



# LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

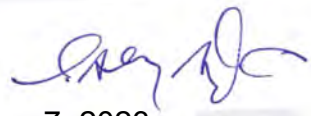
D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

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

**REVISED AGENDA  
REGULAR MEETING #22-2023  
DECEMBER 14, 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 5](#)
  - 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
  - B. Chapter 31-10 Rates, Fees, and Charges (69th Terrace Sub-Regional Line Charge) [Page 89](#)
  - C. Personnel Policies and Procedures – to approve revisions [Page 91](#)
  - D. 430 University Boulevard – Application to Abandon/Terminate Easement [Page 173](#)
  - E. Executive Director's Annual Review [Page 197](#)
7. Reports (see next page) Pulled for Discussion
8. Future Business [Page 264](#)
9. Board Comments
10. Adjournment

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

Submitted by:   
Date: December 7, 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 - 18041 69th Terrace N. (Resolution 2023-14) [Page 15](#)
- B. DEP Standard Grant Agreement for LRPI Funded Project – to authorize execution of agreement [Page 23](#)
- C. E-mail and Internet Use Policy – to approve policy [Page 56](#)
- D. Payment Processing Transaction Fees – to approve purchase order [Page 59](#)
- E. Printing and Postage – to approve purchase order [Page 61](#)
- F. Computer Server Replacement Project – to approve purchase [Page 62](#)
- G. Computer Backup System Replacement Project – to approve purchase [Page 63](#)
- H. Fixed Asset Disposal - to approve disposal [Page 64](#)
- I. Change Order to Current Contract - Professional Engineering Services for 9278 Indiantown Road/20 Acres - Site Remediation – to approve change order [Page 67](#)
- J. Anaerobic Selector Zone Pilot Testing & Process Aeration System Energy Efficiency Evaluation – to approve Professional Engineering Services Agreement [Page 78](#)

## 7. REPORTS

- A. Neighborhood Sewering [Page 203](#)
- B. Legal Counsel's Report [Page 205](#)
- C. Engineer's Report [Page 207](#)
- D. Busch Wildlife Sanctuary [Page 214](#)
- E. Director's Report [Page 215](#)



# LOXAHATCHEE RIVER DISTRICT

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

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

**AGENDA**  
**PUBLIC HEARING #09-2023**  
**DECEMBER 14, 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 18041 69<sup>th</sup> Terrace North
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: December 4, 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

TEL: (561) 747-5700

FAX: (561) 747-9929

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

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

**AGENDA**  
**PUBLIC HEARING #10-2023**  
**DECEMBER 14, 2023 - 6:56 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 LRD Rule Chapter 31-10 Rates, Fees and Charges
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: December 4, 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

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., Executive Director  
**DATE:** December 08, 2023  
**SUBJECT:** Approval of Meeting Minutes

Attached herewith are the minutes for the Public Hearing and Regular Meeting of November 16, 2023. As such, the following motion is presented for your consideration:

**“THAT THE GOVERNING BOARD approve the minutes of the Public Hearing and Regular Meeting of November 16, 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  
NOVEMBER 16, 2023**

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Chairman Rostock called the Public Hearing of November 16, 2023 to order at 7:01 P.M.

2. ROLL CALL

The following Board Members were in attendance:

Mr. Baker  
Mr. Boggie  
Mr. Rockoff  
Dr. Rostock  
Mr. Yerkes

3. TO RECEIVE PUBLIC COMMENTS PERTAINING TO THE FINAL ASSESSMENT  
FOR 5331 CENTER STREET

No comments from the public were received.

4. COMMENTS FROM THE BOARD

No comments from the Board were received.

5. ADJOURNMENT

Chairman Rostock adjourned the Public Hearing at 7:02 P.M.

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BOARD CHAIRMAN

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BOARD SECRETARY

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RECORDING SECRETARY

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT  
REGULAR MEETING - MINUTES  
NOVEMBER 16, 2023

1. CALL TO ORDER

Chairman Rostock called the Regular Meeting of November 16, 2023 to order at 7:02 PM.

2. ADMINISTRATIVE MATTERS

A. ROLL CALL

The following Board Members were in attendance:

Mr. Baker  
Mr. Boggie  
Mr. Rockoff  
Dr. Rostock  
Mr. Yerkes

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

Consultants in attendance were Mr. Curtis Shenkman and Mr. Hunter Shenkman from Shenkman Law and Mr. Marc Rodriguez from Gehring Group.

B. PREVIOUS MEETING MINUTES

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

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

C. ADDITIONS & DELETIONS TO THE AGENDA

Delete Item 5C and Item 5D

3. COMMENTS FROM THE PUBLIC

No comments from the public were received.

#### 4. STATUS UPDATES

##### A. LOXAHATCHEE WATERSHED STATUS

Mr. Howard presented the final outcome of the GL Homes Development Plan Approval and Water Resource Project and what this means for the ongoing restoration of the Loxahatchee River.

##### B. LOXAHATCHEE RIVER DISTRICT DASHBOARD

Dr. Arrington reviewed the District Dashboard.

#### 5. CONSENT AGENDA

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

“THAT THE GOVERNING BOARD approve the Consent Agenda of November 16, 2023 with the exception of items C & D, and F pulled for further discussion.”

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

##### A. Final Assessment 5331 Center Street (Resolution 2023 -12)

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

##### B. Preliminary Assessment 18041 69th Terrace N. (Resolution 2023-13)

"THAT THE GOVERNING BOARD approve Resolution 2023-13 adopting the 18041 69<sup>th</sup> Terrace North Preliminary Assessment Roll."

##### E. Bulk Fuel Procurement - to authorize annual bulk fuel purchase

“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.”

##### G. Fixed Asset Disposal - to approve disposal

“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.”

H. Change Orders to Current Contracts – to approve modifications

No Change Orders were presented for Board consideration this month.

6. REGULAR AGENDA

A. CONSENT AGENDA ITEMS PULLED FOR DISCUSSION

Executive Director Employment Agreement – to approve agreement

“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 as amended to a five (5) year period.”

MOTION: Made by Mr. Yerkes, Seconded by Mr. Boggie,  
Passed 4-1, Dr. Rostock voted against.

B. Employee Insurance Benefits

“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:
  - o Basic Life and Accidental Death & Dismemberment Insurance for 36 months;
  - o Long-Term Disability Insurance for 36 months; and
  - o Voluntary life insurance for 36 months.”

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

C. Chapter 31-10 - 69th Terrace N. Phase 1 Sub-Regional Line Charge

No action was required. This item will be brought back to the Board for action in December.

D. FY24 Lateral Lining – Piggyback Contract

“THAT THE DISTRICT GOVERNING BOARD authorize the “piggyback” of the City of Plantation Agreement No. 070-21 with BLD Services, LLC for an amount not to exceed \$750,000.00.”

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

E. Personnel Policies & Procedures

Dr. Arrington discussed the proposed revision to the District’s Personnel Policies and Procedures and discussed additional revisions that were made subsequent to the Board Notebook being distributed. Given the additional proposed revisions, staff recommended this item be considered at the December meeting. No motion was made. The item is tabled until December meeting.

7. REPORTS

The following reports stood as written.

A. NEIGHBORHOOD SEWERING

B. LEGAL COUNSEL’S REPORT

C. ENGINEER’S REPORTS

D. BUSCH WILDLIFE SANCTUARY

Dr. Arrington discussed the facility removal status update provided by BWS.

E. DIRECTOR’S REPORT

Chairman Rostock commended Ms. Fraraccio and her team for their excellent work that resulted in the District’s FY2022 annual comprehensive financial report being awarded the Certificate of Achievement for Excellence in Financial Reporting by the Government Finance Officers Association. The remainder of the Board joined in to commend Kara and her team.

8. FUTURE BUSINESS

Dr. Arrington reviewed Future Business.

9. COMMENTS FROM THE BOARD

No comments were received.

## 10. ADJOURNMENT

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

“That the Regular Meeting of November 16, 2023 adjourns at 8:04 PM.”

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BOARD CHAIRMAN

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BOARD SECRETARY

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RECORDING SECRETARY





## Loxahatchee River Watershed Status

### Impacts of Holiday Festivities on WWTP Loading

#### December 2023 Governing Board Meeting

This month, Operations Team members will present and discuss the impacts the holiday festivities have on the influent flows and loadings at the District's wastewater treatment plant (WWTP).

One of the most common past times during the holiday season is sharing great food with family and friends. During the holidays, statistics (as well as waistlines and scales) show that people tend to indulge more than they typically would the rest of the year. With this indulgence comes an increase in the number of people preparing and eating elaborate, multi-course meals and treats at home and from local restaurant establishments. As a result, there is a measureable increase in influent loadings (i.e., flow, CBOD, TSS and Fats, Oils Grease (FOG)) at the WWTP due to the food waste introduced to the District's collections system. The impacts of FOG from the restaurant establishments are primarily mitigated by the District's industrial pretreatment (IPT) program. Staff will also discuss recent improvements and changes to the District's interceptor inspection process which is managed by the District's IPT coordinator.



# 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	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
	Sept	1,093	11	0	441; 0	6.7	0	1,201	0	0	\$ 43,649,874	110%	92%	97%	(49)	0	21.7	5
	Oct	1,940	14	0	101; 0	6.9	0	1,281	1	0	\$ 43,600,779	97%	109%	65%	(55)	0	15.6	9
	Nov	1,183	15	0	1,705; 0	7.1	0	1,255	0	0	\$ 43,936,002	101%	93%	65%	(46)	0	23.7	3
Consecutive Months at Green		4	5	19	0	174	31	158	3	24	170	25	1	0	0	7	1	0
Metric Owner		O'Neill	Pugsley	Dean	Dean	Pugsley	Pugsley	Pugsley	Dean	Horchar	Fraraccio	Fraraccio	Fraraccio	Dean	Dean	Howard	Howard	Howard

**Metric**

Unauthorized Discharges

Capital Projects (\$)

Capital Projects (time)

Fecal Coliform Bacteria

**Explanation**

This month we had 8 unauthorized discharges of sewage: (1) 850 gallons due to a directional drill contractor damaging our 8" force main; (2) 400 gallons due to a damaged brass fitting; (3) 350 gallons due to a directional drill contractor damaging an 8" gravity main; (4) 100 gallons due to a failed pvc flapper check valve; (5) 1 gallon due to a low pressure sewer fuse failure; and (6) 2 gallons due to an air release valve failing to close properly, (7) 1 gallon due to misalignment of a containment vessel during planned maintenance, and (8) 0.5 gallons due to a failed air release valve seat. See Kris' report for additional information.

This metric is the same as last month and 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.

The following projects are over 100 days behind schedule: (1) Improving operational flexibility of our IQ System [-239 days]; (2) permanent generator at Lift Station 50 [-216 days]; (3) site planning for 2500 Jupiter Park Drive [-214 days]; (4) Replace Unit 20 Crane Truck [-173 days]; (5) County Line Rd IQ Water Main Replacement [-158 days]; (6) Lift Station 242 Rehab [-123 days]; (7) Lateral lining in Lift Station 41 collection system [-119 days]. Additional details are available in Kris' report.

High fecal coliform bacteria (>200 cfu/100 ml) were observed at Stations 67 (Trapper Nelson's), 95 (Jupiter Farms), and 100 (mouth of Cypress Creek). See Bud's report for additional details.



# 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:** Administration Staff  
**DATE:** December 05, 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 - 18041 69th Terrace N (Resolution 2023-14)
- B. DEP Standard Grant Agreement for LRPI Funded Project – to authorize execution of agreement
- C. E-mail and Internet Use Policy – to approve policy
- D. Payment Processing Transaction Fees – to approve purchase order
- E. Printing and Postage – to approve purchase order
- F. Computer Server Replacement Project – to approve purchase
- G. Computer Backup System Replacement Project – to approve purchase
- H. Fixed Asset Disposal - to approve disposal
- I. Change Order to Current Contract - Professional Engineering Services for 9278 Indiantown Road/20 Acres - Site Remediation – to approve change order
- J. Anaerobic Selector Zone Pilot Testing & Process Aeration System Energy Efficiency Evaluation – to approve Professional Engineering Services Agreement

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

The following Motion is provided for Board consideration:

**“THAT THE GOVERNING BOARD approve the Consent Agenda of December 14, 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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November 28, 2023

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

Re: **Resolution 2023-14 and FINAL Assessment Roll for 18041 69<sup>th</sup> Terrace N.**

Dear Albrey:

Attached to this letter is the Transfer of Property Lien, Resolution 2023-14, 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 December 14 2023 meeting is as follows:

"THAT THE GOVERNING BOARD approve Resolution **2023-14** adopting the **18041 69<sup>th</sup> Terrace N. FINAL Assessment Roll and Exhibits.**"

Sincerely,

*Curtis L. Shenkman*

Curtis L. Shenkman

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 18041 69TH TERRACE N. SPECIAL 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 14<sup>th</sup> day of DECEMBER, 2023, passed Resolution 2023-14 which is attached hereto, approving the non-ad valorem tax bill, AND TRANSFERRING THE RECORDED LIEN ON PROPERTIES IDENTIFIED AS BEING PART OF THE **18041 69TH TERRACE N.** 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 **2023-04**, recorded on **April 25, 2023 in Official Record Book 34259, Pages 1702 through 1708 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 DECEMBER 14, 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 December 14, 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

RESOLUTION NO. 2023-14

A RESOLUTION OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT RELATING TO THE **18041 69TH TERRACE N.** ASSESSMENT AREA IMPROVEMENTS; ADOPTING THE ASSESSMENT ROLL FOR **18041 69TH TERRACE N.** 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 **18041 69TH TERRACE N.** Assessment Area; and

WHEREAS, The District’s previous Resolutions **2023-04 & 2023-13** were approved by the District’s Governing Board and directed the preparation of the Assessment Roll.

WHEREAS, the Governing Board, on the 14<sup>th</sup> day of DECEMBER, 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. **2023-04 & 2023-13** 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 2023-14

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 September 18, 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 14th day of DECEMBER, 2023.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT:

VOTE

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

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

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

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

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



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

EXHIBIT "A"  
FINAL ASSESSMENT ROLL  
LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT  
**18041 69TH TERRACE NORTH ASSESSMENT AREA**

TOTAL COSTS AND EXPENSES RELATED TO THE IMPROVEMENTS. The District shall consider the **total** costs and expenses related to the improvements in the **18041 69TH TERRACE NORTH** Assessment Area shall be **\$10,743.71** 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.

ASSESSMENT BASED ON PARCEL OF PROPERTY. Each Parcel of Property in the **18041 69TH TERRACE NORTH** Assessment Area identified on EXHIBIT "B" shall be currently assessed in the amount of **\$9,669.33**.

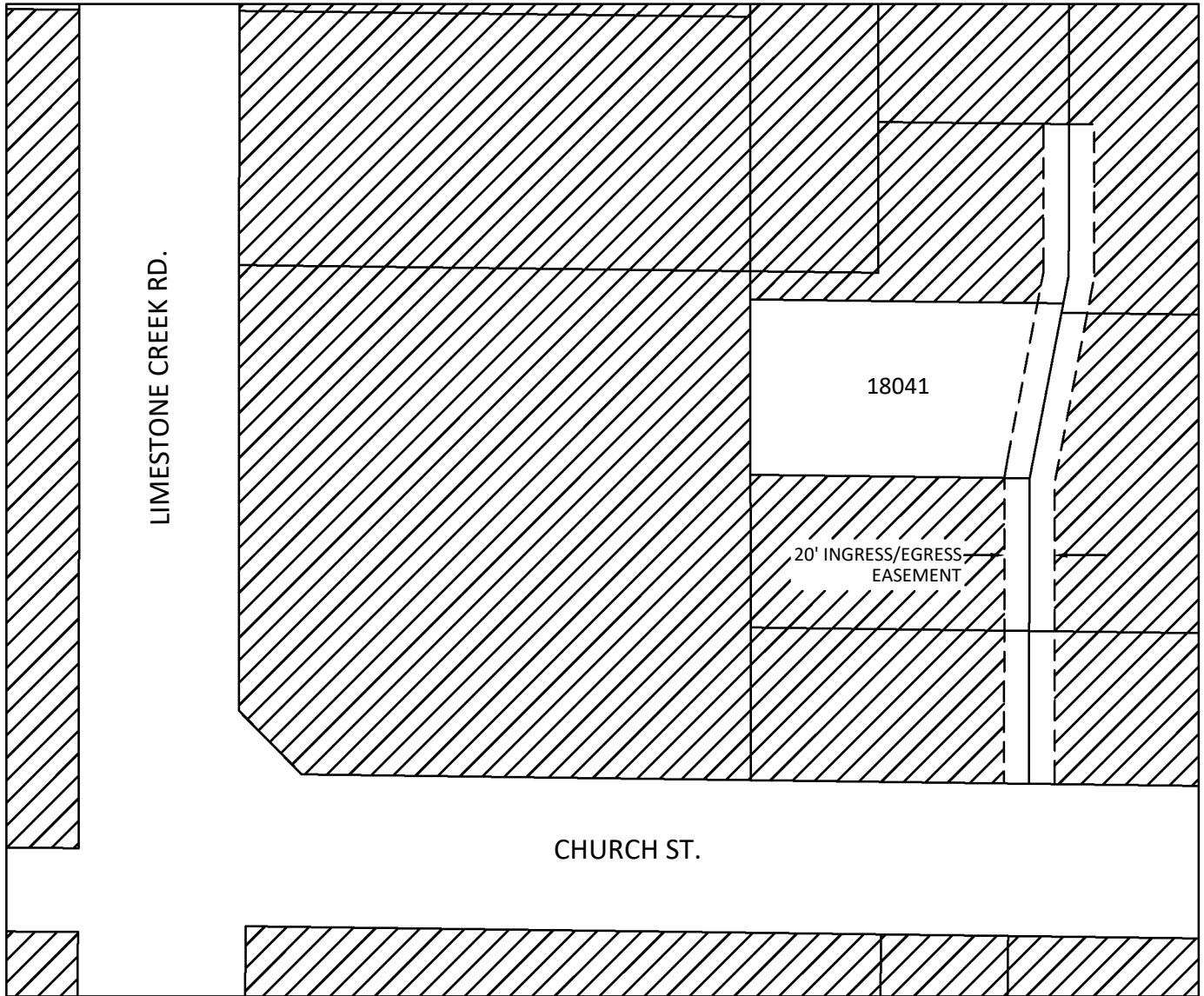
PAYMENT OF ASSESSMENT. As to Parcels of **18041 69TH TERRACE NORTH** Assessment Area Property in EXHIBIT "B", the **\$9,669.33** assessment may be paid, interest free, at the office of the District on or before May 1, 2024.

**Owners who do not pay the \$9,669.33 assessment on or before May 1, 2024 shall have the \$9,669.33 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 \$984.84, 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

NOTICE OF BOARD OF ADJUSTMENT HEARING AND  
GOVERNING BOARD MEETING  
**18041 69TH TERRACE N. ASSESSMENT AREA**

Notice is hereby given pursuant to the Loxahatchee River Environmental Control Act (Chapter 2002-358, Law of Florida) that the Governing Board of the Loxahatchee River Environmental Control District shall act as the Board of Adjustment at a hearing to be held on the 14th of December, 2023, at 6:55 p.m., at the District's Governing Board meeting chambers, Jupiter, Florida. At the hearing, the Board of Adjustment will hear objections of all interested persons to the proposed Resolution 2023-14 which is to confirm the Preliminary Assessment Roll adopted by Resolution 2023-13.

The Governing Board of the Loxahatchee River Environmental Control District shall hold its meeting on the 14<sup>th</sup> of December, 2023, at 7:00 p.m., or as soon thereafter as the prior Board of Adjustment meeting shall adjourn. At the Governing Board meeting all interested persons may appear and file written objections to the confirmation of the Preliminary Assessment Roll adopted by Resolution 2023-14 for the sewage collection lines in the "18041 69TH TERRACE N. Assessment Area".

The 18041 69TH TERRACE N. Assessment Area for sewer service is located within Section 00, Township 40 South, Range 42 East, Palm Beach County, Florida and lies within the following general boundaries:

± 330 LF. east from the intersection of Limestone Creek Road  
and Church Street, on the northside of Church Street.

The plans, specifications, estimates, and tentative apportionment of cost for said improvements are on file in the office of the District located at 2500 Jupiter Park Drive, Jupiter, Florida 33458 during regular business hours.

ALL OBJECTIONS TO ANY SUCH RESOLUTION ON THE GROUND THAT IT CONTAINS ITEMS WHICH CANNOT BE PROPERLY ASSESSED AGAINST PROPERTY, OR THAT IT IS, FOR ANY DEFAULT OR DEFECT IN THE PASSAGE OR CHARACTER OF THE RESOLUTION OR THE PLANS AND SPECIFICATIONS OR ESTIMATE, VOID OR VOIDABLE IN WHOLE OR IN PART, OR THAT IT EXCEEDS THE POWER OF THE GOVERNING BOARD, SHALL BE MADE IN WRITING, IN PERSON OR BY ATTORNEY, AND FILED WITH THE GOVERNING BOARD AT OR BEFORE THE TIME OR ADJOURNED TIME OF SUCH HEARING. ANY OBJECTIONS AGAINST THE MAKING OF ANY IMPROVEMENT NOT SO MADE SHALL BE CONSIDERED AS WAIVED, AND IF ANY OBJECTION SHALL BE MADE AND OVERRULED OR SHALL NOT BE SUSTAINED, THE CONFIRMATION OF THE RESOLUTION SHALL BE THE FINAL ADJUDICATION OF THE ISSUES PRESENTED UNLESS PROPER STEPS SHALL BE TAKEN IN A COURT OF COMPETENT JURISDICTION TO SECURE RELIEF.

"PLEASE TAKE NOTICE AND BE ADVISED, that if a person decides to appeal any decision made by the Board, with respect to any matter considered at such meeting or hearing, he will 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."

Published by: D. ALBREY ARRINGTON, Ph.D., DISTRICT CLERK  
LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT  
Publish: On or before November 27<sup>th</sup>, 2023.



# LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

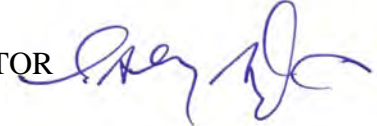
TEL: (561) 747-5700

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: DECEMBER 1, 2023  
SUBJECT: DEP \$100,000 GRANT AGREEMENT (LPA0715) – ENVIRONMENTAL EDUCATION FACILITIES @ 20 ACRES

Last year, I submitted a grant proposal to the Loxahatchee River Preservation Initiative (LRPI) seeking \$100,000 in grant funding to construct parking facilities, a chickee hut, and nature trails at our 20 acres, which will integrate into the existing natural trails within Riverbend Park and Cypress Creek South Natural Area. The proposal clearly stated that the proposed facilities were intended to support passive outdoor recreation and environmental education efforts aimed at fostering a sense of environmental stewardship for the Loxahatchee River watershed. This project was highly ranked by LRPI committee members, and the legislature awarded \$100,000 in funding to this project during the legislative session.

When the legislature funds a project like this, the Department of Environmental Protection (DEP) is tasked with managing the contractual agreement and oversight of the expenditure of the funds. DEP has drafted their Standard Grant Agreement for our project, and it is attached on the following pages. In short, the agreement provides funds for (1) design and permitting, (2) bidding and contractor selection, (3) project management, and (4) construction of the environmental education and passive outdoor recreation facilities (i.e., parking facilities, chickee hut, and nature trails) on our 20 acres, which are located in close proximity to the Northwest Fork of the Loxahatchee River. I encourage you to see Attachment 3, Grant Work Plan (notebook pages xx-xx), which specifies the four major tasks, budget, and anticipated dates.

While the DEP Standard Grant Agreement does not technically require matching funds, the LRPI requires proposals to include a minimum of 50% matching funds by the local sponsor. As such, our proposal was based on an estimated project construction cost of \$200,000, with the LRPI grant providing one-half of the project construction costs. Our most current estimate is that all-in the proposed work (parking, trails and chickee hut) will cost approximately \$250,000 (engineering, permitting, bidding, construction, project oversight). Thus, the LRPI grant will cover approximately 40% of the total estimated project costs.

This grant funding is the basis for the Change Order to KCI's existing agreement to design, bid, and manage remediation of utility impacts on the 20 acres, which is provided under separate memo in this Board Notebook.

I have reviewed the Agreement and recommend approval. Mr. Shenkman has reviewed the agreement and found it to be legally sufficient. Therefore, I offer the following motion for your consideration:

**“THAT THE GOVERNING BOARD authorize the Executive Director to execute the DEP Standard Grant Application LPA0715.”**

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

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

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

1. Project Title (Project): \_\_\_\_\_ Agreement Number: \_\_\_\_\_

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

Grantee Name: \_\_\_\_\_ Entity Type: \_\_\_\_\_

Grantee Address: \_\_\_\_\_ FEID: \_\_\_\_\_ (Grantee)

3. Agreement Begin Date: \_\_\_\_\_ Date of Expiration: \_\_\_\_\_

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

Project Description: \_\_\_\_\_

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

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

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

<input type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input type="checkbox"/> Attachment 2: Special Terms and Conditions
<input type="checkbox"/> Attachment 3: Grant Work Plan
<input type="checkbox"/> Attachment 4: Public Records Requirements
<input type="checkbox"/> Attachment 5: Special Audit Requirements
<input type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at <a href="https://facts.fldfs.com">https://facts.fldfs.com</a> , in accordance with section 215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)
<input type="checkbox"/> Exhibit H: Non-Profit Organization Compensation Form (State)

<input type="checkbox"/> Additional Exhibits (if necessary):	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

**IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.**

**GRANTEE**

Grantee Name

By \_\_\_\_\_  
(Authorized Signature) Date Signed

Print Name and Title of Person Signing

**State of Florida Department of Environmental Protection**

**DEPARTMENT**

By \_\_\_\_\_  
Secretary or Designee Date Signed

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.



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## DWRA Additional Signatures

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Nathan Jagoda, DEP Grant Manager

---

Michael Barr, DEP QC Reviewer

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

**ATTACHMENT 1**

**1. Entire Agreement.**

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

**2. Grant Administration.**

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

**3. Agreement Duration.**

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

#### **4. Deliverables.**

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

#### **5. Performance Measures.**

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

#### **6. Acceptance of Deliverables.**

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

#### **7. Financial Consequences for Nonperformance.**

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction  
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
  - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
  - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

## **8. Payment.**

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments (i.e., cost reimbursement) under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
  - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
  - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
  - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for cost reimbursement and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
  - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
  - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
  - ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

## **Attachment 1**

3 of 13

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

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

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

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
  - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price

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- negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
  - e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
  - f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
  - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
  - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

#### **10. Status Reports.**

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

#### **11. Retainage.**

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

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

#### **12. Insurance.**

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

### **13. Termination.**

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

### **14. Notice of Default.**

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

## **Attachment 1**



### **15. Events of Default.**

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

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

### **16. Suspension of Work.**

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

### **17. Force Majeure.**

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole

discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

#### **18. Indemnification.**

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

#### **19. Limitation of Liability.**

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

#### **20. Remedies.**

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

#### **21. Waiver.**

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

#### **22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.**

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
  - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may

not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

- ii. **Discriminatory Vendors.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- iii. **Antitrust Violator Vendors.** A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
- iv. **Notification.** The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

**23. Compliance with Federal, State and Local Laws.**

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

**24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.**

**This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.**

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

- c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

## **25. Investing in America**

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:

<https://www.epa.gov/invest/investing-america-signage>.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

## **26. Scrutinized Companies.**

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

## **27. Lobbying and Integrity.**

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

## **28. Record Keeping.**

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during

the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

## **29. Audits.**

- a. **Inspector General.** The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. **Physical Access and Inspection.** Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
  - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
  - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
  - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. **Special Audit Requirements.** The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
  - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the



original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

- ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
- iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

**30. Conflict of Interest.**

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

**31. Independent Contractor.**

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

**32. Subcontracting.**

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

**33. Guarantee of Parent Company.**

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

**34. Survival.**

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

**35. Third Parties.**

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

**36. Severability.**

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

**Attachment 1**

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**37. Grantee's Employees, Subcontractors and Agents.**

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

**38. Assignment.**

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

**39. Compensation Report.**

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

**40. Execution in Counterparts and Authority to Sign.**

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



**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Terms and Conditions  
AGREEMENT NO. LPA0715**

**ATTACHMENT 2**

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

**1. Scope of Work.**

The Project funded under this Agreement is Environmental Education and Passive Outdoor Recreation Facilities on the Northwest Fork of the Loxahatchee River. The Project is defined in more detail in Attachment 3, Grant Work Plan.

**2. Duration.**

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2023 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

**3. Payment Provisions.**

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

**4. Cost Eligible for Reimbursement or Matching Requirements.**

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

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

**5. Equipment Purchase.**

No Equipment purchases shall be funded under this Agreement.

**6. Land Acquisition.**

There will be no Land Acquisitions funded under this Agreement.

**7. Match Requirements**

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

**8. Insurance Requirements**

**Required Coverage.** At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. **Commercial General Liability Insurance.**

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. **Commercial Automobile Insurance.**

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

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

c. **Workers' Compensation and Employer's Liability Coverage.**

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. **Other Insurance.** None.

**9. Quality Assurance Requirements.**

There are no special Quality Assurance requirements under this Agreement.

**10. Retainage.**

No retainage is required under this Agreement.

**11. Subcontracting.**

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

**12. State-owned Land.**

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

**13. Office of Policy and Budget Reporting.**

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at [env.roi@laspbs.state.fl.us](mailto:env.roi@laspbs.state.fl.us), and a copy shall also be submitted to the Department at [legislativeaffairs@floridaDEP.gov](mailto:legislativeaffairs@floridaDEP.gov).

**14. Common Carrier.**

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section

**Attachment 2**

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908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808

**15. Additional Terms.**

None.

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

### **ATTACHMENT 3 GRANT WORK PLAN**

**PROJECT TITLE:** Environmental Education and Passive Outdoor Recreation Facilities on the Northwest Fork of the Loxahatchee River

**PROJECT LOCATION:** The Project will be located in the Town of Jupiter within Palm Beach County; Lat/Long (26.9359, -80.1797). See Figure 1 for a location map.

**PROJECT BACKGROUND:** The Loxahatchee River Environmental Control District (LRD, Grantee) owns approximately 20 acres in Jupiter, FL located in very close proximity to the Northwest Fork of the Loxahatchee River. Historically, prior to implementation of LRD's reclaimed water system, LRD used this property as a disposal point for management of treated wastewater. Treated wastewater was pumped to this property, discharged into a storage lake, and flowed into the Norwest Fork of the Loxahatchee River. In 1986, LRD implemented a reclaimed water system where treated wastewater is used to meet local landscape irrigation needs and is no longer discharged to the Loxahatchee River. Since 1987, this property has lain fallow.

Recently, the LRD commissioned a conceptual master plan for this property that calls for general site enhancements, construction of parking and trails to support passive outdoor recreation by the public, and ultimately education facilities on the property. These facilities will be used to encourage the public to explore healthy aspects of the Loxahatchee River watershed, provide context about environmental impacts to the watershed, and identify solutions to achieve a healthy river. The conceptual goal is to have the property function as a focal point for environmental education within the existing network of public-owned lands.

**PROJECT DESCRIPTION:** The Grantee will construct parking facilities, a chickee hut, and nature trails that will integrate into the existing natural trails within Riverbend Park and Cypress Creek South Natural Area. These facilities will be designed to support passive outdoor recreation as well as environmental education efforts aimed at fostering a sense of environmental stewardship for the Loxahatchee River watershed.

This project is associated with the Palm Beach County Loxahatchee River Preservation Initiative.

**TASKS:** All documentation should be submitted electronically unless otherwise indicated.

#### **Task #1: Design and Permitting**

**Deliverables:** The Grantee will complete the design of the parking facilities, chickee hut, and nature trails and obtain all necessary permits for construction of the project.

**Documentation:** The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a summary of activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than quarterly.

### **Task #2: Bidding and Contractor Selection**

**Deliverables:** The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete construction of the parking facilities, chickee hut, and nature trails.

**Documentation:** The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

### **Task #3: Project Management**

**Deliverables:** The Grantee will perform project management, to include field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

**Documentation:** The Grantee will submit interim progress status summaries including summary of inspection(s), meeting minutes and field notes, as applicable.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than quarterly.

### **Task #4: Construction**

**Deliverables:** The Grantee will construct the parking facilities, chickee hut, and nature trails in accordance with the construction contract documents.

**Documentation:** The Grantee will submit: 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request.

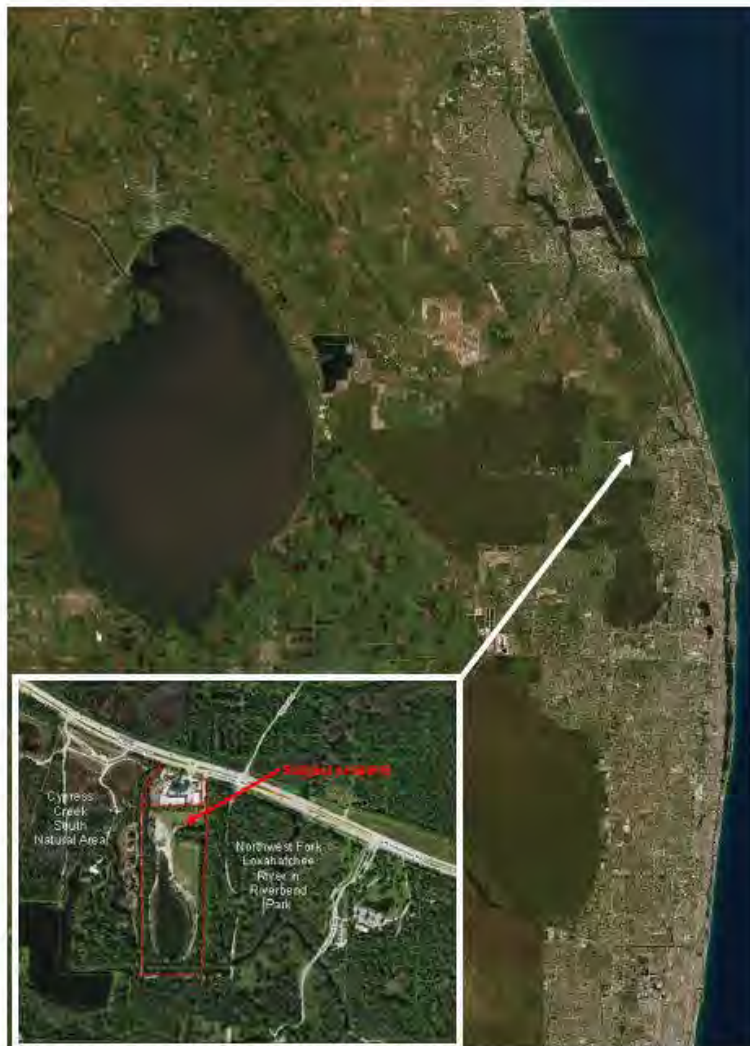
**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than quarterly.

**PROJECT TIMELINE & BUDGET DETAIL:** The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Design and Permitting	Contractual Services	\$15,000	07/01/2023	10/31/2025
2	Bidding and Contractor Selection	Contractual Services	\$3,000	07/01/2023	10/31/2025
3	Project Management	Contractual Services	\$2,000	07/01/2023	10/31/2025
4	Construction	Contractual Services	\$80,000	07/01/2023	10/31/2025
Total:			\$100,000		

**Figure 1 – Location Map**





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

**Attachment 4**

**1. Public Records.**

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

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

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

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

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

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



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

**Attachment 5**

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

**MONITORING**

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

**AUDITS**

**PART I: FEDERALLY FUNDED**

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

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

**Attachment 5**

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## PART II: STATE FUNDED

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

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

## PART III: OTHER AUDIT REQUIREMENTS

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

## PART IV: REPORT SUBMISSION

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

By Mail:

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

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

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

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

By Mail:

**Audit Director**

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

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

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

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

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

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

By Mail:

**Audit Director**

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

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

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

**Attachment 5**

3 of 6

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

## **PART V: RECORD RETENTION**

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

# EXHIBIT – 1

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

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

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

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

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

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

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

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year <sup>1</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2023-2024	37.039	Statewide Water Quality Restoration Projects - LI 1705A	\$100,000	140047
State Program B	State Awarding Agency	State Fiscal Year <sup>2</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$100,000	
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*Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.*

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

<sup>1</sup> Subject to change by Change Order.

<sup>2</sup> Subject to change by Change Order.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A  
Progress Report Form**

<b>DEP Agreement No.:</b>	LPA0715
<b>Project Title:</b>	Environmental Education and Passive Outdoor Recreation Facilities on the Northwest Fork of the Loxahatchee River
<b>Grantee Name:</b>	<u>Loxahatchee River Environmental Control District</u>
<b>Grantee's Grant Manager:</b>	
<b>Reporting Period:</b>	Select Quarter Select Year

**Provide the following information for all tasks identified in the Grant Work Plan:**

Summarize the work completed within each task for the reporting period, provide an update on the estimated completion date for each task, and identify any anticipated delays or problems encountered. Use the format provided below and use as many pages as necessary to cover all tasks. Each quarterly progress report is due no later than twenty (20) days following the completion of the quarterly reporting period.

**Task 1: Design and Permitting**

- Progress for this reporting period:
- Identify delays or problems encountered:

**Task 2: Bidding and Contractor Selection**

- Progress for this reporting period:
- Identify delays or problems encountered:

**Task 3: Project Management**

- Progress for this reporting period:
- Identify delays or problems encountered:

**Task 4: Construction**

- Progress for this reporting period:
- Identify delays or problems encountered:



**Completion Status for Tasks:**

Indicate the completion status for the following tasks if design and/or construction are included in the Grant Work Plan. For construction, the estimated completion percentage should represent the work being funded under this Agreement.

**Design (Plans/Submittal):** 0% ☐ 30% ☐ 60% ☐ 90% ☐ 100% ☐

**Permitting (Completed):** Yes ☐ No ☐

**Construction (Estimated):** \_\_\_\_\_ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

---

Signature of Grantee's Grant Manager  
(*Original Ink or Digital Timestamp*)

---

Date

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C  
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.



# 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:** DECEMBER 6, 2023  
**SUBJECT:** E-MAIL AND INTERNET USE POLICY

Through the process of updating our Personnel Policies and Procedures, staff have determined it would be more appropriate to have our E-mail and Internet Use Policy documented as a stand-alone policy rather than nested within our Personnel Policies and Procedures. Therefore, I am offering the attached policy for your approval.

The draft policy is an improvement over our prior policy, i.e., it is more concise, and more clearly establishes the high-level requirements for staff, and it has been reviewed and approved by Lara Donlon, our legal counsel who specializes in labor and employment law. The revised policy is attached for your review.

I request your approval of the following motion:

**“THAT THE GOVERNING BOARD approve the E-Mail and Internet Use Policy and authorize the Executive Director to implement the policy with an effective date of December 15, 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	Doc No:	LRD-POL-IT-01.00
		Effective Date	12/15/2023
		Revision History:	
Authors: Albrey Arrington, Bud Howard, Joe Chung	Issuing Department: Information Technology	Revision No.	0
		Review Date:	Dec. 2026
		Page:	Page 1 of 2

## E-MAIL AND INTERNET USE POLICY

### Purpose

This E-mail and Internet Use Policy outlines the acceptable and responsible use of the District's e-mail and internet systems by employees. It is designed to ensure a secure and productive online environment while being compliant with relevant laws.

### Policy

Use of District e-mail and internet systems should be for work-related purposes, such as official tasks, communication, research, and training. Limited personal internet use is allowed during breaks, but it should not interfere with work responsibilities. Accessing or sharing inappropriate, offensive, or illegal content is strictly prohibited.

The District reserves the right to monitor internet usage to ensure compliance with this policy. All communications and information transmitted by, received from, or stored in the District's e-mail system are public records and property of the District and will be maintained as such. Employees have no right of personal privacy or privilege in any matter stored in, created, received, or sent over the District e-mail system. Monitoring will be conducted in accordance with applicable laws and regulations. The District's policies prohibiting harassment and discrimination apply to use of the e-mail and internet systems.

Protect your login credentials and report any suspicious activities promptly. Use District-provided security tools and follow established protocols to safeguard information. You must exercise caution when opening emails from unknown sources and accessing unknown websites to prevent security risks. Downloading or installing software without proper authorization is not allowed. Personal devices connected to the agency's network must comply with the District's security standards.

### Definitions

List definitions necessary to understand the policy statement (section above).

- A. Policy: a principle of action adopted by the LRD Governing Board
- B. Procedure: the official LRD way of doing something

### Relevant Procedures

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

- A. How to use Phish Alert Button PC Edition
- B. Public Record Retention and Disposal Procedures

**Authority:** Chapter 2021-249, Laws of Florida

**Date Approved by Governing Board:** December 15, 2023

### Relevant Policies

The following policies may relate to this policy:

- A. Personnel Policies & Procedures
- B. Social Media Policy
- C. Public Records, Record Retention, and Disposition Policy

### Applicability

This policy applies to all District employees.

### Consequences

Violation of this policy may result in disciplinary action, including warnings, suspension, or termination. Legal action may be taken if E-mail or internet use leads to unlawful activities or breaches security.

### Policy Questions

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



# LOXAHATCHEE RIVER DISTRICT

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FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

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

## MEMORANDUM

DATE: December 6, 2023

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

DESCRIPTION: Payment Processing Services for FY2024; Account #: 40-42-5340

This request is to authorize a \$75,000 not-to-exceed purchase order to Edmunds GovTech, Inc. for credit/debit card and eCheck payment transaction fees for the remainder of FY2024.

Edmunds GovTech is the Customer Information System (CIS) that includes their eCheck and Credit/Debit card payments portal. Edmunds was selected by the District through RFP #22-004-000114 in February 2022. The charges in this request are in compliance with that contract.

In support of the new CIS going live today, the Executive Director approved a \$2,000 not-to-exceed purchase order for December transactions. This authorization is for the projected transaction fees for the remainder of FY2024 - January through September 2024.

Therefore, we offer the following suggested motion:

**“THE DISTRICT GOVERNING BOARD authorizes the Executive Director to approve a \$75,000 not-to-exceed purchase order to Edmunds GovTech, Inc., for eCheck and credit/debit card payment transaction fees for the remainder of FY2024.”**

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



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D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

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

## MEMORANDUM

DATE: December 6, 2023

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

BUDGET: Printing and Mailing services budgeted item for FY2024  
Postage Account # 40-42-5420 – Not to exceed \$60,000  
Printing Account # 40-42-5340 – Not to exceed \$35,000

### DESCRIPTION:

This request is to authorize a \$95,000 not-to-exceed purchase order to Professional Mail Services Inc. (PMSI) for printing and mailing services of quarterly sewer bills, past due notices, and other high-volume correspondence for the remainder of FY2024.

PMSI is the printing and mailing partner of Edmunds GovTech that the District selected through RFP #22-004-000114 in February 2022, and is integrated with the new Edmunds customer information system that went live today. The charges in this request are in compliance with the Edmunds/PMSI contract.

In support of our transition to the new system and immediately printing and mailing the past due notices, the Executive Director previously authorized a not-to-exceed purchase order to PMSI for \$2,700.

While postage fees are exempt from the District's procurement process, we bring this to the Board for approval to provide full transparency of the magnitude of these annual costs.

Therefore, we offer the following suggested motion:

**“THE DISTRICT GOVERNING BOARD authorizes the Executive Director to approve a \$95,000 not-to-exceed purchase order to Professional Mail Services Inc. for printing and mailing services for the remainder of FY2024.”**

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

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FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

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

## MEMORANDUM

DATE: December 6, 2023

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

BUDGET: Printing and Mailing services budgeted item for FY2024  
Postage Account # 40-42-5420 – Not to exceed \$60,000  
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### DESCRIPTION:

This request is to authorize a \$95,000 not-to-exceed purchase order to Professional Mail Services Inc. (PMSI) for printing and mailing services of quarterly sewer bills, past due notices, and other high-volume correspondence for the remainder of FY2024.

PMSI is the printing and mailing partner of Edmunds GovTech that the District selected through RFP #22-004-000114 in February 2022, and is integrated with the new Edmunds customer information system that went live today. The charges in this request are in compliance with the Edmunds/PMSI contract.

In support of our transition to the new system and immediately printing and mailing the past due notices, the Executive Director previously authorized a not-to-exceed purchase order to PMSI for \$2,700.

While postage fees are exempt from the District's procurement process, we bring this to the Board for approval to provide full transparency of the magnitude of these annual costs.

Therefore, we offer the following suggested motion:

**“THE DISTRICT GOVERNING BOARD authorizes the Executive Director to approve a \$95,000 not-to-exceed purchase order to Professional Mail Services Inc. for printing and mailing services for the remainder of FY2024.”**

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

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

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

## MEMORANDUM

To: D. Albrey Arrington, Ph.D., Executive Director  
From: Bud Howard, Director of Information Services  
Joe Chung, IT Manager  
Date: December 4, 2023  
Subject: Purchase Authorization for Replacement of Computer Server Equipment with Professional Installation and Configuration Consulting Services.

This is a request for the Governing Board's approval for the purchase of replacement computer server equipment that provide a host of computer services including database systems, files, and client-computer management, and has now reached its end of useful life. This purchase, under contract pricing through Dell EMC and Virtualization Advisors, LLC includes \$133,324.92 in server hardware, storage hardware, software and manufacturer support, and a not-to-exceed authorization to Virtualization Advisors, LLC of up to \$45,360 for professional installation and configuration consulting services.

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

The main purchase is through the Dell EMC contract (MNWNC-108 / 43211500-WSCA-15-ACS) under National Association of Procurement Officials (NASPO) in the amount of \$176,554.92. Additionally, there is a \$2,130.00 purchase of server accessories not under contract, for a total project purchase request in the amount of \$178,684.92. This is a FY24 budgeted item at \$130,000.

Therefore, staff recommend the following motion:

**"THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to authorize three purchase orders. One purchase order to Dell EMC for the computer server equipment and software in the amount of \$65,393.18. Two purchase orders to Virtualization Advisors, LLC: (1) for the purchase of storage hardware, software, and server accessories in the amount of \$ 67,931.74 and (2) a not to exceed purchase order for up to \$45,360 for professional installation and configuration consulting services, in accordance with the attached quotations dated November 30, 2023 and December 1, 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

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

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

## MEMORANDUM

To: D. Albrey Arrington, Ph.D., Executive Director  
From: Bud Howard, Director of Information Services  
Joe Chung, IT Manager  
Date: December 4, 2023  
Subject: Purchase Authorization for Replacement of Computer Server Backup Equipment with Professional Installation and Configuration Consulting Services.

