



# LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

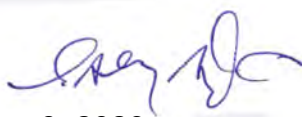
**D. Albrey Arrington, Ph.D.** EXECUTIVE DIRECTOR

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

**AGENDA**  
**REGULAR MEETING #19-2023**  
**NOVEMBER 16, 2023 – 7:00 PM AT DISTRICT OFFICES**  
ALSO, THE MEETING WILL BE AVAILABLE TO THE PUBLIC ONLINE AT:  
[LOXAHATCHEERIVER.ORG/PUBLICMEETING](http://LOXAHATCHEERIVER.ORG/PUBLICMEETING)

1. Call to Order & Pledge of Allegiance
2. Administrative Matters
  - A. Roll Call
  - B. Previous Meeting Minutes [Page 4](#)
  - C. Additions and Deletions to the Agenda
3. Comments from the Public
4. Status Updates
  - A. Loxahatchee River Watershed [Page 12](#)
  - B. Loxahatchee River District Dashboard [Page 13](#)
5. Consent Agenda (see next page) [Page 14](#)
6. Regular Agenda
  - A. Consent Agenda Items Pulled for Discussion [Page 15](#)
  - B. Employee Insurance Benefits [Page 44](#)
  - C. Chapter 31-10 - 69th Terrace N. Phase 1 Sub-Regional Line Charge [Page 75](#)
  - D. FY24 Lateral Lining – Piggyback Contract [Page 77](#)
  - E. Personnel Policies & Procedures [Page 84](#)
7. Reports (see next page) Pulled for Discussion
8. Future Business [Page 224](#)
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: November 6, 2023

**Dr. Matt H. Rostock**  
CHAIRMAN

**Kevin L. Baker**  
BOARD MEMBER

**Gordon M. Boggie**  
BOARD MEMBER

**Stephen B. Rockoff**  
BOARD MEMBER

**Clinton R. Yerkes**  
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. Final Assessment 5331 Center Street (Resolution 2023 -12) [Page 15](#)
- B. Preliminary Assessment 18041 69th Terrace N. (Resolution 2023-13) [Page 22](#)
- C. Computer Server Replacement Project – to approve purchase [Page 29](#)
- D. Computer Backup System Replacement Project – to approve purchase [Page 30](#)
- E. Bulk Fuel Procurement - to authorize annual bulk fuel purchase [Page 31](#)
- F. Executive Director Employment Agreement – to approve agreement [Page 32](#)
- G. Fixed Asset Disposal - to approve disposal [Page 40](#)
- H. Change Orders to Current Contracts – to approve modifications [Page 42](#)

## 7. REPORTS

- A. Neighborhood Sewering [Page 161](#)
- B. Legal Counsel's Report [Page 163](#)
- C. Engineer's Report [Page 165](#)
- D. Busch Wildlife Sanctuary [Page 172](#)
- E. Director's Report [Page 174](#)



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

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

**AGENDA**  
**PUBLIC HEARING #08-2023**  
**NOVEMBER 16, 2023 - 6:55 P.M. AT DISTRICT OFFICES**  
**ALL MEETINGS ARE OPEN TO THE PUBLIC**

1. Call to Order and Pledge of Allegiance
2. Roll Call
3. To receive public comments pertaining to the Final Assessment for 5331 Center Street
4. Comments from the Board
5. Adjournment

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

Submitted by:  
Date: October 9, 2023

**Dr. Matt H. Rostock**  
CHAIRMAN

**Kevin L. Baker**  
BOARD MEMBER

**Gordon M. Boggie**  
BOARD MEMBER

**Stephen B. Rockoff**  
BOARD MEMBER

**Clinton R. Yerkes**  
BOARD MEMBER



# LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

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D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

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## MEMORANDUM

**TO:** Governing Board  
**FROM:** D. Albrey Arrington, Ph.D., Executive Director  
**DATE:** November 10, 2023  
**SUBJECT:** Approval of Meeting Minutes

Attached herewith are the minutes for the Public Hearings and Regular Meeting of October 19, 2023. As such, the following motion is presented for your consideration:

**“THAT THE GOVERNING BOARD approve the minutes of the Public Hearings and Regular Meeting of October 19, 2023 as submitted.”**

**Dr. Matt H. Rostock**  
CHAIRMAN

**Kevin L. Baker**  
BOARD MEMBER

**Gordon M. Boggie**  
BOARD MEMBER

**Stephen B. Rockoff**  
BOARD MEMBER

**Clinton R. Yerkes**  
BOARD MEMBER



**LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT  
PUBLIC HEARING – MINUTES  
OCTOBER 19, 2023**

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Chairman Rockoff called the Public Hearing of October 19, 2023 to order at 6:55 P.M.

2. ROLL CALL

The following Board Members were in attendance:

Mr. Baker  
Mr. Boggie  
Mr. Rockoff  
Mr. Yerkes

3. TO RECEIVE PUBLIC COMMENTS PERTAINING TO THE FINAL ASSESSMENT  
FOR ROLLING HILLS GRAVITY SEWER SYSTEM

No comments from the public were received.

4. COMMENTS FROM THE BOARD

No comments from the Board were received.

5. ADJOURNMENT

Vice Chairman Rockoff adjourned the Public Hearing at 6:56 P.M.

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

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

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

**LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT  
PUBLIC HEARING – MINUTES  
OCTOBER 19, 2023**

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Chairman Rockoff called the Public Hearing of October 19, 2023 to order at 6:56 P.M.

2. ROLL CALL

The following Board Members were in attendance:

Mr. Baker  
Mr. Boggie  
Mr. Rockoff  
Mr. Yerkes

3. TO RECEIVE PUBLIC COMMENTS PERTAINING TO THE FINAL ASSESSMENT  
FOR 15089 & 15100 JAMAICA DRIVE

No comments from the public were received.

4. COMMENTS FROM THE BOARD

No comments from the Board were received.

5. ADJOURNMENT

Vice Chairman Rockoff adjourned the Public Hearing at 6:57 P.M.

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

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

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

**LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT  
PUBLIC HEARING – MINUTES  
OCTOBER 19, 2023**

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Chairman Rockoff called the Public Hearing of October 19, 2023 to order at 6:57 P.M.

2. ROLL CALL

The following Board Members were in attendance:

Mr. Baker  
Mr. Boggie  
Mr. Rockoff  
Mr. Yerkes

3. TO RECEIVE PUBLIC COMMENTS PERTAINING TO THE LRD RULE CHAPTER 31-10 RULEMAKING PROCEEDING

No comments from the public were received.

4. COMMENTS FROM THE BOARD

No comments from the Board were received.

5. ADJOURNMENT

Vice Chairman Rockoff adjourned the Public Hearing at 6:58 P.M.

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

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

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

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT  
REGULAR MEETING - MINUTES  
OCTOBER 19, 2023

1. CALL TO ORDER

Chairman Rockoff called the Regular Meeting of October 19, 2023 to order at 7:00 PM.

2. ADMINISTRATIVE MATTERS

A. ROLL CALL

The following Board Members were in attendance:

Mr. Baker  
Mr. Boggie  
Mr. Rockoff  
Mr. Yerkes

Staff Members in attendance were Dr. Arrington, Mr. Dean, Mr. Howard, Ms. Fraraccio, Mr. Pugsley, Ms. Jones, and Ms. O'Neill.

Consultants in attendance were Mr. Curtis Shenkman and Mr. Hunter Shenkman from Shenkman Law. Ms. Wynn from Busch Wildlife was also in attendance.

B. PREVIOUS MEETING MINUTES

“THAT THE GOVERNING BOARD approve the minutes of the September 21, 2023 Regular Meeting as submitted.”

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

C. ADDITIONS & DELETIONS TO THE AGENDA

Delete Item 5G and Item 5H – C1 from the consent agenda

Pull Item 5D for discussion

3. COMMENTS FROM THE PUBLIC

No comments from the public were received.

#### 4. STATUS UPDATES

##### A. LOXAHATCHEE WATERSHED STATUS

Mrs. O'Neill presented an update on the District's programs at the River Center over the past year and provided a look at upcoming and developing programs and projects.

##### B. LOXAHATCHEE RIVER DISTRICT DASHBOARD

Dr. Arrington reviewed the District Dashboard and discussed underperforming metrics.

#### 5. CONSENT AGENDA

MOTION: Made by Mr. Baker, Seconded by Mr. Yerkes,  
Passed unanimously.

"THAT THE GOVERNING BOARD approve the Consent Agenda of October 19, 2023 with item 5G and 5H – C1 being deleted and Item 5D pulled for discussion."

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

##### A. Preliminary Assessment - 5331 Center Street (Resolution 2023-09)

"THAT THE GOVERNING BOARD approve Resolution 2023-09 adopting the 5331 CENTER STREET Preliminary Assessment Roll."

##### B. Final Assessment - 15089 & 15100 Jamaica Drive (Resolution 2023-10)

"THAT THE GOVERNING BOARD approve Resolution 2023-10 adopting the 15089 & 15100 JAMAICA DRIVE FINAL Assessment Roll and Exhibits."

##### C. Final Assessment - Rolling Hills Gravity Sewer System (Resolution 2023-11)

"THAT THE GOVERNING BOARD approve Resolution 2023-11 adopting the ROLLING HILLS FINAL Assessment Roll and Exhibits."

##### E. Capital Asset Policy – to approve revision

"THAT THE DISTRICT GOVERNING BOARD ratify and approve the attached Capital Asset Policy and direct the Executive Director to implement the policy with an effective date of October 20, 2023."

- F. ITB #24-001-00131 Wastewater & Irrigation Quality Water General Construction Services & Emergency/On-Call Repair Services – to approve contract award

“THAT THE DISTRICT GOVERNING BOARD authorize award of an initial 1-year term contract for ITB #24-001-00131 Wastewater and I.Q. Water General Construction Services and Emergency / On-Call Repair Services to Hinterland Group, Inc. in an amount not to exceed \$250,000 and to Felix Associates of Florida, Inc. in an amount not to exceed \$250,000.”

- H. Change Orders to Current Contracts:

C2 - Cisco Professional Services FL43220000-NASPO-19-ACS – Extension #3

In compliance with Procurement Policy section 2.10(5), the Executive Director presented the recently approved time-sensitive change order and supporting documentation for Cisco Professional Services FL43220000-NASPO-19-ACS – Extension #3. No action was taken by the Board.

## 6. REGULAR AGENDA

- A. CONSENT AGENDA ITEMS PULLED FOR DISCUSSION

5D Busch Wildlife Sanctuary Facilities Removal Checklist – to accept the checklist

“THAT THE DISTRICT GOVERNING BOARD accepts the Facility Removal Checklist, as revised with items 44a and 44b which has been mutually drafted by LRD and BWS staff.”

MOTION: Made by Mr. Yerkes, Seconded by Mr. Baker,  
Passed unanimously.

- B. Chapter 31-10 - Jamaica Drive Phase 1 Subregional Line Charge and Easement Termination/Abandonment Application Fee

“THAT THE DISTRICT GOVERNING BOARD approve Rule Chapter 31-10 Rates, Fees, and Charges with an effective date of October 20, 2023.”

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

- C. Environmental Education Strategic Plan

“THAT THE GOVERNING BOARD adopt the draft 2023 Environmental Education Strategic Plan with the exception of items number 2 and number 3 and direct the Executive Director to systematically implement the Plan.”

MOTION: Made by Mr. Boggie, Seconded by Mr. Yerkes,  
Passed 3-1 Baker.

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

No comments were received.

10. ADJOURNMENT

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

“That the Regular Meeting of October 19, 2023 adjourns at 7:43 PM.”

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BOARD CHAIRMAN

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BOARD SECRETARY

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RECORDING SECRETARY



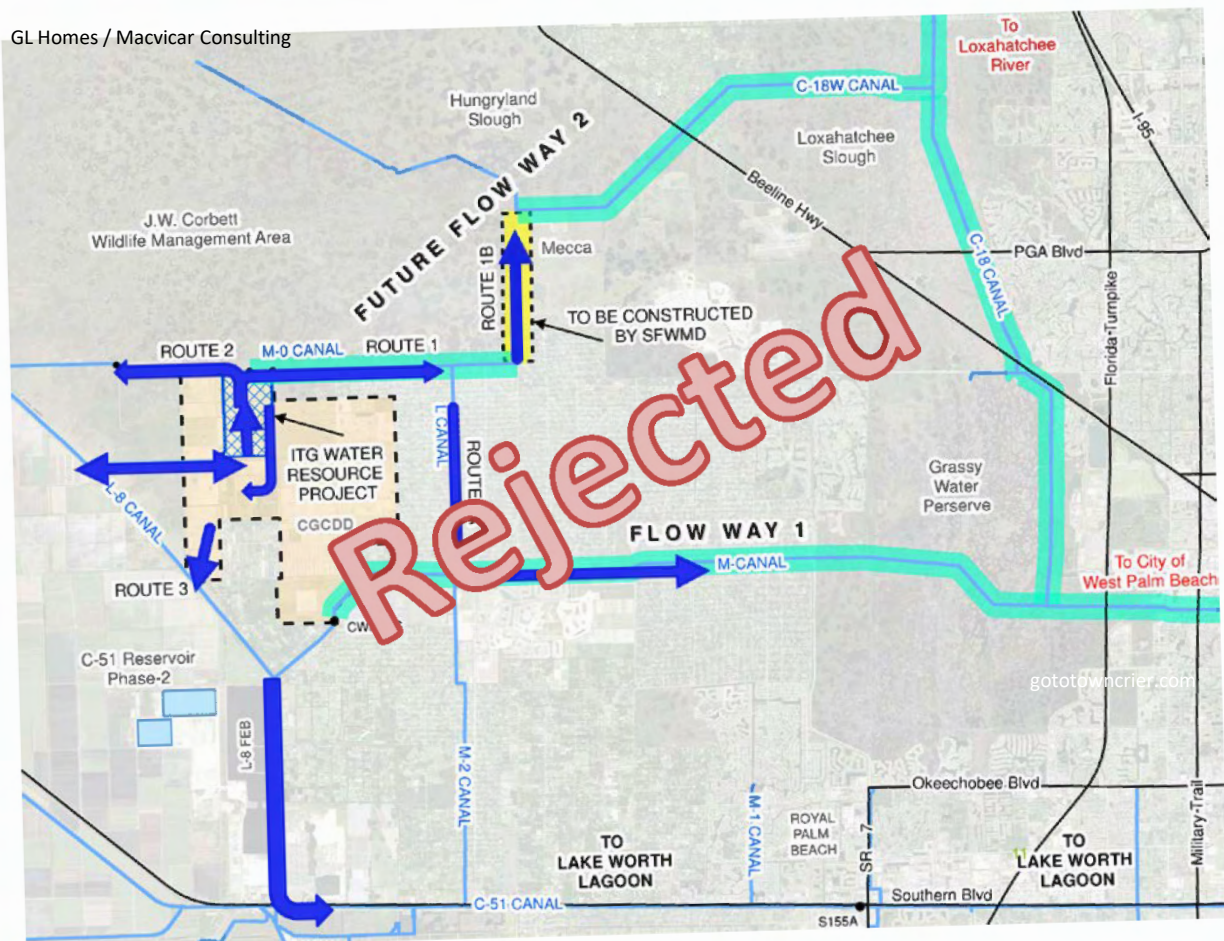


## Loxahatchee River Watershed Status Final Outcome of the GL Homes Development Plan Approval and Water Resource Project

At our June 2023 meeting we learned about the Indian Trails Grove Water Resource Project proposed by GL Homes. The project would provide water conveyance and a storage feature that could benefit the Loxahatchee River by facilitating supplemental flows during the dry season, as well as other water resource benefits to the region.

On October 24, 2023, the Palm Beach County Commission held their final meeting to approve or reject the development plan. After a marathon 11-hour meeting, the County Commission rejected the plan by an “unexpected 4-3 vote”.

At our meeting we will some of the key aspects of this decision and what this means for the ongoing restoration of the Loxahatchee River.



# 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
2020 Baseline			8	0.1	3,292	7.2	0	1,183	1	0.3	\$ 35,350,661	100%	90%	91%	-15	7	14.6	2
2021 Baseline		952	16	0.3	1,130	7.1	0	1,294	2	0.2	\$ 40,651,532	97%	89%	79%	-34	0	24.3	3
2022 Baseline		1,319	12	0.1	395	6.8	0	1,268	3	0.0	\$ 44,372,235	101%	91%	83%	-51	1	22.6	3
2022	Oct	1,105	13	0	120; 0	6.9	0	1,101	5	0	\$ 43,464,126	97%	84%	86%	(34)	0	13.8	3
	Nov	681	9	0	31; 0	7.2	0	1,269	3	0	\$ 45,258,800	103%	83%	87%	(36)	0	17.3	0
	Dec	1,159	14	0	3,482; 0	7.1	0	1,342	0	0	\$ 44,024,404	107%	92%	89%	(36)	0	11.8	1
2023	Jan	1,112	11	0	51; 0	7.1	0	1,447	9	0	\$ 44,602,531	106%	91%	90%	(23)	0	26.5	1
	Feb	1,204	14	0	8; 0	7.2	0	1,334	5	0	\$ 45,825,795	105%	89%	92%	(22)	0	28.9	0
	Mar	1,601	13	0	2949; 0	7.1	0	1,324	24	0	\$ 45,242,896	105%	90%	92%	(30)	1	32.7	2
	Apr	1,382	9	0	0; 0	7.1	0	1,317	17	0	\$ 44,973,518	106%	93%	92%	(26)	26	27.8	5
	May	1,016	13	0	92; 0	6.7	0	1,365	2	0	\$ 46,555,442	107%	92%	97%	(30)	0	27.7	1
	June	2,600	17	0	8,082; 0	7.1	0	1,275	2	0	\$ 44,195,894	108%	93%	94%	(35)	0	21.7	7
	July	2,046	10	0	0; 0	6.5	0	1,293	1	0	\$ 44,736,939	110%	93%	92%	(42)	0	23.6	4
	Aug	1,215	9	0	15; 0	6.8	0	1,242	4	0	\$ 46,355,162	110%	93%	100%	(54)	0	17.1	6
	Oct	1,093	11	0	441; 0	6.7	0	1,201	0	0	\$ 43,649,874	110%	92%	97%	(49)	0	21.7	5
	Nov	1,940	14	0	101; 0	6.9	0	1,281	1	0	\$ 43,600,779	97%	109%	65%	(55)	0	15.6	9
Consecutive Months at Green		3	4	18	4	173	28	157	2	23	169	24	10	0	0	6	0	0
Metric Owner		O'Neill	Pugsley	Dean	Dean	Pugsley	Pugsley	Pugsley	Dean	Horchar	Fraraccio	Fraraccio	Fraraccio	Dean	Dean	Howard	Howard	Howard

Metric	Explanation
Operating Expenses	This month our operating expenses have outpaced our straight line budget expectations because we fully paid our workers compensation insurance and general insurance. This is the first year we have gone to an Oct 1 start date for these insurance policies.
Capital Projects (\$)	The rapid decline in this metric is driven by eight projects that were expected to be closed out last fiscal year but that have extended into this fiscal year. These projects have reached substantial completion, and we are working with the contractors to close these projects out within the original approved budget amount (though the projects were not budgeted for in the current fiscal year). We do not expect these projects to cause us to exceed our total budget for the current fiscal year.
Capital Projects (time)	The following projects are over 100 days behind schedule: (1) Improving operational flexibility of our IQ System [-209 days]; (2) site planning for 2500 Jupiter Park Drive [-184 days]; (3) permanent generator at Lift Station 50 [-186 days]; (4) Injection Well Pump Station Emergency Generator Connection [-178 days]; (5) Solar Evaluation Update [-156 days]; (6) Replace Unit 20 Crane Truck [-143 days]; (7) County Line Rd IQ Water Main Replacement [-128 days]; and (8) Control Panel Replacements and RTU Installations at 36 stations [-101 days]. Additional details are available in Kris' report.
Salinity @ North Bay	Flows over Lainhart dam averaged 196 cfs in October and peaked at 279 cfs on Sept 8th. Flood control releases through S-46 peaked at 276 cfs on Sept 10. These freshwater flows pushed salinity below 20 ppt at North Bay, an area that historically supported healthy seagrass. See Bud's report for more detailed information.
Fecal Coliform Bacteria	High fecal coliform bacteria (>200 cfu/100 ml) were observed at nine of 10 stations evaluated for this metric. The only station that was within target range was Stations 69 (Loxahatchee River @ Indiantown Rd bridge). The very high surf, massive beach erosion, and very elevated turbidity may be impacting high fecal bacteria levels at downstream sites. See Bud's report for additional details.



# 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:** Governing Board  
**FROM:** Administration Staff  
**DATE:** November 06, 2023  
**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. Final Assessment 5331 Center Street (Resolution 2023 -12)
- B. Preliminary Assessment 18041 69th Terrace N. (Resolution 2023-13)
- C. Computer Server Replacement Project – to approve purchase
- D. Computer Backup System Replacement Project – to approve purchase
- E. Bulk Fuel Procurement - to authorize annual bulk fuel purchase
- F. Executive Director Employment Agreement – to approve agreement
- G. Fixed Asset Disposal - to approve disposal
- H. Change Orders to Current Contracts – to approve modifications

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

The following Motion is provided for Board consideration:

**“THAT THE GOVERNING BOARD approve the Consent Agenda of November 16, 2023 as presented.”**

Signed

D. Albrey Arrington, Ph.D.  
Executive Director

Dr. Matt H. Rostock  
CHAIRMAN

Kevin L. Baker  
BOARD MEMBER

Gordon M. Boggie  
BOARD MEMBER

Stephen B. Rockoff  
BOARD MEMBER

Clinton R. Yerkes  
BOARD MEMBER



# Curtis Shenkman, P.A.

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[Curtis@PalmBeachLawyer.Law](mailto:Curtis@PalmBeachLawyer.Law)  
[Hunter@PalmBeachLawyer.Law](mailto:Hunter@PalmBeachLawyer.Law)  
[Jana@PalmBeachLawyer.Law](mailto:Jana@PalmBeachLawyer.Law)  
[Carolina@PalmBeachLawyer.Law](mailto:Carolina@PalmBeachLawyer.Law)  
[Denise@PalmBeachLawyer.Law](mailto:Denise@PalmBeachLawyer.Law)

Board Certified Real Estate Attorney  
Embassy Suites Office Tower  
4400 PGA Blvd, Suite 300  
Palm Beach Gardens, FL 33410

phone 561-822-3939  
phone #561-822-3933  
fax #561-898-2266

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October 30, 2023

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

Re: **Resolution 2023-12 and FINAL Assessment Roll for 5331 CENTER STREET**

Dear Albrey:

Attached to this letter is the Transfer of Property Lien, Resolution 2023-12, Exhibit "A" Final Assessment Roll, Exhibit B Map, and the most recent list of property owners, as part of the Resolution.

I will bring the originals to the meeting and obtain the signatures and notary.

A **SUGGESTED MOTION** for the Board at the November 16 2023 meeting is as follows:

**"THAT THE GOVERNING BOARD approve Resolution 2023-12 adopting the  
5331 CENTER STREET FINAL Assessment Roll and Exhibits."**

Sincerely,

*Curtis L. Shenkman*

Curtis L. Shenkman

RESOLUTION NO. 2023-12

A RESOLUTION OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT RELATING TO THE **5331 CENTER STREET** ASSESSMENT AREA IMPROVEMENTS; ADOPTING THE ASSESSMENT ROLL FOR **5331 CENTER STREET** ASSESSMENT AREA IMPROVEMENTS; CONFIRMING SAID SPECIAL ASSESSMENT ROLL AS ATTACHED HERETO AS EXHIBITS “A” AND “B”; PROVIDING FOR ELLIS RULE COMPLIANCE; PROVIDING FOR DECLARING LINE AVAILABLE FOR CONNECTION; PROVIDING THE SPECIAL ASSESSMENTS SHALL BE COLLECTED AS NON-AD VALOREM SPECIAL ASSESSMENTS ON THE REAL ESTATE TAX BILL; AUTHORIZING THE DISTRICT CLERK TO PREPARE AND DELIVER THE NON-AD VALOREM SPECIAL ASSESSMENT ROLL TO THE PALM BEACH COUNTY AND MARTIN COUNTY PROPERTY APPRAISERS, TAX COLLECTORS, AND FLORIDA DEPARTMENT OF REVENUE; PROVIDING FOR CONSISTENCY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Governing Board of the Loxahatchee River Environmental Control District (hereinafter called the “District”) has authorized the sewer improvements constructed in the **5331 CENTER STREET** Assessment Area; and

WHEREAS, The District’s previous Resolutions **2022-03 & 2023-09** were approved by the District’s Governing Board and directed the preparation of the Assessment Roll.

WHEREAS, the Governing Board, on the 16<sup>th</sup> day of NOVEMBER, 2023 at 6:55 P.M., sat as Board of Adjustment as provided in District Rule 31-11.005, and held the Public Hearings under Florida Statutes Chapter 197.

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

Section 1. The Governing Board confirms the Special Assessment Roll attached hereto as Exhibits “A” and “B” without further modification. The unit of measurement for each assessment area is that each parcel is assessed equally.

Section 2. The Special Assessment is in compliance with the “Ellis Rule” requirement of District Rule 31-10.011, and Resolution Nos. **2022-03 & 2023-09** of the District.

Section 3. In accordance with District Rule Chapter 31-11, and Florida Statutes Chapter 197, said Special Assessment Liens shall remain liens co-equal with the lien of all State, County, District and Municipal taxes, superior in dignity to all other liens, titles, and claims, until paid. Any failure to so pay these non-ad valorem Special Assessments shall be a default hereunder and will cause a tax certificate to be issued against the property which may result in a loss of title.

RESOLUTION 2023-12  
Loxahatchee River Environmental Control District

Section 4. Availability for Connection and Required Connection.

The waste water and sewerage system was “Available” for connection in accordance with District Rule 31-3.003(3) and Florida Statutes 381.0065(2)(a) when the LRD released the system for service on June 20, 2023, which is the date of actual “Availability”. In accordance with Florida Statutes 381.00655, the affected property owners shall be required to connect to the sewerage system within one (1) year of the actual Availability.

Section 5. The **District Clerk, as the designee of the chairman** of the Governing Board, **is directed to certify the non-ad valorem assessment roll, on a compatible electronic medium tied to the property identification number** and deliver it to the tax collector by September 15 of each year, or as otherwise provided for in the agreements with the tax collector. The certification shall be made on **Form DR-408A**.

Section 6. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. This Resolution shall become effective upon its passage and adoption.

PASSED AND ADOPTED BY THE GOVERNING BOARD OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, THIS 16<sup>th</sup> day of NOVEMBER, 2023.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT:

VOTE

\_\_\_\_\_  
DR. MATT H. ROSTOCK

\_\_\_\_\_  
STEPHEN B. ROCKOFF

\_\_\_\_\_  
GORDON M. BOGGIE

\_\_\_\_\_  
CLINTON R. YERKES

\_\_\_\_\_  
KEVIN L. BAKER

EXHIBIT "A"  
FINAL ASSESSMENT ROLL  
LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT  
**5331 CENTER STREETASSESSMENT AREA**

TOTAL COSTS AND EXPENSES RELATED TO THE IMPROVEMENTS. The District shall consider the **total** costs and expenses related to the improvements in the **5331 CENTER STREET** Assessment Area shall be **\$18,478.98** per parcel of property in the **5331 CENTER STREET** Area.

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

ASSESSMENT BASED ON PARCEL OF PROPERTY. Each Parcel of Property in the **5331 CENTER STREET** Assessment Area identified on EXHIBIT "B" shall be currently assessed in the amount of **\$16,631.08**.

PAYMENT OF ASSESSMENT. As to Parcels of **5331 CENTER STREET** Assessment Area Property in EXHIBIT "B", the **\$16,631.08** assessment may be paid, interest free, at the office of the District on or before May 1, 2024.

**Owners who do not pay the \$16,631.08 assessment on or before May 1, 2024 shall have the \$16,631.08 principal added to the tax roll as a non-ad valorem assessment to accrue interest, beginning October 1, 2024, at eight percent (8%) per annum, to be collected in twenty (20) equal annual installments of \$1,693.92, commencing with the November 1, 2024 Real Estate Tax Bill.**

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

By: \_\_\_\_\_  
D. Albrey Arrington, District Clerk, Executive Director



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

**TRANSFER OF PROPERTY LIEN TO NON-AD  
VALOREM TAX BILL & CERTIFICATION OF SPECIAL  
ASSESSMENT ROLL FOR 5331CENTER STREETSPECIAL ASSESSMENTS**

THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, a special district of the State of Florida created and existing pursuant to Chapter 2021-249, Laws of Florida (the "District"), gives public notice that the District's Governing Board as of and effective on the 16<sup>th</sup> day of NOVEMBER, 2023, passed Resolution 2023-12 which is attached hereto, approving the non-ad valorem tax bill, AND TRANSFERRING THE RECORDED LIEN ON PROPERTIES IDENTIFIED AS BEING PART OF THE **5331CENTER STREET** AREA LISTED IN THE FOLLOWING DOCUMENTS, as recorded in the Public Records of PALM BEACH County, Florida:

1. Pending Lien Notice of Intent to Assess, and Resolution **2022-03**, recorded on **March 25, 2022 in Official Record Book 33413, Pages 1688 through 1694 in the Public Records of Palm Beach County, Florida.**

Any inquiries as to payment of special assessments should be directed to:

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT  
2500 Jupiter Park Drive  
Jupiter, Florida 33458  
(561) 747-5700

IN WITNESS WHEREOF, the undersigned, Executive Director of the Loxahatchee River Environmental Control District, hereby certifies on NOVEMBER 16, 2023, the information contained herein is true and accurate.

WITNESSES:

LOXAHATCHEE RIVER ENVIRONMENTAL  
CONTROL DISTRICT

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

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of X physical presence or \_\_\_ online notarization on November 16, 2023, by D. Albrey Arrington, Ph.D., EXECUTIVE DIRECTOR of the LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, a special district of the State of Florida, on behalf of the District, who is personally known to me.

(Notary Seal)

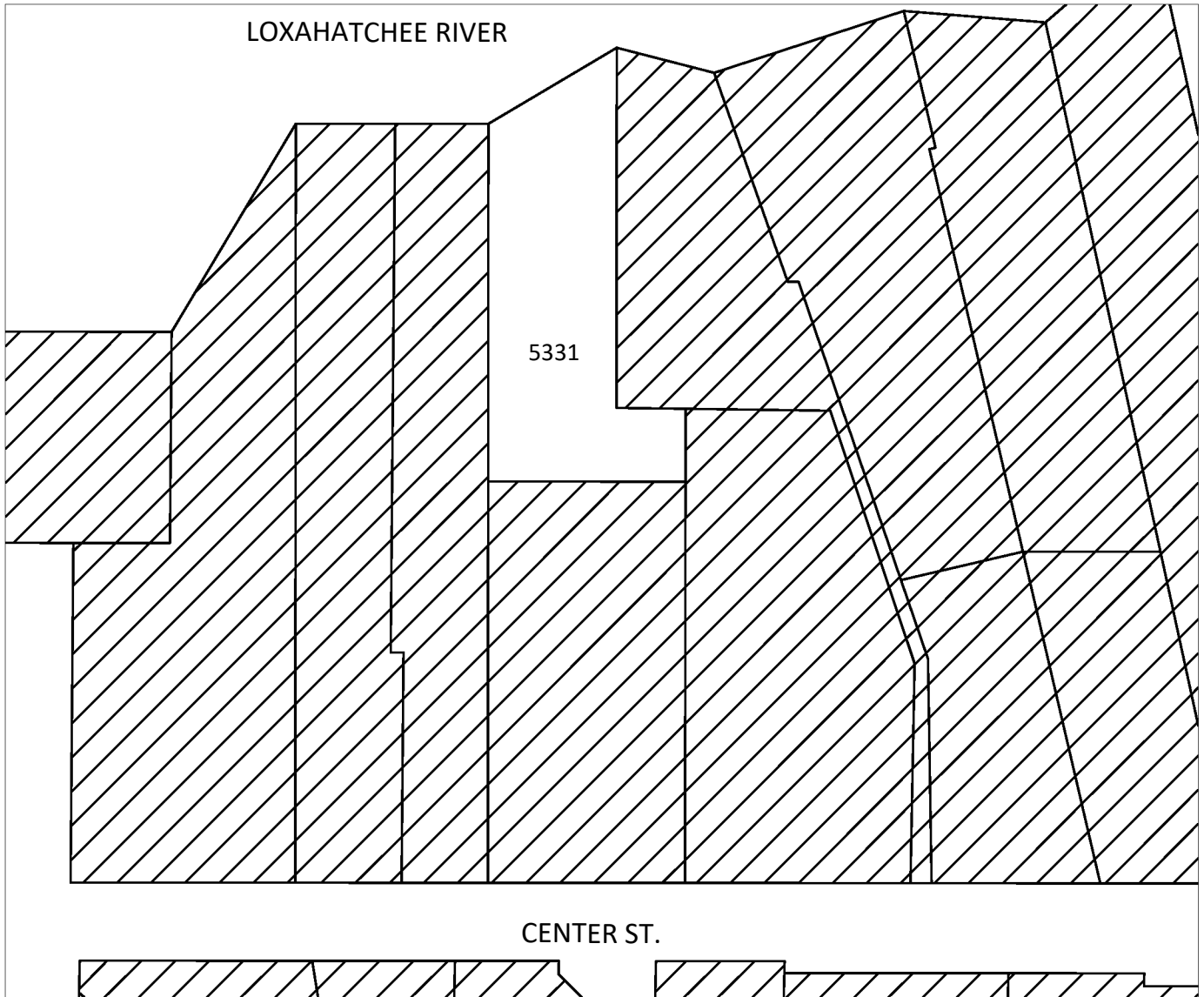
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

Kuveikis Steven W, Bowman Bonnie F & Bowman V V Jr  
5331 Center St  
Jupiter, FL 33458 4064  
re: 5331 Center St  
PCN - 00-42-40-35-00-006-0080

# EXHIBIT "B"

## 5331 CENTER STREET

### LOW PRESSURE ASSESSMENT AREA



#### LEGEND

 NOT IN ASSESSMENT AREA

JUPITER, FLORIDA

9/21/2021

5331 CENTER ST EXH-B

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

**HUNTER C.  
SHENKMAN**  
*Attorney*

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

**PARALEGALS**  
JUDY MONTEIRO  
DENISE B. PAOLUCCI  
MELISSA KAJEEJIT

Sent by email October 30, 2023

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

Re: **Resolution 2023-13 and Preliminary Assessment Roll for 18041 69th Terrace North**

Dear Dr. Arrington:

Please attach to this letter is Resolution 2023-13, Exhibit "A" Preliminary Assessment Roll, & Exhibit "B" Map & most recent list of property owners as part of the Resolution.

In the Resolution, Sections 2 and 7, the "Board of Adjustment" public hearing and "Governing Board" meeting to confirm the "final" assessment roll is proposed for December 14, 2023. Preparation is necessary of the Notice to be published and mailed out by **Friday, December 1, 2023**.

A **SUGGESTED MOTION** for the Board at the NOVEMBER 16, 2023 meeting is as follows:  
**"THAT THE GOVERNING BOARD approve Resolution 2023-13 adopting the 18041 69th Terrace North Preliminary Assessment Roll."**

Sincerely,

*Curtis L. Shenkman*

Curtis L. Shenkman

## **LRECD RESOLUTION NO. 2023-13**

A RESOLUTION OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT RELATING TO THE **18041 69TH TERRACE NORTH** ASSESSMENT AREA IMPROVEMENTS; ADOPTING THE PRELIMINARY ASSESSMENT ROLL FOR **18041 69TH TERRACE NORTH** ASSESSMENT AREA IMPROVEMENTS AS PREPARED BY THE DISTRICT CLERK AND ATTACHED HERETO AS EXHIBITS “A” AND “B”; AUTHORIZING THE DISTRICT GOVERNING BOARD TO ACT AS THE BOARD OF ADJUSTMENT; PROVIDING FOR THE FURNISHING OF TEN DAYS’ WRITTEN NOTICE TO ALL PROPERTY OWNERS AFFECTED; DIRECTING THAT AN AFFIDAVIT OF PUBLICATION BE OBTAINED; REQUIRING THE FILING OF THE PROOF OF PUBLICATION AND OF THE WRITTEN NOTICE; MAKING REFERENCE TO RESOLUTION NO. **2023-04** PROVIDING FOR THE PUBLICATION OF THE NOTICE OF THE MEETING TO CONSIDER CONFIRMATION OF THE PRELIMINARY ASSESSMENT ROLL; DIRECTING THAT AN AFFIDAVIT OF PUBLICATION BE OBTAINED; REQUIRING THE FILING OF THE PROOF OF PUBLICATION; PROVIDING FOR CONSISTENCY; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Governing Board of the Loxahatchee River Environmental Control District (hereinafter called the “District” has authorized the sewer improvements to the **18041 69TH TERRACE NORTH** Assessment Area in **PALM BEACH** County, Florida.

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

WHEREAS, the Governing Board has considered the improvements to be in accordance with the best interests of the citizens of the **18041 69TH TERRACE NORTH** Assessment Area.

WHEREAS, the District’s previous Resolution **2023-04** was approved by the District’s Governing Board and directed the preparation of the Assessment Roll.

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

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

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

RESOLUTION 2023-13  
OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

Section 2. The District Clerk is directed to publish a Notice stating that the District's Governing Board shall act as the **Board of Adjustment** at a hearing to be held on the **14<sup>th</sup> day of December, 2023 (this is the following board meeting date)** at the District's Governing Board meeting chambers, Jupiter, Florida. Such Notice shall be published at least ten (10) days in advance of such hearing, once in a newspaper published in Martin County and once in a newspaper published in Palm Beach County. Such Notice shall state that at the hearing, the Governing Board will hear objections of all interested persons to the confirmation of such resolution. Such Notice shall state in brief and general terms a description of the improvements with the location thereof and shall also state that plans, specifications, estimates, and the tentative apportionment of cost thereof are on file in the office of the District. The District Clerk is directed to mail a copy of such Notice to each of the affected property owners at least ten (10) days in advance of the hearing.

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

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

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

Section 6. Resolutions No. **2023-04 and 2023-13** of the District shall be a part of the record to be considered by the Governing Board at the aforescribed hearing when the Governing Board sits as the Board of Adjustment.

Section 7. The District Clerk is directed to publish a Notice stating that at the meeting of the Governing Board to be held on **December 14, 2023 (following board meeting date)** at the District Governing Board meeting chambers, Jupiter, Florida, all interested persons may appear and file written objections to the confirmation of the Final Assessment Roll. Such Notice shall be published at least twelve (12) days in advance of such meeting, once in a newspaper published in Martin County and once in a newspaper published in Palm Beach County. Such Notice shall state the class of the improvement and the location thereof by terminal points and route. Such Notice shall also be mailed to those interested parties requesting such in writing.

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

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

RESOLUTION 2023-13  
OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

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

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

PASSED AND ADOPTED BY THE GOVERNING BOARD OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, THIS 16<sup>th</sup> day of **November, 2023.**

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

VOTE

\_\_\_\_\_  
DR. MATT H. ROSTOCK

\_\_\_\_\_

\_\_\_\_\_  
STEPHEN B. ROCKOFF

\_\_\_\_\_

\_\_\_\_\_  
GORDON M. BOGGIE

\_\_\_\_\_

\_\_\_\_\_  
CLINTON R. YERKES

\_\_\_\_\_

\_\_\_\_\_  
KEVIN L. BAKER

\_\_\_\_\_



EXHIBIT “A”  
PRELIMINARY ASSESSMENT ROLL  
LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT  
**18041 69TH TERRACE NORTHASSESSMENT AREA**

TOTAL COSTS AND EXPENSES RELATED TO THE IMPROVEMENTS. The District shall consider the **total** costs and expenses related to the improvements in the **18041 69TH TERRACE NORTH** Assessment Area shall be \$ **10,121.01** per parcel of property in the **18041 69TH TERRACE NORTH** Area.

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

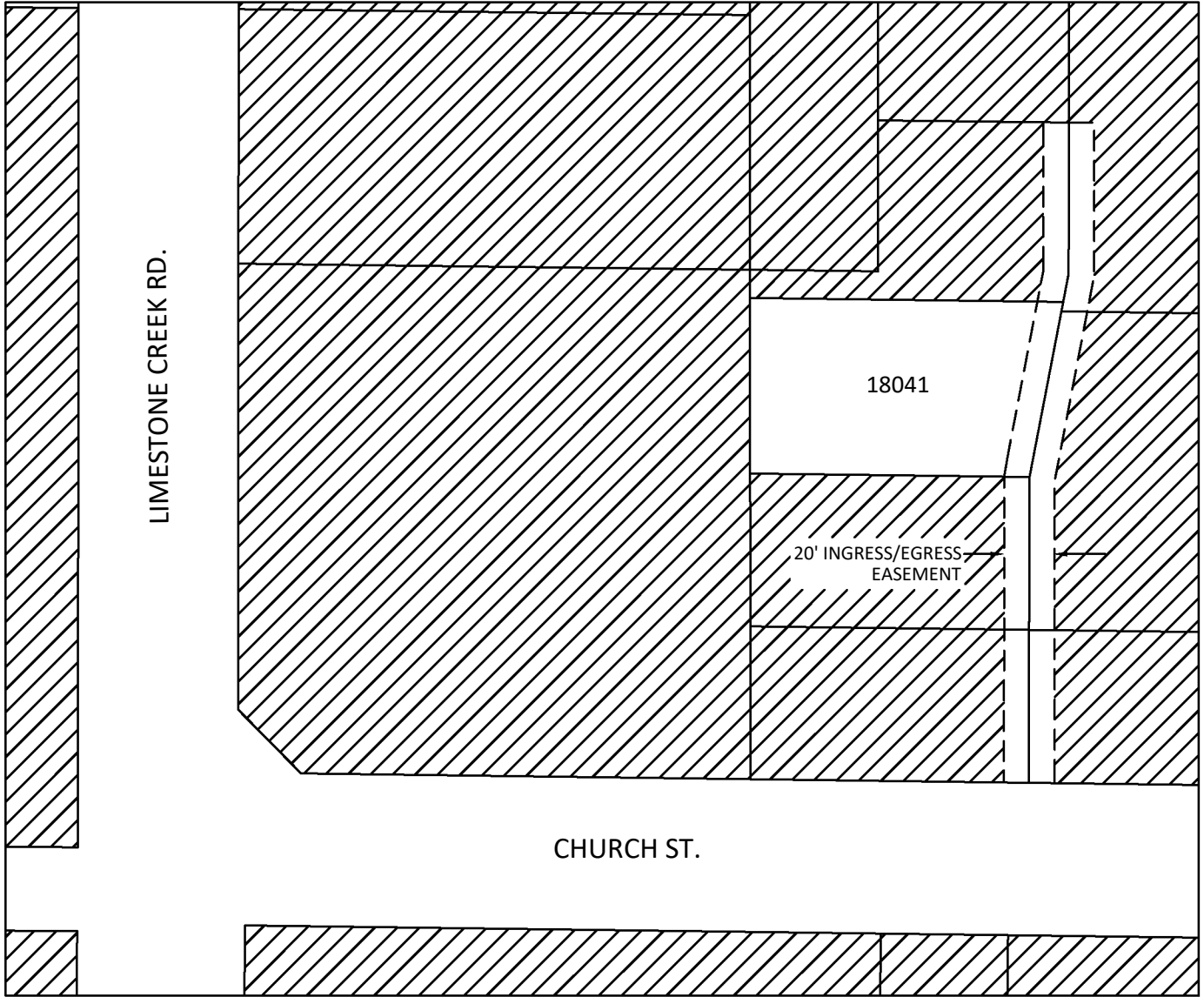
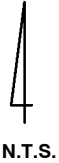
PAYMENT OF ASSESSMENT. As to Parcels of **18041 69TH TERRACE NORTH** Assessment Area Property in EXHIBIT “B”, the \$ **9,108.90** assessment may be paid, interest free, at the office of the District on or before May 1, 2024.

**Owners who do not pay the \$ 9,108.90 assessment on or before May 1, 2024 shall have the \$ 9,108.90 principal added to the tax roll as a non-ad valorem assessment to accrue interest, beginning October 1, 2024, at eight percent (8%) per annum, to be collected in twenty (20) equal annual installments of \$ 927.76, commencing with the November 1, 2024 Real Estate Tax Bill.**

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

By: \_\_\_\_\_  
D. Albrey Arrington, District Clerk, Executive Director

**EXHIBIT B**  
**18041 69TH TERRACE N.**  
**STATUTORY WAY OF NECESSITY**



**LEGEND**

 NOT IN ASSESSMENT AREA

Son Shine Builders Group LLC  
Attn: Mr. Carlos Ramirez  
6755 Wilson Road  
West Palm Beach, FL 33413 - 2335  
re: 18041 69<sup>th</sup> Terrace North, Jupiter, FL 33458  
00-42-40-34-03-000-0030



## Item 5C

Computer Server Replacement Project  
– will be presented at a later Board meeting





## Item 5D

Computer Backup System Replacement Project  
– will be presented at a later Board meeting





# 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: November 10, 2023  
Subject: Authorize FY2024 Fuel Procurement

Staff is requesting Board approval to purchase bulk fuel (i.e., off-road diesel, on-road diesel, and unleaded gasoline) from Palmdale Oil Company during the fiscal year 2024 for the following not to exceed quantities:

Diesel No. 2	40,000 Gallons
Unleaded Fuel	1,500 Gallons

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

For an amount not to exceed \$160,000.

Staff desires Board approval to piggy-back an existing contract through the City of Port St. Lucie. Palmdale Oil Company was previously awarded a contract (PSL ITB #20180128) for the supply of diesel, gasoline, heating and emergency generator fuel. The City's contract allows Palmdale Oil Company to extend the pricing, terms and conditions to the District with Palmdale Oil Company's consent. The current term of the City of Port St. Lucie contract is July 1, 2023 through July 1, 2028. Fuel costs to be paid by the District to Palmdale Oil Company will be determined on the daily DTN FastRacks rack averages for Orlando Padd 1 Report, plus or minus a firm fixed price increment for the contract period as indicated below.

Premium Unleaded	(+) 0.1385
Diesel #2	(+) 0.1385
Diesel #2 Red Dye	(+) 0.1385

The following motion is suggested for approval:

**“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute a purchase order to Palmdale Oil Company for the supply of bulk fuel, in accordance with a “piggy-back” of the City of Port St. Lucie ITB No. 20180128 in an amount Not-to-Exceed \$160,000, for the fiscal year 2024.”**

Dr. Matt H. Rostock  
CHAIRMAN

Kevin L. Baker  
BOARD MEMBER

Gordon M. Boggie  
BOARD MEMBER

Stephen B. Rockoff  
BOARD MEMBER

Clinton R. Yerkes  
BOARD MEMBER





# LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

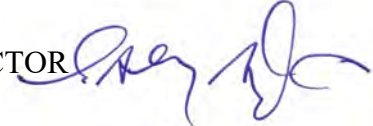
TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

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

## MEMORANDUM

**TO:** GOVERNING BOARD  
**FROM:** D. ALBREY ARRINGTON, EXECUTIVE DIRECTOR   
**DATE:** NOVEMBER 1, 2023  
**SUBJECT:** RENEWAL OF EXECUTIVE DIRECTOR'S EMPLOYMENT AGREEMENT

My Employment Agreement is scheduled to expire on January 2, 2024. As proscribed, I informed the Board of my intent to renew my Employment Agreement. I have worked with Dr. Rockoff on drafting a mutually acceptable revised employment agreement, which includes the following proposed revisions:

1. Revised the effective date from April 19, 2018 to November 17, 2023.
2. Added a Whereas clause memorializing the expiring April 19, 2018 Employment Agreement.
3. Revised the merit review effective date to be consistent with current procedures, i.e., effective the pay period that includes the employee's hire date anniversary.
4. Revised the term from five to seven years, with ending date January 2, 2031.
5. Revised the semantics of the Without Cause provision to clarify it is compliant with FS 215.425(4).
6. Increased vacation leave from 20 days to 22 days per year, and revise carry-over (i.e., accrual) limit to be consistent with current policies.

On the following pages I have attached a red-lined version of my draft revised Employment Agreement and a current version of my job description. Proposed changes to my Employment Agreement are shown in strike-out and underline text. Otherwise, my Employment Agreement will remain as is. Dr. Rostock supports the draft revised employment agreement. LRD Human Resources Generalist (Mike Navicky) has reviewed and supports the draft revised employment agreement. Mr. Shenkman has reviewed the draft revised employment agreement and found it legally sufficient. Therefore, I offer the following motion for your consideration:

**“THAT THE GOVERNING BOARD approve the proposed revisions to the Executive Director's Employment Agreement and authorize the Board Chairman to execute the revised Employment Agreement between Loxahatchee River Environmental Control District and D. Albrey Arrington, and authorizes the Board Chairman to sign off on the Executive Director's job description.”**

Thank you for the opportunity to lead the LRD staff. We have a great team, and I enjoy what we do.

Dr. Matt H. Rostock  
CHAIRMAN

Kevin L. Baker  
BOARD MEMBER

Gordon M. Boggie  
BOARD MEMBER

Stephen B. Rockoff  
BOARD MEMBER

Clinton R. Yerkes  
BOARD MEMBER



## EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this ~~19<sup>th</sup> day of April, 2018~~ 17<sup>th</sup> day of November, 2023, by and between the **LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT**, *acting by and through its Governing Board*, hereinafter called the "District," and **D. Albrey Arrington**, hereinafter referred to as the "Director," both of who understand as follows:

### WITNESSETH:

WHEREAS, D. Albrey Arrington, is now serving as the District's Executive Director, and on November 15, 2007 the Governing Board of the District announced the appointment of D. Albrey Arrington as Executive Director effective December 29, 2008; and

WHEREAS, on November 21, 2013 the Governing Board of the District revised and extended the terms of the Employment Agreement through December 28, 2018; and

WHEREAS, on April 19, 2018 the Governing Board of the District revised and extended the terms of the Employment Agreement through December 28, 2018; and

WHEREAS, on November 17, 2023~~April 19, 2018~~ the Governing Board of the District and the Executive Director formalized the conditions of Director's continued employment memorialized by this Agreement for Employment and to provide certain benefits, establish certain conditions of employment, and to set working conditions of Director; and

WHEREAS, D. Albrey Arrington, desires to remain employed as Director of the Loxahatchee River Environmental Control District.

NOW, THEREFORE , in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

### **Section 1. Duties.**

The District, effective November 17, 2023~~April 19, 2018~~, hereby continues the employment of D. Albrey Arrington, as Executive Director of the Loxahatchee River Environmental Control District to perform all functions and duties required by his job description.

### **Section 2. Compensation.**

A. Base Salary. The Base Salary of D. Albrey Arrington effective December 29, 2008 as Director of the Loxahatchee River Environmental Control District, shall be the base annual salary of ONE HUNDRED TEN Thousand Dollars (\$110,000.00) ("Base Salary"). Such Base Salary shall be payable in installments at the same time as are

the other employees of the District.

B. Cost of Living Adjustment. In addition, the District agrees to adjust the Base Salary and/or other benefits of Director in such amounts and to such an extent as the District may determine as the Cost of Living adjustment at such time said adjustment is authorized to the other employees of the District.

C. Merit Review. In addition, District agrees to adjust Base Salary and/or other benefits of Director in such amounts and to such an extent as the District may determine that it is desirable to do so on the basis of an annual salary review of said Director effective the pay period that includes the Director's hire date anniversary~~made in JANUARY~~, which is consistent with consideration given to other employees of the District. Furthermore, the District may, in its sole discretion, provide a lump sum payment to recognize meritorious performance.

### **Section 3. Term of Employment.**

A. Term. The term of employment of this Agreement shall be for a period of SEVEN (7)~~FIVE (5)~~ years, ~~commencing December 29, 2018,~~ through January 2, ~~2031~~2024.

B. Termination by District. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the District to terminate the services of the Director *without cause* at any time upon ninety (90) days written notice.

C. Resignation by Director. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Director to resign at any time from his position with the District, upon ninety (90) days written notice.

D. Employment. Director agrees to remain in the exclusive employ of District until this Agreement is terminated. The term "employed" shall not be construed to include occasional teaching, writing, or consulting performed on Director's time off. At all times and under all circumstances, District business shall take precedence and priority over and above other professional demands or commitments of the Director.

E. Renewal. Renewal shall be at the option of the District. In the event the District desires to renew this Agreement, the District shall use its best efforts to negotiate the renewal beginning at least 365 days prior to the end of the term. The Director shall notify the District, in writing, a minimum of ten (10) days prior to the 365 days prior to the end of the term, at an official District meeting as a reminder of the renewal provisions as contained herein.

### **Section 4. Termination.**

A. Voluntary Resignation. In the event Director voluntarily resigns his position with the District before the expiration of the term of employment, then, and in such event, Director, shall provide the District with ninety (90) days' written notice of such

termination. Upon receipt of such notice, the District may at its option require Director to terminate at a date earlier or sooner than the notice resignation date, without the requirement for the District to pay severance pay to Director; provided, however, that in no event shall such termination be required earlier than thirty (30) days following the date of the resignation notice. No more than six (6) days of accrued vacation could be used during the applicable 90-day or 30-day period.

B. Without Cause. Any termination of this contract by the District without cause shall entitle the Director to a payment of a lump sum cash severance payment equal to the aggregate salary and benefits for twenty (20) weeks. {Editorial note: *This provision is compliant ~~was revised to be in compliance with Florida Statute Section 215.425(4).~~*}

C. Severance Pay. Only in the event the District terminates the Director without cause under paragraph 4.B. above shall the Director be entitled to Severance Pay. The Severance Pay (defined below) shall be paid to the Director on his last working day for the District. For the purpose of this Agreement, "Severance Pay" shall include the monthly Base Salary and attendant FICA and withholding taxes, retirement, insurance, and health benefits for the Director and his family, any and all accrued sick leave and vacation leave, and all vested retirement benefits.

D. With Cause. Should the District elect to terminate the Director with cause, the Director may be terminated immediately, provided that written notice of such action and the reasons therefore, are furnished to the Director within 24 hours. The Director shall be entitled to his regular pay to the date of his discharge. Such notice may be delivered to the Director personally or may be sent by certified mail with return receipt requested. For clarity, the definition of "Cause" shall include, but not be limited to, inability to materially perform assigned duties, willful violation of the provisions of law or agency rules, conduct unbecoming a public employee, violation of the District's drug policy, or conviction of any crime involving moral turpitude.

## **Section 5. Dues and Subscriptions.**

District agrees to budget and pay for the District related dues and subscriptions of Director beneficial to his District employment and desirable for his continued professional participation, growth, and advancement in the best interests of the District.

## **Section 6. Professional Development.**

A. Travel. District hereby agrees to budget and to pay the travel and subsistence expenses of Director for travel officially authorized by the District, pursuant to and in accordance with the travel voucher and reimbursement provisions of rules adopted by the District and Florida Statutes.

B. Expenses. The District also agrees to reimburse Director for expenses actually incurred while Director is engaged in official business of the District, including, but not limited to, convention registration fees, common carrier fees, turnpike tolls,

parking fees, and communication expenses, as provided in Florida Statutes, upon presentation of paid receipts identified on the voucher enumerating the per diem and related travel expenses.

C. Education. District also agrees to budget and pay the travel and subsistence expenses of the Director for short courses, institutes, seminars, and other educational classes pursuant to and in accordance with the policy of the District and Florida Statutes.

D. Mileage. The District also agrees to pay to Director a mileage allowance for the use of his privately owned automobile, as allowed by Florida Statutes for such travel when the Director is engaged in official business of the District, to be paid monthly upon presentation of a Monthly Mileage Report

### **Section 7. Disability, Health, Life Insurance and Retirement Program.**

The Director shall be entitled to and shall enjoy inclusion in the group insurance program and retirement program in the same manner and under the same provisions and benefits as in the case of any other employee of the District. The Director shall be provided with a life insurance policy in the total amount of \$500,000.00, with \$350,000.00 for the Director and his beneficiaries, and \$150,000.00 for the District for the purposes of searching for and compensating a successor Executive Director. Upon leaving the District, the Executive Director shall have the option of taking control and ownership of the life insurance policy and the entire beneficiary interest thereof at the Directors sole cost and expense.

### **Section 8. Other Terms and Conditions of Employment.**

A. Vehicle. The District agrees to provide the Director with a vehicle for his professional and personal use through a vehicle allowance in the amount of \$600.00 per month plus credit card to purchase gasoline.

B. Miscellaneous. The District shall fix any such other terms and conditions of employment as it may determine from time to time relating to the performance of Director, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or any other law.

C. Benefits. All regulations and rules of the District relating to sick leave, retirement and pension system contributions, holidays, and other fringe benefits and working conditions as they may hereafter be adopted or amended also shall apply to Director as they would to other employees of the District.

D. Vacation. The Director shall receive twenty-two (22~~20~~) days of paid vacation at the start of each one year period of this Agreement Consistent with the other employees of the District, the Director may not carry more than 20 days of vacation from one fiscal year to the next.~~accrue in excess of twenty (20) days.~~

**Section 9. General Provisions.**

A. The text herein shall constitute the entire agreement between the parties.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Director.

C. This Agreement shall become effective commencing the day of November 17, 2023~~April 19, 2018~~.

D. All of the provisions contained in this Agreement are subject and conditioned upon compliance with all general laws or special laws of the State of Florida. Such laws take precedence over any part or portion or provisions as contained herein, in all instances.

E. If any provision or any portion thereof contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the Loxahatchee River Environmental Control District has caused this Agreement to be signed and executed in its behalf by its Chairman, and duly attested, and the Director has signed and executed this Agreement, having the same witnessed the day and year first above written.

