



LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

REVISED AGENDA
REGULAR MEETING #18-2024
DECEMBER 19, 2024 – 7:00 PM AT DISTRICT OFFICES
ALSO, THE MEETING WILL BE AVAILABLE TO THE PUBLIC ONLINE AT:
LOXAHATCHEERIVER.ORG/PUBLICMEETING

1. Call to Order & Pledge of Allegiance
2. Administrative Matters
 - A. Roll Call
 - B. Previous Meeting Minutes [Page 3](#)
 - C. Additions and Deletions to the Agenda
3. Comments from the Public
4. Status Updates
 - A. Loxahatchee River Watershed [Page 8](#)
 - B. Loxahatchee River District Dashboard [Page 9](#)
5. Consent Agenda (see next page) [Page 10](#)
6. Regular Agenda
 - A. Consent Agenda Items Pulled for Discussion
 - B. Anaerobic Selector Zone Pilot Testing – Purchase of Pilot Test Equipment from Xylem Water Solutions [Page 98](#)
 - C. Jonathan Dickinson State Park and Senate Bill 80 [Page 106](#)
 - D. Executive Director's Annual Review [Page 122](#)
7. Reports (see next page) Pulled for Discussion
8. Future Business [Page 185](#)
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 19, 2024

Stephen B. Rockoff
CHAIRMAN

Kevin L. Baker
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

Dr. Matt H. Rostock
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. Annual Dashboard – to receive and file [Page 11](#)
- B. Procurement Policy and Procedures – to approve policy updates [Page 21](#)
- C. Reauthorization of New Fleet Purchase for River Center Unit No. 60 -15- [Page 63](#)
Passenger Ford Transit Van
- D. IQ518 Electrical and I&C Upgrades – to award Professional Engineering [Page 65](#)
Services Contract
- E. Computer Network Equipment and Professional Services – to approve [Page 76](#)
purchase
- F. ITB 24-003-00133: Lift Station General Construction Services – to approve [Page 77](#)
contract renewal
- G. Fixed Asset Disposal - to approve disposal [Page 83](#)
- H. Change Orders to Current Contracts - to approve modifications
 - C1: Anaerobic Selector Zone Pilot Testing and Process Aeration System
– Change Order 001 [Page 84](#)
 - C2: Lift Station 082 Conversion – Contract Contingency [Page 87](#)
 - C3: Professional Engineering Services for 9278 Indiantown Road/20 Acres
– Site Remediation: Change Order 004 [Page 88](#)
 - C4: Plant Lift Station 001 Control Panel Purchase - Change Order 001 [Page 94](#)

7. REPORTS

- A. Neighborhood Sewering [Page 127](#)
- B. Legal Counsel's Report [Page 128](#)
- C. Engineer's Report [Page 132](#)
- D. Director's Report [Page 133](#)



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D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

TO: Governing Board
FROM: D. Albrey Arrington, Ph.D., Executive Director
DATE: December 19, 2024
SUBJECT: Approval of Meeting Minutes

Attached herewith are the minutes for the Regular Meeting of November 21st, 2024. As such, the following motion is presented for your consideration:

“THAT THE GOVERNING BOARD approve the minutes of the Regular Meeting of November 21st, 2024 as submitted.”



Stephen B. Rockoff
CHAIRMAN

Kevin L. Baker
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

Clinton R. Yerkes
BOARD MEMBER

Ref: #17-2024

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
REGULAR MEETING - MINUTES
NOVEMBER 21, 2024

1. CALL TO ORDER

Chairman Rockoff called the Regular Meeting of November 21, 2024 to order at 7:00 PM.

2. ADMINISTRATIVE MATTERS

A. ROLL CALL

The following Board Members were in attendance:

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

Staff Members in attendance were Dr. Arrington, Mr. Dean, Mr. Howard, Mr. Pugsley, Ms. O’Neill, and Ms. Fraraccio (via GotoWebinar). Consultants in attendance were Mr. Curtis Shenkman and Mr. Hunter Shenkman with Shenkman & Shenkman, P.A., and Mr. Dustin Kuehn with Gehring Group.

B. PREVIOUS MEETING MINUTES

The minutes of the Regular Meeting of October 17, 2024 were presented for approval and the following motion was made:

“THAT THE GOVERNING BOARD approve the minutes of the Regular Meeting of October 17, 2024 as submitted.”

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

C. ADDITIONS & DELETIONS TO THE AGENDA

Staff requested the addition of item 5F. Change Order 001 – Lift Station Cellular Telemetry: Professional Engineering Services Contract.

3. COMMENTS FROM THE PUBLIC

No public comments were received.

4. STATUS UPDATES

A. LOXAHATCHEE WATERSHED STATUS

Mrs. Jocelyn O’Neill presented an update on the successful implementation of the 2023 Environmental Education Strategic Plan initiatives at the River Center over the past year.

B. LOXAHATCHEE RIVER DISTRICT DASHBOARD

Dr. Arrington reviewed the District Dashboard.

5. CONSENT AGENDA

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

“THAT THE GOVERNING BOARD approve the Consent Agenda of November 21, 2024 with the exception of item 5F Change Order 001 and the rest as presented.”

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

A. New Annual Dashboard – to approve two new metrics

“THAT THE DISTRICT GOVERNING BOARD approve the addition of the Environmental Assessment program elements (e.g., Goal 8. Accessible Environmental Data) to our annual dashboard in conformity with FS 189.0694 and direct staff to report on our annual dashboard, via the District’s website, annually upon the close of each fiscal year.”

B. Interlocal Agreement with Seacoast Utility Authority for Provision of Sewer Service to 14996 Palmwood Rd – to authorize execution of the interlocal agreement

“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute the Interlocal Agreement Between Loxahatchee River Environmental Control District and Seacoast Utility Authority for Provision of Sewer Service to 14996 Palmwood Road.”

C. FY25 Fleet Purchase – to approve contract award

“THAT THE DISTRICT GOVERNING BOARD authorize the purchase of the referenced fleet vehicles from Alan Jay Fleet Sales using the piggy-back of Sourcewell (formerly NJPA) Contract No. 2025 091521-NAF & 032824-NAF in the amount of \$534,667.00.”

D. Purchase of Odor Control Services (Evoqua) - to approve purchase order

“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute a purchase order to Evoqua Water Technologies, Inc. for the continued supply of odor control chemicals and services, in accordance with a “piggy-back” of Lee County

contract RFP240129DJN for the period from November 22, 2024 through September 30, 2025, in an amount Not-to-Exceed \$557,000.00”.

E. Fixed Asset Disposal - to approve disposal

<u>Description</u>	<u>Serial Number</u>	<u>Condition</u>	<u>Estimated Value</u>
2 HP Barnes Pump	C1011809-1203	Beyond Repair	\$50
7.5 HP Flygt Pump	FLY-8880032	Beyond Repair	\$100
7.5 HP Flygt Pump	FLY-8880033	Beyond Repair	\$100
10 HP Barnes Pump	FLY-0560714	Beyond Repair	\$100
10 HP Barnes Pump	FLY-9580280	Beyond Repair	\$100

“THAT THE GOVERNING BOARD authorize the Executive Director to dispose of the items listed in the schedule above in accordance with the District’s Disposal of Surplus Tangible Personal Property Policy.”

6. REGULAR AGENDA

A. CONSENT AGENDA ITEMS PULLED FOR DISCUSSION

5F. Change Orders to Current Contracts – to approve modifications

“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute Change Order 001 to Holtz Consulting Engineers, Inc. work authorization for Lift Station Telemetry Improvements in the amount of \$24,970.00”

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

B. Employee Insurance Benefits

Dr. Arrington reviewed the status of the renewal of employee insurance benefits

“That the District Governing Board authorize the Executive Director to renew our existing Florida Blue 03559 health insurance policy as presented.”

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

C. Jonathan Dickinson State Park

Dr. Arrington reviewed the memorandum and associated information in the Notebook, and asked the Governing Board to provide their input on the following:

1. Does the Governing Board want to weigh in on the potential development of golf courses and other non-resource-based recreation within Jonathan Dickinson State Park?

2. Does the Governing Board prefer to communicate via a resolution or a letter?
3. To whom should the resolution or letter be sent?
4. Should we wait to see what legislation may be presented by Senator Harrell and/or others in Tallahassee before providing our input?

The Governing Board supported bringing a draft letter for Board review and consideration at their December meeting. Dr. Arrington will work with Chairman Rockoff to develop a draft letter that, upon approval, could be distributed to (a) the Governor, (b) the DEP Secretary, (c) the Acquisition and Restoration Council Members (i.e., the board that would have voted to approve the revised management plans), and (d) all Florida legislators and senators.

7. REPORTS

- A. NEIGHBORHOOD SEWERING
- B. LEGAL COUNSEL'S REPORT
- C. ENGINEER'S REPORTS
- D. DIRECTOR'S REPORT

8. FUTURE BUSINESS

Future Business stood as written.

9. COMMENTS FROM THE BOARD

No Board comments were received.

10. ADJOURNMENT

“That the regular meeting of November 21, 2024 adjourns at 8:07 PM.”

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

BOARD CHAIRMAN

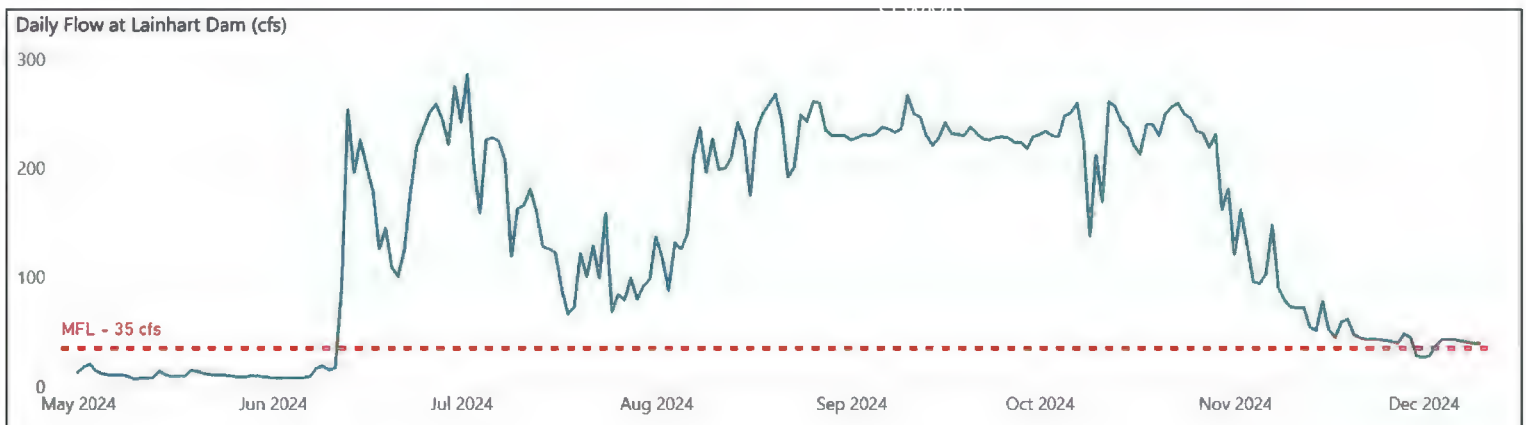
BOARD SECRETARY

RECORDING SECRETARY



Loxahatchee River Watershed Status 2024 Wet Season Summary

The wet season in South Florida typically runs from mid-May through October. This year we had record breaking rains in October, then an abrupt start to the dry season with less than an inch of rain in November. At our meeting we will present a summary of the wet-season rainfall, river flows, and flood control releases to the Loxahatchee River estuary.



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	≥ \$15,609,500	≥ 95%	≥ 85% but ≤ 105%	≥80%	≥ (30)	0	min ≥ 20 ‰	≤ 1 site > 200
Yellow	< 90%	≤ 25	1	≤1,500; 0	< 8.8	1	≤1875	≥ 2	-	< \$15,609,500	≥ 90%	≥ 80%	≥60%	< (30)	1	min ≥ 10 ‰	≤ 3 sites >200
Red	<75%	> 25	≥ 2	>1,500; ≥1	≥ 8.8	≥ 2	>1875	≥ 9	≥ 1	< \$10,406,330	< 90%	< 80% or > 105%	< 60%	< (60)	≥ 2	min < 10 ‰	≥ 4 sites > 200
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
2023 Baseline	1,451	13	0.0	1,124	7.0	0	1,296	6	0.0	\$ 44,656,875	106%	94%	90%	-39	2	23	4
2023	Nov	1,183	15	0	1,705; 1	7.1	1,255	0	0	\$ 43,936,002	101%	93%	81%	(46)	0	23.7	3
	Dec	1,021	14	0	45; 0	7.4	1,218	3	0	\$ 42,207,663	106%	100%	78%	(57)	0	9.9	2
2024	Jan	1,178	14	0	2,275; 0	7.4	1,209	1	1	\$ 41,429,932	104%	96%	87%	(64)	0	19.9	2
	Feb	1,689	15	0	2,405; 1	7.5	1,239	2	0	\$ 42,298,111	104%	95%	87%	(51)	0	25.3	1
	Mar	1,697	17	0	70; 0	7.4	1,101	3	0	\$ 41,568,281	103%	93%	65%	(49)	0	24.4	0
	Apr	1,162	15	0	2,858; 1	6.9	1,133	1	0	\$ 40,736,583	102%	92%	70%	(37)	7	32.5	1
	May	1,153	14	0	30; 0	6.6	1,146	15	1	\$ 42,588,420	102%	93%	62%	(52)	31	31.0	1
	June	2,870	9	0	20; 0	6.4	1,173	13	0	\$ 40,955,647	102%	92%	65%	(67)	22	20.1	6
	July	2,120	10	0	150; 0	6.3	1,075	1	0	\$ 41,437,745	103%	91%	68%	(69)	0	20.7	3
	Aug	1,258	14	0	2270; 0	6.5	1,098	7	0	\$ 42,122,353	102%	91%	73%	(75)	0	22.2	7
	Sept	970	14	0	70; 0	7.0	1,082	5	0	\$ 41,233,651	102%	90%	70%	(59)	0	16.2	6
	Oct	1,250	12	3	69; 0	7.5	1,159	4	0	\$ 40,298,745	89%	96%	see Kris' new Project Report		0	4.5	1
	Nov	1,007	14	0	81; 0	6.9	1,089	0	0	\$ 41,266,064	92%	110%			0	14.5	1
Consecutive Months at Green	0	8	1	3	186	43	169	1	6	182	0	0	0	0	5	0	2
Metric Owner	O'Neill	Pugsley	Dean	Dean	Pugsley	Pugsley	Pugsley	Dean	Horchar	Fraraccio	Fraraccio	Fraraccio	Dean	Dean	Howard	Howard	Howard

Metric	Explanation
People Educated	If we had one more visitor in November, we would have been green. Program participation rate was abnormally low at 82%, which impacted our overall visitation rate. Four normally successful programs (i.e., Science with Sam, Girl Scout Way, Friday Lecture, and our Boating Class) had quite low participation rates even though we called participants to remind them of the upcoming program.
Revenue	Revenues have improved from last month but remain lower than expected based on a straightline approach. Operating revenues were within one-quarter of one percent of budgeted revenues. Assessment revenue was 2.3% below projections and should be on target at the end of December due to normal payment cycles. Also, line charges are lagging significantly behind our projections. Interest revenue has improved relative to last month and is expected to continue to show meaningful improvement over the coming months (see Kara's memo for a more complete explanation).
Operating Expenses	Operating expenses were higher than expected based on straightline projections. Workers Compensation and General insurance premium payments, which are made in November for the full year, are driving this metric and will return to normal as the year unfolds.
Capital Projects (\$)	See Kris' new Project Report that communicates a detailed status update for our capital projects.
Capital Projects (time)	See Kris' new Project Report that communicates a detailed status update for our capital projects.
Salinity @ North Bay	During November, minimum salinity was below the target of 20 ppt on 5 days early in the month, which was somewhat of a relic effect from October rainfall. There were no flood control releases over S-46 in November. Salinities have stabilized through the second half of November in the optimal zone for marine organisms like seagrasses, and we expect this metric to be green in December. See Bud's report for more information.



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D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

TO: Governing Board
FROM: Administration Staff
DATE: December 19, 2024
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. Annual Dashboard – to receive and file
- B. Procurement Policy and Procedures – to approve policy updates
- C. Reauthorization of New Fleet Purchase for River Center Unit No. 60 -15-Passenger Ford Transit Van
- D. IQ518 Electrical and I&C Upgrades – to award Professional Engineering Services Contract
- E. Computer Network Equipment and Professional Services – to approve purchase
- F. ITB 24-003-00133: Lift Station General Construction Services – to approve contract renewal
- G. Fixed Asset Disposal - to approve disposal
- H. Change Orders to Current Contracts - to approve modifications
 - C1: Anaerobic Selector Zone Pilot Testing and Process Aeration System – Change Order 001
 - C2: Lift Station 082 Conversion – Contract Contingency
 - C3: Professional Engineering Services for 9278 Indiantown Road/20 Acres – Site Remediation: Change Order 004
 - C4: Plant Lift Station 001 Control Panel Purchase - Change Order 001

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 19th, 2024 as presented.”

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

Stephen B. Rockoff
CHAIRMAN

Kevin L. Baker
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

Dr. Matt H. Rostock
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Clinton R. Yerkes
BOARD MEMBER

Water Reclamation – Environmental Education – River Restoration



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D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

TO: Governing Board
FROM: D. Albrey Arrington, Ph.D., Executive Director
DATE: December 10, 2024
SUBJECT: Florida Statutes 189.0694 Special Districts performance measures and standards

Attached you will find the final draft of the LRD’s newly created annual dashboard pursuant to Florida Statutes Chapter 189.0694 Special districts; performance measures and standards. In addition to the dashboard, the subsequent pages provide the necessary text documenting and explaining the programs, activities, goals, objectives, and performance measures that were recommended by staff and authorized by the Governing Board.

I believe this effort is fully compliant with the spirit of Florida Statutes Chapter 189.0694. Therefore, I offer the following motion for your consideration:

“THAT THE DISTRICT GOVERNING BOARD receive and file LRD’s new annual dashboard in conformity with FS 189.0694 and direct staff to provide this annual dashboard report via the District’s website.”

Stephen B. Rockoff
CHAIRMAN

Dr. Matt H. Rostock
BOARD MEMBER

Kevin L. Baker
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

Clinton R. Yerkes
BOARD MEMBER



LOXAHATCHEE RIVER DISTRICT'S ANNUAL FS 189.0694 DASHBOARD

Goal	Performance Measure	Units	Standards			Actual Performance	
			Green	Yellow	Red	FY2023	FY2024
Regulatory Compliance	Regulatory Compliance	% of days in full compliance	100%	<100%	<99%	100%	100%
	Unauthorized Discharge of Sewage	gallons spilled per million gallons handled	<3.4	≥3.4	>6.8	2.9	2.9
	Max 3-month Mean Daily Influent Flow	% of permitted capacity	≤75%	>75%	>90%	65.0%	67.5%
	Industrial Pretreatment Inspections	% of inspections completed ontime	≥95%	<95%	<90%	98%	99%
Water Reuse	Water Reuse Efficiency	# of days treated effluent not available to be recycled	≤9	>9	>18	4	0
Customer Service	Customer Service	# blockages with damage in home per 10,000 customers	≤1	>1	>2.1	0.0	0.0
	Timely Engineering Plan Review	average response time (# business days)	≤5	>5	>7	1.7	1.5
Asset Management	Planned vs. Unplanned Maintenance	planned maintenance (# of work orders) ÷ total maintenance (# of work orders)	≥60%	<60%	<50%	72.5%	67.0%
	Wastewater Treatment Plant (WWTP) Rehabilitation Rate	WWTP renewal & replacement expenditures as a proportion of total WWTP asset value, based on 5-year moving average	≥1.7%	<1.7%	<0.7%	0.8%	0.8%
	Wastewater Pump Stations Rehabilitation Rate	pump station renewal & replacement expenditures as a proportion of total pump station value, based on 5-year moving average	≥2.0%	<2.0%	<1.9%	5.5%	4.8%
	Gravity Sewer System Condition	% of gravity lines and manholes inspected and in good condition (SL-RAT score ≥7), based on most recent 5-years	≥90%	<90%	<80%	93.8%	95.7%
Financial Stability	Affordability of Wastewater Fees	Percentile of Surveyed Wastewater Rates	<50 th	≥50 th	≥75 th	5 th	5 th
	Revenue [†]	% of budget	≥95%	<95%	<90%	110%	102%
	Operating Expenses	% of budget	≥90%	<90%	<80% or >100%	92%	90%
Public Engagement	Annual Audit	annual comprehensive financial report completed and posted in a timely manner	Yes	-	No	Yes	Yes
	People Educated by LRD	number of people	≥17,000	<17,000	<15,000	18,706	19,841
Workforce	Effective Staffing	% of employee turnover	<10%	≥10%	≥20%	9.5%	13.1%
	Employee Safety	total recordable injury rate (TRIR)	≤1.8	>1.8	>3.5	0.0	2.5
Accessible Environmental Data	WildPine Lab NELAC Certification	certified for non-potable water: general chemistry and microbiology	Yes	-	No	Yes	Yes
	Conduct, analyze, and report on environmental sampling	% of all relevant data accessible online through data visualizations and interactive reports	≥95%	<95%	<80%	100.0	100.0

[†] excludes revenue from assessments and capital contributions

Performance Measure

Explanation

WWTP Rehabilitation Rate

Recent efforts have focused on developing a 50-year conceptual site plan to accommodate longterm expansion, which has been completed. Over the next few years we will be working to replace aging facilities (e.g., warehouse, maintenance building, and biosolids processing facilities).

Employee Staffing

We had an unusually high turnover among "collections operator trainees" this year, which accounted for 36% of the observed turnover.

Employee Safety

We had two OSHA recordable injuries this fiscal year. Both employees are fine and have returned to work with no restrictions.

Pursuant to Florida Statutes 189.0694 the Loxahatchee River Environmental Control District (LRD) has identified the following programs, activities, goals, objectives, and performance measures, which are all derived from LRD’s enabled powers as provided in our enabling act ([Chapter 2021-249, Laws of Florida](#) as amended). Our mission statement, which is intended to summarize the legislative intent behind the creation of our agency, states “*We are dedicated to protecting public health and preserving the Loxahatchee River watershed and its natural habitats through innovative wastewater solutions, research, and environmental stewardship.*”

LRD staff are continuously focused on how our day-to-day efforts are directly related to protecting public health and preserving the Loxahatchee River. The programs, activities, goals, and objectives listed below were selected to reflect the complex and critical role of effective wastewater management in protecting public health and the Loxahatchee River watershed.

PROGRAM: SEWER SYSTEM OPERATION AND MANAGEMENT

ACTIVITY: Construct, acquire, and operate systems to collect, transmit, treat, dispose of, and beneficially reuse wastewater and associated products and byproducts

Goal 1. Regulatory Compliance: Our overarching goal is to avoid any warning letter or compliance action from Florida Department of Environmental Protection (FDEP) or the U.S. Environmental Protection Agency (EPA).

Objective: Ensure all operations meet or exceed state and federal regulations, including those set by the FDEP and the EPA.

Performance Measure: Regulatory Compliance – percent of days LRD was fully compliant with all applicable regulations

Standard: Green = 100% of days compliant; Yellow <100% of days compliant; Red <99% of days compliant (*red signifies failure to meet our objective, which is true for all metrics*)

Rationale: The LRECD expects to operate our sewer system in full compliance with our permitted operating conditions. As such, our nominal condition should be fully compliant with our existing DEP and EPA permit conditions.

Performance Measure: Unauthorized discharge of sewage (aka Sanitary Sewer Overflow)

Standard: Green <3.4 gallons of sewage spilled per million gallons of sewage handled; Yellow \geq 3.4 gallons of sewage spilled per million gallons of sewage handled; Red \geq 6.8 gallons of sewage spilled per million gallons of sewage handled.

Rationale: Our benchmark is based on the generic six sigma failure rate of 3.4 defects per million opportunities. If we spill less than 3.4 gallons of sewage per million gallons of sewage handled, then we would be green. We treat approximately 2.5 billion gallons of wastewater per year, so if we spill less than 8,500 gallons of sewage per year (8,500 = 2,500 million gallons/month x 3.4), our benchmark would be green. This benchmark is well understood and represents 99.99966% efficiency. We have set our yellow benchmark from 3.4 to 6.8 gallons of sewage spilled per million gallons of sewage handled (i.e., up to

17,000 gallons spilled per year). If our unauthorized discharges exceed 6.8 gallons of sewage per million gallons of sewage handled (e.g., 17,000 gallons of sewage spilled per year), then the metric would be red.

With respect to this metric, an unauthorized discharge of sewage, aka sanitary sewer overflow, refers to a non-permitted discharge of sewage (aka a sewage spill or overflow) when that discharge is related to the function or operation of the sewer system under control of the Loxahatchee River Environmental Control District. Overflows caused by customer-controlled systems or operations (e.g., homeowner turning off their power to a low-pressure pump station) as well as negligent impacts to the LRECD's sewer system by others (e.g., directional drill contractor negligently breaking a LRECD wastewater force main) are specifically excluded from this definition. These are excluded because they are outside of LRD's control.

Performance Measure: Max 3-month mean daily influent flow

Standard: Green $\leq 75\%$ of permitted capacity; Yellow $> 75\%$ of permitted capacity; Red $> 90\%$ of permitted capacity.

Rationale: This metric relates to our permit requirements to conduct a capacity analysis report and reflects our ability to serve new customers or additional flow from our current customers with our existing, permitted wastewater treatment and disposal facilities.

Performance Measure: Industrial Pretreatment Inspections

Standard: Green $\geq 95\%$ of scheduled inspections completed on time; Yellow $< 95\%$ of scheduled inspections completed on time; Red $< 90\%$ of scheduled inspections completed on time.

Rationale: We conduct industrial pretreatment inspections to determine if non-residential sewer customers should be classified as an industrial user, if they should be using any pretreatment technologies (e.g., grease interceptor for commercial food establishment), and if required pretreatment technologies are in place and functioning as intended. The timely execution of this inspection program is a key element in our proactive efforts to ensure continued, effective functionality of our wastewater collection and treatment system.

Goal 2. Water Reuse

Objective: Maximize the beneficial use of reclaimed water to preserve native surface and groundwater for the National Wild & Scenic Loxahatchee River.

Performance Measure: Number of days treated effluent was not available to be recycled, i.e., the number of days we disposed of treated effluent down our deep injection well because of ineffective or insufficient wastewater treatment. This metric does not count treated effluent that is not recycled because our reclaimed water storage lakes were full, i.e., due storage capacity limitations.

Standard: Green ≤ 9 days; Yellow > 9 days; Red > 18 days.

Rationale: If ineffective wastewater treatment requires our treated effluent to be disposed of (rather than recycled) for 9 or fewer days per year ($< 2.5\%$ of days), then we would be

green. If ineffective wastewater treatment requires our treated effluent to be disposed of (rather than recycled) for more than 9 days per year ($\geq 2.5\%$ of days), then we would be yellow. If ineffective wastewater treatment requires our treated effluent to be disposed of (rather than recycled) for more than 18 days per year ($\geq 5\%$ of days), then we would be red. This metric is intended to quantify missed opportunities to beneficially reuse our reclaimed water due to poor performance or process upsets within our wastewater treatment facility.

Goal 3. Customer Service

Objective: Provide exceptional customer service to our rate payers.

Performance Measure: The number of wastewater blockages caused by LRD assets that cause damage within a customer's home or business.

Standard: Green = ≤ 1 property damaged per 10,000 customers; Yellow > 1 property damaged per 10,000 customers; Red > 2.1 properties damaged per 10,000 customers.

Rationale: The LRD has 33,403 wastewater customers. We have selected one failure per 10,000 customers as our target benchmark. So, if we have three or fewer customers with damage inside their home or business resulting from failed or ineffective LRD assets, then we would be green. We have doubled that amount to determine a yellow condition ($3.34 \times 2 = 6.68$ which rounds to seven). More than 2.1 properties damaged per 10,000 customers (e.g., 7 such failures) will result in a red condition.

Performance Measure: The average response time, in business days, to review submitted engineering plans.

Standard: Green = ≤ 5 business days; Yellow > 5 business days; Red > 7 business days.

Rationale: Engineering plan review and approval is an important aspect of the LRD, because it ensures compliance with LRD's engineering standards. To respect and accommodate the schedules of our customers and their consultants (engineers), it is important that engineering plan review occurs in a timely manner. One business week, or 5 business days, has been determined to be a reasonable amount of time to conduct engineering review of submitted plans.

Goal 4. Asset Management

Objective: Regularly inspect, maintain, and upgrade wastewater infrastructure to prevent failures, reduce inflow and infiltration, and accommodate future growth and development.

Performance Measure: Planned maintenance as a percentage of total maintenance, where maintenance is measured in numbers of work orders completed per year.

Standard: Green $\geq 60\%$; Yellow $< 60\%$; Red $< 50\%$

Rationale: Maintaining assets is a critical exercise for wastewater utilities. Both planned and unplanned maintenance are essential, but generally planned maintenance is preferred because it proactively avoids breakdowns and allows work to be scheduled in a systematic manner whereas unplanned maintenance addresses issues after they occur and typically

have higher repair and labor costs. LRD's intent is to have a robust and fully implemented preventative maintenance program, so we minimize the need for unplanned maintenance and the associated unplanned downtime. These thresholds are based on general industry standards.

Performance Measure: Wastewater Treatment Plant (WWTP) Rehabilitation Rate

Standard: Green $\geq 1.7\%$; Yellow $< 1.7\%$; Red $< 0.7\%$

Rationale: This metric is derived from AWWA Wastewater Utility Benchmarking Report and conceptually represents the fraction of our assets that are budgeted for renewal or replacement in a given fiscal year. The metric is calculated by dividing the renewal and replacement funds by the total asset value. Because there can be significant variability year to year in these major capital investments, we report the 5-year moving average. These thresholds are based on the 50th and 75% percentile values published in the 2023 AWWA Wastewater Utility Benchmarking Report.

Performance Measure: Wastewater Pump Stations Rehabilitation Rate

Standard: Green $\geq 2.0\%$; Yellow $< 2.0\%$; Red $< 1.9\%$

Rationale: This metric is derived from AWWA Wastewater Utility Benchmarking Report and conceptually represents the fraction of our assets that are budgeted for renewal or replacement in a given fiscal year. The metric is calculated by dividing the renewal and replacement funds by the total asset value. Because there can be significant variability year to year in these major capital investments, we report the 5-year moving average. These thresholds are based on the 50th and 75% percentile values published in the 2023 AWWA Wastewater Utility Benchmarking Report.

Performance Measure: The percentage of gravity lines and manholes inspected and determined to be in good condition (i.e., SL-RAT score ≥ 7).

Standard: Green $\geq 90\%$; Yellow $< 90\%$; Red $< 80\%$

Rationale: The LRD is working to systematically assess all gravity lines and manholes every 5 years, i.e., 20% of gravity lines and manholes assessed per year. We use an acoustic sewer inspection tool (SL-RAT) to assess the condition of our gravity sewer lines and we visually assess manhole conditions while conducting the acoustic assessment. Manholes and gravity lines with a score ≥ 7 are deemed to be in good, fully-functional condition and improvements are not required. Manholes and gravity lines with a score from 4 to 6 are deemed to be in fair condition and require additional non-emergency work to restore full functionality. Manholes and gravity lines with a score from 0 to 3 are deemed to be blocked or in poor condition and require emergency work to restore functionality. By assessing 5-years of data, we will provide insight into the most recent condition assessment of these important assets.

PROGRAM: ORGANIZATIONAL GOVERNANCE

ACTIVITY: Implementation of established policies and procedures to control and operate the LRD.

Goal 5. Financial Sustainability

Objective: Maintain a balanced financial condition that ensures monies are available for necessary operating and capital expenditures, while striving to maintain an affordable rate structure.

Performance Measure: Affordability of wastewater rates

Standard: Green <50th percentile of surveyed wastewater utilities; Yellow \geq 50th percentile of surveyed wastewater utilities; Red \geq 75th percentile of surveyed wastewater utility rates.

Rationale: The LRD actively works to balance the competing demands of delivering reliable, high-quality services while keeping rates affordable for our consumers. This requires optimizing operational efficiency, investing in infrastructure, ensuring regulatory compliance, managing resources sustainably, and addressing long-term challenges like technology and capacity upgrades. To assess our cost-effectiveness, LRD benchmarks our wastewater rates against a minimum of fifteen (15) comparable wastewater utilities throughout Florida. In our comparison, we assume a 2-toilet home generates 5,000 gallons of wastewater per month and a 3-toilet home generates 7,000 gallons of wastewater per month.

Performance Measure: Earned Revenue

Standard: Green: earned revenue is \geq 95% of budgeted revenue estimates; Yellow: earned revenue is <95% of budgeted revenue estimates; Red: earned revenue is <90% of budgeted revenue estimates.

Rationale: This metric assesses the actual revenues collected as compared to the revenues anticipated in the budget. These revenues, both actual and budgeted, exclude revenues from assessments and capital contributions.

Performance Measure: Operating Expenses

Standard: Green: actual operating expenses were \geq 90% to 100% of budgeted operating expenses; Yellow: actual operating expenses were <90% of budgeted operating expenses; Red: actual operating expenses were <80% or >100% of budgeted operating expenses.

Rationale: This metric assesses the actual operating expenses incurred as compared to the operating expenses anticipated in the budget.

Goal 6. Public Engagement

Objective: Conduct LRD business openly and transparently so that the public can be as informed and engaged as they want to be with the governance of the LRD. Also, we engage the public through environmental education opportunities provided to our community within the watershed.

Performance Measure: Annual audit conducted by a qualified CPA firm and published to the LRD website within the required timeframe.

Standard: Green: if the annual comprehensive financial report is completed and posted in a timely manner; Red: if the annual comprehensive financial report is not completed and posted in a timely manner.

Rationale: The LRECD enabling act and the Florida Constitution requires special districts have their financial statements audited annually by an independent certified public accountant (CPA). The audit report must be submitted to the Florida Auditor General and the governing board of the district. These requirements were developed to ensure transparency, accountability, and proper management of public funds. Because audits can only be conducted following the closure of the fiscal year, this metric will be reported annually for the fiscal year preceding the immediately closed fiscal year, i.e., the 2024 annual dashboard will be published on or before December 31, 2024 and will provide an assessment of the FY2023 audit because the FY2024 audit will be in process.

Performance Measure: Provide environmental education to community members to foster a sense of environmental stewardship for the Loxahatchee River’s diverse watershed as authorized in the LRD’s enabling act.

Standard: Green $\geq 17,000$ people educated; Yellow $< 17,000$ people educated; Red $< 15,000$ people educated

Rationale: The LRECD enabling act empowers LRD to conduct environmental education as necessary and appropriate to minimize damage to the area’s resources and environment, to prevent additional environmental problems from being created, and to provide education regarding solutions to existing problems. The stated thresholds are based on expected performance.

Goal 7. Workforce

Objective: Maintain and develop an educated, effective, and safe workforce, because knowledgeable, effective, and safe workers are critical to meet the demands of operating and maintaining our wastewater treatment systems and assets.

Performance Measure: Effective staffing

Standard: Green $< 10\%$ employee turnover; Yellow $\geq 10\%$ employee turnover; Red $\geq 20\%$ employee turnover.

Rationale: Some employee turnover is healthy for any organization, but excessive employee turnover strains existing staff, decreases productivity, exacerbates employee errors, and increases costs (hiring and training costs).

Performance Measure: Total Recordable Injury Rate (TRIR)

Standard: Green ≤ 1.8 ; Yellow > 1.8 ; Red > 3.5

Rationale: We want our workforce to work safely, because avoiding injury is good for our individual team members and our rate payers. The 2023 AWWA Wastewater Utility Benchmarking Report listed 1.8 and 3.5 as the 50th and 75th percentiles, respectively.

PROGRAM: ENVIRONMENTAL ASSESSMENT

ACTIVITY: Assess water quality, critical habitats, and environmental health within the Loxahatchee River watershed.

Goal 8. Accessible Environmental Data

Objective: Contribute to the understanding of the health of the Loxahatchee River through systematic monitoring, assessment, and reporting of relevant environmental parameters within the Loxahatchee River watershed.

Performance Measure: Maintain LRD WildPine Ecological Lab's continued certification of compliance with the NELAC Institute Standards for non-potable water: general chemistry and microbiology

Standard: Green = NELAC certification continued for non-potable water: general chemistry and microbiology; Yellow = NELAC certification continued for non-potable water: general chemistry or microbiology; Red = NELAC certification discontinued for non-potable water: general chemistry and microbiology.

Rationale: The LRD WildPine Ecological Laboratory is certified through the Florida Department of Health as National Environmental Laboratory Accreditation Program (NELAP) compliant in the examination of non-potable water (e.g., surface water, stormwater, groundwater, reclaimed water) for microbiology and general chemistry analyses. The Laboratory certification number is E56026. Maintaining this certification demonstrates the Lab's technical ability to perform water quality analyses.

Performance Measure: Conduct, analyze, and report on environmental sampling (i.e., water quality, seagrass, oyster spat) conducted within the Loxahatchee River watershed. Reports will predominantly be comprehensive data visualizations and interactive reports (e.g., Power BI) published to the LRD website.

Standard: Green: $\geq 95\%$ of all relevant data accessible online through data visualizations and interactive reports; Yellow: $\geq 80\%$ of all relevant data accessible online through data visualizations and interactive reports; Red: $< 80\%$ of all relevant data accessible online through data visualizations and interactive reports.

Rationale: The long-term environmental monitoring conducted by LRD provides key information used by federal (US Army Corps of Engineers, EPA), state (DEP, SFWMD), and local (Palm Beach County, Martin County, Health Departments) agencies when working to understand spatial and temporal trends and current conditions of various environmental factors within the Loxahatchee River watershed. As the LRD collects relevant environmental samples, they are processed, analyzed, reviewed for quality assurance and quality control, and published to our Power BI interactive dashboards, which are all publicly assessable through our public website (i.e., <https://loxahatcheeriver.org/river/>).

Florida Statutes 189.0694 Special districts; performance measures and standards.

- (1) *Beginning October 1, 2024, or by the end of the first full fiscal year after its creation, whichever is later, each special district must establish goals and objectives for each program and activity undertaken by the district, as well as performance measures and standards to determine if the district's goals and objectives are being achieved.*
- (2) *By December 1 of each year thereafter, each special district must publish an annual report on the district's website describing:*
 - a. *The goals and objectives achieved by the district, as well as the performance measures and standards used by the district to make this determination.*
 - b. *Any goals or objectives the district failed to achieve.*

History.—s. 7, ch. 2024-136.

By October 1, 2024 LRECD must identify the programs and activities that are undertaken by the District, and for each program and activity we must establish goals and objectives, and for each objective we must establish performance measures and standards.

- I. Program
 - a. Activity
 - i. Goal
 - ii. Objective
 - 1. Performance Measure(s)
 - 2. Standards (benchmarks) – any metric scored green signifies we have positively achieved our objective; any metric scored yellow indicates we have minimally achieved our objective; any metric scored red signifies we have failed to meet our objective

LRECD Legislative Intent: It is hereby declared to be the intent of the Legislature that the best interests of public health, safety, and welfare of the area within the boundaries of the Loxahatchee River Environmental Control District necessitates the formation of a separate local agency of government with powers designed to meet the particular needs of said area. It is further the intent of the Legislature that such needs be met in such a way as to cause minimum damage to the area's resources and environment and prevent additional environmental problems from being created, as well as providing solutions to existing problems.



LOXAHATCHEE RIVER DISTRICT

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D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

To: LRD Administrative Committee
From: Kara Fraraccio, Director of Finance and Administration
Date: December 13, 2024
Subject: Procurement Policy Update

District staff relies on our Procurement Policy document for guidance and direction when purchasing goods, supplies, and services. The last revision to this policy was approved by the Governing Board in December 2022. Following this memo, you will find the draft Procurement Policy with recommended revisions shown using track changes.

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

1. We continue to systematically work to improve the clarity and semantics of the language used throughout the policy.
2. Defining *Non-Appropriation Clause* as a contract clause that allows the District to terminate an agreement if the necessary funds are not allocated or budgeted for the contract.
3. Defining *Preferred Vendor* as a chosen supplier based on several factors including but not limited to quality, price, customer service and/or has intricate knowledge of the District's assets/infrastructure and waive the standard quote process when it is determined to do work that would be in the best interest of the District.
4. Section 2.08 CONTRACT RENEWALS AND CONTINUING CONTRACTS (1) – We have added language to include multi-year contracts and the requirement for a Non-Appropriation Clause.

A Contract for goods, services, or construction may be entered into for more than one (1) fiscal year if it is deemed to be in the best interest of the District. Obligations for succeeding fiscal years will be subject to the availability and appropriation of funds by the District Governing Board. The award of a Contract does not constitute a commitment to appropriate funds after the current fiscal year in which the Contract is awarded. When funds are not appropriated to support continuation of performance in a subsequent fiscal year, the Contract will be cancelled with no harm accruing to the District. District multi-year contracts must include the following non-appropriation clause:

Stephen B. Rockoff
CHAIRMAN

Kevin L. Baker
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

Clinton R. Yerkes
BOARD MEMBER

If the total consideration for this Contract/Purchase Order is subject to multi-year funding allocations, funding for each applicable fiscal year of this Contract/Purchase Order will be subject to District Governing Board budgetary appropriation. In the event the District does not approve funding for any subsequent fiscal year, this Contract/Purchase Order shall terminate upon expenditure of the current funding, notwithstanding other provisions in the Contract/Purchase order to the contrary.

If the contractor does not agree to the non-appropriation clause, the contract or purchase order must terminate at the end of the fiscal year.

The District's multi-year contracts that are funded by sources other than ad valorem taxes, such as the District's rates, fees and charges, and the District's non-ad valorem assessments for neighborhood sewerage do not require voter approval. Bonds and multi-year contracts that are funded by ad valorem taxes require voter approval.

5. Added Section 2.10 Preferred Vendors – We have added language to include Preferred Vendor provisions.

2.10 PREFERRED VENDORS

The competitive bidding procedures outlined above in Section 2 shall not be required for Preferred Vendors. The purchase originator must submit a completed form along with purchase requisition and approved by Executive Director for services or goods that fall under at least one of the following conditions.

- 1) *The primary work cannot be correctly determined in advance, prohibiting the ability to obtain advance bids or competitive quotes*
- 2) *The vendor is currently on-site performing services acquired pursuant to this Administrative Procedure and has the expertise to perform specialized work which is needed immediately*
- 3) *The vendor has unique, relevant knowledge of the District's assets/infrastructure, specifications, policies, procedures and preferences, or applicable regulatory requirements which cannot be replicated by another vendor efficiently and in a timely manner*
- 4) *Other reasons that are explained in detail via memorandum to the Executive Director.*

A properly completed preferred vendor justification form must be completed and attached with the requisition and sent for the approval process with final approval from Executive Director. No purchase under the Preferred Vendor shall exceed the purchasing authority of the Executive Director.

