beach County for the processing and disposal of biosolids at the Biosolids Processing Facility for Fiscal Year 2022 in accordance with the Interlocal Government Agreement for Biosolids Processing in an amount Not-to-Exceed \$763,200.00.**

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Water Reclamation - Environmental Education - River Restoration



# LOXAHATCHEE RIVER DISTRICT

## *Celebrating 50 Years, 1971-2021*

### MEMORANDUM

**D. Albrey Arrington, Ph.D.**  
EXECUTIVE DIRECTOR

TO: Governing Board  
FROM: Kara Fraraccio, Director of Finance and Administration  
DATE: September 9, 2021  
SUBJECT: Authorize FY 2022 Fuel Procurement

**Gordon M. Boggie**  
CHAIRMAN

**Stephen B. Rockoff**  
BOARD MEMBER

**Dr. Matt H. Rostock**  
BOARD MEMBER

**James D. Snyder**  
BOARD MEMBER

The District is requesting Board approval to purchase bulk fuel (i.e., off-road diesel, on-road diesel, and unleaded gasoline) during the fiscal year 2022 for the following not to exceed quantities:

Diesel No. 2	80,000 Gallons
Unleaded Fuel	1,500 Gallons

*\*These expected annual quantities are based on historical usage trends.*

For an amount not to exceed \$239,650.

Procurement of bulk fuel (essentially a commodity with highly dynamic daily pricing) does not naturally fit into our existing Procurement Policy. Therefore, we are seeking your approval for the quantity of fuel we anticipate needing in FY 2022. We will follow our bulk fuel procurement procedure described below:

1. Determine there is a need for bulk fuel.
2. Obtain real-time bulk fuel availability and pricing from a minimum of three bulk fuel vendors (e.g., Glover Oil Company, Inc., Palmdale Oil Company, Martin County Petroleum).
3. Place order with bulk fuel provider that (1) has the needed fuel available and (2) has the best total unit cost on that date.

The District can purchase bulk fuel by piggybacking the City of Port St. Lucie's contract through July 1, 2023; however, we have found that we can obtain bulk fuel at a lower cost by shopping around in the manner described above.

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The following motion is suggested for approval:

**“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to purchase bulk diesel and unleaded fuel in quantities not to exceed Diesel No. 2 of 80,000 Gallons and Unleaded Fuel of 1,500 Gallons for an amount not to exceed \$239,650 using the District’s bulk fuel procurement procedure.”**



# 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: SEPTEMBER 3, 2021  
SUBJECT: FISCAL YEAR 2022 – ANNUAL PURCHASE ORDER  
AUTHORIZATION FOR SOLIDS DEWATERING POLYMER  
WITH POLYDYNE, INC.

The amount included in the District's FY 2022 budget is sufficient to cover the amount of this request.

The District utilizes a cationic emulsion polymer (Clarifloc SE-1021) manufactured by Polydyne, Inc. to enhance the sludge dewatering processes at its wastewater treatment plant (WWTP). The addition of polymer upstream of the belt filter press dewatering units is a critical component of the biosolids process. Polydyne, Inc. was previously awarded a contract for the supply of cationic emulsion polymer from the City of Homestead. The initial term of the City of Homestead contract expired on September 30, 2020. The City of Homestead recently executed the second of three possible one-year renewal periods with Polydyne, Inc. which extends from October 1, 2021 through September 30, 2022.

The City's contract allows Polydyne, Inc. to extend the pricing, terms and conditions to the District with Polydyne, Inc.'s consent. Attached, hereto, is an executed consent from Polydyne, Inc. which allows the District to "piggy-back" City of Homestead ITB No. 201908, Water & Wastewater Treatment Chemicals. As part of the recent annual contract extension executed between the City of Homestead and Polydyne, Inc. the unit cost of polymer increased from \$1.20/lbs to \$1.30/lbs. This represents an 8.33% increase.

Staff recommends the following motion:

**"THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute a purchase order to Polydyne, Inc. for the supply of cationic emulsion polymer, in accordance with a "piggy-back" of City of Homestead ITB No. 201908 for the period from October 1, 2021 through September 30, 2022, in an amount Not-to-Exceed \$73,000.00."**

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September 1, 2021

Ms. Hazel Figueroa  
Loxahatchee River Environmental Control District  
2500 Jupiter Park Drive  
Jupiter, FL 33458

Subject: Piggyback Contract Offer for the Purchase of Polymer  
RE: City of Homestead Bid #201908

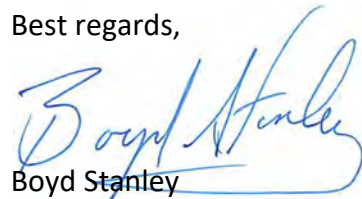
Dear Ms. Figueroa,

Polydyne Inc. is pleased to offer Loxahatchee River Environmental Control District the option to continue the piggyback agreement for the purchase of emulsion polymer, CLARIFLOC™ SE-1021, from the above-referenced City of Homestead contract. With this piggyback agreement, the unit price for CLARIFLOC™ SE-1021 will be \$1.30/Lb. for the period October 1, 2021 through September 30, 2022. There will be a one-year renewal available for this contract.

Attached for your reference, please find a copy of the City of Homestead renewal request and our contract renewal proposal. All terms and conditions stated therein will apply.

We thank you for your business. We look forward to the opportunity to continue supplying Loxahatchee River Environmental Control District. Should you have any questions regarding this offer, please feel free to contact Chris Cherp, Technical Sales Representative, at (941) 961-3998.

Best regards,



Boyd Stanley  
Sr. Vice-President

Enclosures

June 14, 2021

Lilia Jaimes-Renteria  
City of Homestead  
100 Civic Court  
Homestead, FL 33030

SUBJECT: Contract Extension Proposal– Bid #201908 – Water & Wastewater Treatment Chemicals

Dear Ms. Jaimes-Renteria,

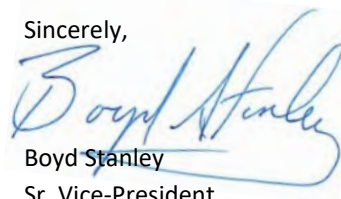
Polydyne Inc. would like to thank you for the opportunity to renew our supply agreement. While we are pleased to extend, we must request a reasonable price adjustment at this time.

Over the last several months, Polydyne Inc. has seen continued increases in raw material costs in response to the tight supply and high demand of these materials. Two key cost drivers of polymers, propylene and acrylonitrile, have seen substantial increases. Propylene is up more than 179% over the last year and acrylonitrile is up more than 111% over this same period. Please see attached corresponding price graph. Trucking shortages only further compound these cost increases. Average long-distance trucking rates have increased more than 16% over the last year. Please see attached PPI for General Freight Trucking. These freight increases have impacted our costs for both receiving raw materials to our manufacturing facilities and for delivering finished polymers to our customers. Lastly, for your review, please find attached the most recent PPI – Producer Price Index for Plastics material and resins mfg. (Series ID: PCU325211325211), which reflects an increase of 36.8%, however, we are only asking for an increase of 8%. Therefore, effective October 1, 2021 through September 30, 2022, we propose to supply as follows:

PRODUCT	PACKAGE	Current Unit Price	Proposed Unit Price
CLARIFLOC SE-1385	2300 Lb. Totes	\$1.20/Lb.	\$1.30/Lb.

We greatly appreciate your business and look forward to continuing to supply the City. If you have any questions regarding this proposal, please feel free to contact Chris Cherp, Technical Sales Representative, at (941) 961-3998. If this proposal is acceptable, please send notification via email to Bids@polydyneinc.com.

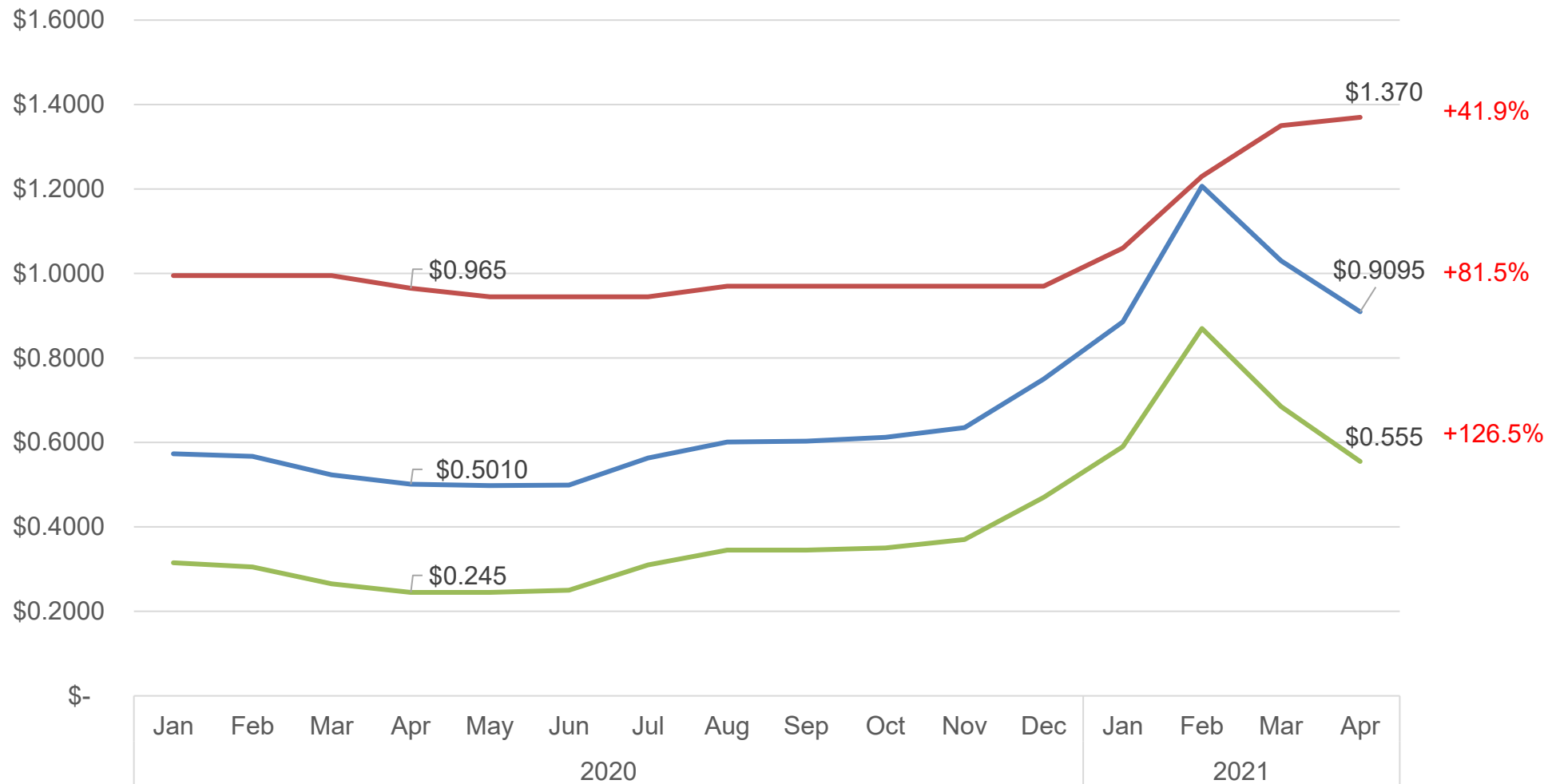
Sincerely,



Boyd Stanley  
Sr. Vice-President

Attachments

# 2020-2021 Raw Material Graph



Source:

Acrylic Acid – ICIS USA Domestic Contract

Acrylonitrile – HIS Chemical

Propylene – CG Propylene Contract as published by HIS Chemical

— Acrylonitrile — Acrylic Acid — Propylene

**POLYDYNE**

# PPI: General Freight Trucking, Long-Distance Truckload



<https://fred.stlouisfed.org/series/PCU484121484121#0>

**POLYDYNE**



## Databases, Tables & Calculators by Subject

**Change Output Options:**

 From: 2011 ▾ To: 2021 ▾ 
☐ include graphs ☐ include annual averages

[More Formatting Options](#) 

Data extracted on: May 13, 2021 (2:22:59 PM)

**PPI Industry Data**
**Series Id:** PCU325211325211

**Series Title:** PPI industry data for Plastics material and resins mfg, not seasonally adjusted

**Industry:** Plastics material and resins mfg

**Product:** Plastics material and resins mfg

**Base Date:** 198012

**Download:**  [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2011	253.0	259.7	264.7	271.0	282.6	281.9	280.5	276.6	279.2	273.7	276.0	271.1
2012	275.9	279.6	283.4	283.9	283.1	280.3	277.0	277.5	274.0	276.9	276.9	276.3
2013	283.1	287.7	290.9	289.4	287.1	288.1	287.1	288.2	288.8	289.2	291.3	291.5
2014	294.7	297.8	300.0	301.1	300.5	298.2	300.2	302.8	305.0	307.1	303.2	295.7
2015	285.4	280.8	274.0	273.2	274.1	275.6	273.8	270.7	264.5	261.4	260.2	261.2
2016	256.7	255.4	254.3	254.0	257.2	260.1	259.9	259.5	260.7	263.3	262.2	258.1
2017	260.1	265.1	269.2	273.8	274.1	272.9	270.3	269.9	272.6	277.2	278.8	280.3
2018	275.1	278.0	282.7	280.7	285.1	288.0	289.0	292.6	290.4	291.4	286.8	282.2
2019	276.5	275.8	273.9	273.9	275.7	273.2	272.7	273.1	273.3	273.8	271.2	266.1
2020	265.7	269.6	268.6	255.8	249.0	251.1	254.5	261.2	262.3	272.2	273.6	279.1
2021	286.8(P)	300.8(P)	329.1(P)	349.4(P)								

P : Preliminary. All indexes are subject to revision four months after original publication.

**+36.8%**

U.S. BUREAU OF LABOR STATISTICS Postal Square Building 2 Massachusetts Avenue NE Washington, DC 20212-0001

 Telephone: 1-202-691-5200 Federal Relay Service: 1-800-877-8339 [www.bls.gov](http://www.bls.gov) [Contact Us](#)



*City Council*

Steven D. Losner  
Mayor

Patricia D. Fairclough-Staggers, Ed.S  
Vice Mayor

Erica G. Ávila  
Councilwoman

Jenifer N. Bailey  
Councilwoman

Sean L. Fletcher  
Councilman

Larry Roth  
Councilman

Stephen R. Shelley  
Councilman

Cate McCaffrey  
City Manager

*City Hall*

100 Civic Court  
Homestead, FL 33030  
305-224-4400  
www.cityofhomestead.com

June 11, 2021

Via E-Mail: [polybiddpt@snfhc.com](mailto:polybiddpt@snfhc.com)

Boyd Stanley  
Vice President  
**Polydyne, Inc.**  
1 Chemical Plant Road  
Riceboro, GA 31323

**Re: Bid #201908-Water & Wastewater Treatment Chemicals  
Second Extension Request  
Contract Term: October 1, 2021-September 30, 2022**

Dear Mr. Stanley:

Your Contract #201908-Water & Wastewater Treatment Chemicals expires on September 30, 2021. In accordance with Section 2.8 of the Bid, the City and the Vendor may agree to subsequent annual renewals and extensions by written agreement for any one term not to exceed three term annual renewals. The City of Homestead would like to request an extension of this contract until **September 30, 2022**, maintaining the same terms and conditions of the current contract. This request will be the second of a possible three extensions.

Please sign in the space afforded below as to your intentions regarding the extension of this Contract.

Please submit your response no later than close of business Tuesday, June 22, 2021 via email at [bids@cityofhomestead.com](mailto:bids@cityofhomestead.com).

If you have any questions, please feel free to contact me at (305) 224-4620.

Sincerely,

*Lilia Jaimes-Renteria*

Lilia Jaimes-Renteria  
Buyer II

cc: Malia T. Rivera, Procurement Manager  
Eduardo Gonzalez, Assistant Director of Public Works  
Eliezer Thomas-Reyes, Superintendent Water and Wastewater Treatment

\_\_\_\_\_  
Name & Title  
Yes: we will extend our  
Contract until September 30, 2022.

\_\_\_\_\_  
Name & Title  
No, we will not renew our contract



## ITEM 5H

Chlorine Contract will be presented at a later Board Meeting







# 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

DATE: September 1, 2021

DEPARTMENT: Customer Service - Bud Howard, Director of Information Services

BUDGET: Payment processing services budgeted item of \$110,000 for FY2022.  
Account #: 40-42-5340

### DESCRIPTION:

This request is to increase the annual not-to-exceed purchase order to First Billing Services, our credit/debit card and eCheck payment services provider, because of higher than projected numbers of payments by these methods.

The District strives to provide convenient, efficient, and secure payment methods for our customers to pay their quarterly sewer service charges and connection charges. Each year we process over 55,000 credit card and direct debit payments totaling over \$6M.

First Billing Services/Paya is currently our payment services provider for credit/debit card or eCheck transactions through our website, phone call, walk in, text message or recurring automatic payments. Following a Request for Proposals solicitation and selection, the Governing Board approved a 3-year agreement with First Billing Services on September 21, 2017. In January 2018 we "went live" with First Billing and their performance has been "satisfactory" under our contractor rating system.

In June 2020, the Governing Board authorized the two-year extension offered under our October 2017 contract and authorized not-to-exceed purchase orders based on the projected numbers of transactions.

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This is a two-part request: 1) an extension of the Board authorized purchase order amount for this fiscal year (FY2021) because our existing PO might not be sufficient to cover the higher than projected transaction costs (i.e., more people have paid with credit card than estimated); and 2) approval of a purchase order not to exceed \$110,000 for FY2022.

Therefore, we offer the following suggested motions:

**“THE DISTRICT GOVERNING BOARD authorizes the Executive Director to increase the annual not-to-exceed purchase order to First Billing Services by \$5,000 to \$105,000 for FY2021”**

**-and-**

**“THE DISTRICT GOVERNING BOARD authorizes the Executive Director to approve an annual not to exceed purchase order to First Billing Services in the amount of \$110,000 per year for FY2022.”**



# LOXAHATCHEE RIVER DISTRICT

## *Celebrating 50 Years, 1971-2021*

### MEMORANDUM

**D. Albrey Arrington, Ph.D.**  
EXECUTIVE DIRECTOR

TO: Governing Board

FROM: Kara Fraraccio, Director of Finance and Administration

DATE: September 9, 2021

SUBJECT: Authorize FY 2022 Open Purchase Order to Home Depot

**Gordon M. Boggie**  
CHAIRMAN

**Stephen B. Rockoff**  
BOARD MEMBER

**Dr. Matt H. Rostock**  
BOARD MEMBER

**James D. Snyder**  
BOARD MEMBER

In accordance with the District's Procurement Policy, Board approval is required for an Open Purchase Order when aggregate fiscal year spending for a vendor is anticipated to exceed \$50,000.

The District is requesting Board consideration and approval of an Annual Open Purchase Order to be issued to Home Depot in the amount of \$60,000. Purchases made against this Annual Open Purchase Order will be for various maintenance, repair, operating supplies, industrial supplies and related products (nuts, bolts, saw blades, ant killer, concrete, bagged lime, etc.) totaling less than \$500. Purchases will be made utilizing the OMNIA Partners contract 16154 and 170009.

The Open Purchase Order was budgeted in fiscal year 2022. All individual purchases under the Open Purchase Order will be completed in accordance with the District's Procurement Policy. The Open Purchase Order amount is based on historical spending trends.

The following motion is suggested for approval:

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

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# LOXAHATCHEE RIVER DISTRICT

## *Celebrating 50 Years, 1971-2021*

### MEMORANDUM

**D. Albrey Arrington, Ph.D.**  
EXECUTIVE DIRECTOR

TO: Governing Board  
FROM: Kara Fraraccio, Director of Finance and Administration

**Gordon M. Boggie**  
CHAIRMAN

DATE: September 9, 2021  
SUBJECT: Investment Advisory Services

**Stephen B. Rockoff**  
BOARD MEMBER

**Dr. Matt H. Rostock**  
BOARD MEMBER

**James D. Snyder**  
BOARD MEMBER

The District is working to improve the administration and optimize returns on our invested funds within the constraints of our Investment Policy. In the past we have predominantly invested in Certificates of Deposits; however, the current market rates for Certificates of Deposits in a Qualified Public Depository have rapidly declined with no signs of an increase in the near future. In effort to understand and improve our investment opportunities, we solicited quotes for investment advisory services. We asked for a sample portfolio of District surplus funds based on the District's investment policy. Burgess Chambers & Associates, Inc. (BCA) has responded fully to our request and has provided a portfolio that conforms with the District's Investment Policy (safety of capital, liquidity of funds, and return on investment). The following pages are excerpts from BCA's proposal which shows BCA's customized portfolio along with an analysis comparing the relative risk to the U.S. Stock Market and core bonds. BCA's proposal was designed to be low risk with minimal volatility. For reference I have also included a list of types of investments authorized by the District's Investment Policy.

BCA currently provides investment advisory services to the District's Retirement Plan, and we have found their services to be satisfactory. Staff is requesting approval from the Governing Board to authorize a continuing contract with BCA to execute their proposed investment strategy.

The following Motion is provided for Board consideration:

**"THAT THE GOVERNING BOARD authorize the Executive Director to enter into a continuing contract with Burgess Chambers & Associates, Inc. to execute their proposed investment strategy to invest surplus funds within the constraints of the District's Investment Policy."**

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The Section VI of the District's Investment Policy allows for the following types of investments:

- A. The Local Government Surplus Funds Trust Fund or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Corporation Act as provided in Florida Statutes s. 163.01.
- B. Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency.
- C. Interest-bearing time deposits, savings accounts, r money market accounts in qualified public depositories.
- D. Direct obligations of the United States Treasury.
- E. Federal agencies and instrumentalities.
- F. Securities of, or other interests in, any open-ended or closed-ended management-type investment company or investment trust registered under the Investment Company Act of 1940, 15 U.S.C ss. 80a-1 et seq., as amended from time to time, provided that the portfolio of such investment company or investment trust is limited to obligations of the United States Government or any agency or instrumentality thereof and to repurchase agreements fully collateralized by such United States Government obligations, and provided that such investment company or investment trust takes delivery of such collateral either directly or through an authorized custodian.
- G. Repurchase agreements collateralized by obligations of the United States Government.
- H. Authorized Deposits up to the amount guaranteed by the U.S. Government under Federal Deposit Insurance Corporation (FDIC) limits.
- I. Other investments authorized by law or by resolution of the Governing Board.

## SCOPE OF SERVICES

1. Investment advisory services and on-call staff for questions related to the investment of District surplus funds based on the District's investment policy.
2. Regular written commentary on market conditions highlighting economic reports as they are published.
3. Provide, at a minimum, quarterly portfolio updates and assist on investment transactions.
4. Provide Staff available by phone as needed to consult on District investment opportunities and provide transaction support.

BCA acknowledges the scope of services as described above, and the team is prepared to meet the District's expectations.



# IPS OVERVIEW

## EXCERPTS FROM LRD INVESTMENT POLICY

F. Securities of, or other interests in, any open-end or closed-end management-type investment company or investment trust registered under the Investment Company Act of 1940, 15 U.S.C. ss. 80a-1 et seq., as amended from time to time, provided that the portfolio of such investment company or investment trust is limited to obligations of the United States Government or any agency or instrumentality thereof and to repurchase agreements fully collateralized by such United States Government obligations, and provided that such investment company or investment trust takes delivery of such collateral either directly or through an authorized custodian.

**BCA Comments:**  
Authorized investments include open-end investments limited to treasury and agency fixed income securities.

The following limits are hereby established to serve as guidelines:

**BCA Comments:**  
Direct investments are limited to 5-year maturity. Maximum allocation for treasury and agency securities are 100% and 50%, respectively.

QPD Money Market/Savings Accounts	100%
QPD Certificates of Deposit	100%
U.S. Treasury Notes, Bonds, or Bills	100%
U.S. Agencies and Instrumentalities	50%
Local Government Surplus Funds Trust Fund	50%
Local Government Investment Pools	50%
Authorized Deposits	25%
Repurchase Agreements	10%

Unless matched to a specific cash flow, the District will not directly invest in securities maturing more than five years from the date of purchase.

**BCA Comments:**  
BCA utilizes Schwab for third-party brokerage services and safekeeping procedures.

To protect against potential fraud and embezzlement, the assets of the District shall be secured through third-party custody and safekeeping procedures. Securities shall be held by a third party, and all securities purchased by, and all collateral obtained by, the District should be properly designated as an asset of the District. No withdrawal of securities, in whole or in part, shall be made from safekeeping, except by an authorized staff member listed in section XIV (A) of this Policy.



## RECOMMENDATION [BCA CUSTOMIZED SHORT DURATION]

### BCA Proposal:

- Strategy: short-term fixed income
- Vehicle: mutual funds
- Strategy: duration and yield optimization
- Estimated investment expenses: 0.08%
- Estimated brokerage/custody expenses: limited to transaction fees only. Typically <\$50/trade
- **BCA advisory services: 0.10%**
- **Estimated total expenses: 0.19%**

### Portfolio information:

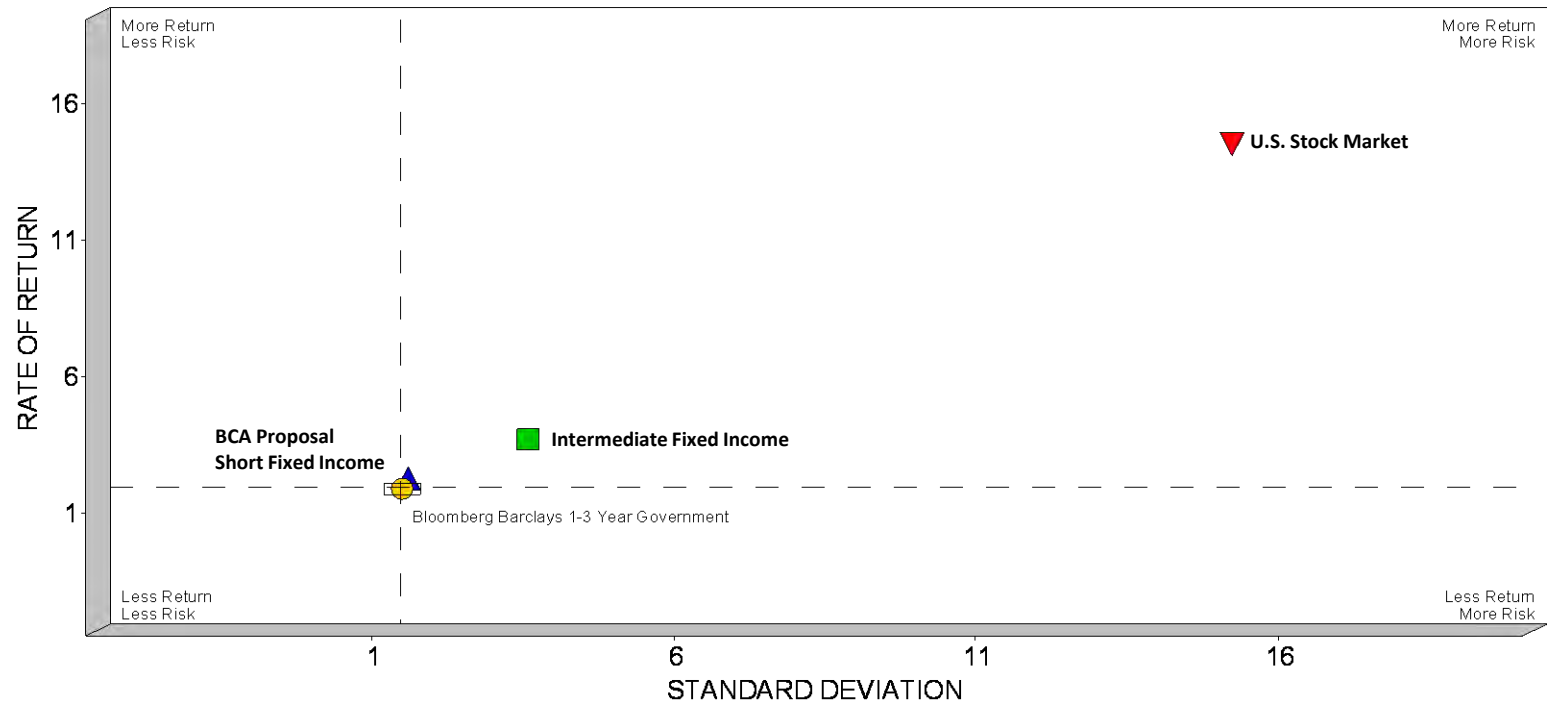
- The strategy will aim to optimize portfolio yield with an average duration <5 years
- The portfolio will be limited to mutual funds that invest solely in treasury and agency securities
- Proposed benchmark is the Bloomberg Barclays 1-3 Year Gov't
- Liquidity: daily

### Sample Portfolio:

- 60% Short-term treasuries | 2.0 Yr Duration | 0.30% YTM | 0.07% Expense Ratio | VSBSX
- 5% Short-term inflation protected securities | 2.7 Yr Duration | 0.40% YTM | 0.06% Expense Ratio | VTAPX
- 35% GNMA securities | 2.3 Yr Duration | 1.60% YTM | 0.11% Expense Ratio | VFIJX
- Portfolio current duration: 2.1 Yrs
- Portfolio current YTM: 0.76%
- Portfolio expense ratio: 0.08%

# PROGRAM ANALYSIS

JUNE 30, 2014 TO JUNE 30, 2021



	ROR	Std Dev Pop	Alpha	Beta	R-Squared
▲ BCA Proposal (LRD)	1.81	1.42	0.29	1.07	0.90
● Bloomberg Barclays 1-3 Year Government	1.47	1.28	0.00	1.00	1.00
■ Bloomberg Barclays Aggregate	3.28	3.39	1.33	1.78	0.40
▼ Standard & Poor's 500	14.10	15.04	19.79	-7.29	0.32



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

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

DATE: August 19, 2021

SUBJECT: ITB # 19-008LPSSGENCONSTR - Low Pressure Sewer  
System General Construction Services: Contract Renewal

As we work to complete neighborhood sewerage we frequently have small and mid-sized projects requiring construction of low pressure infrastructure to serve remnant areas. To address these areas in a timely and efficient manner we use a general construction services contract.

In September, 2019 the District awarded contract ITB # 19-008LPSSGENCONSTR to Lazarus Group, Inc. for general construction services. The contract term was for 2 years with the option for 3 additional 12-month extensions.

In accordance with the original contract, the contractor has requested an extension of the contract with consideration of a CPI-U adjustment to prices as presented in the attached Bid Tab.

The Lazarus Group, Inc. has satisfactorily performed numerous jobs under this contract and staff are satisfied with the coordination and performance of the contractor. As such, it is recommended that the District renew contract ITB # 19-008LPSSGENCONSTR with Lazarus Group, Inc. for the first 12-month extension.

The following motion is offered for the Governing Board's consideration:

**"THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute an extension of contract ITB#19-008LPSSGENCONSTR with The Lazarus Group, Inc. to September 30, 2022 in an amount not to exceed \$100,000 inclusive of adjustment to unit prices in accordance with a CPI-U increase of 5.4 %"**

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## UNIT PRICE BID TAB

Lazarus Group

NO.	ITEM	QUANTITY	UNIT	PRICE/UNIT	Adj. 5.4%
1	Directional Drill up to 3" LP Force Main				
	First 10 LF	1	LS	\$700.00	\$737.80
	Each Additional Foot	75	LF	\$14.00	\$14.76
2	Direct Bury up to 3" LP Force Main Less Than or Equal to 48" Depth				
	First 10 LF	1	LS	\$120.00	\$126.48
	Each Additional Foot	750	LF	\$10.50	\$11.07
3	Direct Bury up to 3" LP Force Main Greater Than 48" Depth				
	First 10 LF	1	LS	\$120.00	\$126.48
	Each Additional Foot	10	LF	\$12.00	\$12.65
4	Pneumatic Mole up to 3" LP Force Main				
	First 10 LF	1	LS	\$140.00	\$147.56
	Each Additional Foot	10	LF	\$14.00	\$14.76
5	Core Existing Shallow Manhole and Install up to 3" LP Force Main	1	EA	\$320.00	\$337.28
6	Core Existing Deep Manhole and Install up to 3" LP Force Main	1,121	LF	\$420.00	\$442.68
7	Connect up to 2-1/2" LP Force Main to existing 4" - 12" Force Main Less Than or Equal to 48" Depth				
	4"	1	EA	\$450.00	\$474.30
	6"	1	EA	\$450.00	\$474.30
	8"	1	EA	\$450.00	\$474.30
	10"	1	EA	\$450.00	\$474.30
	12"	1	EA	\$450.00	\$474.30
8	Additional Added to Item 7 for Greater Than 48" Depth	1	EA	\$100.00	\$105.40
9	Additional Added to Item 7 for Connection of 3" LP Force Mains	1	EA	\$100.00	\$105.40
10	Standard Singe Service				
	Short	1	EA	\$1,037.00	\$1,093.00
	Long	1	EA	\$1,274.00	\$1,342.80
11	2" Single Service				
	Short	1	EA	\$1,237.00	\$1,303.80
	Long	1	EA	\$1,474.00	\$1,553.60
12	Double Service				
	Short	1	EA	\$1,354.00	\$1,427.12
	Long	1	EA	\$1,487.00	\$1,567.30
13	Connect New Service to an Existing LP Force Main	1	EA	\$377.00	\$397.36
14	Terminal End Flushing Port	1	EA	\$870.00	\$916.98
15	In-line Flushing Port	1	EA	\$1,500.00	\$1,581.00
16	Air/Vacuum Valve	1	EA	\$2,000.00	\$2,108.00
17	Isolation Valve	1	EA	\$800.00	\$843.20
18	Sod/Seed and Mulch				
	Bahia Sod	100	SY	\$0.20	\$0.21
	St. Augustine Sod	100	SY	\$0.20	\$0.21
	FDOT Seed and Mulch	100	SY	\$0.20	\$0.21
19	Open Cut Road Repair	15	SY	\$125.00	\$131.75
20	Mill and Overlay				
	Less than 50SY per Mobilization	49	SY	\$80.00	\$84.32
	50 or more per Mobilization	50	SY	\$55.00	\$57.97
21	Concrete Driveway Restoration	5	SY	\$48.00	\$50.59
22	Asphalt Sidewalk Restoration	5	SY	\$38.00	\$40.05
23	Concrete Driveway Restoration	10	SY	\$49.00	\$51.65
24	Dewatering w/Wellpoints				
	First Day	1	EA	\$600.00	\$632.40
	Each Additional Day	1	EA	\$70.00	\$73.78
25	4" SCH40 Casing by Direct Bury	20	LF	\$16.00	\$16.86
26	4" SCH40 Casing by Pneumatic Mole	20	LF	\$30.00	\$31.62



# 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: SEPTEMBER 3, 2021  
SUBJECT: FISCAL YEAR 2022 – ANNUAL PURCHASE ORDER  
AUTHORIZATION FOR EVOQUA ODOR CONTRACT  
PRICING EXTENSION

The amount included in the District's FY 2022 budget is sufficient to cover the amount of this request.

Evoqua Water Technologies, Inc. (Evoqua) supplies the District with chemicals and equipment that assists with odor control and/or corrosion control at our plant site and within the collection system. Evoqua has an executed contract in place with Lee County and previously extended the offer to the District to "piggy-back" the executed Lee County contract for our wastewater odor and corrosion control program. The Lee County contract included an initial three-year period which was effective May 14, 2018 through May 13, 2021. At that point, Lee County elected to execute the first of three possible one-year extensions. The Year 1 extension has a term of May 14, 2021 through May 13, 2022.

Lee County utilizes a significant amount of chemicals and equipment through Evoqua. As such, the pricing offered under the current contract provides the District with a competitive pricing advantage when compared to the pricing the District would likely receive if we were to bid the items ourselves. The current authorization request is through May 13, 2022. If and when Lee County exercises the second one-year renewal term, Staff will prepare and submit a separate authorization to cover the anticipated expenses for the remainder of FY2022 (i.e., May 14, 2022, through September 30, 2022).

It should be noted that there is no increase in the unit costs from the current approved contract.

Staff recommends the following motion:

**"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 October 1, 2020 through May 13, 2021, in an amount Not-to-Exceed \$224,000.00".**

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September 3, 2021

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

**RE: FY2022 PRICING LETTER  
LOXAHATCHEE RIVER DISTRICT**

Dear Mr. Pugsley:

Thank you again for your continued interest in Evoqua Water Technologies and for your confidence in our ability to solve your hydrogen sulfide odor and corrosion control needs.

Evoqua Water Technologies will continue to offer the Lee County Contract Piggyback for the period of October 1, 2021 through May 13, 2022.

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

<b>Bioxide:</b>	<b>\$ 2.47 per gallon</b>
<b>Sodium Hydroxide 25%:</b>	<b>\$ 2.47 per gallon</b>
<b>Sodium Hypochlorite:</b>	<b>\$ 2.36 per gallon</b>
<b>Master Lift Station Biofilter:</b>	<b>\$ 3,249.51 per month</b>
<b>WWTF Headworks Biofilter:</b>	<b>\$ 4,240.50 per month</b>

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

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

Sincerely,

**Evoqua Water Technologies LLC**

*Eric Hansen*

Eric Hansen  
Technical Sales Representative





# LOXAHATCHEE RIVER DISTRICT

## *Celebrating 50 Years, 1971-2021*

### MEMORANDUM

**D. Albrey Arrington, Ph.D.**  
EXECUTIVE DIRECTOR

TO: Governing Board  
FROM: Kara Fraraccio, Director of Finance and Administration  
DATE: September 9, 2021  
SUBJECT: Third Cycle Report

**Gordon M. Boggie**  
CHAIRMAN

**Stephen B. Rockoff**  
BOARD MEMBER

**Dr. Matt H. Rostock**  
BOARD MEMBER

**James D. Snyder**  
BOARD MEMBER

The IRS requires Plan Sponsors to restate their retirement plan documents every six years to incorporate legal updates that have occurred during that timeframe. Empower Retirement is the Recordkeeper for the LRD retirement plan aka Money Purchase Plan and Trust, and they have a standard restatement process, named Third Cycle Restatement. Using their standard process and forms, they have submitted the attached Adoption Agreement and Summary Plan Description for your review and ratification.

The Retirement Plan Administrative Committee has reviewed the Adoption Agreement and Summary Plan Description submitted by Empower Retirement along with Bonni Jensen (our retirement plan legal counsel) and have found the plan rules accurately reflect the 2016 Restatement of the District's Plan. However, two items were discussed:

(1) It was noted that item #29 of the Summary Plan Description, while accurately stated, is not how we would prefer to administer the Plan. Item #29 is listed in the Summary Plan Description as:

#### 29. FORFEITURES (Plan Sections 1.21 and 4.3(3))

Timing of Forfeitures. Except as provided in Plan section 1.21, a Forfeiture will occur:

- a. ☐ N/A (may only be selected if all contributions are fully Vested (default provisions at Plan Section 4.3(e) apply))
- b. ☒ As of the earlier of (1) the last day of the Plan Year in which the former Participant incurs five (5) consecutive 1-Year Breaks in Service, or (2) the distribution of the entire Vested portion of the Participant's Account.
- c. ☐ As of the last day of the Plan Year in which the former Participant incurs five (5) consecutive 1-Year Breaks in Service.

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- d. [ ] As soon as reasonably practical after the date the Participant severs employment.

The Administrative Committee recommends the Governing Board to amend the Plan to select option *“d. As soon as reasonably practical after the date the Participant severs employment”* this approach allows more efficient administration of the plan, and will allow the District to recover and utilize forfeited funds following termination of a non-vested participant.

- (2) At the June Administrative Committee meeting, we discussed allowing participants with a minimum balance to remain a part of the Plan after termination. It was brought to our attention during the meeting that our Plan already technically allowed for this. Item #32 in the restated Summary Plan Document addresses this topic. In short, item #32, states – all accounts, regardless of balance, may be distributed as soon as possible after severance of employment; distributions over \$5,000 require participant consent and those under \$5,000 are mandatory. This would mean that terminated participants whose balance is greater than \$5,000 can stay in the Plan after termination (e.g., retirement), if they choose. **The Administrative Committee recommends the Governing Board ratify this selection and allow for participant participation after termination, if their balance is greater than \$5,000.**

The restated Adoption Agreement, Summary Plan Description, and a summary of key document changes can be found in entirety on the following pages.

At this time, I request the Governing Boards approval of the following motions:

**“THAT THE DISTRICT GOVERNING BOARD amends item #29 of the Summary Plan Description to change the timing of Forfeitures to be as soon as reasonably practical after the date the Participant severs employment”**

And

**“THAT THE DISTRICT GOVERNING BOARD ratify item #32 of the Summary Plan Description to allow for terminated participants to continue in the Plan.**

And

**“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute and file the Adoption Agreement with the recommendations above.**

**ADOPTION AGREEMENT FOR  
GREAT-WEST TRUST COMPANY, LLC  
NON-STANDARDIZED  
GOVERNMENTAL 401(a) PRE-APPROVED PLAN**

**CAUTION:** Failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

**EMPLOYER INFORMATION**

(An amendment to the Adoption Agreement is not needed solely to reflect a change in this Employer Information Section.)

1. EMPLOYER'S NAME, ADDRESS, TELEPHONE NUMBER, TIN AND FISCAL YEAR

Name: Loxahatchee River Environmental Control District

Address: 2500 Jupiter Park Drive

Street

Jupiter

City

Florida

State

33458

Zip

Telephone: (561) 401-4095

Taxpayer Identification Number (TIN): 59-1455126

Employer's Fiscal Year ends: September 30

2. TYPE OF GOVERNMENTAL ENTITY. This Plan may only be adopted a state or local governmental entity, or agency thereof, including an Indian tribal government and may not be adopted by any other entity, including a federal government and any agency or instrumentality thereof.

- a. ☒ State government or state agency
- b. ☐ County or county agency
- c. ☐ Municipality or municipal agency
- d. ☐ Indian tribal government (see Note below)

NOTE: An Indian tribal government may only adopt this Plan if such entity is defined under Code §7701(a)(40), is a subdivision of an Indian tribal government as determined in accordance with Code §7871(d), or is an agency or instrumentality of either, and all of the Participants under this Plan employed by such entity substantially perform services as an Employee in essential governmental functions and not in the performance of commercial activities (whether or not an essential government function).

3. PARTICIPATING EMPLOYERS (Plan Section 1.39). Will any other Employers adopt this Plan as Participating Employers?

- a. ☒ No
- b. ☐ Yes

MULTIPLE EMPLOYER PLAN (Plan Article XI). Will any Employers who are not Affiliated Employers adopt this Plan as part of a multiple employer plan (MEP) arrangement?

- c. ☒ No
- d. ☐ Yes (Complete a Participation Agreement for each Participating Employer.)

**PLAN INFORMATION**

(An amendment to the Adoption Agreement is not needed solely to reflect a change in the information in Question 9.)

4. PLAN NAME:

Loxahatchee River Environmental Control District Money Purchase Plan and Trust

5. PLAN STATUS

- a. ☐ New Plan
  - b. ☒ Amendment and restatement of existing Plan
- CYCLE 3 RESTATEMENT** (leave blank if not applicable)

- 1. ☒ This is an amendment and restatement to bring a plan into compliance with the legislative and regulatory changes set forth in IRS Notice 2017-37 (i.e., the 6-year pre-approved plan restatement cycle).

6. EFFECTIVE DATE (Plan Section 1.16) (complete a. if new plan; complete a. AND b. if an amendment and restatement)

**Initial Effective Date of Plan** (except for restatements, cannot be earlier than the first day of the current Plan Year)

- a. January 1, 1980 (enter month day, year) (hereinafter called the "Effective Date" unless 6.b. is entered below)

100096-01 (effective July 16, 2021)

**Restatement Effective Date.** If this is an amendment and restatement, the effective date of the restatement (hereinafter called the "Effective Date") is:

- b. July 16, 2021 (enter month day, year; NOTE: The restatement date may not be prior to the first day of the current Plan Year. Plan contains appropriate retroactive effective dates with respect to provisions for appropriate laws.)

7. PLAN YEAR (Plan Section 1.43) means, except as otherwise provided in d. below:

- a. ☒ the calendar year  
b. ☐ the twelve-month period ending on \_\_\_\_\_ (e.g., June 30th)

SHORT PLAN YEAR (Plan Section 1.47). This is a Short Plan Year (if the effective date of participation is based on a Plan Year, then coordinate with Question 14):

- c. ☒ N/A  
d. ☐ beginning on \_\_\_\_\_ (enter month day, year; e.g., July 1, 2020)  
and ending on \_\_\_\_\_ (enter month day, year).

8. VALUATION DATE (Plan Section 1.53) means:

- a. ☒ every day that the Trustee (or Insurer), any transfer agent appointed by the Trustee (or Insurer) or the Employer, and any stock exchange used by such agent are open for business (daily valuation)  
b. ☐ the last day of each Plan Year  
c. ☐ the last day of each Plan Year quarter  
d. ☐ other (specify day or days): \_\_\_\_\_ (must be at least once each Plan Year)

**NOTE:** The Plan always permits interim valuations.

9. ADMINISTRATOR'S NAME, ADDRESS AND TELEPHONE NUMBER

(If none is named, the Employer will be the Administrator (Plan Section 1.2).)

- a. ☒ Employer (use Employer address and telephone number)  
b. ☐ The Committee appointed by the Employer (use Employer address and telephone number)  
c. ☐ Other:

Name:

Address:

Street

City

State

Zip

Telephone:

10. TYPE OF PLAN (select one)

- a. ☐ Profit Sharing Plan.  
b. ☒ Money Purchase Pension Plan.

11. CONTRIBUTION TYPES

The selections made below must correspond with the selections made under the Contributions and Allocations Section of this Adoption Agreement.

**FROZEN PLAN OR CONTRIBUTIONS HAVE BEEN SUSPENDED** (Plan Section 4.1(c)) (optional)

- a. ☐ This is a frozen Plan (i.e., all contributions cease) (if this is a temporary suspension, select a.2):  
1. ☐ All contributions ceased as of, or prior to, the effective date of this amendment and restatement and the prior Plan provisions are not reflected in this Adoption Agreement (may enter effective date at 3. below and/or select prior contributions at g. - j. (optional), skip questions 12-18 and 22-30)  
2. ☐ All contributions ceased or were suspended and the prior Plan provisions are reflected in this Adoption Agreement (must enter effective date at 3. below and select contributions at b. - f.)

**Effective date**

3. ☐ as of \_\_\_\_\_ (effective date is optional unless a.2. has been selected above or this is the amendment or restatement to freeze the Plan).

**CURRENT CONTRIBUTIONS**

The Plan permits the following contributions (select one or more):

- b. ☒ **Employer contributions other than matching** (Questions 24-25)  
1. ☐ This Plan qualifies as a Social Security Replacement Plan (Question 24.c. must be selected)  
c. ☐ **Employer matching contributions** (Questions 26-28)  
d. ☒ **Mandatory Employee contributions** (Question 30)

- e. ☐ **After-tax voluntary Employee contributions**  
 f. ☒ **Rollover contributions** (Question 36)

**PRIOR CONTRIBUTIONS**

The Plan used to permit, but no longer does, the following contributions (choose all that apply, if any):

- g. ☐ **Employer matching contributions**  
 h. ☐ **Employer contributions other than matching contributions**  
 i. ☐ **Rollover contributions**  
 j. ☐ **After-tax voluntary Employee contributions**

**ELIGIBILITY REQUIREMENTS**

12. **ELIGIBLE EMPLOYEES** (Plan Section 1.17) means all Employees (including Leased Employees) EXCEPT those Employees who are excluded below or elsewhere in the Plan: (select a. or b.)

