



# LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

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

## AGENDA

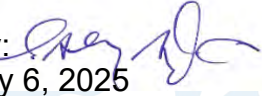
### REGULAR MEETING # 01-2024

**JANUARY 16, 2024 – 7:00 PM AT DISTRICT OFFICES**

ALSO, THE MEETING WILL BE AVAILABLE TO THE PUBLIC ONLINE AT:  
[LOXAHATCHEERIVER.ORG/PUBLICMEETING](http://LOXAHATCHEERIVER.ORG/PUBLICMEETING)

1. Call to Order & Pledge of Allegiance
2. Administrative Matters
  - A. Roll Call
  - B. Previous Meeting Minutes Page 3
  - C. Election Of Officers Page 9
  - D. Additions and Deletions to the Agenda
3. Comments from the Public
4. Status Updates
  - A. Loxahatchee River Watershed Page 10
  - B. Loxahatchee River District Dashboard Page 11
5. Consent Agenda (see next page) Page 12
6. Regular Agenda
  - A. Consent Agenda Items Pulled for Discussion
  - B. County Line Road IQ Main, Water Main, and Raw Page 76  
Water Main Relocation
  - C. New Florida FIT Cash Pool Account Page 91
7. Reports (see next page) Pulled for Discussion
8. Future Business Page 147
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: January 6, 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

## 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. Authorization to Execute Reports (Res.2025-01) [Page 13](#)
- B. Employee Retirement Plan Trustee Designation – to designate Trustee [Page 15](#)
- C. Governing Board Appointments and Liaisons [Page 16](#)
- D. Procurement Policy and Procedures – to approve policy updates [Page 18](#)
- E. R25009/Portable Generator Replacement – to approve Piggy-Back of FSA [Page 58](#)  
Cooperative Purchasing Agreement
- F. Clarifier No. 4 Rehabilitation – to approve contract [Page 59](#)
- G. Fixed Asset Disposal – to approve disposal [Page 73](#)
- H. Change Order to Current Contract – to approve modifications [Page 74](#)

## 7. REPORTS

- A. Neighborhood Sewering [Page 93](#)
- B. Legal Counsel's Report [Page 94](#)
- C. Director's Report [Page 98](#)



# LOXAHATCHEE RIVER DISTRICT

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D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

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## MEMORANDUM

TO: Governing Board  
FROM: D. Albrey Arrington, Ph.D., Executive Director  
DATE: January 10, 2025  
SUBJECT: Approval of Meeting Minutes

Attached herewith are the minutes for the Regular Meeting of December 19<sup>th</sup>, 2024. As such, the following motion is presented for your consideration:

**“THAT THE GOVERNING BOARD** approve the minutes of the Regular Meeting of December 19<sup>th</sup>, 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: #18-2024

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT  
REGULAR MEETING - MINUTES  
DECEMBER 19, 2024

1. CALL TO ORDER

Chairman Rockoff called the Regular Meeting of December 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  
Dr. Rostock  
Mr. Yerkes

Staff Members in attendance were Dr. Arrington, Mr. Dean, Mr. Howard, Mr. Pugsley and Ms. Fraraccio. Consultants in attendance were Mr. Curtis Shenkman and Mr. Hunter Shenkman with Shenkman & Shenkman, P.A.,

B. PREVIOUS MEETING MINUTES

The minutes of the Regular Meeting of November 21, 2024 were presented for approval and the following motion was made:

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

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

C. ADDITIONS & DELETIONS TO THE AGENDA

Delete 5B  
Pulled for discussion 5H C2, C3, and C4

3. COMMENTS FROM THE PUBLIC

No public comments were received.

4. STATUS UPDATES

A. LOXAHATCHEE WATERSHED STATUS

Mr. Howard presented a summary of the wet-season rainfall, river flows, and flood control releases for the Loxahatchee River watershed.

B. LOXAHATCHEE RIVER DISTRICT DASHBOARD

Dr. Arrington reviewed the District Dashboard.

5. CONSENT AGENDA

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

“THAT THE GOVERNING BOARD approve the Consent Agenda of December 19, 2024 with the exceptions of items 5H C2, C3, and C4.”

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

A. Annual Dashboard – to receive and file

“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.”

C. Reauthorization of New Fleet Purchase for River Center Unit No. 60 -15-Passenger Ford Transit Van

“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.”

D. IQ518 Electrical and I&C Upgrades – to award Professional Engineering Services Contract

“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.”

E. Computer Network Equipment and Professional Services – to approve purchase

“THAT THE DISTRICT GOVERNING BOARD authorizes the Executive Director to approve five project purchase orders totaling \$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.”

F. ITB 24-003-00133: Lift Station General Construction Services – to approve contract renewal

“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.”

G. Fixed Asset Disposal - to approve disposal

| 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 NGS (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                 | -                    |
| <b>Total Assets to be Disposed</b> |   |               |                |                | <b>\$ 656,910.24</b> | <b>\$ 499,930.69</b>     | <b>\$ 156,979.55</b> |

“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.”

H. Change Orders to Current Contracts - to approve modifications

C1: Anaerobic Selector Zone Pilot Testing and Process Aeration System – Change Order 001

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

6. REGULAR AGENDA

A. CONSENT AGENDA ITEMS PULLED FOR DISCUSSION

C2: Lift Station 082 Conversion – Contract Contingency

“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.”

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

C3: Professional Engineering Services for 9278 Indiantown Road/20 Acres –Site  
Remediation: Change Order 004

“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.”

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

C4: Plant Lift Station 001 Control Panel Purchase - Change Order 001

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

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

B. Anaerobic Selector Zone Pilot Test – Purchase Of Pilot Test Equipment

“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.”

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

C. Jonathan Dickinson State Park

“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.”

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

D. Executive Director’s Annual Review

“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.”

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

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.  
June 2025 Board Meeting scheduled for June 12, 2025

9. COMMENTS FROM THE BOARD

No Board comments were received.  
Farwell to Clint Yerkes

10. ADJOURNMENT

“That the regular meeting of December 19, 2024 adjourns at 7:49 PM.”  
MOTION: Made by Mr. Yerkes, Seconded by Mr. Baker,  
Passed Unanimously.

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

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

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





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## MEMORANDUM

TO: Governing Board  
FROM: D. Albrey Arrington, Ph.D., Executive Director  
DATE: January 10, 2025  
SUBJECT: Election of Officers

The Governing Board annually conducts an election of officers to fill the five positions described below. Existing officers are shown in parentheses.

**Chairman** (Rockoff): runs the meetings, executes contracts and documents, and sets meeting agendas.

**Vice-Chairman** (Boggie): fills in for the Chairman in his absence and conducts official business as may be delegated by the Chair.

**Treasurer** (Yerkes): signs checks and monitors the budget through review of monthly statements and the audit.

**Secretary** (Baker): keeps the records of the District in proper order and attests formal documents.

**Assistant Secretary/Treasurer** (Rostock): acts in the absence of the Secretary or Treasurer of the Board.

At our meeting this month, Vice-Chairman Boggie will open the floor for nominations. If necessary, an election, by hand count or ballot, may be conducted. Once the new Chairman is elected, he will receive the gavel and conduct the remainder of the meeting.

Suggested motion format:

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

If you have any questions or concerns regarding this procedure, please give me a call.

Kevin L. Baker  
BOARD MEMBER

Gordon M. Boggie  
BOARD MEMBER

Stephen B. Rockoff  
BOARD MEMBER

Dr. Matt H. Rostock  
BOARD MEMBER

Clinton R. Yerkes  
BOARD MEMBER



## Loxahatchee River Watershed Status

### What is PFAS and What is its Significance to the District?

#### January 2025 Governing Board Meeting

This month, District Staff will provide a general discussion explaining what PFAS (per- and polyfluoroalkyl) substances are, where they come from and how they can detrimentally impact the environment and the health/welfare of the public. Staff will also provide the Board with a summary of recent PFAS laboratory analyses performed at the plant.

PFAS substances are a group of synthetic chemicals which are highly persistent in the environment and can accumulate in water, soil, and living organisms. At wastewater treatment plants, PFAS can potentially present significant challenges due to their resistance to conventional treatment processes, such as filtration and chemical breakdown. As a result, these substances pass through the biological and mechanical treatment systems at activated sludge wastewater treatment plants, subsequently entering the environment where they potentially contaminate water supplies and pose long-term health risks. The presence of PFAS in wastewater treatment plants highlights the need for a robust sampling plan, an evaluation of potential removal technologies, and an understanding of the regulatory framework required to manage these harmful chemicals and protect public health and ecosystems.



# LOXAHATCHEE RIVER DISTRICT'S EXECUTIVE DASHBOARD



| Units                              | 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                 |
|                                    | % 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 behind schedule | # Days MFL Violation    | %                           | Fecal Coliform Bacteria (cfu/100ml) |
| <b>Green Level</b>                 | ≥ 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                      |
| <b>Yellow</b>                      | < 90%                   | ≤ 25                           | 1                               | ≤1,500; 0                           | < 8.8                    | 1                 | ≤1875                               | ≥ 2                         | -                             | < \$15,609,500   | ≥ 90%   | ≥ 80%              | ≥ 60%                        | ≤ 60                           | 1                       | min ≥ 10 ‰                  | ≤ 3 sites > 200                     |
| <b>Red</b>                         | <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                     |
| <b>2021 Baseline</b>               | 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                                   |
| <b>2022 Baseline</b>               | 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                                   |
| <b>2023 Baseline</b>               | 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                               | 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%               |                              | 26                             | 0                       | 14.5                        | 1                                   |
|                                    | Dec                     | 841                            | 18                              | 0                                   | 60; 0                    | 6.9               | 1,130                               | 1                           | 0                             | \$ 41,363,495    | 96%   | 101%               | 23                           | 0                              | 31.5                    | 0                           |                                     |
| <b>Consecutive Months at Green</b> | 0                       | 0                              | 2                               | 4                                   | 187                      | 44                | 170                                 | 2                           | 7                             | 183              | 1   | 1                  | 0                            | 2                              | 6                       | 1                           | 3                                   |
| <b>Metric Owner</b>                | O'Neill                 | Pugsley                        | Dean                            | Dean                                | Pugsley                  | Pugsley           | Pugsley                             | Dean                        | Horchar                       | Fraraccio        | Fraraccio   | Fraraccio          | Dean                         | Dean                           | Howard                  | Howard                      | Howard                              |

| Metric                  | Explanation  |
|-------------------------|--|
| People Educated         | This month our total number of visitors to the River Center and participants in our environmental education programs were down significantly. Sadly, this is the worst attendance (percentage wise) we have had since COVID. General admission (i.e., people dropping in to the River Center) was down by about 200 people. We cancelled 3 programs due to lack of signups and 1 due to weather, which reduced our total participant count by 80 people. We are evaluating our programs and outreach efforts to identify proactive actions we can take to correct this downward trend. |
| Grease Interceptors     | 26 out of 146 grease interceptors inspected in December had a grease accumulation that exceeded our target (6-inches). This increase appears to be related to commercial food service establishments failing to increase their grease interceptor pump-out frequency during the holidays, i.e., with increased amounts of customers.   |
| Capital Projects (\$)   | See Kris' new Project Report that communicates a detailed status update for our capital projects.  |
| Capital Projects (time) | This metric has been updated based on Kris' new Project Report, which now includes the average project variance, in days, for all capital projects. Positive values mean, on average, capital projects are late or behind schedule. Negative values would indicate capital projects are, on average, ahead of schedule. The values shown through September 2024 are approximate and reflect the schedule performance for capital projects with a value of \$200,000. The October value, using the new reporting methodology is not readily available.                                  |



# LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

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FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

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## MEMORANDUM

**TO:** Governing Board  
**FROM:** Administration Staff  
**DATE:** January 16, 2025  
**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. Authorization to Execute Reports (Res.2025-01)
- B. Employee Retirement Plan Trustee Designation – to designate Trustee
- C. Governing Board Appointments and Liaisons
- D. Procurement Policy and Procedures – to approve policy updates
- E. R25009/Portable Generator Replacement – to approve Piggy-Back of FSA Cooperative Purchasing Agreement
- F. Clarifier No. 4 Rehabilitation – to approve contract
- G. Fixed Asset Disposal – to approve disposal
- H. Change Order to Current Contract – to approve modifications

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

The following Motion is provided for Board consideration:

**“THAT THE GOVERNING BOARD approve the Consent Agenda of January 16<sup>th</sup>, 2025 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  
BOARD MEMBER

Clinton R. Yerkes  
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](http://loxahatcheeriver.org)

## MEMORANDUM

TO: Governing Board  
FROM: Kara Fraraccio  
DATE: January 10, 2025  
SUBJECT: Approval of Resolution 2025-01

Attached herewith is Resolution 2025-01, authorizing specific signatures for execution of all reports required under the Florida Statutes.

Therefore, I recommend the following motion:

**“THAT THE GOVERNING BOARD** approve Resolution 2025-01 authorizing specific signatures for execution of all reports required under the Florida Statutes.”

**Dr. Matt H. Rostock**  
CHAIRMAN

**Kevin L. Baker**  
BOARD MEMBER

**Gordon M. Boggie**  
BOARD MEMBER

**Stephen B. Rockoff**  
BOARD MEMBER

**Clinton R. Yerkes**  
BOARD MEMBER

**RESOLUTION NO. LRECD 2025-01**

A RESOLUTION OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT AUTHORIZING SPECIFIC SIGNATURES FOR EXECUTION OF ALL REPORTS REQUIRED UNDER THE FLORIDA STATUTES AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED by the Loxahatchee River District Board as follows:

1. The Executive Director (D. Albrey Arrington) and/or Deputy Executive Director (Kris Dean), or their designee, are hereby authorized on behalf of the Loxahatchee River District to execute all permits and reports required under the Florida Statutes and as required by any other rule, statute, law, ordinance or regulation.
2. As relates to financial reports, the Director of Finance and Administration (Kara Fraraccio) is also authorized to sign.
3. As relates to permit-required Reports, sent to the Environmental Protection Agency and the Department of Environmental Protection, the Operations Plant Manager (Jason Pugsley), or his designee, is also authorized to sign.
4. This Resolution shall be effective as of the date of its adoption.

PASSED and ADOPTED at the regular Board Meeting by the Loxahatchee River District Board on January 16, 2025.

Loxahatchee River Environmental Control District

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Gordon M. Boggie, Chairman

Attest:

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Kevin L. Baker, Vice Chairman



# LOXAHATCHEE RIVER DISTRICT

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D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

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

## MEMORANDUM

TO: Governing Board  
FROM: D. Albrey Arrington, Ph.D., Executive Director  
DATE: January 10, 2025  
SUBJECT: Election of Trustee

Loxahatchee River Environmental Control District Money Purchase Plan and Trust, the official name of the District's defined contribution retirement plan, is managed by an Administrative Committee. The Administrative Committee is comprised of the Chairman of the Governing Board (to be determined), the Executive Director (Albrey Arrington), the Director of Finance and Administration (Kara Fraraccio), an Employee Representative (Thomas Ryan), and a Trustee. The Trustee is defined as "a member of the (District's) Governing Board who is elected annually from among the members of the Governing Board."

The Board needs to elect a Board Member to serve as Trustee for 2025. Traditionally, the Trustee role is filled by the Board Treasurer.

Therefore, I recommend the following motion:

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

Kevin L. Baker  
BOARD MEMBER

Gordon M. Boggie  
BOARD MEMBER

Stephen B. Rockoff  
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](http://loxahatcheeriver.org)

## MEMORANDUM

**To:** Governing Board  
**From:** D. Albrey Arrington, Ph.D., Executive Director  
**Date:** January 10, 2025  
**Subject:** Board Appointments and Liaisons

The attached chart shows liaison positions held by Governing Board members. Blue and yellow blocks designate external organizations with which the District interacts, while purple blocks represent internal departments and activities of the District.

I encourage a discussion among Board Members regarding the appointments and liaisons shown in the attached chart. Following your discussion and any potential revisions you may implement; I suggest you enact the following motion:

**“THAT THE GOVERNING BOARD** adopt the chart of Governing Board appointments and liaisons for the 2025 calendar year.”

**Kevin L. Baker**  
BOARD MEMBER

**Gordon M. Boggie**  
BOARD MEMBER

**Stephen B. Rockoff**  
BOARD MEMBER

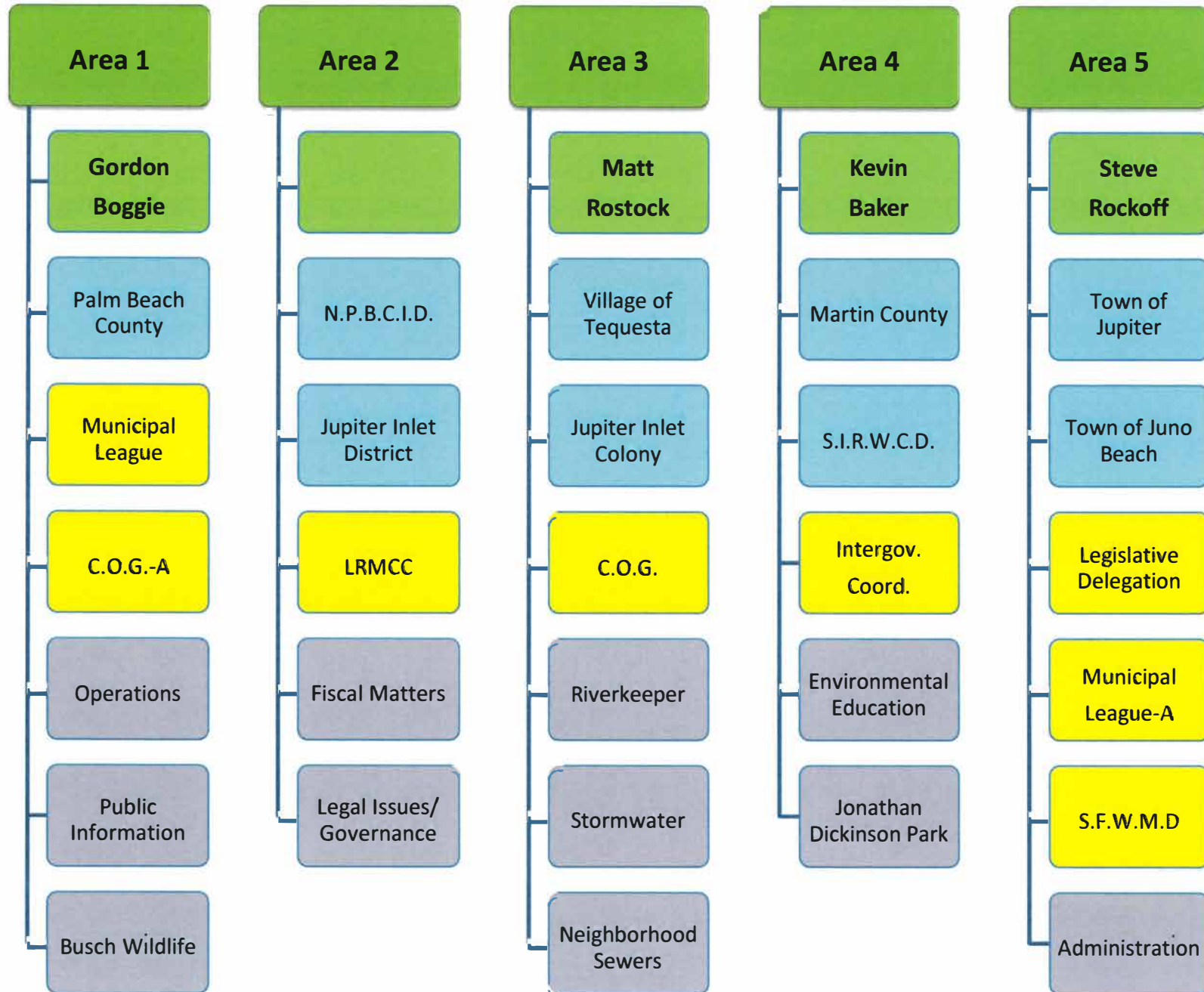
**Dr. Matt H. Rostock**  
BOARD MEMBER

**Clinton R. Yerkes**  
BOARD MEMBER



# GOVERNING BOARD

## APPOINTMENTS & LIAISONS - 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](http://loxahatcheeriver.org)

## MEMORANDUM

**To:** Governing Board  
**Through:** D. Albrey Arrington, Ph.D., Executive Director  
**From:** Kara Fraraccio, Director of Finance and Administration  
**Date:** January 10, 2025  
**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. 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.*

4. 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 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 January 17, 2025, and allow for the next review take place in May 2027.”**

Effective Date: 01/17/2025

~~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 requirement, 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.
- ~~18)~~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
- ~~19)~~20) **Public Sector Bidding Marketplace** – means an online agency for posting bid documents that notifies suppliers of upcoming bids (e.g., DemandStar.com).
- ~~20)~~21) **Purchase Order or PO** – means a legal document authorizing the purchase of and subsequent payment for materials, supplies, equipment, construction, repairs, services, etc.
- ~~21)~~22) **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)~~23) **Purchasing Principal** – means the representative of the District who is authorized to procure materials for the District or his/her designee.
- ~~23)~~24) **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~~25) **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~~26) **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~~27) **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~~28) **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~~29) **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~~30) **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~~31) **Substitution** – means a shipment of an item that materially conforms to the specifications, but is technically different from the item bid.



## **2.0 COMPETITIVE SOLICITATION REQUIREMENTS**

The District will comply with the competitive solicitation requirements of:

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

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

| <b>Competitive Threshold Category</b> | <b>Purchase Dollar Amount(per item)</b> | <b>Process Requirement</b>                   |
|---------------------------------------|---|--|
| Category One                          | \$0 - \$5,000                           | Single Quote or Relevant Pricing Information |
| Category Two                          | \$5,000.01 - 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(11).
- 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(11).

### **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 the respect to price, quality, and service. In order of importance, the following criteria will be used to break a tie:
- a) **Drug Free Work Place** – In accordance with Section 287.087 of the Florida Statutes, a drug-free workplace will be given preference. In order to receive preference, a signed certification of compliance must be submitted with the bid response.
  - b) **Contractor Safety Management Plan** – In accordance with the District’s Contractor Safety Management Policy, the District may give preference to a contractor whose safety qualifications are ranked the highest.
  - c) **Local Preference** – When prices, quality and other considerations are essentially identical, the bidder with a place of business in Martin or Palm Beach County may be given preference.
  - d) **Witnessed 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(11).
- 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.

- 2) 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.

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

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

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

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

## **2.10 CHANGE ORDERS**

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

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

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

## **2.11 RESTRICTIONS ON PURCHASES**

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

Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes or engaged in business operations in Cuba or Syria.

## **2.12 OTHER CONSIDERATIONS**

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

## **2.13 CONDUCT**

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

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

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

regard, the District prohibits the acceptance of gratuities, gifts, or other favors with a monetary value exceeding \$100.00 and/or that might give rise to doubts of impartiality.

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

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

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

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

The District's legal counsel shall review and approve the form of all Category Three Contracts (e.g. contracts greater than \$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 documentations as part of official Contract file.
- 7) Closing out the Contract.

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

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

### **4.0 SUSPENSION OR DEBARMENT**

- 1) Suspension – After consultation with legal counsel, the Purchasing Principal is authorized to suspend a person or entity from consideration for award of contracts if the Purchasing Principal has adequate documented evidence to demonstrate that the person or entity has engaged in any activity that is grounds for suspension or debarment. The suspension period will be for a period not to exceed 12 months from the date of the Purchasing Principal's discovery of the most recent incident giving rise to the suspension.
- 2) Debarment – After reasonable notice to the person or entity involved and reasonable opportunity for that person or entity to be heard by the Purchasing Principal, the Purchasing Principal, after consulting with the legal counsel, is authorized to debar a person or entity for cause from consideration for award of contracts. The debarment will be for a period of not more than five years from the date of the Purchasing Principal's discovery of the most recent incident giving rise to the debarment. Debarment may be as to all contractual opportunities, or may be only as to certain types or sizes of projects or contracts, depending on the cause(s) and severity of the reason(s) for debarment.
- 3) Causes for suspension and debarment include:

- a) Conviction of an officer of the entity for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract, or a civil or criminal final judgment of violation of state or federal whistleblower laws;
  - b) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which affects responsibility as a District contractor;
  - c) Conviction under state or federal statutes arising out of the submission of bids or proposals;
  - d) Refutation of an offer by failure to provide bonds, insurance, or other required certificates within a reasonable time period;
  - e) Refusal to accept a purchase order, agreement, or Contract provided such order was issued timely and in conformance with the offer received;
  - f) Violation of Contract provisions, as set forth below, of a character which is regarded by the Purchasing Principal to be so serious as to justify debarment action;
  - g) Deliberate failure without good cause to perform in accordance with the specifications or budget or within the time limit provided in the Contract;
  - h) A record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more Contracts, provided that such failure to perform or unsatisfactory performance was caused by acts within the control of the contractor;
  - i) A documented history of significant deviation from the Contract specifications, engineering standards, design or material requirements or safety regulations;
  - j) For violation of the Conduct provision set forth in the Procurement Policy;
  - k) For violation of the Restrictions on Purchases provision set forth in the Procurement Policy;
  - l) For violation of the Public Records provision set forth in the Procurement Policy;
  - m) For violation of any applicable ethics standards, including the ethical standards set forth in Chapter 112 of the Florida Statutes, or in relevant grant funding requirements;
  - n) For violation of the District's Contractor Safety Management Policy;
  - o) Any other cause the Purchasing Principal determines to be so serious and compelling as to affect responsibility as a District contractor, including debarment by another governmental entity for any cause listed above or provided for in general law.
- 4) Process for Suspension or Debarment
- a) Notice – The Purchasing Principal shall issue a written decision to debar or suspend, which states the reasons for the action taken, the period that the suspension or debarment shall be in effect, and any right to administrative review.
  - b) Reinstatement – After suspension or debarment, a person or entity may not contract with the District until reinstated by the Purchasing Principal or by the administrative review process. The person or entity must supply information and reasonable documentation indicating that the conditions causing the suspension or debarment have been rectified. As a

condition of reinstatement, the Purchasing Principal may limit the nature and scope of contractual undertakings that must be satisfactorily completed before seeking additional contracts from the District. The reinstatement determination must be in writing and inform the person or entity of any conditions of reinstatement of any rights to administrative or judicial review and be sent via certified mail to the suspended, debarred, or reinstated person or entity.

- c) Final Decision – A decision to suspend or debar will be a final and conclusive decision unless within ten (10) calendar days of the decision, the debarred or suspended person or entity files a written notice of appeal to the Executive Director. The written notice of appeal to the Executive Director must state with particularity the facts and law upon which the appeal is based. The written notice of appeal to the Executive Director shall be printed or typewritten and contain:
- i. The name and address of the person or firm filing the appeal;
  - ii. A statement of how and when the notice of District decision or intended decision was received;
  - iii. A statement of all issues of disputed material fact, and if there are none, a statement so indicating;
  - iv. A concise statement of the ultimate facts alleged;
  - v. A statement of the applicable law, rule, statute, or other authority upon which the appeal is based and which entitle the appellant to relief;
  - vi. A specific demand for relief; and
  - vii. Any other information material to the appeal.

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

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

## **5.0 PUBLIC RECORDS**

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

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

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

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

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

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

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

#### **7.0 PURCHASING AUTHORIZATION LEVELS**

The purchase process is controlled by two components: (1) established policy dollar amounts (see Section 2.0) and (2) procurement method and approval authority. Purchase approval authority thresholds apply to established level of approving authority (e.g. Department Director, Purchasing Principal, Executive Director, or Governing Board). The originating department is responsible for completely and accurately preparing a Purchase Requisition. The Purchasing Department will generate a purchase order once the Purchase Requisition has been approved by the appropriate Department Director or their designee. In



instances where one department has been assigned responsibility for a specific area of purchase for the entire organization, such as telecommunication services (Information Services) or vehicle repairs and maintenance (Engineering), the requirement that the affected officers must authorize the Purchase Order shall not apply.

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

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

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

\*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)



## Item 5E

R25009/Portable Generator Replacement – to approve Piggy-Back of FSA  
Cooperative Purchasing Agreement  
– will be presented at the February board meeting





# LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

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

## MEMORANDUM

TO: D. ALBREY ARRINGTON, Ph.D., Executive Director  
FROM: JASON A. PUGSLEY, P.E., Operations – Plant Manager  
DATE: JANUARY 10, 2025  
SUBJECT: CLARIFIER No. 4 REHABILITATION CONTRACT

This project provides for the rehabilitation and repair of specific mechanical systems and components within an existing 100-ft diameter pre-stressed concrete secondary clarifier unit at the Loxahatchee River District Wastewater Treatment Facility (WWTF). The proposed scope of work is based on the findings documented in the condition assessment report, dated May 6, 2024 prepared by Baxter and Woodman, Inc. (B&W). The scope of work will generally include the rebuild of the drive unit as well as the replacement of the sludge collection box seal assembly, sludge rake blade squeegees and surface scum wipers.

Staff intends to award a contract for the rehabilitation of Clarifier No. 4 to Ovivo USA, LLC, the sole source manufacturer and exclusive distributor of all EIMCO Water Technologies and Equipment, the original manufacturer of the clarifier drive and mechanism.

Staff recommend the following motion:

**“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute a purchase order to Ovivo USA, LLC in the amount of \$220,260.00 and a 10% contingency in the amount of \$22,026.00. Board authorization is contingent upon Ovivo USA, LLC deleting language within their standard Terms & Conditions requiring the District to indemnify Ovivo, under any circumstance.”**

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 WWTP JUPITER, FL**

### **PREPARED FOR**

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Loxahatchee River District

### **AREA REPRESENTATIVE**

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TSC Jacobs  
Duggan Jacobs  
[DJacobs@tscjacobs.com](mailto:DJacobs@tscjacobs.com)

### **NOTES**

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Rev B, Added second mobilization.

**Pricing is only valid through the Expiration Date listed in this proposal. Ovivo will not accept purchase orders for this proposal past that date without reviewing pricing and delivery of items proposed.**

### **PREPARED BY**

Bill Stewart  
Phone (801) 931-3000  
Fax (801) 931-3080  
[bill.stewart@ovivowater.com](mailto:bill.stewart@ovivowater.com)

Ovivo USA, LLC  
4246 Riverboat Road – Suite 300  
Salt Lake City, Utah 84123-2583

**DATE:** January 6, 2025

**TO:** Loxahatchee River District

Ovivo USA, LLC is pleased to submit a proposal for the following equipment (the “Products”) on the project indicated above (the “Project”). This proposal, either in its original form or in its “as sold” format, constitutes Ovivo’s contractual offer of goods and services in connection with the Project. Please contact Ovivo’s sales representative in your area for any questions or comments you may have in connection with this proposal. The address is:

TSC Jacobs  
 11021 Countryway Blvd.  
 Tampa, FL 33626

Attention: Duggan Jacobs  
 Telephone: 813-888-5556  
 Mobile: 727-278-4973  
 Email: DJacobs@tscjacobs.com

**PRICING**

**Pricing Expiration Date: February 7, 2025.**

| ITEM | SPECIFICATION SECTION | EQUIPMENT  | ESTIMATED SHIP DATE* | PRICE               |
|------|-----------------------|--|----------------------|---------------------|
| I    | n/a                   | One Clarifier replacement components including installation services | *                    | <u>\$220,260.00</u> |

**DELIVERY \***

Ovivo intends to ship all products sixteen (16) to eighteen (18) weeks after receipt of approved purchase order from purchaser.