The Purchasing Agent will annually compile a list of Preferred Vendors with

the annual amounts spent and submit for approval to the Executive Director and District Governing Board if annual amount is above Executive Director purchasing authority.

6. Section 2.13 RESPONSIBILITIES OF THE DISTRICT AND VENDOR
(2)i – We have added language regarding insurance requirements.

Provide current Certificate of Insurance and Worker’s Compensation or an Exemption from the State, where applicable, when providing work or services on District property.

The normal schedule for reviewing the Procurement Policy is every 2 years, which would be in December 2026. However, due to staff workload, I am requesting that the next revision be May 2027.

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

“THAT THE DISTRICT GOVERNING BOARD ratify and approve the attached Procurement Policy and direct the Executive Director to implement the policy with an effective date of December 20, 2024, and allow for the next review take place in May 2027.”

Effective Date: 12/20/2024

Revision dates: 11/1/2001; 10/27/2010; 06/20/2013; 5/26/2016; 06/16/2016; 06/21/2018; 11/16/2018; 12/13/2018; 12/18/2020; 12/16/2022; 12/20/2024~~November 1, 2001~~

~~Revised October 27, 2010~~

~~Revised June 20, 2013~~

~~Revised May 26, 2016~~

~~Revised June 16, 2016~~

~~Revised June 21, 2018~~

~~Revised November 16, 2018~~

~~Revised December 13, 2018~~

~~Revised December 18, 2020~~

~~Revised December 16, 2022~~



**LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
PROCUREMENT POLICY**

1.0 — EXECUTIVE SUMMARY

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

1.01 AUTHORITY

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

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

The following are unauthorized purchasing practices:

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

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

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

1.02 DEFINITIONS

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

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

- 12) **Design Criteria Professional** – means a firm who holds a current certificate of registration under chapter 481 to practice architecture or landscape architecture or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes to practice engineering and who is employed by or under contract to the agency for the providing of professional architect services, landscape architect services, or engineering services in connection with the preparation of the design criteria package.
- 13) **District** – means the Loxahatchee River Environmental Control District, a special district created by the Florida Legislature under Chapter 71-822, Special Acts of Florida 1971 and restated by codification in Chapter 2002-358, Laws of Florida.
- 14) **Electronic Meeting System** – a cloud-based software platform that provides a digital space for the District to conduct business meetings (e.g., MS Teams).
- 15) **Electronic Posting or Electronic Post** – means the noticing of solicitations, agency decisions or intended decisions, or other matters related to procurement on a centralized Internet website designated by the District for this purpose.
- 16) **Emergency Purchase** – means an expeditious purchase of goods, services, consultant services or construction services to reduce an imminent or existing threat to the health, safety, or welfare of persons or property within the District, as provided for in Section 2.09 of this Procurement Policy.
- 17) **Invitation to Bid or ITB** – means a written or electronically posted solicitation for competitive sealed bids for the purchase of goods, services, or construction. The invitation for bid is used when the District is capable of specifically defining the scope of work for which the contractual service is required or when the District is capable of establishing precise specifications defining the actual commodity or group of commodities required.
- 18) Invitation to Negotiate or ITN – means a written or electronically posted solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of goods or services.
- 19) Non-Appropriation Clause – means a contract clause that allows the District to terminate an agreement if the necessary funds are not allocated or budgeted for the contract.
- 18)20) Preferred Vendor – means a chosen supplier based on several factors including but not limited to quality, price, customer service and/or has intricate knowledge of the District's assets/infrastructure and waive the standard quote process when it is determined to do work that would be in the best interest of the District.
- 19)21) Public Sector Bidding Marketplace – means an online agency for posting bid documents that notifies suppliers of upcoming bids (e.g., DemandStar.com).
- 20)22) Purchase Order or PO – means a legal document authorizing the purchase of and subsequent payment for materials, supplies, equipment, construction, repairs, services, etc.
- 21)23) Purchase Requisition – serves to inform the Purchasing Department of the needs of a specific user and to define correctly the material or service requested, and is required for the purchase of any items not of an emergency nature and not covered under Petty Cash, P-Card, or Check Request.
- 22)24) Purchasing Principal – means the representative of the District who is authorized to procure materials for the District or his/her designee.
- 23)25) Request for Information or RFI – means a written or electronically posted request made

by an agency to vendors for information concerning commodities or contractual services. Responses to these requests are not offers and may not be accepted by the District in the form of a binding contract.

- ~~24)~~26) **Request for Proposal or RFP** – means a written or electronically posted solicitation for competitive sealed proposals for goods, consultant services, and/or other services. A Request for Proposals is used when it is not practicable for the District to define specifically the scope of work for which the commodity, group of commodities, or contractual service is required and when the District is requesting that a responsible vendor propose a commodity, group of commodities or contractual service to meet the specifications of the solicitation document. Evaluation of a proposal or response is based on prior established criteria, which involves more than price. The RFP shall provide the evaluation criteria and state the relative importance of price and applicable evaluation criteria.
- ~~25)~~27) **Request for Quote or RFQ** – means an oral, electronic, or written informal request for written pricing or services information from a vendor for goods or services.
- ~~26)~~28) **Responsible Vendor or Responsible Bidder** – means a vendor or bidder who has capability in all respects to perform fully the contract requirements and the integrity and reliability that will assure good faith performance.
- ~~27)~~29) **Responsive Bid or Responsive Proposal or Responsive Reply** – means a bid, proposal, or reply submitted by a responsible bidder, which conforms in all material respects to the solicitation.
- ~~28)~~30) **Responsive Vendor or Responsive Bidder** – means a vendor or bidder that has submitted a bid, proposal, or reply that conforms in all material respects to the solicitation.
- ~~29)~~31) **Sole Source** – means a sole source (A.K.A. single source) purchase exists when research has determined there is only one potential vendor for the good or service.
- ~~30)~~32) **Substitution** – means a shipment of an item that materially conforms to the specifications, but is technically different from the item bid.

2.0 COMPETITIVE SOLICITATION REQUIREMENTS

The District will comply with the competitive solicitation requirements of:

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

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

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

The above chart represents the minimum procurement process requirements. The Purchasing Principal has discretion to determine whether a good or service requires a more comprehensive process (i.e. a determination that a particular good or service in Category One or Two requires additional quotes, a competitive sealed bid or RFP.) Nothing in this Procurement Policy should be construed as limiting the Executive Director's authority to execute multiple Contracts for materials, supplies, and services to one vendor that exceeds \$65,000 cumulatively, so long as the materials, supplies, and services are for separate projects and each project does not exceed \$65,000; however, purchases may not be structured into multiple transactions to fall into a lower Competitive Threshold Category. Purchase Dollar Amount thresholds are measured by project and based on the Contract amount for the Contract term, or where no term is specified on a fiscal year period.

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

2.01 OBTAINING QUOTES

- 1) For purchases of goods or services in Category One, the Purchasing Principal shall obtain at least one quote or relevant pricing information. Quotes may be obtained by any employee but must be forwarded with the Purchase Requisition to the Purchasing Principal for review and processing.
- 2) For purchases of goods or services in Category Two, the Purchasing Principal shall obtain through

a request for quotes at least three written quotes. Each written quote should detail the quantity and description of the item purchased. Vendors must complete and return the written quote within the designated time period. The Purchasing Principal will then review the quotes and obtain any necessary employee input relating to which vendor has submitted the best, responsive, and responsible quote meeting the specifications. Written quotes must have the name of the individual person providing the quote. An email is an acceptable form of a written quote. For exceptions, see Section 2.06.

- 3) Substitution requires the approval of the Purchasing Principal prior to shipment. Any products delivered that do not meet specification, or substitute products shipping without prior approval, will be returned to the vendor at the vendor's expense. When a shipment or product is returned, the vendor must make immediate replacement with acceptable merchandise or the District may seek all available remedies for default.

2.02 COMPETITIVE SELECTION

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

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

2.03 BIDS AND PROPOSALS

- 1) **Packages** – Bid packages or requests for proposal must be prepared with the appropriate terms and conditions and detailed specifications, including items to be bid, units, and total(or estimated) quantity desired, instructions for bidding, delivery information, and any special requirements for bidding. Where possible, the District’s standard bid or proposal format should be used. Assigned dates and time for pre-bid meetings, if any, and for the public bid opening must be included. If the pre-bid conferences are mandatory, arepresentative from the bidder’s firm must attend or its bid will be rejected. If a mandatory pre-bid conference is held via an Electronic Meeting System, an attendance record will be kept by the Purchasing Principal. An invitation will be sent to all plan holders at least 24 hours prior to the meeting. Bids and RFPs will be publicly opened and read at the time designated in the documents. The timing of the release of sealed bids/proposals, as public records, will be in accordance with Chapter119 of the Florida Statutes.
- 2) **Bid/Proposal Submissions** – A bid/proposal must be submitted on the District’s forms, signed by a legal officer of the company, and provide all requested information; otherwise,the bid/proposal is subject to being rejected.

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

The entire bid/proposal, including cover letter, all instructions, addenda and addenda acknowledgement form, if any, and actualbid form must be electronically uploaded to a Public Sector Bidding Marketplace (e.g. DemandStar.com) before the designated bid opening date and time. Failure to read or comply with the bids or RFPs general information will in no way relieve the bidder(s) from their liabilities arising in the ITBs/RFPs.

Any questions to an ITB or RFP must be provided in writing in accordance with the ITB or RFP requirements. All written questions will be answered in writing and provided to all bidders/proposers in the form of addenda. All addenda issued are deemed part of the ITB or RFP. [The Addenda Acknowledgement Form must be included with the bid response.](#)

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

equivalent item(s), it will be assumed that the bidder is bidding on, and will be required to furnish, goods identical in every respect to the bid standard. Only one alternate per item number, as close to specifications as possible, will be allowed. If more than one alternate on an item is submitted, the District will only consider one alternative that it determines is equal or equivalent and the remaining alternatives will not be considered.

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

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

- 5) **Bonds – Bid, Performance, and Payment** – When bid bonds are required, the bonds must be delivered to the District within 48 hours of the bid opening. The bonds must be in the form of a certified check or cashier's check, treasurer's check, or bank draft of any national or state bank (personal or company checks are not acceptable), or bid bond in the amount as specified in the bid documents. Unless otherwise specified in the ITB, bid deposit checks or bonds (if requested) will be returned to the successful bidder following acceptance of a signed Contract and receipt of the Public Construction Performance and Payment Bond, if required. Bid deposit check and bonds (if requested) posted by the unsuccessful bidders will be released in accordance with the timeframes provided in the ITB. Bids received without a bid deposit or with a bid deposit in an amount less than the required will be deemed non-responsive.

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

All bonds shall be in the form prescribed by laws and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch,

U.S. Department of the Treasury. The surety company must be licensed to do business in the State of Florida, hold a certification of authority authorizing it to write surety bonds in this state, have twice the minimum surplus and capital required by the Florida Insurance Code at the time the ITB is issued and be otherwise in compliance with the provisions of the Florida Insurance Code.

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

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

RATINGS SCHEDULE

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

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

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

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

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

- 7) **Request to Withdraw Bid/Proposal** – A request for withdrawal will be granted if received by the District in writing at any time before the bid opening. The Board may grant a request for withdrawal, if received by the District in writing at any time before execution of a Contract with the bidder/proposer.

- 8) **Tie Bids** – Unless the Bid or Request for Proposal stipulates criteria for determination of an award for tie bids the criteria below will be used when two or more vendors submit the exact same dollar amount as their bid offer, or if two or more firms are deemed equal with respect to price, quality, and service. In order of importance, the following criteria will be used to break a tie:
- a) **Drug Free Work Place** – In accordance with Section 287.087 of the Florida Statutes, a drug-free workplace will be given preference. In order to receive preference, a signed certification of compliance must be submitted with the bid response.
 - b) **Contractor Safety Management Plan** – In accordance with the District’s Contractor Safety Management Policy, the District may give preference to a contractor whose safety qualifications are ranked the highest.
 - c) **Local Preference** – When prices, quality and other considerations are essentially identical, the bidder with a place of business in Martin or Palm Beach County may be given preference.
 - d) **Toss of the Coin.**
- 9) **Bidders Liability** – If a bidder fails to enter into any Contract with the District based on the submitted bid, bidder acknowledges that bidder is liable to the District for all costs to re-bid the project as well as the difference between the agreed bid price and the price the District pays to secure the merchandise from another source. Failure to pay said amount to the District upon demand will result in the bidder being debarred and therefore, ineligible to submit Bids, proposals, or quotes to the District for a period of not less than three (3) years from date of the infraction.
- 10) **Tax Savings Program** – In order to limit the Florida Sales Tax upon a project and pursuant to Florida Statutes, and particularly Rule 12 A-1.094 (3), Florida Administrative Code, purchases under this procedure are exempt from competitive procurement.
- a) The District shall issue a Certificate of Entitlement to the Contractor certifying: (1) that the materials and supplies purchased will become part of a public facility; and (2) that the District will be liable for any tax, penalty, or interest due should the Department of Revenue later determine that items purchased do not qualify for exemption.
 - b) The District shall provide to Contractor a requisition form to be utilized for purchase of those supplies, materials and equipment (SME) described in this Procurement Policy. The District reserves the right to, at any time during the term of the project, add to, delete from, or modify the description of supplies, materials, and equipment described herein, at the District's sole discretion.
 - c) Requisition forms will only be issued for the SME described in this Procurement Policy. Such forms must be prepared and submitted by the Contractor to the District. Such form must be submitted in sufficient time for review and consideration by the District so that the materials may be acquired directly by the District and delivered to the project site in sufficient time to assure its availability at the time that it is needed and so as not to delay progress of the project. It shall be the responsibility of contractor to assure that such requisition forms are submitted to the District's representative for approval by the District with sufficient time for the District’s review and processing, such that no delay shall affect the need for or order of the item. It shall be the responsibility of Contractor to assure the subcontractors, sub-subcontractors, specialty contractors and others have the materials sought to be requisitioned on hand at the time required for installation in accordance with

the project schedule.

- d) The District will issue Purchase Orders to the appropriate vendors as designated and shown upon requisition forms. A copy of the Purchase Order will be returned to the Contractor.
- e) Upon delivery of the material purchased to project site, a delivery ticket shall be signed by a representative of District and by doing so the District shall take title of the materials delivered. Delivery ticket must be attached to the invoice to District, to be forwarded through Contractor.
- f) The Contractor must submit invoices addressed to the District in a timely manner to allow District to take advantage of any applicable discounts. The District will issue payment of invoices for materials purchased as described in this procedure directly to the vendor to whom the Purchase Order was issued.
- g) Contractor shall prepare a complete list of instructions to be distributed to all applicable subcontractors with the procedures to be followed under the Sales Tax Savings Procedures. These instructions shall cover those matters hereinafter set forth.
- h) Materials, supplies, and equipment acquired using this procedure are subject to the warranty provisions as required by the Contract between the Contractor and the District. Contractor acknowledges that District will be ordering materials for said project pursuant to the ability to benefit from the tax savings provisions of this agreement. Contractor further agrees that it is responsible for acceptance of delivery, storage, and installation of products ordered by the District. Further, Contractor is liable for all loss or damage to products subsequent to delivery of those products from the vendors or suppliers.
- i) Foregoing procedure is for limiting Florida Sales Tax upon the project pursuant to Florida Statutes and particularly Rule 12 A-1.094(3), Florida Administrative Code. Provisions hereof and procedures shall be construed in order to carry out the intent of the parties. Provisions hereof and procedures established hereby may be amended by District at any time, upon any indication that such change, amendment or alteration is necessary to assure non-taxable sales tax treatment of the project.
- j) The Contractor is responsible for any defects, storage, delivery, and installation set forth in the contract documents for all materials, products, and systems purchased by the District. The Contractor must maintain as a part of the required Builders' Risk Insurance, or other insurances being provided, full replacement coverage for all items purchased by the District under this Sales Tax Savings Procedure.

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

- a) Notice of Protest – Notice of all District decisions or intended decisions will be made by electronic posting on the District's Purchasing web page and on a Public Sector Bidding Marketplace (e.g., <https://loxahatcheeriver.org/governance/purchasing-bids/> or <https://www.demandstar.com>). Any person adversely affected by a bid or request for proposal must file a notice of protest in writing, within three (3) business days from the date on the notice of the decision. A formal written protest must be filed within ten (10) business days after the protesting party files the notice of protest. All timeframes above

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

Executive Director shall certify in writing to the Board that there was no resolution, provide the protestor with a copy of the certification.

- f) **Quasi-Judicial Hearing** – Within seven (7) business days from receipt of written certification that there was no resolution, the protestor may provide a written request that the matter be heard before the District Board in a quasi-judicial hearing. Failure to provide a written request to the Board within seven (7) business days of notice shall constitute waiver of any protest. Upon receipt of a written request, the Board may, in its discretion, request a written response from the Executive Director, and/or schedule the matter for hearing before the Board. Within seven (7) business days from the conclusion of the hearing, the Board will provide a written final decision on the matter to the protestor.

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

2.04 COMPETITIVE NEGOTIATION

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

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

- 1) **Written Request** – The Purchasing Principal shall submit a request in writing to the Board detailing the necessity to contract by negotiation, the proposed steps to be followed by the District in negotiating the Contract, and the proposed vendors that will be used in the negotiations. The Board's intended decision to contract by negotiation will be posted in the Purchasing Principal's office.
- 2) **Public Notice** – The District shall publicly advertise each instance in which services or goods are being sought and provide a general description of the project/goods. The notice must indicate how interested parties may apply for consideration and must indicate the criteria required to be submitted in any responsive letter of interest. The public notice must also include a reference to the bid protest provisions set forth in Section 2.03(10).
- 3) **Letter of Interest** – Pursuant to the public notice, a firm desiring to provide services for a project must timely submit a letter of interest containing evidence of current professional status, capabilities, adequacy of personnel, past record and related experience, list of sub-consultants, and other information required by the notice necessary for the District to evaluate whether the firm is qualified. For contracts for the purchase of goods, each vendor shall provide a final firm price, terms, and conditions for the specific commodity/contractual service offered.
- 4) **Competitive Selection** – The Purchasing Principal shall evaluate each letter of interest

submitted regarding qualifications and performance ability and will conduct discussions with and may require public presentations by responding firms regarding their qualifications, approach to the project, and ability to furnish the services required pursuant to the terms of the notice. The Purchasing Principal shall select and list not less than three firms, in order of preference, deemed to be the most highly qualified to perform the required contractual services and/or provide the required commodity after consideration of the factors set forth in the notice. The District may select and list less than three vendors only when there are less than three vendors which may offer the services or goods desired by the District. In determining whether a firm is qualified, the agency must consider such factors as ability of professional personnel; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firm; financial soundness of the firm; and the volume of work previously awarded to the firm. The Purchasing Principal will then recommend to the Board that competitive negotiations be instituted with the firms selected. The Board may amend the Purchasing Principal's recommendations.

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

2.05 CONSULTANTS COMPETITIVE NEGOTIATION ACT – DESIGN BUILD

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

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

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

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

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

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

2.06 TRANSACTIONS EXEMPT FROM COMPETITIVE PROCUREMENT

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

2.06.01 Typical Exceptions

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

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

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

District and the services are to be performed by the vehicle or equipment manufacturer, manufacturer's service representative, a distributor of the manufacturer's equipment or when at least three (3) responsible services have been evaluated, the services may be procured without bid.

- 42) Surplus or used goods that are procured from a government auction such as govdeals.com.
- 43) Multiple quantities of a single item of common operational supplies

2.06.02 Public Construction Project Exemptions

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

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

2.06.03 Sole Source, Piggybacking, Cooperative Purchases, and Standardization

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

- 1) Sole Source:
 - a) If the Purchasing Principal determines that a service or good is available from a single source and the total cost is within Category One or Two, then the purchase may be excepted from procurement requirements, in writing, upon filing a written statement stating the conditions and circumstances requiring the purchase and filing the written statement in Accounting.

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

negotiate purchase of standardization products on a sole source basis. Periodic reviews of the standardization designations should be completed by the using department to ensure standardization requirements are being met and are still in effect. Said reviews should be completed at a minimum of every four years and documentation shall be maintained by the Purchasing Principal to show compliance. Levels of purchasing authority shall be followed to procure standardized products. The Board must approve any changes to the list of standardized products.

2.07 WAIVER OF COMPETITIVE PROCUREMENT

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

2.08 CONTRACT RENEWALS AND CONTINUING CONTRACTS

- 1) A Contract for goods, services, or construction may be entered into for more than one (1) fiscal year if it is deemed to be in the best interest of the District. Obligations for succeeding fiscal years will be subject to the availability and appropriation of funds by the District Governing Board. The award of a Contract does not constitute a commitment to appropriate funds after the current fiscal year in which the Contract is awarded. When funds are not appropriated to support continuation of performance in a subsequent fiscal year, the Contract will be cancelled with no harm accruing to the District. District multi-year contracts must include the following non-appropriation clause:

If the total consideration for this Contract/Purchase Order is subject to multi-year funding allocations, funding for each applicable fiscal year of this Contract/Purchase Order will be subject to District Governing Board budgetary appropriation. In the event the District does not approve funding for any subsequent fiscal year, this Contract/Purchase Order shall terminate upon expenditure of the current funding, notwithstanding other provisions in the Contract/Purchase order to the contrary.

If the contractor does not agree to the non-appropriation clause, the contract or purchase order must terminate at the end of the fiscal year.

The District's multi-year contracts that are funded by sources other than ad valorem taxes, such as the District's rates, fees and charges, and the District's non-ad valorem assessments for neighborhood sewerage do not require voter approval. Bonds and multi-year contracts that are funded by ad valorem taxes require voter approval.

- ~~1)~~ Unless otherwise specified in the Contract, Contracts for goods and services may be renewed for an additional term not to exceed the original Contract period unless the original Contract period is 24 months or less, in which case the Contract may be renewed for up to three one-year periods. Renewal of the Contract will be by mutual agreement in writing and will be subject to the same terms and conditions set forth in the initial Contract. If the service or good is purchased because of the solicitation of bids or proposals, the cost of any contemplated renewal must be included in the invitation to bid or the request for proposals. Renewals are contingent upon a satisfactory

performance evaluation by the District as determined by the Purchasing Principal, in his/her sole discretion. The Purchasing Principal may seek assistance in making the determination from the appropriate Department Head. Generally, “satisfactory performance” involves completion of all Contract terms and conditions in the time prescribed in the Contract for the amounts set forth in the Contract.

- 2) Nothing in this Procurement Policy shall be construed to prohibit a Continuing Contract between a firm and the District consistent with the requirements of applicable law.

2.09 EMERGENCY PURCHASES OF SERVICES OR GOODS

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

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

2.10 PREFERRED VENDORS

The competitive bidding procedures outlined above in Section 2 shall not be required for Preferred Vendors. The purchase originator must submit a completed form along with purchase requisition and approved by Executive Director for services or goods that fall under at least one of the following conditions.

- 1) The primary work cannot be correctly determined in advance, prohibiting the ability to obtain advance bids or competitive quotes
- 2) The vendor is currently on-site performing services acquired pursuant to this Administrative Procedure and has the expertise to perform specialized work which is needed immediately
- 3) The vendor has unique, relevant knowledge of the District’s assets/infrastructure, specifications, policies, procedures and preferences, or applicable regulatory requirements which cannot be replicated by another vendor efficiently and in a timely manner
- 4) Other reasons that are explained in detail via memorandum to the Executive Director.

A properly completed preferred vendor justification form must be completed and attached with the requisition and sent for the approval process with final approval from Executive Director. No purchase under the Preferred Vendor shall exceed the purchasing authority of the Executive Director.

The Purchasing Agent will annually compile a list of Preferred Vendors with the annual amounts spent and submit for approval to the Executive Director and District Governing Board if annual amount is above Executive Director purchasing authority.

2.11 CHANGE ORDERS

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

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

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

2.12 RESTRICTIONS ON PURCHASES

- 1) Any business entity controlled by or affiliated with any person or business entity ineligible for the award of a Contract may also be prohibited from contracting with the District if the relationship or affiliation is such that in the reasonable opinion of the Purchasing Principal, the person or business entity, by reason of the relationship to the ineligible person or entity, is likely not to conduct business in a responsible or lawful manner, or if the ineligible person or business entity could directly benefit from the Contract.
- 2) By engaging in business with the District, each bidder/proposer/vendor/etc. confirms that their business entity has not been placed on the convicted vendor list or the discriminatory vendor list as described in Sections 287.133 and 287.134 of the Florida Statutes.
 - a) A person or affiliate who has been placed on the convicted vendor list following the conviction for a public entity crime, may not submit a bid, proposal or reply on a Contract to provide goods or services to a public entity, may not submit a bid, proposal or reply on a Contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a Contract with a public entity, and may not transact business with any public entity in excess of the threshold amount as provided in Section 287.017 of the Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.
 - b) A person or affiliate who has been placed on the discriminatory vendor list, may not submit a bid, proposal or reply on a Contract to provide goods or services to a public entity, may not submit a bid, proposal or reply on a Contract with a public entity for the construction

or repair of a public building or public work, may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a Contract with a public entity, and may not transact business with any public entity for a period of 36 months from the date of being placed on the discriminatory vendor list.

- 3) By engaging in business with the District, each bidder/proposer/vendor/etc. confirms their business entity is not on the Scrutinized Companies that Boycott Israel List as described in Section 287.135 of the Florida Statutes or engaged in a boycott of Israel or, for goods or services over one million dollars, bidders/proposers/vendors/etc. confirm they are not on any of the scrutinized company lists identified in Section 287.135 of the Florida Statutes or engaged in any such activity identified in that section.
 - a) A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a Contract with an agency or local governmental entity for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such Contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725 of the Florida Statutes or is engaged in a boycott of Israel.
 - b) A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a Contract with an agency or local governmental entity for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such Contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes or engaged in business operations in Cuba or Syria.

2.13 OTHER CONSIDERATIONS

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

2.14 CONDUCT

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

Any measure, which would inure to the special private gain or loss, as defined by Section 112.3143 of the Florida Statutes, of a Board Member will require Board approval, and must comply with Chapter 112 of the Florida Statutes. Pursuant to Section 112.3143 of the Florida Statutes, no Board Member may vote on or attempt to influence the decision by oral or written communication, any

measure which would inure to his or her special private gain or loss. Such Board Member shall, prior to the vote being taken, publicly state to the assembly the nature of the officer's interest in the matter from which he or she is abstaining from voting and, within 15 days after the vote occurs, disclose the nature of his or her interest as a public record using Form 8A (Memorandum of Voting Conflict for State Officers) and filing it with the person responsible for recording the minutes of the meeting, who shall incorporate the memorandum in the minutes.

- 2) **Lobbying** – After the issuance of any ITB/RFP, or during renegotiation of any existing Contract, no prospective vendor, bidder, their agents, representatives, or persons acting at the request of such vendors shall contact, communicate with, or discuss any matter relating to the ITB/RFP or renegotiations with any District officer, agent, Board member, or employee other than the Purchasing Principal. This prohibition ends upon execution of the final Contract or when the ITB/RFP has been cancelled or the renegotiation is terminated. Renegotiation is deemed to have commenced upon a vote of the Board or written notice from the Purchasing Principal. A vendor who violates this provision may be subject to one or more of the following sanctions:
 - a) Written warning and reprimand;
 - b) Termination of Contract;
 - c) Debarment or suspension as provided in Section 4.0.
- 3) **Gifts and Gratuities** – The process of public purchasing should be conducted in such a manner that the integrity of the competitive selection process is not compromised, and therefore the District strives to eliminate any possibility of, or even the appearance of, improper business relationships. In this regard, the District prohibits the acceptance of gratuities, gifts, or other favors with a monetary value exceeding \$100.00 and/or that might give rise to doubts of impartiality.
- 4) **Public Records** – All vendors or bidders must comply with the requirements of Chapter 119, of the Florida Statutes, (The Public Records Act) and in accordance with Section 5.0.

2.15 RESPONSIBILITIES OF DISTRICT AND VENDOR

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

h)i) Provide current Certificate of Insurance and Worker's Compensation or an Exemption from the State, where applicable, when providing work or services on District property.

h)j) Contact the Purchasing Principal should you have any questions.

2.16 LEGAL REVIEW OF ALL CONTRACTS

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

3.0 CONTRACT ADMINISTRATION

3.00.01 Contract Administration Authority

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

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

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

3.00.02 Contract Administration Duties

The Contract Administrator is responsible for the following:

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

3.01 TERMINATION OF CONTRACT; RESCISSION OF AWARD

Termination of any Contract or rescission of award must be made by the awarding authority; and in all cases where the Board takes action, Board will consider the Purchasing Principal's recommendation prior to termination or rescission. The Purchasing Principal will examine the circumstances and reasons behind

the breach of Contract, or other reasons for rescission or termination, consult with legal counsel, and determine if there is a possible resolution. If a breach of Contract occurs and rescission of award or termination of the Contract is necessary, the Purchasing Principal may suspend or debar the subject vendor for failure to perform under the terms of the Procurement Policy in accordance with Section 4.0 below.

4.0 SUSPENSION OR DEBARMENT

- 1) Suspension – After consultation with legal counsel, the Purchasing Principal is authorized to suspend a person or entity from consideration for award of contracts if the Purchasing Principal has adequate documented evidence to demonstrate that the person or entity has engaged in any activity that is grounds for suspension or debarment. The suspension period will be for a period not to exceed 12 months from the date of the Purchasing Principal’s discovery of the most recent incident giving rise to the suspension.
- 2) Debarment – After reasonable notice to the person or entity involved and reasonable opportunity for that person or entity to be heard by the Purchasing Principal, the Purchasing Principal, after consulting with the legal counsel, is authorized to debar a person or entity for cause from consideration for award of contracts. The debarment will be for a period of not more than five years from the date of the Purchasing Principal’s discovery of the most recent incident giving rise to the debarment. Debarment may be as to all contractual opportunities, or may be only as to certain types or sizes of projects or contracts, depending on the cause(s) and severity of the reason(s) for debarment.
- 3) Causes for suspension and debarment include:
 - a) Conviction of an officer of the entity for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract, or a civil or criminal final judgment of violation of state or federal whistleblower laws;
 - b) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which affects responsibility as a District contractor;
 - c) Conviction under state or federal statutes arising out of the submission of bids or proposals;
 - d) Refutation of an offer by failure to provide bonds, insurance, or other required certificates within a reasonable time period;
 - e) Refusal to accept a purchase order, agreement, or Contract provided such order was issued timely and in conformance with the offer received;
 - f) Violation of Contract provisions, as set forth below, of a character which is regarded by the Purchasing Principal to be so serious as to justify debarment action;
 - g) Deliberate failure without good cause to perform in accordance with the specifications or budget or within the time limit provided in the Contract;
 - h) A record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more Contracts, provided that such failure to perform or unsatisfactory performance was caused by acts within the control of the contractor;

- i) A documented history of significant deviation from the Contract specifications, engineering standards, design or material requirements or safety regulations;
- j) For violation of the Conduct provision set forth in the Procurement Policy;
- k) For violation of the Restrictions on Purchases provision set forth in the Procurement Policy;
- l) For violation of the Public Records provision set forth in the Procurement Policy;
- m) For violation of any applicable ethics standards, including the ethical standards set forth in Chapter 112 of the Florida Statutes, or in relevant grant funding requirements;
- n) For violation of the District's Contractor Safety Management Policy;
- o) Any other cause the Purchasing Principal determines to be so serious and compelling as to affect responsibility as a District contractor, including debarment by another governmental entity for any cause listed above or provided for in general law.

4) Process for Suspension or Debarment

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

vii. Any other information material to the appeal.

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

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

5.0 PUBLIC RECORDS

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

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

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

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

access to the public records is a material breach of the Contract and grounds for termination.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119 OF THE FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Kara.fraraccio@lrecd.org or 561-747-5700 ext. 4095

6.0 COMPLIANCE WITH THE PROCUREMENT POLICY

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

7.0 PURCHASING AUTHORIZATION LEVELS

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

7.00.01 Procurement Method and Approval Authority

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

Purchase Amount	Procurement Method	Required Approval Authorization
Less than \$500	Petty Cash, Check Request, P-Card, or Purchase Order	Department Director
\$500-\$1,000	Purchase Order *	Department Director, Purchasing Principal
\$1,000.01-\$5,000	Purchase Order *	Department Director, Purchasing Principal, Executive Director
\$5,000.01-\$65,000	Purchase Order *	Department Director, Purchasing Principal, Executive Director

Greater than \$65,000	Purchase Order, Competitive Solicitation	Department Director, Purchasing Principal, Executive Director**, Governing Board
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*The P-Card may be used to pay for purchases above \$500, when it is in the best interest of the District as determined by the Purchasing Principal.

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

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

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

7.01 PURCHASING MECHANISMS

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

1) Petty Cash

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

The use of Petty Cash is limited to the following:

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

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

2) Purchasing Card

Purchases using Purchasing Cards (“P-Cards”) must be made in accordance with this Procurement Policy and the Purchasing Card Policies and Procedures Manual. P-Cards are a payment mechanism not a procurement mechanism. An employee that has a frequent and recurring need to purchase supplies and services not to exceed \$500 per day from a single vendor without incurring prior specific approval may use P-Cards. The District currently has P-Cards in the form of Home Depot, Staples, Exxon, and Chevron credit cards. Open accounts with local vendors for miscellaneous supplies purchased in small quantities such as small tools, fasteners, auto parts, and food supplies are also considered P-Card purchases.

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

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

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

3) Purchase Requisition

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

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

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

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

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

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

requestor for more information. Once a Purchase Requisition is complete, it will be converted into a Purchase Order.

Other items to remember when submitting a Purchase Requisition:

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

4) Purchase Order

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

a) Open Purchase Order

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

approval from the Governing Board. The issuance of an Open Purchase Order subsequent to an approved or awarded Contract does not require additional approval; however, the terms must be in accordance with the terms of the pre-approved or pre-awarded Contract.

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

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

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

b) Purchase Order Changes

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

Revisions that decrease the Purchase Order total do not require approval. Department Director approval is required if the amount of the change requested is greater than \$100. Executive Director approval is required if the original Purchase Order was for more than \$1,000 or if the change will make the total Purchase Order greater than \$1,000. See Section 7.00.01 if the original Purchase Order was awarded by Board action. Also, see Section 7.00.01 if the proposed changes to a Purchase Order will cause the total value to exceed \$65,000.00.

5) Check Requests/Direct Purchases

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

A list of approved Direct Purchases is below:

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

7.02 SALES TAX EXEMPTION

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

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

8.0 LEGAL CITATIONS

Section 1.01

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

Section 1.02

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

“Competitive Selection” Similar to §287.012 (6), Fla. Stat. (2018) “Design-Build Firm” §287.055(2)(h), Fla. Stat. (2018)

“Design-Build Contract” §287.055(2)(i), Fla. Stat. (2018) “Design Criteria Package” §287.055(2)(j), Fla. Stat. (2018) “Design Criteria Professional” §287.055(2)(k), Fla. Stat. (2018)

“Electronic posting or electronic post” Similar to §287.012 (10), Fla. Stat. (2018) “Invitation to Bid” Similar to §287.012 (16), Fla. Stat. (2018)

“Invitation to Negotiate” Similar to §287.012 (17), Fla. Stat. (2018) “Request for Information” Similar to §287.012 (22), Fla. Stat. (2018) “Request for Proposal” §287.012 (23), Fla. Stat. (2018)

“Request for Quote” Similar to §287.012 (24), Fla. Stat. (2018) “Responsible vendor or bidder” Similar to §287.012 (25), Fla. Stat. (2018) “Responsive bid” Similar to §287.012 (26), Fla. Stat. (2018)

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

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

Section 2.0

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

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

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

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

Section 2.03

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

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

Reject all bids - *Webster v. Belote*, 138 So. 721 (Fla. 1931); *Department of Transportation v. Grove-Watkins Constructors*, 530 So. 2d 912 (Fla. 1988) (FDOT is empowered to reject any and all bids in the absence of fraud, collusion, bad faith or arbitrary action); *Couch Construction Co. v. Department of Transportation*, 361 So. 2d 172 (Fla. 1st DCA 1978)(FDOT has wide discretion to reject all bids and to call for new bids for public contracts, but in making such a determination, FDOT cannot act arbitrarily). “Even if the public entity makes an erroneous decision about which reasonable people may disagree, the discretion of the public entity to solicit, accept and or reject contract bids should not be interfered with by the courts, absent a showing of dishonesty, illegality, fraud, oppression or misconduct.” *Paul Jacquin & Sons, Inc. v. City of Port St. Lucie*, 69 So. 3d 306, 308 (Fla.

4th DCA 2011), reh'g denied (Oct. 6, 2011); *City of Cape Coral v. Water Services of Am., Inc.*, 567 So. 2d 510, 512 (Fla. 2d DCA 1990 (i.e., because Bidder relied on the representations of the City, namely that a bid would not be rejected because the contractor was not licensed, the court ruled the bidder gets its preparation costs.) *Gulf Real Properties, Inc. v. Dep't of Health & Rehabilitative Services*, 687 So. 2d 1336, 1337 (Fla. 1st DCA 1997)(after a protest is filed, an entity may reject all bids).

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

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

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

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

Section 2.04

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

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

Section 2.05

§287.055(9), Fla. Stat. (2018)

Section 2.06

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

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

Similar to Sole Source - §255.04, Fla. Stat. (2018)Piggy- backing §189.053, Fla. Stat. (2018).

Section 2.08

Multi-year Contracts §189.016(3), Fla. Stat. (2024)

Non-Appropriation Clause §287.0582, Fla. Stat. (2024)

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

Section 2.11

Public Entity Crime §287.133, Fla. Stat. (2018) Discriminatory Vendor §287.134, Fla. Stat.

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

Section 2.13

Ethics §112.313, Fla. Stat. (2018)

Section 5.0

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

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



LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

TO: D. ALBREY ARRINGTON, Ph.D., Executive Director
FROM: JASON A. PUGSLEY, P.E., Operations – Plant Manager
DATE: DECEMBER 13, 2024
SUBJECT: REAUTHORIZATION OF FY25 FLEET VEHICLE PURCHASE

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

At last month's Board meeting, the Board approved the purchase of a total of four (4) fleet vehicles, using the piggy-back of the Sourcewell (formerly NJPA) Contract No. 2025 091521-NAF & 032824-NAF, in the amount of \$534,667.00. Following the Board meeting, Staff discovered that the quote provided by the vendor for the River Center Ford Transit Van (New Unit No. 60) was based on the purchase of a 12-passenger van as opposed to the desired 15-passenger seating configuration. This desired configuration results in an increase of the purchase cost of this vehicle from \$62,303.00 to \$64,028.00 which is a difference of \$1,725.00. The quotations for the three (3) other fleet vehicle purchases authorized last month were accurate and are unchanged.

Staff is requesting the Board reauthorize an increase in the FY25 fleet vehicle purchase amount from \$534,667.00 to \$536,392.00 to account for the increase in the cost of New Unit No. 60 as described above. A copy of the revised quotation from Alan Jay Fleet Sales which includes the desired 15-passenger seating configuration is attached for reference. The pricing is consistent with piggy-back of the Sourcewell (formerly NJPA) Contract No. 2025 091521-NAF & 032824-NAF.

Staff recommend the following motion:

"THAT THE DISTRICT GOVERNING BOARD reauthorize the purchase of the fleet vehicles from Alan Jay Fleet Sales using the piggy-back of Sourcewell (formerly NJPA) Contract No. 2025 091521-NAF & 032824-NAF in the revised amount of \$536,392.00."

Stephen B. Rockoff
CHAIRMAN

Kevin L. Baker
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

Clinton R. Yerkes
BOARD MEMBER



Awarded Contract

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234	WWW.ALANJAY.COM	55214-6
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 863-273-1105	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
6/20/2024

QUICK QUOTE SHEET

REVISED QUOTE DATE
12/5/2024

REQUESTING AGENCY	LOXAHATCHEE RIVER DISTRICT		
CONTACT PERSON	VINCENT BEATRICE	EMAIL	VINCENT.BEATRICE@LRECD.ORG
PHONE	561-747-5700	MOBILE	561-262-6738
		FAX	

SOURCEWELL CONTRACT # 2025 091521-NAF & 032824-NAF

www.NationalAutoFleetGroup.com

MODEL	X2X 302A	MSRP	\$66,320.00
	2025D FORD TRANSIT T-350 WAGON HIGH ROOF RWD 148" WB XLT - (12-PASS BASE)		

CUSTOMER ID NJPA PRICE \$58,333.00

BED LENGTH

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
YZ	Oxford White	\$0.00
CK	Dark Palazzo Gray, Cloth Front Bucket Seats	\$0.00
99G	Engine: 3.5L EcoBoost V6	\$2,695.00
44U	Transmission: 10-Spd Automatic w/OD & SelectShift	\$0.00
96P	15-Passenger Seats -inc: 1st row: 2 seats, 2nd row: 3 seats, 3rd row: 3 seats, 4th row: 3 seats and 5th row: 4 seats	\$1,490.00
21L	OPTIONS Dark Palazzo Gray Cloth Bucket Seats	\$0.00
301A	Order Code 301A	\$0.00
53B	Heavy-Duty Trailer Tow Package	\$480.00
64H	Wheels: 16" Steel w/Full Silver Cover	\$30.00
68H	Passenger Running Board	\$305.00
92E	Privacy Glass	\$495.00
X73	3.73 Axle Ratio	\$0.00
	GVWR: 9,400 lb	\$0.00
16E	Full Vinyl/Rubber Floor Covering	\$0.00

CONTRACT OPTIONS	DESCRIPTION	FACTORY OPTIONS	
NO-TEMP	TEMP TAG NOT REQUESTED, CUSTOMER WILL HANDLE THEIR OWN TAG WORK.		\$5,495.00
EWD	EXTENDED WARRANTY DECLINED		\$0.00
3BLS	3rd brake light safety pulse (Pulses 3rd brake light (4) times upon application of brake pedal to increase driver awareness behind you when stopping)		\$200.00

CONTRACT OPTIONS \$200.00

TRADE IN TOTAL COST \$64,028.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

TOTAL COST LESS TRADE IN(S) QTY 1 \$64,028.00

Estimated Annual payments for 60 months paid in advance: \$14,721.36
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS

VEHICLE QUOTED BY ASHLEE WILSON GOVERNMENT ACCOUNT MANAGER Ashlee.Wilson@AlanJay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.



LOXAHATCHEE RIVER DISTRICT

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FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

TO: D. Albrey Arrington, Ph.D., Executive Director
FROM: Kris Dean, P.E., Deputy Executive Director
DATE: December 11, 2024
SUBJECT: R22009/IQ518 Pump Station Electrical and Instrumentation and Control Upgrades

IQ518 is a irrigation quality (IQ) water pump station located in Abacoa. IQ518 draw IQ water from lakes in the Abaco golf course and distributes the IQ water for multi-use throughout Abacoa.

In April 2024 the District completed a preliminary design report (PDR) that evaluated the station and made recommendations for upgrades and replacement of equipment. The PDR evaluated two options for station upgrades, Option 1 replaced equipment outside in exterior rated electrical cabinets (similar to the existing installation), Option 2 evaluated installation of the electrical and instrumentation and controls in a dedicated building onsite. Option 1 was found to be the most cost effective.