This is a request for the Governing Board's approval for the purchase of replacement computer server backup equipment that provides data protection through backups, replication, recovery, search and analytics, and has reached its end of useful life. This purchase, under contract pricing through Virtualization Advisors, LLC, includes \$39,726.41 in backup system hardware, software and manufacturer support, and a not-to-exceed authorization of up to \$10,080 for professional installation and configuration consulting services.

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

This purchase is through the Dell EMC contract (MNWNC-108 / 43211500-WSCA-15-ACS) under National Association of Procurement Officials (NASPO), and the \$49,806.41 total purchase request is a FY23 budgeted item at \$60,000.

Therefore, staff recommend the following motion:

**“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to authorize two purchase orders to Virtualization Advisors, LLC; one purchase order for the computer server backup equipment and software in the amount of \$39,726.41, and a not to exceed purchase order for up to \$10,080 for professional installation and configuration consulting services, in accordance with the attached quotations dated November 30, 2023.**

**Dr. Matt H. Rostock**  
CHAIRMAN

**Kevin L. Baker**  
BOARD MEMBER

**Gordon M. Boggie**  
BOARD MEMBER

**Stephen B. Rockoff**  
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**D. Albrey Arrington, Ph.D.** EXECUTIVE DIRECTOR

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

## MEMORANDUM

To: Governing Board  
From: Kara Fraraccio, Director of Finance and Administration  
Date: December 8, 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. 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:

### Schedule 1: Aggregated Asset Disposals

<u>Description</u>	<u>Model or Serial Number</u>	<u>Condition</u>	<u>Estimated Value</u>
2 HP Barnes Pump	SGVF2022L-LP0749	Beyond Repair	\$0
2 HP Barnes Pump	C1700273-0914	Beyond Repair	\$0
2 HP Barnes Pump	C756137-0600	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.

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

**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

## Schedule 2: Renewal and Replacement Disposals

Fixed Asset Number	Asset Description	Date Recorded	Number of Years Anticipated	Acquired Value	Book Value
CTLS0235	Ls Conversions - LS210 Repairs	09/30/09	25	16,500.00	7,261.24
CTLS0236	Ls Rehabs LS210 Rehab	09/30/09	15	1,196.00	78.68
CTLS11	LS064 - Bridge Rd	09/30/84	25	31,240.00	-
CTLS124	LS163 Rehab-Piping	09/30/00	15	3,400.00	-
CTLS192	Ls Rehabs Fye 9/30/06 - Permits For LS064 Rehab	09/30/06	15	886.75	-
CTLS192	Ls Rehabs - LS064 Electrical	09/30/06	15	2,358.86	-
CTLS34	LS210 - Subregional	09/30/88	25	65,908.46	-
CTLS34	LS211 - Subregional	09/30/88	25	65,908.45	-
DLS34	LS112 - 1745 Us 1 (Yb2), Yogi Bear	02/28/82	25	20,000.00	-
DLS62	LS233 - Adm Cove/Harbour Island	11/01/87	25	82,565.64	-
DLS95	LS266 - 131 Bears Club Dr, Bears Club Ph III	09/30/01	25	12,716.47	1,523.83
IQLS518	IQ518 Pump & Motor #3 Rebuild	09/30/15	15	6,320.16	2,949.44
IQLS518	IQ518 Pump & Motor #2 Rebuild	09/30/18	10	5,927.08	2,963.53
OE0262	Computer, Dell Precision T3500 (repl Scada)	09/30/09	3	1,781.05	-
OE0292	Data Protection For Server Data	09/30/11	3	10,150.00	-
OE0293	Compuer Cross Training Program	09/30/11	3	10,937.50	-
OE0294	Interactive Training Module-Compliance Sampling	09/30/12	3	17,500.00	-
OE0296	Interactive Comp Based Confined Space Training	09/30/12	3	14,000.00	-
OE0303	Palo Alto Networks Device #Pa-3020	09/30/15	3	17,150.00	-
OE0304	Server Hardware Equipment	09/30/15	3	67,182.03	-
OE038	Network Switch Upgrade -	09/30/16	3	15,800.88	-
OE129	Microsoft Office Computer Program	09/30/96	7	4,866.00	-
OE200	Replace Existing Tape Backup Unit	09/30/05	3	1,644.53	-
OE213	Powerware Ups, Model Fe.3Kva	09/30/04	3	7,156.00	-
OE228	Workstation, Precision 370 Minitower	09/30/05	3	1,549.06	-
OE243	Desktop System, Dell Optiplex Gx620	09/30/06	3	1,024.23	-
OE251	Laptop Computer, Latitude D830	09/30/07	3	1,819.09	-
OE252	Minitower, Dell Precision 390	09/30/07	3	2,059.60	-
OE39	Programming For Cad System	09/30/90	7	33,000.00	-
OE39	Software & Hardware For Cad System	09/30/91	7	6,621.00	-
OE39	Upgrade Autocad	09/30/93	6	1,430.74	-
PE48	125 Kw Diesel Genset Generator W/steel encl	09/30/05	5	40,340.35	-
PE48	Upgrade Onan 143 Kw Genset-shunt trips/breakers	09/30/09	5	1,770.00	-
TDE0219	Rebuild Booster Pump/Seals @ Iq Site #515	09/30/09	10	4,289.86	-
TDE0242-10	Eq Tank Mixing Pump #1 Rep/Upgrade (45HP)	09/30/13	15	18,266.70	6,088.90
TDE0243	Blower Bldg. - 387 Cy Mechanical Equip.	09/30/07	15	18,394.49	-
TDE0251	Sludge Odor Control	09/30/07	15	18,103.19	-
TDE0271	Clarifier 3 Rehab Work	09/30/07	15	128,821.03	-
TDE198	Rehab Materials For Clarifier #3 Rehab	09/30/07	5	2,326.50	-
TDE198	Pista Grit System Replacement	09/30/07	5	5,167.00	-
TDE201	Dell 490 Mini-Tower Maxicom Pc For Reuse	09/30/07	10	1,903.00	-
TDE96	Sludge System R&R - Muffin Monster	09/30/99	15	5,150.00	-
TDS0102	Replace A/C Condensors @ Wildpine Lab	09/30/09	10	3,965.00	-
TDS31	Filter Pump Station	09/30/89	45	5,958.78	1,444.68
TDS43	Headworks	09/30/93	40	35,293.75	8,870.22
TE0102	Unit #20 Omaha Standard 9' Crane Body	09/30/12	5	11,610.00	-
TE0102	Unit #20-Auto Crane 6,000 Lb Capacity	09/30/12	5	23,410.00	-
TE0102	Unit #20 - Misc After Market Equip	09/30/12	3	8,774.26	-
<b>Total Assets to be Disposed</b>				<b>\$ 864,143</b>	<b>\$ 31,181</b>

Items slated for disposal that have no remaining value will be recycled or otherwise disposed of in an environmentally conscious manner.

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

I offer the following motion for your approval:

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





# LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

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

## MEMORANDUM

TO: D. Albrey Arrington, Ph.D.  
FROM: Kris Dean, P.E., Deputy Executive Director/Director of Engineering  
DATE: December 06, 2023  
SUBJECT: Professional Engineering Services for 9278 Indiantown Road/20 Acres – Site Remediation: Change Order No. 1

The District's initial wastewater treatment facilities included advanced wastewater treatment at the current treatment plant location with effluent disposal to the headwaters of the Loxahatchee River. The effluent disposal system included a treated effluent main to the 20 Acres with discharge to a constructed lake. From the lake effluent flowed over a weir into a canal that discharged to the Loxahatchee River.

In May 2023 the Board approved a professional engineering services contract with KCI Technologies, Inc. to develop a site remediation plan. The work will include clearing and grubbing of the lake banks, demolition of the existing outfall weir and supporting structures, capping the lakebed silt and installing an earthen dam to replace the outfall weir. Since authorization of the professional services agreement in May the District has received a grant proposal from FDEP in the amount of \$100,000 to construct parking facilities, a chickee hut and nature trails at the 20 acres (See Tab 5B). Professional engineering services required for the grant funded facilities were not part of the professional engineering services agreement approved in May 2023. To provide the additional professional engineering services KCI Technologies, Inc. has proved the attached change order proposal which provides professional engineering services through bidding for the improvements defined in the grant. Note, the additional professional engineering services provided under the change order are for facilities defined in the grant and do not include additional required improvements such as water, sewer, electric lighting, landscaping, etc. that may be identified and required by Palm Beach County Planning, Zoning and Building. Additional required improvements, if necessary, will require a subsequent change order for additional professional engineering services.

Staff recommend the following motion:

**“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute KCI Technologies, Inc. Change Order No. 1 dated October 24, 2023 amending the contract amount from \$77,700.00 to \$117,180.00”**

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





April 12, 2023

***Revised 5/3/23***

Kris Dean, P.E.  
Deputy Executive Director/Director of Engineering  
Loxahatchee River Environmental Control District  
2500 Jupiter Park Drive, Jupiter, FL 33458  
Kris.Dean@lrecd.org  
(561) 401-4024

### **PROJECT UNDERSTANDING:**

At the February 16, 2023 Progress Meeting, KCI presented the “Loxahatchee River District Environmental Engagement Campus – Conceptual Master Plan”. Within the 19 - page document there were four (4) phases of construction to implement the full buildout of the envisioned development. The 4 phases of construction are as follows:

- Phase 1 - Remediation
- Phase 2 - Site Amenities
- Phase 3 - Storm Drainage and Landscaping
- Phase 4 - Site Development

KCI was asked by the Client to provide site civil design and permitting services only for Phase 1 Remediation.

***Post-design services and Geotechnical testing, analysis, and monitoring are not a part of this agreement.***

### **SCOPE OF SERVICES:**

KCI will perform the following services:

#### **Task 1 Kickoff Meeting**

KCI will attend a kick-off meeting with the Client whereby discussions will address the overall project, assign responsibilities, contacts and issue the NTP.

#### **Task 2 Data Collection**

##### **2.1 Identify Design Components**

KCI will initially confirm with the Client the design components that were identified in the Conceptual Master Plan and receive any client input regarding these components. The master plan identified the components for design as:

- Clearing and grubbing  
Removal of vegetation at pond edge
- Site Demolition  
Removal of the existing fixed weir outfall structure
- Earthwork  
Special fill (off-site imported sand)  
Remove the existing fixed weir  
New earthen dam (replace the demolished fixed weir outfall)

## **2.2 Review Geotechnical Report**

KCI will review the Geotechnical Report prepared by Terracon, dated 8/3/21, to determine the soils strata and types of soils to assist in decision making as to the best methodology to (a) cap the sediments in the lake with clean fill or (b) excavation and reuse of the removed sediments elsewhere on the site.

## **Task 3 Schematic Design Plans (30% Submittal)**

In conformance with the requirements of the Town of Jupiter and Palm Beach County relative to site plan submittal, KCI shall prepare Schematic Engineering Plans (30% Complete) based upon the Conceptual Master Plan. Schematic engineering plans are to include the level of detail necessary to show site grading, lake slopes, embankments and stormwater management amenities to maintain off-site outfall during heavy rainfall events for the Phase 1 Remediation components previously identified in Task 2 above.

Site items to be included in the site civil design plans:

- Cover Sheet
- General Notes
- Grading and Drainage Plan
- Earthwork Plan
- Clearing and Grubbing Plan
- Demolition Plan
- Erosion Control Plan
- Cross Section Plan
- Construction Details

Schematic engineering design shall comply with the rules and regulations of the Town of Jupiter and Palm Beach County jurisdictional engineering requirements.

## **Task 4 Design Development Plans (60% Submittal)**

Based upon preliminary Schematic Engineering Plans, KCI shall prepare Design Development Engineering Plans (60% Complete) with sufficient detail showing plans, grading and remediated lake cross sections. KCI will address design conflicts with existing conditions and coordinating with jurisdictional agencies. KCI will provide Outline Technical Specifications.

## **Task 5 Meetings**

KCI will attend progress meetings requested by the Client and other meetings required to review the work tasks associated with the engineering elements of this proposal. KCI will also attend requested meetings with jurisdictional agencies as needed. KCI will prepare agendas for each meeting and meeting minutes KCI will attend up to six (6) meetings in total for this task.

## **Task 6 Construction Document Plans (90% Submittal)**

### **6.1 Construction Document Plans**

Based upon Design Development Engineering Plans, KCI shall prepare Construction Document Engineering Plans (90% Complete) sufficient for permit application submittals and construction of the proposed improvements. Plans are to include details for the various scope elements included in the schematic plans, i.e., grading and drainage improvements for the remediation phase only. On-site water, fire lines and sewer plans are not part of this phase of work and this agreement. Any off-site improvements are not included in this scope of work. If required, KCI will provide the Client with a proposal for any additional scope items.

### **6.2 Permitting Applications**

KCI will provide technical criteria, written description and design data for use in filing applications for permits relative to KCI's scope of services with the governmental agencies having jurisdiction to review the design of the project. KCI will respond to up to 3 rounds of RAIs from the jurisdictional agencies. Application and permit fees are the responsibility of the Client and are not included within this agreement. The following regulatory agencies' permit applications or informational submittals will be provided for the design:

- Palm Beach County
- South Florida Water Management District (SFWMD)
- South Indian River Water Control Management District (SIRWCMD)

## **Task 7 Final Bid Documents (100% Submittal)**

KCI will provide the final bid documents for contractor procurement consisting of 100% complete plans, technical specifications, including Division 1 - General Requirement and Front-End Documents, to be provided by the Client's Procurement Division.

## **Task 8 Bid Assistance**

KCI shall attend a Pre-Bid Meeting, with contractors interested in bidding, to discuss the specifics of the intended scope of work and answer any Request for Information (RFI) from the contractors at the meeting and during the subsequent bid period. KCI shall review the submitted bids for compliance with the contract documents, develop a tabulation of bids for Client's use and recommendation of Bid Award.

## **Task 9 Project Schedule and Monthly Reports**

KCI has developed Microsoft Project schedule (attached hereto) starting with the NTP. Monthly progress reports and update progress schedule will be prepared and submitted with our monthly invoice that will be due by the 5<sup>th</sup> of each month. The schedule will indicate the percent complete of each task.

Lump sum for Tasks 1-9 .....\$83,120.00

## **Design Team/KCI Personnel Assigned**

Todd Mohler, RLA	Contract Manager
Robert Zuccaro, P.E. ENV SP	Sr. Project Manager, Civil
Nicholas Leone, P.E.	Project Engineer
Jonathan Geiger, EIT, ENV SP	Design Engineer
Byron Reynolds	Design Engineer
Jolly Hallem	Project Assistant

Resumes of key task leaders were submitted as part of the initial CCNA selection process.

## **FEES AND PAYMENTS**

The following fees are for the performance of the Services listed in the Scope of Services above, at the location described above. The fees listed in this FEES AND PAYMENTS section do not cover any Additional Services (defined below), or any other services which are not specifically described as part of the Services.

KCI will submit monthly invoices for the Services and Additional Services rendered and the Direct Expenses and Charges incurred. Client agrees to comply with the PAYMENT terms in the General Provisions.

KCI's fee for the Services listed in the Scope of Services above will be a lump sum fee of **\$83,120.00 for Tasks 1-9**. Fees will be invoiced monthly on the basis of percentage of work performed. The lump sum fee does not include direct expenses associated with the performance of these Services.

## **DIRECT EXPENSES AND CHARGES**

In addition to the above fees, Client shall also pay KCI the following expenses and charges:

1. Cost plus fifteen (15) percent for fees associated with the filing of applications and permits and for reproductions and prints, special mailings and courier fees as requested or required in KCI's normal performance of the Services.
2. 56 cents per mile for all automobile mileage associated with KCI's normal performance of the Services.
3. Cost plus fifteen (15) percent for any subcontract services and equipment rental, if required. The determination as to whether subcontract services are required shall be made solely by KCI.

Based upon currently available information, KCI estimates that the fees for the Direct Expenses and Charges associated with the performance of the Services will be approximately:

Estimated Direct Expenses and Charges.....\$300.00

## **ADDITIONAL SERVICES**

Experience indicates that certain additional services (“Additional Services”) may be required or necessary that KCI cannot presently determine or estimate. For this reason, the fee for Additional Services is not included in the "Fees and Payments" section of this Proposal. Further, the performance of these Additional Services is not included in the Scope of Services unless expressly described in that section of this Proposal.

These Additional Services are caused by many factors including, but not limited to, the following examples: discretion of the Client and/or its construction contractors possibly from decision to deviate from current policies and standards; or, a reviewing agency/regulator determination. For clarity, Additional Services, for the purposes of this Proposal, include the common understanding and purpose of the terms: extras, change orders, and add-ons.

For Client's reference, the following are some examples of Additional Services that may be necessary to complete the Services but that are expressly excluded from the Scope of Services listed above. In view of their exclusion from this Proposal, KCI is not and shall not be held responsible for their performance as Services within the Scope of Services.

*Post-design services*

*Geotechnical testing, analysis, and monitoring*

*Off-site work required by a County or other governmental agency.*

*Work revisions on any Scope of Services items that are required as a result of a change requested by Client after previous approval by it or any approving agencies.*

*Re-work or revisions of work due to changes in policies or regulations during the progress of the work.*

*Traffic impact studies*

*All work performed prior to the date of this agreement.*

*Expert witness testimony.*

In the event staff is to be utilized for additional services, then KCI's fee for the Services performed by staff will be the following hourly rates listed:

### **HOURLY RATE SCHEDULE**

<b><u>JOB CLASSIFICATION</u></b>	<b><u>HOURLY RATE</u></b>
Project Assistant	\$70.00
Engineer-in-Training	\$105.00
Design Engineer	\$130.00
Senior Design Engineer	\$150.00
Project Engineer	\$160.00
Senior Project Engineer	\$180.00
Landscape Architect-in-Training	\$100.00
Landscape Architect	\$140.00
Project Manager	\$160.00
Senior Project Manager	\$180.00
Practice Leader	\$200.00
Regional Practice Leader	\$225.00

### **FEES AND PAYMENTS FOR ADDITIONAL SERVICES**

Fees and payments for Additional Services shall be in addition to any fees and payments for the Services and shall be billed and paid on the same fee and payment terms described for the Services or as mutually agreed upon in writing when the Additional Services are ordered by the Client.



## **CONCLUSION**

KCI welcomes the opportunity to collaborate with **LOXAHATCHEE RIVER DISTRICT** on this project. The KCI point of contact (“POC”) if you have questions about this Proposal, the General Provisions, or any other attachments is Todd Mohler., Sr. Project Manager, who may be contacted at either (954) 776-1616 or [Todd.Mohler@kci.com](mailto:Todd.Mohler@kci.com).

KCI welcomes the opportunity to serve **LOXAHATCHEE RIVER DISTRICT** and looks forward to working with you on this project.

Very truly yours,

---

Bruce Reed, RLA  
KCI Technologies, Inc.  
Regional Practice Leader

---

Todd Mohler, RLA  
KCI Technologies, Inc.  
Sr. Project Manager

## **ACCEPTANCE**

By signing this Proposal, you are accepting the Proposal, General Provisions, and any other attachments and, therefore, agreeing to a legally binding contract with KCI Technologies, Inc.

The person executing this contract on behalf of the Client does hereby warrant that he/she has full authority to do so.

This contract will go into effect as of the date of the signature below. Please provide a copy of the signed contract to the KCI POC.

---

Name

---



Title

---









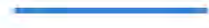









Date

LOXAHATCHEE ENVIRONMENTAL CENTER  
PHASE I- REMEDIATION  
CIVIL ENGINEERING TASKS  
05/02/23

DESCRIPTION		Project Assistant		Design Engineer		Project Engineer		Senior Project Manager		Practice Leader		Total Hours per Task	Total
		Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate		
			\$70.00		\$130.00		\$160.00		\$180.00		\$200.00		
Task 1	Kick-off Meeting		\$70.00		\$130.00	6	\$160.00	6	\$180.00	6	\$200.00	18	\$ 3,240.00
Task 2	Data Collection												\$ -
2.1	Identify Design Components	2	\$70.00	16	\$130.00		\$160.00	2	\$180.00		\$200.00	20	\$ 2,580.00
2.2	Review Geotechnical Report	2	\$70.00	16	\$130.00	8	\$160.00	4	\$180.00		\$200.00	30	
Task 3	Schematic Design Plans (30% Submittal) (9 Sheets)	2	\$70.00	72	\$130.00	24	\$160.00	22	\$180.00		\$200.00	120	\$ 17,300.00
Task 4	Design Development Plans (60% Submittal) (9 Sheets)	2	\$70.00	36	\$130.00	24	\$160.00	14	\$180.00		\$200.00	76	\$ 11,180.00
Task 5	Meetings (6 mtgs /4hrs/each incl. travel)		\$70.00	24	\$130.00		\$160.00	24	\$180.00		\$200.00	48	\$ 7,440.00
Task 6	Construction Document Plans (90% Submittal)												
6.1	Construction Document Plans	2	\$70.00	36	\$130.00	16	\$160.00	14	\$180.00		\$200.00	68	\$ 9,900.00
6.2	Permitting Application	4	\$70.00	36	\$130.00	24	\$160.00	14	\$180.00		\$200.00	78	\$ 11,320.00
Task 7	Final Bid Documents												
	Plans (100%) , Tech. Specs , Front End Design	24	\$70.00	16	\$130.00	24	\$160.00	16	\$180.00		\$200.00	80	\$ 10,480.00
Task 8	Bid Assistance	8	\$70.00	24	\$130.00		\$160.00	6	\$180.00	6	\$200.00	44	\$ 5,960.00
Task 9	Project Schedule and Monthly Reports (6 months)	12	\$70.00		\$130.00		\$160.00	16	\$180.00		\$200.00	28	\$ 3,720.00
		58		276		126		138		12		610	
PROJECT TOTAL													\$ 83,120.00

ID	Task Name	Duration	Start	Finish	% Complete	Qtr 2, 2023			Qtr 3, 2023			Qtr 4, 2023			Qtr 1, 2024			Qtr 2, 2024			Qtr 3, 2024		
						Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
1	 Kickoff Meeting	0 days	Mon 5/15/23	Mon 5/15/23	0%		◆ 5/15																
2	Data Collection	15 days	Mon 5/15/23	Fri 6/2/23	0%		↓																
3	Identify Design Components	15 days	Mon 5/15/23	Fri 6/2/23	0%		▬																
4	Review Geotechnical Report	15 days	Mon 5/15/23	Fri 6/2/23	0%		▬																
5	Schematic Design Plans (30% Submittal)	30 days	Mon 5/15/23	Fri 6/23/23	0%		▬																
6	Client Review	15 days	Mon 6/26/23	Fri 7/14/23	0%			▬															
7	Design Development Plans (60% Submittal)	60 days	Mon 7/17/23	Fri 10/6/23	0%				▬														
8	Client Review	15 days	Mon 10/9/23	Fri 10/27/23	0%					▬													
9	Constr. Documents (90% Submittal)	120 days	Mon 10/30/23	Fri 4/12/24	0%							▬											
10	Construction Document Plans	90 days	Mon 10/30/23	Fri 3/1/24	0%							▬											
11	Permitting Application	120 days	Mon 10/30/23	Fri 4/12/24	0%							▬											
12	Client Review	15 days	Mon 3/4/24	Fri 3/22/24	0%											▬							
13	Final Bid Documents (100% Submittal)	30 days	Mon 4/15/24	Fri 5/24/24	0%												▬						
14	Bid Assistance	90 days	Mon 5/27/24	Fri 9/27/24	0%														▬				
15	 Project Schedule and Monthly Reports	360 days	Mon 5/15/23	Fri 9/27/24	0%		▬																

Project: Engineering Services  
Tentative Project Schedule  
Date: 05/08/23

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			



# LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

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

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

## MEMORANDUM

TO: D. Albrey Arrington, Ph.D.

FROM: Kris Dean, P.E., Deputy Executive Director  
Jason A. Pugsley, P.E., Plant Manager

DATE: December 7, 2023

SUBJECT: Anaerobic Selector Zone Pilot Testing and Process Aeration System Energy Efficiency Evaluation - Professional Engineering Services

The greenhouse gas evaluation and subsequent optimization strategies performed through 2021 and 2022 identified potential operational limitations of the wastewater treatment plant originating in the activated sludge aeration process. One potential remedy to the operational limitations is to implement an anaerobic selector strategy to reduce filamentous bacteria proliferation and the resulting potential for floating sludge within the secondary clarifier units. This strategy would provide an anaerobic selector zone as part of the treatment process within the existing aeration basins.

Parallel with the desire to pilot test the anaerobic selector zone in the treatment process, staff wish to evaluate potential improvements to the existing process aeration system.

The District engaged with Baxter & Woodman for the assessment and evaluation of the potential integration of an anaerobic selector zone within the existing activated sludge aeration system located at the wastewater treatment plant with the goals of (1) developing and implementing an anaerobic selector zone pilot test, including identifying sampling and lab analysis, assisting with design and implementation of temporary physical and operational modifications, providing technical support during pilot testing, evaluating data, and recommending improvements including cost estimates and (2) evaluate alternatives to improve the energy efficiency of the process aeration system, including potentially replacing the existing multi-stage centrifugal blowers with higher efficiency blowers, upgrading instrumentation and controls, and piping modifications. The evaluation will also quantify the impacts and associated reduction in greenhouse gas emissions.

**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

Baxter & Woodman proposes to perform the above services for a lump sum fee of \$102,224.00 as detailed in the attached agreement pursuant to their Continuing Contract for Professional Engineering Services issued under RFQ 20-001-PROFSERVICES.

Staff recommend the following motion.

**“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to enter into a contract with Baxter & Woodman for professional engineering services as detailed in the attached agreement and in the amount of \$102,224.00.”**

**AGREEMENT BETWEEN LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT  
AND BAXTER & WOODMAN, INC.  
FOR PROFESSIONAL ENGINEERING SERVICES**

**“ANAEROBIC SELECTOR ZONE PILOT TESTING  
AND  
PROCESS AERATION SYSTEM ENERGY EFFICIENCY EVALUATION”**

**DATE:** December 6, 2023

**BACKGROUND**

This Agreement is for the performance of engineering services by Baxter & Woodman, Inc. pursuant to the Continuing Contract for Professional Engineering Services – Wastewater-Reuse-WWTF, between Loxahatchee River District (District) and Baxter & Woodman dated October 16, 2020. The District has the right to stop work at any time being only responsible for costs incurred up to that time.

Baxter & Woodman, Inc. is pleased to provide a proposal for assessment and evaluation of an anaerobic selector zone and the activated sludge aeration system located at the Wastewater Treatment Plant. We understand the project goals are to (1) develop and implement anaerobic zone pilot testing, including identifying sampling and lab analysis, assisting with design and implementation of temporary physical and operational modifications, providing technical support during pilot testing, evaluating data, and recommending improvements including cost estimates and (2) evaluate alternatives to improve the energy efficiency of the process aeration system, including potentially replacing the existing multi-stage centrifugal blowers with higher efficiency blowers, upgrading instrumentation and controls, and piping modifications. The evaluation will also quantify the impacts and associated reduction in greenhouse gas emissions.

**SCOPE OF SERVICES**

Our Scope of Services to accomplish goals will include the following tasks:

**TASK 1 –Anaerobic Selector Zone Pilot Testing**

1. Project Administration
  - A. Confer with the District from time to time, to clarify and define the general scope, extent, and character of the Project.
  - B. Plan, schedule, and control the activities necessary to complete Task 1. These activities include but are not limited to budget, schedule, scope, and performance.

- C. Schedule one project kick-off meeting via Teams
- 2. Obtain, review, and evaluate the following information provided by the District for use in the evaluation of the potential incorporation of an anaerobic selector zone:
  - A. Existing Plans and Specifications
  - B. Existing O&M Manuals and written procedures
  - C. Biowin Process Model and Greenhouse Gas Evaluation Strategies Technical Memorandums.
  - D. Create lists of missing or conflicting data
  - E. One year of historical process operating data.
- 3. Site Visits:
  - A. Conduct a visual inspection of the existing aeration basins and aeration piping to identify potential methods to implement temporary physical and operational modifications to be incorporated into the proposed pilot testing plan. This scope item will be combined with the scope included in the Task 2 – Process Aeration System Energy Efficiency Evaluation, Item 3 site visit.
  - B. Provide one week of onsite startup assistance for the pilot testing.
  - C. Provide one week of onsite operational assistance during the pilot testing.
- 4. Prepare an Anaerobic Selector Zone Evaluation consisting of preparing the details of the pilot study, providing a summary of results, recommending permanent improvement measures and preparing capital cost estimates.
  - A. Develop a plan to implement temporary process/mechanical and operational modifications to facilitate pilot testing. Identify and recommend options for mixing the anaerobic zone.
  - B. Develop an operational and pilot testing plan, including sampling and lab analysis, to evaluate system process performance during the pilot testing. Provide a list of data to be collected during the pilot test. Consider the need to continue to meet regulatory requirements.
  - C. Provide technical support and review pilot testing data on a weekly basis and confer with District to discuss process performance and provide District with recommended operational modifications to address challenges and/or optimize treatment performance. The scope assumes a 90-day testing period will be performed.
- 5. Prepare and submit a DRAFT Pilot Test Plan Technical Memorandum (TM) summarizing the temporary process/mechanical and operations modifications, laboratory analysis and operating data to be collected, and pilot test schedule. Schedule a DRAFT TM review meeting via Teams.



6. Submit a copy of the FINAL Pilot Test Plan TM which incorporates pertinent District comments to the DRAFT TM to the Loxahatchee River District's Plant Manager in electronic format.
7. Prepare and submit a DRAFT Anaerobic Selector Zone Technical Memorandum (TM), recommendations for permanent modifications, and opinion of probable construction cost. Schedule a DRAFT TM review meeting via Teams.
8. Submit a copy of the FINAL Anaerobic Selector Zone Technical Memorandum TM which incorporates pertinent District comments to the DRAFT TM to the Loxahatchee River District's Plant Manager in electronic format.
9. Attend one meeting to present the findings to the Governing Board.

## **TASK 2 – Process Aeration System Energy Efficiency Evaluation**

1. Project Administration
  - A. Confer with the District from time to time, to clarify and define the general scope, extent, and character of the Project.
  - B. Plan, schedule, and control the activities necessary to complete Task 2. These activities include but are not limited to budget, schedule, scope, and performance.
  - C. Schedule one (1) project kick-off meeting via Teams (to be combined with Task 1 Kickoff Meeting)
2. Obtain, review, and evaluate the following information provided by the District for use in the evaluation of the existing process aeration system:
  - A. Existing Plans and Specifications
  - B. Existing O&M Manuals and written procedures
  - C. Blower air flow data (flow rate and pressure) and electrical usage.
  - D. Create lists of missing or conflicting data
  - E. One year of historical operating data.
3. Site Visit (one day):
  - A. Conduct visual inspection of existing aeration system, including blowers, piping, instrumentation and controls, to determine condition. Interview plant operations staff on operational performance and planned maintenance activities and to discuss diffuser performance and maintenance. This scope item will be combined with the scope included in the Task 1 – Anaerobic Selector Zone Pilot Testing, Item 3.A site visit.

4. Prepare a Process Aeration System Energy Efficiency Evaluation technical memorandum containing recommended improvement measures, capital cost estimates, and projected energy savings from improvements.
  - A. Evaluate the replacement of the existing multi-stage centrifugal blowers dedicated to the process aeration system with higher efficiency blowers.
    - i. Develop conceptual level plans, capital costs and savings for three alternatives or technologies.
    - ii. Provide a recommended alternative
  - B. Identify and review improvement options for diffusers, instrumentation and controls, and aeration piping.
5. Calculate baseline Greenhouse Gas (GHG) emissions from the existing process aeration system. Determine GHG reduction from implementing the proposed aeration system energy efficiency improvements.
6. Evaluate funding opportunities available for energy efficiency improvements.
7. Prepare recommendations and an opinion of probable cost for items requiring maintenance and repairs. This item shall include the preparation of a 20-year life cycle cost analysis which indicates the potential pay back period for the proposed process aeration system improvements.
8. Prepare and submit a DRAFT technical memorandum (TM), recommendations, and opinion of probable construction cost for items requiring maintenance and repairs. Schedule a DRAFT TM review meeting via Teams.
9. Submit a copy of the FINAL TM which incorporates pertinent District comments to the DRAFT TM to the Loxahatchee River District's Plant Manager in electronic format.

### **TASK 3 – Progress Reporting**

CONSULTANT shall provide a monthly status report including a project schedule, and schedule updates, with percent completion for tasks such as:

1. Kickoff Meeting
2. Data Collection
3. Site Investigation
4. DRAFT TM – Task 1 Pilot Test Plan
5. DRAFT TM Review – Task 1 Pilot Test Plan
6. FINAL TM - Task 1 Pilot Test Plan
7. DRAFT TM – Task 1 Anaerobic Selector Zone
8. DRAFT TM Review – Task 1 Anaerobic Selector Zone
9. FINAL TM - Task 1 Anaerobic Selector Zone
10. DRAFT TM – Task 2 Process Aeration System Energy Efficiency
11. DRAFT TM Review – Task 2 Process Aeration System Energy Efficiency

## 12. FINAL TM - Task 2 Process Aeration System Energy Efficiency

CONSULTANT shall submit to the DISTRICT progress reports in PDF format. It is estimated that eight (8) progress reports will be provided for the duration of the project.

Notes:

- 1) Owner Responsibilities:
  - a) Furnish copies of available drawings, and construction and maintenance records for review.
  - b) Reimburse Baxter & Woodman for additional expenses should additional site visits be required.
  - c) Provide review comments of DRAFT deliverable documents within 14-days of receipt.

### **ADDITIONAL SERVICES**

Baxter & Woodman shall provide additional engineering as requested by the District for engineering services that are not covered under this Scope of Work. Services shall be reimbursed in accordance with Baxter & Woodman's fee schedule included in **Exhibit A**. Services performed under this task will be on as-directed basis in accordance with a written Notice-to-Proceed from District. The Notice-to-Proceed issued shall contain the following information and requirements.

- A detailed description of the work to be undertaken.
- A budget establishing the amount of the fee to be paid in accordance with the Agreement.
- A time established for completion of the work.

## GENERAL CONDITIONS

1. Baxter & Woodman will invoice the District on a monthly basis for services completed to date. Payment of all applicable costs will be made by District to Baxter & Woodman within 30 days of receipt of invoice.
2. Baxter & Woodman shall purchase and maintain insurance for coverages listed in the base contract.

## CONTRACT PERFORMANCE

### COMPLETION DATES

Electronic copies of all project deliverables will be submitted to the Loxahatchee River District within 300 days of authorization to proceed.

### SUMMARY OF PROPOSED FEES

Proposed labor costs and associated expenses for engineering services (Lump Sum) are tabulated below and detailed in **Exhibit A**.

#### ENGINEERING SERVICES

#### ENGINEERING FEE

Engineering Services (LS)

\$102,224.00

**TOTAL ENGINEERING SERVICES**

**\$102,224.00**

## DELIVERABLES

TASKS	DELIVERABLES	QUANTITY
1. Engineering Services	a. Anaerobic Selector Zone - DRAFT Pilot Test Plan b. Anaerobic Selector Zone - FINAL Pilot Test Plan c. Anaerobic Selector Zone - DRAFT TM d. Anaerobic Selector Zone - FINAL TMe. Aeration System Energy Efficiency - DRAFT TM f. Aeration System Energy Efficiency - FINAL TM	Electronic PDF (Draft & Final)
2. Progress Reporting	Monthly Status Report	Electronic PDF (Draft & Final)

## Loxahatchee River District

### *Anaerobic Selector Zone Pilot Testing and Process Aeration System Energy Efficiency Evaluation Project Schedule*

Task	Days	Date
<b>Task 1 - Anaerobic Selector Zone Pilot Testing</b>		
Authorization to Proceed		Thursday, December 14, 2023
Kickoff Meeting	7	Thursday, December 21, 2023
Data Collection & Review	21	Thursday, January 11, 2024
Site Visit & Assessment	14	Thursday, January 25, 2024
Submit Pilot Test Plan TM - Draft	21	Thursday, February 15, 2024
Draft TM - Pilot Test Plan Review Meeting	14	Thursday, February 29, 2024
Submit Final TM - Pilot Test Plan	14	Thursday, March 14, 2024
Initiate Pilot Test	28	Thursday, April 11, 2024
Submit Anaerobic Selector Zone TM - Draft	120	Friday, August 9, 2024
Draft TM - Anaerobic Selector Zone Review Meeting	14	Friday, August 23, 2024
Submit Final TM - Anaerobic Selector Zone	14	Friday, September 6, 2024
<b>Task 2 - Process Aeration System Energy Efficiency Evaluation</b>		
Site Visit & Assessment		Thursday, January 25, 2024
Submit Process Aeration System Energy Efficiency TM	210	Thursday, August 22, 2024
Draft TM - Process Aeration System Energy Efficiency Review Meeting	21	Thursday, September 12, 2024
Submit Final TM - Process Aeration System Energy Efficiency	14	Thursday, September 26, 2024

IN WITNESS WHEREOF, the parties have made and executed this agreement as of the date written below.

LOXAHATCHEE RIVER ENVIRONMENTAL  
CONTROL DISTRICT

Witnesses:

\_\_\_\_\_

\_\_\_\_\_

Date

Executed: \_\_\_\_\_

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

BAXTER & WOODMAN, INC.

Witnesses:

\_\_\_\_\_

December 6, 2023

Date

Date

Executed: \_\_\_\_\_

By:  \_\_\_\_\_  
Rebecca Travis, PE, Executive Vice President

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# LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

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

## MEMORANDUM

**TO:** D. Albrey Arrington, Ph.D., Executive Director  
**FROM:** Kris Dean, P.E., Deputy Executive Director  
**DATE:** December 5, 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 Jamaica 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

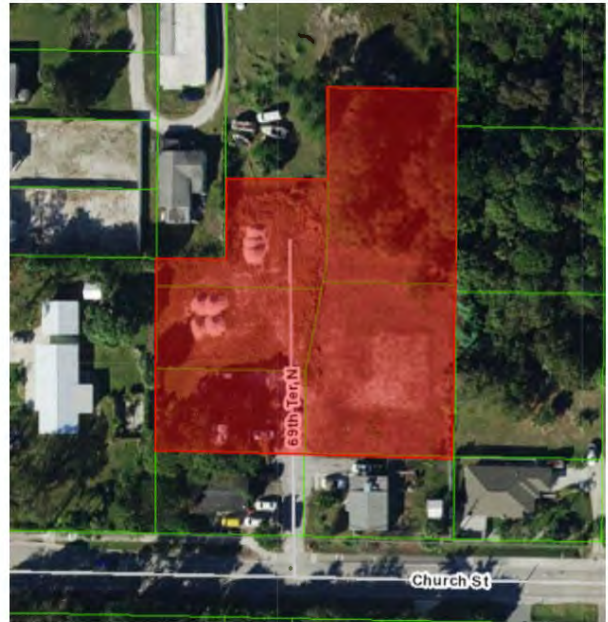
**Gordon M. Boggie**  
BOARD MEMBER

**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) below.



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.

Staff recommend the following motion:

**“THAT THE DISTRICT GOVERNING BOARD approve Rule Chapter 31-10 Rates, Fees, and Charges as revised with an effective date of December 15, 2023.”**



# 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:** DECEMBER 6, 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.

The revisions being recommended by staff include:

1. Updated the cover photo and revision date.
2. Updated the Table of Contents.
3. General improvement to the readability of the document.
4. Comprehensively revised “should” and “shall” to “must” and “will” as appropriate.
5. The removal of references to Busch Wildlife Sanctuary, see the Forward.
6. Section 1.2 Equal Employment Opportunity Policy Statement: we have added language to clarify that the District prohibits harassment and discrimination.
7. 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.
8. Section 1.4 Non-Discrimination and Anti-Harassment Policy – added the following concluding sentence “Employees who violate this policy are subject to disciplinary action, up to and including termination.”
9. Section 1.5 Americans with Disabilities Act was revised to 1.5 Disability, Religious, and Pregnancy Accommodation Policy, and additional clarifying language was added to ensure we are compliant with federal statutes.
10. 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.
11. Section 1.7 Anti-Harassment Training was revised to clarify that training provided by the District is in compliance with all applicable laws and will be provided to Board Members.
12. Section 1.10 Lactation and Breastfeeding is a new section that was added pursuant to federal law.
13. Section 2.2 Hiring, Transfers, Promotions, and Job Posting was revised to clarify that the Executive Director has the authority to not post a job, simultaneously post a job internally and externally, and use a recruiting agency if appropriate.
14. Section 2.4 Employment Reference Checks: text was added to clarify reference checks will occur prior to an employee being hired.
15. Section 2.9 added a sentence stating the District uses E-Verify.

**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

16. 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.
17. Section 3.2 removed example shifts that were listed.
18. Section 3.3 removed Work Week section as it was redundant with the revised section 3.1.
19. Section 3.3 Meal Periods: We added text clarifying the lunch break for part-time employees.
20. Section 3.6 On-Call Policy (and sub-sections): we revised this text to clarify our specific intentions.
21. Section 3.7B the night shift differential pay rate was increased from \$0.50 to \$1.00 per hour.
22. Section 3.10 Payment of Salary was revised to improve clarity.
23. Section 4.3 Time Off to Vote added a sentence encouraging employees to vote early or consider requesting a vote-by-mail ballot.
24. Section 4.7D Health Insurance During FML: we clarified when insurance premiums should be paid during FML.
25. Section 4.7.J. Domestic Violence Leave added “Employees who have obtained a restraining order may notify human resources.” Also, we clarified that all vacation and sick leave should be used prior to using unpaid Domestic Violence Leave.
26. Section 4.8 Workers’ Compensation add high-level language requiring reporting of incidents and near misses. Also, we removed “Reporting an Accident” procedure and posted it as an intranet Standard Operating Procedures document.
27. 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.
28. Section 6.4 Drug Testing we referenced the two other relevant District policies: (1) Drug-Free Workplace Policy, and (2) Drug & Alcohol Testing Policy For DOT-Covered Commercial Drivers Policy. Removed subsections that were duplicative of full stand-alone policies referenced in Section 6.4.
29. Section 6.10.A incorporated Districtwide emails into Bulletin Boards.
30. Section 6.11 E-mail and Internet Policy and 6.11.A. Internet Use Policy has been updated as a stand-alone policy (attached), and thus deleted from the Personnel Policies and Procedures.
31. Section 6.12.C.3 Vehicle Repair and Preventative Maintenance has been removed because it was purely a procedure. This will now be maintained as a procedure within our documented standard operating procedures on the District’s intranet SOP page.
32. Section 6.11.F Smoke Free Workplace has been expanded to include vaping.
33. Section 6.11.G.1 Safety Shoe Reimbursement policy added text to clarify the policy and requirements.
34. Section 6.11.G.2 Prescription Safety Glasses Reimbursement policy added text to clarify the policy and requirements.
35. Section 6.13 Personal Appearance has been updated.
36. Section 7.1 Immediate Dismissals/Misconduct deleted aspects of this list that seemed excessively broad.
37. 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.
38. Section 7.5 Progressive Discipline: we clarified that a performance improvement plan can be extended if performance goals have not been met.
39. Section 7.9.B Benefits has been deleted and is addressed elsewhere.
40. New Section 7.9D Final Paycheck clarifies the distribution of an employee’s final payroll deposit.
41. Section 7.10 Cobra Benefits: clarifies when certain benefits end and if COBRA is applicable.



42. Section 8 Recent Policy Updates removed policy updates that occurred prior to 2022.
43. Sections 9 & 10 simplified the links to point to the main LRD Intranet sites that contain the relevant information and forms.

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, our legal counsel 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 December 15, 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's Personnel Policies & Procedures**

Issue Date: January 1, 1994

Date of Last Revision: 12/14/2023~~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 s~~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~~ must 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~~ must 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:

12/15/2023~~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 policy 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. Employees who violate this policy are subject to disciplinary action, up to and including termination.

#### **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 ~~and/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, 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. The District prohibits retaliation against employees making these requests or coercing an employee to forego their right to make this type of request.

#### **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. 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 and Governing Board Members, 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:
  - Governing Board Members and 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 bi~~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 Human Resources.
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. 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~~must 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~~must 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~~must 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 District~~ policies have an obligation to ~~use~~~~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 or 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~~~~will~~ not constitute a complaint under this procedure even if the offender is one of the designated persons to receive such complaints. Calling 911 ~~should~~~~must~~ not be delayed for misconduct involving bodily harm or the imminent threat of bodily harm to a victim.

#### **1.8.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.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~~~~must~~ 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. 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. 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 and 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 must 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.

The District will not retaliate against any employee for making requests to use a proper place to express breast milk during work hours.

### **~~1.10.~~1.11. Changes of Policy**

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

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 [or procedures](#) 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. **Hiring, 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). Executive Director has the discretion to not post a job if a high-quality candidate has been identified and is available. A job may be simultaneously posted internally and externally by Human Resources if a qualified, interested internal candidate is unlikely. Hard to fill jobs may be posted with a recruiting agency if approved by the Executive Director.

Generally, employees must be in their job for at least 90 days 6 months 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 relevant 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 Resources 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~~ will 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 \$~~684~~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 29 U.S.C. 203(e)(2)(C). Nonetheless, ~~t~~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 notify Human Resources immediately. [The District uses the federal government supported web-based E-Verify system to confirm eligibility of our employees as required by the state of Florida.](#)

## **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~~[must](#) 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 will 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. 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.~~

#### 3.2. **Work Schedules**

The District is a 24 hour a day, 7 day a week operation. The District will implement work schedules to ensure the plant District is fully 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.

#### 3.3. **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.~~

### **3.4.3.3.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~~-period will be counted toward the total hours worked.

### **3.5.3.4.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.

### **3.6.3.5.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 is based on the policy below.

Non-exempt employees ~~shall~~must 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~~must 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.

### **3.7.3.6.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. Scheduled on-call personnel must be available for work due to the likelihood for an emergency, including nights, weekends, and holidays.

### **3.7.A.3.6.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.~~
- All scheduled on-call personnel will be paid one hour at double time for each day they are on-call. This on-call pay will be paid only to employees who are scheduled for and complete on-call duty.
- In addition to on-call pay, on-call employees will be paid, portal to portal, for actual time worked starting with when the call is received and ending when work related to the call is complete.
- On-call pay is not considered as time worked in the calculation of overtime pay.
- On-call pay will 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.