ATTEST:

LOXAHATCHEE RIVER  
ENVIRONMENTAL CONTROL DISTRICT

By: \_\_\_\_\_  
Clinton R. Yerkes, Secretary

By: \_\_\_\_\_  
Dr. Matt H. Rostock, Chairman

WITNESSES:

EMPLOYEE:

\_\_\_\_\_  
  
\_\_\_\_\_

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

## Loxahatchee River District Job Description

<b>Job Title:</b> Executive Director	<b>Department:</b> Executive
<b>Reports to:</b> Governing Board	<input checked="" type="checkbox"/> Exempt (Salaried)
<b>Pay Grade:</b> Contract	<input type="checkbox"/> Nonexempt (Hourly)

**Supervises Directly:** Deputy Executive Director (1), Director of Finance and Administration (1), Director of Engineering (1), Operations Plant Manager (1), Director of Information Services (1), Human Resources Generalist (1), Executive Secretary (1), Environmental Education Manager (1), and Safety Officer (1).

**Supervises Through Subordinates:** entire organization

**Summary Statement**

The Executive Director serves as the District's Chief Executive Officer, and has overall responsibility for the management of the District in accordance with the District's Enabling Legislation, Rules, policies, and general direction as set by the Governing Board. The Executive Director provides direction and supervision for all consultants to the District, except for the auditors who work solely for the Board. The Executive Director oversees current and long-range planning so that required services are provided efficiently as the characteristics of the area change, and oversees coordination with other political and administrative governmental entities. The Executive Director exercises sound, independent judgment in directing the activities of the District, and is held responsible for achieving the District's goals and planned objectives. This position also serves as the District Clerk.

**Responsibilities**

1. Assume full management responsibility for all District activities; recommend and administer policies and procedures; manage development and implementation of District goals, objectives, and priorities.
2. Oversee and participate in the development of the District's Rate Study; oversee and participate in the development and administration of the District budget so as to provide quality service to the public; approve expenditures and implement budgetary adjustments as appropriate and necessary.
3. Collaborate with District Division Directors, managers and staff to develop, coordinate and complete District's work plan using the Rate Study and budgeting processes.
4. Assess and monitor work load, administrative and support systems, and internal reporting; identify opportunities for improvement; direct and implement change.
5. Establish appropriate service and staffing levels; monitor and evaluate the efficiency and effectiveness of District staff and programs; allocate resources accordingly.
6. Motivate District staff; provide for staff training; implement discipline and termination procedures; respond to employee grievances.
7. Respond to and resolve difficult and sensitive inquiries and complaints by employees, customers and members of the public; explain, justify and defend District programs, policies and activities; negotiate and resolve sensitive and controversial issues.
8. Represent the District to external agencies and entities.
9. Actively engage the Governing Board; participate on a variety of relevant boards, commissions, and committees; prepare and present staff reports and other necessary correspondence; submit abstracts and papers to share knowledge and technical expertise.
10. Attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of wastewater, reuse, reclaimed water, environmental science, river management, and other areas of municipal utilities.

**Education & Experience**

- Graduate degree in Business, Engineering, Environmental Science, or relevant field
- More than ten years of progressive management experience

**Key Competencies:**

- Exemplary Critical Thinking and Problem Solving
- Ethical Conduct at all times
- Excellent oral and written communications skills
- Ability to multitask and prioritize effectively
- Effective management skills
- Effective computer skills, including proficiency with Microsoft Office
- Thorough understanding of District policies
- Able to draft and manage District budget
- Considerable knowledge of the laws, codes, ordinances, Florida Statutes applicable to the District functions.
- Knowledge of modern management methods and practices
- Knowledge of general repair processes for underground utility needs related to wastewater infrastructure
- Knowledge of computer hardware/software i.e. Microsoft Office Suite, with ability to access, input, and retrieve information
- Advanced skills and proven experience in business writing and oral presentations
- Ability to exercise sound judgment and decision-making
- Ability to establish and maintain effective working relationships with staff, Governing Board, customers, public officials, other agencies, and the general public
- Pass a pre-employment physical and drug test
- Possess and maintain valid Florida driver's license

**Physical Demands:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**Physical Conditions:**

- ☒ Not substantially exposed to adverse environment conditions: job likely consists of typical office or administrative work.

**Physical Activities:**

☒ Extended periods of time at a keyboard or workstation.

☐ Stooping   ☐ Crouching   ☒ Walking   ☐ Grasping   ☐ Kneeling   ☒ Hearing  
☐ Reaching   ☒ Standing   ☐ Climbing   ☐ Crawling   ☐ Twisting

Lifting:        ☐ 10 pounds or less   ☒ 11-20 pounds   ☐ 21-50 pounds   ☐ 51-75 pounds   ☐ 76+ pounds

Pulling:       ☐ 10 pounds or less   ☒ 11-20 pounds   ☐ 21-50 pounds   ☐ 51-75 pounds   ☐ 76+ pounds

Pushing:       ☐ 10 pounds or less   ☒ 11-20 pounds   ☐ 21-50 pounds   ☐ 51-75 pounds   ☐ 76+ pounds

**This job description is not intended to be all inclusive. Duties and/or responsibilities may be added or deleted as the Governing Board requires to meet the District's ongoing needs.**

\_\_\_\_\_  
**Dr. Matt H. Rostock,**  
**Governing Board Chairman**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Employee: D. Albrey Arrington**

\_\_\_\_\_  
**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: November 9, 2023  
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. Consistent with state statute and our policies and procedures, I request your authorization to dispose of the items listed below:

Tag #	F/A #	Description	Condition	Date Recorded	Acquired Value	Book Value	Estimated Value
2766		Isotemp Incubator	Operational	09/30/14	\$ 1,585	\$ -	\$ 100
<b>Total Assets to be Disposed</b>					<b>\$ 1,585</b>	<b>\$ -</b>	<b>\$ 100</b>

The item listed in the schedule above is still operational, however, not reliable enough for District use. Staff would like Governing Board consideration to either donate this incubator to Jupiter High School Environmental Academy (for microbiology studies) or sell via public auction.

In addition, the following assets were aggregated with other assets or grouped as part of a project when purchased and we therefore do not have individualized asset information on each item, instead a description of each asset is provided. Consistent with state statute and our policies and procedures, I request your authorization to dispose of the items listed below:

Description	Serial Number	Condition	Estimated Value
2 HP Barnes Pump	C1535506-0811	Beyond Repair	\$50
2 HP Barnes Pump	SGVF2022L-LP622	Beyond Repair	\$50
2 HP Barnes Pump	C1102835-LP465	Beyond Repair	\$50
2 HP Barnes Pump	C1837897-0817	Beyond Repair	\$50
3 HP Flygt Pump	810019	Beyond Repair	\$0
5 HP Flygt Pump	150213	Beyond Repair	\$0
5 HP Flygt Pump	8920263	Beyond Repair	\$0
5 HP Flygt Pump	9070148	Beyond Repair	\$0
10 HP Flygt Pump	0230762	Beyond Repair	\$0

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.

**Dr. Matt H. Rostock**  
CHAIRMAN

**Kevin L. Baker**  
BOARD MEMBER

**Gordon M. Boggie**  
BOARD MEMBER

**Stephen B. Rockoff**  
BOARD MEMBER

**Clinton R. Yerkes**  
BOARD MEMBER



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 tangible personal property asset tag number 2766 and either donate to Jupiter Hight School Environmental Academy or sell via auction, and dispose of the items from aggregated assets listed in the schedule above in accordance with the District’s Disposal of Surplus Tangible Personal Property Policy.”**



# Change Orders

No Change Orders are presented  
for Board consideration this month.



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# LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

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

## MEMORANDUM

**TO:** GOVERNING BOARD  
**FROM:** D. ALBREY ARRINGTON, Ph.D.  
**DATE:** NOVEMBER 7, 2023  
**SUBJECT:** RENEWAL OF EMPLOYEE INSURANCE BENEFITS

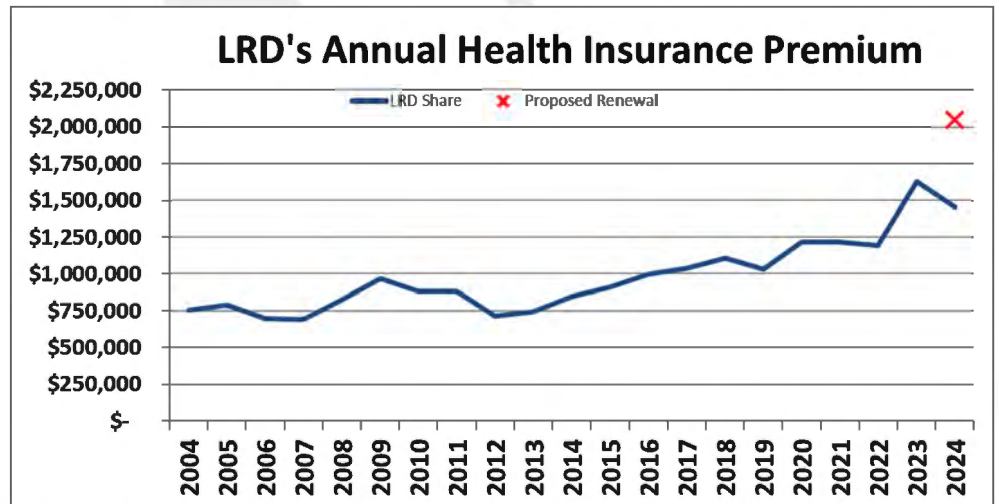
It is that time of year when we work on renewal of our employee insurance policies. Our voluntary vision insurance is not up for renewal until 1/1/2025, our Flexible Spending Account management is not up for renewal until 1/1/2026, and our voluntary supplemental insurance (Allstate) and pet insurance (ASPCA) are not up for renewal this year. Therefore, this month we are focused on renewing the following employee insurance plans (1) medical; (2) dental; (3) life and accidental death and dismemberment; (4) long term disability; and (5) voluntary life insurance.

Cigna, our incumbent health insurance provider, offered a renewal quote with a 26.7% rate increase! So, Gehring Group conducted an RFP to solicit more cost-effective offers. Cigna, Florida Blue, and UnitedHealthcare responded to the RFP for medical insurance. Each responding company has previously provided our health insurance and provided satisfactory service: UnitedHealthcare (2004-2005, 2007-2009, 2012, 2019-2021); Florida Blue (2006, 2013-2018), and Cigna (2010-2011, 2022-2023).

The chart below shows the health insurance premiums paid by LRD from 2004 through 2023 and projected for 2024. The red X plotted over 2024 shows the best and final offer renewal quote received from Cigna relative to our past premiums. I am happy to report that both Florida Blue and UnitedHealthcare provided options that are much more acceptable than the renewal quote offered by Cigna.

On the following pages, in the summary information provided by Gehring Group, you can see precise details of our existing medical insurance (Cigna – OAP Plan (as is); BAFO = best and final offer), three Florida Blue options (#03559, 03748, and 03769), and one UnitedHealthcare plan (BWMG c96). It is my recommendation that the Governing Board select the Florida Blue 03559 plan, which is an 8.0% premium decrease, i.e., annual savings of \$146,086. The

Florida Blue 03769 plan offers the ability to save 11.5% (\$209,210) by significantly eroding the benefits provided. Florida Blue 03748 plan decreases the potential savings to 3.2% (\$58,972) but provides greater benefits. *(In the Gehring Group summary, red text = decreased benefits, blue text = increased benefit, and black text = no change.)*



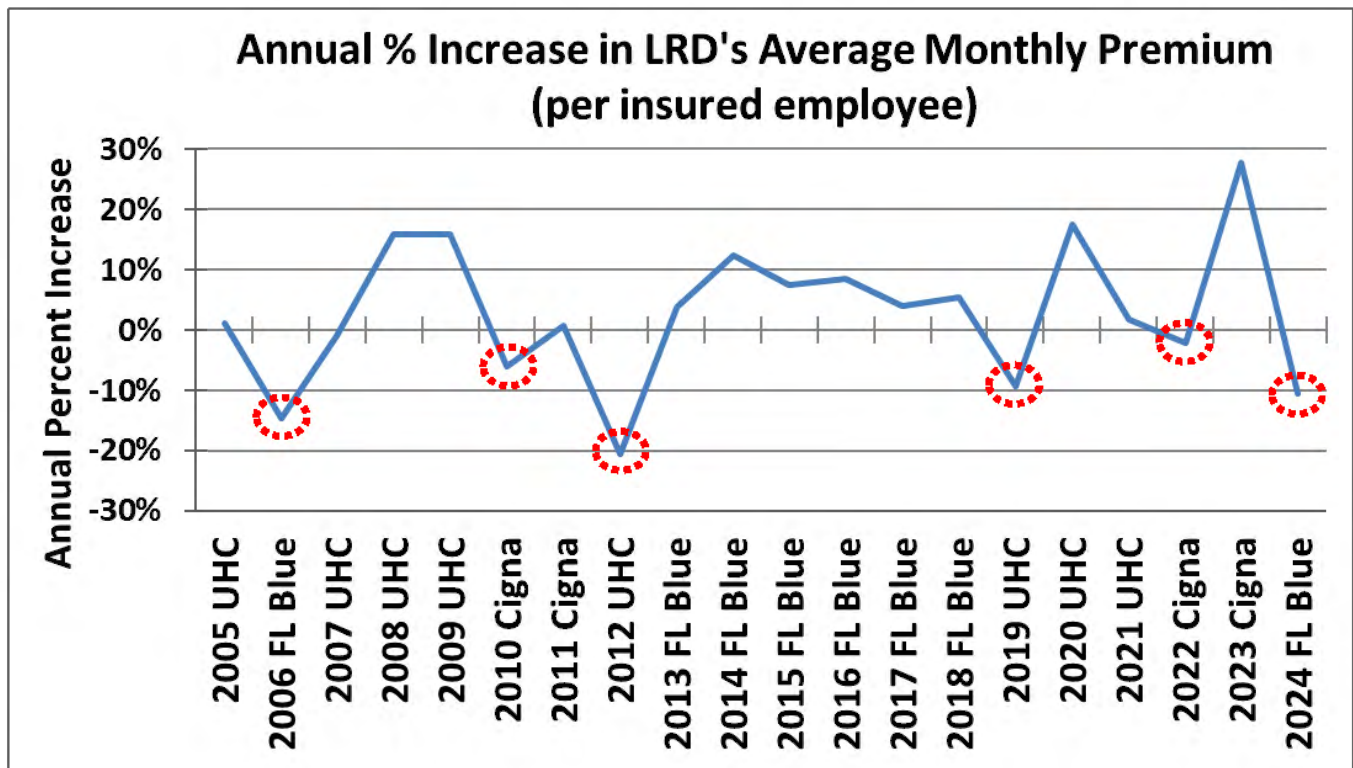
Dr. Matt H. Rostock  
CHAIRMAN

Kevin L. Baker  
BOARD MEMBER

Gordon M. Boggie  
BOARD MEMBER

Stephen B. Rockoff  
BOARD MEMBER

Clinton R. Yerkes  
BOARD MEMBER

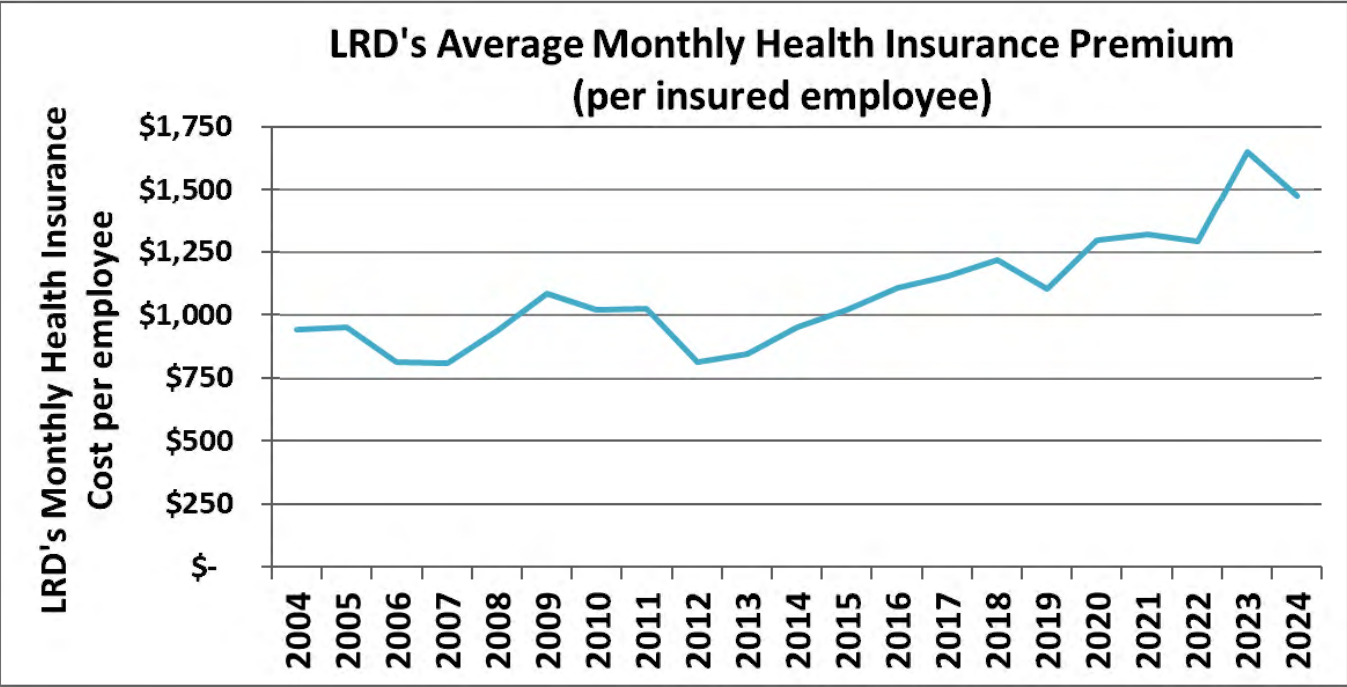


Clearly, we have benefitted by going out to the market and conducting a request for proposals. In the chart above, I have plotted the annual increase in medical insurance premiums paid by LRD per month per insured employee. This is a convenient way to standardize rates so they can be reliably compared across years. You can see six times between 2005 and 2024 we experienced a health insurance premium decrease (the x-axis shows calendar year and the health insurance provider for that year). In 2006 our premium declined by nearly 11% when we switched from UnitedHealthcare to Florida Blue. In 2010 our premium declined by nearly 8% when we switched from UnitedHealthcare to Cigna. In 2012 our premium declined by 18% when we switched from Cigna to UnitedHealthcare. In 2019 our premium declined by nearly 11% when we switched from Florida Blue to UnitedHealthcare. This year we are poised to save approximately 10% per insured employee if we switch from Cigna to Florida Blue 03559 plan.

I am happy to report that I surveyed the LRD staff regarding the three medical insurance companies. I specifically asked questions to assess our employees' perception of the quality of our options. 95% of respondents rated Florida Blue as Acceptable or better; 90% of respondents rated UnitedHealthcare as Acceptable or better; and 88% of respondents rated Cigna as Acceptable or better. So, all three options are acceptable to the vast majority of LRD staff, and Florida Blue is ranked by staff as the best option.

In the summary information provided by Gehring Group, you may want to review and compare the plan benefits between Florida Blue 03559 (my recommendation) against the other plans. It is my assessment that the recommended plan fairly balances plan benefits and costs.

If we evaluate our health insurance premiums as a function of mean monthly insurance premium paid by LRD per employee, our costs are projected to increase from \$994 per employee per month in 2004 to \$1,483 per employee per month in 2024. Over the prior 20-year period (2004-2024), our per employee monthly health insurance premiums have increased at an annual compounded rate of 3.01%, while medical inflation, measure as CPI – Medical Care, has average of 3.2% during this same period. So, our anticipated premium is inline with medical inflation.



**Dental Insurance:** Our current carrier (United Concordia) proposed to keep their rates constant (no rate increase). But, staff have encountered a growing list of dentists that do not accept United Concordia. I am pleased to report that Sun Life has offered nearly the exact same plan as we currently have with United Concordia (but with one improved benefit – they waive the deductible for preventative services for out of network providers) and they offered a 24-month rate guarantee, and this offer also represents no increase in premium. We did receive and review other dental policies, but the best value is provided by the Sun Life proposal. Therefore, I recommend we enter into contract with Sun Life for our dental insurance policy for the 24 month period 1/1/2024 through 12/31/2025.

**Basic Life, Accidental Death & Dismemberment,** and supplemental (voluntary) life insurance is currently provided by Reliance Standard, and they have offered to renew these policies for 24 months at last year's rates (no rate increase this year). Nonetheless, New York Life and The Standard both offer improved policies (richer benefits) at significantly reduced rates (11.6% and 11.5% savings). I recommend we select New York Life for our basic life, accidental death and dismemberment, and voluntary life insurance policies for the period 1/1/2024 through 12/31/2026.

**Long Term Disability Insurance** is currently provided by Reliance Standard. Their renewal quote includes a 0% rate increase and they will guarantee this rate for 24 months. New York Life includes a 18.1% rate decrease and it locks in this rate for 36 months. I recommend we select New York Life for our Long Term Disability Insurance for the period 1/1/2024 through 12/31/2026.

Please know that LRD staff are grateful to the Governing Board for investing in quality benefits for our team. I am proud that we have been able to find an option to provide quality benefits while containing costs, to the extent practical.

Based on these factors, I request your approval of the following motion:

**“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director, in accordance with the quotes provided and with an effective date of January 1, 2024, to:**

- **enter into contract with Florida Blue 03559 health insurance policy using their Blue Options network as presented,**
- **enter into contract with Sun Life for dental insurance, as presented, for 24 months, and**
- **enter into contract with New York Life for the following policies, as presented:**
  - **Basic Life and Accidental Death & Dismemberment Insurance for 36 months;**
  - **Long-Term Disability Insurance for 36 months; and**
  - **Voluntary life insurance for 36 months.”**

# Loxahatchee River District RFP Evaluation Meeting Packet

November 3, 2023



# Loxahatchee River District 2024 RFP Response List

Carrier	Medical	Dental	Life	LTD	EAP	DTQ	Comments
Aetna						⊘	High Cost Medical Conditions
Ameritas Group						⊘	No Response
AvMed						⊘	No Response
Beam Dental						⊘	Not Competitive
CAA, Inc.						⊘	No Response
Cigna	✓						Medical Incumbent
Companion Life						⊘	No Response
Deer Oaks EAP						⊘	No Response
Delta Dental						⊘	No Response
ESI Employee Assistance Group						⊘	No Response
Florida Blue	✓						
Florida Dental						⊘	No Response
Guardian, The						⊘	No Response
Hartford, The						⊘	No Response
Humana		✓	✓				
Liberty Dental Plan						⊘	No Response
Lincoln Financial Group						⊘	Not Competitive
Magellan Healthcare						⊘	No Response
MetLife						⊘	Not Competitive
Mutual of Omaha						⊘	No Response
New Directions						⊘	No Response
New York Life			✓	✓	✓		
Principal Financial Group						⊘	Not Competitive
Ochs			✓	✓	✓		
Optum Health						⊘	No Response
Reliance Standard			✓	✓	✓		Life, Disability & EAP Incumbent

Loxahatchee River District  
2024-2025 RFP Response List



Carrier	Medical	Dental	Life	LTD	EAP	DTQ	Comments
Renaissance Family						⊘	No Response
Solstice		✓					
Standard, The			✓	✓	✓		
Sun Life		✓	✓	✓	✓		
United Concordia		✓					Dental Incumbent
UnitedHealthcare	✓	✓	✓	✓	✓		
Unum						⊘	No Response

# Medical RFP Evaluation

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**Loxahatchee River District  
Medical Insurance Evaluation  
Effective Date: January 1, 2024**

	CURRENT		BAFO RENEWAL		ALTERNATIVE #1	
SCHEDULE OF BENEFITS	Cigna - OAP Plan (As Is)		Cigna - OAP Plan (As Is)		Florida Blue - 03559	
Plan Basics	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
Network Name	Open Access Plus		Open Access Plus		BlueOptions	
Calendar Year Deductible						
Single	\$500	\$1,000	\$500	\$1,000	\$500	\$750
Family	\$1,000	\$2,000	\$1,000	\$2,000	\$1,500	\$2,250
Out of Pocket CYM						
Single	\$2,500	\$5,000	\$2,500	\$5,000	\$2,500	\$5,000
Family	\$5,000	\$10,000	\$5,000	\$10,000	\$5,000	\$10,000
Coinsurance (Member Pays)	20%	40%	20%	40%	20%	40%
Non-Hospital Services						
Primary Care Physician	\$20	40% after CYD	\$20	40% after CYD	\$20	40% after CYD
Specialist	\$20	40% after CYD	\$20	40% after CYD	\$40	40% after CYD
Virtual Office Visits	No Charge	40% after CYD	No Charge	40% after CYD	No Charge/\$40	Not Covered
Preventive Care	No Charge	40% after CYD	No Charge	40% after CYD	No Charge	40%
Independent Clinical Lab (Bloodwork)	No Charge	40% after CYD	No Charge	40% after CYD	No Charge	40% after CYD
X-Rays	No Charge	40% after CYD	No Charge	40% after CYD	\$50	40% after CYD
Advanced Imaging	20% after CYD	40% after CYD	20% after CYD	40% after CYD	\$150	40% after CYD
Urgent Care	\$50	40% after CYD	\$50	40% after CYD	\$45	\$45 after CYD
Hospital Services						
Inpatient Hospital	20% after CYD	40% after CYD	20% after CYD	40% after CYD	\$600	40% after CYD
Outpatient Hospital	20% after CYD	40% after CYD	20% after CYD	40% after CYD	\$200	40% after CYD
Physician Services at Hospital	20% after CYD	40% after CYD	20% after CYD	40% after CYD	20% after CYD	20% after INN CYD
Emergency Room	\$350	\$350	\$350	\$350	\$100	\$100
Mental Health / Substance Abuse						
Inpatient Hospital	20% after CYD	40% after CYD	20% after CYD	40% after CYD	No Charge	40%
Outpatient Hospital	20% after CYD	40% after CYD	20% after CYD	40% after CYD	No Charge	40%
Outpatient Office Visit	\$20	40% after CYD	\$20	40% after CYD	No Charge	40%
Pharmacy						
Tier 1	\$10	40%	\$10	40%	\$10	50%
Tier 2	\$45		\$45		\$50	
Tier 3	\$80		\$80		\$80	
Tier 4	N/A		N/A		N/A	
Specialty	\$125		\$125		20%	
Mail Order Copay	\$25/\$113/\$200	Not Covered	\$25/\$113/\$200	Not Covered	\$25/\$125/\$200	Not Covered
Rates						
Employee	31	\$941.74		\$1,064.09		\$858.40
Employee + Spouse	18	\$2,259.80		\$2,553.39		\$1,957.14
Employee + Child(ren)	13	\$1,595.59		\$1,802.89		\$1,716.79
Family	20	\$3,032.77		\$3,426.79		\$2,746.87
Monthly Premium	82	\$151,268		\$170,921		\$139,095
Annual Premium		\$1,815,221		\$2,051,054		\$1,669,135
\$ Increase/(Decrease)		N/A		\$235,833		-\$146,086
% Increase/(Decrease)		N/A		13.0%		-8.0%

Level-Funded

Level-Funded

Fully Insured

**Loxahatchee River District  
Medical Insurance Evaluation  
Effective Date: January 1, 2024**

	CURRENT		ALTERNATIVE #2		ALTERNATIVE #3	
SCHEDULE OF BENEFITS	Cigna - OAP Plan (As Is)		Florida Blue - 03748		Florida Blue - 03769	
Plan Basics	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
Network Name	Open Access Plus		BlueOptions		BlueOptions	
Calendar Year Deductible						
Single	\$500	\$1,000	\$0	\$500	\$500	\$1,500
Family	\$1,000	\$2,000	\$0	\$1,500	\$1,500	\$4,500
Out of Pocket CYM						
Single	\$2,500	\$5,000	\$1,500	\$3,000	\$3,000	\$6,000
Family	\$5,000	\$10,000	\$3,000	\$6,000	\$6,000	\$12,000
Coinsurance (Member Pays)	20%	40%	0%	40%	20%	50%
Non-Hospital Services						
Primary Care Physician	\$20	40% after CYD	\$10	40% after CYD	\$25	50% after CYD
Specialist	\$20	40% after CYD	\$25	40% after CYD	\$60	50% after CYD
Virtual Office Visits	No Charge	40% after CYD	No Charge/\$25	Not Covered	No Charge/\$60	Not Covered
Preventive Care	No Charge	40% after CYD	No Charge	40%	No Charge	50%
Independent Clinical Lab (Bloodwork)	No Charge	40% after CYD	No Charge	40% after CYD	No Charge	50% after CYD
X-Rays	No Charge	40% after CYD	\$50	40% after CYD	\$50	50% after CYD
Advanced Imaging	20% after CYD	40% after CYD	\$125	40% after CYD	20% after CYD	50% after CYD
Urgent Care	\$50	40% after CYD	\$30	\$30 after CYD	\$65	\$65 after CYD
Hospital Services						
Inpatient Hospital	20% after CYD	40% after CYD	\$250	\$750	20% after CYD	50% after CYD
Outpatient Hospital	20% after CYD	40% after CYD	\$150	\$300	20% after CYD	50% after CYD
Physician Services at Hospital	20% after CYD	40% after CYD	\$10	\$10	\$100	\$100
Emergency Room	\$350	\$350	\$100	\$100	\$300	\$300
Mental Health / Substance Abuse						
Inpatient Hospital	20% after CYD	40% after CYD	No Charge	\$750	No Charge	50%
Outpatient Hospital	20% after CYD	40% after CYD	No Charge	\$300	No Charge	50%
Outpatient Office Visit	\$20	40% after CYD	No Charge	\$300	No Charge	50%
Pharmacy						
Tier 1	\$10	40%	\$10	50%	\$10	50%
Tier 2	\$45		\$50		\$50	
Tier 3	\$80		\$80		\$80	
Tier 4	N/A		N/A		N/A	
Specialty	\$125		20%		20%	
Mail Order Copay	\$25/\$113/\$200	Not Covered	\$25/\$125/\$200	Not Covered	\$25/\$125/\$200	Not Covered
Rates						
Employee	31	\$941.74		\$903.20		\$825.93
Employee + Spouse	18	\$2,259.80		\$2,059.29		\$1,883.13
Employee + Child(ren)	13	\$1,595.59		\$1,806.39		\$1,651.87
Family	20	\$3,032.77		\$2,890.23		\$2,642.99
Monthly Premium	82	\$151,268		\$146,354		\$133,834
Annual Premium		\$1,815,221		\$1,756,249		\$1,606,011
\$ Increase/(Decrease)		N/A		-\$58,972		-\$209,210
% Increase/(Decrease)		N/A		-3.2%		-11.5%

Level-Funded

Fully Insured

Fully Insured



**Loxahatchee River District  
Medical Insurance Evaluation  
Effective Date: January 1, 2024**

		CURRENT		ALTERNATIVE #4	
SCHEDULE OF BENEFITS		Cigna - OAP Plan (As Is)		UnitedHealthcare - BWMG c96	
Plan Basics		In Network	Out of Network	In Network	Out of Network
Network Name		Open Access Plus		Choice Plus	
Calendar Year Deductible					
Single		\$500	\$1,000	\$500	\$1,000
Family		\$1,000	\$2,000	\$1,000	\$3,000
Out of Pocket CYM					
Single		\$2,500	\$5,000	\$2,500	\$5,000
Family		\$5,000	\$10,000	\$5,000	\$10,000
Coinsurance (Member Pays)		20%	40%	20%	50%
Non-Hospital Services					
Primary Care Physician		\$20	40% after CYD	\$15	50% after CYD
Specialist		\$20	40% after CYD	\$35	50% after CYD
Virtual Office Visits		No Charge	40% after CYD	No Charge	50% after CYD
Preventive Care		No Charge	40% after CYD	No Charge	50% after CYD
Independent Clinical Lab (Bloodwork)		No Charge	40% after CYD	No Charge / 50%	50% after CYD
X-Rays		No Charge	40% after CYD	No Charge	50% after CYD
Advanced Imaging		20% after CYD	40% after CYD	\$150/\$750	50% after CYD
Urgent Care		\$50	40% after CYD	\$40	50% after CYD
Hospital Services					
Inpatient Hospital		20% after CYD	40% after CYD	\$1,000	50% after CYD
Outpatient Hospital		20% after CYD	40% after CYD	\$350	50% after CYD
Physician Services at Hospital		20% after CYD	40% after CYD	20% after CYD	50% after CYD
Emergency Room		\$350	\$350	\$350	\$350
Mental Health / Substance Abuse					
Inpatient Hospital		20% after CYD	40% after CYD	\$1,000	50% after CYD
Outpatient Hospital		20% after CYD	40% after CYD	No Charge	50% after CYD
Outpatient Office Visit		\$20	40% after CYD	\$35	50% after CYD
Pharmacy					
Tier 1		\$10	40%	\$10	Tier 1-4
Tier 2		\$45		\$45	
Tier 3		\$80		\$80	
Tier 4		N/A		\$125	
Specialty		\$125		Tier 1-4	
Mail Order Copay		\$25/\$113/\$200	Not Covered	\$25/\$112.50/\$200/ \$312.50	Not Covered
Rates					
Employee	31	\$941.74		\$992.33	
Employee + Spouse	18	\$2,259.80		\$2,381.59	
Employee + Child(ren)	13	\$1,595.59		\$1,681.01	
Family	20	\$3,032.77		\$3,195.30	
Monthly Premium	82	\$151,268		\$159,390	
Annual Premium		\$1,815,221		\$1,912,680	
\$ Increase/(Decrease)		N/A		\$97,459	
% Increase/(Decrease)		N/A		5.4%	

Level-Funded

Fully Insured

# Dental RFP Evaluation

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	CURRENT		RENEWAL		ALTERNATIVE #1		ALTERNATIVE #2	
SCHEDULE OF BENEFITS	United Concordia		United Concordia		Solstice		Sun Life	
Plan Basics	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
Annual Benefit Maximum	\$1,500		\$1,500		\$1,500		\$1,500	
Orthodontia - Lifetime Max	\$1,500		\$1,500		\$1,000		\$1,500	
Deductibles								
Single	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50
Family Aggregate	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150
Ded. Waived for Preventive Services?	Yes	No	Yes	No	Yes	Yes	Yes	Yes
Benefits								
Preventative	100%	100%	100%	100%	100%	100%	100%	100%
Basic	100%	80%	100%	80%	100%	80%	100%	80%
Major	60%	50%	60%	50%	60%	50%	60%	50%
Child Orthodontia	50%	50%	50%	50%	50%	50%	50%	50%
Service Information								
Periodontics and Endodontics	Basic		Basic		Basic		Basic	
Out of Network Benefits Payable	90th Percentile		90th Percentile		90th Percentile		90th Percentile	
Rate Guarantee	12 Months: Expires 12/31/2023		12 Months: Expires 12/31/2024		24 Months: Expires 12/31/2025		24 Months: Expires 12/31/2025	
Employee	29	\$29.21		\$29.21		\$28.43		\$29.21
Employee + Spouse	21	\$58.02		\$58.02		\$56.48		\$58.02
Employee + Child(ren)	8	\$64.29		\$64.29		\$62.58		\$64.29
Employee + Family	23	\$102.47		\$102.47		\$99.75		\$102.47
Monthly Premium	81	\$4,937		\$4,937		\$4,805		\$4,937
Annual Premium		\$59,240		\$59,240		\$57,665		\$59,240
\$ Increase/(Decrease)		N/A		\$0		-\$1,574		\$0
% Increase/(Decrease)		N/A		0.0%		-2.7%		0.0%

	CURRENT		ALTERNATIVE #3		ALTERNATIVE #4		ALTERNATIVE #5	
SCHEDULE OF BENEFITS	United Concordia		Humana		UnitedHealthcare - P5430		UnitedHealthcare - 5P181	
Plan Basics	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
Annual Benefit Maximum	\$1,500		\$1,500		\$1,000		Unlimited	
Orthodontia - Lifetime Max	\$1,500		\$1,500		N/A		N/A	
Deductibles								
Single	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50
Family Aggregate	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150
Ded. Waived for Preventive Services?	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes
Benefits								
Preventative	100%	100%	100%	100%	100%	100%	100%	100%
Basic	100%	80%	100%	80%	80%	80%	80%	80%
Major	60%	50%	60%	50%	50%	50%	50%	50%
Child Orthodontia	50%	50%	50%	50%	N/A	N/A	N/A	N/A
Service Information								
Periodontics and Endodontics	Basic		Basic		Basic		Basic	
Out of Network Benefits Payable	90th Percentile		90th Percentile		MAC		MAC	
Rate Guarantee	12 Months: Expires 12/31/2023		12 Months: Expires 12/31/2024		12 Months: Expires 12/31/2024		12 Months: Expires 12/31/2024	
Employee	29	\$29.21		\$44.67		\$27.35		\$35.73
Employee + Spouse	21	\$58.02		\$89.34		\$54.69		\$71.46
Employee + Child(ren)	8	\$64.29		\$123.15		\$58.98		\$69.97
Employee + Family	23	\$102.47		\$169.82		\$90.55		\$110.27
Monthly Premium	81	\$4,937		\$8,063		\$4,496		\$5,633
Annual Premium		\$59,240		\$96,752		\$53,954		\$67,594
\$ Increase/(Decrease)		N/A		\$37,512		-\$5,286		\$8,354
% Increase/(Decrease)		N/A		63.3%		-8.9%		14.1%

# Basic Life and AD&D Renewal Evaluation

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Loxahatchee River District  
Basic Life and AD&D Insurance Renewal Evaluation  
Effective Date: January 1, 2024



	CURRENT	RENEWAL	ALTERNATIVE #1
SCHEDULE OF BENEFITS	Reliance Standard	Reliance Standard	New York Life
<u>Life and AD&amp;D Benefit</u>			
Eligibility	Active, FT Employees working 30 or more hours per week, except any person working on a temporary or seasonal basis	Active, FT Employees working 30 or more hours per week, except any person working on a temporary or seasonal basis	Active, FT Employees working 30 or more hours per week
Employee Benefit	\$50,000	\$50,000	\$50,000
Dependent Life	Spouse Life: \$5,000 (Ends at age 70) Child: \$250 (14 days to 6 months) / \$2,500 (6 months to age 20 or to 26 FT student)	Spouse Life: \$5,000 (Ends at age 70) Child: \$250 (14 days to 6 months) / \$2,500 (6 months to age 20, 26 FT student)	Spouse Life: \$5,000 (Ends at age 70) Child: \$250 ( <b>Birth</b> to 6 months) / \$2,500 (6 months to age 20, 26 FT student)
<u>Features</u>			
Waiver of Premium	Included	Included	Included
Accelerated Benefit	75% to \$250,000	75% to \$250,000	75% to <b>\$287,500</b>
Age Reduction Schedule	65% at age 65 50% at age 70 Benefits terminate at retirement	65% at age 65 50% at age 70 Benefits terminate at retirement	65% at age 65 50% at age 70 Benefits terminate at retirement
<u>Rate Guarantee</u>	<b>12 Months: Expires 12/31/2023</b>	<b>24 Months: Expires 12/31/2025</b>	<b>36 Months: Expires 12/31/2026</b>
Basic Life Rate / \$1,000 78	\$0.180	\$0.180	\$0.140
AD&D Rate / \$1,000	\$0.025	\$0.025	\$0.025
<b>Total Life AD&amp;D Rate / \$1,000</b>	<b>\$0.205</b>	<b>\$0.205</b>	<b>\$0.165</b>
Volume	\$3,807,500	\$3,807,500	\$3,807,500
<b>Monthly Premium</b>	<b>\$781</b>	<b>\$781</b>	<b>\$628</b>
<b>Annual Premium</b>	<b>\$9,366</b>	<b>\$9,366</b>	<b>\$7,539</b>
Dependent Basic Life Rate / \$1,000 49	\$1.340	\$1.340	\$2.451
<b>Monthly Premium</b>	<b>\$66</b>	<b>\$66</b>	<b>\$120</b>
<b>Annual Premium</b>	<b>\$788</b>	<b>\$788</b>	<b>\$1,441</b>
<b>Monthly Premium</b>	<b>\$846</b>	<b>\$846</b>	<b>\$748</b>
<b>Annual Premium</b>	<b>\$10,154</b>	<b>\$10,154</b>	<b>\$8,980</b>
<b>\$ Increase/(Decrease)</b>	<b>N/A</b>	<b>\$0</b>	<b>-\$1,174</b>
<b>% Increase/(Decrease)</b>	<b>N/A</b>	<b>0.0%</b>	<b>-11.6%</b>

Loxahatchee River District  
Basic Life and AD&D Insurance Renewal Evaluation  
Effective Date: January 1, 2024



		CURRENT	ALTERNATIVE #2	ALTERNATIVE #3
SCHEDULE OF BENEFITS		Reliance Standard	The Standard	Ochs
<u>Life and AD&amp;D Benefit</u>				
Eligibility		Active, FT Employees working 30 or more hours per week, except any person working on a temporary or seasonal basis	A regular employee of the Employer working 30 or more hours per week	Active, FT Employees working 30 or more hours per week, except any person working on a temporary or seasonal basis
Employee Benefit		\$50,000	\$50,000	\$50,000
Dependent Life		Spouse Life: \$5,000 (Ends at age 70) Child: \$250 (14 days to 6 months) / \$2,500 (6 months to age 20 or to 26 FT student)	Spouse Life: \$5,000 Child: <b>\$2,500 (Birth to age 26)</b>	Spouse Life: \$5,000 (Ends at age 70) Child: \$250 (14 days to 6 months) / \$2,500 (6 months to age 20 or to 26 FT student)
<u>Features</u>				
Waiver of Premium		Included	Included	Included
Accelerated Benefit		75% to \$250,000	<b>80% to \$500,000</b>	<b>100% to \$1,000,000</b>
Age Reduction Schedule		65% at age 65 50% at age 70 Benefits terminate at retirement	65% at age 65 50% at age 70 Benefits terminate at retirement	65% at age 65 50% at age 70 Benefits terminate at retirement
<u>Rate Guarantee</u>		<b>12 Months: Expires 12/31/2023</b>	<b>36 Months: Expires 12/31/2026</b>	<b>36 Months: Expires 12/31/2026</b>
Basic Life Rate / \$1,000	78	\$0.180	\$0.160	\$0.225
AD&D Rate / \$1,000		\$0.025	\$0.025	\$0.025
<b>Total Life AD&amp;D Rate / \$1,000</b>		<b>\$0.205</b>	<b>\$0.185</b>	<b>\$0.250</b>
Volume		\$3,807,500	\$3,807,500	\$3,807,500
<b>Monthly Premium</b>		<b>\$781</b>	<b>\$704</b>	<b>\$952</b>
<b>Annual Premium</b>		<b>\$9,366</b>	<b>\$8,453</b>	<b>\$11,423</b>
Dependent Basic Life Rate / \$1,000	49	\$1.340	\$0.900	\$1.340
<b>Monthly Premium</b>		<b>\$66</b>	<b>\$44</b>	<b>\$66</b>
<b>Annual Premium</b>		<b>\$788</b>	<b>\$529</b>	<b>\$788</b>
<b>Monthly Premium</b>		<b>\$846</b>	<b>\$748</b>	<b>\$1,018</b>
<b>Annual Premium</b>		<b>\$10,154</b>	<b>\$8,982</b>	<b>\$12,210</b>
<b>\$ Increase/(Decrease)</b>		<b>N/A</b>	<b>-\$1,173</b>	<b>\$2,056</b>
<b>% Increase/(Decrease)</b>		<b>N/A</b>	<b>-11.5%</b>	<b>20.2%</b>

Loxahatchee River District  
Basic Life and AD&D Insurance Renewal Evaluation  
Effective Date: January 1, 2024



		CURRENT	ALTERNATIVE #4	ALTERNATIVE #5
SCHEDULE OF BENEFITS		Reliance Standard	Sun Life	Humana
<u>Life and AD&amp;D Benefit</u>				
Eligibility		Active, FT Employees working 30 or more hours per week, except any person working on a temporary or seasonal basis	Active, FT Employees working 30 or more hours per week	Active, FT Employees working 30 or more hours per week, except any person working on a temporary or seasonal basis
Employee Benefit		\$50,000	\$50,000	\$50,000
Dependent Life		Spouse Life: \$5,000 (Ends at age 70) Child: \$250 (14 days to 6 months) / \$2,500 (6 months to age 20 or to 26 FT student)	Spouse Life: \$5,000 Child: \$250 (14 days to 6 months) / \$2,500 (6 months to age 19 or to 23 FT student)	Spouse Life: \$10,000 (Ends at age 65) Child: \$500 (15 days to 6 months) / \$2,500 (6 months to age 26)
<u>Features</u>				
Waiver of Premium		Included	Included	Included
Accelerated Benefit		75% to \$250,000	75% to \$500,000	50% to \$250,000
Age Reduction Schedule		65% at age 65 50% at age 70 Benefits terminate at retirement	65% at age 65 50% at age 70 Benefits terminate at retirement	65% at age 65 50% at age 70 Benefits terminate at retirement
<u>Rate Guarantee</u>		12 Months: Expires 12/31/2023	36 Months: Expires 12/31/2026	36 Months: Expires 12/31/2026
Basic Life Rate / \$1,000	78	\$0.180	\$0.220	\$0.320
AD&D Rate / \$1,000		\$0.025	\$0.025	\$0.020
<b>Total Life AD&amp;D Rate / \$1,000</b>		<b>\$0.205</b>	<b>\$0.245</b>	<b>\$0.340</b>
Volume		\$3,807,500	\$3,807,500	\$3,807,500
<b>Monthly Premium</b>		<b>\$781</b>	<b>\$933</b>	<b>\$1,295</b>
<b>Annual Premium</b>		<b>\$9,366</b>	<b>\$11,194</b>	<b>\$15,535</b>
Dependent Basic Life Rate / \$1,000	49	\$1.340	\$2.895	\$3.580
<b>Monthly Premium</b>		<b>\$66</b>	<b>\$142</b>	<b>\$175</b>
<b>Annual Premium</b>		<b>\$788</b>	<b>\$1,702</b>	<b>\$2,105</b>
<b>Monthly Premium</b>		<b>\$846</b>	<b>\$1,075</b>	<b>\$1,470</b>
<b>Annual Premium</b>		<b>\$10,154</b>	<b>\$12,896</b>	<b>\$17,640</b>
<b>\$ Increase/(Decrease)</b>		<b>N/A</b>	<b>\$2,742</b>	<b>\$7,485</b>
<b>% Increase/(Decrease)</b>		<b>N/A</b>	<b>27.0%</b>	<b>73.7%</b>



Loxahatchee River District  
Basic Life and AD&D Insurance Renewal Evaluation  
Effective Date: January 1, 2024



		CURRENT	ALTERNATIVE #6	ALTERNATIVE #7
SCHEDULE OF BENEFITS		Reliance Standard	UnitedHealthcare	New York Life
<u>Life and AD&amp;D Benefit</u>				
Eligibility		Active, FT Employees working 30 or more hours per week, except any person working on a temporary or seasonal basis	Active, FT Employees working 30 or more hours per week, except any person working on a temporary or seasonal basis	Active, FT Employees working 30 or more hours per week
Employee Benefit		\$50,000	\$50,000	<b>\$100,000</b>
Dependent Life		Spouse Life: \$5,000 (Ends at age 70) Child: \$250 (14 days to 6 months) / \$2,500 (6 months to age 20 or to 26 FT student)	Spouse Life: <b>\$4,000</b> Child: <b>\$2,000</b> (14 days to age <b>26, 30</b> FT student)	Spouse Life: \$5,000 (Ends at age 70) Child: \$250 ( <b>Birth</b> to 6 months) / \$2,500 (6 months to age 20, 26 FT student)
<u>Features</u>				
Waiver of Premium		Included	Included	Included
Accelerated Benefit		75% to \$250,000	TBD	75% to <b>\$287,500</b>
Age Reduction Schedule		65% at age 65 50% at age 70 Benefits terminate at retirement	65% at age 65 50% at age 70 Benefits terminate at retirement	65% at age 65 50% at age 70 Benefits terminate at retirement
<u>Rate Guarantee</u>		<b>12 Months: Expires 12/31/2023</b>	<b>24 Months: Expires 12/31/2025</b>	<b>36 Months: Expires 12/31/2026</b>
Basic Life Rate / \$1,000	78	\$0.180	\$0.350	\$0.170
AD&D Rate / \$1,000		\$0.025	\$0.020	\$0.025
<b>Total Life AD&amp;D Rate / \$1,000</b>		<b>\$0.205</b>	<b>\$0.370</b>	<b>\$0.195</b>
Volume		\$3,807,500	\$3,807,500	\$7,615,000
<b>Monthly Premium</b>		<b>\$781</b>	<b>\$1,409</b>	<b>\$1,485</b>
<b>Annual Premium</b>		<b>\$9,366</b>	<b>\$16,905</b>	<b>\$17,819</b>
Dependent Basic Life Rate / \$1,000	49	\$1.340	\$1.690	\$2.451
<b>Monthly Premium</b>		<b>\$66</b>	<b>\$83</b>	<b>\$120</b>
<b>Annual Premium</b>		<b>\$788</b>	<b>\$994</b>	<b>\$1,441</b>
<b>Monthly Premium</b>		<b>\$846</b>	<b>\$1,492</b>	<b>\$1,605</b>
<b>Annual Premium</b>		<b>\$10,154</b>	<b>\$17,899</b>	<b>\$19,260</b>
<b>\$ Increase/(Decrease)</b>		<b>N/A</b>	<b>\$7,745</b>	<b>\$9,106</b>
<b>% Increase/(Decrease)</b>		<b>N/A</b>	<b>76.3%</b>	<b>89.7%</b>



Loxahatchee River District  
Basic Life and AD&D Insurance Renewal Evaluation  
Effective Date: January 1, 2024

	CURRENT	ALTERNATIVE #8
SCHEDULE OF BENEFITS	Reliance Standard	The Standard
<u>Life and AD&amp;D Benefit</u>		
Eligibility	Active, FT Employees working 30 or more hours per week, except any person working on a temporary or seasonal basis	A regular employee of the Employer working 30 or more hours per week
Employee Benefit	\$50,000	<b>\$100,000</b>
Dependent Life	Spouse Life: \$5,000 (Ends at age 70) Child: \$250 (14 days to 6 months) / \$2,500 (6 months to age 20 or to 26 FT student)	Spouse Life: \$5,000 Child: <b>\$2,500</b> (Birth to age <b>26</b> )
<u>Features</u>		
Waiver of Premium	Included	Included
Accelerated Benefit	75% to \$250,000	<b>80% to \$500,000</b>
Age Reduction Schedule	65% at age 65 50% at age 70 Benefits terminate at retirement	65% at age 65 50% at age 70 Benefits terminate at retirement
<u>Rate Guarantee</u>	<b>12 Months: Expires 12/31/2023</b>	<b>36 Months: Expires 12/31/2026</b>
Basic Life Rate / \$1,000 78	\$0.180	\$0.180
AD&D Rate / \$1,000	\$0.025	\$0.025
<b>Total Life AD&amp;D Rate / \$1,000</b>	<b>\$0.205</b>	<b>\$0.205</b>
Volume	\$3,807,500	\$7,615,000
<b>Monthly Premium</b>	<b>\$781</b>	<b>\$1,561</b>
<b>Annual Premium</b>	<b>\$9,366</b>	<b>\$18,733</b>
Dependent Basic Life Rate / \$1,000 49	\$1.340	\$0.900
<b>Monthly Premium</b>	<b>\$66</b>	<b>\$44</b>
<b>Annual Premium</b>	<b>\$788</b>	<b>\$529</b>
<b>Monthly Premium</b>	<b>\$846</b>	<b>\$1,605</b>
<b>Annual Premium</b>	<b>\$10,154</b>	<b>\$19,262</b>
<b>\$ Increase/(Decrease)</b>	<b>N/A</b>	<b>\$9,108</b>
<b>% Increase/(Decrease)</b>	<b>N/A</b>	<b>89.7%</b>

# Voluntary Life RFP Evaluation

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**Loxahatchee River District**  
**Voluntary Life and AD&D Insurance Renewal Evaluation**  
**Effective Date: January 1, 2024**

	CURRENT	RENEWAL	ALTERNATIVE #1	
SCHEDULE OF BENEFITS	Reliance Standard	Reliance Standard	Humana	
<b>Life and AD&amp;D Benefits</b>				
Eligibility	Active, FT Employees working 30 or more hours per week, except any person working on a temporary or seasonal basis	Active, FT Employees working 30 or more hours per week, except any person working on a temporary or seasonal basis	Active, FT Employees working 30 or more hours per week, except any person working on a temporary or seasonal basis	
<b>Employee Formula</b>	Increments of \$10,000, NTE \$500,000, NTE 10x Earnings for Amounts Over \$150,000	Increments of \$10,000, NTE \$500,000, NTE 10x Earnings for Amounts Over \$150,000	Increments of <b>\$1,000</b> , NTE \$500,000	
Guarantee Issue	\$100,000 (Under Age 70)	\$100,000 (Under Age 70)	\$100,000	
<b>Spouse Formula</b>	Increments of \$10,000 up to 50% of EE amount (Terminates at age 75)	Increments of \$10,000 up to 50% of EE amount (Terminates at age 75)	Increments of <b>\$1,000</b> up to 50% of EE amount	
Guarantee Issue	\$10,000 (Under age 60)	\$10,000 (Under age 60)	<b>\$50,000</b>	
<b>Child Formula</b>	14 days to 6 months: \$1,000 6 months to 20 years or to 26 FT student: \$10,000	14 days to 6 months: \$1,000 6 months to 20 years or to 26 FT student: \$10,000	<b>15</b> days to 6 months: <b>\$500</b> 6 months to 26 years: \$5,000/\$10,000	
Guarantee Issue	All Guaranteed Issue	All Guaranteed Issue	All Guaranteed Issue	
<b>Features</b>				
Age Reductions (Reduces to)	60% at 75, 35% at 80, 27.5% at 85, 20% at 90, 7.5% at 95, 5% at 100+	60% at 75, 35% at 80, 27.5% at 85, 20% at 90, 7.5% at 95, 5% at 100+	<b>65%</b> at <b>65</b> , <b>50%</b> at <b>70</b>	
Accelerated Death Benefit	Included	Included	Included	
Conversion	Included	Included	Included	
Portability	Included	Included	Included	
Waiver of Premium	Included	Included	Included	
<b>Rate Guarantee</b>	<b>12 Months: Expires 12/31/2023</b>	<b>12 Months: Expires 12/31/2024</b>	<b>36 Months: Expires 12/31/2026</b>	
<b>Age Banded Rates/\$1,000</b>			<b>Employee</b>	<b>Spouse</b>
24 & Under	\$0.070	\$0.070	\$0.060	\$0.050
25-29	\$0.070	\$0.070	\$0.060	\$0.050
30-34	\$0.080	\$0.080	\$0.070	\$0.050
35-39	\$0.100	\$0.100	\$0.090	\$0.070
40-44	\$0.160	\$0.160	\$0.140	\$0.110
45-49	\$0.260	\$0.260	\$0.220	\$0.170
50-54	\$0.500	\$0.500	\$0.350	\$0.270
55-59	\$0.800	\$0.800	\$0.550	\$0.430
60-64	\$0.930	\$0.930	\$0.770	\$0.600
65-69	\$1.680	\$1.680	\$1.280	\$0.980
70-74	\$3.290	\$3.290	\$2.490	\$1.920
75-79	\$3.290	\$3.290	\$4.810	\$3.710
80-84	\$3.290	\$3.290	\$8.980	\$6.920
85-99	\$3.290	\$3.290	\$8.980	\$6.920
Child(ren)	\$0.156	\$0.156	\$0.200	
Employee AD&D	\$0.016	\$0.016	\$0.030	
Dependent AD&D (Spouse/Child)	\$0.016/\$0.016	\$0.016/\$0.016	\$0.030/\$0.030	

**Loxahatchee River District**  
**Voluntary Life and AD&D Insurance Renewal Evaluation**  
**Effective Date: January 1, 2024**

	CURRENT	ALTERNATIVE #2	ALTERNATIVE #3
SCHEDULE OF BENEFITS	Reliance Standard	Ochs	The Standard
<b>Life and AD&amp;D Benefits</b>			
Eligibility	Active, FT Employees working 30 or more hours per week, except any person working on a temporary or seasonal basis	Active, FT Employees working 30 or more hours per week, except any person working on a temporary or seasonal basis	A regular employee of the Employer working 30 or more hours per week
<b>Employee Formula</b>	Increments of \$10,000, NTE \$500,000, NTE 10x Earnings for Amounts Over \$150,000	Increments of \$10,000, NTE <b>\$300,000</b>	Increments of \$10,000, NTE \$500,000
Guarantee Issue	\$100,000 (Under Age 70)	<b>\$150,000</b>	\$100,000
<b>Spouse Formula</b>	Increments of \$10,000 up to 50% of EE amount (Terminates at age 75)	Increments of \$10,000 up to <b>\$150,000</b>	Increments of \$10,000, NTE <b>\$500,000</b>
Guarantee Issue	\$10,000 (Under age 60)	\$10,000	\$10,000
<b>Child Formula</b>	14 days to 6 months: \$1,000 6 months to 20 years or to 26 FT student: \$10,000	<b>Live birth</b> to 26 years: \$10,000/ <b>\$15,000</b>	<b>Live birth</b> to age 26: \$10,000
Guarantee Issue	All Guaranteed Issue	All Guaranteed Issue	All Guaranteed Issue
<b>Features</b>			
Age Reductions (Reduces to)	60% at 75, 35% at 80, 27.5% at 85, 20% at 90, 7.5% at 95, 5% at 100+	<b>None</b>	60% at 75, 35% at 80, <b>28%</b> at 85, 20% at 90, <b>8%</b> at 95, 5% at 100+
Accelerated Death Benefit	Included	Included	Included
Conversion	Included	Included	Included
Portability	Included	Included	Included
Waiver of Premium	Included	Included	Included
<b>Rate Guarantee</b>	<b>12 Months: Expires 12/31/2023</b>	<b>36 Months: Expires 12/31/2026</b>	<b>36 Months: Expires 12/31/2026</b>
<b>Age Banded Rates/\$1,000</b>			
24 & Under	\$0.070	\$0.070	\$0.070
25-29	\$0.070	\$0.070	\$0.070
30-34	\$0.080	\$0.080	\$0.080
35-39	\$0.100	\$0.100	\$0.100
40-44	\$0.160	\$0.160	\$0.160
45-49	\$0.260	\$0.260	\$0.260
50-54	\$0.500	\$0.500	\$0.500
55-59	\$0.800	\$0.800	\$0.800
60-64	\$0.930	\$0.930	\$0.930
65-69	\$1.680	\$1.680	\$1.680
70-74	\$3.290	\$3.290	\$3.290
75-79	\$3.290	\$3.290	\$3.290
80-84	\$3.290	\$3.290	\$3.290
85-99	\$3.290	\$3.290	\$3.290
Child(ren)	\$0.156	\$0.156	\$0.150
Employee AD&D	\$0.016	\$0.016	\$0.016
Dependent AD&D (Spouse/Child)	\$0.016/\$0.016	\$0.016/\$0.016	\$0.016/\$0.016