Staff have coordinated with Baxter and Woodman for Project Management, Data Collection, Preliminary Design, Final Design & Plan Development, Permitting and Bidding Assistance as detailed in the attached Professional Engineering Services Agreement issued under Baxter and Woodman's RFQ 20-001_PROF SERVICES continuing contract.

Staff recommend the following motion.

“THAT THE DISTRICT GOVERNING BOARD authorize the professional engineering services agreement with Baxter and Woodman for IQ518 Electrical, Instrumentation, Control and Site Improvements in the amount of \$145,635.00.”

Stephen B. Rockoff
CHAIRMAN

Kevin L. Baker
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

Clinton R. Yerkes
BOARD MEMBER

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

“IQ-518 ELECTRICAL, I&C, AND SITE IMPROVEMENTS”

DATE: December 11, 2024

BACKGROUND

This Agreement is for the performance of engineering services by Baxter & Woodman, Inc. (B&W) pursuant to the Continuing Contract for Professional Engineering Services – Wastewater-Reuse-WWTF, between Loxahatchee River District (DISTRICT) and B&W 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 the design, permitting, and bidding services for the IQ-518 Electrical and Instrumentation & Control (I&C) Improvements Project. IQ-518 pump station is located at the 117 Barbados Drive, Jupiter, FL 33458. B&W completed a preliminary design report (PDR) for the IQ-518 Pump Station Electrical and I&C Assessment in the Spring of 2024. The DISTRICT has requested B&W to implement the recommendation of “Option 1 – Equipment Installed Outdoors” as presented in the PDR as follows:

- Replace FPL Meter.
- Replace existing 800 Amp main breaker with 1,000 Amp main breaker and upsize feeders.
- Replace existing reduced voltage soft starters (RVSSs) with Eaton DG1 variable frequency drives (VFDs).
- Replace existing 100 Amp rated generator receptacle with a 400 Amp rated generator receptacle.
- Remove the CL2 Booster Pump and chemical feed system.
- Replace all existing conduits and wires within the IQ-518 site.
- Bond motor enclosures to the ground grid.
- Replace existing high pressure sodium type pole mounted light fixtures with light-emitting diode (LED) type light fixtures.
- Perform power system study and add arc flash labels to new electrical equipment enclosures.
- Replace existing programmable logic controller (PLC) with new standalone pump control panel (PCP) with Allen-Bradley CompactLogix PLC.
- Utilize existing Data Flow Systems (DFS) Remote Telemetry Unit (RTU).
- Replace existing human-machine interface (HMI)/Workstation.
- Replace existing filter control panels.

The Scope of Services consists of the following task:

1. Project Management
2. Data Collection
3. Preliminary Design
4. Final Design and Plan Development
5. Permitting
6. Bidding Assistance

SCOPE OF SERVICES

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

1. Project Management
 - A. Project Management
 - i. Confer with the DISTRICT from time to time, to clarify and define the general scope, extent, and character of the Project.
 - ii. Plan, schedule, and control the activities necessary to complete the Project. These activities include but are not limited to budget, schedule, scope, and performance.
 - iii. Prepare and submit monthly invoices and provide a monthly status report per DISTRICT's Schedule Updates – Project Manager Workflow standard operating procedure, describing tasks completed the previous month and outlining goals for the subsequent month.
 1. The monthly status report shall include a project schedule with percent completion for tasks such as:
 - a. Kickoff Meeting
 - b. Pre-Final (75%) Design
 - c. Final (100%) Design – Bid Set
 - d. Permitting
 - e. Bidding

It is estimated that eleven (11) progress reports will be provided for the duration of the project.

- B. Project Meetings
 - i. The following meetings are anticipated for this project:
 1. Kickoff Meeting.
 - a. Virtual
 2. Pre-Final (75%) Design Review Meeting
 - a. Virtual
 - b. Plans and Technical Specifications
 3. Final (100%) Design – Bid Set Meeting.
 - a. Virtual

- b. This meeting will be used to approve the bidding documents (plans, technical specifications, front-end documents).

2. Data Collection:

A. Site Visit

- i. Conduct site visits to familiarize the designer(s) with the site and clarify any discrepancies with the record drawings.
- ii. Walk the site with DISTRICT: to evaluate the condition of existing surfaces and structures; identify installation methods; identify areas conducive for contractor staging, etc.

3. Pre-Final (75%) Design

- A. Evaluate the original PDR. Evaluate any modifications to the existing system if there has been any made.

B. Pre-Final (75%) Design Documents

- i. Utilize previous record drawing to locate piping and utilities within the project limits.
- ii. Utilize previous survey included in the original PDR to develop project site plan.
- iii. Prepare Pre-Final (75%) plan sheets that indicate the proposed layout of improvements.
- iv. Prepare a table of contents for the technical specifications expected to be needed for bidding.
- v. Create lists of deficient items for clarification at future site visits.
- vi. Plan sheets including the following:
 - 1. Cover
 - 2. General Information
 - 3. Existing Site Plan
 - 4. Demolition Plan
 - 5. Proposed Site Plan
 - 6. Electrical

C. Pre-Final (75%) Engineer's Opinion of Probable Cost

- i. Prepare Pre-Final (75%) Engineer's Opinion of Probable Cost (EOPC) for the Project including: construction cost; legal costs; contingencies; construction engineering services.

D. Peer and Constructability Reviews

- i. Conduct in-house engineering QA/QC peer reviews of plans and technical specifications.
- ii. Conduct constructability review of plans and technical specifications.

- iii. Revise plans and technical specifications based on comments from both engineering and constructability reviews.

E. Deliverables

- i. Digital copies Pre-Final (75%) Design Documents and EOPC.

4. Final Design and Plan Development

A. Final Design

- i. Review and respond to Pre-Final (75%) Design Documents and EOPC comments.
 - 1. Finalize the design for the proposed improvements.
- ii. Review and respond to Pre-Final (75%) Design Documents and EOPC comments.
- iii. Prepare Final (100%) Design Documents (Plans and Project Manual) for the proposed improvements.

B. Design Documents for Bidding (Plans and Project Manual)

- i. Prepare Design Documents consisting of plans and technical specifications detailing the general scope, extent, and character of construction work to be furnished and performed by the Contractor(s). technical specifications prepared in conformance with the format of the Construction Specifications Institute.
- ii. Prepare for review and approval by the DISTRICT and its legal counsel the forms of Construction Contract Documents consisting of Front-End Documents including Notice to Contractors, Instructions to Bidders, Proposal, Bid Form, Contract, Public Construction Bond, Special Conditions, and General Conditions.
- iii. Final (100%) Plans and Project Manual submittals are anticipated for this Project.

C. Final (100%) Engineer's Opinion of Probable Cost

- i. Prepare EOPC for the Project including: construction cost; legal costs; contingencies; construction engineering services; and, on the basis of information furnished by the DISTRICT, allowances other costs necessary for completion of the Project.
 - 1. Prepare EOPC for Final (100%) Design.

D. Peer and Constructability Reviews

- i. Perform in-house peer and milestone reviews by senior staff.
- ii. Conduct constructability review of plans and technical specifications.
- iii. Revise plans and technical specifications based on comments from both engineering and constructability reviews.

E. Deliverables

- i. Digital copy of plan sheets, contract documents, and EOPC.

5. Permitting

- A. B&W shall meet with potential permitting and other interested agencies to determine all potential permitting requirements.
- B. In addition to preparing the permit applications for the appropriate regulatory agencies, B&W shall assist the DISTRICT in consultations with the regulatory agencies including
 - i. Attend up to one (1) pre-application meeting and/or teleconference meeting with the staff of each agency.
 - ii. Attend up to one (1) meeting and/or teleconference meeting with the staff of each agency during the review of the permit applications.
 - iii. Respond to request(s) for additional information from each agency.
- C. Agencies anticipated having interest in this project includes:
 - i. Town of Jupiter Building Department
 - 1. cursory review of design documents.
 - a. The purpose of the cursory review is to minimize the time necessary for the contractor to obtain the Building Permit to commence construction.
 - b. Acquiring a Building Permit is the responsibility of the contractor to perform the construction and not B&W.
 - ii. Florida Department of Environmental Protection
 - 1. Approval of modifications to system.

6. Bid Assistance

- A. Bid Advertisement
 - i. B&W shall assist DISTRICT in reviewing the advertisement document for obtaining bids or negotiating proposals for construction (including materials, equipment, and labor). It is anticipated that work shall be awarded under a single construction contract.
- B. Pre-Bid Conference
 - i. B&W shall conduct a pre-bid conference in conjunction with DISTRICT and provide a written summary (i.e., minutes) of items discussed.
- C. Bid Clarification/Addenda
 - i. B&W shall assist DISTRICT in issuing addenda and shall provide supplemental information or clarification, as appropriate, to interpret, clarify, or expand the bidding documents to all prospective bidders during the bid period. DISTRICT shall electronically issue any addenda to prospective bidders.
- D. Contract Award
 - i. Conduct the bid opening and prepare bid tabulation. B&W shall assist DISTRICT in evaluating bids and proposals, including reference checks.

B&W shall submit to DISTRICT written recommendation concerning contract award to the lowest responsive responsible bidder.

E. Conformed Contract Documents

- i. Prepare conformed Contract Documents incorporating addenda issued during bidding for use by the Contractor and DISTRICT during construction.

7. Sub Consultant Services

A. Electrical, Instrumentation & Controls

- i. B&W shall utilize the services of a Florida licensed professional electrical engineering consultant to perform the design of the electrical, instrumentation and controls for the proposed project to meet the DISTRICT's requirements.

ADDITIONAL SERVICES

B&W 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 B**. 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.

ASSUMPTIONS

Work described herein is based upon the assumptions listed below. If conditions differ from those assumed in a manner that will affect schedule or Scope of Work, B&W shall advise DISTRICT in writing of the magnitude of the required adjustments. Changes in completion schedule or compensation to B&W will be negotiated with DISTRICT. Services to be provided by the DISTRICT and other related key assumptions include:

1. DISTRICT will provide B&W record drawings of IQ-518 (.pdf and .dwg if available), if any changes have been made since the completion of the PDR, the DISTRICT shall identify the changes.
2. DISTRICT will provide a copy of the original Town of Jupiter approved site plan (.pdf and .dwg if available).
3. DISTRICT is responsible for the payment of all permits, site plan reviews, architectural reviews, and advertisement fees.
4. DISTRICT will delineate all subsurface utilities within the project area. B&W is not responsible for performing subsurface utility engineering and is relying on information provided by the DISTRICT. Subsurface utilities identified by the DISTRICT will be recorded for relative location during the site visit by B&W, not collected by a surveyor.
5. B&W will utilize the survey completed with the PDR for the design of the proposed improvements. No additional survey services is anticipated for this project, however, if additional survey services are determined to be required during this project, it will be considered Additional Services.
6. B&W assumes that all existing and proposed infrastructure are located within the DISTRICT's property.
7. B&W specifically excludes irrigation design and permitting.
8. B&W will design the improvements based on the Federal, State, and local codes and standards in effect at the beginning of the project. Revisions required for compliance with any subsequent changes to those regulations is considered an Additional Services Item not currently included in this Scope of Work.
9. B&W assumes a single bidding effort. Re-bidding of the project is considered an Additional Services item not currently included in this Scope of Work.
10. B&W specifically excludes from the Scope of Work the services for addressing a bid protest.

GENERAL CONDITIONS

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

CONTRACT PERFORMANCE

COMPLETION DATES

Electronic and hard copies of the plans and technical specifications will be submitted to the DISTRICT within 12 months of authorization to proceed. See **Exhibit A** for detailed schedule.

SUMMARY OF PROPOSED FEES

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

ENGINEERING SERVICES

ENGINEERING FEE

TOTAL ENGINEERING SERVICES

\$145,635

DELIVERABLES

TASKS	DELIVERABLES	QUANTITY
1. Project Management	Monthly Invoices Monthly Status and Schedule Updates Meeting Agendas and Minutes	Electronic PDF DISTRICT Portal Electronic PDF
2. Data Collection	Not Applicable	Electronic PDF
3. Pre-Final (75%) Design	Pre-Final (75%) Design Documents and EOPC	Electronic PDF
4. Final Design and Plan Development	100% Final Design and EOPCC Design Documents for Bidding (Plans and Project Manual)	Electronic PDF Electronic PDF & .DWG
5. Permitting	Town of Jupiter Building Department Cursory Review Report Florida Department of Environmental Protection	Electronic PDF Electronic PDF
6. Bidding	Bid Advertisement Bid Clarification/Addenda Contract Award Recommendation Conformed Contract Documents	Electronic PDF Electronic PDF Electronic PDF Electronic PDF & .DWG

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

LOXAHATCHEE RIVER ENVIRONMENTAL
CONTROL DISTRICT

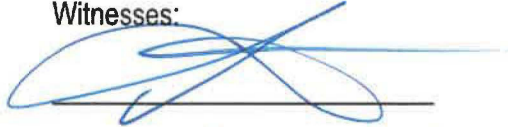
Witnesses:

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

Date
Executed: _____

BAXTER & WOODMAN, INC.

Witnesses:





By:  _____
Rebecca Travis, PE, Vice President Date

Date
Executed: 12/12/24



LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

To: D. Albrey Arrington, Ph.D., Executive Director
 From: Kris Dean, Deputy Director
 Bud Howard, Director of Information Services
 Date: December 9, 2024
 Subject: Purchase Authorization of Computer Network Equipment and Professional Services.

This is a request for the Governing Board’s approval for the purchase of computer network equipment in support of five improvement projects at the District (listed below). This purchase, through our network and firewall consultant, PC Solutions & Integration, Inc., includes \$ 80,164.56 in networking hardware, software and manufacturer support, and a not to exceed authorization of up to \$10,800 for professional installation and configuration consulting services.

Project Number	Project	Purchase Amount
R25001	Disaster Recovery Infrastructure	\$17,327.93
R25006	New Engineering Office*	\$15,594.20
R25018	Door Access Controls	\$20,387.74
R25019	Field Structure Network Improvements	\$22,060.49
R25020	New IT Office*	\$15,594.20
	Total	\$90,964.56

*Conversion of former Busch Wildlife buildings.

All day, every day the District depends on reliable and secure computer networks throughout the organization. The new equipment is regarded as best in class and comes recommended by our very capable and highly respected network security consultant who will install and configure the new equipment.

These purchases are through the Cisco State of Florida Contract under National Association of Procurement Officials (NASPO), and the \$90,964.56 (total) purchase requests are FY25 budgeted items.

Therefore, staff recommend the following motion:

“THAT THE DISTRICT GOVERNING BOARD authorizes the Executive Director to approve five project purchase orders totalling \$90,964.56 to PC Solutions & Integration, Inc. These purchases include computer networking equipment, software and support in the amount of \$80,164.56, and a not to exceed \$10,800 for professional installation and configuration consulting services, in accordance with their quotations #014019 dated November 22, 2024, #014175 dated December 7, 2024 and #014178 dated December 8, 2024.

Stephen B. Rockoff

Kevin L. Baker

Gordon M. Boggie

Dr. Matt H. Rostock

Clinton R. Yerkes

CHAIRMAN

BOARD MEMBER

BOARD MEMBER

BOARD MEMBER

BOARD MEMBER

Water Reclamation – Environmental Education – River Restoration



LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

TO: D. Albrey Arrington, Ph.D., Executive Director
FROM: Kris Dean, P.E., Deputy Executive Director
Courtney Jones, P.E., Director of Engineering
DATE: December 11, 2024
SUBJECT: ITB #24-003-00133 Lift Station General Construction Services

As part of the capital improvement budget, the District completes lift station rehabilitations. To address these projects in a timely and efficient manner we use a general construction services contract, which provides unit prices to perform various aspects for lift station rehabilitations that can be selected a la carte to custom tailor a rehabilitation to a lift station's specific needs.

Last February we awarded ITB #24-003-00133 Lift Station General Construction Services to Hinterland Group, Inc. for the initial one-year term. This renewal allows for the second one-year term (Feb 2025 – Feb 2026) with three optional one-year renewals remaining. This renewal includes a contractual 3% CPI-U (June 2024) adjustment to pricing.

Hinterland Group, Inc. has provided satisfactory performance on this contract for the past 10 months.

Staff recommend the following motion:

“THAT THE DISTRICT GOVERNING BOARD authorize renewal of the second 1-year term contract for ITB #24-003-00133 Lift Station General Construction Services to Hinterland Group, Inc. in amount not to exceed \$500,000.”

Stephen B. Rockoff
CHAIRMAN

Kevin L. Baker
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

Clinton R. Yerkes
BOARD MEMBER



Chase Rogers
Hinterland Group Inc.
2051 W Blue Heron Blvd
Riviera Beach, FL 33404
561-640-3503
Crogers@hinterlandgroup.com

12/5/2024

ATTN: 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

RE: Hinterland Group Inc. – ITB #24-003-00133: Lift Station General Construction Services
– Renewal Request #1

Hinterland Group Inc. hereby submits this letter as a request to extend the above mentioned contract for an additional 12 month period and to approve the 3.0% contract price escalator per the CPI-U for June 2024.

Please see attached the unit price schedule with current contract rates and the escalated pricing

Feel free to reach out should you need anything further.

Thank you

Chase Rogers

Chase Rogers
Hinterland Group Inc.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT BID
ITB # 24-003-00133 2024

LIFT STATION GENERAL CONSTRUCTION SERVICES

BID RESPONSE

In accordance with the terms, conditions, and specifications, the undersigned bidder hereby submits the following prices for supplying the Loxahatchee River District with the goods and/or services called for in ITB #24-003-00133 2024. This project will be awarded to the lowest responsive, responsible bidder (s) within budget.

BID ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT COST	Updated Unit Price - 2025	TOTAL
GENERAL CONDITIONS						
1	Mobilization/Demobilization	1	LS	\$ 2,500.00	\$ 2,575.00	\$ 2,575.00
LIFT STATIONS						
2	Isolation Valve					
2a	4"	1	EA	\$ 5,480.00	\$ 5,644.40	\$ 5,644.40
2b	6"	1	EA	\$ 5,980.00	\$ 6,159.40	\$ 6,159.40
3	Temporary Bypass Connection Assembly					
3a	4"	1	EA	\$ 3,200.00	\$ 3,296.00	\$ 3,296.00
3b	6"	1	EA	\$ 3,400.00	\$ 3,502.00	\$ 3,502.00
4	Wetwell Concrete Lid and Hatch (hatch dimensions vary)					
4a	6' Diameter Wetwell	1	EA	\$ 12,825.00	\$ 13,209.75	\$ 13,209.75
4b	8' Diameter Wetwell	1	EA	\$ 14,040.00	\$ 14,461.20	\$ 14,461.20
4c	10' Diameter Wetwell	1	EA	\$ 14,850.00	\$ 15,295.50	\$ 15,295.50
4d	12' Diameter Wetwell	1	EA	\$ 17,550.00	\$ 18,076.50	\$ 18,076.50
5	Demolition of Wetwell Rectangular Chimney and Replacement of Cylindrical Wetwell Section (3' x up to 5' hatch with chimney not to exceed 6' in depth)					
BID ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT COST		TOTAL
5a	6' Diameter Wetwell	1	EA	\$ 13,250.00	\$ 13,647.50	\$ 13,647.50
5b	8' Diameter Wetwell	1	EA	\$ 14,150.00	\$ 14,574.50	\$ 14,574.50
5c	10' Diameter Wetwell	1	EA	\$ 15,250.00	\$ 15,707.50	\$ 15,707.50
5d	12' Diameter Wetwell	1	EA	\$ 18,500.00	\$ 19,055.00	\$ 19,055.00
6	<u>Remove & Dispose of Existing Valve Vault</u>	1	<u>EA</u>	\$ 8,235.00	\$ 8,482.05	\$ 8,482.05
67	Valve Vault					
6a7a	5'x5', not to exceed 5' depth	1	EA	\$ 14,500.00	\$ 14,935.00	\$ 14,935.00
6b7b	5'x7', not to exceed 5' depth	1	EA	\$ 15,200.00	\$ 15,656.00	\$ 15,656.00
78	Valve Vault Piping Assembly					
7a8a	4" Diameter Piping	1	EA	\$ 17,010.00	\$ 17,520.30	\$ 17,520.30
7b8b	6" Diameter Piping	1	EA	\$ 21,870.00	\$ 22,526.10	\$ 22,526.10

89	Above Grading Piping Assembly	1	EA		\$ -	\$ -
8a2a	4" Diameter Piping	1	EA	\$ 27,135.00	\$ 27,949.05	\$ 27,949.05
8b2b	6" Diameter Piping	1	EA	\$ 29,835.00	\$ 30,730.05	\$ 30,730.05
109	Discharge Piping Assembly					
9a10a	4" Diameter Piping	10	LF	\$ 450.00	\$ 463.50	\$ 4,635.00
9b10b	6" Diameter Piping	10	LF	\$ 650.00	\$ 669.50	\$ 6,695.00
1011	Angle Pipe Support	1	EA	\$ 2,400.00	\$ 2,472.00	\$ 2,472.00
1112	Alternate Angle Pipe Support	1	EA	\$ 800.00	\$ 824.00	\$ 824.00
1213	Leveling Floor					
1312a	6" Diameter Wetwell	1	EA	\$ 6,800.00	\$ 7,004.00	\$ 7,004.00
BID ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT COST		TOTAL
12b13b	8' Diameter Wetwell	1	EA	\$ 7,200.00	\$ 7,416.00	\$ 7,416.00
12e13e	10' Diameter Wetwell	1	EA	\$ 7,500.00	\$ 7,725.00	\$ 7,725.00
12d13d	12' Diameter Wetwell	1	EA	\$ 8,200.00	\$ 8,446.00	\$ 8,446.00
1314	Base Plates					
13a14a	4" Bases	1	EA	\$ 800.00	\$ 824.00	\$ 824.00
13b14b	6"-8" Bases	1	EA	\$ 950.00	\$ 978.50	\$ 978.50
1415	Pump Bases					
14a15a	4"x4"	1	EA	\$ 2,400.00	\$ 2,472.00	\$ 2,472.00
14b15b	6"x6"	1	EA	\$ 3,500.00	\$ 3,605.00	\$ 3,605.00
1516	Drop Bowl Assembly (less than 10' drop)					
15a16a	8"	1	EA	\$ 2,300.00	\$ 2,369.00	\$ 2,369.00
15b16b	10"	1	EA	\$ 2,500.00	\$ 2,575.00	\$ 2,575.00
1617	Abandon Outside Drop (less than 10' drop)					
16a17a	8"	1	EA	\$ 1,600.00	\$ 1,648.00	\$ 1,648.00
16b17b	10"	1	EA	\$ 2,000.00	\$ 2,060.00	\$ 2,060.00
1718	2" Guiderails Removal/Installation	10	LF	\$ 35.00	\$ 36.05	\$ 360.50
1819	2" Guiderails	10	LF	\$ 48.00	\$ 49.44	\$ 494.40
1920	2" Guiderail Brackets	1	EA	\$ 600.00	\$ 618.00	\$ 618.00
2021	Panel Rack	1	EA	\$ 26,500.00	\$ 27,295.00	\$ 27,295.00
2122	Panel Installation	1	EA	\$ 21,000.00	\$ 21,630.00	\$ 21,630.00
2223	Concrete Demolition (>0.5 CY/Site)					
BID ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT COST		TOTAL
22a23a	Slabs up to 8" thick	1	EA	\$ 500.00	\$ 515.00	\$ 515.00
22b23b	Slabs up to 12" thick	1	EA	\$ 1,200.00	\$ 1,236.00	\$ 1,236.00

2324	Concrete No Reinforcing (>0.5 CY/Site)	10	CY	\$ 375.00	\$ 386.25	\$ 3,862.50
2425	Concrete (6 x 6 – W1.4 x W1.4 Reinforcing) (>0.5 CY/Site)	10	CY	\$ 400.00	\$ 412.00	\$ 4,120.00
2526	Concrete (#5 @ 12" O.C.E.W>, Top and Bottom) (>0.5 CY/Site)	10	CY	\$ 450.00	\$ 463.50	\$ 4,635.00
2627	Stabilized Grass Driveway Section (>20SY/site)	10	SY	\$ 60.00	\$ 61.80	\$ 618.00
2728	Grass Paver Driveway Section (>20SY/site)	10	SY	\$ 750.00	\$ 772.50	\$ 7,725.00
2829	Ductile Iron Fittings	1000	LBS	\$ 8.00	\$ 8.24	\$ 8,240.00
2930	Adjust or Replace Manhole Frame & Cover	1	EA	\$ 2,800.00	\$ 2,884.00	\$ 2,884.00
3031	Relocation Radio Telemetry Unit (RTU)	1	EA	\$ 8,600.00	\$ 8,858.00	\$ 8,858.00
3132	Sod / Seed & Mulch	10	SY	\$ 15.00	\$ 15.45	\$ 154.50
3233	Dewatering w/ Wellpoints					
32a33a	First Day	1	LS	\$ 2,400.00	\$ 2,472.00	\$ 2,472.00
32b33 b	Each Additional Day	1	EA	\$ 600.00	\$ 618.00	\$ 618.00
3334	Maintenance of Traffic – Signage Only – Thoroughfare Roads					
33a34a	First Day	1	LS	\$ 800.00	\$ 824.00	\$ 824.00
33b34 b	Each Additional Day	1	EA	\$ 200.00	\$ 206.00	\$ 206.00
3435	Maintenance of Traffic – Signage Only – Non- Thoroughfare Roads					
34a35a	First Day	1	LS	\$ 350.00	\$ 360.50	\$ 360.50
34b35 b	Each Additional Day	1	EA	\$ 150.00	\$ 154.50	\$ 154.50
3536	Maintenance of Traffic – Flaggers per Day	1	EA	\$ 850.00	\$ 875.50	\$ 875.50
BID ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT COST		TOTAL
3637	Line Stops					
36a37a	4"	1	EA	\$ 10,700.00	\$ 11,021.00	\$ 11,021.00
36b37 b	6"	1	EA	\$ 11,000.00	\$ 11,330.00	\$ 11,330.00
36c37c	8"	1	EA	\$ 11,200.00	\$ 11,536.00	\$ 11,536.00
36d37 d	10"	1	EA	\$ 13,250.00	\$ 13,647.50	\$ 13,647.50
3738	Trench Safety Act	1	LS	\$ 1,200.00	\$ 1,236.00	\$ 1,236.00
3839	Furnish & Install Wet Well Fall Protection	1	EA	\$ 3,400.00	\$ 3,502.00	\$ 3,502.00
3940	Furnish & Install Compacted Fill	10	CY	\$ 95.00	\$ 97.85	\$ 978.50
EQUIPMENT						
4041	Wheeled Excavator (≤175HP)	1	DAY	\$ 520.00	\$ 535.60	\$ 535.60
4142	Skid Steer	1	DAY	\$ 680.00	\$ 700.40	\$ 700.40
4243	Excavator / Backhoe (≤ 175HP)	1	DAY	\$ 1,800.00	\$ 1,854.00	\$ 1,854.00
4344	Excavator / Backhoe (≥ 175HP)	1	DAY	\$ 1,800.00	\$ 1,854.00	\$ 1,854.00
4445	Articulated Wheel Loader	1	DAY	\$ 880.00	\$ 906.40	\$ 906.40

4546	Backhoe/Loader Combo	1	DAY	\$ 520.00	\$ 535.60	\$ 535.60
4647	Bulldozer (<110 HP)	1	DAY	\$ 800.00	\$ 824.00	\$ 824.00
4748	Double Drum Compactor Wacker W74 or Equal	1	DAY	\$ 520.00	\$ 535.60	\$ 535.60
4849	Vibratory Plate Compactor VPR 1740 or Equal	1	DAY	\$ 200.00	\$ 206.00	\$ 206.00
4950	Water Truck	1	DAY	\$ 1,120.00	\$ 1,153.60	\$ 1,153.60
5051	Vacuum Truck	1	DAY	\$ 2,800.00	\$ 2,884.00	\$ 2,884.00
5152	Tanker Truck (<3,000 gallon)	1	DAY	\$ 3,200.00	\$ 3,296.00	\$ 3,296.00
BID ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT COST		TOTAL
5253	Tanker Truck (>3,000 gallon)	1	DAY	\$ 4,000.00	\$ 4,120.00	\$ 4,120.00
5354	Generator with Mass Lighting	1	DAY	\$ 200.00	\$ 206.00	\$ 206.00
5455	Flat Bed Truck under 25,000 lbs GVW	1	DAY	\$ 600.00	\$ 618.00	\$ 618.00
5556	18 Yard Dump Truck	1	DAY	\$ 1,600.00	\$ 1,648.00	\$ 1,648.00
5657	Service Truck with Equipment and Tools	1	DAY	\$ 1,200.00	\$ 1,236.00	\$ 1,236.00
5758	Cleaning / Television Inspection Equipment	1	DAY	\$ 3,400.00	\$ 3,502.00	\$ 3,502.00
5859	Portable/Towable Air Compressor w/ hose and tools (High Volume > 100 CFM)	1	DAY	\$ 240.00	\$ 247.20	\$ 247.20
5960	Portable/Towable Self Priming Pump w/sound attenuating enclosure	1	DAY	\$ 1,600.00	\$ 1,648.00	\$ 1,648.00
6061	Ride-On Sweeper	1	DAY	\$ 520.00	\$ 535.60	\$ 535.60
6162	Trench Shoring	1	DAY	\$ 640.00	\$ 659.20	\$ 659.20
6263	Dewatering Using Well Point Dewatering System, equal to 25 Well Points	1	DAY	\$ 3,200.00	\$ 3,296.00	\$ 3,296.00
LABOR						
6364	Project Manager	1	HOUR	\$ 185.00	\$ 190.55	\$ 190.55
6465	Superintendent	1	HOUR	\$ 165.00	\$ 169.95	\$ 169.95
6566	Foreman	1	HOUR	\$ 135.00	\$ 139.05	\$ 139.05
6667	Laborer	1	HOUR	\$ 100.00	\$ 103.00	\$ 103.00
6768	Operator	1	HOUR	\$ 125.00	\$ 128.75	\$ 128.75
6869	Truck Driver	1	HOUR	\$ 150.00	\$ 154.50	\$ 154.50
TOTAL BASE BID =						\$ 523,641.70
* PAYMENT FOR ALL WORK COMPLETED UNDER THIS CONTRACT SHALL BE IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT. PAYMENT SHALL BE MADE AT THE UNIT PRICES AS LISTED IN THE LIFT STATION GENERAL CONSTRUCTION SERVICES UNIT PRICE BID SHEET BASED ON MEASURED QUANTITIES FOR BID ITEMS NO. 1 THROUGH 39 40 . WORK TASKS THAT ARE INCIDENTAL TO THE LIFT STATION REHABILITATION PROJECT THAT ARE NOT COVERED UNDER A UNIT PRICE						
BID ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT COST		TOTAL
BID ITEM WILL UTILIZE BID ITEMS NO. 40 41 THROUGH 68 69 ON A TIME AND MATERIAL BASIS. MATERIALS AND SUBCONTRACTOR WORK ASSOCIATED WITH INCIDENTAL WORK UTILIZING BID ITEMS NO. 40 THROUGH 68 SHALL BE PAID ON COST PLUS 15% MARK-UP BASIS.						



LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

To: Governing Board
 From: Kara Fraraccio, Director of Finance and Administration
 Date: December 13, 2024
 Subject: Disposal of Renewal and Replacement Assets

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.

FA ID#	Description	Acquired Date	Estimated Life	Acquired Value	Disposed Value	Accumulated Depreciation	Book Value
FA00791	Great Plains software (OE146)	09/30/96	7	\$ 9,380.00	\$ 9,380.00	\$ 9,380.00	\$ -
FA00850	New Utility Billing Program (OE154)	09/30/98	5	58,620.00	58,620.00	58,620.00	-
FA00024	Jupiter Cove (DCTL11)	04/01/79	60	69,000.00	9,097.93	6,823.45	2,274.48
FA00010	Riverbend (DCTL3)	10/01/78	60	33,000.00	6,808.07	5,219.52	1,588.55
FA01340	Center St N GS (CTL179)	09/30/04	40	1,015,712.83	63,263.58	31,631.79	31,631.79
FA00925	Tequesta Peninsula (1995-1996) (CTL146)	04/01/79	40	2,723,398.92	32,152.96	19,291.78	12,861.18
FA00380	Admirals Cove 1A GS (DCTL163)	09/30/00	60	80,000.00	3,297.90	2,033.71	1,264.20
FA01147	(1) Vfd Filter Pump (TDE127)	09/30/02	10		1,907.52	1,907.52	-
FA01148	(1) Vfd Filter Pump (TDE127)	09/30/02	10		1,907.52	1,907.52	-
FA01149	(1) Vfd Filter Pump (TDE127)	09/30/02	10		1,907.52	1,907.52	-
FA01150	(1) Vfd Filter Pump (TDE127)	09/30/02	10		1,907.52	1,907.52	-
FA01162	Sludge System R&R Polymer Pump & Control (TDE130)	09/30/02	10		6,495.00	6,495.00	-
FA00565	R&R - Sixth & Orange Ave Repair (CTL93)	09/30/90	60		7,650.61	4,336.03	3,314.58
FA01078	Repair Broken Sewer Main On Orange Ave (CTL158)	09/30/02	40	5,874.00	5,874.00	3,230.86	2,643.14
FA00001	Initial C & T Lines (CTL1)	04/01/78	60	2,694,622.55	405,606.52	304,204.89	101,401.63
FA01010	LS131 Rehab (CTLS131)	09/30/01	15		19,291.00	19,291.00	-
FA00882	LS242 - Abacoa (CTLS117)	09/30/99	25	67,907.07	16,976.77	16,976.77	(0.00)
FA02767	Replace Gate #2 (TDS0111)	09/30/14	10		3,036.99	3,036.99	-
FA02768	Electric For Operations Gate #2 (TDS0111)	09/30/14	10		1,728.83	1,728.83	-
Total Assets to be Disposed					\$ 656,910.24	\$ 499,930.69	\$ 156,979.55

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 renewal and replacement asset disposals listed in the schedule above in accordance with the District’s Disposal of Surplus Tangible Personal Property Policy.”

Stephen B. Rockoff
CHAIRMAN

Kevin L. Baker
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

Dr. Matt H. Rostock
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

MEMORANDUM

TO: D. Albrey Arrington, Ph.D., Executive Director
FROM: Kris Dean, P.E., Deputy Executive Director
DATE: December 11, 2024
SUBJECT: R24009/Anaerobic Selector Zone Pilot Testing and Process Blower Improvements

This month we are asking for the Board to approve the purchase of materials to implement an alternate pilot test plan for the Anaerobic Selector Zone Pilot Testing project. See Jason's memo under Tab 6B.

The material purchase is separate but integral to Baxter & Woodman's contract for the project, as such, coinciding with approval of the material purchase, staff have approved a no-cost time extension and schedule modification to Baxter & Woodman's contract as attached.

No action is required of the Board, this memo and supporting documentation are provided for informational purposes only.

Stephen B. Rockoff
CHAIRMAN

Kevin L. Baker
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

Clinton R. Yerkes
BOARD MEMBER

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

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

CHANGE ORDER 001

DATE: December 6, 2024

PROJECT NAME: Anaerobic Selector Zone Pilot Testing and Process Aeration System
Energy Efficiency Evaluation

OWNER: Loxahatchee River Environmental Control District

CONTRACTOR: Baxter and Woodman

THE FOLLOWING CHANGES: Extension of time to complete the project.

JUSTIFICATION: Process to change the method of anaerobic selector zone implementation approach per LRECD request and associated submittal and equipment shipment lead times.

CHANGE TO CONTRACT PRICE:

Original CONTRACT PRICE:	\$102,224.00
Current Contract Price including C.O.'s	\$102,224.00
Contract Price due to this Change Order will be <i>INCREASED</i> by:	\$0.00
The New Contract Price including this Change Order will be:	\$102,224.00

CHANGE TO CONTRACT TIME (OUTSTANDING MILESTONES ONLY):

	<u>Current</u>	<u>Proposed</u>
Task 1 – Anaerobic Selector Zone Pilot Testing		
Initiate Pilot Test	04/11/2024	01/19/2026
Submit Anaerobic Selector Zone TM - Draft	08/09/2024	05/19/2026
Draft TM - Anaerobic Selector Zone Rvw. Mtg.	08/23/2024	06/04/2026
Submit Final TM - Anaerobic Selector Zone	09/06/2024	06/18/2026
Task 2 – Process Aeration System Energy Efficiency Evaluation		
Submit Process Aeration Sys. Energy Efficiency TM - Draft	08/22/2024	06/03/2026
Draft TM - Process Aeration Sys. Energy Efficiency Rvw. Mtg.	09/12/2024	06/25/2026
Submit Final TM - Process Aeration Sys. Energy Efficiency	09/26/2024	07/09/2026

APPROVED BY ENGINEER: *Brent W. Perry* 12/6/2024
DATE

APPROVED BY OWNER: _____
LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT DATE



LOXAHATCHEE RIVER DISTRICT

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D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

TO: D. Albrey Arrington, Ph.D., Executive Director
 FROM: Kris Dean, P.E., Deputy Executive Director
 DATE: December 13, 2024
 SUBJECT: Lift Station 082 Conversion – Contract Contingency – **Revision 3**

This is a construction project to convert Lift Station 082, the last Davco can station in service, to a standard submersible lift station with capacity to repump the District service area east of the Intracoastal from Jupiter Inlet south through Juno Beach. The project will include demolition of the existing can, conversion of the wet pit to a wetwell, triplex configured submersible pumping system, electrical and controls and emergency standby generator with ATS.

Work is progressing well but behind schedule due to layout conflicts and permitting. The consultant has been working with the contractor to quantify associated project delays and additional costs to construct the required revised facilities. The contractor has submitted the below pricing which is still under evaluation.

- 1. Wetwell drop assembly: \$10,959.93
 - 2. Concrete slab modifications for site and equipment layout: \$56,749.05
- Total: \$67,708.98**

The project was originally approved with a contingency of \$86,564.00, of which \$85,019.45 has been used. Staff are requesting an additional contingency of \$100,000.00 to negotiate the above changes at the staff level **and** provide additional contingency to address any additional items that may arise over the final 3 months of this project. Note, at this time, staff are unaware of any additional items that may impact the project.

Approved Contingency: \$86,564.00
Additional Request: \$100,000.00
Total: \$186,564.00

Staff recommend the following motion.

“THAT THE DISTRICT GOVERNING BOARD AUTHORIZE additional contingency in the amount of \$100,000 for Hinterland Group, Inc’s contract for Lift Station 082 Conversion.”

Stephen B. Rockoff
CHAIRMAN

Kevin L. Baker
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

Clinton R. Yerkes
BOARD MEMBER



LOXAHATCHEE RIVER DISTRICT

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D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

TO: D. Albrey Arrington, Ph.D.
FROM: Kris Dean, P.E., Deputy Executive Director/Director of Engineering
DATE: December 13, 2024
SUBJECT: Professional Engineering Services for 9278 Indiantown Road/20 Acres – Site Remediation: Change Order No. 004

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.

The District also 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. Professional engineering services required for the grant funded facilities were not part of the professional engineering services agreement approved in May 2023. To address professional engineering services required for grand funded facilities the following change orders were processed.

Change Order 001: Additional **\$39,480.000** for grant funded facilities design

Change Order 002: Extend professional engineering services schedule through contract award to January 16, 2025, allowing for Palm Beach County PZB coordination

Change Order 003: Traffic Statement and Access Management waiver Request

As design progresses additional permitting efforts have been identified to satisfy South Indian River Water Control District (SIRWCD) and South Florida Water Management District (SFWMD). KCI has proposed the attached change order to their scope of services to address the additional effort. This effort includes \$15,050.00 in additional fees and time extension rescheduling the construction contract award to September 18, 2025.

Stephen B. Rockoff
CHAIRMAN

Kevin L. Baker
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

Clinton R. Yerkes
BOARD MEMBER

Of note, during SFWMD's site inspection they noted two items. First, portions of the lake bank would be classified as wetland; however, the lake banks are exempt from this classification under F.S. 62-340.700 1.) SFWMD has acknowledged this exemption. Second, portions of the lake bank would provide foraging habitat for the woodstork and any loss of the foraging habitat should be offset with creation of woodstork foraging habitat. The current plan is to avoid these areas with construction activities for site remediation, parking facilities, chickee hut and nature trails. KCI has advised that moving forward as such should not increase impacts from these areas in the future.

Staff recommend the following motion:

“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute Change Order 004 with KCI Technologies, Inc. as detailed in their amendment dated December 10, 2024, which includes an additional \$15,050.00 in fees, and a time extension to September 18, 2025.”

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

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

CHANGE ORDER # 004

DATE: December 13, 2024

PROJECT NAME: Professional Engineering Services: 20 Acre(9278 Indiantown Road) Site Remediation

OWNER: Loxahatchee River Environmental Control District

CONTRACTOR: KCI Technologies Inc.

THE FOLLOWING CHANGES: Additional costs and time associated with SFWMD and SIRWCD permitting

JUSTIFICATION: See attached.

CHANGE TO CONTRACT PRICE:

Original CONTRACT PRICE:	\$ 77,700.00
Current CONTRACT PRICE	\$ 124,830.00
CONTRACT PRICE due to this Change Order will be <i>INCREASED/DECREASED</i> by:	\$ 15,050.00
The New CONTRACT PRICE including this Change Order will be:	\$ 139,880.00

CHANGE TO CONTRACT TIME:

The DATE OF AWARD of the construction contract will be: September 18, 2025

APPROVED BY ENGINEER: _____ DATE

APPROVED BY OWNER: _____ DATE
LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

**AMENDMENT NO. 4 TO PROFESSIONAL SERVICES AGREEMENT
KCI Project No. 482021095.02**

THIS AMENDMENT NO. 4 TO PROFESSIONAL SERVICES AGREEMENT (“**Amendment**”) is entered into as of the date of last signature (“**Effective Date**”) between KCI Technologies, Inc. (“**KCI**”) and Loxahatchee River Environmental Control District (“**Client**”), hereinafter referred to jointly as the “**Parties**” or singularly as the “**Party**”.

For clarification, this amendment is the next in a sequence of contract adjustments which included Amendment No. 1, Change Order No. 2 (for time extension only) and Amendment No. 3.

1. **Amendments to the Agreement.** The following sections of the Professional Services Agreement executed May 26, 2023 (“**Agreement**”) are hereby amended by mutual agreement of the Parties as of the Effective Date:

a) The SCOPE OF SERVICES section of the Agreement is amended by:

Deleting the deliverables of **Task 4 Design Development Plans (60% Submittal)** and in lieu of this task deliverable, KCI will provide a Draft Design Criteria Report for LRCED’s review and comment, followed by a Final Design Criteria Report detailing the design scope of work items agreed upon by LRECD’s representatives to be used to proceed with the project’s final Construction Document Plans (90% Submittal/Permit Set)

Lump sum fee for this task shall be.....No Charge

b) The SCOPE OF SERVICES section of the Agreement is amended by inserting at the end of the section the following:

KCI’s Services, including deliverables, shall also include those services detailed as follows:

Task 11 Site Plan Processing

KCI’s Site Plan Processing efforts have reached the allocated budget for this task and will require additional fees to cover the effort remaining to complete the review processes from the jurisdictional agencies and carry approvals to completion.