Lead time for installation is estimated at one (1) week after mobilization.

## GENERAL NOTES

The dates of drawing submission and shipment of the Products represent Ovivo's best estimate, but is not guaranteed, and Ovivo shall not be liable for any damages due to late delivery, including but not limited to liquidated damages. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in this proposal. If such delivery is prevented or postponed by reason of Force Majeure, as defined in Ovivo's standard terms and conditions of sale, Ovivo shall be entitled at its option to tender delivery to Purchaser at the point or points of manufacture, and in default of Purchaser's acceptance of delivery, to cause the Products to be stored at such a point or points of manufacture at Purchaser's expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this proposal. If shipment is postponed at request of Purchaser, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from Ovivo that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by Ovivo with respect to the Products shall be for the account of Purchaser and shall be paid by Purchaser when invoiced.

## CORONAVIRUS ADVISORY

The coronavirus situation may cause disruptions in our normal business practices, capacity, and supply chain. Any schedule statements made by Ovivo at this time are our best estimate and subject to change. Design will begin upon order acceptance; sourcing, manufacturing and fabrication will not begin until the formal submittal package is approved by owner and/or contractor.

## BUY AMERICAN REQUIREMENTS

The Infrastructure Investment and Jobs Act signed into law on November 15, 2021, includes substantive changes to Buy America requirements compared to those specified in the preceding American Iron and Steel Act. While Ovivo fabricates and procures the vast majority of steel domestically for our equipment for the United States market, there are certain components that are either unavailable domestically or impractical to procure domestically through long-established supply chains, while meeting other project specifications, internal requirements, and project schedules. This challenge is further exacerbated by supply chain and labor shortages in pandemic and post pandemic times. As with previous legislation, we are awaiting any additional guidance from the US Environmental Protection Agency or other Agencies for further clarification relating to current Buy America requirements. As of now, the industry at large is unable to ascertain the parameters of the Buy America requirement. Thus, Ovivo cannot make any guarantee that its scope of supply will be in compliance with any Buy America requirements under the Infrastructure Investment and Jobs Act. Accordingly, any offer for sale, proposal, or budgetary quote/estimate submitted by or on behalf of Ovivo should not be construed as meeting such Buy America requirements unless explicitly stated otherwise.

## PROJECT SUMMARY:

Ovivo USA, LLC is pleased to offer the following proposal to provide one (1) rebuilt C40LT type rake drive and replacement components. Original Ovivo order number is EWT0118-01, supplied is 2005.

Clarifier No: 4.

### Item I - Clarifier Replacement Components

#### ➤ **(1) C40LT Drive Unit Rebuild**

##### **Disassembly and Inspection**

- Completely disassemble drive into individual parts and components
- Steam clean and inventory all parts

##### **Standard Rebuild**

- Blast clean bases, main gear, housings, covers, and end cap. Machined surfaces are protected or are not blasted
- Replace all wear items i.e. bearings, bearing strip liners, bearing balls, seals, gaskets, keys, retaining rings, grease fittings, gauges, piping, and fasteners
- Deburr and hand dress teeth of gearing, pinions, worm gear assemblies, worms, shafts
- Polish all shafts
- Ovivo paint scheme - (2) coats of Tnemec N69F epoxy @ 6-8 mils DFT (sky blue color)
  - Top coated with (1) coat of Tnemec 73 Endura Shield urethane @ 2-3 mils DFT
  - Topcoat is highly resistant to abrasion, wet conditions, corrosive fumes, chemical contact, and weathering
- Replace drive control torque indication device
- Replace motor drive pkg.
  - sprockets, chain, and galvanized chain guard

##### **Note: Existing input gearmotor (1 1/2 hp) will be reused.**

- One (1) year mechanical warranty for new components only - 12 months from initial operation, not to exceed 18 months from delivery.

##### **Non-Standard Rebuild items – NOT included**

- Submittals
- Drive unit load/off-load from truck
- Lubricants or drive unit oil
- Disposal of any old lubricants/fluids
- Replacement of gears, pinions or housings if required
- O & M manual

- Sludge collection box seal assembly.
- Rake blade squeegees, 304 stainless steel, complete set including assembly hardware.
- Skimming wipers (neoprene), including back-up bars and assembly hardware.
- Assembly hardware, 316 type stainless steel.
- Assembly instruction.
- Engineering.
- FCA freight.
- One (1) year mechanical warranty for new components only - 12 months from initial operation, not to exceed 18 months from delivery. Ovivo is not providing any sort to guarantee or warranty regarding process or performance as part of this proposal.

### **Items NOT Included**

- Electrical disconnect/installation or alteration of existing electrical supply.
- Equipment off load from delivery truck.
- Any clarifier components not expressly listed in this proposal.
- See general items not included.

### **INSTALLATION SERVICES**

- Florida State licensed General Contractor.
- Two (2) Mobilizations and Demobilizations.
- Service truck, crane, mats, and related equipment.
- Blocking, supporting, and securing existing rotating equipment.
- Removal and installation of rebuild drive assembly.
- Removal of existing and installation of new sludge collection box seal assembly, rake blade squeegees and skimming wipers.
- Leveling and adjustment of mechanism.
- Rotate clarifier mechanism (2) complete rotations to confirm clearance.
- Disposal of replaced equipment.
- 10 hours per day.

### **ITEMS NOT INCLUDED (But not limited to the following):**

- Any bonds and/or permits, including but not limited to building permits.
- Dewatering, draining, or cleaning of tank prior to start of installation.
- Removal and/or disposal of any plant waste.
- Electrical disconnect/installation or alteration of existing electrical supply.
- Junction boxes, wiring, conduit, circuit breakers, etc.
- Finish or touch up painting.
- Lubricants or drive unit oil.
- Disposal of any old lubrications/fluids.
- Removal of old debris.
- Overtime work hours.
- Any clarifier components not expressly listed in this proposal.
- See general items not included.



**FIELD SERVICE:**

Our proposal includes the service of a qualified service engineer for the following:

- One (1) Day / One (1) Trip at the site to confirm operation of skimming device. This surface to be performed by Ovivo authorized installation.

**DELAYS IN CONSTRUCTION:**

Prior to mobilization, the Owner is to confirm that the work area is ready for our crew's mobilization. Tank must be cleaned, free of plant waste and standing water, and must remain in this condition throughout construction. (Pumps, piping, valving, gates, stop blocks, etc. –whether permanent or temporary - are not the responsibility of Ovivo.)

If applicable, the electrical supply must be disconnected. Also, if applicable, arrangements must be made for reconnection of electrical supply within 1 working day of notice by Ovivo.

Failure to have the construction area ready prior to our arrival will result in rescheduling of equipment installation and any financial costs incurred due to delays. Please note that our crews are frequently booked weeks in advance, and rescheduling to best meet the Owner's needs may not be possible.

**ADDITIONAL FIELD SERVICE**

When included and noted in the Product pricing of each proposal item, Ovivo will supply the service of a competent field representative to inspect the completed installation and adjustment of equipment, supervise initial operation, and instruct Owner's personnel in the operation and maintenance of each proposal item for the number of eight (8) hour days. Notwithstanding Ovivo's performance of the above-referenced services, Ovivo shall not be held liable for any faulty workmanship or other defects in the Products' installation, or for other goods and/or services, performed by third parties unless such goods and/or services are expressly included under Ovivo's scope of work.

If additional service is required, it will be furnished to the Purchaser and billed to him at the current rate for each additional day required, plus travel and lodging expenses incurred by the service personnel during the additional service days.

It shall be the Purchaser's responsibility to provide for all necessary lubrication of all equipment prior to placing equipment in operation. All equipment must be in operating condition and ready for the Field Service Engineer when called to the project location. Should the Purchaser/Owner not be ready when the Field Service Engineer is requested or if additional service is requested, the Ovivo current service rates will apply for each additional day required, plus travel and lodging expenses incurred by the service personnel during the additional service days.

## SURFACE PREPARATION AND PAINTING GENERAL INFORMATION

If painting the Products is included under Ovivo's scope of work, such Products shall be painted in accordance with Ovivo's standard practice. Shop primer paint is intended to serve only as minimal protective finish. Ovivo will not be responsible for condition of primed or finished painted surfaces after equipment leaves its shops. Purchasers are invited to inspect painting in our shops for proper preparation and application prior to shipment. Ovivo assumes no responsibility for field service preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism erection.

Clarifier motors, gear motors and center drives shall be cleaned and painted with manufacturer's standard primer paint only.

It is our intention to ship major steel components as soon as fabricated, often before drives, motors and other manufactured components. Unless you can insure that shop primed steel shall be field painted within thirty (30) days after arrival at the jobsite, we encourage you to purchase these components in the bare metal (no surface prep or primer) condition.

Ovivo cannot accept responsibility for rusting or deterioration of shop applied prime coatings on delivered equipment if the primed surfaces have not been field painted within thirty (30) days of arrival at the jobsite using manufacturers' standard primers. Other primers may have less durability.

## ADDITIONAL PRICING AND DELIVERY TERMS

The price and delivery validity of this proposal is contingent upon ALL of the following milestones being met:

1. Ovivo (a) receives a binding purchase order with written acceptance of this proposal agreeing to the terms of this proposal in its entirety and Ovivo acknowledges receipt to Purchaser or (b) a fully executed contract signed by both Ovivo and Purchaser occurs no later than the expiration date of this proposal or in accordance with the DELIVERY section of this proposal. Letters of Intent are not a means to comply with this requirement.
2. Ovivo receives approval by Purchaser to release for fabrication all equipment no later than the specified weeks/timeframe listed in the DELIVERY section of this proposal from the acknowledgement date of the binding purchase order (1(a) above) or date of signed contract (1(b) above). Ovivo will only release engineering submittals and materials / labor for fabrication with a binding, acknowledged purchase order or fully executed Contract.
3. Ovivo receives written approval to deliver equipment to the destination per the Contract no later than the specified weeks/timeframe listed in the DELIVERY section of this proposal from the acknowledgement date of the binding purchase order (1(a) above) or date of signed

contract (1(b) above). If Purchaser is not ready to receive the equipment, then Purchaser shall provide storage in accordance with Ovivo’s instructions for storage of equipment. All costs to consolidate, store, and maintain equipment during storage will be borne solely by Purchaser. Ovivo may require Purchaser to buy an extended warranty as a result of this storage requirement.

In the event the aforementioned milestones cannot be met, prices and delivery schedules will be subject to review and adjustment as follows.

- A. Should submittal approval and Purchaser’s release for fabrication be extended beyond those listed in the DELIVERY section, escalation costs shall be added to the proposal or contract price and shall be paid by Purchaser. Any such labor, material and transportation/shipping price increases paid by Purchaser shall be based on an industry-standard pricing measure or index for that particular labor, material, or transportation/shipping that accurately represents the market increase, or, at Ovivo’s reasonable discretion, actual increases incurred by Ovivo. The resulting cost and schedule impact shall be disclosed to the Purchaser prior to fabrication.
- B. Should Purchaser-requested shipment dates/timeframes be extended beyond those listed in the DELIVERY section, Ovivo reserves the right to charge Purchaser all appropriate costs incurred up to date of such event, which may include, but is not limited to, further escalation costs, storage costs, costs associated with cessation and/or resumption of work, extended warranty costs, and partial or full payment for completion of milestones.

Prices quoted are FCA surface point of shipment, with freight included to an accessible point nearest the jobsite. Federal, state or local sales, use or other taxes are not included in the sales price.

Any additional duties and tariffs invoked after the date of its proposal will be added to the total proposed price.

**PAYMENT TERMS**

Payment terms are as follows:

|                                     |      |
|-------------------------------------|------|
| Completion of installation services | 100% |
|-------------------------------------|------|

<sup>1</sup>This milestone will only be invoiced if delays from Purchaser or due to parties other than Ovivo occur. Additional storage and other terms may apply per paragraphs below.

Invoice will be billed at **100%** of the work complete in accordance with the schedules above. No more than 5% retention shall be withheld from each invoice. The final 5% (Retention) shall be invoiced at Substantial Completion of Ovivo’s Scope, which may be different that Substantial Completion of the overall project, not to exceed **sixty (60) days** from equipment delivery of the Major Item.

Purchaser shall remit payment for proper invoices received from Ovivo in accordance with the payment terms stated above even if the Purchaser has not been paid by the Purchaser's customer (the "Owner"), if Purchaser is not the end-user of the Products. Payments are due within thirty (30) days after Purchaser's receipt of invoice. Overdue and unpaid invoices are subject to a service charge of 2% per month until paid.

Credit is subject to acceptance by Ovivo's Credit Department.

## TAXES

Federal, State or local sales, use or other taxes are not included in the sales price. Such taxes, if applicable, shall be for Purchaser's account.

## BONDS

Any performance and/or payment bond agreed to be provided by Ovivo will extend to supply of equipment and services for a period not to exceed the first twenty-four (24) months of the service or warranty period, and for a value not to exceed the total price of this Proposal.

## BACKCHARGES

In no event shall Purchaser/Owner do or cause to be done any work, purchase any services or material or incur any expense for the account of Ovivo, nor shall Ovivo be responsible for such work or expenses, until after Purchaser/Owner has provided Ovivo's PROJECT MANAGER full details (including estimate of material cost and amount and rate of labor required) of the work, services, material or expenses, and Ovivo has approved the same in writing. Ovivo will not accept Products returned by Purchaser/Owner unless Ovivo has previously accepted the return in writing and provided Purchaser/Owner with shipping instructions.

### **\*\*PURCHASE ORDER SUBMISSION\*\***

In an effort to ensure all purchase orders are processed timely and efficiently, please submit all purchase order documentation to the following department and address. If customer sends PO by mail, Customer shall also notify Ovivo electronically.

Ovivo USA, LLC  
4246 Riverboat Road, Suite 300  
Salt Lake City, Utah 84123

Attn: Bill Stewart  
Tel. #: 801-931-3000  
Email: bill.stewart@ovivowater.com

## GENERAL ITEMS NOT INCLUDED

Unless specifically and expressly included above, prices quoted by Ovivo do not include unloading, hauling, erection, installation, piping, valves, fittings, stairways, ladders, walkways, grating, wall spools, concrete, grout, sealant, dissimilar metal protection, oakum, mastic, field painting, oil or grease, electrical controls, wiring, mounting hardware, welding, weld rod, shims, leveling plates, protection against corrosion due to unprotected storage, special engineering, or overall plant or system operating instructions or any other products or services.

Performance and payment security, including but not limited to bonds, letters of credit, or bank guarantees, are not included, but can be provided if purchased for an additional cost.

## MANUALS

The content of any and all installation, operation and maintenance or other manuals or documents pertaining to the Products are copyrighted and shall not be modified without the express prior written consent of Ovivo. Ovivo disclaims any liability for claims resulting from unauthorized modifications to any such manuals or other documents provided by Ovivo in connection with the Project.

## WARRANTY AND CONDITIONS

Ovivo standard Terms and Conditions of Sale is attached and made an essential part of this proposal. These terms and conditions are an integral part of Ovivo's offer of Products and related services and replace and supersede any terms and conditions or warranty included in Purchaser or Owner requests for quotation or specifications and cannot be changed without written approval from an authorized representative of Ovivo.

## PERFORMANCE WARRANTY DISCLAIMER

The performance of the Products is dependent upon many factors, including, but not limited to, the influent or feed quality and quantity, additives required, time, temperature, rates of change, sizing criteria used, operating conditions, etc. Therefore, Ovivo cannot assume any liability or responsibility for performance or process results that Purchaser is expecting or has predicted. No verbal or written information or advice given by any personnel of the Ovivo shall create a warranty or in any way increase the scope of the warranties.

THE PARTIES AGREE THAT OTHER THAN ITS MECHANICAL WARRANTY SET FORTH IN THIS PROPOSAL, OR ANY PERFORMANCE WARRANTY SET FORTH ON OVIVO'S STANDARD, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY PROCESS OR PERFORMANCE RELATED WARRANTIES OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.

## CONFIDENTIALITY

This document is not to be reproduced or submitted to any third party without the written consent of Ovivo.

This document contains, or Ovivo may have previously disclosed to Purchaser, certain technical and business information of Ovivo and/or Ovivo's affiliated entities, including certain copyrighted material, which is considered to be confidential. Such information, hereinafter referred to individually and collectively as the "Information", may include, without limitation, ideas, concepts, development plans for new or improved products or processes, data, formulae, techniques, flow sheets, designs, sketches, know-how, photographs, plans, drawings (regardless of what name, if any, is stated on the title block), specifications, samples, test specimens, reports, customer lists, price lists, findings, studies, computer programs and technical documentation, trade secrets, diagrams, and inventions, notes, and all information pertaining thereto and/or developed there from. This Information is disclosed in good faith solely for the purposes of our proposal, and in addition on the understanding that its confidentiality will be properly maintained and safeguarded.

Neither this proposal, the Information nor any part thereof may be copied, reproduced or used for any purpose other than that for which it is disclosed by Ovivo. Except as reasonably necessary for the evaluation of this proposal, no part thereof may be disclosed to any other person, without Ovivo's prior consent in writing.

Ovivo will retain the rights to any intellectual property rights ("IPR") related to the Products. Ovivo will grant a non-exclusive royalty free license to use the IPR for the sole purposes of operating and maintaining the equipment supplied by Ovivo.

The duties, obligations, restrictions, and responsibilities described hereinabove shall apply to the Purchaser, their agents, affiliates, and all related parties regardless of whether any transaction occurs between Ovivo and Purchaser, and shall survive termination, cancellation, and expiration of any transaction between Ovivo and Purchaser.

In the event of a breach of the terms herein, Ovivo maintains the right to seek any and all remedies and damages available to it, including but not limited to the amount, including interest, by which Purchaser profited from the breach, any gains made by Purchaser or any third party who received Information from Purchaser, compensation for all Ovivo loss or injury, and the value of Ovivo's expectation created by the promise of Purchaser. The parties agree Ovivo would suffer irreparable harm in the event of any breach of these terms, and therefore Ovivo shall be entitled to any and all injunctive relief available.

As an equipment supplier, Ovivo's scope of responsibility is limited to the equipment that it supplies and its ability to meet the agreed upon project specifications. Unless expressly stated in its proposal document, Ovivo is not responsible for a treatment plant's process performance, engineering decisions in relation to the plant's construction or operation nor the appropriateness or compatibility of Ovivo's equipment within such plant.

## TERMS AND CONDITIONS OF SALE

**1. ACCEPTANCE.** The proposal of **Ovivo USA, LLC** ("SELLER"), as well as these terms and conditions of sale (collectively the "Agreement"), constitutes SELLER's contractual offer of goods and associated services, and PURCHASER's acceptance of this offer is expressly limited to the terms of the Agreement. The scope and terms and conditions of this Agreement represent the entire offer by SELLER and supersede all other solicitations, discussions, agreements, understandings and representations between the parties. Any scope or terms and conditions included in PURCHASER's acceptance/purchase order that are in addition to or different from this Agreement are hereby rejected.

**2. DELIVERY.** Any statements relating to the date of shipment of the Products (as defined below) represent SELLER's best estimate, but is not guaranteed, and SELLER shall not be liable for any damages due to late delivery. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in SELLER's proposal. If such delivery is prevented or postponed by reason of Force Majeure (as defined below), SELLER shall be entitled at its option to tender delivery to PURCHASER at the point or points of manufacture, and in default of PURCHASER's acceptance of delivery to cause the Products to be stored at such a point or points of manufacture at PURCHASER's expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this agreement. If shipment is postponed at request of PURCHASER, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from SELLER that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by SELLER with respect to the Products shall be for the account of PURCHASER and shall be paid by PURCHASER when invoiced. Delivery by SELLER of the Products shall constitute acceptance of the Products by PURCHASER, unless written notice of defect or nonconformity is received by SELLER within thirty (30) days of SELLER's delivery of the Products.

**3. TITLE AND RISK OF LOSS.** SELLER shall retain the fullest right, title, and interest in the Products to the extent permitted by applicable law, including a security interest in the Products, until the full purchase price has been paid to SELLER. The giving and accepting of drafts, notes and/or trade acceptances to evidence the payments due shall not constitute or be construed as payment so as to pass SELLER's interests until said drafts, notes and/or trade acceptances are paid in full. Risk of loss shall pass to PURCHASER at the delivery point.

**4. PAYMENT TERMS.** SELLER reserves the right to ship the Products and be paid for such on a pro rata basis, as shipped. If payments are not made by the due date, interest at a rate of two percent (2%) per month, calculated daily, shall apply from the due date for payment. PURCHASER is liable to pay SELLER's legal fees and all other expenses in respect of enforcing or attempting to enforce any of SELLER's rights relating to a breach or threatened breach of the payment terms by PURCHASER. In the event of nonpayment SELLER reserves the further right to seek compensation from any third party in possession of the Products.

**5. TAXES.** Unless otherwise specifically provided in SELLER's quotation/proposal, PURCHASER shall pay and/or reimburse SELLER, in addition to the price, for all sales, use and other taxes, excises and charges which SELLER may pay or be required to pay to any government directly or indirectly in connection with the production, sale, transportation, and/or use by SELLER or PURCHASER, of any of the Products or services dealt with herein (whether the same may be regarded as personal or real property). PURCHASER agrees to pay all property and other taxes which may be levied, assessed or charged against or upon any of the Products on or after the date of actual shipment, or placing into storage for PURCHASER's account.

**6. MECHANICAL WARRANTY.** Solely for the benefit of PURCHASER, SELLER warrants that new equipment and parts manufactured by it and provided to PURCHASER (collectively, "Products") shall be free from defects in material and workmanship. The warranty period shall be twelve (12) months from startup of the equipment not to exceed eighteen (18) months from the earliest of the notice of readiness to ship or the actual shipment. If any of SELLER's Products fail to comply with the foregoing warranty, SELLER shall repair or replace free of charge to PURCHASER, EX WORKS SELLER'S FACTORIES or other location that SELLER designates, any Product or parts thereof returned to SELLER, which examination shall show to have failed under normal use and service operation by PURCHASER within the Warranty Period; provided, that if it would be impracticable for the Product or part thereof to be returned to SELLER, SELLER will send a representative to PURCHASER's job site to inspect the Product. If it is determined after inspection that SELLER is liable under this warranty to repair or replace the Product or part thereof, SELLER shall bear the transportation costs of (a) returning the Product to SELLER for inspection or sending its representative to the job site and (b) returning the repaired or replaced Products to PURCHASER; however, if it is determined after inspection that SELLER is not liable under this warranty, PURCHASER shall pay those costs. For SELLER to be liable with respect to this warranty, PURCHASER must make its claims to SELLER with respect to this warranty in writing no later than thirty (30) days after the date PURCHASER discovers the basis for its warranty claim and in no event more than thirty (30) days after the expiration of the Warranty Period. In addition to any other limitation or disclaimer with respect to this warranty, SELLER shall have no liability with respect to any of the following: (i) failure of the Products, or damages to them, due to PURCHASER's negligence or willful misconduct, abuse or improper storage, installation, application or maintenance (as specified in any manuals or written instructions that SELLER provides to the PURCHASER); (ii) any Products that have been altered or repaired in any way without SELLER's prior written authorization; (iii) the costs of dismantling and reinstallation of the Products; (iv) any Products damaged while in transit or otherwise by accident; (v) decomposition of Products by chemical action, erosion or corrosion or wear to Products or due to conditions of temperature, moisture and dirt; or (vi) claims with respect to parts that are consumable and normally replaced during maintenance such as filter media, filter drainage belts and the like, except where such parts are not performing to SELLER's estimate of normal service life, in which case, SELLER shall only be liable for the pro rata cost of replacement of those parts based on SELLER's estimate of what the remaining service life of those parts should have been; provided, that failure of those parts did not result from any of the matters listed in clauses (i) through (v) above. With regard to third-party parts, equipment, accessories or components not of SELLER's design, SELLER's liability shall be limited solely to the assignment of available third-party warranties. **THE PARTIES AGREE THAT ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.** All warranties and obligations of SELLER shall terminate if PURCHASER fails to perform its obligations under this Agreement including but not limited to any failure to pay any charges due to SELLER. SELLER's quoted price for the Products is based upon this warranty. Any increase in warranty obligation may be subject to an increase in price.

**7. CONFIDENTIAL AND PROPRIETARY INFORMATION.** All nonpublic or proprietary information and data furnished to PURCHASER hereunder, including but not limited to price, size, type, design and other technical or business information relating to the Products is the sole property of SELLER and submitted for PURCHASER's own confidential use solely in connection with this Agreement and is not to be made known or available to any third party without SELLER's prior written consent.

**8. SURFACE COATING.** Any Product coating provided by SELLER shall be in accordance with SELLER's standard practice, unless otherwise specified in writing.

**9. DRAWINGS AND TECHNICAL DOCUMENTATION.** When PURCHASER requests to approve drawings before commencement of manufacture, shipment may be delayed if approved drawings are not returned to SELLER within fourteen (14) days of receipt by PURCHASER of such drawings for approval. SELLER will furnish only general arrangement, general assembly, and if required, wiring diagrams, erection drawings, installation and operation-maintenance manuals for SELLER's equipment (in English language). SELLER will supply six (6) complete sets of drawings and operating instructions. Additional sets will be paid for by PURCHASER. Electronic files, if requested from SELLER, will be provided in pdf, jpg or tif format only.

**10. SET OFF.** This Agreement shall be completely independent of all other contracts between the parties and all payments due to SELLER hereunder shall be paid when due and shall not be setoff or applied against any money due or claimed to be due from SELLER to PURCHASER on account of any other transaction or claim.

**11. SOFTWARE.** PURCHASER shall have a nonexclusive and nontransferable license to use any information processing program supplied by SELLER with the Products. PURCHASER acknowledges that such programs and the information contained therein is Confidential Information and agrees: a) not to copy or duplicate the program except for archival or security purposes; b) not to use the program on any computer other than the computer with which it is supplied; and c) to limit access to the program to those of its employees who are necessary to permit authorized use of the program. PURCHASER agrees to execute and be bound by the terms of any software license applicable to the Products supplied.

**12. PATENT INDEMNITY.** SELLER will defend at its own expense any suit instituted against PURCHASER based upon claims that SELLER's Product hereunder in and of itself constitutes an infringement of any valid apparatus claims of any United States patent issued and existing as of the date of this Agreement, if notified promptly in writing and given all information, assistance, and sole authority to defend and settle the same, and SELLER shall indemnify the PURCHASER against such claims of infringement. Furthermore, in case the use of the Products is enjoined in such suit or in case SELLER otherwise deems it advisable, SELLER shall, at its own expense and discretion, (a) procure for the PURCHASER the right to continue using the Products, (b) replace the same with non-infringing Products, (c) modify the Product so it becomes non-infringing, or (d) remove the Products and refund the purchase price less freight charges and depreciation. SELLER shall not be liable for, and **PURCHASER shall indemnify SELLER for, any claim of infringement related to (a) the use of the Products for any purpose other than that for which it was furnished by SELLER, (b) compliance with equipment designs not furnished by SELLER or (c) use of the Products in combination with any other equipment.** The foregoing states the sole liability of SELLER for patent infringement with respect to the Products

**13. GENERAL INDEMNITY.** Subject to the limitations of liabilities of the parties set forth in this Agreement, each party shall protect and indemnify the other party, its parent and their respective officers, directors, employees and agents, from and against all claims, demands and causes of action asserted by, or in favor of, any entity to the extent of the indemnifying party's negligence or willful misconduct in connection with the performance of this agreement.

**14. DEFAULT, TERMINATION.** In the event that PURCHASER becomes insolvent, commits an act of bankruptcy or defaults in the performance of any term or condition of this Agreement, the entire unpaid portion of the purchase price shall, without notice or demand, become immediately due and payable. SELLER at its option, without notice or demand, shall be entitled to sue for said balance and for reasonable legal fees, plus out-of-pocket expenses and interest; and/or to enter any place where the Products are located and to take immediate possession of and remove the Products, with or without legal process; and/or retain all payments made as compensation for the use of the Products; and/or resell the Products, without notice or demand, for and on behalf of the PURCHASER, and to apply the net proceeds from such sale (after deduction from the sale price of all expenses of such sale and all expenses of retaking possession, repairs necessary to put the Products in saleable condition, storage charges, taxes, liens, collection and legal fees and all other expenses in connection therewith) to the balance then due to SELLER for the Products and to

receive from the PURCHASER the deficiency between such net proceeds of sale and such balance. PURCHASER hereby waives all trespass, damage and claims resulting from any such entry, repossession, removal, retention, repair, alteration and sale. The remedies provided in this paragraph are in addition to and not limitations of any other rights of SELLER.

**15. CANCELLATION.** PURCHASER may terminate this Agreement for convenience upon giving SELLER thirty (30) days prior written notice of such fact and paying SELLER for all costs and expenses (including overhead) incurred by it in performing its work and closing out the same plus a reasonable profit thereon. All such costs and expenses shall be paid to SELLER within ten (10) days of the termination of the Agreement, or be subject to an additional late payment penalty of five percent (5%) of the total amount of costs and expenses owed.

**16. REMEDIES.** The rights and remedies of the PURCHASER in connection with the goods and services provided by SELLER hereunder are exclusive and limited to the rights and remedies expressly stated in this Agreement.

**17. INSPECTION.** PURCHASER is entitled to make reasonable inspection of Products at SELLER's facility. SELLER reserves the right to determine the reasonableness of the request and to select an appropriate time for such inspection. All costs of inspections not expressly included as an itemized part of the quoted price of the Products in this Agreement shall be paid by PURCHASER.

**18. WAIVER.** Any failure by SELLER to enforce PURCHASER's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

**19. COMPLIANCE WITH LAWS.** If applicable laws, ordinances, regulations or conditions require anything different from, or in addition to that called for by this Agreement, SELLER will satisfy such requirements at PURCHASER'S written request and expense.

