



# 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](http://loxahatcheeriver.org)

**REVISED AGENDA**  
**REGULAR MEETING #16-2022**  
**DECEMBER 15, 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 3
  - C. Additions and Deletions to the Agenda
3. Comments from the Public
4. Status Updates
  - A. Loxahatchee River Watershed Page 8
  - B. Loxahatchee River District Dashboard Page 9
5. Consent Agenda (see next page) Page 10
6. Regular Agenda
  - A. Consent Agenda Items Pulled for Discussion
  - B. FY23 Main Lining – Piggyback Contract Page 88
  - C. Money Purchase Plan and Trust (Retirement Plan) Investment Policy – to approve revisions Page 104
  - D. Executive Director Annual Review Page 122
7. Reports (see next page) Pulled for Discussion
8. Future Business Page 184
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: December 12, 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. Procurement Policy and Procedures – to approve policy updates [Page 11](#)
- B. Purchase of replacement Network Switches – to approve purchase [Page 54](#)
- C. Low Pressure Pump Stations – to approve purchase [Page 59](#)
- D. Vehicle Fleet – to approve purchase [Page 63](#)
- E. Electrical System Condition Assessment, Short Circuit, Device Coordination and Arc Flash Study – to approve Professional Engineering Services Agreement [Page 67](#)
- F. Bulk Polymer (SNF Polydyne) – to approve annual contract [Page 75](#)
- G. Fixed Asset Disposal – to approve disposal [Page 80](#)
- H. Change Orders to Current Contracts – Bureau of Land Management (BLM) Home Demo and Construction - Additional Professional Engineering Services [Page 82](#)

## 7. REPORTS

- A. Neighborhood Sewering [Page 127](#)
- B. Legal Counsel's Report [Page 129](#)
- C. Engineer's Report [Page 133](#)
- D. Busch Wildlife Sanctuary [Page 142](#)
- E. Director's Report [Page 143](#)



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## MEMORANDUM

TO: Governing Board  
FROM: Recording Secretary  
DATE: December 09, 2022  
RE: Approval of Meeting Minutes

Attached herewith are the minutes of the Regular Meeting of November 17, 2022. As such, the following motion is presented for your consideration:

**“THAT THE GOVERNING BOARD approve the minutes of the Regular Meeting of November 17, 2022 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  
NOVEMBER 17, 2022

1. CALL TO ORDER

Chairman Snyder called the Regular Meeting of November 17, 2022 to order at 7:00 PM.

2. ADMINISTRATIVE MATTERS

A. ROLL CALL

The following Board Members were in attendance:

Mr. Snyder  
Mr. Boggie  
Mr. Rockoff

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

Consultants in attendance were Mr. Curtis Shenkman and Mr. Hunter Shenkman from Shenkman Law, Rebecca Travis from Baxter & Woodman (via Goto Webinar) and Jim Casto and Lisa Wynne from Busch Wildlife Sanctuary.

Recently elected Board Members in attendance included Mr. Clinton Yerkes and Mr. Kevin Baker.

B. PREVIOUS MEETING MINUTES

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

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

C. ADDITIONS & DELETIONS TO THE AGENDA

Pull Item 5B for discussion  
Move Item 6E to before 6B

3. COMMENTS FROM THE PUBLIC

No comments from the public were received.



#### 4. STATUS UPDATES

##### A. LOXAHATCHEE WATERSHED STATUS

Mr. Howard presented seagrass monitoring results from the Wild Pine Lab's monitoring efforts this summer and fall. In general, seagrasses have been in a long-term state of decline, but there is recent evidence suggesting some seagrasses are moving in a positive direction.

##### 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 Items A, C and D from the Consent Agenda of November 17, 2022."

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

##### A. Jupiter Gardens Apartments – to approve partial release of easement

"THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute the Partial Release of Easement."

##### C. Fixed Asset Disposal – to approve disposal

No assets were presented for disposal

##### D. Change Orders to Current Contracts – IQ511 Pump Station Piping Modifications/N20036: Additional Professional Engineering Services During Construction

"THAT THE GOVERNING BOARD authorize Change Order 002 to Baxter & Woodman Inc.'s contract for IQ511 Pump Station Piping Improvements in the amount of \$15,000.00."

#### 6. REGULAR AGENDA

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

5B 2023 Public Meeting Annual Schedule – to approve schedule of meetings

"THAT THE DISTRICT GOVERNING BOARD approve of the 2023 public meeting schedule as revised, incorporating the second Thursday, December 14, 2023, for the December meeting."

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

E. Busch Wildlife Sanctuary – license agreement extension

“THAT THE DISTRICT GOVERNING BOARD authorize Board Chairman Jim Snyder to execute the attached “Restated LICENSE AGREEMENT Extension #2”, and wishes Busch Wildlife Sanctuary well as they complete construction of their new campus and facilities.”

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

B. FY23 Main Lining – Piggyback Contract

“THAT THE DISTRICT GOVERNING BOARD authorize the “piggyback” of the St. Johns County Master Contract No. 21-MCC-GRA-13190 with Inliner Solutions for an amount not to exceed \$1,125,000.”

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

C. FY23 Lateral Lining – Piggyback Contract

“THAT THE DISTRICT GOVERNING BOARD authorize the “piggyback” of the City of Plantation Agreement No. 070-21 with BLD Services, LLC for an amount not to exceed \$2,225,000.”

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

D. Bureau of Land Management – Weather Bureau

Dr. Arrington discussed his memo to the Board introducing the concept of the District potentially re-constructing the historic Weather Bureau at the Jupiter Inlet Lighthouse Outstanding Natural Area and relocating the River Center to this facility. The Governing Board expressed an appreciation for the site as very suitable for conducting environmental education programs, and there was a clear consensus among Board Members that this concept was worthy of pursuing. Nonetheless, there are many questions that need to be addressed. For example, can we enter into an agreement with the federal government that guarantees that we will be able to recoup the value of our investment if we construct the Weather Bureau? Can we develop and implement an equitable solution to fund this project? What is the best approach to finding partners that will share the cost burden of such a project? Dr. Arrington indicated that he heard the Board consensus and concerns and that he will begin working to answer or address the questions raised. He also invited the Board to please reach out to him if they think of any other pressing issues.

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

10. ADJOURNMENT

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

“That the Regular Meeting of November 17, 2022 adjourns at 8:21 PM.”

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BOARD CHAIRMAN

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BOARD SECRETARY

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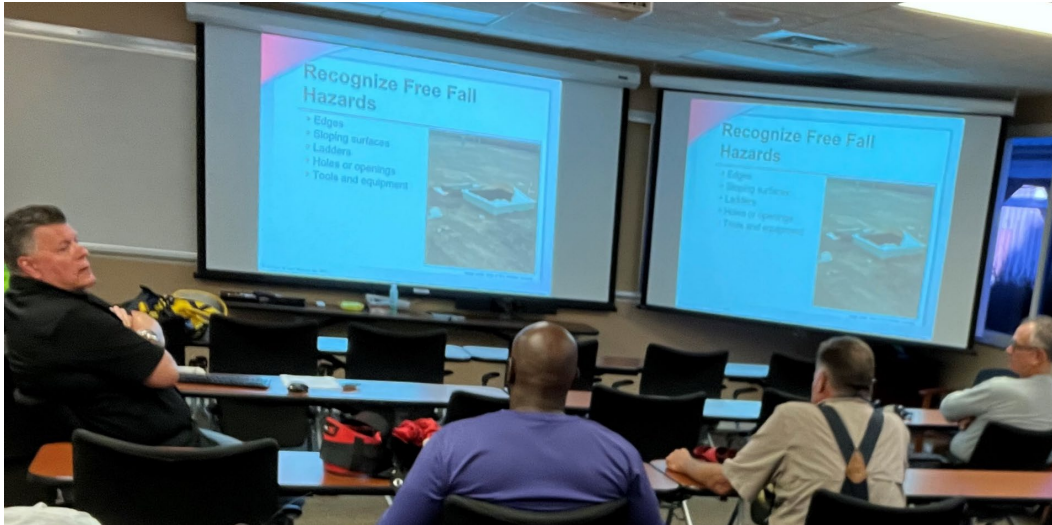
RECORDING SECRETARY





# Loxahatchee River District Watershed Status Update

## *Workplace Safety – a year in review*




This month  
Ed Horchar,  
LRD Safety  
Officer, will  
present on  
workplace  
safety.



# 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
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
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
2021	Nov	75%	12	0	565; 0	7.4	0	1,164	0	1	\$ 42,924,083	97%	91%	81%	(49)	0	9.9	3
	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
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
	Feb	79%	8	0	225; 0	7.3	0	1,383	0	0	\$ 44,675,863	101%	94%	80%	(54)	0	30.2	3
	Mar	91%	12	0	241; 0	7.2	0	1,384	0	0	\$ 44,151,634	100%	93%	80%	(59)	0	24.0	2
	Apr	104%	22	1	217; 0	7.1	0	1,296	0	0	\$ 44,230,248	103%	93%	83%	(62)	0	29.3	4
	May	55%	13	0	13; 0	6.5	0	1,312	1	0	\$ 46,067,857	102%	92%	81%	(39)	16	31.8	2
	June	86%	14	0	17; 0	6.6	0	1,249	1	0	\$ 44,902,557	101%	91%	81%	(36)	0	20.6	4
	July	95%	8	0	310; 0	6.2	0	1,245	7	0	\$ 44,247,503	102%	93%	81%	(52)	0	26.9	4
	Aug	88%	10	0	45; 0	6.3	0	1,275	4	0	\$ 45,392,935	101%	92%	84%	(69)	0	32.2	3
	Sept	77%	10	0	11; 0	6.4	0	1,207	13	0	\$ 43,373,290	92%	92%	84%	(87)	0	5.0	4
	Oct	79%	13	0	120; 0	6.9	0	1,101	5	0	\$ 43,464,126	97%	84%	86%	(34)	0	13.8	3
	Nov	53%	9	0	31; 0	7.2	0	1,269	3	0	\$ 45,258,800	103%	83%	87%	(36)	0	17.3	0
Consecutive Months at Green		0	7	7	11	162	19	16	0	12	158	13	0	10	0	6	0	1
Metric Owner		O'Neill	Pugsley	Dean	Dean	Pugsley	Pugsley	Pugsley	Dean	Horchar	Fraraccio	Fraraccio	Fraraccio	Dean	Dean	Howard	Howard	Howard

Metric

Stewardship  
Reclaimed Water  
Capital Projects (time)  
Salinity @ North Bay

Explanation

Our attendance was impacted by Hurricane Ian in October and Hurricane Nicole in November. Without the impact of these storms, our attendance was still down considerably from our target visitation rates. Our first time visitors are actually above average, and it appears visitation is down among repeat visitors. Staff are working to better understand what is driving this trend.

Our reclaimed water system was shut down for two full days for Hurricane Nicole. Only one system did not receive their full allotment when the system was restarted following the storm.

The following projects remain behind schedule: (1) fleet vehicle purchases; (2) Science Center at Jupiter Inlet Lighthouse Outstanding Natural Area; (3) Master Lift Station Traveling Bridget Crane. Additional details are available in Kris' report.

High freshwater flows influenced by Hurricane Nicole caused salinities to be lower than desired in downstream portions of the estuary. See Bud's report for more detailed information.





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## MEMORANDUM

TO: Governing Board  
FROM: Administration Staff  
DATE: December 07, 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. Procurement Policy and Procedures – to approve policy updates
- B. Purchase of replacement Network Switches – to approve purchase
- C. Low Pressure Pump Stations – to approve purchase
- D. Vehicle Fleet – to approve purchase
- E. Electrical System Condition Assessment, Short Circuit, Device Coordination and Arc Flash Study – to approve Professional Engineering Services Agreement
- F. Bulk Polymer (SNF Polydyne) – to approve annual contract
- G. Fixed Asset Disposal – to approve disposal
- H. Change Orders to Current Contracts – to approve change order

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

The following Motion is provided for Board consideration:

**“THAT THE GOVERNING BOARD approve the Consent Agenda of December 15, 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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## MEMORANDUM

**To:** LRD Administrative Committee  
**From:** Kara Fraraccio, Director of Finance and Administration  
**Date:** December 9, 2022  
**Subject:** Procurement Policy Update

District staff relies on our Procurement Policy document for guidance and direction when purchasing goods, supplies, and services. The last revision to this policy was approved by the Governing Board in December 2020. Following this memo, you will find the draft Procurement Policy with recommended revisions shown using track changes.

The most meaningful revisions to our Procurement Policy can be summarized as:

1. We continue to systematically work to improve the clarity and semantics of the language used throughout the policy.
2. Added provisions for the use of DemandStar throughout the document as necessary.
3. Defining *Cone of Silence* as a prohibition on any communications, except for written correspondence, regarding a particular RFP, RFQ, ITB, or any other competitive solicitation.
4. Defining *Electronic Meeting System* as a cloud-based software platform that provides a digital space for the District to conduct business meetings (e.g., MS Teams).
5. Defining *Public Sector Bidding Marketplace* as an online agency for posting bid documents that notifies suppliers of upcoming bids (e.g., DemandStar.com).
6. Section 2.0 COMPETITIVE SOLICITATION REQUIREMENTS – Increased the threshold of Category Three from \$50,000 to \$65,000 to accommodate observed inflation.
7. Section 2.03 BIDS AND PROPOSALS (1) – We have added language to include Electronic Meeting System as a method of holding mandatory pre-bid conferences.

*If a mandatory pre-bid conference is held via an Electronic Meeting System (e.g., MS Teams), an attendance record will be kept by the Purchasing Principal. An invitation will be sent to all plan holders at least 24 hours prior to the meeting.*

James D. Snyder  
CHAIRMAN

Gordon M. Boggie  
BOARD MEMBER

Stephen B. Rockoff  
BOARD MEMBER

Dr. Matt H. Rostock  
BOARD MEMBER

8. Section 2.03 BIDS AND PROPOSALS (3) – We have added language to include Cone of Silence provisions.

*Cone of Silence – All persons who respond to competitive solicitations are under the “Cone of Silence” once the solicitation is advertised until the appropriate authority approves an award, rejects all bids or responses, or otherwise takes action that ends the solicitation process. This limits and requires documentation of communication between potential Bidders or Proposers on District Solicitations, and District staff, Board members or selection committee members. The District reserves the right to reject an offer from any vendor who violates the Cone of Silence.*

9. Section 2.03 BIDS AND PROPOSALS (5) – We have updated language regarding bid bond requirements.

*When bid bonds are required, the bonds must be delivered to the District within 48 hours of the bid opening. The bonds must be in the form of a certified check or cashier’s check, treasurer’s check, or bank draft of any national or state bank (personal or company checks are not acceptable), or bid bond in the amount as specified in the bid documents.*

At this time, I request the Governing Board approve the following motion:

**“THAT THE DISTRICT GOVERNING BOARD ratify and approve the attached Procurement Policy and direct the Executive Director to implement the policy with an effective date of December 16, 2022.”**



Effective Date:

November 1, 2001

Revised – October 27, 2010

Revised – June 20, 2013

Revised – May 26, 2016

Revised – June 16, 2016

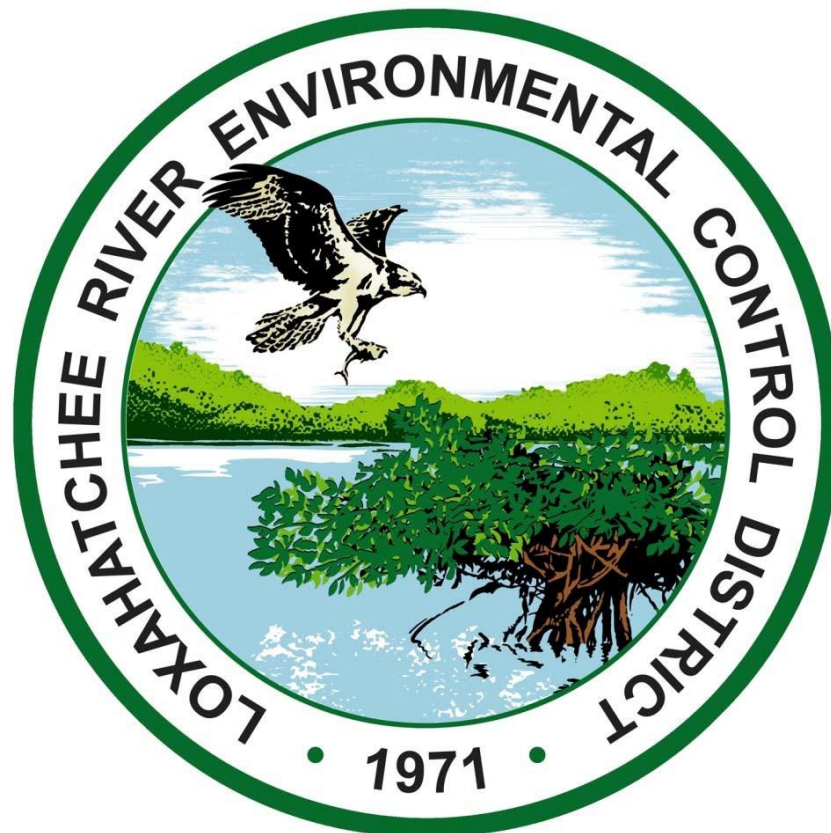
Revised – June 21, 2018

Revised – November 16, 2018

Revised – December 13, 2018

Revised – December 18, 2020

Revised – December 16, 2020



**LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT  
PROCUREMENT POLICY**

## **1.0 EXECUTIVE SUMMARY**

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

### **1.01 AUTHORITY**

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

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

The following are unauthorized purchasing practices:

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

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

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

## **1.02 DEFINITIONS**

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

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

~~10)~~**12) Design Criteria Professional** – means a firm who holds a current certificate of registration under chapter 481 to practice architecture or landscape architecture or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes to practice engineering and who is employed by or under contract to the agency for the providing of professional architect services, landscape architect services, or engineering services in connection with the preparation of the design criteria package.

~~11)~~**13) District** – means the Loxahatchee River Environmental Control District, a special district created by the Florida Legislature under Chapter 71-822, Special Acts of Florida 1971 and restated by codification in Chapter 2002-358, Laws of Florida.

**14) Electronic Meeting System** – a cloud-based software platform that provides a digital space for the District to conduct business meetings (e.g., MS Teams).

~~12)~~**15) Electronic Posting or Electronic Post** – means the noticing of solicitations, agency decisions or intended decisions, or other matters related to procurement on a centralized Internet website designated by the District for this purpose.

~~13)~~**16) Emergency Purchase** – means an expeditious purchase of goods, services, consultant services or construction services to reduce an imminent or existing threat to the health, safety, or welfare of persons or property within the District, as provided for in Section 2.09 of this Procurement Policy.

~~14)~~**17) Invitation to Bid or ITB** – means a written or electronically posted solicitation for competitive sealed bids for the purchase of goods, services, or construction. The invitation for bid is used when the District is capable of specifically defining the scope of work for which the contractual service is required or when the District is capable of establishing precise specifications defining the actual commodity or group of commodities required.

**18) Invitation to Negotiate or ITN** – means a written or electronically posted solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of goods or services.

**19) Public Sector Bidding Marketplace** – means an online agency for posting bid documents that notifies suppliers of upcoming bids (e.g., DemandStar.com).

~~1)~~**20) Purchase Order or PO** – means a legal document authorizing the purchase of and subsequent payment for materials, supplies, equipment, construction, repairs, services, etc.

~~2)~~**1) Purchase Requisition** – serves to inform the Purchasing Department of the needs of a specific user and to define correctly the material or service requested, and is required for the purchase of any items not of an emergency nature and not covered under Petty Cash, P-Card, or Check Request.

~~3)~~**2) Purchasing Principal** – means the representative of the District who is authorized to procure materials for the District or his/her designee.

~~4)~~**3) Request for Information or RFI** – means a written or electronically posted request made by an agency to vendors for information concerning commodities or contractual services. Responses to these requests are not offers and may not be accepted by the District in the form of a binding contract.

~~5)~~**4) Request for Proposal or RFP** – means a written or electronically posted solicitation for competitive sealed proposals for goods, consultant services, and/or other services. A Request for Proposals is used when it is not practicable for the District to define specifically the scope of work for which the commodity, group of commodities, or contractual service is required and when the District is requesting that a responsible vendor propose a commodity, group of commodities or contractual service to meet the specifications of the solicitation document.

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

~~6)5)~~ **Request for Quote or RFQ** – means an oral, electronic, or written informal request for written pricing or services information from a vendor for goods or services.

~~7)6)~~ **Responsible Vendor or Responsible Bidder** – means a vendor or bidder who has capability in all respects to perform fully the contract requirements and the integrity and reliability that will assure good faith performance.

~~8)7)~~ **Responsive Bid or Responsive Proposal or Responsive Reply** – means a bid, proposal, or reply submitted by a responsible bidder, which conforms in all material respects to the solicitation.

~~9)8)~~ **Responsive Vendor or Responsive Bidder** – means a vendor or bidder that has submitted a bid, proposal, or reply that conforms in all material respects to the solicitation.

~~10)9)~~ **Sole Source** – means a sole source (A.K.A. single source) purchase exists when research has determined there is only one potential vendor for the good or service.

~~11)10)~~ **Substitution** – means a shipment of an item that materially conforms to the specifications, but is technically different from the item bid.

## **2.0 COMPETITIVE SOLICITATION REQUIREMENTS**

The District will comply with the competitive solicitation requirements of:

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

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

<b>Competitive Threshold Category</b>	<b>Purchase Dollar Amount (per item)</b>	<b>Process Requirement</b>
Category One	\$0 - \$5,000	Single Quote or Relevant Pricing Information
Category Two	\$5,000.01 - <del>\$50</del> <u>65</u> ,000	Three Competitive Written Quotes (RFQ)
Category Three	<del>\$50</del> <u>65</u> ,000.01 or more	Competitive Selection – ITB, ITN, RFI, RFP



The above chart represents the minimum procurement process requirements. The Purchasing Principal has discretion to determine whether a good or service requires a more comprehensive process (i.e. a determination that a particular good or service in Category One or Two requires additional quotes, a competitive sealed bid or RFP.) Nothing in this Procurement Policy should be construed as limiting the Executive Director's authority to execute multiple Contracts for materials, supplies, and services to one vendor that exceeds \$~~50~~65,000 cumulatively, so long as the materials, supplies, and services are for separate projects and each project does not exceed

\$~~50~~65,000; however, purchases may not be structured into multiple transactions to fall into a lower Competitive Threshold Category. Purchase Dollar Amount thresholds are measured by project and based on the Contract amount for the Contract term, or where no term is specified on a fiscal year period.

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

## **2.01 OBTAINING QUOTES**

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

## **2.02 COMPETITIVE SELECTION**

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

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

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

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

## **2.03 BIDS AND PROPOSALS**

- 1) **Packages** – Bid packages or requests for proposal must be prepared with the appropriate terms and conditions and detailed specifications, including items to be bid, units, and total (or estimated) quantity desired, instructions for bidding, delivery information, and any special requirements for bidding. Where possible, the District's standard bid or proposal format should be used. Assigned dates and time for pre-bid meetings, if any, and for the public bid opening must be included. If the pre-bid conferences are mandatory, a representative from the bidder's firm must attend or its bid will be rejected. If a mandatory pre-bid conference is held via Teams Meeting an Electronic Meeting System, an attendance record will be kept by the Purchasing Principal. An invitation will be sent to all plan holders at least 24 hours prior to the meeting. Bids and RFPs will be publicly opened and read at the time designated in the documents. The timing of the release of sealed bids/proposals, as public records, will be in accordance with Chapter 119 of the Florida Statutes.
- 2) **Bid/Proposal Submissions** – A bid/proposal must be submitted on the District's forms, signed by a legal officer of the company, and provide all requested information; otherwise, the bid/proposal is subject to being rejected.

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

The entire bid/proposal, including cover letter, all instructions, addenda, if any, and actual bid form must be electronically uploaded to DemandStar Public Sector Bidding Marketplace (e.g. DemandStar.com) before the designated bid opening date and time, returned intact. Further, all bids/proposals returned must be in envelopes, sealed, and clearly marked on the outside

| ~~“SEALED BID” or “SEALED RFP.”~~ Failure to



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

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

- 3) Cone of Silence – All persons who respond to competitive solicitations are under the “Cone of Silence” once the solicitation is advertised until the appropriate authority approves an award, rejects all bids or responses, or otherwise takes action that ends the solicitation process. This limits and requires documentation of communication between potential Bidders or Proposers on District Solicitations, and District staff, Board members or selection committee members. The District reserves the right to reject an offer from any vendor who violates the Cone of Silence.
- 4) **Specifications** – The preparation of specifications is the responsibility of the department requesting the proposed purchase, with the advice and assistance of the Purchasing Principal. Manufacturer’s names, trade names, brand information and/or catalog numbers listed in a specification are for information and establishment of quality level desired and are not intended to limit competition unless the bid so stipulates. When the bid allows equal or equivalent products that conform to the required specifications, indicate on the bidform the manufacturer’s name, model or catalog number as may be required. Submit with your bid complete descriptive literature and/or specifications as well as a detailed explanation of how the proposed items meet the specification. The District reserves the right to determine what is equal or equivalent. Bids which do not comply with these requirements are subject to rejection. If the bidder fails to name another equal or equivalent item(s), it will be assumed that the bidder is bidding on, and will be required to furnish, goods identical in every respect to the bid standard. Only one alternate per item number, as close to specifications as possible, will be allowed. If more than one alternate on an item is submitted, the District will only consider one alternative that it determines is equal or equivalent and the remaining alternatives will not be considered.

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

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

- 5) **Bonds – Bid, Performance, and Payment** – When bid bonds are required, the bonds must be delivered to the District within 48 hours of the bid opening.~~the bid must be accompanied by a~~ The bonds must be in the form of a certified check or cashier’s check, treasurer’s check, or bank draft of any national or state bank (personal or company checks are not acceptable), or bid bond in the amount as specified in the bid documents. Unless otherwise specified in the ITB, bid deposit checks or bonds (if requested) will be returned to the

successful bidder following acceptance of a signed Contract and receipt of the Public Construction Performance and Payment Bond, if required. Bid deposit check and bonds (if requested) posted by the unsuccessful bidders will be released in accordance with the timeframes provided in the

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

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

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

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

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

#### RATINGS SCHEDULE

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

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

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

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

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

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

- 7) **Request to Withdraw Bid/Proposal** – A request for withdrawal will be granted if received by the District in writing at any time before the bid opening. The Board may grant a request for withdrawal, if received by the District in writing at any time before execution of a Contract with the bidder/proposer.
- 8) **Tie Bids** – Unless the Bid or Request for Proposal stipulates criteria for determination of an award for tie bids the criteria below will be used when two or more vendors submit the exact same dollar amount as their bid offer, or if two or more firms are deemed equal with the respect to price, quality, and service. In order of importance, the following criteria will be used to break a tie:
- a) **Drug Free Work Place** – In accordance with Section 287.087 of the Florida Statutes, a drug-free workplace will be given preference. In order to receive preference, a signed certification of compliance must be submitted with the bid response.
  - b) **Contractor Safety Management Plan** – In accordance with the District's Contractor Safety Management Policy, the District may give preference to a contractor whose safety qualifications are ranked the highest.
  - c) **Local Preference** – When prices, quality and other considerations are essentially identical, the bidder with a place of business in Martin or Palm Beach County may be given preference.

d) Toss of the Coin.

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

10) **Tax Savings Program** – In order to limit the Florida Sales Tax upon a project and pursuant to Florida Statutes, and particularly Rule 12 A-1.094 (3), Florida Administrative Code, purchases under this procedure are exempt from competitive procurement.

a) The District shall issue a Certificate of Entitlement to the Contractor certifying: (1) that the materials and supplies purchased will become part of a public facility; and (2) that the District will be liable for any tax, penalty, or interest due should the Department of Revenue later determine that items purchased do not qualify for exemption.

b) The District shall provide to Contractor a requisition form to be utilized for purchase of those supplies, materials and equipment (SME) described in this Procurement Policy. The District reserves the right to, at any time during the term of the project, add to, delete from, or modify the description of supplies, materials, and equipment described herein, at the District's sole discretion.

c) Requisition forms will only be issued for the SME described in this Procurement Policy. Such forms must be prepared and submitted by the Contractor to the District. Such form must be submitted in sufficient time for review and consideration by the District so that the materials may be acquired directly by the District and delivered to the project site in sufficient time to assure its availability at the time that it is needed and so as not to delay progress of the project. It shall be the responsibility of contractor to assure that such requisition forms are submitted to the District's representative for approval by the District with sufficient time for the District's review and processing, such that no delay shall affect the need for or order of the item. It shall be the responsibility of Contractor to assure the subcontractors, sub-subcontractors, specialty contractors and others have the materials sought to be requisitioned on hand at the time required for installation in accordance with the project schedule.

d) The District will issue Purchase Orders to the appropriate vendors as designated and shown upon requisition forms. A copy of the Purchase Order will be returned to the Contractor.

e) Upon delivery of the material purchased to project site, a delivery ticket shall be signed by a representative of District and by doing so the District shall take title of the materials delivered. Delivery ticket must be attached to the invoice to District, to be forwarded through Contractor.

f) The Contractor must submit invoices addressed to the District in a timely manner to allow District to take advantage of any applicable discounts. The District will issue

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

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

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

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

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

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

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

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

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

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



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

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

## **2.04 COMPETITIVE NEGOTIATION**

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

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

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



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

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

## **2.05 CONSULTANTS COMPETITIVE NEGOTIATION ACT – DESIGN BUILD**

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

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

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

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

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

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

## **2.06 TRANSACTIONS EXEMPT FROM COMPETITIVE PROCUREMENT**

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

### **2.06.01 Typical Exceptions**

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

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

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

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

### **2.06.02 Public Construction Project Exemptions**

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

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

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

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

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



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

## **2.07 WAIVER OF COMPETITIVE PROCUREMENT**

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

## **2.08 CONTRACT RENEWALS AND CONTINUING CONTRACTS**

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

## **2.09 EMERGENCY PURCHASES OF SERVICES OR GOODS**

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

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

## **2.10 CHANGE ORDERS**

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

- 1) Proposed Change Order cost plus original cost is equal to or less than \$~~50~~65,000; or
- 2) Proposed Change Order cost is less than or equal to the remaining balance of Board approved contingency amount; or
- 3) Proposed Change Order reduces the dollar value of the Contract; or
- 4) Emergency Purchases as defined in Section 2.09.
- (5) The Executive Director is authorized to approve individual Change Orders not to exceed \$250,000 that are deemed by the Executive Director to be time-sensitive and in the best interest of the District. Any Time-Sensitive Change Order also must be approved by the Deputy Executive Director or a Division Director. Within 24 hours of approval of a time-sensitive Change Order, the Executive Director shall notify the Board, via email, of the conditions and circumstances justifying the time-sensitive designation and approval. Furthermore, the Executive Director will present the time-sensitive Change Order and supporting documentation to the Governing Board at their next regularly scheduled public meeting.

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

## **2.11 RESTRICTIONS ON PURCHASES**

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



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

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

## **2.12 OTHER CONSIDERATIONS**

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

## **2.13 CONDUCT**

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

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

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

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

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

## **2.14 RESPONSIBILITIES OF DISTRICT AND VENDOR**

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

## **2.15 LEGAL REVIEW OF ALL CONTRACTS**

The District's legal counsel shall review and approve the form of all Category Three Contracts (e.g. contracts greater than \$~~50~~65,000) prior to executing the same.

## **3.0 CONTRACT ADMINISTRATION**

### **3.00.01 Contract Administration Authority**

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

- 1) Purchasing Principal – Contracts below \$5,000.01
- 2) Executive Director – Contracts above \$5,000 and up to or equal to \$~~50~~65,000
- 3) Board Chairman – Contracts more than \$~~50~~65,000
- 4) Board Chairman – all Contracts involving the purchase or sale of real estate

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

### **3.00.02 Contract Administration Duties**

The Contract Administrator is responsible for the following:

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

### **3.01 TERMINATION OF CONTRACT; RESCISSION OF AWARD**

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

### **4.0 SUSPENSION OR DEBARMENT**

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

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

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

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



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

## **5.0 PUBLIC RECORDS**

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

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

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

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

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



**CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT [Kara.fraraccio@lrecd.org](mailto:Kara.fraraccio@lrecd.org) or 561-747-5700 ext. 4095**

## **6.0 COMPLIANCE WITH THE PROCUREMENT POLICY**

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

## **7.0 PURCHASING AUTHORIZATION LEVELS**

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

### **7.00.01 Procurement Method and Approval Authority**

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

<b>Purchase Amount</b>	<b>Procurement Method</b>	<b>Required Approval Authorization</b>
Less than \$500	Petty Cash, Check Request, P-Card, or Purchase Order	Department Director
\$500-\$1,000	Purchase Order *	Department Director, Purchasing Principal
\$1,000.01-\$5,000	Purchase Order *	Department Director, Purchasing Principal, Executive Director
\$5,000.01-\$ <del>5065</del> ,000	Purchase Order *	Department Director, Purchasing Principal, Executive Director
Greater than \$ <del>5065</del> ,000	Purchase Order, Competitive Solicitation	Department Director, Purchasing Principal, Executive Director**, Governing Board

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

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

*\*\* Pursuant to Section 2.10, certain change orders which bring the Contract amount in excess of ~~\$50~~65,000 may be approved by the Executive Director.*

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

## **7.01 PURCHASING MECHANISMS**

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

### **1) Petty Cash**

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

The use of Petty Cash is limited to the following:

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

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

### **2) Purchasing Card**

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

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

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

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

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

### **3) Purchase Requisition**

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

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

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

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

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

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

Other items to remember when submitting a Purchase Requisition:

- a) Freight costs must be included in the quotation. The standard terms and conditions of the District Purchase Order form includes the requirement that shipments are “Free on Board (F.O.B.) destination,” meaning the seller bears all risk until the goods are delivered to the District’s specified destination. During discussions with vendors, the cost of any required freight must be obtained so that it can be included in the price. It is the District’s goal not to pay freight charges if possible. If the vendor will not include freight as a component of the item cost, then the initiating department must include freight as a separate line item on the Purchase Requisition.
- b) All Purchase Requisitions requesting a Sole Source or otherwise non-competitive procurement must have written justification submitted to the Purchasing Principal.
- c) New Vendors: All requisitions for a vendor not currently on the District’s vendor list must state “New Vendor” on the Purchase Requisition. The vendor must complete the New Vendor Forms required by the District and include a W-9 form, a Certificate of Insurance with Worker’s Compensation or an Exemption from the State if performing work on District Property and the company information form to include The tax identification number, name, address, city, state, zip code, phone number, fax number, and e-mail address, as well as a contact name of the “New Vendor”. ~~must be included.~~

#### 4) Purchase Order

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

##### a) Open Purchase Order

An Open Purchase Order may be issued when appropriate for standard recurring expenditures such as maintenance items or repetitive purchases from the same vendor. An Open Purchase Order does not encumber funds and is not necessarily tied to a specific account number. Open Purchase Orders must be covered by an approved Contract, state bid or GSA schedule unless annual expected expenditures of a single purchase transaction are less than \$5,000. Such items may be covered by an Open Purchase Order for the current fiscal year, provided the Contract is in effect for the same period. For any Contract or bid that carries over into the next fiscal year, the Open Purchase Order should initially be issued for goods/services through September 30 of that year. At the start of the next fiscal year, a new Open Purchase Order should be issued for the remaining time on the Contract. Planned purchases of tools, supplies, repair items, etc. should be purchased by a regular purchase order. All Open Purchase Orders require Executive Director Approval and an Open Purchase Order that exceeds ~~\$50~~65,000 requires approval from the Governing Board. The issuance of an Open Purchase Order subsequent to an approved or awarded Contract does not require additional approval; however, the terms must be in accordance with the terms of the pre-approved or pre-awarded Contract.

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

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

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

#### **b) Purchase Order Changes**

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

Revisions that decrease the Purchase Order total do not require approval. Department Director approval is required if the amount of the change requested is greater than \$100. Executive Director approval is required if the original Purchase Order was for more than \$1,000 or if the change will make the total Purchase Order greater than \$1,000. See Section 7.00.01 if the original Purchase Order was awarded by Board action. Also, see Section 7.00.01 if the proposed changes to a Purchase Order will cause the total value to exceed ~~\$5065~~,000.00.

#### **5) Check Requests/Direct Purchases**

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

A list of approved Direct Purchases is below:

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



**7.02 SALES TAX EXEMPTION**

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

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

## **8.0 LEGAL CITATIONS**

### Section 1.01

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

### Section 1.02

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### Section 2.0

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

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

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

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

### Section 2.03

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

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

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

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

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

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

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

### Section 2.04

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

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

### Section 2.05

§287.055(9), Fla. Stat. (2018)

## Section 2.06

*Similar to:* §287.057(3)(e), Fla. Stat. (2018);

Public Construction exemptions - §255.20, Fla. Stat. (2018)

*Similar to* Sole Source - §255.04, Fla. Stat. (2018)

Piggy- backing §189.053, Fla. Stat. (2018).

## Section 2.08

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

## Section 2.11

Public Entity Crime §287.133, Fla. Stat. (2018)

Discriminatory Vendor §287.134, Fla. Stat. (2018)

Scrutinized Companies §287.135, Fla. Stat. (2018)

## Section 2.13

Ethics §112.313, Fla. Stat. (2018)

## Section 5.0

Public Records – Chapter 119, Fla. Stat. (2018);

*Similar to* §287.058(1)(c), Fla. Stat. (2018), §119.0701, Fla. Stat. (2018)



# LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

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

## MEMORANDUM

To: D. Albrey Arrington, Ph.D., Executive Director  
From: Bud Howard, Director of Information Services  
Date: December 7, 2022  
Subject: Purchase Authorization for Replacement of Computer Network Equipment with Professional Installation and Configuration Consulting Services.

This is a request for the Governing Board's approval for the purchase of replacement computer network equipment that has reached its end of useful life. This purchase, through our network and firewall consultant, PC Solutions & Integration, Inc., includes \$295,678.36 in networking hardware, software and manufacturer support, and a not to exceed authorization of up to \$12,600 for professional installation and configuration consulting services.

All day, every day the District depends on reliable and secure computer networks throughout the organization. Our existing network equipment has reached the anticipated end of its useful life and is no longer supported by the manufacturer with software updates. The new equipment is regarded as best in class and comes recommended by our very capable and highly respected network security consultant who will install and configure the new equipment.

This purchase is through the Cisco State of Florida Contract under National Association of Procurement Officials (NASPO), and the \$308,278 (total) purchase request is a FY23 budgeted item at \$315,000.