**Loxahatchee River District**  
**Voluntary Life and AD&D Insurance Renewal Evaluation**  
**Effective Date: January 1, 2024**

	CURRENT	ALTERNATIVE #4	ALTERNATIVE #5
SCHEDULE OF BENEFITS	Reliance Standard	New York Life	Sun Life
<b>Life and AD&amp;D Benefits</b>			
Eligibility	Active, FT Employees working 30 or more hours per week, except any person working on a temporary or seasonal basis	Active, FT Employees working 30 or more hours per week	Active, FT Employees working 30 or more hours per week
<b>Employee Formula</b>	Increments of \$10,000, NTE \$500,000, NTE 10x Earnings for Amounts Over \$150,000	Increments of \$10,000, NTE the lesser of \$500,000 or 10x Earnings	Increments of \$10,000, NTE \$500,000, NTE <b>5x</b> Earnings
Guarantee Issue	\$100,000 (Under Age 70)	\$100,000	\$100,000 (Under Age 70)
<b>Spouse Formula</b>	Increments of \$10,000 up to 50% of EE amount (Terminates at age 75)	Increments of \$10,000 up to the <b>lesser of \$100,000</b> or 50% of EE amount (Terminates at age 75)	Increments of \$10,000 up to <b>\$100,000</b>
Guarantee Issue	\$10,000 (Under age 60)	\$10,000	<b>\$30,000</b>
<b>Child Formula</b>	14 days to 6 months: \$1,000 6 months to 20 years or to 26 FT student: \$10,000	<b>Birth</b> to 14 days: <b>\$500</b> , 15 days to 6 months: \$1,000 6 months to age 26: \$10,000	14 days to age 26: \$10,000
Guarantee Issue	All Guaranteed Issue	All Guaranteed Issue	All Guaranteed Issue
<b>Features</b>			
Age Reductions (Reduces to)	60% at 75, 35% at 80, 27.5% at 85, 20% at 90, 7.5% at 95, 5% at 100+	60% at 75, 35% at 80, <b>28%</b> at 85, 20% at 90, <b>8%</b> at 95	<b>67%</b> at 70, <b>50%</b> at 75
Accelerated Death Benefit	Included	Included	Included
Conversion	Included	Included	Included
Portability	Included	Included	Included
Waiver of Premium	Included	Included	Included
<b>Rate Guarantee</b>	<b>12 Months: Expires 12/31/2023</b>	<b>36 Months: Expires 12/31/2026</b>	<b>36 Months: Expires 12/31/2026</b>
<b>Age Banded Rates/\$1,000</b>			<b>Employee Spouse</b>
24 & Under	\$0.070	\$0.070	\$0.070 \$0.071
25-29	\$0.070	\$0.070	\$0.070 \$0.071
30-34	\$0.080	\$0.080	\$0.080 \$0.071
35-39	\$0.100	\$0.100	\$0.100 \$0.110
40-44	\$0.160	\$0.160	\$0.160 \$0.172
45-49	\$0.260	\$0.260	\$0.260 \$0.277
50-54	\$0.500	\$0.500	\$0.500 \$0.388
55-59	\$0.800	\$0.800	\$0.800 \$0.604
60-64	\$0.930	\$0.930	\$0.930 \$0.919
65-69	\$1.680	\$1.680	\$1.680 \$1.499
70-74	\$3.290	\$3.290	\$3.290 \$2.756
75-79	\$3.290	\$8.880	\$3.290 \$6.029
80-84	\$3.290	\$20.150	\$3.290 \$12.531
85-99	\$3.290	\$20.150	\$3.290 \$26.608
Child(ren)	\$0.156	\$0.156	\$0.202
Employee AD&D	\$0.016	\$0.016	\$0.028
Dependent AD&D (Spouse/Child)	\$0.016/\$0.016	\$0.016/\$0.016	\$0.018/\$0.037



**Loxahatchee River District**  
**Voluntary Life and AD&D Insurance Renewal Evaluation**  
**Effective Date: January 1, 2024**

	CURRENT	ALTERNATIVE #6
SCHEDULE OF BENEFITS	Reliance Standard	UnitedHealthcare
<b>Life and AD&amp;D Benefits</b>		
Eligibility	Active, FT Employees working 30 or more hours per week, except any person working on a temporary or seasonal basis	Active, FT Employees working 30 or more hours per week, except any person working on a temporary or seasonal basis
<b>Employee Formula</b>	Increments of \$10,000, NTE \$500,000, NTE 10x Earnings for Amounts Over \$150,000	Increments of \$10,000, NTE <b>\$300,000</b>
Guarantee Issue	\$100,000 (Under Age 70)	<b>\$80,000</b>
<b>Spouse Formula</b>	Increments of \$10,000 up to 50% of EE amount (Terminates at age 75)	<b>\$10,000/\$20,000</b>
Guarantee Issue	\$10,000 (Under age 60)	All Guaranteed Issue
<b>Child Formula</b>	14 days to 6 months: \$1,000 6 months to 20 years or to 26 FT student: \$10,000	14 days to age <b>26, 30</b> FT student: \$5,000/\$10,000
Guarantee Issue	All Guaranteed Issue	All Guaranteed Issue
<b>Features</b>		
Age Reductions (Reduces to)	60% at 75, 35% at 80, 27.5% at 85, 20% at 90, 7.5% at 95, 5% at 100+	<b>65% at 65, 50% at 70</b>
Accelerated Death Benefit	Included	Included
Conversion	Included	Included
Portability	Included	Included
Waiver of Premium	Included	Included
<b>Rate Guarantee</b>	<b>12 Months: Expires 12/31/2023</b>	<b>24 Months: Expires 12/31/2025</b>
<b>Age Banded Rates/\$1,000</b>		
24 & Under	\$0.070	\$0.070
25-29	\$0.070	\$0.080
30-34	\$0.080	\$0.090
35-39	\$0.100	\$0.110
40-44	\$0.160	\$0.170
45-49	\$0.260	\$0.260
50-54	\$0.500	\$0.420
55-59	\$0.800	\$0.650
60-64	\$0.930	\$0.890
65-69	\$1.680	\$1.440
70-74	\$3.290	\$2.420
75-79	\$3.290	\$7.150
80-84	\$3.290	\$7.150
85-99	\$3.290	\$7.150
Child(ren)	\$0.156	\$0.100
Employee AD&D	\$0.016	\$0.020
Dependent AD&D (Spouse/Child)	\$0.016/\$0.016	\$0.020/\$0.020

# Long Term Disability Renewal Evaluation

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**Loxahatchee River District**  
**Long Term Disability Insurance Renewal Evaluation**  
**Effective Date: January 1, 2024**

	CURRENT	RENEWAL	ALTERNATIVE #1
SCHEDULE OF BENEFITS	Reliance Standard	Reliance Standard	Sun Life
<b>Core Benefits</b>			
Eligibility	Active, FT Employees working 30 or more hours per week, except any person working on a temporary or seasonal basis	Active, FT Employees working 30 or more hours per week, except any person working on a temporary or seasonal basis	Active, FT Employees working 30 or more hours per week
Monthly Benefit	60%	60%	60%
Maximum Monthly Benefit	\$6,500	\$6,500	\$6,500
Elimination Period	90 days	90 days	90 days
Own Occupation Period	24 Months	24 Months	24 Months
Duration of Benefit	ADEA-B-AGE	ADEA-B-AGE	To age 65 with Graded ADEA
Pre-existing Condition Limitation	3/12	3/12	3/12
Mental Illness, Alcoholism & Drug Abuse Limitation	24 Months	24 Months	24 Months
<b>Employee Assistance</b>			
EAP Included in Pricing?	Yes	Yes	Yes
<b>Rate Guarantee</b>	<b>12 Months: Expires 12/31/2023</b>	<b>24 Months: Expires 12/31/2025</b>	<b>36 Months: Expires 12/31/2026</b>
Rate / \$100	\$0.415	\$0.415	\$0.333
Estimated Volume	\$485,773	\$485,773	\$485,773
<b>Monthly Premium</b>	<b>\$2,016</b>	<b>\$2,016</b>	<b>\$1,618</b>
<b>Annual Premium</b>	<b>\$24,191</b>	<b>\$24,191</b>	<b>\$19,411</b>
<b>\$ Increase/(Decrease)</b>	<b>N/A</b>	<b>\$0</b>	<b>-\$4,780</b>
<b>% Increase/(Decrease)</b>	<b>N/A</b>	<b>0.0%</b>	<b>-19.8%</b>

**Loxahatchee River District**  
**Long Term Disability Insurance Renewal Evaluation**  
**Effective Date: January 1, 2024**

	CURRENT	ALTERNATIVE #2	ALTERNATIVE #3
SCHEDULE OF BENEFITS	Reliance Standard	New York Life	The Standard
<b>Core Benefits</b>			
Eligibility	Active, FT Employees working 30 or more hours per week, except any person working on a temporary or seasonal basis	Active, FT Employees working 30 or more hours per week	Active, FT Employees working 30 or more hours per week
Monthly Benefit	60%	60%	60%
Maximum Monthly Benefit	\$6,500	\$6,500	\$6,500
Elimination Period	90 days	90 days	90 days
Own Occupation Period	24 Months	24 Months	24 Months
Duration of Benefit	ADEA-B-AGE	SSNRA	SSNRA
Pre-existing Condition Limitation	3/12	3/12	3/12
Mental Illness, Alcoholism & Drug Abuse Limitation	24 Months	24 Months	24 Months
<b>Employee Assistance</b>			
EAP Included in Pricing?	Yes	Yes	Yes
<b>Rate Guarantee</b>	<b>12 Months: Expires 12/31/2023</b>	<b>36 Months: Expires 12/31/2026</b>	<b>36 Months: Expires 12/31/2026</b>
Rate / \$100	\$0.415	\$0.340	\$0.360
Estimated Volume	\$485,773	\$485,773	\$485,773
<b>Monthly Premium</b>	<b>\$2,016</b>	<b>\$1,652</b>	<b>\$1,749</b>
<b>Annual Premium</b>	<b>\$24,191</b>	<b>\$19,820</b>	<b>\$20,985</b>
<b>\$ Increase/(Decrease)</b>	<b>N/A</b>	<b>-\$4,372</b>	<b>-\$3,206</b>
<b>% Increase/(Decrease)</b>	<b>N/A</b>	<b>-18.1%</b>	<b>-13.3%</b>

**Loxahatchee River District**  
**Long Term Disability Insurance Renewal Evaluation**  
**Effective Date: January 1, 2024**

	CURRENT	ALTERNATIVE #4	ALTERNATIVE #5
SCHEDULE OF BENEFITS	Reliance Standard	Ochs	UnitedHealthcare
<b>Core Benefits</b>			
Eligibility	Active, FT Employees working 30 or more hours per week, except any person working on a temporary or seasonal basis	Active, FT Employees working 30 or more hours per week	Active, FT Employees working 30 or more hours per week, except any person working on a temporary or seasonal basis
Monthly Benefit	60%	60%	60%
Maximum Monthly Benefit	\$6,500	\$6,500	<b>\$6,000</b>
Elimination Period	90 days	90 days	90 days
Own Occupation Period	24 Months	24 Months	24 Months
Duration of Benefit	ADEA-B-AGE	SSNRA (12 month minimum)	ADEA I with SSNRA
Pre-existing Condition Limitation	3/12	3/12	3/12
Mental Illness, Alcoholism & Drug Abuse Limitation	24 Months	24 Months	24 Months
<b>Employee Assistance</b>			
EAP Included in Pricing?	Yes	Yes	Yes
<b>Rate Guarantee</b>	<b>12 Months: Expires 12/31/2023</b>	<b>36 Months: Expires 12/31/2026</b>	<b>24 Months: Expires 12/31/2025</b>
Rate / \$100	\$0.415	\$0.379	\$0.330
Estimated Volume	\$485,773	\$485,773	\$485,773
<b>Monthly Premium</b>	<b>\$2,016</b>	<b>\$1,841</b>	<b>\$1,603</b>
<b>Annual Premium</b>	<b>\$24,191</b>	<b>\$22,093</b>	<b>\$19,237</b>
<b>\$ Increase/(Decrease)</b>	<b>N/A</b>	<b>-\$2,099</b>	<b>-\$4,955</b>
<b>% Increase/(Decrease)</b>	<b>N/A</b>	<b>-8.7%</b>	<b>-20.5%</b>

# Caveats

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Carrier	Caveats
Cigna	1. Medical Renewal includes a \$20,000 one-time admin credit.
Florida Blue	1. Medical Proposal assumes 79 lives, 13% employer contribution and 88% employee participation.
Humana	1. Dental Proposal has orthodontia covered until age 19. 2. Dental Proposal has a extended annual max.
New York Life	1. Proposal is contingent upon a packaged sale.
Ochs	1. Basic Life Proposal accelerated death benefit is combined between Basic and Voluntary Life. 2. Rates are subject to change is volume varies more than 15% of what was initially quoted.
Solstice	1. Dental Proposal has a 3rd year rate cap of 7% with group's experience not exceeding 80% loss ratio. 2. Dental Proposal has orthodontia covered until age 19. 3. Dental Proposal rates are subject to change if enrollment changes +/- 10% from what was initially quoted.
Sun Life	1. Dental Proposal has orthodontia covered until age 26. 2. Dental Proposal assumes 50% participation with a 10 life minimum. 3. Dental Proposal assumes a minimum of 5 children until in order to have orthodontia coverage. 4. Basic Life Proposal includes portability.
The Standard	1. Basic Life Proposal accelerated death benefit is combined between Basic and Voluntary Life. 2. Proposal rates include electronic documents. Printed certificates are available for an additional cost. 3. Basic Life Proposal assume Voluntary Life included as part of the sale. 4. Voluntary Life Proposal rates are subject to change if enrollment changes +/- 16%. 5. Voluntary Spouse Life Proposal rates are subject to change if enrollment changes +/- 54%.
UnitedHealthcare	1. Medical Proposal rates are subject to change if enrollment or demographics change more than stated percentages. Enrollment +/- 10%, Avg Contract Size +/- 10%, Area Factor +/- 7.5%, Age/Sex Factor +/- 10%, any Material changes, Cobra enrollees are more than 10% of enrollment. Dental Proposals do not include orthodontia. 2. Ancillary Proposals offer Packages Savings Program when bundled with medical coverage.

*Shown above is a high level summary of the key caveats taken from the respective proposals. Please refer to the proposals for a more detailed description.*



# 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  
**DATE:** November 8, 2023  
**SUBJECT:** Chapter 31-10 – 69<sup>th</sup> Terrace Phase 1 Subregional Line Charge

### **69<sup>th</sup> Terrace Phase 1 Subregional Line Charge – 31-10.005(5e)**

Our Strategic Plan, as approved by the Governing Board, calls for staff to improve master planning of our collection and transmission system. As such, staff have implemented procedures for residents to utilize statutory way of necessity for connection to the District's regional sewer system when the property is shut off or hemmed in from access to sanitary sewer service. Using these procedures staff have designed, permitted and constructed a low pressure sewer collection and transmission system to serve 18041 69<sup>th</sup> Terrace. This system, installed to serve 18041 69<sup>th</sup> Terrace, has additional capacity to serve adjacent development on 69<sup>th</sup> Terrace (see graphic below).

Because of the sequence of facility design and construction, this project, essentially a low pressure force main and associated appurtenances, is proposed to be paid for using our subregional line charge mechanism, i.e., LRD Rule Chapter 31-10.005(5). We last implemented a subregional line charge in October 2023 when we implemented the 69<sup>th</sup> Terrace Drive Phase 1 Subregional Line Charge [31-10.005(5)(e)].

In order to equitably distribute costs for 69<sup>th</sup> Terrace Phase 1 Subregional Collection Facilities, staff have quantified the number of equivalent connections (~wastewater flow) the 69<sup>th</sup> Terrace Phase 1 Subregional Collection Facilities will likely serve. Based on the best available information, LRD staff assert the 69<sup>th</sup> Terrace Phase 1 Subregional Collection Facilities will serve up to 8.75 equivalent connections.

Dr. Matt H. Rostock  
CHAIRMAN

Kevin L. Baker  
BOARD MEMBER

Gordon M. Boggie  
BOARD MEMBER

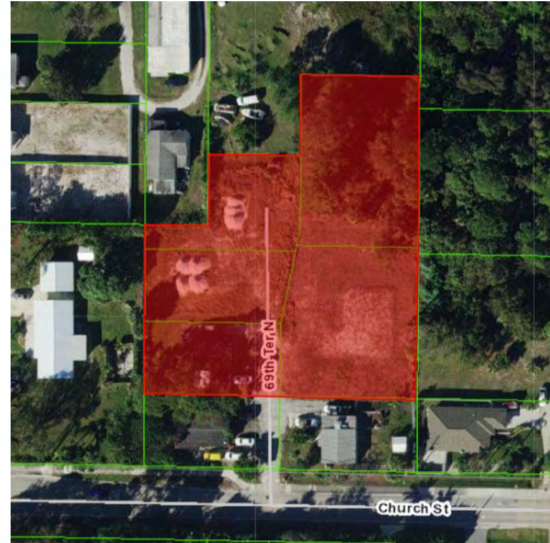
Stephen B. Rockoff  
BOARD MEMBER

Clinton R. Yerkes  
BOARD MEMBER



When we divide the cost of the 69<sup>th</sup> Terrace Phase 1 Subregional Collection Facilities (\$12,714.37) by the number of equivalent connections those facilities will ultimately serve (8.75 equivalent connections), we find the 69<sup>th</sup> Terrace Phase 1 Subregional Collection Facilities cost is \$1,125.07 per equivalent connection.

Therefore, Staff have drafted proposed revisions to Rule 31-10.005(5) incorporating the 69<sup>th</sup> Terrace Phase 1 Subregional Line Charges at \$1,125.07 per equivalent connection. See excerpt below for DRAFT revisions. Pursuant to existing rule language, subregional line charges are adjusted annually based on the 10-Year Treasury Rate published by the US Department of Treasury on February 1<sup>st</sup>. We have provided the suggested revisions to LRDRule 31-10.005(5) attached. No action is necessary at this time. Rather, if the Board finds the proposed action acceptable, this item will be brought for Board action at your December 14, 2023 meeting.



5(f) 69<sup>th</sup> Terrace Phase 1 Subregional Line Charge for 69<sup>th</sup> Terrace Phase 1 Subregional Collection Facilities. The rate of the 69<sup>th</sup> Terrace Phase 1 Subregional Line Charge shall be \$1,125.07 per Equivalent Connection. Commitment of service shall not exceed those total capacity limitations as authorized for commitment by the Governing Board of the District. The full amount of the Subregional Line Charges shall be due and payable at the time commitment of service is made, except those buildings or structures having certificates of occupancy prior to the date this transmission system line is deemed available, may finance this Subregional Line Charge over twenty (20) years at a fixed interest rate equal to the current Wall Street Journal Prime Rate plus two (2.0%) percent, but not to exceed 8%, existing at the time commitment of service is made, with no prepayment penalty, to be collected by Non-Ad Valorem tax roll.





# 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  
Courtney Jones, P.E., Director of Engineering  
DATE: November 16, 2023  
SUBJECT: Authorize Piggy-Back Contract for Lateral Lining Services

As part of the District's rehabilitation and replacement program we routinely use lining services which install a structural pipe liner within existing service laterals. To complete this work staff located a viable "piggy-back" contract for fiscal year 2024. The contract is a City of Plantation contract with BLD Services, LLC for rehabilitation of sewer laterals. The contract is attached for reference.

Staff recommend the following motion:

**"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 \$750,000.00."**

**Dr. Matt H. Rostock**  
CHAIRMAN

**Kevin L. Baker**  
BOARD MEMBER

**Gordon M. Boggie**  
BOARD MEMBER

**Stephen B. Rockoff**  
BOARD MEMBER

**Clinton R. Yerkes**  
BOARD MEMBER

## AMENDMENT

### FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF PLANTATION AND BLD SERVICES, LLC

**THIS FIRST AMENDMENT** to Agreement dated this 28<sup>th</sup> day of October, 2022,  
by and between:

**CITY OF PLANTATION, FLORIDA**

a Municipal Corporation  
400 North West 70<sup>th</sup> Avenue  
Plantation, Florida 33317  
(Hereinafter referred to as "CITY")

and

**BLD SERVICES, LLC**

a Louisiana Limited Liability Company  
2424 Tyler Street  
Kenner, LA 70062  
(Hereinafter referred to as "CONTRACTOR")

**WHEREAS**, on October 20<sup>th</sup>, 2021, CITY entered into an Agreement with BLD SERVICES, LLC for City-Wide Rehabilitation of Sewer Lateral Pipe Lining; and

**WHEREAS**, the CONTRACTOR expressed a need to increase certain line item pricing prior to the expiration of the initial term (October 19<sup>th</sup>, 2023), based on market conditions, and supported by CONTRACTOR supplied documentation; and

**WHEREAS**, the CITY has reviewed the information provided, and performed additional independent research. The CITY entered into negotiations with the CONTRACTOR and negotiated a price increase and term(s) that was fair and reasonable; and

**WHEREAS**, this this Amendment shall also extend (renew) this Agreement for one (1) additional year pursuant to Contract Term (1.) section of the executed agreement. Utilizing the first (1<sup>st</sup>) of three (3) one- (1-) year renewals; and

**WHEREAS**, both parties concur with amending the Agreement to extend the term of the Agreement through October 19<sup>th</sup>, 2024 with the amended unit prices identified herein remaining firm; and

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of the which are acknowledged, the parties agree as follows:



## AMENDMENT

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### **SECTION 1.**        **RECITALS**

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

### **SECTION 2.**        **CONTRACT TERM**

**Contract Term Section within the executed agreement is amended as follows:**

- 1.        The term of this Agreement shall be extended through **October 19<sup>th</sup>, 2024.**
  
- 3.        ~~Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods.~~ **Agreement extension(s), renewal(s), and amendment(s) shall be based on mutually acceptable terms and conditions by both City and Contractor in writing.**

### **SECTION 3.**        **CONTRACTOR'S COMPENSATION**

The amended unit prices identified in **Exhibit "A"** of this First Amendment, which is incorporated herein and made apart hereof, shall remain firm until October 19<sup>th</sup>, 2024.

**SECTION 4.** In all other respects, the terms and conditions of the Agreement, as amended, not specifically amended herein remain in full force and effect. In the event of any conflict, this First Amendment will supersede all other terms. In the event of ambiguity, the most conservative interpretation consistent with the public interest is intended.

**SECTION 5.** This First Amendment shall be effective upon final CITY Signature.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

## AMENDMENT

IN WITNESS WHEREOF, CITY OF PLANTATION AND BLD SERVICES, LLC have signed this Amendment in duplicate. One counterpart each has been delivered to the CITY and CONTRACTOR.

Attest: April Beggerow  
April Beggerow, City Clerk

CITY OF PLANTATION

By: Lynn Stoner, Mayor  
Lynn Stoner, Mayor

As to Procurement: Charles Spencer  
Charles Spencer, Procurement Director

Signed, Sealed in the presence of:

**BLD SERVICES, LLC**  
a Louisiana Limited Liability Company

(Corporate Seal)



By: Jacob Trapani  
Jacob Trapani, Managing Member




---

## EXHIBIT “A”

CIPP Lateral Connection and Lateral Pipe Lining			
BID ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE
3-1	CIPP Lining, 8 to 15-inch full circle main connection 4" or 6" x 4.5mm lateral piping, minimum 10 LF of lateral (all depths).	EA	<del>\$3,250.00</del> <b><u>\$3,691.33</u></b>
3-2	CIPP Lining, <u>stack pipe, double lateral</u> , 8 to 15-inch main 4 to 6-inch stack, full circle main connection 4", 6" or 8" x 4.5mm lateral piping, minimum 10 LF of lateral each way (all depths).	EA	<del>\$4,000.00</del> <b><u>\$4,543.17</u></b>
3-3	CIPP Lining, <u>Siamese, double lateral</u> , 8 to 15-inch main 4 to 6-inch Siamese laterals, full circle main connection 4", 6" or 8" x 4.5mm lateral piping, minimum 10 LF of lateral each way (all depths).	EA	<del>\$4,000.00</del> <b><u>\$4,543.17</u></b>
3-4	CIPP Lining, 8 to 15-inch full circle main drop connection, up to 10 LF of drop (all depths).	EA	<del>\$2,500.00</del> <b><u>\$2,839.48</u></b>
3-5	CIPP Lining, 4" & 6" x 4.5mm laterals, all depths (includes 10 feet of lateral)	EA	<del>\$2,000.00</del> <b><u>\$2,271.59</u></b>
3-6	CIPP Lining 4" & 6" x 4.5mm pipe, beyond 10 linear feet of lateral all depths.	LF	<del>\$10.00</del> <b><u>\$11.36</u></b>
3-7	Transitional Liner 4" to 6" x 4.5mm transition (all depths). Transitions may occur in stackpipe, straight laterals or in Siamese configurations.	EA	<del>\$50.00</del> <b><u>\$56.79</u></b>
3-8	Work in rear-yard easement (items 1 through 7)	EA	<del>\$1,000.00</del> <b><u>\$1,072.31</u></b>
3-9	Sewer main cleaning and TV inspection (8-inch through 10-inch)	LF	<del>\$2.00</del> <b><u>\$2.14</u></b>
3-10	Sewer main cleaning and TV inspection (12-inch through 15-inch)	LF	<del>\$3.00</del> <b><u>\$3.22</u></b>
3-11	Sewer lateral TV inspection from main (up to 30 feet)	EA	<del>\$350.00</del> <b><u>\$375.31</u></b>
3-12	Sewer lateral TV inspection from main (beyond 30 feet)	LF	<del>\$0.25</del> <b><u>\$0.27</u></b>
3-13	Work in rear-yard easement (items 9 through 12 and 14 through 20)	EA	<del>\$1,000.00</del> <b><u>\$1,072.31</u></b>
3-14	Cleanout Installation in grass area, 3-inch to 6-inch gravity pipe, depths up to 5-feet. (includes restoration)	EA	<del>\$1,000.00</del> <b><u>\$1,252.48</u></b>
3-15	Cleanout Installation in asphalt area, 3-inch to 6-inch gravity pipe, depths up to 5-feet. (includes restoration)	EA	\$1,050.00
3-16	Cleanout Installation in concrete area, 3-inch to 6-inch gravity pipe, depths up to 5-feet. (includes restoration)	EA	\$1,100.00
3-17	Cleanout Installation in pavers, 3-inch to 6-inch gravity pipe, depths up to 5-feet. (includes restoration)	EA	\$1,050.00





3-18	Cleanout Installation beyond 5 feet in depth.	VF	\$125.00
3-19	Bypass pumping (8-inch to 15-inch sewer)	EA	\$250.00
3-20	Furnish and Install Double Wye	EA	\$150.00
3-21	Traffic control - hourly charge for each flagger.	HR	\$20.00
3-22	Traffic control - daily charge for arrow board.	DAY	\$250.00
3-23	Traffic control - daily charge for each barricade.	EA	\$2.00

**Note No. 1:** The contractor is directed to bid and install the above minimum CIPP material thicknesses. The contractor is responsible for providing sealed design calculations confirming the stated thicknesses are appropriate for the intended installation. Design requirements that indicate a thicker material will be compensated at the above unit prices for additional thickness. All designs in accordance with ASTM F1216, X1.

**Note No. 2:** If Contractor is awarded a contract. Contractor shall provide a written quotation of work identified by City within two (2) weeks of request for quotation. The Contractor shall commence the work within three (3) weeks of receipt of Purchase Order.





# 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:** D. ALBREY ARRINGTON, Ph.D.  
**DATE:** NOVEMBER 9, 2023  
**SUBJECT:** PERSONNEL POLICIES & PROCEDURES UPDATE

Typically, we review our Board-approved policies on a fixed timeline. Based on our self-imposed schedule, we are due to review our Personnel Policies & Procedures. In the following pages you will see a marked-up version of our existing Personnel Policies and Procedures, which were last updated on September 16, 2022. Staff are recommending all proposed changes shown using track changes.

This revisions being recommended by staff include:

1. The removal of references to Busch Wildlife Sanctuary, see the Forward.
2. Updating the revision date.
3. Section 1.2 Equal Employment Opportunity Policy Statement: we have added language to clarify that the District prohibits harassment and discrimination.
4. Section 1.4 Non-Discrimination and Anti-Harassment Policy: we have added language to clarify that non-discrimination and anti-harassment protections are extended to individuals protected by local, state, or federal law. This revision will allow us to accommodate new legal protections without having to formally revise our policy.
5. Section 1.5 Americans with Disabilities Act was revised to 1.5 Disability, Religious, and Pregnancy Accommodation, and additional clarifying language was added to ensure we are compliant with federal statutes.
6. Section 1.5A Procedure for Requesting and Accommodation was revised to (1) allow the District to require medical documentation to justify an accommodation, (2) prohibit retaliation against an employee for making an accommodation request, and (3) clarifying the process for requesting an accommodation.
7. Section 1.6 Genetic Information Nondiscrimination Act of 2008 was assimilated into Section 1.5 and subsequent sections were re-numbered.
8. Section 1.6 Anti-Harassment Training was revised to clarify that training provided by the District is in compliance with all applicable laws.
9. Section 1.10 Lactation/Breastfeeding is a new section that was added pursuant to federal law.
10. Section 2.4 Employment Reference Checks: text was added to clarify reference checks will occur prior to an employee being hired.
11. Section 3.1 Hours of Work was revised to Section 3.1 Work Week and text was revised to clarify the start of our work week as well as the basic work week. We also added language clarifying the primary shifts worked by our staff.
12. Section 3.3 Meal Periods: We added text clarifying the lunch break for part-time employees.
13. Section 3.6 On-Call Policy: we revised this text to clarify our specific intentions.

**Dr. Matt H. Rostock**  
CHAIRMAN

**Kevin L. Baker**  
BOARD MEMBER

**Gordon M. Boggie**  
BOARD MEMBER

**Stephen B. Rockoff**  
BOARD MEMBER

**Clinton R. Yerkes**  
BOARD MEMBER

14. Section 4.7D Health Insurance During FML: we clarified when insurance premiums should be paid during FML.
15. Section 6.3.A.1 Types of Absence: we clarified a doctor's note must be provided after more than three consecutive days of absence.
16. Section 6.10.A expanded Bulletin Boards to also include Districtwide emails.
17. Section 6.12.C.2 Vehicle Repair and Preventative Maintenance has been removed because it was purely a procedure. This will not be maintained as a procedure within our documented standard operating procedures.
18. Section 6.12.F Smoke Free Workplace has been expanded to include vaping.
19. Section 6.14 Personal Appearance has been updated.
20. Section 7.4 Written Warnings: we have clarified that an employee on a Performance Improvement Plan is not eligible for salary increase, promotion, transfer, etc.
21. Section 7.9.D Benefits has been deleted and is addressed elsewhere.
22. New Section 7.9D Final Paycheck clarifies the distribution of an employee's final payroll deposit.
23. Section 7.10 Benefits / Cobra: clarifies when benefits end and if COBRA is applicable.

Our policies are important documents, and improving these policies is a continuous process. The proposed revisions are a meaningful step forward in the improvement of our policies. The draft, revised Personnel Policies have been reviewed and approved by Lara Donlon, a lawyer who specializes in labor and employment law.

Staff request your approval of the following motion:

**“THAT THE DISTRICT GOVERNING BOARD ratify and approve the Loxahatchee River Environmental Control District's Personnel Policies as revised with an effective date of November 17, 2023, and authorize the District's Executive Director to update the Personnel Policies & Procedures from time to time, and periodically present it to the Governing Board for ratification and approval.”**



# Loxahatchee River District



## Personnel Policies & Procedures

Issue Date: January 1, 1994

Date of Last Revision: 9/16/2022



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## Forward

The Loxahatchee River Environmental Control District (LRD) is an Independent Special District of the State of Florida created to protect the Loxahatchee River and its watershed through resource management, research, and public education. Our 11 million gallon per day water reclamation facility serves approximately 73 square miles of northern Palm Beach and southern Martin Counties. The vast majority of wastewater collected is recycled and returned to the community to meet landscape irrigation needs. We also actively lead efforts to monitor the environmental health of the Loxahatchee River and assist with restoration efforts. We foster public education and stewardship through the River Center ~~and Busch Wildlife Sanctuary~~. It is our mission to preserve the environmental health of our community and the National Wild & Scenic Loxahatchee River while striving to create a greater understanding of the river's significance.

Whether you have just joined our staff or have been at the Loxahatchee River District for a while, we are confident that you will find the District a dynamic and rewarding place in which to work and we look forward to a productive and successful association. We consider the employees of the District to be one of its most valuable resources. This manual has been written to serve as the guide for the employer/employee relationship.

There are several things that are important to keep in mind about this Personnel Policy document. First, it contains general information and guidelines. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit, or the applicability of a policy or practice, you should address your specific questions to Human Resources. Neither this Personnel Procedure document nor any other District document confers any contractual right, either expressed or implied, to remain in the District's employ. Nor does it guarantee any fixed terms and conditions of your employment. Your employment is not for any specific time and may be terminated at will, with or without cause and without prior notice by the District or you may resign for any reason at any time. No supervisor or other representative of the District (except the Executive Director) has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above.

The procedures, practices, policies and benefits described here may be modified or discontinued from time to time. The District will inform all employees of any changes as they occur.

Finally, some of the subjects described here are covered in detail in official policy documents. You should refer to these documents for specific information, since this Personnel Procedure document only briefly summarizes those benefits. Please note that the terms of the written insurance policies are controlling.

If you have any questions or concerns, please contact Human Resources.

### Personnel Policy Acknowledgement

I acknowledge that I have received a copy of the Loxahatchee River District's Personnel Policies & Procedures. I certify that I have read and fully understand the policies and procedures contained herein. I acknowledge my full responsibility to follow these policies and procedures faithfully in all respects.

I agree that if there is any policy, provision, or procedure that I do not understand, I will seek clarification from my supervisor or Human Resources. I understand that the Loxahatchee River District is an "at will" employer, and employment with the District is not for a fixed term or definite period and may be terminated at the will of either party, with or without cause, and without prior notice.

No supervisor or other representative of the District (except the Executive Director) has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above. In addition, I understand that this document states the District's policies in effect on the date of publication. I understand that nothing contained in this document may be construed as creating a promise of future benefits or a binding contract with the District for benefits or for any other purpose. I also understand that these policies and procedures are continually evaluated and may be amended, modified or terminated at any time.

Please sign and date this receipt and return it to Human Resources.

Revision Date: ~~September 16, 2022~~

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

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

Print Name: \_\_\_\_\_

## 1 **EMPLOYMENT POLICIES**

### 1.1 Individuals and Conduct Covered

These policies apply to all applicants and employees, and prohibit harassment, discrimination and retaliation whether engaged in by fellow employees, by a supervisor or manager or by someone not directly connected to the Loxahatchee River District (e.g., an outside vendor, consultant or customer).

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings, and business-related social events.

### 1.2 Equal Employment Opportunity Policy Statement

Equal Employment Opportunity has been, and will continue to be, a fundamental principle at the District, where employment is based upon personal capabilities and qualifications without discrimination because of race, color, religion, gender, pregnancy, sexual orientation, gender identity or expression, age, national origin, disability, genetic information, marital status, familial status, ancestry or status as a covered veteran in accordance with applicable federal, state, and local laws. Additionally, the District does not discriminate based upon the knowledge or belief that the individual has taken a human immunodeficiency virus test or the results or perceived results of such test, or based on the sickle-cell trait. To be clear, the District prohibits harassment and discrimination based on any category protected by applicable local, state or federal law.

This policy of Equal Employment Opportunity applies to all policies and procedures relating to recruitment, hiring, compensation, benefits, termination, placement, promotion, layoff, recall, transfer, leaves of absence, and training.

Human Resources has overall responsibility for this policy and will maintain reporting and monitoring procedures. Employees' questions or concerns should be referred to Human Resources. Appropriate disciplinary action may be taken against any employee violating this policy, up to and including termination.

### 1.3 Civility Policy

All employees are expected to treat each other, our customers, and the public with respect, consideration and civility. Intimidating, rude, discourteous, demeaning, threatening, vulgar or violent behaviors depart from the standard for civility and respect. These behaviors have no place in the workplace. Employees who violate this policy are subject to disciplinary action, up to and including termination.

### 1.4 Non-Discrimination and Anti-Harassment Policy

The Loxahatchee River District is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, including harassment. Therefore, the District expects that all relationships among persons in the workplace will be business-like and free of bias, prejudice and harassment.

It is the policy of the District to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, religion, gender, pregnancy, sexual orientation, gender identity or expression, national origin, age, disability, genetic information, marital status, familial status, ancestry, ~~or~~ status as a covered veteran or any other category protected by applicable local, state or federal law... The District strictly prohibits any such discrimination or harassment.

### 1.4.A Definitions of Harassment

Sexual harassment constitutes discrimination and is illegal under federal, state and local laws. For the purposes of this policy, sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example: (i) submission to such conduct is made either explicitly or implicitly a term of condition of an individual's employment; (ii) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (iii) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include, but are not limited to: unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, catcalls, or touching; insulting or obscene comments or gestures; display or circulation in the workplace of sexually suggestive objects or pictures (including through e-mail, cell phones, cameras, IMs and texts); and other physical, verbal or visual conduct of a sexual nature. Sex-based harassment, that is harassment not involving sexual activity or language, may also constitute discrimination if it is severe or pervasive and directed at employees because of their sex.

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal, written, physical, visual, photos or text conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, national origin, age, disability or any other characteristic protected by law or that of his/her relatives, friends or associates and that: (i) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (ii) has the purpose or effect of unreasonably interfering with an individual's work performance; or (iii) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes and display or circulation in the workplace (including through email) of written or graphic material that denigrates or shows hostility or aversion toward an individual or group based on a protected category.

### 1.5 ~~Americans with Disabilities Act~~ Disability, Religious, and Pregnancy Accommodation Policy Statement

The District is committed to complying with all applicable provisions of the Americans with Disabilities Act as Amended ("ADA") Title VII of the Civil Rights Act, related Florida Statutes, and the Pregnant Workers Fairness Act. It is the District's policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability or perceived disability so long as the employee can perform the essential functions of the job. Similarly, the District will not discriminate against individuals due to their sincerely held religious beliefs or pregnancy. This policy governs all aspects of employment including application procedures, hiring, advancement, discharge, compensation, training, or other terms, conditions and privileges of employment.

Consistent with this policy of nondiscrimination, the District will provide reasonable accommodations to a qualified individual with a known disability, ~~as defined by the ADA~~, who has made a request to the District based upon his or her disability, provided that such accommodation does not constitute an undue hardship on the District or cause a direct threat to the health or safety of the individual or others. Reasonable accommodations may also be made for employees' sincerely held religious beliefs and, in certain circumstances, arising out of pregnancy, childbirth or related medical conditions. Employees ~~with a disability~~ who believe they need a reasonable accommodation to perform the essential functions of their job must contact Human Resources. The District encourages these individuals ~~with disabilities~~ to come forward and request reasonable accommodations necessary to perform the essential functions of the job.

### 1.5.A Procedure for Requesting an Accommodation

On receipt of an accommodation request, Human Resources will meet with you to discuss and identify the precise limitations ~~resulting from the disability~~ and the potential accommodation(s) that the District might make to help overcome those limitations. The employee's voluntary provision of medical records documenting the disability may be helpful in identifying the precise limitations and potential accommodation(s) and will be treated as confidential to the extent permissible by law. In some circumstances, the District may require that the employee provide medical documentation regarding an impairment relating to the disability, pregnancy, childbirth or related medical condition to assist in the interactive process with the employee.

The District will determine the feasibility of the requested accommodation considering various factors, including, but not limited to, the nature and cost of the accommodation, the District's overall financial resources and organization, and the accommodation's impact on the operation of the District, including its impact on the ability of other employees and/or vendors of the District to perform their duties and on the District's ability to conduct business.

The District will inform the employee of its decision on the accommodation request or on how to make the accommodation. If the accommodation request is denied, employees will be advised of their right to appeal the decision by submitting a written appeal to the Executive Director explaining the reasons for the request. If the request on appeal is denied, that decision is final.

The ~~law ADA~~ does not require the District to make the best possible accommodation, to reallocate essential job functions, or to provide personal use items (i.e., eyeglasses, hearing aids, wheelchairs, etc.).

An employee or job applicant who has questions regarding this policy or believes that he or she has been discriminated against based on a disability must notify Human Resources. All such inquiries or complaints will be treated as confidential to the extent permissible by law ~~and Florida Statute 119.0~~ The District prohibits retaliation against employees making these requests or coercing an employee to forego their right to make this type of request.

~~713.~~  
An employee or job applicant who has questions regarding this policy or believes that he or she has been discriminated against based on a disability, religion or pregnancy must notify Human Resources. All such inquiries or complaints will be treated as confidential to the extent permissible by law and Florida Statute 119.0713.

### ~~1.6~~ Genetic Information Nondiscrimination Act of 2008 (GINA)

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, the District will not provide nor ask for any genetic information when responding to this request for medical information. 'Genetic information,' as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

#### ~~1.7~~ 1.6 Anti-Harassment Training

The District is committed to providing a work environment that is free of unlawful harassment of any kind. In furtherance of this commitment, the District provides Anti-harassment training to all District staff. which is in compliance with all applicable laws This training is designed to assist employees in understanding the company's Anti-Harassment Policy, and their obligations under that policy. The following are the District's anti-harassment training guidelines:

1. All new hires will be required to take the training within the first week of hire.
2. All District staff will be required to take the training biennially per position:



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- Supervisors will be required to take the supervisor-designated anti-harassment training course. A supervisor is defined as having the authority to hire, transfer, suspend, lay off, recall, promote, discharge, assign, rewards, or discipline other employees, or the responsibility to direct them or recommend any of the listed actions.
  - All other employees will be required to take a standard anti-harassment training course.
3. The biennially training will open in the beginning of January and close at the end February of every odd year
  4. The training must be completed during the employee's normal work hours.
  5. The training may be administered through an E-Learning portal or other methods determined by HR.
  6. If the employee refuses or does not complete the training within the allotted timeframe, unless on an approved leave of absence, progressive discipline may be used until the training has been completed.
  7. Training will be managed by Human Resources and all records of completion and certificates will go into the District employee's file.

#### **1.8.1.7** Complaint Procedure

The Loxahatchee River District requires the immediate reporting (within 24 hours) of all incidents perceived as discrimination, harassment, retaliation, unethical behavior or actions, or illegal behavior or actions. Such actions should be reported regardless of the offender's identity or position. Individuals who believe they have experienced or witnessed conduct that they believe is contrary to the District's policy or who have concerns about such matters should file their complaints with their immediate supervisor (or if the supervisor is the reason for the complaint, the Executive Director or Human Resources) before the conduct becomes severe or pervasive. Individuals should not feel obligated to file their complaints with their immediate supervisor first before bringing the matter to the attention of the Executive Director or Human Resources. Supervisors who receive such complaints must immediately (within 24 hours) provide the information to Human Resources or the Executive Director for action.

Employees who have experienced or witnessed conduct they believe is contrary to this policy have an obligation to take advantage of this complaint procedure. Early reporting and intervention have proven to be the most effective method of resolving inappropriate and/or illegal behavior. Therefore, the District requires the prompt reporting (within 24 hours) of complaints or concerns so that rapid and constructive action can be taken. The District will make every effort to stop alleged harassment, discrimination, or illegal actions before it becomes severe or pervasive, but can only do so with the cooperation of its staff/employees.

The availability of this complaint procedure does not preclude individuals who believe they are being subjected to harassing conduct or have witnessed Illegal/Unethical Behavior from promptly advising the offender that his or her behavior is unwelcome and requesting that it be discontinued. However, advising the offender that the conduct is unwelcome and/or requesting it be discontinued shall not constitute a complaint under this procedure even if the offender is one of the designated persons to receive such complaints. Calling 911 should not be delayed for misconduct involving bodily harm or the imminent threat of bodily harm to a victim.

#### **1.8.A1.7.A** The Investigation

Any reported allegations of harassment, discrimination, illegal/unethical behavior, or retaliation will be investigated promptly, thoroughly and impartially. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation, appropriate corrective action, and public records laws.

#### **1.8.B1.7.B** Responsive Action

Misconduct constituting harassment, discrimination, illegal/unethical behavior, or retaliation will be dealt with



promptly and appropriately. Responsive action may include, for example, training, referral to counseling, monitoring of the offender and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reduction of wages, demotion, reassignment, temporary suspension without pay or termination, as the District believes appropriate under the circumstances.

If an employee making a complaint does not agree with its resolution, the employee may appeal to the District's Executive Director.

Individuals who have questions or concerns about these policies should talk with their supervisor or Division Director (unless the allegations are against one of them), then Human Resources or the Executive Director.

Finally, these policies should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, from participating in business or work-related social activities or discussions in order to avoid allegations of harassment. The law and the policies of the District prohibit disparate treatment on the basis of sex or any other protected characteristic, with regard to terms, conditions, privileges and prerequisites of employment. The prohibitions against harassment, discrimination and retaliation are intended to complement and further these policies, not to form the basis of an exception to them.

### **~~1.8.C~~ 1.7.C Retaliation Is Prohibited**

The Loxahatchee River District prohibits retaliation against any individual, witness, and any other employee who reports discrimination, harassment, unethical / illegal behaviors, or participates in an investigation of such reports. Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action up to and including termination.

### **~~1.9~~ 1.8 Health Insurance Portability and Accountability Act (HIPAA)**

The District follows all guidelines under the Health Insurance Portability and Accountability Act (HIPAA). HIPAA restricts the District's ability to use and disclose Protected Health Information (PHI). The act also mandates the governing of provision of health benefits, the delivery and payment of health care services, and the security and confidentiality of individually PHI in written, electronic, and/or oral formats.

While the District does not regularly collect or receive PHI, the District has established safeguards to prevent employee's protected PHI from intentionally or unintentionally being used or disclosed. If there are any questions or concerns regarding any HIPAA questions, see Human Resources.

### **1.10 Lactation/Breastfeeding**

For up to one year after a child's birth, any employee who is breastfeeding her child will be provided reasonable break times as needed to express breast milk for her baby. The District will designate an appropriate room for this purpose. A small section in the refrigerator will be reserved for the specific storage of breast milk. Any breast milk stored in the refrigerator must be labeled with the name of the employee and the date of expressing the breast milk. Any nonconforming products stored in the refrigerator may be disposed of. Employees storing milk in the refrigerator assume all responsibility for the safety of the milk and the risk of harm for any reason, including improper storage or refrigeration and tampering. Nursing mothers wishing to use this room must request/reserve the room by contacting the Human Resources department. Additional rules for use of the room and refrigerator storage will be provided by Human Resources. Employees who work off-site or in other locations will be accommodated with a private area. The location provided shall not be a bathroom and will be shielded from view and free from intrusion from coworkers and the public during use. Break times will be compensated or uncompensated in accordance with applicable wage and hour laws.

Employees who are not provided with an appropriate place to express milk must notify Human Resources and the District will rectify the situation within ten (10) calendar days.

#### **1.101.9 Changes of Policy**

This procedure supersedes all previous Personnel Procedures and memos that may have been issued from time to time on subjects covered in this Personnel Procedure.

However, the District reserves the right to interpret, change, suspend, cancel, or dispute with or without notice all or any part of our policies, procedures, and benefits at any time. We will notify all employees of these changes. Changes will be effective on the dates determined by the District, and after those dates all superseded policies will be null.

If you are uncertain about any policy or procedure, speak with your supervisor, Division Director, or Human Resources.

## **2 HIRING POLICIES**

### **2.1 Employment Relationship-At Will**

A District employee enters into employment voluntarily, and an employee is free to resign at any time for any reason or no reason. Similarly, the State of Florida is an “at will” employment state, such that the District is allowed to terminate the employment of any employee at any time for any reason without prior notice. Neither this handbook nor any other District document creates a contractual right, either express or implied, to remain employed for any specific period of time. No one other than the Executive Director has the authority to enter into any contract of employment for any specific period of time.

### **2.2 Transfers, Promotions, and Job Posting Process**

The District encourages employees to assume higher-level positions or lateral transfers for which they qualify. Toward this end, the District has a job-posting program that offers employees the opportunity to apply for certain positions within the District. Each job posting notice will include the dates of the posting period, job title, division, grade level, job summary, essential duties and qualifications (required skills and abilities).

Generally, employees must be in their job for at least 90 days before applying for a change in position. In addition, employees must have a good performance, attendance and punctuality record. An employee requesting to apply for an internal job transfer will be required to notify Human Resources through District email. Human Resources will then in return notify the employee’s current supervisor as well as the supervisor of the open position.

Each transfer is judged on an individual basis, depending on the needs of the Division(s) involved. Management will make all final decisions regarding transfers. Employees who wish to apply for a transfer should discuss it first with their supervisor so that it may be determined if their skills meet the minimum requirements of the desired job, and then notify Human Resources through email of their interest in the position. If an employee meets the minimum qualifications for the position, Human Resources will make arrangements to set up an exploratory interview with the other department. Jobs open only to internal applicants may or may not be posted, as determined by the Division Director. When posted, jobs will be posted for a minimum time period of 1 week.

Job posting is a way to inform employees of openings and to identify qualified and interested applicants who might not otherwise be known to the hiring Division Director. Other recruiting sources may also be used to fill open positions in the best interest of the District.

### **2.3 Employment Applications**

The District relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the District's exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment. The District will retain applications based on the longest length required under all retention laws. All applications and or resumes will be kept active for a period of 60 days from the time that it has been received by the Human Resource Department. After 60 days applicants are encouraged to reapply if they are interested in a position.

## **2.4 Employment Reference Checks**

To ensure that individuals who join the District are well qualified and have a strong potential to be productive and successful, it is the policy of the District to check the employment references of all applicants [prior to being hired](#). The Human Resource Generalist will respond to all reference check inquiries from other employers. Responses to such inquiries will confirm dates of employment, position, and titles held. The District will comply with all requests for copying or inspection of personnel records in accordance with Florida law.

## **2.5 Background Checks**

The District wants to ensure that all individuals who work for the District maintain a safe and productive work environment. It is our policy to conduct pre-employment background checks on all finalist and all applicants who accept an offer of employment from the District. Background checks may include verification of any information on the applicant's resume or application form, employment history checks, driver's license checks and statewide criminal checks, and may include local criminal records checks through local law enforcement agencies.

All offers of employment are conditioned on the receipt of a background check report that is acceptable to the District. All background checks are conducted in compliance with applicable laws. Reports are kept confidential and are only viewed by individuals involved in the hiring process.

### **2.5.A Level 2 Background Checks**

In addition to a background check all employees required by Florida law to be screened pursuant to level 2 screening must undergo background investigations which include, but not limited to, fingerprinting for statewide criminal history records checks through the Department of Law Enforcement, and national criminal history checks through FBI, and local law enforcement agencies. Any person required by law to be screened pursuant to this section must not have an arrest awaiting final disposition, must not have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to, and must not have been adjudicated delinquent and the record has not been sealed or expunged for, any offense prohibited under [Florida Statute 435.04\(2\)](#) or similar law of another jurisdiction.

Any person who is required to undergo such a security background screening or investigation and who refuses to cooperate in such screening or investigation or refuses to submit fingerprints shall be disqualified for employment in such position or, if employed, may result in disciplinary action up to and including termination.

## **2.6 Employee Medical Examinations**

To help ensure that employees are able to perform their duties safely, without risk of harm to the public, fellow employees, or themselves, medical examinations are required.

After an offer has been made to an applicant entering a designated job category, a medical examination will be performed at the District's expense by a health professional of the District's choice. The offer of employment and assignment to duties is contingent upon satisfactory completion of the exam.

Information on an employee's medical condition or history will be kept separate from other employee information and maintained confidentially to the extent permissible under the law. Access to this information will be limited

to those who have a legitimate need to know.

## **2.7 Initial Employment Period**

Every new employee goes through an initial period of adjustment in order to learn about the District and about his/her job. During this time, the employee will have an opportunity to find out if he/she is suited to, and suitable for, his/her new position.

Additionally, the initial employment period gives the employee's supervisor a reasonable period of time to evaluate his/her performance. Your initial employment period of 6 months was defined in your New Hire Status Memorandum and/or employment offer.

During this time, the new employee will be provided with training and guidance from his/her supervisor, and/or from co-workers under the supervision of the supervisor. The employee may be discharged at any time during this period for any reason or if the employee's supervisor concludes that the employee is not progressing or performing satisfactorily. Under appropriate circumstances, the initial employment may be extended. Additionally, as is true at all times during an employee's employment with the District, employment is not for any specific time and may be terminated at will, with or without cause and without prior notice.

At the end of the initial employment period, the supervisor will conduct a performance evaluation of the new employee. Provided the employee's job performance is 'satisfactory' at the end of the initial employment period, the employee may continue in the District's employment as an at-will employee.

## **2.8 Employee Categories**

### **2.8.A Exempt**

Exempt employees are classified as such if their job duties are exempt from the overtime provisions of the Fair Labor Standards Act (FLSA). Exempt employees are not eligible for overtime pay, except as set forth in (Exempt Employee Extra Compensation below). Their salaries are calculated on a weekly basis and cover all hours worked.

An exempt employee includes those holding executive, administrative, learned professional, and certain computer-related positions, among others. Exempt employees receive a salary of at least \$455 per week or other minimum threshold required by law.

### **2.8.B Non-Exempt**

Non-Exempt employees receive at least minimum wage and overtime pay in accordance with our overtime policy. Their wages are calculated on an hourly basis. Non-Exempt Employees are covered by the Fair Labor Standards Act (FLSA). This classification is not exempt from law's requirements of minimum wage and overtime.

Based on the conditions of employment, employees of the District fall into the following categories;

### **2.8.C Regular Full-Time**

A Full-Time employee is considered to work more than 30 working hours for the District each week. Full-Time employees are not classified as part-time, introductory, temporary, or grant status. Generally, full-time employees are eligible for the District's benefit package, subject to the terms, conditions, and limitations of each benefit program.

### **2.8.D Regular Part-Time - (1,000 hour Rule Applies)**

Part-Time employees are classified as non-exempt and work a regular schedule of 29 hours or less a week. They are not in a temporary or introductory status. While they do receive all legally mandated benefits (such as: Social Security and Workers' Compensation Insurance) they are ineligible for all of the District's other benefit programs.

### **2.8.E Temporary/Seasonal Employees – (1,000 hour Rule Applies)**

A temporary/seasonal employee is hired for a specified project or time frame and works an irregular schedule of less than 29 hours per week or less than 129 hours per month. A temporary/seasonal employee in an exempt position is paid according to the terms of hire for that individual. Temporary/Seasonal employees must work less than 120 days. Temporary/seasonal employees do not receive any additional compensation or benefits provided by the District due to the 1,000 hour maximum.

### **2.8.F Elected/Appointed Officers – Governing Board Members**

The District's Governing board is comprised of Elected/Appointed Officers, going forward they will be referred to as the Governing Board Members. The Governing Board Members are not subject to FLSA classifications per [FLSA, 203\(e\)\(2\)\(C\)](#) They are eligible to take part in specific District benefits.

### **2.8.G Grant**

A Grant employee is hired for a specified project or time frame and works an irregular schedule of less than 29 hours per week. A Grant employee in an exempt position is paid according to the terms of hire for that individual per the Grant. Grant employees do not receive any additional compensation or benefits provided by the District.

### **2.8.H Under the Age of 18 years**

Due to child labor laws, insurance restrictions and the nature of the District's business, individuals under the age of eighteen (18) years will not be considered for full-time employment with the District.

## **2.9 Immigration Law Compliance**

The District is committed to employing only United States citizens and aliens who are authorized to work in the United States and complies with the Immigration Reform and Control Act of 1986. As a condition of employment, each new employee must properly complete, sign, and date the first section of the Immigration and Naturalization Form I-9 at the time the offer of employment is accepted, but no later than the first day of employment. The employee must also provide the supporting documents within three (3) business days of the first day of employment, or as otherwise provided by law. Before commencing work, newly rehired employees must also complete the Form I-9 if the employee did not previously do so, if the prior Form I-9 is more than three years old or if the previous Form I-9 is no longer valid. Rehired employees must also complete the Form I-9 upon acceptance of the position and also have three (3) business days to provide supporting documentation. Any employee whose immigration employment eligibility status changes at any time during employment must Human Resources immediately.