**20. FORCE MAJEURE.** If SELLER is rendered unable, wholly or in material part, directly or indirectly, by reason of Force Majeure, to carry out any of its obligations hereunder, then on SELLER's notice in writing to PURCHASER within a reasonable time after the occurrence of the cause relied upon, such obligations shall be suspended. "Force Majeure" shall include, but not be limited to, acts of God, epidemics and pandemics, acts of or delays caused by governmental authorities, changes in laws and regulations, strikes, civil disobedience or unrest, lightning, fire, flood, washout, storm, communication lines failure, delays of the PURCHASER or PURCHASER'S subcontractors, breakage or accident to equipment or machinery, wars, police actions, terrorism, embargos, and any other causes that are not reasonably within the control of the SELLER. If the delay is the result of PURCHASER'S action or inaction, then in addition to an adjustment in time, SELLER shall be entitled to reimbursement of costs incurred to maintain its schedule. For the avoidance of doubt, if the cause relied upon has commenced prior to the Parties entered into a contracting relationship, it shall not render the cause void and/or not capable of being included within the definitions of Force Majeure, as listed within this Article 20.

**21. DISPUTE RESOLUTION.** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be exclusively determined by final and binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules and Mediation Procedures ("Commercial Rules") including, if appropriate, the Procedures for Large, Complex Commercial Disputes. The seat or place of arbitration shall be Salt Lake City, Utah. The arbitration shall be conducted and the award shall be rendered in English. There shall be one arbitrator agreed to by the parties within twenty (20) days of receipt by respondent(s) of the request for arbitration or in default thereof appointed by the AAA in accordance with its Commercial Rules. If more than one arbitration is commenced under this Agreement and any party contends that two or more arbitrations are substantially related and that the issues should be heard in one proceeding, the arbitrator selected in the first-filed proceeding shall determine whether, in the interests of justice and efficiency, the proceedings should be consolidated before that arbitrator. The Parties are bound to each other by this arbitration clause. Each related party may be joined as an additional party to an arbitration involving other parties under this Agreement. The award rendered by the arbitrator shall be final, non-appealable and binding on the parties and may be entered and enforced in any court where a party or its assets is located. Each party shall be responsible for its own attorney fees and other legal costs associated with the dispute resolution process.

**22. INDEPENDENT CONTRACTOR.** It is expressly understood that SELLER is an independent contractor, and that neither SELLER nor its principals, partners, parents, subsidiaries, affiliates, employees or subcontractors are servants, agents, partners, joint ventures or employees of PURCHASER in any way whatsoever.

**23. SEVERABILITY.** Should any portion of this Agreement, be held to be invalid or unenforceable under applicable law then the validity of the remaining portions thereof shall not be affected by such invalidity or unenforceability and shall remain in full force and effect. Furthermore, any invalid or unenforceable provision shall be modified accordingly within the confines of applicable law, giving maximum permissible effect to the parties' intentions expressed herein.

**24. CHOICE OF LAW, CHOICE OF VENUE.** This Agreement shall be governed and construed in accordance with the laws of the State of Utah, without regard to its rules regarding conflicts or choice of law. The parties submit to the exclusive jurisdiction and venue of the state and federal courts located in Salt Lake City, Utah.

**25. ASSIGNMENT.** PURCHASER shall not assign or transfer this Agreement without the prior written consent of SELLER. Any attempt to make such an assignment or transfer shall be null and void. SELLER shall have the authority to assign, or otherwise transfer, its rights and obligations in connection with this Agreement, in whole or in part, upon prior written notice to PURCHASER.

**26. LIMITATION ON LIABILITY, TO THE EXTENT PERMISSIBLE BY LAW, SELLER SHALL HAVE NO FURTHER LIABILITY IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE AMOUNT PAID BY PURCHASER FOR THE PRODUCTS GIVING RISE TO SUCH LIABILITY, NOTWITHSTANDING ANY LIABILITIES OR RESPONSIBILITIES ASSUMED BY SELLER HEREUNDER, SELLER SHALL IN NO EVENT BE RESPONSIBLE TO PURCHASER OR ANY THIRD PARTY, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR LOSS OF ANTICIPATED PROFITS, LOSS BY REASON OF PLANT SHUTDOWN, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, LOSS OF DATA, SERVICE INTERRUPTIONS, COST OF PURCHASED OR REPLACEMENT POWER, COST OF MONEY, LOSS OF USE OF CAPITAL OR REVENUE OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSS OR DAMAGE, WHETHER ARISING FROM DEFECTS, DELAY, OR FROM ANY OTHER CAUSE WHATSOEVER.**

**27. PRIVACY AND DATA PROTECTION.** Seller has put in place rigorous safeguards and procedures regarding privacy and data protection, notably the Ovivo Privacy Policy ([www.ovivowater.com/privacy-policy](http://www.ovivowater.com/privacy-policy)), and requires that Purchaser adhere to its data protection principles to the extent applicable to Purchaser.

**28. DATA COLLECTION.** PURCHASER consents to the collection of the Product's operational data and to the use of such data for the purpose of improving the Products and other purposes stated herein. PURCHASER further agrees that such data collection does not constitute a performance monitoring service or duty by SELLER.

**29. INSURANCE.** SELLER shall maintain that its current levels of insurance for the duration of the Project, as set forth in its standard certificate of insurance, available upon request.

**30. BONDS.** Upon PURCHASER request within fifteen (15) calendar days of SELLER's receipt of an order, SELLER shall provide a bond in favor of PURCHASER, at PURCHASER's expense, by an institution, and in a form, approved in advance by SELLER. Any performance and/or payment bond agreed to be provided by SELLER will extend to supply of equipment and services for a period not to exceed the first twenty four (24) months of the service or warranty period, and for a value not to exceed the total price of the contract.

**31. PERMITS.** PURCHASER shall be solely responsible to obtain and maintain in force all necessary permits with respect to any products to be provided by SELLER hereunder and any intended use by PURCHASER.

REVISED – April 2024

**Ovivo USA, LLC**

4246 Riverboat Rd., Suite 300  
Salt Lake City, Utah  
84123-2583  
USA

Telephone: 801.931.3000

Facsimile: 801.931.3080

[www.ovivowater.com](http://www.ovivowater.com)

**OVIVO** Worldwide Experts  
in Water Treatment

1/6/25

Re: Sole Source Letter

Jason Pugsley  
Plant Manager-Loxahatchee River District  
561-401-4020 ext 4054  
2500 Jupiter Park Drive  
Jupiter, FL 33458

To Whom It May Concern,

Please be advised that Ovivo USA, LLC is the "Sole Source" manufacturer and exclusive distributor of all EIMCO Water Technologies parts/equipment used in Ovivo (formerly EIMCO Water Technologies) wastewater & water treatment process facilities.

Please be further advised that OVIVO is FLSmidth Inc.'s exclusive distributor of all EIMCO®, Dorr-Oliver Eimco®, Delta-Stak®, and Dorr-Oliver® Clarifiers, Thickeners, Drives, Pressure & Vacuum Filters, both capital equipment and parts, for the municipal water treatment market in the United States and Canada, and their respective territories.

Our agent for this equipment in your geographic area is:

**TSC-Jacobs**

11021 Countryway Blvd.

Tampa, FL 33626

Duggan Jacobs

813 888-5556 - Office

727 278 4973 - Mobile

Please direct all inquiries for municipal wastewater treatment equipment to above agent.

Respectfully,

*Bill Stewart*

Bill Stewart

Sales Engineer

Ovivo USA, LLC Rebuild Group

801 931-3265

[bill.stewart@ovivowater.com](mailto:bill.stewart@ovivowater.com)

EIMCO®, Dorr-Oliver Eimco®, Delta-Stak®, and Dorr-Oliver® are all registered trademarks of FLSmidth Inc.





# LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

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

## MEMORANDUM

To: Governing Board  
 From: Kara Fraraccio, Director of Finance and Administration  
 Date: January 10, 2025  
 Subject: Disposal of Surplus Property

Whenever the District disposes of tangible personal property of a non-consumable nature, Florida Statutes and our Disposal of Surplus Tangible Personal Property Policy require Governing Board approval before any Surplus Tangible Personal Property can be disposed of. The following assets were aggregated with other assets or grouped as part of a project when purchased and we therefore do not have individualized asset information on each item; instead, a description of each asset is provided. Consistent with state statute and our policies and procedures, I request your authorization to dispose of the items listed below:

| <u>Description</u> | <u>Serial Number</u> | <u>Condition</u> | <u>Estimated Value</u> |
|--------------------|----------------------|------------------|------------------------|
| 2 HP Barnes Pump   | C1684049-0514        | Beyond Repair    | \$100                  |
| 2 HP Barnes Pump   | C1837898-0817        | Beyond Repair    | \$100                  |
| 2 HP Barnes Pump   | C1462623-0310        | Beyond Repair    | \$100                  |
| 2 HP Barnes Pump   | C1272542-0207        | Beyond Repair    | \$100                  |
| 2 HP Barnes Pump   | C940795-01033        | Beyond Repair    | \$100                  |
| 2 HP Barnes Pump   | BAR-LMP9             | Beyond Repair    | \$100                  |

The items listed in the schedule above are no longer of use to the District and are considered Surplus. The assets will be disposed of in accordance with the District's Disposal of Surplus Tangible Personal Property Policy.

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

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

I offer the following motion for your approval:

**“THAT THE GOVERNING BOARD authorize the Executive Director to dispose of the items 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



# Change Orders

No Change Orders are presented for Board consideration this month.



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# LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

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

## MEMORANDUM

TO: D. Albrey Arrington, Ph.D., Executive Director  
FROM: Kris Dean, P.E., Deputy Executive Director  
DATE: January 9, 2025  
SUBJECT: County Line Road Utility Relocations – Recommendation of Award

Martin County has scheduled the replacement of the County Line Road Bridge over the North Fork of the Loxahatchee River. The District has a 12" IQ main attached to the bridge. To accommodate Martin County's replacement project the District entered into an agreement In October 2022 with Kimley-Horn for engineering design and construction services for a directional drill installation under the North Fork of the Loxahatchee River.

The Village of Tequesta has a 12" raw water main and an 8" potable water main also on the bridge. Kimley-Horn also completed the engineering design for relocation of the Village's utilities via directional drill.

Permitting and design for both the Village's and District's projects completed in September of 2024 and the District and Village then entered into an interlocal agreement for a joint construction effort.

This month we present the Recommendation of Award for the construction contract to construction both projects based on Kimley-Horn's design. See attached Recommendation of Award.

Staff recommend the following motion.

**“THAT THE DISTRICT GOVERNING BOARD award ITB 23-004-00126 to Accurate Drilling Systems, Inc. in the amount of \$1,308,000.00 in accordance with their Bid submitted on January 7, 2025 and a contingency amount of \$131,000.00.”**

**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



December 9, 2025

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

RE: County Line Road  
Reclaimed Water Main, Water Main and Raw Water Main Relocation  
Project No. 23-004-00126

Dear Mr. Dean,

As you know, the District publicly advertised the above referenced project and conducted a pre-bid meeting for this project, which was held on December 10, 2024 to discuss the project with potential bidders. On January 7, 2025, bids were publicly/electronically received. The bids and contractor supporting information was provided to Kimley-Horn for review. A total of three (3) bids were received as listed below. The Engineer's Opinion of Probable Construction Cost for the project was \$2,275,000.00.

| <b>Contractor</b>               | <b>Grand Total Bid</b> | <b>Receipt of Bid Bond</b> |
|---------------------------------|------------------------|----------------------------|
| Accurate Drilling Systems, Inc. | \$ 1,308,000.00        | Yes                        |
| Johnson-Davis Incorporated      | \$ 1,478,150.00        | Yes                        |
| Quality Enterprises USA, Inc.   | \$ 2,716,063.00        | Yes                        |

Kimley-Horn and Associates, Inc. has been asked to review the bid proposal for the apparent low bidder for completeness with respect to the lowest responsive and responsible bidder. The result of our review follows:

- Note that we found two (2) scrivener's errors within the Schedule of Bid Items. Item II.C.6 and II.E.1.a, see below. Note that these errors do not change the overall Grand Totals. The error was just a transfer over of numbers from their spreadsheet to the Bid Form.

| Item                  | Cost as shown on Bid Form | Actual Total Value |
|-----------------------|---------------------------|--------------------|
| II.C.6. Off-Site ARV  | \$13,900.00               | \$27,800.00        |
| II.E.1.a 12"/10" HDPE | \$24,150.00               | \$330,000.00       |

- Upon review of the bid package, it was found that Accurate Drilling Systems has submitted the documentation requested by the bid documents.
- Accurate Drilling Systems has acknowledged receipt of all four (4) addendums that were issued.
- Their bid does not reflect any front-loaded costs, and their unit prices are in line with what we are seeing in the industry today. In fact, unit prices for the directional bores are well below from we have seen recently in the market.

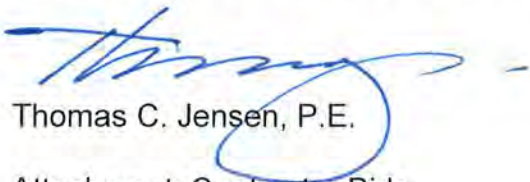
Kimley-Horn is currently working with Accurate Drilling Systems (ADS) on the City of Port St. Lucie's 24 and 30-inch Raw Water Main Project (a \$7.5M project) and worked with them last year on Port St. Lucie's 24-inch Force Main Extension (a \$3.0M project). ADS performed well on the past and current projects that we oversaw, giving us no reason that the District should not award this project to Accurate Drilling Systems. Based on the results of our review, Accurate Drilling Systems submitted the lowest responsive and responsible bid for this project.

We therefore recommend award to Accurate Drilling Systems, Inc. for the Grand Total Bid Amount of \$1,308,000.00.

Should you have any questions or comments, please do not hesitate to contact me at (561) 248-5967

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Thomas C. Jensen, P.E.

Attachment: Contractor Bids  
Cc: File

**BID FORM**  
**LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT**  
**COUNTY LINE ROAD**  
**RECLAIMED WATER MAIN, WATERMAIN AND RAW WATER MAIN**  
**RELOCATION**  
**UNIT PRICE SCHEDULE**

| <u>Item No.</u>                                  | <u>Description</u>                        | <u>Est.Qty</u> | <u>Unit</u> | <u>Unit Price</u> | <u>Total Price</u>   |
|--|---|----------------|-------------|-------------------|----------------------|
| <b>A. General Conditions</b>                     |   |                |             |                   |                      |
| 1  | Bonds and Insurance                       | 1              | LS          | \$ 17,000.00      | \$ 17,000.00         |
| 2  | Mobilization /Demobilization              | 1              | LS          | \$ 81,000.00      | \$ 81,000.00         |
| 3  | Maintenance of Traffic                    | 1              | LS          | \$ 33,300.00      | \$ 33,300.00         |
| <b>Subtotal, Item A General Conditions</b>       |   |                |             |                   | <b>\$ 131,300.00</b> |
| <b>I. LRECD Reclaimed Water Main Replacement</b> |   |                |             |                   |                      |
| <b>B. Reclaimed Water Main Replacement</b>       |   |                |             |                   |                      |
| 1  | C-900 PVC                                 |                |             |                   |                      |
| a.   | 12-inch                                   | 110            | LF          | \$ 120.00         | \$ 13,200.00         |
| b.   | 16-inch                                   | 10             | LF          | \$ 440.00         | \$ 4,400.00          |
| 2  | Gate Valves w/ Valve Box                  |                |             |                   |                      |
| a.   | 12-inch                                   | 2              | EA          | \$ 6,000.00       | \$ 12,000.00         |
| 3  | Line Stop                                 |                |             |                   |                      |
| a.   | 12-inch                                   | 2              | EA          | \$ 11,800.00      | \$ 23,600.00         |
| 4  | D.I. Fittings                             | 1,500          | LB          | \$ 15.50          | \$ 23,250.00         |
| 5  | Directional Bore                          |                |             |                   |                      |
| a.   | 16-inch HDPE DR11 w/ 2-ft 2-inch Conduits | 900            | LF          | \$ 208.00         | \$ 187,200.00        |
| b.   | 16-inch HDPE x MJ Adapter                 | 2              | EA          | \$ 5,400.00       | \$ 10,800.00         |
| 6  | ARV Assembly                              | 1              | EA          | \$ 14,500.00      | \$ 14,500.00         |
| 7  | Connection to Existing Main               |                |             |                   |                      |
| a.   | 12-inch Tie-In                            | 2              | EA          | \$ 5,900.00       | \$ 11,800.00         |

|  |  |     |     |           |              |
|--|--|-----|-----|-----------|--------------|
| 8  | Misc. Items                                  |     |     |           |              |
| a.   | Remove Existing 12-inch Main Off Bridge      | 1   | JOB | LS        | 17,600.00    |
| b.   | Grout and Cap Existing 12-inch Main In Place | 730 | LF  | \$ 24.00  | \$ 17,520.00 |
| c.   | Water Crossing Sign                          | 2   | EA  | \$ 390.00 | \$ 780.00    |
| d.   | Mech. Restraints on Exist. Main              | 1   | JOB | LS        | 12,200.00    |
| <b>Subtotal, Item I.B Reclaimed Water Main Replacement</b> |  |     |     |           | \$348,850.00 |

**II. Village of Tequesta Water Main and Raw Water Main Replacement**

|                                  |   |       |     |              |                                 |
|----------------------------------|---|-------|-----|--------------|---------------------------------|
| <b>C. Water Main Replacement</b> |   |       |     |              |                                 |
| 1                                | C-900 PVC   |       |     |              |                                 |
| a.                               | 6-inch  | 5     | LF  | \$ 530.00    | \$ 2,650.00                     |
| b.                               | 8-inch  | 150   | LF  | \$ 75.00     | \$ 11,250.00                    |
| c.                               | 10-inch   | 10    | LF  | \$ 310.00    | \$ 3,100.00                     |
| 2                                | DIP   |       |     |              |                                 |
| a.                               | 6-inch  | 30    | LF  | \$ 185.00    | \$ 5,550.00                     |
| 3                                | Gate Valves w/ Valve Box                          |       |     |              |                                 |
| a.                               | 6-inch  | 2     | EA  | \$ 2,700.00  | \$ 5,400.00                     |
| b.                               | 8-inch  | 2     | EA  | \$ 3,500.00  | \$ 7,000.00                     |
| 4                                | Line Stop   |       |     |              |                                 |
| a.                               | Dual 8-inch Line Stop w/ Bypass, E-side of Bridge | 1     | JOB | LS           | \$ 29,500.00                    |
| b.                               | 8-inch Line Stop, Heritage Oaks Easement          | 1     | JOB | LS           | \$ 10,500.00                    |
| 5                                | D.I. Fittings                                     | 2,400 | LB  | \$ 17.00     | \$ 40,800.00                    |
| 6                                | Off-Site ARV Assembly                             | 2     | EA  | \$ 13,900.00 | \$ <del>13,900.00</del> #27,800 |
| 7                                | Connection to Existing Main                       |       |     |              |                                 |
| a.                               | 8-inch Tie-In                                     | 2     | EA  | \$ 2,950.00  | \$ 5,900.00                     |
| 8                                | Sample Points                                     | 2     | EA  | \$ 1,000.00  | \$ 2,000.00                     |



|  |  |       |     |              |              |
|--|--|-------|-----|--------------|--------------|
| 9  | Fire Hydrant Assembly                        | 2     | EA  | \$ 5,900.00  | \$ 11,800.00 |
| 10   | Misc. Items                                  |       |     |              |              |
| a.   | Remove Existing 8-inch Main Off Bridge       | 1     | JOB | LS           | \$ 12,500.00 |
| b.   | Grout and Cap Exist. 8-inch Main In Place    | 750   | LF  | \$ 12.00     | \$ 9,000.00  |
| c.   | Mech. Restraints on Exist. Main              | 1     | JOB | LS           | \$ 8,750.00  |
| d.   | 8-inch Gate Valve Manhole                    | 1     | JOB | LS           | \$ 10,000.00 |
| <b>Subtotal, Item II.C Water Main and Raw Water Main Replacement</b> |  |       |     |              | \$203,500.00 |
| <b>D. Raw Water Main Replacement</b>                                 |  |       |     |              |              |
| 1  | C-900 PVC                                    |       |     |              |              |
| b.   | 12-inch                                      | 230   | LF  | \$ 105.00    | \$ 24,150.00 |
| 2  | Gate Valves w/ Valve Box                     |       |     |              |              |
| b.   | 12-inch                                      | 1     | EA  | \$ 6,100.00  | \$ 6,100.00  |
| 3  | Line Stop                                    |       |     |              |              |
| b.   | 12-inch                                      | 2     | EA  | \$ 11,300.00 | \$ 22,600.00 |
| 4  | D.I. Fittings                                | 900   | LB  | \$ 15.00     | \$ 13,500.00 |
| 5  | Offset ARV Assembly                          | 2     | EA  | \$ 14,000.00 | \$ 28,000.00 |
| 6  | Connection to Existing                       |       |     |              |              |
| a.   | 12-inch Tie-In                               | 2     | EA  | \$ 5,900.00  | \$ 11,800.00 |
| 7  | Sample Points                                | 2     | EA  | \$ 1,000.00  | \$ 2,000.00  |
| 8  | Misc. Items                                  |       |     |              |              |
| a.   | Remove Existing 12-inch Main                 | 1     | JOB | LS           | \$ 17,600.00 |
| b.   | Grout and Cap Existing 12-inch Main In Place | 1,060 | LF  | \$ 15.00     | \$ 15,900.00 |
| c.   | Mech. Restraints on Exist. Main              | 1     | JOB | LS           | \$ 6,100.00  |
| d.   | 12-inch Gate Valve Manhole                   | 1     | JOB | LS           | \$ 12,350.00 |

|  |   |       |     |             |  |
|--|---|-------|-----|-------------|--|
| <b>Subtotal, Item II.D Raw Water Main Replacement</b>                              |   |       |     |             | \$160,100.00                                 |
| <b>E. Raw Water Main &amp; Water Main HDD</b>                                      |   |       |     |             |  |
| 1  | Directional Bore  |       |     |             |  |
| a.   | 12-inch HDPE DR11 RWM w/<br>10-inch HDPE DR11 WM w/ 2-<br>2 inch Conduits | 1,200 | LF  | \$ 275.00   | <del>\$ 24,150.00</del><br><b>\$ 330,000</b> |
| b.   | 10-inch HDPE DR11 WM w/ 1-<br>2 inch Conduit                              | 200   | LF  | \$ 100.00   | \$ 20,000.00                                 |
| c.   | 12-inch HDPE x MJ Adapter   | 2     | EA  | \$ 3,000.00 | \$ 6,000.00                                  |
| d.   | 10-inch HDPE x MJ Adapter   | 4     | EA  | \$ 2,250.00 | \$ 9,000.00                                  |
| <b>Subtotal, Item II.E Raw Water Main &amp; Water Main HDD</b>                     |   |       |     |             | \$ 365,000.00                                |
| <b>Subtotal, II. Village of Tequesta Water Main and Raw Water Main Replacement</b> |   |       |     |             | \$ 728,600.00                                |
| <b>F. Misc. Restoration</b>  |   |       |     |             |  |
| a.   | Asphalt Road Trench<br>Restoration  | 280   | SY  | \$ 95.00    | \$ 26,600.00                                 |
| b.   | 1-inch Mill and Resurface w/<br>SP 9.5                                    | 1180  | SY  | \$ 25.00    | \$ 29,500.00                                 |
| c.   | Thermo-plastic road striping  | 1     | JOB | LS          | \$ 2,400.00                                  |
| d.   | 5-ft Wide Concrete Sidewalk<br>Replacement                                | 220   | SY  | \$ 100.00   | \$ 22,000.00                                 |
| e.   | Bahia Sod   | 750   | SY  | \$ 9.00     | \$ 6,750.00                                  |
| f.   | Floritam Sod  | 1,200 | SY  | \$ 10.00    | \$ 12,000.00                                 |
| <b>Subtotal, Item F Misc. Restoration</b>  |   |       |     |             | \$ 99,250.00                                 |
| <b>Total (Items A, B, C, D, E and F)</b>   |   |       |     |             | \$ 1,308,000.00                              |
| <b>GRAND TOTAL</b>   |   |       |     |             | \$ 1,308,000.00                              |

One Million Three Hundred Eight Thousand Dollars and Zero Cents  
TOTAL BASE BID, ITEMS 1- \_\_\_\_\_ (in words) \_\_\_\_\_  
Dollars  
\_\_\_\_\_  
Cents

**BID FORM**  
**LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT**  
**COUNTY LINE ROAD**  
**RECLAIMED WATER MAIN, WATERMAIN AND RAW WATER MAIN**  
**RELOCATION**  
**UNIT PRICE SCHEDULE**

| <b>Item No.</b>                                  | <b>Description</b>                        | <b>Est. Qty</b> | <b>Unit</b> | <b>Unit Price</b> | <b>Total Price</b>   |
|--|---|-----------------|-------------|-------------------|----------------------|
| <b>A.</b>  | <b>General Conditions</b>                 |                 |             |                   |                      |
| 1  | Bonds and Insurance                       | 1               | LS          | \$ 15,000.00      | \$ 15,000.00         |
| 2  | Mobilization /Demobilization              | 1               | LS          | \$ 72,000.00      | \$ 72,000.00         |
| 3  | Maintenance of Traffic                    | 1               | LS          | \$ 35,000.00      | \$ 35,000.00         |
| <b>Subtotal, Item A General Conditions</b>       |   |                 |             |                   | <b>\$ 122,000.00</b> |
| <b>I. LRECD Reclaimed Water Main Replacement</b> |   |                 |             |                   |                      |
| <b>B.</b>  | <b>Reclaimed Water Main Replacement</b>   |                 |             |                   |                      |
| 1  | C-900 PVC                                 |                 |             |                   |                      |
| a.   | 12-inch                                   | 110             | LF          | \$ 100.00         | \$ 11,000.00         |
| b.   | 16-inch                                   | 10              | LF          | \$ 250.00         | \$ 2,500.00          |
| 2  | Gate Valves w/ Valve Box                  |                 |             |                   |                      |
| a.   | 12-inch                                   | 2               | EA          | \$ 12,000.00      | \$ 24,000.00         |
| 3  | Line Stop                                 |                 |             |                   |                      |
| a.   | 12-inch                                   | 2               | EA          | \$ 20,000.00      | \$ 40,000.00         |
| 4  | D.I. Fittings                             | 1,500           | LB          | \$ 7.00           | \$ 10,500.00         |
| 5  | Directional Bore                          |                 |             |                   |                      |
| a.   | 16-inch HDPE DR11 w/ 2-ft 2-inch Conduits | 900             | LF          | \$ 220.00         | \$ 198,000.00        |
| b.   | 16-inch HDPE x MJ Adapter                 | 2               | EA          | \$ 14,000.00      | \$ 28,000.00         |
| 6  | ARV Assembly                              | 1               | EA          | \$ 19,000.00      | \$ 19,000.00         |
| 7  | Connection to Existing Main               |                 |             |                   |                      |
| a.   | 12-inch Tie-In                            | 2               | EA          | \$ 15,000.00      | \$ 30,000.00         |

|  |   |       |     |              |              |
|--|---|-------|-----|--------------|--------------|
| 8  | Misc. Items                                       |       |     |              |              |
| a.   | Remove Existing 12-inch Main Off Bridge           | 1     | JOB | LS           | \$15,000.00  |
| b.   | Grout and Cap Existing 12-inch Main In Place      | 730   | LF  | \$ 25.00     | \$ 18,250.00 |
| c.   | Water Crossing Sign                               | 2     | EA  | \$ 1,000.00  | \$ 2,000.00  |
| d.   | Mech. Restraints on Exist. Main                   | 1     | JOB | LS           | \$15,000.00  |
| <b>Subtotal, Item I.B Reclaimed Water Main Replacement</b>               |   |       |     |              | \$413,250.00 |
| <b>II. Village of Tequesta Water Main and Raw Water Main Replacement</b> |   |       |     |              |              |
| <b>C.</b>  | <b>Water Main Replacement</b>                     |       |     |              |              |
| 1  | C-900 PVC   |       |     |              |              |
| a.   | 6-inch  | 5     | LF  | \$ 100.00    | \$ 500.00    |
| b.   | 8-inch  | 150   | LF  | \$ 280.00    | \$ 42,000.00 |
| c.   | 10-inch   | 10    | LF  | \$ 300.00    | \$ 3,000.00  |
| 2  | DIP   |       |     |              |              |
| a.   | 6-inch  | 30    | LF  | \$ 150.00    | \$ 4,500.00  |
| 3  | Gate Valves w/ Valve Box                          |       |     |              |              |
| a.   | 6-inch  | 2     | EA  | \$ 6,000.00  | \$ 12,000.00 |
| b.   | 8-inch  | 2     | EA  | \$ 8,000.00  | \$ 24,000.00 |
| 4  | Line Stop   |       |     |              |              |
| a.   | Dual 8-inch Line Stop w/ Bypass, W-side of Bridge | 1     | JOB | LS           | \$ 25,000.00 |
| b.   | Dual 8-inch Line Stop w/ Bypass, E-side of Bridge | 1     | JOB | LS           | \$ 40,000.00 |
| c.   | 8-inch Line Stop, Heritage Oaks Easement          | 1     | JOB | LS           | \$ 15,000.00 |
| 5  | D.I. Fittings                                     | 2,400 | LB  | \$ 5.00      | \$ 12,000.00 |
| 6  | Off-Site ARV Assembly                             | 2     | EA  | \$ 16,000.00 | \$ 32,000.00 |
| 7  | Connection to Existing Main                       |       |     |              |              |
| a.   | 8-inch Tie-In                                     | 2     | EA  | \$ 12,000.00 | \$ 24,000.00 |

|  |  |       |     |              |              |
|--|--|-------|-----|--------------|--------------|
| 8  | Sample Points                                | 2     | EA  | \$ 1,500.00  | \$ 3,000.00  |
| 9  | Fire Hydrant Assembly                        | 2     | EA  | \$ 9,000.00  | \$ 18,000.00 |
| 10   | Misc. Items                                  |       |     |              |              |
| a.   | Remove Existing 8-inch Main Off Bridge       | 1     | JOB | LS           | \$ 15,000.00 |
| b.   | Grout and Cap Exist. 8-inch Main In Place    | 750   | LF  | \$ 20.00     | \$ 15,000.00 |
| c.   | Mech. Restraints on Exist. Main              | 1     | JOB | LS           | \$ 15,000.00 |
| d.   | 8-inch Gate Valve Manhole                    | 1     | JOB | LS           | \$ 18,000.00 |
| <b>Subtotal, Item II.C Water Main and Raw Water Main Replacement</b> |  |       |     |              | \$318,000.00 |
| <b>D. Raw Water Main Replacement</b>                                 |  |       |     |              |              |
| 1  | C-900 PVC                                    |       |     |              |              |
| b.   | 12-inch                                      | 230   | LF  | \$ 80.00     | \$ 18,400.00 |
| 2  | Gate Valves w/ Valve Box                     |       |     |              |              |
| b.   | 12-inch                                      | 1     | EA  | \$ 8,000.00  | \$ 8,000.00  |
| 3  | Line Stop                                    |       |     |              |              |
| b.   | 12-inch                                      | 2     | EA  | \$ 20,000.00 | \$ 40,000.00 |
| 4  | D.I. Fittings                                | 900   | LB  | \$ 5.00      | \$ 4,500.00  |
| 5  | Offset ARV Assembly                          | 2     | EA  | \$ 20,000.00 | \$ 40,000.00 |
| 6  | Connection to Existing                       |       |     |              |              |
| a.   | 12-inch Tie-In                               | 2     | EA  | \$ 15,000.00 | \$ 30,000.00 |
| 7  | Sample Points                                | 2     | EA  | \$ 1,500.00  | \$ 3,000.00  |
| 8  | Misc. Items                                  |       |     |              |              |
| a.   | Remove Existing 12-inch Main                 | 1     | JOB | LS           | \$ 12,000.00 |
| b.   | Grout and Cap Existing 12-inch Main In Place | 1,060 | LF  | \$ 25.00     | \$ 26,500.00 |
| c.   | Mech. Restraints on Exist. Main              | 1     | JOB | LS           | \$ 15,000.00 |

|  |   |       |     |              |                 |
|--|---|-------|-----|--------------|-----------------|
| d.   | 12-inch Gate Valve Manhole  | 1     | JOB | LS           | \$ 22,000.00    |
| <b>Subtotal, Item II.D Raw Water Main Replacement</b>                              |   |       |     |              | \$219,400.00    |
| <b>E. Raw Water Main &amp; Water Main HDD</b>                                      |   |       |     |              |                 |
| 1  | Directional Bore  |       |     |              |                 |
| a.   | 12-inch HDPE DR11 RWM w/<br>10-inch HDPE DR11 WM w/ 2-<br>2 inch Conduits | 1,200 | LF  | \$ 150.00    | \$ 180,000.00   |
| b.   | 10-inch HDPE DR11 WM w/ 1-<br>2 inch Conduit                              | 200   | LF  | \$ 120.00    | \$ 24,000.00    |
| c.   | 12-inch HDPE x MJ Adapter   | 2     | EA  | \$ 12,000.00 | \$ 24,000.00    |
| d.   | 10-inch HDPE x MJ Adapter   | 4     | EA  | \$ 10,000.00 | \$ 40,000.00    |
| <b>Subtotal, Item II.E Raw Water Main &amp; Water Main HDD</b>                     |   |       |     |              | \$ 268,000.00   |
| <b>Subtotal, II. Village of Tequesta Water Main and Raw Water Main Replacement</b> |   |       |     |              | \$ 1,340,650.00 |
| <b>F. Misc. Restoration</b>  |   |       |     |              |                 |
| a.   | Asphalt Road Trench<br>Restoration  | 280   | SY  | \$ 125.00    | \$ 35,000.00    |
| b.   | 1-inch Mill and Resurface w/<br>SP 9.5                                    | 1180  | SY  | \$ 40.00     | \$ 47,200.00    |
| c.   | Thermo-plastic road striping  | 1     | JOB | LS           | \$ 10,000.00    |
| d.   | 5-ft Wide Concrete Sidewalk<br>Replacement                                | 220   | SY  | \$ 90.00     | \$ 19,800.00    |
| e.   | Bahia Sod   | 750   | SY  | \$ 10.00     | \$ 7,500.00     |
| f.   | Floritam Sod  | 1,200 | SY  | \$ 15.00     | \$ 18,000.00    |
| <b>Subtotal, Item F Misc. Restoration</b>  |   |       |     |              | \$ 137,500.00   |
| Total (Items A,B, C, D, E and F)   |   |       |     |              | \$ 1,478,150.00 |
| <b>GRAND TOTAL</b>   |   |       |     |              | \$ 1,478,150.00 |

