

# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458

Telephone (561) 747-5700 • Fax (561) 747-9929 • [www.loxahatcheeriver.org](http://www.loxahatcheeriver.org)



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

**AGENDA**  
**REGULAR MEETING #20-2020**  
**AUGUST 20, 2020 – 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 6**
  - C. Additions and Deletions to the Agenda
3. Comments from the Public
4. Status Updates
  - A. Loxahatchee River Watershed **Page 14**
  - B. Loxahatchee River District Dashboard **Page 15**
5. Consent Agenda (see next page) **Page 16**
6. Regular Agenda
  - A. Consent Agenda Items Pulled for Discussion
  - B. Busch Wildlife Sanctuary License Agreement **Page 116**
  - C. Sonoma Isles Irrigation Quality Water Agreement **Page 134**
  - D. DEP Grant Proposal for Jones Creek **Page 139**
  - E. Jupiter Inlet Lighthouse Engineering Contract with Bureau of Land Management **Page 155**
  - F. Budget Assumptions **Page 169**
7. Reports (see next page) Pulled for Discussion
8. Future Business **Page 239**
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: August 10, 2020

Gordon M. Boggie  
Board Member

Dr. Matt H. Rostock  
Board Member

Stephen B. Rockoff  
Chairman

Harvey M. Silverman  
Board Member

James D. Snyder  
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. US 1 Residential Final Assessment (Resolution 2020-09) [Page 17](#)
- B. Whispering Trails Final Assessment (Resolution 2020-10) [Page 24](#)
- C. Imperial Woods Final Assessment (Resolution 2020-11) [Page 38](#)
- D. Audit Services Contract – to approve renewal [Page 47](#)
- E. Merchant Services Contract – to approve renewal [Page 56](#)
- F. FAU IQ Water Agreement – to approve renewal [Page 58](#)
- G. Lien Policy & Procedure – to rescind existing and approve revised policy [Page 64](#)
- H. Connection Charge Installment Agreement – to approve agreement form [Page 67](#)
- I. Moving Expense Reimbursement Policy – to approve policy [Page 72](#)
- J. Memorandum of Understanding-Jupiter Inlet Lighthouse – to authorize approval [Page 75](#)
- K. Fixed Asset Disposal – to approve disposal [Page 113](#)
- L. Change Orders to Current Contracts – to approve modifications [Page 114](#)

## **7. REPORTS**

- A. Neighborhood Sewering [Page 199](#)
- B. Legal Counsel's Report [Page 201](#)
- C. Engineer's Report [Page 203](#)
- D. Busch Wildlife Sanctuary [Page 207](#)
- E. Director's Report [Page 208](#)

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

**AGENDA**  
**PUBLIC HEARING #17-2020**  
**AUGUST 20, 2020 - 6:55 P.M. AT DISTRICT OFFICES**  
**ALL MEETINGS ARE OPEN TO THE PUBLIC**

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

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

A handwritten signature in blue ink, appearing to read "D. Albrey Arrington".

Submitted by:

Date: August 10, 2020

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Gordon M. Boggie  
Board Member

Dr. Matt H. Rostock  
Board Member

Stephen B. Rockoff  
Chairman

Harvey M. Silverman  
Board Member

James D. Snyder  
Board Member

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

**AGENDA**  
**PUBLIC HEARING #18-2020**  
**AUGUST 20, 2020 - 6:56 P.M. AT DISTRICT OFFICES**  
**ALL MEETINGS ARE OPEN TO THE PUBLIC**

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

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

A handwritten signature in blue ink, appearing to read "D. Albrey Arrington".

Submitted by:  
Date: August 10, 2020

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Gordon M. Boggie  
Board Member

Dr. Matt H. Rostock  
Board Member

Stephen B. Rockoff  
Chairman

Harvey M. Silverman  
Board Member

James D. Snyder  
Board Member

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

**AGENDA**  
**PUBLIC HEARING #19-2020**  
**AUGUST 20, 2020 - 6:57 P.M. AT DISTRICT OFFICES**  
**ALL MEETINGS ARE OPEN TO THE PUBLIC**

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

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

A handwritten signature in blue ink, appearing to be "D. Albrey Arrington".

Submitted by:  
Date: August 10, 2020

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Gordon M. Boggie  
Board Member

Dr. Matt H. Rostock  
Board Member

Stephen B. Rockoff  
Chairman

Harvey M. Silverman  
Board Member

James D. Snyder  
Board Member

# Loxahatchee River District

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



## MEMORANDUM

TO: Governing Board

FROM: Recording Secretary

DATE: August 11, 2020

RE: Approval of Meeting Minutes

Attached herewith are the minutes of the Public Hearing and Regular Meeting of July 16, 2020. As such, the following motion is presented for your consideration.

“THAT THE GOVERNING BOARD approve the minutes of the July 16, 2020 Public Hearing and Regular Meeting as submitted.”

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Gordon M. Boggie  
Board Member

Dr. Matt H. Rostock  
Board Member

Stephen B. Rockoff  
Chairman

Harvey M. Silverman  
Board Member

James D. Snyder  
Board Member

Ref. 15-2020

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT  
PUBLIC HEARING – MINUTES  
JULY 16, 2020

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Chairman Rockoff called the Public Hearing of July 16, 2020 to order at 6:57 P.M.

2. ROLL CALL

The following Board Members were in attendance:

Mr. Rockoff  
Dr. Rostock  
Mr. Silverman (via Goto Webinar)  
Mr. Snyder  
Mr. Boggie

3. TO RECEIVE PUBLIC COMMENTS PERTAINING TO RULES CHAPTER 31-2, AGENDA AND SCHEDULING OF MEETINGS AND WORKSHOPS.

No comments from the public were received.

4. COMMENTS FROM THE BOARD

No comments from the Board were received.

5. ADJOURNMENT

Chairman Rockoff adjourned the Public Hearing at 6:59 P.M.

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

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

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

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT  
REGULAR MEETING - MINUTES  
JULY 16, 2020

1. CALL TO ORDER

Chairman Rockoff called the Regular Meeting of July 16, 2020 to order at 7:00 PM and explained the various methods of attending the meeting (in person, electronically or telephonically).

2. ADMINISTRATIVE MATTERS

A. ROLL CALL

The following Board Members were in attendance.

Mr. Rockoff  
Dr. Rostock  
Mr. Silverman (via GotoWebinar)  
Mr. Snyder  
Mr. Boggie

Staff Members in attendance were Dr. Arrington, Mr. Dean, Mr. Howard (via GotoWebinar), Ms. Fraraccio (via GotoWebinar) and Mr. Pugsley.

Consultants in attendance were Mr. Curtis Shenkman and Mr. Hunter Shenkman with Curtis Shenkman, PA. and Ms. Marshall from Baxter & Woodman (via GotoWebinar).

Ms. Wynne from Busch Wildlife Sanctuary was also in attendance.

Mr. John Duffy from the Public was in attendance (via GotoWebinar).

B. PREVIOUS MEETING MINUTES

The minutes of the Public Hearing and Regular Meeting of June 18, 2020 which was recessed and reconvened on June 22, 2020 were presented for approval and the following motion was made.

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

“THAT THE GOVERNING BOARD approve the minutes of the June 18, 2020 Public Hearing and Regular Meeting which was recessed and reconvened on June 22, 2020 as submitted.”

C. ADDITIONS & DELETIONS TO THE AGENDA

Item 6E was removed from the Regular Agenda. Item 5G was removed from the Consent Agenda to the Regular Agenda. Item 5H did not require Board action.



### 3. COMMENTS FROM THE PUBLIC

No comments were received at this time. See Public Comment under Item 6C.

### 4. STATUS UPDATES

#### A. LOXAHATCHEE WATERSHED STATUS

Mr. Howard reviewed the Dubois Park Bacteria Monitoring & Swimming Guidance Program.

#### 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 July 16, 2020 as revised to remove Item 5G.”

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

#### A. Olympus Drive Notice of Intent to Assess (Resolution 2020-05)

"THAT THE GOVERNING BOARD approve Resolution 2020-05 the NOTICE OF INTENT to Assess, the Pending Lien Notice, and the Exhibits for the OLYMPUS DRIVE Assessment Area."

#### B. US 1 Residential Preliminary Assessment (Resolution 2020-06)

"THAT THE GOVERNING BOARD approve Resolution 2020-06 adopting the US HIGHWAY 1 RESIDENTIAL Preliminary Assessment Roll."

#### C. Whispering Trails Preliminary Assessment (Resolution 2020-07)

"THAT THE GOVERNING BOARD approve Resolution 2020-07 adopting the WHISPERING TRAILS Preliminary Assessment Roll."

#### D. Imperial Woods Preliminary Assessment (Resolution 2020-08)

"THAT THE GOVERNING BOARD approve Resolution 2020-08 adopting the IMPERIAL WOODS Preliminary Assessment Roll."

- E. Owner Furnished Equipment: LS 82 Standby Generator & ATS – to approve purchase

“THAT THE DISTRICT GOVERNING BOARD authorize the “piggy-back” of the Florida Association of Counties (FSA&AC) contract with ACF Power Systems, Inc. for 125KW Generator Package Specification # 102 with contract upgrades as detailed in ACF Power System, Inc.’s proposal dated June 18, 2020 in the amount of \$64,230.00.”

- F. Owner Furnished Equipment: LS 82 Submersible Pumps – to approve purchase

“THAT THE DISTRICT GOVERNING BOARD award the purchase of Lift Station 082 submersible pumps as detailed in Xylem Water Solutions US, Inc./Flygt Products proposal dated June 26, 2020 in the amount of \$187,338.10.”

- H. Jupiter Inlet Lighthouse Septic to Sewer Conversion – to approve engineering contract

This item was within the Executive Director’s signing authority and did not require Board action.

- I. Fixed Asset Disposal – to approve disposal

No Fixed Assets were submitted for disposal.

- J. Change Orders to Current Contracts – to approve modifications

“THAT THE GOVERNING BOARD authorize Change Order 1 to Baxter & Woodman Inc.’s contract for IQ511 Pump Station Piping Improvements in the amount of \$30,526.74.”

## 6. REGULAR AGENDA

### A. CONSENT AGENDA ITEMS PULLED FOR DISCUSSION

Item 5G was pulled for discussion.

5G. Disposal of Surplus Tangible Personal Property Policy – to approve policy

Dr. Arrington reviewed the proposed Disposal of Surplus Tangible Personal Property Policy

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

“THAT THE DISTRICT GOVERNING BOARD ratify and approve the modified Disposal of Surplus Tangible Property Personal Policy and direct the Executive Director to implement the policy with an effective date of July 17, 2020.”

### B. Rules Chapter 31-2, Agenda and Scheduling of Meetings and Workshops

Dr. Arrington discussed the proposed changes to Rules Chapter 31-2.

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

“THAT THE DISTRICT GOVERNING BOARD approve the revised Rule Chapter 31-2 as presented and with an effective date of July 17, 2020.”

#### C. Attorney General Opinion

Mr. Shenkman, The Board and staff discussed the supplemental documents to be submitted to the Attorney General.

MOTION: Made by Mr. Boggie, Seconded by Dr. Rostock,  
Failed 0-5.

“That the Governing Board directs the Executive Director and legal counsel to begin work necessary to seek revision to the District’s Enabling Act by the Legislature to include clarification and/or expansion of our powers and authority, including:

1. to preserve and protect the natural systems in the District;
2. to lease or license any District property to any non-governmental entity;
3. to conduct environmental education to promote protection and preservation of the Loxahatchee River watershed; and
4. to conduct environmental research and restoration within the Loxahatchee River watershed.”

MOTION: Made by Dr. Rostock, Seconded by Mr. Boggie,  
Passed 4-1 with Mr. Silverman voting against.

“That the Governing Board directs the Executive Director and legal counsel to begin drafting revisions to the District’s Enabling Act to include clarification of our powers and authority, including:

1. to preserve and protect the natural systems in the District;
2. to lease or license any District property to any non-governmental entity;
3. to conduct environmental education to promote protection and preservation of the Loxahatchee River watershed; and
4. to conduct environmental research and restoration within the Loxahatchee River watershed.”

Mr. Duffy commented that he would have suggested that the motion included “our implied powers” and included limitation on environmental education.

#### D. Busch Wildlife Sanctuary License Agreement

Chairman Rockoff led a discussion of the key items relating to the Busch Wildlife Sanctuary License Agreement negotiations. The Board directed staff to continue negotiations with Busch. Wildlife Sanctuary.

No action was taken.

F. Environmental Education Policy

Dr. Arrington reviewed the proposed changes to the Environmental Education Policy.

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

“THAT THE GOVERNING BOARD approve the attached Environmental Education Policy and direct the Executive Director to implement this policy with an effective date of July 17, 2020.”

G. Budget Assumptions

Dr. Arrington reviewed the Budget Assumptions for the 2020-2021 Fiscal Year.

No action was taken.

7. REPORTS

B. LEGAL COUNSEL’S REPORT

Mr. Shenkman discussed Homeland Security Risk and suggested we have a vulnerability and security assessment.

The following reports stood as written.

A. NEIGHBORHOOD SEWERING

C. ENGINEER’S REPORTS

D. BUSCH WILDLIFE SANCTUARY

E. DIRECTOR’S REPORT

8. FUTURE BUSINESS

Dr. Arrington reviewed the Future Business report.

9. COMMENTS FROM THE BOARD

No comments were received.

10. ADJOURNMENT

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

“That the regular meeting of July 16, 2020 adjourns at 9:31 PM.”

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BOARD CHAIRMAN

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BOARD SECRETARY

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RECORDING SECRETARY

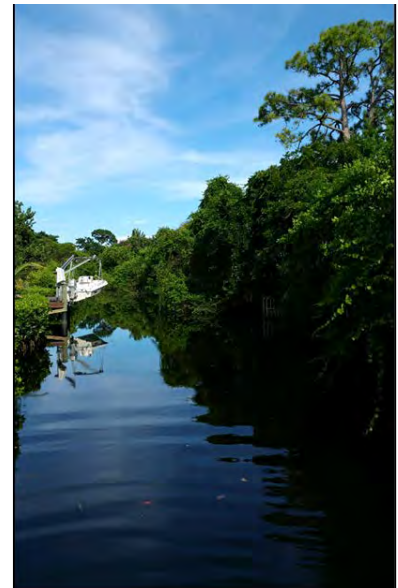
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## Loxahatchee River Watershed Status

### Loxahatchee River Water Quality Impairments & Jones Creek


This month the Board is considering the District's involvement in seeking the Florida Department of Environmental Protection's (FDEP) water quality improvement grant funding to explore and evaluate "innovative technologies" to improve water quality in Jones Creek. In preparation for that discussion in this month's watershed status report we will provide the Board with a high-level synopsis of the EPA and FDEP designated water quality "impairments" and the linkage to the District's work in Jones Creek, both in the past and into the future.





# LOXAHATCHEE RIVER DISTRICT'S EXECUTIVE DASHBOARD



		Stewardship	Wastewater						Engineering	General Business					EHS	River Health		
		# People educated at RC	Mean Daily Incoming Flow	Delivery of Reclaimed Water	Customer Service	Sewage Spilled	Permit exceedance	NANO Blend to Reuse (@ 511)	Grease Interceptor Inspections	Cash Available	Revenue (excluding assessment & capital contrib.)	Operating Expenses	Capital Projects		Employee Safety	Minimum Flow Compliance	Salinity @ NB seagrass beds	River Water Quality
Units		% of Target	million gallons/day	# days demand not met	# blockages with damage in home	Gallons; # impacting surface waters	# occurrences	Max Specific Conductance (umhos/cm)	% requiring pump out	\$	% of Budget	% of Budget	% within budget	% on time	# of OSHA recordable injuries	# Days MFL Violation	‰	Fecal Coliform Bacteria (cfu/100ml)
Green Level		≥ 90%	< 7.7	<2	Zero	<704; 0	Zero	<1542	≤ 15	≥ \$9,894,657	≥ 95%	≥ 85% but ≤ 105%	≥80%	≥80%	Zero	0	min ≥ 20 ‰	90% of sites ≤ 200
Yellow		< 90%	< 8.8	≥ 2	1	≤1,500	1	≤1875	≤ 25	< \$9,894,657	≥ 90%	≥ 80%	≥60%	≥60%	-	1	min ≥ 10 ‰	2 or more sites >200 but ≤ 400
Red		<75%	≥ 8.8	≥ 9	≥ 2	>1,500; ≥1	≥ 2	>1875	> 25	< \$5,557,057	< 90%	< 80% or > 105%	< 60%	< 60%	≥ 1	≥ 2	min < 10 ‰	≥ 2 sites > 400
2017 Baseline		104%	6.6	1	0	2,225	0	1,127	9	\$ 30,425,084	95%	85%	98%	85%	0	not avail	22.8	1 > 200
2018 Baseline		112%	6.8	1	0	1,606	0	1,216	8	\$ 33,683,858	99%	85%	95%	56%	0.4	42	23.1	1 > 200
2019 Baseline		100%	6.8	1	1	8,022	0	1229	9	\$ 35,137,006	100%	89%	95%	63%	0.3	2	22.9	1 > 200
2019	July	85%	6.2	0	0	3,800	0	1,279	6	\$ 34,005,523	98%	88%	92%	42%	1	0	28.8	0 > 200
	Aug	89%	6.9	1	0	3,000	2	1,163	8	\$ 33,341,832	97%	89%	92%	33%	1	0	15.9	3 > 200
	Sept	74%	6.5	3	1	2,250	0	1,125	13	\$ 31,573,764	97%	89%	92%	33%	0	0	12.9	0 > 200
	Oct	116%	6.5	1	1	3,000	0	1,298	7	\$ 32,222,812	105%	103%	92%	88%	1	0	26.9	0 > 200
	Nov	113%	6.5	3	1	67,850	0	1,230	18	\$ 33,374,275	98%	90%	92%	83%	0	0	18.7	1 > 200
	Dec	108%	6.9	0	1	310	0	1,291	18	\$ 33,400,263	105%	87%	92%	83%	0	0	6.1	1 > 200
2020	Jan	109%	7.1	6	0	485	0	1,176	7	\$ 34,262,489	104%	93%	92%	83%	0	0	7.3	0 > 200
	Feb	137%	7.4	3	1	447	0	1,227	0	\$ 35,411,980	102%	91%	92%	83%	1	0	24.5	1 > 200
	Mar	40%	7.3	0	0	10,010	0	1,256	2	\$ 34,352,969	104%	90%	92%	83%	0	23	27.9	3 > 200
	Apr	0%	6.9	0	0	121	0	1,331	13	\$ 35,108,854	103%	89%	88%	79%	1	30	32.7	1 > 200
	May	0%	7.3	0	0	4,028	0	1,461	0	\$ 35,110,453	102%	89%	90%	90%	0	31	11.2	2 > 200
	June	0%	8.0	0	0	17027; 1	0	986	50	\$ 34,561,002	101%	88%	90%	65%	0	1	2.0	0 > 200
	July	0%	6.2	0	0	510; 0	1	1,169	29	\$ 34,611,807	100%	90%	85%	30%	0	0	17.3	2 > 200
Consecutive Months at Green		0	134	5	5	1	0	118	0	133	96	18	56	0	3	1	0	0
Metric Owner		O'Neill	Pugsley	Dean	Dean	Dean	Pugsley	Pugsley	Dean	Fraraccio	Fraraccio	Fraraccio	Dean	Dean	Bains	Howard	Howard	Howard

## Metric

Public Education

Permit Exceedance

Grease Interceptors

Capital Projects (on time)

Salinity

River Water Quality

## Explanation

The COVID-19 pandemic caused closure of the River Center in mid-March. While attendance at the River Center is zero, our educators have shifted gears and are providing online content and working on other projects (see River Center report for links).

Through a combination of issues (power fluctuation, stuck check valve, improper operation of a hand-held meter) the night of July 1, the treatment plant experienced a permit exceedance when chlorine residual was less than the required 1.0 mg/L for a total of approximately 25 minutes, which resulted in 116,445-gallons of treated effluent not being effectively disinfected - see Operations Report for details and a summary of corrective actions.

We are still working through some issues with our reporting system for grease interceptor inspections. We expect to have this issue remedied by next month.

Six out of 20 projects are on schedule. In next month's Engineering Report, staff will present an update to how we are scheduling, tracking, and assessing timely performance of key projects.

We received 7.9-inches of rain in July. July rains combined with June rains yielded average daily flow over Lainhart Dam of 245 cubic feet per second for the month of July. These flows depressed salinity conditions in North Bay - where some of the healthiest seagrass beds occur.

Two sites had fecal coliform bacteria concentrations that exceeded 400 cfu/100ml. These sites were the mouth of Kitching Creek (water quality station 65) and the mouth of Cypress Creek (water quality station 100).

# Loxahatchee River District

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

## MEMORANDUM

TO: Governing Board  
FROM: Administration Staff  
DATE: August 10, 2020  
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. US 1 Residential Final Assessment (Resolution 2020-09)
- B. Whispering Trails Final Assessment (Resolution 2020-10)
- C. Imperial Woods Final Assessment (Resolution 2020-11)
- D. Audit Services Contract – to approve renewal
- E. Merchant Services Contract – to approve renewal
- F. FAU IQ Water Agreement – to approve renewal
- G. Lien Policy & Procedure – to rescind existing and approve revised policy
- H. Connection Charge Installment Agreement – to approve agreement form
- I. Moving Expense Reimbursement Policy – to approve policy
- J. Memorandum of Understanding-Jupiter Inlet Lighthouse – to authorize approval
- K. Fixed Asset Disposal – to approve disposal
- L. Change Orders to Current Contracts – to approve modifications

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

The following Motion is provided for Board consideration:

**“THAT THE GOVERNING BOARD approve the Consent Agenda of August 20, 2020 as presented.”**

Signed,

A handwritten signature in blue ink, appearing to read "D. Albrey Arrington".

D. Albrey Arrington, Ph.D.  
Executive Director

J:\BOARD\Consent2020.docx

Gordon M. Boggie  
Board Member

Dr. Matt H. Rostock  
Board Member

Stephen B. Rockoff  
Chairman

Harvey M. Silverman  
Board Member

James D. Snyder  
Board Member



# Curtis Shenkman, P.A.

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

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August 10, 2020

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

Re: Resolution 2020-09 and FINAL Assessment Roll for US HIGHWAY 1 Residential

Dear Albrey:

Attached to this letter is Transfer of Property Lien, Resolution 2020-09, Exhibit "A" Final Assessment Roll, Exhibit B Map, and the most recent list of property owners, as part of the Resolution.

A SUGGESTED MOTION for the Board at the August 20, 2020 meeting is as follows:  
"THAT THE GOVERNING BOARD approve Resolution 2020-09 adopting the US HIGHWAY 1 Residential FINAL Assessment Roll and Exhibits."

Sincerely,

*Curtis L. Shenkman*

Curtis L. Shenkman

RESOLUTION NO. 2020-09

A RESOLUTION OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT RELATING TO THE **US HIGHWAY 1 RESIDENTIAL** ASSESSMENT AREA IMPROVEMENTS; ADOPTING THE ASSESSMENT ROLL FOR **US HIGHWAY 1 RESIDENTIAL** ASSESSMENT AREA IMPROVEMENTS; CONFIRMING SAID SPECIAL ASSESSMENT ROLL AS ATTACHED HERETO AS EXHIBITS “A” AND “B”; PROVIDING FOR ELLIS RULE COMPLIANCE; PROVIDING FOR DECLARING LINE AVAILABLE FOR CONNECTION; PROVIDING THE SPECIAL ASSESSMENTS SHALL BE COLLECTED AS NON-AD VALOREM SPECIAL ASSESSMENTS ON THE REAL ESTATE TAX BILL; AUTHORIZING THE DISTRICT CLERK TO PREPARE AND DELIVER THE NON-AD VALOREM SPECIAL ASSESSMENT ROLL TO THE PALM BEACH COUNTY AND MARTIN COUNTY PROPERTY APPRAISERS, TAX COLLECTORS, AND FLORIDA DEPARTMENT OF REVENUE; PROVIDING FOR CONSISTENCY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Governing Board of the Loxahatchee River Environmental Control District (hereinafter called the “District”) has authorized the sewer improvements constructed in the **US HIGHWAY 1 RESIDENTIAL** Assessment Area; and

WHEREAS, The District’s previous Resolutions **2019-04 & 2020-06** were approved by the District’s Governing Board and directed the preparation of the Assessment Roll.

WHEREAS, the Governing Board, on the 20th day of AUGUST, 2020 at 6:55 P.M., sat as Board of Adjustment as provided in District Rule 31-11.005, and held the Public Hearings under Florida Statutes Chapter 197.

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

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

Section 2. The Special Assessment is in compliance with the “Ellis Rule” requirement of District Rule 31-10.011, and Resolution Nos. **2019-04 & 2020-06** of the District.

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

RESOLUTION **2020-09**

Loxahatchee River Environmental Control District

Section 4. Availability for Connection and Required Connection.

The waste water and sewerage system was “Available” for connection in accordance with District Rule 31-3.003(3) and Florida Statutes 381.0065(2)(a) when the Florida Department of Health released the system for service on January 22, 2020, which is the date of actual “Availability”. In accordance with Florida Statutes 381.00655, the affected property owners shall be required to connect to the sewerage system within one (1) year of the actual Availability.

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

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

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

PASSED AND ADOPTED BY THE GOVERNING BOARD OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, THIS 20th day of AUGUST, 2020.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT:  
VOTE

\_\_\_\_\_  
JAMES D. SNYDER

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

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

\_\_\_\_\_  
HARVEY M. SILVERMAN

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

EXHIBIT "A"  
FINAL ASSESSMENT ROLL  
LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT  
**US HIGHWAY 1 RESIDENTIAL ASSESSMENT AREA**

TOTAL COSTS AND EXPENSES RELATED TO THE IMPROVEMENTS. The District shall consider the **total** costs and expenses related to the improvements in the **US HIGHWAY 1 RESIDENTIAL** Assessment Area shall be **\$7,301.87** per parcel of property in the **US HIGHWAY 1 RESIDENTIAL** Area.

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

PAYMENT OF ASSESSMENT. As to Parcels of **US HIGHWAY 1 RESIDENTIAL** Assessment Area Property in EXHIBIT "B", the **\$6,571.68** assessment may be paid, interest free, at the office of the District on or before May 1, 2021.

**Owners who do not pay the \$6,571.68 assessment on or before May 1, 2021 shall have the \$6,571.68 principal added to the tax roll as a non-ad valorem assessment to accrue interest, beginning October 1, 2020, at six and seven eights percent (6.875%) per annum, to be collected in twenty (20) equal annual installments of \$614.31, commencing with the November 1, 2021 Real Estate Tax Bill.**

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

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

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

**TRANSFER OF PROPERTY LIEN TO NON-AD  
VALOREM TAX BILL & CERTIFICATION OF SPECIAL  
ASSESSMENT ROLL FOR US HIGHWAY 1 RESIDENTIAL SPECIAL ASSESSMENTS**

THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, a special district of the State of Florida created and existing pursuant to Chapter 2002-358, Laws of Florida (the "District"), gives public notice that the District's Governing Board as of and effective on the 20th day of AUGUST, 2020, passed Resolution 2020-09 which is attached hereto, approving the non-ad valorem tax bill, AND TRANSFERRING THE RECORDED LIEN ON PROPERTIES IDENTIFIED AS BEING PART OF THE **US HIGHWAY 1 RESIDENTIAL** AREA LISTED IN THE FOLLOWING DOCUMENTS, as recorded in the Public Records of **PALM BEACH** County, Florida:

1. Pending Lien Notice of Intent to Assess, and Resolution **2019-04**, recorded on **March 22, 2019 in Official Record Book 30491, Pages 1424 through 1430 in the Public Records of PALM BEACH County, Florida.**

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

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

IN WITNESS WHEREOF, the undersigned, Executive Director of the Loxahatchee River Environmental Control District, hereby certifies on AUGUST 20, 2020, the information contained herein is true and accurate.

WITNESSES:

LOXAHATCHEE RIVER ENVIRONMENTAL  
CONTROL DISTRICT

By: \_\_\_\_\_

D. Albrey Arrington, Ph.D.  
Executive Director

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of X physical presence or \_\_\_ online notarization on August 20, 2020, by D. Albrey Arrington, Ph.D., EXECUTIVE DIRECTOR of the LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, a special district of the State of Florida, on behalf of the District, who is personally known to me.

(Notary Seal)

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

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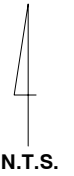
Ms. Deborah Osborne  
re: 13440 US Hwy 1  
13440 US Hwy 1  
N Palm Beach FL 33408  
28-43-41-28-13-000-0010

Mr. & Mrs. Robert Prier  
re: vac US Hwy 1  
11350 US Hwy 1 #2  
N Palm Beach FL 33408  
28-43-41-28-13-000-0030

Mr. Micah Bass Tr  
re: 13500 US Hwy 1  
7200 International Dr  
Orlando FL 32819  
28-43-41-28-13-000-0040

# EXHIBIT "B"

## US HIGHWAY 1 RESIDENTIAL LOW PRESSURE SEWER SYSTEM ASSESSMENT AREA



### LEGEND

 NOT IN ASSESSMENT AREA

# Curtis Shenkman, P.A.

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[Curtis@PalmBeachLawyer.Law](mailto:Curtis@PalmBeachLawyer.Law)  
[Judy@PalmBeachLawyer.Law](mailto:Judy@PalmBeachLawyer.Law)  
[Melissa@PalmBeachLawyer.Law](mailto:Melissa@PalmBeachLawyer.Law)  
[Denise@PalmBeachLawyer.Law](mailto:Denise@PalmBeachLawyer.Law)

Board Certified Real Estate Attorney  
Embassy Suites Office Tower  
4400 PGA Blvd, Suite 301  
Palm Beach Gardens, FL 33410

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

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August 11, 2020

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

Re: Resolution 2020-10 and FINAL Assessment Roll for WHISPERING TRAILS

Dear Albrey:

Attached to this letter is Transfer of Property Lien, Resolution 2020-10, Exhibit "A" Final Assessment Roll, Exhibit B Map, and the most recent list of property owners, as part of the Resolution.

A SUGGESTED MOTION for the Board at the August 20, 2020 meeting is as follows:

"THAT THE GOVERNING BOARD approve Resolution 2020-10 adopting the WHISPERING TRAILS FINAL Assessment Roll and Exhibits."

Sincerely,

*Curtis L. Shenkman*

Curtis L. Shenkman



RESOLUTION NO. 2020-10

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

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

WHEREAS, The District’s previous Resolutions **2016-27& 2020-07** were approved by the District’s Governing Board and directed the preparation of the Assessment Roll.

WHEREAS, the Governing Board, on the 20th day of AUGUST, 2020 at 6:56 P.M., sat as Board of Adjustment as provided in District Rule 31-11.005, and held the Public Hearings under Florida Statutes Chapter 197.

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

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

Section 2. The Special Assessment is in compliance with the “Ellis Rule” requirement of District Rule 31-10.011, and Resolution Nos. **2016-27& 2020-07** of the District.

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

RESOLUTION **2020-10**

Loxahatchee River Environmental Control District

Section 4. Availability for Connection and Required Connection.

The waste water and sewerage system was “Available” for connection in accordance with District Rule 31-3.003(3) and Florida Statutes 381.0065(2)(a) when the Florida Department of Health released the system for service on February 10, 2020, which is the date of actual “Availability”. In accordance with Florida Statutes 381.00655, the affected property owners shall be required to connect to the sewerage system within one (1) year of the actual Availability.

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

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

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

PASSED AND ADOPTED BY THE GOVERNING BOARD OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, THIS 20th day of AUGUST, 2020.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT:  
VOTE

\_\_\_\_\_  
JAMES D. SNYDER

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

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

\_\_\_\_\_  
HARVEY M. SILVERMAN

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

EXHIBIT "A"  
FINAL ASSESSMENT ROLL  
LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT  
**WHISPERING TRAILS ASSESSMENT AREA**

TOTAL COSTS AND EXPENSES RELATED TO THE IMPROVEMENTS. The District shall consider the **total** costs and expenses related to the improvements in the **WHISPERING TRAILS** Assessment Area shall be **\$27,484.14** per parcel of property in the **WHISPERING TRAILS** Area.

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

PAYMENT OF ASSESSMENT. As to Parcels of **WHISPERING TRAILS** Assessment Area Property in EXHIBIT "B", the **\$24,735.72** assessment may be paid, interest free, at the office of the District on or before May 1, 2021.

**Owners who do not pay the \$24,735.72 assessment on or before May 1, 2021 shall have the \$24,735.72 principal added to the tax roll as a non-ad valorem assessment to accrue interest, beginning October 1, 2020, at six and seven eights percent (6.875%) per annum, to be collected in twenty (20) equal annual installments of \$2,312.24, commencing with the November 1, 2021 Real Estate Tax Bill.**

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

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

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

**TRANSFER OF PROPERTY LIEN TO NON-AD  
VALOREM TAX BILL & CERTIFICATION OF SPECIAL  
ASSESSMENT ROLL FOR WHISPERING TRAILS SPECIAL ASSESSMENTS**

THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, a special district of the State of Florida created and existing pursuant to Chapter 2002-358, Laws of Florida (the "District"), gives public notice that the District's Governing Board as of and effective on the 20th day of AUGUST, 2020, passed Resolution 2020-10 which is attached hereto, approving the non-ad valorem tax bill, AND TRANSFERRING THE RECORDED LIEN ON PROPERTIES IDENTIFIED AS BEING PART OF THE **WHISPERING TRAILS** AREA LISTED IN THE FOLLOWING DOCUMENTS, as recorded in the Public Records of **PALM BEACH** County, Florida:

1. Pending Lien Notice of Intent to Assess, and Resolution **2016-27**, recorded on November 23, 2016 in **Official Record Book 28722, Pages 755 through 767 in the Public Records of PALM BEACH County, Florida.**

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

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

IN WITNESS WHEREOF, the undersigned, Executive Director of the Loxahatchee River Environmental Control District, hereby certifies on AUGUST 20, 2020, the information contained herein is true and accurate.

WITNESSES:

LOXAHATCHEE RIVER ENVIRONMENTAL  
CONTROL DISTRICT

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

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of X physical presence or \_\_\_ online notarization on August 20, 2020, by D. Albrey Arrington, Ph.D., EXECUTIVE DIRECTOR of the LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, a special district of the State of Florida, on behalf of the District, who is personally known to me.

(Notary Seal)

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

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Mr. David Weychert  
re: 19650 Red Maple Ln  
19650 Red Maple Ln  
Jupiter FL 33458  
00-42-40-27-08-012-0050

Mr. & Mrs. Ronaldo Chaves  
re: 19534 Trails End Ter  
19534 Trails End Ter  
Jupiter FL 33458  
00-42-40-27-05-001-0010

Ms. Gloria Pelchen  
re: 6079 Wood Lake Rd  
6079 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-05-002-0010

Mr. & Mrs. Julian Gaillard IV  
re: 6063 Wood Lake Rd  
6063 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-05-002-0020

Mr. & Mrs. Scott Mc Mullen  
re: 6049 Wood Lake Rd  
6049 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-05-002-0030

Mr. & Mrs. Gene Lipscher  
re: 6029 Wood Lake Rd  
6029 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-05-002-0040

Mr. & Mrs. Evan Dumas  
re: 19523 Trails End Ter  
19523 Trails End Ter  
Jupiter FL 33458  
00-42-40-27-05-002-0050

Mr. & Mrs. Richard Davis  
re: 19519 Trails End Ter  
19519 Trails End Ter  
Jupiter FL 33458  
00-42-40-27-05-002-0060

Dr. Robert Morgan  
re: 19511 Trails End Ter  
19511 Trails End Ter  
Jupiter FL 33458  
00-42-40-27-05-002-0070

Mr. & Mrs. Kilmer Joyce  
re: 19507 Trails End Ter  
19507 Trails End Ter  
Jupiter FL 33458  
00-42-40-27-05-002-0080

Mr. & Mrs. Christopher Giomblanco  
re: 19503 Trails End Ter  
19503 Trails End Ter  
Jupiter FL 33458  
00-42-40-27-05-002-0090

Mr. & Mrs. Gerard Leahy  
re: 19502 Trails End Ter  
19502 Trails End Ter  
Jupiter FL 33458  
00-42-40-27-05-002-0100

Mr. & Mrs. John Schaefer  
re: 19506 Trails End Ter  
19506 Trails End Ter  
Jupiter FL 33458  
00-42-40-27-05-002-0110

Ms. G Ross/D Slutak  
re: 19510 Trails End Ter  
19510 Trails End Ter  
Jupiter FL 33458  
00-42-40-27-05-002-0120

Mr. & Mrs. Peter Grzybowski  
re: 19514 Trails End Ter  
19514 Trails End Ter  
Jupiter FL 33458  
00-42-40-27-05-002-0130

Mr. & Mrs. Alex Reed  
re: 19518 Trails End Ter  
19518 Trails End Ter  
Jupiter FL 33458  
00-42-40-27-05-002-0140

Mr. & Mrs. John Van Dusen  
re: 19522 Trails End Ter  
19522 Trails End Ter  
Jupiter FL 33458  
00-42-40-27-05-002-0150

Ms. Holly Boehmer  
re: 19526 Trails End Ter  
10389 158th St N  
Jupiter FL 33478  
00-42-40-27-05-002-0160

Mr. & Mrs. Bryan Woeber  
re: 19530 Trails End Ter  
19530 Trails End Ter  
Jupiter FL 33458  
00-42-40-27-05-002-0170

Mr. Don Brand Sr % Glenn Brand  
re: 6147 Wood Lake Rd  
1313 Evans Rd  
Belmar NJ 07719  
00-42-40-27-05-003-0010

Mr. Gregory Kunzelmann  
re: 6139 Wood Lake Rd  
6139 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-05-003-0020

Mr. Todd Stewart  
re: 6127 Wood Lake Rd  
6127 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-05-003-0030

Mr. & Mrs. David Flom  
re: 6115 Wood Lake Rd  
6115 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-05-003-0040

Mr. & Mrs. Robert Grose  
re: 6081 Wood Lake Rd  
6081 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-05-003-0050

Mr. & Mrs. Rafael Cordero  
re: 6153 Wood Lake Rd  
6153 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-05-004-0010

Mr. & Mrs. Ronald Hines  
re: 19626 Red Maple Ln  
19626 Red Maple Ln  
Jupiter FL 33458  
00-42-40-27-05-004-0020

Mr. & Mrs. Mark Brinich  
re: 6114 Wood Lake Rd  
6114 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-05-005-0010

Mr. & Mrs. Marc Sickle  
re: 6126 Wood Lake Rd  
6126 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-05-005-0020

Mr. & Mrs. Craig Wallace  
re: 6138 Wood Lake Rd  
6138 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-05-005-0030

Mr. & Mrs. John Howard  
re: 19535 Trails End Ter  
19535 Trails End Ter  
Jupiter FL 33458  
00-42-40-27-05-006-0010

Mr. Gregory Mc Dermott  
re: 6036 Wood Lake Rd  
6036 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-05-006-0020

Mr. & Mrs. George Crouse Tr  
re: 6048 Wood Lake Rd  
6048 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-05-006-0030

Mr. & Mrs. Christopher Erb  
re: 6062 Wood Lake Rd  
6062 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-05-006-0040

Mr. & Mrs. Blaine Mc Kenzie Jr  
re: 6074 Wood Lake Rd  
6074 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-05-006-0050

Mr. & Mrs. Karl Burgin Tr  
re: 6080 Wood Lake Rd  
6080 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-05-006-0060

Mr. & Mrs. Carlton Schelhorn Jr  
re: 19574 Trails End Ter  
19574 Trails End Ter  
Jupiter FL 33458  
00-42-40-27-06 -001-0110

Mr. Derek Brock  
re: 19538 Trails End Ter  
19538 Trails End Ter  
Jupiter FL 33458  
00-42-40-27-06-001-0020

Mr. Sunil Khetarpal  
re: 19542 Trails End Ter  
19467 Camp Ln  
Jupiter FL 33458  
00-42-40-27-06-001-0030

Mr. & Mrs. Michael Hollenbush  
re: 19546 Trails End Ter  
19546 Trails End Ter  
Jupiter FL 33458  
00-42-40-27-06-001-0040

Mr. R Kullen III/M Casker  
re: 19550 Trails End Ter  
19550 Trails End Ter  
Jupiter FL 33458  
00-42-40-27-06-001-0050

Mr. Ryan Patterson  
re: 19554 Trails End Ter  
19554 Trails End Ter  
Jupiter FL 33458  
00-42-40-27-06-001-0060

Mr. & Mrs. Henry Blakiston  
re: 19558 Trails End Ter  
19558 Trails End Ter  
Jupiter FL 33458  
00-42-40-27-06-001-0070

Mr. & Mrs. Timothy Crotty  
re: 19562 Trails End Ter  
19562 Trails End Ter  
Jupiter FL 33458  
00-42-40-27-06-001-0080

Mr. Matthew Cody  
re: 19566 Trails End Ter  
19566 Trails End Ter  
Jupiter FL 33458  
00-42-40-27-06-001-0090

Mr. E Kimball/M Walsh  
re: 19570 Trails End Ter  
19570 Trails End Ter  
Jupiter FL 33458  
00-42-40-27-06-001-0100

Mr. & Mrs. Ashok Patel  
re: 19578 Trails End Ter  
19578 Trails End Ter  
Jupiter FL 33458  
00-42-40-27-06-001-0120

Ms. Deborah Johnson  
re: 19582 Trails End Ter  
19582 Trails End Ter  
Jupiter FL 33458  
00-42-40-27-06-001-0130

Mr. & Mrs. Mark Homan  
re: 19586 Trails End Ter  
19586 Trails End Ter  
Jupiter FL 33458  
00-42-40-27-06-001-0140

Mr. S Stern/L Dayan  
re: 19590 Trails End Ter  
19590 Trails End Ter  
Jupiter FL 33458  
00-42-40-27-06-001-0150

Mr. & Mrs. Frank Kohnen  
re: 19594 Trails End Ter  
19594 Trails End Ter  
Jupiter FL 33458  
00-42-40-27-06-001-0160

Mr. & Mrs. Donald Paulus  
re: 19598 Trails End Ter  
19598 Trails End Ter  
Jupiter FL 33458  
00-42-40-27-06-001-0170

Mr. & Mrs. Norbert Ehrich  
re: 19602 Trails End Ter  
19602 Trails End Ter  
Jupiter FL 33458  
00-42-40-27-06-001-0180

Mr. & Mrs. Todd Andrews  
re: 19606 Trails End Ter  
19606 Trails End Ter  
Jupiter FL 33458  
00-42-40-27-06-001-0190

Mr. & Mrs. Christopher Ricker  
re: 6170 Sand Pine Ct  
6170 Sand Pine Ct  
Jupiter FL 33458  
00-42-40-27-06-001-0200

Mr. & Mrs. Richard Harpenau  
re: 6190 Sand Pine Ct  
6190 Sand Pine Ct  
Jupiter FL 33458  
00-42-40-27-06-001-0210

Mr. & Mrs. Brian Kaplan  
re: 6204 Sand Pine Ct  
6204 Sand Pine Ct  
Jupiter FL 33458  
00-42-40-27-06-001-0220

Mr. & Mrs. Paul Kennedy  
re: 6216 Sand Pine Ct  
6216 Sand Pine Ct  
Jupiter FL 33458  
00-42-40-27-06-001-0230

Mr. & Mrs. Patrick Bryan  
re: 6217 Sand Pine Ct  
6217 Sand Pine Ct  
Jupiter FL 33458  
00-42-40-27-06-001-0240

Mr. & Mrs. Craig Stroeve  
re: 6205 Sand Pine Ct  
6205 Sand Pine Ct  
Jupiter FL 33458  
00-42-40-27-06-001-0250

Mr. & Mrs. Michael O'Bryan  
re: 6191 Sand Pine Ct  
6191 Sand Pine Ct  
Jupiter FL 33458  
00-42-40-27-06-001-0260

Ms. Barbara Jones  
re: 6171 Sand Pine Ct  
6171 Sand Pine Ct  
Jupiter FL 33458  
00-42-40-27-06-001-0270

Mr. & Mrs. David Capparelli  
re: 6153 Sand Pine Ct  
6153 Sand Pine Ct  
Jupiter FL 33458  
00-42-40-27-06-001-0280

Mr. & Mrs. John Carlton  
re: 6152 Wood Lake Rd  
6152 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-06-001-0290

Mr. & Mrs. Robert Kilian II  
re: 6164 Wood Lake Rd  
6164 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-06-001-0300

Mr. & Mrs. Christopher Hewitt  
re: 6178 Wood Lake Rd  
6178 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-06-001-0310

Ms. Priscilla Marshall  
re: 6190 Wood Lake Rd  
6190 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-06-001-0320

Ms. Dorothy Lamprecht  
re: 6204 Wood Lake Rd  
6204 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-06-001-0330

Mr. John Hocht II  
re: 6216 Wood Lake Rd  
6216 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-06-001-0340

Mr. Louis Carrino Tr  
re: 19542 Red Gum Trl  
19542 Red Gum Trl  
Jupiter FL 33458  
00-42-40-27-06-001-0350

Ms. Cynthia Marr  
re: 19546 Red Gum Trl  
19546 Red Gum Trl  
Jupiter FL 33458  
00-42-40-27-06-001-0360

Mr. K Roberts/T Ruge  
re: 19550 Red Gum Trl  
19550 Red Gum Trl  
Jupiter FL 33458  
00-42-40-27-06-001-0370

Mr. & Mrs. John Mildner  
re: 19554 Red Gum Trl  
19554 Red Gum Trl  
Jupiter FL 33458  
00-42-40-27-06-001-0380

Dr. & Mrs. Robert Berman  
re: 19558 Red Gum Trl  
19558 Red Gum Trl  
Jupiter FL 33458  
00-42-40-27-06-001-0390

Mr. & Mrs. David Fielding  
re: 19562 Red Gum Trl  
19562 Red Gum Trl  
Jupiter FL 33458  
00-42-40-27-06-001-0400

Mr. & Mrs. Michael Singer  
re: 19566 Red Gum Trl  
19566 Red Gum Trl  
Jupiter FL 33458  
00-42-40-27-06-001-0410

Mr. & Mrs. David Vaughn  
re: 19567 Red Gum Trl  
19567 Red Gum Trl  
Jupiter FL 33458  
00-42-40-27-06-001-0420

Ms. J Gandy/B Rich  
re: 19563 Red Gum Trl  
19563 Red Gum Trl  
Jupiter FL 33458  
00-42-40-27-06-001-0430

Mr. & Mrs. Nino Migoya  
re: 19551 Red Gum Trl  
19551 Red Gum Trl  
Jupiter FL 33458  
00-42-40-27-06-001-0440

Mr. & Mrs. Andrew Dinsdale  
re: 6230 Wood Lake Rd  
6230 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-06-001-0450

Mr. & Mrs. Michael Stelowitz  
re: 6242 Wood Lake Rd  
6242 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-06-001-0460

Mr. Charles Prior  
re: 19621 Trails End Ter  
19621 Trails End Ter  
Jupiter FL 33458  
00-42-40-27-06-005-0040

Ms. Dana Marini  
re: 19619 Trails End Ter  
19619 Trails End Ter  
Jupiter FL 33458  
00-42-40-27-06-005-0050

Mr. & Mrs. Richard Mays  
re: 19615 Trails End Ter  
19615 Trails End Ter  
Jupiter FL 33458  
00-42-40-27-06-005-0060

Mr. & Mrs. Brian Mc Greevy  
re: 19611 Trails End Ter  
19611 Trails End Ter  
Jupiter FL 33458  
00-42-40-27-06-005-0070

Mr. & Mrs. Thomas Pruitt  
re: 19603 Trails End Ter  
19603 Trails End Ter  
Jupiter FL 33458  
00-42-40-27-06-005-0080

Mr. & Mrs. Michael Weeks  
re: 19599 Trails End Ter  
19599 Trails End Ter  
Jupiter FL 33458  
00-42-40-27-06-005-0090

Mr. & Mrs. Jay Slazinski  
re: 19595 Trails End Ter  
19595 Trails End Ter  
Jupiter FL 33458  
00-42-40-27-06-005-0100

Mr. & Mrs. Michael Patch Tr  
re: 19591 Trails End Ter  
19591 Trails End Ter  
Jupiter FL 33458  
00-42-40-27-06-005-0110

Ms. Claudia Siwik  
re: 19587 Trails End Ter  
19587 Trails End Ter  
Jupiter FL 33458  
00-42-40-27-06-005-0120

Mr. & Mrs. Benjamin Smiley  
re: 19583 Trails End Ter  
19583 Trails End Ter  
Jupiter FL 33458  
00-42-40-27-06-005-0130

Mr. & Mrs. Michael Lantz  
re: 19575 Trails End Ter  
19575 Trails End Ter  
Jupiter FL 33458  
00-42-40-27-06-005-0140

Mr. & Mrs. Michael O'Donnell, II  
re: 19567 Trails End Ter  
19567 Trails End Ter  
Jupiter FL 33458  
00-42-40-27-06-005-0150

Mr. & Mrs. Jason Mc Pharlin  
re: 19559 Trails End Ter  
19559 Trails End Ter  
Jupiter FL 33458  
00-42-40-27-06-005-0160

Mr. & Mrs. Bruce Cobey Jr  
re: 19551 Trails End Ter  
19551 Trails End Ter  
Jupiter FL 33458  
00-42-40-27-06-005-0170

Dr. & Mrs. James Beattie  
re: 19543 Trails End Ter  
19543 Trails End Ter  
Jupiter FL 33458  
00-42-40-27-06-005-0180

Mr. & Mrs. Keivan Dehghanpisheh  
re: 6243 Wood Lake Rd  
6243 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-06-007-0010



Mr. & Mrs. Kenneth Montgomery Jr  
re: 6231 Wood Lake Rd  
6231 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-06-007-0020

Mr. & Mrs. Thomas Bongard  
re: 6217 Wood Lake Rd  
6217 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-06-007-0030

Ms. Tarrah Hersey-Malagon  
re: 6205 Wood Lake Rd  
6205 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-06-007-0040

Mr. & Mrs. Timothy Crowe  
re: 6191 Wood Lake Rd  
6191 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-06-007-0050

Mr. & Mrs. Matthew Imse  
re: 6171 Wood Lake Rd  
6171 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-06-007-0060

Mr. & Mrs. Ernest Cantelmo  
re: 6256 Wood Lake Rd  
6256 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-07-008-0010

Mr. & Mrs. William McGreevy  
re: 6268 Wood Lake Rd  
6268 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-07-008-0020

Mr. & Mrs. Justin Backus  
re: 6282 Wood Lake Rd  
6282 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-07-008-0030

Mr. & Mrs. Ramon Garcia  
re: 6294 Wood Lake Rd  
6294 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-07-008-0040

Mr. & Mrs. George Donaldson Jr  
re: 6308 Wood Lake Rd  
6308 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-07-008-0050

Mr. & Mrs. Alan Mulcahy  
re: 6320 Wood Lake Rd  
6320 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-07-008-0060

Mr. & Mrs. Jeremy Blaise  
re: 6334 Wood Lake Rd  
6334 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-07-008-0070

Mr. & Mrs. Michael Sims  
re: 6346 Wood Lake Rd  
6346 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-07-008-0080

Mr. & Mrs. Paul Proffett  
re: 6360 Wood Lake Rd  
6360 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-07-008-0090

Mr. & Mrs. Tad Harper  
re: 6477 Wood Lake Rd  
6477 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-07-010-0010

Mr. & Mrs. Philip Forbes  
re: 6465 Wood Lake Rd  
6465 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-07-010-0020

Mr. & Mrs. Alan Sadowsky  
re: 6445 Wood Lake Rd  
6445 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-07-010-0030

Ms. Patrice Miniguez Tr  
re: 6419 Wood Lake Rd  
6419 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-07-010-0040

Mr. & Mrs. Patrick Persante  
re: 6399 Wood Lake Rd  
6399 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-07-010-0050

Mr. & Mrs. Erik Arens  
re: 6387 Wood Lake Rd  
6387 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-07-010-0060

Mr. & Mrs. David Holey  
re: 6373 Wood Lake Rd  
6373 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-07-010-0070

Mr. & Mrs. Scott Espenship  
re: 6361 Wood Lake Rd  
6361 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-07-010-0080

Mr. & Mrs. Lee Stroever  
re: 6335 Wood Lake Rd  
6335 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-07-010-0090

Mr. & Mrs. Robert Holbrook  
re: 6321 Wood Lake Rd  
6321 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-07-010-0100

Mr. Robi Tschappat  
re: 6309 Wood Lake Rd  
6309 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-07-010-0110

Mr. & Mrs. William Butdorf  
re: 6289 Wood Lake Rd  
6289 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-07-010-0120

Mr. & Mrs. Charles Payson  
re: 6685 Wood Lake Rd  
6685 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-07-010-0130

Mr. James McCullough III  
re: 6653 Wood Lake Rd  
6653 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-07-010-0140

Mr. & Mrs. William Pankey  
re: 6633 Wood Lake Rd  
6633 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-07-010-0150

Mr. K Quick/C Milligan  
re: 6627 Wood Lake Rd  
6627 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-07-010-0160

Mr. & Mrs. Mark Morgan  
re: 6621 Wood Lake Rd  
6621 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-07-010-0170

Mr. & Mrs. Robert Clayman  
re: 6613 Wood Lake Rd  
6613 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-07-010-0180

Mr. & Mrs. Peter De Sanctis  
re: 6607 Wood Lake Rd  
6607 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-07-010-0190

Mr. & Mrs. Gary Nichols  
re: 6595 Wood Lake Rd  
6595 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-07-010-0200

Mr. & Mrs. William Dean  
re: 6581 Wood Lake Rd  
6581 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-07-010-0210

Mr. & Mrs. Mark Child  
re: 6372 Wood Lake Rd  
6372 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-07-011-0010

Mr. & Mrs. Roger Bursey  
re: 6386 Wood Lake Rd  
6386 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-07-011-0020

Mr. & Mrs. Benjamin Williamson  
re: 6398 Wood Lake Rd  
6398 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-07-011-0030

Mr. & Mrs. Scott Powers  
re: 6412 Wood Lake Rd  
6412 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-07-011-0040

Mr. & Mrs. Peter Bascetta  
re: 6424 Wood Lake Rd  
6424 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-07-011-0050

Ms. A Piazza, D Seminara, N Colon  
re: 6438 Wood Lake Rd  
6438 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-07-011-0060

Mr. Daniel Rahfeldt  
re: 6450 Wood Lake Rd  
6450 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-07-011-0070

Mr. & Mrs. Pedro Guilarte  
re: 6464 Wood Lake Rd  
6464 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-07-011-0080

Mr. & Mrs. Raymond Grochowski  
re: 6476 Wood Lake Rd  
6476 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-07-011-0090

Mr. & Mrs. Mark Sartory  
re: 6490 Wood Lake Rd  
6490 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-07-011-0100

Mr. & Mrs. David Ceglio  
re: 6502 Wood Lake Rd  
6502 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-07-011-0110

Ms. Debra Moler  
re: 6516 Wood Lake Rd  
6516 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-07-011-0120

Mr. & Mrs. Thomas Tessier Tr  
re: 6528 Wood Lake Rd  
6528 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-07-011-0130

Mr. David Seach  
re: 6542 Wood Lake Rd  
6542 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-07-011-0140

Mr. & Mrs. Philip Beattie  
re: 6554 Wood Lake Rd  
6554 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-07-011-0150

Mr. Richard Caspar  
re: 6568 Wood Lake Rd  
6568 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-07-011-0160

Mr. & Mrs. Ryan Lachmansingh  
re: 6580 Wood Lake Rd  
6580 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-07-011-0170

Mr. & Mrs. Francois Thomas  
re: 6594 Wood Lake Rd  
6594 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-07-011-0180

Mr. Joseph Hartman  
re: 6606 Wood Lake Rd  
6606 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-07-011-0190

Mr. P Gresch/M Hahn  
re: 6620 Wood Lake Rd  
6620 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-07-011-0200

Mr. & Mrs. Joseph Danek  
re: 6632 Wood Lake Rd  
6632 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-07-011-0210

Mr. & Mrs. Alexander Hoffs  
re: 6646 Wood Lake Rd  
6646 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-07-011-0220

Mr. & Mrs. John Shanor Jr  
re: 6658 Wood Lake Rd  
751 E River Rd  
Grand Island NY 14072  
00-42-40-27-07-011-0230

Ms. Patricia Rue  
re: 6672 Wood Lake Rd  
6672 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-07-011-0240

Mr. & Mrs. Ronald Wolf Tr  
re: 6684 Wood Lake Rd  
6684 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-07-011-0250

Ms. H Brickman/B Sullivan  
re: 6269 Wood Lake Rd  
6269 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-07-011-0260

Mr. & Mrs. Robert Bentz  
re: 6257 Wood Lake Rd  
6257 Wood Lake Rd  
Jupiter FL 33458  
00-42-40-27-07-011-0270

Mr. & Mrs. David Wrightson  
re: 19634 Red Maple Ln  
19634 Red Maple Ln  
Jupiter FL 33458  
00-42-40-27-08-012-0010

Mr. & Mrs. Glenn Goodman  
re: 19638 Red Maple Ln  
19638 Red Maple Ln  
Jupiter FL 33458  
00-42-40-27-08-012-0020

Mr. & Mrs. Thomas Burst  
re: 19642 Red Maple Ln  
19642 Red Maple Ln  
Jupiter FL 33458  
00-42-40-27-08-012-0030

Mr. & Mrs. Andrew Ross  
re: 19646 Red Maple Ln  
19646 Red Maple Ln  
Jupiter FL 33458  
00-42-40-27-08-012-0040

Mr. & Mrs. Michael Waters  
re: 19654 Red Maple Ln  
19654 Red Maple Ln  
Jupiter FL 33458  
00-42-40-27-08-012-0060

Mr. & Mrs. Aaron Allen  
re: 19658 Red Maple Ln  
19658 Red Maple Ln  
Jupiter FL 33458  
00-42-40-27-08-012-0070

Mr. & Mrs. Joshua Millar  
re: 19662 Red Maple Ln  
19662 Red Maple Ln  
Jupiter FL 33458  
00-42-40-27-08-012-0080

Ms. Sebastiana Warren  
re: 19666 Red Maple Ln  
19666 Red Maple Ln  
Jupiter FL 33458  
00-42-40-27-08-012-0090

Mr. & Mrs. Gary Mc Mullin  
re: 19659 Red Maple Ln  
19659 Red Maple Ln  
Jupiter FL 33458  
00-42-40-27-08-012-0100

Ms. Miriam Elso c/o Mike Elso  
re: 19655 Red Maple Ln  
19655 Red Maple Ln  
Jupiter FL 33458  
00-42-40-27-08-012-0110

Ms. Laura Bohn  
re: 19651 Red Maple Ln  
19651 Red Maple Ln  
Jupiter FL 33458  
00-42-40-27-08-012-0120

Ms. Nancy Clark Tr  
re: 19647 Red Maple Ln  
19647 Red Maple Ln  
Jupiter FL 33458  
00-42-40-27-08-012-0130

Mr. & Mrs. Andrew Morris  
re: 19643 Red Maple Ln  
19643 Red Maple Ln  
Jupiter FL 33458  
00-42-40-27-08-012-0140

Mr. & Mrs. Shelby Bigelow  
re: 19639 Red Maple Ln  
19639 Red Maple Ln  
Jupiter FL 33458  
00-42-40-27-08-012-0150

Mr. & Mrs. Scott Goodfellow  
re: 19637 Red Maple Ln  
19637 Red Maple Ln  
Jupiter FL 33458  
00-42-40-27-08-012-0160

Mr. M Thompson/V Goulet  
re: 6147 Wood Creek Ct  
6147 Wood Creek Ct  
Jupiter FL 33458  
00-42-40-27-08-012-0170

Mr. & Mrs. Hans Albertsson  
re: 6139 Wood Creek Ct  
6139 Wood Creek Ct  
Jupiter FL 33458  
00-42-40-27-08-012-0180

Mr. & Mrs. Robert Clyman  
re: 6127 Wood Creek Ct  
6127 Wood Creek Ct  
Jupiter FL 33458  
00-42-40-27-08-012-0190

Mr. & Mrs. Keith Bettenhausen  
re: 6115 Wood Creek Ct  
6115 Wood Creek Ct  
Jupiter FL 33458  
00-42-40-27-08-012-0200

Mr. & Mrs. Albert Wester  
re: 6114 Wood Creek Ct  
6114 Wood Creek Ct  
Jupiter FL 33458  
00-42-40-27-08-012-0210

Mr. & Mrs. Howard Douglas  
re: 6126 Wood Creek Ct  
6126 Wood Creek Ct  
Jupiter FL 33458  
00-42-40-27-08-012-0220

Mr. & Mrs. E H Pritchard III  
re: 6138 Wood Creek Ct  
6138 Wood Creek Ct  
Jupiter FL 33458  
00-42-40-27-08-012-0230

Mr. & Mrs. Harold Baseman  
re: 6146 Wood Creek Ct  
6146 Wood Creek Ct  
Jupiter FL 33458  
00-42-40-27-08-012-0240

# EXHIBIT "B"

## WHISPERING TRAILS

### SEWER SYSTEM ASSESSMENT AREA

N.T.S.