Unanticipated efforts attributed to reaching the allocated budget earlier than expected are:

1. SFWMD challenging the wetland delineation indicated on the KCI plans and information provided in KCI’s subconsultant’s 2021 environmental report that only identified wetlands at the NE portion of the site. SFWMD required on-site visitation with KCI representatives to validate the wetland delineation. In particular, the assessment of the perimeter of the existing lake by SFWMD interpreted the vegetative growth along the perimeter of the existing lake as littoral wetlands and the NE wetlands as staked should be revised to indicate an additional 5’ along the entire perimeter. KCI made considerable effort coordinating with SFWMD to arrive at a consensus solution acceptable to both parties.

2. During the PBC Building Dept. review additional coordination with FDEP and the Town of Jupiter was required.
3. Exhaustive efforts were made to coordinate with the AECOM reviewer (consultant for SIRCD) to determine their review response. Securing a response required months of regular follow-up, including escalating non-response with SIRCD.

This amendment covers the estimated additional KCI engineer’s effort to respond to the PBC Building Dept. and SFWMD to secure approvals (estimated 2 more rounds of RAIs and plan revisions associated with the review process).

Lump sum fee for this task shall be.....\$14,200.00

Task 14 Revise Topo Survey of Wetland Delineation

Subsequent to the on-site review by SFWMD environmentalists, the wetland delineation will require KCI’s surveyor to revise their certified survey of the staked wetlands to reflect an additional 5’ around the entire perimeter of the identified wetlands. Field re-staking of the extended limits of the wetland delineation area is not required.

Lump sum fee for this task shall be\$850.00

KCI’s Services, including deliverables, shall also include those services detailed as follows:

- a) The FEES AND PAYMENTS section of the Agreement is amended by replacing “a lump sum of \$124,830.00” with “a lump sum of \$139,880.00”.

2. **Definitions.** Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Agreement.
3. **Agreement Remains in Effect.** Except as expressly provided in this Amendment, all of the terms and provisions of the Agreement are and shall remain in full force and effect and are hereby ratified and confirmed by the Parties. On and after the Effective Date, each reference in the Agreement to “this Agreement,” “the Agreement,” “hereunder,” “hereof,” “herein,” or words of like import will mean and be a reference to the Agreement as amended by this Amendment.
4. **Counterparts.** This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Amendment electronically shall be effective as delivery of an original executed counterpart of this Amendment.

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed. Each Party warrants and represents that its respective signatories are duly authorized to execute this Amendment.

KCI:

KCI Technologies, Inc.

BY:



Signature

Kirk Hoosac, RLA

Name

Practice Leader

Title

12/10/2024

Date

CLIENT:

Loxahatchee River Environmental Control District

BY:

Signature

D. Albrey Arrington, Ph.D.

Name

Executive Director

Title

Date



LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

TO: D. Albrey Arrington, Ph.D., Executive Director
FROM: Kris Dean, P.E., Deputy Executive Director
DATE: December 19, 2024
SUBJECT: 24-0825/R24023/Plant Lift Station 001 Control Panel Purchase – Change Order 001 – Shipping Charges

Staff approved purchase of a new control panel for Plant Lift Station 001 in May 2024 as part of planned capital improvements to the station. Purchase price of the panel was \$64,885.00.

Freight charges for delivery of the panel are \$422.31. Total cost of the panel including shipping is \$65,307.31 and fall within Category III, requiring Board approval.

Staff recommend the following motion.

“THAT THE DISTRICT GOVERNING BOARD approve reauthorization of PO 24-0825 for \$65,307.31.”

Stephen B. Rockoff
CHAIRMAN

Kevin L. Baker
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

Clinton R. Yerkes
BOARD MEMBER

Vendor Name:	StaCon, Inc.		PURCHASE REQUISITION		
Address:	2525 S. Orange Blossom Trail				
Address:	Apopka, FL 32703		DATE OF REQUISITION:	12/12/2024	
Phone:	407-298-2227		WORK ORDER NUMBER:		
Email: <small>Send PO to:</small>			G/L ACCOUNT #:	50-50-6400	
			G/L ACCOUNT #:		
Vendor Rep			CAPITAL/R&R PROJECT #:	R24023	
SHIP TO:	LRECD		QUOTE NUMBER:	82454AA	
	2500 Jupiter Park Drive		QUOTE DATE:	5/6/2024	
	Jupiter, FL 33458		QUOTE EXPIRATION:	6/6/2024	
PURPOSE: REAUTHORIZATION for an additional \$422.31 for freight charge not included in original PO #24-0825. New total \$65,307.31.					
REQUESTED BY:			DATE REQUIRED:		DEPARTMENT:
Jason P.					OPS
QUANTITY	ITEM NUMBER/CODE	ASSET ID	PART OR SERVICE DESCRIPTION	PRICE	EXTENDED AMOUNT
1		LSP01-CTRLPANEL	Plant Lift Station No. 1 Control Panel	\$64,885.00	\$64,885.00
1			Reauthorization for freight charge	\$422.31	\$422.31
NOTES:				SUBTOTAL	\$65,307.31
				SHIPPING & HANDLING	\$0.00
				TOTAL	\$65,307.31
P.O. NUMBER		P.O. DATE			
24-0825		5/20/2024			



Invoice

Date Nov 22, 2024	Page 1
Invoice Number IN00090647	

2525 South Orange Blossom Trail
 Apopka, FL, 32703
Phone: 407-298-5940
Fax: 407-298-2227

Sold To:

Ship To:

LOXAHATCHEE RIVER DISTRICT
 2500 JUPITER PARK DRIVE
 JUPITER, FL 33458-8964
 USA

LOXAHATCHEE RIVER DISTRICT
 2500 JUPITER PARK DRIVE
 JUPITER, FL 33458-8964
 USA

Order No. 82454	Order Date Nov 21, 2024	Customer No. LOX001	PO Number 24-0825	Ship Via SEFL	Terms Net 30
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Qty. Ord.	Qty. Shp.	Qty. B/O	Item Number	Description	Unit Price	Extended Price
1	1	0	CTRLPANEL FRT	CONTROL PANEL SHIPPING & HANDLING	64,885.00	64,885.00
			<u>Due Date</u>	<u>Amount Due</u>		422.31
			Dec 22, 2024	65,307.31		
<div style="font-size: 2em; color: blue; font-family: cursive;">50506400</div> <div style="font-size: 2em; color: blue; font-family: cursive;">R24023</div>						
				Claims for shortages or damages must be made within (seven) 7 days after receipt of shipment. Failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by the purchaser.		

Comments: RE: LOXAHATCHEE LS 1 S/N - 24-0749	Tax summary: FL 0.00	Subtotal Total sales tax	65,307.31 0.00
Total amount Less payment			65,307.31 0.00
Amount due			65,307.31

Tracking Number: 40624447-2 1SKID 1103LBS

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LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

TO: D. ALBREY ARRINGTON, Ph.D., Executive Director
FROM: JASON A. PUGSLEY, P.E., Operations – Plant Manager
DATE: DECEMBER 13, 2024
SUBJECT: ANAEROBIC SELECTOR ZONE PILOT TEST – PURCHASE OF PILOT TEST EQUIPMENT

The District previously contracted with Baxter & Woodman (B&W) to evaluate and develop a Pilot Test Plan (Plan). The intent of the Plan was to outline the specific processes, procedures and proposed infrastructure modifications required to implement an anaerobic selector zone into the existing secondary treatment process. The current activated sludge treatment process includes a total of three (2 duty / 1 standby) aerations basins which are fully (i.e., 100%) aerated to create aerobic biological conditions within the basins. Anaerobic zones are specific areas where the influent wastewater is subject to oxygen free conditions prior to entering the aerated zones. While the existing treatment process is reliable and robust there are many challenges with the process which could potentially be significantly mitigated with the permanent integration of an anaerobic selector zone. The incorporation of anaerobic selector zones in activated sludge treatment systems has become more prevalent in the design of these systems over the last ten years. Anaerobic selector zones allow for the removal of readily biodegradable organic matter by polyphosphate accumulating organisms (PAOs) under anaerobic conditions. As a result, the growth of filamentous organisms is restricted, which limits their potential proliferation in the secondary treatment process. The presence of filamentous organisms in secondary treatment systems generally has a detrimental impact on sludge settling and results in sludge bulking and/or sludge carry over which impacts treatment quality. The District's WWTP has historically experienced high concentrations of filaments which have been generally addressed via the chlorination of the return activated sludge. Staff anticipates that the incorporation of anaerobic selector zones will result in a measurable reduction in reoccurring filaments and a corresponding positive impact on treatment performance resiliency.

As part of the Plan, B&W evaluated multiple alternatives to incorporate a temporary anaerobic selector zone at the influent side of each of the three (3) aerations basins for pilot test purposes. The alternatives were evaluated based on their similarity to full-scale conditions, the ease of implementation as well as the cost to implement. Consideration was also given to the ability to retain/reuse all or a portion of the pilot test modifications and equipment as part of full-scale implementation. In the end, the selected alternative will result in relatively minor modifications to the existing diffused aeration system manufactured by Sanitaire, a Xylem Brand.

Staff recommends the following motion:

“THAT THE DISTRICT GOVERNING BOARD authorize the purchase of the diffused aeration system components specified in Xylem Water Solutions USA, Inc. proposal, dated November 8, 2024, in the amount of \$107,100.00.”

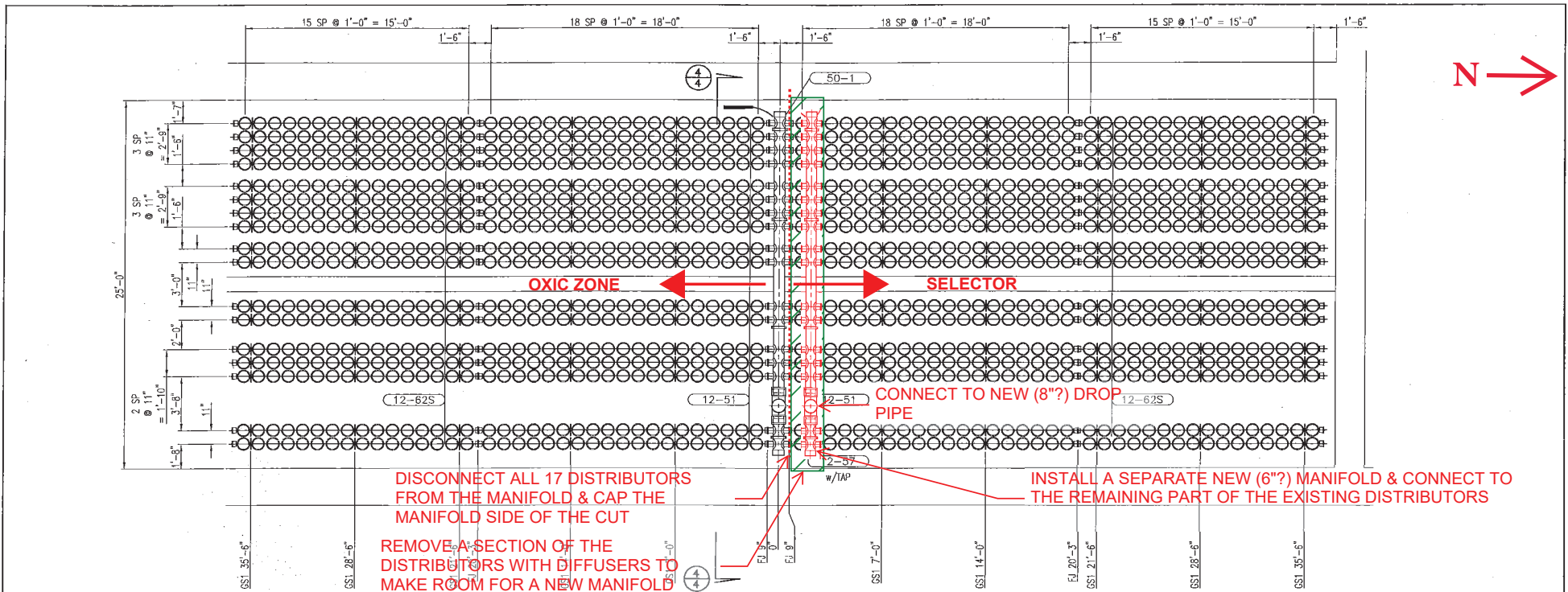
Stephen B. Rockoff
CHAIRMAN

Kevin L. Baker
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

Clinton R. Yerkes
BOARD MEMBER



DISCONNECT ALL 17 DISTRIBUTORS FROM THE MANIFOLD & CAP THE MANIFOLD SIDE OF THE CUT

REMOVE A SECTION OF THE DISTRIBUTORS WITH DIFFUSERS TO MAKE ROOM FOR A NEW MANIFOLD

INSTALL A SEPARATE NEW (6") MANIFOLD & CONNECT TO THE REMAINING PART OF THE EXISTING DISTRIBUTORS

MEMBRANE DISC AERATION SYSTEM MATERIAL AND MANUFACTURING SPECIFICATIONS (316L, PVC)

ITEM	MATERIAL SPECIFICATION	MANUFACTURING SPECIFICATION	NOTES
DROPLEG	316L STAINLESS STEEL ASTM A240	FITTINGS: TUBULAR PRODUCT: DIMENSIONS: ASTM A774 ASTM A778 ASTM A554	150# DRILLING FOR TERMINATION FLANGE CONNECTION. SCH 10 PIPE (0.148" WALL THICKNESS ON DROPLEG) * SEE BELOW
SUPPORTS	316L STAINLESS STEEL SHEETS AND PLATES PER THREADED RODS PER ASTM A240 ASTM A276		1" GRADE NOT REQUIRED FOR NON-WELDED PARTS
BOLTS, NUTS, WASHERS ANCHOR BOLTS	316 STAINLESS STEEL		
FIXED JOINT O-RING	NATURAL RUBBER/SBR		45 ± 5 DURONOMETER SHORE A COMPRESSION SET 5% MAXIMUM
EXPANSION JOINT O-RING	NATURAL RUBBER/SBR		40 ± 5 DURONOMETER SHORE A 0.45 COEFFICIENT OF FRICTION MAXIMUM
PVC DROPLEG	PVC COMPOUND ASTM D1784 12454-B	PIPE: FITTINGS: ASTM D1785 ASTM D2466	
MANIFOLD	PVC COMPOUND ASTM D1784 12454-B	PIPE: FITTINGS: ASTM D1785 ASTM D2466	
AIR DISTRIBUTORS	PVC COMPOUND ASTM D3915 124524	PIPE: FITTINGS: ASTM D3034 ASTM D3034	MINIMUM 2% TITANIUM DIOXIDE
DIFFUSER HOLDER, SUBPLATE & RETAINING RING	PVC COMPOUND ASTM D3915 124524		MINIMUM 2% TITANIUM DIOXIDE
DIFFUSER ELEMENT	EPDM		
PVC SOLVENT WELDING	ASTM D2564	ASTM D2855	

- LEGEND
- FJ -FIXED JOINT
SEE DETAIL FB-10A
SHEET 8
 - GS1 -GUIDE SUPPORT (2346-12S)
SEE DETAIL SUP-1
SHEET 7
 - -9" MEMBRANE DIFFUSER ASSEMBLY
SEE DETAIL FB-3
SHEET 8
 - D -REMOVABLE END CAP ASSEMBLY
SEE DETAIL FB-12A
SHEET 8
 - -CONTINUOUS PURGE ASSEMBLY
SEE DETAIL PURGE-18
SHEET 8
 - PRESSURE TAPS
SEE DETAIL NS-1
SHEET 8
 - FOR TYPICAL AIR DISTRIBUTOR SECTION
SEE DETAIL FB-22C
SHEET 7

AERATION BASINS 1 & 3
4 REQUIRED AS SHOWN

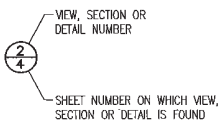
AERATION BASIN 2
2 REQUIRED ROTATED 180°

PLAN VIEW ③

GRID TYPE 1
3-TANKS
2-GRIDS PER TANK
17-AIR DISTRIBUTORS PER GRID
70-HOLDERS PER AIR DISTRIBUTOR
1190-HOLDERS PER GRID
70-DIFFUSERS PER AIR DISTRIBUTOR
1190-DIFFUSERS PER GRID
7140-TOTAL DIFFUSERS INSTALLED FOR THIS GRID TYPE

NOTE: SUPPORT SPACING
Every attempt has been made to insure locational dimensions of the supports are correct. However, after one line of air distributor anchors for any grid type have been installed, the locations must be checked for proper clearances by installing the supplied air headers. Spacing between lines must be checked for fit with the cross manifold and drain line. Any discrepancies or interferences must be brought to the attention of SANITAIRE prior to further installation. The actual support anchor locations must be indexed from the centerline of the manifold.

The actual accumulative dimensional error from the manifold to the anchor bolt must not exceed ± 3/4".



4			
3			
2			
1			
NO.	DATE	REVISION	BY

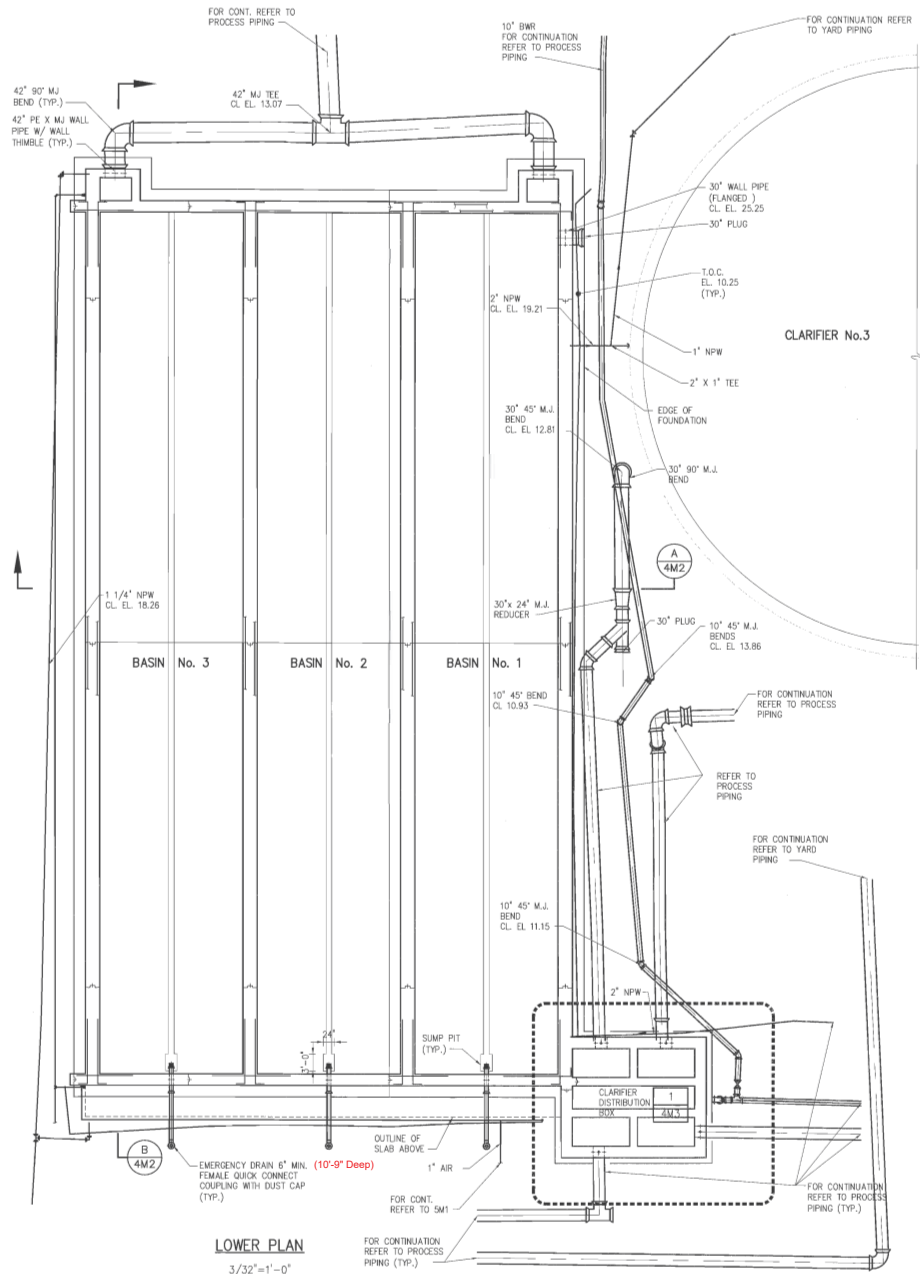
LOXAHATCHEE RIVER ECD
WASTEWATER TREATMENT PLANT

AERATION BASINS 1, 2 & 3
GRID TYPE 1
PLAN VIEW

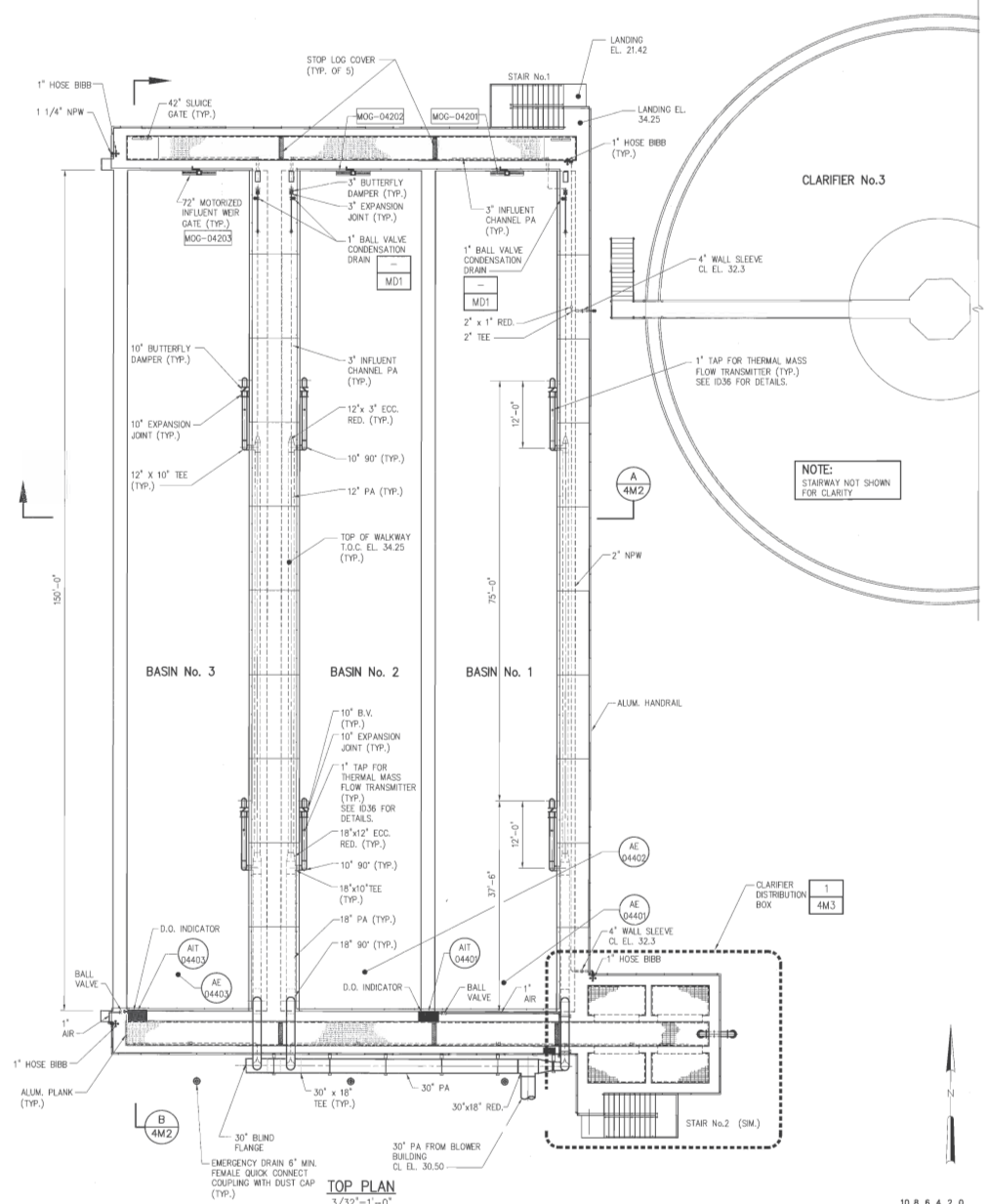
Sanitaire
ITT Industries

SAINTAIRE
DRAWN BY: MRL DATE: 5-2-88
CHECKED BY: RBL DATE: 7-7-88
APPROVED BY: [Signature] DATE: 7/14/88

WISCONSIN 53223
MILWAUKEE, WISCONSIN
MIL 04-5905S
REV. E-3
OF 14



LOWER PLAN
3/32"=1'-0"



TOP PLAN
3/32"=1'-0"

RECORD DRAWING 3/32"=1'-0"

10 8 6 4 2 0 11'

NO.	DATE	ISSUED FOR	DESIGNED	J.W.R.
5	10-31-07	RECORD DRAWING	D.G.B.	
4	10-15-04	AS-BID	D.G.B.	ORCO/B.G.W.
3	7-18-04	FOR BIDDING	D.G.B.	J.C.K.
2	3-5-04	FOR SUBMITTAL	D.G.B.	
1	10-10-03	FOR SUBMITTAL	D.G.B.	
NO.	DATE	ISSUED FOR	BY	

DESIGNED	J.W.R.
DRAWN	ORCO/B.G.W.
CHECKED	J.C.K.
PROJ. ENGR.	D.G.B.
DATE	
DESIGNED BY	
DRAWN BY	
CHECKED BY	
PROJ. ENGR. BY	

HAZEN AND SAWYER
Environmental Engineers & Scientists
201 Corporate Boulevard, Suite 301
Boca Raton, Florida 33433
Certificate of Authorization Number: 2771

DANIEL G. BURDEN
P.E.
No. 53737

SCALE	3/32"=1'-0"
CONTRACT	-
CLIENTS PROJECT	-
ENGINEERS PROJECT	40557
CAD REFERENCE	405574M1

LOXAHATCHEE RIVER
ENVIRONMENTAL CONTROL DISTRICT

WASTEWATER TREATMENT PLANT
EXPANSION AND UPGRADE

**AERATION BASINS
MECHANICAL PLAN**

DATE	OCT 2007
SHEET	55 OF 315
DRAWING	4M1

Xylem Water Solutions USA, Inc.
247 Freshwater Way, Suite 200
Milwaukee, WI 53204
Tel 414.365.2200 Fax 414.365.2210

DATE: November 8, 2024

ATT: Loxahatchee River ECD

**RE: Loxahatchee River ECD
Selector Pilot Upgrade Rev_1**

We propose to furnish the following Aeration Equipment subject to the terms and conditions set forth herein:

Drawing 04-5905s

A. EQUIPMENT AND SERVICE

The Xylem Water Solutions USA scope of supply for this project includes the following equipment and services:

1. Project Materials:

Providing materials for Selector Pilot Upgrade as follows.

Equipment for each grid typical of 3, will include:

- One 8-inch 316L SS dropleg with flange connection.
- One 8-inch 316L SS Elbow with flanges. (FL X FL)
- One 10-inch 316L TEE fitting. (FL X FL XFL)
- One 10-inch to 8-inch 316L SS reducer with flanges. (FL X FL)
- One 10-inch 316L flange.
- 8-inch Butterfly valve with actuator. (FL X FL)
- One SCH 40 PVC Lower dropleg with connection to the manifold.
- One SCH 40 PVC manifold with connections for each of the seventeen 4-inch air distributors.
 - Seventeen fixed anti-rotational joint connection to the air manifold.
 - Seventeen end cap assemblies for blanking existing manifold.
- Three stainless steel upper dropleg support stands with hold down clamps.
- One JCM coupling for connection between upper SS dropleg and lower PVC dropleg.
 - Note: Due to allowed manufacturing tolerances; existing supports may need relocated for exact alignment during the reinstallation process. Any cost associated with support relocation is not the responsibility of Xylem.

- Four 8-inch manifold supports with guide clamps.
- 316L Flanges, bolts, nuts, neoprene gaskets and O-rings necessary to assemble the system.
- 304 Stainless steel epoxy anchor bolts for the manifold.

NOTE: Anchor bolts are designed for installation in 4000 PSI Concrete Per ACI Committee 350 ("Concrete Sanitary Engineering Structures").

2. **Engineering Drawings:** Required sets of engineering drawings.
3. **O & M Manuals:** Updated drawings will be provided for insertion into the Owners Existing O&M
4. **Field Installation Guidance and Start-Up Services:** None.

B. EXCLUSIONS

The following are specifically excluded from our proposal:

1. Any Stainless-steel air main feed pipe and feed pipe supports.
2. Installation or modification of equipment furnished by Xylem-Sanitaire.
3. Welding of any kind for SS piping and flanges.
4. Field wiring, field wiring terminations, conduits and field wireways.
5. All costs associated with video recording services.
6. All field testing (anchor bolt strength testing, leakage, level, uniformity, mixing and pressure testing)

C. ESTIMATED SUBMITTALS AND DELIVERIES

The submittal schedule begins after acceptance of purchase order by Sanitaire. Delivery schedule begins after receipt of approved drawings; Assume two-week turnaround of submittals by the review engineer.

Submittals for approval only: 10-14 weeks after receipt of order acceptance.
Equipment Shipment: 16-20 weeks upon submittal approval.

Xylem Field Services: None.

D. PRICING

Pricing for the equipment and field services outlined in this proposal, DAP Jobsite per Incoterms 2020, Full freight allowed to destination:

Project Total \$107,100

E. PRICE NOTES

1. Taxes are not included. Purchaser to pay directly all applicable taxes separate from purchase order to Xylem Water Solutions USA.
2. All prices quoted shall be valid for 45 days from the date of bidding.
3. The prices are based on the equipment being released for shipment by the 3rd Quarter, 2025.
4. Prices on orders received after the above deadline or specifying later shipping dates shall be subject to review and possible adjustment in line with the then existing economic conditions.
5. Terms of Payment:
 - 30% Net 30 days upon receipt of purchase order.
 - 60% Net 30 days following shipment of product.
 - 10% Net 30 days NTE 150 days – following installation (whichever comes first)
6. An interest charge of 1 1/2% per month will be added to past due accounts.
7. This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted. Terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between parties. Different terms are hereby rejected unless expressly assented to in writing.

F. WARRANTY

Xylem Water Solutions USA warrants all parts to be free from defective material and workmanship for a period of one (1) year after startup or eighteen (18) months after shipment (whichever comes first) and to furnish to the Owner replacements for any such items found to be defective within that period.

Thank you for considering our proposal for this equipment.

Very sincerely yours,
Brett Harrison
Territory Manger- Aftermarket
(980) 402-4709
Brett.harisson@xylem.com



**Xylem Water Solutions USA, Inc.
Sanitaire Products**

247 W. Freshwater Way, Ste. 200
Milwaukee, WI 53204
Tel 414-365-2200
Fax 414-365-2210

November 8, 2024

TO: Loxahatchee River ECD - Jupiter, FL

RE: Sanitaire Product Sales

This letter is to confirm that Xylem Water Solutions is the proprietary manufacturer and provider of all SANITAIRE® diffused aeration equipment and replacement parts. Moss-Kelley is the exclusive authorized representative for the sale of Xylem SANITAIRE® products and systems for municipal water and wastewater treatment facilities in your region of the State of Florida.

Please let me know if I can be of additional assistance.

Sincerely,

Brett Harrison
Aftermarket Territory Manager
980-402-4709
4828 Parkway Plaza Blvd. Suite 200 Charlotte, NC 28217
Brett.Harrison@xylem.com



LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

TO: Governing Board
FROM: D. Albrey Arrington, Ph.D., Executive Director
DATE: December 10, 2024
SUBJECT: Jonathan Dickinson State Park & Senate Bill 80

Over the past several months, since the 2024-2025 Great Outdoors Initiative was put forth by the Florida Department of Environmental Protection (DEP), the Governing Board has discussed how you might weigh in on the matter to better safeguard Jonathan Dickinson State Park from excessive development. On December 4, 2024 Senator Harrell filed **Senate Bill 80 State Park Preservation Act** (attached following this memo), which seeks to amend 253.034 F.S., 259.032 F.S., 258.004 F.S. to achieve the following:

1. Increase the notice period to 30 days before a public hearing (see line 163 of SB 80);
2. Require management of relevant public lands to “*provide the greatest combination of benefits to the public and to the land’s natural resources*” (see lines 243-247 of SB 80);
3. Require relevant public lands to be “*Managed for conservation-based public outdoor recreational uses; public access and related amenities, including roads, parking areas, walkways, and visitor centers; and scientific research, including archaeology. Such uses must be managed in a manner that is compatible with and that ensures the conservation of this state’s natural resources by minimizing impacts to undisturbed habitat and using disturbed upland regions to the maximum extent practicable. As used in this subparagraph, the term “conservation-based public outdoor recreational uses” includes fishing, camping, bicycling, hiking, nature study, swimming, boating, canoeing, horseback riding, diving, birding, sailing, jogging, and similar conservation-based public recreational uses. The term does not include sports that require sporting facilities, such as golf courses, tennis courts, pickleball courts, ball fields, and other similar facilities.*” (see lines 248-263 of SB 80)
4. Allows within state parks the installation of camping cabins that have a maximum occupancy of six guests; which such cabins sited to avoid impacts to critical habitat and natural and historical resources. (see lines 315-322 of SB 80)
5. Prohibits the construction of structures which may cause significant harm to the resources of the state park. (see lines 323-326 of SB 80)
6. Requires construction activities, to the maximum extent practicable, be conducted in a manner that avoids impacts to a state park’s critical habitat and natural and historical resources. (see lines 326-332 of SB 80)

Stephen B. Rockoff
CHAIRMAN

Dr. Matt H. Rostock
BOARD MEMBER

Kevin L. Baker
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

Clinton R. Yerkes
BOARD MEMBER

7. Requires a report to be completed by 12/1/2025 that provides a condition assessment of state parks and their amenities and a plan to reduce or eliminate state park facility maintenance backlog by July 1, 2035. (see lines 374-393 of SB 80)

During prior public discussions on this matter the LRD Governing Board has expressed a desire to proactively work to (a) improve the notification and comment period for destruction of critical habitat within Jonathan Dickinson State Park and (b) minimize destruction, degradation, and fragmentation of native habitats within Jonathan Dickinson State Park, especially imperiled coastal scrub habitat, while ensuring the public has access to explore, experience, and connect with these remarkable habitats and species through nature-based recreation opportunities.

Our state parks are a sanctuary for native habitats and biodiversity that contributes to the resilience and beauty of our state's landscapes. As such, these wild landscapes deserve focused and sustained efforts to ensure that they continue to thrive. Senate Bill 80 is a proactive effort by the legislature that will achieve the goals previously identified by the LRD Governing Board.

Supporting Senate Bill 80 and companion legislation that will be submitted in the House of Representatives will achieve the LRD Governing Board's desired outcome of (a) improving the notification and comment period for destruction of natural resources within state parks and (b) minimizing significant harm to the natural resources within Florida's state parks, while providing the public with conservation-based public outdoor recreational opportunities.

Therefore, I offer the following motion for your consideration:

“THAT THE DISTRICT GOVERNING BOARD authorizes Chairman Rockoff to draft and submit a letter of support for Senate Bill 80 (to be considered in the 2025 legislative session) and directs the Executive Director to work to support this draft legislation and relevant companion legislation that may be introduced in the Florida House of Representatives during the 2025 legislative session.”

By Senator Harrell

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1 A bill to be entitled
2 An act relating to state land management; providing a
3 short title; amending s. 253.034, F.S.; requiring
4 public hearings for all updated conservation and
5 nonconservation land management plans; requiring the
6 Division of State Lands of the Department of
7 Environmental Protection to make available to the
8 public, within a specified timeframe, electronic
9 copies of land management plans for parcels of a
10 certain size and for parcels located in state parks;
11 making technical changes; amending s. 258.004, F.S.;
12 revising the duties of the Division of Recreation and
13 Parks of the Department of Environmental Protection;
14 specifying requirements for the management of parks
15 and recreational areas held by the state; defining the
16 term "conservation-based public outdoor recreational
17 uses"; making technical changes; amending s. 258.007,
18 F.S.; requiring the division to comply with specified
19 provisions when granting certain privileges, leases,
20 concessions, and permits; authorizing the division to
21 acquire, install, or permit the installation or
22 operation at state parks of camping cabins that meet
23 certain requirements; prohibiting the division from
24 authorizing certain uses or construction activities
25 within a state park; prohibiting the division from
26 acquiring, installing, or permitting the installation
27 or operation of any lodging establishment at a state
28 park; amending s. 259.032, F.S.; requiring that
29 individual management plans for parcels located within

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30 state parks be developed with input from an advisory
31 group; requiring that the advisory group's required
32 public hearings be noticed to the public within a
33 specified timeframe; requiring the department to
34 submit a report to the Governor and the Legislature by
35 a specified date; specifying requirements for the
36 report; providing an effective date.

37
38 Be It Enacted by the Legislature of the State of Florida:

39
40 Section 1. This act may be cited as the "State Park
41 Preservation Act."

42 Section 2. Subsection (5) of section 253.034, Florida
43 Statutes, is amended to read:

44 253.034 State-owned lands; uses.—

45 (5) Each manager of conservation lands shall submit to the
46 Division of State Lands a land management plan at least every 10
47 years in a form and manner adopted by rule of the board of
48 trustees and in accordance with s. 259.032. Each manager of
49 conservation lands shall also update a land management plan
50 whenever the manager proposes to add new facilities or make
51 substantive land use or management changes that were not
52 addressed in the approved plan, or within 1 year after the
53 addition of significant new lands. Each manager of
54 nonconservation lands shall submit to the Division of State
55 Lands a land use plan at least every 10 years in a form and
56 manner adopted by rule of the board of trustees. The division
57 shall review each plan for compliance with the requirements of
58 this subsection and the requirements of the rules adopted by the

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59 board of trustees pursuant to this section. All nonconservation
60 land use plans, whether for single-use or multiple-use
61 properties, must ~~shall~~ be managed to provide the greatest
62 benefit to the state. Plans for managed areas larger than 1,000
63 acres must ~~shall~~ contain an analysis of the multiple-use
64 potential of the property which includes the potential of the
65 property to generate revenues to enhance the management of the
66 property. In addition, the plan must ~~shall~~ contain an analysis
67 of the potential use of private land managers to facilitate the
68 restoration or management of these lands and whether
69 nonconservation lands would be more appropriately transferred to
70 the county or municipality in which the land is located for the
71 purpose of providing affordable multifamily rental housing that
72 meets the criteria of s. 420.0004(3). If a newly acquired
73 property has a valid conservation plan that was developed by a
74 soil and water conservation district, such plan must ~~shall~~ be
75 used to guide management of the property until a formal land use
76 plan is completed.

77 (a) State conservation lands must ~~shall~~ be managed to
78 ensure the conservation of this state's plant and animal species
79 and to ensure the accessibility of state lands for the benefit
80 and enjoyment of all people of this state, both present and
81 future. Each land management plan for state conservation lands
82 must ~~shall~~ provide a desired outcome, describe both short-term
83 and long-term management goals, and include measurable
84 objectives to achieve those goals. Short-term goals must ~~shall~~
85 be achievable within a 2-year planning period, and long-term
86 goals must ~~shall~~ be achievable within a 10-year planning period.
87 These short-term and long-term management goals are ~~shall be~~ the

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88 basis for all subsequent land management activities.

89 (b) Short-term and long-term management goals for state
90 conservation lands must ~~shall~~ include measurable objectives for
91 the following, as appropriate:

- 92 1. Habitat restoration and improvement.
- 93 2. Public access and recreational opportunities.
- 94 3. Hydrological preservation and restoration.
- 95 4. Sustainable forest management.
- 96 5. Exotic and invasive species maintenance and control.
- 97 6. Capital facilities and infrastructure.
- 98 7. Cultural and historical resources.
- 99 8. Imperiled species habitat maintenance, enhancement,
100 restoration, or population restoration.

101 (c) The land management plan must ~~shall~~, at a minimum,
102 contain the following elements:

- 103 1. A physical description of the land.
- 104 2. A quantitative data description of the land which
105 includes an inventory of forest and other natural resources;
106 exotic and invasive plants; hydrological features;
107 infrastructure, including recreational facilities; and other
108 significant land, cultural, or historical features. The
109 inventory must ~~shall~~ reflect the number of acres for each
110 resource and feature, when appropriate. The inventory must ~~shall~~
111 be of such detail that objective measures and benchmarks can be
112 established for each tract of land and monitored during the
113 lifetime of the plan. All quantitative data collected must ~~shall~~
114 be aggregated, standardized, collected, and presented in an
115 electronic format to allow for uniform management reporting and
116 analysis. The information collected by the Department of

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117 Environmental Protection pursuant to s. 253.0325(2) must ~~shall~~
118 be available to the land manager and his or her assignee.

119 3. A detailed description of each short-term and long-term
120 land management goal, the associated measurable objectives, and
121 the related activities that are to be performed to meet the land
122 management objectives. Each land management objective must be
123 addressed by the land management plan, and if practicable, a
124 land management objective may not be performed to the detriment
125 of the other land management objectives.

126 4. A schedule of land management activities which contains
127 short-term and long-term land management goals and the related
128 measurable objective and activities. The schedule must ~~shall~~
129 include for each activity a timeline for completion,
130 quantitative measures, and detailed expense and manpower
131 budgets. The schedule must ~~shall~~ provide a management tool that
132 facilitates development of performance measures.

133 5. A summary budget for the scheduled land management
134 activities of the land management plan. For state lands
135 containing or anticipated to contain imperiled species habitat,
136 the summary budget shall include any fees anticipated from
137 public or private entities for projects to offset adverse
138 impacts to imperiled species or such habitat, which fees must
139 ~~shall~~ be used solely to restore, manage, enhance, repopulate, or
140 acquire imperiled species habitat. The summary budget must ~~shall~~
141 be prepared in such manner that it facilitates computing an
142 aggregate of land management costs for all state-managed lands
143 using the categories described in s. 259.037(3).

144 (d) Upon completion, the land management plan must be
145 transmitted to the Acquisition and Restoration Council for

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146 review. Within ~~The council shall have~~ 90 days after receipt of
147 the plan, the council shall ~~to~~ review the plan and submit its
148 recommendations to the board of trustees. During the review
149 period, the land management plan may be revised if agreed to by
150 the primary land manager and the council taking into
151 consideration public input. The land management plan becomes
152 effective upon approval by the board of trustees.