### **3.6.B. On-call with a District Vehicle**

- Collections and Transmission employees who are on-call may take home a properly stocked District vehicle to facilitate a rapid response to emergencies. Such use of a District vehicle will be considered "District business" because doing so will improve our emergency response time.
- This provision is subject to section 6.12.C.1, Use of Company Vehicles.

### **3.7.B.3.6.C. Area of Responsibility**

The following employees are authorized to direct qualified subordinate personnel to on-call duty:

- Collections ~~Field~~ Foreman ~~and/or~~ Collection and Distribution 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 Plant Chief Operator or ~~Director of Operations~~ Plant Manager ~~or his designee~~ will schedule and set the on-call rotation for ~~the~~ Wastewater Treatment Plant Operators and set the areas of responsibility for the Plant.
- The Lab Manager or Director of Information Services will schedule and set the on-call rotation for the Lab Technicians and set the areas of responsibility for the Lab.

### **3.7.C.3.6.D. Exempt Employees**

Exempt employees are ineligible for on-call pay.

### **3.8.3.7. 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.3.7.A. Eligibility**

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 Wastewater 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.3.7.B. Night Shift Differential Pay**

Non-exempt employees meeting the above criteria, from Section 3.8.A, will receive the night shift differential of ~~\$1.000.50~~/hr. (Regular rate plus the Night Shift Differential).

#### **3.8.C.3.7.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.3.7.D. Night Shift Differential Overtime Pay**

An employee who meets the Eligibility criteria above (3.8~~7~~.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 + ~~\$1.000.50~~)\*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.3.7.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.3.7.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.

#### **3.9.3.8. 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.

#### **3.10.3.9. 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.3.9.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.3.9.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.



### **3.11.3.10. Payment of Salary**

Exempt and Non-Exempt wages are ~~made~~ paid 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 paid ~~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

### **3.12.3.11. Emergency Pay Procedures**

The District Executive Director or his designee ~~has~~ ~~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~~ must cease. During this period, employees ~~should~~ must 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:

- 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~~will 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~~will be paid as straight time and ~~shall~~will 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~~ will 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~~ will 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 ~~will~~ shall not be granted Emergency Administrative Pay. Such employees may request to use available leave, as appropriate, to cover absence(s) from work.

### ~~3.13.3.12.~~ 3.13.3.12. Pay Advances

The District does not provide pay advances on unearned wages.

### ~~3.14.3.13.~~ 3.14.3.13. 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.

### **~~3.15.~~3.14. 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~~must 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.

### **~~3.16.~~3.15. 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.

### **~~3.17.~~3.16. 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~~must submit a written request to their Division Director when travel advances are needed. Employees ~~should~~must 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 through September 30.

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 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. 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~~will be required and must be 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~~ will 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. Employees are encouraged to vote early or consider requesting a Vote-By-Mail ballot from the Supervisor of Elections well in advance of election day. If you are voting in person, Ggenerally, 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~~ must 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
- Parents (including in-laws)
- Step-parents
- Siblings
- Step-siblings
- Grandparents
- Grandchildren
- Domestic Partner
- Eligible dependents of a Domestic Partner

Employees ~~should~~must make their supervisor aware of their situation. In turn, the supervisor ~~should~~must 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~~must immediately notify employee's supervisor, as well as Human Resources. Additionally, a copy of the notice to serve jury duty ~~should~~must be provided to Human Resources~~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~~must 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 employee's 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~~must 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~~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 at 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~~must run concurrently with the FML.

This type of leave ~~shall~~must 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~~ must 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~~ must 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~~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~~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~~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~~active-duty status, and for a period of ninety (90) days following the termination of the covered military member's covered ~~active-duty~~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~~active-duty status; and

- b. To address issues that arise from the death of a covered military member while on covered ~~active duty~~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~~will 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~~must 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~~will 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 must 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.

- An employee who fails to return to work on the next regularly scheduled workday 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.
- 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.
- 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 FMLA 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 FMLA 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~~must 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~~will 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~~must 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~~will 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~~will 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~~will receive their full pay for the first 30 days. The leave of absence with full pay ~~shall~~must 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 Uniformed Services Employment and Reemployment Rights Act of 1994 ~~USERRA~~ and is required to pay the full premium for such continuation of coverage.

**Notice of Leave:** Employees seeking to invoke military leave ~~shall~~must 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~~must 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~~If an the employee on Military Leave does 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~~ will 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 also means 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; or
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~~ must 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. Employees who have obtained a restraining order may notify human resources.

**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~~ will 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 exhaust all vacation and sick time available,



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~~ will run concurrently.

The District has a strict policy requiring all incidents to be reported immediately after any necessary medical attention is provided. An incident is defined as an unplanned, undesired work-related event that may cause injury, illness, or property damage, or a combination of all three. Incident severity may range from minor to catastrophic. A Near Miss is an unplanned event that did not result in injury, illness, or damage, but had the potential to do so. Therefore, if an employee is injured while working, the employee must notify their supervisor and the District Safety Officer immediately and complete an Employee's Report of Incident Form within 24 hours of the incident.

~~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 pregnancy, childbirth or related medical conditions~~medical issues associated with pregnancy~~. Such requests will be evaluated according to Section 1.5 and the other family and 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 [or Human Resources](#) 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 [using the LRD Employee Tuition Reimbursement Application](#)~~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 ~~with~~ 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~~must 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. 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~~ will be, but are not limited to the following:

- a. Illness or injury of an employee;
- b. Illness, injury or death of a member of the employee's family;
- c. Court order, subpoena, or business with a court;
- d. Unavoidable travel delays or cancellations;
- e. 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 1.5. A Procedure for Requesting an 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.B. 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.C. 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 stating time. This notification does not excuse the tardiness but simply notifies your Supervisor that a schedule changed 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 [Drug-Free Workplace Policy and Drug & Alcohol Testing Policy For DOT-Covered Commercial Drivers Policy](#) for additional details. ~~Commercial Motor Vehicle Driver Controlled Substance and Alcohol use and Testing~~

Policy for specifies:

#### **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 Section 9. 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 must not to exceed 8 hours. For more information, see separate District Drug Free Workplace Policy and Drug & Alcohol Testing Policy For DOT Covered Commercial Drivers Policy for additional details. 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 Drug Free Workplace Policy and Drug & Alcohol Testing Policy For DOT Covered Commercial Drivers Policy for additional details. 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 workplace, i.e., conflicts of interest or favoritism. Members of an employee's immediate family will be considered for employment based on their qualifications. Immediate family will ~~may~~ not be hired or promoted, ~~however~~, if the new employee or promotion 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~~ occurs, 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~~ is 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~~ must 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, a~~Any person who believes that he or she has been adversely affected by ~~such a~~ romantic relationship among coworkers, ~~notwithstanding its disclosure~~, is encouraged to ~~share~~make his or her ~~concerns~~views about the matter ~~with known to the Executive Director or~~ Human Resources or the Executive Director.

This policy ~~shall~~will 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~~must be treated with dignity and respect. Acts of violence will not be tolerated. Calling 911 ~~must~~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~~must 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. — 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.~~

#### **6.12.6.11. 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.~~6.11.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~~must be taken in adverse driving conditions including hazardous weather and heavy traffic situations. When an employee stops to make a call they ~~must~~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~~must only be used for District business.

#### **~~6.12.B.~~6.11.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~~must 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.~~6.11.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 to, or theft of District property ~~must~~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.~~6.11.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.2.~~ 6.11.C.2. **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. Texting-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.1.~~ **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 Manager.~~

~~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 Manager. The work order will identify the tasks to be performed. The Vehicle Manager 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,~~6.11.C.3. 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.~~6.11.C.4. 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.~~6.11.C.5. 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.~~6.11.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.~~6.11.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~~must 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~~must not bring such items onto the District's premises.

**~~6.12.F.~~6.11.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.

#### ~~6.12.F.1.~~6.11.F.1. **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 an acceptable~~your receipt).

#### ~~6.12.G.6.11.G.~~6.11.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~~must immediately notify the District 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~~6.11.G.1. **Safety Shoe Reimbursement**

The District will reimburse each employee up to \$150.00 per fiscal year towards the actual cost of approved safety shoes. Reimbursement will be for the actual cost of the safety footwear.

- The safety shoe must be labeled with ASTM F2413-18 MIC EH (i.e., impact resistance, compression resistance, electric hazard protection, puncture resistance~~standards confirming safety toe requirements for impact and compression)~~ and ASTM F3445-21 SR (i.e., slip resistant). Static Dissipative (SD) footwear must not be worn by any employee working with or in close proximity to electricity. For ~~the~~ WildPine Lab employees only, a closed toed, leather dDeck shoe with slip resistant soles also 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~~6.11.G.2. **Prescription Safety Glasses Reimbursement**

The District will reimburse each employee up to \$150.00 per fiscal year towards the actual cost of approved prescription safety glasses. Reimbursement will be for the actual cost of the prescription safety eyewear.

- The prescription safety glasses must be labeled with Z87.1 ANSI standards confirming safety glasses provide the necessary protection from impact, UV protection, and liquid splash exposures~~requirements for impact and resistant~~. Side shields must be provided if applicable (certain wrap around frames do not require side shields).



- 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.~~6.11.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. ~~Shots must be scheduled~~~~scheduling of the shots must be done~~ through the District's Safety Officer. ~~If in case of~~ follow-up shots are required, the Safety Officer will provide ~~you a~~ reminder.

### ~~6.12.H.6.11.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~~~~must~~ comply with the District's Safety Policies and rules of conduct (e.g., treat others with civility). All visitors ~~must~~~~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~~~~must~~ use their identification badges to obtain access to the District during these times. Safety ~~C~~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.~~6.11.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~~may bring their children onsite during or after normal work hours. Any emergency circumstances need prior approval from the Executive Director.

#### ~~6.12.I.~~6.11.I. **Weapons in the Workplace**

The District complies with Florida Statute 790.251 ~~in-regardings-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 ~~W~~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's, customer's, and/or guest's 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.~~6.11.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 ~~must~~should consult the District's Hurricane Plan and be in close contact with their Supervisor. Upon reaching ~~EMCON~~ (Emergency Operations Condition 4 (EMCON 4) ~~4~~, i.e., ~~danger~~the emergency period is imminent, all non-essential staff will be relieved of duty. Only District personnel ~~shall~~may remain on District property – no family members or pets are allowed to be on District property. Upon reaching EMCON 5, i.e., ~~danger is past~~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.~~6.11.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.

#### **6.13.6.12. 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.

#### **6.14.6.13. 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~~ must 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 ~~must~~ 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 must 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 ~~notify sit down immediately with~~ your Supervisor, ~~and~~ Division Director, or Human Resources of known policy 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 d~~ 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, including reckless disregard of Employee Safety Manual;
- 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;
- 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 passengers 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 to~~ 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 while~~ 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~~
- Excessive 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 ~~Child Protection~~ Security Policy;
- Illegal/Unethical Behavior on or off District property;
- Flagrant Disrespectful conduct towards a fellow employee, Supervisor, Division Director, Executive Director, ~~or~~ Board Member, contractor, or member of the public;
- 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~~must 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~~must 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~~time the plan is in effect. 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 supervisor will formally meet with the employee. If established performance goals have been met by the employee, the performance improvement plan will be closed. If established performance goals have not been met, the performance improvement plan may be extended or the employee may ~~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 District company policy. An un-paid suspension will be for violating a work rule whereas a paid suspension will be during an on-going investigation period. Suspensions ~~would~~ generally will range from 1 to 3 days depending on ~~the severity~~ of the employee's actions but may extend beyond 3 days for egregious violations ~~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:

- **Resignation** – voluntary employment termination initiated by an employee. Any employee wishing to leave the District in good standing ~~shall~~must file with his/her Division Director at least two (2) weeks before leaving, a written resignation stating the date the resignation ~~shall~~will become effective and the reason for leaving.
- **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.
- **Layoff** – involuntary employment termination initiated by the organization for non-disciplinary reasons.
- **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~~must 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 interview~~s~~ 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);~~

(6) Any additional Company-owned or issued property.

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. 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~~ will 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.B 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.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 from the employee's final pay, where permitted by applicable law. during the next normal pay period or may be available at the exit interview.

#### **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.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 will 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. ~~COBRA~~ Continuation of Benefits after Separation**

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 Hhealth and Ddental insurances offered to Ffull-Ttime Eemployees that have been employed with the District for more than 60 days. Former District Eemployee's will haveto 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. Employees also have the option to convert the individual life insurance benefit in accordance with the terms of the plan.

#### **7.11. Death**

In the event of the death of an employee, the last date of employment shall will 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 will 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 will be payable to the estate of the employee. For purposes of calculating the payment of wages due, the District shall also will 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**

2023 In December the Governing Board approved the following revisions:

1. Updated the cover photo and revision date.
2. Updated the Table of Contents.
3. General improvement to the readability of the document.
4. Comprehensively revised “should” and “shall” to “must” and “will” as appropriate.
5. The removal of references to Busch Wildlife Sanctuary, see the Forward.
6. Section 1.2 Equal Employment Opportunity Policy Statement: we have added language to clarify that the District prohibits harassment and discrimination.
7. 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.
8. Section 1.4 Non-Discrimination and Anti-Harassment Policy – added the following concluding sentence “Employees who violate this policy are subject to disciplinary action, up to and including termination.”
9. Section 1.5 Americans with Disabilities Act was revised to 1.5 Disability, Religious, and Pregnancy Accommodation Policy, and additional clarifying language was added to ensure we are compliant with federal statutes.
10. 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.
11. Section 1.7 Anti-Harassment Training was revised to clarify that training provided by the District is in compliance with all applicable laws and will be provided to Board Members.
12. Section 1.10 Lactation and Breastfeeding is a new section that was added pursuant to federal law.
13. Section 2.2 Hiring, Transfers, Promotions, and Job Posting was revised to clarify that the Executive Director has the authority to not post a job, simultaneously post a job internally and externally, and use a recruiting agency if appropriate.
14. Section 2.4 Employment Reference Checks: text was added to clarify reference checks will occur prior to an employee being hired.
15. Section 2.9 added a sentence stating the District uses E-Verify.
16. 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.
17. Section 3.2 removed example shifts that were listed.
18. Section 3.3 removed Work Week section as it was redundant with the revised section 3.1.
19. Section 3.3 Meal Periods: We added text clarifying the lunch break for part-time employees.
20. Section 3.6 On-Call Policy (and sub-sections): we revised this text to clarify our specific intentions.
21. Section 3.7B the night shift differential pay rate was increased from \$0.50 to \$1.00 per hour.
22. Section 3.10 Payment of Salary was revised to improve clarity.
23. Section 4.3 Time Off to Vote added a sentence encouraging employees to vote early or



- consider requesting a vote-by-mail ballot.
24. Section 4.7D Health Insurance During FML: we clarified when insurance premiums should be paid during FML.
  25. Section 4.7.J. Domestic Violence Leave added “Employees who have obtained a restraining order may notify human resources.” Also, we clarified that all vacation and sick leave should be used prior to using unpaid Domestic Violence Leave.
  26. Section 4.8 Workers’ Compensation add high-level language requiring reporting of incidents and near misses. Also, we removed “Reporting an Accident” procedure and posted it as an intranet Standard Operating Procedures document.
  27. 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.
  28. Section 6.4 Drug Testing we referenced the two other relevant District policies: (1) Drug-Free Workplace Policy, and (2) Drug & Alcohol Testing Policy For DOT-Covered Commercial Drivers Policy. Removed subsections that were duplicative of full stand-alone policies referenced in Section 6.4.
  29. Section 6.10.A incorporated Districtwide emails into Bulletin Boards.
  30. Section 6.11 E-mail and Internet Policy and 6.11.A. Internet Use Policy has been updated as a stand-alone policy (attached), and thus deleted from the Personnel Policies and Procedures.
  31. Section 6.12.C.3 Vehicle Repair and Preventative Maintenance has been removed because it was purely a procedure. This will now be maintained as a procedure within our documented standard operating procedures on the District’s intranet SOP page.
  32. Section 6.11.F Smoke Free Workplace has been expanded to include vaping.
  33. Section 6.11.G.1 Safety Shoe Reimbursement policy added text to clarify the policy and requirements.
  34. Section 6.11.G.2 Prescription Safety Glasses Reimbursement policy added text to clarify the policy and requirements.
  35. Section 6.13 Personal Appearance has been updated.
  36. Section 7.1 Immediate Dismissals/Misconduct deleted aspects of this list that seemed excessively broad.
  37. 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.
  38. Section 7.5 Progressive Discipline: we clarified that a performance improvement plan can be extended if performance goals have not been met.
  39. Section 7.9.B Benefits has been deleted and is addressed elsewhere.
  40. New Section 7.9D Final Paycheck clarifies the distribution of an employee’s final payroll deposit.
  41. Section 7.10 Cobra Benefits: clarifies when certain benefits end and if COBRA is applicable.
  42. Section 8 Recent Policy Updates removed policy updates that occurred prior to 2022.
  43. Sections 9 & 10 simplified the links to point to the main LRD Intranet sites that contain the relevant information and forms.

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.

## Loxahatchee River District

~~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**

The District's Human Resources information and forms can generally be found on the District's Human Resources Intranet Page: ~~HR Forms:~~

<https://loxahatcheeriver.sharepoint.com/sites/LRDModern/SitePages/Human-Resources.aspx>

The District's Safety information, including our Employee Safety Manual, Hurricane Plan, Risk Management Plan, and so much more, can be found on the District's Safety Intranet Page:

<https://loxahatcheeriver.sharepoint.com/sites/LRDModern/SitePages/Safety.aspx>

~~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 Policies**

All of the District's Board-approved policies can be found on the District's Policy Intranet Page:

<https://loxahatcheeriver.sharepoint.com/sites/LRDModern/SitePages/Policies.aspx>

### **All District Policies**

~~Uniform Policy~~

~~District GPS Policy~~

~~Tuition Reimbursement Guidelines~~

~~District Vehicle Accident Policy~~

~~DOT Drug Test Policy~~

~~Drug Free Workplace~~



# 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: December 14, 2023  
SUBJECT: Application to Abandon / Terminate Easement – 430 University Blvd.

As approved at the August 2023 Board Meeting, the District Governing Board approved updates to the District's Manual of Minimum Construction Standards and Technical Specifications which outlines the policies and procedures for customers that desire to make application for the Board's consideration for abandonment / termination of a District easement. At the October 2023 Board Meeting, the District Governing Board approved the revisions to District Rule Chapter 31-10 which included the associated application fee for this process.

The property owner at 430 University Blvd. has submitted an application to abandon / terminate a portion of the District's Lift Station No. 254 easement on the subject property. The following supporting exhibits were provided by the applicant as part of the application process:

- Application to Abandon / Terminate Easement – 430 University Blvd.
- Exhibit #1 – Legal Sketch and Description of the requested easement abandonment location
- Exhibit #2 – Location Map
- Exhibit #3 – Evidence of Title
- Exhibit #4 – Evidence of Charges Paid (Estoppel Certificate)
- Exhibit #5 – Receipt of Application Fee Paid in Full
- Exhibit #6 – Letter Detailing Justification for this Request
- Exhibit #7 – Proposed Site Plan
- Exhibit #8 – Proposed Landscaping Plan

The following supporting exhibit has been added by the District to this memo:

- Exhibit #9 – Existing Sewer Easement Deed for Lift Station No. 254

The complete application submittal has been reviewed by the Engineering Services Department. The following outlines Engineering Services' review of the application 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 DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

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

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

1. Proposed site plan is in compliance with the District's Manual of Minimum Construction Standards and Technical Specifications.
2. Proposed site plan is in compliance with Federal, State and Local codes and regulations as they relate to the District's wastewater utility service. Other applicable agencies will be responsible for review and approval of the site plan presented in regards to the Federal, State and Local codes and regulations that pertain to their applicable jurisdictional authority.
3. **Risk Assessment:** District risks identified are minor and do not inhibit District staff from accessing, operating and maintaining the lift station based on current and reasonable future use operation. If the site and surrounding area were to re-develop in the future, re-assessment of the lift station site / needs would be re-evaluated by the District at that time and any necessary site upgrades would be communicated to the developer, and the developer would be responsible for implementing the required upgrades per current District Standards. Minor risks include:
  - a. Loss of access to a small portion (10'x15') of the overall 40'x40' District easement. There are no existing District facilities within this portion of the easement.
4. **Benefit Assessment:** The direct benefits to the District are minor and include:
  - a. Landscaping is proposed within the existing 10' utility easement (not the District exclusive easement) and within the public R/W which will shield and improve aesthetics at the lift station site. The property owner is responsible for maintenance of this landscaping.
5. Reasonable future use for this lift station site includes installation of a permanent standby generator at the site. Below are 2 options (shown in red and blue) for installation of a future permanent standby generator at the site if the District desires to proceed with this installation in the future. If the site and surrounding area were to re-develop in the future, re-assessment of the lift station site / needs would be re-evaluated by the District at that time and any necessary site upgrades would be communicated to the developer, and the developer would be responsible for implementing the required upgrades per current District Standards.
6. No conflicts with existing District infrastructure have been identified.
7. No identification of restraints and limitations identified.
8. Easement was dedicated to the District by the developer for an amount of \$10.00. Refer to the attached Exhibit #9.

**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

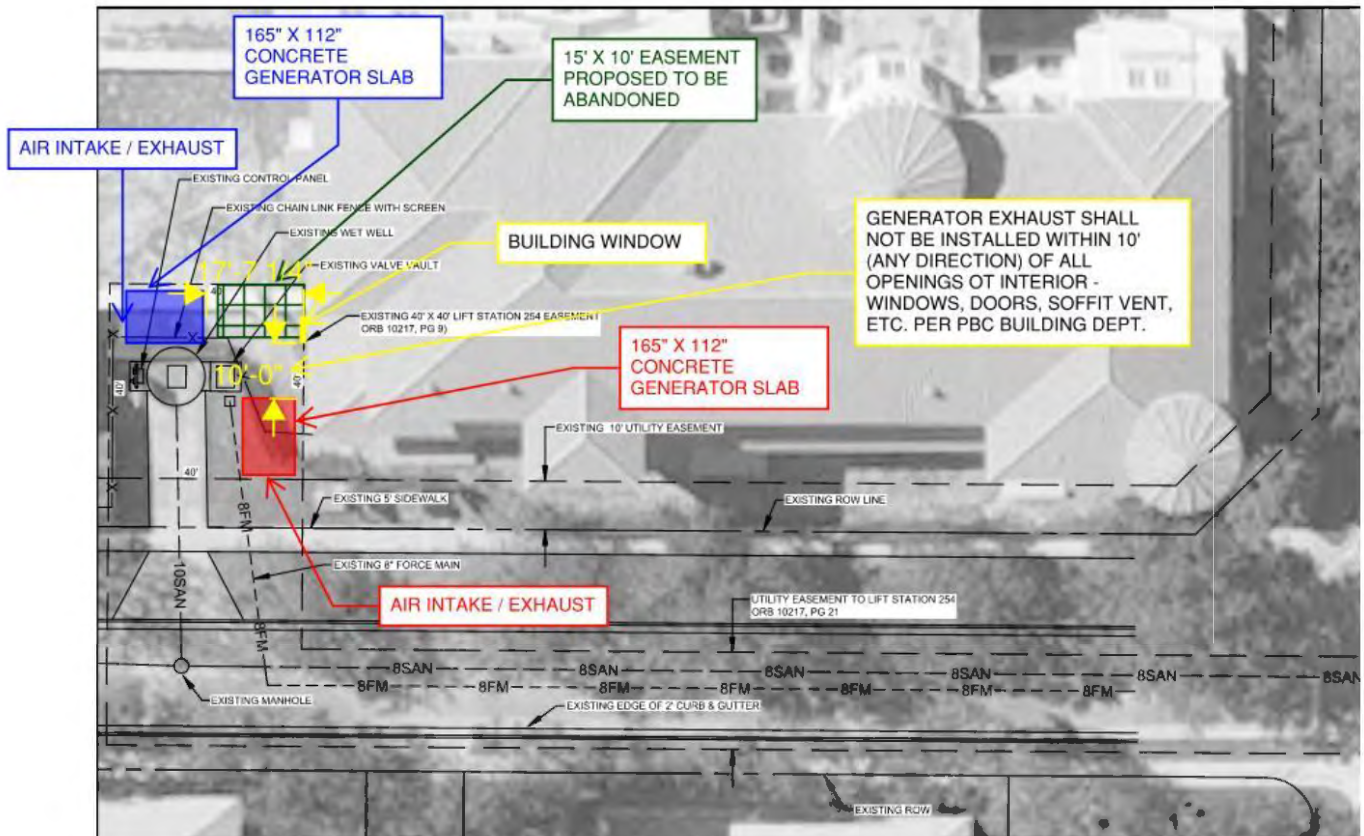
2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

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

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



**“THAT THE DISTRICT GOVERNING BOARD \_\_\_\_\_ the Application to Abandon / Terminate Easement for 430 University Boulevard.”**

**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

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





LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT  
2500 JUPITER PARK DRIVE, JUPITER, FL 33458-8964  
Telephone: 561-747-5700 Option 2; Fax: 561-747-9929; [www.loxahatcheeriver.org](http://www.loxahatcheeriver.org)  
Email: [cindy.denton@loxahatcheeriver.org](mailto:cindy.denton@loxahatcheeriver.org)

### Application To Abandon/Terminate Easement

The undersigned hereby makes application to vacate, abandon, discontinue and close the Easement described below and to renounce and disclaim any easement to the District in and to any land in connection therewith.

The undersigned hereby certify:

1. That attached hereto, signed and sealed by a Florida registered land surveyor, is a legal description and sketch accurately drawn and legally describing the **easement** to be abandoned and showing boundaries of the underlying and abutting properties and existing improvements (Exhibit #1).
2. That title of interest of the District in and to the **easement** was acquired and is evidenced by **plat number and identification**, as recorded in Plat Book 85 Page(s) 7 through 8 **or other instrument recorded in the Official Record Book and Page** of the Public Records, of Palm Beach County or Martin County, Florida Original Record Book \_\_\_\_\_ Page(s) \_\_\_\_\_.
3. That attached hereto is a location map which clearly and legibly identifies the location of the easement in relation to the nearest public right-of-way (Exhibit #2).
4. That the applicant's ownership and/or interest in and to the underlying property is evidenced by an instrument recorded in Official Record book 20128, Page 1310-1314, of the Public records of Palm Beach County or Martin County, Florida. A certified copy of that source instrument is attached hereto (Exhibit #3).
5. That attached hereto and made a part hereof is an estoppel certificate for the District confirming all charges related to the underlying property have been paid (Exhibit #4).
6. That an application fee in the amount of \$ \$546.80 has been paid in full. Attach receipt as Exhibit #5.
7. That the grounds and reasons in support of this application are as follows (Exhibit #6).
8. That the applicant will submit additional information upon request including but not limited to engineering plans and studies to assist the Engineering Services Department in their review and in support of the recommendation.

Date November 8, 2023

  
\_\_\_\_\_  
Signature of Applicant

Rabbi Berel Barash  
\_\_\_\_\_  
Print Applicant's Name

Director - PSD

\_\_\_\_\_  
Indicate position if Corporation

Chabad Jewish Center of Jupiter, Inc.

\_\_\_\_\_  
Name of Corporation

1209 Main Street, Suite 210  
\_\_\_\_\_  
Address

Jupiter, FL 33458

\_\_\_\_\_  
City, State, Zip

561-694-6950  
\_\_\_\_\_  
Phone Number

[Rabbibarash@yahoo.com](mailto:Rabbibarash@yahoo.com)  
\_\_\_\_\_  
Email Address

**DESCRIPTION & SKETCH  
PREPARED FOR:  
CHABAD JEWISH CENTER OF JUPITER, INC.  
PARTIAL RELEASE OF EASEMENT  
430 UNIVERSITY BLVD.  
JUPITER, FL. 33458**

## LEGAL DESCRIPTION

A PARTIAL RELEASE OF LIFT STATION #254 EASEMENT AS RECORDED IN OFFICIAL RECORD BOOK 10217, AT PAGE 9 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING A PORTION OF TRACT WK5-C OF ABACOA-REPLAT OF TRACT WK5 AS RECORDED IN PLAT BOOK 85, PAGES 7 AND 8, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT WK5-C; THENCE SOUTH 01°24'26" WEST, ALONG THE EAST LINE OF SAID TRACT WK5-C, A DISTANCE OF 183.75 FEET; THENCE NORTH 88°35'34" WEST, A DISTANCE OF 10.00 FEET TO THE NORTHEAST CORNER OF LIFT STATION #254 EASEMENT; THENCE ALONG THE NORTH LINE OF SAID LIFT STATION EASEMENT, NORTH 88°35'34" WEST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°24'26" WEST, A DISTANCE OF 15.28 FEET; THENCE NORTH 88°35'34" WEST, A DISTANCE OF 10.00 FEET TO A POINT ON THE WEST LINE OF SAID EASEMENT; THENCE NORTH ALONG SAID WEST LINE, NORTH 01°24'26" EAST, A DISTANCE OF 15.28 FEET TO THE NORTHWEST CORNER OF SAID EASEMENT; THENCE SOUTH 88°35'34" EAST, ALONG THE NORTH LINE OF SAID EASEMENT, A DISTANCE OF 10.00 FEET TO POINT OF BEGINNING.

CONTAINING A TOTAL OF 152.8 SQUARE FEET OF LAND, MORE OR LESS.

## SURVEYOR'S NOTES:

1. THIS DRAWING IS NOT A SURVEY.
2. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.
3. THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER.
4. THIS LEGAL DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY LIDBERG LAND SURVEYING, INC.
5. DATE OF LEGAL DESCRIPTION: NOVEMBER 28, 2023

LIDBERG LAND SURVEYING, INC.

**Kenneth J  
Buchanan**

Digitally signed by Kenneth J Buchanan  
DN: c=US, o=LIDBERG LAND SURVEYING,  
dnQualifier=A01410C000018222F78177  
0003F8DB, cn=Kenneth J Buchanan  
Date: 2023.11.28 15:11:18 -05'00'



BY: KENNETH J. BUCHANAN  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 7202

## ABBREVIATIONS:

PCN = PARCEL CONTROL NUMBER  
O.R.B. = OFFICIAL RECORD BOOK  
P.B. = PLAT BOOK  
P.O.B. = POINT OF BEGINNING  
P.O.C. = POINT OF COMMENCEMENT  
PG. = PAGE  
R/W = RIGHT OF WAY  
R = RANGE  
T = TOWNSHIP

**LIDBERG LAND  
SURVEYING, INC.**

LB4431

675 West Indiantown Road, Suite 200,  
Jupiter, Florida 33458 TEL. 561-746-8454

CAD. K:\AUTOCAD2000\244442\85-7\23-058\DWG\23-058-410.DWG

REF.

FLD.

FB.

PG.

JOB 23-058-410

OFF.

M.B.S.

DATE 5-18-2023

CKD.

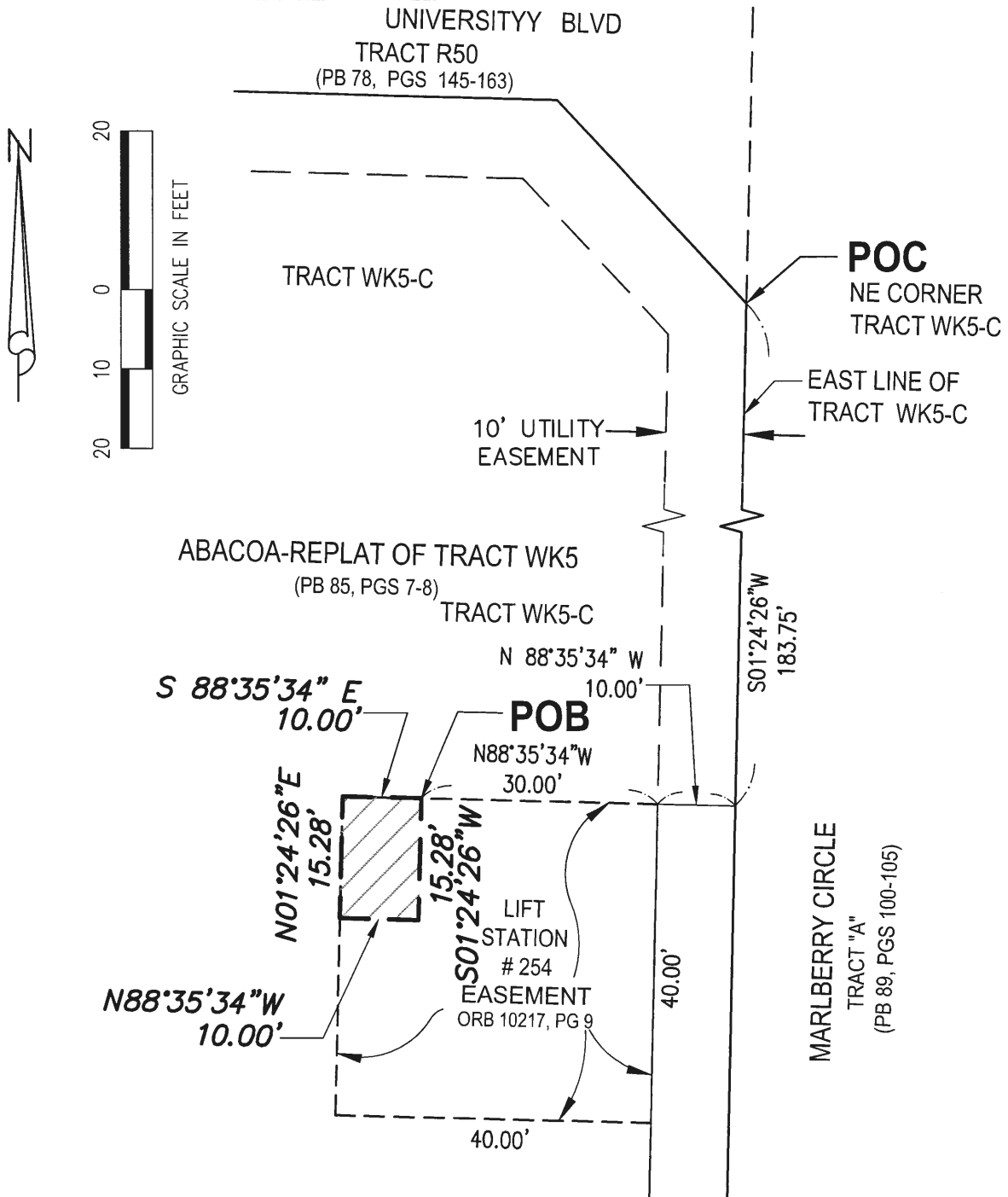
R.J.W.

SHEET 1 OF 2

DWG. A23-058A

**DESCRIPTION & SKETCH  
PREPARED FOR:  
CHABAD JEWISH CENTER OF JUPITER, INC.**

**PARTIAL RELEASE OF EASEMENT  
430 UNIVERSITY BLVD.  
JUPITER, FL. 33458**



**LIDBERG LAND  
SURVEYING, INC.**

LB4431

675 West Indiantown Road, Suite 200,  
Jupiter, Florida 33458 TEL. 561-746-8454

CAD. K:\AUTOCAD2000\244442\85-7\23-058\DWG\23-058-410.DWG

REF.

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PG.

JOB

23-058-410

OFF.

M.B.S.

DATE

11-27-2023

CKD.

R.J.W.

SHEET

2

OF

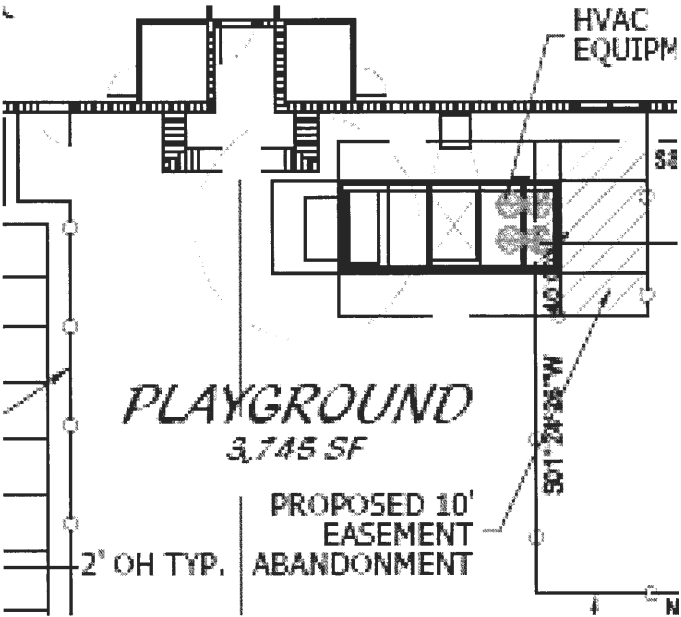
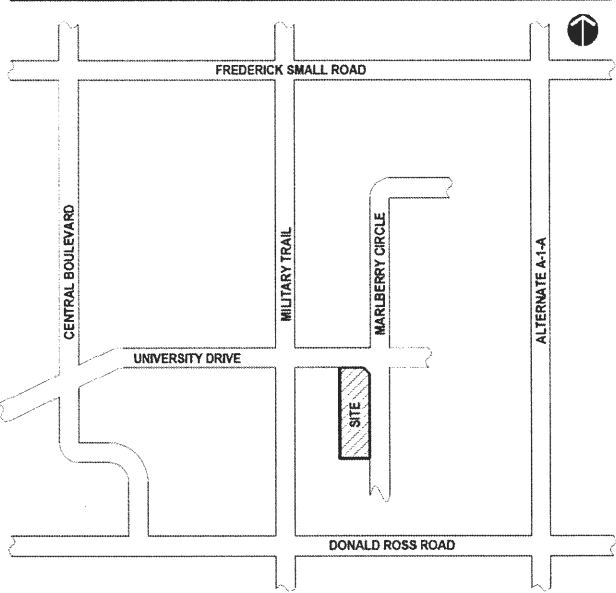
2

DWG.

A23-058A

# EXHIBIT #2 – Site & Easement Location

## *LOCATION MAP*





CFN 20060187878  
 OR BK 20128 PG 1310  
 RECORDED 03/30/2006 15:01:48  
 Palm Beach County, Florida  
 AMT 1,000,000.00  
 Doc Stamp 7,000.00  
 Sharon R. Bock, CLERK & COMPTROLLER  
 Pgs 1310 - 1314; (5pgs)

PREPARED BY AND RETURN TO:  
 Alys N. Daniels, Esquire  
 Gary, Dytrych & Ryan, P.A.  
 701 U.S. Highway One, Suite 402  
 North Palm Beach, FL 33408

PROPERTY CONTROL NUMBER: 30 42 41 24 05 023 0003  
 GRANTEE FEDERAL ID NUMBER:

### GENERAL WARRANTY DEED

THIS INDENTURE, made effective as of the 28<sup>th</sup> day of March, 2006, between ABACOA DEVELOPMENT COMPANY, a Delaware Corporation, hereinafter referred to as the GRANTOR, whose mailing address is: 1200 University Blvd., Suite 210, Jupiter, FL 33458, and CHABAD JEWISH CENTER OF JUPITER, INC., a Florida non-profit corporation, whose mailing address is: 156 Morning Dew Circle, Jupiter, FL 33458, hereinafter referred to as the GRANTEE.

### WITNESSETH:

That said GRANTOR, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations to said GRANTOR in hand paid by said GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE, and GRANTEE'S heirs and assigns forever, the following described real property, situate, lying and being in Palm Beach County, Florida, to wit:

Tract ~~WK5-C~~ of Abacoa-Replat Tract WK5, according to the map or plat thereof as recorded in Plat Book 85, Page 7, Public Records of Palm Beach County, Florida.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING MATTERS AS SET FORTH ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

THIS CONVEYANCE IS ENCUMBERED BY AND MADE SUBJECT TO THE COVENANTS AND RESTRICTIONS SET FORTH IN EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the said GRANTOR hereby covenants with said GRANTEE that the GRANTOR is lawfully seized of said land in fee simple; that the GRANTOR has good right and lawful authority to sell and convey said land; that the GRANTOR does hereby fully warrant the title to said real property and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, GRANTOR has caused this Deed to be signed in its name by its proper officers, and its corporate seal to be affixed, the day and year first above written.



Signed, sealed and delivered  
in the presence of:

Donna M. Cesaro-Pengue  
Witness

Donna M. Cesaro-Pengue  
Printed Witness Name

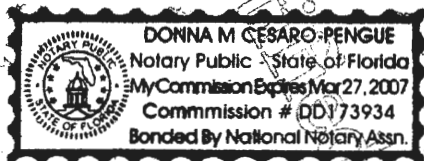
Deborah A. Johnson  
Witness

Deborah A. Johnson  
Printed Witness Name

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of March, 2006, by  
Nader G. M. Salour, as President of ABACOA DEVELOPMENT COMPANY, a Delaware  
Corporation, on behalf of the corporation. He is personally known to me or he has produced \_\_\_\_  
as identification.



(Seal)

ABACOA DEVELOPMENT COMPANY, a  
Delaware Corporation

By: Nader G. M. Salour  
Nader G. M. Salour, as President

Donna M. Cesaro-Pengue  
Notary Public, State of Florida

Printed Notary's Name

My Commission Expires:

My Commission No.:

G:\DOCS\ALYS\abacoa.new\Civic Site Chabad\deed.wpd



ACCEPTANCE OF DEED

For and in consideration of ABACOA DEVELOPMENT COMPANY, a Delaware Corporation, transferring the above described Property to CHABAD JEWISH CENTER OF JUPITER, INC., a Florida non-profit corporation, CHABAD JEWISH CENTER OF JUPITER, INC. hereby accepts the General Warranty Deed subject to the matters set forth therein.

IN WITNESS WHEREOF, CHABAD JEWISH CENTER OF JUPITER, INC. caused this Acceptance to be signed in its name by its proper officers, and its corporate seal to be affixed, on the 28<sup>th</sup> day of March, 2006.

Signed, sealed and delivered  
in the presence of:

CHABAD JEWISH CENTER OF JUPITER,  
INC., a Florida non-profit corporation

By: Dov Ber Barash  
Dov Ber Barash, as President

Witness

Stuart B. Klein  
Printed Witness Name

Witness

David B. Noveck  
Printed Witness Name

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of March, 2006, by Dov Ber Barash, as President of CHABAD JEWISH CENTER OF JUPITER, INC., a Florida non-profit corporation, on behalf of the corporation. He is personally known to me or he has produced \_\_\_\_\_ as identification.

Donna M. Roy  
Notary Public, State of Florida

Printed Notary's Name

My Commission Expires:

My Commission No.:

(Seal)



**EXHIBIT "A"**  
**to General Warranty Deed**

1. Taxes for the year 2006 and all subsequent years including, without limitation those assessed or levied by Palm Beach County, the Northern Palm Beach County Improvement District, South Florida Water Management District, and Loxahatchee River Environmental Control District.

2. Zoning and/or restrictions and prohibitions imposed by any governmental authorities or quasi-governmental authorities, including, without limitation the Development Order described below and MXD Ordinance described in Exhibit "B".

3. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of Abacoa - Replat of Tract WK 5, as recorded in Plat Book 85, Page 7, Public Records of Palm Beach County, Florida.

4. Matters set forth in Abacoa Declaration of Covenants, Conditions and Restrictions recorded in Official Record Book 9739, Page 1629, as amended in Official Record Book 10109, Page 356, Official Record Book 10701, Page 734 and Official Record Book 11085, Page 1522 all of the public records of Palm Beach County, Florida; and Amendments to By-Laws recorded in Official Record Book 10701, Page 737, and Official Record Book 11098, Page 1918, both of the public records of Palm Beach County, Florida; and Declaration of Annexation To Abacoa Declaration of Covenants, Conditions and Restrictions recorded in Official Record Book 20128, Page 1307, of the public records of Palm Beach County, Florida,

5. Resolution No. 9-95 of the Town Council of the Town of Jupiter, Florida, as amended, which constitutes a development order pursuant to Section 380.06(15), Florida Statutes for the Abacoa Development of Regional Impact ("Development Order").

6. All other conditions, covenants, easements, limitations, reservations and restrictions of record, if any, but this reference thereto shall not act to reimpose the same.

All recording references herein mentioned above are recorded in Palm Beach County, Florida.

f:\docs\alys\divosta\m1b2\mac deed

**EXHIBIT "B"**  
to General Warranty Deed

The following are covenants and restrictions imposed upon the Property, and shall run with the land and be enforceable by Grantor, and Grantor's successors and assigns:

1. Resolution No. 9-95 of the Town Council of the Town of Jupiter, Florida, which constitutes a development order pursuant to Section 380.06(15), Florida Statutes for the Abacoa Development of Regional Impact ("Development Order").

2. The Property shall only be used for nonprofit civic uses, unless such use requirements are released by Abacoa Property Owners' Assembly, Inc. ("Master POA" or "Association") the Town of Jupiter and Abacoa Development Company, a Delaware corporation

3. Ordinance No. 46-94 of the Town of Jupiter, Florida, amending Section 302 of the Zoning Code ("MXD Ordinance").

4. The Property must be developed in accordance with South Florida Water Management District Permit # 50-03651-P, as revised by Application Number 960805-13, as has been further modified and will be amended from time to time, and in accordance with any other permits issued by governmental agencies having jurisdiction over any portion of the Property.

The Grantee by acceptance of this Deed, on behalf of itself and its successors and assigns, agrees to comply with all of the above conditions and restrictions, to the extent such conditions and restrictions apply to the Property.

f:\docs\land\abacoa\divosta\rn1b2\mac deed

Already on list



EXHIBIT # 4  
RECEIVED  
NOV 14 2023  
Loxahatchee River  
Environmental Control District

STATEMENT OF ACCOUNT/ESTOPPEL REQUEST

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT  
2500 JUPITER PARK DRIVE, JUPITER, FL 33458-8964  
Phone: 561-747-5700 Option 2; Fax: 561-747-9929; [www.loxahatcheeriver.org](http://www.loxahatcheeriver.org)  
Email: [billing@lrccd.org](mailto:billing@lrccd.org)

THE UNDERSIGNED, AS OWNER OR AUTHORIZED AGENT FOR THE OWNER, REQUESTS THE STATUS OF ANY AND ALL FEES AND CHARGES AGAINST THE FOLLOWING:

PROPERTY OWNER(S): Chabad Jewish Center of Jupiter, Inc.