Therefore, staff recommend the following motion:

**"THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to authorize two purchase orders to PC Solutions & Integration, Inc.; one purchase order for the computer networking equipment and software in the amount of \$295,678.36, and a not to exceed purchase order for up to \$12,600 for professional installation and configuration consulting services, in accordance with the attached quotations dated November 4, 2022.**

James D. Snyder  
CHAIRMAN

Gordon M. Boggie  
BOARD MEMBER

Stephen B. Rockoff  
BOARD MEMBER

Dr. Matt H. Rostock  
BOARD MEMBER



**PC Solutions & Integration, Inc**

4937 SW 75 Ave, Miami, FL 33155  
Ph:305-667-0633 Fax:305-667-0618

**Sales Quote**

**Q74441**

11/4/22

**Sales Rep**  
CRIENHARDT

**Quote Prepared For**

**Joseph Chung**

**Customer**

Loxhahatchee River District  
2500 Jupiter Park Drive  
Jupiter, FL 33458  
561-747-57--, 150

**Ship To**

Loxhahatchee River District  
2500 Jupiter Park Drive  
Jupiter, FL 33458  
561-747-57--, 150

Line#	Part Number	Description	Qty	Unit Price	Extended Price
1		LOXAHATCHEE RIVER DISTRICT - CISCO SWITCH SWITCH INFRASTRUCTURE V2			
2					
3		CISCO - CISCO STATE OF FLORIDA CONTRACT NASPO;NVP #AR3227 (14-19) PARTICIPATING ADDENDUM FOR FL 43220000-NASPO-19-ACS CONTRACT START DATE: 06/09/2021 THROUGH 09/30/2024			
4					
5					
6	C9300-48P-E	CATALYST 9300 48-PORT POE+, NETWORK ESSE	7	\$5632.16	\$39425.12
7	CON-SSSNT-C93004PE	1 YR SOLN SUPP 8X5XNBD C9300-48P-E	7	\$4027.65	\$28193.55
8	C9300-NW-E-48	C9300 NETWORK ESSENTIALS 48-PORT LICENSE	7	\$0.00	\$0.00
9	SC9300UK9-175	CISCO CATALYST 9300 XE 17.5 UNIVERSAL UNIVERSAL	7	\$0.00	\$0.00
10	PWR-C1-715WAC-P	715W AC 80+ PLATINUM CONFIG 1 POWER SUPPLY	7	\$0.00	\$0.00
11	CAB-TA-NA	NORTH AMERICA AC TYPE A POWER CABLE	14	\$0.00	\$0.00
12	C9300-SSD-NONE	NO SSD CARD SELECTED	7	\$0.00	\$0.00
13	C9300-STACK-NONE	NO STACK CABLE SELECTED	7	\$0.00	\$0.00
14	C9300-SPWR-NONE	NO STACK POWER CABLE SELECTED	7	\$0.00	\$0.00
15	C9300-DNA-E-48	C9300 DNA ESSENTIALS 48-PORT TERM LICENSES	7	\$0.00	\$0.00
16	CON-SSTCM-C93E48	SOLN SUPP SW C9300-DNA-E-48	7	\$272.29	\$1906.03
17	C9300-DNA-E-48-5Y	C9300 DNA ESSENTIALS, 48-PORT, 5 YEAR TE	7	\$1042.96	\$7300.72
18	C9300-NM-8X	CATALYST 9300 8 X 10GE NETWORK MODULE	7	\$1422.22	\$9955.54
19	NETWORK-PNP-LIC	NETWORK PLUG-N-PLAY LICENSE FOR ZERO-TOUCH DEVICE DEPLOYMENT	7	\$0.00	\$0.00
20	PWR-C1-715WAC-P/2	715W AC 80+ PLAT CONFIG 1 SECONDARY PS	7	\$867.20	\$6070.40
21					
22	C9300-48P-E	CATALYST 9300 48-PORT POE+, NETWORK ESSE	1	\$5632.16	\$5632.16
23	CON-SSSNT-C93004PE	1 YR SOLN SUPP 8X5XNBD C9300-48P-E	1	\$4027.65	\$4027.65
24	C9300-NW-E-48	C9300 NETWORK ESSENTIALS 48-PORT LICENSE	1	\$0.00	\$0.00
25	SC9300UK9-175	CISCO CATALYST 9300 XE 17.5 UNIVERSAL UNIVERSAL	1	\$0.00	\$0.00
26	PWR-C1-715WAC-P	715W AC 80+ PLATINUM CONFIG 1 POWER SUPPLY	1	\$0.00	\$0.00
27	C9300-SPS-NONE	NO SECONDARY POWER SUPPLY SELECTED	1	\$0.00	\$0.00
28	CAB-TA-NA	NORTH AMERICA AC TYPE A POWER CABLE	1	\$0.00	\$0.00
29	C9300-SSD-NONE	NO SSD CARD SELECTED	1	\$0.00	\$0.00
30	PWR-C1-BLANK	CONFIG 1 POWER SUPPLY BLANK	1	\$0.00	\$0.00
31	C9300-DNA-E-48	C9300 DNA ESSENTIALS 48-PORT TERM LICENSES	1	\$0.00	\$0.00
32	CON-SSTCM-C93E48	SOLN SUPP SW C9300-DNA-E-48	1	\$272.29	\$272.29
33	C9300-DNA-E-48-5Y	C9300 DNA ESSENTIALS, 48-PORT, 5 YEAR TE	1	\$1042.96	\$1042.96
34	C9300-NM-8X	CATALYST 9300 8 X 10GE NETWORK MODULE	1	\$1422.22	\$1422.22
35	NETWORK-PNP-LIC	NETWORK PLUG-N-PLAY LICENSE FOR ZERO-TOUCH DEVICE DEPLOYMENT	1	\$0.00	\$0.00





## PC Solutions & Integration, Inc

4937 SW 75 Ave, Miami, FL 33155  
Ph:305-667-0633 Fax:305-667-0618

### Customer

Loxhahatchee River District  
2500 Jupiter Park Drive  
Jupiter, FL 33458  
561-747-57--, 150

## Sales Quote

Q74441

11/4/22

Sales Rep

CRINENHARDT

### Quote Prepared For

Joseph Chung

### Ship To

Loxhahatchee River District  
2500 Jupiter Park Drive  
Jupiter, FL 33458  
561-747-57--, 150

Line#	Part Number	Description	Qty	Unit Price	Extended Price
36					
37	STACK-T1-50CM	50CM TYPE 1 STACKING CABLE	1	\$69.38	\$69.38
38					
39	CAB-SPWR-30CM	CATALYST STACK POWER CABLE 30 CM	1	\$65.91	\$65.91
40					
41	STACK-T1-50CM=	50CM TYPE 1 STACKING CABLE	1	\$72.85	\$72.85
42					
43	CAB-SPWR-30CM=	CATALYST 3750X STACK PWR CABLE30 CM SPAR	1	\$76.66	\$76.66
44					
45	N9K-C93180YC-FX3	NEXUS 9300 48P 1/10/25G, 6P 40/100G, MAC	2	\$12457.11	\$24914.22
46	CON-SNT-N9KC93X3	1 YR 8X5XNBD N9K-C93180YC-FX3	2	\$6332.83	\$12665.66
47	MODE-NXOS	DUMMY PID FOR MODE SELECTION	2	\$0.00	\$0.00
48	NXK-AF-PI	DUMMY PID FOR AIRFLOW SELECTION PORT-SIDE INTAKE	2	\$0.00	\$0.00
49	NXOS-9.3.8	NEXUS 9500 9300 3000 BASE NX-OS SOFTWARE REL 9.3.8	2	\$0.00	\$0.00
50	NXK-ACC-KIT-1RU	NEXUS 3K/9K FIXED ACCESSORY KIT 1RU FRONT AND REAR REMOVAL	2	\$0.00	\$0.00
51	NXA-FAN-35CFM-PI	NEXUS FAN 35CFM PORT SIDE INTAKE AIRFLOW	8	\$0.00	\$0.00
52	NXA-PAC-650W-PI	NEXUS NEBS AC 650W PSU - PORT SIDE INTAKE	4	\$0.00	\$0.00
53	NXK-MEM-16GB	ADDITIONAL MEMORY 16GB - NEXUS SWITCH	2	\$498.62	\$997.24
54	CAB-N5K6A-NA	POWER CORD 200/240V 6A NORTH AMERICA	4	\$0.00	\$0.00
55	QSFP-100G-CU1M	100GBASE-CR4 PASSIVE COPPER CABLE, 1M	2	\$225.47	\$450.94
56	C1E1TN9300XF-5Y	DATA CENTER NETWORKING ESSENTIALS 5Y	2	\$13793.08	\$27586.16
57	SVS-B-N9K-ESS-XF	EMBEDDED SOLN SUPPORT SWSS FOR ACI NEXUS 9K	2	\$0.00	\$0.00
58					
59	IE-3300-8P2S-E	CATALYST IE3300 RUGGED SERIES MODULAR SY	15	\$5177.40	\$77661.00
60	CON-SSSNT-IE33008S	SOLN SUPP 8X5XNBD CATALYST IE3300 RUGGED SERIES MODULAR SY	15	\$2329.58	\$34943.70
61	PWR-IE65W-PC-DC	POE DC INPUT POWER MODULE FOR IE3000/200	15	\$385.04	\$5775.60
62	IOT-OTHER	NOT RELATED TO AN IOT SOLUTION; FOR TRACKING ONLY.	15	\$0.00	\$0.00
63	NO-IOT-SOLUTION	NOT RELATED TO AN IOT SOLUTION; FOR TRACKING ONLY.	15	\$0.00	\$0.00
64	DIGITAL-DL-CODE	DIGITAL DOWNLOAD CODE FOR SOFTWARE LICENSE	15	\$0.00	\$0.00
65	IE3300-DNA-E	CISCO DNA ESSENTIALS LICENSE FOR IE3300 SERIES	15	\$0.00	\$0.00
66	CON-SSTCM-IE3300ND	1 YR SOLN SUPP SW IE3300-DNA-E	15	\$51.98	\$779.70
67	IE3300-DNA-E-3Y	IE 3300 DNA ESSENTIALS, 3 YEAR TERM LIC	15	\$291.38	\$4370.70
68					
69		GROUND SHIPPING IS NO CHARGE			
70					



**PC Solutions & Integration, Inc**

4937 SW 75 Ave, Miami, FL 33155  
Ph:305-667-0633 Fax:305-667-0618

**Customer**

Loxhahatchee River District  
2500 Jupiter Park Drive  
Jupiter, FL 33458  
561-747-57--, 150

**Sales Quote**

**Q74441**

11/4/22

**Sales Rep**

CRIENHARDT

**Quote Prepared For**

**Joseph Chung**

**Ship To**

Loxhahatchee River District  
2500 Jupiter Park Drive  
Jupiter, FL 33458  
561-747-57--, 150

Line#	Part Number	Description	Qty	Unit Price	Extended Price
71		QUOTE PREPARED BY: CHRIS RIENHARDT PC SOLUTIONS SR. ACCOUNT MANAGER 786-408-2635 CRIENHARDT@PCSUSA.NET			
<b>SubTotal</b>		<b>Tax</b>	<b>Ground Shipping</b>	<b>Total</b>	
<b>\$295,678.36</b>		<b>\$0.00</b>		<b>\$295,678.36</b>	

**Terms & Conditions**

It is understood that PC Solutions & Integration, Inc. will retain title to all items stated above until the total purchase price of this order is paid. Failure by customer to pay for this order in full under the terms shown on this document shall give PC Solutions & Integration, Inc. the right to repossess the items stated above, with or without notice, and without liability to customer. If payment is not recieved when due, customer agrees to pay interest at the rate of 1.5% per month. If collection becomes necessary on this purchase, then customer agrees to pay all costs of collections, including but not limited to, reasonable attorney's fees and court costs. Customer further agrees that any and all legal matters related to this order are governed by the laws of the State of Florida, County of Miami-Dade. No warranty is made by PC Solutions & Integration, Inc. for any of the items stated above, and there is no warranty of merchantability or fitness for any particular purpose. PC Solutions & Integration, Inc. is not liable/nor responsible under any circumstances for data. Quote price may change without notice.

**ANY PRICING INFORMATION INCLUDED HEREIN IS FOR QUOTATION PURPOSES ONLY AND ALL PRODUCTS ARE SUBJECT TO AVAILABILITY FROM THE MANUFACTURER.**

**\*\*\*REBATES AND SPECIAL PRICING ARE NOT VALID ON BACK ORDERS IF PROMOTION EXPIRES BEFORE PRODUCT IS AVAILABLE.\*\*\***



# PC Solutions & Integration, Inc

4937 SW 75 Ave, Miami, FL 33155  
Ph:305-667-0633 Fax:305-667-0618

## Sales Quote

Q74442

11/4/22

Sales Rep

CRINHARDT

## Quote Prepared For

Joseph Chung

## Customer

Loxhahatchee River District  
2500 Jupiter Park Drive  
Jupiter, FL 33458  
561-747-57--, 150

## Ship To

Loxhahatchee River District  
2500 Jupiter Park Drive  
Jupiter, FL 33458  
561-747-57--, 150

Line#	Part Number	Description	Qty	Unit Price	Extended Price
1		LOXAHATCHEE RIVER DISTRICT - CISCO SWITCH PROFESSIONAL SERVICES V2			
2					
3		CISCO - CISCO STATE OF FLORIDA CONTRACT NASPO;NVP #AR3227 (14-19) PARTICIPATING ADDENDUM FOR FL 43220000-NASPO-19-ACS CONTRACT START DATE: 06/09/2021 THROUGH 09/30/2024			
4					
5	PCSPROSERV-2	BLOCK OF ADVANCED PRO SERVICES HOURS (\$210/HOUR) OR HARDWARE AS PER REFERENCED NASPO CONTRACT.	60	\$210.00	\$12600.00
6					
7					
8					
9		QOUTE PREPARED BY CHRIS RIENHARDT CRINHARDT@PCSUSA.NET 786-408-2635			
10					

SubTotal

\$12,600.00

Tax

\$0.00

Ground Shipping

Total

\$12,600.00

### Terms & Conditions

It is understood that PC Solutions & Integration, Inc. will retain title to all items stated above until the total purchase price of this order is paid. Failure by customer to pay for this order in full under the terms shown on this document shall give PC Solutions & Integration, Inc. the right to repossess the items stated above, with or without notice, and without liability to customer. If payment is not recieved when due, customer agrees to pay interest at the rate of 1.5% per month. If collection becomes necessary on this purchase, then customer agrees to pay all costs of collections, including but not limited to, reasonable attorney's fees and court costs. Customer further agrees that any and all legal matters related to this order are governed by the laws of the State of Florida, County of Miami-Dade. No warranty is made by PC Solutions & Integration, Inc. for any of the items stated above, and there is no warranty of merchantability or fitness for any particular purpose. PC Solutions & Integration, Inc. is not liable/nor responsible under any circumstances for data. Quote price may change without notice.

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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](http://loxahatcheeriver.org)

## MEMORANDUM

TO: D. Albrey Arrington, Ph.D.  
FROM: Kris Dean, P.E., Director of Engineering Services  
DATE: December 8, 2022  
SUBJECT: ITB # 23-001-00123 Simplex and Duplex LPSS Pump Stations –  
To Approve Purchase

Low pressure pumping units were previously standardized to Southeastern Pump. This standardization was based on a standard assembly that minimized variations in the field on over 1,500 low pressure pumping units. Staff noted on the most recent quote that the price for the standardized unit had increased 69% over the last 11 months. Staff made the determination that waiving the standard assembly requirement while maintaining the standard components requirement and proceeding with procurement through competitive bidding was in the District's best interest. On July 5, 2022 bids were received and subsequently a contract awarded. During the shop drawing process it was determined that the low bidder would not be able to meet the District's standards and the purchase order was cancelled. Staff expanded the scope and rebid the purchase to include the following:

1. 9 residential low pressure pumping units for the following low pressure sewer projects and 2 spare units:

Jamaica Drive	2 units
5331 Center Street	1 unit
69 <sup>th</sup> Terrace	1 unit
Olympus Drive	3 unit
Wooden Bridge	1 unit
Island Way	1 unit
Spare	2 units

2. 3 commercial duplex stations
3. 4 commercial low flow duplex stations

**James D. Snyder**  
CHAIRMAN

**Gordon M. Boggie**  
BOARD MEMBER

**Stephen B. Rockoff**  
BOARD MEMBER

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

Bids were received on November 22, 2022 as summarized below and in the attached Bid Tabulation.

Southeastern Pump                      \$279,118.00

As the only bidder, an evaluation of Southeastern Pump was performed. They were found to be responsive and responsible.

Bidding documents allow for award by aggregate, or by line item or by group. Based on current need staff are requesting only award of the Residential Simplex Grinder Pump Station per District Standards w/2yr continuous warranty.

Description	EST QTY	UNIT	UNIT COST	TOTAL
Residential Simplex Grinder Pump Station per District Standards w/2yr continuous warranty	11	EA	\$7,188.00	\$79,068.00

Staff recommend the following motion:

**“THAT THE DISTRICT GOVERNING BOARD award ITB 23-001-00123 to Southeastern Pump in the amount of \$79,068.00.”**

**LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT BID****ITB #23-001-00123****SIMPLEX AND DUPLEX LPSS PUMPS****BID RESPONSE**

In accordance with the terms, conditions, and specifications, the undersigned bidder hereby submits the following prices for supplying the Loxahatchee River District with the goods and/or services called for in ITB #23-001-00123. This project will be awarded to the lowest responsive, responsible bidder within budget.

DESCRIPTION	EST QTY	UNIT	UNIT COST	TOTAL
Residential Simplex Grinder Pump Station per District Standards w/2yr continuous warranty	11	EA	7,188 <sup>00</sup>	79,068 <sup>-</sup>
Commercial Duplex Grinder Pump Station (3 Phase Power Source; see Detail LP-18 & LP-19)per District Standards w/2yr continuous warranty	3	EA	34,750 <sup>00</sup>	104,250 <sup>-</sup>
Commercial Duplex – Low Flow Grinder Pump Station per District Standards w/2yr continuous warranty	4	EA	23,950 <sup>00</sup>	95,800 <sup>-</sup>
			<b>TOTAL</b>	<b>279,118<sup>-</sup></b>

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 gv  
Is proof of ability to provide insurance provided? YES; INITIAL gv  
Is licensing provided? YES; INITIAL gv  
~~Health, Safety and Environmental submittal is provided?~~ YES; INITIAL     

**BIDDER'S FIRM NAME:** SOUTHEASTERN Pump

**BIDDER'S SIGNATURE:** John P. Veerling

*(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 District's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the District in official amendments prior to this date of submittal.

**FIRM ADDRESS:** P.O. Box 100727, Ft. Lauderdale, FL 33310

**FIRM TELEPHONE NUMBER:** 954-781-8400

**FIRM E-MAIL ADDRESS:** jveerling@sepump.com / accounting@sepump.com



APPLICABLE LICENSE(S): BUSINESS TAX/OCCUPATIONAL LICENSE (ROMPANO BEACH)  
FIRM FEDERAL ID #: 65-0508057



# 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](http://loxahatcheeriver.org)

## MEMORANDUM

TO: D. Albrey Arrington, Ph.D., Executive Director  
FROM: Jason A. Pugsley, P.E., Operations – Plant Manager  
DATE: December 9, 2022  
SUBJECT: Reauthorization of PO No. 22-0190 for Fleet Vehicle Purchase – Ford Palmetto Ford of Miami

During the October 2021 District Governing Board meeting, the Board authorized the purchase of a replacement fleet vehicle for Unit No. 20. Purchase Order No. 22-0190 was subsequently issued in the amount of \$114,696.00 to Palmetto Ford of Miami on October 26, 2021. The District was recently advised by representatives at Palmetto Ford that the vehicle order was cancelled by the vehicle manufacturer (i.e., Ford) due to supply chain issues associated with 2022 vehicle production. As a result of this cancellation, the District will be required to order a newer model year (i.e., 2023) vehicle at the current contract rates which are higher than when PO 22-1090 was originally issued. The cost increase is exclusive to the cost of the vehicle chassis and not for the cost of the vehicle customization elements which include the refitment and installation of a crane body and associated equipment. Upon issuance of PO No. 22-1090, Palmetto Ford procured all required equipment necessary for the customization at the contract rates approved in the original purchase order. As such, the cost included for these elements in the attached proposal are based on the original amounts in PO No. 22-0190.

District Staff intends to purchase the replacement vehicle using the piggy-back of the Florida Sheriff's Cooperative Purchasing contract FSA22-VEH20.0 as detailed below and in the attached quote from Palmetto Ford. The cost for all previously purchased customization items will be based on FSA contract FSA20-VEL18.0 as approved in the original PO issued to Palmetto Ford.

- 2023 FORD F550 SUPER CAB 4X2 (X5G)

Staff recommends the following motion:

**“THAT THE DISTRICT GOVERNING BOARD reauthorize Purchase Order No. 20-0190, previously issued to Palmetto Ford Truck Sales, in the amount of \$124,775.00 to account for the cost increase associated with the procurement of a Year 2023 replacement vehicle under Florida Sheriff's Cooperative Purchasing contract FSA22-VEH20.0.”**

James D. Snyder  
CHAIRMAN

Gordon M. Boggie  
BOARD MEMBER

Stephen B. Rockoff  
BOARD MEMBER

Dr. Matt H. Rostock  
BOARD MEMBER

# Palmetto Ford of Miami

7245 NW 36 Street Miami, Florida 33166

305-470-1334 / 305-972-7133 cell

croders@palmettofordtrucks.com

## FLORIDA SHERIFFS ASSOCIATION PRICE SHEET

**Bid / Contract #:** FSA22-VEH20.0

Purchaser: LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

Address: 2500 JUPITER PARK DRIVE

City: JUPITER, FL 33458

Date: 11/09/2022

Phone: 561-747-5700

VINCE BEATRICE

[vincent.beatrice@lrecd.org](mailto:vincent.beatrice@lrecd.org)

Base Model:	ITEM 66 - 2023 F550 SUPER CAB 4X2 (X5G)	Price:	<b>\$51,295.00</b>
Inc.	AM / FM / MP3 / SYNC RADIO, AIR CONDITIONING, TRAILER TOW MIRRORS		
Color:	WHITE / GREY VINYL INTERIOR		
Delivery Info:	ESTIMATED AT 25 WEEKS FROM RECEIPT OF ORDER		

Option #	660A - XL TRIM PACKAGE	Price:	\$0.00
Option #	99N - 7.3L V8 GAS ENGINE	Price:	-\$6,000.00
Option #	44G - TORQSHIFT 10- SPEED AUTOMATIC TRANSMISSION	Price:	\$0.00
Option #	153 - FRONT LICENSE PLATE BRACKET	Price:	\$0.00
Option #	512 - SPARE TIRE, WHEEL, JACK AND TOOLS	Price:	\$345.00
Option #	18B - CAB STEPS	Price:	\$315.00
Option #	52B - TOWCOMMAND TRAILER BRAKE CONTROLLER	Price:	\$0.00
Option #	68M - 19,500 GVWR PACKAGE INC. 4.88 LIMITED SLIP REAR AXLE	Price:	\$1,549.00
Option #	76C - FACTORY BACK UP ALARM	Price:	\$148.00
Option #	86M - DUAL BATTERIES	Price:	\$205.00
Option #	90L - POWER GROUP - WINDOWS, MIRRORS, LOCKS	Price:	\$0.00
Option #	94P - PRE COLLISION ASSIST	Price:	\$112.00
Option #	BUCD - ROSTRA BACK UP CAMERA WITH 7" DASH MOUNTED DISPLAY	Price:	\$749.00
Option #	CA84 - 84" CAB TO AXLE	Price:	\$174.00
	<b>CRANE-6 HOLDING FSA20-VEH18.0 CONTRACT PRICING</b>	Price:	\$0.00
Option #	CRANE-6 - STELLAR EC6000 6,000LB ELECTRIC / HYDRAULIC CRANE, BOOM	Price:	\$21,948.00
Option #	REST, RADIO REMOTE CONTROL, BACK UP PENDANT CONTROL, 21' REACH	Price:	\$0.00
	<b>CRANE-BOD10 HOLDING FSA20-VEH18.0 CONTRACT PRICING</b>	Price:	\$0.00
Option #	CRANE-BOD10 - KNAPHEIDE KMT-1 6132DLR-44K 11' CRANE BODY, 44" SIDE PACKS	Price:	\$45,995.00
Option #	60" FRONT CURBSIDE COMPARTMENT, 4 WORK LIGHTS, 6 TIE DOWNS IN CARGO	Price:	\$0.00
Option #	AREA, STANDARD SHELVES, 21" WORK SURFACE REAR BUMPER WITH THRU	Price:	\$0.00
Option #	COMPARTMENT, PADDLE HANDLES, VISE PLATE, MASTER LOCK SYSTEM,	Price:	\$0.00
Option #	SEVEN DRAWER UNIT IN 2ND VERTICLE CURBSIDE COMPARTMENT, HYDRAULIC	Price:	\$0.00
Option #	OUTRIGGERS	Price:	\$0.00
Option #	CRANE-BOD10 - UPGRADE TO 60" TRANSVERSE FRONT THRU COMPARTMENT,	Price:	\$2,840.00
Option #	CENTER DIVIDER, T-HANDLES FOR SECURE CLOSURE TOP AND BOTTOM	Price:	\$0.00
Option #	FCS - LED FOUR CONRER STROBES - WHITE	Price:	\$745.00
Option #	INVERTER - THOR 3,000 WATT PUR SINE WAVE INVERTER MOUNTED IN UTILITY	Price:	\$2,465.00
Option #	BODY COMPARTMENT WHERE CRANE CONTROLS ARE LOCATED	Price:	\$0.00
Option #	SLINER - KNAPLINER SPRAY LINER IN CARGO AREA, COMPARTMENT TOPS, TOP	Price:	\$1,565.00
Option #	OF REAR BUMPER AND TAILGATE	Price:	\$0.00
Option #	TAG-NEW - NEW YELLOW TAG - SPECIFY CITY OR COUNTY	Price:	\$325.00
Option #		Price:	\$0.00

Note:

Note:

**Total Price of Base Unit and all Selected Options: \$124,775.00**

**Total Price for Multiple Units - Quantity: 1 \$124,775.00**



# LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

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FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

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

## MEMORANDUM

TO: D. Albrey Arrington, Ph.D., Executive Director  
FROM: Jason A. Pugsley, P.E., Operations – Plant Manager  
DATE: December 9, 2022  
SUBJECT: Fleet Vehicle Purchase – Ford  
Bozard Ford

In the performance of their duties field staff utilize a fleet of service trucks. These trucks are integral to the District's ability to operate, inspect, maintain and repair our regional utility system.

Unit No. 22, which is currently assigned to Engineering, was originally purchased in 2013, has approximately 133,500 miles and has reached the end of its useful life.

The District intends to replace Unit No. 22 using the piggy-back of the Florida Sheriff's Cooperative Purchasing contract FSA22-VEL30.0 as detailed below and the attached quote.

- 2023 FORD F250 XL SUPERDUTY SUPERCAB 4X4 (X2B) with Topper

Staff recommends the following motion:

**"THAT THE DISTRICT GOVERNING BOARD authorize the FSA contract with Bozard Ford Government Fleet for FSA22-VEL30.0 in accordance with the November 2, 2022 proposal from Bozard in the amount of \$62,142.00".**

James D. Snyder  
CHAIRMAN

Gordon M. Boggie  
BOARD MEMBER

Stephen B. Rockoff  
BOARD MEMBER

Dr. Matt H. Rostock  
BOARD MEMBER

November 1, 2022

Vincent Beatrice  
Plant Maintenance  
Loxahatchee River District

Hi Vince

Bozard Ford is pleased to submit the following quote based on the FSA Contract 22-VEL30.0

ITEM# 180	2023 FORD F250 XL SUPERDUTY SUPER CAB 4X4 X2B	\$44,765.00
Z1/AS	OXFORD WHITE EXTERIOR/MEDIUM EARTH GR VINYL INT	STD
99A	6.8L 2V DEVCT V8	STD
44F	10 SPD AUTO TRANS	STD
VV	STICKON VENT VISORS	\$175.00
4CSTSM	4, 6 LED THIN SURFACE MOUNT CORNER STROBES	\$899.00
BUA	AUDIBLE AFTREMARKET BACK UP ALARM	\$179.00
3KR	THIRD KEY W/PROGRAMMED REMOTE	\$399.00
PSW3000	PURE SINE WAVE 3000 WATT POWER INVERTER	\$1,689.00
	INSTALLED ON REAR OF BED	
PREMLT	PREMIUM LAPTOP MOUNT W/UNIVERSAL LAPTOP TRAY	\$999.00
	PREM HAVIS OR GAMBER JOHNSON	
SAFEKIT	DOT,OSHA,ANSI COMPLIANTKIT. INC 5LB RECHARGABLE	\$299.00
	FIRE EXTINGUISHER, 3 DOT TRIANGLES IN PLASTIC BOX,	
	10 PERSON BULK ANSI WEATHER PROOF FIRST AID KIT,	
	BLOODBORNE PATHOGEN/BODY FLUID SPILL KIT,	
	AUTOMOTIVE FUSES, EMERGENCY WINDOW HAMMER	
	LED FLASHLIGHT W/ BATTERIES	
WTTSC	WEATHER TECH FLOOR LINERS FOR SUPERCAB	\$399.00
NST	NEW YELLOW STATE TAG	\$185.00
TEMP	30 DAY TEMP TAG	\$16.00
56CA	164" WHEELBASE REQ FOR 8' BODIES	\$999.00
18B	PLATFORM RUNNING BOARDS	\$444.00
61N	WHEEL WELL LINER FRONT/REAR	\$324.00
61S	SPLASH GUARDS/MUD FLAPS FRONT AND REAR	\$129.00
LINER	DEALER INSTALLED TOFF BRAND LINER	\$599.00
86M	DUAL BATTERY REQ 67B 410 AMP DUAL ALTERNATOR	\$209.00
67B	410 AMP DUAL ALTERNATOR	\$114.00
SEATCV	SEATCOVERS FORD SUPERCAB FRONT AND BACK	\$970.00
TOPPER	ALUMINUM CAB HIGH TOPPER W/PULL DOWN ERGO	\$5,850.00
	LADDER RACK W/ DOUBLE DOORS AT REAR INCLUDES	
	RELOCATION OF BACK UP CAMERA NO WINDOWS,SIDE	
	HATCHES	
<b>Total</b>		<b>\$59,642.00</b>



# LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

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FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

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

## MEMORANDUM

TO: D. Albrey Arrington, Ph.D.  
FROM: Kris Dean, P.E., Deputy Executive Director/Director of Engineering Service  
DATE: December 08, 2022  
SUBJECT: Electrical System Condition Assessment, Short Circuit, Device Coordination and Arc Flash Study – Professional Engineering Services Contract

This month staff are proposing an electrical power distribution system condition assessment, short circuit, device coordination and arc flash study. Objectives of this work scope are:

1. Establish the condition and useful life of major components of the plant's electrical power distribution system to prepare for upgrades and replacement in future capital projects. Perform a plant power distribution system equipment physical survey to ascertain visual condition, collect data for the input into the short circuit, device coordination and arc flash study and update the plant one-line diagrams for use in preparing the short circuit, device coordination and arc flash study.
2. The plant has limited arc flash labelling, primarily from a recent Deep Bed Filter upgrade project. The remaining site electrical power distribution system requires study and arc flash labelling. This project will prepare a comprehensive plant electrical power distribution system short circuit, device coordination and arc flash study and prepare and affix arc flash labels to all electrical power distribution equipment studied.

When the study is complete staff will use this as a basis for developing an electrical safety program focusing on Arc Flash

Also note, the focus of this evaluation and study will be "inside the fence" addressing the plant and IQ pump station 511 and 512. Staff are evaluating options "outside the fence" and anticipate bringing a separate contract to the Board at a later date to address these facilities.

Staff recommend the following motion:

**"THAT THE DISTRICT GOVERNING BOARD authorize Work Authorization 2022-9 with Holtz Consulting Engineer's in the amount of \$138,857.16 and a contingency of \$14,000."**

James D. Snyder  
CHAIRMAN

Gordon M. Boggie  
BOARD MEMBER

Stephen B. Rockoff  
BOARD MEMBER

Dr. Matt H. Rostock  
BOARD MEMBER



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

**Electrical System Condition Assessment, Short Circuit, Device Coordination and Arc Flash  
Study**

**WORK AUTHORIZATION: 2022-9**

**BACKGROUND**

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

The District desires to perform an electrical power distribution system condition assessment; short circuit, device coordination and arc flash study. Objectives of this work scope are:

- Establish the condition and useful life of major components of the plant's electrical power distribution system in order to prepare for upgrades and replacement in future capital projects. Perform plant power distribution system equipment physical survey to ascertain visual condition, collect data for the input into the short circuit, device coordination and arc flash study and update the plant one-line diagrams for use in preparing the short circuit, device coordination and arc flash study.
- The plant has limited arc flash labeling; primarily from a recent Deep Bed Filter upgrade project. The remaining site electrical power distribution system requires study and arc flash labeling. Prepare a comprehensive plant electrical power distribution system short circuit, device coordination and arc flash study that integrates and expands the Schneider Electric Study. Prepare and affix arc flash labels to all electrical power distribution equipment studied.
- District desires the IQ Pump Stations (IQ-511 and IQ-512) to be included in the condition assessment analysis, short circuit, device coordination and arc flash study.

## **SCOPE OF WORK**

The District has requested engineering services from HCE to complete the following objectives noted above. Specific tasks include:

- Task 1 – Project Kick-Off Meeting
- Task 2 – Data Gathering and Update of Existing Plant One Line Diagram
- Task 3 – Condition Assessment Analysis
- Task 4 – Short Circuit, Device Coordination and Arc Flash Study
- Task 5 – Apply Arc Flash Labels to Equipment

### **TASK 1 - PROJECT KICK-OFF MEETING**

1. Project Kick-off meeting with HCE, HCE's subconsultant Hillers Electrical Engineering Inc. (HEE), and District staff. Establish roles and points of contact; discuss objectives of the study and schedule, request electronic files of latest one-line diagrams for the plant (preferably in AutoCAD format) and hard copies. Discuss with plant maintenance personnel any electrical system equipment problems, failures, or maintenance issues. Meeting will be held virtually.

### **TASK 2 - DATA GATHERING AND UPDATE OF EXISTING PLANT ONE-LINE DIAGRAMS**

HCE's subconsultant, HEE will perform the following:

1. Update one-line diagrams in AutoCAD format and perform site surveys of existing electrical power distribution system and equipment:
  - Data Gathering: update the existing plant single line diagrams from the power utility service point(s) down to the 208V volt level. Where applicable, one-line diagrams shall be detailed to the motor starter level. 208-volt one-line diagrams shall be detailed to the distribution panel and/or motor starter level. This task will be limited to items commonly shown on one-line diagrams and will not include field verifying, or as-built document search, of control wiring schematics for motor starters, variable frequency drives, automatic transfer switches, breaker control wiring or general control panels. As-built one-line drawings shall be based on existing available record drawings, provided by the District, and field verification. Field verification will include sufficient information to perform the short circuit, device coordination and arc flash study and condition assessment.
  - Annotate field differences on one-line diagram for incorporation into updated drawings.

- Observe field conditions of the existing equipment including relative age and physical condition.
- Collect motor nameplate data for motors 20 HP and larger.
- Coordinate with FPL to obtain utility company fault current data.

### **TASK 3 - CONDITION ASSESSMENT ANALYSIS**

HCE's subconsultant, HEE will perform the following:

1. Perform a visual condition assessment and analysis of the existing electrical system equipment. Analysis is limited to electrical system components that are accessible and above ground.
  - a. Prepare recommendations for renewal and replacement of electrical equipment with budgetary replacement cost. This task requires the completion of Tasks 1 and 2 to perform.
2. A draft technical memorandum with recommendations for renewal and replacement of electrical equipment with budgetary replacement cost will be submitted to the District.
3. Attend a review meeting to discuss the report and receive comments. Meeting will be held virtually.
4. Prepare and submit final technical memorandum after incorporating and addressing comments from the District.

### **TASK 4 - SHORT CIRCUIT, DEVICE COORDINATION AND ARC FLASH STUDY**

HCE's subconsultant, HEE will perform the following:

1. Perform Short Circuit and Device Coordination and Arc Flash Study Analysis.
  - a. Using the updated one-line diagrams and field collected data, create an electrical system model in SKM Power\*Tools For Windows® and perform a short circuit study to determine the available fault current at each major bus of the distribution system. The analysis will be for normal and emergency power systems beginning at 480V level and continuing downstream to 208V distribution/panel board level.
  - b. Compare calculated fault current values at major equipment in the power system against existing equipment and protective device withstand ratings and make recommendations where necessary.
  - c. Perform an over current device coordination study for selective coordination between main and feeder breakers in the 480 and 208V distribution systems. Provide recommendations for improving selective coordination or reducing arcing fault currents, and burn potential, for personnel safety.

- d. Perform an arc flash hazard analysis in accordance with IEEE 1584 and provide results and recommendations to the District for implementation. Arc Flash analysis will be performed on 480V equipment and on main breakers at 208V equipment. The study shall furnish equipment labels describing arc flash related data to be affixed to electrical equipment.
2. Produce a study report summarizing study results including one-line diagrams depicting the existing plant power system configuration; calculated system short circuit characteristics; over current device coordination curve diagrams and arc flash incident energy calculation results. Study will make recommendations for improvements, if any. Tables of device settings, motor characteristics, cable data, transformer data and breaker characteristics will be included as record of the input data to the power system model.
3. Prepare and submit a draft Short Circuit, Device Coordination Study and Arc Flash Draft Report to the District for review and comment.
4. Attend a review meeting with the District to discuss the report and receive comments. Meeting will be held virtually.
5. Prepare and submit Final Report after incorporating and addressing comments from the District.

#### **TASK 5 - APPLY ARC FLASH LABELS TO EQUIPMENT**

HCE's subconsultant, HEE will perform the following:

1. Generate arc flash labels that comply with NFPA 70E requirements based upon the results of the arc flash portion of the study.
2. Verify/modify/set overcurrent protective device settings against recommended settings from the study and apply arc flash labels to electrical equipment as appropriate.

#### **DELIVERABLES**

<b>TASK</b>	<b>DELIVERABLE</b>	<b>QUANTITY</b>
Task 3 – Condition Assessment Analysis	Draft Technical Memorandum  Final Technical Memorandum	Electronic PDF copies will be provided
Task 4 – Short Circuit, Device Coordination and Arc Flash Study	Draft Short Circuit, Device Coordination Study and Arc Flash Draft Report	Electronic PDF copies will be provided

	Final Short Circuit, Device Coordination Study and Arc Flash Draft Report	
--	---	--

### **TIME OF COMPLETION**

HCE shall complete the project as outlined below in the project schedule. Days are based on calendar days.

- Task 1 – Project Kick-Off Meeting
  - 7 days within the Notice to Proceed
- Task 2 – Data Gathering and Update of Existing Plant One Line Diagram
  - 60 days after completion of Task 1
- Task 3 – Condition Assessment Analysis
  - Draft Technical Memorandum: 60 days after Task 2 is completed.
  - Draft Technical Memorandum Review Meeting: 10 days after submittal of Draft Technical Memorandum.
  - Final Technical Memorandum: 20 Days after Draft Technical Memorandum Review Meeting.
- Task 4 – Short Circuit, Device Coordination and Arc Flash Study
  - Draft Study Document: 120 days after Task 2 is completed.
  - Draft Study Document Review Meeting: 10 days after submittal of Draft Study Document.
  - Final Study Document: 30 Days after Draft Study Review Meeting.
- Task 5 – Apply Arc Flash Labels to Equipment
  - 45 days after Task 4 is completed.

### **SCHEDULE OF FEES**

Proposed labor costs for engineering services are tabulated below.

<b>TASK</b>	<b>ENGINEERING FEE</b>
Task 1 – Project Kick-Off Meeting	\$1,839.11 (LS)
Task 2 – Data Gathering and Update of Existing Plant One Line Diagram	\$30,911.22 (LS)
Task 3 – Condition Assessment Analysis	\$28,401.45 (LS)
Task 4 – Short Circuit, Device Coordination and Arc Flash Study	\$51,242.78 (LS)
Task 5 – Apply Arc Flash Labels to Equipment	\$26,462.60 (LS)
<b>TOTAL AMOUNT (LS)</b>	<b>\$138,857.16 (LS)</b>

## **ASSUMPTIONS**

1. District will furnish all available as-built electrical one-line drawings in AutoCAD (if available) and in PDF fashion.
2. All drawings produced under this Task Order will be in AutoCAD 2019, or higher. Reports will be in Microsoft Word or Excel as appropriate.
3. Drawing submittals for review shall be 11"x17" PDF.
4. Scope does not include a detailed analysis of plant, yard or building lighting or plant control systems.
5. Proposal does not include design services to address any findings or recommendations made in the study.
6. The proposal and study do not include an arc flash safety program. The information contained in the study is for use by the District's Risk Management Team in implementing safe electrical system work practices. Development of safety programs to mitigate risk of personnel injury related to electrical work practices and/or arc flash hazards is beyond the scope of services provided by HEE.

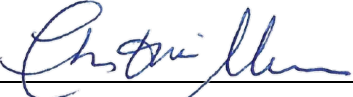
This Authorization is accepted, subject to the terms, conditions, and obligations of the aforementioned Contract.