153 (e) Land management plans are to be updated every 10 years
154 on a rotating basis. Each updated land management plan must
155 identify any conservation lands under the plan, in part or in
156 whole, that are no longer needed for conservation purposes and
157 could be disposed of in fee simple or with the state retaining a
158 permanent conservation easement.

159 (f) In developing or updating land management plans, at
160 least one public hearing must ~~shall~~ be held in any one affected
161 county.

162 (g) The Division of State Lands shall make available to the
163 public at least 30 days before the public hearing required by
164 paragraph (f) an electronic copy of each land management plan
165 for parcels that exceed 160 acres in size and for parcels
166 located within a state park. The division shall review each plan
167 for compliance with the requirements of this subsection, the
168 requirements of chapter 259, and the requirements of the rules
169 adopted by the board of trustees pursuant to this section. The
170 Acquisition and Restoration Council shall also consider the
171 propriety of the recommendations of the managing entity with
172 regard to the future use of the property, the protection of
173 fragile or nonrenewable resources, the potential for alternative
174 or multiple uses not recognized by the managing entity, and the

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175 possibility of disposal of the property by the board of
176 trustees. After its review, the council shall submit the plan,
177 along with its recommendations and comments, to the board of
178 trustees. The council shall specifically recommend to the board
179 of trustees whether to approve the plan as submitted, approve
180 the plan with modifications, or reject the plan. If the council
181 fails to make a recommendation for a land management plan, the
182 Secretary of Environmental Protection, Commissioner of
183 Agriculture, or executive director of the Fish and Wildlife
184 Conservation Commission or their designees must ~~shall~~ submit the
185 land management plan to the board of trustees.

186 (h) The board of trustees shall consider the land
187 management plan submitted by each entity and the recommendations
188 of the Acquisition and Restoration Council and the Division of
189 State Lands and shall approve the plan with or without
190 modification or reject such plan. The use or possession of any
191 such lands which ~~that~~ is not in accordance with an approved land
192 management plan is subject to termination by the board of
193 trustees.

194 (i)1. State nonconservation lands must ~~shall~~ be managed to
195 provide the greatest benefit to the state. State nonconservation
196 lands may be grouped by similar land use types under one land
197 use plan. Each land use plan must ~~shall~~, at a minimum, contain
198 the following elements:

199 a. A physical description of the land to include any
200 significant natural or cultural resources as well as management
201 strategies developed by the land manager to protect such
202 resources.

203 b. A desired development outcome.

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204 c. A schedule for achieving the desired development
205 outcome.

206 d. A description of both short-term and long-term
207 development goals.

208 e. A management and control plan for invasive nonnative
209 plants.

210 f. A management and control plan for soil erosion and soil
211 and water contamination.

212 g. Measurable objectives to achieve the goals identified in
213 the land use plan.

214 2. Short-term goals shall be achievable within a 5-year
215 planning period and long-term goals shall be achievable within a
216 10-year planning period.

217 3. The use or possession of any such lands that is not in
218 accordance with an approved land use plan is subject to
219 termination by the board of trustees.

220 4. Land use plans submitted by a manager shall include
221 reference to appropriate statutory authority for such use or
222 uses and shall conform to the appropriate policies and
223 guidelines of the state land management plan.

224 Section 3. Section 258.004, Florida Statutes, is amended to
225 read:

226 258.004 Duties of division.—

227 (1) ~~It shall be the duty of~~ The Division of Recreation and
228 Parks of the Department of Environmental Protection shall:

229 (a) ~~to~~ Supervise, administer, regulate, and control the
230 operation of all public parks, including all monuments,
231 memorials, sites of historic interest and value, and sites of
232 archaeological interest and value which are owned, or ~~which~~ may

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233 be acquired, by the state, ~~or to the operation, development,~~
234 ~~preservation, and maintenance of~~ which the state may have made
235 or may make contribution or appropriation of public funds for
236 their operation, development, preservation, and maintenance.

237 (b)(2) The Division of Recreation and Parks shall Preserve,
238 manage, regulate, and protect all parks and recreational areas
239 held by the state. The Division of Recreation and Parks ~~and~~ may
240 provide these services by contract or interagency agreement for
241 any water management district when the governing board of a
242 water management district designates or sets aside any park or
243 recreation area within its boundaries. All lands managed
244 pursuant to this chapter must be:

245 1. Managed in a manner that will provide the greatest
246 combination of benefits to the public and to the land's natural
247 resources; and

248 2. Managed for conservation-based public outdoor
249 recreational uses; public access and related amenities,
250 including roads, parking areas, walkways, and visitor centers;
251 and scientific research, including archaeology. Such uses must
252 be managed in a manner that is compatible with and that ensures
253 the conservation of this state's natural resources by minimizing
254 impacts to undisturbed habitat and using disturbed upland
255 regions to the maximum extent practicable. As used in this
256 subparagraph, the term "conservation-based public outdoor
257 recreational uses" includes fishing, camping, bicycling, hiking,
258 nature study, swimming, boating, canoeing, horseback riding,
259 diving, birding, sailing, jogging, and similar conservation-
260 based public recreational uses. The term does not include sports
261 that require sporting facilities, such as golf courses, tennis

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262 courts, pickleball courts, ball fields, and other similar
263 facilities.

264 ~~(c)(3) The Division of Recreation and Parks shall~~ Study and
265 appraise the recreational ~~recreation~~ needs of the state and
266 assemble and disseminate information relative to recreation.

267 ~~(d)(4) The Division of Recreation and Parks shall~~ Provide
268 consultation assistance to local governing units as to the
269 protection, organization, and administration of local recreation
270 systems and the planning and design of local recreational
271 ~~recreation~~ areas and facilities.

272 ~~(e)(5) The Division of Recreation and Parks shall~~ Assist in
273 recruiting, training, and placing recreation personnel.

274 ~~(f)(6) The Division of Recreation and Parks shall~~ Sponsor
275 and promote recreation institutes, workshops, seminars, and
276 conferences throughout this ~~the~~ state.

277 ~~(g)(7) The Division of Recreation and Parks shall~~ Cooperate
278 with state and federal agencies, private organizations, and
279 commercial and industrial interests in the promotion of a state
280 recreation program.

281 ~~(2)(8) This part shall be enforced by~~ The Division of Law
282 Enforcement of the Department of Environmental Protection and
283 its officers and ~~by~~ the Division of Law Enforcement of the Fish
284 and Wildlife Conservation Commission and its officers shall
285 enforce this part.

286 Section 4. Present subsection (5) of section 258.007,
287 Florida Statutes, is redesignated as subsection (7), a new
288 subsection (5) and subsection (6) are added to that section, and
289 subsection (3) of that section is amended, to read:

290 258.007 Powers of division.—

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291 (3) (a) The division may, as consistent with s. 258.004,
292 grant privileges, leases, concessions, and permits for the use
293 of land for the accommodation of visitors in the various parks,
294 monuments, and memorials in accordance with all of the following
295 provisions:

296 1. ~~provided no~~ Natural curiosities or objects of interest
297 may not ~~shall~~ be granted, leased, or rented on ~~such~~ terms that
298 ~~as shall~~ deny or interfere with free access to them by the
299 public.

300 2. ~~provided further,~~ Such grants, leases, and permits may
301 be made and given without advertisement or securing competitive
302 bids. ~~and~~

303 3. ~~provided further, that no~~ Such grants, leases, and
304 ~~permits may not~~ grant, lease, or permit shall be assigned or
305 transferred by any grantee without consent of the division.

306 (b) Notwithstanding paragraph (a), ~~after May 1, 2014,~~ the
307 division may not grant new concession agreements for the
308 accommodation of visitors in a state park that provides beach
309 access and contains less than 7,000 feet of shoreline if the
310 type of concession is available within 1,500 feet of the park's
311 boundaries. This paragraph does not apply to concession
312 agreements for accommodations offered at a park on or before May
313 1, 2014. ~~This paragraph shall take effect upon this act becoming~~
314 ~~a law.~~

315 (5) The division may acquire, install, or permit the
316 installation or operation at state parks of camping cabins that
317 have a maximum occupancy of six guests. The installation and
318 operation of camping cabins must be compatible with the state
319 park's land management plan and must be approved pursuant to s.

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320 253.034(5). Camping cabins must, to the maximum extent
321 practicable, be sited to avoid impacts to a state park's
322 critical habitat and natural and historical resources.

323 (6) The division may not authorize uses or construction
324 activities, including the building or alteration of structures,
325 within a state park which may cause significant harm to the
326 resources of the state park. Any use or any construction
327 activity must, to the maximum extent practicable, be conducted
328 in a manner that avoids impacts to a state park's critical
329 habitat and natural and historical resources. The division may
330 not acquire, install, or permit the installation or operation at
331 state parks of any lodging establishment as defined in s.
332 509.242.

333 Section 5. Paragraph (b) of subsection (8) of section
334 259.032, Florida Statutes, is amended to read:

335 259.032 Conservation and recreation lands.—

336 (8)

337 (b) Individual management plans required by s. 253.034(5),
338 for parcels over 160 acres and for parcels located within a
339 state park, must ~~shall~~ be developed with input from an advisory
340 group.

341 1. Members of the ~~this~~ advisory group shall include, at a
342 minimum, representatives of the lead land managing agency,
343 comanaging entities, local private property owners, the
344 appropriate soil and water conservation district, a local
345 conservation organization, and a local elected official. If
346 habitat or potentially restorable habitat for imperiled species
347 is located on state lands, the Fish and Wildlife Conservation
348 Commission and the Department of Agriculture and Consumer

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349 Services must ~~shall~~ be included on any advisory group required
350 under chapter 253, and the short-term and long-term management
351 goals required under chapter 253 must advance the goals and
352 objectives of imperiled species management without restricting
353 other uses identified in the management plan.

354 2. The advisory group shall conduct at least one public
355 hearing within the county in which the parcel or project is
356 located. For those parcels or projects ~~that are~~ within more than
357 one county, at least one areawide public hearing is ~~shall be~~
358 acceptable and the lead managing agency shall invite a local
359 elected official from each county. The areawide public hearing
360 must ~~shall~~ be held in the county in which the core parcels are
361 located. At least 30 days before the public hearing, notice of
362 the ~~such public~~ hearing must ~~shall~~ be posted on the parcel or
363 project designated for management, advertised in a paper of
364 general circulation, and announced at a scheduled meeting of the
365 local governing body before the actual public hearing.

366 3. The management prospectus required pursuant to paragraph
367 (7) (b) must ~~shall~~ be available to the public for a period of 30
368 days before the public hearing.

369 4. By July 1 of each year, each governmental agency and
370 each private entity designated to manage lands shall report to
371 the Secretary of Environmental Protection on the progress of
372 funding, staffing, and resource management of every project for
373 which the agency or entity is responsible.

374 Section 6. By December 1, 2025, the Department of
375 Environmental Protection shall submit a report to the Governor,
376 the President of the Senate, and the Speaker of the House of
377 Representatives which includes all of the following information

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378 regarding the state park system:

379 (1) The number of state parks with amenities or areas that
380 have limited use or are temporarily closed due to needed repairs
381 or inadequate infrastructure necessary to support conservation-
382 based public recreation uses.

383 (2) The system's estimated budget allocation expenditures
384 for the 2023-2024 fiscal year, broken down by salaries and
385 benefits, equipment costs, and contracting costs for the
386 following categories: operations, maintenance and repair, park
387 improvement, and administrative overhead.

388 (3) The estimated costs associated with the facility
389 maintenance backlog by each state park, including a plan to
390 reduce or eliminate the facility maintenance backlog for the
391 state park system by July 1, 2035, to ensure access to and the
392 safe enjoyment of such public lands for the residents of this
393 state and its visitors.

394 Section 7. This act shall take effect July 1, 2025.



LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

TO: GOVERNING BOARD
FROM: STEPHEN B. ROCKOFF, CHAIRMAN
DATE: DECEMBER 11, 2024
SUBJECT: EXECUTIVE DIRECTOR'S ANNUAL REVIEW

I have met with Dr. Arrington and reviewed his performance over the past year. My summary of his performance is attached. The approved budget includes 3.0% to be disbursed to employees exhibiting meritorious performance during their annual performance review.

I recommend the following draft motion 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 28, 2024, a 3% increase in base salary and a net \$15,000 bonus.”

Stephen B. Rockoff
CHAIRMAN

Kevin L. Baker
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

Clinton R. Yerkes
BOARD MEMBER

2024 KEY ACCOMPLISHMENTS

The District is committed to being reliable, innovative, sustainable, efficient, and cost-effective as we work to achieve our mission of protecting public health and preserving the Loxahatchee River watershed through innovative wastewater solutions, research, and environmental stewardship. Under my leadership, the District achieved the following key accomplishments in 2024:

- ★ 100% Regulatory Permit Compliance
- ★ 2024 WaterReuse Award Winner - Transformational Innovation
- ★ Received the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association (6th year in a row)
- ★ Effectively executed our new Environmental Education Strategic Plan
- ★ Neighborhood Sewering effectively has been completed
- ★ Continued systematic approach to improving workplace safety, e.g., >95% of work orders now include a job hazard assessment, near miss reporting has become routine, Arc Flash Study completed.
- ★ Completed various capital projects:
 - ✓ Lined 19,549 linear feet of gravity mains
 - ✓ Lined 22,162 linear feet of gravity services
 - ✓ Emergency generators at headworks and lift stations 160 and 296
 - ✓ Rehabilitated the following lift stations: 131, 210, 211, 233, 242
- ★ Updated our Solar Evaluation (still not cost effective)
- ★ Conducted a biosolids process evaluation and recommitted to renewing the SWA Biosolids Processing Facility interlocal agreement.
- ★ Received Board approval of the Conceptual Site Plan for 2500 Jupiter Park Drive that defines guiding principles when planning for future improvements at this property.
- ★ Completed IQ511 Pump Station Piping Improvements, which improves the resilience of our IQ Water system during protracted dry periods
- ★ Worked to improve the security and functionality of our information technology (IT)

- ★ Completed conversion of the District Customer Service Billing Software
- ★ Managed Hurricane Milton preparation and response
- ★ Negotiated TOJ discussion around potential fire station sited on our property
- ★ Assessed District risk and recommended self-insurance of \$16.9 million in low-risk assets, which resulted in an annual savings of \$115,795.
- ★ Managed and finalized Busch Wildlife Sanctuary exit from 2500 Jupiter Park Drive
- ★ Developed and reported on District's new annual dashboard
- ★ Published peer-reviewed research assessing the potential impact of glyphosate on seagrasses, i.e., *Silvera, O., R.J. Harris, and D.A. Arrington. 2024. Measuring herbicide (73.3% glyphosate) exposure response in Halophila ovalis (previously johnsonii) and Halodule wrightii seagrass. Marine Pollution Bulletin. 198:115885. <https://doi.org/10.1016/j.marpolbul.2023.115885>.*

ALBREY ARRINGTON 2024 ANNUAL REVIEW - BOARD CHAIR'S REVIEW COMMENTS

	CATEGORY	DESCRIPTION	EVALUATION
1	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?	Albrey continues to work collaboratively with the Governing Board to develop and carry out a clear vision of the District's present and future. The leadership organizational model he has built has created a work culture that inspires and motivates individuals and teams to strive for excellence. While he is required to make the final decision on specific matters that come before him, he is respectful of the opinions and others.
2	BOARD RELATIONSHIP	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 keep informed, in a clear and timely manner, regarding all relevant aspects of the District?	It is apparent from my observations since joining the Board 14 years ago, that Albrey successfully maintains an open, respectful, and collaborative relationship with the Board members, individually and collectively as the governing board. He always works diligently to ensure the Board is thoroughly aware of, and engaged in, all material issues.
3	STRATEGIC PLANNING	Are prioritized elements from the Strategic Plan being implemented? Is the organization aligned to the Mission, Vision, and Core Values?	Albrey and team demonstrate continued success implementing strategic initiatives that are fully aligned with LRD's Mission, Vision and Core Values. A recent illustration: Albrey and team successfully implemented a program defined in LRD's Environmental Education Strategic Plan, (approved by the Governing Board late in 2023).
4	PEOPLE MANAGEMENT	The respect and support that the LRD staff demonstrates for Albrey is very apparent in the manner in which he and team interact and work together.	The senior management team is technically strong and effective. Throughout the organization, LRD has staff with certifications, credentials, skills, and abilities necessary to get the job done effectively. Albrey gives staff credit for their achievements. LRD has experienced a relatively low turnover rate. In 2024, the LRD experienced a full time staff 10% turnover rate (effectively reduced to 6% if don't count new hires in their 6-month introductory period).
5	OPERATIONAL METRICS	Are metrics on the Executive Dashboard (e.g., revenues, expenses, safety, environmental education, customer satisfaction) indicative of a well-run organization?	Metrics in the Executive Dashboard and newly developed Annual Dashboard show effective organizational performance with detailed and relevant information available to Board and others.

ALBREY ARRINGTON 2024 ANNUAL REVIEW - BOARD CHAIR'S REVIEW COMMENTS (continued)

	CATEGORY	DESCRIPTION	EVALUATION
6	GOVERNANCE	Does the Executive Director implement procedures to ensure Governing Board actions and policies are effectively administered? Are District Rules and policies reviewed periodically?	LRD enabling act, rules, policies, and procedures are effectively documented and thoroughly deployed. This facilitates systematic compliance among all staff. Albrey and Team continuously review and make recommendations to update District rules and policies.
7	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?	LRD's organizational culture and adherence to policies are effectively managed by Albrey as demonstrated by our sixth consecutive year, our FY2023 Annual Comprehensive Financial Report was awarded the Certificate of Achievement for Excellence in Financial Reporting by the Government Finance Officers Association. (Albrey always gives credit to Kara and her team.)
8	DECISION MAKING EFFECTIVENESS	Does the Executive Director make recommendations and decisions that show sound judgment, clear thinking, and are designed to ensure effective use of organizational resources.	Albrey diligently engages the Board. He understands and respects each and every Board Member's individual perspectives on all matters of strategic and material importance. His communications - both oral and written - incorporate draft solutions and/or actions that maximize the opportunity for collaborative, constructive decisions and results and demonstrate sound judgment.
9	LEGAL & REGULATORY COMPLIANCE	Did the organization operate in compliance with relevant laws and governmental regulations? Did Executive Director respond appropriately to regulatory agency comments and recommendations.	Albrey demonstrates a comprehensive understanding of applicable laws and governmental regulations, He has effectively implemented compliance with same by the LRD Team as well as Board. He is an articulate spokesperson who collaborates with his team to assure compliance with relevant laws and regulations.
10	EXTERNAL RELATIONSHIPS	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?	Albrey continues to demonstrate a collaborative relationship between LRD and numerous local and regional agencies, including but not limited to the Bureau of Land Management, South Florida Water Management District, Department of Environmental Protection, Palm Beach County Environmental Resources Management, PBC Parks, and Seacoast Utilities, Solid Waste Authority.



Loxahatchee River District

Neighborhood Sewering Schedule - Revised June 2024

Rank #	Area Description	# Lots	Activity	Original Target Date	Revised Target Start Date	Heads Up Notice	Sewer Options	Notice Of Intent	Preliminary Assessment	Notice To Connect	Final Assessment	Boundry Interlocal / Legislative
11	Jupiter Farms (East)	708		TBD	TBD							Legislative
11	PB Country Estates	1547		TBD	TBD							Legislative
21	SE Indian Hills Drive	12	Property Records Review Determined Lots Abut US1 Right Of Way		Oct. 2024	Jan.2016	Mar. 2024	Jun. 2024				Legislative

Remnant Area

Rank #	Area Description	# Lots	Activity	Original Target Date	Revised Target Start Date	Heads Up Notice	Sewer Options	Notice Of Intent	Preliminary Assessment	Notice To Connect	Final Assessment	Boundry Interlocal / Legislative
	605+607 Military Trl (LPPS)	2		2022		Jun.2020		Jan.2021				Legislative
	18030 69 th Terrace	1	Application for developer project made; Comments on plans being addressed by applicant					Jun. 2024				Legislative
	7985 SE Island Way	2	Permitting Complete; Final Assessment July 2024					Aug. 2022	Jun. 2024	Mar. 2024	Jul. 2024	Legislative
	2966 Jamaica Drive	1	Statutory Way Provision – April 2024 (1 lot)					Aug. 2024				Interlocal
	19999 SE County Line Road	1										Legislative

Private Road Areas

Rank #	Area Description	# Lots	Activity	Original Target Date	Revised Target Start Date	Heads Up Notice	Sewer Options	Notice Of Intent	Preliminary Assessment	Notice To Connect	Final Assessment	Boundry Interlocal / Legislative
AA	Peninsular Road	3	Partial construction complete - June 2013 Soliciting easements for remainder of project	2010	AEO			Feb. 2010				Legislative
BB	Rivers Edge Road (Martin Co.)	35	Private Road-Easements Solicited - May 2014 Project Delayed	2013	AEO	Aug. 2010		Feb. 2014				Legislative
CC	171 st Street (Martin Co.)	7	Private Road - In House Design Easement rec'd from Church – April 2017 Grant received	2014	AEO	Oct. 2012						Legislative
D	Loggerhead Park (institutional)	6 EC's	Need Easements from County - No database	2014	AEO							Legislative
DD	Taylor Road	38		2015	AEO	Sept. 2011						Legislative
FF	North A1A	3	Postponed-Town activities in area - No database	2012	AEO							Legislative
GG	815 S US 1	9 EC's		2016	AEO	Nov. 2014						Legislative
GG	Rockinghorse (north of Roebuck Road)	11		2018	AEO	Jan. 2013						Legislative
GG	SE Castle Rd	5		2018	AEO	Jan. 2013						Legislative
GG	SE Jupiter Rd	4		2018	AEO	Jan. 2013						Legislative
HH	19485 Harbor Rd. S	6	Statutory Way Provision – May 2023 (1 lot)	2017	AEO	Jan. 2014		May 2024				Legislative
16	Limestone Creek Road West	49		2018	TBD	Jan. 2013						Legislative
	109 Old Jupiter Beach Road	1	Constr. Plans In Redesign Per Owner – Sept. 2023 - Approved May 2024; Under Construction June 2024			Sept. 2021 July 2022		Jun.2024		Aug.2024		Legislative
	182 nd Road North	12	Sewering Pricing Request by 50% of Owners Conceptual Design/Cost Est. - provided June 2023									Legislative
	6604 N 195th Place	1	Statutory Way Provision – Mar. 2024					May 2024				Legislative

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

SHENKMAN & SHENKMAN P.A.
2151 S. Alternate A1A, SUITE 1000
JUPITER, FLORIDA 33477
TELEPHONE (561) 822-3939
Curtis@PalmBeachLawyer.Law

LEGAL ASSISTANTS
REAL ESTATE
BONNIE HARRIS
CAROLINA INMAN
DENISE B. PAOLUCCI

December 10, 2024

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. The amount in controversy for materiality is \$40,000.00 or more.

Two (2) matters of potential pending litigation are reported under “Other Litigation”.

There is 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

LRD- manhole & gravity main line re-routing by Coastal Property Concepts (“Coastal”) real estate developer of new home under construction at 844 Oceanside Drive, Juno Beach, FL 33480.

Current Status. Legal Counsel, Engineering and Executive Staff met on November 6 to evaluate strategies to proceed with District enforcement of the violation with the goal of the District Asset being protected, safe and secure and the District being made whole in the process. Engineering and legal work are being conducted in the meantime with a target goal of January 2025 for the next conference meeting to make sure proper preparations are in place for effective communications for resolving the dispute.

History:

Oct 12, 2022, LRD Attorney Legal Opinion existing Manhole & gravity main line installed by developer in 2005 serving the Oceanside project development permits a reasonably sized home to be designed and constructed in accordance with the District’s Construction Standards.

Balance of 2022 and most of 2023: LRD Engineering Department and Developers Engineer communicate as to two (2) quotes the Developer’s Engineer received to install a new manhole and sewer line to bypass and abandon in place the existing manhole and existing line, in order that Developer’s planned construction meets the District’s construction Standards. LRD Engineering led to believe Developer was having this done as part of the construction.

October 2023. LRD Engineering discovers the Developer has progressed with the foundation and start of construction of the home WITHOUT installing the new manhole and sewer line.

Oct 26, 2023, LRD Attorney advising attorney for Coastal the home under construction is being built in violation of the District’s Construction Standards, must be addressed by home improvements relocated/reconstructed or new manhole and gravity main line so as not to be in violation of the District’s Construction Standards.

Oct 2023 Juno Beach Zoning Director advising LRD Engineering Juno Beach will withhold issuing the certificate of occupancy (“CO”) until LRD and Developer resolve the manhole violation.

Oct 2023-Jan 2024 LRD Attorney & Coastal Attorney in communications for resolution.

Jan 31, 2024, Coastal letter to Town of Juno Beach requesting extension of Building Permit #21-9596 seeking extension of Permit expiring blaming delay on manhole alleged not located properly by the District and requesting February 28, 2024, Town Council meeting to address the extension.

Feb 1, 2024, LRD Deputy Director official letter providing response to Town of Juno Beach addressing the manhole and gravity main line facts and circumstances.

Feb 28, 2024, Town of Juno Beach granted extension of Building Permit to June 1, 2024.

March 13, 2024, LRD Attorney communication to Attorney for Coastal of the representation made to Town of Juno Beach to get the extension by Coastal that Coastal is working with LRD to resolve the manhole issue.

March 27, 2024, Coastal Attorney confirmation in contact with Clark Cryer Engineer regarding preparing plans for new manholes to replace manhole in violation of District

standards.

April 2024 Coastal Attorney email reporting Clark Cryer Engineer not communicating.

June 1, 2024, Building Permit expired with the Town of Juno Beach and not extended.

June 7, 2024, LRD response to Estoppel letter request sending copy of the Feb 1, 2024, Deputy Director letter to the Town of Juno Beach addressing the manhole and gravity main line facts and circumstances.

July 2, 2024 LRD cooperates with Owner's request for Encroachments of Pool and Gas Line for Pool Heater into the Utility Easement, and reiterating the VIOLATION of the home built on top of the Manhole and Sewer transmission lines must be CURED in order for District to approve as condition prior to Town of Juno Beach issuing a Certificate of Occupancy for the home.

August 5, 2024, No Change in status. Owner's Building Permit expired.

August 8, 2024: LRD Attorney comprehensive Legal Demand letter to the Town of Juno Beach Attorney Len Rubin to set forth the legal justifications the Town of Juno Beach is entitled to not issue the final Certificate of Occupancy due to the health, safety and welfare violations of the 844 Owner in building new home improvements on top of existing manhole and gravity main serving multiple properties.

September 13, 2024. The Town of Juno Beach Attorney email to District's attorney regarding the Town recognizes the District's assertion the developer failed to adhere to the District's construction standards. However, the Town did not have an independent basis to not issue the Certificate of Occupancy and the Town did want to be exposed to liability from the developer for not issuing the Certificate of Occupancy when Town's position is its Building Inspector inspected the home and determined the home was connected to the sewer system and met all the building code provisions. Town's position is the District has other alternatives to enforce the violation of its construction standards.

Sept 18, 2024. Coastal Deeds property to Joseph Paul and Kathleen Paul for \$4,675,000.00.

Coastal took no action to correct the violation and Joseph and Kathleen Paul are the current owners of the Property that is in violation of the District's construction standards.

LRD vs. YComm, IDD, NextCity, Enegiz. \$42,021.74 Damage to LS134-FM02

Current Status: December 10, 2024, CNA's independent Claims Adjustor, Jerry Balester of Crawford & Company, telephone conference with LRD Attorney, requesting location and viewing of the site of the damages to take photos, understand how the damage may have occurred to the LRD's sewer line, and make a report to CNA so Claim can be finalized.

History:

November 20, 2023, Date of Loss.

June 28, 2024, LRD Attorney Demand Letter to 6 defendants with Joint & Several liabilities demanding \$42,021.74 damage claim be paid to LRD.

July 22, 2024, Communications with YComm's attorney that YComm takes responsibility and put in a claim to IDD's insurance policy, and NextCity's attorney (a division of FPL) that will make sure LRD gets paid.

August 2024 LRD Attorney communications with the CNA Insurance Claims adjustor, and preparation of LRD Attorney demand letter to the Defendant's c/o the CNA Claims adjustor Jake Hart to comprehensively set up the Claim for Damages.

November 2024. CNA Claims Adjustor continuing to investigate the Claim.

LIEN FORECLOSURES

NONE

MORTGAGE OR LIEN FORECLOSURES / LRD COUNTERCLAIMS/CROSSCLAIMS

NONE



7C - Engineer's Report

Not available for the month of December 2024





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

MEMORANDUM

To: Governing Board
 From: Kara Fraraccio, Director of Finance and Administration
 Date: December 13, 2024
 Subject: Monthly Financial Report

Cash and Investments Balance

Balance as of November 30, 2024

Institution	Rate	Book Value	Monthly Change in Investment	Market Value
U.S. Treasuries:				
U.S. Treasuries - Due 12/31/24	4.25%	12,336,350	3,864	12,359,203
U.S. Treasuries - Due 05/01/25	4.44%	5,530,140	18,042	5,548,182
Subtotal		\$ 17,866,490	\$ 21,906	\$ 17,907,385
Investment Accounts:				
Florida Prime - SBA	4.87%		\$ 32,302	\$ 8,103,585
Florida FIT - Preferred Cash Pool	4.56%		26,189	7,012,351
Bank United - Public Funds Reserve	4.35%		7,525	2,205,317
Subtotal			\$ 66,016	\$ 17,321,253
Cash Account:				
Truist-Hybrid Business Account	2.85%		\$ 11,234	\$ 6,022,252
Schwab Sweep Account	0.45%		123	15,174
Subtotal			\$ 11,357	\$ 6,037,426
Total			\$ 99,279	\$ 41,266,064

Investment Policy Compliance

Performance Measurements

Average weighted rate of return on investments is: 4.25%. As of 11/30/24, 3-month U.S. Treasuries were 4.39% and the 1-month Federal Fund Rate was 4.58%. The District's average weighted rate of return on investment of 4.25% is lower than our benchmark because we have just over \$6 million in our business checking account, which earns less than 3%.

Stephen B. Rockoff
CHAIRMAN

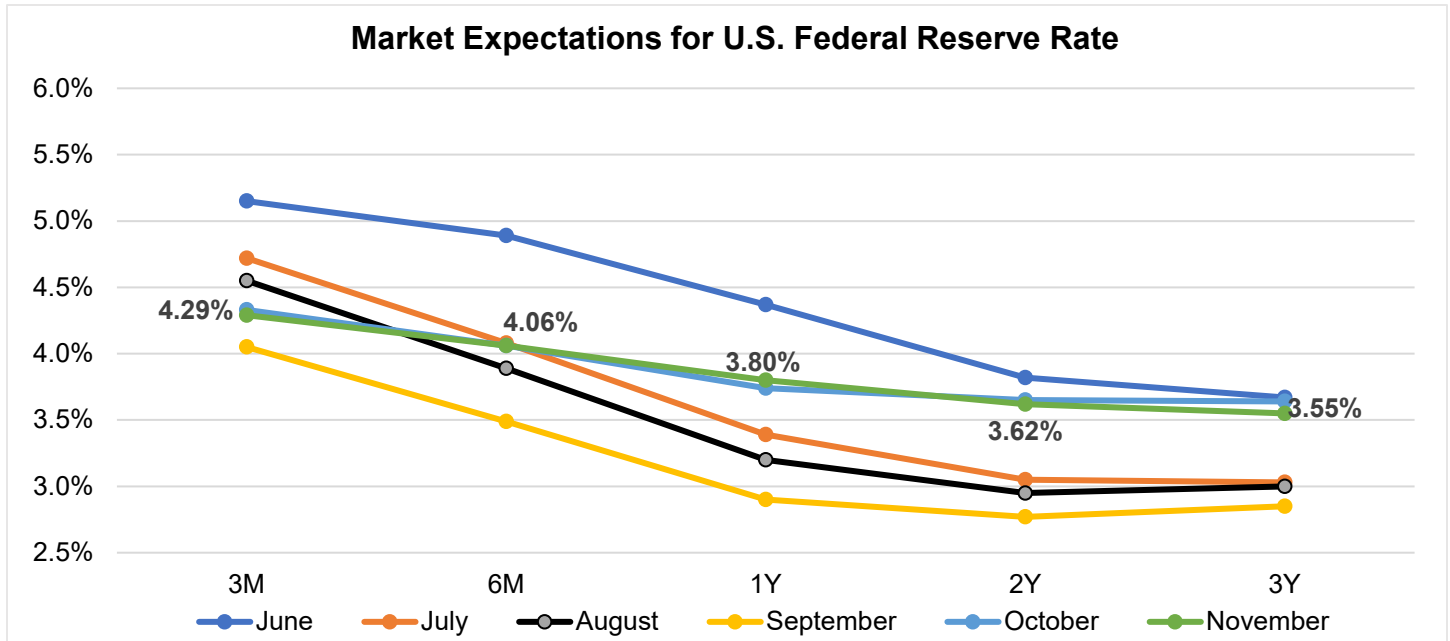
Kevin L. Baker
BOARD MEMBER

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Clinton R. Yerkes
BOARD MEMBER

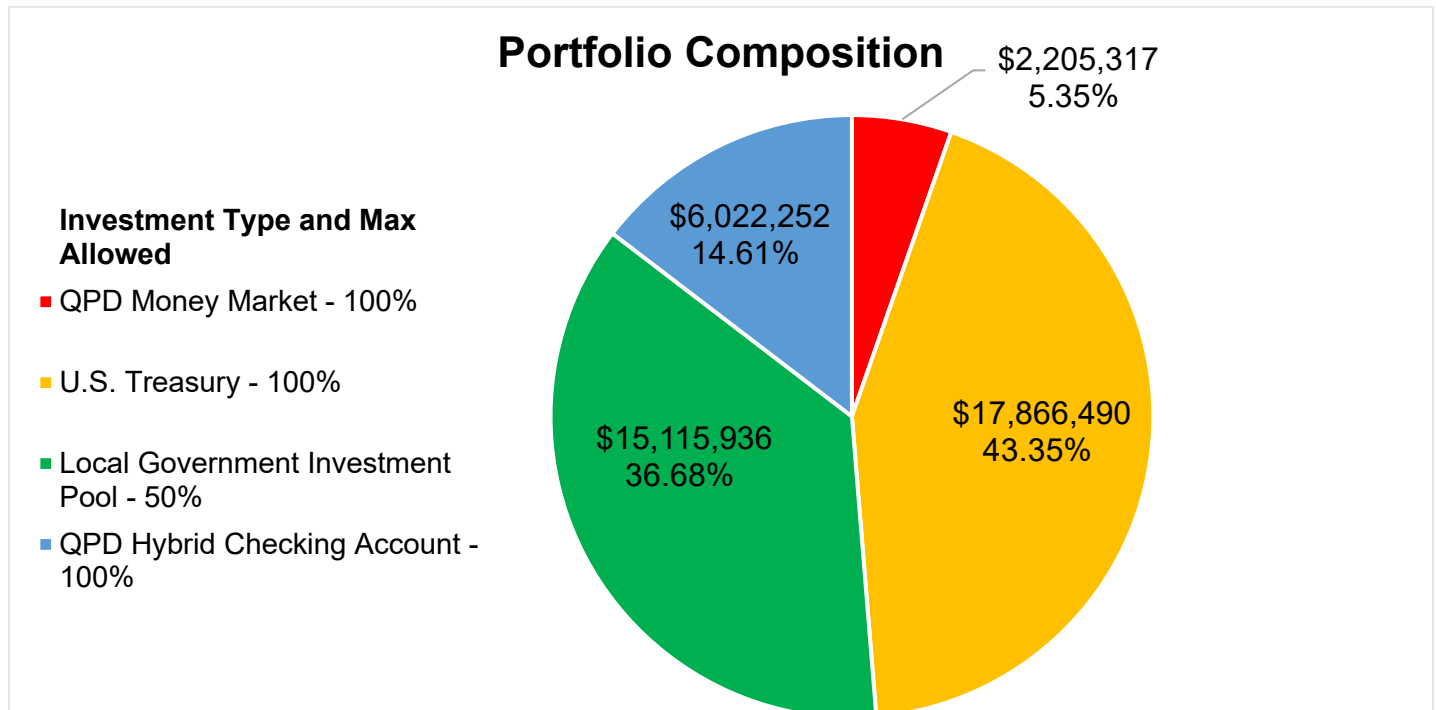
As illustrated in the chart below, the yield curve is beginning to flatten, with the gap between short-term and long-term interest rates narrowing. With the U.S. Treasury 10-year yield now back above 4%, we will be looking to add duration back into our portfolio. We will continue to monitor the yield curve and reassess our options as conditions evolve.



*Data as of November 30, 2024.

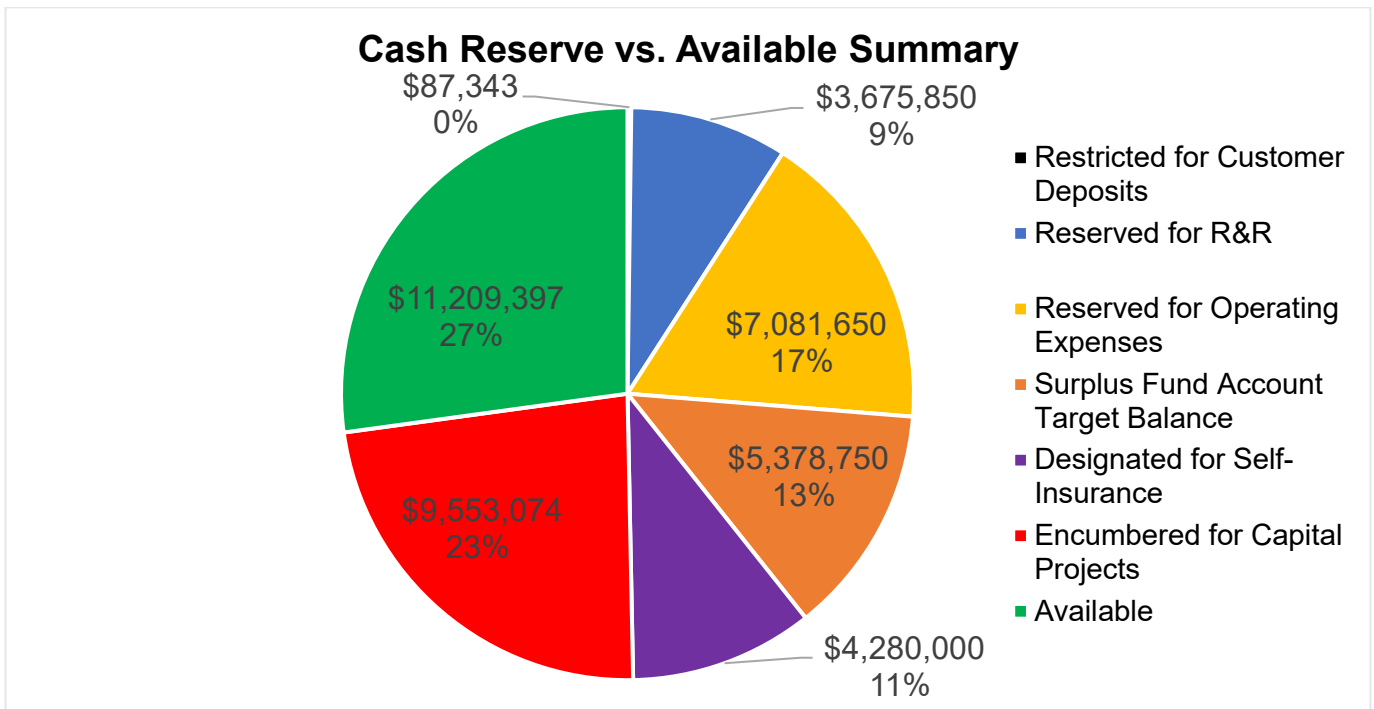
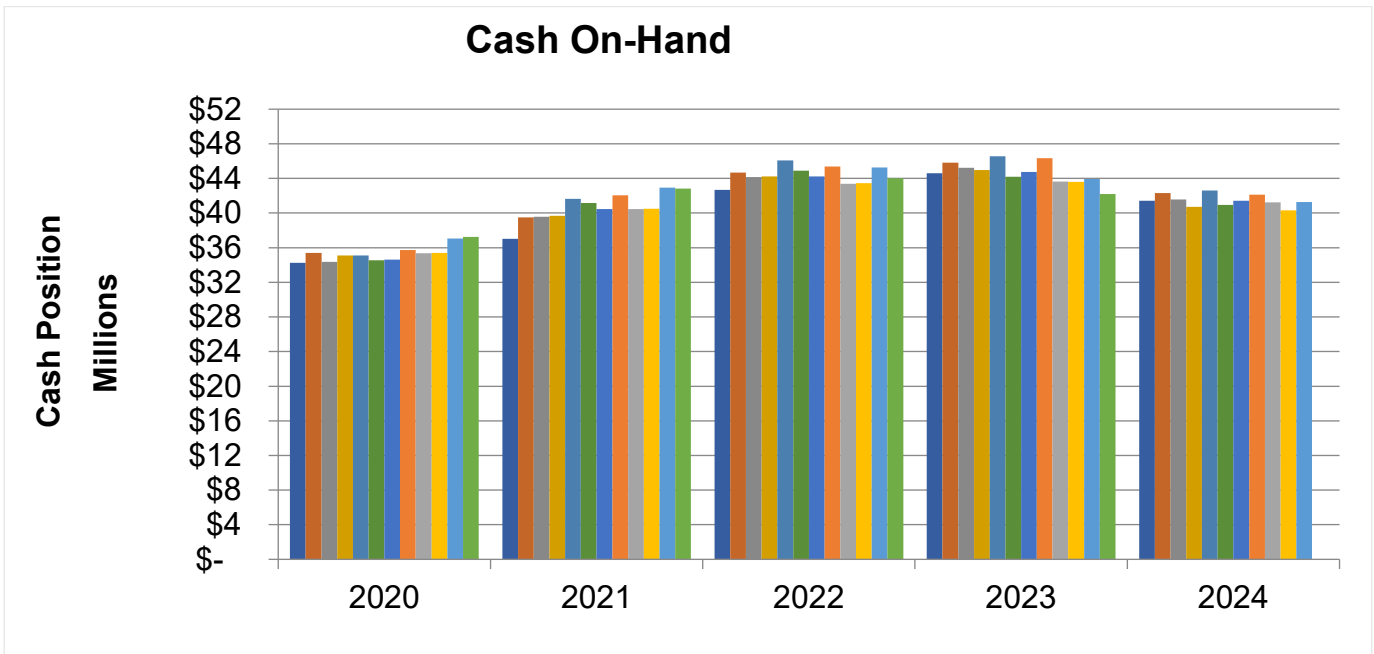
Portfolio Composition

The percentage allocation for investment types is presented below. The percentage allocation requirement for investment types is calculated based on the market value at the time of purchase. All investments percentages are in compliance with the District’s Investment Policy.



Cash Position

Cash position for November 2023 was \$43,936,002. Current Cash position is down by \$2,669,938.