TOTAL BASE BID, ITEMS 1- A-F (in words) One million four hundred seventy eight thousand one hundred and fifty dollars  
Dollars

Zero \_\_\_\_\_  
Cents

**BID FORM**  
**LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT**  
**COUNTY LINE ROAD**  
**RECLAIMED WATER MAIN, WATERMAIN AND RAW WATER MAIN**  
**RELOCATION**  
**UNIT PRICE SCHEDULE**

| <b>Item No.</b>                                  | <b>Description</b>                        | <b>Est.Qty</b> | <b>Unit</b> | <b>Unit Price</b> | <b>Total Price</b>  |
|--|---|----------------|-------------|-------------------|---------------------|
| <b>A. General Conditions</b>                     |   |                |             |                   |                     |
| 1  | Bonds and Insurance                       | 1              | LS          | \$31,690.00       | \$31,690.00         |
| 2  | Mobilization /Demobilization              | 1              | LS          | \$132,786.00      | \$132,786.00        |
| 3  | Maintenance of Traffic                    | 1              | LS          | \$65,946.00       | \$65,946.00         |
| <b>Subtotal, Item A General Conditions</b>       |   |                |             |                   | <b>\$230,422.00</b> |
| <b>I. LRECD Reclaimed Water Main Replacement</b> |   |                |             |                   |                     |
| <b>B. Reclaimed Water Main Replacement</b>       |   |                |             |                   |                     |
| 1  | C-900 PVC                                 |                |             |                   |                     |
| a.   | 12-inch                                   | 110            | LF          | \$291.00          | \$32,010.00         |
| b.   | 16-inch                                   | 10             | LF          | \$471.00          | \$4,710.00          |
| 2  | Gate Valves w/ Valve Box                  |                |             |                   |                     |
| a.   | 12-inch                                   | 2              | EA          | \$10,355.00       | \$20,710.00         |
| 3  | Line Stop                                 |                |             |                   |                     |
| a.   | 12-inch                                   | 2              | EA          | \$21,370.00       | \$42,740.00         |
| 4  | D.I. Fittings                             | 1,500          | LB          | \$22.00           | \$33,000.00         |
| 5  | Directional Bore                          |                |             |                   |                     |
| a.   | 16-inch HDPE DR11 w/ 2-ft 2-inch Conduits | 900            | LF          | \$407.00          | \$366,300.00        |
| b.   | 16-inch HDPE x MJ Adapter                 | 2              | EA          | \$6,127.00        | \$12,254.00         |
| 6  | ARV Assembly                              | 1              | EA          | \$30,564.00       | \$30,564.00         |
| 7  | Connection to Existing Main               |                |             |                   |                     |
| a.   | 12-inch Tie-In                            | 2              | EA          | \$8,803.00        | \$17,606.00         |

|  |  |     |     |            |                     |
|--|--|-----|-----|------------|---------------------|
| 8  | Misc. Items                                  |     |     |            |                     |
| a.   | Remove Existing 12-inch Main Off Bridge      | 1   | JOB | LS         | \$38,480.00         |
| b.   | Grout and Cap Existing 12-inch Main In Place | 730 | LF  | \$25.00    | \$18,250.00         |
| c.   | Water Crossing Sign                          | 2   | EA  | \$1,011.00 | \$2,022.00          |
| d.   | Mech. Restraints on Exist. Main              | 1   | JOB | LS         | \$18,449.00         |
| <b>Subtotal, Item I.B Reclaimed Water Main Replacement</b> |  |     |     |            | <b>\$637,095.00</b> |

**II. Village of Tequesta Water Main and Raw Water Main Replacement**

|           |   |       |     |             |             |
|-----------|---|-------|-----|-------------|-------------|
| <b>C.</b> | <b>Water Main Replacement</b>                     |       |     |             |             |
| 1         | C-900 PVC   |       |     |             |             |
| a.        | 6-inch  | 5     | LF  | \$401.00    | \$2,005.00  |
| b.        | 8-inch  | 150   | LF  | \$252.00    | \$37,800.00 |
| c.        | 10-inch   | 10    | LF  | \$312.00    | \$3,120.00  |
| 2         | DIP   |       |     |             |             |
| a.        | 6-inch  | 30    | LF  | \$292.00    | \$8,760.00  |
| 3         | Gate Valves w/ Valve Box                          |       |     |             |             |
| a.        | 6-inch  | 2     | EA  | \$4,227.00  | \$8,454.00  |
| b.        | 8-inch  | 2     | EA  | \$5,094.00  | \$10,188.00 |
| 4         | Line Stop   |       |     |             |             |
| a.        | Dual 8-inch Line Stop w/ Bypass, E-side of Bridge | 1     | JOB | LS          | \$53,769.00 |
| b.        | 8-inch Line Stop, Heritage Oaks Easement          | 1     | JOB | LS          | \$25,314.00 |
| 5         | D.I. Fittings                                     | 2,400 | LB  | \$16.00     | \$38,400.00 |
| 6         | Off-Site ARV Assembly                             | 2     | EA  | \$32,078.00 | \$64,156.00 |
| 7         | Connection to Existing Main                       |       |     |             |             |
| a.        | 8-inch Tie-In                                     | 2     | EA  | \$4,692.00  | \$9,384.00  |
| 8         | Sample Points                                     | 2     | EA  | \$3,978.00  | \$7,956.00  |



|  |  |       |     |             |                     |
|--|--|-------|-----|-------------|---------------------|
| 9  | Fire Hydrant Assembly                        | 2     | EA  | \$12,954.00 | \$25,908.00         |
| 10   | Misc. Items                                  |       |     |             |                     |
| a.   | Remove Existing 8-inch Main Off Bridge       | 1     | JOB | LS          | \$47,951.00         |
| b.   | Grout and Cap Exist. 8-inch Main In Place    | 750   | LF  | \$24.00     | \$18,000.00         |
| c.   | Mech. Restraints on Exist. Main              | 1     | JOB | LS          | \$17,126.00         |
| d.   | 8-inch Gate Valve Manhole                    | . 1   | JOB | LS          | \$32,891.00.        |
| <b>Subtotal, Item II.C Water Main and Raw Water Main Replacement</b> |  |       |     |             | <b>\$411,182.00</b> |
| <b>D. Raw Water Main Replacement</b>                                 |  |       |     |             |                     |
| 1  | C-900 PVC                                    |       |     |             |                     |
| b.   | 12-inch                                      | 230   | LF  | \$282.00    | \$64,860.00         |
| 2  | Gate Valves w/ Valve Box                     |       |     |             |                     |
| b.   | 12-inch                                      | 1     | EA  | \$9,676.00  | \$9,676.00          |
| 3  | Line Stop                                    |       |     |             |                     |
| b.   | 12-inch                                      | 2     | EA  | \$20,682.00 | \$41,364.00         |
| 4  | D.I. Fittings                                | 900   | LB  | \$18.00     | \$16,200.00         |
| 5  | Offset ARV Assembly                          | 2     | EA  | \$32,078.00 | \$64,156.00         |
| 6  | Connection to Existing                       |       |     |             |                     |
| a.   | 12-inch Tie-In                               | 2     | EA  | \$4,825.00  | \$9,650.00          |
| 7  | Sample Points                                | 2     | EA  | \$4,863.00  | \$9,726.00          |
| 8  | Misc. Items                                  |       |     |             |                     |
| a.   | Remove Existing 12-inch Main                 | 1     | JOB | LS          | \$48,545.00         |
| b.   | Grout and Cap Existing 12-inch Main In Place | 1,060 | LF  | \$29.00     | \$30,740.00         |
| c.   | Mech. Restraints on Exist. Main              | 1     | JOB | LS          | \$18,448.00         |
| d.   | 12-inch Gate Valve Manhole                   | 1     | JOB | LS          | \$30,514.00         |

|  |   |       |     |            |                       |
|--|---|-------|-----|------------|-----------------------|
| <b>Subtotal, Item II.D Raw Water Main Replacement</b>                              |   |       |     |            | <b>\$343,879.00</b>   |
| <b>E. Raw Water Main &amp; Water Main HDD</b>                                      |   |       |     |            |                       |
| 1  | Directional Bore  |       |     |            |                       |
| a.   | 12-inch HDPE DR11 RWM w/<br>10-inch HDPE DR11 WM w/ 2-<br>2 inch Conduits | 1,200 | LF  | \$660.00   | \$792,000.00          |
| b.   | 10-inch HDPE DR11 WM w/ 1-<br>2 inch Conduit                              | 200   | LF  | \$308.00   | \$61,600.00           |
| c.   | 12-inch HDPE x MJ Adapter   | 2     | EA  | \$4,930.00 | \$9,860.00            |
| d.   | 10-inch HDPE x MJ Adapter   | 4     | EA  | \$4,412.00 | \$17,648.00           |
| <b>Subtotal, Item II.E Raw Water Main &amp; Water Main HDD</b>                     |   |       |     |            | <b>\$881,108.00</b>   |
| <b>Subtotal, II. Village of Tequesta Water Main and Raw Water Main Replacement</b> |   |       |     |            | <b>\$1,636,169.00</b> |
| <b>F. Misc. Restoration</b>  |   |       |     |            |                       |
| a.   | Asphalt Road Trench<br>Restoration  | 280   | SY  | \$345.00   | \$96,600.00           |
| b.   | 1-inch Mill and Resurface w/<br>SP 9.5                                    | 1180  | SY  | \$51.00    | \$60,180.00           |
| c.   | Thermo-plastic road striping  | 1     | JOB | LS         | \$8,267.00            |
| d.   | 5-ft Wide Concrete Sidewalk<br>Replacement                                | 220   | SY  | \$119.00   | \$26,180.00           |
| e.   | Bahia Sod   | 750   | SY  | \$9.00     | \$6,750.00            |
| f.   | Floritam Sod  | 1,200 | SY  | \$12.00    | \$14,400.00           |
| <b>Subtotal, Item F Misc. Restoration</b>  |   |       |     |            | <b>\$212,377.00</b>   |
| <b>Total (Items A, B, C, D, E and F)</b>   |   |       |     |            | <b>\$2,716,063.00</b> |
| <b>GRAND TOTAL</b>   |   |       |     |            | <b>\$2,716,063.00</b> |

TOTAL BASE BID, ITEMS 1-A.1-F.f. (in words) Two million seven hundred sixteen thousand sixty-three  
Dollars

Zero  
Cents



# LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

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

## MEMORANDUM

To: Governing Board  
 From: Kara Fraraccio, Director of Finance and Administration  
 Date: January 10, 2025  
 Subject: Florida-FIT Cash Pool

On December 31, 2024, a District-held Treasury Bond valued at \$12,365,000, along with \$262,756 in accrued interest, matured. As of January 9, 2025, U.S. Treasury yields are:

- 3-month rate: 4.35%
- 2-year rate: 4.28%

In comparison, Florida PRIME and Florida Fixed Income Trust (FL-FIT) are offering rates at approximately 4.65%.

Rather than reinvesting in US Treasury securities, staff proposes reallocating the matured funds into Florida PRIME and FL-FIT to take advantage of the higher yields these funds offer. This approach maintains the liquidity and flexibility while capturing an arbitrage opportunity. However, this yield advantage is anticipated to narrow over the next four months, assuming the Federal Reserve slows its pace of rate reductions in 2025.

The District's Investment Policy permits up to 50% of the portfolio to be allocated to Local Government Surplus Funds Trust Funds and up to 100% in FDIC-insured products. To align with our Investment Policy guidelines and maximize returns, staff recommends opening a new FL-FIT Cash Pool account (a Local Government Surplus Funds Trust Fund). This would allow the District to allocate up to the Investment Policy's issuer limit of 35% in both Florida PRIME and FL-FIT. The remaining funds would be directed to the FL-FIT Preferred Deposit Pool, which invests in FDIC-insured bank deposits and Qualified Public Depository accounts. This reallocation strategy aligns with the District's objective of optimizing returns while preserving liquidity. Below is an allocation plan for the treasury proceeds based on portfolio balances as of December 31, 2024.

|  | 30-Day Yield | Balance 12/31/24     | Treasury Proceeds | Balance       | % of Portfolio | % of Issuer |
|--|--------------|----------------------|-------------------|---------------|----------------|-------------|
| <b>Total Investable Funds</b>                  |              | <b>\$ 41,363,495</b> |                   |               |                |             |
| <b>Treasury Proceeds</b>                       |              | <b>\$ 12,627,756</b> |                   |               |                |             |
| Florida Prime                                  | 4.64%        | \$ 8,135,939         | \$ 5,000,000      | \$ 13,135,939 |                | 31.76%      |
| FL-FIT Cash Pool                               | 4.65%        |                      | \$ 6,500,000      | \$ 6,500,000  |                | 15.71%      |
| Total Local Government Surplus Fund Trust Fund |              | \$ 8,135,939         |                   | \$ 19,635,939 | 47.47%         |             |
| FL-FIT Preferred Deposit Pool                  | 4.34%        | \$ 7,038,565         | \$ 1,127,756      | \$ 8,166,321  | 19.74%         |             |
|  |              |                      | \$ 12,627,756     |               |                |             |

**Stephen B. Rockoff**

CHAIRMAN

**Kevin L. Baker**

BOARD MEMBER

**Gordon M. Boggie**

BOARD MEMBER

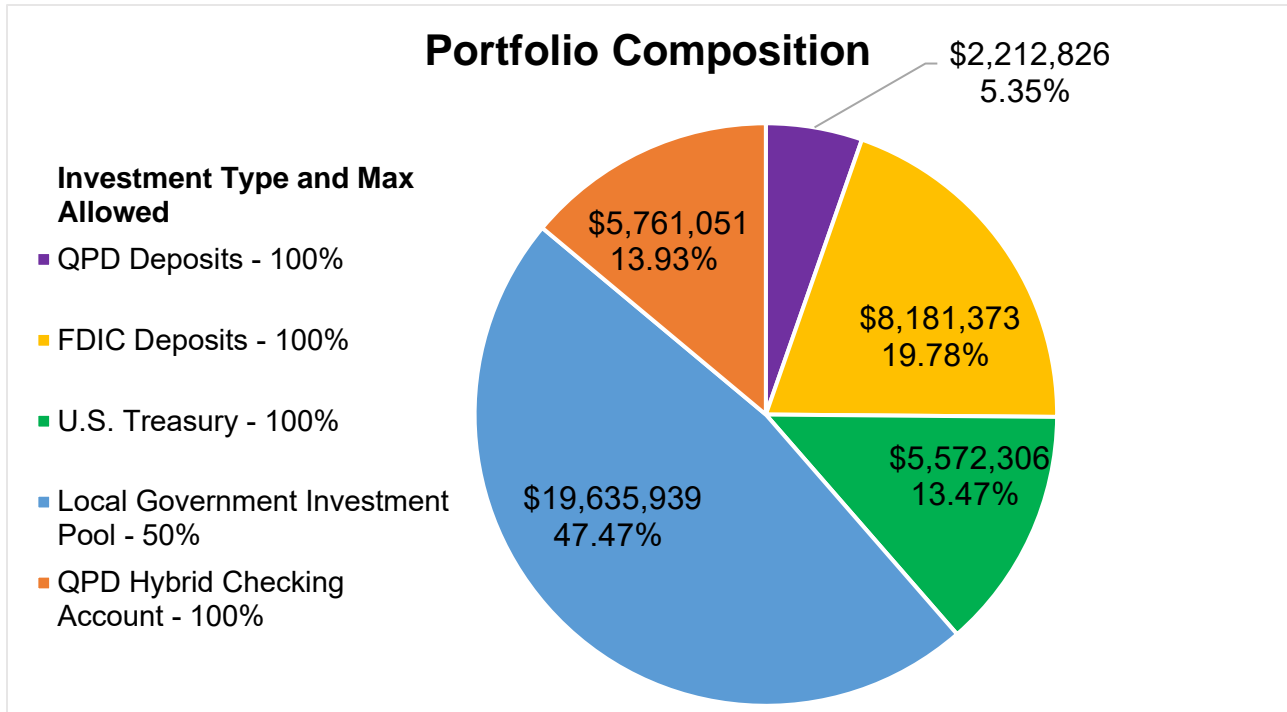
**Dr. Matt H. Rostock**

BOARD MEMBER

**Clinton R. Yerkes**

BOARD MEMBER

Investment compensation percentage allocation for all investment types after this proposed reallocation will be projected as follows:



I look forward to receiving your comments and feedback. If you find the recommendation acceptable, I offer the following motion for your consideration:

**“THAT THE GOVERNING BOARD authorize the Executive Director to open a Cash Pool account with Florida Fixed Income Trust and allocate Treasury proceeds in Florida PRIME and Florida Fixed Income Trust up to our Investment Policy limits.”**



# Loxahatchee River District

## Neighborhood Sewering Schedule - Revised January 2025

| 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 About 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 <sup>th</sup> Terrace | 1      | Application for developer project made; Comments on plans being addressed by applicant |                      |                           |                 |               | Jun. 2024        |                        |                   |                  | Legislative                      |
|        | 7985 SE Island Way             | 2      | Construction 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<br>Soliciting easements for remainder of project       | 2010                 | AEO                       |                         |               | Feb. 2010        |                        |                   |                  | Legislative                      |
| BB     | Rivers Edge Road (Martin Co.)         | 35     | Private Road-Easements Solicited - May 2014<br>Project Delayed                                   | 2013                 | AEO                       | Aug. 2010               |               | Feb. 2014        |                        |                   |                  | Legislative                      |
| CC     | 171 <sup>st</sup> Street (Martin Co.) | 7      | Private Road - In House Design<br>Easement rec'd from Church – April 2017<br>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      | Construction Complete  |                      |                           | Sept. 2021<br>July 2022 |               | Jun. 2024        |                        | Aug. 2024         |                  | Legislative                      |
|        | 182 <sup>nd</sup> Road North          | 12     | Sewering Pricing Request by 50% of Owners<br>Conceptual Design/Cost Est.<br>- provided June 2023 |                      |                           |                         |               |                  |                        |                   |                  | Legislative                      |
|        | 6604 N 195th Place                    | 1      | Statutory Way Provision – Mar. 2024  |                      | 93                        |                         |               | 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

January 3, 2025

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 20, 2024, CNA's independent Claims Adjustor, Jerry Balester of Crawford & Company, met with Ryan Chernekoff to escort Balester to the 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. The Report has been submitted to CNA so the 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.

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LIEN FORECLOSURES

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**NONE**

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

**NONE**



# Director's Report

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



J:\Board\Notebook\Directors Report



# LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

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

## MEMORANDUM

To: Governing Board  
 From: Kara Fraraccio, Director of Finance and Administration  
 Date: January 10, 2025  
 Subject: Monthly Financial Report

### Cash and Investments Balance

Balance as of December 31, 2024

| Institution                        | Rate  | Book Value           | Monthly Change in Investment | Market Value         |
|------------------------------------|-------|----------------------|------------------------------|----------------------|
| <b>U.S. Treasuries:</b>            |       |                      |                              |                      |
| U.S. Treasuries - Due 12/31/24     | 4.25% | \$ 12,336,350        | \$ 5,797                     | \$ 12,365,000        |
| U.S. Treasuries - Due 05/01/25     | 4.44% | 5,530,140            | 24,124                       | 5,572,306            |
| <b>Subtotal</b>                    |       | <b>\$ 17,866,490</b> | <b>\$ 29,921</b>             | <b>\$ 17,937,306</b> |
| <b>Investment Accounts:</b>        |       |                      |                              |                      |
| Florida Prime - SBA                | 4.70% |                      | \$ 32,354                    | \$ 8,135,939         |
| Florida FIT - Preferred Cash Pool  | 4.26% |                      | 26,214                       | 7,038,565            |
| Bank United - Public Funds Reserve | 3.87% |                      | 7,509                        | 2,212,826            |
| <b>Subtotal</b>                    |       |                      | <b>\$ 66,077</b>             | <b>\$ 17,387,330</b> |
| <b>Cash Account:</b>               |       |                      |                              |                      |
| Truist-Hybrid Business Account     | 2.85% |                      | \$ 9,682                     | \$ 6,023,807         |
| Schwab Sweep Account               | 0.05% |                      | 1                            | 15,052               |
| <b>Subtotal</b>                    |       |                      | <b>\$ 9,683</b>              | <b>\$ 6,038,859</b>  |
| <b>Total</b>                       |       |                      | <b>\$ 105,681</b>            | <b>\$ 41,363,495</b> |

### Investment Policy Compliance

#### **Performance Measurements**

Average weighted rate of return on investments is: 4.14%. As of 12/31/24, 3-month U.S. Treasuries were 4.34% and the 1-month Federal Fund Rate was 4.33%. The District's average weighted rate of return on investment of 4.14% 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

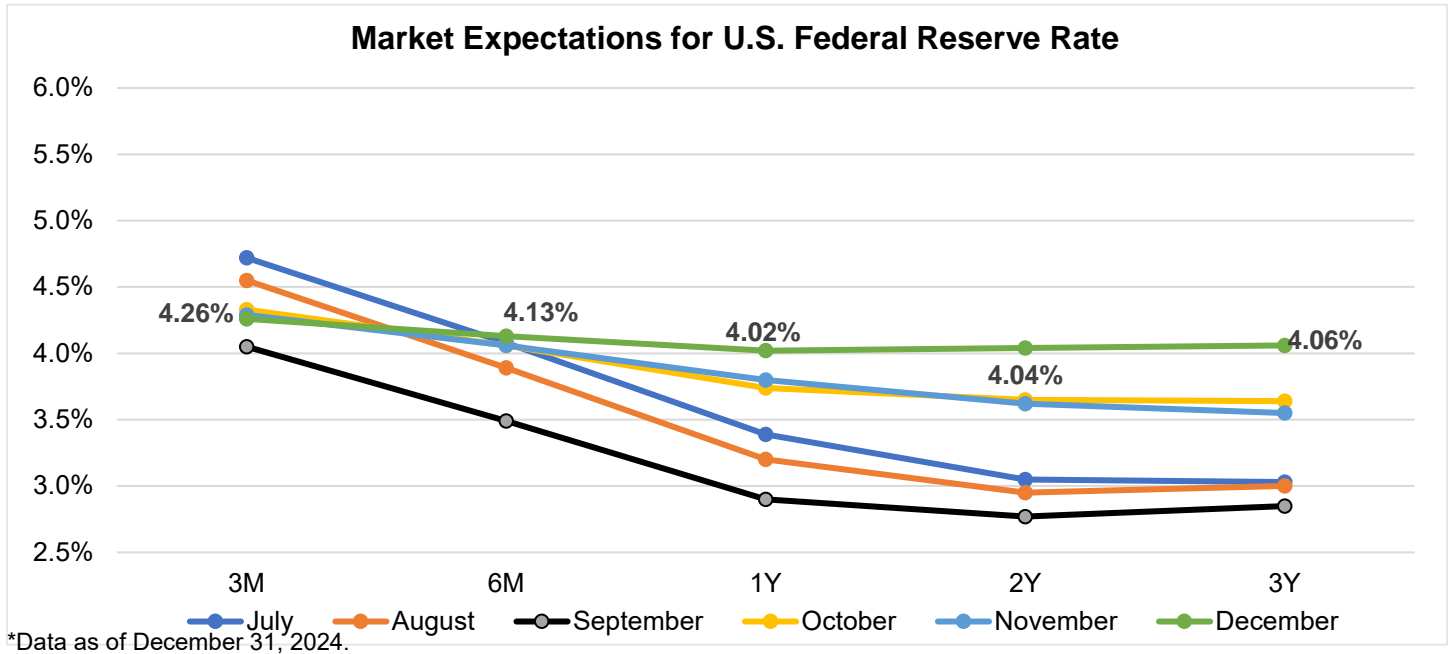
Kevin L. Baker  
BOARD MEMBER

Gordon M. Boggie  
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Dr. Matt H. Rostock  
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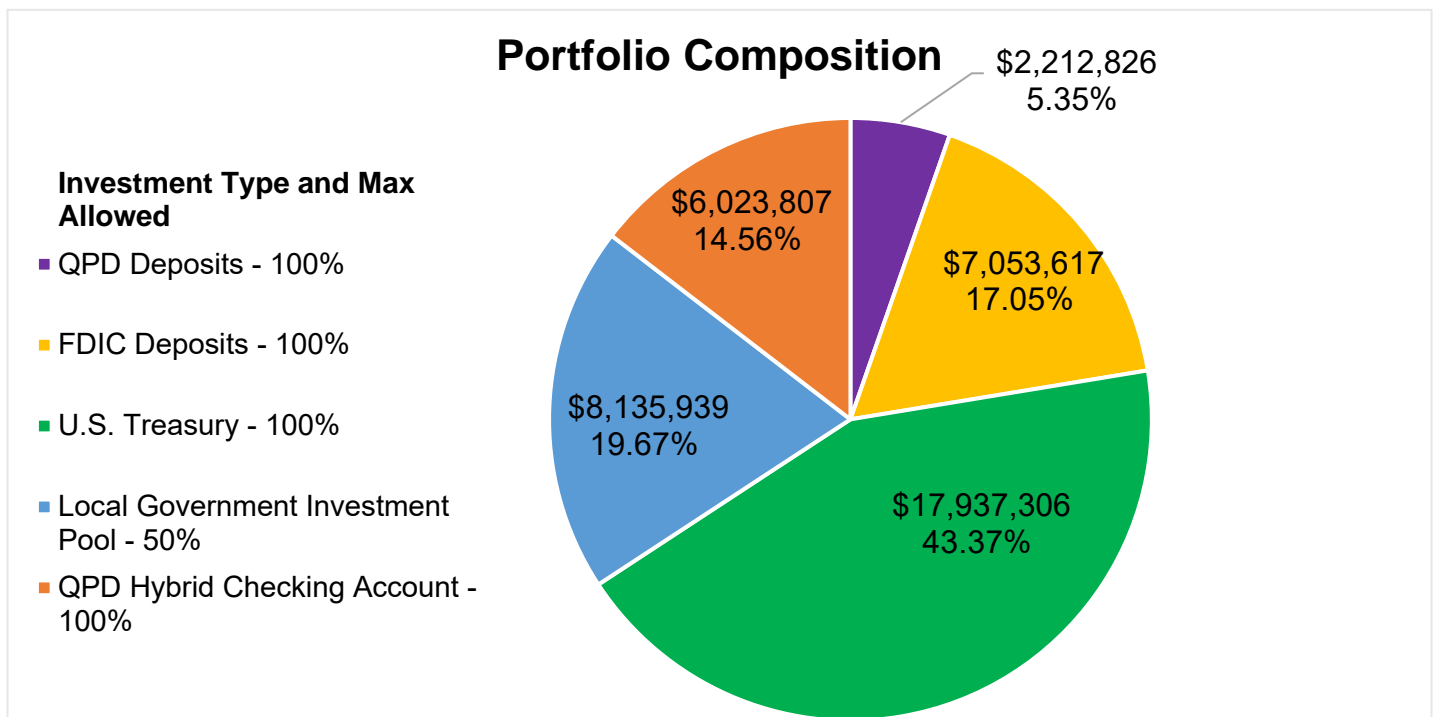
Clinton R. Yerkes  
BOARD MEMBER

In September and December, the Fed lowered rates by 0.50% and 0.25%, respectively, and as illustrated in the chart below, the yield curve is now nearly flat. With these aggressive cuts, there is an arbitrage with what we can earn by investing in our Local Government Surplus Funds versus reinvesting in Treasury bills. The arbitrage exists because of the 50-day weighted average maturity within the Local Government Surplus Funds. This gap will likely close within the next four (4) months, assuming the Fed lowers rates at a slower pace in 2025. We intend to maximize our yield by investing in Local Government Surplus Funds to the extent our investment policy allows, for the next several months, while continuing to monitor rates and the yield curve and reassess our options as conditions evolve.