## **2.10 Job Descriptions**

The District makes every effort to create and maintain accurate job descriptions for all positions within the organization. Each description includes job information, job summary (giving a general overview of the job's purpose), an essential duties and responsibilities section, supervisory responsibilities, and qualifications for the position (including education and/or experience, language skills, mathematical skills, reasoning ability, and any certification and/or licenses required), any physical demands, and work environment.

The District maintains job descriptions to aid in orienting new employees to their jobs, identifying the requirements of each position, establishing hiring criteria, setting standards for employee performance evaluations, and establishing a basis for making reasonable accommodations for individuals with disabilities. The Division Director, Human Resources, and the Executive Director prepare job descriptions when new positions are created.

Existing job descriptions are also reviewed and revised in order to ensure that they are up-to-date. Job descriptions



may also be rewritten periodically to reflect any changes in the position's duties and responsibilities. All employees will be expected to help ensure that their job descriptions are accurate and current, reflecting the work being done. Employees should remember that job descriptions do not necessarily cover every task or duty that might be assigned, and that additional responsibilities may be assigned as necessary.

## 2.11 Employee Referral Program

The District seeks qualified applicants for employment and appreciates recommendations made by existing employees. Employees should obtain permission from the individual before making a referral. Employees should not make commitments or oral promises of employment. If an existing employee recommends someone who is hired, an effort will be made to notify the existing employee prior to, upon, or shortly after the new employee's start date.

## 2.12 Employee or Independent Contractor

An employee cannot be both an employee of the District and an independent contractor to the District at the same time. Treating a portion of work done by an employee as work performed by an independent contractor is not allowed.

# 3 COMPENSATION POLICIES

## 3.1 ~~Hours of Work~~ Work Week

The workweek shall start on 12:00 a.m. Saturday and end at 11:59:59 p.m. the following Friday. The basic workweek for all Regular Full-Time employees is 40 hours per week except where other provisions are specifically approved in advance. All employees are required to be present on their assigned jobs for the total hours in the workweek unless absence from duty is authorized in advance in accordance with these Personnel Procedures. The Division Directors may approve deviations from the basic workweek for individual activities or individual positions when such deviations can be demonstrated to be in the best interest of the District, the Division and the employee. Daily hours of work and workdays may vary according to the service requirements of the Division.

~~All employees are required to be present on their assigned jobs for the total hours in the workweek (defined below) unless absence from duty is authorized in advance in accordance with these Personnel Procedures. All absences shall be properly recorded and charged. Full-time District employees shall work at least forty (40) hours a week except where other provisions are specifically approved in advance in accordance with these Personnel Procedures. Normal workday shall be from 8:00 a.m. to 5:00 p.m. Monday through Friday, unless otherwise scheduled. Lunch times may be scheduled at the discretion of the Division Director, shall be unpaid, and are a time free from work interruption.~~

### Work Schedules

The District is a 24 hour 7 day a week operation. To ensure the plant is operational for that duration, the District has different employee work schedules to accommodate:

- ~~• Normal Shift - 8 hours a day, 5 days a week~~
- ~~• Operations Shift 1 - 10 hour shifts, 4 days a week~~
- ~~• Operations Shift 2 - three 12 hour shifts with one 4 hour shift on a day of the work week as determined to be in the best interest of operational demands and scheduling.~~
- Shift 1-5 days a week 8 hours a day. Operations is a 4 days a week 10 hours a day.
- Shift 2 Plant Day Shift- 4 days a week 12 hour shifts 1 week of pay period with 8 hours of overtime and



3-12 hour shifts other week of pay period.

- Shift 3- Plant Night Shift- (Same as Shift 2) plus night shift premium.

Supervisors will advise employees of the times their schedules will normally begin and end. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

**3.13.2 Work Week**

The workweek shall start on 12:00 a.m. Saturday and end at 11:59:59 p.m. the following Friday. The basic workweek for all Regular Full-Time employees is 40 hours per week except where other provisions are specifically approved in advance. The Division Directors may approve deviations from the basic workweek for individual activities or individual positions when such deviations can be demonstrated to be in the best interest of the District, the Division and the employee. Daily hours of work and workdays may vary according to the service requirements of the Division.

**3.23.3 Meal Periods**

The District provides all full-time employees with one bona fide meal period each workday. Supervisors or Division Directors will schedule meal periods to accommodate operating requirements. Part-time employees working over six (6) hours in a day should take a 30- minute lunch break.

A bona fide meal period is defined as a minimum of 30 minutes or maximum of 1(one) hour, whichever is approved by your Division Director, and are not considered hours worked. During this time, employees will be relieved of all active duties and responsibilities. If a non-exempt the employee is required to perform any work duties while on his or her meal break period, the employee must be compensated for the time spent performing work duties. The time spent working during the meal break will be counted toward the total hours worked.

**3.33.4 Breaks**

Breaks will be given to non-exempt employees at Division Director or supervisor discretion. Breaks will last no longer than 15 minutes for every 4 hours of work. Breaks will be paid, but not to be used to extend the normal workday. Breaks are not to be combined in order to arrive to work late or leave work early.

**3.43.5 Overtime**

From time to time, District non-exempt employees may be required to work beyond their normally scheduled hours. Employees are expected to reasonably accept this work when requested. Prior approval of a supervisor, however, is required before any non-exempt employee works overtime. Overtime will be paid at one and one-half times the employee's regular working hourly rate of pay.

Overtime pay is based on actual hours worked including holiday pay, vacation, and night shift differential. Sick, ~~on-call pay~~, personal, Jury Duty, and Bereavement are not considered hours worked in a work week and will be paid as straight time. On call pay will be based on the policy below.

Non-exempt employees shall not use mobile devices or District E-mail for work when off duty since use of the same when off duty could pose as working overtime without approval. Mobile devices issued to non-exempt employees shall be used for work only during employee's working hours. Employees working overtime without approval will be paid for the overtime and may be subject to disciplinary action.

**3.53.6 On-Call Policy**

- ~~The District may designate employees periodically or rotationally to on-call assignments during weekends, evenings, holidays, and other off-duty hours. The District defines "on-call" as "waiting to~~

~~be engaged”, per Fair Labor Standards Act regulations.~~

- ~~• On-call means employees can use their off time effectively for personal purposes. The employee must be within one hour of their work environment and must be available for contact by telephone and/or pager. Scheduled on-call personnel shall be available for work due to the likelihood for an emergency to include nights, weekends, and holidays.~~

Due to the nature of the District’s business, it is necessary for some personnel to be on-call during the week or on the weekends and holidays. While all District employees are subject and must respond to supervisor request to report for overtime work, “On-Call” personnel receive additional compensation for the certainty that they will remain immediately ready, willing and able to provide emergency response during their on-call assignment period.

- The District defines “on-call” as “waiting to be engaged”, per Fair Labor Standards Act regulations.
- On-call means employees can use their off time effectively for personal purposes. The employee must be within one-hour of their work environment and must be available for contact by telephone and/or pager. Scheduled on-call personnel shall be available for work due to the likelihood for an emergency to include nights, weekends, and holidays.

Work area supervisors with primary supervisory responsibility for their department are authorized to direct qualified subordinate personnel to on-call duty as follows:

- Laboratory – one laboratory technician
- Collection and Transmission – two collection and transmission technicians and if applicable, one collection and transmission trainee
- Treatment and Disposal – one plant operator
- \_\_\_\_\_

### **3.7.A On-Call Pay**

- ~~• The scheduled on-call personnel will be paid one hour at double time for each day they are on-call.~~
- ~~• The additional on-call time will only be paid to the employee who is scheduled for on-call duty. The employee scheduled for on-call duty shall receive the full on-call additional pay. If another employee is called in addition to the on-call employee, they will be paid at time and one half and not paid the additional scheduled on-call pay.~~
- ~~• On-call pay is not considered as time worked in the calculation of overtime pay.~~
- ~~• On-call pay shall be forfeited if the scheduled personnel cannot be located or does not respond within one (1) hour from the initial call. This lack of response may result in disciplinary action that would be determined by the Department Supervisor.~~
- The scheduled on-call personnel will be paid one hour at double time for each day they are on-call plus time and one half, portal to portal, actual time worked starting with when the call is received and ending when work related to the call is complete.
- The additional on-call time will be paid to the employees who are scheduled for on-call duty. The employee scheduled for on-call duty shall receive the full on-call additional pay. If another employee is called in addition to the on-call employee, they will be paid at time and one half and not paid the additional scheduled on-call pay.
- On-call pay is not considered as time worked in the calculation of overtime pay.
- On-call pay shall be forfeited if the scheduled personnel cannot be located or does not respond within one (1) hour from the initial call. This lack of response may result in disciplinary action that would be determined by the Department Supervisor.

### **3.7.B On-Call with a District Vehicle**

- Applies only to a designated on-call collection and transmission personnel who, to facilitate a more rapid response, take home a properly stocked District vehicle.
- Subject to section 6.12.C.1, Use of Company Vehicles

### **3.7.B3.7.C Area of Responsibility**

- Collection Field Foreman and/or Superintendent will schedule and set the on-call rotation for the field Collection/Transmission/Reuse positions and set the areas of responsibility of the District field operating system.
- The Director of Operations or his designee will schedule and set the on-call rotation for the Plant Operators and set the areas of responsibility for the Plant.
- The Lab Manager will schedule and set the on-call rotation for the Lab Technicians and set the areas of responsibility for the Lab.

### **3.7.C3.7.D Exempt Employees**

Exempt employees are ineligible for on call pay.

### **3.63.7 Night Shift Pay Differential**

Night Shift Differential refers to the extra compensation a District employee received for hours worked outside the hours of 7:30 a.m. to 7:00 p.m., Monday through Sunday.

#### **3.8.A ligibility**

Exempt employees are ineligible for Night Shift Differential Pay. Only non-exempt employees with a job title of Wastewater Treatment Plant Operator are eligible to receive Night Shift Differential Pay. To be eligible for Night Shift Differential pay, the following criteria must be met:

- Job Title is a Waste Water Treatment Plant Operator,
- Four or more hours were worked between the hours of 7:00 pm through 7:30 am~~7~~, and

Scheduled/Unscheduled shutdowns do not qualify for Night Shift Differential.

#### **3.8.B Night Shift Differential Pay**

Non-exempt employees meeting the above criteria, from Section 3.8.A, will receive the night shift differential of ~~\$0.1.00~~50/hr. (Regular rate plus the Night Shift Differential).

#### **3.8.C Designation of Night Shift Differential Pay**

The Night Shift Differential is to be paid on top of the wastewater treatment plant Operator's regular rate of pay. In cases where the wastewater treatment plant Operator is receiving the maximum amount under the pay scale, as long as the wastewater treatment plant Operator meets the criteria listed above, they will still receive the Night Shift Differential.

#### **3.8.D Night Shift Differential Overtime Pay**

An employee who meets the Eligibility criteria above (3.8.A) for all hours worked, and works over 40 hours, will be paid overtime at one and one/half times their regular pay rate plus night shift differential pay [i.e., OT = (regular

pay rate + \$~~1.00~~~~0.50~~\*1.5]. Per the Fair Labor Standards Act, if the employee has two different pay rates in a week period that results in over 40 hours worked, the District will use the weighted average method to determine the employee's rate of pay.

### **3.8.E Night Shift Differential Leaves of Absence**

Time not actually worked during a work period, such as vacation, sick, holiday, etc., is not eligible for Night Shift Differential pay and will be paid at the base rate of pay.

### **3.8.F Night Shift Differential Holiday Pay**

Time not actually worked during a work period, when an employee is not on duty, is not eligible for Night Shift Differential pay and will be paid at the base rate of pay.

### **3.73.8 Time Records**

All employees must complete a weekly time sheet from the District's online web-based time and attendance system. This also includes all vacation, sick and /or personal days (as applicable).

Non-exempt employees must complete their time card weekly in the time & attendance system which must record any vacation, sick and/or personal days (as applicable).

All Exempt Employees must complete a weekly time sheet from the District's web- based time and attendance system. All vacation, sick and /or personal days (as applicable) must be approved by either their immediate Division Director or the Executive Director (whichever is applicable) if the required time off is for a full day (i.e., 8 hours) or more. Exempt employees are not required to submit a request for time off for periods less than a full day.

### **3.83.9 Compensation**

The compensation plan of the District consists of the following parts, which are subject to periodic review and revision by the District:

- (1) Job title and associated descriptions.
- (2) Salary schedule of pay grades and associated salary ranges.
- (3) Benefits package.

Upon being hired, each employee will be assigned a job title, description and salary within the appropriate pay grade.

### **3.10.A Introductory**

Introductory employees are those whose performance is being evaluated during the Initial Employment Period to determine whether further employment in a specific position or with the District is appropriate. Employees who satisfactorily complete the introductory period will be notified of their new employment classification. In some instances, adjustments to salaries could happen at the end of the employee's introductory period. This salary adjustment may be negotiated as part of the offering of employment and accepting employment with the District.

### **3.10.B Reinstated Employees**

A reinstated employee will be paid at a salary rate within the approved salary range for the position in which he or she is reinstated. The reinstated employee will maintain his/her original employment date for calculation of (a) time of service awards, (b) vacation accrual rate, and (c) retirement benefits if the employee was previously vested. Only time actually worked for the Loxahatchee River District will count toward these benefits and calculations. The reinstated employee will use their rehire date for all evaluations and other benefits. This policy

is effective June 28, 2019. There is no retroactive or retrospective provision to this policy.

### **3.93.10 Payment of Salary**

Exempt and Non-Exempt wages are made biweekly for base salary, which includes overtime payments for Non-Exempt employees. Paydays are usually every other Friday, reflecting the two preceding workweeks.

Direct Deposit of paychecks is strongly encouraged. It is the District's policy that employee paychecks will only be given personally to that employee. All other arrangements for mailing or pick-up of paychecks must be made in advance in writing to Human Resources.

If the normal payday falls on a District recognized holiday, paychecks will be distributed one workday prior to the aforementioned schedule. Under rare circumstances will the District release any paychecks prior to the announced schedule.

Employees ~~are may be paid by check or~~ through direct deposit of funds to either a savings or checking account at their bank of choice (providing the bank has direct deposit capability). To activate direct deposit, please complete [Direct Deposit Authorization](#) form. ~~The completed form must then be returned with a voided personal check to Human Resources.~~ Once the completed form is turned into Human Resources, ~~it will take effect on the next pay day.~~ The direct deposit will normally take effect on the next pay day if turned in prior to the end of the pay period.

In the event of a lost paycheck, Accounting must be notified in writing as soon as possible before a replacement check can be issued. In the event the lost paycheck is recovered and the District identifies the endorsement as that of the employee, the employee must remit the amount of the replacement check to the District within 24 hours of the time it is demanded, and may be subject to disciplinary action in the event of negligence by the employee.

A statement of earnings is given each pay period to employees indicating:

- Gross Pay
- Statutory Deductions
- Voluntary Deductions

### **3.103.11 Emergency Pay Procedures**

The District Executive Director or his designee shall have the authority to declare an emergency for the District and will determine the beginning and ending time for each Emergency Conditions level (e.g., EMCON-2) for purposes of this procedure. The Executive Director or his designee will determine when to close and reopen District offices; this is determined to be the Declared Emergency Period (e.g., the time period between the conclusion of EMCON-4 and the conclusion of EMCON-5). During the Declared Emergency Period, all normal District activities shall cease. During this period, employees should regularly contact their applicable department Director for information and instructions, and, when directed, report back to work.

During a Declared Emergency Period Non-Essential Personnel who are regularly scheduled to work may be relieved of duty. Essential Personnel, employees whose absence would jeopardize the continuation of essential functions or those positions deemed essential by the District, will be directed by their Supervisor to work before, during, and/or after a declared emergency. They are required to perform duties assigned by their supervisor or Director that may not be consistent with normal responsibilities or work schedules.

During a Declared Emergency, paid time off (PTO) may be cancelled at the discretion of a District Director. If an Essential Employee is already on vacation or using PTO when EMCON-1 is declared, the Essential Employee must make every effort to check with his or her Director for further instructions and may be required to report back to work.

While all possibilities and occurrences due to curfews, traffic bans, etc., that occur during an emergency or natural disaster cannot be predicted or listed, a number of basic foreseen pay possibilities are set forth below:



## Loxahatchee River District

- The District will compensate all non-exempt employees straight time for the hours they were otherwise scheduled to work during the Declared Emergency Period. This pay will be classified as Emergency Administrative Pay. Emergency Administrative Pay is an authorized leave of absence, with pay, issued to replace regularly scheduled hours during official District building closures. Emergency Administrative Pay will not be paid for normal scheduled days off during the Declared Emergency Period. Emergency Administrative Pay is not charged against an employee's earned leave. Emergency Administrative Pay counts as time worked for the computation of Overtime. Night Shift Differential is not eligible for Emergency Administrative Pay.
- Employees who are on approved leave (Vacation, Sick, Workers Compensation, Family Medical Leave, etc.) during a Declared Emergency Period will not have their leave changed to Emergency Administrative Pay unless the employee physically works during the Declared Emergency Period or the approved leave is cancelled no later than the beginning of EMCON-2. Approved sick leave for appointments that are cancelled at the request of a provider during the Declared Emergency Period will not be charged to the employee's balance and will be replaced with Emergency Administrative Pay. There will be no other change in pre-approved leave status unless approved by the Executive Director.
- Extraordinary Pay shall be earned when a District employee works during a Declared Emergency Period based upon a pre-approved requirement for that employee to work and or remain on duty to provide essential services during a Declared Emergency Period. In addition to receiving Emergency Administrative Pay, Extraordinary Pay shall be paid as straight time and shall count as time worked for the computation of Overtime. Extraordinary pay is not subject to Night Shift Differential. All hours worked by non-exempt employees during the Declared Emergency Period will be compensated in the form of Extraordinary Pay. No compensatory time will be allowed or reported.
- If a District observed holiday falls during the Declared Emergency Period, Holiday Pay will be paid in accordance with the District's policies. Employees will not receive Emergency Administrative Pay on a District observed holiday. Notwithstanding, employees whose job description requires them to work on holidays will receive both Emergency Administrative Pay and Holiday Pay during a Declared Emergency Period. Furthermore, employees whose job description requires them to work on holidays and who actually work on a holiday during a Declared Emergency Period will receive Extraordinary pay, Emergency Administrative Pay, and their Holiday Pay will be converted to Vacation time.
- Employees recently hired who are scheduled to start on a date when the District is closed due to a Declared Emergency will be paid consistent with their offer letter and as with other staff.
- Part-time employees and interns will only be paid for hours worked during a Declared Emergency Period.
- On-Call Pay will be cancelled for all Plant and WildPine Lab personnel during the Declared Emergency Period, i.e., when Plant Essential Staff are required to be on-site, and will resume when Plant Essential Staff are released from duty. On-Call Pay for Field personnel will be cancelled while sustained winds are 35 miles per hour or greater.
- If an employee is classified as Essential Personnel by their Director and that employee is unable to work during the Declared Emergency Period, the employee will be required to use leave time as appropriate. If all leave is exhausted, the employee will not be paid for the non-worked time in accordance with applicable law.
- During a Declared Emergency Period, Exempt employees designated as Essential Personnel shall receive Extraordinary Pay only for hours worked outside of regular business hours.
- Exempt employees who are scheduled to work but are not required to work during the Declared Emergency may be released from duty and shall be paid their regular pay for the Declared Emergency Period and for the remainder of the work week in which the emergency was declared. Thereafter, exempt employees will be paid their regular salary during the following work week(s), if the Declared Emergency



Period continues.

- In anticipation of a forecasted emergency or disaster, employees may request to use their accrued leave time, as appropriate, in order to secure their families and/or personal properties. Employees on approved leave will not be granted Emergency Administrative Pay.
- If employees are unable to travel to their office due to the effects of a Declared Emergency, and the Declared Emergency Period has ended, such employees shall not be granted Emergency Administrative Pay. Such employees may request to use available leave, as appropriate, to cover absence(s) from work.

### **3.143.12 Pay Advances**

The District does not provide pay advances on unearned wages.

### **3.123.13 Improper Deductions Prohibited**

It is the District's policy and practice to compensate employees accurately and in accordance with applicable state and federal laws. Employees classified as exempt are paid a pre-determined salary for any workweek in which they perform work, regardless of the quality of their performance, or the number of hours worked during that workweek. Under certain circumstances and in accordance with federal wage and hour regulations, deductions may be made from an exempt employee's salary (in addition to tax withholdings and other applicable payroll deductions). Unlawful deductions are prohibited. Employees are advised to check their paystubs and are required to report any mistakes to Accounting in accordance with Section 3.15. Inadvertent mistakes will be corrected promptly.

### **3.133.14 Administrative Pay Corrections**

The District takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday.

In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of Accounting so that corrections can be made as quickly as possible, subject to the advance input of payroll data that precedes the next regularly scheduled payroll.

### **3.143.15 Pay Deductions**

The law requires that the District make certain deductions from every employee's compensation. Among these are applicable federal and state taxes. The District also must deduct Social Security and Medicare taxes on each employee's earnings up to a specific limit that is called the Social Security 'wage base'. The District matches the amount of Social Security and Medicare taxes paid by each employee.

### **3.153.16 Business Travel Expenses**

The District will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location per Chapter 112.061. The Division Director must approve all business travel in advance. Employees whose travel plans have been approved should make all travel arrangements through the District's purchasing department.

When approved, the actual costs of travel, meals, lodging, and other expenses directly related to accomplishing business travel objectives will be reimbursed by the District on a current [State of Florida Chapter 112.061](#) per diem basis. Employees are expected to limit expenses to reasonable amounts. Travel time associated with an overnight stay is generally considered compensable work time when the business travel cuts across the non-exempt employee's normal work hours, regardless of what day of the week the travel takes place.

However, time spent traveling to an airport terminal or train station is not treated as hours worked. By contrast, all reasonable time spent waiting at the terminal until arrival at the destination is compensable.

Employees who are involved in an accident while traveling on business must promptly report the incident to their immediate supervisor. Vehicles owned by the District may not be used for personal use without prior approval from the Executive Director.

Cash advances to cover reasonable anticipated expenses may be made to employees after travel has been approved. Employees should submit a written request to their Division Director when travel advances are needed. Employees should submit all business-related receipts when travel is completed. If the trip is cancelled, reimbursement of advancement is required, unless the employee had no control over the cancellation and incurred non-refundable deposits and advanced payments previously approved by the District.

Employees should contact their Division Director or the Purchasing Department for guidance and assistance on procedures related to travel arrangements, travel advances, expense reports, reimbursement for specific expenses, or any other business travel issues. Abuse of this business travel expenses policy, including falsifying expense reports to reflect costs not incurred by the employee, can be grounds for disciplinary action, including termination of employment.

## 4 **TIME OFF POLICIES**

### 4.1 Vacation

Time away from work to relax and pursue special interests is beneficial. All Regular, Full-Time employees are eligible for paid vacation. Please refer to section [6.3.B Sufficient Notice](#), regarding how to request a vacation day(s). Regular Full-Time employees will accrue vacation time according to the schedule below:

<b>Months (Years) of LRD Employment</b>	<b>Vacation Accrual Rate</b>	
	<b>Hours per month</b>	<b>Days per Year</b>
0 – 12 Months (1 year)	8.00	12.0
13 – 24 Months (2 years)	8.00	12.0
25 – 36 Months (3 years)	8.33	12.5
37 – 48 Months (4 years)	8.67	13.0
49 – 60 Months (5 years)	9.00	13.5
61 – 72 Months (6 years)	9.33	14.0
73 – 84 Months (7 years)	9.67	14.5
85 – 96 Months (8 years)	10.00	15.0
97 – 108 Months (9 years)	10.33	15.5
109 – 120 Months (10 years)	10.67	16.0
121 – 132 Months (11 years)	11.00	16.5
133 – 144 Months (12 years)	11.33	17.0
145 – 156 Months (13 years)	11.67	17.5
157 – 168 Months (14 years)	12.00	18.0
169 – 288 Months (15 years)	12.33	18.5
289 months and more (over 25 years)	13.33	20.0

The length of eligible service is calculated on the basis of a ‘benefit year’. This is the 12-month period that begins when the employee starts to earn vacation time. An employee’s benefit year may be extended for any significant leave of absence except military leave of absence or FMLA Leave. In computing vacation earned, no increments will accrue for any pay week which includes three or more days of leave of absence without pay. For all shift workers, no increments will accrue for any week which includes 24 hours or more of absence without pay.

An employee may not use vacation time during his or her Introductory Employment Period. During a promotion or demotion Introductory Period, vacation time may be taken.

Employees will not be permitted to carry more than 20 days of vacation from one fiscal year to the next. The District’s fiscal year is October 1<sup>st</sup> through September 30<sup>th</sup>.

Vacation time is paid at the employee's base pay rate at the time of vacation. It does not include overtime or any special forms of compensation such as incentives or bonuses. Vacation taken before or after a holiday, must be scheduled. When a District holiday falls during a scheduled vacation, it is not counted as a vacation day.

Exempt Employees requiring vacation, sick or personal time must notify either their immediate Division Director or the Executive Director (whichever is applicable) if the required time is for a full day (i.e., 8 hours) or more. Exempt employees are not required to submit a request for periods less than a full day.

Any employee that becomes ill during a scheduled vacation cannot change a vacation day to a sick day; a scheduled vacation day counts as vacation even if an employee would ordinarily take a sick day.

The District also offers a Vacation Buy Back Policy. The following configuration will be used in determining if you can qualify for the Buy Back Plan:

Vacation Days Available on September 30<sup>th</sup> at 5:00 p.m.:

- (1) 0-20 accumulated vacation days will rollover to the following year.
- (2) 21-30 accumulated vacation days will automatically fall under the Buy Back Plan.
  - a. The maximum amount of vacation days the District will Buy Back is 10 days.
- (3) >30 days on the books will be automatically forfeited.

#### **Guidelines for Vacation Pay for Terminating Employees**

- Upon resignation or retirement, if two weeks' notice are provided, then the employee will receive payout of accrued balance no greater than 30 days (maximum of 240 hours).
- If two weeks' notice is not provided prior to the employee's last day of employment, the employee forfeits any rights and claims to accrued and unused vacation pay. An employee in their Initial Employment Period where no vacation can be taken, forfeits such accruals upon separation and is not eligible for payout of accrued and unused vacation.

#### **4.2 Sick Time Benefit**

To keep the District and each Division running smoothly and efficiently, it is important that every employee be on the job and on time. For this reason, careful attention is given to promptness, absence record and overall dependability.

The District recognizes, however, that an employee may occasionally be affected by injury or illness. As a result, the Sick Time Benefit is designed to provide protection to employees against loss of income during unavoidable illness or injury. The District provides paid sick time to all eligible employees for periods of temporary absence due to illnesses or injuries. Eligible employee classification(s):

- Regular full-time employees
- Full-Time Employees in the Initial Employment Period

Eligible employees will accrue sick time at the rate of 8 hours for every full month of service (up to 96 hours per year). Sick Time Benefit is calculated on the basis of a 'benefit year,' the 12-month period that begins when the employee starts to earn sick time.

Employees can request use of paid sick time after completing a waiting period of 30 calendar days (which does not include any week of 24 or more hours of leave of absences without pay) from the date they become eligible to accrue sick time benefits. Paid sick time can be used in minimum increments of 15 minutes. Eligible employees may use sick time for an absence due to their own illness or injury. Also, eligible employees may use sick time to care for an injured or sick family member who resides in the employee's household.

An Employee who is unable to report to work due to illness, injury, or the need to care for a family member in

their household should notify their direct supervisor not later than one (1) hour after the scheduled start of their workday. The direct supervisor must also be contacted on each additional day of absence. If an employee uses 96 or more hours of Sick Time during any 12-month period, the District, through Human Resources, will require written documentation justifying the legitimate and appropriate use of Sick Time. Verification may be required for other sick time absences of less than 96 hours per year in the District's sole discretion. If requested, failure to provide written documentation justifying the legitimate use of Sick Time will result in the missed time being treated as unpaid time off in accordance with applicable law.

Employees who use sick leave in excess of three (3) consecutive working days must be accompanied by a physician's certificate upon return to work. The reasons for such absence, the dates the employee or family member was under the physician's care, and the day on which the employee was able to return to work shall be required and submitted for approval through Human Resources.

Sick time benefits will be calculated based on the employee's base pay rate at the time of absence.

Sick time benefits may be used if the employee has more than 40 hours accumulated, to supplement any payments that an employee is eligible to receive from workers' compensation or long-term disability insurance programs. The combination of any such disability payments and sick time benefits cannot exceed the employee's normal weekly earnings.

Exempt Employees requiring vacation, sick, or personal time off must notify either their immediate Division Director or the Executive Director (whichever is applicable) if the required time off is for a full day (i.e., 8 hours) or more. Exempt employees are not required to submit a request for time off for periods less than a full day.

#### **4.2.A Maximum Sick Accrual**

Unused sick time will be allowed to accumulate until the employee has accrued a total of 150 calendar days of sick time. If the employee's benefits reach this maximum, further accrual of sick time benefits will be suspended until the employee has reduced their sick time balance below the limit.

#### **4.2.B Annual Unused Sick Bonus**

Employees that use less than 8 hours of sick time between December 1 and November 30 will receive a net check of \$200.00. Employees that use 24 or less hours of sick time between December 1 and November 30 will receive a net check of \$50.00.

#### **4.2.C Sick Payout Conversion**

The Sick Time Benefit is intended solely to provide income protection in the event of illness or injury and may not be used for any other absence. Unused sick time will not be paid to employees while they are employed.

Upon resignation, retirement, permanent disability, or death employees who have a minimum of three (3) years of continuous full-time employment with the District shall be paid for the total accrued, unused sick time balance as follows:

With 3 – 8 years of service	25% conversion, but not greater than 16 days
With 8 – 15 years of service	35% conversion, but not greater than 40 days
With 15 or more years of service	50% conversion, but not greater than 75 days

#### **4.3 Time Off to Vote**

Election Days are days when elections for public office are held (elections for public office include elections for sheriff, school board, district attorney, and all primary and general elections that are scheduled throughout the state, county, city or town). The District encourages employees to fulfill their civic responsibilities by participating in elections. Generally, polls are open from 7 am to 7 pm, such that

employees should be able to find time to vote in an election during their non-working hours. Nonetheless, if employees need time off to vote, they should speak with their supervisor at least two working days prior to the Election Day. Advance notice is required so that the necessary time off can be scheduled to minimize disruption to the normal work schedule. It is not automatic that you can take time off to vote. The District may grant up to 30 minutes paid time off to vote.

#### **4.4 Bereavement**

In the unfortunate event of a death in the immediate family, Bereavement up to 5 days with pay will be granted. These five days can be taken consecutively, split or postponed, but within a reasonable time of the date of the death or date of the funeral. For this purpose, immediate family is defined as your:

- Spouse
- Child
- Step-Child (ren)
- Parents (including in-laws), step-parents
- Siblings, step-siblings
- Grandparents
- Grandchildren
- Domestic Partner
- Eligible dependents of a Domestic Partner

Employees should make their supervisor aware of their situation. In turn, the supervisor should notify Human Resources of the reason and length of the employee's absence.

Upon returning to work, the employer must record employee's absence as a Bereavement on employee's attendance record. Proof of death and employee's relationship to the deceased must be provided to the District upon returning to work.

#### **4.5 Jury Duty**

The District supports employees who are fulfilling their civic duty and obligations as jurors. Employees summoned to serve on a jury will be compensated by the District for the hours they were otherwise scheduled to work but could not work because of their service as a juror. This pay will be classified as Jury Duty Pay. Any money given to you by the court for serving on the Jury is yours to keep.

Upon receipt of the notice to serve jury duty, the employee should immediately notify employee's supervisor, as well as Human Resources. Additionally, a copy of the notice to serve jury duty should be attached to the employee's attendance record for attendance purposes. In order to be paid for jury service, you must follow the schedule below.

Day Shift Employee:

- Employee notifies District of the date of Jury Duty
- Employee will report to jury duty on date/time required
- Employee will collect all summons slips for each day at Jury Duty
- If the employee is at jury duty for more than half of their shift, the employee is not required to come back to work that day



#### Night Shift Employee:

- Employee notifies District of the date of Jury Duty
- Employee will not report to work the night before Jury Duty
- Employee will collect all summons slips for each day at Jury Duty
- Employee will report to jury duty on date/time required
- Employee will not be required to come to work if jury duty last more than 4 hours

#### 4.6 Witness Duty

The District encourages employees to appear in court for witness duty when subpoenaed to do so. Employees subpoenaed to appear as a witness in court will be compensated by the District for the hours they were otherwise scheduled to work but could not work because of their service as a subpoenaed witness. This pay will be classified as Witness Duty Pay. A District employee will not be paid for witness duty when (s)he is party to the action. Upon being excused from witness duty, the employee is expected to return to work at the District.

Employees will be granted unpaid time off to appear in court as a witness when requested by a party other than the District. Employees are free to use available vacation to receive compensation for the period of this absence. Subject to the terms, conditions and limitations of the applicable plans, the District will continue to provide health insurance benefits for the full term of the witness duty absence, and the employee will continue to be responsible to pay their employee insurance contribution.

The subpoena should be copied and given to the employee's supervisor immediately after it is received so that operating requirements can be adjusted, where necessary, to accommodate the employee's absence. The employee is expected to report for work whenever the court schedule permits. Benefits accruals, such as vacation and sick time will be suspended during unpaid witness duty and will resume upon return to active employment.

#### 4.7 Leave of Absences:

##### Types of Leave:

**FMLA Leave:** The Family and Medical Leave Act (FMLA) allows employees to take job-protected time away from work for a qualifying reason, including the employees own serious medical condition or that of an immediate family member, birth, adoption or foster care; and military family care for military exigency relating to foreign deployment.

**Personal Leave:** This allows time away from work for a qualifying situation, as described in the Personal Leave policy. These can include medical conditions (employees or family members); birth, adoption or foster care; extended family care; Americans with Disability Act (ADA) reassignment; education; bereavement (when more than five days are needed); Domestic Violence Leave and other compelling reasons.

**Military Leave:** This allows employees to take time off for military service, as described in the Military policy.

#### **4.7.A Family and Medical Leave Act ('FMLA')**

Eligible employees will be granted up to twelve (12) weeks of unpaid family, medical, or exigency leave during a twelve (12)-month period in accordance with the Family and Medical Leave Act (FMLA). Eligible employees will be granted up to twenty-six (26) workweeks of unpaid leave to care for a member of the Armed Forces, including a member of the National Guard or Reserves, who is a family member or next of kin, during a single twelve (12)-month period in accordance with the FMLA as amended from time to time.

During this leave, an eligible employee is entitled to continued group health plan coverage as if the employee had continued to work, however the employee will not accrue vacation/sick time during unpaid family and medical leave (FML). At the conclusion of the leave, subject to some exceptions, an employee generally has a right to return to the same or an equivalent position.

#### **NOTICE**

Employees must provide the Human Resources Department with no less than thirty (30) days written notice of their intent to take FML when the leave is foreseeable. If such leave is unforeseeable, the employee shall provide notice to the Human Resources Department as soon as possible after the employee learns of the need for the leave. Employees on approved family leave, medical leave, exigency leave, or service member leave under this policy, with or without pay, must make at least monthly contact with the Human Resources Department during their absence. FML under this policy runs concurrently with all other paid or unpaid leaves of absence.

#### **ELIGIBILITY**

To be eligible for family leave, medical leave, exigency leave, or service member leave, an employee must have been employed by the District for at least twelve (12) months and must have actively worked for at least 1250 hours during the previous twelve (12)-month period. Employees must also work at a site with 50 or more District employees or where 50 or more District employees are located within 75 miles of the worksite.

In addition to the foregoing eligibility requirements, the employee must also show that the reason for the leave falls into one of the following categories:

- A. For the birth of a son or daughter, and to care for the newborn child;
- B. For the placement of a child with the employee for adoption or foster care, and to care for the newly placed child;
- C. To care for an immediate family member (spouse, child, or parent) with a serious health condition;
- D. When the employee is unable to work because of a serious health condition;
- E. To care for an injured or ill covered service member or covered veteran. The employee must be the family member or the next of kin of the covered service member or covered veteran.
- F. To address any qualifying exigency arising out of the fact that a spouse, child, or parent who is also a military member in the National Guard or Reserves or of a regular component of the Armed Forces when the military member is on covered active duty or called to covered active duty status and deployed to a foreign country.

#### **Qualifying Reasons for FMLA Leave**

##### **Leave due to Birth or Placement of a Child Through Adoption or Foster Care.**

An eligible employee can take up to twelve (12) weeks of leave during a twelve (12)-month period measured backward from the date any FML is used. This applies equally to mothers and fathers. However, if both the mother and father are employed by the District, the aggregate number of workweeks of leave that both can receive is limited to twelve (12) work weeks during any twelve (12)-month period.

The entitlement to leave expires ~~a~~ t the end of the twelve (12)-month period beginning on the date of the birth, or placement of the child.

Employees meeting the requirements of the District's sick time policy are required to use their applicable sick time and then the accrued vacation concurrently with FML before the leave becomes unpaid. Employees not meeting the requirements of the District's sick time-policy must use vacation concurrently with FML leave before the leave becomes unpaid or sick time is used. After any accrued vacation is exhausted, employees may request to use their remaining accrued sick time if they did not meet the requirements for using time-off under the District's sick policy, or only met the requirements for a portion of the absence, before the leave becomes unpaid leave. To request to use the accrued sick time, employees must submit the appropriate request form to the Human Resources Department. All paid time off shall run concurrently with the FML.

This type of leave shall not be taken intermittently or on a reduced work schedule.

**Leave due to the serious health condition of the employee or to care for a family member having a serious health condition.**

An eligible employee can take up to twelve (12) weeks of leave during a twelve (12)-month period measured backward from the date any FML leave is used.

Serious health condition is defined as an illness, injury, impairment, or physical condition that involves:

1. Any period of incapacity or subsequent treatment connected with inpatient (overnight) care in a hospital, hospice, or residential medical care facility;
2. A period of incapacity requiring an absence of more than three (3) consecutive, full calendar days from work, school, or other regular daily activities and any subsequent treatment or period of incapacity relating to the same condition that also involves:
  - a. Treatment two (2) or more times within thirty (30) days of incapacity, unless extenuating circumstances exist, by (or under supervision of) a health care provider; or
  - b. Treatment by a health care provider on at least one (1) occasion that results in a regimen of continuing treatment under supervision of a health care provider.
  - c. The first, or only, treatment visit under Subsections (a) or (b) must take place in person within seven (7) days of the first day of incapacity.
3. Any period of incapacity due to pregnancy, or for prenatal care;
4. Any period of incapacity (or treatment therefore) due to a chronic serious health condition, which is defined as:
  - a. A condition that requires visits at least two (2) times per year for treatment by (or under the supervision of) a health care provider;
  - b. Continues over an extended period of time including episodes of a single underlying condition; and
  - c. May cause episodic rather than a continuing period of incapacity such as asthma, diabetes and epilepsy.

5. A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective such as Alzheimer's, stroke, or terminal diseases; or
6. Any absences for restorative surgery after an accident or injury or to receive multiple treatments (including any period of recovery there from) by, or on referral by, a health care provider for a condition that likely would result in incapacity of more than three (3) consecutive days if left untreated, such as chemotherapy, physical therapy, or dialysis.

Employees using FML for a serious health condition are required to exhaust their sick then their accrued vacation balance before FML becomes unpaid. All paid leaves of absence or time off shall run concurrently with the FML.

Leave for the employee's own or a family member's serious health condition may be taken intermittently or on a reduced leave schedule when medically necessary. The employee must try to schedule the intermittent leave to avoid undue disruption of the District's operations. The District may elect to transfer the employee to an alternative position for which the employee is qualified that has equivalent pay and benefits, which better accommodates the intermittent leave schedule.

#### **4.7.B Service Member Care under FMLA**

This leave is defined as care for the serious injury or illness of a family member or next of kin who is a Covered Service Member or Covered Veteran.

##### **Next of Kin**

Means the nearest blood relative of the Covered Service Member (other than the spouse, parent, or child of the Covered Service Member) in the following order of priority: blood relative who has been granted legal custody of the covered service member by court decree or statute; brothers and sisters; grandparents; aunts and uncles; and first cousins; unless the Covered Service Member has specifically designated in writing another blood relative as the nearest blood relative for purposes of military caregiver leave under the FMLA.

**Serious Health Condition:** means certain illnesses, injuries, impairments, or physical conditions as further defined in this policy.

##### **Applicability**

This Policy and Procedure applies to all eligible employees as more fully described in the Eligibility Section of the Procedure.

An eligible employee can take up to twenty-six (26) weeks of intermittent or consecutive leave during a single twelve (12)-month period, measured forward from the first date an employee uses FML, to care for a covered service member or covered veteran, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for an injury or illness incurred in the line of duty on active duty (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty) that may render the service member medically unfit to perform the duties of the service member's office, grade, rank or rating. Outpatient status means the service member is presently assigned to a military treatment facility as an outpatient or is assigned to a unit established

for the purpose of providing command and control of service members receiving medical care as outpatients.

1. During the single twelve (12)-month period, eligible employees are entitled to a combined total of twenty-six (26) workweeks of leave for all types of FML;
2. If both a husband and wife are employed by the District, the aggregate number of workweeks of leave that both can receive is limited to twenty-six (26) workweeks during the single twelve (12)-month period for service member leave or a combination of service member leave and the other types of FML available;
3. If an eligible employee does not take all of the twenty-six (26) workweeks of leave entitlement under this section during the single twelve (12)-month period, the remaining part of the twenty-six (26) workweeks of leave entitlement is forfeited. However, the leave entitlement is applied on a per-covered-service member/veteran, per-injury basis such that an eligible employee may be entitled to take more than one (1) period of twenty-six (26) workweeks of leave if the leave is to care for a different covered service member/veteran or to care for the same service member/veteran with a subsequent serious injury or illness, except that no more than twenty-six (26) workweeks of leave may be taken within any single twelve (12)-month period. When the eligible employee takes leave to care for more than one (1) covered service member/veteran or for a subsequent serious injury or illness of the same covered service member/veteran, and the single twelve (12)-month periods corresponding to the different military caregiver leave entitlements overlap, the employee is limited to taking no more than twenty-six (26) workweeks of leave in each single twelve (12)-month period;
4. Where leave qualifies as both leave to care for a covered service member/veteran and leave to care for a family member with a serious health condition during the single twelve (12)-month period, the District must designate such leave as leave to care for a covered service member/veteran in the first instance. This leave must not be designated and counted as both leave to care for a covered service member/veteran and leave to care for a family member with a serious health condition.
5. Service member leave may be taken intermittently or on a reduced leave schedule when medically necessary. The employee must try to schedule the intermittent leave to avoid undue disruption of the District's operations. The District may elect to transfer the employee to an alternative position for which the employee is qualified that has equivalent pay and benefits which better accommodates the intermittent leave schedule.
6. Employees using FML for service member leave are required to exhaust their sick time then their accrued vacation balance before FML becomes unpaid. All paid time off shall run concurrently with the FML.

### **Exigency Leave**

Leave related to, or necessitated by, the covered active duty or call to covered active duty status of a covered military member. Covered active duty, in the case of a member of a regular component of the Armed Forces, means duty during the deployment of the member with the Armed Forces to a foreign country. With respect to a member of a reserve component of the Armed Forces, covered active duty means duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty.

An eligible employee can take up to twelve (12) weeks of leave during a twelve (12)-month period measured backward from the date any FML leave is used.

The exigency must include one of the following:

1. Short-notice deployment;
  - a. Leave for this purpose may be used for seven (7) calendar days beginning on the date the covered military member is notified of an impending call or order to covered active duty.
  - b. Leave for this purpose is used to address issues that may arise from the fact that a covered military member is notified of an impending call or order to covered active duty seven (7) or less calendar days prior to the date of deployment.
2. Military events and related activities;
  - a. To attend any official ceremony, program, or event sponsored by the military; and
  - b. To attend family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross.
3. Childcare and school activities;
  - a. To arrange for alternative childcare when the active duty or call to covered active duty status of a covered military member necessitates a change in the existing childcare arrangement for a child of a covered military member at the time FML is to commence;
  - b. To provide childcare on an urgent, immediate need basis (but not on a routine, regular, or everyday basis);
  - c. To enroll in or transfer to a new school or day care facility a child of the covered military member when enrollment or transfer is necessitated by the active duty or call to covered active duty status of a covered military member.
  - d. To attend meetings with staff at a school or a daycare facility, such as meetings with school officials regarding disciplinary measures, parent-teacher conferences, or meetings with school counselors, for a child of the covered military member.
4. Financial and legal arrangements;
  - a. To make or update financial or legal arrangements to address the covered military member's absence while on covered active duty or call to covered active duty status, such as preparing and executing financial and healthcare powers of attorney, transferring bank account signature authority, enrolling in the Defense Enrollment Eligibility Reporting System (DEERS), obtaining military identification cards, or preparing or updating a will or living trust.
  - b. To act as the covered military member's representative before a federal, state, or local agency for purposes of arranging or appealing military service benefits while the covered military member is on covered active duty or call to covered active duty status, and for a period of ninety (90) days following the termination of the covered military member's covered active duty status.
5. Counseling;



- a. To attend counseling provided by someone other than a healthcare provider for:
  - i. The employee;
  - ii. The covered military member; or
  - iii. The child of the covered military member.
6. Rest and recuperation;
  - a. Leave may be taken for up to fifteen (15) days for each instance of rest and recuperation.
  - b. To spend time with a covered military member who is on short-term, temporary, rest and recuperation leave during the period of deployment.
7. Post-deployment activities;
  - a. To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of ninety (90) days following the termination of the covered military member's covered active duty status; and
  - b. To address issues that arise from the death of a covered military member while on covered active duty status, such as meeting and recovering the body of the covered military member and making funeral arrangements.
8. Additional activities.
  - a. To address other events provided that the employer and employee agree that such leave shall qualify as an exigency and agree to both the timing and duration of such leave.

Leave taken due to a qualifying exigency may be taken on an intermittent or reduced leave schedule basis. The employee must try to schedule the intermittent leave to avoid undue disruption of the District's operations. The District may elect to transfer the employee to an alternative position for which the employee is qualified that has equivalent pay and benefits which better accommodates the intermittent leave schedule.

Employees meeting the requirements of the District's sick time policy are required to use their applicable sick and then the accrued vacation concurrently with FML before the leave becomes unpaid. If sick time is not applicable and the employee has exhausted any accrued vacation, employees may request to use their remaining accrued sick time if they did not meet the requirements of the District's sick time policy, or only met the requirements for a portion of the absence, before the leave becomes unpaid leave. All paid leaves of absence shall run concurrently with the FML.

#### **4.7.C Intermittent or Reduced Work Week**

Leave can be taken intermittently or on a reduced work schedule when medically necessary for a serious health condition, service member leave, or as a result of a qualifying exigency. The taking of the leave intermittently or on a reduced work schedule shall not reduce the total amount of leave to which the employee is entitled. However, the employee must provide a certification from the health care provider stating that the employee's reduced work schedule is medically necessary and the expected duration and schedule of the intermittent leave or reduced work schedule when intermittent leave is medically necessary. Such certification must also include the information listed under the foregoing "Medical Certification" section and shall also be signed by the health care

provider responsible for providing such services and not by a staff member employed by the health care provider.

This section is not applicable to the birth or placement of a child.

If an employee requests intermittent leave or leave on a reduced work schedule that is foreseeable based on a planned medical treatment, the employee:

1. May be required to transfer temporarily to an available alternative position (for which he or she is qualified) which has an equivalent pay and benefits and which better accommodates recurring periods of leave than the regular position of the employee.
2. Must make reasonable efforts to schedule the treatment so as not to unduly disrupt operations.

If an employee was absent from work due to a FML reason that was unforeseeable, the employee is required to follow the District's sick time policy's unforeseeable use of sick time procedures to notify the District of the need for leave, and explicitly state that the need for leave is related to the previously approved FML condition. Upon returning to work, the employee must complete and submit to the Human Resources Department an Intermittent Leave of Absence Under FML Request Form within three (3) business days of the employee's return to work for the time to be designated as FML. In the absence of such timely notification by the employee, the employee may not subsequently assert FML protections for the absence.

#### **4.7.D Health Insurance During FML**

During approved FML, the District is required to maintain group health, dental and life insurance benefits (hereafter "group insurance"). Maintenance of such group insurance requires that the employee continue to contribute the normal portion of the insurance premiums to the District at the beginning of the month~~same time payroll deductions would normally be made in order to maintain insurance coverage~~. If the employee's payment is more than thirty (30) days late, the District may discontinue health insurance coverage upon notice to the employee. To the extent an employee's FML is paid through available accrued leave balances, the employee's portion of premiums will be collected through payroll deductions. For details on continuation of group insurance benefits or supplemental coverage, contact the Human Resources Department.

#### **4.7.E Return From FML**

Employees returning from FML are required to submit a fitness for duty certification from their healthcare provider prior to returning to work demonstrating the employee can perform the essential functions of the job. Failure to provide that certification may delay the employee's reinstatement.

Employees returning from leave will be restored to the same position held prior to the leave or to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment.

After the beginning of the leave an employee may discover that circumstances have changed and the amount of leave time originally anticipated is either reduced or needs to be extended. In foreseeable circumstances where it is necessary to change leave time the employee is required to give the District notice within two (2) business days.

- A. An employee who fails to return to work on the next regularly scheduled work day following the expiration of FML, or who does not accept a position offered by the District when returning from leave, may be recommended for disciplinary action up to and including termination from their employment.
- B. Employees are prohibited from performing any work, whether full-time or part-time, during FML, for the District or any other entity or individual, and may be recommended

for disciplinary action up to and including termination immediately upon discovery of same. Similarly, an employee who accepts other full-time employment during FML may be recommended for disciplinary action up to and including termination immediately upon discovery of same.

- C. Employees who give notice to the District that they do not intend to return to work upon the expiration of FML will be considered to have voluntarily resigned.

#### **4.7.F Substitution of Paid Leave**

When the District requires, or the employee requests, to substitute accrued paid time off under the District's vacation or sick policies, the payments under such paid time off policies running concurrently with the FML are subject to the employee satisfying any and all procedural requirements of such policies. Failure of the employee to follow the policy of the applicable paid time off may result in the FML becoming unpaid, even though the employee has an accrued balance of time remaining.

Questions on Family and Medical Leave can be directed to the Human Resources Department. Forms relating to the Family and Medical Leave can be obtained from the Human Resources Department.

#### **4.7.G Non-Retaliation**

The District will not interfere with an employee's FMLA rights or retaliate against any employee for using or trying to use FMLA leave. The District will not retaliate against any employee for opposing any practice made unlawful by the FMLA or being involved in a proceeding related to the FMLA.

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer for violations of Federal law regarding the FMLA. The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

#### **4.7.H Personal Leave**

The District may approve a Personal Leave of Absence (i.e., unpaid leave) for Regular Full-Time employees who wish to take time off from work duties to fulfill personal obligations. Personal Leave of Absence does not include FMLA leave, Workers' compensation, vacation, or sick time. A Personal Leave of Absence may include up to 30 days per 12-month period. The 12-month period is a rolling 12-month period measured backward from the date of any Personal Leave of Absence.

Only Regular Full-Time employees are eligible for a Personal Leave of Absence. Eligible employees may request personal leave only after having completed 90 calendar days of service. As soon as eligible employees become aware of the need for a Personal Leave of Absence, they should request such leave from their Division Director. Requests for a Personal Leave of Absence will be evaluated based on a number of factors, including anticipated workload and staffing needs.

A District employee on unpaid Personal Leave of Absence is prohibited from engaging in similar employment during leave. Personal leaves will not be granted for engaging in other employment outside of the District. Misrepresentations or any act to deceive the District will be ground for discipline, up to and including employment termination.

Benefit accruals, such as vacation or sick time will be suspended during any Personal Leave of Absence and will resume upon the employee's return to active employment. Employees on Personal Leave of Absence are not entitled to holiday pay or special compensatory leave in conjunction with a holiday.

Subject to the terms, conditions and limitations of the applicable plans, the District will continue to provide health insurance benefits for the full period of the approved Personal Leave of Absence, and the employee will continue to be responsible to pay their employee insurance contribution prior to leaving.

There is no job guarantee with a Personal Leave of Absence. When a Personal Leave of Absence ends, a reasonable effort will be made to return the employee to the same position, if it is available, or to a similar available position for which the employee is qualified. However, the District cannot guarantee reinstatement.

Exempt Employees requiring vacation, sick or personal time -off to cover an unpaid Personal Leave of Absence must turn in a notice to either their immediate Division Director or the Executive Director (whichever is applicable) if the required time off is for a full day (i.e., 8 hours) or more. Exempt employees are not required to submit a notice for periods less than a full day.

The District reserves the right, in its sole discretion, to deny or limit Personal Leave of Absence if the requested Personal Leave will cause an impact on District business, staffing, District operations, or for any other reason.

If an employee fails to report to work promptly at the expiration of the approved Personal Leave of Absence, the District will consider that the employee has voluntarily resigned in accordance with the District's Attendance Policy.

### **Continuing Benefit Plan Coverage**

While on a personal unpaid leave of absence, employee's medical coverage will end on the 1<sup>st</sup> day of the month following the start of such leave subject to the terms, conditions, and limitations of the applicable plans. Employees will have the opportunity of continuing their benefits for a maximum period of 18 months by paying the monthly premiums as required by COBRA legislation. Unemployment Insurance benefits cannot be collected while on a leave of absence without pay.

### **Salary Action**

While an employee is taking an approved Unpaid Personal Leave of absence, the evaluation period will extend compared to the amount of unpaid Personal Leave taken.

### **Performance Appraisal**

The length of the leave will extend the normal performance appraisal date of an employee on an unpaid leave of absence.

### **Accrual of Sick and Vacation**

During the unpaid leave of absence, the employee will not earn any sick or vacation time.

### **Returning/Not Returning From a Leave**

Due to the 24 hours a day, 7 days a week, 365 days a year nature of the District's business, the District cannot guarantee either that an employee's job will remain available or that a comparable position will exist when return from an unpaid leave is sought. When an employee is ready to return from a leave of absence without pay, the District will attempt to reinstate the employee to employee's former position or to one with similar responsibilities.

An employee who returns to work following an unpaid leave will be considered as having continuous service. If an employee does not return from an unpaid leave of absence, the termination date is the last day of the authorized leave period or the date the employee notifies employee's supervisor that employee is not returning, whichever is sooner. Such employees may be considered for reemployment.

#### **4.7.I Military Leave**

An employee who is a member of the United States Army, Navy, Air Force, Marines, Coast Guard, National Guard, or Reserves will be granted paid or unpaid leave of absence for military service, training, or related obligations in accordance with applicable law.

##### **Training**

All commissioned reserve officers or reserve enlisted personnel in the United States military or naval service or members of the National Guard shall receive a leave of absence without loss of vacation pay, time or efficiency rating, on all days during which they are engaged in training ordered under the provisions of the United States military or naval training regulations when assigned to active or inactive duty. In any one annual period, leaves of absence shall not exceed 240 working hours provided that leaves of absence for additional or longer periods of time for assignment to duty functions of a military character shall be granted without pay and without loss of time or efficiency rating.

##### **Active Duty Assignments**

All officers or enlisted personnel in the National Guard or a reserve component of the Armed Forces of the United States who are granted leave to perform active military service shall receive their full pay for the first 30 days of any such leave.

All members of the Florida National Guard who are granted leave to engage in active state duty for a named event, declared disaster, or operation pursuant to Florida Statute Sections 250.28 or 252.36, shall receive their full pay for the first 30 days. The leave of absence with full pay shall not exceed 30 days for each emergency or disaster. Additionally, under Florida law, National Guard Members called to active state duty may not be discharged from employment for a period of one (1) year after the date the employee returns to work, except for cause.

Employees on military leave in excess of 30 days may substitute their accrued vacation time in an amount necessary to bring their total compensation, inclusive of their base military pay, to the level earned at the time they were called to active military duty.

The District will continue to pay the eligible employee's portion of health, dental and life insurance premiums and the District's pension contribution while the employee is on military leave for up to 30 days. If an employee has dependent insurance coverage, the employee must make arrangements with the Finance Department for payment of associated premiums. The employee will also be responsible for making arrangements for any other benefit premium or other deduction (example: deferred compensation contribution, voluntary supplemental benefits, etc.). For military leaves of more than 30 days, an employee may elect to continue such coverage under COBRA or USERRA and is required to pay the full premium for such continuation of coverage.

##### **Notice of Leave**

Employees seeking to invoke military leave shall provide advance notice to the District unless such notice is precluded by military necessity or otherwise impossible or unreasonable as interpreted under applicable law.

### **Documentation of Leave**

Employees on military leave for periods of more than 30 days shall provide the District with such documentation that can be used to establish the employee's basic eligibility for protection under the Uniformed Services Employment and Reemployment Rights Act of 1994. If the employee is unable to provide satisfactory documentation of military service in excess of 30 days, the District reserves the right to contact the military unit with assistance from the employee to obtain such documentation.

### **Reinstatement After Leave**

Employees on military Leave will be reinstated with the District in accordance with applicable State and Federal Laws. Failure to Return After Military Leave

Should the employee not return to employment with the District following said military leave, any vacation or sick time accrued while on military leave will be subtracted before any allowable payment of any benefits is made in accordance with other provisions of these rules and regulations regarding payment of leave balances upon separation from employment.

### **4.7.J Domestic Violence Leave**

Eligible employees will be granted up to three (3) days of unpaid Domestic Violence Leave in any twelve (12) month period, measured forward from the first date domestic violence leave is used, according to Section 741.313, Florida Statutes, as amended from time to time. The District shall not discriminate against an employee for exercising rights under this policy.

Domestic Violence means any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, or any criminal offense resulting in physical injury or death of one family or household member by another family or household member. Domestic violence shall also include any crime the underlying factual basis of which has been found by a court to include an act of domestic violence.

Family or Household Member means spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as a family, and persons who are parents of a child in common regardless of whether they have been married. Except for persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same dwelling unit.