- a. ☐ **No excluded Employees.** There are no additional excluded Employees under the Plan (skip to Question 13).  
 b. ☒ **Exclusions.** The following Employees are not Eligible Employees for Plan purposes (select one or more):  
     1. ☐ Union Employees (as defined in Plan Section 1.17)  
     2. ☐ Nonresident aliens (as defined in Plan Section 1.17)  
     3. ☐ Leased Employees (Plan Section 1.29)  
     4. ☒ Part-time Employees. A part-time Employee is an Employee whose regularly scheduled service is less than 30 Hours of Service in the relevant eligibility computation period (as defined in Plan Section 1.55).  
     5. ☒ Temporary Employees. A temporary Employee is an Employee who is categorized as a temporary Employee on the Employer's payroll records.  
     6. ☒ Seasonal Employees. A seasonal Employee is an Employee who is categorized as a seasonal Employee on the Employer's payroll records.  
     7. ☐ Other: \_\_\_\_\_ (must be definitely determinable under Regulation §1.401-1(b). Exclusions may be employment title specific but may not be by individual name)

**NOTE:** If option 4. - 6. (part-time, temporary and/or seasonal exclusions) is selected, when any such excluded Employee actually completes 1 Year of Service, then such Employee will no longer be part of this excluded class. For this purpose, the Hours of Service method will be used for the 1 Year of Service override regardless of any contrary selection at Question 16.

13. **CONDITIONS OF ELIGIBILITY** (Plan Section 3.1)

- a. ☐ **No age and service required.** No age and service required for all Contribution Types (skip to Question 14).  
 b. ☒ **Eligibility.** An Eligible Employee will be eligible to participate in the Plan upon satisfaction of the following (complete c. and d., select e. and f. if applicable):

**Eligibility Requirements**

- c. ☒ **Age Requirement**

1. ☐ No age requirement  
 2. ☐ Age 20 1/2  
 3. ☐ Age 21  
 4. ☒ Age 18 (may not exceed 26)

- d. ☒ **Service Requirement**

1. ☐ No service requirement  
 2. ☐ \_\_\_\_\_ (not to exceed 60) months of service (elapsed time)  
 3. ☒ 1 Year of Service  
 4. ☐ \_\_\_\_\_ (not to exceed 5) Years of Service  
 5. ☐ \_\_\_\_\_ consecutive month period from the Eligible Employee's employment commencement date and during which at least \_\_\_\_\_ Hours of Service are completed.  
 6. ☐ \_\_\_\_\_ consecutive months of employment.  
 7. ☐ Other: \_\_\_\_\_ (e.g., date on which 1,000 Hours of Service is completed within the computation period) (must satisfy the Notes below)

**NOTE:** If c.4. or d.7. is selected, the condition must be an age or service requirement that is definitely determinable and may not exceed age 26 and may not exceed 5 Years of Service.

**NOTE:** Year of Service means Period of Service if the elapsed time method is chosen.

**Waiver of conditions.** The service and/or age requirements specified above will be waived in accordance with the following (leave blank if there are no waivers of conditions):

- e. ☐ If employed on \_\_\_\_\_ the following requirements, and the entry date requirement, will be waived. The waiver applies to any Eligible Employee unless 3. selected below. Such Employees will enter the Plan as of such date (select 1. and/or 2. AND 3. if applicable):  
     1. ☐ service requirement (may let part-time Eligible Employees into the Plan)  
     2. ☐ age requirement  
     3. ☐ waiver is for: \_\_\_\_\_

**Amendment or restatement to change eligibility requirements**

- f. ☐ This amendment or restatement (or a prior amendment and restatement) modified the eligibility requirements and the prior eligibility conditions continue to apply to the Eligible Employees specified below. If this option is NOT selected, then all Eligible Employees must satisfy the eligibility conditions set forth above.
1. ☐ The eligibility conditions above only apply to Eligible Employees who were not Participants as of the effective date of the modification.
  2. ☐ The eligibility conditions above only apply to individuals who were hired on or after the effective date of the modification.

14. **EFFECTIVE DATE OF PARTICIPATION (ENTRY DATE) (Plan Section 3.2)**

An Eligible Employee who has satisfied the eligibility requirements will become a Participant in the Plan as of the:

- a. ☒ date such requirements are met
- b. ☐ first day of the month coinciding with or next following the date on which such requirements are met
- c. ☐ first day of the Plan Year quarter coinciding with or next following the date on which such requirements are met
- d. ☐ earlier of the first day of the Plan Year or the first day of the seventh month of the Plan Year coinciding with or next following the date on which such requirements are met
- e. ☐ first day of the Plan Year coinciding with or next following the date on which such requirements are met
- f. ☐ first day of the Plan Year in which such requirements are met
- g. ☐ first day of the Plan Year in which such requirements are met, if such requirements are met in the first 6 months of the Plan Year, or as of the first day of the next succeeding Plan Year if such requirements are met in the last 6 months of the Plan Year.
- h. ☐ other: \_\_\_\_\_ (must be definitely determinable)

**SERVICE**15. **RECOGNITION OF SERVICE WITH OTHER EMPLOYERS (Plan Sections 1.40 and 1.55)**

- a. ☒ No service with other employers is recognized except as otherwise required by law (e.g., the Plan already provides for the recognition of service with Employers who have adopted this Plan as well as service with Affiliated Employers and predecessor Employers who maintained this Plan; skip to Question 16).
- b. ☐ Service with the designated employers is recognized as follows (select c. – e. and one or more of columns 1. - 3.; chose other options as applicable) (if more than 3 employers, attach an addendum to the Adoption Agreement or complete option h. under Section B of Appendix A):

	1.	2.	3.
Other Employer	Eligibility	Vesting	Contribution Allocation
c. <input type="checkbox"/> Employer name: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. <input type="checkbox"/> Employer name: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. <input type="checkbox"/> Employer name: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Limitations**

- f. ☐ The following provisions or limitations apply with respect to the recognition of prior service: \_\_\_\_\_  
(e.g., credit service with X only on/following 1/1/19)
- g. ☐ The following provisions or limitations apply with respect to the recognition of service with other employers: \_\_\_\_\_  
(e.g., credit service with X only on/following 1/1/19 or credit all service with entities the Employer acquires after 12/31/18)

**NOTE:** If the other Employer(s) maintained this qualified Plan, then Years (and/or Periods) of Service with such Employer(s) must be recognized pursuant to Plan Sections 1.40 and 1.55 regardless of any selections above.

16. **SERVICE CREDITING METHOD (Plan Sections 1.40 and 1.55)**

**NOTE:** If any Plan provision is based on a Year of Service, then the provisions set forth in the definition of Year of Service in Plan Section 1.55 will apply, including the following defaults, except as otherwise elected below:

1. A Year of Service means completion of at least 1,000 Hours of Service during the applicable computation period.
2. Hours of Service (Plan Section 1.24) will be based on actual Hours of Service except that for Employees for whom records of actual Hours of Service are not maintained or available (e.g., salaried Employees), the monthly equivalency will be used.



3. For eligibility purposes, the computation period will be as defined in Plan Section 1.55 (i.e., shift to the Plan Year if the eligibility condition is one (1) Year of Service or less).
  4. For vesting, allocation, and distribution purposes, the computation period will be the Plan Year.
  5. Upon an Employee's rehire, all prior service with the Employer is taken into account for all purposes.
- a. ☒ **Elapsed time method.** (Period of Service applies instead of Year of Service) Instead of Hours of Service, elapsed time will be used for:
1. ☒ all purposes (skip to Question 17)
  2. ☐ the following purposes (select one or more):
    - a. ☐ eligibility to participate
    - b. ☐ vesting
    - c. ☐ allocations, distributions and contributions
- b. ☐ **Alternative definitions for the Hours of Service method.** Instead of the defaults, the following alternatives will apply for the Hours of Service method (select one or more):
1. ☐ **Eligibility computation period.** Instead of shifting to the Plan Year, the eligibility computation period after the initial eligibility computation period will be based on each anniversary of the date the Employee first completes an Hour of Service
  2. ☐ **Vesting computation period.** Instead of the Plan Year, the vesting computation period will be the date an Employee first performs an Hour of Service and each anniversary thereof.
  3. ☐ **Equivalency method.** Instead of using actual Hours of Service, an equivalency method will be used to determine Hours of Service for:
    - a. ☐ all purposes
    - b. ☐ the following purposes (select one or more):
      1. ☐ eligibility to participate
      2. ☐ vesting
      3. ☐ allocations, distribution and contributions

Such method will apply to:

    - c. ☐ all Employees
    - d. ☐ Employees for whom records of actual Hours of Service are not maintained or available (e.g., salaried Employees)
    - e. ☐ other: \_\_\_\_\_ (e.g., per-diem Employees only)

Hours of Service will be determined on the basis of:

    - f. ☐ days worked (10 hours per day)
    - g. ☐ weeks worked (45 hours per week)
    - h. ☐ semi-monthly payroll periods worked (95 hours per semi-monthly pay period)
    - i. ☐ months worked (190 hours per month)
    - j. ☐ bi-weekly payroll periods worked (90 hours per bi-weekly pay period)
    - k. ☐ other: \_\_\_\_\_ (e.g., option f. is used for per-diem Employees and option g. is used for on-call Employees).
  4. ☐ **Number of Hours of Service required.** Instead of 1,000 Hours of Service, Year of Service means the applicable computation period during which an Employee has completed at least \_\_\_\_\_ (not to exceed 1,000) Hours of Service for:
    - a. ☐ all purposes
    - b. ☐ the following purposes (select one or more):
      1. ☐ eligibility to participate
      2. ☐ vesting
      3. ☐ allocations, distributions and contributions
- c. ☐ **Alternative for counting all prior service.** Instead of the default which recognizes all prior service for rehired Employees, the Plan will not recognize prior service and rehired Employee are treated as new hires for the following purposes: (select one)
1. ☐ all purposes
  2. ☐ the following purposes (select one or more):
    - a. ☐ eligibility to participate
    - b. ☐ vesting
    - c. ☐ sharing in allocations or contributions

- d. ☐ **Other service crediting provisions:** \_\_\_\_\_ (must be definitely determinable; e.g., for vesting a Year of Service is based on 1,000 Hours of Service but for eligibility a Year of Service is based on 900 Hours of Service.)

NOTE: Must not list more than 1,000 hours in this Section. This servicing credit provision will be used for:

1. ☐ All purposes
2. ☐ The following purposes (select one or more):
  - a. ☐ eligibility to participate
  - b. ☐ vesting
  - c. ☐ allocations, distributions and contributions

## VESTING

### 17. VESTING OF PARTICIPANT'S INTEREST – EMPLOYER CONTRIBUTIONS (Plan Section 6.4(b))

- a. ☐ N/A (no Employer contributions; skip to Question 19)
- b. ☒ The vesting provisions selected below apply. Section B of Appendix A can be used to specify any exceptions to the provisions below.

NOTE: The Plan provides that contributions for converted sick leave and/or vacation leave are fully Vested.

#### Vesting for Employer contributions other than matching contributions

- c. ☐ N/A (no Employer contributions (other than matching contributions); skip to f.)
- d. ☐ 100% vesting. Participants are 100% Vested in Employer contributions (other than matching contributions) upon entering Plan.
- e. ☒ The following vesting schedule, based on a Participant's Years of Service (or Periods of Service if the elapsed time method is selected), applies to Employer contributions (other than matching contributions):
  1. ☐ 6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%; 6 years-100%
  2. ☐ 4 Year Graded: 1 year-25%; 2 years-50%; 3 years-75%; 4 years-100%
  3. ☐ 5 Year Graded: 1 year-20%; 2 years-40%; 3 years-60%; 4 years-80%; 5 years-100%
  4. ☒ Cliff: 100% vesting after 3 (not to exceed 15) years
  5. ☐ Other graded vesting schedule (must provide for full vesting no later than 15 years of service; add additional lines as necessary)

Years (or Periods) of Service	Percentage
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

#### Vesting for Employer matching contributions

- f. ☒ N/A (no Employer matching contributions)
- g. ☐ The schedule above will also apply to Employer matching contributions.
- h. ☐ 100% vesting. Participants are 100% Vested in Employer matching contributions upon entering Plan.
- i. ☐ The following vesting schedule, based on a Participant's Years of Service (or Periods of Service if the elapsed time method is selected), applies to Employer matching contributions:
  1. ☐ 6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%; 6 years-100%
  2. ☐ 4 Year Graded: 1 year-25%; 2 years-50%; 3 years-75%; 4 years-100%
  3. ☐ 5 Year Graded: 1 year-20%; 2 years-40%; 3 years-60%; 4 years-80%; 5 years-100%
  4. ☐ Cliff: 100% vesting after \_\_\_\_\_ (not to exceed 15) years
  5. ☐ Other graded vesting schedule (must provide for full vesting no later than 15 years of service; add additional lines as necessary)

Years (or Periods) of Service	Percentage
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

**NOTE:** If any Part-time/Seasonal/Temporary Employees who are not covered under Social Security are participating in this Plan as a Social Security Replacement Plan, any contributions used to satisfy the minimum contribution requirements of Question 24.e. will be 100% vested.

18. VESTING OPTIONS

**Excluded vesting service.** The following Years of Service will be disregarded for vesting purposes (select all that apply; leave blank if none apply):

- a. ☐ Service prior to the initial Effective Date of the Plan or a predecessor plan (as defined in Regulations §1.411(a)-5(b)(3))
- b. ☐ Service prior to the computation period in which an Employee has attained age \_\_\_\_\_.
- c. ☐ Service during a period for which an Employee did not make mandatory Employee contributions.

**Vesting for death, Total And Permanent Disability and Early/Normal Retirement.** Regardless of the vesting schedule, a Participant will become fully Vested upon (select all that apply; leave blank if none apply):

- d. ☒ Death
- e. ☒ Total and Permanent Disability
- f. ☐ Early Retirement Date
- g. ☒ Normal Retirement Age

RETIREMENT AGES

19. NORMAL RETIREMENT AGE ("NRA") (Plan Section 1.33) means:

This Question 19 and Question 20 may be skipped if the Plan does not base any benefits, distributions or other features on Normal Retirement Age.

- a. ☒ **Specific age.** The date a Participant attains age 59 1/2
- b. ☐ **Age/participation.** The later of the date a Participant attains age \_\_\_\_\_ or the \_\_\_\_\_ anniversary of the first day of the Plan Year in which participation in the Plan commenced
- c. ☐ **Other:** \_\_\_\_\_ (must be definitely determinable)

**NOTE:** If this is a Money Purchase Pension Plan and in-service distributions at Normal Retirement Age are permitted, then the Normal Retirement Age cannot be less than age 62, or age 50 if substantially all Participants are qualified public safety employees (as defined in Code §72(t)(1)). The "substantially all" requirement for qualified public safety employees will no longer be a requirement as of the effective date of the final regulations once they are issued & effective. If an age less than 62 is inserted (unless the age 50 safe harbor is applicable for a qualified public safety employee), no reliance will be afforded on the Opinion Letter issued to the Plan that such age is reasonably representative of the typical retirement age for the industry in which the Participants works. Effective for Employees hired during Plan Years beginning on or after the later of (1) January 1, 2015, or (2) the close of the first legislative session of the legislative body with the authority to amend the plan that begins on or after the date that is three (3) months after the final regulations are published in the Federal Register, an NRA of less than age 62 must comply with the final regulations under §401(a).

**Qualified public safety employees.** Normal Retirement Age for public safety employees (as defined in Code §72(t)(1)) (leave blank if not applicable)

- d. ☐ Age \_\_\_\_\_ (may not be less than 50 for a Money Purchase Pension Plan)

20. NORMAL RETIREMENT DATE (Plan Section 1.34) means, with respect to any Participant, the:

- a. ☒ date on which the Participant attains "NRA"
- b. ☐ first day of the month coinciding with or next following the Participant's "NRA"
- c. ☐ first day of the month nearest the Participant's "NRA"
- d. ☐ Anniversary Date coinciding with or next following the Participant's "NRA"
- e. ☐ Anniversary Date nearest the Participant's "NRA"
- f. ☐ Other: \_\_\_\_\_ (e.g., first day of the month following the Participant's "NRA").

21. **EARLY RETIREMENT DATE** (Plan Section 1.15)
- a. ☒ N/A (no early retirement provision provided)
- b. ☐ Early Retirement Date means the:
1. ☐ date on which a Participant satisfies the early retirement requirements
  2. ☐ first day of the month coinciding with or next following the date on which a Participant satisfies the early retirement requirements
  3. ☐ Anniversary Date coinciding with or next following the date on which a Participant satisfies the early retirement requirements
- Early retirement requirements**
4. ☐ Participant attains age \_\_\_\_\_  
**AND**, completes.... (leave blank if not applicable)
- a. ☐ at least \_\_\_\_\_ Years (or Periods) of Service for vesting purposes
  - b. ☐ at least \_\_\_\_\_ Years (or Periods) of Service for eligibility purposes
- c. ☐ Early Retirement Date means: \_\_\_\_\_ (must be definitely determinable)

## COMPENSATION

22. **COMPENSATION** with respect to any Participant is defined as follows (Plan Sections 1.10 and 1.23).

### Base definition

- a. ☒ Wages, tips and other compensation on Form W-2
- b. ☐ Code §3401(a) wages (wages for withholding purposes)
- c. ☐ 415 safe harbor compensation

**NOTE:** Plan Section 1.10(c) provides that the base definition of Compensation includes deferrals that are not included in income due to Code §§401(k), 125, 132(f)(4), 403(b), 402(h)(1)(B)(SEP), 414(h)(2), & 457.

**Determination period.** Compensation will be based on the following "determination period" (this will also be the Limitation Year unless otherwise elected at option f. under Section B of Appendix A):

- d. ☒ the Plan Year
- e. ☐ the Fiscal Year coinciding with or ending within the Plan Year
- f. ☐ the calendar year coinciding with or ending within the Plan Year

**Adjustments to Compensation** (for Plan Section 1.10). Compensation will be adjusted by:

- g. ☐ **No adjustments** (skip to Question 23. below)
- h. ☒ **Adjustments.** Compensation will be adjusted by (select all that apply):
1. ☐ excluding salary reductions (401(k), 125, 132(f)(4), 403(b), SEP, 414(h)(2) pickup, & 457(b))
  2. ☒ excluding reimbursements or other expense allowances, fringe benefits (cash or non-cash), moving expenses, deferred compensation (other than deferrals specified in 1. above) and welfare benefits.
  3. ☐ excluding Compensation paid during the "determination period" while not a Participant in the Plan.
  4. ☐ excluding Military Differential Pay
  5. ☐ excluding overtime
  6. ☐ excluding bonuses
  7. ☐ other: \_\_\_\_\_ (e.g., describe Compensation from the elections available above or a combination thereof as to a Participant group (e.g., no exclusions as to Division A Employees and exclude bonuses as to Division B Employees); and/or describe another exclusion (e.g., exclude shift differential pay)).

23. **POST-SEVERANCE COMPENSATION** (415 REGULATIONS)

**415 Compensation (post-severance compensation adjustments)** (select all that apply at a.; leave blank if none apply)

**NOTE:** Unless otherwise elected under a. below, the following defaults apply: 415 Compensation will **include** (to the extent provided in Plan Section 1.23), post-severance regular pay, leave cash-outs and payments from nonqualified unfunded deferred compensation plans.

- a. ☒ The defaults listed above apply except for the following (select one or more):
1. ☐ Leave cash-outs will be **excluded**
  2. ☒ Nonqualified unfunded deferred compensation will be **excluded**
  3. ☐ Disability continuation payments will be **included** for all Participants and the salary continuation will continue for the following fixed or determinable period: \_\_\_\_\_
  4. ☐ Other: \_\_\_\_\_ (must be definitely determinable)

### Plan Compensation (post-severance compensation adjustments)

- b. ☐ **Defaults apply.** Compensation will **include** (to the extent provided in Plan Section 1.10 and to the extent such amounts would be included in Compensation if paid prior to severance of employment) post-severance regular pay, leave cash-outs, and payments from nonqualified unfunded deferred compensation plans. (skip to Question 24)
- c. ☐ **Exclude all post-severance compensation.** Exclude all post-severance compensation for allocation purposes.
- d. ☒ **Post-severance adjustments.** The defaults listed at b. apply except for the following (select one or more):
1. ☐ Exclude all post-severance compensation

2. ☐ Regular pay will be **excluded**
3. ☐ Leave cash-outs will be **excluded**
4. ☐ Nonqualified unfunded deferred compensation will be **excluded**
5. ☒ Military Differential Pay will be **included**
6. ☐ Disability continuation payments will be **included** for all Participants and the salary continuation will continue for the following fixed or determinable period: \_\_\_\_\_
- e. ☐ Other: \_\_\_\_\_ (must be definitely determinable)

## CONTRIBUTIONS AND ALLOCATIONS

24. EMPLOYER CONTRIBUTIONS (OTHER THAN MATCHING CONTRIBUTIONS) (Plan Section 4.1(a)(2)) (skip to Question 26 if Employer contributions are NOT selected at Question 11.b.)

CONTRIBUTION FORMULA (select one or more of the following contribution formulas:)

- a. ☒ **Fixed contribution** equal to (only select one):
1. ☒ 12 % of each Participant's Compensation for each:
    - a. ☐ Plan Year
    - b. ☐ calendar quarter
    - c. ☐ month
    - d. ☒ pay period
    - e. ☐ week
  2. ☐ \$ \_\_\_\_\_ per Participant.
  3. ☐ \$ \_\_\_\_\_ per Hour of Service worked while an Eligible Employee
    - a. ☐ up to \_\_\_\_\_ hours (leave blank if no limit)
  4. ☐ other: \_\_\_\_\_ (the formula described must satisfy the definitely determinable requirement under Regulation §1.401-1(b)) **NOTE:** Under Question 24.c.4., the Employer may only describe the allocation of Nonelective Contributions from the elections available under Question 24.c of this Adoption Agreement and/or a combination thereof as to a Participant group (e.g., a monthly contribution applies to Group A).
- b. ☐ **Sick leave/vacation leave conversion.** The Employer will contribute an amount equal to an Employee's current hourly rate of pay multiplied by the Participant's number of unused accumulated sick leave and/or vacation days (as selected below). Only unpaid sick and vacation leave for which the Employee has no right to receive in cash may be included. In no event will the Employer's contribution for the Plan Year exceed the maximum contribution permitted under Code §415(c).

The following may be converted under the Plan: (select one or both):

1. ☐ Sick leave
2. ☐ Vacation leave

**Eligible Employees.** Only the following Participants shall receive the Employer contribution for sick leave and/or vacation leave (select 3. and/or 4; leave blank if no limitations provided, however, that this Plan may not be used to only provide benefits for terminated Employees)

3. ☐ **Former Employees.** All Employees terminating service with the Employer during the Plan Year and who have satisfied the eligibility requirements based on the terms of the Employer's accumulated benefits plans checked below (select all that apply; leave blank if no exclusions):
    - a. ☐ The Former Employee must be at least age \_\_\_\_\_ (e.g., 55)
    - b. ☐ The value of the sick and/or vacation leave must be at least \$ \_\_\_\_\_ (e.g., \$2,000)
    - c. ☐ A contribution will only be made if the total hours is over \_\_\_\_\_ (e.g., 10) hours
    - d. ☐ A contribution will not be made for hours in excess of \_\_\_\_\_ (e.g., 40) hours
  4. ☐ **Active Employees.** Active Employees who have not terminated service during the Plan Year and who meet the following requirements (select all that apply; leave blank if no exclusions):
    - a. ☐ The Employee must be at least age \_\_\_\_\_ (e.g., 55)
    - b. ☐ The value of the sick and/or vacation leave must be at least \$ \_\_\_\_\_ (e.g., \$2,000)
    - c. ☐ A contribution will only be made if the total hours is over \_\_\_\_\_ (e.g., 10) hours
    - d. ☐ A contribution will not be made for hours in excess of \_\_\_\_\_ (e.g., 40) hours
- c. ☐ **Social Security Replacement Plan.** Except as provided below, the Employer will contribute an amount equal to 7.5% of each eligible Participant's Compensation for the entire Plan Year, reduced by mandatory Employee contributions that are picked-up under Code §414(h) and Employer contributions to this Plan actually contributed to the Participant's Account during such Plan Year. (may only be selected if Question 11.b.1. has also been selected)
- AND,** only the following Employees will NOT be eligible for the Social Security Replacement Plan contribution: (select all that apply)
1. ☐ Part-time Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Regulation §31.3121(b)(7)-2. A part-time Employee is an Employee whose regularly scheduled service is less than \_\_\_\_\_ Hours of Service in the relevant eligibility computation period (as defined in Plan Section 1.55).

2. ☐ Seasonal Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Regulation §31.3121(b)(7)-2. A seasonal Employee is an Employee who is categorized as a seasonal Employee on the Employer's payroll records.
3. ☐ Temporary Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Regulation §31.3121(b)(7)-2. A temporary Employee is an Employee who is categorized as a temporary Employee on the Employer's payroll records.
4. ☐ Employees in elective positions (filled by an election, which may be by legislative body, board or committee, or by a jurisdiction's qualified electorate)
5. ☐ Other: \_\_\_\_\_ (any other group of Employees that is definitely determinable and not eligible for the Social Security Replacement Plan contribution).

The minimum contribution of 7.5% stated above will be satisfied by:

- a. ☐ the Employee only (specify the contribution at the mandatory Employee contributions Question 30)
- b. ☐ the Employer only
- c. ☐ both the Employee and the Employer. The Employee shall contribute the amount specified in Question 30 for mandatory Employee contributions) and the Employer shall contribute \_\_\_\_\_% of each eligible Participant's Compensation.

NOTE: If a. or c. above is selected, then the mandatory Employee contribution must be picked-up by the Employer at Question 30. Also, if b. or c. above is selected, then the allocation conditions in Question 25 below do not apply to the Employer contribution made pursuant to this provision.

25. ALLOCATION CONDITIONS (Plan Section 4.3). If 24.a. is selected above, indicate requirements to share in allocations of Employer contributions (select a. OR b. and all that apply at c. - e.)

- a. ☒ **No conditions.** All Participants share in the allocations regardless of service completed during the Plan Year or employment status on the last day of the Plan Year (skip to Question 26).

- b. ☐ **Allocation conditions apply** (select one of 1. - 5. AND one of 6. - 9. below)

**Conditions for Participants NOT employed on the last day of the Plan Year**

1. ☐ A Participant must complete at least \_\_\_\_\_ (not to exceed 500) Hours of Service if the actual hours/equivalency method is selected (or at least \_\_\_\_\_ (not to exceed 3) months of service if the elapsed time method is selected).
2. ☐ A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
3. ☐ Participants will NOT share in the allocations, regardless of service.
4. ☐ Participants will share in the allocations, regardless of service.
5. ☐ Other: \_\_\_\_\_ (must be definitely determinable and not subject to Employer discretion)

**Conditions for Participants employed on the last day of the Plan Year**

6. ☐ No service requirement.
7. ☐ A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
8. ☐ A Participant must complete at least \_\_\_\_\_ Hours of Service during the Plan Year.
9. ☐ Other: \_\_\_\_\_ (must be definitely determinable and not subject to Employer discretion)

**Waiver of conditions for Participants NOT employed on the last day of the Plan Year.** If b.1., 2., 3., or 5. above is selected, Participants who are not employed on the last day of the Plan Year in which one of the following events occur will be eligible to share in the allocations regardless of the above conditions (select all that apply; leave blank if none apply):

- c. ☐ Death
- d. ☐ Total and Permanent Disability
- e. ☐ Termination of employment on or after Normal Retirement Age
  1. ☐ or Early Retirement Date

26. EMPLOYER MATCHING CONTRIBUTIONS (Plan Section 4.1(a)(3) and Plan Section 4.12). (skip to Question 29 if matching contributions are NOT selected at Question 11.c.) The Employer will make the following matching contributions:

- A. **Employee contributions taken into account.** For purposes of applying the matching contribution provisions below, the following amounts are being matched (hereafter referred to as "matched Employee contributions" (select one or more):

- a. ☐ Elective deferrals to a **457 plan**. Enter Plan name(s): \_\_\_\_\_
- b. ☐ Elective deferrals to a **403(b) plan**. Enter Plan name(s): \_\_\_\_\_
- c. ☐ Voluntary Employee Contributions
- d. ☐ Other: \_\_\_\_\_ (specify amounts that are matched under this Plan and are provided for within this Adoption Agreement)



B. **Matching Formula.** (select one)

- e. ☐ **Fixed - uniform rate/amount.** The Employer will make matching contributions equal to \_\_\_\_\_% (e.g., 50) of the Participant's "matched Employee contributions"
1. ☐ that do not exceed \_\_\_\_\_% of a Participant's Compensation (leave blank if no limit)

- f. ☐ **Fixed - tiered.** The Employer will make matching contributions equal to a uniform percentage of each tier of each Participant's "matched Employee contributions", determined as follows:

**NOTE:** Fill in only percentages or dollar amounts, but not both. If percentages are used, each tier represents the amount of the Participant's applicable contributions that equals the specified percentage of the Participant's Compensation (add additional tiers if necessary):

Tiers of Contributions (indicate \$ or %)	Matching Percentage
First _____	_____ %
Next _____	_____ %
Next _____	_____ %
Next _____	_____ %

- g. ☐ **Fixed - Years of Service.** The Employer will make matching contributions equal to a uniform percentage of each Participant's "matched Employee contributions" based on the Participant's Years of Service (or Periods of Service if the elapsed time method is selected), determined as follows (add additional tiers if necessary):

Years (or Periods) of Service	Matching Percentage
_____	_____ %
_____	_____ %
_____	_____ %

For purposes of the above matching contribution formula, a Year (or Period) of Service means a Year (or Period) of Service for:

1. ☐ vesting purposes
2. ☐ eligibility purposes
- h. ☐ Other: \_\_\_\_\_ (the formula described must satisfy the definitely determinable requirement under Regulation §1.401-1(b) and if this is a Money Purchase Pension Plan, it must not be a discretionary contribution formula. **NOTE:** Under Question 26.B.j., the Employer may only describe the allocation of Matching Contributions from the elections available under Question 26 and/or a combination thereof as to a Participant group or contribution type (e.g., fixed – uniform rate applies to Group A; contributions to other Employees will be allocated as a tiered contribution.)

27. **MATCHING CONTRIBUTION PROVISIONS**

- A. **Maximum matching contribution.** The total matching contribution made on behalf of any Participant for any Plan Year will not exceed:
- a. ☐ N/A (no Plan specific limit on the amount of matching contribution)
- b. ☐ \$\_\_\_\_\_.
- c. ☐ \_\_\_\_\_% of Compensation.
- B. **Period of determination.** Any matching contribution other than a "Flexible Discretionary Match" will be applied on the following basis (and "matched Employee contributions" and any Compensation or dollar limitation used in determining the matching contribution will be based on the applicable period. Skip if the only Matching Contribution is a Flexible Discretionary Match.):
- d. ☐ the Plan Year (potential annual true-up required)
- e. ☐ each payroll period (no true-up)
- f. ☐ each month (potential monthly true-up required)
- g. ☐ each Plan Year quarter (potential quarterly true-up required)
- h. ☐ each payroll unit (e.g., hour) (no true-up)

28. **ALLOCATION CONDITIONS** (Plan Section 4.3) Select a. OR b. and all that apply of c. - h.

- a. ☐ **No conditions.** All Participants share in the allocations regardless of service completed during the Plan Year or employment status on the last day of the Plan Year (skip to Question 29).
- b. ☐ **Allocation conditions apply** (select one of 1. - 5. AND one of 6. - 9. below)
- Conditions for Participants NOT employed on the last day of the Plan Year.**
1. ☐ A Participant must complete more than \_\_\_\_\_ Hours of Service (or \_\_\_\_\_ months of service if the elapsed time method is selected).
2. ☐ A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
3. ☐ Participants will NOT share in the allocations, regardless of service.
4. ☐ Participants will share in the allocations, regardless of service.
5. ☐ Other: \_\_\_\_\_ (must be definitely determinable)

**Conditions for Participants employed on the last day of the Plan Year**

6. ☐ No service requirement.
7. ☐ A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
8. ☐ A Participant must complete at least \_\_\_\_\_ Hours of Service during the Plan Year.
9. ☐ Other: \_\_\_\_\_ (must be definitely determinable and not subject to Employer discretion)

**Waiver of conditions for Participants NOT employed on the last day of the Plan Year.** If b.1., 2., 3., or 5. is selected, Participants who are not employed on the last day of the Plan Year in which one of the following events occur will be eligible to share in the allocations regardless of the above conditions (select all that apply; leave blank if none apply):

- c. ☐ Death
- d. ☐ Total and Permanent Disability
- e. ☐ Termination of employment on or after Normal Retirement Age
1. ☐ or Early Retirement Date

**Conditions based on period other than Plan Year.** The allocation conditions above will be applied based on the Plan Year unless otherwise selected below. If selected, the above provisions will be applied by substituting the term Plan Year with the specified period (e.g., if Plan Year quarter is selected below and the allocation condition is 250 Hours of Service per quarter, enter 250 hours (not 1000) at b.8. above).

- f. ☐ The Plan Year quarter.
- g. ☐ Payroll period.
- h. ☐ Other: \_\_\_\_\_ (must be definitely determinable and not subject to Employer discretion and may not be longer than a twelve month period).

29. **FORFEITURES** (Plan Sections 1.21 and 4.3(e))

**Timing of Forfeitures.** Except as provided in Plan Section 1.21, a Forfeiture will occur:

- a. ☐ N/A (may only be selected if all contributions are fully Vested (default provisions at Plan Section 4.3(e) apply))
- b. ☒ As of the earlier of (1) the last day of the Plan Year in which the former Participant incurs five (5) consecutive 1-Year Breaks in Service, or (2) the distribution of the entire Vested portion of the Participant's Account.
- c. ☐ As of the last day of the Plan Year in which the former Participant incurs five (5) consecutive 1-Year Breaks in Service.
- d. ☐ As soon as reasonably practical after the date the Participant severs employment.

**Use of Forfeitures.** (skip if this is NOT a Money Purchase Pension Plan; for Profit Sharing Plans, Forfeitures are disposed of in accordance with Employer direction that is consistent with Section 4.3(e)).

Forfeitures will be (select one):

- e. ☐ added to the Employer contribution and allocated in the same manner
- f. ☒ used to reduce any Employer contribution
- g. ☐ allocated to all Participants eligible to share in the allocations of Employer contributions or Forfeitures in the same proportion that each Participant's Compensation for the Plan Year bears to the Compensation of all Participants for such year
- h. ☐ other: \_\_\_\_\_ (describe the treatment of Forfeitures in a manner that is definitely determinable and that is not subject to Employer discretion)

30. **MANDATORY EMPLOYEE CONTRIBUTIONS** (Plan Section 4.8) (skip if mandatory Employee contributions NOT selected at Question 11.d.)

**Type of mandatory Employee Contribution.** The mandatory Employee contribution is being made in accordance with the following: (select one)

- a. ☒ The mandatory Employee contribution is a condition of employment.
- b. ☐ The Employee must make, on or before first being eligible to participate under any Plan of the Employer, an irrevocable election to contribute the mandatory Employee contribution to the Plan. No Eligible Employee will become a Participant unless the Employee makes such an irrevocable election.

**Amount of mandatory Employee Contribution** (select one)

- c. ☒ An Eligible Employee must contribute to the Plan 4 % (not to exceed 25%) of Compensation.
- d. ☐ An Eligible Employee must, prior to his or her first Entry Date, make a one-time irrevocable election to contribute to the Plan from \_\_\_\_\_ % (not less than 1%) to \_\_\_\_\_ % (not to exceed 25%) of Compensation.

**Conditions of Mandatory Employee Contributions**

- e. ☐ **Additional provisions and conditions:** \_\_\_\_\_ (must be definitely determinable; e.g., Only full-time Employees must make mandatory Employee contributions)

**Employer pick-up contribution.** The mandatory Employee contribution is "picked-up" by the Employer under Code §414(h)(2) unless elected below. (select if applicable)

- f. ☐ The mandatory Employee contribution is not "picked-up" by the Employer.

**DISTRIBUTIONS**

## 31. FORM OF DISTRIBUTIONS (Plan Sections 6.5 and 6.6)

Distributions under the Plan may be made in (select all that apply; must select at least one):

- a. ☒ lump-sums
- b. ☒ substantially equal installments
- c. ☒ partial withdrawals, provided the minimum withdrawal is \$\_\_\_\_\_ (leave blank if no minimum)
- d. ☐ partial withdrawals or installments are only permitted for Participants or Beneficiaries who must receive required minimum distributions under Code §401(a)(9) except for the following (leave blank if no exceptions):
  - 1. ☐ Only Participants (and not Beneficiaries) may elect partial withdrawals or installments
  - 2. ☐ Other: \_\_\_\_\_ (e.g., partial is not permitted for death benefits. Must be definitely determinable and not subject to Employer discretion.)
- e. ☐ annuity: \_\_\_\_\_ (describe the form of annuity or annuities)
- f. ☐ other: \_\_\_\_\_ (must be definitely determinable and not subject to Employer discretion)

**NOTE:** Regardless of the above, a Participant is not required to request a withdrawal of his or her total Account for an in-service distribution, a hardship distribution, or a distribution from the Participant's Rollover Account.

**Cash or property.** Distributions may be made in:

- g. ☒ cash only, except for (select all that apply; leave blank if none apply):
  - 1. ☐ insurance Contracts
  - 2. ☐ annuity Contracts
  - 3. ☐ Participant loans
  - 4. ☐ all investments in an open brokerage window or similar arrangement
- h. ☐ cash or property, except that the following limitation(s) apply: (leave blank if there are no limitations on property distributions):
  - 1. ☐ \_\_\_\_\_ (must be definitely determinable and not subject to Employer discretion)

**Joint and Survivor Annuity provisions.** (Plan Sections 6.5(e) and 6.6(e) (select one) The Joint and Survivor Annuity provisions do not apply to the Plan unless selected below (choose if applicable)

- i. ☐ **Joint and Survivor Annuity applicable as normal form of distribution.** The Joint and Survivor annuity rules set forth in Plan Sections 6.5(e) and 6.5(f) apply to all Participants (if selected, then annuities are a form of distribution under the Plan even if e. above is not selected)
- j. ☐ **Joint and Survivor Annuity rules apply based on Participant election.** Plan Section 6.5(f) will apply and the joint and survivor rules of Code §§401(a)(11) and 417 (as set forth in Plan Sections 6.5(e) and 6.6(e) will apply only if an annuity form of distribution is selected by a Participant.

**AND,** if i. or j. is selected above, the one-year marriage rule does not apply unless selected below (choose if applicable).

- 1. ☐ The one-year marriage rule applies.

**Spousal consent requirements.** Spousal consent is not required for any Plan provisions (except as otherwise elected in i. above for the joint and survivor annuity rules) unless selected below (choose if applicable)

- k. ☐ **Required for all distributions.** A Spouse must consent to all distributions (other than required minimum distributions).
- l. ☐ **Beneficiary designations.** A married Participant's Spouse will be the Beneficiary of the entire death benefit unless the Spouse consents to an alternate Beneficiary.

**AND,** if k. or l. is selected, the one-year marriage rule does not apply unless selected below (choose if applicable).

- 1. ☐ The one-year marriage rule applies.

## 32. CONDITIONS FOR DISTRIBUTIONS UPON SEVERANCE OF EMPLOYMENT. Distributions upon severance of employment pursuant to Plan Section 6.4(a) will not be made unless the following conditions have been satisfied:

## A. Accounts in excess of \$5,000

- a. ☒ Distributions may be made as soon as administratively feasible following severance of employment.
- b. ☐ Distributions may be made as soon as administratively feasible after the last day of the Plan Year coincident with or next following severance of employment.
- c. ☐ Distributions may be made as soon as administratively feasible after the last day of the Plan Year quarter coincident with or next following severance of employment.
- d. ☐ Distributions may be made as soon as administratively feasible after the Valuation Date coincident with or next following severance of employment.
- e. ☐ Distributions may be made as soon as administratively feasible after \_\_\_\_\_ months have elapsed following severance of employment.

- f. ☐ No distributions may be made until a Participant has reached Early or Normal Retirement Date.
- g. ☐ Other: \_\_\_\_\_ (must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)

**B. Accounts of \$5,000 or less**

- h. ☒ Same as above
- i. ☐ Distributions may be made as soon as administratively feasible following severance of employment.
- j. ☐ Distributions may be made as soon as administratively feasible after the last day of the Plan Year coincident with or next following severance of employment.
- k. ☐ Other: \_\_\_\_\_ (must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)

**C. Timing after initial distributable event.** If a distribution is not made in accordance with the above provisions upon the occurrence of the distributable event, then a Participant may elect a subsequent distribution at any time after the time the amount was first distributable (assuming the amount is still distributable), unless otherwise selected below (may not be selected with 32.f. and 32.h.):

- l. ☐ Other: \_\_\_\_\_ (e.g., a subsequent distribution request may only be made in accordance with l. above (i.e., the last day of another Plan Year); must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)

**D. Participant consent (i.e., involuntary cash-outs).** Should Vested Account balances less than a certain dollar threshold be automatically distributed without Participant consent (mandatory distributions)?

**NOTE:** The Plan provides that distributions of amounts of \$5,000 or less are only paid as lump-sums.

- m. ☐ No, Participant consent is required for all distributions.
- n. ☒ Yes, Participant consent is required only if the distribution is over:
1. ☒ \$5,000
  2. ☐ \$1,000
  3. ☐ \$\_\_\_\_\_ (less than \$1,000)

**NOTE:** If 2. or 3. is selected, rollovers will be included in determining the threshold for Participant consent.

**Automatic IRA rollover.** With respect to mandatory distributions of amounts that are \$1,000 or less, if a Participant makes no election, the amount will be distributed as a lump-sum unless selected below.

4. ☐ If a Participant makes no election, then the amount will be automatically rolled over to an IRA provided the amount is at least \$\_\_\_\_\_ (e.g., \$200).

**E. Rollovers in determination of \$5,000 threshold.** Unless otherwise elected below, amounts attributable to rollover contributions (if any) will be **included** in determining the \$5,000 threshold for timing of distributions, form of distributions, or consent rules.

- o. ☐ Exclude rollovers (rollover contributions will be **excluded** in determining the \$5,000 threshold)

**NOTE:** Regardless of the above election, if the Participant consent threshold is \$1,000 or less, then the Administrator must include amounts attributable to rollovers for such purpose. In such case, an election to exclude rollovers above will apply for purposes of the timing and form of distributions.

**33. DISTRIBUTIONS UPON DEATH (Plan Section 6.8(b)(2))**

Distributions upon the death of a Participant prior to the "required beginning date" will:

- a. ☒ be made pursuant to the election of the Participant or "designated Beneficiary"
- b. ☐ begin within 1 year of death for a "designated Beneficiary" and be payable over the life (or over a period not exceeding the "life expectancy") of such Beneficiary, except that if the "designated Beneficiary" is the Participant's Spouse, begin prior to December 31st of the year in which the Participant would have attained age 70 1/2
- c. ☐ be made within 5 (or if lesser \_\_\_\_\_) years of death for all Beneficiaries
- d. ☐ be made within 5 (or if lesser \_\_\_\_\_) years of death for all Beneficiaries, except that if the "designated Beneficiary" is the Participant's Spouse, begin prior to December 31st of the year in which the Participant would have attained age 70 1/2 and be payable over the life (or over a period not exceeding the "life expectancy") of such "surviving Spouse"

**NOTE:** The elections above must be coordinated with the Form of distributions (e.g., if the Plan only permits lump-sum distributions, then options a., b. and d. would not be applicable).

**34. OTHER PERMITTED DISTRIBUTIONS (select all that apply; leave blank if none apply)**

**A. IN-SERVICE DISTRIBUTIONS (Plan Section 6.11)**

In-service distributions will NOT be allowed (except as otherwise permitted under the Plan without regard to this provision) unless selected below (if applicable, answer a. - e.; leave blank if not applicable):

- a. ☒ In-service distributions may be made to a Participant who has not separated from service provided the following has been satisfied (options 2. - 5. may only be selected with Profit Sharing Plans):
1. ☒ Age. The Participant has reached: (select one)
    - a. ☒ Normal Retirement Age

- b. ☐ age 62
- c. ☐ age 59 1/2 (may not be selected if a Money Purchase Pension Plan)
- d. ☐ age \_\_\_\_\_ (may not be less than age 62 for Money Purchase Pension Plans)

**Account restrictions.** In-service distributions are permitted from the following Participant Accounts:

- b. ☒ all Accounts
- c. ☐ only from the following Accounts (select one or more):
  - 1. ☐ Account attributable to Employer matching contributions
  - 2. ☐ Account attributable to Employer contributions other than matching contributions
  - 3. ☐ Rollover Account
  - 4. ☐ Transfer Account
  - 5. ☐ Mandatory Employee Contribution Account
  - 6. ☐ Other: \_\_\_\_\_ (specify Account(s) and conditions in a manner that satisfies the definitely determinable requirement under Regulation §1.401-1(b) and is not subject to Employer discretion)

**Limitations.** The following limitations apply to in-service distributions:

- d. ☐ N/A (no additional limitations)
- e. ☒ Additional limitations (select one or more):
  - 1. ☐ The minimum amount of a distribution is \$\_\_\_\_\_.
  - 2. ☐ No more than \_\_\_\_\_ distribution(s) may be made to a Participant during a Plan Year.
  - 3. ☒ Distributions may only be made from Accounts which are fully Vested.
  - 4. ☐ In-service distributions may be made subject to the following provisions: \_\_\_\_\_ (must satisfy the definitely determinable requirement under Regulation §1.401-1(b) and not be subject to Employer discretion).

#### MISCELLANEOUS

##### 35. LOANS TO PARTICIPANTS (Plan Section 7.4)

- a. ☒ New loans are NOT permitted.
- b. ☐ New loans are permitted.

**NOTE:** Regardless of whether new loans are permitted, if the Plan permits rollovers and/or plan-to-plan transfers, then the Administrator may, in a uniform manner, accept rollovers and/or plan-to-plan transfers of loans into this Plan.

##### 36. ROLLOVERS (Plan Section 4.6) (skip if rollover contributions are NOT selected at 11.f.)

**Eligibility.** Rollovers may be accepted from all Participants who are Employees as well as the following (select all that apply; leave blank if not applicable):

- a. ☒ Any Eligible Employee, even prior to meeting eligibility conditions to be a Participant
- b. ☐ Participants who are Former Employees

**Distributions.** When may distributions be made from a Participant's Rollover Account?

- c. ☐ At any time
- d. ☒ Only when the Participant is otherwise entitled to any distribution under the Plan

##### 37. HEART ACT (Plan Section 4.11) (select one or more)

- a. ☒ **HEART ACT Continued benefit accruals.** Continued benefit accruals will apply
- b. ☐ **Distributions for deemed severance of employment.** The Plan permits distributions for deemed severance of employment.

**Reliance on Provider Opinion Letter.** The Provider has obtained from the IRS an Opinion Letter specifying the form of this document satisfies Code §401 as of the date of the Opinion Letter. An adopting Employer may rely on the Provider's IRS Opinion Letter *only* to the extent provided in Rev. Proc. 2017-41 or subsequent guidance. The Employer may not rely on the Opinion Letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the Opinion Letter and in Rev. Proc. 2017-41 or subsequent guidance. In order to have reliance in such circumstances or with respect to such qualification requirements, the Employer must apply for a determination letter to Employee Plans Determinations of the IRS.

An Employer who has ever maintained or who later adopts an individual medical account, as defined in Code §415(l)(2)) in addition to this Plan may not rely on the opinion letter issued by the Internal Revenue Service with respect to the requirements of Code §415.

This Adoption Agreement may be used only in conjunction with the basic Plan document #02. This Adoption Agreement and the basic Plan document will together be known as Great-West Trust Company, LLC Non-Standardized Governmental 401(a) Pre-Approved Plan #003.