### **LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT**

By: \_\_\_\_\_  
D. Albrey Arrington Ph.D., Executive Director

\_\_\_\_\_  
Date

### **HOLTZ CONSULTING ENGINEERS, INC.**

By: \_\_\_\_\_  
Christine Miranda, PE, Vice President

12/5/22  
Date



Attachment A - Electrical System Condition Assessment, Short Circuit, Device Coordination and Arc Flash Study, and Electrical Maintenance Testing Bid Documents

		Principal	Senior Project Manager	Project Engineer (PE)	Designer	Construction Inspector	Administrative Support	Subconsultant	Item Cost (Note Subconsultant fee is marked up 5%)		Task Cost
Rate		\$190	\$170	\$120	\$110	\$95	\$70	-			
Task	Item	Hours						Fees			
Task 1 – Project Kick-Off Meeting	Kick-off Meeting	2		2				\$808.68		\$1,469.11	\$1,839.11
	Meeting Minutes	0.5		2			0.5	\$370.00		\$370.00	
Task 2 – Data Gathering and Update of Existing Plant One Line Diagram	Field Verification							\$19,997.25		\$20,997.11	\$30,911.22
	Update of As-Built One-Line Diagram	2		2				\$8,851.53		\$9,914.11	
Task 3 – Condition Assessment Analysis	Draft Technical Memorandum Creation	2		4				\$17,257.70		\$18,980.59	\$28,401.45
	Draft Technical Memorandum Review Meeting & Minutes	4		4			0.5	\$808.68		\$2,124.11	
	Final Technical Memorandum Creation	1		2				\$6,539.76		\$7,296.75	
Task 4 – Short Circuit, Device Coordination and Arc Flash Study	Engineering	4		8				\$24,371.74		\$27,310.33	\$51,242.78
	Draft Report Creation	2		4				\$14,315.98		\$15,926.78	
	Draft Review Meeting & Minutes	4		4			0.5	\$808.68		\$2,124.11	
	Final Report Creation	1		2				\$5,191.96		\$5,881.56	
Task 5 – Apply Arc Flash Labels to Equipment	Create and Apply Labels and set protective devices; Engineering Hours	2		2				\$24,612.00		\$26,462.60	\$26,462.60
		24.5	0	36	0	0	1.5	Sub \$123,563.96 HCE \$15,293	Total Engineering Fee		\$138,857.16



# 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](http://loxahatcheeriver.org)

## MEMORANDUM

To: D. ALBREY ARRINGTON, Ph.D., Executive Director  
FROM: JASON A. PUGSLEY, P.E., Operations – Plant Manager  
DATE: DECEMBER 14, 2022  
SUBJECT: FISCAL YEAR 2023 – ANNUAL PURCHASE ORDER AUTHORIZATION FOR SOLIDS DEWATERING POLYMER WITH POLYDYNE, INC.

The amount included in the District's FY 2023 budget is sufficient to cover the amount of this request.

The District utilizes a cationic emulsion polymer (Clarifloc SE-1021) manufactured by Polydyne, Inc. to enhance the sludge dewatering processes at its wastewater treatment plant (WWTP). The addition of polymer upstream of the belt filter press dewatering units is a critical component of the biosolids process.

Staff desires Board approval to piggy-back an existing contract through Hillsborough County. Polydyne, Inc. was previously awarded a contract (Hillsborough County ITB No. 21632-0-2021/OR) for the supply of cationic emulsion polymer. The County's contract allows Polydyne, Inc. to extend the pricing, terms and conditions to the District with Polydyne, Inc.'s consent. The term of the Hillsborough County contract is October 1, 2021 through September 30, 2024, with potential annual rate adjustments based on contract terms in the piggy-back contract. Hillsborough County recently approved the annual rate increase submitted by Polydyne for Fiscal Year 2023. The rate adjustment results in a 6% increase from \$1.35/lbs. to \$1.43 lbs. Hillsborough County is a significantly larger utility than the District and, as such, the County is capable of securing a more favorable rate due to their higher annual polymer usage.

Staff recommends the following motion:

**"THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute a purchase order to Polydyne, Inc. for the supply of cationic emulsion polymer, in accordance with a "piggy-back" of Hillsborough County ITB No. 21632-0-2021/OR for the period commencing on December 16, 2022 through September 30, 2023, in an amount Not-to-Exceed \$90,000.00."**

James D. Snyder  
CHAIRMAN

Gordon M. Boggie  
BOARD MEMBER

Stephen B. Rockoff  
BOARD MEMBER

Dr. Matt H. Rostock  
BOARD MEMBER

June 8, 2022

John Hollingshead, CPPB, FCPM  
Chief Procurement Operations Coordinator  
Hillsborough County  
601 E. Kennedy Blvd., 18<sup>th</sup> Floor  
Tampa, FL 33601

SUBJECT: Contract Price Adjustment Request

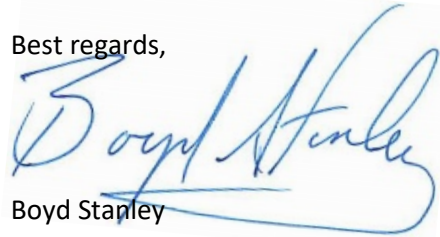
Dear Mr. Hollingshead,

Polydyne Inc. remains committed to being the low-cost polymer supplier to the U.S. municipal market. However, over the last year, we have experienced significant manufacturing cost increases due to high demand and tight supply of both raw materials and transportation services, as well as the impact of current world events. Polydyne Inc. has made every effort to absorb or mitigate these cost increases. Regrettably, we are unable to continue to do so and must request your assistance for some relief.

In accordance with the terms of our Agreement, Polydyne Inc. proposes to supply CLARIFLOC SE-1012 at the adjusted unit price of \$1.43/Lb. for the period October 1, 2022 through September 30, 2023. This price incorporates the allowable 6% price adjustment. Attached for your reference, please find attached the most recent CPI – All items in South urban wage earners and clerical workers, not seasonally adjusted (Series ID: CWUR0300SA0), which reflects an increase of 9.4%.

We thank you for your business and consideration of this proposal. If this proposal is acceptable to the County, please send notification by email to [bids@polydyneinc.com](mailto:bids@polydyneinc.com). If you have any questions, please feel free to contact Chris Cherp, Technical Sales Representative, at (941) 961-3998.

Best regards,



Boyd Stanley  
Senior Vice-President


Attachments

# Databases, Tables & Calculators by Subject

Change Output Options:

From: 2012 To: 2022 

☐ include graphs ☐ include annual averages

[More Formatting Options](#) 

Data extracted on: June 8, 2022 (2:36:48 PM)

**CPI for Urban Wage Earners and Clerical Workers (CPI-W)**

**Series Id:** CWUR0300SA0  
Not Seasonally Adjusted  
**Series Title:** All items in South urban, urban wage earners and clerical workers, not seasonally adjusted  
**Area:** South  
**Item:** All items  
**Base Period:** 1982-84=100

Download:  [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2012	218.571	220.080	221.792	222.872	221.690	221.077	220.705	222.250	223.497	222.779	221.361	220.975	221.471	221.014	221.928
2013	221.849	224.019	224.862	224.266	224.352	225.338	225.838	226.119	225.981	225.294	224.588	224.895	224.783	224.114	225.453
2014	225.459	226.443	227.975	229.519	229.901	230.476	230.195	229.594	229.666	228.724	226.959	225.251	228.347	228.296	228.398
2015	223.133	224.390	225.936	226.618	227.706	229.008	228.716	228.011	227.348	227.164	226.621	225.578	226.686	226.132	227.240
2016	225.274	225.239	226.818	227.955	228.943	229.955	229.281	229.479	230.070	230.238	229.753	230.016	228.585	227.364	229.806
2017	231.413	231.825	231.920	232.552	232.494	233.064	232.658	233.691	235.707	234.886	234.667	234.361	233.270	232.211	234.328
2018	235.649	236.975	237.318	238.380	239.291	239.844	239.787	239.743	239.707	240.241	239.179	237.492	238.634	237.910	239.358
2019	237.815	239.130	241.036	242.558	242.359	242.032	242.873	242.437	242.339	242.824	242.614	242.619	241.720	240.822	242.618
2020	243.338	243.593	243.277	241.139	240.565	242.401	244.035	245.024	245.609	245.847	245.421	245.886	243.845	242.386	245.304
2021	247.339	248.802	251.042	252.967	255.237	257.847	259.259	259.972	260.839	263.514	264.924	265.732	257.290	252.206	262.373
2022	268.146	271.367	275.672	276.743											

+9.4%



**Hillsborough  
County Florida**

Agreement	221215586
Agreement Date	27-OCT-2022
Change Order	1
Change Order Date	09-DEC-2022
Revision	1
Agreement Amount	3,176,415.00 USD

Procurement BU **BOCC-BU**  
**PO BOX 1110**  
**TAMPA, FL 33601**  
**Hillsborough**  
**UNITED STATES**

Supplier **POLYDYNE INC**  
**ATTN BIDS & CONTRACT ADMINISTRATOR**  
**ONE CHEMICAL PLANT RD**  
**RICEBORO, GA 31323**

Notes USD = US Dollar

This is a converted document which represents the remaining balance of the original order. All Pricing, Quantities, Delivery Requirements, Specifications, Terms, Conditions, Instructions, and Referenced Documents on the original order shall govern in the event of a discrepancy between the original order and this document. The original ordering document should be referenced and utilized for all information that the supplier relies on in the performance of the order

\*\*\*Summary of Changes\*\*\*

In accordance with Contract Documents, Section 2, Paragraph 2.4, expired line 2, and added line 3 with the revised 6% increase, by \$186.30, from \$3,105.00, to \$3,291.30. The Consumer Price Index revised rate of 1.0738372, exceeded the Contract allowed amount of 6%.

In accordance with ITB 21632, 1, Liquid Polymer Bulk Awarded by the BOCC on September 22, 2021 Department: Water Resources Department Contact: Debbie Andrews, 813-209-3021, AndrewsDM@HCFLGov.net

Customer Number	Account	Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
		1019031	Net 30	Freight Included	FOB - Destination	Best Way
Start Date	End Date	Confirm To				
01-OCT-2021	30-SEP-2024	Bickhardt, Brian Phone 1-813-663-3213				

Line	Item	UOM	Price	Expiration Date
2	2300 lb Tote Clarifloc SE-1012	Each	3,105.00	06-Dec-2022
3	2300 lb Tote Clarifloc SE-1012	Each	3,291.30	

Blanket Purchase Agreement 221215586 Change Order 1

Line	Item	UOM	Price	Expiration Date





# 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](http://loxahatcheeriver.org)

## MEMORANDUM

To: Governing Board  
From: Kara Fraraccio, Director of Finance and Administration  
Date: December 9, 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:

### Schedule 1: Tangible Personal Property Disposals

Tag #	F/A #	Description	Condition	Date Recorded	Acquired Value	Book Value	Estimated Value
Unit16	TE0098-1	UNIT #16 2011 FORD F150	Operational	09/30/11	\$ 26,346	\$ -	\$ 9,000
Unit16	TE0098-2	UNIT #16 AFTER MARKET EQUIPMENT	Operational	10/01/11	5,370	-	
Unit20	TE0102-1	UNIT #20 2012 FORD F550	Operational	09/30/12	39,592	-	12,000
<b>Total Assets to be Disposed</b>					<b>\$ 71,308</b>	<b>\$ -</b>	<b>\$ 12,000</b>

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.

Typically, we dispose of fixed assets because they have exceeded their useful life, are no longer useful to the District, and/or were replaced (i.e., rehabilitated with new components). The schedule of assets below are slated for disposal because they were decommissioned during the previous fiscal year as part of renewal and replacement projects. These items were replaced because they failed, were in jeopardy of failing, or were part of a broader project. The older items with no remaining book value lasted their full expected life. Some items that had a remaining book value lasted their expected life, but, unfortunately, the depreciation schedule ascribed to these items was too long. We are working comprehensively to improve the accuracy of our depreciation schedules for new capital purchases. Specifically, we are now booking capital assets as components rather than as projects, which allows us to prescribe a shorter life expectancy to a lift station pump than to the lift station wet well, for example.

James D. Snyder  
CHAIRMAN

Stephen B. Rockoff  
BOARD MEMBER

Dr. Matt H. Rostock  
BOARD MEMBER

Gordon Boggie  
BOARD MEMBER

## Schedule 2: Renewal and Replacement Disposals

F/A #	Description	Date Recorded	Number of Years Anticipated	Acquired Value	Book Value
DLS95-1	LS #266 - 131 BEARS CLUB DR, BEARS CLUB PH III	09/30/01	25	\$ 21,851	\$ 3,496
CTL0207-1	PARTS FOR LS #130 DISCHARGE F/M REPAIR	09/30/08	5	2,724	-
CTL154-1	MARCINSKI FORCE MAIN	09/30/01	40	31,416	14,923
TDE0216-1	REPLACE GRIT CLASSIFIER UNIT @ HEADWORKS	09/30/09	10	43,098	-
CTL180-1	G/L REPAIRS FYE 9/30/05 GREENWOOD COVE	09/30/05	40	1,700	978
DCTL8-1	GREENWOOD COVE	04/01/79	60	2,691	740
GLS3	LS #94 - LORD CHUMLEY'S (GERARD'S)	10/01/78	25	8,001	-
IQL010-1	CHLORINE LEAK DETECTION SYSTEM IMPROVEMENT	09/30/09	10	13,323	-
TDE0255-1	CHLORINE BLDG - 317 CY MECHANICAL	09/30/09	13	28,322	-
DLS61-1	LS #59 - JUPITER HILLS IV	09/01/87	25	17,599	-
CTL144-1	GRAVITY LINE REPAIRS FYE 9/30/00 - OLYMPUS	09/30/00	40	750	338
DCTL36-1	OLYMPUS G/S	09/01/80	60	145,000	43,298
PE51-3	REPLACE ENGINE ON RIVERKEEPER BOAT	09/30/11	5	8,314	-
<b>Total Assets to be Disposed</b>				<b>\$ 324,788</b>	<b>\$ 63,772</b>

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

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

I offer the following motion for your approval:

**“THAT THE GOVERNING BOARD authorize the Executive Director to dispose of tangible personal property included in Schedule 1: Tangible Personal Property Disposals and the assets listed in Schedule 2: Renewal and Replacement Disposals in accordance with the District’s Disposal of Surplus Tangible Personal Property Policy.”**



# LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

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FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

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

## MEMORANDUM

TO: D. Albrey Arrington, Ph.D.  
FROM: Kris Dean, P.E., Deputy Executive Director/Director of Engineering Service  
DATE: December 11, 2022  
SUBJECT: Consultants Competitive Negotiation Act: Bureau of Land Management (BLM) House Demo and Construction

In compliance with the District's Purchasing Policies and Procedures and Florida Statute 287.055 the District engaged in the CCNA process for FY21 with advertisement of Request for Qualifications 20-001 PROFSERVICES on April 1, 2020. Included in the RFQ 20-001-PROFSERVICES was BLM House Demo and Construction.

The Board authorized the Executive Director to enter a contract with Chen Moore and Associates for Professional Engineering Services for BLM House Demolition and Construction on March 18, 2021.

The original work authorization to Chen Moore and Associates provided professional services for the design, permitting, bidding assistance and construction administration for the BLM House Demolition and Construction project. The project is out to bid and staff wish to provide bidders with an alternate porch design intended to provide cost savings to the project. To facilitate this alternate Chen Moore is requesting an additional \$4240.00 in Design and Coordination Services and 8 days to complete.

20-001-PROFSERVICES/21-0651/N20012	\$146,422.00
Change Order 001 (May 2022)	\$ 25,510.00
Change Order 002 (proposed)	\$ 4,240.00

Staff recommend the following motion:

**“THAT THE DISTRICT GOVERNING BOARD authorize Change Order 002 with Chen Moore and Associates in the amount of \$4,240.00.”**

James D. Snyder  
CHAIRMAN

Gordon M. Boggie  
BOARD MEMBER

Stephen B. Rockoff  
BOARD MEMBER

Dr. Matt H. Rostock  
BOARD MEMBER

December 9, 2022

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

**Subject: BLM House Demolition and Construction  
Additional Services Request #2  
CMA Project 21-494.001**

Dear Mr. Dean:

Chen Moore and Associates (CMA) is pleased to submit the attached of Scope of Services to provide additional professional services for the design, permitting, bidding assistance and construction administration for the BLM House Demolition and Construction project.

#### **BACKGROUND**

United States Department of the Interior Bureau of Land Management (BLM) authorized a series of infrastructure related projects within the Jupiter Lighthouse Outstanding Natural Area (ONA). The purpose of these projects is to modernize existing facilities and infrastructure to ensure a safe visitor experience and working environment for staff, while enhancing the resilience of the ONA's congressionally designated values, including the protection of historic structures, scenic landscape and biological resources.

CMA entered into a contract with Loxahatchee River Environmental Control District (LRECD) on March 23, 2021 for the BLM House Demolition and Construction project. The scope of services includes the planning, engineering, architecture, and landscape architecture professional services for the renovation of these two structures and associated site improvements.

LRECD has requested an alternate wood design for the proposed front porch structure of the two houses in the original project scope. The addition of these improvements and modifications requires revisions to the drawings, specifications and additional coordination. Revisions to work that has already been completed is excluded from the original scope of services, and as such, additional services are requested.

#### **SCOPE OF SERVICES**

The professional planning, engineering, and architecture services and the associated fees are described below. Task numbers from the original authorization are used below for clarity. If the task number is not included, additional services are not requested.

#### **TASK 2 – DESIGN SERVICES**

##### **2.3 Bid Addendum – Porch Alternate**

CONSULTANT and SUBCONSULTANT shall prepare bid addendum with plans and technical specifications for the alternate porch structure.

## ASSUMPTIONS

The assumptions from the original authorization pertain to these additional services.

## DELIVERABLES

CONSULTANT will provide the deliverables below in accordance with the original authorization. PDF copies will be provided via email for all deliverables that have hard copies included.

- Bid Addenda – Porch Alternate: One (1) copy of design plans (24"x36")

## SCHEDULE OF SERVICES

The schedule of services will be performed as follows:

TASK	ESTIMATED DAYS FROM NTP
TASK 2 – DESIGN SERVICES	
2.3 Bid Addenda – Porch Alternate	8

## FEES

The additional fees for the above tasks are as follows.

Design and Coordination Services (Task 2)	\$4,240
<b>Total</b>	<b>\$4,240</b>

Tasks will be lump sum and billed according to the percent complete.

See Exhibit A for a breakdown of fees.

500 S. Australian Ave., Suite 850  
West Palm Beach, FL 33401  
Office: +1 (561) 746-6900



Should you have any questions, please do not hesitate to contact me at my office at (561) 746-6900 x 1035, my cell phone at (954) 650-7996 or send me an electronic message at [sdombrowski@chenmoore.com](mailto:sdombrowski@chenmoore.com).

Respectfully submitted,

CHEN MOORE AND ASSOCIATES  
Suzanne Dombrowski, P.E., ENV SP  
Principal Engineer / Office Leader

Attachment(s):          Exhibit A Fee Breakdown



Loxahatchee River Environmental Control District  
 BLM House Demolition and Construction  
 Additional Service Request #2  
 Exhibit A: Fee Schedule

Chen Moore and Associates Project # 21-494.001

	Subconsultant Costs	Professional Staffing										Total	
		Clerical	Senior Technician	Associate LA	Senior Designer	Associate Engineer	Senior Const. Spec.	Project LA/ Planner	Senior Engineer	Project Manager	Sr. Project Manager	Principal	
Hourly Rate		\$65.00	\$90.00	\$95.00	\$135.00	\$115.00	\$125.00	\$135.00	\$165.00	\$195.00	\$210.00	\$330.00	
TASK 2 – DESIGN SERVICES													
2.3 Bid Addenda - Porch Alternate	\$3,800					2					1		\$4,240
Task 2 Total													\$4,240

**FEE TOTAL** **\$4,240**

Fee Summary  
 Design and Coordination Services (Task 2) \$4,240  
 Total \$4,240

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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](http://loxahatcheeriver.org)

## MEMORANDUM

TO: D. Albrey Arrington, Ph.D.  
FROM: Kris Dean, P.E., Deputy Executive Director/Director of Engineering Service  
DATE: December 08, 2022  
SUBJECT: Authorize Piggy-Back Contract for Main Lining Services

In November we discussed that lateral lining work was planned for fiscal year 2023, however, the contractor's schedule would not allow mobilization until April 2023 with completion scheduled for July 2024 and the bulk of the work occurring in fiscal year 2024. To manage workload and budget compliance staff proposed to proceed with this contract and schedule the lateral lining to be completed in fiscal year 2023/24 and evaluate additional main lining projects for completion during fiscal year 2023 in an amount not to exceed unspent budgeted funds for gravity system rehabilitations in 2023.

To complete a portion of this additional work staff are proposing to "piggy-back" the St. Johns County general services contract with Inliner Solutions 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.

This piggyback contract was authorized in November for an amount not to exceed \$1,125,000. We are now requesting the Board re-authorize an additional \$750,000 on this contract for a total amount not to exceed \$1,875,000.

This contract will be used to provide main lining services in Lift Station 50, 70 and 71 collection systems as well as other areas.

Staff recommend the following motion:

**"THAT THE DISTRICT GOVERNING BOARD re-authorize the "piggyback" of the St. Johns County Master Contract No. 21-MCC-GRA-13190 with Inliner Solutions for a total amount not to exceed \$1,875,000."**

James D. Snyder  
CHAIRMAN

Gordon M. Boggie  
BOARD MEMBER

Stephen B. Rockoff  
BOARD MEMBER

Dr. Matt H. Rostock  
BOARD MEMBER



**Office**  
253q Jewett Street  
Sanford, FL 32771

T 407-472-0014  
[graniteconstruction.com](http://graniteconstruction.com)

November 07, 2022

Courtney Marshall, PE  
Loxahatchee River District  
2500 Jupiter Driver  
Jupiter, FL 334458

RE: St. John's Contract 21-MCC-GRA-13190

Dear Ms. Marshall,

Please accept this letter as Inliner Solutions consent to utilize our St. John's Contract 21-MCC-GRA 13190 as a piggyback contract for the work identified as "Lift Station 50 Service Basin".

Inliner Solutions will complete the identified work in accordance the requirements of the St. John's contract.

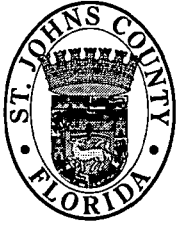
If you have any questions, do not hesitate to contact us.

Sincerely,

INLINER SOLUTIONS, LLC

A handwritten signature in black ink that reads "Daniel Banken". The script is cursive and fluid.

Daniel Banken  
Area Director - Florida Operations



## St. Johns County Board of County Commissioners

Purchasing Division

November 14, 2022

Ms. Sharyn Allen, CPP, CPDW, Purchasing Agent  
Loxahatchee River Environmental Control District  
2500 Jupiter Park Drive  
Jupiter, FL 33458

RE: Bid No. 21-05; Countywide Pipe and Manhole Lining, Renewal & Rehabilitation Services

Dear Ms. Allen:

St. Johns County approves piggybacking of the above referenced contract with Inliner Solutions, LLC, by the Loxahatchee River Environmental Control District. However, please be advised that, in the event of any lawsuits or disputes with the Loxahatchee River Environmental Control District, St. Johns County would not agree to be called as defense.

Please feel free to contact me with any questions you may have.

Sincerely,  
**St. Johns County, FL**  
**Purchasing Division**

A handwritten signature in black ink, appearing to read "Diana M. Fye", is written over the typed name.

Diana M. Fye, BAS, CPPB  
Senior Procurement Coordinator  
(904) 209-0162 – Direct  
(904) 209-0150 – Main  
[dfye@sjcfl.us](mailto:dfye@sjcfl.us)

CC: SJC Purchasing Bid No: 21-05 – Inliner Solutions – Master Contract File



# 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-GRA-13190

**Contractor:** Granite Inliner, LLC  
2531 Jewett Lane  
Sanford, FL 33701

**Date:** December 3, 2021

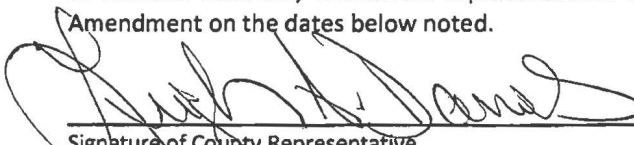
Contract Amendment No: 01 is hereby issued to amend the above referenced Master Contract as follows:

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 23, 2022 through and until 11:59 PM EST on February 22, 2023.
3. No increases to the unit prices are granted by this Amendment.

St. Johns County shall compensate the vendor based upon the terms as stated in the Master Contract dated February 23, 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

Michael Cannon Digitally signed by Michael Cannon  
Date: 2021.12.08 12:42:24 -05'00'  
\_\_\_\_\_  
Signature of Contractor Representative

12/08/2021  
\_\_\_\_\_  
Date

Michael Cannon, District Manager  
\_\_\_\_\_  
Printed Name & Title

ST JOHNS COUNTY

DEC 08 '21

PURCHASING

End of Amendment No: 01



December 2, 2021

Diana M. Fye, AS, CPPB  
Senior Procurement Coordinator  
St. Johns County  
500 San Sebastian View  
St. Augustine, Florida 32084

Re: Master Contract No. 21-MCC-GRA-13190, Renewal Option Number One

Dear Ms. Fye,

Please accept this letter as Granite Inliner's desire to accept St. Johns County's offer to execute contract renewal option number one for the referenced contract under the same pricing, terms, and conditions as the current contract.

Sincerely,

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

Michael Cannon, P.E.  
District Manger



**BID NO: 21-05; COUNTYWIDE PIPE AND MANHOLE LINING, RENEWAL & REHABILITATION SERVICES  
MASTER CONTRACT # 21-MCC-GRA-13190**

**EXHIBIT "C"  
BASIS OF COMPENSATION**

Unit Prices submitted under this Bid shall include any and all costs, fees, and charges associated with providing labor, materials, equipment, testing, shoring, dewatering, surveying, mark-up, insurance, bond(s), utilities, and any other costs associated with performance of the work. The Unit shall be the final unit cost to the County. The County shall not be charged for any costs other than the unit price items unless approved via Contract Amendment prior to execution of a Task Order.

The pricing under this Bid shall remain firm throughout the duration of the initial term of this Contract Agreement. No pricing increases will be permitted during the initial term. Price increases shall only be considered at the time Contract Renewal(s) is issued. The Contractor shall submit any requests for increases in pricing no later than sixty (60) days prior to the effective date of the Contract Renewal. Requested price increases must be justified by the Contractor by providing proof of a cost increase to the Contractor in such major areas as cost of supplies, material, fuel, or changes in governmental regulations. The cost of an increase must not be offset by a corresponding decrease in another area. Negotiated increases shall not exceed prior twelve (12) months CPI - All Urban Consumers (CPI-U), unless otherwise approved by the County. Should the requested price increase be considered excessive or determined not to be competitive for the services, the County reserves the right to deny the requested price increase, or terminate the Contract Agreement, and re-bid for these services. All prices shall remain firm for the period of each Contract Renewal term.

**BID NO: 21-05; COUNTYWIDE PIPE AND MANHOLE LINING, RENEWAL & REHABILITATION SERVICES  
MASTER CONTRACT # 21-MCC-GRA-13190**

**EXHIBIT "C-1"  
UNIT PRICE LIST**

<b>A. CURED-IN-PLACE PIPE (CIPP)(Stormwater and Waste Water (WW) Drainage Pipes/Mains)</b>			
<b>Cured-In-Place Pipe (CIPP) Liner Rehabilitation – Stormwater Drainage/WW Infrastructure Cleaning and CCTV Inspection</b>			
<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Cost</b>
	<b>Light Cleaning and CCTV Inspection</b>		
A-1	8" - 12" diameter	LF	\$ 2.00
A-2	14" - 18" diameter	LF	\$ 3.50
A-3	20" - 24" diameter	LF	\$ 4.50
A-4	27" - 42" diameter	LF	\$ 6.50
A-5	48" - 72" diameter	LF	\$ 8.50
	<b>Medium Cleaning and CCTV Inspection</b>		
A-6	8" - 12" diameter	LF	\$ 2.50
A-7	14" - 18" diameter	LF	\$ 4.50
A-8	20" - 24" diameter	LF	\$ 6.00
A-9	27" - 42" diameter	LF	\$ 14.00
A-10	48" - 72" diameter	LF	\$ 18.00
	<b>Heavy Cleaning and CCTV Inspection</b>		
A-11	8" - 12" diameter	LF	\$ 4.00
A-12	14" - 18" diameter	LF	\$ 6.50
A-13	20" - 24" diameter	LF	\$ 12.00
A-14	27" - 42" diameter	LF	\$ 21.00
A-15	48" - 72" diameter	LF	\$ 25.00
	<b>Root Removal and CCTV Inspection</b>		
A-16	8" - 12" diameter	LF	\$ 4.00
A-17	14" - 18" diameter	LF	\$ 6.00
A-18	20" - 24" diameter	LF	\$ 10.00
A-19	27" - 42" diameter	LF	\$ 15.00
A-20	48" - 72" diameter	LF	\$ 20.00
	<b>Tuberculation Cleaning and CCTV Inspection</b>		
A-21	8" - 12" diameter	LF	\$ 25.00
A-22	14" - 18" diameter	LF	\$ 28.00
A-23	20" - 24" diameter	LF	\$ 30.00
A-24	27" - 42" diameter	LF	\$ 35.00
A-25	48" - 72" diameter	LF	\$ 45.00

<b>Cured-In-Place-Pipe Liner - Furnish and Installation – Stormwater Drainage/WW Infrastructure</b>			
	<b>8" diameter CIPP Liner</b>		
A-26	6.0 mm normal thickness (.236)	LF	\$ 35.00
A-27	7.5 mm normal thickness (.295)	LF	\$ 36.00
A-28	9.0 mm normal thickness (.354)	LF	\$ 37.00
A-29	Sectional Liner, 8' long	EA	No Bid
	<b>12" diameter CIPP Liner</b>		
A-30	6.0 mm normal thickness (.236)	LF	\$ 50.00
A-31	7.5 mm normal thickness (.295)	LF	\$ 51.00
A-32	9.0 mm normal thickness (.354)	LF	\$ 52.00
A-33	Charge for each 1.5mm thickness increase per LF exceeding 9.0 mm	LF	\$ 1.00
A-34	Sectional Liner, 8' long	EA	No Bid
	<b>15" diameter CIPP Liner</b>		
A-35	6.0 mm normal thickness (.236)	LF	\$ 82.00
A-36	7.5 mm normal thickness (.295)	LF	\$ 85.00
A-37	9.0 mm normal thickness (.354)	LF	\$ 88.00
A-38	Charge for each 1.5mm thickness increase per LF exceeding 9.0 mm	LF	\$ 3.00
A-39	Sectional Liner, 8' long	EA	No Bid
	<b>18" diameter CIPP Liner</b>		
A-40	6.0 mm normal thickness (.236)	LF	\$ 90.00
A-41	7.5 mm normal thickness (.295)	LF	\$ 93.00
A-42	9.0 mm normal thickness (.354)	LF	\$ 96.00
A-43	10.5 mm normal thickness (.413)	LF	\$ 99.00
A-44	Charge for each 1.5mm thickness increase per LF exceeding 10.5 mm	LF	\$ 3.00
A-45	Sectional Liner, 8' long	EA	No Bid
	<b>21" diameter CIPP Liner</b>		
A-46	6.0 mm normal thickness (.236)	LF	\$ 90.00
A-47	7.5 mm normal thickness (.295)	LF	\$ 93.00
A-48	9.0 mm normal thickness (.354)	LF	\$ 96.00
A-49	10.5 mm normal thickness (.413)	LF	\$ 99.00
A-50	12.0 mm normal thickness (.472)	LF	\$ 102.00
A-51	Charge for each 1.5mm thickness increase per LF exceeding 12.0 mm	LF	\$ 3.00
A-52	Sectional Liner, 8' long	EA	No Bid
	<b>24" diameter CIPP Liner</b>		
A-53	9.0 mm normal thickness (.354)	LF	\$ 92.00
A-54	10.5 mm normal thickness (.413)	LF	\$ 96.00
A-55	12.0 mm normal thickness (.472)	LF	\$ 100.00
A-56	13.5 mm normal thickness (.531)	LF	\$ 104.00
A-57	15.0 mm normal thickness (.591)	LF	\$ 108.00

A-58	Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm	LF	\$ 4.00
A-59	Sectional Liner, 8' long	EA	No Bid
	<b>27" diameter CIPP Liner</b>		
A-60	9.0 mm normal thickness (.354)	LF	\$ 94.00
A-61	10.5 mm normal thickness (.413)	LF	\$ 98.00
A-62	12.0 mm normal thickness (.472)	LF	\$ 102.00
A-63	13.5 mm normal thickness (.531)	LF	\$ 106.00
A-64	15.0 mm normal thickness (.591)	LF	\$ 110.00
A-65	Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm	LF	\$ 4.00
A-66	Sectional Liner, 8' long	EA	No Bid
	<b>30" diameter CIPP Liner</b>		
A-67	9.0 mm normal thickness (.354)	LF	\$ 105.00
A-68	10.5 mm normal thickness (.413)	LF	\$ 110.00
A-69	12.0 mm normal thickness (.472)	LF	\$ 115.00
A-70	13.5 mm normal thickness (.531)	LF	\$ 120.00
A-71	15.0 mm normal thickness (.591)	LF	\$ 125.00
A-72	Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm	LF	\$ 5.00
A-73	Sectional Liner, 8' long	EA	No Bid
	<b>36" diameter CIPP Liner</b>		
A-74	10.5 mm normal thickness (.413)	LF	\$ 150.00
A-75	12.0 mm normal thickness (.472)	LF	\$ 155.00
A-76	13.5 mm normal thickness (.531)	LF	\$ 160.00
A-77	15.0 mm normal thickness (.591)	LF	\$ 165.00
A-78	16.5 mm normal thickness (.650)	LF	\$ 170.00
A-79	18.0 mm normal thickness (.709)	LF	\$ 175.00
A-80	Charge for each 1.5mm thickness increase per LF exceeding 18.0 mm	LF	\$ 5.00
A-81	Sectional Liner, 8' long	EA	No Bid
	<b>42" diameter CIPP Liner</b>		
A-82	10.5 mm normal thickness (.413)	LF	\$ 194.00
A-83	12.0 mm normal thickness (.472)	LF	\$ 196.00
A-84	13.5 mm normal thickness (.531)	LF	\$ 202.00
A-85	15.0 mm normal thickness (.591)	LF	\$ 208.00
A-86	16.5 mm normal thickness (.650)	LF	\$ 214.00
A-87	18.0 mm normal thickness (.709)	LF	\$ 220.00
A-88	Charge for each 1.5mm thickness increase per LF exceeding 18.0 mm	LF	\$ 6.00
A-89	Sectional Liner, 8' long	EA	No Bid
	<b>48" diameter CIPP Liner</b>		
A-90	12.0 mm normal thickness (.472)	LF	\$ 200.00
A-91	13.5 mm normal thickness (.531)	LF	\$ 207.00
A-92	15.0 mm normal thickness (.591)	LF	\$ 214.00



A-93	16.5 mm normal thickness (.650)	LF	\$ 221.00
A-94	18.0 mm normal thickness (.709)	LF	\$ 228.00
A-95	19.5 mm normal thickness (.768)	LF	\$ 235.00
A-96	21.0 mm normal thickness (.827)	LF	\$ 242.00
A-97	Charge for each 1.5mm thickness increase per LF exceeding 21.0 mm	LF	\$ 7.00
A-98	Sectional Liner, 8' long	EA	No Bid
<b>52" diameter CIPP Liner</b>			
A-99	10.5 mm normal thickness (.413)	LF	\$ 274.00
A-100	12.0 mm normal thickness (.472)	LF	\$ 282.00
A-101	13.5 mm normal thickness (.531)	LF	\$ 290.00
A-102	15.0 mm normal thickness (.591)	LF	\$ 298.00
A-103	16.5 mm normal thickness (.650)	LF	\$ 306.00
A-104	18.0 mm normal thickness (.709)	LF	\$ 314.00
A-105	19.5 mm normal thickness (.768)	LF	\$ 322.00
A-106	21.0 mm normal thickness (.827)	LF	\$ 330.00
A-107	22.5 mm normal thickness (.886)	LF	\$ 338.00
A-108	Charge for each 1.5mm thickness increase per LF exceeding 22.5 mm	LF	\$ 8.00
A-109	Sectional Liner, 8' long	EA	No Bid
<b>54" diameter CIPP Liner</b>			
A-110	10.5 mm normal thickness (.413)	LF	\$ 274.00
A-111	12.0 mm normal thickness (.472)	LF	\$ 282.00
A-112	13.5 mm normal thickness (.531)	LF	\$ 290.00
A-113	15.0 mm normal thickness (.591)	LF	\$ 298.00
A-114	16.5 mm normal thickness (.650)	LF	\$ 306.00
A-115	18.0 mm normal thickness (.709)	LF	\$ 314.00
A-116	19.5 mm normal thickness (.768)	LF	\$ 322.00
A-117	21.0 mm normal thickness (.827)	LF	\$ 330.00
A-118	22.5 mm normal thickness (.886)	LF	\$ 338.00
A-119	Charge for each 1.5mm thickness increase per LF exceeding 22.5 mm	LF	\$ 8.00
A-120	Sectional Liner, 8' long	EA	No Bid
<b>60" diameter CIPP Liner</b>			
A-121	10.5 mm normal thickness (.413)	LF	\$ 280.00
A-122	12.0 mm normal thickness (.472)	LF	\$ 290.00
A-123	13.5 mm normal thickness (.531)	LF	\$ 300.00
A-124	15.0 mm normal thickness (.591)	LF	\$ 310.00
A-125	16.5 mm normal thickness (.650)	LF	\$ 320.00
A-126	18.0 mm normal thickness (.709)	LF	\$ 330.00
A-127	19.5 mm normal thickness (.768)	LF	\$ 340.00
A-128	21.0 mm normal thickness (.827)	LF	\$ 350.00
A-129	22.5 mm normal thickness (.886)	LF	\$ 360.00
A-130	Charge for each 1.5mm thickness increase per LF exceeding 22.5 mm	LF	\$ 10.00
A-131	Sectional Liner, 8' long	EA	No Bid

	<b>72" diameter CIPP Liner</b>		
A-132	10.5 mm normal thickness (.413)	LF	\$ 520.00
A-133	12.0 mm normal thickness (.472)	LF	\$ 530.00
A-134	13.5 mm normal thickness (.531)	LF	\$ 540.00
A-135	15.0 mm normal thickness (.591)	LF	\$ 550.00
A-136	16.5 mm normal thickness (.650)	LF	\$ 560.00
A-137	18.0 mm normal thickness (.709)	LF	\$ 570.00
A-138	19.5 mm normal thickness (.768)	LF	\$ 580.00
A-139	21.0 mm normal thickness (.827)	LF	\$ 590.00
A-140	22.5 mm normal thickness (.886)	LF	\$ 600.00
A-141	Charge for each 1.5mm thickness increase per LF exceeding 22.5 mm	LF	\$ 12.00
A-142	Sectional Liner, 8' long	EA	No Bid
	<b>(12" X 18") Elliptical CIPP Liner</b>		
A-143	9.0 mm normal thickness (.354)	LF	\$ 82.00
A-144	10.5 mm normal thickness (.413)	LF	\$ 85.00
A-145	12.0 mm normal thickness (.472)	LF	\$ 88.00
A-146	13.5 mm normal thickness (.531)	LF	\$ 91.00
A-147	15.0 mm normal thickness (.591)	LF	\$ 94.00
A-148	Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm	LF	\$ 3.00
A-149	Sectional Liner, 8' long	EA	No Bid
	<b>(14" X 18") Elliptical CIPP Liner</b>		
A-150	9.0 mm normal thickness (.354)	LF	\$ 84.00
A-151	10.5 mm normal thickness (.413)	LF	\$ 87.00
A-152	12.0 mm normal thickness (.472)	LF	\$ 90.00
A-153	13.5 mm normal thickness (.531)	LF	\$ 93.00
A-154	15.0 mm normal thickness (.591)	LF	\$ 96.00
A-155	Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm	LF	\$ 3.00
A-156	Sectional Liner, 8' long	EA	No Bid
	<b>(14" X 23") Elliptical CIPP Liner</b>		
A-157	9.0 mm normal thickness (.354)	LF	\$ 96.00
A-158	10.5 mm normal thickness (.413)	LF	\$ 99.00
A-159	12.0 mm normal thickness (.472)	LF	\$ 102.00
A-160	13.5 mm normal thickness (.531)	LF	\$ 105.00
A-161	15.0 mm normal thickness (.591)	LF	\$ 108.00
A-162	Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm	LF	\$ 3.00
A-163	Sectional Liner, 8' long	EA	No Bid
	<b>(19" X 30") Elliptical CIPP Liner</b>		
A-164	9.0 mm normal thickness (.354)	LF	\$ 92.00
A-165	10.5 mm normal thickness (.413)	LF	\$ 96.00
A-166	12.0 mm normal thickness (.472)	LF	\$ 100.00