# Curtis Shenkman, P.A.

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[Curtis@PalmBeachLawyer.Law](mailto:Curtis@PalmBeachLawyer.Law)  
[Judy@PalmBeachLawyer.Law](mailto:Judy@PalmBeachLawyer.Law)  
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Board Certified Real Estate Attorney  
Embassy Suites Office Tower  
4400 PGA Blvd, Suite 301  
Palm Beach Gardens, FL 33410

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phone #561-822-3933  
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August 11, 2020

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

Re: Resolution 2020-11 and FINAL Assessment Roll for IMPERIAL WOODS

Dear Albrey:

Attached to this letter is Transfer of Property Lien, Resolution 2020-11, Exhibit "A" Final Assessment Roll, Exhibit B Map, and the most recent list of property owners, as part of the Resolution.

A SUGGESTED MOTION for the Board at the August 20, 2020 meeting is as follows:  
"THAT THE GOVERNING BOARD approve Resolution 2020-11 adopting the IMPERIAL WOODS FINAL Assessment Roll and Exhibits."

Sincerely,

*Curtis L. Shenkman*

Curtis L. Shenkman

RESOLUTION NO. 2020-11

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

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

WHEREAS, The District’s previous Resolutions **2017-20 & 2020-08** were approved by the District’s Governing Board and directed the preparation of the Assessment Roll.

WHEREAS, the Governing Board, on the 20th day of AUGUST, 2020 at 6:57 P.M., sat as Board of Adjustment as provided in District Rule 31-11.005, and held the Public Hearings under Florida Statutes Chapter 197.

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

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

Section 2. The Special Assessment is in compliance with the “Ellis Rule” requirement of District Rule 31-10.011, and Resolution Nos. **2017-20 & 2020-08** of the District.

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

RESOLUTION **2020-11**

Loxahatchee River Environmental Control District

Section 4. Availability for Connection and Required Connection.

The waste water and sewerage system was “Available” for connection in accordance with District Rule 31-3.003(3) and Florida Statutes 381.0065(2)(a) when the Florida Department of Health released the system for service on August 12, 2020, which is the date of actual “Availability”. In accordance with Florida Statutes 381.00655, the affected property owners shall be required to connect to the sewerage system within one (1) year of the actual Availability.

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

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

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

PASSED AND ADOPTED BY THE GOVERNING BOARD OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, THIS 20th day of AUGUST, 2020.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT:  
VOTE

\_\_\_\_\_  
JAMES D. SNYDER

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

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

\_\_\_\_\_  
HARVEY M. SILVERMAN

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



EXHIBIT "A"  
FINAL ASSESSMENT ROLL  
LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT  
**IMPERIAL WOODS ASSESSMENT AREA**

TOTAL COSTS AND EXPENSES RELATED TO THE IMPROVEMENTS. The District shall consider the **total** costs and expenses related to the improvements in the **IMPERIAL WOODS** Assessment Area shall be **\$9,861.36** per parcel of property in the **IMPERIAL WOODS** Area.

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

PAYMENT OF ASSESSMENT. As to Parcels of **IMPERIAL WOODS** Assessment Area Property in EXHIBIT "B", the **\$8,875.22** assessment may be paid, interest free, at the office of the District on or before May 1, 2021.

**Owners who do not pay the \$8,875.22 assessment on or before May 1, 2021 shall have the \$8,875.22 principal added to the tax roll as a non-ad valorem assessment to accrue interest, beginning October 1, 2020, at six and seven eights percent (6.875%) per annum, to be collected in twenty (20) equal annual installments of \$829.64, commencing with the November 1, 2021 Real Estate Tax Bill.**

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

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

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

**TRANSFER OF PROPERTY LIEN TO NON-AD  
VALOREM TAX BILL & CERTIFICATION OF SPECIAL  
ASSESSMENT ROLL FOR IMPERIAL WOODS SPECIAL ASSESSMENTS**

THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, a special district of the State of Florida created and existing pursuant to Chapter 2002-358, Laws of Florida (the "District"), gives public notice that the District's Governing Board as of and effective on the 20th day of AUGUST, 2020, passed Resolution 2020-11 which is attached hereto, approving the non-ad valorem tax bill, AND TRANSFERRING THE RECORDED LIEN ON PROPERTIES IDENTIFIED AS BEING PART OF THE **IMPERIAL WOODS** AREA LISTED IN THE FOLLOWING DOCUMENTS, as recorded in the Public Records of **PALM BEACH** County, Florida:

1. Pending Lien Notice of Intent to Assess, and Resolution **2017-20, recorded on September 26, 2017 in Official Record Book 29362, Pages 1759 through 1767 in the Public Records of PALM BEACH County, Florida.**

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

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

IN WITNESS WHEREOF, the undersigned, Executive Director of the Loxahatchee River Environmental Control District, hereby certifies on AUGUST 20, 2020, the information contained herein is true and accurate.

WITNESSES:

LOXAHATCHEE RIVER ENVIRONMENTAL  
CONTROL DISTRICT

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

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of X physical presence or \_\_\_ online notarization on August 20, 2020, by D. Albrey Arrington, Ph.D., EXECUTIVE DIRECTOR of the LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, a special district of the State of Florida, on behalf of the District, who is personally known to me.

(Notary Seal)

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

V:\SPECL\Assessmt\Final Asmt Forms & Instructions\Transfer of Property Lien.docx

Mr. & Mrs. Robert Burgess  
19800 Castlewood Dr  
Jupiter FL 33458  
re: 19800 Castlewood Dr  
00-42-40-27-04-000-0020

Mr. & Mrs. William Shaddix  
19780 Castlewood Dr  
Jupiter FL 33458  
re: 19780 Castlewood Dr  
00-42-40-27-04-000-0030

Mr. & Mrs. Glenn Davis  
19760 Castlewood Dr  
Jupiter FL 33458  
re: 19760 Castlewood Dr  
00-42-40-27-04-000-0040

Mr. & Mrs. Barry Webster  
19765 Castlewood Dr  
Jupiter FL 33458  
re: 19765 Castlewood Dr  
00-42-40-27-04-000-0050

Mr. & Mrs. Nicholas Green  
19785 Castlewood Dr  
Jupiter FL 33458  
re: 19785 Castlewood Dr  
00-42-40-27-04-000-0060

Mr. & Mrs. David Summers  
19805 Castlewood Dr  
Jupiter FL 33458  
re: 19805 Castlewood Dr  
00-42-40-27-04-000-0070

Mr. & Mrs. Lajos Horvath  
19840 Queenswood Dr  
Jupiter FL 33458  
re: 19840 Queenswood Dr  
00-42-40-27-04-000-0080

Mr. & Mrs. Kenneth Duke Jr  
19810 Queenswood Dr  
Jupiter FL 33458  
re: 19810 Queenswood Dr  
00-42-40-27-04-000-0090

Ms. Marilyn Henderson  
19780 Queenswood Dr  
Jupiter FL 33458  
re: 19780 Queenswood Dr  
00-42-40-27-04-000-0100

Mr. Michael Clementi  
19775 Queenswood Dr  
Jupiter FL 33458  
re: 19775 Queenswood Dr  
00-42-40-27-04-000-0110

Mr. & Mrs. Guy Casaceli  
19805 Queenswood Dr  
Jupiter FL 33458  
re: 19805 Queenswood Dr  
00-42-40-27-04-000-0120

Mr. & Mrs. Michael Newhaus  
6650 Imperial Woods Rd  
Jupiter FL 33458  
re: 6650 Imperial Woods Rd  
00-42-40-27-04-000-0130

Mr. Harold Miller  
6700 Imperial Woods Rd  
Jupiter FL 33458  
re: 6700 Imperial Woods Rd  
00-42-40-27-04-000-0140

Mr. & Mrs. David OBrien  
19800 Princewood Dr  
Jupiter FL 33458  
re: 19800 Princewood Dr  
00-42-40-27-04-000-0150

Mr. John Krusbe Jr  
19780 Princewood Dr  
Jupiter FL 33458  
re: 19780 Princewood Dr  
00-42-40-27-04-000-0160

Mr. & Mrs. Joseph Mc Key  
19775 Princewood Dr  
Jupiter FL 33458  
re: 19775 Princewood Dr  
00-42-40-27-04-000-0170

Mr. & Mrs. Joseph Stonecipher  
19805 Princewood Dr  
Jupiter FL 33458  
re: 19805 Princewood Dr  
00-42-40-27-04-000-0180

Mr. & Mrs. Vincent Fiordilino  
6750 Imperial Woods Rd  
Jupiter FL 33458  
re: 6750 Imperial Woods Rd  
00-42-40-27-04-000-0190

Mr. & Mrs. Francis Fitzgerald  
6800 Imperial Woods Rd  
Jupiter FL 33458  
re: 6800 Imperial Woods Rd  
00-42-40-27-04-000-0200

Mr. & Mrs. Nicholas Kukla  
19810 Earlwood Dr  
Jupiter FL 33458  
re: 19810 Earlwood Dr  
00-42-40-27-04-000-0210

Ms. Martha Young  
19780 Earlwood Dr  
Jupiter FL 33458  
re: 19780 Earlwood Dr  
00-42-40-27-04-000-0220

Mr. & Mrs. Andrew Lourie  
19775 Earlwood Dr  
Jupiter FL 33458  
re: 19775 Earlwood Dr  
00-42-40-27-04-000-0230

Mr. & Mrs. Jeff Kosberg  
19805 Earlwood Dr  
Jupiter FL 33458  
re: 19805 Earlwood Dr  
00-42-40-27-04-000-0240

Mr. & Mrs. Brian Ward  
6850 Imperial Woods Rd  
Jupiter FL 33458  
re: 6850 Imperial Woods Rd  
00-42-40-27-04-000-0250

Mr. & Mrs. Jack Sobel  
19865 Earlwood Dr  
Jupiter FL 33458  
re: 19865 Earlwood Dr  
00-42-40-27-04-000-0260

Mr. S Racy/K Vanmeter  
19895 Earlwood Dr  
Jupiter FL 33458  
re: 19895 Earlwood Dr  
00-42-40-27-04-000-0270

M Gibbs/K Kruckel  
19925 Earlwood Dr  
Jupiter FL 33458  
re: 19925 Earlwood Dr  
00-42-40-27-04-000-0280

Mr. & Mrs. Jorge Caro  
19955 Earlwood Dr  
Jupiter FL 33458  
re: 19955 Earlwood Dr  
00-42-40-27-04-000-0290

Mr. & Mrs. Terry Stevens  
19985 Earlwood Dr  
Jupiter FL 33458  
re: 19985 Earlwood Dr  
00-42-40-27-04-000-0300

Mr. & Mrs. Wayne Marov  
19990 Earlwood Dr  
Jupiter FL 33458  
re: 19990 Earlwood Dr  
00-42-40-27-04-000-0310

Mr. & Mrs. Eric Meng  
19960 Earlwood Dr  
Jupiter FL 33458  
re: 19960 Earlwood Dr  
00-42-40-27-04-000-0320

Mr. & Mrs. Donald Glass  
19930 Earlwood Dr  
Jupiter FL 33458  
re: 19930 Earlwood Dr  
00-42-40-27-04-000-0330

Mr. & Mrs. William Powers  
19900 Earlwood Dr  
Jupiter FL 33458  
re: 19900 Earlwood Dr  
00-42-40-27-04-000-0340

Mr. & Mrs. Edward Ras  
36 Steeple Chase Rd  
Millstone Twp NJ 08535  
re: 6799 Imperial Woods Rd  
00-42-40-27-04-000-0350

Mr. Daniel Turk Tr  
6749 Imperial Woods Rd  
Jupiter FL 33458  
re: 6749 Imperial Woods Rd  
00-42-40-27-04-000-0360

Mr. & Mrs. Daniel Johnson  
19895 Princewood Dr  
Jupiter FL 33458  
re: 19895 Princewood Dr  
00-42-40-27-04-000-0370

Mr. L Vogt/M Oades  
19925 Princewood Dr  
Jupiter FL 33458  
re: 19925 Princewood Dr  
00-42-40-27-04-000-0380

Mr. & Mrs. John Hudson  
19955 Princewood Dr  
Jupiter FL 33458  
re: 19955 Princewood Dr  
00-42-40-27-04-000-0390

Mr. & Mrs. G R Maihack III  
19985 Princewood Dr  
Jupiter FL 33458  
re: 19985 Princewood Dr  
00-42-40-27-04-000-0400

Mr. & Mrs. Joseph Mastracchio  
19990 Princewood Dr  
Jupiter FL 33458  
re: 19990 Princewood Dr  
00-42-40-27-04-000-0410

Mr. & Mrs. Brian Terry  
19960 Princewood Dr  
Jupiter FL 33458  
re: 19960 Princewood Dr  
00-42-40-27-04-000-0420

Mr. & Mrs. Howard Kuhns  
19930 Princewood Dr  
Jupiter FL 33458  
re: 19930 Princewood Dr  
00-42-40-27-04-000-0430

Mr. & Mrs. Lars Stubbendorff  
19900 Princewood Dr  
Jupiter FL 33458  
re: 19900 Princewood Dr  
00-42-40-27-04-000-0440

Mr. Kris Knoph/Manning Tr  
6699 Imperial Woods Rd  
Jupiter FL 33458  
re: 6699 Imperial Woods Rd  
00-42-40-27-04-000-0450

Mr. & Mrs. Timothy Stapleton  
19925 Castlewood Dr  
Jupiter FL 33458  
re: 19925 Castlewood Dr  
00-42-40-27-04-000-0460

Mr. & Mrs. Robert Harkness  
19980 Castlewood Dr  
Jupiter FL 33458  
re: 19980 Castlewood Dr  
00-42-40-27-04-000-0470

Mr. & Mrs. Thomas Bates  
19940 Castlewood Dr  
Jupiter FL 33458  
re: 19940 Castlewood Dr  
00-42-40-27-04-000-0480

# EXHIBIT "B"

## IMPERIAL WOODS

### LOW PRESSURE SEWER SYSTEM

### ASSESSMENT AREA



#### LEGEND

 NOT IN ASSESSMENT AREA

PALM BEACH COUNTY , FLORIDA

08-22-2017

IW-A

# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458

Telephone (561) 747-5700 • Fax (561) 747-9929 • [www.loxahatcheeriver.org](http://www.loxahatcheeriver.org)



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

TO: Governing Board  
FROM: Kara Fraraccio  
DATE: August 14, 2020  
SUBJECT: Audit Contract for Fiscal Year 2020

In June 2017, the District's Governing Board entered into an agreement with Nowlen, Holt & Miner, P.A. The term of the agreement is for an initial period of three (3) years to cover the fiscal years 2017 through 2019. The agreement also provided, by sole option of the District, that the District's Governing Board may extend the agreement for up to three (3) additional one-year periods. The audit of the fiscal year 2020 will exercise the first option year.

It is the opinion of staff that Nowlen, Holt & Miner, P.A. has done a satisfactory job, and we support continuing our contract for the fiscal year 2020 audit. The attached engagement letter has been prepared to provide audit services for the fiscal year 2020. This document is consistent in form with the prior agreements and is for the previously agreed upon fee for audit services.

Staff recommends the contract be approved and executed by the Board. I offer the following motion for your consideration:

"THAT THE GOVERNING BOARD authorize the Executive Director and Chairman to execute the Nowlen, Holt & Miner, P.A. Engagement Letter dated July 10, 2020 for the provision of Audit Services for the fiscal year 2020."

Thank you for your consideration of this matter.



## NOWLEN, HOLT & MINER, P.A.

CERTIFIED PUBLIC ACCOUNTANTS

WEST PALM BEACH OFFICE  
NORTHBRIDGE CENTRE  
515 N. FLAGLER DRIVE, SUITE 1700  
POST OFFICE BOX 347  
WEST PALM BEACH, FLORIDA 33402-0347  
TELEPHONE (561) 659-3060  
FAX (561) 835-0628  
WWW.NHMCPA.COM

EVERETT B. NOWLEN (1930-1984), CPA  
EDWARD T. HOLT, CPA  
WILLIAM B. MINER, RETIRED  
ROBERT W. HENDRIX, JR., CPA  
JANET R. BARICEVICH, RETIRED, CPA  
TERRY L. MORTON, JR., CPA  
N. RONALD BENNETT, CVA, ABV, CFF, CPA  
ALEXIA G. VARGA, CFE, CPA  
EDWARD T. HOLT, JR., PFS, CPA  
BRIAN J. BRESCIA, CFP®, CPA

MARK J. BYMASTER, CFE, CPA  
RYAN M. SHORE, CFP®, CPA  
WEI PAN, CPA  
WILLIAM C. KISKER, CPA  
RICHARD E. BOTTIS, CPA

July 10, 2020

The Loxahatchee River Environmental Control District  
2500 Jupiter Park Drive  
Jupiter, FL 33458

BELLE GLADE OFFICE  
333 S.E. 2nd STREET  
POST OFFICE BOX 338  
BELLE GLADE, FLORIDA 33430-0338  
TELEPHONE (561) 996-5612  
FAX (561) 996-6248

We are pleased to confirm our understanding of the services we are to provide Loxahatchee River Environmental Control District for the year ended September 30, 2020. We will audit the basic financial statements of the Loxahatchee River Environmental Control District as of and for the year ended September 30, 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Loxahatchee River Environmental Control District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Loxahatchee River Environmental Control District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis.

We have also been engaged to report on supplementary information other than RSI that accompanies the Loxahatchee River Environmental Control District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements.

1) Schedule of Expenditures of Federal Awards and State Financial Assistance, if applicable.



The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

1) Introductory Section

2) Statistical Section

### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major federal programs and state projects and an opinion (or disclaimer of opinion) on compliance with federal and state statutes, regulations, and the terms and conditions of federal awards and state financial assistance that could have a direct and material effect on each major federal program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and each major state project in accordance with Chapter 10.550 Rules of the Auditor General.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance and State Single Audit report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and Chapter 10.550 Rules of the Auditor General. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the provisions of the Uniform Guidance and Chapter 10.550 Rules of the Auditor General, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance and major state project(s) in accordance with Chapter 10.550 Rules of the Auditor General, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Commissioners of the Loxahatchee River Environmental Control District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

## **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major federal programs and state projects. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards and state financial assistance; federal award programs and state projects; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

## **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance and Chapter 10.550 Rules of the Auditor General, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program and state project. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance and Chapter 10.550 Rules of the Auditor General.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, the Uniform Guidance, and Chapter 10.550 Rules of the Auditor General.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Loxahatchee River Environmental Control District's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance and Chapter 10.550 Rules of the Auditor General require that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal and state statutes, regulations, and the terms and conditions of federal awards applicable to major federal programs and state financial assistance applicable to major state projects. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* and the Department of Financial Services' *State Projects Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Loxahatchee River Environmental Control District's major federal programs and state projects. For federal programs and state projects that are included in the Compliance Supplements, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplements identify as being subject to audit. The purpose of these procedures will be to express an opinion on the Loxahatchee River Environmental Control District's compliance with requirements applicable to each of its major federal programs and state projects in our report on compliance issued pursuant to the Uniform Guidance and Chapter 10.550 Rules of the Auditor General.

### **Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal awards and state financial assistance, and related notes of the Loxahatchee River Environmental Control District in conformity with U.S. generally accepted accounting principles, the Uniform Guidance, Chapter 10.550 Rules of the Auditor General, and the preparation of Annual Financial Report filed with the Florida Department of Financial Services based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards and state financial assistance, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

## Management Responsibilities

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards and state financial assistance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards and state financial assistance, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal and state statutes) and the provisions of contracts and grant agreements (including federal award and state financial assistance agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance and Chapter 10.550 Rules of the Auditor General, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance and Chapter 10.550 Rules of the Auditor General, it is management's responsibility to evaluate and monitor noncompliance with federal and state statutes, regulations, and the terms and conditions of federal awards and state financial assistance; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards and state financial assistance received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards and state financial assistance (including notes and noncash assistance received) in conformity with the Uniform Guidance and Chapter 10.550 Rules of the Auditor General. You agree to include our report on the schedule of expenditures of federal awards and state financial assistance in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards and state financial assistance. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards and state financial assistance that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards and state financial assistance in accordance with the Uniform Guidance and Chapter 10.550 Rules of the Auditor General; (2) you believe the schedule of expenditures of federal awards and state financial assistance, including its form and content, is stated fairly in accordance with the Uniform Guidance and Chapter 10.550 Rules of the Auditor General; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards and state financial assistance.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards and state financial assistance, and related notes, the Annual Financial Report filed with the Florida Department of Financial Services and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards and state financial assistance, and related notes and that you have reviewed and approved the results of the services, the financial statements, schedule of expenditures of federal awards and state financial assistance, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill,



knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### **Engagement Administration, Fees, and Other**

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If for whatever reason your personnel are unable to provide the necessary assistance in a timely manner, it may affect our ability to complete the engagement within the established deadlines.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the Loxahatchee River Environmental Control District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Nowlen, Holt & Miner, P.A. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a regulatory agency or its designee, a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Nowlen, Holt & Miner, P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a federal or state awarding agency, oversight agency, or pass-through entity. If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

The obligations of Nowlen, Holt & Miner, P.A. are solely the obligations of Nowlen, Holt & Miner, P.A. No officer, owner, director, employee, agent, contractor, shareholder, or controlling person shall be subject to any personal liability whatsoever.

We expect to begin our audit in August and to have a draft report for the December board meeting with the final report issued in January 2020. Terry L. Morton, Jr. is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fees for the fiscal year ending September 30, 2020 will be \$35,800 for the financial statement audit, which includes a review of the Information Technology system. If a Federal Single Audit or a State Single Audit is required, the fee will be \$4,500 per major program or state project. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our

firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

This engagement letter incorporates the Audit Services Agreement between the Loxahatchee River Environmental Control District and Nowlen, Holt & Miner, P.A., the Loxahatchee River Environmental Control District Financial Audit Services RFP #17-002 and our proposal dated April 19, 2017. Any conflict between these documents will be controlled by the Agreement, then RFP #17-002, and then our proposal dated April 19, 2017.

We appreciate the opportunity to be of service to the Loxahatchee River Environmental Control District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Nowlen, Holt & Miner, P.A.

---

**RESPONSE:**

This letter correctly sets forth the understanding of the Loxahatchee River Environmental Control District.

Management:

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

Title: \_\_\_\_\_

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

Governance:

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

Title: \_\_\_\_\_

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

# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458

Telephone (561) 747-5700 • Fax (561) 747-9929 • [www.loxahatcheeriver.org](http://www.loxahatcheeriver.org)

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



DATE: July 15, 2020

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

BUDGET: Payment Processing services budgeted item of \$85,000 for FY2020. Account #: 40-42-5340

## DESCRIPTION:

The District strives to provide convenient, efficient, and secure payment methods for our customers to pay their quarterly sewer service charges and connection charges. Each year we process over 51,000 credit card and direct debit payments totaling over \$6M. First Billing Services/Paya is currently our payment services provider. This is a three-part request: 1) an extension of the authorized amount for FY2020 because of a greater than projected number and amount of digital payments; 2) authorization to execute the two-year contract extension option offered under our October 4, 2017 contract with First Billing; and 3) approval of annual not-to-exceed purchase orders for FY2021 and FY2022 to coincide with the terms of the contract extension.

First Billing is our payment services provider for credit/debit card or eCheck transactions through our website, phone call, walk in, text message or recurring automatic payments. Following a Request for Proposals solicitation and selection, the Governing Board approved a 3-year agreement with First Billing Services on September 21, 2017. In January 2018 we “went live” with First Billing and their performance has been “satisfactory” under our contractor rating system.

On August 16, 2018, the Governing Board approved a not-to-exceed purchase order in the amount of \$85,000 per year for FY2018-2019 and FY2019-2020 (this fiscal year). Because of greater than projected number of payments through these services, we request a \$5,000 increase in the authorized amount to \$90,000 to accommodate a projected shortfall on the current purchase order.

Next, the original contract is for three years, with the option for a two-year renewal. We seek your authorization to execute the two-year extension of our contract.

Lastly, we request authorization of annual, not-to-exceed purchase orders in the amount of \$100,000 for FY2021 and FY2022.

Therefore, we offer the following suggested motions:

**“THE DISTRICT GOVERNING BOARD authorizes the Executive Director to increase the annual not-to-exceed purchase order to First Billing Services by \$5,000 to \$90,000 for FY2020”**

-and-

Gordon M. Boggie  
Board Member

Dr. Matt H. Rostock  
Board Member

Stephen B. Rockoff  
Chairman

Harvey M. Silverman  
Board Member

James D. Snyder  
Board Member



**“THE DISTRICT GOVERNING BOARD authorizes the Executive Director to execute the two-year contract extension option offered under our October 4, 2017 contract with First Billing Services”**

-and-

**“THE DISTRICT GOVERNING BOARD authorizes the Executive Director to approve an annual not to exceed purchase order to First Billing Services in the amount of \$100,000 per year for FY2021 and FY2022.”**

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# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458-8964

Telephone (561) 747-5700 • Fax (561) 747-9929 • [www.loxahatcheeriver.org](http://www.loxahatcheeriver.org)



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

## MEMORANDUM

TO: GOVERNING BOARD  
FROM: D. ALBREY ARRINGTON, Ph.D.  
DATE: AUGUST 13, 2020  
SUBJECT: REVISED FAU IQ WATER RENEWAL AGREEMENT

In February 2020 the Loxahatchee River District Governing Board approved the form of the standard Renewal Irrigation Quality Water Agreements for Retail, Wholesale, and Wholesale Curtailable I.Q. Water Customers. Staff mailed out the agreements to our IQ Water customers, and have been recording the completed agreements.

During their review, Florida Atlantic University noted necessary revisions to Section 7. Default; Lien; Attorney's Fees; Venue and Section 10. Indemnification. These revisions are appropriate for public entities because they reflect constraints imposed by state statute. FAU's legal staff and Mr. Shenkman drafted the suggested revisions. Mr. Shenkman has reviewed the revised agreement and found it legally sufficient.

Therefore, I am seeking Board approval to execute the revised Renewal Irrigation Quality Water Agreement – Retail for Florida Atlantic University at Abacoa, which is attached and FAU has executed.

Therefore, I offer the following motion for your consideration:

**“THAT THE DISTRICT GOVERNING BOARD authorizes the Executive Director to enter into the revised Renewal Irrigation Quality Water Agreement – Retail for Florida Atlantic University at Abacoa.”**

LRECD-IQ-2020-Renewal-Retail  
Dated: 1-16-2020  
Prepared By & Return To:  
D. Albrey Arrington, Ph.D.  
Loxahatchee River District  
2500 Jupiter Park Drive  
Jupiter, FL 33458  
(561) 747-5700

RENEWAL IRRIGATION QUALITY WATER AGREEMENT – RETAIL

Florida Atlantic University at Abacoa

THIS AGREEMENT MADE AND ENTERED INTO this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,

2020, by and between LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, herein referred to as the "LRECD", and FLORIDA ATLANTIC UNIVERSITY acting for and on behalf of The Board of Regents, a public corporation of the State of Florida, authorized to do business in the State of Florida, its successors and assigns, herein referred to as "Owner", with regard to the property described in Exhibit "A" attached hereto and made a part hereof, (the "Property").

The parties therefore agree as follows:

1. PROVISION OF IRRIGATION QUALITY WATER. The LRECD shall provide "Reclaimed Water" as defined in Chapter 62-610 Florida Administrative Code, incorporated herein by reference, (herein referred to as the "Reuse Rule") in the amount of 184,500 \_\_\_\_\_ gallons per day ("G.P.D.") (herein referred to as the "Requested G.P.D."). Reclaimed Water shall be referred to hereafter as "Irrigation Quality Water" or "I.Q. Water". Owner shall have no obligation to take such Irrigation Quality Water, but it shall be provided as set forth herein and Owner shall pay the charges set forth in Paragraph 4 herein regardless of whether or not Owner takes Irrigation Quality Water when available. The Requested G.P.D. will be delivered during a portion of the 24-hour period as the operational requirements of the LRECD may necessitate.

2. EFFECTIVE DATE. This agreement shall commence on April 7, 2020 (herein referred to as "Effective Date"). Upon the Effective Date all prior Irrigation Quality Water agreements between the LRECD and Owner shall be expired and no longer of any legal force.

3. TERM. The term of this Agreement shall run for twenty (20) years from the Effective Date.

4. I.Q. RATE AND INCREASE. The Owner agrees that Owner shall pay to the LRECD the sum of 58.37 cents per 1,000 gallons (herein referred to as the Retail "I.Q. Rate") for the Requested G.P.D. Failure of Owner to take Irrigation Quality Water when available from the LRECD shall not relieve Owner from paying the charges set forth herein. The I.Q. Rate shall be billed monthly or such other billing cycle period as the LRECD may determine. On October 1, 2020 the Retail I.Q. Rate shall increase based upon the annual increase in the Engineering News Record Construction Cost Index as of July 1, 2020. Subsequently, the District may revise I.Q. Water rates, fees, and charges in accordance with the District's Enabling Act, all applicable District Rules, and all relevant laws. It is the District's intention to normally evaluate the sufficiency of I.Q. Water rates during the

annual Rate Study, which typically occurs in February and March with potential rate increases implemented April 1st.

5. I.Q. FACILITIES.

a) LRECD I.Q. Line and Facilities. The pipes and appurtenances that deliver I.Q. Water to the LRECD Metering Station (herein referred to as the "LRECD I.Q. Line") are owned and operated by the LRECD. The Owner shall provide to the LRECD and maintain any rights-of-way, easements, or permits to operate and maintain the LRECD I.Q. Line.

b) LRECD I.Q. Metering Station. The on-site metering station (herein referred to as "LRECD Metering Station") is owned and operated by the LRECD and is the designated facility for determining quantities of I.Q. Water delivered, e.g., Requested G.P.D. Owner shall provide to the LRECD and maintain any rights-of-way, easements, or permits to operate and maintain the LRECD I.Q. Metering Station.

c) Owner I.Q. Facilities. The Owner shall be solely responsible to design, permit, construct, own, operate, maintain, and replace the facilities necessary to receive I. Q. Water from the Owner's side of the LRECD Metering Station and to provide all necessary transmission, storage, pumping, and irrigation facilities on-site (herein referred to as the "Owner I.Q. Facilities"). All Owner I.Q. Facilities shall be constructed at the Owner's expense in accordance with final plans and specifications approved by the LRECD and the Florida Department of Environmental Protection and subject to inspection by LRECD. Owner shall comply with Chapter 62-610 Florida Administrative Code, e.g., signage, spray regulations, color coding, cross-connection devices.

6. ALLOCATION OF IRRIGATION QUALITY WATER AVAILABILITY. If more water is available as determined by the LRECD and Owner desires to receive it, then it shall be delivered at no cost to Owner. In the event the availability of Irrigation Quality Water is insufficient to meet the expected demand, the LRECD shall allocate available Irrigation Quality Water on a proportional basis among its Irrigation Quality Water customers; nonetheless, I.Q. Customers with a curtailment clause shall have their I.Q. deliveries reduced or discontinued first. If the Requested G.P.D. is not available, then Owner shall only be obligated to pay based on the pro rata share of the I.Q. Water available. Failure of Owner to take Irrigation Quality Water when available from the LRECD shall not relieve Owner from paying the charges set forth in Paragraph 4 herein.

7. DEFAULT; LIEN; ATTORNEY'S FEES; VENUE. Upon failure of Owner to pay any monies due under this Agreement for any period greater than thirty (30) days from the date they become due, the Owner shall be deemed in default and the LRECD shall notify Owner and thirty (30) days from the notice thereof may terminate this Agreement without prejudice to the LRECD's rights and remedies set forth in its Charter, Rules, or herein. The LRECD may bring legal action against Owner to collect monies due and in default, and/or to obtain injunctive and/or declaratory relief. In the event of any litigation arising hereunder, the prevailing party shall be entitled to recovery of costs and reasonable attorney's fees, subject to §768.28, Florida Statutes. Any such litigation shall have jurisdiction and venue in Palm Beach County, Florida. It is mutually agreed by and between the respective parties to hereby waive trial by jury in any action, proceeding or counterclaim brought by either party against the other on any matter arising out of or in any way connected with this Agreement.

8. TRANSFERABILITY OF AGREEMENT. The terms and obligations of this Agreement shall run with the Property. The Irrigation Quality Water to be provided under this

Agreement may not be transferred from the Property to any other property, but ownership of the Property may change from time to time and the Agreement shall run with the Property.

9. RECORDATION. A copy of this Agreement may be filed in the public records of the county where the Property is located. If this Agreement is terminated before the end of its term, then a Notice of Termination signed by Owner and the LRECD and recorded shall discharge this Agreement of public record.

10. INDEMNIFICATION. Each party agrees to be (i) fully responsible for its acts of negligence or its employees' acts of negligence when acting within the course and scope of their employment; and (ii) liable for any damages resulting from said negligence. The foregoing shall only be to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that statute whereby neither party shall be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by said party arising out of the same incident or occurrence, exceeds the sum of \$300,000. Nothing herein shall be construed as making either party responsible for any liability or claim arising out of the negligent performance or failure of performance of the other party or as a result of the negligence or failure of performance of any third party. Further, nothing contained herein shall be construed or interpreted as: i) denying either party or other state or public entity any remedy or defense available under the laws of the State of Florida; ii) the consent of either party to be sued; or iii) a waiver of sovereign immunity of either party beyond the waiver described herein and provided in §768.28, Florida Statutes.

11. TERMINATION. The LRECD may terminate this agreement upon ninety (90) days written notice if LRECD is ordered to cease delivery of I.Q. Water to Owner by a governmental authority of competent jurisdiction or if, in LRECD's sole discretion, revisions to legal or regulatory requirements will render provision of I.Q. Water to be impossible or cost prohibitive.

12. GENERAL PROVISIONS.

a) Authority. Owner agrees to furnish promptly upon demand, a corporate resolution, proof of due authorization by partners, or other appropriate documentation evidencing the due authorization of Owner to enter into this Agreement.

b) Captions. The captions inserted in this Agreement are for convenience only and in no way define, limit or otherwise describe the scope of intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.

c) Amendment. This Agreement may not be altered, changed or amended except by an instrument in writing signed by both parties hereto.

d) Severability. If any clause, provision or portion of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Agreement nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances, and it is also the intention of the parties to this Agreement that in lieu of each such clause, phrase, provision or portion of this Agreement that is invalid or unenforceable, there be added as a part to this Agreement a clause,

phrase, provision or portion as similar in terms to such invalid or unenforceable clause, phrase, provision or portion as may be possible and be valid and enforceable.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signed, Sealed and Delivered  
in the presence of:

LOXAHATCHEE RIVER ENVIRONMENTAL  
CONTROL DISTRICT

\_\_\_\_\_  
WITNESS  
Print Name \_\_\_\_\_

By: \_\_\_\_\_  
D. ALBREY ARRINGTON, Ph.D.  
EXECUTIVE DIRECTOR

(LRECD SEAL)

\_\_\_\_\_  
WITNESS  
Print Name \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PALM BEACH

SWORN AND SUBSCRIBED TO BEFORE ME by means of X physical presence or \_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by D. ALBREY ARRINGTON, Ph.D., Executive Director, on behalf of the Loxahatchee River Environmental Control District who is personally known to me.

(NOTARY SEAL)

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



Signed, Sealed and Delivered  
UNIVERSITY  
in the presence of:

OWNER: FLORIDA ATLANTIC

Lill Duke  
WITNESS  
Print Name LILL DUKATE

BY: [Signature]  
Print Name: STACY VOLNICK  
TITLE: VP-ADMINISTRATIVE AFFAIRS

Linda Elliott  
WITNESS  
Print Name LINDA ELLIOTT

ATTEST: [Signature]  
Print Name: Andrew P. LaPlant  
TITLE: Board of Trustees Coordinator

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF PALM BEACH

SWORN AND SUBSCRIBED TO BEFORE ME by means of X physical presence or  
\_\_\_\_\_ online notarization, this 11<sup>th</sup> day of August, 2020

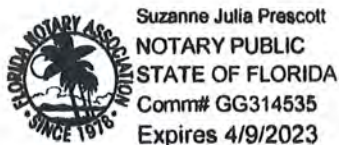
by Stacy Volnick, as VP-Administrative Affairs and  
Andrew LaPlant, as BOT Coordinator

on behalf of \_\_\_\_\_

who is X personally known or has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

Suzanne Julia Prescott  
NOTARY PUBLIC, STATE OF FLORIDA



Approved as to form and legality:

By: [Signature]  
Wendi Appelbaum  
Assistant General Counsel

# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458

Telephone (561) 747-5700 • Fax (561) 747-9929 • [www.loxahatcheeriver.org](http://www.loxahatcheeriver.org)

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



## MEMORANDUM

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

FROM: Bud Howard, Director of Information Services

DATE: August 10, 2020

SUBJECT: Lien Policy & Procedure Revision

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In April 2016, the District's Governing Board approved the original Lien Policy and Procedure to standardize the procedures for managing delinquent accounts. Here we have modified the policy and procedures to include the management of delinquent Connection Charges.

These revisions complement the revised Connection Charge Installment Agreement, also presented to the Board this month, and help to ensure fairness to customers making sewer connection according to our standard procedures.

Staff offers the following motion for consideration:

**“THAT THE DISTRICT GOVERNING BOARD terminates the Customer Service Lien Procedure and approves the attached Lien Policy & Procedure with an effective date of August 21, 2020.”**



	LOXAHATCHEE RIVER DISTRICT	Doc No:	TBD
		Effective Date	8/21/2020
		Revision History:	8/20/2020 1/20/2017 4/1/2016
Author: Bud Howard, Albrey Arrington		Revision No.	3
		Expiration Date:	None
Issuing Department: Customer Service		Page:	Page 1 of 2

## LIEN POLICY & PROCEDURE

### Purpose

To improve and clarify the lien process.

### Policy

It is the policy of the Loxahatchee River Environmental Control District (LRD) to recover all rates, fees, charges, and assessments equitably charged to our customers. When a rate, fee, or charge becomes delinquent, it is LRD policy to perfect a lien to recover the delinquent balance and associated costs and fees, including legal interest, penalties, reasonable attorney's fees, costs, and other expenses. As a tool of last resort, it is LRD policy to foreclose liens.

### Definitions

- A. Policy: a principle of action adopted by the LRD Governing Board
- B. Procedure: the official LRD way of doing something
- C. Connection Charge: is the sum of the Administrative Charge, Plant Connection Charge, and Regional Transmission System Line Charge as defined in Chapter 31-10.
- D. Delinquent Quarterly Service Charge for Sewer Service: A Quarterly Service Charge for Sewer Service is delinquent if not paid during the service period (Rule 31-10.001(19)).
- E. Delinquent Connection Charge: The Connection Charge is delinquent if not paid in full within 365 days following the Notice of Availability of Sewer Service. Properties under a District Standard Developer Agreement, vacant parcels (i.e. no structure), or enrolled and compliant with an Installment Agreement for Connection Charges are excluded from this definition.
- F. Installment Agreement for Connection Charges: a fully executed connection charge payment agreement whose form was approved by the LRD.
- G. Quarterly Service Charge for Sewer Service: the periodic charge for sewer service as more fully defined in Chapter 31-10.

### Relevant Procedures

1. Attorney shall send a 'final notice before lien' letter to all accounts found by the District to be delinquent for three (3) quarters of Quarterly Service Charge for Sewer Service and have a delinquent balance of ~~\$250.00~~ ~~100.00~~ or more, or 366 days following Notice of Availability of Sewer Service. The standard attorney charge shall be added to the account when sent to Attorney; notwithstanding, actual reasonable attorney fees may be charged. The letter shall include the attorney charge & delinquent balance, and 12% per annum policy.

Authority: LRECD Enabling Act Section 8; Chapter 31-10.009

Date Approved by Governing Board: 8/20/2020

2. Any service charges found to be delinquent for four (4) quarters **and/or delinquent connection charges** shall be subject to an interest charged at a rate of 12% per annum from the date in which the balance was due (i.e., the bill due date).
3. Attorney shall record liens for all accounts:
  - a. in Mortgage Foreclosure, or where the District is served a Summons and Complaint related to Mortgage Foreclosure; or
  - b. where Quarterly Service Charge for Sewer Service are delinquent for four (4) quarters and have a delinquent balance of \$250.00 or more; or
  - c. where connection fees have not been paid within **13 14** months of property owner being issued a Notice of Availability of Sewer Service, excluding properties under a District Standard Developer Agreement, **vacant parcels, or enrolled and compliant with an Installment Agreement for Connection Charges.**
4. The standard attorney charge for recording a lien, plus recording costs, shall be added to account when sent to Attorney; notwithstanding, actual reasonable attorney fees may be charged.
5. Attorney shall amend recorded liens 12 months after recording for all accounts found to have a delinquent balance greater than \$250.00. The standard attorney charge for recording a lien amendment, plus recording costs, shall be added to account when sent to Attorney; notwithstanding, actual reasonable attorney fees may be charged.
6. Customer Service shall manage all Estoppel requests and advise delinquent accounts of amounts due and payable, not the Attorney, unless in litigation.
7. Payments shall be made payable to the District, not the Attorney, except if the delinquent account is subject matter of a lawsuit being handled by the Attorney. Upon payment in full to the District of an account that has a recorded lien, the District shall prepare and record the Satisfaction of Lien, unless in litigation.

## Applicability

Customer Service and Engineering Departments

## Policy Questions

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

# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458

Telephone (561) 747-5700 • Fax (561) 747-9929 • [www.loxahatcheeriver.org](http://www.loxahatcheeriver.org)

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



## MEMORANDUM

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

FROM: Bud Howard, Director of Information Services

DATE: August 10, 2020

SUBJECT: Installment Agreement for Connection Charges

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On June 18, 2020, the District's Governing Board approved revisions to Rule 31-10 Rates, Fees and Charges that modified the terms of the Installment Agreement for Connection Charges. In the abundance of clarity, this month we bring before the Board the Installment Agreement for Connection Charges so they can review the specific terms of the contract.

The changes approved on June 18, 2020 included a reduced interest rate (the current Wall Street Journal Prime Rate plus 2%; currently 5.25%) and an extended repayment term to 5 years (from 3 years). The attached agreement, particularly Section 2, addresses these changes and provides additional details that include 1) no minimum payment, 2) the application of any payments to sewer charges first, then towards the connection charge balance, and 3) conditions of default, which complement the revised Lien Policy and Procedure considered by the Board this month also.

Legal Council has reviewed this agreement and finds it legally sufficient.

Related, we are nearing completion of modifications to our Customer Information and Billing software to streamline the management and maintenance of these installment agreements and look forward to proceeding with our new workflows.

Staff offers the following motion for consideration:

**“THAT THE DISTRICT GOVERNING BOARD authorizes the Executive Director to implement the attached revised Installment Agreement for Connection Charges with an effective date of August 21, 2020.”**

Prepared by and return to:  
Loxahatchee River District  
2500 Jupiter Park Drive  
Jupiter, FL 33458  
(561) 747-5700

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**INSTALLMENT AGREEMENT  
FOR  
CONNECTION CHARGES**

This INSTALLMENT AGREEMENT dated and effective this \_\_\_\_\_ day of January 20\_\_\_\_, by and between the **Loxahatchee River Environmental Control District**, a Special District of the State of Florida, having main offices at 2500 Jupiter Park Drive, Jupiter, FL 33458-8964 (hereinafter referred to as the “**District**”) and \_\_\_\_\_, legal title owner of the subject property, having a post office address of \_\_\_\_\_ (hereinafter referred to as “**Owner**”) more particularly described hereinbelow; and

**WHEREAS**, the **Owner** holds record title to certain real property, subject of this Agreement, described as follows:

Lot \_\_\_\_\_, Block \_\_\_\_\_, of \_\_\_\_\_, according to the Plat thereof, as recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_ of the Public Records of \_\_\_\_\_ County, Florida.

Property ID Parcel # \_\_\_\_\_  
Located at: \_\_\_\_\_

(hereinafter referred to as the “**Property**”); and

**WHEREAS**, the **District** required the payment of connection charges and connection of the **Owner’s Property** to the regional sanitary system prior to \_\_\_\_\_, 20\_\_\_\_, which **Owner** acknowledges and confirms; and

**WHEREAS**, the **Owner**, desiring to finance the current applicable Connection Charge(s) or remaining principal for Connection Charges, for regional sanitary sewer service connection fees and associated charges, for an individual residential unit, shall enter into an Installment Agreement with the **District** providing for interest at \_\_\_\_\_ percent (the current Wall Street Journal Prime Rate plus 2.0%) per annum with a term up to 60 months, and shall be paid in accordance with the District’s Act and Rules.

**WHEREAS**, the **District** has designed, constructed, and is operating sewerage lines in the \_\_\_\_\_ area, which area includes the **Owner’s Property**; and

**WHEREAS**, the **Owner** is entering into this Installment Agreement in accordance with said **District’s** Act and Rules and waives all objections to the procedures and subject matter of this Agreement;

**NOW, THEREFORE**, in consideration of the **District’s** prior construction of sewerage facilities and other good and valuable considerations, the receipt and sufficiency of such considerations is acknowledged by each party from the other, the **District** and the **Owner** agree as follows:

1. The **District** and the **Owner** acknowledge that the above recitals are true and correct, which recitals are incorporated herein by reference. The obligations herein shall be binding upon the parties. Simultaneously with the sale, or refinancing of any existing Mortgage, of the **Property**, any remaining balance hereunder shall be paid to the **District** in full.

2. The **District** and the **Owner** hereby stipulate that the total amount due for Mandatory Connection Charges and associated charges, if applicable, for **Owner's Property**, is **dollars and           /100 (\$           )** plus interest on the outstanding balance of the Principal Amount at the rate of **% per annum**, calculated on the basis of a 365/366-day year for the actual number of days elapsed, commencing on **, 20**, through and including **, 20** (the "Maturity Date"), on which date all unpaid principal and interest shall be due and payable.
- There is no penalty or discount for prepayment of the remaining balance due hereunder at any time. However, if not paid in full by the Maturity Date, the total amount due is considered in default as set forth hereinbelow.
  - There is no minimum regular payment required. However, interest charges will accrue on the unpaid principal balance. The District presently applies interest charges quarterly, but the schedule is subject to change.
  - Payments received by the District will be first applied to any outstanding quarterly Sewer Service charges, then any additional payments are applied to the Connection Charges balance.
  - Connection is mandatory** and this Agreement **does not extend time** for said mandatory connection, nor does it alleviate any fines/penalties that may be imposed by failure to connect.
3. The **Owner** consents to the recordation of this Installment Agreement in the Public Records of **County** (where the **Property** is situated) and this Agreement shall serve as additional notice of the **District's** lien rights upon the **Owner's Property** until paid in full and satisfied by a Satisfaction signed and recorded by the **District**.
4. Failure to exercise any option available to the **District** for enforcement and/or collection hereinabove shall not constitute a waiver of the right to exercise the same in the event of subsequent default. Should legal action be necessitated for the enforcement or collection of the sums due as set forth hereinabove, the **District** shall be entitled to collect from **Owner** all reasonable costs and expenses, including reasonable attorneys' fees, for such collection, whether suit be brought or not, together with interest at the rate of twelve (12%) percent as default rate of interest.
5. Should the Owner fail to pay in full the Mandatory Connection Charges, associated charges, and all accumulated interest charges by the Maturity Date, this Agreement shall be deemed in default and a LIEN filed against the property for the unpaid amount. The delinquent account will be subject to additional fees, charges and interest associated with managing the delinquency according to the District's Rules and Policies. As further remedy, the District may void this Agreement, in its sole discretion; and, whether this Agreement is voided or not, the Owner shall then be responsible for any and all connection fees due and accrued interest (at the rate of 12% per annum), including any increases and associated charges since the inception of this Agreement, as if this Agreement had not been entered into, and the District may pursue its legal remedies in accordance with its Act and Rules, and Laws of Florida.
6. All payments should be made payable to "Loxahatchee River District" and forwarded to 2500 Jupiter Park Drive, Jupiter, FL 33458.

**IN WITNESS WHEREOF**, the parties hereto have executed this Installment Agreement between Owner and the Loxahatchee River Environmental Control District, on the effective date set forth above.

WITNESSES:  
*[As to Owner]*

*[x]* \_\_\_\_\_

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

*[x]* \_\_\_\_\_

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

OWNER:

*[x]* \_\_\_\_\_

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

*[x]* \_\_\_\_\_

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

*[As to LRECD]*

*[x]* \_\_\_\_\_

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

*[x]* \_\_\_\_\_

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

**LOXAHATCHEE RIVER ENVIRONMENTAL  
CONTROL DISTRICT**

By: \_\_\_\_\_

**D. Albrey Arrington, Ph.D.,**  
As Executive Director

*{As to Owner}*

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument entitled Installment Agreement for Connection Charges, consisting of four (4) pages including this notarial page, between Owner(s) and Loxahatchee River Environmental Control District was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is/are personally known to me or who has / have produced \_\_\_\_\_ as identification.

(Seal)

\_\_\_\_\_  
Signature of Notary Public – State of Florida

\_\_\_\_\_  
Print, Type or Stamp Commissioned Name of Notary

*{As to LRECD}*  
STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument entitled Installment Agreement for Connection Charges, consisting of four (4) pages, including this notarial page, between Owner(s) and Loxahatchee River Environmental Control District was acknowledged before me by means of physical presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by **D. Albrey Arrington, Ph.D.**, Executive Director of the Loxahatchee River Environmental Control District, on behalf of the DISTRICT, who is personally known to me.

(Seal)

\_\_\_\_\_  
Signature of Notary Public – State of Florida

\_\_\_\_\_  
Print, Type or Stamp Commissioned Name of Notary

# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

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



To: Governing Board  
From: Kara Fraraccio, Director of Finance and Administration  
Date: August 14, 2020  
Subject: Moving Expense Policy

The District recognizes that allowances for relocation may be necessary to recruit skilled professional, supervisory, and technical staff. To successfully achieve this goal staff has drafted the attached Moving Expense Policy. Staff believes this is a straightforward policy that will set forth the parameters for reimbursement of Moving Expenses for prospective employees of the District.

The following motion is recommended for approval:

**“THAT THE DISTRICT GOVERNING BOARD approve the attached Moving Expense Policy and direct the Executive Director to implement the policy with an effective date of August 21, 2020.**

Gordon M. Boggie  
Board Member


Dr. Matt H. Rostock  
Board Member

Stephen B. Rockoff  
Chairman

Harvey M. Silverman  
Board Member

James D. Snyder  
Board Member



	LOXAHATCHEE RIVER DISTRICT	Doc No:	LRD-POL-HR-01.00
		Effective Date	8/21/2020
		Revision History:	New
Author: Kara Fraraccio		Revision No.	1
		Review Date:	8/2025
		Page:	Page 1 of 2
Issuing Department: Finance and Administration			

## MOVING EXPENSE POLICY

### Purpose

The District recognizes that allowances for relocation may be necessary to recruit skilled professional, supervisory, and technical staff. This policy has been developed to set forth the parameters for reimbursement of Moving Expenses for prospective employees of the District.

### Policy

Reimbursement of Moving Expenses may be considered when the District believes it is necessary, for the public benefit, to recruit a highly qualified employee to fill a pay grade 14 position or higher. The District will reimburse eligible employees for legitimate Moving Expenses incurred to move Household Goods in relocation up to \$5,000, unless otherwise provided in a written employment contract. The payment of Moving Expenses requires the approval of the Delegated Authority before the move is made. The employee must secure estimates from three reputable movers or rental companies; the Human Resources Department reserves the right to choose the carrier if there is greater than a ten-percent variance. Employees who have been reimbursed for Moving Expenses and who, for any reason other than layoff, terminate their employment with the District within two years from the date of initial hire must reimburse the District for the full amount of the Moving Expenses originally paid.

### Definitions

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

- A. Delegated Authority: The District Governing Board, Executive Director or Deputy Executive Director with preference given to the Executive Director.
- B. Household Goods: Personal effects and property used or to be used in an employee's dwelling. It does not include construction materials, animals (except domestic pets), or sporting/recreational equipment that cannot be carried in the moving van.
- C. Moving Expenses: Limited to the cost of packing and shipping of Household Goods and personal vehicle; also includes cost of truck rentals, fuel or mileage, and lodging for those employees who choose to move themselves.

### Relevant Procedures

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

- A. Moving Expense Reimbursement Procedures (under development)
- B. Travel Expense Reimbursement Procedures

### Relevant Policies

**Authority:** Florida Statutes 112.061, as amended and Florida Administrative Code 60L-32.004

**Date Approved by Governing Board:** 8/20/2020

A. Travel Expense Reimbursement Policy (under development)

Policy Questions

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

# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

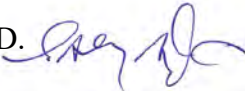
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D. Albrey Arrington, Ph.D., Executive Director

## MEMORANDUM

TO: GOVERNING BOARD  
FROM: D. ALBREY ARRINGTON, Ph.D.   
DATE: AUGUST 14, 2020  
SUBJECT: MEMORANDUM OF UNDERSTANDING RE: JUPITER INLET LIGHTHOUSE  
OUTSTANDING NATURAL AREA

Recently, the Bureau of Land Management awarded the Loxahatchee River District (LRD) the opportunity to expand our environmental education programming to the Jupiter Inlet Lighthouse Outstanding Natural Area. LRD staff view this as a strong, strategic opportunity that will allow us to synergistically partner with the Bureau of Land Management (BLM), the Loxahatchee River Historical Society, and the Nature Conservancy as we expand our environmental education programming to the Jupiter Inlet Lighthouse Outstanding Natural Area, an area of notable historic and environmental significance.

The BLM, as property owner, desires to execute a Memorandum of Understanding (MOU) with all the partners that will have a defined presence and operation within the Jupiter Inlet Lighthouse Outstanding Natural Area. The MOU is being developed to promote effective communications between partners and clearly establish ground rules for partners as we work collaboratively within this historically and environmentally significant property. The MOU will establish objectives, e.g., promote coordination and collaboration, increase educational and recreational opportunities, ensure partners work to protect and enhance the values of the Outstanding Natural Area.