PROPERTY ADDRESS: ~~1209 Main Street, Suite 210, Jupiter, FL 33458~~ 430 University Blvd. Jupiter

LEGAL DESCRIPTION (Lot, Block, Plat Book/Page: ORB/Page; Development Name) Plat Book 85, Page 7 -Tract WK5 of Abacoa Replat Tract WK5

AND/OR TAX PARCEL ID# (PCN#): 30-42-41-24-05-023-0030

TITLE CO. OR ATTORNEY NAME: Gary, Dytrch & Ryan, P.A. File/Ref: Abacoa - Chabad

COMPANY ADDRESS: 701 U.S. Highway One, Suite 402, North Palm Beach, FL 33408

PHONE # 561-844-3700 EMAIL [information@gdr-law.com](mailto:information@gdr-law.com) FAX# N/A

TRANSACTION TYPE: Refinance Sale Scheduled closing date: \_\_\_/\_\_\_/\_\_\_

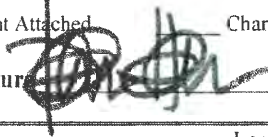
PLEASE NOTE: For Property Sales a Warranty Deed and Change of Ownership form is REQUIRED  
Link to Change of Ownership Forms: <https://loxahatcheeriver.org/customer-service/info/>

Estoppel processing is \$30.00 and must be paid in advance.

Payment Information:

Phoned in Credit/Debit card payment on 11-14-23 10:30am (Date/Time) and my confirmation number is 251358677

Check Payment Attached Charges are Prepaid/Recurring under the following account:

Authorized Signature  Printed Name: Donaldson E. Hearing - Cottleur & Hearing

Loxahatchee River District Supplied Information

The account is Current. \$ \_\_\_ was paid for the quarter of \_\_\_/\_\_\_/\_\_\_ through \_\_\_/\_\_\_/\_\_\_.\*

The next Quarterly Sewer Service charge is \$ \_\_\_ for the period \_\_\_/\_\_\_/\_\_\_ through \_\_\_/\_\_\_/\_\_\_.\*


Payment for Quarterly Sewer Service in the amount of \$ \_\_\_ IS DUE for the quarter of \_\_\_/\_\_\_/\_\_\_ through \_\_\_/\_\_\_/\_\_\_.\*

Account is Delinquent in the amount of \$ \_\_\_ for quarterly periods(s) between \_\_\_/\_\_\_/\_\_\_ and \_\_\_/\_\_\_/\_\_\_.\*

The account is in "Lien Status" and may have Property Lien(s) filed.

Paid by condo Within District boundary Not within District boundary Assessed Area See attached

Total Amount Due: \$ 0.00 Signed:  Date: 11/14/2023

Loxahatchee River District Agent   
Loxahatchee River District Account # for this property: 4815500 & 3848500

Nothing due at this time for Quarterly Sewer.

The District will apply a Late Fee equal to 10% of each delinquent Quarterly Service Charge for Sewer Service.

\* We reserve the right to correct the above for any errors & omissions and/or miscalculations, and, therefore, request you immediately advise this office of any discrepancies noted in the above figures prior to disbursement to avoid delays for additional funds as may be due regarding the District's lien(s). No Satisfaction will be prepared until all amounts due for outstanding charges/liens (by virtue of the Notice of Lien Rights recorded in the Public Records) are received and funds have cleared. Information provided is to answer your inquiry to best of our present knowledge, but reservation of all rights is retained to seek any additional monies due pursuant to lien rights. Responses are made in good faith and are based on limited review of customer's account at this date. Last updated 4/5/2022

\*Application to Abandon/Terminate \*  
Easement → 430 University Blvd.

CHABAD JEWISH CENTER OF JUPITER  
1209 MAIN STREET SUITE 110  
JUPITER, FL 33458  
(561) 317-0968

3457  
63-215/631

11/9/23 Date

Pay to the Order of LRCD \$546.<sup>80</sup>/<sub>100</sub>

Five hundred forty six and eighty cents Dollars

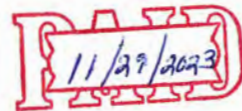
Suntrust Bank

For CS Barzil

⑆ 21520 6221037 3457

hangochex.com

P 656  
Chabad Jewish Center







November 15, 2023

**Via E-mail ([dhearing@cotleur-hearing.com](mailto:dhearing@cotleur-hearing.com))**

Loxahatchee River District  
 2500 Jupiter Park Drive  
 Jupiter, Florida 33458-8962

**Re: Statement of Estoppel - Abacoa Chabad  
 CH Project #05-1024**

Abacoa Jewish Center (Abacoa Chabad) is requesting partial release of a Lift Station Easement, located on the west side of Quarry Knoll Road, just south of University Boulevard. The property is located within the Commercial area of Abacoa, adjacent to the New Haven residential neighborhood. The Abacoa Chabad is requesting that the Loxahatchee River District (LRD) release a small portion of an existing Lift Statement Easement to accommodate the relocation of mechanical equipment from the east side of the building to the south side of the building. The residents of New Haven and the Town of Jupiter requested the Chabad to relocate the equipment to provide a more aesthetically pleasing street view and to diminish potential noise impact. The Chabad's Engineering firm, RGD Engineering of Jupiter, Florida determined the equipment can be relocated if LRD agrees to abandon a portion of the easement. An existing 6' PVC fence currently exists along the west side of the lift statement easement. This fence can be partially relocated upon the abandonment of the easement. No landscaping or other improvements are proposed within LRD's lift station easement. Abacoa Chabad commits to abiding by all of LRD established rules and requirements.

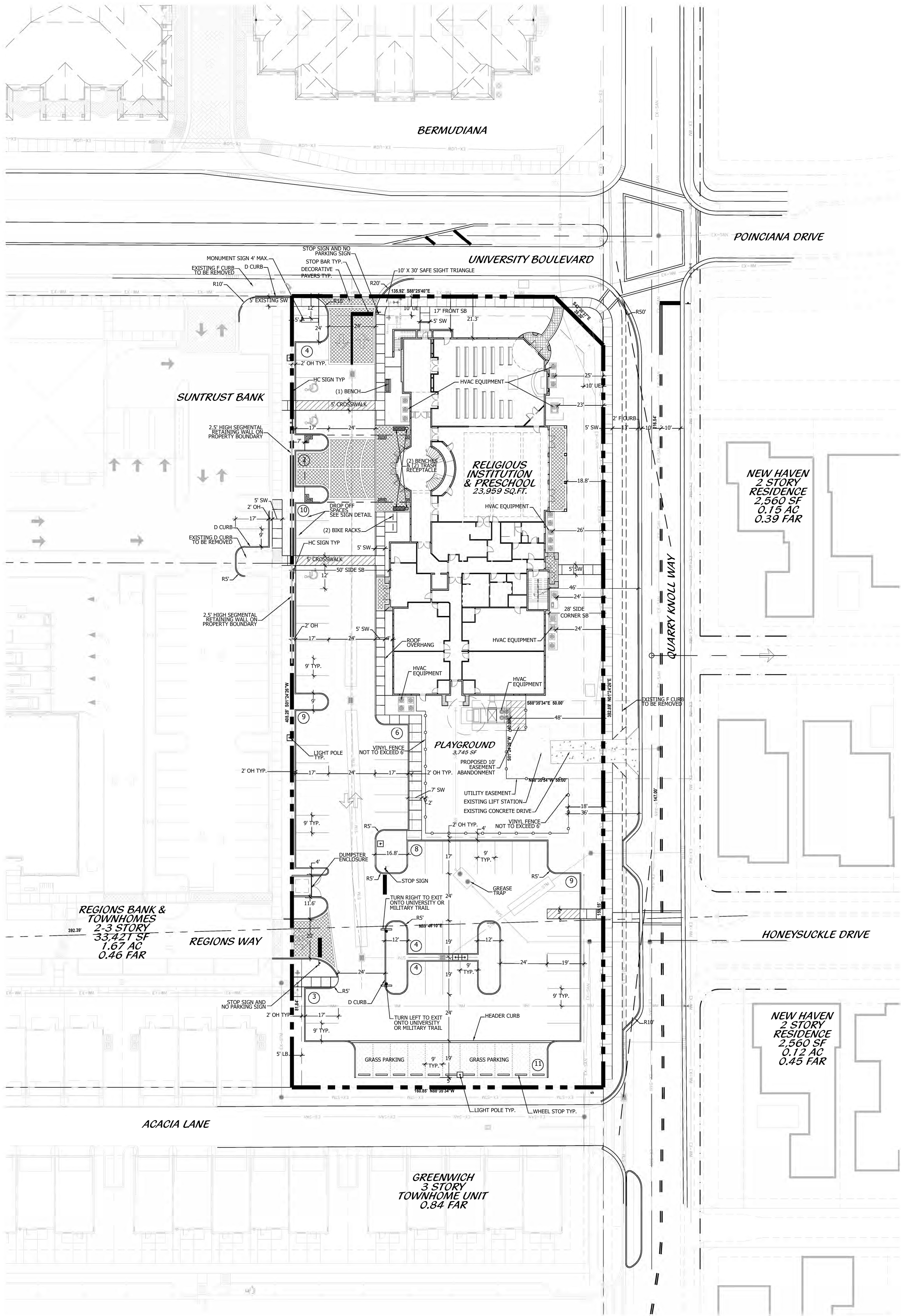
Should you have any questions, please do not hesitate to contact me at (561) 747-6336 or [dhearing@cotleur-hearing.com](mailto:dhearing@cotleur-hearing.com). Again, thank you for this opportunity, and I look forward to speaking with you soon.

Very truly yours,  
**Cotleur & Hearing**

/mlb

Donaldson E. Hearing, ASLA, LEED® AP  
 Principal





### GENERAL NOTES

A STANDARD RIGHT OF WAY MAINTENANCE AGREEMENT BETWEEN OWNER AND THE TOWN SHALL BE PREPARED, REVIEWED, APPROVED, EXECUTED AND RECORDED PRIOR TO ANY TEMPORARY CERTIFICATE OF OCCUPANCY (TCO) OR CERTIFICATE OF OCCUPANCY (CO) FOR THIS SITE. THE MAINTENANCE AGREEMENT WILL OBLIGATE THE OWNER TO THE PERPETUAL MAINTENANCE RESPONSIBILITY FOR THE LANDSCAPING, SOD AND IRRIGATION, PAVER BRICK SYSTEM, DRIVEWAY TURN OUT IMPROVEMENTS, SITE ACCESS WALKWAYS/STAIRS AND ASSOCIATED INFRASTRUCTURE FOR PEDESTRIAN ACCESS WAYS LEADING TO THE SITE. THE LIMITS OF THE AGREEMENT SHALL EXTEND TO THE BACK OF ROADWAY CURB, EDGE OF ALLEY PAVEMENT, EDGE OF PUBLIC ACCESS SIDEWALK, AS MAY APPLY ON THE FOUR SIDES OF THE PROPERTY.

PER CONDITION 6.A OF RESOLUTION 67-09 ALL PLAYGROUND EQUIPMENT TO BE NEUTRAL IN COLOR.

NO SIGNAGE ON THE EAST SIDE OF THE BUILDING FACING QUARRY KNOLL.

DAY CARE SHALL NOT EXCEED 44 STUDENTS PER CONDITION 12 OF RESOLUTION 67-09

PLAYGROUND AREA SHALL PROVIDE 75 SF PER CHILD (3,300 SF) OR 35 SF PER CHILD (1,650 SF) IF USED IN MULTIPLE SHIFTS)

### SITE DATA

PARCEL CONTROL NUMBER	30-42-41-24-05-023-0030
EXISTING ZONING	MYD
EXISTING LAND USE	MYD
PROPOSED SUBDISTRICT	INSTITUTIONAL
TOTAL SITE AREA	1.5 ACRES

### BUILDING DATA

1ST FLOOR	14,050 SF
2ND FLOOR	9,909 SF
TOTAL	23,959 SF

### BREAKDOWN OF USES

RELIGIOUS INSTITUTION	18,243 SF
PRESCHOOL (DAYCARE)	5,716 SF
TOTAL	23,959 SF

CLASS ROOMS	6 ROOMS
SHUL SEATING	120 SEATS

### PARKING DATA

	REQ	PROV
RELIGIOUS INSTITUTION (1/1000 SF)	18	22
RELIGIOUS INSTITUTION (1/4 SEATS)	30	30
PRESCHOOL AREA (5 + 1/EMPLOYEE + 1/DROP OFF)	18	18
TOTAL	66	70

### LAND USE DATA

	SF	AC	%
IMPERVIOUS AREA	16,923	0.39	25.91%
BUILDING LOT COVERAGE	27,107	0.62	41.50%
VEHICULAR USE	1,857	0.04	2.84%
SIDEWALK / PLAZA			

SUB TOTAL	45,887	1.05	70.25%
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PERVIOUS AREA	SF	AC	%
GREENSPACE AND BUFFERS	19,435	0.45	29.75%

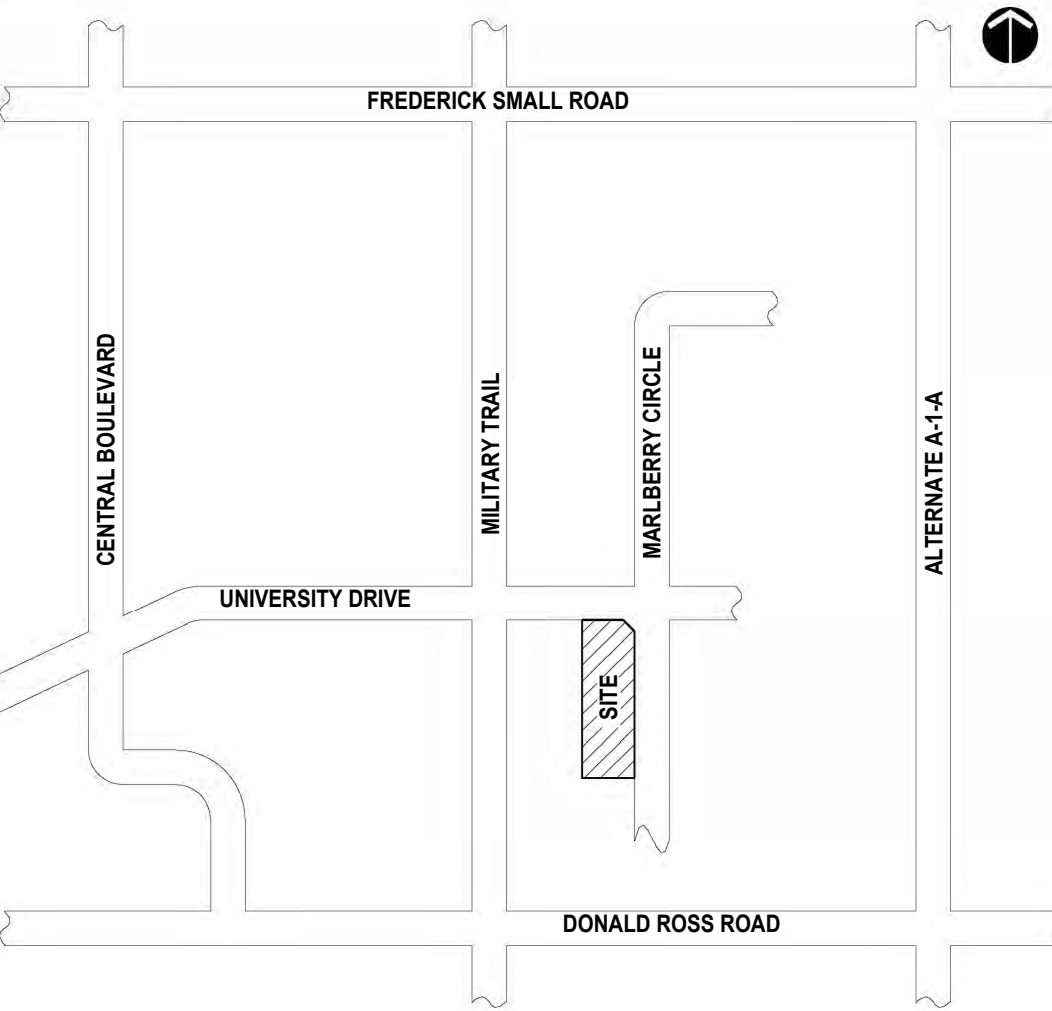
SUB TOTAL	19,435	0.45	29.75%
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TOTAL	65,322	1.50	100.00%
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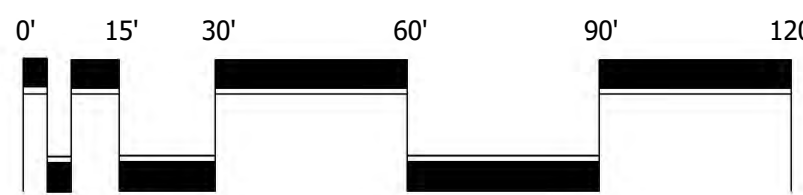
### PEDESTRIAN AMENITIES

	REQ	PROV
BICYCLE RACKS (1 PER 12,500 SF OF GFA)	2	2
BENCHES (1 PER 10,000 SF OF GFA)	2	3
TRASH RECEPTACLES (1 PER 12,500 SF GFA)	2	2

### LOCATION MAP



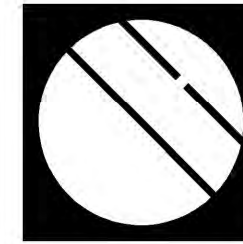
## Site Plan



Scale: 1" = 30'



North



**Cotleur & Hearing**

Landscape Architects  
Land Planners  
Environmental Consultants  
1934 Commerce Lane  
Suite 1  
Jupiter, Florida 33458  
561.747.6336 · Fax 747.1377  
www.cotleurhearing.com  
Lic# LC-C000239

*Chabad Jewish Center*

Jupiter, Florida



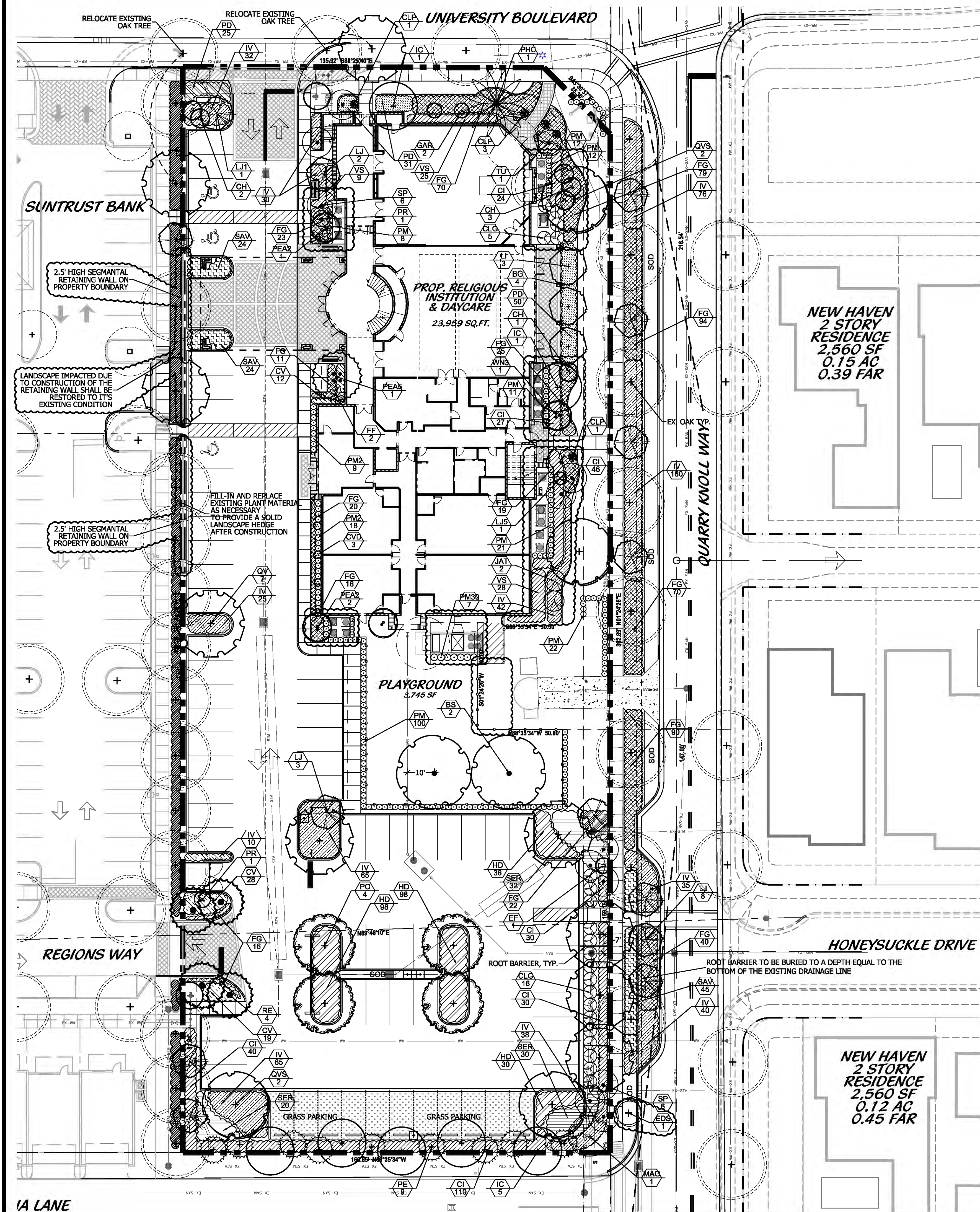
DESIGNED	AMB / MAK
DRAWN	MAK
APPROVED	DEH
JOB NUMBER	05-1024
DATE	08-09-07
REVISIONS	07-31-09
09-14-09	11-03-09
01-04-10	01-19-10
	05-24-10
	FP 08-06-10
	DO EXT 07-28-14
	BLDG/ENG 04-08-15
FP 09-22-15	MM 02-27-19
	MM DAYCARE 11-15-19
05-25-23	HVAC 02-23-23
09-05-23	HVAC 07-24-23
11-20-23	HVAC 11-08-23

November 20, 2023 10:40:13 a.m.  
Drawing: 05-1024 SP.DWG

SHEET 1 OF 4

COTLEUR HEARING INC.  
These drawings are the property of the architect and are not to be used for extensions or on other projects except by agreement in writing with the architect. Immediately report any discrepancies to the architect.





LANDSCAPE DATA

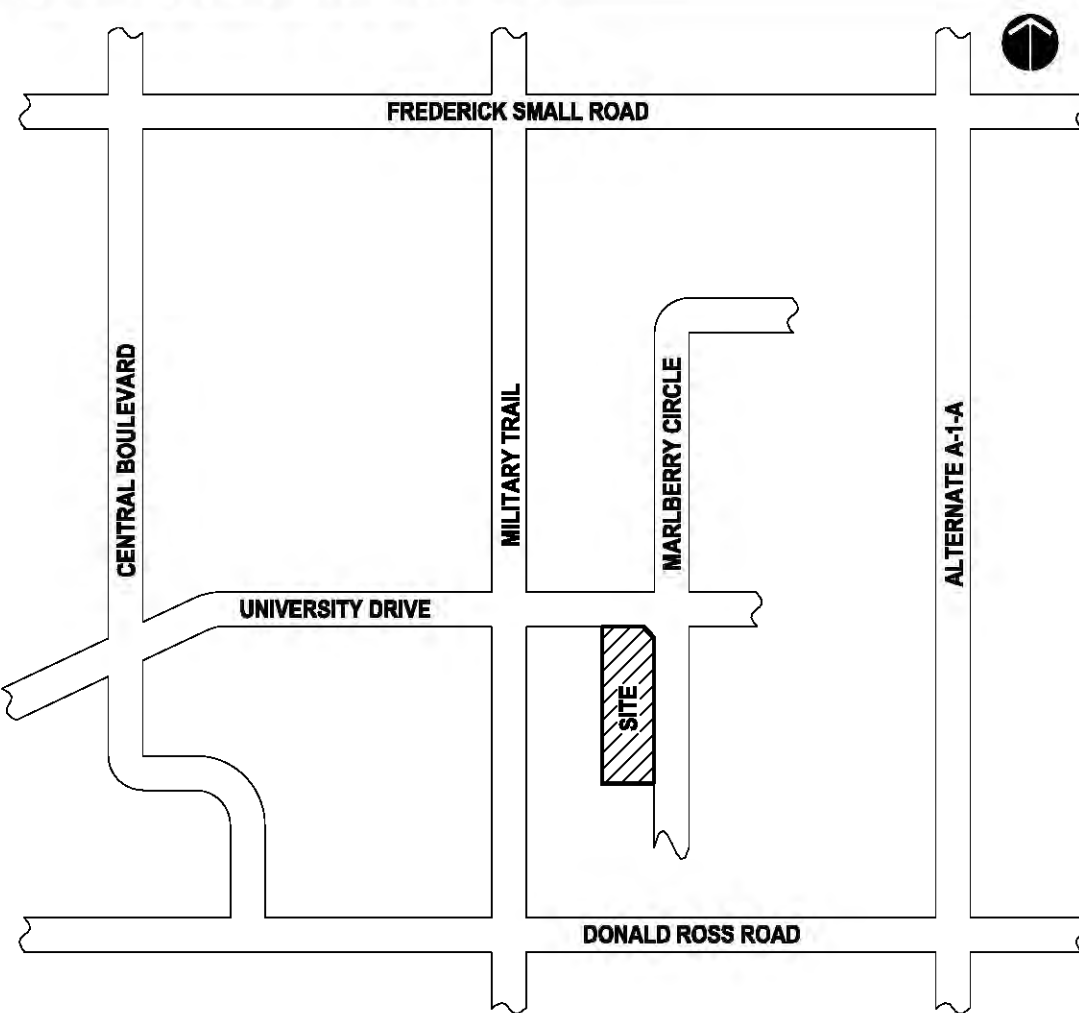
LOT COVERAGE			
BUILDING LOT COVERAGE	16,454	0.38	25.19%
VEHICULAR USE	28,728	0.65	43.88%
PLAZAS & SIDEWALKS	2,834	0.07	4.34%
GREENSPACE	17,306	0.40	26.49%
TOTAL	65,322	1.50	100.00%

LANDSCAPE REQUIREMENTS			
INTERIOR LANDSCAPE	REQUIRED	PROVIDED	
PARKING (1 PER ISLAND)	16	16	
SHRUBS (7 PER ISLAND)	112	575	

FOUNDATION PLANTING			
LENGTH OF FOUNDATION (L.F.)	TOTAL LENGTH	REQ	PROV
S.F. OF PLANTING	621	248	378
PLANT UNITS (1/250 REQ PLANTING)		932	2,903
TREE		4	18
PALM (12 PALMS = 4 TREES)			8
ACCENT (18 ACCENTS = 6 TREES)			4

NATIVE REQUIREMENTS			
STREET, SHADE TREES & PALMS	REQUIRED	PROVIDED	
ACCENTS, SHRUBS & GROUNDCOVERS	>50%	52%	
	>50%	50%	

LOCATION MAP

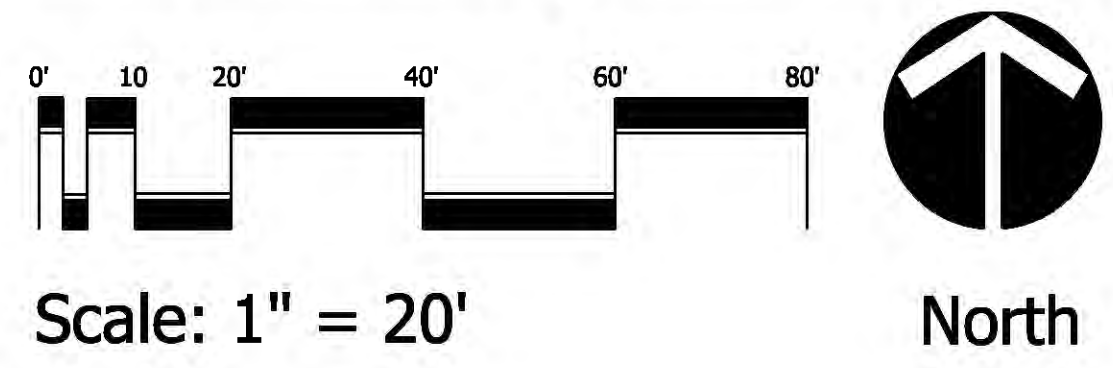


Final Plans  
09-14-2015 PZ 15-244

DO Extension  
05-06-2014 PZ 14-83

Final Plans Reso 67-09  
06/01/10 PZ 09-261

Landscape Plan



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LANDSCAPE NOTES

ALL PLANT MATERIAL SHALL BE FLORIDA NUMBER 1 OR BETTER AS DEFINED BY THE DIVISION OF PLANT INDUSTRY 'GRADES AND STANDARDS' LATEST EDITION.

ALL LANDSCAPE SHALL CONFORM TO THE REQUIREMENTS OF THE TOWN OF JUPITER LAND DEVELOPMENT REGULATIONS. THE TOWN OF JUPITER LANDSCAPE CODE (LDRS) SHALL GOVERN IN THE EVENT OF A CONFLICT.

VEGETATION REMOVAL PERMITS ARE REQUIRED PRIOR TO REMOVING, CLEARING OR STRIPPING ANY VEGETATION FROM THE PROPERTY.

AT THE TIME OF BUILDING PERMIT, THE APPLICANT SHALL EXECUTE HOLD HARMLESS AGREEMENTS WITH ALL APPLICABLE UTILITIES FOR LANDSCAPING WITHIN UTILITY EASEMENTS.

THE LANDSCAPE CONTRACTOR SHALL NOT MAKE ANY SUBSTITUTIONS AND/ OR CHANGES WITHOUT THE AUTHORIZATION OF TOWN OF JUPITER, THE OWNER AND THE LANDSCAPE ARCHITECT.

THE LANDSCAPE CONTRACTOR SHALL REVIEW THE PROJECT DRAINAGE AND UTILITY PLANS PRIOR TO CONSTRUCTION AND AVOID ALL CONFLICTS. THE LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO COMMENCING WORK.

THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS.

THE CONTRACTOR SHALL COORDINATE THE PLANTING AND TRIMMING OF STREET TREES TO ENSURE FULL VISIBILITY TO TRAFFIC CONTROL AND SAFETY SIGNAGE.

TREES SHALL BE POSITIONED TO AVOID CONFLICTS WITH SIGNAGE AND SITE LIGHTING. LARGER TREES WILL BE PROVIDED AT INTERSECTIONS WHERE DEEMED NECESSARY.

ALL VEGETATION SHALL BE SELECTED AND POSITIONED SO THAT IT DOES NOT PRESENT OBSTRUCTIONS TO THE LINE OF SIGHT AT INTERSECTIONS PURSUANT TO SECTION 27-1262(a)(9)(c) OF THE TOWN OF JUPITER CODE.

ALL ABOVE GROUND UTILITIES I.E. TRANSFORMERS, SWITCH BOXES, AC CONDENSERS AND ALIKE SHALL BE FULLY SCREENED FROM VIEW ON THREE SIDES WITH LANDSCAPING. THE LANDSCAPING SHALL TO THE TALLEST POINT OF SAID EQUIPMENT AT TIME OF PLANTING.

ALL TREES SHALL BE LOCATED WITHIN A MULCH PLANTING BED WITH A MINIMUM OF TWO (2) FEET OF CLEARANCE TO THE EDGE OF THE BED.

SOD AND IRRIGATION SHALL BE INSTALLED IN ANY ADJACENT RIGHT OF WAY BETWEEN THE SIDEWALK AND THE CURB.

ALL SOD SHALL BE STENOTAPHRUM SECUNDATUS FLORITAM-PALMETTO (ST. AUGUSTINE SOD).

TREES WITHIN PLANTING ISLANDS LESS THAN FIVE (5) FEET IN WIDTH SHALL BE LOCATED TO AVOID CONFLICTS WITH THE OVERHANG OF VEHICLES.

TYPE D RAISED CONCRETE CURBING SHALL BE PROVIDED AROUND ALL PLANTING ISLANDS WITHIN VEHICULAR USE AREAS.

TREES AT ENTRANCE WAYS AND WITHIN SIGHT TRIANGLES SHALL BE TRIMMED IN SUCH A FASHION TO MINIMIZE SITE VISIBILITY CONFLICTS, CLEAR VISIBILITY SHALL BE MAINTAINED BETWEEN 30 INCHES AND 7 FEET. TEN FOOT BY THIRTY FOOT SIGHT VISIBILITY SHALL BE PROVIDED AT THE INTERSECT WITH THE PUBLIC RIGHT OF WAY. IN ADDITION ALL LANDSCAPING SHALL CONFORM TO THE REQUIREMENTS OF FOOT INDEX 546.

EARTH BERMS SHALL NOT EXCEED A 3:1 SLOPE; 4:1 SLOPES OR GREATER ARE PREFERABLE.

ALL TREES PLANTED UNDER OR ADJACENT TO FPL POWER LINES WILL COMPLY WITH THE FPL RIGHT TREE IN THE RIGHT PLACE GUIDELINES (REV 5/95)

PERIMETER TREES AT THE TIME OF PLANTING SHALL BE SPACED IN A WAY THAT COMPLEMENTS THE SPACING OF ANY EXISTING TREES ON ADJACENT DEVELOPED AREAS.

ALL LANDSCAPE ISLANDS AND BEDS SHALL BE FREE FROM SHELL ROCK AND CONSTRUCTION DEBRIS. EXCAVATED TO A DEPTH OF 30 INCHES OR TO CLEAN NATIVE SOILS AND FILLED WITH THE SPECIFIED BACKFILL MIXTURE.

ALL LANDSCAPE ISLANDS SHALL INCORPORATE THE INSTALLATION OF MOUNDING OF NATIVE SOILS A MINIMUM OF SIX INCHES (6") ABOVE THE TOP OF CURB.

TWENTY FOUR (24") INCH RIDGED ROOT BARRIER SHALL BE PROVIDED FOR SHADE TREES PLANTED WITHIN SIX (6") FEET OF PUBLIC CURBS. ADDITIONAL PUBLIC RIGHT OF WAYS, A ROOT BARRIER SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURERS RECOMMENDATIONS. THE TOTAL LENGTH OF THE ROOT BARRIERS SHALL BE 20' ADJACENT TO THE SIDEWALK AND 20' ADJACENT TO THE RIGHT OF WAY.

ROOT BARRIER, IN ACCORDANCE WITH TOWN OF JUPITER WATER DEPARTMENT AND ENCON CRITERIA, SHALL BE PROVIDED FOR TREES AND PALMS ADJACENT TO UNDERGROUND WATER AND SEWER UTILITIES.

SHADE TREES SHALL BE NO CLOSER THAN 8' FROM UNDERGROUND UTILITIES UNLESS AN APPROVED 48" ROOT BARRIER IS PROVIDED. NO SHADE TREE WILL BE PERMITTED CLOSER THAN 5' FROM UNDERGROUND UTILITIES

PALM TREES SHALL BE NO CLOSER THAN 5' FROM UNDERGROUND UTILITIES UNLESS AN APPROVED 48" ROOT BARRIER IS PROVIDED.

IF ROOTBARRIERS ARE NEEDED THE ROOTBARRIERS WILL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS, ADJACENT TO ALL TREES PLANTED WITHIN SIX FEET OF CURBS OR SIDEWALKS IN PUBLIC RIGHTS OF WAY. THE TOTAL LENGTH OF THE ROOT BARRIER SHALL BE TWENTY FEET ADJACENT TO THE SIDEWALK AND TWENTY FEET ADJACENT TO THE CURB.

ALL AREAS SHALL BE FULLY IRRIGATED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TOWN OF JUPITER. THE IRRIGATION WATER SOURCE SHALL BE REUSE WATER.

CATCH BASINS AND DRAINAGE SHALL NOT BE LOCATED WITH IN REQUIRED PERIMETER BUFFERS OR PRESERVE AREAS.

THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE 100% OVERLAP COVERAGE TO ALL LANDSCAPE AND SOD AREAS.

THE IRRIGATION SYSTEM SHALL BE EQUIPPED WITH A RAIN SENSOR/CUT OFF SWITCH IN ACCORDANCE WITH STATE AND LOCAL REQUIREMENTS.

EXISTING TREES AND VEGETATION TO REMAIN SHALL BE STAKED AND BARRICADED PRIOR TO ANY LAND CLEARING. TREES TO BE RELOCATED SHALL BE ROOT PRUNED AND PROTECTED DURING CONSTRUCTION.

ALL TREES PROPOSED TO BE PRESERVED ON SITE SHALL BE PROTECTED IN ACCORDANCE WITH THE PROCEDURES OUTLINED IN DIVISION IV, VEGETATION REMOVAL REQUIREMENTS IN THE TOWN OF JUPITER CODE PRIOR TO THE ISSUANCE OF A C.O.

ANY AREA DESIGNATED WITH EXISTING VEGETATION TO REMAIN THAT IS DISTURBED DURING CONSTRUCTION WILL BE RESTORED WITH NATIVE PLANTINGS.

EXISTING TREES PRESERVED OR RELOCATED ON SITE SHALL BE PRUNED ACCORDING TO ANSI A300 STANDARDS OR BY AN ISA CERTIFIED ARBORIST.

ALL EXISTING LANDSCAPING AND TREES TO REMAIN SHALL BE BARRICADED WITH ORANGE CONSTRUCTION BARRICADE. THE BARRICADE SHALL BE INSTALLED AT THE DRIP LINE OF THE TREE/PALM OR AT THE EDGE OF THE SHRUB MASS. BARRICADES SHALL REMAIN IN PLACE THROUGHOUT THE DURATION OF CONSTRUCTION.

EXISTING, SUITABLE NATIVE VEGETATION LOCATED WITHIN THE PROPOSED DEVELOPMENT AREAS SHALL BE RELOCATED TO SUPPLEMENT THE LANDSCAPING. NATIVE VEGETATION SHALL BE RELOCATED BY TREE SPADE OR CRANE, PRIOR TO THE CLEARING OF THE SITE THE APPLICANT SHALL IDENTIFY ALL NATIVE VEGETATION TO BE RELOCATED.

RELOCATION METHODOLOGY: EXISTING NATIVE VEGETATION DETERMINED TO BE SUITABLE FOR RELOCATION SHALL BE RELOCATED TO TARGET AREAS USING HYDROLOGIC TREE SPADES. THE SIZE OF SPADE SHALL VARY FROM 30" TO 45" DEPENDING ON THE SIZE AND TYPE OF VEGETATION TO BE MOVED. THE APPLICANT SHALL IDENTIFY PRIOR TO THE CLEARING OF THE SITE ALL EXISTING NATIVE VEGETATION TO BE RELOCATED. FOLLOWING RELOCATION, VEGETATION SHALL BE WATERED DAILY FOR A PERIOD NOT LESS THAN 90 DAYS AFTER WHICH IT SHALL BE WATERED ON AN AS NEEDED BASIS TO INSURE SURVIVAL. AT A MINIMUM THE APPLICANT SHALL INSURE 60% SURVIVAL FOR ALL RELOCATED PLANT MATERIAL.

PLANT LIST

QTY	SYM	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	REMARKS
CANOPY / ORNAMENTAL TREES						
2	BS*	BURSERA SIMARUBA	GUMBO LIMBO	12' x 6', 3" CAL	A.S.	FULL CANOPY
1	EDS	ELAEOCARPUS DECIPiens	JAPANESE BLUEBERRY	12' O.A.	A.S.	FULL CANOPY, STANDARD TREE FORM
7	IC*	ILEX CASSINE	DAHOON HOLLY	12-14', 2.5" CAL	A.S.	FULL CANOPY
2	JAT	JATROPHA STANDARD	JATROPHA	6' x 4'	A.S.	FULL, SPECIMEN, 2.5' C.T.
3	LI	LAGERSTROEMIA 'TUSKEGEE'	TUSKEGEE CREPE MYRTLE	8' O.A.	A.S.	FULL CANOPY, LIMB UP 3'
13	LJ	LIGUSTRUM JAPONICUM	LIGUSTRUM TREE FORM	8' x 8'	A.S.	FULL CANOPY, LIMB UP 4', MULTI-STEM
1	LJ1	LIGUSTRUM JAPONICUM	LIGUSTRUM TREE FORM	12' O.A	A.S.	FULL CANOPY, LIMB UP 4', MULTI-STEM
1	LJ5	LIGUSTRUM JAPONICUM	LIGUSTRUM TREE FORM	5' O.A	A.S.	FULL CANOPY, MULTI-STEM
1	MAG*	MAGNOLIA GRANDIFLORA 'LITTLE GEM'	LITTLE GEM MAGNOLIA	10'x6'	A.S.	FULL CANOPY, SOUTH GROWN
9	PE*	PINUS ELLIOTTII DENSA	SO. FLORIDA SLASH PINE	#7, 5'-6' O.A	A.S.	FULL CANOPY
4	PO*	PLATANUS OCCIDENTALIS	SYCAMORE	12' x 5', 2.5" CAL	A.S.	FULL, 4'C.T.
8	QV*	QUERCUS VIRGINIANA	LIVE OAK	12' x 5', 2.5" CAL	A.S.	FULL CANOPY, 5' C.T. MIN
4	QVS*	QUERCUS VIRGINIANA	LIVE OAK	18'x 6', 4.5" CAL.	A.S.	FULL CANOPY, 6' C.T. MIN., SPECIMEN
1	TU	TIBOUCHINA URVILLEANA	GLORY BUSH	#7, 5' STD	A.S.	FULL, SPECIMEN
PALMS						
6	CH	CHAMAEROPS HUMILIS	EUROPEAN FAN PALM	5'-6' O.A MULTI	A.S.	LIMB UP 3'
3	PEA2	PTYCHOSPHERMA ELEGANS	ALEXANDER PALM	14' O.A DOUBLE	A.S.	FULL CANOPY
1	PEA5	PTYCHOSPHERMA ELEGANS	ALEXANDER PALM	14' O.A 5 STEM	A.S.	FULL CANOPY
1	PHC	PHOENIX CANARIENSIS	CANARY ISLAND DATE PALM	8' G.W./ 11' C.T.	A.S.	FULL, SYMMETRICAL, CLEAN TRUNK
2	PR	PHOENIX ROEBELIENSII	PYGMY DATE PALM	6' O.A TRIPLE	A.S.	FULL CANOPY, 3' C.T. MIN
4	RE*	PHOENIX ELATA	FLORIDA ROYAL PALM	8', 12', 18' C.T., STGG	A.S.	FULL, STRAIGHT TRUNK, STGG
12	SP*	SABAL PALMETTO	SABAL PALMETTO	8', 12', 18' C.T., STGG	A.S.	SLICK TRUNK STGG HGTS, (1/3 EA. SIZE)
1	WN3	VEITCHIA WININ	WININ PALM	10' C.T. TRIPLE	A.S.	FULL CANOPY, MATCHED
LARGE SHRUBS / ACCENTS						
4	BG	BOUGAINVILLEA 'PALM BEACH PURPLE'	BOUGAINVILLEA	5' O.A, SPEC	A.S.	FULL, ATTACH TO WALL
307	CI*	CHRYSOBALANUS ICACO 'RED TIP'	RED TIP COCOPLUM	#3, 2' x 2'	2' O.C.	FULL & THICK
21	CLG*	CLUSIA GUTTIFERA	SMALL LEAF CLUSIA	5' x 5'	5' O.C.	FULL & THICK
5	CLP*	CRINUM AUGUSTUM 'QUEEN EMMA'	PURPLE CRINUM LILY	#7, 2.5' x 2.5'	A.S.	FULL & THICK
59	CV	CODIAEUM VAR. 'FRANKLIN ROOSEVELT'	FRANKLIN ROOSEVELT CROTON	#3, 2' x 2'	3' O.C.	FULL & THICK
3	CVD	CODIAEUM VAR. 'DREADLOCK'	DREADLOCK CROTON	#7, 3' x 3'	A.S.	FULL & THICK
1	EF*	EUGENIA FOETIDA	SPANISH STOPPER	6' x 6'	A.S.	FULL, SPECIMEN
2	FF	FURCRAEA FOETIDA	VARIEGATED FALSE AGAVE	#7, 2.5' x 2.5'	A.S.	FULL & THICK
2	GAR	GARCINIA SPICATA	GARCINIA	5' O.A.	A.S.	FULL, SPECIMEN, MATCHED
262	HD*	HAMELIA PATENS 'COMPACTA'	DWARF FIREBUSH	#3, 18" x 18"	2' O.C.	FULL & THICK
186	PM	PODOCARPUS MAKII	PODOCARPUS	5' O.A.	3' O.C.	FULL & THICK
27	PM2	PODOCARPUS MAKII	PODOCARPUS	#3, 2' x 2'	2' O.C.	FULL & THICK
7	PM30	PODOCARPUS MAKII	PODOCARPUS	#30, 7'-8' O.A.	2.5' O.C.	FULL & THICK
93	SAV	SCHEFFLERA ARBORICOLA 'TRINETTE'	DWARF VARIEGATED SCHEFFLERA	#3, 2' x 2'	2' O.C.	FULL & THICK
82	SER*	SERENOA REPENS	SAV PALMETTO	#5, 2' x 2'	3' O.C.	FULL
62	VS	VIBURNUM SUSPENSUM	SANDANKWA VIBURNUM	#3, 2' x 2'	2' O.C.	FULL & THICK
MED. SHRUBS / GROUNDCOVERS / VINES						
595	FG	FICUS MACROPHYLLA 'GREEN ISLAND'	GREEN ISLAND FIGUS	#3, 12" x 12"	2' O.C.	FULL & THICK
618	IV*	ILEX VOMITORIA 'STOKES DWARF'	DWARF YAUPON HOLLY	#3, 12" x 12"	2' O.C.	FULL & THICK
106	PD	PODOCARPUS MACL. 'PRINGLES' OR 'META'	DWARF PODOCARPUS	#3, 12" x 18"	2' O.C.	FULL & THICK

NOTE: ASTERISK (\*) INDICATES FLORIDA NATIVE PLANT MATERIAL.

LANDSCAPE SPECIFICATIONS

1. GENERAL LANDSCAPE REQUIREMENTS

LANDSCAPE CONTRACT WORK INCLUDES, BUT IS NOT LIMITED TO, SOIL PREPARATION, FINE OR FINISH GRADING, FURNISHING AND INSTALLING PLANT MATERIAL, WATERING, STAKING, GUYING AND MULCHING.

PLANT SIZE AND QUALITY

TREES, PALMS, SHRUBS, GROUNDCOVERS: PLANT SPECIES AND SIZES SHALL CONFORM TO THOSE INDICATED ON THE DRAWINGS. NOMEINATURE SHALL BE NOTED TO STANDARD. 1. NURSERY STOCK SHALL BE IN ACCORDANCE WITH GRADES AND STANDARDS FOR NURSERY PLANTS PARTS I & II, LATEST EDITION PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, UNLESS SPECIFIED OTHERWISE. ALL PLANTS SHALL BE FLORIDA GRADE NUMBER 1 OR BETTER AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY.

ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL-ROOTED PLANTS AND ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS OF GOOD QUALITY AND BE IN A HEALTHY GROWING CONDITION.

AN ESTABLISHED CONTAINER GROWN PLANT SHALL BE TRANSPLANTED INTO A CONTAINER AND GROWN IN THAT CONTAINER SUFFICIENTLY LONG ENOUGH FOR THE NEW FIBROUS ROOTS TO HAVE DEVELOPED SO THAT THE ROOT MASS WILL RETAIN ITS SHAPE AND HOLD TOGETHER WHEN REMOVED FROM THE CONTAINER.

STANDARD PLANTING MIXTURE SHALL BE ONE (1) PART RECYCLED ORGANIC MATERIAL ADDED TO THREE (3) PARTS EXISTING NATIVE SOIL.

REPLACEMENT SOIL SHALL BE USED AS SPECIFIED TO REPLACE EXISTING SOILS THAT ARE DETERMINED BY THE LANDSCAPE ARCHITECT TO BE UNSUITABLE FOR PLANTING. IF ROAD BASE, PAVEMENT, ETC. REPLACEMENT SOIL MIX SHALL CONTAIN 60% SAND AND 40% MUCK. SAND SHALL BE 100% CLEAN, WASHED SAND SCREENED TO 1/4" AND MUCK SHALL BE 100% CLEAN ORGANIC NATIVE MUCK SCREENED TO 1/2". ALL SOIL SHALL BE MIXED PRIOR TO DELIVERY ON SITE.

MULCH SHALL BE SHREDDED MELALEUCA, EUCALYPTUS OR GRADE "A" RECYCLED. ALL MULCH IS TO BE APPLIED TO A DEPTH OF 3", EXCEPT AS OTHERWISE NOTED.

FERTILIZER IN BACKFILL MIXTURE FOR ALL PLANTS SHALL CONSIST OF MILORGANITE ACTIVATED SLUDGE MIXED WITH THE BACKFILL AT A RATE OF NOT LESS THAN 30 LBS. PER CUBIC YARD.

FERTILIZER FOR TREES AND SHRUBS MAY BE TABLET FORM OR GRANULAR. GRANULAR FERTILIZER SHALL BE UNIFORM IN COMPOSITION, DRY AND FREE-FLOWING. THIS FERTILIZER SHALL BE DELIVERED TO THE SITE IN THE ORIGINAL UNOPENED BAGS, EACH BEARING THE MANUFACTURER'S STATEMENT OF ANALYSIS, AND SHALL MEET THE FOLLOWING REQUIREMENTS: 16% NITROGEN, 7% PHOSPHORUS, 12% POTASSIUM, PLUS IRON. TABLET FERTILIZER (AGRIFORM OR EQUAL) IN 21 GRAM SIZE SHALL MEET THE FOLLOWING REQUIREMENTS: 20% NITROGEN, 10% PHOSPHORUS AND 5% POTASSIUM.

FERTILIZER WILL BE APPLIED AT THE FOLLOWING RATES:

PLANT SIZE	16-7-12	AGRIFORM TABLETS (21 GRAM)
1 GAL.	1/4 LB.	1
3 GAL.	1/3 LB.	3
7-15 GAL	1/2 LB.	7
1'-6" CALIPER	2 LBS./1" CALIPER	2 PER 1" CALIPER
6" AND LARGER	3 LBS./1" CALIPER	2 PER 1" CALIPER

"FLORIDA EAST COAST PALM SPECIAL" SHALL BE APPLIED TO ALL PALMS AT INSTALLATION AT A RATE OF 1/2 LB. PER INCH OF TRUNK UNLESS OTHERWISE SPECIFIED.

FIELD GROWN TREES AND PALMS PREVIOUSLY ROOT PRUNED SHALL OBTAIN A ROOT BALL WITH SUFFICIENT ROOTS FOR CONTINUED GROWTH WITHOUT RESULTING SHOCK.

CONTRACTOR SHALL NOT MARK OR SCAR TRUNK IN ANY FASHION.

PLANTS SHALL BE WATERED AS NECESSARY OR WITHIN 24 HOURS AFTER NOTIFICATION BY THE LANDSCAPE ARCHITECT.

THE LOCATIONS OF PLANTS, AS SHOWN IN THESE PLANS, ARE APPROXIMATE. THE FINAL LOCATIONS MAY BE ADJUSTED TO ACCOMMODATE UNFORESEEN FIELD CONDITIONS. MAJOR ADJUSTMENTS TO THE LAYOUT ARE TO BE APPROVED BY THE LANDSCAPE ARCHITECT.

ALL PLASTIC FABRIC SHALL BE REMOVED FROM PLANT MATERIAL AT TIME OF INSTALLATION.

ALL TREES MUST BE STAKED AS SHOWN ON THE PLANTING DETAILS WITHIN 24 HOURS OF PLANTING. STAKES TO REMAIN FOR A MINIMUM OF 9 MONTHS, BUT NO LONGER THAN 18 MONTHS. CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE AND REMOVAL OF THE STAKES.

ALL TREES MUST BE PRUNED AS PER LANDSCAPE ARCHITECT'S DIRECTION. SABAL PALMS MAY BE HURRICANE CUT.

ALL SHRUBS, TREES AND GROUND COVER WILL HAVE IMPROVED SOIL AS PER PLANTING SOIL NOTES. THE SOILS SHALL BE PLACED IN THE HOLE DURING PLANTING. TOP DRESSING ONLY IS NOT ACCEPTABLE.

DO NOT ALLOW AIR POCKETS TO FORM WHEN BACKFILLING. ALL TREES SHALL BE SPIKED IN UTILIZING WATER AND A TREE BAR.

THE LANDSCAPE CONTRACTOR SHALL WATER, MULCH, WEED, PRUNE, AND OTHERWISE MAINTAIN ALL PLANTS, INCLUDING SOD, UNTIL WORKING ACCEPTANCE IN WRITING FROM THE LANDSCAPE ARCHITECT. SETTLED PLANTS SHALL BE RESEED TO PROPER GRADE, PLANTING SAUCERS RESTORED, AND DEFECTIVE WORK CORRECTED.

THE LANDSCAPE CONTRACTOR SHALL AT ALL TIMES KEEP THE PREMISES FREE FROM ACCUMULATION OF WASTE MATERIALS OR DEBRIS CAUSED BY THE PERFORMANCE OF THE WORK. UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL PROMPTLY REMOVE ALL WASTE MATERIALS, DEBRIS, UNUSED PLANT MATERIAL, EMPTY PLANT CONTAINERS AND ALL EQUIPMENT FROM THE PROJECT SITE.

UPON COMPLETION OF THE WORK, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT AND REQUEST A FINAL INSPECTION. ANY ITEMS THAT ARE JUDGED INCOMPLETE OR UNACCEPTABLE BY THE LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE SHALL BE CORRECTED BY THE LANDSCAPE CONTRACTOR WITHIN 14 DAYS.

ALL LABOR AND MATERIAL FOR SOIL AMENDMENTS AND FERTILIZER THAT IS REQUIRED TO INSURE THE SUCCESSFUL ESTABLISHMENT AND SURVIVAL OF THE PROPOSED VEGETATION, AS WELL AS ALL THE COST FOR THE REMOVAL, UNSUITABLE OR EXCESS BACKFILL MATERIAL, SHALL BE INCLUDED IN THE CONTRACTOR'S BID TO PERFORM THE WORK REPRESENTED IN THIS PLAN SET.

2. PLANTING TREES

EXCAVATE PIT AS PER PLANTING DETAILS.

BACKFILL AROUND BALL WITH STANDARD PLANTING MIXTURE AND SLIGHTLY COMPACT, WATER THOROUGHLY AS LAYERS ARE PLACED TO ELIMINATE VOIDS AND AIR POCKETS. BUILD A 6" HIGH BERM OF STANDARD PLANTING MIXTURE BEYOND EDGE OF EXCAVATION. APPLY 3" (AFTER SETTLEMENT) OF MULCH EXCEPT WITHIN 6" OF TRUNK.

PRUNE TREE TO REMOVE DAMAGED BRANCHES, IMPROVE NATURAL SHAPE AND THIN OUT STRUCTURE. THOROUGHLY AS LAYERS ARE PLACED TO ELIMINATE VOIDS AND AIR POCKETS. BUILD A 6" HIGH BERM OF STANDARD PLANTING MIXTURE BEYOND EDGE OF EXCAVATION. APPLY 3" (AFTER SETTLEMENT) OF MULCH EXCEPT WITHIN 6" OF TRUNK.

GUY AND STAKE TREE IN ACCORDANCE WIT THE STAKING DETAILS IMMEDIATELY AFTER PLANTING.

3. PLANTING SHRUBS

LAYOUT SHRUBS TO CREATE A CONTINUOUS SMOOTH FRONT LINE AND FILL IN BEHIND.

EXCAVATE PIT OR TRENCH TO 1-1/2 TIMES THE DIAMETER OF THE BALLS OR CONTAINERS OR 1'-0" WIDER THAN THE SPREAD OF ROOTS FOR POSITIONING AT PROPER HEIGHT. BACKFILL AROUND PLANTS WITH STANDARD PLANTING MIXTURE, COMPACTED TO ELIMINATE VOIDS AND AIR POCKETS. FORM GRADE SLIGHTLY DISHED AND BERMED AT EDGES OF EXCAVATION. APPLY 3" OF MULCH EXCEPT WITHIN 3" OF STEPS.

PRUNE SHRUBS TO REMOVE DAMAGED BRANCHES, IMPROVE NATURAL SHAPE AND THIN OUT STRUCTURE. DO NOT REMOVE MORE THAN 15% OF BRANCHES.

4. PLANTING GROUND COVER

LOOSEN SUBGRADE TO DEPTH OF 4" IN AREAS WHERE TOPSOIL HAS BEEN STRIPPED AND SPREAD SMOOTH.

SPACE PLANTS AS OTHERWISE INDICATED. DIG HOLES LARGE ENOUGH TO ALLOW SPREADING OF ROOTS. COMPACT BACKFILL TO ELIMINATE VOIDS AND LEAVE GRADE SLIGHTLY DISHED AT EACH PLANT. WATER THOROUGHLY. APPLY 3" OF MULCH OVER ENTIRE PLANTING BED. LIFTING PLANT FOLIAGE ABOVE MULCH.

DURING PERIODS OF HOT SUN AND/OR WIND AT TIME OF PLANTING, PROVIDE PROTECTIVE COVER FOR SEVERAL DAYS OR AS NEEDED.

5. PLANTING LAWNS

SODDING: SOD TYPE SPECIFIED ON PLANT LIST SHALL BE MACHINE STRIPPED NOT MORE THAN 24 HOURS PRIOR TO LAYING.

LOOSEN SUBGRADE TO DEPTH OF 4" AND GRADE WITH TOPSOIL EITHER PROVIDED ON SITE OR IMPORTED STANDARD PLANTING MIX TO FINISH DESIGN ELEVATIONS. ROLL PREPARED LAWN SURFACE. WATER THOROUGHLY, BUT DO NOT CREATE MUDDY SOIL CONDITION.

FERTILIZE SOIL AT THE RATE OF APPROXIMATELY 10 LBS. PER 1,000 S.F. SPREAD FERTILIZER OVER THE AREA TO RECEIVE GRASS BY USING AN APPROVED DISTRIBUTION DEVICE CALIBRATED TO DISTRIBUTE THE APPROPRIATE QUANTITY. DO NOT FERTILIZE WHEN WIND VELOCITY EXCEEDS 15 M.P.H. THOROUGHLY MIX FERTILIZER INTO THE TOP 2" OF TOPSOIL.

LAY SOD STRIPS WITH TIGHT JOINTS, DO NOT OVERLAP. STAGGER STRIPS TO OFFSET JOINTS IN ADJACENT COURSES. WORK SIFTED STANDARD PLANTING MIXTURE INTO MINOR GRASSES BETWEEN PIECES OF SOD AND REMOVE EXCESS SOIL DEPOSITS FROM SODDED AREAS. SOD ON SLOPES GREATER THAN 3:1 SHALL BE STAKED IN PLACE. ROLL OR STAMP LIGHTLY AND WATER THOROUGHLY WITH A FINE SPRAY IMMEDIATELY AFTER PLANTING.

6. MISCELLANEOUS LANDSCAPE WORK

LANDSCAPE MAINTENANCE

MAINTAIN LANDSCAPE WORK UNTIL FINAL ACCEPTANCE IS ISSUED BY THE OWNER'S REPRESENTATIVE. INCLUDE WATERING, WEEDING, CULTIVATING, RESTORATION OF GRADE, MOVING AND TRIMMING GRASS, PRUNING TREES AND SHRUBS, PROTECTION FROM INSECTS AND DISEASES, FERTILIZING AND SIMILAR OPERATIONS AS NEEDED TO INSURE NORMAL GROWTH AND GOOD HEALTH FOR LIVE PLANT MATERIAL.

PLANT MATERIAL SUBSTITUTION

NO SUBSTITUTION OF PLANT MATERIAL, TYPE OR SIZES WILL BE PERMITTED WITHOUT AUTHORIZATION FROM THE LANDSCAPE ARCHITECT.

PLANTING BED PREPARATION

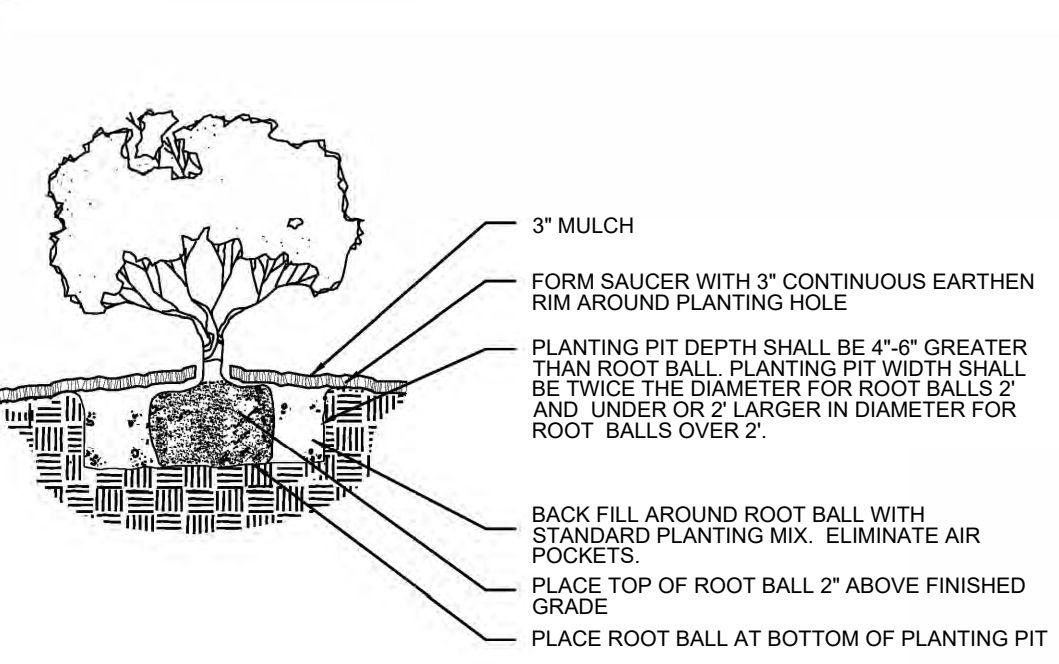
ALL PLANTING BEDS SHALL BE PROPERLY PREPARED PRIOR TO THE COMMENCEMENT OF ANY PLANTING. PLANTING AREAS, INCLUDING LAWNS SHALL BE FREE OF ALL WEEDS AND NUISANCE VEGETATION. IF TORPEDO GRASS (PANICUM REPENS) IS PRESENT OR ENCOUNTERED DURING PLANTING, THE LANDSCAPE CONTRACTOR SHALL STOP ALL PLANTING UNTIL IT CAN BE DEMONSTRATED THAT IT HAS BEEN COMPLETELY REMOVED OR ERADICATED. THERE SHALL BE NO EXCEPTIONS TO THIS PROVISION.

ALL LANDSCAPE ISLANDS AND BEDS WILL BE FREE OF SHELL ROCK AND CONSTRUCTION DEBRIS AND WILL BE EXCAVATED TO A DEPTH OF 30 INCHES OR TO CLEAN, NATIVE SOIL AND FILLED WITH THE SPECIFIED REPLACEMENT SOIL.

LANDSCAPE WARRANTY

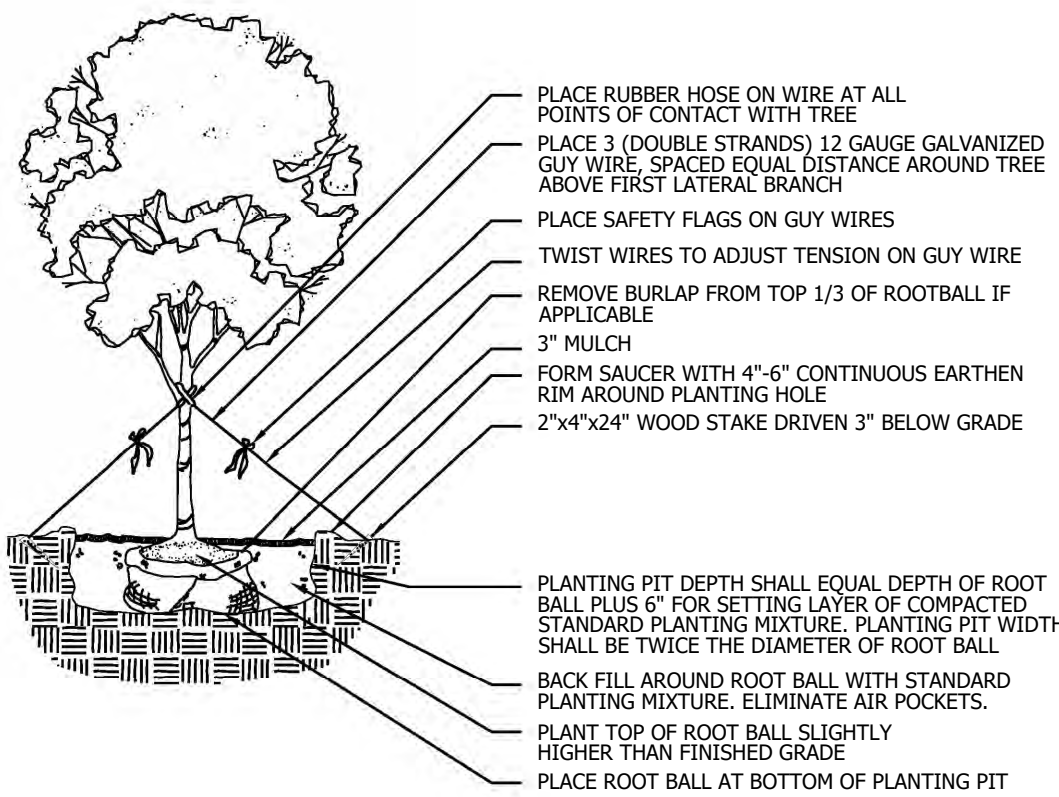
THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF SIX (6) MONTHS FROM THE DATE OF CONDITIONAL ACCEPTANCE IN WRITING FROM THE LANDSCAPE ARCHITECT. AT THE TIME OF CONDITIONAL ACCEPTANCE, THE SIX (6) MONTH PERIOD SHALL COMMENCE. ANY MATERIALS WHICH HAVE DIED OR DECLINED TO THE POINT WHERE THEY NO LONGER MEET FLORIDA #1 CONDITION DURING THIS PERIOD SHALL BE PROMPTLY REPLACED WITH SPECIMENS THAT MEET THE MINIMUM REQUIREMENTS CALLED FOR ON THE DRAWINGS. THE LANDSCAPE CONTRACTOR SHALL NOT BE HELD RESPONSIBLE FOR THE DEATH OR DAMAGE RESULTING FROM ACTS OF GOD SUCH AS LIGHTNING, VANDALISM, AND AUTOMOBILES OR FROM NEGLIGENCE BY THE OWNER. CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING AND OTHERWISE MAINTAINING PLANTS UP TO THE CONDITIONAL ACCEPTANCE PERIOD, UNLESS A WRITTEN AGREEMENT WITH THE LANDSCAPE ARCHITECT PROVIDES FOR A DIFFERENT ARRANGEMENT.

PLANTING DETAILS



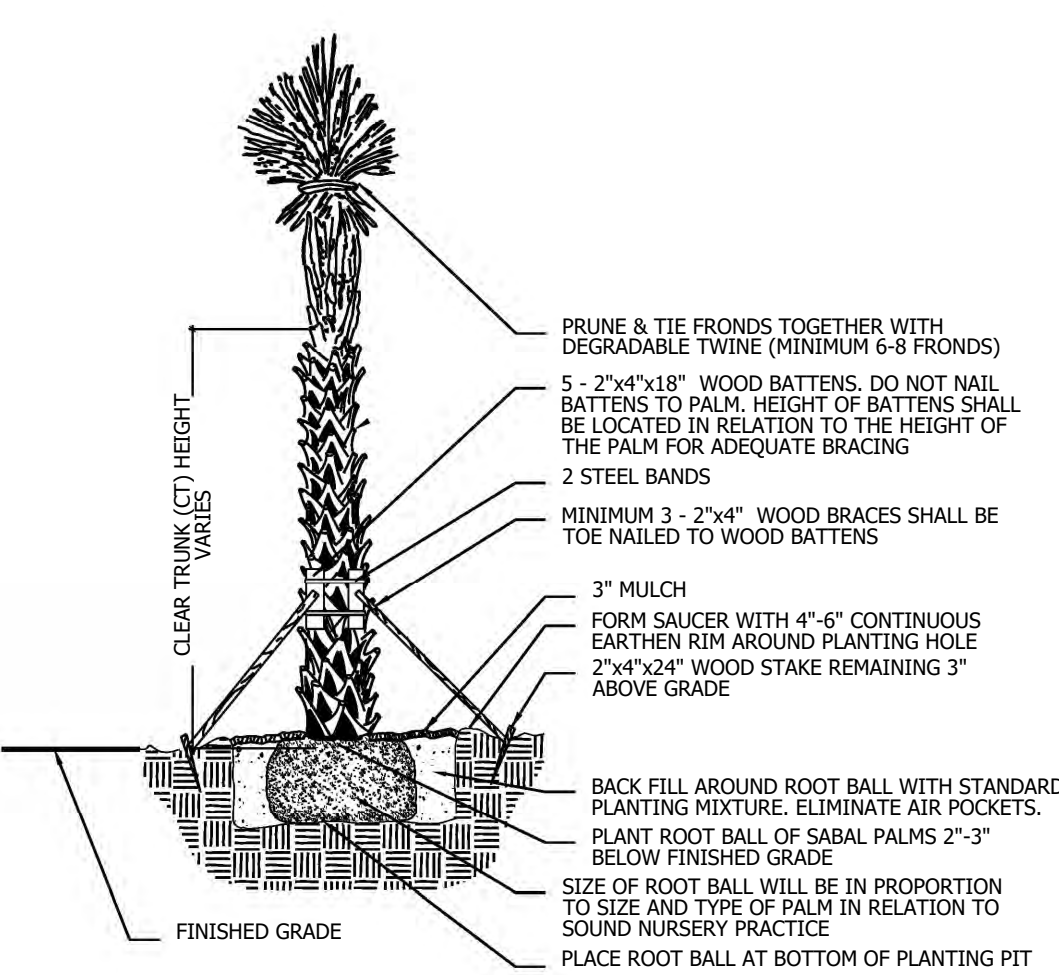
SHRUB/GROUNDCOVER PLANTING DETAIL

NTS



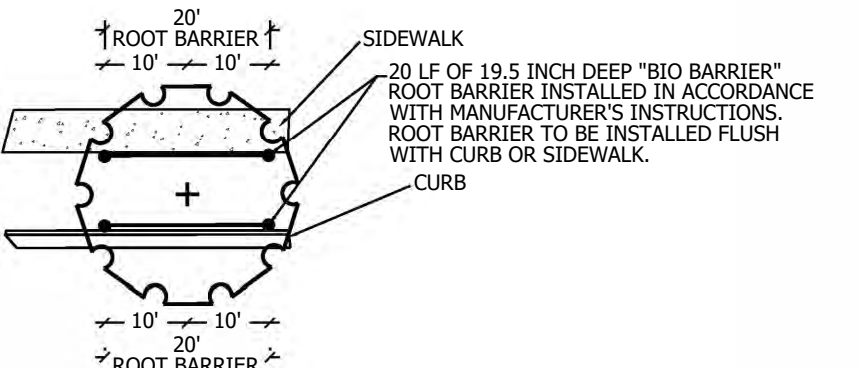
LARGE TREE PLANTING DETAIL

NTS



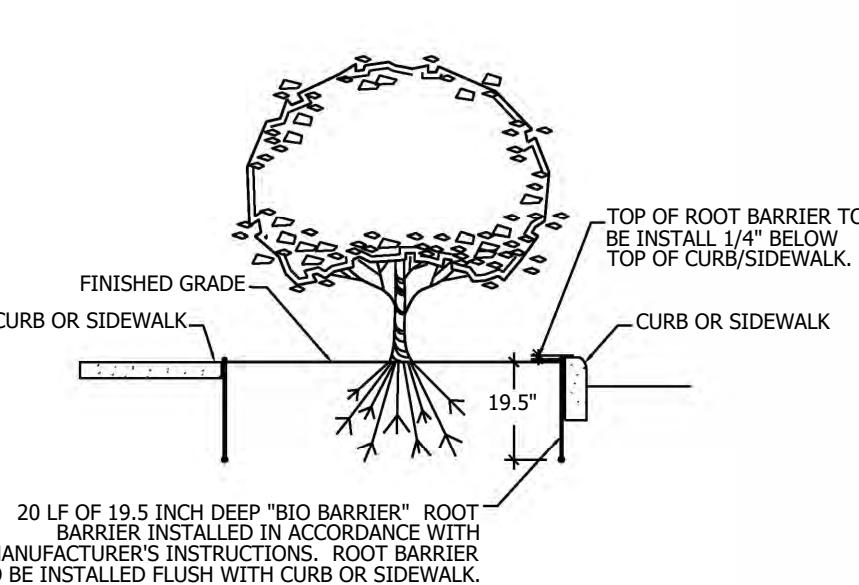
PALM PLANTING DETAIL

NTS



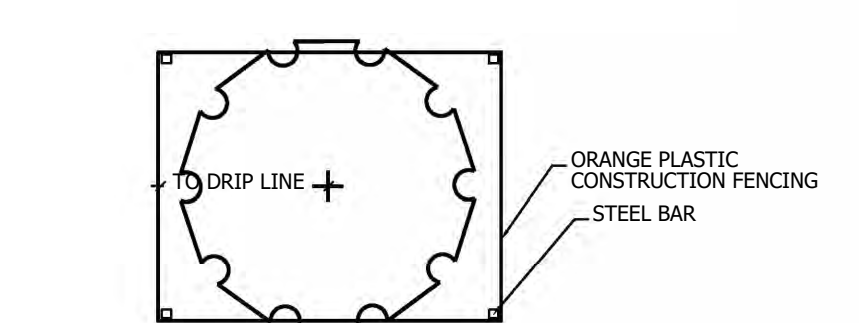
ROOT BARRIER DETAIL

NTS



ROOT BARRIER DETAIL

NTS



TREE PROTECTION DETAIL





# ABACOA - REPLAT OF TRACT WK5

A Replat of Tract WK5 of Abacoa Plat No. 1, as recorded in Plat Book 78, Pages 145 through 163, inclusive of the Public Records of Palm Beach County, Florida, lying in Section 24, Township 41 South, Range 42 East Town of Jupiter, Palm Beach County, Florida

This instrument prepared by James E. Park, P.S.M.  
Williams, Hatfield Stoner, Inc. - Engineers Surveyors Planners Environmental Scientists  
1901 South Congress Avenue, Suite 150, Boynton Beach, Florida 33426

May 1999

Sheet 1 of 2

## DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT ABACOA DEVELOPMENT COMPANY, A DELAWARE CORPORATION, OWNER OF THE LAND SHOWN HEREON, BEING A REPLAT OF ALL OF TRACT WK5 OF ABACOA PLAT NO. 1, AS RECORDED IN PLAT BOOK 78, PAGES 145 THROUGH 163, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 24, TOWNSHIP 41 SOUTH, RANGE 42 EAST, TOWN OF JUPITER, PALM BEACH COUNTY, FLORIDA, SHOWN HEREON AS "ABACOA - REPLAT OF TRACT WK5", BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF TRACT WK5 OF ABACOA PLAT NO. 1, AS RECORDED IN PLAT BOOK 78, PAGES 145 THROUGH 163, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

SAID LAND SITUATE IN PALM BEACH COUNTY, FLORIDA CONTAINING 18.50 ACRES, MORE OR LESS.

HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DO HEREBY DEDICATE AS FOLLOWS:

1. THE BUFFERS AS SHOWN HEREON ARE HEREBY DEDICATED AS EASEMENTS TO THE "ABACOA PROPERTY OWNERS' ASSEMBLY, INC.", ITS SUCCESSORS AND ASSIGNS, WITH THE RIGHT, BUT NOT THE OBLIGATION TO CONSTRUCT, OPERATE AND MAINTAIN, AS BUFFERS FOR OPEN SPACE, PEDESTRIAN WALKWAYS, SIDEWALKS AND LANDSCAPING PURPOSES. PALM BEACH COUNTY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO MAINTAIN THE SIDEWALKS AS CONSTRUCTED WITHIN SAID BUFFERS.

IN WITNESS WHEREOF, THE ABACOA DEVELOPMENT COMPANY, A DELAWARE CORPORATION, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS PRESIDENT AND ITS CORPORATE SEAL TO AFFIX HERETO BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS THIS 21<sup>ST</sup> DAY OF MAY, 1999.

WITNESSED BY: Robert Anne Macdon  
PRINTED NAME: Robert Anne Macdon  
TITLE: PRESIDENT

## ACKNOWLEDGMENT

STATE OF  
COUNTY OF

BEFORE ME PERSONALLY APPEARED ALANER SALOUR WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED AS IDENTIFICATION AND WHO EXECUTED THE FOREGOING INSTRUMENT AS PRESIDENT OF ABACOA DEVELOPMENT COMPANY AND ACKNOWLEDGED TO AND BEFORE ME THAT HE EXECUTED SAID INSTRUMENT AS SUCH OFFICER OF SAID CORPORATION, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND THAT IT WAS AFFIXED TO SAID INSTRUMENT BY DUE AND REGULAR CORPORATE AUTHORITY, AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS 21<sup>ST</sup> DAY OF MAY, 1999.  
MY COMMISSION EXPIRES: 6/24/03  
NOTARY PUBLIC  
PRINTED NAME: Robert Anne Macdon

## AREA TABULATION

FOR THE USE OF NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT			
TRACT DESIGNATION	ACREAGE	LAND USE CLASSIFICATION	GROSS ACREAGE
WK5-A	14.00 ACRES	00Z	15.24 ACRES
WK5-B	3.00 ACRES	00Z	3.26 ACRES
WK5-C	1.50 ACRES	EXZ	0.00 ACRES

NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT LAND USE CLASSIFICATION CODE "EXZ" DENOTES EXEMPT ACREAGE AND "00Z" DENOTES COMMERCIAL ACREAGE.

## ACCEPTANCE OF DEDICATIONS AND RESERVATIONS

STATE OF FLORIDA  
COUNTY OF PALM BEACH

ABACOA PROPERTY OWNERS' ASSEMBLY, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, HEREBY CONSENTS TO THE DEDICATION OF THE BUFFER TRACT AND ACKNOWLEDGES THE DEDICATIONS AND RESERVATIONS AS STATED AND SHOWN HEREON.

THIS 21<sup>ST</sup> DAY OF MAY, 1999.

WITNESSED BY: Robert Anne Macdon  
PRINTED NAME: Robert Anne Macdon  
TITLE: PRESIDENT

## ACKNOWLEDGMENT

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME PERSONALLY APPEARED ALANER SALOUR, WHO IS PERSONALLY KNOWN TO ME, AND WHO EXECUTED THE FOREGOING INSTRUMENT AS PRESIDENT OF ABACOA PROPERTY OWNERS' ASSEMBLY, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, AND SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT HE EXECUTED SAID INSTRUMENT AS SUCH OFFICER OF SAID CORPORATION, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND THAT IT WAS AFFIXED TO SAID INSTRUMENT BY DUE AND REGULAR CORPORATE AUTHORITY, AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS 21<sup>ST</sup> DAY OF MAY, 1999.

MY COMMISSION EXPIRES: 6/24/03  
NOTARY PUBLIC  
PRINTED NAME: Robert Anne Macdon

## TITLE CERTIFICATION

STATE OF FLORIDA  
COUNTY OF PALM BEACH

I, ALANER DANIELS, A DULY LICENSED ATTORNEY IN THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE HEREON DESCRIBED PROPERTY, THAT I FIND THE TITLE TO THE PROPERTY IS VESTED TO THE ABACOA DEVELOPMENT COMPANY, A DELAWARE CORPORATION, THAT THE CURRENT TAXES HAVE BEEN PAID; THAT THERE ARE NO MORTGAGES OF RECORD; AND THAT THERE ARE ENCUMBRANCES OF RECORD, BUT THOSE ENCUMBRANCES DO NOT PROHIBIT THE CREATION OF THE SUBDIVISION DEPICTED BY THIS PLAT.

DATE: 5/21/99

BY: Allyns Hader Daniels  
ALYNS HADER DANIELS, ATTORNEY AT LAW  
FOR THE FIRM: GARY, DYRTCH & RYAN  
LICENSED IN FLORIDA  
LICENSE NO. 304620

## NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT ACCEPTANCE

THE NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT HEREBY ACKNOWLEDGES THAT THERE ARE NO DEDICATIONS TO, NOR ANY MAINTENANCE OBLIGATIONS BEING INCURRED BY SAID DISTRICT ON THIS PLAT.

IN WITNESS WHEREOF, NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT HAS CAUSED THESE PRESENTS TO BE SIGNED BY PETER L. PIMENTEL, ITS PRESIDENT, AND PETER L. PIMENTEL, ITS SECRETARY, AND ITS SEAL TO AFFIX HERETO BY AND WITH THE AUTHORITY OF ITS BOARD OF SUPERVISORS, THIS 21<sup>ST</sup> DAY OF MAY, 1999.

NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT  
ATTEST: Peter L. Pimentel  
PETER L. PIMENTEL, SECRETARY  
BOARD OF SUPERVISORS  
BY: Robert D. Norris  
ROBERT D. NORRIS, PRESIDENT  
BOARD OF SUPERVISORS

7

COUNTY OF PALM BEACH  
STATE OF FLORIDA  
PLAT BOOK 78, PAGES 145 THROUGH 163  
PLAT NO. 1  
TOWNSHIP 41 SOUTH, RANGE 42 EAST  
TOWN OF JUPITER  
JAMES E. PARK, P.S.M.  
JUN 25 1999

## SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS (P.R.M.'S) AND MONUMENTS ACCORDING TO SEC. 177.08(1)(b), F.S., HAVE BEEN PLACED AS REQUIRED BY LAW; AND, FURTHER, THAT THE SURVEY DATA COMPLETES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED AND THE ORDINANCES OF THE TOWN OF JUPITER, FLORIDA.

James E. Park  
JAMES E. PARK, P.S.M.  
LICENSE NO. 3015  
STATE OF FLORIDA

## NOTES

1. ALL BEARINGS SHOWN HEREON ARE RELATIVE TO ABACOA PLAT NO. 1 AS RECORDED IN PLAT BOOK 78, PAGES 145 THROUGH 163, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, THE WEST LINE OF TRACT RW78 HAVING A BEARING OF N07°24'26"E.
2. CONSTRUCTION AND THE PLANTING OF TREES AND SHRUBS ON UTILITY EASEMENTS SHALL REQUIRE PRIOR APPROVAL OF ALL UTILITIES OCCUPYING SAME EXCEPT CONSTRUCTION AND PLANTING BY GOVERNMENTAL ENTITIES.
3. THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREON AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

- ⊙ - DENOTES PERMANENT REFERENCE MONUMENT (P.R.M. NO. 3015, FOUND)
- U.E. - DENOTES UTILITY EASEMENT
- D.E. - DENOTES DRAINAGE EASEMENT
- O.R. BOOK - DENOTES OFFICIAL RECORDS BOOK, PALM BEACH COUNTY
- \* - DENOTES PER PLAT OF "ABACOA PLAT NO. 1" (PLAT BOOK 78, PAGES 145-163)

## PLAT APPROVAL

THIS PLAT WAS REVIEWED IN ACCORDANCE WITH CHAPTER 177.081 FLORIDA STATUTES TO DETERMINE CONFORMANCE WITH THE REQUIREMENTS OF THE CHAPTER 177 FLORIDA STATUTES, AND THE ORDINANCES OF THE TOWN OF JUPITER, WHILE RANDOM CHECKS OF GEOMETRIC DATA WERE PERFORMED, NO REPRESENTATION OF THE FULL VERIFICATION OF ALL DATA SHOWN HEREON HAS BEEN MADE.

REVIEWED BY: David C. Lessor  
DAVID C. LESSOR, P.S.M.  
FLORIDA LICENSE NO. 3613

DATE: MAY 24, 1999

## TOWN OF JUPITER ACCEPTANCE

STATE OF FLORIDA  
COUNTY OF PALM BEACH

"ABACOA - REPLAT OF TRACT WK5" IS HEREBY APPROVED FOR RECORD.

THIS 21<sup>ST</sup> DAY OF MAY, 1999.

BY: Karen Golona  
KAREN GOLONA, MAYOR  
BY: Dore P. Koennike, P.E.  
DOUG P. KOENNIKE, P.E.  
TOWN ENGINEER

ATTEST: Carol Thompson  
CAROL THOMPSON, DEPUTY TOWN CLERK

SEAL OF TOWN OF JUPITER

for: Carol Thompson  
CAROL THOMPSON, DEPUTY TOWN CLERK



Prepared By ~~and Returned To:~~  
Clinton R. Yerkes  
Loxahatchee River Environmental  
Control District  
2500 Jupiter Park Drive  
Jupiter, Florida 33458-8964

FEB-05-1998 3:22pm 98-042104  
ORB 10217 Pg 9  
Con 1.00 Dec .70

THIS EASEMENT, made this 21<sup>st</sup> day of January, 19 98, between John D. and Catherine T. MacArthur Foundation, an Illinois not for profit corporation, hereinafter called the "Grantor", and the LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, an Agency of the State of Florida, created by a Special Act of the Legislature, Chapter 71-822 as amended, of 2500 Jupiter Park Drive, Jupiter, Florida 33458-8964, its successors and assigns, herein called the "Grantee".

That the Grantor, and all other persons claiming by, through or under Grantor, or either of them, their predecessors in title, or their heirs, assigns or legal representatives by virtue of any deeds of conveyances to the land described herein, for and in consideration of the sum of TEN DOLLARS (\$10.00), to it in hand paid by the said Grantee, together with all other covenants made by the Grantee and contained herein, has granted, bargained and sold to the Grantee, its successors and assigns, a permanent Easement, on the parcel of property described in Exhibit "A" attached hereto and made a part hereof for all purposes connected with the use, ingress, egress, construction, repair, replacement, installation, improvement, and maintenance of sewer facilities and facilities for the transport of reuse (I.Q.) water, or sewerage, including but not limited to transmission mains, force mains, manholes, lift stations, collection lines, pipes, pumps, connections, ditches, meters and all other related appurtenances having the capacity for use in connection with the collection or transmission of wastewater of any nature or originating from any source whether on or off the property of Grantor. Grantee shall maintain and repair Grantee's facilities as there shall be occasion from time to time hereafter, and Grantee shall restore the grass, sod, or pavement of Grantor (but not Improvements as set forth below) to the similar condition that was existent thereon prior to any entry or entries by Grantee pursuant to this Easement Deed.

"Improvements" shall mean anything other than grass, sod or asphalt pavement, including but not limited to any type of structure, wall, landscape berm, building, surfacing, landscaping (except grass or sod) and the like.

Grantor shall not make any Improvements to the property described herein without the prior written consent of Grantee which Grantee may withhold in its sole discretion. In the event an Improvement needs to be removed in the opinion of Grantee, or is removed or damaged by or on behalf of Grantee, in connection with Grantee's use of the Easement. Grantee shall not be liable for any such removal or damage of the Improvement. Any and all Improvements are at the sole risk and expense of Grantor. Any expense of Grantee caused by the existence of an Improvement shall be the responsibility of Grantor.



ORB 10217 Pg 10

This Easement and the agreements contained herein are binding upon Grantor, its heirs, administrators, personal representatives, successors and/or assigns.

Grantor is seized in fee simple and in possession of lands described herein and does fully warrant title to said property and will defend the same against any lawful claims of all persons ~~whomsoever~~ claiming by, through or under grantor.

IN WITNESS WHEREOF, the undersigned have executed this instrument the date and year first above written:

Signed, sealed and delivered  
in the presence of:

Virginia L. Deighan  
Witness Signature

Virginia L. Deighan  
Printed Name

Wanda J. Doby  
Witness Signature

Wanda J. Doby  
Printed Name

GRANTOR:

John D. and Catherine T. MacArthur Foundation,  
an Illinois not for profit corporation

By: Lawrence L. Landry  
Vice President



STATE OF Florida  
COUNTY OF Palm Beach

I hereby certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Lawrence L. Landry as VP/CFO Pres. \* known to me to be the person(s) described in and who executed the foregoing instrument, who acknowledged before me that he/she executed the same, that the above named person is personally known to me or who produced \_\_\_\_\_ as identification.

Witness my hand and official seal in the County and State last aforesaid this 21st day of January, A.D. 1998.

\*of the John D. and Catherine T. MacArthur Foundation, an Illinois not for profit corp.  
[SEAL]

Virginia L. Deighan  
NOTARY SIGNATURE

VIRGINIA L. DEIGHAN  
PRINTED NOTARY SIGNATURE



VIRGINIA L. DEIGHAN  
MY COMMISSION # CC357849 EXPIRES  
April 8, 1998  
BONDED TRU TROY FAIR INSURANCE, INC.

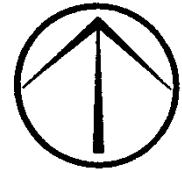
x:\dev\Garcia\canonized.doc (10/14/96)

ORB 10217 Pg 11

301 S. CONGRESS AVE. **WILLIAMS, HATFIELD AND STONER, INC.**  
ENGINEERS • PLANNERS • SURVEYORS BOYNTON BEACH, FLORIDA

**SKETCH AND DESCRIPTION**

LIFT STATION #254 EASEMENT  
0.04 ACRE - 1600 SQUARE FEET



SCALE: 1"=100'

TRACT WK6

TRACT R50

POINT OF COMMENCEMENT

S01°24'26"W  
183.75'

POINT OF BEGINNING

N88°35'34"W  
10.00'

S88°35'34"E  
40.00'

N01°24'26"E  
40.00'

N88°35'34"W  
40.00'

TRACT RN7B

S01°24'26"W  
40.00'

TRACT WK5

10' UTILITY EASEMENT

TRACT LINE

**NOTE:**

THE BEARINGS SHOWN HEREON ARE BASED UPON THE WEST LINE OF TRACT RN7B OF THE PLAT OF "ABACOA PLAT NO. 1" AS RECORDED IN PLAT BOOK 78, PAGES 145-163 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING N01°24'26"E.

VISIONS

DATE

BY

**THIS IS NOT A SURVEY**

SHEET 10 OF 18

DESIGNED PER M.P.B.C.W.I.D.

3/19/97

JLB

DATE 2/17/97

DRAWN BY

JLB

CHECKED BY

JEP

FIELD BOOK

4068\S-AND-D\LIFT-STA.DWG

SKETCH  
NO. 4068-99

ORB 10217 Pg 12  
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

### LIFT STATION #254 EASEMENT

A parcel of land in "Tract WK5" of ABACOA PLAT NO. 1 as recorded in Plat book 78, Pages 145 through 163 inclusive, of the Public Records of Palm Beach County, Florida being more particularly described as follows:

COMMENCE at the Southeast corner of "Tract R50" of said plat;

THENCE S 01° 24' 26" W along the West line of said "Tract RN7B" a distance of 183.75 feet;

THENCE N 88° 35' 34" W a distance of 10.00 feet to the POINT OF BEGINNING;

THENCE S 01° 24' 26" W a distance of 40.00 feet;

THENCE N 88° 35' 34" W a distance of 40.00 feet;

THENCE N 01° 24' 26" E a distance of 40.00 feet;

THENCE S 88° 35' 34" E a distance of 40.00 feet to the POINT OF BEGINNING;

Said land lying within the Town of Jupiter, Palm Beach County, Florida containing 0.04 acres more or less.



# 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:** DECEMBER 7, 2023  
**SUBJECT:** EXECUTIVE DIRECTOR'S ANNUAL REVIEW

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

The following pages contain my self-assessment relative to the goals established by Chairman Dr. Rockoff in January. I look forward to the Board's constructive feedback on my performance. Any positive assessment of my performance directly reflects the dedicated efforts of the entire District team. Collaborating with our intelligent, passionate, and motivated employees is among the most rewarding aspects of my position. As a reminder, the Board-approved budget included 3.0% to be disbursed to employees exhibiting meritorious performance during their annual performance review.

Dr. Rostock will discuss his assessment of my performance at your meeting.

In January I look forward to working with the Board Chairman to establish my 2024 Goals.

This draft motion is offered for your consideration:

**“THAT THE DISTRICT GOVERNING BOARD receive the review of Dr. Albrey Arrington, Executive Director, and adjust his salary as follows: effective December 23, 2023, a \_\_\_\_\_ increase in base salary and a net \$ \_\_\_\_\_ bonus.”**

Dr. Matthew Rostock  
CHAIRMAN

Kevin L. Baker  
BOARD MEMBER

Gordon M. Boggie  
BOARD MEMBER

Stephen B. Rockoff  
BOARD MEMBER

Clinton R. Yerkes  
BOARD MEMBER

## 2023 – Performance Assessment Categories for Dr. Arrington

**Organizational Leadership.** Does the Executive Director provide strong, visionary leadership to the organization? How well does the Executive Director motivate and energize the organization in pursuit of our mission? Does Executive Director build and model the desired organizational culture and core values?