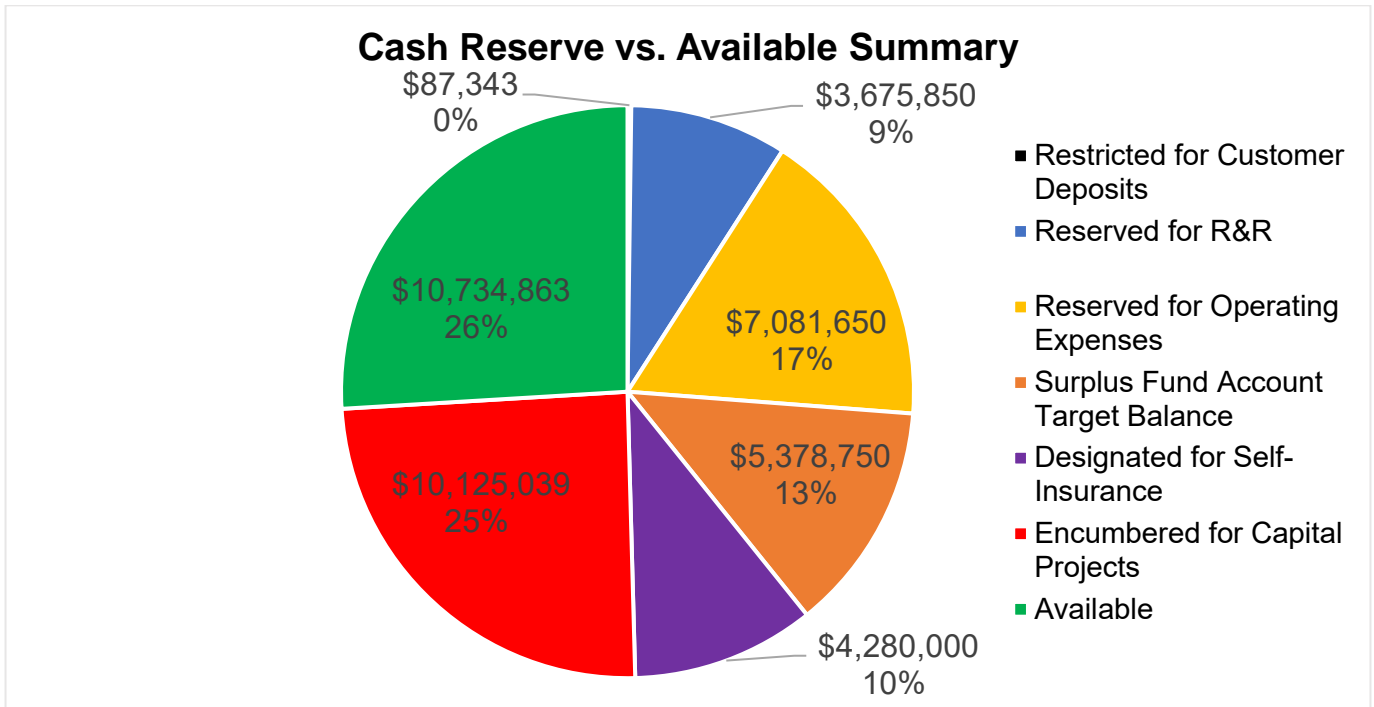
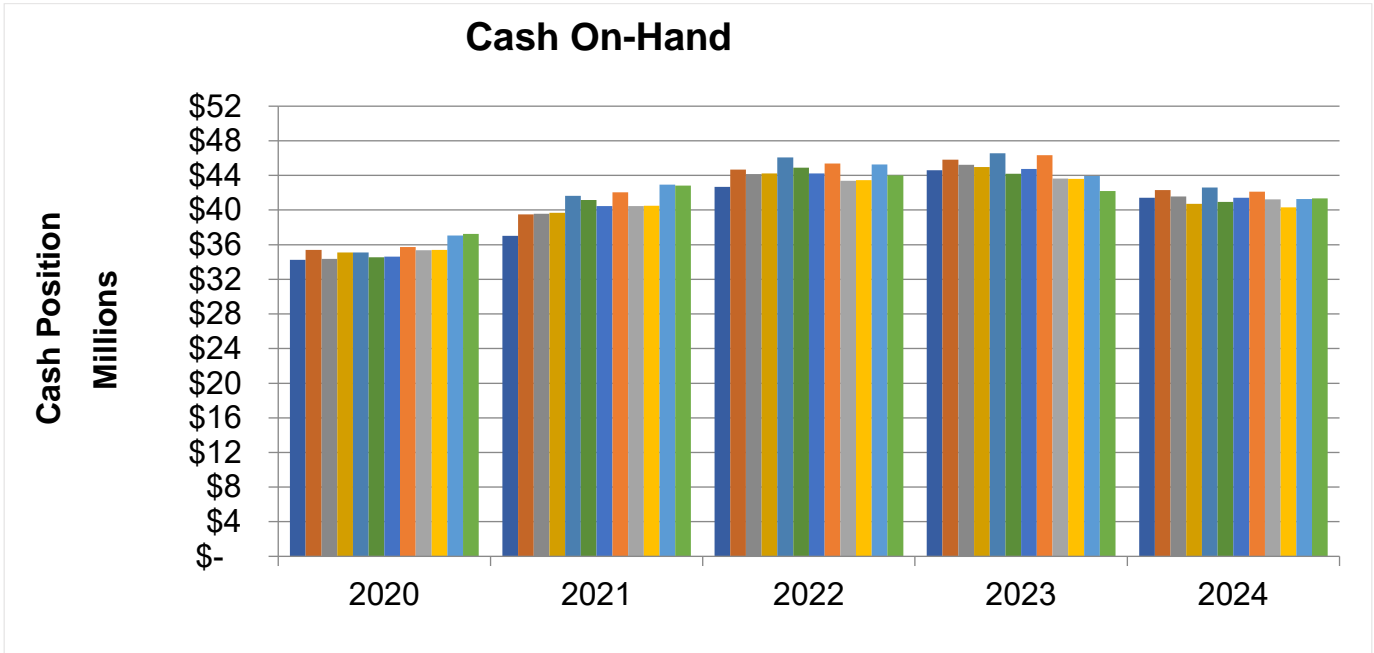
### Portfolio Composition

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 December 2023 was \$42,207,663. Current Cash position is down by \$844,168.



**Financial Information**

- There were no Legal fees billed in December. The fiscal year-to-date total is \$18,120.
- Estoppel fees collected in December totaled \$4,800. The fiscal year-to-date total is \$13,920.
- There was no septage billing in December.
- Developer’s Agreement – There were no new Developer Agreements in December.
- I.Q. Water Agreements – Antigua and New Haven 7A and 7B are past due for November and December; Martinique and Valencia are past due for December.

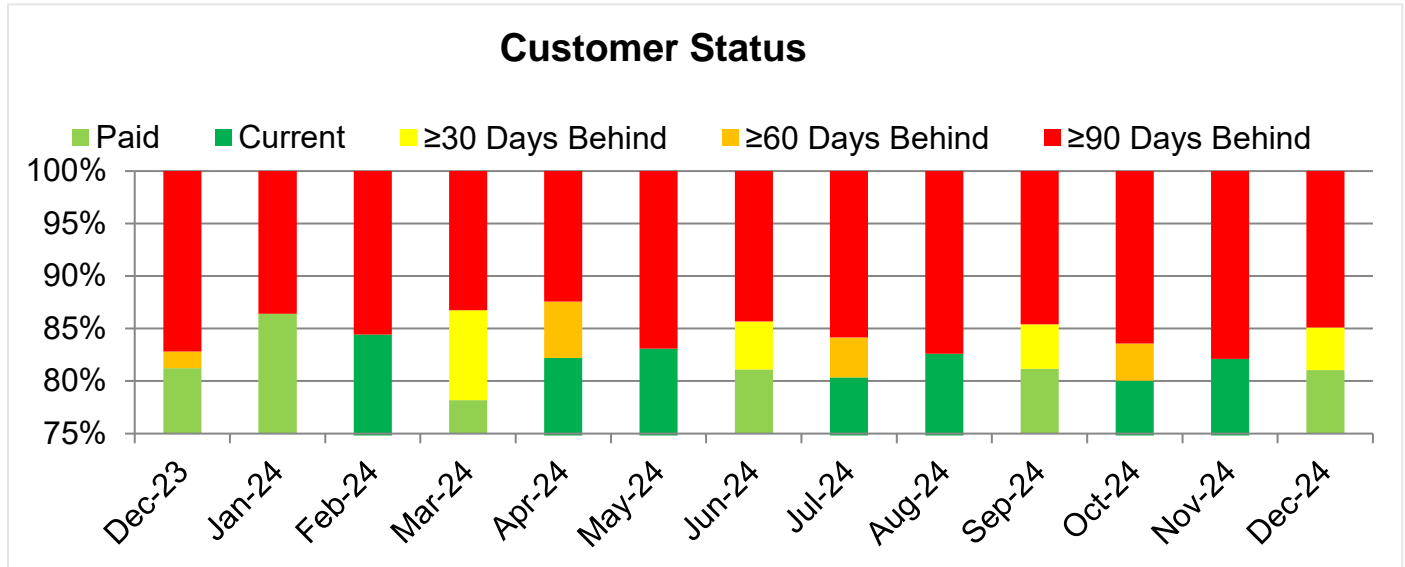
## Summary of Budget vs. Actual

| <i>Budget Benchmark</i><br>25.00%  | Dec-24<br>Actual    | YTD<br>Actual       | FY 25<br>Budget       | Favorable<br>(Unfavorable) | Budget<br>Expended | Dec-23<br>YTD       |
|------------------------------------|---------------------|---------------------|-----------------------|----------------------------|--------------------|---------------------|
| <b>Revenues</b>                    |                     |                     |                       |                            |                    |                     |
| <b>Operating Revenues</b>          |                     |                     |                       |                            |                    |                     |
| Regional Sewer Service             | \$ 1,558,244        | \$ 4,674,454        | \$19,029,455          | \$ (14,355,001)            | 24.56%             | \$4,669,527         |
| Standby Sewer Service              | 10,191              | 30,573              | 100,000               | (69,427)                   | 30.57%             | 29,706              |
| IQ Water Charges                   | 206,581             | 616,576             | 2,500,000             | (1,883,424)                | 24.66%             | 602,551             |
| Admin. and Engineering Fees        | 270                 | 4,117               | 50,000                | (45,883)                   | 8.23%              | 3,042               |
| Other Revenue                      | 14,514              | 100,676             | 500,000               | (399,324)                  | 20.14%             | 117,105             |
| <b>Subtotal Operating Revenues</b> | <b>1,789,800</b>    | <b>5,426,396</b>    | <b>22,179,455</b>     | <b>(16,753,059)</b>        | <b>24.47%</b>      | <b>5,421,931</b>    |
| <b>Capital Revenues</b>            |                     |                     |                       |                            |                    |                     |
| Assessments                        | \$ 485,011          | \$ 637,911          | 1,068,000             | (430,089)                  | 59.73%             | 743,808             |
| Line Charges                       | 1,869               | 29,306              | 400,000               | (370,694)                  | 7.33%              | 22,151              |
| Plant Charges                      | 2,877               | 99,369              | 600,000               | (500,631)                  | 16.56%             | 79,057              |
| Capital Contributions              |                     |                     |                       |                            |                    |                     |
| <b>Subtotal Capital Revenues</b>   | <b>489,757</b>      | <b>766,586</b>      | <b>2,068,000</b>      | <b>(1,301,414)</b>         | <b>37.07%</b>      | <b>845,016</b>      |
| <b>Other Revenues</b>              |                     |                     |                       |                            |                    |                     |
| Grants                             |                     | 3,000               | 200,000               | (197,000)                  | 1.50%              |                     |
| Interest Income                    | 412,703             | 576,895             | 2,242,100             | (1,665,205)                | 25.73%             | 999,485             |
| <b>Subtotal Other Revenues</b>     | <b>412,703</b>      | <b>579,895</b>      | <b>2,442,100</b>      | <b>(1,862,205)</b>         | <b>23.75%</b>      | <b>999,485</b>      |
| <b>Total Revenues</b>              | <b>\$ 2,692,260</b> | <b>\$ 6,772,877</b> | <b>\$ 26,689,555</b>  | <b>\$ (19,916,678)</b>     | <b>25.38%</b>      | <b>\$ 7,266,432</b> |
| <b>Expenses</b>                    |                     |                     |                       |                            |                    |                     |
| Salaries and Wages                 | \$ 645,256          | \$ 1,873,123        | \$8,457,300           | \$ 6,584,177               | 22.15%             | \$1,717,129         |
| Payroll Taxes                      | 43,400              | 130,266             | 600,800               | 470,534                    | 21.68%             | 118,948             |
| Retirement Contributions           | 95,569              | 277,712             | 1,258,300             | 980,588                    | 22.07%             | 255,935             |
| Employee Health Insurance          | 128,411             | 388,338             | 1,891,200             | 1,502,862                  | 20.53%             | 418,070             |
| Workers Compensation Insurance     |                     | 56,145              | 64,500                | 8,355                      | 87.05%             | 64,135              |
| General Insurance                  | 3,994               | 439,446             | 570,250               | 130,804                    | 77.06%             | 456,518             |
| Supplies and Expenses              | 76,579              | 324,316             | 1,234,920             | 910,604                    | 26.26%             | 347,289             |
| Utilities                          | 108,862             | 363,341             | 1,816,020             | 1,452,679                  | 20.01%             | 373,224             |
| Chemicals                          | 62,074              | 125,189             | 474,000               | 348,811                    | 26.41%             | 124,870             |
| Repairs and Maintenance            | 102,928             | 871,816             | 2,491,980             | 1,620,164                  | 34.98%             | 614,023             |
| Outside Services                   | 240,556             | 584,063             | 2,375,280             | 1,791,217                  | 24.59%             | 599,249             |
| Contingency                        |                     |                     | 225,000               | 225,000                    | 0.00%              |                     |
| <b>Subtotal Operating Expenses</b> | <b>1,507,629</b>    | <b>5,433,755</b>    | <b>21,459,550</b>     | <b>16,025,795</b>          | <b>25.32%</b>      | <b>5,089,390</b>    |
| <b>Capital</b>                     |                     |                     |                       |                            |                    |                     |
| Capital Improvements               | \$ 371,812          | \$ 967,554          | 12,917,642            | 11,950,088                 | 7.49%              | 1,805,455           |
| <b>Subtotal Capital</b>            | <b>371,812</b>      | <b>967,554</b>      | <b>12,917,642</b>     | <b>11,950,088</b>          | <b>7.49%</b>       | <b>1,805,455</b>    |
| <b>Total Expenses</b>              | <b>\$ 1,879,441</b> | <b>\$ 6,401,309</b> | <b>\$ 34,377,192</b>  | <b>\$ 27,975,883</b>       | <b>18.62%</b>      | <b>\$ 6,894,845</b> |
| <b>Excess Revenues</b>             |                     |                     |                       |                            |                    |                     |
| <b>Over (Under) Expenses</b>       | <b>\$ 812,819</b>   | <b>\$ 371,568</b>   | <b>\$ (7,687,637)</b> | <b>\$ 8,059,205</b>        |                    | <b>\$ 371,587</b>   |

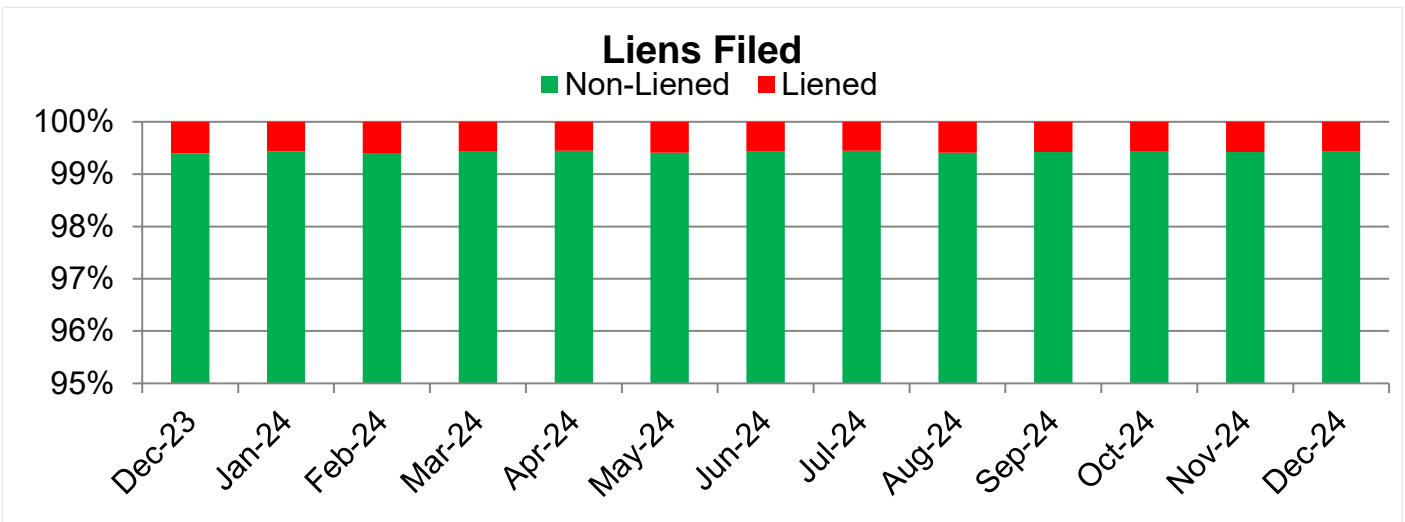
Total Capital expenses incurred and encumbered totalled \$10,105,066 or 78.23% of the capital budget. This includes funds encumbered in a prior fiscal year for projects that stretch across multiple fiscal years.

**Accounts Receivable**

The District’s fourth quarter billing was \$4,675,389, of this amount \$3,742,495 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 80.0% billing.



The District serves approximately 33,485 customers. Currently, the District has 188 liens filed which represent approximately 1.0% of our customers.



**Pending/Threatened Litigation**

- No pending or threatened litigation.



# LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

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

## MEMORANDUM

**TO:** D. Albrey Arrington, Ph.D., Executive Director  
**FROM:** Kris Dean, P.E., Deputy Executive Director  
 Courtney Jones, P.E., Director of Engineering  
**DATE:** January 9, 2025  
**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.

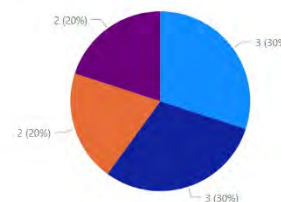
**Average % Complete:** % complete of each project averaged over the overall # of projects.

**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.



> 60 Days Variance (RED) by Delay Cause



Delay Cause  
 ● DESIGN/PERMIT/BID  
 ● LATE START  
 ● CONSTRUCTION DELAYS  
 ● SUPPLY CHAIN ISSUES

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CHAIRMAN

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**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. Positive Variance is behind schedule negative Variance is ahead of schedule


**Finish Date** The current finish date for the project.

**Upcoming** Notable upcoming events on the project.

| Company   | Project Name                                    | PM | % Complete | Finish Variance | Finish Date | Upcoming Task/Submittal   |
|---|---|----|------------|-----------------|-------------|---|
|  | 2966 Jamaica Drive                              | CJ | 95         | -119            | 2/3/2025    | Project is complete and awaiting FDOH clearance approval.   |
|   | Administration and Operations Fire System       | JP | 68         | 321             | 8/2/2025    | Quotes received from two qualified vendors on 11/22/24. Requested quotes from 3 vendors. Review of quotes in process.   |
|   | Administration Bathroom Renovation              | JP | 99         | 26              | 1/10/2025   | Project near completion. Contractor replaced hardware and re-oriented doors on 2 of 3 stalls. Final door and invoicing/payment pending.   |
|   | Aeration Basin Fine Bubble Diffuser Replacement | JP | 3          | 0               | 8/18/2025   | Project schedule to be revised in January to correlate with Anaerobic Selector Zone pilot test project. Findings of this project will determine the number and types of diffusers needed for full scale implementation if determined to be appropriate. |
|   | 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 anticipates present to January Board.  |
|   | Australian and Palm Garden Manhole Adjustments  | CJ | 44         | 31              | 4/30/2025   | PBC R/W Permit received. Coordinating with Felix for construction.  |
|   | Blower Building Intake Louver Replacement       | JP | 52         | 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 of bid documents to solicit bids via Demand Star .                                  |
|   | Clarifier 4 Rehabilitation                      | JP | 19         | 49              | 3/23/2026   | Received final proposal on 1/6/25. Proposal to be on January Board meeting.   |
|   | Data Sonde                                      | BH | 61         | -55             | 3/7/2025    | Finalize asset assimilation.  |

| Company | Project Name   | PM | % Complete | Finish Variance | Finish Date | Upcoming Task/Submittal  |
|---------|--|----|------------|-----------------|-------------|--|
|         | Disaster Recovery Site Setup                             | JC | 25         | 3               | 2/23/2025   | PO Issued 25-0404 for planning and initial hardware purchase. Waiting on receipt kickoff meeting with key staff and consultant for planning and receipt of hardware for main site firewall improvements. |
|         | Door Access Control Replacements                         | JC | 90         | 0               | 1/30/2025   | ER 1, ER 2 and DBF to be completed by 1/17.  |
|         | Emergency Notification System                            | JP | 68         | -154            | 2/27/2025   | Nearly complete with installation of interior devices. Anticipate completion of interior devices by 1/17/25. Anticipate completion of installation of exterior devices by 2/27/25.                       |
|         | Engineering Services Offices                             | CJ | 17         | 0               | 11/24/2025  | Defined scope with preliminary floor plans delayed due to Courtney being out on FMLA. Updated date to mid-February 2025 for submittal.   |
|         | Front End Loader Replacement                             | JP | 99         | -219            | 1/24/2025   | Front end loader delivered to site on 10/30/24. Project close-out and final payment in process . Final payment is pending resolution of issue related to repair invoice to old loader unit.              |
|         | Headworks H2S Monitor - Odor Control System Improvements | JP | 52         | 11              | 4/9/2025    | Received proposals from three (3) qualified vendors. Req to be submitted 1/8/25. Actual delivery time for selected vendor is 3-4 weeks after receipt of PO. Added 11 days to solicitation task.          |
|         | Indian Hills Low Pressure Sewer System                   | CJ | 23         | 47              | 7/19/2025   | Awaiting issuance of Martin County permit.   |
|         | IQ518 Pump Rebuilds                                      | JN | 30         | 0               | 6/9/2025    | Schedule reinstallation of IQ518-P5.   |
|         | JILNOA 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 Rehabilitation        | CJ | 92         | -10             | 1/24/2025   | Staff are coordinating with the contractor for final payment.  |
|         | Lift Station 081 Rehabilitation                          | CJ | 45         | 0               | 4/6/2025    | Project under construction.  |
|         | Lift Station 148 Rehabilitation                          | CJ | 40         | 19              | 4/18/2025   | PO issued. Awaiting schedule and submittals from Hinterland.   |
|         | Lift Station 152 Rehabilitation                          | CJ | 86         | 102             | 3/6/2025    | Field work complete pending final inspections. Coordinating for project closeout.  |
|         | Lift Station 167 Rehabilitation                          | CJ | 46         | 0               | 3/31/2025   | Contractor to submit schedule for mobilization.  |



| Company  | Project Name                                       | PM | % Complete | Finish Variance | Finish Date  | Upcoming Task/Submittal  |
|--|--|----|------------|-----------------|--|--|
|  | Lift Station 177 Power and Control Panel           | CJ | 13         | 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. Working to obtain 3 quotes for required panel. |
|  | Lift Station 230 Rehabilitation                    | CJ | 98         | 0               | 1/14/2025  | Project complete. Coordinating with Contractor for final payment.  |
|  | LP1260 Rehabilitation                              | CJ | 14         | 0               | 4/29/2025  |  |
|  | Main Generator 1 Enclosure Replacement             | JP | 13         | -84             | 7/8/2025   | Project to be CANCELLED by K. Dean. New Genset to be incorporated into future maintenance building project.  |
|  | Mini Excavator                                     | CJ | 83         | -148            | 1/30/2025  | Excavator has been received and payment completed. The equipment trailer required for transport to job sites is delayed with anticipated delivery on 1/9/25. PM/asset creation in EAM is complete for excavator.                 |
|  | Network Hardware Replacement - LS001, LS200, IQ518 | JC | 41         | 0               | 12/18/2025   | PO Issued. Awaiting hardware for deployment.   |
|  | New Ford Transit - Reuse                           | JP | 82         | 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 | 61         | 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 January 2025.  |
|  | Portable Generator Replacement                     | JN | 14         | 35              | 9/19/2025  | Coordinate with Vendors for quotes   |
|  | Portable Pump Replacement                          | JN | 21         | 0               | 11/2/2025  | Coordinate with Vendors for quotes   |
|  | River Center Passenger Van                         | JP | 33         | 49              | 10/18/2025   | PO issued 12/20/24. Delivery of vehicle is pending.  |
|  | 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 | 151        | 11/17/2024      | GIS has been configured. Working with Engineering to deploy maps |  |

| Company  | Project Name   | PM | % Complete | Finish Variance | Finish Date | Upcoming Task/Submittal   |
|--|--|----|------------|-----------------|-------------|---|
|  | Sludge Polymer Make Up System                        | JP | 26         | 70              | 10/8/2025   | Quotes received and Requisition sent to K. Dean on 1/3/24. Evaluation of quotes and processing was delayed due to holidays. Lead time is 8-10 weeks.  |
|  | Sludge Storage Tank Fine Bubble Diffuser Replacement | JP | 0          | 0               | 7/4/2025    | Project schedule to be revised in January to correlate with Anaerobic Selector Zone pilot test project. Findings of this project will determine the number and types of diffusers needed for full scale implementation if determined to be appropriate. |
|  | Trailer Caddy  | JP | 28         | 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 on 1/21/2025.  |
|  | Unit 14 Replacement - Construction                   | JP | 78         | 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 | 100        | 81              | 12/20/2024  | Vehicle arrived 12/16/24. Final payment issued 12/20/24. Project is COMPLETE.   |
|  | 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 | 93         | 131             | 2/8/2025    | Delivery of vehicle pending. Delivery scheduled for 1/9/25. Added 16 days to account for firm delivery date.  |
|  | Unit 27 Replacement - Reuse                          | JP | 29         | 38              | 1/7/2026    | PO issued 11/25/24  |
|  | Unit 29 Replacement - Collections                    | JP | 29         | 0               | 1/6/2026    | PO issued 11/25/24  |
|  | Unit 63 - New F550 Crane - Construction              | JP | 29         | 24              | 12/24/2025  | PO issued 11/25/24. Delivery of vehicle pending.  |
|  | WWTP Electrical Upgrades - Phase 1                   | JP | 86         | 238             | 2/21/2025   | Quotes previously requested from Hinterland. Submission of quote is delayed. Schedule adjusted assuming quote submitted by 1/31/2025 and presentation at Feb. 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.

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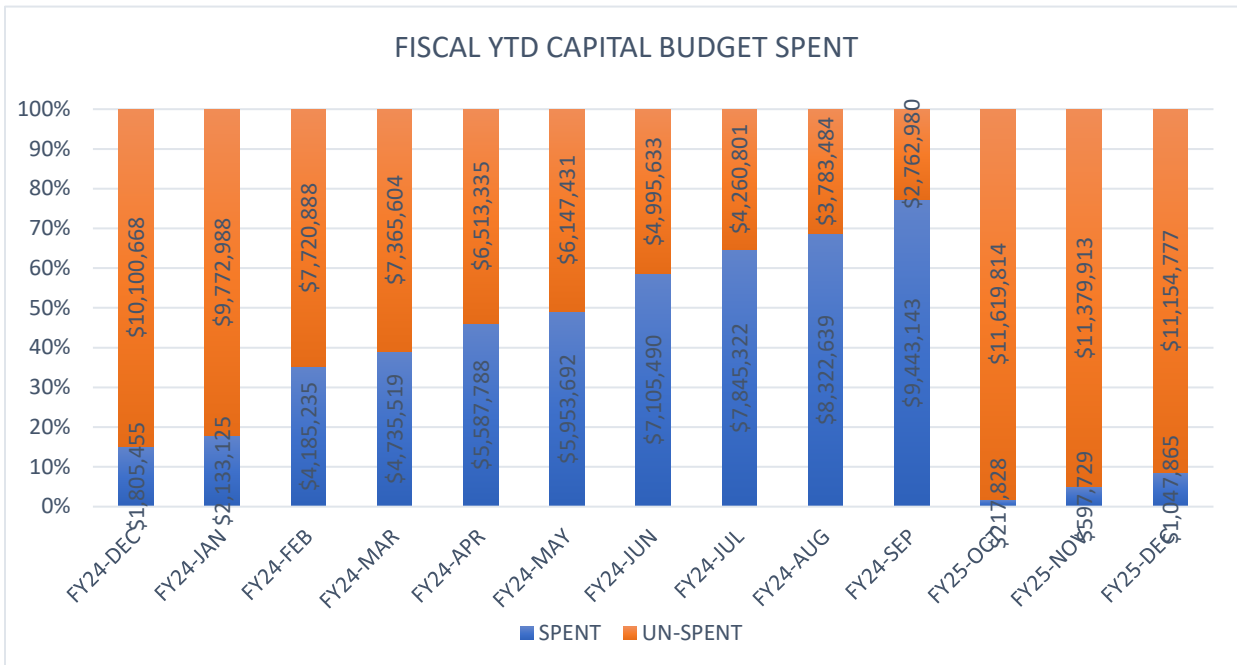
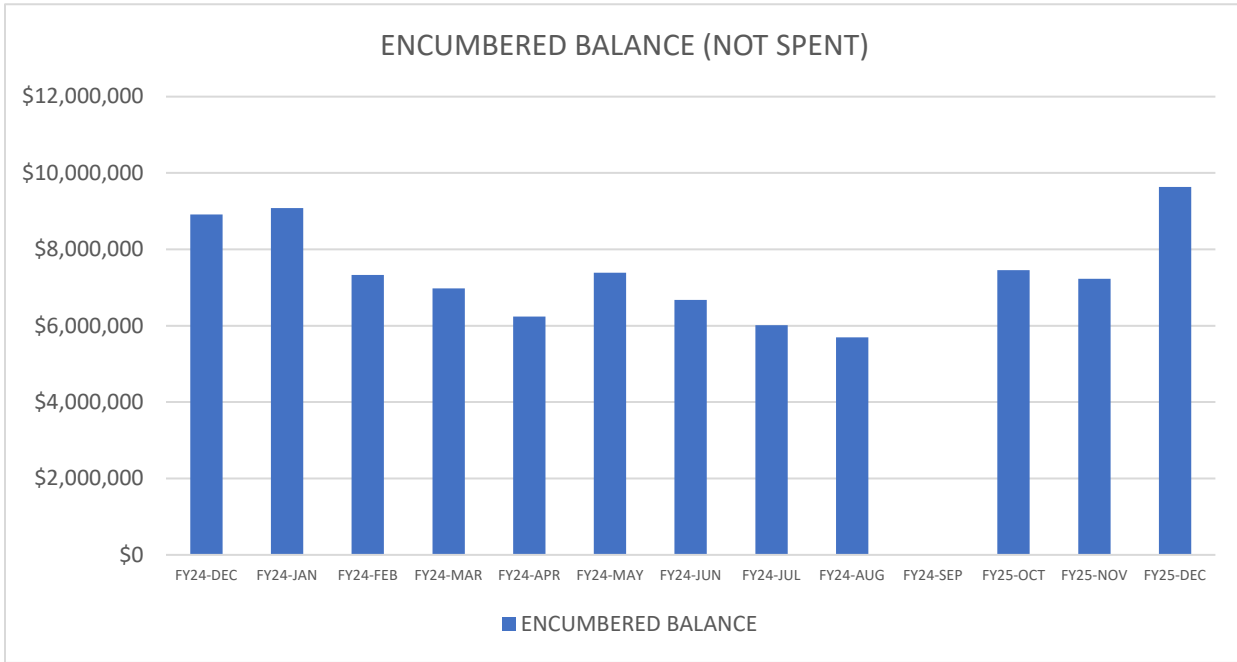
**Finish Date** The current finish date for the project.