The adoption of this Plan, its qualification by the IRS, and the related tax consequences are the responsibility of the Employer and its independent tax and legal advisors.

**Execution for Page Substitution Amendment Only.** If this paragraph is completed, this Execution Page documents an amendment to Adoption Agreement Election(s) \_\_\_\_\_ effective \_\_\_\_\_, by substitute Adoption Agreement page number(s) \_\_\_\_\_. The Employer should retain all Adoption Agreement Execution Pages and amended pages. (*Note: The Effective Date may be retroactive or may be prospective.*)

The Provider, Great-West Trust Company, LLC will notify the Employer of any amendment to this Pre-approved Plan or of any abandonment or discontinuance by the Provider of its maintenance of this Pre-approved Plan. In addition, this Plan is provided to the Employer either in connection with investment in a product or pursuant to a contract or other arrangement for products and/or services. Upon cessation of such investment in a product or cessation of such contract or arrangement, as applicable, the Employer is no longer considered to be an adopter of this Plan and Great-West Trust Company, LLC no longer has any obligations to the Employer that relate to the adoption of this Plan. For inquiries regarding the adoption of the Pre-approved Plan, the Provider's intended meaning of any Plan provisions or the effect of the Opinion Letter issued to the Provider, please contact the Provider or the Provider's representative.

Provider Name: Great-West Trust Company, LLC

Address: 8515 East Orchard Road

Greenwood Village

Colorado

80111

Telephone Number: (877) 694-4015

Email address (optional): \_\_\_\_\_

The Employer, by executing below, hereby adopts this Plan (add additional signature lines as needed). NOTE: If more than one Plan type is adopted, the Plan Provider must provide multiple plan documents for Employer signature.

EMPLOYER: Loxahatchee River Environmental Control District

By: \_\_\_\_\_

\_\_\_\_\_  
DATE SIGNED



# **APPENDIX A** **SPECIAL EFFECTIVE DATES AND OTHER PERMITTED ELECTIONS**

## **A. Special effective dates** (leave blank if not applicable):

- a. ☐ **Special effective date(s):** \_\_\_\_\_. For periods prior to the specified special effective date(s), the Plan terms in effect prior to its restatement under this Adoption Agreement will control for purposes of the designated provisions. A special effective date may not result in the delay of a Plan provision beyond the permissible effective date under any applicable law. (The Employer has reliance on the IRS Opinion Letter only if the features described in the preceding sentence constitute protected benefits within the meaning of Code Section 411(d)(6) and the regulations thereunder, and only if such features are permissible in a "Cycle 3" preapproved plan, i.e., the features are not specifically prohibited by Revenue Procedure 2017-41 (or any superseding guidance))

## **B. Other permitted elections** (the following elections are optional):

- a. ☐ **No other permitted elections**

**The following elections apply** (select one or more):

- b. ☐ **Deemed 125 compensation** (Plan Section 1.23). Deemed 125 compensation will be included in Compensation and 415 Compensation.
- c. ☐ **Break-in-Service Rules.** The following Break-in-Service rules apply to the Plan. (select 1. or 2.)
1. ☐ **Reemployed after five (5) 1-Year Breaks in Service ("rule of parity" provisions)** (Plan Section 3.5(e)).  
The "rule of parity" provisions in Plan Section 3.5(d) will apply for (select one or both):
    - a. ☐ eligibility purposes
    - b. ☐ vesting purposes
  2. ☐ **Break-in-Service rules for rehired Employees.** The following Break-in-Service rules set forth in Plan Sections 3.2 and 3.5 apply: (select one or both)
    - a. ☐ all Break-in-Service rules set forth in such Sections.
    - b. ☐ only the following: \_\_\_\_\_ (specify which provisions apply to the Plan)
- d. ☒ **Beneficiary if no beneficiary elected by Participant** (Plan Section 6.2(f)). In the event no valid designation of Beneficiary exists, then in lieu of the order set forth in Plan Section 6.2(f), the following order of priority will be used: First to the Participant's spouse, then to the Participant's estate (specify an order of beneficiaries; e.g., children per stirpes, parents, and then step-children).
- e. ☐ **Joint and Survivor Annuity/Pre-Retirement Survivor Annuity.** If the Plan applies the Joint and Survivor Annuity rules, then the normal form of annuity will be a joint and 50% survivor annuity (i.e., if 31.i. or 31.j. is selected) and the Pre-Retirement Survivor Annuity will be equal to 50% of a Participant's interest in the Plan unless selected below (select 1. and/or 2.)
1. ☐ **Normal form of annuity.** Instead of a joint and 50% survivor annuity, the normal form of the qualified Joint and Survivor Annuity will be: (select one)
    - a. ☐ joint and 100% survivor annuity
    - b. ☐ joint and 75% survivor annuity
    - c. ☐ joint and 66 2/3% survivor annuity
  2. ☐ **Pre-Retirement Survivor Annuity.** The Pre-Retirement Survivor Annuity (minimum Spouse's death benefit) will be equal to 50% of a Participant's interest in the Plan unless a different percentage is selected below: (select one)
    - a. ☐ 100% of a Participant's interest in the Plan.
    - b. ☐ \_\_\_\_\_% (may not be less than 50%) of a Participant's interest in the Plan.
- f. ☐ **Limitation Year** (Plan Section 1.30). The Limitation Year for Code §415 purposes will be \_\_\_\_\_ (must be a consecutive twelve month period) instead of the "determination period" for Compensation.
- g. ☐ **415 Limits when 2 defined contribution plans are maintained** (Plan Section 4.4). If any Participant is covered under another qualified defined contribution plan maintained by the Employer or an Affiliated Employer, or if the Employer or an Affiliated Employer maintains a welfare benefit fund, as defined in Code §419(e), or an individual medical account, as defined in Code §415(l)(2), under which amounts are treated as "annual additions" with respect to any Participant in this Plan, then the provisions of Plan Section 4.4(b) will apply unless otherwise specified below:
1. ☐ Specify, in a manner that precludes Employer discretion, the method under which the plans will limit total "annual additions" to the "maximum permissible amount" and will properly reduce any "excess amounts": \_\_\_\_\_.
- h. ☐ **Recognition of Service with other employers** (Plan Sections 1.40 and 1.55). Service with the following employers (in addition to those specified at Question 15) will be recognized as follows (select one or more):

	<b>Eligibility</b>	<b>Vesting</b>	<b>Contribution Allocation</b>
1. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
2. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>

3. ☐ Employer name: \_\_\_\_\_ a. ☐ b. ☐ c. ☐
4. ☐ Employer name: \_\_\_\_\_ a. ☐ b. ☐ c. ☐
5. ☐ Employer name: \_\_\_\_\_ a. ☐ b. ☐ c. ☐
6. ☐ Employer name: \_\_\_\_\_ a. ☐ b. ☐ c. ☐

**Limitations**

7. ☐ The following provisions or limitations apply with respect to the recognition of prior service: \_\_\_\_\_ a. ☐ b. ☐ c. ☐  
(e.g., credit service with X only on/following 1/1/19)
- i. ☐ **Other vesting provisions.** The following vesting provisions apply to the Plan (select one or more):
1. ☐ **Special vesting provisions.** The following special provisions apply to the vesting provisions of the Plan: \_\_\_\_\_ (must be definitely determinable and satisfy the parameters set forth at Question 17)
  2. ☐ **Pre-amendment vesting schedule.** (Plan Section 6.4(b)). If the vesting schedule has been amended and a different vesting schedule other than the schedule at Question 17 applies to any Participants, then the following provisions apply (must select one of a. – d.):  
  
**Applicable Participants.** The vesting schedules in Question 17 only apply to:  
a. ☐ Participants who are Employees as of \_\_\_\_\_ (enter date).  
b. ☐ Participants in the Plan who have an Hour of Service on or after \_\_\_\_\_ (enter date).  
c. ☐ Participants (even if not an Employee) in the Plan on or after \_\_\_\_\_ (enter date).  
d. ☐ Other: \_\_\_\_\_ (e.g., Participants in division A. Must be definitely determinable.)
- j. ☐ **Minimum distribution transitional rules** (Plan Section 6.8(e)(5))
- NOTE:** This Section does not apply to (1) a new Plan, (2) an amendment or restatement of an existing Plan that never contained the provisions of Code §401(a)(9) as in effect prior to the amendments made by the Small Business Job Protection Act of 1996 (SBJPA), or (3) a Plan where the transition rules below do not affect any current Participants.
- The "required beginning date" for a Participant is:
1. ☐ April 1st of the calendar year following the year in which the Participant attains age 70 1/2. (pre-SBJPA rules continue to apply)
  2. ☐ April 1st of the calendar year following the later of the year in which the Participant attains age 70 1/2 or retires (the post-SBJPA rules), with the following exceptions (select one or both; leave blank if both applied effective as of January 1, 1996):
    - a. ☐ A Participant who was already receiving required minimum distributions under the pre-SBJPA rules as of \_\_\_\_\_ (may not be earlier than January 1, 1996) was allowed to stop receiving distributions and have them recommence in accordance with the post-SBJPA rules. Upon the recommencement of distributions, if the Plan permits annuities as a form of distribution then the following apply:
      1. ☐ N/A (annuity distributions are not permitted)
      2. ☐ Upon the recommencement of distributions, the original Annuity Starting Date will be retained.
      3. ☐ Upon the recommencement of distributions, a new Annuity Starting Date is created.
    - b. ☐ A Participant who had not begun receiving required minimum distributions as of \_\_\_\_\_ (may not be earlier than January 1, 1996) may elect to defer commencement of distributions until retirement. The option to defer the commencement of distributions (i.e., to elect to receive in-service distributions upon attainment of age 70 1/2) applies to all such Participants unless selected below:
      1. ☐ The in-service distribution option was eliminated with respect to Participants who attained age 70 1/2 in or after the calendar year that began after the later of (1) December 31, 1998, or (2) the adoption date of the restatement to bring the Plan into compliance with the SBJPA.
- k. ☐ **Other spousal provisions** (select one or more)
1. ☐ **Definition of Spouse.** The term Spouse includes a spouse under federal law as well as the following: \_\_\_\_\_
  2. ☐ **Automatic revocation of spousal designation** (Plan Section 6.2(g)). The automatic revocation of a spousal Beneficiary designation in the case of divorce does not apply.
  3. ☐ **Timing of QDRO payment.** A distribution to an Alternate Payee shall not be permitted prior to the time a Participant would be entitled to a distribution.
- l. ☐ **Applicable law.** Instead of using the applicable laws set forth in Plan Section 9.4(a), the Plan will be governed by the laws of: \_\_\_\_\_

- m. ☒ **Total and Permanent Disability.** Instead of the definition at Plan Section 1.50, Total and Permanent Disability means: a physical or mental condition of a Participant resulting from bodily injury, disease, or mental disorder which renders him incapable of continuing his usual and customary employment with the Employer. The Disability of a Participant shall be determined by a licensed physician. The determination shall be applied uniformly to all Participants (must be definitely determinable).
- n. ☐ **Inclusion of Reclassified Employees** (Plan Section 1.17(a)). The Employer does not exclude Reclassified Employees subject to the following provisions: (leave blank if not applicable): \_\_\_\_\_
- o. ☐ **Claims procedures** (Plan Section 2.10). The claims procedures forth in Plan Section 2.10(a) – (b) apply unless otherwise elected below or unless the Administrator has operationally adopted alternative procedures.
1. ☐ The claims procedures set forth in Plan Section 2.10(c) – (g) apply instead of Plan Section 2.10(a).
2. ☐ The claims procedures set forth in Plan Section 2.10(c)-(g) apply as follows: \_\_\_\_\_  
(specify which provisions apply and/or modified)
- p. ☐ **Age 62 In-Service Distributions For Transferred Money Purchase Assets** (Plan Section 6.11)  
In-service distributions will be allowed for Participants at age 62. (applies only for Transfer Accounts from a Money Purchase Pension Plan) (skip this question if the Plan is a Money Purchase Pension Plan or if in-service distributions are already permitted for Transferred Accounts at Question 34)
- Limitations.** The following limitations apply to these in-service distributions:
1. ☐ The Plan already provides for in-service distributions and the restrictions set forth in the Plan (e.g., minimum amount of distributions or frequency of distributions) are applicable to in-service distributions at age 62.
2. ☐ N/A (no limitations)
3. ☐ The following elections apply to in-service distributions at age 62 (select one or more):
- a. ☐ The minimum amount of a distribution is \$\_\_\_\_\_ (may not exceed \$1,000).
- b. ☐ No more than \_\_\_\_\_ distribution(s) may be made to a Participant during a Plan Year.
- c. ☐ Distributions may only be made from Accounts which are fully Vested.
- d. ☐ In-service distributions may be made subject to the following provisions: \_\_\_\_\_ (must be definitely determinable and not subject to discretion).
- q. ☐ **QLACs.** (Plan Section 6.8(e)(4)) A Participant may elect a QLAC (as defined in Plan Section 6.8(e)(4)) or any alternative form of annuity permitted pursuant to a QLAC in which the Participant's Account has been invested.

**ADMINISTRATIVE PROCEDURES**

The following are optional administrative provisions. The Administrator may implement procedures that override any elections in this Section without a formal Plan amendment. In addition, modifications to these procedures will not affect an Employer's reliance on the Plan.

**A. Loan Limitations.** (complete only if loans to Participants are permitted; leave blank if none apply)

- a. ☐ Limitations (select one or more):
1. ☐ Loans will be treated as Participant directed investments.
  2. ☐ Loans will only be made for hardship or financial necessity as specified below (select a. or b.)
    - a. ☐ hardship reasons specified in Plan Section 6.12
    - b. ☐ financial necessity (as defined in the loan program).
  3. ☐ The minimum loan will be \$\_\_\_\_\_.
  4. ☐ A Participant may only have \_\_\_\_\_ (e.g., one (1)) loan(s) outstanding at any time.
  5. ☐ All outstanding loan balances will become due and payable in their entirety upon the occurrence of a distributable event (other than satisfaction of the conditions for an in-service distribution (including a hardship distribution), if applicable).
  6. ☐ The home loan term will be \_\_\_\_\_ years. (if not selected, the Administrator establishes the term for repayment of a home loan)
  7. ☐ **Account restrictions.** Loans will only be permitted from the following Participant Accounts (select all that apply or leave blank if no limitations apply):
    - a. ☐ Account(s) attributable to Employer matching contributions
    - b. ☐ Account attributable to Employer contributions other than matching contributions
    - c. ☐ Rollover Account
    - d. ☐ Transfer Account
    - e. ☐ Other: \_\_\_\_\_
- AND**, if loans are restricted to certain accounts, the limitations of Code §72(p) will be applied:
- f. ☐ by determining the limits by only considering the restricted accounts.
  - g. ☐ by determining the limits taking into account a Participant's entire interest in the Plan.

**Additional Loan Provisions** (select all that apply; leave blank if none apply)

- b. ☐ **Loan payments.** Loans are repaid by (if left blank, then payroll deduction applies unless Participant is not subject to payroll (e.g., partner who only has a draw)):
1. ☐ payroll deduction
  2. ☐ ACH (Automated Clearing House)
  3. ☐ check
    - a. ☐ Only for prepayment
- c. ☐ **Interest rate.** Loans will be granted at the following interest rate (if left blank, then 3. below applies):
1. ☐ \_\_\_\_\_ percentage points over the prime interest rate
  2. ☐ \_\_\_\_\_%
  3. ☐ the Administrator establishes the rate at the time the loan is made
- d. ☐ **Refinancing.** Loan refinancing is allowed.

**B. Life Insurance.** (Plan Section 7.5)

- a. ☒ Life insurance may not be purchased.
- b. ☐ Life insurance may be purchased...
1. ☐ at the option of the Administrator
  2. ☐ at the option of the Participant

**Limitations**

3. ☐ N/A (no limitations)
4. ☐ The purchase of initial or additional life insurance will be subject to the following limitations (select one or more):
  - a. ☐ Each initial Contract will have a minimum face amount of \$\_\_\_\_\_.
  - b. ☐ Each additional Contract will have a minimum face amount of \$\_\_\_\_\_.
  - c. ☐ The Participant has completed \_\_\_\_\_ Years (or Periods) of Service.
  - d. ☐ The Participant has completed \_\_\_\_\_ Years (or Periods) of Service while a Participant in the Plan.
  - e. ☐ The Participant is under age \_\_\_\_\_ on the Contract issue date.
  - f. ☐ The maximum amount of all Contracts on behalf of a Participant may not exceed \$\_\_\_\_\_.
  - g. ☐ The maximum face amount of any life insurance Contract will be \$\_\_\_\_\_.

**C. Plan Expenses.** Will the Plan assess against an individual Participant's Account certain Plan expenses that are incurred by, or are attributable to, a particular Participant based on use of a particular Plan service?

- a. ☐ No
- b. ☒ Yes

**Use of Forfeitures**

Forfeitures of Employer contributions other than matching contributions will be:

- c. ☐ added to the Employer contribution and allocated in the same manner
- d. ☐ used to reduce any Employer contribution
- e. ☐ allocated to all Participants eligible to share in the allocations of Employer contributions or Forfeitures in the same proportion that each Participant's Compensation for the Plan Year bears to the Compensation of all Participants for such year
- f. ☐ other: \_\_\_\_\_ (describe the treatment of Forfeitures in a manner that is definitely determinable and not subject to Employer discretion)

Forfeitures of Employer matching contributions will be:

- g. ☒ N/A. Same as above or no Employer matching contributions.
- h. ☐ used to reduce the Employer matching contribution.
- i. ☐ used to reduce any Employer contribution.
- j. ☐ other: \_\_\_\_\_ (describe the treatment of Forfeitures in a manner that is definitely determinable and not subject to Employer discretion)

**D. Directed investments**

- a. ☐ Participant directed investments are NOT permitted.
- b. ☒ Participant directed investments are permitted from the following Participant Accounts:
  - 1. ☒ all Accounts
  - 2. ☐ only from the following Accounts (select one or more):
    - a. ☐ Account attributable to Employer contributions
    - b. ☐ Rollover Account
    - c. ☐ Transfer Account
    - d. ☐ Other: \_\_\_\_\_ (specify Account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion)

**E. Rollover Limitations.** Will the Plan accept rollover contributions and/or direct rollovers from the sources specified below?

- a. ☐ No, Administrator determines in operation which sources will be accepted.
- b. ☒ Yes

**Rollover sources.** Indicate the sources of rollovers that will be accepted (select one or more)

- 1. ☒ **Direct Rollovers.** The Plan will accept a direct rollover of an eligible rollover distribution from (select one or more):
  - a. ☒ a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan), excluding after-tax employee contributions
  - b. ☐ a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan), including after-tax employee contributions
  - c. ☒ a plan described in Code §403(a) (an annuity plan), excluding after-tax employee contributions
  - d. ☐ a plan described in Code §403(a) (an annuity plan), including after-tax employee contributions
  - e. ☒ a plan described in Code §403(b) (a tax-sheltered annuity), excluding after-tax employee contributions
  - f. ☐ a plan described in Code §403(b) (a tax-sheltered annuity), including after-tax employee contributions
  - g. ☒ a plan described in Code §457(b) (eligible deferred compensation plan)

**Direct Rollovers of Participant Loan.** The Plan will NOT accept a direct rollover of a Participant loan from another plan unless selected below (leave blank if default applies)

- h. ☐ The Plan will accept a direct rollover of a Participant loan
- i. ☐ The Plan will only accept a direct rollover of a Participant loan only in the following situation(s): \_\_\_\_\_ (e.g., only from Participants who were employees of an acquired organization).

- 2. ☒ **Participant Rollover Contributions from Other Plans (i.e., not via a direct plan-to-plan transfer).** The Plan will accept a contribution of an eligible rollover distribution (select one or more):
  - a. ☒ a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan)
  - b. ☒ a plan described in Code §403(a) (an annuity plan)
  - c. ☒ a plan described in Code §403(b) (a tax-sheltered annuity)
  - d. ☒ a governmental plan described in Code §457(b) (eligible deferred compensation plan)
- 3. ☒ **Participant Rollover Contributions from IRAs:** The Plan will accept a rollover contribution of the portion of a distribution from a traditional IRA that is eligible to be rolled over and would otherwise be includible in gross income. Rollovers from Roth IRAs or a Coverdell Education Savings Account (formerly known as an Education IRA) are not permitted because they are not traditional IRAs. A rollover from a SIMPLE IRA is allowed if the amounts are rolled over after the individual has been in the SIMPLE IRA for at least two years.

**F. Trustee(s) or Insurer(s).** Information regarding Trustee(s)/Insurer(s) (required for the Summary Plan Description and, if requested, the Trust Agreement)

(Note: Select a. if not using provided trust. MUST select b and following questions as applicable):

- a. ☒ Do not produce the trust agreement
- b. ☒ Complete the following UNLESS not selecting supporting forms:

**Trustee/Insurer** (select a. OR one or more of d. - e.)

- c. ☐ **Insurer.** This Plan is funded exclusively with Contracts (select one or more of 1. - 4)

**Name of Insurer(s)**

1. ☐ \_\_\_\_\_
2. ☐ \_\_\_\_\_
3. ☐ Use Employer address/telephone number/email
4. ☐ Use following address/telephone number/email
  - a. Street: \_\_\_\_\_
  - b. City: \_\_\_\_\_
  - c. State: \_\_\_\_\_
  - d. Zip: \_\_\_\_\_
  - e. Telephone: \_\_\_\_\_
  - f. Email: \_\_\_\_\_

- d. ☐ Individual Trustee(s)

- e. ☒ Corporate Trustee

**Name of Trust**

- f. Specify name of Trust (required for FIS trust): \_\_\_\_\_

**Individual Trustees (if d. selected above, complete g. – j.)**

**Directed/Discretionary Trustees.** The individual Trustee(s) executing this Adoption Agreement are (select g. or h.)

- g. ☐ Select for each individual Trustee (skip to next question)

- h. ☐ The following selections apply to all individual Trustee(s) (select 1. - 4. as applicable)

1. ☐ A discretionary Trustee over all plan assets (may not be selected with 2. - 4.)
2. ☐ A nondiscretionary (directed) Trustee over all plan assets (may not be selected with 1., 3. or 4.)
3. ☐ The individual Trustee(s) will serve as a discretionary Trustee over the following assets: \_\_\_\_\_  
(may not be selected with 1. or 2.)
4. ☐ The individual Trustee(s) will serve as a nondiscretionary (directed) Trustee over the following assets:  
\_\_\_\_\_ (may not be selected with 1. or 2.)

**Individual Trustee(s)** (complete if d. selected above)

- i. ☐ Individual Trustee(s) are (select one or more of a. - j.; enter address at j. below)

- a. **Name** \_\_\_\_\_

**Title/Email:**

1. Title \_\_\_\_\_
2. Email \_\_\_\_\_ (optional)

**Trustee is:** (complete if g. selected above; select 3. – 6. as applicable)

3. ☐ Discretionary Trustee over all plan assets (may not be selected with 4. – 6.)
4. ☐ A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be select with 3. or 5.)
5. ☐ Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
6. ☐ A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

- b. **Name** \_\_\_\_\_

**Title/Email:**

1. Title \_\_\_\_\_
2. Email \_\_\_\_\_ (optional)

**Trustee is:** (complete if g. selected above; select 3. – 6. as applicable)

3. ☐ Discretionary Trustee over all plan assets (may not be selected with 4. – 6.)
4. ☐ A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be selected with 3. or 5.)
5. ☐ Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
6. ☐ A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

- c. **Name** \_\_\_\_\_

**Title/Email:**

1. Title \_\_\_\_\_
2. Email \_\_\_\_\_ (optional)

**Trustee is:** (complete if g. selected above; select 3. – 6. as applicable)

3. ☐ Discretionary Trustee over all plan assets (may not be selected with 4. – 6.)
4. ☐ A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be selected with 3. or 5.)
5. ☐ Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
6. ☐ A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)



d. **Name** \_\_\_\_\_

**Title/Email:**

1. Title \_\_\_\_\_
2. Email \_\_\_\_\_ (optional)

**Trustee is:** (complete if g. selected above; select 3. – 6. as applicable)

3. ☐ Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)
4. ☐ A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be selected with 3. or 5.)
5. ☐ Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
6. ☐ A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

e. **Name** \_\_\_\_\_

**Title/Email:**

1. Title \_\_\_\_\_
2. Email \_\_\_\_\_ (optional)

**Trustee is:** (complete if g. selected above; select 3. – 6. as applicable)

3. ☐ Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)
4. ☐ A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be selected with 3. or 5.)
5. ☐ Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
6. ☐ A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

f. **Name** \_\_\_\_\_

**Title/Email:**

1. Title \_\_\_\_\_
2. Email \_\_\_\_\_ (optional)

**Trustee is:** (complete if g. selected above; select 3. – 6. as applicable)

3. ☐ Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)
4. ☐ A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be selected with 3. or 5.)
5. ☐ Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
6. ☐ A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

g. **Name** \_\_\_\_\_

**Title/Email:**

1. Title \_\_\_\_\_
2. Email \_\_\_\_\_ (optional)

**Trustee is:** (complete if g. selected above; select 3. – 6. as applicable)

3. ☐ Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)
4. ☐ A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be selected with 3. or 5.)
5. ☐ Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
6. ☐ A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

h. **Name** \_\_\_\_\_

**Title/Email:**

1. Title \_\_\_\_\_
2. Email \_\_\_\_\_ (optional)

**Trustee is:** (complete if g. selected above; select 3. – 6. as applicable)

3. ☐ Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)
4. ☐ A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be selected with 3. or 5.)
5. ☐ Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
6. ☐ A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

i. **Name** \_\_\_\_\_

**Title/Email:**

1. Title \_\_\_\_\_
2. Email \_\_\_\_\_ (optional)

**Trustee is:** (complete if g. selected above; select 3. – 6. as applicable)

3. ☐ Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)
4. ☐ A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be selected with 3. or 5.)
5. ☐ Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
6. ☐ A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

- j. **Name** \_\_\_\_\_  
**Title/Email:**  
 1. Title \_\_\_\_\_  
 2. Email \_\_\_\_\_ (optional)  
**Trustee is:** (complete if g. selected above; select 3. – 6. as applicable)  
 3. ☐ Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)  
 4. ☐ A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be selected with 3. or 5.)  
 5. ☐ Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)  
 6. ☐ A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)
- j. ☐ **Individual Trustee Address** (complete if d. selected above)  
 1. ☐ Use Employer address/telephone number/email  
 2. ☐ Use following address/telephone number/email  
 a. Street: \_\_\_\_\_  
 b. City: \_\_\_\_\_  
 c. State: \_\_\_\_\_  
 d. Zip: \_\_\_\_\_  
 e. Telephone: \_\_\_\_\_  
 f. Email: \_\_\_\_\_
- Corporate Trustee Name/Type/Address** (complete if e. selected above)  
 k. ☒ Name Great-West Trust Company, LLC  
**Address/telephone number/email**  
 1. ☐ Use Employer address/telephone number/email  
 2. ☒ Use following address/telephone number/email  
 a. Street: 8515 East Orchard Road  
 b. City: Greenwood Village  
 c. State: Colorado  
 d. Zip: 80111  
 e. Telephone: (877) 694-4015  
 f. Email: \_\_\_\_\_
- Directed/Discretionary.** The Corporate Trustee is (select 3. - 6. as applicable)  
 3. ☐ A discretionary Trustee over all plan assets (may not be selected with 4. – 6.)  
 4. ☒ A nondiscretionary (directed) Trustee over all plan assets (may not be selected with 3., 5. or 6.)  
 5. ☐ A discretionary Trustee over the following plan assets over the following assets: \_\_\_\_\_ (may not be selected with 3. – 4.)  
 6. ☐ A nondiscretionary (directed) Trustee over the following plan assets \_\_\_\_\_ (may not be selected with 3. – 4.)
- Signee** (optional):  
 7. ☐ Name of person signing on behalf of the corporate Trustee \_\_\_\_\_  
 8. ☐ Email address of person signing on behalf of the corporate Trustee \_\_\_\_\_

**Special Trustee for collection of contributions.** The Employer appoints the following Special Trustee with the responsibility to collect delinquent contributions (*optional*)

- l. ☐ **Name** \_\_\_\_\_  
**Title:**  
 1. \_\_\_\_\_  
**Address/telephone number/email**  
 2. ☐ Use Employer address/telephone number/email  
 3. ☐ Use following address/telephone number/email  
 a. Street: \_\_\_\_\_  
 b. City: \_\_\_\_\_  
 c. State: \_\_\_\_\_  
 d. Zip: \_\_\_\_\_  
 e. Telephone: \_\_\_\_\_  
 f. Email: \_\_\_\_\_

**Custodian(s) Name/Address .** The Custodian(s) are (*optional*)

- m. ☐ **Name(s)** \_\_\_\_\_  
**Address/telephone number/email**  
 1. ☐ Use Employer address/telephone number/email

2. ☐ Use following address/telephone number/email
- a. Street: \_\_\_\_\_
  - b. City: \_\_\_\_\_
  - c. State: \_\_\_\_\_
  - d. Zip: \_\_\_\_\_
  - e. Telephone: \_\_\_\_\_
  - f. Email: \_\_\_\_\_

**Investment in common, collective or pooled trust funds.** The nondiscretionary Trustee, as directed or the discretionary Trustee acting without direction (and in addition to the discretionary Trustee's authority to invest in its own funds), may invest in any of the following trust funds: *(optional)*

- n. ☐ \_\_\_\_\_ (Specify the names of one or more trust funds in which the Plan can invest)

**Choice of law**

- o. ☐ This trust will be governed by the laws of the state of:
- 1. ☐ State in which the Employer's principal office is located
  - 2. ☐ State in which the corporate trustee or insurer is located
  - 3. ☐ Other \_\_\_\_\_

GREAT-WEST TRUST COMPANY, LLC NON-STANDARDIZED GOVERNMENTAL 401(A) MODIFICATIONS  
LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT MONEY PURCHASE PLAN AND TRUST

The enclosed Plan is being submitted for expedited review as a Non-Standardized Plan.

No modifications from the approved specimen plan have been made to this Plan.

**LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT MONEY PURCHASE PLAN AND TRUST**  
**SUMMARY OF PLAN PROVISIONS**

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# LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT MONEY PURCHASE PLAN AND TRUST

## SUMMARY OF PLAN PROVISIONS

### INTRODUCTION TO YOUR PLAN

#### What kind of Plan is this?

Loxahatchee River Environmental Control District Money Purchase Plan and Trust ("Plan") has been adopted to provide you with the opportunity to save for retirement on a tax-advantaged basis. This Plan is a type of qualified retirement plan. Generally you are not taxed on the amounts we contribute to the Plan until you withdraw these amounts from the Plan.

#### What information does this Summary provide?

This Summary of Plan Provisions contains information regarding your Plan benefits, your distribution options, and many other features of the Plan. You should take the time to read this summary to get a better understanding of your rights and obligations under the Plan.

If you have any questions about the Plan, please contact the Administrator or other plan representative. The Administrator is responsible for responding to questions and making determinations related to the administration, interpretation, and application of the Plan. The name and address of the Administrator can be found at the end of this summary in the Article entitled "General Information About the Plan."

This summary describes the Plan's benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language and is designed to comply with applicable legal requirements. If the non-technical language in this summary conflicts with the language of the Plan document, then the Plan document always governs.

The Plan and your rights under the Plan are subject to various laws, including the Internal Revenue Code. The provisions of the Plan are subject to revision due to a change in laws. Your Employer may also amend or terminate this Plan.

**Types of Contributions.** The Plan includes provisions for the following types of contributions:

- Employer nonelective contributions
- Mandatory employee contributions
- Employee rollover contributions

## ARTICLE I PARTICIPATION IN THE PLAN

#### How do I participate in the Plan?

Provided you are not an Excluded Employee, you may begin participating under the Plan once you have satisfied the eligibility requirements and reached your "Entry Date." The following describes the eligibility requirements and Entry Dates that apply. You should contact the Administrator if you have questions about the timing of your Plan participation.

**Excluded Employees.** If you are a member of a class of employees identified below, you are an Excluded Employee and you are not entitled to participate in the Plan. The Excluded Employees are:

- part-time employees (employees whose regularly scheduled service is less than 30 hours of service per computation period). However, if as a part-time employee, you complete one (1) Year of Service in any year of employment, you will no longer be part of this excluded class.
- temporary employees. However, if as a temporary employee, you complete one (1) Year of Service in any year of employment, you will no longer be part of this excluded class.
- seasonal employees. However, if as a seasonal employee, you complete one (1) Year of Service in any year of employment, you will no longer be part of this excluded class.

**Eligibility Conditions.** You will be eligible to participate in the Plan when you have satisfied the following eligibility condition(s). However, you will actually become a Participant in the Plan once you reach the Entry Date as described below.

- attainment of age 18.
- completion of one (1) Period of Service.

**Entry Date.** Your Entry Date will be the date on which you satisfy the eligibility requirements.

#### **How is my service determined for purposes of Plan eligibility?**

**Period of Service.** You will be credited with a Period of Service once twelve months have passed since your date of hire.

#### **What service is counted for purposes of Plan eligibility?**

**Service with the Employer.** In determining whether you satisfy the minimum service requirements to participate under the Plan, all service you perform for the Employer will generally be counted.

**Military Service.** If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer. If you may be affected by this law, ask the Administrator for further details.

#### **What happens if I'm a participant, terminate employment and then I'm rehired?**

If you are no longer a participant because you terminated employment, and you are rehired, then you will be able to participate in the Plan on your date of rehire provided you are otherwise eligible to participate in the Plan.

## **ARTICLE II EMPLOYEE CONTRIBUTIONS**

#### **What are rollover contributions?**

**Rollover contributions.** At the discretion of the Administrator, if you are a Participant who is currently employed or an Eligible Employee, you may be permitted to deposit into the Plan distributions you have received from other retirement plans and certain IRAs. Such a deposit is called a "rollover" and may result in tax savings to you. You may ask the Administrator or Trustee of the other plan or IRA to directly transfer (a "direct rollover") to this Plan all or a portion of any amount that you are entitled to receive as a distribution from such plan. Alternatively, you may elect to deposit any amount eligible to be rolled over within 60 days of your receipt of the distribution. You should consult qualified counsel to determine if a rollover is in your best interest.

**Rollover account.** Your rollover will be accounted for in a "rollover account." You will always be 100% vested in your "rollover account" (see the Article in this summary entitled "Vesting"). This means that you will always be entitled to all amounts in your rollover account. Rollover contributions will be affected by any investment gains or losses.

**Withdrawal of rollover contributions.** You may withdraw the amounts in your "rollover account" only when you are otherwise entitled to a distribution under the Plan. See "When can I get money out of the Plan?"

#### **What are mandatory employee contributions?**

**Mandatory contributions.** As a condition of employment, you must agree to contribute 4% of your compensation to the Plan. You will always be 100% vested (your ownership rights) in any required amounts you elect to contribute to the Plan.

**Treatment as Employer contributions.** The mandatory contribution you make is considered, for purposes of federal taxes, to be an Employer contribution (many people refer to these as pick-up contributions because the Employer is picking up the contribution as though it were making the contribution). This means that the mandatory contribution is not subject to federal income taxes, and in most cases, will not be subject to Social Security and Medicare taxes. This summary still refers to these contributions as mandatory employee contributions in order to avoid confusion with respect to other Employer contributions that may be made under the Plan.

## **ARTICLE III EMPLOYER CONTRIBUTIONS**

This Article describes Employer contributions that will be made to the Plan.

#### **What is the Employer nonelective contribution and how is it allocated?**

**Nonelective contribution.** Your Employer will make a nonelective contribution equal to 12% of your Compensation for each pay period.

**Allocation conditions.** You will always share in the nonelective contribution regardless of the amount of service you complete during the Plan Year.

#### **What are forfeitures and how are they allocated?**

**Definition of forfeitures.** In order to reward employees who remain employed with the Employer for a long period of time, the law permits a "vesting schedule" to be applied to certain contributions that your Employer makes to the Plan. This means that you will not be "vested"

in (entitled to) all of the contributions until you have been employed with the Employer for a specified period of time (see the Article entitled "Vesting"). If a participant terminates employment before being fully vested, then the non-vested portion of the terminated participant's account balance remains in the Plan and is called a forfeiture.

**Allocation of forfeitures.** The Employer may use forfeitures to pay Plan expenses or to reduce amounts otherwise required to be contributed to the Plan. In some cases, remaining forfeitures will be used to reduce Employer contributions.

## **ARTICLE IV COMPENSATION AND ACCOUNT BALANCE**

### **What compensation is used to determine my Plan benefits?**

**Definition of compensation.** For the purposes of the Plan, compensation has a special meaning. Compensation is generally defined as your total compensation that is subject to income tax and paid to you by your Employer during the Plan Year.

**Adjustments to compensation.** The following adjustments to compensation will be made:

- reimbursements or other expense allowances, fringe benefits, moving expenses, deferred compensation, and welfare benefits will be excluded.
- compensation paid after you terminate is generally excluded for Plan purposes. However, the following amounts will be included in compensation even though they are paid after you terminate employment, provided these amounts would otherwise have been considered compensation as described above and provided they are paid within 2 1/2 months after you terminate employment, or if later, the last day of the Plan Year in which you terminate employment:
  - compensation for services performed during your regular working hours, or for services outside your regular working hours (such as overtime or shift differential) or other similar payments that would have been made to you had you continued employment
  - compensation paid for unused accrued bona fide sick, vacation or other leave, if such amounts would have been included in compensation if paid prior to your termination of employment and you would have been able to use the leave if employment had continued
  - nonqualified unfunded deferred compensation if the payment is includible in gross income and would have been paid to you had you continued employment

### **Is there a limit on the amount of compensation which can be considered?**

The Plan, by law, cannot recognize annual compensation in excess of a certain dollar limit. The limit for the Plan Year beginning in 2021 is \$290,000. After 2021, the dollar limit may increase for cost-of-living adjustments.

### **Is there a limit on how much can be contributed to my account each year?**

Generally, the law imposes a maximum limit on the amount of contributions that may be made to your account and any other amounts allocated to any of your accounts during the Plan Year, excluding earnings. Beginning in 2021, this total cannot exceed the lesser of \$58,000 or 100% of your annual compensation. After 2021, the dollar limit may increase for cost-of-living adjustments.

### **How is the money in the Plan invested?**

The Trustee of the Plan has been designated to hold the assets of the Plan for the benefit of Plan participants and their beneficiaries in accordance with the terms of this Plan. The trust fund established by the Plan's Trustee will be the funding medium used for the accumulation of assets from which Plan benefits will be distributed.

**Participant directed investments.** You will be able to direct the investment of your entire interest in the Plan. The Administrator will provide you with information on the investment choices available to you, the procedures for making investment elections, the frequency with which you can change your investment choices and other important information. You need to follow the procedures for making investment elections and you should carefully review the information provided to you before you give investment directions. If you do not direct the investment of your applicable Plan accounts, then your accounts will be invested in accordance with the default investment alternatives established under the Plan.

**Earnings or losses.** When you direct investments, your accounts are segregated for purposes of determining the earnings or losses on these investments. Your account does not share in the investment performance of other participants who have directed their own investments. You should remember that the amount of your benefits under the Plan will depend in part upon your choice of investments. Gains as well as losses can occur and your Employer, the Administrator, and the Trustee will not provide investment advice or guarantee the performance of any investment you choose.

## Will Plan expenses be deducted from my account balance?

**Expenses allocated to all accounts.** The Plan permits the payment of Plan expenses to be made from the Plan's assets. The method of allocating the expenses depends on the nature of the expense itself. For example, certain administrative (or recordkeeping) expenses would typically be allocated proportionately to each participant. If the Plan pays \$1,000 in expenses and there are 100 participants, your account balance would be charged \$10 (\$1,000/100) of the expense.

**Terminated employee.** After you terminate employment, your Employer reserves the right to charge your account for your pro rata share of the Plan's administration expenses, regardless of whether your Employer pays some of these expenses on behalf of current employees.

**Expenses allocated to individual accounts.** There are certain other expenses that may be paid just from your account. These are expenses that are specifically incurred by, or attributable to, you. For example, if you are married and get divorced, the Plan may incur additional expenses if a court mandates that a portion of your account be paid to your ex-spouse. These additional expenses may be paid directly from your account (and not the accounts of other participants) because they are directly attributable to you under the Plan. The Administrator can inform you when there will be a charge (or charges) directly to your account.

Your Employer may, from time to time, change the manner in which expenses are allocated.

## ARTICLE V VESTING

### What is my vested interest in my account?

In order to reward employees who remain employed with the Employer for a long period of time, the law permits a "vesting schedule" to be applied to certain contributions that your Employer makes to the Plan. This means that you will not be entitled ("vested") in all of the contributions until you have been employed with the Employer for a specified period of time.

**100% vested contributions.** You are always 100% vested (which means that you are entitled to all of the amounts) in your accounts attributable to the following contributions:

- mandatory employee contributions
- rollover contributions

**Vesting schedules.** Your "vested percentage" for certain Employer contributions is based on vesting Periods of Service. This means at the time you stop working, your account balance attributable to contributions subject to a vesting schedule is multiplied by your vested percentage. The result, when added to the amounts that are always 100% vested as shown above, is your vested interest in the Plan, which is what you will actually receive from the Plan.

### Employer Contributions

Your "vested percentage" in your account attributable to Employer contributions is determined under the following schedule. You will always, however, be 100% vested in these contributions if you are employed on or after your Normal Retirement Age or if you die or become disabled.

Vesting Schedule Nonelective Contributions	
Periods of Service	Percentage
Less than 3	0%
3	100%

### How is my service determined for vesting purposes?

**Period of Service.** You will be credited with a Period of Service for each twelve-month period from your date of employment until the date you terminate employment. The Administrator will track your service and will credit you with a Period of Service in accordance with the terms of the Plan. If you have any questions regarding your vesting service, you should contact the Administrator.

### What service is counted for vesting purposes?

**Service with the Employer.** In calculating your vested percentage, all service you perform for the Employer will generally be counted.

**Military Service.** If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer. If you may be affected by this law, ask the Administrator for further details.

### **When will the non-vested portion of my account balance be forfeited?**

If you are partially vested in your account balance when you leave, the non-vested portion of your account balance will be forfeited on the earlier of the date:

- (a) of the distribution of your vested account balance, or
- (b) when you incur five consecutive 1-year Breaks in Service.

## **ARTICLE VI DISTRIBUTIONS PRIOR TO TERMINATION**

### **Can I withdraw money from my account while working?**

**In-service distributions.** You may be entitled to receive an in-service distribution. However, this distribution is not in addition to your other benefits and will therefore reduce the value of the benefits you will receive at retirement. This distribution is made at your election and will be made in accordance with the forms of distributions available under the Plan.

**Conditions and Limitations.** Generally you may receive a distribution from the Plan from certain accounts prior to your termination of employment provided you satisfy the condition described below:

- you have reached Normal Retirement Age

The following limitations apply to in-service distributions from certain accounts:

- In-service distributions can only be made from accounts which are 100% vested.

## **ARTICLE VII BENEFITS AND DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT**

### **When can I get money out of the Plan?**

You may receive a distribution of the vested portion of some or all of your accounts in the Plan for the following reasons:

- termination of employment for reasons other than death, disability or retirement
- normal retirement
- disability
- death

This Plan is designed to provide you with retirement benefits. However, distributions are permitted if you die or become disabled. In addition, certain payments are permitted when you terminate employment for any other reason. The rules under which you can receive a distribution are described in this Article. The rules regarding the payment of death benefits to your beneficiary are described in "Benefits and Distributions Upon Death."

You may also receive distributions while you are still employed with the Employer. (See the Article entitled "Distributions Prior to Termination" for a further explanation.)

**Military Service.** If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer. There may also be benefits for employees who die or become disabled while on active duty. Employees who receive wage continuation payments while in the military may benefit from various changes in the law. If you think you may be affected by these rules, ask the Administrator for further details.

### **What happens if I terminate employment before death, disability or retirement?**

If your employment terminates for reasons other than death, disability or normal retirement, you will be entitled to receive only the "vested percentage" of your account balance.

You may elect to have your vested account balance distributed to you as soon as administratively feasible following your termination of employment. However, if the value of your vested account balance does not exceed \$5,000, then a distribution will be made to you regardless of whether you consent to receive it. (See the question entitled "How will my benefits be paid to me?" for additional information.)



**Treatment of rollovers for consent to distribution.** In determining if the value of your vested account balance exceeds the \$5,000 threshold described above used to determine whether you must consent to a distribution, your rollover account will be considered as part of your benefit.

#### **What happens if I terminate employment at Normal Retirement Date?**

**Normal Retirement Date.** You will attain your Normal Retirement Age when you reach age 59 1/2. Your Normal Retirement Date is the date on which you attain your Normal Retirement Age.

**Payment of benefits.** You will become 100% vested in all of your accounts under the Plan if you retire on or after your Normal Retirement Age. However, the actual payment of benefits generally will not begin until you reach your Normal Retirement Date (even if employment has not terminated). In such event, a distribution will be made, at your election, as soon as administratively feasible. If you remain employed past your Normal Retirement Date, you may generally defer the receipt of benefits until you actually terminate employment. (See the question entitled "How will my benefits be paid to me?" for an explanation of how these benefits will be paid.)

#### **What happens if I terminate employment due to disability?**

**Definition of disability.** Under the Plan, disability is defined as a physical or mental condition of a Participant resulting from bodily injury, disease, or mental disorder which renders him incapable of continuing his usual and customary employment with the Employer. The Disability of a Participant shall be determined by a licensed physician. The determination shall be applied uniformly to all Participants.

**Payment of benefits.** If you become disabled while an employee, you will become 100% vested in all of your accounts under the Plan. Payment of your disability benefits will be made to you as if you had retired. However, if the value of your account balance does not exceed \$5,000, then a distribution of your account balance will be made to you, regardless of whether you consent to receive it. (See the question entitled "How will my benefits be paid to me?" for an explanation of how these benefits will be paid.)

#### **How will my benefits be paid to me?**

**Forms of distribution.** If your vested account balance does not exceed \$5,000, then your vested account balance may only be distributed to you in a single lump-sum payment. In determining whether your vested account balance exceeds the \$5,000 threshold, "rollovers" (and any earnings allocable to "rollover" contributions) will be taken into account.

In addition, if your vested account balance exceeds \$5,000, you must consent to any distribution before it may be made. If your vested account balance exceeds \$5,000, you may elect to receive a distribution of your vested account balance in:

- a single lump-sum payment
- installments over a period of not more than your assumed life expectancy (or the assumed life expectancies of you and your beneficiary)
- partial withdrawals

**Delaying distributions.** You may delay the distribution of your vested account balance unless a distribution is required to be made, as explained earlier, because your vested account balance does not exceed \$5,000. However, if you elect to delay the distribution of your vested account balance, there are rules that require that certain minimum distributions be made from the Plan. Distributions are required to begin not later than the April 1st following the later of the end of the year in which you reach age 70 1/2 or retire.

**Medium of payment.** Benefits under the Plan will generally be paid to you in cash only.

### **ARTICLE VIII BENEFITS AND DISTRIBUTIONS UPON DEATH**

#### **What happens if I die while working for the Employer?**

If you die while still employed by the Employer, then your vested account balance will be used to provide your beneficiary with a death benefit.

#### **Who is the beneficiary of my death benefit?**

**Married Participant.** If you are married at the time of your death, your spouse will be the beneficiary of unless an election is made to change the beneficiary. IF YOU WISH TO DESIGNATE A BENEFICIARY OTHER THAN YOUR SPOUSE, YOUR SPOUSE (IF YOU ARE MARRIED) MUST IRREVOCABLY CONSENT TO WAIVE ANY RIGHT TO THE DEATH BENEFIT. YOUR SPOUSE'S CONSENT MUST BE IN WRITING, BE WITNESSED BY A NOTARY OR A PLAN REPRESENTATIVE AND ACKNOWLEDGE THE SPECIFIC NONSPOUSE BENEFICIARY.

