



LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

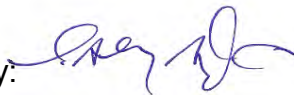
D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

REVISED AGENDA
REGULAR MEETING #02-2022
FEBRUARY 17, 2022 – 7:00 PM AT DISTRICT OFFICES
ALSO, THE MEETING WILL BE AVAILABLE TO THE PUBLIC ONLINE AT:
LOXAHATCHEERIVER.ORG/PUBLICMEETING

1. Call to Order & Pledge of Allegiance
2. Administrative Matters
 - A. Roll Call
 - B. Previous Meeting Minutes Page 4
 - C. Additions and Deletions to the Agenda
3. Comments from the Public
4. Status Updates
 - A. Loxahatchee River Watershed Page 10
 - B. Loxahatchee River District Dashboard Page 11
5. Consent Agenda (see next page) Page 12
6. Regular Agenda
 - A. Consent Agenda Items Pulled for Discussion
 - B. Draft Audit for Fiscal Years 2020 & 2021 Page 81
 - C. LS018, LS041, LS050 and LS054 Main Lining Contract Page 156
 - D. Revision of LRD Rule Chapter 31-3 Regulations for Sewer Systems Page 171
 - E. Discussion of Chapter 31-10, Schedule of Rates, Fees and Charges Page 180
(Rate Study)
 - F. Drug & Alcohol Testing Policy For DOT-Covered Commercial Drivers Page 187
 - G. Drug-Free Workplace Policy Page 211
7. Reports (see next page) Pulled for Discussion
8. Future Business Page 277
9. Board Comments
10. Adjournment

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

Submitted by: 
Date: February 8, 2022

James D. Snyder
CHAIRMAN

Gordon M. Boggie
BOARD MEMBER

Stephen B. Rockoff
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

5. CONSENT AGENDA

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

- A. Central Blvd and Jupiter Park Drive Intersection Improvements – to approve Interlocal Agreement [Page 13](#)
- B. Preliminary Assessment 181st Street – to approve assessment [Page 38](#)
- C. LS160 and 296 Emergency Generator and ATS – to approve purchase [Page 45](#)
- D. Environmental Education COVID-19 Policy – to approve policy [Page 56](#)
- E. General Services Contract – Electrician Services – to award contract [Page 63](#)
- F. Replacement Grit Classifier and Hydrocyclone Unit – to authorize purchase [Page 65](#)
- G. Customer Information and Billing system, Payment services, and Print & Mail services solution – to award contract [Page 71](#)
- H. Fixed Asset Disposal – to approve disposal [Page 78](#)
- I. Change Orders to Current Contracts – to approve modifications [Page 79](#)

7. REPORTS

- A. Neighborhood Sewering [Page 227](#)
- B. Legal Counsel's Report [Page 229](#)
- C. Engineer's Report [Page 232](#)
- D. Busch Wildlife Sanctuary [Page 240](#)
- E. Director's Report [Page 241](#)



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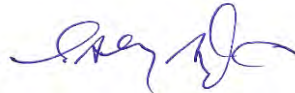
D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

AGENDA PUBLIC HEARING #01-2022 FEBRUARY 17, 2022 - 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 Revision of LRD Rule Chapter 31-3 Regulations for Sewer Systems
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: February 7, 2022

James D. Snyder
CHAIRMAN

Gordon M. Boggie
BOARD MEMBER

Stephen B. Rockoff
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER



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D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

TO: Governing Board
FROM: Recording Secretary
DATE: February 11, 2022
RE: Approval of Meeting Minutes

Attached herewith are the minutes of the Regular Meeting of January 20, 2022. As such, the following motion is presented for your consideration:

“THAT THE GOVERNING BOARD approve the minutes of the January 20, 2022 Regular Meeting as submitted.”

James D. Snyder
CHAIRMAN

Gordon M. Boggie
BOARD MEMBER

Stephen B. Rockoff
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
REGULAR MEETING - MINUTES
JANUARY 20, 2022

1. CALL TO ORDER

Chairman Boggie called the Regular Meeting of January 20, 2022 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
Mr. Snyder
Mr. Boggie

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

Consultants in attendance were Mr. Curtis Shenkman and Mr. Hunter Shenkman, Ms. Graybill from Kimley-Horn, Courtney Marshall from Baxter & Woodman (via GotoWebinar).

B. PREVIOUS MEETING MINUTES

The minutes of the Regular Meeting of December 16, 2021 were presented for approval and the following motion was made.

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

“THAT THE GOVERNING BOARD approve the minutes of the December 16, 2021 Regular Meeting as submitted.”

C. ADDITIONS & DELETIONS TO THE AGENDA

Staff recommended deletion of Item 5C. LS160 and 296 Emergency Generator and ATS – to approve purchase

Staff recommended pulling items 5E and 5F from the Consent Agenda for discussion.

D. ELECTION OF OFFICERS

"THAT THE GOVERNING BOARD elect: Mr. Snyder to serve as Chairman, Dr. Rostock to serve as Vice Chairman, Mr. Rockoff to serve as Treasurer, and Mr. Boggie to serve as Secretary of the Governing Board of the Loxahatchee River Environmental Control District."

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

3. COMMENTS FROM THE PUBLIC

No comments from the public were received.

4. STATUS UPDATES

A. LOXAHATCHEE WATERSHED STATUS

Mr. Howard summarized the Wet Season.

B. LOXAHATCHEE RIVER DISTRICT DASHBOARD

Dr. Arrington reviewed the District Dashboard.

5. CONSENT AGENDA

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

"THAT THE GOVERNING BOARD approve the Consent Agenda as revised of January 20, 2022 as presented."

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

A. Authorization to Execute Reports

"THAT THE GOVERNING BOARD approve Resolution 2022-01 authorizing specific signatures for execution of all reports required under the Florida Statutes."

B. Employee Retirement Plan Trustee Designation

"THAT THE GOVERNING BOARD elects Dr. Matt Rostock to serve as Trustee for the Loxahatchee River Environmental Control District Money Purchase Plan and Trust."

C. Replacement of Unit 15 Vacuum Truck – to approve purchase

“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to issue a purchase order “piggy-backed” on Sourcewell Contract # 122017 with Environmental Products Group for a Vactor Model 2100 in the amount of \$423,151.30.”

D. Fixed Asset Disposal – to approve disposal

“THAT THE GOVERNING BOARD authorize the Executive Director to dispose of tangible personal property asset tag numbers 2231, 2372, and the items from aggregated assets listed in the schedule above in accordance with the District’s Disposal of Surplus Tangible Personal Property Policy.”

6. REGULAR AGENDA

A. CONSENT AGENDA ITEMS PULLED FOR DISCUSSION

5E. Drug Free Workplace Policy and 5F. DOT Drug Test Policy

Dr. Arrington introduced the draft Drug Free Workplace Policy and draft Drug and Alcohol Testing Policy for DOT-Covered Commercial Drivers and explained staff’s desire to update these policies. Board Member discussion expressed the desire to reconsider elements of these policies as drafted. The mandatory termination of an employee that tests positive was identified as a particular concern. Board Members appeared to prefer revising “will terminate” (i.e., a one strike provision) to language that would allow discipline “up to and including termination” for policy violations. Board Member discussion appeared to support, as appropriate, a second chance but not a third, fourth, and fifth chance. Board discussion identified suspension as a potential alternative to termination, potentially allowing employees (our most valuable asset) to seek treatment prior to or following a positive test. Additionally, Board Members voiced concern for employees that may struggle with a substance abuse issue and identified our existing substance abuse program as a hopeful solution for employees struggling in this area. Ultimately, Board Members are seeking a clear and fair policy that protects the District and employees. These draft policies were remanded back to staff and HR legal counsel for further revision.

B. Governing Board Appointments and Liaisons

" THAT THE GOVERNING BOARD adopt the revised chart of Governing Board appointments and liaisons for the 2022 calendar year.”

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

C. Headworks Emergency Generator Installation Construction Contract

" THAT THE DISTRICT GOVERNING BOARD award ITB 22-003-00113 to Zabatt, Inc. in the amount of \$68,830.78 and a contingency in the amount of \$6,900.00."

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

D. Renewal of Lift Station Rehabilitation General Construction Services

" THAT THE DISTRICT GOVERNING BOARD authorize the second of three 12 month extensions to ITB 18-005-LSGENCONSTR and authorize a unit price adjustment of 6.8% and an amount not to exceed \$250,000."

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

E. LRD Rule Chapter 31-3 Regulations for Sewer Systems

Dr. Arrington discussed the draft revisions to Chapter 31-3 Regulations for Sewer Systems and noted that proposed revisions and any subsequent revisions deemed necessary will be presented for Board approval next month (February 2022). No motion required

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 Future Business.

9. COMMENTS FROM THE BOARD

Mr. Boggie commented on the recent Busch Wildlife Sanctuary Board meeting. They are making progress on fundraising for their new site, and they are planning on a ceremonial ground-breaking in March 2022. He believes there is risk that they will not be ready to move by March 2023. Dr. Arrington reviewed his goals for 2022 as developed in collaboration with Chair Snyder.

10. ADJOURNMENT

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

“That the regular meeting of January 20, 2022 adjourns at 8:27 PM.”

BOARD CHAIRMAN

BOARD SECRETARY

RECORDING SECRETARY

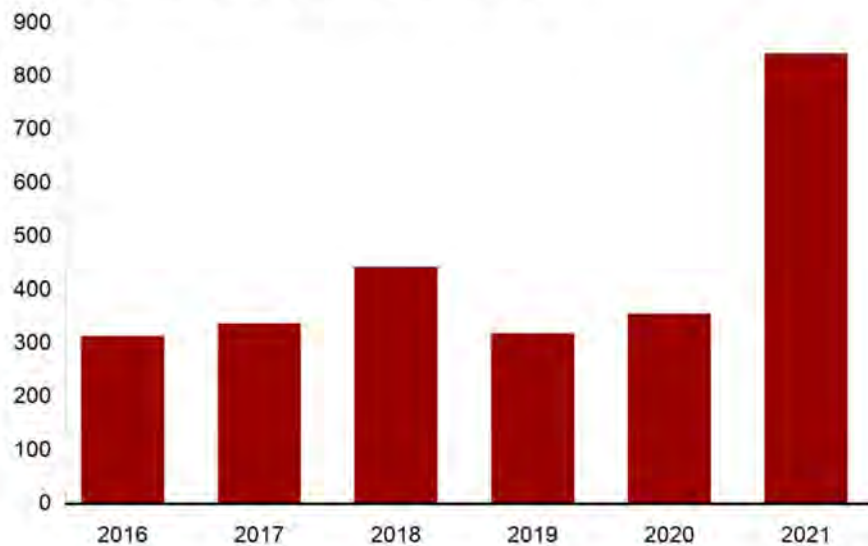


Loxahatchee River Watershed Status Manatee Mortality Event Along The East Coast

This month, Dr. Tom Reinert, Florida Fish and Wildlife Conservation Commission Regional Director for the South Region, will provide an update on the manatee mortality event occurring along the east coast.



Annual manatee deaths in Florida



Source: FWC



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
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
2021 Baseline		113%	16	0.3	1,130	7.1	0	1,294	2	0.2	\$ 40,651,532	97%	89%	79%	-34	0	24.3	3 > 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
	Sept	192%	11	0	357; 0	6.8	0	1,300	1	0	\$ 40,450,479	95%	86%	76%	(61)	0	17.2	6 > 200
	Oct	77%	18	0	1,050; 1	7.0	0	1,221	0	0	\$ 40,516,049	94%	100%	79%	(55)	0	19.3	6 > 200
	Nov	75%	12	0	565; 0	7.4	0	1,164	0	1	\$ 42,924,083	97%	91%	81%	(49)	0	9.9	3 > 200
	Dec	67%	12	0	1,500; 0	7.3	0	1,021	0	0	\$ 42,827,478	106%	98%	78%	(55)	0	18.6	0 > 200
2022	Jan	65%	16	0	25; 0	7.3	0	1,154	0	0	\$ 42,677,604	103%	95%	77%	(42)	0	27.9	4 > 200
Consecutive Months at Green		0	0	5	1	152	9	136	7	2	149	3	10	0	0	9	1	0
Metric Owner		O'Neill	Pugsley	Dean	Dean	Pugsley	Pugsley	Pugsley	Dean	Horchar	Fraraccio	Fraraccio	Fraraccio	Dean	Dean	Howard	Howard	Howard

Metric

Stewardship

Grease Interceptors

Capital Projects (\$)

Capital Projects (time)

River Water Quality

Explanation

Our targets are now 80% of pre-COVID levels, but with the onset of the Omicron variant in our community we have seen attendance and participation once again decline. We are only seeing 30-50% of school students relative to a "normal" (pre-CoVID) month. We have increased our outreach to private and home schools, which bring fewer students.

21 out of 131 grease interceptor inspections resulted in a pump out letter. It appears many facilities with grease interceptors schedule their pump out upon receipt of a pump out letter from LRD. While we would prefer proactive system maintenance, none of these 21 systems were reinspections. So, our compliance letters appear to be serving their purpose.

Capital projects remain on par with where they have been in recent months. See Kris' report for a detailed discussion.

We have achieved a slight improvement from last month, and expect continued improvement in the coming months. See Kris' report for a more thorough discussion of these projects.

High fecal coliform bacteria (>200 cfu/100 ml) were observed at Stations 95 (Jupiter Farms Canal 1), 67 (NW Fork @ Trapper Nelson's dock), 65 (Kitching Creek mouth), and 72 (Loxahatchee River Rd bridge over SW Fork). See Bud's report for additional details.



LOXAHATCHEE RIVER DISTRICT

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D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

TO: Governing Board
FROM: Administration Staff
DATE: February 17, 2022
SUBJECT: Consent Agenda

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

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

- A. Central Blvd and Jupiter Park Drive Intersection Improvements – to approve Interlocal Agreement
- B. Preliminary Assessment 181st Street – to approve assessment
- C. LS160 and 296 Emergency Generator and ATS – to approve purchase
- D. Environmental Education COVID-19 Policy – to approve policy
- E. General Services Contract – Electrician Services – to award contract
- F. Replacement Grit Classifier and Hydrocyclone Unit – to authorize purchase
- G. Customer Information and Billing system, Payment services, and Print & Mail services solution – to award contract
- H. Fixed Asset Disposal – to approve disposal
- I. Change Orders to Current Contracts – to approve modifications

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

The following Motion is provided for Board consideration:

“THAT THE GOVERNING BOARD approve the Consent Agenda of February 17, 2022 as presented.”

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

James D. Snyder
CHAIRMAN

Gordon M. Boggie
BOARD MEMBER

Stephen B. Rockoff
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER



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D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

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

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

DATE: February 8, 2022

SUBJECT: Jupiter Park Drive Improvements Project: Interlocal Agreement and Easement Agreements

The Town of Jupiter is proposing intersection improvements to Jupiter Park Drive and Central Boulevard that include extending the right-hand turn lane on Jupiter Park Drive leading up to Central Boulevard.

To accommodate the Town's proposed intersection improvements the Town has proposed to replace the canal with exfiltration trench connected to portions of the canal and incoming drainage piping as well as provide a wetwell for the District to continue to use onsite pumping equipment for onsite control of stormwater.

The existing canal ownership is shared by the District and the Town, each owning up to the center line of the canal on opposing sides of the canal. As such the District and the Town have work on an interlocal agreement allowing for the Town's proposed improvements as well as additional work at the District's request not required to accommodate the Town's project. The interlocal agreement and supporting documentation is attached for your review.

In addition to the interlocal agreement the Town will require a temporary construction easement and a perpetual drainage easement on the District's property. Easement documents and supporting documentation are attached for your review including the Project Control Sheet and Overall Project Map to show the easements relative to the project and property.

Staff recommend the following motion:

"THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute the Interlocal Agreement Between the Loxahatchee River Environmental Control District and the Town of Jupiter for the Joint Project Participation in the Jupiter Park Drive Improvements Project and the Perpetual Drainage Easement and the Temporary Construction Easement."

James D. Snyder
CHAIRMAN

Gordon M. Boggie
BOARD MEMBER

Stephen B. Rockoff
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

**INTERLOCAL
AGREEMENT**

**INTERLOCAL AGREEMENT BETWEEN THE
LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
AND THE TOWN OF JUPITER FOR
THE JOINT PROJECT PARTICIPATION IN THE
JUPITER PARK DRIVE IMPROVEMENTS PROJECT**

THIS AGREEMENT, hereinafter referred to as the AGREEMENT, made and entered into this _____ day of _____, 2022, by and between the LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, hereinafter referred to as “LRECD”, and the TOWN OF JUPITER, hereinafter referred to as the “TOWN”.

WITNESSETH:

WHEREAS, the LRECD and TOWN are authorized to enter into this AGREEMENT pursuant to Section 163.01, Florida Statutes, as amended, which permits local governmental units to make the most efficient use of their power by enabling them to cooperate with other agencies on a basis of mutual advantage; and

WHEREAS, the TOWN has cause to prepare plans and specifications for the Jupiter Park Drive Improvements Project, herein referred to as the PROJECT; and

WHEREAS, the LRECD has requested the TOWN to include certain scope of work as part of the PROJECT, for or on behalf of LRECD, as further described in Paragraph 2 below, and hereinafter referred to as LRECD WORK; and

WHEREAS, the LRECD and TOWN declare that it is in the public’s interest to incorporate the LRECD WORK into the scope of the PROJECT and under one contract, and

WHEREAS, the TOWN has received bids for the PROJECT, including the LRECD WORK, the lowest of which is herein referred to and included as Attachment “A”;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the TOWN and LRECD do hereby agree as follows:

1. The recitals set forth above are hereby adopted and incorporated herein by this reference.
2. The TOWN agrees to perform the following as related to the LRECD WORK:

A. The TOWN shall include the following described scope of work (hereinafter referred to as LRECD WORK) as shown on Calvin, Giordano & Associates, Inc. plans entitled Intersection Improvements Central Boulevard & Jupiter Park Drive as part of the project. Installation of one concrete structure at +/- Sta. 18+40. Connection of the existing 30” and 12” drainage pipes to the new structure at +/- Sta. 18+40. Connection of 24” HDPE drainage pipe to the structure at +/- Sta. 18+40. Installation of 24” HDPE drainage pipe from +/- Sta. 18+40 to +/- Sta. 21+80. Connection of 24” HDPE drainage pipe to a concrete structure at +/- Sta. 21+80.

- B. The TOWN shall advertise and award a construction contract for the PROJECT in accordance with the TOWN'S procurement procedures. LRECD shall provide consent of associated costs for LRECD WORK by execution of this AGREEMENT.
- C. The Town shall ensure that any Changes to Attachment "A" of this document are approved by LRECD prior to execution of this Agreement by the TOWN. Approval of such changes shall not be unreasonably delayed or denied by LRECD.
3. LRECD agrees to reimburse the TOWN for the LRECD WORK in an amount not to exceed Ninety Two Thousand Five Hundred and Seventy Six Dollars and 28 Cents (\$92,576.28) for items and quantities identified on the Engineers Opinion of Probable Cost, dated January 27, 2022 and as shown in Attachment "A" of this document. LRECD shall have 30 days after receipt of the TOWN's reimbursement invoice to submit payment to the TOWN.
 4. The LRECD shall be responsible for any and all change order costs associated with the work being performed on behalf of the LRECD. The TOWN shall obtain written approval from the LRECD in advance of any change orders issued related to any work being performed on behalf of the LRECD. The LRECD's approval of change orders shall not be unreasonably withheld.
 5. The parties agree to budget sufficient funds for the PROJECT. However, once the construction contract has commenced, it shall be prosecuted to completion and the AGREEMENT shall be binding upon the parties and neither party shall have the right to terminate the subject AGREEMENT for the reason that sufficient funds are not available for the construction project.
 6. TOWN shall indemnify, defend, and hold harmless the LRECD against any actions, claims, or damages arising out of TOWN'S negligence in connection with this AGREEMENT to the extent permitted by law. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement to indemnify the LRECD for the LRECD'S negligent acts or omissions.
 7. The LRECD shall indemnify, defend, and hold harmless the TOWN against any actions, claims, or damages arising out of LRECD'S negligence in connection with this AGREEMENT to the extent permitted by law. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement to indemnify the TOWN for the TOWN'S negligent acts or omissions.
 8. NOTICES: All notices, requests, consents and other communications required or permitted under this AGREEMENT shall be in writing and shall be hand delivered by prepaid express overnight courier/messenger service, or by registered/certified mail to the following addresses:

As to TOWN: Town of Jupiter
Attn: Thomas Driscoll, P.E., Director of Engineering, Parks, and Public Works
210 Military Trail
Jupiter, Florida 33458
Phone: 561-741-2215 Fax: 561-741-2515

As to LRECD: Loxahatchee River Environmental Control District
Attn: D. Albrey Arrington, Executive Director
2500 Jupiter Park Drive
Jupiter, Florida 33458
Phone: 561-747-5700 Fax: 561-747-9929

If either party changes its mailing address or designated recipient for notices, such change shall be communicated in writing to the other party within thirty (30) days of the change.

9. This AGREEMENT shall be construed by and governed by the laws of the State of Florida. Venue for any and all legal actions necessary to enforce the AGREEMENT shall be held in Palm Beach County, Florida.
10. No remedy herein conferred upon any party is intended to be exclusive of any other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
11. This AGREEMENT constitutes the entire contract between the parties hereto and supersedes all prior understandings if any. There are no other oral or written promises, conditions, representations, understandings or term of any kind as conditions of inducement to the execution hereof, and none have been relied upon by either party. Any subsequent conditions, representations, warranties or agreement shall not be valid and binding upon the parties unless they are in writing and signed by both parties and executed in the same manner of the AGREEMENT.
12. In the event any terms or provisions of the AGREEMENT shall be held invalid, such invalid terms or provisions shall not affect the validity of any other term or provision hereof and all other terms and provisions hereof shall be enforceable to the fullest extent permitted by law as if such invalid terms or provisions had never been a part of the AGREEMENT.
13. This AGREEMENT shall become effective upon its execution by the TOWN and LRECD.
14. This AGREEMENT may be terminated in writing by either party if construction has not commenced within eighteen (18) months of execution of this AGREEMENT, by the respective parties.
15. SEVERABILITY

Should any part, term or provision of this AGREEMENT be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day, month and year first above written.

THE TOWN OF JUPITER

The terms and conditions of the foregoing Agreement, to the extent the same are binding upon the Town, are hereby accepted on behalf of the Town of Jupiter by _____ as its duly authorized representative this _____ day of _____, 2022.

BY: _____
_____, Mayor

ATTESTED BY: _____
Laura Cahill, Town Clerk

(TOWN SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
Thomas J. Baird
Town Attorney

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this _____ day of _____, 2022, by, _____ Mayor of the Town of Jupiter. He is personally known to me or has produced a Florida driver's license as identification and did not take an oath.

[NOTARY SEAL]

Signature of Notary Public, State of Florida

Print, Type, or Stamp Name of Notary Public

My Commission Expires: _____

THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

The terms and conditions of the foregoing Agreement, to the extent the same are binding upon the LRECD, are hereby accepted on behalf of the LRECD by _____ as its duly authorized representative this _____ day of _____, 2022.

ATTEST

LOXAHATCHEE RIVER
ENVIRONMENTAL CONTROL
DISTRICT

By: _____
Kris Dean, P.E.
Deputy Executive Director

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

DISTRICT SEAL

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Curtis L. Shenkman, District Attorney

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this _____ day of _____, 2022, by _____, _____. He is personally known to me or has produced a Florida driver's license as identification and did not take an oath.

[NOTARY SEAL]

Signature of Notary Public, State of Florida

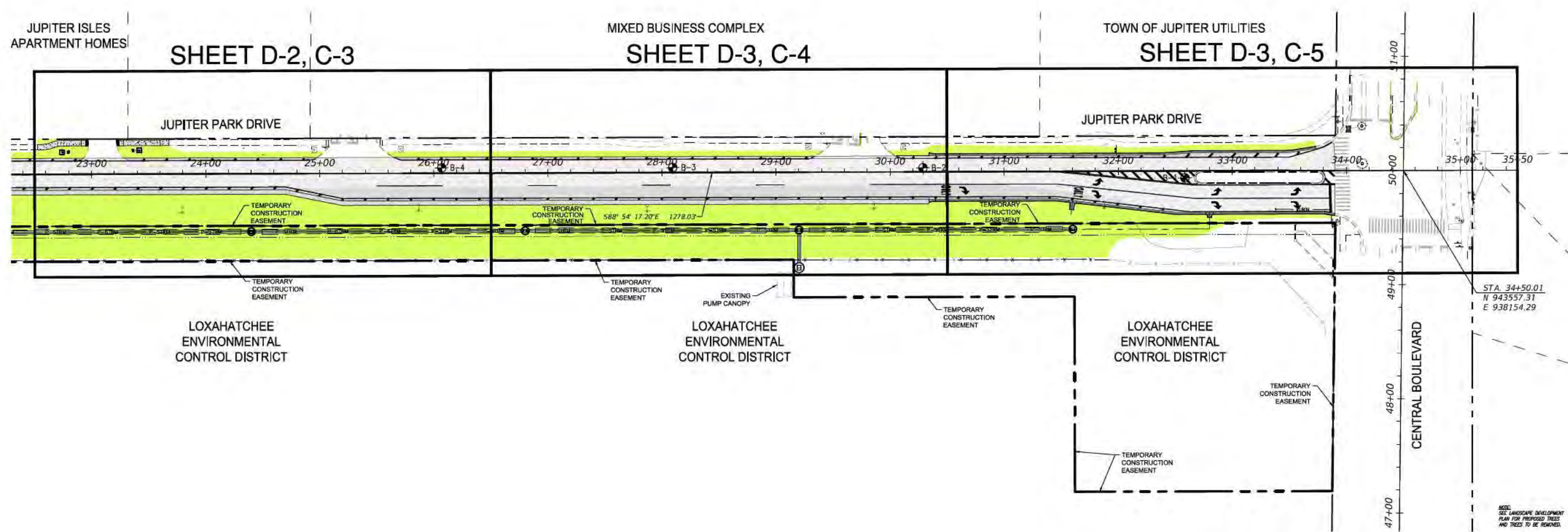
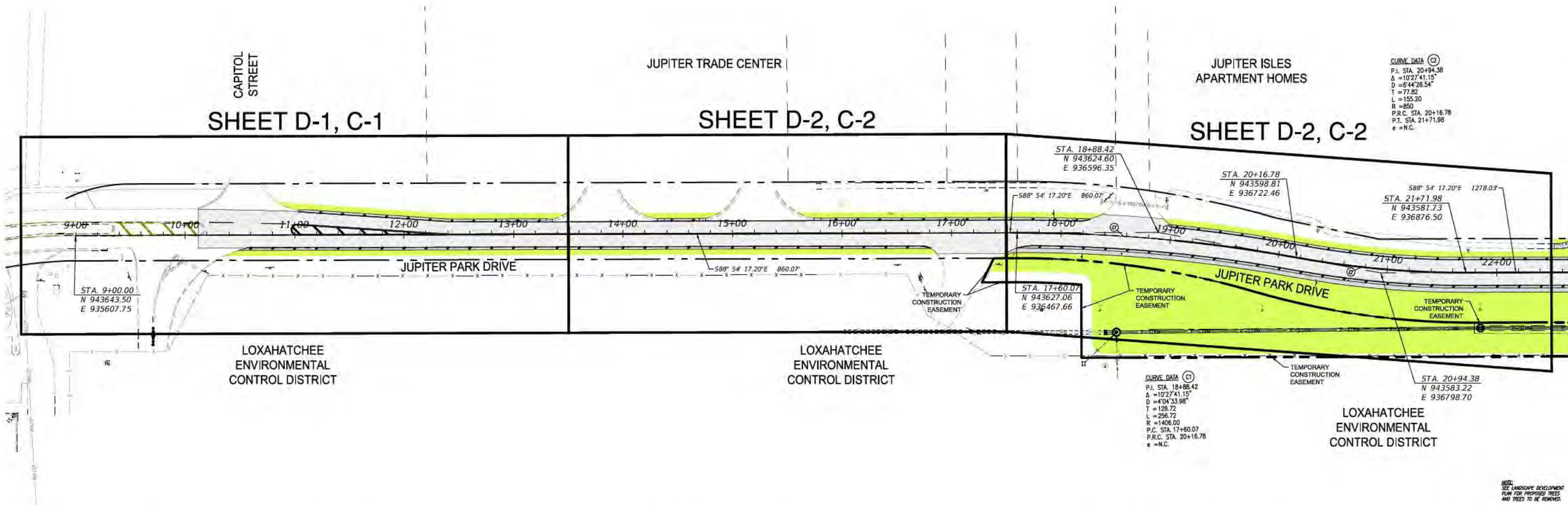
Print, Type, or Stamp Name of Notary Public

My Commission Expires: _____

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ENGINEER'S OPINON OF PROBABLE COST INTERSECTION IMPROVEMENTS - CENTRAL BOULEVARD AND JUPITER PARK DRIVE Date: January 27, 2022											
Pay Item Number*	Pay Item Description*	Town of Jupiter				Loxahatchee River Environmental Control District				Total	
		Estimate Quantity	Unit	Engineer's Unit Cost	Engineer's Subtotal Cost	Estimate Quantity	Unit	Engineer's Unit Cost	Engineer's Subtotal Cost		
	ROADWAY AND GENERAL ITEMS										
101-1	MOBILIZATION AND DEMOBILIZATION	1.00	LS	\$ 46,368.00	\$ 46,368.00	1.00	LS	\$ 4,032.00	\$ 4,032.00	2.00	\$ 50,400.00
102-1	MAINTENANCE OF TRAFFIC	1.00	LS	\$ 11,776.00	\$ 11,776.00	1.00	LS	\$ 1,024.00	\$ 1,024.00	2.00	\$ 12,800.00
104-1	SWPPP - PREVENTION, CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION	1.00	LS	\$ 4,784.00	\$ 4,784.00	1.00	LS	\$ 416.00	\$ 416.00	2.00	\$ 5,200.00
110-1	CLEARING, GRUBBING & SITE DEMOLITION	1.00	LS	\$ 29,451.79	\$ 29,451.79	1.00	LS	\$ 2,792.08	\$ 2,792.08	2.00	\$ 32,243.87
110-4-10	REMOVAL OF EXISTING CONCRETE	56.00	SY	\$ 16.49	\$ 923.44					56.00	\$ 923.44
120-1	EXCAVATION AND EMBANKMENT	1.00	LS	\$ 110,266.70	\$ 110,266.70	1.00	LS	\$ 9,588.42	\$ 9,588.42	2.00	\$ 119,855.12
160-4	12" COMPACTED SUBGRADE (TYPE B STABILIZATION)	1988.00	SY	\$ 5.33	\$ 10,596.04					1988.00	\$ 10,596.04
285-712	7 1/2", Type B, 12.5, Course Mix AC (BASE GROUP 12)	1799.00	SY	\$ 27.97	\$ 50,318.03					1799.00	\$ 50,318.03
285-701	4" LIMEROCK BASE CURB PAD (BASE GROUP 1)	190.00	SY	\$ 14.65	\$ 2,783.50					190.00	\$ 2,783.50
327-70-1	MILL EXISTING ASPHALT PAVEMENT (1" AVERAGE DEPTH)	6977.00	SY	\$ 1.97	\$ 13,744.69					6977.00	\$ 13,744.69
334-1-13	ASPH CONC, TRAFFIC C, SP-9.5 (OVERBUILD)	113.00	TN	\$ 103.90	\$ 11,740.70					113.00	\$ 11,740.70
334-1-13	1" ASPH CONC, TRAFFIC C, SP-9.5 (FIRST LIFT WIDENING)	89.00	TN	\$ 103.90	\$ 9,247.10					89.00	\$ 9,247.10
334-1-13	1" ASPH CONC, TRAFFIC C, SP-9.5 (FINAL LIFT WIDENING AND RESURFACING)	472.00	TN	\$ 103.90	\$ 49,040.80					472.00	\$ 49,040.80
522-2	CONCRETE SIDEWALKS AND DRIVEWAYS, 6" THICK (THICKENED EDGE)	51.00	SY	\$ 60.00	\$ 3,060.00					51.00	\$ 3,060.00
527-2	DETECTABLE WARNING	21.00	SF	\$ 27.89	\$ 585.69					21.00	\$ 585.69
520-1-10	CONCRETE CURB AND GUTTER, TYPE F	685.00	LF	\$ 21.79	\$ 14,926.15					685.00	\$ 14,926.15
NA	CONCRETE FLUME	2.00	EA	\$ 800.00	\$ 1,600.00					2.00	\$ 1,600.00
160-4	4' STABILIZED SHOULDER (26" TYPE B STABILIZATION)	570.00	SY	\$ 5.33	\$ 3,038.10					570.00	\$ 3,038.10
	DRAINAGE										
425-2-71	MANHOLE, TYPE J-7, 8' DIA., <10' (DRAIN PUMP MANHOLE)	1.00	EA	\$ 12,617.09	\$ 12,617.09					1.00	\$ 12,617.09
425-2-71	MANHOLE, TYPE J-7, 6' DIA., <10'	0.00	EA	\$ 10,117.09	\$ -	1.00	EA	\$ 10,117.09	\$ 10,117.09	1.00	\$ 10,117.09
425-1523	INLETS, DT BOTTOM, TYPE C, J BOTTOM, <10' (1 PRB)	2.00	EA	\$ 6,882.27	\$ 13,764.54					2.00	\$ 13,764.54
425-1523	INLETS, DT BOTTOM, TYPE C, J BOTTOM, <10' (2 PRB)	3.00	EA	\$ 7,382.27	\$ 22,146.81					3.00	\$ 22,146.81
425-10	YARD DRAIN (INCLUDES 4'-6" X 4'-6" CONCRETE APRON)	2.00	EA		\$ -					2.00	\$ -
443-70-4	EXFILTRATION TRENCH (24" CLASS III RCP, FILTER FABRIC, AGGREGATE)	879.00	LF	\$ 150.48	\$ 132,271.92					879.00	\$ 132,271.92
430-175-124	DRAINAGE PIPE (24" CLASS III RCP)	124.00	LF	\$ 101.89	\$ 12,634.36	333.00	LF	\$ 101.89	\$ 33,929.37	457.00	\$ 46,563.73
430-175-130	DRAINAGE PIPE (30" CLASS III RCP)					8.00	LF	\$ 375.45	\$ 3,003.60	8.00	\$ 3,003.60
1050-31210	DRAINAGE PIPE (10" PVC)					7.00	LF	\$ 163.14	\$ 1,141.98	7.00	\$ 1,141.98
1050-31206	DRAINAGE PIPE (6" PVC)					6.00	LF	\$ 184.74	\$ 1,108.44	6.00	\$ 1,108.44
1050-42218	18" HDPE (INCLUDES REMOVAL OF EXISTING 18" RCP AND INSTALLATION OF 18" CONCRETE COLLAR)	10.00	LF	\$ 75.00	\$ 750.00					10.00	\$ 750.00
430984121	MITERED END SECTION, 12" CD	4.00	EA	\$ 1,461.09	\$ 5,844.36					4.00	\$ 5,844.36
430-94-01	DESILT PIPE					1.00	LS	\$ 750.00	\$ 750.00	1.00	\$ 750.00
	SIGNING AND PAVEMENT MARKING										
700-1-50	SINGLE POST SIGN, RELOCATE, UP TO 12 SF	1.00	AS	\$ 225.56	\$ 225.56					1.00	\$ 225.56
706-1-3	RETRO-REFLECTIVE PAVMENT MARKERS (BI-DR, WHITE/RED)	31.00	EA	\$ 3.40	\$ 105.40					31.00	\$ 105.40
706-1-3	RETRO-REFLECTIVE PAVMENT MARKERS (BI-DR, AMBER/AMBER)	206.00	EA	\$ 3.40	\$ 700.40					206.00	\$ 700.40
711-11124	THERMOPLASTIC, STD, WHITE, SOLID 18", FOR DIAGONALS AND CHEVRONS	504.00	LF	\$ 2.35	\$ 1,184.40					504.00	\$ 1,184.40
711-11125	THERMOPLASTIC, STD, WHITE, SOLID, 24", FOR STOP LINE AND CROSSWALK	24.00	LF	\$ 3.87	\$ 92.88					24.00	\$ 92.88
711-15201	THERMOPLASTIC, STD, OPEN GRADED ASPHALT SURFACES, YELLOW, SOLID, 6"	1.13	GM	\$ 3,829.51	\$ 4,327.35					1.13	\$ 4,327.35
711-11224	THERMOPLASTIC, STD, YELLOW, SOLID, 18", FOR DIAGONALS AND CHEVRONS	146.00	LF	\$ 2.84	\$ 414.64					146.00	\$ 414.64
711-15131	THERMOPLASTIC, STD, OPEN GRADE ASPHALT SURFACES, WHITE, SKIP, 6", 10-30 SKIP, OR 3-9 LANE DROP	0.09	GM	\$ 1,363.62	\$ 126.82					0.09	\$ 126.82
711-11241	THERMOPLASTIC, STD, YELLOW, 2-4 DOTTED GUIDELINES/6-10 GAP EXTENSION, 6"	0.03	GM	\$ 2,679.82	\$ 72.36					0.03	\$ 72.36
711-11160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	2.00	EA	\$ 125.41	\$ 250.82					2.00	\$ 250.82
711-11170	THERMOPLASTIC, STANDARD, WHITE, ARROW	7.00	EA	\$ 63.56	\$ 444.92					7.00	\$ 444.92
	LANDSCAPE										
570-2	BAHIA SOD	9418.04	SY	\$ 2.27	\$ 21,378.95	2199.00	SY	\$ 2.27	\$ 4,991.73	11617.04	\$ 26,370.68
580-1-1	FURNISH & INSTALL TREES	1.00	LS	\$ 20,200.00	\$ 20,200.00					1.00	\$ 20,200.00
580-1-2	FURNISH & INSTALL SHRUBS	1.00	LS	\$ 14,000.00	\$ 14,000.00					1.00	\$ 14,000.00
580-1-3	FURNISH & INSTALL PLANTING AMENITIES	1.00	LS	\$ 3,420.00	\$ 3,420.00					1.00	\$ 3,420.00
580-1-4	WATERING (NO IRRIGATION)	1.00	LS	\$ 4,000.00	\$ 4,000.00					1.00	\$ 4,000.00
					\$ 645,224.30				\$ 72,894.71	Subtotal	\$ 718,119.01
	CONSTRUCTION ENGINEERING & INSPECTION ACTIVITIES (CEI) IN-HOUSE	1.00	LS	10%	\$ 64,522.43	1.00	LS	10%	\$ 7,289.47		
	POST DESIGN SERVICES	1.00	LS	2%	\$ 12,904.49	1.00	LS	2%	\$ 1,457.89		
	CONTINGENCY	1.00	LS	15%	\$ 96,783.64	1.00	LS	15%	\$ 10,934.21		
					\$ 819,434.86				\$ 92,576.28		\$ 912,011.14
											Total Construction Cost

EASEMENTS



NO	DATE	REVISION	BY	NO	DATE	REVISION	BY



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS®
 580 Village Boulevard • Suite 325 • West Palm Beach, FL 33409
 Phone: 561.684.6161 • Fax: 561.684.6360

Certificate of Authorization 514

INTERSECTION IMPROVEMENTS
CENTRAL BOULEVARD & JUPITER PARK DRIVE
JUPITER, FLORIDA

PROJECT CONTROL SHEET
& OVERALL PROJECT MAP

DAVID STAMBAUGH, STATE OF FLORIDA, PROFESSIONAL ENGINEER, LICENSE NO. 70757.
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY DAVID STAMBAUGH, P.E. ON THE
DATE INDICATED HERE.
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE
SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.
DATE: 12-12-2021

SCALE 1" = 40'	SHEET: 5
PROJECT No 182696	K-1 35

PERPETUAL DRAINAGE EASEMENT

THIS PERPETUAL DRAINAGE EASEMENT (“Easement”), made this _____ day of _____, 2021, by and between the Loxahatchee River Environmental Control District, whose mailing address is 2500 Jupiter Park Drive, Jupiter, Florida 33478, hereinafter referred to as GRANTOR, and the Town of Jupiter, a municipal corporation of the State of Florida, whose address is 210 Military Trail, Florida, 33458, hereinafter referred to as GRANTEE.

GRANTOR, for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration to it, receipt of which is hereby acknowledged, does hereby grant to the GRANTEE, its successors and assigns, a non-exclusive DRAINAGE EASEMENT, as shown herein as **Exhibit “A”**, situate, lying and being in the County of Palm Beach, State of Florida, said easement being hereby dedicated to the GRANTEE for the construction of stormwater utility facilities and appurtenances thereto, and for the perpetual right to discharge stormwater drainage from Jupiter Park Drive road right of way into the DRAINAGE EASEMENT and the drainage system improvements installed therein.

The GRANTEE shall design, permit and construct the drainage facilities and related improvements to be installed within the DRAINAGE EASEMENT. The GRANTOR’S approval of this easement shall be considered formal approval of the GRANTEE’s design of the improvements to be installed within the easement limits.

The GRANTEE and GRANTOR shall jointly inspect the work and the final improvements, prior to GRANTEE’S closeout of the drainage system construction.

The GRANTOR shall maintain the drainage facilities and improvements upon completion of the construction, and upon GRANTEE’S and GRANTOR’S final approval and acceptance of those improvements, including final restoration of all surface areas within the easement limits.

IN WITNESS THEREOF the PARTY OF THE FIRST PART has hereunto fixed its hand and seal this day and year first above written.

Signed, Sealed and Delivered in the Presence of:

ATTEST

LOXAHATCHEE RIVER ENVIRONMENTAL
CONTROL DISTRICT

By: _____
Kris Dean, P.E.
Deputy Executive Director

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

DISTRICT SEAL

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Curtis L. Shenkman, District Attorney

The foregoing instrument was acknowledged before me before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2021, by _____ . He/She is personally known to me or has produced a Florida driver’s license as identification and did not take an oath.

Signature of Notary Public, State of Florida

Print, Type or Stamp Name of Notary Public

My Commission Expires: _____

[NOTARY SEAL]

**LEGAL DESCRIPTION
10 FT. DRAINAGE EASEMENT
JUPITER PARK DRIVE
LOXAHATCHAEE RIVER ENVIRONMENTAL CONTROL DISTRICT**

A parcel of land being a portion of the Northwest One-Quarter (NW 1/4) of Section 10, Township 41 South, Range 42 East, said parcel of land being more particularly described as follows:

COMMENCE at the Northeast corner of the said Northwest One-Quarter (NW 1/4) of Section 10;

THENCE on an assumed bearing of N 88°54'17" W along the North line of the said Northwest One-Quarter (NW 1/4) of Section 10, a distance of 60.00 feet to the West right-of-way line of Central Boulevard;

THENCE S 01°54'20" W along the said West right-of-way line, a distance of 60.00 feet to the POINT OF BEGINNING;

THENCE continue S 01°54'20" W continuing along the said West right-of-way line, a distance of 10.00 feet to a line being 10.00 feet South of and parallel with the South right-of-way line of Jupiter Park Drive;

THENCE N 88°54'17" W along the said parallel line a distance of 1210.64 feet;

THENCE N 01°05'43" E a distance of 10.00 feet to the South right-of-way line of Jupiter Park Drive;

THENCE S 88°54'17" E along the said South right-of-way line, a distance of 1210.78 feet to the POINT OF BEGINNING.

Said lands situate within the Town of Jupiter, Palm Beach County, Florida, containing 0.278 acres, more or less.

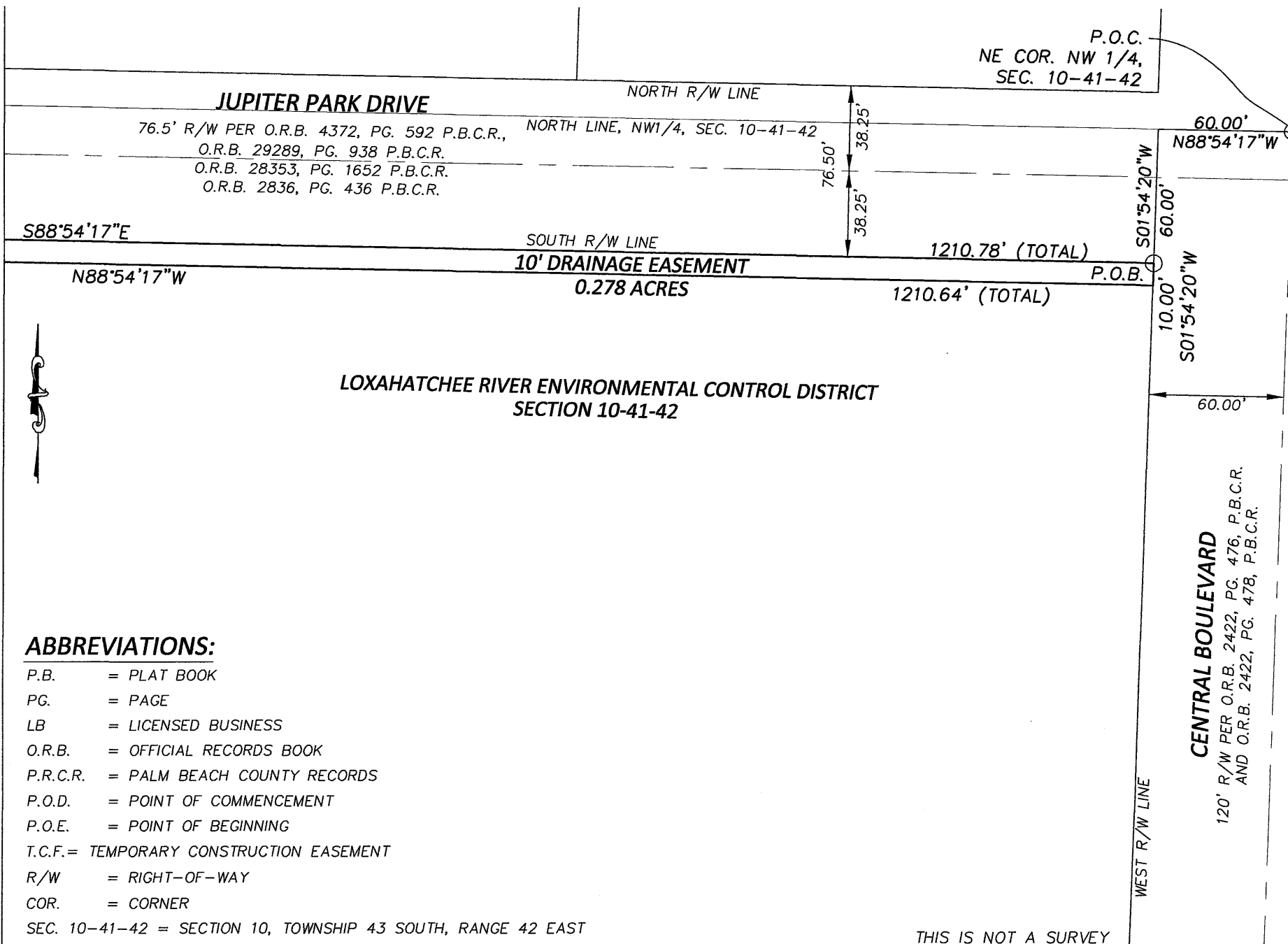
NOTES:

1. Lands described hereon were not abstracted, by the surveyor, for ownership, easements, rights-of-way or other instruments that may appear in the Public Records of said County.
2. Bearings shown hereon are assumed and referenced to the South right-of-way line of Jupiter Park Drive, having an assumed bearing of S 88°54'17" E.
3. The description contained herein and the attached sketch, do not represent a Boundary Survey.

CALVIN, GIORDANO AND ASSOCIATES, INC.

Steven M. Watts
Professional Surveyor and Mapper
Florida Registration Number LS 4588

Date: _____



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™
1800 Eller Drive, Suite 600, Fort Lauderdale, Florida 33316
Phone: 954.921.7781 • Fax: 954.921.8807

Certificate of Authorization 6791

**10 FT. DRAINAGE EASEMENT
JUPITER PARK DRIVE
JUPITER, FLORIDA**

SCALE 1"=60'	PROJECT No. 18-2696.2	SHEET: 3 OF 5
DATE 6-03-2021	CAD FILE	

MATCH LINE-SEE SHEET 5

MATCH LINE-SEE SHEET 3

JUPITER PARK DRIVE

76.5' R/W PER O.R.B. 4372, PG. 592 P.B.C.R.,

O.R.B. 29289, PG. 938 P.B.C.R.

O.R.B. 28353, PG. 1652 P.B.C.R.

O.R.B. 2836, PG. 436 P.B.C.R.

S88°54'17"E

76.50'
38.25'
38.25'

NORTH R/W LINE

SOUTH R/W LINE

1210.78' (TOTAL)

10' DRAINAGE EASEMENT

N88°54'17"W

0.278 ACRES

1210.64' (TOTAL)

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
SECTION 10-41-42

ABBREVIATIONS:

P.B. = PLAT BOOK

PG. = PAGE

LB = LICENSED BUSINESS

O.R.B. = OFFICIAL RECORDS BOOK

P.R.C.R. = PALM BEACH COUNTY RECORDS

P.O.D. = POINT OF COMMENCEMENT

P.O.E. = POINT OF BEGINNING

T.C.F. = TEMPORARY CONSTRUCTION EASEMENT

R/W = RIGHT-OF-WAY

COR. = CORNER

SEC. 10-41-42 = SECTION 10, TOWNSHIP 43 SOUTH, RANGE 42 EAST

THIS IS NOT A SURVEY



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Phone: 954.921.7781 • Fax: 954.921.8807

Certificate of Authorization 6791

10 FT. DRAINAGE EASEMENT
JUPITER PARK DRIVE
JUPITER, FLORIDA

SCALE

1"=60'

PROJECT No.

18-2696.2

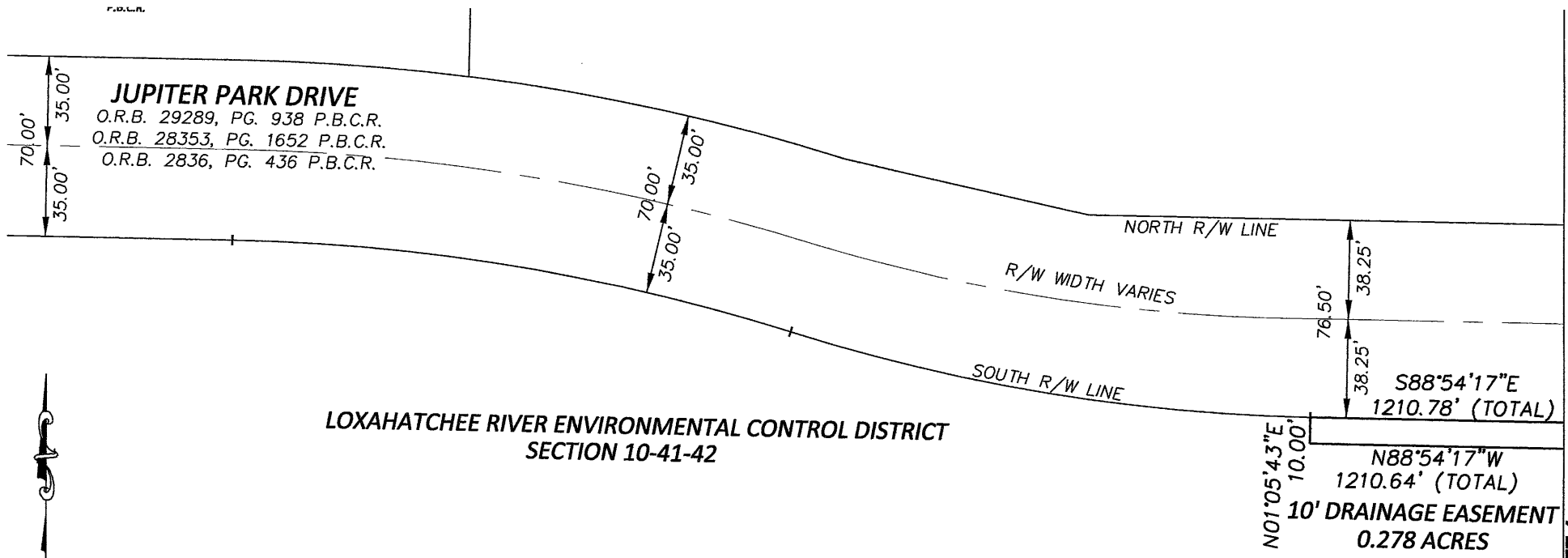
DATE

6-03-2021

CAD FILE

SHEET:

4 OF 5



ABBREVIATIONS:

P.B. = PLAT BOOK
 PG. = PAGE
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THIS IS NOT A SURVEY



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Certificate of Authorization 6791

TEMPORARY CONSTRUCTION EASEMENT JUPITER PARK DRIVE JUPITER, FLOIRDA

SCALE 1"=60'	PROJECT No. 18-2696.2	SHEET: 5 OF 5
DATE 6-03-2021	CAD FILE	

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT (“Easement”), is made this _____ day of _____, 2021, by and between the Loxahatchee River Environmental Control District, whose mailing address is 2500 Jupiter Park Drive, Jupiter, Florida 33478, hereinafter referred to as GRANTOR, and the Town of Jupiter, a municipal corporation of the State of Florida, whose address is 210 Military Trail, Florida, 33458, hereinafter referred to as GRANTEE.

GRANTOR, for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration to it, receipt of which is hereby acknowledged, does hereby grant to the GRANTEE, its successors and assigns, a non-exclusive TEMPORARY CONSTRUCTION EASEMENT, as shown herein as **Exhibit “A”**, situate, lying and being in the County of Palm Beach, State of Florida, said easement being hereby dedicated to the Town of Jupiter for the construction of stormwater utility facilities, landscaping, and related improvements (“the Project”), including but not limited to all required and associated work such as clearing and removal of vegetation and deleterious material, excavation, dewatering, backfill, grading, harmonization, sodding, landscaping and final restoration within the easement limits.

The GRANTEE shall design, permit and construct the drainage facilities, landscaping and other Project related improvements within the easement limits.

The GRANTOR’S approval of this easement shall be considered formal approval of the GRANTEE’s design improvements within the easement limits.

The GRANTEE and GRANTOR shall jointly inspect the work and the final improvements including the final restoration of the easement area, prior to close-out of the Project.

The GRANTEE shall coordinate and communicate with the GRANTOR during the construction phase of the Project to ensure the GRANTOR is informed of the progress and status of the Project, and is involved in any meetings and inspections that the GRANTOR requires involvement in during the construction phase of the Project.

The GRANTEE shall employ best construction practices to protect GRANTOR’S existing underground utility facilities under, near and adjacent to the easement area, from any possible damage during the construction operations of the Project.

The GRANTEE shall maintain GRANTOR’s perimeter fence at all times and secure the temporary construction easement area located at the east end of the property with minimum 8 feet tall chain-link fence.

The GRANTEE shall restore all areas within the TEMPORARY CONSTRUCTION EASEMENT to preconstruction conditions upon completion of the Project, including but not limited to, grading, sod, gravel road, trees, landscaping and fencing.

Upon completion of the Project, the improvements within the easement area will be subject to the inspection and approval of the GRANTOR, and shall be turned over to the GRANTOR thru a BILL OF SALE. Upon GRANTOR’S acceptance of the BILL OF SALE, the GRANTOR shall maintain the easement area and improvements therein.

This easement shall expire immediately upon GRANTOR’S acceptance of the BILL OF SALE for the improvements within the easement area.

IN WITNESS THEREOF the PARTY OF THE FIRST PART has hereunto fixed its hand and seal this day and year first above written.

Signed, Sealed and Delivered in the Presence of:

ATTEST

LOXAHATCHEE RIVER ENVIRONMENTAL
CONTROL DISTRICT

By: _____
Kris Dean, P.E.
Deputy Executive Director

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

DISTRICT SEAL

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Curtis L. Shenkman, District Attorney

The foregoing instrument was acknowledged before me before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2021, by _____ . He is personally known to me or has produced a Florida drivers license as identification and did not take an oath.

Signature of Notary Public, State of Florida

Print, Type or Stamp Name of Notary Public

My Commission Expires: _____

[NOTARY SEAL]

STATE OF FLORIDA, COUNTY OF PALM BEACH

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**LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT
JUPITER PARK DRIVE
LOXAHATCHAEE RIVER ENVIRONMENTAL CONTROL DISTRICT**

A parcel of land being a portion of the Northwest One-Quarter (NW 1/4) of Section 10, Township 41 South, Range 42 East, said parcel of land being more particularly described as follows:

COMMENCE at the Northeast corner of the said Northwest One-Quarter (NW 1/4) of Section 10;

THENCE on an assumed bearing of N 88°54'17" W along the North line of the said Northwest One-Quarter (NW 1/4) of Section 10, a distance of 60.00 feet to the West right-of-way line of Central Boulevard;

THENCE S 01°54'20" W along the said West right-of-way line, a distance of 60.00 feet to the POINT OF BEGINNING;

THENCE continue S 01°54'20" W continuing along the said West right-of-way line, a distance of 235.02 feet;

THENCE N 88°54'17" W a distance of 225.57 feet;

THENCE N 01°05'43" E a distance of 171.00 feet;

THENCE N 88°54'17" W a distance of 246.00 feet;

THENCE N 01°05'43" E a distance of 33.00 feet;

THENCE N 88°54'17" W a distance of 1094.71 feet;

THENCE N 01°05'43" E a distance of 66.74 feet to a point on the arc of a non-tangent curve concave to the South, a radial line of said curve through said point having a bearing of N 05°33'43" E;

THENCE Westerly, along the arc of said curve to the left, having a central angle of 04°28'02" and a radius of 743.00 feet for an arc distance of 57.93 feet to a point of tangency;

THENCE N 88°54'17" W a distance of 32.77 feet;

THENCE N 27°22'53" E a distance of 24.54 feet to the South right-of-way line of Jupiter Park Drive;

THENCE S 88°54'17" E along the said South right-of-way line, a distance of 21.91 feet to a point of curvature of a tangent curve concave to the South, said curve being the South right-of-way line of Jupiter Park Drive;

THENCE Easterly and Southeasterly continuing along the said South right-of-way line, along the arc of said curve to the right, having a central angle of 16°23'16" and a radius of 765.00 feet for an arc distance of 218.81 feet to a point of reverse curvature of a tangent curve concave to the North;

THENCE Southeasterly and Easterly continuing along the said South right-of-way line, along the arc of said curve to the left, having a central angle of 16°23'15" and a radius of 711.92 feet for an arc distance of 203.62 feet to a point of tangency;

THENCE S 88°54'17" E continuing along the said South right-of-way line, a distance of 1210.78 feet to the POINT OF BEGINNING.

Said lands situate within the Town of Jupiter, Palm Beach County, Florida, containing 2.621 acres, more or less.

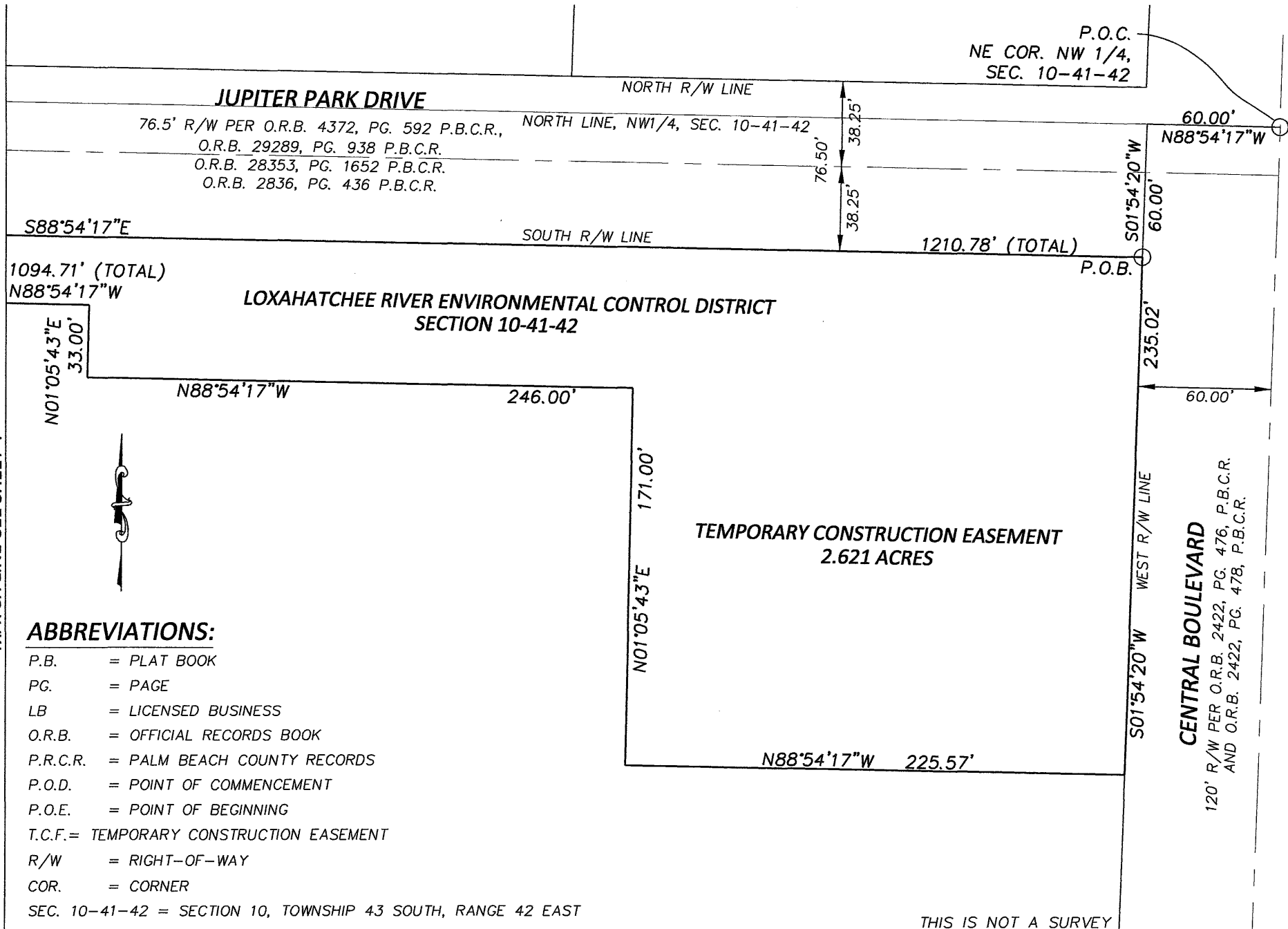
NOTES:

1. Lands described hereon were not abstracted, by the surveyor, for ownership, easements, rights-of-way or other instruments that may appear in the Public Records of said County.
2. Bearings shown hereon are assumed and referenced to the South right-of-way line of Jupiter Park Drive, having an assumed bearing of S 88°54'17" E.
3. The description contained herein and the attached sketch, do not represent a Boundary Survey.

CALVIN, GIORDANO AND ASSOCIATES, INC.