Financial Information

- Legal fees billed in November were \$4,935. The fiscal year-to-date total is \$18,120.
- Estoppel fees collected in November totaled \$4,890. The fiscal year-to-date total is \$9,120.
- There was no septage billing in November.
- Developer’s Agreement – There were no new Developer Agreements in November.
- I.Q. Water Agreements – Antigua and New Haven 7A and 7B are past due for November.

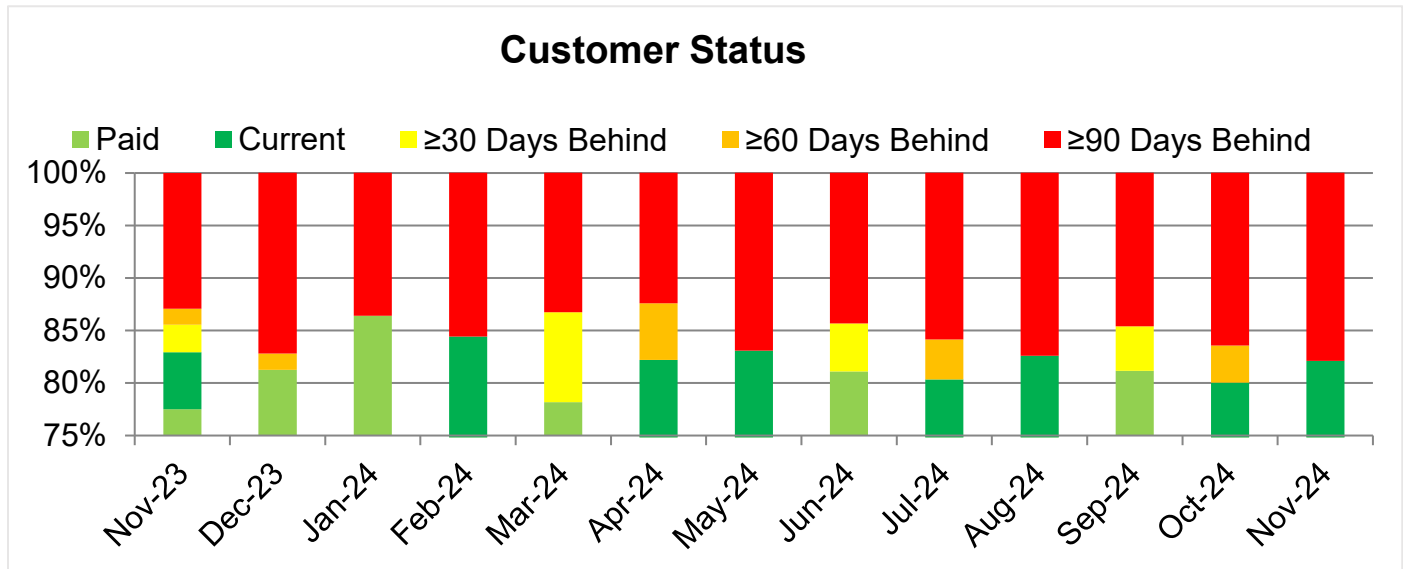
Summary of Budget vs. Actual

<i>Budget Benchmark</i> 16.67%	Nov-24 Actual	YTD Actual	FY 25 Budget	Favorable (Unfavorable)	Budget Expended	Nov-23 YTD
Revenues						
Operating Revenues						
Regional Sewer Service	\$ 1,558,468	\$ 3,116,210	\$19,029,455	\$ (15,913,245)	16.38%	\$3,113,147
Standby Sewer Service	10,191	20,382	100,000	(79,618)	20.38%	19,804
IQ Water Charges	206,525	409,995	2,500,000	(2,090,005)	16.40%	403,200
Admin. and Engineering Fees	676	3,846	50,000	(46,154)	7.69%	1,263
Other Revenue	24,878	86,068	500,000	(413,932)	17.21%	87,884
Subtotal Operating Revenues	1,800,738	3,636,501	22,179,455	(18,542,954)	16.40%	3,625,298
Capital Revenues						
Assessments	\$ 150,088	\$ 152,900	1,068,000	(915,100)	14.32%	240,196
Line Charges	4,673	27,437	400,000	(372,563)	6.86%	9,857
Plant Charges	30,150	96,492	600,000	(503,508)	16.08%	46,159
Capital Contributions				-		
Subtotal Capital Revenues	184,911	276,829	2,068,000	(1,791,171)	13.39%	296,212
Other Revenues						
Grants	3,000	3,000	200,000	(197,000)	1.50%	
Interest Income	185,426	164,191	2,242,100	(2,077,909)	7.32%	481,554
Subtotal Other Revenues	188,426	167,191	2,442,100	(2,274,909)	6.85%	481,554
Total Revenues	\$ 2,174,075	\$ 4,080,521	\$ 26,689,555	\$ (22,609,034)	15.29%	\$ 4,403,064
Expenses						
Salaries and Wages	\$ 901,967	\$ 1,227,867	\$8,457,300	\$ 7,229,433	14.52%	\$825,845
Payroll Taxes	63,477	86,865	600,800	513,935	14.46%	58,056
Retirement Contributions	133,729	182,143	1,258,300	1,076,157	14.48%	124,085
Employee Health Insurance	133,042	259,926	1,891,200	1,631,274	13.74%	278,650
Workers Compensation Insurance		56,145	64,500	8,355	87.05%	64,135
General Insurance		435,452	570,250	134,798	76.36%	456,070
Supplies and Expenses	93,207	247,725	1,234,920	987,195	20.06%	260,299
Utilities	125,218	254,479	1,816,020	1,561,541	14.01%	229,307
Chemicals	14,922	63,115	474,000	410,885	13.32%	66,710
Repairs and Maintenance	433,961	768,888	2,491,980	1,723,092	30.85%	486,296
Outside Services	304,883	343,506	2,375,280	2,031,774	14.46%	314,655
Contingency			225,000	225,000	0.00%	
Subtotal Operating Expenses	2,204,406	3,926,111	21,459,550	17,533,439	18.30%	3,164,108
Capital						
Capital Improvements	\$ 377,914	\$ 595,742	12,917,642	12,321,900	4.61%	939,934
Subtotal Capital	377,914	595,742	12,917,642	12,321,900	4.61%	939,934
Total Expenses	\$ 2,582,320	\$ 4,521,853	\$ 34,377,192	\$ 29,855,339	13.15%	\$ 4,104,042
Excess Revenues						
Over (Under) Expenses	\$ (408,245)	\$ (441,332)	\$ (7,687,637)	\$ 7,246,305		\$ 299,022

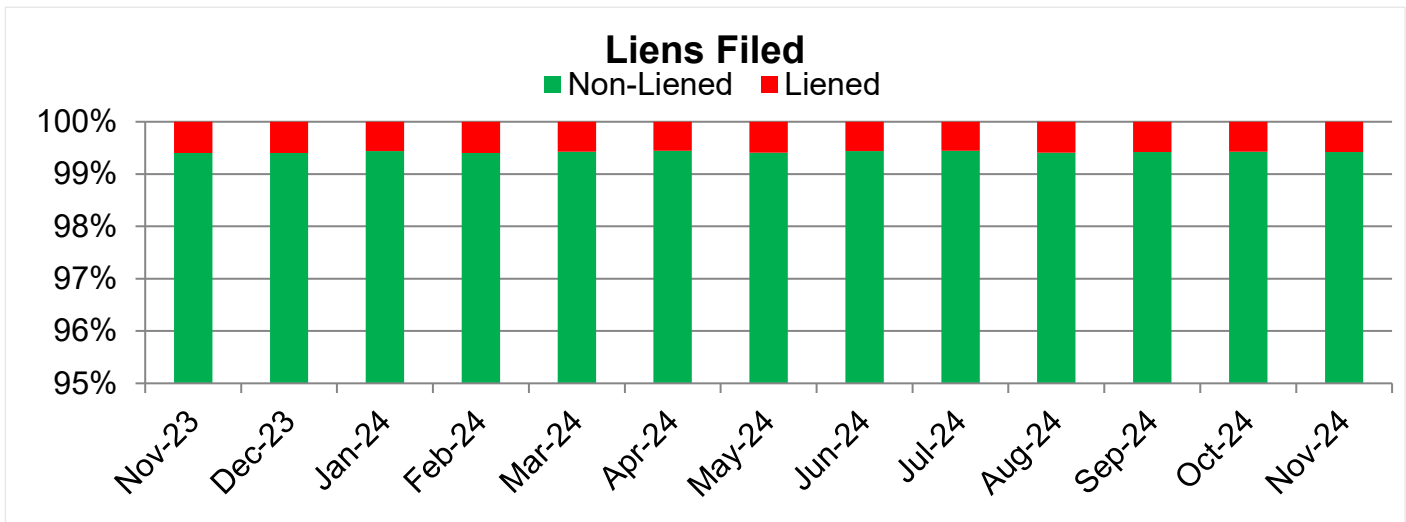
Total Capital expenses incurred and encumbered totalled \$9,201,572 or 71.23% of the capital budget. This includes funds encumbered in a prior fiscal year for projects that stretch across multiple fiscal years.

Accounts Receivable

The District’s fourth quarter billing was \$4,675,389, of this amount \$3,839,583 represents customer balances that are either paid or current. The chart below illustrates customers’ receivable status as a percentage of quarterly sewer billing. Paid or current balances represent approximately 82.0% billing.



The District serves approximately 33,474 customers. Currently, the District has 193 liens filed which represent approximately 1.0% of our customers.



Pending/Threatened Litigation

- No pending or threatened litigation.

Retirement Plan Administrative Committee Update

On December 3, 2024, the Retirement Plan Administrative Committee met in the Operations Conference room to discuss the Third Quarter Retirement Plan results. As of September 30, 2024, the Plan had 92 participants with participant assets totalling \$15,386,345; an average of \$167,243 per participant and a median of \$68,863. The majority of the Plan’s balance continues to be in the Self-directed Brokerage accounts (49.4%); however, that percentage continues to decline with new contributions coming in and going to the funds in the Core Line-up. All funds in the core investment line up were deemed to meet fundamental credentials. Underperforming funds were noted, but based on the available data, no funds were flagged for action.



LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

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

FROM: Kris Dean, P.E., Deputy Executive Director
Courtney Jones, P.E., Director of Engineering

DATE: December 12, 2024

SUBJECT: Capital Program and Engineering Services Report

Capital Projects: This month we continue with the revised Capital Projects Dashboard.

Revisions, noted below are

Total Projects: The total number of projects active in the capital program. This total number includes all projects regardless of dollar value.

Average % Complete: % complete of each project averaged over the overall # of projects.

Days Variance: Variance on the planned Finish Date of the project. Positive Variance means the project is late, negative Variance means the project is ahead of schedule.

Average Days Variance: Average Days Variance for all Capital Projects.



Stephen B. Rockoff
CHAIRMAN

Kevin L. Baker
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

Dr. Matt H. Rostock
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BOARD MEMBER

In-House Project Updates: The below report replaces individual consultant reports and standardizes the information provided for each project. Note this month continues the DRAFT format as staff continue working on new formatting and discussions with the Board.

% Complete Percent complete for the active portion of the project. Active portions can be planning efforts, design and permitting and/or construction based on the nature of the project.


Finish Variance Difference between the baseline finish date of a project and its current finish date.


Finish Date The current finish date for the project.

Upcoming Task/Submittal Notable upcoming events on the project.

Company	Project Name	PM	% Complete	Finish Variance	Finish Date	Upcoming Task/Submittal
	2966 Jamaica Drive	CJ	60	-119	2/3/2025	Substantial Completion is scheduled for November 30, 2024.
	Administration and Operations Fire Syst	JP	64	310	7/22/2025	11/22/24. Requested quotes from 3 vendors. Review of quotes in process.
	Administration Bathroom Renovation	JP	98	7	12/22/2024	Project near completion. Only work pending is additional work to flip stall doors to resolve clearance issues.
	Aeration Basin Fine Bubble Diffuser Repl	JP	0	0	8/18/2025	Proposal to be requested from existing manufacturer for replacement diffusers .
	Aeration Basin Influent Gate Operator	JP	53	277	7/4/2025	Received proposal from existing actuator manufacturer on 11/4/2024 at \$106,000. Proposal exceeds project budget. Alternate vendor to be evaluated. Schedule
	Australian and Palm Garden Manhole Ac	CJ	26	31	4/30/2025	Receive PBC R/W Permit.
	Blower Building Intake Louver Replacem	JP	25	395	8/9/2025	After multiple attempts to obtain quotations from qualified suppliers for in-kind replacement of the louver we have not been successful. J. Pugsley to create a set
	Clarifier 4 Rehabilitation	JP	7	49	3/23/2026	Requested proposal from Ovivo on 11/4/2024. Submission of proposal is pending.
	Data Sonde	BH	0	0		Finalize asset nomenclature in EAM and forward PO for approval.
	Disaster Recovery Site Setup	JC	25	3	2/23/2025	Obtain revised quote with an appropriate contract source - waiting on vendor; received partial BoM with quote for on-site portion of DR improvement
	Door Access Control Replacements	JC	87	0	1/30/2025	Continue install with LRD and low voltage contractor. Scheduled
	Emergency Notification System	JP	49	-154	2/27/2025	Nearly complete with installation of interior devices. Anticipate completion of interior devices by 12/16/24. Anticipate completion of installation of exterior devices by 2/14/25.
	Engineering Services Offices	CJ	17	0	11/24/2025	Defined scope with preliminary floor plans are due by the end of December.
	Front End Loader Replacement	JP	99	-275	11/29/2024	Front end loader delivered to site on 10/30/24. Project close-out and final payment in process .
	Headworks H2S Monitor - Odor Control	JP	31	0	3/29/2025	Scope preparation in process and also identifying potential vendors .
	Indian Hills Low Pressure Sewer System	CJ	15	47	7/19/2025	Receive Permits.
	IQ518 Pump Rebuilds	JN	0	0		
	IQ518 Pump Rebuilds	JN	0	0	9/30/2025	Schedule reinstallation of IQ518-P5.
	JLNQA FPL Pole Removal	KD	43	-66	4/9/2025	FPL approval of FPL design followed by payment of fees to FPL by the District .
	Lift Station 050 Collection System Rehal	CJ	60	-6	1/28/2025	Staff are coordinating with the contractor for final payment.
	Lift Station 081 Rehabilitation	CJ	29	0	1/31/2025	The contractor mobilizes in December 2024.



Company	Project Name	PM	% Complete	Finish Variance	Finish Date	Upcoming Task/Submittal
	Lift Station 148 Rehabilitation	CJ	15	19	5/18/2025	Issue PO.
	Lift Station 152 Rehabilitation	CJ	62	102	12/31/2024	The contractor has mobilized and completed all mechanical and structural work. The driveway should be completed by the end of December 2024 which completes all work.
	Lift Station 167 Rehabilitation	CJ	46	0	3/31/2025	Contractor to submit schedule for mobilization.
	Lift Station 177 Power and Control Panel	CJ	6	132	11/9/2025	Re-scoping project to include an upgraded VFD panel converting single phase line power to 3-phase pump circuits due to limitations on pump availability in a single-phase option.
	Lift Station 230 Rehabilitation	CJ	81	0	1/14/2025	Substantial Completion was reached on 11/8/2024. Project is scheduled to close by 1/14/2025.
	LP1260 Rehabilitation	CJ	14	0	4/29/2025	
	Main Generator 1 Enclosure Replacement	JP	13	-84	7/8/2025	Proposals for various alternates received from Pantropic power. Based on a review, Staff have decided to incorporate a new generator in the future maintenance building project. Project to be rescope and rescheduled .
	Mini Excavator	CJ	66	-148	12/30/2024	Excavator has been received and payment completed. The equipment trailer required for transport to job sites is scheduled for delivery by the end of December 2024
	Network Hardware Replacement - LS00	JC	41	0	12/18/2025	Quote for hardware received. Waiting on professional services
	New Ford Transit - Reuse	JP	78	0	4/25/2025	Delivery of vehicle pending. Added 30 days to "Manufacturing/Delivery" task based on delay. Exact extent of delays TBD.
	Plant Lift Station 001 Control Panel Replacement	JP	52	0	7/9/2025	Panel was delivered on 11/25/24 ahead of schedule. B. Ward in the process of preparing work scope to secure proposal from Hinterland for installation services.
	Portable Equipment Anchoring	CJ	95	30	12/31/2024	Substantial Completion was reached on 9/27/2024. Staff are coordinating with the contractor for final payment. Project scheduled to close by the end of December 2024.
	Portable Generator Replacement	JN	0	0	8/15/2025	Coordinate with Vendors for quotes
	Portable Pump Replacement	JN	0	0	11/15/2025	Coordinate with Vendors for quotes
	River Center Passenger Van	JP	18	49	10/18/2025	Presented to Board at November meeting. Will need to be reauthorized at December meeting to address need for 15 person van vs. 12 person. This resulted in project delays..
	San Palermo IQ Point of Connection	CJ	10	31	11/15/2025	Final design and invoice submittal from FPL for electric service.
	Science Center at JILONA	KD	19	0	7/7/2026	Demolition, Electrical, Plumbing and Mechanical Sheets.
	Server Life Cycle Replacement	JC	72	54	11/17/2024	GIS installed and working on configuration. Expect to begin testing 12/10/2024.
	Sludge Polymer Make Up System	JP	20	41	9/9/2025	Quotes received from three (3) vendors. Quotes have been evaluated and Req. to be submitted to K. Dean for approval on 12/10/24.
	Sludge Storage Tank Fine Bubble Diffuser	JP	0	0	7/4/2025	Proposal to be requested from existing manufacturer for replacement diffusers .

Company	Project Name	PM	% Complete	Finish Variance	Finish Date	Upcoming Task/Submittal
	Trailer Caddy	JP	19	0	9/23/2025	Proposal received from vendor. Attempting to identify alternate vendors for competitive solicitation. JP and NJ have tentative plans to review unit in field .
	Unit 14 Replacement - Construction	JP	70	0	4/24/2025	Delivery of vehicle pending.
	Unit 21 Replacement - Wild Pine Lab	JP	100	52	11/21/2024	Vehicle delivered on 10/22/2024. Final invoice paid 10/31/2024. Project complete.
	Unit 24 Replacement - Engineering	JP	87	115	1/23/2025	Delivery of vehicle pending.
	Unit 25 Replacement - Ops Admin	JP	100	59	11/28/2024	Vehicle delivered on 10/29/2024. Final invoice paid 10/31/2024. Project complete.
	Unit 26 Replacement - Collections	JP	84	115	1/23/2025	Delivery of vehicle pending. Added 30 days to "Manufacturing/Delivery" task based on delay. Exact extent of delays TBD.
	Unit 27 Replacement - Reuse	JP	17	38	1/7/2026	PO issued 11/25/24
	Unit 29 Replacement - Collections	JP	17	37	1/6/2026	PO issued 11/25/24
	Unit 63 - New F550 Crane - Constructor	JP	18	24	12/24/2025	PO issued 11/25/24.
	WWTP Electrical Upgrades - Phase 1	JP	85	203	1/17/2025	Quotes previously requested from Hinterland. Submission of quote is delayed. Schedule adjusted assuming quote submitted by 1/1/2025 and presentation at Jan. 2025 Board meeting .

Consultant Project Updates:


The below report replaces individual consultant reports and standardizes the information provided for each project. Note this month continues the DRAFT format as staff continue working on new formatting and discussions with the Board.

% Complete Percent complete for the active portion of the project. Active portions can be planning efforts, design and permitting and/or construction based on the nature of the project.

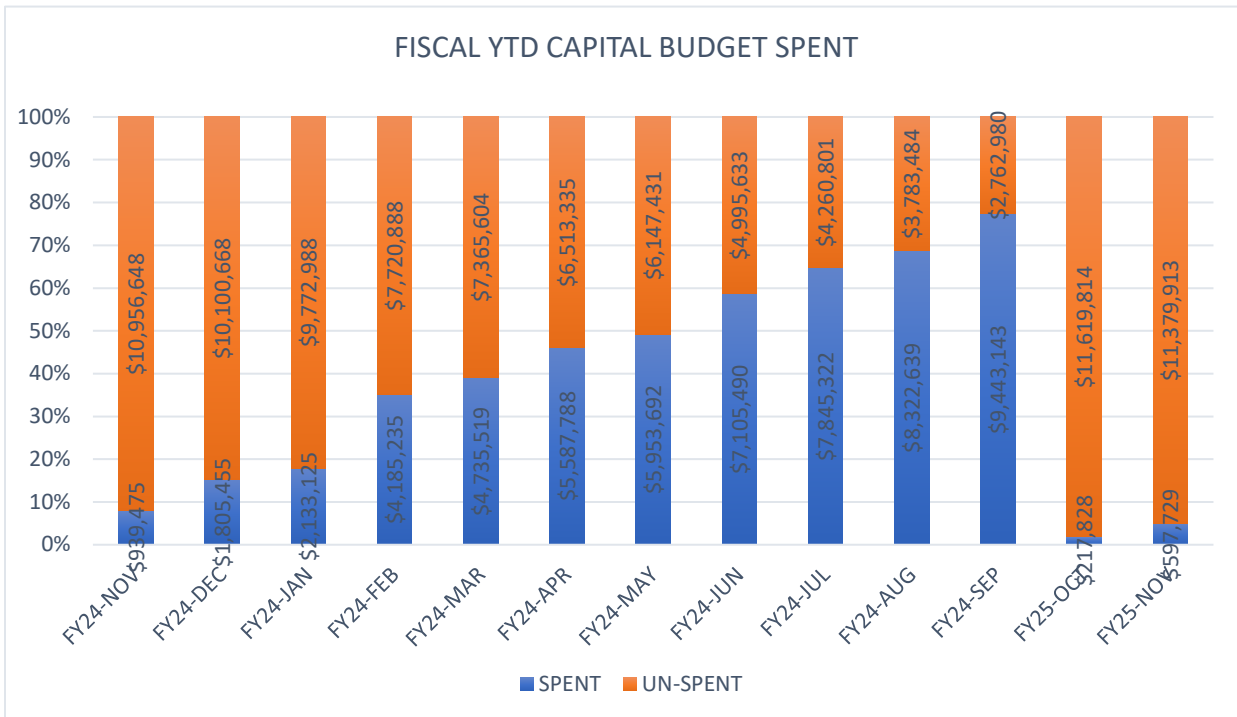
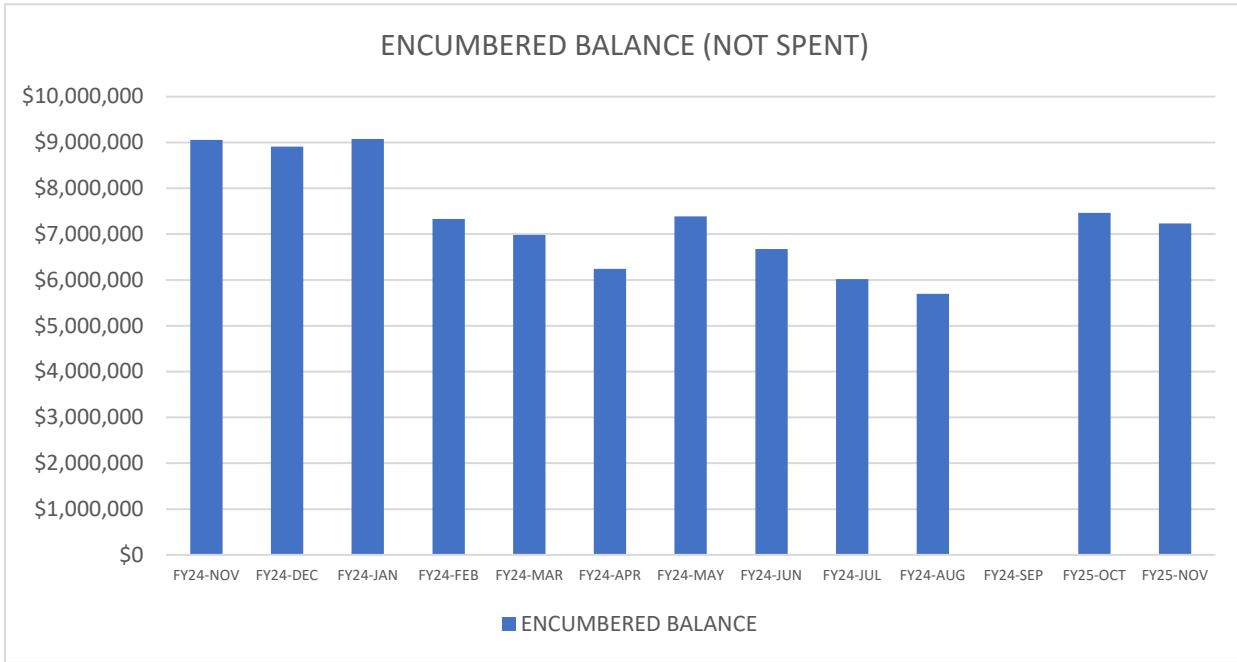
Finish Variance Difference between the baseline finish date of a project and its current finish date.

Finish Date The current finish date for the project.

Upcoming Task/Submittal Notable upcoming events on the project.

Company	Project Name	PM	% Complete	Finish Variance	Finish Date	Upcoming Task/Submittal
	Vacuum Truck Dump Facility	JH	6	0	9/26/2025	LRECD to complete subsurface utility engineering prior to Ritzel-Mason's mobilization to perform survey. Radise International to provide HSE and OSHA Form 300 prior to performing soil borings. 75% due 3/13/25.
	IQ518 Electrical and IC Upgrades	SP	0	0		Submitted proposal for approval on November 20.
	Lift Station 200 Rehabilitation and Upgrades	SP	0	0		Submitted proposal for approval on November 22.
	Lift Station Control Panel Replacement and Telemetry	RT	0	0	2/18/2027	Bidding Services to commence 6/26/25.
	A Structure and B Structure Rehabilitation	AR	79	40	2/18/2025	BW completing project schedule update.
	Anaerobic Selector Zone Pilot Testing and Process Blower Improvements	BP	0	0		BW completing project schedule update.
	Headworks Rehabilitation	AR	79	40	2/18/2025	BW completing project schedule update.
	Wastewater Utility Risk and Resilience Assessment	AG	5	0	7/31/2025	Carollo to send out kickoff minutes and confirm LRD will create a SharePoint site to upload this and other project documents
	Lift Station 082 Conversion	MP	90	28	2/27/2025	Completed - Wet well work including FM influent drop pipes, discharge riser pipes, guide rails and pipe supports, wet well refratta coating, fillet work, etc. Installed generator footer and retaining wall. Passing cylinder test on retaining wall and backfill. Received approval of electrical changes to meet panel clearances. Completed gravity leak repairs. Discharge piping through wet well and valve vault (including cores and link seal connections). Also includes coating of above grade pipe and fittings. Approval of additional two 45-degree bends to fit 8" influent FM Site grading and formwork for driveway, sidewalk, and curbs to be approved by TOJ for concrete pour. Upcoming - Electrical conduit runs Generator slab and gen install Housekeeping pad, sidewalk, and curb concrete pours
	Country Club Drive Cascading System	MP	0	0		N/A
	Lift Station 050 Emergency Generator	CM	6	-1	1/20/2026	Completed - Held Pre-Con meeting. Upcoming - Issue Notice to Proceed (1/6/25) Contractor to submit shutdown and bypass plan for approval Submitted review
	Lift Station Cellular Telemetry	PV	87	0	3/10/2025	Completed - Notice of commencement of LS-193 Issued Submitted permit closeout docs for NPBCID (waiting on confirmation) Upcoming - 97 LS ready for I/O Checkout Begin/complete construction at LS-193 (Revere to begin work on 193 on week of 1/7)
	20 Acre Site Remediation	TM	65	223	8/27/2025	KCI and District meeting to understand the impacts of SFWMD permitting requirements for the project by the end November.
	County Line Road Utility Relocations	SS	12	0	11/23/2025	bid opening
	AC Force Main Replacement - A1A	SS	30	-7	4/9/2026	waiting on LRD 90% comments. Submitting permit apps to PBC and TOJ as required
	Loxahatchee River Subaqueous Force Main Replacement	JC	15	56	9/17/2025	FEC Permitting and Construction NTP.

Capital Budget – FY24-SEP encumbered balance is not available. FY24-SEP Fiscal YTD Capital Budget Spent has been updated based on paid invoices for work through 9/30/2024 that were paid through October. Spending in FY24 based on the latest update is \$9.4M (77%).

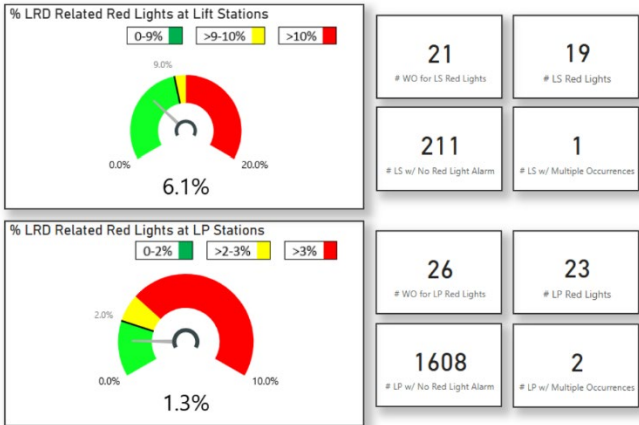


Engineering Services Report – Not available for the month of December 2024

COLLECTIONS AND REUSE

Lift Station Red Lights: This month the system experienced 21 total red lights. 21 lift station red lights (with 1 station experiencing multiple red light events) and 26 low pressure red lights (with 2 stations experiencing multiple red light events).

Red Light Emergency Call Work Orders Dashboard November 2024

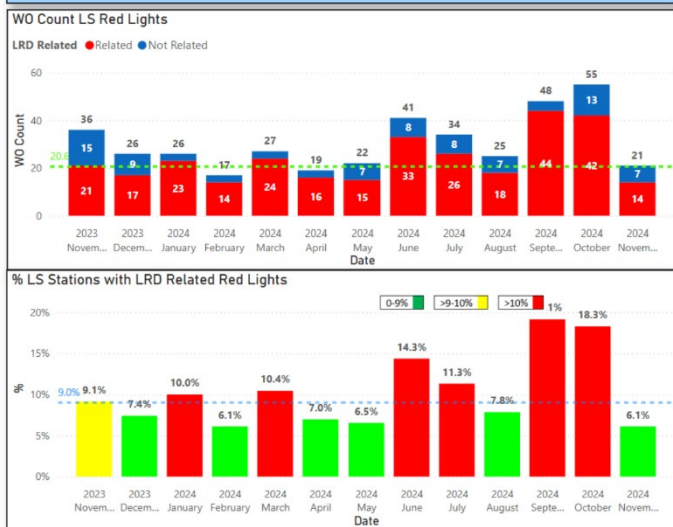


Red Light Emergency Call Work Orders Dashboard September 2024 through November 2024

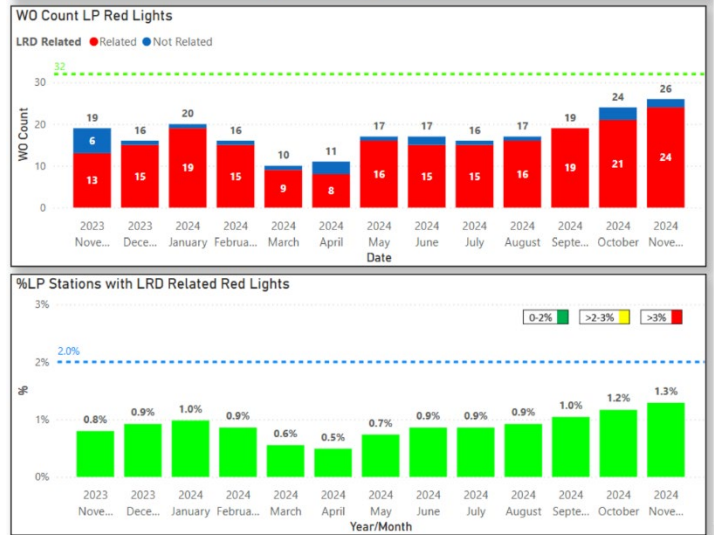


Work Order counts due to red lights exclude red lights due to FP&L power failure since staff have no mechanism to impact FP&L performance during inclement weather or other power outages. Staff continue to include FP&L power outages in the 3-month rolling average for repeat stations and work order counts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

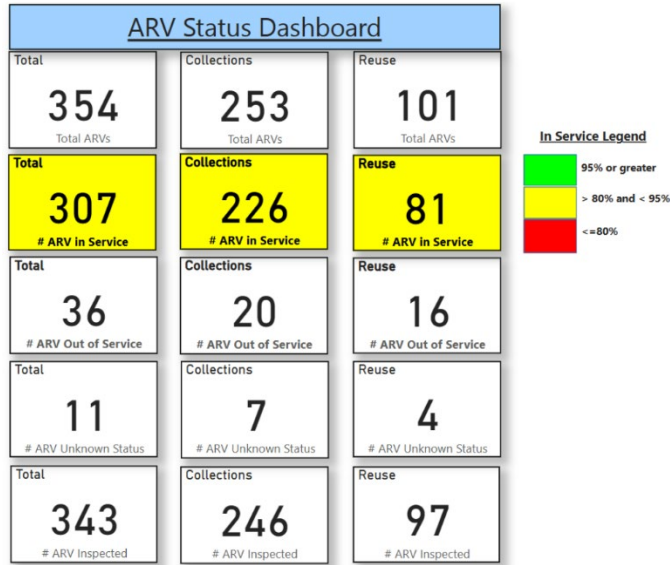
Red Light Emergency Call Work Order Lift Station: Trend 11/1/2023 through 11/30/2024



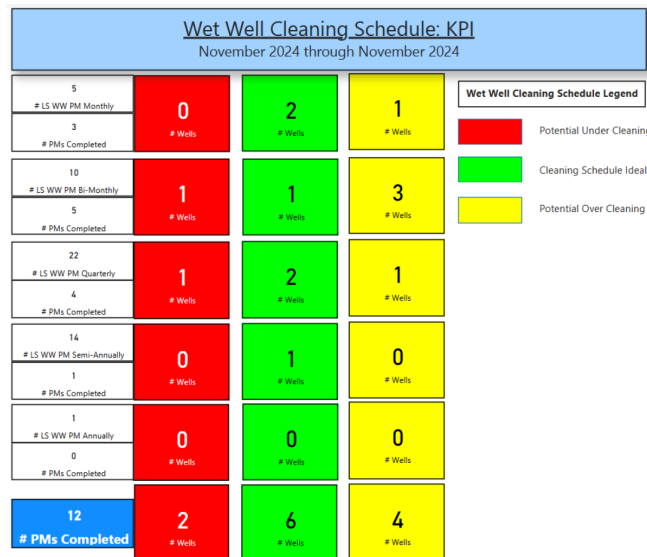
Emergency Call Work Order Low Pressure: Trend 11/1/2023 through 11/30/2024



AIR RELEASE VALVES



WETWELL CLEANING



UNAUTHORIZED DISCHARGES (fka SANITARY SEWER OVERFLOWS)

There were 6 unauthorized discharges in the collection-transmission-distribution system this month.

- 📁 01 - LP0019-WW 1 gal blocked force main SE Federal Highway 11-01-2024
- 📁 02 - LS257-MH002 10 gal failed phase monitor W Hemingway Drive 11-04-2024
- 📁 03 - LS183-FM03 20 gal failed 2-inch PVC Tee Captain Armours Way 11-05-2024
- 📁 04 - LP0096-LPS1 40 gal failed valve Point Dr 11-06-2024
- 📁 05 - LP0957-LPS1 5 gal failed 1.5-inch pvc joint Senegal Drive 11-14-2024
- 📁 06 - LP0620-WW 5 gal no power SE Conch Bar 11-25-2024

Field Sewage and IQ SSO Summary: 13 Month

Unauthorized Discharge FIELD : KPI

Field Sewage Unauthorized Discharge by Month			
Date	Occurrences	Total Gallons	Impacting Surface Waters
November 2023	6	1,702	1
December 2023	3	45	0
January 2024	2	25	0
February 2024	5	2,405	1
March 2024	2	50	0
April 2024	1	2,858	0
May 2024	2	30	0
June 2024	1	20	0
July 2024	5	150	0
August 2024	5	2,270	0
September 2024	4	70	0
October 2024	3	69	0
November 2024	6	81	0
Total	45	9,775	2

Field IQ Unauthorized Discharge by Month			
Date	Occurrences	Total Gallons	Impacting Surface Waters
November 2023	0	0	0
December 2023	2	220	0
January 2024	0	0	0
February 2024	1	900	1
March 2024	0	0	0
April 2024	0	0	0
May 2024	1	1	0
June 2024	1	238	0
July 2024	0	0	0
August 2024	0	0	0
September 2024	0	0	0
October 2024	1	200	0
November 2024	0	0	0
Total	6	1,559	1

Conditional Formatting

Green: Total Gallons < 704 AND Impacting Surface Waters = 0
 Yellow: Total Gallons <= 1500 AND Impacting Surface Waters = 0
 Red: Total Gallons > 1500 OR Impacting Surface Waters >= 1



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D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

TO: Albrey Arrington, Ph.D., Executive Director
FROM: Jason A. Pugsley, P.E., Operations – Plant Manager
DATE: December 13, 2024
SUBJECT: November 2024 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. This month the cumulative flow to the District's wastewater treatment plant was less than the flows recorded during the month of October. A comparison of the maximum daily flow and peak hour flow vs. the October flows on the same basis, indicates that the influent flows were significantly lower this month. These reduced flow rates are likely attributable to the very low amount of rainfall received throughout the District's service area this month when compared to the rainfall received in October.



Stephen B. Rockoff
CHAIRMAN

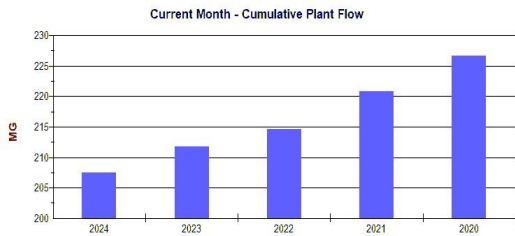
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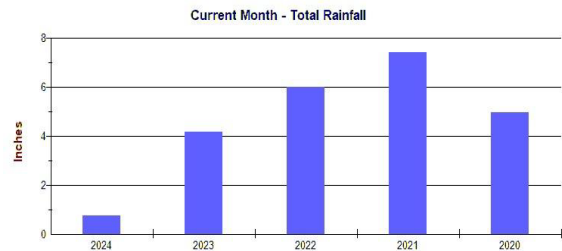
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Clinton R. Yerkes
BOARD MEMBER

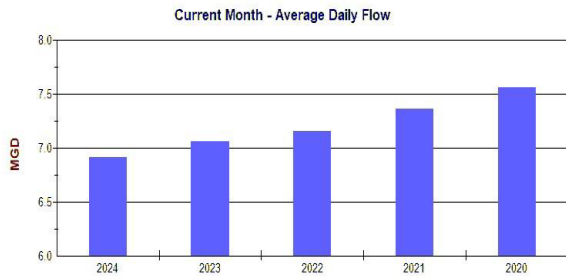
Graphical summaries of the plant flows and rainfall during the month of November, including comparisons with plant flows during the previous month (i.e., October 2024), are presented below.



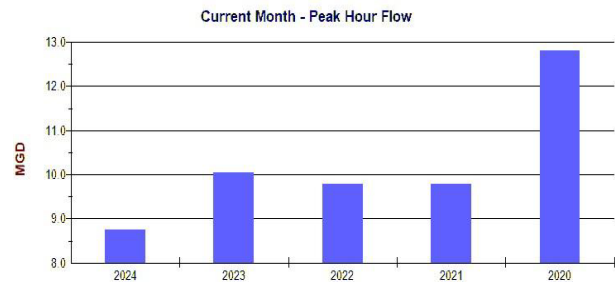
The Cumulative Influent Flow to the plant for the month of November was 207.52 million gallons. This is less than the October flow of 232.76 million gallons.



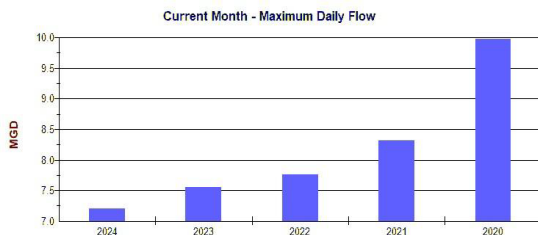
0.74 inches of total rainfall was recorded at the plant site during the month of November. This is significantly less than the October rainfall recorded of 7.02 inches.



The Average Daily Flow (ADF) for the month of November was recorded at 6.92 MGD compared to 7.51 MGD during the month of October and 7.06 MGD during November 2023.

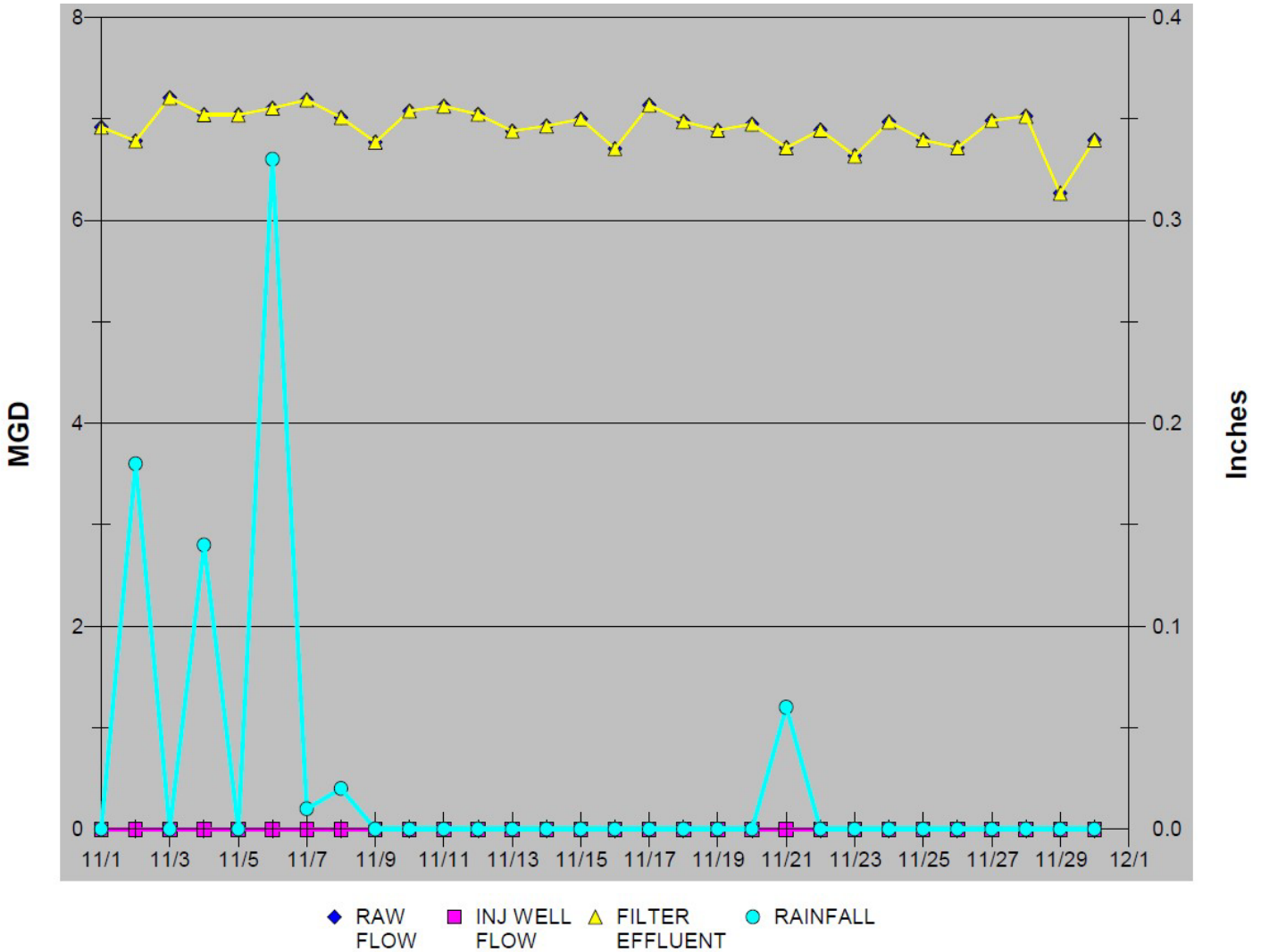


The Peak Hour Flow (PHF) for November was 6,083 GPM which equates to an equivalent daily rate of 8.76 MGD. This is significantly less than the PHF for October of 9,965 GPM (14.35 MGD).