If you are married and you change your designation, then your spouse must again consent to the change. In addition, you may elect a beneficiary other than your spouse without your spouse's consent if your spouse cannot be located.

**Unmarried Participant.** If you are not married, you may designate a beneficiary on a form to be supplied to you by the Administrator.

**Divorce.** If you have designated your spouse as your beneficiary for all or a part of your death benefit, then upon your divorce, the designation is no longer valid. This means that if you do not select a new beneficiary after your divorce, then you are treated as not having a beneficiary for that portion of the death benefit (unless you have remarried).

**No beneficiary designation.** At the time of your death, if you have not designated a beneficiary or the individual named as your beneficiary is not alive, then the death benefit will be paid in the following order of priority to: First to the Participant's spouse, then to the Participant's estate.

#### **How will the death benefit be paid to my beneficiary?**

**Form of distribution.** If the death benefit payable to a beneficiary does not exceed \$5,000, then the benefit may only be paid as a lump-sum. If the death benefit exceeds \$5,000, your beneficiary may elect to have the death benefit paid in:

- a single lump-sum payment
- installments over a period of not more than the assumed life expectancy of your beneficiary
- partial withdrawals

#### **When must the last payment be made to my beneficiary?**

The law generally restricts the ability of a retirement plan to be used as a method of retaining money for purposes of your death estate. Thus, there are rules that are designed to ensure that death benefits are distributable to beneficiaries within certain time periods.

Regardless of the method of distribution selected, if your designated beneficiary is a person (rather than your estate or some trusts) then minimum distributions of your death benefit will begin by the end of the year following the year of your death ("1-year rule") and must be paid over a period not extending beyond your beneficiary's life expectancy. If your spouse is the beneficiary, then under the "1-year rule," the start of payments will be delayed until the year in which you would have attained age 70 1/2 unless your spouse elects to begin distributions over his or her life expectancy before then. However, instead of the "1-year rule" your beneficiary may elect to have the entire death benefit paid by the end of the fifth year following the year of your death (the "5-year rule"). Generally, if your beneficiary is not a person, your entire death benefit must be paid under the "5-year rule."

Since your spouse has certain rights to the death benefit, you should immediately report any change in your marital status to the Administrator.

#### **What happens if I'm a participant, terminate employment and die before receiving all my benefits?**

If you terminate employment with the Employer and subsequently die, your beneficiary will be entitled to your remaining interest in the Plan at the time of your death. The provision in the Plan providing for full vesting of your benefit upon death does not apply if you die after terminating employment.

### **ARTICLE IX TAX TREATMENT OF DISTRIBUTIONS**

#### **What are my tax consequences when I receive a distribution from the Plan?**

Generally, you must include any Plan distribution in your taxable income in the year in which you receive the distribution. The tax treatment may also depend on your age when you receive the distribution. Certain distributions made to you when you are under age 59 1/2 could be subject to an additional 10% tax.

#### **Can I elect a rollover to reduce or defer tax on my distribution?**

**Rollover or Direct Transfer.** You may reduce, or defer entirely, the tax due on your distribution through use of one of the following methods:

- (a) **60-day rollover.** The rollover of all or a portion of the distribution to an Individual Retirement Account or Annuity (IRA) or another employer retirement plan willing to accept the rollover. This will result in no tax being due until you begin withdrawing funds from the IRA or other qualified employer plan. The rollover of the distribution, however, **MUST** be made within strict time frames (normally, within 60 days after you receive your distribution). Under certain circumstances, all or a portion of a distribution may not qualify for this rollover treatment. In addition, most distributions will be subject to mandatory federal income tax withholding at a rate

of 20%. This will reduce the amount you actually receive. For this reason, if you wish to roll over all or a portion of your distribution amount, then the direct transfer option described in paragraph (b) below would be the better choice.

(b) **Direct rollover.** For most distributions, you may request that a direct transfer (sometimes referred to as a direct rollover) of all or a portion of a distribution be made to either an Individual Retirement Account or Annuity (IRA) or another employer retirement plan willing to accept the transfer. A direct transfer will result in no tax being due until you withdraw funds from the IRA or other employer plan. Like the rollover, under certain circumstances all or a portion of the amount to be distributed may not qualify for this direct transfer. If you elect to actually receive the distribution rather than request a direct transfer, then in most cases 20% of the distribution amount will be withheld for federal income tax purposes.

**Automatic IRA Rollover.** If a mandatory distribution is being made to you because your vested interest in the Plan exceeds \$1,000 but does not exceed \$5,000, then the Plan will rollover your distribution to an IRA if you do not make an affirmative election to either receive or roll over the distribution. The IRA provider selected by the Plan will invest the rollover funds in a type of investment designed to preserve principal and provide a reasonable rate of return and liquidity (e.g., an interest-bearing account, a certificate of deposit or a money market fund). The IRA provider will charge your account for any expenses associated with the establishment and maintenance of the IRA and with the IRA investments. You may transfer the IRA funds to any other IRA you choose. You will be provided with details regarding the IRA at the time you are entitled to a distribution. However, you may contact the Administrator at the address and telephone number indicated in this summary for further information regarding the Plan's automatic rollover provisions, the IRA provider, and the fees and expenses associated with the IRA.

**Tax Notice.** WHENEVER YOU RECEIVE A DISTRIBUTION THAT IS AN ELIGIBLE ROLLOVER DISTRIBUTION, THE ADMINISTRATOR WILL DELIVER TO YOU A MORE DETAILED EXPLANATION OF THESE OPTIONS. HOWEVER, THE RULES WHICH DETERMINE WHETHER YOU QUALIFY FOR FAVORABLE TAX TREATMENT ARE VERY COMPLEX. YOU SHOULD CONSULT WITH QUALIFIED TAX COUNSEL BEFORE MAKING A CHOICE.

## **ARTICLE X PROTECTED BENEFITS AND CLAIMS PROCEDURES**

### **Are my benefits protected?**

As a general rule, your interest in your account, including your "vested interest," may not be alienated. This means that your interest may not be sold, used as collateral for a loan, given away or otherwise transferred. In addition, your creditors (other than the IRS) may not attach, garnish or otherwise interfere with your benefits under the Plan.

### **Are there any exceptions to the general rule?**

There are three exceptions to this general rule. The Administrator must honor a "qualified domestic relations order." A "qualified domestic relations order" is defined as a decree or order issued by a court that obligates you to pay child support or alimony, or otherwise allocates a portion of your assets in the Plan to your spouse, former spouse, children or other dependents. If a qualified domestic relations order is received by the Administrator, all or a portion of your benefits may be used to satisfy that obligation. The Administrator will determine the validity of any domestic relations order received. You and your beneficiaries can obtain from the Administrator, without charge, a copy of the procedure used by the Administrator to determine whether a qualified domestic relations order is valid.

The second exception applies if you are involved with the Plan's operation. If you are found liable for any action that adversely affects the Plan, the Administrator can offset your benefits by the amount that you are ordered or required by a court to pay the Plan. All or a portion of your benefits may be used to satisfy any such obligation to the Plan.

The last exception applies to Federal tax levies and judgments. The Federal government is able to use your interest in the Plan to enforce a Federal tax levy and to collect a judgment resulting from an unpaid tax assessment.

### **Can the Plan be amended?**

Your Employer has the right to amend the Plan at any time. In no event, however, will any amendment authorize or permit any part of the Plan assets to be used for purposes other than the exclusive benefit of participants or their beneficiaries. Additionally, no amendment will cause any reduction in the amount credited to your account.

### **What happens if the Plan is discontinued or terminated?**

Although your Employer intends to maintain the Plan indefinitely, your Employer reserves the right to terminate the Plan at any time. Upon termination, no further contributions will be made to the Plan and all amounts credited to your accounts will become 100% vested. Your Employer will direct the distribution of your accounts in a manner permitted by the Plan as soon as practicable. (See the question entitled "How will my benefits be paid to me?" for a further explanation.) You will be notified if the Plan is terminated.

**How do I submit a claim for Plan benefits?**

Benefits will generally be paid to you and your beneficiaries without the necessity for formal claims. Contact the Administrator if you are entitled to benefits or if you think an error has been made in determining your benefits. Any such request should be in writing.

If the Administrator determines the claim is valid, then you will receive a statement describing the amount of benefit, the method or methods of payment, the timing of distributions and other information relevant to the payment of the benefit.

**What if my benefits are denied?**

Your request for Plan benefits will be considered a claim for Plan benefits, and it will be subject to a full and fair review. If your claim is wholly or partially denied, the Administrator will provide you with notification of the Plan's adverse determination. This written or electronic notification will be provided to you within a reasonable period of time.

**ARTICLE XI  
GENERAL INFORMATION ABOUT THE PLAN**

There is certain general information which you may need to know about the Plan. This information has been summarized for you in this Article.

**Plan Name**

The full name of the Plan is Loxahatchee River Environmental Control District Money Purchase Plan and Trust.

**Plan Effective Dates**

This Plan was originally effective on January 1, 1980. The amended and restated provisions of the Plan become effective on July 16, 2021. However, this restatement was made to conform the Plan to new tax laws and some provisions may be retroactively effective.

**Other Plan Information**

Valuations of the Plan assets are generally made every business day. Certain distributions are based on the Anniversary Date of the Plan. This date is the last day of the Plan Year.

The Plan's records are maintained on a twelve-month period of time. This is known as the Plan Year. The Plan Year begins on January 1st and ends on December 31st.

**Employer Information**

Your Employer's name, address and identification number are:

Loxahatchee River Environmental Control District  
2500 Jupiter Park Drive  
Jupiter, Florida 33458

59-1455126

**Administrator Information**

The Administrator is responsible for the day-to-day administration and operation of the Plan. For example, the Administrator maintains the Plan records, including your account information, provides you with the forms you need to complete for Plan participation, and directs the payment of your account at the appropriate time. The Administrator will also allow you to review the formal Plan document and certain other materials related to the Plan. If you have any questions about the Plan or your participation, you should contact the Administrator. The Administrator may designate other parties to perform some duties of the Administrator.

The Administrator has the complete power, in its sole discretion, to determine all questions arising in connection with the administration, interpretation, and application of the Plan (and any related documents and underlying policies). Any such determination by the Administrator is conclusive and binding upon all persons.

Your Administrator's name and contact information are:

Loxahatchee River Environmental Control District  
2500 Jupiter Park Drive  
Jupiter, Florida 33458

(561) 401-4095

**Plan Trustee Information and Plan Funding Medium**

All money that is contributed to the Plan is held in a trust fund. The Trustee is responsible for the safekeeping of the trust fund and must hold and invest Plan assets in a prudent manner and in the best interest of you and your beneficiaries. The trust fund established by the Plan's Trustee(s) will be the funding medium used for the accumulation of assets from which benefits will be distributed. While all the Plan assets are held in a trust fund, the Administrator separately accounts for each Participant's interest in the Plan.

Great-West Trust Company, LLC

8515 East Orchard Road  
Greenwood Village, Colorado 80111

Telephone: (877) 694-4015

## Summary of Key Document Changes

In connection with the restatement of your plan, the following is a summary of key differences between the plan documents, including changes that may impact your plan's administration and may require your action depending on your Current Plan Document provisions.

	Current Plan Document	Third Cycle Document
Trust Agreement	Trust provisions could be incorporated into pre-approved plan documents.	Trust provisions can no longer be incorporated into the plan document. A separate trust agreement is required with Third Cycle documents. If your plan already has a separate trust agreement in place, that agreement can carry forward and remain intact.
Plan Document Type	Profit sharing/non-pension 401(a) plans and money purchase pension plans use separate volume submitter adoption agreements.	There is now one pre-approved plan document that has the flexibility to be adopted as a profit sharing/non-pension 401(a) plan or a money purchase pension plan.
Service Crediting Method	The plan document's default method of crediting service in election 16.2 is based on actual hours of service.	The document's default method of crediting service is now based on actual hours of service unless actual hours of service are not available and an equivalency must be used (e.g., for salaried employees). If actual hours of service are not available, the employee is credited with 190 hours of service for each month the employee works at least one hour. If the plan sponsor uses an equivalency other than 1 month = 190 hours, the appropriate alternative should be selected from the options in election 16.b.3. You should contact your Empower client service manager if you need to change the equivalency in your document.
Discretionary Matching Contributions	For profit sharing/non-pension 401(a) plans with a discretionary match provision (election 26.f.), the discretionary matching contribution election was flexible, including as to what formula a plan sponsor could use.	<p>There are two elections for a discretionary matching contribution in the new document (elections 26.h. and 26.h.1):</p> <ul style="list-style-type: none"> <li>• Flexible Discretionary Match</li> <li>• Rigid Discretionary Match</li> </ul> <p>Plans with a discretionary matching contribution provision were mapped to the Flexible Discretionary Match election.</p> <p>Important information regarding a Flexible Discretionary Match election:</p> <ul style="list-style-type: none"> <li>• This election provides plan sponsors the most flexibility, including with respect to the match formula and computation period.</li> </ul>



		<ul style="list-style-type: none"> <li>When Flexible Discretionary Matching contributions are made for a plan year, plan sponsors must communicate to participants who receive an allocation of the match the match formula, computation period for match, and (if applicable) a description of each business location/classification subject to separate match formula(s) no later than 60 days following the date the last match is made for a plan year.</li> <li>It is expected that plan sponsors provide this type of information to participants in their standard benefits communications. We can provide a sample template for this communication upon request.</li> </ul> <p>For the alternative election, a Rigid Discretionary Match, communication to participants when matching contributions are made is not required under the plan document. However, the match is not as flexible and must meet certain requirements – the computation period must be stated in the plan document; the maximum amount of the matching contribution, if any, must be stated in the plan document; the match, if made, must be provided to all participants eligible for the match who meet the allocation conditions; and the formula must be a uniform rate. You can contact your Empower client service manager if you would like additional information on this option.</p>
Matching After-Tax Contributions	The option to match after-tax contributions was in election 32.	The option to match after-tax contributions was moved to election 26.A.
Type of Government Entity	The plan allowed a plan sponsor to describe the type of government entity in a describe line in election 2.	The plan now requires the plan sponsor to select from one of four types of government entities specified in election 2. The describe line was removed. If the name of the plan sponsor matches one of the available types of government entity, that option was selected. You should contact your Empower client service manager if you need to change the type of government entity in your document.

This summary does not include all changes to the plan document. Please carefully review the documents to ensure all plan terms accurately reflect the administration of your plan. You are encouraged to consult with your legal counsel and other tax and benefit advisors to assist with this review to the extent you deem appropriate.



# 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: Kara Fraraccio, Director of Finance and Administration  
DATE: September 9, 2021  
SUBJECT: Disposal of Fixed Assets

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

Tag #	F/A #	Description	Condition	Date Recorded	Acquired Value	Book Value	Estimated Value
N/A	PE49	Kawasaki Mule	Needs Repair	09/30/05	\$ 9,575	\$ -	\$ 1,500
2764	N/A	Air Compressor	Operational	09/30/15	2,050		
2861	N/A	Dell Laptop	Beyond Repair	09/30/17	1,315		
2834	N/A	Dell Computer	Beyond Repair	09/30/16	1,045		
<b>Total Assets to be Disposed</b>					<b>\$ 13,985</b>	<b>\$ -</b>	<b>\$ 1,500</b>

In addition, the following assets were aggregated with other assets or grouped as part of a project when purchased and we therefore do not have individualized asset information on each item. A description of the asset to be disposed is provided below:

Description	Serial Number	Condition
Flygt 9.4 HP Submersible Pump	FLY-07-08-09	Beyond Repair
Flygt 20 HP Submersible Pump	FLY-09-03-07	Beyond Repair
Flygt 9.4 HP Submersible Pump	FLY-11-17-92	Beyond Repair
Flygt 20 HP Submersible Pump	FLY-12-05-06	Beyond Repair
Flygt 15 HP Submersible Pump	FLY-0220064	Beyond Repair
Flygt 3 HP Submersible Pump	FLY-0235255	Beyond Repair
Flygt 15 HP Submersible Pump	FLY-0410016	Beyond Repair
Flygt 7.5 HP Submersible Pump	FLY-8432014	Beyond Repair
Flygt 10 HP Submersible Pump	FLY-8840619	Beyond Repair
Flygt 3 HP Submersible Pump	FLY-8881094	Beyond Repair
Flygt 10 HP Submersible Pump	FLY-8930410	Beyond Repair
Flygt 5 HP Submersible Pump	FLY-8980748	Beyond Repair
Flygt 5 HP Submersible Pump	FLY-9020200	Beyond Repair
Flygt 5 HP Submersible Pump	FLY-9030418	Beyond Repair

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<b>Description</b>	<b>Serial Number</b>	<b>Condition</b>
Flygt 10 HP Submersible Pump	FLY-9070764	Beyond Repair
Flygt 3 HP Submersible Pump	FLY-9071604	Beyond Repair
Flygt 3 HP Submersible Pump	FLY-9071605	Beyond Repair
Flygt 2 HP Submersible Pump	FLY-9280276	Beyond Repair
Flygt 3 HP Submersible Pump	FLY-9380033	Beyond Repair
Flygt 3 HP Submersible Pump	FLY-9421594	Beyond Repair
Flygt 3 HP Submersible Pump	FLY-9421596	Beyond Repair
Flygt 5 HP Submersible Pump	FLY-9670310	Beyond Repair
Flygt 10 HP Submersible Pump	FLY-9710464	Beyond Repair
Flygt 5 HP Submersible Pump	FLY-9850629	Beyond Repair
Flygt 5 HP Submersible Pump	FLY-9880564	Beyond Repair
Flygt 5 HP Submersible Pump	FLY-85806745	Beyond Repair

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

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

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

I offer the following motion for your approval:

**“THAT THE GOVERNING BOARD authorize the Executive Director to dispose of tangible personal property asset tag numbers 2764, 2861, 2834, asset number PE49, and the items from aggregated assets listed in the schedule above, in accordance with the District’s Disposal of Surplus Tangible Personal Property Policy.”**



# 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: August 30, 2021  
Subject: Lift Station 163 Emergency Generator/N20042:  
Change Order 003

This project provides for an emergency generator and automatic transfer switch at Lift Station 163, a significant repump station serving the Islands of Jupiter, portions of the Shores and surrounding areas.

During the course of construction additional clearing was identified to allow installation of the generator slab and clear an existing easement over the influent gravity main. This work combined with a previous change order to upgrade the pump and instrumentation cable junction box will exceed the project contingency by \$4,550.00. A summary of change orders to date is included below.

Change Order 001 – Legal Contract Revisions	\$0.00
Change Order 002 – Junction box and Control Panel Pad	\$6,050.00
Change Order 003 – Tree Removal	\$5,020.00

This is a time sensitive change order that requires approval prior to the September Board. As such, I am submitting this change order for your approval under Procurement Policy, Section 2.10 Change Orders, Paragraph 5.

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**LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT**

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA  
33458 (561) 747-5700 FAX (561) 747-9929

CHANGE ORDER

#3

DATE: August 18, 2021

PROJECT NAME: Lift Station #163 Emergency Generator Project

OWNER: Loxahatchee River Environmental Control District

CONTRACTOR: Hinterland Group, Inc.

THE FOLLOWING CHANGES: Removal of existing trees within the easement to accommodate installation of the proposed turfstone driveway and to prevent root future intrusion on the influent gravity sewer line.

JUSTIFICATION: See attached.

CHANGE TO CONTRACT PRICE:

Original CONTRACT PRICE: \$67,600.00

Current Contract Price including C.O. # 2 \$73,650.00

Contract Price due to this Change Order  
will be *INCREASED* by: \$5,200.00

The New Contract Price including  
this Change Order will be: \$78,850.00

CHANGE TO CONTRACT TIME:

No additional change to contract time will be added as part of this change order.

APPROVED BY CONTRACTOR: Neph Belle 8/20/2021  
DATE

APPROVED BY ENGINEER: Chris Hill 8/18/21  
DATE

APPROVED BY OWNER: \_\_\_\_\_  
LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT DATE

APPROVED BY DEPUTY EXECUTIVE DIRECTOR: AD 8/30/2021

(TIME SENSITIVE CHANGE ORDER PROCUREMENT POLICY 2.10, 5)





Hinterland Group, Inc.  
2051 W Blue Heron Blvd  
Riviera Beach, FL 33404  
(561) 640-3603 - Phone

ALL PO's/Contractual Issuances are to be emailed to: info@hinterlandgroup.com

Proposal # 20-0370-00

ADDRESS

Loxahatchee River District  
2600 Jupiter Park Drive, Jupiter, FL 33458-0962

DATE: 8/17/2021

JOB NAME: LRD LS 163 Emergency Generator - CO#4

ACTIVITY	QUANTITY	UNIT	RATE	AMOUNT
Cut, Remove, Haul, and Dispose of 22 unknown trees	1	LS	\$5,200.00	\$5,200.00
TOTAL				\$ 5,200.00

ALL PO's/Contractual Issuances are to be emailed to: info@hinterlandgroup.com

Accepted By: \_\_\_\_\_

Accepted Date: \_\_\_\_\_





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

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

DATE: September 3, 2021

SUBJECT: Olympus Drive Force Main and Low Pressure Sewer Replacement: Construction Contract

In January 2021 the Board approved the referenced project with a contingency amount of \$48,320.00. There are currently 2 pending change orders on the project with a potential total value of \$59,798.00 subject to negotiation.

Change Order 001: Repair of a void under Ocean Dr discovered during construction. \$38,675.00

Change Order 002: Additional paving restoration required on Olympus Drive. \$21,123.00

To allow timely processing and prevent potential delay once the negotiations are complete staff is requesting Board approval of \$11,680.00 additional contingency for a total contingency amount of \$60,000.00.

Staff recommend the following motion:

"THAT THE DISTRICT GOVERNING BOARD award the Bid 20-006-OLYMPUSFMLP construction contract to Foster Marine Contractors, Inc. additional contingency in the amount of \$11,680.00.

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# 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: September 3, 2021

SUBJECT: 20-006-OLYMPUSFMLP/Olympus Drive Force Main and Low Pressure Sewer Replacement: Professional Engineering Services Contract

In February 2020 the Board approved the referenced project with a contingency amount of \$4,473.45. Due to delays in construction staff anticipate additional inspection services not to exceed \$15,000.00. These costs will be borne by the Contractor; however, in processing these costs we will pay the additional inspection fees under our PO with Baxter and Woodman, then deduct the additional inspection fees from our final payment to Foster Marine. To allow timely processing staff is requesting Board approval of \$10,526.55 additional contingency for a total contingency amount of \$15,000.00.

Staff recommend the following motion:

**"THAT THE DISTRICT GOVERNING BOARD award the professional engineering services contract for Olympus Drive Force Main and Low Pressure Sewer Replacement to Baxter and Woodman, Inc. additional contingency in the amount of \$10,526.55.**

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# 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:** AUGUST 11, 2021  
**SUBJECT:** BUSCH WILDLIFE SANCTUARY REQUEST FOR  
LICENSE AGREEMENT RENEWAL

On July 15, 2021, after public comment and Board discussion, the LRD Governing Board unanimously approved the following motion:

*"That the District Governing Board renew the LRD-BWS Restated License Agreement for one additional year (March 22, 2022 to March 21, 2023), contingent upon the BWS Board by July 31, 2021 and for the full duration of the License Agreement, making changes to (1) eliminate or limit the authority and control exercised by its Executive Committee, (2) reestablish the rightful control by the BWS Board, and (3) agree not to establish any committee, policy or procedure that limits the participation of the full BWS Board in all Board matters, with all such changes being subject to the approval of LRD Board at a subsequent LRD meeting."*

On July 20, 2021 the Busch Wildlife Sanctuary convened a Board of Directors meeting and passed the following motion:

*"To limit the authority and control exercised by the Executive Committee to include only those items related to the supervision of the Rocky Pines construction project, contingent upon the existing Restated License Agreement extension for one additional year (March 22, 2022 to March 21, 2023) signed by LRD with no changes to the existing license agreement, and subsequently signed by BWS within 10 days of LRD's signature, and this limit will be in effect for the full duration of the Restated License Agreement period and the extension." (see attached letter from Ms. Lisa Wynne)*

It should be noted that "the Rocky Pines construction project" is the new BWS property in Jupiter Farms.

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The motion approved by the BWS Board of Directors appears to satisfy the conditions stipulated by the LRD Board on July 20, 2021. It, therefore, appears to me that we are in position for you, the LRD Governing Board, to authorize Board Chairman Boggie to execute the LRD-BWS Restated License Agreement renewal for one additional year (March 22, 2022 to March 21, 2023) if you so desire.

Mr. Shenkman has provided the following motion for your consideration:

**THAT THE DISTRICT GOVERNING BOARD authorize Board Chairman Boggie to execute a one year renewal of the LRD-BWS Restated License Agreement so that the new expiration date will be March 21, 2023, and the renewal states: 'The authority and control exercised by the BWS Executive Committee is limited to include only those items related to the supervision of the Rocky Pines construction project (the new BWS property in Jupiter Farms), and this limit will be in effect for the full duration of the Restated License Agreement period and the extension.'**

## Restated LICENSE AGREEMENT Extension

This Restated License Agreement Extension dated August \_\_, 2021, is executed in relation to that certain Restated LICENSE AGREEMENT dated as of October 26, 2020, between the Loxahatchee River Environmental Control District, (“LRD”) and THE BUSCH WILDLIFE SANCTUARY, INC., a Florida Corporation, (“Busch”), (the Restated License Agreement along with this Extension are herein collectively referred to as the “License Agreement”).

### RECITALS.

WHEREAS, on July 20, 2021, the Busch Wildlife Sanctuary convened a Board of Directors meeting and passed the following motion:

“To limit the authority and control exercised by the Executive Committee to include only those items related to the supervision of the Rocky Pines construction project, contingent upon the existing Restated License Agreement extension for one additional year (March 22, 2022 to March 21, 2023) signed by LRD with no changes to the existing license agreement, and subsequently signed by BWS within 10 days of LRD’s signature, and this limit will be in effect for the full duration of the Restated License Agreement period and the extension.”;

WHEREAS, on August 19, 2021, the Loxahatchee River District convened a Governing Board meeting and passed the following motion:

“THAT THE DISTRICT GOVERNING BOARD authorize Board Chairman Boggie to execute a one year renewal of the LRD-BWS Restated License Agreement so that the new expiration date will be March 21, 2023, and the renewal states: ‘The authority and control exercised by the BWS Executive Committee is limited to include only those items related to the supervision of the Rocky Pines construction project (the new BWS property in Jupiter Farms), and this limit will be in effect for the full duration of the Restated License Agreement period and the extension.’ ”

Now Therefore, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. The above recitals are true and correct and the terms and conditions are incorporated herein by reference.



2. The Term of the License Agreement is extended ONE (1) year from March 22, 2022, to March 21, 2023.
3. All other terms and conditions of the License Agreement remain unchanged, and in full force and effect.

IN WITNESS THEREOF, the parties have executed this Restated License Agreement Extension on the dates set forth below.

Witnesses: THE BUSCH WILDLIFE SANCTUARY, INC,  
a Florida Corporation

\_\_\_\_\_ By: \_\_\_\_\_

Peter W. Busch, Chairman/Founder, Aug. \_\_, 2021

\_\_\_\_\_

Witnesses: Loxahatchee River Environmental Control District

\_\_\_\_\_ By: \_\_\_\_\_

Gordon Boggie, Chairman, Aug. \_\_, 2021

\_\_\_\_\_



# BUSCH WILDLIFE SANCTUARY

At Loxahatchee River District

## WHERE NATIVE IS NURTURED



July 21, 2021

Dr. Albrey Arrington, Executive Director  
Loxahatchee River Environmental Control District  
2500 Jupiter Park Dr.  
Jupiter, FL 33458

Dear Albrey,

At the quarterly Busch Wildlife Sanctuary (BWS) Board of Directors meeting on July 20<sup>th</sup>, 2021, the Board unanimously approved (the Loxahatchee River District's (LRD) designated director abstained from the vote) the following motion related to the LRD's response to BWS's request for a license extension:

*"To limit the authority and control exercised by the Executive Committee to include only those items related to the supervision of the Rocky Pines construction project, contingent upon the existing Restated License Agreement extension for one additional year (March 22, 2022 to March 21, 2023) signed by LRD with no changes to the existing license agreement, and subsequently signed by BWS within 10 days of LRD's signature, and this limit will be in effect for the full duration of the Restated License Agreement period and the extension. "*

We appreciate your partnership and look forward to signing the extension of the existing Restated License Agreement.

Sincerely,

Lisa A. Wynne, MBA  
Assistant Director

buschwildlife.org | 561.575.3399 | 2500 Jupiter Park Drive, Jupiter, FL 33458



# 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:** SEPTEMBER 3, 2021  
**SUBJECT:** LRD REDISTRICTING USING 2020 CENSUS

Pursuant to Article I, Section II of the US Constitution the federal government is charged with conducting a decennial census. Following publication of the decennial census results, the LRD Governing Board is required to revise the five Governing Board areas that constitute the LRD's legislative boundary so that each area has approximately equal population. This redistricting requirement is provided in our enabling act, Chapter 2021-249, Laws of Florida (Act):

*Section 4. The governing body of the district herein created shall consist of a Board of five members, who shall be qualified electors residing within said district. They shall be known and designated as the "Governing Board of the Loxahatchee River Environmental Control District."*

*(1) Board areas.—The Board shall divide the area of the district into five separate areas. Each area shall have approximately equal population according to the latest official decennial census. One Board member shall be elected from each numbered area by the electors in the total district. Each Board member shall be a resident of the area in which he or she is elected.*

The US Census Bureau has released results necessary for redistricting, and staff have used these data to draft revised Board area boundaries. Bud Howard conducted this work using ESRI's Districting for ArcGIS tool, which was designed to do such work. Revised Governing Board area boundaries correspond to census blocks and significant geographic features (e.g., roads, waterways, county line). Population within all revised Board areas is as equivalent as practicable.

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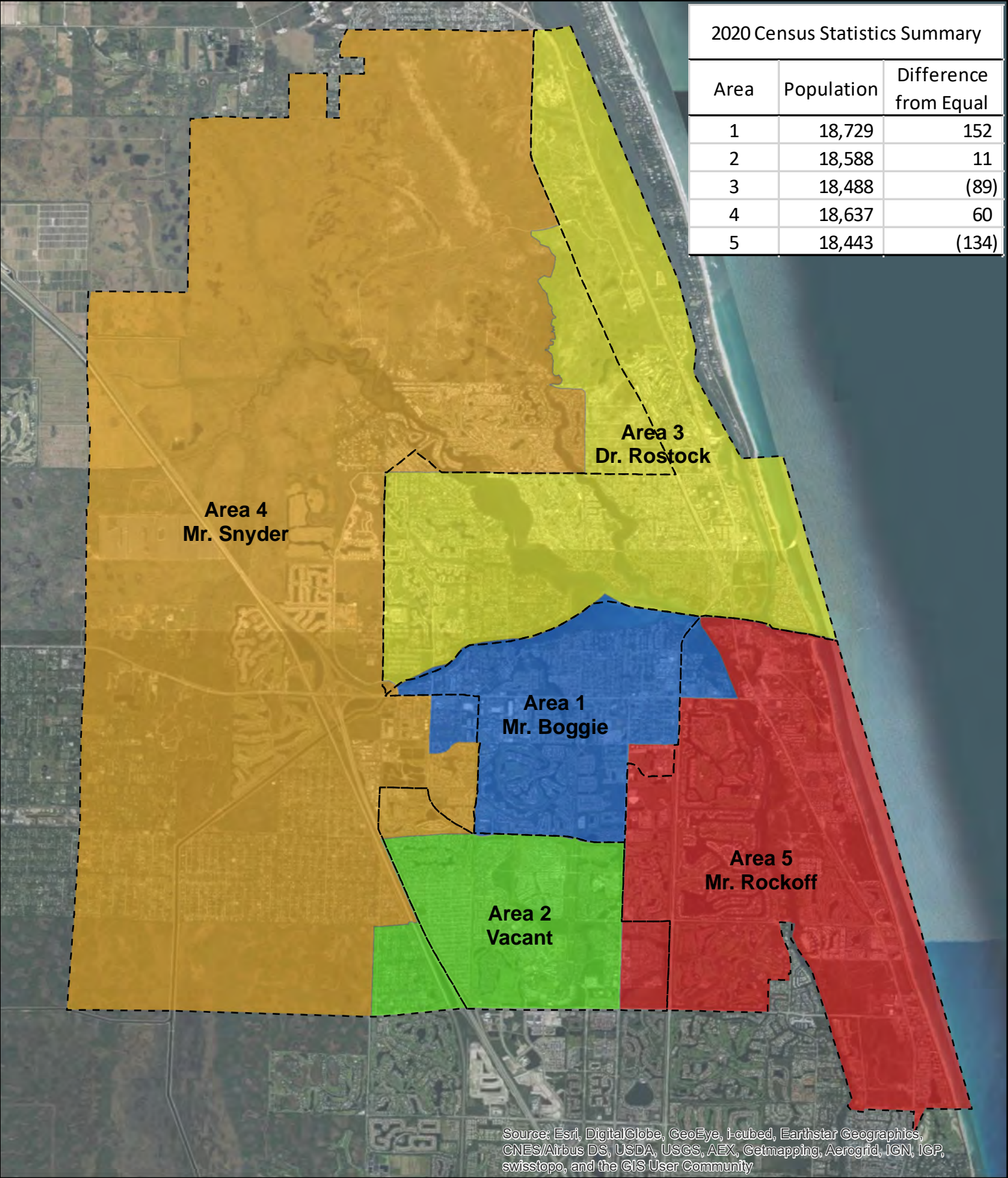
<b>Governing Board Area</b>	<b>2010 Population with Existing Boundaries</b>	<b>2020 Population with Existing Boundaries</b>	<b>2020 Population with Proposed Boundaries</b>
1	17,058	16,992	18,729
2	17,341	20,813	18,588
3	17,029	17,769	18,488
4	16,651	20,332	18,637
5	16,865	16,979	18,443
<b>Total</b>	<b>84,944</b>	<b>92,855</b>	<b>92,885</b>

Mr. Shenkman has reviewed and approved of the process and product of our redistricting efforts.

Should you find the proposed redistricting acceptable, I offer the following motion:

**“THAT THE DISTRICT GOVERNING BOARD accept the redistricting of Governing Board Areas 1 through 5 as indicated in the attached Proposed 2021-2030 Boundary figure dated September 14, 2021.”**

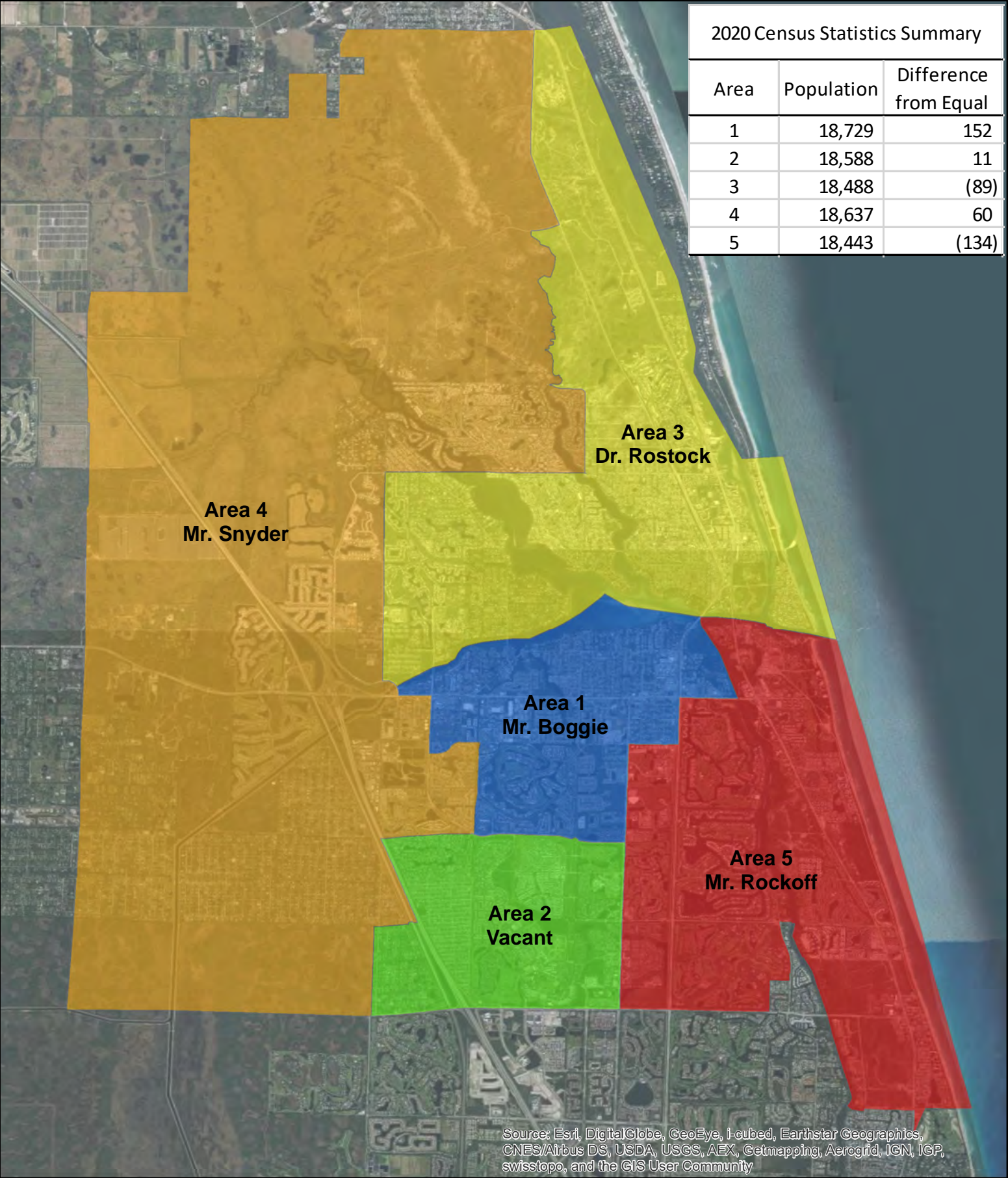




**Loxahatchee River District Governing Board Boundaries  
Comparison of Proposed 2020 to 2010 Boundaries**

--- 2010 Board Boundaries





2020 Census Statistics Summary		
Area	Population	Difference from Equal
1	18,729	152
2	18,588	11
3	18,488	(89)
4	18,637	60
5	18,443	(134)



**Loxahatchee River District Governing Board Boundaries  
Proposed 2021-2030 Boundaries  
September 14, 2021**

Source: Esri, DigitalGlobe, GeoEye, i-cubed, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community



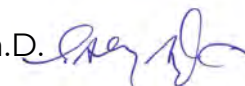


# LOXAHATCHEE RIVER DISTRICT

## *Celebrating 50 Years, 1971-2021*

### MEMORANDUM

**D. Albrey Arrington, Ph.D.**  
EXECUTIVE DIRECTOR

TO: GOVERNING BOARD  
FROM: D. ALBREY ARRINGTON, Ph.D.   
DATE: AUGUST 6, 2021  
SUBJECT: PROPOSED REVISIONS TO CHAPTER 31-1  
ORGANIZATION, POLICIES AND PROCEDURES

**Gordon M. Boggie**  
CHAIRMAN

**Stephen B. Rockoff**  
BOARD MEMBER

**Dr. Matt H. Rostock**  
BOARD MEMBER

**James D. Snyder**  
BOARD MEMBER

Pursuant to the Governing Board approved the LRD Rule and Policy Review Schedule, our Rule Chapter 31-1 Organization, Policies, and Procedures is up for review. The current version of the rule was last approved by the LRD Governing Board in 2016. I have worked with Mr. Shenkman and the LRD senior management team to carefully review the existing rule and draft recommended revisions. Furthermore, I had Laura Donaldson, the governmental lawyer that assisted with revision of our enabling act, review and suggest revisions to this rule. This month my goal is to obtain feedback from the Board and the public regarding the proposed rule revisions. Then, next month I anticipate bringing a final working draft of Rule Chapter 31-1 for Board review and approval after a public hearing.

Proposed revisions to the rule are as follows:

1. All references to 2002-358, Special Acts of Florida are revised to 2021-249, Laws of Florida. Where necessary, we have revised the rule to more precisely agree with our revised enabling act (e.g., section 31-1.002(3)).
2. Minimized duplicitous information (e.g., 31-1.001(4)).
3. Added text indicating Board Members have access to the full suite of insurance benefits available to regular, full-time employees, though Governing Board members must pay 100% of District-provided insurance premiums. This revision is pursuant to Board action *"THAT THE DISTRICT GOVERNING BOARD designate Board Members as a 'special class', and extend the full suite of insurance benefits available to regular, full-time employees to Board Members due to their special class designation. Furthermore, District Governing Board members shall pay 100% of District-*

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*provided insurance premiums.” following Attorney General Opinion 17-04 in which Florida’s Attorney General specified “the Loxahatchee River Environmental Control District is authorized by section 112.08(2)(a), Florida Statutes, to use District funds to pay for all or a portion of the cost for District board members to participate in the District’s group health insurance program. Payment of such cost may be in addition to the board member compensation authorized by Chapter 2002-358, Laws of Florida”.*

4. Clarified what happens if we lose a quorum during a Board meeting or if we do not have a quorum to start a Board meeting.
5. Added a section 31-1.002(3)(c) Communications Media Technology, which spells out how the District may conduct electronic meetings should the Governor once again waive physical quorum meeting requirements.
6. Our enabling act requires a “competent and reliable accountant or auditor” to thoroughly audit our books and accounts. We have increased the standard from “competent and reliable accountant or auditor” to “an independent, licensed certified public accountant in compliance with Florida law.”
7. Clarified that the Governing Board may maintain orderly conduct and proper decorum in a public meeting.
8. Improved the description of the District’s divisions. Clarified that our Finance & Administration division establishes our account books and records (not our auditors).
9. Revised 31-1.008 Quasi-Judicial Hearing Procedures to specify petition requirements.

I look forward to your careful review of this important document and a productive discussion of our proposed revisions. Please let me know if you have any questions or concerns.

## CHAPTER 31-1

### ORGANIZATION, POLICIES, AND PROCEDURES

- 31-1.001 General
- 31-1.002 The Agency Head
- 31-1.003 General Description of Agency Organization and Operations
- 31-1.004 General Information Concerning Agency
- 31-1.005 Statutory Chapters and Rules
- 31-1.006 Public Information and Inspection of Records
- 31-1.007 Public Access to Agency

#### 31-1.001 General

(1) The Loxahatchee River Environmental Control District (hereinafter called "District"), an independent special district, is a separate local agency of government created by the Florida Legislature in 1971 and is governed and operating ~~with enabling legislation~~ under Chapter 2021-249, Laws of Florida ~~2002-358, Special Acts of Florida~~, as may be amended ("Act"). The purpose of the District is to preserve public health, safety, and welfare within our service area and protect, preserve, and restore the Loxahatchee River watershed through the management of water supply, wastewater, and stormwater drainage. Section 2 of the Act Chapter 2021-249, Laws of Florida ~~2002-358~~ states that "It is hereby declared to be the intent of the Legislature that the best interests of public health, safety and welfare of the area within the boundaries of the Loxahatchee River Environmental Control District, hereinafter created, necessitate the formation of a separate local agency of government with powers designed to meet the particular needs of said area. It is further the intent of the Legislature that such needs be met in such a way as to cause minimum damage to the area's resources and environment and prevent additional environmental problems from being created, as well as providing solutions to existing problems. Maximum use of existing systems shall be made whenever feasible and consistent with the purposes of this act. It is also the intent of the Legislature that current and long-range planning shall be carried out so that required services are made available at the lowest possible cost as the characteristics of the area change."

(2) The District is located in southeast Martin County and northeast Palm Beach County and includes the Town of Jupiter, Jupiter Inlet Colony, the Village of Tequesta, and a portion of Juno Beach.

(3) The affairs of the District are administered by a five (5) member Governing Board whose members are ~~which is~~ elected by the registered voters of the District in accordance with the Act.

(4) The existing internal organization consists of seven (7) divisions, as further described in Rule 31-1.003, in addition to the Governing Board (see Organizational Chart, which is maintained online at [www.loxahatcheeriver.org](http://www.loxahatcheeriver.org)). Collectively, the Governing Board serves as the Agency Head and exercises regulatory and executive powers. The Governing Board employs an Executive Director who is charged with overseeing the day-to-day activities of the District. ~~The Executive Director administers the affairs of the Board and serves as the chief officer of all divisions. The Executive Division is responsible for management of the entire organization including personnel matters. The Finance & Administration Division is responsible for financial and fiscal operations and plans (e.g., establishment of the District's account books and records), maintenance of District~~

~~records, and general support services to the District. The Operations Division is responsible for operation and maintenance of the District's wastewater treatment and disposal facilities. The Information Services Division is responsible for the District's data collection and management systems including Information Technology, Customer Service, and the Wildpine Laboratory. The Engineering Division is responsible for the design, inspection, construction of the works of the District, upgrades and rehabilitation to existing infrastructure, and planning for the long range facilities needs of the District. The Director of Engineering is the responsible authority on drafting and interpreting the District's Construction Standards and Technical Specifications. The Engineering Division is also responsible for the District's collection and transmission system, which pumps and carries raw wastewater and reclaimed water. The Legal Division (external) is responsible for the legal aspects of District affairs including interpreting laws and regulations, formulating legal opinions and reviewing resolutions, and legal opinions. The Auditing Division (external) is responsible for the annual auditing requirements of Chapter 2002-358~~2021-249~~ and to the establishment of account books and records of the District.~~

*Specific Authority Chapter ~~2002-358~~2021-249, Laws of Florida~~Special Acts of Florida, as amended~~. Law Implemented Chapter ~~2002-358~~ 2021-249, Laws of Florida. Preamble, Section 2, Section 3, Section 4, Section 6(1). History-New 11-12-75. Formerly 31-1.01, Amended 4-5-87, 5-15-92, 5-18-00, 9-19-2013, 5-21-2015, 7-21-2016, 9-16-21.*

History Note: The District's Rules were published in the Florida Administrative Code from 1975 until 1999 under Title 31. However, since that time, the Florida Legislature has amended the APA in Chapter 99-379, Laws of Florida, effective upon becoming law, which was approved by the Governor and filed in the Office of Secretary of State on June 18, 1999. The APA section 120.52(1) added the following section under the definition of "Agency": "This definition does not include..., or any multi-county special district with a majority of its governing board comprised of elected persons;..." Thereafter, the District publishes its Rules and maintains the same Rule numbering system. See also letter from Kenneth J. Plante, Coordinator of the Joint Administrative Procedures Committee dated February 23, 2012 to the Loxahatchee River Environmental Control District, which confirmed the Loxahatchee River Environmental Control District does not fall within the definition of "agency" under section 120.52(1), Florida Statutes.

Chapter 1971-822, Laws of Florida, which created the District, was subsequently amended, and then superseded by Chapter 2002-358, Laws of Florida, which was subsequently superseded by Chapter 2021-249, Laws of Florida.

## ANNOTATIONS

### Jurisdiction

Public Service Commission did not have jurisdiction to grant private utility authority to operate within Loxahatchee River Environmental Control District without district's consent; district was intended by legislature to be agency responsible for deciding which private utilities could operate within its boundaries. *Loxahatchee River Environmental Control District v. Mann*, 403 So. 2d 363 (1981).

### 31-1.002 The Agency Head

(1) The Agency Head is collectively the five (5) member Governing Board. Among themselves, the Governing Board selects a Chair~~man~~, Vice-Chair~~man~~, Secretary, Treasurer, and Assistant Secretary/Treasurer annually.