Steven M. Watts
Professional Surveyor and Mapper
Florida Registration Number LS 4588

Date: _____



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™
1800 Eller Drive, Suite 600, Fort Lauderdale, Florida 33316
Phone: 954.921.7781 • Fax: 954.921.8807

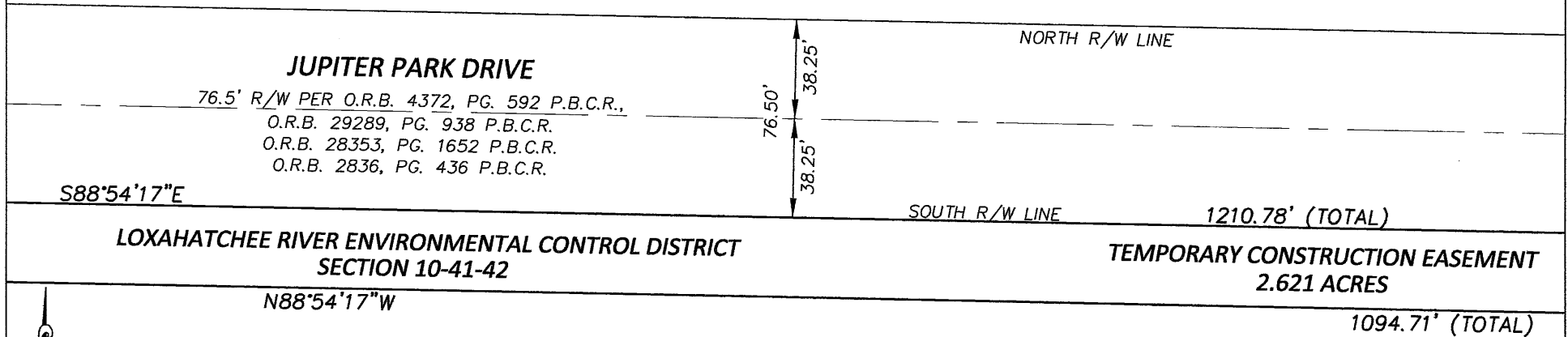
Certificate of Authorization 6791

TEMPORARY CONSTRUCTION EASEMENT
JUPITER PARK DRIVE
JUPITER, FLORIDA

SCALE
1"=60'
DATE
6-03-2021

PROJECT No.
18-2696.2
CAD FILE

SHEET:
3 OF 5

**ABBREVIATIONS:**

P.B. = PLAT BOOK
 PG. = PAGE
 LB = LICENSED BUSINESS
 O.R.B. = OFFICIAL RECORDS BOOK
 P.R.C.R. = PALM BEACH COUNTY RECORDS
 P.O.D. = POINT OF COMMENCEMENT
 P.O.E. = POINT OF BEGINNING
 T.C.F. = TEMPORARY CONSTRUCTION EASEMENT
 R/W = RIGHT-OF-WAY
 COR. = CORNER
 SEC. 10-41-42 = SECTION 10, TOWNSHIP 43 SOUTH, RANGE 42 EAST

THIS IS NOT A SURVEY

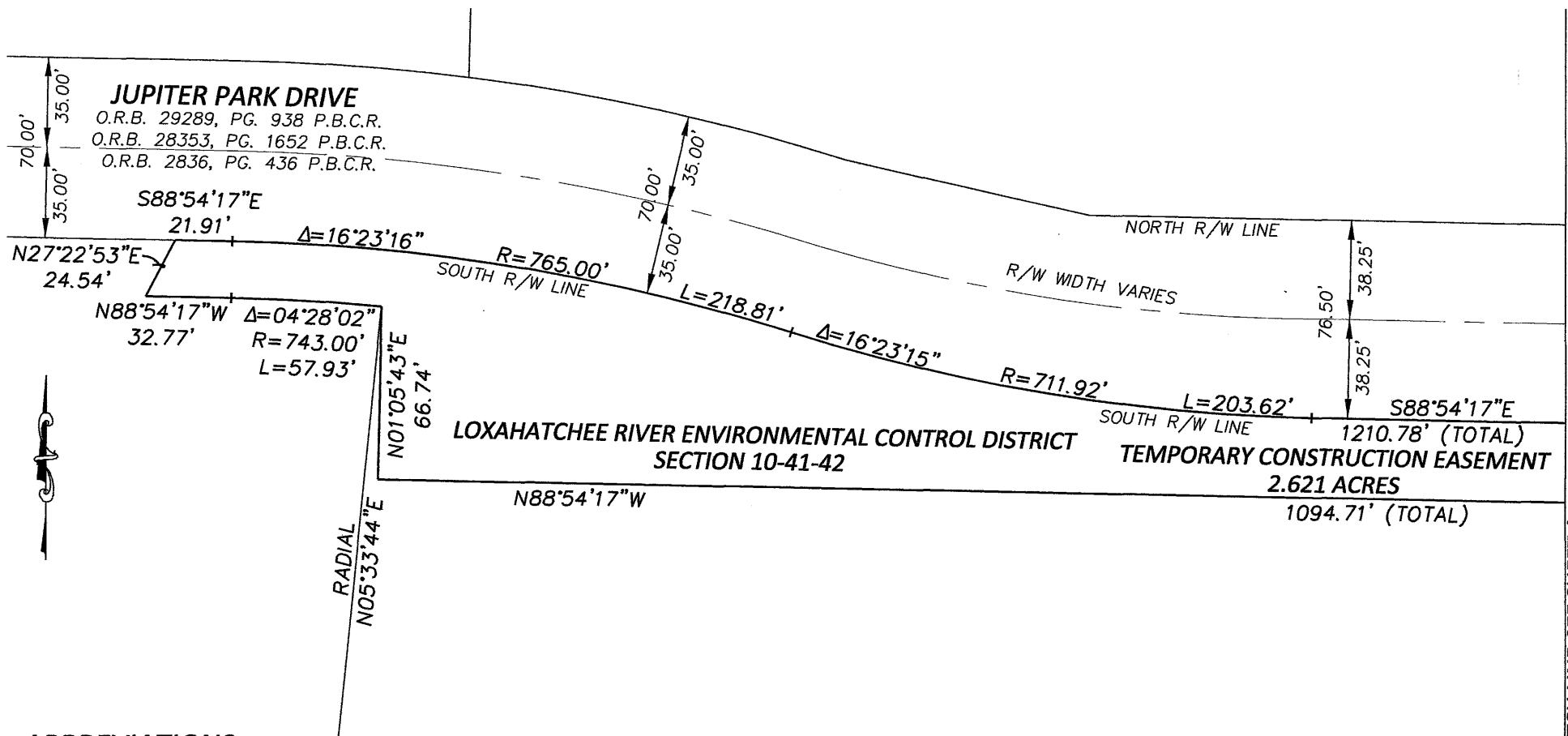


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EXCEPTIONAL SOLUTIONS™
 1800 Eller Drive, Suite 600, Fort Lauderdale, Florida 33316
 Phone: 954.921.7781 • Fax: 954.921.8807

Certificate of Authorization 6791

**TEMPORARY CONSTRUCTION EASEMENT
 JUPITER PARK DRIVE
 JUPITER, FLOIRDA**

SCALE 1"=60'	PROJECT No. 18-2696.2	SHEET: 4 OF 5
DATE 6-03-2021	CAD FILE	



ABBREVIATIONS:

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THIS IS NOT A SURVEY



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 Phone: 954.921.7781 • Fax: 954.921.8807

Certificate of Authorization 6791

TEMPORARY CONSTRUCTION EASEMENT JUPITER PARK DRIVE JUPITER, FLOIRDA

SCALE 1"=60'	PROJECT No. 18-2696.2	SHEET: 5 OF 5
DATE 6-03-2021	CAD FILE	

MATCH LINE-SEE SHEET 4

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

**HUNTER C.
SHENKMAN**
Attorney

CURTIS SHENKMAN, P.A.
ATTORNEY & COUNSELOR AT LAW
4400 PGA BLVD, SUITE 300
PALM BEACH GARDENS, FL 33410
561-822-3939 FAX 561-898-2266
CURTIS@PALMBEACHLAWYER.LAW

PARALEGALS
JUDY MONTEIRO
DENISE B. PAOLUCCI
MELISSA KAJEEJIT

Sent by email February 2, 2022

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

Re: Resolution 2022-02 and Preliminary Assessment Roll for 181st ST N

Dear Dr. Arrington:

Please attach to this letter is Resolution 2022-02, Exhibit "A" Preliminary Assessment Roll, & Exhibit "B" Map & most recent list of property owners as part of the Resolution.

In the Resolution, Sections 2 and 7, the "Board of Adjustment" public hearing and "Governing Board" meeting to confirm the "final" assessment roll is proposed for MARCH 17, 2022. Preparation is necessary of the Notice to be published and mailed out by Friday, March 4, 2022.

A SUGGESTED MOTION for the Board at the FEBRUARY 17, 2022 meeting is as follows:
"THAT THE GOVERNING BOARD approve Resolution 2022-02 adopting the
181st ST N Preliminary Assessment Roll."

Sincerely,

Curtis L. Shenkman

Curtis L. Shenkman

LRECD RESOLUTION NO. 2022-02

A RESOLUTION OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT RELATING TO THE **181ST ST. N.** ASSESSMENT AREA IMPROVEMENTS; ADOPTING THE PRELIMINARY ASSESSMENT ROLL FOR **181ST ST. N.** ASSESSMENT AREA IMPROVEMENTS AS PREPARED BY THE DISTRICT CLERK AND ATTACHED HERETO AS EXHIBITS “A” AND “B”; AUTHORIZING THE DISTRICT GOVERNING BOARD TO ACT AS THE BOARD OF ADJUSTMENT; PROVIDING FOR THE FURNISHING OF TEN DAYS’ WRITTEN NOTICE TO ALL PROPERTY OWNERS AFFECTED; DIRECTING THAT AN AFFIDAVIT OF PUBLICATION BE OBTAINED; REQUIRING THE FILING OF THE PROOF OF PUBLICATION AND OF THE WRITTEN NOTICE; MAKING REFERENCE TO RESOLUTION NO. **2018-30** PROVIDING FOR THE PUBLICATION OF THE NOTICE OF THE MEETING TO CONSIDER CONFIRMATION OF THE PRELIMINARY ASSESSMENT ROLL; DIRECTING THAT AN AFFIDAVIT OF PUBLICATION BE OBTAINED; REQUIRING THE FILING OF THE PROOF OF PUBLICATION; PROVIDING FOR CONSISTENCY; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Governing Board of the Loxahatchee River Environmental Control District (hereinafter called the “District” has authorized the sewer improvements to the **181ST ST. N.** Assessment Area in **PALM BEACH** County, Florida.

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

WHEREAS, the Governing Board has considered the improvements to be in accordance with the best interests of the citizens of the **181ST ST. N.** Assessment Area.

WHEREAS, the District’s previous Resolution **2018-30** was approved by the District’s Governing Board and directed the preparation of the Assessment Roll.

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

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

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

RESOLUTION **2022-02**
OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

Section 2. The District Clerk is directed to publish a Notice stating that the District's Governing Board shall act as the **Board of Adjustment** at a hearing to be held on the **17th day of March, 2022** at the District's Governing Board meeting chambers, Jupiter, Florida. Such Notice shall be published at least ten (10) days in advance of such hearing, once in a newspaper published in Martin County and once in a newspaper published in Palm Beach County. Such Notice shall state that at the hearing, the Governing Board will hear objections of all interested persons to the confirmation of such resolution. Such Notice shall state in brief and general terms a description of the improvements with the location thereof and shall also state that plans, specifications, estimates, and the tentative apportionment of cost thereof are on file in the office of the District. The District Clerk is directed to mail a copy of such Notice to each of the affected property owners at least ten (10) days in advance of the hearing.

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

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

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

Section 6. Resolutions No. **2018-30 and 2022-02** of the District shall be a part of the record to be considered by the Governing Board at the aforescribed hearing when the Governing Board sits as the Board of Adjustment.

Section 7. The District Clerk is directed to publish a Notice stating that at the meeting of the Governing Board to be held on **March 17, 2022** at the District Governing Board meeting chambers, Jupiter, Florida, all interested persons may appear and file written objections to the confirmation of the Final Assessment Roll. Such Notice shall be published at least twelve (12) days in advance of such meeting, once in a newspaper published in Martin County and once in a newspaper published in Palm Beach County. Such Notice shall state the class of the improvement and the location thereof by terminal points and route. Such Notice shall also be mailed to those interested parties requesting such in writing.

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

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

RESOLUTION **2022-02**
OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

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

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

PASSED AND ADOPTED BY THE GOVERNING BOARD OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, THIS **17th day of February, 2022.**

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

VOTE

JAMES D. SNYDER

GORDON M. BOGGIE

STEPHEN ROCKOFF

DR. MATT H. ROSTOCK

EXHIBIT "A"
PRELIMINARY ASSESSMENT ROLL
LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
181ST ST. N. ASSESSMENT AREA

TOTAL COSTS AND EXPENSES RELATED TO THE IMPROVEMENTS. The District shall consider the **total** costs and expenses related to the improvements in the **181ST ST. N.** Assessment Area shall be **\$ 19,800.14** per parcel of property in the **181ST ST. N.** Area.

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

PAYMENT OF ASSESSMENT. As to Parcels of **181ST ST. N.** Assessment Area Property in EXHIBIT "B", the **\$ 17,820.12** assessment may be paid, interest free, at the office of the District on or before May 1, 2023.

Owners who do not pay the \$ 17,820.12 assessment on or before May 1, 2023 shall have the \$ 17,820.12 principal added to the tax roll as a non-ad valorem assessment to accrue interest, beginning October 1, 2022, at five and twenty-five hundredths percent (5.25%) per annum, to be collected in twenty (20) equal annual installments of \$ 1,460.40, commencing with the November 1, 2022 Real Estate Tax Bill.

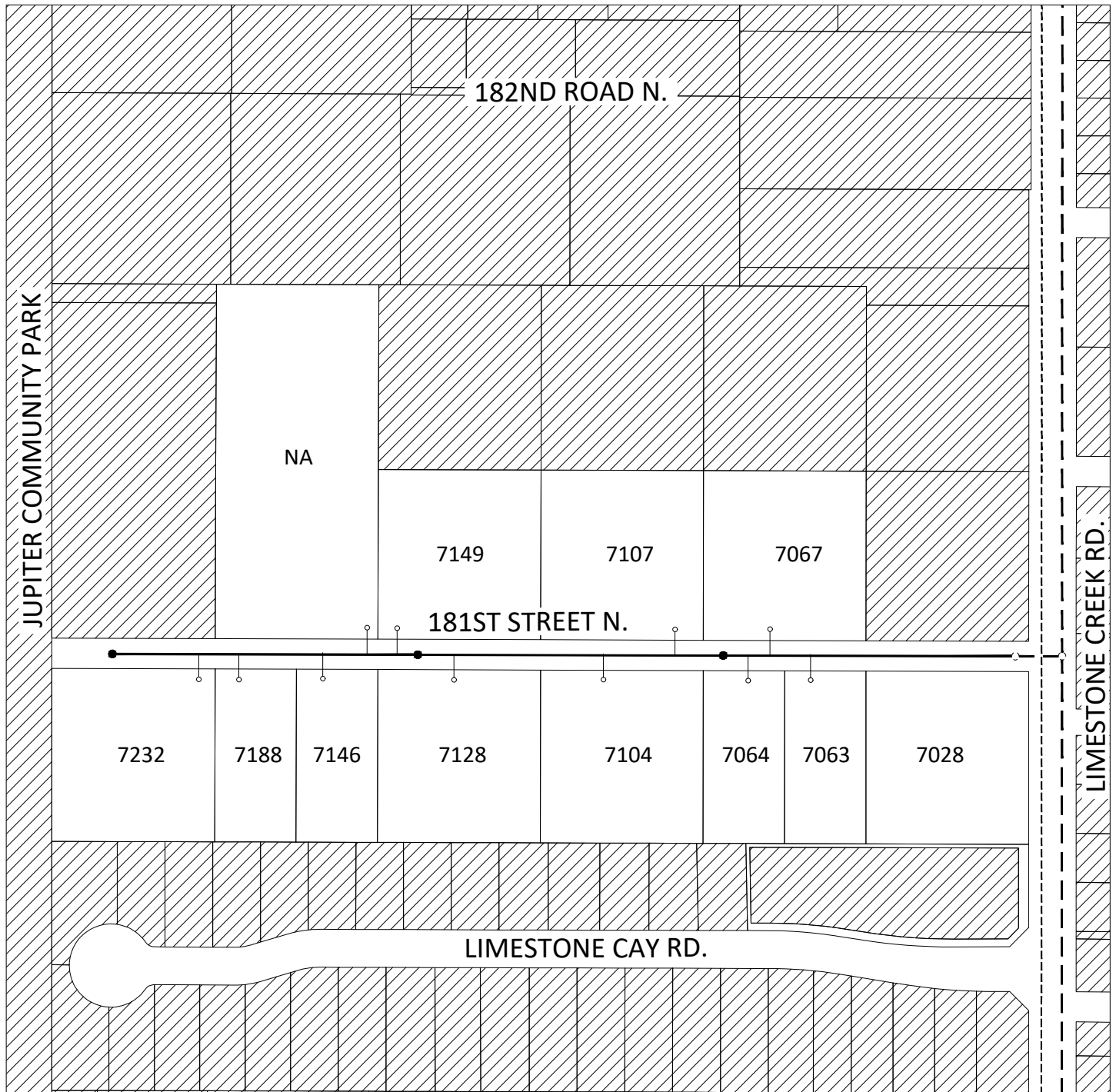
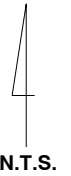
LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

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

EXHIBIT "B"

181ST STREET N.

SEWER SYSTEM ASSESSMENT AREA



LEGEND

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

JUPITER, FLORIDA

1-25-2022

Mr. & Mrs. Gianni Bertuzzelli
502 Pelican Ln N
Jupiter FL 33458
re: 7063 181st St N
00-42-40-33-00-000-5430

Mr. & Mrs. Gianni Bertuzzelli
400 W Indiantown Rd
Jupiter FL 33458
re: 7146 181st St N
00-42-40-33-00-000-5450

B Brancato/G Bertuzzelli
400 W Indiantown Rd
Jupiter FL 33458
re: 7232 181st St N
00-42-40-33-00-000-5460

Mr. & Mrs. Gianni Bertuzzelli
502 Pelican Ln N
Jupiter FL 33458
re: 7188 181st St N
00-42-40-33-00-000-5480

Ms. Ivana Bertuzzelli
502 Pelican Ln N
Jupiter FL 33458
re: 7064 181st St N
00-42-40-33-00-000-5490

Ms. Shirley Williams
7107 181st St N
Jupiter FL 33458
re: 7107 181st St N
00-42-40-33-00-000-5500

Mr. & Mrs. Blayne Stone
7067 181st St N
Jupiter FL 33458
re: 7067 181st St N
00-42-40-33-00-000-5780

Mr. Milton Hazel
7149 181st St N
Jupiter FL 33458
re: 7149 181st St N
00-42-40-33-00-000-5800

7177 181st Street Land Trust
217 N Seacrest Blvd # 413
Boynton Beach FL 33435
re: vac 182nd Rd N
00-42-40-33-00-000-5840

Mr. Sebastian Jones Sr
7106 181st St N
Jupiter FL 33458
re: 7104 181st St N
00-42-40-33-00-000-5850

Ms. Barbara Boutros
PO Box 2012
Jupiter FL 33468
re: 7128 181st St N
00-42-40-33-00-000-5860



LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

TO: D. Albrey Arrington, Ph.D.

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

DATE: February 9, 2022

SUBJECT: Owner Furnished Equipment: Award of Contract for Lift Station 160 and Lift Station 296 Emergency Standby Generators and Automatic Transfer Switches (ATS)

Lift Stations 160 and 296 have been identified as priority stations for an emergency standby generator installation. District staff has coordinated with Genset Services, Inc. to direct purchase the generators and ATSs for these projects and provide this equipment to the construction contractor for installation. This method allows the District to utilize its tax exempt status for savings on the purchase and allows the equipment to be ordered ahead of the construction contract award thereby shortening the construction contract period due to long lead times of this equipment.

The District will "piggy-back" on the existing Florida Sherriff Association, and the Florida Association of Counties (FSA&AC) FSA20-EQU18.0 contract with Genset Services, Inc. for 125KW Generator Package Specification Item # 111 and 600A Automatic Transfer Switch Specification # 467 with contract upgrades as detailed in the attached quote. Below is a summary of the generators and automatic transfer switches to be purchased.

(1) Generac SD130 w/250A ATS	\$ 50,558.00	each
(2) <u>Generac SD130 w/250A ATS</u>	<u>\$ 46,226.00</u>	<u>each</u>
	\$ 96,784.00	TOTAL

Staff recommend the following motion:

"THAT THE DISTRICT GOVERNING BOARD authorize the "piggy-back" of the (FSA&AC) contract FSA20-EQU18.0 with Genset Services, Inc. as detailed in the attached quotes dated 01/24/2022 in the amount of \$ 96,784.00."

James D. Snyder
CHAIRMAN

Gordon M. Bogie
BOARD MEMBER

Stephen B. Rockoff
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

Proposal#: 32568

Proposal Date: 01/24/2022

Valid Until: 02/23/2022

Revision : 0

Job Name: Loxahatchee River District - LS #160

Prepared For: Loxahatchee River Environmental
Control District

Project Rep: Michael Bright

Phone: 954-956-9252

Contact: Kris Dean

Email: mbright@gensetservices.com

We are pleased to offer the following proposal Based on Florida Sheriffs Association Cooperative Purchasing Program Contract, FSA20-EQU18.01:

Quantity 1 - Generac Industrial diesel engine-driven generator set with turbocharged 4-cylinder 4.5L engine, consisting of the following features and accessories:

- Stationary Emergency-Standby rated
- 80 kW Rating, wired for 277/480 VAC three phase, 60 Hz
- Permanent Magnet Excitation
- With upsized 130 kW alternator
- Level 2 Acoustic Enclosure, Aluminum
 - Industrial Grey Baked-On Powder Coat Finish
- 200 MPH Wind Load Certified
- UL2200
- EPA Certified
- SCAQMD
- H-100 Control Panel
 - Meets NFPA 99 and 110 requirements
 - Temp Range -40 to 70 degrees C
 - Digital Microprocessor:
 - Two 4-line x 20 displays, full system status
 - 3 Phase sensing, +/-0.25% digital voltage regulation
 - RS232, RS485 and Canbus remote ports
 - Waterproof connections
 - All engine sensors are 4-20ma for minimal interference
 - Programmable I/O
 - Built-in PLC for special applications
 - Engine function monitoring and control:
 - Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-Manual switch
 - Isochronous Governor, +/-0.25% frequency regulation
 - Full system status on all AC output and engine function parameters
 - Service reminders, trending, fault history (alarm log)
 - I2T function for full generator protection
 - Selectable low-speed exercise
 - 2-wire start controls for any 2-wire transfer switch

Proposal#: 32568

Proposal Date: 01/24/2022

Valid Until: 02/23/2022

Revision : 0

- Remote Emergency Stop Switch, Break-Glass, shipped loose
- 110 AH, 925 CCA Group 31 Battery, with rack, installed
- Standard MLCB, 80% rated thermal-magnetic
 - 150 Amp
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- Coolant Heater, 1500W, 120VAC
- 36" 510 Gallon Double-Wall UL142 Basetank
 - Mechanical fuel level indicator gauge
 - Electronic fuel level sender
 - Emergency Vent
- 3 Owner's Manuals
- 120V GFCI and 240V Outlet
- Alternator Strip Heater
- Standard 2-Year Limited Warranty
- SD0080KG174.5D18HPLY3

Quantity 1 - Automatic Transfer Switch consisting of the following features and accessories:

- Standard Open Transition
- Inphase Transfer, default to Time Delay Neutral
- Contactor-Based Design
- 200 Amp, 3 Pole, 277/480 VAC three phase
- CSA C22.2 Certified
- CUL Listed
- UL1008 Listed
- NEMA 4X Enclosure
- Monitor Mode Selector Switch
- 2-Year Basic Warranty

Quantity 1 – Quick Connect Panel for Load Bank w/ Cam Locks, NEMA4X

Quantity 1 - Freight

Quantity 1 - Startup and Commissioning w/ 4hr Load Bank

Total investments for the above equipment (not including any taxes):

\$ 50,558.00

Terms and Conditions:

30% deposit with order, balance before shipping. Other payment terms need to be approved by the credit department before a

3100 Gateway Drive - Pompano Beach, FL 33069 - Phone: (954) 956-9252 - Fax: (954) 968-6110

578 Cooper Oaks Court - Apopka, FL 32703 – Phone: 407-532-0414 – Fax: 407-532-0415

www.gensetservices.com

Proposal#: 32568

Proposal Date: 01/24/2022

Valid Until: 02/23/2022

Revision : 0

purchase order is accepted. Payment obligations are not dependent or contingent upon the manner in which purchaser may receive.

Estimated Delivery: 17-20wks

FOB: jobsite installation and offloading by others unless included in the above BOM

Quoted Per: plans dated 1/3/22 and email dated 1/14

Exceptions to the specifications:



Sales & Service for Standby Engine Generators



Proposal#: 32568

Proposal Date: 01/24/2022

Valid Until: 02/23/2022

Revision : 0

Customer Authorization:

(by signing below, I acknowledge that I have read and accept the Genset terms and conditions that follow).

Signature:

Print Name:

Title:

Date:

P.O.#:

3100 Gateway Drive - Pompano Beach, FL 33069 - Phone: (954) 956-9252 - Fax: (954) 968-6110

578 Cooper Oaks Court - Apopka, FL 32703 – Phone: 407-532-0414 – Fax: 407-532-0415

www.gensetservices.com



Sales & Service for Standby Engine Generators

Proposal#: 32568

Proposal Date: 01/24/2022

Valid Until: 02/23/2022

Revision : 0

Terms and Conditions

GENSET SERVICES SERVICE TERMS & CONDITIONS 1. Agreement and Order. The terms and conditions set forth below (the Terms and Conditions) and on Gensets proposal, quotation or order form attached hereto (collectively referred to as the "Proposal" and together with these Terms and Conditions, the Agreement) constitute the complete and exclusive statement of the terms of this transaction by and between Genset Services, Inc. (Genset) and the customer identified on the Proposal (the Customer) for the performance of the services specifically set forth on the Proposal (the Services). To the extent that the terms contained on the Proposal differ from the terms contained in these Terms and Conditions, the terms of the Proposal shall govern to the extent of such differences provided that Genset has executed the version of the Proposal containing such terms following the addition or inclusion of such terms. Genset shall have no obligation to perform other services not described on the Proposal, but Genset may provide other Services at Customers request, as and when needed pursuant to the Agreement. Any additional Services performed shall be subject to these Terms and Conditions 2. Parts. Genset shall furnish parts as necessary at Gensets then current scheduled price or on an exchange basis, regardless of when installed, and such parts shall either be new or equivalent to new in performance when used in Customers equipment. 3. Modification of Terms. No terms contained on any purchase order, service order, contract or other document prepared by or submitted to Genset by Customer or its agents, including modification of the terms contained on the Proposal and in these Terms and Conditions, shall be effective or bind Genset unless Genset agrees to such terms or requirements by executing and returning to Customer such purchase order, agreement or other document. Failure by Genset to respond in writing to Customer upon receipt of Genset of a purchase order or other agreement by Customer shall not be a waiver of the requirement that Genset agree in writing to any terms contained in a purchase order or other contract. All representations, promises, warranties or statements by any agent or employee of Genset that differ in any way from the Proposal as prepared by Genset or the Terms and Conditions in the Agreement shall be of no force or effect. No course of prior dealings between the parties and no usage of the trade shall be relevant to this transaction. Prices quoted on the Proposal are good for a period of thirty (30) days from the date of the Proposal, provided that prior to the execution of the Proposal by Customer and acceptance by Genset, prices are subject to change without notice. 4. Charges. Charges for the Services described on the Proposal are described thereon. Charges for on-call, unscheduled or additional Services requested by Customer, but not described on the reverse, shall be at the rates then published by Genset in writing. Customer shall be responsible for any parts and shipping charges for such parts ordered by Genset in order to perform the Services 5. Taxes. Quoted prices do not include any applicable sales, use, transfer, excise or other taxes, tariffs or custom duties unless required by federal, state or local law, in which case, the quoted price shall include only such items of sales, use, transfer, excise or other taxes, tariffs or custom duties as are required by federal, state or local law. Customer will pay directly or to Genset any such taxes, tariffs or duties levied upon the sale, transfer, import, or service or necessary components thereof unless Customer provides Genset with a valid tax exemption certificate. Genset shall provide Customer with any tax payment certificate upon request and after acceptance of the Services being provided hereunder and full payment to Genset. 6. Time of Performance. If performance of the Services is delayed through no fault of Genset, then the time for performance of the work shall be extended to the extent of such delay. Genset shall not be liable for any delays in performance directly or indirectly resulting from acts of Customer, its agents, employees, or subcontractors, or any other causes beyond the control of Genset. If any necessary components of the Services become unavailable, then Genset shall be released from any obligation to provide the specified materials which are unavailable and Customer agrees to pay Genset for any difference between the cost of the unavailable materials or equipment and the cost of any reasonably available substitute. The estimated date of performance indicated on the Proposal is subject to delay due to availability of necessary components, and Genset shall not be liable for any such delay. 7. Payment. Upon Customers execution and return of the Proposal, Customer must provide a deposit in the amount of 30% of the service fee contained in the Proposal unless some other amount is set forth on the Proposal. Unless otherwise set forth on the Proposal, the entire service fee, plus all applicable sales tax and other charges contained on the Proposal must be tendered by Customer to Genset within 2 days following notification by Genset to Customer that the Services are ready to be performed. In any case full and final payment must be made by Customer and received by Genset no later than two days prior to Genset performing the Services, and Genset shall have no obligation to perform the Services prior to receiving full and final payment. Customer is responsible for the payment of all registration fees, use tax or similar assessments and taxes which may be imposed upon the service or the sale, possession or use of any necessary parts or components. Customer hereby grants Genset a security interest in Customers generator and any parts installed by Genset until such time as Genset is actually paid in full, and Customer will assist Genset in any action necessary to perfect Gensets security interest, provided that Genset may prepare, file and record a UCC financing statement to evidence the security interest with no further notice to or consent by Customer. No parts or components furnished by Genset shall become a fixture by reason of being attached to real estate until payment in full has been received and acknowledged by Genset. Customer shall not be entitled to set-off any amounts due from Customer against any amount due to Genset in connection with this transaction. 8. Warranty: Limitation. (a) CUSTOMER ACKNOWLEDGES THAT THE ONLY WARRANTIES WITH RESPECT TO THE SERVICES ARE ANY APPLICABLE WARRANTIES 4813-9727-5146.1 OFFERED BY THE MANUFACTURER OF ANY NECESSARY PART OR COMPONENT THEREOF AND THAT GENSSET MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, NOR DOES IT WARRANT THE MERCHANTABILITY OF THE COMPONENTS OR THAT THE COMPONENTS ARE FIT FOR A PARTICULAR PURPOSE. PARTS AND COMPONENTS ARE SOLD AND SERVICES PROVIDED BY GENSSET TO PURCHASER AS IS WHERE IS AND WITH ALL FAULTS. (b) CUSTOMER ACKNOWLEDGES THAT IT HAS DECIDED TO CONTRACT FOR SERVICES BASED ON ITS OWN ASSESSMENT OF ITS NEEDS. CUSTOMER ACKNOWLEDGES AND AGREES THAT GENSSET HAS NOT MADE ANY STATEMENTS OF FACT CONCERNING THE SERVICES, AND CUSTOMER HAS NOT RELIED UPON ANY STATEMENT BY GENSSET IN DECIDING TO CONTRACT FOR THE SERVICES. (c) CUSTOMER IS SOLELY RESPONSIBLE FOR FOLLOWING ALL MANUFACTURER REQUIREMENTS WITH RESPECT TO THE EQUIPMENT ON WHICH THE SERVICES ARE PERFORMED. (d) Customer further agrees that in no event shall Genset's liability to Customer for damages of any nature exceed the amounts actually paid by Customer to Genset for the Services. 9. Access to Equipment; Performance of Services; Customer Obligations. (a) Genset's maintenance personnel shall have free access to the Customers Equipment for the purpose of providing Services. (b) During any Services provided pursuant to this Agreement as to the System, whether an interruption in electrical service is contemplated by Customer or Genset or not, as a matter of allocating between Customer and Genset the risks associated with an interruption in electrical services and/or taking the Customers equipment off line, Customer agrees to use its best efforts to fully and completely secure all or any part of any facility in which the equipment is located, as the case may be, for any and all safety issues that an electrical service interruption might give rise to, including but not limited to injury to building occupants, customers, invitees, or any third party and/or property damage, or work interruption, arising out of any event of repairs performed by Genset as to the equipment. Customer agrees with Genset that securing of the premises in order for Genset to perform its Services is a material and critical element of this Agreement and, prior to the performance of any Services under this Agreement, Customer will receive and execute with Genset a written Notification and Acknowledgement of Inspection and Warning (Notification) related to the Services provided herein. The Notification shall include Genset's estimate as to when interruption of electrical services may occur during the performance of its obligations under this Agreement. Customer further agrees that Genset shall have no liability to Customer or any third party for any estimate given in connection with potential interruptions in electrical services during the performance of Genset's obligations herein, it being acknowledged by Customer that Genset's Services are often affected by acts of third parties and/or components or elements of the System that do not allow for more specific and accurate estimates as to when an electrical service interruption may occur. 10. Damages. CUSTOMER AGREES THAT GENSSET SHALL NOT BE LIABLE BEYOND THE REMEDIES EXPRESSLY SET FORTH HEREIN. GENSSET SHALL NOT BE RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING IN ANY MANNER FROM THE GOODS, EQUIPMENT OR MATERIALS FURNISHED OR THE WORK PERFORMED PURSUANT TO THE AGREEMENT, WHETHER BASED ON BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, OR FOR THE LOSS OF PROFITS, REVENUES, OR OTHER LOSSES ARISING OUT OF ANY DEFAULT UNDER THIS AGREEMENT, EVEN IF GENSSET SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. THE PRICE OF THE GOODS AND SERVICES PURCHASED BY CUSTOMER IS CONSIDERATION FOR LIMITING GENSSET'S LIABILITY. GENSSET'S LIABILITY FOR ANY CLAIM ASSERTED BY CUSTOMER, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, SHALL NOT EXCEED THE CONTRACT PRICE OF THE SERVICES HEREUNDER. NO ACTION OR SUIT TO ENFORCE RIGHTS OR REMEDIES ARISING FROM THIS TRANSACTION SHALL BE COMMENCED LATER THAN ONE YEAR FROM THE DATE OF GENSSET'S LAST FURNISHING SERVICES UNDER THIS AGREEMENT. 11. Cancellation. Service Orders cannot be cancelled or after Customer signs and returns a Proposal which is accepted by Genset, except with Gensets written consent and subject to conditions then agreed upon which shall indemnify Genset against liability and expense incurred and commitments made by Genset. No materials or products provided in conjunction with the Services may be returned. 12. Indemnity. Customer represents and warrants that it is fully insured for any and all potential damages arising out of or in connection with the Services performed by or to be performed by Genset hereunder. Customer shall defend, indemnify and hold harmless Genset and its officers, directors, employees, agents, owners and affiliates, from and against any and all damages, costs, liability, and expense whatsoever (including attorneys' fees and related disbursements) incurred in whole or in part, directly or indirectly, by reason of: (a) any failure by Customer to perform any covenant 4813-9727-5146.1 or agreement of Customer set forth herein or the breach of any representations or warranties set forth herein; (b) death or bodily injury or loss of or damage to property which arising out of or in connection with the Services provided and any goods, parts or components provided; or (c) any acts of Customer or Customer's personnel; or (d) the unloading, installation, operation, storage or use by Customer of any goods provided by Genset or any other party or subsequent owner. The foregoing obligation shall survive the termination or expiration of this Contract. 13. Miscellaneous. In addition to the other terms and conditions, Customer and Genset further agree that the following shall also govern this Agreement: (a) Waivers. The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy under this Agreement. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances. (b) Governing Law; Construction. This Agreement is being delivered and performed in the State of Florida and shall be construed in accordance with, and governed by, the law of the State of Florida. Venue of any action related to this Agreement shall be placed in the courts of Broward County, Florida, exclusively. This Agreement, together with any other documents executed in conjunction with or pursuant to this Agreement shall not be construed against either Customer or Genset, regardless of which party drafted the Agreement. It is intended that this Agreement is the product of informed negotiations between both parties with full knowledge of the meaning of the terms and conditions hereto. (c) Enforcement. In connection with any action arising out of this Agreement, or in any way relating to the transactions contemplated hereby, the prevailing party in such action shall be entitled to recover from the non-prevailing party all court costs and expenses of litigation, including attorneys fees, court costs, costs of investigation, accounting and other costs reasonably related to the litigation, including, without limitation, all attorneys fees and costs subsequent to entry of any judgment on behalf of the prevailing party, on appeal; in connection with any bankruptcy proceedings, or in any alternative dispute resolution proceedings. THE PARTIES TO THIS AGREEMENT HEREBY WAIVE, WITHOUT EXCEPTION, ANY RIGHT TO JURY TRIAL RELATED TO ANY ISSUE OR MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. (d) Successors and Assigns. All of the terms and conditions of this Agreement, and the rights and obligations of the parties hereunder, shall be binding upon and shall inure to the benefit of the respective heirs, personal representatives, and permitted successors and assigns of the parties hereto. This Agreement does not confer upon or give to any person other than the parties any rights or benefits hereunder. (e) Entire Agreement. This Agreement, any Agreements referenced herein and exhibits attached hereto constitute the entire Agreement and understanding of the parties with respect to the transactions contemplated hereby as an exclusive statement and incorporate and supercede all prior and contemporaneous negotiations, agreements and understandings related to the subject matter hereof. This Agreement, referenced Agreements, and exhibits may not be amended, terminated or otherwise modified, except by a written instrument executed by all of the parties to be bound thereby. (f) Notice. Subject to written notice of change of address, any notice, request, instruction, or other document to be given under this Agreement by any party to any other party shall be in writing, signed by or on behalf of the party giving notice, and shall be deemed to have been given on the earlier to occur of: (1) the date of actual performance; or (2) five (5) days after the date on which such notice is mailed by United States Mail, postage prepaid to each party at the addresses listed below; or (3) the date of electronic facsimile transmission that is verified by the issuance of a successful facsimile transmission report at the facsimile telephone number for the receiving party, which is currently on file with the sending party; or (4) the business day following the day on which such notice is sent by any next day or overnight delivery service to each party at the address listed below. If to Customer: To the address and contact person identified on the Proposal. If to Genset: Genset Services, Inc., 3100 Gateway Drive, Pompano Beach, FL 33069 Genset shall not be in default of any of its obligations hereunder unless Customer provides Genset with seven (7) days written notice of default and specifying the action required to cure the default and Genset fails to cure such default.

3100 Gateway Drive - Pompano Beach, FL 33069 - Phone: (954) 956-9252 - Fax: (954) 968-6110

578 Cooper Oaks Court - Apopka, FL 32703 - Phone: 407-532-0414 - Fax: 407-532-0415

www.gensetservices.com

Proposal#: 32570

Proposal Date: 01/24/2022

Valid Until: 02/23/2022

Revision : 0

Job Name: Loxahatchee River District - LS #296

Prepared For: Loxahatchee River Environmental
Control District

Project Rep: Michael Bright

Phone: 954-956-9252

Contact: Kris Dean

Email: mbright@gensetservices.com

We are pleased to offer the following proposal based on Florida Sheriffs Association Cooperative Purchasing Program Contract, FSA20-EQU18.01:

Quantity 1 - Generac Industrial diesel engine-driven generator set with turbocharged 4-cylinder 4.5L engine, consisting of the following features and accessories:

- Stationary Emergency-Standby rated
- 60 kW Rating, wired for 120/240 VAC three phase, 60 Hz
- Permanent Magnet Excitation
- With upsized 80 kW alternator
- Level 2 Acoustic Enclosure, Aluminum
 - Industrial Grey Baked-On Powder Coat Finish
- 200 MPH Wind Load Certified
- UL2200
- EPA Certified
- H-100 Control Panel
 - Meets NFPA 99 and 110 requirements
 - Temp Range -40 to 70 degrees C
 - Digital Microprocessor:
 - Two 4-line x 20 displays, full system status
 - 3 Phase sensing, +/-0.25% digital voltage regulation
 - RS232, RS485 and Canbus remote ports
 - Waterproof connections
 - All engine sensors are 4-20ma for minimal interference
 - Programmable I/O
 - Built-in PLC for special applications
 - Engine function monitoring and control:
 - Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-Manual switch
 - Isochronous Governor, +/-0.25% frequency regulation
 - Full system status on all AC output and engine function parameters
 - Service reminders, trending, fault history (alarm log)
 - I2T function for full generator protection
 - Selectable low-speed exercise
 - 2-wire start controls for any 2-wire transfer switch
- Remote Emergency Stop Switch, Break-Glass, shipped loose

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Revision : 0

- 110 AH, 925 CCA Group 31 Battery, with rack, installed
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- Coolant Heater, 1500W, 120VAC
- 36" 350 Gallon Double-Wall UL142 Basetank
 - Mechanical fuel level indicator gauge
 - Electronic fuel level sender
 - Emergency Vent
- 3 Owner's Manuals
- 120V GFCI and 240V Outlet
- Alternator Strip Heater
- Primary MLCB, 80% rated thermal-magnetic
 - 100 Amp
- Standard 2-Year Limited Warranty
- SD0060JG174.5D18HPLY3

Quantity 1 - Automatic Transfer Switch consisting of the following features and accessories:

- Standard Open Transition
- Inphase Transfer, default to Time Delay Neutral
- Contactor-Based Design
- 100 Amp, 3 Pole, 120/240 VAC three phase
- CSA C22.2 Certified
- CUL Listed
- UL1008 Listed
- NEMA 4X Enclosure
- Monitor Mode Selector Switch
- 2-Year Basic Warranty

Quantity 1 - Quick Connect Panel for Load Bank w/ Cam Locks

Quantity 1 - Freight

Quantity 1 - Startup and Commissioning w/ 4hr Load Bank

Total investments for the above equipment (not including any taxes):

\$ 46,226.00

Terms and Conditions:

30% deposit with order, balance before shipping. Other payment terms need to be approved by the credit department before a purchase order is accepted. Payment obligations are not dependent or contingent upon the manner in which purchaser may receive.

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Sales & Service for Standby Engine Generators



Proposal#: 32570

Proposal Date: 01/24/2022

Valid Until: 02/23/2022

Revision : 0

Estimated Delivery: 17-20wks

FOB: jobsite installation and offloading by others unless included in the above BOM

Quoted Per: plans dated 1/3/22 and email dated 1/14

Exceptions to the specifications:



Sales & Service for Standby Engine Generators



Proposal#: 32570

Proposal Date: 01/24/2022

Valid Until: 02/23/2022

Revision : 0

Customer Authorization:

(by signing below, I acknowledge that I have read and accept the Genset terms and conditions that follow).

Signature:

Print Name:

Title:

Date:

P.O.#:

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Sales & Service for Standby Engine Generators

Proposal#: 32570

Proposal Date: 01/24/2022

Valid Until: 02/23/2022

Revision : 0

Terms and Conditions

GENSET SERVICES SERVICE TERMS & CONDITIONS 1. Agreement and Order. The terms and conditions set forth below (the Terms and Conditions) and on Gensets proposal, quotation or order form attached hereto (collectively referred to as the "Proposal" and together with these Terms and Conditions, the Agreement) constitute the complete and exclusive statement of the terms of this transaction by and between Genset Services, Inc. (Genset) and the customer identified on the Proposal (the Customer) for the performance of the services specifically set forth on the Proposal (the Services). To the extent that the terms contained on the Proposal differ from the terms contained in these Terms and Conditions, the terms of the Proposal shall govern to the extent of such differences provided that Genset has executed the version of the Proposal containing such terms following the addition or inclusion of such terms. Genset shall have no obligation to perform other services not described on the Proposal, but Genset may provide other Services at Customers request, as and when needed pursuant to the Agreement. Any additional Services performed shall be subject to these Terms and Conditions 2. Parts. Genset shall furnish parts as necessary at Gensets then current scheduled price or on an exchange basis, regardless of when installed, and such parts shall either be new or equivalent to new in performance when used in Customers equipment. 3. Modification of Terms. No terms contained on any purchase order, service order, contract or other document prepared by or submitted to Genset by Customer or its agents, including modification of the terms contained on the Proposal and in these Terms and Conditions, shall be effective or bind Genset unless Genset agrees to such terms or requirements by executing and returning to Customer such purchase order, agreement or other document. Failure by Genset to respond in writing to Customer upon receipt of Genset of a purchase order or other agreement by Customer shall not be a waiver of the requirement that Genset agree in writing to any terms contained in a purchase order or other contract. All representations, promises, warranties or statements by any agent or employee of Genset that differ in any way from the Proposal as prepared by Genset or the Terms and Conditions in the Agreement shall be of no force or effect. No course of prior dealings between the parties and no usage of the trade shall be relevant to this transaction. Prices quoted on the Proposal are good for a period of thirty (30) days from the date of the Proposal, provided that prior to the execution of the Proposal by Customer and acceptance by Genset, prices are subject to change without notice. 4. Charges. Charges for the Services described on the Proposal are described thereon. Charges for on-call, unscheduled or additional Services requested by Customer, but not described on the reverse, shall be at the rates then published by Genset in writing. Customer shall be responsible for any parts and shipping charges for such parts ordered by Genset in order to perform the Services 5. Taxes. Quoted prices do not include any applicable sales, use, transfer, excise or other taxes, tariffs or custom duties unless required by federal, state or local law, in which case, the quoted price shall include only such items of sales, use, transfer, excise or other taxes, tariffs or custom duties as are required by federal, state or local law. Customer will pay directly or to Genset any such taxes, tariffs or duties levied upon the sale, transfer, import, or service or necessary components thereof unless Customer provides Genset with a valid tax exemption certificate. 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Customer is responsible for the payment of all registration fees, use tax or similar assessments and taxes which may be imposed upon the service or the sale, possession or use of any necessary parts or components. Customer hereby grants Genset a security interest in Customers generator and any parts installed by Genset until such time as Genset is actually paid in full, and Customer will assist Genset in any action necessary to perfect Gensets security interest, provided that Genset may prepare, file and record a UCC financing statement to evidence the security interest with no further notice to or consent by Customer. No parts or components furnished by Genset shall become a fixture by reason of being attached to real estate until payment in full has been received and acknowledged by Genset. Customer shall not be entitled to set-off any amounts due from Customer against any amount due to Genset in connection with this transaction. 8. Warranty: Limitation. 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Service Orders cannot be cancelled or after Customer signs and returns a Proposal which is accepted by Genset, except with Gensets written consent and subject to conditions then agreed upon which shall indemnify Genset against liability and expense incurred and commitments made by Genset. No materials or products provided in conjunction with the Services may be returned. 12. Indemnity. Customer represents and warrants that it is fully insured for any and all potential damages arising out of or in connection with the Services performed by or to be performed by Genset hereunder. Customer shall defend, indemnify and hold harmless Genset and its officers, directors, employees, agents, owners and affiliates, from and against any and all damages, costs, liability, and expense whatsoever (including attorneys' fees and related disbursements) incurred in whole or in part, directly or indirectly, by reason of: (a) any failure by Customer to perform any covenant 4813-9727-5146.1 or agreement of Customer set forth herein or the breach of any representations or warranties set forth herein; (b) death or bodily injury or loss of or damage to property which arising out of or in connection with the Services provided and any goods, parts or components provided; or (c) any acts of Customer or Customer's personnel; or (d) the unloading, installation, operation, storage or use by Customer of any goods provided by Genset or any other party or subsequent owner. The foregoing obligation shall survive the termination or expiration of this Contract. 13. Miscellaneous. 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In connection with any action arising out of this Agreement, or in any way relating to the transactions contemplated hereby, the prevailing party in such action shall be entitled to recover from the non-prevailing party all court costs and expenses of litigation, including attorneys fees, court costs, costs of investigation, accounting and other costs reasonably related to the litigation, including, without limitation, all attorneys fees and costs subsequent to entry of any judgment on behalf of the prevailing party, on appeal; in connection with any bankruptcy proceedings, or in any alternative dispute resolution proceedings. THE PARTIES TO THIS AGREEMENT HEREBY WAIVE, WITHOUT EXCEPTION, ANY RIGHT TO JURY TRIAL RELATED TO ANY ISSUE OR MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. (d) Successors and Assigns. All of the terms and conditions of this Agreement, and the rights and obligations of the parties hereunder, shall be binding upon and shall inure to the benefit of the respective heirs, personal representatives, and permitted successors and assigns of the parties hereto. This Agreement does not confer upon or give to any person other than the parties any rights or benefits hereunder. (e) Entire Agreement. This Agreement, any Agreements referenced herein and exhibits attached hereto constitute the entire Agreement and understanding of the parties with respect to the transactions contemplated hereby as an exclusive statement and incorporate and supercede all prior and contemporaneous negotiations, agreements and understandings related to the subject matter hereof. This Agreement, referenced Agreements, and exhibits may not be amended, terminated or otherwise modified, except by a written instrument executed by all of the parties to be bound thereby. (f) Notice. Subject to written notice of change of address, any notice, request, instruction, or other document to be given under this Agreement by any party to any other party shall be in writing, signed by or on behalf of the party giving notice, and shall be deemed to have been given on the earlier to occur of: (1) the date of actual performance; or (2) five (5) days after the date on which such notice is mailed by United States Mail, postage prepaid to each party at the addresses listed below; or (3) the date of electronic facsimile transmission that is verified by the issuance of a successful facsimile transmission report at the facsimile telephone number for the receiving party, which is currently on file with the sending party; or (4) the business day following the day on which such notice is sent by any next day or overnight delivery service to each party at the address listed below. If to Customer: To the address and contact person identified on the Proposal. If to Genset: Genset Services, Inc., 3100 Gateway Drive, Pompano Beach, FL 33069 Genset shall not be in default of any of its obligations hereunder unless Customer provides Genset with seven (7) days written notice of default and specifying the action required to cure the default and Genset fails to cure such default.

3100 Gateway Drive - Pompano Beach, FL 33069 - Phone: (954) 956-9252 - Fax: (954) 968-6110

578 Cooper Oaks Court - Apopka, FL 32703 - Phone: 407-532-0414 - Fax: 407-532-0415

www.gensetservices.com



LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

TO: GOVERNING BOARD
FROM: D. ALBREY ARRINGTON, Ph.D.
DATE: FEBRUARY 2, 2022
SUBJECT: ENVIRONMENTAL EDUCATION COVID-19 POLICY REVISION

In May 2021 LRD staff recommended and the Governing Board approved the Environmental Education COVID-19 Policy. We were all optimistic back then, and we set the policy to expire on December 31, 2021. Well, it is now February 2022 and COVID-19 is still impacting our lives. Therefore, staff have drafted suggested revisions to this policy so that it might continue to be relevant and used to govern behavior associated with our environmental education programs and at the River Center.

Suggested revisions are shown in the redline version and a clean version is provided to facilitate your review and understanding of the revised policy. Mr. Shenkman had reviewed the policy and found it legally sufficient.

I believe the draft revised policy presents a balanced effort to safeguard our campers, guests, visitors, and LRD staff and allow personal liberty and risk taking. Nonetheless, I offer the following motion for your consideration:


“THAT THE GOVERNING BOARD approve the revised Environmental Education COVID-19 Policy with an effective date of February 18, 2022.”

James D. Snyder
CHAIRMAN

Gordon M. Boggie
BOARD MEMBER

Stephen B. Rockoff
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

	LOXAHATCHEE RIVER DISTRICT	Doc No:	LRD-POL-EXE-15
		Effective Date	02/18/2022
		Revision History:	
Author: Jocelyn O'Neill & D. Albrey Arrington		Revision No.	1
		Expiration Date:	TBD
Issuing Department: Executive		Page:	Page 1 of 3

ENVIRONMENTAL EDUCATION COVID-19 POLICY

Purpose

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

Policy


It is the policy of the LRD to establish and implement these protocols and restrictions to protect Campers, Guests, Visitors, and LRD Personnel that visit or participate in programs in, at, or with the River Center.

The LRD will:

- A. Maintain sanitation, cleaning, and disinfecting protocols.
- B. Require Guests, Campers, and LRD Personnel to wear a mask inside the River Center if Palm Beach County orders a mask mandate for all County-owned buildings. Exemptions for medical and religious reasons will be accommodated. Children 2 and under will not be required to wear a mask. ~~Require daily health screening of guests, visitors, and LRD personnel, including a questionnaire about exposure to COVID-19, manifestation of COVID-19 symptoms, and a hands-free temperature check.~~
- C. Deny entry to any person (e.g., Camper, Guest, Visitor, or LRD personnel) exhibiting COVID-19 related Symptoms. Any ~~No~~ person exhibiting COVID-19 Symptoms will not ~~be allowed to attend camp, participate in programs, or otherwise use indoor LRD environmental education facilities. Any guest, visitor, or LRD personnel that is actively exhibiting~~ expresses COVID-19 related Symptoms at any time, will be required to exit the building immediately.
- D. Campers must follow published CDC guidance regarding quarantine and isolation due to COVID-19. Prior to the start of a camp week, the Camp Director will ask parents questions about COVID-19 symptoms and exposure within the past two weeks. Campers that have experienced COVID Symptoms or been exposed to COVID-19 in the two weeks leading up to Camp may attend Camp after an illness or COVID-19 exposure if they (1) test negative for present evidence of their negative COVID-19 test, (2) have received a full dose of a COVID-19 vaccine and 5 days have passed since the onset of their COVID-19 Symptoms, or (3) 10 days have passed since the onset of their COVID-19 Symptoms.

Authority: LRECD Enabling Act

Date Approved by Governing Board: ~~5/21/2021~~ 2/17/2022

	LOXAHATCHEE RIVER DISTRICT	Doc No:	LRD-POL-EXE-15
		Effective Date	02/18/2022
		Revision History:	
Author: Jocelyn O'Neill & D. Albrey Arrington		Revision No.	1
		Expiration Date:	TBD
Issuing Department: Executive		Page:	Page 2 of 3

~~C. Campers may attend Camp after an illness or COVID-19 exposure if they have had a vaccine, isolated for five days, and receive a negative COVID-19 test. Unvaccinated campers may attend camp after an illness or exposure if they have isolated for 14 days and receive a negative COVID-19 test.~~

~~E. Campers sent home due to active COVID-19 Symptoms will not be able to return to camp that week as there will not be time for them to isolate properly before the end of the camp week unless their symptoms resolve and they receive test negative for COVID-19 and their symptoms resolve results. Results of Rapid and at-home test results will be accepted.~~

~~D. LRD Personnel will support Campers, Guests, and Visitors that choose to wear face coverings as a means to reduce exposure to COVID-19. Require face coverings for all Campers while indoors (including inside an automobile).~~

~~E. Require face coverings for all Campers while outdoors when social distancing cannot be maintained. Face coverings are not required for Campers while outdoors when social distancing is maintained.~~

~~F. Design and prioritize outdoor activities to achieve social distancing as much as practical.~~

The LRD reserves the right to Environmental Education Manager or the Executive Director may cancel any camps, field trips, or and other programs or activities due to heightened-intensified COVID-19 risk concerns. The Environmental Education Manager or the Executive Director may ~~LRD reserves the right to~~ close the River Center facility to regular patrons, groups, or camps at any time due to intensified ~~heightened~~ COVID-19 risk ~~concerns~~.

Definitions

- A. Camper: a child that participates in a River Center Summer Camp and/or a child that visits the River Center as part of another camp.
- B. Child: a person less than 18 years of age. Plural form of Child is Children.

- C. COVID-19: is an abbreviation for coronavirus disease 2019, a respiratory illness that can spread person to person and may result in serious illness or death.
- D. COVID-19 Symptoms: as defined by CDC (see <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>), e.g., cough, shortness of breath or difficulty breathing, fever or chills, muscle or body aches, vomiting or diarrhea, new loss of taste or smell.
- ~~D~~.E. Enforcement Personnel: primary/preferred is the Environmental Education Manager (e.g., Jocelyn O'Neill); alternate is the most senior Environmental Education Staff Member onsite (at a minimum must be regular, full-time LRD staff member).
- ~~E~~.F. Face Covering: clean and dry medical mask, cloth mask with 2 or more layers, or buff that covers both the nose and mouth.
- ~~F~~.G. Guest: a person participating in a program or using a facility or service provided by LRD, e.g., a patron.
- ~~G~~.H. LRD Personnel: refers to anyone acting in an official capacity as a LRD employee or volunteer, including LRD staff, interns, volunteers and board members.
- ~~H~~. ~~Social Distancing: according to the CDC, a minimum of 6 feet of space between individuals.~~
- I. Visitor: a person on LRD property or leased facilities; not including employees.

Relevant Procedures

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

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

Relevant Policies

The following policies may relate to this policy:

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

Applicability

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

Consequences


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

Expiration

This policy will expire on December 31, ~~2021~~2022.

Policy Questions

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

	LOXAHATCHEE RIVER DISTRICT	Doc No:	LRD-POL-EXE-15
		Effective Date	02/18/2022
		Revision History:	
Author: Jocelyn O'Neill & D. Albrey Arrington		Revision No.	1
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		Page:	Page 1 of 3

ENVIRONMENTAL EDUCATION COVID-19 POLICY

Purpose

The health and safety of Campers, Guests, Visitors, and Loxahatchee River Environmental Control District (LRD) Personnel is a top priority of the LRD; therefore, the LRD is implementing the following policies as science-based precautions to safeguard the health and wellbeing of our Campers, Guests, Visitors, and LRD Personnel. This policy is based upon guidance published by the Centers for Disease Control (CDC).

Policy

It is the policy of the LRD to establish and implement these protocols and restrictions to protect Campers, Guests, Visitors, and LRD Personnel that visit or participate in programs in, at, or with the River Center.

The LRD will:

- A. Maintain sanitation, cleaning, and disinfecting protocols.
- B. Require Guests, Campers, and LRD Personnel to wear a mask inside the River Center if Palm Beach County orders a mask mandate for all County-owned buildings. Exemptions for medical and religious reasons will be accommodated. Children 2 and under will not be required to wear a mask.
- C. Deny entry to any person (e.g., Camper, Guest, Visitor, or LRD personnel) exhibiting COVID-19 Symptoms. No person exhibiting COVID-19 Symptoms will be allowed to attend camp, participate in programs, or otherwise use indoor LRD environmental education facilities. Any guest, visitor, or LRD personnel that is actively exhibiting COVID-19 Symptoms will be required to exit the building immediately.
- D. Campers must follow published CDC guidance regarding quarantine and isolation due to COVID-19. Prior to the start of a camp week, the Camp Director will ask parents questions about COVID-19 symptoms and exposure within the past two weeks. Campers that have experienced COVID Symptoms or been exposed to COVID-19 in the two weeks leading up to Camp may attend Camp if they (1) test negative for COVID-19, (2) have received a full dose of a COVID-19 vaccine and 5 days have passed since the onset of their COVID-19 Symptoms, or (3) 10 days have passed since the onset of their COVID-19 Symptoms.
- E. Campers sent home due to active COVID-19 Symptoms will not be able to return to camp that week unless they test negative for COVID-19 and their symptoms resolve. Rapid and at-home test results will be accepted.
- F. LRD Personnel will support Campers, Guests, and Visitors that choose to wear face coverings as a means to reduce exposure to COVID-19.

Authority: LRECD Enabling Act

Date Approved by Governing Board: 2/17/2022

The Environmental Education Manager or the Executive Director may cancel any camp, field trip, or other program or activity due to intensified COVID-19 risk. The Environmental Education Manager or the Executive Director may close the River Center facility to regular patrons, groups, or camps at any time due to intensified COVID-19 risk.

Definitions

- A. Camper: a child that participates in a River Center Summer Camp and/or a child that visits the River Center as part of another camp.
- B. Child: a person less than 18 years of age. Plural form of Child is Children.
- C. COVID-19: is an abbreviation for coronavirus disease 2019, a respiratory illness that can spread person to person and may result in serious illness or death.
- D. COVID-19 Symptoms: as defined by CDC (see <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>), e.g., cough, shortness of breath or difficulty breathing, fever or chills, muscle or body aches, vomiting or diarrhea, new loss of taste or smell.
- E. Enforcement Personnel: primary/preferred is the Environmental Education Manager (e.g., Jocelyn O'Neill); alternate is the most senior Environmental Education Staff Member onsite (at a minimum must be regular, full-time LRD staff member).
- F. Face Covering: clean and dry medical mask, cloth mask with 2 or more layers, or buff that covers both the nose and mouth.
- G. Guest: a person participating in a program or using a facility or service provided by LRD, e.g., a patron.
- H. LRD Personnel: refers to anyone acting in an official capacity as a LRD employee or volunteer, including LRD staff, interns, volunteers and board members.
- I. Visitor: a person on LRD property or leased facilities; not including employees.

Relevant Procedures

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

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

Relevant Policies

The following policies may relate to this policy:

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

Applicability

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

Consequences

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

Expiration

This policy will expire on December 31, 2022.

Policy Questions

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



LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

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

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

DATE: February 8, 2022

SUBJECT: 22-005-00115/General Services - Electrician Services:
Recommendation of Award

On February 1, 2022 the District received one bid for the subject work. The Bid provides for licensed electrician services on an as needed basis for general repairs and maintenance to District wastewater and reclaimed water infrastructure.

As the only bidder, an evaluation of Hinterland Group, Inc.'s bid was performed. They were found to be responsive and responsible, as such, the following motion is offered for the Board's consideration:

“THAT THE DISTRICT GOVERNING BOARD authorize award of Bid 22-005-00115 to Hinterland Group, Inc. for an amount not to exceed \$100,000.00”

James D. Snyder
CHAIRMAN

Gordon M. Boggie
BOARD MEMBER

Stephen B. Rockoff
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT BID

Bid # 22-005-00115

BID RESPONSE

The Contractor agrees to execute an Agreement in strict accordance with the Contract Documents and perform the work to be reimbursed in the full amount of the contract price as listed below.

Master Electrician	\$ <u>125.00</u> /HR
Journeyman Electrician	\$ <u>97.00</u> /HR
Apprentice/Electricians Helper	\$ <u>84.00</u> /HR

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Is bidder's Qualification information included?	YES; INITIAL <u>CH</u>
Is proof of ability to provide insurance provided?	YES; INITIAL <u>CH</u>
Is licensing provided?	YES; INITIAL <u>CH</u>
Health, Safety and Environmental submittal is provided?	YES; INITIAL <u>CH</u>

BIDDER'S FIRM NAME: Hinterland Group Inc.

BIDDER'S SIGNATURE: [Signature]

(Failure to sign by a duly authorized representative shall result in rejection of this bid)

By signature on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the LRECD's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the LRECD in official amendments prior to this date of submittal.

FIRM ADDRESS: 2051 W Blue Heron Blvd., Riviera Beach, FL 33404

FIRM TELEPHONE NUMBER: 561-640-3503

FIRM E-MAIL ADDRESS: info@hinterlandgroup.com

APPLICABLE LICENSE(S): CGC1520354 / CUC1224634 / EC13003615

FIRM FEDERAL ID #: 20-5156844

ITB#22-005-00115/Electrician Services



LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

TO: D. Albrey Arrington, Ph.D., Executive Director
FROM: Jason A. Pugsley, P.E., Operations – Plant Manager
DATE: February 11, 2022
SUBJECT: Replacement Grit Classifier and Hydrocyclone – Emergency Purchase

The grit classifier unit is a critical piece of equipment at the headworks structure of the District's wastewater treatment plant (WWTP). The removal of grit and sand from the plant influent is essential to the preservation and longevity of downstream pumps and equipment. The accumulation of grit and sand in downstream tankage can also result in the loss of treatment capacity within plant process tankage. Further, accumulation of grit and sand in unit treatment processes which utilize diffused aeration systems can cause clogging/plugging of diffusers resulting in increased maintenance and repairs as well as significant detrimental impacts to the effluent treatment quality.

The existing grit classifier unit has reached the end of its useful service life and emergency replacement of the unit is warranted. The existing unit has performed adequately but the District Maintenance Team has had to make three (3) separate repairs recently to address leaks which occurred due to failures in the trough housing. It was anticipated that the repairs would extend the service life of the classifier so that it could be replaced using a conventional bid solicitation process. However, based on the magnitude and the condition of the trough housing during the most recent repair, it was determined that emergency replacement of the unit was warranted to expedite the procurement and fabrication of a replacement unit.

District Staff was previously in the process of evaluating product data, including budgetary pricing and dimensional data, from alternate grit classifier manufacturers. As part of the evaluation, Staff considered units available from five (5) different manufacturers with varying design criteria. Staff also evaluated the dimensional compatibility of each unit with the existing site layout. Based on Staff's findings, Staff recommends the emergency purchase of a replacement classifier and paired hydrocyclone from Fluidyne Corporation. The unit available from Fluidyne Corporation includes preferred system design criteria and it will require the least piping modifications to accommodate the unit at the site.

Staff recommends the following motion:

"THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute a purchase order to Fluidyne Corporation for the emergency purchase of a replacement grit classifier unit and manufactured paired hydrocyclone unit to be installed at the headworks structure, in the amount of \$64,895.00 plus a contingency amount of \$2,500.00"

James D. Snyder
CHAIRMAN

Gordon M. Boggie
BOARD MEMBER

Stephen B. Rockoff
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

Fluidyne Corporation

5436 NORDIC DR., SUITE D

CEDAR FALLS, IA 50613

PHONE 319-266-9967

FAX 319-277-6034

TAX ID #:84-0889809

PROPOSAL

FLUIDYNE CORPORATION (HEREINAFTER CALLED THE COMPANY) AGREES TO SELL TO THE PURCHASER AND THE PURCHASER AGREES TO BUY AND ACCEPT FROM THE COMPANY, THE ITEM(S) DESCRIBED HEREIN.

PROJECT: Loxahatchee River District, Florida

PROPOSAL NUMBER: FLC 011322

DATE WRITTEN: January 13, 2022

WRITTEN BY: Erick Mandt

FLUIDYNE CORPORATION
5436 NORDIC DRIVE, SUITE D
CEDAR FALLS, IOWA 50613
(319) 266-9967

PROPOSAL #: FLC 011322
PROJECT: Loxahatchee

DATE: January 13, 2022

Fluidyne Corporation pleased to offer the following equipment for your consideration on the above referenced project:

One (1) Grit Hydrocyclone capable of receiving 250 gpm at 5 to 8 psi. Grit cyclone to be fabricated out of steel with replaceable neoprene internal liners. Unit to include 4" inlet and 6" overflow flange connections.

One (1) Fluidyne model# FHGC-8 Hydro-grit classifier, 304SS housing construction, with 304SS support legs, and 304SS mounting brackets for the cyclone. The unit shall include a 0.5 HP @ 2 RPM drive unit. The unit shall have lamella plates to promote grit settling. A wear resistant liner shall be included. The entire assembly shall include removable covers, and a 0.5 HP Nord gear motor type drive unit. Motor is non-explosion proof rated.

PRICE: Total lot sum price for the above items is **\$64,895.00** FOB-Loxahatchee, Florida.

SPARE PARTS: One (1) Set of replaceable trough liner can be provided at an additional price of **\$1575** if purchased with original equipment.

SUBMITTALS: Submittals for engineering approval can be provided 3 to 4 weeks after receipt of a purchase order. One (1) Electronic submittal is included.

O&M MANUALS: Installation, Operation and Maintenance Manuals will be provided at the time of shipment. One (1) Electronic IOM manual is included.

SERVICE: Service for installation inspection, start-up and operator training is included in the amount of one (1) man-day provided in one trip. Additional service can be provided at a rate of \$1250/day plus travel and living expenses.

EXCLUSION: Not furnished by Fluidyne are the following: Any pipe and supports; fittings or valves except those specifically included above; anchors bolts and interfacing flange hardware and gaskets; controls; SCADA; mechanical or electrical installation labor; off-loading of equipment; jobsite storage; jobsite testing; controls or motor starters; explosion proof

equipment; insurance and other items not specifically mentioned in the body of the proposal.

SHIPMENT: The price quoted is based on a target shipment date of 16 to 18 weeks after release to production.

TAXES: Any applicable duties or sales, use, excise or similar taxes are not included in the quoted price.

TERMS OF PAYMENT: Warranties shall apply only when payments are made in full and according to the following schedule:

Net 30 Days from the date of invoice

Title shall not pass to purchaser or end user until all payments including final payment and any retention for all goods and services have been received in full by Fluidyne.

DURATION: This proposal shall remain in effect for 30 days after bid date unless changed in the interim upon written notice.

FLUIDYNE CORPORATION - TERMS OF SALE

The conditions stated below shall constitute a part of the agreement resulting from the acceptance of an order for the whole or any part of the equipment covered by this quotation.

1. ACCEPTANCE:

All orders shall be made out to Fluidyne Corp., 5436 Nordic Dr, Suite d, Cedar Falls, Iowa 50613, and shall be subject to acceptance by Fluidyne. Orders may not be canceled without Fluidyne's written consent, and then only on terms indemnifying Fluidyne against loss. Fluidyne reserves the right to correct any typographical or clerical errors in the proposal, pricing, or specification. Acceptance of any contract by Fluidyne shall be contingent upon credit approval. Performance shall be subject to strikes, fires, accidents, or curtailments in manufacturing or due to delays unavoidable or beyond the control of Fluidyne. No direct or liquidated damages or penalties shall be accepted. Receipt of the original copy of this proposal, signed by the purchaser, shall constitute a purchase order. The drawings and bulletin illustrations submitted with this proposal shall be general type, arrangement and approximate dimensions of the equipment to be furnished. Fluidyne reserves the right to alter such details in design or arrangement of its equipment, which in its judgment would constitute an improvement in construction, application or operation. Fluidyne shall promptly forward all necessary engineering information for installation of its equipment to the purchaser upon receipt of this accepted proposal. Any changes in equipment, arrangement of equipment, or

application of equipment requested by purchaser after acceptance of proposal will be made at purchaser's expense.