The District is solidly moving in a positive direction. The staff represent a high quality group of individuals that work collaboratively as an efficient team.

**Effective relationship with Board.** How well does Executive Director communicate and interact with the LRD Governing Board? Is the relationship characterized by transparency, candor, open & effective communication? Is the Governing Board kept informed, in a clear and timely manner, regarding all relevant aspects of the District?

I work diligently to maintain a healthy and collaborative relationship with the Board and ensure the Board is comprehensively engaged on all matters of substance.

**Strategic Plan.** Are prioritized elements from the Strategic Plan being implemented? Is the organization aligned to the Mission, Vision, and Core Values?

Throughout the organization, we are focused on achieving our strategic initiatives.

**People management.** Does the Executive Director recruit and maintain qualified, effective, and productive staff? Are the right people in the right jobs, especially in management positions? Are staff turnover and succession managed effectively?

Throughout the organization, we have strong, capable, engaged team members that do a nice job modeling our core values, i.e., we work with a spirit of service to our community and the environment.

**Operating metrics.** Are metrics on the Executive Dashboard (e.g., revenues, expenses, safety, environmental education, customer satisfaction) indicative of a well-run organization?

The Executive Dashboard is a powerful tool that is reviewed each month, and which shows solid performance across nearly all metrics.

**Governance.** Does the Executive Director implement procedures to ensure Governing Board actions and policies are effectively administered? Are District Rules and policies reviewed periodically?

Our enabling act, rules, policies, and procedures are more effectively documented and easily accessed than ever, which facilitates their systematic adherence across all relevant staff.

**Financial performance.** Did the organization achieve a clean audit, which is the product of establishing and implementing effective financial procedures and internal controls? Did the Executive Director produce a timely and quality Rate Study and Budget? Was a budget amendment necessary?

For the fifth consecutive year, our FY2022 Annual Comprehensive Financial Report was awarded the Certificate of Achievement for Excellence in Financial Reporting by the Government Finance Officers Association! 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.

**Effective decision making.** Does the Executive Director make recommendations and decisions that show sound judgment, clear thinking, and are designed to ensure effective use of organizational resources.

The overwhelming majority of staff recommendations are generally acted upon in a positive light by the Governing Board. This is because I work diligently to engage and understand the Board Member's individual perspectives on all matters of strategic and material importance, and I draft solutions or actions that maximize collaborative, constructive consent.

**Compliance with legal and regulatory standards.** Did the organization operate in compliance with relevant laws and governmental regulations? Did Executive Director respond appropriately to regulatory agency comments and recommendations.

We are on a current streak of 31 months without any permit violations or exceedances.

**Litigation.** Did the organization experience any costly, avoidable litigation?

No. This simple answer represents significant cost avoidance.

**Relationships with external constituencies.** How well does the Executive Director engage with sister agencies, regulatory agencies, state and federal policy makers, and other stakeholders? Is the organization respected within the community?

I work diligently to grow and maintain positive, collaborative relationships with all relevant agencies, e.g., BLM, SFWMD, DEP, PBC ERM, PBC Parks, SWA, and sister utilities. Also, I have been elected by my peers to serve as the Chair of the Loxahatchee River Management Coordinating Council (I'm currently serving my third consecutive term in this role.)



**Albrey's 2023 Specific Goals** (specific, measurable, achievable, and time-bound)

1. By 2/28/23 publish a peer-reviewed manuscript characterizing nutrient concentrations in and loading derived from landscape irrigation with LRD's reclaimed water.
  - ✓ **Complete:** Arrington, D.A., R.J. Harris, C.A. Layman, and D.G.E. Gomes. 2023. Leveraging Green Infrastructure for Efficient Treatment of Reclaimed Water. *Science of the Total Environment* 872: 162232. see <https://doi.org/10.1016/j.scitotenv.2023.162232>
  - ✓ **Also**, an FAU Honors student (Owen Silvera), prior LRD senior scientist (Rachel Harris) and I published a paper assessing the impacts of glyphosate (active ingredient in roundup) on seagrasses. This paper was just accepted for publication on Dec. 2, 2023 and should be published before the end of the year. Silvera, O., R.J. Harris, and **D.A. Arrington**. In press. Measuring herbicide (73.3% glyphosate) exposure response in *Halophila ovalis* (previously *johnsonii*) and *Halodule wrightii* seagrass. *Marine Pollution Bulletin*.
2. By 5/15/23 develop plan to conduct environmental education programming at Jupiter Inlet Lighthouse Outstanding Natural Area without the benefit of the full-scale planned site improvements.
  - ✓ **Complete:** River Center staff have done a nice job developing and implementing several engaging environmental education programs at the Outstanding Natural Area (i.e., BLM). Those programs include: Science with Sam, mangrove planting collaboration, kayak tours, water quality assessment with students, nature hikes for adults and kids, fishing adventures, and we participate in programming hosted by onsite partners (BLM, Historical Society).
  - ✓ **Also**, the BLM is working to use existing BLM funding to replace the roof on Units H and I (LRD houses), and BLM has submitted an internal funding request to fully implement LRD's design for Unit I (the northern most house). LRD staff are working on a scaled-back renovation to Unit H that will be much less costly and will allow our productive use of the house.
3. By 6/30/23 obtain LRPI funding from state legislature.
  - ✓ **Complete:** \$100,000 in LRPI grant funding was obtained for environmental education and passive outdoor recreation improvements at our 20 acres.
4. By 6/30/23 complete engineering design of new Loxahatchee River subaqueous force main.
  - ✓ **Complete:** Engineering design is complete. We are in permitting and are working through some coordination issues with the state regarding an easement we have from the Town of Jupiter.
5. By 7/9/2023 submit to DEP a renewal application for our wastewater treatment facility permit.
  - ✓ **Complete:** On July 13 we submitted our complete permit application, including an updated Capacity Analysis Report, Operation and Maintenance Performance Report, and all required forms. In August we received a request for additional information, and we responded on November 3rd. On December 1st we received our draft permit, which we are currently reviewing. We anticipate receiving our new operating permit no later than December 31, ahead of the expiration date of our current permit which is January 19, 2024.

6. By 9/21/23 complete significant rehabilitation of IT network infrastructure to improve security.
  - ✓ **Complete:** We have replaced all network switches in our corporate offices and in the wastewater treatment plant.
7. By 9/21/23 conduct strategic planning exercise for LRD's environmental education efforts.
  - ✓ **Complete:** On October 19, 2023 the Governing Board approved the 2023 Environmental Education Strategic Plan. I am proud of this document, the work that it represents, and the direction it has provided.
8. By 11/30/23 maintain 12 month rolling average of Total Recordable Incident Rate < 1.5.
  - ✓ **Complete:** We have now gone 24 months without an OSHA recordable incident! This is a notable accomplishment. Our Total Recordable Incident Rate has been zero for 19 months.
9. Oversee BWS exit from 2500 Jupiter Park Drive by 9/21/23 and subsequently oversee restoration of the premises as agreed upon.
  - ✓ **Ongoing:** BWS has successfully relocated to their new property on Rock Pines Rd., and they are actively working on restoration of the premises.
10. By 12/21/23 line 100 gravity sewer services.
  - ✓ **Ongoing:** For the calendar year through Nov. 30, we have lined 364 gravity sewer services.
11. By 12/21/23 line 30,000-feet of gravity sewer mains.
  - ✓ **Ongoing:** For the calendar year through November 30, 2023 we have lined 68,689 linear feet of gravity sewer mains.
12. Complete arc flash study by 12/21/23 and expeditiously implement recommendations.
  - ✓ **Ongoing:** We are conducting quality assurance and quality control on the final draft arc flash study for collections and the plant, and associated recommendations are being implemented (i.e., signage, various engineering solutions). All applicable employees have been provided arc flash training and PPE and have been adequately trained to use and maintain the PPE. We are currently engaged with a consultant to assess arc flash risks in our IQ Water system and are actively collecting needed data.
13. By 12/21/23 diligently advocate for Loxahatchee River Watershed Restoration implementation pursuant to the SFWMD/USACOE Integrated Delivery Schedule and delivery of supplemental flows to avoid violations of the minimum flow target.
  - ✓ **Ongoing:** This project is on track and is moving through the federal process as desired. Last month Bud reviewed the updated [Integrated Delivery Schedule](#), which clearly has the Loxahatchee River project scheduled as desired.
14. By 6/30/23 successfully transition to our new customer information and billing system.
  - ✓ **Delayed:** After roughly 12-months of delays with the implementation of our new Customer Information and Billing System, the new system went live on Wednesday, December 6. We are excited to finally work in the new system and realize the benefits of the more fully integrated

system to improve our management of sewer charges, water consumption for commercial customers, connection charges, assessments, estoppels, and others. While we have transitioned and are working in the new system, it will take time to fully implement various elements. One of the largest identified hurdles will be onboarding >9,000 autopay customers into the new system.

15. By 7/20/23 present site plan for 2500 Jupiter Park Drive to the Governing Board.

- ✓ **Delayed:** We received a draft site plan and had multiple iterations of comments with the engineer. We are awaiting a final draft site plan, which will be presented to the Board in February 2024. Once Board comments are addressed, we will seek Board approval of the final site plan.

16. By 9/21/23 complete a technical assessment and provide recommendation to Governing Board regarding conversion from gaseous chlorine to liquid sodium hypochlorite as our primary disinfectant for reclaimed water.

- ✓ **Delayed:** Staff and Hazen (via subcontract from Holtz Consulting Engineers) have been honing the draft report since June 29. The final report is anticipated by December 31.

17. By 12/21/23 present findings from before/after monitoring of water quality in Jones Creek relative to the Town's scheduled vegetation trimming to assess improvements to water quality.

- ✓ **Delayed:** The Town of Jupiter's vegetation trimming project in Jones Creek began in late October and is scheduled for final completion in March 2024. While the initial progress has been slow, Town Staff and Residents report encouraging results, i.e., the area is now getting sunlight to the water and the water has improved anecdotally in terms of color and odor. The WildPine Lab and Town of Jupiter Staff increased the water quality sampling frequency to monthly for before, during, and after the trimming work, and we will carefully monitor the results as they come in. Prior to the trimming work the District's drone contractor captured high resolution aerial photography that we will use to quantify the aerial extent of changes to sunlight exposure on the water.

18. By 12/21/23 achieve startup of new lift station telemetry panels at 55 lift stations.

- ✓ **Ongoing:** Telemetry installations are proceeding with site installations complete at 42 of 110 sites. The contractor and staff, as of this week, appear to have worked through unanticipated compatibility issues and identified a solution. We are evaluating the solution. If acceptable we will proceed with startup procedures at completed stations. The project is 32 days behind schedule.

19. By 12/21/23, as Chair of LRMCC, oversee publication of draft Loxahatchee River Management Plan.

- ✓ **Delayed:** For reasons beyond my control, this deadline has not been met. SFWMD staff are managing the day-to-day work drafting the Management Plan, and progress has been much slower than anticipated. Nonetheless, we should have a final draft in January.



## 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 Preliminary Assessment – November 2023 Final Assessment – December 2023	N/A	2023
	18030 69 <sup>th</sup> Terrace	1	Request for Sewer Services		
	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 Under Construction	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	SE Castle Rd	5	Notified Owners – Jan 2013-private road	2018	AEO
GG	SE Jupiter Rd	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) Under Construction	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.**  
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**LEGAL ASSISTANTS**  
**REAL ESTATE**  
JANA COOKE  
CAROLINA INMAN  
DENISE B. PAOLUCCI

November 28, 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**

**December 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 November 30, 2023.

#### **Lift Station Control Panels & RTU Upgrades**

- Final PDR submitted to the District on October 18, 2023.
- Preparation of the 90% Submittal scheduled for submittal on December 5, 2023.

#### **Irrigation Quality 518 (IQ-518) Electrical and I&C Assessment**

- Submitted proposal for survey services from Dennis J. Levy & Associates to LRECD on November 1, 2023.
- Submitted Change Order 1 to include survey services from Dennis J. Levy & Associates to LRECD on November 6, 2023.
- LRECD approved Change Order 1 on November 8, 2023 for the additional survey services and an extension of the project schedule by 150 days to complete the survey and to update the electrical recommendations based on the survey.

#### **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.
  - B&W Submitted DEP Forms to FDEP on November 14, 2023. FDEP has confirmed receipt and is reviewing.
  - The Contractor has requested that final payment be made in full.

#### **Irrigation Quality 511 (IQ-511) Pump Station Electrical and I&C Assessment**

- Field meeting conducted at 9 AM on November 2, 2023 to discuss project scope.
- Proposal submitted to LRECD on November 17, 2023.

#### **Anaerobic Selector Zone Pilot Test**

- B&W provided a proposal to LRECD to perform an anaerobic selector zone pilot testing and process aeration system energy efficiency evaluation at the wastewater treatment facility on November 21, 2023.
- LRECD provided comments to B&W on the proposal on November 22, 2023.
- B&W provided a revised proposal to LRECD on November 27, 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  
December 4, 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.
- Meeting conducted to review comments.
- Sample revised site plans submitted to LRD for review of label/color schemes.
- Report revisions underway.



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

**MEMORANDUM**

**To:** Kris Dean, PE, Deputy Director/Director of Engineering, Loxahatchee River Environmental Control District  
**From:** Christine Miranda, PE, Holtz Consulting Engineers, Inc.  
**Date:** December 7, 2023  
**Subject:** **Loxahatchee River Environmental Control District Monthly Status Report**

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The following is a summary of work performed by Holtz Consulting Engineers, Inc. (HCE) on Loxahatchee River District projects through December 7, 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**

- Hillers Electrical Engineering is currently working with the District to better understand certain standard operating scenarios to ensure the arc flash study and labeling are adequate.

**Schedule Update:** Upon receipt of the requested information from the District to complete the analysis above, the report will be finalized.

**Greenhouse Gas Strategies Evaluation**

- The final revised solar technical memorandum was submitted to the District on November 30, 2023. This project is now complete.

**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 43% of the total lift stations. The Contractor has made changes to the SCADA template per District comments. They have also made adjustments to the Xylem controllers which appears to have fixed the issue where setpoint data sent to the controllers were timing out and not completing. The Contractor is currently working to complete all new installations for sites that have permits with the plan to start working on cleanup and punch list items while they wait for the remaining permits to come in.

**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**

- On November 14, 2023, Hillers Electrical Engineering conducted a substantial completion inspection. HCE has issued a certificate of substantial completion for November 13, 2023 accompanied by the punch list generated by Hillers on November 14, 2023. The Contractor is currently working on completing all noted and requested items and has relayed to Hillers, HCE, and the District that they will be completed by December 15, 2023.
- **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 final revised bulk sodium hypochlorite study was submitted to the District on November 28, 2023. This project is now complete.





### **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.*



December 5, 2023

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

Ref. No.: C0089.40

Subject: Loxahatchee River Subaqueous Forcemain Replacement (PO No. 22-0911)

Dear Kris:

Below is our Monthly Update through November 2023.

- FDEP Permit
  - Responded to RAI, updated permit application documents.
  - Received second RAI requesting Submerged Lands Easement
    - Survey Subconsultant has completed the Sketch & Legals for the Jupiter Parcel Easement and the Submerged Land Easement.
    - Partially responded to second RAI and received SSL Determination as additional RAI.
    - District paid \$420 permitting fee with first RAI response. District also paid additional \$739.88 easement processing fee with second RAI response.
- USACE Permit
  - No additional information on 408 Permit review status. Still awaiting determination.
  - Emergency Action Plan submitted to the Department.

Upcoming Activities:

- Submit 100% Bid Document pending final permitting agency comments. SSL determination from FDEP is not expected to change drawings.
- Advertise project for Bids.

Sincerely,  
Mock, Roos & Associates, Inc.

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

GGG:jsj

Copies: John Cairnes, P.E.  
Spencer Schroeder, P.E.

Bush 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 12/7/23 by Lisa Wynne

# 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	N/A
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	N/A
3	Welcome Center and deck in front/back	2-Building	Remove & Restore	BWS to remove office furniture but leave building and decking. AA ok	N/A
4	Panther House	2-Building	Remove & Restore	Nighthouse block and hallways complete	90
5	Bear House	2-Building	Remove & Restore	Nighthouse block 90% complete	85
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		100
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	N/A
14	Shade Structure Overlooking Bears	3-Structure	BWS Request to Remain	AA ok	N/A
15	Shade Structure Overlooking Panthers	3-Structure	BWS Request to Remain	AA ok	N/A
16	Shade Structure Overlooking Ponds	3-Structure	BWS Request to Remain	AA ok	N/A
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	Some fencing and plastic wood removed	25
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	Currently under demo with possible completion at end of week	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	N/A
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; Chainlink and zoo mesh gone. Repairs needed	90
31	Hospital Boardwalk	5-Boardwalk	BWS Request to Remain	AA ok	N/A
32	Pineland Nature Trail	6-Improved Trail	BWS Request to Remain	AA ok	N/A
33	Walking Trail & railroad ties	6-Improved Trail	BWS Request to Remain	AA ok	N/A
34	Butterfly Garden on Pineland Nature Trail	7-Other	Remove & Restore	remove hose, sprinkler, bench, etc	0
35	BWS Dumpsters	7-Other	Remove & Restore	All but construction dumpster cancelled. Pick up soon.	N/A
36	Pineland Nature Trail Fire Pit	7-Other	BWS Request to Remain	AA ok	N/A
37	Random Parts, Supplies, and etc	7-Other	Remove & Restore		20
38	Splittail Fencing within BWS Areas	7-Other	Remove & Restore		35
39	Vehicles (including food truck)	7-Other	Remove & Restore	Removed	100
40	Picnic Area Pavillion	3-Structure	BWS Request to Remain	AA ok	N/A
41	Tiki Hut Area	3-Structure	Remove & Restore	Removed	100
42	Shade Structure overlooking Waterbirds	3-Structure	Remove & Restore		0
43	Small maintenance shed (by maint. Shop)	3-Structure	Remove & Restore		0
44	Large maintenance shed & concrete pad (by employee gate)	3-Structure	Remove & Restore		0
45	Skunk/Opossum enclosure	4-Animal Enclosure	Remove & Restore	Nighthouses, roof complete	35
46	Bobcat habitat/nighthouses	4-Animal Enclosure	Remove & Restore	Nighthouse roof, guillotine doors, side chainlink complete	25
47	Fox habitat/nighthouses	4-Animal Enclosure	Remove & Restore	Plastic wood, chainlink, doors removed	35
48	Songbird Rehab enclosure	4-Animal Enclosure	Remove & Restore	Removed	100
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	100
52b	Boards and pvc at old croc & gator habitat	4-Animal Enclosure	Remove & Restore		0
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	100
58	Picnic tables	7-Other	Remove & Restore	Removed	100
59	Benches	7-Other	Remove & Restore	Removed	100
60	Donation boxes	7-Other	Remove & Restore		80
61	Informational Kiosks & all signage	7-Other	Remove & Restore		100
62	Public garbage cans and recycling cans	7-Other	Remove & Restore	Removed	50
63	Wash tables	7-Other	Remove & Restore		0
64	Trail lighting	7-Other	BWS Request to Remain	AA ok	N/A
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	100
69	Old pavers near Panthers	7-Other	Remove & Restore		60
70	Electric serving removed facilities	8-Utilities	Remove & Restore	Some shut off	0
71	Potable water serving removed facilities	8-Utilities	Remove & Restore	Shut off	0
72	IQ water serving removed facilities	8-Utilities	Remove & Restore	Shut off	0
73	Pile of asphalt millings near Panthers	7-Other	LRD responsibility	LRD responsibility	N/A



# Director's Report

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





# LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

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

To: Governing Board  
From: Kara Fraraccio, Director of Finance and Administration  
Date: December 8, 2023  
Subject: Monthly Financial Report

## Cash and Investments Balance

Balance as of November 30, 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	\$ 2,520	\$ 1,109,920
Bank United	12 Months	11/22/23	4.59%	1,582,357	4,615	1,656,761
TD Bank	10 Months	12/01/23	5.00%	2,538,250	10,823	2,644,511
<b>Subtotal</b>				<b>\$ 5,181,184</b>	<b>\$ 17,958</b>	<b>\$ 5,411,192</b>
<b>Investment Accounts:</b>						
Florida Prime - SBA			5.64%		\$ 42,116	\$ 9,126,478
Florida FIT - Preferred Cash Pool			5.27%		28,727	6,660,197
Bank United - Public Funds Reserve			4.88%		8,417	2,102,755
<b>Subtotal</b>					<b>\$ 79,260</b>	<b>\$ 17,889,430</b>
<b>Checking Account:</b>						
Truist-Hybrid Business Account			1.95%		\$ 11,160	\$ 4,888,687
<b>Subtotal</b>					<b>\$ 11,160</b>	<b>\$ 4,888,687</b>
<b>Brokerage Accounts:</b>						
Vanguard GNMA ADM			4.84%	\$ 333,908	14,528	\$ 314,789
Vanguard Short-Term Treasury			1.05%	3,248,083	33,150	3,179,728
U.S. Treasuries - Due 01/04/24			5.47%	8,115,130	36,646	8,211,884
U.S. Treasuries - Due 03/28/24			5.53%	2,997,325	14,664	3,027,301
U.S. Treasuries - Due 06/30/24			5.47%	1,001,097	3,043	1,011,227
Charles Schwab Bank Sweep						1,764
<b>Subtotal</b>				<b>\$ 15,695,543</b>	<b>\$ 102,031</b>	<b>\$ 15,746,693</b>
<b>Total</b>					<b>\$ 210,409</b>	<b>\$ 43,936,002</b>

## Investment Policy Compliance

### **Performance Measurements**

Average weighted rate of return on investments is: 4.65%. As of 11/30/23, 3-month U.S. Treasuries were 5.25% and the 1-month Federal Fund Rate was 5.33%. The District's average weighted rate of return on investment of 4.65% 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

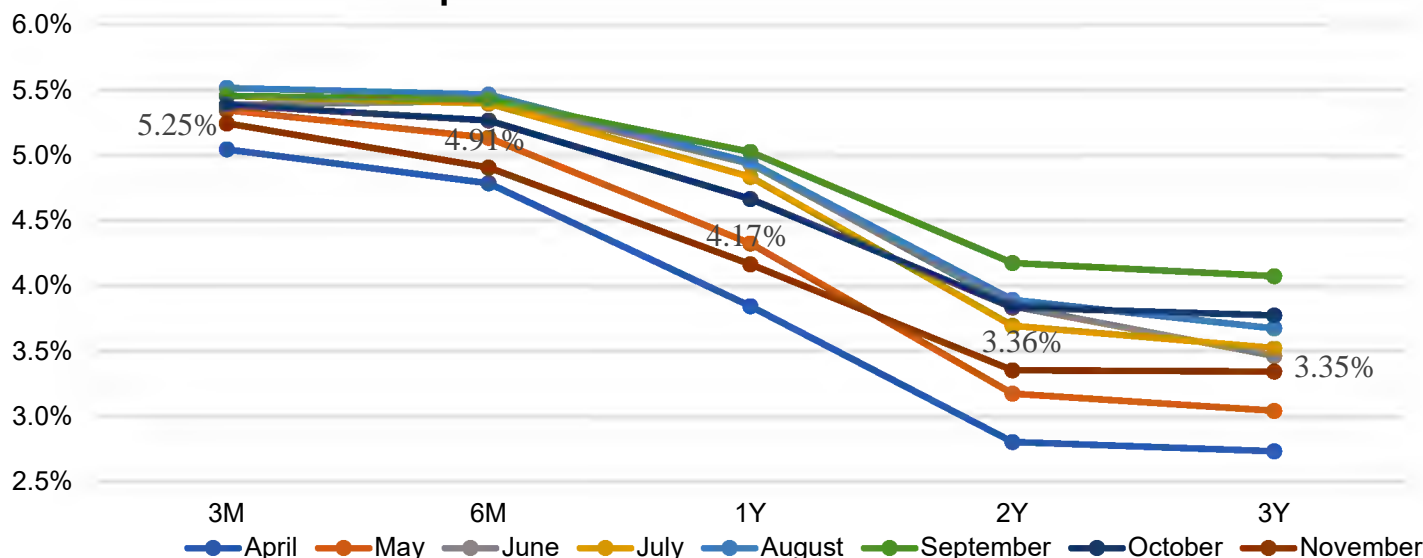
Stephen B. Rockoff  
BOARD MEMBER

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 December 5<sup>th</sup>, 3-Month treasury rate of 5.25% vs. the 2-Year rate of 4.57%). 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.

### Market Expectations for U.S. Federal Reserve Rate



\*Data as of November 30, 2023.

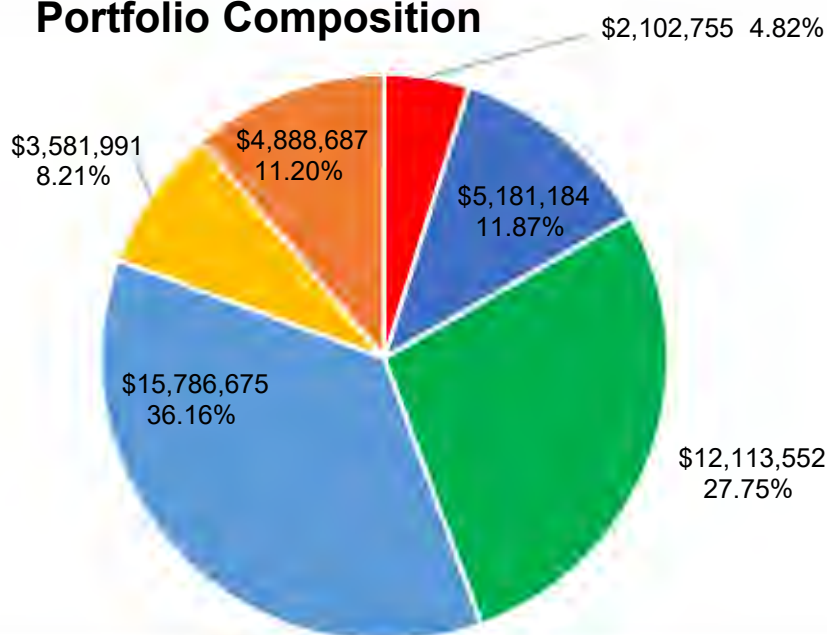
### Portfolio Composition

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.

### Portfolio Composition

#### Investment Type and Max Allowed

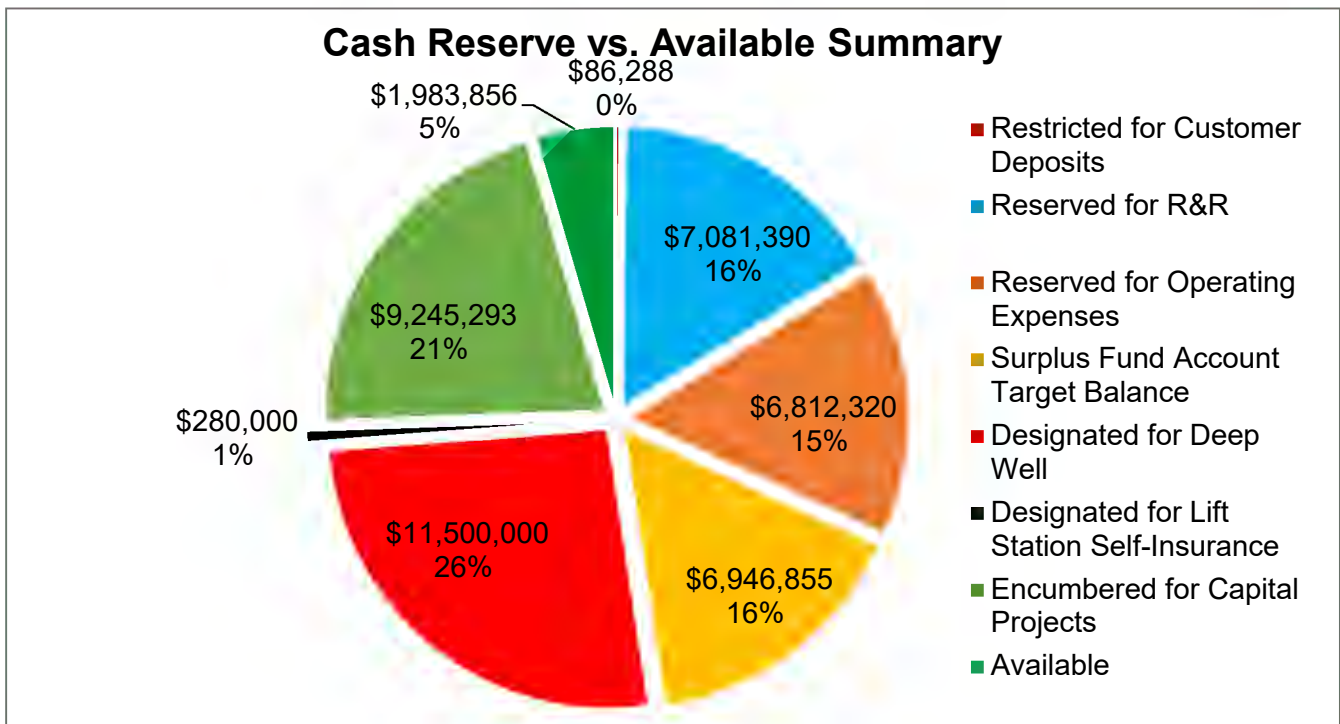
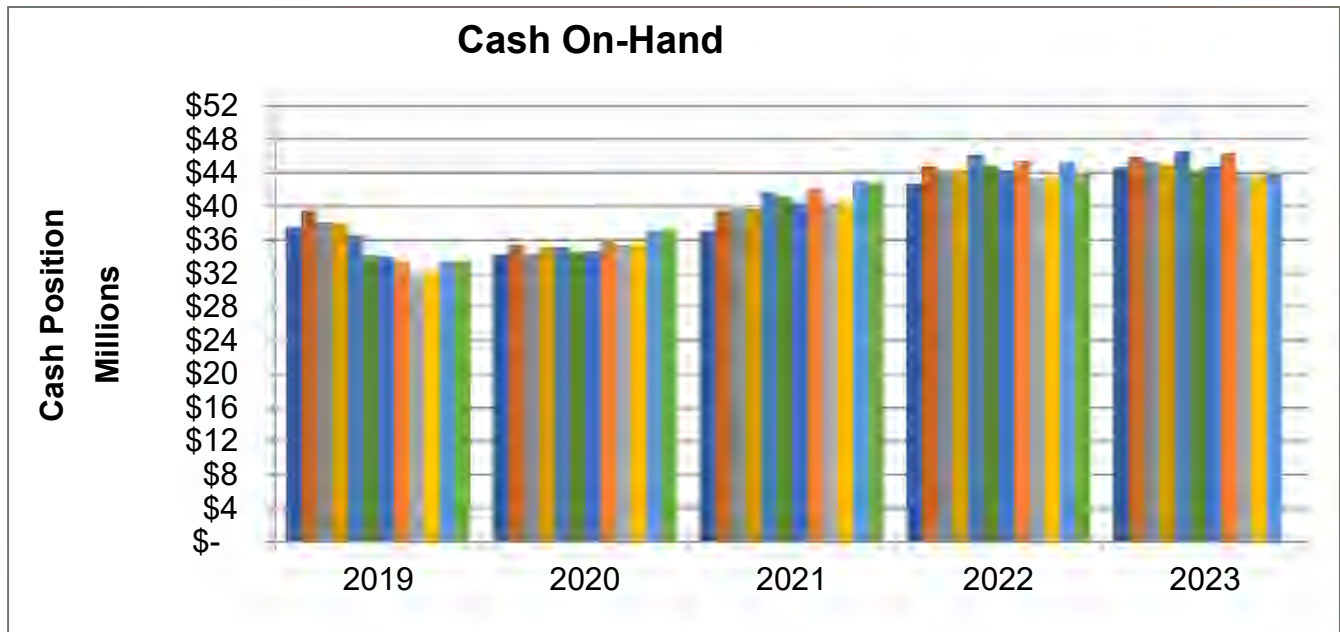
- QPD Money Market - 100%
- QPD Certificates of Deposit - 100%
- U.S. Treasury - 100%
- Local Government Investment Pool - 50%
- U.S. Agencies and Instrumentalities - 50%
- QPD Hybrid Checking Account - 100%





## Cash Position

Cash position for November 2022 was \$45,258,800. Current Cash position is down by \$1,322,798.



## Financial Information

- Legal fees billed in November were \$3,600. The fiscal year-to-date total is \$18,275.
- Estoppel fees collected in November totaled \$3,750. The fiscal year-to-date total is \$9,330.
- There was no septage billing in November.
- Developer's Agreement – There were no new Developer Agreements in November.
- I.Q. Water Agreements –New Haven and Town Center Phase I, are past due for November; Valencia and Greenwich are past due for October and November; Sonoma Isles is past due for June, July, August, September, October and November.

## Summary of Budget vs. Actual

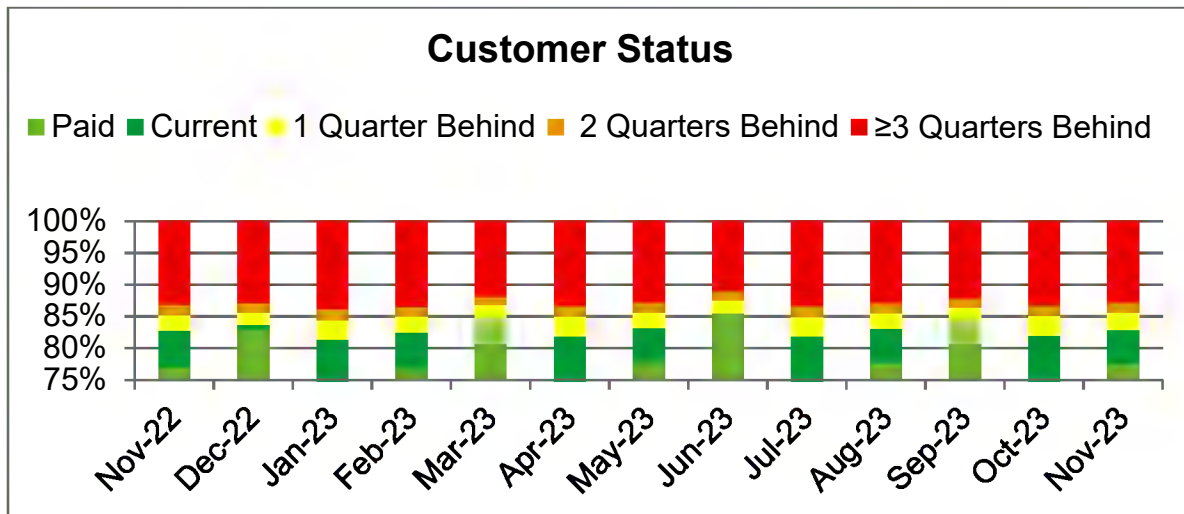
*Budget Benchmark*  
16.67%

	Nov-23 Actual	YTD Actual	FY 24 Budget	Favorable (Unfavorable)	Budget Expended	Nov-22 YTD
<b>Revenues</b>						
<b>Operating Revenues</b>						
Regional Sewer Service	\$ 1,556,381	\$ 3,113,147	\$18,528,000	\$ (15,414,853)	16.80%	\$2,922,699
Standby Sewer Service	9,902	19,804	79,000	(59,196)	25.07%	17,839
IQ Water Charges	202,304	403,200	2,417,000	(2,013,800)	16.68%	388,821
Admin. and Engineering Fees		1,263	80,000	(78,737)	1.58%	3,131
Other Revenue	33,827	87,886	511,285	(423,399)	17.19%	76,813
<b>Subtotal Operating Revenues</b>	1,802,414	3,625,300	21,615,285	(17,989,985)	16.77%	3,409,303
<b>Capital Revenues</b>						
Assessments	\$ 213,694	\$ 240,196	1,082,000	(841,804)	22.20%	379,727
Line Charges		9,857	450,000	(440,143)	2.19%	18,352
Plant Charges	22,005	46,159	700,000	(653,841)	6.59%	54,219
Capital Contributions			250,000	(250,000)	0.00%	
<b>Subtotal Capital Revenues</b>	235,699	296,212	2,482,000	(2,185,788)	11.93%	452,298
<b>Other Revenues</b>						
Grants			100,000	(100,000)		
Interest Income	330,800	481,554	1,847,400	(1,365,846)	26.07%	348,779
<b>Subtotal Other Revenues</b>	330,800	481,554	1,947,400	(1,465,846)	24.73%	348,779
<b>Total Revenues</b>	\$ 2,368,913	\$ 4,403,066	\$ 26,044,685	\$ (21,641,619)	16.91%	\$ 4,210,380
<b>Expenses</b>						
Salaries and Wages	\$ 559,369	\$ 825,845	\$7,863,800	\$ 7,037,955	10.50%	\$820,907
Payroll Taxes	39,156	58,056	559,200	501,144	10.38%	58,161
Retirement Contributions	83,620	124,085	1,204,100	1,080,015	10.31%	114,746
Employee Health Insurance	142,581	278,650	1,995,200	1,716,550	13.97%	250,077
Workers Compensation Insurance		64,135	75,800	11,665	84.61%	29,895
General Insurance		456,070	499,730	43,660	91.26%	226,396
Supplies and Expenses	63,574	258,684	1,243,362	984,678	20.81%	232,224
Utilities	122,408	229,307	1,860,071	1,630,764	12.33%	194,670
Chemicals	32,353	66,710	519,000	452,290	12.85%	74,316
Repairs and Maintenance	93,524	486,296	2,088,909	1,602,613	23.28%	336,103
Outside Services	174,611	314,655	2,302,800	1,988,145	13.66%	263,631
Contingency			225,000	225,000	0.00%	
<b>Subtotal Operating Expenses</b>	1,311,196	3,162,493	20,436,972	17,274,479	15.47%	2,601,126
<b>Capital</b>						
Capital Improvements	\$ 827,961	\$ 939,475	12,697,473	11,757,998	7.40%	492,014
<b>Subtotal Capital</b>	827,961	939,475	12,697,473	11,757,998	7.40%	492,014
<b>Total Expenses</b>	\$ 2,139,157	\$ 4,101,968	\$ 33,134,445	\$ 29,032,477	12.38%	\$ 3,093,140
<b>Excess Revenues</b>						
<b>Over (Under) Expenses</b>	\$ 229,756	\$ 301,098	\$ (7,089,760)	\$ 7,390,858		\$ 1,117,240

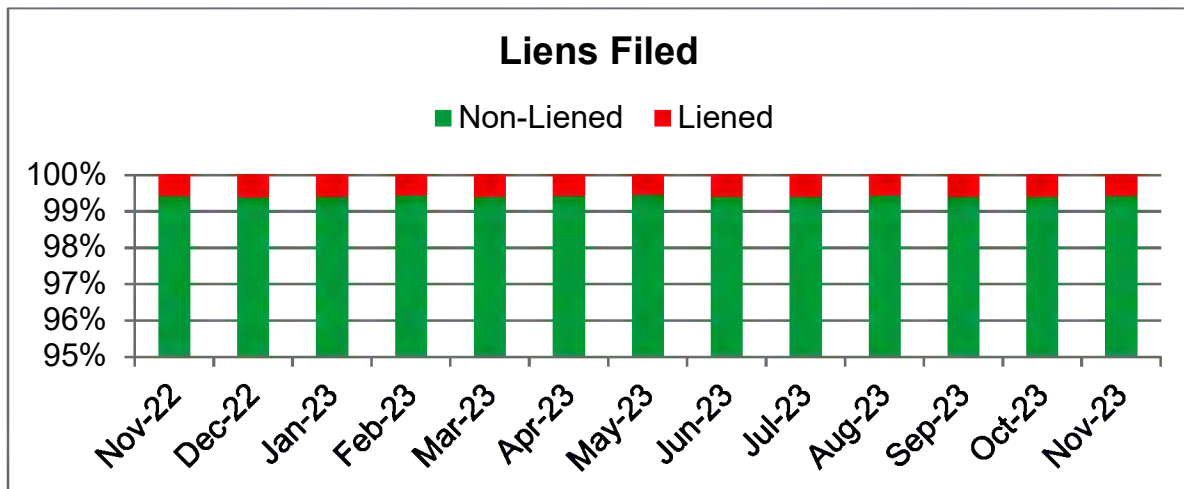
Total Capital expenses incurred and encumbered totalled \$9,810,174 or 77.3% of the capital budget. This includes funds encumbered in a prior fiscal year for projects that stretch across multiple fiscal years.

## Accounts Receivable

The District's fourth quarter billing was \$4,670,298, of this amount \$3,872,742 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 83.0% billing.



The District serves approximately 33,372 customers. Currently, the District has 200 liens filed which represent approximately 1% of our customers.



## Pending/Threatened Litigation

- No pending or threatened litigation.

## Retirement Plan Administrative Committee Update

On December 5, 2023, the Retirement Plan Administrative Committee met in the Governing Board room to discuss the Third Quarter Retirement Plan results. As of September 30, 2023, the Plan had 91 participants with participant assets totalling \$11,935,413. The majority of the Plan's balance continues to be in the Self-directed Brokerage accounts (51.8%); however, that percentage continues to decline with new contributions coming in and going to the funds in the Core Line-up. The Administrative Committee discussed the November market rally that has happened since the third quarter closed. Underperforming funds were noted, but based upon the available data, no funds were flagged for action. All funds in the core investment line up were deemed to meet fundamental credentials.



# LOXAHATCHEE RIVER DISTRICT

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D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

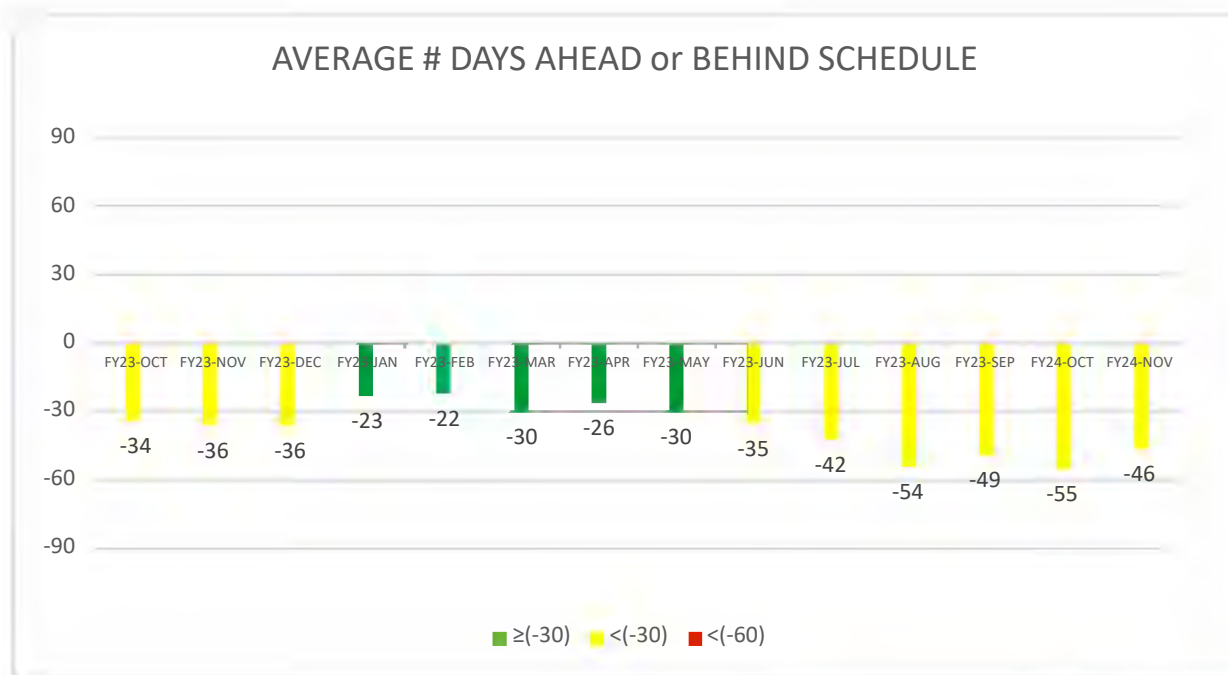
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## MEMORANDUM

TO: D. Albrey Arrington, Ph.D., Executive Director  
FROM: Kris Dean, P.E., Deputy Executive Director  
Courtney Jones, P.E., Director of Engineering  
DATE: December 06, 2023  
SUBJECT: Capital Program and Engineering Services Report

### Capital Projects

*Capital Schedule (FLOAT = -46 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

Dr. Matt H. Rostock  
CHAIRMAN

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BOARD MEMBER

**N20036 – IQ 511 Pump Station Piping Improvements** – Lingering 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 January.

**R23007 – Countyline Road IQ Main Relocation** – Permitting delays associated with property rights. Staff are working with the consultant and property owner 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.

**R23017 – IT/PT Network Replacement** – Project is 95% complete with network replacement pending for the River Center.

**R23019 – Lift Station 131 Rehabilitation** – The project is in service. Staff are working with Safety to understand a potential issue and resolution prior to closing out.

**R23021 – Lift Station 242 Rehabilitation** – Contractor requested to shift start date to late November 2023. Project construction has started.