I have attached a draft of the MOU following this memorandum. While it is not in final form, this draft provides an idea of the terms and concepts that will be included. Following the draft MOU, you will find a draft (1) Plan of Operation and program appendix that shows LRD Environmental Education Policy linkages to planned programs, (2) Special Recreation Permit Application as required by BLM, and finally (3) LRD-BLM Programming Focus. These documents characterize our intentions with the BLM collaboration. I am seeking your conceptual approval of these documents, and authority to execute finalized versions of these documents.

LRD staff are excited for this terrific opportunity to expand our environmental education programming to a truly historic site with remarkable environmental significance. Of course, LRD staff are honing plans and programming to ensure our environmental educational programming at this site will be conducted in accordance with our established Environmental Education Policy. Therefore, I request your approval of the following motion:

**“THAT THE GOVERNING BOARD authorizes the Executive Director to negotiate and execute a Memorandum of Understanding between the Bureau of Land Management, Loxahatchee River Historical Society, The Nature Conservancy, and the Loxahatchee River District regarding the LRD’s planned environmental education efforts, in conformity to the LRD’s Environmental Education Policy, at the Jupiter Inlet Lighthouse Outstanding Natural Area, and authorizes the Executive Director to finalize and submit a Special Recreation Permit Application and Plan of Operation documenting planned environmental education programs, in conformity to the LRD Environmental Education Policy, based out of the Jupiter Inlet Lighthouse Outstanding Natural Area.”**

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**The BUREAU OF LAND MANAGEMENT**  
**and**  
**The LOXAHATCHEE RIVER HISTORICAL SOCIETY**  
**and**  
**The LOXAHATCHEE RIVER DISTRICT**  
**and**  
**The NATURE CONSERVANCY**

This Memorandum of Understanding (MOU) is entered into between the Bureau of Land Management (BLM) Southeastern States District Office, the Loxahatchee River Historical Society (LRHS), the Loxahatchee River District (LRD), and The Nature Conservancy (TNC) to facilitate communication and coordination between partners operating on-site within the Jupiter Inlet Lighthouse Outstanding Natural Area (ONA).

**PURPOSE**

The purpose of this agreement is to further define the partnerships, document the alignment between the entities' mission(s), goals and objectives concerning the protection, preservation and enhancement of the values found within the ONA, and facilitate communication and coordination between all entities to the benefit of all parties and the public through increased breadth and quality of services offered and enhanced protection of the ONA's values.

**STATEMENT OF JOINT OBJECTIVES**

It is the joint objective of all parties to bring their unique organizational skills, experiences, and capabilities to protect and enhance the resources of the Jupiter Inlet Lighthouse ONA in their areas of expertise, and to coordinate on the management of all ONA values.

The objectives of this partnership are:

- To coordinate and collaborate to establish individual operational protocols and policies that serve to increase educational, recreational and resource management opportunities at the ONA without detriment to the ONA's congressionally identified values;
- To utilize organizations' resources, expertise, and creativity to develop a synergistic atmosphere to the benefit of all at the ONA;
- To support and enhance existing operations, programs and activities; and

- To, through cooperation and mutual respect, create a dynamic and responsive method of management to protect and enhance the ONA's values and provide the greatest public benefit at the site.

The collaborative efforts of the entities will provide the following benefits:

- Increased resource management expertise affording greater protection of public land resources at the ONA.
- Increased educational opportunities utilizing the ONA as an outdoor learning environment, focusing on cultural, historic, and environmental education and interpretation.
- Greater public benefit through enhancement of all ONA values, with increased opportunities for learning, research and passive recreation.

## BACKGROUND

The BLM manages more than 245 million acres of public land located primarily in 12 Western states, including Alaska. The BLM also administers 700 million acres of sub-surface mineral estate throughout the nation. In fiscal year 2018, the diverse activities authorized on BLM-managed lands generated \$105 billion in economic output across the country. This economic activity supported 471,000 jobs and contributed substantial revenue to the U.S. Treasury and state governments, mostly through royalties on minerals. The BLM's mission "*is to sustain the health, diversity, and productivity of public lands for the use and enjoyment of present and future generations.*"

The BLM manages and administers public lands within the congressionally designated Jupiter Inlet Lighthouse Outstanding Natural Area ("ONA"). These public lands are managed for the protection, preservation, conservation, and enhancement of a number of unique and nationally significant values for use by current and future generations, as identified in legislation. These values include historic and cultural resources, the natural environment, opportunities for scientific research and education and appreciation of the scenic and recreational aspects of the site.

The ONA was established in 2008 by the Consolidated Natural Resources Act (Public Law 110-229). Its designation made the site part of the BLM's National Landscape Conservation System (National Conservation Lands) and directed the BLM to manage the ONA in collaboration with the Commandant of the U.S. Coast Guard, identified "Local Partners," including the LRHS, and other partners in a manner that ensures full public participation. The legislation that created the ONA further directed the BLM to utilize Cooperative Agreements with other Federal, State, county or local governments agencies, and other partners to facilitate implement of management of the ONA.

The LRHS as a legislatively identified local partner and under a federal lease from the U. S. Coast Guard, has provided on-site management, maintenance, restoration and public tours, interpretation, educational programs and other activities for more than 40 years at the Jupiter Inlet

Lighthouse. The LRHS was instrumental in developing and advocating for the legislation to establish the ONA and for its protection in perpetuity. The LRHS is a 501(c)(3) non-profit organization, founded in 1972 for the preservation, collection, and presentation of the “History Shaped by Nature” of the Loxahatchee River region. Principally the LRHS are stewards of the Jupiter Inlet Lighthouse & Museum, with a stated mission “*to preserve and interpret the dynamic heritage, ancient cultural history and sensitive natural systems of the Jupiter Inlet Lighthouse Outstanding Natural Area and the Loxahatchee River region.*”.

The LRD is an Independent Special District created in 1971 by the State of Florida. They are mandated to preserve and protect the Loxahatchee River and its watershed through wastewater treatment and educational outreach programs. The LRD mission is stated as “*dedicated to protecting public health and preserving the Loxahatchee River watershed and its natural habitats through innovative wastewater solutions, research, and environmental stewardship.*”

TNC is a nationally recognized 501(c)3 charitable environmental organization, incorporated in 1951 and operating locally at the Blowing Rocks Preserve. The mission of The Nature Conservancy is “*to conserve the lands and waters on which all life depends.*”

## **AUTHORITY**

The BLM has the authority for entering into this agreement under the authority of the *Consolidated Natural Resources Act of 2008, Section 202(d)(3)* and the *Federal Lands Policy and Management Act of 1976, Section 307(b)*.

The LRHS has the authority to enter into this agreement through their articles of incorporation and internal policies as governed by a Board of Directors and implemented through the organization’s President and Chief Executive Officer.

The LRD has the authority to enter into this agreement under the authority of Chapter 2002-358, Laws of Florida (i.e., the LRD’s enabling legislation), which states “In order to effectuate the purposes of this act, the district acting through the Board shall have the power: ... (6) To enter into contracts with the government of the United States, or any other department or subdivision of the state, or with any municipality, private corporation, partnership, association, or person providing for or relating to the furnishing of water, the disposal of wastes and sewage, and for other purposes necessary and proper to effectuate this act.”

**TNC has the authority to enter into this agreement through...**

## **RESPONSIBILITIES AND UNDERSTANDINGS**

The BLM, the LRHS, the LRD, and TNC jointly agree to the following:

- This agreement is for the mutual benefit of each party in furthering the protection, conservation, and enhancement of legislatively identified values within the ONA, while

adhering to each party's mission, as stated in this agreement, and achieving their individual goals and objectives.

- The BLM, as legislatively directed, manages and administers the ONA in accordance with legislation, regulation, policy, and planning. The BLM serves as the principal authority on the site and will work jointly and individually with each partner to ensure successful implementation of all approved and authorized operations.
- The LRHS, as a congressionally identified Local Partner and in accordance with its authorizations, is principally responsible for the protection, enhancement, interpretation, and education concerning the ONA's rich and diverse historic and cultural resources. Furthermore, LRHS responsibilities extend to a variety of visitor services associated with community demand for events, access for family gatherings and passive recreational opportunities.
- The LRD, in accordance with its authorizations, is primarily responsible for the environmental education opportunities accessible at the ONA through the exploration of public lands resources as an outdoor learning environment.
- The TNC, in accordance with its authorization, serves to support the BLM and other partners, as appropriate, in resource management leveraging their expertise in habitat maintenance and enhancement for the benefit of the ONA.
- Each partner is aware and educated on the legislative intent and direction for the ONA and committed to the underlying purpose of its protection, preservation and enhancement. Each party recognizes:
  - The importance of the historic, cultural and archaeological resources on the site and commits to follow the operational limits, restrictions and processes established by law, regulation and policy and any associated best management practices for their protection and preservation. These include restrictions on ground disturbing activities, required permissions to implement programs and projects, requirements for archaeological monitoring, and certain restrictions on sensitive or proprietary data concerning these resources.
  - The importance of, and commits to the protection and enhancement of, the biological resources on and around the site with an emphasis on threatened and endangered species, state listed species, BLM species of concern, and their habitats.
  - The importance of providing or supporting opportunities to facilitate science and support education through management of resources and provision of programs, activities, support materials and other mechanisms to enhance these values and ensure quality experiences.
  - The importance of providing and enhancing recreational opportunities appropriate for the site and compatible of the resources and respectful of all on-site partners and other uses of the public lands.



- The importance of protecting the scenic elements of the site from within the ONA, including from the top of the lighthouse and from external key observation points.
- Coordination and collaboration between each party is necessary for successful implementation of all on-site operations and to ensure that the ONA's values and resources are managed appropriately and efficiently.
  - Each party shall maintain clear paths of communication between the Key Officials and all on-site staff.
  - All parties are encouraged individually and collectively to communicate as regularly as needed to facilitate success.
  - Each party shall ensure that all staff and volunteers participate in an on-site orientation presented by the BLM.
  - Each party shall present a representative to participate in regular, monthly coordination meetings, held in the BLM office on-site, on the last Wednesday of each month at 2:00 pm to 3:00 pm.
  - Additional meetings of all parties may be scheduled as circumstances require.
  - Each party shall work together in good faith to resolve differences at the level of Key Officials identified in this agreement prior to elevating matters within organizations or appealing elsewhere within the federal government.
- Each individual partner is responsible for creating and implementing operational policies and plans (for example hurricane plans, occupant emergency plans, and maintenance/landscaping plans) in coordination and provide copies of such plans for BLM review, input and documentation in the ONA's files.
- In order to minimize duplication of activities and vehicular traffic, each partner shall to the degree possible:
  - Coordinate regular landscaping and maintenance with other partners, refraining from trimming or removing flora except in accordance with preapproved plans, and following the site rules regarding chemical applications.
  - Minimize and coordinate placement and use of dumpsters on site and properly dispose of trash and debris.
  - Manage on-site parking areas in an organized and consolidated manner, with consideration of the scenic impacts to key observation points, including the view from the top of the lighthouse.
  - Be responsible for hurricane preparations of and around respective structures
  - Obtain prior permission and receive proper training before using shared resources such as tools and equipment and return all shared resources in the original state in which they were borrowed.
- Coordination of schedules and avoidance of conflicts is paramount to each party's collective and individual success. As such, each party shall:
  - Participate in the use of a community electronic calendar on BLM dictated software (currently Microsoft Teams).



- Identify a scheduling point-of-contact responsible for updating entries within the calendar and communicating changes to each relevant party.
  - Adhere to scheduling requirements within each party's individual authorizations.
  - Respect the schedules of all other partners.
  - Scheduled activities that require exclusive use of areas of the site are based on first come-first-serve except as dictated by existing authorizations (e.g., Friday and Saturday 4pm –8pm reserved to LRHS for Wedding activities)
- In accordance with regulation and policy, the ONA shall remain responsive to all federal, state, and local regulations and conditions that result in the necessity to modify and/or halt any or all operations.
  - The BLM, under the individual approvals and authorizations with each partner, shall determine, in consultation with the partners, the appropriate course of action under these circumstances. This may include restrictions in public use applicable to all or a portion of the site or closure of the site to all persons. Examples of such situations include but are not limited to, hurricane conditions, evacuation orders, government furloughs, stay-at-home restrictions, and temporary closures for operational requirements e.g., infrastructure repairs or prescribed fires.
  - Understand that the BLM is the final authority on all matters.
- The ONA is a unique example of public lands with a wide variety of users accessing the site for a range of purposes, visitor services, and experiences. As such, the parties recognize the following types of ONA user:
  - Dispersed Public – these users visit the site primarily for recreation in accordance with various federal, state, and local rules and regulations.
  - Authorized Public – these users access the site as participants in an approved and authorized activity. The BLM either conducts these activities themselves, co-sponsors these activities, or grants authorizations through Special Recreation Permit to another entity who becomes responsible for these visitors.
  - Authorized User – these users include the staff (including volunteers, docents, contractors) associated with an authorized use. Partners are a subset of these authorized users.
- To ensure responsible and compatible use of all ONA users all parties shall:
  - Ensure familiarity with, and follow, all rules and regulations pertaining to the ONA
  - Conduct themselves, and ensure the participants in their programs conduct themselves in a manner that is orderly and respectful of all other users on site.
  - Operate solely within the authorizations granted through the Friends' Agreement, Special Recreation Permit(s), and/or other BLM authorizations.
  - Understand that any use other than the authorized proposed use will require prior authorization.
  - Refrain from alcohol consumption with the exception of previously authorized events and activities.

- Refrain from hosting or allowing political campaigns, events, or signs on public lands.
- Refrain from commercial advertising on public lands.
- Coordinate on-site communication systems for urgent and immediate communications using IM, Texting, Cell Phones etc. The BLM will determine the appropriate mechanisms and ensure appropriate access for all on-site partners.
- Practice and teach the principles of Tread Lightly and Leave No Trace.
- Understand the ONA's natural trail system and Indian River Lagoon shoreline are dispersed use areas and no operations shall restrict or interfere with dispersed public use, without proper and prior authorization from the BLM.
- In order to protect the unique historical, cultural and natural elements at the ONA public safety, site security, and property protection are essential, as such, all parties agree to:
  - Refrain from sharing the housing access codes, site gate codes, and combination lock codes with any unauthorized person.
  - Advise the BLM of after-hour visitors on site in advance.
  - Provide the names and contact information for all contractors on site under the partner's direction.
  - Promptly report any suspicious or questionable activity to the appropriate Law Enforcement agency and notify site manager the next business day.
  - Require all staff and volunteers to go through some mechanism of background check, and follow appropriate HR protocols for failure to clear these screenings.
  - Be responsible for hurricane preparations of and around respective structures
  - Refrain from smoking in any area on site.
  - Follow federal guidelines regarding chemical and fuel storage on site.
  - Respond to and rectify any deficits found during health and safety inspections.
  - Maintain interior and exterior of the structure and the surrounding yard in accordance with authorization, consistent with historic, scenic and natural values of the site.
  - Maintain an orderly storage area (must be clean, tidy and not visible from the top of the lighthouse)
- The myriad of legislation, regulation, policy, and planning pertaining to the ONA is broad, deep, and evolving. As such, each party understands:
  - There are specific rules and regulations that may pertain to elements of operations not addressed in this agreement that may or may not be addressed in supplemental authorizations, but for which separate approvals may be required. Examples include, but are not limited to vending, fundraising agreements, the receipt of donations, limitations to advertising and marketing, and restrictions on political campaigns. In these cases, the appropriate authorizations and controls by the BLM should be established prior to engaging in the activity.

- As the BLM responds to new legislation, executive orders, secretarial orders and changes in administration priority, authorizations may need to be modified and updated accordingly.
- A cohesive feel utilizing the BLM's National Conservation Lands designation is a unique and significant benefit to all parties. As such, each party shall:
  - Ensure adequate incorporation of BLM and National Conservation Lands messaging throughout programs to educate participants on the significance of the site designation.
  - Ensure collaboration, as appropriate, in onsite signage, kiosks and distributed information to ensure consistent messaging, avoid duplication and accurately represent responsibilities. Note that policy may require BLM approval for certain items.
  - Coordinate interpretive, educational, directional, regulatory and identification signs within the public lands portions of the ONA to achieve a common look and feel across the ONA through the use of the BLM standard "look and feel" for National Conservation Lands.
- Public messaging, media relations, marketing, and promotion of activities, programs and accomplishments are an important part of each party's individual and collaborative operations. As such, each party shall:
  - Not speak for, or on-behalf of, any other partner.
  - Strive to maintain their individual and unique identity within the framework provided by the ONA to facilitate customer service and avoid confusion.
  - Consistently use appropriate naming and nomenclature referencing the site and each partner. To avoid confusion and facilitate communication the following considerations are understood:
    - In public messaging, marketing and promotional materials, acceptable terminology referring to the site is "the Outstanding Natural Area", or "the ONA".
    - In formal documents, the sites complete, legislatively given name, the "Jupiter Inlet Lighthouse Outstanding Natural Area", may be used in full prior to abbreviation as "the ONA" or "the Jupiter Inlet Lighthouse ONA".
    - The abbreviation "JILONA" should not be used.
    - The name "Jupiter Inlet Lighthouse" shall be used only in referencing the structure of the lighthouse itself and not be used as a description of physical location or in reference to the entire site.
    - LHRS shall continue to use their dba "Jupiter Inlet Lighthouse & Museum" to describe their operations and location.
  - Ensure clear instructions are provided in marketing, public messaging, and to program participants concerning items including but not limited to;
    - Where to get additional information?

- Who to contact?
- How to register?
- Where to attend, gain access etc.?
- Collectively establish appropriate protocols and technological solutions to quickly transfer improperly directed requests to the appropriate party, including updating and curating online information.
- Collaborate, as appropriate, to engage larger and more diverse audiences and increase success in ONA messaging.
- Provide a preview copy of any “news releases” or similar media notifications to each partner prior to their release.
- Provide timely notification of any media contacts relative to on-site operations.
- In accordance with their individual permits, agreements, and authorizations provide review copies of public messaging, media outreach, and marketing materials, and include all BLM required language as described in these individual authorizations. Note that BLM approval may be required for some external messaging.

The BLM shall:

- Manage the Jupiter Inlet Lighthouse ONA in accordance with its designating legislation for the protection, conservation and enhancement of its unique and nationally significant values and resources.
- Make timely decisions pertaining to the ONA in relation to emergencies (natural disasters, pandemics etc.) and operational restrictions.
  - Work with each partner to ensure restrictions, and closures if necessary, are noticed and effectively implemented.
- Authorize, monitor, and manage the implementation of each party’s agreements and authorizations for operations conducted on the public lands at the Jupiter Inlet Lighthouse ONA.
  - Provide guidance, advice and operational limitations through the use of written authorizations and associated amendments and modifications as necessary.
  - Authorize and approve all partner operations in accordance with legislation, regulation and policy.
  - Establish each authorization in consultation with the parties to ensure compatibility of activities and to foster a holistic approach to on-site management.
  - Retain copies of each authorization on-site at the BLM Office for review and inspection as requested.
  - Provide review copies of each authorization to on-site partners as requested.
  - Routinely monitor, and document in writing, each authorization in accordance with the authorization’s monitoring protocols.
  - Ensure monitoring feedback is shared in a timely fashion, and issues and concerns are resolved expediently.

- Maintain an open line of communication with all partners allowing the sharing of issues and concerns related to authorized, approved activities or the occurrence of unauthorized activities, and act accordingly to find resolution these items as they are presented.
- Communicate frequently, openly and transparently, with each party concerning management of the ONA; making the BLM's ONA Program Manager and District Leadership available to provide guidance, advice and decision-making as needed.
  - Meet with each party collectively and individually to collaborate and coordinate on ONA management, making BLM staff available to on-site operations staff and as requested partner's organizational leadership, boards of directors etc.
  - Schedule and host a monthly coordination meeting between all parties.
  - Host and provide appropriate access to a shared scheduling calendar and other online resources as necessary to facilitate communication.
  - Ensure there are centralized records for key information such as, agreements, authorizations, contact information, access records etc.
- Work with each partner to ensure federal, state and local standards are met for all operations protecting the health and safety of all staff, other on-site personnel, program participants and the public.
  - Conduct a comprehensive health and safety (CASHE) audit every 4-5 years briefing all parties on the audits findings and working collectively to ensure resolution of all identified deficits.
  - Work with each party to ensure knowledge and understanding of relevant standards and pertinent health and safety requirements.
  - Annually conduct health and safety inspections of all facilities to identify and quickly resolve potential concerns.

The LRHS shall:

- Work to ensure protection and enhancement of the ONA's legislatively identified values, with an emphasis on the unique and nationally significant historic and cultural resources in context of the natural settings in which they occur.
  - Contribute and enhance the scientific, educational and recreational values of the site through the development and provision of an array of appropriate visitor services including, tours, programs and events relative to the ONA's values.
  - Conduct appropriate maintenance activities within the scope of their authorizations to facilitate public visitation, provide appropriate visitor services and protect important natural, cultural, and historic resources.
  - Collaborate, as appropriate, with all partners to provide the widest possible range of, and highest quality education and interpretive experiences for all ONA visitors.
- Conduct all operations in accordance with their various current, and any subsequent, leases, agreements, approvals, authorizations and permits.

- Work collaboratively, in good faith, with each partner to achieve the goals, and objectives outlined in this agreement and any future amendments or modifications.

The LRD shall:

- Work to ensure protection and enhancement of the ONA's legislatively identified values, with an emphasis on the unique and nationally significant natural resources and scientific and educational values of the site.
  - Contribute and enhance the scientific, educational and recreational values of the site through the development and provision of an array of appropriate programming relative to the ONA and surrounding area's natural values and environmental context.
  - Conduct appropriate maintenance activities within the scope of their authorizations to facilitate provision of programming and protect important natural, cultural, and historic resources.
  - Collaborate, as appropriate, with all partners to provide the widest possible range of, and highest quality, education and interpretive experiences for all ONA visitors.
- Conduct all operations in accordance with their various current, and any subsequent, leases, agreements, approvals, authorizations and permits.
- Work collaboratively, in good faith, with each partner to achieve the goals, and objectives outlined in this agreement and any future amendments or modifications.

TNC shall:

- Strive to protect, conserve and enhance the values for which the ONA was legislatively designated.
  - Provide expertise and support to the BLM specific to the ONA and the management of natural resources.
- Conduct all operations in accordance with their various current, and any subsequent, leases, agreements, approvals, authorizations and permits, and their associated terms, conditions and stipulations including but not limited to:
  - Ensuring all resident staff and work crews follow all site regulations.
  - Avoiding use of "Historic Corridor" including Loxahatchee Shoreline and the Lighthouse deck unless participating in an approved scheduled activity.
  - Provide names and contact information to the BLM for all occupants staying on site and obtaining preapproval for all temporary guests using the facility to ensure those guests have access to the site rules.
- Work collaboratively, in good faith, with each partner to achieve the goals, and objectives outlined in this agreement and any future amendments or modifications.

## **DURATION & TERMINATION**

This agreement is entered into for a duration of use, not to exceed ten (10) years from its initiation date of September 1<sup>st</sup>, 2020.

Termination of this agreement would be associated with the termination of the Friends Agreement, Cooperative Agreement and/or any other authorization.

## MODIFICATION

The agreement shall be reviewed annually on the First Thursday in October and may be amended as necessary.

## KEY OFFICIALS

The following Key Officials of each organization and their successors, if any, are responsible for the administration and implementation of this MOU.

Robert Swithers District Manager Bureau of Land Management Southeastern States Field Office 273 Market Street Flowood, MS 39232 Email: <a href="mailto:rswithers@blm.gov">rswithers@blm.gov</a>	Jamie Stuve President and CEO Loxahatchee River Historical Society 500 Capt. Armour's Way Jupiter, FL 33469 Tel: 561-747-8380 x102 Email: <a href="mailto:jstuve@jupiterlighthouse.org">jstuve@jupiterlighthouse.org</a>
D. Albrey Arrington Ph. D. Executive Director Loxahatchee River District 2500 Jupiter Park Drive Jupiter, FL 33458 Tel: 561-401-4002 Email: <a href="mailto:albrey.arrington@lrcd.org">albrey.arrington@lrcd.org</a>	Cristin Krasco Manager The Nature Conservancy Blowing Rocks Preserve 574 South Beach Road Hobe Sound, FL 33455 Tel: 772-453-8112 Email: <a href="mailto:cristin.krasco@tnc.org">cristin.krasco@tnc.org</a>

## COMPLIANCE WITH APPLICABLE LAWS

This Agreement and performance hereunder is subject to all applicable laws, regulations and government policies, whether now in force or hereafter enacted or promulgated. Nothing in this Agreement shall be construed as in any way impairing the general powers of the BLM for supervision, regulation, and control of its property under such applicable laws, regulations, and management policies. Nothing in this Agreement shall be deemed inconsistent with or contrary to the purpose of or intent of any Act of Congress.

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the date set forth below.

Robert Swithers, District Manager Bureau of Land Management Southeastern States District		Date
Authorized Officer		Date
		Date



# Plan of Operation – Special Recreation Permit Loxahatchee River District dba River Center

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## Company Contact Information

**Loxahatchee River District dba River Center**

**2500 Jupiter Park Drive**

**Jupiter, FL 33458**

- D. Albrey Arrington, Ph.D., Executive Director – [Albrey.arrington@lrecd.org](mailto:Albrey.arrington@lrecd.org), 561-401-4002
- Jocelyn O’Neill, River Center Environmental Education Manager – [Jocelyn.oneill@lrecd.org](mailto:Jocelyn.oneill@lrecd.org), 561-401-4201
- Board of Directors – Appendix A

## Enabling Act – Authority to Partner and Operate

*See full Enabling Act in Appendix B*

### *Chapter 2002-358, Florida Laws, Section 6 (6) - Contracts*

To enter into contracts with the government of the United States, or any other department or subdivision of the state, or with any municipality, private corporation, partnership, association, or person providing for or relating to the furnishing of water, the disposal of wastes and sewage, and for other purposes necessary and proper to effectuate this act.

**Loxahatchee River District (LRD) Mission:** We are dedicated to protecting public health and preserving the Loxahatchee River watershed and its natural habitats through innovative wastewater solutions, research, and environmental stewardship.

**River Center Mission:** To foster a sense of environmental stewardship for the Loxahatchee River’s diverse watershed with quality education programs, exhibits and meaningful events.

## History

In the 1950’s and 1960’s a grassroots movement began to protect and preserve the Loxahatchee River. The Loxahatchee River Environmental Control District (LRD) was created in 1971 through an enabling act by the State of Florida as a special district with the task to protect public health and the river through wastewater treatment and disposal, solid waste management, discharge of storm drainage and water supply drainage and water supply within its borders. For nearly 50 years, the LRD has carried out this mandate; sewerage areas in Jupiter, Tequesta and Juno Beach to protect our water quality and public health. This special district encompasses areas in both Palm Beach and Martin Counties.

During this time, the LRD has also become the leading scientific authority and advisory agency on the Loxahatchee River and coordinates with many federal, state, county and municipalities on projects benefiting the Loxahatchee River. The LRD began its environmental education programs in 1992 at the Jupiter Lighthouse by assuming management of the Jupiter Marine Science Center. After the hurricanes

of 2004, the Loxahatchee River Historical Society (LRHS) renovated the old Coast Guard building and moved their operations to that location. The LRD environmental education program moved its operations to the old history museum that had been vacated by the LRHS. The program was renamed the Loxahatchee River Environmental Center (River Center). The building was renovated, and new aquariums were built. The center opened in August 2008. Since that time, the River Center has created a variety of programs for the public. Many of outdoor programs are made possible through partnerships with other agencies and non-profits, including the Bureau of Land Management at the Jupiter Inlet Lighthouse Outstanding Natural Area (ONA).

## Purpose and Need for the Permit

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### The need for the services or activities to be offered.

The Jupiter Inlet Lighthouse ONA attracts more than 75,000 visitors annually. Most of these visitors are focused on visiting the lighthouse and participating in its tours, programs, and events. The ONA also boasts hiking and kayak trails at their site. These trails are mainly used passively by visitors. An organized environmental education program would benefit both the lighthouse visitors and the visitors to the natural areas of the ONA by providing context and information about the ONA, its natural resources, and goals.

### How the activities enhance the opportunity for visitors to enjoy public lands.

Organized environmental education programs can provide new opportunities for the lighthouse visitors to enjoy as well as learn about the natural areas surrounding the lighthouse. The River Center could provide “add-on” education programs for groups visiting the lighthouse if that would be of benefit to those groups. In addition, new programs offered on the trails and natural areas, would increase the number of people that were able to enjoy the site for educational and recreational purposes in a responsible way. Guided programs greatly increase the number of people that want to experience nature a new way and in a social setting. We know that many people like the social aspect of a nature hike as much as the learning aspect. Guided programs also give people confidence to visit natural areas on their own later. Students learning outdoors is critical for their wellbeing and for the survival of our natural resources.

### How the activities meet the overarching goals, objectives and legislation for the ONA.

#### Natural / Biological / Scenic Values

The River Center plans to include all native landscaping, including mature trees in our renovations. Our goal is to restore habitat and create both an exploration and learning space for people of all ages to better understand the importance of native landscaping and how it supports our native and migrating wildlife. Education programs will be developed in conjunction with our native landscaping.

#### Education Values

The environmental education programs offered by the River Center inherently meet the overarching goals, objectives and legislation for the ONA. Our mission is to foster environmental stewardship. All programs designed for the River Center have that ideal at the center of development. We pride ourselves

on providing engaging opportunities for visitors to not only gain knowledge about our natural resources, but to make a connection with those resources that will lead them to be responsible, environmental stewards. In addition to River Center sponsored programs, the River Center could provide specific BLM curricula and programs to accomplish the goals and objectives for the ONA.

### Scientific Values

Each week staff from the WildPine Laboratory at the Loxahatchee River District samples the water at Cato's Bridge (Station 20) in a project testing for enterococci bacteria of recreational waterways (see <https://loxahatcheeriver.org/river/>, weekly bacteria); weekly in-situ field readings (temperature, pH, conductivity, salinity and dissolved oxygen) of surface waters are also recorded. Surface water samples are collected quarterly at the same location and water samples are analyzed at the lab for alkalinity, chlorophylls, color, enterococci, fecal coliform bacteria, total nitrogen, total phosphorus, ortho-phosphate, turbidity and total suspended solids (see <https://loxahatcheeriver.org/river/river-keeper/>). These data are freely available to BLM and the public through our websites. WildPine Lab also has an established seagrass monitoring program (<https://loxahatcheeriver.org/river/seagrass/>) and would be able to include a seagrass monitoring site at the swimming area on the south side of the ONA. Further, the lab is interested in exploring ideas for research studies that may benefit the local BLM site and address BLM's core values.

### How the activities are suitable for the site.

*[and not in excess of the size needed to accomplish the purpose.]*

Many of the environmental education programs proposed by the River Center are tried and true programs that have been vetted and improved over several years at other sites. This experience makes it easy for staff to quickly adapt program topics and logistics for new locations. We are excited to explore new topics for programs while using program formats that have proven to be successful in other areas. The native landscaping can only serve to enhance the area around the Coast Guard units and create new habitat for insects and small animals. The scientific research already being conducted serves to provide a baseline and data that could be used to design tangible and restorative projects at the ONA. The River Center is sensitive to the way that environmental education programs can impact natural areas. It is our intent to carefully consider the type of programming and frequency of programming and weigh that against the potential impact to the natural areas.

## Proposed Activities

### General Description of the Proposed Activities

The programs being proposed can be divided into a few basic categories: Naturalist Programs, School and Camp Field Trips, Summer Camp, Cleanups, Family Programs, Organized Group Activities and Events. General operations will include:

- Registration for all group activities.
- There will be only guided programs (no "open visitation" of the site).

- All guided programs will have a specific beginning and ending time and will take into consideration all other activities on site by other partners.
- Some programs will be offered free to the public while some programs will have a small fee to offset expenses and encourage participation. Fees are meant to cover costs only and not be for commercial profit.

### Activity Description(s)

*Describe the activities in detail including, minimum/maximum group sizes, staff-customer ratio, self-imposed best management practices, vending, commercial photography, etc.*

### Environmental Education General Guidelines

Each program is designed with the safety and enjoyment of all visitors in mind while protecting our natural resources. Here are some general guidelines:

- Safety
  - First-aid/CPR trained staff will be part of every program.
  - Basic first aid supplies will be part of the instructor's gear for every program.
  - Water will be provided along with sunscreen and bug spray if needed.
  - Reasonable accommodations will be made for visitors with disabilities on trails and water-based programs.
  - Unit houses will be renovated to be ADA compliant.
  - Waterfront, Lifeguard Certified stall will be part of every aquatic program.
  - Volunteers may be utilized to assist instructors and provide ratio coverage for programs.
- Ratios
  - Summer Camp – 1:4 ratio of staff/volunteers to campers.
  - Field Trips – 1:6 ratio of staff/chaperones to students for young students; 1:10 ratio for older students; 1:20 ratio for high school and college students.
  - Nature Hikes – 1:10 ratio of staff/volunteers to participants.
  - Kayak Tours – 2 staff per tour (1:7 ratio)
  - Family Programs – parents are encouraged to participate with their children for their safety.
  - Organized Group Activities – ratios may vary depending on the program and the group.

- Capacities and Frequencies – below is a table of our program participation projections.

Program	Capacity	Times Per Year	Total Estimated People Per Year
Blooming in the Garden	30	4	120
Boat Tour	16	2	32
Camp Group	50	10	500
Clean Up	50	4	200
Fishing Clinic	20	4	80
Girl Scout Program	60	2	120
Nature Walk/Naturalist	25	8	200
Homeschool Workshop	30	4	120
Kayak Program	14	3	42
School Group	50	20	1,000
Science Day	50	1	50
Science with Sam	15	12	180
Snorkel and Dip	30	5	150
Summer Camp	16	40	640
			3,434

## Guided Programs

### *Naturalist Programs*

#### *Nature Hikes*

During the cooler months (November – March), we would provide guided nature walks at both the north and south ONA trails. These walks would focus on the different habitats located in the ONA. The hiking trail elevations show the natural progression from scrub habitat through tropical hammock to the mangrove habitat. Nature walks could focus on just one of these habitats and the important wildlife that call it home or they could be an overview of each of the major habitats and the ecotones between them. We would like to offer special nature hikes for autistic students and/or their families, because we know first-hand that being in nature can soothe and inspire children with special needs.

#### *Kayak Tours*

During the warmer months (March – October), we could offer kayak trips that feature the tidal mangrove swamp on the north end of the JILONA location (near the overlook area) as well as the clear waters under the bridge and the JILONA shoreline. These waters are incredibly beautiful and are teeming with wildlife. We know such programs are a highly effective way for people to connect with nature, and that such connections improve environmental stewardship.

### *Cleanups*

Unfortunately, trash and litter degrade the aesthetic and functional qualities of our natural resources and negatively impact native wildlife. We have a long, successful history of hosting a variety of cleanups (i.e., litter removal), and we look forward to improving natural, biological, and scenic values of the ONA site through managed cleanup events. Quantifying the debris collected during these clean ups will add a new scientific and educational component.

### *School / Homeschool / Camp Field Trips*

Assuming a large number of school children visit the lighthouse each year, we hope to offer supplemental, environmental programming that would complement (not overlap) existing lighthouse programming. By allowing visiting teachers an opportunity to select from supplemental environmental programs, we hope to expand the educational reach for students that visit the site. Ideally, we hope to offer supplemental interactive experiences that fuel environmental education and improve environmental stewardship among school children visiting the site. Of course, we would work with BLM and other on-site partners to offer the most synergistic programs.

We anticipate continuing to host the “Day in the Life of the Indian River Lagoon” workshop that we have hosted in partnership with BLM for the past two years. “A Day in the Life of the Indian River Lagoon” is a regional, citizen-science day that occurs in October and is geared for school age children. We gather a variety of data from two different sites: 1) on the sandy beach on the Loxahatchee River proper and 2) along the shoreline at the end of the Indian River Lagoon near the bridge. Data includes biological, environmental, water quality, tides and currents and other tests. In addition to that program we would be able to offer additional program topics for homeschool students. Topics may include: lichens, gopher tortoise, hammocks, birds, insects, tracks and scat, tides and currents, erosion impacts, scrub habitat, reef fish, endangered plants and water quality. Our homeschool program is always pioneering and piloting new programs that we sometimes adapt to mainstream education programs for field trips. This is a great way to discover what types of programs work best at a given location or for a given age group.

### *River Center’s Aquatic Adventure Summer Camp*

The River Center anticipates using this location as a base for our summer camp of 16 campers per week of the summer (typically 8 out of 10 weeks of summer break). Each week is geared toward a different age group (1-3 grades, 4-5 grades, middle school and high school) making it easier for us to provide a tailored experience based the camper’s abilities. Exploration of the JILONA would be part of the curriculum. It is an “adventure” camp and therefore travels to other locations within the Loxahatchee River watershed most days of the week. We anticipate that the camp would only stay onsite at the JILONA one or two days per week. On-site activities may generally include: snorkeling, seining, dip netting, fishing, hiking, kayaking, and paddle boarding.

### *Family Programs*

#### *Fishing Clinics*

Fishing clinics would be a great way to introduce children (and their adults) to the joys of fishing in beautiful locations such as the JILONA. During our workshops, children get to practice knot-tying, de-hooking and casting skills before heading down to the water to fish for about an hour. All workshops

include discussions on regulations, fish identification, measurements, safety and responsible use of our natural resources. We hope this gives kids the skills and confidence they need as well as teaching adults how to take their kids fishing safely. We know fishing is a significant part of the rich culture of the JILONA property and Jupiter/Tequesta at large. We believe our fishing programs, if managed appropriately, would provide a unique opportunity to directly connect participants to nature (fish) and the historical culture identified in this area (e.g., native Americans harvesting and consuming oysters and fish, early lighthouse keepers harvesting and consuming fish, etc). These programs may offer invaluable opportunities to collaborate between on-site partners, and we look forward to exploring such synergistic partnerships.

### *Blooming in the Garden*

This is an early learner program designed for children ages 3-6. The program consists of a story, discovery time in a garden or outdoor area, a craft and seed planting. Each month has a different theme. The themes are based on different Florida animals (particularly those that live in the garden or forest).

### *Science with Sam*

This is a new and very popular program at the River Center. Each Wednesday afternoon after school, the River Center offers a one-hour science program for elementary aged children. The topic for each week is different as well as the activities. We want to add an outdoor program possibly once per month at the JILONA. Topics have already included: clouds, reptiles, fungi, bird migration, fish morphology, orienteering, bugs and insects, the wonders of water, weather watching and shark senses. Tracks and scat, erosion, seasonal changes, pollution, flowers, and earth science are some of the upcoming topics.

### *Organized Group Activities*

#### *Girl Scout Programs*

As detailed above in our past accomplishments, we believe that many of our Girl Scout workshops would be enhanced by a more natural location like the ONA. Specifically: Hiker, Trailblazer, Trees, Water, Sky, Flowers, Bugs and all the Outdoor Art badges. To earn each skill badge, the girls must complete five different criteria, one of which usually includes a “connect” component with something that they can do to help in their communities.

### *Educator Workshops and Professional Development*

We would host Project WILD workshops including Aquatic WILD, Growing Up WILD, Flying WILD, and Schoolyard WILD. Workshops would be planned at least 1-2 times per year. BLM interns and employees as well as other partnering organizations would be welcome to participate in the training. If they are already certified, we would welcome them as co-facilitators. We could also host other educator trainings such as Project Learning Tree, Project WET and Florida Marine Science Educators Association (FMSEA) certifications. Through experience, we have found offering these educator workshops is a highly effective way to significantly increase the impact of our programs and educational content, because these educators take our programs and messaging and disseminate them to students that will not have an opportunity to visit us in person.



## General Schedule of Programs

Below is a list of general days, times, and seasons when programs will be offered. Most programs are offered only once or twice per month, except for summer camp that runs all 10 weeks of summer.

Program	Day(s) of the week	Beginning Time	Duration (Hours)	Season
Blooming in the Garden	Saturday	10 a.m.	1.5	Year Round
Camp Field Trip	Tues – Friday	10 a.m. or 1 p.m.	2	Summer
Clean Up	Friday or Saturday	10 a.m.	2	Year Round
Fishing Clinic	Friday or Saturday	9 a.m. or 5 p.m.	3	Summer
Girl Scout Program	Saturday	8 a.m.	4.5	Fall / Spring
Nature Walk/Naturalist	Tues - Saturday	Sunrise, 9 a.m., 1 p.m., Sunset	2	Winter / Spring
Homeschool Workshop	Tues – Friday	10:30 a.m.	2	School Year
Kayak Program	Tues – Friday	Varies based on tides	2-3	Spring / Summer
School Group	Tues – Friday	10 a.m.	2	School Year
Science Day	Saturday	10 a.m.	3	No School Days
Science with Sam	Wednesday	4 p.m.	1.5	School Year
Snorkel and Dip	Friday or Saturday	Varies based on tides	2	Summer
Summer Camp	Monday – Friday	8 a.m.	9	Summer

## Scientific Research

The WildPine Lab is interested in exploring ideas for research studies that may benefit the local BLM site and address BLM's core values. These may include: 1) erosion studies and beach profiling to monitor the erosion of the cliff face, 2) experimental studies and hydrodynamic monitoring to quantify sediment movement on/around the point, 3) monitoring the landscape for invasive plants (this could be accomplished by working with River Center staff and volunteers), 5) underwater fish surveys (lionfish tagging study) to evaluate shoreline type/structure as habitat (BLM property has distinct unique shoreline habitats to study), 6) seagrass experiments including stress, productivity and predator exclusion cages. It may also be possible, to use some of the space at the proposed pavilion at Unit I as an area to set up some experiments with aquaria. Lab staff currently work in collaboration with Dr. Jessica Miles at Palm Beach State College on the Smithsonian Institute's Autonomous Reef Monitoring Structure (ARMS) program (<https://www.oceanarms.org/>) with 3 ARMS units deployed off the ONA shoreline. Collaboration and lab staff involvement in the program would significantly increase with River Center presence on the BLM property. If BLM would like further details, we can easily expand the design and elaborate on details.

## Everyday Science

We hope to expose people to everyday science in an interesting and engaging way. We propose to mount 1 or 2 underwater web cams (at the dock or at the point) as well as a salinity probe. The web cam could show the biodiversity of the underwater habitats at the JILONA and be a source of entertainment and

wonder for people around the world. The salinity probe provides real scientific data and can be used to help people understand how the tides influence the salinity, water quality and water clarity at the site.

## Areas of Operations

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With a wide variety of programming options, much of the ONA site will be utilized thereby enhancing the educational and public use of the whole site. Below is an list of areas that will be utilized by the different programs. Some programs may use more than one of these sites.

- Trail and Observation Area (North of Ocean Blvd) – Nature Hikes, Cleanups, Field Trips, Organized Groups
- Trails (South of Ocean Blvd) – Nature Hikes, Cleanups, Field Trips, Organized Groups
- Units H and I – Summer Camp, Field Trips, Naturalist Programs, Family Programs, Organized Groups.
- Loxahatchee River Shoreline (Beach Area) – Fishing Programs, Family Programs, Kayak Programs, Organized Groups
- Indian River Lagoon Shoreline – Fishing Programs, Family Programs, Kayak Programs, Organized Groups
- Kayak Trails (North of Ocean Blvd) – Kayak Programs
- Dock Area – Fishing Programs, Family Programs, Naturalist Programs, Organized Groups
- Beach Area Pavilion – Fishing Programs, Family Programs, Organized Groups, Field Trips (limited to special programs)
- Storage – may utilize BLM storage areas for large equipment.
- Bathrooms – we would like access to bathrooms closer to the dock and beach area for those programs so participants (in particular, small children) do not have to walk all the way back to Unit H or I.

## Public Health, Safety and Sanitation

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### Environmental Hazards

Normal operation of the proposed activities will not create any environmental hazards. Every effort will be made to eliminate or lessen any impacts that occur during normal usage.

### Hazards Inherent to Activities

There are inherent risks to being outdoors in nature. The focus of our programs is to get people outside and enjoying nature. For that reason, there will be hazards.

- On the trails, participants may be subject to cuts, scrapes, bruises, falls, heat related illness, and encounters with wildlife including stings and bites.
- At the dock and shorelines, participants may be subject to cuts, scrapes, bruises, splinters, heat related illness, falls and drowning.
- During the hotter months, participants may experience heat related illness including overheating, heat exhaustion, heat stroke, and fatigue.

- During water activities, participants will be subject to wind and water conditions. Conditions may include cold wind, strong currents, cold or warm water temperatures, and turbidity (unable to see underwater). Safety of participants is also affected by their swimming abilities. Risks to safety include exhaustion, hypothermia, cuts, scrapes, bruises, falls, encounters with wildlife and drowning.

## First Aid and Available Emergency Equipment

First aid and rescue equipment (as appropriate) is part of the gear list for each program. Instructors are responsible for gathering and maintaining the following equipment.

- Basic first aid kits
- Automated External Defibrillator (AED) located in the units
- Emergency transportation (golf cart / gator)
- Lifeguard tube for swimming, wading and dip netting
- Rescue line and floats for kayaks
- Life vests are mandatory for kayak programs. They are optional and dependent on swimming abilities for swimming and wading programs.
- Snorkel vests will be available for experienced swimmers and adults

All staff are first aid and CPR certified. Staff leading aquatic activities are also waterfront lifeguard certified. Staff leading kayak tours are Level 2 Kayak Instructors with rescue training.

## Emergency Communications

Staff and volunteers will carry radios and cell phones for communication when they are not in the unit houses.

## Sanitation

Recycling and trash containers will be available at the unit houses. They will be emptied by staff or volunteers weekly (if there have been any programs that week). [Restrooms, dumpsters, vegetation debris]

## Resource Protection

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### Measures to protect natural resources

Protection of natural resources is at the core of our mission to foster environmental stewardship. All our programs are designed to have minimal impacts on natural areas and as such will serve to protect the natural values of the site. Only native plants appropriate for the site will be used for landscaping. All volunteers and staff understand the importance of protecting our natural resources at the ONA and elsewhere.

### Measures to protect cultural / historic resources

The River Center recognizes the importance of the cultural and historic values of the site and will conduct our programming in ways that will not endanger those resources. We know that the Loxahatchee River

Historical Society has the majority of responsibility for maintaining those areas. During any construction or other ground disturbances, we will be sure that sensitive natural and archaeological sites are monitored.

### Leave No Trace Ethics Incorporation

Our programs are designed to have little to no impact in natural areas. In general, we will try to leave those areas better than we found them by removing any garbage (if it is safe to do so). We always encourage our participants to be respectful of the plants and wildlife that they encounter. We will do our best to always “leave no trace.”

### Other Applicable Laws

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*Demonstrate/list other local/state laws and permits that need to be adhered too.*

The River Center maintains a Special Activity License with Florida Fish and Wildlife Conservation Commission for the collection of aquatic animals during programs. This permit does allow for harvest of non-prohibited fish species to add to the collection at the River Center. The River Center also maintains a Special Activity License for the collection of some prohibited species (Bahama starfish, long-spine sea urchins) for harvest. The majority of our programs are catch and release. Species are only harvested if they will add to the diversity of the aquatic collection at the River Center.

### Certification

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I certify that the information given by me in this proposed Operating Plan is true, accurate, and complete to the best of my knowledge. I acknowledge that I am required to comply with the requirements and stipulations on Form 2930-1 and any additional stipulations which the Authorized Officer may deem necessary. I further understand that providing false information or failure to keep this Operating Plan or other permit requirements up to date are grounds for probation, suspension, or revocation of the permit.

Signature \_\_\_\_\_

Date \_\_\_\_\_

## Appendix A

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### Loxahatchee River District – Board of Directors

Stephen B. Rockoff, Chairman, - [stephenrockoff@lrecd.org](mailto:stephenrockoff@lrecd.org)

Gordon M. Boggie, Vice Chairman – [gordonboggie@lrecd.org](mailto:gordonboggie@lrecd.org)

Harvey M. Silverman, Treasurer – [harveysilverman@lrecd.org](mailto:harveysilverman@lrecd.org)

James D. Snyder, Secretary – [jimsnyder@lrecd.org](mailto:jimsnyder@lrecd.org)

Dr. Matt H. Rostock, Assistant Secretary / Treasurer – [mattrostock@lrecd.org](mailto:mattrostock@lrecd.org)

## Appendix B

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### Chapter 2002-358, Laws of Florida – Loxahatchee River District Enabling Act

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
**SPECIAL RECREATION PERMIT APPLICATION**  
(43 U.S.C. 1201; 43 U.S.C. 1701; 16 U.S.C. 460L-6(a); and 43 CFR 2930)

FORM APPROVED  
OMB NO. 1004-0119  
Expires: January 31, 2020  
Permit No.

Instructions: Complete and return to appropriate BLM Office. (Use additional sheets, as necessary.)

**Type or Print Plainly in Ink**

1. <input checked="" type="checkbox"/> New Application <input type="checkbox"/> Permit Renewal	2. Name of Business or Organization <b>Loxahatchee River Environmental Control District dba River Center</b>	
3. First Name <b>Jocelyn</b>	Last Name <b>O'Neill</b>	Middle Initial <b>P</b>
4. Address <b>805 N. US Highway 1 Jupiter, FL 33477</b>	5. Phone No. (include area code) <b>561-743-7123</b>	
	6. FAX No. (include area code) <b>561-743-6314</b>	
7. Email Address <b>jocelyn.oneill@lrecd.org</b>	8. Website <b>www.lrdrivercenter.org</b>	
9. Applicant is: <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Government Agency (If corporation, attach copy of Articles of Incorporation and Certificate unless already on file.)		

10. Name(s) and phone number(s) (include area code(s)) of person(s) authorized to conduct business with BLM concerning the permit:

**D. Albrey Arrington, PhD. - (561) 401-4002**  
**Jocelyn O'Neill - (561) 401-4201**

11. Application is for (check all that apply): ☐ Commercial ☐ Competitive Event ☒ Organized Group ☒ Vending  
(Definitions of these permit types are provided on page 3 of this form.)

12. To use the following public lands/related waters (provide name, legal description and/or attach map or GIS data file as required by BLM):

**Jupiter Inlet Lighthouse Outstanding Natural Area - Jupiter, FL**

13. For the following purpose (attach a complete Operations Plan as required by the issuing BLM Office):

**Please see attached.**

14. Dates of proposed use  
Beginning Date: **09/01/2020** Ending Date:

☒ Check if applying for a multiple year permit, subject to annual authorization.

Other schedule:

15. Do you have a permit with BLM/USFS/NPS?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	15a. Have you had a permit previously?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
15b. Have you ever been denied or had a permit revoked?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	15c. Have you forfeited a bond or other security?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
15d. Do you have any unresolved, criminal, civil or administrative actions related to a permit or the activities you plan to conduct under this permit?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	15e. Have you been convicted, or paid a fine, or forfeited a bond, for violations regarding natural resources, cultural resources or any activity related to your proposal?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

If the answers to any of the above questions are, "Yes:" Provide a detailed explanation on a separate piece of paper.

16. Certification of Information: I CERTIFY the information in this application and supporting documents is true, complete, and correct to the best of my knowledge and belief and is given in good faith.

I acknowledge that I (we) am (are) required to comply with any conditions or stipulations required by the BLM, including but not limited to the General Terms listed on page 2 of this form.

(Signature of Applicant)

(Date)

Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212 makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

## GENERAL TERMS

- a. The permittee shall comply with all Federal, State, and local laws; ordinances; regulations; orders; postings; or written requirements applicable to the area or operations covered by the Special Recreation Permit (SRP). The permittee shall ensure that all persons operating under the authorization have obtained all required Federal, State, and local licenses or registrations. The permittee shall make every reasonable effort to ensure compliance with these requirements by all agents of the permittee and by all clients, customers, participants, and spectators under the permittee's supervision.
- b. An SRP authorizes special uses of the public lands and related waters and, should circumstances warrant, the permit may be modified by the BLM at any time, including modification of the amount of use. The authorized officer may suspend or terminate an SRP if necessary to protect public resources, health, safety, the environment, or because of non-compliance with permit stipulations. Actions by the BLM to suspend or terminate an SRP are appealable.
- c. No value shall be assigned to or claimed for the permit, or for the occupancy or use of Federal lands or related waters granted thereupon. The permit privileges are not to be considered property on which the permittee shall be entitled to earn or receive any return, income, price, or compensation. The use of a permit as collateral is not recognized by the BLM.
- d. Unless expressly stated, the SRP does not create an exclusive right of use of an area by the permittee. The permittee shall not interfere with other valid uses of the federal land by other users. The United States reserves the right to use any part of the area for any purpose.
- e. The permittee or permittee's representative may not assign, contract, or sublease any portion of the permit authorization or interest therein, directly or indirectly, voluntarily or involuntarily. However, contracting of equipment or services may be approved by the authorized officer in advance, if necessary to supplement a permittee's operations. Such contracting should not constitute more than half the required equipment or services for any one trip or activity and the permittee must retain operational control of the permitted activity. If equipment or services are contracted, the permittee shall continue to be responsible for compliance with all stipulations and conditions of the permit.
- f. All advertising and representations made to the public and the authorized officer must be accurate. Although the addresses and telephone numbers of the BLM may be included in advertising materials, official agency symbols may not be used. The permittee shall not use advertising that attempts to portray or represent the activities as being conducted by the BLM. The permittee may not portray or represent the permit fee as a special federal user's tax. The permittee must furnish the authorized officer with any current brochure and price list if requested by the authorized officer.
- g. The permittee assumes responsibility for inspecting the permitted area for any existing or new hazardous conditions, e.g., trail and route conditions, landslides, avalanches, rocks, changing water or weather conditions, falling limbs or trees, submerged objects, hazardous flora/fauna, abandoned mines, or other hazards that present risks for which the permittee assumes responsibility.
- h. In the event of default on any mortgage or other indebtedness, such as bankruptcy, creditors shall not succeed to the operating rights or privileges of the permittee's SRP.
- i. The permittee cannot, unless specifically authorized, erect, construct, or place any building, structure, or other fixture on public lands. Upon leaving, the lands must be restored as nearly as possible to pre-existing conditions.
- j. The permittee must present or display a copy of the SRP to an authorized officer's representative, or law enforcement personnel upon request. If required, the permittee must display a copy of the permit or other identification tag on equipment used during the period of authorized use.
- k. The authorized officer, or other duly authorized representative of the BLM, may examine any of the records or other documents related to the permit, the permittee or the permittee's operator, employee, or agent for up to three years after expiration of the permit.
- l. The permittee must submit a post-use report to the authorized officer according to the due dates shown on the permit. If the post-use report is not received by the established deadline, the permit will be suspended and/or late fees assessed.
- m. The permittee shall notify the authorized officer of any incident that occurs while involved in activities authorized by this permit, which result in death, personal injury requiring hospitalization or emergency evacuation, or in property damage greater than \$2,500 (lesser amounts if established by State law). Reports should be submitted within 24 hours.



## DEFINITIONS

**Commercial use** is defined as recreational use of the public lands and related waters for business or financial gain. The activity, service, or use is commercial if any person, group or organization makes or attempts to make a profit, receive money, amortize equipment, or obtain goods or services, as compensation from participants in recreational activities occurring on public lands led, sponsored, or organized by that person, group, or organization. An activity, service, or use is commercial if anyone collects a fee or receives other compensation that is not strictly a sharing of, or exceeds, actual expenses incurred for the purposes of the activity, service or use. Commercial use is also characterized by situations where there is paid public advertising to seek participants or participants pay for a duty of care or an expectation of safety. Profit-making organizations and organizations seeking to make a profit are automatically classified as commercial, even if that part of their activity covered by the permit is not profit-making or the business as a whole is not profitable. Use of the public lands by scientific, educational, and therapeutic institutions or non-profit organizations is commercial and subject to a permit requirement when it meets any of the threshold criteria above. The non-profit status of any group or organization does not alone determine that an event or activity arranged by such a group or organization is noncommercial.

**Financial Gain** occurs when an individual or entity receives or attempts to receive money, donations, gratuities, or gifts, amortizes equipment, or barter for goods or services.

**Competitive Use** means any organized, sanctioned, or structured use, event, or activity on public land in which two or more contestants compete and any of the following elements apply: (1) Participants register, enter, or complete an application for the event; or (2) A predetermined course or area is designated. It also means one or more individuals contesting an established record such as speed or endurance.

**Organized Group Activity or Event** means a structured, ordered, consolidated, or scheduled event on, or occupation of, public lands for the purpose of recreational use that is not commercial or competitive, and which BLM has determined needs a special recreation permit based on planning decisions, resource concerns, potential user conflicts, or public health and safety.

**Vending** means selling or renting recreation related goods or services such as firewood, equipment repair, shuttles, rentals, etc. on the public lands or related waters.

## NOTICES

**The Privacy Act** and 43 CFR 2.48(d) require that you be furnished the following information in connection with the information requested by this form.

**AUTHORITY:** 43 U.S.C. 1201; 43 CFR Group 2930

**PRINCIPAL PURPOSE:** BLM will use your information to determine whether or not to issue you a Special Recreation Permit. BLM will use some of the information to determine your qualifications for the permit and other information to determine the merits of your proposal.

**ROUTINE USES:** BLM will disclose the information in accordance with the regulations at 43 CFR 2.56(d).

**EFFECT OF NOT PROVIDING INFORMATION:** Disclosing the information is necessary to receive a benefit. Not disclosing the information may result in BLM rejecting your application.

**The Paperwork Reduction Act requires us to inform you that:**

BLM will use the information to determine whether or not to issue you a Special Recreation Permit. Response to this request is required to obtain the benefit of receiving a Special Recreation Permit.