2. TAXES

The prices quoted are subject to any addition, which may be necessary to cover any tax charge now existing or hereafter imposed by Federal, State, or Municipal authorities upon equipment or services herein described or the production, sale, distribution or delivery thereof, or upon any feature of this transaction.

3. BINDING RESPONSIBILITIES:

Sales representatives are not authorized to bind us. Typographical errors are not binding.

4. CANCELLATION:

After acceptance, an order shall not be subject to cancellation unless cancellation charges are borne by the Purchaser for work done by the Seller up to the time of receipt of cancellation notice; nor shall such orders be subject to change unless price increases are born by the Purchaser.

5. SHIPMENT AND DELIVERY:

All deliveries quoted are estimates based on Fluidyne's best judgment at the time of this proposal, but shipment on these dates is not guaranteed. Deliveries are figured from date of receipt in Cedar Falls, Iowa of approved order and technical data. Fluidyne will not accept any claims caused by delay in shipment or delivery. It is further understood that storage charges of 1 percent per month will apply commencing 30 days from date of equipment completion if purchaser asks the delivery be delayed after production is started. Billing will be made at time of completion of equipment and paid per standard terms.

6. TERMS OF PAYMENT:

Terms of payment are 100% Net 30 days from shipping unless stipulated otherwise in the body of this proposal. Accounts not paid on net cash due date bear interest at the rate of 1.5 percent per month not to exceed the maximum permissible by law. Title shall not pass to purchaser or end user until all payments of goods and services have been received in full by Fluidyne.

7. INSTALLATION AND INITIAL OPERATION:

All equipment shall be installed by and at the expense of the Purchaser unless otherwise stipulated. The Seller will furnish at its option, engineers to supervise the installation and starting up of the equipment. Field service will be provided by a factory-trained representative at a per diem rate of \$750.00 plus travel and expenses on any additional period not stated in this contract.

8. WARRANTY:

Fluidyne warrants the equipment proposed and described herein against defects in material and workmanship under normal service for a period of one year after date of start-up, not to exceed eighteen months from date of shipment. Parts of products manufactured by others and provided by Fluidyne are warranted only to the extent of the original manufacturer's warranty. This warranty is valid provided that the installation operation and maintenance of the equipment is made in accordance with Fluidyne's instructions. The purchaser must promptly give written notice of any equipment defects to Fluidyne. Under warranty, Fluidyne will provide, without cost to the purchaser, such replacement parts as may be required to repair

or replace the defective equipment. All labor as may be required to make such replacements must be made by purchaser unless stated otherwise in this proposal. Qualified Fluidyne personnel or its agents must perform all startup service, or this warranty is void. Fluidyne will not warrant nor replace any material involved when repairs are made without prior written authorization from Fluidyne.

THIS IS FLUIDYNE'S SOLE WARRANTY. FLUIDYNE MAKES NO OTHER WARRANTY OF ANY KIND, IMPLIED OR EXPRESSED: ALL IMPLIED OR EXPRESSED WARRANTY MADE BY ANY PERSON, AGENT OR REPRESENTATIVE WHICH EXCEEDS FLUIDYNE'S AFOREMENTIONED OBLIGATION ARE HEREBY DISCLAIMED BY FLUIDYNE AND EXCLUDED FROM THIS WARRANTY.

9. PATENTS:

The equipment provided by Fluidyne may be covered by patents pending or issued. Fluidyne grants the right to use this equipment with further charges. Fluidyne does not grant rights to use, royalties, or protection against patent litigation arising from use of this equipment in patented processes controlled by others unless otherwise listed above.

10. CHANGE ORDERS:

Any change orders shall be mutually agreeable between buyer and seller.

11. LIABILITY:

In no event shall either party be liable to the other party for anticipated profits or for incidental, special, indirect, punitive or consequential damages under any circumstances. A party's liability on any claim of any kind for any loss or damage arising out of, connected with, or resulting from this Agreement or from the performance or breach thereof shall, in no case, exceed the price allocable to the Equipment or the Services or any unit thereof which gives rise to the claim. Neither Buyer nor Seller shall be liable for penalties of any description.

12. PRICING

Fluidyne pricing is based on these terms of sale. No monies have been included for acceptance of different, additional or modified terms of sale.

SUBMITTED BY: FLUIDYNE CORPORATION

DATE: January 13, 2022

PROJECT: Loxahatchee, FL

ACCEPTED BY: _____
(Sign and Title)

(Company Name)_____

DATED: _____



LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

To: D. Albrey Arrington, Ph.D., Executive Director
From: Bud Howard, Director of Information Services
Date: February 9, 2022
Subject: Customer Information & Billing, Payment Services and Print & Mail Services Solution

This is a request for the Governing Board's approval of a new customer information and billing system (CIS). Because of the tight integration among the CIS with payment services (e-check and credit card) and the print & mail provider we have incorporated these services areas too.

The District's present CIS has been in place for nearly 20 years. As the District has evolved, so have our needs and desires for centralized digital information to manage all aspects of our customers' information including billing, delinquency, commercial bill computations, sewer assessments, payment plans, etc. Over the years, we have worked with our CIS provider to build enhancements and we have developed computerized in-house tools to manage specific tasks because of constraints of our existing system. The result has been a collection of tools that generally meet our needs but are less effective and efficient than they could be. This, in conjunction with very little development occurring with our present CIS, we felt it was an appropriate time to explore the marketplace and we have found some very compelling solutions.

In December we advertised a request for proposals for CIS solutions, payment services providers and print & mail service providers. We encouraged respondents to provide submittals as partnerships of all three service areas, but it was not a requirement so that we could receive proposals from independent providers. The scoring criteria was explained in the RFP and based on 6 scoring factors shown below. We received a total of 14 proposals: 9 proposals from CIS solution providers (nearly all brought partners for payment and print & mail), 3 proposals from payment services-only providers, and 2 proposals from print & mail-only providers.

Scoring factors for the selection of the CIS solution.

Factor	Description	Points
1	Functional Fit / Comprehensiveness of Solution / Desired Features	25
2	Technology, Operational and Security Considerations	25
3	Implementation, Training and Conversion Proposals	15
4	Experience and Stability of Vendor	15
5	Price (10-year cost of ownership)	10
6	Considerations of Integrations and Collaborations Among Respondents	10
	Total	100

James D. Snyder
CHAIRMAN

Gordon M. Boggie
BOARD MEMBER

Stephen B. Rockoff
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

The selection committee reviewed all of the proposals. Based on a preliminary assessment of the scoring factors, the selection committee shortlisted two firms (Edmunds GovTech and Util360) as the highest ranked vendors. We then conducted web demonstration/meetings with both leading vendors. Following the demonstration, and additional review and analysis, neither firm was a clear leader, and we scheduled a 2nd demonstration/meeting to get more details on their proposed solutions. At this point the selection committee began researching both of the highest ranked vendors and independently verifying their references and customers. During the more thorough assessment of scoring factors for Util360, the selection committee became aware of a lack of independently verifiable information regarding the company and their experience providing the solutions we are seeking to other, similar government water/wastewater utilities (scoring factor 4). The selection committee then cancelled Util360's 2nd presentation because they were no longer a contender for the top selection.

After a thorough assessment, the selection committee ranked Edmunds GovTech as the best value for the District. Edmunds GovTech specializes in technology solutions to local governments. They have been in business since 1971 and serve over 1,900 small and mid-sized municipalities, counties and government agencies. They provide a feature-rich solution that will meet all of our service needs and desires, and their software system is under continuous development and improvement based on feedback from their customers. All five of Edmunds GovTech's references were independently verified and each reported high levels of satisfaction with the Edmunds CIS solution. The total cost for their software solution, computed as a 10-year cost of ownership, was the lowest of the 9 firms considered. In fact, our annual software costs will be 15% (\$4,073) less than our present annual costs.

Edmunds also brings partners, with established integrations, to provide appealing pricing for the payment services transaction fees and print & mail services, relative to our present provider and the independent providers that responded to the RFP. Projected annual transaction costs through Edmunds GovTech's payment services provider, FIS Global (a global leader in financial services), are estimated to be approximately 8% (\$9,000) less than our present annual costs. The charges for the print and mail services through Edmunds GovTech's integration partner, Professional Mail Services, Inc. are similar to our present costs.

The proposal submitted by Edmunds GovTech was the highest ranked proposal (see table below). The solution proposed by Edmunds GovTech provides all of the services, features, functionality and continuous improvement we are seeking. Their references, reputation and extensive experience are all verified and excellent, and the pricing of the solution is appealing. Thus, the Edmunds solution is deemed the best value for the District.

Therefore, staff recommend the following motion:

"THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute the attached sales agreement as a continuing contract with Edmunds GovTech in accordance with their submittal to RFP-22-004-00114 and authorize a purchase order to Edmunds GovTech in the amount of \$66,337.00."

Please note: As we near completion of software implementation with Edmunds GovTech staff will return to the Board seeking authorization of separate purchase orders for projected fiscal year costs associated with transaction fees (FIS Global) and printing and mailing charges (Professional Mail Services).

Final vendor ranking for Utility Information & Billing System, Payment Processing Services, and Printing and Mailing Services as provided by the Selection Committee.

Loxahatchee River District RFP 22-004-00114
Utility Customer Information & Billing System
Payment Processing Services
Printing and Mailing Services

Final Ranking
February 4, 2022

Category	Company	Rank
Customer Information & Billing Systems <i>Including Partnerships</i>	Edmunds	1
	MuniLink	2
	BS&A	3
	Tyler	4
	Starnik	5
	Enterprise Solutions	6
	Cogsdale	7
	Ablesoft	8
	Util360	9
Payments Only	Invoice Cloud	1
	First Billing	2
	PayNearMe	2
Print/Mail Only	Arista	1
	Infosend	2

Based these scores, the Selection Committee intends to recommend **Edmunds GovTech** to the Governing Board.

The Edmunds solution includes all services.

Customer:	Loxahatchee River District	Sales Order	
Customer Address:	2500 Jupiter Park Drive Jupiter, FL 33458	Order #:	00003098
Customer County:	Palm Beach	Effective Date:	Date of customer signature below
Customer Admin Contact:	Bud Howard	New/Add-On:	New Logo Core
Customer Admin Phone:	561-747-5700	Sales Rep:	Darrin Love
Customer Admin Email:	bud.howard@lrecd.org		

Investment Summary

Software Services - Subscription	\$17,737.00
Hosting Services	\$4,800.00
Professional Services - Implementation	\$13,800.00
Conversion Services	\$30,000.00
Year 1 Investment:	\$66,337.00

Summary Notes

In accordance with and as described in Edmunds GovTech proposal to Loxahatchee River District RFP #22-004-00114: 25% will be due upon execution of the contract, 25% will be invoiced 60 days after the Effective Date and the remaining 50% will be invoiced upon the earlier of project acceptance or first production use.

One-time Data Conversion Fees: 25% will be due upon execution of the contract, 25% will be invoiced 60 days after the Effective Date and the remaining 50% will be invoiced upon the earlier of project acceptance or first production use.

Hosting Services Fees: 100% will be invoiced on the Effective Date for the first annual term. Thereafter, 100% of each subsequent annual fee will be invoiced annually, 60 days prior to each anniversary of the Effective Date.

Annual Subscription Fees: 100% will be invoiced upon execution of the contract for the first annual term. Thereafter, 100% of each subsequent annual fee will be invoiced annually, 60 days prior to the anniversary of the term date.

All invoices shall be paid within 30 days of the invoice date.

Software Services - Subscription	Amount
Utility Billing & Collections - 5 Year Term, Annual cost	\$14,517.00



Software Services - Subscription	Amount
Transaction Services and Costs: Web Inquiry and Payment Portal - Utility - 5 Year Term, Annual Cost	\$1,680.00
WIPP - Utility IVR - 5 Year Term, Annual Cost	\$1,540.00
Agency Fund Rates: 2% for credit/debit cards (VISA, MasterCard, Discover) and \$.90 per electronic check. Annual Fees:	\$17,737.00

Hosting Services	Amount
Hosting (Level I), Annually	\$4,800.00
Annual Fees:	\$4,800.00

Professional Services - Implementation	Amount
Standard Utility Implementation II	\$13,800.00
One-Time Fees:	\$13,800.00

Conversion Services	Amount
Utility Billing - Advanced Conversion 1. <i>Billing and Payment Transaction History for 3 years; All pertinent transaction history for delinquent accounts.</i> 2. <i>All pertinent data for the 20 year assessments</i> 3. <i>All pertinent data for Installation Agreements</i> 4. <i>All pertinent data for connection charges and financing plans</i> 5. <i>All pertinent data for Payment Plans</i> 6. <i>Reuse/Irrigation transactions for the 3 years</i> 7. <i>All pertinent data for Developer Agreements</i>	\$25,000.00
Utility Billing - Document Attachments	\$5,000.00
One-Time Fees:	\$30,000.00

Print and Services
<p>Bill and Past Due Notice Print and Mail Services provided through Edmunds integration partner, Professional Mail Services, Inc. (PMSI), under a separate agreement.</p> <p>The rates for the main services are:</p> <p>Regular Bills – Color, double sided, with envelopes \$0.13 each</p> <p>Past Due Notices – Color, single sided \$0.104 each</p> <p>Standard Postage Rates for Presort First Class – presently \$0.43-0.44* each No charge for backer changes.</p> <p><i>*Rates are average estimated; actual rates depend on rates per USPS rate setting and degree of First Class Presort qualification.</i></p>

Software Services - Subscription Notes	Initial term of the Software Services are a 60 month subscription, commencing 90 days after the Effective Date. Thereafter, the Software Services subscription shall renew automatically for 12-month renewal terms unless written notice is provided by Customer at least 90 days prior to the expiration of the initial or then-current renewal Term. Fees may increase annually during the initial, or renewal terms subject to a maximum annual increase equal to the greater of (i) the Consumer Price Index for All Urban Consumers: U.S. City average and (ii) four percent (4%)
Hosting Services Notes	The initial Hosting Services Term shall be 60 months commencing on the Effective Date. The Hosting Services Terms shall renew automatically for 12-month renewal terms at then-current applicable Fees unless written notice is provided by Customer at least 90 days prior to the expiration of the initial or then-current renewal Term. Fees for Hosting Services may increase annually during the initial Term subject to a maximum annual increase equal to the greater of (i) the Consumer Price Index for All Urban Consumers: U.S. City average and (ii) four percent (4%).

Please return executed Sales Orders via
DocuSign or Email to:
Edmunds GovTech, Inc.

Email: SalesOrders@EdmundsGovTech.com
P: 888.336.6999 | F: 609.645.3111
www.EdmundsGovTech.com

_____ THE UNDERSIGNED IS AUTHORIZED TO EXECUTE THIS SALES ORDER ON BEHALF OF CUSTOMER AND ACKNOWLEDGES AND AGREES ON BEHALF OF CUSTOMER THAT (A) ALL SERVICES SET FORTH IN THIS SALES ORDER ARE SUBJECT TO AND GOVERNED BY THE EDMUNDS GOVTECH, INC. SERVICE TERMS AND CONDITIONS AVAILABLE AT THE FOLLOWING URL: <https://go.edmundsgovtech.com/terms> (THE "SERVICE TERMS"), WHICH ARE INCORPORATED INTO THIS SALES ORDER, AND (B) THIS SALES ORDER, INCLUDING THE SERVICE TERMS, IS THE COMPLETE AND EXCLUSIVE AGREEMENT BETWEEN EDMUNDS GOVTECH (OR OUR AFFILIATE PROVIDING THE SERVICES DESCRIBED HEREIN) AND CUSTOMER CONCERNING THE SUBJECT MATTER HEREOF AND SUPERSEDES ANY PRIOR OR CONTEMPORANEOUS TERMS AND CONDITIONS, INCLUDING ANY PURCHASE ORDER CUSTOMER MAY PROVIDE OR ANY PRIOR COURSE OF DEALING OR USAGE OF TRADE, AND SUCH ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS SHALL HAVE NO FORCE OR EFFECT.

EDMUNDS GOVTECH, INC.

Loxahatchee River District

By: <u>Darrin Love</u>	Date: <u>02/09/2022</u>	By: _____	Date: _____
Darrin Love Regional Sales Director		D. Albrey Arrington, Ph. D. Executive Director	



LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

To: Governing Board
From: Kara Fraraccio, Director of Finance and Administration
Date: February 11, 2022
Subject: Disposal of Surplus Property

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
	TE58-1	Vac-Con Sewer Cleaner	Operational	09/30/01	\$ 226,476	\$ -	\$ 65,000
	TE58-2	Vac-Con Roots Blower	Operational	09/30/08	19,675		
	TE58-3	Vac-Con Water Pump	Operational	09/30/17	11,908		
Total Assets to be Disposed					\$ 258,059	\$ -	\$ 65,000

The items listed in the schedule 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 numbers TE58-1, TE58-2, and TE58-3 in the schedule above in accordance with the District's Disposal of Surplus Tangible Personal Property Policy."

James D. Snyder
CHAIRMAN

Stephen B. Rockoff
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

Gordon Boggie
BOARD MEMBER



Change Orders

No Change Orders are presented
for Board consideration this month.



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LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

To: Governing Board
From: Kara Fraraccio, Director of Finance and Administration
Date: February 11, 2022
Subject: Audit for Fiscal Years 2021 & 2020

The Final Annual Financial Report for the fiscal years ended September 30, 2021 and 2020 is provided for your review.

I am proud to tell you we received an unmodified or 'clean' audit opinion with no recommendations to improve financial management from the auditors. As you read the audit, I suggest you pay particular attention to the "Management's Discussion and Analysis" (pages 4-10). This section is prepared by the District and provides an overview of the financial activities of the District for the fiscal year ended September 30, 2021, with comparative information for the prior two years.

The following reports are prepared by the auditors and are required by either Auditing Standards or Florida Statutes. These reports describe what is required by the auditors and detail any findings and conclusions.

- Independent Auditor's Report (pages 1-3)
- Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on and Audit of Finance Statements Performed in Accordance with *Government Auditing Standards* (pages 59-50)
- Independent Auditor's Management Letter Required by Chapter 10.550, Rules of the State of Florida, Office of the Auditor General (page 51-53)
- Independent Accountant's Report on Compliance with Section 218.415, Florida Statutes (pages 54-55)

The Annual Financial Report is attached to this memo. Notable changes from the draft provided are summarized below:

- Page 10 – Revised the last bullet from "Jupiter Inlet Lighthouse" to "Jupiter Inlet Lighthouse Outstanding Natural Area"
- Page – 16 Note 1, first paragraph, revised Chapter 2002-358 to Chapter 2021-249 and revised the remainder of that sentence to match the same sentence under District Profile, Page i.

James D. Snyder
CHAIRMAN

Stephen B. Rockoff
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Gordon Boggie
BOARD MEMBER

- Page 21 – Removed statement regarding the implantation of GASB 97 in fiscal year 2022
- Page 29 – Corrected the total of Other Construction Contracts to \$3,537,890
- Page 31 Note 9, Service Agreement – Added the 2021 renewal and rates
- Page 32 Note 10 – Added statement regarding the District dropping coverage on lift stations
- Page 41 Wastewater Treated – Revised the Total Direct Sewer Rates to show costs per one thousand gallons treated
- Page 47 Wastewater Treatment Capacity – Updated 2021 Percent Capacity to 65% and added the following note “Improvements in water use efficiency and decreasing infiltration and intrusion (due to rehabilitation of gravity sewer systems) have contributed to stable average daily flows in the face of increasing number of equivalent connections served.”
- Page 52 – Added reference to the new Florida Statute 218.39(3)(c), requirement

The audit firm will present the audit at our Board meeting this month. If no major concerns arise, a final report will be presented. If you have questions before the Board meeting, please feel free to call Mr. Terry Morton directly (561-659-3060) or you can contact me.

Therefore, I recommend the following motion:

“THAT THE GOVERNING BOARD receive the Annual Financial Report for the fiscal years ended September 30, 2021 and 2020 as prepared and submitted by Nowlen, Holt & Miner, P.A..”

Annual Comprehensive Financial Report

For the Fiscal Years Ended September 30, 2021 & 2020



**LOXAHATCHEE RIVER
ENVIRONMENTAL CONTROL DISTRICT
JUPITER, FLORIDA**

ANNUAL COMPREHENSIVE FINANCIAL REPORT

**Fiscal Years Ended
September 30, 2021 and 2020**

**Prepared by:
Finance Department**

**Kara Fraraccio, CPA
Director of Finance and Administration**

**LOXAHATCHEE RIVER
ENVIRONMENTAL CONTROL DISTRICT
ANNUAL COMPREHENSIVE FINANCIAL REPORT
For the Fiscal Years Ended September 30, 2021 and 2020**

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INTRODUCTORY SECTION



LOXAHATCHEE RIVER DISTRICT

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TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

February 17, 2022

Chairman and Members of
the District Governing Board
Loxahatchee River Environmental Control District
Jupiter, Florida

Florida Statutes require that government entities publish, within nine months of the close of each fiscal year, a complete set of financial statements presented in conformity with generally accepted accounting principles (GAAP) and audited in accordance with generally accepted auditing standards accepted in the United States and government auditing standards by a firm of licensed certified public accountants. Pursuant to that requirement, we are pleased to submit this Annual Comprehensive Financial Report of the Loxahatchee River Environmental Control District (the District) for the fiscal years ended September 30, 2021 and 2020. District staff remains committed to reaching and maintaining the highest possible standards in financial reporting now and in the future.

This report was prepared by the District's Finance Department. Responsibility for data accuracy and completeness and fairness of the presentation, including all disclosures, rests with the District's management. We believe the data, as presented, are accurate in all material respects, that they are presented in a manner designed to fairly set forth the financial position and results of operations of the District, and that all disclosures necessary to enable readers to gain maximum understanding of the District's financial activity have been included.

Nowlen, Holt & Miner, P.A., independent auditors, have issued an unmodified opinion on the Loxahatchee River Environmental Control District's financial statements for the fiscal years ended September 30, 2021 and 2020. The independent auditor's report is presented as the first component of the financial section of this report.

Following the independent auditor's report, you will find the Management Discussion and Analysis (MD&A) where senior District staff provide a narrative introduction, overview, and analysis of the basic financial statements. The MD&A complements this letter and should be read in conjunction with it.

District Profile

The Loxahatchee River Environmental Control District was created by Chapter 71-822, Special Acts of Florida, 1971, as amended, and codified in Chapter 2021-249, Laws of Florida, as a separate local agency of government to provide for the management of sewage, storm drainage, and water supply, and conduct environmental monitoring, education, and enhancements in an area of approximately 73 square miles in portions of northern Palm Beach and southern Martin Counties generally defined as the Loxahatchee River Basin. An elected five-member board governs the District.

James D. Snyder
CHAIRMAN

Stephen B. Rockoff
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

Gordon Boggie
BOARD MEMBER

The District is dedicated to protecting public health and preserving the Loxahatchee River watershed and its natural habitats through innovative wastewater solutions, research, and environmental stewardship.

The District's wastewater treatment facility provides the following services to approximately 31,500 residential customers and 1,600 commercial customers.

Wastewater collection, treatment and disposal

The District's wastewater system is made up of more than 1,575,660 feet or 295 miles of gravity sewer pipes, over 1,735 single family residential sewage pumping units, 228 regional or neighborhood sewage pumping stations, and 554,046 feet of major force mains. This network carries wastewater from homes and businesses to our regional wastewater treatment facility, which is located at 2500 Jupiter Park Drive, Jupiter, FL. The original treatment plant became operational in 1978. In 2007, a major upgrade to our wastewater treatment facility increased its capacity from 9 to 11 million gallons per day. Excess treated wastewater, i.e., during wet periods, is disposed of using our deep injection well, which effectively removes the water from our local hydrologic cycle. Excess microbial biomass generated in our wastewater treatment facility, also known as biosolids, is dewatered onsite and hauled in tractor trailers to the Biosolids Processing Facility (adjacent to the SWA landfill) where methane gas from the landfill is used to process the microbial biomass into energy and nutrient dense pellets and recycled as fertilizer.

Irrigation Quality Water

During normal and dry periods, 100% of the wastewater we treat is recycled to meet landscape irrigation needs. Our treated wastewater goes by many names: treated effluent, reclaimed water, reuse water, and, our favorite, Irrigation Quality (IQ) Water. In 1986 the District began recycling our treated wastewater to meet local landscape irrigation needs as a proactive effort to offset impacts to the National Wild and Scenic Loxahatchee River being caused by saltwater intrusion. Today, our Irrigation Quality Water meets the irrigation needs at 13 local golf courses and throughout Abacoa. The District distributes IQ Water to these customers through more than 183,800 feet or 35 miles of force mains (pipes) that measure up to 24-inches in diameter.

Water Quality

The District's Wildpine Laboratory is a state-certified laboratory that provides scientific staff, equipment, and professional analysis of daily wastewater treatment facility operations, as well as an extensive environmental monitoring program. Scientists conduct routine monitoring of water quality throughout the watershed on a monthly basis. Scientists also assess seagrass and oyster health within the Loxahatchee River because these species provide critical habitat to countless species and are a reliable indicator of ecosystem health.

Environmental Education

The District's River Center features live aquatic tanks, interactive exhibits, and a touch tank, all of which allow the public, especially children, to explore, experience, and connect with the diverse habitats and creatures found within the Loxahatchee River watershed. The River Center provides a fun educational opportunity for school children, adults, visitors, and long-time residents to learn about Florida's first National Wild and Scenic River and the efforts to preserve and protect it. The River Center offers a variety of

programs such as Seine & Snorkel, Fishing Clinics, Youth Camps, Monthly Lecture Series, Kayak Trips, and Boating Safety Classes.

Financial Data

The District's financial accounting system is based on the full accrual basis of accounting. All District activities are accounted for within a single proprietary (enterprise) fund.

In developing and evaluating the District's accounting system, consideration is given to the adequacy of internal accounting controls which are designed to provide reasonable, but not absolute, assurance regarding: (1) the safeguarding of assets against loss from unauthorized use or disposition; and (2) the reliability of financial records for preparing financial statements and maintaining accountability for assets. The concept of reasonable assurance recognizes that the cost of an internal control system should not exceed the benefits likely to be derived, and that the evaluation of cost and benefits requires estimates and judgements by management. We are confident the District's internal accounting controls adequately safeguard assets and provide reasonable assurance of proper recording of financial transactions.

The District maintains a system of budgetary controls. The objective of these controls is to ensure compliance with legal provisions embodied in the annual, appropriated budget approved by the Board. The budget process begins in March with the rate study. The operating budget incorporates the goals and objectives identified during the rate study and the strategic plan. The Board begins reviewing proposed budget figures in June and approves final budget appropriations in September; any subsequent revisions that increase the total appropriations must be approved by the Board.

The District follows its adopted investment policy when handling public funds. The investment policy is in compliance with Florida Statutes, Section 218.415 and the intent of this policy is to 1) ensure the preservation of principal, 2) maintain sufficient cash flow to enable the District to meet its obligations, and 3) maximize the return on assets for acceptably low exposure to risk.

The District currently has no outstanding debt. The intent of the Governing Board is that the cost of providing goods or services to the general public is financed primarily through user charges. Operational and maintenance costs, including minor equipment purchases, are funded from customer fees and charges. The acquisition and construction of capital assets are funded by assessment charges, grants, contributions from customers and developers, and customer revenues.

Economic Outlook

Systematic, effective treatment and disposal of wastewater (sewage) is critical to the maintenance of public health and environmental health. Wastewater treatment is a public necessity; thus, revenues derived from wastewater treatment typically remain stable regardless of transient economic conditions. During the fiscal year 2021, the District had an increase in residential equivalent connections (ECs) of 410 (0.7%). The District expects a continued increase in equivalent connections until build out has been reached, which is anticipated to be in the fiscal year 2024. Once the District has reached build out, the District anticipates redevelopment and rate increases will sustain our future revenue needs.

The District performs an annual rate study where rates are compared to planned spending over the course of a five-year period. During the fiscal year 2021, the District implemented

a 1% rate increase for connection charges, a 3% rate increase for retail and wholesale IQ Water charges, and a 5% rate increase in Nano IQ Water charges. There was no rate increase for quarterly sewer service charges.

The District remains financially sound through conservative budgeting and continuously monitoring costs compared to the budget. District staff makes a concerted effort to be frugal with expenditures, which helps keep annual rate increases minimal. Nonetheless, the District understands the critical importance of renewal and replacement of existing assets, and each year we systematically assess our assets and invest in rehabilitation and/or renewal of degraded assets (e.g., gravity sewer pipe lining projects, rehabilitation of sewage pumping stations, cleaning and rehabilitation of aeration basins).

Major Initiatives

The Strategic Plan sets the priorities and the direction of the District. In 2018, the Governing Board and senior management utilized a comprehensive strategic planning process to identify and prioritize key strategic objectives and improvement initiatives. The four strategic initiatives are Stakeholder Focus, Operational Excellence, Employee Learning and Growth, and Financial Stewardship. Although the coronavirus pandemic continues to impact our ability to implement our goals, we were able to make significant progress during the year. An update of the accomplishments and advancements of strategic initiatives is summarized below.

Stakeholder Focus

The Stakeholder Focus initiative is to improve Customer and Stakeholder satisfaction.

The District demonstrated its commitment to improve customer satisfaction by tracking and analyzing customer complaints then dividing them among root cause. With this data we believe we will be able to reduce the number of system failures, such as repeat red light alarms.

The Governing Board approved to revise the District Rule Chapter 31-11, Special Assessments, to adjust our special assessment interest rate from 6.875% to the Wall Street Journal Prime Rate plus 2%, currently 5.25%. In addition to lowering the interest rate on all new and outstanding assessments, the District also started to allow for partial payments on special assessments rather than requiring payoff for any payment outside of the annual tax bill.

Operational Excellence

The Operational Excellence initiative is to increase system reliability, optimize use of technology, improve analytical use of data, improve internal policies and procedures, improve workplace safety, and improve environmental stewardship.

Major initiatives for this strategy during fiscal year 2021 included:

- The District continues to improve our internal policies and procedures library. Notable policies developed during the year include: Child Protection Policy, E-Verify Policy, Employee Wage Policy, Employee Insurance Policy, and Ethics Policy.

- The District continued to conduct Wastewater Surveillance to monitor trends of infection rates of SARS-CoV-2, the virus that causes COVID-19, within our sewer system area. These SARS-CoV-2 virus fragments are shed from individuals infected with the virus, including both symptomatic and asymptomatic infections. Because individuals shed huge amounts of SARS-CoV-2 early in their infection, even before symptoms, wastewater surveillance of SARS-CoV-2 virus fragments is a proven early indicator of COVID-19 infection rates in a community.
- The District continues to fund capital improvement projects to maintain and improve District facilities. The most notable FY 2021 capital project completed was the new 16-inch wastewater force main connected to the Alternate A1A (Damon) bridge. This project was completed and placed in service and provides an alternative to the 24-inch force main under the Loxahatchee River immediately west of the FEC Railroad bridge. The new force main is mounted on the Alt A1A bridge, crossing over the river instead of going under the river. This new force main segment was completed, connected to the regional wastewater transmission system, and placed into service prior to significant, ongoing work in the area to replace the aged railroad bridge.
- The District completed five neighborhood sewerage projects; converting an additional 47 homes from septic systems to our regional sanitary sewer system.
- Preliminary design was completed for the demolition and rehabilitation of the unit houses at the Jupiter Inlet Lighthouse. Once complete, the unit houses will be an additional location for the District to perform environmental education.

Employee Learning and Growth

The Employee Learning and Growth initiative is to maintain employee morale and satisfaction, improve employee capabilities, and enhance internal communication.

The District performed a salary study that provided market data comparisons allowing us to position our compensation scale closer to the market, enhancing competitiveness. The success of this implementation has been evident both in feedback from employees and our improved ability to recruit and retain talent.

In effort to improve employee capabilities two major trainings were conducted during the year: (1) Portable Generator Setup training and (2) Collector App training. Portable generators and the Collector App are used extensively during emergency conditions. Providing employees with the proper training gives them the knowledge to perform their duties confidently while ensuring the safety of employees and surrounding neighborhood and environment.

Financial Stewardship

The Financial Stewardship initiative is to ensure prudent financial stewardship to achieve the expected level of return to stakeholders.

- The District had an unmodified or 'clean' audit report for the fiscal year 2021.
- The District's operating expenses came in \$1,694,378 (10%) below the anticipated budget.

- The District has continued to operate at full capacity without the need to issue any debt.

Finally, the Strategic Plan provides a strategic direction to the District and staff for the focus of our resources and efforts over the coming years. These accomplishments over the past year are primarily the result of the efforts of the District's dedicated professional staff, who routinely and consistently deliver superior service to our customers in an efficient and respectful manner.

Awards and Acknowledgements

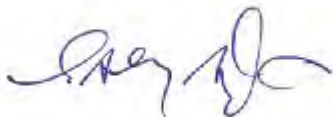
The Government Finance Officers Association (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the Loxahatchee River Environmental Control District for its annual comprehensive financial report for the fiscal year ended September 30, 2020. This was the third year the District has achieved this prestigious award. Requirements to receive a Certificate of Achievement include the government publishing an easily readable and efficiently organized annual comprehensive financial report. This report must satisfy both generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. We believe that our current annual comprehensive financial report continues to meet the Certificate of Achievement Program's requirements and we are submitting it to the GFOA to determine its eligibility for another certificate.

The preparation of this annual comprehensive financial report was made possible by the dedicated service of the entire staff of the District. Each participant has our sincere appreciation for the contributions made in support of this report.

We would like to thank the Governing Board and customers of the Loxahatchee River Environmental Control District for their interest and support in enabling the District to achieve its goal of providing quality service in a cost effective and responsible manner.

Respectfully submitted,



D. Albrey Arrington, Ph.D.
Executive Director



Kara Fraraccio, CPA
Director of Finance
and Administration



Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

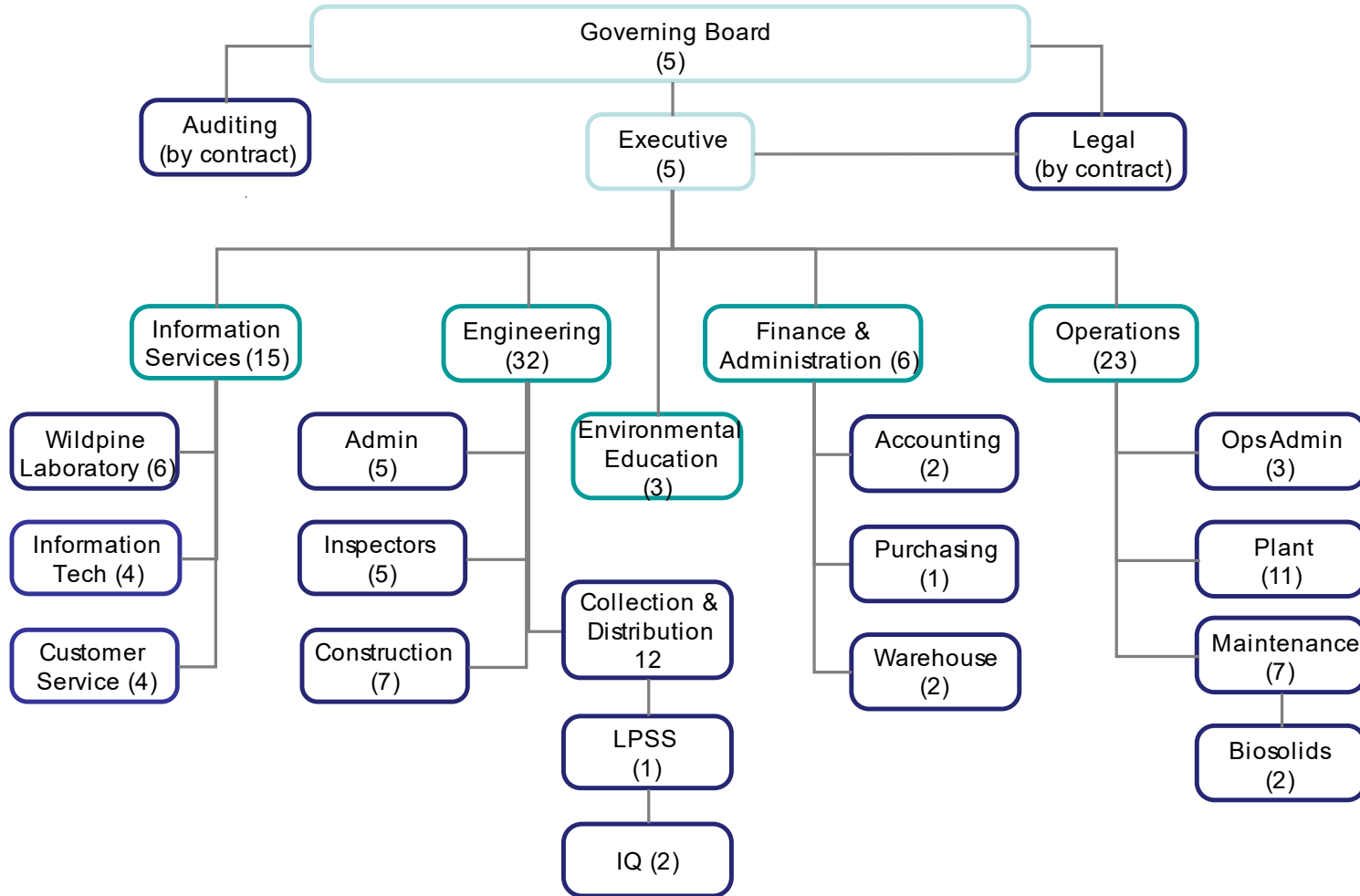
**Loxahatchee River Environmental Control District
Florida**

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

September 30, 2020

Executive Director/CEO

LRD Organizational Chart



LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
LIST OF PRINCIPAL OFFICIALS
September 30, 2021

Governing Board Members

Gordon Boggie	Chairman
James D. Snyder	Vice-Chairman
Dr. Matt H. Rostock	Treasurer
Stephen B. Rockoff	Secretary
Vacant	Assistant Secretary/Treasurer

District Staff

D. Albrey Arrington, Ph.D.	Executive Director
Kris Dean, PE	Deputy Executive Director/ Director of Engineering
Kara D. Fraraccio, CPA	Director of Finance and Administration
Kenneth Howard	Director of Information Services
Jason A. Pugsley, PE	Plant Manager

Consultants

Curtis Shenkman, P.A.	Legal Counsel
Nowlen, Holt & Miner, P.A.	Independent Auditors

FINANCIAL SECTION



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. BOTTS, CPA

INDEPENDENT AUDITOR'S REPORT

To the Governing Board
Loxahatchee River Environmental Control District
Jupiter, Florida

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

Report on the Financial Statements

We have audited the accompanying financial statements of the Loxahatchee River Environmental Control District, as of and for the years ended September 30, 2021 and 2020, and the related notes to the financial statements, which collectively comprise the Loxahatchee River Environmental Control District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. 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 believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the Loxahatchee River Environmental Control District, as of September 30, 2021 and 2020, and the respective changes in financial position and cash flows thereof for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 4 through 10 be presented to supplement the 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. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about 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 do 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.

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the Loxahatchee River Environmental Control District's basic financial statements. The introductory section and statistical section are presented for purposes of additional analysis and are not a required part of the basic financial statements. The other information section is presented for compliance with Section 218.39(3)(c), Florida Statutes and is not a required part of the basic financial statements.

The introductory, statistical, and other information sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated February 10, 2022, on our consideration of the Loxahatchee River Environmental Control District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Loxahatchee River Environmental Control District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Loxahatchee River Environmental Control District's internal control over financial reporting and compliance.

Nowlen, Holt & Mimer, P.A.

West Palm Beach, Florida
February 10, 2022

MANAGEMENT’S DISCUSSION AND ANALYSIS

The Loxahatchee River Environmental Control District’s (the District) Management’s Discussion and Analysis presents highlights of the District’s financial activities for the fiscal years ended September 30, 2021 and 2020. Please read it in conjunction with the letter of transmittal in the introductory section and the District’s audited financial statements which follow.

OVERVIEW OF THE FINANCIAL STATEMENTS

The District uses a single enterprise fund to provide wastewater services. The Annual Comprehensive Financial Report is presented in four sections: Introductory, Financial, Statistical, and Compliance. The Introductory section includes a Transmittal Letter, List of Principal Officials and Staff, and the District’s Organization Chart. The Financial section includes the MD&A, audited basic financial statements and accompanying notes, as well as the report of the independent certified public accountant on the financial statements. The Statistical section includes unaudited financial and demographic information, and the Compliance section includes the supplemental auditors’ reports.

The MD&A represents management’s examination, analysis, and report on the District’s financial condition and performance. The financial statements as well as other available operational and financial information and budget were used for this analysis. The MD&A should be used with the audited financial statements and the accompanying notes to those statements.

FINANCIAL HIGHLIGHTS

- Operating income was \$19,406,943, a decrease of 2.57% over the prior year.
- Capital contributions were \$1,661,848, a decrease of 76% over the prior year.
- Operating Expenses, including depreciation and amortization, were \$21,963,432, an increase of 3.08% over the prior year.
- Net position increased by \$82,927 or .05%.
- Net capital assets were \$122,527,302, a decrease of 2.54% over the prior year.

REQUIRED FINANCIAL STATEMENTS

As an Enterprise Fund, the District’s financial statements and accounting methods closely resemble those used by private sector companies. These statements offer short and long-term financial information about its activities. The required financial statements include Statement of Net Position; Statement of Revenues, Expenses and Changes in Net Position; Statement of Cash Flows; and Notes to Basic Financial Statements.

The Statement of Net Position includes all of the District’s assets and liabilities. This statement provides information about the nature and amounts of investments in resources (assets) and the obligations to District creditors (liabilities). It also provides the basis for computing rate of return, evaluating the capital structure of the District and assessing the liquidity and financial flexibility of the District. Over time, increases or decreases are indicators of whether the financial position is improving or not.

All of the current year’s revenues and expenses are accounted for in the Statement of Revenues, Expenses, and Changes in Net Position. This statement measures the success of the District’s operations over the past year and can be used to determine whether the District has successfully recovered all its costs through its user fees and other charges, as well as being fiscally accountable and creditworthy. While the Statement of Net Position discussed previously shows a snapshot of balances as of a certain date, the Statement of Revenues, Expenses, and Changes in Net Position focuses on changes in the fiscal operating period.

The final required financial statement is the Statement of Cash Flows. The primary purpose of this statement is to provide information about the District's cash receipts and cash payments during the reporting period. This statement reports cash receipts, cash payments, and net changes in cash resulting from operating, non-capital and capital financing, and investing activities and provides answers to such questions as where did cash come from, what was cash used for, and what was the change in the cash balance during the reporting period.

Finally, the accompanying Notes to the Financial Statements provide required disclosures and other information pertinent to understanding and explaining the financial statements. The notes contain information such as accounting policies, explanations, and descriptions of significant account balances, expended detail on summarized data in the financial statements, as well as required disclosures about the District.

FINANCIAL ANALYSIS OF THE DISTRICT

Net position may serve over time as a useful indicator of a government's financial position. The Statement of Net Position and the Statement of Revenues, Expenses and Changes in Net Position report information about the District's activities in a way that will help determine the District's financial position at September 30, 2021. The District's net position is one way to measure the financial health or financial position of the District. Over time, increases and decreases in the District's net position indicate whether the District's financial health is improving or deteriorating. However, other factors such as changes in economic conditions, population growth, and new or changed governmental legislation also impact the fiscal condition.

Net Position

We begin our analysis by providing a summary of the District's statements of net position for the fiscal years ended September 30, 2021, 2020, and 2019. The analysis below shows the District net position (Table 1) and changes in net position (Table 2) during the year in a condensed format.

Table 1
Condensed Statements of Net Position

	2021	2020	%	2019	%
Current and other assets	\$ 58,814,098	\$ 55,484,729	6.00	\$ 48,716,227	13.89
Capital assets, net	122,527,302	125,718,802	(2.54)	127,077,692	(1.07)
Total assets	<u>181,341,400</u>	<u>181,203,531</u>	0.08	<u>175,793,919</u>	3.08
Long-term debt	\$	\$		\$	
Other liabilities	3,696,300	3,641,358	1.51	4,837,978	(24.73)
Total liabilities	<u>3,696,300</u>	<u>3,641,358</u>	1.51	<u>4,837,978</u>	(24.73)
Net position:					
Net investment in capital assets	\$ 122,143,333	\$ 125,138,836	(2.39)	\$ 125,449,146	(0.25)
Restricted					
Unrestricted	55,501,767	52,423,337	5.87	45,506,795	(15.20)
Total net position	<u>177,645,100</u>	<u>177,562,173</u>	0.05	<u>170,955,941</u>	3.86

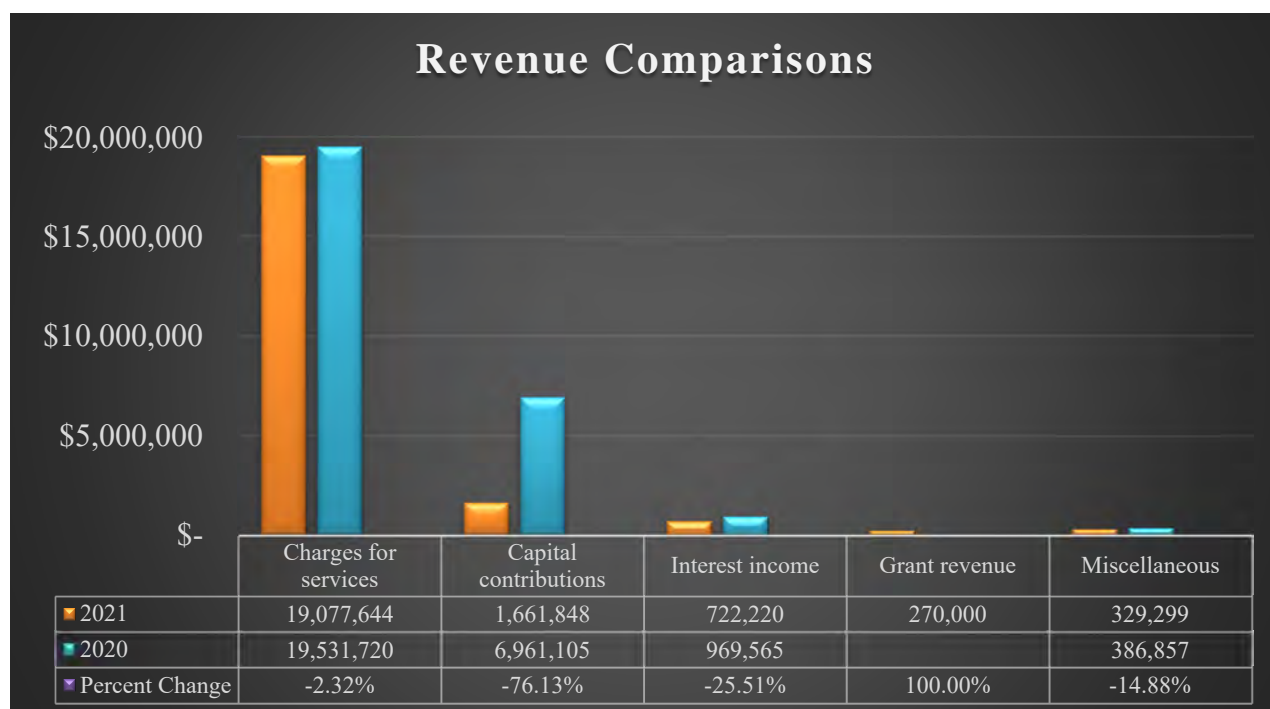
As illustrated in the table above, the District's assets exceeded liabilities by \$177,645,100, \$177,562,173, and \$170,955,941, at September 30, 2021, 2020, and 2019, respectively. A broad array of factors contributed to this positive increase in net position: conscientious collection practices, prudent investment strategies, and careful attention to cost control. The largest portion of the District's net position (69%) reflects its investment in capital assets (land, treatment and disposal systems, collection and transmission systems, equipment and construction in progress). The District uses capital assets to provide services to citizens; accordingly, these assets are not available for future spending. Current and other assets include \$10.9 million in noncurrent special assessments receivable.

Table 2
Condensed Statements of Revenues, Expenses, and Changes in Net Position

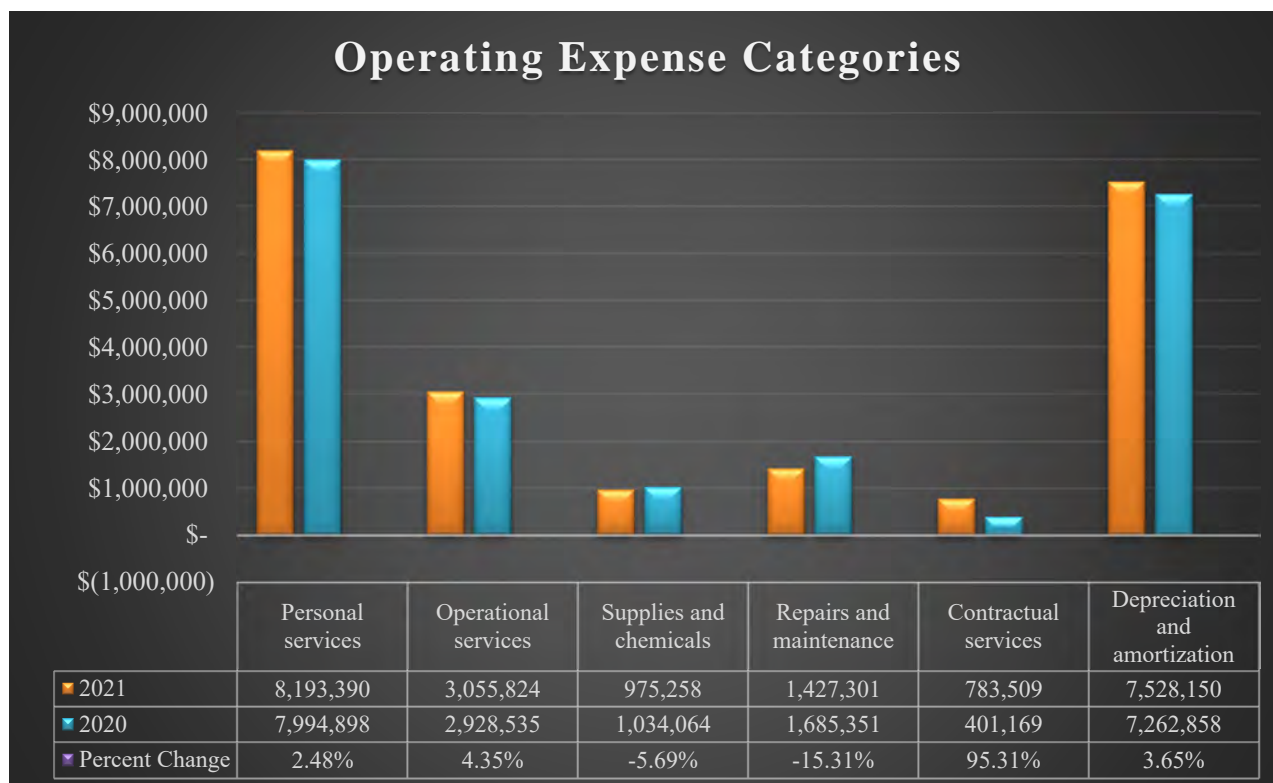
	2021	2020	%	2019	%
Operating revenues:					
Charges for services	\$ 19,077,644	\$ 19,531,720	(2.32)	\$ 19,387,399	0.74
Miscellaneous	329,299	386,857	(14.88)	314,265	23.10
Total operating revenues	<u>19,406,943</u>	<u>19,918,577</u>	(2.57)	<u>19,701,664</u>	1.10
Operating expenses:					
Personal services	8,193,390	7,994,898	2.48	7,652,362	4.48
Operational	3,055,824	2,928,535	4.35	3,037,405	(3.58)
Supplies and chemicals	975,258	1,034,064	(5.69)	1,199,984	(13.83)
Repairs and maintenance	1,427,301	1,685,351	(15.31)	1,723,423	(2.21)
Contractual services	783,509	401,169	95.31	421,393	(4.80)
Depreciation and amortization	7,528,150	7,262,858	3.65	6,532,952	11.17
Total operating expenses	<u>21,963,432</u>	<u>21,306,875</u>	3.08	<u>20,567,519</u>	3.59
Nonoperating revenues (expenses):					
Interest income	722,220	969,565	(25.51)	1,381,134	(29.80)
Grant revenue	270,000		100.00		0
Net income (loss) on disposal of capital assets	(14,652)	63,860	(122.94)	(456,428)	113.99
Total nonoperating revenues (expenses)	<u>977,568</u>	<u>1,033,425</u>	(5.41)	<u>924,706</u>	11.76
Income (loss) before capital contributions	(1,578,921)	(354,873)	344.93	58,851	(703.00)
Capital contributions	1,661,848	6,961,105	(76.13)	2,703,548	157.48
Change in net position	82,927	6,606,232	(98.74)	2,762,399	139.15
Net position, beginning of year	177,562,173	170,955,941	3.86	168,193,542	1.64
Net position, end of year	<u>\$ 177,645,100</u>	<u>\$ 177,562,173</u>	0.05	<u>\$ 170,955,941</u>	3.86

While the statements of net position show the change in financial position of the District, the statements of revenues, expenses and changes in net position provide answers as to the nature and source of these changes.

The chart below shows revenues by source for the fiscal years ended September 30, 2021 and 2020. From fiscal year 2020 to 2021 there was an approximate \$5.8 million dollar or 20.8% decrease in revenue, primarily from Capital Contributions. In 2020 there was a significant increase in Capital Contributions due to the completion of a neighborhood sewerage project, Whispering Trails. The decrease in Charges for Services is driven by declining regional sewer service revenues from business usage due to COVID-19. Declining interest rates caused interest revenues to decrease from \$969,535 in 2020 to \$722,220 in 2021. The District did receive grant revenue of \$270,000 to fund a Nano Bubble Ozone Technology (NBOT) water quality project.



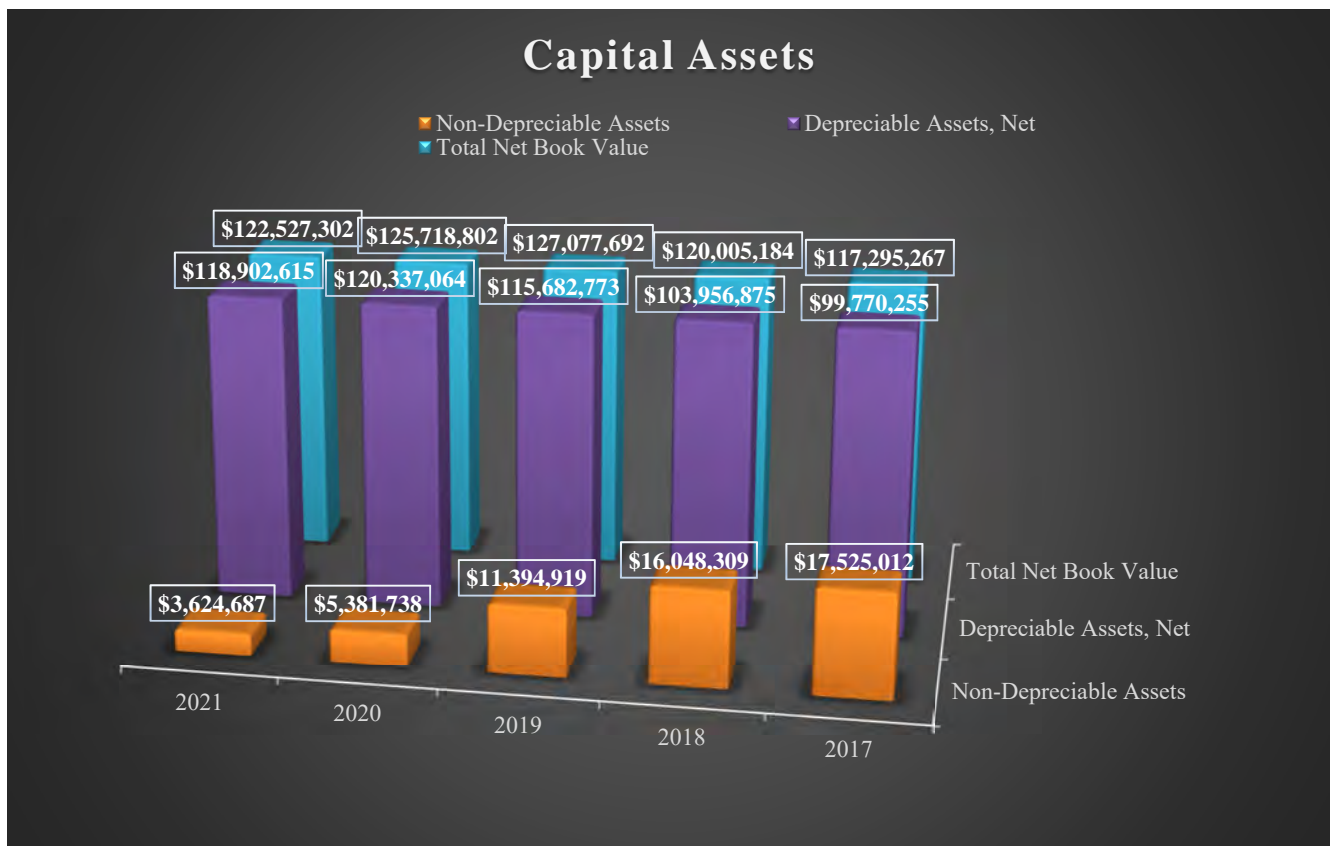
The chart below presents operating expenses for the comparative years ending September 30, 2021 and 2020. Annual operating expenses had a total collective annual increase of \$391,265 or 2.8% (not including depreciation and amortization expense). The greatest increase was in Contractual Services which is primarily related to the Nano Bubble Ozone Technology (NBOT) water quality project. Personal Services were up largely due to open positions being filled and additional overtime costs to accommodate a COVID-19 work schedule. Fewer emergency repairs and completion of the Plant Site painting project contributed to the reduction in Repairs and Maintenance. Depreciation and amortization expense, representing the non-cash cost recovery of capital expenses over their estimated useful life, is expected to rise as the District renews and replaces its aging infrastructure.



CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

The District's investment in capital assets as of September 30, 2021, in the amount of \$122,527,302 (net of accumulated depreciation) has decreased 2.5% over the prior year. This investment in capital assets includes land, treatment and reuse/disposal system, collection and transmission system, equipment, and construction in progress. There were \$4.2 million in capital additions, but the decrease of \$7.4 million due to normal scheduled depreciation and asset disposals decreased capital assets by approximately \$3.2 million.



Major capital asset events during the current year included the following:

- Construction work in progress as of the close of the fiscal year ended September 30, 2021, was \$2,770,253. Of this amount, \$827,150 was for lift station improvements; \$450,389 was for Olympus Drive Force Main; \$432,028 was for the Alt A1A 16" Force Main; \$401,093 for septic to sewer conversions; and \$164,233 was for IQ Pump Station improvements.
- Construction of new treatment and disposal features and renewal of existing features completed and booked during fiscal year 2021 totaled \$625,555.
- Construction of new collection and transmission systems and renewal of existing features completed and recorded in fiscal year 2021 totaled \$4,508,410.
- Construction of IQ system improvements completed in fiscal year 2021 totaled \$60,260.

Also, presented in Note 4 to the financial statements are additional details of the District's Capital Assets.

Long-term Debt

The District has no long-term debt. Additional information on the District's long-term liabilities can be found in Note 6 to the financial statements.

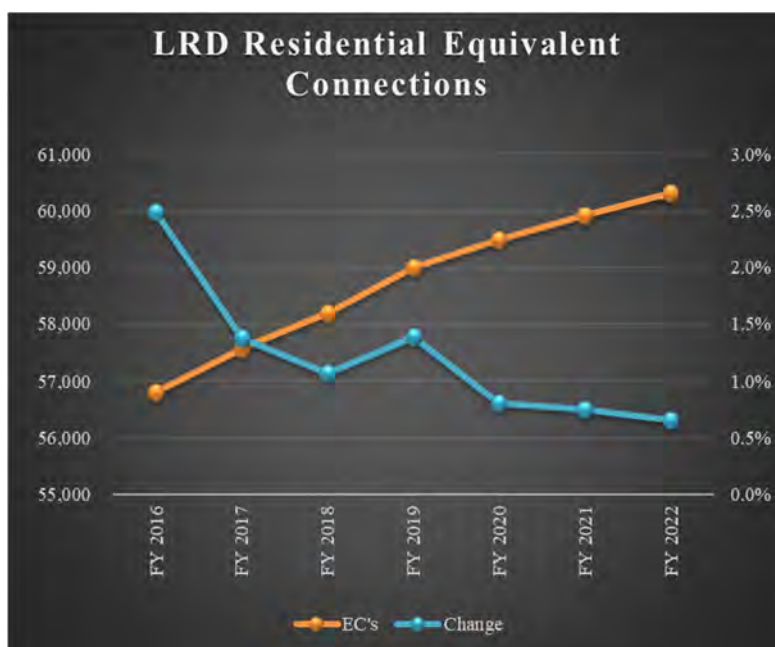
ECONOMIC FACTORS AND RATES

The District operates in a stable economic environment evidenced by a steadily growing customer base along with some of the most affordable rates in South Florida. Numerous economic factors, such as increasing operating costs, the need for new or renewed facilities, the pace of growth, cost of financing, etc., are evaluated when determining the District's budget and rates. Charges for services continue to be the District's largest single source of revenue, as wastewater treatment is a public necessity. Revenue typically remains stable as long as the number of equivalent connections does not decline. However, revenues are expected to decrease in the next fiscal year due to declining commercial sewer service revenues which are driven by COVID-19 and declining connection fees driven by the lack of developable property in our service area. Economic indicators are expected to improve over time as commercial activity recovers from COVID-19 impacts.

The following information summarizes the financial conditions anticipated over the next few years and the core assumptions that produced these conditions.

Rates and System Growth

In March, 2021, the District approved the revised District Rule 31-10 which included an annual rate increase of 0% in 2021, 2% in 2022 and 3% in 2023 through 2025 for Quarterly Services Charges, and an annual rate increase of 1% in 2021, 2% in 2022, and 3% in 2023 through 2025 for Plant Connection Charges, Regional Transmission System Line Charges, and Administrative Charges. These rate increases were implemented in an effort to provide funding for anticipated future expenses while balancing a desire to reduce the unrestricted cash balance. The figure on the right shows the change in residential equivalent connections over the last 7 years (based on October billing). Once the remaining developable land is consumed this growth rate is anticipated to fall to near zero.



Significant neighborhood sewerage projects have been ongoing for over 20 years, so we are starting to experience a decline in assessment revenues. However, low pressure sewers were completed in Island Country Estates during fiscal year 2021, for a total assessment of \$384,228. Other ongoing neighborhood sewerage projects include 181st Street and Rolling Hills. Excluding private roads, neighborhood sewerage east of I-95 will be completed in 2022.

System Renewal and Replacement

Over the last few years, the District initiated several major construction projects that focuses on renewal and replacement of its facilities and infrastructure. The District's capital improvements will continue to be funded primarily through existing cash reserves, grants, and rate revenue. No additional debt is expected to be issued. Approved capital improvements include:

- Fiscal year 2022 neighborhood sewerage projects include 181st Street and Rolling Hills. The District will continue to pay 10% of associated neighborhood sewerage costs.
- Rehabilitation of Lift Station #82.
- Construction of Fall Protection at all existing District Lift Stations.
- Demo and renovation of unit houses at the Jupiter Inlet Lighthouse Outstanding Natural Area.