A-167	13.5 mm normal thickness (.531)	LF	\$ 104.00
A-168	15.0 mm normal thickness (.591)	LF	\$ 108.00
A-169	Charge for each 1.5mm thickness increase per LF exceeding 15.0 mm	LF	\$ 4.00
A-170	Sectional Liner, 8' long	EA	No Bid
<b>(24" X 38") Elliptical CIPP Liner</b>			
A-171	10.5 mm normal thickness (.413)	LF	\$ 110.00
A-172	12.0 mm normal thickness (.472)	LF	\$ 115.00
A-173	13.5 mm normal thickness (.531)	LF	\$ 120.00
A-174	15.0 mm normal thickness (.591)	LF	\$ 125.00
A-175	16.5 mm normal thickness (.650)	LF	\$ 130.00
A-176	18.0 mm normal thickness (.709)	LF	\$ 135.00
A-177	Charge for each 1.5mm thickness increase per LF exceeding 18.0 mm	LF	\$ 5.00
A-178	Sectional Liner, 8' long	EA	No Bid
<b>(29" X 45") Elliptical CIPP Liner</b>			
A-179	12.0 mm normal thickness (.472)	LF	\$ 155.00
A-180	13.5 mm normal thickness (.531)	LF	\$ 160.00
A-181	15.0 mm normal thickness (.591)	LF	\$ 165.00
A-182	16.5 mm normal thickness (.650)	LF	\$ 170.00
A-183	18.0 mm normal thickness (.709)	LF	\$ 175.00
A-184	19.5 mm normal thickness (.768)	LF	\$ 180.00
A-185	21.0 mm normal thickness (.827)	LF	\$ 195.00
A-186	Charge for each 1.5mm thickness increase per LF exceeding 21.0 mm	LF	\$ 5.00
A-187	Sectional Liner, 8' long	EA	No Bid
<b>(38" X 60") Elliptical CIPP Liner</b>			
A-188	12.0 mm normal thickness (.472)	LF	\$ 282.00
A-189	13.5 mm normal thickness (.531)	LF	\$ 290.00
A-190	15.0 mm normal thickness (.591)	LF	\$ 298.00
A-191	16.5 mm normal thickness (.650)	LF	\$ 306.00
A-192	18.0 mm normal thickness (.709)	LF	\$ 314.00
A-193	19.5 mm normal thickness (.768)	LF	\$ 322.00
A-194	21.0 mm normal thickness (.827)	LF	\$ 330.00
A-195	Charge for each 1.5mm thickness increase per LF exceeding 21.0 mm	LF	\$ 8.00
A-196	Sectional Liner, 8' long	EA	No Bid
<b>(58" X 91") Elliptical CIPP Liner</b>			
A-197	12.0 mm normal thickness (.472)	LF	\$ 524.00
A-198	13.5 mm normal thickness (.531)	LF	\$ 536.00
A-199	15.0 mm normal thickness (.591)	LF	\$ 548.00
A-200	16.5 mm normal thickness (.650)	LF	\$ 560.00
A-201	18.0 mm normal thickness (.709)	LF	\$ 572.00
A-202	19.5 mm normal thickness (.768)	LF	\$ 584.00
A-203	21.0 mm normal thickness (.827)	LF	\$ 596.00



A-204	Charge for each 1.5mm thickness increase per LF exceeding 21.0 mm	LF	\$ 12.00
A-205	Sectional Liner, 8' long	EA	No Bid
<b>B. SLIPLINING (Stormwater and Wastewater (WW) Drainage Pipes/Mains)</b>			
<b>Sliplining – Stormwater Drainage/WW Infrastructure Cleaning and CCTV Inspection</b>			
	<b>Sliplining Light Cleaning and CCTV inspection</b>		
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
	<b>Sliplining Medium Cleaning and CCTV Inspection</b>		
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
	<b>Sliplining Heavy Cleaning and CCTV Inspection</b>		
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
	<b>Sliplining Root Removal and CCTV Inspection</b>		
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
	<b>Tuberculation Cleaning and CCTV Inspection</b>		
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
<b>Sliplining Rehabilitation – Furnish &amp; Installation – Stormwater Drainage Culverts</b>			
	<b>8" diameter Sliplining</b>		
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
	<b>10" diameter Sliplining</b>		
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
	<b>12" diameter Sliplining</b>		
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
	<b>15" diameter Sliplining</b>		
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
	<b>18" diameter Sliplining</b>		
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
	<b>21" diameter Sliplining</b>		
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
	<b>24" diameter Sliplining</b>		
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
	<b>27" diameter Sliplining</b>		
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
	<b>30" diameter Sliplining</b>		
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
	<b>36" diameter Sliplining</b>		
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
	<b>42" diameter Sliplining</b>		
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
	<b>48" diameter Sliplining</b>		
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
	<b>52" diameter Sliplining</b>		
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
	<b>54" diameter Sliplining</b>		
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
	<b>60" diameter Sliplining</b>		
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
	<b>72" diameter Sliplining</b>		
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
<b>C. MANHOLE REHABILITATION</b>			
C-1	Clean New Sanitary/Storm Sewer Manhole/Wetwell	SF	No Bid
C-2	Clean Existing Sanitary/Storm Sewer Manhole/Wetwell	SF	No Bid
C-3	Chemical Grout Injection (Small)	TUBE	No Bid
C-4	Chemical Grout Injection (Large)	GAL	No Bid
C-5	Repair Wall w/ High Strength Mortar (Average 2" Depth)	SF	No Bid
C-6	Coat New Sanitary/Storm Sewer Manhole	SF	No Bid
C-7	Coat Existing Sanitary/Storm Sewer Manhole	SF	No Bid
C-8	Coat Existing Wetwell	SF	No Bid
C-9	Interior Manhole Coating/Lining Repair	SF	No Bid
C-10	Manhole Test	SF	No Bid
C-11	Concrete Adjustment Rings (0"-12")	VF	No Bid
C-12	Concrete Adjustment Rings (Each Additional 6" Over Initial 12")	VF	No Bid



C-13	Bench Replacement	EA	No Bid
C-14	Replace Frame & Cover (24"-30")	EA	No Bid
C-15	Replace Frame & Cover (32"-36")	EA	No Bid
C-16	Inside Drop System 4" - 8"	EA	No Bid
C-17	Inside Drop System 10" - 12"	EA	No Bid
<b>D. ANCILLARY SERVICES</b>			
	<b>By-Pass Pumping &amp; Dewatering</b>		
D-1	8" diameter	LF	\$ 1.50
D-2	10" diameter	LF	\$ 2.00
D-3	12" diameter	LF	\$ 2.50
D-4	15" diameter	LF	\$ 5.00
D-5	18" diameter	LF	\$ 6.00
D-6	21" diameter	LF	\$ 7.00
D-7	24" diameter	LF	\$ 8.00
D-8	27" diameter	LF	\$ 9.00
D-9	30" diameter	LF	\$ 40.00
D-10	36" diameter	LF	\$ 50.00
D-11	<b>Service Connection - Grouting</b>	Each	\$ 350.00
	<b>Maintenance of Traffic (MOT)</b>		
D-12	Traffic Control – MOT Index 601 or 602 (per day)	Day	\$ 100.00
D-13	Traffic Control – MOT Index 603 or higher (per day)	Day	\$ 250.00
D-14	Traffic Control – MOT Index 601 or 602 (per week)	Week	\$ 500.00
D-15	Traffic Control – MOT Index 603 or higher (per week)	Week	\$ 1,500.00
D-16	<b>Variable Message Board</b>	Week	\$ 75.00



# LOXAHATCHEE RIVER DISTRICT

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D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

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

## MEMORANDUM

**To:** LRD Administrative Committee  
**From:** Kara Fraraccio, Director of Finance and Administration  
**Date:** December 9, 2022  
**Subject:** Retirement Plan Investment Policy

At the December 6, 2022, Retirement Plan Administrative Committee meeting, the Administrative Committee discussed limiting participant risk exposure by prohibiting certain Exchange Traded Funds (ETF). Frank Wan, with Burgess Chambers and Associates (BCA), the District's investment consultant, prepared a white paper which follows this memo to address concerns related to ETFs. BCA also prepared a list of specific ETFs that they suggest the District prohibit. The Administrative Committee discussed including this list as an appendix to the District's Retirement Plan Investment Policy. A copy of the Retirement Plan Investment Policy with redline edits and appendix follows the white paper on ETF's.

At this time, I request the Governing Board approve the following motion:

**"THAT THE DISTRICT GOVERNING BOARD adopt the Exchange Traded Funds (ETF) list provided by the District's investment consultant to the Retirement Plan and ratify and approve the Loxahatchee River Environmental Control District's Retirement Plan Investment Policy as revised with an effective date of December 16, 2022."**

James D. Snyder  
CHAIRMAN

Gordon M. Boggie  
BOARD MEMBER

Stephen B. Rockoff  
BOARD MEMBER

Dr. Matt H. Rostock  
BOARD MEMBER

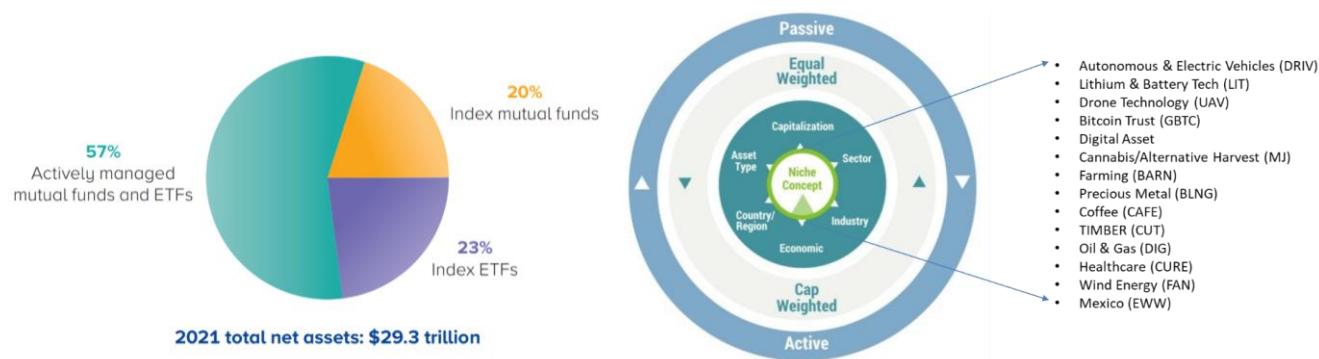


## EXCHANGE TRADED FUNDS

### *Speculative Investments*

John Bogle, the founder of Vanguard, created the first index mutual fund on August 31, 1976. The fund, which now is called the Vanguard 500 Index, had approximately \$780 billion in assets at the end of September 2022. Given the tremendous inflows and increase in market share of index funds over the past decade, Wall Street and asset managers began opportunistically creating indexes for everything you can imagine, followed by investment banks quickly packaging them in the form of Exchange Traded Funds, Mutual Funds, CITs and Interval Funds.

In 2011, there were 123 exchange traded funds in the U.S. At the end of 2021, that number had grown to more than 2,600 funds. Alternative managers are also looking to capture a share of the rising investment flows into the passive space, hence the creation of derivatives ETFs, unitized private real estate funds, and private credit interval funds over the past five years.



Investors should recognize that not all index funds were created equally. As Wall Street seeks to provide options for every risk appetite, niche offerings have become increasingly speculative, and the most glaring examples are digital currency futures and leveraged directional funds.

### Leveraged Directional ETFs

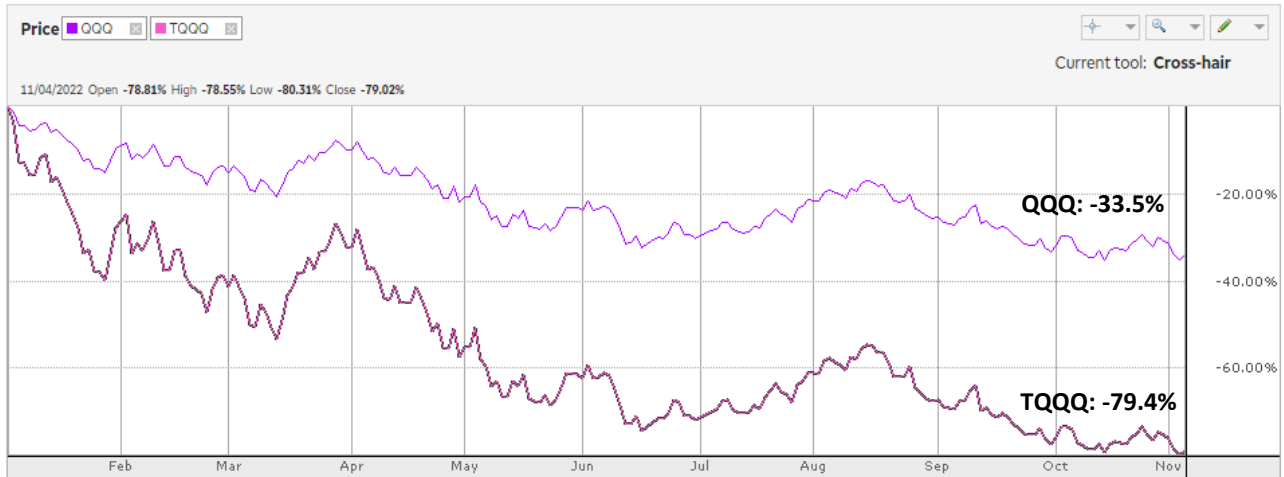
As of November 1, 2022, there were 219 “leveraged” or “inverse” ETFs created to magnify the impact of specific stocks, sectors or asset categories. For example, AAPB is an ETF that trades at 1.75x the volatility of AAPL stock, and TQQQ is an ETF that trades at 3x the volatility of the Nasdaq 100.

Given the excessive use of leverage, these investments often come with standard deviations greater than 50%, and therefore should be deemed as speculative assets.



## EXCHANGE TRADED FUNDS

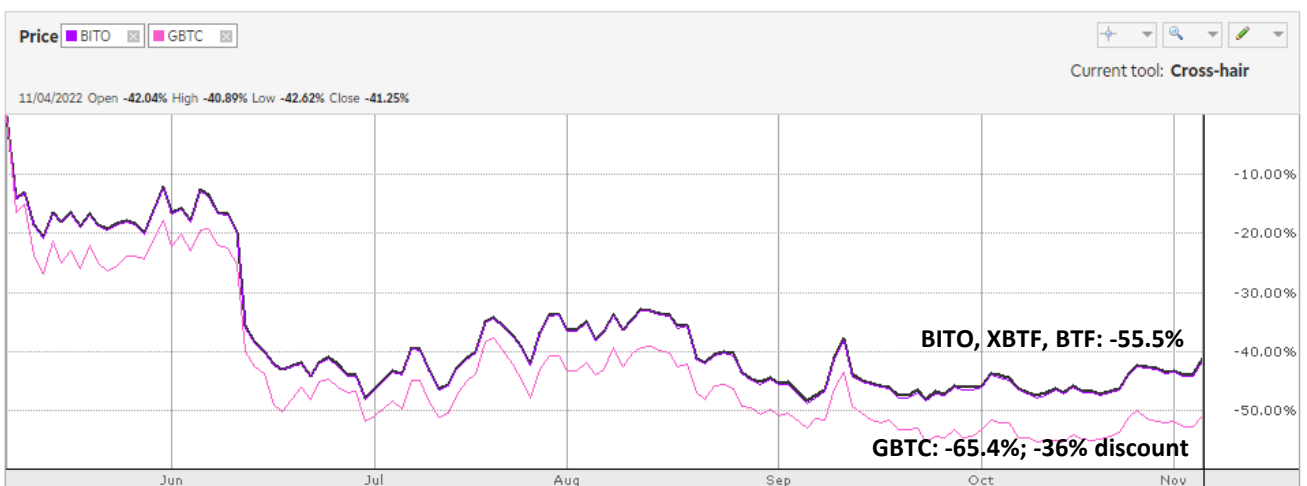
### *Speculative Investments*



In addition to three categories of fees (management, interest and transaction), the math behind leveraged index funds is complex. Furthermore, these funds often trade at a discount or a premium, which may lead to unexpected results.

### Digital Currency ETFs and Unitized Trusts

On March 10, 2022, the U.S. Department of Labor issued a memo stating that “fiduciaries must exercise extreme care before including direct investment options in cryptocurrency”. Additionally, the Securities Exchange Commission has determined that investments in crypto are highly speculative and volatile.







## EXCHANGE TRADED FUNDS

### Speculative Investments

#### Sample Leverage Funds and Expense Ratios (219 Funds)

Symbol	Name		Leveraged and Inverse ▾	Prospectus	Morningstar Category
<input type="checkbox"/> <a href="#">AAPB</a>	GraniteShares 1.75x...	<a href="#">Buy</a> <a href="#">Sell</a>	Yes		Trading--Leveraged Equity
<input type="checkbox"/> <a href="#">AAPU</a>	Direxion Daily AAPL...	<a href="#">Buy</a> <a href="#">Sell</a>	Yes		Trading--Leveraged Equity
<input type="checkbox"/> <a href="#">AGATF</a>	DB Agriculture Double...	<a href="#">Buy</a> <a href="#">Sell</a>	Yes		Trading--Inverse Commodities
<input type="checkbox"/> <a href="#">AGO</a>	ProShares Ultra...	<a href="#">Buy</a> <a href="#">Sell</a>	Yes		Trading--Leveraged Commodities
<input type="checkbox"/> <a href="#">AMZU</a>	Direxion Daily AMZN...	<a href="#">Buy</a> <a href="#">Sell</a>	Yes		Trading--Leveraged Equity
<input type="checkbox"/> <a href="#">AWYX</a>	ETFMG 2x Daily Travel...	<a href="#">Buy</a> <a href="#">Sell</a>	Yes		Trading--Leveraged Equity
<input type="checkbox"/> <a href="#">BDCX</a>	ETRACS Qrtly Py 1.5X...	<a href="#">Buy</a> <a href="#">Sell</a>	Yes		Trading--Leveraged Equity
<input type="checkbox"/> <a href="#">BDDXF</a>	DB Base Metals Double...	<a href="#">Buy</a> <a href="#">Sell</a>	Yes		Trading--Leveraged Commodities
<input type="checkbox"/> <a href="#">BERZ</a>	MicroSectors™ St...	<a href="#">Buy</a> <a href="#">Sell</a>	Yes		Trading--Inverse Equity
<input type="checkbox"/> <a href="#">BIB</a>	ProShares Ultra...	<a href="#">Buy</a> <a href="#">Sell</a>	Yes		Trading--Leveraged Equity
<input type="checkbox"/> <a href="#">BIS</a>	ProShares UltraShort...	<a href="#">Buy</a> <a href="#">Sell</a>	Yes		Trading--Inverse Equity
<input type="checkbox"/> <a href="#">BNKD</a>	MicroSectors™ US Bg...	<a href="#">Buy</a> <a href="#">Sell</a>	Yes		Trading--Inverse Equity

Fee: 1.18%

Fee: 0.99%

#### Sample Digital Assets Fund and Expense Ratios (41 Funds)

Symbol ▲	Name		Prospectus	Morningstar Category
<input type="checkbox"/> <a href="#">BCDF</a>	Horizon Kinetics...	<a href="#">Buy</a> <a href="#">Sell</a>		Digital Assets
<input type="checkbox"/> <a href="#">BCHG</a>	Grayscale Bitcoin...	<a href="#">Buy</a> <a href="#">Sell</a>		Digital Assets
<input type="checkbox"/> <a href="#">BIDS</a>	Amplify Digital &...	<a href="#">Buy</a> <a href="#">Sell</a>		Digital Assets
<input type="checkbox"/> <a href="#">BITO</a>	ProShares Bitcoin...	<a href="#">Buy</a> <a href="#">Sell</a>		Digital Assets
<input type="checkbox"/> <a href="#">BITQ</a>	Bitwise Crypto...	<a href="#">Buy</a> <a href="#">Sell</a>		Digital Assets
<input type="checkbox"/> <a href="#">BITS</a>	Global X Blockchain...	<a href="#">Buy</a> <a href="#">Sell</a>		Digital Assets
<input type="checkbox"/> <a href="#">BITW</a>	Bitwise 10 Crypto...	<a href="#">Buy</a> <a href="#">Sell</a>		Digital Assets
<input type="checkbox"/> <a href="#">BKCH</a>	Global X Blockchain...	<a href="#">Buy</a> <a href="#">Sell</a>		Digital Assets
<input type="checkbox"/> <a href="#">BLCN</a>	Siren Nasdaq NexGen...	<a href="#">Buy</a> <a href="#">Sell</a>		Digital Assets
<input type="checkbox"/> <a href="#">BLKC</a>	Invesco Aln Glxy...	<a href="#">Buy</a> <a href="#">Sell</a>		Digital Assets
<input type="checkbox"/> <a href="#">BLOK</a>	Amplify Transformational...	<a href="#">Buy</a> <a href="#">Sell</a>		Digital Assets
<input type="checkbox"/> <a href="#">BTCR</a>	Volt Crypto Industry...	<a href="#">Buy</a> <a href="#">Sell</a>		Digital Assets
<input type="checkbox"/> <a href="#">BTF</a>	Valkyrie Bitcoin...	<a href="#">Buy</a> <a href="#">Sell</a>		Digital Assets

Fee: 0.85%

Fee: 2.50%

Self-directed brokerage can be a great tool, but it can also lead to devastating results. Plan sponsors should make a conscious effort to limit speculation, while providing participants with educational support to maximize the probability of long-term success.



# EXCHANGE TRADED FUNDS

## Speculative Investments

### Sample Form (Schwab)

Please note that only one option under each investment category may be selected.

#### A. Taxable Mutual Funds:

- ☐ All  
☐ Schwab Mutual Fund OneSource®/Schwab Funds® only<sup>1</sup>  
☐ None

#### B. Tax-Exempt Mutual Funds:

- ☐ All  
☐ Schwab Mutual Fund OneSource/Schwab Funds only<sup>1</sup>  
☐ None

#### C. Equities: (To include foreign securities that trade over the counter and on a foreign exchange, you must select "All" in this Section C and "All" in Section G, Foreign Securities.)

- ☐ All  
☐ Listed only<sup>2</sup>  
☐ Listed and NASDAQ market securities only<sup>3</sup>  
☐ Exchange-traded funds (ETFs) only<sup>4</sup>  
☐ Closed-end mutual funds only  
☐ ETFs and closed-end mutual funds only  
☐ None

#### D. Publicly Traded Limited Partnerships:<sup>5</sup> (Please read important footnote on the next page.)

- ☐ All  
☐ None

#### E. Taxable Fixed Income:<sup>6</sup>

- ☐ All  
☒ None  
☐ Certificates of deposit (CDs) only

#### F. Tax-Exempt Fixed Income:

- ☐ All  
☐ None  
☐ Treasuries only

Is your Plan affiliated with a member firm of an exchange or FINRA, or a municipal securities broker-dealer?<sup>7</sup>

- ☐ Yes ☐ No

#### G. Foreign Securities:<sup>7</sup>

- ☐ All  
☐ None

#### H. Leveraged/Inverse ETFs:<sup>8</sup>

- ☐ All  
☒ None

If you selected "Closed-end mutual funds only" or "None" under Section C – Equities, you must select "None" in Section H – Leveraged/Inverse ETFs.

#### I. Options: (Options trading is limited to writing covered calls, buying protective puts, and writing cash-secured equity puts.)

- ☐ Yes. Options trading is permitted on the Plan-level account by the Plan document and on all associated PCRA's. Note: All parties with trading authority must complete a separate Schwab options application.  
☒ No. Options trading is not permitted.

#### J. Compliance Solutions/Designated Brokerage:

a. Are you a current Compliance Solutions/Designated Brokerage client?

- ☐ Yes  
☐ No

If yes, please list your Master Account Number:

b. Schwab Trade Check™ monitoring technology<sup>9</sup>

- ☐ Yes  
☐ No

If you select Trade Check, please note that you will need to complete the PCRA Trade Check Services Agreement. Contact your Client Services representative for this agreement. You don't need to be a Compliance Solutions client to select Trade Check.

#### K. Company Stock:<sup>10, 11</sup>

- ☐ Yes, allowed to trade; symbol/CUSIP number:   
☐ No, restrict;† symbol/CUSIP number:

☒ N/A

†Choosing to restrict company stock does not include derivatives, unless indicated in Section L.

L. Please list all exceptions below. The exceptions listed in Section L will override the choices in the previous sections A–K. If you have more than four exceptions, please attach an additional sheet.

Fund/Security Description	CUSIP Number	Symbol	Please check whichever applies.	
			Permitted	Not Permitted
SEE ATTACHED APPENDIX A			<input type="checkbox"/>	<input checked="" type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>



# EXCHANGE TRADED FUNDS

## Speculative Investments

### Sample Form (Empower)

1. Section 4 of the Agreement shall be updated to include the following individual securities which will be restricted from purchases within the Participant SDB Account. Any participants currently invested in the following securities will not be required to liquidate such investments unless specified by the Plan Sponsor.

Investment Name	Symbol	CUSIP
See Attached Spreadsheet		

**LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT**  
**401(a) Money Purchase Plan**  
**Investment Policy Statement**

**I. Scope of Investment Policy Statement**

The Investment Policy Statement (the “IPS”) reflects the investment objectives and guidelines of the Loxahatchee River Environmental Control District Money Purchase Plan (the “Plan”).

**II. Purpose of Investment Policy Statement**

The purpose of this IPS is to provide guidelines and objectives for the investment options provided to the Plan’s Participants (the “Participants”), and to assist the Plan Sponsor in effectively selecting, evaluating, and monitoring the investment options available under the Plan. The Sponsor will discharge its responsibilities under the Plan solely in the best interests of Plan’s participants and beneficiaries. The Plan is intended to operate in accordance with all applicable state and federal laws and the regulations there under. Although the Plan is not subject to ERISA (Employee Retirement Income Security Act of 1974), the Sponsor may apply or rely upon for guidance all or a portion of the regulations under ERISA Section 401(c) or other similar sections.

The IPS is intended to assist the Plan’s fiduciaries by helping them make prudent investment decisions. The purpose of this Investment Policy Statement is to:

1. Define the Plan’s investment objectives and guidelines;
2. Describe the criteria, objectives and procedures for selecting the Plan’s investment options; and
3. Establish criteria to monitor and evaluate investment performance.

Consistent with the IPS purpose, the Plan will establish investment goals which the investment advisor shall use to select and monitor the investment options, in furtherance of the following general goals:

1. Establish opportunities for Plan participants to accumulate retirement earnings.
2. Provide Plan participants with a wide range of investment options with differing risk and return characteristics that may materially affect the potential return and risk level of a participant’s account and provide for diversification.
3. Provide available investment options at a reasonable cost.
4. Provide information and educational opportunities to enable participants to make informed investment choices.

**Plan participants are responsible for their own investment decisions.** The Sponsor will strive to provide a suitable range of investment options, allowing participants to invest in accordance with their own retirement goals, risk tolerances and investment time horizons. Because of the broad range of ages, the Sponsor will select a diverse array of investment options with the intention of creating the potential for participants to select investment options that meet individual needs and risk tolerances. The array of investment options is called the “Investment Menu”. Specifically, for each investment option the Policy will provide:

1. Criteria for selecting, monitoring and replacing investment options.
2. An understanding of return expectations.
3. An understanding of associated risks.

### III. Duties and Responsibilities

#### A. Sponsor

The ultimate decision-making responsibility regarding the administration of the Plan belongs to the Loxahatchee River Environmental Control District (the "Sponsor"). [The Sponsor has authority to limit and prohibit investments within the Investment Menu and Self-Directed Brokerage Accounts.](#) Through the Plan Trust the Sponsor has delegated the day to day administration of the Plan to the Administrative Committee and vests the Administrative Committee with the authority for proper supervision of the Plan's investment options and for carrying out this IPS on behalf of the Plan. The Administrative Committee is responsible for establishing, reviewing and implementing investment objectives, policies, and guidelines. As fiduciary under the Plan, the Administrative Committee's primary responsibilities are to:

1. Prepare/Maintain the IPS.
2. Provide a diversified Investment Menu for the participants.
3. Establish criteria for making prudent selection and evaluation of investment options.
4. Monitor and control associated expenses.
5. Monitor and supervise service providers.
6. Avoid prohibited transactions and conflicts of interest or take action to correct any such transactions.
7. Establish participant communication and education standards.

The Sponsor and the Administrative Committee have discretion under the Plan to engage investment professionals to provide services to the Plan and the Participants.

#### B. Investment Advisor (aka Fiduciary Consultant)

The Investment Advisor shall assist the Sponsor in establishing the IPS; including the objectives and guidelines for the investment options, establishing and maintaining the Investment Menu, reviewing fund managers and retirement plan service providers, measuring and evaluating investment performance and risk; and other tasks deemed appropriate by the Sponsor. Such duties of the Investment Advisor shall:

1. Exercise the same standard of care, skill prudence and due diligence used under a similar circumstance that an experienced investment professional, acting in a similar capacity and fully familiar with such matters, would use for similar retirement plans with similar goals in accordance and compliance with all applicable laws, rules and regulations.
2. Monitor the Investment Menu in accordance with the IPS.
3. Provide ongoing guidance in the selection of the Investment Menu
4. Report absolute and comparative performance and adherence to policy guidelines.

#### C. Recordkeeper/Custodian

The Recordkeeper/Custodian is responsible for collecting and holding Plan assets in trust for the exclusive purpose of providing benefits for the Plan's participants and beneficiaries. The Recordkeeper/Custodian is also responsible for administration of the Plan.

#### D. Investment or Fund Manager (the "Manager")

As discretionary advisors, the Managers are to make all investment decisions for the assets placed within their respective mutual funds. Discretionary investment management includes decisions to buy, sell or hold securities and to alter asset allocation with the parameters established in the mutual fund prospectus. The manager must be a Registered Investment Advisor under the Investment Advisors Act of 1940 or be exempt as part of a bank or insurance company.

#### **IV. Investment Policy Statement**

In a money purchase plan that permits participants to select among a menu of investment options (i.e., the Investment Menu), the Plan participants bear the ultimate risk and responsibility for their account investment elections and the result of the investment performance on their account balance over time. The IPS is the starting point that establishes a range of investment options and a means to monitor and judge suitability over time. A default investment option will be established.

#### **V. Administrative & Compliance Objectives**

- A. To comply with all fiduciary, prudence, and due diligence requirements that experienced investment professionals would utilize, as well as with all applicable laws, rules, and regulations from various local, state, federal and international political entities that may impact Plan assets;
- B. To (1) provide participants with at least twenty investment options with different risk/return profiles; (2) provide participants Target Date options and Risk Based portfolios; (3) provide participants with sufficient information so that the participant can make an informed decision about his or her selection of investment option(s); (4) permit participants to change investment options on a daily basis; and (5) Self-directed Brokerage Accounts are also offered to participants;
- C. To have the ability to pay all benefit and expense obligations when due; and
- D. To control and account for all costs of administering and managing the Plan.

#### **VI. Investment Objectives and Selection Criteria**

##### **A. Asset Classes and Benchmarks:**

- 1. Offer a variety of time horizons
- 2. Offer a variety of risk spectrums

The Sponsor, in consultation with the Investment Advisor, upon reviewing the long-term performance characteristics of various asset classes, and also focusing on balancing the overall risks and rewards of all classes combined, has selected the following asset classes:

- Stable Value – a portfolio of bonds that are insured to protect the investor against a decline in yield or a loss of capital.
- Target Date Funds – a fund offered by an investment company that seeks to grow assets over a specified period.
- Lifestyle Funds – a fund that manages a diversified portfolio across assets with varying risk levels generally for the purpose of long-term investing.



- Large Cap Equities – shares of a company with a market capitalization of more than \$5 billion.
- Mid Cap Equities – shares of a company with a market capitalization of between \$5 billion and \$2 billion.
- Small Cap Equities – shares of a company with a market capitalization between \$2 billion and \$300 million.
- Real Estate Investment Trusts – a publicly traded company that owns, operates, or finances income-producing properties.
- Foreign Equities – stocks issued in a certain country by a foreign publicly-traded company.
- Core Bonds – a single diversified bond fund product with broad exposure to the investment-grade area of the bond market.
- High Yield Bonds – bonds that pay higher interest rates because they have lower credit ratings than investment-grade bonds.
- Specialty Funds – a mutual fund or other fund that invests predominantly or exclusively in a single industry, sector, or region of the world.

## **B. Investment Selection Criteria**

1. A minimum performance track record: The investment option must have a reasonable performance record, typically a minimum of 3 years.
2. An historical return relative to its peers: The investment option should have above average returns (to 50th percentile or better) compared to its peers over a trailing performance period of three to five years.
3. The volatility: The amount of risk (volatility) of each investment option should not be more than 20% higher than its benchmark over 3- and 5-year time periods.
4. The Investment Manager's tenure: The Investment Manager or management team should have a reasonably consistent tenure, typically a minimum of 3 years, to ensure that past performance is attributed to the current management team.
5. Consistency of investment style: The investment option's style or objectives should be consistent over time. A reasonable level of style purity is necessary so that participants can better diversify their investment options.
6. Expenses: the investment option should have reasonable expenses when compared to like-type funds.
7. Daily valuation: Each investment option must be valued daily.

Any reference for comparative purposes to peers or benchmark will mean the weighted average of such, where applicable for the portfolios.

## **VII. Performance Monitoring**

The Sponsor will review the results of all investments at least quarterly, or as often as the Sponsor deems necessary. During such reviews, the Sponsor will consider the performance of each fund or Investment Manager against its appropriate benchmark and peer group. The Sponsor will also be aware that the ongoing review and analysis of each fund shall be similar to the due diligence implemented during the initial selection process. The Sponsor will continually monitor the performance of the funds, and at its discretion may take corrective action and replace any fund at any time. A formal fund evaluation may



be initiated if any extraordinary event occurs that could interfere with the fund's ability to fulfill its role in the future, or if a fund fails to achieve predetermined performance objectives over the predetermined time period. The criteria for evaluating a fund's performance are as follows:

**A. Primary Factors**

1. Bottom quartile peer group rank over four (4) consecutive quarters as compared to the fund's peer group (comparable investment universe).
2. Rolling returns in the bottom 50th percentile for any three-year (3) period or five-year period (5).

**B. Additional Factors**

1. Management changes;
2. Significant change in alpha;
3. Significant change in beta;
4. Significant increase in expense ratio; or
5. Other significant events.

**C. Watch List**

1. Failure to meet established criteria will result in a fund(s) being placed on "watch list" for further analysis and monitoring.

VIII. Prohibited Investments

The intent of the Sponsor is to limit participant risk exposure by prohibiting investments that they deem are highly speculative and volatile. Certain Exchange Traded Funds (ETFs), specifically, Leveraged Directional ETFs and Digital Currency ETFs are examples of speculative and volatile assets the Sponsor prohibits. A list of specific funds prohibited from the Plan is detailed in Appendix A. The Sponsor will review the list of prohibited funds at least annually to determine if the prohibited funds ETFs should continue to be excluded from the Plan.

**VIII. Plan Evaluation**

The Sponsor shall review and evaluate, no less than quarterly, fund conformance to the IPS and whether each Investment Manager continues to conform to the criteria outlined in the previous section, specifically;

**A. Advisor Review**

1. Material change in organization; or
2. Legal, SEC, and/or other regulatory proceedings.

The Sponsor shall review and evaluate at least annually, all costs associated with the management of the Plan's investment program, including the following:

**B. Management Cost Review**

1. Expense ratios;
2. Administrative fees.

**IX. Acknowledgement of Master Policy**

By acknowledging in writing the receipt of the IPS statement, the Sponsor agrees to its terms and conditions. The signature below affirm that the Investment Policy Statement has been read, understood and accepted.