You do not have to respond to this or any other Federal agency-sponsored information collection unless it displays a valid OMB control number.

## BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response and 3 hours and 30 minutes for accompanying information. You may submit comments regarding the burden estimate or any other aspect of this form to: U.S. Department of the Interior, Bureau of Land Management, 1849 C St., N.W., Room 2134LM, Attention: Bureau Information Collection Clearance Officer (WO-830), Washington, D.C. 20240

# LRD-BLM Programming Focus

## @ Jupiter Inlet Lighthouse Outstanding Natural Area



### **Bureau of Land Management Grants River Center Temporary Use of Two Units**

The Bureau of Land Management (BLM) announced on July 1st that the River Center, along with two other organizations, have been asked to provide a full proposal to renovate and use the old Coast Guard housing units. The River Center was granted units H and I (the northern most units) on the property. We are extremely proud to have been selected and look forward to developing the full proposal for consideration by BLM.

We are currently putting together a permit application to conduct environmental education programming on site while renovation planning is underway. We plan to make that application at the end of August. Below is a list of programs that we plan to implement either immediately or after renovations are complete. Each program aligns with one or more of our focus areas.

#### **Focus areas:**

1. Wastewater Collection, Treatment & Disposal
2. Stormwater
3. Solid Waste Management
4. Water Supply

#### **Programs:**

- Summer Camp
  - Focus Areas: Wastewater, Water Supply, Stormwater, Solid Waste
  - Key Concepts: The River Center's summer camp will incorporate a lesson on one of the LRD focus areas each day of the week.
    - Sewage: Campers will go on a plant tour to discuss wastewater treatment, water reclamation, and water reuse.
    - Solid Waste: Campers will go on a plant tour to discuss solid waste disposal and recycling our solid waste through pelletization. Campers will also participate every day in the "Take 3 for the Sea" challenge. "Take 3 pieces of rubbish with you when you leave the beach or waterway or... anywhere and you have made a difference."
    - Stormwater: At the BLM location, campers will participate in a lesson about runoff, erosion, and water flow looking at various sites on property (north side scrub, lagoon area south of Cato's Bridge, the mitigation planting just south of the lighthouse)
    - Water Supply: Campers will visit the River Center for a tour and activity focusing on the different habitats representing the Loxahatchee River and the different

places camp has visited throughout the week. We will use the water board display to also explore where our water comes from (aquifers, surface water, and water cycle) and how we use it in our homes and communities. This will also refer back to the LRD plant tour and create a more well-rounded understanding of the natural resources and our community working together for water conservation.

- School / Homeschool Field Trips or Workshops (includes Science with Sam)
  - Water Quality
    - Focus Area: Wastewater, Water Supply, Stormwater
    - Key Concepts: Students will understand how treating wastewater (septic & LRD) and stormwater runoff affects our local water bodies and water supply.
  - Mangroves
    - Focus Area: Stormwater
    - Key Concepts: Stormwater runoff can cause erosion and mangroves help to prevent erosion. Regulations and mitigations help to ensure that mangroves continue to provide protection from erosion.
  - Habitat Conservation
    - Focus Area: Stormwater, Water Supply
    - Key Concepts: Wetlands (water supply) are an important habitat. They also serve to store stormwater and drain other sensitive areas.
  - Ocean Currents and Plastic Voyages
    - Focus Area: Solid Waste
    - Key Concepts: This hands-on program explores the difficulties in removing garbage from our waterways and shorelines. Students are encouraged to brainstorm innovations and inventions to solve this problem.
  - Water Cycle
    - Focus Area: Stormwater, Water Supply
    - Key Concepts: Students will explore where water is stored and recharged through precipitation and stormwater (cisterns, lakes, wetlands). A brief demonstration about how water properties (freshwater is floating on saltwater just under the ground at river's edge) allow for freshwater at the BLM. Students will do a hands-on water cycle in a bag.
  - Weather Watching
    - Focus Area: Water Supply, Stormwater
    - Key Concepts: Weather includes current conditions and recent conditions at a particular place and time that may have an impact on the water quality of the Loxahatchee River. Students will collect air temperature, cloud cover, wind speed and direction to see if there is a correlation to certain water quality measurements. Water temperature, dissolved oxygen, pH, and turbidity can all be affected by weather conditions at the point of data collection. Organisms are adapted to survive in specific range of temperatures, pH, dissolved oxygen, and a certain amount of sunlight before they become stressed. Extreme weather events such as hurricanes, floods and droughts can have severe localized impacts. Stormwater discharge during hurricanes and floods can protect property (homes), but cause damage to oyster reefs and seagrasses. Stormwater retention in storage areas and wetlands allows the wetlands and aquifers to recharge and store water for drier weather. Drought can lead to saltwater intrusion into our freshwater aquifers.

- Water Pollution Patrol
  - Focus Area: Wastewater, Stormwater, Water Supply
  - Key Concepts: Students simulate the movement of water within the water cycle to explore the water cycle's role with respect to water quality. Depending on the stage and location, the water cycle can improve or degrade water quality. While the water cycle does not actually create pollution, it can aid in the transportation and concentration of contaminants. Runoff has the greatest effect in this regard.
- Erosion
  - Focus Area: Water Supply, Stormwater
  - Key Concepts: Students will explore the relationship of soil erosion to the turbidity of water by comparing the turbidity of muddy and clear water. Students will understand some of the environmental conditions, on a local level, that can cause high turbidity in the Loxahatchee River. Students will simulate restoration efforts that reduce erosion and turbidity. Habitats negatively affected by turbidity are seagrasses and corals. Healthy oyster reefs can help to lower turbidity downstream. During treatment, wastewater turbidity is also monitored, and steps are taken to reduce turbidity prior to release into water storage areas.
- Soil Stories: Sediment Samples
  - Focus Area: Water Supply, Stormwater
  - Key Concepts: Sediment is solid matter that can be moved and deposited by wind and water. It comes in many forms and sizes and from a variety of sources. Collecting a sediment core and studying the different layer, organisms, microplastics, and even gases present in the core is a helpful way of determining the geographical profile of an area. Understanding the soil composition in various locations can help students understand impervious surfaces that could affect runoff, erosion, and water pollution. It can also help students to understand the water cycle and percolation, aquifer recharge, surface, and groundwater resources.
  - Expansion: Evaluate sediment characteristics near stormwater outfalls and compare those sediments to sediment characteristics not influenced by stormwater outfalls (such as BLM natural areas). Often there is more pollution and solid waste near stormwater outfalls.
- Tides and Currents
  - Focus Area: Water Supply, Stormwater
  - Key Concepts: A current is the internal movement of water, sometimes described as a push or pull in the river or estuary. Tides are the rising and falling of water caused by the gravity of the moon on our earth. High tides will bring clear saltwater into the Jupiter Inlet while low tides will bring dark tannin freshwater down the Loxahatchee and into the Atlantic Ocean. Tides will change the water composition and perhaps the quality, most obviously salinity and color. Students will measure tide changes, current direction, and speed. When these parameters are changed (including human impacts), tides and currents can escalate water quality concerns such as saltwater intrusion into freshwater supply, erosion, and healthy habitats throughout the Loxahatchee River.
- Runoff Roundup
  - Focus Area: Water Supply, Stormwater
  - Key Concepts: Students will observe and compare the amount of surface water runoff in two different "schoolyard" sites. They will identify areas likely to

experience greatest runoff during a rainstorm. Students will learn the negative impacts of excessive surface water runoff on water quality and how plants can reduce the amount of surface water runoff. It will also be important to identify actions individual people, communities, and agencies can take to reduce the amount of surface runoff.

- Expansion: This activity would take place at school. Students will locate stormwater features on their school campus and then map how runoff ultimately reaches the ocean. Stormwater features could include roof gutters and downspouts, a stormwater catch basin, swales, dry detention area, wet detention area, discharge structure, local ditches, canals, or river segments through which their stormwater flows. Students could calculate the amount of impervious area on the school campus, then calculate the amount of runoff generated by various amounts of rainfall (e.g., 0.5", 1", 2", 6", etc.).
- Composting
  - Focus Area: Stormwater, Solid Waste
  - Key Concepts: By creating their own compost containers, collecting compostable organic waste, and creating actual compost, students will apply their knowledge in hands-on, practical experiments. They will record data and make observations pertaining to the decomposition process, thereby helping them understand the process and value of composting. Yard waste, such as grass trimming, leaves, tree pruning and food waste which make up 12% of the municipal solid waste, could be composted. A local example of problems that could be solved by composting is Jones Creek. Yard waste is a threat to water quality of the river through runoff or direct placement. By reducing waste and recycling materials, individuals and communities can extend the value and utility of resources and can promote environmental quality. Most composting in the U.S. is focused on leaves and yard waste. Placing compost around plants and trees helps to maintain soil moisture, prevent erosion, and reduce plant disease.
- Nature Hikes / Naturalist Programs
  - Litter, Erosion and Runoff
    - Focus Area: Stormwater, Solid Waste
    - Key Concepts: Participants will cleanup along the way on the hike. Naturalists will discuss the impacts of erosion from stormwater and potential solutions for the BLM area.
  - Elevations
    - Focus Area: Water Supply, Stormwater, Solid Waste
    - Key Concepts: Participants will cleanup along the way on the hike. Naturalists will discuss water availability at different elevations. The change in soil moisture content causes different plants to grow at different elevations. Ineffective water supply management can impact soil moisture content and lead to altered plant, animal, and habitat distributions (e.g., conversion of wetlands to uplands). Solutions, including water conservation and recycling, will be discussed.
  - Trail Maintenance
    - Focus Area: Solid Waste
    - Key Concepts: This is a volunteer opportunity for the River Center volunteers to give back to the BLM. General cleanups, trimming, mulching or other activities that the BLM needs for its trail maintenance may be included.

- Blooming in the Garden (early learner program) Each month has a different theme. The themes are based on different Florida animals (particularly those that live in the garden or forest) including a story time, crafts, and outside activity in the garden/natural area.
  - Focus Area: Solid Waste, Water Supply
  - Key Concepts: Efforts would be made to use repurposed and recycled materials for craft projects. Teaching basic water supply concepts for young children: how the garden needs water, rain for the garden and animals, healthy water = healthy habitat, planting the right plant in the right place conserves water, and using “recycled water” to keep our plants green and healthy.
- Kayak Programs
  - Erosion and Runoff
    - Focus Area: Stormwater, Solid Waste
    - Key Concepts: Participants will cleanup along the way on the kayak. Naturalists will discuss the impacts of erosion from stormwater and potential solutions for the BLM area.
  - Tides and Currents
    - Focus Area: Water Supply, Stormwater, Solid Waste
    - Key Concepts: Participants will cleanup along the way on the kayak trip. Naturalists will lead a discussion about the Jupiter Inlet. Since it is now permanently open, saltwater intrusion can be a problem upstream. However, the open inlet is more convenient for boaters. Naturalists will also discuss the tides and currents that affect boaters around the BLM; including a discussion blue water v. brown water (blue=saltwater; brown=freshwater).
- Family Programs
  - Fishing Clinics
    - Focus Areas: Wastewater, Water Supply, Stormwater, Solid Waste
    - Key Concepts: Participants will learn to be responsible anglers. They will clean up and pack out trash from the fishing areas. Instructors will discuss how water quality is directly related to the health of people and fish and how stormwater and wastewater disposal effect water quality in our area.
  - Snorkel and Dip
    - Focus Areas: Water Supply, Stormwater
    - Key Concepts: Water quality is an important part of maintaining healthy habitats for the fish that we see near the Jupiter Inlet. The water from the river and the ocean meet here and create a habitat perfect for tons of fish. Chemical runoff from yards upstream can impact this area as well as the erosion that threatens much of the shoreline.
  - Science with Sam
    - Focus Areas: Wastewater, Water Supply, Stormwater, Solid Waste
    - Key Concepts: Each Wednesday afternoon after school, the River Center offers a one-hour science program for elementary aged children. The topic for each week is different as well as the activities. Outdoor opportunities will be available at the BLM at least once per month. Topics will vary but will include information on at least one focus area.
- Girl Scout Programs
  - Trailblazer / Hiker / Eco Trekker
    - Focus Area: Water Supply, Stormwater, Solid Waste



- Key Concepts: Girl Scouts will explore the different elevations at the BLM, discovering that water supply and therefore plant species change at the different levels. At the same time, they will learn about stormwater and erosion on the trails. The concept of minimal impacts on a hike (Leave No Trace and Leave a Place Better Than You Found It) will coincide with a cleanup of solid waste on the property. They will also explore a water issue (pollution, erosion, etc.) and start an awareness campaign.
- Animal Habitats
  - Focus Area: Water Supply, Stormwater, Solid Waste
  - Key Concepts: Girl Scouts will investigate an animal habitat, explore endangered habitats, help protect animal habitats, learn about habitat loss, restoration, human impacts, pollution (water supply, solid waste, stormwater), as well as surface and groundwater. Girl Scouts will learn what resources were necessary for early pioneers at the BLM/lighthouse and compare them to the needs for animal habitats. How has our community affected those habitat resources for threatened/endangered species? How has human engineering solved resource problems for humans but may have harmed other species. What solutions might include human engineering that solves our resource needs AND simultaneously benefits (or at least does not degrade) other species or habitats? Effective wastewater treatment and reuse, as well as effective stormwater management (rain barrel) are good examples.
- Gardener
  - Focus Area: Wastewater, Water Supply, Stormwater
  - Key Concepts: Girl Scouts will learn about how water supply affects plants that grow in certain areas. They will talk about the concept of xeriscaping to conserve water, using stormwater collection in a garden, reuse water for irrigation and native plants.
- Water and Paddling Badges
  - Focus Area: Stormwater, Solid Waste
  - Key Concepts: Girl Scouts will reflect on their relationship with water, learn about water issues, explore water solutions, educate, and inspire others. Girls will also be introduced to paddle sports and safety. While kayaking, they will cleanup around BLM, learn about tides and currents, “read” the water by looking at its color (brown vs. blue water; salt vs. fresh) currents and weather conditions. Many kayak locations in our area are wetlands and store stormwater.
- Bugs
  - Focus Area: Stormwater, Water Supply
  - Key Concepts: Girl Scouts will see bugs in action, explore bug homes, and take a bug field trip. Helpful bugs are all around us. When we have good bug habitats (including the water supply for them), we have healthy habitats for people and other animals. We need to make sure that water stays where it is supposed to stay. Some bugs reduce “natural solid waste” as decomposers.
- Social Innovator / Inventor
  - Focus Area: Wastewater, Stormwater, Solid Waste, Water Supply
  - Key Concepts: Girl Scouts will explore how water supply, stormwater, solid waste, sewage is connected in our community. They will discover how changes in population density throughout the history of our community has affected water resources. They will explore the big picture, make connections, understand

current solutions, and brainstorm solutions for the future. They will solve a problem, develop a solution, share their invention, practice pitching ideas and getting feedback from others.

- Adventurer
  - Focus Area: Stormwater, Solid Waste
  - Key Concepts: Leave No Trace (solid waste). Use resources wisely and get to know the ecology (stormwater) of your adventure area before you go. What activities can you do (hiking/kayaking/SUP/snorkeling/seining)? How can we leave a place better than we found it and help the natural environment on our adventure (cleanup along the way/planting/trail maintenance)?
- Teacher Workshops
  - Everglades Literacy
    - Focus Area: Wastewater, Water Supply, Stormwater
    - Key Concepts:
      - Overall, The Everglades Literacy Program workshop provides the skills and tools necessary to act and protect this threatened ecosystem which provides the daily water supply for 8.7 million Floridians, contributes billions of dollars to Florida's economy, and provides recreational and educational opportunities for millions of visitors from all over the world. The Everglades Literacy Program is a call to action for schools, teachers, and students to ensure that future generations of Floridians understand the ecological and economic value of the Everglades ecosystem.
      - The Everglades is unique and valuable which is defined and connected by water. The Everglades and people are inextricably interconnected and has experienced many changes over time. The Everglades is shaped by southern Florida's geology and geography and the Loxahatchee River is part of the northern Everglades watershed. Historically, the Grassy Waters area was the headwaters of the Loxahatchee River. Today, the Loxahatchee Slough still feeds the headwaters of the Wild and Scenic Northwest Fork and is still part of the northern Everglades watershed.
      - Some of the Everglades Literacy Conceptual Frameworks that relate specifically to the Loxahatchee River watershed and the Loxahatchee River District are water supply related to drinking water, recharging aquifers through surface and ground water, stormwater storage, water pollution, and population density. The ultimate goal is to reduce environmental risks and negative impacts to this fragile and unique ecosystem and train teachers and students to make better informed decisions.
      - Programs, demonstrations, and topics would include: The Heart of a Watershed, Everglades Seasons, Hurry for a Habitat, Color Me a Watershed, Just a Drop in the Bucket.
  - Project Learning Tree
    - Focus Area: Wastewater, Water Supply, Stormwater, Solid Waste
    - Key Concepts:
      - Project Learning Tree uses forests as a window on the world and provides educators with environmental education curriculum resources that can be integrated into lesson plans for all grades and subject areas. PLT teaches students how to think, not what to think, about complex environmental issues, and helps them acquire the skills they need to



make sound choices about the environment. Delivery of PLT professional development and materials is implemented at the local level. This approach provides opportunities for place-based learning, inquiry-based investigations, service-learning projects, and partnerships with local resource professionals.

- PLT curriculum relates specifically to the Loxahatchee River watershed and the Loxahatchee River District because it facilitates adapting the program to meet local needs, thereby raising community support and student motivation. Specific sections include interrelationships, systems, and patterns of change. Certain lessons from these topics include the water cycle, pollution, municipal solid waste, land and water resources history, transpiration, watersheds, water supply, ecosystems, and carrying capacity.
- Activities presented would include: Rain Reasons, Pollution Search, Reduce Reuse Recycle, Every Drop Counts, Then and Now, Water Wonders, Field Forrest Stream, Soil Stories, Watch on Wetlands, Waste Watchers, In the Good Old Days, (Exploring Environmental Issues: Municipal Solid Waste)
- Healthy Water Healthy People (Project WET)
  - Focus Area: Wastewater, Water Supply, Stormwater, Solid Waste
  - Key Concepts:
    - The purpose of Healthy People Healthy Water through Project WET is to raise educators' awareness and understanding of water quality topics and issues by demonstrating the relationship of water quality to personal, public, and environmental health. Project WET curriculum relates specifically to the Loxahatchee River watershed and the Loxahatchee River District through the most important water topics being pursued. The five main topics are:
      1. Watersheds and Rivers (water supply, stormwater)
      2. Wetlands (stormwater)
      3. Water History/Environmental History (solid waste, sewage)
      4. Ground Water (water supply, stormwater)
      5. Water Quality, Environmental, and Public Health (solid waste, sewage)
  - Activities presented would include: What is Water Quality, It's Clear to Me, Turbidity or Not Turbidity, There's No Point to this Pollution, Washing Water, Water Quality Windows, Going Underground
- Project WILD / Aquatic WILD
  - Focus Area: Wastewater, Water Supply, Stormwater, Solid Waste
  - Key Concepts:
    - Project WILD is an interdisciplinary conservation and environmental education program emphasizing wildlife. The goal of Project WILD is to assist learners of any age in developing awareness, knowledge, skills, and commitment resulting in informed decisions, responsible behavior, and constructive actions concerning wildlife and the environment. Water in all of its forms is one of the most dynamic to today's arenas in which informed, responsible, and constructive actions are needed. Aquatic species and aquatic ecosystems give humans early and clear warning about the quality of the water environment upon which we all depend.

- Florida's rapid population growth has resulted in a dramatic increase in the amount of water used every day and an increase in the amount of potential and actual water contamination incidents. If we do not begin to address and correct these problems right now, we may not have adequate, safe, affordable water supplies for future generations of Floridians and tourists. Aquatic WILD is designed to help educators use the schoolyard to explore a variety of water related concepts and issues with your students. Aquatic WILD curriculum relates specifically to the Loxahatchee River watershed and the Loxahatchee River District because certain lesson topics include the role of plants in the water cycle, sources of water pollution on school grounds and in the community, supply and demand of drinking water.
- Resources presented and demonstrated would include: Schoolyard Wildlife: Florida's Water Resources Activity Pack, Aquatic WILD Activities: Where Does Water Run, Urban Waterway Checkup, Wetland Metaphors, Watered Down History, What's in the Water, Fishable Waters, Water Works

Below are our projected participation levels once the site is up and running.

Program	Capacity	Times Per Year	Total Estimated People Per Year
Blooming in the Garden	30	4	120
Camp Group	50	10	500
Clean Up	50	4	200
Fishing Clinic	20	4	80
Girl Scout Program	60	2	120
Nature Walk/Naturalist	25	8	200
Homeschool Workshop	30	4	120
Kayak Program	14	3	42
School Group	50	20	1,000
Science Day	50	1	50
Science with Sam	15	12	180
Snorkel and Dip	20	4	80
Summer Camp	16	40	640
			3,252

# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458

Telephone (561) 747-5700 • Fax (561) 747-9929 • [www.loxahatcheeriver.org](http://www.loxahatcheeriver.org)

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



To: Governing Board  
From: Kara Peterson, Director of Finance and Administration  
Date: August 14, 2020  
Subject: Disposal of Fixed Assets

Whenever the District disposes of tangible personal property of a non-consumable nature, Florida Statutes and our Disposal of Surplus Tangible Personal Property Policy require Governing Board approval before any Surplus Tangible Personal Property can be disposed of. Therefore, consistent with state statute, our policies, and procedures, I request your authorization to dispose of the items listed below:

Tag #	F/A #	Description	Condition	Date Recorded	Acquired Value	Book Value	Estimated Value
22514	TE22-1	1992 Ford F700	Operational	09/30/92	\$ 33,581	\$ -	\$ 6,500
13196	TE57-1	2001 Ford F450	Operational	09/30/01	33,105	-	4,500
<b>Total Assets to be Disposed</b>					<b>\$ 66,686</b>	<b>\$ -</b>	<b>\$ 11,000</b>

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

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 surplus tangible personal property including fixed asset numbers TE22-1 and TE57-1 in the schedule above.”**

Gordon M. Boggie  
Board Member

Dr. Matt H. Rostock  
Board Member

Stephen B. Rockoff  
Chairman

Harvey M. Silverman  
Board Member

James D. Snyder  
Board Member

# Change Orders

***No Change Orders are presented for  
Board consideration this month.***

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# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

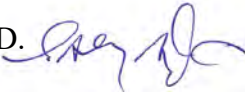
2500 Jupiter Park Drive, Jupiter, Florida 33458-8964

Telephone (561) 747-5700 • Fax (561) 747-9929 • [www.loxahatcheeriver.org](http://www.loxahatcheeriver.org)



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

## MEMORANDUM

TO: GOVERNING BOARD  
FROM: D. ALBREY ARRINGTON, Ph.D.   
DATE: AUGUST 12, 2020  
SUBJECT: BUSCH WILDLIFE SANCTUARY LICENSE AGREEMENT

At the July 16, 2020 public meeting of the Loxahatchee River District (LRD) Governing Board, you discussed the Busch Wildlife Sanctuary License Agreement and directed me to negotiate a revised agreement addressing twelve key issues. Curt Shenkman and I have drafted a revised license agreement, provided on the following pages, that addresses each of these issues. To minimize confusion, I am presenting a clean version of the draft agreement, i.e., I have not used track changes to show proposed revisions. Therefore, I ask you to please read the draft agreement carefully.

Here is a summary of the most important proposed revisions:

1. Section 2 provides for a one (1) year term with a proposed start date of March 22, 2021, and it includes a potential renewal term of 1 year. The current License Agreement is set to expire on March 23, 2021.
2. Sections 4, 5, and 6 have been revised to limit financial contributions by LRD to BWS. Specifically, Section 4 terminates the existing IQ Water Agreement. Section 5 provides that BWS pays for actual quantities of potable water and I.Q. Water used. When calculating the potable water cost, I assumed BWS uses water above and beyond the water used by LRD, so they would pay the highest per unit rate for potable water as charged by the Town. I used the retail I.Q. Water rate because their usage fits the retail definition as provided in Chapter 31-10. Section 6 removes the \$125 per month allowance for the LRD Warehouse supplies.
3. Section 7 includes additional security requirements.
4. Sections 9, 10, and 11 include a sentence waiving educational requirements if a State of Emergency or Executive Order prohibits such activities.
5. Section 21 revised to stipulate LRD Board member on BWS Board to have complete and equal access to BWS records as any other BWS Board member. Also, LRD recognizes Bush's desire for privacy on sensitive, proprietary information. It will be a challenge to work through this operationally, but I trust we will find a workable solution.
6. Section 24 revised to specify Busch responsibility to pay for fence upgrades that are required based on their permits.
7. Section 25 conveys ownership of the trailer housing Busch administrative offices to Busch upon execution of the agreement. (This is a correction to version 2.1.)
8. The old Section II heading was deleted because it seemed irrelevant and confusing at this point. Similarly, I deleted the old Section 28. Contract for Services.

9. Section 35 was revised to require LRD payment for ‘structural’ repairs and replacements to the Discovery Center and Wildlife Hospital (i.e., buildings constructed by LRD). This section is intended to provide clarity on payment responsibilities for both parties.
10. Section 37 was revised to limit LRD insurance to LRD constructed buildings and to clarify LRD will decide if the Wildlife Hospital or Discovery Center are restored, repaired, or decommissioned after suffering casualty damage. My thought is that LRD should not insure Busch facilities, because LRD will not transfer insurance payment(s) to Busch.
11. Section 39 stipulates that the escrow agreement will be attached as Exhibit D, which will allow LRD to review and approve of the terms of the escrow agreement before entering into the license agreement. Thus, Busch will be required to provide a copy of the escrow agreement before entering into this License Agreement.
12. Section 40. Relocation section was summarily deleted and replaced with a Termination Without Cause section. These revisions address the LRD Governing Board’s stated concerns about reimbursement of relocation costs to Busch, and hopefully provide clarity and simplicity to the termination process. Similarly, Sections 41 and 42 were simplified.
13. Section 43 requires Busch to notify LRD if Busch does not obtain or maintain approvals necessary to conduct their business and to immediately cease operations for which approval has been terminated.
14. Section 44 includes a sentence stipulating that neither party will be liable for incidental, consequential, or punitive damages.
15. Section 48 includes the text for the Public Entities Crime Act, which is deemed a best practice.
16. Section 49 includes text acknowledging the relevance of Public Records Law.
17. Section 50.2 provides for waiver of jury trial.
18. Because of the critical need to operate and maintain our assets, I have not included a clause providing for the uninterrupted and quiet enjoyment of the premises by BWS.

I trust I have moved forward in accordance with the direction you provided last month. I look forward to receiving your input on each of these issues.

## Restated LICENSE AGREEMENT

THIS LICENSE AGREEMENT, dated as of \_\_\_\_\_, 2020 is between the Loxahatchee River Environmental Control District, ("LRD") having an office located at 2500 Jupiter Park Drive, Jupiter, Florida 33458; and THE BUSCH WILDLIFE SANCTUARY, INC., a Florida Corporation, ("Busch") having an office at 2500 Jupiter Park Drive, Jupiter, FL 33458

### RECITALS.

WHEREAS, Busch is a not for profit corporation dedicated to the protection and conservation of Florida's wildlife and natural resources, and a provider of environmental education programs and wildlife rehabilitation and management services; and

WHEREAS, the LRD is a multicounty, independent special district of the State of Florida, whose mission is to protect public health and preserve the Loxahatchee River watershed and its natural habitats through innovative wastewater solutions, research, and environmental stewardship; and

WHEREAS, the LRD owns certain real property located at 2500 Jupiter Park Drive, Jupiter, FL 33458 (Palm Beach County Parcel Control Number 00-42-41-10-00-000-3000) consisting of approximately 185 acres; and

WHEREAS, the LRD views Busch as a strategic partner in the furtherance of LRD's mission; and

WHEREAS, the LRD and Busch have enjoyed a long and mutually beneficial collaboration with Busch co-located on LRD's property at 2500 Jupiter Park Drive since the first License Agreement executed on March 15, 1998.

The parties therefore agree as follows:

### **I. SPECIFIC LICENSE TERMS AND CONDITIONS:**

1. The LRD as owner of the real property at 2500 Jupiter Park Drive (Property), licenses the Discovery Center, Wildlife Hospital, Welcome Center, Snake House (and associated public restrooms), Panther Night House, Bear Night House, and grounds, as generally described and presented as Premises in Exhibit A, to Busch for \$10.00 per year. Notwithstanding the general location of LRD property proposed for the Busch Wildlife Sanctuary operation as shown in Exhibit A, a condition of this License Agreement is the agreement by Busch of the existence of LRD utility lines and infrastructure and potential need for future operation, construction, rehabilitation, maintenance, and assessment of utility lines and infrastructure, which must be accessed and allowed at all times within the boundaries subject to this License Agreement.
2. This License Agreement will commence on March 22, 2021 (the "Commencement Date"). The Term of the License Agreement is ONE (1) year from March 22, 2021 to March 21, 2022. This License Agreement may be renewed for an additional one (1) year period if mutual agreement is executed, in writing, by LRD and Busch. Either party may decide not to renew the License Agreement. No cause is necessary to not renew.
3. Busch will pay the salary and overhead of Busch personnel.
4. The Irrigation Quality Water Agreement dated November 19, 2010 between the LRD and Busch is terminated.
5. Busch will be responsible for all separately metered electric utility bills for Busch Wildlife Sanctuary operations, and pay for its own telephone services, and solid waste service (garbage and recycling). Wastewater utility service is considered included in the



License Agreement terms and will continue to be provided by the LRD. On a monthly basis, Busch shall reimburse the LRD for actual potable water and I.Q. Water used. Potable water reimbursement shall be calculated based on actual gallons of water used by Busch times the maximum per unit rate charged to LRD by the Town of Jupiter (e.g., \$3.30 per 1,000 gallons). Irrigation Quality Water reimbursement shall be calculated based on actual gallons of I.Q. Water used by Busch times the current "Retail" rate for I.Q. Water (e.g., \$0.5837 per 1,000 gallons). LRD will provide potable water and I.Q. Water meter readings to designated Busch staff.

**6.** Busch will pay for all operating supplies and expenses of Busch Wildlife Sanctuary.

**7.** Busch will be responsible for security to the Wildlife Hospital, Discovery Center, Busch Trailer, Welcome Center, Panther Night House, Bear Night House, Snake House (and associated public restrooms), all exhibits and ancillary structures and facilities utilized by Busch. Busch shall provide security to prohibit its visitors from entering the District's Property and facilities located outside of the Premises, in accordance with US Homeland Security guidelines for protecting utility infrastructure.

**8.** Busch will indemnify, defend and hold harmless the LRD against all claims of liability resulting from its uses and operations; provided however, that such indemnification shall not apply to the extent of any loss or liability that is solely attributable to the acts, errors or omissions of LRD.

**9.** Busch will operate the Busch Wildlife Sanctuary as an open to the public facility for a minimum of 260 days per license year to provide interpretive tours and educational opportunities. This provision is waived proportional to any State of Florida or Palm Beach County State of Emergency or Executive Order that prohibits Busch from opening to the public. Should Busch choose to charge a general admission fee, such fees shall be mutually agreed upon by LRD and Busch. Busch reserves the right to set the fees for special events, activities, tours, classes, and other approved uses as generally described in Exhibit B.

**10.** Busch will offer a minimum of 100 days of educational instruction to students at the Busch Wildlife Sanctuary during the school year that comport with the mission and vision of LRD. This provision is waived proportional to any State of Florida or Palm Beach County State of Emergency or Executive Order that prohibits Busch from opening to the public during the school year.

**11.** Busch will provide a minimum of 32 days of summer educational programming based at the Busch Wildlife Sanctuary that comport with the mission and vision of LRD. This provision is waived proportional to any State of Florida or Palm Beach County State of Emergency or Executive Order that prohibits Busch from opening to the public during the summer.

**12.** Busch shall pursue opportunities to recognize the partnership between Busch Wildlife Sanctuary and the LRD, as set forth in paragraphs 12.1 and 12.2 below.

**12.1** Within the boundaries of the LRD as defined by the legislature, Busch will endeavor to ensure that all printed and text materials including but not necessarily limited to letterhead, site signage, brochures, interpretive flyers and maps, advertisements, notices, mailers, banners, remote exhibition signage, web sites, social media platforms (i.e. Facebook, Instagram, Twitter, LinkedIn, Snapchat, Nextdoor, et. al), etc., incorporate the logo of the LRD where practical and operate under the name: "Busch Wildlife Sanctuary at Loxahatchee River District".

**12.2** Busch shall endeavor, where practical, to incorporate into the Busch Wildlife Sanctuary interpretative tours, educational programs and lesson plans, the mission and accomplishments of the LRD including sewer & I.Q. Water Reuse, WildPine Laboratory research & monitoring projects, river preservation, protection and

enhancement initiatives, and the River Center. Within the boundaries of the LRD as defined by the legislature, Busch agrees it shall operate in partnership with the LRD's environmental education program.

**13.** Busch will allow the LRD to have access to the Busch Wildlife Sanctuary and use of the facilities for special functions/events, provided such use is mutually agreed upon and that the specified function/event will not conflict with the operations of Busch Wildlife Sanctuary. Busch agrees to actively participate, at no additional charge to the LRD unless otherwise mutually arranged, in such functions/events designated by the LRD, up to four (4) times a calendar year. Such activities may include, but not necessarily be limited to, symposiums, and other events sponsored by the LRD. Additionally, the LRD extends the same courtesy to Busch, and agrees to allow Busch use of the LRD's Board Room and/or River Center facilities, provided such use is mutually agreed upon and that the specified function/event will not conflict with the operations of LRD and/or River Center.

**14.** Busch and LRD agree to support one another in the applications for grants relative to the Busch Wildlife Sanctuary and/or the LRD. Busch agrees to pursue grants for the Busch Wildlife Sanctuary and if grants are obtained specifically for the Busch Wildlife Sanctuary at Loxahatchee River District, said grants must be utilized for said purpose.

**15.** All grant applications specific to the development of Busch Wildlife Sanctuary facilities shall be mutually agreed upon by the Executive Director of the LRD and the Executive Director of Busch.

**16.** Busch will be responsible for and receive all net revenue from the sale of products and services specific to Busch Wildlife Sanctuary.

**17.** Busch shall draft and maintain an Animal Escape Policy, approved by the Busch Board, and shall furnish an approved copy to the LRD. When an animal escapes, Busch shall notify the LRD emergency phone (561-747-5708) and the Executive Director's cell phone. Based upon these emergency notifications, Busch shall have unfettered access to the entire LRD property to respond to a code red or code yellow animal escape event.

**18.** By May 1<sup>st</sup> of each year, Busch shall provide to the LRD Executive Director an annual hurricane preparedness plan for the Busch Wildlife Sanctuary facilities and operations.

**19.** Annually, and no later than February 14<sup>th</sup>, Busch shall provide the LRD with access to the Busch Wildlife Sanctuary, Inc. most recent annual budget, capital depreciation schedule, and audited financial statements; which include a Statement of Financial Position (Balance Sheet); Statement of Activities and Change in Net Assets (Profit and loss statement); Statement of Functional Expenses; Statement of Cash Flow; Notes to the Financial Statements; Independent Auditors Opinion; and if available the Schedule of Findings and Questioned Costs and Schedule of Expenditures of Federal Awards or State Financial Assistance.

**20.** Busch shall provide a quarterly written summary and verbal report on its activities to the LRD Governing Board at the Governing Board meeting following the end of each quarter.

**21.** One member of the LRD Governing Board, or their designate, shall have rights to be a formal voting member on the Busch Wildlife Sanctuary Board of Directors, except as to a particular vote of the Busch Board that represents a conflict of interest for either party. Busch hereby waives any claim for conflict of interest as to the member of the LRD Governing Board, or their designate, arising solely out of being a member of the Busch Board of Directors. Busch agrees to provide LRD Board Member with complete and equal access to Busch records as any other Busch Board member. LRD recognizes Busch's desire for privacy on sensitive, proprietary information. Busch shall comply with its Bylaws adopted September 6, 2017 and amended June 25, 2019, ("Bylaws") incorporated herein

by reference, and shall not materially revise the Bylaws to be inconsistent with this License Agreement. The Busch Board agrees it shall attend Joint Workshop meetings with the LRD Governing Board, as mutually agreed to by both boards, on an annual basis.

**22.** Busch and the LRD shall hold joint meetings of Senior Staff at least quarterly. Such meetings may consist of a walking tour of Busch facilities and discussion of any ongoing issues and upcoming opportunities. Either Senior Staff may request a more formal meeting with a proposed agenda, date, and time. The intent of these meetings is to foster strategic discussions and coordination on current and future projects, activities, and operations that may affect either party, identify areas for improved coordination, and resolve issues. It is not the intent of these regular meetings to prevent any 'as needed' communications.

**23.** Busch staff shall remain in the Premises described in Exhibit A. If Busch needs to access non-Premises portions of LRD's property in an emergency, Busch staff shall contact LRD's Executive Director and Safety Officer via their mobile phones and Busch staff shall call LRD's Emergency Phone (561-747-5708) to notify the on-site Wastewater Treatment Plant Operators. If Busch needs to access LRD property for a non-emergency, Busch staff should contact LRD's Operations Plant Manager and LRD Safety Officer via email with sufficient notice to allow a reasonable response.

**24.** The LRD will maintain perimeter fencing, i.e., existing security fence, with a minimum height of 8 feet around the perimeter of the LRD Property. Should LRD need to alter the location or nature of the perimeter fencing, LRD will work collaboratively with Busch to locate and install a suitable fence to meet requirements of permits held by Busch. In the event permits held by Busch require altering the location or nature of the perimeter fencing, Busch shall be responsible for all costs arising in connection with said permits.

**25.** Upon execution of this agreement, the LRD conveys ownership of the trailer used to house Busch administrative offices to Busch in As-Is, Where-As condition without representation or warranty whatsoever, and Busch assumed all liabilities and claims arising in connection with the trailer.

**26.** LRD will maintain the physical integrity of the parking lot and appurtenances on LRD property, and Busch will maintain the overall cleanliness of parking areas within the Premises.

**27.** The Busch Wildlife Sanctuary Strategic Plan 2019-2024 approved by the Busch Board of Directors on September 10, 2019 is incorporated herein by reference.

## **II. GENERAL LICENSE TERMS AND CONDITIONS:**

**28. PREMISES AND USE.** The location and description of the Premises is shown on Exhibit A and includes the Discovery Center, Wildlife Hospital, Welcome Center, Snake House (and associated public restrooms), Panther Night House, Bear Night House, Administrative Trailer, exhibits, and grounds. The Premises will be used by Busch for the purpose of environmental education, native animal rehabilitation, and animal sanctuary, and other uses specifically listed on Exhibit B attached hereto and made a part hereof (the "Uses"). All additional proposed Uses are subject to the prior written approval of the LRD. Should an issue arise that potentially poses a threat to public health, safety or welfare and/or adversely affecting the LRD's current and/or future proposed operations and functions, the LRD will attempt to work with Busch to resolve any such issue before final action is taken by LRD. The LRD reserves the right to revoke authorization for a permitted Use based upon public health, safety or welfare, and/or adversely affecting the LRD's current and/or future proposed operations and functions.

Busch certifies that Busch has continually occupied the Premises since March 15, 1998, and accepts same "As Is", in its existing condition together with any defects, latent or

patent, if any, and subject to all easements, encumbrances, restrictions and matters of record. Busch further acknowledges that LRD has made no representations or warranties of any nature whatsoever regarding the Premises, including, without limitation, the physical condition of the Premises, any improvements or equipment located thereon, if any, or the suitability thereof for Busch's intended use thereof. No repair work, alterations, or remodeling of the Premises is required to be done by LRD as a condition of this License Agreement. Busch agrees to perform any and all work at its own cost and expense which is necessary to fully equip and maintain the Premises for the lawful use of the Premises by Busch.

**29. RENT.** Rent will commence upon the date of execution of this License Agreement and shall be paid in advance for each year of the License Agreement Term and the Renewal Term(s).

**30. DESIGN AND PLACEMENT OF IMPROVEMENTS.** Prior to construction of any improvement, the LRD and Busch must mutually agree on the design and placement of any improvements within the Premises to be made by or on behalf of Busch when the Improvement changes the footprint or function of an existing facility or creates a new facility ("Improvement"). Busch must provide the LRD written plans and specifications ("Plans") showing the proposed design of such Improvement(s). Plans must include a site map showing where the Improvement(s) will be constructed or installed. If an Improvement proposed by Busch includes a request for utilization of LRD employee labor and/or materials, the proposal shall include a list of requested materials and requested LRD labor. Prior to proposal submittal by Busch for approval by the LRD, Busch shall discuss the proposal with the LRD Executive Director to determine project feasibility and accuracy of proposal estimate of requested materials and LRD employee labor. Improvements up to \$100,000 in cost may be approved by LRD Executive Director; Improvements over \$100,000 may be approved by the LRD Board. The LRD has sixty (60) working days after receipt of the Plans to review and approve them or request reasonable modifications to the Plans. Busch shall accommodate all reasonable requests by the LRD, including aesthetics and location of the Improvements within the Premises, or withdraw the Improvement request. The LRD will grant or deny its final approval of the Plans in writing within sixty (60) working days after Busch submits revised Plans reflecting modifications requested by the LRD. LRD grants to Busch, its agents, employees and independent contractors, the right to enter upon the Premises at all reasonable hours to perform field-work necessary to complete the Plans, so long as the LRD has (24) hours prior written notice of the same and such party has necessary insurance required by the LRD naming the LRD as an additional insured on projects or improvements exceeding \$25,000.00. Busch acknowledges the LRD has the right, at all times, to install the LRD's equipment and improvements in, upon, above, underneath, around, and at the Premises. LRD will endeavor to give Busch reasonable notice.

**31. CONSTRUCTION OF IMPROVEMENTS.** After Busch and the LRD agree on Plans, Busch will apply for and obtain all necessary permits or other approvals, including but not limited to zoning, required by state law and local laws, rules, regulations, ordinances (the "Approvals") as a condition for the construction of the Improvements. The LRD will reasonably cooperate with and assist Busch in obtaining the Approvals. The LRD will promptly sign all applications and other papers which must be signed by the owner of the Property for Busch to obtain necessary Approvals. Busch will pay all costs of obtaining Approvals, and all costs of constructing and installing Improvements. Busch shall obtain both a payment and performance bond in accordance with Florida Statutes 255.05 et. al., for all contracted work performed at the Premises estimated by the LRD to be more than \$100,000.00. Busch shall construct the Improvements in a good and workmanlike manner, and will comply with all applicable Federal, State and other governments, local laws, rules, regulations, ordinances and requirements. Busch must make every effort to avoid



interfering with the LRD's operations and activities at the Property. If Busch needs to undertake construction activities which are likely to cause high levels of noise, dust, or other hazardous conditions at the Property, Busch will give the LRD advance notice of a minimum of fourteen (14) days of the construction activities so that the LRD can give appropriate notices and information to personnel at the Property and other concerned parties. The LRD may grant Busch a temporary easement over necessary portions of the Property for ingress, egress, access, equipment, storage, vehicle parking, and other construction-related activities during normal business hours at a mutually agreed upon location. The temporary easement will automatically terminate when Busch completes construction and installation of the Improvements.

**32. NO CONSTRUCTION LIENS.** In accordance with Florida Statutes 713.10, neither Busch nor anyone claiming through Busch shall have the right to file construction liens or any other kind of lien on the Property or Premises and the filing of this notice under the License Agreement constitutes notice that such liens are invalid. Further, Busch agrees to give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid. Busch simultaneously herewith signs the **Notice attached hereto and made a part hereof as Exhibit C** and agrees the Notice will be recorded in the Public records of Palm Beach County by the LRD.

**33. TAXES.** Busch shall be responsible for the payment of all taxes (real and personal) arising from its use of the Improvements on the Premises and Busch's use of the Premises. Busch agrees to pay sales tax on its rental payments if imposed. Busch has a Consumer Certificate of Exemption under Florida Administrative Code Rule 12A-1.038. As used herein, the term "sales tax" shall mean all taxes, levies and/or assessments imposed or collected by any governmental authority with respect to the rent required to be paid hereunder, whether now or hereafter imposed or collected, excluding however, Federal or State income tax payable by the LRD on account of the rent.

**34. ASSIGNMENT/SUBLICENSE.** Busch shall not assign or transfer this License Agreement without the prior written consent of LRD, which consent may be withheld in the sole discretion of the LRD.

**35. MAINTENANCE OF PREMISES & IMPROVEMENTS.**

(A) Busch shall keep the Premises and Improvements in good and substantial order and repair at the sole cost and expense of Busch, and shall make all repairs, renewals, and replacements necessary to that end, ordinary or extraordinary, expected or unexpected, except for repairs expressly required to be made by LRD as hereinafter provided. Busch shall also be responsible for the cost of making any repairs or replacements to, or within, the Premises if the need therefor is caused by the negligent or willful act or omission of Busch, its agents, employees, officers, contractors, invitees, or any other person or entity acting for or under Busch. Annually on the anniversary date of the License Agreement, Busch shall provide LRD with an annual update on maintenance and repair projects. In the event Busch is not maintaining, operating, repairing, or replacing Improvements or Premises in good working order and in safe condition in the determination of the LRD, after affording Busch with reasonable notice and opportunity to cure, the LRD has the right to conduct such maintenance, operation, repair or replacement at Busch's sole cost and expense, which shall be considered "Additional Rent" due hereunder.

(B) LRD, as determined in LRD's sole discretion, at its own cost and expense, shall maintain and make all necessary structural repairs and replacements to the Discovery Center and Wildlife Hospital buildings, including their foundations, roofs, and exterior walls (excluding signs, window glass and frames, doors and door frames, and air conditioning systems, which are the responsibility of Busch). Excluded from the foregoing LRD obligations are: (i) any repairs or replacements to alterations or improvements made by Busch; and (ii) any repairs or replacements required by reason of the negligent acts or

omissions of Busch, its agents, employees or those acting for or under Busch.

(C) Busch shall not commit or suffer to be committed any waste upon the Premises, commit or permit the maintenance or commission of any nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect LRD's fee simple absolute forever interest in the Premises or which results in an unsightly condition. All refuse is to be removed from the Premises at Busch's sole cost and expense and Busch will keep such refuse in proper containers until removed. Busch will keep access to the Premises, parking areas, and other contiguous areas to the Premises free and clear of obstruction. Busch, at its sole cost and expense, will keep the Premises free of infestations of rodents, vermin, and other pests.

**36. BUSCH INSURANCE AND INDEMNITY.** Busch shall procure and maintain a public liability policy, with limits of \$5,000,000.00 for bodily injury, \$150,000.00 for property damage, \$5,000,000.00 aggregate, with a certificate of insurance furnished to the LRD. Such policies shall name the LRD as an additional insured and provide that cancellation will not occur without at least thirty (30) days prior written notice to the LRD. Busch agrees to indemnify, save harmless, and defend LRD, its directors, officers, employees, and agents, from and against any and all claims, actions, damages, liability and expense (including reasonable attorney's fees and costs) arising from or out of the use and/or occupancy of the Building, the Premises, and the Improvements. Busch agrees to indemnify, save, defend and hold harmless the LRD against loss or expense arising from Busch's operations by reason of the liability imposed upon the LRD for damage because of: a) bodily injuries, including death, at any time resulting therefrom sustained by any person or persons, or b) damage to property, or c) the death or disability of a Busch employee, contractor, agent, or visitor. This paragraph survives the expiration or termination of this License Agreement. The dollar limits of insurance in this paragraph may be increased annually upon the reasonable determination by LRD.

**37. LRD INSURANCE.** The LRD is responsible to maintain property insurance coverage (windstorm, act-of-god, fire) for the Wildlife Hospital and Discovery Center and flood insurance coverage for the Wildlife Hospital and Discovery Center in such amounts as the LRD determines in its sole discretion, including the right of the LRD to decide to self-insure any and all such risks. The LRD will be the sole Loss Payee of property and flood insurance maintained by LRD, and the LRD will determine in its sole discretion whether to restore, repair, or decommission the Wildlife Hospital or Discovery Center if either suffers casualty damage. The LRD will not provide coverage for contents of Busch.

**38. NOTICES.** All notices must be in writing to the address set forth above, and are effective when sent by: (a) hand delivery, (b) overnight delivery, (c) certified mail, return receipt requested, (d) email as long as proof of receipt of the transmission is retained by the sending party, or (e) as otherwise provided by law.

**39. REMOVAL &/OR CLAIMING IMPROVEMENTS.** Upon Busch's termination of this License Agreement, Busch shall remove its Improvements and animals at Busch's expense, except those Improvements which, at the option of the LRD, become LRD property. Should LRD decline to claim certain of the Improvements, Busch shall remove the unclaimed Improvements at Busch's sole expense. Busch shall restore the Premises to the condition existing at the time of the Certificate of Occupancy for the Wildlife Hospital and the Discovery Center, except for ordinary wear and tear, within one hundred eighty (180) days or a reasonable timeframe of the expiration or termination of this License Agreement. In the event there is a failure to timely remove the Improvements or restore the Premises, LRD shall have the right to remove such Improvements and restore the Premises and Busch agrees to be directly responsible for the customary and reasonable costs of such removal and restoration. This paragraph survives the expiration or termination of this License Agreement. Busch will enter into an escrow agreement, as provided in Exhibit D,

with LRD and will deposit, with a third-party escrow agent of Busch's choice, \$400,000.00 in the event it is needed for removal and restoration costs.

**40. TERMINATION WITHOUT CAUSE.** Busch may terminate this License Agreement without cause at any time upon 90 days prior written notice to LRD. LRD may terminate this License Agreement without cause at any time upon 365 days prior written notice to Busch.

**41. TERMINATION FOR CAUSE.** This License Agreement may be terminated upon 45 days written notice by either party if the other party is in default of this License Agreement provided that, in the case of a default which is capable of remedy, such default has not been remedied within 45 days of receipt of that written notice.

**42. TERMINATION FOR PUBLIC HEALTH, SAFETY, OR WELFARE.** LRD may terminate this License Agreement at any time by notice to Busch if LRD determines in its sole discretion that LRD requires the Premises for purposes of public health, safety or welfare, or in order for the LRD to conduct its operations. In such case, LRD and Busch shall attempt, without obligation, a relocation of Busch to an alternative location.

**43. GOVERNMENTAL REGULATIONS.** Busch shall, at Busch's sole cost and expense, comply with all ordinances, laws, statutes and regulations promulgated by all applicable county, municipal, state, federal and other governmental authorities, now in force, or which may hereafter be in force, pertaining to Busch or its use of the Premises, or the Premises generally. Busch shall not use, maintain, store or dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents on the Premises or any adjacent land in any manner not permitted by law. Busch shall indemnify, defend and save LRD harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Busch's failure to perform its obligations in this Section.

The parties acknowledge and agree that LRD is entering into this License Agreement in its proprietary capacity as the owner of the Premises and that nothing contained herein shall be construed to constitute any form of approval by LRD in its governmental capacity or limit or alter Busch's obligation to comply with all applicable governmental regulations.

Busch shall immediately notify LRD if Busch does not obtain or maintain all approvals (collectively "Approval") required from any governmental authority to operate on the Premises or if any such Approval is canceled, expires or is withdrawn or terminated. Upon the cancellation, expiration, or withdrawal of an Approval, Busch will immediately cease the function for which approval was terminated.

Busch shall not use the Premises in a manner which causes LRD to be in violation of any current or future local, state, or Federal permits, rules, regulations, deed restrictions or covenants applicable to the Premises. LRD shall have the right to require any modifications to Busch's use of the Premises if LRD in its reasonable discretion determines such use violates any current or future local, state or Federal permits, rules, regulations, deed restrictions or covenants applicable to the Premises. In the event the required modification is determined by Busch to be not financially feasible in Busch's sole discretion, Busch shall have the right to terminate for cause this License Agreement in accordance with paragraph 41. In the event that Busch has not terminated this License Agreement and fails to timely make such modifications or changes, LRD shall have the right to a) Terminate the License Agreement in accordance with paragraph 42, or b) enter upon the Premises and make such modifications or changes at Busch's expense as LRD in its sole discretion determines are necessary to meet such compliance. Busch shall promptly pay to LRD upon demand all reasonable costs incurred by LRD in connection with such modifications.

**44. DEFAULT.** All notices of default must be in writing and delivered to the other party. In no event shall either Party be liable for incidental, consequential, or punitive damages.

**45. HAZARDOUS SUBSTANCES.** Busch shall not allow any substance, chemical or waste on the Premises that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Busch shall immediately remove, remediate and clean up any such substance on the Premises.

**46. LICENSEE.** It is understood and agreed that Busch is a licensee, and not an agent or employee of the LRD. In connection with Busch's operations and Improvements, Busch shall at its own expense: provide for all labor, supplies, tools and equipment to perform its operations; procure all necessary licenses, certificates and permits required in the performance of the operations; Pay all payroll, unemployment and Social Security taxes, sales and use taxes, and all other taxes or charges; Busch agrees and covenants to be exclusively liable for payroll taxes, and contributions under Federal, City, County and State laws, measured by amounts paid to Busch, Busch's employees, and the employee of any sub-contractor engaged by Busch, and to hold harmless, save and defend the LRD free from payment of any such taxes and contributions.

**47. RESTRICTIVE COVENANT.** Busch, a licensee of the LRD, as consideration for the LRD having previously contributed significant capital expenditure of funds for the construction of the Discovery Center Building and Wildlife Hospital Building, hereby agrees with the LRD, as long as this License Agreement is in effect to refrain from carrying on or engaging in a similar operation within 20 miles (straight line distance) of the Premises. Provided however, Busch may commence another operation complementary with the Busch operation at the LRD (and not competitive therewith as determined by the LRD, after prior written approval of the LRD). This covenant shall be enforced by a court of competent jurisdiction in accordance with Section 542.33(2)(a), Florida Statutes (1996).

**48. PUBLIC ENTITY CRIMES ACT.** Busch, its subsidiaries, affiliates, and subcontractors represents that the execution of this License Agreement will not violate the public entity crimes act (§287.133, FS), and certifies that Busch, its officers, personnel, subsidiaries, affiliates, and subcontractors under this License Agreement have not been placed on the convicted vendor list maintained by the state of Florida department of management services within 36 months from the date of submitting the proposal for this License Agreement or entering into this License Agreement. Violation of this section may result in termination of this License Agreement and recovery of all monies paid pursuant to the License Agreement and may result in disbarment from the district's competitive procurement activities.

**49. PUBLIC RECORDS.** The LRD is governed by and subject to Florida's Public Records Law, Chapter 119, F.S., which provides a right of access to inspect and copy any public records possessed by LRD. As such, any record (e.g., email, text message, note, contract, agreement, memorandum, letter) from Busch to the LRD in connection with transaction of official business of the LRD (including addressing issues arising from this License Agreement) will be deemed a public record and shall be made available, by the LRD, for inspection and copying by any person pursuant to Chapter 119, F.S.

**50. OTHER STANDARD PROVISIONS:**

**50.1 Binding Effect; Time.** This License Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this License Agreement. Time is of the essence in this License Agreement.

**50.2 Governing Law.** This License Agreement is governed by the laws of the State of Florida without application of conflict of law principles. Venue for any legal proceedings and lawsuits brought to enforce this License Agreement shall be Palm Beach County, Florida. THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTER CLAIMS, BROUGHT BY



EITHER OF THE PARTIES HERETO AGAINST THE OTHER, IN CONNECTION WITH THIS LICENSE AGREEMENT.

**50.3 Entire Agreement.** This License Agreement constitutes the entire Agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this License Agreement must be in writing and executed by both parties. LRD and Busch have participated fully in the negotiation and preparation of this License Agreement. Accordingly, this License Agreement shall not be more strictly construed against either party.

**50.4 Severability.** If any provision of this License Agreement is invalid or unenforceable with respect to any party, the remainder of this License Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this License Agreement will be valid and enforceable to the fullest extent permitted by law.

**50.5 Attorneys Fees.** The prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this License Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party. This paragraph survives the expiration or termination of this License Agreement.

**50.6 Radon Gas.** Florida Law requires the following statement in an Agreement for the use of a Building: Radon is a natural occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and state guidelines have been found in buildings in Florida. Additional information regarding radon testing may be obtained from your county public health unit.

IN WITNESS THEREOF, the parties have executed this Restated License Agreement the dates set forth below.

Witnesses:

THE BUSCH WILDLIFE SANCTUARY, INC  
a Florida Corporation

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Peter W. Busch, Chairman/Founder  
Dated: \_\_\_\_\_, 2020

Witnesses:

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Stephen B. Rockoff, Chairman  
Dated: \_\_\_\_\_, 2020

EXHIBIT A – General Location of Busch Wildlife Sanctuary license agreement grounds within the Loxahatchee River District property.

EXHIBIT B – Approved “Uses” of the Premises shown in Exhibit A.

EXHIBIT C– Executed Notice of No Construction Liens

EXHIBIT D – Escrow Agreement

EXHIBIT A - General Location of Busch Wildlife Sanctuary license agreement grounds within the Loxahatchee River District property.



EXHIBIT B- Approved “Uses” of the premises shown in Exhibit A.