CONTACTING THE DISTRICT'S FINANCIAL MANAGER

This financial report is designed to provide our citizens, customers, investors, and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the money it receives. If you have questions about this report or need additional financial information, contact the District at 2500 Jupiter Park Drive, Jupiter, Florida 33458.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

**Statements of Net Position
September 30, 2021 and 2020**

	<u>2021</u>	<u>2020</u>
Assets		
Current assets		
Cash and cash equivalents - unrestricted	\$ 29,742,612	\$ 31,617,916
Cash and cash equivalents - restricted	86,463	69,190
Investments	10,632,289	3,666,949
Receivables		
Accounts	541,128	1,128,498
Special assessments	1,125,686	858,945
Accrued interest	600,509	579,536
Due from other governments	352,258	66,438
Inventories	2,555,888	2,454,259
Prepaid expenses	360,629	352,916
Total current assets	<u>45,997,462</u>	<u>40,794,647</u>
Noncurrent assets		
Receivables		
Accounts	650,399	665,724
Accounts - allowance	(157,185)	(157,185)
Special assessments	10,943,585	12,631,749
Investment in joint venture	1,379,837	1,549,794
Capital assets		
Non-depreciable	3,624,687	5,381,738
Depreciable (net of depreciation)	118,902,615	120,337,064
Total noncurrent assets	<u>135,343,938</u>	<u>140,408,884</u>
Total assets	<u>\$ 181,341,400</u>	<u>\$ 181,203,531</u>

Continued on the following page.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
Statements of Net Position (Continued)
September 30, 2021 and 2020

	<u>2021</u>	<u>2020</u>
Liabilities		
Current liabilities		
Accounts payable	\$ 471,957	\$ 710,761
Construction contracts payable	383,969	579,966
Accrued liabilities		
Wages and payroll taxes	230,552	182,283
Pension	33,054	30,379
Compensated absences	95,051	81,627
Unearned revenue	1,462,019	1,101,496
Total current liabilities (payable from current assets)	<u>2,676,602</u>	<u>2,686,512</u>
Payable from restricted assets		
Customer deposits	86,463	69,190
Total current liabilities (payable from restricted assets)	<u>86,463</u>	<u>69,190</u>
Total current liabilities	<u>2,763,065</u>	<u>2,755,702</u>
Noncurrent liabilities		
Compensated absences	933,235	885,656
Total noncurrent liabilities	<u>933,235</u>	<u>885,656</u>
Total liabilities	<u>3,696,300</u>	<u>3,641,358</u>
Net Position		
Net investment in capital assets	122,143,333	125,138,836
Unrestricted	55,501,767	52,423,337
Total net position	<u>\$ 177,645,100</u>	<u>\$ 177,562,173</u>

See notes to the financial statement.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
Statements of Revenues, Expenses and Changes in Net Position
For the Fiscal Years Ended September 30, 2021 and 2020

	<u>2021</u>	<u>2020</u>
Operating revenues		
Charges for services	\$ 19,077,644	\$ 19,531,720
Miscellaneous	329,299	386,857
Total operating revenues	<u>19,406,943</u>	<u>19,918,577</u>
Operating expenses		
Personal services	8,193,390	7,994,898
Operational	3,055,824	2,928,535
Supplies and chemicals	975,258	1,034,064
Repairs and maintenance	1,427,301	1,685,351
Contractual services	783,509	401,169
Depreciation and amortization	7,528,150	7,262,858
Total operating expenses	<u>21,963,432</u>	<u>21,306,875</u>
Operating (loss)	<u>(2,556,489)</u>	<u>(1,388,298)</u>
Nonoperating revenues (expenses)		
Grants	270,000	
Interest income	722,220	969,565
Gain (loss) on disposal of capital assets	(14,652)	63,860
Total nonoperating revenues (expenses)	<u>977,568</u>	<u>1,033,425</u>
Income before capital contributions	(1,578,921)	(354,873)
Capital contributions	1,661,848	6,961,105
Change in net position	82,927	6,606,232
Total net position, beginning of year	<u>177,562,173</u>	<u>170,955,941</u>
Total net position, end of year	<u><u>\$ 177,645,100</u></u>	<u><u>\$ 177,562,173</u></u>

See notes to the financial statement.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
Statements of Cash Flows
For the Fiscal Years Ended September 30, 2021 and 2020

	<u>2021</u>	<u>2020</u>
Cash flows from operating activities:		
Receipts from customers	\$ 19,697,612	\$ 19,314,920
Payments to employees	(8,081,443)	(7,988,844)
Payments for goods and services	(6,585,034)	(6,196,293)
Cash (payments) receipts	748,168	573,753
Net cash provided (used) by operating activities	<u>5,779,303</u>	<u>5,703,536</u>
Cash flows from capital and related financing activities:		
Contributed capital	804,293	2,234,471
Acquisition and construction of capital assets	(4,245,907)	(6,309,004)
Cash received from the sale of capital assets	34,763	63,860
Proceeds from collections of special assessments	2,033,610	1,101,707
Net cash provided (used) by capital and related financing activities	<u>(1,373,241)</u>	<u>(2,908,966)</u>
Cash flows from investing activities:		
Purchase of investments	(16,257,486)	(1,655,499)
Proceeds from sales of investments	9,292,146	6,159,114
Interest and dividends on investments	701,247	998,935
Net cash provided (used) by investing activities	<u>(6,264,093)</u>	<u>5,502,550</u>
Net increase (decrease) in cash and cash equivalents	(1,858,031)	8,297,120
Cash and cash equivalents at beginning of year	<u>31,687,106</u>	<u>23,389,986</u>
Cash and cash equivalents at end of year	<u><u>\$ 29,829,075</u></u>	<u><u>\$ 31,687,106</u></u>

Continued on the following page.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
Statements of Cash Flows (Continued)
For the Fiscal Years Ended September 30, 2021 and 2020

	<u>2021</u>	<u>2020</u>
Reconciliation of operating income (loss) to net cash provided (used) by operating activities:		
Operating loss	\$ (2,556,489)	\$ (1,388,298)
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities:		
Depreciation and amortization	7,528,150	7,262,858
(Increase) decrease in assets:		
Accounts receivable	602,695	(211,592)
Due from other governments	58,346	118,807
Inventory	(96,625)	54,249
Prepaid expenses	(7,713)	15,552
Increase (decrease) in liabilities:		
Accounts payable and accrued liabilities	(126,857)	(210,921)
Developer deposits	17,273	(5,208)
Unearned revenue	360,523	68,089
Net cash provided by operating activities	<u>\$ 5,779,303</u>	<u>\$ 5,703,536</u>
 Noncash investing, capital and financing activities		
Contributions of lift stations, lines and equipment	\$ 171,202	\$ 589,578
Book value of assets disposed	54,419	121,225

See notes to the financial statements.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021 AND 2020

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Loxahatchee River Environmental Control District (the District) was created by Chapter 71-822, Special Acts of Florida, 1971, as amended, and codified pursuant to Chapter 2021-249, Laws of Florida, as a separate local agency of government to provide for the management of sewage, storm drainage, and water supply, and conduct environmental monitoring, education, and enhancements in an area of approximately 73 square miles in portions of northern Palm Beach and southern Martin Counties generally defined as the Loxahatchee River Basin. An elected five-member board governs the District. The following is a summary of the more significant accounting principles and policies used in the preparation of these financial statements.

Reporting Entity

As required by generally accepted accounting principles, these financial statements present the government and its component units. Component units are legally separate entities for which the primary government is considered to be financially accountable and for which the nature and significance of their relationship with the primary government are such that exclusion would cause the District's financial statements to be misleading or incomplete. The primary government is considered financially accountable if it appoints a voting majority of an organization's governing body and imposes its will on that organization. The primary government may also be financially accountable if an organization is fiscally dependent on the primary government, regardless of the authority of the organization's governing board. Blended component units, although legally separate entities, are, in substance, part of the primary government's operations and are included as part of the primary government.

Based on the application of the criteria set forth by the Governmental Accounting Standards Board (GASB), the District has determined that there are no legally separate entities to consider as potential component units.

Basis of Presentation and Accounting

On October 1, 2002, the District adopted the provisions of Statement No. 34 ("Statement 34") of the Governmental Accounting Standards Board "*Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments.*" Statement 34 established standards for external financial reporting for all state and local governmental entities which includes a statement of net position, a statement of revenues, expenses, and changes in net position and a statement of cash flows. It requires the classification of net position into three components – net investment in capital assets, restricted and unrestricted. These classifications are defined as follows:

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021 AND 2020

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Basis of Presentation and Accounting (Continued)

- Net investment in capital assets – This component of net position consists of capital assets, including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes or other borrowings that are attributable to the acquisition, construction or improvement of those assets. If there are significant unspent related debt proceeds at year-end, the portion of the debt attributable to the unspent proceeds are not included in the calculation of net investment in capital assets. Rather, that portion of the debt is included in the same net position component as the unspent proceeds.
- Restricted net position – This component of net position consists of constraints placed on net position use through external constraints imposed by creditors (such as through debt covenants), grantors, contributors or laws or regulations of other governments or constraints imposed by law through constitutional provisions or enabling legislation.
- Unrestricted net position – This component of net position consists of net position that does not meet the definition of “restricted” or “net investment in capital assets.”

The District’s financial statements are presented on the full accrual basis. All activities of the District are accounted for within a single proprietary (enterprise) fund. Proprietary funds are used to account for operations that are: (a) financed and operated in a manner similar to private business enterprises where the intent of the governing body is that the cost (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the governing body has decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, or other purposes.

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund’s principal ongoing operations. The principal operating revenues of the District’s wastewater treatment enterprise fund are charges for the operation of the plant facilities. Operating expenses for the enterprise fund include the cost of the operation of the plant facilities, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021 AND 2020

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Basis of Presentation and Accounting (Continued)

The accounting and financial reporting treatment applied to the District is determined by its measurement focus. The transactions of the District are accounted for on a flow of economic resources measurement focus. With this measurement focus, all assets and all liabilities associated with the operations are included on the Statement of Net Position.

Budgetary Accounting

The District's procedures for establishing budgetary data are as follows:

- The District's Executive Director submits a proposed operating budget to the governing board for the fiscal year commencing the following October 1.
- Public meetings and a public hearing are conducted to obtain comments.
- Formal budget integration is employed as a management control device during the year. The accounting principles applied for the purpose of developing data on a budgetary basis differ from those used to present financial statements in conformity with generally accepted accounting principles in that the District does not provide for depreciation expense in its budget.
- The Governing Board approves the budget appropriations. Any revisions that increase the total appropriations must be approved by the Governing Board.
- Unused appropriations for budgeted funds lapse at the end of the fiscal year.

Reclassifications

Certain accounts in the prior year information have been reclassified for comparative purposes to conform with the presentation in the current-year financial statements.

Other Post Employment Benefits (OPEB)

The District implemented Governmental Accounting Standards Board Statement 75 (GASB 75), *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions* for the fiscal year ending September 30, 2018. The District has determined that they do not provide any benefits that qualify as other postemployment benefits under GASB 75.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021 AND 2020

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Estimates

The financial statements and related disclosures are prepared in conformity with accounting principles generally accepted in the United States. Management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and revenue and expenses during the period reported. These estimates include assessing the collectability of accounts receivable, the use and recoverability of inventory, and useful lives and impairment of tangible assets. Accordingly, actual results could differ from those estimates.

Cash and Cash Equivalents

The District's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition.

Investments

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Fair value is a market-based measurement, not an entity-specific measurement. For some assets and liabilities, observable market transactions or market information might be available; for others, it might not be available. However, the objective of fair value measurement in both cases is the same, that is, to determine the price at which an orderly transaction to sell the asset or to transfer the liability would take place between market participants at the measurement date under current market conditions. Fair value is an exit price at the measurement date from the perspective of a market participant that controls the asset or is obligated for the liability. The District categorizes investments reported at fair value in accordance with the fair value hierarchy established by GASB Statement No. 72, *Fair Value Measurement and Application*. Investments are stated at fair value except for non-negotiable certificates of deposit which are stated at cost, which should also be considered the fair value of the investment. The investments held by the District consist of non-negotiable certificates of deposit with original maturities ranging from one year to two years.

Inventory and Prepaid Items

Inventories are valued at cost (as determined by the first-in/first-out method).

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepayments on the statement of net position.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021 AND 2020

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Capital Assets

Property, plant and equipment in service and construction in progress are recorded at cost, if purchased or constructed. Assets acquired through contributions from developers or other customers are capitalized at acquisition value. All assets greater than \$5,000 are capitalized. Expenditures for maintenance and repairs are expensed as incurred, while expenditures for renewals and improvements are capitalized. Construction costs of new collection and transmission facilities that are reimbursed by users or financed by developers and property owners are capitalized and recorded as revenues.

Net interest cost is capitalized on capital projects during the construction period.

Depreciation has been provided over the useful lives using the straight-line method. The estimated useful lives are as follows:

Lakes and retention ponds	50-100 years
Buildings	10-40 years
Improvements other than buildings	20-60 years
Equipment	3-10 years

Accumulated Compensated Absences

It is the District's policy to permit employees to accumulate a limited amount of earned but unused vacation and sick leave, which will be paid upon separation from the District's service. The District uses the vesting method in accruing vacation and sick leave as the benefits are earned by the employee if it is probable that the employee will be compensated for the benefits through payments conditioned on termination or retirement.

Restricted Assets

As of September 30, 2021 and 2020, the District has \$86,463 and \$69,190, respectively of cash and investments restricted for customer deposits. When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first, then unrestricted resources as they are needed.

Special Assessments

The District levies special assessments against benefited property owners for design, construction and other expenses necessary to complete wastewater and sewerage system improvements constructed in their assessment area. The property owners have an option to pay the assessment in full at the time of connection or have installment payments added to their real estate taxes over a period of 20 years with a rate of Wall Street Journal Prime Rate plus 2% at the time assessed.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021 AND 2020

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Unearned Revenues

Unearned revenues primarily represent capital connection and inspection fees and service payments that are paid in advance by customers. These fees will be recognized as income in subsequent years as the services are performed.

Capital Contributions

Capital contributions are recognized in the statement of revenues, expenses, and changes in net position when earned and include capital grants or contributions from developers, customers, or other governmental agencies.

Allowance for Doubtful Accounts

The District's enabling legislation gives the District the authority to place liens on properties in the event that fees or charges are not paid when due. An allowance for uncollectible accounts is maintained at a level the District believes is sufficient to cover potential losses. A portion of the accounts receivable is classified as a noncurrent asset. These represent accounts that currently have liens or are anticipated to have liens placed on them in the future.

Implementation of Governmental Accounting Standards Board Statements

The District implemented the following Governmental Accounting Standards Board (GASB) Statements during the fiscal year ended September 30, 2021:

- GASB issued Statement No. 84, *Fiduciary Activities*. This Statement will improve guidance regarding the identification of fiduciary activities for accounting and financial reporting purposes and how those activities should be reported. The statement had no financial impact in the current year.
- GASB Statement No. 97, *Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans—an amendment of GASB Statements No. 14 and No. 84, and a supersession of GASB Statement No. 32*. The requirements of this Statement will result in more consistent financial reporting of defined contribution pension plans, defined contribution OPEB plans, and other employee benefit plans, while mitigating the costs associated with reporting those plans. The District implemented the provisions of this statement related to GASB Statements No. 14 and No. 84 in the current fiscal year.
- GASB Statement No. 98, *The Annual Comprehensive Financial Report*. This Statement establishes the term *annual comprehensive financial report* and its acronym *ACFR*. That new term and acronym replace instances of *comprehensive annual financial report* and its acronym in generally accepted accounting principles for state and local governments.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021 AND 2020

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Recent Accounting Pronouncements

- GASB Statement No. 87, *Leases*. This Statement will increase the usefulness of governments' financial statements by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. It establishes a single model for lease accounting that is based on the foundational principle that leases are financings of the right to use an underlying asset. This Statement is effective for the fiscal year ending September 30, 2022.
- GASB Statement No. 89, *Accounting for Interest Cost Incurred Before the End of a Construction Period*. This Statement requires that interest cost incurred before the end of a construction period be recognized as an expense in the period in which the cost is incurred. As a result, interest cost incurred before the end of a construction period will not be included in the historical cost of a capital asset. This Statement is effective for the fiscal year ending September 30, 2022.
- GASB Statement No. 91, *Conduit Debt Obligation*. This Statement will provide a single method of reporting conduit debt obligations by issuers and eliminate diversity in practice associated with commitments extended by issuers, arrangements associated with conduit debt obligations, and related note disclosures. This Statement is effective for the fiscal year ending September 30, 2023.
- GASB Statement No. 92, *Omnibus 2020*. This Statement will enhance comparability in accounting and financial reporting and improve the consistency of authoritative literature by addressing practice issues that have been identified during the implementation and application of certain GASB Statements. This Statement addresses a variety of topics. The requirements of this Statement related to the effective date of Statement No. 87 and Implementation Guide 2019-3, reinsurance recoveries, and terminology used to refer to derivative instruments are effective upon issuance. The remaining requirements are effective for the fiscal year ending September 30, 2022.
- GASB Statement No. 93, *Replacement of Interbank Offered Rates*. This Statement will enhance comparability in the application of accounting and financial reporting requirements and will improve the consistency of authoritative literature by addressing the accounting and financial reporting implications that result from the replacement of an Interbank Offered Rate (IBOR) for agreements in which variable payments made or received depend on an IBOR. The requirements of this Statement related to the removal of LIBOR as an appropriate benchmark interest rate are effective for the fiscal year ending September 30, 2022.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021 AND 2020

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Recently Issued Accounting Pronouncements (Continued)

- GASB Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements*. This Statement will improve financial reporting by establishing the definitions of public-private and public-public partnership arrangements (PPPs) and availability payment arrangements (APAs) and providing uniform guidance on accounting and financial reporting for transactions that meet those definitions. This Statement is effective for the fiscal year ending September 30, 2023.
- GASB Statement No. 96, *Subscription-Based Information Technology Arrangements*. This Statement provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users (governments). This Statement is effective for the fiscal year ending September 30, 2023.
- GASB Statement No. 97, *Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans—an amendment of GASB Statements No. 14 and No. 84, and a supersession of GASB Statement No. 32*. The requirements of this Statement will result in more consistent financial reporting of defined contribution pension plans, defined contribution OPEB plans, and other employee benefit plans, while mitigating the costs associated with reporting those plans. The sections of the statement related to Section 457 deferred compensation plans is effective for the fiscal year ending September 30, 2022.

Management is currently evaluating the impact of adoption of these statements in the District's financial statements.

NOTE 2 – DEPOSITS AND INVESTMENTS

Deposits

At September 30, 2021 and 2020, the carrying amount of cash on hand and on deposit with banks, including interest-bearing deposits, was \$29,829,075 and \$31,687,106, respectively. Investments at September 30, 2021 and 2020, are comprised of non-negotiable certificates of deposits with financial institutions with original maturities greater than three months in the amount of \$10,632,289 and \$3,666,949. The weighted average days to maturity for the non-negotiable certificates of deposits at September 30, 2021 and 2020 were 214 days and 81 days, respectively. All deposits and investments are insured by federal deposit insurance or collateralized pursuant to Florida Statutes Chapter 280, *Florida Security for Public Deposits Act*.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021 AND 2020

NOTE 2 – DEPOSITS AND INVESTMENTS (Continued)

Deposits (Continued)

In addition to insurance provided by the Federal Depository Insurance Corporation, deposits are held in banking institutions approved by the State Treasurer of the State of Florida to hold public funds. Under Florida Statutes Chapter 280, the State Treasurer requires all Florida qualified depositories to deposit with the Treasurer or banking institution eligible collateral. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

Investments

The investment of surplus public funds is governed by an investment policy approved by the Board. The policy limits investments to the following securities:

- A. The Local Government Surplus Funds Trust Fund or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation 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, or money market accounts in qualified public depositories as defined in Florida Statutes s. 280.02.
- D. Direct obligations of the United States Treasury.
- E. Federal agencies and instrumentalities.
- 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.
- 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 where:
 - 1. Funds are initially deposited in a qualified public depository, as defined in Florida Statutes, 280.02 selected by the District;
 - 2. The selected depository arranges for depositing the funds in financial deposit instruments insured by the FDIC in one or more federally insured banks or savings and loan associations, wherever located, for the account of the unit of local government;

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021 AND 2020

NOTE 2 – DEPOSITS AND INVESTMENTS (Continued)

Investments (Continued)

3. The full amount of the principal and accrued interest of each financial deposit instrument is insured by the FDIC; and
 4. The selected depository acts as custodian for the unit of local government with respect to each financial deposit instrument issued for its account.
- I. Other investments authorized by law or by resolution of the Governing Board.

Interest Rate Risk

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. Cash equivalents have a weighted average maturity of less than one year, resulting in minimal interest rate risk. The District's investment policy does not specifically limit the maturity of investments.

Credit Risk

Credit risk is the risk that an issuer will not fulfill its obligations. The District's investment policy addresses credit risk by limiting allowable investments in U.S. Agencies and Instrumentalities, Local Government Surplus Funds Trust Fund, Local Government Investment Pools, Authorized Deposits, or Repurchase Agreements. The security rating by a Nationally Recognized Statistical Rating Organization (NRSRO) is also an indication of credit risk.

Custodial Credit Risk

Custodial credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The District's investment policy limits its investments to high quality investments to control custodial credit risk.

NOTE 3 – INVESTMENT IN JOINT VENTURE

Biosolids Processing and Recycling Facility

On June 7, 2005, the District entered into an interlocal agreement (Agreement) with the Solid Waste Authority (SWA) to fund a portion of the cost to design, build, and operate a Biosolids Processing and Recycling Facility (BPF). There have been three amendments to the original agreement. The first amendment dated June 15, 2006 adjusted the original capital costs of the BPF, and the second amendment dated June 21, 2012 set forth the total net capital costs for the BPF. On July 18, 2013, the District sold 1.54% of its share of the original capacity to another government agency, thereby reducing the District's share of the total capacity to 8.96%. Proceeds from the sale were \$448,282, which reduced the District's original capital cost to

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021 AND 2020

NOTE 3 – INVESTMENT IN JOINT VENTURE (Continued)

Biosolids Processing and Recycling Facility (Continued)

\$3,311,772. Additional capital costs were incurred in the fiscal year ended September 30, 2014 in the amount of \$68,944; in the fiscal year ended September 30, 2018 in the amount of \$84,224; and in the fiscal year ended September 30, 2021 in the amount of \$5,232, increasing its portion of the capital cost to \$3,470,172.

The BPF processes certain wastewater treatment residuals (biosolids) which is necessary to comply with increasingly stringent environmental regulations that have significantly decreased the number of land application sites available. Prior to August 2009, bulk land application was the primary method of disposing of the biosolids.

The Agreement is for a period of 20 years beginning with the August 1, 2009 operations commencement. Upon the conclusion of the term of the agreement, the BPF will remain the property of SWA with each participating entity owning its share of the BPF, in perpetuity, for the life of the plant. Under accounting principles generally accepted in the United States of America, the District is required to account for this arrangement as a joint venture. Therefore, an asset is reported on the District's financial statements under the caption "Investment in joint venture." Since the BPF agreement does not state that the participants are to share in the profits and losses of the joint venture, the investment in joint venture account will not be adjusted to reflect the joint venture's results of operations. Rather the investment in joint venture will be amortized using the straight-line method over the 20-year life of the agreement. The District's total operating costs were \$667,917, and \$577,383 for the years ended September 30, 2021 and 2020. The District's pro rata share of the construction costs is shown as an asset – investment in joint venture – on the statements of net position.

The SWA is responsible for the design, construction, operation, and maintenance of the BPF. On April 12, 2005, the SWA approved a contract with a private company, NEFCO, to design/build/operate the BPF. The District, along with the other participating entities, are in turn responsible for delivering wastewater biosolids to the BPF and for paying their pro rata share of the capital and net operating costs. This provision helps to ensure that the BPF venture does not accumulate assets that may result in a financial benefit to the District or cause the District to experience fiscal stress from the BPF.

No separate financial statements are prepared for the BPF, which is reported as part of the SWA operations. Financial statements for the SWA may be obtained at the following address:

Solid Waste Authority
7501 North Jog Road
West Palm Beach, Florida 33412

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021 AND 2020

NOTE 4 – CAPITAL ASSETS

A summary of the District's property, plant, and equipment at September 30, 2021 and 2020 is as follows:

	September 30, 2021			
	<u>Beginning Balance</u>	<u>Increases</u>	<u>Decreases</u>	<u>Ending Balance</u>
Capital assets not being depreciated				
Land and land rights	\$ 854,434	\$	\$	\$ 854,434
Construction in progress	<u>4,527,304</u>	<u>2,818,999</u>	<u>(4,576,050)</u>	<u>2,770,253</u>
Total capital assets not being depreciated	<u>5,381,738</u>	<u>2,818,999</u>	<u>(4,576,050)</u>	<u>3,624,687</u>
Capital assets being depreciated				
Treatment and disposal system				
Plant	69,955,333	625,555	(141,883)	70,439,005
Lakes	1,211,079			1,211,079
Lines	115,655,808	3,937,701	(39,339)	119,554,170
Lift stations	30,681,089	630,970	(68,087)	31,243,972
Equipment	<u>9,981,099</u>	<u>778,707</u>	<u>(177,846)</u>	<u>10,581,960</u>
Total capital assets being depreciated	227,484,408	5,972,933	(427,155)	233,030,186
Less accumulated depreciation				
Treatment and disposal system				
Plant	(36,564,731)	(2,771,762)	115,458	(39,221,035)
Lakes	(515,140)	(12,121)		(527,261)
Lines	(44,014,856)	(3,050,148)	23,035	(47,041,969)
Lift stations	(18,772,933)	(1,088,103)	56,395	(19,804,641)
Equipment	<u>(7,279,684)</u>	<u>(430,827)</u>	<u>177,846</u>	<u>(7,532,665)</u>
Total accumulated depreciation	<u>(107,147,344)</u>	<u>(7,352,961)</u>	<u>372,734</u>	<u>(114,127,571)</u>
Total capital assets being depreciated, net	<u>120,337,064</u>	<u>(1,380,028)</u>	<u>(54,421)</u>	<u>118,902,615</u>
Capital assets, net	<u><u>\$ 125,718,802</u></u>	<u><u>\$ 1,438,971</u></u>	<u><u>\$ (4,630,471)</u></u>	<u><u>\$ 122,527,302</u></u>

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021 AND 2020

NOTE 4 – CAPITAL ASSETS (Continued)

	September 30, 2020			
	<u>Beginning Balance</u>	<u>Increases</u>	<u>Decreases</u>	<u>Ending Balance</u>
Capital assets not being depreciated				
Land and land rights	\$ 854,434	\$	\$	\$ 854,434
Construction in progress	10,540,485	6,009,563	(12,022,744)	4,527,304
Total capital assets not being depreciated	11,394,919	6,009,563	(12,022,744)	5,381,738
Capital assets being depreciated				
Treatment and disposal system				
Plant	69,580,531	521,606	(146,804)	69,955,333
Lakes	1,211,079			1,211,079
Lines	110,357,154	7,464,591	(2,165,937)	115,655,808
Lift stations	25,829,926	5,026,900	(175,737)	30,681,089
Equipment	9,185,416	1,016,023	(220,340)	9,981,099
Total capital assets being depreciated	216,164,106	14,029,120	(2,708,818)	227,484,408
Less accumulated depreciation				
Treatment and disposal system				
Plant	(33,903,720)	(2,748,831)	87,820	(36,564,731)
Lakes	(503,019)	(12,121)		(515,140)
Lines	(41,194,389)	(2,820,467)		(44,014,856)
Lift stations	(17,832,139)	(1,054,291)	113,497	(18,772,933)
Equipment	(7,048,066)	(451,959)	220,341	(7,279,684)
Total accumulated depreciation	(100,481,333)	(7,087,669)	421,658	(107,147,344)
Total capital assets being depreciated, net	115,682,773	6,941,451	(2,287,160)	120,337,064
Capital assets, net	<u>\$ 127,077,692</u>	<u>\$ 12,951,014</u>	<u>\$ (14,309,904)</u>	<u>\$ 125,718,802</u>

Depreciation expense was \$7,352,961 and \$7,087,669 for the years ended September 30, 2021 and 2020, respectively.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021 AND 2020

NOTE 5 – CONTRACTS PAYABLE

Construction contracts of the District at September 30, 2021 and 2020 are as follows:

	September 30, 2021			
	Total Project Authorization	Total Expended	Contracts Payable	Balance to Complete
Sewering Line Lining	\$ 1,363,388	\$ 1,062,833	\$	\$ 300,555
Other Construction Contracts	3,537,890	1,544,184	383,969	1,609,737
Total:	<u>\$ 4,901,278</u>	<u>\$ 2,607,017</u>	<u>\$ 383,969</u>	<u>\$ 1,910,292</u>

	September 30, 2020			
	Total Project Authorization	Total Expended	Contracts Payable	Balance to Complete
Lift Station Rehabilitations	\$ 2,248,664	\$ 2,230,847	\$ 17,442	\$ 375
Alt A1A Bridge Forcmain Expansion	1,665,679	1,398,723	66,758	200,198
Sewering Line Lining	2,074,409	1,305,565	346,219	422,625
Neighborhood Sewering LPSS	43,797	11,583	32,214	
Inlet Waters	460,437	414,393	46,044	
SE Hobart Street	20,175	10,260		9,915
Other Construction Contracts	1,098,170	613,245	71,289	413,636
Total:	<u>\$ 7,611,331</u>	<u>\$ 5,984,616</u>	<u>\$ 579,966</u>	<u>\$ 1,046,749</u>

NOTE 6 – LONG-TERM LIABILITIES

Changes in long-term liabilities for the years ended September 30, 2021 were as follows:

	September 30, 2021				
	Balance October 1, 2020	Additions	Reductions	Balance September 30, 2021	Due Within One year
Compensated absences	\$ 967,283	\$ 125,287	\$ 64,284	\$ 1,028,286	\$ 95,051
	<u>\$ 967,283</u>	<u>\$ 125,287</u>	<u>\$ 64,284</u>	<u>\$ 1,028,286</u>	<u>\$ 95,051</u>

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021 AND 2020

NOTE 6 – LONG-TERM LIABILITIES (Continued)

Changes in long-term liabilities for the years ended September 30, 2020 were as follows:

	September 30, 2020				
	Balance October 1, 2019	Additions	Reductions	Balance September 30, 2020	Due Within One year
Compensated absences	\$ 963,257	\$ 81,695	\$ 77,669	\$ 967,283	\$ 81,627
	<u>\$ 963,257</u>	<u>\$ 81,695</u>	<u>\$ 77,669</u>	<u>\$ 967,283</u>	<u>\$ 81,627</u>

NOTE 7 – RESTRICTED ASSETS, LIABILITIES AND RESERVES

Restricted assets and liabilities at September 30, 2021 and 2020 consist of customer deposits. Assets restricted for these purposes represent cash and investments totaling \$86,463 and \$69,190 for the years ended September 30, 2021 and 2020, respectively.

The following is a summary of restricted assets, related liabilities, and restricted net position at September 30, 2021 and 2020:

September 30, 2021	Restricted Assets	Liabilities Payable from Restricted Assets	Restricted Net Position
Customer Deposits	<u>\$ 86,463</u>	<u>\$ 86,463</u>	<u>\$</u>

September 30, 2020	Restricted Assets	Liabilities Payable from Restricted Assets	Restricted Net Position
Customer Deposits	<u>\$ 69,190</u>	<u>\$ 69,190</u>	<u>\$</u>

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021 AND 2020

NOTE 8 – DEFINED CONTRIBUTION PLAN

The District contributes to the Loxahatchee River Environmental Control District Money Purchase Plan and Trust, a defined contribution pension plan, for its full-time employees. The Plan is administered by an Administrative Committee that reports to the Governing Board. Benefit terms, including contribution requirements, for the Plan are established and may be amended by the Governing Board. The District is required to contribute 12% of annual salary to individual employee accounts for each participating employee. Employees contribute 4% of their eligible compensation. For the years ended September 30, 2021 and 2020, employee contributions totaled \$198,813 and \$202,289 and the District's recognized pension expense was \$818,300 and \$827,128, respectively.

Employees are required to participate in the District's mandatory plan after attainment of 18 years of age and completion of one year of continuous service. Employees are fully vested after two years of plan participation. Nonvested contributions are forfeited upon termination of employment and such forfeitures are used to reduce employer contributions. There were forfeitures in the amount of \$4,212 for the year ended September 30, 2021 and there were no forfeitures for the year ended September 30, 2020.

The District had a liability to the Plan at September 30, 2021 and 2020 in the amount of \$33,054 and \$30,379, respectively.

NOTE 9 – COMMITMENTS

Service Agreement

The District entered into an agreement with Synagro South, LLC for the hauling and disposal of wastewater sludge to the SWA Pelletization Facility for a 24-month period starting October 1, 2018. The contract provided for the hauling and disposal of wastewater sludge from the District's facility to the SWA Pelletization Facility at an agreed upon distance of 16 miles at a rate of \$9.01 per mile. The contract also provided for the hauling and disposal of wastewater sludge from the District's facility to an undesignated site within a 60-mile radius at a rate of \$5.61 per mile. In September 2020, the District Governing Board executed the first of three one-year options with Synagro South, LLC. The new rates are \$9.07 per mile and \$5.65 per mile. In September 2021, the District Governing Board approved the second one-year option with Synagro South, LLC. The new rates will be \$9.55 per mile and \$5.96 per mile. For the years ended September 30, 2021 and 2020, the District paid \$137,774 and \$137,817, respectively.

Purchase Commitments

The District had outstanding purchase orders totaling approximately \$342,604 and \$638,027 for the fiscal years ended September 30, 2021 and 2020, respectively.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021 AND 2020

NOTE 10 – RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the District carries commercial insurance. Specifically, the District purchases commercial insurance for property, medical benefits, workers' compensation, general liability, automobile liability, errors and omissions, and directors and officers liability. The District is also covered by Florida Statutes under the Doctrine of Sovereign Immunity, which effectively limits the amount of liability of government agencies to individual claims of \$200,000/\$300,000 for all claims relating to the same accident. There were no changes in insurance coverage from the prior year, except the District removed approximately \$17,000,000 of lift stations from property insurance in March 2021. There were no settlements that exceeded insurance coverage in the last three years.

OTHER INFORMATION SECTION

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
Other Information - Information Required by Section 218.39(3)(c), Florida Statutes
For the Fiscal Year Ended September 30, 2021
Unaudited

As required by Section 218.39(3)(c), Florida Statutes, the District reported:

Required Information		Reported
The total number of district employees compensated in the last pay period of the District's fiscal year 2021:		92
The total number of independent contractors to whom nonemployee compensation was paid in the last month of the District's fiscal year 2021:		Not Applicable
All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency for fiscal year 2021:		\$ 5,464,928
All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency for fiscal year 2021:		Not Applicable
Each construction project with a total cost of at least \$65,000 approved by the District that was scheduled to begin on or after October 1 of the fiscal year 2021, together with the total expenditures for such project:		
Project	Budget	Expenditures
20 Acre Site Planning and Design	\$ 286,148	\$ 114,338
Jupiter Inlet Lighthouse Unit Houses Renovation	146,422	57,604
Lift Station Cellular Telemetry	197,625	36,690
Master Lift Station Traveling Bridge Crane	125,000	11,500
Master Lift Station Bypass	206,344	90,467
Odor Control Study	99,454	99,454
Greenhouse Gas Emissions Study	72,255	26,935
Injection Well Emergency Generator Connection	450,000	13,290
Injection Well VFD Replacement	70,900	70,900
A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year 2021 being reported if the District amends a final adopted budget under Section 189.016(6), Florida Statutes:		See Page 34
The rate or rates of non-ad valorem special assessments imposed by the District for fiscal year 2021:		\$483 to \$1,717
The total amount of special assessments collected by or on behalf of the district for fiscal year 2021:		\$ 2,800,862
The total amount of outstanding bonds issued by the district and the terms of such		Not Applicable

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
Other Information - Budget Variance Report
For the Fiscal Year Ended September 30, 2021
Unaudited

	Original (Final) Budget	Actual	Variance With Final Budget Positive (Negative)
Revenues			
Operating revenues			
Regional sewer service	\$ 17,670,500	\$ 16,683,096	\$ (987,404)
IQ water charges	2,250,000	2,267,555	17,555
Standby sewer service	90,000	98,167	8,167
Administration and engineering fees	73,000	66,472	(6,528)
Other revenue	410,000	356,833	(53,167)
Total operating revenues	<u>20,493,500</u>	<u>19,472,123</u>	<u>(1,021,377)</u>
Capital revenues			
Line charges	203,000	303,397	100,397
Assessments	931,500	454,670	(476,830)
Plant charges	932,000	658,413	(273,587)
Capital contributions	800,000	245,368	(554,632)
Total capital revenues	<u>2,866,500</u>	<u>1,661,848</u>	<u>(1,204,652)</u>
Other revenues			
Interest income	648,000	722,220	74,220
Grant revenue		270,000	270,000
Gain (loss) on disposal of capital assets		(14,652)	(14,652)
Total other revenues	<u>648,000</u>	<u>977,568</u>	<u>329,568</u>
Total revenues	<u>\$ 24,008,000</u>	<u>\$ 22,111,539</u>	<u>\$ (1,896,461)</u>
Expenses			
Operating expenses			
Salaries and wages	\$ 5,960,700	\$ 5,642,927	\$ 317,773
Payroll taxes	428,900	406,187	22,713
Retirement contributions	889,100	818,302	70,798
Employee health insurance	1,478,400	1,272,495	205,905
Workers' compensation insurance	86,800	53,479	33,321
General insurance	386,895	358,802	28,093
Supplies and expenses	1,128,000	866,572	261,428
Utilities	1,399,225	1,289,811	109,414
Chemicals	379,000	331,356	47,644
Repairs and maintenance	1,948,070	1,427,301	520,769
Outside services	1,884,750	2,033,230	(148,480)
Contingency	225,000		225,000
Depreciation and amortization		7,528,150	(7,528,150)
Total operating expenses	<u>16,194,840</u>	<u>22,028,612</u>	<u>(5,833,772)</u>
Capital	<u>10,994,500</u>	<u>4,089,338</u>	<u>6,905,162</u>
Total expenses	<u>\$ 27,189,340</u>	<u>\$ 26,117,950</u>	<u>\$ 1,071,390</u>

STATISTICAL SECTION

STATISTICAL SECTION

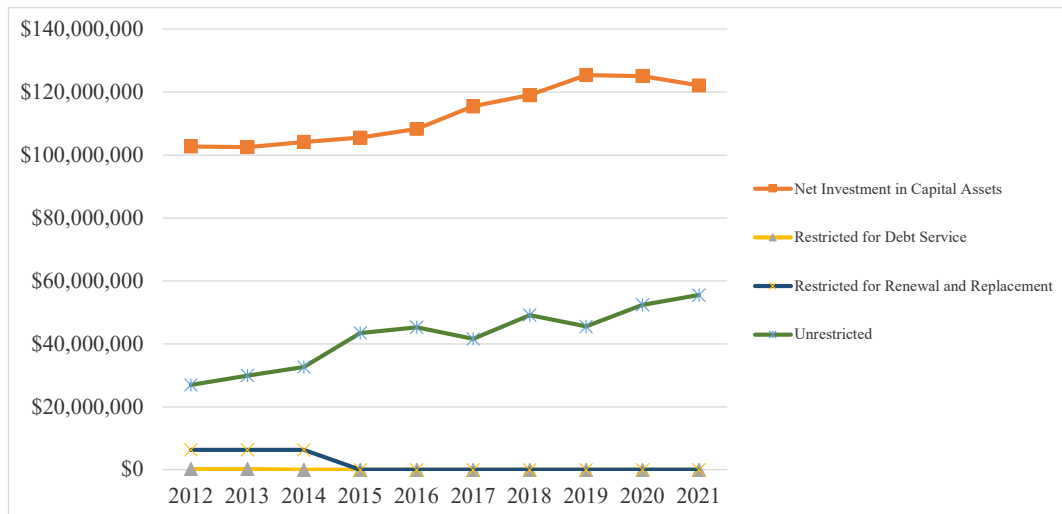
This part of the District's Annual Comprehensive Financial Report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the government's overall financial health.

Contents	Page
Financial Trends	
<i>These schedules contain trend information to help the reader understand how the District's financial performance and well-being have changed over time.</i>	
Schedule of Net Position by Component	35
Schedule of Changes in Net Position	36
Revenue Capacity	
<i>These schedules contain service and infrastructure data to help the reader understand how information in the government's financial report relates to the services the government provides and the activities it performs.</i>	
Schedule of Revenue by Source	37
Total Sewer Units by Category	38
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Schedule of Sewer Rates	40
Wastewater Treated	41
Debt Capacity	
<i>These schedules present information to help the reader assess the affordability of the District's current levels of outstanding debt, as well as the District ability to issue debt in the future.</i>	
Ratio of Outstanding Debt	42
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Demographic and Economic Information	
<i>These schedules offer demographic and economic indicators to help the reader understand the environment within which the District's financial activities take place.</i>	
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<i>These schedules contain service and infrastructure data to help the reader understand how information in the government's financial report relates to the services the government provides and the activities it performs.</i>	
Full-time Equivalent Employees by Function	46
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Capital and Infrastructure Statistics	48

Sources: Unless otherwise noted, the information in these schedules were obtained from the District's records.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
SCHEDULE OF NET POSITION BY COMPONENT
For the Last Ten Fiscal Years

Fiscal Year Ended September 30,	Net Investment in Capital Assets	Restricted for Debt Service	Restricted for Renewal and Replacement	Unrestricted	Total Net Position	Change from Prior Year
2012	\$ 102,752,953	\$ 276,823	\$ 6,300,000	\$ 26,921,891	\$ 136,251,667	1.79%
2013	102,544,712	278,024	6,300,000	29,974,212	139,096,948	2.09%
2014	104,210,176		6,300,000	32,666,737	143,176,913	2.93%
2015	105,523,262			43,503,660	149,026,922	4.09%
2016	108,348,576			45,289,111	153,637,687	3.09%
2017	115,529,222			41,618,783	157,148,005	2.28%
2018	119,058,082			49,135,460	168,193,542	7.03%
2019	125,449,146			45,506,795	170,955,941	1.64%
2020	125,138,836			52,423,337	177,562,173	3.86%
2021	122,143,333			55,501,767	177,645,100	0.05%



Source: Loxahatchee River Environmental Control District

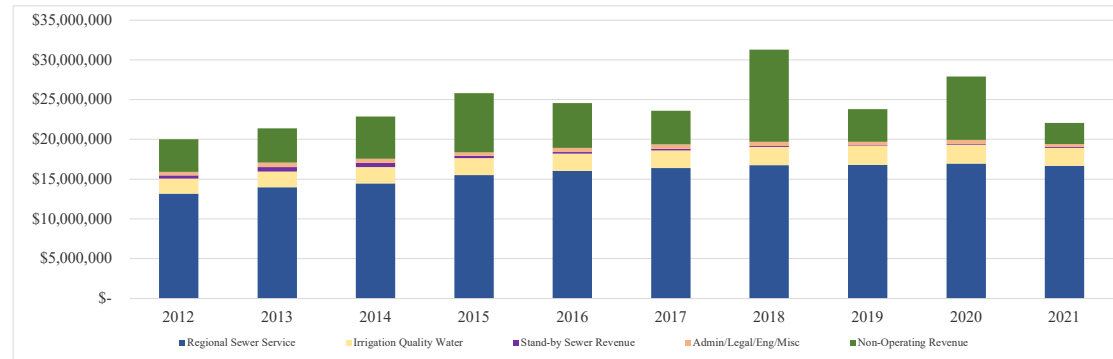
LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
SCHEDULE OF CHANGES IN NET POSITION
For the Last Ten Fiscal Years

	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
OPERATING REVENUES:										
Charges for services	\$ 15,544,204	\$ 16,558,320	\$ 17,068,443	\$ 17,955,155	\$ 18,439,733	\$ 18,929,914	\$ 19,269,413	\$ 19,387,399	\$ 19,531,720	\$ 19,077,644
Miscellaneous	372,358	534,846	500,866	420,734	472,844	436,024	416,191	314,265	386,857	329,299
Total operating revenues	<u>15,916,562</u>	<u>17,093,166</u>	<u>17,569,309</u>	<u>18,375,889</u>	<u>18,912,577</u>	<u>19,365,938</u>	<u>19,685,604</u>	<u>19,701,664</u>	<u>19,918,577</u>	<u>19,406,943</u>
OPERATING EXPENSES:										
Personal services	5,957,973	6,079,828	6,322,100	6,933,959	7,183,021	7,382,421	7,486,707	7,652,362	7,994,898	8,193,390
Operational	2,615,226	2,615,615	2,688,221	2,700,888	2,751,449	2,895,600	3,182,510	3,037,405	2,928,535	3,055,824
Supplies and chemicals	1,055,884	1,287,386	1,404,409	1,350,463	1,538,706	1,454,776	1,285,931	1,199,984	1,034,064	975,258
Repairs and maintenance	1,423,087	1,959,972	2,030,502	2,051,192	1,731,117	1,719,023	1,479,091	1,723,423	1,685,351	1,427,301
Contractual services	202,747	275,639	353,989	228,673	209,288	294,311	392,387	421,393	401,169	783,509
Depreciation and amortization	5,953,184	5,867,335	5,885,015	6,067,532	6,221,487	6,348,091	6,365,385	6,532,952	7,262,858	7,528,150
Total operating expenses	<u>17,208,101</u>	<u>18,085,775</u>	<u>18,684,236</u>	<u>19,332,707</u>	<u>19,635,068</u>	<u>20,094,222</u>	<u>20,192,011</u>	<u>20,567,519</u>	<u>21,306,875</u>	<u>21,963,432</u>
OPERATING INCOME (DEFICIT)	<u>(1,291,539)</u>	<u>(992,609)</u>	<u>(1,114,927)</u>	<u>(956,818)</u>	<u>(722,491)</u>	<u>(728,284)</u>	<u>(506,407)</u>	<u>(865,855)</u>	<u>(1,388,298)</u>	<u>(2,556,489)</u>
NONOPERATING REVENUES (EXPENSES)										
Grants	19,041	11,336	10,000	62,060	33,329	13,550	190,980			270,000
Interest income	770,137	757,045	784,574	871,896	936,584	988,965	1,079,754	1,381,134	969,565	722,220
Interest expense	(165,250)	(137,397)	(5,834)							
Net gain (loss) on fair value of investments	29,737	13,594	(7,386)							
Loss on extinguishment of debt				(419,797)						
Gain (loss) on disposal of capital assets	(241,086)	(339,020)	(83,934)	(198,364)	(318,769)	33,630	(33,294)	(456,428)	63,860	(14,652)
Total nonoperating revenue (expenses)	<u>412,579</u>	<u>305,558</u>	<u>697,420</u>	<u>315,795</u>	<u>651,144</u>	<u>1,036,145</u>	<u>1,237,440</u>	<u>924,706</u>	<u>1,033,425</u>	<u>977,568</u>
INCOME (DEFICIT) BEFORE CAPITAL CONTRIBUTIONS	<u>(878,960)</u>	<u>(687,051)</u>	<u>(417,507)</u>	<u>(641,023)</u>	<u>(71,347)</u>	<u>307,861</u>	<u>731,033</u>	<u>58,851</u>	<u>(354,873)</u>	<u>(1,578,921)</u>
CAPITAL CONTRIBUTIONS	3,273,050	3,532,332	4,497,472	6,491,032	4,682,112	3,202,457	10,314,504	2,703,548	6,961,105	1,661,848
INCREASE (DECREASE) IN NET POSITION	2,394,090	2,845,281	4,079,965	5,850,009	4,610,765	3,510,318	11,045,537	2,762,399	6,606,232	82,927
NET POSITION, BEGINNING OF PERIOD	133,857,577	136,251,667	139,096,948	143,176,913	149,026,922	153,637,687	157,148,005	168,193,542	170,955,941	177,562,173
NET POSITION, END OF PERIOD	<u>\$ 136,251,667</u>	<u>\$ 139,096,948</u>	<u>\$ 143,176,913</u>	<u>\$ 149,026,922</u>	<u>\$ 153,637,687</u>	<u>\$ 157,148,005</u>	<u>\$ 168,193,542</u>	<u>\$ 170,955,941</u>	<u>\$ 177,562,173</u>	<u>\$ 177,645,100</u>

Source: Loxahatchee River Environmental Control District

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
SCHEDULE OF REVENUE BY SOURCE
For the Last Ten Fiscal Years

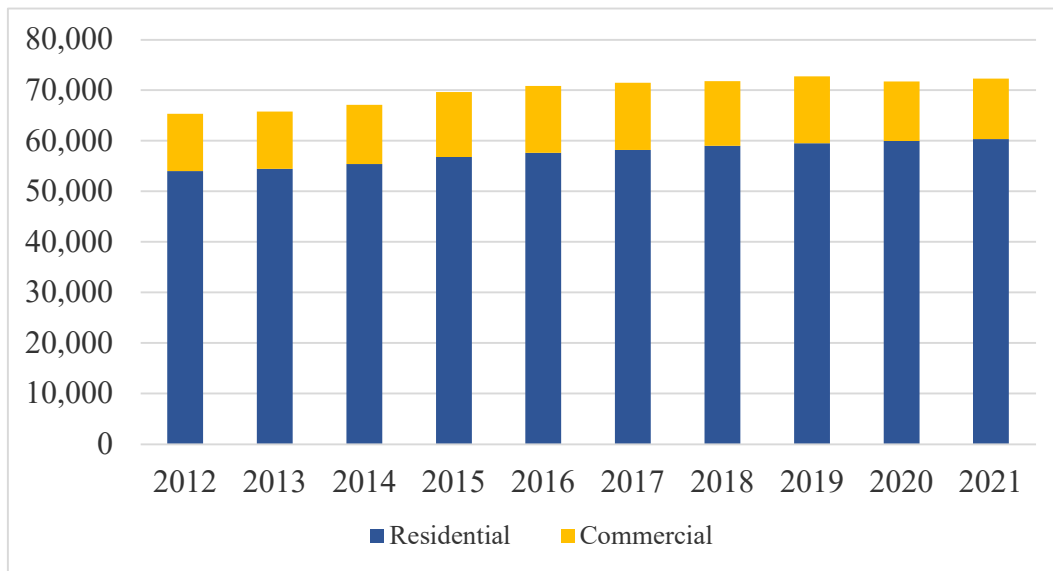
Fiscal Year Ended September 30,	Operating Revenues					Non-Operating Revenues							
	Regional Sewer Service	Irrigation Quality Water	Stand-by Sewer Revenue	Admin/Legal Engineering Fees and Miscellaneous	Total Operating Revenues	Assessment Revenue	Connection Charges	Line Charges	Investment Income	Grants/ Contributed Capital	Other	Total Non-Operating Revenues	Total Revenues
2012	\$ 13,196,560	\$ 1,870,462	\$ 421,274	428,266	\$ 15,916,562	\$ 139,373	\$ 1,408,116	\$ 632,541	\$ 770,137	\$ 1,112,061	\$ 29,737	\$ 4,091,965	\$ 20,008,527
2013	13,971,883	2,001,583	526,409	593,291	17,093,166	277,518	1,345,534	863,959	757,045	1,056,657	13,594	4,314,307	21,407,473
2014	14,478,093	2,059,339	496,829	535,048	17,569,309	327,432	2,569,441	670,857	784,574	939,742		5,292,046	22,861,355
2015	15,502,465	2,131,578	305,107	436,739	18,375,889	2,571,005	2,455,424	279,076	871,896	1,247,587		7,424,988	25,800,877
2016	16,051,221	2,154,339	221,965	485,052	18,912,577	2,035,390	1,073,180	369,122	936,584	1,237,749		5,652,025	24,564,602
2017	16,408,048	2,221,586	175,916	560,388	19,365,938	388,857	854,526	286,500	988,965	1,686,124	33,630.00	4,238,602	23,604,540
2018	16,751,205	2,307,946	120,034	506,419	19,685,604	6,508,665	1,409,475	547,129	1,079,754	1,849,235	190,980	11,585,238	31,270,842
2019	16,806,144	2,361,783	99,294	434,443	19,701,664	733,072	573,255	241,047	1,381,134	1,156,174		4,084,682	23,786,346
2020	16,971,526	2,379,798	93,741	473,512	19,918,577	5,118,705	675,485	412,140	969,565	754,775	63,860	7,994,530	27,913,107
2021	16,683,096	2,267,555	98,167	358,125	19,406,943	454,670	658,413	303,397	722,220	515,368		2,654,068	22,061,011



Source: Loxahatchee River Environmental Control District

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
TOTAL SEWER UNITS BY CATEGORY
For the Last Ten Fiscal Years

Fiscal Year	Residential		Commercial		Total
	Equivalent Connections	% of Annual Total	Equivalent Connections	% of Annual Total	
2012	54,026	83%	11,277	17%	65,302
2013	54,414	83%	11,335	17%	65,749
2014	55,417	83%	11,675	17%	67,092
2015	56,794	82%	12,836	18%	69,630
2016	57,579	81%	13,276	19%	70,855
2017	58,196	81%	13,269	19%	71,465
2018	59,002	82%	12,784	18%	71,786
2019	59,478	82%	13,276	18%	72,754
2020	59,923	84%	11,784	16%	71,707
2021	60,333	83%	11,958	17%	72,291

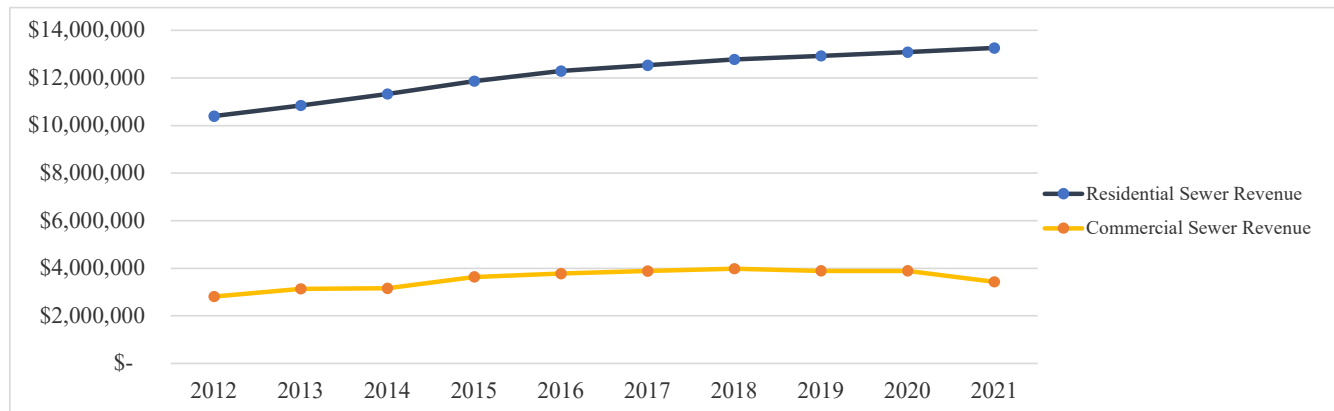


Source: Loxahatchee River Environmental Control District

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
TOTAL SEWER REVENUE BY CATEGORY
For the Last Ten Fiscal Years

Fiscal Year	Residential				Commercial				Total
	Regional Sewer Service Revenue	% of Annual Total	Number of Equivalent Connections	Rate per Equivalent Connection	Regional Sewer Service Revenue	% of Annual Total	Number of Equivalent Connections	Rate per Equivalent Connection	
2012	\$ 10,392,270	79%	53,774	\$ 193.26	\$ 2,804,290	21%	10,592	\$ 264.74	\$ 13,196,560
2013	10,843,903	78%	54,208	200.04	3,127,980	22%	11,431	273.64	13,971,883
2014	11,325,317	78%	54,864	206.43	3,152,776	22%	11,156	282.61	14,478,093
2015	11,864,990	77%	55,931	212.14	3,637,475	23%	12,450	292.17	15,502,465
2016	12,284,659	77%	57,199	214.77	3,766,562	23%	12,850	293.12	16,051,221
2017	12,527,978	76%	57,853	216.55	3,880,070	24%	13,180	294.39	16,408,048
2018	12,776,079	76%	58,533	218.27	3,975,126	24%	13,319	298.46	16,751,205
2019	12,919,575	77%	59,201	218.23	3,886,569	23%	13,015	298.62	16,806,144
2020	13,079,358	77%	59,625	219.36	3,892,168	23%	12,956	300.41	16,971,526
2021	13,256,092	79%	60,128	220.46	3,427,004	21%	11,348	301.99	16,683,096

Note: The Schedule of Principal Payors is not presented. The District bills residential customers by Equivalent Connection, therefore all residential customers pay approximately the same amount.



Source: Loxahatchee River Environmental Control District

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
SCHEDULE OF SEWER RATES
As of September 30, 2021

Quarterly Service Charge

Residential		Non-Residential
Equivalent Connection	Rate	
1.00	\$ 55.15	\$6.29 / 1,000 gallons or minimum of \$75.47/quarter
1.25	68.94	
1.50	82.73	
1.75	96.51	
2.00	110.30	
2.25	124.09	
2.50	137.88	
2.75	151.66	

Quarterly Stand-by Sewer Revenue Charge

Residential	\$ 37.50 \per Equivalent Connection
Non-Residential	51.32 \per Equivalent Connection

Connection Charges

Equivalent Connection	Rate
1.00	\$ 2,923.24
1.25	3,654.05
1.50	4,384.86
1.75	5,115.67
0.25	730.81

Rates effective April 1, 2021

Source: Loxahatchee River Environmental Control District

**LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
WASTEWATER TREATED
For the Last Ten Fiscal Years**

Fiscal Year Ended September 30,	Annual Influent Treated (MGD)	Regional Sewer Service Revenue	Total Direct Sewer Rates (1)
2012	2,475	\$ 13,196,560	\$ 5.33
2013	2,498	13,971,883	5.59
2014	2,479	14,478,093	5.84
2015	2,474	15,502,465	6.27
2016	2,453	16,051,221	6.54
2017	2,386	16,408,048	6.88
2018	2,493	16,751,205	6.72
2019	2,476	16,806,144	6.79
2020	2,611	16,971,526	6.50
2021	2,617	16,683,096	6.37

(1) per thousand gallons influent treated.

MGD = Millions of gallons per day.

Source: Loxahatchee River Environmental Control District

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
RATIO OF OUTSTANDING DEBT
For the Last Ten Fiscal Years

Fiscal Year Ended September 30,	1997B Revenue Bonds	1997C Revenue Bonds	2003 Revenue Bonds	2009 Revenue Bonds	2010 Revenue Bonds	Total Debt Outstanding	Debt Per Equivalent Connection
2012	\$ 768,057	\$ 822,117	\$	\$ 3,052,931	\$ 1,324,897	\$ 5,968,002	\$ 90.77
2013	611,772	652,035		2,855,025	191,518	4,310,350	64.25
2014				2,648,163		2,648,163	38.03
2015							
2016							
2017							
2018							
2019							
2020							
2021							

Note: Bonds were paid off during fiscal year 2015.

Source: Loxahatchee River Environmental Control District

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
SCHEDULE OF PLEDGED REVENUE COVERAGE
For the Last Ten Fiscal Years

Fiscal Year Ended September 30,	Total Debt Service Requirement	Gross Revenues	Operating Expenses Before Depreciation	Net Revenue Available (1)	Debt Service Coverage (2)	Capital Charges	Net Revenue Available	Debt Service Coverage (3)
2012	\$ 1,876,244	\$ 16,494,391	\$ 11,254,917	\$ 5,239,474	2.79	\$ 3,273,050	\$ 8,512,524	4.54
2013	1,876,057	17,536,121	12,218,440	5,317,681	2.83	3,532,332	8,850,013	4.72
2014	915,791	18,272,563	12,799,221	5,473,342	5.98	4,497,472	9,970,814	10.89
2015	331,540	18,691,684	13,265,175	5,426,509	16.37	6,491,032	11,917,541	35.95
2016								
2017								
2018								
2019								
2020								
2021								

(1) Net revenue available before capital charges

(2) In accordance with the Bond Resolutions, required debt service coverage is 1.10 times

(3) In accordance with the Bond Resolutions, required debt service coverage is 1.25 times

Note: Bonds were paid off during fiscal year 2015.

Source: Loxahatchee River Environmental Control District

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
DEMOGRAPHIC AND ECONOMIC STATISTICS
For the Last Ten Fiscal Years

Fiscal Year	Population (1)				Personal Income (2)		Per Capita Personal Income (2)		Unemployment Rate (3)	
	Town of Jupiter	Village of Tequesta	Town of Juno Beach	Town of Jupiter Inlet Colony	Palm Beach County	Martin County	Palm Beach County	Martin County	Palm Beach County	Martin County
2012	56,337	5,646	3,233	398	\$84,703,787	\$ 9,842,408	\$ 62,454	\$ 66,044	8.5%	8.3%
2013	56,577	5,652	3,191	401	83,679,890	9,371,873	60,704	61,975	7.1%	7.2%
2014	57,263	5,629	3,194	396	92,842,100	10,666,979	66,218	69,607	5.9%	6.1%
2015	59,108	5,665	3,240	396	100,579,513	11,397,001	70,415	73,189	5.3%	5.3%
2016	60,615	5,699	3,351	411	104,108,093	12,078,164	71,613	76,211	5.0%	5.0%
2017	61,388	5,731	3,400	407	109,973,732	12,650,502	74,754	79,104	4.1%	4.0%
2018	62,100	5,857	3,427	409	118,519,249	13,496,101	79,760	83,873	3.1%	3.0%
2019	62,497	5,850	3,442	406	124,632,614	13,748,480	83,268	85,394	3.2%	2.9%
2020	63,188	5,874	3,463	414	131,881,463	14,455,817	87,478	89,185	6.6%	4.6%
2021	61,121	6,152	3,862	403	N/A	N/A	N/A	N/A	4.1%	3.4%

Data Sources:

- (1) University of Florida, Bureau of Economic and Business Research.
- (2) U.S. Department of Commerce, Bureau of Economic Analysis, Regional Economic Information System.
- (3) U.S. Department of Labor Statistics - based on not seasonally adjusted September rates.

N/A - Data not available

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
PRINCIPAL EMPLOYERS
Current Year and Nine Years Ago

Employer	2021			2012		
	Employees	Rank	Percentage of Total County Employment	Employees	Rank	Percentage of Total County Employment
Palm Beach County						
Palm Beach County School District	22,600	1	3.46%	21,495	1	3.47%
Tenet Coastal Division of Palm Beach County	6,505	2	1.00%	6,100	3	0.99%
Palm Beach County - BOCC	5,686	3	0.87%	11,381	2	0.98%
NextEra Energy/Florida Power & Light	5,119	4	0.78%	3,635	4	0.59%
Florida Atlantic University	3,133	5	0.48%	2,706	7	0.44%
Boca Raton Regional Hospital	3,052	6	0.47%	2,250	10	0.36%
Veterans Health Administration	3,000	7	0.46%			
Hospital Corporation of America - HCA	2,806	8	0.43%	2,714	6	0.44%
The Breakers	2,300	9	0.35%			
Bethesda Health, Inc.	2,282	10	0.35%	2,391	8	0.39%
G4S Headquarters				3,000	5	0.48%
Office Depot				2,250	9	0.36%
Totals	<u>56,483</u>			<u>57,922</u>		
Martin County						
Martin Memorial Health Systems	N/A	N/A	N/A	2,783	1	4.41%
Martin County School District	N/A	N/A	N/A	2,590	2	4.11%
Martin County Government	N/A	N/A	N/A	1,565	3	2.48%
State of Florida	N/A	N/A	N/A	580	4	0.95%
Triumph Group - Vought Aircraft Division	N/A	N/A	N/A	408	5	0.65%
Turbocombustor Technology, Inc.	N/A	N/A	N/A	396	6	0.63%
Liberator Medical Holding, Ins.	N/A	N/A	N/A	340	7	0.54%
Seacoast Banking Corporation of Florida	N/A	N/A	N/A	294	8	0.47%
Louis Dreyfus Commodities	N/A	N/A	N/A	250	9	0.40%
Armellini Industries	N/A	N/A	N/A	223	10	0.35%
Totals	<u>-</u>			<u>9,429</u>		

Source: Palm Beach County data from Business Development Board of Palm Beach County. Data is for Palm Beach County. Martin County 2012 data is from Martin County.

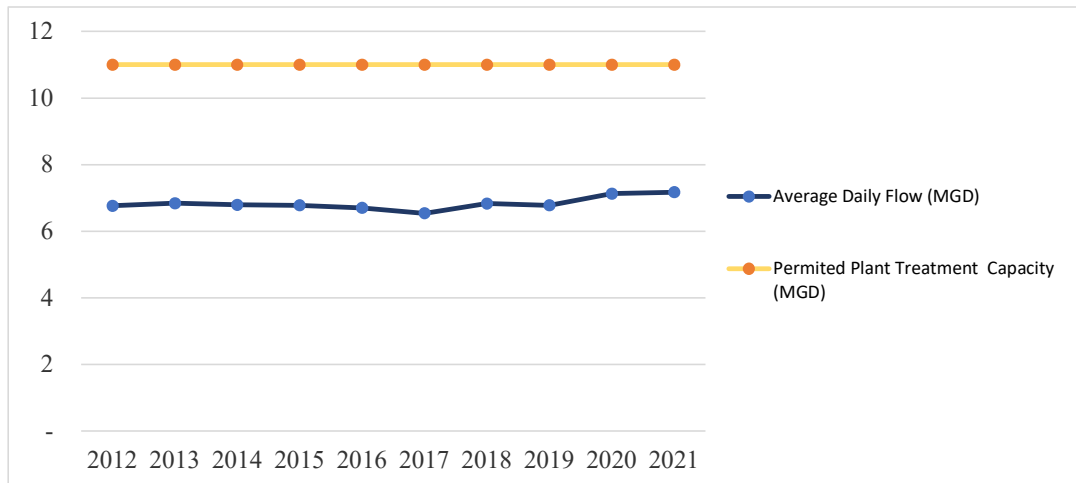
LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
FULL-TIME EQUIVALENT EMPLOYEES BY FUNCTION
For the Last Ten Fiscal Years

Function	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Executive	3	3	3	3	4	4	4	4	5	5
Finance	8	8	8	8	7	7	7	6	6	6
Public Education	2	2	3	3	3	3	3	3	3	3
WildPine Lab	7	7	7	7	7	7	7	7	7	7
Customer Service				4	4	4	4	4	4	4
Information Technology				4	4	4	4	4	5	4
Engineering and Inspection	8	9	9	8	8	9	9	10	10	10
Construction	5	6	6	7	7	6	6	6	6	7
Operations Administration	8	9	9	3	4	4	3	3	2	3
Collection and Transmission	12	12	13	13	11	11	11	11	11	13
Treatment and Disposal	17	16	16	16	17	18	19	19	19	18
Reuse	2	2	2	2	2	2	2	2	2	2
Bio-Solid	2	2	2	2	2	2	2	2	2	2
Total	74	76	78	80	80	81	81	81	82	84

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
SCHEDULE OF WASTEWATER TREATMENT CAPACITY
For the Last Ten Fiscal Years

Fiscal Year Ended September 30,	Permitted Plant Treatment Capacity (MGD)	Average Daily Flow (MGD)	Max Daily Flow (MGD)	Annual Influent Treated (MGD)	Percent Capacity
2012	11	6.76	11.15	2,474.64	62%
2013	11	6.84	10.21	2,497.59	62%
2014	11	6.79	8.55	2,479.42	62%
2015	11	6.78	8.76	2,473.96	62%
2016	11	6.70	9.89	2,453.35	61%
2017	11	6.54	8.30	2,386.16	59%
2018	11	6.83	9.35	2,492.55	62%
2019	11	6.78	8.70	2,475.53	62%
2020	11	7.13	11.74	2,610.69	65%
2021	11	7.17	9.98	2,617.27	65%

MGD = Millions of gallons per day.



Note: Improvements in water use efficiency and decreasing infiltration and intrusion (due to rehabilitation of gravity sewer systems) have contributed to stable average daily flows in the face of increasing number of equivalent connections served.

Source: Loxahatchee River Environmental Control District

**LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
CAPITAL AND INFRASTRUCTURE STATISTICS
For the Last Ten Fiscal Years**

Fiscal Year Ended September 30,	Low Pressure Main (miles)	Low Pressure Services	Force Main (miles)	Gravity Sewer (miles)	Gravity Sewer Services	Irrigation Quality (miles)	Number of Lift Stations	Number of Manholes
2012								
2013								
2014								
2015								
2016								
2017								
2018	27.03	N/A	103.95	294.12	N/A	26.70	224	7,944
2019	27.03	1,627	103.95	294.12	15,666	34.66	224	7,944
2020	29.56	1,760	104.77	296.84	15,689	34.81	226	8,032
2021	29.91	1,780	105.24	299.98	15,248	34.85	227	8,068

Infrastructure information is provided by the District's Geographical Information System.