The Maximum Daily Flow (MDF) in November was 7.21 MGD. This is significantly less than the MDF for October of 10.28 MGD.

For the month of November, 100.00% or 207.52 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 0.00 MG of blended effluent was diverted to the deep injection well for disposal. The plant delivered a total of approximately 208.99 million gallons of IQ water to the reuse customers during the month of November.



Year to date (i.e., Calendar Year 2024), approximately 75.32% 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, year to date, is 1,971.81 million gallons.

The Operations Dashboard for the month of November is provided below for review. The Dashboard provides a snapshot of the health and performance of the wastewater treatment plant over the monthly period and provides explanations for all metrics which are reported beyond or outside of the respective optimal range.

LOXAHATCHEE RIVER DISTRICT OPERATIONS DASHBOARD



Plant											Pre-Treatment	IQ
Percent of Plant Capacity	SRT, MAvg	Aerbay NH3, MAvg	Sludge Yield, MAvg	Sludge Volume Index, MAvg	Secondary Treatment Performance	Permit Exceedance	CE CL2 Usage, MAvg	Dewatered Biosolids Cake, MAvg	IQ511 WW LSI	Grease Interceptor Inspections	NANO Blend	
Benchmark / Customer Expectation	Mean Daily Incoming Flow	day(s)	% Reduction	lbs WAS/lbs cBOD	mL/g	Mean Clarifier TSS	# days	lbs CL2/MG	% Solids	Index	% requiring pump out	Max Specific Conductance (umhos/cm)
Green Level	≤ 70%	≥0.9 - ≤1.1	≥30 - ≤40	≥0.90	≤ 200	< 10	Zero	≤ 85	≥14.5	≥-0.3 - ≤0.3	<15	<1298
Yellow	≤ 80%	≥0.8 - ≤1.2	≥25 - ≤45	≥0.80	≤ 250	< 15		≤ 100	≥13.5	≥-0.6 - ≤0.6	≤25	≤1578
Red	> 80%	<0.8 - >1.2	<25 - >45	<0.80	> 250	≥ 15	≥ 1	> 100	<13.5	<-0.6 - >0.6	>25	>1578
2021 Baseline	65.95%	1.01	34.75	1.06	226	8.1	0.00	76.92	14.55	0.23	8	1183
2022 Baseline	64.54%	0.95	33.08	1.08	209	8.3	0.00	77.41	14.68	0.13	16	1294
2023 Baseline	62.90%	0.92	33.78	0.98	246	8.5	0	76.54	15.57	0.52	13	1296
2023	Nov	62.44%	0.97	33.18	0.88	236	0	70.23	16.03	0.15	15	1255
	Dec	64.74%	0.92	30.47	0.74	256	0	88.32	16.16	0.33	14	1218
2024	Jan	66.32%	0.90	28.68	0.80	233	0	98.10	16.17	0.12	14	1209
	Feb	67.47%	0.85	28.50	0.73	216	0	76.68	15.68	0.64	15	1239
	Mar	67.24%	0.91	35.32	0.71	195	0	67.38	15.29	0.41	17	1101
	Apr	65.92%	0.89	35.98	0.74	193	0	54.74	15.68	0.41	15	1133
	May	63.14%	0.89	35.57	0.76	239	0	60.63	15.39	0.76	14	1146
	Jun	60.33%	0.96	34.67	0.82	269	0	62.36	15.47	0.22	9	1173
	Jul	58.50%	0.99	32.35	0.86	324	0	66.34	15.70	0.21	10	1075
	Aug	58.50%	1.01	24.19	1.04	244	0	86.86	15.40	0.31	14	1098
	Sept	60.07%	1.02	27.00	1.03	263	0	116.06	15.37	0.60	14	1082
	Oct	63.80%	1.05	30.12	0.89	307	0	118.83	16.15	0.72	12	1159
	Nov	64.74%	0.99	36.49	0.63	275	0	67.86	15.36	-0.10	14	1089
Consecutive Months at Green	127	6	2	0	0	8	43	1	23	1	8	18
Metric Owner												

Metric Explanation

- Sludge Yield** The lower than desired sludge yield reported this month is a result of the influent flow to the WWTP being below historical average for this time of year coupled with a significant increase in the influent CBOD concentration this month. As a result, sludge yield to trend unfavorably.
- SVI** The higher than desired SVI reported this month was due to increased filamentous organisms. Filamentous bacteria form thread like mats which result in sludge bulking which reduces sludge settleability. The most effective means to address the development and propagation of filamentous organisms with the current treatment process used at the District's WWTP is to chlorinate the return activated sludge (RAS) prior to reintroduction of the RAS into the aeration basins. This chlorination process results in the significant degradation or eradication of these organisms and therefore improves sludge settleability. This typically helps our SVI trend in a positive direction. However, the reduction in sludge yield reported this month further exacerbated the challenges with maintaining the SVI within the desired range.

The District is required to develop, maintain and adhere to a Risk Management Plan (RMP) document in accordance with Part 68 of Title 40 of the Code of Federal Regulations (CFR). The RMP outlines how the risks of storing and using chlorine onsite will be identified, assessed, mitigated and managed. This month representatives of the State of Florida, Division of Emergency Management (FDEM), on behalf of the Environmental Protection Agency (EPA), conducted an on-site inspection of our chlorine storage and feed system as part of an evaluation to assess its compliance with our established RMP. The objective of the inspection was to ensure that all safety, operational, and risk mitigation measures in place meet the regulatory requirements designed to protect the health and safety of employees, the community, and the environment.

The inspector's visit included a thorough review of several program components, including:

System Design and Safety Features: An evaluation of the integrity and functionality of the chlorine building, monitoring systems, emergency shut-off mechanisms and ventilation systems.

Employee Training and Procedures: The inspector reviewed training records to confirm that all employees are trained in the proper handling procedures, emergency response actions, and the correct use of personal protective equipment (PPE).

Risk Assessment and Mitigation Plans: The inspector reviewed our risk assessment protocols, which include hazard identification, risk analysis, and the implementation of mitigation measures. The RMP, which outlines potential scenarios such as chlorine releases, and system failures, was evaluated to ensure it incorporates up-to-date information and effective emergency response strategies.

Emergency Response and Communication Plans: The inspector examined our emergency response plan, ensuring that it includes clear procedures for responding to chlorine-related incidents. This included evaluating communication protocols for notifying local authorities and affected communities in the event of an emergency.

Maintenance and Inspection Records: The inspector reviewed maintenance logs to confirm that regular inspections, testing, and preventive maintenance activities are conducted on the chlorine system at appropriate frequencies.

Throughout the inspection, the regulatory inspector provided valuable feedback and was extremely complimentary of the facilities, processes and procedures in-place. The inspector documented only one minor administrative deficiency which was related to not having a method to formally document that SOPs are reviewed/updated on an annual basis. Overall, District Staff performed exceptionally, and we passed with flying colors.

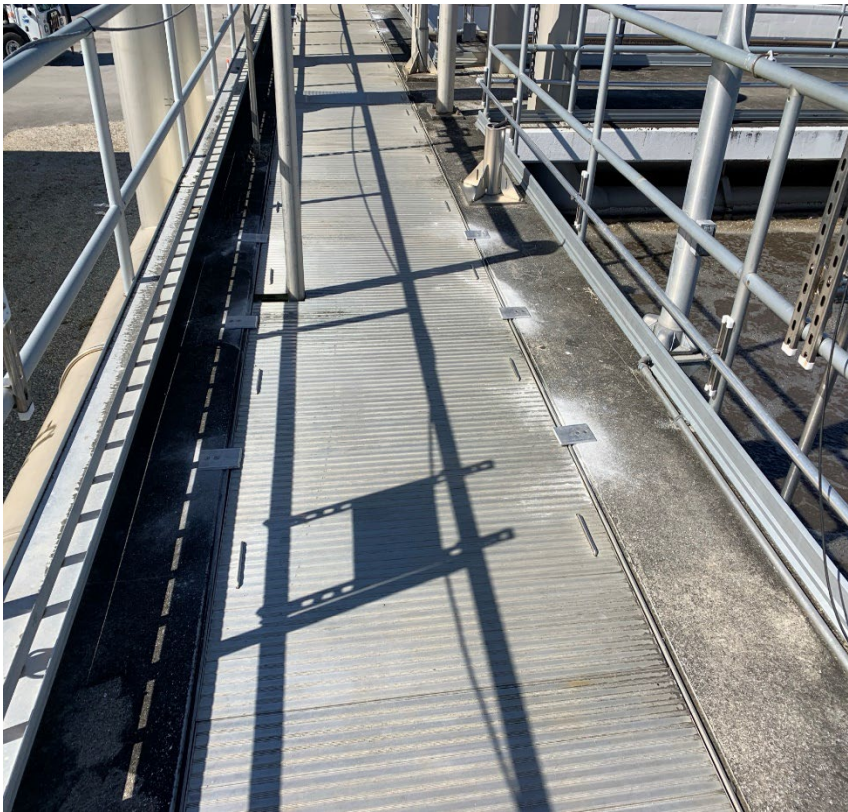
The Maintenance Department continued to efficiently perform planned maintenance (PM) tasks over the last monthly period. In addition to the completion of standard PM tasks, the Maintenance Department addressed non-routine maintenance items as well as “special projects.” A few examples of these types of projects are presented below.

This month the Maintenance Team took delivery of a new wheeled loader (i.e., front-end loader). In the performance of their duties, Maintenance Staff regularly utilize the front-end loader to perform specific maintenance and corrective tasks at the WWTP site. The District’s previous loader was manufactured in the Year 2021 (23 years old) and had served the District well. The previous loader was regularly serviced and maintained but had experienced a catastrophic transmission failure. After evaluating the costs to rebuild or replace the transmission, it became apparent that the cost to perform the necessary repairs exceeded the current value of the existing loader. The new loader is manufactured by Case and includes the most up-to-date operating and safety systems including a rear view camera. The loader is equipped with a 3-cubic yard (CY) bucket and an air conditioned cab. The loader has a 3-year bumper warranty and the contract includes a 3-year/2,000-hour planned maintenance (PM) plan. During delivery of the loader, the manufacturer service representative provided initial training to Maintenance Team members to generally familiarize them with the operational features and protocols. Upon completion of this high-level orientation class, it was determined that a more comprehensive, hands-on-training course would be beneficial to ensure that Staff are provided an appropriate level of training and to assess the competency of each Team member. As part of the hands-on-training, each Team member was required demonstrate their operating skills by moving stock-piled dirt while being observed and instructed by the manufacturer’s representative. In the end, each Team member in the training session was able to demonstrate operational proficiency.



Wheeled Loader – Hands-on-Training and Operational Proficiency Evaluation

During the month of September, Maintenance Team members worked with the plant Operators to develop and implement a plan of action to make specific safety improvements to the removable aluminium covers installed on top of the influent and effluent channels at the aeration basin structure. The aeration basin structure has a total width of approximately 85-feet wide and was constructed with influent and effluent channels which span the width on opposing sides of the structure. Each of these channels are approximately 9-feet in depth. These channels are covered by sections of aluminium panels which are periodically removed to perform maintenance within the respective channels. During a recent maintenance event, Operations Staff recognized that if the covers were reinstalled improperly within the pre-cast concrete seats, it's conceivable that the covers could unintentionally shift and fall into the channels, along with what or whomever is on top of the panel at the time. To prevent the possibility of this to occur, Maintenance Team members began installing aluminium stop plates which are anchored into the concrete structure and extend over the panel edges. With these plates installed, the panels will not be able to shift up and out of their seats. This simple solution represents a significant safety improvement.



Aeration Basin Structure – Aluminium Cover Stop Plates

Lastly, Maintenance Staff members coordinated with a qualified, licensed contractor to complete and finalize the renovations to the men's and women's bathrooms in the District's Administration Building. The Administration Building was constructed in 1987, so the bathroom finishes and fixtures were over 37 years old. The bathrooms were well maintained and functional, but they were beginning to show their age and were generally outdated. As part of the renovation, each of the bathrooms was gutted to remove all existing fixtures, tiles, countertops and plumbing to provide a clean slate. The objective was to completely clear the space to allow for a fresh design and layout during the renovation process.



District Administration Building – Bathroom Renovation



LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

TO: Albrey Arrington, Ph.D., Executive Director
FROM: Bud Howard, Director of Information Services
DATE: December 12, 2024
SUBJECT: Information Services Monthly Governing Board Update for November 2024

WildPine Ecological Laboratory

Riverkeeper Project

In November, the lab staff and our partners collected 179 water quality samples from 34 monitoring stations throughout the watershed. A total of 77 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 2024 was “Fair” with 72% of all samples meeting the EPA/DEP water quality criteria for each site, an improvement over last month’s “Fair” score of 61%, and similar to last year’s November score of 73% (see score card below). The most significant driver of the overall score this month was, again, the low chlorophyll scores.

For the core parameters, *total nitrogen* scored “Good” during November with 82% of sites meeting the water quality criteria. This was identical to last month’s “Good” score and slightly lower than last year’s “Good” November score of 88%.

Total phosphorus results scored “Fair” in November with 74% of sites meeting the water quality criteria. This was notably better than last month’s “Poor” score of 48%, and similar to last year’s November score of 76%.

Chlorophyll results also scored “Poor” again for November, with 53% of sites meeting the stringent water quality criteria, similar to last month’s score of 55%, and slightly better than last year’s November score of 48%.

For the combined *fecal indicator bacteria* (fecal coliforms in all waters, enterococci in marine and brackish waters, and *E. coli* in fresh waters), October results scored “Fair” with 74% of sites meeting the water quality criteria, better than last month’s “Fair” score of 61%, and similar to last year’s November score of 76%.

Stephen B. Rockoff
CHAIRMAN

Kevin L. Baker
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

Clinton R. Yerkes
BOARD MEMBER

SampDate

11/1/2023

11/26/2024

Loxahatchee River District
Water Quality Scorecard
 Results scored to FDEP/EPA Water Quality Criteria

Green - Good: 80% - 100%
 Yellow - Fair: 60% - 79.9%
 Red - Poor: < 60%

Monthly Water Quality Score

November 2024

72%

Overall

179

Total Samples

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

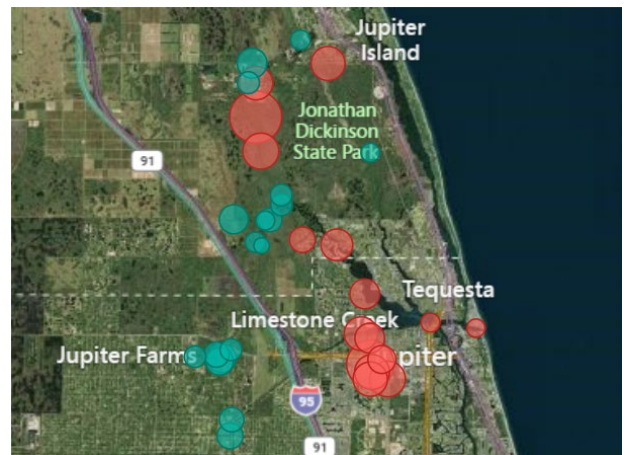
Year	Month	# Samples	Overall Score	# TN Samples	Total Nitrogen Percent Good	# TP Samples	Total Phosphorus Percent Good	# CLA Samples	Chlorophyll Percent Good	# BAC Samples	Bacteria Percent Good
2024	November	179	72%	34	82%	34	74%	34	53%	77	74%
2024	October	171	61%	33	82%	33	48%	33	55%	72	61%
2024	September	144	60%	25	88%	25	72%	25	48%	69	51%
2024	August	176	70%	33	79%	33	61%	33	55%	77	77%
2024	July	179	73%	32	97%	32	72%	32	44%	83	75%
2024	June	144	58%	25	88%	25	48%	25	40%	69	57%
2024	May	158	77%	30	87%	30	77%	30	50%	68	85%
2024	April	165	80%	32	97%	32	81%	32	50%	69	86%
2024	March	143	80%	25	92%	25	80%	25	44%	68	88%
2024	February	172	80%	32	91%	32	84%	32	56%	76	83%
2024	January	179	79%	33	85%	33	79%	33	61%	80	84%
2023	December	120	83%	25	100%			25	72%	70	81%
2023	November	179	73%	33	88%	33	76%	33	48%	80	76%
Total		2109	73%	392	89%	367	71%	392	52%	958	75%

Spatial Distribution of Water Quality Results

In November, *chlorophyll* results met the water quality criteria at 18 of 34 sites (53%). All of the marine and brackish stations scored “poor”, which have stricter water quality criteria than the freshwater stations. Four freshwater stations scored “poor” and they were located in Jonathan Dickinson State Park. Jenkins Canal (Station 101) had the highest chlorophyll result at 85 µg/L. The other three “poor” scoring freshwater stations were just over the EPA/DEP Numeric Nutrient Criteria of 20 µg/L. All 12 marine/brackish stations scored “poor”, with the Delaware Street (DEL) site in Jones Creek having the highest chlorophyll concentration this month at 66 µg/L. Average chlorophyll concentrations across all the Jones Creek stations were slightly higher this month at 28 µg/L, compared to last month’s average of 19 µg/L.

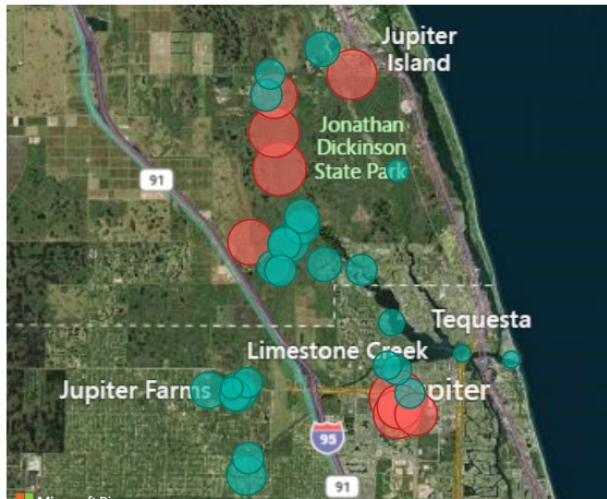
Chlorophyll a (ug/L)

CHL_Score ● GOOD ● POOR



Total Phosphorus (mg/L)

TP_Score ● GOOD ● POOR

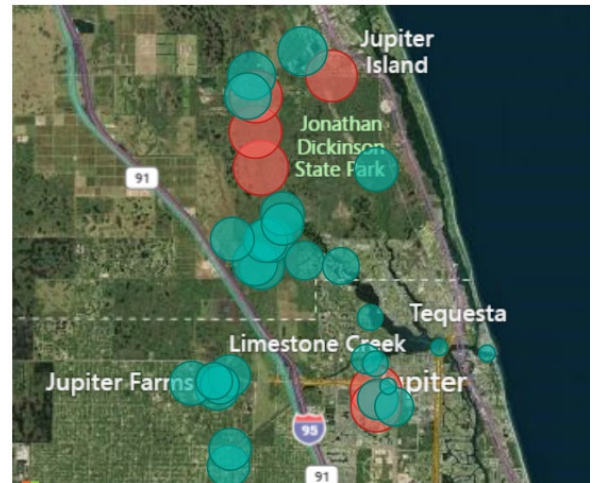


Total phosphorus scored “good” at 25 of 34 sites (74%) tested in November. The results are much improved in the river this month likely due to the decreased rainfall and stormwater flows to the river. The Delaware Street (DEL) site in Jones Creek had the highest phosphorus concentration this month at 0.23 mg/L. The average phosphorus concentrations across all the Jones Creek stations were again lower this month at 0.11 mg/L, down from a peak of 0.20 mg/L in September. A group of 4 freshwater stations in Jonathan Dickinson State Park scored “poor” with the Kitching Creek Flow Site (Station 108) having a high phosphorus level at 0.20 mg/L.

Total nitrogen scored “good” at 28 out of 34 sites (82%) tested in November. The “poor” scoring stations were localized in Jonathan Dickinson State Park and Jones Creek. Like phosphorus, the Kitching Creek Flow Site (Station 108) had the highest nitrogen level at 2.0 mg/L.

Total Nitrogen (mg/L)

TN_Score ● GOOD ● POOR



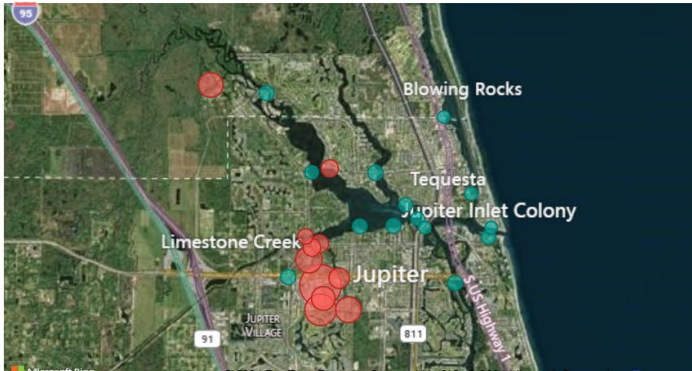
In Jones Creek, the highest levels of nitrogen occurred at Delaware Street (DEL) at 1.7 mg/L and the upper extent of Jones Creek (JCU) and 1.6 mg/L. The average nitrogen concentrations across all the Jones Creek stations were again lower in November down to 0.9 mg/L, down from a peak of 1.4 mg/L in September. We will continue monthly monitoring in Jones Creek for December before returning to quarterly monitoring in January 2025. This sampling plan provides symmetry in the data collection frequency before, during, and after the Town of Jupiter’s Vegetation Trimming project.

The overall *bacteria* result scored “good” at 57 out of 77 sites (74%) in November. For Enterococci bacteria (map below, left), the state’s preferred indicator bacteria for salt and brackish waters, eleven stations scored “poor” when compared to the water quality standard of 130 MPN/100mL. All stations in Jones Creek scored “poor”. The most upstream Delaware Street (DEL) site had the highest enterococci concentration we have measured at that site with 12,997 MPN/100mL. The upstream culvert in Jones Creek (JCU) had the next highest enterococci concentration at 5,475 MPN/100mL. Altogether, the stations in Jones Creek averaged 4,054 MPN/100mL, an increase from October’s 2,908 MPN/100mL, but still lower than September’s average of 6,272 MPN/100mL.

For fecal coliform bacteria (see map below right), seven stations scored “poor” when compared to the water quality standard of 800 MPN/100mL. Four out of 6 stations in Jones Creek scored “poor”. This month, the Uppermost Culvert (JCU) in Jones Creek had the highest concentration at 6,488 MPN/100mL. Delaware Street (DEL) and the Footbridge (TPJ) also scored “poor” with fecal coliform concentrations in the two thousands. Altogether, the stations in Jones Creek averaged 2,224 MPN/100mL fecal coliform, which was similar to the average for October’s.

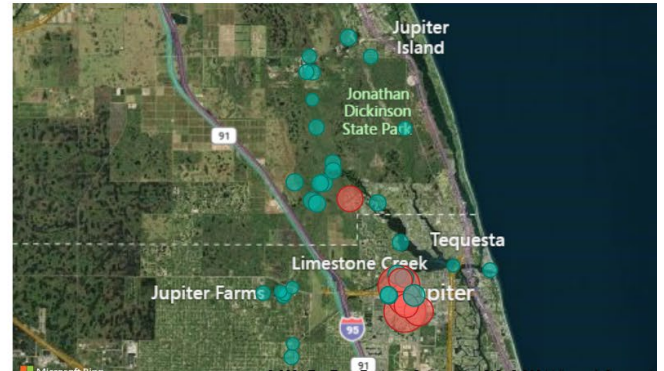
Enterococci Bacteria - Criteria: 130 MPN/100mL

ENT_Score ● GOOD ● POOR

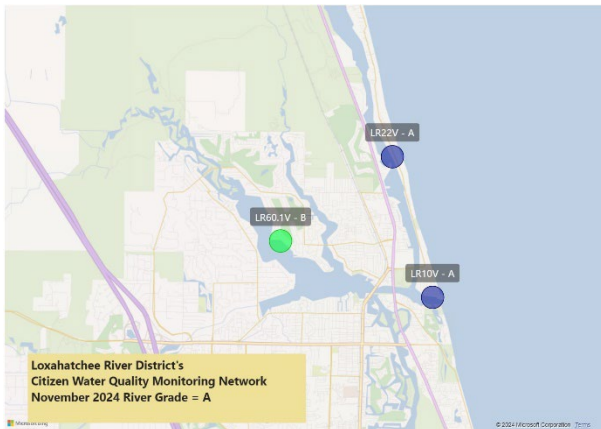


Fecal Coliform Bacteria - Criteria: 800 MPN/100mL

FC_Score ● GOOD ● POOR



Volunteer Water Quality



The Loxahatchee River Citizen Volunteer Water Quality Grade for the month of November improved to an “A”. The only deviations from excellent scores were some degraded water visibility/clarity from turbulent surf at the inlet site (LR10V) and dark tannin stained freshwater at the upstream site in the northwest fork (LR60.1V). This month water clarity improved at the Indian River Lagoon (IRL) Intracoastal site (LR22). All other parameters at each site improved in November as well.

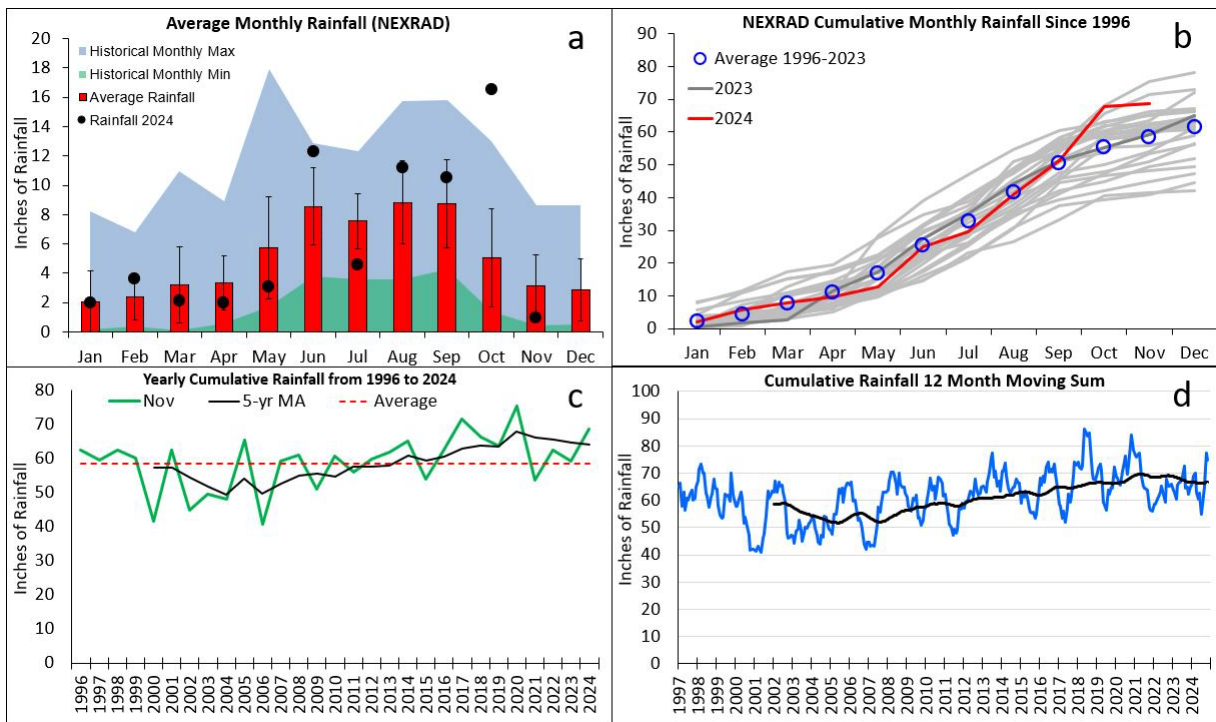
Site	Averaged results for the Month							Monthly Cumulative Grades						Overall	
	Temp (°C)	Secchi	Salinity	pH	DO	DO%	Color	Vis	Salt	pH	DO	DO%	Color	Score	Grade
LR10V	27.0	1.90	31.6	8.2	6.8	101.9	1.0	B	B	A	A	A	A	91.7	A
LR22V	25.8	0.90	35.8	8.4	6.3	93.7	1.0	A	A	A	A	A	A	100.0	A
LR60.1V	24.0	VAB	20.0		6.0	80.1	1.0	C	C		A	A	A	78.9	B
Average	25.6													90.9	A

DO (Dissolved Oxygen)
ND (No Data)

81.25	100	A
62.5	81.25	B
43.75	62.5	C
25	43.75	D
0	25	F

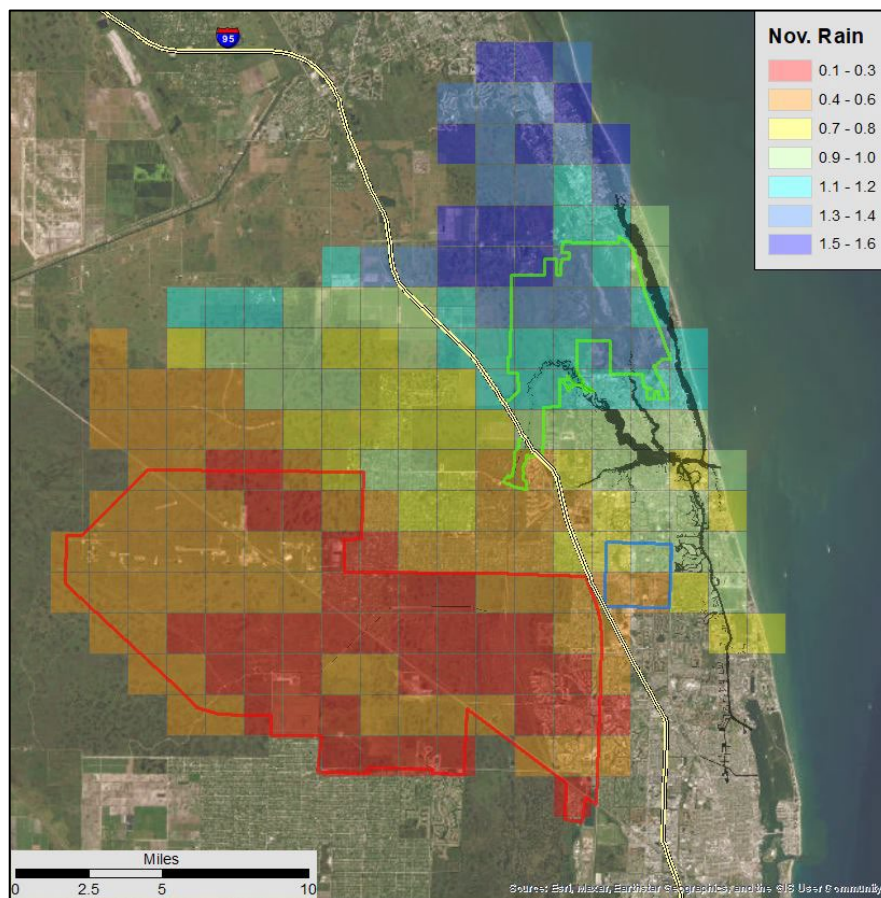
Hydrologic Monitoring

November typically marks the beginning of the dry season, and it started abruptly this year with average rainfall across the watershed during November only 0.9". This was about 30% of the historical monthly average of 3.2" (panel 'a' in figure below), and about 25% of the 3.8" of rainfall in November 2023. Rain was detected within the watershed on 16 of the 30 days in November (where average daily rain ≥ 0.01 "), with the highest single day total of 0.4" on November 6. Cumulative year-to-date rainfall through November totaled 68.7", putting us about 17% higher than the 58.6" historical average through November, and about 16% higher than the same month last year (panel "b" below). Record rainfall that occurred during October pushed the cumulative annual rainfall well above average, bringing a wet ending to what had been, to that point, a drier than usual wet season. The yearly cumulative trends continue to indicate that annual rainfall through November is tracking near average levels. This follows a roughly 10-year period of increased rainfall that peaked at 75.4" in 2020 with the 5-year moving average generally declining since then (panel "c" below). The 12-month moving sum through November was 74.7", considerably higher than the 62.4" year-over-year moving sum (panel "d" below). The generalized long-term trend indicated in panel "d" below continues to show that total rainfall within the watershed has generally shifted upward from historical ranges since around 2012, but has leveled off and even declined slightly since peaking in 2021.



Figures above display various measures of rainfall. Panel (a) shows average monthly rainfall from 1996 to 2023 (red bars; error bars indicate ± 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 2024; dark grey line indicates rainfall during 2023. Blue circles are monthly cumulative average rainfall measured between 1996-2023. Panel (c) shows cumulative annual rainfall using NEXRAD radar-based data. Green line indicates cumulative rainfall through indicated month for each year since 1996, 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 (blue line) along with the five-year moving average (black line).

The spatial distribution of rainfall across the watershed during November ranged from 0.2” in the driest regions to 1.6” in the wettest regions (figure below). As November typically marks the beginning of the dry season, we often see rainfall patterns flip with more rain along the coastal regions and the driest portions in the western portion of the watershed. This year is also following that pattern with the highest rainfall totals in November occurring over the coastal region, including parts of Jonathan Dickinson State Park northward toward Hobe Sound. The driest segments were generally in the southwest portion of the watershed, including the C-18 drainage basin, the J.W. Corbett Wildlife Management Area, and the Loxahatchee Slough Natural Area (red and orange cells in the figure below).

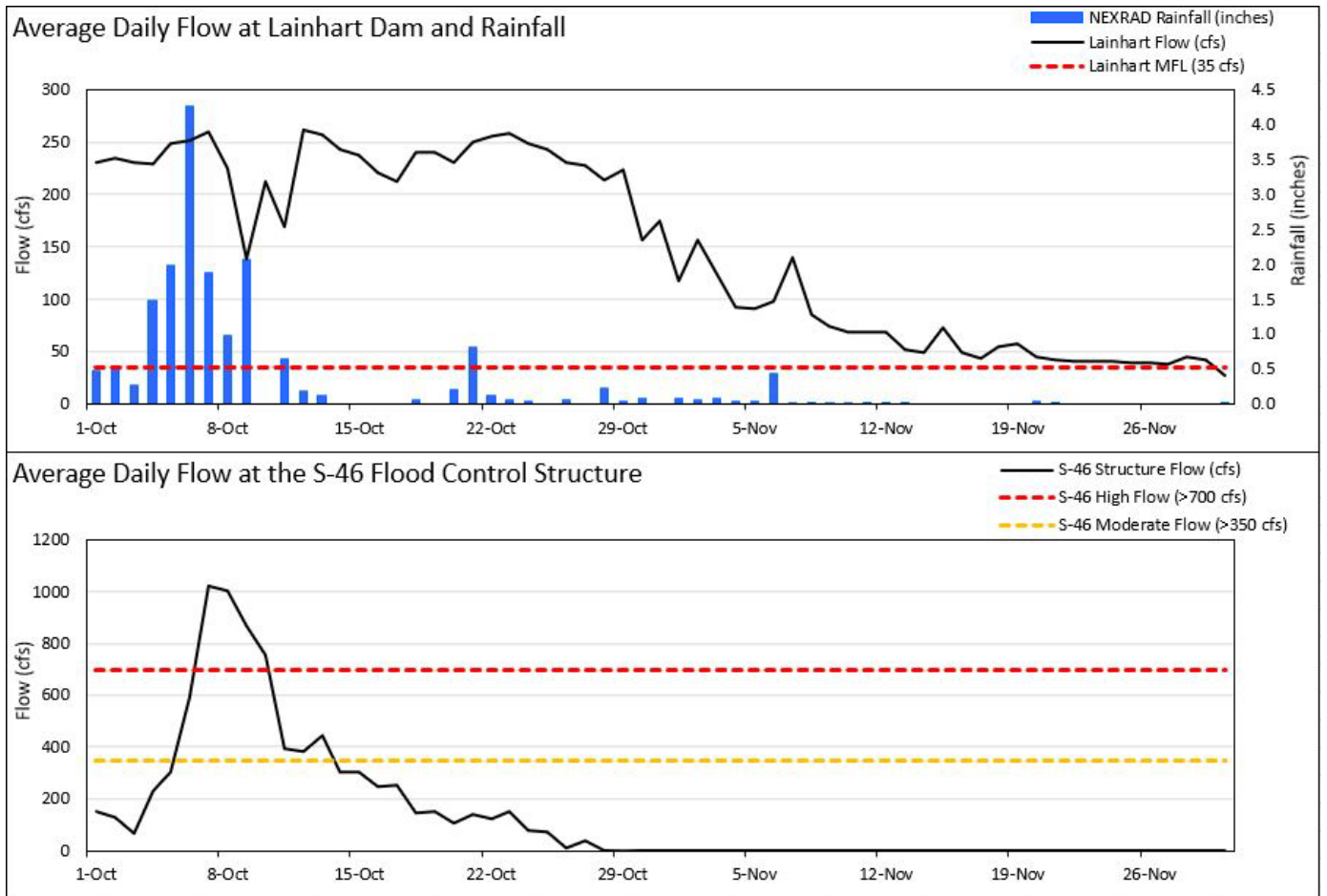


Maps showing NEXRAD rainfall distribution across the watershed during the month indicated in legend. Each pixel represents an area of 2 km x 2 km. Blue colored pixels show highest rainfall and red pixels show lowest rainfall. For reference, the red line is the C-18 basin which includes portions of J.W. 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

This time of year we shift our focus of wet-season monitoring for high river flows and flood control releases that cause low salinity in the lower estuary that are harmful to seagrasses, to dry-season monitoring for low river flows and the intrusion of saline waters that are harmful to the freshwater cypress swamps in the Northwest Fork of the river.

This year, the transition from a very rainy end to the wet season to a dry start to the dry season had a corresponding effect on river flows. Daily average river flow measured at Lainhart Dam gradually declined throughout November, ranging between 156 cfs to 27 cfs, with an overall average of 67 cfs (upper panel figure below). The minimum flow of 27 cfs occurred on November 30, the only day that flow fell below the 35 cfs Minimum Flow & Level (MFL) target and has since been hovering just above the minimum flow. Despite the decreased flows through the Northwest Fork during November, salinity at River Mile 9.1 did not exceed 0.2 ppt threshold for the MFL. Our online Minimum Flow and Level (MFL) data visualization tool is updated daily and available [HERE](#).



Top Graph: Sixty-day mean daily flow measured at the Lainhart Dam with the 35 cfs MFL threshold indicated (dashed red line). Blue bars show average daily rain from NEXRAD rainfall data. Bottom Graph: Sixty-day mean daily flow measured at the S-46 flood control structure with the 350 cfs “Moderate Flow” (yellow dashed line) and the 700 cfs “High Flow” (dashed red line). Data from SFWMD.

Oyster Spat Monitoring

Oyster spawning and spat settlement for the 29-day period ending November 12 indicated the oyster spawning activity is likely finished for the year. The Northwest Fork experienced the highest oyster settlement activity where average spat density was 886 spat/m² with the downstream site accounting for nearly all, or 98%, of the total settlement activity (figure below). This oyster spat density was well below the historical period average of 2,375 spat/m² and was a 22% decrease from the 1,141 spat/m² spat density during same period last year (2023). However, this was a slight increase over the 199 spat/m² observed during the previous period ending October 14. It is possible the increase over the previous period is due to decreased flow of freshwater through the Northwest Fork.

The Southwest Fork experienced a modest decrease in settlement activity since last month with an average of 155 spat/m², and like the Northwest Fork, nearly all, or 96%, of the settlement activity occurred at the downstream site. Average density was only a fraction of the 2,120 spat/m² historical average for the period and was also 71% below the 537 spat/m² spat density during same period last year (2023). As water temperatures cool during the winter our monitoring suggests we can anticipate lower oyster spawning and settlement activity.

The photos below show how cryptic the newly settled oysters appear on the monitoring tiles after less than a month of growth.