**Upcoming** Notable upcoming events on the project.

| Company   | Project Name  | PM | % Complete | Finish Variance | Finish Date | Upcoming Task/Submittal  |
|---|---|----|------------|-----------------|-------------|--|
|    | Anaerobic Selector Zone Pilot Testing and Process Blower Improvements | BP | 19         | 0               | 7/9/2026    | LRECD Board approved Xylem proposal and B&W contract extension amendment at 12/19/24 meeting. PO was sent to B&W on 1/2/25 to begin coordination with Xylem. Continue to coordinate with Xylem. Review shop drawings and begin installation by 9/1/2025. |
|   | A Structure and B Structure Rehabilitation                            | AR | 70         | 0               | 9/18/2025   | Completing bid documents. Bid advertisement is expected by 6/19/25.  |
|   | Headworks Rehabilitation  | AR | 70         | 0               | 9/18/2025   | Completing bid documents. Bid advertisement is expected by 6/19/25.  |
|   | IQ518 Electrical and IC Upgrades                                      | SP | 17         | 0               | 12/18/2025  | Kick-off meeting scheduled for 1/17/25. Submit Pre-Final (75%) Design by 6/2/25.   |
|   | Lift Station 200 Rehabilitation and Upgrades                          | SP | 0          | 0               |             | Provided LOTO Certifications from EDA on 12/23/24. Provided response to question on louvers on 1/6/25. Provide final SOW for approval by 1/10/25.  |
|   | Lift Station Control Panel Replacement and Telemetry                  | RT | 0          | 0               | 2/18/2027   | Bidding Services to commence 6/26/25.  |
|   | Vacuum Truck Dump Facility  | JH | 16         | 0               | 9/26/2025   | Field work completed by Radise and Ritzel-Mason. Expecting survey by 1/10/25. 75% due 3/13/25.   |
|  | Wastewater Utility Risk and Resilience Assessment                     | AG | 26         | 0               | 7/31/2025   | 12/1-12/31 Carollo completed the Workshop #1 asset threat characterization and site visits for the first week of December. Carollo began compiling site visit information and developing site vulnerabilities.   |
|  | Country Club Drive Cascading System                                   | MP | 0          | 0               |             | No activity  |
|   | Lift Station 050 Emergency Generator                                  | CM | 6          | 0               | 1/20/2026   | **COMPLETED:** Reviewed submittals for hatch covers and precast structures <<<=====>>> **UPCOMING:** Contractor to submit shutdown and bypass plan for approval, addtl. submittal reviews  |

| Company  | Project Name  | PM | % Complete | Finish Variance | Finish Date | Upcoming Task/Submittal   |
|--|---|----|------------|-----------------|-------------|---|
|   | Lift Station 082 Conversion                         | MP | 93         | 0               | 4/25/2025   | **COMPLETED:** Drop Pipe Install, Structural Mods and rebar, Elect. Panel Rack & Antenna Install, Conduit, TOJ Sidewalk and Gutter, Pay App 4 and COs <<<<=====>>>> **UPCOMING:** Slab Pours, Gen Install, Control Panel install, startup |
|  | Lift Station Cellular Telemetry                     | PV | 86         | 51              | 4/30/2025   | **COMPLETED:** Partial I/O checkouts, LS-193 mostly complete, NPBCID permit closed-out <<<<=====>>>> **UPCOMING:** Continue I/O checkouts, Revere troubleshoot issue with SCADA field measurement discrepancy, final punchlist.           |
|   | 20 Acre Site Remediation                            | TM | 48         | 0               | 9/18/2025   | SFWM permit re-submittal deadline 1/10/2025.  |
|   | AC Force Main Replacement - A1A                     | SS | 37         | -89             | 1/17/2026   | Waiting on LRD 90% comments. Submitting permit apps to PBC and TOJ as required  |
|  | County Line Road Utility Relocations                | SS | 20         | 0               | 11/23/2025  | Bid Opening - January 7, 2025   |
|  | Loxahatchee River Subaqueous Force Main Replacement | JC | 15         | 56              | 9/17/2025   | FEC Permitting and Construction NTP.  |

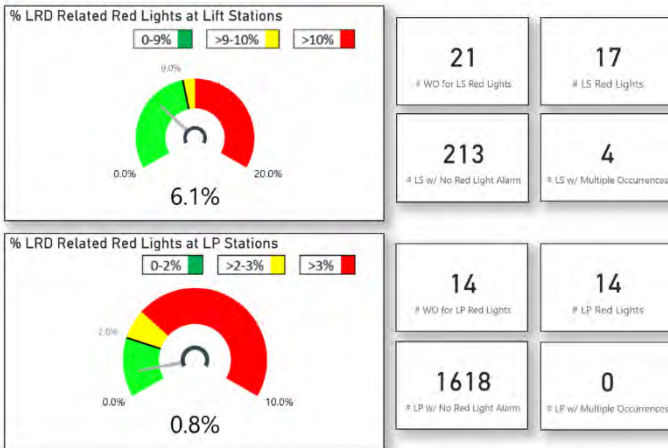
**Capital Budget – FY24-SEP encumbered balance is not available.** FY24-SEP Fiscal YTD Capital Budget Spent has been updated based on paid invoices for work through 9/30/2024 that were paid through October. Spending in FY24 based on the latest update is \$9.4M (77%).



## COLLECTIONS AND REUSE

**Lift Station Red Lights:** This month the system experienced 35 total red lights. 21 lift station red lights (with 4 stations experiencing multiple red light events) and 14 low pressure red lights (with 0 stations experiencing multiple red light events).

**Red Light Emergency Call Work Orders Dashboard**  
December 2025

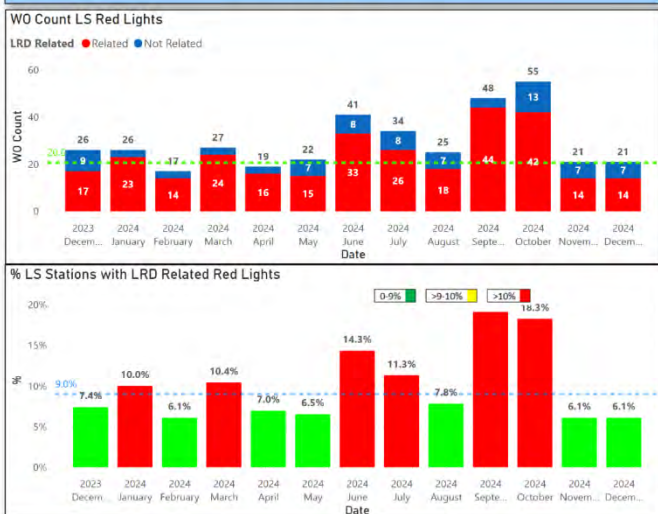


**Red Light Emergency Call Work Orders Dashboard**  
September 2024 through November 2024

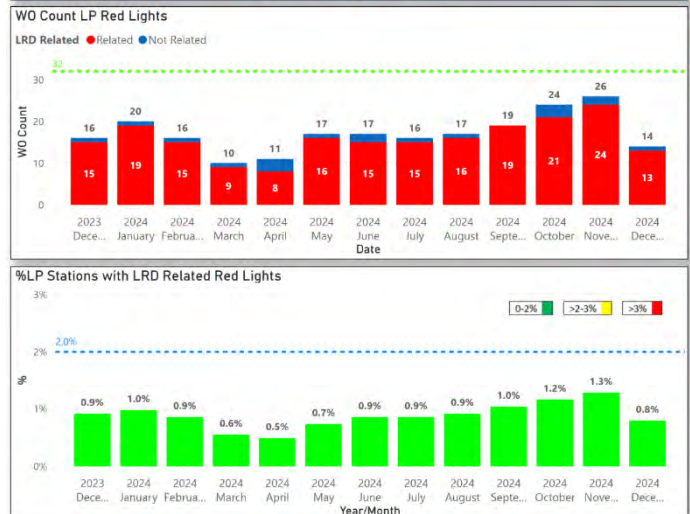


Work Order counts due to red lights exclude red lights due to FP&L power failure since staff have no mechanism to impact FP&L performance during inclement weather or other power outages. Staff continue to include FP&L power outages in the 3-month rolling average for repeat stations and work order counts 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**  
12/1/2023 through 12/31/2024

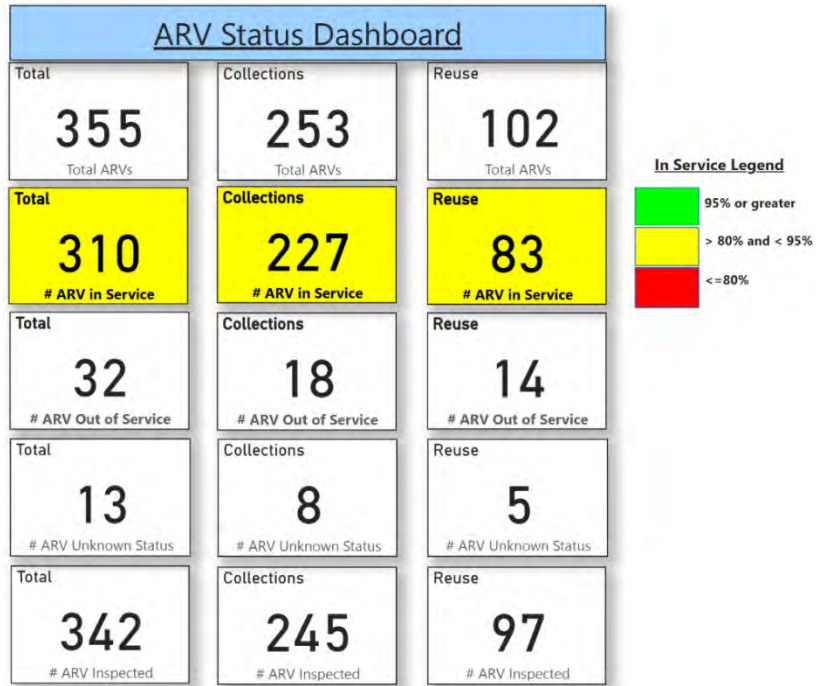


**Emergency Call Work Order Low Pressure: Trend**  
12/1/2023 through 12/31/2024





## AIR RELEASE VALVES



## WETWELL CLEANING



## UNAUTHORIZED DISCHARGES (fka SANITARY SEWER OVERFLOWS)

There were 4 unauthorized discharges in the collection-transmission-distribution system this month.

- 01 - IQ518-STRAINER-03 2gal failed packing Barbados Drive 12-05-2024
- 02 - LS017-FM01 40 gal damaged 6-inch DI pipe Cicle E 12-12-2024
- 03 - LP1661-WW 5 gal no power Coconut Ave 12-19-2024
- 04 - LP0199-WW 15 gal failed 2-inch LP service W Riverside Drive 12-30-2024

Field Sewage and IQ SSO Summary: 13 Month

### Unauthorized Discharge FIELD : KPI

| Field Sewage Unauthorized Discharge by Month |             |               |                          | Field IQ Unauthorized Discharge by Month |             |               |                          |
|--|-------------|---------------|--------------------------|--|-------------|---------------|--------------------------|
| Date   | Occurrences | Total Gallons | Impacting Surface Waters | Date                                     | Occurrences | Total Gallons | Impacting Surface Waters |
| December 2023                                | 3           | 45            | 0                        | December 2023                            | 2           | 220           | 0                        |
| January 2024                                 | 2           | 25            | 0                        | January 2024                             | 0           | 0             | 0                        |
| February 2024                                | 5           | 2,405         | 1                        | February 2024                            | 1           | 900           | 1                        |
| March 2024                                   | 2           | 50            | 0                        | March 2024                               | 0           | 0             | 0                        |
| April 2024                                   | 1           | 2,858         | 0                        | April 2024                               | 0           | 0             | 0                        |
| May 2024                                     | 2           | 30            | 0                        | May 2024                                 | 1           | 1             | 0                        |
| June 2024                                    | 1           | 20            | 0                        | June 2024                                | 1           | 238           | 0                        |
| July 2024                                    | 5           | 150           | 0                        | July 2024                                | 0           | 0             | 0                        |
| August 2024                                  | 5           | 2,270         | 0                        | August 2024                              | 0           | 0             | 0                        |
| September 2024                               | 4           | 70            | 0                        | September 2024                           | 0           | 0             | 0                        |
| October 2024                                 | 3           | 69            | 0                        | October 2024                             | 1           | 200           | 0                        |
| November 2024                                | 6           | 81            | 0                        | November 2024                            | 0           | 0             | 0                        |
| December 2024                                | 3           | 60            | 0                        | December 2024                            | 1           | 2             | 0                        |
| <b>Total</b>                                 | <b>42</b>   | <b>8,133</b>  | <b>1</b>                 | <b>Total</b>                             | <b>7</b>    | <b>1,561</b>  | <b>1</b>                 |

**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



# LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

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D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

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

## MEMORANDUM

TO: Albrey Arrington, Ph.D., Executive Director  
FROM: Jason A. Pugsley, P.E., Operations – Plant Manager  
DATE: January 10, 2025  
SUBJECT: December 2024 Operations Department Monthly Report

### Treatment Plant Monthly Performance Summary

Overall, the month of December was productive with all monthly reports prepared and submitted on time. There were no permit exceedances this month. The wastewater treatment plant performed well this month, with most process performance parameters meeting expected standards. However, operational challenges were encountered due to elevated seasonal influent CBOD and TSS loadings. These increased influent loadings led to a reduction in the desired ammonia conversion and impacted sludge settleability, highlighting areas for process improvement when managing high organic and suspended solids inputs. Despite these challenges, the plant continued to operate effectively and met all effluent treatment standards. The influent flow to the plant were on the same magnitude as the previous month.



**Stephen B. Rockoff**  
CHAIRMAN

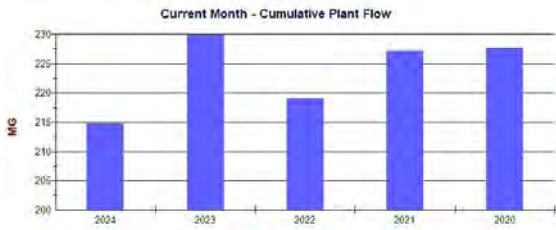
**Kevin L. Baker**  
BOARD MEMBER

**Gordon M. Boggie**  
BOARD MEMBER

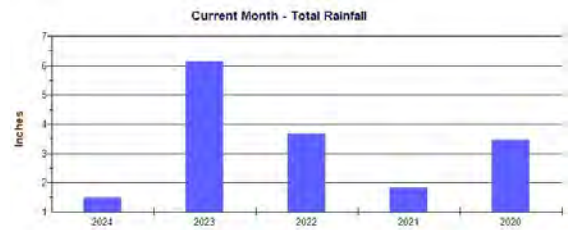
**Dr. Matt H. Rostock**  
BOARD MEMBER

**Clinton R. Yerkes**  
BOARD MEMBER

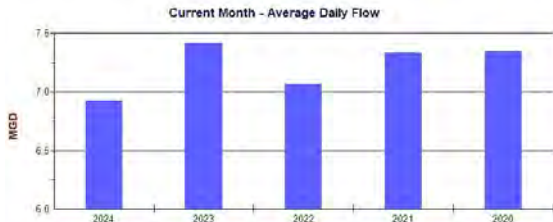
Graphical summaries of the plant flows and rainfall during the month of December, including comparisons with plant flows during the previous month (i.e., November 2024), are presented below.



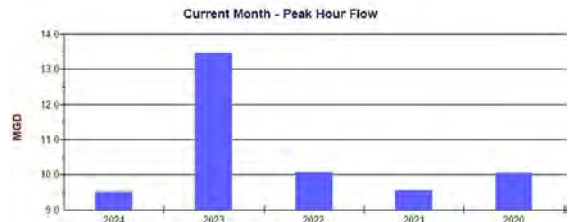
The Cumulative Influent Flow to the plant for the month of December was 214.67 million gallons. This is slightly greater than the November flow of 207.52 million gallons.



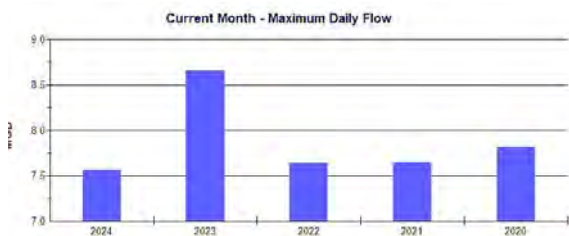
1.48 inches of total rainfall was recorded at the plant site during the month of December. This is greater than the November rainfall recorded of 0.74 inches.



The Average Daily Flow (ADF) for the month of December was recorded at 6.92 MGD which is identical to the ADF recorded during the month of November and 7.42 MGD during December 2023.

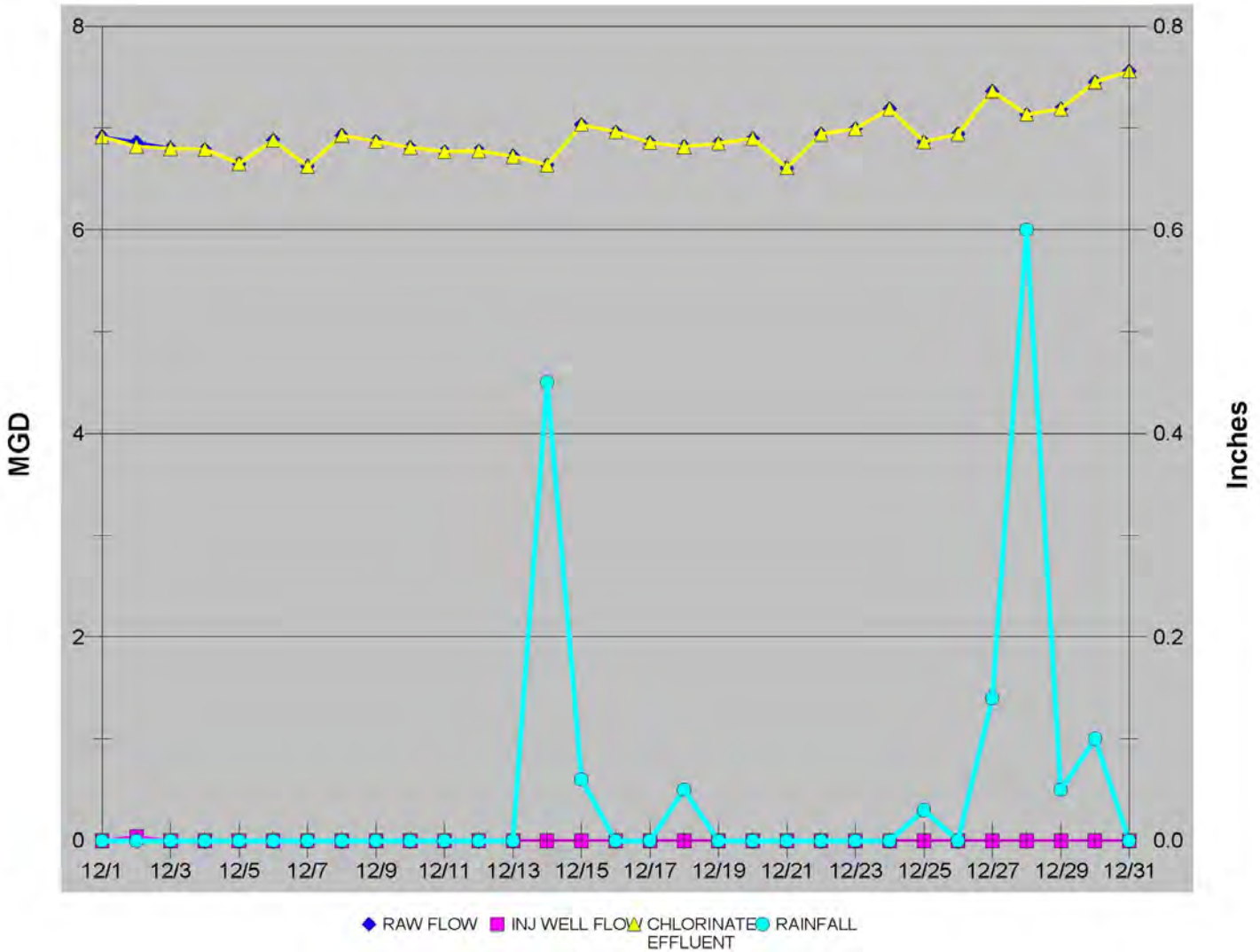


The Peak Hour Flow (PHF) for December was 6,597 GPM which equates to an equivalent daily rate of 9.50 MGD. This is on the same order of magnitude of the PHF for November of 6,083 GPM (8.76 MGD).



The Maximum Daily Flow (MDF) in December was 7.56 MGD. This is slightly higher than the MDF for November of 7.21 MGD.

For the month of December, 99.98% or 214.63 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 0.04 MG of blended effluent was diverted to the deep injection well for disposal. The plant delivered a total of approximately 209.28 million gallons of IQ water to the reuse customers during the month of December.



Year to date (i.e., Calendar Year 2024), approximately 77.41% 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 2,181.10 million gallons.

The Operations Dashboard for the month of December 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

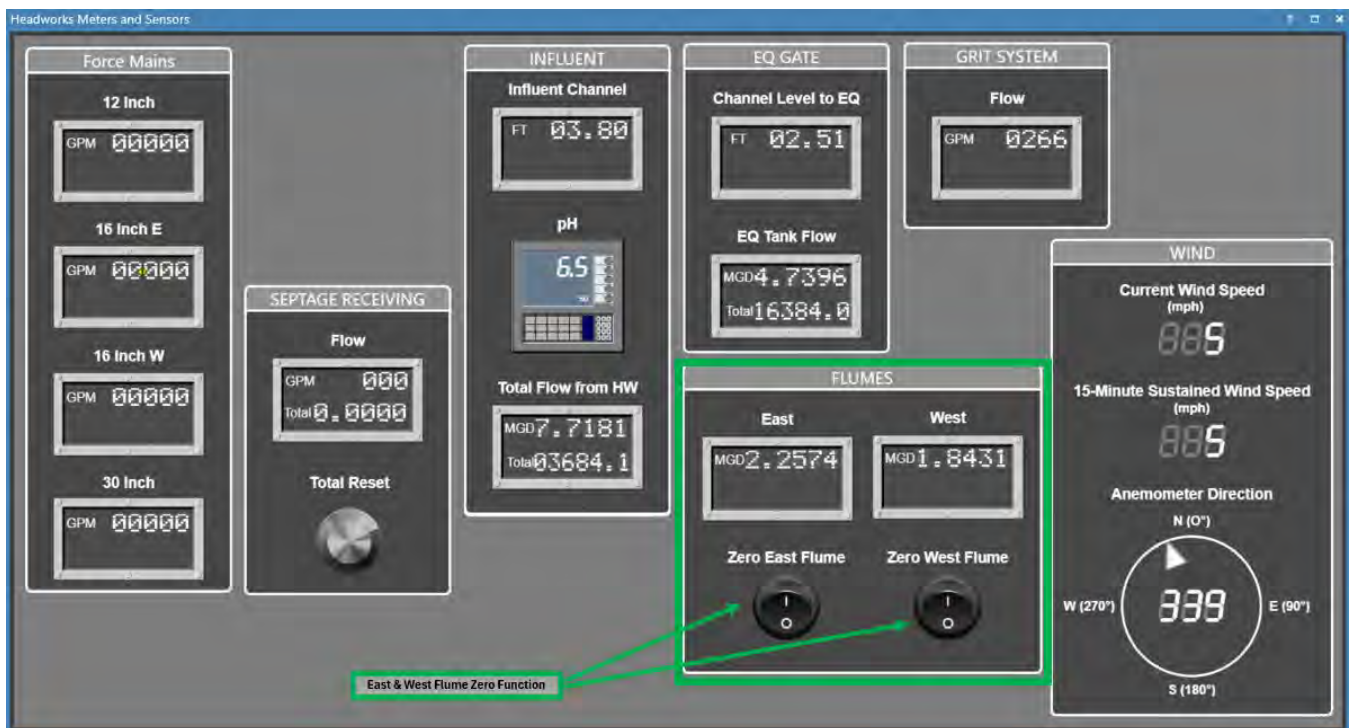


| Plant                            |                          |                  |                    |                           |                                 |                    |                    |                                |              |                                | Pre-Treatment        | 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) |
| <b>Green Level</b>               | ≤ 70%                    | ≥0.9 - ≤1.1      | ≥30 - ≤40          | ≥0.3 - ≤0.8               | ≤ 200                           | < 10               | Zero               | ≤ 85                           | ≥14.5        | ≥-0.3 - ≤0.3                   | <15                  | <1298                               |
| <b>Yellow</b>                    | ≤ 80%                    | ≥0.8 - ≤1.2      | ≥25 - ≤45          | ≥0.2 - ≤1.0               | ≤ 250                           | < 15               |                    | ≤ 100                          | ≥13.5        | ≥-0.6 - ≤0.6                   | ≤25                  | ≤1578                               |
| <b>Red</b>                       | > 80%                    | <0.8 - >1.2      | <25 - >45          | <0.2 - >1.0               | > 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 Dec                         | 64.74%                   | 0.92             | 30.47              | 0.74                      | 256                             | 9.7                | 0                  | 88.32                          | 16.16        | 0.33                           | 14                   | 1218                                |
| 2024 Jan                         | 66.32%                   | 0.90             | 28.68              | 0.80                      | 233                             | 8.7                | 0                  | 98.10                          | 16.17        | 0.12                           | 14                   | 1209                                |
| Feb                              | 67.47%                   | 0.85             | 28.50              | 0.73                      | 216                             | 10.6               | 0                  | 76.68                          | 15.68        | 0.64                           | 15                   | 1239                                |
| Mar                              | 67.24%                   | 0.91             | 35.32              | 0.71                      | 195                             | 10.1               | 0                  | 67.38                          | 15.29        | 0.41                           | 17                   | 1101                                |
| Apr                              | 65.92%                   | 0.89             | 35.98              | 0.74                      | 193                             | 9.6                | 0                  | 54.74                          | 15.68        | 0.41                           | 15                   | 1133                                |
| May                              | 63.14%                   | 0.89             | 35.57              | 0.76                      | 239                             | 7.7                | 0                  | 60.63                          | 15.39        | 0.76                           | 14                   | 1146                                |
| Jun                              | 60.33%                   | 0.96             | 34.67              | 0.82                      | 269                             | 6.4                | 0                  | 62.36                          | 15.47        | 0.22                           | 9                    | 1173                                |
| Jul                              | 58.50%                   | 0.99             | 32.35              | 0.86                      | 324                             | 6.8                | 0                  | 66.34                          | 15.70        | 0.21                           | 10                   | 1075                                |
| Aug                              | 58.50%                   | 1.01             | 24.19              | 1.04                      | 244                             | 5.8                | 0                  | 86.86                          | 15.40        | 0.31                           | 14                   | 1098                                |
| Sept                             | 60.07%                   | 1.02             | 27.00              | 1.03                      | 263                             | 4.8                | 0                  | 116.06                         | 15.37        | 0.60                           | 14                   | 1082                                |
| Oct                              | 63.80%                   | 1.05             | 30.12              | 0.89                      | 307                             | 6.7                | 0                  | 118.83                         | 16.15        | 0.72                           | 12                   | 1159                                |
| Nov                              | 64.74%                   | 0.99             | 36.49              | 0.63                      | 275                             | 6.6                | 0                  | 67.86                          | 15.36        | -0.10                          | 14                   | 1089                                |
| Dec                              | 64.68%                   | 0.87             | 29.79              | 0.60                      | 277                             | 10.3               | 0                  | 76.99                          | 15.37        | 0.21                           | 18                   | 1130                                |
| Consecutive Months at Green      | 128                      | 0                | 0                  | 2                         | 0                               | 0                  | 44                 | 2                              | 24           | 2                              | 0                    | 19                                  |
| Metric Owner                     |                          |                  |                    |                           |                                 |                    |                    |                                |              |                                |                      |                                     |

| Metric     | Explanation   |
|------------|---|
| SRT        | Plant operators lowered the solids retention time (SRT), in an effort to maintain a desired mixed liquor suspended solids (MLSS) in the aeration basin. The MLSS had begun to increase with higher seasonal flows and loadings which is typical this time of year. High MLSS can lead to poor settleability, and detrimental downstream effects if not controlled.  |
| Aerbay NH3 | Ammonia (NH3) conversion trended unfavorably due to an increase in influent loadings to the treatment plant which in turn had seasonally high concentrations of NH3. Staff worked to make adjustments by increasing the amount of dissolved oxygen in the aeration basin to combat this increase in NH3.  |
| SVI        | The higher than desired SVI reported this month was due to periods of increased loadings entering the treatment plant. Operators worked to lower the SRT by increasing the amount of waste activated sludge (WAS) which removes solids under treatment, to reduce the MLSS. The increased loading also brought on an increase in 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. Operators applied chlorine to the RAS four times during the month which caused the SVI to improve after dosing. |
| TSS        | Secondary clarifier total suspended solids (TSS) trended unfavorably due to decreased NH3 conversion, and higher than desired SVI. Operators continue to monitor these variables and are seeing improvements with increased RAS chlorination, reducing the SRT, and maintaining stable NH3 conversion.  |

## Treatment Plant:

Operations Staff continued to perform routine monitoring, sampling and general maintenance of equipment and structures. Staff also worked with a qualified system integrator and the District's SCADA specialist to make strategic improvements to headworks, plant influent flow metering controls. Influent flow to the headworks is recorded using three (3) separate flow recording devices which includes two (2) Parshall flumes located at the headworks as well as an inline magnetic flow meter located on the discharge side of the Equalization Return Pump station. Parshall flumes are open channel type flow meters which measure the water depth through a known throat section which is factory tested and calibrated. They are extremely simplistic and reliable. However, since they rely on liquid level readings, when the meters are taken offline for maintenance, they provide erroneous flow data unless the level instrument is disabled. This erroneous data creates additional issues during the preparation of the monthly regulatory reports since this data is used in the calculation to determine the total plant influent flow. To eliminate this issue, the headworks SCADA interface screen was updated to include ON-OFF "switches" for each flume. During periods of maintenance, Staff will turn the respective flume OFF which will automatically record a zero-flow value for the flume until such time that the flume is returned to service and the instrument signal turned back ON. This an incredibly useful tool that eliminates the need for tedious manual data entry during the preparation of the monthly reports. It also reduces the chances for inaccurate data being recorded on the monthly regulatory reports.