Employees may be permitted to use the leave for:

1. Seeking an injunction for protection against domestic, repeat, dating or sexual violence;
2. Obtaining medical care or mental health counseling for the employee and/or family/household member to address physical or psychological injuries resulting from the domestic violence;
3. Obtaining services from a victim-services organization as a result of the act of domestic violence;
4. Making the employee's home secure from the perpetrator of domestic violence, or to seek new housing to escape the perpetrator;
5. Seeking legal assistance or to attend and prepare for court-related proceedings arising from the act of domestic violence.

### **Notice**



Except in cases of imminent danger to the health or safety of the employee, or to the health or safety of a family household member, an employee shall provide notice to Human Resources as soon as possible after the employee learns of the need for the leave. If the leave is foreseeable, such as court dates, the employee must provide thirty (30) days' notice. The request for leave must be accompanied with sufficient documentation of the act of domestic violence, if applicable.

### **Eligibility**

To be eligible for Domestic Violence Leave, an employee must have been employed by the District for three (3) or more months. Domestic Violence Leave shall be granted if the employee or a family or household member of the employee is the victim of domestic violence and provides sufficient notice and documentation regarding same.

An employee seeking leave under this section must, before receiving the leave, exhaust all vacation and sick time available.

## **4.8 Workers' Compensation**

In accordance with the state and federal requirements of the Workers' Compensation Act, the District provides insurance to protect employees against financial loss due to personal injury and some occupational illnesses arising out of and in the course of employment at the District. For detailed information concerning supervisor responsibilities regarding accident prevention and reporting, please contact Human Resources.

Where a workplace accident or illness also results in a serious health condition as defined by the FMLA policy, the employee's leave of absence under Worker's Compensation and FMLA shall run concurrently.

### **Reporting an Accident**

The process for reporting a work-related accident and injury is as follows:

- Employee will notify supervisor immediately and fill out an Accident/Incident Report and First Report of Injury Form if there is an injury. ([Accident form](#)) ([First Report of Injury Form\(DWC-01\)](#))
  - If Employee is unable to fill out report Supervisor/Safety/Human Resources will fill out the reports and employee is to seek immediate medical attention.
  - Within 24 hours of the accident Safety and Human Resources should be notified by reporting supervisor.
- If you are not seeking medical treatment, no further steps need to be taken
- If medical treatment is needed, you will be taken to Occupational Health/Jupiter Medical Center Emergency Room. ([Occupational Health Services Form](#))
- After initial hospital visit employee must schedule all subsequent Doctors' appointments through the Workers' Compensation Insurance Company.
  - If the employee fails to contact Workers' Compensation to schedule appointment, the employee will pay for the cost out of pocket if they go to a non-authorized workers compensation Doctor.
- To return to full duty, employee must be medically cleared of all restrictions by Worker's Compensation Doctor.
- If the Worker's Compensation doctor determines you can return to work but on Light Duty, the District will evaluate if there is light duty available in its sole discretion.

### **Wage Replacement and Medical Benefits**

An employee who is absent 8 calendar days as the result of an accident or illness deemed to be work related, is eligible for wage replacement benefits from the 8<sup>th</sup> full day of absence due to injury or illness. When an employee is out more than 20 calendar days, the benefits are paid back to the first full day of disability.

The maximum wage replacement benefit for injured employees who lose time for work is 66 2/3% of the employee's average weekly wages. In all compensation cases, payment for adequate and reasonable medical and hospital services as mandated by the Workers' Compensation Act of Florida is also provided.

### **Supplemental District Payments**

The District may make the following supplemental payments to employees absent from work due to a Workers Compensation injury or illness:

- If an employee is absent for less than a 40-hour work-week required to assure wage replacement benefits, the District may pay the employee his or her base weekly gross salary through accrued paid time off (sick then vacation). If an employee is absent for eight or more calendar days, wage replacement benefits will begin and will compensate lost wages up to 66 2/3% of their Average Weekly Wage (AWW). The AWW is based on the prior 13 weeks before the date of injury.
- The District will allow employees to supplement up to 33 1/3% of their accumulated sick then vacation to make up the difference when the injury/illness also qualifies as a serious health condition under FMLA. The supervisor will report the time as deductions from sick then vacation. This benefit will not pay over 100% of the employee's total regular wages.
- The District wants to assure uninterrupted salary payments to the employee. Because there may be administrative delays before the employee actually receives wage replacement benefits for the first 40 hours, sick balances will be charged to cover these days of absence. If you are out more than 20 calendar days from the day of accident, Workers Compensation will pay the employee for the initial 40 hours from the first week of accident. Because the District paid the employee the first 40 hours of absence, the employee must return this amount to the District's Payroll Office, either by endorsement of the wage replacement check, or by future payroll deduction.

### **Accrual of Vacation and Sick Time**

An employee who is absent from work as the result of an occupational injury or illness, and who is receiving Workers' Compensation insurance payments, will accrue sick/vacation based on the portion of hours paid by the District. No increments of sick/vacation will accrue for any pay week which includes three or more days of leave of absence without pay.

### **Payment of Holiday Pay**

An employee will be paid for a holiday which falls during a period of absence due to an occupational injury or illness only if he or she is supplementing his or her wage replacement benefits with sick/vacation time. In this event, the portion of supplemental pay normally charged to sick/vacation time will be charged to holiday pay.

### **Continuation of Benefits**

Certain District benefits may be maintained for a limited period of time provided the employee makes arrangements with Human Resources and/or Payroll to continue the appropriate contributions to the plans.

### **Review of Employment Status**

In cases of prolonged absence due to a Workers Compensation illness or injury, the employment status of the employee will be reviewed periodically. The District will be in constant contact with the Workers Compensation representative and the employee to stay current on the status of the employee. The District will make every reasonable effort to accommodate the employee to come back to work as long as the accommodation does not cause undue hardship to the District. All state and federal regulations concerning Worker's Compensation, FMLA, and ADA laws will be followed.

### **4.9 Pregnancy-Related Absences**

The District will not discriminate against any employee who requests an excused absence for medical issues associated with pregnancy. Such requests will be evaluated according to the medical leave policy provisions outlined in this Personnel Procedures and all applicable federal and state laws.

Requests for time off associated with pregnancy and/or childbirth, such as bonding and childcare, not related to medical issues for those conditions, will be considered in the same manner as other requests for unpaid family or personal leave.

## **5 EMPLOYEE BENEFITS**

The District has established and defined a variety of employee benefit programs designed to assist employee and employee's eligible dependents in meeting the financial burdens that can result from illness and disability, in advancing their skills and knowledge through formal education, and to help employee plan for retirement. To learn more about insurance benefits designed to assist eligible employees in meeting the financial burdens that can result from illness and disability, please see the District's [Employee Insurance Policy](#). Below we provide a general description of the retirement plan benefit to which employees may be entitled. Please understand that this general explanation is not intended to, and does not, provide employee with all the details of this benefit. Therefore, these Personnel Procedures do not change or otherwise interpret the terms of the official plan documents. Your rights can be determined only by referring to the full text of the official plan documents, which are available for employee's examination from Human Resources. To the extent that any of the information contained in these Personnel Procedures is inconsistent with the official plan documents, the provisions of the official documents will govern in all cases. Also, we summarize the District's Tuition Reimbursement Policy.

### **5.1 Retirement Plan**

To participate in the District's Retirement Plan (Money Purchase Plan and Trust) you must be 18 years of age and have worked at the District for a minimum of one (1) year. On the first payroll containing your one- year anniversary date, the District will automatically start making contributions to your account. Contributions consist of a 12% District contribution and a 4% mandatory employee contribution. For tax purposes, this mandatory contribution is considered an Employer contribution (called a pick-up contribution). This means that the mandatory contribution will be paid by the District and will not be subject to federal income tax until you withdraw from the Plan.

You are able to direct the investment of your entire interest in the Plan. The District offers a Core Investment Menu of approximately 30 funds for you to select from, or, for a minimal fee, you can invest through the Self-Directed Brokerage Window which will allow you to invest in the open market. If you do not direct your contributions, then your accounts will be invested in accordance with the default investment

alternative established under the Plan, currently the American Funds Target Date Retirement Fund corresponding to your assumed retirement age of 65 years of age. The Plan is currently held with Empower Retirement.

You are always vested in your 4% contribution, however, after three full years of working at the District you will be fully vested in the Plan and will retain 100% of the contributions made to your account. You may receive distributions of your vested portion of the Plan once you reach the age 59 1/2 or separate employment from the District. If you leave the District before your vesting date you will forfeit your 12% contributions and the funds will return to the District.

## **5.2 Tuition Reimbursement Policy**

The District recognizes that the skills and knowledge of its employees are critical to the success of the organization. This tuition reimbursement policy encourages personal development through formal education so that employees can improve job-related skills or enhance their ability to compete for reasonably attainable jobs within the District.

This policy applies to all Regular Full-Time District employees. To maintain eligibility employees must remain on the active payroll and be performing their job satisfactorily through completion of each course.

Individual course or courses that are part of a degree, licensing, or certification program must be related to the employee's current job duties or a foreseeable-future position in the organization in order to be eligible for educational assistance. The District determines whether a course relates to an employee's current job duties or a foreseeable-future position. Employees should contact their Division Director for more information or questions about educational assistance.

While educational assistance is expected to enhance employee's performance and professional abilities, the District does not guarantee that participation in education and training will entitle the employee to automatic advancement, a different job assignment, greater benefits or pay increases.

The District will reimburse for technical training that is directly related to the employee's job as approved by his/her immediate Division Director (i.e. F.W.P.C.O.A. courses, California courses, computer courses, etc.). Training provided by equipment vendors and seminars that are job related will be paid for and/or reimbursed by the District.

Reimbursement for college courses will be made using the following criteria:

- Prior approval of the course must be obtained from the employee's supervisor, with an application for Educational Reimbursement Form pre-approved ([Education Reimbursement forms](#)).
- A passing grade of 'C' or better must be obtained. (Copy to be submitted within 30 days of receipt).
- Approved courses will be reimbursed in the same twelve-month period the courses are taken. Up to \$5,250 (or current IRS guidelines) can be used for education tax free, anything over the IRS limit will be taxed as compensation to the employee.
- No Lab reimbursement.

Employee's work schedule and hours must be maintained by the employee without interference from the course of studies. In the event a course of study interferes with the employee's work schedule, the District will not reimburse the employee, thus each employee must schedule their course of studies, required reading, homework, field work, reports, and testing accordingly.

The cost of books will be reimbursed at 50% of their cost (receipt required). Parking Permits, lab fees, supplies, mileage, and other expenses are not subject to reimbursement. No reimbursement is provided if covered by Bright Futures, Florida Prepaid or a 527 plan is also used. NOTE: the reimbursement is subject to IRS limitation, and could subject the employee to Federal Income Tax on the reimbursement.

## **6 ON THE JOB**

### **6.1 Access to Personnel Files**

The District maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals, salary increases, and other employment records.

Personnel files are public records and are open to inspection by anyone who desires access to these files. The District will follow the guidelines established in [Florida Statue 119](#), also known as the Public Records Law. Social security numbers and any other protected information will be redacted in accordance to the before mentioned law.

Medical Records are exempt from public records, and maintained confidential and are never subject to disclosure, unless specifically required by law.

Employees who wish to review their own file should contact Human Resources. With reasonable advance notice, employees may review and copy their own personnel files in the District's offices and in the presence of an individual appointed by the District to maintain the files. Confidential information about other employees that may also be in a personnel file of an employee may be removed and/or redacted prior to and/or during review by the employee.

### **6.2 Personnel Records Update**

To keep necessary District records up-to-date, it is extremely important that you notify Human Resources of any changes in:

- Name and/or marital status
- Address and/or telephone number(s) and/or email address
- # of eligible dependents
- W-4 deductions
- Person(s) to contact in case of emergency
- Such other information reasonably required for the District to maintain accurate personnel records.

Where required, appropriate documentation must be provided to effectuate the change.

### **6.3 Attendance, Punctuality and Dependability**

Punctual and regular attendance is an essential responsibility of each employee at the District. Any tardiness or absence causes problems for fellow employees and supervisors. When an employee is absent, others must perform the work, which diminishes the efficient and effective functioning of the District. Employees are required to report to work as scheduled, on time and prepared to start work. Employees also are expected to remain at work for their entire work schedule.

Late arrival, early departure, or other absences from scheduled hours are disruptive and must be avoided. The purpose of this policy is to promote the efficient operation of the District and minimize unscheduled absences. Any employee who fails to report to work without notification to his or her supervisor for a period of three (3) days or more will be considered to have voluntarily terminated their employment relationship.

### 6.3.A.1. Types of Absence

**Excused Absence** occurs when all four of the following conditions are met:

- a. The employee provides sufficient notice to his or her supervisor (see section 6.3.B),
- b. The reason is found credible and acceptable by his or her supervisor
- c. Such absence request is approved by his or her supervisor, and
- d. The employee has sufficient accrued time to cover such absence. Employees must take earned time for every absence unless otherwise allowed by the District's policy (e.g. Leave of Absence policy, Bereavement policy, Jury Duty, etc.). The District uses a rolling calendar year when determining an excessive amount of unexcused absences.

No District employee may be absent more than three consecutive days from work unless those absences are an Excused Absence. Reasons for granting Excused Absences shall be, but are not limited to the following:

- e. Illness or injury of an employee;
- f. Illness, injury or death of a member of the employee's family;
- g. Court order, subpoena, or business with a court;
- h. Unavoidable travel delays or cancellations;
- i. Any conflict or extraordinary circumstance or event approved by the Executive Director;

Employees, who have in excess of three consecutive days of Excused Absences because of illness or injury, must provide the District proof of physician's care. The employee will be given FMLA paperwork to complete to see if the injury or illness qualifies for job protected leave of absence. If an illness or injury prevents an employee from performing their regularly scheduled duties, a physician's statement must be provided verifying

- a) The nature of the illness or injury;
- b) If and when the employee will be able to return to work, if applicable.
- c) Whether the employee is capable of performing their regularly scheduled duties, and if not, what duties the employee is capable of performing.

Once a physician has determined an employee is not capable of performing their regularly scheduled duties, the employee must verbally or write a request for accommodation. The accommodation request will be submitted to the employee's Division Director or Human Resources. The District will evaluate the request and notify the employee of the decision within five business days. Please refer to [Section 1.4. A](#), for the District policy on Requesting Accommodation.

**Unexcused Absence** is an absence for any other reason than those stated above. If an employee has an unexcused absence for three consecutive days, the employee will be considered as having voluntarily resigned as a result of job abandonment. Job abandonment occurs after three consecutive days of not reporting or notifying your immediate supervisor, Division Director, or Human Resources. The District may attempt to contact the employee by phone and e-mail after two days of unexcused absence. A District employee is allowed to have a maximum of 24 hours of unexcused absence in a rolling calendar year. If the employee exceeds the 24 hours of unexcused absence may lead to discipline up to and including termination.

An otherwise Excused Absence is not excused if the employee fails to notify the District of the impending absence up to one hour after the start of their regular work schedule at which the absence



will occur. This failure to notify the District office of the reason for the absence will be counted as unexcused.

#### **6.3.A.2. Sufficient Notice**

To be considered an Excused Absence as defined in (6.3.A), sufficient notice must be given to the supervisor. "Sufficient Notice" is:

- (1) For a scheduled absence of eight hours or more, employees must give a notice of one week (seven days).
- (2) For a scheduled absence of less than eight hours, employees must give a notice of two working days.
- (3) For an emergency absence occurring a) at the beginning of the employee's shift, employees must notify their supervisor within one hour after the beginning of their shift and b) during the employee's shift, employees must notify their supervisor prior to leaving the premises.
- (4) Your supervisor must approve any exceptions to this provision or any conflicts in scheduling.

Exempt Employees requiring vacation, sick or personal time must submit time on the time and attendance system to either their immediate Division Director or the Executive Director (whichever is applicable) if the required time off is for a full day (i.e., eight hours) or more. Exempt employees are not required to submit a notice for periods less than a full day.

#### **6.3.A.3. Tardiness**

You are expected to report to work on time. If you can't report to work as scheduled, you must notify your Supervisor no later than 1 hour after your regular starting time. This notification does not excuse the tardiness but simply notifies your Supervisor that a schedule change may be necessary.

- (1) First Instance-Verbal Warning
- (2) Second & All Future Instances totaling Fewer Than 24 hours-Written Warning
- (3) At 24 Hours of Accumulated Unexcused Absences- employee may be subject to termination

### **6.4 Drug Testing**

The District is committed to providing a safe, efficient, and productive work environment for all employees. Using or being under the influence of drugs or alcohol on the job may pose serious safety and health risks. To help ensure a safe and healthful working environment, job applicants will be asked to provide body substance samples (such as urine, blood and/or hair) to determine the illicit or illegal use of drugs and alcohol. See separate [District Commercial Motor Vehicle Driver Controlled Substance and Alcohol use and Testing Policy](#) for specifics.

#### **6.4.A Reasonable Suspicion**

Reasonable suspicion drug and alcohol testing must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee. The observations may include indications of the chronic and withdrawal effects of controlled substances. Alcohol testing is authorized only if the observations are made during, just preceding, or just after the work period. The alcohol breathalyzer test must be performed within the same time frame as outlined in post-accident situations.

#### **6.4.B Post-Accident**

A driver must submit to a post-accident drug and alcohol breathalyzer test when one or more of the criteria occur following a vehicle accident (The criteria applicable to this section can be found under forms). The post-accident drug test must be performed within 32 hours of the accident. The post-accident alcohol breath test should be performed within 2 hours of the accident but not to exceed 8 hours. For more information, see separate District Commercial Motor Vehicle Driver Controlled Substance and Alcohol use and Testing Policy.

#### **6.4.C Drug & Alcohol Abuse**

Manufacturing, distribution, dispensation, possession, or use of any illegal drug, alcohol, or controlled substance while on the District's premises is strictly prohibited. These activities constitute serious violations of the District rules, jeopardize the District, and can create situations that are unsafe or that substantially interfere with job performance. Employees in violation of the policy are subject to appropriate disciplinary action, up to and including dismissal. See separate District Commercial Motor Vehicle Driver Controlled Substance and Alcohol use and Testing Policy for employees that utilize a CDL for District purposes.

### **6.5 Anti-Nepotism Policy**

The District wants to ensure that nepotism does not create inappropriate situations in our work place, i.e., conflicts of interest or favoritism. Members of an employee's immediate family will be considered for employment on the basis of their qualifications. Immediate family may not be hired, however, if the new employee would likely:

- (1) create a supervisor/subordinate relationship with a family member;
- (2) have the potential for creating an adverse impact on work performance; or
- (3) create either an actual conflict of interest or the appearance of a conflict of interest.

This policy must also be considered when assigning, transferring, or promoting an employee. For the purpose of this policy, immediate family includes: husband, wife, domestic partner, father, mother, father-in-law, mother-in-law, grandfather, grandmother, son, son-in-law, daughter, daughter-in-law, uncle, aunt, nephew, niece, brother, brother-in-law, sister, sister-in-law, step parents, step children, half-siblings, and cousins. This policy also applies to romantic relationships.

Employees who become immediate family members or establish a romantic relationship may continue employment as long as it does not involve conditions (1), (2) or (3) above. If one of the conditions outlined should occur, attempts will be made to find a suitable position within the District to which one of the employees will transfer. If accommodations of this nature are not feasible, the employees will be permitted to determine which of them will resign. If the employees cannot make a decision within three business days, the District will decide which employee will remain employed and which employee will be terminated.

### **6.6 Romantic or Sexual Relationships**

Consenting 'romantic' or sexual relationships between a supervisor and subordinate or co-workers may at some point lead to unhappy complications and significant difficulties for all concerned – the employee(s), the supervisor, and the District. Any such relationship may, therefore, be contrary to the best interests of the District.

Accordingly, the District strongly discourages such relationships and any conduct (such as: dating between a supervisor and a subordinate or co-workers) that is designed or may reasonably be expected to lead to the formation of a 'romantic' or sexual relationship.

By its discouragement of romantic and sexual relationships, the District does not intend to inhibit the social interaction (such as lunches or dinners or attendance at entertainment events) that are or should be an important part or extension of the working environment; and the policy articulated above is not to be relied upon as justification or excuse for a supervisor's refusal to engage in such social interaction with employees.

If a romantic or sexual relationship should develop, it shall be the responsibility and mandatory obligation of the supervisor and/or employee to promptly disclose the existence of the relationship to Human Resources.

The District recognizes the potential ambiguity of and the variety of meanings that can be given to the term 'romantic'. It is strongly encouraged, however, that either or both of the parties to such a relationship will appreciate the meaning of the term as it applies to either or both of them and will act in a manner consistent with this policy.

The supervisor shall inform the District's Executive Director, Human Resources, and others with a need-to-know of the existence of the relationship, including in all cases the person responsible for the employee's work assignments.

Upon being informed or learning of the existence of such a relationship, the District may take all steps that it deems appropriate. At a minimum, the employee and supervisor will not thereafter be permitted to work together on the same matters if a transfer is available (including matters pending at the time disclosure of the relationship is made), and the supervisor must withdraw from participations in activities or decisions (including, but not limited to, hiring, evaluations, promotions, compensation, work assignments and discipline) that may reward or disadvantage any employee with whom the supervisor has or has had such a relationship.

In addition, and in order for the District to deal effectively with any potentially adverse consequences such a relationship may have for the working environment, any person who believes that he or she has been adversely affected by such a relationship, notwithstanding its disclosure, is encouraged to make his or her views about the matter known to the Executive Director or Human Resources.

This policy shall apply without regard to gender and without regard to the sexual orientation of the participants in a relationship of the kind described.

## **6.7 Violence in the Workplace**

The District strongly believes that all employees should be treated with dignity and respect. Acts of violence will not be tolerated. Calling 911 should not be delayed for misconduct involving bodily harm or the imminent threat of bodily harm to a victim. Any instances of violence or threats of violence must be reported to the employee's supervisor and/or Human Resources. All complaints will be fully investigated. The District will promptly respond to any incident or suggestion of violence. Violation of this policy will result in disciplinary action, up to and including immediate discharge.

## **6.8 Accidents and Emergencies**

Maintaining a safe work environment requires the continuous cooperation of all employees. The District strongly encourages employees to communicate with fellow employees and their supervisor regarding safety issues. All employees will be provided care, first-aid and emergency service, as required, for injuries or illnesses while on District premises. Employees should contact their supervisor, the nearest supervisor,

and/or call 911 in the event of an accident or emergency. Employees should call 911 first in the event of an accident or emergency involving a member of the general public, so as not to delay the involvement of a trained first responder.

If an employee is injured on the job, the District provides coverage and protection in accordance with the Workers' Compensation Law. When an injury is sustained while at work, it must be reported immediately to the employee's supervisor, who in turn will notify Human Resources and/or Safety Training & Compliance Officer. See Safety and Compliance Officer for further information, and also refer to [4.11.A Reporting an Accident](#) for reference to policy.

Failure to report accidents is a serious matter as it may preclude an employee's coverage under Workers' Compensation Insurance.

## **6.9 Open Door Policy**

The District promotes an atmosphere whereby employees can talk freely with members of the management staff. Employees are encouraged to openly discuss with their supervisor any problems so appropriate action may be taken. If the supervisor cannot be of assistance, Human Resources, the employee's Division Director and/or the Executive Director are available for consultation and guidance. The District is interested in all of our employees' success and job satisfaction with the District. The District welcomes the opportunity to help employees whenever feasible.

## **6.10 Solicitations, Distributions, and Use of Bulletin Boards**

Employees may not solicit any other employee during working time, nor may employees distribute literature in work areas at any time without prior consent. Persons not employed by the District may not solicit the District employees during the employees' active work time for any purposes on the District premises.

### **6.10.A Bulletin Boards [and Districtwide emails](#)**

Bulletin boards [and Districtwide emails](#) are maintained by the District are to be used only for posting or distributing material of the following nature:

- Notices containing matters directly concerning District business;
- Announcements of a business nature which are equally applicable and of interest to employees, as determined in the sole discretion of the District.

All posted material must have authorization from the supervisor. All employees are expected to check these bulletin boards periodically for new and/or updated information and to follow the rules set forth in all posted notices.

## **6.11 E-mail and Internet Policy**

Every District employee is responsible for using the electronic mail, including texting, instant messaging, and other means of electronic communications (collectively referred to herein as "E-mail") system properly and in accordance with this policy. Any questions about this policy should be addressed to Information Services.

The E-mail system is the property of the District. It has been provided by the District for use in conducting company business. All communications and information transmitted by, received from, or stored in this system are company records and property of the District. The E-mail system is to be used for District purposes only. Use of the E-mail system for personal purposes during the employees' active work time is

prohibited. Employees have no right of personal privacy in any matter stored in, created, received, or sent over the District E-mail system.

The District as owner of the E-mail system, reserves and may exercise the right to monitor, access, retrieve, and delete (subject to public records laws) any matter stored in, created, received, or sent over the E-mail system, for any reason and without prior notice or the permission of any employee. By using these systems, employees waive any and all privileges with respect to any and all information, communications, files and records transmitted through and residing on these systems.

Even if employees use a password to access the E-mail system, the confidentiality of any message stored in, created, received, or sent from the District's E-mail system still cannot be assured. Use of passwords or other security measures does not in any way diminish the District's rights to access materials on its system or create any privacy rights of employees in the messages and files on the system. Any password used by employees must be disclosed to the District as E-mail files may need to be accessed by the District in an employee's absence.

Employees should be aware that deletion of any E-mail messages or files will not truly eliminate the messages from the system and may violate public records laws. All E-mail messages are stored on a central back-up system in the normal course of data management.

Even though the District has the right to retrieve and read any E-mail messages, those messages should still be treated as confidential by other employees and accessed only by the intended recipient. Employees are not authorized to retrieve or read any E-mail messages that are not sent to them. Any exception to this policy must receive the prior approval of the District management.

The District's policies against sexual or other harassment apply fully to the E-mail system, and any violation of those policies is grounds for discipline, including termination. Therefore, no E-mail messages should be created, sent, or solicited if they contain intimidating, hostile, or offensive material concerning race, color, religion, sex, age, national origin, disability or any other classification protected by law, or contain material in violation of the District's personnel procedures.

The E-mail system may not be used to solicit for religious or political causes, commercial enterprises, outside organizations, or other non-job-related solicitations.

The E-mail system shall not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, confidential public records, or similar materials without prior authorization from the District management. Employees, if uncertain about whether certain information is copyrighted, proprietary, confidential public records, or otherwise inappropriate for transfer, should resolve all doubts in favor of not transferring the information and consult District management.

Since District E-mails and computer files are public records, they should not be deleted or destroyed without authorization from employee's supervisor that said E-mails and/or computer files are backed up and preserved elsewhere by the District as public records. These deletions will help keep the system running smoothly and effectively, as well as minimize maintenance costs.

Any employee who discovers misuse of the E-mail system should immediately contact his/her supervisor. Violations of the District E-mail policy may result in disciplinary action, including termination. The District reserves the right to modify this E-mail policy at any time, with or without notice.

### **6.11.A Internet Use Policy**

#### **Employee's use of the Internet is governed by this policy and the E-mail Policy**

Certain employees may be provided access to the Internet to assist them in performing their jobs. The Internet can be a valuable source of information and research. In addition, E-mail can provide excellent means of communicating with other employees, our customers and clients, outside

vendors, and other businesses. Use of the Internet, however, must be tempered with common sense and good judgment.

If an employee abuses their privilege to use the Internet, it will be taken away from that employee. In addition, that employee may be subject to disciplinary action, including possible termination, and civil and criminal liability.

The District is not responsible for material viewed or downloaded by users from the Internet. The Internet is a worldwide network of computers that contains more than a trillion pages of information. Users are cautioned that many of these pages include offensive, sexually explicit, and inappropriate material. In general, it is difficult to avoid at least some contact with this material while using the Internet. Even innocuous search requests may lead to sites with highly offensive content. In addition, having an E-mail address on the Internet may lead to receipt of unsolicited E-mail containing offensive content. Users accessing the Internet do so at their own risk.

Employees shall have no expectation of privacy in using the Internet, and the District has the right to monitor computer usage and block inappropriate content. This Internet policy may be amended or revised from time to time as the need arises. Violations of this policy will be taken seriously and may result in disciplinary action, including possible termination, and civil and criminal liability.

Use of the Internet via the District's computer system constitutes consent by the user to all of the terms and conditions of this policy.

## **6.12 Employer Information and Property**

Protection of District business information, property and all other District assets are vital to the interests and success of the District. No District related information or property, including without limitation, documents, files, records, computer files, equipment, office supplies or similar materials (except in the ordinary course of performing duties on behalf of the District) may, therefore, be removed from the District's premises.

In addition, when an employee leaves the District, the employee must return to the District all of the District's related information and property that the employee has in employee's possession, including without limitation, documents, files, records, manuals, information stored on a personal computer or on a computer disc, supplies, and equipment or office supplies.

Violation of this policy is a serious offense and will result in appropriate disciplinary action, up to and including discharge.

### **6.12.A Cell Phones**

The District supplies a cell phone to numerous employees, because a District issued cell phone is a critical tool in today's workplace. Employees are encouraged to exercise caution to use their cell phone, like all tools, appropriately. To place a call or receive a call, you MUST pull off the road (when you safely can). Text messaging and similar acts of intricately engaging a cell phone (e.g., posting to social media) while driving is dangerous and strictly prohibited. The employee's first responsibility is to drive safely. Special care should be taken in adverse driving conditions including hazardous weather and heavy traffic situations. When an employee stops to make a call they should take extra precaution, as parked callers may become victims of accidents or theft. District issued phones are the property of the District and should only be used for District business.



### **6.12.B Voice Mail Policy**

The Voice Mail System is the property of the District. It has been provided by the District for use in conducting company business. Employees should use a professional and courteous greeting on their Voice Mail boxes so as to properly represent the District to outside callers.

All District phones should have the appropriate message: “You have reached “Your Name” ‘your job title’ with the Loxahatchee River District. I am unable to answer your call at this time, but if you leave your name and number I will get back to you as soon possible. Thank you!”

### **6.12.C Use of District Equipment**

The District provides supplies, uniforms, equipment, automobiles and materials necessary for each employee to perform their job. These items are to be used solely for District’s purposes. Employees are expected to exercise care in the use of District equipment and property and use such property only for authorized purposes. Loss, damages or theft of District property should be reported at once. Negligence in the care and use of District property or theft may be considered grounds for discipline, up to and including termination. Upon termination of employment, the employee must return all District property, uniforms, equipment, work product and documents in employee’s possession or control.

#### **6.12.C.1. Use of Company Vehicles**

Only employees with an unrestricted, current Florida driver’s license may operate the District vehicles or other vehicles used to conduct District business. District vehicles may only be used for authorized District business. Any employee operating a District vehicle must do so in a safe manner.

Any employee operating a District vehicle under the influence of drugs or alcohol or in an unsafe or negligent manner is subject to immediate termination. The District has the right to search any District vehicle at any time. Therefore, employees have no reasonable expectation of privacy with respect to District vehicles.

##### **6.12.C.1.1. District Vehicle GPS System**

District vehicles are also equipped with Fleet Tracking and GPS systems to monitor location, speed, and inertia. The District utilizes this technology for employee safety, coordination efficiency, loss prevention, liability protection, and asset location.

Tampering with any Fleet Tracking or GPS system in a District Vehicle or asset is prohibited and may subject employees to disciplinary action up to and including termination.

A Driver’s Evaluation Form will be used as many times a year as the District deems necessary to ensure that all drivers and potential drivers of District vehicles and equipment possess a valid State of Florida driver’s license applicable to their position and maintain a driving record which meets or exceeds minimum District driving standards.

- Dismissal, demotion and/or suspension can occur if the employee is found to have an unauthorized person(s) riding in a District vehicle.
- The District mandates employees comply with the State Law regarding the use of Seat Belts when in a District vehicle.
- The District wants the employee to think ‘safety first’, and only use their cell phones when pulled off the road. Text messaging and similar acts of intricately engaging any cell phone

(e.g., posting to social media) while driving is dangerous and strictly prohibited while driving District vehicles.

### **~~6.12.C.2. Vehicle Repair and Preventative Maintenance~~**

~~The following procedure will ensure proper documentation and timely repair of District vehicles:~~

- ~~(1) When the vehicle has a problem, fill out a (work order request form) identifying the problem and forward the request to the Operations Division for a work order to be generated. A work order and purchase order will be issued to correct the problem.~~
- ~~(2) The work will be scheduled to be completed by the appropriate subcontractor.~~
- ~~(3) Upon work completion, forward the subcontractor receipt to the Purchasing Agent and the completed work order to Operations.~~

~~Preventative maintenance schedules for District vehicles are automatically identified by the computer software program. Work orders generated by the program are forwarded to the appropriate supervisor or employee responsible for the vehicle. The work order will identify the task to be performed. The supervisor, employee and Purchasing Agent may coordinate the work with the appropriate subcontractor to have the task completed.~~

- ~~(1) Preventative maintenance is identified and completed on the weekly vehicle checklist. Completing this form by recording mileage or hours and documenting all maintenance tasks performed will allow the computer to automatically generate oil change work orders every 3,000 miles or every 40 hours for diesel engines.~~
- ~~(2) Turn in weekly checklists on the last Monday of each month for timely input into the computer.~~

~~The following procedure will ensure the reliability and timely repair of District vehicles:~~

- ~~— When a vehicle has a minor problem that does not affect the operation of the vehicle, add a note on the vehicle weekly checklist or have the assigned vehicle operator do so. The Vehicle Manager will review the checklist and schedule the repair at the appropriate time.~~
- ~~— When a vehicle has a major problem affecting the functionality and/or a safety component or feature of the vehicle, contact the Vehicle Manager directly via a phone call or text. If you cannot reach the Vehicle Manager, an email shall be sent to the Vehicle Manager detailing the problem with the vehicle. A new work order should be created in the District's computerized maintenance management system (CMMS), InforEAM, with an explanation of the problem in the "Comments" section of the work order. (If you do not know how to create a work order, contact IT for assistance.)~~
- ~~— The Vehicle Manager will review the issue with the vehicle and, if necessary, schedule the repair to be completed by the appropriate vendor.~~
- ~~— If available, the Vehicle Manager will assign the employee a temporary vehicle for use during the repair of their assigned vehicle.~~
- ~~— Upon completion of the repair, the vehicle will be returned to its normally assigned operator, and the invoice for the repair will be processed for payment by the Vehicle Manger.~~

~~Preventative maintenance (PM) schedules for District vehicles are automatically generated and assigned to Staff through InforEAM. Weekly and monthly vehicle work orders are scheduled and completed by Staff within each department. The assigned vehicle operators complete the weekly and monthly PMs. All other preventative maintenance work orders generated by the program are forwarded to the Vehicle Manger. The work order will identify the tasks to be performed. The Vehicle Manger will coordinate the work with the appropriate vendor(s) to have the task completed.~~

- ~~— It is critical for each assigned vehicle operator to enter the vehicle mileage, engine hours, and engine idle hours each week. This data is required so that work orders can be automatically generated through InforEAM every 5,000 miles or at other appropriate interval(s). Additionally, the weekly vehicle checklist provides the Vehicle Manager with information about upcoming maintenance and/or minor repairs required. This will ensure that the Vehicle Manager can schedule, coordinate, and complete the required repairs with the least impact on Staff work.~~
- ~~— The weekly vehicle inspection work order and checklist should be completed on the same day of the week if possible.~~

#### ~~6.12.C.3.~~ 6.12.C.2. Telephone Use

Because a large percentage of our business is conducted over the phone, it is essential to project a professional telephone manner at all times. Although the District realizes that there are times when an employee may need to use the telephone for personal reasons, it is expected that good judgment will be used in limiting the length and frequency of such calls. Additionally, no long-distance personal calls may be made on District phones.

#### ~~6.12.C.4.~~ 6.12.C.3. Postage Machine

There is restricted use of the District's postage machine. Employees that need postage are required to reimburse the District for any postage resulting from their personal use.

#### ~~6.12.C.5.~~ 6.12.C.4. Mail

Every effort will be made to follow Postal Service Laws regarding personal mail being delivered to the District office. However, employees should endeavor to ensure personal mail is directed to their home or another non-work address.

### 6.12.D Internal Investigations and Searches

From time to time, the District may conduct internal investigations pertaining to security, auditing or work-related matters. Employees are required to cooperate fully with and assist in these investigations if requested to do so. In turn, the District will make a reasonable effort to conduct workplace monitoring in an ethical and respectful manner. Employees should be mindful that wherever necessary, in the District's discretion, work areas and personal belongings may be subject

to search without notice. Examples include: desks, lockers, file cabinets, handbags and briefcases. Employees should not bring items to work that might cause embarrassment or lead to disciplinary action if discovered.

#### **6.12.E Security**

The District wishes to maintain a work environment that is free of illegal drugs, controlled substances, alcohol, firearms (in accordance with applicable law), explosives, other improper materials, credit card fraud, and computer piracy. To this end, the District prohibits the possession, transfer, sale, or use of such materials on or off its premises, with the exception of controlled substances in the dosage amount prescribed by a doctor that are medically necessary to dose during employee's time at work that do not impair the employee's job duties. Controlled substances that do not meet the above conditions shall not be brought to work. The District requires the cooperation of all employees in administering this policy.

Desks, lockers, computers, cell phones, lap tops and other storage devices may be provided for the convenience of employees but remain the sole property of the District. Accordingly, they, as well as any articles found within them, can be inspected by any agent or representative of the District at any time, either with or without prior notice.

The District likewise wishes to discourage theft, fraud or unauthorized possession of the property of employees, the District, visitors, and customers. To facilitate enforcement of this policy, the District or its representative may inspect not only desks, computers, cell phones, lap tops and lockers but also persons entering and/or leaving the premises and any packages or other belongings. Any employee who wishes to avoid inspection of any articles or materials should not bring such items onto the District's premises.

#### **6.12.F Smoke Free Workplace**

All individuals are prohibited from smoking [or vaping](#) in any enclosed indoor workplace at the District in accordance with Florida law.

"Simulated Smoking Device" includes, but is not limited to, electronic cigarettes, electronic pipes, or other devices intended to resemble or having the appearance of a cigarette, cigar, pipe or other tobacco product.

"Smoking" means inhaling, exhaling, burning, carrying, or possessing any lighted tobacco product, including cigarettes, cigars, pipe tobacco, simulated smoking devices, and any other lighted tobacco product.

["Vape" or "vaping" means to inhale or exhale vapor produced by a vapor-generating electronic device or to possess a vapor-generating electronic device while that device is actively employing an electronic, a chemical, or a mechanical means designed to produce vapor or aerosol from a nicotine product or any other substance.](#)

"Tobacco products" include, but are not limited to, cigarettes, cigars, chewing tobacco and pipe smoking.

"Enclosed indoor workplaces" include any place that is predominantly or totally bounded on all sides and above by physical barriers. Predominately generally refers to coverage of more than 50%.

Employees are prohibited from smoking [or vaping](#) during their active work time regardless of the location. Employees unsure of the designated outdoor location provided for smoking during breaks and non- work time should consult their supervisor.

Employees who witness individuals smoking or vaping in an enclosed indoor workplace must request the individual immediately extinguish the item~~smoking device~~. If the employee is not comfortable confronting another employee or a citizen about the violation, he or she should immediately seek assistance from his or her supervisor or any member of management if the supervisor is unavailable.

To ensure a professional appearance, employees are also prohibited from smoking or vaping on District property while on paid time, except in designated areas. Smoking and vaping is further prohibited in all District vehicles.

Employees who violate this policy may be subject to disciplinary action up to, and including, immediate termination.

#### **612F1. Quit Smoking Assistance Program**

To assist with the Smoke Free Workplace policy, the Loxahatchee River District is willing to support an employee who wants to give up smoking. The program that the District has put together is a one-time offer with reimbursement incentives available for the first 3 months of treatment.

To enter into this program, you will need to:

- (1) Notify Human Resources of your interest.
- (2) Then, whether you choose the nicotine gum or patch, the District will reimburse you 50%, (upon submittal of your receipt).

#### **6.12.G Safety**

To assist in providing a safe and healthful work environment for employees, customers, and visitors, the District has established a workplace safety program. The Safety Training & Compliance Officer has responsibility for implementing, administering, monitoring, and evaluating the safety program. Its success depends on the alertness and personal commitment of all.

The District provides information to employees about workplace safety and health issues through regular internal communication channels such as operations meetings, bulletin board postings, memos, or other written communications. A safety team has been established to assist in these activities and to facilitate effective communication between employees and management about workplace safety and health issues.

Employees and supervisors receive periodic workplace safety training. The training covers potential safety and health hazards and safe work practices and procedures to eliminate or minimize hazards. Some of the best safety improvement ideas come from employees. Those with ideas, concerns, or suggestions for improved safety in the workplace are encouraged to raise them with the Safety Training & Compliance Officer, their supervisor or the Division Director. Reports and concerns about workplace safety issues may be made anonymously to the Safety Training & Compliance Officer and/or the Executive Director if the employee wishes. All reports can be made without fear of retaliation.

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report unsafe conditions to the Safety Training & Compliance Officer. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action, up to and including termination of employment.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify the Safety Training & Compliance Officer or their supervisor or Division Director. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.



#### **6.12.G.1. Safety Shoe Reimbursement**

- The shoe must be labeled with ASTM standards confirming safety toe requirements for impact and compression. For the Lab only, a closed toed, leather Deck shoe will also be accepted.
- The shoe must be presented to the Safety Training & Compliance Officer to verify compliance and obtain reimbursement authorization.
- A receipt and reimbursement authorization must be provided to the District Purchasing Agent for the reimbursement of the cost of the shoe up to a maximum limit of \$150.00 per fiscal year. The District does not reimburse tax or freight charges.
- Static Dissipative (SD) footwear must not be worn by any employee working with or in close proximity to electricity.

#### **6.12.G.2. Prescription Safety Glasses Reimbursement**

- The prescription safety glasses must be labeled with Z87.1 ANSI standards confirming safety glasses requirements for impact and resistant.
- The prescription safety glasses must be presented to the Safety Training & Compliance Officer to verify compliance and obtain reimbursement authorization.
- A receipt and reimbursement authorization must be provided to the District Purchasing Agent for the reimbursement of the cost of the glasses up to a maximum limit of \$150.00 per fiscal year. The District does not reimburse tax or freight charges.

#### **6.12.G.3. Shot Program**

- If an employee has been put at risk or exposed to Hepatitis A or B, or tetanus, the District will pay for your shots. Scheduling of the shots must be done through the District's Safety Officer. In case of follow-up shots are required, the Safety Officer will provide you a reminder.

#### **6.12.H Visitors in the Workplace**

Only authorized visitors are allowed in District workplaces. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances. All visitors shall comply with the District's Safety Policies and rules of conduct (e.g., treat others with civility). All visitors shall enter the District at reception areas. Authorized visitors will receive directions or be escorted to their destination. Employees are responsible for the conduct and safety of their visitors.

**Access:** For additional security, the District's Admin gate will be locked during non-business hours (before 7:30 am and after 5:15 p.m. on weekdays, weekends and holidays). District employees should use their identification badges to obtain access to the District during these times. Safety Cameras have been installed at the two main gates. They record your comings and goings by visually recording your face and license plate.

**Unauthorized Access:** When an unidentified person is found on District property, the procedure will be to gather a description of the individual(s) and mode of transportation, if applicable. This information is to be called into the Palm Beach County Sheriff's Office (PBSO) via 911 or the North County Dispatch of PBSO at 561-688-3000. If you, the identifying employee, deem the individual(s) as no threat, you are to approach and, so long as the approach does not place you in danger, ask for identification (i.e., driver's license, identification card) and annotate the information on an incident

report to be distributed through your chain of supervision. When you approach an unknown individual:

- (1) Maintain a safe distance of at least three steps (10 feet) between yourself and the person you are addressing.
- (2) Be persistent in your questioning.
- (3) Do not be easily dismissed. An intruder may give you a brief explanation and just keep on going. (For example: “Sir, may I help you?” “No thanks, I’m fine.”)

It is important to be alert for the following suspicious behaviors;

- Nervous behavior, evasive attitudes, or undue concern with privacy by guests or visitors.
- Attempts to gain access to restricted areas.
- Individuals taking notes, pictures, or videos of facility.
- Unattended or suspicious vehicles. Abandoned vehicles may be used to hide suspicious or stolen items
- Changes in vehicle patterns. Common vehicles such as mail trucks, delivery trucks, buses, or taxis may be suspicious during certain times of day – for example, a second mail delivery, an idle delivery truck, a bus on a different route, or a taxi circling the building numerous times.

#### **6.12.H.1. Children in the Workplace**

Due to the nature of the District’s business and the very real potential for harm, no District employee shall bring their children onsite during or after normal work hours. Any emergency circumstances need prior approval from the Executive Director.

#### **6.12.I Weapons in the Workplace**

The District complies with [Florida Statute 790.251](#) in regards to weapons and firearms in the workplace. Employees may not, at any time while on any property owned, leased or controlled by the District, including anywhere that the District’s business is conducted, such as consultant’s locations, trade shows, restaurants, District event venues, and so forth, possess or use any type of weapon not approved by the Executive Director. Unapproved Weapons include, but are not limited to; guns, swords with blades over twelve inches in length, explosives, and any chemical whose purpose is to cause harm to another person.

Any type of weapon, as defined above must remain locked inside the employee, customer, and/or guest private motor vehicle while on or using District property. Possession of a weapon can be authorized by the District's Executive Director to allow security personnel or a qualified/trained employee to have a weapon on District property, when this possession is deemed acceptable and/or an improvement to the safety and security of District employees. Only the Executive Director, or his or her designee, may authorize the carrying of or use of a weapon on District property.

Employees who violate this policy will be subject to disciplinary actions, up to and including employment termination.

### 6.12.J Hurricane

Hurricanes are an inevitable part of living in Florida. In the event a hurricane or tropical storm is projected to impact the District's service area, employees should consult the [District's Hurricane Plan](#) and be in close contact with their Supervisor. Upon reaching [EMCON](#) (Emergency Operations Condition) 4, i.e., the emergency period is imminent, all non-essential staff will be relieved of duty. Only District personnel shall remain on District property – no family members or pets are allowed to be on District property. Upon reaching EMCON 5, i.e., immediately following the emergency period, all employees are to contact the supervisor as soon as reasonably possible. Upon reporting for regular duty, expectations and assignments will be provided by your Supervisor, Division Director, or the Executive Director.

### 6.12.K Emergency Closings

At times, emergencies such as severe weather, fires, power failures, threats of terrorism, and etc., can disrupt company operations. In extreme cases, these circumstances may require the closing of a work facility. In the event that such an emergency occurs during non-working hours, a supervisor will notify all employees.

In cases where the Executive Director does not authorize an emergency closing, employees who fail to report for work will not be paid for the time off. Employees in essential operations may be asked to work on a day when operations are officially closed. We encourage all employees to report for duty and return to work as soon as possible.

### 6.13 Recycling

The District supports environmental awareness by encouraging recycling and waste management in its business practices and operating procedures. This support includes a commitment to the purchase, use, and disposal of products and materials in a manner that will best utilize natural resources and minimize any negative impact on our environment.

### 6.14 Personal Appearance

Personal appearance contributes to the image that our customers, visitors, co-workers etc. have of us and it is important that our appearance reflects the culture of the District. The District will supply uniforms as specified in the District's Uniform Procedures.

Without unduly restricting individual tastes, the following personal appearance guidelines should be followed:

- Shoes must provide safe, secure footing, and offer protection against spills and hazards.
- Mustaches and beards must be clean, well-trimmed, and neat. Employees that are respiratory qualified must be able to shave on site to ensure a proper face seal during chlorine cylinder changes or in case of an emergency. Perfume, cologne, and aftershave lotion should be used moderately or avoided altogether, as some individuals may be sensitive to strong fragrances.
- Jewelry should not be functionally restrictive, or dangerous to job performance.
- Facial jewelry, such as eyebrow rings, nose rings, lip rings, and tongue studs, are not professionally appropriate and must not be worn during business hours.

~~Not all clothing is appropriate for the District. This list is not intended to be all inclusive. Examples of inappropriate clothing items that should not be worn on while working at the District~~

- ~~Jeans that are excessively worn, faded or severely torn~~
- ~~Sweatpants~~
- ~~Warm up or jogging suits and pants~~
- ~~Short shorts~~
- ~~Bib overalls~~
- ~~Spandex or other form fitting pants or shorts~~
- ~~Spaghetti strap dresses or shirts, unless worn under a blouse or jacket~~
- ~~Any offensive messages or images on clothing~~
- ~~Tank Tops, unless worn under a blouse or jacket~~
- ~~Halter Tops, unless worn under a blouse or jacket~~
- ~~tops with bare shoulders, unless worn under a blouse or jacket~~
- ~~Visible undergarments~~
- ~~Slippers or flip flops~~
- ~~Costumes (except for Halloween)~~

#### Non-Uniformed Employees

All non-uniformed employees are expected to dress appropriately for their assigned duties and responsibilities. Clothing should be neat, clean and appropriate for the work environment, in alignment with “business casual” defined as a style of clothing that is less formal than traditional business wear but is still intended to give a professional and businesslike impression. District logo polo shirts are encouraged and are available for all non-uniformed employees.

Skirts or dresses shorter than 3- inches above the knees, blouses or dresses considered to be revealing, strapless or spaghetti strapped shirts, or beach-attire flip flops are not allowed during regular working hours.

Employees who report to work inappropriately attired will be asked to leave work to change clothes and will be required to use vacation time to do so.

## **7 TERMINATION OF EMPLOYMENT**

### **7.1 Immediate Dismissals/Misconduct**

The District maintains employment at-will with each of its employees and may separate employment without notice or cause. Notwithstanding, any employee whose conduct, actions or performance violates or conflicts with the District’s policies may be disciplined up to and including being terminated immediately and without warning. You are required to sit down immediately with your Supervisor and Division Director to explain the violation(s) that have occurred. While the District may follow a progressive discipline model, employees may be terminated upon the first offense. The following are some examples of grounds for immediate dismissal of an employee:

- Breach of trust or dishonesty
- Conviction of a drug related felony
- Not reporting when convicted of a felony
- Willful violation of an established policy or rule
- Falsification of District records
- Gross negligence
- Insubordination

- Violation of the Anti-Harassment and/or Equal Employment Opportunity Policies
- Undue and unauthorized absence from duty during regularly scheduled work hours
- Deliberate non-performance of work
- Larceny or unauthorized possession or use of property belonging to any co-worker, visitor, customer of the District, or the District

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- Possession of unauthorized dangerous weapons on District premises (District owned property, buildings or vehicles).
- Unauthorized possession, use of, copying of any records that are the property of the District
- Excessive absenteeism or tardiness
- Marring, defacing or other willful destruction of any supplies, equipment or property of the District or theft of such
- Failure to call or directly contact your supervisor when you will be late or absent from work
- Fighting or serious breach of acceptable behavior
- Violation of the Alcohol or Drug Policy
- Violation of the District's Conflict of Interest/Outside Employment Policy
- Leaving work without authorization during work hours
- Sleeping on duty
- Having unauthorized people riding in a District vehicle
- Falsification of timekeeping records
- Smoking in prohibited areas
- Possession, distribution, sale, transfer, or use of alcohol, controlled substances or illegal drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment
- Prior use, or threatened to use, or attempted to use political influence in securing promotion, leave of absence, transfer, classification change, pay increase, or character of work. Or use of such influence to by-pass District chain of command
- Either during or after hours wearing of your District uniform in an inappropriate place of business
- Unsatisfactory performance
- Unsatisfactory conduct including profane tirade against your supervisor or fellow employee
- Violation of personnel policies
- Unauthorized use of telephones, cell phones, E-mail system, Internet system or other employer-owned equipment
- Sexual or other unlawful or unwelcomed harassment
- Violation of safety or health rules
- Violation of the District's Security Policy
- Illegal/Unethical Behavior on or off District property
- Disrespectful conduct towards a fellow employee, Supervisor, Division Director, Executive Director, or Board Member
- Threatening or engaging in violence in the workplace

This list is intended to be representative of the types of activities that may result in immediate termination of employment. It is not exhaustive and is not intended to be comprehensive and does not change the employment-at-will relationship between the employee and the District.

### **Gross Misconduct**

In the event of dismissal for Gross Misconduct, (Acts of Gross Misconduct are intentional, wanton, willful, deliberate, reckless, or deliberate indifference to an employer's interest, whether on or off District property, whether during or after work hours), all benefits end at the end of the month. COBRA may not be available to anyone dismissed from the District for Gross Misconduct.



## **7.2 Dismissals Other Than Immediate Termination**

All employees are expected to meet the District's standards of work performance. Work performance encompasses many factors, including attendance, punctuality, personal conduct, job proficiency and general compliance with the District's policies and procedures.

If an employee does not meet these standards, the District may, under appropriate circumstances, take corrective action other than immediate dismissal.

The intent of corrective action is to formally document problems while providing the employee with a reasonable time within which to improve performance. The process is designed to encourage development by providing employees with guidance in areas that need improvement, such as poor work performance, attendance problems, personal conduct, general compliance with the District's policies and procedures and/or other disciplinary problems.

## **7.3 Problem Resolution**

The District is committed to providing a collaborative and constructive workplace for its employees. Part of this commitment is encouraging an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response from the District supervisors and management. The District strives to ensure fair and honest treatment of all employees. Supervisors, Division Directors, and employees are expected to treat each other with mutual respect. Employees are encouraged to offer positive and constructive criticism.

If employees disagree with established rules of conduct, policies, or practices, they can express their concern through the problem resolution procedure. No employee will be penalized, formally or informally, for voicing a complaint with the District in a reasonable, business-like manner, or for using the problem resolution procedure.

If a situation occurs where employees believe that a condition of employment or a decision affecting them is unjust or inequitable, they are encouraged to make use of the following Problem Resolution Procedure:

- (1) Employee presents problem to immediate supervisor within 30 calendar days after incident occurs. If supervisor is unavailable or employee believes it would be inappropriate to contact that person, employee may present problem to Human Resources or Executive Director.
- (2) Supervisor responds to problem during discussion within 30 calendar days, after consulting with appropriate management, when necessary. Supervisor documents discussion and decision.
- (3) If necessary, employee presents problem to Executive Director in writing.
- (4) Executive Director reviews and considers problem. Executive Director informs employee of decision within 30 calendar days, and forwards copy of written response to Human Resources for employee's file. The Executive Director has final authority to make adjustments deemed appropriate to resolve the problem.

The employees may discontinue the procedure at any step.

Not every problem can be resolved to everyone's total satisfaction, but only through understanding and discussion of mutual perspectives can employees and management develop confidence in each other. This confidence is important to the operation of an efficient and harmonious work environment, and helps to ensure job performance, safety, security and satisfaction.

## 7.4 Written Warnings

When an employee's workplace performance, including attendance, punctuality, personal conduct, job proficiency and general compliance with the District's policies and procedures, is deemed unsatisfactory, the employee's supervisor or Division Director may discuss the problem and present a written warning to the employee. The warning should clearly identify the problem and outline a course of corrective action within a specific time frame.

The employee should clearly understand both the corrective action and the consequence (i.e., up to and including termination) if the problem is not corrected or reoccurs. The employee should acknowledge receipt of the warning and include any additional comments of his/her own before signing it. A record of the discussion and the employee's comments should be placed in the employee file by Human Resources.

Employees who are on a Performance Improvement plan (PIP) ~~have had formal written warnings~~ are not eligible for salary increases, bonus awards, promotions or transfers during the warning period. Nothing in this policy requires the District to utilize a written warning or other lesser levels of discipline before initiating a termination.

## 7.5 Progressive Discipline

The purpose of this policy is to state the District's position on administering equitable and consistent discipline for unsatisfactory conduct in the workplace. The best disciplinary measure comes from good leadership and fair supervision at all employment levels.

The District's best interest lies in ensuring fair treatment of all employees and in making certain that disciplinary actions are prompt, uniform, and impartial. The major purpose of any disciplinary action is to correct a problem, prevent recurrence, and prepare the employee for competent, safe, secure and satisfactory service in the future.

Although employment with the District is based on mutual consent and both the employee and the District have the right to terminate employment 'at will', with or without cause or advance notice, the District may use progressive discipline in certain circumstances as determined by the District.

Disciplinary action may call for any of four steps – verbal warning, written warning, suspension with or without pay, or termination of employment – depending on the severity of the problem and the number of occurrences. There may be circumstances when one or more steps are bypassed.

Progressive discipline means that, with respect to certain disciplinary problems, these steps may be followed in the District's sole discretion:

- (1) Verbal Warning- Supervisor verbally counsels an employee about an area of concern, and a written record is placed in the employee's file for reference
- (2) Written Warning- Supervisor conducts written warning for employee's behavior that has been considered serious or where verbal warnings have not changed unacceptable behavior. Written warnings are placed in the employee's file
- (3) Performance Improvement plan- Supervisor determines that employee has demonstrated the inability to perform assigned work responsibilities efficiently or a disciplinary situation has not been readily resolved. The Supervisor will set a predetermined amount of time, not to exceed 180 days, the employee will be in a Performance Improvement plan. Within this time period, the supervisor will conduct informal and/or formal meetings with the employee to discuss relative performance, and employee must demonstrate a willingness and ability to meet and maintain the conduct/work outlined by the supervisor. At the End of the performance improvement period the

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supervisor will formally meet with the employee and either close the improvement plan or if established goals are not met employee will be terminated from the District. The improvement period does not alter the at-will nature of employment.

(4) Suspension with or without pay

(5) Termination

The District recognizes that there are certain types of employee problems that are serious enough to justify either a suspension, or, in other situations, termination of employment, without going through any progressive discipline steps.

If more than 1 year has passed since the last disciplinary action, the process will normally start over (if used).

While it is impossible to list every type of behavior that may be deemed a serious offense, the Immediate Dismissal/Misconduct policy includes examples of problems that may result in immediate suspension or termination of employment.