* Information is not available for year prior to 2018.

N/A - Data not available.

COMPLIANCE SECTION



NOWLEN, HOLT & MINER, P.A.

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INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

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To the Governing Board
Loxahatchee River Environmental Control District
Jupiter, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Loxahatchee River Environmental Control District, as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the Loxahatchee River Environmental Control District's basic financial statements, and have issued our report thereon dated February 10, 2022.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Loxahatchee River Environmental Control District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Loxahatchee River Environmental Control District's internal control. Accordingly, we do not express an opinion on the effectiveness of the Loxahatchee River Environmental Control District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Loxahatchee River Environmental Control District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our 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. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Nowlen, Holt & Mimer, P.A.

West Palm Beach, Florida
February 10, 2022



NOWLEN, HOLT & MINER, P.A.

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INDEPENDENT AUDITOR'S MANAGEMENT LETTER REQUIRED BY CHAPTER 10.550, RULES OF THE STATE OF FLORIDA, OFFICE OF THE AUDITOR GENERAL

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To the Governing Board
Loxahatchee River Environmental Control District
Jupiter, Florida

Report on the Financial Statements

We have audited the financial statements of the Loxahatchee River Environmental Control District (the "District"), as of and for the fiscal year ended September 30, 2021, and have issued our report thereon dated February 10, 2022.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards* and Independent Accountant's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated February 10, 2022, should be considered in conjunction with this Management Letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. There were no findings or recommendations in the prior year that required corrective actions.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this Management Letter, unless disclosed in the notes to the financial statements. This information is disclosed in Note 1 to the financial statements.

Financial Condition and Management

Sections 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the District met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the District did not meet any of the conditions described in Section 218.503(1), Florida Statutes, as of and for the year ended September 30, 2021.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the District. It is management's responsibility to monitor the District's financial condition, and our financial condition assessment was based in part on representations made by management and review of financial information provided by same. Our assessment was done as of the fiscal year end. The results of our procedures did not disclose any matters that are required to be reported.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Special District Component Units

Section 10.554(1)(i)5.c, Rules of the Auditor General, requires, if appropriate, that we communicate the failure of a special district that is a component unit of a county, municipality, or special district, to provide the financial information necessary for proper reporting of the component unit, within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. In connection with our audit, we did not note any special district component units that failed to provide the necessary information for proper reporting in accordance with Section 218.39(3)(b), Florida Statutes.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, Rules of the Auditor General, the District reported the required information in the Other Information Section on pages 33 and 34.

Single Audits

The District expended less than \$750,000 of federal awards and less than \$750,000 of state financial assistance for the year ended September 30, 2021 and was not required to have a federal single audit or a state single audit.

Purpose of this Letter

Our Management Letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Governing Board, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Nowlen, Holt & Mims, P.A.

West Palm Beach, Florida
February 10, 2022



NOWLEN, HOLT & MINER, P.A.

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INDEPENDENT ACCOUNTANT'S REPORT ON COMPLIANCE WITH SECTION 218.415, FLORIDA STATUTES

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To the Governing Board
Loxahatchee River Environmental Control District
Jupiter, Florida

We have examined the Loxahatchee River Environmental Control District's compliance with Section 218.415, Florida Statutes during the year ended September 30, 2021. Management of the Loxahatchee River Environmental Control District is responsible for the Loxahatchee River Environmental Control District's compliance with the specified requirements. Our responsibility is to express an opinion on the Loxahatchee River Environmental Control District's compliance with the specified requirements based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the Loxahatchee River Environmental Control District complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the Loxahatchee River Environmental Control District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgement, including an assessment of the risk of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

Our examination does not provide a legal determination on the Loxahatchee River Environmental Control District's compliance with the specified requirements.

In our opinion, the Loxahatchee River Environmental Control District complied, in all material respects, with Section 218.415, Florida Statutes for the year ended September 30, 2021.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and Florida House of Representatives, the Florida Auditor General, applicable management, and the Governing Board, and is not intended to be and should not be used by anyone other than these specified parties.

Nowlen, Holt & Miner, P.A.

West Palm Beach, Florida
February 10, 2022



LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

TO: D. Albrey Arrington, Ph.D.
FROM: Kris Dean, P.E., Deputy Executive Director/Director of Engineering Service
DATE: February 8, 2022
SUBJECT: Authorize Piggy-Back Contract for Main Lining Services

As part of the District's rehabilitation and replacement program we routinely use lining services which install a structural pipe liner within existing gravity mains. Staff has currently identified through TV inspections approximately 55,000 linear feet of main lining work to be performed in Lift Stations 018, 041, 050 and 054 collection systems. Staff anticipate approximately 30,000 linear feet of this work being completed this fiscal year and the remaining 25,000 linear feet of main lining work to be performed next fiscal.

To complete this work staff located a viable "piggy-back" contract for **fiscal year 2022**. The contract is a St. Johns County general services contract with Atlantic Pipe Services, LLC to install cured-in-place pipe lining for sanitary wastewater infrastructure assets of various shapes and sizes on an as-needed. Contract extension and authorization to "piggy-back" documents are attached for reference.

Staff recommend the following motion:

"THAT THE DISTRICT GOVERNING BOARD authorize the "piggyback" of the St. Johns County Master Contract No. 21-MCC-ATL-13188 with Atlantic Pipe Services, LLC for an amount not to exceed \$1,150,000."

James D. Snyder
CHAIRMAN

Gordon M. Boggie
BOARD MEMBER

Stephen B. Rockoff
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER



St. Johns County Board of County Commissioners

Purchasing Division

CONTRACT AMENDMENT No: 01

Bid No: 21-05; Countywide Pipe and Manhole Lining, Renewal, & Rehabilitation Services
Master Contract No: 21-MCC-ATL-13188

Contractor: Atlantic Pipe Services, LLC
1420 Martin Luther King Jr. Blvd.
Sanford, FL 32771

Date: January 7, 2022

Contract Amendment No: 01 is hereby issued to amend the above referenced Master Contract as follows:

1. Contract **Renewal Option 1 of 4** is hereby exercised by St. Johns County.
2. The contract time is hereby extended for a period of one (1) year, from February 24, 2022 through and until 11:59 PM EST on February 23, 2023.
3. The Contractor's unit prices shall be increased per the revised unit price sheet attached, in accordance with the Master Contract and as provided on the revised unit price sheet, attached hereto and incorporated herein.

St. Johns County shall compensate the vendor based upon the terms as stated in the Master Contract dated February 24, 2021, as amended thereafter.

With the exception of the amendments, changes, modifications and revisions noted in this Amendment, all other terms and conditions contained in the Master Contract, as previously amended, shall remain in full force and effect. The County and the Contractor acknowledge that any further changes, amendments, modifications or revisions to the Contract shall be in writing and executed by duly authorized representatives of each party.

In Witness Whereof, authorized representatives of the County, and Contractor have executed this Amendment on the dates below noted.



Signature of County Representative



Date

Leigh A. Daniels, CPPB, Purchasing Manager
Printed Name & Title – County Representative



Signature of Contractor Representative



Date

Allan CAGLE, PRESIDENT
Printed Name & Title

End of Amendment No: 01

500 San Sebastian View, St. Augustine, FL 32084 | P: 904.209.0150 | F: 904.209.0151

www.sjcfi.us

ST JOHNS COUNTY

JAN 14 '22

PURCHASING

**Bid No: 21-05; Countywide Pipe and Manhole Lining, Renewal, & Rehabilitation Services
Master Contract No: 21-MCC-ATL-13188**

**EXHIBIT "A" REVISED PER CA #01
UNIT PRICE LIST**

A. CURED-IN-PLACE PIPE (CIPP) (Stormwater and Waste Water (WW) Drainage Pipes/Mains)			
Cured-In-Place Pipe (CIPP) Liner Rehabilitation – Stormwater Drainage/WW Infrastructure Cleaning and CCTV Inspection			
Item	Description	Unit of Measure	Contract Unit Pricing
	Light Cleaning and CCTV Inspection		
A-1	8" - 12" diameter	LF	\$ 2.14
A-2	14" - 18" diameter	LF	\$ 2.67
A-3	20" - 24" diameter	LF	\$ 3.20
A-4	27" - 42" diameter	LF	\$ 5.34
A-5	48" - 72" diameter	LF	\$ 10.68
	Medium Cleaning and CCTV Inspection		
A-6	8" - 12" diameter	LF	\$ 2.94
A-7	14" - 18" diameter	LF	\$ 4.01
A-8	20" - 24" diameter	LF	\$ 4.81
A-9	27" - 42" diameter	LF	\$ 7.48
A-10	48" - 72" diameter	LF	\$ 16.02
	Heavy Cleaning and CCTV Inspection		
A-11	8" - 12" diameter	LF	\$ 3.74
A-12	14" - 18" diameter	LF	\$ 5.87
A-13	20" - 24" diameter	LF	\$ 8.54
A-14	27" - 42" diameter	LF	\$ 13.35
A-15	48" - 72" diameter	LF	\$ 32.04
	Root Removal and CCTV Inspection		
A-16	8" - 12" diameter	LF	\$ 5.34
A-17	14" - 18" diameter	LF	\$ 7.48
A-18	20" - 24" diameter	LF	\$ 9.61
A-19	27" - 42" diameter	LF	\$ 16.02
A-20	48" - 72" diameter	LF	\$ 40.58
	Tuberculation Cleaning and CCTV Inspection		
A-21	8" - 12" diameter	LF	\$ 21.36
A-22	14" - 18" diameter	LF	\$ 26.70
A-23	20" - 24" diameter	LF	\$ 32.40

A-24	27" - 42" diameter	LF	\$ 39.52
A-25	48" - 72" diameter	LF	\$ 69.42
Cured-In-Place-Pipe Liner - Furnish and Installation – Stormwater Drainage/WW Infrastructure			
	8" diameter CIPP Liner		
A-26	6.0 mm normal thickness (.236)	LF	\$ 28.50
A-27	7.5 mm normal thickness (.295)	LF	\$ 30.53
A-28	9.0 mm normal thickness (.354)	LF	\$ 32.34
A-29	Sectional Liner, 8' long	EA	\$ 3,150.60
	12" diameter CIPP Liner		
A-30	6.0 mm normal thickness (.236)	LF	\$ 34.57
A-31	7.5 mm normal thickness (.295)	LF	\$ 37.00
A-32	9.0 mm normal thickness (.354)	LF	\$ 39.59
A-33	Charge for each 1.5mm thickness increase per LF exceeding 9.0 mm	LF	\$ 2.48
A-34	Sectional Liner, 8' long	EA	\$ 3,924.90
	15" diameter CIPP Liner		
A-35	6.0 mm normal thickness (.236)	LF	\$ 41.42
A-36	7.5 mm normal thickness (.295)	LF	\$ 44.01
A-37	9.0 mm normal thickness (.354)	LF	\$ 47.07
A-38	Charge for each 1.5mm thickness increase per LF exceeding 9.0 mm	LF	\$ 2.74
A-39	Sectional Liner, 8' long	EA	\$ 4,619.10
	18" diameter CIPP Liner		
A-40	6.0 mm normal thickness (.236)	LF	\$ 48.49
A-41	7.5 mm normal thickness (.295)	LF	\$ 51.89
A-42	9.0 mm normal thickness (.354)	LF	\$ 55.41
A-43	10.5 mm normal thickness (.413)	LF	\$ 58.58
A-44	Charge for each 1.5mm thickness increase per LF exceeding 10.5 mm	LF	\$ 3.46
A-45	Sectional Liner, 8' long	EA	\$ 5,286.60
	21" diameter CIPP Liner		
A-46	6.0 mm normal thickness (.236)	LF	\$ 56.06
A-47	7.5 mm normal thickness (.295)	LF	\$ 60.26
A-48	9.0 mm normal thickness (.354)	LF	\$ 64.27
A-49	10.5 mm normal thickness (.413)	LF	\$ 69.55
A-50	12.0 mm normal thickness (.472)	LF	\$ 72.40
A-51	Charge for each 1.5mm thickness increase per LF exceeding 12.0 mm	LF	\$ 4.70
A-52	Sectional Liner, 8' long	EA	\$ 5,553.60

	24" diameter CIPP Liner		
A-53	9.0 mm normal thickness (.354)	LF	\$ 71.36
A-54	10.5 mm normal thickness (.413)	LF	\$ 76.52
A-55	12.0 mm normal thickness (.472)	LF	\$ 81.00
A-56	13.5 mm normal thickness (.531)	LF	\$ 85.77
A-57	15.0 mm normal thickness (.591)	LF	\$ 90.71
A-58	Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm	LF	\$ 4.74
A-59	Sectional Liner, 8' long	EA	\$ 5,980.80
	27" diameter CIPP Liner		
A-60	9.0 mm normal thickness (.354)	LF	\$ 76.39
A-61	10.5 mm normal thickness (.413)	LF	\$ 82.44
A-62	12.0 mm normal thickness (.472)	LF	\$ 87.74
A-63	13.5 mm normal thickness (.531)	LF	\$ 93.64
A-64	15.0 mm normal thickness (.591)	LF	\$ 99.42
A-65	Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm	LF	\$ 5.68
A-66	Sectional Liner, 8' long	EA	\$ 6,408.00
	30" diameter CIPP Liner		
A-67	9.0 mm normal thickness (.354)	LF	\$ 85.27
A-68	10.5 mm normal thickness (.413)	LF	\$ 91.20
A-69	12.0 mm normal thickness (.472)	LF	\$ 96.59
A-70	13.5 mm normal thickness (.531)	LF	\$ 102.62
A-71	15.0 mm normal thickness (.591)	LF	\$ 108.07
A-72	Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm	LF	\$ 5.79
A-73	Sectional Liner, 8' long	EA	\$ 7,262.40
	36" diameter CIPP Liner		
A-74	10.5 mm normal thickness (.413)	LF	\$ 120.50
A-75	12.0 mm normal thickness (.472)	LF	\$ 127.98
A-76	13.5 mm normal thickness (.531)	LF	\$ 135.99
A-77	15.0 mm normal thickness (.591)	LF	\$ 143.44
A-78	16.5 mm normal thickness (.650)	LF	\$ 149.79
A-79	18.0 mm normal thickness (.709)	LF	\$ 157.90
A-80	Charge for each 1.5mm thickness increase per LF exceeding 18.0 mm	LF	\$ 9.04
A-81	Sectional Liner, 8' long	EA	\$ 9,024.60
	42" diameter CIPP Liner		
A-82	10.5 mm normal thickness (.413)	LF	\$ 142.80
A-83	12.0 mm normal thickness (.472)	LF	\$ 151.44

A-84	13.5 mm normal thickness (.531)	LF	\$ 159.76
A-85	15.0 mm normal thickness (.591)	LF	\$ 168.09
A-86	16.5 mm normal thickness (.650)	LF	\$ 176.43
A-87	18.0 mm normal thickness (.709)	LF	\$ 183.39
A-88	Charge for each 1.5mm thickness increase per LF exceeding 18.0 mm	LF	\$ 9.95
A-89	Sectional Liner, 8' long	EA	\$ 9,612.00
48" diameter CIPP Liner			
A-90	12.0 mm normal thickness (.472)	LF	\$ 170.76
A-91	13.5 mm normal thickness (.531)	LF	\$ 180.30
A-92	15.0 mm normal thickness (.591)	LF	\$ 189.76
A-93	16.5 mm normal thickness (.650)	LF	\$ 199.30
A-94	18.0 mm normal thickness (.709)	LF	\$ 207.44
A-95	19.5 mm normal thickness (.768)	LF	\$ 220.50
A-96	21.0 mm normal thickness (.827)	LF	\$ 228.48
A-97	Charge for each 1.5mm thickness increase per LF exceeding 21.0 mm	LF	\$ 11.91
A-98	Sectional Liner, 8' long	EA	\$ 16,388.46
52" diameter CIPP Liner			
A-99	10.5 mm normal thickness (.413)	LF	\$ 188.22
A-100	12.0 mm normal thickness (.472)	LF	\$ 198.15
A-101	13.5 mm normal thickness (.531)	LF	\$ 208.57
A-102	15.0 mm normal thickness (.591)	LF	\$ 219.00
A-103	16.5 mm normal thickness (.650)	LF	\$ 227.73
A-104	18.0 mm normal thickness (.709)	LF	\$ 240.34
A-105	19.5 mm normal thickness (.768)	LF	\$ 250.68
A-106	21.0 mm normal thickness (.827)	LF	\$ 260.52
A-107	22.5 mm normal thickness (.886)	LF	\$ 270.91
A-108	Charge for each 1.5mm thickness increase per LF exceeding 22.5 mm	LF	\$ 14.69
A-109	Sectional Liner, 8' long	EA	\$ 18,023.57
54" diameter CIPP Liner			
A-110	10.5 mm normal thickness (.413)	LF	\$ 205.69
A-111	12.0 mm normal thickness (.472)	LF	\$ 215.99
A-112	13.5 mm normal thickness (.531)	LF	\$ 227.38
A-113	15.0 mm normal thickness (.591)	LF	\$ 238.71
A-114	16.5 mm normal thickness (.650)	LF	\$ 248.03
A-115	18.0 mm normal thickness (.709)	LF	\$ 260.20
A-116	19.5 mm normal thickness (.768)	LF	\$ 272.88
A-117	21.0 mm normal thickness (.827)	LF	\$ 285.43
A-118	22.5 mm normal thickness (.886)	LF	\$ 297.96

A-119	Charge for each 1.5mm thickness increase per LF exceeding 22.5 mm	LF	\$ 17.87
A-120	Sectional Liner, 8' long	EA	\$ 18,426.20
	60" diameter CIPP Liner		
A-121	10.5 mm normal thickness (.413)	LF	\$ 247.04
A-122	12.0 mm normal thickness (.472)	LF	\$ 258.62
A-123	13.5 mm normal thickness (.531)	LF	\$ 271.58
A-124	15.0 mm normal thickness (.591)	LF	\$ 284.33
A-125	16.5 mm normal thickness (.650)	LF	\$ 295.17
A-126	18.0 mm normal thickness (.709)	LF	\$ 308.95
A-127	19.5 mm normal thickness (.768)	LF	\$ 323.27
A-128	21.0 mm normal thickness (.827)	LF	\$ 337.46
A-129	22.5 mm normal thickness (.886)	LF	\$ 351.72
A-130	Charge for each 1.5mm thickness increase per LF exceeding 22.5 mm	LF	\$ 19.61
A-131	Sectional Liner, 8' long	EA	\$ 19,384.20
	72" diameter CIPP Liner		
A-132	10.5 mm normal thickness (.413)	LF	\$ 297.18
A-133	12.0 mm normal thickness (.472)	LF	\$ 307.86
A-134	13.5 mm normal thickness (.531)	LF	\$ 323.14
A-135	15.0 mm normal thickness (.591)	LF	\$ 338.13
A-136	16.5 mm normal thickness (.650)	LF	\$ 353.85
A-137	18.0 mm normal thickness (.709)	LF	\$ 370.45
A-138	19.5 mm normal thickness (.768)	LF	\$ 387.56
A-139	21.0 mm normal thickness (.827)	LF	\$ 404.71
A-140	22.5 mm normal thickness (.886)	LF	\$ 418.30
A-141	Charge for each 1.5mm thickness increase per LF exceeding 22.5 mm	LF	\$ 23.24
A-142	Sectional Liner, 8' long	EA	\$ 21,726.32
	(12" X 18") Elliptical CIPP Liner		
A-143	9.0 mm normal thickness (.354)	LF	\$ 41.42
A-144	10.5 mm normal thickness (.413)	LF	\$ 44.01
A-145	12.0 mm normal thickness (.472)	LF	\$ 47.07
A-146	13.5 mm normal thickness (.531)	LF	\$ 49.82
A-147	15.0 mm normal thickness (.591)	LF	\$ 52.64
A-148	Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm	LF	\$ 2.74
A-149	Sectional Liner, 8' long	EA	\$ 5,126.40
	(14" X 18") Elliptical CIPP Liner		
A-150	9.0 mm normal thickness (.354)	LF	\$ 41.42

A-151	10.5 mm normal thickness (.413)	LF	\$ 44.01
A-152	12.0 mm normal thickness (.472)	LF	\$ 47.07
A-153	13.5 mm normal thickness (.531)	LF	\$ 47.07
A-154	15.0 mm normal thickness (.591)	LF	\$ 49.81
A-155	Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm	LF	\$ 52.64
A-156	Sectional Liner, 8' long	EA	\$ 5,553.60
(14" X 23") Elliptical CIPP Liner			
A-157	9.0 mm normal thickness (.354)	LF	\$ 48.49
A-158	10.5 mm normal thickness (.413)	LF	\$ 51.89
A-159	12.0 mm normal thickness (.472)	LF	\$ 55.41
A-160	13.5 mm normal thickness (.531)	LF	\$ 58.58
A-161	15.0 mm normal thickness (.591)	LF	\$ 62.04
A-162	Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm	LF	\$ 3.46
A-163	Sectional Liner, 8' long	EA	\$ 5,767.20
(19" X 30") Elliptical CIPP Liner			
A-164	9.0 mm normal thickness (.354)	LF	\$ 71.36
A-165	10.5 mm normal thickness (.413)	LF	\$ 76.52
A-166	12.0 mm normal thickness (.472)	LF	\$ 81.00
A-167	13.5 mm normal thickness (.531)	LF	\$ 85.77
A-168	15.0 mm normal thickness (.591)	LF	\$ 90.71
A-169	Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm	LF	\$ 4.74
A-170	Sectional Liner, 8' long	EA	\$ 6,194.40
(24" X 38") Elliptical CIPP Liner			
A-171	10.5 mm normal thickness (.413)	LF	\$ 85.27
A-172	12.0 mm normal thickness (.472)	LF	\$ 91.20
A-173	13.5 mm normal thickness (.531)	LF	\$ 96.59
A-174	15.0 mm normal thickness (.591)	LF	\$ 102.62
A-175	16.5 mm normal thickness (.650)	LF	\$ 108.07
A-176	18.0 mm normal thickness (.709)	LF	\$ 114.18
A-177	Charge for each 1.5mm thickness increase per LF exceeding 18.0 mm	LF	\$ 5.79
A-178	Sectional Liner, 8' long	EA	\$ 7,476.00
(29" X 45") Elliptical CIPP Liner			
A-179	12.0 mm normal thickness (.472)	LF	\$ 127.98
A-180	13.5 mm normal thickness (.531)	LF	\$ 135.99
A-181	15.0 mm normal thickness (.591)	LF	\$ 143.44
A-182	16.5 mm normal thickness (.650)	LF	\$ 160.47

A-183	18.0 mm normal thickness (.709)	LF	\$ 168.58
A-184	19.5 mm normal thickness (.768)	LF	\$ 175.52
A-185	21.0 mm normal thickness (.827)	LF	\$ 182.75
A-186	Charge for each 1.5mm thickness increase per LF exceeding 21.0 mm	LF	\$ 9.04
A-187	Sectional Liner, 8' long	EA	\$ 9,505.20
(38" X 60") Elliptical CIPP Liner			
A-188	12.0 mm normal thickness (.472)	LF	\$ 170.76
A-189	13.5 mm normal thickness (.531)	LF	\$ 180.30
A-190	15.0 mm normal thickness (.591)	LF	\$ 189.76
A-191	16.5 mm normal thickness (.650)	LF	\$ 199.30
A-192	18.0 mm normal thickness (.709)	LF	\$ 207.44
A-193	19.5 mm normal thickness (.768)	LF	\$ 220.50
A-194	21.0 mm normal thickness (.827)	LF	\$ 228.48
A-195	Charge for each 1.5mm thickness increase per LF exceeding 21.0 mm	LF	\$ 19.38
A-196	Sectional Liner, 8' long	EA	\$ 18,427.14
(58" X 91") Elliptical CIPP Liner			
A-197	12.0 mm normal thickness (.472)	LF	\$ 338.42
A-198	13.5 mm normal thickness (.531)	LF	\$ 357.36
A-199	15.0 mm normal thickness (.591)	LF	\$ 370.60
A-200	16.5 mm normal thickness (.650)	LF	\$ 402.42
A-201	18.0 mm normal thickness (.709)	LF	\$ 420.92
A-202	19.5 mm normal thickness (.768)	LF	\$ 440.26
A-203	21.0 mm normal thickness (.827)	LF	\$ 464.73
A-204	Charge for each 1.5mm thickness increase per LF exceeding 21.0 mm	LF	\$ 38.89
A-205	Sectional Liner, 8' long	EA	\$ 25,594.62
B. SLIPLINING (Stormwater and Wastewater (WW) Drainage Pipes/Mains)			

Sliplining – Stormwater Drainage/WW Infrastructure Cleaning and CCTV Inspection

Sliplining Light Cleaning and CCTV inspection			
B-1	8" - 12" diameter	LF	No Bid
B-2	14" - 18" diameter	LF	No Bid
B-3	20" - 24" diameter	LF	No Bid
B-4	27" - 42" diameter	LF	No Bid
B-5	48" - 72" diameter	LF	No Bid
Sliplining Medium Cleaning and CCTV Inspection			
B-6	8" - 12" diameter	LF	No Bid

B-7	14" - 18" diameter	LF	No Bid
B-8	20" - 24" diameter	LF	No Bid
B-9	27" - 42" diameter	LF	No Bid
B-10	48" - 72" diameter	LF	No Bid
	Sliplining Heavy Cleaning and CCTV Inspection		
B-11	8" - 12" diameter	LF	No Bid
B-12	14" - 18" diameter	LF	No Bid
B-13	20" - 24" diameter	LF	No Bid
B-14	27" - 42" diameter	LF	No Bid
B-15	48" - 72" diameter	LF	No Bid
	Sliplining Root Removal and CCTV Inspection		
B-16	8" - 12" diameter	LF	No Bid
B-17	14" - 18" diameter	LF	No Bid
B-18	20" - 24" diameter	LF	No Bid
B-19	27" - 42" diameter	LF	No Bid
B-20	48" - 72" diameter	LF	No Bid
	Tuberculation Cleaning and CCTV Inspection		
B-21	8" - 12" diameter	LF	No Bid
B-22	14" - 18" diameter	LF	No Bid
B-23	20" - 24" diameter	LF	No Bid
B-24	27" - 42" diameter	LF	No Bid
B-25	48" - 72" diameter	LF	No Bid

Sliplining Rehabilitation – Furnish & Installation – Stormwater Drainage Culverts

	8" diameter Sliplining		
B-26	Polyethylene	LF	No Bid
B-27	High Density Polyethylene (DR rated)	LF	No Bid
B-28	Polyvinyl chloride (PVC/Fusible PVC)	LF	No Bid
	10" diameter Sliplining		
B-29	Polyethylene	LF	No Bid
B-30	High Density Polyethylene (DR rated)	LF	No Bid
B-31	Polyvinyl chloride (PVC/Fusible PVC)	LF	No Bid
	12" diameter Sliplining		
B-32	Polyethylene	LF	No Bid
B-33	High Density Polyethylene (DR rated)	LF	No Bid
B-34	Polyvinyl chloride (PVC/Fusible PVC)	LF	No Bid
	15" diameter Sliplining		

B-35	Polyethylene	LF	No Bid
B-36	High Density Polyethylene (DR rated)	LF	No Bid
B-37	Polyvinyl chloride (PVC/Fusible PVC)	LF	No Bid
	18" diameter Sliplining		
B-38	Polyethylene	LF	No Bid
B-39	High Density Polyethylene (DR rated)	LF	No Bid
B-40	Polyvinyl chloride (PVC/Fusible PVC)	LF	No Bid
	21" diameter Sliplining		
B-41	Polyethylene	LF	No Bid
B-42	High Density Polyethylene (DR rated)	LF	No Bid
B-43	Polyvinyl chloride (PVC/Fusible PVC)	LF	No Bid
	24" diameter Sliplining		
B-44	Polyethylene	LF	No Bid
B-45	High Density Polyethylene (DR rated)	LF	No Bid
B-46	Polyvinyl chloride (PVC/Fusible PVC)	LF	No Bid
	27" diameter Sliplining		
B-47	Polyethylene	LF	No Bid
B-48	High Density Polyethylene (DR rated)	LF	No Bid
B-49	Polyvinyl chloride (PVC/Fusible PVC)	LF	No Bid
	30" diameter Sliplining		
B-50	Polyethylene	LF	No Bid
B-51	High Density Polyethylene (DR rated)	LF	No Bid
B-52	Polyvinyl chloride (PVC/Fusible PVC)	LF	No Bid
	36" diameter Sliplining		
B-53	Polyethylene	LF	No Bid
B-54	High Density Polyethylene (DR rated)	LF	No Bid
B-55	Polyvinyl chloride (PVC/Fusible PVC)	LF	No Bid
	42" diameter Sliplining		
B-56	Polyethylene	LF	No Bid
B-57	High Density Polyethylene (DR rated)	LF	No Bid
B-58	Polyvinyl chloride (PVC/Fusible PVC)	LF	No Bid
	48" diameter Sliplining		
B-59	Polyethylene	LF	No Bid
B-60	High Density Polyethylene (DR rated)	LF	No Bid
B-61	Polyvinyl chloride (PVC/Fusible PVC)	LF	No Bid

	52" diameter Sliplining		
B-62	Polyethylene	LF	No Bid
B-63	High Density Polyethylene (DR rated)	LF	No Bid
B-64	Polyvinyl chloride (PVC/Fusible PVC)	LF	No Bid
	54" diameter Sliplining		
B-65	Polyethylene	LF	No Bid
B-66	High Density Polyethylene (DR rated)	LF	No Bid
B-67	Polyvinyl chloride (PVC/Fusible PVC)	LF	No Bid
	60" diameter Sliplining		
B-68	Polyethylene	LF	No Bid
B-69	High Density Polyethylene (DR rated)	LF	No Bid
B-70	Polyvinyl chloride (PVC/Fusible PVC)	LF	No Bid
	72" diameter Sliplining		
B-71	Polyethylene	LF	No Bid
B-72	High Density Polyethylene (DR rated)	LF	No Bid
B-73	Polyvinyl chloride (PVC/Fusible PVC)	LF	No Bid
C. MANHOLE REHABILITATION			
C-1	Clean New Sanitary/Storm Sewer Manhole/Wetwell	SF	\$ 6.41
C-2	Clean Existing Sanitary/Storm Sewer Manhole/Wetwell	SF	\$ 10.87
C-3	Chemical Grout Injection (Small)	TUBE	\$ 117.48
C-4	Chemical Grout Injection (Large)	GAL	\$ 469.92
C-5	Repair Wall w/ High Strength Mortar (Average 2" Depth)	SF	\$ 19.97
C-6	Coat New Sanitary/Storm Sewer Manhole	SF	\$ 26.73
C-7	Coat Existing Sanitary/Storm Sewer Manhole	SF	\$ 29.37
C-8	Coat Existing Wetwell	SF	\$ 29.37
C-9	Interior Manhole Coating/Lining Repair	SF	\$ 29.96
C-10	Manhole Test	SF	\$ 16.02
C-11	Concrete Adjustment Rings (0"-12")	VF	\$ 614.10
C-12	Concrete Adjustment Rings (Each Additional 6" Over Initial 12")	VF	\$ 283.01
C-13	Bench Replacement	EA	\$ 694.20
C-14	Replace Frame & Cover (24"-30")	EA	\$ 2,242.80
C-15	Replace Frame & Cover (32"-36")	EA	\$ 2,937.00
C-16	Inside Drop System 4" - 8"	EA	\$ 2,830.20
C-17	Inside Drop System 10" - 12"	EA	\$ 3,417.60
D. ANCILLARY SERVICES			
	By-Pass Pumping & Dewatering		

D-1	8" diameter	LF	\$ 3.20
D-2	10" diameter	LF	\$ 6.41
D-3	12" diameter	LF	\$ 8.54
D-4	15" diameter	LF	\$ 10.68
D-5	18" diameter	LF	\$ 16.02
D-6	21" diameter	LF	\$ 19.22
D-7	24" diameter	LF	\$ 25.63
D-8	27" diameter	LF	\$ 32.04
D-9	30" diameter	LF	\$ 37.38
D-10	36" diameter	LF	\$ 57.67
D-11	Service Connection - Grouting	Each	\$ 507.30
	Maintenance of Traffic (MOT)		
D-12	Traffic Control – MOT Index 601 or 602 (per day)	Day	\$ 267.00
D-13	Traffic Control – MOT Index 603 or higher (per day)	Day	\$ 801.00
D-14	Traffic Control – MOT Index 601 or 602 (per week)	Week	\$ 1,335.00
D-15	Traffic Control – MOT Index 603 or higher (per week)	Week	\$ 1,869.00
D-16	Variable Message Board	Week	\$ 667.50



St. Johns County Board of County Commissioners

Purchasing Division

January 21, 2022

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

RE: 21-MCC-ATL-13188; Countywide Pipe and Manhole Lining Repair & Rehabilitation Service

Dear Kris Dean:

St. Johns County approves Loxahatchee River Environmental Control District piggybacking the above referenced contract. However, please be aware that if any lawsuits or disputes were to arise with Loxahatchee River Environmental Control District, St. Johns County would not agree to be called as defense.

Please feel free to contact me at the number or email address shown below should you require any further information.

Sincerely,

A handwritten signature in cursive script, reading "Diana M. Fye".

Diana M. Fye, AS, CPPB
SJC Senior Procurement Coordinator
(904) 209-0162 – Direct
(904) 209-0163 – Fax
dfye@sjcfl.us

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

January 21, 2022

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

RE: 21-MCC-ATL-13188; Countywide Pipe and Manhole Lining Repair and Rehabilitation Services

Dear Kris Dean:

Atlantic Pipe Services, LLC approves Loxahatchee River Environmental Control District piggybacking the above referenced contract.

If you have any questions, please contact me at the number or email address shown below.

Sincerely,

Tommy Robertson

Tommy Robertson,
CIPP Division Manager
Atlantic Pipe Services, LLC
407.509.6633
troberson@atlanticpipe.us



LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

TO: GOVERNING BOARD
FROM: D. ALBREY ARRINGTON, Ph.D.
DATE: FEBRUARY 3, 2022
SUBJECT: PROPOSED REVISIONS TO CHAPTER 31-3 REGULATIONS FOR SEWER SYSTEMS

This is a continuation of your review and public discussion, last month, of proposed revisions to Rule Chapter 31-3 Regulations for Sewer Systems. The current version of the rule was approved by the LRD Governing Board in 2017. This month I am requesting the Governing Board take action to approve proposed revisions to Chapter 31-3 Regulations for Sewer Systems.

Proposed revisions to Chapter 31-3 are attached in red-line format and are summarized as follows:

1. All references to our old Enabling Act are revised to 2021-249, Laws of Florida.
2. Minimized duplicitous information (e.g., 31-3.003(3)).
3. **New this month:** Revised definition of "Available Sewer System of the District" or "Available" to have the same meaning as "available" defined in FL Statute 381.0065(2)(a).
4. Expanded references to include additional regulatory constraints beyond our Construction Standards and Technical Specifications (e.g., 31-3.005(3), (4), and (7)).
5. Clarified penalties for Unlawful Construction (31-3.009)
6. Improved referenced legal authority for the Ellis Rule (31-3.021)
7. Revised the order of text to improve the logical flow of ideas and concepts (e.g., moved text from 31-10.011 to 31-3.022) and added specific authority and history for 31-3.022.

LRD senior management, Curt Shenkman, and Laura Donaldson have carefully reviewed and support the recommended revisions.

I appreciate your careful review of this important document and the productive discussion we had last month. Please let me know if you have any questions, concerns, or recommended revisions.

If there are no additional revisions, I offer the following motion for your consideration:

"THAT THE DISTRICT GOVERNING BOARD approve Rule Chapter 31-3 Regulations for Sewer Systems, as revised, with an effective date of February 21, 2022."

James D. Snyder
BOARD MEMBER

Gordon M. Boggie
CHAIRMAN

Stephen B. Rockoff
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

CHAPTER 31-3

REGULATIONS FOR SEWER SYSTEMS

31-3.001	Purpose	
31-3.002	Definitions	
31-3.003	Unlawful Discharges and Facilities	Use of Public Sewer System Required
31-3.004	Private Wastewater Disposal	
31-3.005	Private Sewers and Connections	
31-3.006	Connections May Be Made by District	
31-3.007	Malicious Damage	
31-3.008	Unlawful Connection	
31-3.009	Unlawful Construction	
31-3.010	Connecting Old Plumbing	(Repealed)
31-3.011	Sanitary Requirements	(Repealed)
31-3.012	Disposal Requirements	(Repealed)
31-3.013	Septic Tank	(Repealed)
31-3.014	Maintenance of Plumbing System	(Repealed)
31-3.015	Payment of Fees and Bills Required	(Repealed)
31-3.016	Collection of Sewer Charges by Lien	(Repealed)
31-3.017	Failure to Maintain Private Sewer	
31-3.018	No Service Free	(Repealed)
31-3.019	Separate Connections for Each Separate Unit	(Repealed)
31-3.020	Penalties	
31-3.021	Collection Line Construction and Availability in Established Neighborhoods (aka Ellis Rule)	
31-3.022	Connection to Public Sewer System Required	

31-3.001 Purpose.

The purpose of [these](#) ~~this~~ rules is to promulgate requirements for connection, to set up maintenance requirements, ~~to prohibit free service~~ and to establish penalties for violation.

Specific Authority Chapter-~~2021-249~~~~2002-358~~, Laws of Florida. Law Implemented Chapter ~~2002-358~~~~2021-249~~, Laws of Florida, Section 6(8), [Section](#) (9), [Section \(10\)](#), [Section](#) (11), [Section](#) (13), [and Section](#) (19). History-New 11-12-75, Amended 6-15-2000, 08-17-2017, [2-17-2022](#).

31-3.002 Definitions.

[Capitalized terms used in this chapter are defined below. Other terms defined in the enabling legislation of the District, Chapter 2021-249, Laws of Florida, as amended, and in other Loxahatchee River Environmental Control District rule chapters shall apply to this chapter. ~~Except as discussed below, the general definitions set forth in the enabling legislation of the District,~~](#)

~~Chapter 2002-358, Laws of Florida, as amended, and as set forth in Loxahatchee River Environmental Control District Chapter 31 Rules shall apply to this Rule. Unless a provision explicitly states otherwise, the following terms and phrases, as used in this Rule, shall have the meanings hereinafter designated.~~

~~(1) “District” shall refer to the Loxahatchee River Environmental Control District.~~

~~(1) Available Sewer System of the District — For purposes of this rule, a District sewer system shall be considered “available” to an owner whenever a District sub-regional collection line or other point of District sewerage collection shall be one hundred (100’) or less away from owner’s property line as measured from said property line to the point of sewerage collection without crossing the private property of another than owner, and in accordance with Rule 31-3.022, formerly 31-3.003(3), and Section 381.0065(2)(a), Florida Statutes, when the Florida Department of Health releases the system for service, which is the date of actual “Availability”.~~

(1) “Available Sewer System of the District” or “Available” shall have the same meaning as “available” defined in Section 381.0065(2)(a), Florida Statutes, and as subsequently amended.

(2) “Established Residential Neighborhood” shall be considered an area within the geographic boundaries of the District defined by natural geographic boundaries, common restrictions, or other common characteristics as reasonably determined by the District, in which fifty (50%) or more of the lots contained completed Residential Units as of May 22, 1971.

(3) “Private Sewer” includes any pipe, conduit, ditch, or other device used or devised to collect or transport sewage from a source that is not owned by the District. Private Sewer specifically includes plumbing, laterals, gravity mains, manholes, grease interceptor, intercepting sewers, pumping stations, lift stations, valves, force mains, pressure lines, and all associated appurtenances and equipment located on private property or for which the District has not accepted a Bill of Sale.

Specific Authority ~~120.53(1), Chapter~~ 2021-2492002-358, Laws of Florida. Law Implemented Chapter 2021-2492002-358, Laws of Florida, Sections ~~6(3), (6), (8), 6(9)(d), 6(10), 6(16), 6(17), 6(19) and 6(23).~~ History-New 11-12-75, Amended 1-9-85, 6-15-2000, ~~08-17-2017,~~ 2-17-2022.

31-3.003 Unlawful Discharges and Facilities~~Use of Public Sewer System Required.~~

(1) It shall be unlawful to discharge to any natural outlet within the geographical area of District any wastewater or other polluted waters, except where suitable treatment has been provided in accordance with the provisions of these Rules.

(2) Except as otherwise permissible pursuant to the District's Rules, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the treatment or the disposal of wastewater.

~~(3) The owner of any houses, buildings, or properties used for human occupancy, business, employment, recreation, or other purpose situated within the geographical area of the District and abutting on any street, alley, or right of way in which there is now located or may in the future be located a public sanitary sewer system of the District is hereby required at the owner's expense to install toilet facilities therein, and to connect such facilities directly to the proper public sewer system in accordance with the provisions of these Rules, within one (1) year of the actual availability of the sewer system, provided that said public sewer system is declared available and is in a public easement or right of way that abuts the property.~~

~~(4) Maintenance of Private Sewer. The owner of the property shall be responsible for maintaining in a proper and operable manner the private sewer on their property. Maintenance of Private Sewer specifically excludes work on a low pressure sewer system for which the District has agreed to provide maintenance via an executed License for Maintenance of Low-Pressure Sewer System Pump Station. If any such owner of any property shall fail and refuse to maintain in a proper and operable manner the private sewer on their property, then the District is hereby authorized to conduct such maintenance, and enter on or upon any such property for the purpose of conducting such maintenance. The District shall thereupon be entitled to recover the cost of such maintenance, together with reasonable penalties and interest and attorney's fees, by suit in any court of competent jurisdiction. In addition and as an alternate means of collecting such costs of maintenance, the District shall have a lien on such property for such cost, which lien shall be of equal dignity with the lien of state and county and municipal taxes. Such lien may be foreclosed by the District in the same manner provided by the laws of Florida for the foreclosure of mortgages upon real estate.~~

Specific Authority Chapter ~~2021-249~~2002-358, Laws of Florida. Law Implemented Chapter ~~2021-249~~2002-358, Laws of Florida, Sections 2, Section 5, Section 6(2), 6(4), 6(10), 6(19), and 6(22), Section 9, Section 10, and Section 12. History-New 5-5-85, 6-15-00, 10-20-2011, ~~08-17-2017~~, 2-17-2022.

31-3.004 Private Wastewater Disposal.

(1) Where a public sanitary sewer system is not available under the provisions of Rule 31-3.02~~03(3)~~, the private sewer shall be connected to a private wastewater disposal system complying with the rules of the provisions of District Rules, the District's Construction Standards and Technical Specifications, and the regulations of agencies of applicable jurisdiction for Palm Beach and Martin Counties and the State of Florida.

(2) The type, capacity, location, and layout of private wastewater disposal system shall comply with all regulations of the agencies of applicable jurisdiction for Palm Beach and Martin Counties and the State of Florida. No septic tank or cesspool shall be permitted to discharge to any natural outlet.

(3) At such time as a property is connected to a public sewer system ~~becomes declared available to a property served by a private wastewater disposal system, a direct connection shall be made to the public sewer system within one (1) year of the actual availability of the sewer system, and~~ any septic tanks, cesspools, and similar private wastewater disposal facilities shall be abandoned in accordance with Florida Statutes Rule 64E-6.011, Florida Administrative Code, Abandonment of Systems.

(4) The owner of the property shall operate and maintain the private wastewater disposal facilities in a sanitary manner at all times at no expense to the District. Maintenance of Private Sewer specifically excludes work on a low-pressure sewer system for which the District has agreed to provide maintenance via an executed License for Maintenance of Low-Pressure Sewer System Pump Station. If any such owner of any property shall fail and refuse to maintain in a proper and operable manner the private sewer on their property, then the District is hereby authorized to conduct such maintenance and enter on or upon any such property for the purpose of conducting such maintenance. The District shall thereupon be entitled to recover the cost of such maintenance, together with reasonable penalties and interest and attorney's fees, by suit in any court of competent jurisdiction. In addition, and as an alternate means of collecting such costs of maintenance, the

District shall have a lien on such property for such cost, which lien shall be of equal dignity with the lien of state and county and municipal taxes. Such lien may be foreclosed by the District in the same manner provided by the laws of Florida for the foreclosure of mortgages upon real estate.

(5) No statement contained in this Chapter shall be construed to circumvent or interfere with any additional requirements that may be imposed by the Florida Department of Environmental Protection or the applicable Health departments of Palm Beach or Martin Counties. *Specific Authority Chapter ~~2021-249~~2002-358, Laws of Florida, ~~Section 6(19)~~. Law Implemented Chapter ~~2021-249~~2002-358, Laws of Florida, Sections 6(2), (9), (10), and (19), and ~~&~~ Section 12. History-New 5-5-85, Amended 10-20-2011, 08-17-2017, 2-17-2022.*

31-3.005 Private Sewers and Connections.

(1) No unauthorized person shall uncover, make any connections with or opening into, use, alter, or disturb any public sewer system or appurtenance thereof without first obtaining written consent from the District.

(2) All costs and expenses incidental to the installation and connection of the private sewer to the District's sewer system shall be borne by the owner. The owner shall indemnify the District for any loss or damage to any District system that may directly or indirectly be occasioned by the installation or connection of the private sewer.

(3) Existing private sewer infrastructure may be used in connection with new buildings only when found, on examination and test by the District, to meet ~~all~~the rules of the District, requirements of this Rule and the District's Construction Standards and Technical Specifications, and the regulations of agencies of applicable jurisdiction for Palm Beach and Martin Counties and the State of Florida. Any deviation from the District's Construction Standards and Technical Specifications must be reviewed and approved in writing by the District before installation.

(4) The size, slope, alignment, and materials of construction of a private sewer, and the methods to be used in excavating, placing of the pipe, jointing, connecting to the public sewer system, testing, and backfilling the trench shall conform to the requirements of applicable building and plumbing codes, the rules of the District, ~~and~~ the District's Construction Standards and Technical Specifications, and the regulations of agencies of applicable jurisdiction for Palm Beach and Martin Counties and the State of Florida. Any deviation from the District's Construction Standards and Technical Specifications must be reviewed and approved in writing by the District before installation.

(5) Whenever possible, the private sewer shall be brought to the building at an elevation below the ground, or if applicable, basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public sewer system, sanitary sewage carried by such building drain shall be lifted by a District approved means and discharged to the building sewer.

(6) No person shall make connections of roof downspouts, foundation drains, areaway drains, or other sources of surface runoff or groundwater to a private sewer which is connected directly or indirectly to the District's sanitary sewer system.

(7) All connections to the District's sanitary sewer system shall be made in accordance with the rules of the District, the District's Construction Standards and Technical Specifications, the regulations of agencies of applicable jurisdiction for Palm Beach and Martin Counties and the State of Florida, watertight, verified by proper testing, and inspected and approved by the District.

Any deviation from the District's Construction Standards and Technical Specifications must be reviewed and approved in writing by the District before installation.

(8) The applicant seeking to construct a private sewer or connect a private sewer to the District's sanitary sewer system shall notify the District when the private sewer is ready for inspection and connection to the public sewer system. The connection and testing shall be made under the supervision of the District's representatives.

(9) All excavations for private sewer installation shall be adequately guarded with barricades and lights ~~so as~~ to protect the public from hazard. Streets, sidewalks, parkways, and other public property disturbed in the course of the work shall be restored to the satisfaction of the local authority with jurisdiction over the public property.

Specific Authority Chapter ~~2021-249~~2002-358, Laws of Florida, ~~Section 6(19)~~. Law Implemented Chapter ~~2021-249~~2002-358, Laws of Florida, Sections ~~6(2), (10), and (19)~~, and Section 12. History-New 5-5-85, Amended 10-20-2011, ~~08-17-2017~~, 2-17-2022.

31-3.006 Connection May Be Made by District.

If any such owner of any lot or parcel of land within the District shall fail and refuse to connect with and use the facilities of the District's sewer system after the same became available as defined herein and notification by the District as provided herein, then the District is hereby authorized to make such connections, entering on or upon any such lot or parcel of land for the purpose of making such connection. The District shall thereupon be entitled to recover the cost of making such connection, together with reasonable penalties and interest and attorney's fees, by suit in any court of competent jurisdiction. In addition, and as an alternate means of collecting such costs of making such connections, the District shall have a lien on such lot or parcel of land for such cost, which lien shall be of equal dignity with the lien of state and county and municipal taxes. Such lien may be foreclosed by the District in the same manner provided by the laws of Florida for the foreclosure of mortgages upon real estate.

Specific Authority Chapter ~~2021-249~~2002-358, Laws of Florida. Law Implemented Chapter ~~2021-249~~2002-358, Laws of Florida, Section 5, Section ~~6(4), ~~6(9), 6(10), 6(17), 6(19), and 6(22)~~~~, and Section 9. History-New 11-12-75, Amended ~~08-17-2017~~, 2-17-2022.

31-3.007 Malicious Damage.

No person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any structure, appurtenance or equipment which is a part of the wastewater facilities. Any person violating this provision shall be subject to any civil or criminal penalties available pursuant to law.

Specific Authority Chapter ~~2021-249~~2002-358, Laws of Florida. Law Implemented Chapter ~~2021-249~~2002-358, Laws of Florida, Sections ~~-2, and Section-Section~~ 6(2), ~~6(13)~~, and ~~6(19)~~. History-New 5-5-85, Amended 10-20-2011, 2-17-2022.

31-3.008 Unlawful Connection.

No person, persons, firm, corporation, agency, or organization shall be allowed to connect into any sewer system owned by the District without the written consent of the District and then the connection with such system shall be made only under the direction and supervision of the District,

or its authorized agent. Any person, persons, firm, corporation, agency, or organization who shall make any connection without such consent of the District shall be subject to all rates, fees, and charges as provided for in Chapter 31-10, and be subject to the penalties provided in Chapter 31-13 sections 10 and 11, [and any civil or criminal penalties available pursuant to law](#).

Specific Authority Chapter ~~2021-2492002-358~~, Laws of Florida. Law Implemented Chapter ~~2021-2492002-358~~, Laws of Florida, Section 6(8), (13), [and](#) (19), [and Section 8](#). History-New 11-12-75, Amended ~~08-17-2017~~, [2-17-2022](#).

31-3.009 Unlawful Construction.

No person, persons, firm, corporation, agency, or organization shall build or remodel or cause to be built or remodeled any structure used for human habitation or occupancy within the District unless it is provided with sewage connection and disposal facilities, approved by the District. [Any person, persons, firm, corporation, agency, or organization who shall make any connection without such consent of the District shall be subject to all rates, fees, and charges as provided for in Chapter 31-10, and be subject to the penalties provided in Chapter 31-13 sections 10 and 11, and any civil or criminal penalties available pursuant to law.](#)

Specific Authority Chapter ~~2021-2492002-358~~, Laws of Florida. Law Implemented Chapter ~~2021-2492002-358~~, Laws of Florida, Section 6(6), (8), (10), [and](#) (19), [and Section 12](#). History-New 11-12-75, [2-17-2022](#).

31-3.010 Connecting Old Plumbing. (Repealed) *Repealed 6-15-2000.*

31-3.011 Sanitary Requirements. (Repealed) *Repealed 6-15-2000.*

31-3.012 Disposal Requirements. (Repealed) *Repealed 6-15-2000.*

31-3.013 Septic Tank. (Repealed) *Repealed 6-15-2000.*

31-3.014 Maintenance of Plumbing System. (Repealed) [Repealed 6-15-2000.](#)

31-3.015 Payment of Fees and Bills Required. (Repealed) *Repealed 6-15-2000.*

31-3.016 Collection of Sewer Charges by Lien. (Repealed) [Repealed 8-17-2017.](#)

31-3.017 Failure to Maintain Private Sewer.

Failure to maintain a private sewer in a proper working manner will give the District the right to cut off the water and/or sewer connection, which shall not be reconnected until the private sewer is maintained properly. Private sewers and other appurtenances not owned by the District and discharging into the District sewerage system shall, if defective, be repaired, and all such facilities shall be operated and maintained ~~so as to~~ prevent the discharge of wastewater that violates General Sewer Use Requirements as specified in Chapter 31-13.

Specific Authority Chapter ~~2021-249~~2002-358, Laws of Florida. Law Implemented Chapter ~~2021-249~~2002-358, Laws of Florida, Section 6(14) ~~and~~-(19). History-New 11-12-75, Amended ~~08-17-2017, 2-17-2022.~~

31-3.018 No Service Free. (Repealed) Repealed 8-17-2017.

31-3.019 Separate Connections for Each Separate Unit. (Repealed) Repealed 6-15-2000.

31-3.020 Penalties.

See Loxahatchee River Environmental Control District Rule Chapter 31-13 Sections 10 ~~and~~ & 11. *Specific Authority Chapter ~~2021-249~~2002-358, Laws of Florida. Law Implemented Chapter ~~2021-249~~2002-358, Laws of Florida, Section 6(9) ~~and~~, (19). History-New 08-17-2017, ~~2-17-2022.~~*

31-3.021 Collection Line Construction and Availability in Established Neighborhoods- (aka Ellis Rule).

The Loxahatchee River Environmental Control District shall construct and declare ~~A~~available, sewerage collection lines and related appurtenances comprising a localized District sewer system in Established Residential Neighborhoods based upon the Governing Board's determination of any of the following:

- (1) that 50% or more of the record owners of property to be served by such localized sewerage system shall desire and consent to the construction of said system; or
- (2) that a reasonable alternative to the septic tanks exists for the treatment of the sewerage, taking into consideration factors such as cost; or
- (3) the discharge from the septic tanks is adversely affecting the health of the user or the public, or the groundwater or surface water is degraded; or
- (4) to enhance the environmental and scenic value of surface waters.

~~Cross References: See Rules 31-3.002(1) and (2) for definitions of Available and Established Residential Neighborhoods.~~

Specific Authority Chapter ~~2021-249, Laws of Florida. F.S. 373.451, F.S. 381.0065, Chapter 71-822, Special Acts of Florida, 1971, as amended.~~ Law Implemented Chapter ~~2021-249, Laws of Florida, Section 2, Section 6 (9)(d) and (10), and Section 10. 71-822, Section 6(10), 6(16), 6(17) and 6(23); Section 6(9) (d) as amended by Chapter 76-429; and Section 6(3) and 6(19) as amended by Chapter 76-429; and Section 6(3) and 6(19) as amended by Chapter 78-559.~~ History-new 1-9-85, Formerly 31-3.21, Amended 2-2-94, 6-15-2000, ~~2-17-2022.~~

Annotation: Village of Tequesta v. Loxahatchee River Environmental Control District, Case No. 97-4367AD, 15th Judicial ordered August 6, ~~1997~~1987, affirmed in Village of Tequesta v. Loxahatchee River Environmental Control District, 714 So. 2d 1100, (Fla 4th DCA 1998).

31-3.022 Connection to Public Sewer System Required.

No less than one (1) year prior to the date the sewerage system will become available, the District shall notify the affected owner of the onsite sewage treatment and disposal system: 1) of the anticipated availability of the sewerage system, and 2) that the owner will be required to connect to the sewerage system within one year of the actual availability. The owner of each lot or parcel of land that contains any building, trailer, or other structure requiring wastewater disposal situated in an area where the District system is “available” as defined in this Chapter, shall cause such buildings, trailers, or structures to be connected with and shall use the District sewerage facilities, within one (1) year following notification to do so by the District. All connections shall be made in accordance with the District’s rules and regulations.

Specific Authority Chapter 2021-249, Laws of Florida. Law Implemented Chapter 2021-249, Section 6(2), 6(3), 6(6), (8), (9), 6(10), 6(11), 6(12), 6(16), 6(17), 6(19), 6(23), 6(27) and Section 8. History - New 11-12-75, 12-9-76, and 1-9-85. Formerly 31-3.02, and 31-10.11. Amended 9-26-78, 2-2-94, 3-23-2000, 6-15-2000, 2-17-2022.



LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

TO: GOVERNING BOARD
FROM: D. ALBREY ARRINGTON, Ph.D.
DATE: FEBRUARY 2, 2022
SUBJECT: RULE 31-10 RATES, FEES, & CHARGES – RATE STUDY

It is time to discuss our annual Rate Study in which LRD staff plans and anticipates significant projects and costs and balances our financial position with an equitable rate structure. This process is constrained by your desire to achieve operational excellence (e.g., system reliability, satisfied customers, strong employee morale) while maintaining a reasonable rate structure.

The annual Rate Study Model is a spreadsheet model we use to assess the long-term fiscal position of LRD. The model uses an annual time step and includes terms for expected development within our service area (i.e., customer growth), and the model has explicit terms for operational and capital revenues and expenses. The Rate Study Model provides useful estimates of future budgetary conditions and is the basis for future financial conditions and proposed rates, fees, and charges.

This year we have engaged Raftelis Financial Consultants, Inc. (Raftelis) to perform a five-year financial forecast of utility operations and analysis of our rates, fees, and charges. In essence, Raftelis is conducting an independent peer review of our Rate Study Model. Staff have been engaged with Raftelis representatives (Henry Thomas and Trevor McCarthy) and provided them a significant amount of information. Earlier this week Mr. Thomas and Mr. McCarthy reviewed their preliminary findings with District staff (Ms. Fraraccio and Dr. Arrington). Raftelis representatives will attend our March Governing Board and present the results of their assessment before the Board takes action on Chapter 31-10 Rates, Fees, and Charges. At present, Raftelis representatives support the following summary statement as drafted by District staff:

Given the strength of our current financial condition and the amount of cash on hand, there is not a pressing need to raise our rates. However, uncertainty around the current pace of inflation could meaningfully impact cost and rate projections. Also, if we are successful in completing the projects identified in the Rate Study and attached FY2023-FY2027 Capital Improvement Plan, over the next three to five years we will need to borrow funds and implement meaningful rate increases to maintain a strong financial position with adequate financial reserves.

On the following pages, you will find a comprehensive summary of the assumptions included in this year's Rate Study. The final page includes a high-level summary of the proposed FY2023 to FY2027 Capital Improvement Plan. This is a new summary format, and it is my intent to have the Board formally approve the Capital Improvement Plan when revisions to Chapter 31-10 are approved.

James D. Snyder
CHAIRMAN

Gordon M. Boggie
BOARD MEMBER

Stephen B. Rockoff
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

This year, the Rate Study is based on the following general assumptions:

1. Revenue from Quarterly Service Charges – The Schedule of Revenue by Source in this year's audit (see agenda item 6B) shows Regional Sewer Service revenue declined by 1.7% from FY2020 to FY2021. This decline was driven by COVID-19 impacts on commercial accounts, which was discussed with the Board in prior reports. Staff anticipate the COVID-19 impact on quarterly service charges to be short lived and project these revenues will recover in the current fiscal year. In subsequent fiscal years, increases in quarterly sewer revenue is anticipated to be driven not by growth in customers but by rate increases. District Rule 31-10 currently includes scheduled rate increases of 2% for each of the next two years and 3% for the following 2 years. I propose leaving the rate increases as published in Chapter 31-10 and add a 3% rate increase for year 5 (effective April 1, 2026).

2. Revenue from New Development (Plant and Line Charges) – these revenues are paid by new customers (i.e., new development) and represent new customers paying for their fair share of existing infrastructure needed to serve them (i.e., a new home connecting to the sewer system pays for the tiny fraction of the wastewater treatment facility needed to accommodate their wastewater). Moving forward, this source of revenue is projected to provide approximately 3% of our revenues, which is significantly down from the 15% provided in 2005. Also, Raftelis is specifically assessing our connection fees, and we are anxiously awaiting their recommendations of how these fees should be revised.

3. Service Availability Standby (SAS) Revenue – projected to continue a slow, gradual decline, which has been occurring as our service area is nearing built-out conditions. The Schedule of Revenue by Source in this year's audit (see agenda item 6B) shows these fees (listed as Stand-by Sewer Revenue) have declined from \$526,409 in FY2013 to \$98,167 in FY2021. This trend will continue until SAS revenue reaches approximately zero.

4. IQ Water Revenue – our IQ revenues have been adjusted to reflect revision of the Sonoma Isles contract. Last year was the first year in a long time that we adjusted our IQ Rates during the annual rate study process (rather than increasing them based on an index). Raftelis is assessing the work staff has conducted regarding our IQ Water rates, and we are anxiously awaiting their findings.

5. Miscellaneous Revenues – these relatively small revenues (~\$200k) derived from cell tower lease, estoppel, sale of surplus equipment, and grants are expected to remain relatively stable.

6. Interest Revenue – given the current inflationary pressures, the Federal Reserve is expected to start increasing interest rates in March. These interest rate increases will positively impact our interest revenue for investments but will not influence interest revenue being earned on neighborhood sewer assessments, whose interest rates are fixed at the time of the final assessment roll.

7. Operating Expenses – I have anticipated no increase in budgeted operating expenses between FY2021 and FY2022. Subsequent to FY2022, I have projected operating expenses to increase around 3.0% per year. There are large uncertainties around the expectation of inflation, but at this time I believe projecting annual cost increases near 3% is prudent.

8. Capital Improvement Projects – The final page of this section includes a categorical summary of the proposed FY2023 to FY2027 Capital Improvement Plan. This is a new summary format, and it is provided to facilitate the Board's understanding of forthcoming significant capital investments staff have identified as desired and/or needed. My intent is to have the Board formally approve the Five-Year Capital Improvement Plan (CIP) each year when revisions to Chapter 31-10 are approved. The following categories are represented in the 5-Year CIP, and include significant proposed expenditures. Below, my intent is to specifically discuss any single item or project that is expected to cost \$250,000 or more:

- A. Infrastructure Improvements (not buildings) – Staff have included \$650,000 in FY2023 for construction of a dump pit to be used by our vacuum trucks. These trucks are used to clean gravity sewer lines, lift stations, and even conduct focused hydraulic digging. As such, we need a better system to address disposal of waste accumulated in these trucks.
- B. Machinery and Equipment – Spending in this category is projected to average \$1.35 million per year over the next three years. These funds are targeted to replace and improve a diversity of tools used by District staff, including software, heavy equipment (replacement backhoe), lift station pumps, portable generators, blowers, and points of connection features for IQ Water system. A significant portion of these costs are driven by anticipated work that will emerge from results of our greenhouse gas emissions study.
- C. Vehicles – staff anticipate replacing one vacuum truck in FY2027 with an anticipated cost of \$450,000. We currently have a fleet of three vacuum trucks, and they serve critical functions for multiple District divisions.
- D. Public Education – This line item includes approximately \$1.3 million for work at the Bureau of Land Management's Jupiter Inlet Lighthouse Outstanding Natural Area. These funds will be used to improve access to the site, completely renovate two existing houses to environmental education facilities, and improve landscaping. Prior budget estimates were approximately \$800,000. Staff are working with our engineering consultants to evaluate opportunities to reel these costs in. One option, when bidding this work, is to include select elements as optional, so we could decide which elements to construct and potentially delay certain elements if needed. Also, the Rate Study includes \$2.75 million for site civil work on our 20 acres. This proposed amount is a budget number and does not include construction of buildings or educational facilities.
- E. Neighborhood Sewering – **Big News!** FY2022 is the last year in which we have budgeted significant costs for neighborhood sewerage. Next year we have included funds for completion of Rolling Hills and Jupiter Inlet Lighthouse Outstanding Natural Area. Once these areas are complete, we will have completed neighborhood sewerage of all areas east of I-95, which has been a major goal for a very long time. Going forward, we will budget a very small amount to address the few remaining outlier properties in the urban portion of our service area that still need a sewer service.
- F. Lift Stations – We anticipate spending an average of \$775,000 per year for the next 5 years on lift station improvements. These improvements include \$250k to \$500k per year

for rehabilitations, \$500k per year for control panel improvements, and \$250k to upgrade the exterior of our master lift station.