- 1) wildlife rehabilitation
- 2) veterinary services
- 3) wildlife studies and research
- 4) education programs
- 5) internships
- 6) environmental studies and research
- 7) biological studies and research
- 8) botany studies and research
- 9) zoological studies and research
- 10) captive breeding projects
- 11) programs for special needs individuals (physically & mentally challenged)
- 12) community service
- 13) gardening
- 14) workshops
- 15) night walks guided by Busch staff
- 16) summer and holiday day camps
- 17) classes
- 18) weddings
- 19) funerals
- 20) birthday parties
- 21) seminars
- 22) meetings
- 23) field trips
- 24) demonstrations
- 25) displays
- 26) exhibits
- 27) shows
- 28) entertainment
- 29) photo shoots
- 30) video productions
- 31) television shows
- 32) public viewing of animals and exhibits
- 33) gift shop
- 34) vending
- 35) concessions
- 36) merchandise sales
- 37) fund raising and social events
- 38) picnics (private, social, and corporate)
- 39) dining and food consumption
- 40) after school programs
- 41) social media / digital marketing

Except as authorized herein, public access to the Premises shall be permitted sunrise to sunset, thus prohibited from sunset to sunrise.

EXHIBIT C- Executed Notice of No Construction Liens

## EXHIBIT D – Escrow Agreement



# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458

Telephone (561) 747-5700 • Fax (561) 747-9929 • [www.loxahatcheeriver.org](http://www.loxahatcheeriver.org)



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

## MEMORANDUM

TO: GOVERNING BOARD  
FROM: D. ALBREY ARRINGTON, Ph.D.  
DATE: AUGUST 12, 2020  
SUBJECT: SONOMA ISLES IQ WATER AGREEMENT AMENDMENT

On June 6, 2006 the Loxahatchee River District entered into an Irrigation Quality Water Agreement with Communities Finance Company, LLC to provide 1,000,000 gallons per day of Irrigation Quality Water to the property that is presently known as Sonoma Isles. This IQ Water Agreement was made possible because of the “Interlocal Agreement Between The Town of Jupiter and The Loxahatchee River District For The Establishment of Enhanced Intergovernmental Coordination With Respect to Regional Water Supply to the Public’s Benefit” (i.e., the Nano Agreement) dated June 20, 2006, and amended on April 19, 2012. The Nano Agreement caused approximately 2 million gallons per day of the Town of Jupiter’s nano filtration concentrate to be piped to and blended with the LRD’s reclaimed water. Thus, the Town’s nano filtration concentrate increased LRD’s supply of reclaimed water. This increased supply of reclaimed water was necessary for LRD to have sufficient IQ Water to meet anticipated demands at Sonoma Isles and Jupiter Country Club (what was then referred to as Parcel 19).

Much has happened over the past thirteen years. Parcel 19 was divided into two properties, those properties changed hands, and resulting developments are significantly different than original development plans. Presently, DIVOSTA HOMES, L.P. owns and is developing Sonoma Isles and holds the Irrigation Quality Water Agreement for this property. The existing Irrigation Quality Water Agreement requires DIVOSTA HOMES, L.P. to design, construct, own, operate, and maintain facilities necessary to receive IQ Water; however, these facilities have not yet been built.

Furthermore, the Town of Jupiter’s development order approving Sonoma Isles is definitive in providing water quality protections for the Northwest Fork of the Loxahatchee River. The Town of Jupiter imposed a clear requirement to transition irrigation with IQ Water to irrigation with potable water if phosphorus concentrations are exceeded in stormwater being discharged from Sonoma Isles to the Northwest Fork of the Loxahatchee River. DIVOSTA HOMES, L.P. has conducted water quality sampling and found ambient phosphorus concentrations exceeding the phosphorus limit. Therefore, DIVOSTA HOMES, L.P. has requested to terminate the existing Irrigation Quality Water Agreement for Sonoma Isles so they can pursue Town of Jupiter potable water to meet their irrigation needs.

I support the notion that LRD’s IQ Water should not be used to meet landscape irrigation needs at Sonoma Isles because water quality limits have been exceeded in stormwater discharged from Sonoma Isles. But, the Town of Jupiter and the Loxahatchee River District expended meaningful capital and accepted long-term costs and impacts to operational flexibility when working to make IQ Water available to Sonoma Isles. Among these costs is a requirement in the Nano Agreement that stipulates “The District shall provide compensation for such usage to the Town in the amount of \$0.24 per 1,000 gallons....” The LRD views the \$0.24 per 1,000 gallons paid to the Town as a pass through from the customer to the Town via LRD.

Presently, LRD is contractually obligated to provide 980,000 gallons per day of IQ Water to Sonoma Isles. The Town of Jupiter’s pass-through rate for nano filtration concentrate is \$0.2846 (the Town has authority



to adjust this rate from time to time). Because this cost is directly attributable to LRD working in good faith to meet the needs of the developer, it is my opinion that this cost should continue to be borne by DIVOSTA HOMES, L.P. throughout the duration of the existing agreement (i.e., through June 19, 2026).

Consequently, Mr. Shenkman has worked with Mr. Brian Seymour (attorney for DIVOSTA HOMES, L.P.) to draft the attached Amendment #2 to the Irrigation Quality Water Agreement for Sonoma Isles. This amendment achieves the following:

1. There is no more provision of IQ Water to Sonoma Isles.
2. DIVOSTA HOMES, L.P. is required to only pay the pass-through costs for up to 980,000 gallons per day of the Town of Jupiter's nano filtration concentrate as documented on monthly water bills from the Town of Jupiter.
3. DIVOSTA HOMES, L.P. is relieved of the requirement to design, construct, own, operate, and maintain facilities necessary to receive IQ Water.
4. The term of the agreement expires on June 19, 2026.

This is a quite unique situation. Given our role as protectors of the Loxahatchee River, I believe it is correct and appropriate to revise this agreement to stop provision of IQ Water to Sonoma Isles. Given our commitment to our rate payers, I believe it is correct and appropriate to revise this agreement so DIVOSTA HOMES, L.P. continues to pay the pass-through costs for the Town of Jupiter's nano filtration concentrate.

I look forward to answering any questions you may have.

I offer the following motion for your consideration:

**“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute Amendment #2 to the Irrigation Quality Water Agreement Sonoma Isles.”**

Prepared by:  
Curtis Shenkman, Esq.  
4400 PGA Blvd, Ste 301  
Palm Beach Gardens, FL 33410

Amendment #2 to IRRIGATION QUALITY WATER AGREEMENT  
SONOMA ISLES

This Amendment #2 dated August \_\_, 2020 is to the Irrigation Quality Water Agreement dated June 6, 2006, recorded June 28, 2006, in Official Records Book 20538, Page 0164, as Assigned to DIVOSTA HOMES, L.P. by Assignment recorded January 30, 2015 in Official Records Book 27311, pages 0305-0313, as amended by Amendment #1 dated June 17, 2016, recorded June 20, 2016 in Official Records Book 28376, Page 1666, of the Public Records of Palm Beach County, Florida, including amendments thereto, herein referred to collectively as the "Agreement". The Agreement is now between DIVOSTA HOMES, L.P., a Delaware limited partnership, by Divosta Homes Holdings, LLC, a Delaware limited liability company, its General Partner, authorized to do business in the State of Florida, its successors and assigns, herein referred to as "Divosta" and the LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, a special district of the State of Florida, referred to as the "District".

Whereas based on discussion between Divosta and District staff, Divosta has requested the District cease providing Irrigation Quality Water Availability to the "Property" described in Exhibit "A" attached hereto and made a part hereof. The District has considered doing so only if there is no impact on the District and the Town of Jupiter and if Divosta pays the pass through rates, fees and charges the Town of Jupiter ("Jupiter") charges the District for up to 980,000 gallons per day of Nano concentrate water under the Interlocal Agreement Between The Town of Jupiter and The Loxahatchee River District For The Establishment of Enhanced Intergovernmental Coordination With Respect to Regional Water Supply to the Public's Benefit dated June 20, 2006 , as amended by First Amendment dated April 19, 2012.

Whereas this Amendment will result in no financial impact on the Town of Jupiter.

In Consideration of the covenants and agreements herein set forth, the receipt and sufficiency of such consideration being hereby acknowledged as adequate, the parties agree as follows. All paragraph number references are to the original Irrigation Quality Water Agreement dated June 6, 2006:

1. Paragraph 1 is deleted and replaced as follows: 1. There shall be no more provision of Irrigation Quality Water Availability nor is there any provision of Irrigation Quality Water for the future.

2. Paragraph 2 remains.
3. Paragraph 3 remains.
4. Paragraph 4 is deleted and replaced as follows: 4. The Town of Jupiter and the District have made substantial costs and investments in order to make IQ Water Available to the Property. To offset its fair share of these investments, Divosta has paid and shall continue to pay through the term of this Agreement the pass through rate, as charged by Jupiter, for up to 980,000 gallons per day of Nano Concentrate, as adjusted annually by Jupiter and as shown on bills to the District from Jupiter (Account #143188, Customer #0001343; see current activity Nano Concentrate).
5. Paragraph 5 is deleted and replaced with 5. Intentionally left blank.
6. Paragraph 6 is deleted and replaced with 6. Intentionally left blank.
7. Paragraph 7 is deleted and replaced with 7. Intentionally left blank.
8. Paragraph 8 is deleted and replaced with 8. Term. The term of the Agreement expires on June 19, 2026.
9. Paragraphs 9 through 13 remain.

[remainder of page intentionally blank]

In witness whereof, the parties hereto have set their hands and seals this August \_\_, 2020.

Witnesses: Loxahatchee River Environmental Control District

\_\_\_\_\_  
Print name: \_\_\_\_\_ By: \_\_\_\_\_  
D. Albrey Arrington, PhD., Executive Director

\_\_\_\_\_  
Print name: \_\_\_\_\_

State of Florida  
County of Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this August \_\_, 2020, by D. Albrey Arrington, PhD., Executive Director, on behalf of the Loxahatchee River Environmental Control District. He is personally known to me or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
(NOTARY SEAL)  
NOTARY PUBLIC

Witnesses: DIVOSTA HOMES, L.P., a Del. Limited Partnership

\_\_\_\_\_  
Print name: \_\_\_\_\_ By: \_\_\_\_\_  
\_\_\_\_\_ of Divosta Homes Holdings,  
LLC, a Del limited liability company, its General Partner

\_\_\_\_\_  
Print name: \_\_\_\_\_

State of Florida  
County of Palm Beach

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this August \_\_, 2020, by

\_\_\_\_\_.  
He is personally known to me or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
(NOTARY SEAL)  
NOTARY PUBLIC

# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458

Telephone (561) 747-5700 • Fax (561) 747-9929 • [www.loxahatcheeriver.org](http://www.loxahatcheeriver.org)

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



## MEMORANDUM

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

FROM: Bud Howard, Director of Information Services

DATE: August 13, 2020

SUBJECT: FDEP Grant Application for Nano Bubble Ozone Technology (NBOT) Project

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Here we are seeking the Board's support for the District serving as the Local Sponsor and research partner on a Florida Department of Environmental Protection (FDEP) Grant Application for a Nano Bubble Ozone Technology (NBOT) demonstration project to fully evaluate and potentially improve water quality in Jones Creek.

As you know we have been actively engaged in trying to understand and guide improvements to poor water quality - very high fecal indicator bacteria concentrations – in Jones Creek, arguably the most impaired tributary to the Loxahatchee River. Last January, following a newspaper article about Jones Creek water quality issues, I was contacted by Green Water Solutions, LLC., a company that has developed a water treatment system utilizing nano-sized bubbles of ozone. Green Water Solutions has performed successful NBOT treatment demonstration projects in a Lake Okeechobee lock in Port Mayaca and in lakes in Ohio. Green Water Solutions believes their NBOT treatment would be highly effective in improving water quality in Jones Creek. We believe this presents a compelling research project for the District and the basin. We could capitalize on our extensive work so far and help evaluate the effectiveness and longevity of the NBOT treatment in collaboration with Dr. Peter Moeller, a scientist with NOAA that worked with Green Water Solutions to develop the technology.

On July 27, FDEP announced the opening of the 2020-2021 Environmental Grant Project Proposal submittals. Through this grant program "DEP is seeking project proposals that will bolster existing collaborative efforts between governmental agencies and our combined efforts to protect and restore Florida's water resources." This fiscal year DEP has additional Water Protection Funds for "Innovative Technologies". The grant requires a local government sponsor and pre-proposals are due August 28. Green Water Solutions staff approached us with the concept of partnering on a project for Jones Creek and we have been working on developing the attached grant proposal.

The proposal has an emphasis on the environmental study to evaluate the performance of the NBOT treatment. Much of this work would be performed by our staff and through our contract laboratory to collect the wealth of data to support a publication of our findings in a peer-reviewed scientific journal. In the spirit of collaboration, and to potentially improve our scoring in the grant, we propose a District match (contribution) totaling \$33,000 in staff time for field work and sample processing. However, we

Gordon M. Boggie  
Board Member

Dr. Matt H. Rostock  
Board Member

Stephen B. Rockoff  
Chairman

Harvey M. Silverman  
Board Member

James D. Snyder  
Board Member

are seeking grant reimbursement funds totaling \$22,428 for analysis performed by our lab (consumables and some staff time) and by our contract laboratory. Green Water Solutions' work comprises the bulk of the proposed grant funds requested - \$327,572 with their discount. In general, Green Water Solutions will provide all aspects of the NBOT treatment for a commitment of 60-days including 6 NBOT systems, permitting, resident coordination, mobilization, labor, rentals, demobilization, and site cleanup. The treatment requirement would be waived when water quality target is met; Retreatment would be required within 24-hrs of noticed failure to meet water quality target within the 60-days. The Town of Jupiter has committed to be a local participant and assist District staff, as needed, with fieldwork, lab analysis and data review. The total grant funding request is \$350,000.

Because of the scale of this potential project, we are seeking the Board's approval on pursuing this grant opportunity. If we were successful through the grant selection process, we would bring the contract documents before the Board for your consideration.

Therefore, we offer the following motion for your consideration:

**“THAT THE DISTRICT GOVERNING BOARD authorizes staff to seek Florida Department of Environmental Protection Water Protection Grant Funds as the local sponsor and partner with Green Water Solutions, LLC. according to the attached proposal.”**

# Nano Bubble Ozone Technology (NBOT) Treatment Project in Jones Creek, Jupiter, FL.

August 13, 2020

Loxahatchee River District, Green Water Solutions, LLC, Dr. Peter Moeller, and Town of Jupiter

**Summary.** Jones Creek is a brackish water tributary to the Loxahatchee River, a National Wild & Scenic River, in Jupiter, Florida. Extensive water quality monitoring has demonstrated consistently poor water quality with Fecal Indicator Bacteria (FIB) concentrations (both enterococci and fecal coliform bacteria) routinely 20 to 80 times higher than EPA's water quality standard, and often coincide with elevated turbidities and chlorophyll-a concentrations.

Ozone is a powerful oxidant and has been used for decades in drinking water treatment, whereas nanobubble ozone technology (NBOT) treatment is a newer innovation that provides much higher surface area for gas exchange and much longer bubble lifetime than traditional ozone technology. Trials conducted at Port Mayaca Lock in Florida and in lakes in Ohio have demonstrated substantial reductions in harmful algae and nutrients post-NBOT treatment. This project will explore the effectiveness of ozone nanobubble treatment to improve water quality. This project will use a before-after-treatment effect design along with a paired control site to monitor any changes in water quality that occur over time with NBOT treatment.

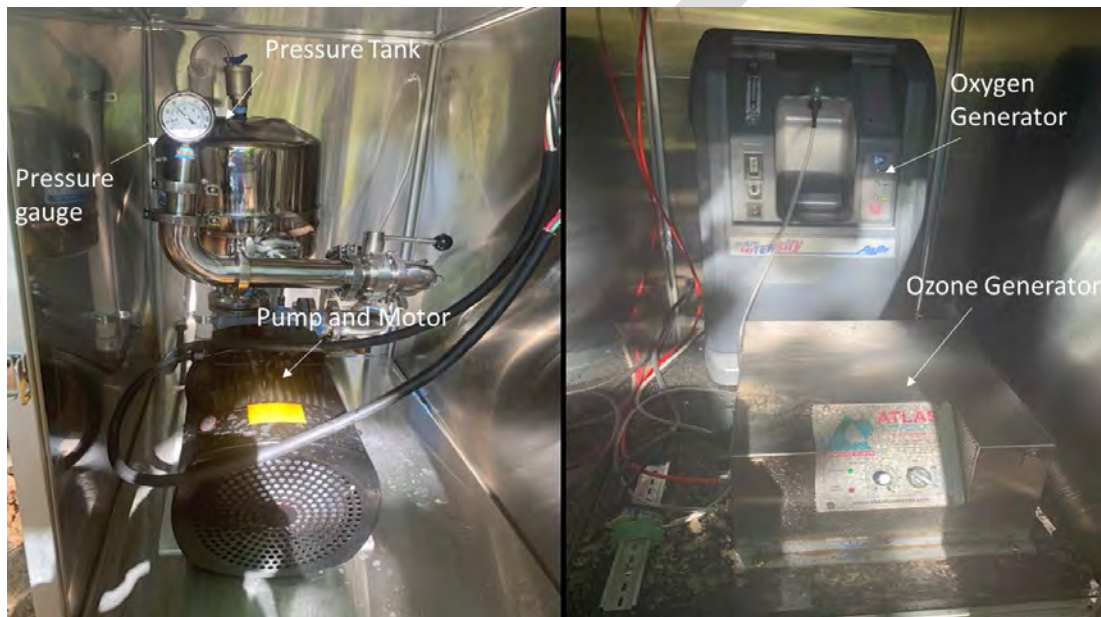
The proposed work addresses local concerns, while testing a proven technology through novel application. The proposed project is: *innovative* – we are not aware of this technology deployed in any similar shallow-water brackish water system; *effective* – several trials have demonstrated excellent water quality improvement with no environmental harm; *scalable* – NBOT is readily scalable by adding additional ozone generator systems; *ready* – all partners are ready to begin the project; and the project is located within FDEP's Loxahatchee River 4e Pollution Reduction Plan area (February 2020).

**Background Information.** The Loxahatchee River District (LRD), an independent special district of the State of Florida, has been working with multiple agencies, including the Florida Department of Environmental Protection (FDEP) and the Town of Jupiter (TOJ), to understand the sources of poor water quality within the basin in an effort to guide water quality improvement projects. Available data suggest ongoing poor water quality is likely primarily affected by poor flushing and excessive amounts of detritus (see <https://loxahatcheeriver.org/jonescreek/>).

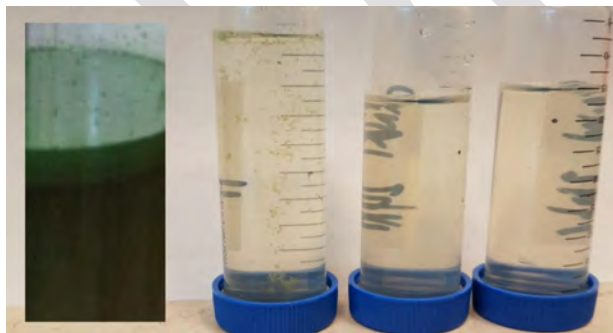
**Local Concern.** In Jones Creek, and the adjacent Sims Creek, enterococci concentrations are often far above (20 to 80x) the Environmental Protection Agency's (EPA's) recommended Beach Action Value (BAV) of 71 MPN/100mL for recreational waters. This is a concern because these tidal mangrove creeks are utilized by the public for recreation (e.g., boating, kayaking, paddle boarding and fishing). The area is served by LRD's centralized sewer (i.e., no septic systems).



**Innovative Technology.** Green Water Solutions, LLC. is a provider of a water quality improvement treatment process utilizing Nano Bubble Ozone Technology (NBOT). Ozone is a powerful oxidant and has been used for decades in drinking water treatment, whereas nanobubble treatment is a newer innovation that provides much higher surface area for gas exchange and much longer bubble lifetime than traditional ozone technology. A benefit of the combined approach is the potential for ozone to persist for longer periods of time in the water column, more slowly diffuse, increase the production of hydroxyl radicals, and provide increased reaction times with potential contaminants. A trial conducted at Port Mayaca Lock in Florida and lakes in Ohio using this approach demonstrated substantial reductions in Microcystis, microcystins, and nutrients post treatment (photos below).



*Example ozone nanobubble system (Green Water Solutions, NanoClear Technology, patent pending).*



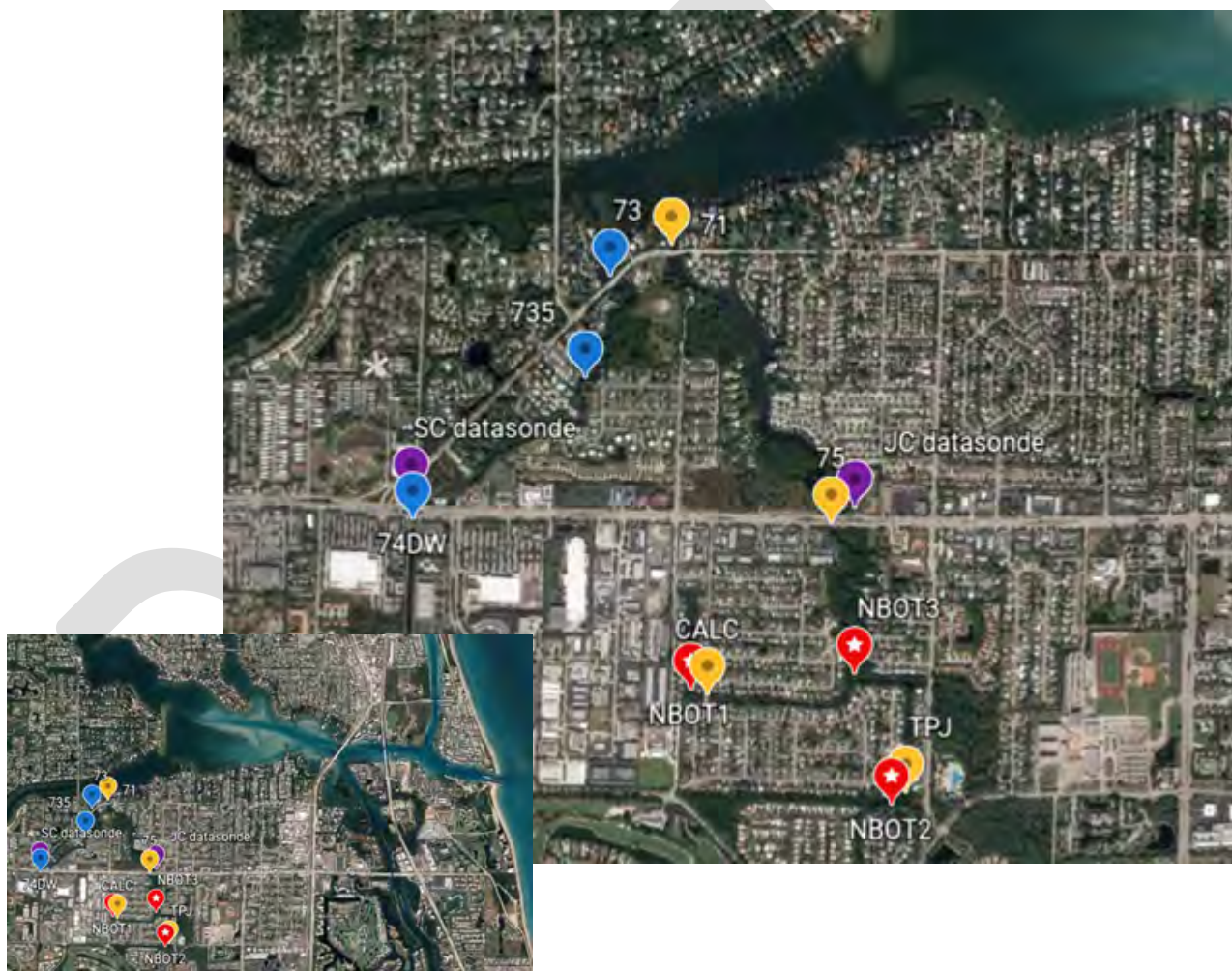
*Pictures from lab trial showing pre-treatment, 12 hrs, 24 hrs and 36 hrs (left to right). (Dr. Peter Moeller)*



*Port Mayaca trial showing pre-treatment (left) and 14 hours post-treatment (right). (Green Water Solutions)*



**Proposed Project.** Although these trials have proven successful, it is unclear how changing environmental conditions (brackish, tidal) will impact treatment potential and how NBOT treatment will directly impact water chemistry, nutrient cycling, bacterial populations, and algal biomass in such shallow tidal systems. Here, we propose to monitor water quality parameters before, during and after NBOT treatment to monitor the immediate and long-lasting (up to 3 months) effects of treatment. The objective of this comprehensive monitoring effort is to have a robust dataset to support the publication of the findings in a peer-reviewed scientific journal. This work would be carried out under a partnership between Green Water Solutions, Dr. Peter Moeller, Loxahatchee River District staff, Town of Jupiter, and contractors.



**Figure 1.** Map of Jones and Sims Creek monitoring sites, Jupiter, Florida. Loxahatchee River District (LRD) sample locations in Sims Creek in blue (74DW, 735 and 73) and Jones Creek in yellow (CALC, TPJ, 75 and 71). Red stars depict proposed NBOT deployment locations, purple points show continuous datasonde locations; site coordinates provided in Table 1.

## Partners and Roles:

**Green Water Solutions, LLC.** (<https://greenwatersolutions.org/>) Chas Antinone ([cantinonejr@gmail.com](mailto:cantinonejr@gmail.com)), President, Green Water Solutions, LLC. Green Water is responsible for all aspects of the NBOT treatment including 6 NBOT machines, labor, generators, fuel, lodging, transportation, rentals, vehicles, site prep, cleanup, permitting, coordination with and permission from residents, development and implementation of the safety plan, sampling and testing of water and soil samples not performed by LRD, and any other associated project costs. Green Water will obtain any necessary regulatory authorization, including the anticipated authorization required from the Florida Department of Environmental Protection (FDEP) and US Army Corps of Engineers (USACE).

**Peter Moeller, Ph.D.** ([peter.moeller@NOAA.gov](mailto:peter.moeller@NOAA.gov)), Harmful Algal Bloom Monitoring and Reference Branch, Stressor Detection and Impacts Division, National Ocean Service/NOAA, Hollings Marine Laboratory. Dr. Moeller's expertise is in organic and natural products chemistry. For the last seven years he has been working on the development of nano bubble ozone technology (NBOT) as an efficient, green mitigation/remediation technology for treating harmful algal blooms and associated microbial consortia (algae, fungi, bacteria, viruses) as well the toxins associated with them. After evaluating multiple NBOT platforms, Dr. Moeller has focused his applied research on technology from Green Water Solutions, LLC. Dr. Moeller is providing technical guidance in support of this project and will co-author the reporting of the findings.

**Loxahatchee River District (LRD).** Rachel Harris, Ph.D. ([Rachel.Harris@lrecd.org](mailto:Rachel.Harris@lrecd.org)) Senior Scientist; Susan Noel ([Susan.Noel@lrecd.org](mailto:Susan.Noel@lrecd.org)), Laboratory Manager; Bud Howard ([Bud.Howard@lrecd.org](mailto:Bud.Howard@lrecd.org)), Director of Information Services. LRD will lead the environmental monitoring effort of sample collection before, during and after the NBOT treatment, including all surface water and sediment sample collection, and lead the analysis and reporting/manuscript development. As a TNI-NELAP certified laboratory, LRD will collect and analyze surface water grab samples for FIB in water and sediments, chlorophyll, color, and turbidity in water, as well as collect near-continuous, *in-situ* surface water measures using datasonde instrumentation. Additional surface water and sediment samples will be shipped to LRD's contract laboratory (presently Pace Analytical) for analysis of nutrients, Total Organic Carbon (TOC), metals, and bromate. LRD will serve as the local sponsor of the project and manage the contract administration.

**Town of Jupiter (TOJ).** Rebecca Wilder ([RebeccaW@jupiter.fl.us](mailto:RebeccaW@jupiter.fl.us)) Senior Engineer; Sara Ouly ([SaraO@jupiter.fl.us](mailto:SaraO@jupiter.fl.us)) Assistant Facilities Manager. TOJ is the local municipality that provides water and stormwater services to the study areas and will serve as a local participant to assist LRD staff with water and sediment field sampling, laboratory analysis and data review.

**University Partners.** Depending on the analytical needs following instrument comparison work during Dr. Peter Moeller's current evaluation of ozone analysis (summer of 2020), additional university participation may be utilized for ozone concentration analysis.



**Project Design & Monitoring Plan.** The NBOT water quality improvement project is proposed for Jones Creek. Just west of Jones Creek is Sims Creek, which is a similar brackish, mangrove lined, tidal creek that also experiences similar water quality issues (e.g., FIB concentrations and elevated nutrient concentrations). Because NBOTs will be deployed in Jones Creek, Sims Creek will be used as a reference site for non-NBOT application comparisons.

Green Water Solutions, LLC will provide a 60-day commitment of 6 NBOT systems for 60 days as part of the overall test treatment project. NBOT Treatment will occur when enterococci bacteria concentrations exceed 500 MPN/L, and equipment will be available for retreatment within 24-hours when bacteria concentrations are below 500 MPN/L.

Each unit will have two diffuser heads at each station. Each NBOT location indicated on the map in Figure 1 will have 2 NBOT units. These units will be moved as needed based on test results over the 60-day period. If required, the units can be deployed as stand-alone units in 6 different locations based on test results.

Based on the performance on previous projects, Green Water plans to deploy 2 NBOT systems at 3 locations in Jones Creek for an estimated 5-day initial treatment, with more treatment(s) performed as deemed necessary based on enteric bacteria concentrations.

The proposed deployment locations in Jones Creek in the vicinity of LRD's historical water quality monitoring stations CALC, TPJ, and a 3<sup>rd</sup> system between the two stations (Figure 1).

We propose a sampling design to capitalize on extensive historical water quality data collected under LRD's RiverKeeper monitoring program at the following sites:

- 3 treatment sampling sites in Jones Creek: CALC, TPJ and 75
- 1 downstream treatment sampling sites in Jones Creek: 71
- 2 reference site sampling sites in Sims Creek: 74DW and 735 and
- 1 reference treatment sampling sites in Sims Creek: 73

**Table 1.** Sample treatments and locations; Jones Creek study area and Sims Creek reference area. For n= 7 samples per sampling event.

Location	Treatment	Site Name	Site ID	Latitude	Longitude
Sims Creek	Downstream Reference	73	73	26.937934	-80.1201
	Reference area	735	735	26.937934	-80.120974
		74 Downstream	74DW	26.933933	-80.126321
Jones Creek	Downstream Treatment	Center St Bridge	71	26.941608	-80.11819
	NBOT Treatment area	Indiantown Rd Bridge	75	26.933685	-80.113127
		Caloosahatchee Culvert	CALC	26.929011	-80.117231
		Jones Creek	TPJ	26.926428	-80.110738

**Table 2. Summary table of analytes and sample counts.**

Group	Analyte	Matrix	Method	Sample Counts				Lab/Team
				Before	Treatment Week 1	Retreatment & After	Total	
Fecal Indicator Bacteria	Enterococci	Water	TNI certification	7 (7 sites sampled 1 time)	21 (7 sites sampled 3 times; day 1, 2 and 5)	84 (7 sites sampled weekly for 3 months post-NBOT)	112	LRD
	Enterococci	Sediment	Research	7 (7 sites sampled 1 time)	14 (7 sites sampled 2 times; day 1 and 5)	7 (7 sites sampled 1 time; 3 months post-NBOT)	28	LRD & Contract Lab
Wet Chemistry	Bromate	Water	TNI certification	7 (7 sites sampled 1 time)	21 (7 sites sampled 3 times; day 1, 2 and 5)	14 (7 sites sampled 2 times; 1 month & 3 months post-NBOT)	42	LRD & Contract Lab
	Bromate	Sediment	TNI certification	7 (7 sites sampled 1 time)	14 (7 sites sampled 2 times; day 1 and 5)	7 (7 sites sampled 1 time; 3 months post-NBOT)	28	LRD & Contract Lab
	Nutrients – Appendix A	Water	TNI certification	7 (7 sites sampled 1 time)	21 (7 sites sampled 3 times; day 1, 2 and 5)	14 (7 sites sampled 2 times; 1 month & 3 months post-NBOT)	42	LRD & Contract Lab
	Nutrients – Appendix A	Sediments	TNI certification	7 (7 sites sampled 1 time)	14 (7 sites sampled 2 times; day 1 and 5)	7 (7 sites sample 1 time; 3 months post-NBOT)	28	LRD & Contract Lab
	Metals – Appendix A	Water	TNI certification	7 (7 sites sampled 1 time)	14 (7 sites sampled 2 times; day 1 and 5)	7 (7 sites sampled 1 time; 3 months post-NBOT)	28	LRD & Contract Lab
	Metals – Appendix A	Sediment	TNI certification	7 (7 sites sampled 1 time)	14 (7 sites sampled 2 times; day 1 and 5)	7 (7 sites sampled 1 time; 3 months post-NBOT)	28	LRD & Contract Lab
Field Readings	Ozone	Water	Ozone indicator strips	7 (7 sites sampled 1 time)	21 (7 sites sampled 3 times; day 1, 2 and 5)	14 (7 sites sampled 2 times; 1 month & 3 months post-NBOT)	42	LRD & Green Water
Field Readings	Appendix B	Water	Ozone meter	In-situ during sample collection				LRD & Green Water
Field Readings	Appendix B	Water	Datasonde	In-situ during sample collection				LRD & Green Water
Continuous Field Readings	Appendix B	Water	Datasonde	Near continuous – 15 minute interval; one central location in Jones and Sims Creeks				LRD

**Sample collection and analysis.** For each sample collection and site, we propose analysis of the parameters shown in Table 2 (previous page). LRD staff will collect surface water at a depth of 0.3 m and sediment samples as a composite grab of the upper 2 cm of sediment. All surface water field sample collection methods follow FDEP collection methods (DEP-SOP-001/01-FS 2100). Sediment samples will follow a similar protocol using a 2.5 cm diameter syringe ‘push’ core following FDEP sediment sampling protocol (DEP-SOP-001/01-FS 4000).

Laboratory analysis will be conducted by a National Environmental Laboratory Accreditation Program (TNI-NELAP) approved laboratory (either in-house through LRD or contract lab). LRD’s contract laboratories will provide analysis of metals, Bromate, and nutrients as needed (see Appendix A for the full list).

Field instrumentation will be used for measurement of the parameters listed in Appendix B, including ozone concentrations in the air and water.

**Sampling Frequency.** Surface water and sediment samples will be collected before, during and after NBOT treatment as described below:

- *Before.* LRD will collect one set of water samples and one set of sediment samples 1 week prior to NBOT deployment.
- *During Initial Treatment.* Week 1 Initial Treatment: LRD will sample all sites at days 1, 2 and 5, during NBOT deployment. Sediment samples will be collected on days 1 and 5; metals testing will be conducted on days 1 and 5.
- *Retreatment & After.* Following the initial week-long NBOT treatment, LRD will collect *weekly* bacteria samples for 3 months post treatment, plus a full suite of water quality parameters at all sites at 1 month and 3 months, to evaluate any re-establishment of FIB and nutrients; sediments and metals will be sampled at 3 months post-NBOT deployment. After the project, LRD intends to continue their long-term monitoring of these sites under their ongoing RiverKeeper monitoring program with monthly or quarterly sampling, depending on the sampling site.

**Table 3.** Summary of sample collection before, during and after NBOT treatment by matrix type.

Matrix	Sampling Frequency		
	Before	During Initial Treatment	Retreatment & After
Water – Enterococci Bacteria	1 week prior	Days 1, 2 and 5	Weekly for 3-months
Water – All parameters	1 week prior	Days 1, 2 and 5	1 month & 3 months
Sediments (and all metals)	1 week prior	Day 1 and Day 5	3 months

**Laboratory Testing.** Target laboratory testing includes: microbiology, nutrients, chlorophylls, metals and Bromate (see Appendix A).

**Reporting.** A laboratory chain of custody will be included with samples. All data will be openly shared among partners and made available to the public. See Appendix C and D for examples of LRD's public water quality data portal, including data for Jones Creek and Sims Creek.

### Summary of Tasks.

Task	Details	Responsible Group
Grant Application & Administration	Submission/reporting of proposed work to funding agency.	LRD
NBOT Treatment	Green Water is responsible for all aspects of the NBOT treatment for 60-days including 6 NBOT machines, labor, generators, fuel, lodging, transportation, rentals, vehicles, site prep, cleanup, permitting, coordination with and permission from residents, development and implementation of the safety plan, sampling and testing of water and soil samples not performed by LRD (described here), and any other associated project costs.	Green Water
Environmental Monitoring Study	Includes water and sediment sample collection described here before, during and after treatment, data management and analysis, report and manuscript preparation.	LRD in coordination with Dr. Peter Moeller

### Timeline.

Schedule can be accelerated upon receipt of regulatory authorization/permits.

Task	Month								
	1	2	3	4	5	6	7	8	9
Grant Issued									
Permitting	<i>(estimated time)</i>								
Resident & Deployment Site Coordination									
Pre-Treatment Monitoring									
NBOT Treatment & Monitoring									
Post-Treatment Monitoring									
Data Management & Analysis									
Report Preparation									



## Budget Summary.

Budget Summary					
Task		Green Water	LRD	Total	Grant Request
<b>NBOT Treatment</b>		<b>\$ 360,000</b>		<b>\$ 360,000</b>	<b>\$ 327,572</b>
	<i>Includes: Permitting, Coordination, Mobilization, all Equipment, Labor, Demobilization, etc.</i>				
	<i>Contract cost is computed on a commitment of 6 units x 60 Days x \$1,000/day.</i>				
	<i>* The treatment requirement is waived when water quality target is met; Retreatment required within 24-hrs of noticed failure to meet water quality target.</i>				
<b>Environmental Monitoring/Study</b>			<b>\$ 55,428</b>	<b>\$ 55,428</b>	<b>\$ 22,428</b>
	<i>LRD Lab Analysis &amp; Consumables</i>		<i>\$ 3,570</i>		<i>\$ 3,570</i>
	<i>Contracted Lab Analysis</i>		<i>\$ 18,858</i>		<i>\$ 18,858</i>
	<i>LRD Staff Time - Field work &amp; Sample Processing</i>		<i>\$ 33,000</i>		
<b>Discount/Match</b>		<b>\$ (32,428)</b>	<b>\$ (33,000)</b>	<b>\$ (65,428)</b>	
<b>Grant Request</b>				<b>\$ -</b>	
<b>TOTAL</b>		<b>\$ 327,572</b>	<b>\$ 22,428</b>	<b>\$ 415,428</b>	<b>\$ 350,000</b>

## Deliverables.

1. Green Water will provide all aspects of the NBOT treatment for a commitment of 60-days including 6 NBOT systems, permitting, resident coordination, mobilization, labor, rentals, demobilization, and site cleanup. The treatment requirement is waived when water quality target is met; Retreatment is required upon request within 24-hrs of noticed failure to meet water quality target within the 60-days.
2. All water quality monitoring results obtained through this comprehensive plan will be submitted to FDEP and loaded into FDEP's Watershed Information Network (WIN) as mutually agreed to.
3. A final report summarizing the treatment project and findings from the comprehensive environmental monitoring/study.

## Appendix A.1 List of Analytes with associated cost per sample in WATER

			Sample Count	Sample Cost (\$)		Total Cost (\$)	
Group	Analyte	Method	Total	LRD	Contract Lab	LRD	Contract Lab
Fecal Indicator Bacteria	Enterococci	Enterolert / Quanti-Tray	112	18		2,016	0
Wet Chemistry - Water	Ammonia-N (un-ionized NH3)	DEP SOP 10/3/83	42		8	0	336
	Bromate	300.1	42		35	0	1,470
	Color	SM2120B	42	0		0	0
	Chlorophyll a (corr. & uncorr.)	SM10200H	42	25		1,050	0
	Total Kjeldahl Nitrogen	351.2	42		15	0	630
	Nitrate (as N)	353.2	42		7	0	294
	Nitrite (as N)	353.2	42		7	0	294
	Total Nitrogen	Calculation	42			0	0
	Total Phosphorus (as P)	365.4	42		15	0	630
	Orthophosphate	365.1	42		25	0	1,050
	Total Organic Carbon	SN5310B	42		12	0	504
	Total Suspended Solids (TSS)	SM2540D	42		15	0	630
	Turbidity	180.1	42	0		0	0
Metals - Water	Aluminum	200.7	42		4	0	168
	Antimony	200.8	42		4	0	168
	Arsenic	200.8	42		4	0	168
	Barium	200.7	42		4	0	168
	Beryllium	200.7	42		4	0	168
	Boron	200.7	42		4	0	168
	Cadmium	200.7	42		4	0	168
	Calcium	200.7	42		4	0	168
	Chromium	200.7	42		4	0	168
	Cobalt	200.7	42		4	0	168
	Copper	200.7	42		4	0	168
	Iron	200.7	42		4	0	168
	Lead	200.8	42		4	0	168
	Magnesium	200.7	42		4	0	168
	Manganese	200.7	42		4	0	168
	Molybdenum	200.7	42		4	0	168
	Nickel	200.7	42		4	0	168
	Potassium	200.7	42		4	0	168
	Selenium	200.8	42		4	0	168
	Silicon	200.7	42		4	0	168
	Silver	200.7	42		4	0	168
	Sodium	200.7	42		8	0	336
	Strontium	200.7	42		4	0	168
	Thallium	200.8	42		4	0	168
	Tin	200.7	42		4	0	168
	Titanium	200.7	42		4	0	168
	Vanadium	200.7	42		4	0	168
	Zinc	200.7	42		4	0	168
Field Readings	Ozone	strips	42			TBD	TBD
		Instrumentation	42			TBD	TBD
				Analysis Total	3,066	10,710	

## Appendix A.2 List of Analytes with associated cost per sample in SEDIMENT

			Sample Count	Sample Cost (\$)		Total Cost (\$)	
Group	Analyte	Method	Total	LRD	Contract Lab	LRD	Contract Lab
Fecal Indicator Bacteria	Enterococci	Enterolert / Quanti-Tray	28	18		504	0
Wet Chemistry - Sediment	Total Kjeldahl Nitrogen	351.2	28		15		420
	Nitrate (as N)	353.2	28		7		196
	Nitrite (as N)	353.2	28		7		196
	Total Nitrogen	Calculation	28				0
	Total Phosphorus (as P)	365.4	28		15		420
	Orthophosphate	9056	28		25		700
	Total Organic Carbon	9060 in duplicate	28		60		1680
Metals - Sediments	Aluminum	6010	28		6		168
	Antimony	6010	28		6		168
	Arsenic	6010	28		6		168
	Barium	6010	28		6		168
	Beryllium	6010	28		6		168
	Boron	6010	28		6		168
	Cadmium	6010	28		6		168
	Calcium	6010	28		6		168
	Chromium	6010	28		6		168
	Cobalt	6010	28		6		168
	Copper	6010	28		6		168
	Iron	6010	28		6		168
	Lead	6010	28		6		168
	Magnesium	6010	28		6		168
	Manganese	6010	28		6		168
	Molybdenum	6010	28		6		168
	Nickel	6010	28		6		168
	Potassium	6010	28		6		168
	Selenium	6010	28		6		168
	Silver	6010	28		6		168
	Sodium	6010	28		6		168
	Strontium	6010	28		6		168
	Thallium	6010	28		6		168
	Tin	6010	28		6		168
	Titanium	6010	28		6		168
	Vanadium	6010	28		6		168
	Zinc	6010	28		6		168
				Analysis Total		504	8,148

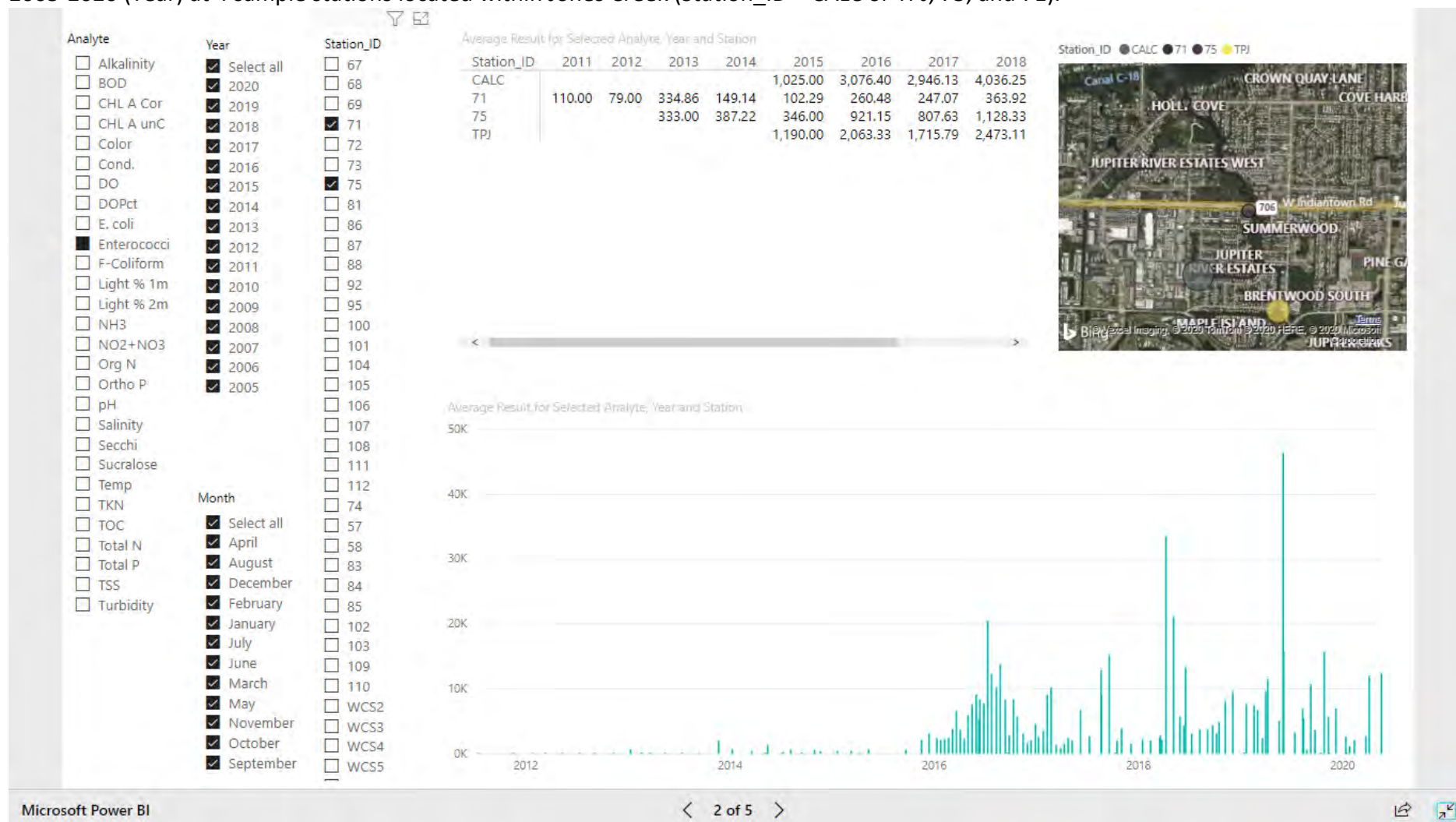
**Appendix B.1. List of Field Reading Parameters from instrumentation.**

Parameter	Instrument	Source
Temperature	Datasonde	LRD
Salinity	Datasonde	LRD
pH	Datasonde	LRD
Dissolved Oxygen (mg/L and Percent Sat)	Datasonde	LRD
Conductivity	Datasonde	LRD
Ozone – atmospheric	UV-106L	Rental/University
Ozone – water column	UV-106W	Rental/University

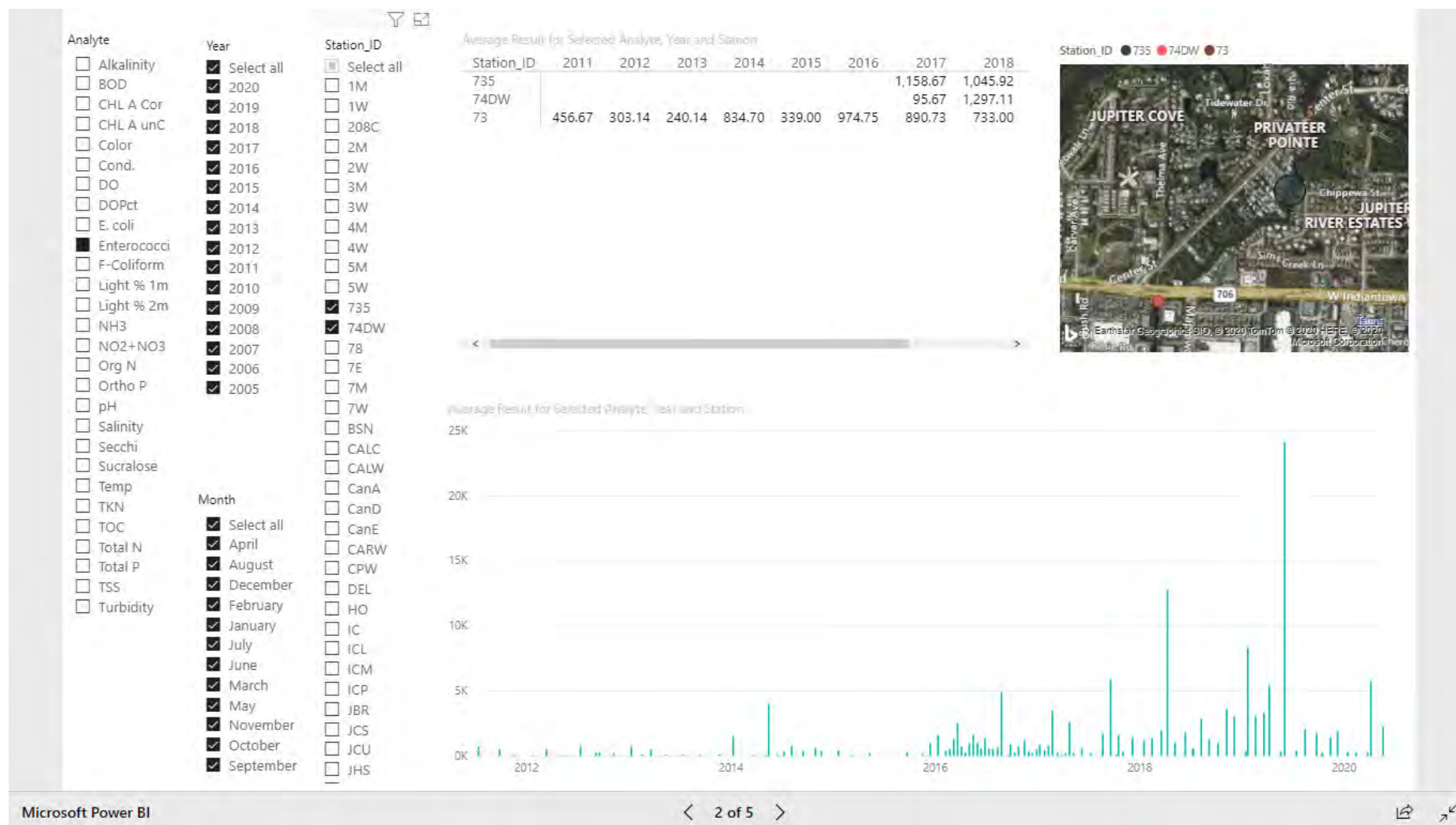
**Appendix B.2. LRD contribution.**

Task	Sampling Events	Staff	Hours	Rate (Including Fringe)	Total
Full Suite Water Sample Collection & Processing	6	4	7	\$ 50.00	\$ 8,400
Weekly Bacteria Sample Collection & Processing	10	4	4	\$ 50.00	\$ 8,000
Sediment Sample Collection & Processing	4	4	7	\$ 50.00	\$ 5,600
Data Management & Analysis			40	\$ 50.00	\$ 2,000
Report & Manuscript Preparation			120	\$ 75.00	\$ 9,000
				Labor Total	\$ 33,000

**Appendix C.1.** Screenshot from <https://loxahatcheeriver.org/river/river-keeper/> showing LRD Enterococci data (LRDAnalyte) collected from 2005-2020 (Year) at 4 sample stations located within Jones Creek (Station\_ID = CALC or TPJ, 75, and 71).



**Appendix C.2.** Screenshot from <https://loxahatcheeriver.org/river/river-keeper/> showing LRD Enterococci data (LRDAnalyte) collected from 2005-2020 (Year) at 4 sample stations located within Sims Creek (Station\_ID = 74DW, 735, and 73).



# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

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



## MEMORANDUM

TO: D. Albrey Arrington, Ph.D.

FROM: Kris Dean, P.E., Director of Engineering Services

DATE: August 13, 2020

SUBJECT: Bureau of Land Management (BLM) Request for Quotation 140L0620Q0067: Jupiter Inlet Lighthouse Outstanding Natural Area (JILONA) Utility Improvements

From the BLM's Statement of Work,

"The JILONA was designated by Congress in 2008 for the protection and enhancement of seven key resources and values present on the site: historic, natural and cultural resources, and scientific, education and interpretation, recreation, and scenic values. Within its designation Congress tasked the BLM with management of the ONA and made the area part of the National Conservation Lands. Congress recognized the area as unique and nationally significant, made more so by the fact that the site is one of only three congressionally designated ONAs in the country and the only complete unit of National Conservation Lands east of the Mississippi.

The ONA is visited by over 100,000 people each year, and is home to BLM administration facilities, recreational infrastructure, partner operations and a range of non-operating structures that have remained behind from previous military and civilian uses of the land. All facilities within the federal lands portions of the ONA currently operate on septic systems."

District staff has been coordinating with BLM on a project to convert the property from septic to sewer for several months. In an effort to move the project forward as quickly and efficiently as possible we are proposing to enter into a contract with BLM for engineering services associated with the design, permitting, bidding and construction oversight of the septic to sewer conversion, installation of a potable water system and undergrounding of overhead utilities. The District will act as prime on the contract and perform bidding and construction oversight and subcontract out design, permitting and archaeological monitoring.

Additionally, subsequent to this approval and completion of design and bidding, staff will return to the Board, in the spring of 2021, with a second Request For Quotation from BLM for construction. This RFQ will be accompanied with a recommendation of award for a construction contract (based on bid



responses received as part of this authorization) to construct the proposed facilities. Contingent on Board approval of both in the spring of 2021 the District will enter into a contract with lowest responsive bidder for construction of the project and a contract with BLM for reimbursement of construction costs.

Staff recommend the following motion:

**“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to respond to BLM Request For Quotation 140L0620Q0067 in the amount of \$175,000.00 and upon award by BLM enter into a contract to perform services detailed in the attached Statement of Work.**

<b>REQUEST FOR QUOTATION</b> (THIS IS NOT AN ORDER)			THIS RFQ <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS SET ASIDE		PAGE 1 OF 12 PAGES
1. REQUEST NO. 140L0620Q0067		2. DATE ISSUED 07/27/2020		3. REQUISITION/PURCHASE REQUEST NO. 0040500841	
				4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG.1	
				RATING	
5a. ISSUED BY BLM OC-NOC CONST A&E SEC (OC664) DENVER FEDERAL CENTER BUILDING 50 PO BOX 25047 DENVER CO 80225				6. DELIVERY BY (Date) 09/30/2021	
				7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)	
				9. DESTINATION	
5b. FOR INFORMATION CALL: (No collect calls)				a. NAME OF CONSIGNEE BLM-ES SOUTHEASTERN STATES DISTR OF	
NAME Jeane Steed		TELEPHONE NUMBER AREA CODE 303 NUMBER 236-1174		b. STREET ADDRESS 273 MARKET STREET	
8. TO:					
a. NAME		b. COMPANY			
c. STREET ADDRESS				c. CITY  FLOWOOD	
d. CITY		e. STATE		f. ZIP CODE MS 39232	
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 08/26/2020 1400 MT		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.			

11. SCHEDULE (Include applicable Federal, State and local taxes)					
ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
00010	<p>Suggested Vendor: LOXAHATCHEE RIVER DISTRICT</p> <p>Header Text: Septic to Sewer Conversion at the Jupiter Inlet Lighthouse Outstanding Natural Area</p> <p>Sole Source to State Agency - Loxahatchee River District (provider of all sewer services to the municipal area)</p> <p>Legacy Doc #: BLM</p> <p>ONA Sewer A&amp;E Services</p> <p>Product/Service Code: C1ND</p> <p>Product/Service Description: ARCHITECT AND ENGINEERING- CONSTRUCTION: SEWAGE AND WASTE FACILITIES</p> <p>Delivery: 09/30/2021</p> <p>Continued ...</p>				

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS	
				NUMBER	PERCENTAGE

NOTE: Additional provisions and representations ☐ are ☐ are not attached

13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
a. NAME OF QUOTER						
b. STREET ADDRESS			16. SIGNER			
c. COUNTY			a. NAME (Type or print)		b. TELEPHONE	
					AREA CODE	
d. CITY	e. STATE	f. ZIP CODE	c. TITLE (Type or print)		NUMBER	

# CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
140L0620Q0067

PAGE 2 OF 12

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00020	<p>Period of Performance: 08/01/2020 to 09/30/2021</p> <p>ONA Sewer A&amp;E Services Product/Service Code: C1ND Product/Service Description: ARCHITECT AND ENGINEERING- CONSTRUCTION: SEWAGE AND WASTE FACILITIES</p> <p>Delivery: 09/30/2021 Period of Performance: 08/01/2020 to 09/30/2021</p>				

# REQUEST FOR PROPOSAL

140L0619Q0067



## **Jupiter Inlet Lighthouse Outstanding Natural Area Utility Improvements Engineering Design**

## STATEMENT OF WORK

### I. INTRODUCTION AND BACKGROUND

The primary goal of this undertaking is to bring the Bureau of Land Management's (BLM) Jupiter Inlet Lighthouse Outstanding Natural Area (JILONA) into compliance with local, county and State regulation regarding the condition and operation of its wastewater management. During the development of this project significant issues associated with the reliability of the water and electrical distribution systems were identified, correction of which is included in this project. The JILONA was designated by Congress in 2008 for the protection and enhancement of seven key resources and values present on the site: historic, natural and cultural resources, and scientific, education and interpretation, recreation, and scenic values. Within its designation Congress tasked the BLM with management of the ONA and made the area part of the National Conservation Lands. Congress recognized the area as unique and nationally significant, made more so by the fact that the site is one of only three congressionally designated ONAs in the country and the only complete unit of National Conservation Lands east of the Mississippi.