Over the last couple of months, the District’s Industrial Pretreatment (IPT) coordinator and Josmar Nunez (IT Help Desk Technician) worked closely to develop an informative and useful website which outlines the program elements of the District’s IPT program. The intent of the website was to provide a centralized location for sharing important information about the Program with various stakeholders, including industries, regulatory agencies, local communities and the general public. The idea was borne out of daily interactions with customers and the realization that there was currently no means for them to electronically access information which outlines the Program requirements as well as specific forms related to the various IPT program elements including the District’s Interceptor Management Program and Dental Amalgam Program. The website also includes links to regulatory resources published by the EPA and FDEP as well as a series of Frequently Asked Questions (FAQs) for each of the program elements. For convenience and to improve the likelihood of customer engagement, Staff also created a dedicated QR code for the website. By utilizing the QR code customers are able to directly access the IPT program website without having to navigate through the District’s main website. The QR code will be added to standard form documents and letters prepared by the IPT program. One other interesting item to note which occurred in the last couple of months related to the IPT program is that the District took delivery of the new IPT Program vehicle. This is the first time in which the District purchased a vehicle specifically for the IPT Program. The truck was equipped purposely based on the daily work tasks performed by the IPT coordinator. Program specific decaling was also added to increase visibility and customer engagement. The QR code was also added for convenience as well.





Lastly, but certainly not least, I wanted to recognize one of the District's wastewater treatment plant operators, Julian Bonilla, on acquiring a Florida Department of Environmental Protection (FDEP), Wastewater Treatment Plant "A" Operators License. Julian has been with the District since February 2021 and from day one has been laser focused on reaching this goal. Prior to this achievement, Julian was able to acquire both his Class C and B licenses in record time. Well, I am happy to report that Julian kept his streak alive and acquired his Class A WWTP Operators license fourteen (14) months ahead of schedule and, of course, in record time. Julian's ability to complete this milestone ahead of schedule highlights both his skill and commitment to excellence. This achievement is a testament to his hard work and determination. Please be sure to congratulate Julian on this achievement if you happen to see him.

### **Maintenance Department:**

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

During the month, Maintenance Team members coordinated with the manufacturers service representative for the drive mechanism at Clarifier No. 3 to make necessary repairs to the two (2) scum skimmer arms. The repairs were necessary to realign and level the arms which had begun to droop toward the ends. The skimmer arms need to be level to ensure consistent and efficient operation in removing surface debris and scum from the water. A level skimmer arm ensures that the skimming action is uniform across the entire surface, preventing uneven removal and potential clogging. If the arm is not level, it may cause the skimmer to either skim too high, missing debris, or too low, leading to inefficient operation and unnecessary wear. Maintaining a level arm optimizes the clarifier's performance, improving water quality and minimizing operational issues. To address the issue the manufacturer welded a strong back, steel tube support to both arms. The neoprene wiper blades were also replaced as part of the work.



Lastly, Maintenance Staff members completed necessary electrical service upgrades to the former Busch Wildlife Sanctuary (BWS) service vehicle access gate. This gate provides vehicular access control to the driveway and the former BWS space directly south of the headworks structure. As part of the restoration of the site by BWS during their exit, the electrical service to the gate was demolished, leaving the gate inoperable. Since this time, Staff have been utilizing a set of 12-volt batteries to maintain power to the gate operator. Staff evaluated viable alternatives to extend permanent power to the gate and determined that the station could be serviced through the existing electrical lighting panel at the former BWS Discovery Center. The work included trenching and installation of the required conduit and cabling between the gate and the Discovery Center.





# LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

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D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

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

## MEMORANDUM

TO: Albrey Arrington, Ph.D., Executive Director  
FROM: Bud Howard, Director of Information Services  
DATE: January 9, 2025  
SUBJECT: Information Services Monthly Governing Board Update for December 2024

### WildPine Ecological Laboratory

#### Riverkeeper Project

In December, the lab staff and our partners collected 145 water quality samples from 25 monitoring stations throughout the watershed. A total of 70 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 December 2024 was “Good” with 81% of all samples meeting the EPA/DEP water quality criteria for each site, an improvement over last month’s “Fair” score of 72%, and similar to last year’s December score of 83% (see score card below). The most significant driver of the overall score this month was, again, the low chlorophyll scores. As we progress into the dry season the phosphorus and bacteria scores are improving due to the decreased rainfall and stormwater flows to the river.

For the core parameters, *total nitrogen* scored “Good” during December with 96% of sites meeting the water quality criteria. This was higher than last month’s “Good” score and just below last year’s December score of 100%.

*Total phosphorus* results scored “Good” in December with 84% of sites meeting the water quality criteria. This was better than last month’s “Fair” score of 74%. There were no phosphorus results last year (December 2023) for comparison because of an analysis issue.

*Chlorophyll* results scored “Poor” again for December, with 56% of sites meeting the stringent water quality criteria, similar to last month’s score of 53%, but worse than last year’s December score of 72%.

For the combined *fecal indicator bacteria* (fecal coliforms in all waters, enterococci in marine and brackish waters, and *E. coli* in fresh waters), December results scored “Good” with 83% of sites meeting the water quality criteria, better than last month’s “Fair” score of 74%, and similar to last year’s December score of 81%.

Stephen B. Rockoff  
CHAIRMAN

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BOARD MEMBER

SampDate  
12/1/2023 12/31/2024

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

December  
2024

81%

Overall

145

Total Samples

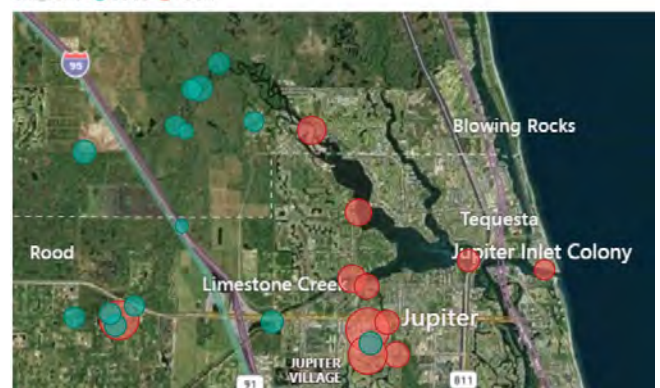
TN: Total Nitrogen, TP: Total Phosphorus, CLA: Chlorophyll a, BAC: Enterococci and E. coli bacteria

| 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         | December  | 145         | 81%           | 25           | 96%                         | 25           | 84%                           | 25            | 56%                      | 70            | 83%                   |
| 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%                           | 25            | 72%                      | 70            | 81%                   |
| <b>Total</b> |           | <b>2075</b> | <b>73%</b>    | <b>384</b>   | <b>89%</b>                  | <b>359</b>   | <b>72%</b>                    | <b>384</b>    | <b>53%</b>               | <b>948</b>    | <b>76%</b>            |

### Spatial Distribution of Water Quality Results

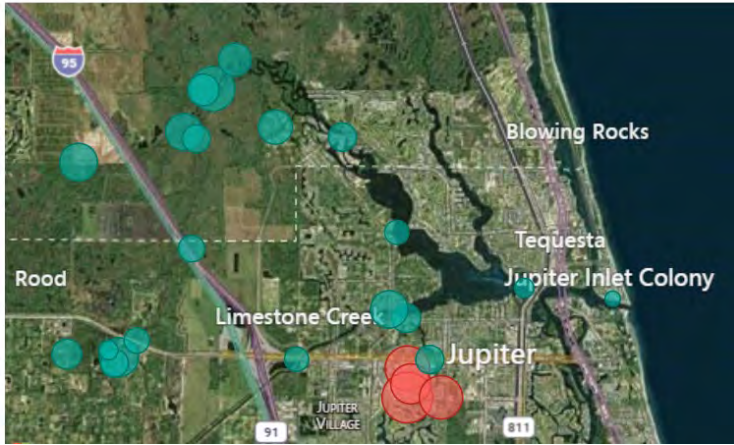
In December, *chlorophyll* results met the water quality criteria at 14 of 25 sites (56%). Twelve out of thirteen freshwater stations were under the EPA/DEP Numeric Nutrient Criteria of 20 µg/L and scored “good”. Ten out of twelve marine and brackish stations scored “poor”, which have stricter water quality criteria than the freshwater stations. The Delaware Street site (DEL) in Jones Creek had the highest chlorophyll result at 44 µg/L. Results across all the Jones Creek stations improved with average chlorophyll concentrations this month at 17 µg/L, compared to last month’s average of 28 µg/L. This is the final set of monthly sampling under our monitoring plan to study the effects of the vegetative trimming project in the Jones Creek watershed. In January 2025, LRD staff and Town of Jupiter partners will return to the quarterly monitoring plan that we conducted prior to the trimming project study.

Chlorophyll a (ug/L)  
CHL Score ● GOOD ● POOR



Total Phosphorus (mg/L)

TP\_Score ● GOOD ● POOR

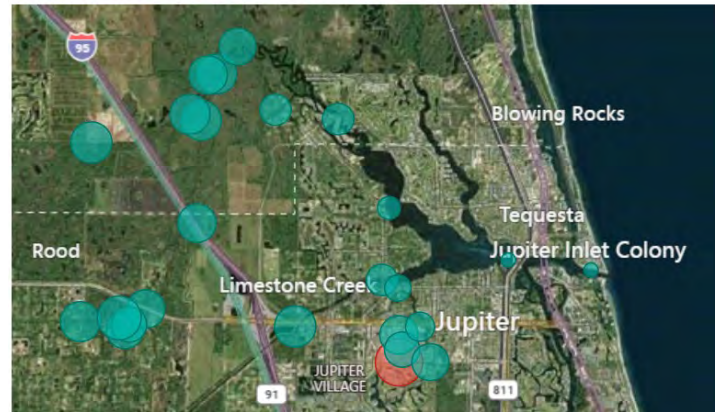


Total phosphorus scored “good” at 21 of 25 sites (84%) tested in December. Results continue to improve throughout the watershed this month. Four out of six Jones Creek stations scored “poor” in December. The Jones Creek culvert (JCU) site had the highest phosphorus concentration this month at 0.17 mg/L. The average phosphorus concentration across all the Jones Creek stations decreased again this month to 0.09 mg/L, down from a peak of 0.20 mg/L in September.

Total nitrogen scored “good” at 24 out of 25 sites (96%) tested in December. Like the other parameters, the nitrogen results also improved throughout the watershed this month. Like phosphorus, the Jones Creek culvert (JCU) had the highest nitrogen level at 1.7 mg/L. The average nitrogen concentration across all the Jones Creek stations decreased again this month to 0.88 mg/L, down from a peak of 1.37 mg/L in September.

Total Nitrogen (mg/L)

TN\_Score ● GOOD ● POOR



The overall *bacteria* result scored “good” at 58 out of 70 sites (83%) in December. For Enterococci bacteria (map below, left), the state’s preferred indicator bacteria for salt and brackish waters, ten stations scored “poor” when compared to the water quality standard of 130 MPN/100mL. All stations in Jones Creek and Sims Creek scored “poor”. The upstream culvert in Jones Creek (JCU) had the highest enterococci concentration at 7,701 MPN/100mL. Altogether, the stations in Jones Creek averaged 2,512 MPN/100mL, lower than last month and down from a peak of 6,272 MPN/100mL in September.

For fecal coliform bacteria (see map below, right), five stations scored “poor” when compared to the water quality standard of 800 MPN/100mL. Like Enterococci bacteria, the uppermost Culvert in Jones Creek (JCU) had the highest concentration at 2,481 MPN/100mL. Altogether, the stations in Jones Creek averaged 920 MPN/100mL fecal coliform, continuing to decrease from a peak of 14,000 in July 2024.

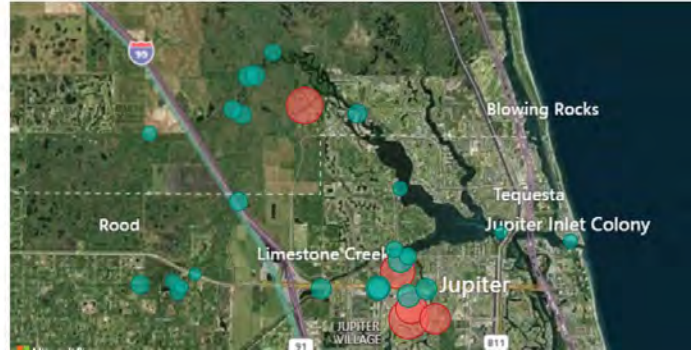
Enterococci Bacteria - Criteria: 130 MPN/100mL

ENT\_Score ● GOOD ● POOR

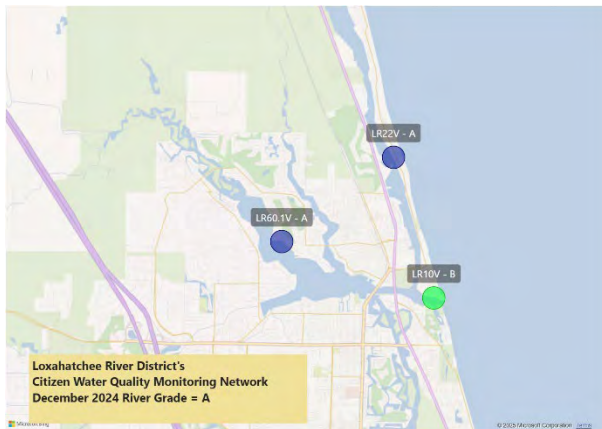


Fecal Coliform Bacteria - Criteria: 800 MPN/100mL

FC\_Score ● GOOD ● POOR



## Volunteer Water Quality



The Loxahatchee River Citizen Volunteer Water Quality Grade for the month of December remained at an “A”. However, the turbulent surf at the inlet site (LR10V) contributed to decreased water visibility/clarity. This month the water clarity improved at the Indian River Lagoon (IRL) Intracoastal site (LR22) as well as the northwest fork site (LR 60.1). The pH at these two sites were also slightly elevated, caused by saltwater traveling further upstream during flood tide. All other parameters at each site were optimum in December.

| 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          | 23.0                           | 0.90   | 35.3     | 8.1 | 7.1 | 101.5 | 1.3   | D                         | A    | A  | A  | A   | B     | 80.6        | B        |
| LR22V          | 23.3                           | 0.90   | 36.0     | 8.5 | 6.6 | 94.8  | 1.0   | A                         | A    | B  | A  | A   | A     | 93.8        | A        |
| LR60.1V        | 20.0                           | VAB    | 32.0     | 8.8 | 7.0 | 93.0  | 1.0   | VAB                       | A    | C  | A  | A   | A     | 90.0        | A        |
| <b>Average</b> | <b>22.1</b>                    |        |          |     |     |       |       |                           |      |    |    |     |       | <b>87.2</b> | <b>A</b> |

DO (Dissolved Oxygen)  
ND (No Data)

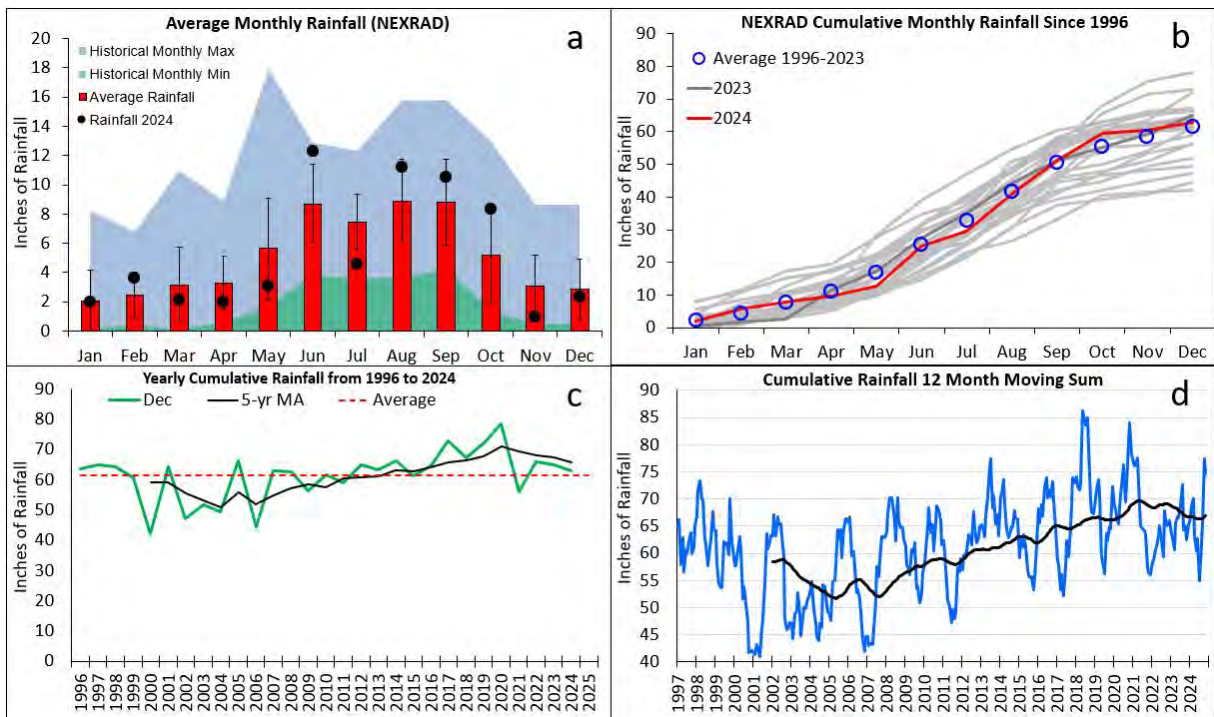
### Grade Scale

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

## Hydrologic Monitoring

Average rainfall across the watershed during December was 2.3"; about 18% below the historical monthly average of 2.8" (panel 'a' in figure below), and about 61% below the 5.9" of rainfall measured in December 2023. Rain was detected within the watershed on 13 of the 31 days in December (where average daily rain  $\geq 0.01$ "), with the highest single day total of 0.6" on December 18. Cumulative year-to-date rainfall through December, and the calendar year, totaled 62.9", putting us only about 2% higher than the 61.5" historical average, and about 3% below the same period last year (panel "b" below). The yearly cumulative trends continue to indicate that annual rainfall through December is tracking at near average levels. This follows a roughly 10-year period of increased rainfall that peaked at 78.3" in 2020 with the 5-year moving average generally declining since then (panel "c" below). The 12-month moving sum through December was 62.9", slightly below the 65.0" 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.

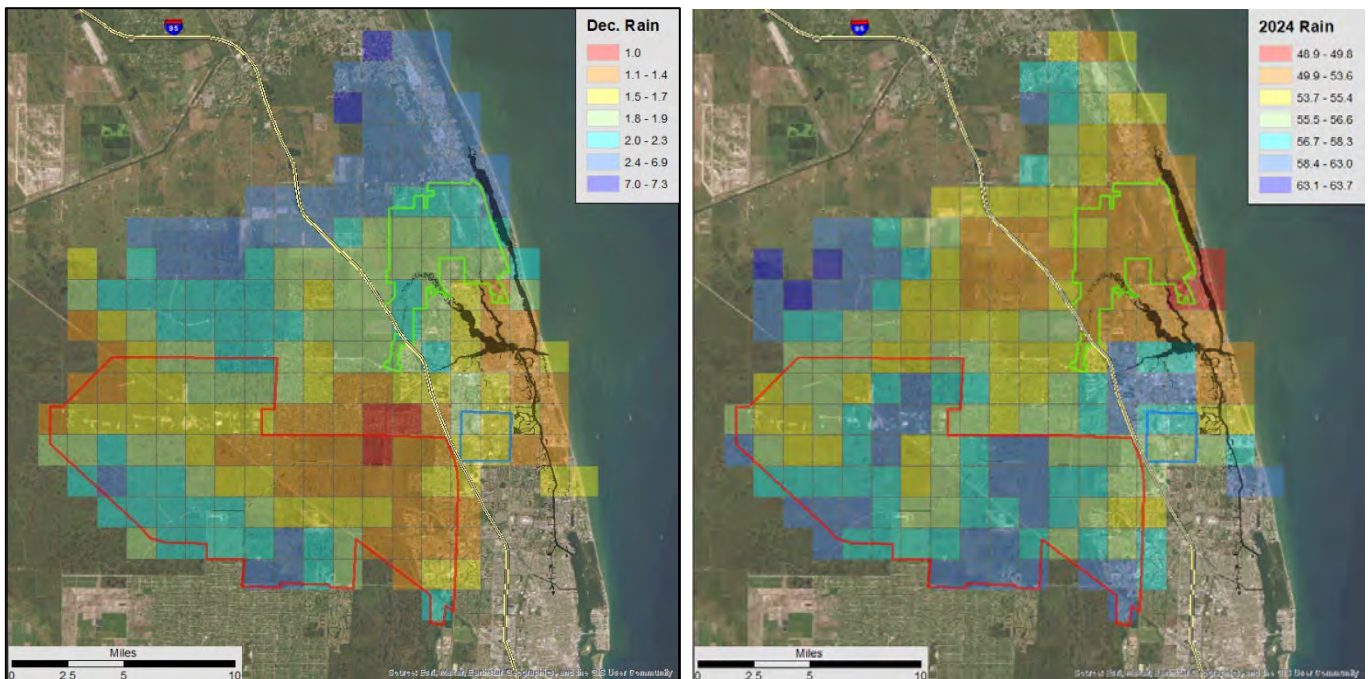
*Correction: In November's memo, a rainfall total of 16+ inches was reported for the month of October. This was suspicious to us, as none of the ground-based rain gauges throughout the watershed supported this high amount of rainfall. Because the provisional data is subject to change by the provider (NOAA/SFWMD), our most recent data download included corrected results for October at 8.3", about half of that previously reported. All databases and figures have been updated to reflect the correction.*



Figures above display various measures of rainfall. Panel (a) shows average monthly rainfall from 1996 to 2023 (red bars; error bars indicate  $\pm 1$  sd). Black dots indicate monthly rainfall for the current year. The blue and green shaded areas show the maximum and minimum rainfall ever recorded for each month. Panel (b) shows monthly cumulative rainfall for each year since 1998. Red line indicates cumulative rainfall during 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 December ranged from 1.0” in the driest regions to about 7.3” in the wettest regions (left panel in figure below). In general, the driest regions encompassed much of the central portions of the watershed which include much of Jupiter Farms and eastern range of the C-18 drainage basin (red polygon). The wettest regions of the watershed were generally at the northern range of the watershed which includes much of the Atlantic Ridge Preserve and portions of PAL-MAR and Nine-Gems.

As we look at distribution of rainfall for the calendar year, rainfall ranged between a little less than 49” in the driest regions to almost 64” in the wettest regions (right panel in figure below). Overall, the driest portions of the watershed tended to be along the eastern coastline including the southern Indian River Lagoon (IRL) and Jonathan Dickinson State Park and much of the Loxahatchee River’s North Fork and Northwest Fork basin. The wettest regions tended to be in western and southwestern reaches of the watershed and include Hungryland Wildlife Conservation Area and much of the C-18 drainage basin.



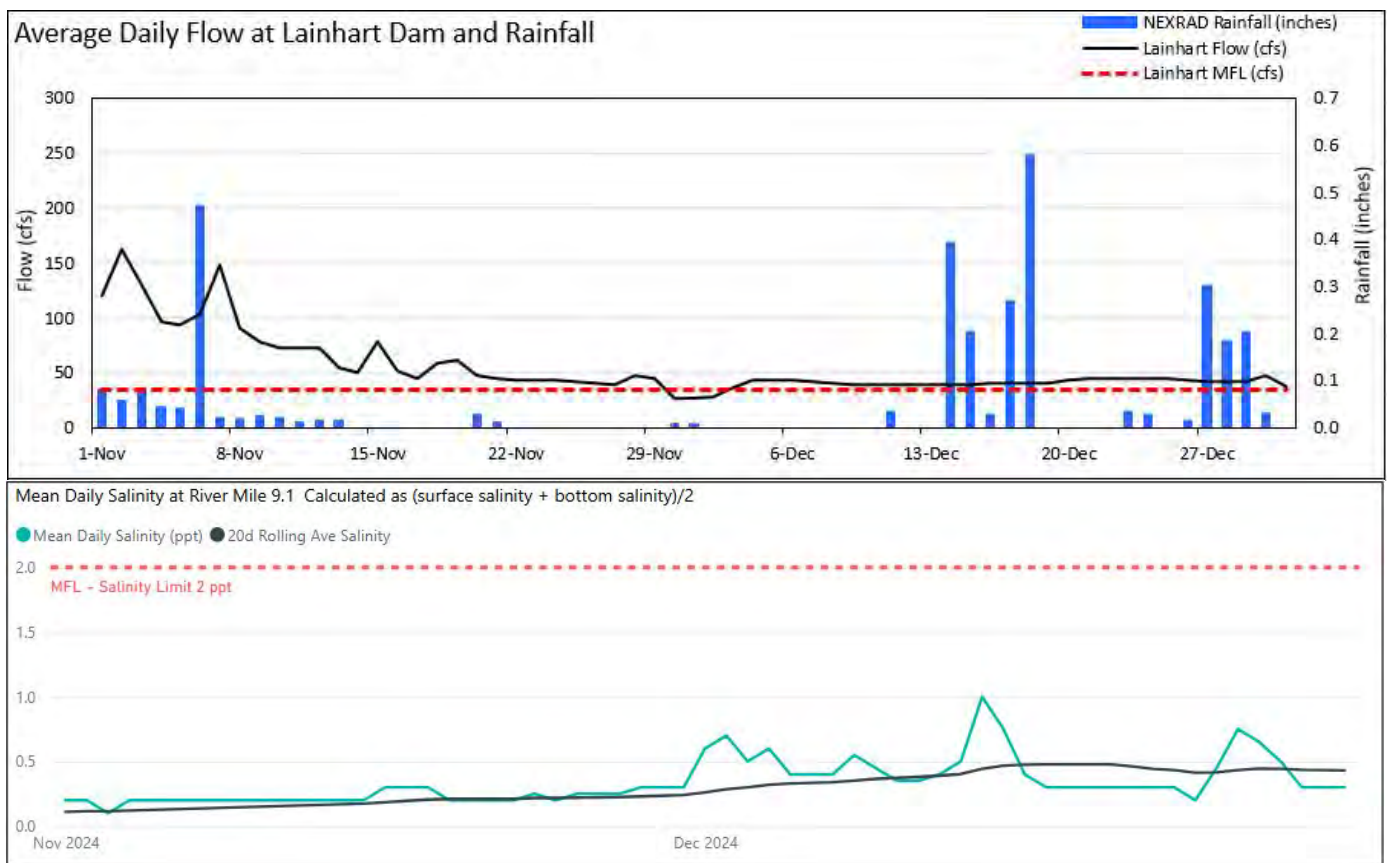
Maps showing rainfall distribution across the watershed using NEXRAD data. Left panel is rainfall for the month of December while the right panel shows rainfall for the year. Each pixel represents an area of 2 km x 2 km. Blue colored pixels show highest rainfall and red pixels show lowest rainfall. For 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 and Salinity

With below average rainfall to start the dry season, and no substantial rainfall events during December, river flows in the Northwest Fork have stabilized to just above the Minimum Flow and Level target of 35 cfs, averaging 41 cfs and ranging between 27 to 48 cfs (top panel in figure below).

While low flows in the Northwest Fork can allow the intrusion of saline waters far upstream that can be harmful to the freshwater cypress swamps in the Northwest Fork of the river, flows during December were sufficient to keep salinity below the 2 ppt threshold deemed harmful (bottom panel in figure below). At the USGS water quality station at River Mile 9.1, daily average salinity remained below 1 ppt. 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 salinity measured at USGS River Mile 9.1 (green line) and 20-day moving average (black line). Dashed red line shows the 2 ppt salinity threshold for salt water encroachment up the Northwest Fork.*

## Oyster Spat Monitoring

Oyster spawning and spat settlement for the 28-day period ending December 10 indicated the oyster spawning activity is finished for the year. The Northwest Fork experienced minimal oyster settlement activity with an average spat density of 155 spat/m<sup>2</sup> with the downstream site accounting for a little more than half, or 57%, of the total settlement activity (figure below). This oyster spat density was below the historical period average of 518 spat/m<sup>2</sup> and was a 72% decrease from the 554 spat/m<sup>2</sup> spat density during same period last year (2023).

Settlement activity in the Southwest Fork was nearly the same with an average of 205 spat/m<sup>2</sup>, and like the Northwest Fork, a little more than half, or 62%, of the settlement activity occurred at the downstream site. Average density was only slightly less than the 284 spat/m<sup>2</sup> historical average for the period and was also slightly less than the 277 spat/m<sup>2</sup> spat density during same period last year (2023). As water temperatures cool during the winter, our monitoring suggests we can anticipate much less oyster spawning and settlement activity.