\_\_\_\_\_  
Loxahatchee River Environmental Control District, James D. Snyder, Chairman

\_\_\_\_\_  
Loxahatchee River Environmental Control District, D. Albrey Arrington, Executive Director

# APPENDIX A

## Leveraged ETF (219 Funds)

Symbol	Name	Morningstar Category	Net Expense Ratio
AAPB	GraniteShares 1.75x Long AAPL Daily ETF	Trading--Leveraged Equity	1.15%
AAPU	Direxion Daily AAPL Bull 1.5X Shares	Trading--Leveraged Equity	0.97%
AGATF	DB Agriculture Double Short ETN	Trading--Inverse Commodities	0.75%
AGQ	ProShares Ultra Silver	Trading--Leveraged Commoditie	1.50%
AMZU	Direxion Daily AMZN Bull 1.5X ETF	Trading--Leveraged Equity	0.97%
AWYX	ETFMG 2x Daily Travel Tech ETF	Trading--Leveraged Equity	0.95%
BDCX	ETRACS Qrtly Py 1.5X Lvgd Wls Fg BDC ETN	Trading--Leveraged Equity	--
BDDXF	DB Base Metals Double Long ETN	Trading--Leveraged Commoditie	0.75%
BERZ	MicroSectorsâ„¢ St FANG&Inn 3X Inv Ld ETNs	Trading--Inverse Equity	0.95%
BIB	ProShares Ultra Nasdaq Biotechnology	Trading--Leveraged Equity	0.95%
BIS	ProShares UltraShort Nasdaq Biotech	Trading--Inverse Equity	0.95%
BNKD	MicroSectorsâ„¢ US Bg Bnks 3X Inv Lgd ETN	Trading--Inverse Equity	0.95%
BNKU	MicroSectorsâ„¢ US Big Banks 3X Lvrgd ETN	Trading--Leveraged Equity	0.95%
BOIL	ProShares Ultra Bloomberg Natural Gas	Trading--Leveraged Commoditie	1.61%
BOMMF	DB Base Metals Double Short ETN	Trading--Inverse Commodities	0.75%
BRZU	Direxion Daily MSCI Brazil Bull 2X ETF	Trading--Leveraged Equity	1.26%
BULZ	MicroSectorsâ„¢ Slct FANG Inn 3X Lvgd ETNs	Trading--Leveraged Equity	0.95%
BZQ	ProShares UltraShort MSCI Brazil Capped	Trading--Inverse Equity	0.95%
CEFD	ETRACS Monthly Pay 1.5X Lvgd CE Fd ETN	Trading--Miscellaneous	--
CHAU	Direxion Dly CSI 300 CHN A Shr BI 2X ETF	Trading--Leveraged Equity	1.05%
CLDL	Direxion Daily Cld Cmptng BI 2X Shs ETF	Trading--Leveraged Equity	0.96%
CONL	GraniteShares 1.5x Long COIN Daily ETF	Trading--Leveraged Equity	1.15%
CURE	Direxion Daily Healthcare Bull 3X ETF	Trading--Leveraged Equity	0.97%
CWEB	Direxion Dly CSI CHN Itnet Bull 2X Shrs	Trading--Leveraged Equity	1.32%
DAGXF	DB Agriculture Double Long ETN	Trading--Leveraged Commoditie	0.75%
DDM	ProShares Ultra Dow30	Trading--Leveraged Equity	0.95%
DEE	DB Commodity Double Short ETN	Trading--Inverse Commodities	0.75%
DFEN	Direxion Dly Aerospace&Def BI 3X ShsETF	Trading--Leveraged Equity	0.96%
DGLDF	VelocityShares 3x Inverse Gold ETN	Trading--Inverse Commodities	1.35%
DGP	DB Gold Double Long ETN	Trading--Leveraged Commoditie	0.75%
DIG	ProShares Ultra Oil & Gas	Trading--Leveraged Equity	0.95%
DOZR	Direxion Daily US Infrstrctr Bll 2X ETF	Trading--Leveraged Equity	0.96%
DPST	Direxion Daily Regional Bnks Bull 3X ETF	Trading--Leveraged Equity	0.92%
DRIP	Direxion Dly S&P Oil&Gs Ex&Prd Br 2X ETF	Trading--Inverse Equity	1.00%
DRN	Direxion Daily Real Estate Bull 3X ETF	Trading--Leveraged Equity	0.96%
DRV	Direxion Daily Real Estate Bear 3X ETF	Trading--Inverse Equity	0.99%
DUG	ProShares UltraShort Oil & Gas	Trading--Inverse Equity	0.95%
DUSL	Direxion Dly Industrials Bull 3X ShsETF	Trading--Leveraged Equity	0.97%
DUST	Direxion Daily Gold Miners Bear 2X ETF	Trading--Inverse Equity	0.92%
DXD	ProShares UltraShort Dow30	Trading--Inverse Equity	0.95%
DYYXF	DB Commodity Double Long ETN	Trading--Leveraged Commoditie	0.75%
DZZ	DB Gold Double Short ETN	Trading--Inverse Commodities	0.75%
EDC	Direxion Daily MSCI Em Mkts Bull 3X ETF	Trading--Leveraged Equity	1.28%
EDZ	Direxion Daily MSCI Em Mkts Bear 3X ETF	Trading--Inverse Equity	1.00%
EET	ProShares Ultra MSCI Emerging Markets	Trading--Leveraged Equity	0.95%

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EEV	ProShares UltraShort MSCI Emerging Mkts	Trading--Inverse Equity	0.95%
EFO	ProShares Ultra MSCI EAFE	Trading--Leveraged Equity	0.95%
EFU	ProShares UltraShort MSCI EAFE	Trading--Inverse Equity	0.95%
EPV	ProShares UltraShort FTSE Europe	Trading--Inverse Equity	0.95%
ERX	Direxion Daily Energy Bull 2X ETF	Trading--Leveraged Equity	0.95%
ERY	Direxion Daily Energy Bear 2X ETF	Trading--Inverse Equity	0.99%
ESUS	ETRACS 2x Lgd MSCI US ESG Fcs TR ETN	Trading--Leveraged Equity	0.95%
EUO	ProShares UltraShort Euro	Trading--Miscellaneous	0.97%
EURL	Direxion Daily FTSE Europe Bull 3X ETF	Trading--Leveraged Equity	1.01%
EVAV	Direxion DI Elctrc&Atnms vhcls Bull2XETF	Trading--Leveraged Equity	1.07%
EVEN	Direxion Daily S&P 500 Eq Wt BI 2X ETF	Trading--Leveraged Equity	1.07%
EWV	ProShares UltraShort MSCI Japan	Trading--Inverse Equity	0.95%
EZJ	ProShares Ultra MSCI Japan	Trading--Leveraged Equity	1.15%
FAS	Direxion Daily Financial Bull 3X ETF	Trading--Leveraged Equity	0.92%
FAZ	Direxion Daily Financial Bear 3X ETF	Trading--Inverse Equity	1.01%
FBGX	UBS AG FI Enhanced Large Cap Growth ETN	Large Growth	0.85%
FEDL	ETRACS 2x Lgd IFED Iv with the Fd TR ETN	Trading--Leveraged Equity	0.95%
FIEE	UBS AG FI Enhanced Europe 50 ETN	Europe Stock	0.95%
FIEG	DB FI Enhanced Global High Yield ETN	--	0.10%
FIHD	UBS AG FI Enhanced Global High Yield ETN	Global Large-Stock Blend	0.80%
FLYD	MicroSectorsâ„¢ Travel -3X Inv Lvlgd ETNs	Trading--Inverse Equity	0.95%
FLYU	MicroSectorsâ„¢ Travel 3X Leveraged ETNs	Trading--Leveraged Equity	0.95%
FNGD	MicroSectorsâ„¢ FANG+â„¢ -3X Invs Lvrgd ETN	Trading--Inverse Equity	0.95%
FNGG	Direxion Daily Sel Lg Cp & FANGs Bll 2X	Trading--Leveraged Equity	0.96%
FNGO	MicroSectorsâ„¢ FANG+â„¢ 2X Leveraged ETN	Trading--Leveraged Equity	0.95%
FNGU	MicroSectorsâ„¢ FANG+â„¢ 3X Leveraged ETN	Trading--Leveraged Equity	0.95%
FNTC	Direxion Daily Fintech Bull 2X ETF	Trading--Leveraged Equity	1.07%
FXP	ProShares UltraShort FTSE China 50	Trading--Inverse Equity	0.95%
GDXD	MicroSectorsâ„¢ Gold Mns 3X Inv Lvrgd ETN	Trading--Inverse Commodities	0.95%
GDXU	MicroSectorsâ„¢ Gold Miners 3X Lvrgd ETN	Trading--Leveraged Commoditie	0.95%
GGLL	Direxion Daily GOOGL Bull 1.5X ETF	Trading--Leveraged Equity	0.97%
GLL	ProShares UltraShort Gold	Trading--Inverse Commodities	1.37%
GUSH	Direxion Dly S&P Oil&Gs Ex&Prd BI 2X ETF	Trading--Leveraged Equity	1.01%
HDLB	ETRACS Mny Py 2xLgd US Hg Dv Lw VI ETN B	Trading--Leveraged Equity	0.00%
HIBL	Direxion Daily S&P 500Â® Hi Bt BI 3X ETF	Trading--Leveraged Equity	0.97%
HIBS	Direxion Daily S&P 500Â® Hi Bt Br 3X ETF	Trading--Inverse Equity	1.01%
INDL	Direxion Daily MSCI India Bull 2x ETF	Trading--Leveraged Equity	1.17%
IWDL	ETRACS 2x Leveraged US Value Fctr TR ETN	Trading--Leveraged Equity	0.95%
IWFL	ETRACS 2x Leveraged US Gr Fctr TR ETN	Trading--Leveraged Equity	0.95%
IWML	ETRACS 2x Leveraged US Size Fctr TR ETN	Trading--Leveraged Equity	0.95%
JDST	Direxion Daily Jr Gld Mnrs Bear 2X ETF	Trading--Inverse Equity	0.90%
JNUG	Direxion Daily Jr Gld Mnrs Bull 2X ETF	Trading--Leveraged Equity	1.06%
KLNE	Direxion DI Gbl Clean Ey Bull 2X Shrs	Trading--Leveraged Equity	1.29%
KOLD	ProShares UltraShort Bloomberg Natrl Gas	Trading--Inverse Commodities	1.88%
KORU	Direxion Daily South Korea Bull 3X ETF	Trading--Leveraged Equity	1.23%
LABD	Direxion Daily S&P Biotech Bear 3X ETF	Trading--Inverse Equity	1.00%
LABU	Direxion Daily S&P Biotech Bull 3X ETF	Trading--Leveraged Equity	0.96%
LTL	ProShares Ultra Telecommunications	Trading--Leveraged Equity	0.95%
MEXX	Direxion Dly MSCI Mexico Bull 3X ShsETF	Trading--Leveraged Equity	1.15%

MIDU	Direxion Daily Mid Cap Bull 3X ETF	Trading--Leveraged Equity	1.00%
MJIN	ETFMG 2X Daily Inverse Altnv Hrvst ETF	Trading--Inverse Equity	1.02%
MJXL	ETFMG 2X Daily Alternative Harvest ETF	Trading--Leveraged Equity	1.01%
MLPR	ETRACS Qrtly Py 1.5X Lvgd Aln MLP ETN	Trading--Leveraged Equity	--
MNM	Direxion Daily Mtls & Mng Bll 2X ETF	Trading--Leveraged Equity	1.07%
MSFU	Direxion Daily MSFT Bull 1.5X ETF	Trading--Leveraged Equity	0.97%
MSOX	AdvisorShares MSOS 2x Daily ETF	Trading--Leveraged Equity	0.95%
MTUL	ETRACS 2x Lvrgd MSCI US Mntm Fctr TR ETN	Trading--Leveraged Equity	0.95%
MVRL	ETRACS Mnthly Py 1.5X Lvgd Mtg REIT ETN	Trading--Leveraged Equity	--
MVV	ProShares Ultra MidCap400	Trading--Leveraged Equity	0.95%
MZZ	ProShares UltraShort MidCap400	Trading--Inverse Equity	0.95%
NAIL	Direxion Daily Hmbldrs&Supls Bull 3X ETF	Trading--Leveraged Equity	0.96%
NKEL	AXS 2X NKE Bull Daily ETF	Trading--Leveraged Equity	1.15%
NKEQ	AXS 2X NKE Bear Daily ETF	Trading--Inverse Equity	1.15%
NRGD	MicroSectorsâ„¢ US Big Oil -3X lvs Lgd ETN	Trading--Inverse Equity	0.95%
NRGU	MicroSectorsâ„¢ US Big Oil 3X Lvrgd ETN	Trading--Leveraged Equity	0.95%
NSPL	NightShares 500 1x/1.5x ETF	Trading--Leveraged Equity	0.67%
NUGT	Direxion Daily Gold Miners Bull 2X ETF	Trading--Leveraged Equity	1.14%
NVDS	AXS 1.25X NVDA Bear Daily ETF	Trading--Inverse Equity	1.15%
OILD	MicroSectorsTM Oil&Gs E&P -3X Inv Lg ETNs	Trading--Inverse Equity	0.95%
OILU	MicroSectorsTM Oil&Gs Exp&Pd 3X Lvg ETNs	Trading--Leveraged Equity	0.95%
ONG	Direxion Daily Oil Services Bull 2X ETF	Trading--Leveraged Equity	1.07%
OTO	Direxion Daily Travel & Vctn Bll 2X ETF	Trading--Leveraged Equity	0.96%
PFEL	AXS 2X PFE Bull Daily ETF	Trading--Leveraged Equity	1.15%
PFES	AXS 2X PFE Bear Daily ETF	Trading--Inverse Equity	1.15%
PFFL	ETRACS 2xMonthly Pay Lvrgd Pref Stk ETN	Trading--Miscellaneous	0.85%
PILL	Direxion Daily Phrmctcl&MddcBI3XShrsETF	Trading--Leveraged Equity	0.97%
PST	ProShares UltraShort 7-10 Year Treasury	Trading--Inverse Debt	0.95%
PYPS	AXS 1.5X PYPL Bear Daily ETF	Trading--Inverse Equity	1.15%
PYPT	AXS 1.5X PYPL Bull Daily ETF	Trading--Leveraged Equity	1.15%
QID	ProShares UltraShort QQQ	Trading--Inverse Equity	0.95%
QLD	ProShares Ultra QQQ	Trading--Leveraged Equity	0.95%
QULL	ETRACS 2x Lvrgd MSCI US Qlty Fctr TR ETN	Trading--Leveraged Equity	0.95%
RETL	Direxion Daily Retail Bull 3X ETF	Trading--Leveraged Equity	0.97%
REW	ProShares UltraShort Technology	Trading--Inverse Equity	0.95%
ROM	ProShares Ultra Technology	Trading--Leveraged Equity	0.96%
RXD	ProShares UltraShort Health Care	Trading--Inverse Equity	0.95%
RXL	ProShares Ultra Health Care	Trading--Leveraged Equity	0.95%
SAA	ProShares Ultra SmallCap600	Trading--Leveraged Equity	0.95%
SCC	ProShares UltraShort Consumer Services	Trading--Inverse Equity	0.95%
SCDL	ETRACS 2x Leveraged US Div Fctr TR ETN	Trading--Leveraged Equity	0.95%
SCO	ProShares UltraShort Bloomberg Crude Oil	Trading--Inverse Commodities	1.35%
SDD	ProShares UltraShort SmallCap600	Trading--Inverse Equity	0.95%
SDOW	ProShares UltraPro Short Dow30	Trading--Inverse Equity	0.96%
SDP	ProShares UltraShort Utilities	Trading--Inverse Equity	0.95%
SDS	ProShares UltraShort S&P500	Trading--Inverse Equity	0.90%
SIJ	ProShares UltraShort Industrials	Trading--Inverse Equity	0.95%
SILX	ETFMG Prime 2x Daily Jnr Slvr Mnrs ETF	Trading--Leveraged Equity	0.95%
SKF	ProShares UltraShort Financials	Trading--Inverse Equity	0.95%

SKYU	ProShares Ultra Cloud Computing	Trading--Inverse Equity	0.95%
SMDD	ProShares UltraPro Short MidCap400	Trading--Inverse Equity	0.95%
SMHB	ETRACS 2xMnthly Py Lvrgrd US SmCpHiDivETN	Trading--Leveraged Equity	0.85%
SMN	ProShares UltraShort Basic Materials	Trading--Inverse Equity	0.95%
SOXL	Direxion Daily Semiconduct Bull 3X ETF	Trading--Leveraged Equity	0.90%
SOXS	Direxion Daily Semiconduct Bear 3X ETF	Trading--Inverse Equity	1.01%
SPKY	ConvexityShares Dly 1.5x SPIKES Fut ETF	Trading--Miscellaneous	0.79%
SPUU	Direxion Daily S&P 500® Bull 2X ETF	Trading--Leveraged Equity	0.63%
SPXL	Direxion Daily S&P500® Bull 3X ETF	Trading--Leveraged Equity	0.97%
SPXS	Direxion Daily S&P 500® Bear 3X ETF	Trading--Inverse Equity	1.01%
SPXU	ProShares UltraPro Short S&P500	Trading--Inverse Equity	0.90%
SQQQ	ProShares UltraPro Short QQQ	Trading--Inverse Equity	0.95%
SRS	ProShares UltraShort Real Estate	Trading--Inverse Equity	0.95%
SRTY	ProShares UltraPro Short Russell2000	Trading--Inverse Equity	0.95%
SSG	ProShares UltraShort Semiconductors	Trading--Inverse Equity	0.95%
SSO	ProShares Ultra S&P500	Trading--Leveraged Equity	0.89%
SVXY	ProShares Short VIX Short-Term Futures	Trading--Miscellaneous	1.38%
SWAR	Direxion Daily S&P ETSS Bll 2X ETF	Trading--Leveraged Equity	1.07%
SZK	ProShares UltraShort Consumer Goods	Trading--Inverse Equity	0.95%
TBT	ProShares UltraShort 20+ Year Treasury	Trading--Inverse Debt	0.89%
TECL	Direxion Daily Technology Bull 3X ETF	Trading--Leveraged Equity	0.94%
TECS	Direxion Daily Technology Bear 3X ETF	Trading--Inverse Equity	1.01%
TIPD	Direxion Daily TIPS Bear 2X Shares ETF	Trading--Inverse Debt	1.07%
TIPL	Direxion Daily TIPS Bull 2X Shares ETF	Trading--Leveraged Debt	1.07%
TMF	Direxion Daily 20+ Yr Trsy Bull 3X ETF	Trading--Leveraged Debt	1.00%
TMV	Direxion Daily 20+ Yr Trsy Bear 3X ETF	Trading--Inverse Debt	0.93%
TNA	Direxion Daily Small Cap Bull 3X ETF	Trading--Leveraged Equity	1.05%
TPOR	Direxion Dly Transp Bull 3X Shrs ETF	Trading--Leveraged Equity	0.98%
TQQQ	ProShares UltraPro QQQ	Trading--Leveraged Equity	0.86%
TSL	GraniteShares 1.25x Long Tsla Daily ETF	Trading--Leveraged Equity	1.15%
TSLL	Direxion Daily TSLA Bull 1.5X Shares	Trading--Leveraged Equity	0.97%
TTT	ProShares UltraPro Short 20+ Year Trs	Trading--Inverse Debt	0.97%
TVIXF	VelocityShares Daily 2x VIX ST ETN	Trading--Miscellaneous	1.65%
TWM	ProShares UltraShort Russell2000	Trading--Inverse Equity	0.95%
TYD	Direxion Daily 7-10 Yr Trs Bull 3X ETF	Trading--Leveraged Debt	1.07%
TYO	Direxion Daily 7-10 Yr Trs Bear 3X ETF	Trading--Inverse Debt	1.00%
TZA	Direxion Daily Small Cap Bear 3X ETF	Trading--Inverse Equity	1.00%
UBOT	Direxion Dly Rbtcl Atmtn Bll 2X ETF	Trading--Leveraged Equity	1.29%
UBR	ProShares Ultra MSCI Brazil Capped	Trading--Leveraged Equity	0.95%
UBT	ProShares Ultra 20+ Year Treasury	Trading--Leveraged Debt	0.95%
UCC	ProShares Ultra Consumer Services	Trading--Leveraged Equity	0.95%
UCO	ProShares Ultra Bloomberg Crude Oil	Trading--Leveraged Commodity	1.62%
UCYB	ProShares Ultra Nasdaq Cybersecurity	Trading--Leveraged Equity	0.98%
UDOW	ProShares UltraPro Dow30	Trading--Leveraged Equity	0.96%
UGAZF	VelocityShares 3x Long Natural Gas ETN	Trading--Leveraged Commodity	1.65%
UGE	ProShares Ultra Consumer Goods	Trading--Leveraged Equity	0.95%
UGL	ProShares Ultra Gold	Trading--Leveraged Commodity	1.35%
UGLDF	VelocityShares 3x Long Gold ETN	Trading--Leveraged Commodity	1.35%
UJB	ProShares Ultra High Yield	Trading--Leveraged Debt	0.95%



ULE	ProShares Ultra Euro	Trading--Miscellaneous	0.98%
UMDD	ProShares UltraPro MidCap400	Trading--Leveraged Equity	0.95%
UPRO	ProShares UltraPro S&P500	Trading--Leveraged Equity	0.91%
UPV	ProShares Ultra FTSE Europe	Trading--Leveraged Equity	0.95%
UPW	ProShares Ultra Utilities	Trading--Leveraged Equity	0.95%
URE	ProShares Ultra Real Estate	Trading--Leveraged Equity	0.95%
URTY	ProShares UltraPro Russell2000	Trading--Leveraged Equity	0.95%
USD	ProShares Ultra Semiconductors	Trading--Leveraged Equity	0.95%
USLVF	VelocityShares 3x Long Silver ETN	Trading--Leveraged Commoditie	1.65%
USML	ETRACS 2x Lvrqd MSCI US Mn VI Fct TR ETN	Trading--Leveraged Equity	0.95%
UST	ProShares Ultra 7-10 Year Treasury	Trading--Leveraged Debt	0.95%
UTSL	Direxion Daily Utilities Bull 3X ETF	Trading--Leveraged Equity	0.97%
UVIX	2x Long VIX Futures ETF	Trading--Leveraged Equity	1.77%
UVXY	ProShares Ultra VIX Short-Term Futures	Trading--Miscellaneous	1.65%
UWM	ProShares Ultra Russell2000	Trading--Leveraged Equity	0.95%
UXI	ProShares Ultra Industrials	Trading--Leveraged Equity	0.95%
UYG	ProShares Ultra Financials	Trading--Leveraged Equity	0.96%
UYM	ProShares Ultra Basic Materials	Trading--Leveraged Equity	0.95%
WANT	Direxion Daily Cnsmr Discret Bull 3X ETF	Trading--Leveraged Equity	0.97%
WEBL	Direxion Daily Dow Jones Int BI 3X ETF	Trading--Leveraged Equity	0.97%
WEBS	Direxion Daily Dow Jones Int Br 3X ETF	Trading--Inverse Equity	1.01%
XPP	ProShares Ultra FTSE China 50	Trading--Leveraged Equity	0.95%
YANG	Direxion Daily FTSE China Bear 3X ETF	Trading--Inverse Equity	1.00%
YCL	ProShares Ultra Yen	Trading--Miscellaneous	0.98%
YCS	ProShares UltraShort Yen	Trading--Miscellaneous	0.98%
YINN	Direxion Daily FTSE China Bull 3X ETF	Trading--Leveraged Equity	1.42%
ZSL	ProShares UltraShort Silver	Trading--Inverse Commodities	1.49%

## Digital Assets (41 Funds)

Symbol	Name	Morningstar Category	Net Expense Ratio
BCDF	Horizon Kinetics Blockchain Dev ETF	Digital Assets	0.85%
BCHG	Grayscale Bitcoin Cash Trust (BCH)	Digital Assets	2.50%
BIDS	Amplify Digital & Online Trading ETF	Digital Assets	0.59%
BITO	ProShares Bitcoin Strategy ETF	Digital Assets	0.95%
BITQ	Bitwise Crypto Industry Innovators ETF	Digital Assets	0.85%
BITS	Global X Blockchain & Bitcoin Str ETF	Digital Assets	0.65%
BITW	Bitwise 10 Crypto Index	Digital Assets	2.50%
BKCH	Global X Blockchain ETF	Digital Assets	0.50%
BLCN	Siren Nasdaq NexGen Economy ETF	Digital Assets	0.68%
BLKC	Invesco Aln Glxy Blkh Usr&Dctrzd Cmr ETF	Digital Assets	0.60%
BLOK	Amplify Transformational Data Shrg ETF	Digital Assets	0.71%
BTCR	Volt Crypto Industry Rvltm & Tch ETF	Digital Assets	0.85%
BTF	Valkyrie Bitcoin Strategy ETF	Digital Assets	0.95%
BYTE	Roundhill IO Digital Infrastructure ETF	Digital Assets	0.76%
CRPT	First Trust SkyBdg Cry Idt & Dgt Eco ETF	Digital Assets	0.85%
CRYP	AdvisorShares Managed Bitcoin Strgy ETF	Digital Assets	1.61%
DAM	VanEck Digital Assets Mining ETF	Digital Assets	0.50%
DAPP	VanEck Digital Trfmt ETF	Digital Assets	0.50%
DEFI	Hashdex Bitcoin Futures ETF	Digital Assets	0.94%
ETCG	Grayscale Ethereum Classic Trust (ETC)	Digital Assets	3.00%
ETHE	Grayscale Ethereum Trust (ETH)	Digital Assets	2.50%
FDIG	Fidelity® Crypto Industry&DgtlPymntsETF	Digital Assets	0.39%
FILG	Grayscale Filecoin Trust (FIL)	Digital Assets	2.50%

GBTC	Grayscale Bitcoin Trust (BTC)	Digital Assets	2.00%
GFOF	Grayscale Future of Finance ETF	Digital Assets	0.70%
GLIV	Grayscale Livepeer Trust (LPT)	Digital Assets	2.50%
GXLM	Grayscale Stellar Lumens Trust (XLM)	Digital Assets	2.50%
HZEN	Grayscale Horizen Trust (ZEN)	Digital Assets	2.50%
IBLC	iShares Blockchain and Tech ETF	Digital Assets	0.47%
LEGR	First Trust Indxx Invtv Tnsctn&Prcs ETF	Digital Assets	0.65%
LTCN	Grayscale Litecoin Trust (LTC)	Digital Assets	2.50%
MAXI	Simplify Bitcoin Strategy PLUS Inc ETF	Digital Assets	0.97%
NFTZ	Defiance Digital Revolution ETF	Digital Assets	0.65%
OBTC	Osprey Bitcoin Trust	Digital Assets	0.93%
RIGZ	Viridi Bitcoin Miners ETF	Digital Assets	0.90%
SATO	Invesco Alerian Galaxy Crypto Eco ETF	Digital Assets	0.60%
SPBC	Simplify US Equity PLUS GBTC ETF	Digital Assets	0.73%
STCE	Schwab Crypto Thematic ETF	Digital Assets	0.30%
WGMI	Valkyrie Bitcoin Miners ETF	Digital Assets	0.75%
XBTF	VanEck Bitcoin Strategy ETF	Digital Assets	0.65%
ZCSH	Grayscale Zcash Trust (ZEC)	Digital Assets	2.50%



# 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](http://loxahatcheeriver.org)

## MEMORANDUM

**TO:** GOVERNING BOARD  
**FROM:** JAMES D. SNYDER, BOARD CHAIRMAN  
**DATE:** DECEMBER 7, 2022  
**SUBJECT:** EXECUTIVE DIRECTOR'S ANNUAL REVIEW

I see 2022 as a year, not so much as one of publicly visible achievement, but one in which the groundwork was laid for several major projects that will bear much fruit in the future. Among these were the conceptual plans for a “new” headquarters campus and future home for The River Center. Other examples of significant groundwork – literally much of it underground – were the award of a contract for lift station telemetry, progress in the Alt. A1A sub-aqueous force main route, the Master Lift Station traveling bridge crane project, the lift station fall protection project and the lining of 30,000 feet of gravity sewer pipes. Several new policy statements were adopted, and some of them were put to the test when staff activated its emergency response plan during two hurricanes.

All of the above activities reflect the leadership and guiding hand of our executive director. Throughout my years on the board, I have found Albrey Arrington to be unusually gifted at keeping a constant focus on the “big picture” while finding time for the kind of “walking around” management that shows concern for individual employees and accounts for a true *esprit de corps* throughout the organization. I would also like to thank him for never failing to be available and open to me as a board member.

Attached to this memo is a list of basic Performance Assessment Categories and Albrey's own comments as to how well he has fulfilled them. Also attached is the list of 25 short-term goals for 2022 that Albrey and I developed at the beginning of the year. This, too, contains his comments as to how they were fulfilled or why some were not.

Based on the above, I offer the following motion for your consideration:

**“THAT THE DISTRICT GOVERNING BOARD receive the review of Dr. Albrey Arrington, Executive Director, and adjust his Employment Agreement as follows: effective December 24, 2022, a 2% increase in base salary and a net \$10,000 bonus.”**

James D. Snyder  
CHAIRMAN

Gordon M. Boggie  
BOARD MEMBER

Stephen B. Rockoff  
BOARD MEMBER

Dr. Matt H. Rostock  
BOARD MEMBER



# LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

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## MEMORANDUM

TO: GOVERNING BOARD  
FROM: D. ALBREY ARRINGTON, Ph.D.  
DATE: DECEMBER 7, 2022  
SUBJECT: EXECUTIVE DIRECTOR'S ANNUAL REVIEW

I would like to thank the Governing Board for my opportunity to serve as Executive Director. I am honored to lead the District team in our mission to protect public health and preserve the Loxahatchee River watershed and its natural habitats through innovative wastewater solutions, research, and environmental stewardship.

The following pages contain my self-assessment relative to the goals established by Chairman Snyder in January. I look forward to the Board's constructive feedback on my performance. Any positive assessment of my performance directly reflects the dedicated efforts of the entire District team. Collaborating with our capable and motivated employees is among the most rewarding aspects of my position. As a reminder, the Board-approved budget included 2.0% to be disbursed to employees exhibiting meritorious performance during their annual performance review.

In January I look forward to working with the Board Chairman to establish my 2023 Goals.

**James D. Snyder**  
CHAIRMAN

**Gordon M. Boggie**  
BOARD MEMBER

**Stephen B. Rockoff**  
BOARD MEMBER

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

**Water Reclamation – Environmental Education – River Restoration**

## 2022 – Performance Assessment Categories for Dr. Arrington

**Organizational Leadership.** I believe I provide strong, visionary leadership to the organization. This year more than ever, we have been diligently working on long-term visions for our various properties (e.g., 2500 Jupiter Park Drive, 20 acres). Furthermore, I believe my best work is done modeling our desired core values and motivating and energizing our terrific team in pursuit of our mission.

**Effective relationship with Board.** My engagement with the Governing Board (as a group and as individuals) is characterized by honest, open, and effective communications. I work to ensure the Governing Board is well-informed of all relevant matters.

**Strategic Plan.** I actively use our Strategic Plan to guide our efforts, and we have made meaningful progress on implementation of all high-priority Strategic Plan elements. The District team is clearly aligned to our Mission, Vision, and Core Values.

**People management.** The quality and competency of our staff is as high as it has ever been. I am actively engaged in our personnel decisions including efforts to reassign staff to maximize their personal feeling of job satisfaction as well as their productivity.

**Operating metrics.** Performance on our Executive Dashboard is not perfect – perhaps the most chronically underperforming category is on-time completion of our capital projects. Nonetheless, we are making meaningful improvements in many of our operating metrics. For example, we have significantly decreased the magnitude of our sewer overflows over the past 12 months. And, we have just completed a full 12 months with no OSHA recordable injuries.

**Governance.** Our enabling act, rules, policies, and procedures are more thoroughly documented and systematically aligned than ever before, and these documents are all scheduled for periodic review.

**Financial performance.** This year we had external rate consultant comprehensively review our rate study, and their findings were quite positive. Also, we once again received the GFOA's Certificate of Achievement for Excellence in Financial Reporting, which is the “highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.”

**Effective decision making.** I believe the District’s strong position is due, in part, to my effective decision-making abilities. I make good decisions because I have a strong team around me that is always willing to engage in constructive conversations and judiciously use data to drive sound decisions.

**Compliance with legal and regulatory standards.** We have maintained compliance with relevant laws and governmental regulations.

**Litigation.** We have not experienced any costly, avoidable litigation?

**Relationships with external constituencies.** I serve as Chair of the Loxahatchee River Preservation Initiative and the Loxahatchee River Management Coordinating Committee and I maintain strong collaborative relationships with all relevant agencies. The District is respected within the community and viewed as a positive source of change.

**Albrey's 2022 Specific Goals** (specific, measurable, achievable, and time-bound)

- ✓ By 2/28/22 provide site plan questionnaire to Governing Board for 2500 Jupiter Park Drive
- ✓ Unplanned: 3/29/22 refunded \$58,238.93 by pool contractor's insurance company to cover extensive costs associated with LPSS blockage in Pebble Place neighborhood around 12/21/2021 to 1/1/2022.
- ✓ By 4/30/22 complete near miss training for all staff
- ✓ By 4/30/22 complete greenhouse gas study and work with Board to prioritize potential improvements  
Study is complete; prioritized first steps were brought to the Board in October.
- ✓ Unplanned: 5/2/22 Completed Raftelis Rate Study, which concluded the District's financial condition is strong, our existing rates are adequate, and associated processes to review and set rates are best management practices and should be continued.
- ✓ By 5/19/22 update Environmental Education Policy to reflect revisions to our Enabling Act
- ✓ By 5/19/22 award contract for lift station telemetry project
- ✓ By 5/31/22 work to obtain LRPI funding from state legislature  
Legislature funded \$1,302,500, but Governor vetoed \$750,000. LRD project not funded.
- ✓ By 5/31/22 conduct Board Workshop to discuss long-term site plan for LRD's 20 acres  
Board Workshop held June 28, 2022.
- ✓ By 6/15/22 complete preliminary engineering report with new Alt. A1A sub-aqueous force main route
- ✓ By 6/15/22 execute notice to proceed for the Master Lift Station travelling bridge crane project
- ✓ By 7/15/22 achieve substantial completion of lift station fall protection project  
Complete, including additional concerns identified in wastewater treatment plant.
- ✓ By 7/31/22 conduct Board Workshop to review draft site plan for 2500 Jupiter Park Drive.  
Conducted initial Board discussion at May 2022 Board Meeting.
- ✓ By 8/31/22 complete green belt continuous improvement training for select group of staff  
Classroom training was completed 8/15/2022. Teams have implemented process improvements and are collecting data to assess improvements.
- ✓ Unplanned: 9/28/22 managed through Hurricane Ian impacts, which proved to be a test of our emergency conditions (EMCONs) because impacts from the storm were not as bad as expected.
- ✓ By 9/30/22 submit for peer review a manuscript characterizing nutrient concentrations and loading derived from landscape irrigation with LRD's reclaimed water  
Submitted 9/30/22, review comments received, anticipating publication in Science for the Total Environment following revision.
- ✓ Unplanned: 11/9/22 managed through Hurricane Nicole impacts, which were minimal.
- ✓ By 12/15/22 improve 12 month rolling average of Total Recordable Incident Rate (TRIR) to < 2.2  
Our TRIR rate fell to 1.3 in June 2022.
- ✓ By 11/17/22 present experimental results to Governing Board showing causes and contributors of persistent fecal coliform bacteria in Jones Creek (goal: reduce fecal coliform bacteria concentrations)  
Bud presented preliminary results from this ongoing research at our July Board meeting. We have conducted 5 preliminary experiments, two formal experiments, and have an experiment underway. We have improved our fundamental understanding of fecal coliform bacteria in natural systems like the Loxahatchee River and Jones Creek, and we have many more hypotheses to test.



- ✓ By 12/15/22 conduct root cause analysis for all accidents and near misses to identify corrective actions designed to eliminate future unplanned events  
Complete and now part of the standard procedure for all accidents and near misses
- ✓ By 12/15/22 collaborate with BWS to develop a mutually agreeable timeline for their relocation  
On 11/17/2022 LRD and BWS executed the Restated License Agreement #2 that extends the term of the license agreement by 6 months (new expiration date is September 21, 2023). The BWS timeline and critical path elements show this revised timeline provides 3 months of cushion.
- ✓ By 12/15/22 diligently advocate for Loxahatchee River Watershed Restoration implementation pursuant to the SFWMD/USACOE Integrated Delivery Schedule  
We've made a lot of progress this year in terms of completing the policy needed to implement the Loxahatchee River Restoration project, which is clearly included in the 10/19/2022 Integrated Delivery Schedule. The RAA rule making effort was completed in June. In July SFWMD signed the PPCA. SFWMD and US Army Corps of Engineers are developing an Integral Determination Report (IDR), which will lead us to a PPA. Current expectation is to execute the PPA in June or July of 2023. In November SFWMD executed a design contract for Flow-way 3 (Kitching Creek and Gulfstream East), which should be completed in late 2025. SFWMD anticipates executing a design contract for Flow-way 2 in early 2023 – this will include the Mecca Reservoir.
- ✓ By 12/15/22 achieve substantial completion of Clarifier #3 rehabilitation project  
LRD Maintenance Team has completed installation of the replacement density current baffles and are nearing completion of the surface preparation and repainting of the drive mechanism and rotating scraper assembly. The rehabilitation contractor (Rebuild-It) is scheduled to complete their work, i.e., replacement of the center column and drive unit, by December 16, 2022.
- X By 12/15/22 achieve substantial completion of site plan improvements, including parking improvements and building renovations, at Jupiter Inlet Lighthouse Outstanding Natural Area  
This project is very much behind schedule. Delays were caused by multiple factors, including Florida Division of Historical Resources, State Historic Preservation Officer took exception to the front and rear facades (as proposed) because they directly attached to the existing roof. Our final plans have been approved and are out to bid. We anticipate making a recommendation of award for this work at the January 2023 Board meeting.
- X By 12/15/22, as Chair of LRMCC, oversee publication of draft Loxahatchee River Management Plan  
This has been ongoing all year but at an embarrassingly slow pace. I assume this will be completed by summer 2023.
- X By 12/15/22 provide preliminary civil engineering and site design to Governing Board for 20 acres  
We anticipate providing this to the Board in January 2023.
- X By 12/15/22 provide to Governing Board draft final site plan for 2500 Jupiter Park Drive  
We anticipate providing this to the Board in March 2023.
- X By 12/15/22 achieve substantial completion of deep injection well manual transfer switch project  
Our contractor mobilized in October but was delayed by materials (supply chain). Substantial completion is expected before December 31.
- X By 12/15/22 achieve substantial completion of lining of 30,000 feet of gravity sewer pipes  
22,140 feet of gravity sewer pipes have been lined through November 4th. Anticipate completion of lining for all systems scheduled for lining this year.



## Neighborhood Sewering Schedule-Revised February 2020

Rank *	Area Description	# Lots	Activity	Original Target Date	Revised Target Start Date
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	
	18041 69 <sup>th</sup> Terrace	1	LRD procedures shared for connection to sewer services Statutory Way Provision – Jan 2022	N/A	2022
	5331 Center Street	1	LRD procedures shared for connection to sewer services Notice of Intent – March 2022	N/A	2022
	18150 SE Wooden Bridge Lane	1	LRD procedures shared for connection to sewer services Notice of Intent – May 2022	N/A	2022
	Island Way Property	1	Notice of Intent – August 2022	N/A	2022

Rank *	Area Description	# Lots	Activity	Original Target Date	Revised Target Start Date
AA	Peninsular Road	4	Private Road Notice of Intent – February 2010 Partial construction complete - June 2013 Soliciting easements for remainder of project	2010	AEO
BB	Rivers Edge Road (Martin Co.)	35	Notified Owners – August 2010 Private Road-Easements Solicited –May 2014 Notice of Intent – February 2014 Project Delayed	2013	AEO
CC	171 <sup>st</sup> Street (Martin Co.)	7	Private Road - In House Design Owners notified October 2012 Easement rec'd from Church – April 2017 Grant received	2014	AEO
CC	Jamaica Dr	11	Private Road Owners notified Oct 2012 Statutory Way Provision (2) – June 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	2	Notified Owners – September 2021		

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

**CURTIS SHENKMAN, P.A.**  
4400 PGA BLVD, SUITE 300  
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**LEGAL ASSISTANTS**  
**REAL ESTATE**  
JUDY D. MONTEIRO  
DENISE B. PAOLUCCI  
KRISTY SANTORO

December 1, 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, and/or monitoring 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.

**ALL CASES HAVE NO CHANGE IN STATUS SINCE LAST REPORT.**

There are no analyses of the pending cases included, as the inclusion of such items might constitute a waiver of any attorney/client privilege that exists between our firm and the District. Therefore, if you would like to discuss the particulars of any specific case in more detail or would like to obtain more information concerning the strategy, status, or settlement posture of any of the individual cases, please feel free to contact me.

As always, we are available at any time to discuss any of these lawsuits with each individual Board Member by telephone or by conference, if there are any questions.

Respectfully submitted,

***CURTIS L. SHENKMAN***

CURTIS L. SHENKMAN

Attachments

## **OTHER LITIGATION**

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

**FRED BEMAN**, Plaintiff, vs.  
LOXAHATCHEE RIVER DISTRICT,  
Defendant.

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

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

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

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

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

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

16, 2020. Amended Complaint filed in Martin County

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.

February 20, 2022, District's Answer Filed.

April 22, 2022, Deposition of Plaintiff

June 21, 2022, Attorney Reynolds indicated projected trial date is December 18, 2023, and provided  
confidential information to claims adjuster.

November 1, 2022 Attorney Reynolds office setting Pre Trial MEDIATION in January 2023.

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

Dated August 3, 2020, from Attorney for Plaintiff

**Donovan Mackey and Dee Mackey**, Plaintiff

Vs. LOXAHATCHEE RIVER DISTRICT,

Defendant.

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

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

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

As of July 11, 2022, No activity since Adjuster assigned the claim

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

Statute of Limitations is running on the claim.

NO CHANGE IN STATUS SINCE JULY REPORT.

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

**Universal Property & Casualty Insurance Company a/s/o**

**BettyCavanagh & 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 (UPCC), 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. PGCS has been investigating.

On July 12, 2022, PGCS informed the District, that UPCC resubmitted new information as to the claim in the amount of \$28,860.00. PGCS is investigating the claim. Plaintiff cannot file suit until claim is denied. 768.28 (6)(b).

NO CHANGE IN STATUS SINCE JULY REPORT.



**LIEN FORECLOSURES**

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**NONE**

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**MORTGAGE OR LIEN FORECLOSURES / LRD COUNTERCLAIMS/CROSSCLAIMS**

**NONE**

*Loxahatchee River Environmental Control District  
Monthly Status Report*

*November 30, 2022*

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

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The following is a summary of work performed by Baxter and Woodman, Inc. (B&W), on District projects for the monthly period ending November 30, 2022.