(2) Section 4(1) of the Act requires the division of the District into ~~Chapter 2021-249~~2002-358 states: "The Board shall divide the area of the District into five (5) separate areas that ~~Each area shall~~ have approximately equal population according to the latest official decennial census. One (1) Bboard member shall be elected from each numbered area by the electors districtwide, and such ~~in the total District. Each~~ Board member must ~~shall~~ be a resident of the area in which he or she is elected."

(3) The terms of oOffice for Board mMembers are as follows:

(a) Board members from areas one, two, and five are elected beginning with the 2000 General Election, in accordance with section 100.031, Florida Statutes, and shall serve four ~~(4) year terms. Members from areas one and two shall be elected and hold office for a term of 4 years elected during the General Election beginning November 2000.~~

(b) Board members from areas three and four are elected beginning with the 2002 General Election, in accordance with section 100.031, Florida Statutes, and shall serve four (4) year terms.~~Members from areas three, four, and five shall be elected and hold office for a term of 4 years elected during the General Election beginning November 2002.~~

(4) Members of the Governing Board serve with a compensation of \$100.00 per month, and they are entitled to per diem and travel expenses as provided by Section 112.061, Florida Statutes. The full suite of insurance benefits available to regular, full-time employees are available to Board Members, though ~~Governing Board members must pay 100% of District-provided insurance premiums.~~

(5) A quorum of not less than three (3) Board members physically present, as specified below in (a)-(d), is required to hold a meeting and conduct business. An affirmative vote by at least three (3) Board members, in attendance as specified below in (a)-(c), is required for action of the Governing Board to be official. In the event that a Board member is required to depart a meeting prior to adjournment, and the departure causes a loss of quorum, no further official action other than adjournment may be taken unless and until a quorum is restored. Should no quorum attend within thirty (30) minutes after the hour appointed for the meeting, or upon a meeting having commenced with a quorum, which quorum shall have been lost, the Chair, then Vice Chair, then Secretary shall adjourn the meeting.

(a) **Physical Attendance.** —Attendance in person is the norm.

(b) **Electronic Attendance.** —

(i) Board members may attend and participate in meetings through the use of suitable technology as long as their participation is perceived as a public engagement. Any Board member attending a public meeting electronically shall be entitled to vote on any matter before the Governing Board, provided that the Board member's speech is generally audible to Board members and the public who are physically present at the meeting, and the remote Board member can hear input from Board members and public present at the meeting.

(ii) ~~Approval of Electronic Attendance~~—The Governing Board has decided, in good judgment, that electronic attendance serves the public interest in all cases where a Board member is unavailable to attend in person.

(iii) ~~A Board member must notify the Executive Director in writing (e.g., email) of their desire to attend a meeting electronically. The notice shall identify the meeting the~~ Board member cannot attend, and his or her~~their~~ desire to attend and participate



electronically.

(c) **Communications Media Technology.** Notwithstanding above, if the Governor of Florida, by virtue of Article IV, Section (1)(a) of the Florida Constitution, Chapter 252, Florida Statutes, and any other applicable laws, issues an executive order that suspends any Florida Statute or law that requires a quorum to be present in person or requires a local government body to meet at a specific public place, the District may conduct a meeting by means of communications media technology (“CMT”) or to provide public access to a meeting by the use of CMT as provided below.

(i) Definitions.

a. "Access point" means a designated place where a person interested in attending a meeting may go for the purpose of attending the meeting.

b. "Attend" means having access to the CMT network being used to conduct a meeting, or being used to take evidence, testimony, or argument relative to issues being considered at a meeting.

c. "Communications media technology" or "CMT" means the electronic transmission of printed matter, audio, full-motion video, freeze frame video, compressed video, and digital video by any method available.

(ii) The District may conduct a meeting using CMT and may provide CMT access to a meeting for purposes of taking evidence, testimony, or argument. A meeting is not a CMT meeting merely because it is broadcast over a communications network.

(iii) Nothing in this Rule shall be construed to permit the District to conduct any meeting otherwise subject to the provisions of Section 286.011, Florida Statutes, exclusively by means of CMT without making provision for the attendance of any member of the public who desires to attend. No meeting otherwise subject to Section 286.011, Florida Statutes, shall be conducted exclusively by means of CMT if the available technology is insufficient to permit all interested persons to attend. If during the course of a CMT meeting technical problems develop with the communications network that prevent interested persons from attending, the District shall terminate the meeting until the problems have been corrected.

(iv) When the District chooses to conduct a meeting by CMT, it shall provide notice in the same manner as required for a non-CMT meeting, and shall plainly state that such meeting is to be conducted utilizing CMT and identify the specific type of CMT to be used. The notice shall describe how interested persons may attend and shall include:

a. The address or addresses of all access points, specifically designating those which are in locations normally open to the public.

b. The address of each access point where an interested person may go for the purpose of attending the meeting.

c. An address, e-mail address, and telephone number where an interested person may write or call for additional information.

d. An address, e-mail address, and designated person to whom a person may submit written or other physical evidence that he or she intends to offer into evidence during the meeting.

(v) Any evidence, testimony, and argument that is offered utilizing CMT shall be



afforded equal consideration as if it were offered in person, and shall be subject to the same objections. In situations where sworn testimony is required by the District, persons offering such testimony shall be responsible for making appropriate arrangements for offering sworn testimony.

(6) The Governing Board is required to cause true and accurate minutes and records to be kept of all business transacted by them and must keep full, true, and complete books of account. Said minutes, records, and books of account are at all reasonable times open and subject to the inspection of the public and any person desiring so may make or procure copies of such minutes, records, and books or of such portions thereof as ~~he may~~ be desired. The minutes of each public meeting shall identify which of the Board members were physically present and, if applicable, which members of the Board attended electronically.

(7) At least once each year, the Governing Board must cause the books and accounts of the District to be thoroughly audited by an independent, licensed certified public accountant in compliance with Florida law ~~competent and reliable accountant or auditor~~.

(8) The Governing Board is required to meet at least quarterly, in a public meeting, at the call of the Chair~~man~~ or by written call of a quorum of three (3) Board members.

(9) In order to effectuate the purposes of the Act 2002-3582021-249 as amended, the Governing Board has the power to make and enforce such rules, ~~and~~ regulations, and policies as may be advisable as necessary.

(10) Meetings of the Governing Board shall be administered in accordance with Florida Statutes, these rules, and Robert's Rules of Order. When Robert's Rules of Order conflict with Florida Statutes or these rules, Florida Statutes and these rules supersede Robert's Rules of Order in all cases. The Governing Board may elect to deviate from Robert's Rules of Order. Members of the public are not considered as part of the deliberate body and may not raise questions concerning the application of such rules. ~~Rules of Order.~~

(11) ~~Public comments—Florida Statutes-Section~~ 286.0114, Florida Statutes, states the Governing Board must provide members of the public with a reasonable opportunity to be heard on a proposition before the Board; ~~however, this does not prohibit the Governing Board from maintaining orderly conduct or proper decorum in a public meeting.~~ The opportunity does not have to occur at the same meeting where the Governing Board takes official action on an item, whether by formal vote or other final action. The opportunity must occur at a meeting that is during the decision making process, and the opportunity must be within a reasonable proximity in time ~~before~~ in relation to the meeting at which the Governing Board takes official action. The Governing Board shall maintain orderly conduct and proper decorum in a public meeting, and hereby establishes these rules on the public providing testimony:

(a) an individual has three (3) minutes to address the Governing Board, ~~or if a person completes a "Public Comment Card" and wishes to allocate his or her time to another speaker that person may only designate one (1) minute of his or her time to the speaker's designee and as further provided in (b) below.~~

(b) a designated representative of a group or faction may address the Governing Board, rather than all of the members of the group or faction, and has six (6) minutes to address the Board.

(c) a "Public Comment Card" shall be made available for members of the public desiring to give public comment, indicating the speakers legal name, residence address, position on

a proposition, and to indicate if member of the public is making a designation of a representative speaker.

~~(d)~~ ~~The~~ requirement to provide a reasonable opportunity to be heard does not apply under the following circumstances:

~~(a)~~ when an official act must be taken to deal with an emergency situation affecting ~~the~~ public health, safety or welfare, if compliance with the public comments requirement would cause an unreasonable delay in the ability of the Governing Board to act;

~~(b)~~ for an official act involving no more than a ministerial act, including but not limited to approval of minutes and ceremonial proclamations;

~~(c)~~ at a meeting during which the Governing Board is acting in a quasi-judicial capacity with respect to the rights or interests of a person; and

~~(d)~~ at a meeting that is exempt from the Sunshine or Open Meetings Law (Section 286.011, Florida Statutes).

(e) By the Governing Board adopting these rules for public comment, the Governing Board is deemed to be acting in compliance with ~~Florida Statutes Section~~ 286.0114, Florida Statutes. Any action taken by the Governing Board that is found to be in violation of the opportunity to be heard is not void as a result of the violation.

(f) If written materials are submitted to the Governing Board, the speaker must provide at least one (1) copy to the Executive Director, who shall make copies available to the Governing Board members after the meeting.

*Specific Authority Chapter ~~2002-358~~2021-249, Laws of Florida~~Special Acts of Florida, as amended~~, Florida Attorney General Advisory Legal Opinion - AGO 2003-41. Law Implemented Chapter ~~2002-358~~2021-249, Section 4(1), (5), (6), (7), (8), (9), (10), Section 6(19), Section 11, Florida Statutes 286.0114 as to Public comments effective October 1, 2013. History-New 11-12-75, Formerly 31-1.02, Amended 4-5-87, 5-15-92, 5-18-00, 9-19-2013, 9-16-21.*

### **31-1.003 General Description of Agency Organization and Operations**

(1) The Executive Director administers the affairs of the District and serves as the chief officer of all divisions. The Executive Director has authority to approve procedures to implement the Act, Rules, and policies.

(2) Existing Staff Units of the District are as follows:

- (a) Executive Division
- (b) Finance & Administration Division
- (c) Operations Division
- (d) Information Services Division
- (e) Engineering Division
- (f) Legal Division
- (g) Auditing Division

(3) The functions, duties and responsibilities of each division are as follows:

(a) **Executive Division.** -- This Division is managed by ~~e-office of~~ the Executive Director, and ~~is located in this Division. This Division~~ is responsible for the daily management of

the entire organization including application of the District's Rules, ~~procedures and~~ policies ~~and procedures~~, and management of all personnel matters. ~~The Executive Director has authority to approve procedures to implement the Act, Rules, and policies.~~ This Division is responsible for administration of neighborhood sewerage projects, capital projects and grants, administration and coordination with legal and engineering consultants, and origination of Developer Agreements for Sewer Service and I.Q. Water Service. The Executive Division also oversees the District's environmental education efforts.

(b) **Finance & Administration Division.**— This Division is managed by the Director of Finance & Administration and is responsible for financial and fiscal operations including establishment of the District's account books and records, procurement, plans and reports, maintenance of District records, and general support services to the District.

(c) **Operations Division.**— This Division is managed by the Operations Plant Manager and is responsible for the effective and efficient operation and maintenance of the District's wastewater reclamation facilities, including treatment of wastewater, production of reclaimed water, and beneficial reuse or disposal of treated wastewater.

(d) **Information Services Division.** —This Division is managed by the Director of Information Services and is responsible for the District's data collection and management systems including Information Technology, Customer Service, and the WildPine Laboratory. Customer Service is responsible for the collection of the District's ~~quarterly~~ rates, fees, and charges. The WildPine Laboratory is responsible for assessing performance of the wastewater treatment system and the environmental and ecological health of the Loxahatchee River watershed. Information Technology is responsible for development, security, maintenance, and use of computer systems, services, and networks for the processing and distribution of electronic information.

(e) **Engineering Division.** —This Division is managed by the Director of Engineering and is responsible for drafting, maintaining and interpreting the District's Construction Standards and Technical Specifications. The Engineering Division is also responsible for the District's collection and transmission system, which pumps and carries raw wastewater and reclaimed water. In addition, this Division is responsible for the design, construction, inspection, and protection of the works of the District. It provides evaluation of facilities and proposes upgrades to and rehabilitation of existing District infrastructure. The Engineering Division also is responsible for the review and approval of construction plans of developer contributed wastewater collection systems, and provides long range facilities planning for the District.

(f) **Legal Division.**— This Division is handled by contract and, as such, there are no in-house staff. This Division is responsible for ~~the all~~ legal aspects of District affairs including interpreting laws and regulations, formulating legal opinions, reviewing resolutions, and providing professional consultation to the Governing Board and ~~Executive~~ Divisions for all legal matters of the District.

(g) **Auditing Division.**— This Division is handled by contract and, as such, there are no in-house staff. This Division is responsible for the annual auditing requirements of Chapter ~~2002-358~~ 2021-249 and 31-1.002(7) contained herein, ~~and the establishment of account books and records of the District.~~

*Specific Authority Chapter ~~2002-358~~2021-249, Laws ~~Special Acts~~ of Florida, ~~as amended~~. Law Implemented Chapter ~~2002-358~~2021-249, Section 5, Section 6, Section 11, Section 12. History - New 11-12-75, Formerly 31-1.03, Amended 4-5-87, 9-19-2013, 5-21-2015, 7-21-2016, 9-16-2021.*

### **31-1.004 General Information Concerning Agency**

(1) The District headquarters ~~is~~are located at 2500 Jupiter Park Drive, Jupiter, Florida 33458-8964 and is open for business between the hours of 8:30 a.m. and 5:00 p.m. on all weekdays, except State and Federal holidays, discretionary holiday closings as directed by the District's Executive Director, and emergency closings.

(2) All interested persons can make requests and procure general information, rules, and regulations, and other printed material at the District office.

(3) The Governing Board normally holds business meetings during the third week of each month at the District ~~headquarters~~offices. Notice of these meetings is published in the Palm Beach Post or other qualified newspaper, and the District ~~web~~site ~~pages as well as by press releases~~. Copies of meeting agendas can be obtained from the District website (www.loxahatcheeriver.org), District hHeadquarters, or by making a request ~~writing~~ to the District.

(4) The District maintains a web site www.loxahatcheeriver.org in order to provide the public with convenient and efficient access to information about District governance, divisions, programs, services, public notices, and other public information.

*Specific Authority Chapter ~~2002-358~~2021-249, Laws ~~Special Acts~~ of Florida, ~~as amended~~. Law Implemented Chapter ~~2002-358~~2021-249, Special Acts of Florida, Section 4(7). History-New 11-12-75, Formerly 31-1.04, Amended 4-5-87, 5-15-92, 5-18-00, 9-19-2013, 9-16-2021.*

### **31-1.005 Statutory Chapters and Rules**

The following statutory provisions affect the operation of Loxahatchee River Environmental Control District: Chapter ~~2002-358~~2021-249, Laws~~Special Acts~~ of Florida, and ~~as amended~~, Chapters 73, 74, 97, 98, 99, 100, 101, 102, 104, 106, 111, 112, 119, 153, 189, 218, 286, 287, and 403, Florida Statutes, and any and all other applicable laws and regulations.

*Specific Authority Chapter ~~2002-358~~2021-249, Laws ~~Special Acts~~ of Florida, ~~as amended~~. Law Implemented Chapter ~~2002-358~~2021-249, Section 15. History-New 11-12-75, Formerly 31-1.05, Amended 5-15-92, 9-19-2013, 9-16-2021.*

### **31-1.006 Public Information and Inspection of Records**

All public records of the District shall be available for public inspection pursuant to ~~Florida Statutes~~-Chapter 119, Florida Statutes, except those specifically exempted by Florida Statutes. Any person wishing to examine public records of the District may do so during normal business hours at the headquarters as provided in 31-1.004~~(1) at the offices listed in 31-1.004~~.

*Specific Authority Chapter ~~2002-358~~2021-249, Laws ~~Special Acts~~ of Florida, ~~as amended~~. Law Implemented Chapter 119, Florida Statutes. History-New 11-12-75, Formerly 31-1.06, Amended 9-19-2013, 9-16-2021.*

### **31-1.007 Public Access to Agency**

All meetings and workshops shall be held in accordance with ~~under Florida Statutes Section~~

286.011, [Florida Statutes](#), and all public hearings shall be open for public access.

*Specific Authority Chapter ~~2002-358~~2021-249, [Laws Special Acts of Florida, as amended](#). Law Implemented Chapter 286, Florida Statutes. History-New 11-12-75, Formerly 31-1.07, Amended 9-19-2013, [9-16-21](#).*

### **31-1.008 Quasi- Judicial Hearing Procedures.**

(1) **Scope and Applicability.** The procedures set forth herein shall apply to all quasi-judicial hearings<sup>1</sup> (hereinafter “Hearing”), held by the Governing Board (~~hereinafter the “Board”~~) of the ~~Loxahatchee River~~ District (~~hereinafter the “District”~~).

(2) **Administration Order.** Matters that do not involve a Notice of Violation (defined herein below), but rather involve requests for approval, shall be classified either as an “Administration Order” or as a “Board Order”. The Executive Director of the District shall determine if a matter has received a final “Administration Order”, and is ripe for consideration by the [Governing](#) Board.

(3) **Board Order.** A “Board Order” is defined as a matter decided by a vote of the [Governing](#) Board at a Board ~~m~~Meeting not conducted as a ~~quasi-judicial~~ Hearing. An ~~“Applicant~~[Petitioner](#)” who has legal standing to appeal the Board Order shall Petition the [Governing](#) Board, in writing, within the appropriate statute of limitations period according to Florida Statutes, to conduct a Hearing as to the matters contained in the Board Order.

(4) **Notice of Violation.** For matters that involve ~~a~~[the](#) ~~V~~[y](#)iolation of the District’s ~~Act-enabling legislation~~, District Rules, District Policies, District Procedures, Administration Order, or Board Order ([hereinafter “Violation”](#)), a written Notice of Violation shall state if the Violation is not corrected by a certain date, ~~(hereinafter “Compliance Date”)~~, that a Notice of Hearing may be issued, or the Notice of Violation may contain the Notice of Hearing. A Hearing shall be conducted subsequent to written issuance of a Notice of Hearing and subsections (5)-(1140) shall apply.

(5) **Petition Requirements.** A party that receives a Notice of Violation may submit a petition requesting a Hearing (hereinafter “Petition”) to the District within the appropriate statute of limitations period according to Florida Statutes.

(a) The District’s hours of operation and address for its Headquarters are provided for in Rule 31-1.004(1). Any Petition to be filed with the District will be accepted during these hours. Any Petition required to be filed with the District may be filed by hand delivery, or U.S. Mail or other delivery service addressed and sent or delivered to the District Executive Director at the District’s Headquarters. The District does not accept legal filings by electronic mail or facsimile. Any document received by the District after 5 p.m. shall be filed as of 8:30 a.m. on the next regular business day.

(b) All petitions filed under this Rule shall contain:

(i) The name, address, any e-mail address, and telephone number of the Petitioner, if the Petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the Petitioner’s representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation

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<sup>1</sup> See *Anoll v. Pomerance*, 363 So.2d 329, 331 (Fla. 1978)(“...a judgment becomes judicial or quasi-judicial, as distinguished from executive, when notice and hearing are required and the judgment of the board is contingent on the showing made at the hearing”).



of how the Petitioner's substantial interests will be affected by the agency determination;

(ii) A statement of when and how the Petitioner received the Notice of Violation;

(iii) A statement of all material fact. If there are none, the Petition must so indicate;

(iv) A concise statement of the ultimate facts alleged, including the specific facts the Petitioner contends warrant reversal or modification of the Violation;

(v) A statement of the specific District Act, Rules, Policies, Procedures, Administration Order, or Board Order that Petitioner contends require reversal or modification of the District's Violation, including an explanation of how the alleged facts relate to the specific District Act, Rules, Policies, Procedures, Administration Order, or Board Order; and

(vi) A statement of the relief sought by the Petitioner, stating precisely the action Petitioner wishes the District to take with respect to the agency's proposed action.

(65) **Notice of Hearing.** The Petition ~~requesting a Hearing~~ shall be placed on the agenda for a Board ~~m~~Meeting that is not less than twenty (20) days after the Petition is received by the District. The ~~Applicant~~ Petitioner shall be provided with a written Notice of Hearing at least fifteen (15) days<sup>2</sup> prior to the Hearing date, which shall include the date, time, and place of the Hearing. The Notice of Hearing shall also state that if the Petitioner ~~Applicant~~ decides to appeal any decision made by the Governing Board, with respect to any matter considered at such Hearing, the ~~Applicant~~ Petitioner will need a record of the proceedings and that, for such purpose, the ~~Applicant~~ Petitioner 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.<sup>3</sup> The Governing Board shall also provide reasonable notice to the public of the Hearing.<sup>4</sup>

(76) **Proceedings.** Hearings shall be conducted informally, but with decorum. Formal rules of civil procedure shall not apply, except as set forth herein. However, procedural due process

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<sup>2</sup> ~~Fla. Stat. Ch. 286.011(1) provides that the Board must provide 'reasonable notice of all such meetings'. Fla. Stat. Ch. 189.417(1) provides guidance for what constitutes 'reasonable notice' when discussing notice requirements for independent special district meetings: "The governing body of an independent special district shall advertise the day, time, place, and purpose of any meeting other than a regular meeting or any recessed and reconvened meeting of the governing body, at least 7 days prior to such meeting, in a newspaper of general paid circulation in the county or counties in which the special district is located, unless a bona fide emergency situation exists, in which case a meeting to deal with the emergency may be held as necessary, with reasonable notice, so long as it is subsequently ratified by the board."~~ [emphasis added]

<sup>3</sup> See Fla. Stat. 286.0105.

<sup>4</sup> Fla. Stat. Ch. 286.011(1) provides that the Board must provide 'reasonable notice of all such meetings'. Fla. Stat. Ch. 189.417(1) provides guidance for what constitutes 'reasonable notice' when discussing notice requirements for independent special district meetings: "The governing body of an independent special district shall advertise the day, time, place, and purpose of any meeting other than a regular meeting or any recessed and reconvened meeting of the governing body, at least 7 days prior to such meeting, in a newspaper of general paid circulation in the county or counties in which the special district is located, unless a bona fide emergency situation exists, in which case a meeting to deal with the emergency may be held as necessary, with reasonable notice, so long as it is subsequently ratified by the board." [emphasis added]



considerations shall be afforded at all times. There shall be at least two (2) attorneys present at the Hearing; one as the Advising attorney who shall advise the Governing Board (hereinafter “Advising Attorney”) and a second as the Prosecuting attorney (hereinafter “Prosecuting Attorney”) to prosecute the matter on behalf of the District. ~~Applicant~~Petitioner shall be afforded a fair Hearing with an opportunity to be heard, whether or not ~~Applicant~~Petitioner decides to have legal counsel present at the Hearing.

**(87) Witnesses and Supporting Materials.** At least eight (8) days prior to the Hearing:

(a) The Prosecuting Attorney shall submit to ~~Applicant~~Petitioner, and ~~Applicant~~Petitioner shall submit to the Prosecuting Attorney, an outline of the argument(s) in support of their respective positions, copies of all documents ~~that~~which will be presented at the Hearing, and the names and addresses of all the witnesses (if any) who will be called to testify in support of the respective parties’ position. If either party intends to qualify any witnesses as an expert, that party may also provide the resume for any such expert witness.

(b) —The eight (8) day deadline is necessary to ensure both parties are given sufficient notice and opportunity to review the submissions prior to the Hearing and shall be strictly observed. Should the eight (8) day deadline be missed by either party, the party that did not miss the deadline may elect upon written notice to the other party of not less than three (3) business days before the scheduled Hearing to either (i) reschedule the Hearing to the next available agenda, -or (ii) proceed with the scheduled Hearing.

**(98) Conduct of Hearing.**

(a) The Advising Attorney shall call the proceeding to order, announce that the Hearing has begun, and take roll call of the Board ~~m~~Members presiding.

(b) The Advising Attorney shall explain the rules concerning procedure, testimony, and consideration of evidence.

(c) The Advising Attorney shall swear in all witnesses (if any) who are to testify at the Hearing.

(d) ~~Applicant~~Petitioner, or ~~Applicant~~Petitioner’s representative or counsel, shall -describe ~~Applicant~~Petitioner’s position on the matter, introduce and review all relevant documents and evidence, present witnesses in support of ~~Applicant~~Petitioner’s position (if any), which witnesses are subject to cross examination by the Prosecuting Attorney, and answer any questions from the Board members.

(e) The Prosecuting Attorney shall describe the District’s position on the matter, introduce and review all relevant documents and evidence, present witnesses in support of the District’s position (if any), which witnesses are subject to cross examination by the ~~Applicant~~Petitioner’s attorney, or the ~~Applicant—Petitioner~~ or ~~Applicant~~Petitioner’s representative if not represented by an attorney, and answer any questions from the Board members related to matters about which the witness testified.

(f) After each witness testifies (if any), the ~~Applicant~~Petitioner, or ~~Applicant~~Petitioner’s representative or counsel, or the Prosecuting Attorney, shall be permitted to cross-examine the witness, ~~and~~which such cross-examination shall be limited to matters about which the witness testified.

(g) All evidence shall be considered; whether or not such evidence would be admissible in a court of law in Florida.

(h) ~~Applicant~~Petitioner, or ~~Applicant~~Petitioner's representative or counsel, may make final comments and closing remarks, and may submit a proposed Final Order to the Governing Board, if any.

(i) The Prosecuting Attorney may make final comments and closing remarks, and may submit a proposed Final Order to the Governing Board, if any.

(j) The Governing Board may conduct open deliberations, which coupled with the facts considered during the Hearing, be sufficient to inform the parties of all the facts upon which the Governing Board acts.<sup>5</sup> A vote of the Board members present shall be taken, which decision shall be reduced to writing in a Final Order to be signed by the Board and dated within five (5) business days of the Hearing.

(k) The Final Order shall be sent to ~~Applicant~~Petitioner by Certified Mail Return Receipt Requested, or by cCourier with receipt for delivery.

(l) The ~~Applicant~~Petitioner may appeal the Final Order to the Circuit Court of the County in which the pProperty associated with the Violation is located, that is subject of the Final Order, within (30) days after the date of the Final Order.

(109) **Transcript of Hearing.** ~~Applicant~~Petitioner may arrange for a court reporter to attend and transcribe the Hearing, at the expense of the ~~Applicant~~Petitioner. Similarly, the District may arrange for a court reporter to attend and transcribe the Hearing, at the expense of the District. Each party shall be responsible for the cost of obtaining a copy of the transcription.<sup>6</sup>

(110) **Failure of ~~Applicant~~Petitioner to Appear.** If ~~the~~~~Applicant~~Petitioner, or ~~Applicant~~Petitioner's representative or counsel, fails to appear at the time fixed for the Hearing, and such absence is not excused: (i) if the Hearing is based upon ~~Applicant~~Petitioner's Petition, the Board shall issue an Order dismissing the ~~Applicant~~Petitioner's Petition; or (ii) if the Hearing is based on a Notice of Violation, the Board shall issue a Final Order.

*Specific Authority Chapter ~~2002-358~~2021-249, Laws ~~Special Acts~~ of Florida, ~~as amended~~. Law Implemented Chapter ~~2002-358~~2021-249, Special Acts of Florida, Section 6. History- New 9-19-2013, Amended 9-16-2021.*

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<sup>5</sup> See Generally *Jennings v. Dade County*, 589 So.2d 1337 (Fla. 3<sup>rd</sup> DCA 1991).

<sup>6</sup> See Fla. Stat. 286.011(2).




# LOXAHATCHEE RIVER DISTRICT

## *Celebrating 50 Years, 1971-2021*

### MEMORANDUM

D. Albrey Arrington, Ph.D.  
EXECUTIVE DIRECTOR

TO: GOVERNING BOARD  
FROM: D. ALBREY ARRINGTON, Ph.D.   
DATE: SEPTEMBER 7, 2021  
SUBJECT: FISCAL YEAR 2022 – BUDGET APPROVAL

Gordon M. Boggie  
CHAIRMAN

Stephen B. Rockoff  
BOARD MEMBER

Dr. Matt H. Rostock  
BOARD MEMBER

James D. Snyder  
BOARD MEMBER

This month we seek your approval of the final draft Fiscal Year 2022 (FY22) Budget, which is provided following this memo.

We will hold a Public Hearing at 6:55 pm on Tuesday, September 14, 2021 (prior to the regular Board Meeting) during which members of the public may provide comment on the proposed budget. During the regular Board Meeting, following the Public Hearing, you will vote on Resolution Number 2021-16, which is attached following this page and included within the proposed FY2022 Budget. Approval of Resolution No. 2021-16 will result in adoption of the Fiscal Year 2022 Budget.

The proposed Budget includes the following [% increase from FY2021]:

\$17,017,580	Operating Expenses	[5.1% increase]
\$ 5,433,013	Capital Improvements	[3.5% decrease]
\$ 5,104,500	Renewal & Replacement	[4.9% decrease]
\$27,555,093	Total	[1.4% increase]

Following this page, you will find the budget resolution, a high-level budget summary, and the complete draft budget. The primary change that occurred since you reviewed the draft budget in August is a nearly doubling of chlorine costs, which has caused our chemical budget to increase by \$129,000. We have trimmed elsewhere, but the total operating expense is now \$84,000 higher than it was in August.

I believe this budget balances fiscal conservatism with systematic, proactive efforts to achieve our mission (*protecting public health and preserving the Loxahatchee River watershed and its natural habitats through innovative wastewater solutions, research, and environmental stewardship.*). While many of our core values can be seen in this budget, this budget is a tangible example of our efforts to be lean (*We seek to be effective and efficient in all we do.*). I am pleased to offer the following motion for your consideration:

**"THAT THE GOVERNING BOARD approve Resolution 2021-16 adopting the Loxahatchee River Environmental Control District's annual budget for the 2022 Fiscal Year."**

2500 Jupiter Park Drive  
Jupiter, Florida 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

[loxahatcheeriver.org](http://loxahatcheeriver.org)

Water Reclamation - Environmental Education - River Restoration





# **Loxahatchee River Environmental Control District**

– Jupiter, Florida –

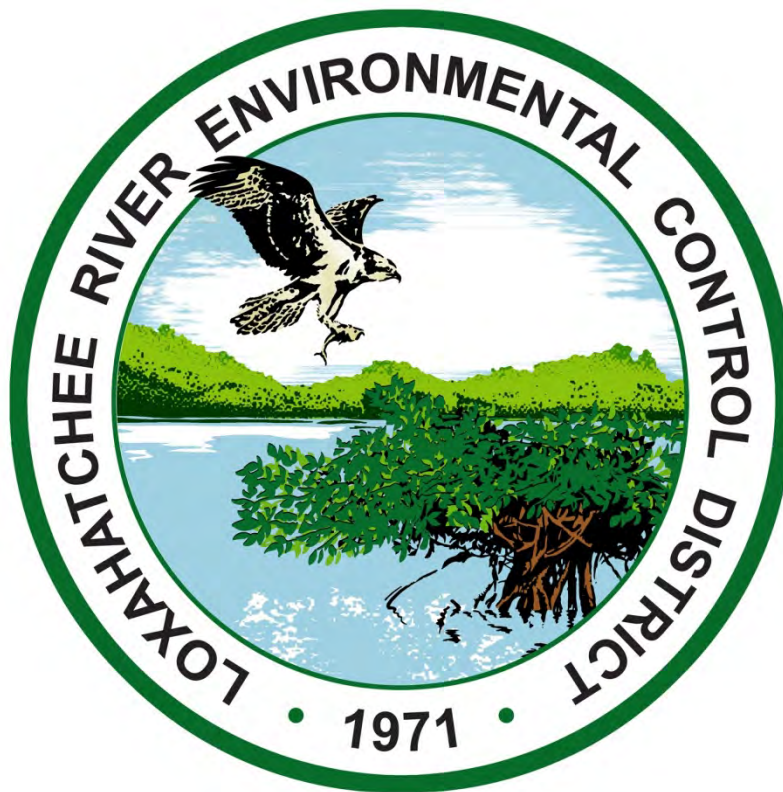


**Annual Budget**  
*For the Fiscal Year Ended September 30, 2022*

# **Loxahatchee River Environmental Control District**

## **Annual Budget**

**For the Fiscal Year Ending September 30, 2022**



**Prepared by:  
Finance Department**

## **Governing Board Members**

Gordon M. Boggie  
James D. Snyder  
Dr. Matt H. Rostock  
Stephen B. Rockoff

Chairman  
Vice Chairman  
Treasurer  
Secretary

## **Department Directors**

D. Albrey Arrington, Ph.D.  
Kris Dean, PE

Executive Director  
Deputy Executive Director/  
Director of Engineering

Kara D. Fraraccio, CPA  
Kenneth Howard  
Jason A. Pugsley, PE

Director of Finance and Administration  
Director of Information Services  
Plant Manager

## **Consultants**

Curtis Shenkman, P.A.  
Nowlen, Holt & Miner, P.A.

Legal Counsel  
Independent Auditors



Resolution No. 2021-16

WHEREAS, under the provisions of Section 189.016, Florida Statutes, the proposed annual budget for the Loxahatchee River Environmental Control District has been submitted this 14<sup>th</sup> day of September, 2021.

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

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

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the Loxahatchee River Environmental Control District that the budget for fiscal year ending September 30, 2022, a copy of which is hereto attached and made a part of this resolution as fully as if set forth verbatim herein, is hereby approved and adopted:

REVENUES

Operating Revenue	19,961,490
Capital Revenue	3,173,997
Nonoperating Revenue	613,000
Carryforward of Surplus from Prior Years	3,806,606
TOTAL REVENUES	<u>\$ 27,555,093</u>

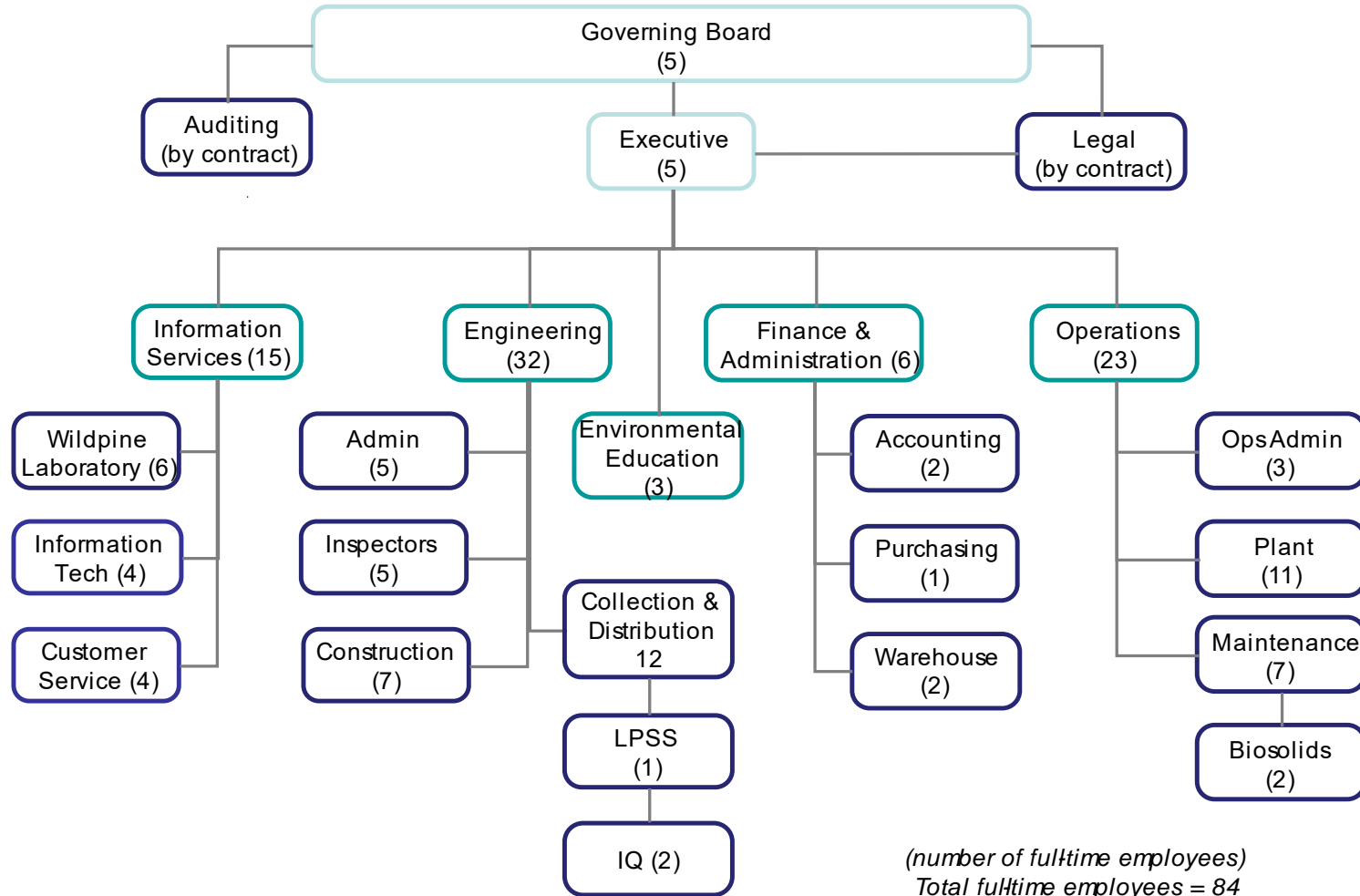
EXPENSES

Operating Expenses	\$ 17,017,580
Capital Improvements	5,433,013
Renewal and Replacement	5,104,500
TOTAL EXPENSES	<u>\$ 27,555,093</u>

This Resolution adopted by the Governing Board of the Loxahatchee River Environmental Control District on this 14<sup>th</sup> day of September, 2021.

_____	Vote:_____	_____	Vote:_____
Gordon Boggie, Chairman		James Snyder, Vice Chairman	
_____	Vote:_____	_____	Vote:_____
Dr. Matt Rostock, Treasurer		Stephen B. Rockoff, Secretary	

# LRD Organizational Chart



2021-8-10

**Budget Summary**

	<b>FY 2021 Budget</b>	<b>FY 2022 Budget</b>	<b>Percent Change</b>
<b>Revenues</b>			
<b><i>Operating Revenues</i></b>			
Regional Sewer Service	\$ 17,670,500	\$ 17,100,000	-3.23%
IQ Water Charges	2,250,000	2,326,000	3.38%
Standby Sewer Service	90,000	73,000	-18.89%
Administration and Engineering Fees	73,000	38,000	-47.95%
Other Revenue	410,000	424,490	3.53%
<b><i>Subtotal Operating Revenues</i></b>	<b>20,493,500</b>	<b>19,961,490</b>	<b>-2.60%</b>
<b><i>Capital Revenues</i></b>			
Line Charges	203,000	287,000	41.38%
Assessments	931,500	1,188,997	27.64%
Plant Charges	932,000	898,000	-3.65%
Capital Contributions	800,000	800,000	0.00%
<b><i>Subtotal Capital Revenues</i></b>	<b>2,866,500</b>	<b>3,173,997</b>	<b>10.73%</b>
<b><i>Other Revenues</i></b>			
Interest Income	648,000	613,000	-5.40%
Carryforward of Surplus from Prior Years	3,181,340	3,806,606	19.65%
<b>Total Revenues</b>	<b>\$ 27,189,340</b>	<b>\$ 27,555,093</b>	<b>1.35%</b>
<b>Expenses</b>			
<b><i>Operating Expenses (by category)</i></b>			
Salaries and Wages	\$ 5,960,700	\$ 6,522,000	9.42%
Payroll Taxes	428,900	470,200	9.63%
Retirement Contributions	889,100	946,800	6.49%
Employee Health Insurance	1,478,400	1,558,400	5.41%
Workers' Compensation Insurance	86,800	73,700	-15.09%
General Insurance	386,895	374,995	-3.08%
Supplies and Expenses	1,128,000	1,036,285	-8.13%
Utilities	1,399,225	1,407,908	0.62%
Chemicals	379,000	503,000	32.72%
Repairs and Maintenance	1,948,070	1,858,362	-4.60%
Outside Services	1,884,750	2,040,930	8.29%
Contingency	225,000	225,000	0.00%
<b><i>Subtotal Operating Expenses</i></b>	<b>16,194,840</b>	<b>17,017,580</b>	<b>5.08%</b>
<b><i>Capital</i></b>			
Capital Improvements	5,626,500	5,433,013	-3.44%
Renewal and Replacement	5,368,000	5,104,500	-4.91%
<b><i>Subtotal Capital</i></b>	<b>10,994,500</b>	<b>10,537,513</b>	<b>-4.16%</b>
<b>Total Expenses</b>	<b>\$ 27,189,340</b>	<b>\$ 27,555,093</b>	<b>1.35%</b>
<b>Excess Revenues Over (Under) Expenses</b>	<b>\$ -</b>	<b>\$ -</b>	

**Executive Department****40-10**

<b>Account Description</b>	<b>FY 2022 Budget</b>
<b><i>Personal Services</i></b>	
5110 Special Pay - Governing Board	\$ 6,500
5120 Salaries and Wages	596,700
5140 Overtime	4,000
5210 Payroll Taxes	36,300
5220 Retirement Contributions	86,000
5230 Life, Health, and Dental Insurance	119,800
5240 Workers Compensation Insurance	4,700
<b><i>Subtotal</i></b>	<b>\$ 854,000</b>
<b><i>Operating Expenses</i></b>	
5340 Other Contractual Services	\$ 34,500
5400 Travel and Per Diem	16,200
5410 Communications	45,800
5420 Freight and Postage	10,000
5430 Utility Services	1,000
5450 Insurance	24,500
5460 Repair and Maintenance - General	58,975
5461 Repair and Maintenance - Vehicles	1,000
5510 Office Supplies	2,500
5520 Operating Supplies	39,020
5522 Fuel, Diesel, Oil	3,250
5540 Books, Publications, Memberships, and Subscriptions	31,105
5550 Training and Education	13,275
<b><i>Subtotal</i></b>	<b>\$ 281,125</b>
<b>Total</b>	<b>\$ 1,135,125</b>

<b>Personnel Schedule</b>	<b>FY 2022 FTE</b>
Executive Director	1.0
Deputy Executive Director/Director of Engineering	1.0
Executive Secretary	1.0
Human Resource Generalist	1.0
Safety Officer	1.0
<b>Total</b>	<b>5.0</b>

**Professional Services Department****40-20**

<b>Account Description</b>		<b>FY 2022 Budget</b>
<b><i>Operating Expenses</i></b>		
5311	Engineering	\$ 20,000
5312	Engineering Support Services	50,000
5313	Legal Expense - Non-Litigation	75,000
5314	Legal Expense - Litigation	60,000
5315	Legal Expense - Collections	5,000
5316	Pension Advisor	30,000
5317	Human Resource Law	9,000
5318	Investment Advisor	10,000
5321	Audit Services	35,800
<b><i>Subtotal</i></b>		<b>\$ 294,800</b>
<b>Total</b>		<b>\$ 294,800</b>
<b>Personnel Schedule</b>		<b>FY 2022 FTE</b>

**Finance Department****40-30**

<b>Account Description</b>	<b>FY 2022 Budget</b>
<b><i>Personal Services</i></b>	
5120 Salaries and Wages	\$ 516,400
5140 Overtime	5,000
5210 Payroll Taxes	38,400
5220 Retirement Contributions	75,400
5230 Life, Health, and Dental Insurance	141,800
5240 Workers Compensation Insurance	600
<b><i>Subtotal</i></b>	<b>\$ 777,600</b>
<b><i>Operating Expenses</i></b>	
5340 Other Contractual Services	\$ 50,830
5460 Repair and Maintenance - General	5,000
5495 Tax Collector Fees and Discounts	82,500
5510 Office Supplies	1,000
5520 Operating Supplies	10,280
5540 Books, Publications, Subscriptions, and Memberships	8,670
5550 Training and Education	3,090
<b><i>Subtotal</i></b>	<b>\$ 161,370</b>
<b>Total</b>	<b>\$ 938,970</b>

<b>Personnel Schedule</b>	<b>FY 2022 FTE</b>
Director of Finance and Administration	1.0
Accountant II	1.0
Accountant I	1.0
Purchasing Agent	1.0
Warehouse Coordinator	2.0
<b>Total</b>	<b>6.0</b>



**Public Education Department****40-40**

<b>Account Description</b>	<b>FY 2022 Budget</b>
<b><i>Personal Services</i></b>	
5120 Salaries and Wages	\$ 181,800
5130 Other Salaries and Wages	69,300
5140 Overtime	10,000
5210 Payroll Taxes	19,500
5220 Retirement Contributions	31,600
5230 Life, Health, and Dental Insurance	50,100
5240 Workers Compensation Insurance	300
<b><i>Subtotal</i></b>	<b>\$ 362,600</b>
<b><i>Operating Expenses</i></b>	
5310 Professional Services	2,500
5340 Other Contractual Services	8,000
5430 Utility Services	27,308
5450 Insurance	7,495
5460 Repair and Maintenance - General	50,807
5461 Repair and Maintenance - Vehicles	5,000
5463 Repair and Maintenance - Structures and Grounds	5,500
5470 Printing and Publications	2,500
5520 Operating Supplies	77,850
5522 Fuel, Diesel, Oil	750
5550 Training and Education	4,200
<b><i>Subtotal</i></b>	<b>\$ 191,910</b>
<b>Total</b>	<b>\$ 554,510</b>

<b>Personnel Schedule</b>	<b>FY 2022 FTE</b>
Environmental Education Manager	1.0
Environmental Education Coordinator	1.0
Community Outreach Coordinator	1.0
<b>Total</b>	<b>3.0</b>

**WildPine Lab Department****40-41**

<b>Account Description</b>	<b>FY 2022 Budget</b>
<b><i>Personal Services</i></b>	
5120 Salaries and Wages	\$ 587,100
5130 Other Salaries and Wages	24,000
5140 Overtime	10,000
5210 Payroll Taxes	45,300
5220 Retirement Contributions	97,700
5230 Life, Health, and Dental Insurance	108,700
5240 Workers Compensation Insurance	7,700
<b><i>Subtotal</i></b>	<b>\$ 880,500</b>
<b><i>Operating Expenses</i></b>	
5310 Professional Services	\$ 51,000
5340 Other Contractual Services	3,900
5450 Insurance	3,500
5460 Repair and Maintenance - General	2,200
5461 Repair and Maintenance - Vehicles	9,800
5462 Repair and Maintenance - Equipment	21,950
5520 Operating Supplies	70,000
5522 Fuel, Diesel, Oil	3,000
5550 Training and Education	1,000
<b><i>Subtotal</i></b>	<b>\$ 166,350</b>
<b>Total</b>	<b>\$ 1,046,850</b>

<b>Personnel Schedule</b>	<b>FY 2022 FTE</b>
Director of Information Services	1.0
Lab Manager	1.0
Senior Scientist	1.0
Lab Technician II	3.0
Lab Technician I	1.0
<b>Total</b>	<b>7.0</b>

**Customer Service Department****40-42**

<b>Account Description</b>	<b>FY 2022 Budget</b>
<b><i>Personal Services</i></b>	
5120 Salaries and Wages	\$ 207,100
5140 Overtime	2,500
5210 Payroll Taxes	15,400
5220 Retirement Contributions	28,100
5230 Life, Health, and Dental Insurance	61,000
5240 Workers Compensation Insurance	300
<b><i>Subtotal</i></b>	<b>\$ 314,400</b>
<b><i>Operating Expenses</i></b>	
5340 Other Contractual Services	\$ 139,500
5420 Freight and Postage	65,000
5460 Repairs and Maintenance - General	47,000
5520 Operating Supplies	11,500
<b><i>Subtotal</i></b>	<b>\$ 263,000</b>
<b>Total</b>	<b>\$ 577,400</b>