- G. Gravity System – We are projecting capital expenditures of approximately \$1.5 million per year as we continue to rehabilitate our aging collection system (gravity laterals, gravity mains and manholes). This includes \$100k per year for cleaning and TV inspection, \$500k per year for mainline lining, and \$500k to \$1 million per year for lining service laterals. Staff are confident that these systematic investments in system reliability will decrease long term costs by minimizing very costly point repairs.
- H. Force Main – Over the next 3 years staff anticipate spending nearly \$1.5 million per year to upgrade and improve resiliency of our wastewater transmission system (i.e., force mains). Annual expenditures could exceed \$5 million per year in the following two years. Such efforts include minimizing the number of pump stations that re-pump wastewater, adding redundancy (where feasible) to our force main network, testing, and rehabilitating aging force main infrastructure. Specific projects include \$750k to improve redundancy and resiliency of sewer service to portions of Tequesta via Island Way force main improvements; construction of a new Loxahatchee River subaqueous force main replacement for \$2.65 million; force main valve replacements at \$575k over 5 years; and potentially \$13 million to construct new force main elements and improve existing system features to allow for bypassing of the Master Lift Station. This project is being analysed using hydraulic models and will be revised as the modelling project is completed.
- I. Permanent Generators – we have anticipated approximately \$1 million in costs over 5 years to continue to add permanent generators at critical sewage pumping stations and rehabilitate aging permanent generators at lift stations.
- J. Telemetry – Over the coming two years, staff expect to spend \$1.1 million per year to add telemetry to all of our wastewater pumping stations.
- K. Operations General Site Improvements – Staff anticipate spending \$300k to improve parking and traffic flow within 2500 Jupiter Park Drive over the next two years, and approximately \$100k is budgeted to complete the site work improving the area along Jupiter Park Drive as part of the Interlocal Agreement with the Town of Jupiter (see agenda item 5A).
- L. Treatment and Disposal – Staff have allocated \$1.25 million for construction of a new Maintenance Shop, which is expected to emerge as a top priority from our site plan assessment. Rehabilitation of clarifier #4 is projected to cost \$250k and be conducted in FY2024. At this time, staff have not included significant costs associated with upgrading and improving our odor control facilities.
- M. Reuse Telemetry, Metering, & Controls – Monitoring and rehabilitation improvements to our I.Q. Water System are projected to occur in FY2026 and FY2027 and are projected to cost approximately \$250k per year.
- N. Biosolids – Staff anticipate conducting a comprehensive evaluation of our biosolids treatment systems next year (\$150k), and implementation of the recommendations from

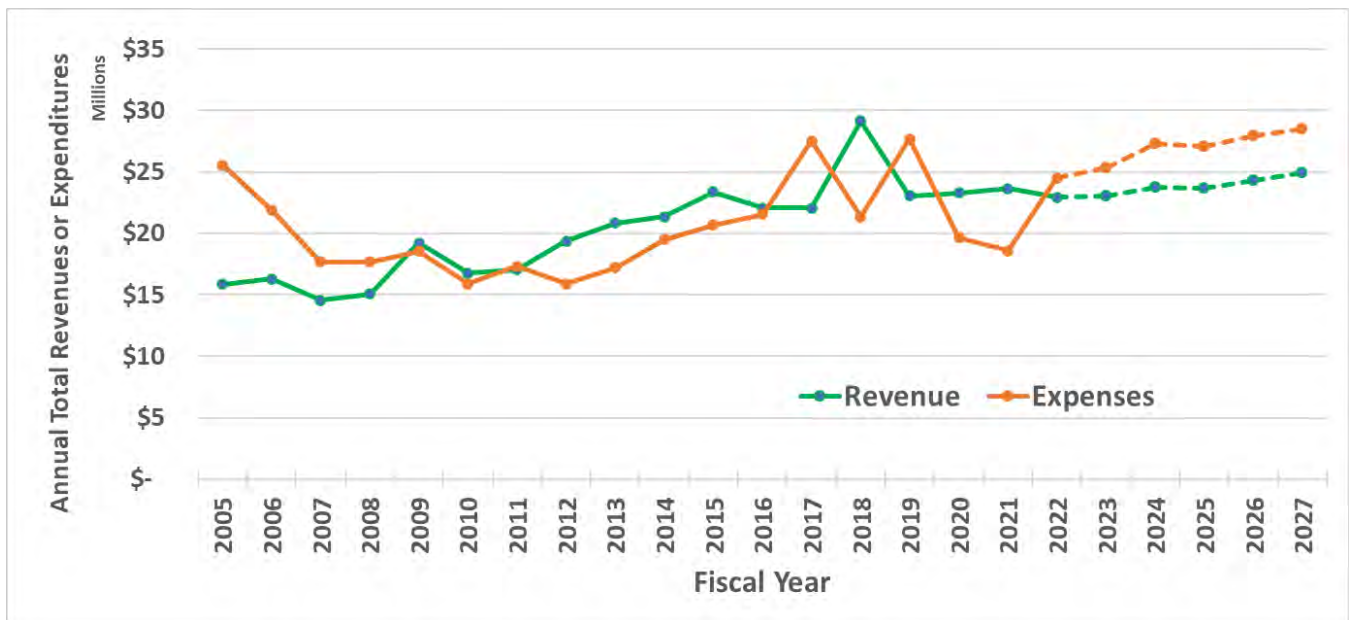
that evaluation are projected to cost approximately \$2.75 million, which would likely be incurred between FY2024 and FY2026. The assumption is that these costs would be incurred if we anticipate renewing our agreement with Solid Waste Authority – Biosolids Processing Facility (see below for more information).

In addition to the items currently in our draft 5-Year Capital Improvement Plan, staff have identified the following large cost items that are likely to occur and have added place holders to the rate study to ensure they are addressed in the coming years. These projects include:

- I. **Biosolids Processing and Recycling Facility** – In 2005, the District entered into an interlocal agreement with the Solid Waste Authority (SWA) to fund a portion of the cost to design, build, and operate a Biosolids Processing and Recycling Facility (BPF). The District owns 8.96% of the facility's total capacity. The District's capital costs to date for the facility equal \$3,470,172. The interlocal agreement terminates on August 9, 2029. At that time, the partners shall agree to continue operating the facility (anticipate capital costs to rehabilitate and upgrade the facility) or decommission the facility (anticipate costs to demo the facility and costs to design, permit, construct, and operate a new facility). At this time, SWA and its partners are assuming we will continue operation of the facility, and LRD staff are preparing to conduct an evaluation of our biosolids facilities to identify and address improvements should we continue on with our existing partnership. Presently, the Rate Study includes a capital cost placeholder of \$500k into the rate study for these costs in FY2028 and FY2029. Also, we will be considering what treatment system upgrades might be necessary if we pivot to an alternate biosolids treatment process. The costs associated with the alternate treatment process are not included in the Rate Study at this time because they are too uncertain.
- II. **LRD Solar** – As global climate change is coming more and more into focus, it seems the LRD should begin contemplating specific actions to mitigate our contributions to climate change and increase our resiliency to anticipated impacts. Therefore, I have inserted \$8 million into the Rate Study over the period 2029 to 2032. I am not suggesting we need to take action on this at this time, but by placing this in the Rate Study it forces staff to work to better understand the issues and anticipated costs as the time draws nearer.
- III. **New Deep Injection Well or Aquifer Storage and Recovery (ASR) Well** - In accordance with Kara's monthly financial reports, we have designated \$11.5 million towards a new deep injection well or ASR well (see pie chart on page 2 of Kara's monthly financial report). While this money remains in our enterprise account, the Year End Total Cash from the Rate Study does not include the funds 'set aside' for the Deep Well.

Debt – The District does not have any debt at this time; however, as we move forward with some of the larger projects forecast it is entirely conceivable that the District will need to take on some debt in the future to finance some of these major projects.

In our effort to revise how we have looked at the Rate Study, I have replaced the old chart that focused solely on available cash with the chart below that shows total annual revenues and expenditures (operating + capital). This chart refocuses our perspective on understanding when we have experienced deficit spending years (when annual expenses exceeded annual revenues) and when we have experienced surplus years (when annual revenues exceeded annual expenses). In general, our capital spending can occur in big chunks (e.g., when we constructed the deep bed filters or when we constructed gravity sewers in Jupiter Inlet Colony). We experienced deficit spending in the period 2005 through 2008 and also in 2017 and 2019. We experienced surplus years from 2012 to 2015, 2018 (when Jupiter Inlet Colony paid off their entire neighborhood sewerage assessment), and 2020 and 2021. Note, 2021 was projected to be a deficit year, but several capital projects have been delayed and we now clearly expect this year to end with total costs being less than total revenues. Looking into the future, and even assuming we will only spend 80% of capital costs identified in the Rate Study, we expect spending in the foreseeable future to be deficit spending. Thus, staff continue to expect our available surplus cash to decline to target levels in the upcoming 2-4 years.



Your staff takes pride in providing excellent service and value to our rate payers. We understand your desire to operate as efficiently as possible, but we also recognize the expectation to provide award-winning service. We look forward to discussing this rate study with you, and better understanding your preferred direction as we work to serve our customers.

No action is necessary this month. We will return to your March meeting with a recommended action based on input and feedback received from the Board this month. Please let me know if you have any questions or concerns about what is presented.

Loxahatchee River District's FY2023 – FY2027 Capital Improvement Plan

		FY2023	FY2024	FY2025	FY2026	FY2027
80% of Total Capital is used in Rate Study Cash Projection						
Model (due to conservative nature of projected capital costs)		\$ 7,816,000	\$ 8,884,000	\$ 8,112,000	\$ 8,432,800	\$ 8,360,000
Total Projected Capital Costs =		\$ 9,770,000	\$ 11,105,000	\$ 10,140,000	\$ 10,541,000	\$ 10,450,000
Contingency		\$0	\$0	\$0	\$0	\$0
Land		\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Buildings		\$175,000	\$0	\$0	\$100,000	\$0
Infrastructure Improvements (not buildings)		\$820,000	\$190,000	\$90,000	\$90,000	\$90,000
Machinery and Equipment		\$1,160,000	\$955,000	\$1,925,000	\$1,290,000	\$890,000
Vehicles		\$80,000	\$205,000	\$90,000	\$471,000	\$630,000
Construction in Progress		\$7,525,000	\$9,745,000	\$8,025,000	\$8,580,000	\$8,830,000
CIP - Exec/Finance/Lab/Cust Svc/IT/Construction		\$0	\$0	\$0	\$0	\$0
CIP - Public Education		\$1,250,000	\$2,750,000	\$0	\$0	\$0
CIP - Engineering Planning Studies		\$0	\$0	\$0	\$0	\$0
CIP - General Collection & Transmission		\$0	\$0	\$0	\$0	\$0
CIP - Neighborhood Sewering		\$895,000	\$25,000	\$25,000	\$25,000	\$25,000
CIP - Lift Station		\$775,000	\$875,000	\$1,275,000	\$525,000	\$425,000
CIP - Gravity System		\$1,800,000	\$1,400,000	\$2,250,000	\$1,300,000	\$1,800,000
CIP - Force Main		\$575,000	\$1,600,000	\$2,525,000	\$5,205,000	\$6,055,000
CIP - LPSS		\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
CIP - Permanent Generator		\$250,000	\$250,000	\$250,000	\$125,000	\$125,000
CIP - Telemetry		\$1,130,000	\$1,130,000	\$35,000	\$35,000	\$35,000
CIP - Operations Planning Studies		\$0	\$0	\$0	\$0	\$0
CIP - Operations General Site Improvements		\$245,000	\$150,000	\$0	\$0	\$0
CIP - Treatment & Disposal		\$325,000	\$1,225,000	\$25,000	\$25,000	\$25,000
CIP - Reuse General		\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
CIP - Reuse Pumping Stations		\$20,000	\$0	\$0	\$0	\$0
CIP - Reuse Mains		\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
CIP - Reuse Telemetry/Metering/Controls		\$20,000	\$0	\$50,000	\$250,000	\$250,000
CIP - Biosolids		\$150,000	\$250,000	\$1,500,000	\$1,000,000	\$0



LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

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D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

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MEMORANDUM

TO: GOVERNING BOARD
FROM: D. ALBREY ARRINGTON, Ph.D.
DATE: FEBRUARY 8, 2022
SUBJECT: Drug & Alcohol Testing Policy for DOT-Covered Commercial Drivers

Last month the Board considered a draft Drug & Alcohol Testing Policy for DOT-Covered Commercial Drivers and remanded the policy back to staff with direction to revise the policy to recognize the value of our employees and potentially offer a second chance for employees that fail a drug or alcohol test. This month we are back with a revised version of the policy that, we believe, addresses the concerns raised by the Governing Board last month. Specifically, proposed revisions to the policy will:

1. Remove mandatory termination upon first confirmed positive drug and/or alcohol test for employees that have worked for LRD for more than one year. The revised policy allows such employees to maintain employment if they successfully complete these mandatory steps:
 - a. Immediate 5-day suspension without pay;
 - b. Additional 5-day suspension in which employee must use vacation leave, sick leave, or unpaid leave as available in the specified order;
 - c. Mandatory assessment for substance abuse by a Substance Abuse Professional;
 - d. Complete proscribed treatment for substance abuse; and
 - e. Submit a fitness for duty certification from a qualified Substance Abuse Professional.
2. A second confirmed positive drug and/or alcohol test will result in termination.

The critical revision from what you reviewed last month is the policy decision that we will allow an employee with one year or more of District service to seek evaluation and treatment following a confirmed positive drug and/or alcohol test. It is likely the employee in this condition would then apply for and be covered under the Family Medical Leave Act (FMLA), which allows employees to take job-protected time away from work for a qualifying reason, such as the employee's own serious medical condition. Pursuant to FMLA, eligible employees are eligible for up to 12-weeks of unpaid medical leave during a 12-month period, and during this 12-week period, the employee is entitled to continued group health plan coverage as if the employee had continued to work. At the conclusion of the leave, the employee generally has a right to return to the same or an equivalent position. The policy also highlights more visibly the ability to seek voluntary assistance without repercussions, such as reporting to the Clearinghouse, in an effort to encourage employees to seek help before a problem is identified through workplace testing.

James D. Snyder
CHAIRMAN

Gordon M. Boggie
BOARD MEMBER

Stephen B. Rockoff
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

The policy continues to require immediate termination if an employee:

1. Refuses to submit to a required drug and/or alcohol test as defined by the policy pursuant to federal regulations;
2. Tamper with or adulterates a drug and/or alcohol specimen;
3. Has less than one year of service with the District and receives a confirmed positive drug and/or alcohol test; or
4. Has more than one year of service but who receives a second confirmed positive drug and/or alcohol test.

Following this memo is a track changes version of the draft policy that shows revisions made since your discussion last month. Lara Donlon of Torcivia, Donlon, Goddeau & Rubin, P.A. (our HR lawyer) has been very engaged in drafting the proposed revisions. The revised policy is compliant with current regulations. Mr. Shenkman has reviewed and supports the proposed revisions.

Previously, this policy was named the District Commercial Motor Vehicle Driver Controlled Substance and Alcohol Use and Testing Policy for Employees that Utilize a CDL for District Purposes. The revised policy is renamed the "Drug & Alcohol Testing Policy for DOT-Covered Commercial Drivers".

The following motion is recommended for approval:

"THAT THE DISTRICT GOVERNING BOARD approves the attached Drug & Alcohol Testing Policy for DOT-Covered Commercial Drivers with an effective date of February 21, 2022 and repeals the District Commercial Motor Vehicle Driver Controlled Substance and Alcohol Use and Testing Policy for Employees that Utilize a CDL for District Purposes effective February 21, 2022."

Drug & Alcohol Testing Policy For DOT-Covered Commercial Drivers

Background and Purpose

The illegal use of drugs and the abuse of alcohol are problems that invade the workplace, endangering the health and safety of the abusers and those who work around them. Every employee and applicant should understand those dangers and be aware of the federal requirements and state guidelines concerning substance abuse and alcohol in the workplace.

The District's Drug & Alcohol Testing Policy For DOT-Covered Commercial Drivers ("the Policy") was developed in conformity with the Department of Transportation Regulations located in 49 C.F.R. Part 40 and 49 CFR Part 382, which are on file with the District's Designated Employer Representative (DER) [the District's Human Resources Officer, [Safety Officer](#) and Executive Director] for review at any time during normal working hours.

Our policy formally and clearly states that the illegal use of drugs and abuse of alcohol or prescription drugs will not be tolerated. As a means of maintaining this policy, the District has implemented pre-employment and active employee drug testing as outlined in this Policy.

This Policy is designed to help prevent accidents and injuries resulting from the misuse of alcohol or use of controlled substances by drivers of commercial motor vehicles. Substance abuse, while at work or otherwise, seriously endangers the safety of employees, as well as the general public, and creates a variety of workplace problems including increased injuries on the job, increased absenteeism, increased health care and benefit costs, increased theft, decreased morale, decreased productivity, and a decline in the quality of products and services provided. This policy is designed to detect users and remove abusers of drugs and alcohol.

Commercial drivers are subject to Department of Transportation ("DOT") testing regulations, which includes placement in a *separate random testing pool* containing only DOT-covered employees for the purposes of DOT compliance. With regard to those employees covered by the DOT regulations, the federal regulations, as amended from time to time, shall govern any conflicts with this Policy. As employees of the District, DOT-covered commercial drivers are also separately subject to the District's Drug-Free Workplace Policy which covers all employees.

The District will [impose disciplinary action up to, and including](#), termination ~~for~~ [for](#) any employee whose conduct violates this Policy.

Applicability and Participation Required

This Policy applies to every employee who is required to maintain a commercial driver's license (CDL) whose position requires operation of a commercial motor vehicle owned or leased by the District. These employees are referred to as "commercial drivers" and include full time, regularly-employed drivers; casual, intermittent or occasional drivers; leased drivers and independent owner-operator contractors.

Participation in the DOT Workplace Drug and Alcohol Testing Programs as set forth in this Policy is a requirement for all commercial drivers and is a condition of employment. Failure to participate and comply with the requirements set forth in this Policy may result in disciplinary action up to and including termination of employment. For the District's purposes our DOT-covered commercial drivers required to participate in this program include the following positions:

- Collection & Distribution System Operators
- Construction Coordinator
- Construction Foreman
- Construction Inspectors
- Construction Manager
- Construction Operators
- Industrial Pretreatment Coordinator
- Inspectors
- Plant Electricians
- Plant Maintenance Foreman
- Plant Maintenance Technicians
- Plant Mechanics
- Reuse System Operators
- Utility Locate Technicians
- Utility Compliance Technicians
- Wastewater Treatment Plant Operators

While the District may require other positions to maintain a CDL license, the employees filling those positions are not subject to the Drug & Alcohol Testing Policy For DOT-Covered Commercial Drivers because it has been determined those positions never operate commercial motor vehicles.

Definitions

Commercial motor vehicle (CMV) means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle is a—

- (1) Combination Vehicle (Group A)—having a gross combination weight rating or gross combination weight of 11,794 kilograms or more (26,001 pounds or more), whichever is greater, inclusive of a towed unit(s) with a gross vehicle weight rating or gross vehicle weight of more than 4,536 kilograms (10,000 pounds), whichever is greater; or
- (2) Heavy Straight Vehicle (Group B)—having a gross vehicle weight rating or gross vehicle weight of 11,794 or more kilograms (26,001 pounds or more), whichever is greater; or
- (3) Small Vehicle (Group C) that does not meet Group A or B requirements but that either—
 - (i) Is designed to transport 16 or more passengers, including the driver; or
 - (ii) Is of any size and is used in the transportation of hazardous materials as defined in this section.

Safety-sensitive function means all time from the time a commercial driver begins work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety-sensitive functions shall include:

- (1) All time at an employer or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the commercial driver has been relieved from duty by the employer;
- (2) All time inspecting, servicing, or conditioning any commercial motor vehicle at any time;
- (3) All time spent at the driving controls of a commercial motor vehicle in operation;

- (4) All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth (a berth conforming to the federal requirements);
- (5) All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and
- (6) All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

Dual Testing Requirements

As noted above, commercial drivers subject to the testing requirements of this Policy are separately subject to the District's Drug-Free Workplace Policy covering all employees. The District Drug-Free Workplace Policy reflects requirements of the District and are not required by the DOT. Any personnel actions under the general Drug-Free Workplace Policy will be clearly indicated as being based on District authority under the Drug-Free Workplace Policy and not based upon the Drug & Alcohol Testing Policy for DOT-Covered Commercial Drivers. Any personnel actions under this Policy will be clearly indicated as such.

Required Hours Of Compliance

Alcohol prohibited:

- while on duty;
- 4 hours prior to on-duty time; and,
- 8 hours following an accident or until a post-accident test is complete, whichever occurs first.

Controlled Substances:

Commercial Drivers are prohibited from reporting to, or remaining on, duty when using any controlled substance, unless the use is at the direction of a physician who advised that the substance does not adversely affect the commercial driver's ability to safely operate a commercial motor vehicle.

Drug & Alcohol Testing Policy Dissemination

1. The District will give a general one-time notice to its commercial drivers that it is a condition of employment for employees to refrain from reporting to work or working with the presence of drugs or alcohol in his or her body and that a drug testing program is in place. To this end, each commercial driver shall be provided a copy of this Policy, and each employee is required to sign a statement certifying that he or she has received a copy of the Policy. The District will maintain the original of the signed certificate and will provide a copy of the certificate to the employee upon request.
2. Prior to each alcohol or controlled substance test performed under this Policy, each employee or job applicant for employment to be tested will be advised that the testing is being conducted pursuant to this Policy.
3. A notice of drug testing will be included with all vacancy announcements for those positions where drug testing is required (want ads, job postings, etc.). A notice of the Drug & Alcohol Testing Policy for DOT-Covered Commercial Drivers will also be posted in an

appropriate and conspicuous location on the District's intranet and copies of the policies will be made available for inspection during regular business hours by the employee or job applicant in the District's Human Resources office.

Designated Employer Representative

The District has designated certain individuals as Designated Employer Representatives (DER). These individuals are responsible for the administration of the DOT Drug & Alcohol Testing Policy for DOT-Covered Commercial Drivers, and are authorized by the District to take immediate action(s) to remove employees from safety-sensitive duties, or cause employees to be removed from these covered duties, and to make required decisions in the testing and evaluation processes. The DER is also authorized to receive test results and other communications for the District, consistent with the requirements of this Policy and with the applicable regulations. The DER is available to answer any questions by employees concerning this policy. The DERs for the District are the Human Resources Officer, Safety Officer, and the Executive Director.

Drug And Alcohol Testing Record (Clearinghouse Queries)

The District is required under DOT regulations to obtain information regarding the drug and alcohol testing record of commercial drivers from their previous DOT-regulated employers where the District intends to use such drivers to perform safety-sensitive duties. As a result of this requirement and in accordance with federal regulations (49 C.F.R. § 382.701), the District will query the FMCSA Drug and Alcohol Clearinghouse for any drug or alcohol information pertaining to DOT-covered CDL drivers and applicants, as follows:

- 1) *Full pre-employment queries* will be conducted on applicants for any position which requires a DOT-covered CDL license or on current employees who have not held a position requiring a DOT-covered CDL license with the District. As a condition of consideration for employment, applicants will be required to provide the Clearinghouse with consent to allow the District to conduct a full query.
- 2) *For current employees* who are employed in a position requiring a DOT-covered CDL, *a limited query* of the Clearinghouse will be conducted annually. As a condition of continued employment, employees are required to execute the required consent form permitting the limited query. If the limited query reveals that information about the CDL driver exists in the Clearinghouse, the District will conduct a full query within 24 hours. As a condition of continued employment, the DOT-covered CDL driver will be required to provide the Clearinghouse with consent allowing the District to conduct a full query.

In accordance with federal regulations (49 C.F.R. § 382.703), the District (or its Service Agent if the District uses a Third-Party Administrator to administer its DOT drug testing policy) will report the following drug and alcohol information regarding DOT-covered CDL drivers/applicants to the FMCSA:

Reporting entity	When information will be reported to clearinghouse
District	<ul style="list-style-type: none"> • A verified positive, adulterated or substituted drug test result. • An alcohol confirmation test with a concentration of 0.04 or higher. • Refusal to test (alcohol) as specified in 49 CFR 40.261.
	<ul style="list-style-type: none"> • Refusal to test (drug) not requiring a determination by the MRO as specified in 49 CFR 40.191.
	<ul style="list-style-type: none"> • Actual knowledge that a driver has used alcohol on duty, used alcohol within four hours of coming on duty, used alcohol prior to post-accident testing, or has used a controlled substance. “Actual knowledge” means the employer's direct observation of the employee, a traffic citation for driving a CMV while under the influence of alcohol or controlled substances, or an employee's admission of alcohol or controlled substance use. Direct observation means observation of employee behavior or physical characteristics sufficient to warrant reasonable suspicion testing. “Traffic citation” means a ticket, complaint, or other document charging driving a CMV while under the influence of alcohol or controlled substances. Following the process under “Seeking Voluntary Assistance” under this policy does not constitute “actual knowledge” and is not reported to the Clearinghouse.
	<ul style="list-style-type: none"> • Negative return-to-duty test results (drug and alcohol testing, as applicable) • SAP’s report of successful completion of return-to-duty process
	<ul style="list-style-type: none"> • Completion of follow-up testing.
Service Agent acting on behalf of District (if the District uses a TPA)	<ul style="list-style-type: none"> • A verified positive, adulterated or substituted drug test result. • An alcohol confirmation test with a concentration of 0.04 or higher. • Refusal to test (alcohol) as specified in 49 CFR 40.261.
	<ul style="list-style-type: none"> • Refusal to test (drug) not requiring a determination by the MRO as specified in 49 CFR 40.191.
	<ul style="list-style-type: none"> • Actual knowledge that a driver has used alcohol on duty, used alcohol within four hours of coming on duty, used alcohol prior to post-accident testing, or has used a controlled substance. “Actual knowledge” means the employer's direct observation of the employee, a traffic citation for driving a CMV while under the influence of alcohol or controlled substances, or an employee's admission of alcohol or controlled substance use. Direct observation means observation of employee behavior or physical characteristics sufficient to warrant reasonable suspicion testing. “Traffic citation” means a ticket, complaint, or other document charging driving a CMV while under the influence of alcohol or controlled substances. Following the process under “Seeking Voluntary Assistance” under this policy does not constitute “actual knowledge” and is not reported to the Clearinghouse.
	<ul style="list-style-type: none"> • Negative return-to-duty test results (drug and alcohol testing, as applicable) • SAP’s report of successful completion of return-to-duty process
	<ul style="list-style-type: none"> • Completion of follow-up testing.

If an employee or applicant refuses to provide the necessary consent, the District will not permit the employee to perform safety-sensitive functions and may subject the employee to disciplinary action, including immediate termination.

If the District obtains information that an employee or applicant has violated a DOT agency drug and alcohol regulation, the employee or applicant will not be permitted to perform safety-sensitive functions unless the District obtains or is provided documented proof that the employee has subsequently complied with the return-to-duty requirements of 49 CFR Part 40.

Required Testing

Pre-employment testing

All job applicants for commercial driver positions, including internal transfers, are required to undergo testing for controlled substances as a condition of employment. Additionally, prior to the first time an employee performs safety-sensitive functions for the District as a commercial driver, either as a new hire or as a result of a transfer, the employee shall undergo testing for controlled substances. The District will not allow an employee to perform safety-sensitive functions unless the District has received a controlled substances test result from the MRO or C/TPA indicating a verified negative test result for that commercial driver.

The District reserves the right to invoke any and all exceptions to the pre-employment testing requirement as set forth in the DOT regulations (49 CFR § 382.301(b)).

Post-accident testing

Commercial drivers will be tested as soon as practicable following an occurrence involving a commercial motor vehicle on a public road in commerce as follows:

Type of Accident	Citation Issued* to CMV Driver	Test Must Be Performed
Human Fatality	Yes	Yes
Human Fatality	No	Yes
Bodily injury with immediate medical treatment away from scene	Yes	Yes
Bodily injury with immediate medical treatment away from scene	No	No
Disabling damage to any motor vehicle requiring tow away	Yes	Yes
Disabling damage to any motor vehicle requiring tow away	No	No

*In the above chart, “citation issued” refers to a citation received by the commercial vehicle driver under State or local law for a moving traffic violation arising from the accident. With respect to alcohol testing, the citation must be received within eight (8) hours of the occurrence. With respect

to controlled substance testing, the citation must be received within thirty-two (32) hours of the occurrence.

If an alcohol test is required but not administered within two (2) hours following the accident, the District will prepare and maintain a record stating the reasons it was not promptly administered. The District will not attempt to administer an alcohol test after eight (8) hours, or a controlled substance test after thirty-two (32) hours, following the accident.

Commercial drivers subject to post-accident testing shall remain readily available for testing or the District may designate such unavailability as a refusal to submit to testing and the commercial driver will be subject to immediate termination. However, nothing in this section shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care. The results of a breath or blood test for the use of alcohol, or the results of a urine test for the use of controlled substances, conducted by Federal, State, or local officials having independent authority for the test, meet the requirements of testing under this policy, provided the tests conform to the applicable Federal, State or local alcohol or controlled substance testing requirements, and that the results of the tests are obtained by the employer.

Post-accident testing under this Policy does not apply to:

- (a) An occurrence involving only boarding or alighting from a stationary motor vehicle;
- (b) An occurrence involving only the loading or unloading of cargo; or
- (c) An occurrence in the course of the operation of a passenger car by an employer unless the motor vehicle is transporting passengers for hire or hazardous materials that require DOT-mandated markings or placards.

Random testing

Every DOT covered commercial driver shall submit to unannounced random alcohol and controlled substance testing to be spread reasonably throughout the calendar year. However, a DOT covered employee will only be tested for alcohol while performing safety-sensitive functions, just prior to performing safety-sensitive functions, or just after performing such functions. The selection of employees for random alcohol and controlled substances testing shall be made by a scientifically valid method, and each employee selected for random alcohol and controlled substances testing under the selection process used, shall have an equal chance of being tested each time selections are made. Each employee selected for testing shall be tested during the selection period. Random testing for commercial drivers will be conducted according to the applicable rates mandated by the DOT and its applicable agencies (~~2020~~-2022 DOT Rates: 50% Random Drug; 10% Random Alcohol), but may exceed those rates at the District's discretion.

After notification, it is the responsibility of the employee to provide a specimen within the allotted time. At the time of the notification, the donor will be instructed to go directly to the designated collection site. The employee will notify the collection site personnel that he/she has been selected for a random test and that he/she is ready to provide a specimen for the requested test.

Reasonable suspicion testing

Commercial drivers who, based on specific, contemporaneous, articulable observations of a qualified supervisor concerning the appearance, behavior, speech or body odor, may be reasonably suspected of using or being under the influence of alcohol or controlled substances or tampering with a drug screen test, shall undergo alcohol and controlled substance testing. In the case of controlled substances, the observations may include indications of the chronic and withdrawal effect of controlled substances.

A “qualified supervisor” is a supervisor or District official who has received at least 60 minutes of training on alcohol misuse and receive at least an additional 60 minutes of training on controlled substances use. The training will be used by the supervisors to determine whether reasonable suspicion exists to require a commercial driver to undergo testing. The training shall include the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances. Recurrent training for supervisory personnel is not required.

Alcohol testing is only authorized for reasonable suspicion testing if the observations are made during, just preceding, or just after the period of the workday that the commercial driver is required to be in compliance. A commercial driver may only be directed to submit to this testing while he/she is performing safety-sensitive duties, just before or just after the driver performed such duties. An alcohol test pursuant to reasonable suspicion testing shall occur within eight (8) hours. If the alcohol testing is done after two (2) hours from the time the observations occurred, the District must document the reasons the test was not promptly administered.

Notwithstanding the absence of a reasonable suspicion alcohol test under this section, no commercial driver shall report for duty or remain on duty under the influence of or impaired by alcohol, as shown by the behavioral, speech, and performance indicators of alcohol misuse, nor shall the District permit the employee to perform or continue to perform his/her work duties, including any safety-sensitive functions, until:

- (i) An alcohol test is administered and the employee's alcohol concentration measures less than 0.02; or
- (ii) Twenty-four hours have elapsed following the determination that there is reasonable suspicion to believe that the employee has violated the prohibitions in this part concerning the use of alcohol.

A copy of documentation supporting a reasonable suspicion test will be completed and signed by the qualified supervisor within 24 hours of the observed behavior or before the results of the tests are released, whichever is earlier, and will be retained confidentially by the District.

On the basis of circumstances requiring a reasonable suspicion test, a commercial driver will immediately be removed from safety-sensitive functions and placed on paid administrative leave pending the outcome of the required drug and/or alcohol test.

Return to Duty and Follow-up testing

Any commercial driver with less than one (1) year of service with the District who has a confirmed positive drug and/or alcohol test, or an employee with one (1) year or more of service with the District who previously received a confirmed positive drug and/or alcohol test, will be terminated. Similarly, commercial drivers who refuse to be tested (as defined in this policy) when directed will be terminated. The District is not required to provide these commercial drivers ~~who violate this~~

~~Policy~~ with an evaluation by a Substance Abuse Professional (SAP) or any subsequent recommended education or treatment.

Any commercial driver with one (1) year or more of service with the District who has a confirmed positive drug and/or alcohol test, and who has not previously received a confirmed positive drug and/or alcohol test, will:

- Be suspended without pay for five (5) work days;
- Provide documentation to Human Resources no later than the 4th day of suspension without pay that the employee has sought and received an evaluation by a qualified SAP and that the employee has enrolled in and/or committed to the SAP's recommended education and/or treatment program;
- Use vacation leave, sick leave, or unpaid leave as available in the specified order for the next five (5) work days;
- Submit a Certification of Health Care Provider for FMLA leave, if applicable, to Human Resources no later than the 15th calendar day after receiving the positive confirmed drug and/or alcohol test; and
- Be removed from all DOT-defined safety-sensitive duties until the SAP reports successful compliance with all recommended education and/or treatment program. If the SAP evaluation permits the employee to perform DOT non-safety sensitive duties after 10 workdays and before completing the return to work process, the District retains sole discretion as to whether such work is available and, if so, the applicable pay rate.

~~If the District, in its sole discretion, allows a driver to return to a DOT safety sensitive function following a violation, prior to returning to duty the District will require the commercial driver to undergo an~~ The evaluation by a SAP and compliance with the SAP's recommendations are at the commercial driver's sole cost and expense, unless otherwise covered by any insurance programs. ~~In addition, following removal from a safety sensitive position after a positive, adulterated or substituted test and referral to a SAP, and~~

After successful compliance with the prescribed education and/or treatment as determined by the SAP, a commercial driver is required to undergo a return to duty test for controlled substances and/or alcohol before returning to safety-sensitive duties. Follow-up tests are unannounced and at least 6 tests must be conducted in the first 12 months after an employee returns to duty as provided by the SAP's follow-up testing plan. Follow-up testing may extend for up to 60 months following return to duty. All of the follow-up tests and the return-to-duty test must be through directly observed collections and the testing facility will be made aware of the nature of the test to ensure collection is compliant with DOT procedures. The follow-up testing is in addition to the commercial driver's participation in the random testing pool upon return to DOT-covered safety sensitive duties.

The commercial driver and the District are prohibited from seeking a second SAP evaluation in order to obtain another recommendation after a qualified SAP has evaluated the employee.

Additional testing

Additional testing may also be conducted as required by applicable state or federal laws, rules, or regulations, in accordance with the District's Drug-Free Workplace Policy For All Employees or as otherwise deemed necessary by the District.

Substances To Be Tested And Detection Thresholds

The District tests for the following substances pursuant to the federal regulations:

	<u>Drug Screen Cut-off GC/MS</u>
Marijuana metabolites/THC	50 ng/mL - 15ng/mL
Cocaine metabolites	150 ng/mL - 100 ng/mL
Codeine/Morphine	2,000 ng/mL – 2,000 ng/mL
Hydrocodone/Hydromorphone	300 ng/mL – 100 ng/mL
Oxycodone/Oxymorphone	100 ng/mL – 100 ng/mL
6-Acetylmorphine	10 ng/mL – 10 ng/mL
Phencyclidine (PCP)	25 ng/mL - 25 ng/mL
Amphetamines, Methamphetamine	500 ng/mL - 250 ng/mL
Methylenedioxymethamphetamine (MDMA)	500 ng/mL - 250 ng/mL

Alcohol - removal from safety-sensitive position at 0.02 alcohol concentration or greater, violation of Policy at 0.04 alcohol concentration or greater.

Prescribed or Over-the-Counter Medications

The District recognizes that eventually most employees will need to take medications to combat various illnesses. Commercial drivers must realize, however, that the use of certain medications may constitute a violation of this Policy if not properly reported, and may potentially alter or affect the results of a drug or alcohol test. A commercial driver could potentially test positive for a drug when taking medications prescribed by a doctor or purchased over-the-counter. Some medications known to alter or affect a drug test are listed in the next section of this Policy.

Employees who want more comprehensive or technical information about the use of medications, and their potential effects on the drug test results, should consult the District's DER or a local testing laboratory. To avoid the potential problems created by a false test result, the District has implemented procedures to enable employees to confidentially report the use of medications. An employee may report the use of medications on the back of his/her copy of the chain of custody form after the specimen is collected and discuss the use only with the Medical Review Officer.

However, employees are required to report the use of prescribed drugs for which the District tests and provide written certification from their physician advising that the substance does not adversely affect driver's ability to safely operate a commercial motor vehicle **prior to engaging in any safety sensitive functions.**

Note about Medical Marijuana and CBD Products: The DOT's Drug and Alcohol Testing Regulation – 49 CFR Part 40, at 40.151(e) – **does not authorize “medical marijuana” under a**

state law to be a valid medical explanation for a commercial driver's positive drug test result. Therefore, a positive test result for marijuana or THC will result in the consequences set forth for a positive drug test. Furthermore, CBD use is not a legitimate medical explanation for a laboratory-confirmed marijuana positive result. Therefore, the MRO will verify a drug test confirmed at the appropriate cutoffs as positive, even if the commercial driver claims s/he only used a CBD product.

Substances Which Could Alter Or Affect The Outcome Of A Drug Test

The following substances, listed by brand name and common name, are among those that could affect the results of a drug test. This list is not comprehensive. All questions concerning substances which could result in a positive test should be directed to the District's DER.

1. **AMPHETAMINES:** Abetrol, Biphetamine, Desoxyn, Dexadrine, Didrex
2. **CANNABINOIDS:** Marinol (Dronabinol, THC), Marijuana, Hash, Pot
3. **COCAINE:** Cocaine HCl Topical Solution (Roxanne), Crack, Coke
4. **PHENCYCLIDINE:** PCP, Angel Dust
5. **OPIATES:** Paregoric, Parepectolin, Donnegan PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guafenesin AC, Novahistine DH, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Opium, Heroin
6. **ALCOHOL:** Liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. For example, Vick's Nyquil is 25% (50 proof) ethyl alcohol; Comtrex is 20% (40 proof); Contac Severe Cold Formula Night Strength is 25% (50 proof); and Listerine is 26.9% (54 proof); Booze, Drink, wine, distilled spirits, malt beverages, beer, etc.
7. **BARBITURATES:** Phenobarbital, Tuinal, Amytal
8. **BENZODIAZOPHINES:** Ativan, Azene, Klonopin, Dalmane, Diazepam, Halcion, Librium, Poxipam, Restoril, Serax, Transene, Valium, Vertron, Xanax
9. **METHADONE:** Dolophine, Methadose
10. **PROPOXYPHENE:** Darvocet, Darvon N, Dolene

Testing Procedures

All alcohol or controlled substances testing under this Policy shall be conducted in conformity with the provisions and procedures set forth in the DOT Workplace Drug and Alcohol Testing Programs (49 C.F.R. Part 40 and 49 C.F.R. Part 382), which are on file with the District's DER for review at any time during normal working hours. In summary, the testing procedures adopted by this Policy are as follows:

Alcohol Testing

All alcohol testing will be conducted using one of two possible methods. Alcohol testing may be performed using evidential breath testing (EBT) devices or saliva alcohol screening devices (ASD) approved by the NHTSA. A screening test is conducted first. Any result less than 0.02 alcohol concentration is considered a "negative" test. If the alcohol concentration is 0.02 or greater, a second confirmation test must be conducted. The employee and the individual conducting the test (called a breath alcohol technician (BAT)) complete the alcohol testing form to ensure that the results are properly recorded. The confirmation test, if required, must be conducted using an EBT that prints out the results, date and time, a sequential test number, and the name and serial number of the EBT to ensure the reliability of the results. The confirmation test results determine any actions taken. Under certain circumstances, post-accident tests conducted by law enforcement personnel will be acceptable.

Controlled Substance Testing

Controlled substance testing is conducted by analyzing an employee's urine specimen. The analysis is performed at laboratories certified and monitored by the Department of Health and Human Services (DHHS). The employee provides a urine specimen in a location that affords privacy and the "collector" seals and labels the specimen, completes a chain of custody document, and prepares the specimen and accompanying paperwork for shipment to a drug testing laboratory. The specimen collection procedures and chain of custody ensure that the specimen's security, proper identification and integrity are not compromised. The testing for DOT requirements will be performed using "split specimen procedures" that require each urine specimen to be subdivided into two bottles labeled as a "primary" and a "split" specimen. Both bottles are sent to a laboratory. Only the primary specimen is opened and used for the urinalysis. The split specimen bottle remains sealed and is stored at the laboratory. The testing is a two-stage process. First, a screening test is performed. If it is positive for one or more of the controlled substances, then a confirmation test is performed for each identified controlled substance using state-of-the-art gas chromatography/mass spectrometry (GC/MS) analysis.

GC/MS confirmation ensures that over-the-counter medications or preparations are not reported as positive results. If the analysis of the primary specimen confirms the presence of illegal, controlled substances, the commercial driver has 72 hours to request the split specimen be sent to another DHHS certified laboratory for analysis. This split specimen procedure essentially provides the driver with an opportunity for a "second opinion."

All drug test results are reviewed and interpreted by a physician (Medical Review Officer (MRO)) before they are reported to the District. If the laboratory reports a positive result to the MRO, the MRO contacts the employee (in person or by telephone) and conducts an interview to determine if there is an alternative medical explanation for the drugs found in the employee's urine specimen. If the employee provides appropriate documentation and the MRO determines that the positive result was due to legitimate medical use of the prohibited drug, the drug test result is reported as negative to the District.

Note about Medical Marijuana and CBD Products: The MRO may not verify a drug test as negative based upon information that a physician recommended that the employee use "medical marijuana." Furthermore, CBD use is not a legitimate medical explanation for a laboratory-confirmed marijuana positive result. Therefore, the MRO will verify a drug test confirmed at the

appropriate cutoffs as positive, even if an employee claims they only used “medical marijuana” or a CBD product.

Prohibited Conduct Under DOT Regulations As Adopted By This Policy

The following is an overview of the terms and conditions of this Policy, and for violation of which a commercial driver is subject to discipline as outlined below.

1. It is a violation of DOT regulations, as adopted by this Policy, for any employee to report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. DOT regulations require that all covered employees in violation of this rule be immediately removed from safety-sensitive duties, including driving a commercial motor vehicle, and not be allowed to return to such duties until completion of the return to duty process set forth by DOT regulations in 49 CFR Part 40, Subpart O. All employees found in violation of this rule will also be subject to sanctions by the District, as set forth below, for violation of this Policy.
2. It is a violation of DOT regulations, as adopted by this Policy, for any employee to use alcohol while performing safety-sensitive functions. DOT regulations require that all covered employees in violation of this rule be immediately removed from safety-sensitive duties, including driving a commercial motor vehicle, and not be allowed to return to such duties until completion of the return to duty process set forth by DOT regulations in 49 CFR Part 40, Subpart O. All employees found in violation of this rule will also be subject to sanctions by the District, as set forth below, for violation of this Policy.
3. It is a violation of the DOT regulations, as adopted by this Policy, for any employee to perform safety-sensitive functions within four (4) hours after using alcohol. DOT regulations require that all covered employees in violation of this rule be immediately removed from safety-sensitive duties, including driving a commercial motor vehicle, and not be allowed to return to such duties until completion of the return to duty process set forth by DOT regulations in 49 CFR Part 40, Subpart O. All employees found in violation of this rule will also be subject to sanctions by the District, as set forth below, for violation of this Policy.
4. It is a violation of DOT regulations, as adopted by this Policy, for any employee required to take a post-accident alcohol test to use alcohol for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test, whichever occurs first. DOT regulations require that all covered employees in violation of this rule be immediately removed from safety-sensitive duties, including driving a commercial motor vehicle, and not be allowed to return to such duties until completion of the return to duty process set forth by DOT regulations in 49 CFR Part 40, Subpart O. All employees found in violation of this rule will also be subject to sanctions by the District, as set forth below, for violation of this Policy.
5. It is a violation of DOT regulations, as adopted by this Policy, for any employee to refuse to submit to a post-accident alcohol or controlled substances test, a random alcohol or controlled substances test, a reasonable suspicion alcohol or controlled substances test, or a follow-up alcohol or controlled substances test. DOT regulations require that all covered employees in violation of this rule be immediately removed from safety-sensitive duties, including driving a commercial motor vehicle, and not be allowed to return to such duties until completion of the return to duty process set forth by DOT regulations in 49 CFR Part

40, Subpart O. All employees found in violation of this rule will also be subject to sanctions by the District, as set forth below, for violation of this Policy.

6. It is a violation of DOT regulations, as adopted by this Policy, for any employee to report for duty or remain on duty requiring the performance of safety-sensitive functions after or during use of any controlled substance, except when the use is pursuant to the instructions of a licensed medical practitioner, who has advised the covered employee that the substance will not adversely affect the driver's ability to safely operate a commercial motor vehicle. DOT regulations require that all covered employees in violation of this rule be immediately removed from safety-sensitive duties, including driving a commercial motor vehicle, and not be allowed to return to such duties until completion of the return to duty process set forth by DOT regulations in 49 CFR Part 40, Subpart O. All employees found in violation of this rule will also be subject to sanctions by the District, as set forth below, for violation of this Policy.
7. It is a violation of DOT regulations, as adopted by this Policy, for any employee to report for duty, remain on duty or perform a safety-sensitive function, if the driver tests positive or has adulterated or substituted a test specimen for controlled substances. DOT regulations require that all covered employees in violation of this rule be immediately removed from safety-sensitive duties, including driving a commercial motor vehicle, and not be allowed to return to such duties until completion of the return to duty process set forth by DOT regulations in 49 CFR Part 40, Subpart O. All employees found in violation of this rule will also be subject to sanctions by the District, as set forth below, for violation of this Policy.
8. It is a violation of DOT regulations, as adopted by this Policy, for any employee tested under the provisions of this Policy and who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 to perform or continue to perform safety-sensitive functions, including driving a commercial motor vehicle. The District will not permit such an employee to perform or continue to perform safety-sensitive functions, until the start of the next regularly scheduled duty period, but not less than 24 hours following administration of the test. All employees found in violation of this rule will also be subject to sanctions by the District, as set forth below, for violation of this Policy.
9. Employees must also fully comply with all prohibitions set forth in the District's general Drug-Free Workplace Policy, which is applicable to both DOT-covered commercial drivers and non-DOT covered drivers who may or may not hold a CDL. When safety-sensitive commercial drivers are being tested pursuant to this Policy (i.e., the DOT-mandated policy), the testing procedures set forth herein shall apply. When safety-sensitive commercial drivers are being tested pursuant to the general Drug-Free Workplace Policy, the procedures set forth in that policy shall apply.

Consequences Of Violations

In addition to the consequences set forth above for violation of DOT regulations, prohibited conduct by an employee will result in the following District actions:

1. Job Applicants will not be hired.
2. Any employee violating this policy within ~~six months~~one (1) year of the start of employment will be terminated.

- ~~2.3.~~Any employee violating this policy with one (1) or more years of service, after previously receiving a confirmed positive drug and/or alcohol test result will be terminated.
- ~~3.4.~~Any employee violating this ~~Policy~~-policy with one (1) or more years of service who has not previously received a confirmed positive drug and/or alcohol test will be ~~terminated, regardless of length of service~~suspended without pay for five (5) days, use vacation leave, sick leave, or unpaid leave as available in the specified order for the next five (5) days, submit to evaluation by the SAP and successfully comply with all recommended education, treatment and follow-up testing requirements before returning to work. ~~He/she may reapply after substance abuse program has been completed.~~
- ~~4.5.~~An employee found to have an alcohol concentration of 0.02 or greater, but less than 0.04, shall not perform or continue to perform safety-sensitive functions until the start of the commercial driver's next regularly scheduled duty period, but not less than 24 hours following administration of the test. No action will be taken under this Policy based solely on test results showing alcohol concentrations of less than 0.04, but the District may take action independent of this Policy in accordance with other applicable policies or laws.
- ~~5.6.~~In addition to the other consequences provided in this Policy, all employees who refuse to submit to an alcohol or drug test to be conducted under this Policy will be presumed to be positive for the presence of alcohol or a controlled substance for the purpose of all workers' compensation medical and indemnity benefits claims arising from the incidents or accidents leading to said testing. Refusals to test shall ~~subject the commercial driver to result in~~ immediate termination.

“Refusal to submit” (to an alcohol or controlled substances test) or “refusal to test” means that an employee:

- a. Failed to appear for any test (except a pre-employment test) within two hours of being directed to report by the District's DER or designee. This includes the failure of an employee to appear for a test when called by a consortium or third-party administrator;
- b. Failed to remain at the testing site until the testing process is complete. Provided, that an employee who leaves the testing site before the testing process commences for a pre-employment test is not deemed to have refused to test;
- c. Failed to provide a urine specimen for any drug test, or failed to attempt to provide a saliva or breath specimen for alcohol testing, required by this Policy or DOT agency regulations. Provided, that an employee who does not provide a urine specimen because he or she has left the testing site before the testing process commences (see 49 CFR Sec. 40.63(c) of the DOT regulations) for a pre-employment test is not deemed to have refused to test;
- d. In the case of a directly observed or monitored collection in a drug test, failure to permit the observation or monitoring of the employee's provision of a specimen;
- e. Failed to provide a sufficient amount of urine when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure;
- f. Failed or declined to take a second test the District, the District's DER, or collector has directed the employee to take;
- g. Failed to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER as part of the shy bladder or shy lung procedures set forth in 49 CFR Sec. 40.193(d) of the DOT regulations. In the case of a pre-

- employment drug test, a covered employee is deemed to have refused to test on this basis only if the pre-employment test is conducted following a contingent offer of employment;
- h. Refused to allow collection of specimens for drug and/or alcohol testing by a treating medical facility during the course of treatment following an "accident" requiring post-accident testing, or refused to allow the District access to medical records containing the results of such tests, or any attempt by an employee to block the release of such specimens or medical records;
 - i. Failed to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process); or
 - j. Is reported by the MRO as having a submitted or attempted to submit a verified adulterated, diluted, or otherwise altered or substituted specimen.

Any driver who has a verified positive controlled substances result, an alcohol concentration of 0.04 or greater, or refuses to submit to a test must also be evaluated by a Substance Abuse Professional at his/her own expense, even if the employee is terminated by the District, before obtaining a DOT-covered commercial driver position.

Drug & Alcohol Intervention

There are many good reasons why you should be concerned if any of your coworkers are using drugs or alcohol on the job including, but not limited to:

1. Your health and safety may be at risk.
2. Alcohol misuse and drug use costs you money.
3. Alcohol misuse and drug use creates a negative work environment.

If drinking or using drugs affects your work life, it could lead to job loss and all of the financial problems that could follow. Please contact Human Resources, or encourage a coworker to do so, if you suspect a problem.

Signs and Symptoms of Alcohol and/or Drug Abuse

Any one or more of the following signs may indicate a drinking or drug problem:

- Family or social problems caused by drinking or drug use.
- Job or financial difficulties related to drinking or drug use.
- Loss of consistent ability to control drinking or drug use.
- "Blackouts" or the inability to remember what happened while drinking or taking drugs.
- Distressing physical and/or psychological reactions if you try to stop drinking or taking drugs.
- A need to drink increasing amounts of alcohol to get the desired effect.
- Marked changes in behavior or personality when drinking or taking drugs.
- Getting drunk or high frequently.
- Injuring yourself - or someone else - while intoxicated or high.
- Breaking the law while intoxicated or high.
- Starting the day with a drink or drugs.

Available Resources for Resolving Problems Associated with Alcohol or Drug Abuse

Outpatient programs exist in a variety of settings:

1. Community mental health centers.
2. Family service agencies.
3. Private physicians and therapists' offices.
4. Occupational settings.
5. Specialized alcoholism/drug addiction treatment facilities.

Inpatient services, designed for those with more serious alcohol or drug addiction problems, can be found in hospitals, residential care facilities, community halfway houses, and some clinics.

An internet-based search will list helpful referral organizations such as (none of which are specifically recommended by the District; treatment decisions are highly personal and made by the employee and their family):

U.S. Dept. of Health & Human Services Substance Abuse and Mental Health Services Administration:	1-800-HELP (4357)
Alcoholics Anonymous	1-800-344-2666
M.A.D.D.	1-800-438-6233
AL-ANON Family Group Headquarters	1-800-356-9996

Additionally, an Internet search will identify the names and locations of treatment centers. Also, the United Way, offers many confidential services at no charge. Any costs of outside services are, however, the employee's responsibility.

Employee Assistance Program

The District maintains an Employee Assistance Program (EAP) that may offer services or referrals for employees and their family members who suffer from alcohol or drug abuse problems. Any questions concerning the EAP program can be directed to the District's DER.

Seeking Voluntary Assistance

Any employee who has not previously tested positive for drug and alcohol use and has not yet entered a drug and/or alcohol abuse rehabilitation program, may seek assistance for drug and/or alcohol problems before they lead to disciplinary actions, provided that:

1. The employee does not self-identify in order to avoid testing under the requirements of this Policy;
2. The employee makes the admission of alcohol misuse or controlled substances use prior to performing a safety sensitive function (i.e., prior to reporting for duty); and
3. The employee does not perform a safety sensitive function until the District is satisfied that the employee has been evaluated and has successfully completed education or treatment requirements in accordance with the requirements set forth below.

No employee will be discharged, disciplined, or discriminated against solely upon that employee's voluntarily seeking treatment for a drug and/or alcohol problem if the employee has not previously tested positive for drug use, entered an employee assistance program for alcohol- or drug-related problems, or entered an alcohol and drug rehabilitation program.

Employees may not continue to work in safety sensitive positions or otherwise while seeking voluntary treatment, but may be granted leave without pay with a conditional return to work upon successful completion of an educational or treatment program, as determined by a drug and alcohol abuse evaluation expert, i.e., employee assistance professional, substance abuse professional, or qualified drug and alcohol counselor. An employee returning to work from voluntary treatment shall undergo a return to duty test with a result indicating an alcohol concentration of less than 0.02; and/or a verified negative test result for controlled substances use. For up to two years, a series of periodic non-DOT follow-up drug and/or alcohol tests will be administered after the employee returns to work under the District's general Drug Free Workplace policy.

[In compliance with applicable federal regulations, voluntary assistance sought under this section of the policy is not reported to the Clearinghouse.](#)

Confidentiality

All written reports and related information received by the District, laboratories, employee leasing programs, drug and/or alcohol rehabilitation programs and their agents will be held in strict confidence and will not be disclosed except in accordance with the applicable federal, state, and/or local laws and regulations. Any other release of this information will be allowed only with the tested individual's consent. If an employee initiates a grievance, hearing, lawsuit or other action as a result of a violation of these rules, the District may release relevant information to its legal counsel and the decision maker in said action.

The employer or its Service Agent shall maintain the records for a period of up to five years in accordance with the requirements of the DOT regulations in 49 CFR §382.401(b), as well as the applicable retention period under Florida's public records laws, and these records will be provided to the following agencies and/or individuals under the following circumstances:

1. An employee is entitled, upon written request, to obtain copies of any records pertaining to the employee's use of alcohol or controlled substances, including any records pertaining to his or her alcohol or controlled substances tests. The District will also release information regarding an employee's records as directed by the specific written consent of the employee authorizing release of the information to an identified person. Release of such information by the person receiving the information is permitted only in accordance with the terms of the employee's specific written consent as outlined in the DOT regulations in 49 CFR § 40.321(b);
2. To the decision maker in a lawsuit, grievance, or administrative proceeding initiated by or on behalf of the employee, and arising from a positive drug or alcohol test or a refusal to test (including, but not limited to, adulterated or substituted test results) or this Policy (including, but not limited to, a worker's compensation, unemployment compensation, or other proceeding relating to a benefit sought by the commercial driver). Additionally, an employer may disclose information in criminal or civil actions in accordance with the DOT regulations in 49 CFR § 40.323(a)(2);
3. The National Transportation Safety Board as part of an accident investigation;

4. Secretary of Transportation, any DOT agency, or any State or local officials with regulatory authority over the District or its commercial drivers; or
5. A subsequent employer upon receipt of a written request from a covered employee.

Federal And State Laws And Regulations

Nothing in this Policy shall be presumed to override, amend, or change any requirements of state and/or Federal law. In the event any of the provisions of this Policy conflict with applicable laws and regulations, such laws and regulations will be deemed to control.

All employees will notify the District of any conviction of, plea of guilty or nolo contendere to, any violation of any controlled substance law of United States or any other state for a violation occurring in the workplace no later than five (5) days after such conviction. Failure to report any such conviction within five (5) days shall result in termination of employment.

Drug & Alcohol Testing Policy For DOT-Covered Commercial Drivers

Commercial Driver Certificate of Receipt and Acknowledgement of Policy

I _____, have received a copy of the District's DOT Drug & Alcohol Testing Policy for DOT-Covered Commercial Drivers. I understand and agree that it is a condition of my employment to abide by the Policy at all times and that violations may subject me to immediate termination.

I further understand and agree that this Acknowledgement is not a contract of employment for any specific duration of time and that I or the District may discontinue the employment relationship at any time without notice or cause.

Employee Signature

Date

Employee Printed Name

**DOCUMENTATION OF BASIS FOR REASONABLE SUSPICION TESTING
FOR DOT COVERED COMMERCIAL DRIVERS**

Prepare and sign within **24 hours** of the observed behavior or before the results are released, whichever is earlier. Keep confidential for at least one year.

DRIVER'S NAME		DATE OBSERVED:	
ADDRESS OF INCIDENT		TIME OBSERVED:	
Street _____ City _____ State _____ Zip _____		From _____ a.m. or p.m. To _____ a.m. or p.m.	

Record employee observed behavior for reasonable suspicion for the use of alcohol or controlled substances. Per DOT requirements for reasonable suspicion testing, the employer shall require the driver to submit to a controlled substance or alcohol test if a qualified supervisor or District official who is trained in accordance with §382.603 determines that reasonable suspicion exists.

Reasonable suspicion determined for: <input type="checkbox"/> Alcohol <input type="checkbox"/> Controlled Substances			
Mark items that apply and describe specifics			
APPEARANCE: Normal <input type="checkbox"/> Sleepy <input type="checkbox"/> Tremors <input type="checkbox"/> Clothing <input type="checkbox"/> Cleanliness <input type="checkbox"/> Description:			
BEHAVIOR: Normal <input type="checkbox"/> Erratic <input type="checkbox"/> Irritable <input type="checkbox"/> Inappropriate gaiety <input type="checkbox"/> Mood swings <input type="checkbox"/> Lethargic <input type="checkbox"/> Description:			
SPEECH: Normal <input type="checkbox"/> Slurred <input type="checkbox"/> Incoherent <input type="checkbox"/> Description:			
BODY ODORS: Description:			
INDICATIONS OF THE CHRONIC AND WITHDRAWAL EFFECTS OF CONTROLLED SUBSTANCES: <input type="checkbox"/> Yes <input type="checkbox"/> No Explain:			
OTHER OBSERVATIONS FOR REASONABLE SUSPICION: Explain:			
<u>WITNESSED BY:</u>			
			a.m./p.m.
Signature	Title	Preparation Date	Time
			a.m./p.m.
Signature	Title	Preparation Date	Time
The alcohol test must be administered within two (2) hours, but no more than eight (8) hours following a reasonable suspicion determination.			
<u>EMPLOYEE'S ACKNOWLEDGMENT AND CONSENT:</u>			
I acknowledge that I have been informed of the District's reasons for requesting this drug and/or alcohol testing and consent to the testing.			
Employee Signature		Date	

IMPORTANT INFORMATION FOR DOT-COVERED COMMERCIAL DRIVERS

(It is required that this information be posted for all employees)

<p><u>Notice to Applicants and Employees</u></p> <p>PRE-EMPLOYMENT AND OTHER REQUIRED DRUG TESTING IS FOR THE FOLLOWING FIVE DRUGS:</p> <ul style="list-style-type: none">• Marijuana• Cocaine• Opioids• Amphetamines• Phencyclidine (PCP)• MDMA• 6-Acetylmorphine <p>Reasonable suspicion and post-accident testing:</p> <ul style="list-style-type: none">• Above Drugs• Breath Alcohol Testing (when suspected for reasonable suspicion) <p>Random testing — above Drugs and Alcohol</p>	<p>DISTRICT DESIGNATED EMPLOYER REPRESENTATIVE (DER) - ALL QUESTIONS REGARDING THE DRUG & ALCOHOL TESTING POLICY</p> <p><u>DER:</u> Human Resources Officer Safety Officer Executive Director</p>
<p>DRUG OR ALCOHOL HOTLINE #'S</p> <p>National Council on Alcoholism and Drug Dependence Hotline Phone: (800) 622-2255 www.ncadd.org</p> <p>Alcohol & Drug Referral Hot Line 1-800-252-6465</p> <p>SUBSTANCE ABUSE PROFESSIONAL (EMPLOYEE MUST BE REFERRED AFTER VIOLATION OF DOT DRUG & ALCOHOL POLICY) – see District's Human Resources intranet page.</p>	<p>IT IS THE POLICY OF THIS DISTRICT THAT THERE IS NO PLACE FOR THOSE WHO USE ILLEGAL DRUGS OR WHO ABUSE LEGITIMATE DRUGS OR WHO HAVE BECOME DEPENDENT UPON ANY CHEMICAL SUBSTANCE INCLUDING ALCOHOL.</p> <p>THIS DISTRICT INTENDS TO BE IN COMPLIANCE WITH THE DOT REGULATIONS CONCERNING DRUG ABUSE AND ALCOHOL MISUSE, WHICH INCLUDES A PROGRAM OF URINALYSIS TESTING FOR ILLICIT DRUG USE.</p> <p>EMPLOYEES WHO HAVE A CONFIRMED POSITIVE TEST FOR DRUGS OR ALCOHOL ARE SUBJECT TO DISCIPLINARY ACTION UP TO AND INCLUDING TERMINATION.</p>



LOXAHATCHEE RIVER DISTRICT

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D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

TO: GOVERNING BOARD
FROM: D. ALBREY ARRINGTON, Ph.D.
DATE: FEBRUARY 7, 2022
SUBJECT: DRUG-FREE WORKPLACE POLICY

Last month the Board considered revisions to our existing Drug-Free Workplace Policy and remanded the policy back to staff with direction to revise the policy to recognize the value of our employees and potentially offer a second chance for employees that fail a drug or alcohol test for the first time during employment. This month we are back with a revised version of the policy that, we believe, addresses the concerns raised by the Governing Board last month. Specifically, proposed revisions to the policy will:

1. Remove mandatory termination upon first confirmed positive drug and/or alcohol test for employees that have worked for LRD for more than one year. The revised policy allows such employees to maintain employment if they successfully complete these mandatory steps:
 - a. Immediate 5-day suspension without pay;
 - b. Additional 5-day suspension in which employee must use vacation leave, sick leave, or unpaid leave as available in the specified order;
 - c. Mandatory assessment for substance abuse by a qualified professional;
 - d. Complete proscribed treatment for substance abuse; and
 - e. Submit a fitness for duty certification from a qualified professional.
2. A second confirmed positive drug and/or alcohol test will result in termination.

The critical revision from what you reviewed last month is the policy decision that we will allow an employee with one year or more of District service to seek evaluation and treatment following a confirmed positive drug and/or alcohol test. It is likely the employee in this condition would then apply for and be covered under the Family Medical Leave Act (FMLA), which allows employees to take job-protected time away from work for a qualifying reason, such as the employee's own serious medical condition. Pursuant to FMLA, eligible employees are eligible for up to 12-weeks of unpaid medical leave during a 12-month period, and during this 12-week period, the employee is entitled to continued group health plan coverage as if the employee had continued to work. At the conclusion of the leave, the employee generally has a right to return to the same or an equivalent position. The policy also more visibly highlights the ability to seek voluntary assistance without repercussions to encourage employees to seek help before a problem is identified through workplace testing.

James D. Snyder
CHAIRMAN

Gordon M. Boggie
BOARD MEMBER

Stephen B. Rockoff
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

The policy continues to require immediate termination if an employee:


1. Refuses to submit to a required drug and/or alcohol test;
2. Tampered with or adulterates a drug and/or alcohol specimen;
3. Uses, sells, purchases, possesses, solicits, or distributes illegal drugs and/or unauthorized alcoholic beverages on District property or while conducting District business;
4. Has less than one year of service with the District and receives a confirmed positive drug and/or alcohol test; or
5. Has more than one year of service but who receives a second confirmed positive drug and/or alcohol test.

Also, you will note that we have removed the entire section of text under Section P. Educational Material on Substance Abuse. Staff will post similar information to the LRD intranet page, which will allow linking to high-quality external sources of information.

Following this memo is a track changes version of the draft policy that shows revisions made since your discussion last month. Lara Donlon of Torcivia, Donlon, Goddeau & Rubin, P.A. (our HR lawyer) has been very engaged in drafting the proposed revisions. The revised policy is compliant with current regulations. Mr. Shenkman has reviewed and supports the proposed revisions.

The following motion is recommended for approval:

"THAT THE DISTRICT GOVERNING BOARD approves the attached Drug-Free Workplace Policy with an effective date of February 21, 2022."

	LOXAHATCHEE RIVER DISTRICT	Doc No:	LRD-POL-HR-06.00
		Effective Date	TBD
		Revision History:	NA
Author: Albrey Arrington, Lara Donlon, Mike Navicky		Revision No.	0
		Review Date:	1/16/2025
Issuing Department: Human Resources		Page:	Page 1 of 14

DRUG-FREE WORKPLACE POLICY

Recognizing that substance abuse (including alcohol) is a detrimental problem facing society, the District will do the best we can to actively fight this problem. One of the ways we are addressing this problem is by implementing and maintaining a substance abuse policy to ensure the District will be a drug-free workplace.

We understand employees and applicants under a physician's care may be required to use prescription drugs; however, improper use of prescribed medications is also substance abuse and will be dealt with in the same manner as the abuse of prohibited substances. The goal of this policy is to balance our respect for individual privacy with our need to keep a safe, productive, drug-free environment. We encourage those who abuse drugs and/or alcohol to voluntarily seek help. This policy includes an employee assistance program, which allows employees and their families to find help in dealing with alcohol or drug abuse. However, it is the employee's responsibility to seek help before substance abuse leads to disciplinary action.

The District's Standard of Conduct requires that employees of the District shall not violate this policy or possess, distribute, sell, transfer or use alcohol, controlled substances or illegal drugs in the workplace, while on duty, or while operating District owned vehicles or equipment. Any employee determined to be in violation of this policy is subject to disciplinary action, even for the first offense. To maintain this standard, the District shall establish and maintain the program and rules set forth below, under Florida statutes 440.101 and 440.102.

A. Post-Offer Job Applicant Screening

The District will conduct post-offer drug tests designed to prevent the hiring of individuals who use prohibited drugs or abuse prescription medications. If a job applicant refuses to submit to the required drug test, tampers with or adulterates a drug test specimen, or has a confirmed positive drug test result; he/she forfeits his/her eligibility for employment. Job applicants are individuals who have been conditionally offered employment in a Mandatory Testing Position. A Mandatory Testing Position is one that requires the employee to work with heavy or dangerous machinery, work as a safety inspector, work with children, or a job assignment in which a momentary lapse in attention could result in injury or death to another person.

B. Current Employee Screening

The District will conduct drug and/or alcohol screens, as outlined in this policy, to identify employees who use prohibited drugs or abuse alcohol in violation of this policy. It shall be a condition of continued employment that all employees submit to a drug and/or alcohol screen in accordance with the provisions listed below. The District may suspend employees

Authority: Florida statutes 440.101 and 440.102

Date Approved by Governing Board: TBD

without pay, under this policy, pending the results of a drug and/or alcohol test or investigation.

1. Reasonable Suspicion Testing

"Reasonable suspicion testing" means drug and/or alcohol testing based on an employer's belief that an employee is using or has used drugs in violation of this policy, drawn from specific visual or verbal facts that would lead a reasonable person, without any medical training but normal life experiences, to conclude the possibility of drug and/or alcohol use.

Whenever possible, the supervisor who is suspicious of an employee's behavior should have the suspicious behavior confirmed by another supervisor or manager before requiring the employee to be tested. Employees who refuse to be tested will be terminated.