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

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

- A meeting was held onsite on November 18<sup>th</sup> with LRECD, Hinterland & B&W to discuss the project schedule and how to successfully complete the project. Hinterland is to submit a close out schedule and is scheduled to start final testing on December 1<sup>st</sup>.
- The remaining work includes: start up, testing, I&C updates with CC Controls and replacement of the damaged fiber line.
- B&W as well as LRECD staff, to create punch list once testing is complete.

**Lift Station Fall Protection Improvements**

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

- All work was completed by October 07, 2022. Balancing Change Order has been prepared and Final Pay Application received. Transmittal of Closeout Documents to District pending receipt of Maintenance Bond from Contractor.

**Structural Condition Assessment of Headworks, Diversion Structure A**

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

- Safety railings installed. Working to reschedule field investigation in the next few weeks.

**Lift Station Control Panels & RTU Upgrades**

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

- Kickoff meeting held November 4, 2022.
- District calling in 811 tickets and providing locates on LS sites ahead of surveyor.
- Survey work began November 7<sup>th</sup>.
- Scheduling field visits by B&W and EDA.

Respectfully Submitted by:

**BAXTER & WOODMAN, INC.**



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

**Loxahatchee River Environmental Control District  
CMA Project Status Update  
December 7, 2022**

<b><i>CMA Project #</i></b>	<b><i>Name</i></b>	<b><i>Activities Performed</i></b>
494.001	BLM House Demolition and Reconstruction	<ul style="list-style-type: none"> <li>• Conceptual Design Memorandum and building layout options approved by Board 10/21/21</li> <li>• Coordination meeting held 11/12/21</li> <li>• 90% design, specifications and cost estimate submitted</li> <li>• LRD plan comments addressed</li> <li>• Proposed roof alternative design submitted to LRD for review (to address comments from SHPO)</li> <li>• Bid documents submitted to LRD</li> <li>• Comments received from LRD and meetings/calls conducted to review.</li> <li>• Final bid documents submitted to LRD</li> <li>• Project advertised for bid (bids due December 13, 2022, anticipated award at January Board meeting)</li> <li>• Bidding RFI responses ongoing</li> </ul>
494.002	2500 Jupiter Park Drive Conceptual Site Planning	<ul style="list-style-type: none"> <li>• Conducted kick off meeting</li> <li>• Environmental field work performed, report submitted, comments received from LRD, revised report submitted</li> <li>• Staff and Board survey performed</li> <li>• Existing site base plan prepared</li> <li>• Review of adjacent stormwater permits performed</li> <li>• Site concept plans prepared</li> <li>• Site visits and meeting with LRD was conducted to review survey results and concept plans</li> <li>• Presented survey results and concept plans to Board</li> <li>• Submitted data request to LRD for massing study and received results. Provided LRD with initial space calculations.</li> <li>• Reviewed WWTF capacity expansion goals with LRD. Submitted memorandum on the WWTF future space to LRD.</li> <li>• Submitted draft Site Security memorandum, received comments from LRD, and submitted final memorandum.</li> <li>• Draft massing concepts were presented to LRD at meeting.</li> <li>• LRD comments were incorporated and a revised massing study was submitted.</li> </ul>



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

**MEMORANDUM**

**To:** Kris Dean, PE, Deputy Director/Director of Engineering, Loxahatchee River Environmental Control District  
**From:** Christine Miranda, PE, Holtz Consulting Engineers, Inc.  
**Date:** December 8, 2022  
**Subject:** Loxahatchee River Environmental Control District Monthly Status Report

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The following is a summary of work performed by Holtz Consulting Engineers, Inc. (HCE) on Loxahatchee River District projects through December 8, 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 progress meeting was held with the Contractor, HCE and District staff on November 17, 2022. The Contractor is still waiting on dates for delivery of two 14-inch fittings from the material supplier and relayed to the team that they will do what they can to see that the procurement is expedited. HCE has also responded to several Requests for Information (RFIs) submitted by the Contractor. HCE is currently working on revised drawings reflecting the relocation of the generator, new tie-in location for the discharge force main, and possible relocation of a conflicting water main which will be utilized by the Contractor in preparing a change order.

**Schedule Update:**

*The Contractor has provided information from their supplier which shows they are still waiting for delivery of specific pipe fittings for this project. Upon receipt of more detailed information that provides expected dates for delivery, the schedule will be adjusted as required and a time extension change order will be submitted to the District for consideration.*

**Country Club Drive Force Main Transmission System Preliminary Evaluation**

- *The draft technical memorandum was submitted to the District on June 10, 2022 for review and comment. Upon receipt of the comments from the District, the memorandum will be finalized and transmitted to the District.*

**Schedule Update:** *Per the work authorization agreement, upon receipt of comments from the District on the draft memorandum, the final memorandum will be prepared and submitted within two weeks.*

### **Lift Station Telemetry Improvements**

- HCE has reviewed and returned additional submittals including antenna modifications, the GFCI receptacle, radio, speed pull wire, and testing procedures. Pay Application #1 was reviewed and approved for submittals completed to date. Change Order #1 was approved to replace radio model with one that will be more compatible with FirstNet (for locations using AT&T as service provider). Anticipated construction activities for the next month include additional submittal review, field testing repairs on five (5) existing lift station control panels to refine modification procedures, and a meeting with the District, HCE and Contractor to discuss SCADA HMI interface.

**Schedule Update:** *The Notice to Proceed (NTP) has been issued for August 8, 2022. Substantial completion is 595 days from the NTP, March 25, 2024 and final completion is 660 days from the NTP, May 29, 2024. The schedule provided from the Contractor currently shows them mobilizing and starting installation in March/April 2023 and completing construction in January 2024.*

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

- Construction is complete for manhole rehabilitation. The control panel has been delivered and installed. The District has requested a new concrete slab and turf stabilized access driveway for the lift station and the Contractor is currently preparing a change order for this work. As the control panel will need to be adjusted in order to install the slab, the lift station will not be completed and tested until after the slab is installed.

**Schedule Update:** Change Order #3 for the project added 105 calendar days to the Contract. The final completion date is February 8, 2023. The Contractor is currently preparing Change Order #4 which will add the time required for the installation of the new driveway and slab for the lift station.

### **Jupiter Inlet Lighthouse Septic to Sewer Conversion**

- Throughout the month of November, HCE continued their onsite observation of ongoing construction efforts. Progress has been made in regard to water and sewer pressure testing and bacteriological testing of the potable water system. These tests are mandated by the Florida Health Department in efforts to verify zero traces of harmful Coliform are present in potable drinking water systems and to assure sanitary sewer systems are installed properly to meet FDEP standards. Additional milestones completed for November include 100% installation of FPL conduit and transformer pads, completion of as-built record drawings, low-pressure force main tie-in to the Town of Jupiter force main and 100 % completion of Comcast conduit installation. Work still continues on the





construction of the main lift station, commercial duplex unit, earthwork for storm water drainage and the anticipated release from FPL needed to schedule utility power to be run underground. HCE has continued ongoing coordination of construction activities with the archaeologist, performing cultural resources monitoring throughout the duration of construction. The photo on the previous page depicts a recent pressure test being conducted on a 2" low pressure force main. This test was held at 70 psi for 1 hour with zero allowable loss. These tests are part of the District's construction standards and are imperative to assure this sewer system will operate in the future as designed.

**Schedule Update:** *Change Order #3 for the project extending the Contract time by 99 calendar days due to delays caused by Town of Jupiter permitting is under review by the District. If approved the revised contract substantial completion date will be January 6, 2023 and final completion date will be March 12, 2023.*

### **Deep Injection Well Replacement Cost Study**

- The change of scope to perform additional District requested engineering services to incorporate a life cycle cost analysis and analysis of operation and maintenance costs for the deep well replacement alternatives was provided to the District on November 10, 2022. HCE staff is currently working on finalizing the technical memorandum and addressing all comments received by the District. Once the change order is approved by the District, additional information will be provided in the final technical memorandum providing a life cycle cost analysis and breakdown of operation and maintenance costs of the presented options. After all comments are addressed, and additional information inputted, the final memorandum will be completed and submitted to the District.

**Schedule Update:** The revised draft technical memorandum will be submitted to the District within 45 days after notice to proceed for the change of scope. The final technical memorandum will be submitted to the District three weeks after receipt of District comments on the draft technical memorandum.

### **Injection Well Pump Manual Transfer Switch Addition**

- Construction of the project is underway. An unforeseen conflict with existing subsurface conditions was found for the installation of the equipment rack. A meeting was held on site with the electrical engineer and the Contractor on November 29, 2022 to review this issue and a proposed solution was generated. The electrical engineer has provided an updated drawing and the Contractor is currently preparing a change order for the design changes to the equipment rack mount and posts and will also be providing signed and sealed wind load calculations for approval.

**Schedule Update:** The current final completion date of this project is December 31, 2022. The Contractor is currently preparing Change Order #2 for the design changes to the equipment rack mount and posts which will also accommodate for the additional time required to address these changes.





### **Master Lift Station No. 1 Traveling Bridge Crane Solicitation**

- Prime Contractor Boromei Construction and crane manufacturer MHS remain at the substantial completion portion of this project. There's been efforts towards completion of the outstanding punch list items and plans to complete this project to acceptable standards in December. Though the crane is partially operational, HCE prepared and transmitted a letter in October to Boromei Construction regarding failure to meet substantial completion within the contractual deadline and requesting a plan to mitigate any further delays. HCE continues onsite monitoring construction activities in coordination with District staff with the intent to see this project finalized and turned over to the District as soon as possible.

**Schedule Update:** The final contract completion date was September 24, 2022. As of today, two remaining punch items still remain, one of which is scheduled to be addressed and completed today, December 9, 2022. The other item is a weld of question that we have requested the Contractor provide certification from the manufacturer and a certified welder that it is acceptable. HCE is diligently working with the Contractor to have them complete the remaining items as quickly as possible.

### **Emergency Response ESRI Collection Tool & Synovia Vehicle Tracking Assistance**

- *No new activities have occurred for this work.*



**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:** November 30, 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:** Task 3 deliverables submitted on 11/16/22. Awaiting feedback.
5. **Civil Engineering:** Task 3 deliverables submitted on 11/16/22. Awaiting feedback.
6. **Landscape Architecture:** Task 3 deliverables submitted on 11/16/22. Awaiting feedback.
7. **Architecture:** Complete.



December 8, 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. C0089.40  
Subject: Loxahatchee River Subaqueous Forcemain Replacement  
PO No. 22-0911

Dear Kris:

Below is our Monthly Update for November 2022.

- 60% Review Meeting Conducted virtually on November 15, 2022
- District Provided 60% Review Comments
- District Initiated Coordination with Town of Jupiter Regarding the Potential of Obtaining an Easement for the proposed pipe alignment. Coordination is ongoing
- Ongoing Permit Coordination

Upcoming Activities:

- Progress Construction Drawing to 90%
- Permitting Drawings to be submitted in January 2023

If you have any questions, please contact me at 683-3113, extension 293.

Sincerely,  
MOCK, ROOS & ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "Garry G. Gruber".

Garry G. Gruber, P.E.  
Senior Vice President

GGG:tsm  
Copies: John Cairnes  
Spencer Schroeder



# Busch Wildlife Sanctuary

The 4th Quarter Report will be presented  
at the January 2023 Board Meeting.

J:\Board\Notebook\BWS No Update





# Director's Report

- |                               |            |
|-------------------------------|------------|
| ➤ Admin. & Fiscal Report      | attach. #1 |
| ➤ Engineering Report          | attach. #2 |
| ➤ Operations Report           | attach. #3 |
| ➤ Information Services Report | attach. #4 |
| ➤ Environmental Education     | attach. #5 |
| ➤ Safety Report               | attach. #6 |
| ➤ Other Matters (as needed)   | attach. #7 |





# LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

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

To: Governing Board  
From: Kara Fraraccio, Director of Finance and Administration  
Date: December 9, 2022  
Subject: Monthly Financial Report

## Cash and Investments

Balance as of November 30, 2022

Certificates of Deposit:

Institution	Original Term	Maturity	Rate	Book Value	Monthly Interest Earned	Market Value
Bank United	3 Months	11/16/22	1.98%	\$ 1,055,237	\$ 920	1,060,513
Bank United	3 Months	11/16/22	1.98%	1,574,277	1,372	1,582,148
TD Bank	6 Months	02/04/23	3.06%	2,500,000	6,332	2,523,978
TD Bank	9 Months	05/05/23	3.22%	2,500,000	6,665	2,525,237
TD Bank	9 Months	05/08/23	3.35%	1,274,425	3,536	1,287,694
Bank United	9 Months	05/16/23	2.13%	1,003,248	1,762	1,009,459
TD Bank	12 Months	08/10/23	3.36%	2,000,000	5,566	2,020,885
Bank United	12 Months	08/16/23	2.42%	1,004,118	2,007	1,011,193
Bank United	12 Months	08/16/23	2.42%	1,004,118	2,007	1,011,193
US Century Bank	13 Months	09/22/23	2.71%	2,500,000	5,604	2,518,632
<b>Subtotal</b>				<b>\$ 16,415,423</b>	<b>\$ 35,771</b>	<b>\$ 16,550,932</b>

### Investment Accounts:

Synovus - Public Demand	2.00%	\$ 12,186	\$ 7,419,540
Bank United - Public Funds Reserve	3.44%	5,402	\$ 2,011,564
Florida Prime - SBA	3.94%	6,529	2,025,138
<b>Subtotal</b>		<b>\$ 24,117</b>	<b>\$ 11,456,242</b>

### Checking Account:

SunTrust-Hybrid Business Account	1.95%	\$ 18,945	\$ 12,354,276
<b>Subtotal</b>		<b>\$ 18,945</b>	<b>\$ 12,354,276</b>

### Brokerage Accounts:

			Gain/Loss	
Vanguard GNMA ADM	-13.73%	\$ 293,082	(35,392)	\$ 257,690
Vanguard Short-Term Treasury	-3.83%	1,834,667	(67,724)	1,766,943
Vanguard Short-Term Inflation	-8.80%	131,616	(10,649)	-
U.S. Treasuries - Due 11/22/22	2.57%	99,279	721	-
U.S. Treasuries - Due 11/25/22	2.78%	496,553	3,447	-
U.S. Treasuries - Due 12/01/22	2.68%	496,313	3,639	499,951
U.S. Treasuries - Due 12/20/22	3.07%	506,564	3,431	509,995
U.S. Treasuries - Due 12/22/22	3.33%	128,917	810	129,727
U.S. Treasuries - Due 03/14/23	4.38%	498,712	133	498,845
U.S. Treasuries - Due 05/25/23	4.69%	1,231,427	735	1,232,162
Charles Schwab Bank Sweep			3	2,037
<b>Subtotal</b>		<b>\$ 5,717,130</b>	<b>\$ (100,846)</b>	<b>\$ 4,897,350</b>

<b>Total</b>		<b>\$ (22,013)</b>	<b>\$ 45,258,800</b>
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Average weighted rate of return on investments is: 2.22%

As of 11/30/22:

3 month Short Term Bond: 4.27%

1 month Federal Fund Rate: 3.83%

James D. Snyder  
CHAIRMAN

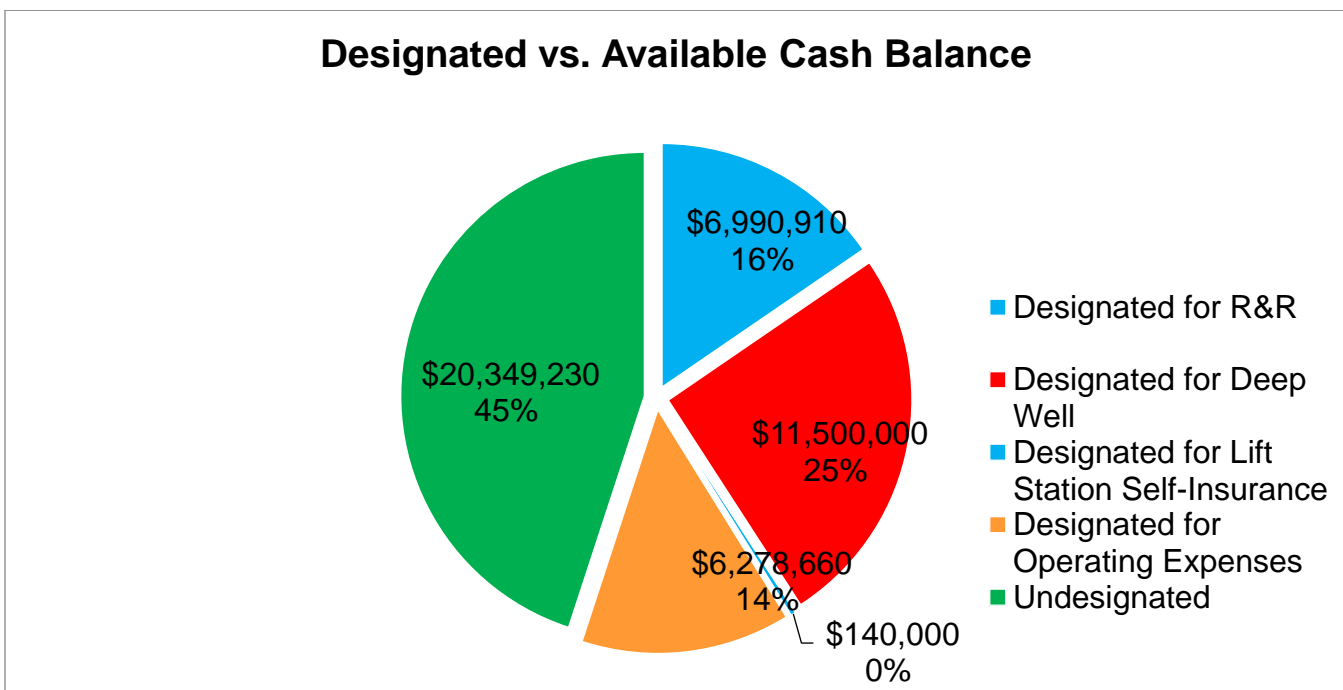
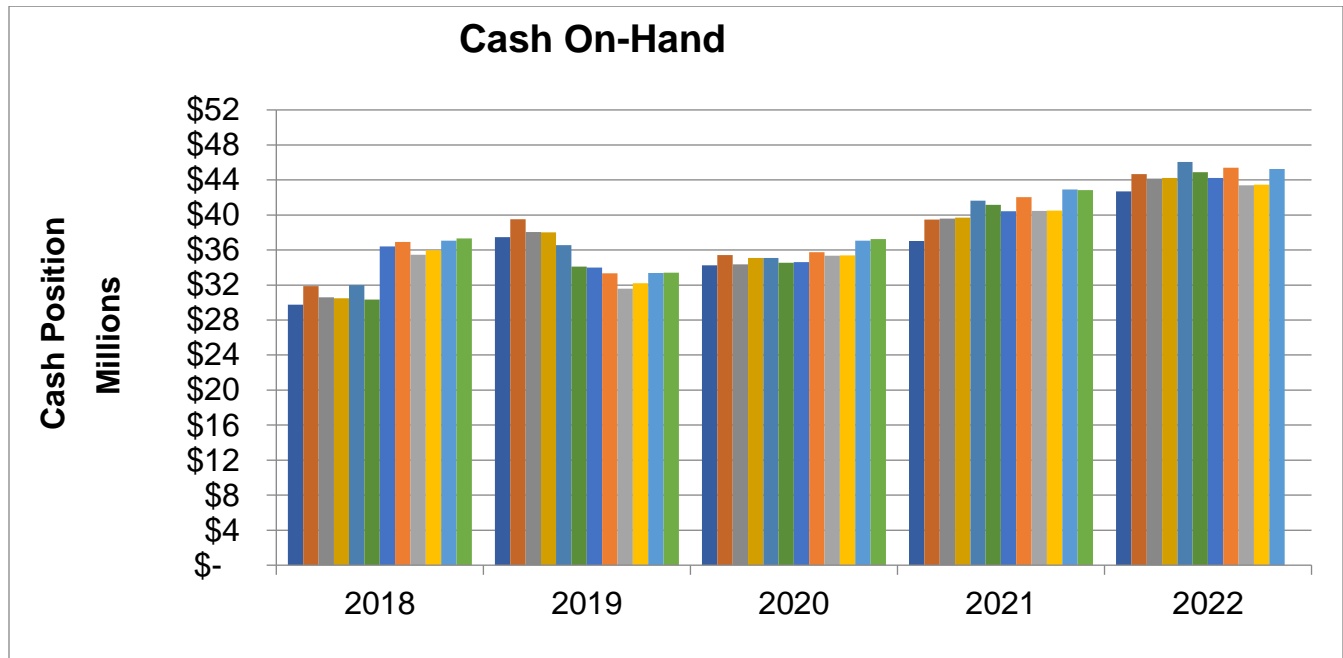
Stephen B. Rockoff  
BOARD MEMBER

Dr. Matt H. Rostock  
BOARD MEMBER

Gordon Boggie  
BOARD MEMBER

The bond funds in the District brokerage accounts are still underperforming 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 November 2021 was \$42,924,083. Current Cash position is up by \$2,334,717.



#### Financial Information

- Legal Fees billed in November were \$3,335. The fiscal year-to-date total is \$18,275.
- Estoppel fees collected in November totaled \$4,415. The fiscal year-to-date total is \$9,510.
- There was no Septage billing for the month of November.
- Developer's Agreement – There were no new Developer Agreements.
- I.Q. Water Agreements – Canterbury is past due for October and November, Abacoa Golf Course, Abacoa Plaza, Fairways of Jupiter and Tuscany are past due for November.



## Summary of Budget vs. Actual

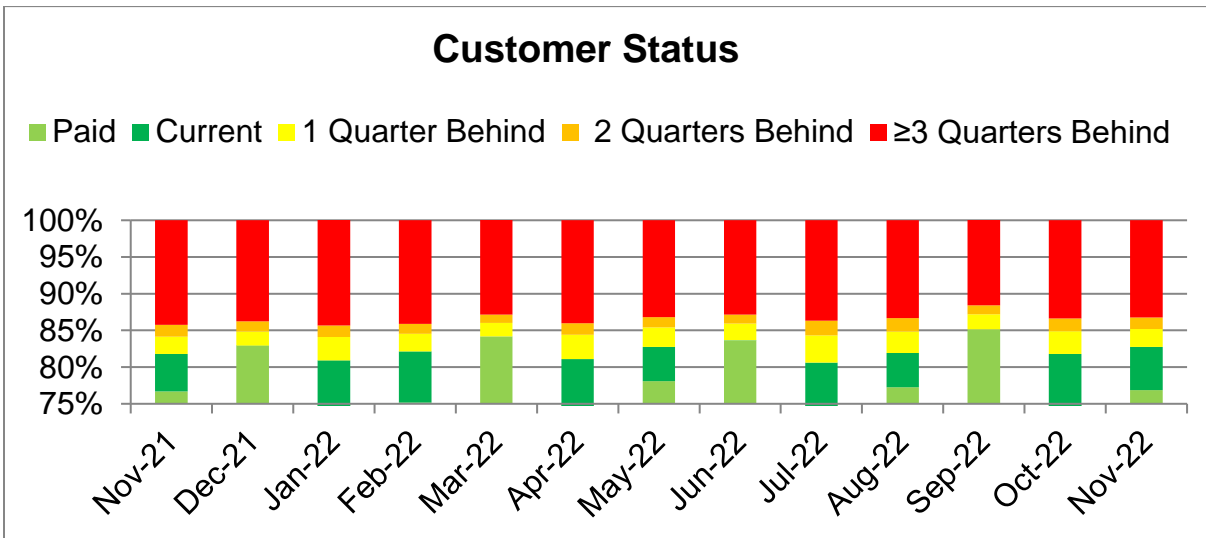
*Budget Benchmark*  
16.67%

	Nov-22 Actual	YTD Actual	FY 23 Budget	Favorable (Unfavorable)	Budget Expended	Nov-21 YTD
<b>Revenues</b>						
<b>Operating Revenues</b>						
Regional Sewer Service	\$ 1,461,073	\$ 2,922,769	\$17,501,000	\$ (14,578,231)	16.70%	\$2,815,866
Standby Sewer Service	8,919	17,839	108,000	(90,161)	16.52%	18,990
IQ Water Charges	194,562	388,821	2,352,000	(1,963,179)	16.53%	381,573
Admin. and Engineering Fees	1,844	3,131	63,000	(59,869)	4.97%	2,639
Other Revenue	21,615	76,813	516,265	(439,452)	14.88%	60,530
<b>Subtotal Operating Revenues</b>	<b>1,688,013</b>	<b>3,409,373</b>	<b>20,540,265</b>	<b>(17,130,892)</b>	<b>16.60%</b>	<b>3,279,598</b>
<b>Capital Revenues</b>						
Assessments	\$ 362,766	\$ 379,727	1,411,000	(1,031,273)	26.91%	274,302
Line Charges	10,319	18,352	465,000	(446,648)	3.95%	12,555
Plant Charges	36,489	54,219	686,000	(631,781)	7.90%	72,876
Capital Contributions			140,000	(140,000)	0.00%	
<b>Subtotal Capital Revenues</b>	<b>409,574</b>	<b>452,298</b>	<b>2,702,000</b>	<b>(2,249,702)</b>	<b>16.74%</b>	<b>359,733</b>
<b>Other Revenues</b>						
Grants						
Interest Income	283,592	348,779	560,700	(211,921)	62.20%	155,369
<b>Subtotal Other Revenues</b>	<b>283,592</b>	<b>348,779</b>	<b>560,700</b>	<b>(211,921)</b>	<b>62.20%</b>	<b>155,369</b>
<b>Total Revenues</b>	<b>\$ 2,381,179</b>	<b>\$ 4,210,450</b>	<b>\$ 23,802,965</b>	<b>\$ (19,592,515)</b>	<b>17.69%</b>	<b>\$ 3,794,700</b>
<b>Expenses</b>						
Salaries and Wages	\$ 556,433	\$ 820,907	\$7,381,800	\$ 6,560,893	11.12%	\$732,982
Payroll Taxes	39,265	58,161	530,500	472,339	10.96%	52,190
Retirement Contributions	77,833	114,746	1,107,000	992,254	10.37%	100,031
Employee Health Insurance	120,395	250,077	1,542,500	1,292,423	16.21%	228,725
Workers Compensation Insurance		29,895	77,800	47,905	38.43%	28,502
General Insurance		226,396	423,520	197,124	53.46%	200,336
Supplies and Expenses	55,258	232,224	1,105,382	873,158	21.01%	197,854
Utilities	164,291	194,670	1,555,116	1,360,446	12.52%	207,415
Chemicals	56,796	74,316	634,000	559,684	11.72%	44,233
Repairs and Maintenance	74,045	336,103	1,940,780	1,604,677	17.32%	437,950
Outside Services	133,947	263,631	2,312,578	2,048,947	11.40%	351,321
Contingency			225,000	225,000	0.00%	
<b>Subtotal Operating Expenses</b>	<b>1,278,263</b>	<b>2,601,126</b>	<b>18,835,976</b>	<b>16,234,850</b>	<b>13.81%</b>	<b>2,581,539</b>
<b>Capital</b>						
Capital Improvements	\$ 454,890	\$ 492,014	12,741,414	12,249,400	3.86%	210,366
<b>Subtotal Capital</b>	<b>454,890</b>	<b>492,014</b>	<b>12,741,414</b>	<b>12,249,400</b>	<b>3.86%</b>	<b>210,366</b>
<b>Total Expenses</b>	<b>\$ 1,733,153</b>	<b>\$ 3,093,140</b>	<b>\$ 31,577,390</b>	<b>\$ 28,484,250</b>	<b>9.80%</b>	<b>\$ 2,791,905</b>
<b>Excess Revenues</b>						
<b>Over (Under) Expenses</b>	<b>\$ 648,026</b>	<b>\$ 1,117,310</b>	<b>\$ (7,774,425)</b>	<b>\$ 8,891,735</b>		<b>\$ 1,002,795</b>

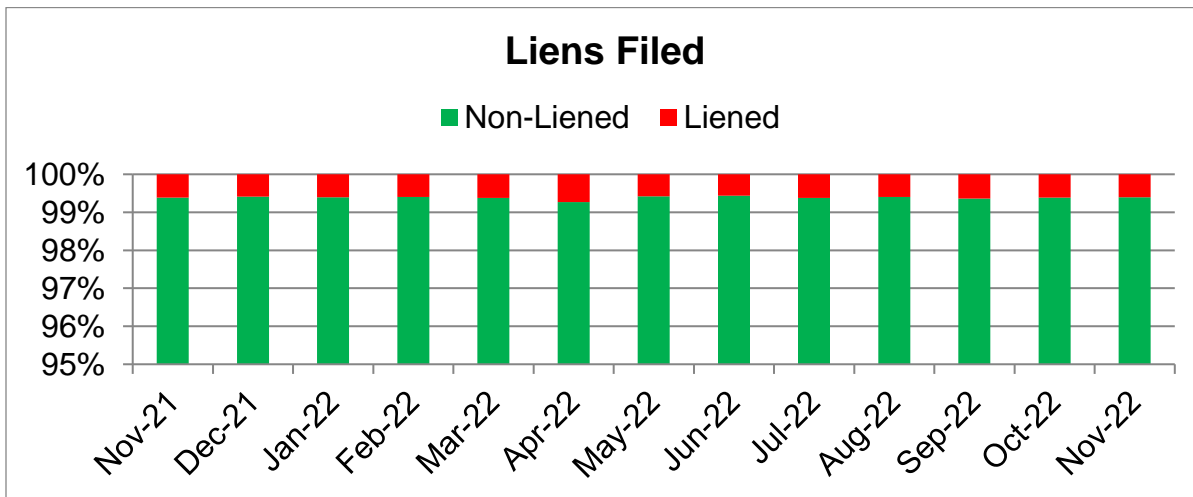
Total Capital expenses incurred and encumbered totalled \$11,583,728 or 95% of the capital budget. This includes funds encumbered in a prior fiscal year for projects that stretch across multiple fiscal years.

## Accounts Receivable

The chart below illustrates customers' receivable status as a percentage of quarterly sewer billing. Paid or current balances represent approximately 83% billing.



The District serves approximately 33,185 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.
- Turtle Creek Sub-system 2 & 3 – The District's contract legal counsel, Delaparte and Gilbert, has sent formal notice of latent defects to the Contractor. The Contractor has responded that they will mobilize in January 2023 to correct paving issues found by Martin County.

## **Retirement Plan Administrative Committee Update**

On December 6, 2022, the Retirement Plan Administrative Committee met in the Governing Board room to discuss the Third Quarter Retirement Plan results. As of September 30, 2022, the Plan had 85 participants with participant assets totalling \$9,868,128. The majority of the Plan's balance continues to be in the Self-directed Brokerage accounts (64.9%); however, that percentage is expected to decline with new contributions coming in and going to the funds in the Core Line-up. Four funds are on the watch list due to long-term performance being below the index and median of the peer group for the 3 and 5-year periods. The most notable of these are T. Rowe Price Growth Stock, which has been on the list since the fourth quarter of 2021 and American Funds Washington Mutual R6, which was previously on the watch list from the third quarter of 2020 to the second quarter of 2022. The Administrative Committee talked in detail about the performance of these funds and recognized that while these funds are flagged for review, we have deemed the funds to still meet the fundamental credentials of the investment line up.

The Administrative Committee discussed limiting participant risk exposure by prohibiting certain Exchange Traded Funds (ETF) and updating the language to the Retirement Plan Investment Policy to reflect this limitation.



# 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

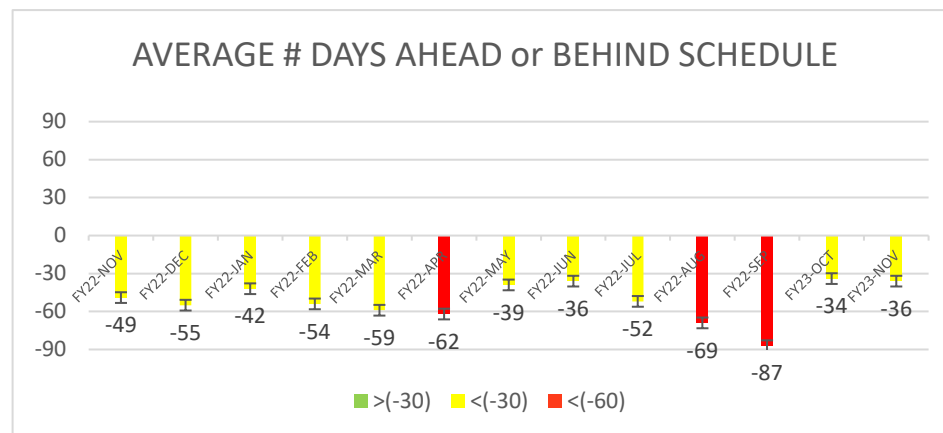
[loxahatcheeriver.org](http://loxahatcheeriver.org)

## MEMORANDUM

TO: D. Albrey Arrington, Ph.D., Executive Director  
FROM: Kris Dean, P.E., Deputy Executive Director/Director of Engineering Services  
DATE: December 8, 2022  
SUBJECT: Capital Program and Engineering Services Report

### Capital Projects

*Capital Schedule (FLOAT = -36 Days)*



Notable delays to the Capital Program are listed below.

**R22005 & R22011 - Fleet Vehicle Purchases** - Staff are still awaiting delivery of a crane truck and a vacuum/line washing truck. These two important pieces of equipment are 7 and 5 months behind schedule respectively and contribute significantly to the negative float. The vacuum truck is scheduled for delivery in early January. The crane truck is being cancelled and re-ordered under a new contract because it is no longer available under the previous contract. See Tab 5D for more information.

**N21002 - Science Center at JILONA** – The construction contract for this project is scheduled for award at the January Board. It is currently 12 months behind schedule.

James D. Snyder  
CHAIRMAN

Gordon M. Boggie  
BOARD MEMBER

Stephen B. Rockoff  
BOARD MEMBER

Dr. Matt H. Rostock  
BOARD MEMBER

Award of the construction contract will reset the schedule and align the project with this year’s budget.

**N21004 – Master Lift Station Traveling Bridge Crane** – The contractor is currently onsite resolving punch list items that have lingered for over 4 months. We anticipate these being resolved and the project completed by the end of December.

The overall negative (-) float is attributed to the following causes:

Construction Delays:	36%
Supply Chain Issues:	28%
Design/Permit/Bid:	24%
Late Start:	12%
Planning Contracts:	0%

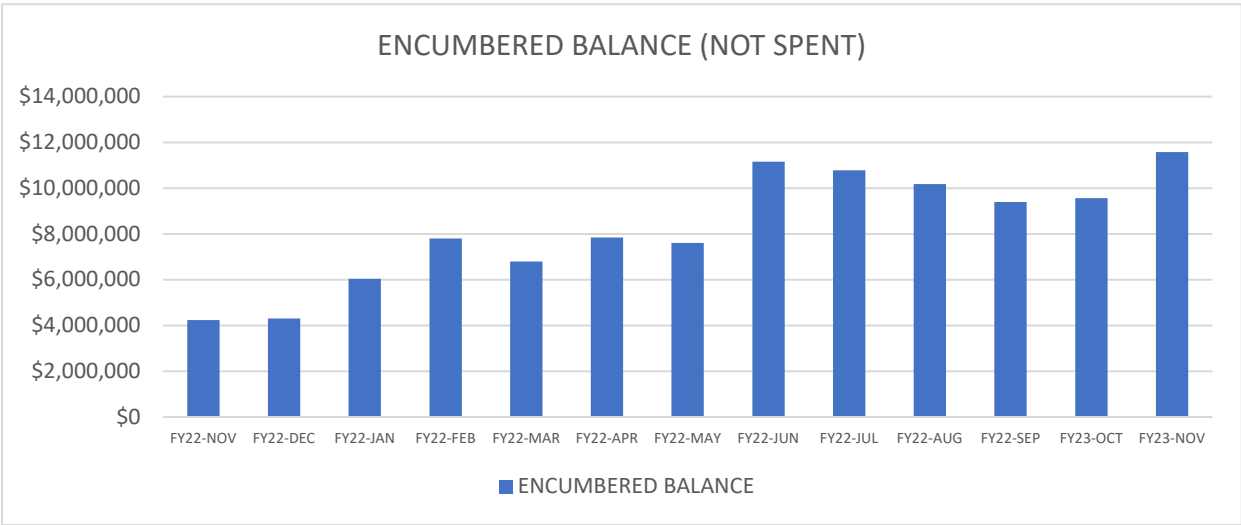
Construction delays have the largest impact to the negative float (36% from 6 projects total). Staff have worked with 4 projects to implement recovery schedules with project completion by the end of 2022. Staff are working on recovery plans with the contractor and consultant on the remaining two projects (LS082 Conversion and IQ511 Pump Station Piping Improvements).

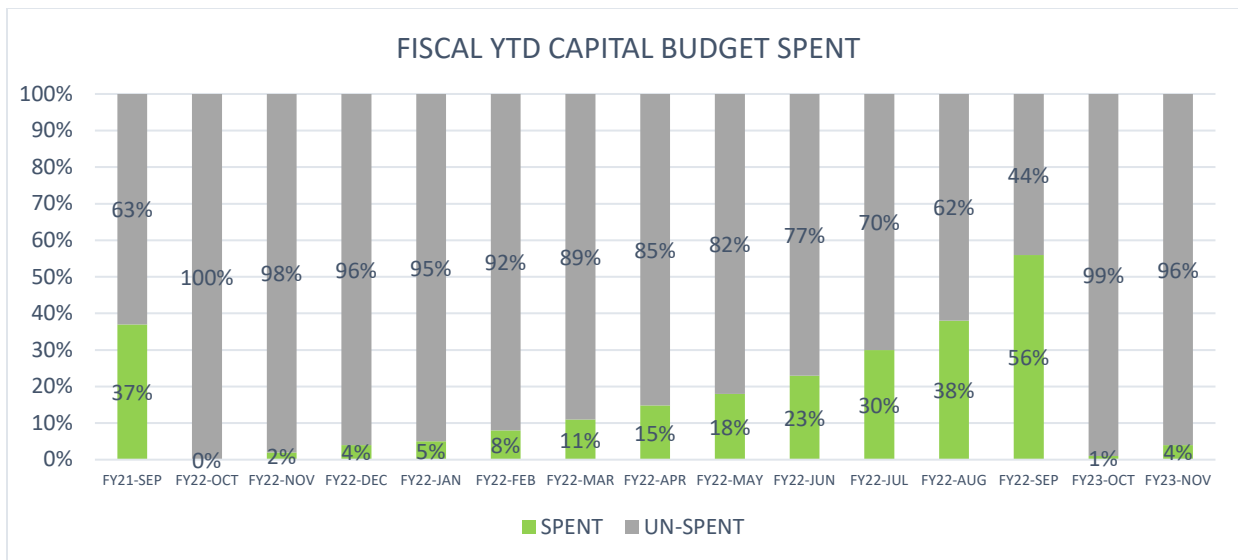
Supply chain issues (see discussion on Fleet Vehicle Purchases above) also have a significant impact to the negative float (28% from 3 projects total). As staff move forward, more consideration will be given to procurement of materials and equipment at the earliest possible time through direct purchase by owner as opposed to including in the construction contract. Staff are also looking at alternatives to standard materials and equipment that may be more readily available.

Design/Permit/Bid also have a significant impact to the negative float (25% from 1 project total). Staff and the consultant have scheduled this project (Science Center at JILONA) for Award at the January Board.

**Capital Budget**

Encumbered Balance (unspent encumbered funds) increase over November with award of the gravity system rehabilitation lining contracts. Additionally please note, the September 2022 budget spent has been updated to reflect billing to date through 9/30/2022.





## Project Updates

***Science Center and Jupiter Inlet Lighthouse Outstanding Natural Area (aka: BLM House Renovations):*** The consultant is working on comments to the 100% plans and specifications. Staff have pushed bidding another month which is resulting in a 2 month delay on award of the project.