<b>Personnel Schedule</b>	<b>FY 2022 FTE</b>
Customer Service Coordinator	1.0
Customer Service Rep II	2.0
Customer Service Rep I	1.0
<b>Total</b>	<b>4.0</b>

**Information Technology Department****40-43**

<b>Account Description</b>	<b>FY 2022 Budget</b>
<b><i>Personal Services</i></b>	
5120 Salaries and Wages	\$ 232,300
5140 Overtime	500
5210 Payroll Taxes	16,900
5220 Retirement Contributions	35,400
5230 Life, Health, and Dental Insurance	86,400
5240 Workers Compensation Insurance	300
<b><i>Subtotal</i></b>	<b>\$ 371,800</b>
<b><i>Operating Expenses</i></b>	
5310 Professional Services	\$ 110,000
5340 Other Contractual Services	1,000
5460 Repair and Maintenance - General	1,500
5520 Operating Supplies	16,500
5540 Books, Publications, Memberships, and Subscriptions	3,000
5550 Training and Education	5,000
<b><i>Subtotal</i></b>	<b>\$ 137,000</b>
<b>Total</b>	<b>\$ 508,800</b>

<b>Personnel Schedule</b>	<b>FY 2022 FTE</b>
IT Manager	1.0
Asset Management Lead	1.0
System Specialist I	1.0
IT Help Desk	1.0
<b>Total</b>	<b>4.0</b>

**Engineering and Inspection Department****40-50**

<b>Account</b>	<b>Description</b>	<b>FY 2022 Budget</b>
<b><i>Personal Services</i></b>		
5120	Salaries and Wages	\$ 740,700
5130	Other Salaries and Wages	15,000
5140	Overtime	10,000
5210	Payroll Taxes	56,000
5220	Retirement Contributions	107,800
5230	Life, Health, and Dental Insurance	233,900
5240	Workers Compensation Insurance	8,300
<b><i>Subtotal</i></b>		<b>\$ 1,171,700</b>
<b><i>Operating Expenses</i></b>		
5400	Travel and Per Diem	\$ 3,000
5460	Repair and Maintenance - General	6,000
5461	Repair and Maintenance - Vehicles	10,000
5462	Repair and Maintenance - Equipment	5,000
5520	Operating Supplies	45,000
5522	Fuel, Diesel, Oil	16,150
5550	Training and Education	6,000
<b><i>Subtotal</i></b>		<b>\$ 91,150</b>
<b>Total</b>		<b>\$ 1,262,850</b>

	<b>FY 2022 FTE</b>
<b>Personnel Schedule</b>	
Engineering Supervisor	1.0
Chief Construction Inspector	1.0
Construction Coordinator	1.0
Construction Inspector	1.0
Compliance Technician	1.0
Utility Locate and Compliance Technician	2.0
Engineering/GIS Tech	1.0
Engineering Assistant	1.0
Projects Coordinator	1.0
<b>Total</b>	<b>10.0</b>

**Construction Department****40-51**

<b>Account Description</b>	<b>FY 2022 Budget</b>
<b><i>Personal Services</i></b>	
5120 Salaries and Wages	\$ 380,500
5140 Overtime	11,500
5210 Payroll Taxes	28,700
5220 Retirement Contributions	35,900
5230 Life, Health, and Dental Insurance	122,700
5240 Workers Compensation Insurance	6,600
<b><i>Subtotal</i></b>	<b>\$ 585,900</b>
<b><i>Operating Expenses</i></b>	
5460 Repair and Maintenance - General	\$ 5,000
5461 Repair and Maintenance - Vehicles	40,000
5462 Repair and Maintenance - Equipment	5,000
5520 Operating Supplies	20,000
5522 Fuel, Diesel, Oil	16,500
5550 Training and Education	5,000
<b><i>Subtotal</i></b>	<b>\$ 91,500</b>
<b>Total</b>	<b>\$ 677,400</b>

<b>Personnel Schedule</b>	<b>FY 2022 FTE</b>
Construction Manager	1.0
Construction System Foreman	1.0
Construction System Operator B	1.0
Construction System Operator C	4.0
<b>Total</b>	<b>7.0</b>



**Operations Administrative Department****50-10**

<b>Account</b>	<b>Description</b>	<b>FY 2022 Budget</b>
<b><i>Personal Services</i></b>		
5120	Salaries and Wages	\$ 314,300
5140	Overtime	1,000
5210	Payroll Taxes	21,000
5220	Retirement Contributions	50,400
5230	Life, Health, and Dental Insurance	63,200
5240	Workers Compensation Insurance	3,100
<b><i>Subtotal</i></b>		<b>\$ 453,000</b>
<b><i>Operating Expenses</i></b>		
5310	Professional Services	\$ 20,000
5340	Other Contractual Services	7,500
5400	Travel and Per Diem	2,500
5410	Communications	57,300
5420	Freight and Postage	5,000
5450	Insurance	339,500
5460	Repair and Maintenance - General	100,520
5510	Office Supplies	6,000
5520	Operating Supplies	31,850
5528	Operating Supplies - Safety	33,400
5540	Books, Publications, Memberships, and Subscriptions	46,425
5550	Training and Education	6,150
<b><i>Subtotal</i></b>		<b>\$ 656,145</b>
<b>Total</b>		<b>\$ 1,109,145</b>

	<b>FY 2022 FTE</b>
<b><i>Personnel Schedule</i></b>	
Plant Manager	1.0
IT System Specialist II	1.0
Administrative Assistant	1.0
<b>Total</b>	<b>3.0</b>

**Collection and Transmission Department****50-40**

<b>Account Description</b>	<b>FY 2022 Budget</b>
<b><i>Personal Services</i></b>	
5120 Salaries and Wages	\$ 868,500
5140 Overtime	135,000
5210 Payroll Taxes	74,500
5220 Retirement Contributions	145,900
5230 Life, Health, and Dental Insurance	220,200
5240 Workers Compensation Insurance	16,100
<b><i>Subtotal</i></b>	<b>\$ 1,460,200</b>
<b><i>Operating Expenses</i></b>	
5430 Utility Services	\$ 317,250
5440 Rentals and Leases	40,000
5460 Repair and Maintenance - General	200,000
5461 Repair and Maintenance - Vehicles	110,000
5462 Repair and Maintenance - Equipment	350,000
5463 Repair and Maintenance - Structures and Grounds	75,000
5520 Operating Supplies	80,000
5521 Operating Supplies - Chemicals	140,000
5522 Fuel, Diesel, Oil	31,000
5523 Fuel, Diesel, Oil - Generators	5,000
5550 Training and Education	15,000
<b><i>Subtotal</i></b>	<b>\$ 1,363,250</b>
<b>Total</b>	<b>\$ 2,823,450</b>

<b>Personnel Schedule</b>	<b>FY 2022 FTE</b>
Collections System Superintendent	1.0
Collection and Distribution Foreman	1.0
Field Technician	2.0
Collection and Distribution Operator A	5.0
Collection and Distribution Operator C	4.0
<b>Total</b>	<b>13.0</b>

**Treatment and Disposal Department****50-50****FY 2022****Account Description****Budget*****Personal Services***

5120	Salaries and Wages	\$	1,126,800
5140	Overtime		167,500
5210	Payroll Taxes		95,900
5220	Retirement Contributions		203,600
5230	Life, Health, and Dental Insurance		293,400
5240	Workers Compensation Insurance		20,700

<b><i>Subtotal</i></b>		\$	1,907,900
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***Operating Expenses***

5340	Other Contractual Services	\$	14,050
5430	Utility Services		565,750
5440	Rentals and Leases		51,000
5460	Repair and Maintenance - General		10,000
5461	Repair and Maintenance - Vehicles		17,000
5462	Repair and Maintenance - Equipment		258,000
5463	Repair and Maintenance - Structures and Grounds		180,510
5466	Repair and Maintenance - Outside Services		73,100
5520	Operating Supplies		220,000
5521	Operating Supplies - Chemicals		4,000
5522	Fuel, Diesel, Oil		25,000
5523	Fuel, Diesel, Oil - Generators		45,000
5550	Training and Education		23,970

<b><i>Subtotal</i></b>		\$	1,487,380
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<b>Total</b>		<b>\$ 3,395,280</b>
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**FY 2022****Personnel Schedule****FTE**

Plant Chief Operator	1.0
Plant Maintenance Foreman	1.0
Plant Electrician	3.0
Industrial Pretreatment Coordinator	1.0
Waste Water Treatment Plant Operator A	1.0
Waste Water Treatment Plant Operator B	2.0
Waste Water Treatment Plant Operator C	5.0
Wastewater Treatment Plant Process Analysis Tech	1.0
Plant Mechanic I	1.0
Plant Maintenance Operator II	2.0
<b>Total</b>	<b>18.0</b>

**Reuse Department****50-60**

<b>Account Description</b>		<b>FY 2022 Budget</b>
<b><i>Personal Services</i></b>		
5120	Salaries and Wages	\$ 144,800
5140	Overtime	7,500
5210	Payroll Taxes	11,300
5220	Retirement Contributions	25,000
5230	Life, Health, and Dental Insurance	40,400
5240	Workers Compensation Insurance	2,600
<b><i>Subtotal</i></b>		<b>\$ 231,600</b>
<b><i>Operating Expenses</i></b>		
5410	Communications	\$ 8,500
5430	Utility Services	305,000
5460	Repair and Maintenance - General	5,000
5461	Repair and Maintenance - Vehicles	5,000
5462	Repair and Maintenance - Equipment	85,000
5463	Repair and Maintenance - Structures and Grounds	25,000
5490	Other Current Charges and Obligations	206,000
5520	Operating Supplies	12,500
5521	Operating Supplies - Chemicals	175,000
5522	Fuel, Diesel, Oil	5,100
5550	Training and Education	2,000
<b><i>Subtotal</i></b>		<b>\$ 834,100</b>
<b>Total</b>		<b>\$ 1,065,700</b>
<b>Personnel Schedule</b>		<b>FY 2022 FTE</b>
Reuse System Operator A		2.0
<b>Total</b>		<b>2.0</b>

**Bio-Solids Department****50-80**

<b>Account Description</b>	<b>FY 2022 Budget</b>
<b><i>Personal Services</i></b>	
5120 Salaries and Wages	\$ 133,200
5140 Overtime	12,500
5210 Payroll Taxes	11,000
5220 Retirement Contributions	24,000
5230 Life, Health, and Dental Insurance	16,800
5240 Workers Compensation Insurance	2,400
<b><i>Subtotal</i></b>	<b>\$ 199,900</b>
<b><i>Operating Expenses</i></b>	
5460 Repair and Maintenance - General	\$ 2,000
5461 Repair and Maintenance - Vehicles	4,500
5462 Repair and Maintenance - Equipment	65,000
5463 Repair and Maintenance - Structures and Grounds	13,000
5490 Other Current Charges and Obligations	923,850
5520 Operating Supplies	5,000
5521 Operating Supplies - Chemicals	184,000
5522 Fuel, Diesel, Oil	1,500
5550 Training and Education	3,550
<b><i>Subtotal</i></b>	<b>\$ 1,202,400</b>
<b>Total</b>	<b>\$ 1,402,300</b>
	<b>FY 2022</b>
<b>Personnel Schedule</b>	<b>FTE</b>
Waste Water Treatment Plant Operator A	1.0
Plant Maintenance Operator II	1.0
<b>Total</b>	<b>2.0</b>

Contingency

Account Description	FY 2022 Budget
<i>Contingency</i>	
5990 Contingency	\$ 225,000
<b>Total</b>	<b>\$ 225,000</b>
<b>Total Operating Budget</b>	<b>\$ 17,017,580</b>



**Capital Improvement Summary**

<b>Description</b>	<b>FY 2021 Budget</b>	<b>FY 2022 Budget</b>	<b>Change</b>
<b>Account</b>			
Contingency	\$ 999,500	\$ 257,013	\$ (742,488)
Land	260,000	252,500	(7,500)
Buildings	140,000	500,000	360,000
Improvements Other than Buildings (Infrastructure)	300,000	460,000	160,000
Machinery and Equipment	1,375,000	838,000	(537,000)
Vehicles	135,000	830,000	695,000
Construction in Progress	1,005,000	900,000	(105,000)
Construction in Progress - Neighborhood Sewering	1,450,000	2,235,000	785,000
Construction in Progress - Lift Station	1,500,000	1,700,000	200,000
Construction in Progress - Gravity System	1,375,000	1,395,000	20,000
Construction in Progress - Force Main	1,000,000	295,000	(705,000)
Construction in Progress - LPSS	50,000	25,000	(25,000)
Construction in Progress - Permanent Generator	280,000	300,000	20,000
Construction in Progress - Telemetry	1,125,000	550,000	(575,000)
<b>Total</b>	<b>\$ 10,994,500</b>	<b>\$ 10,537,513</b>	<b>\$ (456,988)</b>

**Executive Department****40-10**

<b>Account</b>	<b>Description</b>	<b>FY 2022 Budget</b>
6000	Contingency	\$ 257,013
6100	Land	-
6200	Buildings	-
6300	Improvements Other than Buildings (Infrastructure)	-
6400	Machinery and Equipment	-
6410	Vehicles	-
6500	Construction in Progress	-
<b>Total</b>		<b>\$ 257,013</b>

**Finance Department****40-30**

<b>Account</b>	<b>Description</b>	<b>FY 2022 Budget</b>
6100	Land	\$ -
6200	Buildings	-
6300	Improvements Other than Buildings (Infrastructure)	-
6400	Machinery and Equipment	8,000
6410	Vehicles	-
6500	Construction in Progress	-
<b>Total</b>		<b>\$ 8,000</b>

**Public Education Department****40-40**

<b>Account</b>	<b>Description</b>	<b>FY 2022 Budget</b>
6100	Land	\$ 250,000
6200	Buildings	500,000
6300	Improvements Other than Buildings (Infrastructure)	-
6400	Machinery and Equipment	-
6410	Vehicles	-
6500	Construction in Progress	-
<b>Total</b>		<b>\$ 750,000</b>

**WildPine Lab Department****40-41**

<b>Account</b>	<b>Description</b>	<b>FY 2022 Budget</b>
6100	Land	\$ -
6200	Buildings	-
6300	Improvements Other than Buildings (Infrastructure)	-
6400	Machinery and Equipment	15,000
6410	Vehicles	-
6500	Construction in Progress	-
<b>Total</b>		<b>\$ 15,000</b>

**Customer Service Department****40-42**

<b>Account</b>	<b>Description</b>	<b>FY 2022 Budget</b>
6100	Land	\$ -
6200	Buildings	-
6300	Improvements Other than Buildings (Infrastructure)	-
6400	Machinery and Equipment	-
6410	Vehicles	-
6500	Construction in Progress	-
<b>Total</b>		<b>\$ -</b>

**Information Technology Department****40-43**

<b>Account</b>	<b>Description</b>	<b>FY 2022 Budget</b>
6100	Land	\$ -
6200	Buildings	-
6300	Improvements Other than Buildings (Infrastructure)	-
6400	Machinery and Equipment	-
6410	Vehicles	-
6500	Construction in Progress	-
<b>Total</b>		<b>\$ -</b>

**Engineering and Inspection Department****40-50**

<b>Account</b>	<b>Description</b>	<b>FY 2022 Budget</b>
6100	Land	\$ -
6200	Buildings	-
6300	Improvements Other than Buildings (Infrastructure)	-
6400	Machinery and Equipment	15,000
6410	Vehicles	70,000
6500	Construction in Progress	-
<b>Total</b>		<b>\$ 85,000</b>

**Construction Department****40-51**

<b>Account</b>	<b>Description</b>	<b>FY 2022 Budget</b>
6100	Land	\$ -
6200	Buildings	-
6300	Improvements Other than Buildings (Infrastructure)	-
6400	Machinery and Equipment	-
6410	Vehicles	-
6500	Construction in Progress	-
<b>Total</b>		<b>\$ -</b>

**Operations Administrative Department****50-10**

<b>Account</b>	<b>Description</b>	<b>FY 2022 Budget</b>
6100	Land	\$ -
6200	Buildings	-
6300	Improvements Other than Buildings (Infrastructure)	-
6400	Machinery and Equipment	-
6410	Vehicles	-
6500	Construction in Progress	250,000
<b>Total</b>		<b>\$ 250,000</b>

**Collection and Transmission Department****50-40**

<b>Account</b>	<b>Description</b>	<b>FY 2022 Budget</b>
6100	Land	\$ 2,500
6200	Buildings	-
6300	Improvements Other than Buildings (Infrastructure)	-
6400	Machinery and Equipment	150,000
6410	Vehicles	760,000
6500	Construction in Progress	100,000
6510	Construction in Progress - Neighborhood Sewering	2,235,000
6520	Construction in Progress - Lift Station	1,700,000
6530	Construction in Progress - Gravity System	1,395,000
6540	Construction in Progress - Force Main	295,000
6550	Construction in Progress - LPSS	25,000
6560	Construction in Progress - Permanent Generator	300,000
6570	Construction in Progress - Telemetry	550,000
<b>Total</b>		<b>\$ 7,512,500</b>

**Treatment and Disposal Department****50-50**

<b>Account</b>	<b>Description</b>	<b>FY 2022 Budget</b>
6100	Land	\$ -
6200	Buildings	-
6300	Improvements Other than Buildings (Infrastructure)	460,000
6400	Machinery and Equipment	625,000
6410	Vehicles	-
6500	Construction in Progress	210,000
<b>Total</b>		<b>\$ 1,295,000</b>

**Reuse Department****50-60**

<b>Account</b>	<b>Description</b>	<b>FY 2022 Budget</b>
6100	Land	\$ -
6200	Buildings	-
6300	Improvements Other than Buildings (Infrastructure)	-
6400	Machinery and Equipment	25,000
6410	Vehicles	-
6500	Construction in Progress	340,000
<b>Total</b>		<b>\$ 365,000</b>

**Bio-Solids Department****50-80**

<b>Account</b>	<b>Description</b>	<b>FY 2022 Budget</b>
6100	Land	\$ -
6200	Buildings	-
6300	Improvements Other than Buildings (Infrastructure)	-
6400	Machinery and Equipment	-
6410	Vehicles	-
6500	Construction in Progress	-
<b>Total</b>		<b>\$ -</b>

**Total Capital****\$10,537,513**



# LOXAHATCHEE RIVER DISTRICT

## Neighborhood Sewering Schedule-Revised February 2020



Rank *	Area Description	# Lots	Activity	Original Target Date	Revised Target Start Date
16	181 <sup>st</sup> 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
EE	Hobart St SE (Martin Co.) (LP)	13	Notified Owners – January 2013 Notice of Intent to Assess–September 2019	2016	2021
	605+607 Military Trl (LP)	2	Notified Owners – June 2020 Notice of Intent – Jan 2021	2022	
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 <sup>st</sup> 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 Statutory Way Provision – June 2021	2014	AEO
CC	66 <sup>th</sup> Terr+Way	19	Notified Owners – Aug 2010 *Private Roads Notice of Intent to Assess – February 2015 Statutory Way Provision – March 2021	2014	AEO

Rank *	Area Description	# Lots	Activity	Original Target Date	Revised Target Start Date
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 Sewer Location – February 2021	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.**  
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**Curtis@PalmBeachLawyer.Law**

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

August 5, 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

## **OTHER LITIGATION**

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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.  
June 9, 2021, No Summons yet served on the District.  
July 7, 2021, No Summons yet served on the District.  
August 4, 2021, No Summons yet served on the District

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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).

---

Pre-Suit Notice of Claim under FS 768.28(6)(a)  
Universal Property & Casualty Insurance Company a/s/o Betty  
Cavanagh & Jules Formel, Plaintiff  
Vs.  
LOXAHATCHEE RIVER DISTRICT, Defendant.

On or about November 18, 2020 sewage back up into 18081 SE Country Club Drive, Apt 4-33, Tequesta, FL 33469. The Owners, Betty Cavanagh & Jules Formel made claim to their insurance company, University Property & Casualty Company.  
On April 29, 2021, 2020, the Insurance Adjuster for University Property & Casualty Company notified the District's Insurance Company, PGCS Claims Services of the claim.  
On July 13, 2021, University Property & Casualty Company, as subrogee of Betty Cavanagh & Jules Formel, notified the District in accordance with 768.28, the District has 6 months from receipt of the letter to investigate this claim and provide formal acceptance or denial. Plaintiffs claim property damage from the sewage back up in the amount of \$26,860.

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

**LIEN FORECLOSURES**

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**NONE**

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**MORTGAGE OR LIEN FORECLOSURES / LRD COUNTERCLAIMS/CROSSCLAIMS**

**NONE**

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

**CURTIS SHENKMAN, P.A.**  
4400 PGA BLVD, SUITE 301  
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**LEGAL ASSISTANTS**  
**REAL ESTATE**  
JUDY D. MONTEIRO  
DENISE B. PAOLUCCI  
MELISSA KAJEEJIT

September 2, 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**

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As always, we are available at any time to discuss any of these lawsuits with each individual Board Member by telephone or by conference, if there are any questions.

Respectfully submitted,

***CURTIS L. SHENKMAN***

CURTIS L. SHENKMAN

Attachments



## **OTHER LITIGATION**

---

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

FRED BEMAN, Plaintiff,  
vs.

LOXAHATCHEE RIVER DISTRICT, Defendant.

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

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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

Sept. 1, 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.

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Universal Property & Casualty Insurance Company a/s/o Betty  
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Vs.

LOXAHATCHEE RIVER DISTRICT, Defendant.

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On April 29, 2021, 2020, the Insurance Adjuster for University Property & Casualty Company notified the District's Insurance Company, PGCS Claims Services of the claim.

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

**LIEN FORECLOSURES**

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**NONE**

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**MORTGAGE OR LIEN FORECLOSURES / LRD COUNTERCLAIMS/CROSSCLAIMS**

**NONE**



## ***Loxahatchee River Environmental Control District Monthly Status Report August 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 August 5, 2021.

### **Olympus Drive Force Main and Low Pressure Sewer Replacement**

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

- Horizontal directional drill installation has been completed.
- Open-cut pipeline installation is currently in-progress.
- Pipeline pressure testing is scheduled to start the week of August 9, 2021.
- Per the project schedule, the substantial completion date was July 20, 2021, but this milestone has not yet been met by the Contractor. The Contractor anticipates reaching this milestone by the end of August 2021.

### **Alternate A1A 24-Inch Force Main Cleaning & Inspection**

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

- Draft project status memorandum submitted to the District on July 12, 2021
- Final project status memorandum submitted to the District on August 2, 2021
- On August 3, 2021, B&W notified the Contractor that the District has elected to terminate the Contract and requested a plan & schedule for restoration, demobilization & closeout of the Project.

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

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

- NTP was issued on July 9, 2021.
- Initial submittals and RFIs are currently under review.
- **Contractor has issued a letter stating that delivery of the 36" DIP will be delayed until December 2021. B&W is following up to verify and develop a schedule mitigation plan with the Contractor.**

### **Lift Station Fall Protection Improvements**

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

- The first shipment of materials for the first group of lift stations arrived on July 21, 2021 and installation began on July 22, 2021.
- Material procurement continues but the delivery date of materials for the next group of lift stations is not yet known. The Contractor is attempting to expedite delivery but the vendor is experiencing manufacturing delays.

- If material delivery delays can be avoided, the Contractor anticipates reaching substantial completion by October 28, 2021 as per the project schedule.

#### GPR Locating Equipment Training

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

- B&W conducted the first training day event on April 30, 2021 with District staff.
- The District notified B&W that the Training Session was a success and will be in contact to schedule an additional session soon.

#### Risk Management / Process Safety Plan

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

- The site audit with the District was completed on May 27, 2021.
- The District was able to transfer the EPA Core CDX to B&W as the Preparer of the submittal on June 3, 2021.
- The resubmission to EPA has been delayed at the request of the District. The District provided the SOP Certificate, which is the final remaining item needed for the resubmission on August 4, 2021. B&W completed the resubmission to EPA on August 4, 2021. The District is currently in the process of certifying the EPA resubmission.

Respectfully Submitted by:

BAXTER & WOODMAN, INC.



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



## ***Loxahatchee River Environmental Control District Monthly Status Report September 3, 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 September 3, 2021.

### Olympus Drive Force Main and Low Pressure Sewer Replacement

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

- Open-cut pipeline installation has been completed.
- Pipeline pressure testing has been completed.
- Per the project schedule, the substantial completion date was July 20, 2021, but this milestone has not yet been met by the Contractor. The Contractor anticipates reaching this milestone by mid-September 2021.

### Alternate A1A 24-Inch Force Main Cleaning & Inspection

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

- On August 3, 2021, B&W notified the Contractor that the District has elected to terminate the Contract and requested a plan & schedule for restoration, demobilization & closeout of the Project.
- Per a meeting held via Microsoft Teams with the District on August 30, 2021, the Contractor indicated that he would mobilize by September 1, 2021 and complete the restoration of the south-side by Friday, September 3, 2021. Once completed, the Contractor will then restore the north-side.

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

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

- The Contractor mobilized on August 23, 2021 and is currently working on excavation & structural work for bypass influent bay.
- Submittals are 50% complete.
- Contractor CPM Schedule and delay notices are currently under review.
- An on-site meeting is scheduled for September 1, 2021 to discuss Pay Application No. 1.

### Lift Station Fall Protection Improvements

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

- Installation of the first group of lift stations is near completion.
- Vendor has confirmed delivery of materials for groups 2 through 11 will be delayed. Vendor will ship each group individually when fabricated.

- The Contractor has submitted a request for additional time due to material delivery delays for 145 days which would extend Substantial Completion to February 24, 2022. The District has approved this time extension request which will be process as a change order at no additional cost to the District.

#### GPR Locating Equipment Training

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

- B&W conducted the first training day event on April 30, 2021 with District staff.
- The District notified B&W that the Training Session was a success and will be in contact to schedule an additional session soon.

#### Risk Management / Process Safety Plan

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

- The District provided comments on the EPA resubmission to B&W on August 10, 2021. The District provided final documentation for the EPA resubmission to B&W on August 19, 2021, and B&W completed the EPA resubmission the same day. The District certified the EPA resubmission on August 19, 2021.
- The updated project schedule was provided to the District on August 24, 2021. The remaining project deliverables include the Draft RMP, which is due to the District on September 7, 2021, and the Final RMP, which is due to the District on October 7, 2021 pending receipt of all District comments on the Draft RMP as per the project schedule.

Respectfully Submitted by:

BAXTER & WOODMAN, INC.



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



August 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 July 2021 for the Odor Control Project:

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 were presented to the District staff. Air dispersion modeling for proposed technologies have also been completed.
3. Task 4—Analysis and Presentation of Testing Results has been completed.
4. Task 5 – Investigation and Evaluation of Odor Improvements is now completed.
5. Task 6 - A presentation to District providing summary of proposed improvements and recommendations was completed. Development of Odor Control Engineering Report has now been completed and a final draft report was submitted to the District for review.

Next month's activities include:

1. Finalization of odor control study will be wrapped up incorporating any final comments received from the District

The following activities were conducted in the month of July 2021 for the MLS Bypass Study:

1. Finished reconciliation of as-builts vs. operational information such as pump curves, pumps control levels, and design operating points. Prepared a new data request communication to fill gaps.
2. Received Field Test data for pressure loggers on July 22, 2021 (data pertaining to flows and pressures recorded by SCADA during the testing timeframe is still needed).
3. Processed Field Test pressure data.

Next month's activities include:

1. Clear all data gaps.
2. Finish operational model build.

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

Page 2


3. Conduct model calibration.
4. Schedule and prepare for a progress meeting.

Project activities shifted to accommodate the Field Testing Plan during the month of July per District request. Project manager has adjusted project schedule and resources to mitigate overall impact on milestones.

Please let me know if you have any questions.

Sincerely,

CAROLLO ENGINEERS, INC.

A handwritten signature in blue ink, appearing to read "Elizabeth Fujikawa".

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

**Loxahatchee River Environmental Control District  
 CMA Project Status Update  
 August 9, 2021**

CMA Project/Proposal #	Name	Status
PROPOSALS		
None		
PROJECTS		
494.001	BLM House Demolition and Reconstruction	<ul style="list-style-type: none"> <li>• Pre-scope meeting conducted</li> <li>• Site visit conducted</li> <li>• CMA contract awarded at Board meeting 3/18/21</li> <li>• Project kick off meeting 4/8/21</li> <li>• Additional site visits performed</li> <li>• Draft interior layouts presented</li> <li>• Draft site layouts completed</li> <li>• Conceptual Design submitted 5/21/21</li> <li>• Conceptual Design review meeting conducted</li> <li>• Revisions and follow up progress meeting conducted</li> <li>• Conceptual Design Memorandum revisions in progress</li> <li>• 90% drawings in progress</li> </ul>

**Loxahatchee River Environmental Control District  
 CMA Project Status Update  
 September 3, 2021**

CMA Project/Proposal #	Name	Status
<b>PROPOSALS</b>		
P21.494	2500 Jupiter Park Drive Conceptual Site Planning	<ul style="list-style-type: none"> <li>• Pre-scope meeting conducted</li> </ul>
<b>PROJECTS</b>		
494.001	BLM House Demolition and Reconstruction	<ul style="list-style-type: none"> <li>• Pre-scope meeting conducted</li> <li>• Site visit conducted</li> <li>• CMA contract awarded at Board meeting 3/18/21</li> <li>• Project kick off meeting 4/8/21</li> <li>• Additional site visits performed</li> <li>• Draft interior layouts presented</li> <li>• Draft site layouts completed</li> <li>• Conceptual Design submitted 5/21/21</li> <li>• Conceptual Design review meeting conducted</li> <li>• Revisions and follow up progress meeting conducted</li> <li>• Conceptual Design Memorandum revisions submitted</li> <li>• 90% drawings in progress</li> </ul>



**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:** August 12, 2021  
**Subject:** **Loxahatchee River Environmental Control District Monthly Status Report**

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The following is a summary of work performed by Holtz Consulting Engineers, Inc. (HCE) on Loxahatchee River District projects through August 12, 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**

- *The preconstruction meeting for this project was held on June 18, 2021. A Notice to Proceed for this project was issued on June 21, 2021. HCE is currently in the process of reviewing submittals provided by the Contractor.*

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

- Revised record drawings from the Contractor have been received. This project is now complete.

**SE Hobart Street Low Pressure Force Main System**

- The density information for the bore pit locations have been transmitted to Martin County. The final closeout of the utility right-of-way use permit has been issued and the project is now complete.

**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**

- HCE has reviewed and returned all submittals provided by the Contractor. We are currently in the process of reviewing change order requests. Surveying and staking of the project have been completed and mobilization and commencement of construction is anticipated to occur by August 12, 2021.



### **Jupiter Inlet Lighthouse Septic to Sewer**

- HCE has reviewed and addressed the Town of Jupiter comments. Upon issuance of the Town of Jupiter permit the project can proceed with bidding.

### **Lift Station Telemetry Improvements**

- The final technical memorandum was submitted to the District on August 10, 2021. Upon acceptance of the memorandum by the District, design of the project will then proceed, and a 90% submittal will be provided 60 days afterwards, approximately by October 9, 2021.

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

- HCE is currently working towards the 90% design submittal and will have a submittal provided to the District the week of August 16, 2021.

### **Injection Well Pump Manual Transfer Switch Addition**

- An on-site meeting still needs to be scheduled with the District to test the Standard Operation Procedure (SOP) for the Electrical Building #3 Portable Generator Connection. Draft bidding documents will be submitted to the District by September 17, 2021. The project is scheduled to advertise for bidding on September 26, 2021.

### **Operational Greenhouse Gas Emissions and Cost Assessment**

- The requested information from the District was received on August 6, 2021. The greenhouse gas framework and interface development, inventory development, and emissions factor and unit cost library will be completed by November 4, 2021.

### **Master Lift Station No. 1 Traveling Bridge Crane Solicitation**

- The 90% bid package was delivered to District Staff for review on July 30, 2021.





**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:** September 8, 2021  
**Subject:** **Loxahatchee River Environmental Control District Monthly Status Report**

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The following is a summary of work performed by Holtz Consulting Engineers, Inc. (HCE) on Loxahatchee River District projects through September 8, 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**

- *The preconstruction meeting for this project was held on June 18, 2021. A Notice to Proceed for this project was issued on June 21, 2021. HCE is currently in the process of reviewing submittals provided by the Contractor.*

**Country Club Drive Force Main Transmission System Preliminary Evaluation**

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

**Lift Station #163 Emergency Generator Improvements**

- All change order requests have been reviewed and executed. Construction has commenced on the project. Electrical and site improvements are underway, and the generator was set on August 31, 2021. The Contractor is anticipated to be completed by the end of September and ahead of schedule.

**Jupiter Inlet Lighthouse Septic to Sewer**

- *HCE has reviewed and addressed the Town of Jupiter comments. Upon issuance of the Town of Jupiter permit the project can proceed with bidding.*

**Lift Station Telemetry Improvements**

- *The final technical memorandum was submitted to the District on August 10, 2021. Upon acceptance of the memorandum by the District, design of the project will then proceed, and a 90% submittal will be provided 60 days afterwards, approximately by October 9, 2021.*



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

- HCE submitted the 90% design submittal on September 2, 2021. Upon receipt of the 90% comments, HCE will finalize the drawings and contract documents and the project can proceed with bidding.

### **Injection Well Pump Manual Transfer Switch Addition**

- *An on-site meeting still needs to be scheduled with the District to test the Standard Operation Procedure (SOP) for the Electrical Building #3 Portable Generator Connection. Draft bidding documents will be submitted to the District by September 17, 2021. The project is scheduled to advertise for bidding on September 26, 2021.*

### **Operational Greenhouse Gas Emissions and Cost Assessment**

- The requested information from the District was received on August 6, 2021. The HCE team is currently working on the operational inventory and emissions factor and unit cost library. The draft calculator and results will be submitted to District staff by September 17, 2021.

### **Master Lift Station No. 1 Traveling Bridge Crane Solicitation**

- The final bid package was transmitted to District Staff on August 26, 2021. The project is scheduled to be advertised on September 12, 2021, pre-bid meeting to be held on September 28, 2021, and bid opening to occur on October 12, 2021.



**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:** August 4, 2021

**ACTIVITIES**

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

**Activities and Support:**

1. **Survey:** Boundary and topographic survey completed and issued to LRECD and subconsultants.
2. **Environmental:** Environmental Report completed and issued to LRECD.
3. **Civil Engineering:** Conducted conference meeting with AECOM to discuss the design components of the south west control structure and potential design opportunities for interconnecting the overall drainage system of the proposed site to canal and Hatcher development.
4. **Landscape Architecture:** Coordination of other disciplines, site analysis in process. Site Analysis will be complete in August.
5. **Architecture:** Programming meeting held with LRECD.
6. **Geotechnical:** Geotechnical draft report issued, finalizing, will be complete in August.



# Busch Wildlife Sanctuary

The 3rd Quarter Report will be presented at  
the October 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

Stephen B. Rockoff  
BOARD MEMBER

Dr. Matt H. Rostock  
BOARD MEMBER

James D. Snyder  
BOARD MEMBER

TO: Governing Board  
FROM: Kara Fraraccio, Director of Finance and Administration  
DATE: September 9, 2021  
SUBJECT: Monthly Financial Report

### Cash and Investments

Balances as of August 31, 2021

Certificates of Deposit:

Institution	Original Term	Maturity	Rate	Book Value	Monthly Interest Earned	Market Value
Bank United	6 Months	09/12/21	0.15%	\$ 1,571,460	\$ 200	\$ 1,572,821
Bank United	4 Months	11/12/21	0.10%	1,053,893	90	1,054,037
US Century	12 Months	08/04/22	0.25%	2,500,000	462	2,500,462
US Century	12 Months	08/04/22	0.25%	2,500,000	462	2,500,462
Bank United	6 Months	02/20/22	0.10%	1,000,992	30	1,001,023
Bank United	6 Months	02/20/22	0.10%	1,000,992	30	1,001,023
Bank United	6 Months	02/20/22	0.10%	1,000,992	30	1,001,023
<b>Subtotal</b>				<b>\$ 10,628,329</b>	<b>\$ 1,304</b>	<b>\$ 10,630,851</b>
<b>Money Market Accounts:</b>						
Synovus - Public Demand			0.05%		\$ 376	\$ 7,370,889
TD Bank - NOW			0.15%		1,052	8,258,891
<b>Subtotal</b>					<b>\$ 1,428</b>	<b>\$ 15,629,780</b>
<b>Checking Account:</b>						
SunTrust-Hybrid Business Account			0.02%		\$ 179	\$ 15,786,695
<b>Subtotal</b>					<b>\$ 179</b>	<b>\$ 15,786,695</b>
<b>Total</b>					<b>\$ 2,911</b>	<b>\$ 42,047,326</b>

Average weighted rate of return on investments is: .09%

As of 8/31/21:

3 month Short Term Bond: .04%

1 month Federal Fund Rate: .25%

2500 Jupiter Park Drive  
Jupiter, Florida 33458

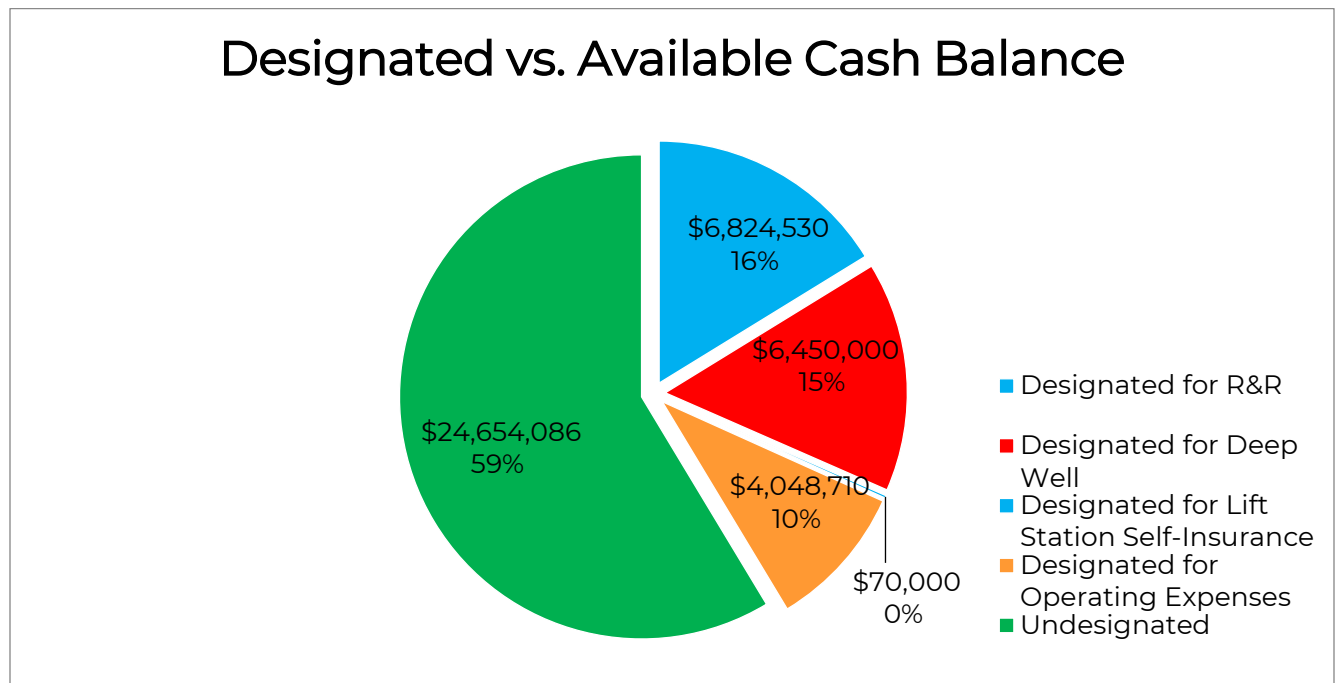
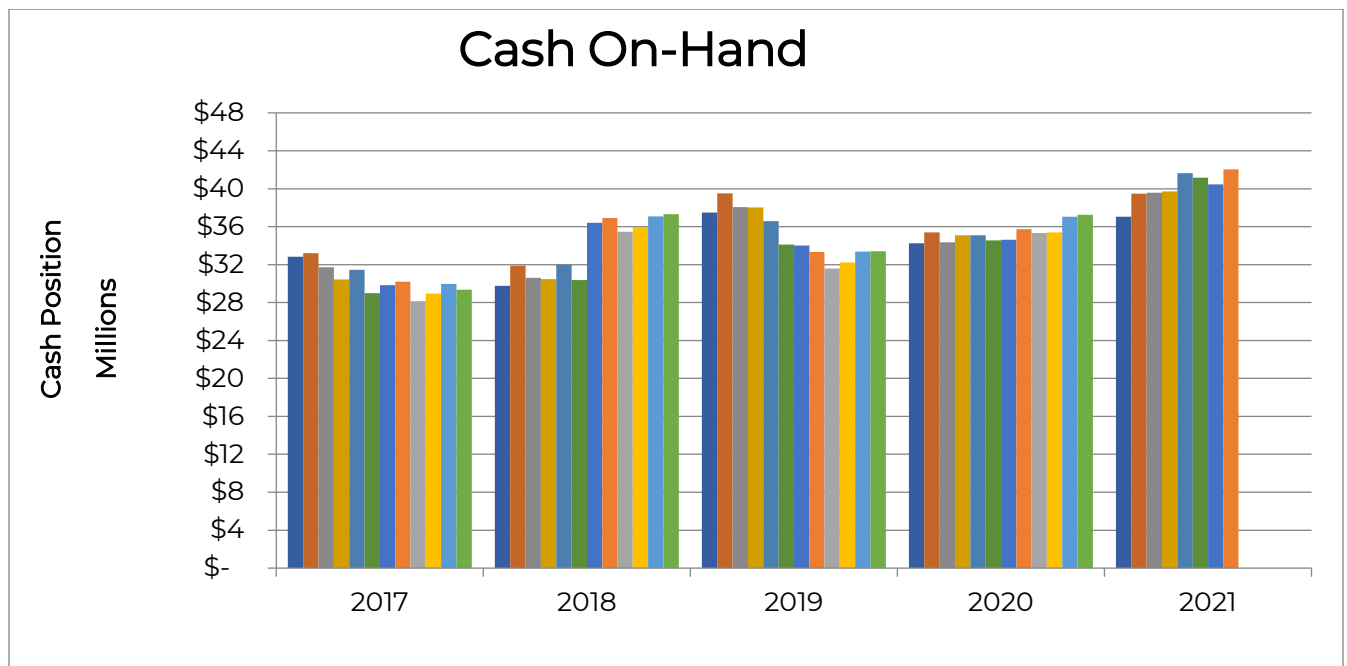
Cash position for August 2020 was \$35,735,564. Current Cash position is up by \$6,311,762.

TEL: (561) 747-5700

FAX: (561) 747-9929

loxahatcheeriver.org

Water Reclamation - Environmental Education - River Restoration



## Financial Information

- Legal Fees billed in August totaled \$4,535. The fiscal year-to-date total is \$76,765.
- There was no Septage billing for the month of August. The fiscal year-to-date total is \$165.
- Developer's Agreement – There was one new Developer Agreement in August.
- I.Q. Water Agreements – Jupiter Country Club and Tequesta Country Club are past due for August.
- Estoppel fees collected in August totaled \$6,950. The fiscal year-to-date total is \$99,800.



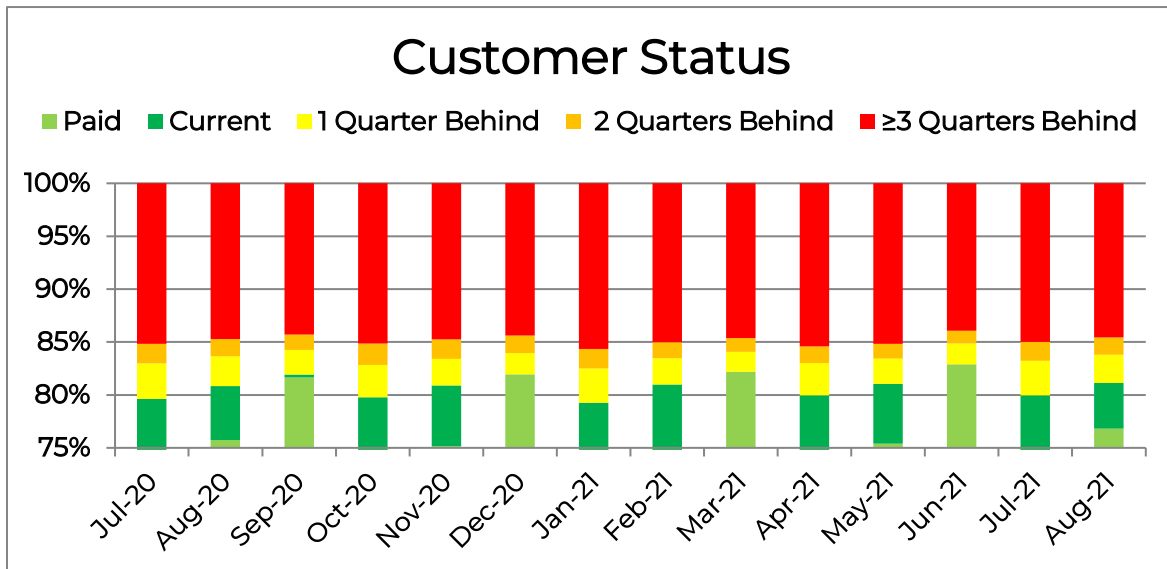
## Summary of Budget vs. Actual

<i>Budget Benchmark</i> 92%	Aug-21 Actual	YTD Actual	FY 21 Budget	Favorable (Unfavorable)	Budget Expended	Aug-20 YTD
<b>Revenues</b>						
<b><i>Operating Revenues</i></b>						
Regional Sewer Service	\$1,394,380	\$15,286,921	\$ 17,670,500	\$ (2,383,579)	86.51%	\$15,562,213
Standby Sewer Service	8,605	86,998	90,000	(3,002)	96.66%	85,673
IQ Water Charges	190,699	2,076,170	2,250,000	(173,830)	92.27%	2,193,964
Admin. and Engineering Fees	9,348	47,419	73,000	(25,581)	64.96%	90,902
Other Revenue	44,549	375,838	410,000	(34,162)	91.67%	338,490
<b><i>Subtotal Operating Revenues</i></b>	<b>1,647,581</b>	<b>17,873,346</b>	<b>20,493,500</b>	<b>(2,620,154)</b>	<b>87.21%</b>	<b>18,271,242</b>
<b><i>Capital Revenues</i></b>						
Assessments	36,406	2,196,579	931,500	1,265,079	235.81%	1,134,611
Line Charges	44,473	229,263	203,000	26,263	112.94%	350,779
Plant Charges	20,581	630,162	932,000	(301,838)	67.61%	632,105
Capital Contributions			800,000	(800,000)	0.00%	165,197
<b><i>Subtotal Capital Revenues</i></b>	<b>101,460</b>	<b>3,056,004</b>	<b>2,866,500</b>	<b>189,504</b>	<b>106.61%</b>	<b>2,282,692</b>
<b><i>Other Revenues</i></b>						
Grants						
Interest Income	5,183	704,220	648,000	56,220	108.68%	980,916
<b><i>Subtotal Other Revenues</i></b>	<b>5,183</b>	<b>704,220</b>	<b>648,000</b>	<b>56,220</b>	<b>108.68%</b>	<b>980,916</b>
<b>Total Revenues</b>	<b>\$ 1,754,224</b>	<b>\$ 21,633,570</b>	<b>\$ 24,008,000</b>	<b>\$ (2,374,430)</b>	<b>90.11%</b>	<b>\$ 21,534,850</b>
<b>Expenses</b>						
Salaries and Wages	\$433,587	\$4,862,036	\$ 5,960,700	\$ 1,098,664	81.57%	\$4,788,872
Payroll Taxes	31,750	350,292	428,900	78,608	81.67%	355,991
Retirement Contributions	60,189	709,058	889,100	180,042	79.75%	724,470
Employee Health Insurance	124,522	1,165,682	1,478,400	312,718	78.85%	1,114,527
Workers Compensation Insurance		48,612	86,800	38,188	56.00%	88,173
General Insurance		358,803	386,895	28,092	92.74%	360,233
Supplies and Expenses	(24,930)	822,645	1,128,000	305,355	72.93%	811,821
Utilities	106,429	1,156,690	1,399,225	242,535	82.67%	1,101,639
Chemicals	16,847	276,599	379,000	102,401	72.98%	354,870
Repairs and Maintenance	46,585	1,537,588	1,948,070	410,482	78.93%	1,610,889
Outside Services	(364,062)	1,892,367	1,884,750	(7,617)	100.40%	1,481,814
Contingency			225,000	225,000	0.00%	
<b><i>Subtotal Operating Expenses</i></b>	<b>430,917</b>	<b>13,180,372</b>	<b>16,194,840</b>	<b>3,014,468</b>	<b>81.39%</b>	<b>12,793,299</b>
<b><i>Capital</i></b>						
Capital Improvements	291,765	3,201,235	10,994,500	7,793,265	29.12%	6,502,586
<b><i>Subtotal Capital</i></b>	<b>291,765</b>	<b>3,201,235</b>	<b>10,994,500</b>	<b>7,793,265</b>	<b>29.12%</b>	<b>6,502,586</b>
<b>Total Expenses</b>	<b>\$ 722,682</b>	<b>\$ 16,381,607</b>	<b>\$ 27,189,340</b>	<b>\$ 10,807,733</b>	<b>60.25%</b>	<b>\$ 19,295,885</b>
<b>Excess Revenues</b>						
<b>Over (Under) Expenses</b>	<b>\$ 1,031,542</b>	<b>\$ 5,251,963</b>	<b>\$ (3,181,340)</b>	<b>\$ 8,433,303</b>		<b>\$ 2,238,965</b>

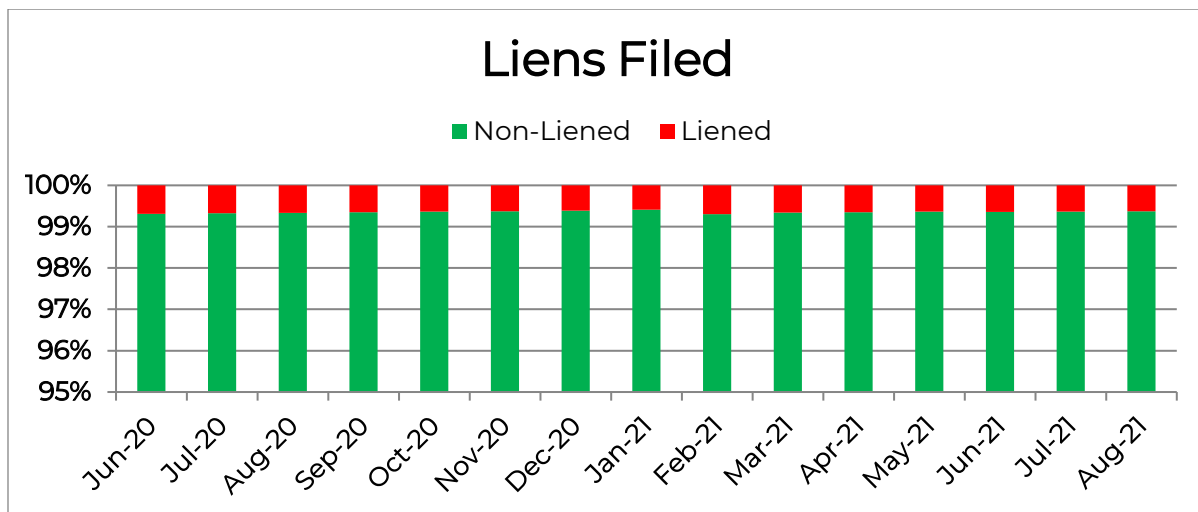
Total Capital expenses incurred and encumbered totaled \$8,294,078 or 75% of the budget.