If there is reasonable suspicion that an employee is under the influence of drugs and/or alcohol, the employee will be required to undergo drug and/or alcohol testing at a laboratory chosen by the District. The supervisor must promptly document the basis for the reasonable suspicion.

Occurrences that may be indicators of substance abuse and are considered grounds for reasonable suspicion are:

- a. Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
- b. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
- c. A report of drug use, provided by a reliable and credible source.
- d. Evidence that an individual has tampered with a drug test during his employment with the current employer.
- e. Information that an employee has caused, contributed to, or been involved in an accident while at work.
- f. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.

If an employee is arrested for or convicted of a drug-related crime, the District will investigate the circumstances, and District officials may utilize the drug-testing procedure if cause is established by the investigation. An arrest for a drug-related crime constitutes reasonable suspicion of drug use under this policy. As a condition of employment, an employee must notify Human Resources or the Safety Compliance Officer of any criminal drug statute arrest or conviction within five (5) days of such arrest or conviction.

2. Accident and Injury Procedures

Any employee involved in a work-related accident, which requires medical treatment, above and beyond first aid, must first receive treatment. The employee must then submit to a post-accident drug screen. A post-accident alcohol test may apply. The employee will be transported to the designated collection site as soon as possible after the accident,

if the drug and/or alcohol collection is not performed following treatment. Failure by the employee to submit to a test within 8 hours will be considered a refusal to test, resulting in immediate termination.

3. Routine Fitness-for-duty

The District must require an employee to submit to a drug test IF the test is conducted as part of a routinely scheduled employee fitness-for-duty medical examination that is part of the District's established policy OR that is scheduled routinely for all members of an employment classification or group. Employees subject to any routine fitness-for-duty testing will be notified in writing and given an initial 60-day notification of implementation and will be required to sign a routine fitness-for-duty consent form.

4. Return to work and Follow-up drug testing

If an employee in the course of employment voluntarily enters an employee assistance program for drug-related problems, or an alcohol/drug rehabilitation program, the District must require the employee to submit to a drug and/or alcohol test as a follow-up to such program.

Employees who have been employed by the District for one (1) year or more and who receive a positive confirmed drug and/or alcohol test are required by the District to enter into an employee assistance program, or an alcohol/drug rehabilitation program, and, upon returning to work must submit to a drug and/or alcohol test as a follow-up to such program.

Follow-up testing must be conducted at least once a year for a two (2) year period after completion of the program and may be conducted more frequently. Advanced notice of a follow-up testing date must not be given to the employee to be tested.

5. Random Testing

The District may conduct random drug testing, as stated in Florida Statutes 440.102 for employees holding Mandatory Testing Positions. If the District decides to implement random testing, all employees will receive an initial 60-day notification of implementation. A third-party company designated by the District will generate a computerized random list of employees who would be required to submit to a random drug screen. When an employee holding a Mandatory Testing Position is chosen for a random drug screen, their name automatically returns to the pool for future random tests.

C. Basis for Discipline or Termination

1. Drug Use and Alcohol Abuse

Any employee using, selling, purchasing, possessing, soliciting, or distributing illegal drugs and/or unauthorized alcoholic beverages on District property or while conducting District business will be in violation of this policy, resulting in immediate termination of employment.

Any employee with less than one (1) year of service with the District who has a confirmed positive drug and/or alcohol test, or an employee with one (1) year or more of service with the District who previously received a confirmed positive drug and/or alcohol test, will be ~~subject to immediate termination~~ terminated.

Any employee with one (1) year or more of service with the District who has a confirmed positive drug and/or alcohol test, and who has not previously received a confirmed positive drug and/or alcohol test, will:

- Be suspended without pay for five (5) work days;
- Provide documentation to Human Resources no later than the 4th day of suspension without pay that the employee has sought and received an initial evaluation for substance abuse treatment (from a licensed therapist, psychologist, psychiatrist, or licensed drug and alcohol counselor) and that the employee has enrolled in and/or committed to the recommended treatment program;
- Use vacation leave, sick leave, or unpaid leave as available in the specified order for the next five (5) workdays;
- Submit a Certification of Health Care Provider for FMLA leave, if applicable, to Human Resources no later than the 15th calendar day after receiving the positive confirmed drug and/or alcohol test; and
- Upon return to work, submit a fitness for duty certification indicating successful compliance with all recommended education and/or treatment programs and submit to follow-up testing.

Any employee who has a confirmed positive drug and/or alcohol test may forfeit eligibility for medical and indemnity benefits under Florida's Workers' Compensation Law and may also forfeit unemployment benefits, under Florida law.

Table of Positive Drug Levels		
Drug to be tested for:		
Drug	Initial	Confirmation
Alcohol (blood)	0.04 g/dL	0.04 g/dL
Amphetamines	1,000 ng/ml	500 ng/ml
Cannabinoids	50 ng/ml	15 ng/ml
Barbiturates	300 ng/ml	150 ng/ml
Benzodiazepines	300 ng/ml	150 ng/ml
Cocaine	300 ng/ml	150 ng/ml
Methaqualone	300 ng/ml	150 ng/ml
Opiates	2000 ng/ml	2000 ng/ml
Phencylidine	25 ng/ml	25 ng/ml
Propoxyphene	300 ng/ml	150 ng/ml

2. Refusal to Test

Any employee who refuses to submit to a required drug and/or alcohol test will be subject to immediate termination of employment. A tampered with or an adulterated drug and/or alcohol specimen, will be considered a refusal to test, resulting in termination of employment. Any employee who refuses to test, tampers with or adulterates a drug and/or alcohol specimen, will automatically forfeit eligibility for

medical and indemnity benefits under Florida's Worker's Compensation Law and will also forfeit unemployment benefits under Florida law.

D. Confidentiality

All information, interviews, reports, statement memoranda, and drug test results, written or otherwise, received by the employer through a drug testing program are confidential communications and may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings, except in accordance with Florida's Drug Free Workplace Act or, in determining compensability under the workers' compensation or unemployment benefit laws.

The District, testing laboratories, employee assistance programs, drug and alcohol rehabilitation programs, and their agents who receive or have access to information concerning drug test results shall keep all information confidential. Release of such information under any other circumstances shall be solely pursuant to a written consent form signed voluntarily by the person tested, unless such release is compelled by a hearing officer or a court of competent jurisdiction, in pursuant to an appeal taken under this section, or unless deemed appropriate by a professional licensing board in related disciplinary proceedings.

The consent form must contain, at the minimum, the following:

- a. The name of the person authorized to obtain the information.
- b. The signature of the person authorizing release.
- c. The purpose of the disclosure.
- d. The duration of the consent.
- e. The precise information to be disclosed.

Nothing herein shall be construed to prohibit the District, agent of the employer, or laboratory conducting a drug test from having access to employee drug test information when consulting with legal counsel in connection with actions brought under or related to this section or when the information is relevant to the District or its agent(s)'s defense in a civil or administrative matter.

E. Prescription and Non-Prescription Medications

The testing laboratory will provide a standard form for the employee to confidentially report the use of prescription or non-prescription medications to the Medical Review Officer both prior to and after the drug or alcohol test. No prescription drug shall be brought upon District premises by any person other than the person for whom the drug is prescribed by a licensed medical practitioner, and shall be used only in the manner so prescribed. Employees must keep all such prescription medicines in the original container which identifies the date of the prescription and the prescribing physician. Employees should report the use of any prescribed medication which may alter the employee's physical or mental ability, prior to commencing work. The District retains the right to change the employee's job assignment during any term of treatment.

F. Drugs To Be Tested For

Over the counter and prescription drugs that could alter or affect the outcome of a drug test:

ALCOHOL: (booze, drink, beer, liquor, wine, moonshine) All liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vick's Nyquil is 10% (20 proof) ethyl alcohol, Comtrex is 20% (40 proof) and Listerine is 26.9% (54 proof).

AMPHETAMINES: (bennies, black beauties, crystal, speed, uppers, crank) Obetrol, Biphedamine, Desoxyn, Dexedrine, Direx.

CANNABINOIDS: (marijuana, hashish, maryjane, grass, reefer, pot, dope, etc.) Marinol (Dronabinol, TEC).

COCAINE: (coke, crack, blow, nose candy, toot, snow) Cocaine HCl topical solution (Roxanne)

PHENCYCLIDINE: (PCP, angel dust) Not legal by prescription.

METHAQUALONE: (ludes, qualude, optimil, parest) Not legal by prescription.

OPIATES: (heroin, horse, smack, powder) Paregoric, Prepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guituss AC, Novahistine DM, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine and sulfate), Percodan, Vicodin, etc.

BARBITURATES: (barbs, rainbows, downers, golfballs, reds, blues) Penobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butabital, Phrenilin, Triad, etc.

BENZODIAZEPINES: Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril, Centrax.

METHADONE: Dolphine, Methadose

PROPOXYPHENE: Darvocet, Darvon N, Dolene, etc.

The District will test for the minimum of drugs which is described as a five (5) panel test (amphetamines, opiates, cocaine, pcg, cannabinoids), but is allowed to test up to all 10 drugs and alcohol, as listed above.

G. Challenge to Test Results

Within five working days after receiving notice of positive, confirmed test result, the employee or job applicant may submit information to the Medical Review Officer explaining or contesting the test results. If the employee's explanation or challenge of the positive test result is unsatisfactory to the employer, the employee must be notified within fifteen days, in writing, that the explanation is unsatisfactory and be given a copy of the positive test results along with the name and address of the laboratory. All documentation must be kept confidential by the employer and retained by the employer for at least one year.

An employee or job applicant may undertake a challenge to the test result pursuant to law or to rules adopted by the Agency for Health Care Administration.

H. Employee's Responsibility

When an employee undertakes a challenge, it shall be the employee's responsibility to notify the laboratory. Employees are solely responsible for all costs associated with any challenge.

I. Laboratory Assistance

The Medical Review Officer shall provide clinical/technical assistance to the employee for the purpose of interpreting positive, confirmed test results. Additionally, employees and job applicants have the right to consult the laboratory for technical information regarding prescription or non-prescription medication.

J. Employee Protection

The employer promptly shall detail in writing the circumstances leading to a determination of reasonable suspicion of drug and/or alcohol abuse to warrant the testing. A copy of this documentation shall be given to the employee upon request and the original documentation shall be kept and retained confidentially by the employer for at least one (1) year.

During the 180-day period after written notification of a positive test result, the employee or job applicant who has provided the specimen shall be permitted by the employer to have a portion of the specimen re-tested at the employee's expense. Such re-testing shall be done at another AHCA licensed or NIDA approved laboratory chosen by the employee or job applicant. The second laboratory must test for equal or greater sensitivity for the drug in question. The first laboratory is responsible for the transfer of the portion of the sample to be re-tested, and for the integrity of the chain-of-custody during the transfer.

K. Seeking Voluntary Assistance

The District may not discharge, discipline, or discriminate against an employee solely on the employee's voluntary seeking of treatment while employed by the District for a substance abuse related problem, if the employee has not previously tested positive for the drug, entered an employee assistance program for substance abuse related problems, or entered a substance abuse rehabilitation program. Seeking treatment after being directed to submit to a drug test is not "voluntary."

Employees who are also covered by the Drug & Alcohol Testing Policy for DOT-Covered Commercial Drivers ("DOT policy") may seek assistance under the terms of that policy. In compliance with applicable federal regulations, voluntary assistance sought by these employees under the DOT policy are not reported to the Clearinghouse.

KL. Investigation

To ensure that prohibited drugs and alcohol do not enter or affect the workplace, the District reserves the right to search all vehicles, containers, lockers, or other items on District property in furtherance of this policy and in accordance with applicable law. Individuals may be requested to display personal property for visual inspection upon the District's request. Searches will be conducted only where the District has reason to believe that the employee has violated this policy. Failure to consent to a search or display personal property for visual inspection may be grounds for discharge or denial of access to the District's premises. Searches of an employee's personal property will take place only in the employee's presence. All searches under this policy will occur with the utmost discretion and consideration for the employee involved. Individuals may be required to empty their pockets, but under no circumstances will an employee be required to remove articles of clothing or be physically searched. The District reserves the right to cooperate with or enlist the services of proper law enforcement authorities during any investigation.

LM. Interaction with DOT-Covered Employees

All District employees are subject to this policy. Additionally, those who qualify as Commercial Motor Vehicle Drivers, e.g., that utilize a CDL for District Purposes, are also and separately subject to the District's Drug & Alcohol Testing Policy For DOT-Covered Commercial Drivers (["DOT policy"](#)).

MN. AHCA (Agency for Health Care Administration) Certified Testing Laboratories and MRO

The District uses only AHCA certified testing laboratories and AAMRO Certified Medical Review Officers. For information concerning laboratories and medical review officer services please contact:

Total Compliance Network/South Atlantic Testing Services; address: 5440 NW 33rd Avenue, Suite 106, Ft. Lauderdale, FL 33309; telephone: (954) 677-1200.

NO. Employer Protection

This policy supersedes any information provided to applicants and/or employees, either written or oral. The District reserves the right to change provisions of this policy and testing program at any time in the future.

OP. Drug Referral Services and Support Groups Nationwide:

National Drug & Alcohol Treatment and Referral Hot-line: 1-800-662-4357, Confidential information on treatment, self-, and support programs for drug users.

State of Florida:

Operation Par (Par Outpatient Counseling) 10901-C Roosevelt Boulevard, Suite 1000 St. Petersburg, Florida 33716 (813) 577-5812	Sarasota Memorial Hospital 1700 S. Tamiami Trail Sarasota, Florida 34239-3555 (813) 953-1783	Southwest Fl. Addiction Services 2101 McGregor Blvd. Fort Myers, Florida 33901 (813) 337-4411
Tri-County Addictions Rehabilitation 1831 N. Crystal Lake Drive Lakeland, Florida 33803 (813) 667-0333	Tampa Metro Treatment Center 5202 East Busch Blvd. Tampa, Florida 33617 (813) 980-3260	Alcohol & Drug Abuse (S.D.A.P) 451 Riverside Drive Stuart, Florida 34994 (407) 286-8933
Central Fl. Substance Abuse 1048 A. Dixon Blvd. Cocoa, Florida 32922 (407) 631-4578	Columbia Lawnwood Pavillion 1870 North Lawnwood Circle Fort Pierce, Florida 34950 (561) 466-1500	Savannas Hospital 2550 S.E. Walton Road Port St. Lucie, Florida 34952 (561) 335-0400
Charter Counseling Center of Brooksville 12120 Cortez Blvd. Brooksville, Florida 34613 (352) 596-4420	Center for Life Enrichment 11820 Beach Blvd. Jacksonville, Florida (904) 642-6680	Charter Woods Counseling Center 700 W. 23 rd . Street, Suite 54 Panama City, Florida 32405 (904) 769-3252

Care Center for Mental Health 1205 4 th . Street Key West, Florida 33040 (305) 292-6843	Transitions 1928 N.E. 154 th . Street N. Miami Beach, Florida 33162 (800) 626-1980	Beachcomber 4493 N. Ocean Blvd. Delray Beach, Florida 33483 (561) 734-1818
Fort Lauderdale Hospital 1601 East Las Olas Blvd. Fort Lauderdale, Florida 33301 (954) 463-4321	Mental Health Assoc. of Central Fl. 608 Mariposta Street Orlando, Florida 32801 (407) 843-1563	Lake Wales Drug Awareness Council P.O. Box 7432 Lake Wales, Florida 33859-2432 (813) 676-1949
Life Stress Behavioral Center P.O. Box 491000 Leesburg, Florida 34719-1000 (352) 787-9178	Bowling Green Treatment Center 2727 Capital Medical Blvd. Tallahassee, Florida 32301 (800) 243-9007	Columbia Behavioral Health Center 3130 S.W. 27 th . Avenue Ocala, Florida 32674 (352) 237-7293

~~P. Educational Material On Substance Abuse~~

~~WHAT IS SUBSTANCE ABUSE?~~

~~Substance abuse is the harmful and dangerous use of alcohol and/or other drugs. It affects all types of workers; male and female, young and old, production workers, executives, supervisors, clerical workers, and maintenance personnel. Anyone can have a substance abuse problem. It can be prevented or treated by Substance Abuse Professionals. Alcohol and drugs may give the illusion of freeing you from the fears, responsibilities, and petty hassles of everyday life. It can destroy you physically and mentally. Most people abuse drugs and alcohol as an escape from other problems such as family problems, low self-esteem, financial worries, and/or feelings of inadequacy.~~

~~Many individuals enjoy an occasional social drink or take legal drugs under a doctor's supervision. That is okay as long as we don't overdo it and misuse the substances. Various people handle alcohol in different ways. It isn't necessarily how much you drink, it's what happens when you drink; how it affects your life and those around you. Besides harming your body and mind, most abused drugs are illegal. Buying and using them could result in arrest, fines, or even jail! Hiding behind drugs or alcohol could lead to the biggest mistake of your life. Everyone pays for substance abuse. Abusers often have legal or health problems, conflicts at home, accidents on and off the job. Substance abuse is a major factor in half of all divorces. It contributes to domestic violence, child abuse, and sexual abuse. Working with substance abusers can be unpleasant and dangerous. Substance abuse destroys work performance, resulting in reduced productivity, motivation, quality of work, and increased employee theft.~~

~~It is never too soon or too late to change a substance abuse problem. If you suspect that you have a problem, don't think that it will go away if you ignore it. It will only get worse. The first thing you must do is accept the fact that abusing drugs and/or alcohol is like playing with fire—it can and will destroy the lives of people just like you every day. Pushing yourself to the limit with drugs and/or alcohol may destroy all that you hope to be. Talk to a close~~

friend about your problem, if your friends tell you that you have a problem, listen to them and take action to get help. Sometimes it's not easy to see ourselves clearly.

The District maintains an employee assistance programs (EAP) through which you may get professional help. Contact Human Resources for information about our employee assistance program. These programs are voluntary and confidential.

THE MOST ABUSED SUBSTANCES AND THEIR EFFECTS ARE:

ALCOHOL—Alcohol is legal and inexpensive to use. Because it is an accepted part of many occasions, it's hard to recognize when you cross the invisible line from social drinking to abusive drinking. The following check list may help you determine if you have a drinking problem. Do you lose time from work due to drinking? Want to drink in the morning? Have trouble sleeping? Drink to feel more confident or outgoing? Feel easily frustrated? Find you are overanxious or oversensitive? Blame others for your problems? Drink alone? Let family or job responsibilities slide? Forget what happened when you're drinking? Find you have lost weight? Find your mind is not working quickly? Have violent mood swings? If you drink regularly, answering "yes" to any of these questions could indicate that you have a drinking problem. Admitting that you have a problem is the first step. The best place to start solving it is by contacting Alcoholics Anonymous. An AA group is as close as your phone book. Alcohol is a central nervous system depressant and is the most widely abused drug. About half of all auto accidents fatalities in this country are related to alcohol abuse.

A 12-ounce can of beer, a 5-ounce glass of wine and a 1-1/2 ounce shot of hard liquor all contain about the same amount of alcohol. Coffee, cold showers and exercise do not quicken sobriety. Each one half ounce of alcohol takes the average body about one hour to process. Alcohol first acts on those parts of the brain that affect self-control and other learned behaviors. Low self-control often leads to the aggressive behavior associated with some people who drink. In large doses, alcohol can dull sensation and impair muscular coordination, memory and judgment. Taken in larger quantities over a long period of time alcohol damages the liver and heart and can cause permanent brain damage. On the average, heavy drinkers shorten their life span by about ten years.

Other Effects: greatly impaired driving ability; reduced coordination and reflex action; impaired vision and judgment; inability to divide attention; lowering inhibitions; overindulgence (hangover) can cause headaches, nausea, dehydration, unclear thinking, unsettled digestion and/or aching muscles.

MARIJUANA—Marijuana is also known as "grass", "pot", "weed", "Mary Jane", "herb", "a joint" and "a roach", among the other street names. While alcohol dissipates in a matter of hours, marijuana can stay in the body for 28 days. Marijuana alters sense of time and reduces the ability to perform tasks requiring concentration, swift reactions and coordination. The drug has a significant effect on judgment, caution, and sensory/motor abilities.

Other Effects: increased pulse rate and blood pressure; rapidly changing emotions and erratic behavior; altered sense of identity; impaired memory; dulling of attention; hallucinations, fantasies and paranoia; reduction or temporary loss of fertility.

COCAINE—is a stimulant drug, which increases heart rate and blood pressure. As a powder, Cocaine is inhaled (snorted), ingested, or injected. It is known as “coke”, “snow”, “nose candy” and “white lady”. Cocaine is also used in a free base form known as “crack” or “the rock” which is smoked. It acquired its name from the popping sound heard when it is heated. Fact: Many people think that because crack is smoked, it is “safer” than other forms of cocaine use. It is not. Crack cocaine is one of the most addictive substances known today. The crack “high” is reached in 4-6 seconds and last about 15 minutes. The most dangerous effects of crack is that it can cause vomiting, rapid heartbeat, tremors and convulsive movements. All of this muscle activity increases the demand for oxygen, which can result in a cocaine-induced heart attack. Since the heart regulating center in the brain is also disrupted, dangerously high body temperatures can occur. With high doses, brain functioning, breathing and heartbeat are depressed leading to death.

Other Effects: impaired driving ability; anxiety; reduced sense of humor; accelerated pulse; blood pressure and respiration mood swings; heightened, but momentary, feeling of confidence, strength and endurance; paranoia, which can trigger mental disorders in users prone to mental instability; repeated sniffing/snorting results in irritation of the nostrils and nasal membrane; compulsive behavior such as teeth grinding or repeated hand washing

AMPHETAMINES—are drugs that stimulate the central nervous system and promote a feeling of alertness and an increase in speech and general activity. Some common street names for amphetamines are “speed”, “uppers”, “black beauties”, “bennies”, “wake ups”, “football” and “dexies.” People with a history of sustained low dose use quite often become dependent and believe they need the drug to get by. These users frequently keep taking amphetamines to avoid the down mood they experience when the high wears off. Even small, infrequent doses can produce toxic effects in some people. Restlessness, anxiety, mood swings, panic, heartbeat disturbances, paranoid thoughts, hallucinations, convulsions and coma have been reported.

Other Effects: loss of appetite; irritability, anxiety, apprehension; increased heart rate and blood pressure; difficulty in focusing eyes; exaggerated reflexes; distorted thinking; perspiration, headaches and dizziness; short term insomnia.

OPIATES—Opiates, including heroin, morphine, and codeine, are narcotics used to relieve pain and induce sleep. Common street names are “horse”, “hard stuff”, “M”, “brown sugar”, “Harry” and “Mr. H”. Heroin, also called “junk”, or “smack”, accounts for 90% of the narcotic abuse in this country. Sometimes narcotics found in medicines are abused. This includes pain relievers containing opium and cough syrups containing codeine. Heroin is illegal and cannot legally be obtained with a physician’s prescription. Most medical problems are caused by the uncertain dosage level, use of unsterile needles, contamination of the drug, or combination of a narcotic with other drugs. These dangers depend on the specific drug, its source and the way it is used.

Other Effects: reduced vision, impaired driving ability; change in sleeping habits, drowsiness followed by sleep; constipation, decreased physical ability; short-lived state of euphoria, possible death

PHENCYCLIDINE (PCP)—also called “angel dust”, “rocket fuel”, “super kools” and “killer weed” was developed as a surgical anesthetic in late 1950’s. Later due to its unusual

side effects in humans, it was restricted to use as a veterinary anesthetic and tranquilizer. PCP is a very dangerous drug. It can produce violent and bizarre behavior even in people not otherwise prone to such behavior. More people die from accidents caused by erratic and unpredictable behavior produced by the drug than from the drug's direct effect on the body. PCP scrambles the brain's internal stimuli and alters how users see and deal with their environment. Routine activities like driving and walking become very difficult. Low doses of PCP produce a rush, sometimes associated with a feeling of numbness. Increased doses produce an excited, confused state including any of the following: muscle rigidity, loss of concentration and memory, visual disturbances, delirium, feelings of isolation and convulsions.

Other Effects: impaired driving ability; drowsiness; thick, slurred speech; blank stare; involuntary eye movement; perspiration; repetitive speech patterns; incomplete verbal responses.

COMBINATIONS OF DRUGS—The number of drug variations that can be made, mixed and distributed is almost unlimited. Combining drugs makes physical and mental effects unpredictable and often much more severe than if the same drugs were taken separately. Combining alcohol with depressants, cocaine, marijuana, and other drugs can be especially dangerous.

DRUGFREE WORKPLACE EMPLOYMENT ACKNOWLEDGMENT AGREEMENT

I hereby acknowledge that I have received the District's Drug Free Workplace policy, which includes employee assistance information, a listing of drugs being tested for, common over-the-counter medications which may alter a drug test and educational material on substance abuse.

I freely and voluntarily agree and realize that as part of my employment, I may be subjected to future drug and/or alcohol screens for post-accident, reasonable suspicion, routine fitness-for-duty, return to work, follow-up, and/or random testing at The District's discretion. I understand that a refusal to submit to a blood, urinalysis, hair and/or breath test will result in immediate termination from employment. I understand that a tampered or an adulterated drug and/or alcohol specimen will be considered a refusal to test, resulting in immediate termination. I understand that a confirmed positive drug and/or alcohol test will result in immediate termination of employment for employees who have less than one (1) year of service with the District or who have previously received a confirmed positive drug and/or alcohol test. I understand that employees with one (1) or more years of service who have not previously received a confirmed positive drug and/or alcohol test shall be suspended for five (5) work days without pay, plus five (5) work days of leave using vacation leave, sick leave, or unpaid leave as available in the specified order, be required to obtain assessment and treatment for substance abuse as specified in this policy, but if I am able to successfully complete substance abuse treatment at my expense, and if a job is still available, I may be given one chance to be rehired, upon a negative return to work drug and/or alcohol test and may return to work subject to the Follow-Up testing requirements and submitting a fitness for duty certification. I understand that I will be subject to the District's rehabilitation agreement, and I will undergo random follow-up drug and/or alcohol tests for a period of 2 years. I understand that a confirmed positive drug and/or alcohol follow-up test or any violation of the rehabilitation agreement will result in termination of employment. I understand that the District reserves the right not to offer employment to a former employee who was terminated in violation of this policy, even if a job is available.

I agree to voluntarily submit to a blood, urinalysis, hair and/or breath test for drug or alcohol use as part of my ongoing employment, and I release my employer from any liability resulting from my participation in such a screening. I understand that if I am injured during the course and scope of my employment and I test positive for the presence of alcohol and/or drugs, I may forfeit my eligibility for medical and indemnity benefits under Florida's workers' compensation law. I also understand that a refusal to test under this circumstance will automatically result in forfeiture of my eligibility for medical and indemnity benefits and immediate termination from employment. I understand that a confirmed positive drug and/or alcohol test, a tampered with or an adulterated specimen or a refusal to test may result in forfeiture of unemployment benefits under Florida law.

I hereby give my consent to release the results of my drug or alcohol test to the person(s) or department(s) or the specified agent of my employer, including my employer's Workers' Compensation Insurance Company, for the purpose of determining the presence of alcohol and/or other drugs in my body for the duration of my employment. By signing this form, I hereby release to the District and/or the District's Medical Review Officer the results of the test(s) to which I have consented. I further authorize the District to discuss the results with medical personnel physician collecting the specimen, the testing facility, its directors, officers, agents, and employees responsible for administering the aforementioned test(s) or evaluating the results

thereof and any of them herein. I also authorize the District to discuss the results with its legal advisors and to use the test results as a defense to any legal action to which I am a party. I further release any testing facility or any physicians who have tested me from any liability arising from a release of any and all results, written reports, medical records, and data concerning my test(s) to the appropriate Employer officials. I agree to have the results released to the District and/or the District's Medical Review Officer.

I also understand that the Drug-Free Workplace Policy and related documents are not intended to constitute a contract between this employer and myself.

As an employee, I understand and agree to abide by the District's Drug-Free Workplace Policy, under Florida statute 440.101 and 440.102, and have received a written 60-day notification of this program, if applicable.

Applicant Signature

Print Name

Date

As a job applicant for a Mandatory Testing Position, I freely and voluntarily agree to a drug screen as part of my application for employment and I understand that a refusal to test, a positive confirmed drug test or a tampered with or an adulterated specimen will disqualify me from employment, even if I have started work pending the results of the drug test. I understand I am still completing the application process and will not officially be an employee until the District receives a negative pre-employment drug test result. If I am employed by the District, I understand and agree to abide by the Drug-Free Workplace Policy, under Florida statute 440.101 and 440.102, as stated above, [which may include random testing in the future](#).

Applicant Signature

Print Name

Date

LOXAHATCHEE RIVER DISTRICT

Neighborhood Sewering Schedule-Revised February 2020



Rank *	Area Description	# Lots	Activity	Original Target Date	Revised Target Start Date
16	181 st St N Gravity	12	Notified Owners – January 2013 Notice of Intent to Assess – October 2018 Award Construction Contract – January 2021 Preliminary Assess – February 2022	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	2016	2021
	605+607 Military Trl (LP)	2	Notified Owners – June 2020 Notice of Intent – Jan 2021	2022	

Private Road Areas – Page 2

Rank *	Area Description	# Lots	Activity	Original Target Date	Revised Target Start Date
AA	Peninsular Road	4	Private Road Notice of Intent – February 2010 Partial construction complete - June 2013 Soliciting easements for remainder of project	2010	AEO
BB	Rivers Edge Road (Martin Co.)	35	Notified Owners – August 2010 Private Road-Easements Solicited –May 2014 Notice of Intent – February 2014 Project Delayed	2013	AEO
CC	171 st Street (Martin Co.)	7	Private Road - In House Design Owners notified October 2012 Easement rec'd from Church – April 2017 Grant received	2014	AEO
CC	Jamaica Dr	11	Private Road Owners notified Oct 2012	2014	AEO
CC	66 th Terr+Way	19	Notified Owners – Aug 2010 *Private Roads Notice of Intent to Assess – February 2015 Statutory Way Provision – March 2021	2014	AEO
D	Loggerhead Park <i>(institutional)</i>	6 ECs	Need Easements from County-No database	2014	AEO
DD	Taylor Road	38	Notified Owners – September 2011 Private Roads	2015	AEO
FF	Rolling Hills	50	Notified Owners – Jan. 2013 - Private HOA Notice of Intent to Assess – October 2019 Award of Contract – December 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
	109+111 Old Jupiter Beach Road (LP)	2	Notified Owners – September 2021	AEO	
	5331 Center Street	1	LRD procedures shared for connection to sewer services	N/A	2022
	18041 69 th Terrace	1	LRD procedures shared for connection to sewer services	N/A	2022

* 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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PALM BEACH GARDENS, FLORIDA 33410
TELEPHONE (561) 822-3939
Curtis@PalmBeachLawyer.Law

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

February 9, 2022

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

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

November 16, 2021 Notice of Lack of Prosecution filed in Palm Beach County.

Dec 2, 2021 Summons served on the District; Attorney Reynolds responded with Motion to Dismiss on December 17, 2021.

January 14, 2022. District's Responses to Plaintiff's Request for Production and Interrogatories was filed.

January 31, 2022. District's Motion to Dismiss denied. District's Answer due by February 20, 2022, being prepared by Attorney Reynolds.

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

NONE

MORTGAGE OR LIEN FORECLOSURES / LRD COUNTERCLAIMS/CROSSCLAIMS

NONE



Loxahatchee River Environmental Control District Monthly Status Report February 4, 2022

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 February 4, 2022.

Olympus Drive Force Main and Low Pressure Sewer Replacement

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

- Substantial completion walkthrough was completed and a punch list was transmitted to Contractor.
- Contractor completed the physical work noted on the punch list and started transmittal of close out documents.

Alternate A1A 24-Inch Force Main Cleaning & Inspection

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

- B&W received the final documents from Contractor on Wednesday, February 2, 2022.
- Final pay application will be processed and transmitted to the District week of February 7, 2022 to close out the project.

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

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

- Project Re-Mobilization date, due to nesting bald eagles, is June 1, 2022.

Lift Station Fall Protection Improvements

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

- The Contractor has received delivery of fall protection grates up to Group 8.
- Installation of Group 2 fall protection grates completed and Groups 2, 3 & 4 are 80% complete.
- Installation of Groups 5, 6 & 7 in progress.
- Approximately seventy-two (72) lift stations have been completed to date. Final Inspections of the work are being conducted as each lift station is completed.
- Contractor anticipates delivery of Groups 9 & 10 within the next 30 days.
- Contractor is taking extra steps to speed up installations such as increased hours, Saturday work and additional crews when available.
- The grate supplier (Halliday) has sent the Contractor a letter stating that delivery of Group 11 grates will be delayed from February to April 2022.



Respectfully Submitted by:

BAXTER & WOODMAN, INC.

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

February 3, 2022

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:

The following activities were conducted in the month of January 2022 for the MLS Bypass Study:

1. Development of Bypass model scenario, where the new pipeline route was drafted and connected in the model.
2. Conducted the Flow Diversion and Connectivity Assessment by running the Bypass scenario using existing pump station controls and nominal pipe sizes. Documented differences and needs. Simulated a new set of operating controls under the new scenario. 73% of the flow was diverted successfully.
3. Continued the development of project documentation.

Next month's activities will include:

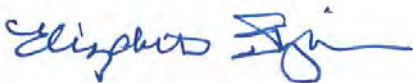
1. Complete Right of Way analysis
2. Develop Opinion of probable cost of bypass alternative
3. Identification of other required system upgrades

Project schedule continues to be managed. Work will be expedited during the month of February to adjust to District needs.

Please let me know if you have any questions.

Sincerely,

CAROLLO ENGINEERS, INC.



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

**Loxahatchee River Environmental Control District
 CMA Project Status Update
 February 2, 2022**

CMA Project/Proposal #	Name	Status
PROPOSALS		
None		
PROJECTS		
494.001	BLM House Demolition and Reconstruction	<ul style="list-style-type: none"> • Conceptual Design Memorandum and building layout options approved by Board 10/21/21 • Coordination meeting held 11/12/21 • 90% design, specifications and cost estimate submitted
494.002	2500 Jupiter Park Drive Conceptual Site Planning	<ul style="list-style-type: none"> • Conducted kick off meeting 11/12/21 • Environmental field work performed and report submitted, comments received from LRD • Sustainability, resiliency and initial staff interview sheets in progress • Conceptual site base plans in process



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: February 10, 2022
Subject: **Loxahatchee River Environmental Control District Monthly Status Report**

The following is a summary of work performed by Holtz Consulting Engineers, Inc. (HCE) on Loxahatchee River District projects through February 10, 2022. **Note: Any information that is historical or repeated from previous months are shown in italics. Otherwise, all information as shown below is newly reported information.**

Lift Station No. 082 Improvements

- *A meeting will be scheduled with the property manager of the shopping plaza in the beginning of 2022 to review and approve the staging and storing areas and the maintenance of traffic plan.* The Contractor submitted a time extension request due to delays with material delays for the project and approval from the shopping center for the maintenance of traffic plan. HCE prepared and executed a change order for the project extending the contract duration by 150 calendar days.

Country Club Drive Force Main Transmission System Preliminary Evaluation

- A meeting is scheduled for February 14, 2022 to review the project and outstanding information needed to complete the hydraulic model and evaluation of the Country Club Drive Force Main transmission system.

Lift Station #163 Emergency Generator Improvements

- The final pay request has been processed. This project is now complete.

Jupiter Inlet Lighthouse Septic to Sewer

- Bids were received on February 1, 2022 and opened on February 3, 2022. There were three bidders on the project. The two lowest bidders failed to provide the original bid security per District requirements. The third bidder provided an original bid security but failed to provide a bid. All bidders were deemed to be non-responsive. HCE provided a recommendation to reject all bids and readvertise the project.



Lift Station Telemetry Improvements

- Comments on the 90% submittal were received from District staff on January 31, 2022. HCE is currently working on addressing the comments. Final drawings and specifications will be submitted to the District during the week of February 14, 2022.

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

- A preconstruction meeting was held with the Contractor, District, and HCE staff on February 8, 2022. The Notice to Proceed will be issued on February 14, 2022, with a substantial completion date of August 13, 2022 and final completion date of October 17, 2022. An open house with the residents has been scheduled for February 23, 2022 from 4 to 6 pm at the District.

Injection Well Pump Manual Transfer Switch Addition

- A preconstruction meeting was held with the Contractor, District, and HCE staff on January 28, 2022. The Notice to Proceed will be issued on February 14, 2022, with a substantial completion date of August 13, 2022 and final completion date of October 17, 2022. The HCE team has reviewed and returned submittals provided by the Contractor.

Operational Greenhouse Gas Emissions and Cost Assessment

- A meeting was held on January 27, 2022 to go over the revised tool and final comments. HCE's subconsultant Hazen is currently finalizing the tool and technical memorandum and is scheduled to deliver the final documents to the District on February 11, 2022. Hazen will present the evaluation at the District's March board meeting.

Master Lift Station No. 1 Traveling Bridge Crane Solicitation

- A preconstruction meeting was held with the Contractor, District, and HCE staff on February 8, 2022. The Notice to Proceed will be issued on February 21, 2022, with a substantial completion date of July 21, 2022 and final completion date of September 24, 2022. HCE is currently responding to an RFI submitted by the Contractor.

Vac-Con Truck Off-Loading Area Preliminary Design Analysis

- A meeting was held on February 2, 2022 to discuss the project. HCE is currently working on the technical memorandum preliminary design analysis. This will be submitted to the District by February 28, 2022.



**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: February 4, 2022

ACTIVITIES

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

Activities and Support:

1. **Survey:** Complete.
2. **Environmental:** Complete.
3. **Geotechnical:** Complete.
4. **Electrical Engineering:** Kickoff mtg scheduled.
5. **Civil Engineering:** Coordination with LA group on revised site concept.
6. **Landscape Architecture:** Developing a revised site concept per Phase 1 comments/feedback in coordination with architect/civil.
7. **Architecture:** Developing the ‘village’ concept in coordination with the LA group.



MOCK • ROOS

CONSULTING ENGINEERS

February 10, 2022

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

Ref. No. C0089.00
Subject: Loxahatchee River Subaqueous Forcemain Replacement
PO No. 22-0286

Dear Mr. Dean:

Below is our Monthly update for January 2022:

- The original completion date of 4/4/22 has been revised to 4/19/22 due the Town of Jupiter delaying their ultimate approval of geotechnical work on their property.
- Coordination with utility companies is ongoing. Existing records have been received from a majority of the utilities and this information has been reviewed and is being incorporated into the proposed routes.
- Coordination with permitting agencies is ongoing.
- Additional coordination took place in January 2022 related to the geotechnical field work as the Town of Jupiter originally denied access to their property for our subconsultant, RADISE, to perform soil borings, which were originally scheduled for late January. They are now scheduled for February 21st and 22nd.
- Mock•Roos is developing conceptual alignments and a profile(s) for discussion with local HDD contractors.

Upcoming Activities:

- Continued coordination with agencies to discuss requirements, fees, timeframes, etc.
- Completion of the delayed SPTs and subsequent geotechnical engineering report.
- Refinement of 4 proposed routes based on information obtained above.
- Coordination with 2 local HDD contractors.

If you have any questions, please contact me at 683-3113, extension 293.

Sincerely,
MOCK, ROOS & ASSOCIATES, INC.

Garry G. Gruber, P.E.
Senior Vice President

GGG:cge
Copies: John Cairnes
Spencer Schroeder



Busch Wildlife Sanctuary

The 1st Quarter Report will be presented
at the April 2022 Board Meeting.

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Director's Report

- | | |
|-------------------------------|------------|
| ➤ Admin. & Fiscal Report | attach. #1 |
| ➤ Engineering Report | attach. #2 |
| ➤ Operations Report | attach. #3 |
| ➤ Information Services Report | attach. #4 |
| ➤ Environmental Education | attach. #5 |
| ➤ Safety Report | attach. #6 |
| ➤ Other Matters (as needed) | attach. #7 |



J:\Board\Notebook\Directors Report



LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

To: Governing Board
From: Kara Fraraccio, Director of Finance and Administration
Date: February 11, 2022
Subject: Monthly Financial Report

Cash and Investments

Balances as of January 31, 2022
Certificates of Deposit:

Institution	Original Term	Maturity	Rate	Book Value	Monthly Interest Earned	Market Value
Bank United	6 Months	02/20/22	0.10%	\$ 1,000,992	\$ 85	\$ 1,001,442
Bank United	6 Months	02/20/22	0.10%	1,000,992	85	1,001,442
Bank United	6 Months	02/20/22	0.10%	1,000,992	85	1,001,442
Bank United	6 Months	03/12/22	0.10%	1,571,460	134	1,573,753
US Century	12 Months	08/04/22	0.25%	2,500,000	531	2,503,084
US Century	12 Months	08/04/22	0.25%	2,500,000	531	2,503,084
Bank United	12 Months	11/12/22	0.13%	1,054,256	116	1,054,569
Subtotal				\$ 10,628,692	\$ 1,567	\$ 10,638,816
Money Market Accounts:						
Synovus - Public Demand			0.05%		\$ 376	\$ 7,372,743
TD Bank - NOW			0.10%		702	8,262,354
Subtotal					\$ 1,078	\$ 15,635,097
Checking Account:						
SunTrust-Hybrid Business Account			0.02%		\$ 219	\$ 14,422,650
Subtotal					\$ 219	\$ 14,422,650
Brokerage Accounts:						
Vanguard GNMA ADM			-1.45%	\$ 601,713	(8,584)	\$ 593,129
Vanguard Short-Term Treasury			-1.39%	1,204,503	(16,535)	1,187,968
Vanguard Short-Term Inflation			-1.87%	203,675	(3,731)	199,944
Subtotal				\$ 2,009,891	\$ (28,850)	\$ 1,981,041
Total					\$ (25,986)	\$ 42,677,604

Average weighted rate of return on investments is: .01%

As of 1/31/22:

3 month Short Term Bond: .24%

1 month Federal Fund Rate: .25%

District brokerage accounts have underperformed due to abnormal market conditions and uncertainties with the Federal Reserve. However, the District is optimistic that losses will be recovered and that we have an optimized portfolio based on risk and cash flow needs.

Cash position for January 2021 was \$37,037,535. Current Cash position is up by \$5,640,069.

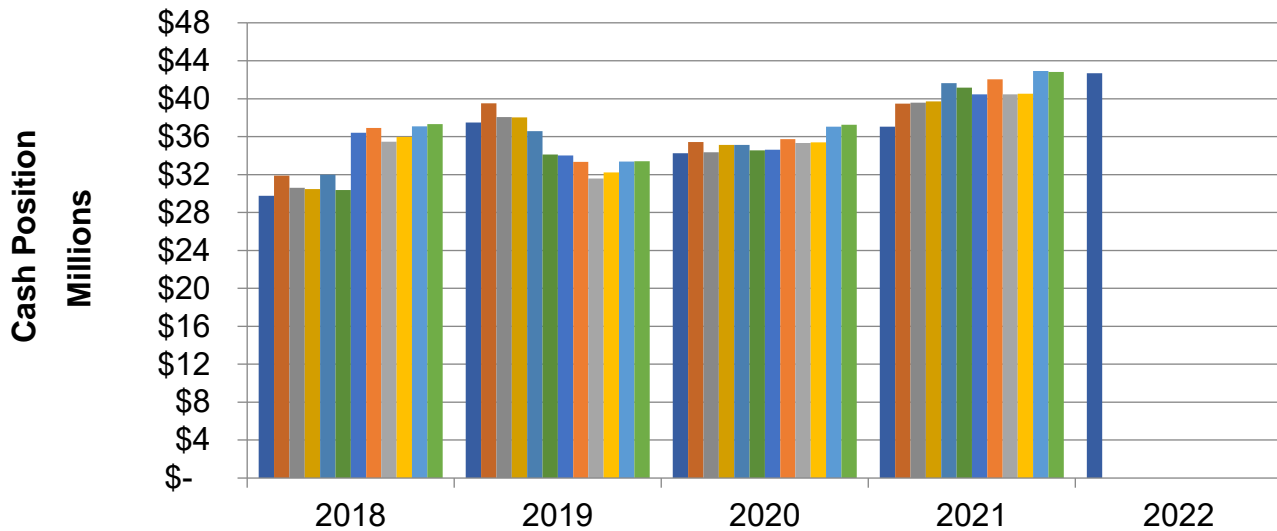
James D. Snyder
CHAIRMAN

Stephen B. Rockoff
BOARD MEMBER

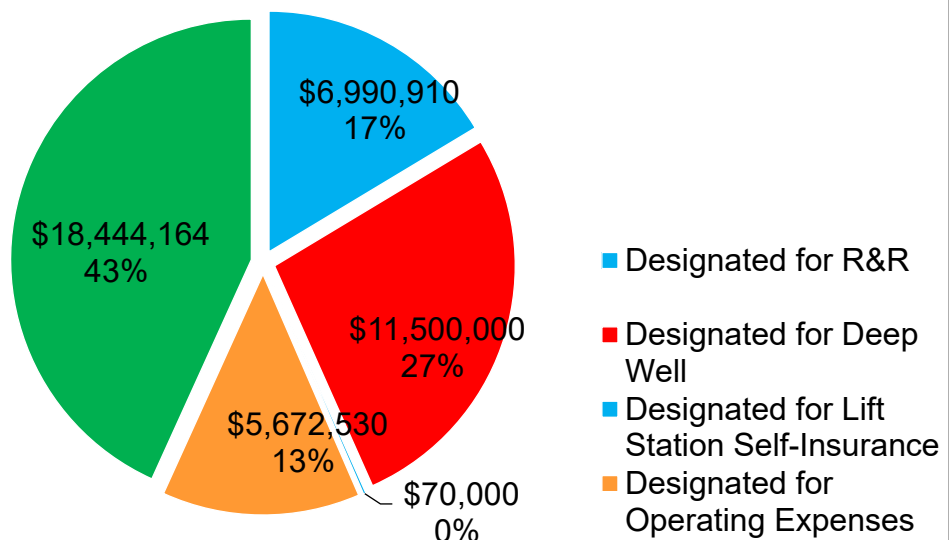
Dr. Matt H. Rostock
BOARD MEMBER

Gordon Boggie
BOARD MEMBER

Cash On-Hand



Designated vs. Available Cash Balance



Financial Information

- Legal Fees billed in January were \$7,420. The fiscal year-to-date total is \$24,770.
- There was no Septage billing for the month of January.
- Developer's Agreement – There was one new Developer Agreement in January.
- I.Q. Water Agreements –Compass Self Storage and San Palermo are past due for November, December, and January; and Town Center Ph I is past due for December and January.
- Estoppel fees collected in January totaled \$5,700. The fiscal year-to-date total is \$26,675.

Summary of Budget vs. Actual

Budget Benchmark 33%	Jan-22 Actual	YTD Actual	FY 22 Budget	Favorable (Unfavorable)	Budget Expended	Jan-21 YTD
Revenues						
Operating Revenues						
Regional Sewer Service	\$ 1,417,693	\$ 5,643,718	\$17,100,000	\$ (11,456,282)	33.00%	\$5,579,958
Standby Sewer Service	9,572	39,421	73,000	(33,579)	54.00%	32,343
IQ Water Charges	189,829	762,046	2,326,000	(1,563,954)	32.76%	759,205
Admin. and Engineering Fees	1,063	17,855	38,000	(20,145)	46.99%	14,910
Other Revenue	47,257	127,298	424,490	(297,192)	29.99%	112,741
Subtotal Operating Revenues	1,665,414	6,590,338	19,961,490	(13,371,152)	33.02%	6,499,157
Capital Revenues						
Assessments	\$ 43,438	\$ 993,096	1,188,997	(195,901)	83.52%	1,050,546
Line Charges	5,056	84,939	287,000	(202,061)	29.60%	74,386
Plant Charges	25,409	270,903	898,000	(627,097)	30.17%	269,285
Capital Contributions		0	800,000	(800,000)	0.00%	
Subtotal Capital Revenues	73,903	1,348,938	3,173,997	(1,825,059)	42.50%	1,394,217
Other Revenues						
Grants						
Interest Income	9,278	516,016	613,000	(96,984)	84.18%	569,131
Subtotal Other Revenues	9,278	516,016	613,000	(96,984)	84.18%	569,131
Total Revenues	\$ 1,748,595	\$ 8,455,292	\$ 23,748,487	\$ (15,293,195)	35.60%	\$ 8,462,505
Expenses						
Salaries and Wages	\$ 505,094	\$ 2,003,762	\$6,522,000	\$ 4,518,238	30.72%	\$1,729,748
Payroll Taxes	36,828	141,615	470,200	328,585	30.12%	121,464
Retirement Contributions	85,341	288,167	946,800	658,633	30.44%	270,060
Employee Health Insurance	(10,469)	338,495	1,558,400	1,219,905	21.72%	412,818
Workers Compensation Insurance		28,502	73,700	45,198	38.67%	28,252
General Insurance	25,707	227,359	374,995	147,636	60.63%	215,768
Supplies and Expenses	85,257	353,427	1,036,285	682,858	34.11%	283,116
Utilities	164,496	461,670	1,407,908	946,238	32.79%	402,077
Chemicals	50,909	108,869	503,000	394,131	21.64%	104,326
Repairs and Maintenance	151,379	734,534	1,858,362	1,123,828	39.53%	622,857
Outside Services	140,881	700,512	2,040,930	1,340,418	34.32%	543,945
Contingency		0	225,000	225,000	0.00%	
Subtotal Operating Expenses	1,235,423	5,386,912	17,017,580	11,630,668	31.65%	4,734,431
Capital						
Capital Improvements	\$ 76,573	\$ 504,814	10,537,513	10,032,699	4.79%	\$ 2,075,699
Subtotal Capital	76,573	504,814	10,537,513	10,032,699	4.79%	2,075,699
Total Expenses	\$ 1,311,996	\$ 5,891,726	\$ 27,555,093	\$ 21,663,367	21.38%	\$ 6,810,130
Excess Revenues Over (Under) Expenses	\$ 436,599	\$ 2,563,566	\$ (3,806,606)	\$ 6,370,172		\$ 1,652,375

Total Capital expenses incurred and encumbered totalled \$6,562,062 or 62% of the capital budget. This includes funds encumbered in a prior fiscal year for projects that stretch across multiple fiscal years.

The District has not received the first Cigna Health Insurance bill, therefore the January health insurance line is showing up negative. This will correct in February when premiums are caught up.

FPL has implemented a rate increase, which we have calculated to be 15.7%. Below you will see how this increase will impact our monthly billing.

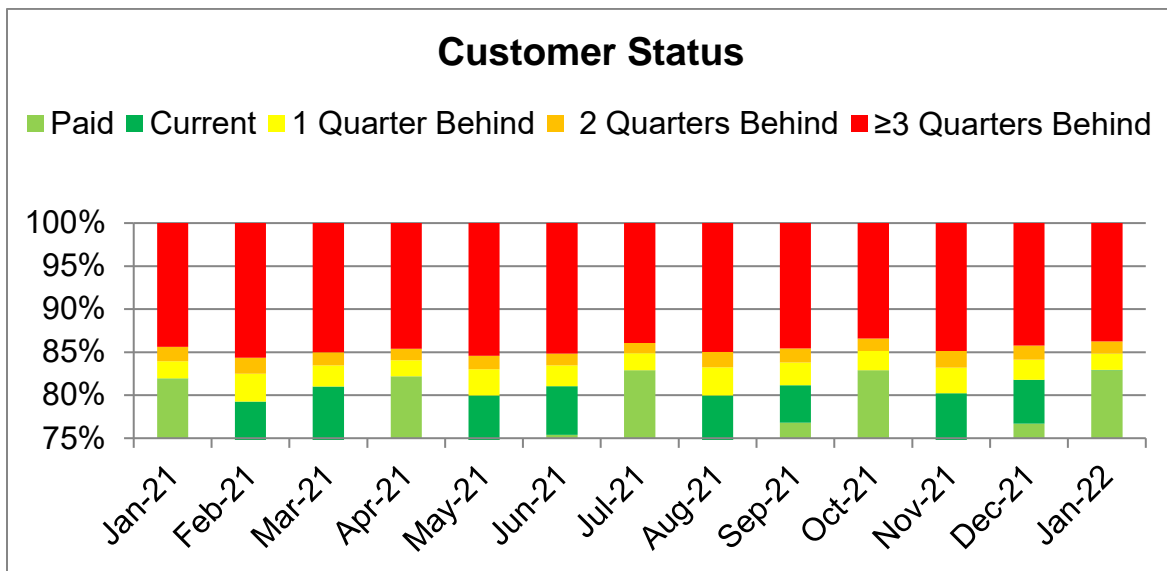
Last Month Actual Cost: **\$73,682**. Cost after a 15.7% increase: **\$85,252**.

This Month Actual Cost: **\$86,096**. Cost before 15.7% increase: **\$74,412**.

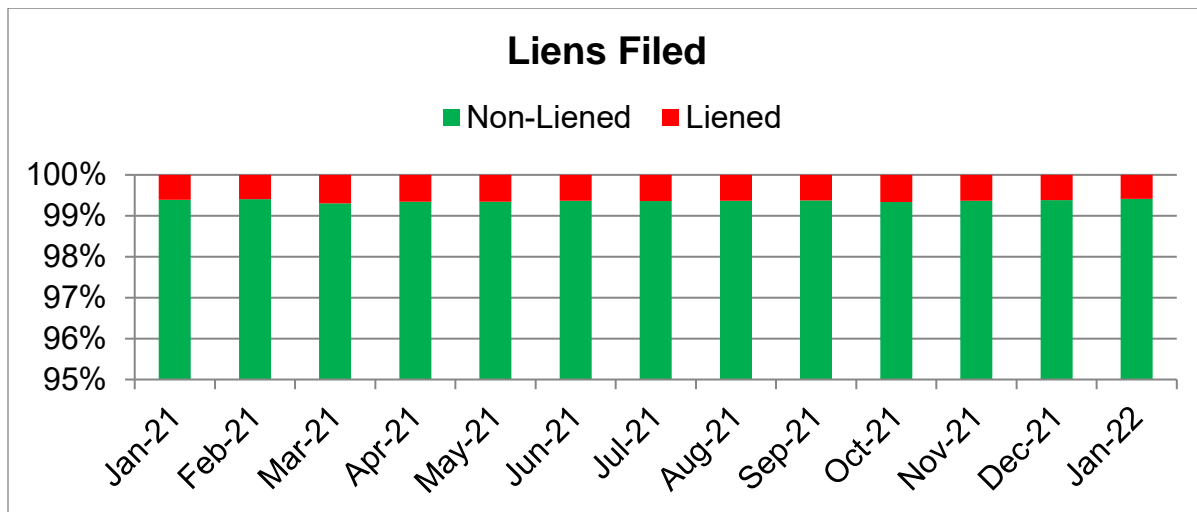
At this time we do not anticipate needing a budget amendment.

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 33,100 customers. Currently, the District has 201 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.



LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

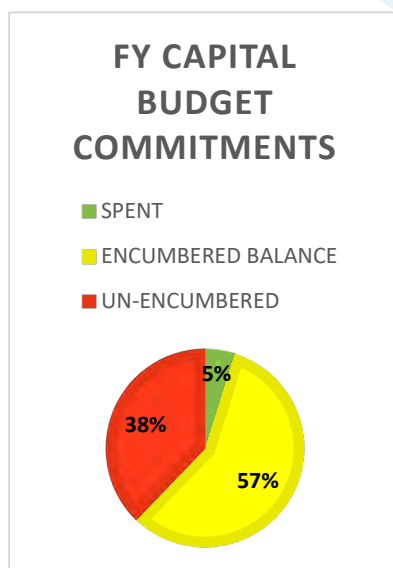
TO: D. Albrey Arrington, Ph.D., Executive Director
FROM: Kris Dean, P.E., Deputy Executive Director/Director of Engineering Services
DATE: February 11, 2022
SUBJECT: Capital Program and Engineering Services Report

Capital Projects

Schedule (FLOAT = -42 Days)

The overall Capital Program schedule improved through January with closeout of the 24" Subaqueous Force Main TV and Cleaning project as well as award of the Headworks Generator project. Continued improvement is anticipated through February into March as we award Clarifier No. 3 Rehabilitation and closeout Olympus Drive Force Main Replacement. The schedule should return to green through March.

Budget



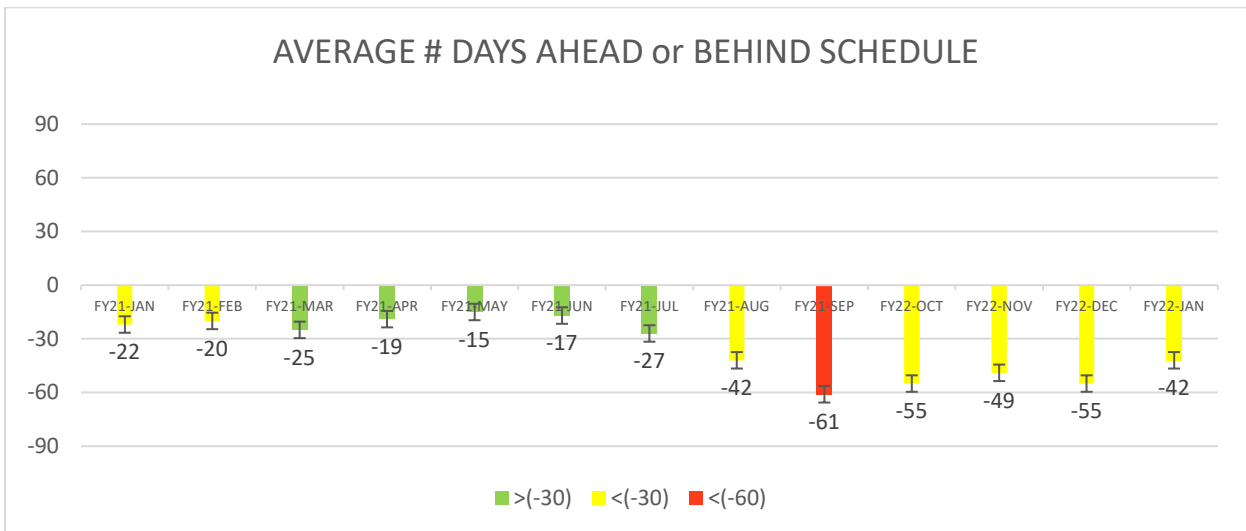
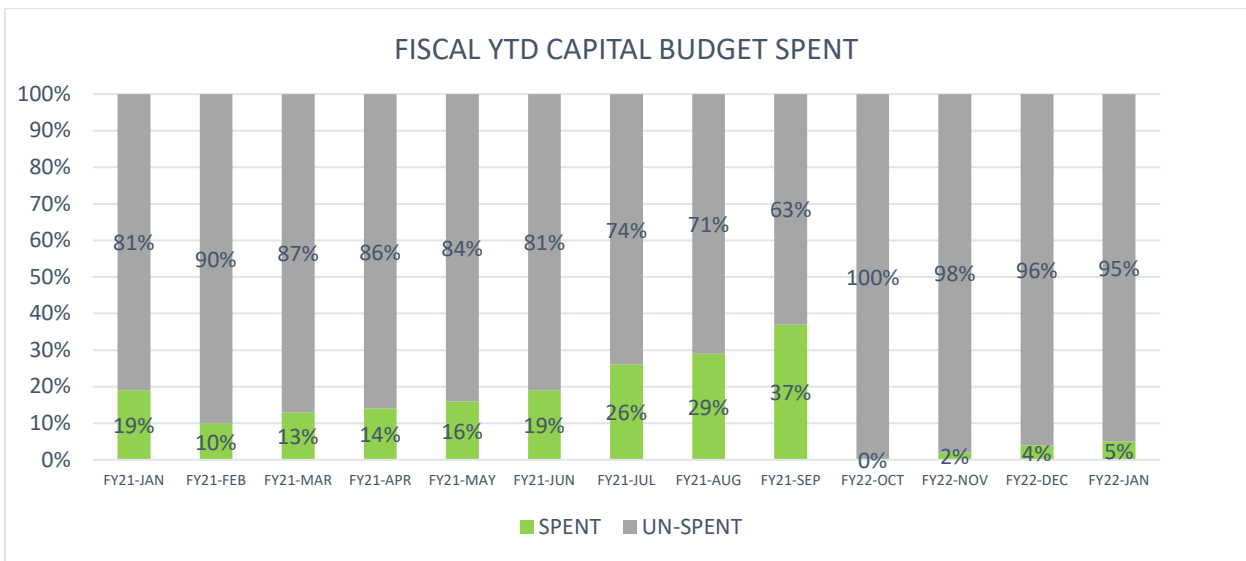
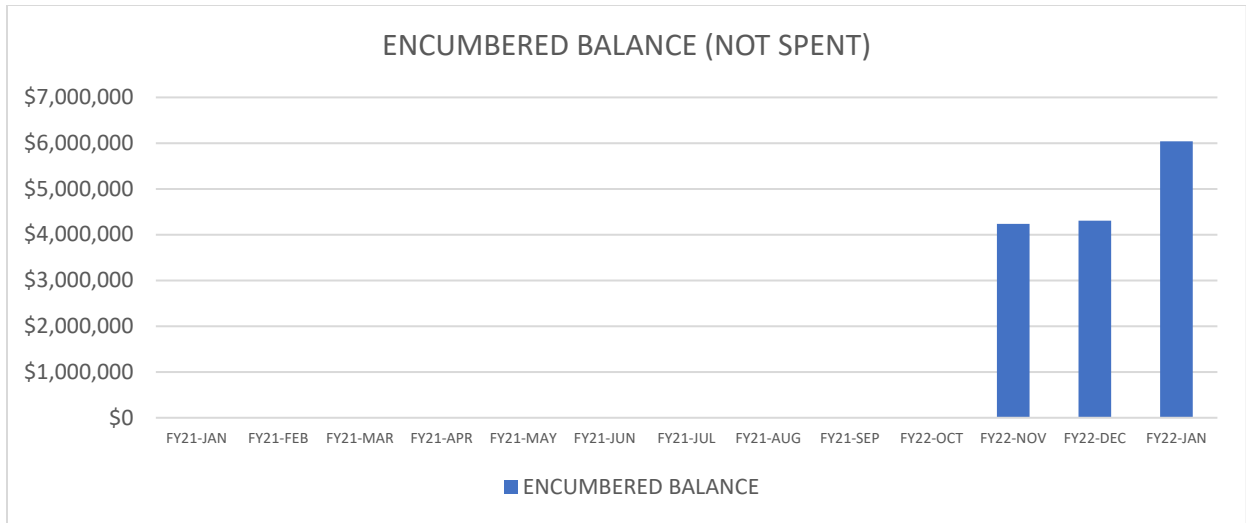
Staff continue working to bring scheduled projects online with the anticipation that the rate of spending will increase significantly as the encumbered balance increases. However, it should be noted that potential impacts from current supply chain issues are impacting lead times on materials for current and proposed projects. These impacts will have a direct impact on spending. As we progress through the second quarter of FY22 we should better understand these impacts.

James D. Snyder
CHAIRMAN

Gordon M. Boggie
BOARD MEMBER

Stephen B. Rockoff
BOARD MEMBER

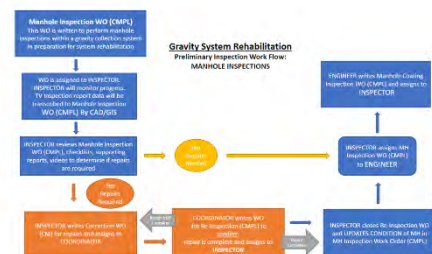
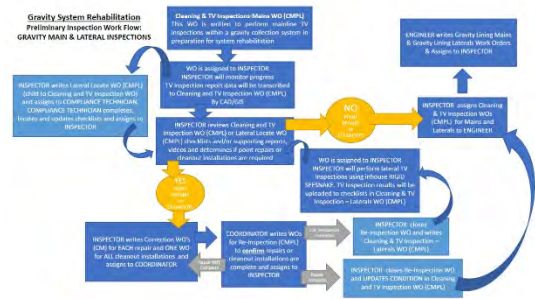
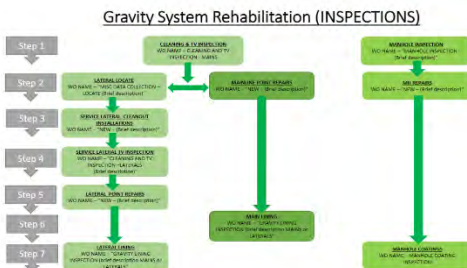
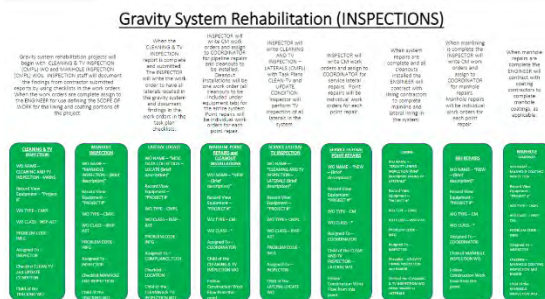
Dr. Matt H. Rostock
BOARD MEMBER



Project highlight

Gravity System Rehabilitation – Cleaning, TV Inspection and Lining

This month staff worked through the specifics of the lining program to refine workflow, responsibilities, tracking and reporting as we bring the FY22 main lining contract to the Board for approval. As we continue to improve our process we anticipate improved schedule and budget performance on this line item and applying lessons learned to other programs.



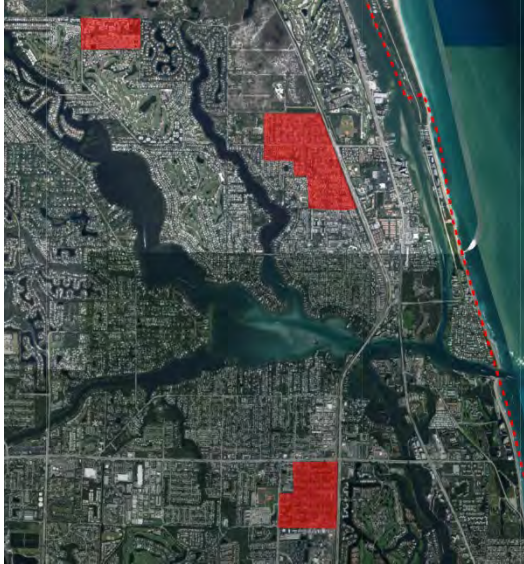
In-house Projects

Lift Station Rehabilitations General Construction Services: Site visits and design have commenced based on the prioritized inspection reports. Engineering is working on design and project set up in EAM to ensure the work moves into construction.