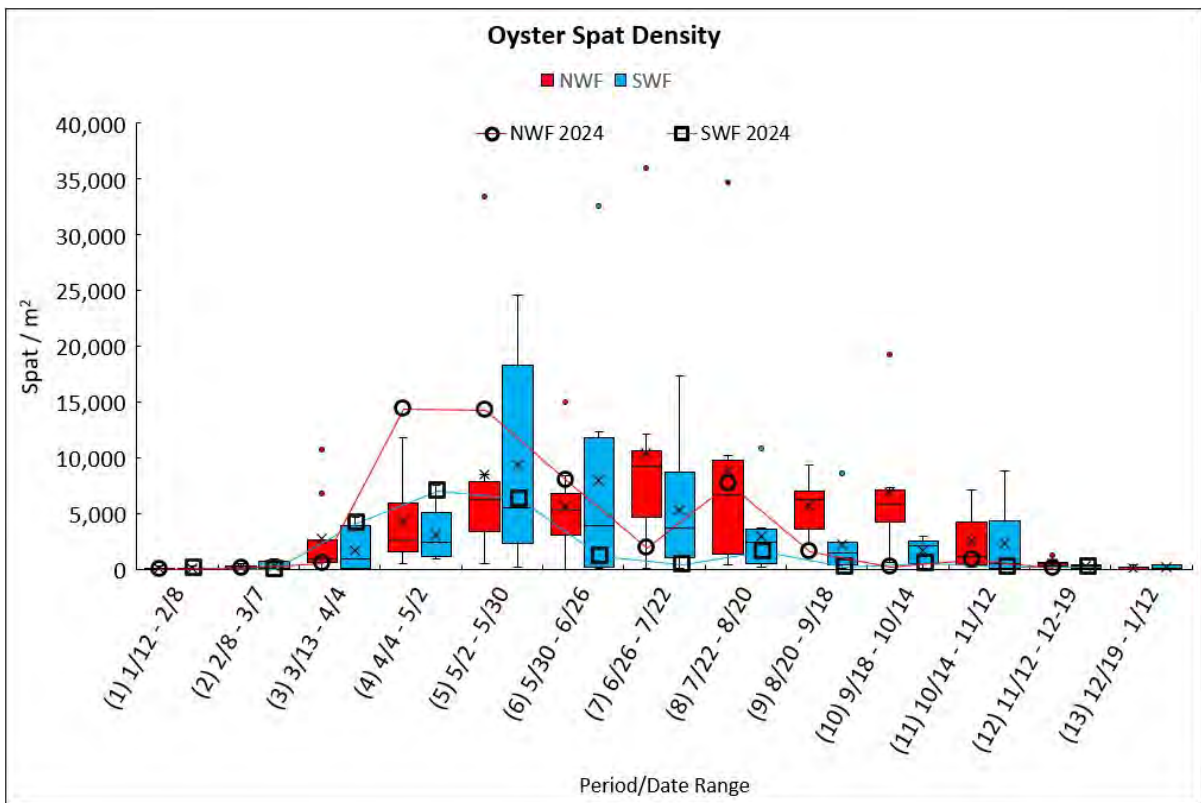
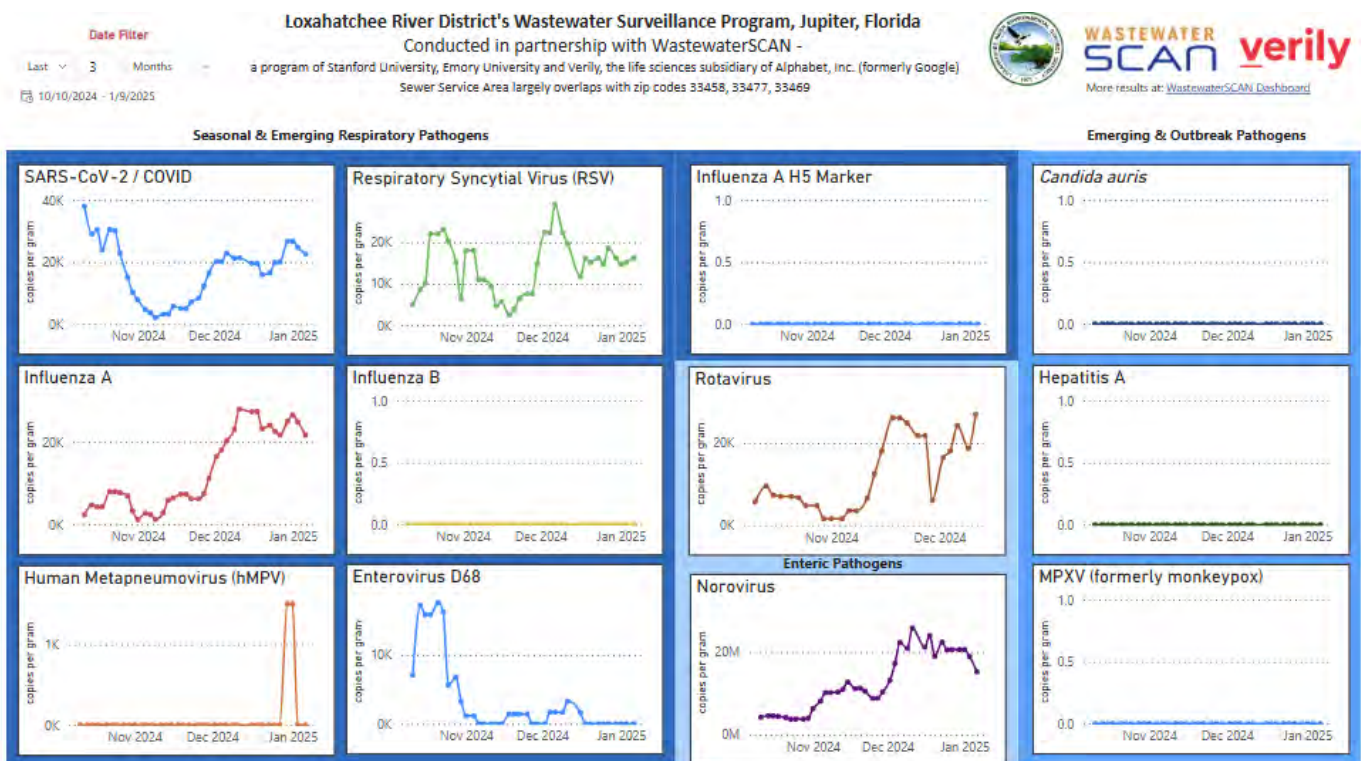


Figure: Box and whisker plot showing interquartile range (IQR) of oyster spat density (spat / m<sup>2</sup>) for each period in the Northwest Fork (red) and Southwest Fork (blue) of the Loxahatchee River between 2016-2023. The "X" indicates period mean. Superimposed on the IQR are the 2024 period means for both the Northwest Fork (circle/red line) and Southwest Fork (square/blue line).

## Wastewater Surveillance

The District's Wastewater Surveillance program, monitoring 12 pathogens through the WastewaterSCAN program, showed notably higher 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.

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



## Customer Service

### Billing & Payments

Staff closed out the 4<sup>th</sup> Quarter 2024 billing processing roughly 2,300 payments totalling \$482,000. For the quarter, 76% of these payments came through digital methods (ex. credit/debit card, online bill pay) versus 24% paper check or cash.

Now that we are one year into our new customer information and payments system, we computed a breakdown of selected payment methods between Q4 2024 and Q3 2023 (the complete quarter prior to our switch) in the table below. The change in the proportions of payment methods is far different than we anticipated. Because our customers needed to switch their automatic payment information and we could not do it for them, we suspected that many customers would move to paying through their bank's online bill pay service. But, in fact, we have experienced a decrease in the numbers of online bill pay payments over the past year. It seems that roughly 2,000 previous autopay customers and some new customers now pay through the website, over the phone, or by paper check. We are hopeful that the new and improved payments portal, scheduled for release later this month, will increase the proportions of automatic payments and reduce the phone and paper check payments.

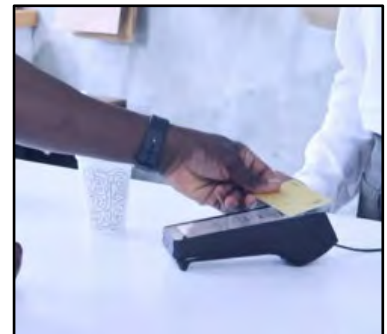
|   | Efficiency <sup>+</sup> | Q3 2023     | Q4 2024     |
|---|-------------------------|-------------|-------------|
| Automatic Payment                           | 1                       | 31% (9,757) | 24% (7,699) |
| Online Bill Pay through the customer's bank | 1                       | 25% (7,785) | 22% (7,176) |
| Card or eCheck through website or phone     | 2*                      | 23% (7,164) | 29% (9,246) |
| Paper Check                                 | 3                       | 21% (6,492) | 24% (7,786) |
| Interactive Phone Payment (IVR)             | 1                       | 1% (229)    | 1% (349)    |

+ Relative efficiency of processing payment type: 1-very efficient to 3-less efficient.

\* Website payments very efficient; phone payments less efficient.

### New Payment Device

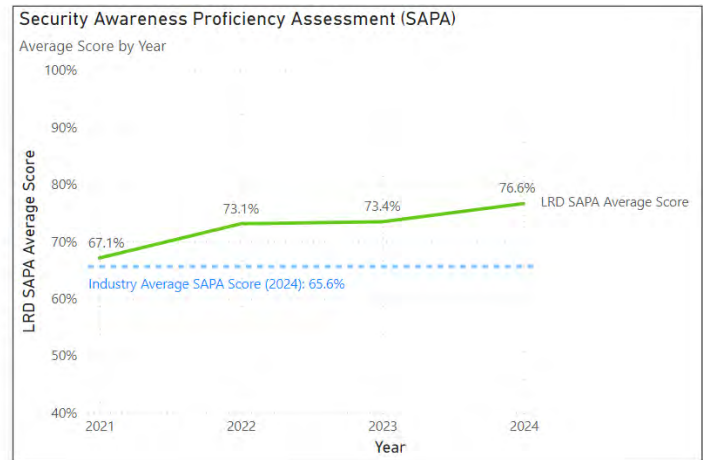
Next week we are scheduled to receive a new tap-to-pay device for payments at the front desk. This payment system brings the latest payment and security technology including Apple and Google Pay and Chip Card processing. This new device and workflow will also eliminate a processing error in our new system that was easy to make, but very time consuming to identify and resolve.



## Information Technology (IT)

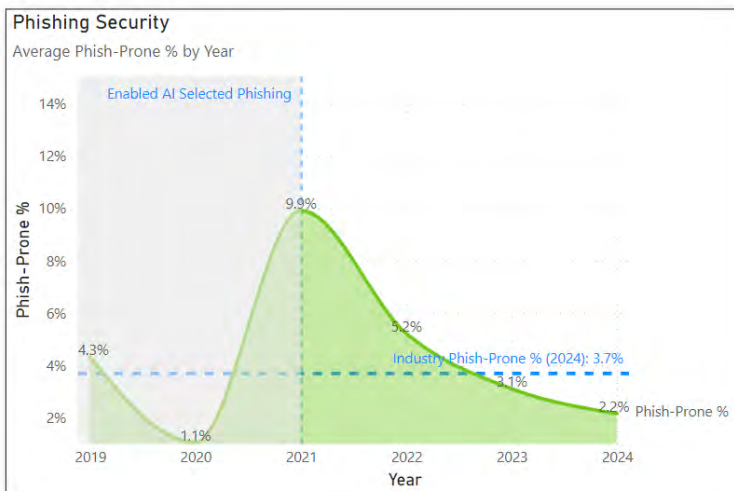
### Annual Security Awareness Proficiency Assessment (SAPA)

Each December, the IT Team asks the LRD staff to complete an assessment to measure the general security awareness. The result of this assessment helps us identify potential areas for improvement, as well as risks based on how staff perceive threats. The results of the assessment indicate our average score has improved over time and is well above the industry average.



### Phishing Security

Throughout the year the IT Team provides training and tests staff with simulated phishing emails. Users will periodically receive a system generated phishing email that appears like legitimate email and try to entice the user to click on a link. But our training efforts are paying off and our staff more frequently identify the risky emails and reporting those as potential phishing threats.



The results from our 2024 incident reporting testing indicate that our staff continue to improve their ability to detect both real and simulated phishing emails and utilizing our incident reporting system. For the past two years, we have been below the industry average of 3.7% on our Phish-prone percentage – the percentage of employees that are prone to click on a phishing link.

# Loxahatchee River Environmental Center

January 2025



## River Center Summary Statistics

# LRD'S ENVIRONMENTAL STEWARDSHIP DASHBOARD



|                                  |      | Total Visitors<br><small>(incl. Visitors, Field Trips, Onsite Programs)</small> | 1st Time Visitors | Average Program Participation<br><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<br><small>[Max Rating is 5]</small> | Rating Average<br><small>[Max Rating is 9]</small> | % within budget  | % of Target |
| <b>Green Level</b>               |      | ≥ 90%   | ≥ 90%             | ≥ 85%   | ≥ 90%           | ≥ 4  | ≥ 7  | ≥ 85% but ≤ 105% | ≥ 90%       |
| <b>Yellow</b>                    |      | ≥ 75%   | ≥ 75%             | ≥ 70%   | ≥ 75%           | ≥ 3  | ≥ 5  | ≥ 80%            | ≥ 75%       |
| <b>Red</b>                       |      | <75%  | <75%              | <70%  | <75%            | <3   | <5   | < 80% or > 105%  | <75%        |
| 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%         |
| 2024 Baseline                    |      | 1,437   | 100               | 99%   | 454             | 4.7  | 7.9  | 98%              | 104%        |
| 2023                             | 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%  | 719             | 4.8  | 7.5  | 96%              | 86%         |
|                                  | July | 2,120   | 166               | 93%   | 1,132           | 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%        |
|                                  | Dec  | 841   | 58                | 86%   | 119             | 4.7  | 8.2  | 104%             | 142%        |
| Consecutive Months at Green      |      | 0   | 0                 | 1   | 8               | 13   | 13   | 7                | 6           |
| Metric Owner                     |      | O'Neill   | O'Neill           | Duggan/Warwick  | Patterson       | O'Neill  | O'Neill  | O'Neill          | O'Neill     |

| Metric         | Explanation   |
|----------------|---|
| Total Visitors | We had 3 cancelled programs (2 due to low signups and 1 due to weather) for a total of 60 spots. Had these programs been able to go, we would have been at 90% (in the green).  |
| New Visitors   | We had a significantly lower number (almost 25%) of new visitors from last year. This may be a result of volunteers neglecting to ask if they have been to the River Center previously, or some other reason. The cause is unclear. |

## River Center General

### River Center Special Programs

#### Homeschool Workshop [Wednesday, December 4th]

The River Center conducted a homeschool workshop for students ages 7-10. This month's workshop was about Manatees! Students explored the lives of these gentle sea giants. During the program we learned where manatees live, their diet, why they are important and challenges they face. Our partners at FWC lent the River Center their manatee education kit which included manatee bones, biofacts, and info sheets. After the presentation, our participants played a game where they were manatees trying to survive in a habitat. They had to compete against each other and boats to find their resources. It was a great class, and we look forward to the next workshop in January.



#### Lecture Series [Friday, December 6th]

This month, the River Center hosted a fascinating lecture on "Seashells of the Lake Worth Lagoon" presented by Carole Marshall. The Lake Worth Lagoon is interestingly situated between the north end of the Caribbean Province and the south end of the Carolinian Province. This means that a great many species that normally would not live together will do so here. There are over 830 species of mollusks documented from the Lake Worth Lagoon. Carole presented us with some of the more notable species found in different parts of the lagoon and some species that were prolific in the past but may no longer be in the lagoon and explained why. Carole also explained and showed some endemic species and some that were newly discovered in our lagoon, along with molluscan habitats.



#### Wilderness Skills Class: Leave No Trace – Jupiter Inlet Lighthouse Outstanding Natural Area [Saturday, December 7th]

River Center taught a Wilderness Skills class about Leave No Trace practices over at the Jupiter Inlet Lighthouse Outstanding Natural Area. Boy Scouts, Girl Scouts, and non-scouting students all enjoyed this class learning the best practices for being outside. Students learned the 7 principles



of Leave No Trace and played a few games that help us understand why we use each of the 7 principles. The 7 principles include Plan ahead and prepare, Travel and camp on durable surfaces, Dispose of waste properly, Leave what you find, Minimize campfire impacts (be careful with fire), Respect wildlife, and Be considerate of other visitors. Students had a blast playing the games and learning how to help protect our natural resources. Each student received a Certificate of Completion from Leave No Trace for taking this class.

### **Blooming in the Garden [Saturday, December 7th]**



The theme for this month was Snakes Alive! We started by reading an interactive story about a young snake who just wanted some quiet time. We talked about how snakes and other animals use camouflage to hide. Then we went out into the garden for a scavenger hunt searching for snake predators and prey. We met with our snake ambassador Apollo, created our own camouflage snake craft, and 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 Hike – North Jupiter Flatwoods [Tuesday, December 10<sup>th</sup>]**



In December, the River Center team facilitated a nature hike through North Jupiter Flatwoods. This 160-acre natural area preserves mesic flatwoods, wet flatwoods, depression marsh,

and dome swamp ecosystems. It is also home to several populations of rare plants including Atlantic St. John's-wort, trumpet creeper, and yellow jessamine. It is located within a system of linked conservation lands creating a wildlife corridor adjacent to the Loxahatchee River. We were lucky to see Ospreys, Gopher Tortoises, many butterfly species, and a few winter blooming flowers!



### **Science with Sam – Invading Invaders [Saturday, December 14<sup>th</sup>]**

Science with Sam taught a lesson about Invading Invaders! In this lesson, students learned what an invasive species is, why they are bad, and things we can do to help native species. Students also learned they types of jobs that help protect native species and jobs that remove invasive species from habits. At the end of the class each students had a chance to touch a few Invasive reptiles of our area.



### **Tots on Trails – Making Tracks [ Wednesday, December 18<sup>th</sup>]**

This month was about exploring using our senses! Families met at the North Jupiter Flatwoods Natural Area and completed a sensory scavenger hunt as they walked. We decorated pinecones with found objects, giving our young guests the opportunity for hands-on learning. We talked about native flowers and trees, and even had the chance to view some exciting wildlife including aquatic turtles and hummingbirds!



### **Audubon Birding Tour – Loxahatchee River District [Friday, December 20<sup>th</sup>]**



The Audubon Society of the Everglades led a birding walk through the Loxahatchee River District plant site. It was a beautiful day for birding. We saw a bald eagle, several cormorants and anhinga, moorhens, great blue herons, little blue heron, tricolor heron, green heron, black-crowned night herons, great egrets, snowy egrets, starlings, grackles, Egyptian geese, tree swallows, mottled ducks, Eurasian collared dove, pied-billed grebe, mourning dove, black-necked stilt, white ibis, glossy ibis, osprey, gray catbird, red-winged blackbird, palm

warbler, yellow-throated warbler, blue-winged teal, and northern rough-winged swallow. A total of 34 different species and 218 individuals!

### **Fishing Adventure – Jupiter Inlet Lighthouse Outstanding Natural Area [Saturday, December 21<sup>st</sup>]**

It was another epic day fishing at the Jupiter Inlet Lighthouse! We could not bait hooks fast enough to keep up with de-hooking! The weather was beautiful with an incoming tide, and almost everyone caught a fish! We had lane snappers, sailor's choice, and checkered puffers being reeled up! We were lucky and also got to see snook, osprey, manatees, a stingray, a beautiful parrotfish, and a sea turtle swimming about.



### **Nature Hike – Loxahatchee Slough Natural Area [Friday, December 27<sup>th</sup>]**

On Friday, December 27<sup>th</sup>, the River Center hosted a nature walk through the Loxahatchee Slough Natural Area. This walk provided beautiful and scenic views of marsh and pine flatwood habitats. Along the rocky path we identified various wildflowers, butterflies, and birds as well as a few mosquitos. We made our way to the high observation platform for a look over the natural area's lush grasses and landscape. From the observation platform guests took in the lush landscape and even spotted a white-tailed deer! It was a beautiful hike and an area we hope to explore again soon.



**Beach Comber [Tuesday, December 31<sup>st</sup>]**  
The River Center had its first ever Beach Comber Field Class at Blowing Rocks Preserve (beach side). Participants walked along the wrack line, wave break, and dunes looking for treasures. We found sea turtle eggshells, feathers, sargassum algae, seagrass, and of course, plenty of shells. Lettered olive snails, scallops, clams, and a variety of conch shells were found near the Anastasia limestone outcroppings. We discovered sea beans and discussed the coastal dune habitats. It

was a perfect day with brilliant blue water and skies.

### **Volunteer of the Month**



Our December Volunteer of the Month is Elliana Lillo-Massaró. Elliana 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. Elliana makes sure that each guest feels welcome the second they walk through the front door. She also makes sure to point out the different exhibits and always gives the children a sticker. Elliana will not only make guests feel welcome, but she is always ready to help the new volunteers and show them around. She is a team player and will help everyone feel welcome. She is also looking forward to becoming a part of our animal care team. We are incredibly grateful for Elliana's contributions and are proud to recognize her as our Volunteer of the Month. Thank you for all that you do, Elliana! 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](http://www.lrdrivercenter.org/events-calendar)  
[rivercenter@lrecd.org](mailto:rivercenter@lrecd.org) or 561-743-7123

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

**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](mailto: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 17<sup>th</sup>. 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. – 6:30 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 18<sup>th</sup>.

**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.

**February 1, 8:30 a.m. – 12:30 p.m.: Fishing Merit Badge [Scouting America]:** Get “hooked” on fishing! Earn your Scouting America Fishing Merit Badge at this new workshop offered at the River Center! Scouts will learn the basics of fishing including knot tying, tackle, and casting. Other topics that will be covered are conservation, regulations and fish identification. And, of course, we will be fishing!!! All equipment and materials are provided.

**February 7, 12:00 p.m. – 1:00 p.m.: Lecture [A Walk Through a New England Salt Marsh]:** Join Ellen Goethel for a virtual walk through a New England Salt Marsh. She will take you through its history and introduce you to some of the plants and animals that depend on it for their very existence. Ellen Goethel is an invertebrate zoologist from New Hampshire and has spent her life studying the Gulf of Maine and its inhabitants. She is owner/curator of a small hands-on natural history museum in Hampton New Hampshire with live invertebrates from the Gulf of Maine. For the past 40 years she has taken her museum to schools throughout New England presenting hands on marine science to school children. Registration is required to attend. This event is not recommended for children under the age of 14.

**February 8, 10:00 a.m. – 11:30 a.m.: Blooming in the Garden [Bird Watching!]:** Join the River Center for our *Bloomin' in the Garden* program, designed for children ages 3-6. This month's theme is **Bird Watching!** 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.

**February 11, 3:00 p.m. – 4:30 p.m.: Nature Journaling [Juno Dunes Natural Area]: Species Account:** Students choose one species that they can readily observe, and document as many details as they can about it through direct observation. 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.

**February 13, 1:00 p.m. – 3:00 p.m.: Wastewater Treatment Plant Tour [Loxahatchee River District]:** Join the River Center for a behind the scenes tour of the Loxahatchee River District’s Wastewater Treatment Plant. Have you ever wondered what happens to your water once it goes down the drain? Find out how the Loxahatchee River Environmental Control District cleans our wastewater to protect our community’s health. Did you know that we recycle about 95% of the wastewater receive which protects our natural water resources. Check out this rare glimpse into what happens to your water once it goes down the drain. Recommended Ages 13+

**February 14, 10:00 a.m. – 12:00 p.m.: Nature Hike [Juno Dunes Natural Area]:** Come explore with us! Tie up your hiking boots and join the River Center for our Sunset Nature Walk through Juno Dunes Natural Area. Walk along the guided paths and immerse yourself in this local natural area. We will explore a path inside this natural area with uneven terrain. Interested participants should wear closed toed shoes, long pants (recommended), a walking stick, comfortable clothing, and bring plenty of water. Bug spray is highly recommended. Make sure to RSVP to this event! Space is limited. If the “Register” button gives you an error message, please join our Waitlist!

**February 15, 10:00 a.m. – 11:30 a.m.: Science with Sam Green Teens [A Day in the Life of a Marine Biologist]:** Join our Scientist Sam for different science activities! Ages 13-17. Partake in an exciting class learning the daily job of a marine scientist! We will be learning: some of the tools used for monitoring and data collection, some methodology of tests, and conduct a biodiversity survey. 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!

**February 15, 3:00 p.m. – 4:00 p.m.: Science with Sam [Cool Corals]:** Join our Scientist Sam for different science activities! Join Science with Sam for a cool lesson on corals! Students will learn what a coral is and why they are so important. We will also discuss what negative impacts might affect corals, and ideas to combat these impacts to help save coral species. We will also partake in a cool coral craft at the end of class. There is no cost for this program but please RSVP to attend. Space is limited. Registration will open January 21<sup>st</sup>. If the “Register” button gives you an error message, please join our Waitlist!

**February 18, 9:30 a.m. – 11:30 a.m.: Swamp Tromp [Cypress Creek – Route 2]:** Come adventure with us! Join the River Center on our Swamp Tromp series as we wade through the freshwaters of Cypress Creek Natural Area on route 2! Walk along the guided paths and immerse yourself in this local natural area. We will explore a rugged path inside Cypress Creek filled with high grasses, mud, standing water, and thick bushes. Interested participants should wear long pants, bug spray, comfortable clothing and bring plenty of water and a walking stick. CLOSED TOE SHOES ARE REQUIRED TO PARTICIPATE. Water may be knee deep or higher in some locations, so you may want to bring a towel and some dry clothes/shoes for after the hike. Experience Level: Intermediate. Please be advised, this is not recommended for children below the age of 12 or participants with limited mobility. This site does NOT have any restroom facilities. Make sure to RSVP to this event! Space is limited.

**February 19, 10:00 a.m. – 11:00 a.m.: Tots on Trails [Cypress Creek Natural Area-South]:** 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 **Cypress Creek Natural Area - South. \*\*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 18<sup>th</sup>.

**February 20, 8:00 a.m. – 10:00 a.m.: Birding at 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.

**February 21, 6:00 p.m. – 7:00 p.m.: Evening Lecture [TBD]:**

**February 25, 10:00 a.m. – 12:00 p.m.: Nature Hike [Frenchman's Forest]:** Come explore with us! Tie up your hiking boots and join the River Center for our nature walk through Frenchman's Forest. Walk along the guided paths and immerse yourself in this local natural area. We will explore a path inside this natural area with uneven terrain. Interested participants should wear closed toed shoes, long pants (recommended), a walking stick, comfortable clothing and bring plenty of water. Bug spray is highly recommended. Please RSVP to attend. Space is limited. If the "Register" button gives you an error message, please join our Waitlist!



# LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

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

## MEMORANDUM

**To:** D. Albrey Arrington, Ph.D., Executive Director  
**From:** Ed Horchar Safety Officer  
**Date:** January 8, 2025  
**Subject:** District Safety Report for December 2024

### Safety Metrics: December 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 December. 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 December. 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 December JHA generation of 1620, slightly above the 12-month rolling average of 1,587 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 December JHAs performed per employee in each department:

|              |                   |               |                   |
|--------------|-------------------|---------------|-------------------|
| Reuse:       | 47 JHA / employee | Construction: | 14 JHA / employee |
| Operations:  | 44 JHA / employee | Inspection:   | 31 JHA / employee |
| Collections: | 42 JHA / employee | Wild Pine Lab | 5 JHA / employee  |
| Maintenance: | 31 JHA / employee | River Center  | 2 JHA / employee  |

**Stephen B. Rockoff**  
CHAIRMAN

**Kevin L. Baker**  
BOARD MEMBER

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

**JHA and Work Orders:** In December approximately 99% of the applicable Work Orders (WO) included a JHA. This represents twenty-five (25) months in a row in which the District expectation of 95% was exceeded. The following is a District comparison for the percentage of December EAM applicable Work Orders generated for which an electronic JHA was completed:

|              |       |               |                    |
|--------------|-------|---------------|--------------------|
| Reuse:       | 100 % | Construction: | 98 %               |
| Operations:  | 99 %  | Inspection:   | 98 %               |
| Collections: | 99 %  | 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. 226 machine-specific LOTO forms were completed by District employees in December. Current data indicates the LOTO compliance rate to be at 92% of applicable work orders, which is consistent with November data. 19 applicable work orders did not have the required LOTO question prompt completed in December. 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 7 Near Miss reports initiated in December which is equal to the 12-month rolling average. The Reuse/Collections submitted a combined total of three reports, the Construction Department submitted two reports, the Inspection Department and the Maintenance Department each submitted one report. Two slip, trip and fall, one struck-by falling objects, one emergency response related report, one health hazard (Mold) and one traffic management related near miss were reported. The Near Miss Reporting Standard Operating Procedure has been enhanced to increase the efficiency of implementing corrective actions. There have been 86 Near Miss Reports submitted in calendar year 2024. 67 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 and Construction has submitted 11. 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 December included a two-hour classroom New Employee Onboarding Safety Training for one Collections 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 (H<sub>2</sub>S) Awareness. Additional safety-related training for the Collections and Construction Department employee included: Lockout-tagout Authorized, Confined Space Entrant and Confined Space Attendant classroom training. Additional Safety Training for all District employees in December included Chlorine Awareness and Chlorine Safety computer-based training. The overall training completion for November was at 98% which is above the District's expectations of 95%.

Fork Truck, Scissors Lift and Aerial Lift Certification training is scheduled for January 2025 along with fall protection and harness classroom and computer-based training. Intermediate Management of Traffic Certification has been scheduled for February 11<sup>th</sup> and 12<sup>th</sup> for 12 District employees.

**Summary:** Working safely at the District IS the standard. 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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## MEMORANDUM

TO: Governing Board  
FROM: Administration Staff  
DATE: January 10, 2025  
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                      | \$ 4,826.25  | \$ 31,689.07 |
| Baxter & Woodman               | \$ 3,018.00  | \$ 7,137.88  |
| Carollo                        | \$ 3,187.80  | \$ 3,187.80  |
| Holtz                          | \$ 13,783.25 | \$ 36,146.76 |
| KCI                            | \$ 19,387.60 | \$ 19,387.60 |
| Kimley-Horn & Associates, Inc. | \$ 9,800.00  | \$ 50,810.00 |

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:

- Annual Audit FY 2024
- Rate Study

## Future Contracts:

- Chapter 31-10 Rates, Fees, and Charges - Types of Use/Equivalent Connections; Harbor Road South Phase 1 Sub-Regional Line Charge
- Maintenance Facility – Professional Engineering Services - Approval of Qualified Firms
- Warehouse Facility – Professional Engineering Services - Approval of Qualified Firms
- Generator Operations & Maintenance - Award General Services Contract
- Manual Of Minimum Construction Standards & Technical Specifications - Ratification of Revisions
- Lift Station 050 Collection System - Gravity System Repairs