By using progressive discipline in certain circumstances, the District strives to have most employee problems corrected at an early stage, benefiting both the employee and the District.

### **Suspensions:**

Suspensions will fall under two categories 1. As a punishment for violating a work rule; and 2. Time off while an investigation is conducted on an alleged serious violation of company policy. An un-paid suspension will be for violating a work rule where as a paid suspension will be during an on-going investigation period. Suspensions would generally range from 1 to 3 days depending on the severity but may not be limited to 1 to 3 days at the discretion of management.

### **7.6 Resignation**

When an employee decides to leave for any reason, the District would like the opportunity to discuss the resignation before final action is taken. The District may find during this conversation that another alternative may be better. If, however, after full consideration the employee decides to leave, it is requested that the employee provide the District with a written two (2) week advance notice period. Vacation days or sick days may not be included in the two (2) week notice period.

The District will only compensate employees for earned unused vacation and sick time (when applicable) when the employee works throughout the notice period and is not terminated for gross misconduct or cause. If the employee is terminated for gross misconduct or cause, earned unused vacation and sick time will be forfeited. If the employee's supervisor or District management determines it is better for the employee to leave prior to the end of the employee's two (2) week notice, the employee may be paid for the remainder of that period and may be compensated for unused vacation and sick time according to policy.

### **7.7 Dismissals**

Every District employee has the status of 'employee-at-will', meaning that no one has a contractual right, express or implied, to remain in the District employ. The District may terminate an employee's employment, or an employee may terminate his/her employment, with or without cause, and with or without notice, at any time for any reason. No supervisor or other representative of the District (except the Executive Director) has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above.

## **7.8 Employment Termination**

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated:

- (1) Resignation – voluntary employment termination initiated by an employee. Any employee wishing to leave the District in good standing shall file with his/her Division Director at least two (2) weeks before leaving, a written resignation stating the date the resignation shall become effective and the reason for leaving.
- (2) Discharge – involuntary employment termination initiated by the organization.

For example:

- Employee convicted of a felony that makes the employee unfit for the position.
  - Employee failure to pass a random/suspicious drug test including DOT and/or failure to successfully complete the substance abuse program and follow up testing.
- (3) Layoff – involuntary employment termination initiated by the organization for non-disciplinary reasons.
  - (4) Retirement – voluntary employment termination initiated by the employee meeting age and length of service.

Since employment with the District is based on mutual consent, both the employee and the District have the right to terminate employment at will, with or without cause, at any time. Employees will receive their final pay in accordance with applicable state law.

Employee benefits will be affected by employment termination in the following manner. All accrued, vested benefits that are due and payable at termination will be paid. Unauthorized absence from work for a period of three (3) working days may be considered by the supervisor as a voluntary resignation by the employee. Division Directors shall forward all notices of resignation to the Executive Director immediately upon receipt.

## **7.9 Post Resignation/Termination Procedures**

### **7.9.A Exit Interview**

The District will generally schedule an exit interviews at the time of employment termination. The exit interview will afford an opportunity to discuss such issues as employee benefits, conversion privileges, repayment of outstanding debts to the District, or return of the District-owned property. Suggestions, complaints, and questions can also be voiced by the employee. Human Resources is responsible for scheduling an exit interview with a terminating employee on the employee's last day of employment and for arranging the return of District property including:

- (1) Picture Identification Card
- (2) Office Keys
- (3) Company-issued credit cards
- (4) Company manuals
- (5) Uniforms (Where permitted by applicable laws, the District will withhold from the employee's final paycheck the cost of any items that are not returned when required)

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### (6) Any additional Company-owned or issued property

In order to receive a disbursement of any amounts due from the Retirement Plan, the employee is required to complete and sign a distribution form. Specific information will be provided at the exit interview.

Employees may choose the continuation or waiver of comprehensive medical coverage and dental coverage under COBRA. Specific information will be provided at the exit interview.

### **7.9.B Name Clearing Meeting**

In the event of an involuntary termination, the employee may be provided reasons for termination. When the document providing reasons for the termination has the effect of stigmatizing the employee's reputation, and where the employee claims that such reasons are untrue, the employee shall be provided notice of the opportunity to request a "Name Clearing Process."

The purpose of a "Name Clearing Process" is to allow the employee an opportunity to tell his or her side of the story and respond to the charges leading to the termination. The Name Clearing Process is not an appeal of the termination or an opportunity to gain reinstatement. At or prior to the meeting, the employee has an opportunity to provide his or her position in writing so that it may be included in the personnel file and made part of the record open to the public under Florida's public records laws. An employee may provide this statement in lieu of or in addition to attending the Name Clearing Process meeting.

To request a "Name Clearing Process", employees must deliver the request to Human Resources in writing within 10 calendar days of the date of their termination. A meeting may be provided by the District within 10 business days of receipt of the employee's request for such a meeting. No such meeting will be held if a written request is not timely delivered by the employee. The employee may provide witness statements at or prior to the meeting. The meeting will be held before the Executive Director, Human Resources, and Division Director of terminated employee.

### **7.9.C Return of Property**

Employees are responsible for all the District property, materials, or written information issued to them or in their possession or control. Employees must return all District property immediately upon request or upon termination of employment. Where permitted by applicable laws, the District may withhold from the employee's check or final paycheck(s) the cost of any items that are not returned when required. The District may also take all actions deemed appropriate to recover or protect its property.

### **7.9.D Benefits**

~~Benefits (Life, Medical and Dental) end on the last day of the month in which your last day of employment falls. An employee, unless dismissed for gross misconduct, has the option to convert the individual life insurance, and/or to continue Medical/Dental Benefits in accordance with the Consolidated Omnibus Budget Reconciliation Act (COBRA) regulations.~~

### **7.9.E7.9.D Final Paycheck**

~~The final paycheck(s) can be mailed~~ will be available on the next regular scheduled payroll date. The final paycheck will be direct deposited into the bank account on file. Failure to return any District property, including uniforms, cell phones, laptops, etc. may result in a monetary deduction

Loxahatchee River District

from the employee's final pay. ~~during the next normal pay period or may be available at the exit interview.~~



**~~7.9.F~~7.9.E Retirement Plan**

If an employee is in the retirement plan, information regarding this plan or moving money out of this plan will be provided at the exit interview.

**~~7.9.G~~7.9.F Sick Time upon Resignation**

Upon resignation, retirement, permanent disability, or death, employees who have a minimum of three (3) years of continuous full-time employment with the District shall be paid for the total accrued, unused sick time balance as follows:

With 3 – 8 years of service	25% conversion, but not greater than 16 days
With 8 – 15 years of service	35% conversion, but not greater than 40 days
With 15 or more years of service	50% conversion, but not greater than 75 days

**7.10 BENEFITS/ COBRA**

Benefits (Life, Medical and Dental) end on the last day of the month in which your last day of employment falls. An employee, unless dismissed for gross misconduct, has the option to convert the individual life insurance, and/or to continue Medical/Dental Benefits in accordance with the Consolidated Omnibus Budget Reconciliation Act (COBRA) regulations. COBRA is a continuation of the District's Health and Dental insurances offered to Full Time Employees that have been employed with the District for more than 60 days. Former District Employee's will have to pay for the coverage of COBRA, and the user will also be charged a 2% handling fee. Normal COBRA benefits are extended for 18 months.

**7.11 Death**

In the event of the death of an employee, the last date of employment shall be the date of death, and the employee will be treated as if (s)he voluntarily resigned with appropriate notice. Any wages or travel expenses due through the date of death shall be payable to the wife or husband of the employee. If there is no spouse, then such amounts are paid to the child or children, provided the child or children are over the age of 18 years. If there is no child or children, then such amounts are payable to the father or mother. If there is no father or mother, such amounts shall be payable to the estate of the employee. For purposes of calculating the payment of wages due, the District shall also make payment on any accrued and unused vacation and sick time in accordance with those policies in effect on the date of death.

## 8 **Recent Policy Updates**

2022 In September the Governing Board approved revisions to Section 5.1 Retirement Plan. These revisions more precisely match how our retirement plan works under management by Empower.

2022 In March 2022 The Governing Board approved revising the work week to start at 12:00 am Saturday.

2021 In 2021 The Governing Board approved creation of the Ethics Policy, Employee Wage Policy, and Employee Insurance Policy. These policies were drafted to improve the way this information was communicated to employees, and duplicate language was removed from the Personnel Policies, including the following sections

- 1.9 Conflict of Interest and Outside Employment Statement **deleted** 10/21/2021
- 1.10 Outside Employment **deleted** 10/21/2021
- 1.11 Acceptance of Gifts **deleted** 10/21/2021
- 1.11.A Reporting of Gifts **deleted** 10/21/2021
- 1.13 Reporting Potential Disclosure of Confidential Information **deleted** 10/21/2021
- 1.14 Whistleblower Policy **deleted** 10/21/2021
- 2.11 Performance Evaluations **deleted** 10/21/2021
- 3.10.A Cost of Living **deleted** 10/21/2021
- 3.10.B Promotions **deleted** 10/21/2021
- 3.10.C Demotions **deleted** 10/21/2021
- 3.11 Performance Management and Compensation Programs **deleted** 10/21/2021
- 3.11.A Performance Review Program Schedule **deleted** 10/21/2021
- 3.11.B Merit Increase **deleted** 10/21/2021
- 5.1 Health Insurance **deleted** 10/21/2021
- 5.2 Dental Insurance **deleted** 10/21/2021
- 5.3 Group Life Insurance **deleted** 10/21/2021
- 5.4 Long Term Disability **deleted** 10/21/2021
- 5.6 Flexible Spending Account **deleted** 10/21/2021
- 5.7 Employee Assistance Program **deleted** 10/21/2021

## **9 Forms**

HR Forms:

[Personnel Data Change](#)

[FMLA Eligibility & Rights](#)

[Employee Benefit Highlight Book](#)

[Emergency Contact Form](#)

[Harassment Complaint Form](#)

Payroll Forms:

[Direct Deposit Authorization form](#)

[2017 W-4](#)

[Education Reimbursement forms](#)

[Paycheck Codes](#)

Safety:

[Accident Report Form](#)

[First Report of Injury for WC-DWC-1](#)

## **10 Links to additional District Policy**

[Uniform Policy](#)

[District GPS Policy](#)

[Tuition Reimbursement Guidelines](#)

[Security Policy](#)

[District Vehicle Accident Policy](#)

[DOT Drug Test Policy](#)

[Drug Free Workplace](#)



## 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
21	Indian Hills	12	Notified Owners – January 2016 Property Records Review Determined Lots About US1 Right Of Way Easement Not Required – October 2023	2019	2024

\* 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
	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 Notice of Intent - April 2023 Under Construction 18030 69 <sup>th</sup> Terrace – request for connection Preliminary Assessment – November 2023	N/A	2023
	5331 Center Street	1	LRD procedures shared for connection to sewer services Notice of Intent – March 2022 Construction Complete Preliminary Assessment -October 2023 Final Assessment – November 2023	N/A	2023
	SE Island Way Property	1	Notice of Intent – August 2022 Permitting Complete	N/A	2023

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 1300 Peninsular Rd – Application/Plans Approved – September 2022	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
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	North A1A	3	Postponed-Town activities in area No database	2012	AEO
GG	815 S US 1	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 Statutory Way Provision – May 2023 (1 lot) In Design	2017	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 Project Under Construction	2019	2021
	109+111 Old Jupiter Beach Road	2	Notified Owners – September 2021 Follow Up Reminder – July 2022 Constr. Plans In Redesign Per Owner – Sept. 2023		
	182 <sup>nd</sup> Road North	12	Sewering Pricing Request by 50% of Owners Conceptual Design/Cost Est. - provided June 2023		
	N 65 <sup>th</sup> Terrace & N 195th Place	9	Statutory Way Provision Available		
	Jonathan's Landing Guard House	1	Proposed Upgrades will include sewerage		

\* Rank based upon "2010 Septic System Inventory &amp; Assessment

TBD = To be determined AEO = As easements are obtained

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

**CURTIS SHENKMAN, P.A.**  
4400 PGA BLVD, SUITE 300  
PALM BEACH GARDENS, FLORIDA 33410  
TELEPHONE (561) 822-3939  
**Curtis@PalmBeachLawyer.Law**

**LEGAL ASSISTANTS**  
**REAL ESTATE**  
JANA COOKE  
CAROLINA INMAN  
DENISE B. PAOLUCCI

November 3, 2023

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.

**We are pleased to report there is not any pending litigation.**

There are no analysis 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

Attachment



**OTHER LITIGATION**

**NONE**

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LIEN FORECLOSURES

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**NONE**

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

**NONE**

## **Loxahatchee River Environmental Control District**

### **Monthly Status Report**

**November 1, 2023**

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

The following is a summary of work performed by Baxter and Woodman, Inc. (B&W), on District projects for the monthly period ending October 31, 2023.

#### Lift Station Control Panels & RTU Upgrades

- Final PDR submitted to the District on October 18, 2023.

#### Irrigation Quality 518 (IQ-518) Electrical and I&C Assessment

- Draft Preliminary Design Report meeting conducted on October 2, 2023.
- Received FPL data from LRECD on October 3, 2023.
- Confirmed with LRECD on the minimum required number of pumps during future construction on October 5, 2023.
- Request proposal from Dennis J. Levy & Associates to perform topographic/boundary survey to be included as part of the project on October 9, 2023.
- Reviewed FPL data provided by LRECD on October 9, 2023.
- Received additional FPL data from LRECD on October 11, 2023.
- Received draft proposal from Dennis J. Levy & Associates on October 17, 2023.

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

- Final pay application received from Contractor on May 18, 2023. The pay app is not approved due to outstanding fiber line repair costs. LRECD is in negotiation with fiber repair contractor. Once costs are finalized they will be provided to the Contractor to incorporate into the revised final pay application.
- Close out of Permit Number FL0034649 with the FDEP requires the completion of DEP Forms 62-620-910(12) Notification of Completion and 62.620.9109(13) Notification of Availability of Record Drawings and O&M's. These forms have been signed by B&W and were emailed to LRECD on August 30, 2023.
  - B&W provided an updated IQ-511 Operations Protocol per LRECD's request on October 24, 2023.
  - Once LRECD reviews this protocol the signed forms can be returned to B&W and submitted to the FDEP.

#### Irrigation Quality 511 (IQ-511) Pump Station Electrical and I&C Assessment

- LRECD requested a field meeting with B&W to discuss providing a scope of work for an expedited IQ-511 Pump Station Electrical and I&C Assessment on October 20, 2023.
- LRECD set the field meeting for 9 AM on November 2, 2023.

#### Anaerobic Selector Zone Pilot Test

- LRECD requested a proposal from B&W to perform an anaerobic selector zone pilot test at the wastewater treatment facility on October 31, 2023.

Respectfully Submitted by:  
BAXTER & WOODMAN, INC.

Sira "Jockey" Prinyavivatkul, P.E.  
Florida Water/Wastewater Department Manager



**Loxahatchee River Environmental Control District  
CMA Project Status Update  
November 7, 2023**

**1. Science Center at Jupiter Inlet Lighthouse Outstanding Natural Area (CMA Project # 494.001)**

*Activities Performed:*

- Conceptual Design Memorandum and building layout options were approved by the Board on 10/21/21.
- A coordination meeting was held 11/12/21.
- 90% design, specifications and cost estimate were submitted.
- LRD plan comments were addressed.
- Proposed roof alternative design was submitted to LRD for review (to address comments from SHPO).
- Bid documents were submitted to LRD.
- Comments were received from LRD and meetings/calls conducted to review.
- Final bid documents were submitted to LRD.
- Project advertised for bid (bids due January 10, 2023, anticipated award at January Board meeting).
- Recommendation of bid rejection was presented to the Board on January 19, 2023. Board voted to reject all bids.
- Conducted discussions with LRD staff on possible project adjustments to save costs.
- Project on hold.

**2. 2500 Jupiter Park Drive Conceptual Site Planning**

*Activities Performed:*

- Conducted kickoff meeting.
- Environmental field work was performed, report submitted, comments received from LRD, revised report submitted.
- Staff and Board survey were performed.
- Existing site base plan was prepared.
- A review of adjacent stormwater permits was performed.
- Site concept plans were prepared.
- Site visits and meeting with LRD were conducted to review survey results and concept plans.
- Presented survey results and concept plans to the Board.
- Submitted data request to LRD for massing study and received results. Provided LRD with initial space calculations.
- Reviewed WWTF capacity expansion goals with LRD. Submitted memorandum on the WWTF future space to LRD.
- Submitted draft Site Security memorandum, received comments from LRD, and submitted final memorandum.
- Draft massing concepts were presented to LRD at the meeting.
- LRD comments were incorporated, and a revised massing study was submitted.
- LRD provided comments on the revised massing study.
- Revised massing study submitted.
- Draft site plans submitted and comment received. Comment responses issued.



- Site planning memorandum drafted. Holding document submittal for confirmation on some of the key site plan concepts.
- Met with LRD staff to discuss comments and confirm concepts. CMA submitted additional information to follow up discussion at this meeting.
- Additional utility information provided by LRD.
- Site plans, massing study and site planning memorandum submitted.
- Comment responses provided to LRD.
- Sample revised site plan preparation underway, will be submitted for review by LRD. Based on LRD input, the new site plan schema will be implemented for all of the site plans.



**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:** November 8, 2023  
**Subject:** Loxahatchee River Environmental Control District Monthly Status Report

The following is a summary of work performed by Holtz Consulting Engineers, Inc. (HCE) on Loxahatchee River District projects through November 8, 2023. **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.**

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

- Comments on the Short Circuit, Device Coordination and Arc Flash Study were received from the District on October 24, 2023. Hillers Electrical Engineering is currently working on addressing the comments. Upon completion, the study will be finalized, and the arc flash labels will be prepared.

**Schedule Update:** It is anticipated that the report will be finalized and submitted to the District by December 4, 2023.

**Greenhouse Gas Strategies Evaluation**

- The final solar technical memorandum was submitted to the District on October 12, 2023. Additional comments were received from the District on October 27, 2023. HCE's subconsultant, Hazen, is currently working on addressing the comments. It is anticipated that all items should be addressed, and the report finalized and returned to the District by November 21, 2023.

**Lift Station No. 082 Improvements**

- The shopping plaza owner has provided written correspondence asking for construction to commence in early January after the holiday season is over. The Contractor is currently working with the Town of Jupiter on obtaining an acceptable and approved Maintenance of Traffic for the project.

**Schedule Update:**

The revised and current contract completion date is August 12, 2024.



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

- *The District is currently reviewing the different methodologies that can be utilized for flow projections and will be providing feedback to HCE for finalization of the technical memorandum.*

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

### **Lift Station Telemetry Improvements**

- To date the Contractor has installed new RTU panels, conduit, and probes at approximately 32% of the total lift stations. HCE, the Contractor and the District are continuing to finalize the DNP3 communication settings and work to fix the issues with communication between the Xylem controllers and VTSCADA. The Contractor is bringing in an out of state employee with expertise in radios to help troubleshoot the communication issues. HCE is working to provide new signed and sealed drawings for the Contractor to apply for a right-of-way permit in the Village of Tequesta and Martin County.

**Schedule Update:** *Construction is proceeding as scheduled. The Contractor has indicated that they are currently approximately one to two months behind to meet substantial and final completion deadlines. The current contract completion date is July 12, 2024. The Contractor is putting together a recovery schedule if still needed and warranted a time extension change order will be submitted to the District for review and approval.*

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

- Pay Application #2 has been processed by HCE. *HCE has requested a signed and sealed drawing to be submitted by the Contractor for the wind load calculations. Final site work site remains to be completed.*
- **Schedule Update:** *The Contractor's revised schedule reflected a final completion date of July 30, 2023. HCE provided notification to the Contractor on July 21, 2023 that no additional extensions to the Contract would be provided.*

### **Lift Station No. 050 Emergency Generator**

- *The final design submittal was transmitted to the District on August 24, 2023.*

**Schedule Update:** Pending easement acquisition, this project will be advertised for bidding.

### **Bulk Sodium Hypochlorite Conversion Study**

- The District provided additional comments on the final technical memorandum on November 7, 2023. HCE's subconsultant Hazen is reviewing the comments and will be addressing and revising the study accordingly.





#### **Anaerobic Digestion and Biogas Utilization Study**

- Work is currently underway, and data is being compiled. The draft technical memorandum will be submitted by January 29, 2024.

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

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

**Loxahatchee River Environmental Control District  
9278 Indiantown Road/20 Acre Site  
Phase I - Remediation  
LRECD PO#23-804 / KCI 482021095.02**

**Progress Report**

**To:** Mr. Kris Dean, P.E., Deputy Executive Director/Director of Engineering  
**From:** Robert Zuccaro, PE, Env SP, KCI Sr. Project Manager,  
**Date:** November 3, 2023

**ACTIVITIES**

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

**Activities and Support:**

- Task 1 - **Kick Off Meeting:** 100% Complete
- Task 2 - **Data Collection:** 100% Complete
- Task 3 - **Schematic Design Plan:** 100% Complete
- Task 4 - **Design Development Plan:** 90%
- Task 5 – **Meetings:** 29%
- Task 6 – **Construction Document Plans:** N/A
- Task 7 – **Final Bid Documents:** N/A
- Task 8 – **Bid Assistance:** N/A
- Task 9 – **Project Schedule and Monthly Reports:** 30%

Busch shall remove its Improvements and animals at Busch's expense, except those Improvements which, at the option of the LRD, become LRD property. Should LRD decline to claim certain of the Improvements, Busch shall remove the unclaimed Improvements at Busch's sole expense.

updated 11/9/23 by Lisa

Checklist for BWS Facilities @ LRD					
#	Facility Name	Facility Description	Disposition	Comments	% Complete
1	Discovery Center	2-Building	1 Remain & Restore	BWS to remove office furniture, exhibits, and equipment in wetlab. AA ok	
2	Wildlife Hospital	2-Building	1 Remain & Restore	BWS to remove office desk, kennels inside and porch, equipment, appliances, specialised lighting, and radiology. AA ok	
3	Welcome Center and deck in front/back	2-Building	Remove & Restore	BWS to remove office furniture but leave building and decking. AA ok	
4	Panther House	2-Building	Remove & Restore		0%
5	Bear House	2-Building	Remove & Restore		0%
6	Snake House	2-Building	Remove & Restore		0%
7	Bathrooms @ Snake House	2-Building	Remove & Restore		0%
8	BWS Administration Offices	2-Building	Remove & Restore		0%
9	Maintenance Shop	2-Building	Remove & Restore		0%
10	Freezers	2-Building	Remove & Restore		100%
11	Administrative Office Deck	3-Structure	Remove & Restore		0%
12	Cypress Amphitheater	3-Structure	BWS Request to Remain	BWS will remove benches, kennels, sound system, and screen. AA ok	95%
13a	Pineland Nature Trail Sign	3-Structure	Remove & Restore		0%
13b	Pineland Nature Trail Posts	3-Structure	BWS Request to Remain	AA ok	
14	Shade Structure Overlooking Bears	3-Structure	BWS Request to Remain	AA ok	
15	Shade Structure Overlooking Panthers	3-Structure	BWS Request to Remain	AA ok	
16	Shade Structure Overlooking Ponds	3-Structure	BWS Request to Remain	AA ok	
17	Shipping Containers	3-Structure	Remove & Restore	Removed	100%
18	Alligator Enclosure	4-Animal Enclosure	Remove & Restore		0%
19	Bald Eagle Enclosure	4-Animal Enclosure	Remove & Restore		0%
20	Bear Enclosure	4-Animal Enclosure	Remove & Restore	Chainlink and post removal started	10%
21	Birds of Prey Enclosure	4-Animal Enclosure	Remove & Restore		0%
22	Deer Enclosure	4-Animal Enclosure	Remove & Restore		5%
23	Flight Cages	4-Animal Enclosure	Remove & Restore		5%
24	Kite Enclosure	4-Animal Enclosure	Remove & Restore	Safety hallway removed	15%
25	Otter Enclosure	4-Animal Enclosure	Remove & Restore	Chainlink and post removal started	5%
26	Panther Enclosure	4-Animal Enclosure	Remove & Restore	Chainlink and post removal started	10%
27	Raccoon Enclosure	4-Animal Enclosure	Remove & Restore	Under demo with possible completion by 11/11/23	5%
28	Turtle Enclosure	4-Animal Enclosure	Remove & Restore		0%
29	Waterbirds Enclosure	4-Animal Enclosure	Remove & Restore		0%
30a	Cypress Boardwalk	5-Boardwalk	BWS Request to Remain	AA ok	
30b	Gator walkway	5-Boardwalk	Remove & Restore		0%
30c	Cypress Boardwalk fencing (posts and zoo mesh)	5-Boardwalk	Remove & Restore	added to list on 9/25/2023	0%
31	Hospital Boardwalk	5-Boardwalk	BWS Request to Remain	AA ok	
32	Pineland Nature Trail	6-Improved Trail	BWS Request to Remain	AA ok	
33	Walking Trail & railroad ties	6-Improved Trail	BWS Request to Remain	AA ok	
34	Butterfly Garden on Pineland Nature Trail	7-Other	Remove & Restore	remove hose, sprinkler, bench, etc	0%

**Checklist for BWS Facilities @ LRD**

#	Facility Name	Facility Description	Disposition	Comments	% Complete
35	BWS Dumpsters	7-Other	Remove & Restore	All but constructin dumpster cancelled. Pick up soon	
36	Pineland Nature Trail Fire Pit	7-Other	BWS Request to Remain	AA ok	
37	Random Parts, Supplies, and etc	7-Other	Remove & Restore		20%
38	Splitrail Fencing within BWS Areas	7-Other	Remove & Restore		35%
39	Vehicles (including food truck)	7-Other	Remove & Restore	Removed	
40	Picnic Area Pavillion	3-Structure	BWS Request to Remain	AA ok	
41	Tiki Hut Area	3-Structure	Remove & Restore	Removed	
42	Shade Structure overlooking Waterbirds	3-Structure	Remove & Restore		0%
43	Small maintenance shed (by maint. Shop)	3-Structure	Remove & Restore		0%
44a	Large maintenance shed by employee gate	3-Structure	Remove & Restore	Disassembled	0%
44b	Concrete pad for maintenance shed by employee gate	3-Structure	BWS Request to Remain	AA ok	
45	Skunks/Opossum enclosure	4-Animal Enclosure	Remove & Restore		10%
46	Bobcat habitat/nighthouses	4-Animal Enclosure	Remove & Restore		0%
47	Fox habitat/nighthouses	4-Animal Enclosure	Remove & Restore		15%
48	Songbird Rehab enclosure	4-Animal Enclosure	Remove & Restore	Removed	
49	Songbird habitats (parrots)	4-Animal Enclosure	Remove & Restore	Partially removed.	80%
50	Small turtle enclosures (across from parrots)	4-Animal Enclosure	Remove & Restore	Partially removed.	80%
51	Small raptors (including bluejays & kites)	4-Animal Enclosure	Remove & Restore		10%
52	Old croc & gator habitat	4-Animal Enclosure	Remove & Restore	Removed	
52b	Boards and pvc at old croc & gator habitat	4-Animal Enclosure	Remove & Restore		
53	Mammal Rehab	4-Animal Enclosure	Remove & Restore		15%
54	Education bird mews/by flight enclosures	4-Animal Enclosure	Remove & Restore		5%
55	Waterbird Rehab	4-Animal Enclosure	Remove & Restore		20%
56	Carport by Maintenance Shed	7-Other	Remove & Restore		0%
57	Statues in front of Welcome Center & across from parrots	7-Other	Remove & Restore	Removed	
58	Picnic tables	7-Other	Remove & Restore	Removed	
59	Benches	7-Other	Remove & Restore	Removed	
60	Donation boxes	7-Other	Remove & Restore		80%
61	Informational Kiosks & all signage	7-Other	Remove & Restore		50%
62	Public garbage cans and recyling cans	7-Other	Remove & Restore	Removed	
63	Wash tables	7-Other	Remove & Restore		0%
64	Trail lighting	7-Other	BWS Request to Remain	AA ok	
65	Turtle pond platform and old walkway posts	7-Other	Remove & Restore		0%
67	Owl Alcove	7-Other	Remove & Restore	Partially removed. Water and & electricity hook-ups need to be removed.	85%
68	Shelter behind songbird rehab	7-Other	Remove & Restore	Removed	
69	Old pavers near Panthers	7-Other	Remove & Restore		60%
70	Electric serving removed facilities	8-Utilities	Remove & Restore		0%
71	Potable water serving removed facilities	8-Utilities	Remove & Restore		0%
72	IQ water serving removed facilities	8-Utilities	Remove & Restore		0%
73	Pile of asphalt millings near Panthers	7-Other	LRD responsibility	Removed	100%



# 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: November 9, 2023  
Subject: Monthly Financial Report

## Cash and Investments Balance

Balance as of October 31, 2023  
Certificates of Deposit:

Institution	Original Term	Maturity	Rate	Book Value	Monthly Change in Investment	Market Value
Bank United	12 Months	11/18/23	4.55%	\$ 1,060,577	\$ 4,258	\$ 1,107,400
Bank United	12 Months	11/22/23	4.59%	1,582,357	6,420	1,652,146
TD Bank	10 Months	12/01/23	5.00%	2,538,250	11,137	2,633,688
<b>Subtotal</b>				<b>\$ 5,181,184</b>	<b>\$ 21,815</b>	<b>\$ 5,393,234</b>
<b>Investment Accounts:</b>						
Florida Prime - SBA			5.60%		\$ 43,036	\$ 9,084,361
Florida FIT - Preferred Cash Pool			5.27%		29,546	6,631,470
Bank United - Public Funds Reserve			4.88%		8,662	2,094,339
<b>Subtotal</b>					<b>\$ 81,244</b>	<b>\$ 17,810,170</b>
<b>Checking Account:</b>						
Trust-Hybrid Business Account			1.95%		\$ 21,687	\$ 4,751,834
<b>Subtotal</b>					<b>\$ 21,687</b>	<b>\$ 4,751,834</b>
<b>Brokerage Accounts:</b>						
Vanguard GNMA ADM			-1.97%	\$ 332,061	(6,034)	\$ 300,261
Vanguard Short-Term Treasury			0.31%	3,238,011	9,681	3,146,578
U.S. Treasuries - Due 10/12/23			5.32%	504,347	750	-
U.S. Treasuries - Due 10/17/23			5.33%	1,573,725	3,517	-
U.S. Treasuries - Due 01/04/24			5.47%	8,115,130	31,662	8,175,238
U.S. Treasuries - Due 03/28/24			5.53%	2,997,325	13,579	3,012,637
U.S. Treasuries - Due 06/30/24			5.47%	1,001,097	1,922	1,008,184
Charles Schwab Bank Sweep						2,643
<b>Subtotal</b>				<b>\$ 17,761,696</b>	<b>\$ 55,077</b>	<b>\$ 15,645,541</b>
<b>Total</b>					<b>\$ 179,823</b>	<b>\$ 43,600,779</b>

## Investment Policy Compliance

### **Performance Measurements**

Average weighted rate of return on investments is: 4.55%. As of 10/31/23, 3-month U.S. Treasuries were 5.33% and the 1-month Federal Fund Rate was 5.33%. The District's average weighted rate of return on investment of 4.55% is lower than our benchmark because our investment in Vanguard GNMA ADM is underperforming due to interest rate increases in 2023. So far in 2023, the Fed has raised rates 0.25 percentage points four times, meaning interest rates have increased by 1.0% in 2023. Short-term interest rates are currently over 5%. With current market conditions, investing in moderate and long-term CDs produces lower returns than investing in short-term assets.

Dr. Matt H. Rostock  
CHAIRMAN

Kevin L. Baker  
BOARD MEMBER

Gordon M. Boggie  
BOARD MEMBER

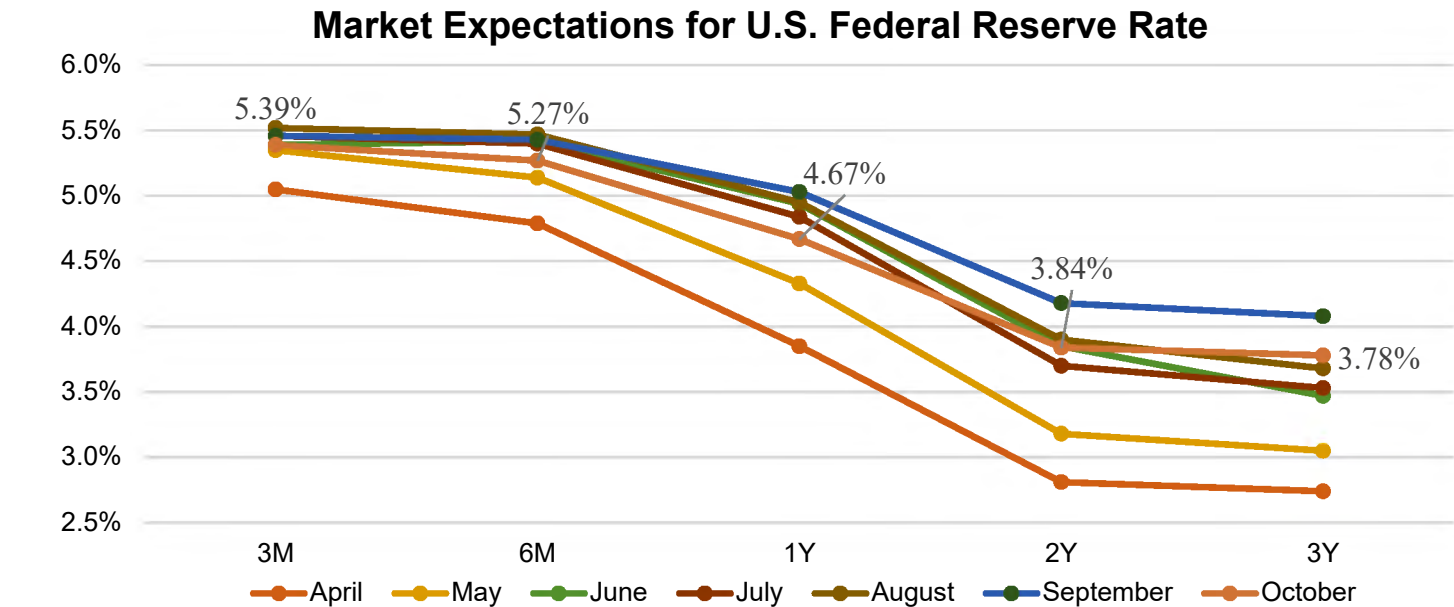
Stephen B. Rockoff  
BOARD MEMBER

Clinton R. Yerkes  
BOARD MEMBER



Therefore, District staff are intentionally evaluating and revising our investments. The Board can rest assured that all existing and any future investments will fully comply with our Investment Policy.

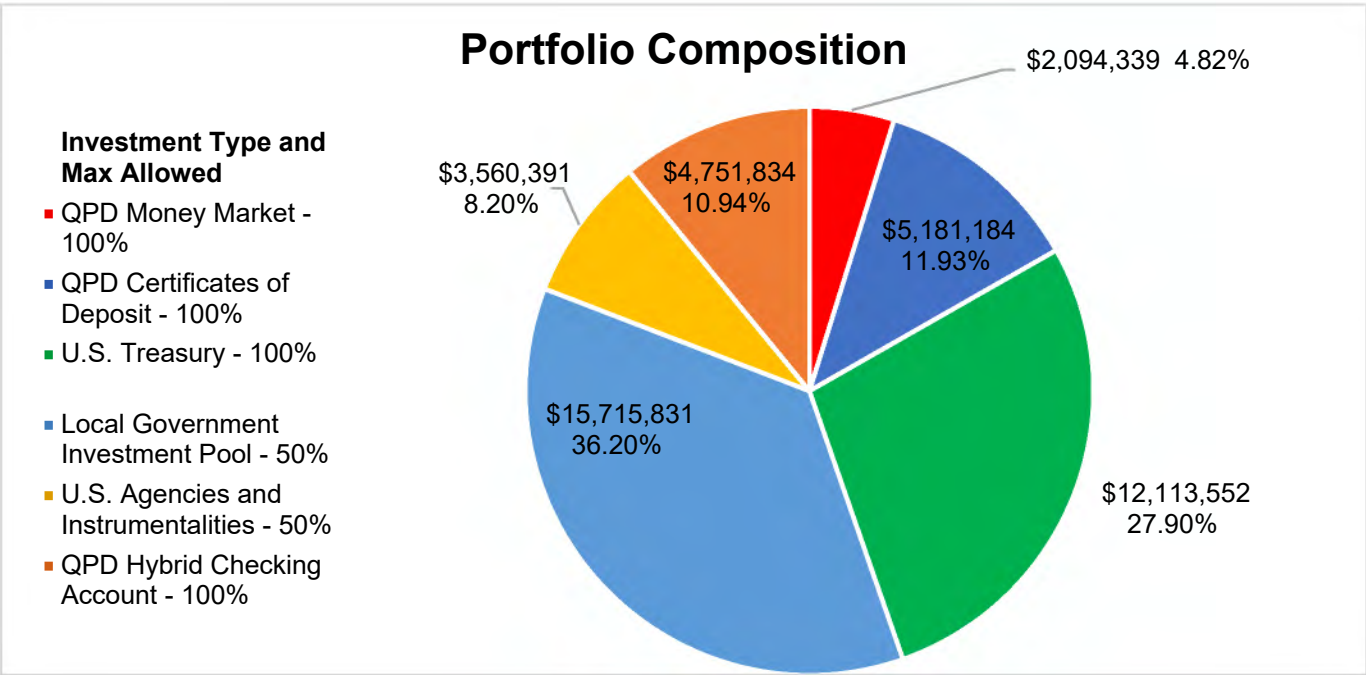
At this time staff believes it is still best to invest in short term maturities as short-term rates are higher than long term rates (e.g. the November 3<sup>rd</sup>, 3-Month treasury rate of 5.28% vs. the 2-Year rate of 4.3 %). This inverted yield curve is shown in the chart below. We will continue to monitor the yield curve and evaluate our options during this abnormal market.



\*Data as of October 31, 2023.

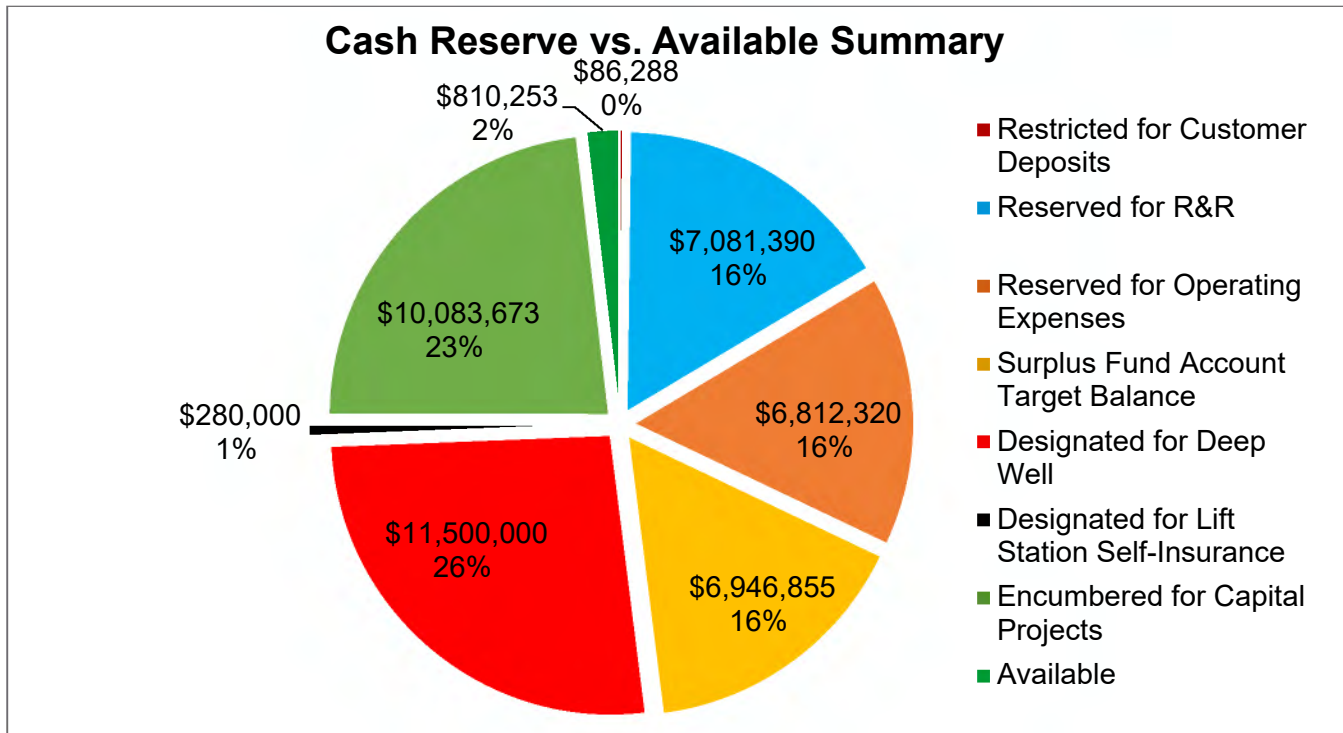
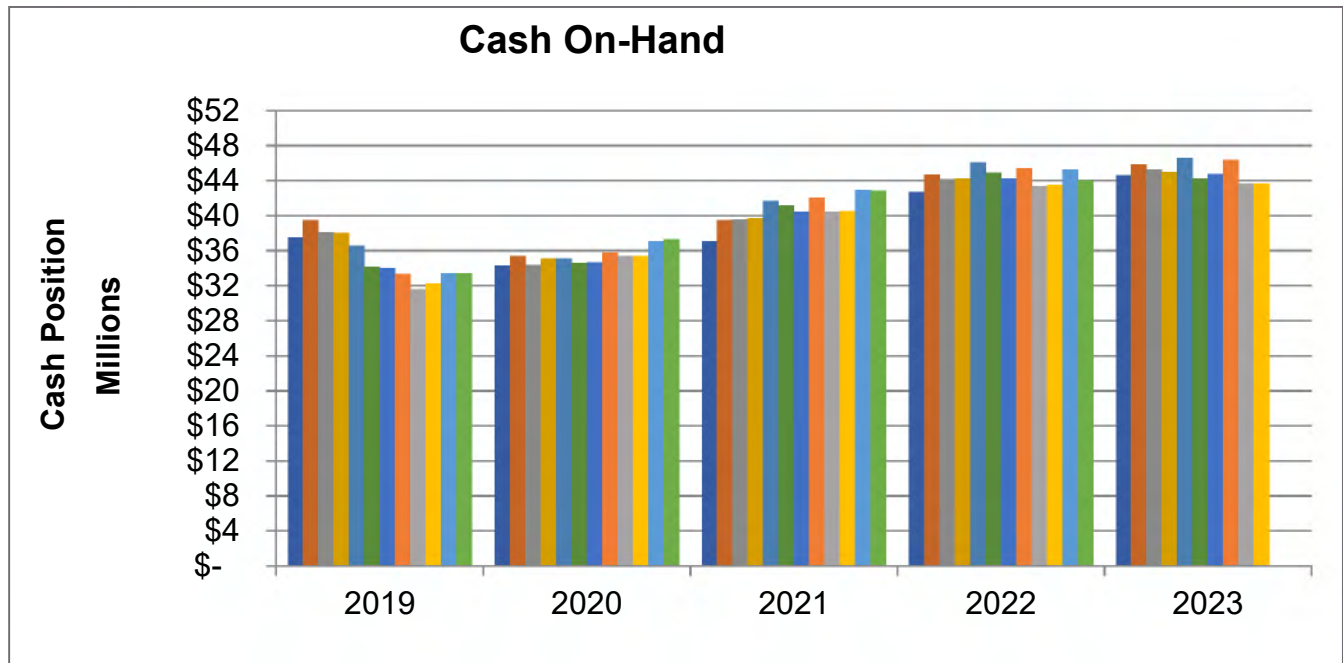
### Portfolio Composition

The percentage allocation for investment types is presented below. The percentage allocation requirement for investment types is calculated based on the market value at the time of purchase. All investments percentages are in compliance with the District's Investment Policy.



## Cash Position

Cash position for October 2022 was \$43,464,126. Current Cash position is up by \$136,653.



## Financial Information

- Legal fees billed in October were \$14,675. The fiscal year-to-date total is \$14,675.
- Estoppel fees collected in October totaled \$5,580. The fiscal year-to-date total is \$5,580.
- There was no septage billing in October.
- Developer's Agreement – There were no new Developer Agreement in October.
- I.Q. Water Agreements –Valencia and Greenwich are past due for October; Sonoma Isles is past due for July, August, September and October.

## Summary of Budget vs. Actual

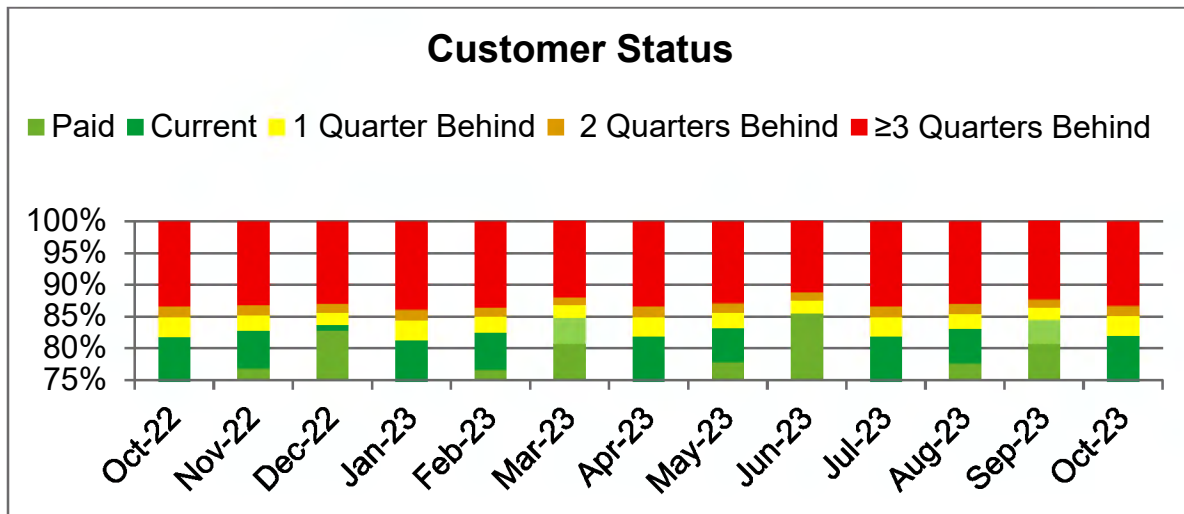
Budget Benchmark  
8.33%

	Oct-23 Actual	YTD Actual	FY 24 Budget	Favorable (Unfavorable)	Budget Expended	Oct-22 YTD
<b>Revenues</b>						
<b>Operating Revenues</b>						
Regional Sewer Service	\$ 1,556,766	\$ 1,556,766	\$18,528,000	\$ (16,971,234)	8.40%	\$1,461,696
Standby Sewer Service	9,902	9,902	79,000	(69,098)	12.53%	8,919
IQ Water Charges	200,896	200,896	2,417,000	(2,216,104)	8.31%	194,259
Admin. and Engineering Fees	1,263	1,263	80,000	(78,737)	1.58%	1,287
Other Revenue	54,059	54,059	511,285	(457,226)	10.57%	55,199
<b>Subtotal Operating Revenues</b>	<b>1,822,886</b>	<b>1,822,886</b>	<b>21,615,285</b>	<b>(19,792,399)</b>	<b>8.43%</b>	<b>1,721,360</b>
<b>Capital Revenues</b>						
Assessments	\$ 26,502	\$ 26,502	1,082,000	(1,055,498)	2.45%	16,961
Line Charges	9,857	9,857	450,000	(440,143)	2.19%	8,032
Plant Charges	24,154	24,154	700,000	(675,846)	3.45%	17,730
Capital Contributions			250,000	(250,000)	0.00%	
<b>Subtotal Capital Revenues</b>	<b>60,513</b>	<b>60,513</b>	<b>2,482,000</b>	<b>(2,421,487)</b>	<b>2.44%</b>	<b>42,723</b>
<b>Other Revenues</b>						
Grants			100,000	(100,000)		
Interest Income	150,754	150,754	1,847,400	(1,696,646)	8.16%	65,187
<b>Subtotal Other Revenues</b>	<b>150,754</b>	<b>150,754</b>	<b>1,947,400</b>	<b>(1,796,646)</b>	<b>7.74%</b>	<b>65,187</b>
<b>Total Revenues</b>	<b>\$ 2,034,153</b>	<b>\$ 2,034,153</b>	<b>\$ 26,044,685</b>	<b>\$ (24,010,532)</b>	<b>7.81%</b>	<b>\$ 1,829,270</b>
<b>Expenses</b>						
Salaries and Wages	\$ 266,476	\$ 266,476	\$7,863,800	\$ 7,597,324	3.39%	\$264,474
Payroll Taxes	18,900	18,900	559,200	540,300	3.38%	18,895
Retirement Contributions	40,465	40,465	1,204,100	1,163,635	3.36%	36,913
Employee Health Insurance	136,069	136,069	1,995,200	1,859,131	6.82%	129,682
Workers Compensation Insurance	64,135	64,135	75,800	11,665	84.61%	29,895
General Insurance	456,070	456,070	499,730	43,660	91.26%	226,396
Supplies and Expenses	195,110	195,110	1,243,362	1,048,252	15.69%	176,967
Utilities	106,898	106,898	1,860,071	1,753,173	5.75%	30,379
Chemicals	34,358	34,358	519,000	484,642	6.62%	17,519
Repairs and Maintenance	392,772	392,772	2,088,909	1,696,137	18.80%	262,057
Outside Services	140,045	140,045	2,302,800	2,162,755	6.08%	129,684
Contingency			225,000	225,000	0.00%	
<b>Subtotal Operating Expenses</b>	<b>1,851,298</b>	<b>1,851,298</b>	<b>20,436,972</b>	<b>18,585,674</b>	<b>9.06%</b>	<b>1,322,861</b>
<b>Capital</b>						
Capital Improvements	\$ 111,291	\$ 111,291	12,697,473	12,586,182	0.88%	37,124
<b>Subtotal Capital</b>	<b>111,291</b>	<b>111,291</b>	<b>12,697,473</b>	<b>12,586,182</b>	<b>0.88%</b>	<b>37,124</b>
<b>Total Expenses</b>	<b>\$ 1,962,589</b>	<b>\$ 1,962,589</b>	<b>\$ 33,134,445</b>	<b>\$ 31,171,856</b>	<b>5.92%</b>	<b>\$ 1,359,985</b>
<b>Excess Revenues</b>						
<b>Over (Under) Expenses</b>	<b>\$ 71,564</b>	<b>\$ 71,564</b>	<b>\$ (7,089,760)</b>	<b>\$ 7,161,324</b>		<b>\$ 469,285</b>

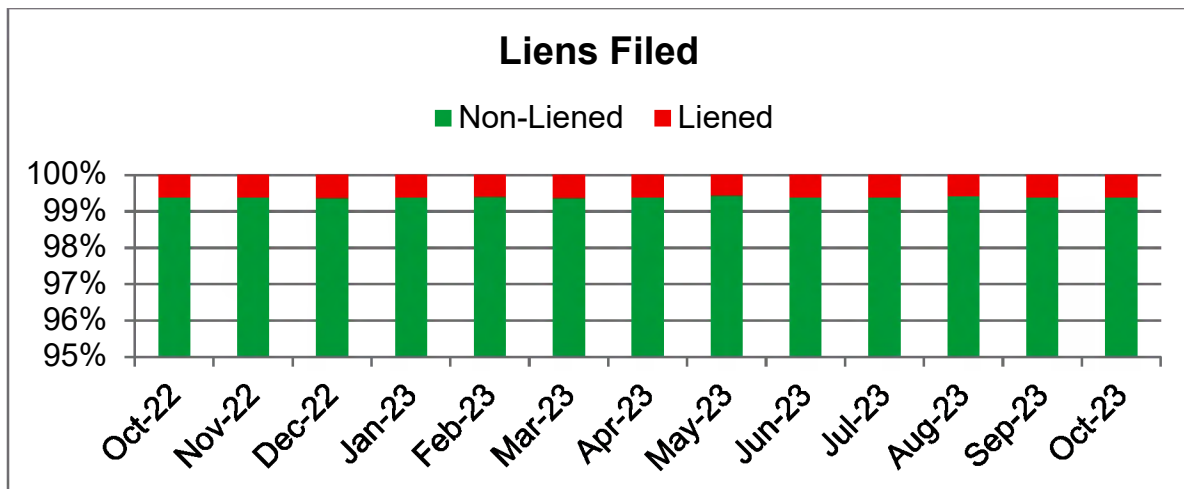
Total Capital expenses incurred and encumbered totalled \$10,194,964 or 80.3% of the capital budget. This includes funds encumbered in a prior fiscal year for projects that stretch across multiple fiscal years.

## Accounts Receivable

The District's fourth quarter billing was \$4,670,298, of this amount \$3,828,896 represents customer balances that are either paid or current. The chart below illustrates customers' receivable status as a percentage of quarterly sewer billing. Paid or current balances represent approximately 82.0% billing.



The District serves approximately 33,382 customers. Currently, the District has 203 liens filed which represent approximately 1.0% of our customers.



## Pending/Threatened Litigation

- There is currently no pending or threatened litigation.

## Awards and Recognition

I am proud to report that our FY2022 annual comprehensive financial report was awarded the Certificate of Achievement for Excellence in Financial Reporting by the Government Finance Officers Association (GFOA)! This is the fifth consecutive year that the District has received this prestigious award. This award requires governments to go beyond the minimum requirements of generally accepted accounting principles and prepare a comprehensive annual financial report that evidences the spirit of transparency and full disclosure. This award is the highest form of recognition in governmental accounting and financial reporting.



# LOXAHATCHEE RIVER DISTRICT

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

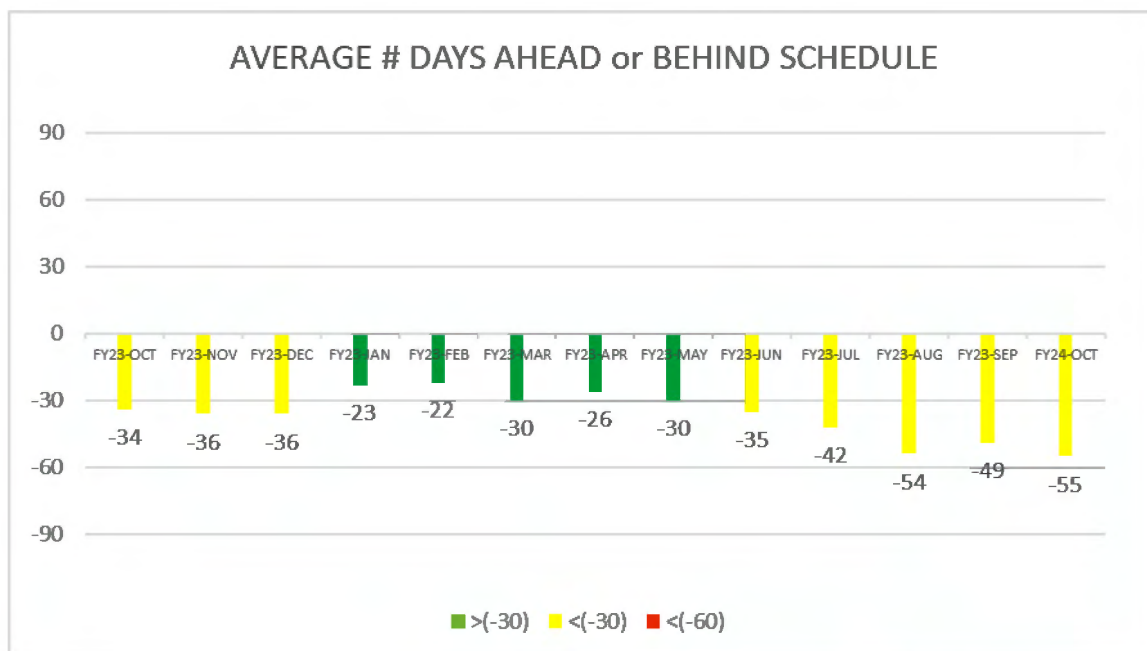
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## MEMORANDUM

**TO:** D. Albrey Arrington, Ph.D., Executive Director  
**FROM:** Kris Dean, P.E., Deputy Executive Director  
Courtney Jones, P.E., Director of Engineering  
**DATE:** November 08, 2023  
**SUBJECT:** Capital Program and Engineering Services Report

### Capital Projects

*Capital Schedule (FLOAT = -55 Days)*



Notable delays to the Capital Program are listed below.

**N21008 – Jupiter Park Drive Site Planning** – Staff are working through site plan coordination with the consultant for current and future facilities.

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CHAIRMAN

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BOARD MEMBER

**N21009 – Injection Well Pump Station Emergency Generator Connection** – See Holtz’ report.

**N20036 – IQ 511 Pump Station Piping Improvements** – Linger issues around responsibilities for fiber optic repair are delaying final completion. Staff have implemented a plan for resolution and anticipate completion through December.

**N23003 – Greenhouse Gas Initiatives – Solar** – See Holtz’ report. Staff anticipate providing the Solar TM to the Board in December.

**R23007 – Countyline Road IQ Main Relocation** – Permitting delays associated with property rights. Staff are working with the consultant and Martin Co. to resolve.

**N23004 – Lift Station 050 Emergency Generator** – The new site layout encroaches on the adjoining property. An easement will be required.

**R22005 – Unit 20 Crane Truck Replacement** – Staff are working with the Vendor for a delivery schedule.

**R22012 – Control Panel Replacements and RTU Installations at 36 Stations** - Finalizing the PDR took longer than expected. Staff will work with the consultant on a recovery schedule.