The ONA is visited by over 100,000 people each year, and is home to BLM administration facilities, recreational infrastructure, partner operations and a range of non-operating structures that have remained behind from previous military and civilian uses of the land. All facilities within the federal lands portions of the ONA currently operate on septic systems.

### II. SEPTIC AND GRAY WATER SYSTEM ENVIRONMENTAL ISSUES

The JILONA was formerly a Coast Guard Station. The station's Coast Guard housing has been abandoned since 2013. Wastewater from the 11 housing units and the Housing Office was treated by onsite septic systems. The septic systems from all those units except Quarters 1 and Units B, C, and E have not been in use since 2013. Only the Lighthouse Museum (owned by the City of Jupiter leased the Loxahatchee River Historical Society) is connected to the county sanitary sewer system. In addition, kitchen and clothes washer wastewater is discharged to gray water tanks. There are 22 known gray and black-water tanks associated with existing structures.

The active and abandoned septic systems as well as the gray water systems pose a threat to the groundwater which is very high in Florida and to the Loxahatchee River. To protect groundwater and surface water from septic system contamination (e.g., high nitrates and other nutrients that cause algae blooms) the State of Florida requires property owners to connect septic and gray water system to central sewerage systems and that they be pumped out and properly abandoned. The JILONA is in violation of the following State of Florida and Palm Beach County regulations.

- Onsite Systems are Required to Connect to Central Sewerage Systems within 365 Days of Being Notified  
Florida Department of Health regulations require the owner of a properly functioning onsite sewage treatment and disposal system to connect to a publicly owned central sewerage system within 365 days of being notified the connection is available. [Florida Department of Health regulations, chapter 381.00655(1)(a)]. The Coast Guard was notified of the availability of a publicly owned central sewerage system by the Loxahatchee River District (LRD), via a March 5, 2019 letter, but did not act on the notification because they had already ceased operations at the Jupiter Lighthouse and begun the formal turnover of the property to the BLM.

To comply with the state and county regulations, the Bureau of Land Management (BLM) contacted the LRD about designing a new sanitary sewer collection system for the JILONA and connecting to its regional wastewater treatment system. After construction, the sewer system, including all associated infrastructure (e.g., pipes, lift stations, manholes etc.) will be transferred within a Right-of-Way to the LRD for on-going management and maintenance.

- Onsite Septic Tank Abandonment Regulations

Florida Department of Health regulations state:

"A person may not construct, repair, modify, abandon, or operate an onsite sewage treatment and disposal system [OSTDS] without first obtaining a permit approved by the department."

An "onsite sewage treatment and disposal system" is defined by the Florida Department of Health's regulations as:

"Onsite sewage treatment and disposal system" means a system that contains a standard subsurface, filled, or mound drainfield system; an aerobic treatment unit; a graywater system tank; a laundry wastewater system tank; a septic tank . . . "

Florida Administrative Code 64E-6.011 – Abandonment of Septic Systems, Florida Department of Health regulations, chapter 381.0065 Onsite Sewage Treatment and Disposal Systems; regulation, paragraph (2)(c), (e), and (k)

Definitions of "blackwater", "graywater", and "onsite sewage treatment and disposal system", Florida Department of Health regulations, chapter 381.0065 Onsite Sewage Treatment and Disposal Systems; regulation, paragraph (4)

The Palm Beach County's health regulations state:

"An OSTDS [on site treatment and disposal system] shall not be installed, modified, abandoned or repaired until a valid permit has been obtained from the Health Department."

Palm Beach County Article 15 Health Regulations, Chapter A (Environmental Control Rule I), Onsite Sewage Treatment and Disposal Systems, Section 3A – No onsite system shall be abandoned without a permit

Palm Beach County Article 15 Health Regulations, Chapter A (Environmental Control Rule I), Onsite Sewage Treatment and Disposal Systems, Section 3I – Any existing onsite system installed under previous rules and regulations becomes non-

conforming with this Article when it has not been placed in use for a period of one year or more. At that time the system shall be deemed unapproved and its use for such purpose prohibited.

### III. WATER AND ELECTRICAL DISTRIBUTION RELIABILITY ISSUES

The BLM's Compliance Assessment – Safety, Health, and the Environment (CASHE) Program identified significant safety and reliability issues associated with the water and electrical distribution systems. The water system has numerous cross connections with the irrigation system, frequent water line breaks, and a fire hydrant that had not been flowed or exercised for an extended period and therefore has little to no flow through it. A review of the water utility bill showed BLM was paying \$800 a month for the 8-inch connection to the City of Jupiter's water main for fire protection service at JILONA. However, because the fire hydrant does not flow the hydrant is useless for fire protection. The BLM cannot cap the connection the 8-inch water main and discontinue paying the \$800 monthly fee at this time because the irrigation and drinking water systems are interconnected to the fire protection water line. The new water system will allow BLM to terminate the fire protection service and save \$9,600 annually.

The electrical distribution system is overhead and therefore service to the lighthouse is potentially interrupted by hurricanes. The trenching work to construct a sanitary sewer collection system provides an excellent cost-efficient opportunity to also lay water piping and electrical conduit. Placing the electrical distribution system at JILONA significantly improves the reliability of the electrical service and removes overhead wire and poles which degrade the visual beauty of the natural area.

The BLM has extremely limited maintenance capabilities at JILONA and no capabilities to maintain any type of utility system. Engineering support to develop contracts for repair and maintenance of utilities is non-existent. Support must come from other BLM offices. Therefore, replacement of the 50-year-old leaky water distribution system and the overhead electrical lines is necessary to save water and provide reliable electrical service to the lighthouse and the BLM facilities at the JILONA.

A new water distribution system constructed of high density polyethylene pipe that is butt-fusion welded together to eliminate leakage at joints and protect drinking water quality; and an underground the electrical distribution system protected from hurricanes provides JILONA with safe and reliably utility services. Construction of the new water and electrical distribution systems at the same time trenching for the new sanitary sewer

### IV. DESIGN, PERMITTING AND BIDDING

The LRD and its contractor shall provide all the necessary services, materials, equipment, and labor for the design, permit and bid a construction contract to construct the following:

- gravity sanitary sewer with connection to the LRD's central sewer system in the Town of Jupiter's Lighthouse Park;
- new drinking water distribution system;
- new underground electrical distribution system; and
- storm water drainage improvements in front of Quarters 1 and 2 along with the removal of existing asphalt throughout the JILONA and replacement with impervious pavement.

Project to achieve the following performance requirements:

- 1) General System Requirements
  - a. System must provide capacity suitable for the sites staff and visitors.
  - b. Connect the Quarters 1 and Housing Units B, C, and E to the gravity sanitary sewer.
  - c. Sanitary sewer to be designed to extend north and east to address of the housing units for future connection of up-to eight additional structures.
  - d. If needed, locate a lift station and associated infrastructure at the northeastern corner of Lot 21.
  - e. Coordinate the appropriate easement grant from Town of Jupiter for extension of the force main line to the LRD's existing sewer.
  - f. Secure all appropriate permits for construction, including payment of any fees.
- 2) Properly abandon existing septic and gray-water systems of Quarters 1, Quarters 2, Housing Units A through I, and Coast Guard PX.
  - a. All abandonment work to be done in accordance with Florida Administrative Code 64E-6.011 – Abandonment of Septic Systems and Palm Beach County Article 15 Health Regulations, Chapter A (Environmental Control Rule I), Onsite Sewage Treatment and Disposal Systems, Section 3A – No onsite system shall be abandoned without a permit
  - b. Secure all appropriate permits, including payment of any fees, for construction, pumping out septic and gray water tanks, and abandonment work.
  - c. Septic tanks may be abandoned in place after they are pumped out and all other required work related to demolition of the tanks is completed.
  - d. Gray-water tanks to be completely removed from the ground and disposed of properly after they are pumped out.
- 3) Connect Quarters 1 and Housing Units B, C, and E to the new gravity sanitary sewer system. Connections for those

four buildings include

- a. Existing piping that is connected to each unit's septic tank;
  - b. Existing gray-water piping that receives the kitchen sink drain; and
  - c. Existing gray-water piping that receives the discharge from each unit's clothes washing machine wastewater.
- 4) Provide and stub up a temporary connection to the new sanitary sewer system at the abandoned Coast Guard PX for trailers to be utilized by the Loxahatchee Historical Society during the construction of the new bridge that crosses to the Loxahatchee River. The historical society is required to move from their current location during the construction. Coordinate the location for the stubbed-up connection with the BLM.
- 5) Restore and remediate construction area, including:
  - a. Replacement of sod and native plantings as needed
  - b. Removal of asphalt approximately 12,000 square yards of roadway associated with sewer installation construction that runs in front of the housing units (including housing driveways) and the roadway that provides access to back side of the abandoned Coast Guard PX. Replace removed asphalt with permeable surface roadway.
  - c. Removal of existing surface storm water run-off drains, their concrete aprons, and curbing along the edge of the road (Coast Guard Way) in front of Quarters 1 and 2.
  - d. After removal of the asphalt, regrade the area associated with the eastern terminus of Coast Guard Way, approximately 300 feet to provide for infiltration into the ground and sheet flow of storm water runoff into the Loxahatchee River and eliminate the point source discharges that are eroding the shoreline
- 6) Install of a potable water line from Town of Jupiter meter at S. Beach Road to service Quarters 1, and Housing Units B, C, and E and connect to each unit's existing water line.
  - a. Potable water line to be construction of high-density polyethylene pipe butt-fusion welded together to eliminate joints.
- 7) Install tees with valves off the new high-density polyethylene water main for future connection of the existing irrigation systems by the BLM at the following locations:
  - a. In front of Unit B
  - b. In front of Quarters 1
  - c. Coordinate the locations of the valved off tees with the BLM
  - d. Cap and properly abandon per City of Jupiter standards the fire protection service off of the City of Jupiter water main at Beach Road.
  - e. Install underground electrical conduit from the Florida Power and Light service near the Coast Guard PX and provide underground service to the following structures:
    - Lighthouse,
    - Oil Storage Building adjacent to lighthouse (exhibit space),
    - Keeper's Workshop (exhibit space),
    - Radio Beacon Building (electric breaker building),
    - Electrical receptacles located round the deck/ceremony area in front of lighthouse,
    - Quarters 1,
    - Housing Units B, C, D, and E,
    - Electric access gate off Beach Road which gets its power from a separate meter in front of Unit I
    - Housing Office,
    - Pavilion near shoreline, and
    - New sewerage pumping station.
- 8) Re-establish electric power to each structure/facility connecting from its meter to each structure's/facilities' existing service panels keeping this service underground
  - a. Primary and secondary electrical service to each structure to be underground
  - b. Telecom, data, and cable to each structure to be underground
  - c. Route underground electrical conduit and electric service following the new water and sewer utility corridor to the maximum extent possible.
  - d. Maintain existing underground electrical service to the Tindall House near the entrance to lighthouse grounds
  - e. Remove existing overhead electrical service and any other telecom wiring including poles, weatherheads, and other appurtenances throughout the JILONA
- 9) Provide all services necessary to oversee construction of the new sanitary sewer, water distribution, and electrical distribution and associated construction administration following existing Loxahatchee River District standards.
- 10) Upon completion of construction, accept through a right-of-way grant all infrastructure associated with the sanitary sewer system, including lift station, and adopt as part of municipal sewer system managed and maintained by the LRD.

## V. DELIVERABLES

All deliverables will be provided to BLM in both hardcopy and in digital format (Word, Excel, JPG and AutoCAD):



- 1) As appropriate, design and engineering drawings, specifications, contracting documents and other items necessary to facilitate monitoring of contract progression.
- 2) Final design and engineering documents to allow the BLM to complete the appropriate National Environmental Policy Act compliance documents.
- 3) As-built drawings after construction is completed.

## PERIOD OF PERFORMANCE

This design contract's period of performance is from date of award through December 30, 2021.

## PLACE OF PERFORMANCE

Place of performance shall be at the Contractor or subcontractor's facility and Jupiter Lighthouse.

## DELIVERABLES AND PAYMENT SCHEDULE

The following deliverables are to be submitted to the BLM in accordance with the schedule below:

Submittal	Delivery Date	Payment Schedule*
Preliminary sanitary sewer design including survey and soil borings	Following Award	
BLM comments due to LRD	August 24, 2020	30%
90% design sanitary sewer, water distribution, and electrical distribution layouts with details, specifications, and cost estimate	November 9, 2020	
BLM comments due to LRD	November 23, 2020	60%
Final design of all utility improvements, specifications, and cost estimate	December 21, 2020	
BLM comments due to LRD	January 18, 2021	95%
As-built drawings	Within 30 days after completion of construction	100%
End of performance period	March 15, 2022	

\*Payment schedule shows the percent of the total dollar value of the task order award that may be billed upon the BLM's acceptance of the submittal. Other payments in between submittals may be made to reimburse the LRD for work done by contractors doing design work for the LRD for this task order.

## DIAR 1452.201-70 AUTHORITIES AND DELEGATIONS September 2011

- (a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.
- (b) The Contracting Officer will designate a Contracting Officer's Representative at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The Contracting Officer's Representative will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.
- (c) The COR is not authorized to perform, formally or informally, any of the following actions:
  - (1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
  - (2) Waive or agree to modification of the delivery schedule;
  - (3) Make any final decision on any contract matter subject to the Disputes Clause;
  - (4) Terminate, for any reason, the Contractor's right to proceed;
  - (5) Obligate in any way, the payment of money by the Government.
- (d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or

oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

## **ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS – INVOICE PROCESSING PLATFORM (IPP) (April 2013)**

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions - Commercial Items included in commercial item contracts. The IPP website address is: <https://www.ipp.gov>.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice:

1. *Invoice date and Government Contract Number*
2. *Billing period specified with beginning and ending dates. The beginning date must not be later than the completion date or within any previous billing dates.*
3. *The accounting must follow the approved schedule of values as described in the specification attachment.*
4. *Total amount due for the billing period*
5. *Certification of Progress Payment*
6. *Payrolls (Mail weekly)*
7. *Substantiation of Subcontractor Payment*
8. *52.223-9 Certification with final payment request.*
9. *A Release of Claims (See 1452.204-70) with a request for final payment.*

The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) within 3 - 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email [ippgroup@bos.frb.org](mailto:ippgroup@bos.frb.org) or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation.

## **LOCAL INTERNET PAYMENT PLATFORM (IPP) HOTLINE**

To check payment status, contact the Payment Hotline at 877-480-9724 or 303-236-2850. You will need to leave a message with the following information:

1. Company Name
2. Contract Number
3. Invoice Number
4. Invoice Amount
5. A brief description of why you are calling
6. Your contact information

If you do not receive a callback from the Payment Hotline within 72 hours, please contact the Contract Officer with the day and time you contacted the Payment Hotline.

**GOVERNMENT POINTS OF CONTACT**

The Contracting Officers for this requirement are:

Primary: Jeane Steed, Contracting Officer  
[jsteed@blm.gov](mailto:jsteed@blm.gov); 303-236-1174  
 Denver Federal Center, Bldg 50, OC-664  
 Denver, CO 80225-0047

Contracting Officers Representative (COR): Peter De Witt, Program Manager (JILONA)  
[pdewitt@blm.gov](mailto:pdewitt@blm.gov); (561) 295-5955  
 600 State Road 707, Jupiter, FL 33469

**FEDERAL HOLIDAYS**

In addition to federal holidays designated by executive order, the following Federal legal holidays are observed:

New Year's Day  
 Martin Luther King, Jr. Day  
 President's Day  
 Memorial Day

Independence Day  
 Labor Day  
 Columbus Day  
 Veterans Day

Thanksgiving Day  
 Christmas Day

**CLAUSES INCORPORATED BY REFERENCE**

Clause	Title	Date
52.202-1	Definitions	June 2020
52.203-3	Gratuities	April 1984
52.203-5	Covenant Against Contingent Fees	May 2014
52.203-6	Restrictions on Subcontractor Sales to the Government	June 2020
52.203-7	Anti-Kickback Procedures	June 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	May 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	May 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	June 2020
52.203-13	Contractor Code of Business Ethics and Conduct	June 2020
52.203-14	Display of Hotline Poster(s) For the purposes of this clause, (b)(3) is completed as follows: <a href="https://www.doioig.gov/complaints/complaint-hotline">https://www.doioig.gov/complaints/complaint-hotline</a>	June 2020
52.203-16	Preventing Personal Conflicts of Interest	June 2020
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	June 2020
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	January 2017
52.204-4	Printing/Copying Double-Sided on Recycled Paper	May 2011
52.204-9	Personal Identity Verification of Contractor Personnel	January 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	June 2020
52.204-13	System for Award Management Maintenance	October 2018
52.204-14	Service Contract Reporting Requirements	October 2016
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for	June 2020
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	October 2018
52.209-10	Prohibition Contracting With Inverted Domestic Corporations	November 2015
52.215-2	Audit and Records-Negotiation	June 2020
52.215-8	Order of Precedence--Uniform Contract Format	October 1997

52.215-15	Pension Adjustments and Asset Reversions	October 2010
52.215-17	Waiver of Facilities Capital Cost of Money	October 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	July 2005
52.216-7	Allowable Cost and Payment	August 2018
52.222-3	Convict Labor	June 2003
52.222-21	Prohibition of Segregated Facilities	April 2015
52.222-26	Equal Opportunity	September 2016
52.222-35	Equal Opportunity for Veterans	June 2020
52.222-36	Employment Opportunity for Workers with Disabilities	June 2020
52.222-37	Employment Reports on Veterans	June 2020
52.222-50	Combating Trafficking in Persons	January 2019
52.222-54	Employment Eligibility Verification	October 2015
52.223-6	Drug Free Workplace	May 2001
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	June 2020
52.227-1	Authorization and Consent	June 2020
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	June 2020
52.227-3	Patent Indemnity	April 1984
52.227-17	Rights in Data – Special Works	December 2007
52.228-5	Insurance – Work on a Government Installation	January 1997
52.229-3	Federal, State And Local Taxes	February 2013
52.232-10	Payments Under Fixed-Price Architect-Engineer Contracts	April 2010
52.232-11	Extras	April 1984
52.232-17	Interest	May 2014
52.232-23	Assignment Of Claims	May 2014
52.232-26	Prompt Payment for Fixed-Price Architect-Engineer Contracts	January 2017
52.232-33	Payment by Electronic Funds Transfer-System for Award Management	October 2018
52.232-39	Unenforceability of Unauthorized Obligations	June 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	December 2013
52.233-1 Alt I	Disputes	May 2014 December 1991
52.233-3	Protest After Award	August 1996
52.233-4	Applicable Law for Breach of Contract Claim	October 2004
52.236-22	Design within Funding Limitations	April 1984
52.236-23	Responsibility of the Architect-Engineer Contractor	April 1984
52.236-24	Work Oversight in Architect-Engineer Contracts	April 1984
52.236-25	Requirements for Registration of Designers	June 2003
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	April 1984
52.242-2	Production Progress Reports	April 1991
52.242-13	Bankruptcy	July 1995
52.242-14	Suspension of Work	April 1984
52.243-1 Alt III	Changes--Fixed Price	August 1987 April 1984
52.244-4	Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)	August 1998
52.244-5	Competition in Subcontracting	December 1996
52.244-6	Subcontracts for Commercial Items	June 2020
52.245-1, Alt I	Government Property	January 2017 April 2012
52.245-9	Use and Charges	April 2012
52.246-4	Inspection of Services Fixed-Price	August 1996

52.246-25	Limitation of Liability (Services)	February 1997
52.248-2	Value Engineering--Architect-Engineer	March 1990
52.249-7	Termination (Fixed-Price Architect-Engineer)	April 1984
52.253-1	Computer Generated Forms	January 1991
DIAR 1452.203-70	Restrictions on Endorsements	July 1996
DIAR 1452.204-70	Release of Claims	July 1996
DIAR 1452.215-70	Examination of Records by the Department of the Interior	April 1984
DIAR 1452.237-70	Information Collection	July 1996

## **52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPEMENT (Aug 2019)**

(a) Definitions. As used in this clause—

“Covered foreign country” means The People’s Republic of China.

“Covered telecommunications equipment or services” means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

“Critical technology” means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

“Substantial or essential component” means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation 4.2104.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement. (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

## **52.252-2 CLAUSES INCORPORATED BY REFERENCE February 1998**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://www.acquisition.gov/far/index.html>

## **DIAR 1452.228-70 LIABILITY OF INSURANCE – DEPARTMENT OF THE INTERIOR July 1996**

(a) The Contractor shall procure and maintain during the term of this contract and any extension thereof liability insurance in form satisfactory to the Contracting Officer by an insurance company which is acceptable to the Contracting Officer. The named insured parties under the policy shall be the Contractor and the United States of America. The amounts of the insurance shall be not less than as follows:

Worker's Compensation and Employee's Liability	\$100,000.00
General Liability:	\$500,000.00
Automobile Liability:	
Per Person	\$200,000.00
Per Occurrence	\$500,000.00
Property Damage	\$20,000.00

(b) Each policy shall have a certificate evidencing the insurance coverage. The insurance company shall provide an endorsement to notify the Contracting Officer 30 days prior to the effective date of cancellation or termination of the policy or certificate; or modification of the policy or certificate which may adversely affect the interest of the Government in such insurance. The certificate shall identify the contract number, the name and address of the Contracting Officer, as well as the insured, the policy number and a brief description of contract services to be performed. The Contractor shall furnish the Contracting Officer with a copy of an acceptable insurance certificate prior to beginning the work.



# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

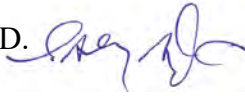
2500 Jupiter Park Drive, Jupiter, Florida 33458-8964

Telephone (561) 747-5700 • Fax (561) 747-9929 • [www.loxahatcheeriver.org](http://www.loxahatcheeriver.org)



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

## MEMORANDUM

TO: GOVERNING BOARD  
FROM: D. ALBREY ARRINGTON, Ph.D.   
DATE: AUGUST 13, 2020  
SUBJECT: FISCAL YEAR 2020-2021 – BUDGET ASSUMPTIONS

Our budget season is upon us. Over the next three months, we will work through our budgeting process to develop, review, and approve our Fiscal Year 2021 budget, which goes into effect on October 1, 2020. We are proceeding with the following schedule:

- August: Provide and review draft budget by each account number
- September: Provide and review Final Draft Budget and approve Final Budget.

From a comprehensive perspective, the Draft Budget includes the following:

FY2020 (\$)	FY2021 (\$)	Change	Budget Category
\$ 6,162,197	\$ 6,350,950	3.1%	Admin., Legal, Accounting, Information Services, and Engineering
\$ 9,581,824	\$ 9,893,950	3.3%	System Operation and Maintenance
\$ 15,744,021	\$ 16,244,900	3.2%	Operating Expense Sub-Total
\$ 13,579,107	\$ 10,972,500	(-19.2%)	Capital Improvements
\$ 29,323,128	\$ 27,217,400	(-7.2%)	Grand Total

The draft budget includes a 3.2% increase of operating expenses, a 19.2% decrease of capital improvements, and a total budgeted decrease of 7.2%. Staff are still working on the budget and we expect a little fine-tuning remains over the next month, but this draft budget presents our best expectations for the coming fiscal year. For context, the proposed operating expense budget represents a cumulative increase of 6.0% over our operating expense budget from 5 years ago (i.e., our FY2017 budget). Below I provide a general discussion of each budget category as outlined in the budget matrix. The budget matrix is provided on the last page of this memo.

**Revenue** – Total revenue, excluding capital contributions and carry forward of surplus from prior years, is expected to increase by 1.0% from \$22,975,686 in FY2020 to \$23,208,000 in FY2021. This increase is constrained by declining interest rates and the resulting decreased interest income projections. Operating revenue is projected to increase by 3.7% due primarily to improved clarity on I.Q. Water revenues, new connections, and anticipated rate increases.

**Salary & Wages** – An increase of \$95,900 (1.6%) is shown in the matrix. This increase is driven by the following factors:

1. Number of Employees: Presently, the District has 82 full-time positions budgeted. This year I propose to add a new 2-person crew to our Collections and Transmission Department. Given our aging infrastructure, increasing attention to asset management and associated documentation it has become apparent that we cannot meet expectations with existing staffing.
2. Proposed Cost of Living Adjustment: The June 2020 consumer price index (CPI-U) was 0.6%; therefore, I have included a 0.6% cost of living adjustment (COLA) for our employees to maintain their purchasing power given the present rate of inflation.



3. Proposed Merit Increase: I recommend the budget include 3.5% to be disbursed to employees exhibiting meritorious performance during their annual performance review.
4. This year we have revised how we budget for retirement expenses. Historically, we have included the employee's 4% under salary and wages, but this year we are moving that cost to the Retirement line (see below). It should be noted that if we were not making this adjustment, then our Salary & Wages line would be up by an additional \$215,331 or a total increase of 4.7%.

**Payroll Tax** – An increase of \$3,000 (1%) is budgeted. As part of our transition to Empower-Retirement, we identified an opportunity to reduce our payroll tax obligation relative to our retirement plan contributions. We implemented this savings on June 1, 2020.

**Retirement** – An increase of \$155,200 (21.1%) is budgeted. This disproportionate increase is driven by a change in how we have budgeted our retirement expenses (see #4 above), but it is not as large as expected because of recent turnover of fully vested employees.

**Employee Health Insurance** – An increase of \$188,000 (14.4%) is budgeted for health insurance. This increase is driven by anticipated increases in health insurance costs, as communicated by the Gehring Group, and by the uncertainty of the types of coverage to be elected by employees as we fill our several open positions.

**Workers' Compensation Insurance** – A **decrease** of **\$12,900 (-12.9%)** is budgeted based on the favorable renewal rate we received this year and the realization that our experience has continued to improve over the last two years.

**General Insurance** – An increase of \$22,788 (6.3%) is budgeted for our Property, General Liability, Automobile Liability and Physical Damage, Workers Compensation, and Fiduciary Liability insurance policies. We are in the second year of a 2-year rate lock, so we will have to go out to the market for renewal this year. Our budget estimates are based on specific input from our insurance agent.

**Supplies & Expenses** – An increase of \$3,485 (0.3%) is budgeted. Once again, I am quite pleased with the efforts of our staff to work efficiently and cost-effectively.

**Utilities** – An increase of \$4,375 (0.3%) is budgeted. This minimal increase is possible because of the rate reduction we received recently.

**Chemicals** – A **decrease** of **\$73,000 (-16.2%)** is budgeted. Kris and Jason have contributed to the chemical cost savings identified last year. We are excited about this anticipated savings.

**Repair & Maintenance** – An increase of \$138,641 (7.6%) is budgeted. This increase is driven by specific work we expect to achieve in our wastewater collection and transmission system, IQ Water distribution system, and our biosolids treatment system. The proposed work is necessary to maintain the integrity of these systems.

**Outside Services** – A **decrease** of **\$24,610 (-1.3%)** is projected.

**Contingency** – Our Operating Expense contingency remains unchanged.

**Capital** – a summary of the draft capital budget is presented below and includes an 19% decrease from FY2020. Last month we projected a 5% increase, but after careful review we have better projected project costs and only are budgeting for costs that are expected to occur in FY2021.

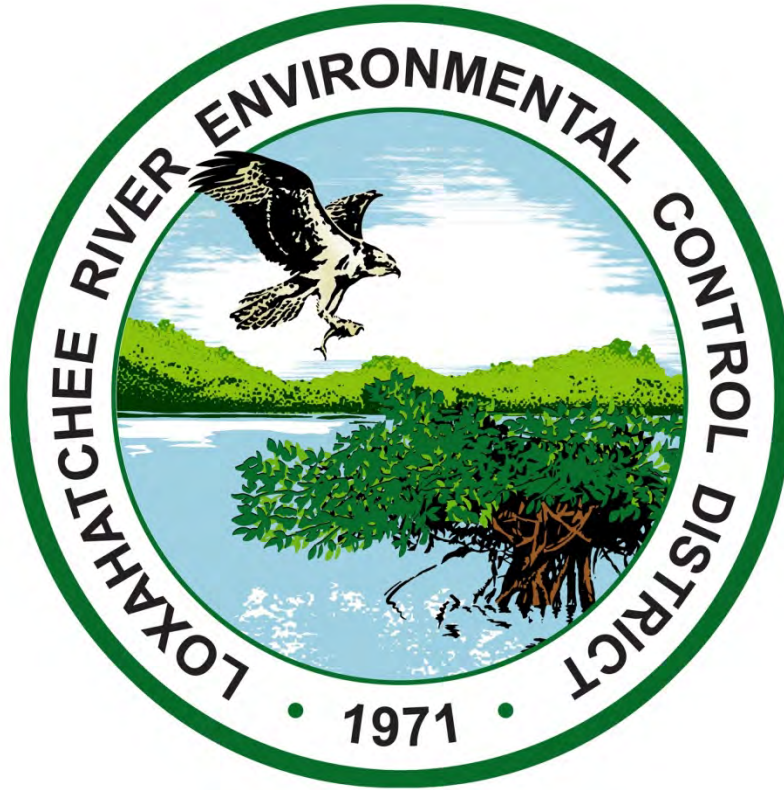
<b>Capital Accounts</b>	<b>FY2020</b>	<b>FY2021</b>	<b>Increase</b>
Contingency	\$ 1,234,464	\$ 997,500	-18%
Land	\$ 10,000	\$ 260,000	2500%
Buildings	\$ 20,000	\$ 140,000	600%
Improvements Other than Buildings (Infrastructure)	\$ 93,000	\$ 300,000	223%
Machinery and Equipment	\$ 1,804,880	\$ 1,355,000	-25%
Vehicles	\$ 252,263	\$ 135,000	-46%
Construction in Progress	\$ 1,040,000	\$ 1,005,000	11%
Construction in Progress – Neighborhood Sewering	\$ 3,270,000	\$ 1,450,000	-56%
Construction in Progress – Lift Stations	\$ 2,354,500	\$ 1,500,000	-36%
Construction in Progress – Gravity System	\$ 1,545,000	\$ 1,375,000	-11%
Construction in Progress – Force Mains	\$ 1,515,000	\$ 1,000,000	-34%
Construction in Progress – LPSS	\$ 40,000	\$ 50,000	25%
Construction in Progress – Permanent Generators	\$ 170,000	\$ 280,000	65%
Construction in Progress – Telemetry	\$ 250,000	\$ 1,125,000	350%
<b>Total</b>	<b>\$ 13,599,107</b>	<b>\$ 10,972,500</b>	<b>-19%</b>

Last month, I presented budgeted capital projects  $\geq$ \$200,000. This month, I have expanded the capital projects list to include budgeted capital projects  $\geq$ \$100,000. I trust this project list will help you visualize the significant amount of work we have planned for the year ahead.

<b>Project description</b>	<b>Budgeted Amount</b>
Site planning and design for our 20 acres	\$ 250,000
Renovation and rehabilitation of two houses at BLM site	\$ 100,000
Replace 2 large, portable generators (>10kw)	\$ 100,000
New travelling bridge crane for master lift station	\$ 125,000
Replace Unit 23 crane truck	\$ 100,000
Master lift station bypass study	\$ 100,000
Neighborhood sewerage for remnant areas (private roads)	\$ 100,000
Neighborhood sewerage for Rolling Hills	\$ 200,000
Neighborhood sewerage for BLM property	\$ 800,000
Neighborhood sewerage for 181 <sup>st</sup> Street	\$300,000
Fall protection retrofit at all lift stations	\$ 500,000
Conversion of lift station #82 to a wet pit station	\$750,000
Rehabilitation of lift stations (general construction services)	\$ 250,000
Rehabilitation of gravity systems	\$ 100,000
Gravity mains renewal or replacement (including lining)	\$ 650,000
Cleaning and TV inspection of gravity systems	\$ 550,000
Rehabilitation of Olympus Drive force main	\$ 450,000
Evaluation and rehabilitation of 24-inch sub-aqueous force main	\$ 475,000
Adding permanent generator at 2 critical lift stations	\$ 200,000
Adding telemetry to 50% of lift stations without telemetry	\$ 1,125,000
Rehabilitation of Clarifier #3	\$ 150,000
Permanent generator at Headworks	\$ 100,000
Replacement of grit classifier system at Headworks	\$ 100,000

<b>Project description (continued)</b>	<b>Budgeted Amount</b>
Ras Pit No. 3 influent piping improvements	\$ 100,000
Biosolids Storage Tank odor control system improvements	\$ 125,000
Injection Well Pump Station emergency generator connection system	\$ 100,000
Evaluation of odor control in our wastewater treatment plant	\$ 100,000
Improving operational flexibility of our IQ System	\$ 550,000

On the following pages, I am pleased to present the complete draft budget for your review. Budgeting is an important process, and we look forward to receiving your input. I am pleased to present this draft budget to you. Staff have invested significant effort into developing this budget, and we are pleased with our progress to date. I look forward to discussing our budgeting efforts with you and answering any questions you may have.



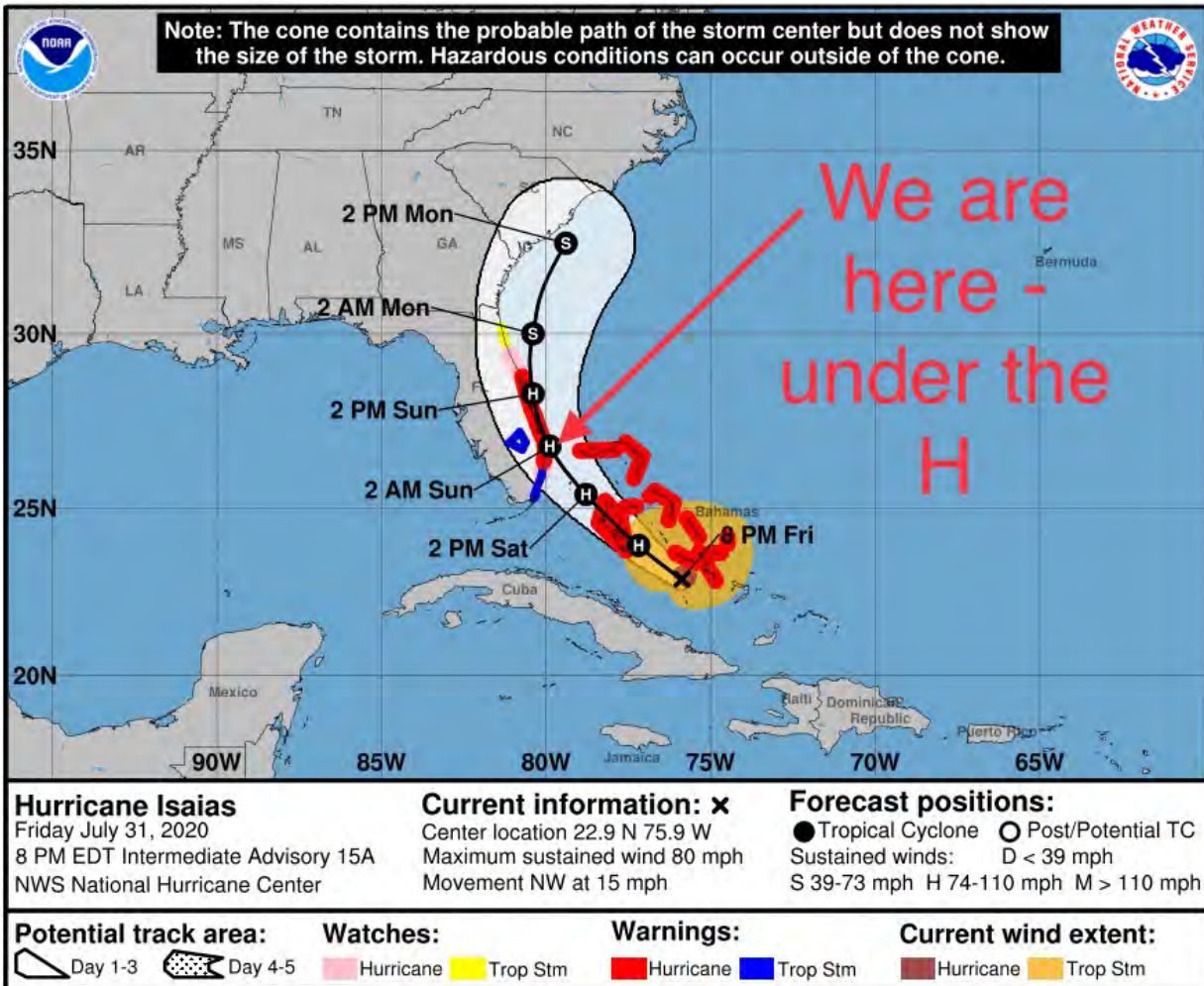
# **Loxahatchee River Environmental Control District**

## **Annual Budget** **For the Fiscal Year Ending September 30, 2021**

## Governing Board

Stephen B. Rockoff  
Gordon M. Boggie  
Harvey M. Silverman  
James D. Snyder  
Dr. Matt H. Rostock

Chairman  
Vice Chairman  
Treasurer  
Secretary  
Asst. Secretary/Treasurer



## Executive Director

D. Albrey Arrington, Ph.D.

## Deputy Executive Director

Kris Dean, P.E.

**DRAFT Resolution No. 2020-XX DRAFT**

WHEREAS, under the provisions of Section 189.016, Florida Statutes, the proposed annual budget for the Loxahatchee River Environmental Control District has been submitted this 17<sup>th</sup> day of September, 2020.

WHEREAS, under the provisions of Section 189.015, Florida Statutes, a public hearing on the proposed budget has been held and notice thereof having been published in one issue of the Palm Beach Post, a newspaper of general circulation in the District, more than five days before such hearing; and

WHEREAS, all necessary changes have been made as to revenue estimates and expenditures.

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the Loxahatchee River Environmental Control District that the budget for fiscal year ending September 30, 2021, a copy of which is hereto attached and made a part of this resolution as fully as if set forth verbatim herein, is hereby approved and adopted:

**REVENUES**

Operating Revenue	\$ 20,493,500
Capital Revenue	2,866,500
Nonoperating Revenue	648,000
Carryforward of Surplus from Prior Years	3,209,400
<b>TOTAL REVENUES</b>	<u><u>\$ 27,217,400</u></u>

**EXPENSES**

Operating Expenses	\$ 16,244,900
Capital Improvements	5,626,500
Renewal and Replacement	5,346,000
<b>TOTAL EXPENSES</b>	<u><u>\$ 27,217,400</u></u>

This Resolution adopted by the Governing Board of the Loxahatchee River Environmental Control District on this 17<sup>th</sup> day of September, 2020.

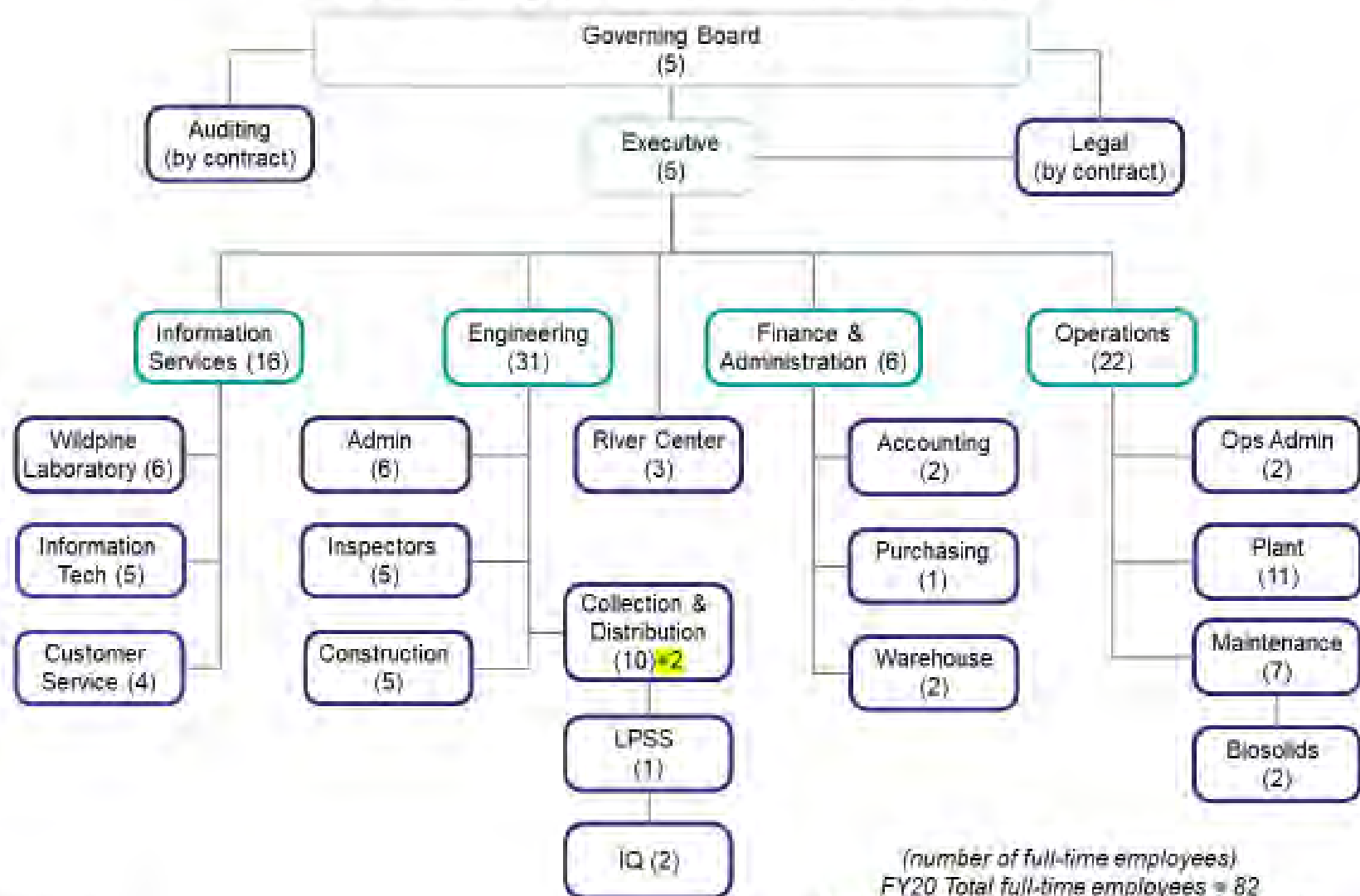
_____ Stephen Rockoff, Chairman	Vote: _____	_____ Gordon Boggie, Vice Chairman	Vote: _____
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_____ Harvey Silverman, Treasurer	Vote: _____	_____ James Snyder, Secretary	Vote: _____
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_____ Dr. Matt Rostock, Assistant Secretary/Treasurer	Vote: _____
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# LRD Organizational Chart



(number of full-time employees)  
 FY20 Total full-time employees = 82  
 FY20 Total full-time employees = 84 (proposed)  
 2 new, full-time employees highlighted

2020-07-07



**Budget Summary**

	<b>FY 2020 Budget</b>	<b>FY 2021 Budget</b>	<b>Percent Change</b>
<b>Revenues</b>			
<b><i>Operating Revenues</i></b>			
Regional Sewer Service	\$ 17,324,020	\$ 17,670,500	2.00%
IQ Water Charges	2,004,752	2,250,000	12.23%
Standby Sewer Service	98,458	90,000	-8.59%
Administration and Engineering Fees	42,295	73,000	72.60%
Other Revenue	300,000	410,000	36.67%
<b><i>Subtotal Operating Revenues</i></b>	<b>19,769,525</b>	<b>20,493,500</b>	<b>3.66%</b>
<b><i>Capital Revenues</i></b>			
Line Charges	201,337	203,000	0.83%
Assessments	864,897	931,500	7.70%
Plant Charges	1,012,727	932,000	-7.97%
Capital Contributions	1,000,000	800,000	-20.00%
<b><i>Subtotal Capital Revenues</i></b>	<b>3,078,961</b>	<b>2,866,500</b>	<b>-6.90%</b>
<b><i>Other Revenues</i></b>			
Interest Income	1,127,200	648,000	-42.51%
Carryforward of Surplus from Prior Years	5,347,442	3,209,400	-39.98%
<b>Total Revenues</b>	<b>\$ 29,323,128</b>	<b>\$ 27,217,400</b>	<b>-7.18%</b>
<b>Expenses</b>			
<b><i>Operating Expenses (by category)</i></b>			
Salaries and Wages	\$ 5,873,500	\$ 5,969,400	1.63%
Payroll Taxes	427,300	430,300	0.70%
Retirement Contributions	734,200	889,400	21.14%
Employee Health Insurance	1,308,800	1,496,800	14.36%
Workers' Compensation Insurance	99,800	86,900	-12.93%
General Insurance	364,107	386,895	6.26%
Supplies and Expenses	1,132,675	1,136,160	0.31%
Utilities	1,394,850	1,399,225	0.31%
Chemicals	452,000	379,000	-16.15%
Repairs and Maintenance	1,814,429	1,953,070	7.64%
Outside Services	1,917,360	1,892,750	-1.28%
Contingency	225,000	225,000	0.00%
<b><i>Subtotal Operating Expenses</i></b>	<b>15,744,021</b>	<b>16,244,900</b>	<b>3.18%</b>
<b><i>Capital</i></b>			
Capital Improvements	7,614,464	5,626,500	-26.11%
Renewal and Replacement	5,964,643	5,346,000	-10.37%
<b><i>Subtotal Capital</i></b>	<b>13,579,107</b>	<b>10,972,500</b>	<b>-19.20%</b>
<b>Total Expenses</b>	<b>\$ 29,323,128</b>	<b>\$ 27,217,400</b>	<b>-7.18%</b>
<b>Excess Revenues Over (Under) Expenses</b>	<b>\$ -</b>	<b>\$ -</b>	

**Executive Department****40-10**

<b>Account Description</b>	<b>FY 2020 Budget</b>	<b>FY 2021 Budget</b>	<b>Percent Change</b>
<b><i>Personal Services</i></b>			
5110 Special Pay - Governing Board	\$ 6,500	\$ 6,500	0.00%
5120 Salaries and Wages	552,100	561,000	1.61%
5140 Overtime	4,000	4,000	0.00%
5210 Payroll Taxes	36,200	36,400	0.55%
5220 Retirement Contributions	68,200	91,900	34.75%
5230 Life, Health, and Dental Insurance	90,700	97,500	7.50%
5240 Workers Compensation Insurance	1,600	1,700	6.25%
<b><i>Subtotal</i></b>	<b>\$ 759,300</b>	<b>\$ 799,000</b>	<b>5.23%</b>
<b><i>Operating Expenses</i></b>			
5340 Other Contractual Services	\$ 48,500	\$ 43,500	-10.31%
5400 Travel and Per Diem	16,200	16,200	0.00%
5410 Communications	37,600	41,900	11.44%
5420 Freight and Postage	10,000	10,000	0.00%
5430 Utility Services	1,000	1,000	0.00%
5450 Insurance	22,330	23,445	4.99%
5460 Repair and Maintenance - General	65,800	74,655	13.46%
5461 Repair and Maintenance - Vehicles	1,000	1,000	0.00%
5510 Office Supplies	2,500	2,500	0.00%
5520 Operating Supplies	35,020	39,020	11.42%
5522 Fuel, Diesel, Oil	3,250	3,250	0.00%
5540 Books, Publications, Memberships, and Subscriptions	24,025	24,705	2.83%
5550 Training and Education	9,520	11,775	23.69%
<b><i>Subtotal</i></b>	<b>\$ 276,745</b>	<b>\$ 292,950</b>	<b>5.86%</b>
<b>Total</b>	<b>\$1,036,045</b>	<b>\$1,091,950</b>	<b>5.40%</b>
<b>Personnel Schedule</b>	<b>FY 2020 FTE</b>	<b>FY 2021 FTE</b>	<b>Change</b>
Executive Director	1.0	1.0	-
Deputy Executive Director	1.0	1.0	-
Executive Secretary	1.0	1.0	-
Human Resource Generalist	1.0	1.0	-
Safety Officer	1.0	1.0	-
<b>Total</b>	<b>5.0</b>	<b>5.0</b>	<b>-</b>

**Professional Services Department****40-20**

<b>Account Description</b>	<b>FY 2020 Budget</b>	<b>FY 2021 Budget</b>	<b>Percent Change</b>
<b><i>Operating Expenses</i></b>			
5311 Engineering	\$ 20,000	\$ 20,000	0.00%
5312 Engineering Support Services	60,000	25,000	-58.33%
5313 Legal Expense - Non-Litigation	75,000	75,000	0.00%
5314 Legal Expense - Litigation	60,000	60,000	0.00%
5315 Legal Expense - Collections	5,000	5,000	0.00%
5316 Pension Advisor	10,000	30,000	200.00%
5317 Human Resource Law	10,800	10,800	0.00%
5321 Audit Services	34,800	35,800	2.87%
<b><i>Subtotal</i></b>	<b>\$ 275,600</b>	<b>\$ 261,600</b>	<b>-5.08%</b>
<b>Total</b>	<b>\$ 275,600</b>	<b>\$ 261,600</b>	<b>-5.08%</b>
<b>Personnel Schedule</b>	<b>FY 2020 FTE</b>	<b>FY 2021 FTE</b>	<b>Change</b>

**Finance Department****40-30**

<b>Account Description</b>	<b>FY 2020 Budget</b>	<b>FY 2021 Budget</b>	<b>Percent Change</b>
<b><i>Personal Services</i></b>			
5120 Salaries and Wages	\$ 462,000	\$ 456,000	-1.30%
5140 Overtime	5,000	5,000	0.00%
5210 Payroll Taxes	34,500	34,100	-1.16%
5220 Retirement Contributions	61,500	75,600	22.93%
5230 Life, Health, and Dental Insurance	121,200	117,100	-3.38%
5240 Workers Compensation Insurance	1,100	1,000	-9.09%
<b><i>Subtotal</i></b>	<b>\$ 685,300</b>	<b>\$ 688,800</b>	<b>0.51%</b>
<b><i>Operating Expenses</i></b>			
5340 Other Contractual Services	\$ 33,500	\$ 31,450	-6.12%
5460 Repair and Maintenance - General	5,000	5,400	8.00%
5461 Repair and Maintenance - Vehicles	1,000	-	-100.00%
5495 Tax Collector Fees and Discounts	70,000	67,800	-3.14%
5510 Office Supplies	2,500	1,000	-60.00%
5520 Operating Supplies	29,580	27,080	-8.45%
5522 Fuel, Diesel, Oil	500	-	-100.00%
5540 Books, Publications, Subscriptions, and Memberships	2,070	2,070	0.00%
5550 Training and Education	3,840	3,840	0.00%
<b><i>Subtotal</i></b>	<b>\$ 147,990</b>	<b>\$ 138,640</b>	<b>-6.32%</b>
<b>Total</b>	<b>\$ 833,290</b>	<b>\$ 827,440</b>	<b>-0.70%</b>

<b>Personnel Schedule</b>	<b>FY 2020 FTE</b>	<b>FY 2021 FTE</b>	<b>Change</b>
Director of Finance and Administration	1.0	1.0	-
Accountant II	1.0	1.0	-
Accountant I	1.0	1.0	-
Purchasing Agent	1.0	1.0	-
Warehouse Coordinator	2.0	2.0	-
<b>Total</b>	<b>6.0</b>	<b>6.0</b>	<b>-</b>

**Public Education Department****40-40**

<b>Account Description</b>	<b>FY 2020 Budget</b>	<b>FY 2021 Budget</b>	<b>Percent Change</b>
<b><i>Personal Services</i></b>			
5120 Salaries and Wages	\$ 168,700	\$ 167,900	-0.47%
5130 Other Salaries and Wages	69,600	65,200	-6.32%
5140 Overtime	10,000	10,000	0.00%
5210 Payroll Taxes	15,400	15,700	1.95%
5220 Retirement Contributions	24,000	29,400	22.50%
5230 Life, Health, and Dental Insurance	43,600	46,900	7.57%
5240 Workers Compensation Insurance	400	400	0.00%
<b><i>Subtotal</i></b>	<b>\$ 331,700</b>	<b>\$ 335,500</b>	<b>1.15%</b>
<b><i>Operating Expenses</i></b>			
5310 Professional Services	\$ 5,000	\$ 5,000	0.00%
5340 Other Contractual Services	9,000	9,000	0.00%
5430 Utility Services	25,000	25,500	2.00%
5450 Insurance	4,450	4,450	0.00%
5460 Repair and Maintenance - General	53,675	53,575	-0.19%
5461 Repair and Maintenance - Vehicles	7,000	7,000	0.00%
5463 Repair and Maintenance - Structures and Grounds	-	5,500	100.00%
5470 Printing and Publications	8,950	3,800	-57.54%
5520 Operating Supplies	97,660	86,935	-10.98%
5522 Fuel, Diesel, Oil	750	750	0.00%
5550 Training and Education	5,600	3,100	-44.64%
<b><i>Subtotal</i></b>	<b>\$ 217,085</b>	<b>\$ 204,610</b>	<b>-5.75%</b>
<b>Total</b>	<b>\$ 548,785</b>	<b>\$ 540,110</b>	<b>-1.58%</b>
	<b>FY 2020 FTE</b>	<b>FY 2021 FTE</b>	<b>Change</b>
<b><i>Personnel Schedule</i></b>			
Environmental Education Manager	1.0	1.0	0.0
Environmental Education Coordinator	1.0	1.0	0.0
Community Outreach Coordinator	1.0	1.0	0.0
<b>Total</b>	<b>3.0</b>	<b>3.0</b>	<b>0.0</b>

**WildPine Lab Department****40-41**

<b>Account Description</b>	<b>FY 2020 Budget</b>	<b>FY 2021 Budget</b>	<b>Percent Change</b>
<b><i>Personal Services</i></b>			
5120 Salaries and Wages	\$ 542,200	\$ 543,000	0.15%
5130 Other Salaries and Wages	20,000	24,000	20.00%
5140 Overtime	10,000	10,000	0.00%
5210 Payroll Taxes	42,500	42,700	0.47%
5220 Retirement Contributions	72,800	90,600	24.45%
5230 Life, Health, and Dental Insurance	86,500	101,700	17.57%
5240 Workers Compensation Insurance	11,300	10,000	-11.50%
<b><i>Subtotal</i></b>	<b>\$ 785,300</b>	<b>\$ 822,000</b>	<b>4.67%</b>
<b><i>Operating Expenses</i></b>			
5310 Professional Services	\$ 51,000	\$ 42,500	-16.67%
5340 Other Contractual Services	3,000	3,900	30.00%
5450 Insurance	3,327	3,500	5.20%
5460 Repair and Maintenance - General	1,000	1,300	30.00%
5461 Repair and Maintenance - Vehicles	8,500	9,500	11.76%
5462 Repair and Maintenance - Equipment	18,000	18,000	0.00%
5520 Operating Supplies	66,500	68,500	3.01%
5522 Fuel, Diesel, Oil	4,000	4,500	12.50%
5550 Training and Education		1,000	100.00%
<b><i>Subtotal</i></b>	<b>\$ 155,327</b>	<b>\$ 152,700</b>	<b>-1.69%</b>
<b>Total</b>	<b>\$ 940,627</b>	<b>\$ 974,700</b>	<b>3.62%</b>

<b>Personnel Schedule</b>	<b>FY 2020 FTE</b>	<b>FY 2021 FTE</b>	<b>Change</b>
Director of Information Services	1.0	1.0	0.0
Lab Manager	1.0	1.0	0.0
Senior Scientist	1.0	1.0	0.0
Lab Technician II	3.0	3.0	0.0
Lab Technician I	1.0	1.0	0.0
<b>Total</b>	<b>7.0</b>	<b>7.0</b>	<b>0.0</b>

**Customer Service Department****40-42**

<b>Account Description</b>	<b>FY 2020 Budget</b>	<b>FY 2021 Budget</b>	<b>Percent Change</b>
<b><i>Personal Services</i></b>			
5120 Salaries and Wages	\$ 199,700	\$ 198,600	-0.55%
5140 Overtime	2,500	2,500	0.00%
5210 Payroll Taxes	15,000	14,900	-0.67%
5220 Retirement Contributions	27,100	33,400	23.25%
5230 Life, Health, and Dental Insurance	48,400	52,000	7.44%
5240 Workers Compensation Insurance	400	400	0.00%
<b><i>Subtotal</i></b>	<b>\$ 293,100</b>	<b>\$ 301,800</b>	<b>2.97%</b>
<b><i>Operating Expenses</i></b>			
5340 Other Contractual Services	\$ 107,000	\$ 129,500	21.03%
5420 Freight and Postage	65,000	65,000	0.00%
5460 Repairs and Maintenance - General	24,000	26,000	8.33%
5520 Operating Supplies	6,500	7,000	7.69%
<b><i>Subtotal</i></b>	<b>\$ 202,500</b>	<b>\$ 227,500</b>	<b>12.35%</b>
<b>Total</b>	<b>\$ 495,600</b>	<b>\$ 529,300</b>	<b>6.80%</b>

<b>Personnel Schedule</b>	<b>FY 2020 FTE</b>	<b>FY 2021 FTE</b>	<b>Change</b>
Customer Service Coordinator	1.0	1.0	0.0
Customer Service Rep II	3.0	3.0	0.0
<b>Total</b>	<b>4.0</b>	<b>4.0</b>	<b>0.0</b>