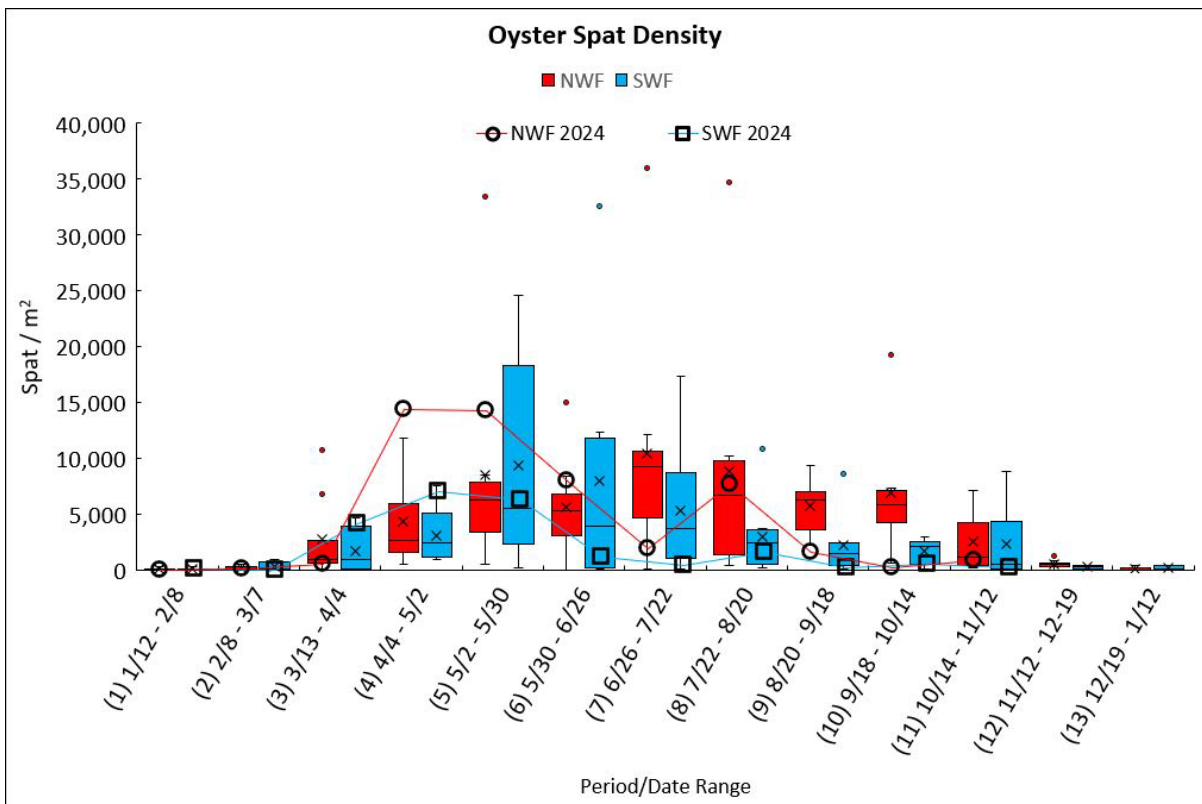
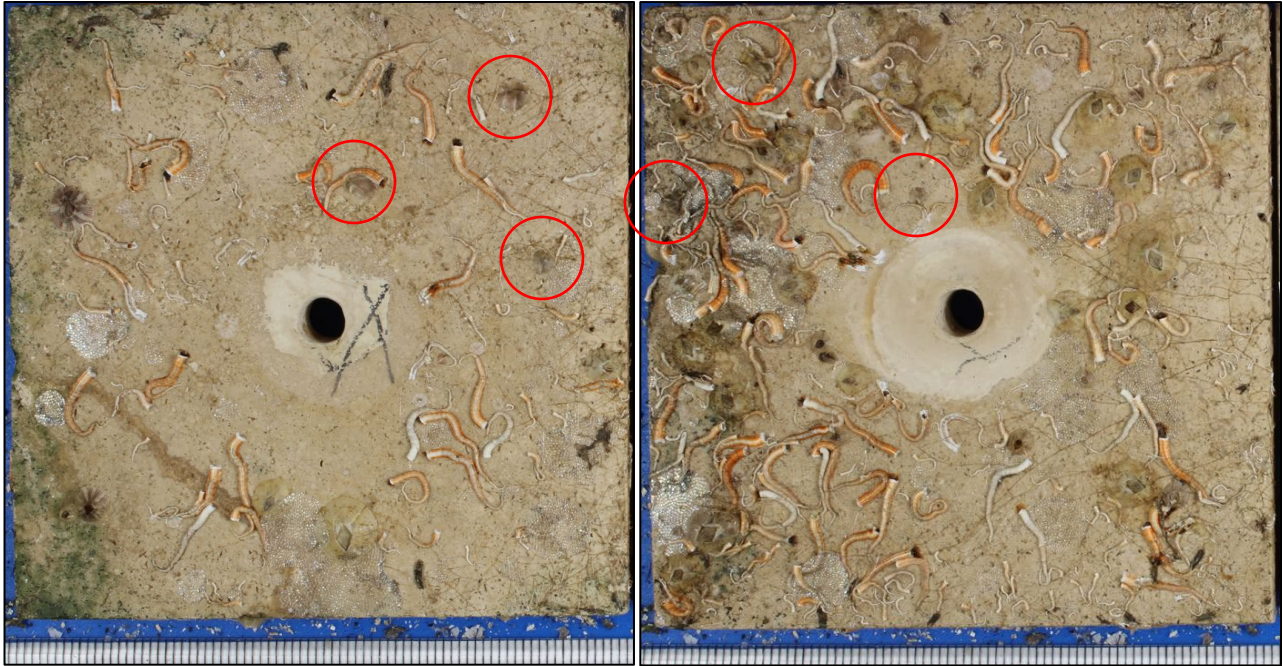


Figure: Box and whisker plot showing interquartile range (IQR) of oyster spat density (spat / m²) for each period in the Northwest Fork (red) and Southwest Fork (blue) of the Loxahatchee River between 2016-2023. The "X" indicates period mean. Superimposed on the IQR are the 2024 period means for both the Northwest Fork (circle/red line) and Southwest Fork (square/blue line).



Above photos show the top (left) and bottom (right) of a recent tile from the Northwest Fork downstream site during the 29-day deployment ending November 12, 2024. Red circles indicate examples of how small newly settled oyster spat appear on the tiles. The lines at bottom indicate 1 mm scale divisions. Also note the presence and density of several other colonizing bio-fouling organisms, including calcareous tube worms, two species of barnacles, and two species of bryozoans, tiny filter feeding invertebrates.

A Return to Jerry Thomas Elementary School for the Career Fair



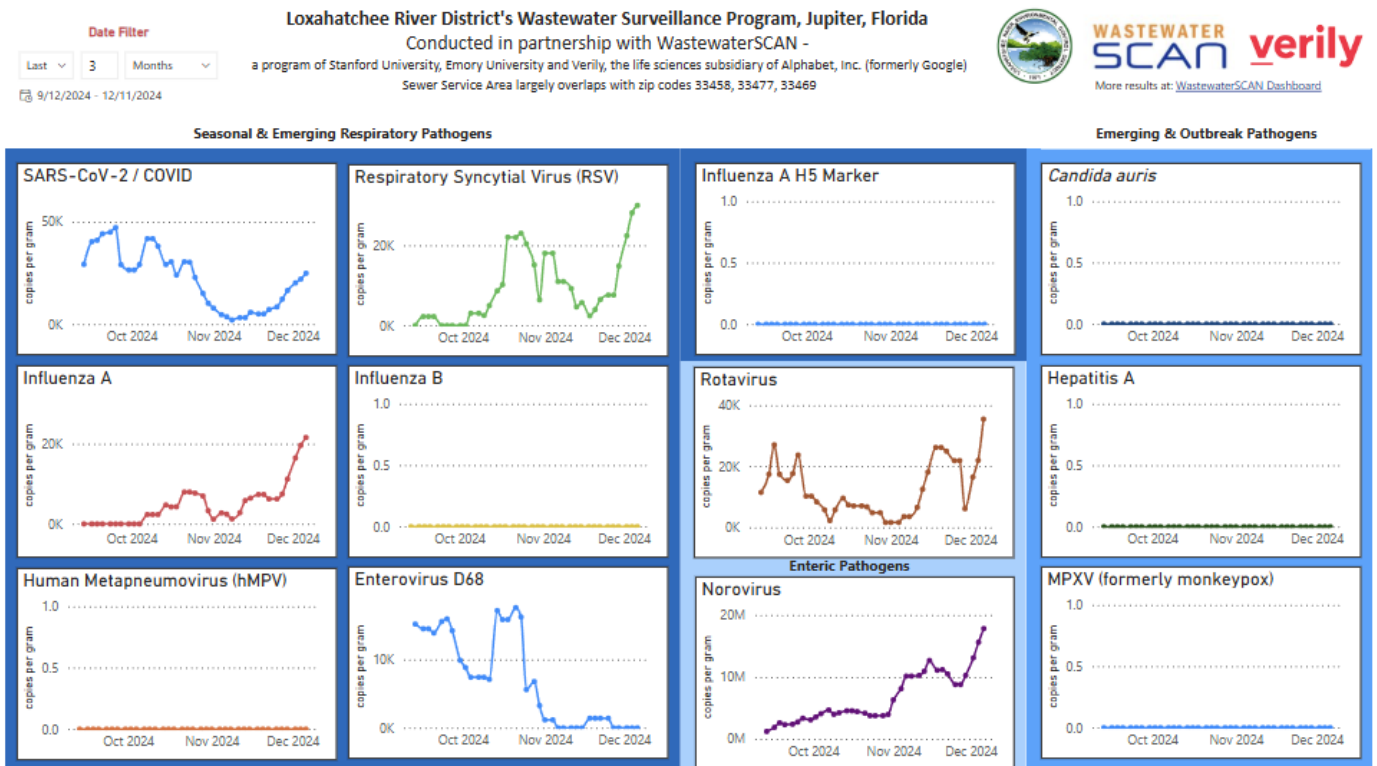
Lab Technician Danny Tomasello attended the Career Fair on behalf of the WildPine Lab to talk with the students about being a scientist. The interesting twist is Danny attended Jerry Thomas elementary as a child. This brought about a special connection with the teachers and students, especially when they got to see his see his fifth-grade class picture!

Wastewater Surveillance

The District’s Wastewater Surveillance program, monitoring 12 pathogens through the WastewaterSCAN program, showed notably higher and increasing concentrations of COVID, Respiratory Syncytial Virus (RSV), Influenza A, Rotavirus, and Norovirus in the samples collected three times per week from our wastewater treatment plant.

As we enter the winter months and snowbird season, it will be interesting to monitor the changes in various illnesses throughout the community.

Results from the WastewaterSCAN programs are automatically uploaded to our website at <https://loxahatcheeriver.org/wastewater-surveillance/>.



Customer Service

Billing & Payments

4th Quarter bills were due November 13 and staff were busy processing nearly 20,000 payments totalling over \$3M. Nearly 7,700 (39%) of these payments came through automatic payment, followed by 4,416 (22%) through online bill pay through the customer's bank, 3,430 (17%) through the website or phone, 2,546 (13%) by paper check, 1,441 (7%) in person, and 203 (1%) by interactive phone payment.

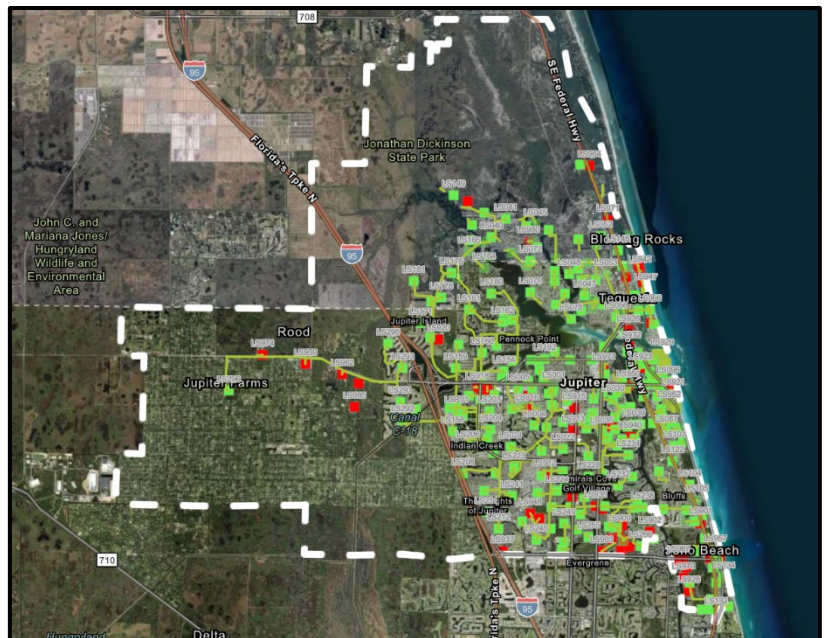
Our new customer information and payments system provider gave us a demonstration of the forthcoming new and improved payments portal for our customers to make web payments and setting up automatic payments, and our staff to take payments from customers over the phone. The new site is a major upgrade over the current system and is scheduled to go live in January. Then, for the second phase of improvements scheduled for 2nd quarter 2025, they will implement functionality that will give our staff the ability to manage automatic payments on behalf of our customers. We look forward to the release of these much-needed improvements.

Information Technology (IT)

Geographic Information System (GIS) Software Installation

We continue to work through the migration of the District's various software systems to our new servers. Most recently, with the assistance of our GIS consultant, we completed the installation and configuration of our Enterprise GIS using the latest software from Esri.

Now that the installation and configuration of the software is complete, we can begin to migrate the various map elements (ex. pipes, pump station locations, etc.) so we can reconstruct the new mapping systems that our staff utilize. The figure right is an example of some items published to test the functionality and performance of the GIS and the new servers.



Loxahatchee River Environmental Center

December 2024



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%	
2021 Baseline	952	73	83%	248	4.7	7.8	92%	85%	
2022 Baseline	1,322	101	111%	240	4.6	7.9	91%	107%	
2023 Baseline	1,462	110	93%	297	4.7	7.8	83%	86%	
2023									
	Nov	1,183	48	110%	154	5.0	8.0	92%	72%
	Dec	1,021	78	79%	81	4.5	8.0	100%	57%
2024									
	Jan	1,178	84	89%	115	4.7	8.3	99%	81%
	Feb	1,689	185	105%	264	4.9	8.2	104%	94%
	Mar	1,697	128	90%	198	4.7	8.0	103%	112%
	Apr	1,162	93	88%	91	4.7	8.0	106%	112%
	May	1,153	87	117%	200	4.9	8.1	117%	106%
	June	2,870	127	111%	714	4.8	7.5	96%	86%
	July	2,120	166	93%	1,240	4.8	8.0	94%	109%
	Aug	1,258	80	141%	346	4.8	7.2	92%	101%
	Sept	1,024	62	100%	221	4.5	7.5	91%	97%
	Oct	1,250	71	92%	238	4.6	7.6	96%	130%
	Nov	1,007	59	82%	217	4.8	8.1	101%	114%
Consecutive Months at Green	0	1	0	7	13	13	6	5	
Metric Owner	O'Neill	O'Neill	Duggan/Warwick	Patterson	O'Neill	O'Neill	O'Neill	O'Neill	

Metric	Explanation
Total Visitors	This number represents 89% of our target. If we had only one more visitor, we would have been at 90% (green).
Program Participation	We had a few programs underperform this month. Girl Scout Way only had 82% participation with 47 no shows. The Boating Class only had 8 participants (32%

participation). The Lecture only had 64% participation with 11 no shows. This is very unusual for our lectures. Science with Sam also had 11 no shows. This occurred even after we called all the participants ahead of time.

River Center General

River Center Special Programs

Lecture Series [Friday, November 1st]

This month, the River Center hosted an engaging lecture titled “*A Microbial Perspective of Martin County Watersheds*,” presented by Dr. Elizabeth Kelly. As a water quality scientist with expertise in environmental microbiology, recreational water systems, and urban ecology restoration, Dr. Kelly provided fascinating insights into the diverse microbes inhabiting our local watersheds and their potential impacts on human and environmental health. The event drew an audience of over 50 participants, highlighting the community’s strong interest in understanding and protecting our waterways.

Lagoonfest [Saturday, November 2nd]



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 530 visitors to the River Center booth and an estimated 7,000 participants at the event. We are looking forward to participating in this event next year.



Riverbend Park Family Pioneer Farmstead Day [Saturday, November 2nd]



River Center staff attended Family Pioneer Farmstead Day at Riverbend Park. This event highlights life back in the pioneer days and showcases the many ways they would live. Events of this day included fishing, animal encounters, sawmill demonstrations, sugar cane pressing, and garden planting. Sam introduced the River Center to a wide range of new families and people in our community. We had 200 visitors come to the River Center booth. We are looking forward to participating in this event again next year!

Blooming in the Garden [Saturday, November 2nd]

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! The Blooming in the Garden program is designed for children and families ages 3-6.



Nature Journaling [Tuesday, November 5th]

Students gathered at the River Center to explore plant development by sorting and drawing stages of budding, flowering, and fruiting plants. Their discovery included a discussion about the functions of the different flower and plant parts and how they looked or functioned differently for different plants. This program was held on election day so that students who are normally in school could participate. We welcomed several adults to this program as well.

Jupiter High School Outreach [Wednesday, November 6th]

The River Center provided a Reptiles outreach to Jupiter High School's special needs students. Sam brought a snake, a lizard, and a turtle for the students to interact with. Teachers and students had a great time learning about reptile and getting to pet the River Center friends! We look forward to coming back next year.



Homeschool Workshop [Wednesday, November 6th]

The River Center conducted a homeschool workshop for students ages 7-10. This month's workshop was about Reptiles of the Loxahatchee River. Students learned how reptiles are eco-enrichers and how they play a significant role in the Loxahatchee River ecosystem. Students also got an up-close experience with our resident reptiles including our yellow-bellied sliders, Apollo the corn snake, and our green anole Steve! We had 12 participants attend this workshop.

Regional ANCA Meeting [Friday, November 8th]

Several Nature Center Administrators gathered at Grassy Waters Preserve for a regional meeting of the Association for Nature Center Administrators. We set off early in the morning to kayak through the preserve seeing several alligators (some very up close and personal!) while learning about this very important natural resource. Grassy Waters is the freshwater source for the City of West Palm Beach, so maintaining the water quality in the natural area is critical. Also, during the day, we had several breakout sessions



where we discussed various current topics important to our centers. Jocelyn O’Neill attended sessions about “Making the Intangible, Tangible” (evaluating program success) and volunteer recruitment.



Wilderness Skills Class: Knot Tying & Orienteering – Jupiter Inlet Lighthouse Outstanding Natural Area [Saturday, November 9th]

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. We all participated in a game of Compass Ball 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.

Science with Sam Green Teens – Bioluminescence [Saturday, November 9th]



Science with Sam taught a Green Teens lesson on bioluminescence. This class focused on organisms that are bioluminescent and why they use their light. Students discussed what types of animals give off bioluminescence, why the animal uses it, and how that helps them survive. Students had the opportunity to

create their own chemiluminescent glowing reaction like the bioluminescence of the animals discussed. At the end of class, students were able to observe live bioluminescent dinoflagellates swirl and glow and see how they use their light as self-defense!



Afterschool Book Club [Wednesday, November 13th]



It was another fantastic book club with our nature-loving readers! This month, we read Carl Hiaasen’s HOOT. We were joined by Tim O’Neill and his barn owl, Troy. Students were very excited to meet an owl in person after being inspired to protect them! Tim taught us a bit about

owls and answered all our owl questions. We ended the class by discussing how the book and characters made us feel, and things we can do in our community to help protect wildlife. At our next meeting, we’ll discuss MAKE A LITTLE WAVE by Kerry O’Malley Cerra, who will be joining us virtually.



Girl Scout Way Campfire [Saturday, November 16th]

The River Center hosted its eighth 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 110 girls and 54 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
- Florida Fish and Wildlife Conservation Commission: Everglades Youth Conservation Camp
- The Nature Conservancy – Blowing Rocks Preserve
- Society of Woman Engineers
- Pratt and Whitney
- Sandoway Discovery Center
- Cox Science Center
- Girl Scouts of Southeast Florida

Afterschool Science with Sam – Happy Habitats [Saturday, November 19th]



Science with Sam taught an Afterschool lesson about happy habitats. In the habitats lesson students learned what a habitat is, resources wildlife needs in each habitat, which habitats we have in Florida, and ways we can protect our local habitats. Students partook in an



educational game of predator tag, showcasing the struggles wildlife faces while living in changing habitats.

Tots on Trails – Making Tracks [Wednesday, November 20th]



This month was about identifying animals based on their tracks! Families met at the Jupiter Inlet Lighthouse Outstanding Natural Area and searched for animal tracks as they walked down the path. We used a guide to identify the prints we saw stamped in the pathway, and even spotted some fresh bird tracks in the sand! When we reached the end of the trail, we stopped to take a break and spend some time making take home sheets of stamped tracks.

RISE Meeting [Wednesday, November 20th]

The River Center hosted a RISE meeting this month. RISE, standing for Resources in Science Education, is a group of environmental educators around the county that meet quarterly to share events and resources like trainings and program development in the STEM field. This month the group was joined by Diana Snyder from the PBC School District to discuss successes and challenges from the Community Experiences Initiative. This initiative was started in 2023 and aimed to have schools in the county visit a community-based organization with an entire grade level. All PBC seventh graders can participate in a Science or Nature field trip. Schools pick from a choice menu and select their top three venues where they'd like to visit. From there Diana matches schools to their choices and sets up field trips. This is the second year that the River Center has participated. Last year we had the entire seventh grade from Eagles Landing Middle School & Plumosa School of the Arts attend a program at the River Center. With both these schools combined, we welcomed over 600 seventh graders last year. This year we hosted the entire seventh grade from Duncan Middle School which was comprised of 330 students. This initiative has been a great way to ensure that schools can experience new places and has been a great way for organizations to connect to different places in our community. The School District aims to expand this initiative by providing more opportunities for high school students in the coming years. After the presentation with the School District, the participating organizations all presented information on upcoming events, programs, and trainings. These meetings have been wonderful in fostering partnerships with our neighboring organizations and a great way to collaborate on future projects. The organizations in attendance included Manatee Lagoon, Loggerhead Marinelifelife Center, Yesteryear Village, Blowing Rocks Preserve, Palm beach County

Parks & Rec, the Solid Waste Authority, Grassy Waters Preserve, The Youth Environmental Alliance, and MacArthur Beach State Park.



Nature Hike – Sweet Bay Natural Area [Saturday, November 22nd]

The River Center led a nature hike through Sweetbay Natural Area which is adjacent to the North County Airport and contains a variety of habitats including mesic flatwoods, hydric flatwoods, wet prairie, dome swamp ecosystems and more. This Natural Area is a part of The



Great Florida Bird and Wildlife Trail, providing a wonderful experience for our visitors. Due to the recent rains, the trails were flooded in certain sections, bringing wildlife close to the trails. Our participants really enjoyed getting their feet wet in this impromptu swamp tromp. As we hiked, we saw Southern Toads, Chorus Frogs, Mosquitofish, Crayfish, Iris, Buttonbush, slime fungi, and tracks of Boar and Bobcat.



Wilderness Skills - How to Build a Shelter [Saturday, November 23rd]



Families had a fantastic time learning about knot tying and shelter building at our wilderness skills class at LRD's 20-acre property. Families rotated between two stations, one learning basic camping knots, and the second learning how to build a natural shelter. Families learned how to strip veins from palm fronds and how to use them for shelter building with natural materials. One goal of the program is to



have participants feel more comfortable being on the Loxahatchee River and the Ocean to Lake Trail. The experience here gives them knowledge and confidence to learn outdoor skills and expose them to new places along the Loxahatchee River Watershed. Participants were told about how the Loxahatchee River District owns the property to be used for future uses to protect the Loxahatchee River.



Archery 101 [Tuesday, November 26th]



The River Center hosted our Archery 101 class at our 20 Acre property. Our Archery Program provides participants with a safe and educational way to learn the skills of outdoor archery. This program motivates students to get outside and practice a skill. This program encourages them to be active outdoors, further connecting them to nature. The class teaches parts of the bows used, proper steps for shooting a bow, range and bow safety, how to

be mindful about shooting outdoors, the history of archery, basic shooting skills, and range practice. All equipment was purchased through a grant from the Florida Fish and Wildlife Conservation Commission (FWC). Connections are made to LRD through ownership of the land as well as our conservation efforts to protect the river that is adjacent to the property.



Fishing Clinic [Saturday, November 30th]



As part of our thanksgiving break activities, the River Center conducted a Family Fishing Clinic. This program began with a classroom session lasting about 45 minutes, where we covered fishing regulations, knot tying, various forms of tackle, fish identification, and the importance of safety while fishing. After the basics were covered, we went outside to try some casting with our fishing poles. The last 45 minutes of the clinic are just for fishing. Our guests bait their hooks and take to the dock to await their

potential catches. Some fish caught included checkered puffers, hardhead catfish, a jack crevalle, and an Irish pompano. 17 students participated in our Family Fishing Clinic.



Volunteer of the Month



Our November Volunteer of the Month is Mia Cooke. Mia is a new volunteer that jumped right in and got to work. She is always willing to do what is needed to help with any task. Mia makes sure that each guest feels welcome and learns a little more while here at the center. What stands out the most is her ability to work with others and help new volunteers learn all the tasks needed. We are incredibly grateful for Mia's contributions and are proud to recognize her as our Volunteer of the Month. Thank you for all that you do, Mia! We look forward to seeing all the great things you'll continue to accomplish with us at The River Center!

UPCOMING EVENTS

RSVP at www.lrdrivercenter.org/events-calendar
rivercenter@lrecd.org or 561-743-7123

Every Thursday, 9:30 a.m. – 10 a.m. – Story time: Join the River Center for Story Time. Families are welcome as we read stories and have an animal encounter.

December 20, 8:00 a.m. – 11:00 a.m.: Birds of the Loxahatchee River District: Come explore with us! Join Audubon Everglades for a bird watching walk through the Loxahatchee River District's reclaimed water storage lakes. Walk along the guided paths and immerse yourself in this behind-the-scenes tour. Interested participants should wear closed toed shoes, sunscreen, hat, sunglasses, and bring plenty of water. Please make sure to register to attend.

December 21, 10:00 a.m. – 12:00 p.m.: Fishing Adventure [Jupiter Inlet Lighthouse Outstanding Natural Area]: Join us for some exciting fishing! We'll be set up at the Jupiter Inlet Lighthouse Outstanding Natural area. This program is designed for young anglers who want more fishing experience. It's an exciting way to discover new fishing spots while accompanied by River Center staff. Poles and bait will be provided, or you can bring your own gear. Parents are encouraged to accompany their children and participate. Everyone should bring water, sunscreen, hats, and sunglasses. Cost is \$10. Registration is required to attend. Space is limited. This is not a drop off program. If the "Register" button gives you an error message, please join our Waitlist!

December 27, 10:00 a.m. – 12:00 p.m.: Nature Hike [Loxahatchee Slough]: Come explore with us! Tie up your hiking boots and join the River Center for our Nature Walk through the Loxahatchee Slough. Walk along the guided paths and immerse yourself in this local natural area. We will explore a path inside this natural area with uneven terrain. Interested participants should wear closed toed shoes, long pants(recommended), a walking stick, comfortable clothing and bring plenty of water. Please RSVP to attend. Space is limited. If the "Register" button gives you an error message, please join our Waitlist!

December 28, 10:00 a.m. – 12:00 p.m.: Archery 101 [20 Acres]: 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. If the "Register" button gives you an error message, please join our Waitlist!

December 31, 9:30 a.m. – 11 a.m.: Beach Comber Field Class [Blowing Rocks Preserve]: Join the River Center for our new Beach Comber class! Learn how to identify what you see while walking on the beach at Blowing Rocks Nature Preserve! Could it be a shell, a seed, or is it a mermaid's purse?

Discover what you can find at the beach! Join us again on January 7th for a more in-depth look at what you find. Discover how seeds make their way in the currents and how shells are related to each other. You can register for both classes now! Registration is required to attend. Recommended ages 13+ and adults.

January 3, 12:00 p.m. – 1:00 p.m.: Lecture – 20 Easy to Grow Wildflowers: Join us at the River Center for our monthly lecture series! Our January speaker is Stacey Matrazzo, Executive Director of the Florida Wildflower Foundation. Florida has many beautiful wildflowers that can be used in gardens and home landscapes. In this presentation, Stacey will introduce 20 easy-to-grow species that can be used in a variety of soils, sunlight and moisture conditions. She'll discuss how to select, plant and maintain these flowers, and will highlight the butterflies, bees and other pollinators they will attract. Learn how integrating these delightful native plants into your own outdoor living spaces can bring joy and beauty to your landscape while also providing food for wildlife. Registration is required to attend. This event is not recommended for children under the age of 14.

January 4, 10:00 a.m. – 11:30 a.m.: Blooming in the Garden [Snail Tales!]: Join the River Center for our *Bloomin' in the Garden* program, designed for children ages 3-6. This month's theme is **Snail Tales!** The program will start at 10:00am with story time and a nature-themed craft. We will then move to our garden for exploration and hands-on fun. When it's time to go home, children will receive seed to take home to start their own garden! So don't miss this exciting chance for you and your little ones to enjoy nature together! ****This program has limited space so please only sign up if you are planning on attending, and please let us know if you won't be able to make it!**** This activity is outside, so dress comfortably and be ready to possibly get a little messy. All equipment will be provided, and this program is free of charge. Donations are always welcome.

January 7, 9:30 a.m. – 11 a.m.: Beach Comber Class – Think Like a Scientist [River Center]: Join the River Center for our new Beach Comber class! Have you ever seen something at the beach and wondered what it was? Could it be a shell, a seed, or is it a mermaid's purse? In this class at the River Center, we will explore all the different things you can find at the beach, how they got there, and how they are related. Learn how to think like a field scientist and record data as well. Take home journaling sheets to help you remember what you know the next time you are at the beach! **Registration is required to attend. Recommended ages 13+ and adults**

January 10, 10:00 a.m. – 12:00 p.m.: Nature Hike [Pine Glades Natural Area]: Come explore with us! Tie up your hiking boots and join the River Center on our 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.

January 11, 10:00 a.m. – 12:00 p.m.: Archery 101 [20 Acres]: 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 11, 1:00 p.m. – 2:00 p.m.: New Volunteer Workshop: Join us for a new volunteer workshop at the River Center! In this workshop, we'll cover everything you need to know about becoming a River Center volunteer, including roles, responsibilities, and training opportunities. Whether you're passionate about the environment or eager to support community events, this workshop will help you understand how you can make a difference. Please RSVP to attend. For more information about volunteering at the River Center, please contact our Volunteer Coordinator Rebecca Patterson at Volunteer@Lrecd.org

January 14, 4:00 p.m. – 5:00 p.m.: Science with Sam [Shifting Sands]: Join our Scientist Sam for different science activities! In this lesson, students will understand where sand comes from, how it is made,

how it benefits the habitats it's connected to, and how it benefits humans! This lesson includes a sand lab activity teaching students about erosion and why humans want to mitigate erosion along our coastline. There is no cost for this program but please RSVP to attend. Space is limited. Registration will open December 17th. If the "Register" button gives you an error message, please join our Waitlist!

January 15, 4:30 p.m. – 6:00 p.m.: Nature Journaling [Pine Glades Natural Area]: *Animal Encounters*: When students encounter wildlife, the opportunity for observation may be brief. This activity will help your students take advantage of the situation, offering a structure for deliberate observation and getting the observations to paper as fast as possible. Are you interested in Nature Journaling and don't know how to start? We have the class for you! Nature Journaling is a great way to slow down to discover and explore the nature around us. We will teach observation, writing, measurement and recording skills. You do not need to be an "artist" to be a nature journalist. You just need a little curiosity. This is a monthly class with a different theme and skill each month. Cost is \$5 per person. Purchase the starter kit for an additional \$5 per person.

January 15, 4:30 p.m. – 5:30 p.m.: Book Club [Make a Little Wave]: Calling all nature-loving readers! Join us on Wednesday, January 15th from 4:30 to 6pm for our next afterschool book club for kids in grades 3-8. Participants will explore the world of sharks and their important role in the ecosystem. We will discuss how the book's protagonist fights to be a voice for sharks and how she overcomes the many challenges in her way. Students will have the opportunity to discuss the book with the author via a virtual meet-and-greet, and we will make some shark-themed crafts to take home as a reminder of how we can all "make waves" to make our own communities better. You can find MAKE A LITTLE WAVE at our local library or at a bookseller of your choice. Readers should finish the book before the meeting.

January 17, 6:00 p.m. – 7:00 p.m.: Evening Lecture [American Shark Conservancy]: The American Shark Conservancy investigates the biology and ecology of sharks to understand the impact of human activities on these fascinating creatures. Their research focuses on assessing the effects of fishing and ecotourism on vulnerable shark species, employing non-invasive data collection and community engagement. Sharing our findings with the public and decision-makers is pivotal to fostering advocacy and enacting real change. Hannah Medd, Msc. is the Lead Scientist and founder of the American Shark Conservancy (ASC) a scientific nonprofit in Palm Beach, Florida. She began ASC in 2016 back in Florida to help answer important questions about vulnerable shark species and develop best practices and policies that ensure a better future for sharks and the oceans. Space is limited. Please RSVP to attend.

January 18, 10:00 a.m. – 11:30 a.m.: Science with Sam Green Teens [Impacts on Florida's Ecosystems]: In January, Science with Sam Green Teens class will dive into the amazing world of Florida ecosystems! We will be looking at various ways our Florida ecosystems can be negatively or positively impacted by natural disasters and our communities, learn about the vibrant wildlife, critical conservation efforts, and how YOU can make a difference for Wild Florida. There is no cost for this program but please RSVP to attend. Space is limited. If the "Register" button gives you an error message, please join our Waitlist!

January 22, 10:00 a.m. – 11:00 a.m.: Tots on Trails [Jupiter Ridge Natural Area]: 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 **Jupiter Ridge Natural Area. **THIS IS AN OFF-SITE PROGRAM!**** We will meet in the natural area parking lot at 10:00 am. Together, we'll walk the trail, observe plants and animals with our magnifying glasses & binoculars, and explore nature. 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. Registration Opens on December 18th.

January 25, 8:30 a.m. – 12:30 a.m.: Girl Scout Workshop [Home Scientist]: Have you ever wanted to learn how to do science experiments? Experiments with ordinary items found right in your own house. Join us for our Girl Scout Home Scientist workshop for Brownies! Girls will learn about water chemistry, electrical currents, and dive into density! Girls will understand how scientists in our community and around the world help our environment, keep our water clean, and protect animals. This workshop will engage girls to become interested in science and make interesting discoveries about their natural world. At the end of this workshop Brownies will earn their Home Scientist Badge.

January 31, 10:00 a.m. – 12:00 p.m.: Nature Hike [Masten Dam – National Rivers Day]: 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

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D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

To: D. Albrey Arrington, Ph.D., Executive Director
From: Ed Horchar Safety Officer
Date: December 11, 2024
Subject: District Safety Report for November 2024

Safety Metrics: November 2024

OSHA recordable injuries: Zero

Lost time injuries: Zero

Actual TRIR: 2.6 [Goal < 1.5]

TRIR = Total Recordable Incident Rate

Safety is a Core Value at LRD – *Our conduct is shaped by a personal commitment to protect the health and safety of ourselves and our colleagues. Safety is driven through education, training, planning, protective equipment, and individual accountability.*

OSHA Recordable Incidents/MVA's: The LRD experienced zero (0) OSHA Recordable Injuries in November. The District has a rolling twelve-month Total Recordable Incident Rate (TRIR) of **2.6**. This is greater than the District goal of 1.5. District employees will need to work injury free through January 2025 before the rolling twelve-month TRIR will be reduced.

The District experienced zero (0) Motor Vehicle Accidents (MVA) in October. With two MVA's in the last 12-month period, the MVA incident rate is at 2.2. Equal to the LRD MVA goal of 2.2.

Sustainment: The Power BI tracked Job Hazard Assessment (JHA) activity indicates a November JHA generation of 1526, slightly below the 12-month rolling average of 1,541 per month. Current Power BI data now accurately captures multiple JHA's on one work order. Although not fully integrated into EAM, the Wild Pine Lab and River Center continue to utilize the JHAs and are included in the overall data. The following is an assessment of November JHAs performed per employee in each department:

Reuse:	44 JHA / employee	Construction:	14 JHA / employee
Operations:	39 JHA / employee	Inspection:	29 JHA / employee
Collections:	41 JHA / employee	Wild Pine Lab	5 JHA / employee
Maintenance:	32 JHA / employee	River Center	2 JHA / employee

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JHA and Work Orders: In November approximately 99% of the applicable Work Orders (WO) included a JHA. This represents twenty-four (24) months in a row in which the District expectation of 95% was exceeded. The following is a District comparison for the percentage of November EAM applicable Work Orders generated for which an electronic JHA was completed:

Reuse:	100 %	Construction:	98 %
Operations:	99 %	Inspection:	98 %
Collections:	98 %	Wild Pine Lab	0 Electronic JHA's
Maintenance:	99 %	River Center	0 Electronic JHA

Lockout / tagout (LOTO): LOTO continues to be tracked in similar fashion to the JHA's. The machine-specific LOTO form is what an "Authorized" LOTO employee must complete prior to placing the machine / system in a locked-out condition. Any District employee working on the system/equipment being locked-out must affix their own personalized lockout lock and tag to the equipment. This process ensures the system/equipment is configured so there is zero hazardous energy associated with the equipment prior to employees performing any maintenance on the equipment. 264 machine-specific LOTO forms were completed by District employees in November, a 20% reduction in volume compared to October. Current data indicates the LOTO compliance rate to be at 92% of applicable work orders. A 1% increase from October data. The solution to this deficiency is simple and the District needs stronger monthly increases to meet expectations. 22 applicable work orders did not have the required LOTO question prompt completed in November. The District will continue monitoring specific departments which are lagging in efficiency as more needs to be done to accurately complete the work orders. Not completing this question resulted in a decrease in the total % compliance toward LOTO. As we continue to track the LOTO to work order compliance, the expectation is for this number to increase. The District will not be satisfied until the LOTO percentage is sustained at 100%.

Near Miss Reporting: There were 5 Near Miss reports initiated in November which is less than the 12-month rolling average of 8. The Inspection Department submitted two reports, Reuse/Collections submitted a combined total of two reports and the Maintenance Department submitted one report. One slip, trip and fall, one accident near miss, one struck-by falling objects and one animal related near misses reported. The Near Miss Reporting Standard Operating Procedure has been enhanced to increase the efficiency of implementing corrective actions. There have been 79 Near Miss Reports submitted in calendar year 2024 through November. 54 Near Miss reports have work orders assigning action to be taken to resolve the respective near miss. Collections have submitted 28 near miss reports in 2024 while Maintenance has submitted 15. Upon receiving the Near Miss report, the reporting employee's direct supervisor initiates the review of the concern with the reporting employee and the Safety Officer creates a work order to track the near miss progress, including closure. 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 Near Miss Reporting.

Training: CPR/AED/First Aid training was conducted on December 4th. Sixteen (16) District employees received training certifications in CPR/AED and First Aid. This class also satisfied Bloodborne Pathogen annual training requirements for District employees. 80% of District employees are Certified in CPR/AED/First Aid.

The District Safety training in November included a two-hour classroom New Employee Onboarding Safety Training for one River Center employee and one Construction Department employee. This New Hire Orientation training is conducted by the Safety Officer and consists of a high-level review of District Safety Rules, the Safety Manual and the various Safety Programs implemented by the District. Computer Based Training (CBT) for all new hires is standardized for Human Resources, Information Technologies and Safety, and is automatically distributed to new hires on their respective first day of work. The following are standard safety-related CBT provided to new employees: New Employee Safety Orientation, PPE Awareness, Bloodborne Pathogens, Hazard Communication, Chlorine Awareness, Heat Stress Safety, and Hydrogen Sulfide (H₂S) Awareness. Additional safety-related training for the Construction Department employee included: Lockout-tagout Authorized, Confined Space Entrant and Confined Space Attendant classroom training. Additional Safety Training for November included Chlorine Awareness, Chlorine Safety, Chlorine Safety for Water Treatment employees, and Risk Management Plan (RMP) SOP review. The overall training completion for November was at 89% which is below the District's expectations.

Risk Management Plan Audit: Grant Harvey and Chris Stevens, Risk Management Program Inspectors for the Florida Division of Emergency Management, and Joseph DeLuna, Special Responder for the Florida Department of Environmental Protection were on site November 21st to conduct a site inspection of the Districts EPA Risk Management Program/OSHA Process Safety Management Plan for the Districts Chlorination System. The District was represented by Albrey Arrington, Jason Pugsley, Nathan Jarvis and Ed Horchar. District employees were invited to the opening conference. Six District employees were in attendance for the opening conference.

After the opening conference introductions, Albrey, Jason, Nathan and Ed escorted the Inspectors on a tour of the Operations Control Room where Operators John Gould and Remi Gadoua demonstrated the functionality of the control room systems and answered questions from the Inspectors. The tour continued to the Chlorine Building. The functionality of the entire process was evaluated, including chlorine delivery, cylinder changeouts, overhead hoist operation and inspection, and the emergency exhaust scrubber system.

Upon completion of the facility tour, the Inspectors continued with a documentation review. Much of the Documentation reviewed during the inspection was delivered to the Inspectors, upon request, by the District RMP Team on November 15th, 2024. The documentation included the following: District Risk Management System, Chlorine Hazard Assessment, Process Safety Information, Process Hazard Analysis, Operation Policies and Procedures, Mechanical Integrity, Management of Change, Pre-Start Up Review, Training Records, Compliance Audit, Incident

Investigations, Employee Participation, Hot Work Permits, Contractors and the Emergency Response Plan. The Lead Inspector completed a 5-page, 175 question "RMP On-Site Inspection Checklist" during the documentation review. The question was given a Y (Yes) if the District provided the documentation for the corresponding question. The question was given a N (No) if the District did not provide the documentation for the corresponding question. The question was given a P (Partial) if the District provided incomplete documentation for the corresponding question. Upon completion of the documentation review, the District received one P (partial), with the remainder of the questions either Yes or NA. The P was due to the lack of formal documentation of the annual Certification of Operating Procedures. The District has created an annual PM in EAM for all essential personnel to formally review and acknowledge all applicable SOP's. The District will provide this formal documentation of the annual review to the Lead Inspector prior to the end of the year.

A shout-out goes to the Operations Department. The Inspection indicated the District is in compliance with the detailed requirements of the EPA RMP. It is also evident the District Operations staff has continued to maintain the chlorine process in favourable condition. This effort has enabled the District to keep staff and their neighbours safe from exposure to chlorine.

Summary: Working safely at the District IS the standard, and the Districts Operations Department / RMP Team is another example of how District employees are working together to better the daily safety of all employees. Let's reinforce the dedication to work smart and safely. Please visit with any questions or ideas you may have. And do not forget to utilize the near miss reporting system. Let's help each other stay safe and reach beyond our goals.



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D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

TO: Governing Board
 FROM: Administration Staff
 DATE: December 19, 2024
 SUBJECT: Consultant Payments

The following amounts have been reviewed and approved for payment to our consultants for work performed during the prior month.

Consultant	Prior Month	Fiscal YTD
Attorneys	\$22,149.07	\$26,862.82
Baxter & Woodman	\$ 2,619.88	\$ 4,119.88
Carollo	—	—
Holtz	\$13,506.01	\$22,363.51
KCI	—	—
Kimley-Horn & Associates, Inc.	\$28,915.00	\$41,010.00

Should you have any questions regarding these items, please contact Kara Fraraccio concerning the attorney invoices, and Kris Dean concerning the engineer invoices.

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Future Business

General:

- **LAST CALL FOR 2024:** Required Ethics Training for Board Members
(see <https://www.fasd.com/ethics-for-special-districts>)
- Board Meeting for June 2025 falls on Juneteenth holiday (19th June)
– selection of another date for meeting (Wednesday, June 18; Thursday, June 26)
- Governing Board Officers and Annual Authentications

Future Contracts:

- Anaerobic Process Aeration System Study – Change Order
- Chapter 31-10 Rates, Fees, and Charges - Types of Use/Equivalent Connections; Harbor Road South Phase 1 Sub-Regional Line Charge
- County Line Road Bridge IQ Main Relocation – Award Construction Contract
- FY25 Portable Generator and Pump Purchase – Award Contract
- Maintenance Facility – Professional Engineering Services – Approval of Qualified Firms
- Warehouse Facility – Professional Engineering Services – Approval of Qualified Firms