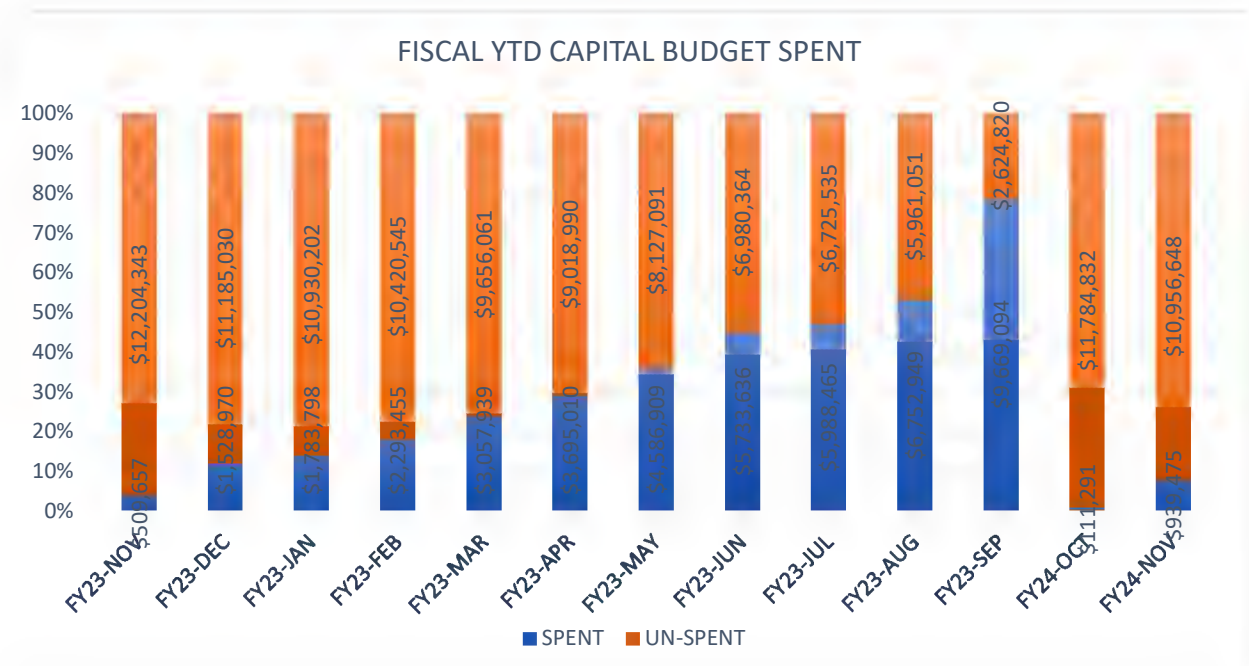
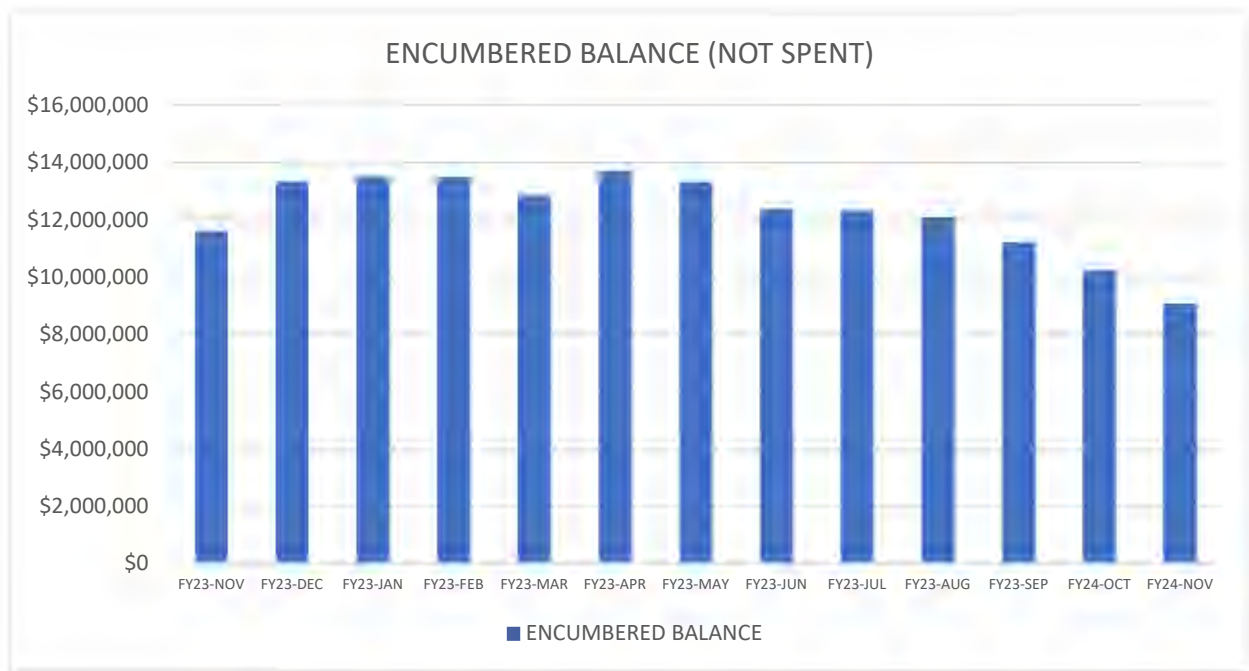
**R23009 - Arc Flash Study** – Staff are working through QA/QC prior to finalizing the study and applying labels.

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

Construction Delays:	40%
Supply Chain Issues:	11%
Design/Permit/Bid:	26%
Late Start:	4%
Planning Contracts:	19%

Construction delays have the largest impact to the negative float (40% from 5 projects total). Staff are working with consultants and contractors to close out punchlist items and implement recovery schedules.

## Capital Budget



We have updated September 2023 based on the latest billings through the end of the 2023 fiscal year. Capital spending for work completed through September 2023 is \$9,669,094, 79% of FY23 Capital budget.



## Project Updates

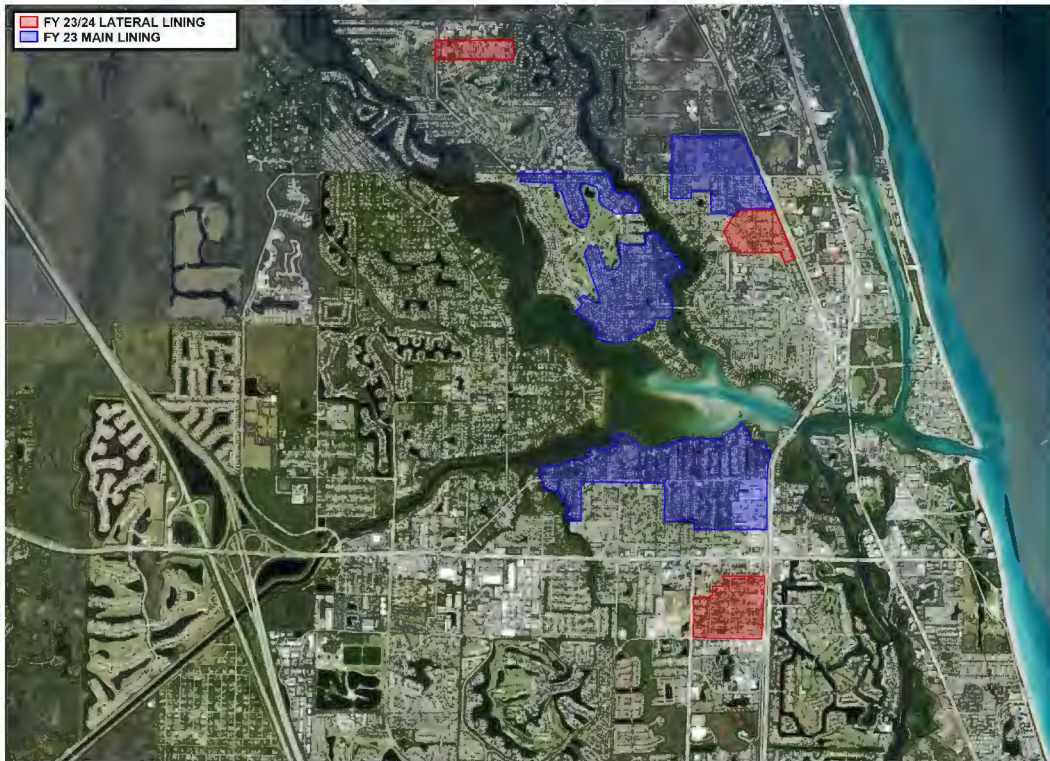
**Science Center and Jupiter Inlet Lighthouse Outstanding Natural Area (aka: BLM House Renovations):** We are evaluating alternate renovation approaches in-house based on revised layouts that have been coordinated with the River Center.

**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 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.

In November 2023, the Board awarded a lateral lining contract, which is planned to cover a portion of the LS050 system laterals. Pre-construction meeting is scheduled for December 7, 2023.

**Contractor General Services Work:**

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

Lift Station	Inspection	Design	Procurement	Construction
131	COMPLETE	COMPLETE	COMPLETE	IN-PROCESS
242	COMPLETE	COMPLETE	COMPLETE	IN-PROCESS
230	COMPLETE	COMPLETE	IN-PROCESS	-----

LS131 is substantially complete with punchlist/closeout remaining. Pre-construction meeting was held on September 8, 2023 for LS242 Rehabilitation. Construction is in progress at LS242.

***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 in January 2024.

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 and project is in closeout.

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) – project is complete pending permit closeout.
- LS055-GL009 (118 Pine Hill Trail West) – project is complete pending permit closeout..
- 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:

- LS108 – install turf block stabilized driveway – project is complete
- 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. - project is complete pending permit closeout.
- 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. Project is complete pending permit closeout.
- 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 – project is complete.

***Neighborhood Sewering/Remnant Properties:***

*18041 69th Terrace:* The property owner at 18041 69th 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. Homeowner is working to provide preferred alternate route for utilities to the home and associated easement.

*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.

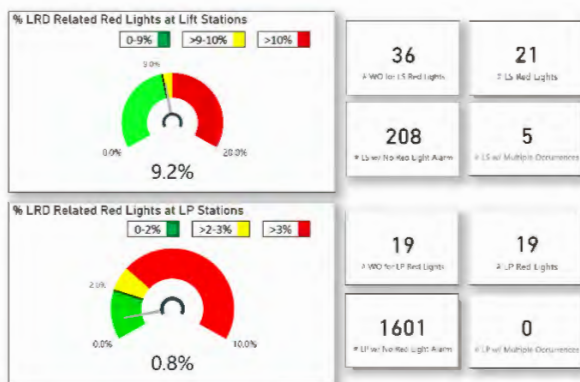
### ***Statutory Way of Necessity:***

*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 under construction.

## **COLLECTIONS AND REUSE**

***Lift Station Red Lights:*** This month the system experienced 55 total red lights. 36 lift station red lights (with 5 stations experiencing multiple red light events) and 19 low pressure red lights (with 0 stations experiencing multiple red light events).

**Red Light Emergency Call Work Orders Dashboard**  
November 2023

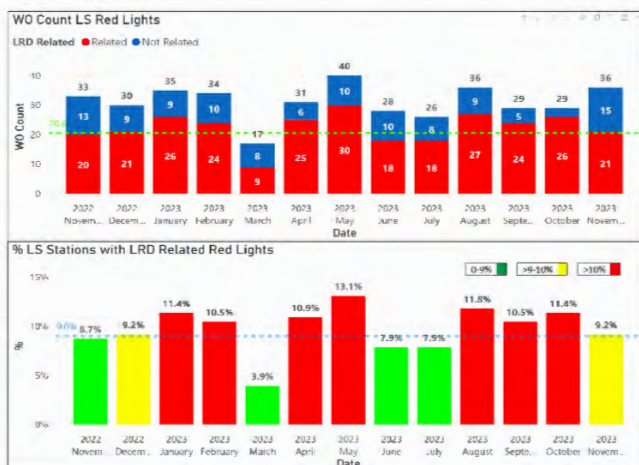


**Red Light Emergency Call Work Orders Dashboard**  
September 2023 through November 2023



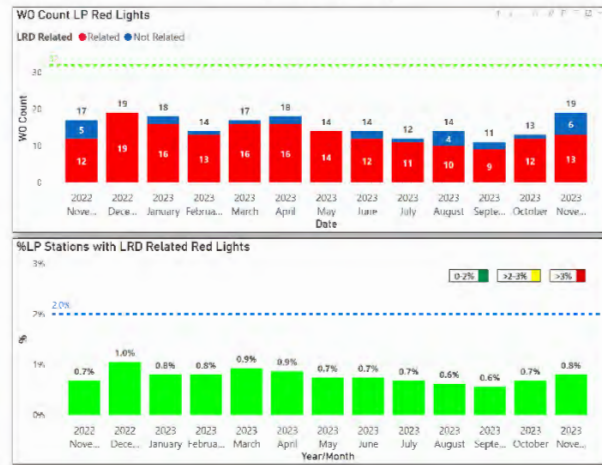
Work Order counts due to red lights exclude red lights due to FP&L power failure since staff have no mechanism to impact FP&L performance during inclement weather or other power outages. Staff continue to include FP&L power outages in the 3-month rolling average for repeat stations and work order counts 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**  
11/1/2022 through 11/30/2023



**Emergency Call Work Order Low Pressure: Trend**

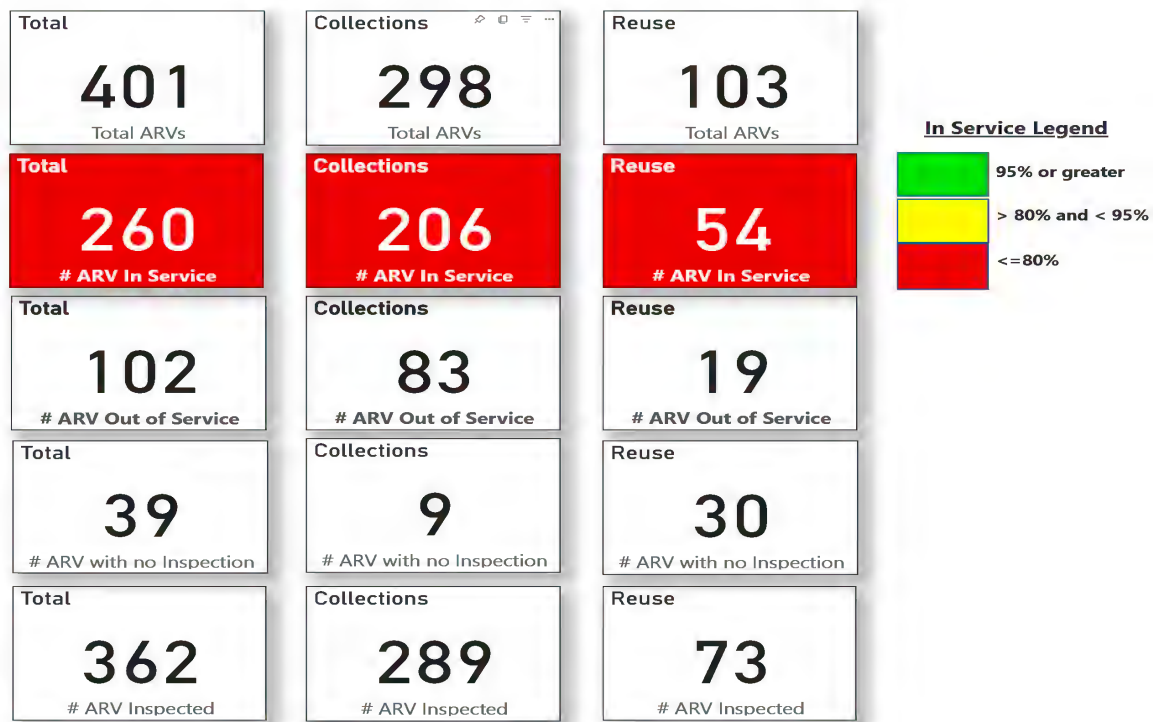
11/1/2022 through 11/30/2023





## Air Release Valves (ARV):

### ARV Status Dashboard



## Wet Well Cleaning:

### Wet Well Cleaning Schedule: KPI

November 2023



## UNAUTHORIZED DISCHARGES (fka SANITARY SEWER OVERFLOWS)

There were six (6) unauthorized discharges in the collection-transmission-distribution system this month.

On November 13, 2023, the District had an unauthorized discharge of 1/2 gallon of sewage from an air release valve (LS139-VLA01) on Casseekey Island 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. The affected area was disinfected with lime. No known storm drains or bodies of water were affected.

On November 17, 2023, the District had an unauthorized discharge of 400 gallons of sewage from a private residence low-pressure system (LP0599-V5) located on Hibiscus Road in Jupiter, FL. The unauthorized discharge was caused by a damaged brass fitting. The unauthorized discharge was stopped by disabling and isolating the low-pressure system until repairs could be made. The unauthorized discharge traveled 85 feet northwest along the shoulder of the Limestone Road and 86 feet northeast along the shoulder of Hibiscus Road. Some of the unauthorized discharge was absorbed into the soil in the immediate area, approximately 150 gallons were recovered with a vacuum truck. The affected area was disinfected with lime and cleaned with 250 gallons of potable water of which 250 gallons were recovered. No known storm drains or bodies of water were affected.

On November 20, 2023, the District had an unauthorized discharge of 850 gallons of sewage from a force main (LS134-FM02) located on US-1 in Juno Beach, FL. The unauthorized discharge was caused by damage to an 8-inch PVC force main by a contractor performing a directional bore. The unauthorized discharge was stopped by isolating and shutting down pumping systems until the repair could be made. 25 gallons of the unauthorized discharge flowed northward 10 feet and 825 gallons flowed southward for 175 feet, along the west edge of sidewalk adjacent to US-1 northbound lane. Some of the unauthorized discharge was absorbed into the soil. 200 gallons of the unauthorized discharge were recovered with a vacuum truck. The affected area was disinfected with lime and cleaned with 175 gallons of potable water of which 175 gallons were recovered. No known storm drains or bodies of water were affected.

On November 22, 2023, the LRD had an unauthorized discharge of one gallon of sewage from a private residence low-pressure system (LP1247) located near Mike Macheck Trail in Jupiter, FL. The unauthorized discharge was caused by a blown fuse in the control panel. The unauthorized discharge was stopped by discontinuing use of water until repairs could be made. The unauthorized discharge was absorbed into the soil in the immediate area around the private gravity service that flows to the

low-pressure system wet well. The affected area was disinfected with lime. No known storm drains or bodies of water were affected.

On November 22, 2023, the District had an unauthorized discharge of 350 gallons of sewage from a gravity line (LS024-GL014) located on Mohawk Street in Jupiter, FL. The unauthorized discharge was caused by damage to an 8-inch PVC gravity line by a contractor performing a directional bore. The unauthorized discharge was stopped by isolating the gravity line until repairs could be made. Some of the unauthorized discharge was absorbed into the soil. 300 gallons of the unauthorized discharge was recovered with a vacuum truck. No additional cleanup was performed due to the location of unauthorized discharge. No known storm drains or bodies of water were affected.

On November 30, 2023, the District had an unauthorized discharge of 100 gallons of sewage from a private residence low-pressure system (LP0659-V1) located on Cove Road in Jupiter, FL. The unauthorized discharge was caused by a damaged PVC check valve (flapper check, not wye-ball check). 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 20 gallons were recovered with a vacuum truck. The affected area was disinfected with lime and cleaned with 50 gallons of potable water of which 50 gallons were recovered. A total of 300 gallons of liquid was back pumped from the nearby storm drain. Due to location of unauthorized discharge and standing water in yard and roadway, some of discharge may have reached surface waters via the nearby storm drain.



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

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

DATE: December 7, 2023

SUBJECT: November 2023 Operations Department Monthly Report

### Treatment Plant Division / Maintenance Department

Overall, the month of November was productive with all monthly reports prepared and submitted on time. There were no permit exceedances this month. The treatment plant generally operated efficiently and met all treatment objectives. During the month, influent flows to the District's wastewater treatment plant were on the same order of magnitude as the previous month and were within the expected range for this time of year. The plant experienced two (2) unauthorized discharges during the month of November. The first discharge occurred during the replacement of an air release valve and was caused due to the improper placement of a containment pan which was intended to mitigate a discharge. As a result, less than 1-gallon of return activated sludge was released onto the ground. The second discharge occurred due to a faulty air release valve which did not fully seat after actuating. As a result, approximately 2-gallons of secondary effluent was released onto the ground. No bodies of water or storm drains were affected because of either discharge and the ground within the immediate area of each discharge was disinfected with lime. The discharges were reported to the appropriate regulatory agencies.



Dr. Matt H. Rostock  
CHAIRMAN

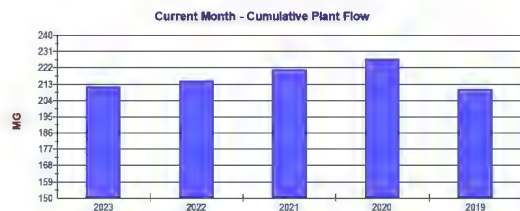
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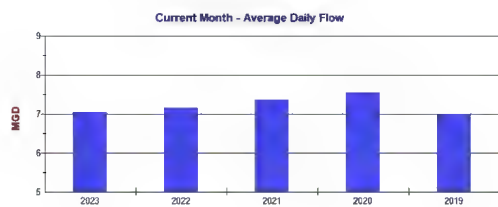
Graphical summaries of the plant flows and rainfall during the month of November, including comparisons with plant flows during the previous month (i.e., October 2023), are presented below.



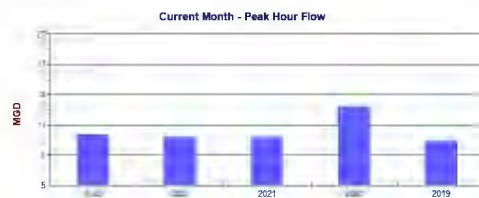
The Cumulative Influent Flow to the plant for the month of November was 211.69 million gallons. This is on the same order of magnitude as the October flow of 213.76 million gallons.



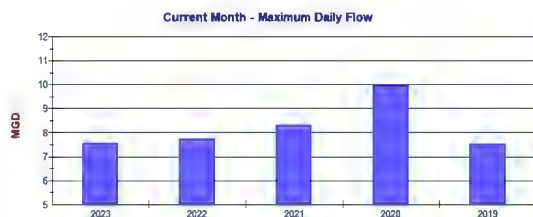
4.18 inches of total rainfall was recorded at the plant site during the month of November. This is significantly greater than the October rainfall recorded of 2.95 inches.



The Average Daily Flow (ADF) for the month of November was recorded at 6.90 MGD compared to 7.06 MGD during the month of October and 7.15 MGD during November 2022.



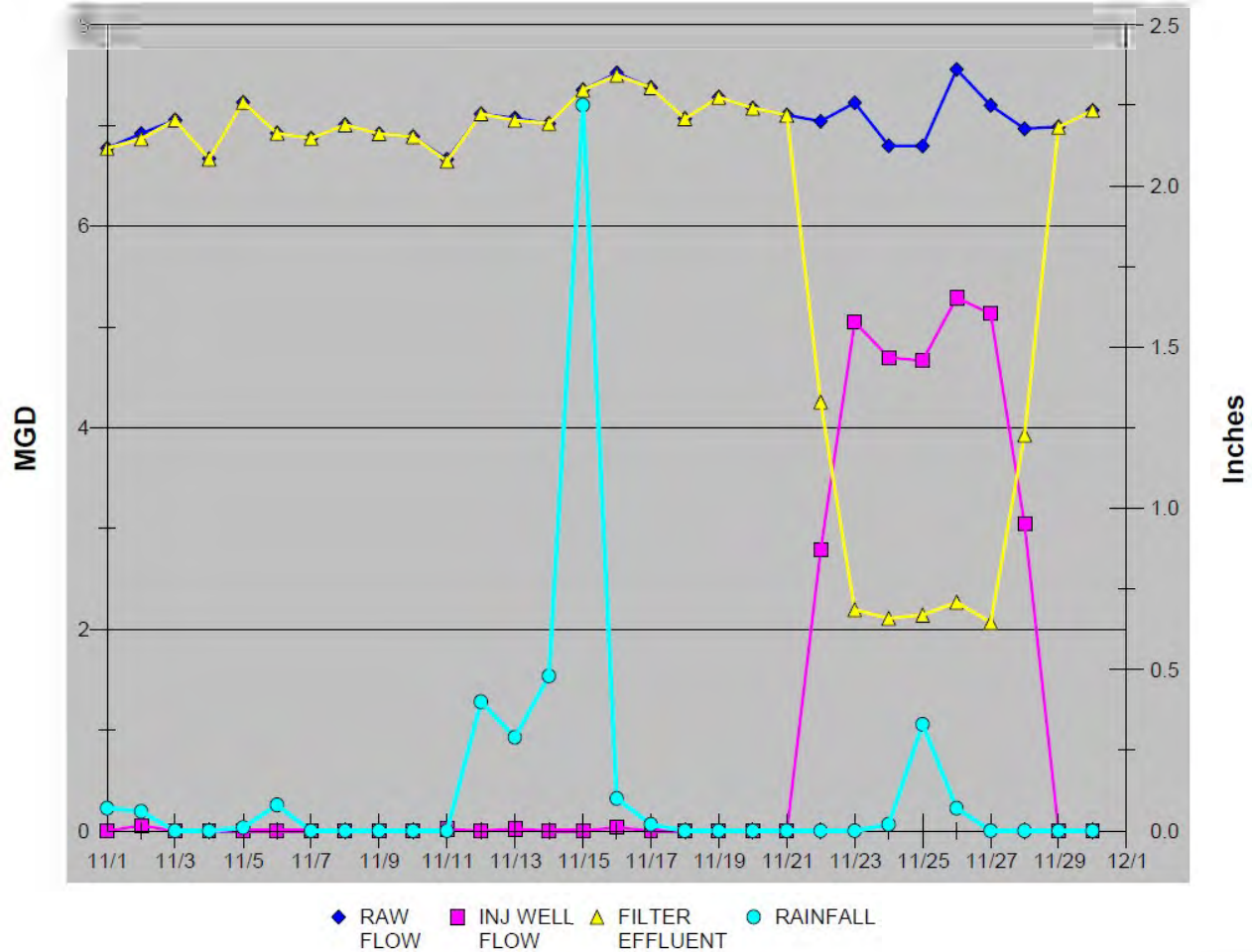
The Peak Hour Flow (PHF) for November was 6,972 GPM which equates to an equivalent daily rate of 10.04 MGD. This is slightly greater than the PHF for October of 6,347 GPM (9.14 MGD).



The Maximum Daily Flow (MDF) in November was 7.55 MGD. This is slightly higher than the MDF for October of 7.38 MGD.



For the month of November, 85.49% or 180.97 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 30.78 MG of blended effluent was diverted to the deep injection well for disposal. The plant delivered a total of approximately 176.47 million gallons of IQ water to the reuse customers during the month of November.



DR-Plant Flows and Rain Fall

Year to date (i.e., Calendar Year 2023), approximately 79.14% of all influent flow to the plant was treated and available for reuse as IQ water. The total volume of IQ water distributed to reuse customers for the year stands at 2,126.09 million gallons.

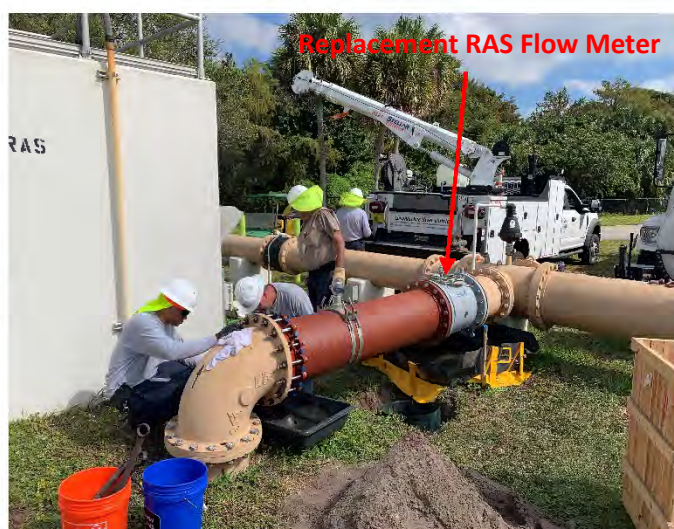
**All monthly reporting was submitted on time.**

## **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 Maintenance Team to replace the inline magnetic flow meter dedicated to Clarifier No. 3 return activated sludge (RAS) piping. RAS is essentially activated sludge biomass which has settled in the bottom of the secondary clarifier units. Settled RAS is collected and conveyed by gravity from the bottom of each clarifier unit to a dedicated RAS pit, where the RAS is then pumped into a common header pipe located upstream of the aeration basin. RAS is then mixed with influent raw wastewater prior to being discharged to the aeration basins. The recirculation of RAS is critical since it is the primary method used to maintain an appropriate biomass concentration which ensures that the required wastewater treatment level is achievable. The recirculation of RAS also ensures that the biomass (measured as mixed liquor suspended solids or MLSS) has a diverse population of microorganisms and appropriate activated sludge age. The typical RAS flow rate is approximately 65 to 75% of the plant influent flow rate.

The existing inline flow meter was approximately 20 years old and had reached the end of its useful service life. Due to the age of the transmitter unit, the meter was no longer serviceable making calibration of the meter difficult and unreliable. The proper coordination of the work was critical to minimize the impacts to the plant treatment process. This is because to complete the work, the RAS pumping station was taken completely out of service and there was no means to recirculate RAS upstream of the aeration basins. As a result, solids accumulated within the bottom of each clarifier for the duration of the shutdown. The Maintenance Team estimated that the work would take approximately 8-hours to complete. As a result of careful coordination and planning, the meter replacement work was completed within 5-hours and the RAS pumping station placed back into service with no discernible impact to the plant treatment process and effluent quality.



**Clarifier No. 3 – RAS Flow Meter Replacement – Pre and Post**



This past month, the Operations Team also worked with the Maintenance Team to replace an existing air release valve (ARV), as well as the associated piping manifold and isolation valving, located on the RAS pump station discharge piping. Staff determined replacement of these components were warranted based on inspection of the existing pipe nipple connecting the ARV manifold to the 16-inch RAS piping. The existing nipple was threaded and directly connected to the RAS piping. During the inspection it was noted that there was moderate corrosion evident around the exposed pipe threads. Upon emptying the RAS piping, Staff attempted to unthread the nipple from the RAS pipe and the nipple broke at the threads with minimal force. If the pipe nipple would have failed while the RAS pump station was in service, it would have resulted in a significant unauthorized discharge. To mitigate the potential for this type of failure to occur, Staff has been systematically modifying these types of connections to include a stainless-steel tapping saddle with stainless steel piping and isolation valving. The use of a tapping saddle for these types of connections significantly improves the stability and rigidity. The use of stainless-steel materials will provide increased corrosion protection and significantly extend the life expectancy of the piping manifold and valve assembly.



**RAS ARV Piping Manifold and Valve Replacement**

### **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, Maintenance Team members worked with Operations to replace the surge protection device dedicated to the multi-distribution switchboard (MDS) within deep bed filter, Electrical Room No. 13 (ER-13). The existing surge protection device was operational and capable of performing its intended function, but the manufacturer had issued a recall due to specific failures with a batch of units manufactured within the same time frame. Since the unit is mounted within the interior of the electrical switchgear, Staff determined that the safest way to complete the project was to completely deenergize the electrical loads within ER-13. This was not an easy task considering that this MDS powers approximately half of the plant electrical loads. To complete the work, Staff staged multiple portable generators at strategic locations throughout the plant to power critical equipment loads. With the electrical equipment deenergized, Staff removed the access panels to the switchgear and completed the replacement of the surge protection device. The entire shut down took approximately two-hours to perform and was completed without any issues.



**Replacement of ER-13 MDS Surge Protection Device**



This month, Maintenance worked with a qualified lightning protection contractor to upgrade the grounding system and components at B-Structure. B-Structure is a water conveyance control structure located on the downstream side of the lined storage ponds. IQ quality water can also be diverted directly to B-Structure from A-Structure which is the water conveyance structure located upstream between the chlorine contact chamber and the lined storage ponds. As part of a recently completed capital improvement project, upgrades were completed at B-Structure which included the installation of a new modulating slide gate and associated controls, as well as improvements to the existing control systems at the structure. Shortly after these systems were placed into service, these systems were damaged due to a lightning strike in the vicinity of the structure. To mitigate the potential for similar damage to occur in the future, a new lightning protection system was installed to protect B-Structure equipment, as well as equipment located at adjacent structures located in close proximity. As part of the work, new grounding rods, lightning rods and interconnecting grounding conductors were installed.



**B-Structure Lightning Protection System Improvements**



Lastly, the Maintenance Team completed some much-needed landscape work at the northeast corner of the District's wastewater treatment plant site. The work included the removal of a total of nine (9) palm trees which had died, and which were an eyesore. The work was completed by in-house Maintenance Staff. Staff viewed this work as an opportunity to put into practice the methods and techniques learned as part of a previous tree-fall training provided by the Florida Forest Service.



**Dead Palm Tree Removal at NE Corner of WWTP Site – Photo 1**



**Dead Palm Tree Removal at NE Corner of WWTP Site – Photo 2**



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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: December 5, 2023  
SUBJECT: Information Services Monthly Governing Board Update for November 2023

### WildPine Ecological Laboratory

#### Riverkeeper Project

In November, the lab staff and our partners collected 179 water quality samples from 33 monitoring stations throughout the watershed. A total of 80 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 November 2023 was “Fair” with 73% of all samples meeting the EPA/DEP water quality criteria. This was a slight increase from last month’s score of 67% but down from last year’s November score of 77% (see score card below). The score this month was mainly driven by low chlorophyll scores.

For the core parameters, *Total Nitrogen* scored “Good” during November with 88% of sites meeting the water quality criteria. This was identical to last month’s score of 88% and lower than last year’s November score of 100%. *Total Phosphorus* results scored “Fair” with 76% of sites meeting the water quality criteria. This was significantly better than last month’s score of 48% but lower than last year’s November score of 83%. *Chlorophyll* results scored “Poor” again for November, with 48% of sites meeting the water quality criteria, up from last month’s 39%, but down from last year’s score of 56%. For the combined *Fecal Indicator Bacteria* (fecal coliforms in all waters, enterococci in marine and brackish waters and *E. coli* in fresh waters), November results scored “Fair” with a 76%, down from last month’s score of 81%, and similar to last year’s November score of 74%.

**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



11/1/2022

11/30/2023

# 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

November  
2023

73%

Overall

179

Total Samples

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

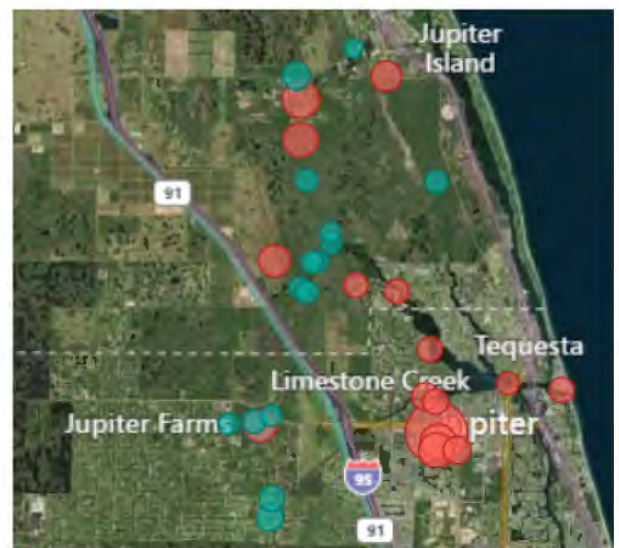
Year	Month	# Samples	Overall Score	# TN Samples	Total Nitrogen Percent Good	# TP Samples	Total Phosphorus Percent Good	# CLA Samples	Chlorophyll Percent Good	# BAC Samples	Bacteria Percent Good
2023	November	179	73%	33	88%	33	76%	33	48%	80	76%
2023	October	157	67%	33	88%	33	48%	33	39%	58	81%
2023	September	132	78%	25	92%	25	60%	25	52%	57	82%
2023	August	193	78%	35	97%	35	60%	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	60%	30	60%	83	84%
2023	April	157	76%	30	100%	30	60%	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%
<b>Total</b>		<b>2028</b>	<b>79%</b>	<b>367</b>	<b>94%</b>	<b>367</b>	<b>79%</b>	<b>367</b>	<b>56%</b>	<b>927</b>	<b>81%</b>

## Spatial Distribution of Water Quality Results

In November, *Chlorophyll* results met the water quality criteria at just 16 of 33 sites. The stations with the most exceedances were in Jones Creek, Jonathan Dickinson State Park, and throughout the marine/brackish water areas that have stricter chlorophyll criteria. All five Jones Creek stations scored "poor" with the Delaware (DEL) site having the highest concentration of all sites tested this month at 264 µg/L in November. This is the 3<sup>rd</sup> highest chlorophyll result we have ever measured, almost 3 times higher than any data recorded at DEL since monitoring started in 2019, and almost 50 times higher than the stringent FDEP water quality criteria of 5.5 µg/L. This result may be related to the vegetation trimming project that the Town of Jupiter conducting in Jones Creek (discussed below). In November, trimming occurred between our Delaware (DEL) and Caloosahatchee (CALC) sites. As

## Chlorophyll a (ug/L)

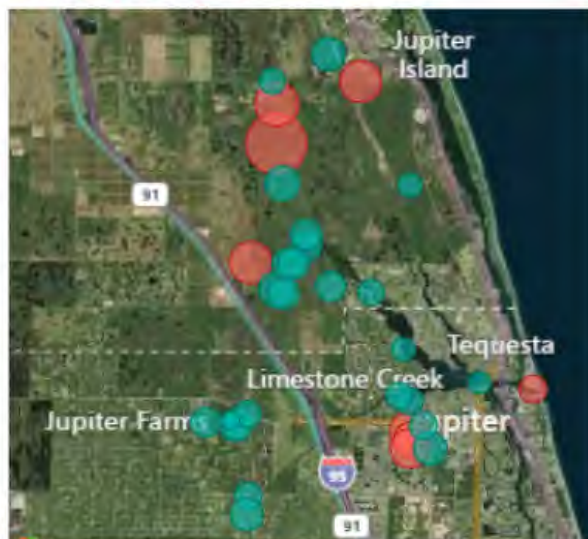
CHL\_Score ● GOOD ● POOR



anticipated, the mobilization of sediments associated with the trimming work, combined with the increases in sunlight, are likely to cause temporary fluctuations in water quality.

#### Total Phosphorus (mg/L)

TP\_Score ● GOOD ● POOR



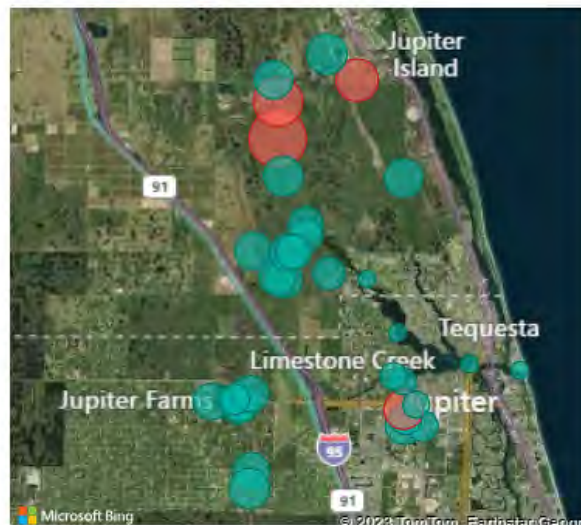
*Total Phosphorus* scored “good” at 25 out of 33 sites in November. The stations with the most exceedances were in Jonathan Dickinson State Park (JDSP) and Jones Creek. Four stations in JDSP were scored “poor” when compared to the Numeric Nutrient Criteria (NNC) of 0.12 mg/L for freshwater. Jenkins Canal (Station 101) had unusual phosphorus levels at 0.46 mg/L, which were almost 4 times higher than the NNC and the highest phosphorus ever recorded at that site in 30 years of monitoring. The JDSP biologist that collected the sample did not notice anything nearby that could explain the high concentration. The other 3 stations in JDSP showing “poor” quality were Stations 111, 104, and 56 which had TP of 0.18, 0.15, and 0.15 mg/L respectively. Three out of five stations in Jones Creek scored “Poor” with Delaware (DEL) having the highest result at 0.13 mg/L, more than double the Numeric Nutrient Criteria (NNC) water quality standard of 0.075

mg/L for brackish water stations. Jones Creek Upper (JCU) and Caloosahatchee Culvert (CALC) were 0.12 and 0.10 mg/L respectively.

*Total Nitrogen* scored “good” at 29 out of 33 sites in November. Three of the “poor” scoring stations were in Jonathan Dickinson State Park and one was in Jones Creek. Jenkins Canal (Station 101) had unusual nitrogen levels at 3.8 mg/L, which was more than twice as high as the NNC of 1.5 mg/L for freshwater. As mentioned in the paragraph above, there is no obvious reason for these high nutrients this month. JDSP Stations 111 and 56 had “poor” quality at 2.5 and 1.6 mg/L respectively. In Jones Creek, Delaware (DEL) had high amounts of nitrogen at 1.3 mg/L which scored poor for that segment of the river.

#### Total Nitrogen (mg/L)

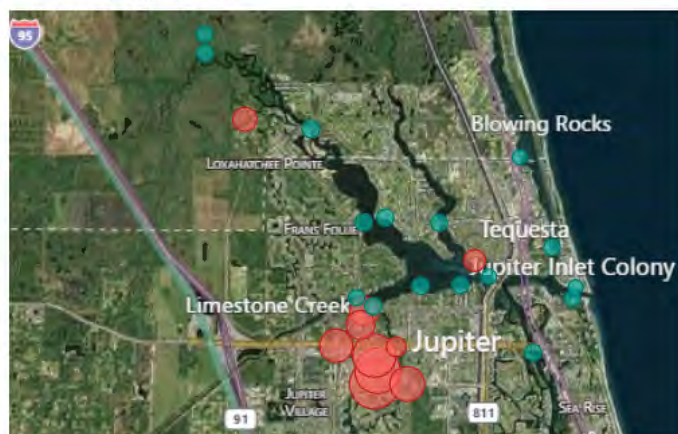
TN\_Score ● GOOD ● POOR





# Enterococci Bacteria - Criteria: 130 MPN/100mL

ENT\_Score ● GOOD ● POOR

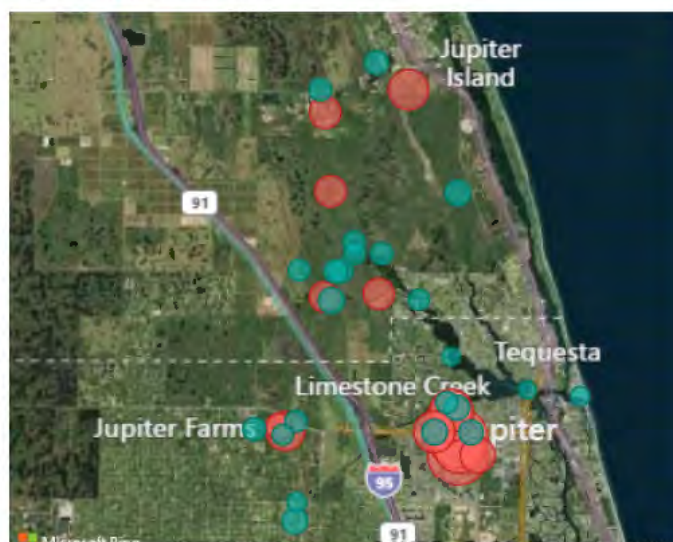


The overall *Fecal Indicator Bacteria* result scored “good” at 61 of 80 sites in November. For Enterococci bacteria (see map left), the preferred indicator bacteria for salt and brackish waters, ten stations scored “poor” when compared to the water quality standard of 130 MPN/100 mL. Eight “poor” scoring stations were sampled in Jones and Sims Creeks, with the highest concentration of 9,208 MPN/100 mL at Jones Creek Upper (JCU) in Jones Creek, which was 10 times higher than the concentration we measured in October. The Caloosahatchee

Culvert (CALC) was next highest at 7,270 MPN/100 mL which was similar to last month’s 5,172. Delaware (DEL) was third highest at 6,294 MPN/100 mL which was also similar to last month’s 5,172. Again, the vegetation trimming work was occurring in this area and the associated mobilization of sediments likely contributed to these higher bacteria concentrations.

## Fecal Coliform Bacteria - Criteria: 800 MPN/100mL

FC\_Score ● GOOD ● POOR



For Fecal Coliform bacteria results for November, thirteen stations scored “poor” when compared to the less stringent Class II water quality standard of 800 MPN/100 mL (map right). The 3 northern (JDSP) and 2 central (Stations 100 and 107) stations had fecal bacteria counts in the low thousands. We expected elevated counts associated with the vegetation trimming and disturbance of sediments in the southern creeks. Delaware (DEL) and Jones Creek Upper (JCU) had the highest fecal concentrations, both at 19,863 MPN/100 mL. The high concentration at JCU is surprising because there is not yet any vegetation work occurring in that area. Caloosahatchee Culvert (CALC) was next highest at 12,997 MPN/100 mL. Conditions at the Rivers Edge site (a tributary into the northwest fork; Station 107) declined from 860 to 1,789 MPN/100 mL.

Staff are fully evaluating our historical bacteria water quality results and as part of our efforts to develop criteria for the Executive Dashboard that is consistent with current DEP and EPA water quality standards.



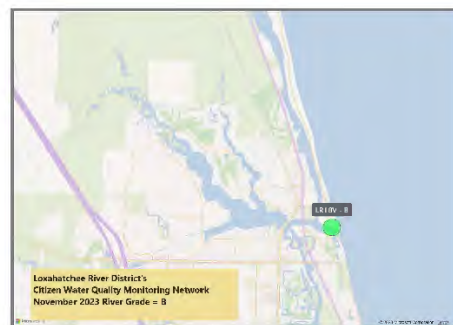
## Town of Jupiter's Jones Creek Vegetation Trimming Project

In late October the Town of Jupiter's Vegetation project got underway with the contractor trimming the creek segment east of Delaware St. According to Town staff, the work is progressing slowly but very effectively. The contractor has removed fallen trees, large mats of plant matter, and the improvement in water flow is noteworthy. As we anticipated, vegetation trimming work is likely temporarily affecting water quality as they work and disturb the sediments in the creek, increase sunlight exposure, and alter water flow. The area near our DEL water quality site (photo below left) is completed and this week they are working just east of the Caloosahatchee Road bridge (also our CALC water quality site; photo below center and right). We look forward to monitoring the changes in the water quality as conditions in the area stabilize.



## Volunteer Water Quality

This month the weekly Volunteer Water Quality monitoring grade was again 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 November at the inlet was again a "B". The weekly results showed poor water visibility, an ongoing issue, and an unusual color result reported at the beginning of the month were the primary factors that contributed to this month's grade. Both factors were likely due, at least in part, to the rough seas that supplied suspended sediments to the area.