## Information Technology Department

40-43

Account Description	FY 2020 Budget	FY 2021 Budget	Percent Change
<b><i>Personal Services</i></b>			
5120 Salaries and Wages	\$ 363,700	\$ 335,600	-7.73%
5140 Overtime	500	500	0.00%
5210 Payroll Taxes	26,700	24,300	-8.99%
5220 Retirement Contributions	40,600	38,300	-5.67%
5230 Life, Health, and Dental Insurance	114,800	135,700	18.21%
5240 Workers Compensation Insurance	700	600	-14.29%
<b><i>Subtotal</i></b>	<b>\$ 547,000</b>	<b>\$ 535,000</b>	<b>-2.19%</b>
<b><i>Operating Expenses</i></b>			
5310 Professional Services	\$ 90,000	\$ 90,000	0.00%
5340 Other Contractual Services	1,000	1,000	0.00%
5460 Repair and Maintenance - General	3,000	1,500	-50.00%
5520 Operating Supplies	11,000	18,000	63.64%
5540 Books, Publications, Memberships, and Subscriptions	8,000	4,000	-50.00%
5550 Training and Education	10,000	5,000	-50.00%
<b><i>Subtotal</i></b>	<b>\$ 123,000</b>	<b>\$ 119,500</b>	<b>-2.85%</b>
<b>Total</b>	<b>\$ 670,000</b>	<b>\$ 654,500</b>	<b>-2.31%</b>
Personnel Schedule	FY 2020 FTE	FY 2021 FTE	Change
IT Manager	1.0	1.0	0.0
System Specialist II	2.0	2.0	0.0
System Specialist I	1.0	1.0	0.0
IT Help Desk	1.0	1.0	0.0
<b>Total</b>	<b>5.0</b>	<b>5.0</b>	<b>0.0</b>

**Engineering and Inspection Department****40-50**

<b>Account Description</b>	<b>FY 2020 Budget</b>	<b>FY 2021 Budget</b>	<b>Percent Change</b>
<b><i>Personal Services</i></b>			
5120 Salaries and Wages	\$ 683,800	\$ 726,400	6.23%
5130 Other Salaries and Wages	-	10,000	100.00%
5140 Overtime	7,500	10,000	33.33%
5210 Payroll Taxes	50,800	54,500	7.28%
5220 Retirement Contributions	89,400	93,600	4.70%
5230 Life, Health, and Dental Insurance	196,700	247,700	25.93%
5240 Workers Compensation Insurance	13,900	9,000	-35.25%
<b><i>Subtotal</i></b>	<b>\$ 1,042,100</b>	<b>\$ 1,151,200</b>	<b>10.47%</b>
<b><i>Operating Expenses</i></b>			
5400 Travel and Per Diem	\$ 3,000	\$ 3,000	0.00%
5460 Repair and Maintenance - General	5,000	5,000	0.00%
5461 Repair and Maintenance - Vehicles	10,000	10,000	0.00%
5462 Repair and Maintenance - Equipment	10,000	10,000	0.00%
5520 Operating Supplies	45,000	45,000	0.00%
5522 Fuel, Diesel, Oil	16,150	16,150	0.00%
5550 Training and Education	6,000	6,000	0.00%
<b><i>Subtotal</i></b>	<b>\$ 95,150</b>	<b>\$ 95,150</b>	<b>0.00%</b>
<b>Total</b>	<b>\$1,137,250</b>	<b>\$1,246,350</b>	<b>9.59%</b>

<b>Personnel Schedule</b>	<b>FY 2020 FTE</b>	<b>FY 2021 FTE</b>	<b>Change</b>
Engineering Supervisor	1.0	1.0	0.0
Chief Construction Inspector	1.0	1.0	0.0
Construction Coordinator	1.0	2.0	1.0
Construction Inspector	2.0	2.0	0.0
Utility Locate and Compliance Technician	2.0	2.0	0.0
Engineering/GIS Tech	1.0	1.0	0.0
Engineering Assistant	1.0	1.0	0.0
Projects Coordinator	1.0	1.0	0.0
<b>Total</b>	<b>10.0</b>	<b>11.0</b>	<b>1.0</b>

**Construction Department****40-51**

<b>Account Description</b>	<b>FY 2020 Budget</b>	<b>FY 2021 Budget</b>	<b>Percent Change</b>
<b><i>Personal Services</i></b>			
5120 Salaries and Wages	\$ 344,400	\$ 257,500	-25.23%
5140 Overtime	36,500	36,500	0.00%
5210 Payroll Taxes	28,400	21,900	-22.89%
5220 Retirement Contributions	47,600	44,700	-6.09%
5230 Life, Health, and Dental Insurance	86,100	64,000	-25.67%
5240 Workers Compensation Insurance	9,900	6,700	-32.32%
<b><i>Subtotal</i></b>	<b>\$ 552,900</b>	<b>\$ 431,300</b>	<b>-21.99%</b>
<b><i>Operating Expenses</i></b>			
5460 Repair and Maintenance - General	\$ 5,000	\$ 5,000	0.00%
5461 Repair and Maintenance - Vehicles	50,000	50,000	0.00%
5462 Repair and Maintenance - Equipment	5,000	5,000	0.00%
5520 Operating Supplies	31,000	31,000	0.00%
5522 Fuel, Diesel, Oil	16,500	16,500	0.00%
5550 Training and Education	5,000	8,600	72.00%
<b><i>Subtotal</i></b>	<b>\$ 112,500</b>	<b>\$ 116,100</b>	<b>3.20%</b>
<b>Total</b>	<b>\$ 665,400</b>	<b>\$ 547,400</b>	<b>-17.73%</b>

<b>Personnel Schedule</b>	<b>FY 2020 FTE</b>	<b>FY 2021 FTE</b>	<b>Change</b>
Construction System Foreman	1.0	1.0	0.0
Construction System Operator A	2.0	0.0	-2.0
Construction System Operator B	1.0	1.0	0.0
Construction System Operator C	2.0	3.0	1.0
<b>Total</b>	<b>6.0</b>	<b>5.0</b>	<b>-1.0</b>

**Operations Administrative Department****50-10**

<b>Account Description</b>	<b>FY 2020 Budget</b>	<b>FY 2021 Budget</b>	<b>Percent Change</b>
<b><i>Personal Services</i></b>			
5120 Salaries and Wages	\$ 150,700	\$ 207,400	37.62%
5140 Overtime	1,000	1,000	0.00%
5210 Payroll Taxes	11,200	13,800	23.21%
5220 Retirement Contributions	18,200	27,400	50.55%
5230 Life, Health, and Dental Insurance	39,500	49,900	26.33%
5240 Workers Compensation Insurance	2,900	3,900	34.48%
<b><i>Subtotal</i></b>	<b>\$ 223,500</b>	<b>\$ 303,400</b>	<b>35.75%</b>
<b><i>Operating Expenses</i></b>			
5310 Professional Services	\$ 30,000	\$ 25,000	-16.67%
5340 Other Contractual Services	7,500	7,500	0.00%
5400 Travel and Per Diem	5,000	5,000	0.00%
5410 Communications	44,400	51,200	15.32%
5420 Freight and Postage	5,000	5,000	0.00%
5450 Insurance	334,000	355,500	6.44%
5460 Repair and Maintenance - General	92,260	103,040	11.68%
5510 Office Supplies	6,000	6,000	0.00%
5520 Operating Supplies	39,350	34,700	-11.82%
5521 Operating Supplies - Safety	28,000	31,800	13.57%
5540 Books, Publications, Memberships, and Subscriptions	34,525	36,625	6.08%
5550 Training and Education	5,750	15,175	163.91%
<b><i>Subtotal</i></b>	<b>\$ 631,785</b>	<b>\$ 676,540</b>	<b>7.08%</b>
<b>Total</b>	<b>\$ 855,285</b>	<b>\$ 979,940</b>	<b>14.57%</b>
<b>Personnel Schedule</b>	<b>FTE</b>	<b>FTE</b>	<b>Change</b>
Plant Manager	1.0	1.0	0.0
Administrative Assistant	1.0	1.0	0.0
<b>Total</b>	<b>2.0</b>	<b>2.0</b>	<b>0.0</b>

**Collection and Transmission Department****50-40**

<b>Account Description</b>	<b>FY 2020 Budget</b>	<b>FY 2021 Budget</b>	<b>Percent Change</b>
<b><i>Personal Services</i></b>			
5120 Salaries and Wages	\$ 664,900	\$ 772,200	16.14%
5140 Overtime	85,000	85,000	0.00%
5210 Payroll Taxes	55,900	62,900	12.52%
5220 Retirement Contributions	96,700	122,000	26.16%
5230 Life, Health, and Dental Insurance	170,200	230,400	35.37%
5240 Workers Compensation Insurance	19,200	19,600	2.08%
<b><i>Subtotal</i></b>	<b>\$ 1,091,900</b>	<b>\$ 1,292,100</b>	<b>18.34%</b>
<b><i>Operating Expenses</i></b>			
5430 Utility Services	\$ 340,850	\$ 326,125	-4.32%
5440 Rentals and Leases	35,000	35,000	0.00%
5460 Repair and Maintenance - General	145,500	200,000	37.46%
5461 Repair and Maintenance - Vehicles	60,000	75,000	25.00%
5462 Repair and Maintenance - Equipment	250,000	310,000	24.00%
5463 Repair and Maintenance - Structures and Grounds	50,000	75,000	50.00%
5520 Operating Supplies	65,000	80,000	23.08%
5521 Operating Supplies - Chemicals	215,000	140,000	-34.88%
5522 Fuel, Diesel, Oil	35,000	31,000	-11.43%
5523 Fuel, Diesel, Oil - Generators	10,000	10,000	0.00%
5550 Training and Education	3,800	15,800	315.79%
<b><i>Subtotal</i></b>	<b>\$ 1,210,150</b>	<b>\$ 1,297,925</b>	<b>7.25%</b>
<b>Total</b>	<b>\$2,302,050</b>	<b>\$2,590,025</b>	<b>12.51%</b>

<b>Personnel Schedule</b>	<b>FY 2020 FTE</b>	<b>FY 2021 FTE</b>	<b>Change</b>
Collection Superintendent	1.0	1.0	0.0
Deputy Collection Superintendent		1.0	1.0
Collection and Distribution Foreman	1.0	1.0	0.0
Collection and Distribution Operator A	5.0	5.0	0.0
Collection and Distribution Operator B	0.0	0.0	0.0
Collection and Distribution Operator C	4.0	6.0	2.0
<b>Total</b>	<b>11.0</b>	<b>14.0</b>	<b>3.0</b>

**Treatment and Disposal Department****50-50**

<b>Account Description</b>	<b>FY 2020 Budget</b>	<b>FY 2021 Budget</b>	<b>Percent Change</b>
<b><i>Personal Services</i></b>			
5120 Salaries and Wages	\$ 1,087,700	\$ 1,053,900	-3.11%
5140 Overtime	125,000	137,500	10.00%
5210 Payroll Taxes	90,400	88,000	-2.65%
5220 Retirement Contributions	151,800	196,100	29.18%
5230 Life, Health, and Dental Insurance	261,300	300,400	14.96%
5240 Workers Compensation Insurance	31,200	27,000	-13.46%
<b><i>Subtotal</i></b>	<b>\$ 1,747,400</b>	<b>\$ 1,802,900</b>	<b>3.18%</b>
<b><i>Operating Expenses</i></b>			
5340 Other Contractual Services	\$ 6,110	\$ 9,000	47.30%
5430 Utility Services	543,000	558,000	2.76%
5440 Rentals and Leases	51,500	52,000	0.97%
5460 Repair and Maintenance - General	10,000	10,000	0.00%
5461 Repair and Maintenance - Vehicles	17,000	17,000	0.00%
5462 Repair and Maintenance - Equipment	442,094	319,500	-27.73%
5463 Repair and Maintenance - Structures and Grounds	186,000	205,000	10.22%
5466 Repair and Maintenance - Outside Services	80,600	73,100	-9.31%
5520 Operating Supplies	263,410	261,560	-0.70%
5521 Operating Supplies - Chemicals	2,000	4,000	100.00%
5522 Fuel, Diesel, Oil	25,000	25,000	0.00%
5523 Fuel, Diesel, Oil - Generators	100,000	75,000	-25.00%
5550 Training and Education	13,700	19,200	40.15%
<b><i>Subtotal</i></b>	<b>\$ 1,740,414</b>	<b>\$ 1,628,360</b>	<b>-6.44%</b>
<b>Total</b>	<b>\$3,487,814</b>	<b>\$3,431,260</b>	<b>-1.62%</b>

<b>Personnel Schedule</b>	<b>FY 2020 FTE</b>	<b>FY 2021 FTE</b>	<b>Change</b>
Plant Chief Operator	1.0	1.0	0.0
Plant Maintenance Foreman	1.0	1.0	0.0
Plant Electrician	3.0	3.0	0.0
Waste Water Treatment Plant Operator A	2.0	2.0	0.0
Waste Water Treatment Plant Operator B	4.0	4.0	0.0
Waste Water Treatment Plant Operator C	5.0	5.0	0.0
Plant Maintenance Operator II	1.0	1.0	0.0
Plant Maintenance Operator I	2.0	1.0	-1.0
<b>Total</b>	<b>19.0</b>	<b>18.0</b>	<b>-1.0</b>

**Reuse Department****50-60**

<b>Account Description</b>	<b>FY 2020 Budget</b>	<b>FY 2021 Budget</b>	<b>Percent Change</b>
<b><i>Personal Services</i></b>			
5120 Salaries and Wages	\$ 127,600	\$ 134,400	5.33%
5140 Overtime	7,500	7,500	0.00%
5210 Payroll Taxes	10,000	10,500	5.00%
5220 Retirement Contributions	18,100	23,300	28.73%
5230 Life, Health, and Dental Insurance	35,100	37,800	7.69%
5240 Workers Compensation Insurance	3,600	3,300	-8.33%
<b><i>Subtotal</i></b>	<b>\$ 201,900</b>	<b>\$ 216,800</b>	<b>7.38%</b>
<b><i>Operating Expenses</i></b>			
5410 Communications	\$ 10,500	\$ 10,500	0.00%
5430 Utility Services	312,500	305,000	-2.40%
5460 Repair and Maintenance - General	5,000	5,000	0.00%
5461 Repair and Maintenance - Vehicles	5,000	5,000	0.00%
5462 Repair and Maintenance - Equipment	95,000	112,000	17.89%
5463 Repair and Maintenance - Structures and Grounds	40,000	50,000	25.00%
5490 Other Current Charges and Obligations	221,500	206,000	-7.00%
5520 Operating Supplies	12,500	12,500	0.00%
5521 Operating Supplies - Chemicals	80,000	80,000	0.00%
5522 Fuel, Diesel, Oil	5,100	5,100	0.00%
5550 Training and Education	2,000	2,000	0.00%
<b><i>Subtotal</i></b>	<b>\$ 789,100</b>	<b>\$ 793,100</b>	<b>0.51%</b>
<b>Total</b>	<b>\$ 991,000</b>	<b>\$1,009,900</b>	<b>1.91%</b>
<b>Personnel Schedule</b>	<b>FY 2020 FTE</b>	<b>FY 2021 FTE</b>	<b>Change</b>
Reuse System Operator A	2.0	2.0	0.0
<b>Total</b>	<b>2.0</b>	<b>2.0</b>	<b>0.0</b>



**Bio-Solids Department****50-80**

<b>Account Description</b>	<b>FY 2020 Budget</b>	<b>FY 2021 Budget</b>	<b>Percent Change</b>
<b><i>Personal Services</i></b>			
5120 Salaries and Wages	\$ 124,400	\$ 127,800	2.73%
5140 Overtime	11,000	12,500	13.64%
5210 Payroll Taxes	10,300	10,600	2.91%
5220 Retirement Contributions	18,200	23,100	26.92%
5230 Life, Health, and Dental Insurance	14,700	15,700	6.80%
5240 Workers Compensation Insurance	3,600	3,300	-8.33%
<b><i>Subtotal</i></b>	<b>\$ 182,200</b>	<b>\$ 193,000</b>	<b>5.93%</b>
<b><i>Operating Expenses</i></b>			
5440 Rentals and Leases	\$ 23,900	\$	-100.00%
5460 Repair and Maintenance - General	2,000	2,000	0.00%
5461 Repair and Maintenance - Vehicles	4,500	4,500	0.00%
5462 Repair and Maintenance - Equipment	43,500	85,500	96.55%
5463 Repair and Maintenance - Structures and Grounds	13,000	13,000	0.00%
5490 Other Current Charges and Obligations	848,250	873,000	2.92%
5520 Operating Supplies	3,500	5,000	42.86%
5521 Operating Supplies - Chemicals	155,000	155,000	0.00%
5522 Fuel, Diesel, Oil	1,500	1,500	0.00%
5550 Training and Education	2,925	2,925	0.00%
<b><i>Subtotal</i></b>	<b>\$ 1,098,075</b>	<b>\$ 1,142,425</b>	<b>4.04%</b>
<b>Total</b>	<b>\$1,280,275</b>	<b>\$1,335,425</b>	<b>4.31%</b>
	<b>FY 2020 FTE</b>	<b>FY 2021 FTE</b>	<b>Change</b>
<b>Personnel Schedule</b>			
Waste Water Treatment Plant Operator A	1.0	1.0	0.0
Plant Maintenance Operator II	1.0	1.0	0.0
<b>Total</b>	<b>2.0</b>	<b>2.0</b>	<b>0.0</b>

**Contingency**

<b>Account Description</b>	<b>FY 2019 Budget</b>	<b>FY 2020 Budget</b>	<b>Percent Change</b>
<i>Contingency</i>			
5990 Contingency	\$ 225,000	\$ 225,000	0.00%
<b>Total</b>	<b>\$ 225,000</b>	<b>\$ 225,000</b>	0.00%
<b>Total Operating Budget</b>	<b>\$ 15,744,021</b>	<b>\$ 16,244,900</b>	<b>3.18%</b>

**Capital Improvement Summary**

<b>Description</b>	<b>FY 2020 Budget</b>	<b>FY 2021 Budget</b>	<b>Change</b>
<b>Account</b>			
Contingency	\$ 1,234,464	\$ 997,500	\$ (236,964)
Land	10,000	260,000	250,000
Buildings		140,000	140,000
Improvements Other than Buildings (Infrastructure)	93,000	300,000	207,000
Machinery and Equipment	1,804,880	1,355,000	(449,880)
Vehicles	252,263	135,000	(117,263)
Construction in Progress	1,040,000	1,005,000	(35,000)
Construction in Progress - Neighborhood Sewering	3,270,000	1,450,000	(1,820,000)
Construction in Progress - Lift Station	2,354,500	1,500,000	(854,500)
Construction in Progress - Gravity System	1,545,000	1,375,000	(170,000)
Construction in Progress - Force Main	1,515,000	1,000,000	(515,000)
Construction in Progress - LPSS	40,000	50,000	10,000
Construction in Progress - Permanent Generator	170,000	280,000	110,000
Construction in Progress - Telemetry	250,000	1,125,000	875,000
<b>Total</b>	<b>\$ 13,579,107</b>	<b>\$ 10,972,500</b>	<b>\$ (2,606,607)</b>

**Executive Department****40-10**

<b>Account</b>	<b>Description</b>	<b>FY 2020 Budget</b>	<b>FY 2021 Budget</b>	<b>Percent Change</b>
6000	Contingency	\$ 1,234,464	\$ 997,500	-19.20%
6100	Land	-	-	0.00%
6200	Buildings	-	-	0.00%
6300	Improvements Other than Buildings	-	-	0.00%
6400	Machinery and Equipment	-	-	0.00%
6410	Vehicles	-	-	0.00%
6500	Construction in Progress	-	-	0.00%
<b>Total</b>		<b>\$1,234,464</b>	<b>\$ 997,500</b>	-19.20%

**Finance Department****40-30**

<b>Account</b>	<b>Description</b>	<b>FY 2020 Budget</b>	<b>FY 2021 Budget</b>	<b>Percent Change</b>
6100	Land	\$ -	\$ -	0.00%
6200	Buildings	-	-	0.00%
6300	Improvements Other than Buildings	-	-	0.00%
6400	Machinery and Equipment	-	-	0.00%
6410	Vehicles	-	-	0.00%
6500	Construction in Progress	-	-	0.00%
<b>Total</b>		<b>\$ -</b>	<b>\$ -</b>	0.00%

**Public Education Department****40-40**

<b>Account</b>	<b>Description</b>	<b>FY 2020 Budget</b>	<b>FY 2021 Budget</b>	<b>Percent Change</b>
6100	Land	\$ -	\$ 250,000	100.00%
6200	Buildings	-	100,000	100.00%
6300	Improvements Other than Buildings	-	-	0.00%
6400	Machinery and Equipment	-	-	0.00%
6410	Vehicles	-	-	0.00%
6500	Construction in Progress	-	-	0.00%
<b>Total</b>		<b>\$ -</b>	<b>\$ 350,000</b>	100.00%

**WildPine Lab Department****40-41**

<b>Account</b>	<b>Description</b>	<b>FY 2020 Budget</b>	<b>FY 2021 Budget</b>	<b>Percent Change</b>
6100	Land	\$ -	\$ -	0.00%
6200	Buildings	-	-	0.00%
6300	Improvements Other than Buildings	10,000	-	-100.00%
6400	Machinery and Equipment	30,000	-	-100.00%
6410	Vehicles	-	-	0.00%
6500	Construction in Progress	-	-	0.00%
<b>Total</b>		<b>\$ 40,000</b>	<b>\$ -</b>	<b>-100.00%</b>

**Customer Service Department****40-42**

<b>Account</b>	<b>Description</b>	<b>FY 2020 Budget</b>	<b>FY 2021 Budget</b>	<b>Percent Change</b>
6100	Land	\$ -	\$ -	0.00%
6200	Buildings	-	-	0.00%
6300	Improvements Other than Buildings	-	-	0.00%
6400	Machinery and Equipment	-	-	0.00%
6410	Vehicles	-	-	0.00%
6500	Construction in Progress	-	-	0.00%
<b>Total</b>		<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>

**Information Technology Department****40-43**

<b>Account</b>	<b>Description</b>	<b>FY 2020 Budget</b>	<b>FY 2021 Budget</b>	<b>Percent Change</b>
6100	Land	\$ -	\$ -	0.00%
6200	Buildings	-	-	0.00%
6300	Improvements Other than Buildings	-	-	0.00%
6400	Machinery and Equipment	-	-	0.00%
6410	Vehicles	-	-	0.00%
6500	Construction in Progress	-	-	0.00%
<b>Total</b>		<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>

**Engineering and Inspection Department****40-50**

<b>Account</b>	<b>Description</b>	<b>FY 2020 Budget</b>	<b>FY 2021 Budget</b>	<b>Percent Change</b>
6100	Land	\$ -	\$ -	0.00%
6200	Buildings	-	-	0.00%
6300	Improvements Other than Buildings	-	-	0.00%
6400	Machinery and Equipment	-	-	0.00%
6410	Vehicles	65,934	35,000	-46.92%
6500	Construction in Progress	-	-	0.00%
<b>Total</b>		<b>\$ 65,934</b>	<b>\$ 35,000</b>	-46.92%

**Construction Department****40-51**

<b>Account</b>	<b>Description</b>	<b>FY 2020 Budget</b>	<b>FY 2021 Budget</b>	<b>Percent Change</b>
6100	Land	\$ -	\$ -	0.00%
6200	Buildings	-	-	0.00%
6300	Improvements Other than Buildings	-	-	0.00%
6400	Machinery and Equipment	-	-	0.00%
6410	Vehicles	58,455	-	-100.00%
6500	Construction in Progress	-	-	0.00%
<b>Total</b>		<b>\$ 58,455</b>	<b>\$ -</b>	-100.00%

**Operations Administrative Department****50-10**

<b>Account</b>	<b>Description</b>	<b>FY 2020 Budget</b>	<b>FY 2021 Budget</b>	<b>Percent Change</b>
6100	Land	\$ -	\$ -	0.00%
6200	Buildings	-	-	100.00%
6300	Improvements Other than Buildings	-	-	0.00%
6400	Machinery and Equipment	-	-	0.00%
6410	Vehicles	-	-	0.00%
6500	Construction in Progress	-	50,000	100.00%
<b>Total</b>		<b>\$ -</b>	<b>\$ 50,000</b>	#DIV/0!

**Collection and Transmission Department****50-40**

<b>Account Description</b>	<b>FY 2020 Budget</b>	<b>FY 2021 Budget</b>	<b>Percent Change</b>
6100 Land	\$ 10,000	\$ 10,000	0.00%
6200 Buildings	-	-	0.00%
6300 Improvements Other than Buildings	25,000	-	-100.00%
6400 Machinery and Equipment	911,880	430,000	-52.84%
6410 Vehicles	35,659	100,000	180.43%
6500 Construction in Progress	-	100,000	100.00%
6510 Construction in Progress - Neighborhood Sewerir	3,270,000	1,450,000	-55.66%
6520 Construction in Progress - Lift Station	2,354,500	1,500,000	-36.29%
6530 Construction in Progress - Gravity System	1,545,000	1,375,000	-11.00%
6540 Construction in Progress - Force Main	1,515,000	1,000,000	-33.99%
6550 Construction in Progress - LPSS	40,000	50,000	25.00%
6560 Construction in Progress - Permanent Generator	170,000	280,000	64.71%
6570 Construction in Progress - Telemetry	250,000	1,125,000	350.00%
<b>Total</b>	<b>\$ 10,127,039</b>	<b>\$ 7,420,000</b>	<b>-26.73%</b>

**Treatment and Disposal Department****50-50**

<b>Account Description</b>	<b>FY 2020 Budget</b>	<b>FY 2021 Budget</b>	<b>Percent Change</b>
6100 Land	\$ -	\$ -	0.00%
6200 Buildings	-	40,000	100.00%
6300 Improvements Other than Buildings	58,000	300,000	417.24%
6400 Machinery and Equipment	438,000	845,000	92.92%
6410 Vehicles	92,215	-	-100.00%
6500 Construction in Progress	690,000	305,000	-55.80%
<b>Total</b>	<b>\$ 1,278,215</b>	<b>\$ 1,490,000</b>	<b>16.57%</b>



**Reuse Department****50-60**

<b>Account</b>	<b>Description</b>	<b>FY 2020 Budget</b>	<b>FY 2021 Budget</b>	<b>Percent Change</b>
6100	Land	\$ -	\$ -	0.00%
6200	Buildings	-	-	0.00%
6300	Improvements Other than Buildings	-	-	0.00%
6400	Machinery and Equipment	335,000	80,000	-76.12%
6410	Vehicles	-	-	0.00%
6500	Construction in Progress	350,000	550,000	57.14%
<b>Total</b>		<b>\$ 685,000</b>	<b>\$ 630,000</b>	<b>-8.03%</b>

**Bio-Solids Department****50-80**

<b>Account</b>	<b>Description</b>	<b>FY 2020 Budget</b>	<b>FY 2021 Budget</b>	<b>Percent Change</b>
6100	Land	\$ -	\$ -	0.00%
6200	Buildings	-	-	0.00%
6300	Improvements Other than Buildings	-	-	0.00%
6400	Machinery and Equipment	90,000	-	-100.00%
6410	Vehicles	-	-	0.00%
6500	Construction in Progress	-	-	0.00%
<b>Total</b>		<b>\$ 90,000</b>	<b>\$ -</b>	<b>-100.00%</b>

**Total Capital Improvement**      **\$ 13,579,107**      **\$ 10,972,500**      **-19.20%**

# LOXAHATCHEE RIVER DISTRICT

## Neighborhood Sewering Schedule-Revised February 2020



Rank *	Area Description	# Lots	Activity	Original Target Date	Revised Target Start Date
14	Whispering Trails	181	Notified Owners – January 2013 Notice of Intent – November 2016 Notified to Connect - February 2020 Final Assessment – August 2020	2017	2020
16	181 <sup>st</sup> St N Gravity	11	Notified Owners – January 2013 Notice of Intent to Assess – October 2018	2018	2020
11	Jupiter Farms (East)	708		TBD	TBD
11	PB Country Estates	1547		TBD	TBD

\* Rank based upon “2010 Septic System Inventory & Assessment”  
TBD = To be determined

### Remnant Areas

Rank*	Area Description	Lots	Activity	Original Target Date	Revised Target Start Date
H	Olympus Dr, Juno (LP)	2	Notified Owners – June 2013 Prelim. Design started – August 2017 Notice of Intent to Assess – July 2020	2016	2020
	18870+18890 SE Country Club Dr	2	Notified Owner – April + Aug 2017 Design started – August 2017 Notice of Intent – December 2018	2018	2020
	US Highway 1 (13440-13500)	3	Notified Owners – August 2017 Notice of Intent – March 2019 Notified to Connect – June 2020 Final Assessment – August 2020	2019	2020
	Thelma Ave. LPSS	3	Notified Owners – September 2017 Notice of Intent to Assess–September 2019	2020	2020
EE	Hobart St SE (Martin Co.)	13	Notified Owners – January 2013 Notice of Intent to Assess–September 2019	2016	2020
	197 <sup>th</sup> Pl N	3	Notified Owners – April 2019 Notice of Intent to Assess – February 2015		2020
	605+607 Military Trl	2	Notified Owners – June 2020	2022	

Rank *	Area Description	# Lots	Activity	Original Target Date	Revised Target Start Date
AA	Peninsular Road	5	Private Road Notice of Intent – February 2010 Partial construction complete - June 2013 Soliciting easements for remainder of project	2010	AEO
BB	Rivers Edge Road (Martin Co.)	35	Notified Owners – August 2010 Private Road-Easements Solicited –May 2014 Notice of Intent – February 2014 Project Delayed	2013	AEO
CC	171 <sup>st</sup> Street (Martin Co.)	7	Private Road - In House Design Owners notified October 2012 Easement rec'd from Church – April 2017 Grant received	2014	AEO
CC	Jamaica Dr	11	Private Road Owners notified Oct 2012	2014	AEO
CC	66 <sup>th</sup> Terr+Way	19	Notified Owners – Aug 2010 *Private Roads Notice of Intent to Assess – February 2015	2014	AEO
D	Loggerhead Park <i>(institutional)</i>	6 ECs	Need Easements from Palm Beach County	2014	AEO
DD	Taylor Road	38	Notified Owners – September 2011 Private Roads	2015	AEO
EE	Imperial Woods LPSS	47	Notified Owners – October 2010 Notice of Intent to Assess – September 2017 Notified to Connect – August 2019 Final Assessment – August 2020	2016	2020
FF	Rolling Hills	50	Notified Owners – Jan. 2013 - Private HOA Notice of Intent to Assess – October 2019	2017	2021
FF	Gardiner Lane	1	Notified Owner – July 2013 – Private Road Notice of Intent to Assess – October 2019	2017	2021
FF	North A1A	3	Postponed-Town activities in area	2012	AEO
GG	815 S US 1 (Yum Yum Tree)	9 ecs	Notified Owner – November 2014	2016	AEO
GG	Rockinghorse <i>(north of Roebuck Road)</i>	10	Notified Owners – January 2013	2018	AEO
GG	Island Country Estates	38	Notified Owners – January 2013 Private HOA-Received Easement – Feb. 2018 Notice of Intent – July 2018	2018	2020
GG	Castle Rd SE	5	Notified Owners – Jan 2013-private road	2018	AEO
GG	Jupiter Rd SE	4	Notified Owners – Jan 2013-private road	2018	AEO
HH	Harbor Rd. S. LPSS	6	Notified Owners – January 2014 Private Road	2017	AEO
HH	SE Indian Hills	12	Notified Owners – January 2016 Easement for Road & Utilities, No Dedication	2019	AEO
16	Limestone Creek Road West	71	Notified Owners – January 2013 Private Road	2018	TBD
19	US Coast Guard Station Offices <i>(institutional)</i> PX Commercial <i>(commercial)</i>	2 ECs 2 ECs	US Government - private roads Albrey- mtg. w/BLM & Historical 3-2011 Prelim design prepared In House 4-2011 Working with Jupiter to obtain easement Working w/BLM for options to move forward	2019	2020

\* Rank based upon "2010 Septic System Inventory &amp; Assessment"

TBD = To be determined

AEO = As easements are obtained

CURTIS L. SHENKMAN  
Board Certified  
Real Estate Attorney

## CURTIS SHENKMAN, P.A.

4400 PGA BLVD, SUITE 301  
PALM BEACH GARDENS, FLORIDA 33410  
TELEPHONE (561) 822-3939  
**Curtis@PalmBeachLawyer.Law**

**LEGAL ASSISTANTS**  
**REAL ESTATE**  
JUDY D. MONTEIRO  
DENISE B. PAOLUCCI  
MELISSA KAJEEJIT

August 10, 2020

Loxahatchee River Environmental Control District  
D. Albrey Arrington, Exec. Dir. and Board Members (sent by email to DHenderson)  
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. 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.

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

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

Respectfully submitted,

***CURTIS L. SHENKMAN***

CURTIS L. SHENKMAN

Attachments

**OTHER LITIGATION**

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

FRED BEMAN, Plaintiff,

vs.

LOXAHATCHEE RIVER DISTRICT, Defendant.

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

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

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

under the District's Insurance Policy.

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

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

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**LIEN FORECLOSURES**

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**NONE**

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

**NONE**



## ***Loxahatchee River Environmental Control District Monthly Status Report August 13, 2020***

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

---

The following is a summary of work performed by Baxter and Woodman, Inc. (B&W), on District projects for the monthly period ending August 13, 2020.

### Alternate A1A 16-Inch Force Main Extension

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

- Final certification pending completion of remaining punchlist items by Contractor.

### Master Lift Station No. 1 Rehabilitation

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

- Project close-out completed. Final certification transmitted to the District on July 20, 2020.
- This will end our reporting for this project.

### Olympus Drive Force Main and Low Pressure Sewer Replacement

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

- B&W is working on **the 75% design inclusive of the abandonment of the existing 10" force main from Lift Station No. 130 to the intersection of Rolling Green Road & U.S. 1.**
- The 75% design package will be submitted to the District on August 14, 2020.

### Alternate A1A 24-Inch Force Main Cleaning & Inspection

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

- B&W submitted the 100% design submittal on June 23, 2020.
- District provided comments on the 100% design submittal to B&W on July 14, 2020.
- B&W submitted the bid package to the District on July 17, 2020.
- The project was advertised for bidding on July 18, 2020.

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

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

- B&W submitted Addendum No. 1 on May 29, 2020 to the District for the electrical design work by Hillers Electric. The addendum was approved at the July 2020 Board Meeting.
- B&W is continuing with the 90% design including the electrical design.



- Hillers conducted a site visit with the District on August 7, 2020.

#### Lift Station Fall Protection Improvements

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

- B&W submitted the 75% design package to the District on July 24, 2020.

Respectfully Submitted by:

BAXTER & WOODMAN, INC.

Rebecca Travis, P.E.

Vice President / Florida Division Manager





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

**MEMORANDUM**

**To:** Kris Dean, PE, Deputy Director/Director of Engineering, Loxahatchee River Environmental Control District  
**From:** Christine Miranda, PE, Holtz Consulting Engineers, Inc.  
**Date:** August 13, 2020  
**Subject:** **Loxahatchee River Environmental Control District Monthly Status Report**

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The following is a summary of work performed by Holtz Consulting Engineers, Inc. (HCE) on Loxahatchee River District projects through August 13, 2020. **Note: Any information that is historical or repeated from previous months are shown in italics. Otherwise, all information as shown below is newly reported information.**

**Island Country Estates Low Pressure Sewer System**

- The certification package was submitted to the FDEP and the clearance has been issued to place the system into operation. All final paperwork has been processed. This project is now complete.

**Lift Station No. 082 Improvements**

- The revised electrical drawings will be completed by August 17, 2020. As soon as the drawings are completed, the project may proceed with bidding and construction.

**Lift Station #161 and Lift Station #291 Emergency Generator Project**

- The pre-bid conference for the project was held on August 6, 2020. HCE is currently addressing questions to be incorporated into an addendum. The current scheduled bid opening is August 18, 2020. Upon bid opening, HCE will review the received bids and make a recommendation of award scheduled to be presented at the September board meeting.

**SE Hobart Street Low Pressure Force Main System**

- The Contractor has indicated they plan on commencing construction at the beginning of September. HCE will provide District staff with a Notice to Proceed date upon receipt from the Contractor.

**Rolling Hills Sewer System Evaluation**

- The final technical memorandum was transmitted to the District on July 15, 2020. A conference call was held on July 27, 2020 with members of the Rolling Hills HOA, District, and HCE staff. Subsequently a cost estimate for a low-pressure sewer system was prepared and provided to District staff. The existing wet well, which was buried, was uncovered. HCE staff is performing an assessment of the wet well the week of August 10, 2020. Upon



evaluation of the wet well, the prepared cost estimates and recommendations for improvements will be updated and provided to the District.

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

- The District provided the needed data for use in calibration of the model on July 29, 2020. HCE is currently working on the hydraulic model and expects to have it completed by within 30 days. The technical memorandum will be submitted within two weeks after completion of the model.

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

- HCE finalized the lift station and low pressure maps used in ESRI's Collector application to collect data and perform inspections after an emergency storm event. The Collector application was downloaded to the District's mobile devices along with the maps required for offline use. HCE developed two additional dashboard applications to allow for a real-time overview and filtering of the lift station and low pressure station inspections. HCE and LRD performed a final trial run of the Collector maps before deploying the system for use in the Isiaias tropical storm event.

#### **Lift Station #163 Emergency Generator Improvements**

- The generator sizing analysis was completed, and the information was provided to District staff on August 7, 2020. HCE has developed the site plan drawing for the lift station site. On August 13, 2020, HCE performed field measurements to obtain information on the lift station site based upon the survey staking performed. 90% drawings will be provided to District staff for review by September 18, 2020.

# ***Busch Wildlife Sanctuary***

The 3rd Quarter Report will be presented at the  
October 2020 Board Meeting.

# 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

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458-8964

Telephone (561) 747-5700 • Fax (561) 747-9929 • [www.loxahatcheeriver.org](http://www.loxahatcheeriver.org)

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



To: Governing Board  
From: Kara Fraraccio, Director of Finance and Administration  
Date: August 14, 2020  
Subject: Monthly Financial Report

## Cash and Investments

**Balances as of July 31, 2020**

**Certificates of Deposit:**

<b>Institution</b>	<b>Original Term</b>	<b>Maturity</b>	<b>Rate</b>	<b>Book Value</b>	<b>Monthly Interest Earned</b>	<b>Market Value</b>
US Bank	2 Years	01/29/21	2.71%	\$ 1,011,450	\$ 2,340	\$ 1,053,091
Bank United	2 Years	03/11/21	2.60%	1,000,000	2,281	1,036,678
Bank United	9 Months	03/12/21	0.55%	1,565,316	729	1,566,467
<b>Subtotal</b>				<b>\$ 3,576,766</b>	<b>\$ 5,350</b>	<b>\$ 3,656,236</b>
<b>Money Market Accounts:</b>						
Synovus - Public Demand			0.50%		\$ 5,234	\$ 12,328,306
TD Bank - NOW			0.25%		1,745	8,241,364
<b>Subtotal</b>					<b>\$ 6,979</b>	<b>\$20,569,670</b>
<b>Checking Account:</b>						
SunTrust-Hybrid Business Account			0.50%		\$ 4,058	\$ 10,385,901
<b>Subtotal</b>					<b>\$ 4,058</b>	<b>\$10,385,901</b>
<b>Total</b>					<b>\$ 16,387</b>	<b>\$34,611,807</b>

Average weighted rate of return on investments is: .57%

As of 07/31/20:

3 month Short Term Bond: .09%

1 month Federal Fund Rate: .10%

Cash position for July 2019 was \$34,005,679. Current Cash position is **up** by \$606,128.

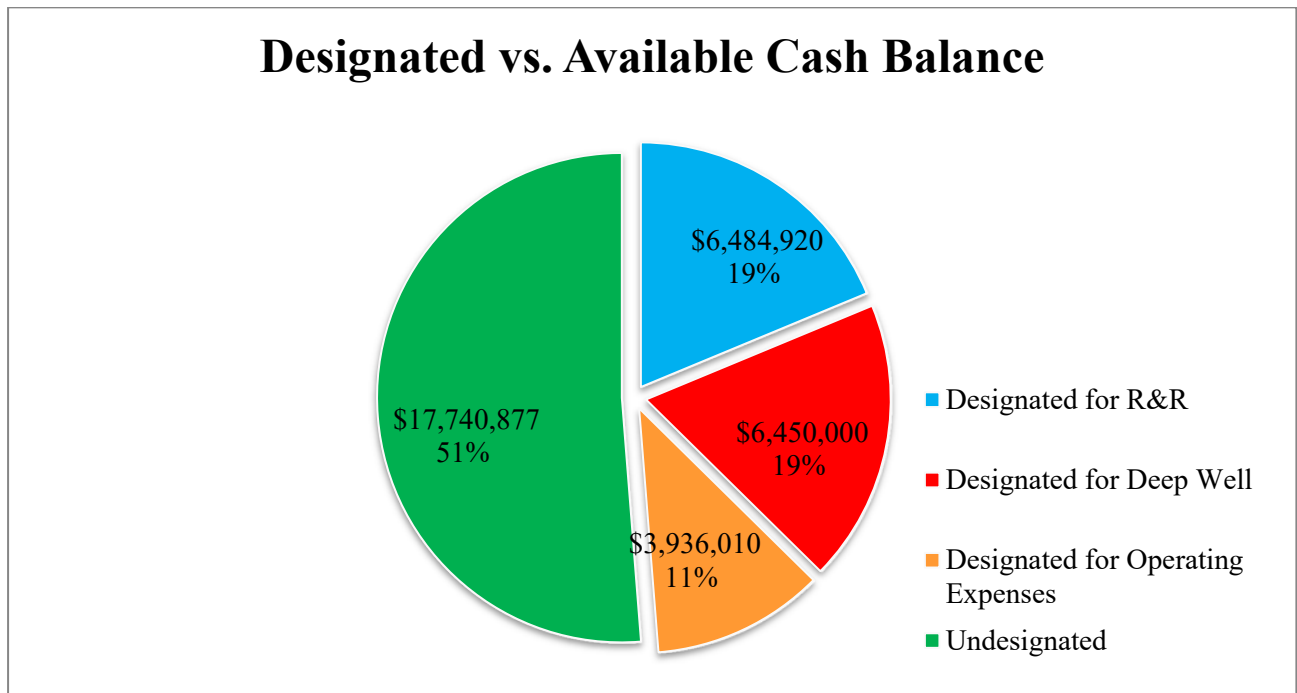
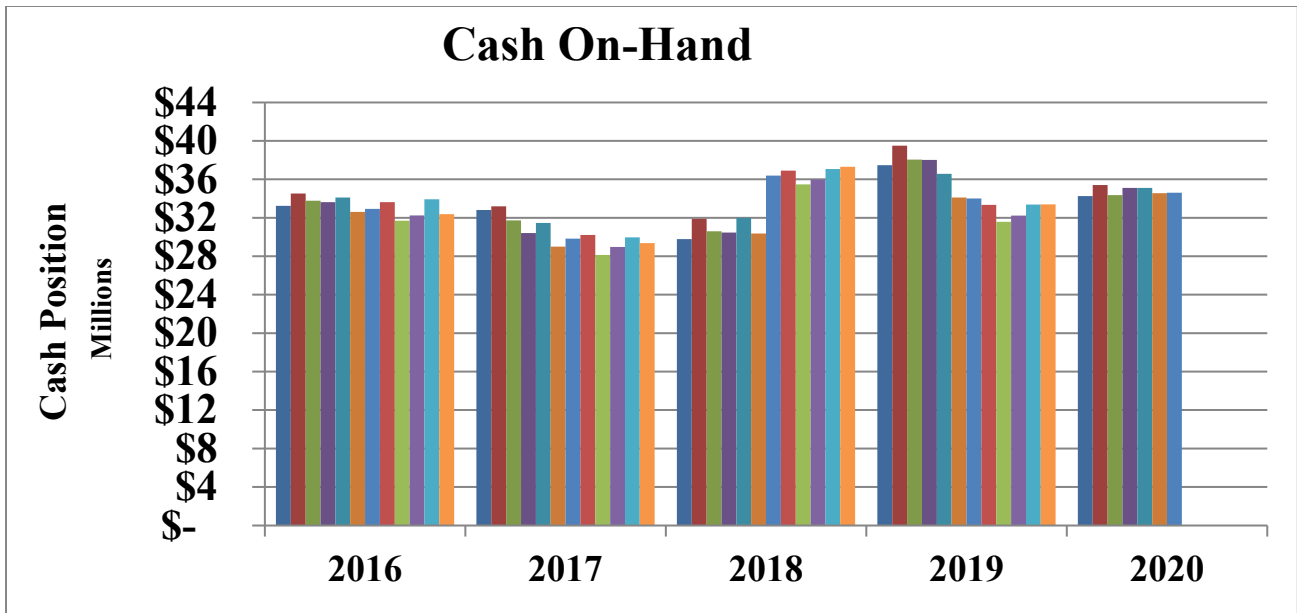
Gordon M. Boggie  
Board Member

Dr. Matt H. Rostock  
Board Member

Stephen B. Rockoff  
Chairman

Harvey M. Silverman  
Board Member

James D. Snyder  
Board Member



## Financial Information

- Legal fees billed for the month of July were \$9,610. The fiscal year-to-date total is \$70,400.
- There was no Septage billing for the month of July. The fiscal year-to-date total is \$225.
- Developer's Agreement – There were no new Developer Agreements in July.
- I.Q. Water Agreements – Martinique is past due for July; and WorkPlace Florida is past due for June and July.
- Estoppel fees collected in July totaled \$8,525. The fiscal year-to-date total is \$68,150.

## Summary of Budget vs. Actual

<i>Budget Benchmark</i> 83.00%	<b>Jul-20</b> <b>Actual</b>	<b>YTD</b> <b>Actual</b>	<b>FY 20</b> <b>Budget</b>	<b>Favorable</b> <b>(Unfavorable)</b>	<b>Budget</b> <b>Expended</b>	<b>Jul-19</b> <b>YTD</b>
<b>Revenues</b>						
<b><i>Operating Revenues</i></b>						
Regional Sewer Service	\$1,408,554	\$14,155,178	\$17,324,020	\$ (3,168,842)	81.71%	\$13,991,617
Standby Sewer Service	8,071	77,602	98,458	(20,856)	78.82%	82,430
IQ Water Charges	199,340	1,993,396	2,004,752	(11,356)	99.43%	1,969,372
Admin. and Engineering Fees	3,994	88,279	42,295	45,984	208.72%	38,197
Other Revenue	41,979	310,988	300,000	10,988	103.66%	442,433
<b><i>Subtotal Operating Revenues</i></b>	<b>1,661,938</b>	<b>16,625,443</b>	<b>19,769,525</b>	<b>(3,144,082)</b>	<b>84.10%</b>	<b>16,524,049</b>
<b><i>Capital Revenues</i></b>						
Assessments	24,322	1,103,495	864,897	238,598	127.59%	1,210,428
Line Charges	19,291	336,964	201,337	135,627	167.36%	184,601
Plant Charges	43,962	581,274	1,012,727	(431,453)	57.40%	417,881
Capital Contributions		163,877	1,000,000	(836,123)	16.39%	56,132
<b><i>Subtotal Capital Revenues</i></b>	<b>87,575</b>	<b>2,185,610</b>	<b>3,078,961</b>	<b>(893,351)</b>	<b>70.99%</b>	<b>1,869,042</b>
<b><i>Other Revenues</i></b>						
Grants					100.00%	
Interest Income	29,056	963,954	1,127,200	(163,246)	85.52%	1,255,799
<b><i>Subtotal Other Revenues</i></b>	<b>29,056</b>	<b>963,954</b>	<b>1,127,200</b>	<b>(163,246)</b>	<b>85.52%</b>	<b>1,255,799</b>
<b>Total Revenues</b>	<b>\$ 1,778,569</b>	<b>\$ 19,775,007</b>	<b>\$ 23,975,686</b>	<b>\$ (4,200,679)</b>	<b>82.48%</b>	<b>\$ 19,648,890</b>
<b>Expenses</b>						
Salaries and Wages	\$606,545	\$4,364,008	\$5,873,500	\$ 1,509,492	74.30%	\$4,053,373
Payroll Taxes	44,799	326,553	427,300	100,747	76.42%	304,508
Retirement Contributions	89,739	661,884	734,200	72,316	90.15%	606,482
Employee Health Insurance	100,706	1,007,166	1,308,800	301,634	76.95%	906,543
Workers Compensation Insurance		88,173	99,800	11,627	88.35%	89,197
General Insurance		360,233	364,107	3,874	98.94%	339,165
Supplies and Expenses	69,011	767,248	1,132,675	365,427	67.74%	818,161
Utilities	95,393	1,000,859	1,394,850	393,991	71.75%	1,077,678
Chemicals	64,231	351,375	452,000	100,625	77.74%	431,295
Repairs and Maintenance	129,945	1,480,407	1,814,429	334,022	81.59%	1,561,994
Outside Services	153,112	1,352,268	1,917,360	565,092	70.53%	1,407,404
Contingency			225,000	225,000	0.00%	
<b><i>Subtotal Operating Expenses</i></b>	<b>1,353,481</b>	<b>11,760,174</b>	<b>15,744,021</b>	<b>3,983,847</b>	<b>74.70%</b>	<b>11,595,800</b>
<b><i>Capital</i></b>						
Capital Improvements	606,568	5,908,855	13,579,107	7,670,252	43.51%	10,671,461
<b><i>Subtotal Capital</i></b>	<b>606,568</b>	<b>5,908,855</b>	<b>13,579,107</b>	<b>7,670,252</b>	<b>43.51%</b>	<b>10,671,461</b>
<b>Total Expenses</b>	<b>\$ 1,960,049</b>	<b>\$ 17,669,029</b>	<b>\$ 29,323,128</b>	<b>\$ 11,654,099</b>	<b>60.26%</b>	<b>\$ 22,267,261</b>
<b>Excess Revenues</b>						
<b>Over (Under) Expenses</b>	<b>\$ (181,480)</b>	<b>\$ 2,105,978</b>	<b>\$ (5,347,442)</b>	<b>\$ 7,453,420</b>		<b>\$ (2,618,371)</b>

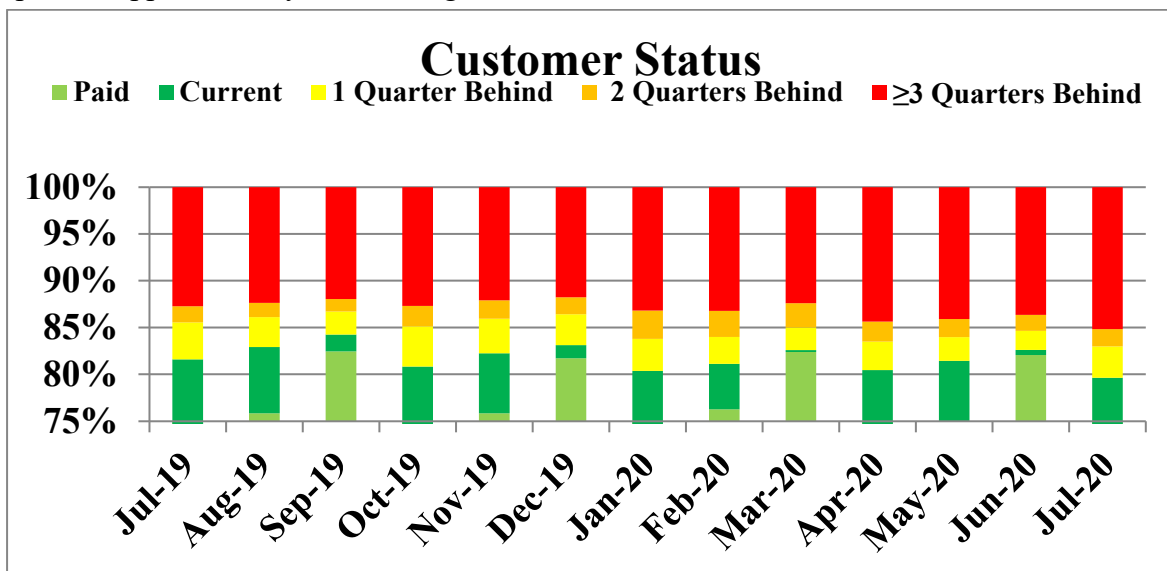


## Pending/Threatened Litigation

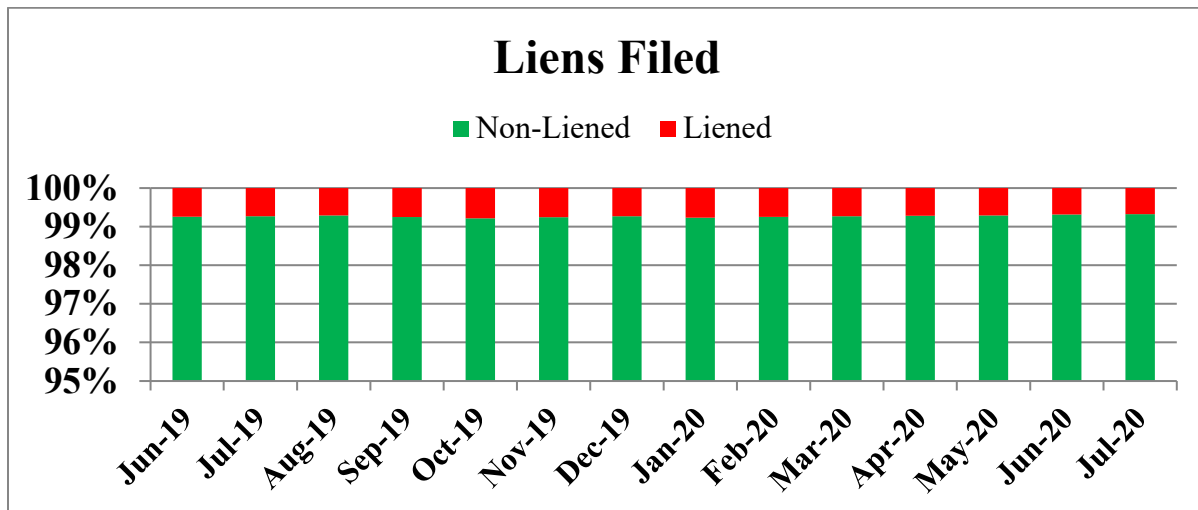
- Whispering Trails – The District received a formal notice that a negligence claim is being made on behalf of a resident of Whispering Trails as a result of a personal injury incident. We notified the District’s legal counsel, the project engineers, the contractor, and the District’s General Liability Insurance provider, PRIA. The contractor has filed a claim with their insurance company, where we are named as an additional insured.
- Vehicle Accident – The District received a legal summons related to a vehicle accident involving a District vehicle. This claim is currently being handled through the District’s General Liability Insurance provider, PRIA. PRIA has assigned the firm of Roberts, Reynolds, Bedard & Tuzzio, PLLC to represent the District.
- Beacon Lane – The District received a formal notice that a negligence claim is being made on behalf of a resident on Beacon Lane from injuries sustained as a result of septic and sewage over-flow at the property. We notified the District’s legal counsel, the project engineers, the contractor, and the District’s General Liability Insurance provider, PRIA.

## Accounts Receivable

The chart below illustrates customers’ receivable status as a percentage of quarterly sewer billing. Paid or current balances represent approximately 80% billing.



The District serves approximately 32,800 customers. Currently, the District has 222 liens filed which represent approximately 1% of our customers.



# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458

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



## MEMORANDUM

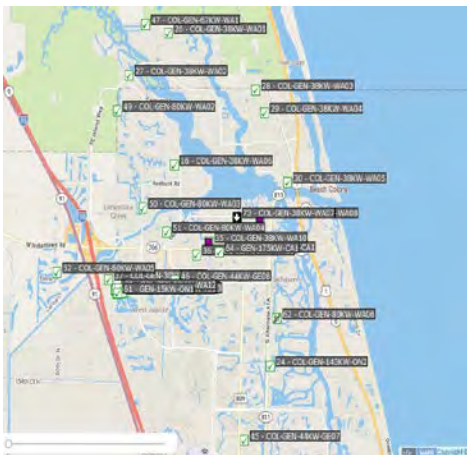
TO: D. Albrey Arrington, Ph.D., Executive Director

FROM: Kris Dean, P.E., Deputy Executive Director/Director of Engineering Services

DATE: August 13, 2020

SUBJECT: Engineering Services Report

## PROJECT HIGHLIGHT



Hurricane Isaias threatened our shoreline at the beginning of August. Leading up to the event staff worked through the Hurricane Response Plan Emergency Condition checklists (EMCONS) 1 – 4. Part of the EMCONS included mobilizing a portion of our portable generator fleet to critical stations. Using GPS tracking units we were able to verify the generator locations and ensure all were recovered after the threat had passed. The image to the left shows the portable generator deployment as of Sunday Morning, August 1, 2020.

We were also able to have the Collector App up and running for Hurricane Isaias. The Collector App is used to log lift station status including condition and power. Once Hurricane Isaias had passed staff used the Collector App to verify the collection system was up and running.