## Accounts Receivable

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



The District serves approximately 33,000 customers. Currently, the District has 207 liens filed which represent approximately 1% of our customers.



## 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.

- Personal Injury – The District received a phone call from a resident requesting compensation for pain from injuries sustained when he allegedly tripped in a hole derived from abandonment of his septic tank on his property. We have notified the District's legal counsel, the District's General Liability Insurance provider, PRIA, and also the contractor the homeowner hired to abandon his septic tank.

### **Retirement Plan Administrative Committee Update**

On September 7, 2021, the Retirement Plan Administrative Committee met in the Governing Board room to discuss the Second Quarter Retirement Plan results. As of June 30, 2021, the Plan had 74 participants with participant assets totaling \$10,782,829. The majority of the Plan's balance continues to be in the Self-directed Brokerage accounts (73.76%), however, that percentage is expected to decline with new contributions coming in and going to the funds in the Core Line-up. For the second quarter in a row two funds in the Core Line-up are on the "Watch List" American Funds Washington Mutual R6 and Vanguard Life Strategy Conservative Growth, due to long-term performance being below the index and median of the peer group for the 3 and 5-year periods. All other funds are in compliance. The Administrative Committee talked in length about the American Funds Washington Mutual R6 underperforming over the last two quarters. The Administrative Committee recognized that while this fund is flagged for review, we have deemed the fund to still meet the fundamental credentials of the investment line up.

The Administrative Committee discussed (1) plan updates to incorporate IRS legal requirements (titled: Third Cycle Report by Empower Retirement); (2) amending the Plan to allow for forfeitures to be recovered as soon as reasonably practical after a participant severs employment and (3) ratifying the Plan to allow for terminated participants to continue in the Plan.



# 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

2500 Jupiter Park Drive  
Jupiter, Florida 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

[loxahatcheeriver.org](http://loxahatcheeriver.org)

### MEMORANDUM

TO: D. Albrey Arrington, Ph.D., Executive Director  
FROM: Kris Dean, P.E., Deputy Executive Director/Director of Engineering Services  
DATE: September 3, 2021  
SUBJECT: Engineering Services Report

#### **Project highlight**

##### *Emergency Calls*

This month we implemented a new system for managing incoming emergency calls from the public.

First, Collections and IT staff worked together creating a Standard Work Order standardizing information gathering, assignment and notification of emergency call work orders. The Standard Work Order assists staff taking emergency calls and ensures field staff responding to the emergency call have all the information they need. Second, IT was successful locating an emergency call app for staff iphones. This new app manages notification of staff that there is an emergency call. Administrative staff only have to call one number, and, if not answered, leave a message. The app manages notification of 3 levels of staff and an escalation procedure until the call is acknowledged.

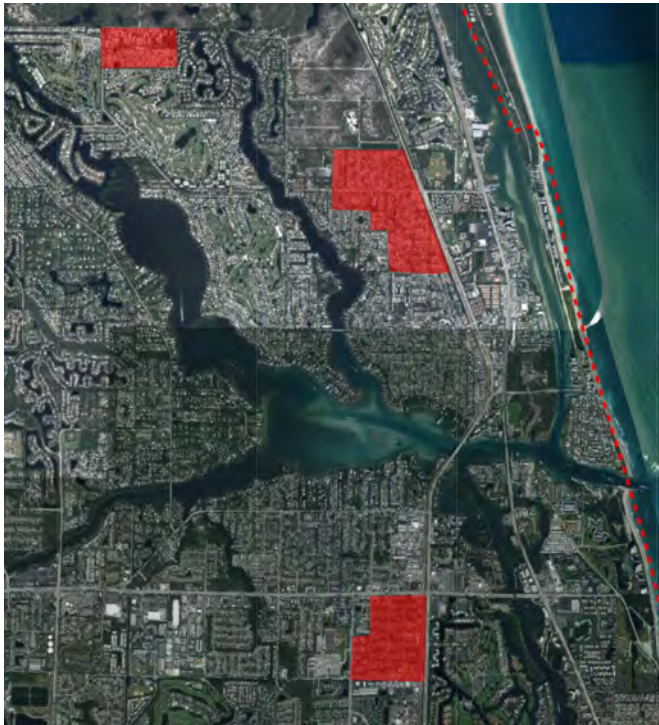
The new procedures for the standard work order and the app significantly reduce staff anxiety and staff time previously spent making multiple calls and relaying often incomplete information verbally.

#### **In-house Projects**

*Lift Station Rehabilitations General Construction Services:* Staff have completed the first rehabilitation package and are scheduling with the rehabilitation contractor to confirm pricing and issue a work order. Staff have also gone through the inspections to date and prioritized the work.

**181<sup>st</sup> Street Gravity Sewer System:** Construction is nearly complete. The contractor and District Inspectors are coordinating for final testing prior to certification to the Florida Department of Health (FDOH).

**Neighborhood Sewering/Remnant Properties:** The preliminary assessment for SE Hobart Street will be presented to the Board in in October for consideration. Once completed we will move forward with 605 and 607 Military Trail to close out the Remnant Areas on our Neighborhood Sewering Schedule and 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 served.



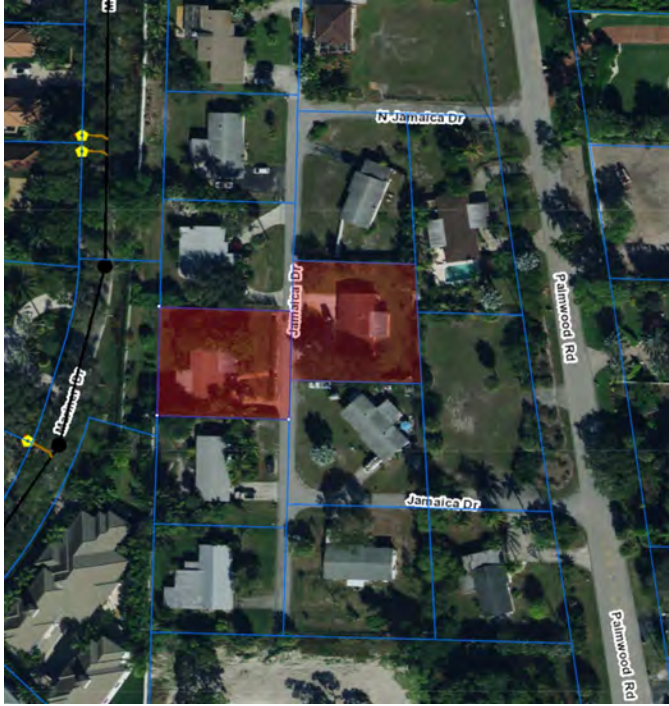
**Fiscal Year 2021 Main and Lateral Lining Projects:** Purchase orders have been issued for cleaning, TV inspection and manhole inspections in LS018, 041, 050 and 054 collection systems. As this work is performed staff will pursue other contract options to perform lining and manhole rehabilitation identified for the TV inspection and manhole inspection report.

**Statutory Way of Necessity:**

**19595 66<sup>th</sup> Terrace Low Pressure Sewer:** Three properties agreed to participate in the 66<sup>th</sup> Terrace Low Pressure Sewer project under Statutory Way of Authority. The project is in permitting with FDOH. We anticipate permit issuance this month followed with construction under our general construction services contract.







***Jamaica Drive Low Pressure Sewer:*** Over the last two years staff has been coordinating with two property owners for utility easements to install sewers to their properties on Jamaica Drive without success. At this time both property owners have determined Statutory Way of Necessity is the preferred option and entered into letter agreements for staff to proceed on their behalf.

## **CONSTRUCTION**

The District's new construction manager, John Voss, started on August 23, 2021. He has spent the first 2-weeks becoming familiarized with policy and procedures as well as getting up to speed on current projects, scheduling and work flow.

Construction staff have been working on various projects including concrete collars to protect infrastructure in the right of way.



## **COLLECTIONS AND REUSE**

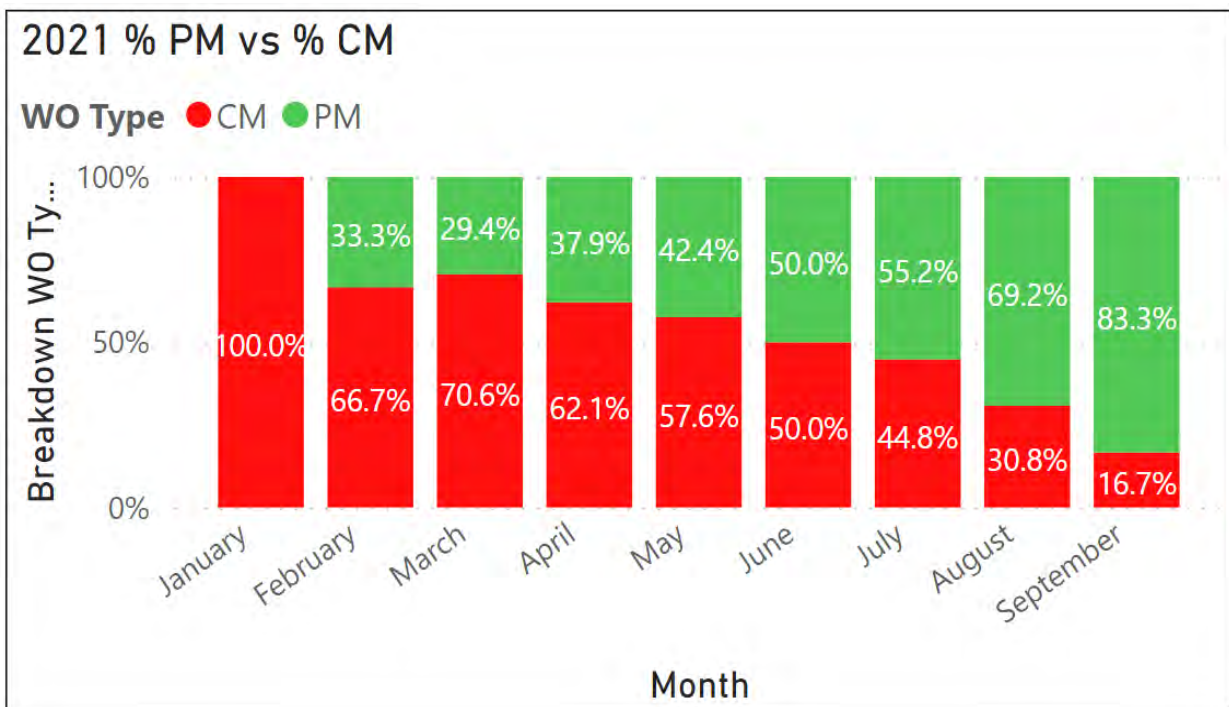
***Lift Station Repeat Red Lights:*** We continue to chase trouble stations with repeat issues and improve the wet well cleaning under preventative maintenance. This month and through September we will be working on alarm and red light metrics to improve our monitoring, then training staff on procedures for standardizing documentation for accurate reporting. Beginning this fall expect to see a standard Red Light Dashboard as part of the Collections and Reuse Report.

***Air Release Valves:*** The ARV evaluation process has resulted in 222 ARVs inspected year to date. 21% of evaluated ARVs are out of service.

MONTHLY ARV INSPECTIONS

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	34	33	11	23	5				222

***Wet Well Cleaning:*** The ratio of Preventative Maintenance Cleanings to Corrective Cleanings continues to trend in the right direction. Our goal is to identify each station requiring routine cleaning and place it on a preventative maintenance schedule. In doing so we are also closely monitoring the number of wet well cleanings per month to ensure we are not dedicating too many resources to cleanings that would not have resulted in break-ins to our scheduled work (corrective wetwell cleanings).





## **UNAUTHORIZED DISCHARGES (fka SANITARY SEWER OVERFLOWS)**

There were 4 unauthorized discharges in the collection-transmission-distribution system this month.

On August 31, 2021, LRD had an unauthorized discharge of 0.25 gallons of sewage from a low-pressure air release valve on Loxahatchee River Rd. The unauthorized discharge was caused by a leaking air release valve (LS199-VLA3). LRD crews stopped the unauthorized discharge by isolating the air release valve until repairs were made. All of the unauthorized discharge was contained within the air release valve box and absorbed into soil. Approximately two cubic feet of contaminated soil was excavated with Vacuum Truck during the repair. Affected area was disinfected with lime. No storm drains or other bodies of water were affected.

On August 23, 2021, LRD had an unauthorized discharge of 2000 gallons of sewage on US1 south of Cove Road in Tequesta. The unauthorized discharge was caused by corrosion in a 8-inch ductile iron force main (LS066-FM3). The unauthorized discharge flowed 35 feet south along US1 into one storm drain and flowed 50 feet north and eastward into a private parking lot and into one storm drain on the lot. LRD crews isolated the leak by closing off several lift station systems and isolating valves feeding the force main. The affected area was disinfected with lime. A LRD vacuum truck was used to remove 200 gallons of liquid from the storm drain system on US1 and an additional 1800 gallons from three separate storm drains on a private lot plus an additional 300 gallons of wash water. The total 2300 gallons recovered was transferred into LRD collection system. Evidence showed that the unauthorized discharge that entered the US1 storm drain did not reach the outflow invert of pipe and therefore was isolated in that one storm drain. Evidence also showed that the unauthorized discharge that entered private parking lot storm system was isolated in the storm drains and did not enter the retention pond.

On August 20, 2021, LRD had an unauthorized discharge of 10 gallons of sewage at Lift Station 139 located in Jonathon's Landing off Casseekey Island Road. The unauthorized discharge was caused by a crack in an emergency tap cam lock fitting during routine maintenance work, allowing liquid to be discharged. The unauthorized discharge was absorbed into soil at the bottom of the lift station valve vault. The affected area was disinfected with lime. No further cleanup of the area was necessary. No storm drains or bodies of water were affected.

On August 19, 2021, LRD had an unauthorized discharge of 50 gallons of sewage from a low pressure pumping unit on Eganfuskee St. The unauthorized discharge was caused by a crack in a PVC low pressure force main. LRD crews stopped the unauthorized discharge by shutting off the service until repaired. All of the unauthorized discharge was recovered with vacuum truck and approximately one cubic yard of soil was excavated. The affected area was disinfected with lime. No storm drains or other bodies of water were affected.



# 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: September 7, 2021

SUBJECT: August 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 August was productive with all monthly reports prepared and submitted on time. There were no permit exceedances this month. The treatment plant operated efficiently and met all treatment objectives. Plant flows during the month of August were within the same order of magnitude as the flows recorded during the month of July. The Average Daily Flow (ADF) during August was 6.89 million gallons per day (MGD) vs. 6.65 MGD in July. The Maximum Daily Flow (MDF) during August was 7.62 MGD vs. 6.97 MGD in July. The Peak Hour Flow (PHF) during August was 6,944 gallons per minute (gpm) vs. 6,007 gpm in July. The total rainfall during the month of August was 10.14 inches which was significantly higher than the total rainfall during the month of July when we received a total rainfall of 4.49 inches.

The plant did not experience any unauthorized discharges during the month of August.

2500 Jupiter Park Drive  
Jupiter, Florida 33458

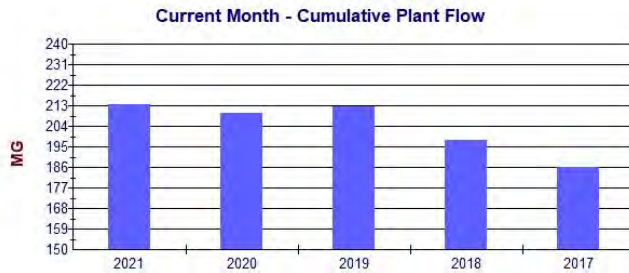
TEL: (561) 747-5700

FAX: (561) 747-9929

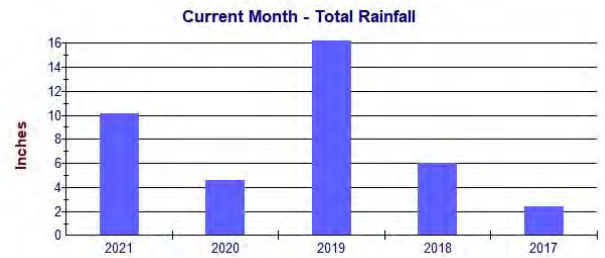
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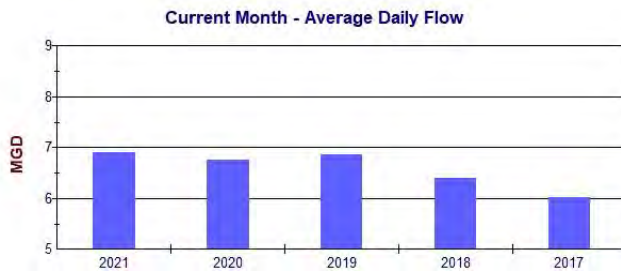
## **GRAPHICAL SUMMARIES OF PLANT FLOWS AND RAINFALL DATA**



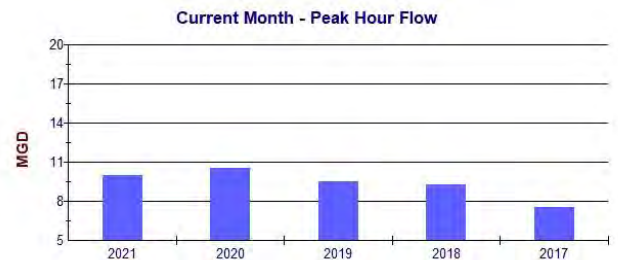
The Cumulative Influent Flow to the plant for the month of August was 213.74 million gallons.



10.14 inches of total rainfall was recorded at the plant site during the month of August.



The Average Daily Flow (ADF) for the month of August was recorded at 6.89 MGD compared to 6.76 MGD one year ago, for the same month.

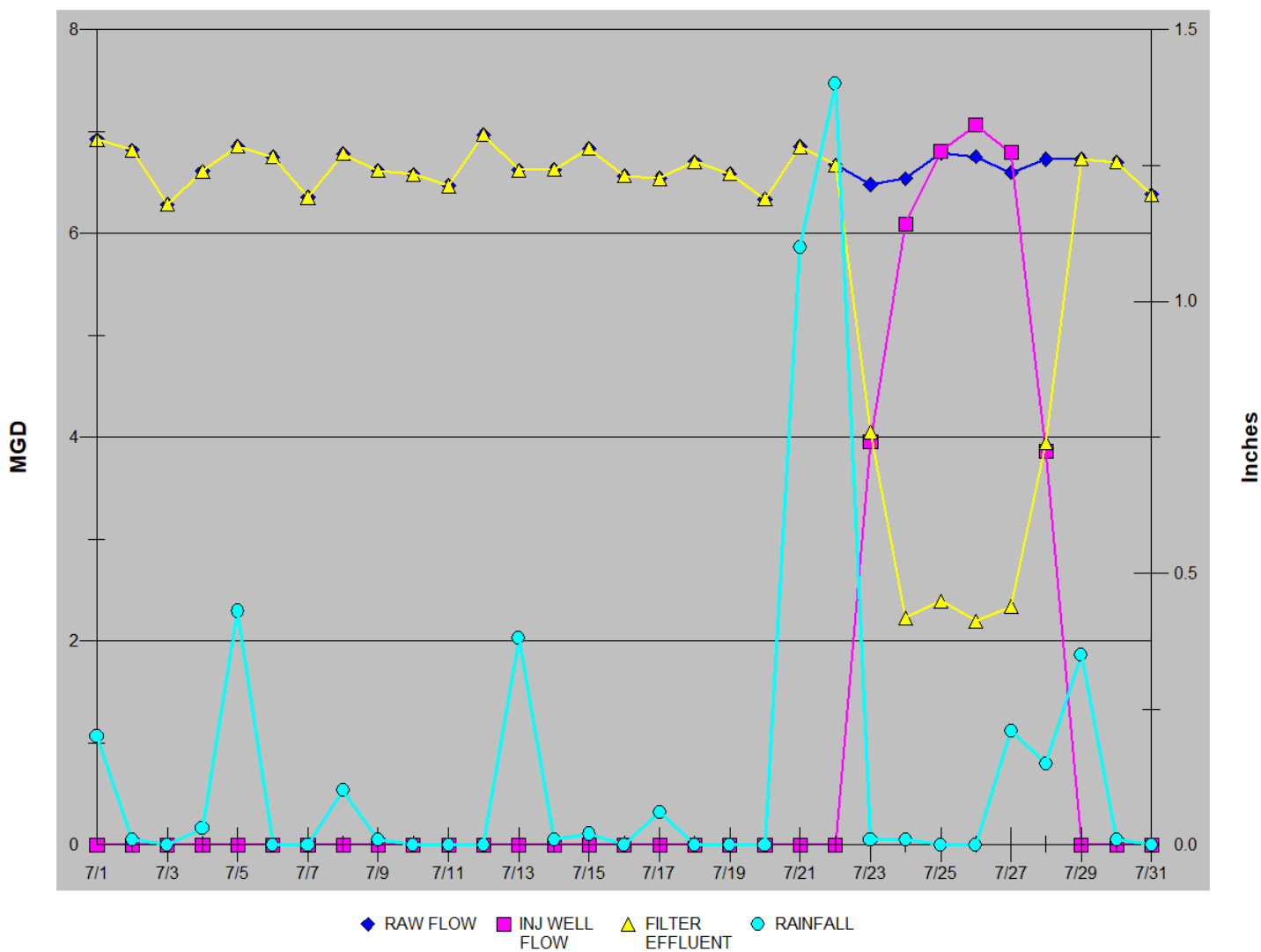


The Peak Hour Flow (PHF) for August was 6,944 GPM which equates to an equivalent daily rate of 10.00 MGD.



The Maximum Daily Flow (MDF) in August was 7.62 MGD.

For the month of August, the cumulative influent flow to the plant was 213.74 MG of which 134.15 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 10.14 inches of rainfall was recorded at the site during the month and a total of 105.34 MG of blended effluent was diverted to the Deep Injection Well. Overall, 62.76% of the plant influent flows were treated and available for reuse as IQ water. The plant delivered a total of approximately 154.84 million gallons of IQ water to the reuse customers during the month of August.



Year to date (i.e., Calendar Year 2021), approximately 90.58% 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 1,754.05 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 special projects during the month including updates and improvements to the labeling of the chlorine solution piping plant wide. The intent of the improvements was to provide increased visibility, clarity, and improved overall safety for the operation of the chlorine storage and feed systems. The improvements also included the replacement of the magnetic markers used to provide numerical designations to the chlorine ton-cylinders. The improvements were completed in response to a recently completed audit of the chlorine systems performed as part of the update of the District's Risk Management Plan (RMP).



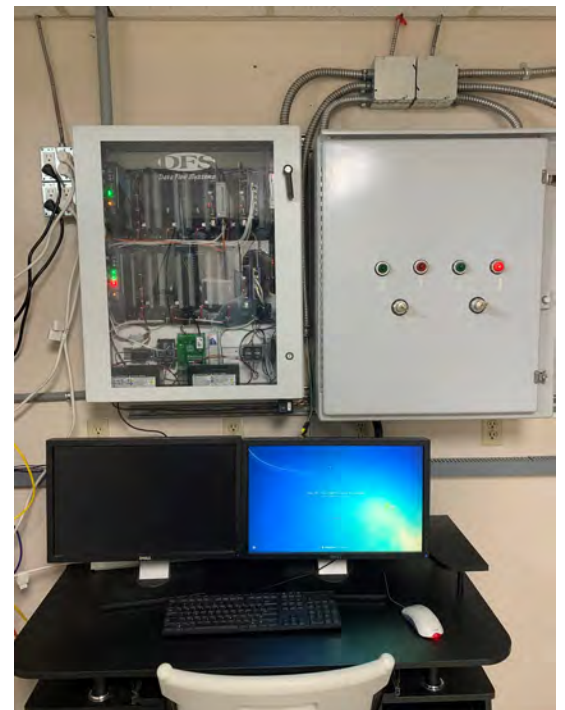
**Clarifier Chlorine Solution Tree - Feed Piping Labeling**



**Clarifier Chlorine Solution - Feed Piping Labeling**

**Chlorine Ton Cylinder – Magnetic Markers**

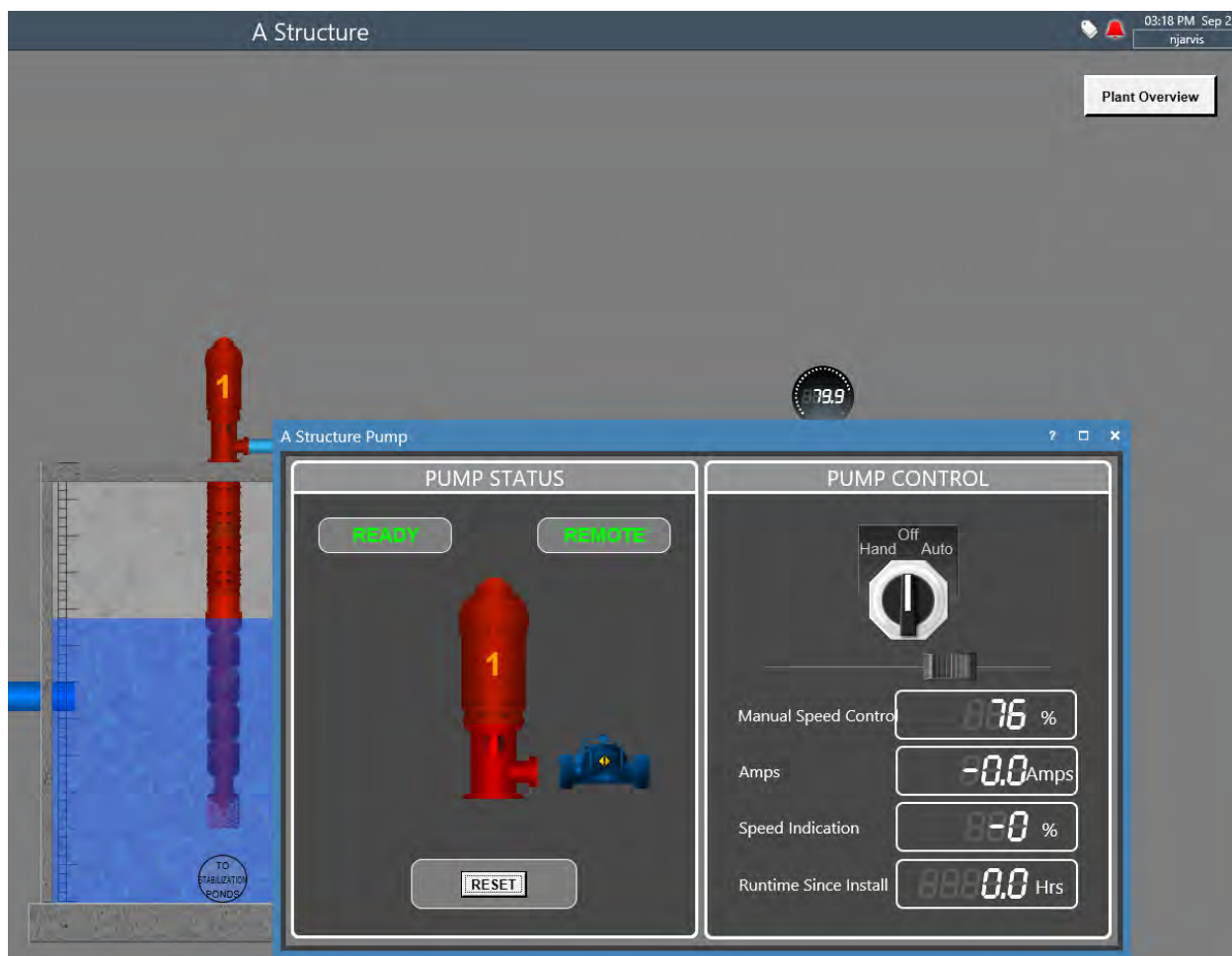
During the month of August, Operations also worked closely with the District's Information Technology (IT) Team to reorganize the server room dedicated to the treatment plant operations network. The intent of this work was to consolidate this critical infrastructure and to provide Collections with additional space for its operations. This will also allow Operations to perform trouble shooting and maintenance of the system more easily.



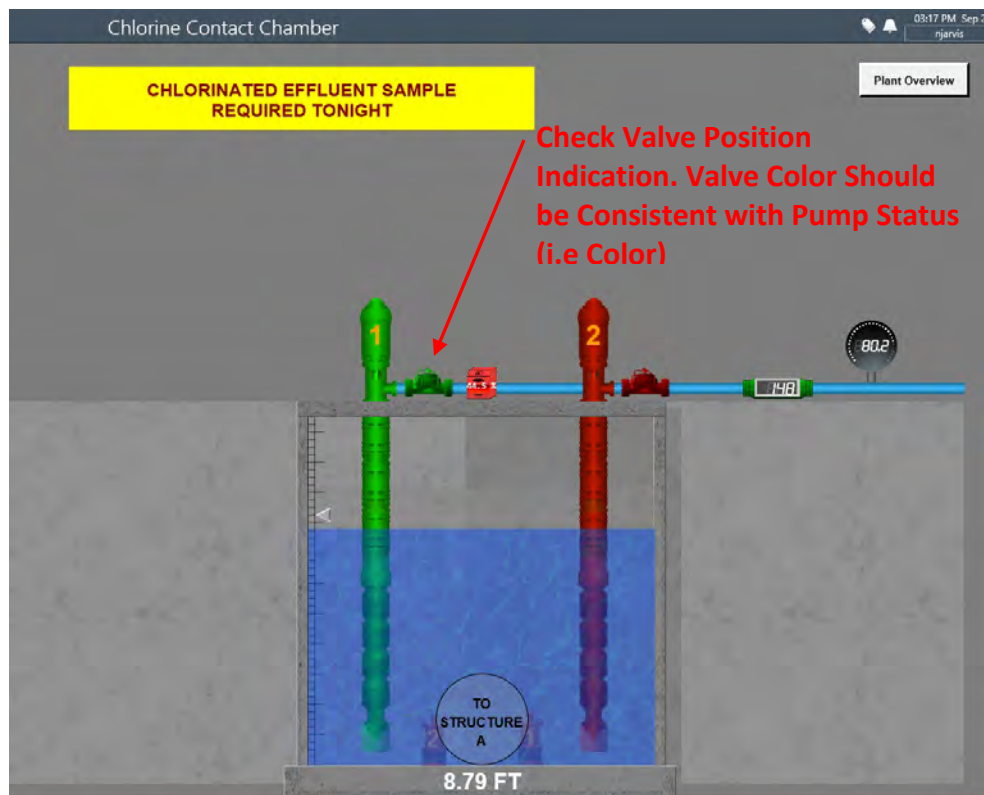
**Consolidated Plant PLC Computer**



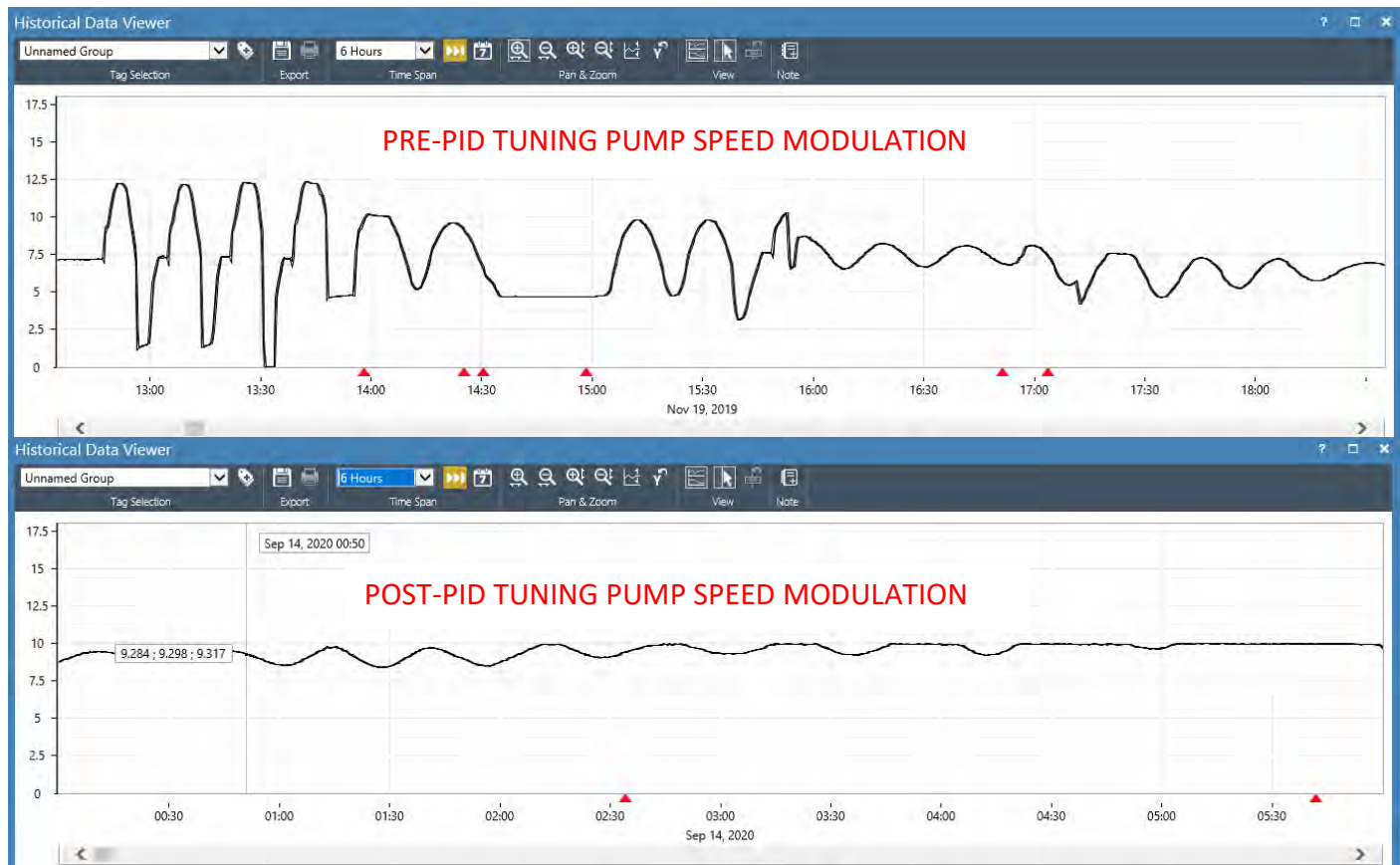
Lastly, the Operations Team worked closely with a Supervisory Control and Data Acquisition (SCADA) system integrator to complete specific upgrades and improvements to the plant control system. The improvements are intended to provide improved monitoring and control of specific unit process systems. The improvements included the integration of the back-up non-potable process water pump located at A-Structure into the process water system control logic as well as the integration of the previously installed position switches on the primary process water pump discharge check valves (Typ. of 2). The integration of the A-Structure process water pump will provide increased reliability and resiliency in the event of failure of the two (2) primary non-potable process water pumping units. Another significant improvement completed within the plant SCADA system was the tuning of the process integral derivative (PID) for the injection well pump station. Prior to the improvements, the pump speed would modulate excessively which creates unnecessary wear and tear on the pump motors and creates hydraulic imbalances. Upon completion of the tuning improvements, the operation of the pumping units has been more consistent and less variable.



**A-Structure Non-Potable Water Pump - SCADA Integration**



**Non-Potable Water Pump Check Valve Position - SCADA Integration**



**Injection Well Pump Station – Pre and Post PID Tuning**

## **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 August, there was a prolonged period when the reclaimed water system was removed from service due to the significant amount of rainfall received at the site. The Maintenance Team took this opportunity to perform annual tank cleaning of the filter backwash waste basin. The filter backwash basin receives “dirty” water generated during the cleaning of the filter media and pumps this water back through the plant for treatment. As a result of the extended hydraulic retention time, it is common for larger solids to settle in the basin over time. The cleaning of the basin requires the isolation of the tank from the filter units and utilization of a vacuum truck to remove the settled solids. Concurrently, Staff spray the basin walls and floor to maximize the volume of solids removed during the cleaning process.



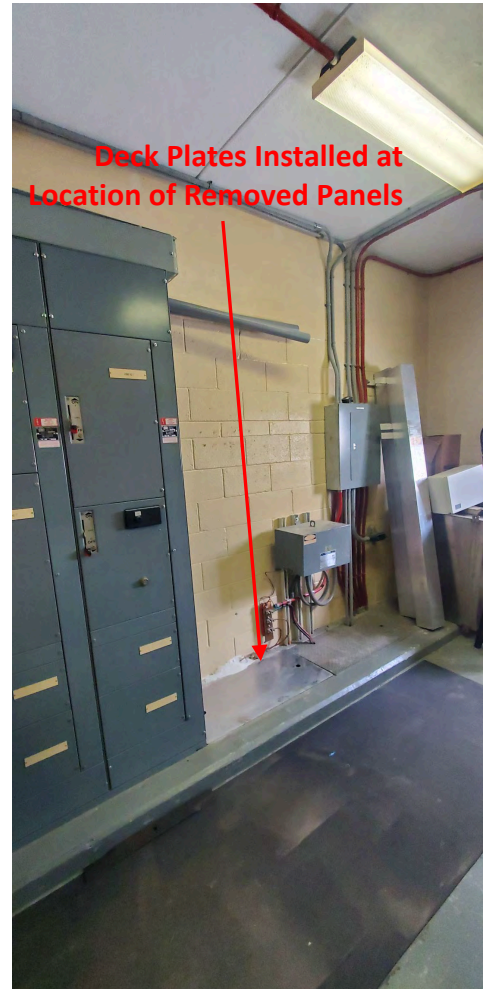
**Filter Backwash Basin Cleaning – Photo No. 1**



**Filter Backwash Basin Cleaning – Photo No. 2**



The Maintenance Team worked closely with Staff from the District's Collections/Reuse Team to decommission and demolish unused equipment within the IQ-511 Pump Station Electrical Room. The removal of antiquated and out-of-service equipment is consistent with the District's desire to implement the 5s System throughout the organization. The work included the removal of two (2) large pump control panels which were previously replaced at an alternate location. The resulting space was "safe'd" off using deck plates.



**IQ-511 Pump Station – Electrical System Housekeeping**

Lastly, during the month of August the Maintenance Team worked with the Collections Team to perform hurricane hardening of the existing electrical control panel at Lift Station No. 114. The existing panel was identified as a point of concern during previous storm events and reinforcement was determined to be warranted to improve the rigidity and resiliency during storm events. The improvements included the installation and anchoring of additional stanchion posts to the existing concrete slab and then back bracing the panel to the new posts. The stanchions and associated braces were designed to be removeable to facilitate ease of access during maintenance activities. The poles and back bracing were installed on both sides of the enclosure.



**Lift Station No. 114 – Electrical Panel Improvements – Photo No. 1**

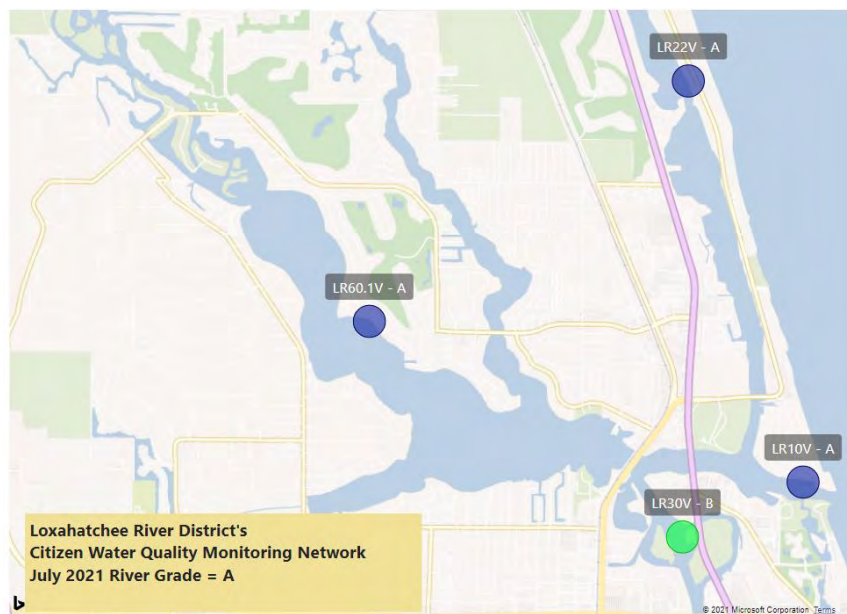


**Lift Station No. 114 – Electrical Panel Improvements – Photo No. 2**

## Information Technology (IT)

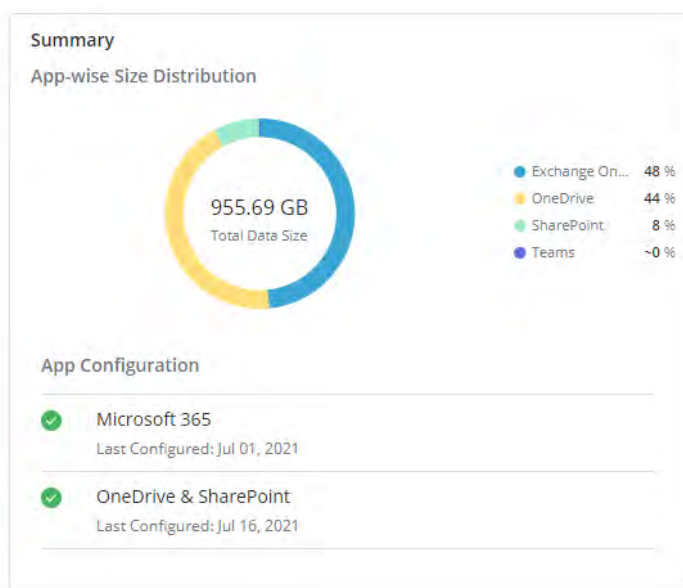
### Improved Volunteer Map

In July, we assisted the laboratory with streamlining the creation process for Citizen Water Quality Monitoring results map. Using Power BI, we were able to easily and automatically consume both the site location spatial data and the water quality results to create a custom map that is ready to publish each month.



### Implementation of Office 365 backup

The District has fully embraced Office 365 as a valuable tool for communication and collaboration. While the Office 365 platform has a reliability > 99.9% uptime, we wanted to provide additional protections against ransomware and data loss. In July, we implemented an additional service that archives the District's valuable data to ensure protection of that information and speed recovery if an incident should occur. We welcome the opportunity to discuss specifics with you in person.







# 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: September 8, 2021  
SUBJECT: Information Services Monthly Governing Board Update for August 2021

### WildPine Ecological Laboratory

#### Nano Bubble Ozone Technology (NBOT) Water Quality Improvement Project in Jones Creek

The NBOT project continues. Unfortunately, the bacteria test results have not shown a significant decrease in bacteria concentrations. The Lab and Green Water Solutions Staff have been conducting tests using a 275-gallon tank system containing water from Jones Creek to validate the functionality of the NBOT equipment. Using this closed/recirculated system, we found very effective treatment of the bacteria in less than 15 minutes.



Figure 1

Figure 2

Figure 3

In Figure 1, you can see how dark the creek water is before treatment at time zero. In Figure 2, you can observe how much the creek water cleared up after 45 minutes of NBOT treatment in the tank. Figure 3 shows the sample bottles that were tested for enterococci at each 15-minute sampling interval. These tests have helped demonstrate that the NBOT units are performing as designed and helped to guide our hypotheses on why we are not seeing the anticipated bacteria treatment. At this point we believe a primary reason we are not seeing effective bacteria treatment is the tidal flushing is greater than anticipated,

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Water Reclamation - Environmental Education - River Restoration

which is causing the dilution of the ozone concentration to levels that cannot overcome the bacteria loading and/or productivity. In addition, ozone losses may be exacerbated from the treatment of other organic material such as mobilized sediments within the creek. With the NBOT treatment scheduled to run through September 19<sup>th</sup> we continue to hope that the ongoing ozone treatment will reach the threshold where we will see significant reductions in bacteria concentrations.