Site	Averaged results for the Month							Monthly Cumulative Grades						Monthly
	Temp (°C)	Secchi	Salinity	pH	DO	DO%	Color	Vis	Salt	pH	DO	DO%	Color	Grade
LR10V	25.0	0.50	33.6	8.1	6.9	101.0	1.5	F	A	A	A	A	C	B

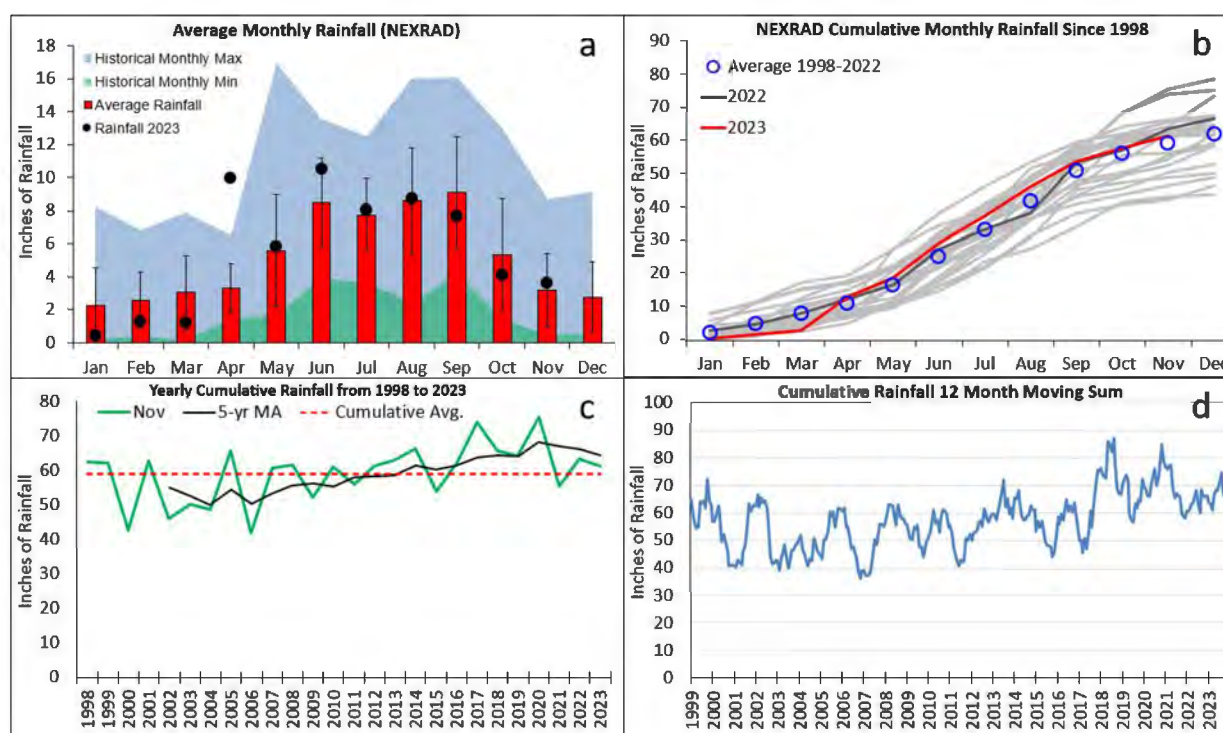
VAB (Visible at Bottom)

DO (Dissolved Oxygen)

ND (No Data)

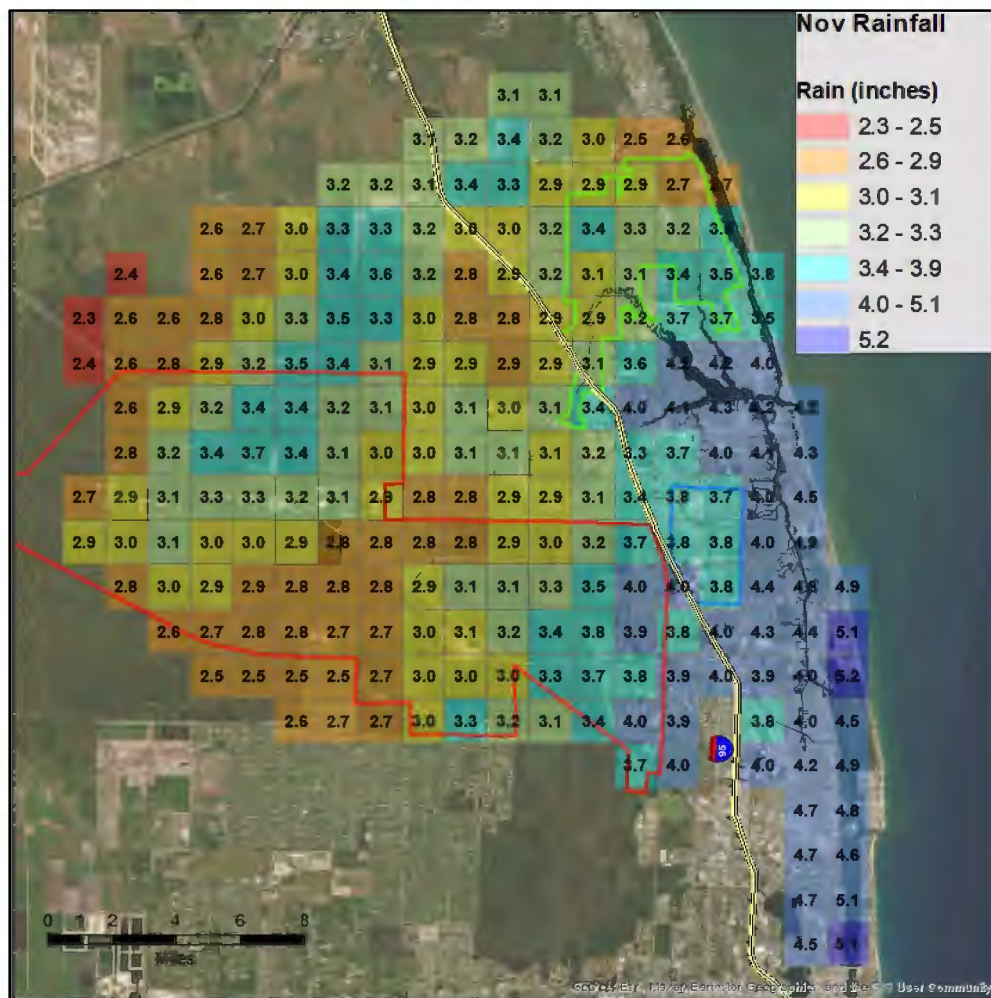
## Hydrologic Monitoring

Rainfall across the watershed during November totaled 3.6", which was about 13% above the historical monthly average of 3.2" (panel 'a' in figure below). Rain was detected within the watershed during 20 of the 30 days of November with the highest single day total of 2.0" occurring on November 15 during a mid-month storm that brought persistent rainfall and higher winds to the region. Annual cumulative rainfall through November was 61.4", which is about 4% above the 59.2" average for the period (panel 'b' in figure below). Yearly cumulative trends indicate that annual rainfall through November has returned to near-average levels following years-long trend of increasing rainfall for the period that peaked in 2020 (panel "c" below). The 12-month moving sum through November was 64.5", slightly below 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 from historical ranges 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 2.3” in the driest regions to about 5.2” in the wettest regions (figure below). In general, the driest regions of the watershed encompassed much of the western portions of the watershed which include parts of the Hungryland Wildlife Conservation Area and much of the C-18 drainage basin (yellow/orange/red cells below). The wettest regions of the watershed tended to run along the coast, especially near the Juno Beach area (blue/purple cells below). This shift in rainfall to the coast while western portions experience drier conditions is normal during this time of year as we enter the dry season that started in November.

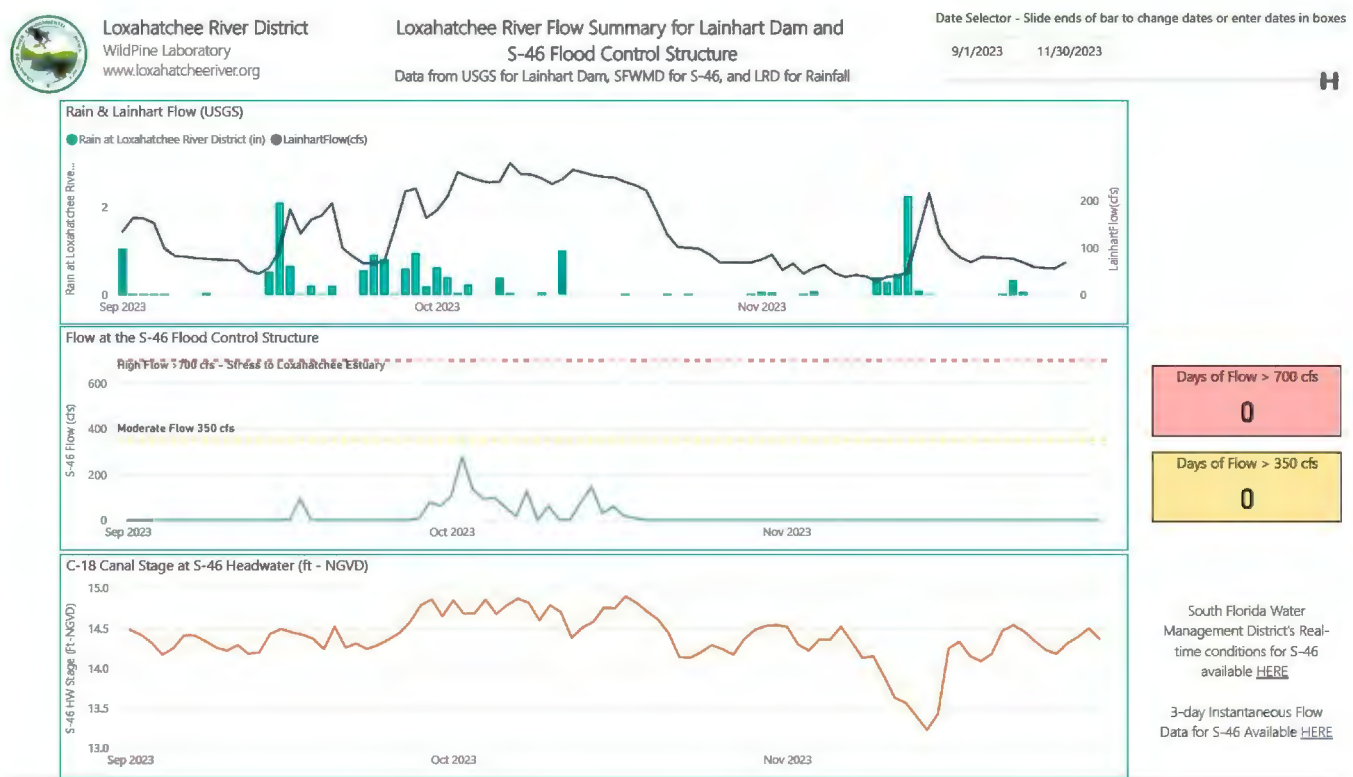


Rainfall distribution across the watershed using NEXRAD data. Each pixel represents an area of 2 km x 2 km. Blue colored pixels show highest rainfall and red pixels show lowest rainfall. For reference, the red line is the C-18 basin which includes portions of J.W. Corbett WMA, Loxahatchee Slough, and 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 were relatively low throughout much of November, ranging between 29 to 215 cfs with a daily average of 70 cfs (top chart in panel below); a decrease from last month's range of 45 to 225 cfs and 196 cfs average. Peak flow in November occurred mid-month in response to stormy conditions that brought sustained high winds and persistent rainfall, but flows declined through the duration of the month as the rain subsided. Despite the rain and brief increased river flow, there was no measurable releases from the S-46 flood control structure in the Southwest Fork (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) briefly decreased in response to the increased flows into the Northwest Fork.

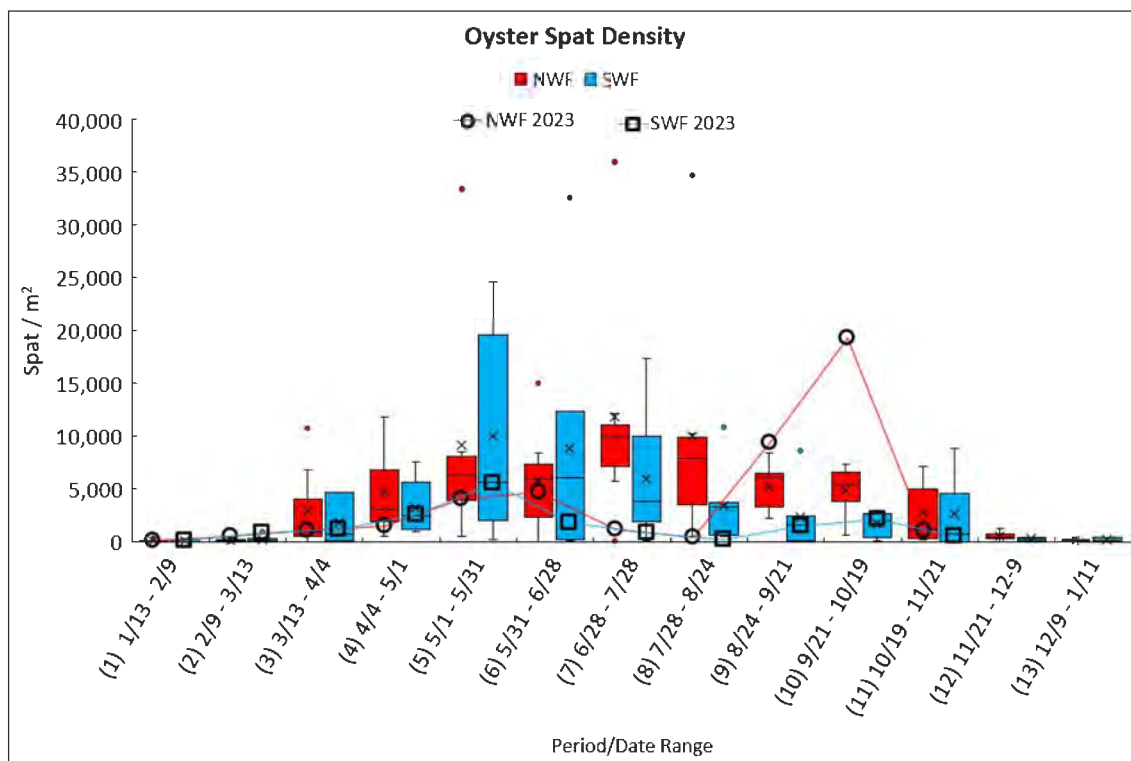


*Loxahatchee River Flow Summary for Lainhart Dam and S-46 Flood Control Structure for the previous 3 months. Top chart shows daily rainfall (inches, green bars) measured at the Loxahatchee River District (2500 Jupiter Park Dr) and the Northwest Fork the daily average Northwest Fork flows (cfs) measured at Lainhart Dam. The bottom 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 33-day period ending November 21 showed below average activity in each fork of the river. In the Northwest Fork, following two consecutive months of record high spat settlement activity, average spat density declined sharply from last month's 19,291 spat/m<sup>2</sup> to 1,141 spat/m<sup>2</sup> with 69% of the activity occurring at the downstream site (circles/red line in figure below). This month's settlement density is about 59% below the period average of 2,764 spat/m<sup>2</sup> but is nearly identical to settlement observed during same period last year (2022) at 1,218 spat/m<sup>2</sup>.

Oyster spat settlement in the Southwest Fork also experienced a decrease in settlement activity, albeit modest by comparison to the Northwest Fork, at 449 spat/m<sup>2</sup> compared to last month's 2,143 spat/m<sup>2</sup>. Settlement activity in the Southwest Fork was notable this month in that most, or about 60%, of the activity occurred at the upstream site. Settlement activity this month was also a fraction of the period average of 2,639 spat/m<sup>2</sup>. The bimodal seasonal settlement pattern that we observed this year is indicative of the pattern we used to observe prior to 2016 with settlement peaks in spring and fall and a slight decline during summer. In more recent years the settlement remained consistent throughout the summer months.



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).

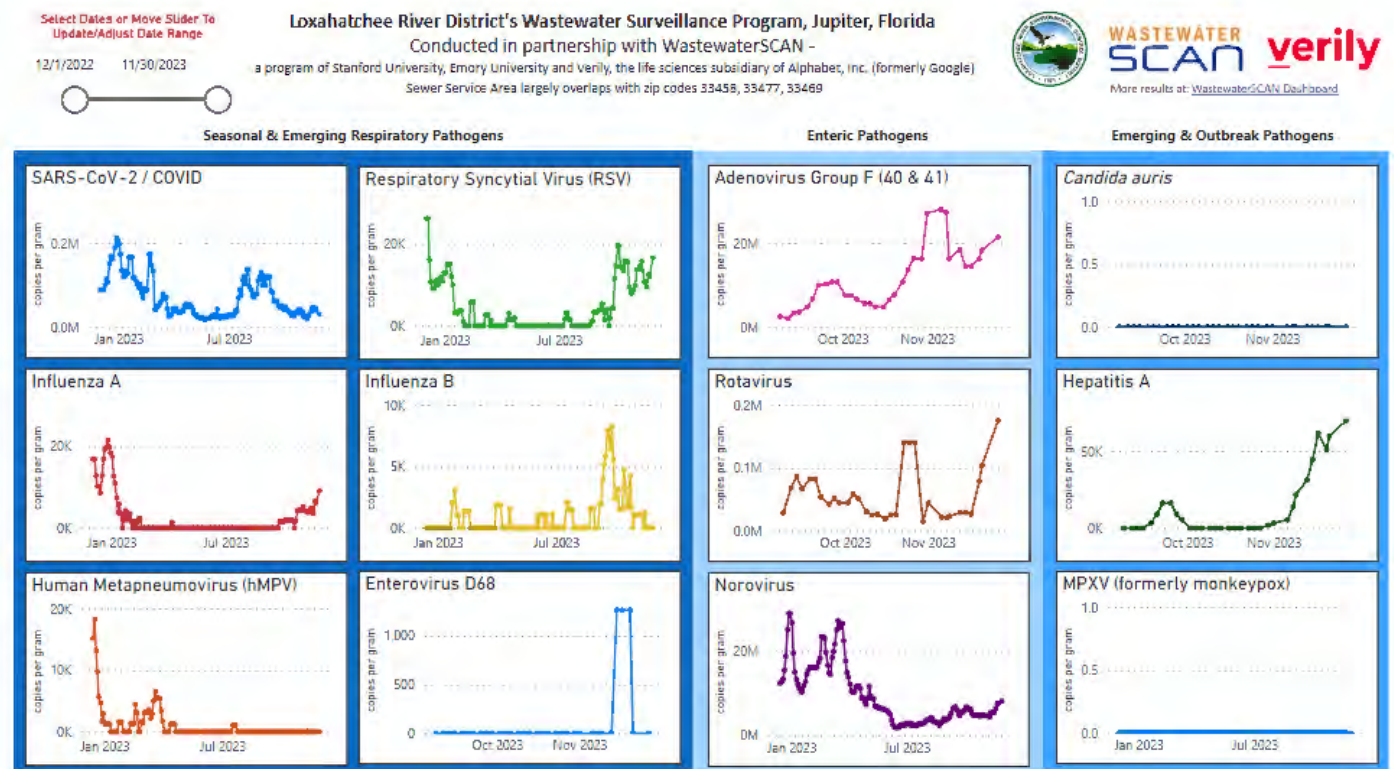


## Wastewater Surveillance of COVID-19

The District's Wastewater Surveillance program now features 12 pathogens on the WastewaterSCAN section of our web page: <https://loxahatcheeriver.org/wastewater-surveillance/>

Concentrations of virus fragments of Adenovirus Group F, a common cause of gastroenteritis and diarrhea in children, has been on the elevated, along with Rotavirus, Hepatitis A and RSV.

Most notable for November was the steep rise in Rotavirus and Hepatitis A. Rotavirus causes severe diarrhea and vomiting in infants and young children. Hepatitis A, a vaccine-preventable liver infection, is known to be underreported in the health community so wastewater surveillance is valuable for tracking its prevalence.



## Customer Service

### **Payment Processing**

With our 4<sup>th</sup> Quarter bills due on November 15, staff were busy processing over nearly 19,000 payments, totalling over \$2.56M. Over 9,900 of these payments came through AutoPay. For the quarter there were no notable changes to the proportions of payments made through the various payment channels with 55% of the payments by credit/debit card via our website, phone or autopay, 24% through the customers' bank online bill pay, and 21% by paper check or cash.

### **Customer Information & Billing System**

This week we have finally reached the historical milestone of converting to our new Customer Information and Billing System. The Edmunds GovTech team is working through our final data conversion with at target "go live", tomorrow, December 6<sup>th</sup>.

Leading up to this Staff have been busy testing, refining procedures, and practicing tasks in the training system during the limited time between processing numerous payments and other regular duties.

One of the challenges with our move to our new CIS is the migration of our over 9,900 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)

### **Computerized Maintenance Management System (CMMS) Reorganization Tools**

The IT Team is continuously working with various departments to improve the use of CMMS within each area. We are currently working on multiple standardization projects where we have revised the organization, classification, nomenclature, and details of assets. For example, changing the assignment of a group of assets to a new organizational structure.

Early in the standardization discussion we realized that this reorganization would become very complex and even impossible with the standard tools within the software. To standardize and simplify the reorganization, we presented multiple options to the CMMS steering committee and began to address the various challenges. After much discussion, we created a scope of work for one of our highly capable CMMS consultants to create a tool that would automate the attribute changes and create an auditable record of when the change occurred.

We are happy to report that we have tested this tool in our development database and now implemented the tool into the production system to facilitate the updates of asset details and organization. This type of tool is invaluable to administering CMMS as it increases our efficiency and delivers value through a more functional system for the users.

# Loxahatchee River Environmental Center

December 2023

## River Center Summary Statistics



## LRD'S ENVIRONMENTAL STEWARDSHIP DASHBOARD

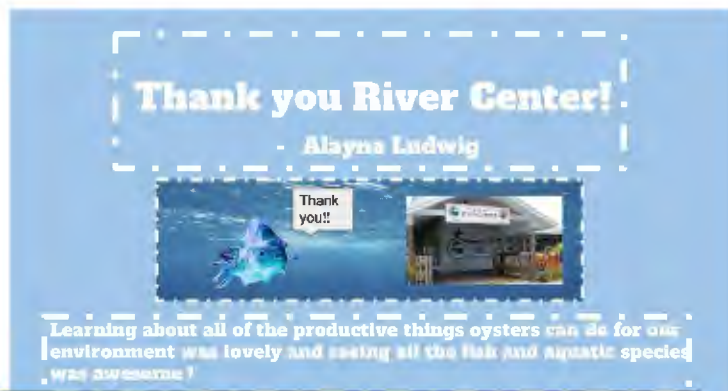


		Total Visitors <small>(incl. Visitors, Field Trips, Onsite Programs)</small>	1st Time Visitors	Average Program Participation <small>[Actual participants/Capacity of Program]</small>	Volunteer Hours	Visitor Satisfaction	Staff Overall Program Assessment	Expenses	Revenue
Benchmark / Customer Expectation		Total	Total	% of Capacity	Total	Rating Average <small>[Max Rating is 5]</small>	Rating Average <small>[Max Rating is 9]</small>	% 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	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	1,940	142	100%	142	4.9	7.8	73%	74%
	Nov	1,183	48	110%	151	5.0	8.0	92%	73%
Consecutive Months at Green		4	13	6	0	13	13	1	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 up to 89% of our target hours for this month. Only 20 more hours (5 volunteer shifts) would have us in the green.
Revenue	Program fees dropped to only \$900 this month. We did not receive the payment for Girl Scout Way until December. That should help to correct the deficit in December.



## River Center General



Thank you so much  
Period 5

Tara Sheres

I learned that oysters provide a home for so many small sea creatures like a pufferfish.



As part of Palm Beach County School District's Initiative to have all 7<sup>th</sup> graders visit an environmental education facility this year, we have hosted several classes from Eagles Landing Middle School. Their students participated in the Oyster Reef Ecology Lab where they discovered the small creatures that call the oyster reef home. They also were able to determine the biodiversity and abundance of those animals. They sent us these "thank you" slides to tell us what their favorite part was and what they learned. These are just a few of the slides that they sent.

Dear River Center,  
Thank you SO MUCH for letting my science class come visit! I had an amazing time. I loved learning about everything we learned about, like the brackish water. It was so interesting! I loved meeting the fish and animals that lived at the River Center, they were so cute!  
I really enjoyed when we took the bags of oysters and found little crabs and other animals.  
I had an amazing experience!  
Thank you all for taking the time to teach my class and me!  
Sincerely,  
Elana

*Thank you for the wonderful  
and educational experience. I  
really enjoyed the hands on  
activity where I caught crabs  
and shrimp.*

*From, Lyla*

## Special Programs

### Swamp Tromp [Wednesday, November 1<sup>st</sup>]

We had a great time "wet" hiking in the swamp at Cypress Creek Natural Area. Participants enjoyed wading between cypress domes and exploring a normally unavailable trail through the water. This hike is an "adventure" tour since it is not a marked trail. Participants saw native orchid species, native fern species, waterfowl, and whitetail deer.



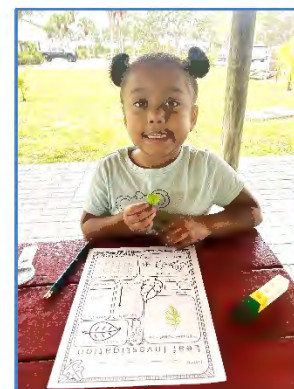
### **Lagoonfest [Saturday, November 4<sup>th</sup>]**

River Center staff attended Lagoonfest in Downtown West Palm Beach. This event highlights the beautiful Lake Worth Lagoon and allows visitors to experience different organizations and activities associated with the lagoon. Events of the day included crafts, touch tank experiences, reptile encounters and participants could even explore a shark tagging boat from the ANGARI Foundation! It was a beautiful day on the waterfront and the turnout for the event was great. Sara introduced the River Center to many new families and people in our community. We had over 375 visitors to the River Center booth. We are looking forward to participating in this event next year.



### **Blooming in the Garden [Saturday, November 4<sup>th</sup>]**

The Blooming in the Garden program is designed for children ages 3-6. The theme for this month was Falling Leaves! We started by reading an interactive story about a tree changing over the course of a year. We talked about what happens to our leaves here in South Florida in the winter and what happens in other parts of the country. Then we took our Leaf Finder tools and identified the different kinds of leaves in our garden. Children were also able to go to learning stations including Leaf Investigation, Leaf Sort, and Leaf Art. We finished with a framed leaf rubbing craft, and then planted seeds for the children to take home to start their own gardens!



### **After School Book Club [Wednesday, November 8<sup>th</sup>]**

This month's book was TREASURE TRACKS, a story set in the Florida Keys about scuba diving and sunken treasure. We started the program by discussing the book. We were so fortunate to have the author, Sallie Anne Rodriguez, join us virtually. She gave us fascinating background on the history and science behind her story, and the kids were able to ask her their questions. After our author visit, we dove into the habitats and marine life featured in the story, from estuaries to coral reefs to blacktip reef sharks to sea urchins. We ended by discussing ways the kids can protect our reefs and volunteer opportunities over this next month.



### **After School Science with Sam – Cloud Craze [Tuesday, November 14<sup>th</sup>]**

Students learned all about clouds! We learned what a cloud is made of, how clouds are a part of the water cycle, and how to identify the 10 major cloud types. Students used cloud identification sheets outside to test their new knowledge of clouds. Students also watched clouds form in front of their eyes in our cloud experiment demonstration.





### **Family Pioneer Farmstead Day [Saturday, November 4th]**

River Center staff attended Family Pioneer Farmstead Day at Riverbend Park. This event highlights life back in the pioneer days and showcases the many ways they would live. Events of this day included fishing, animal encounters, sawmill demonstrations, sugar cane pressing, and garden planting. Sam introduced the River Center to a wide range of new families and people in our community. Visitors had an opportunity to meet some of the River Center reptiles. We had over 250 visitors to the River Center booth.

### **Wilderness Skills – Knot Tying & Orienteering [Tuesday, November 21<sup>st</sup>]**

River Center taught a Wilderness Skills class about knot tying & orienteering over at the Jupiter Inlet Lighthouse Outstanding Natural Area. Students learned the basics of a compass, orienteering, and map reading before practicing their new skills on a closed compass course. Students also learned the basics of knot tying and practiced a few commonly used camping knots. Students really enjoyed learning and practicing their new skills of knot tying and orienteering.

### **Old School Science Day [Wednesday, November 22<sup>nd</sup>]**

We had a great turnout for our Old School Science Day! This program lets kids try out several fun experiments on their own, as well as viewing demos of more complex experiments. Kids were able to draw disappearing turkeys, build with hydrophobic sand, inflate balloons with chemical reactions, create their own lava lamp, race foam fish with surface tension, play with kinetic moon sand, and make a fizzing reaction. Our students had a blast with their experiments and really enjoyed the kinetic moon sand pit.





### **Campfire for Girls [Saturday, November 11th] (Bridge Program)**

The River Center hosted its seventh Girl Scout Way campfire workshop, entitled “Campfire for Girls.” This event was open to all girls celebrating sisterhood across ages, backgrounds, and cultures; honoring what brings us together. These activities included time-honored traditions like singing campfire songs, creating SWAPs, roasting marshmallows by the fire, participating in the Juliette Gordon-Low Eternal Flame



ceremony, and enjoying being with other girls from their community! Our favorite part each year is the Women Leaders of Today. Girls visit different booths with a variety of women role models in the field of science, technology, engineering, and math. The girls learned about what inspired these women, how they help the community, and what it means to be a leader. This event had 126 girls and 80 adults in attendance. The River Center would like to thank our Women Leaders of Today and the

numerous teen volunteers that helped make this event a success.

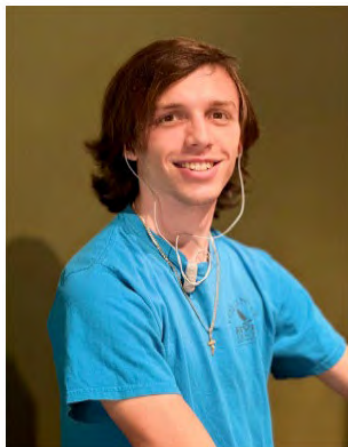
- Florida Park Service – John D. MacArthur Beach State Park
- The Nature Conservancy – Blowing Rocks
- Florida Fish and Wildlife Conservation Commission: Everglades Youth Conservation Camp
- Society of Woman Engineers/South Florida Water Management District
- Pratt and Whitney
- Manatee Lagoon
- Girl Scouts of Southeast Florida

### **Evening Lecture: Recycling Water [Friday, November 17<sup>th</sup>]**

November’s evening lecture was about wastewater treatment and management in our community. This presentation explored 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. Dr. Albrey Arrington explored the scenic beauty and natural diversity of the Loxahatchee River and explained how saltwater intrusion and excess nutrients are



significant threats to the Loxahatchee River. Finally, Dr. Arrington clearly showed 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.



### Volunteer of the Month

Our November Volunteer of the Month is Jonathan Oliver. Jonathan is one of the wonderful volunteers that helps with animal care. He is an aspiring marine biologist and loves to help educate others on our wonderful animals at the center. Not only does he take wonderful care of the animals, but he also helps train other volunteers, educate the guests and keeps the center looking great. In his free time, he loves to hike and scuba dive. We are so fortunate to have Jon as a faithful volunteer. Thank you, Jon, for all that you do to help at The River Center! We appreciate you!

## UPCOMING EVENTS

RSVP at [www.lrdrivercenter.org/events-calendar](http://www.lrdrivercenter.org/events-calendar)  
[rivercenter@lrcd.org](mailto:rivercenter@lrcd.org) or 561-743-7123

**Every Thursday, 9:30 a.m. – 10 a.m. – Story time:** Join the River Center for Story Time. Families are welcome as we read stories and have an animal encounter.

**December 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 is 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 will be set up at the Jupiter Inlet Lighthouse Outstanding Natural area. This program is designed for young anglers who want more fishing experience. It is 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!

**January 2, 10:00 – 11:30 a.m.: Beach Combers Class:** Join the River Center for our new Beach Comber class! Learn how to identify what you see while walking on the beach! Could it be a shell, a seed, or is it a mermaid's purse? Discover what you can find at the beach! Registration is required to attend. Recommended ages 13+

**January 3, 10:00 a.m. – 12:00 p.m.: Archery 101:** Join the River Center for our Archery 101 Beginners workshop! Learn about the complex history of archery, safety, and basic skills. All equipment will be provided. Closed toe shoes are required; Participants should bring comfortable clothing, water and sunscreen. Cost: \$10 per person. For ages 10 and up. Registration is required to attend. Space is limited. This is not a drop off program.

**January 5, 12:00 – 1:00 p.m.: Lecture [Pennock Plantation]:** Join us at the River Center for our monthly lecture series! Our January speaker is Josh Liller, Historian for The Loxahatchee River Historical Society. Josh Liller explores the history of Jupiter's Pennock Plantation. The Pennock family's fernery and dairy was Jupiter's largest employer for decades. Their civic leadership and Quaker values were an important part of our community. Josh Liller has been the Historian and Collections Manager for the Loxahatchee River Historical Society for the last decade. A graduate of Florida Atlantic University, he is the co-author of Five Thousand Years on the Loxahatchee (Revised Edition), editor of The Florida

Lighthouse Trail 2nd Edition, and editor-author of the LRHS Quarterly local history newsletter. Registration is required to attend. This event is not recommended for children under the age of 14.

**January 6, 10:00 a.m. – 12:00 p.m.: Wilderness Skills [20 Acre Property]:** 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:*

- 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

**January 6, 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 Wonder Walks: Senses! 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 is time to go home, children will receive seed to take home to start their own garden! So do not 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 get a little messy. All equipment will be provided, and this program is free of charge. Donations are always welcome.

**January 9, 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.

**January 9, 3:00 – 4:00 p.m.: Science with Sam [Reptile Keepers]:** On select Tuesdays from 4:00 pm – 5:00 pm, join our Scientist Sam for various after school science activities! Ages 13-17. 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.

**January 10, 9:30 – 11:30 a.m.: Swamp Tromp [Pine Glades Natural Area]:** Come explore with us! Join the River Center on our Swamp Tromp series as we wade through the freshwaters of Pine Glades Natural Area. Walk along the guided paths and immerse yourself in this local natural area. Interested participants should wear long pants, a walking stick, bug spray, comfortable clothing and bring plenty of water. CLOSED TOE SHOES ARE REQUIRED TO PARTICIPATE. Water may be knee deep water in some locations, so you may want to bring a towel and some dry clothes/shoes for after the hike. Experience Level: Intermediate. Please be advised, this is not recommended for children or participants with limited mobility. This site does NOT have any restroom facilities. Make sure to RSVP to this event! Space is limited.

**January 10, 4:30 – 5:30 p.m.: Afterschool Book Club [Turn the Tide]:** Calling all nature-loving readers! Join us on Wednesday, January 10th from 4:30 to 6pm for our next afterschool book club for kids in grades 3-8. This month’s book will be TURN THE TIDE by Elaine Dimopoulos, and we’ll be joined virtually by the author herself! TURN THE TIDE is a novel-in-verse about a motivated girl who starts a kid-led environmental movement to ban plastic bags in her new Florida town. You can find the book at our local library or at a bookseller of your choice. Readers should finish the book before the meeting, then go deeper with discussion, crafts, ideas for activism, and other activities. Please RSVP to attend.

**January 11, 1:00 – 3:00 p.m.: Tour of Loxahatchee River District:** Join the River Center for a behind the scenes tour of the Loxahatchee River District’s Wastewater Treatment Plant. Have you ever

wondered what happens to your water once it goes down the drain? Find out how the Loxahatchee River Environmental Control District cleans our wastewater to protect our community's health. Did you know that we recycle about 95% of the wastewater receive which protects our natural water resources. Check out this rare glimpse into what happens to your water once it goes down the drain. Recommended Ages 13+

**January 13, 9:00 a.m. – 12:30 p.m.: Girl Scout Workshop [Dream Garden]:** Join us for our “Dream Gardens” Girl Scout Workshop for Juniors and Cadettes! Imagine your dream garden. What type of plants and trees would be there? What animals would you want to live there? During this program, you can create your own garden plan then take home seeds and plants to get you started! You will find out what plants grow best in our area, how plants help people, why trees are so important and discuss conservation topics. We have a special section for “Would You Believe It Comes From Trees? Juniors will receive their Gardener Badge. Cadettes will receive their Trees Badge. Registration is open!

**January 19, 6:00 – 7:00 p.m.: Evening Lecture [Who's That Octopus]:** Join us for a lecture from Colleen Hecker, Master's Student at Florida Atlantic University. How do we know who's who in the octopus world? It's not as simple as you'd think! Here in the tropical western Atlantic, there are numerous octopus species that look the same, act the same, and live in the same areas. This makes telling them apart tricky! One way to differentiate these hard-to-discern species is their DNA. These species that look similar but are genetically different are called cryptic species, and the octopus world is full of them! Recent suggestions indicate that South Florida's common octopus (*Octopus vulgaris*) is representative of a cryptic species called the American octopus (*Octopus americanus*). Using genetics, I will be able to determine if this name change is appropriate for South Florida's Octopus. Let's unravel the DNA of cryptic octopus species and find out Who's that Octopus?

**January 20, 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. This class does not cost, but a deposit is required to reserve a seat. The deposit of \$10 will be refunded in full to all students who complete the class. Recommended for children 12 years and up, but all ages are welcome.

**January 23, 4:00 – 5:00 p.m.: Sunset Hike [Jupiter Inlet Lighthouse Outstanding Natural Area]:** Come explore with us! Tie up your hiking boots and join the River Center for our Nature Walk through the Jupiter Inlet Lighthouse Outstanding Natural Area. Walk along the guided paths and immerse yourself in this local natural area. We will explore a path inside this natural area with uneven terrain. Interested participants should wear closed toed shoes, long pants(recommended), a walking stick, comfortable clothing and bring plenty of water. Make sure to RSVP to this event! Space is limited.

**January 24, 10:00 – 11:00 a.m.: Tots on Trails [Blowing Rocks Preserve]:** Let's get outside! 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 Blowing Rocks Preserve. **\*\*THIS IS AN OFF-SITE PROGRAM!\*\*** We will meet in front of the preserve's nature center at 10:00 am. Together, we'll walk the trail, observe plants and animals with our magnifying glasses & binoculars, and then return to the nature center. 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. Please RSVP to attend.

**January 25, 2:00 – 3:00 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 – 2:30 p.m. For questions or application information please contact our Volunteer Coordinator Rebecca Patterson at 561-339-3107 or [Volunteer@Lrecd.org](mailto:Volunteer@Lrecd.org)

**January 26, 10:30 a.m. – 12:00 p.m.: Homeschool Workshop [Properties of Water]:** Students will work in an interactive lab that covers the properties of water including density, buoyancy, surface tension, and the phases of water comparing two different water types. Students will make connections to salt, fresh, and brackish water in their experiments and the ecosystems in the Loxahatchee River watershed. Ages 7-10 years old. Registration Opens January 5<sup>th</sup>.

**January 27, 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 – 2:30 p.m. For questions or application information please contact our Volunteer Coordinator Rebecca Patterson at 561-339-3107 or [Volunteer@Lrecd.org](mailto:Volunteer@Lrecd.org)

**February 2, 12:00 – 1:00 p.m.: Lecture [The Evolution of Prescribed Fire]:** Harper Carroll is the fire manager for Palm Beach County ERM who has almost 30 years of Natural Resource Management and Restoration in Florida. He has a B.S. in Biology from Loyola University in New Orleans, A M.B.A. from FAU in Environmental Science and a M.S. in Forestry Resource Conservation. Prior to working for ERM he spent 9 years working for South Florida Water Management District on the Kissimmee River Restoration Project. For last 19 years at ERM experience at ERM has included the major restoration projects of Cypress Creek and Loxahatchee Slough Natural Areas. The past 8 years he has been in the role of Fire Manager responsible for the implementation, planning and management of prescribe fire and vegetation fuels management on the 32,000 acres of Palm Beach County Natural Areas. This presentation will be focusing on the importance of prescribed fire.

**February 2, 4:30 – 6:30 p.m.: National Rivers Day Sunset Hike [Masten Dam]:** Come explore with us! Tie up your hiking boots and join the River Center for our hike to the Masten Dam! Walk along the guided paths and immerse yourself along the Loxahatchee River. We will explore a path inside this natural area with uneven terrain. Interested participants should wear closed toed shoes, long pants (recommended), a walking stick, comfortable clothing, and bring plenty of water. Bug spray is highly recommended. Make sure to RSVP to this event! Space is limited.



# LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

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

## MEMORANDUM

**To:** D. Albrey Arrington, Ph.D., Executive Director  
**From:** Ed Horchar Safety Officer  
**Date:** December 5, 2023  
**Subject:** District Safety Report for November 2023

### Safety Metrics: November 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:**

#### **TWO CONSECUTIVE YEARS NO RECORDABLE INJURIES!**

The LRD has now experienced zero OSHA Recordable Injuries for **twenty-four** consecutive months. The District has sustained a rolling twelve-month Total Recordable Incident Rate (TRIR) of **0.0** for nineteen 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 November. 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.

### **Congratulation to all District employees for TWO CONSECUTIVE YEARS of injury free work.**

Working safely at the District has become standard work. Working two consecutive years with no recordable injuries is a huge deal. My sincere congratulations to all District Employees for this tremendous accomplishment for it takes a team effort to make this happen.

I have been employed with the District for a little over two years and could see the commitment to safety from day one. The foundation of a sound safety culture was established. Leadership had a vision that by providing adequate emphasis towards safety and establishing a few key initiatives, a benefit in the safety culture and behaviour of District employees could be realized. Enhancing safety programs such as Job Hazard Assessments, Near Miss Reporting and Electrical Safety/Arc Flash Protection were launched and are now integrated into the daily routine of all applicable employees. These are not small feats and everyone participating in the process should be commended.

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

This is not to be overshadowed by the fact that District employees take their jobs seriously and have taken ownership of their own safety. “Saying it” is not the same as “doing it”. Employees have taken ownership to implement the JHA’s into EAM and the daily Work Order process. Driven by input of District employees, the District is averaging eight (8) Near Miss reports monthly. By these actions alone the District has become more proactive in the daily approach to keeping employees safe. And I believe these things are directly related to the Districts injury free work. Again, Congratulations to all employees!!

### **Sustainment:**

Job Hazard Assessment (JHA) activity levels in November was at a total of 1,088. The volume of JHA’s generated by the District has remained at a consistent level for over a year. It is safe to say that this is now the standard for the District. Looking forward, any volume less than 1,000 JHA’s per month would indicate a variance worthy of an evaluation. The Wild Pine Lab and River Center continue to make progress on the use of JHAs and are included in the overall data. The following is an assessment of November JHAs performed per employee in each department:

Reuse:	25 JHA / employee	Construction:	9 JHA / employee
Operations:	38 JHA / employee	Inspection:	21 JHA / employee
Collections:	31 JHA / employee	Wild Pine Lab	4 JHA / employee
Maintenance:	21 JHA / employee	River Center	1 JHA / employee

### **JHA and EAM:**

In November approximately 98% of all Work Orders (WO) included a JHA. This represents twelve (12) months in a row in which the District expectation of 95% was exceeded. Courtney Jones, Director of Engineering, has conducted a DIVE into the Inspection Departments below expectation report for November and has identified a common JHA omission during WO’s for Vehicle PMs. Safe to say Inspection JHA to WO % for December should increase. The following is a District comparison for the percentage of November EAM Work Orders created for which an electronic JHA was completed:

Reuse:	99 %	Construction:	100 %
Operations:	99 %	Inspection:	92 %
Collections:	99 %	Wild Pine Lab	0 Electronic JHA’s
Maintenance:	100 %	River Center	0 Electronic JHA’s

**Near Miss Reporting:**

There were 9 Near Miss reports initiated in November which is slightly higher than the 12-month rolling average of 8. November Near Miss reporting is a rebound month after two consecutive months with lower-than-average submittals. Employees from Collections, Inspection, and Plant Operations each submitted a near miss report in October. The hazards include chlorine exposure, dust inhalation exposure, struck-by wet well cover, vehicle incident close call, manhole cover removal, lack of visibility for nighttime on-call personnel, and tripping hazards. 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. Please be alert, 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 maintain an injury-free environment.

**Training:** In November, one new District employee was included in 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. New Hires were tasked to complete CBT involving New Employee Safety Orientation, Hazard Communication, Chlorine Awareness, Hydrogen Sulfide Awareness, Bloodborne Pathogens, and Heat Stress. Also in November, Lockout-Tagout Authorized classroom training was provided by the Safety Officer for two Maintenance employees. Trained "Authorized" lockout-tagout allows employees to perform maintenance activities on systems and equipment while eliminating any hazardous energy associated with the systems or equipment.

**Inspections:** A total of 10 workplace inspections occurred in November. District jobs that were observed included cleanout installations and cleanout repairs, lift station point repairs, Clarifier, RAS wet well influent valve replacement, and evaluating near miss reported issues.

***Congratulation to all District employees for achieving TWO CONSECUTIVE YEARS of injury free work. The District is creating a safety culture that has the opportunity to be deeply embedded and long lasting.***



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## MEMORANDUM

**TO:** Governing Board  
**FROM:** Administration Staff  
**DATE:** December 08, 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	\$ 24,156.25	\$ 29,181.25
Baxter & Woodman	\$ 53,283.68	\$ 63,849.92
Holtz	\$ 31,213.78	\$ 37,354.74
KCI	—	\$ 223.20
Kimley-Horn & Associates, Inc.	\$ 7,026.50	\$ 7,026.50

Should you have any questions regarding these items, please contact Kara Fraraccio concerning the attorney invoices, and Kris Dean concerning the engineer invoices.

**Dr. Matt H. Rostock**  
CHAIRMAN

**Kevin L. Baker**  
BOARD MEMBER

**Gordon M. Boggie**  
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BOARD MEMBER





# Future Business

## General:

- 2024 Rate Study
- CCNA: Request For Qualifications # 24-002-00132: Professional Services by Professional Engineers, Architects, Landscape Architects, and Planning Firms
- 2500 Jupiter Park Drive Site Planning

## Future Contracts:

- Vehicle Purchases FY24 – Piggyback Contract
- Reuse System Pump Rebuild – Repair Contract
- Maintenance Facility – Professional Engineering Services Design and Bid Contract
- Warehouse Facility – Professional Engineering Services Design and Bid Contract
- Clarifier No. 4 Rehabilitation – Construction Contract
- County Line Road Bridge IQ Main Relocation – Interlocal Agreement (Tequesta)
- 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



The Loxahatchee River Environmental Control District 2024 Board Meeting Schedule:

January 18, 2024,  
February 15, 2024,  
March 21, 2024,  
April 18, 2024,  
May 16, 2024,  
June 20, 2024,  
July 18, 2024,  
August 15, 2024,  
September 19, 2024,  
October 17, 2024,  
November 21, 2024,  
December 19, 2024.