**R23021 – Lift Station 242 Rehabilitation** – Contractor requested to shift start date to late November 2023. Project is still well within final completion date.

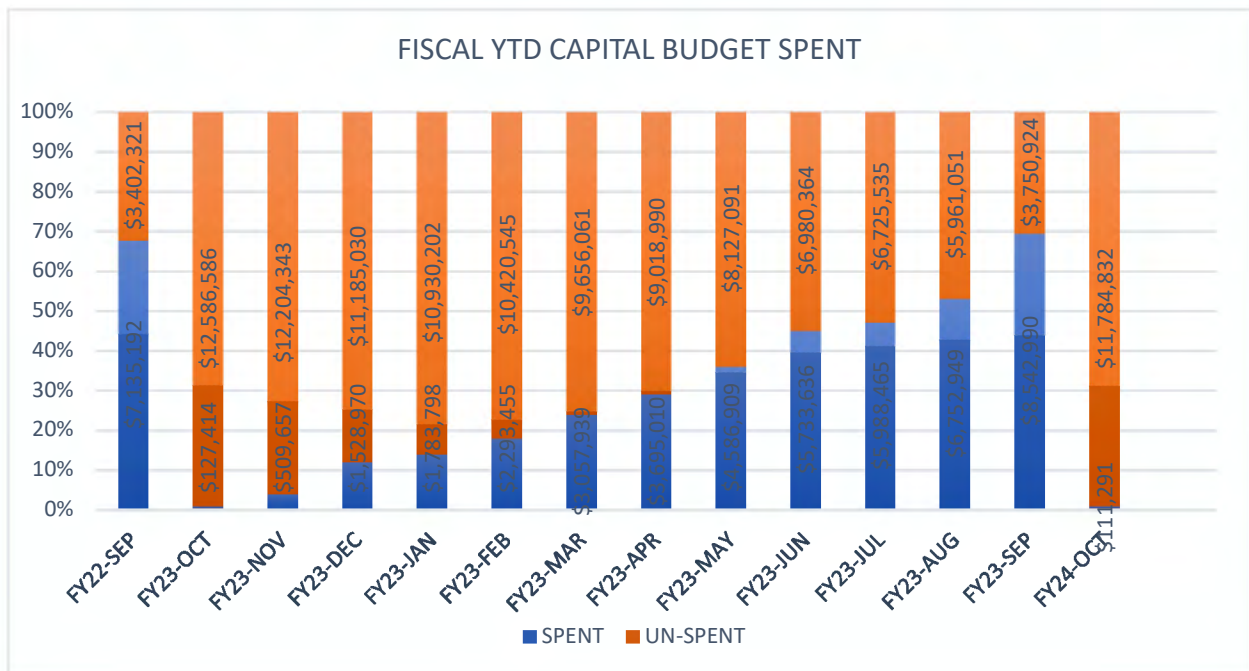
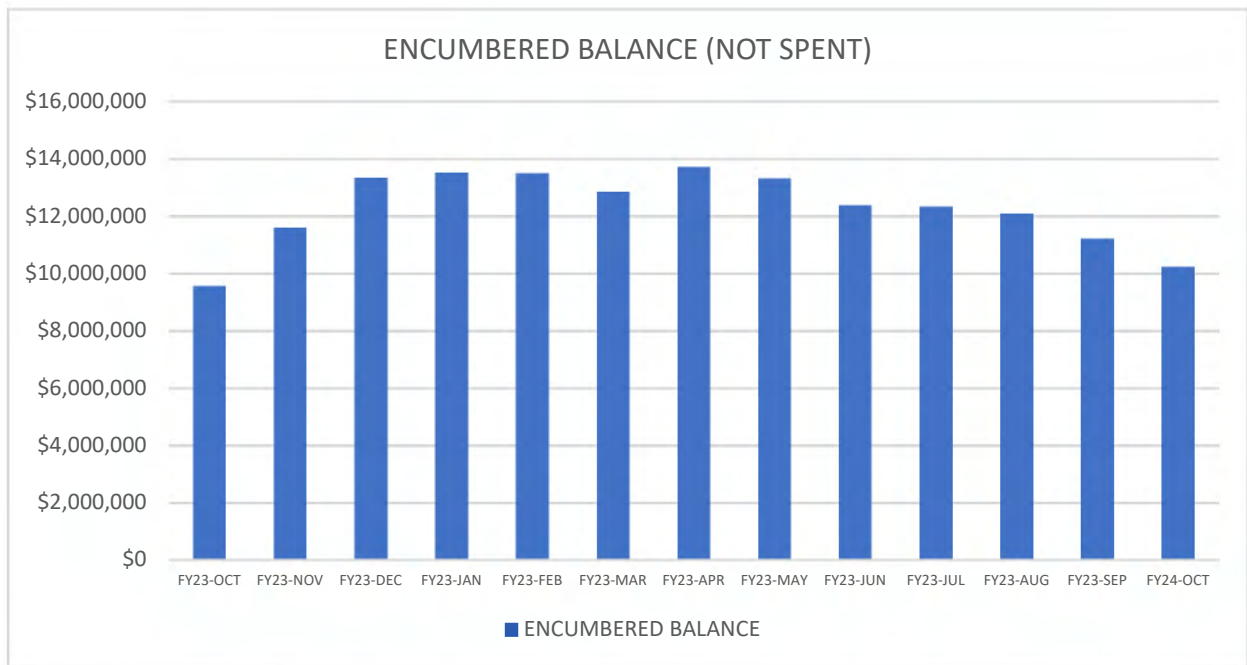
The overall negative (-) float is attributed to the following causes:

Construction Delays:	40%
Supply Chain Issues:	6%
Design/Permit/Bid:	23%
Late Start:	0%
Planning Contracts:	21%

Construction delays have the largest impact to the negative float (40% from 10 projects total). Staff are working with consultants and contractors to close out punch list items and implement recovery schedules.



## Capital Budget



In addition to October's numbers, we have updated September 2023 based on the latest billings through the end of the 2023 fiscal year. We anticipate final numbers for the fiscal year 2023 in December.

## Project Updates

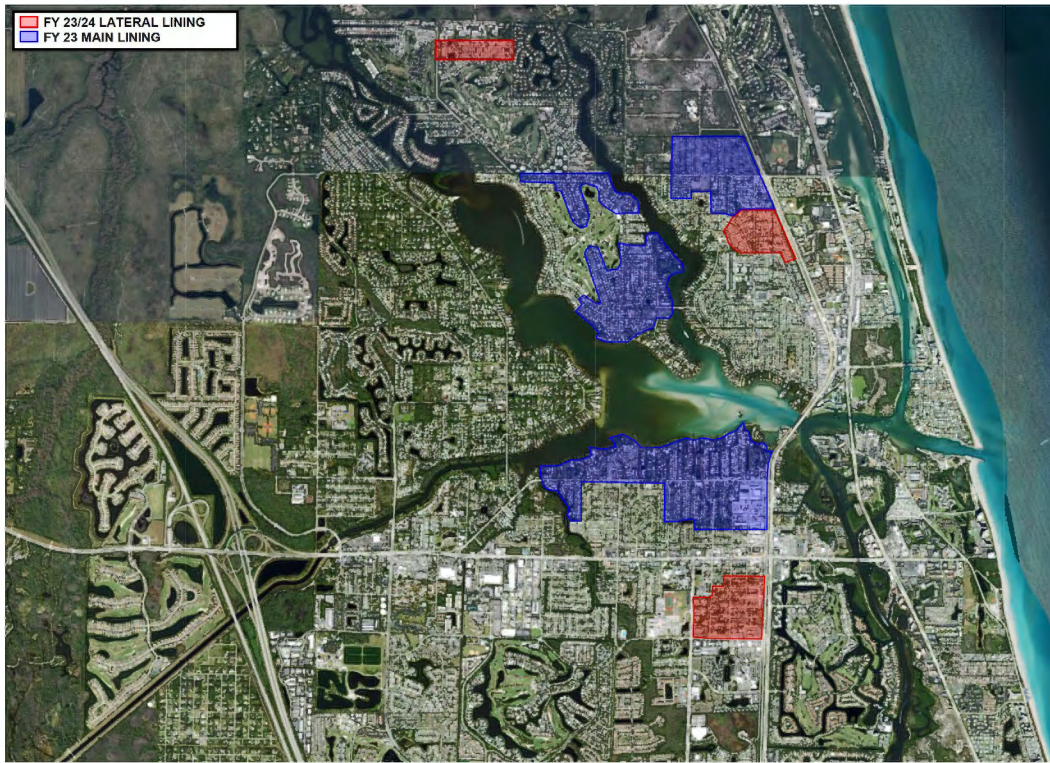
**Science Center and Jupiter Inlet Lighthouse Outstanding Natural Area (aka: BLM House Renovations):** We are evaluating alternate renovation approaches in-house based on revised layouts that have been coordinated with the River Center.

**2500 Jupiter Park Drive Site Planning:** Since the presentation to the Board in May 2022, 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. See Chen-Moore's engineering report for more details.

**20 Acres/9278 Indiantown Road:** Design and bidding for the remediation work is scheduled to be completed with award in late 2024. The consultant submitted the 30% design plans on July 12, 2023.

## In-house Projects

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



Main lining work is complete in LS018, LS041, and LS054 systems.

The Board awarded lateral lining contracts for LS018, LS041 and LS054 in November 2022. A preconstruction meeting was held on January 11, 2023. The Contractor has completed cleaning and CCTV work in LS041 and LS054 systems. The Contractor is currently working on lateral lining in all 3 systems.

The Board also awarded main lining contracts for LS050 in November 2022 and LS070 and LS071 in December 2022. Work commenced in January 2023. Main lining work in LS050 is completed. Main lining work in LS070 and LS071 is substantially complete and project is in punchlist/closeout.

In April 2023, the Board awarded a main lining contract for LS011, LS012, LS014, LS027 and LS190 collection systems. Contractor began cleaning and CCTV work in these systems in August 2023 and has started lining in these systems as of September 2023. Contractor is anticipating substantial completion of this project by the end of December 2023.

**Contractor General Services Work:**

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

Lift Station	Inspection	Design	Procurement	Construction
095	COMPLETE	IN-PROCESS	-----	-----
131	COMPLETE	COMPLET	COMPLETE	IN-PROCESS
242	COMPLETE	COMPLET	COMPLETE	IN-PROCESS
230	COMPLETE	COMPLET	IN-PROCESS	-----

LS131 is substantially complete with punchlist/closeout remaining. Pre-construction meeting was held on September 8, 2023 for LS242 Rehabilitation. Contractor anticipates mobilizing to LS242 at the end of November 2023.

***Manhole Rehabilitation:***

Staff utilized a piggyback contract mechanism to contract for select manhole rehabilitation work that has been identified per field inspections.

Pre-construction meeting for three (3) manhole rehabilitations (LS057-MH014, LS050-MH063, LS006-MH005) was held on September 8, 2023. Construction is scheduled to begin November 27, 2023.

Pre-construction meeting for three (3) manhole rehabilitations (LS041-MH011, LS054-MH015, LS071-MH020) was held on October 5, 2023. Material submittals and permitting are in progress.

### *Collections System / Operations Rehabilitation:*

Staff utilized general services contracts (18-005-LSGENCONSTR, 20-007-WWRECGENCONSTR, 22-005-0115 GENERAL SERVICES – ELECTRICIAN SERVICES) to contract for the following collection system rehabilitation projects. Pre-construction meeting for this work was held on June 14, 2023. Status updates for each project still in-progress are outlined below:

- Abacoa Town Center Phase 2 – Maxicom Site 21 (ABS21) – replace breaker panel – Construction in-progress
- Abacoa POA – Maxicom Site 6G (ABS06) – replace breaker panel – Construction in-progress
- Abacoa Vintage – Maxicom Site 27 (ABS27) – replace breaker panel– Construction in-progress
- Lift Station 069 – replace meter can– Construction in-progress
- Lift Station 091 – replace meter can– Construction in-progress
- Town Hall Point Repair– Project needs final paving per FDOT requirements. Final paving occurred on November 8, 2023.

Pre-construction meeting for additional work items under these general services contracts was held on September 8, 2023 for the following projects:

- Replace influent valve to RAS pump station from Clarifier No. 3 at WWTP project is complete.
- LS054-GL030 (55 Hickory Hill Road) – roadway paving will be completed on November 9, 2023.
- LS055-GL009 (118 Pine Hill Trail West) – roadway paving will be completed on November 9, 2023.
- IQ523 (105 Barbados Drive) – Replace breaker box at RTU panel – Construction in-progress
- LS076 (151 Point Circle) – Replace FPL meter can– Construction in-progress
- LS066 (425 Beach Road) – Replace electrical conduit from FPL meter can to disconnect – Construction in-progress
- LS051 – Replace disconnect– Construction in-progress
- LS094 (1001 Clemons Street) – Replace disconnect– Construction in-progress



Pre-construction meeting for additional work items under these general services contracts was held on October 5, 2023 for the following projects. Material submittals and permitting are currently in progress.

- LS108 – install turf block stabilized driveway – Construction in-progress
- 18345 SE Birdie Lane – repair stamped concrete driveway in Martin County R/W due to service lateral repair – Construction in-progress
- 207-211 Country Club Drive – roadway repair at location of depression due to service lateral leak which has been repaired. - roadway paving will be completed on November 9, 2023.
- LS054-MH015 – roadway repair at location of depression due to leak from outside drop pipe which has been grouted in place by in-house construction staff. roadway paving will be completed on November 9, 2023.
- LS236 – replace disconnect – Construction in-progress
- LS068 – replace electrical service from existing transformer to LS068– Construction in-progress
- LS039 – replace electrical service from existing transformer to LS039– Construction in-progress

#### ***Neighborhood Sewering/Remnant Properties:***

*18041 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 single service to be installed in easements. Project is in closeout stages of construction.

*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. Homeowner at 109 Old Jupiter Beach Road has entered into an agreement and paid connection charges. Project is on hold as per the homeowner's request.

*Island Way LPSS:* Design and permitting are complete.. The project includes two services and low-pressure force main to be installed in the right of way. Project is under construction.

18828 SE Jupiter Road: Owner of this property is currently construction for re-development. As part of the property re-development requirements, the owner is required to convert from septic to sewer and extend the low-pressure main adjacent to their property limits to allow for service to future customers. Project is under construction.

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

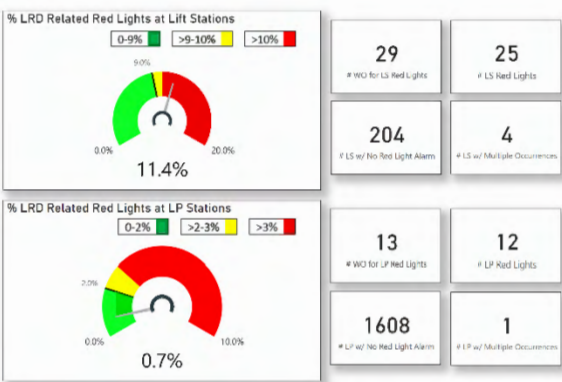
Statutory Way of Necessity:

Harbor Road South: The property owner of the vacant parcel at the south-end of this private roadway has entered into a letter agreement for staff to proceed on their behalf. Project is working with the Contractor for construction schedule.

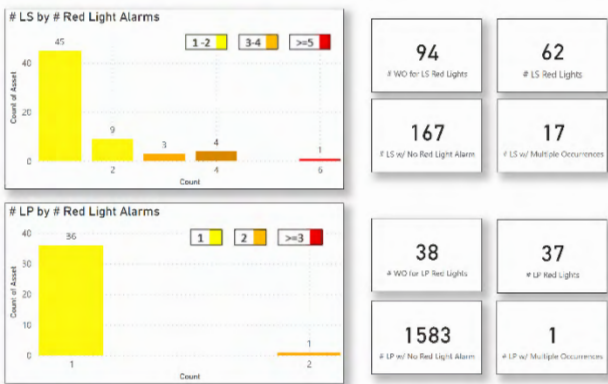
COLLECTIONS AND REUSE

Lift Station Red Lights: This month the system experienced 40 total red lights. 26 lift station red lights (with 7 stations experiencing multiple red light events) and 14 low pressure red lights (with 0 stations experiencing multiple red light events).

Red Light Emergency Call Work Orders Dashboard  
October 2023



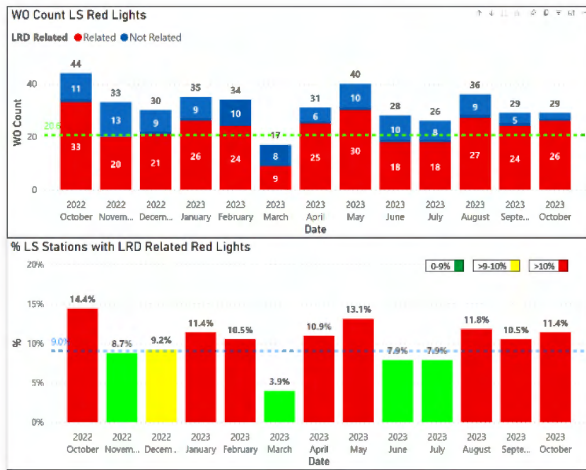
Red Light Emergency Call Work Orders Dashboard  
August 2023 through October 2023



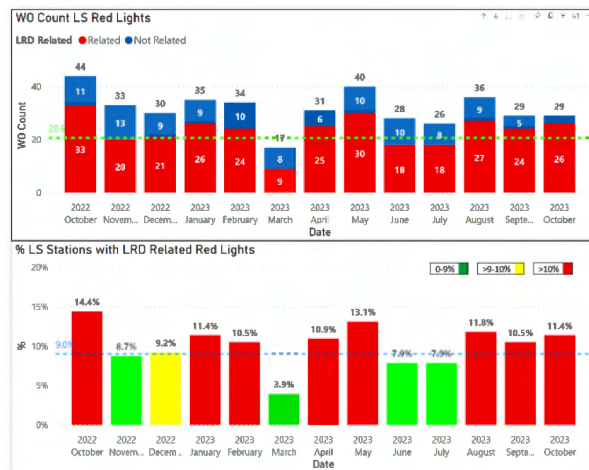
Work Order counts due to red lights exclude red lights due to FP&L power failure since staff have no mechanism to impact FP&L performance during inclement weather or other power outages. Staff continue to include FP&L power outages in the 3-month rolling average for repeat stations and work order counts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



Red Light Emergency Call Work Order Lift Station: Trend  
10/1/2022 through 10/31/2023

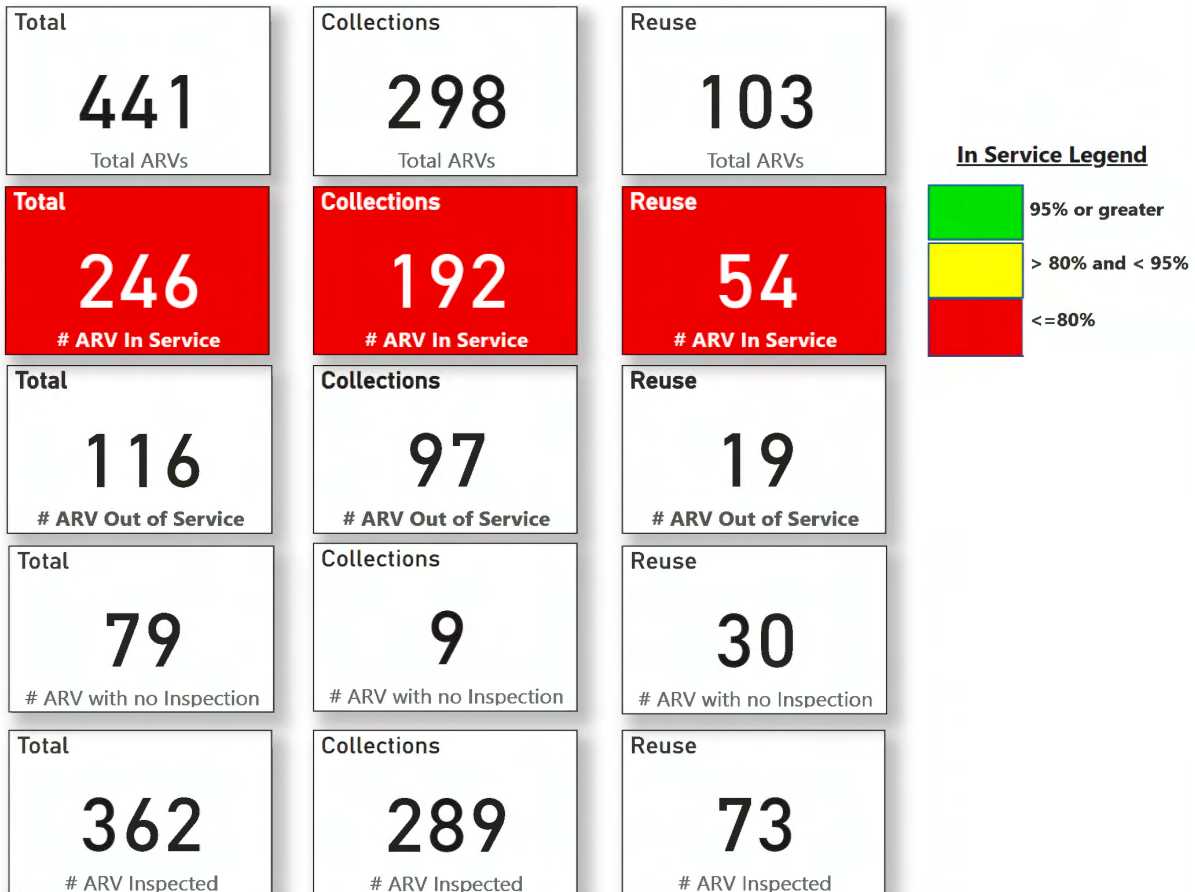


Red Light Emergency Call Work Order Lift Station: Trend  
10/1/2022 through 10/31/2023



### Air Release Valves (ARV):

## ARV Status Dashboard



## Wet Well Cleaning:

### Wet Well Cleaning Schedule: KPI

October 2023

6 # LS WW PM Monthly	1 # Wells	4 # Wells	1 # Wells	<b>Wet Well Cleaning Schedule Legend</b>  <div>Potential Under Cleaning</div> <div>Cleaning Schedule Ideal</div> <div>Potential Over Cleaning</div>
6 # PMs Completed				
2 # LS WW PM Bi-Monthly	1 # Wells	1 # Wells	0 # Wells	
2 # PMs Completed				
2 # LS WW PM Quarterly	2 # Wells	0 # Wells	0 # Wells	
2 # PMs Completed				
1 # LS WW PM Semi-Annually	0 # Wells	0 # Wells	1 # Wells	
1 # PMs Completed				
0 # LS WW PM Annually	0 # Wells	0 # Wells	0 # Wells	
0 # PMs Completed				
12 # PMs Completed	4 # Wells	5 # Wells	2 # Wells	

### UNAUTHORIZED DISCHARGES (fka SANITARY SEWER OVERFLOWS)

There were four (4) unauthorized discharges in the collection-transmission-distribution system this month.

On October 15, 2023, the District had an unauthorized discharge of 5 gallons of sewage from a private residence low-pressure system (LP0465-WW) located on SE Country Club Drive in Jupiter, FL. The unauthorized discharge was caused by a low-pressure panel main breaker trip. The unauthorized discharge was stopped by discontinuing use of water until breaker was turned back on. The unauthorized discharge was absorbed into the soil in the immediate area around the low-pressure system wet well. The affected area was disinfected with lime. No known storm drains or bodies of water were affected.

On October 19, 2023, the District had an unauthorized discharge of 1 gallon of sewage from an air release valve (LS114-VLA01) on Marcinski Road in Jupiter, FL. The unauthorized discharge was due to a failed air release valve seat. The unauthorized discharge was stopped by isolating the valve until repairs could be made. The unauthorized discharge was absorbed into the soil inside the unsealed ARV manhole. The affected area was disinfected with lime. No known storm drains or bodies of water were affected.

On October 20, 2023, the District had an unauthorized discharge of 25 gallons of sewage from a 4-inch force main (LS039-FM01) located on Barrow Island in Jupiter, FL. The unauthorized discharge was caused when liquid breached a containment area while clearing a blockage of the force main. The unauthorized discharge was stopped when the blockage was cleared. The unauthorized discharge was absorbed into the soil. A pre-staged LRD vacuum truck was used to excavate approximately 0.5 cubic yards of contaminated soil. There was no additional cleanup. No known storm drains or bodies of water were affected.

On October 28, 2023, the District had an unauthorized discharge of 70 gallons of sewage from a private residence low-pressure system (LP0605-V5) located on April Lane in Jupiter, FL. The unauthorized discharge was caused by a damaged brass pipe fitting. The unauthorized discharge was stopped by disabling and isolating the low-pressure system until repairs could be made. Some of the unauthorized discharge was absorbed into the soil in the immediate area. Approximately 25 gallons were recovered with a LRD Vacuum Truck. The affected area was disinfected with lime and cleaned with 150 gallons of potable water of which 150 gallons were recovered. No known storm drains or bodies of water were affected.

On October 30, 2023, the District had an unauthorized discharge of 20 gallons of reclaimed (irrigation quality) water from an air release valve (IQ515-VLA01) on SE County Line Road in Jupiter, FL. The unauthorized discharge was due to a failed air release valve seat. The unauthorized discharge was stopped by isolating the valve until repairs could be made. The unauthorized discharge was absorbed into the soil in the immediate area around the sealed ARV manhole. The affected area was disinfected with lime. No known storm drains or bodies of water were affected.



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

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

DATE: November 9, 2023

SUBJECT: October 2023 Operations Department Monthly Report

### Treatment Plant Division / Maintenance Department

Overall, the month of October was productive with all monthly reports prepared and submitted on time. Staff also prepared and submitted the Annual Reuse Report and Annual Pretreatment Report to Florida Department of Environmental Protection (FDEP). 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 trending higher when compared to the previous month. These increased flows are attributable to the seasonal influx of residents which typically occurs this time of year. The plant did not experience any unauthorized discharges during the month of October.



Dr. Matt H. Rostock  
CHAIRMAN

Kevin L. Baker  
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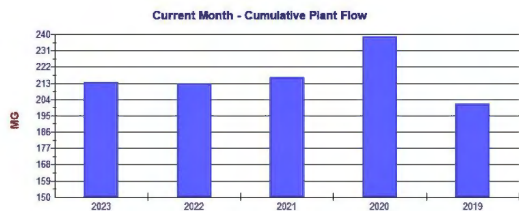
Stephen B. Rockoff  
BOARD MEMBER

Clinton R. Yerkes  
BOARD MEMBER

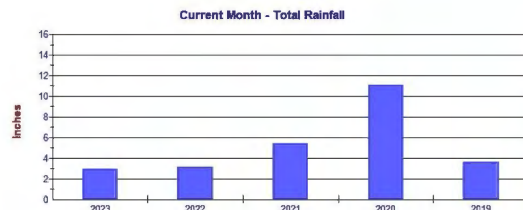
Water Reclamation – Environmental Education – River Restoration



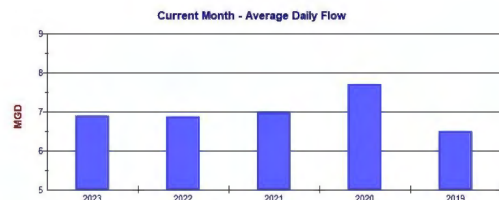
Graphical summaries of the plant flows and rainfall during the month of October, including comparisons with plant flows during the previous month (i.e., September 2023), are presented below.



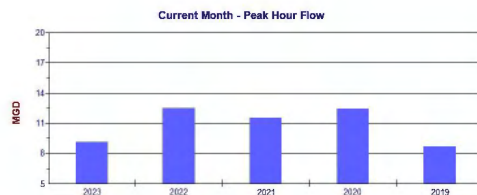
The Cumulative Influent Flow to the plant for the month of October was 213.76 million gallons. This is higher than the September flow of 199.67 million gallons.



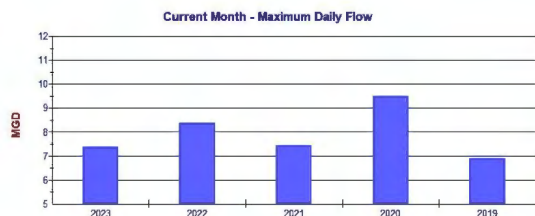
2.95 inches of total rainfall was recorded at the plant site during the month of October. This is significantly less than the September rainfall recorded of 9.02



The Average Daily Flow (ADF) for the month of October was recorded at 6.90 MGD compared to 6.66 MGD during the month of September and 6.87 MGD during October 2022.

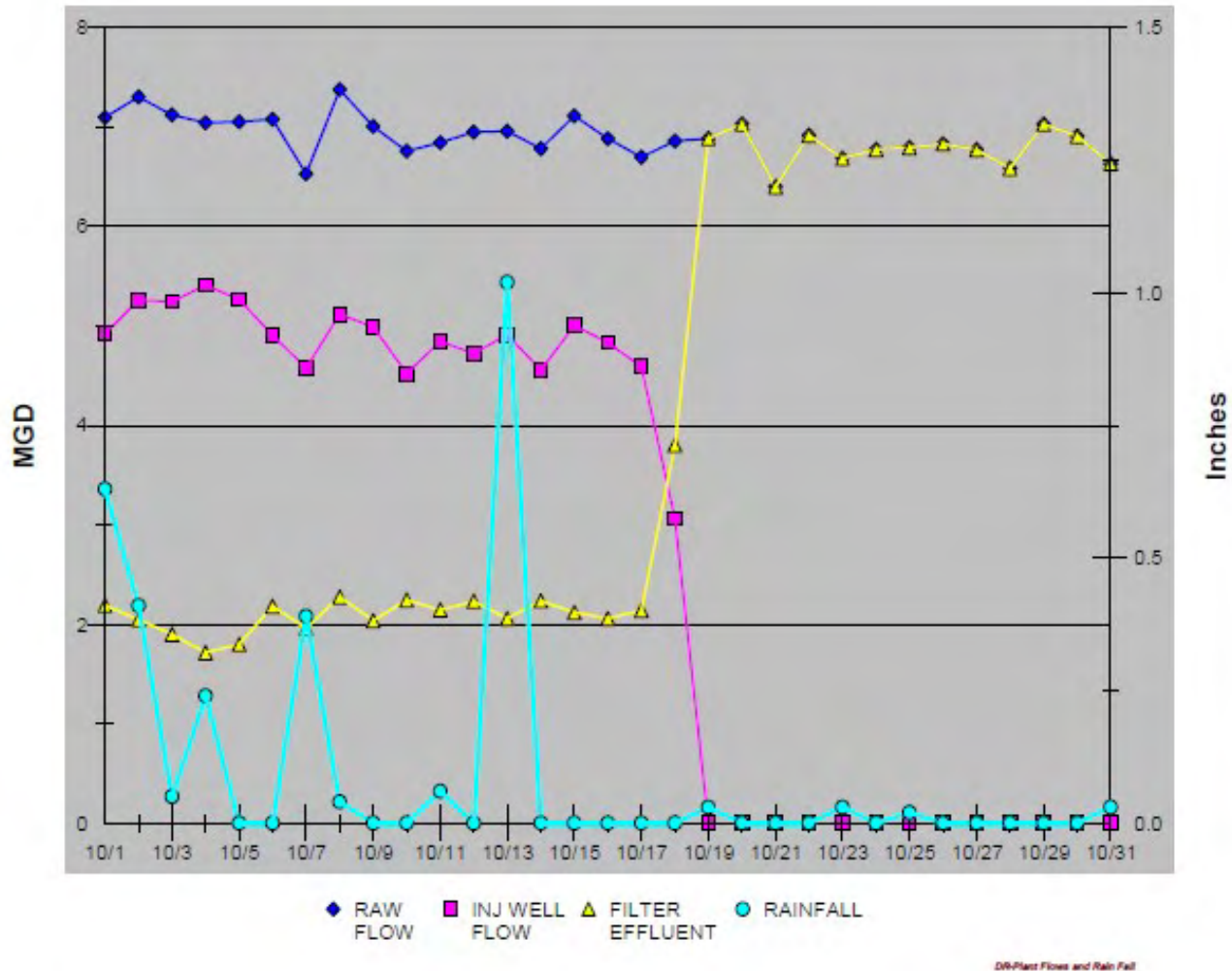


The Peak Hour Flow (PHF) for October was 6,347 GPM which equates to an equivalent daily rate of 9.14 MGD. This is roughly equivalent to the PHF for September of 6,166 GPM (8.88 MGD).



The Maximum Daily Flow (MDF) in October was 7.38 MGD. This is slightly higher than the MDF for September of 7.16 MGD.

For the month of October, 59.60% or 127.41 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 86.76 MG of blended effluent was diverted to the deep injection well for disposal. The plant delivered a total of approximately 175.71 million gallons of IQ water to the reuse customers during the month of October.



Year to date (i.e., Calendar Year 2023), approximately 78.49% of all influent flow to the plant was treated and available for reuse as IQ water. The total volume of IQ water distributed to reuse customers for the year stands at 1,949.62 million gallons.

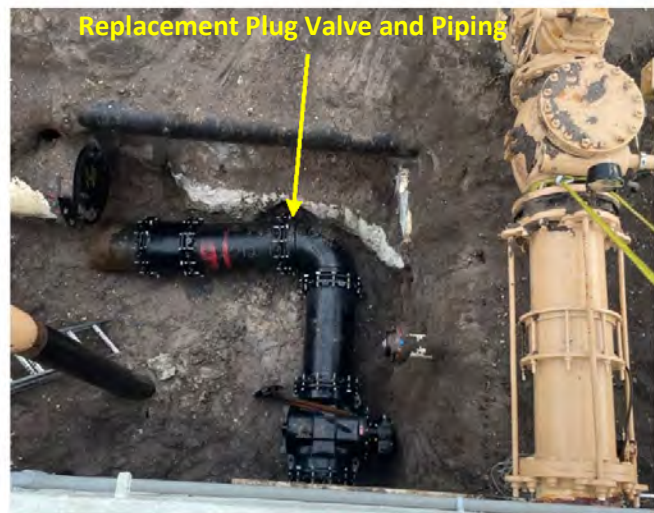
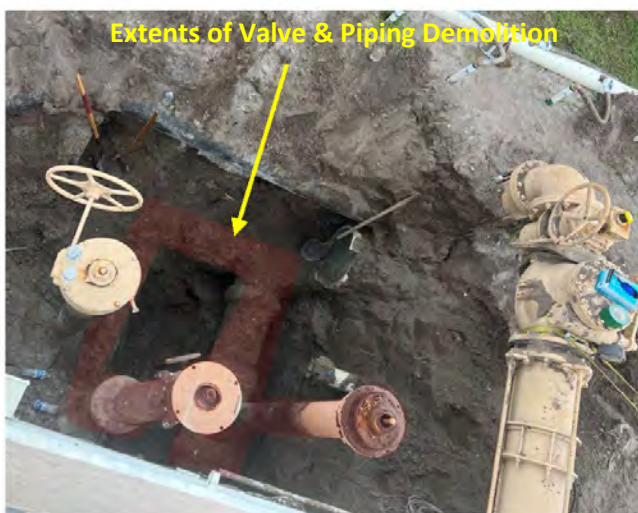
**All monthly reporting was submitted on time.**



## **Treatment Plant:**

Operations Staff continued to perform routine monitoring, sampling and general maintenance of equipment and structures. Staff also worked and/or provided operational assistance during the execution of various special and/or capital improvement projects. A few of the projects are discussed below.

During the month, Operations Staff worked closely with the District's Construction Team and on-call Contractor to complete the replacement of the 16-inch diameter plug valve located on the influent piping dedicated to the Clarifier No. 3 return activated sludge (RAS) wet well. The valve was previously determined to be inoperable in a partially open position. As a result, the flow of RAS from Clarifier No. 3 to the wet well was severely restricted which resulted in decreased performance and solid settling efficiency within the clarifier. As part of a previous inspection of the valve and piping, it was also determined that there was a significant amount of rags on the upstream side of the valve which was further restricting the flow. Prior to completing the work, District Staff completed a subsurface investigation to identify existing buried utilities in the vicinity of the work which would need to be negotiated during the excavation required as part of the valve replacement. This information, which included a list of utilities, sizes and dimensional data, was provided to the Contractor prior to mobilizing to the site. Once onsite the Contractor worked in a systematic manner to carefully excavate and expose the valve for replacement. All accumulated rags within the piping were removed and properly disposed of. Due to the depth of the piping, the Contractor needed to dewater to lower the groundwater elevation to facilitate completion of the work in the dry. During the completion of the work, Staff also directed the Contractor to remove an unused flushing connection which was no longer needed.



**Clarifier No. 3 – RAS Wet Well Influent Valve Replacement**

This past month, the Operations Team also worked with the Maintenance Team to replace the existing clamp-on type ultrasonic flow meter dedicated to the grit removal system with an inline magnetic type flow meter. The existing ultrasonic meter was serviceable but required significantly more maintenance to ensure that accuracy of the unit was maintained over time. This is because clamp-on type meters require an isolation material between the sensor and the piping to which its affixed to transmit the sound waves emitted for flow measurement. Over time this material degrades and needs to be replaced which requires the meter to be removed, reset, and recalibrated. Ultrasonic type meters of this nature are also not ideal for measuring fluids with suspended solids, debris or air bubbles since these conditions can interrupt the sound signal. Further, these types of meters are very susceptible to errors due to temperature variations of the piping system and fluid media. In contrast, inline magnetic type meters generate a magnetic field which are more suitable for use in applications with solids since there are no moving parts. Magnetic meters generate a magnetic field and as water (or any other conductive fluid in alternate type applications) moves through the field, electrically charged ions accumulate with positive ions on one side of the meter housing and negative ions on the other side. The resulting change in voltage within the fluid is directly proportional to the fluid velocity in the piping. Magnetic meters are also not affected by temperature, pressure or viscosity. Magnetic meters have inaccuracies of only  $\pm 0.5\%$ . In comparison, ultrasonic clamp-on meters have relatively higher inaccuracies of  $\pm 1$  to  $2\%$ . Upon installation of the inline meter unit, Staff was able to program the new transmitter unit in-house and integrate the flow signals into the plant SCADA system.



**Grit Flow Meter – Inline Magnetic Tube**



**Grit Flow Meter –Transmitter Unit**



### **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.

Last month, while removing excess vegetation from within the stabilization ponds, Staff discovered that the existing base support for the discharge piping for the north canal pump had failed causing the piping to break and fall into the base of the pond bank. The piping originates at the outlet of the north canal pump and discharges into the north side of Stabilization Pond No. 1. After reviewing and identifying the root cause of the failure, the Maintenance Team developed a plan to mitigate a similar failure from occurring in the future. The plan implemented, included the design and construction of cast-in-place concrete base support and the stabilization of the pond bank, using ArmorLoc interlocking blocks where the piping discharges to prevent erosion and wash-out of the pond bank.



**North Canal Pump - Discharge Piping and Support Failure**



**North Canal Pump - Discharge Piping and Support Repair**



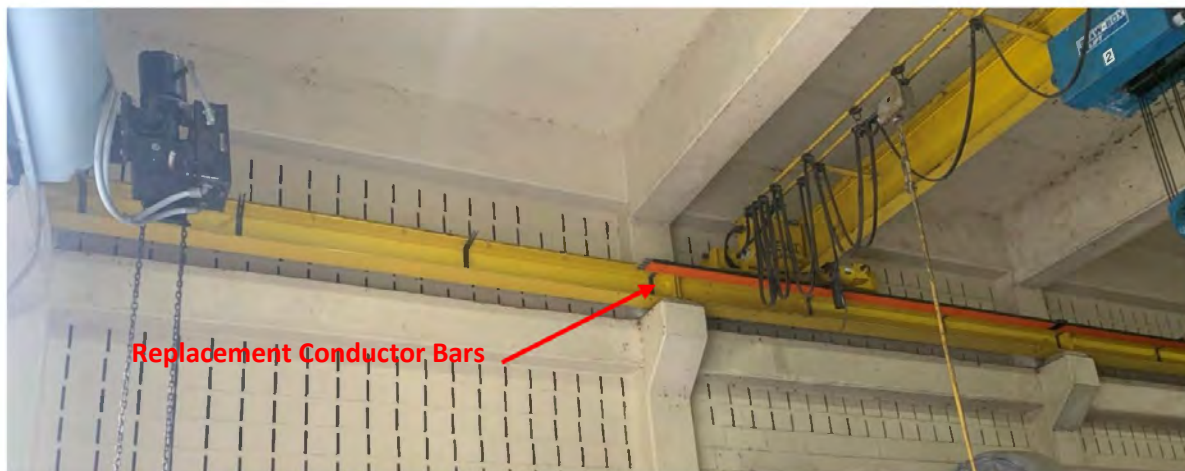
A close-up photograph of a piping assembly. The assembly includes a horizontal pipe section with a brass check valve in the center. To the left of the check valve is a black PVC pipe, and to the right is a 316 stainless steel (SS) pipe. The 316 SS pipe turns 90 degrees downward into a large, grey, bolted flange, which is identified as a brass ball valve. Red arrows and text labels point to these components: 'PVC' points to the left pipe, '316 SS' points to the right pipe, 'Brass Check Valve' points to the central valve, and 'Brass Ball Valve' points to the flange at the bottom.

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Lastly, the Maintenance Team worked with the manufacturer's authorized service representative to complete needed repairs to the overhead bridge crane located in the blower building. To ensure proper performance and to extend the service life of the overhead cranes and hoists, each of the overhead lifting systems are inspected and serviced annually. During the most recent inspection performed, the manufacturer's service technician discovered that the conductor bars on the blower building crane had moderate corrosion and wear and were nearing the end of their useful life. Conductor bars are the most common method for electrifying overhead cranes and their associated lifting hoists. These systems generally consist of four linear, rigid bars, which include three "live" phases and one ground bar. The conductor bars are electrified, and power is transferred from the bars using a collector system with sliding shoes which transfer power to the trolley and hoisting system. The conductor bars are equipped with an insulated covers which mitigates most of the safety hazards associated with potential exposure to the bars. The conductor bars were replaced, and the overhead bridge crane returned to service without incident.



**Four (4) Conductor Bar System**



**Blower Building - Overhead Bridge Crane**



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D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

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## MEMORANDUM

TO: Albrey Arrington, Ph.D., Executive Director  
FROM: Bud Howard, Director of Information Services  
DATE: November 8, 2023  
SUBJECT: Information Services Monthly Governing Board Update for October 2023

### WildPine Ecological Laboratory Riverkeeper Project

In October, the lab staff and our partners collected 157 water quality samples from 33 monitoring stations throughout the watershed. A total of 58 fecal indicator bacteria samples were analysed 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 October 2023 was "Fair" with 67% of all samples meeting the EPA/DEP water quality criteria. This was down from last month's score of 78% and last year's score of 71% for October (see score card below). The score this month was mainly driven by low chlorophyll and phosphorus scores.

For the core parameters, *Total Nitrogen* scored "Good" during October with 88% of sites meeting the water quality criteria. This was down from last month's score of 92% and last year's October score of 100%. *Total Phosphorus* results scored "Poor" with only 48% of sites meeting the water quality criteria, which was a significant drop from last month's score of 80% and worse than last year's October score of 73%. *Chlorophyll* results scored "Fair" again for October, with only 39% of sites meeting the water quality criteria, down from last month's 52%, and similar to last year's score of 40%. For the combined *Fecal Indicator Bacteria* (fecal coliforms in all waters, enterococci in marine and brackish waters and *E. coli* in fresh waters), October results scored "Good" with an 81%, similar to last month's score of 82%, and better than last year's score of 71%.

Interestingly, the 10 monthly upstream-to-downstream river stations reported on the Executive Dashboard, scored lower than we typically observe, particularly at the downstream stations. Over the past 15 years the State's water quality standards for bacteria have evolved with specific bacteria groups and concentrations for different river segments based on salinity, but our monthly fecal coliform reporting is still scored to historical criteria. Because of the occasional contradictions between the present and historical criteria, particularly evident this month, we will reevaluate the water quality bacteria criteria for the Executive Dashboard.

Dr. Matt H. Rostock  
CHAIRMAN

Kevin L. Baker  
BOARD MEMBER

Gordon M. Boggie  
BOARD MEMBER

Stephen B. Rockoff  
BOARD MEMBER

Clinton R. Yerkes  
BOARD MEMBER



10/1/2022

10/31/2023

## 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

October  
202367%  
Overall157  
Total Samples

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

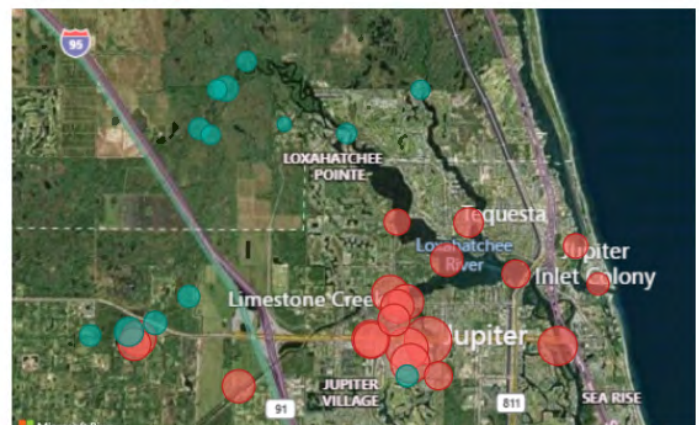
Year	Month	# Samples	Overall Score	# TN Samples	Total Nitrogen Percent Good	# TP Samples	Total Phosphorus Percent Good	# CLA Samples	Chlorophyll Percent Good	# BAC Samples	Bacteria Percent Good
2023	October	157	67%	33	88%	33	48%	33	39%	58	81%
2023	September	132	78%	25	92%	25	80%	25	52%	57	82%
2023	August	193	83%	35	97%	35	80%	35	63%	88	86%
2023	July	165	78%	32	97%	32	72%	32	44%	69	87%
2023	June	144	74%	25	92%	25	68%	25	48%	69	80%
2023	May	173	80%	30	87%	30	80%	30	60%	83	84%
2023	April	157	76%	30	100%	30	80%	30	43%	67	79%
2023	March	125	89%	19	100%	19	100%	19	74%	68	87%
2023	February	159	88%	28	93%	28	96%	28	75%	75	88%
2023	January	160	85%	30	100%	30	90%	30	53%	70	90%
2022	December	164	75%	29	93%	29	86%	29	76%	77	64%
2022	November	120	77%	18	100%	18	83%	18	56%	66	74%
2022	October	160	71%	30	100%	30	73%	30	40%	70	71%
Total		2009	78%	364	95%	364	79%	364	55%	917	81%

## Spatial Distribution of Water Quality Results

In October, *Chlorophyll* results met the water quality criteria at 13 of 20 sites. The stations with the most exceedances were in the in Jones Creek study stations, and throughout the marine/brackish water areas that have stricter chlorophyll criteria. Five out of six Jones Creek stations scored "poor" with the Indiantown Road (Station 75) site having the highest concentration of all sites tested this month at 78 µg/L in October, 14 times higher than the stringent FDEP water quality criteria of 5.5 µg/L. The other Jones Creek stations had chlorophyll results ranging from 57 µg/L at Delaware (DEL) to 15 µg/L at Toney Penna Footbridge (TPJ). Warm water temperatures are likely contributing to the algae growth in these downstream areas.

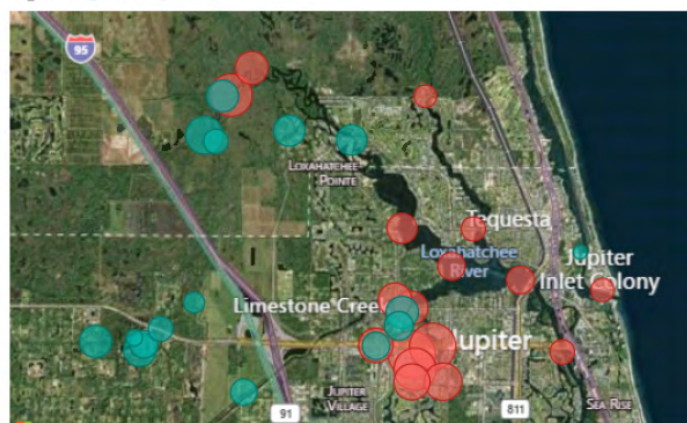
Chlorophyll a (µg/L)

CHL\_Score ● GOOD ● POOR



Total Phosphorus (mg/L)

TP\_Score ● GOOD ● POOR

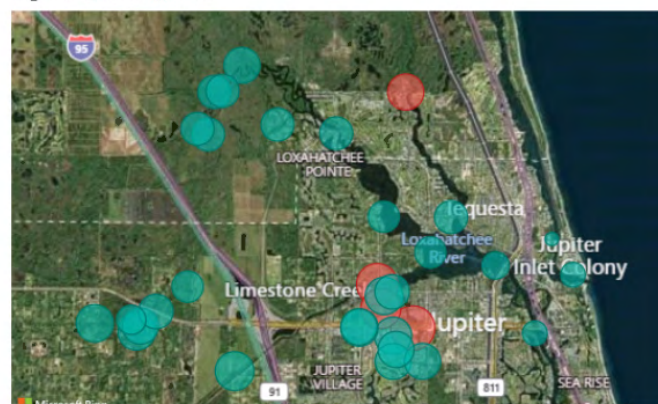


Grove Ditch (HGD), a tributary into the Northwest Fork that drains an agricultural area, at 0.15 mg/L. Interestingly, in October 2020 phosphorus scores also scored “Fair” with 48% of the stations exceeding the water quality criteria. This begs the question if these results could be related to fertilizer ordinances that run June 1 through September 30.

In better news, *Total Nitrogen* scored “good” at 29 out of 33 sites in October. Three of the “poor” scoring stations were in the Southwest Fork and one was in the North Fork. Indiantown Road Bridge (Station 75) had the highest amount of nitrogen at 1.7 mg/L. Sims Creek had two stations scoring “poor”. The mobile home neighbourhood (Station 735) and Loxahatchee River Road Bridge (Station 72) were 1.3 and 1.4 mg/L, just over the state water quality standard of 1.3 mg/L for these brackish water areas. Countyline Road Bridge over the North Fork (Station 55) was 1.0 mg/L which scored poor for that segment of the river.

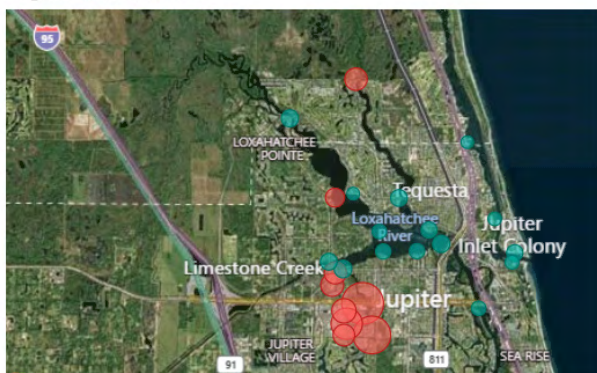
Total Nitrogen (mg/L)

TN\_Score ● GOOD ● POOR



Enterococci Bacteria - Criteria: 130 MPN/100mL

ENT\_Score ● GOOD ● POOR



October. The Caloosahatchee Culvert (CALC) was third highest at 1,076 MPN/100 mL which, like TPJ, also had a large drop in concentration from 3,255 MPN/100 mL from last month.

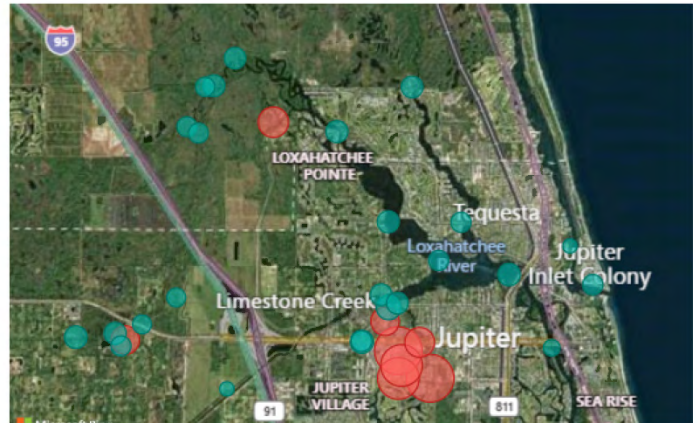
The overall *Fecal Indicator Bacteria* result scored “good” at 47 of 58 sites in October. For Enterococci bacteria (see map left), the preferred indicator bacteria for salt and brackish waters, nine stations scored “poor” when compared to the water quality standard of 130 MPN/100 mL. Seven “poor” scoring stations were sampled in Jones and Sims Creeks, with the highest concentration of 2,603 MPN/100 mL at the Indiantown Road Bridge (Station 75) in Jones Creek, which was double the concentration we measured in September. In contrast, the Toney Penna Footbridge (TPJ) site had a significant drop in concentrations from 8,664 MPN/100 mL in September to 1,918 MPN/100 mL in



Fecal Coliform Bacteria - Criteria: 800 MPN/100mL

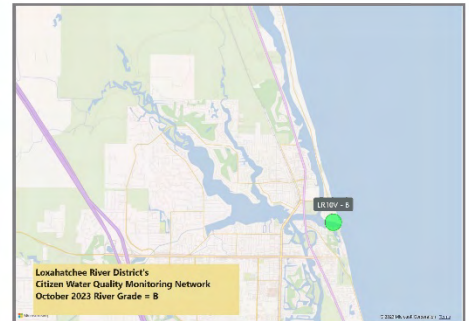
FC\_Score ● GOOD ● POOR

Fecal Coliform bacteria results for October, eight stations scored “poor” when compared to the less stringent Class II water quality standard of 800 MPN/100 mL (map right). The Toney Penna Footbridge (TPJ) and Delaware (DEL) sites had the highest fecal concentrations, both at 7,701 MPN/100 mL. Caloosahatchee Culvert (CALC) and Jones Creek Upper (JCU) were next highest at 5,172 MPN/100 mL. Conditions at the Rivers Edge site (Station 107) declined from 860 to 1,789 MPN/100 mL.



## Volunteer Water Quality

This month the weekly Volunteer Water Quality monitoring grade is again only represented by a single site at Jupiter Inlet, however our volunteer from The Blowing Rocks Preserve will be back soon. The Volunteer Water Quality Grade for October at the inlet was a low “B”, with the weekly results indicating that poor water *clarity*, an ongoing issue since the beach restoration work over two years ago, and dissolved oxygen readings were slightly lower than normal.