### **Riverkeeper Project**

In August, lab staff and our partners collected water quality samples from 26 monitoring stations throughout the watershed. In addition, a total of 106 samples were tested for fecal indicator bacteria in support of several projects, including the weekly bacteria monitoring program and at the Jones and Sims Creek sampling in support of the NBOT Project.

The overall water quality score for July 2021 is atypical and incomplete but scored fair with 63% of all samples meeting the EPA/DEP water quality criteria (scorecard below). This score is affected by the extra sampling targeting the impaired Jones and Sims Creeks and we are missing the Total Nitrogen scores due to equipment malfunction in our lab. These samples are being analyzed by our contract laboratory.

The Nitrogen scores are typically good and will likely boost the overall score when the results come in. The Phosphorus scores are fair for August because concentrations are notably higher than usual at some locations. The Chlorophyll (CLA) again scored poorly at 58% overall, which is not unusual for this time of year with the warm water that helps to increase algae productivity. The combined bacteria score improved to score of 62%/fair.

Most notable in August was the highest ever Phosphorus (TP) value at Station 95 in Jupiter Farms (red dot figure right). The lab measured 0.26 mg/L (far right bar on graph below), which is more than twice as high as the numeric nutrient criteria of 0.12 mg/L in freshwater canals. Staff observed a dark opaque oily substance in the water at the time of sampling. In the past we have seen similar conditions coinciding with herbicide treatment in the canal systems upstream. Thankfully, we measured much lower phosphorus concentrations at the station (WCS-2) downstream of the stormwater treatment lake just west of Riverbend Park and south of our 20-acre property as shown in the figure right.



8/1/2020 8/31/2021



# 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%

Monthly Water Quality Score

**August 2021**

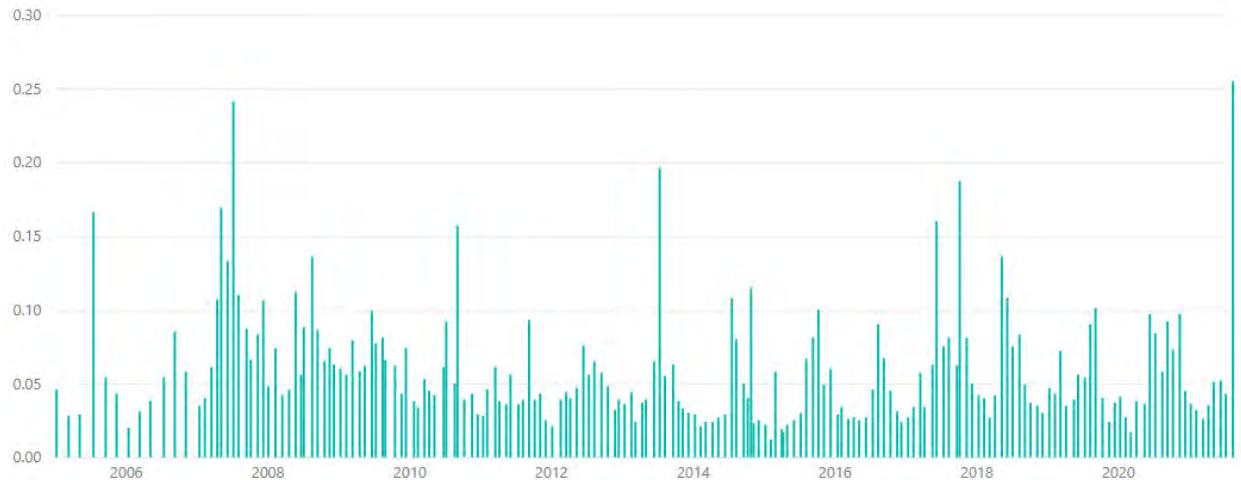
**63%**  
Overall

**158**  
Total Samples

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

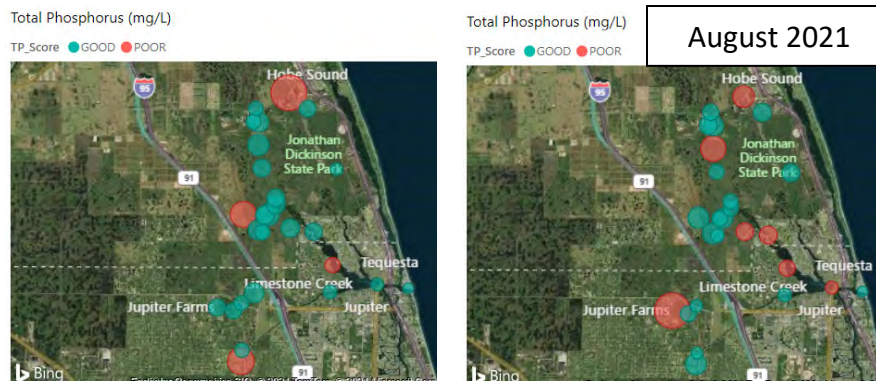
Year	Month	# Samples	Overall Score	# TN Samples	Total Nitrogen Percent Good	# TP Samples	Total Phosphorus Percent Good	# CLA Samples	Chlorophyll Percent Good	# BAC Samples	Bacteria Percent Good
2021	August	158	63%			26	73%	26	58%	106	62%
2021	July	243	56%	55	98%	55	62%	55	13%	78	51%
2021	June	117	80%	16	100%	16	88%	16	56%	69	80%
2021	May	136	88%	22	95%	22	91%	22	64%	70	91%
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	80%	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	80%	27	96%	27	85%	27	70%	66	76%
<b>Total</b>		<b>1919</b>	<b>76%</b>	<b>302</b>	<b>95%</b>	<b>328</b>	<b>79%</b>	<b>328</b>	<b>58%</b>	<b>961</b>	<b>76%</b>

Loxahatchee River Water Quality Scorecard for Overall, Total Nitrogen (TN), Phosphorus (TP), Chlorophyll a (CLA) and E. coli and enterococci bacteria (BAC) parameters. **NOTE: The Nitrogen data are incomplete as of this writing because of equipment failure.**



Total Phosphorus at Station 95 Jupiter Farms Canal January 2006 through August 2021





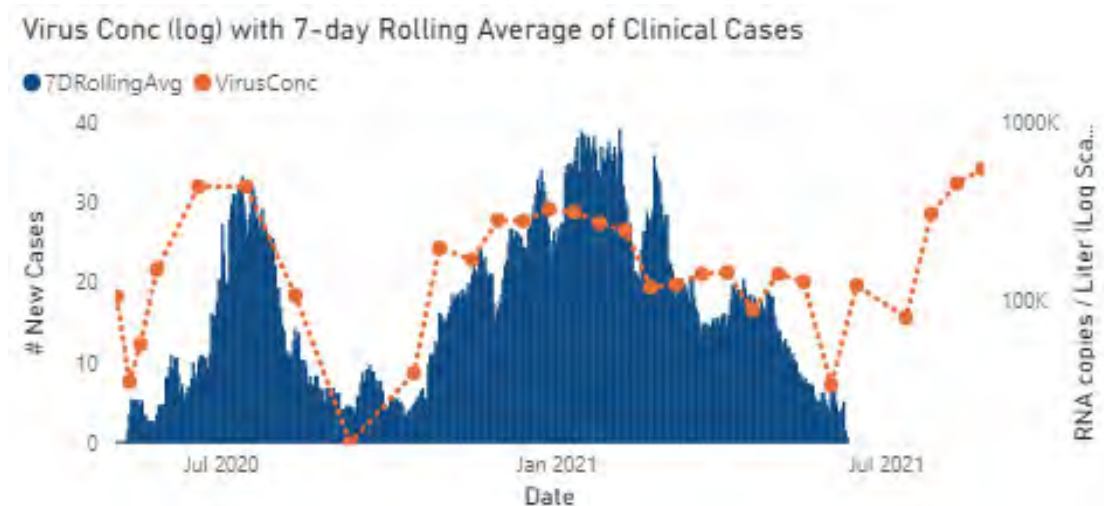
Overall, TP scores were lower in August 2021 at 73% (or 19 of 26) sites meeting the water quality criteria compared to 2020 with 85% (or 23 sites scoring good out of 27).

The bacteria results were also high in August due, again in part, to the additional weekly sampling in the southwest tributaries for NBOT. Station CALC, in Jones Creek, had the highest average concentration of 11,914 MPN per 100 mLs of water. TPJ, also in Jones Creek, was next highest with an average of 9,105 MPN per 100 mLs of water.

### Wastewater Surveillance of COVID-19

The wastewater surveillance testing for SARS/Covid-19 in our wastewater shows that virus concentrations continue at their highest levels we have measured since the pandemic started. This work attracted news coverage by the Palm Beach Post and an interview on WLRN, the NPR affiliate for Miami-Dade, Broward and Palm Beach counties (<https://www.wlrn.org/news/2021-08-31/new-findings-show-covid-19-fragments-in-jupiters-sewage-system>)

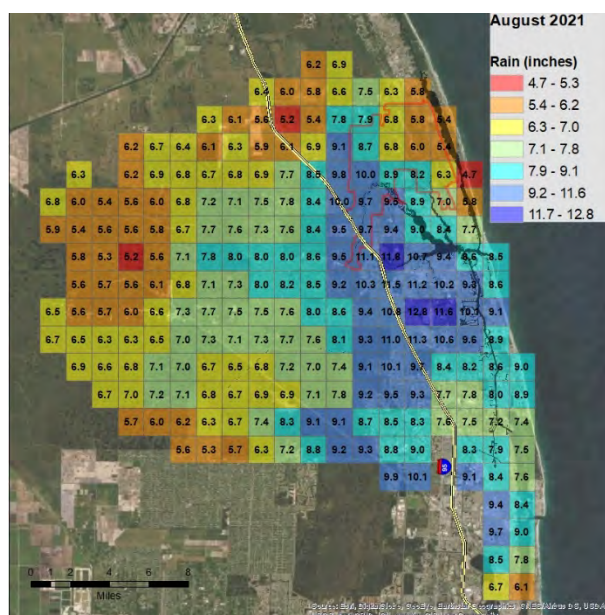
We sampled on September 7<sup>th</sup> and we hope to have results back by Friday the 10<sup>th</sup>.



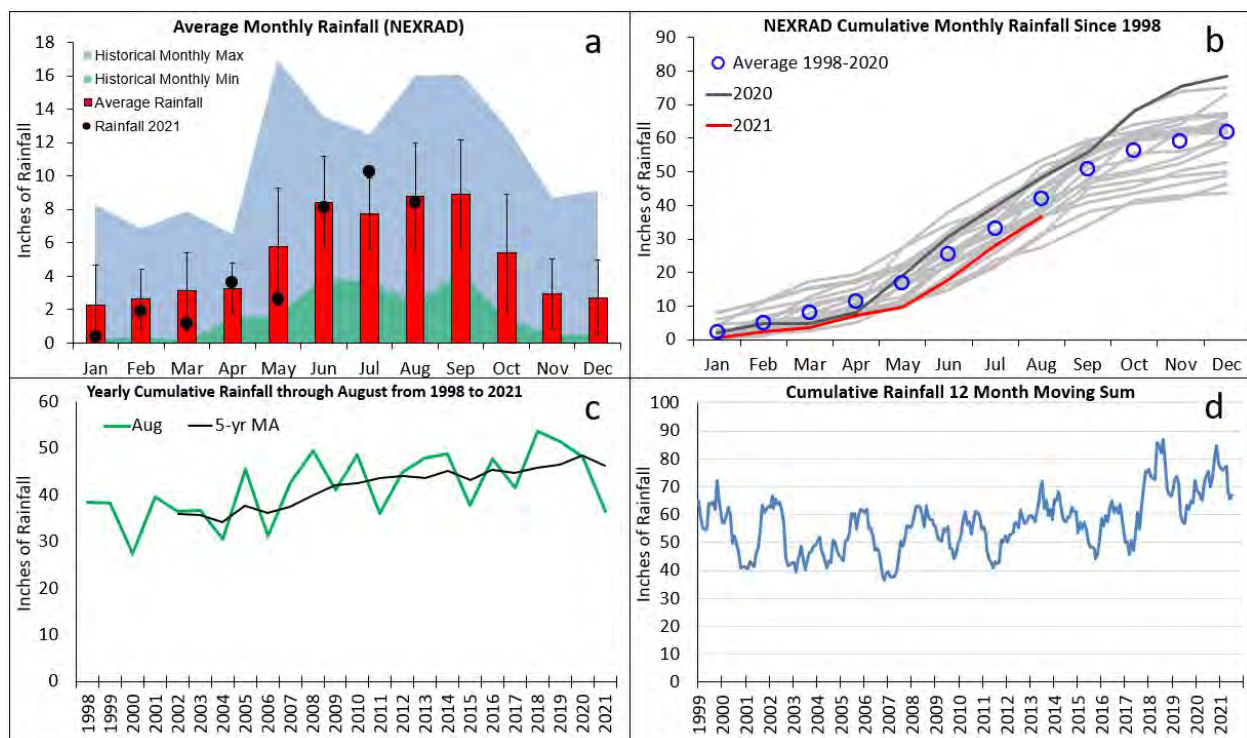
## Hydrologic Monitoring

Rainfall during August was near average for the month, though the region is still below average for the year. Average rainfall measured across the watershed for August was 8.4", right in line with the historical average of 8.8" (panel 'a' in figure below). Rainfall was detected within the watershed during 28 of the 31 days in August, with the highest single day total of 1.5" recorded on August 3. This brings the cumulative rainfall for 2021 to 36.6"; about 13% below the historical average of 41.9" and well below the 48.1" by the same period last year (panel 'b' in figure below). The cumulative rainfall remains on a decreasing trend since peaking in 2018 at 53.6" (panel 'c' in figure below). The 12-month moving sum of rainfall (panel 'd') also suggests a decreasing trend in recent rainfall.

There was a range of 7.5" between the wettest and driest portions of the watershed during August (Figure above). The wettest areas were mostly around urban Jupiter and Abacoa experienced up to 12.8". Western portions of the watershed including Hungryland Wildlife Conservation Area and J.W. Corbett Wildlife Management Area, as well as some of the northeast coastal regions, were among the driest areas with as little as 4.7" of rain in August.



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



Figures above display various measures of rainfall. Panel (a) shows average monthly rainfall from 1998 to 2020 (red bars; error bars indicate  $\pm 1$  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 August 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.

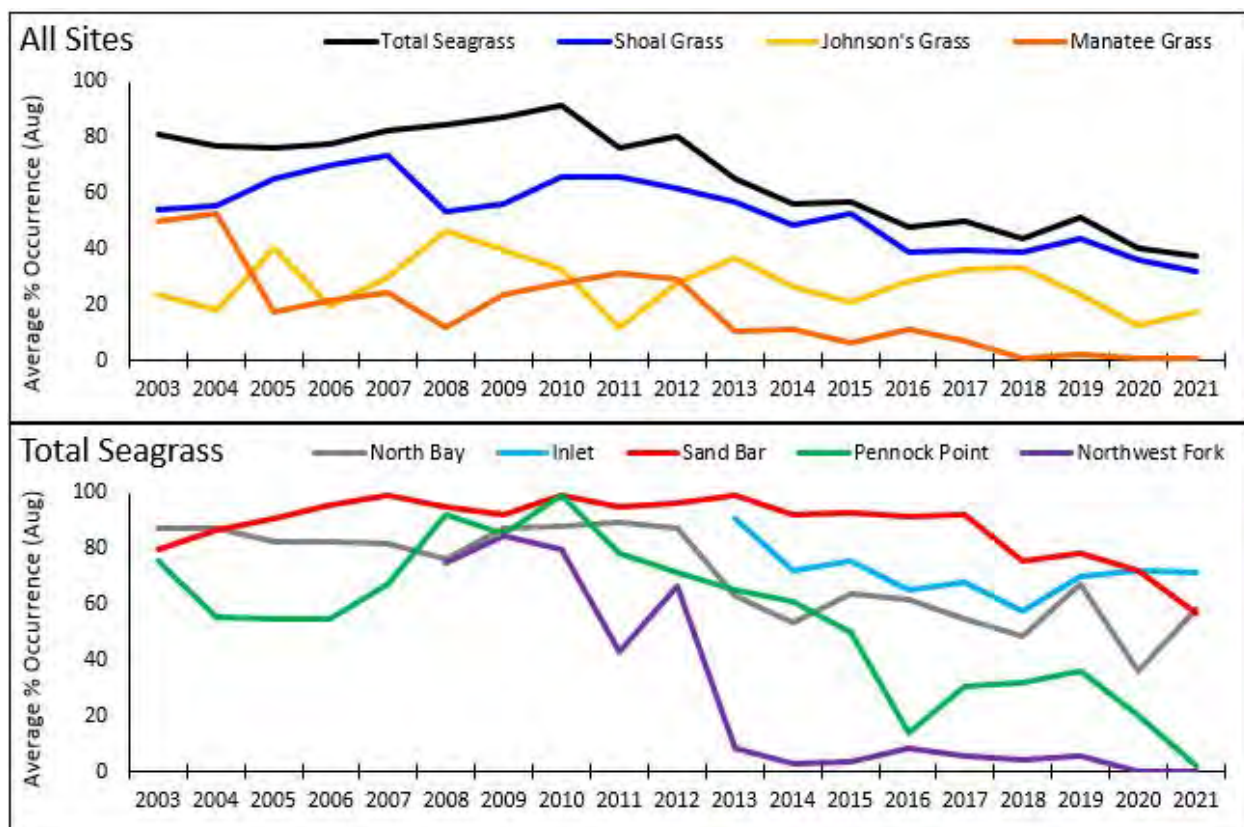
The continued wet season rainfall had a notable effect on river flows and salinity. In the Northwest Fork, flow through the Lainhart Dam ranged between 124 to 263 cfs with an average flow of 200 cfs. It appears that the ground water was recharging and/or water managers were still utilizing water storage throughout the watershed as there has been minimal flood control releases from the S-46 control structure throughout August. The only measurable release occurred on August 14 with a daily average flow of 72cfs, which was likely from a control gate exercise/test. Flow remained zero throughout the rest of the month. There was no salinity data from the US-1 bridge as USGS prepares to move the instrument structure to a different location nearer the Jupiter Inlet.

## Seagrass Monitoring

Staff from the Wildpine Laboratory along with help from volunteers completed the bimonthly seagrass monitoring at all five monitoring sites. The seagrass story continues to be somewhat grim. Overall, average seagrass occurrence measured in August was basically flat or slightly down at 38% in 2021 compared to 40% in 2020 (top panel in figure below). While there was a



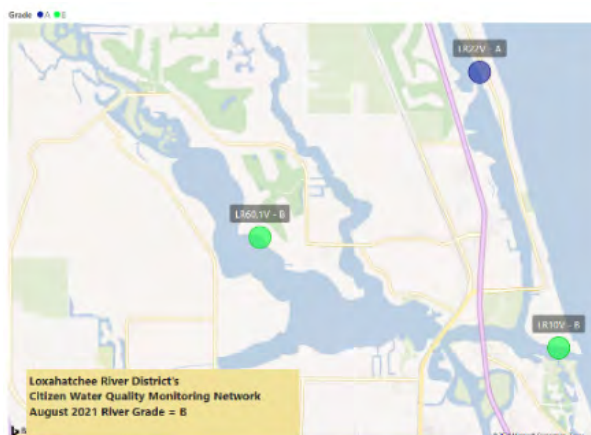
slight increase in the presence of Johnson's Grass, there were declines in both Shoal Grass and Manatee Grass. Two monitoring sites, Pennock Point and Sand Bar, experienced the lowest August seagrass presence on record (bottom panel in figure below). Both sites have been on a declining trend for a few years. For now, it appears North Bay has been holding steady while the Inlet site continues to be the lone bright spot in the estuary with stable to increasing presence of seagrass.



Figures above display current and historical seagrass percent occurrence for the month of August by dominant species (top panel) and by site (bottom panel).

## Volunteer Water Quality Monitoring Program

The Volunteer Water Quality grade for August was a “B”. The significant rainfall in our area reduced the salinity in the river on the ebb tides. This was reflected in the “poor” salinity scores for sites 10 (Jupiter Inlet) and 60.1 (Tequesta Boat Ramp).



	Averaged results for the Month							Monthly Cumulative Grades						Cumul. Monthly	
Site	Temp (F)	Secchi	Salinity	pH	DO	DO%	Color	Vis	Salt	pH	DO	DO%	Color	Score	Grade
LR10V	29.7	4.80	31.5	8.1	6.1	95.5	1.0	A	D	B	B	B	A	86.1	B
LR22V	28.5	0.10	36.0	8.0	5.4	85.5	1.0	VAB	A	A	A	A	A	100.0	A
LR60.1V	27.8	0.75	11.0	8.2	5.4	73.1	1.0	VAB	F	A	A	C	A	80.0	B
Average	28.6													89.5	B

VAB (Visible at Bottom)

DO (Dissolved Oxygen)

ND (No Data)

*Summary of results from the Volunteer Water Quality Monitoring Program.*

## Customer Service

### Payment Processing

With the 3<sup>rd</sup> Quarter bills due on August 18, our short-staffed customer service team was very busy processing 19,865 payments totaling over \$2.7M. We set a new record of nearly 8,600 automatic payments that resulted in our first single-day processing of over \$1M in payments. Kudos goes out to the Customer Service Team for their hard work, and to Cindy D (now in Engineering) for helping, as we hire Cindy's replacement.

## Information Technology (IT)

### SQL Database Server Upgrades

The IT staff performed a multi-step upgrade on our production servers to the latest supported versions. Performing these upgrades allows us to update all our applications to the latest supported software version including our CMMS (work order system) and our GIS (maps).

### New Redundant Host Server

As part of our initiative to improve performance and add resiliency to our database systems, we have setup a second host server that will provide redundancy to many of the applications that are mission critical such as CMMS (work order system), GIS (maps) and file server. In the event of critical hardware failure, these mission critical applications can failover to whichever host server is still operational.


# Loxahatchee River Environmental Center

## September 2021

### River Center Summary Statistics



## LRD'S ENVIRONMENTAL STEWARDSHIP DASHBOARD

		Environmental Stewardship Impact  [%ES Impact = (Total Visitors x ES Index)/Monthly Target]	Environmental 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 9]	% 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	76%	90%	152%	88%	4.8	7.3	90%	194%
2019 Baseline		134%	7.3	44%	83%	121%	124%	4.7	7.8	97%	128%
2020 Baseline		62%	7.6	28%	50%	70%	65%	4.6	7.8	81%	103%
2020	Aug	0%	0.0	0%	0%	20%	0%			87%	19%
	Sept	42%	7.9	9%	35%	27%	0%	4.1	8.4	74%	19%
	Oct	33%	8.0	19%	26%	83%	13%	4.8	7.9	62%	76%
	Nov	79%	6.5	48%	46%	67%	60%	4.7	6.9	71%	104%
	Dec	95%	8.1	44%	51%	84%	105%	4.7	7.9	74%	81%
2021	Jan	89%	8.1	50%	65%	80%	92%	4.6	7.9	88%	92%
	Feb	130%	8.1	65%	84%	67%	89%	4.6	7.5	74%	101%
	Mar	304%	8.4	99%	86%	68%	275%	4.6	7.9	78%	85%
	Apr	166%	8.6	134%	83%	123%	320%	4.8	7.7	84%	89%
	May	135%	8.0	92%	84%	112%	270%	4.4	7.9	89%	72%
	June	312%	8.1	142%	106%	115%	328%	4.6	8.0	96%	51%
	July	371%	8.1	205%	87%	154%	579%	4.5	8.1	115%	49%
	Aug	355%	8.1	160%	85%	175%	330%	4.7	8.0	107%	86%
Consecutive Months at Green		9	9	6	7	5	6	12	12	0	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
Expenses	Target may be incorrect due to Covid predictions, but we did spend money on supplies on in-person fieldtrips as opposed to virtual. We are at only 85% of our overall budget for the year.
Revenue	We have half as many slots available for field trips as we do in a normal year, so that impacts revenue. Also, the groups that are coming are smaller than usual.

## River Center General

### ***River Center General Maintenance***

The River Center was closed for one week to accommodate buffing of the acrylic on the coral reef, dock piling and seagrass exhibits. This closure allowed for staff to cleanup from summer activities and prepare for our upcoming Fall programming.

### ***Special Programs***

#### ***Kayak Tour [Tuesday, August 3rd]***

On Tuesday, August 3<sup>rd</sup>, River Center naturalists conducted a 2-hour guided kayak tour at the Loxahatchee Slough Natural Area with 2 staff members and 7 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 roseate spoonbills, alligators, river turtles, Florida gar, and other fishes.



#### ***LRD Connections:***

- ***Water Supply*** – *Natural areas like this, and especially with healthy, functioning wetlands, are critical in recharging local, surficial aquifers from which much of our water supply is obtained.*
- ***Solid waste*** – *Often times we may find garbage along our waterways when we are kayaking. Cypress tree roots can trap plastic bags and large debris. The Loxahatchee River District encourages our kayakers to bring a bucket or a bag and safely collect garbage to leave our habitats better than we find them.*

#### ***Northern Palm Beach Cultural Alliance [Friday, August 13<sup>th</sup>]***

On Friday, Aug. 13th the River Center hosted the Northern Palm Beach Cultural Alliance August meeting. The Northern Palm Beach Cultural Alliance represents an array of cultural venues and organization that serve to inspire residents and visitors in the cultural arts while growing our local economy and enhancing our quality of life. These entities serve to enrich our lives, entertain us, deepen our connections, challenge our beliefs, and add knowledge and beauty to our everyday lives. From theatre, music, historical landmarks, ocean science, creative arts, galleries, and lectures, to outdoor art festivals, culinary events, dance performances and photography, the Northern Palm Beaches is home to wealth of cultural opportunities that we support and serve to enhance our quality of life. Affiliate members have a deep affection for the arts and work alongside of us to promote our cultural industry and to give our venues visibility and community recognition. We were so excited to welcome people to the center both in person and virtually.



## Blooming in the Garden

On August 14<sup>th</sup> the River Center hosted a Blooming in the Garden early learner family program. The theme this month was “Looking at Leaves” and included a story, an interactive activity about different leaves from trees in the garden, and leaf rubbings. Families got the opportunity to explore the River Center’s pollinator garden to find butterflies, caterpillars, millipedes, and spiders. We had 7 children and 5 adults enjoy a morning learning and exploring nature in our own backyard.



### ***LRD Connections:***

- **Water Supply** – Students learned about water conservation efforts including planting native plants, right plants/right place, and proper watering practices.

## ***Courtyard Gardens Resident Visit***

On Wednesday, August 25<sup>th</sup> the River Center held an adult program for Courtyard Gardens. This organization is a retirement and rehabilitation facility located in Jupiter. This was their eighth visit over the span of nine years. It was an opportunity for a nice day out, enjoying the aquariums and exhibits at the center, walking through the migratory bird and butterfly garden, and having a picnic lunch at the park. The eleven residents and three staff members even got the chance to experience a touch tank with urchins, conchs, and sea stars.

### ***LRD Connections:***

- **Water Supply:** Residents learned about our drinking water supply, wastewater, and irrigation quality water. They learned how all the different habitats on the Loxahatchee River are important to the groundwater supply, the aquifers, as well as the human community.



## ***Upcoming River Center Events***

RSVP at [www.lrdrivercenter.org/events-calendar](http://www.lrdrivercenter.org/events-calendar)  
[rivercenter@lrecd.org](mailto:rivercenter@lrecd.org) or 561-743-7123

**Every Thursday, 9:30 a.m. – 10 a.m. – Story time:** Join the River Center outside in the Chiki hut for Story Time. Families are welcome as we read stories and have an animal encounter.

**September 11, 5 p.m. – 7 p.m.: Kayaking Tour: Pine Glades Natural Area:** The River Center is hosting a sunset kayak tour on Saturday, Sept. 11th from 5:00 pm – 7:00 pm. Launching from Pine Glades Natural Area, guests will paddle along through a beautiful marsh. Keep your eyes sharp, as this is a great area for birding. All equipment is provided. Interested participants should bring water, water shoes and anything that will make them comfortable in nature.

**September 18, 8 a.m. – 4 p.m.: Boating Safely Class:** *Due to COVID restrictions, the U.S. Coast Guard Auxiliary is now conducting their classes online over a 2-day period. The River Center provides administrative support as well as promotion of the classes.* The River Center continues to collaborate with the US Coast Guard Auxiliary “Flotilla 52” to provide a series of Boating Safely Classes targeted specifically to young boaters in our community. These classes are provided through a generous sponsorship by the AustinBlu Foundation, a not-for-profit dedicated to raising awareness and promoting educational programs to improve boater safety. Recommended for children 12 years and up.

**September 18, 9 a.m. – 11 a.m. International Coastal Cleanup:** On Saturday, September 18th the River Center is hosting the International Coastal Cleanup which includes a massive removal of litter and illegal dumping from our public spaces – neighborhoods, roadways, waterways, parks, schools, etc. This cleanup is from 9:00 am – 11:30 am in Coral Cove Park. Interested participants should bring a refillable water bottle, closed toed shoes, sunglasses, and a hat. Help us reduce our waste by bringing a bucket and garden gloves!

**September 15<sup>th</sup>, 22<sup>nd</sup>, & 29<sup>th</sup> 4 p.m. – 5 p.m.: Science with Sam:** On select Wednesdays from 4:00 pm – 5:00 pm, join our Scientist Sam for different science activities for our K-5th grade aged children. Activities will include garden exploration and hand-on opportunities with wildlife. Each month has a different theme!

Upcoming themes are:

9/15 – Sharks

9/22 – Wonders of Water

9/29 – Weather Watchers

**September 24, 10:30 a.m. – 12 p.m.: Homeschool Workshop: Sea Urchin Lab:** Students get an introduction into the scientific method and discussion on observation driven experiments using live animals. Students will participate in an activity to learn how sea urchins survive in their environment; compare them to other aquatic species, and the adaptations necessary for their survival.

**September 25, 10 a.m. – 11:30 a.m.: Blooming in the Garden:** Join the River Center for our Blooming in the Garden program, designed for children ages 3-6. The program will start at 10:00am at the River Center Fire Pit with a story time and a garden themed craft. We will then move to our garden for a garden themed hands-on activity. When it’s time to go home, children will receive seeds to take home to start their own garden! So don’t miss this exciting opportunity for your little ones to enjoy nature!





# 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

### MEMORANDUM

**TO:** GOVERNING BOARD  
**FROM:** D. ALBREY ARRINGTON, PH.D.   
**DATE:** AUGUST 11, 2021  
**SUBJECT:** ENVIRONMENTAL EDUCATION WORKSHOP

At your July 15, 2021 public meeting, the Board requested and scheduled a public Workshop to discuss the scope of LRD'S environmental education facilities and programs. The following document is provided to give you insight into our existing environmental education program and facilities and to help you see the vision I have for these programs and facilities.

At the workshop, I intend to review the attached document, provide a presentation addressing key program elements, and discuss schedule and costs moving forward.

I look forward to an engaging discussion and answering your questions.

2500 Jupiter Park Drive  
Jupiter, Florida 33458

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Water Reclamation - Environmental Education - River Restoration

## Discuss the Scope of LRD’S Environmental Education Facilities and Programs

**Environmental Education Mission:** *To foster a sense of environmental stewardship for the Loxahatchee River’s diverse watershed with quality education programs, exhibits, and meaningful events.*

**Environmental Education Philosophy:** *Environmental stewardship (community led protection and conservation) of the river is accomplished by connecting people to the river. If a person explores the river, experiences it, and connects with it in a personal way, they will value the river. When a person values the river, they will invest their time, effort, and resources to protect it.*

**Environmental Education Tagline:** Explore | Experience | Connect

**Authority:** The legislature recently revised Chapter 2021-249, Laws of Florida (LRD enabling act) to include environmental education as an explicitly enabled power. “*Section 6. In order to effectuate the purposes of this act, the district acting through the Board shall have the power to: (28) Conduct environmental education as necessary and appropriate to minimize damage to the area’s resources and environment, to prevent additional environmental problems from being created, and to provide education regarding solutions to existing problems.*”

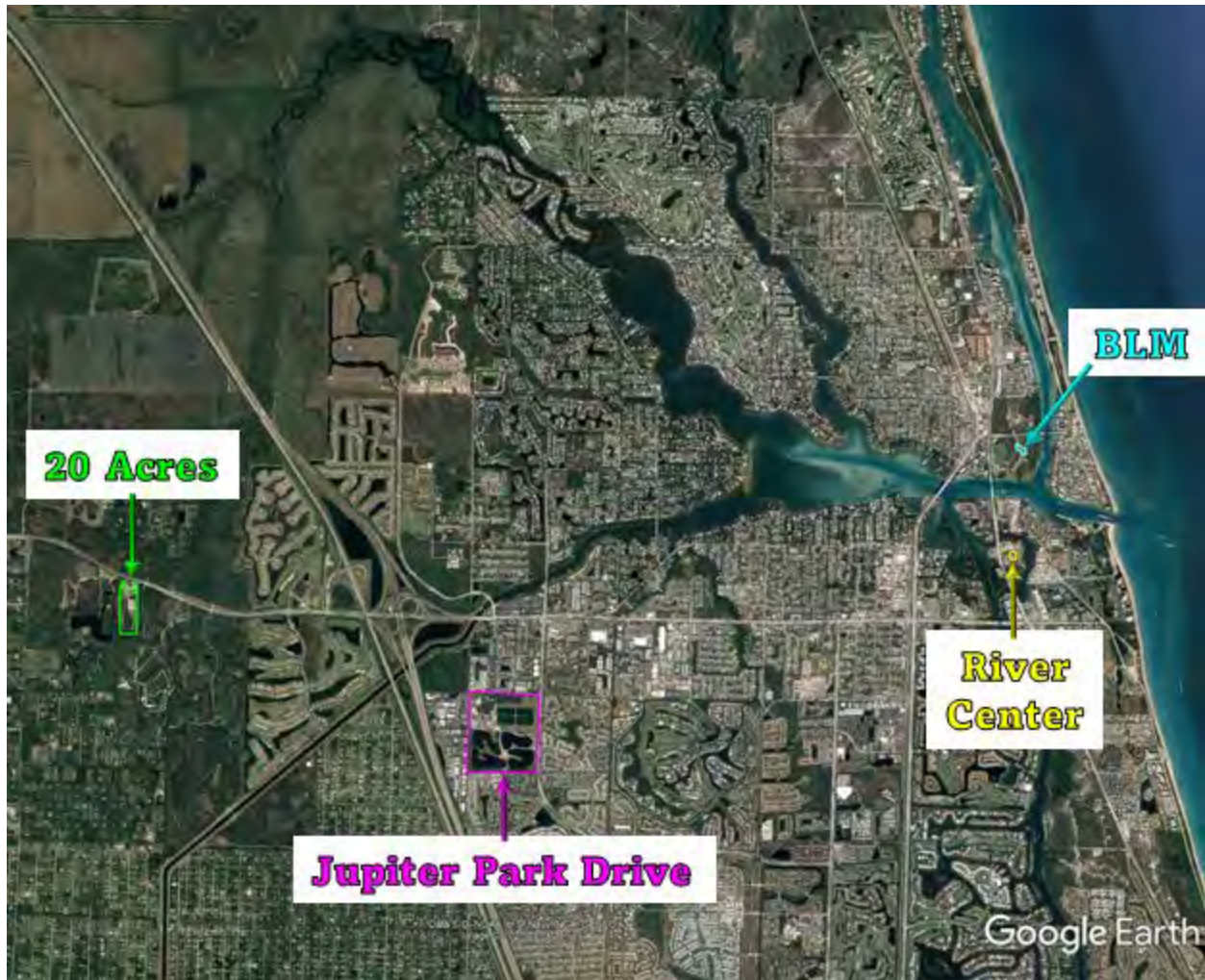
The Loxahatchee River Management Coordinating Council, an exhaustive list of agencies affecting the river, has deemed environmental education as an important aspect of LRD’s work.

### Facilities

1. River Center (existing lease)
2. Bureau of Land Management (planned partnership)
3. 20 Acres (existing LRD property with environmental education potential)
4. 2500 Jupiter Park Drive (existing LRD property with environmental education potential)

### Programs (categorized and ranked by impact)

- |   |   |
|---|---|
| <p>A. Large Groups</p> <ol style="list-style-type: none"><li>a. School field trips</li><li>b. Camp field trips</li><li>c. Homeschool field trips</li><li>d. Lectures</li><li>e. Plant tours</li><li>f. Boating safely</li><li>g. Virtual programming</li></ol> <p>B. Families</p> <ol style="list-style-type: none"><li>a. Storytime</li><li>b. Blooming in the Garden</li><li>c. Science with Sam</li></ol> <p>C. Outdoor</p> <ol style="list-style-type: none"><li>a. Summer camp</li><li>b. Nature hikes</li></ol> | <p>c. Kayak tours</p> <p>d. Boat trips</p> <p>e. Seining &amp; Dip-netting</p> <p>f. Fishing clinics</p> <p>D. Events</p> <ol style="list-style-type: none"><li>a. Girl Scout programs</li><li>b. Fishing tournaments</li><li>c. Pollinator festivals</li><li>d. Campfire events</li></ol> <p>E. Skilled</p> <ol style="list-style-type: none"><li>a. Interns</li><li>b. Volunteers</li><li>c. Teacher engagement</li></ol> |
|---|---|



**Figure 1.** Location of LRD existing, proposed, and potential environmental education facilities. Existing environmental education facilities include the River Center, owned by Palm Beach County and located within Burt Reynolds Park. The River Center lease is scheduled to expire on March 12, 2027. Jupiter Park Drive is the LRD’s main campus and includes the regional wastewater treatment facility, IQ Water storage lakes, and the current Busch Wildlife Sanctuary campus. 20 Acres is owned by LRD and contains the LRD’s former effluent disposal lake, i.e., prior to 1986 advanced treated effluent was pumped out to this lake and discharged offsite to flow down the Northwest Fork of the Loxahatchee River. BLM represents the two houses located within the Bureau of Land Management’s Jupiter Inlet Lighthouse Outstanding Natural Area that have been provided to LRD via an executed agreement with an initial 10-year term and subsequent 5-year renewals, viz.: *“both parties expect that the terms in this agreement will be renewed every 5 years so that they will not expire.”*

## ENVIRONMENTAL EDUCATION BUDGET RAMIFICATIONS

### FY2021 (current fiscal year)

**Operating Expenses:** \$513,050 budgeted under operating expenses for conducting LRD's environmental education programs and operating LRD's environmental education facilities. This represents 3.2% of our total operating expenses.

**Capital Improvements River Center:** \$0 budgeted under capital improvement.

**Capital Improvements BLM House Demo and Construction:** \$100,000 budgeted under capital improvement for site planning and design; \$32,000 anticipated to be expended by end of fiscal year.

**Capital Improvements 20 Acres:** \$250,000 budgeted under capital improvement for site planning and design; \$129,000 anticipated to be expended by end of fiscal year. Costs for this project are split between utility costs (61%) and environmental education costs (39%). Utility costs are attributable to recovery of the site from a wastewater disposal facility, i.e., capping sediments in the effluent disposal lake, improving stormwater capture and treatment, and getting the site to a standard that will be easy to manage and maintain.

**Capital Improvements 2500 Jupiter Park Drive:** \$50,000 budgeted under capital improvement for site planning; hardly any funds will be expended this fiscal year. Costs for this project are only marginally attributable to environmental education efforts (i.e., exploring passive outdoor recreation opportunities).

### FY2022 (budget in development)

**Operating Expenses:** \$554,710 budgeted under operating expenses for conducting LRD's environmental education programs and operating LRD's environmental education facilities. This represents 3.3% of our total operating expenses.

**Capital Improvements River Center:** \$0 budgeted under capital improvement.

**Capital Improvements BLM House Demo and Construction:** \$500,000 budgeted under capital improvement to comprehensively implement site improvements and building renovations. Expected completion November 2022.

**Capital Improvements 20 Acres:** \$250,000 budgeted under capital improvement to produce Final Conceptual Master Plan expected March 2022.

**Capital Improvements 2500 Jupiter Park Drive:** \$250,000 budgeted under capital improvement for site planning.

### FY2023 & Beyond

**Operating Expenses:** maintain environmental education operating expenses below 5% of our total operating expenses.

**Capital Improvements:** phase projects and obtain external grant funds to constrain environmental education capital improvement costs to an acceptable level.



My vision for our environmental education facilities and programs:

Fiscal Year	River Center	BLM	20 Acres	2500 JPD
2021	Open	Site planning: 1. site work (parking) 2. building renovations 3. landscaping	Site planning: 1. site civil & stormwater improvements 2. environmental education facilities	Begin site planning: 1. utility features 2. public access opportunities
2022	Open	Construction of: 1. site work (parking) 2. building renovations 3. landscaping	Site planning: 1. site civil & stormwater improvements 2. environmental education facilities	Complete site planning: 1. utility features 2. public access opportunities
2023	Open	Site fully functional as satellite facility and primary home for summer camp.	Construction of general site and stormwater improvements	Improve on-site passive outdoor recreation facilities, e.g., walking trails by lakes <i>*BWS vacates site</i>
2024	Open		Additional work TBD and sequenced as approved by Governing Board	Additional work TBD
2025	Open			
2026	Open			
2027	Closing		Facility improves functions lost due to closure of River Center	
2028	Decommissioned			

## LRD environmental education programming by location:

Programming	River Center	BLM	20 Acres	JPD
Projected schedule	Close 2027	Open 2022	Open 2027	TBD
<b>Large Groups</b>				
1. School field trips	Primary	Secondary	Primary	
2. Camp fieldtrips	Primary	Secondary	Primary	
3. Homeschool fieldtrips	Primary	Secondary	Primary	
4. Lectures	Primary	Secondary	Primary	
5. Wastewater treatment tours				Primary
6. Boating safely	Primary		Primary	
7. Virtual programming	Primary	Secondary	Primary	
<b>Families</b>				
1. Storytime	Primary		Primary	
2. Blooming in the garden	Secondary	Primary	Secondary	
3. Science with Sam	Secondary	Primary	Primary	
<b>Outdoor</b>				
1. Summer camp	Secondary	Primary	Secondary	
2. Nature hikes	Secondary	Primary	Primary	Passive
3. Kayak tours	Primary	Secondary	Primary	
4. Boat trips	Primary		Primary	
5. Seining & dip-netting	Primary		Primary	
6. Fishing clinics	Primary	Secondary	Primary	
<b>Events</b>				
1. Girl Scout programs	Primary	Secondary	Primary	
2. Fishing tournaments	Primary		Primary	
3. Pollinator festivals	Primary	Secondary	Primary	
4. Campfire events	Primary	Secondary	Primary	
<b>Skilled</b>				
1. Interns	Primary	Secondary	Primary	
2. Volunteers	Primary	Secondary	Primary	
3. Teacher engagement	Primary	Secondary	Primary	Secondary





# LOXAHATCHEE RIVER DISTRICT

## *Celebrating 50 Years, 1971-2021*

### MEMORANDUM

D. Albrey Arrington, Ph.D.  
EXECUTIVE DIRECTOR

To: D. Albrey Arrington, Ph.D., Executive Director  
From: Travis Bains, CSHO, ENS, Safety Compliance Officer  
Date: September 8, 2021  
Subject: District Safety Report for August 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: August 2021

OSHA recordable injuries: None

Lost time injuries: None

Actual TRIR: 1.3

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.*

#### NIOSH HIERARCHY OF CONTROLS



#### Hierarchy of Controls

The hierarchy of controls is a foundational concept for solving everyday hazards while conducting job hazardous analysis (JHA). It consists of five ways to mitigate or eliminate a hazard that are ranked in order of effectiveness and, therefore, preference.

1) Elimination is the first and most effective control and often involves

physically removing a hazard. 2) Substitution is the act of replacing a given hazard with something less hazardous, normally done with hazardous chemicals. 3) Implementing engineering controls involves isolating people from a hazard or placing a barrier between them. These types of controls generally take time to produce and implement. In the meantime, administrative controls and PPE may be appropriate supplements. 4) Administrative controls, which involve changing the way people work or act, include changes in policy or procedures to reduce or minimize hazard exposure. The downside is that compliance is needed for administrative controls to be effective — and human beings are rarely perfect at compliance. 5) PPE — such as gloves, masks and protective clothing that put a barrier between the worker and the hazard — is the least effective control. However, it is most widely used in all applications of the hierarchy. Despite the fact that PPE is at the bottom of the hierarchy, it is a major focus while conducting an JHA. This is because, similar to administrative controls, PPE can be implemented quickly if it is available. The safety hierarchy of controls pyramid is a systematic workflow to provide the most effective control measure to workplace hazards. The tool is used widely around the world and prescribes a method to always begin with eliminating any hazards that you identify in your workplace.

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## **Training**

Safety Officer assisted construction, collections, and maintenance crews in identifying fall hazards and the importance of safety inspections prior to use of ladders, fall protection and fall protection equipment. This month the District Safety Officer worked with crews to conduct targeted hazard analyses for the following projects:

### **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), environmental hazardous/aerosols (Raid-like bug killers), ladder placement, cuts/scraps (proper gloves), electrical hazards (lockout/tagout)

Job Hazard Analysis: Permitted Confined Space, Atmospheric Hazards, Depth of well safety (ladder safety).

Job site safety assessment conducted.

### **Pump maintenance (Collections)**

Primary hazards: crane set-up and soil stabilization (crane pad mats), inspection of rigging, proper lifts and rigging, commination and correct crane lift hand signals, pinch points, stored electrical hazards, cuts/scraps (proper gloves), strains (back strain and proper lifting).

Job Hazard Analysis: toolbox talk and Lock out/Tag out

Job site safety assessment conducted.

### **Cleaning Back-Wash Pit (Collections/Maintenance)**

Primary hazards: high-pressure water spray, power tool inspections, wet/slippery conditions, falls/ladder, environmental hazards, communication.

Job Hazard Analysis: toolbox talk.

Job site safety assessment conducted.

### **Cleaning Wet Well and Inspections (Collections and Construction)**

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), environmental hazardous/aerosols (Raid-like bug killers), ladder placement, cuts/scraps (proper gloves), electrical hazards (lockout/tagout)

Job Hazard Analysis: toolbox talk.

Job site safety assessment conducted.

Everything has the potential to harm. It only takes that brief time in a workday for the potential to happen. When identifying simple hazards, situational awareness has been applied. Reaching beyond the simple hazards, what are the more complex items that are present of JHA's. Reminding District employees of the 4 Q's:

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

**Safety Quote of the month:** *"Make safety your priority."*



# 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: September 14, 2021  
SUBJECT: Consultant Payments

**Stephen B. Rockoff**  
BOARD MEMBER

**Dr. Matt H. Rostock**  
BOARD MEMBER

The following amounts have been reviewed and approved for payment to our consultants for work performed during the prior month.

**James D. Snyder**  
BOARD MEMBER

	<u>Prior Month</u>	<u>Fiscal YTD</u>
Shenkman, PA	\$19,765.00	\$121,904.40
Baxter & Woodman	\$20,626.68	\$154,722.71
Carollo	\$0.00	\$142,177.55
Chen Moore	\$0.00	\$47,047.35
Holtz	\$13,383.05	\$247,594.93
KCI	\$19,797.29	\$90,444.11

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

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# Future Business

## General

- Annual Purchase Orders
- Employee Health Insurance

## Neighborhood Sewering:

- Preliminary Assessment SE Hobart Street

## Future Contracts:

- Green House Gas Study
- Construction Contract for Injection Well Pump Station Generator Connection

## Potential Workshops:

- Discussion of 20 Acres Site Plan
- Discussion of 2500 Jupiter Park Dr Site Plan