Work has commenced at LS059. LS112, LS266 and LS089 are in scheduling. LS064 and LS233 are in design. The new work flow continues to work well with defined coordination between Collections, Inspections, Engineering and Construction.

18th Street Gravity Sewer System: The preliminary assessment is included with this month's notebook. See tab 5B.

Neighborhood Sewering/Remnant Properties: Staff are working to move forward with 605 and 607 Military Trail to close out the Remnant Areas on our Neighborhood

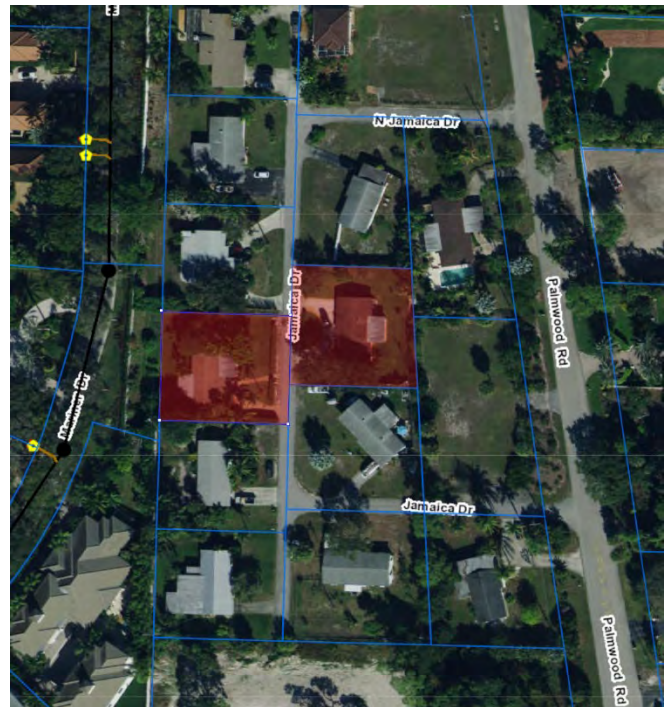


Fiscal Year 2021 Main and Lateral Lining Projects:

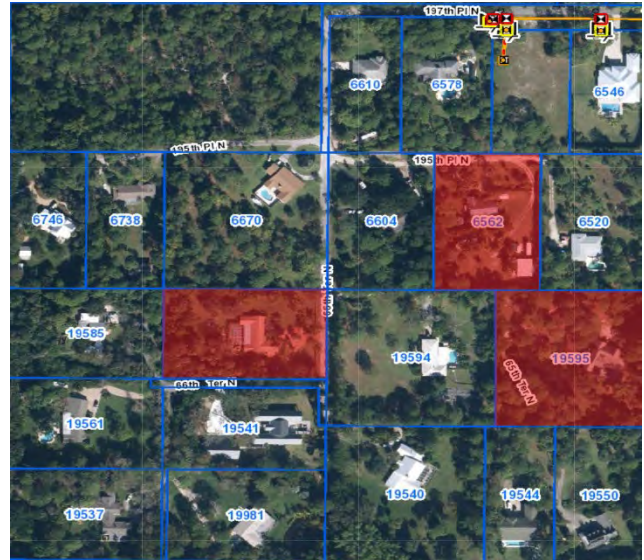
The contractor is complete with TV Inspections for LS018, LS041, LS050 and LS054. Staff in the field are working through the LS054 system verifying service lateral locations and will be moving into LS018, LS041 and LS050 when complete. We have identified a viable piggyback contract to being main lining for FY22. See tab 6C Sewering Schedule and wrap back around with IT and customer service to re-evaluate our system to confirm remnant areas on public right of way or with easement access have all been served.

Statutory Way of Necessity:

66th Terrace Low Pressure Sewer: After engagement with the properties on 66th Terrace, 195th and 65th Terrace with permitted plans, construction costs and connection fees, only one of the five made application with the District and paid connection fees. Staff are moving ahead with the installation to the requesting property with a scheduled completion date by February 2022. The Board may expect to see a preliminary assessment for this property in March 2022 as well as revised Chapter 31-10 to define subregional line charges for properties that may connect to this installation in the future.



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. With 66th Terrace completing staff will be moving forward on Jamaica Drive.

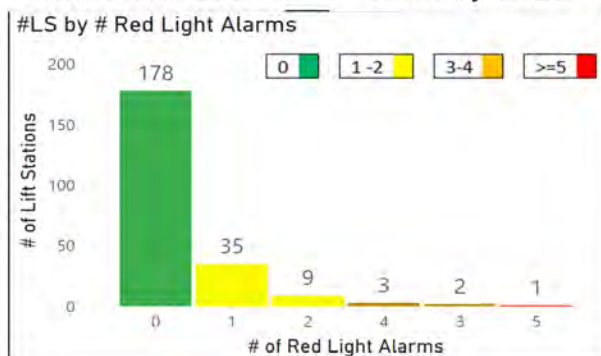


COLLECTIONS AND REUSE DASHBOARD

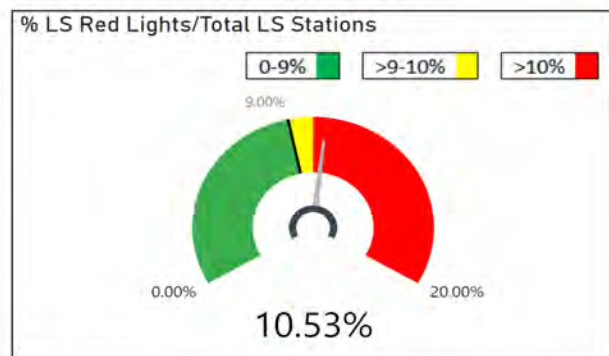
Lift Station Red Lights: For the month of November the system experienced 49 total red lights. 24 lift station red lights (with 15 stations experiencing multiple red-light events) and 25 low pressure red lights (with 14 stations experiencing multiple red light events).

Emergency Call Work Orders Dashboard

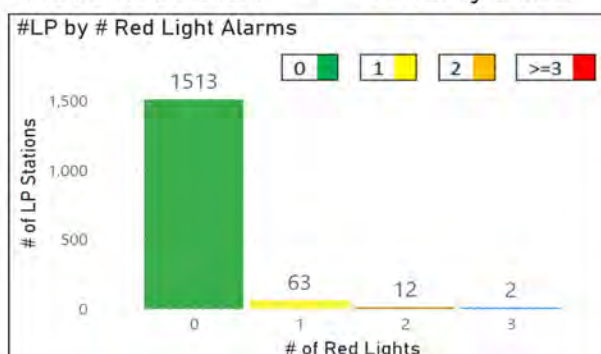
November 2021 - January 2022



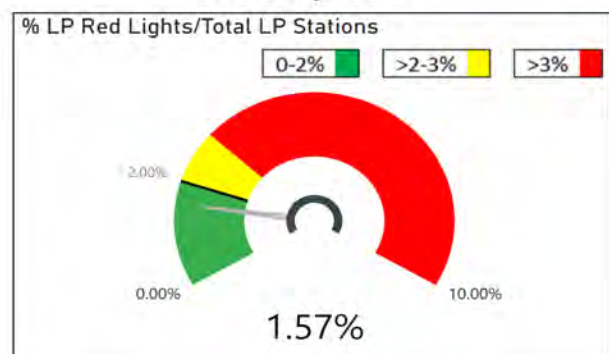
January 2022



November 2021 - January 2022



January 2022



Air Release Valves: The ARV evaluation process has resulted in 6 ARVs inspected year to date. Of all inspected ARV's from beginning of reporting, January 2020, 80 are out of service.

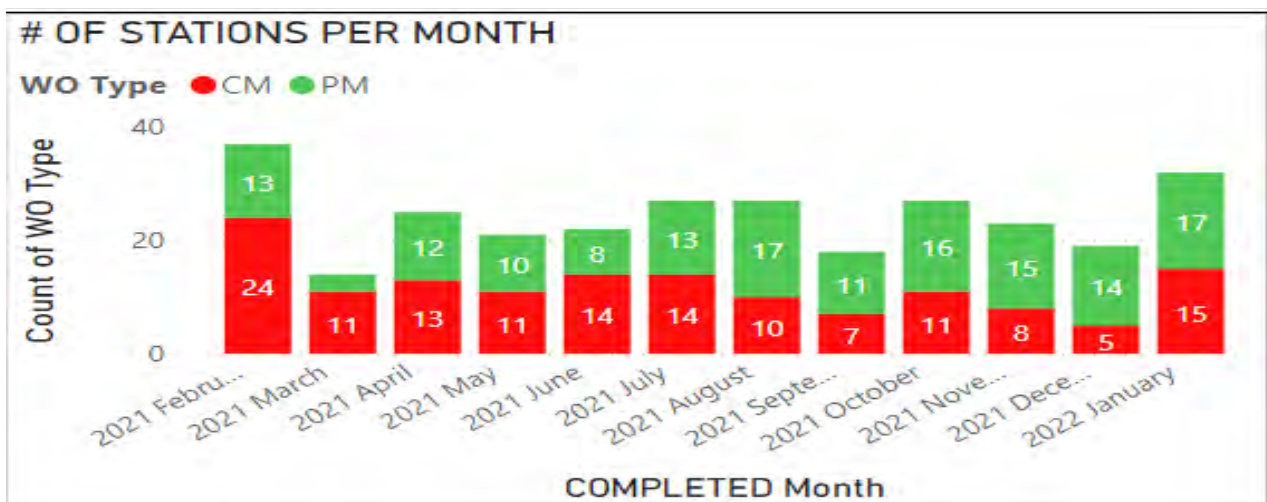
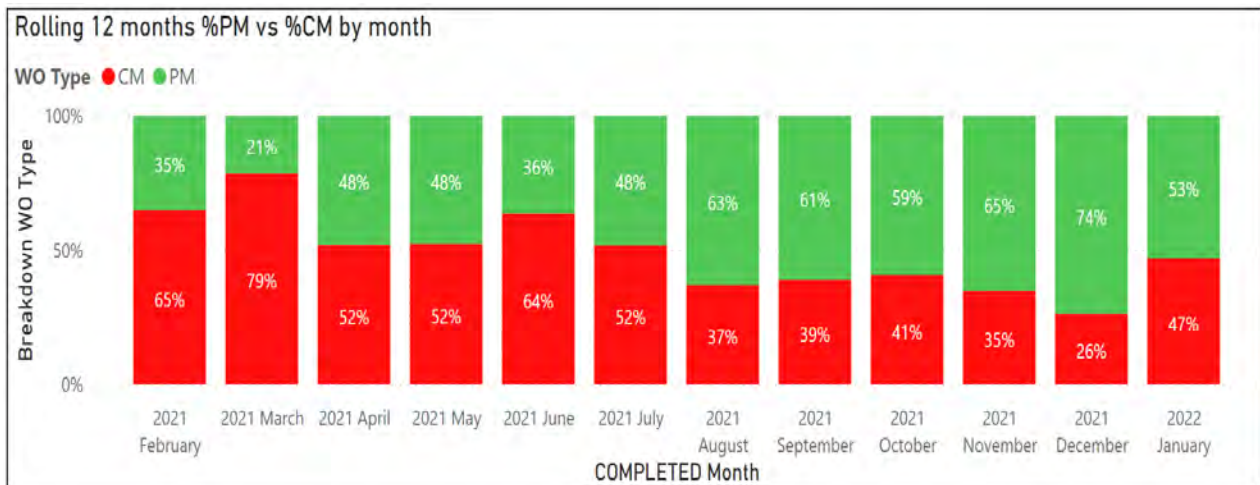
MONTHLY ARV INSPECTIONS

Visits													
Year	January	February	March	April	May	June	July	August	September	October	November	December	Total
2020	25	35	63	39	23	33	14	24	56	17	15	13	285
2021	11	33	58	88	34	33	11	23	41	19	24	21	291
2022	5	1											6

Out of Service

80

Wet Well Cleaning: We experienced an increase in unscheduled wetwell cleanings for the month of January. This was induced the holidays and an increase in cooking and subsequent kitchen cleanings throughout our service area. This is the first holiday our tracking metric has been in place, as we continue to collect data and understand the issue we will consider options to address this cyclic increase.



UNAUTHORIZED DISCHARGES (fka SANITARY SEWER OVERFLOWS)

There were 2 unauthorized discharges in the collection-transmission-distribution system this month.

On January 6, 2022, LRD had an unauthorized discharge of 5 gallons of sewage at a private residence low pressure wet well (LP0028) on US HWY 1 located in Tequesta, FL. The unauthorized discharge was caused when main power to the station was disconnected during a home remodel. The unauthorized discharge was stopped by LRD personnel installing a temporary bypass pumping system on the wetwell until power could be restored. The unauthorized discharge was absorbed into the soil in the immediate area around the wet well. The affected soil was disinfected with lime. No further cleanup of the area was completed. No known storm drains or bodies of water were affected.

On January 18, 2022, LRD had an unauthorized discharge of 20 gallons of sewage at a private residence low pressure wet well (LP0635) on Waterway Road located in Tequesta, FL. The unauthorized discharge was caused by a failed service box valve assembly. The unauthorized discharge was stopped by LRD personnel shutting off the station until repairs were made. No liquid was observed being absorbed into the soil. All liquid was recovered from the service box area by use of an LRD vacuum truck. The affected area was disinfected with lime as a precaution. No further cleanup of the area was completed. No known storm drains or bodies of water were affected.



LOXAHATCHEE RIVER DISTRICT

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D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

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

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

DATE: February 11, 2022

SUBJECT: January 2022 Operations Department Monthly Report

Treatment Plant Division/Maintenance Department

Overall, the month of January 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 January were generally within the same order of magnitude as the flows recorded during the month of December. The Average Daily Flow (ADF) during January was 7.29 million gallons per day (MGD) vs. 7.33 MGD in December. The Maximum Daily Flow (MDF) during January was 7.79 MGD vs. 7.65 MGD in December. The Peak Hour Flow (PHF) during January was 6,646 gallons per minute (gpm) vs. 6,646 gpm in December. The total rainfall during the month of January was 1.81 inches which is slightly greater than the total rainfall during the month of December when we received a total rainfall of 1.81 inches.

The plant experienced two (2) unauthorized discharges during the month of January. The first discharge occurred when a Schedule 80 PVC joint failed on the non-potable (i.e., I.Q water) water service located at the north side of the headworks structure. A total of approximately 250-gallons of hyper-chlorinated reclaimed water was released onto the ground where it percolated into the soil.

The second unauthorized discharge occurred when a leak developed on a Schedule 80 PVC joint on the non-potable water service to the headworks odor control system. A total of approximately 5-gallons of hyper-chlorinated reclaimed water was released onto the ground where it percolated into the soil.

No bodies of water or storm drains were affected during either discharge. The discharges were reported to the required regulatory agencies.

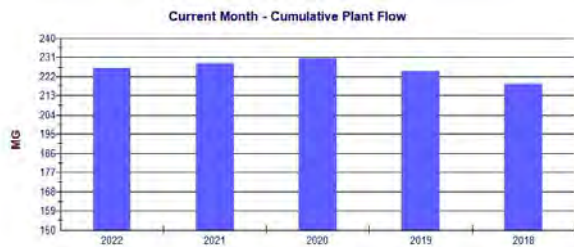
James D. Snyder
CHAIRMAN

Gordon M. Boggie
BOARD MEMBER

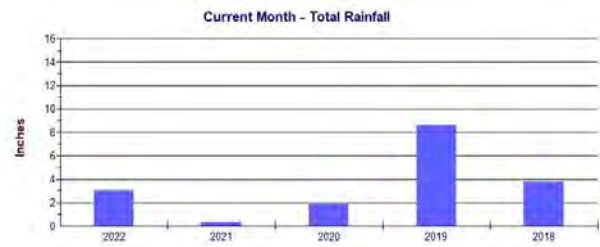
Stephen B. Rockoff
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

GRAPHICAL SUMMARIES OF PLANT FLOWS AND RAINFALL DATA



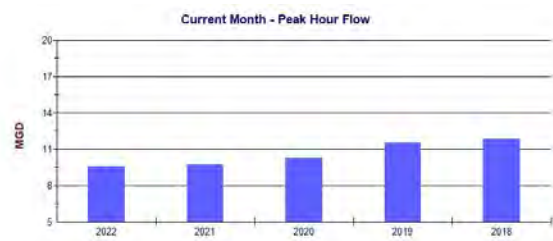
The Cumulative Influent Flow to the plant for the month of January was 226.08 million gallons.



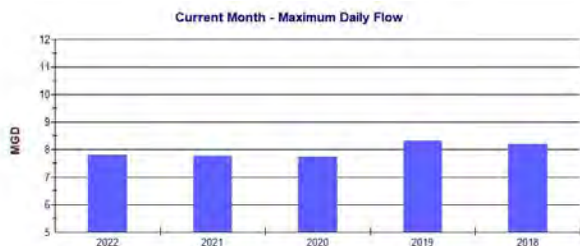
3.05 inches of total rainfall was recorded at the plant site during the month of January.



The Average Daily Flow (ADF) for the month of January was recorded at 7.29 MGD compared to 7.36 MGD one year ago, for the same month.

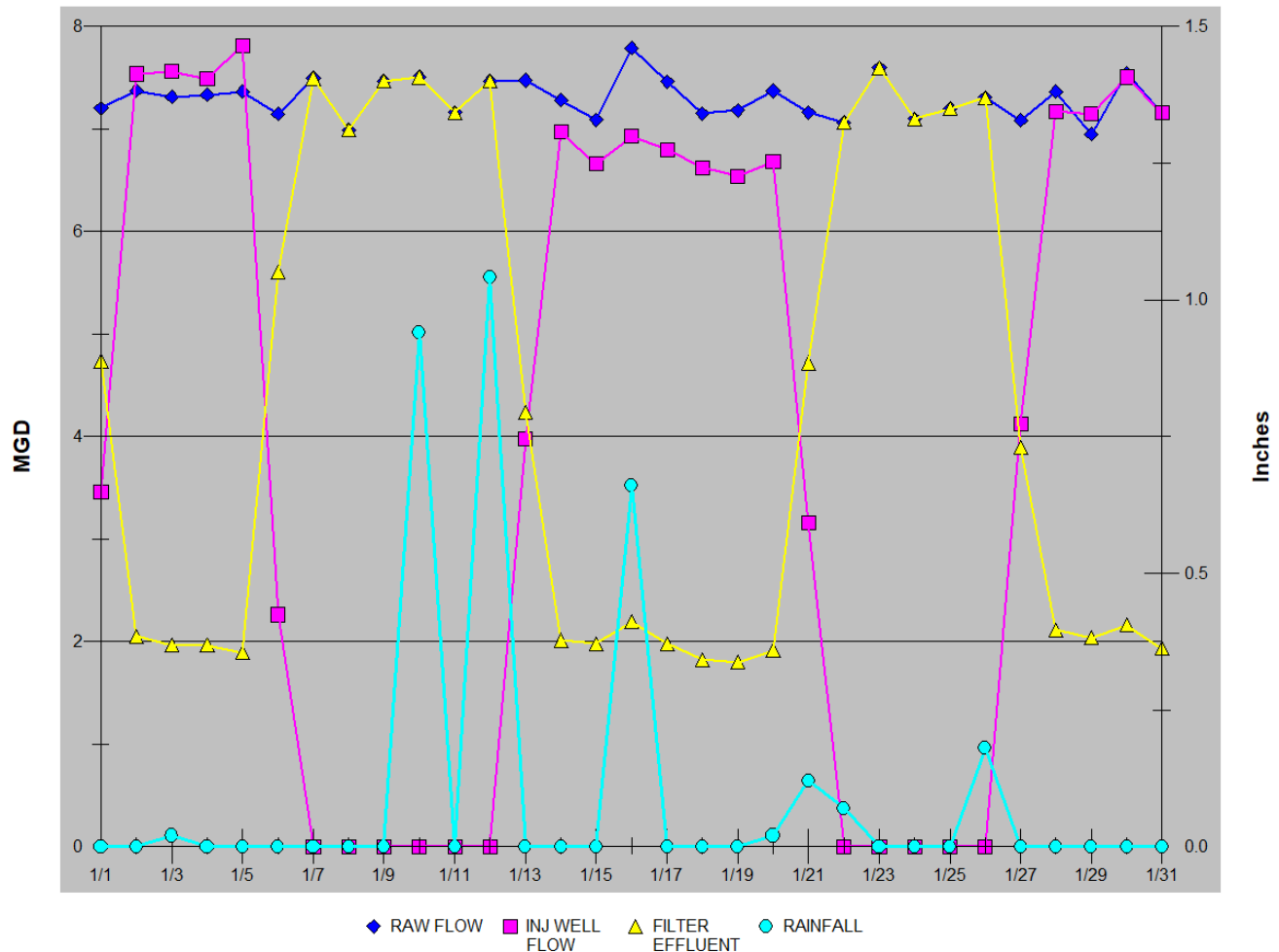


The Peak Hour Flow (PHF) for January was 6,646 GPM which equates to an equivalent daily rate of 9.57 MGD.



The Maximum Daily Flow (MDF) in January was 7.79 MGD.

For the month of January, the cumulative influent flow to the plant was 226.08 MG of which 133.34 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 3.05 inches of rainfall was recorded at the site during the month and a total of 123.52 MG of blended effluent was diverted to the Deep Injection Well. Overall, 58.98% of the plant influent flows were treated and available for reuse as IQ water. The plant delivered a total of approximately 137.64 million gallons of IQ water to the reuse customers during the month of January.

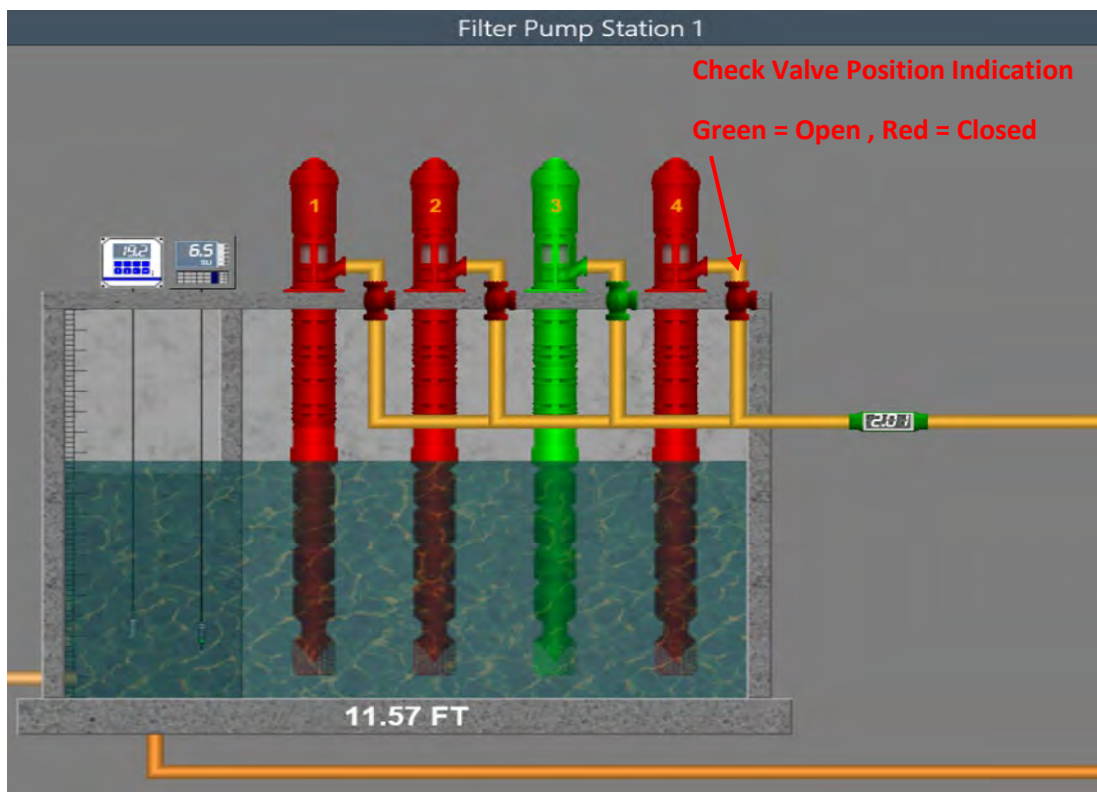


Year to date (i.e., Calendar Year 2022), approximately 58.98% of all influent flow to the plant was treated and available for reuse as IQ water. The total volume of IQ water distributed to reuse customers for the year stands at 137.64 million gallons.

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 working with a qualified SCADA system integration contractor to address various operational control and PLC issues. Staff worked with the contractor to wire and integrate position indicators (i.e., OPEN or CLOSED) on the pump discharge check valves at Filter Pump Station No. 1 and the Injection Well Pump Station. Remote indication of the check valve position via the plant SCADA system provides Operators with critical information regarding the proper operation of the check valves and associated pumping unit. This information can mitigate potential operational issues, unauthorized discharges and/or permit exceedances.



Filter Pump Station No. 1 – Remote Check Valve Position Indication

During the month of January, Operations Staff worked with the SCADA integrator to upgrade the plant PLC firmware to the latest version. The upgraded firmware will enable plant staff to make PLC program updates with all systems in the AUTO mode. Previously, when program updates were required, the plant had to temporarily be operated in the HAND mode. The firmware upgrades have addressed reliability issues and improved resiliency of the system.

Operations Staff also worked with the Maintenance Team to identify and replace specific electrical conduits at the headworks structure which were beginning to exhibit significant

corrosion. The conduit corrosion is a result of the harsh conditions at the headworks structure.



Electrical Conduit Replacement at the Headworks Structure

Lastly, the Operations Team would like to congratulate Daniel Winters and Julian Bonilla. Dan completed the correspondence course and passed the examination to achieve licensure as a WWTP “B” Operator. Julian completed the correspondence course and passed the examination to achieve a licensure as a WWTP “C” Operator. Julian achieved this milestone two months ahead of schedule. It is always exciting to see Staff progress both personally and professionally.

Maintenance Department:

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

The Maintenance Department worked with the District’s Compliance Officer during the replacement of the existing combination safety shower/eyewash unit at the west side of the Chlorine Building. The existing safety shower/eyewash unit was constructed of galvanized steel and was beginning to corrode. The replacement unit is fabricated of stainless steel which will ensure that during an emergency the water delivered is free of “rust water”. As part of the installation the existing local audible and visual alarm was relocated to the new unit. Staff also verified that the remote alarm is properly enunciated via the plant SCADA system.



Replacement Combination Safety Shower/Eyewash

During the month of January, the Maintenance Team also replaced the existing inline flow meters located on the chlorine solution feed manifold. The feed manifold is the control point to deliver a concentrated chlorine solution to the four (4) secondary clarifier units and a point upstream of the aeration basins to control undesirable filamentous bacteria which negatively impact sludge settling. The flow meters were previously used to set the flow rate split when simultaneously feeding multiple locations. As part of previous process improvements, the dedicated chlorinator feeding the chlorine manifold was replaced with a smaller unit to provide additional flow control. As such, Operations staff only feeds a single point at a time and the existing flow meters are no longer warranted and were a potential failure/leak point. Each of the flow meters was replaced with clear poly-vinyl chloride (PVC) piping segments which allows the operators to visually confirm the flow of chlorine solution to the desired feed point.



Chlorine Solution Feed Manifold

Lastly, during the month of January the Maintenance Team continued to repair and rebuild submersible pump units which have either failed or require significant rehabilitation. Mr. Bob Haag, who has worked at the District for 28 years, regularly coordinates with staff from the Maintenance and Collections Department to perform this type of work. Bob's unique skill set, and attention detail allows the District to perform this work in-house resulting in a significant cost savings to the District.



Maintenance Team Member Bob Haag Performing a Pump Rebuild



LOXAHATCHEE RIVER DISTRICT

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TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

TO: Albrey Arrington, Ph.D., Executive Director
FROM: Bud Howard, Director of Information Services
DATE: February 10, 2022
SUBJECT: Information Services Monthly Governing Board Update for January 2022

WildPine Ecological Laboratory Riverkeeper Project

In January, the lab staff and our partners collected water quality samples from 28 monitoring stations throughout the watershed. In addition, a total of 68 bacteria samples were tested for fecal indicator bacteria in support of additional testing for the weekly bacteria monitoring program, and the monthly testing in Jones and Sims Creeks.

The overall water quality score for January 2022 was “Good” with 88% of all samples meeting the EPA/DEP water quality criteria. This was very similar to last month’s score of 87% and slightly better than last year’s score of 84% (see score card below). In general, the water quality scores are typically better through the winter and spring months, corresponding with the dry season.

Total Nitrogen scored “Good” during January with 100% of sites meeting the water quality criteria, the same as last month and a bit better than last year’s score of 93%. Total Phosphorus scored “Good” with 85% of sites meeting the criteria, slightly down from last month’s 94% and last year’s 100%. Chlorophyll, which frequently struggles to meet the stringent water quality criteria, is “Fair” again this month at 79%, a slight increase from last month’s score of 76%, and similar to last year’s score of 78%. For the combined Fecal Indicator Bacteria (fecal coliforms in all waters, enterococci in marine and brackish waters and *E. coli* in fresh waters), January scores were “Good” at 85%, and right in line with last month’s 84% and last year’s 83%.

James D. Snyder
CHAIRMAN

Gordon M. Boggie
BOARD MEMBER

Stephen B. Rockoff
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

1/1/2021

1/31/2022



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

January
2022

88%
Overall

152
Total Samples

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

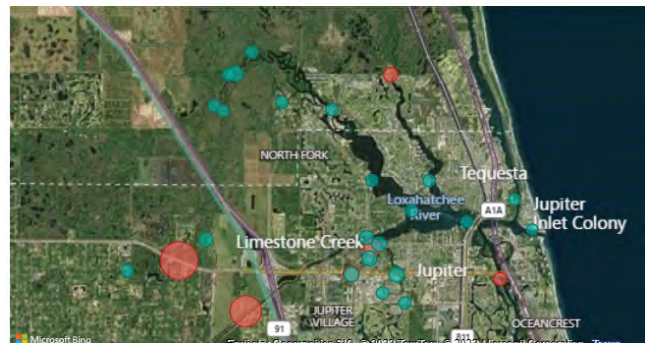
Year	Month	# Samples	Overall Score	# TN Samples	Total Nitrogen Percent Good	# TP Samples	Total Phosphorus Percent Good	# CLA Samples	Chlorophyll Percent Good	# BAC Samples	Bacteria Percent Good
2022	January	152	88%	28	100%	28	89%	28	79%	68	85%
2021	December	126	87%	17	100%	17	94%	17	76%	75	84%
2021	November	129	86%	26	92%	26	92%	26	81%	51	82%
2021	October	164	70%	28	100%	28	75%	28	50%	80	64%
2021	September	164	67%	24	96%	24	83%	24	50%	92	60%
2021	August	184	66%	26	77%	26	73%	26	65%	106	62%
2021	July	243	57%	55	98%	55	62%	55	18%	78	51%
2021	June	117	82%	16	100%	16	88%	16	69%	69	80%
2021	May	136	88%	22	95%	22	91%	22	64%	70	91%
2021	April	148	78%	27	93%	27	81%	27	56%	67	81%
2021	March	122	90%	16	100%	16	100%	16	69%	74	91%
2021	February	133	86%	23	91%	23	96%	23	74%	64	84%
2021	January	147	94%	27	93%	27	85%	27	78%	66	83%
Total		1965	77%	335	95%	335	82%	335	59%	960	75%

Spatial Distribution of Water Quality Results

Chlorophyll scores were highest in the western region of the watershed at Station 69 (Indiantown Road near Riverbend Park) at 30 µg/L and Station 86 (C18 Canal) at 23 µg/L. Two stations in Sims Creek, which is sampled quarterly for chlorophyll, scored "Poor" when compared to their strict criteria of 5.5 µg/L for the Southwest Fork. Station 73 (mouth of Sims Creek) was 7.8 µg/L and 74DW (downstream of weir at Indiantown Road) was 6.5 µg/L. Two other sites that scored "Poor" were Stations 55 (Countyline Road) and 30 (Indiantown Road). But both sites had low chlorophyll values between 2 and 5 µg/L, but these scored poor because they were above the strict water quality criteria for those segments of the river. Interestingly, all the quarterly chlorophyll samples collected in Jones Creek were "Good".

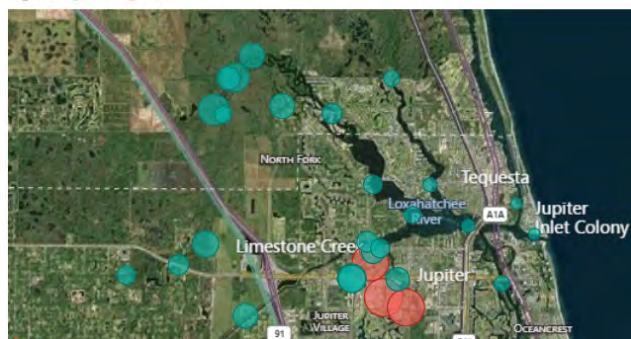
Chlorophyll a (ug/L)

CHL_Score ● GOOD ● POOR



Total Phosphorus (mg/L)

TP_Score ● GOOD ● POOR

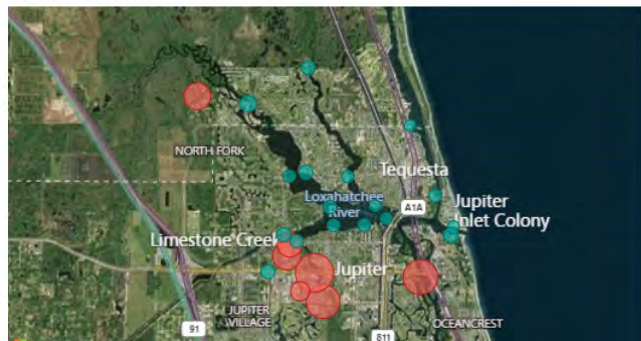


Phosphorus scored “Good” at all sites except two in Jones Creek and one in Sims Creek that are sampled quarterly. Caloosahatchee Culvert (CALC) and the Footbridge (TPJ) had the highest phosphorus values of 0.087 and 0.084 mg/L respectively, which is over the water quality standard of 0.075 mg/L. Station 735 (Sims Creek trailer park) also had a high phosphorus value of 0.082 mg/L.

The fecal indicator bacteria results for the 2021/22 dry season continue to score “Good”. For fecal coliform bacteria (see map below right), 100% of the samples tested “Good”. While fecal coliform is not the State’s water quality standard anymore, historical comparisons of these scores are valuable. Notably, this is the first time since 1998 that we have seen 100% green/good on a fecal coliform bacteria map. When looking at Enterococci (see map below left), the preferred indicator organism for saltwater, the results are also very good because the concentration of bacteria colonies in the traditionally poorest sections including Jones and Sims Creeks are much lower this month. In January 2022, results were in the hundreds instead of the thousands or ten thousands we typically measure. It is possible the cooler water temperatures helped reduce bacteria productivity. The “Poor” enteric bacteria levels in the Jones Creek were Station 75 (Indiantown Road) at 480 MPN/100 mL, TPJ (Footbridge) at 404 MPN/100 mL and CALC (Caloosahatchee Rd culvert) at only 146 MPN/100 mL. In Sims Creek, the two “Poor” stations were Station 735 (trailer park) and Station 73 (mouth of creek) at 301 and 238 MPN/100 mL. Two other stations that scored “Poor” was an unusual result at Station 30 (Indiantown Road Bridge and ICW) at 418 MPN/100 mL, and Station 107 (Rivers Edge) at 282 MPN/100 mL, which has routinely had high bacteria concentrations.

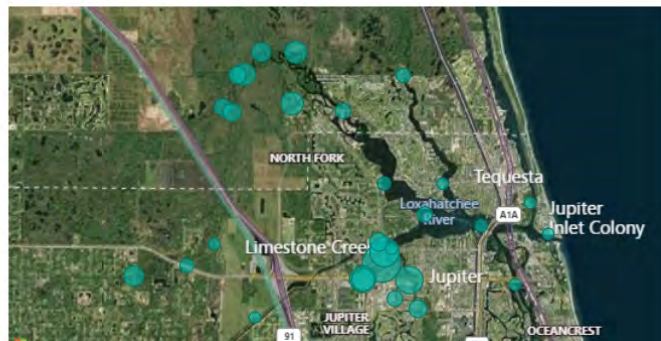
Enterococci Bacteria - Criteria: 130 MPN/100mL

ENT_Score ● GOOD ● POOR



Fecal Coliform Bacteria - Criteria: 800 MPN/100mL

FC_Score ● GOOD



Wastewater Surveillance of COVID-19

Following the concentration spike of more than 5 million RNA copies per liter on January 3rd, the wastewater surveillance testing for SARS/COVID-19 showed a decrease in virus concentrations on January 18th and February 7.

SARS-CoV-2 RNA Concentration from Wastewater- Log Scale

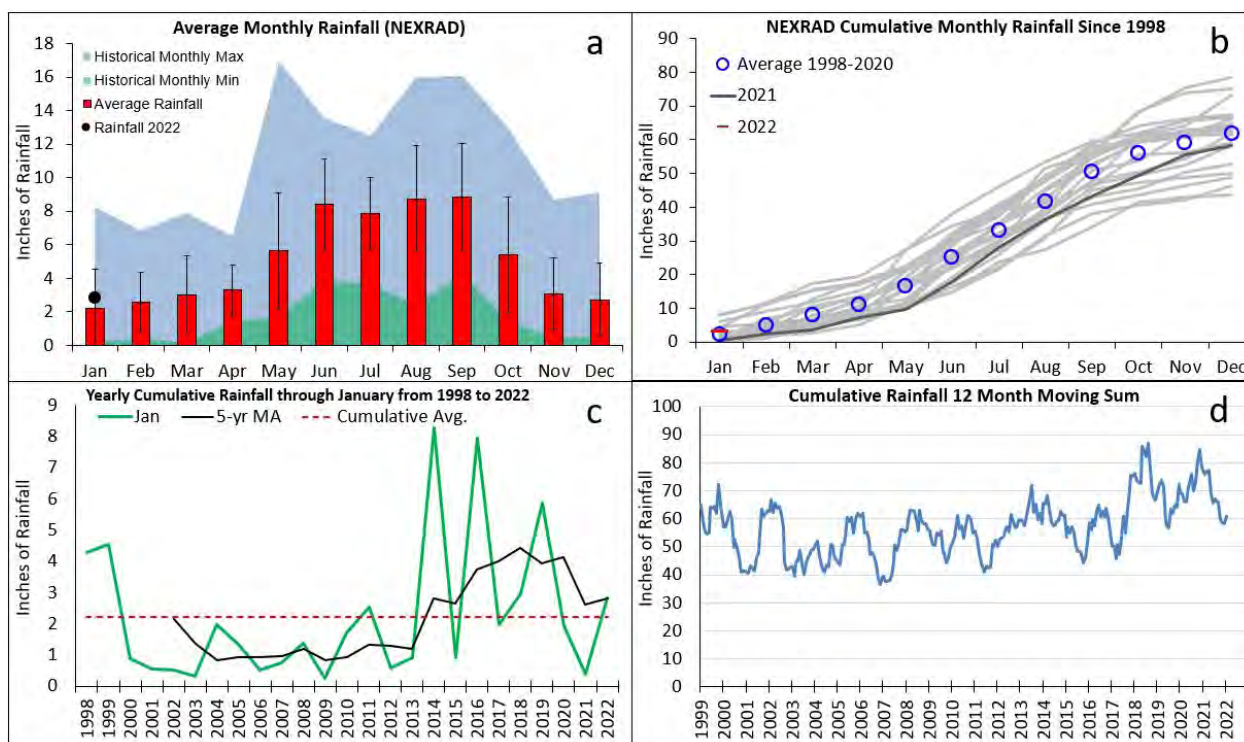


Recently, there was media coverage about the CDC publishing nationwide wastewater surveillance data map. Last year, when the CDC announced this project, we contacted them to provide our data but the CDC explained that they would only accept data from the state health department. Coincidentally, last month the Florida Department of Health contacted us for our data as part of the CDC's project. Our data does not yet display on the CDC's website, but the state's reporting agency has all of our data and they can easily access it from our website.

Channel 25 WPBF did a story on the CDC's website and featured our monitoring program. Link to the story [HERE](#).

Hydrologic Monitoring

Rainfall, averaged across the watershed during January, was 2.8". This was about 28% higher than the 2.2" average for the month (panel 'a' in figure below) and substantially higher than the 0.4" total measure during January of last year (2021). Rainfall was detected within the watershed on 17 days in January with the highest single-day total of 1.0" recorded on January 10. For January, the monthly rainfall total is also the cumulative rainfall (panel 'c' in figure below). The rolling 12-month rainfall sum (Feb 2021 – Jan 2022) continues its downward trend at 60.9" compared to 76.8" measured during the same 12-month period last year (panel 'd' in figure below).



Figures above display various measures of rainfall. Panel (a) shows average monthly rainfall from 1998 to 2021 (red bars; error bars indicate ± 1 sd). Black dots indicate monthly rainfall for 2022. 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 2022; dark gray line indicates rainfall during 2021. Blue circles are monthly cumulative average rainfall measured between 1998-2021. Panel (c) shows cumulative annual rainfall using NEXRAD radar-based data. Green line indicates cumulative rainfall through January for each year since 1998, when the radar-based rainfall measurements began. Black line is the 5-year moving average across all years and red dashed line shows cumulative average through indicated month. Panel (d) shows cumulative 12-month moving sum of monthly rainfall.

With near average rainfall and no significant rainfall events in January, river flows remain moderate. Flow measured at Lainhart Dam during January decreased slightly since the previous month and ranged from 107 cfs to 214 cfs with an average flow of 148 cfs. However, flow was higher than the same period 2021 when during dry conditions flow ranged 44 cfs to 104 cfs with a monthly average of only 70 cfs. As expected, there was no flood control releases through the S-46 flood control structure in January, nor were there were any flow or salinity Minimum Flow and Level (MFL) exceedances throughout the month.

Our datasonde water quality instruments that measure several water quality parameters every 15 minutes measured some noteworthy low temperatures during the recent cold weather. Our instrument at Kitching Creek dipped to a brisk 56.8° F on January 31.

Oyster Spat Monitoring

Oyster spat settlement evaluation for the 33-day period ending January 11 is complete and indicates that while oyster settlement activity had slowed but was slightly above average for the period. In the Northwest Fork, the majority of the settlement occurred at the downstream site.

Oyster spat settlement in the Southwest Fork experienced a slight increase over the previous period with a little more than half, or 57%, of settlement activity occurring at the downstream site.

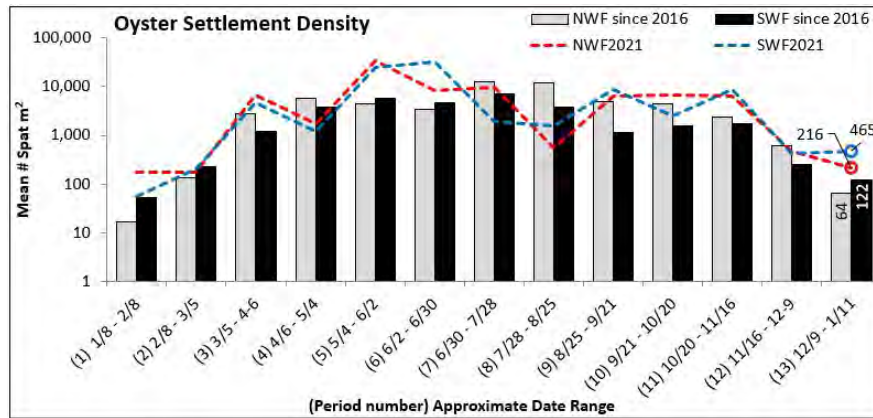
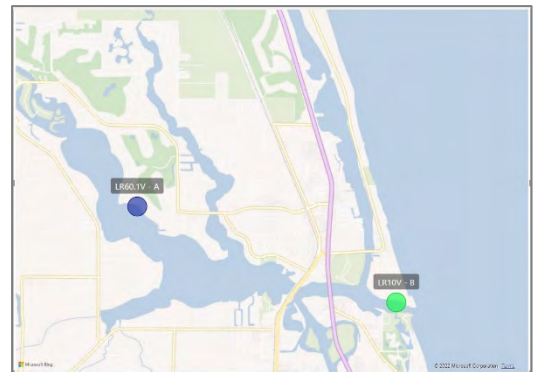


Figure shows mean oyster spat settlement for the Northwest Fork (gray bars) and the Southwest Fork (black bars) since 2016. Dashed lines show oyster spat settlement so far for 2021 in the NWF (red) and SWF (blue). Note logarithmic scale of vertical axis.

Volunteer Water Quality

The overall Volunteer Water Quality grade for January 2022 was an “A” with generally good water quality at both sites presently monitored. The poor water clarity (or visibility) grade of “F” at station 10 (Jupiter Inlet) dropped the average to a “B” at that site. There has been some persistent high turbidity associated with the fresh beach nourishment sand/silt and rough seas.



Site	Temp (F)	Secchi	Salinity	pH	DO	DO%	Color	Vis	Salt	pH	DO	DO%	Color	Score	Grade
LR10V	21.0	1.33	34.6	8.2	7.2	98.8	1.0	F	A	A	A	A	A	88.9	B
LR60.1V	19.3	0.90	27.7	8.0	6.1	78.1	1.0	A	A	B	A	B	A	93.8	A
Average	20.2													91.2	A

VAB (Visible at Bottom)

DO (Dissolved Oxygen)

ND (No Data)

Customer Service

Payment Processing

We began the 1st Quarter 2022 billing on January 19 and staff were busy processing over 6,500 payments, totalling nearly \$754K, from our quick paying customers. Bills are due February 23.

New Customer Information & Billing System

The selection committee and customer service staff were busy reviewing proposals and presentations for our customer information & billing, payment services and print & mail solution providers. Staff's recommendation is provided for the Board's consideration this month.

Information Technology (IT)

Accounting Reports

The Finance Department has been working on the implementation of their new finance management system software – Microsoft Dynamics 365 Business Central. One of the benefits of this new, cloud-based solution, is the simple integration with Microsoft's Power BI, the remarkable tool used extensively throughout the organization for interactive data analysis and visualization. The IT Department has been assisting with the creation of automated, dynamic reporting that are used by staff on a regular basis and are consistent with previous reporting. In addition, they provide users the flexibility to interactively drill into details and show historical comparisons. We are excited to provide these new and powerful automated financial tools to the organization.

Sample screenshot of the new interactive and automated financial reporting using Power BI

Loxahatchee River District Budget to Actual by Department for the FY 2022 ending 10/31/2021						
8% FYTD Budget Expended		8% Budget Benchmark				
Department Combined	Current Period	YTD Actual	Budget	Budget Variance	Budget Expended	Previous FYTD
40-10 Executive	\$126,013	\$126,013	\$1,135,125	\$1,009,112	11%	\$164,226
40-20 Professional Services						
531100 Engineering			\$70,000	\$70,000		
531300 Legal Expense Non-Litigation	\$50,910	\$50,910	\$75,000	\$24,090	68%	
531400 Legal Expense-Litigation			\$60,000	\$60,000		
531500 Legal Expense-Collections			\$5,000	\$5,000		
531600 Pension Advisor	\$9,000	\$9,000	\$30,000	\$21,000	30%	\$4,250
531700 Human Resource Law	\$700	\$700	\$9,000	\$8,300	8%	\$150
531800 Investment Advisor	\$15,000	\$15,000	\$10,000	(\$5,000)	150%	
532100 Audit Services			\$35,800	\$35,800		
Total	\$75,610	\$75,610	\$294,800	\$219,190	26%	\$4,400


Loxahatchee River Environmental Center

February 2022

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%
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%
	Sept	237%	7.6	192%	85%	66%	519%	4.6	7.8	91%	83%
	Oct	63%	7.8	77%	81%	92%	155%	5.0	7.8	104%	90%
	Nov	76%	8.0	75%	87%	112%	156%	4.9	7.9	89%	101%
	Dec	74%	8.1	67%	86%	63%	193%	4.9	7.6	95%	120%
2022	Jan	44%	8.4	65%	73%	65%	236%	4.9	7.6	98%	111%
Consecutive Months at Green		0	13	0	0	0	11	13	13	5	4
Metric Owner		O'Neill	O'Neill	O'Neill	Harris / Duggan	Miller	O'Neill	O'Neill	O'Neill	O'Neill	O'Neill

Metric	Explanation
Environmental Stewardship Impact	With the new fiscal year, targets were reassessed and raised to 80% capacity of our pre-COVID numbers. Palm Beach County schools have been slow to come back to field trips. As a result, we are seeing fewer field trips and the field trips that are scheduling are private schools or homeschool coops that typically have 25 students or less in their group. We are seeing only 30-50% of our normal average of school students.
Total Visitors	This number also reflects the reduced amount of field trip participants.
Average Program Participation	The dip in this number was a result of a few schools showing up with significantly less students than they had booked, and the January Girl Scout Program only booked to 50% capacity.
Volunteer Hours	We are starting to see more volunteers back this month and we have trained a few new volunteers, but participation is still low.

River Center General

Special Programs

Nature Hike – JILONA [Tuesday, January 4th]

On January 4th the River Center welcomed the new year with a nature walk through the Jupiter Inlet Lighthouse Outstanding Natural Area. Visitors hiked with two River Center staff members along the trails learning a brief history of the land and identification of the organisms found. Along the hike visitors saw various native plants such as Hercules Club, Rouge Plant, Wild-Lime, and Sandy Beach Oak along with other organisms like mushrooms and lichens. Visitors saw wildlife including osprey, seagull, animal tracks/scat and various butterflies. It was a beautiful morning on the trail, and we can't wait to have more wonderful experiences in this location.



Homeschool Workshp: Reptiles of the Loxahatchee [Thursday, January 20th]

The River Center hosted a Homeschool Workshop for students ages 7-10. This class was titled *Reptiles of the Loxahatchee*. Reptiles are an important part of the Loxahatchee River ecosystem. Reptiles such as alligators, lizards, freshwater turtles, and snakes have unique adaptations that allow them to thrive in our swamps and marshes. Fourteen students got up close with some of the resident reptiles, learned about their distinctive characteristics, and discovered what makes them unique. Afterwards they paired up to explore and examine the numerous bio-facts and replicas the River Center has. They performed recorded scientific investigations to help develop their inquiry-based skills.

LRD Connections:

- **Water Supply** – The overall water conditions determine whether reptiles, and their food, can survive in a habitat. Salinity, temperature, and water clarity affect what plants and animals can live in a habitat; if the habitat cannot support the reptile's food, then they cannot live there either. The Loxahatchee River District helps to limit this issue by recycling wastewater and assisting in stormwater management, so it does not enter the river system, along with conducting water quality monitoring research to further assist the health of the Loxahatchee River and surrounding watershed.
- **Stormwater** - As stormwater enters the river system it brings other potentially harmful contaminants to the habitat. Stormwater can contain chemical pollutants, solid pollution, bacteria, and large amounts of freshwater which will disrupt the balance of water quality. Stormwater in the form of runoff will also erode riverbanks that aquatic reptiles use to climb in and out of the river. The Loxahatchee River District works with partner agencies and companies to limit these risks.

Girl Scout Eco-Action Workshop: Wilderness Explorers [Saturday, January 22nd]

This Eco-Action Girl Scout Workshop was titled *Wilderness Explorers* with Daisies earning their Eco Explorer badge and Brownies earning their Outdoor Adventurer badge. The girls jumped into the great outdoors for a morning of creativity, teamwork, and skill building! Girls learned what to pack and what to wear to protect themselves on a hike. They also learned how to protect nature by respecting wildlife and packing out their trash. They got to explore and play outdoors in brand new ways by designing fairy huts, collecting insects, and investigating the River Center's pollinator garden. Girls also learned some camp skills including how to work as a team putting up a tent, rolling up a sleeping bag, and how to use



old items in different ways like bandanas. We had 24 girls, 14 leaders, and one Girl Scout dad participate in the workshop. Special thanks to the River Center's and Society of Women Engineers' volunteers that came to help throughout the morning.

LRD Connections:

- *Water Supply* – Students learned about water conservation efforts including planting native plants, right plants/right place, and proper watering practices.
- *Solid Waste* – In our protecting nature section of the workshop, girls learned about how trash can harm wildlife. They were shown the concept of “pick it up, pack it out, take it home.” Leave no trace hiking that helps nature by leaving only footprints.



Nature Hike- Frenchman's Forest [Friday, January 28th]

The River Center team facilitated a nature hike as part of our Naturalist Series. Fourteen visitors and two staff took a trip through Frenchman's Forest, located in Palm Beach Gardens. The wet, low-lying areas of this 172-acre natural area were once part of the headwaters of Lake Worth Creek, a meandering blackwater creek that flowed north to the Loxahatchee River. Over 500 animal and 200 plant species call this site home including great horned owls, red-bellied woodpeckers, gopher tortoises, red-shouldered hawks, fish, wading birds, and manatees. There are numerous hiking trails, each color-coded, and a paved path as you enter. Participants walked along the color-coded trails viewing Staghorn ferns, Cypress trees, Florida Slash pines, Leather ferns, Lichens, Cardinals, Red-shouldered Hawks, and Swallowtail butterflies.

LRD Connections:

- *Water Supply* – Frenchman's Forest was the historic headwaters for the Lake Worth Creek that flowed into the Loxahatchee River.

Blooming in the Garden [Saturday, January 29th]

The Blooming in the Garden program is for families with early learners. The theme this month was “Lunch for a Bear” and included a story and craft activity about bears. This lesson came from FWC's Growing up WILD and Florida Black Bear curriculum through Project WILD. Families got the opportunity to explore the River Center's pollinator garden spotting all the different things a bear might eat. We had 12 children and 12 adults enjoy exploring nature and getting their hands dirty.

Science with Sam [Wednesday, January 12, 19, and 26th]

In January, Science with Sam taught three classes on fish morphology, orienteering and sea urchins. In the fish morphology lesson, students learned how different body shapes of fish help them survive in their habitat. Students looked at the difference between mouth shapes/position, fin shape, body size and eye size/position. Students walked around the River Center and identified where fish might live, what they might eat, and their general behavior by observing these characteristics. The class ended with students creating their own fish craft and making a story about how their fish will use its body features to survive. We discussed the water we use and the water fish and other animals need, and how we share resources.



The orienteering lesson took place at BLM utilizing the front yard of the River Center houses. In the orienteering lesson, students learned what a compass is, how a compass works, how to use a compass, cardinal/ordinal directions, and pace. Students calculated their individual pace, and tested their compass skills in a set orienteering course. The lesson ended with a game of compass-ball, of which the goal is for students to work as teams to learn the cardinal and ordinal directions. Orienteering engages students with nature, cultivating a sense of environmental stewardship.

In the sea urchin lab students learned what type of animal a sea urchin is, the senses they have, where they live, and how they protect themselves. Students made hypothesis and part took in a series of simple experiments to observe sea urchin behavior while the urchin was right side up, up-side down, and given objects to camouflage with. At the end of class students were able to hold their urchins.

LRD Connections:

- **Solid Waste** – *Reducing our trash so that it does not end up in our waterways is important for marine life.*
- **Wastewater** – *recycling wastewater prevents pollutants from entering our river and is a resource that we can share with wildlife.*

Volunteer of the Month

The River Center volunteer of the month for January 2022 is Monique Mayer. Monique is a new River Center volunteer but has been an integral part of our team. Monique has learned her River Center responsibilities quickly, always excelling in what we ask her to do. She has even stepped up in key moments to attend to visitors when staff were unavailable. We are looking forward to seeing her skillset and knowledge of the Loxahatchee River increase even more. Thanks, Monique, for all you do!



Upcoming River Center Events

RSVP at www.lrdrivercenter.org/events-calendar
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.

February 19, 8 a.m. – 4 p.m.: Boating Safely Class: The River Center continues to collaborate with the US Coast Guard Auxiliary “Flotilla 52” to provide a series of Boating Safely Classes targeted specifically to young boaters in our community. These classes are provided through a generous sponsorship by the AustinBlu Foundation, a not-for-profit dedicated to raising awareness and promoting educational programs to improve boater safety. Recommended for children 12 years and up.

February 19, 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 is time to go home, children will receive seeds to take home to start their own garden! So do not miss this exciting opportunity for your little ones to enjoy nature!

February 25, 2 – 4 p.m.: Sweet Bay Natural Area: Come explore with us! Tie up your hiking boots and join the River Center on Friday, Feb. 25th for our Nature Walk through Sweet Bay Natural Area. Walk along the guided paths and immerse yourself in this local natural area. We will explore a path inside this natural area with uneven terrain. Interested participants should wear closed toed shoes, long pants(recommended), a walking stick, comfortable clothing and bring plenty of water. Please RSVP to attend. Space is limited.

March 5, 10am – 12pm: Atala Festival: Flutter on over to the River Center’s second Atala Butterfly Festival and Family Day! On Saturday, March 5th we are celebrating the Atala butterfly! Once thought to be extinct, this beautiful butterfly is local and thriving right in our own backyards. Join us for our exciting event which will include butterfly arts and crafts, native plant seed harvesting, native plant sale, and tours of the River Center migratory bird and butterfly garden.

March 9, 16, 23, 30th: 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 hands-on opportunities with wildlife. Each month has a different theme! Upcoming themes are: 12/8 – Rocks Rock @ BLM (Bureau of Land Management) & 12/15 – Powerful Pollution

March 15, 9am – 11am: Nature Hike – North Jupiter Flatwoods: Come explore with us! Tie up your hiking boots and join the River Center on Tuesday, March 15th for our Nature Walk through North Jupiter Flatwoods. Walk along the guided paths and immerse yourself in this local natural area. We will explore a path inside this natural area with uneven terrain. Interested participants should wear closed toed shoes, long pants (recommended), a walking stick, comfortable clothing, and bring plenty of water. Bug spray is highly recommended. Make sure to RSVP to this event! Space is limited.

March 16, 9am – 12pm: Fishing Clinic: Fishing clinics are a fantastic way for kids to learn the basics of fishing methods and tactics! Make sure to join us for an engaging overview that includes knot tying, fish identification, and of course fishing! The cost is \$10 per child. Interested participants should bring water, sunscreen, a hat, and sunglasses.

March 17, 10am – 1 pm: Craft-a-Palooza: LET’S GET CRAFTY! Join us in the River Center classroom for some FREE arts and crafts, games, activities, music, and fun. This is a free event, and no RSVP is required to attend or participate. Our crafts are designed for children ages 3-10. Make sure you do not miss out on this exciting event! No registration required.

March 18, 10am – 12 pm: Kayak Tour: Cypress Creek South Natural Area: Join us for our public kayak tour on Friday, March 18th from 10:00 am – 12:00 pm. Launching from Cypress Creek South, guests will paddle along through a beautiful cypress swamp. Keep your eyes sharp, as this is a great area for birding. Don’t miss out on this awesome excursion! All equipment is provided. Interested participants should bring water, water shoes and anything that will make them comfortable in nature. Our kayaks are tandem kayaks, or double seated, if you do not register with a partner, you will be assigned one. Registration is required. Space is limited.

March 19, 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 is time to go home, children will receive seeds to take home to start their own garden! So do not miss this exciting opportunity for your little ones to enjoy nature!

March 26, 8 a.m. – 4 p.m.: Boating Safely Class: *Classes are planned to resume IN PERSON!* 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.

March 31, 5 – 7pm: Nature Hike – Pine Glades Natural Area: Come explore with us! Tie up your hiking boots and join the River Center on Thursday, March 31st for our sunset nature walk through Pine Glades Natural Area. Walk along the guided paths and immerse yourself in this local natural area. We will explore a path inside this natural area with uneven terrain. Interested participants should wear closed toed shoes, long pants(recommended), a walking stick, comfortable clothing and bring plenty of water. Bug spray and a flashlight are highly recommended. Please RSVP to attend. Space is limited.

April 2, 8:30 a.m. – 12:30 p.m.: Girl Scouts Fish Like a Girl: This first-time opportunity for Girl Scouts to get “hooked” on fishing with this workshop for older girls. Inspired by the “Run Like A Girl” video, we know that there are lots of things that we can do “like a girl.” Girls will learn the basics of fishing including knot tying, tackle, and casting. Other topics that will be covered are conservation,

regulations, and fish identification. And, of course, we will be fishing!!! Price includes Fish Like a Girl Fun Patch and T-shirt

April 13, 20, 27th: 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 hands-on opportunities with wildlife. Each month has a different theme!

April 15, 10 a.m. – 12 p.m.: Kayak Tour – Winding Waters Natural Area: Join the River Center for our Public Kayak Tour to Winding Waters Natural Area. Paddle along through the freshwater marsh on our naturalist led tour for great views of local wildlife. All equipment will be provided but interested participants should bring water shoes, sunscreen, and plenty of water! The cost for this program is \$20 per person. Make sure to reserve your spot today! Space is limited! Kayak Difficulty Level: Easy to moderate, all paddler levels welcome.

April 22, 2-4 p.m.: Nature Hike at Pal Mar Natural Area: Come explore with us! Lace up your hiking boots and join the River Center on Friday, April 22nd for our Nature Walk through Pal Mar-Hungrylands. Walk along the guided paths and immerse yourself in this local natural area. We will explore a path inside this natural area with uneven terrain. Interested participants should wear closed toed shoes, long pants, a walking stick, comfortable clothing and bring plenty of water. Make sure to RSVP to this event! Space is limited.

April 23, 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 is time to go home, children will receive seeds to take home to start their own garden! So do not miss this exciting opportunity for your little ones to enjoy nature!



LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

To: D. Albrey Arrington, Ph.D., Executive Director
From: Ed Horchar Safety Officer
Date: February 09, 2022
Subject: District Safety Report for January 2022

Safety Metrics: January 2022

OSHA recordable injuries: Zero

Lost time injuries: Zero

Actual TRIR: 2.6 [Goal < 2.3]

TRIR = Total Recordable Incident Rate

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

OSHA Recordable Incidents/MVA's:

For the second month in a row the LRD experienced zero OSHA Recordable Injuries and zero Motor Vehicle Accidents (MVA). With two recordable injuries in the last 12 months, we have sustained a Total Recordable Incident Rate (TRIR) of 2.6, above our goal of 2.3.

With a total of three MVAs in the last 12 months, the MVA incident rate is at 3.5. Above the LRD MVA goal of 2.2. The LRD did experience two reported motor vehicle near misses.

Sustainment:

Again, the volume of JHA activity continued at a high level in January, consistent with the volume in the past 10 months. Collections, Construction, Reuse, Maintenance and Operations all continue to complete this required assessment. The following is a comparison of January's JHA's performed per employee in each participating department:

Reuse:	25 JHA's / employee.
Collections:	23 JHA's / employee.
Maintenance:	5 JHA's / employee.
Operations:	1 JHA / employee.
Construction:	1 JHA / employee.

Moving forward, we continue to take the steps necessary to integrate JHA's in the EAM Work Order system which will streamline the process. However, the need for all District employees to participate in this activity is essential for visualizing the risks of each task and to reduce the probability of workplace injuries.

James D. Snyder
CHAIRMAN

Gordon M. Boggie
BOARD MEMBER

Stephen B. Rockoff
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

Near miss reporting levelled out in January. Near Miss reporting for the 12-month rolling average inched up to 1.75 submittals per month compared to an average of 1.33 submittals per month from December's report. This is better but not the significant shift we are expecting. With Near Miss training planned for the end of February / early March, we expect to realize an increase in volume by the end of March. With that being said, the importance of near miss reporting has positively impacted the District even with the lower than desired volume being reported today. Some examples of recent corrective actions are indicated below.

- PPE enhancement for the chlorine cylinder operations will eliminate mask fogging and enhance vision. Power Air Purifying Respirator use has been tested on site and procurement is planned in February.
- The elimination of tripping hazards by the installation of hose reel stations.
- Controlling slips of walking surfaces by power washing a slippery surface and adding a PM in EAM to periodically address the issue.
- Addressing traffic flow management. Motor Vehicle traffic patterns will be enhanced for the Warehouse – Operations Administration Building – Operations Control Building area in February. We will communicate the changes in advance. The enhancement will include travel lanes with lines and clear identification for one-way traffic, loading zones and no parking areas.

Remember, there is no bad near miss report. We need District employees to report any such issues and we will evaluate each to determine the appropriate corrective action.

Safety Committee meetings are scheduled to begin February 24th. Members have been identified. I look forward to working with the committee and together expect to add value to the District's health and safety program.

Training:

Management of Traffic training was performed February 1 – 2 for 10 District employees. Two employees need to complete the MOT for 100% compliance.

CPR/AED and Bloodborne Pathogen training is scheduled for February 21st. Upgraded AED's have been purchased and will be distributed prior to training. We anticipate at least one more training class will be conducted. It is highly recommended District employees sign up for this training. Contact Ed Horchar or Andrea Atkins to register.

Recently five employees have received CDL learners permits with the formal four-day SAGE class scheduled in March. Currently nine District employees need the CDL designation to reach 100% compliance.

Overall, we moved in the right direction in January and progress is being made to address the things we can do to eliminate risks. Employee involvement and training will continue to increase. We are all busy and need to stay focused by performing all tasks safely. I look forward to working with everyone in the next month to improve our sustainment and training activities.



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D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

TO: Governing Board
FROM: Administration Staff
DATE: February 17, 2022
SUBJECT: Consultant Payments

The following amounts have been reviewed and approved for payment to our consultants for work performed during the prior month.

Consultant	Prior Month	Fiscal YTD
Shenkman	\$ 5,120.00	\$ 30,105.00
Baxter & Woodman	\$ 1,578.89	\$ 33,620.44
Carollo	\$ 12,478.81	\$ 48,197.99
Chen Moore	\$ 1,630.00	\$ 23,281.40
Holtz	\$ 12,127.18	\$ 112,682.68
KCI	\$ 3,716.60	\$ 6,727.80
Mock, Roos & Associates	\$ 13,571.00	\$ 27,142.00

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

James D. Snyder
CHAIRMAN

Gordon M. Boggie
BOARD MEMBER

Stephen B. Rockoff
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Dr. Matt H. Rostock
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Future Business

General:

- Liability Insurance

Neighborhood Sewering:

Future Contracts:

- Clarifier #3 Rehabilitation – Construction Contract
- Jupiter Inlet Lighthouse ONA Septic to Sewer– Construction Contract
- Lift Station Telemetry– Construction Contract

Potential Workshops:

- Board Member Questionnaire regarding 2500 Jupiter Park Dr Site Plan
- Rate Consultant Discussion
- Discussion of 20 Acres Site Plan