Advertise: 11/7/2022

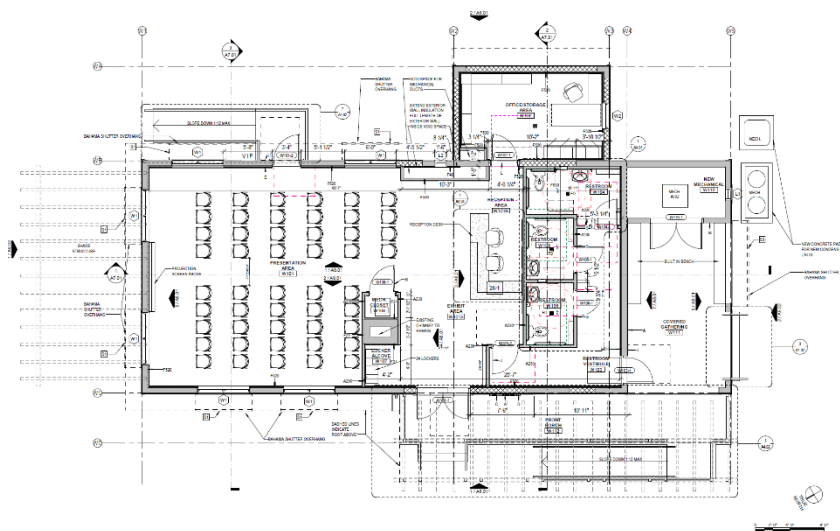
Pre-Bid Meeting: 11/29/2022

Bids Due: 12/13/2022

Bonds Due: 12/15/2022

Recommendation of Award due:  
1/5/2022

Award: 1/17/2023



***2500 Jupiter Park Drive Site Planning:*** Since the presentation to the Board in May of this year, staff and the consultant have continued to make progress on the massing study, architectural programming, potential treatment facility footprint and security review. Once these components are complete staff will provide revised site plans for Board discussion and consideration.

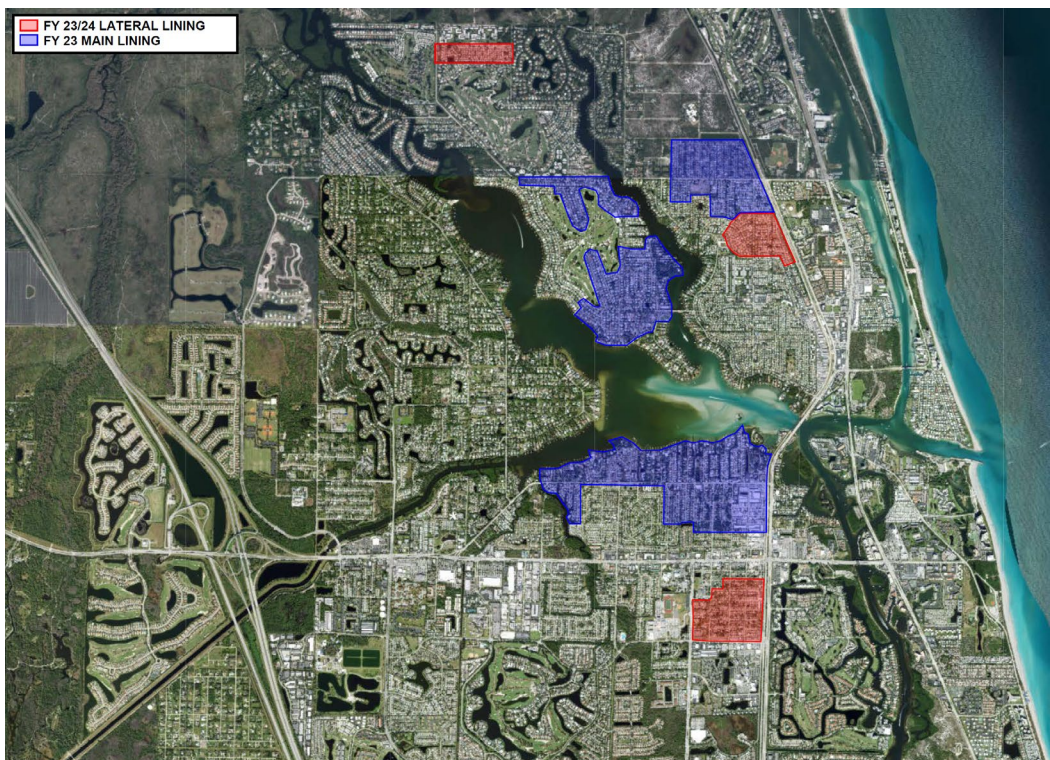




**20 Acre Site Planning & Design:** Since the presentation to the Board in June of this year, the consultant is proceeding with the conceptual master plan development including preliminary civil, electrical and schematic floor plans based on the presented site plan. This will be followed by completion of the Final Conceptual Master Plan, currently scheduled for January 2023.

## In-house Projects

### *Gravity System Rehabilitation – Cleaning, TV Inspection and Lining:*



Main lining work is complete in LS018 and LS054 and completion of LS041 is anticipated in December 2022.

The Board awarded lateral lining contracts for LS018, LS041 and LS054 in November 2022. This work is scheduled to commence in April 2023.

The Board also awarded a main lining contract for LS050 in November 2022. A preconstruction meeting is scheduled for December 21, 2022 and work is scheduled to commence in January 2023.

This month staff are recommending award of another main lining contract for LS070 and LS071 Systems and anticipate a final main lining contract for the Center Street corridor in January 2023. If both additional contracts are awarded, all scheduled lining work through FY2024 will be contracted.



### *Lift Station Rehabilitations General Construction Services:*

Lift Station	Inspection	Design	Procurement	Construction
064	COMPLETE	COMPLETE	IN-PROCESS	-----
095	COMPLETE	IN-PROCESS	-----	-----
131	COMPLETE	COMPLETE	IN-PROCESS	-----
163	COMPLETE	COMPLETE	IN-PROCESS	-----
174	COMPLETE	COMPLETE	IN-PROCESS	-----
210	COMPLETE	COMPLETE	IN-PROCESS	-----
211	COMPLETE	COMPLETE	IN-PROCESS	-----
233	COMPLETE	COMPLETE	IN-PROCESS	-----
242	COMPLETE	COMPLETE	IN-PROCESS	-----
266	COMPLETE	COMPLETE	COMPLETE	IN-PROCESS

### *Neighborhood Sewering/Remnant Properties:*

*5331 Center St.:* Design is complete for 5331 Center Street. Project is awaiting permit approval from Palm Beach County Roadway. This project includes a single service to be installed in easements coordinated by the property owner. Staff are coordinating with the contractor for a construction schedule.

*18041 and 18049 69<sup>th</sup> Terrace:* The property owner at 18041 69<sup>th</sup> Terrace provided easements and requested staff install sewers to a proposed two-unit residential project. Design and permitting are complete. This project includes a double service to be installed in easements. Staff are coordinating with the contractor for a construction schedule.

*18150 SE Wooden Bridge Lane:* Design and permitting are complete for 18150 SE Wooden Bridge Lane. The project includes a single service to be installed in the right of way. Staff are coordinating with the contractor for a construction schedule.

*109-111 Old Jupiter Beach Road:* Design is complete for 109-111 Old Jupiter Beach Road. The project includes two services and low-pressure force main to be installed in existing roadway ingress/egress easement. Homeowners were provided information on 9/22/21 and 7/13/22, but no response has been provided. Project is on hold.

*Island Way LPSS:* Design is in process. The project includes two services and low-pressure force main to be installed in the right of way.

*Other:* Staff are working with IT and customer service to confirm remnant sewerage and update priority listing based on property access rights.

### Statutory Way of Necessity:

**Jamaica Drive Low Pressure Sewer:** Over the last two years staff have 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.

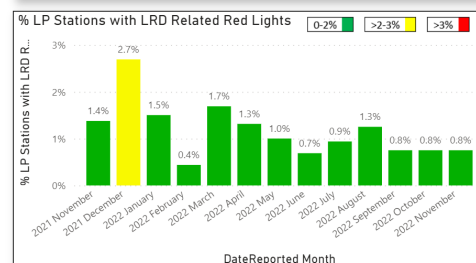
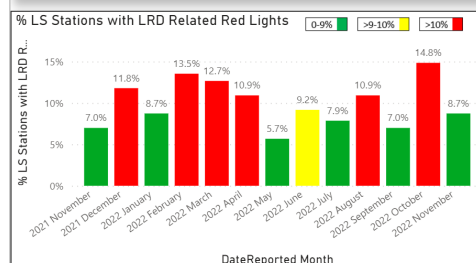
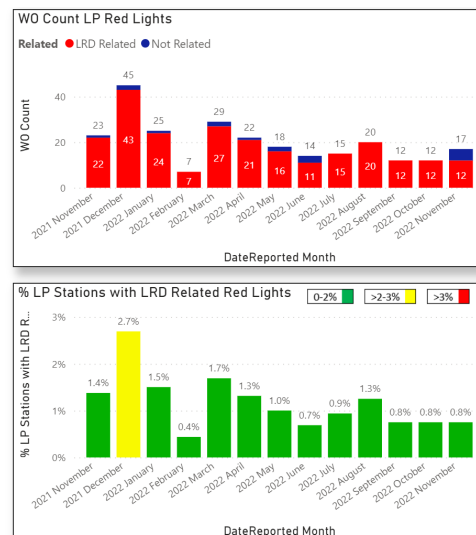
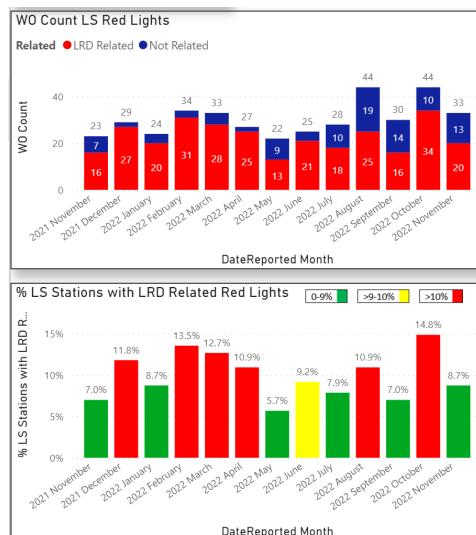
Agreements are in place. Staff are coordinating with the contractor for final pricing.



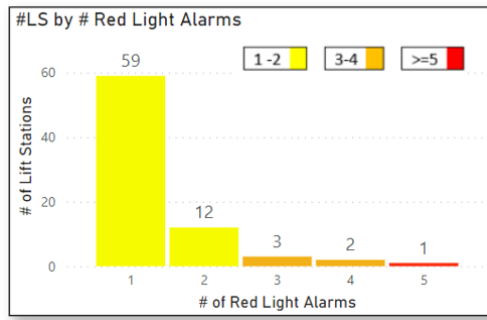
## COLLECTIONS AND REUSE

**Lift Station Red Lights:** This month the system experienced 56 total red lights. 33 lift station red lights (with 5 stations experiencing multiple red light events) and 17 low pressure red lights (with 1 station experiencing multiple red light events).

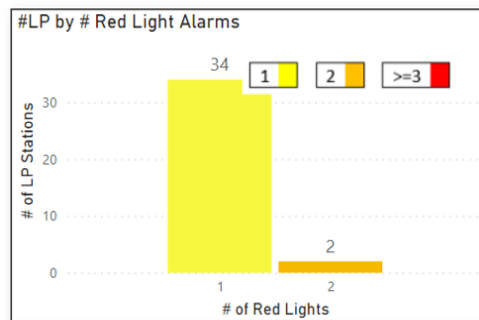
Work Order counts due to red lights exclude red lights due to FP&L power failure since staff have no mechanism to impact FP&L performance during inclement weather or other power outages. Staff continue to include FP&L power outages in the 3-month rolling average for repeat stations and work order counts to facilitate FPL coordination on problem areas and potential use of portable standby power to ensure continuity of service.



September 2022 - November 2022



September 2022 - November 2022



**Air Release Valves:** The ARV evaluation process has identified 417 ARVs with 112 out of service. 30 of the out of service ARVs are planned for removal and 29 are scheduled for repairs. The remaining 53 ARVs are under evaluation.

Out of Service

112

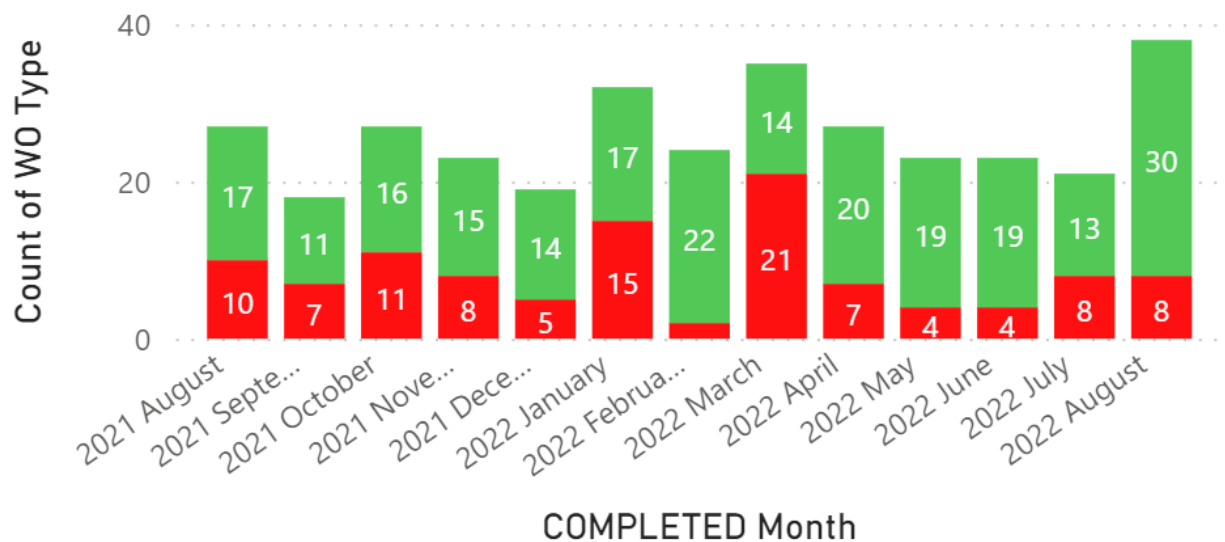
386

ARV Count

**Wet Well Cleaning:** Unscheduled wetwell cleanings totaled 8 for the month.

# OF STATIONS PER MONTH

WO Type ● CM ● PM



## UNAUTHORIZED DISCHARGES (fka SANITARY SEWER OVERFLOWS)

There were 2 unauthorized discharges in the collection-transmission-distribution system this month.

On November 18, 2022, the District had an unauthorized discharge of 0.2 gallons (26 ounces) of sewage at a private residence low pressure system emergency tap assembly (LP0313-SEA) located on Penn Trail, Jupiter, FL. The unauthorized discharge was caused by a failed PVC low-pressure ball valve. The unauthorized discharge was stopped by isolating and disabling the private residence low-pressure system until repairs could be made. The unauthorized discharge was absorbed into the soil. The affected area was disinfected with lime. No known storm drains or bodies of water were affected.

On November 18, 2022, the District had an unauthorized discharge of thirty gallons of sewage at three separate manholes located on Jupiter Lakes Villas, Jupiter, FL. The unauthorized discharge was caused by foreign debris blocking the gravity main (LS015-GL34). Each manhole (LS015-MH20, LS015-MH34, & LS015-MH36) had an unauthorized discharge of ten (10) gallons. The unauthorized discharges were stopped by clearing the blockage until the foreign debris could be physically removed from gravity system. Of the unauthorized discharge twenty gallons was absorbed into the soil in the immediate areas around the LS015-MH20 & LS015-MH34 and ten (10) gallons evaporated on the asphalt in the area around LS015-MH36. The affected areas around LS015-MH20 & LS015-MH34 were disinfected with lime. The affected area around LS015-MH036 was cleaned with approximately 300 gallons of potable water of which 300 gallons was recovered with a vacuum truck. The area was then disinfected with lime. No known storm drains or bodies of water were affected.





# LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

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FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

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

## MEMORANDUM

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

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

DATE: December 9, 2022

SUBJECT: November 2022 Operations Department Monthly Report

### Treatment Plant Division/Maintenance Department

Overall, the month of November was productive with all monthly reports prepared and submitted on time. There were no permit exceedances this month. The treatment plant generally operated efficiently and met all treatment objectives. During the month, influent flows to the plant were on the same order of magnitude as the previous month. The plant did not experience any unauthorized discharges during the month of November.



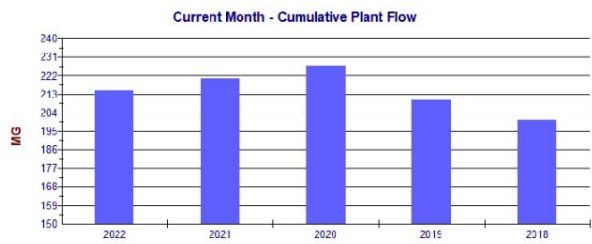
James D. Snyder  
CHAIRMAN

Gordon M. Boggie  
BOARD MEMBER

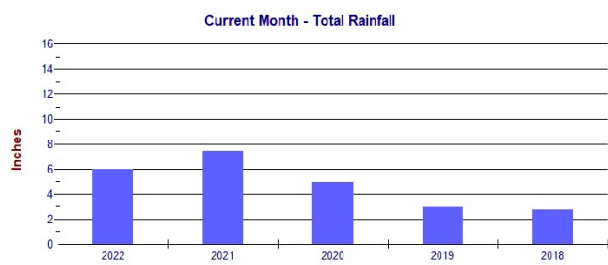
Stephen B. Rockoff  
BOARD MEMBER

Dr. Matt H. Rostock  
BOARD MEMBER

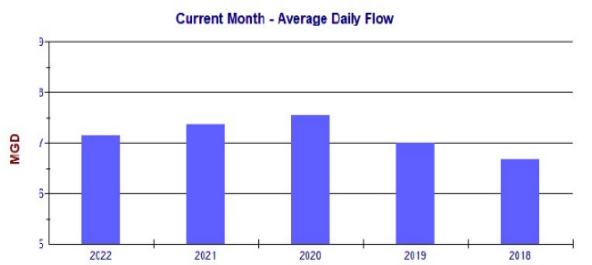
Graphical summaries of the plant flows and rainfall during the month of November, including comparisons with plant flows during the previous month (i.e., October 2022), are presented below.



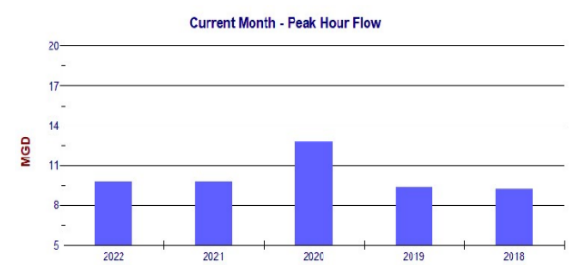
The Cumulative Influent Flow to the plant for the month of November was 214.61 million gallons. This is slightly greater than the October flow of 212.95 million gallons.



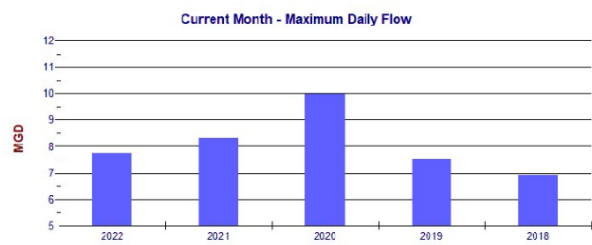
6.00 inches of total rainfall was recorded at the plant site during the month of November. This is greater than the October rainfall recorded of 3.16 inches.



The Average Daily Flow (ADF) for the month of November was recorded at 7.15 MGD compared to 6.87 MGD during the month of October and 7.36 MGD during November 2021.



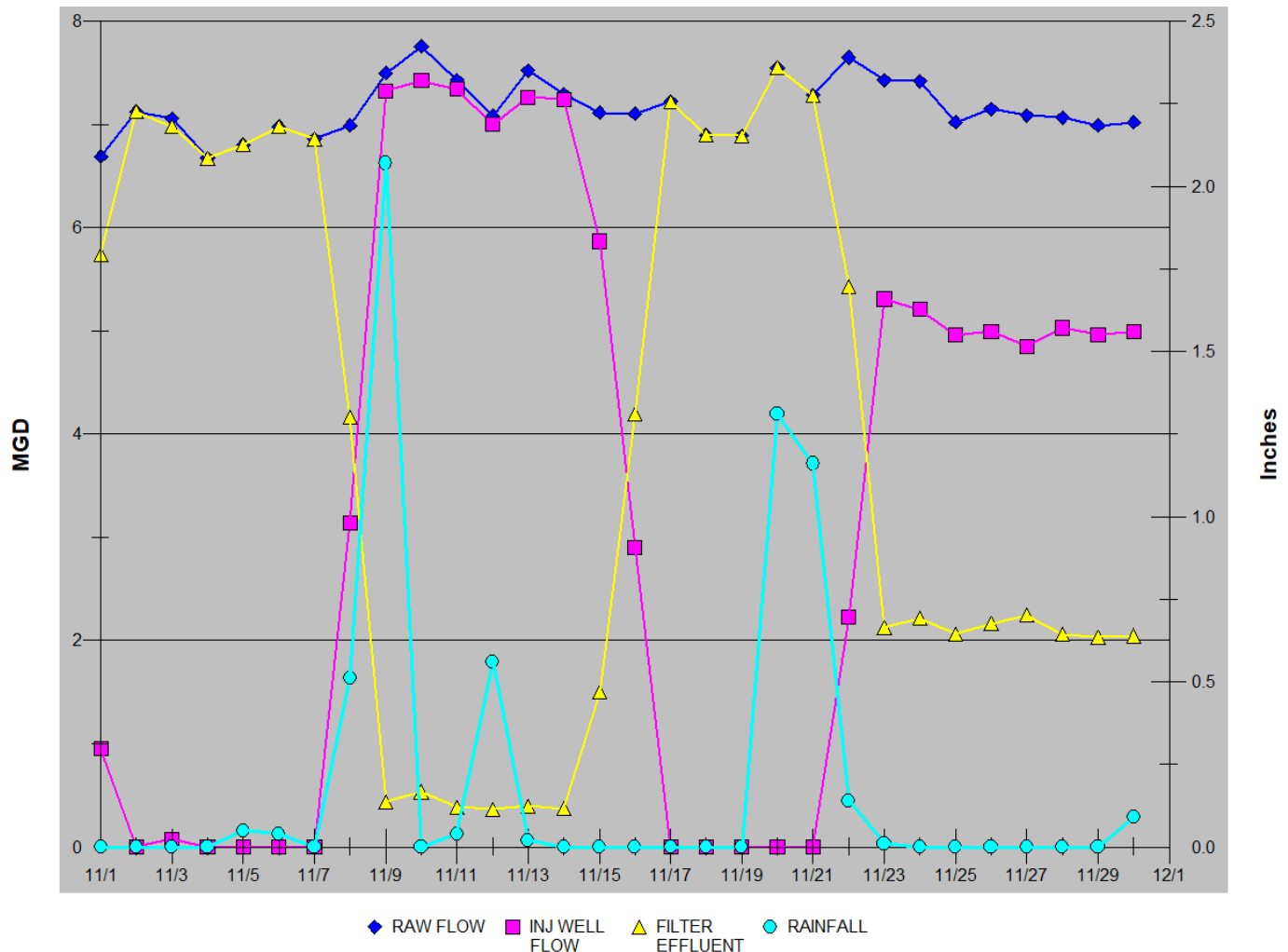
The Peak Hour Flow (PHF) for November was 8,701 GPM which equates to an equivalent daily rate of 9.80 MGD. This is a significantly less than the PHF for October of 8,701 GPM (12.53 MGD).



The Maximum Daily Flow (MDF) in November was 7.75 MGD. This is slightly less than the MDF for October of 8.39 MGD.



For the month of November, 54.85% or 117.72 MG of the cumulative influent flow to the plant 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 99.06 MG of blended effluent was diverted to the Deep Injection Well. The plant delivered a total of approximately 133.77 million gallons of IQ water to the reuse customers during the month of November.



Year to date (i.e., Calendar Year 2022), approximately 78.58% of all influent flow to the plant was treated and available for reuse as IQ water. The total volume of IQ water distributed to reuse customers for the year stands at 2,086.04 million gallons.

**All monthly reporting was submitted on time.**

## **Treatment Plant:**

Operations Staff continued to perform routine monitoring, sampling and general maintenance of equipment and structures. Staff also completed and/or assisted with special projects during the month including the completion of electrical improvements associated with the IQ-511 Improvements. The project, which includes the facility and infrastructure modifications necessary to divert IQ water from the stabilization ponds directly to the IQ-511 wet well (vs. routing through IQ Storage Lake No's 1 through 4) during periods of drought, required electrical upgrades within plant Electrical Room No. 2. The electrical upgrades included the replacement of an existing service breaker within Motor Control Center (MCC) No. 12. The service breaker needed to be upsized to account for the higher electrical load requirements following the installation of a motor operated slide gate at B-Structure. The slide gate was installed to provide a means to remotely divert IQ from B-Structure, which is located immediately downstream of the stabilization ponds, to IQ-511. In general, MCC's are groupings of breakers and starter units for various loads (i.e., equipment including pumps, drives, blowers, etc.) which are physically located in close proximity in a common enclosure. MCC-12 is an older style of MCC which needs to be shut down and deenergized in order to perform these types of electrical equipment upgrades. Operations Staff worked closely with Engineering and the Contractor to prepare a System Shutdown and Bypass Plan in accordance with District procedures which would minimize the impacts on plant operations and establish detailed steps for the completion of the work.

### EXHIBIT D

#### DISTRICT WASTEWATER MANAGEMENT / SPILL RESPONSE

1. 10/31/22 Collections must turn MLS#1 low run "OFF" for 11/1/22.
2. Place ice bag in Chlorine Contact Chamber (CCC) autosampler.
3. Remove 9:00 A.M. Deep Bed Filter (DBF) backwash from schedule.
4. Maintain Equalization (EQ) tank level between 2-3' by 7:00 A.M. 11/1/22
5. Manually close EQ influent gate via SCADA to 0% to stop flow to EQ tanks. All headworks influent flow will now be diverted to the aeration basin. Extreme caution will be needed to manage flow rate to DBF and effluent chlorine dosage based on influent flume flow meters which will be extremely variable.
6. Deenergize and apply LO/TO on EQ influent gate actuator.
7. Turn generator on for A-Structure VFD, ensure breaker is closed.
8. Close double throw breaker for A-Structure VFD to generator. Apply LO/TO to center breaker throw to not allow FPL breaker to be closed.
9. Turn plant service water pumps off via SCADA.  
Turn A-Structure service water pump on in hand at VFD, adjust potentiometer to maintain 70-80 PSI on plant NPW service water PSI meter. Check analog PSI gauge often.
10. Shut off all EQ return and mixing pumps via SCADA. Once aerbay flows have stabilized, turn ER#2 over to Hinterland Group to allow them to start work by 8:00 A.M. 11/1/22.
11. Once power to ER#2 has been shut off and locked out by Hinterland Group, begin hourly grabs on the following CCC pH, CCC CL2, and CCC TSS. Log entries in HACH logbook and plant intranet page hourly grab excel log. Shut off both HACH CCC CL2, and Cerlic TSS analyzers.
12. Once Hinterland Group has completed ER#2 electrical tie-in, verify PLC is transmitting data to SCADA if so move on to item #13.
13. Shut A-Structure pump VFD off, turn plant service water pumps in automatic via SCADA, ensure one pump turns on.
14. Shut generator for A-Structure VFD off, close double throw breaker for A-Structure VFD to FPL. Apply LO/TO too center breaker throw to not allow generator breaker to be closed.
15. Reset CCC autosampler program.
16. Remove LO/TO from EQ influent gate actuator and energize.
17. Place EQ gate in automatic via SCADA.
18. Place all EQ return pumps in automatic and turn on two EQ mixing pumps in hand via SCADA.
19. Monitor plant hydraulic flow, and chlorine dosage.
20. Ensure all hourly grabs entered in HACH logbook and plant intranet page hourly grab excel log.
21. Collections may turn MLS#1 low run back on.

## **ER-2 Electrical Upgrades Wastewater Management Plan Details**

The plan anticipated that critical plant equipment including the equalization return/mixing system, process water pumps, Clarifier No. 4 drive, Waste Activated Return (WAS) Pump No. 4 and Plant Lift Station No. 4 would be out of service for up to 4-hours. As a result of advanced planning and execution of the detail plan and procedures the work was performed in under two hours with no discernible impacts to plant operations.

As everyone is aware, the District service area was affected by Hurricane Nicole in early November. Due to the projected storm path and the anticipated strength of the storm the District's Emergency Operations Conditions (EMCONs) were implemented which included the activation of the Operations Hurricane Team. The Operations Hurricane Team includes a group of highly skilled District employees (Team of 10) who physically "ride out" the storm at the wastewater treatment plant to ensure continued operation of the treatment plant leading up to, during and immediately following any storm event. One important step performed as part of EMCON-3, which are implemented within storm conditions are anticipated within 24-hours, is the activation of the KIRK Key system. The activation of the KIRK key electrical interconnection system is critical to ensuring that the District's WWTP remains fully functional during severe weather events. When activated for storm events, the KIRK key provides a means to segregate the plant electrical loads to provide backup power, via plant Main Generator No. 1, to critical loads at the plant in the event of a power loss from Florida Power and Light. Generator No.1 (1,250 kW) is the smaller of the plants two main generators. Under this scenario, the larger main Generator No. 3 (1,825 kW) is isolated and locked-out during storm events ensuring that it is available for use after the storm has passed. Operations utilized this opportunity to provide re-fresher training of staff regarding the activation of the KIRK Key system by following the written SOP. Lead site electrician, Mr. Bob Ward, led the training exercise during the Kirk Key activation/deactivation before and after the storm event. The training was attended/witnessed by Operations and Maintenance Staff as well as the District's Safety Compliance Officer Mr. Ed Horchar. Overall, the training was well received, and Staff were appreciative of the opportunity to participate.

Lastly, Operations worked to inventory and organize the Operations wet laboratory. This process was spearheaded by the District's Wastewater Treatment Process Technician Billy Slavik. Billy reorganized and labelled equipment and identified specific storage locations in a thoughtful manner. All equipment and consumables used in the laboratory were added to the Operations Laboratory inventory sheet which is maintained on the Operations intranet page for ease of access by Staff. Appropriate inventory reorder levels were also established.



### **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.

Maintenance Team members continued to rehabilitate specific components at Clarifier No. 3. The in-house rehabilitation of specific components has been a significant undertaking by Staff but has resulted in a significant cost savings to the District. The ability to perform this work in-house is truly a testament to the diverse and highly competent skill set of the Maintenance Team. As with many projects completed, the scope of work often times expands as the work is performed. During this month, Staff worked to complete surface preparation of the center column and scum trough. This work was not previously anticipated to be required but upon completion of a detailed inspection it was determined to be warranted.



**Clarifier No. 3 – Surface Preparation and Re-Painting of Center Column and Scum Trough**



During the month of October, Maintenance Team members also worked with a qualified contractor to perform the necessary repairs to the roofing system at the warehouse. The roof was leaking, and significant repairs were determined to be necessary. The roofing system consists of a series of corrugated metal panels which are interconnected and sealed. The work completed included the replacement of a significant portion of panels along the western building perimeter. The work was completed and there have been no reports of leaks since.



#### **Warehouse Building Roof Repairs**

Lastly, the Maintenance Team worked with Operations to install diamond plate covers to protect slab mounted process water piping at the northeast corner of the headwork structure. The process water piping, which provides water service to the headworks odor control unit, has broken on more than one occasion. The plating was fabricated in-house and installed by the Maintenance Team.



# LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

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D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

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

## MEMORANDUM

TO: Albrey Arrington, Ph.D., Executive Director  
FROM: Bud Howard, Director of Information Services  
DATE: December 7, 2022  
SUBJECT: Information Services Monthly Governing Board Update for November 2022

### WildPine Ecological Laboratory

#### Riverkeeper Project

In November, the lab staff and our partners collected 120 water quality samples from 18 monitoring stations throughout the watershed. In addition, a total of 66 fecal indicator bacteria samples were tested in support of additional testing for the weekly bacteria monitoring program and the additional monthly testing in Jones and Sims Creeks.

The overall water quality score for November 2022 was “Fair” with 77% of all samples meeting the EPA/DEP water quality criteria. This was better than last month’s score of 71% but worse than last year’s score of 86% for November (see score card below). We observed some elevated turbidity values, which is a measure of the cloudiness of the water. These observations are consistent with the cloudy water that has been prevalent along the beaches since the high seas associated with tropical disturbances Ian and Nicole, and we had some significant rainfall events that brought increased freshwater flows to the river.

*Total Nitrogen* scored “Good” during November with 100% of sites meeting the water quality criteria. This was identical to last month’s score and better than last year’s score. *Total Phosphorus* scored “Good” with 83% of sites meeting the criteria, which was better than last month’s score of 73%, but down from last year’s 92%. *Chlorophyll*, which has historically good water quality in November, scored “Poor” with 56% of sites meeting the criteria, which was up from last month’s score of 40% but down from last year’s “Good” score of 81%. For the combined *Fecal Indicator Bacteria* (fecal coliforms in all waters, enterococci in marine and brackish waters and *E. coli* in fresh waters), November scored 74%, similar to October’s score of 71%, but down from last year’s “Good” score of 82%.

James D. Snyder  
CHAIRMAN

Gordon M. Boggie  
BOARD MEMBER

Stephen B. Rockoff  
BOARD MEMBER

Dr. Matt H. Rostock  
BOARD MEMBER



11/1/2021

11/30/2022

# 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: &lt; 60%

## Monthly Water Quality Score

November  
2022

**77%**  
Overall

**120**  
Total Samples

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

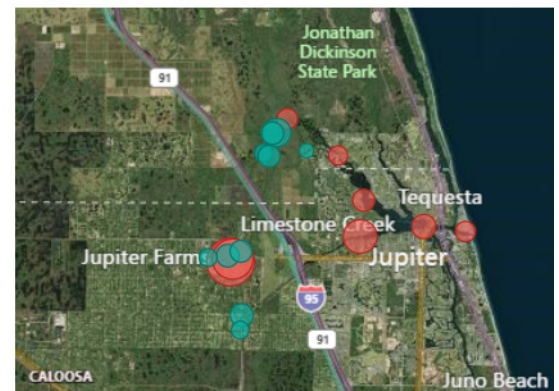
Year	Month	# Samples	Overall Score	# TN Samples	Total Nitrogen Percent Good	# TP Samples	Total Phosphorus Percent Good	# CLA Samples	Chlorophyll Percent Good	# BAC Samples	Bacteria Percent Good
2022	November	120	77%	18	100%	18	83%	18	56%	66	74%
2022	October	160	71%	30	100%	30	73%	30	40%	70	71%
2022	September	104	81%	19	100%	19	95%	19	79%	47	68%
2022	August	162	80%	26	88%	26	88%	26	77%	84	76%
2022	July	159	72%	30	93%	30	70%	30	47%	69	75%
2022	June	123	76%	16	88%	16	75%	16	69%	75	75%
2022	May	119	84%	21	95%	20	85%	20	80%	58	81%
2022	April	147	82%	26	96%	27	81%	27	48%	67	91%
2022	March	123	88%	16	100%	16	100%	16	88%	75	83%
2022	February	153	86%	26	88%	26	88%	26	85%	75	84%
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%
<b>Total</b>		<b>1777</b>	<b>81%</b>	<b>299</b>	<b>95%</b>	<b>299</b>	<b>85%</b>	<b>299</b>	<b>68%</b>	<b>880</b>	<b>79%</b>

## Spatial Distribution of Water Quality Results

In November, Chlorophyll results met the water quality criteria at 10 out of 18 sites. The highest value was observed at WCS2 in Jupiter Farms drainage canal with 36 µg/L. The LRD Lake, which is close to WCS2, had a chlorophyll concentration of 29 µg/L. The other poor-scoring stations were in the estuary, which have very strict water quality standards, with results ranging between 6 µg/L at Station 62 at the Island Way bridge in the NW Fork, and 21 µg/L at Station 72 at the Loxahatchee River Road bridge in the SW Fork.

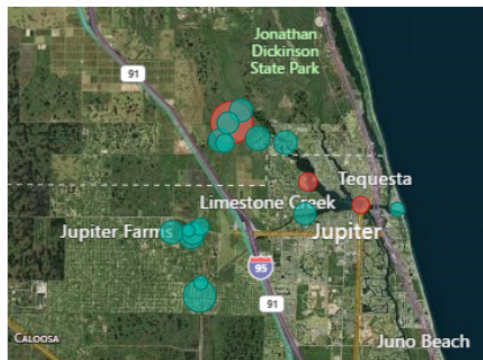
Chlorophyll a (ug/L)

CHL\_Score ● GOOD ● POOR



Total Phosphorus (mg/L)

TP\_Score ● GOOD ● POOR

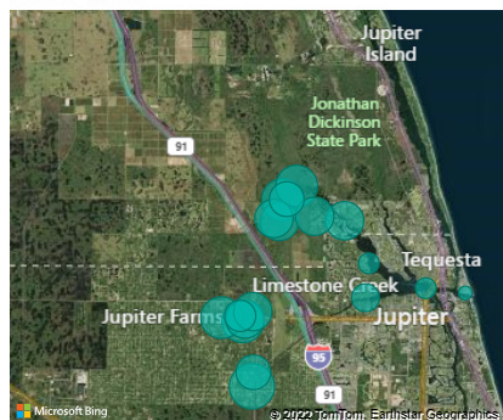


Total Phosphorus (TP) results scored “Good” at 15 out of 18 sites in November. Hobe Grove Ditch (HGD) in the Northwest Fork had the highest phosphorus at 0.13 mg/L, just over the Numeric Nutrient Criteria (NNC) of 0.12 mg/L in freshwater. Stations 60 and 40 also scored poor when compared to their NNC of 0.03 mg/L, both at 0.04 mg/L.

Total Nitrogen results scored “Good” at all 18 sites in November. The highest values were all located out west and tested at around 1 mg/L, which is good compared to the freshwater quality standard of 1.5 mg/L.

Total Nitrogen (mg/L)

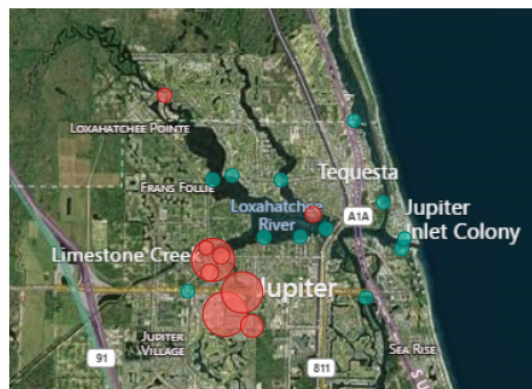
TN\_Score ● GOOD



The fecal indicator bacteria results scored “Fair” again for the sixth month in a row, and the concentration levels of bacteria increased a bit in November. For Enterococci (see map below left), the preferred indicator bacteria for salt and brackish waters, nine stations scored “Poor”. In Jones and Sims Creeks, all stations sampled, except one, scored “Poor”. The Caloosahatchee Culvert (CALC) site had the highest enteric concentration at 5,172 MPN/100 mL, which was up from last month’s 3,968 MPN/100 mL. Station 73 (at the mouth of Sims Creek) and Station 75 (at Indiantown Road Bridge at Jones Creek) were also very “Poor” at 4,884 and 4,611 MPN/100 mL. For E. coli, the preferred indicator bacteria for freshwater, only two stations scored “Poor”. River’s Edge

Enterococci Bacteria - Criteria: 130 MPN/100mL

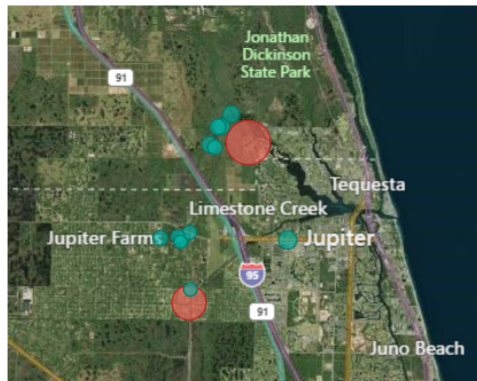
ENT\_Score ● GOOD ● POOR



(Station 107) had the highest E. coli count at 1,723 MPN/100 mL. Water Control Structure 6 (WCS-6), a drainage canal in Jupiter Farms, had 1,162 MPN/100 mL. WCS-6 also had the highest turbidity result this month at 15 ntu.