	Averaged results for the Month							Monthly Cumulative Grades						Monthly
Site	Temp (°C)	Secchi	Salinity	pH	DO	DO%	Color	Vis	Salt	pH	DO	DO%	Color	Grade
LR10V	27.0	1.55	32.9	8.2	6.2	94.0	1.0	C	A	A	B	B	A	B

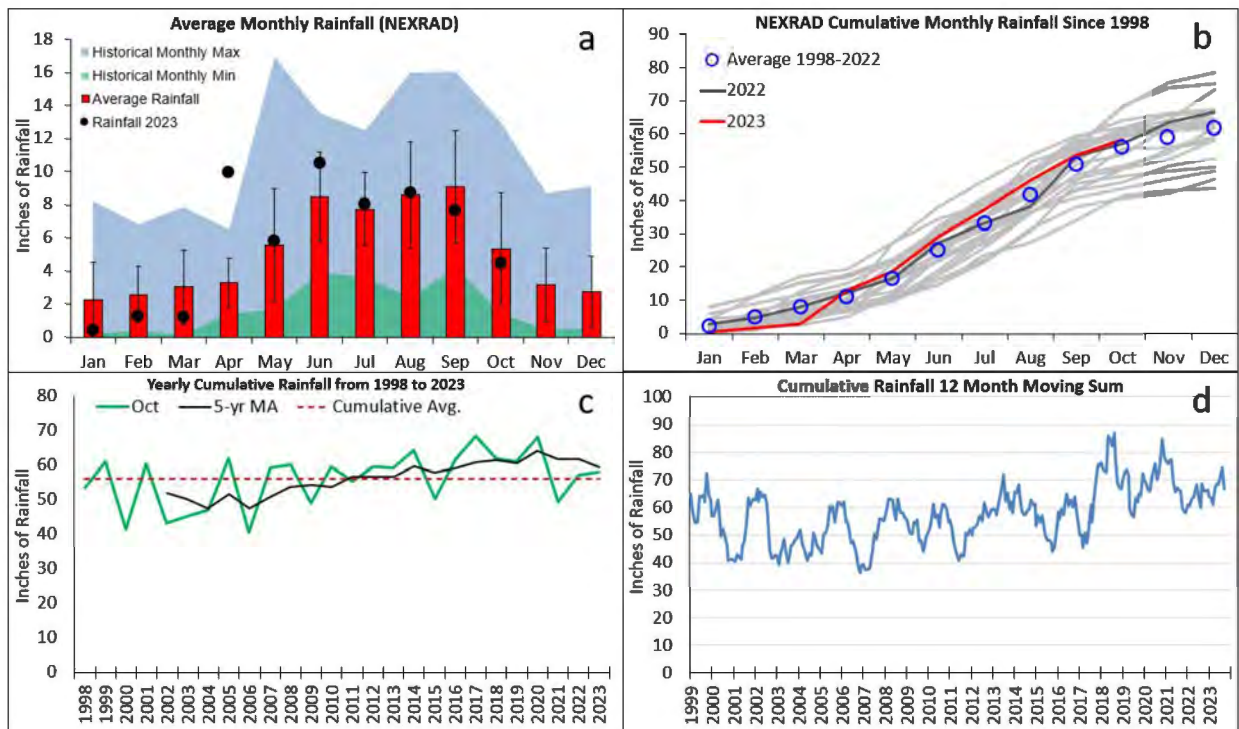
VAB (Visible at Bottom)

DO (Dissolved Oxygen)

ND (No Data)

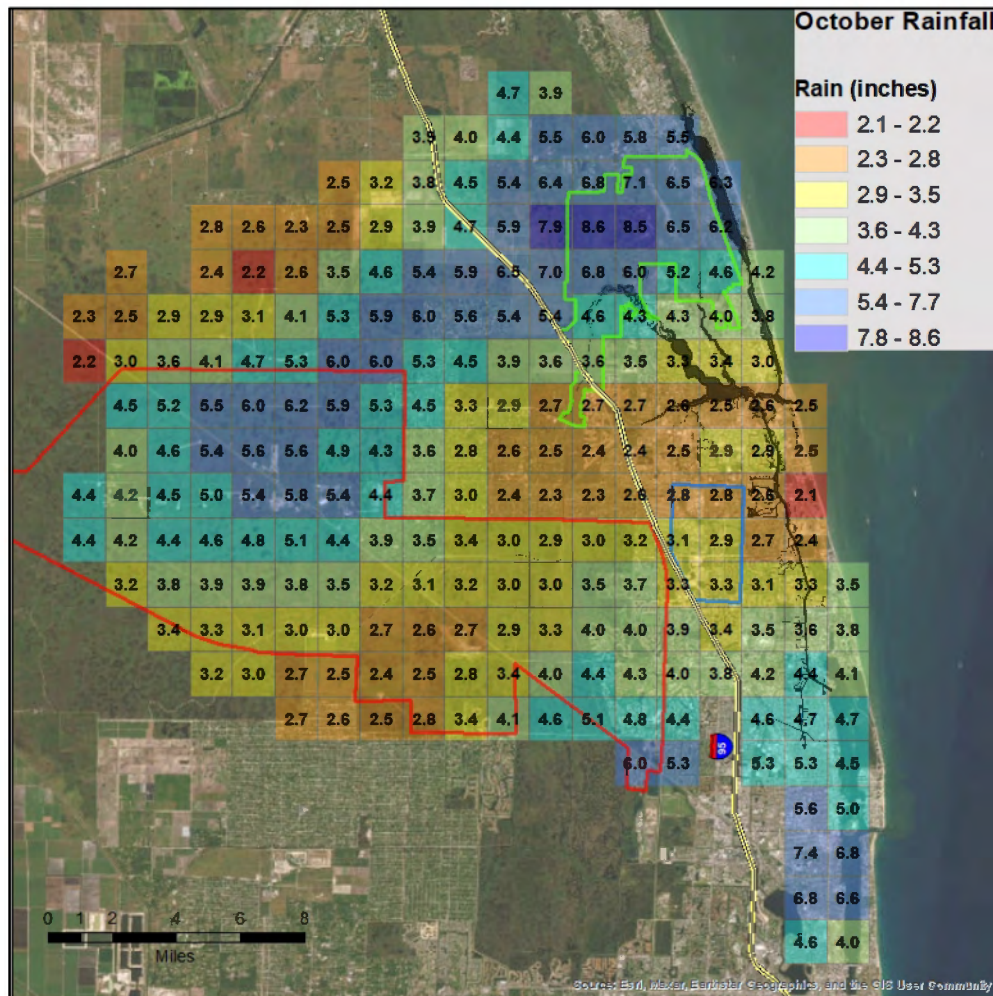
## Hydrologic Monitoring

Rainfall across the watershed during October totaled 4.5", which was about 16% below the historical monthly average of 5.4" making this the second consecutive month of below average rainfall (panel 'a' in figure below). Rain was detected within the watershed during 21 of the 31 days of October with the highest single day total of 1.1" occurring on October 2. Annual cumulative rainfall through October was 58.2", which is about 4% above the 56.0" average for the period (panel 'b' in figure below). Yearly cumulative trends indicate that annual rainfall through October has returned to near-average levels following years-long trend of increasing rainfall for the period (panel "c" below). The 12-month moving sum through October was 67.5", slightly above the 66.0" sum from one year ago (panel "d" below). The generalized long-term trend indicator in panel "d" below shows that total rainfall within the watershed has generally shifted upward since around 2017.



Figures above display various measures of rainfall. Panel (a) shows average monthly rainfall from 1998 to 2022 (red bars; error bars indicate  $\pm 1$  sd). Black dots indicate monthly rainfall for the current year. 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 2023; dark grey line indicates rainfall during 2022. Blue circles are monthly cumulative average rainfall measured between 1998-2022. 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 2.1” in the driest regions to about 8.6” in the wettest regions (figure below). In general, the driest regions of the watershed encompassed much of the urbanized portions of Jupiter and Abacoa (yellow/orange/red cells below) while the wettest regions of the watershed include a band running from Jonathan Dickinson State Park southwest to the Pratt & Whitney facility (blue/purple cells below).

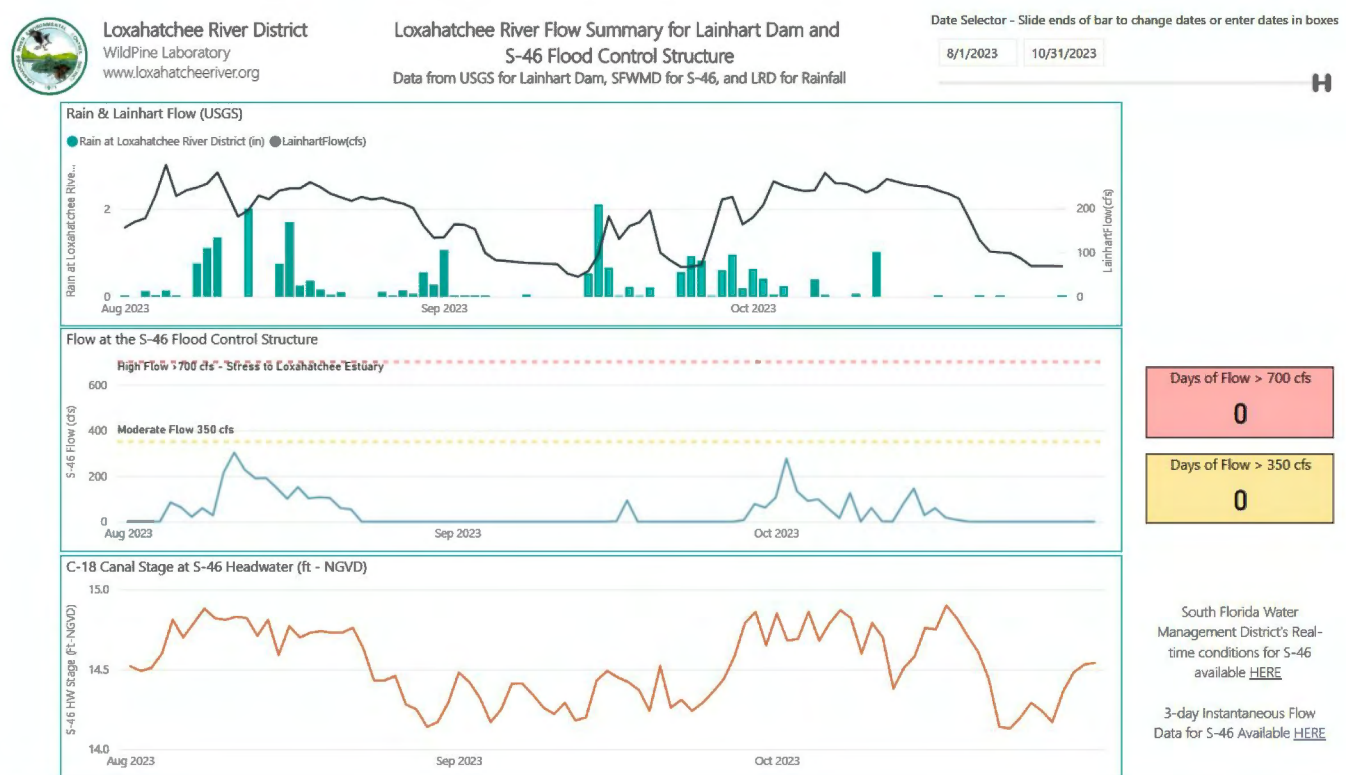


*Rainfall distribution across the watershed using NEXRAD data. Each pixel represents an area of 2 km x 2 km. Blue colored pixels show highest rainfall and red pixels show lowest rainfall. For reference, the red line is the C-18 basin which includes portions of J.W. Corbett WMA, Loxahatchee Slough, and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



## River Flows

River flow in the Northwest Fork measured at Lainhart Dam was significant throughout much of October, ranging between 69 to 279 cfs with a daily average of 196 cfs (top chart in panel below); higher than the 45 to 225 cfs range measured during the previous month. Peak flow during October occurred mid-month that corresponded with a rain event, but declined through the duration of the month as rain subsided. Late season rainfall also led to modest releases from the S-46 flood control structure in the Southwest Fork where average daily flow was 42 cfs with a momentary peak flow on October 2 of 276 cfs; still below the 350 cfs “Moderate Flow” threshold (center chart in panel below). Our research suggests that by keeping flow at the S-46 water control structure below the 350 cfs “Moderate Flow” threshold that estuarine habitats experience minimal stress. Water levels in the C-18 (lower chart below) decreased in response to the nominal flood control releases into the Southwest Fork.



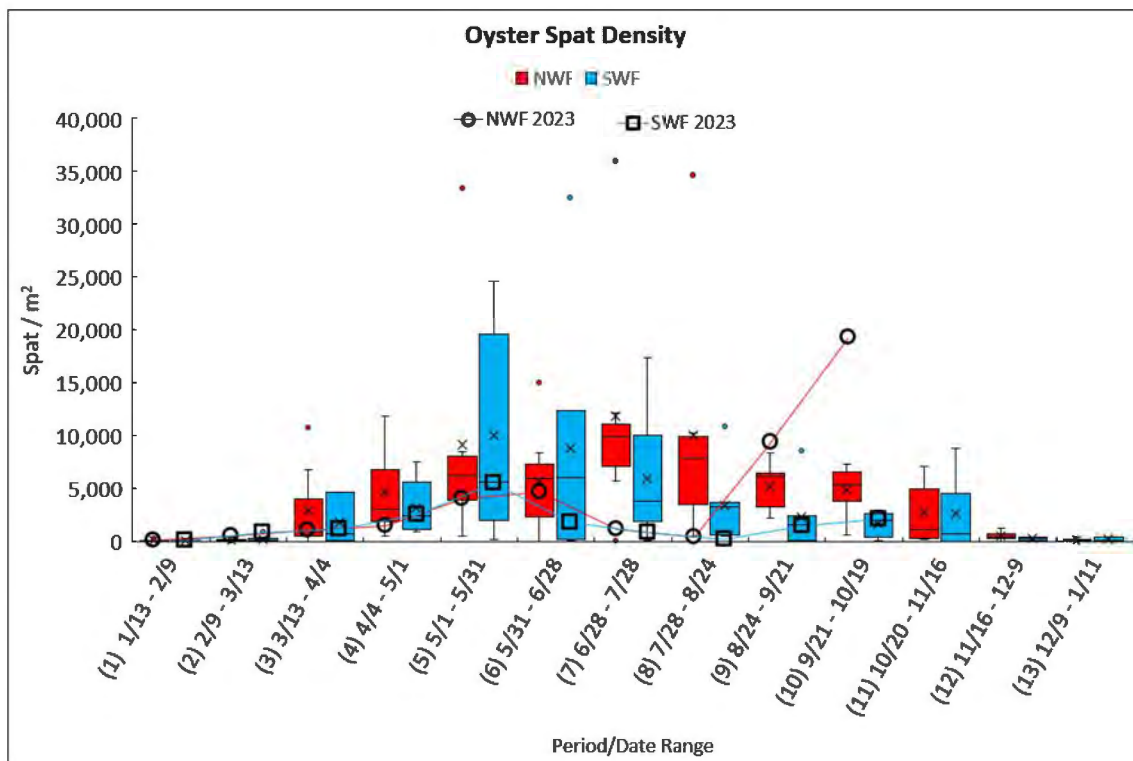
*Loxahatchee River Flow Summary for Lainhart Dam and S-46 Flood Control Structure, August 1, 2023 through October 31, 2023. Top chart shows daily rainfall (inches) (green bars) measured at the Loxahatchee River District (2500 Jupiter Rd.) in the Northwest Fork (black line) and Southwest Fork (blue line) of the Loxahatchee River between Lainhart Dam. The “X” indicates period mean. Also shown are the 2023 period means for both the Northwest Fork (circle/red line) and Southwest Fork (square/blue line). The middle chart shows the flows (cfs) at the S-46 flood control structure relative to estuary stress thresholds of 350 and 700 cfs established by LRD. The bottom chart shows the water stage (ft-NGVD) in the C-18 Canal. Data from USGS and SFWMD. Updated chart available at [loxahatcheeriver.org/river](http://loxahatcheeriver.org/river) under MFL and page 4 of the visualization.*



## Oyster Spat Monitoring

Oyster spat settlement evaluation for the 28-day period ending October 19 showed mixed activity in each fork of the river. In the Northwest Fork, where settlement activity was highest, average spat density was 19,291 spat/m<sup>2</sup> with 65% of the activity occurring at the downstream site. This density is not only higher than the period average of 5,074 spat/m<sup>2</sup>, but also by far the highest density ever observed in the Northwest Fork during this period and is the second consecutive period with much higher than average spat density (circles/red line in figure below). Note that we now present current data superimposed over a box and whisker plot to help contextually visualize current density against the distribution of historical observations.

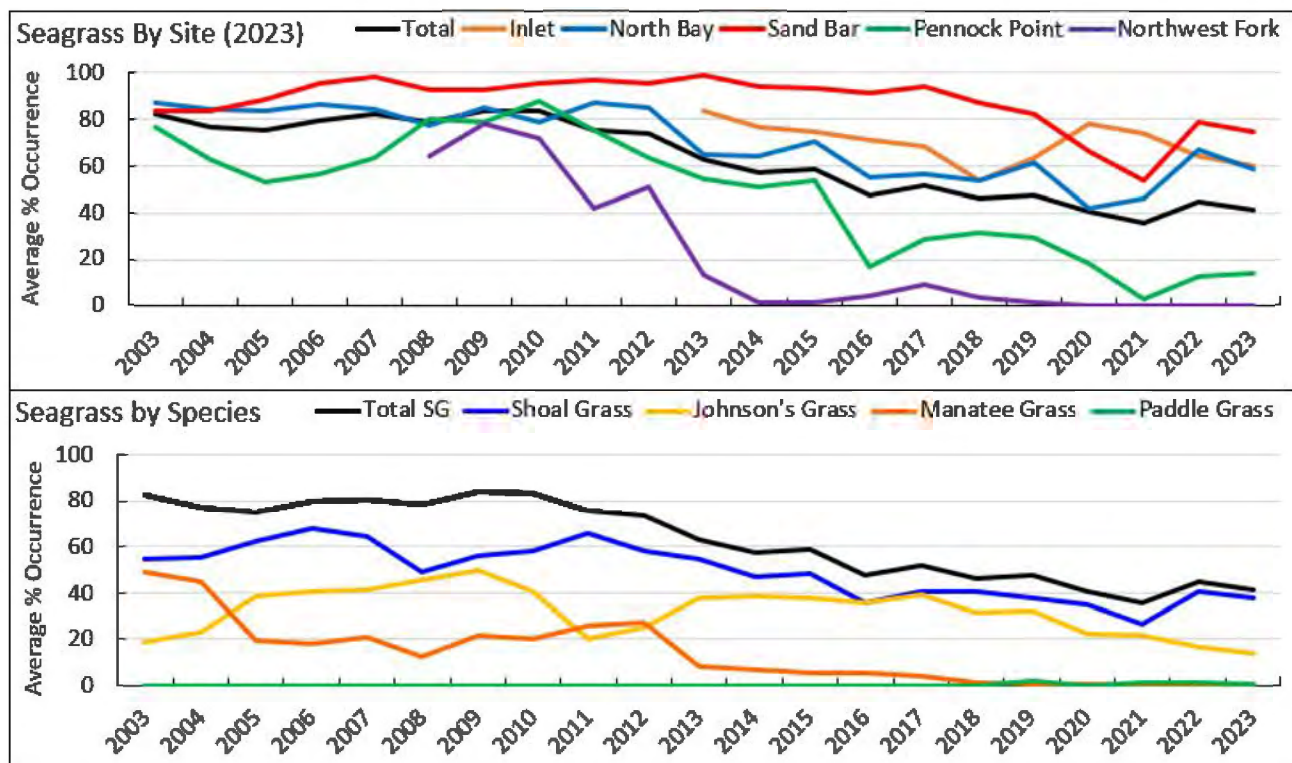
Oyster spat settlement in the Southwest Fork also experienced an increase in settlement activity, albeit modest by comparison to the Northwest Fork, at 2,143 spat/m<sup>2</sup>, but higher than the previous period of 1,406 spat/m<sup>2</sup> and slightly higher than the period average of 1,833 spat/m<sup>2</sup>. Like in the Northwest Fork, settlement in the Southwest Fork has experienced its second consecutive average density increase. This also suggests a possible return to the bimodal seasonal settlement pattern that we observed prior to 2016 with settlement peaks in spring and fall and a slight decline during summer.



Box and whisker plot showing interquartile range of oyster spat density (spat / m<sup>2</sup>) for each period in the Northwest Fork (red) and Southwest Fork (blue) of the Loxahatchee River between 2016-2022. The "X" indicates period mean. Also shown are the 2023 period means for both the Northwest Fork (circle/red line) and Southwest Fork (square/blue line).

## Seagrass Monitoring

The Laboratory Staff completed the bi-monthly seagrass monitoring for October which concludes the 20<sup>th</sup> year of uninterrupted monitoring of this critical ecosystem component. The findings again this year remain cautiously optimistic as seagrass throughout the estuary appears to have stopped the steady decline that was observed from 2012 to 2021. The summation of the results presented here are the combined average percent occurrence from the April, June, August, and October monitoring. Seagrass occurrence remained relatively unchanged from the 2022 season with only negligible changes among the five monitoring sites (the Hobe Sound site discussed below). The overall total seagrass average percent occurrence declined slightly to 41% in 2023 compared to 45% in 2022. This slight decline was driven by the three downstream sites including North Bay, Sand Bar, and Inlet that experienced modest declines compared to last year. North Bay had the largest decline going from 67% average occurrence last year to 59% this year (top panel of figure below). Sand Bar and Inlet sites both experienced approximately 5% declines from 2022 going from 79% to 74% and from 64% to 60%. The Pennock Point site was steady at 13% average occurrence in 2022 to 14% this year. While seagrass continues to appear absent at the Northwest Fork site, there were a couple of encouraging observations made during the summer. On two separate visits to the site, shoal grass and Johnson's seagrass was spotted within the monitoring site but outside of the random sampling points. Both species were once abundant at this site.



Figures above show average percent occurrence of seagrass by site (TOP) and by species (BOTTOM) for the combined months of April, June, August, and October of each year beginning in 2003. The North Bay, Sand Bar, and Pennock Point sites include data back to 2003 when monitoring commenced. Northwest Fork (purple) and Inlet (orange) were added to the monitoring program later as indicated.

Currently, two species of seagrass make up the majority of the seagrass community in the Loxahatchee River Estuary - Shoal Grass and Johnson's Seagrass. Of these, Shoal grass is the most abundant (highest percent occurrence) and widespread (found at all sites) seagrass in the estuary. Despite this year's slight decrease in percent occurrence, Shoal Grass has shown a slight overall increase in recent years following a persistent decline since about 2012 (lower panel in above figure). In contrast, the recently delisted and renamed Johnson's seagrass (*Halophila ovalis*, formerly *H. johnsonii*), continues to show a steady decline throughout the estuary. Manatee Grass, once abundant at the Sand Bar and North Bay sites, and occasionally present at the Inlet site, is now only present at the North Bay site with an average occurrence of less than 1% since 2019. The diminutive Paddle Grass, a close relative to Johnson's seagrass, continues to be present throughout the downstream sites with an average occurrence of 1% for 2023. Paddle grass has been observed at the downstream sites in recent years following many years of not being detected in the data. Turtle Grass, once present at both the North Bay and Sand Bar site, remains absent.

### Seagrass Monitoring - Hobe Sound Site

The Hobe Sound seagrass site is located approximately 5 miles north of the Jupiter Inlet along the western shoreline of the intracoastal waterway. The laboratory began monitoring seagrass at this site in 2005 as a reference site so that comparisons could be made to the river estuary sites since it was well outside the influence of freshwater river flows. Monitoring here concluded in 2015 so that monitoring efforts could focus more on the river estuary. Monitoring resumed at this site in 2021 after observing a near complete loss of seagrass following a reconnaissance site visit. Since 2021 we monitor this site once per year during October and this year the findings are encouraging. Percent occurrence for total seagrass presence this year was 34%, more than double the 14% observed in 2022 and nearly five times the 7% observed in 2021 (figure below). The most abundant seagrass was Shoal Grass at 33% occurrence followed distantly by Paddle Grass at 4%. Manatee Grass, once among the most abundant seagrasses at this site, was sparse at less than 1%. It is unknown what caused seagrass to nearly disappear from this site, especially considering the absence of freshwater flows good water quality, but the rapid recovery is encouraging.

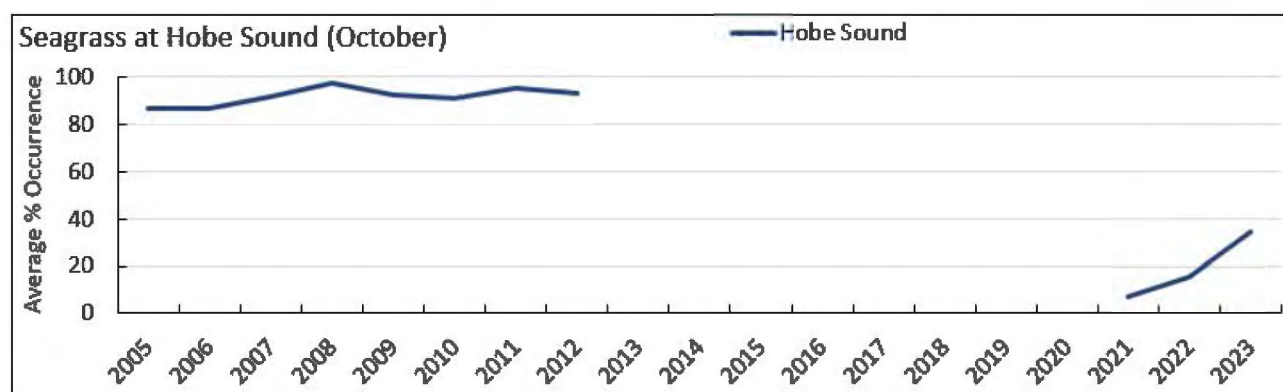
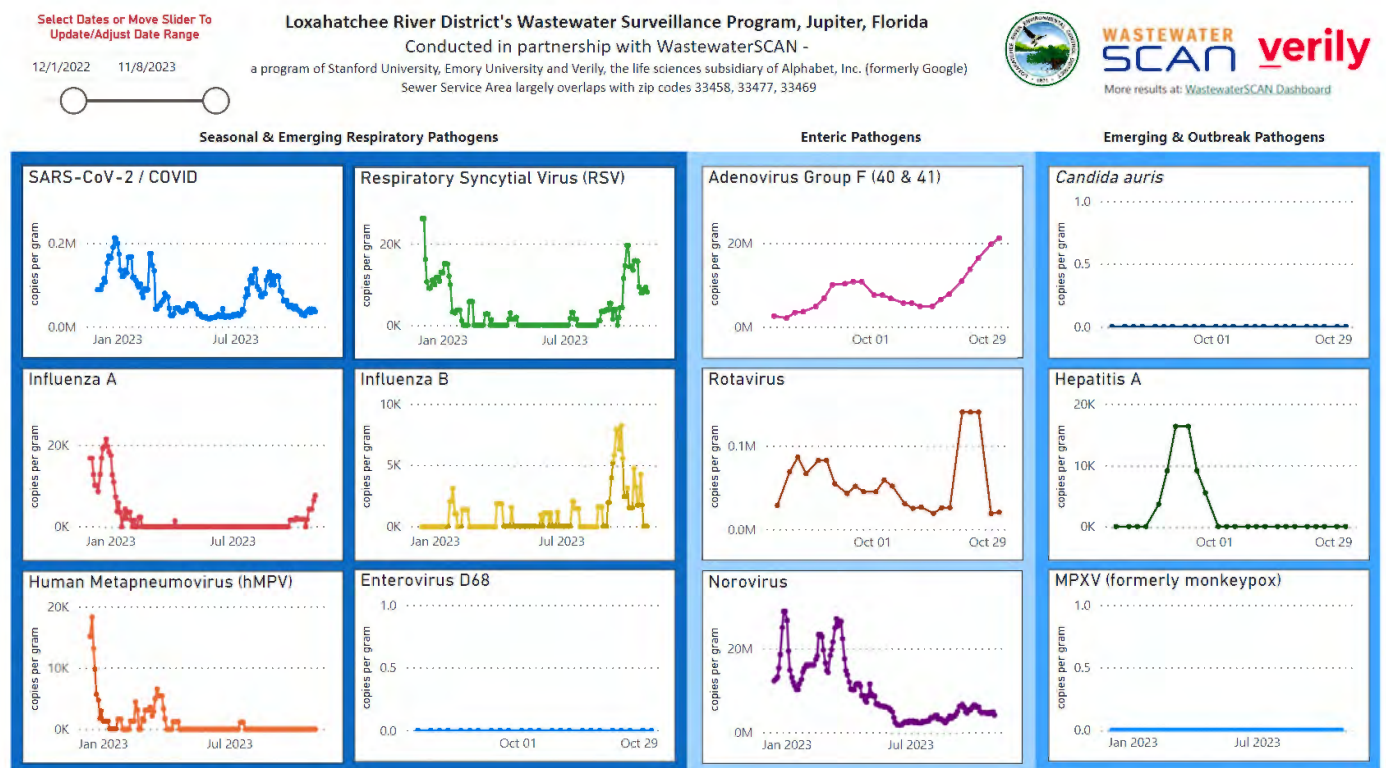


Figure above shows average percent occurrence of total seagrass at the Hobe Sound site during October of each year beginning in 2005 when monitoring at this site commenced. The gap between 2012 and 2020 indicate years in which monitoring at this site was halted.

## Wastewater Surveillance of COVID-19

The District's Wastewater Surveillance program now features 12 pathogens on the WastewaterSCAN section of our web page. Adenovirus Group F, a common cause of gastroenteritis and diarrhoea in children, has been on the rise, following increases in RSV, Influenza B, and Rotavirus.

In September, the National Wastewater Surveillance monitoring program contract through the CDC was awarded to Verily/WastewaterSCAN. Biobot, the former contract holder, has challenged the award. Biobot continues to provide us with once per week testing for Covid at no cost to the District.





## Customer Service

### Payment Processing

The distribution of our 4<sup>th</sup> Quarter bills began on October 11 and Staff were busy processing nearly 10,700 payments totalling over \$1.8M from our quick paying customers. Bills are due November 15.

### Customer Information & Billing System

We continue to target our “go live” on December 6<sup>th</sup> with staff testing, refining procedures, and practicing tasks in the training system during the limited time between processing numerous payments and other regular duties. A few significant items remain on the punch list, but we are hopeful these will be resolved before our decision date.

One of the challenges with our move to our new CIS is the migration of our nearly 9,800 AutoPay customers to the new system when it goes online. Our customers will need to take action to setup Autopay on the new system and, unfortunately, our staff cannot set it up on the customer’s behalf because of security protocols by the new vendor. We have prepared a sequence of correspondence, but we anticipate this transition may be frustrating for some of our customers.

## Information Technology (IT)

### Plant Network Replacement

As part of our overall network replacement project, the IT Team and the Treatment Plant have successfully completed the project to install and configure 15 new industrial network switches in our control cabinets and 10 office switches. This implementation replaced the end-of-life equipment that was no longer supported, and increases the security, resiliency, and capacity for the network traffic throughout the organization.

A very big shoutout goes out to the IT Team, especially Joe Chung (IT Manager), our Consultant, and the Staff from Operations and Maintenance Departments for supporting each other through this very challenging project. It was a great team effort!



*Example Industrial Network Switch that provides connectivity to the industrial control equipment for the treatment plant*

# Loxahatchee River Environmental Center

November 2023

## River Center Summary Statistics



## LRD'S ENVIRONMENTAL STEWARDSHIP DASHBOARD



		Total Visitors (incl. Visitors, Field Trips, Onsite Programs)	1st Time Visitors	Average Program Participation [Actual participants/Capacity of Program]	Volunteer Hours	Visitor Satisfaction	Staff Overall Program Assessment	Expenses	Revenue
Benchmark / Customer Expectation		Total	Total	% of Capacity	Total	Rating Average [Max Rating is 5]	Rating Average [Max Rating is 9]	% within budget	% of Target
Green Level		≥ 90%	≥ 90%	≥ 85%	≥ 90%	≥ 4	≥ 7	≥ 85% but ≤ 105%	≥ 90%
Yellow		≥ 75%	≥ 75%	≥ 70%	≥ 75%	≥ 3	≥ 5	≥ 80%	≥ 75%
Red		<75%	<75%	<70%	<75%	<3	<5	< 80% or > 105%	<75%
2019 Baseline		1,969	98	90%	432			97%	128%
2021 Baseline		952	73	83%	248	4.7	7.8	92%	85%
2022 Baseline		1,319	101	120%	240	4.6	7.9	91%	94%
2022	Oct	1,105	47	100%	258	4.8	7.4	55%	80%
	Nov	681	59	104%	139	4.4	8.0	67%	85%
	Dec	1,159	163	109%	127	4.6	7.9	96%	77%
2023	Jan	1,112	162	70%	152	4.6	7.9	84%	91%
	Feb	1,204	64	73%	164	4.7	7.8	84%	105%
	Mar	1,601	271	91%	212	4.4	8.1	73%	122%
	Apr	1,382	108	83%	143	4.7	7.5	79%	95%
	May	1,016	68	83%	218	4.6	7.8	88%	71%
	June	2,600	106	103%	669	4.7	7.8	87%	83%
	July	2,046	89	92%	1104	4.8	7.6	79%	85%
	Aug	1,215	69	130%	360	4.6	7.6	76%	86%
	Sept	1,093	110	98%	120	5.0	7.5	86%	86%
	Oct	3	142	100%	142	4.9	7.8	73%	74%
Consecutive Months at Green		2	13	5	0	13	13	0	0
Metric Owner		O'Neill	O'Neill	Duggan/Warwick	O'Neill	O'Neill	O'Neill	O'Neill	O'Neill

Metric	Explanation
Volunteer Hours	We are at 67% of our target hours of 212 for this month. Only 50% of our event volunteer spots were filled this month (Halloween & Spooky Trail) which accounted for 72 lost hours.
Expenses	Employee expenses are lagging other expense areas. This should be temporary.
Revenue	Donations were only \$413 when the average is \$645. An additional \$200 would have put us into the yellow.



## River Center General

### Special Programs

#### **Jr. Aquarist Homeschool Workshop: Day in the Life of the Indian River Lagoon [Wednesday October 4<sup>th</sup> & Thursday, October 5<sup>th</sup>]**

On Wednesday, Oct. 4<sup>th</sup> the River Center conducted a “Water Quality” Homeschool workshop for children ages 11-16. Students learned about distinctive characteristics of water quality and how scientists test for changes in our local waterways. Students were broken up into teams to conduct their own water quality testing using refractometers, secci disks and colorimeters. This workshop was in preparation for the Day in the Life of the Indian River Lagoon Citizen Science event. For this workshop we had 10 participants.

On Thursday, Oct. 5<sup>th</sup> the River Center participated in the Day in the Life of the Indian River Lagoon Citizen Science event. This community-based, citizen science and experiential research program allows students, teachers, and environmental partners to collaborate in gathering water quality data and biological inventories at over 40 locations in six counties along the 156-mile estuary. The River Center has participated in this event for the last few years, as the Jupiter Inlet and



Loxahatchee River are the Southernmost point of the lagoon. We sampled two different sites and had our students do various testing to report to ORCA or the Ocean Research

and Conservation Association. This event is always so exciting to do with our homeschool children, they love being a part of a real scientific study. For this event we have 14 participants.

***Thank you to Dave Porter from the WildPine Lab for helping us conduct the sampling!***



#### **Blooming in the Garden [Saturday, October 7<sup>th</sup>]**



The Blooming in the Garden program is designed for children ages 3-6. The theme for this month was Batty for Bats! We started by reading a funny story that taught us about these flying mammals. Then we decorated a new bat box for the River Center before heading into our garden where we explored places a bat might take shelter and searched for bugs they might like to eat. In our classroom, we made bat books that included all the facts we learned, as well as some fun flying bats. We finished up by planting seeds for the children to take home to start their own gardens!

#### **Hobe Sound Nature Center 50<sup>th</sup> Shellebration [Saturday, October 7<sup>th</sup>]**

The River Center participated in Hobe Sound Nature Center’s 50<sup>th</sup> “Shell-ebration” on Saturday, October 7<sup>th</sup>. This event highlighted the nature center’s partnership with the US Fish and Wildlife and celebrated 50 years on the preserve! The event included a squid dissection, animal encounters, crafts, games, and fishing! The River Center was excited to celebrate with the nature center and we look forward to supporting them in the future.



### Science with Sam – Spooky Experiments [Saturday, October 7<sup>th</sup>]



This program was an experiment class with a spooky twist in theme for Halloween. Students blew up balloons via chemical reactions, created a bubbling witch's brew reaction in mini cauldrons, watched a rising water demonstration and got to play with a plasma ball. Our students really enjoyed the Halloween twist on this fun class!



### After School Science with Sam – Creepy Crawlies [Tuesday, October 17<sup>th</sup>]

Students learned about various types of insects, reptiles and worms we can find in our back yard, and a few fun insects not from here (borrowed from the Hobe Sound Nature Center). Students had the opportunity to hold or touch hissing cockroaches, snails, an alligator, a python and viewed a scorpion, tarantula, and red-headed millipede. Students learned that no matter how different a creature may appear, they all have an important role in their ecosystem. Students gained a new appreciation for what these creatures do and how they function in nature.

### Halloween Campfire – No Bones about it! [Friday, October 13<sup>th</sup>]



The River Center hosted our annual Halloween campfire event. This year's theme was "No Bones About It" and featured tons of skeletons! Activities for our event included a bone lab where our classroom was transformed into a laboratory with various biofacts of shells, skeletons, skins, and teeth of local animals. Participants wandered around making observations through our microscopes, using hand-lenses for an up-close look at our biofacts, and were even able to touch real animal furs. The highlight of the bone lab had to be our full-size black bear pelt that was generously loaned to us by FWC. In the garden, guests

wandered through our "Bone Yard" on a scavenger hunt for pieces of a skeleton. Once they found all the pieces, they could cut out their own skeleton and put him together for a craft. Around our firepit we had our campfire which is the most popular place with our s'mores! In the Chiki hut we had other bone-themed crafts for participants to create and lastly, we had a "Bone Dig" where guests could unearth bones from our bone pile. In the mix of all those activities, we had a hayride around the park driven by our own Kyle Shepard. Every



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*We have had the best time at your events and wanted to thank the staff and organizers for their time and dedication. Recently we attended the homeschool creepy crawler class and my boys had a wonderful experience. We also attended the Fall Party and the hayride, activities, and bonfire were a hit. The summer camp is the best of all the camps we've tried, the staff is always kind and so knowledgeable, they keep the kids active and engaged. Thank you for all you do for our community.*

---

Holly Worth

year Kyle volunteers for this event, and we couldn't imagine our hayride without him. This year we had over 400



participants attend our campfire, numbers we haven't seen since before the pandemic. We are so excited to see what spooky things await next Halloween.

### **Homeschool workshop – Creepy Crawlies [Wednesday, October 18<sup>th</sup>]**

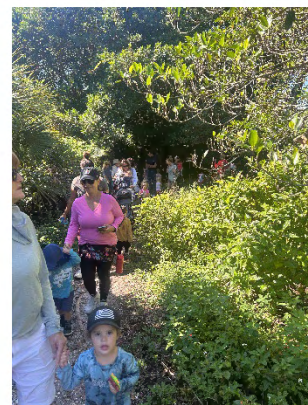
For our October Homeschool workshop, we wanted to do a topic that is a little spooky, so this month's theme was about creepy crawlies. Students learned about animals that crawl, slither, and shimmy their way through the world. We also borrowed a few insects and arachnids from our friends at Hobe Sound Nature Center to share with our students. Participants were able to touch hissing cockroaches, worms, and our bearded dragon. They also observed a Florida Bark Scorpion and a Jumping Spider! This was a super fun class, and we look forward to our next workshop in December.



### **Tots on Trails at JILONA [Wednesday, October 18<sup>th</sup>]**



This program is aimed at ages 2-6 and takes place at a different off-site natural area each time. We had a big crew of hikers at JILONA on this beautiful, cool day. We started by creating a leaf counting craft while waiting for everyone to arrive. Then we walked the trail with our magnifying glasses and counting scavenger hunt. The kids loved spotting butterflies and dragonflies, studying the molt of an ox beetle, and seeing the mangroves down by the water. Next month, we will be hiking at Sweetbay Natural Area.



### **Spooky Swamp at Riverbend Park [Friday, October 20<sup>th</sup>]**



The River Center was the special guest at the first ever Spooky Swamp Event at Riverbend Park. Participants were able to hike the Riverbend trails learning about native nocturnal animals along the way to the Farmstead. At the Farmstead there were crafts, games, campfire stories and animal encounters. The

River Center brought a table with animals and provided a touching experience for visitors with our education animals and read campfire stories for families. We saw 800 people for this event.



### **Fire Fest at Jonathan Dickinson State Park [Saturday, October 21<sup>st</sup>]**



On Saturday, Oct. 21st Jonathan Dickinson State Park hosted their annual Fire Fest. This event is a fun-filled, family event emphasizing the importance of fire safety and the role of prescribed fire in Florida. The Florida Park Service's District Five Fire Team led prescribed burn demonstrations and educational discussions on the ecology of





prescribed fire. Along with these exciting demos visitors enjoyed interactive exhibits, crafts, activities, scavenger hunts, and swamp buggy tours. It was great to be back at this event where we saw about 600 visitors.

### **Hike at Frenchman's Forest [Thursday, October 26<sup>th</sup>]**



The River Center team facilitated a nature hike as part of our Naturalist Series. Sixteen people and 2 staff took a trip through Frenchman's Forest, located in Palm Beach Gardens. The wet, low-lying areas of this 172-acre natural area were once part of the headwaters of Lake Worth Creek, a meandering blackwater creek that flowed north to the Loxahatchee River. Over 500 animal and 200 plant species call this site home including great horned owls, red-bellied

woodpeckers, gopher tortoises, red-shouldered hawks, fish, wading birds, and manatees. There are numerous hiking trails, each color-coded, and a paved path as you enter. Participants walked along the color-coded trails viewing Staghorn ferns, Cypress trees, Florida Slash pines, Leather ferns, Lichens, Cardinals, Racoons, Red-shouldered Hawks, and many butterfly species.



### **Evening Lecture [Friday, October 27<sup>th</sup>]**

October's evening lecture was about foraging for mushrooms in Florida, presented by Scott Ostuni. Scott Ostuni is a part of the NAMA DNA Sequencing Committee and Entheome (Entheogen Genome Project), studies fungal taxonomy in the Southeastern United States. Scott shared some of his discoveries from in the field and taught methodology for collecting mushrooms, useful tools for in the field and certain things to look for when identifying toxic mushrooms. Scott is very passionate about recruiting aspiring mycologists to help outline the biodiversity of fungi in Florida. Participants of this lecture learned about the fascinating world of fungi and the modern approach to foraging mushrooms.

### **Volunteer of the Month**

Nicholas Hume is our October 2023 Volunteer of the Month! Nicholas is new to our volunteer team and wasted no time jumping right in to help with any task needed. He works hard to make sure no task is left undone. Not only does he work hard getting things done, but he also helps train and assist new volunteers on their first few days. Nicholas goes above and beyond to make each, and every guest feel welcome and enjoy their time at the center. He enjoys working outside and learning more about plants and animal care. Nicholas is a wonderful addition to our team, and we love having him help every week! Congratulations Nicholas for being our Volunteer of the Month!!!



# UPCOMING EVENTS

RSVP at [www.lrdrivercenter.org/events-calendar](http://www.lrdrivercenter.org/events-calendar)  
[rivercenter@lrecd.org](mailto:rivercenter@lrecd.org) or 561-743-7123

**Every Thursday, 9:30 a.m. – 10 a.m. – Story time:** Join the River Center for Story Time. Families are welcome as we read stories and have an animal encounter.

**November 17, 6:00 – 7:00 p.m.: Evening Lecture [Recycling Water]:** Join us at the River Center for our evening lecture series! Our November evening speaker is Albrey Arrington, Executive Director of the Loxahatchee River Environmental Control District. This presentation will explore the Loxahatchee River District's efforts to preserve and protect the national wild & scenic Loxahatchee River through our innovative water recycling efforts, which include using recycled water to meet local landscape irrigation demands. We will explore the scenic beauty and natural diversity of the Loxahatchee River. We will explain how saltwater intrusion and excess nutrients are significant threats to the Loxahatchee River. Finally, we will clearly show how the LRD's innovative water recycling efforts have benefitted the Loxahatchee River while minimizing greenhouse gas emissions and maintain affordable wastewater treatment rates for our customers. Albrey was born and raised in Jupiter, FL and is passionate about healthy, functional natural systems. He holds a B.S. from the University of Florida, and a Ph.D. from Texas A&M University. He has worked as a research scientist at the South Florida Water Management District; an Assistant Professor at the University of Alabama; and as the Science Director at the Perry Institute for Marine Science, one of six national undersea research centers. Currently, he is the Executive Director of the Loxahatchee River Environmental Control District, whose mission is to preserve and protect the National Wild & Scenic Loxahatchee River. Albrey has authored over 50 peer-reviewed publications dealing with a diverse array of environmental issues. Registration is required to attend.

**November 18: 8:00 a.m. – 4:00 p.m.: Boating America 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.

**November 21: 10:00 a.m. – 12:00 p.m.: Wilderness Skills [Jupiter Inlet Lighthouse Outstanding Natural Area]:** Join the River Center for new Wilderness Skills workshops! This series is designed to educate participants on various wilderness skills to encourage outdoor recreation. Each class will focus on different outdoor skills. We recommend taking all classes for the full experience. This three-part series will include natural shelter building, orienteering, and more! Ages 8+. This is not a drop off program.

## *Dates:*

- November 21st – "Orienteering & Knot Tying" taking place at Jupiter Inlet Lighthouse Outstanding Natural Area
- January 6th – "How to make a Shelter" taking place at the Loxahatchee River District's 20 Acres (directions will be supplied to registered participants)
- March 20th – "Prep Before You Go" taking place at Jupiter Inlet Lighthouse Outstanding Natural Area

**November 22: 10:30 a.m. – 1:30 p.m.: Old School Science Day:** Join the River Center for a day of exciting science fun! Participants will test out different experiments, partake in crafts and enjoy some great demonstrations and educational fun! This program is free, and no RSVP is required to attend or participate. For more questions or inquiries please contact the River Center at 561-743-7123 or [RiverCenter@lrecd.org](mailto:RiverCenter@lrecd.org)

**December 1: 12:00 – 1:00 p.m.: Lecture [How We Can Fix Our Troubled Coastal Waters]:** Join us at the River Center for our monthly lecture series! Our December speaker is Aaron Adams Director of Science and Conservation for Bonefish & Tarpon Trust and Senior Scientist at Harbor Branch Oceanographic Institute Florida Atlantic University. Florida's coastal waters and fisheries are suffering the consequences of decades of inadequate management. We see this daily – from algal blooms to seagrass die-offs and fish kills. Recent research found pharmaceuticals and glyphosate in nearly every fish sampled. Although Florida is marketed as the Fishing Capital of the World, our fisheries are suffering from habitat loss and water quality issues. The good news is that we know the sources and causes of the problems and have the solutions to fix our waters and fisheries. This presentation will summarize recent and ongoing research to identify the problems, and some of the solutions to fix them. Aaron received a bachelor's degree from St. Mary's College in Maryland, a Master's degree from the College of William and Mary, and a Ph.D. from the University of Massachusetts Boston, and also holds a Coast Guard Captain's License. As Director of Science and Conservation, Aaron is responsible for formulating, overseeing, and implementing BTT's science and conservation plan, and applying scientific findings to conservation and management via interactions with resource management agencies and other non-governmental organizations. Aaron has been an author or co-author on more than 100 peer-reviewed scientific publications. He has authored three books, contributed chapters to four books, and published countless magazine articles translating fish science into angler's terms. Registration is required to attend. This event is not recommended for children under the age of 12.

**December 2: 10:00 – 11:30 a.m.: Blooming in the Garden [Reptiles in the Garden]:** Join the River Center for our Bloomin' in the Garden program, designed for children ages 3-6. This month's theme is Scutes & Scales: Garden Reptiles! The program will start at 10:00am with story time and a nature-themed craft. We will then move to our garden for exploration and hands-on fun. When it's time to go home, children will receive seed to take home to start their own garden! So don't miss this exciting chance for you and your little ones to enjoy nature together! Limited to 15 children (+ their accompanying adults). This activity is outside, so dress comfortably and be ready to possibly get a little messy. All equipment will be provided, and this program is free of charge. Donations are always welcome.

**December 2: 3:00 – 4:00 p.m.: Science with Sam [Reptiles]:** On select Tuesdays from 4:00 pm – 5:00 pm, join our Scientist Sam for various after school science activities! Ages 6-12. In this lesson students will learn about various reptiles, of the Loxahatchee and from far continents! This is a wildlife encounter class with opportunities for students to touch education animals. There is no cost for this program but please RSVP to attend. Space is limited.

**December 5: 9:00 a.m. – 11:00 a.m.: Garden Club:** Join River Center staff members in our garden to learn more about the native plants that we have and how they can be useful in your yard. Get your hands in the dirt and help us keep the garden looking beautiful all while learning how to best care for these native plants. No RSVP required.

**December 6: 10:30 a.m. – 12:00 p.m.: Homeschool Workshop [Bones and Teeth]:** Students get an introduction into the various types of skulls and teeth of different animals. Each animal has a specific type of mouth that suits their needs to successfully survive in nature. Students will explore native species and exotics to see how they are similar and explore the different uses of teeth. Ages: 7-10.

**December 13: Birding at the Loxahatchee River District:** Audubon Everglades will lead a group through the Pineland Nature Trail as well as the lakes and ponds at the Loxahatchee River District. More details to come.

**December 15, 6:00 – 7:00 p.m.: Evening Lecture [Clam Growth & Survival – The Effects of Ocean Acidification]:** Within the aquaculture industry Florida estuaries are utilized for their potential to grow commercially harvestable clams. The smallest size clams ready to be planted, called 'seed clams' are placed in field nurseries across estuarine mudflats where they feed phytoplankton until they have grown to harvestable size. However, planting clams in field nurseries brings environmentally



dependent risks. Clam aquaculture within these field nurseries is inherently vulnerable to the influences of acidic/suboptimal pH swings, with the youngest clams at highest risk. The rising influence of ocean acidification may yet cause an even greater decline in optimal water conditions for various estuarine fauna. The purpose of this study was to assess the influence of CO<sub>2</sub>-induced pH and changes on the growth and survival of seed stage hard clams *Mercenaria mercenaria*.

**December 16: 1:00 – 2:30 p.m.: Introduction to Volunteering:** Do you have a passion for the environment? Do you enjoy interacting and educating the public? The River Center is looking for enthusiastic and personable volunteers to join our River Center team! Individuals 14+ are invited to attend the next Intro to Volunteering workshop from 1:00 PM – 2:30 PM. For questions or application information please contact our Volunteer Coordinator Rebecca Patterson at 561-339-3107 or [Volunteer@Lrecd.org](mailto:Volunteer@Lrecd.org)

**December 19, 4:00 – 5:00 p.m.: After School Science with Sam [Tracks & Scat]:** On select Tuesdays from 4:00 pm – 5:00 pm, join our Scientist Sam for various after school science activities! Ages 6-12. In this lesson students will learn about various wildlife tracks & scat. Students will learn how to identify common wildlife tracks/scat and learn how use this knowledge while spending time outdoors. Students will understand how other animals can use these clues in hunting and how native tribes used these clues for survival. There is no cost for this program but please RSVP to attend. Space is limited.

**December 20, 10:00 – 11:00 a.m.: Tots on Trails [Juno Dunes]:** Join the River Center for our Tots on Trails program, designed for children ages 2-6! Each month, we'll explore a new natural area in the Jupiter/Tequesta area. This month, we'll be at Juno Dunes Natural Area. **\*\*THIS IS AN OFF-SITE PROGRAM!\*\*** We will meet at the Natural Area parking lot at 10:00 am. Together, we'll walk the trail, observe plants and animals with our magnifying glasses & binoculars, and learn about the nature surrounding us. Adults and children should come prepared to be outside for an hour. This includes comfortable clothing, closed toe shoes, hats, sunscreen, bug spray, and water bottles. Limited to 20 children (+ their accompanying adults). Siblings of all ages are welcome, just include them in your registration! This program is free of charge.

**December 27, 10:00 a.m. – 12:00 p.m.: Nature Hike [Pine Glades]:** Come explore with us! Tie up your hiking boots and join the River Center on our sunset nature walk through Pine Glades Natural Area. Walk along the guided paths and immerse yourself in this local natural area. We will explore a paved 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 are highly recommended. Please RSVP to attend. Space is limited.

**December 29: 10:00 a.m. – 12:00 p.m.: Fishing Adventure [Jupiter Inlet Lighthouse Outstanding Natural Area]:** Join us for our new summer fishing program! We'll be set up at the Jupiter Inlet Lighthouse Outstanding Natural area. This program is designed for young anglers who want more fishing experience. It's an exciting way to discover new fishing spots while accompanied by River Center staff. Poles and bait will be provided, or you can bring your own gear. Parents are encouraged to accompany their children and participate. Everyone should bring water, sunscreen, hats, and sunglasses. Please RSVP!



# 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:** November 8, 2023  
**Subject:** District Safety Report for October 2023

### Safety Metrics: October 2023

OSHA recordable injuries: Zero

Lost time injuries: Zero

**Actual TRIR: 0.0** [Goal < 1.5]

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 **twenty-three** consecutive months. The District has sustained a rolling twelve-month Total Recordable Incident Rate (TRIR) of **0.0** for eighteen months. This is below the District goal of 1.5. The District continues to experience a performance best period (recent history) for consecutive months with no recordable injuries.

The District did not experience a Motor Vehicle Accident (MVA) in October. With two MVA in the last 12-month period, the MVA incident rate is at 2.1. Below the LRD MVA goal of 2.2.

### **Sustainment:**

Job Hazard Assessment (JHA) activity levels in October was at a total of 1314. A level consistent with the previous eight months. The Wild Pine Lab and River Center continue to make progress on the use of JHA's and are included in the overall data. The following is a comparison of October JHA's performed per employee in each participating department:

Reuse:	37 JHA / employee	Construction:	10 JHA / employee
Operations:	35 JHA / employee	Inspection:	23 JHA / employee
Collections:	42 JHA / employee	Wild Pine Lab	4 JHA / employee
Maintenance:	30 JHA / employee	River Center	1 JHA / employee

Dr. Matt H. Rostock  
CHAIRMAN

Kevin L. Baker  
BOARD MEMBER

Gordon M. Boggie  
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Stephen B. Rockoff  
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Clinton R. Yerkes  
BOARD MEMBER

### **JHA and EAM:**

In October approximately 97% of all Work Orders included a JHA. This represents eleven (11) months in a row in which the District expectation of 95% was exceeded. The following is a District comparison for the percentage of October EAM Work Orders created for which an electronic JHA was completed:

Reuse:	99 %	Construction:	100 %
Operations:	99 %	Inspection:	83 %
Collections:	99 %	Wild Pine Lab	0 Electronic JHA's
Maintenance:	100 %	River Center	0 Electronic JHA's

### **Near Miss Reporting:**

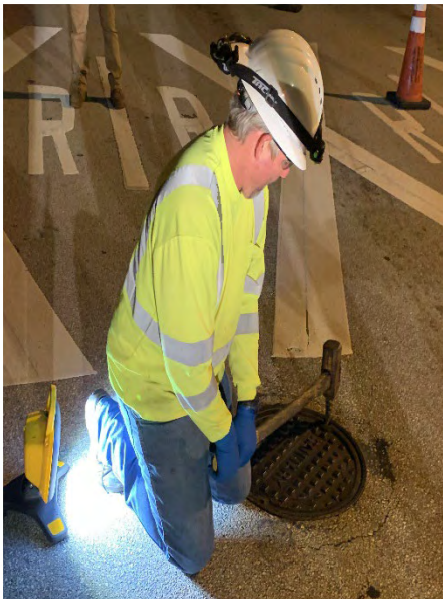
There were 3 Near Miss reports initiated in October. This represents two months in a row with lower-than-average submittals. Employees from Plant Operations, Collections and Construction each submitted a near miss report in October. The hazards include tripping hazards, electrical shock and bee stings. Upon receiving the Near Miss report, the Safety Officer will collaborate with the report initiator and department Director/Manager to better understand the reported hazard / condition and to determine the best corrective action. When warranted, a Work Order is generated that defines the proposed corrective action and person responsible to complete the corrective action. The work orders are tracked until closed and the status can be viewed on the Safety Intranet page by clicking on the "Near Miss Submission List" under Forms.

All District employees should continue to report potential safety issues, including unsafe or unhealthy conditions, potential pollution sources or events, and suggestions to improve safety processes, via this Near Miss Reporting System. If you have not done so, keep your eyes open and if you see something, generate a near miss report. The actions taken as a result of submitting a Near Miss report will enhance the District's overall safety performance and help District employees maintain an injury-free environment.

**Training:** In October, two new District employees were provided with Safety Orientation training provided by the Safety Officer. The training involved an overview of the District safety rules and review of the safety manual, injury, incident and near miss reporting, equipment use, environmental spill reporting, Safety Data Sheets and Hazard Communication overview, bloodborne pathogen awareness, PPE, fire extinguishers, evacuation plans, lock-out tag-out, confined space and housekeeping. The District's computer-based safety training (CBT) platform ("OpenSesame") deployed training for existing employees as well as the new hires. The New Hires were tasked to complete CBT involving New Employee Safety Orientation, Hazard Communication, Chlorine Awareness, Hydrogen Sulfide Awareness, Bloodborne Pathogens and Heat Stress. Bloodborne Pathogen and PPE Awareness training was deployed for existing employees District wide in October.

**Inspections:** A total of 12 workplace inspections occurred in September. District jobs that were observed included Indiantown Road PM on the collection system (weeklong night work), ARV replacement, cleanout repairs, lift station point repairs, Clarifier #3 Return Activated Sludge magnetic flow meter replacement, RAS wet well influent valve replacement, and evaluating near miss report issues such as tripping hazards, electric shock risks and insect bite concerns.

**Congratulation to all District employees for twenty-three consecutive injury free months.** Working safely has become the standard work. By utilizing the JHA's, conducting Safety Training and identifying risks or safety improvements, the District becomes more proactive in the daily approach to keep employees safe. And being proactive continuously demonstrates a dedication that District employees work smart and safely. Let's stay safe at work and at home and keep the accident-free streak going! Please visit with any questions or ideas you may have. And do not forget to utilize the near miss reporting system. Let's help each other stay safe and reach beyond our goals.



Collection employee Kyle Shepherd uses a sledgehammer / pry bar to remove a manhole cover on Indiantown Road. An adhesive compound to help secure the manhole cover in place along with high levels of hydrogen sulfide within the manhole corrodes the cover to the ring making it difficult to remove. While wearing gloves, safety glasses and a hard hat, Kyle must use the sledgehammer to loosen the corrosive bonding, then use the prying end to lift the cover from the ring plate.







After the manhole covers are removed, the Periodic Maintenance of the collection system under Indiantown Road can begin. Joe Brown, Chuck Talledo, Aaron Toth and Kyle visually inspect the manhole as they prepare to utilize the SL-RAT inspection equipment. The SL-RAT device will send soundwaves through the pipe and will detect potential obstructions which may trigger the Collections crew to take additional action such as utilizing the Vac Con truck. The Vac Con will use high pressure water to loosen the obstruction material and then use the vacuum to collect the material which will clear the pipe. The task, which was performed during the early morning, successfully utilized a moving Traffic Management technique (MOT) which is a DOT requirement.



At Left: Plant Maintenance employees Ross Cowell and Jason Stanley secure a saddle for a sample port and install an ARV to the RAS piping. At right, Construction employee Tommy Cox utilizes the Vac Con to remove residual RAS from the de-energized line. Maintenance employee John Smith is removing an old magnetic flow tube from an adjacent line. The system was required to be locked out and de-energized of electrical power and water pressure prior to tapping into the system.







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## MEMORANDUM

**TO:** Governing Board  
**FROM:** Administration Staff  
**DATE:** November 09, 2023  
**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	\$ 5,205.00	\$ 5,205.00
Holtz	\$ 6,140.96	\$ 6,140.96
KCI	\$ 223.20	\$ 223.20

Should you have any questions regarding these items, please contact Kara Fraraccio concerning the attorney invoices, and Kris Dean concerning the engineer invoices.

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CHAIRMAN

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# Future Business

## General:

- Executive Director Annual Performance Review
- 2500 Jupiter Park Drive Site Planning Presentation
- Partial Abandonment of Easement – 430 University Boulevard
- Board Presentation of select Six Sigma green belt projects

## Future Contracts:

- County Line Road Bridge IQ Main Relocation - Award Construction Contract
- Lift Station 050 Emergency Generator and Automatic Transfer Switch – Award Construction Contract
- Lift Station Control Panel and RTU Upgrades – Award Construction Contract
- Loxahatchee River Subaqueous Force Main Replacement – Award Construction Contract