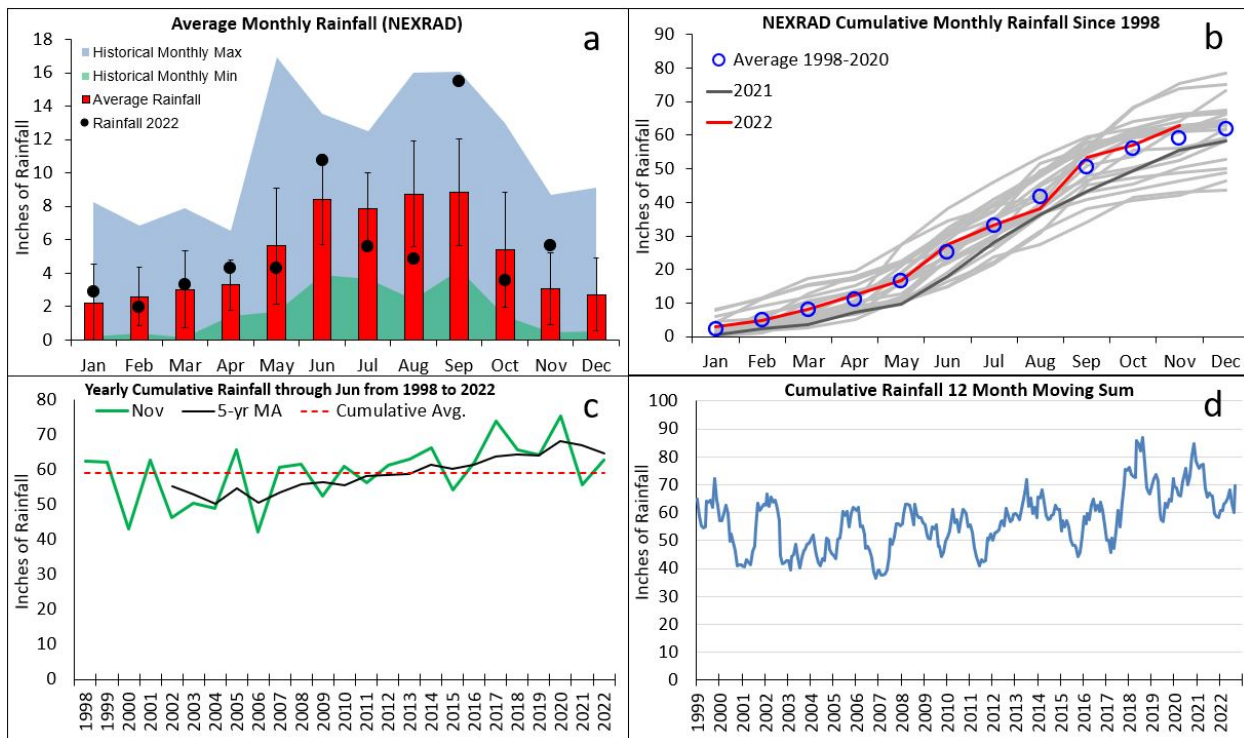
E. coli Bacteria - Criteria: 410 MPN/100mL

ECOL\_Score ● GOOD ● POOR



## Hydrologic Monitoring

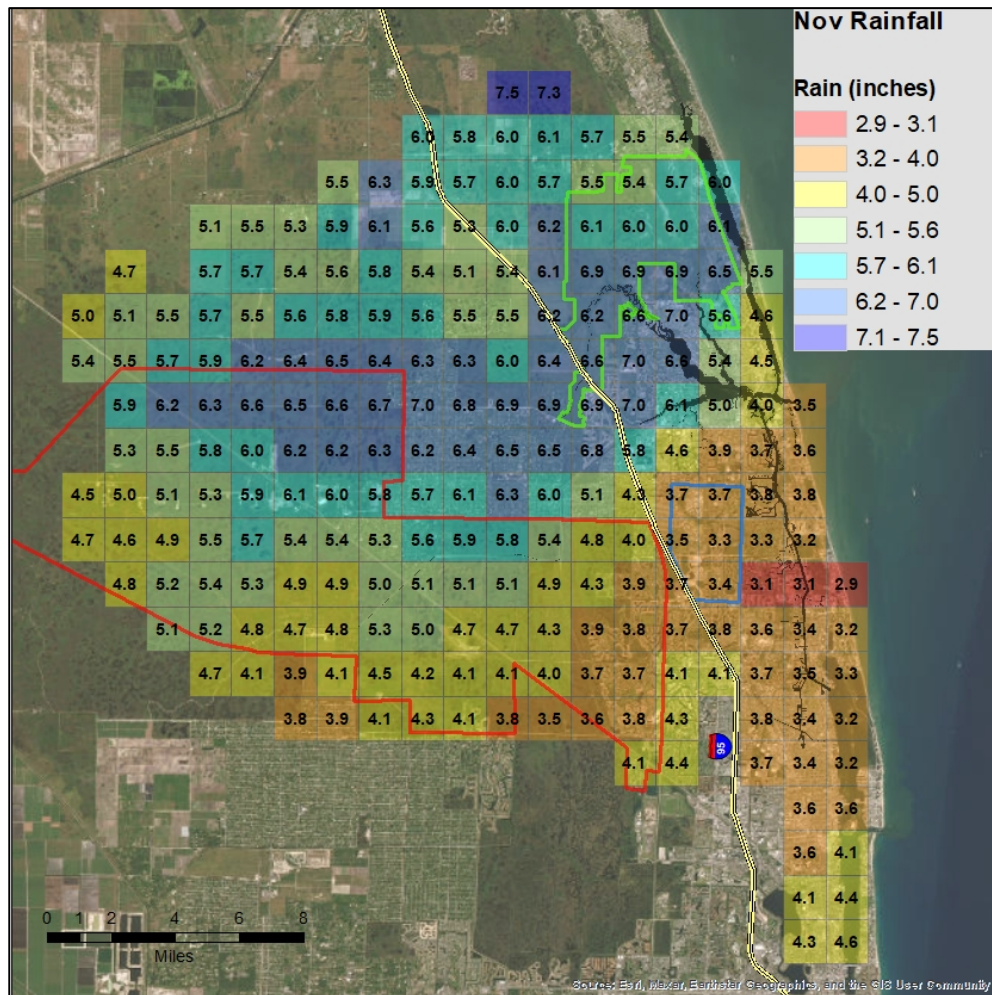
Rainfall across the watershed during November was 5.7" which is about 84% higher than the normal monthly average of 3.1" (panel 'a' in figure below). Rain was detected within the watershed during 22 days throughout November with the highest single-day total of 2.1" recorded on November 9 as a result of Hurricane Nicole, which made landfall in Vero Beach about 50 miles north. With the higher than usual rainfall in November, the year-to-Date cumulative rainfall through November was 62.8", about 12% (or 3") above the long-term average of 59.0" during the same period (panel 'b' 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  $\pm 1$  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 grey 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 indicated month 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.



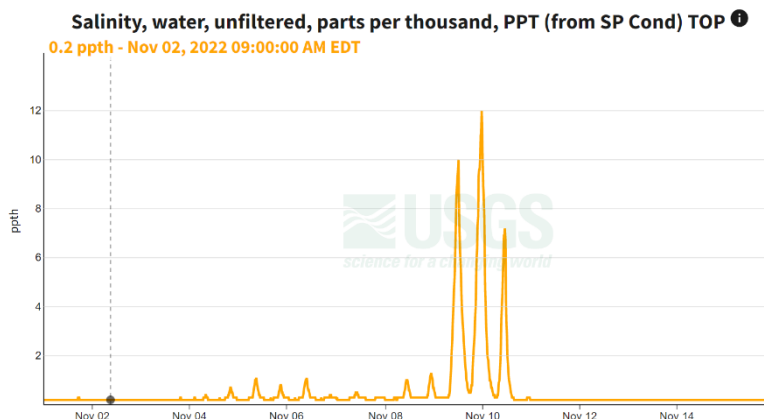
The spatial distribution of rainfall across the watershed ranged from 2.9” in the driest regions to about 7.5” in the wettest regions (figure below). In general, more rainfall fell in the northern portions of the watershed which include Jonathan Dickinson State Park, the Atlantic Ridge and over the Jupiter Farms region. The driest areas were mostly regions along the coast from the Jupiter Inlet south through Juno Beach.



*Rainfall distribution across the watershed using NEXRAD data. Each pixel represents an area of 2 km x 2 km. Blue colored pixels show highest rainfall and red pixels show lowest rainfall. For reference, the red line is the C-18 basin which includes portions of J.W. Corbett WMA, Loxahatchee Slough, and Pine Glades Natural Area; green line shows Jonathan Dickinson State Park boundary, light blue line shows the Abacoa development.*

River flows increased following Tropical Storm Nicole. Early in November, flow through the Lainhart Dam averaged about 100 cfs until November 10 (TS Nicole) when flows rapidly increased to 327 cfs then gradually decreased until the rain between November 20-21, when river flow increased to about 354 cfs, which was peak flow for the month (top figure in the panel below). Overall average flow at Lainhart Dam during November was 200 cfs.

The passing of Nicole brought unusually high tides, which combined with lower freshwater flows, resulted in saline water pushed well into the typically freshwater segments of the river (ex. River mile 9.1) for three tide cycles. This was evident by the 15-minute USGS salinity data in the figure right. As Nicole passed, the increased freshwater flows down the river overcame the push of saline water.



As the wet season comes to a close, it has been another excellent year for minimal flood control releases of freshwater through the S-46 flood control structure, despite a season with some significant rainfall and tropical storm disturbances. For the wet season (June through November) there were only 6 days of flows through S-46 above what we consider the cautionary “Moderate Flow” of 350 cfs, and 3 days with flows above the 700 cfs threshold that we believe are damaging to the estuary (see bottom figure in the panel below).

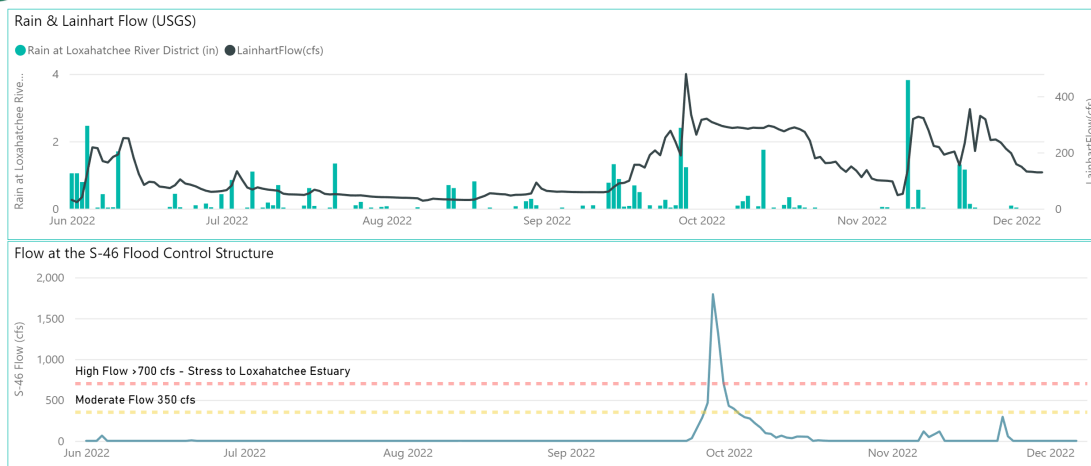


Loxahatchee River District  
WildPine Laboratory  
www.loxahatcheeriver.org

Loxahatchee River Flow Summary for Lainhart Dam and  
S-46 Flood Control Structure  
Data from USGS for Lainhart Dam, SFWMD for S-46, and LRD for Rainfall

Date Selector - Slide ends of bar to change dates or enter dates in boxes

6/1/2022 12/6/2022



Days of Flow > 700 cfs

3

Days of Flow > 350 cfs

6

## Oyster Spat Monitoring

Oyster spat settlement evaluation for the 33-day period ending November 21 showed the anticipated decline in oyster settlement activity in both forks of the river. In the Northwest Fork, average spat density was 1,218 spat m<sup>2</sup> with 74% of the activity occurring at the downstream site. This density was lightly below the historical period average of 2,339 spat m<sup>2</sup> (see figure below) and was well below the 6,440 spat m<sup>2</sup> counted during same period 2021.

Oyster spat settlement in the Southwest Fork was substantially lower than the NWF at 725 spat m<sup>2</sup> with about half, or 52%, of settlement activity occurring at the downstream site. Spat density was substantially less than the period average of 2,958 spat m<sup>2</sup> and was also considerably less than the 8,837 spat m<sup>2</sup> counted during same period last year.

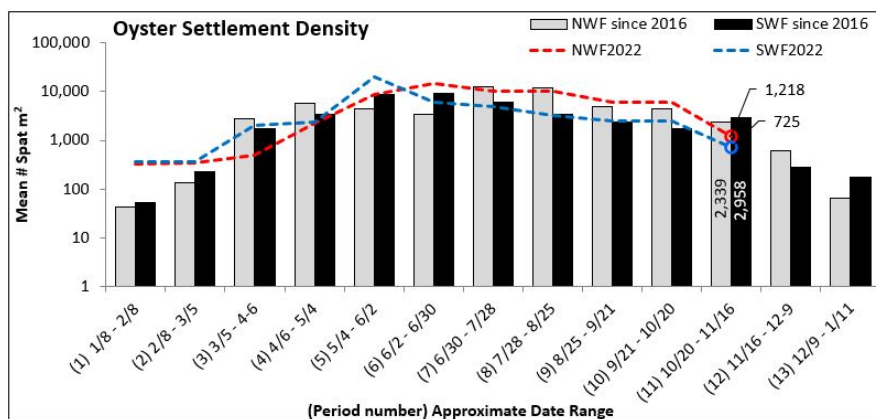
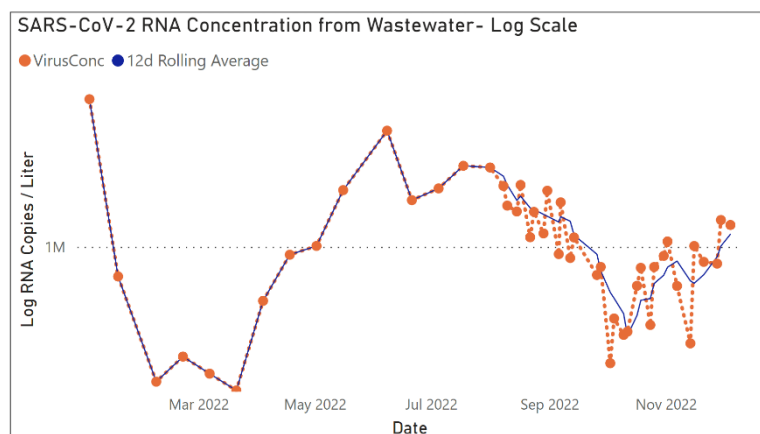


Figure shows mean oyster spat settlement for the Northwest Fork (gray bars) and the Southwest Fork (black bars) since 2016. Dashed lines show oyster spat settlement so far for 2022 in the NWF (red) and SWF (blue). Note logarithmic scale of vertical axis.

## Wastewater Surveillance of COVID-19

### Loxahatchee River District's Wastewater Surveillance Program, Jupiter, Florida

Biobot SARS-CoV2 RNA Virus Concentration from Wastewater  
Sewer Service Area largely overlaps with zip codes 33458, 33477, 33469  
Conducted in partnership with the CDC and Biobot Analytics



The wastewater surveillance monitoring through the Biobot/CDC program for November shows a gradual increase in virus concentration since early October. These observations are generally consistent with the results from the WastewaterSCAN program (more below).



## Loxahatchee River District's Wastewater Surveillance Program, Jupiter, Florida

Conducted in partnership with WastewaterSCAN -  
a program of Stanford University, Emory University and Verily, the life sciences subsidiary of Alip  
Sewer Service Area largely overlaps with zip codes 33458, 33477, 334



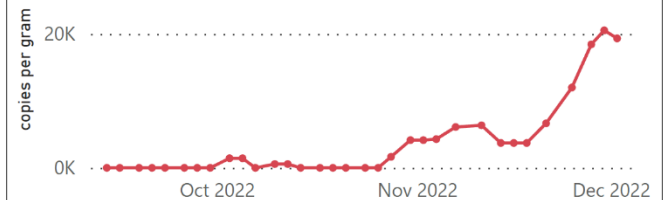
WASTEWATER  
SCAN

verily

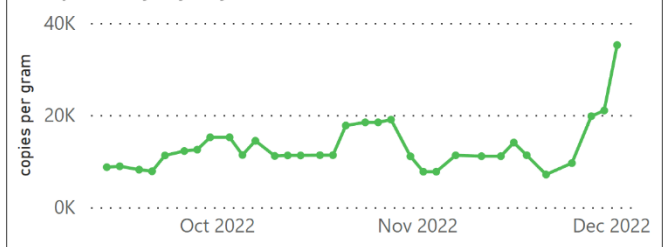
The WastewaterSCAN wastewater surveillance program is showing notable increases in the concentrations of Influenza A and RSV in our community.

Beginning December 15, they will be adding the analysis of several new parameters including Influenza B, Human Metapneumovirus (hMPV), as seasonal respiratory virus related to RSV), and Norovirus, the leading cause of gastrointestinal illness around the world.

### Influenza (IAV)

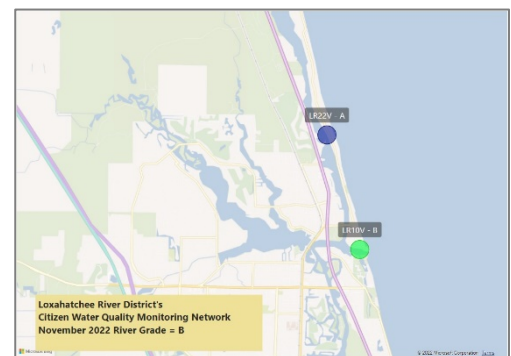


### Respiratory Syncytial Virus (RSV)



## Volunteer Water Quality

The overall Volunteer Water Quality grade for November 2022 improved from last month to a "B". The score for the Jupiter Inlet site was influenced by exceptionally turbid water along the coast for much of the month, which resulted in the low grade for water clarity. A low salinity result was recorded at Station 22 (TNC at Blowing Rocks) for the week of 11/23/22 which reduced the overall salinity grade at that site. Our volunteer at Station 60.1, is taking a short sabbatical for health reasons and we wish her a speedy recovery.



Averaged results for the Month								Monthly Cumulative Grades						Cumul. Monthly	
Site	Temp (F)	Secchi	Salinity	pH	DO	DO%	Color	Vis	Salt	pH	DO	DO%	Color	Score	Grade
LR10V	26.0	1.2	34.2	8.1	6.5	96.8	1.0	F	A	A	A	A	A	87.5	B
LR22V	24.5	1.0	32.8	8.3	6.1	83.9	1.0	A	C	A	A	A	A	95.0	A
Average	25.3													89.7	B

VAB (Visible at Bottom)

DO (Dissolved Oxygen)

ND (No Data)

## Customer Service

### Payment Processing

The 4<sup>th</sup> Quarter Bills were due November 16 and the Customer Service Team was busy processing nearly 19,300 payments totalling over \$2.6M. Over 9,000 of these payments were made by automatic payment.

### Customer Information & Billing System

We were originally scheduled to go live with our new Customer Information and Billing System in December, but there are programming delays. Because of the software providers software release schedule, and our quarterly billing cycle, we are targeting a “go live” in May.

## Information Technology (IT)

### Contract Management Tools


The Accounting Team asked IT Team for help to improve the management of contracts, specifically managing contracts that about to expire and need attention/action from the contract manager.

The IT Team moved the contract log from a spreadsheet to a SharePoint List to take advantage of controls to ensure the data would be consistent so it could be used to generate reports and analytics. From the SharePoint List, we created an automated weekly email report is generated using Microsoft Power Automate to send notifications to the

Annual	Bid	Piggyback	Term
1	1	1	1
Expiring Contracts			
Annual	Bid	Piggyback	Term
2	0	1	0
Ongoing Contracts			
Annual	Bid	Piggyback	Term
0	4	0	0
Current Contracts			
Annual	Bid	Piggyback	Term
80	6	4	23

responsible staff member and the purchasing agent (below). Finally, we created data summarization tools for the contract data based on type and status using Microsoft Power BI. (right)

Contract Log - Expired and expiring withing 90 days

 Microsoft Power Apps and Power Automate <microsoft@powerapps.com>  
To  Joe Chung

 Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

[Power BI Contract Log Report](#)

Vendor Name	Agreement Type	Responsible Person	Agreement Start	Agreement Ends	Contract Status	PO Number	Amount
Netwrix Corporation	Annual	Joe Chung	2021-11-12	2022-11-11	Expiring	22-0239	\$1,726.50

## New Security Camera at Headworks

As part of our continuous improvement in plant security, we installed a new camera on our plant headworks that can help monitor the delivery of Chlorine to our plant. The new panoramic camera can also see a wide angle and activity directly below where the camera is installed.



*Plant Chlorine Storage Building (zoomed in view from Headworks) and Plant Headworks camera view (panoramic view)*

# Loxahatchee River Environmental Center

December 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%
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 Baseline	188%	8.1	112%	83%	102%	275%	4.7	7.8	92%	85%
2021 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%
Jan	44%	8.4	65%	73%	65%	236%	4.9	7.6	98%	111%
2022 Feb	45%	7.8	79%	90%	109%	235%	4.5	8.1	99%	98%
Mar	82%	8.2	91%	90%	96%	110%	4.7	8.2	103%	103%
Apr	82%	8.6	104%	75%	136%	173%	4.9	7.9	97%	87%
May	45%	8.1	55%	86%	55%	147%	5.0	7.9	100%	153%
June	139%	8.4	86%	92%	105%	107%	4.8	8.0	100%	122%
July	152%	8.3	95%	84%	134%	164%	4.5	7.9	101%	123%
Aug	111%	8.3	88%	100%	147%	184%	3.8	8.0	91%	129%
Sept	63%	7.9	77%	86%	76%	178%	4.6	7.8	89%	120%
Oct	134%	8.4	79%	100%	118%	100%	4.9	7.4	55%	40%
Nov	63%	8.2	53%	104%	67%	111%	4.4	8.0	63%	27%
Consecutive Months at Green	0	13	0	7	0	13	3	13	0	0
Metric Owner	O'Neill	O'Neill	O'Neill	Duggan/Warwick	Weeks	O'Neill	O'Neill	O'Neill	O'Neill	O'Neill

Metric	Explanation
Environmental Stewardship Impact	Hurricane Nicole caused us to lose approximately 70 participants due to cancelled programs. We had 47% fewer program participants this year compared to November 2021.
Total Visitors	Hurricane Nicole caused us to be closed for 3.5 days. We also had 49% fewer regular visitors in addition to the 47% fewer participants.
Volunteer Engagement	We had fewer volunteer sign ups this month than we typically do, especially around the Thanksgiving holiday.
Expenses	We have pump replacements and other maintenance costs that have not yet started.
Revenues	Most programs in November were offered without charge so we saw less revenue from that source.



## River Center General

### Special Programs

#### Blooming in the Garden [Saturday, Nov. 3rd]

On Saturday, November 3<sup>rd</sup> the River Center conducted our Blooming in the Garden program, designed for children ages 3-6. The theme for this month was “Dazzling Dragonflies” which included a fun story featuring dragonflies and a dragonfly-themed craft. When it was time to go home, the children received seeds to take home to start their own garden!



73 participants in attendance.

#### Lecture Series [Nov. 4<sup>th</sup>]

This November kicked off the re-start of the River Center’s Lecture Series! This month, the lecture guest speaker, Josh Liller, from the Loxahatchee River Historical Society gave a presentation on the 50<sup>th</sup> anniversary of the Loxahatchee River Historical Society. His presentation included the history of the River Center building, the history of our town's famous residents and what they did for our environment and spoke about future plans with the Historical Society. This was an excellent lecture with

#### Lagoonfest [Saturday, Nov. 5th]



River Center staff attended Lagoonfest in Downtown West Palm Beach. This event highlights the beautiful Lake Worth Lagoon and allows visitors to experience different organizations and activities associated with the lagoon. Events of the day included crafts, touch tank experiences, reptile encounters and participants could even explore a shark tagging boat from the ANGARI Foundation! It was a beautiful day on the waterfront and the turnout for the event was great. Sara introduced the River Center to many new families and people in our community. We had over 550 visitors to the River Center booth. We are looking forward to participating in this event next year.

#### Family Pioneer Farmstead Day [Nov. 5th]

River Center staff attended Family Pioneer Farmstead Day at Riverbend Park. This event highlights life back in the pioneer days and showcases the many ways they would live. Events of this day included fishing, animal encounters, sawmill demonstrations, sugar cane pressing, and garden planting. Sam introduced the River Center to a wide range of new families and people in our community. We had over 200 visitors to the river Center booth. We are looking forward to participating in this event again next year.



### Homeschool Workshop – Sharks [ Wednesday, Nov.16th]

On Wednesday, Nov. 16<sup>th</sup> the River Center conducted a homeschool workshop all about sharks! Students learned about special shark adaptations and their senses. This workshop also included learning about specific shark habitats, threats to sharks and why it is important to protect habitats locally and world-wide. We had 13 participants for this program.



### Science with Sam [Saturday, Nov. 12th & 19th]



On Saturday, Nov. 12<sup>th</sup> Science with Sam taught a class on habitats at JILONA. Students walked the JILONA trails discovering various animal habitats and discussing what needs must be in each habitats for animals to survive. The class ended by playing and educational game to showcase the challenges of being an animal in a habitat.

On Saturday, Nov. 19<sup>th</sup> Science with Sam taught a class on Shifting Sands highlighting the importance of sand to the planet and to us as humans. Students learned what sand is, where it comes from, how it moves around the planet, how we benefit and rely on sand. Students looked at sand grains under microscopes, played with hydrophobic sand, and used a sandfilter to clean mucky water.



### Craft-A-Palooza [Wednesday, Nov. 23rd]

On the Wednesday before Thanksgiving, the River Center held Craft-A-Palooza, an event that allows children and their families to make a variety of crafts free of charge. Craft stations were set up around the classroom, including pinecone turkeys, leaf crowns, brain teasers, handprint turkeys, and fall leaf painting. Some participants were regulars from Blooming in the Garden or Science with Sam and some were new faces. This fun holiday program will be repeated during the winter break as well.

### Volunteer of the Month

Benjamin Dayko is the November 2022 volunteer of the month! He has been an integral part of our recent clean ups around the River Center after the hurricane. He has encouraged his fellow volunteers to stay on top of tasks and always maintains a positive demeanor. We are so appreciative of his love for the River Center and look forward to seeing him on shift every week. Ben is a great student and aims to advocate for the environment in the future.

## Upcoming River Center Events

RSVP at [www.lrdrivercenter.org/events-calendar](http://www.lrdrivercenter.org/events-calendar)  
[rivercenter@lrcd.org](mailto:rivercenter@lrcd.org) or 561-743-7123



**Every Thursday, 9:30 a.m. – 10 a.m. – Story time:** Join the River Center for Story Time. Families are welcome as we read stories and have an animal encounter.

**December 17, 10 – 11:30 a.m.: Blooming in the Garden [Hibernation Celebration]:** 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!

**December 20, 10:00 a.m. – 12:00 p.m.: Nature Hike Sweet Bay Natural Area:** Come explore with us! Tie up your hiking boots and join the River Center 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.

**December 22, 10:00 a.m. – 1:00 p.m.: Craft-a-palooza:** Join us in the River Center classroom for some FREE arts and crafts activities. 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 don't miss out on this exciting holiday break event!

**December 28: 10:00 a.m. – 12:00 p.m.: Family Scavenger Hunt at the Jupiter Inlet Lighthouse Outstanding Natural Area:** Families will take a self-guided hike through the Jupiter Inlet Lighthouse Outstanding Natural Area on a nature scavenger hunt! Everyone will use their senses, hearing, seeing, smelling, and feeling, to discover the world of wildlife around us. Each family will have a scavenger hunt checklist of wildlife discovered. Additional learning stations will be available on the trail.

**December 30: 9:00 a.m. – 12:00 p.m.: Family Fishing Clinic:** Don't miss out on this exciting fishing opportunity with the River Center. Fishing clinics are a great way for kids to learn the basics of fishing methods and tactics! Make sure to join us for an engaging overview that includes knot tying, fish identification, and of course fishing! Parents are encouraged to accompany their kids and participate in the clinic. The cost is \$10 per child. Interested participants should bring water, sunscreen, a hat, and sunglasses.

**January 4, 9:30 a.m. – 11:30 a.m.: Nature Hike at Loxahatchee Slough:** Come explore with us! Tie up your hiking boots and join the River Center on Wednesday, January 4th for our Nature Walk through the Loxahatchee Slough. 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.

**January 6: 12:00 p.m. – 1:00 p.m.: Lecture Series: Fisheries Management – Management within the Community:** Josh Will be speaking on Freshwater Fisheries Management in our Community. The Division of Freshwater Fisheries Management (DFFM) provides expertise on freshwater fish populations, angler use, or other aspects of freshwater fisheries needed for management decisions by the FWC, and to assess impacts of decisions made by others to ensure quality fisheries and fishing in selected Florida lakes, fish management areas, rivers and streams. DFFM biologists are the first line of support for inquiries by the public for information on freshwater fisheries management issues, fishing opportunities, fishpond management, fish kills or other general fisheries-related issues. The DFFM also delivers aquatic education and outreach to future anglers to expose them to angler ethics, fisheries management, aquatic ecology, tackle crafting, angling skills, fish identification and other aspects aimed at promoting responsible life-long participation in sport fishing. Additionally, freshwater fish production facilities provide a dependable supply of the specific size, quantity and quality of freshwater fish for specific freshwater fisheries management objectives.

**January 7: 10 – 11:30 a.m.: Blooming in the Garden [Turtles and Tortoises]:** 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!

**January 7: 1 p.m. – 2 p.m.: Science with Sam [Major Migration] at Jupiter Inlet Lighthouse Outstanding Natural Area: **NEW TIME!**** On select Saturdays from 1:00 pm – 2:00 pm, join our Scientist Sam for different science activities for children 6-12. Activities will include garden exploration and hands-on opportunities with wildlife. Each month has a different theme! This lesson will focus on what migration is, why animals migrate, and migration challenges animals face. This lesson includes an interactive migration game.

**January 14: 8:00 a.m. – 4:00 p.m.: Safe Boating Class:** The River Center continues to collaborate with the US Coast Guard Auxiliary “Flotilla 52” to provide a series of Boating Safely Classes targeted specifically to young boaters in our community. These classes are provided through a generous sponsorship by the AustinBlu Foundation, a not-for-profit dedicated to raising awareness and promoting educational programs to improve boater safety. There is no cost for this class, however there is a deposit required to reserve a seat. The deposit of \$10 will be refunded in full to all students who complete the class. Recommended for children 12 years and up, but all ages are welcome.

**January 21: 1 p.m. – 2 p.m.: Science with Sam [Invasives]:** On select Saturdays from 1:00 pm – 2:00 pm, join our Scientist Sam for different science activities for children 6-12. Activities will include garden exploration and hands-on opportunities with wildlife. Each month has a different theme! This lesson will focus on what migration is, why animals migrate, and migration challenges animals face. This lesson includes an interactive migration game.

**January 20: 5:00 p.m. – 6:00 p.m.: Evening Lecture Series: Archaeology TBD**

**January 28: 9 a.m. – 12 p.m.: Girl Scout Woodworking Badge:** Wildlife is all around us! You just have to start looking. Junior girls will earn their Animal Habitats badge while Cadettes will earn their Woodworking badge. Badges are included in the program cost. All girls will learn about wild animals, special and endangered habitats, focusing on Florida wildlife. Girls will investigate and explore local habitats through the River Center’s exhibits and aquariums. Finally, girls will help protect animals’ habitats and put their skills to the test by creating animal houses. Each participant will leave the workshop with an animal box that they created and decorated themselves to help make their backyard and community more animal friendly. By being good woodworkers and advocates for wild animals, we can all help make the world a better place.



# 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](http://loxahatcheeriver.org)

## MEMORANDUM

**To:** D. Albrey Arrington, Ph.D., Executive Director  
**From:** Ed Horchar Safety Officer  
**Date:** December 8, 2022  
**Subject:** District Safety Report for November 2022

### Safety Metrics: November 2022

OSHA recordable injuries: Zero

Lost time injuries: Zero

**Actual TRIR: 0.0** [Goal < 2.2]

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:**

The LRD has now experienced zero OSHA Recordable Injuries for **twelve consecutive months**. With no recordable injury in the last 12 months, we have achieved a Total Recordable Incident Rate (TRIR) of **0.0**, below our goal of 2.2 and the lowest rate in recent history. This District is now experiencing a performance best period (recent history) for consecutive months with no recordable injuries.

The District did not experience a Motor Vehicle Accident (MVA) in November. With a total of one MVAs in the last 12-month period, the MVA incident rate is at 1.3. Below the LRD MVA goal of 2.2. The District will need to work MVA free for an additional eight months to reduce the MVA incident rate to 0.0.

### **Sustainment:**

Job Hazard Assessment (JHA) activity decreased in November due to the work order reduction during the Thanksgiving holiday and Hurricane Nicole downtime periods. Nonetheless, November JHAs were the second most ever completed by LRD staff in a given month. The following is a comparison of November JHA's performed per employee in each participating department:

Reuse:	23 JHA / employee	Construction:	5 JHA / employee
Operations:	31 JHA / employee	Inspection:	12 JHA / employee
Collections:	36 JHA / employee	Wild Pine Lab	2 JHA / employee
Maintenance:	12 JHA / employee		

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CHAIRMAN

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**JHA and EAM:**

The District has been integrating JHAs into EAM for three months as JHA's are required to be completed with nearly all work orders. We continue to process approximately 23% of all JHA's on paper with the expectation to be fully integrated into EAM in January 2023. In November a total of 714 JHA's were completed electronically through the EAM Work Order process. Approximately 93% of all EAM Work Orders included a completed JHA. This trend is a slight decline from October and below the expectation of 95%. JHA input in EAM will continue to evolve to create a more efficient and value-added process for District employees. Reuse, Construction and Operations get the shout-out for November with a JHA per Work Order percentage rate of 100%. Collections, which generated 401 electronic JHA's, came in at 98% JHA per Work Order percentage rate.

There were five Near Miss reports initiated in November. Employees from Collections, Operations, and the Lab all participated in this program in November. The hazards include potential chemical exposure, trips slips, and falls, potential electrical shock, and pressure systems/ lock out-tag out. The employees inputting the near miss were contacted within 5 days of reporting to get a full understanding of the identified issue. All reported near miss's are integrated into EAM for corrective action and tracking. Reporting safety issues in the Near Miss Reporting system can also include Unsafe or Unhealthy Conditions, Environmental Pollution Potential, and Suggestions for Safety Process Improvement. This continuous improvement process will enhance the District's overall safety performance. Your input is important, and each employee is encouraged to participate in this program.

**Training:**

The emphasis on classroom and computer-based safety training continues. The District realized a 96% completion rate for the second month in a row for all safety training tracked in November which meets the District goal of 95%. Nice job District employees! The focus in November was industrial ergonomics and back injury prevention. Classroom training involving articulating boom and scissors lift was provided by the Safety Council of Palm Beach and included a practical use pass/fail session. Nine District employees received user certifications. DOT Tanker Endorsements have been obtained by twenty District employees with CDL Licences in November through testing at the DMV. A total of thirty District employees now have received the endorsement since initiation in October. A reminder to all CDL Drivers that the incentive to obtain the Tanker Endorsement expires on January 31, 2023. Please get your tanker endorsement soon. Employees can expect at least one computer-based training module deployed every month. Be on the lookout for training notifications from "platform@targetsolutions" and complete the training on time. If employees are overdue, a computer-based training reminder will be sent through target solutions.





At left: Brian Davis and Chris Whalen testing the articulating boom controls during the practical certification. Both are using the required fall arrest harness and SRL lanyard. At right: Vince Beatrice and John Smith practicing safety at new heights during boom training certifications. Fall arrest training was provided to all users prior to the certification.



A total of 12 Workplace inspections occurred in October. District jobs that were observed included Clarifier #3 Blasting Operations and Painting, diesel tank inspections, chlorine building cylinder replacement, construction barn inspection, hurricane preparation inspection, post hurricane assessment, collection barn inspection, electrical room 1 and 3 generator kirk key operation, articulating boom practical testing observations and the maintenance barn inspection.



At left: Kemmm Peebles records confined space meter data on the confined space permit for entry to Clarifier 3. At right, Chris Whalen applies surface coating to the clarifier rake arm after days of blasting of corroded areas of the arm. Brian Davis performed the blasting activity.



The Palm Beach County Department of Environmental Resources (PBCDER) performed a compliance inspection on the LS001 (Master Lift Station) emergency generator diesel storage tank in November. The inspection included regulatory requirements such as verification of insurance, records of annual third-party tank certification along with monthly internal inspections for integrity and leaks. The District was successfully found “In Compliance” by the PBCDER inspector. Palm Beach County Fire Rescue 19 inspected the Districts facility knox boxes to ensure functionality. Each District facility and entrance gate knox box was tested or opened to ensure the PBC Fire Rescue “universal key” functioned. The knox box ensures that Fire Rescue can access the District gates and key facilities without delay in the event of an emergency during nonstandard hours.

Congratulation to all District employees who continue to benefit from a safe work environment. Twelve consecutive months of injury-free work is a wonderful statistic to report because it indicates District employees are going home in the same condition as when they arrive **every day**. District employees work hard and steady with great effort to focus on situational awareness and attention to detail. Employees have bought into the JHA/ EAM and continue to embrace the training programs in which to refresh safe work practices. We made it to 12 months of injury free work! Let’s continue this trend and go for more. Stay safe at home and at work. Visit with any questions or ideas you may have, and please utilize the near miss reporting system. Let’s help each other to stay safe and go beyond our goals.





# LOXAHATCHEE RIVER DISTRICT

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D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

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## MEMORANDUM

**TO:** Governing Board  
**FROM:** Administration Staff  
**DATE:** December 09, 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
Attorneys	\$ 22,882.50	\$ 28,092.50
Baxter & Woodman	\$ 8,026.67	\$ 11,378.93
Holtz	\$ 15,762.85	\$ 31,152.55
KCI	\$ 17,959.50	\$ 65,085.50
Mock, Roos & Associates	\$ 19,455.50	\$ 42,362.75

Should you have any questions regarding these items, please contact Kara Fraraccio concerning the attorney invoices, and Kris Dean concerning the engineer invoices.

**James D. Snyder**  
CHAIRMAN

**Gordon M. Boggie**  
BOARD MEMBER

**Stephen B. Rockoff**  
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**Dr. Matt H. Rostock**  
BOARD MEMBER



# Future Business

## General:

- Procurement Policy updates
- LRD Rule Chapter 31-13 Regulation of Sewer Use
- 20 Acre Conceptual Site Plan – Final Presentation
- Renewal of Executive Director's Employment Agreement
- Board Presentation of select Six Sigma green belt projects

## Future Contracts:

- Biosolids Process Evaluation – Professional Engineering Services Contract
- Construction contract for BLM Site Plan and House Renovations
- County Line Road Bridge Utility Relocation – Joint Project Interlocal Agreement with Village of Tequesta
- Low Pressure Pump Stations
- Lift Station 050 Emergency Generator and Automatic Transfer Switch – to approve Professional Engineering Services Agreement
- Portable Generator Purchase
- Science Center at JILONA – Construction Contract