Zones		Zone		CURRENT STATUS OF LIFT STATIONS						
				Station	Condition	Power Type	Minutes Old	Priority	Zone	Well Name
1	18	1	1	LS015	Green	Commercial Power	15585	3	13	Jupiter Lakes Villas
2	17	2	2	LS016	Green	Commercial Power	15501	3	13	Jupiter Lakes
3	14	3	3	LS018	Green	Commercial Power	15616	3	13	Jupiter Townhomes
4	25	4	4	LS025	Green	Commercial Power	15938	2	13	Jupiter Medical Center
5	20	5	5	LS056	Green	Commercial Power	15779	3	9	Pines of Jupiter
6	29	6	6	LS057	Green	Commercial Power	15824	3	9	Tequesta Dr East
7	16	7	7	LS058	Green	Commercial Power	15820	3	9	Beacon
8	17	8	8	LS060	Green	Commercial Power	15539	3	9	Jupiter Inlet Colony
9	12	9	9	LS063	Green	Commercial Power	15989	2	2	Shoreline
10	13	10	10	LS062	Green	Commercial Power	15514	1	1	Tequesta Trace
11	11	11	11	LS063	Green	Commercial Power	15769	2	3	Jupiter Cove
12	15	12	12	LS064	Green	Commercial Power	15851	3	9	Tequesta Public Works
13	12	13	13	LS065	Green	Commercial Power	15791	1	3	Tequesta Village Park
Total		225		LS066	Green	Commercial Power	15870	2	3	Jupiter Island
				LS067	Green	Commercial Power	15940	3	2	Waterway Beach
				LS069	Green	Commercial Power	15841	3	2	Tequesta Shoppes

Priority		Priority		Power Type		Power	
1	15	1	1	Bad Power	3	Bad Power	3
2	44	2	2	Commercial Power	219	Commercial Power	219
3	160	3	3	Portable Generator	1	Portable Generator	1
Total		225		Unknown	2	Unknown	2

Current Condition		Condi	
Green	222	Green	222
Red	1	Red	1
Unknown	2	Unknown	2
Total		225	

Gordon M. Boggie  
Board Member

Dr. Matt H. Rostock  
Board Member

Stephen B. Rockoff  
Chairman

Harvey M. Silverman  
Board Member

James D. Snyder  
Board Member

## **IN-HOUSE PROJECTS**

*Lift Station Rehabilitations General Construction Services:* Lift Station 101 and 56 are next on the rehabilitation list. Staff have coordinated with surrounding property owners, HOAs and FPL as well as issued purchase orders to one of the District's continuing services contracts to perform the work. The schedule has been pushed back based on material acquisition and both projects have been rescheduled for next fiscal year.

*Cellular Telemetry:* Staff are coordinating with a consultant for an evaluation of the proposed systems and pilot installations to determine the best value option for the District's 157 unmonitored stations. Based on the best value option(s) the District will standardize to this option and proceed with procurement and installation of the units. The new telemetry will provide power, pump and level status as well as offer battery backed up communication to the stations. The battery backup and level status will be key features used in managing an emergency response to significant power failure in our service area.

*181<sup>st</sup> Street Gravity Sewer System:* This project will serve 11 lots located just off Limestone Creek Rd. The new system will tie into an existing gravity system in Limestone Creek Rd. Final contract revisions are complete as well as legal review allowing for electronic bids (due to COVID) and the recently approved contractor safety management policy. With these revisions in place and two bids completing with consultants this month, staff will move forward with bidding 181<sup>st</sup> Street Gravity Sewer System in mid-September.

*Neighborhood Sewering/Remnant Properties:* Staff has designed, permitted and issued purchase orders under our Low Pressure General Construction Services Contract to provide sewer service to 18870/18890 SE Country Club Drive, Thelma Avenue, 18205 Gardiner Lane and 197<sup>th</sup> Place North. These projects should be complete by the end of August, 2020.

*Fiscal Year 2020 Main Lining Projects:* Staff is coordinating with the contractor on a schedule for Lift Station 054 (awarded at the June Board meeting).

*Fiscal Year 2020 Lateral Lining Projects:* The contractor has mobilized and is working in the Brentwood/Weldwood system as well as Lift Station 057 and 58 with two crews.

## CONSTRUCTION



Construction staff mobilized to Lift Station 052 this month to replace a broken 90 degree fitting on the discharge piping for pump #1. The broken fitting is a PVC 90 with vanstone flange, a known failure point in our system. Staff replaced the PVC flanged 90 with another from stock, but this station is going on the list to have the discharge piping replaced with the District's current standard HDPE.





## **COLLECTIONS AND REUSE**



Pictured to the left is a screen shot from a TV inspection of a ductile iron gravity main in the intersection of Tequesta Drive and Old Dixie Hwy. The pipe previously suffered from heavy tuberculation (mounds of corrosion) on the pipe's interior. The rough appearance in the screen shot is due to the pitting from corrosion that was exposed through a high pressure jet cleaning procedure. Staff was concerned that the cleaning procedure might result in a pipe failure that could have collapsed the intersection. Recognizing the risk the upstream systems were shutdown and a bypass plan initiated which allowed the section being cleaned to be plugged on either end. If a failure had occurred the flow of water and sand into the system would have been limited to the single section of pipe and would not have resulted in a major roadway failure.

After the cleaning procedure the main was lined with a structural liner. Of note, the District no longer allows ductile iron gravity mains to be installed in our system. Although new epoxy coating systems are available to protect the ductile iron from corrosive gases, the result of a coatings failure puts other infrastructure at risk and in the instance above contributed to two sewer overflows in the last 2 years.

## **SANITARY SEWER OVERFLOWS**

There were two sanitary sewer overflows in the collection/transmission system in July.

Two broken cleanouts resulted in a 200 gallon overflow from a gravity system. The broken cleanouts allowed sand to enter the system and block the main. The blockage occurred while we were preparing for Hurricane Isaias so the District's emergency contractor was mobilized to perform the repair.

The second overflow was 300 gallons from a force main and gravity main. A directional drill contractor drilled through both while installing conduits under Parkway Street. Our locates were correct, the damage was due to contractor error. This overflow also occurred while we were preparing for Hurricane Isaias so the District's emergency contractor was mobilized to perform the repair and restoration. Once all costs are determined staff will coordinate with the directional drill contractor for reimbursement.

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



## **MEMORANDUM**

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

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

DATE: August 14, 2020

SUBJECT: Operations Department - Monthly Report for July 2020

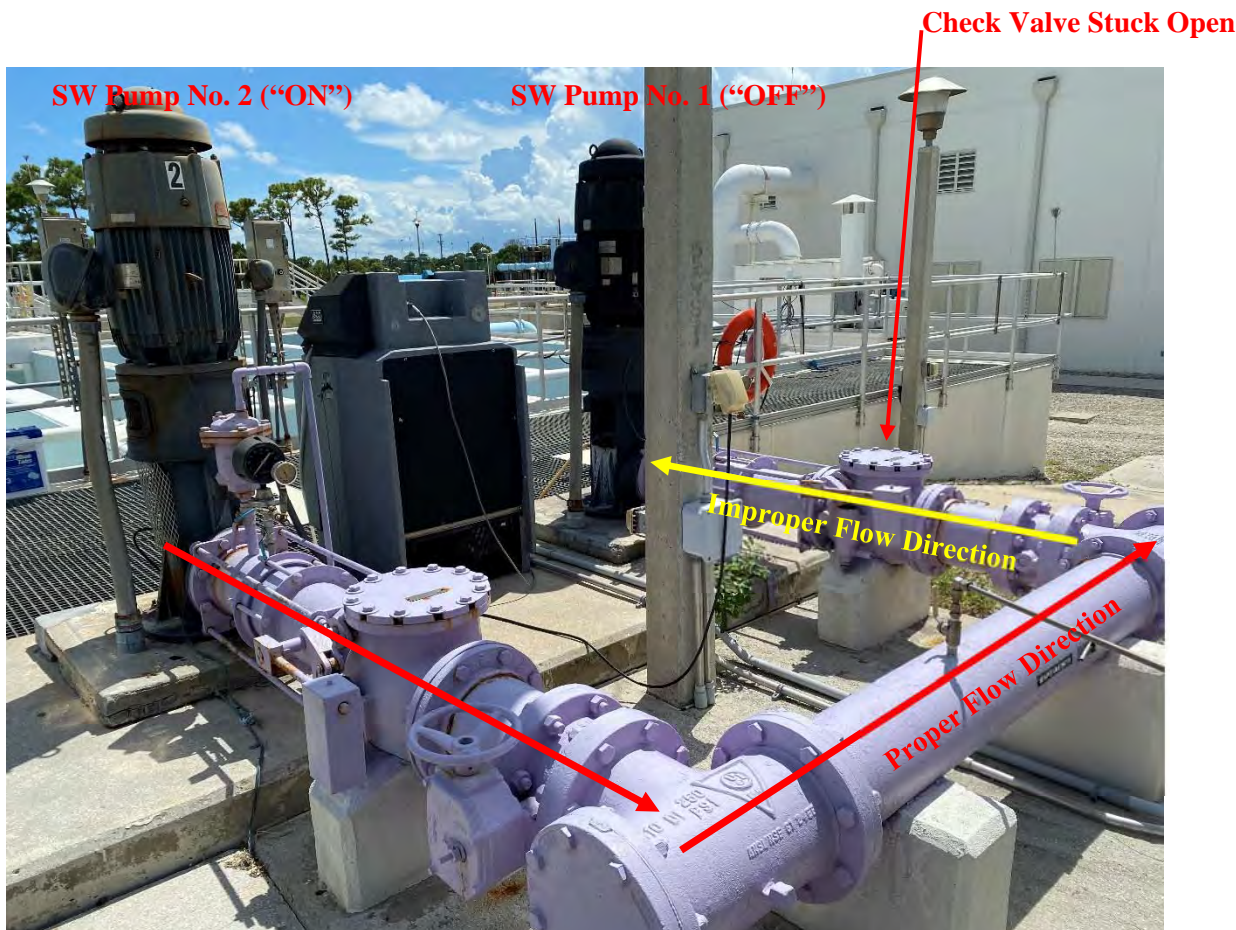
### **Treatment Plant Division/ Maintenance Department**

Overall the month of July was productive with all monthly reports prepared and submitted on time. The treatment plant operated efficiently and generally met all treatment objectives. Plant flows during the month of July were significantly lower when compared to the flows during the month of June. The Average Daily Flow (ADF) during July was 6.84 million gallon per day (MGD) vs. 7.99 MGD in June, a decrease of 1.15 MGD. The Maximum Daily Flow (MDF) during July was 7.36 MGD vs. 11.74 MGD in June, a decrease of 4.38 MGD. The Peak Hour Flow (PHF) during July was 8,750 gallons per minute (gpm) vs. 11,285 gpm in June, a difference of 2,535 gpm. These lower flows are likely attributable to seasonal (i.e. summer) fluctuations.

The plant experienced one (1) sanitary sewer overflow (SSO) during the month of July. A total of approximately 10-gallons of non-disinfected filter effluent was discharged to grade as a result of three (3) separate drip leaks which developed on the total suspended solids (TSS) sample pump discharge piping system. Two (2) of the leaks occurred at two separate 2-inch threaded polyvinyl chloride (PVC) couplings. The third leak was identified at a threaded end coupling of a 1-inch true-union PVC ball valve. The leaks identified at the threaded couplings were likely a result of temperature fluctuations (i.e. thermal expansion/contraction) which caused the joints to loosen and leak. The leak identified on the ball valve occurred as a result of a failed o-ring in the end coupling. The two threaded couplings and the ball valve were replaced and properly tightened. Maintenance will schedule to replace the PVC sample pump piping in the near future to mitigate the potential for similar leaks to occur in the future.

The plant experienced one (1) permit exceedance on July 1, 2020. The exceedance occurred as a result of a momentary loss of primary (i.e. FPL) power and operator error. Upon the temporary loss of power, Service Water Pump No. 1 failed. Once power was restored, Service Water Pump No. 2 was energized and all systems initially appeared to be operating normally. However, two (2) separate alarms were subsequently issued by the plant SCADA system. The alarms issued were intended to advise the on-duty operator that Service Water Pump No. 2 was running but there was no flow or system pressure. The operator acknowledged the alarms but did not properly assess the issue. The operator assumed that the

service water pump was functioning properly and that the SCADA system had issued errant alarms as a result of the momentary power loss. If the operator would have thoroughly assessed the issue he likely would have discovered that the check valve on the discharge of Service Water Pump No. 1 was stuck in the open position. As a result, when Service Water Pump No. 2 was energized all service water flow was backflowing through Service Water Pump No. 1 into the effluent box of the chlorine contact chamber, which is the source water location for the plant service water pumps. A diagram of this flow path is presented below.



The plant service water pumps serve two main functions at the WWTF. First, the pumps provide a source of water for in-plant uses including, but not limited to, headworks screening unit washwater, clarifier spray bars, belt filter press washwater, and hose bibbs for general washdown/cleaning. Second, the pumps supply service water to the gaseous chlorine feed system ejectors. The ejectors pull a vacuum on the chlorine ton cylinders, which then introduces chlorine gas into the chlorine solution piping to create a hyper-chlorinated solution. The chlorine solution is then introduced into the influent box at the chlorine contact chamber. Without service water there is no means to create the required chlorine solution to disinfect the filter effluent.

Approximately 28-minutes after the initial alarms were issued by the plant SCADA system, another alarm was issued which indicated that the chlorine residual had decreased from its typical operating set point of approximately 4.0 milligrams per liter (mg/L) to 2.0 mg/L. At this time, the operator improperly assumed that the chlorine analyzer feed pump was not properly functioning. As is typical under this circumstance, the operator pulled a grab sample for chlorine residual analysis using an external meter and determined that the residual was above the minimum requirement. It has since been determined that the operator did

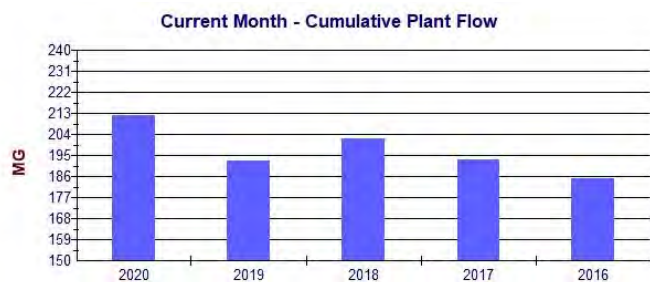


not properly perform the analysis and failed to log the sample reading. The facility operating permit, which is issued by the Florida Department of Environmental Protection (FDEP), requires a minimum chlorine residual of 1.0 milligrams per liter (mg/L) be maintained at all times when producing IQ water for public access reuse. The chlorine residual is required to be monitored using a continuous analyzer. If the continuous analyzer fails, the permit allows for the collection of hourly grab samples to confirm that the proper chlorine residual is being maintained.

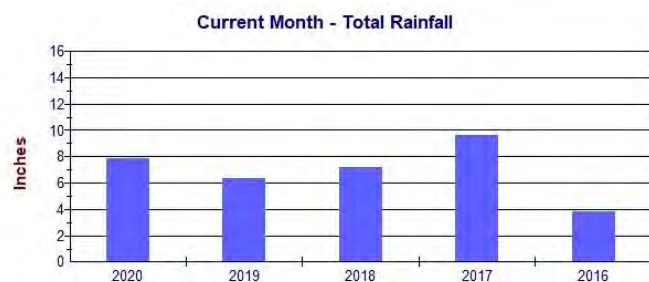
The issue was only resolved once Service Water Pump No. 1 was returned to service upon failure of Service Water Pump No. 2. A review of the historical chlorine residual data available from the plant SCADA system indicates that the chlorine residual was less than the required 1.0 mg/L for a total of approximately 25 minutes. The average effluent flow during this period was 4,657 gallons per minute (gpm). Based on this, a total of approximately 116,445-gallons of non-disinfected, filtered effluent was inadvertently discharged to the irrigation quality (IQ) water stabilization ponds.

The following corrective actions are planned to mitigate similar permit exceedances in the future:

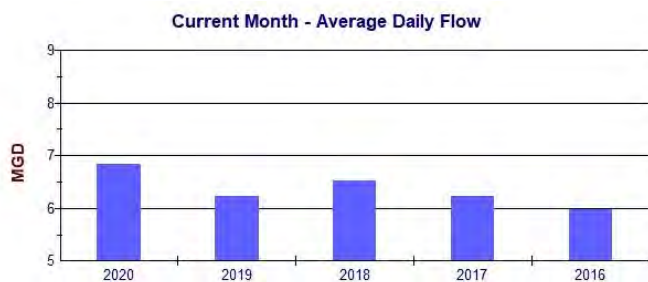
1. Limit/position switches will be added to the service water pump discharge check valves. The limit switches will provide an indication of the position (i.e. OPEN or CLOSED) via the plant SCADA system. Alarms will be integrated into SCADA for the following conditions:
  - a. Pump “ON” – Check valve “CLOSED” – Pump is in a deadhead condition
  - b. Pump “OFF” – Check valve “OPEN” – Service water is potentially backflowing
2. A standard operating procedure (SOP) will be developed to assist with troubleshooting the service water pumping system and chlorine analyzer as well as the associated feed system. The SOP will include a step-by-step flow chart. The SOP will be used to provide focused training to **ALL** plant operators. The SOP will reemphasize that the temporary diversion of flow to the deep injection well during troubleshooting periods is acceptable and expected to mitigate a potential permit exceedance.
3. An SOP will be developed to provide step-by-step sample collection, preparation, and analysis procedures for the handheld chlorine residual analyzer. The SOP will be used to provide focused training to **ALL** plant operators.
4. A comprehensive review of all equipment will be completed to confirm proper labeling exists. Labels will match the referenced SOP documents to be prepared as part of Item No’s. 1 and 2 above.
5. All operators will be reminded, in writing, that ALL plant alarms must be investigated to confirm validity. **NOTHING CAN BE ASSUMED.**
6. The existing low and high chlorine residual alarms will be updated to be based on a percent increase or decrease from the desired operating set point. The alarms are currently based on specific minimum and maximum chlorine residual values. The current scenario does not provide the operators with adequate time to react to a falling or rising chlorine residual.



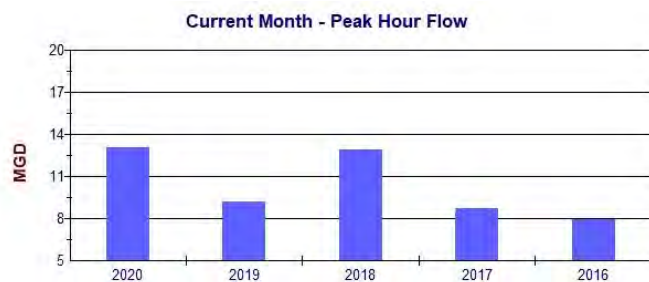
The Cumulative Influent Flow to the plant for the month of July was 212.10 million gallons.



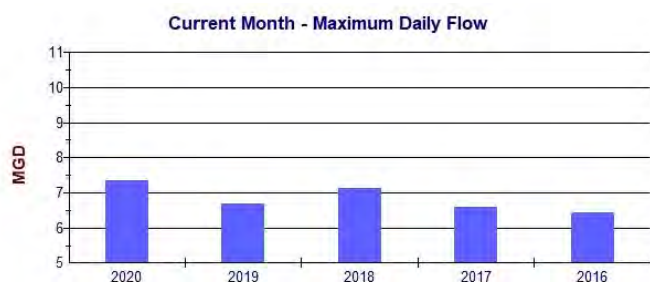
7.87 inches of total rainfall was recorded at the plant site during the month of July.



The Average Daily Flow (ADF) for the month of July was recorded at 6.84 MGD compared to 6.22 MGD one year ago, for the same month.

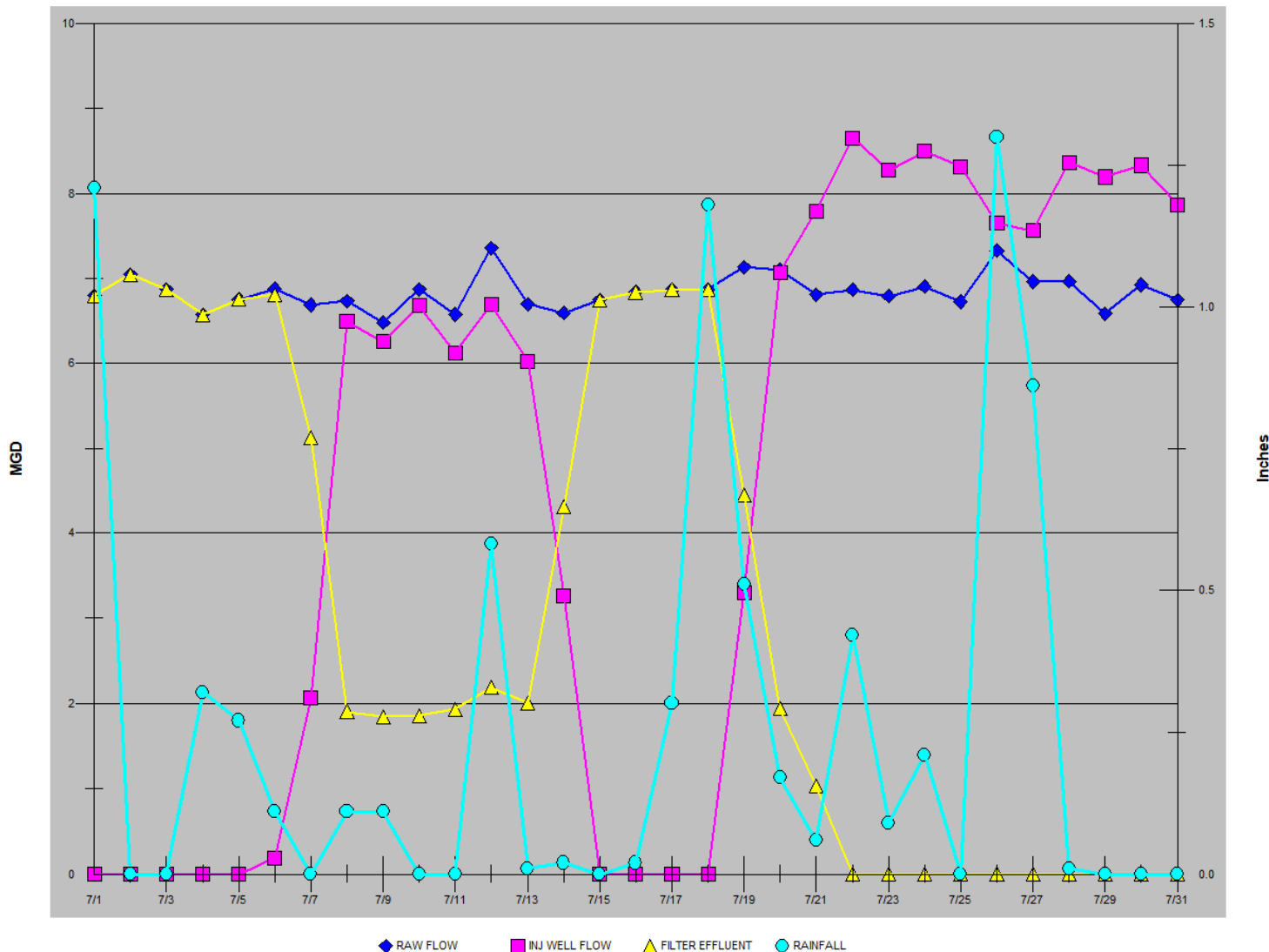


The Peak Hour Flow (PHF) for July was 8,750 GPM which equates to an equivalent daily rate of 12.6 MGD.



The Maximum Daily Flow (MDF) in July was 7.36 MGD.

For the month of July, the cumulative influent flow to the plant was 212.10 MG of which 96.78 MG 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 7.87 inches of rainfall was recorded at the site during the month and 143.68 million gallons of blended effluent was diverted to the Deep Injection Well. Overall, 45.63% of the plant influent flows were treated and available for reuse as IQ water. The plant delivered a total of approximately 128.21 million gallons of IQ water to the reuse customers during the month of July.



Year to date, approximately 66.07% of all influent flow to the plant was treated and available for reuse as IQ water. The total volume of IQ water distributed to reuse customers for the year stands at 1,103.90 million gallons.

**All monthly reporting has been submitted on time.**

## **Treatment Plant:**

During the month of July, the Operations Staff continued to work diligently to perform routine monitoring, sampling and general maintenance of equipment and structures. A few key tasks completed during the month included the replacement of the 4-inch PVC isolation valve on the chlorine solution feed piping to the secondary clarifier manifold assembly as well as the replacement of the sample collection sink in the chlorine injector room. Staff was able to complete this work during a prolong period when the IQ production facilities were offline, and all treated effluent was being disposed of to the deep injection well. The work required Staff to completely drain the chlorine solution feed piping.



### **Clarifier Chlorine Solution Piping – Isolation Valve Replacement**



### **Chlorine Injector Room – Sample Collection Sink**

At the end of July, we had to implement our Emergency Operation Conditions (EMCONS) procedures in response to Tropical System Isaias. While we were fortunate that the storm eventually fizzled out it provided a great opportunity for Staff to utilize the updated 2020 Hurricane Plan procedures. The procedures were recently revised to provide additional specific work tasks to be completed during each phase of the hurricane preparation process. During the implementation of the EMCON procedures for Isaias, Staff identified some additional minor tweaks to the plan which would provide even greater clarity and better safeguard Staff and the District's assets.

Tropical System Isaias also provided an opportunity to test out a new post-storm, plant condition assessment application tool which District Operations and IT Staff members have been collaborating on. The survey application, called ArcGIS Survey 123, was developed, and is supported by ESRI. The application is included within the suite of products available with the District's current ArcGIS license. The application is ideal to perform plant condition assessments since the District assets being evaluated are in proximity and within the fenced limits of the plant site. As such, geospatial logging is not a critical element to the surveys. The application is capable of operating "off-line" from a handheld device (i.e. cell phone, tablet, etc.). The surveys are intended to be a rapid assessment tool which provide a high-level assessment of the operational status of the plant equipment and treatment systems upon the passing of a storm system.

Loxahatchee River District  
Operations & Maintenance

**Hurricane Plan  
Emergency Operations Conditions  
(EMCONS)**

---

DIVISION: Operations and Maintenance

---

CONDITION: **EMCON-2** EFFECTIVE: \_\_\_\_\_

---

DEFINITION: Danger Probable Within 24-36 hours.

---

STORM SYSTEM: \_\_\_\_\_

---

REQUIRED ACTIONS:

Condition:

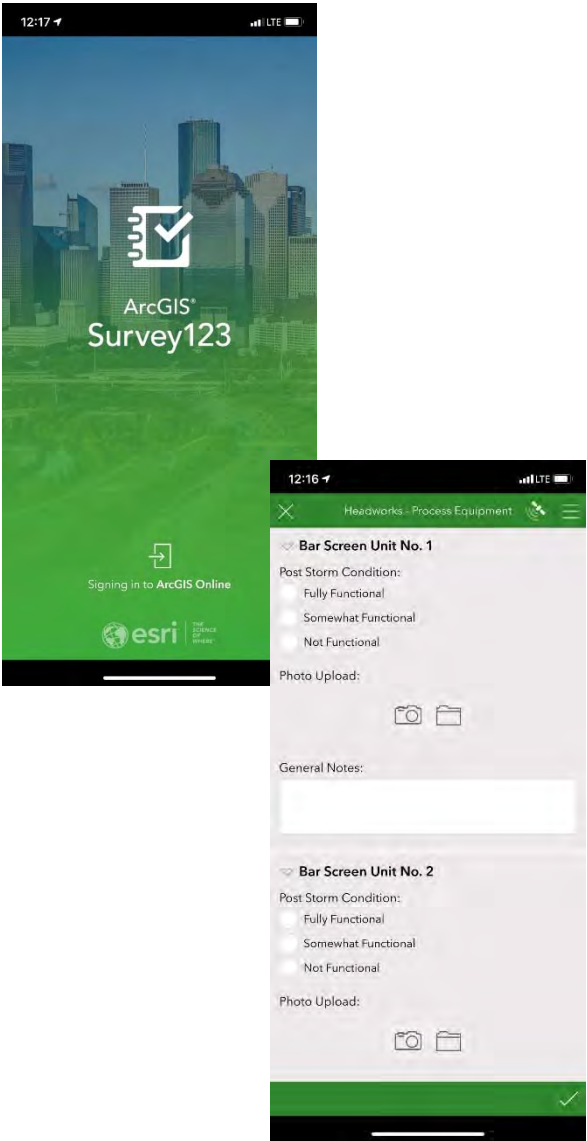
*Emergency conditions probable within 24-36 hours. Key personnel notified.*

Operations:

*Upon notification that EMCON-2 is in effect, routine activities are to be reduced to "critical" activities and the following processes and procedures shall be implemented. The completion of each Work Activity shall be the responsibility of the Supervisor(s), Foremen, Lead Operator, and their designated, respective staff:*

Mark Completion

DATE/TIME	INITIALS	Work Activity
<b>GENERAL STORM PREPARATION</b>		
		1. Notify personnel of EMCON-2 status.
		2. Provide the Operations - Plant Manager with a status report at the end of each shift.
		3. Inform the Operations - Plant Manager of any EMCON-1 procedures which cannot be completed, the reason why, and recommendations for alternative action(s).
		4. Confirm emergency food and/or supplies with the Purchasing Agent.
		5. Designate where District vehicles and equipment are to be secured throughout EMCONS.
		6. Coordinate I.Q. lake levels with Collections Superintendent.
		7. Coordinate sampling processes and procedures with WildPine Laboratory staff.
		8. Secure cardboard waste roll-off south of Operations Building. Coordinate with waste hauler, as required.

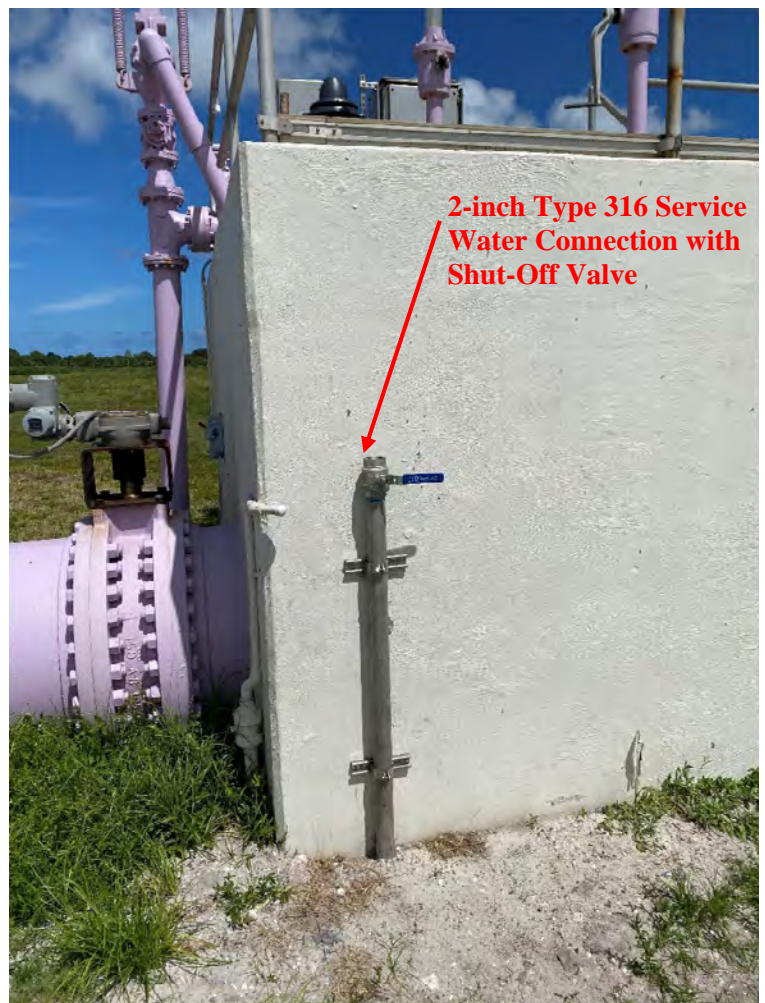




## **Maintenance Department:**

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

Maintenance continued to replace plant water service connections which are fabricated of poly-vinyl chloride (PVC) and/or ferrous metal (i.e. galvanized, mild steel), which may be reaching the end of its useful life, with Type 316 SS piping systems. The use of Type 316 SS piping will provide a more robust installation with the longest possible service life. The replacement of these connections will provide additional safeguards against unintentional discharges of IQ water to the ground surface which result in reportable SSO’s, similar to what occurred this month.



### **Maintenance Staff Replacing Service Water Piping at A-Structure**

The Maintenance Team also replaced the existing electric motor for the auxiliary plant service water pump located at A-Structure during the month of July. The pump is essential when transitioning from the disposal of treated effluent to the deep injection well to the production of irrigation quality (IQ) water utilizing the reclaimed water production facilities. During this transition, the A-Structure pump supplies service water to the gaseous chlorine feed system ejectors. The ejectors pull a vacuum on the chlorine ton cylinders, which then introduces chlorine into the service water piping to create a hyper-chlorinated solution. This chlorine solution is then pumped and discharged to the influent box at the chlorine contact chambers. The existing motor failed upon startup. Maintenance Staff tested the existing motor and determined replacement was warranted.



**Replacement Electric Motor**

**A-Structure Service  
Water Pump Discharge  
Head**

**Maintenance Staff Replacing the A-Structure Service Water Pump Motor**



# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458

Telephone (561) 747-5700 • Fax (561) 747-9929 • [www.loxahatcheeriver.org](http://www.loxahatcheeriver.org)

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



## MEMORANDUM

TO: Albrey Arrington, Ph.D., Executive Director  
FROM: Bud Howard, Director of Information Services  
DATE: August 13, 2020  
SUBJECT: Monthly Governing Board Update for July 2020

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## WildPine Ecological Laboratory

### Biennial Laboratory Assessment

Once again, the lab underwent an intense inspection on July 22 and 23, required for their certifications. This year the laboratory assessment consultant for the Florida Department of Health brought a new perspective to this inspection as he serves not only as 20-year veteran inspector for laboratories in the U.S., but he is also an International Organization for Standardization (ISO) inspector internationally. After two days of rigorous interviews, observations and document review we are happy to report the inspector found “no major deficiencies” and the “lab is in good shape” – a distinction held by only the best labs. His report identified twelve minor

deficiencies that staff are addressing utilizing some of our six-sigma yellow belt training skills such as root cause analysis. A big shout-out goes to the lab for another exceptional assessment following an especially rigorous inspection. Not only are they among the best in the U.S., but they have now demonstrated their strong capabilities to a highly credentialed international ISO inspector.



### Riverkeeper Project

In July, staff from the lab collected water quality samples from 28 monitoring stations throughout the watershed. This month we added a new station in the Northwest Fork at the mouth of Hobe Grove Ditch (HGD) in collaboration with Martin County to collect water quality data downstream of new flow monitoring stations that the county installed in July. HGD canal enters the river between Stations 66 and 65. Also this month, we sampled and tested for all water quality parameters (not just bacteria) in Jones Creek under the quarterly RiverKeeper schedule. For the month, nutrient concentrations increased, likely associated with the increased rains and stormwater flows, but bacteria concentrations decreased compared to May and June.

Gordon M. Boggie  
Board Member

Dr. Matt H. Rostock  
Board Member

Stephen B. Rockoff  
Chairman

Harvey M. Silverman  
Board Member

James D. Snyder  
Board Member

## Scoring to Water Quality Standards

Green: 90% - 100%  
 Yellow: 80% - 89.9%  
 Red: < 80%

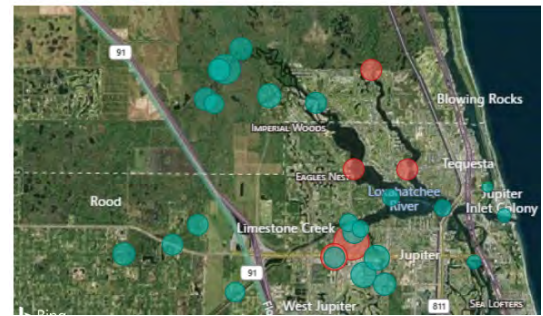
Year	Month	GoodTN	PoorTN	PctGoodTN	GoodTP	PoorTP	PctGoodTP	GoodCLA	PoorCLA	PctGoodCLA	GoodBAC	PoorBAC	PctGoodBAC
2019	July	26		100.0%	19	7	73.1%	9	18	33.3%	65	11	85.5%
2019	August	41	3	93.2%	22	22	50.0%	21	23	47.7%	55	37	59.8%
2019	September	30	5	85.7%	16	19	45.7%	16	19	45.7%	69	10	87.3%
2019	October	31	2	93.9%	26	8	76.5%	14	18	43.8%	74	8	90.2%
2019	November	34	1	97.1%	27	8	77.1%	23	12	65.7%	66	16	80.5%
2019	December	16		100.0%	14	2	87.5%	14	2	87.5%	53	9	85.5%
2020	January	40	7	85.1%	26	21	55.3%	34	13	72.3%	75	23	76.5%
2020	February	24	1	96.0%	25		100.0%	18	7	72.0%	65	8	89.0%
2020	March	15		100.0%	15		100.0%	12	3	80.0%	56	8	87.5%
2020	April	25		100.0%	20	5	80.0%	13	12	52.0%	66	9	88.0%
2020	May	21	1	95.5%	19	3	86.4%	13	9	59.1%	46	24	65.7%
2020	June	14	2	87.5%	11	5	68.8%	12	4	75.0%	52	22	70.3%
2020	July	23	5	82.1%	16	12	57.1%	14	14	50.0%	55	13	80.9%
Total		340	27	92.6%	256	112	69.6%	213	154	58.0%	797	198	80.1%

*Loxahatchee River Water Quality Score Sheet for Total Nitrogen (TN), Phosphorus (TP), Chlorophyll a (CLA) and e. coli, fecal coliform and enterococci bacteria (BAC).*

Total Nitrogen (TN) concentrations in July scored “Poor” at 5 out of 28 (18%) stations when compared to the Numeric Nutrient Criteria (NNC) water quality standards and was lower than June. Stations 735 and 74DW, both in Sims Creek, had the poorest TN at 1.9 and 1.3 mg/L respectively. The new station at the mouth of Hobe Grove Ditch (HGD) had elevated TN at 1.5 mg/L, but just under the NNC for freshwater. The average TN for all stations throughout the watershed in July was 0.9 mg/L. In the figures (right), the station is scored “Poor” when the parameter concentration exceeds the NNC water quality standard for that location.

Total Nitrogen (mg/L)

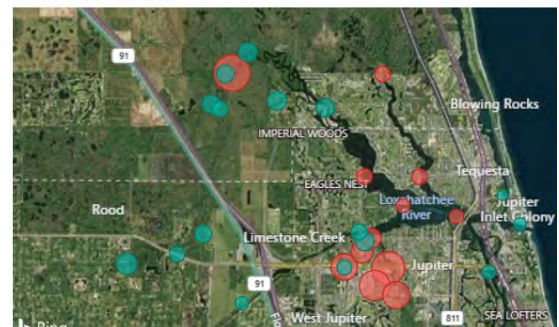
TN\_Score ● GOOD ● POOR



Total Phosphorus (TP) concentrations in July scored “Poor” at 12 out of 28 (43%) stations when compared to the NNC water quality standards. Hobe Grove Ditch (HGD) which had elevated TN, had the poorest TP at 0.2 mg/L. Increased phosphorus concentrations were found elsewhere throughout the watershed as seen in map right. In Jones Creek, stations 75 and CALC had the highest concentrations for their region at 0.18 and 0.16 mg/L respectively. The average TP for all stations throughout the watershed in July was 0.07 mg/L.

Total Phosphorus (mg/L)

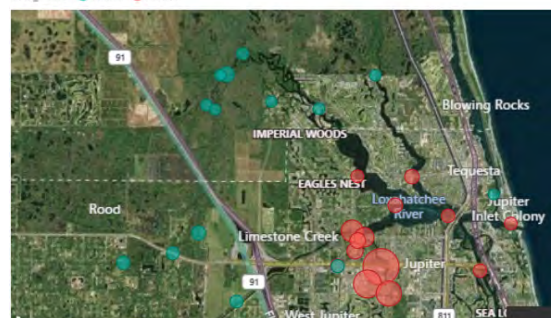
TP\_Score ● GOOD ● POOR



Chlorophyll (CLA) concentrations in July scored “Poor” at 14 out of 28 (50%) stations when compared to the NNC water quality standard for each river segment. Poor CLA scores were generally located in Jones Creek, the southwest fork, and in the downstream segments of the river with stringent chlorophyll criteria as indicated in the map right. The highest CLA concentration was found at Station 75 in Jones Creek at 70 ug/L, followed by two other stations in Jones Creek (CALC and TPJ) at 48 and 40 ug/L. The average chlorophyll values for all stations was 14 ug/L. July,

Chlorophyll a (ug/L)

CHL\_Score ● GOOD ● POOR



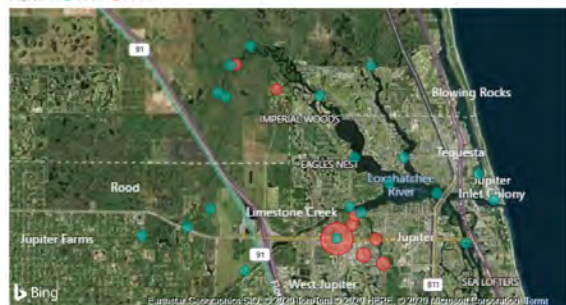


August and September often present our highest chlorophyll measurements of the year as the increased water temperatures results high productivity and algal growth, particularly when we go through a period with little rain and less flushing.

For the combination of all fecal indicator bacteria (enterococci in marine and brackish waters, E. coli and fecal coliform in fresh waters), 13 out of 68 (19%) samples collected scored “Poor” when compared to DEP’s Surface Water Quality Standards for each, which was marginally better than the results we measured in June. The highest FIB concentration was found at Station 74 in the canal between Taco Bell and Walgreens that drains into Sims Creek. Fecal coliforms and E. coli were both 24,196 MPN/100mL, which is extremely high and very unusual for that site. Historical data at station 74, which is upstream or south of Indiantown Road, shows that only 15 % of the time does the data score “poor” at that location for fecal coliforms (greater than 800) and never this high before either. The previous high concentration was 8,164 MPN/100mL in January 2019, with a historical average of 543 MPN/100mL (n=125). We will sample this site again in August.

Fecal Coliform Bacteria - Criteria: 800 MPN/100mL

FC Score: GOOD POOR



## Hydrologic Monitoring

In July, average rainfall across the watershed was 9.9”, about 45% higher than the monthly historical average of 6.8”. The NEXRAD radar-based rainfall measurements detected rain on all but the last two days of July with the largest single day total of 1.3” observed on July 18. Year-to-date cumulative rainfall through July is 40.7” which is about 35% above the historical average of 30.2” making 2020 among the wettest years on record,

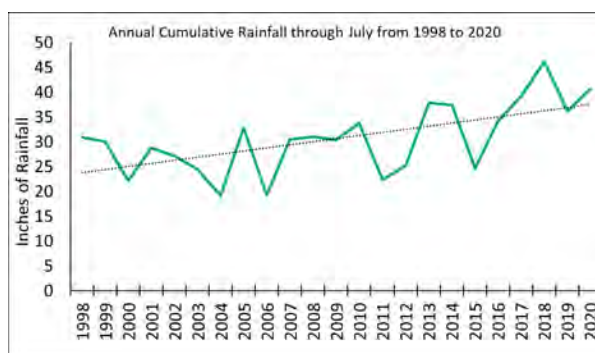
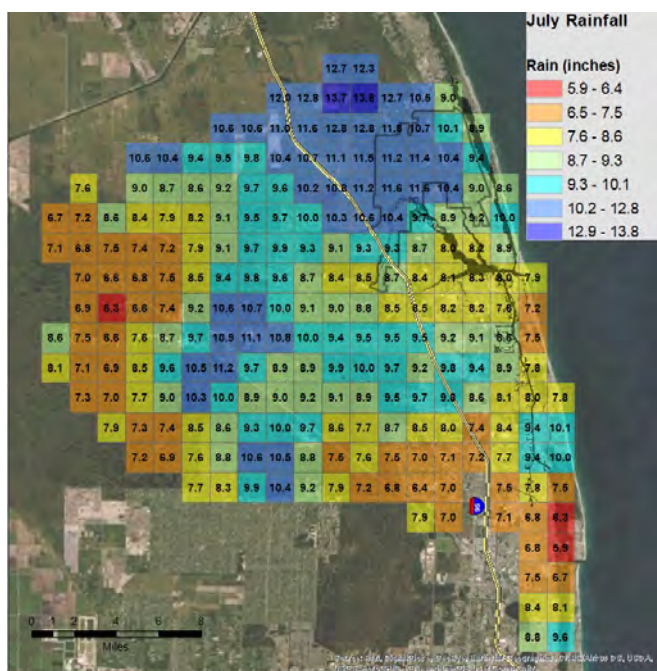


Figure shows cumulative annual rainfall using NEXRAD radar-based data. Green line indicates cumulative rainfall through July for each year since 1998. Dotted line indicates long-term trend across all years.



Rainfall distribution across the watershed using NEXRAD data. Each pixel represents an area of 2 km x 2 km. Blue colored pixels show highest rainfall and red pixels show lowest rainfall.

second only to 2018 which experienced 46.1” through the same period (see figure at above). This month we present a new format showing the cumulative rainfall through the month indicated for each year since 1998 and helps to show the trends and comparisons between years.

Spatially, there was an 7.9” difference in rainfall total across the watershed between the driest and wettest regions of the watershed (figure right). The rainfall distribution was a bit more homogeneous compared to previous months, with the exception of the northern region of the watershed (including Jonathan Dickinson State Park) which experienced up to 13.8” of rain. The driest regions were the south and western portions of the watershed including

J.W. Corbett Wildlife Management Area (including Pratt & Witney) and coastal regions of south Jupiter and into Juno that experienced about 6” of rain.

Concurrent with continued high rainfall came sustained river flows. River flow measured at Lainhart Dam throughout July ranged from a low of 171 cfs on July 1, to a peak flow of 325 cfs on July 28, with an average for the month of 245 cfs. In contrast to the previous month, there was no reverse flow measured at the G-92 structure as all flow was directed from the C-18 and Jupiter Farms into the Northwest Fork rather than out the S-46 flood control structure. Flow measured at S-46 remained minimal throughout much of July with minor discharges in response to rain events. However, likely in response to impending effects of Tropical Storm/Hurricane Isaias, flow through the S-46 structure increased on July 28 to a peak of 175 cfs on August 2, followed by minimal flows once it became clear the storm would have little impact on the watershed.

The continued high flows caused salinity to remain near zero throughout the month in the upstream segments of the northwest fork at both the USGS River Mile 9.1 and USGS Kitching Creek monitoring stations. With no substantial discharges of water through S-46, mean daily surface salinity at the USGS US-1 bridge station measured 32 ppt and a minimum of 19 ppt.

## Oyster Spawning and Settlement Monitoring

In June we reported that oyster spat settlement had declined to minimal density in both river forks and that the bimodal settlement pattern observed in previous years may be returning - but then came July! The 28-day period ending July 27 brought unprecedented spat settlement density in both the Northwest and Southwest Forks. In the Northwest Fork, which experienced by far the greatest settlement activity we have ever measured, average spat density was a whopping 36,035 spat m<sup>2</sup> with 65% of the activity occurring at the downstream site. This total is nearly six times the average 6,581 spat m<sup>2</sup> for this period and nearly 3 times the previous record of 12,948 spat m<sup>2</sup> set in April 2015. Images below give an indication of just how dense oyster spat was this month. Nearly all oyster spat observed in the Northwest Fork were less than 1 millimeter in size indicating settlement likely occurred just prior to retrieval.

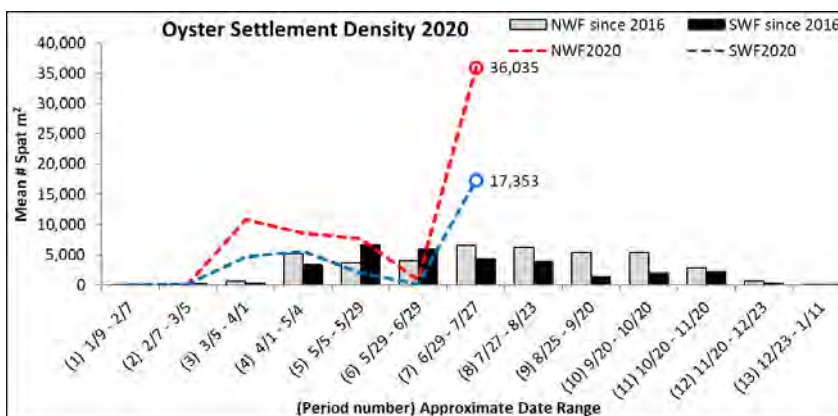


Figure shows mean oyster spat settlement for the Northwest Fork (gray bars) and the Southwest Fork (black bars) since 2016. Dashed lines show oyster spat settlement so far for 2020 in the NWF (red) and SWF (blue) with the most current density shown next to colored circles.



Image shows spat settlement on bottom of tile deployed in the Southwest Fork from June 29 to July 27. Inset shows detail of red circle. Each red arrow of inset shows location of an individual oyster spat. Each black line at top of inset indicates 1 mm. The grid shown is 13 mm (0.5 inch) per side.

Settlement activity in the Southwest Fork averaged 17,353 spat m<sup>2</sup> with 55% of settlement activity occurring at the downstream site. Spat density was about 74% higher than same period 2019 and about 19% higher than the previous record of 14,555 spat m<sup>2</sup> set in May of 2017. Though the average density in the Southwest Fork was considerably less than that in the Northwest Fork, the size of the oyster spat were noticeably larger with most spat measuring several millimeters (see images below). Size difference is a common observation between the two river forks when spat density is comparatively high.

We can only speculate on the cause of this unusual spawning event, but it is worth noting that this coincided with strong, consistent river flows.

## Volunteer Water Quality Monitoring Program

Following the onset of the covid pandemic, several of the water quality volunteers have taken a break from water quality monitoring. However, we are very grateful for the continued dedication by Mrs. Gates and Mrs. Siani, who monitored their sites 5 and 3 times, respectively, in July.

The cumulative grades for all the parameters for July at Rivers Edge (LR107V) declined to a grade of “D” driven in large part by unusually low salinity and dissolved oxygen. The Inlet site (LR10V) started out well during the first half of the month but declined toward the end of the month mainly from unusually low salinity, high pH and low dissolved oxygen. Combined, the two sites scored a “C”, which is a slight improvement from last month.

*Volunteer water quality scoring.*

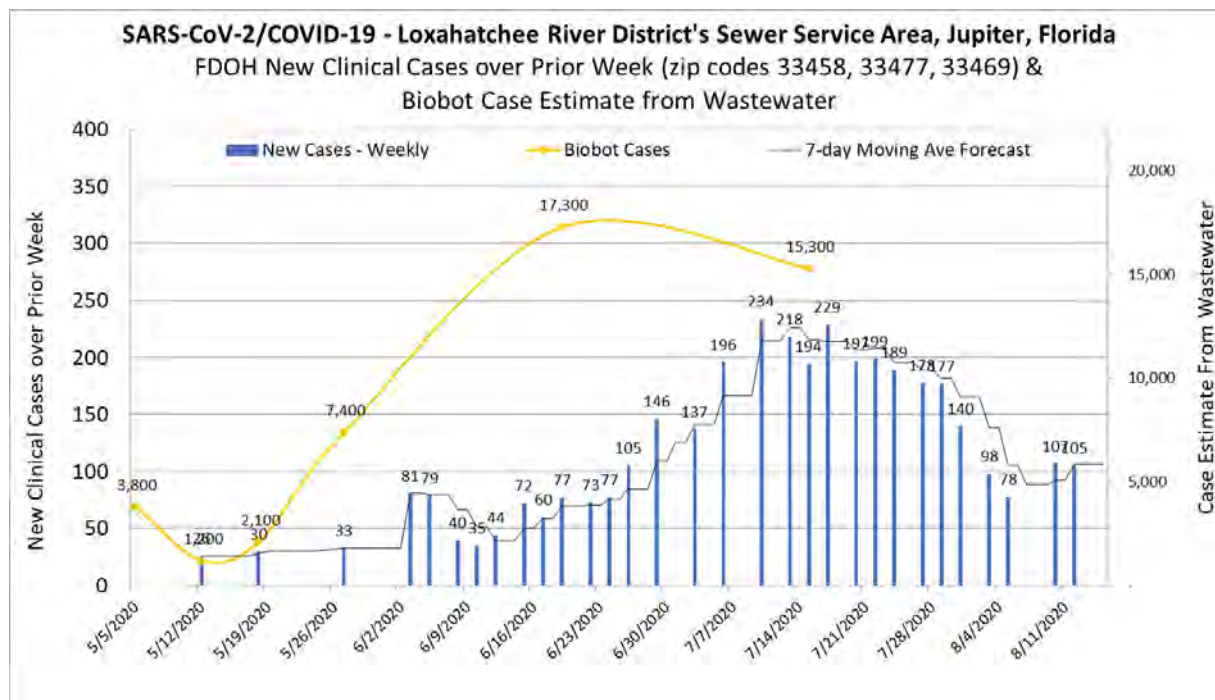
July-20	Averaged results for the Month							Monthly Cumulative Scores						Cumul. Monthly	
Site	Temp (F)	Secchi	Salinity	pH	DO	DO%	Color	Vis	Salt	pH	DO	DO%	Color	Score	Grade
LR10V	84.8	1.8	30.9	8.2	6.0	93.7	1.0	B	D	D	D	B	A	77.5	C
LR107V	80.6	VAB	0.5	6.9	3.2	39.6	1.0	A	D	C	F	F	A	69.0	D
Average	82.7													73.1	C
VAB (Visible at Bottom)															
DO (Dissolved Oxygen)															
ND (No Data)															

VAB (Visible at Bottom)  
DO (Dissolved Oxygen)  
ND (No Data)



## Testing for COVID-19 in our Wastewater

On July 15 we sampled our wastewater for the SARS-CoV-2 virus fragments in our wastewater. Biobot calculated an estimate of 15,300 covid cases within our service area, a 12% decrease from the June 19<sup>th</sup> case estimate of 17,300. Interestingly, this estimated case reduction preceded the reduction in clinical cases reported by the Florida Department of Health for the zip codes that largely overlap with our sewer service area (figure below). The wastewater covid case estimates are significantly influenced by factors such as increased flows from rainfall infiltration and inflow, and highly variable virus shedding rates between people throughout an infection. But despite this variation, it appears the wastewater monitoring results may precede the clinical cases by approximately 2 weeks, which is consistent with results observed in other, similar studies in Paris and Denmark. We look forward to the next set of results to see if this trend holds. We sampled our wastewater on August 11 and should have the results for the Board meeting.



## Customer Service

### Payment Processing

3<sup>rd</sup> Quarter sewer bill distribution started on July 15 and staff were busy processing nearly 9,500 payments totaling nearly \$1.2M from our quick paying customers. We delayed bill distribution one week to accommodate staff vacations. Typically, when we delay bill distribution, we see a reduction in the number payments received the first month of the quarter and this quarter was no different with an 18% reduction in payment counts. This reduction may also be influenced by altered payment patterns we observed last quarter, likely related to covid. We will continue to carefully monitor revenues. 3<sup>rd</sup> Quarter bills are due August 19.

### Connection Charge Payment Management

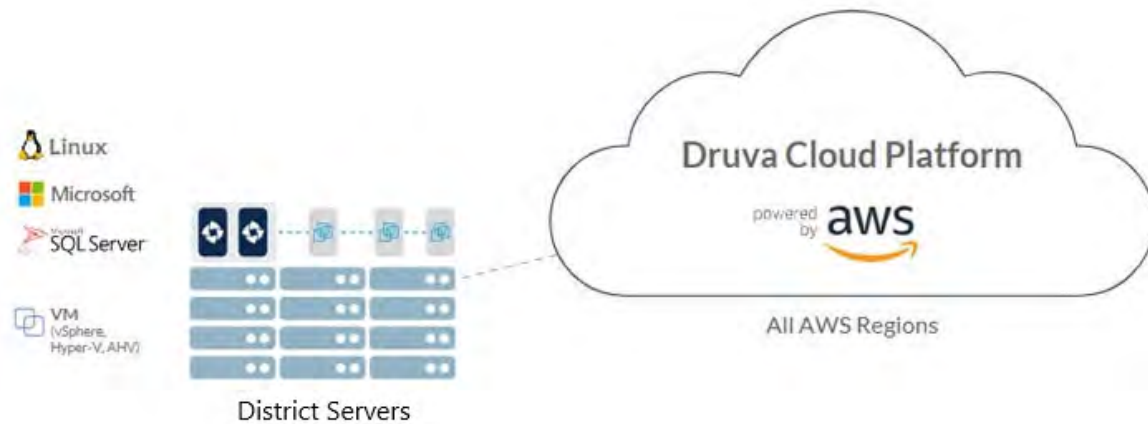
We have been working with our Customer Information and Billing software provider to implement solutions to assist with the management of connection charges following the recent changes approved by the Board. The software changes will provide convenience, transparency and simplicity for our customers to make additional payments (or not) towards their connection charges and stay current with their sewer

service charges, as well as provide significant time savings for staff to manage connection charge payments, interest charges, and even delinquencies, should they occur.

## Information Technology (IT)

### Backup and Recovery

In June, the IT team implemented Druva as our new backup and recovery solution which will protect our data and server systems. Druva is an industry leading cloud-based software-as-a-service (SaaS) which was designed to provide an affordable, secure and reliable backup and recovery solution for any size organization. Some of their customers include NASA, DHL, Continental Tires, and Columbia sportswear. This system complements, and will likely eventually replace, our on-site backup solution for greater protection and less administration. The implementation of Druva was smooth and efficient, and we appreciate the ease and simplicity of the well-designed Druva platform.



*Schematic of the Druva Cloud Backup Platform*

### Website Improvements

The IT team has implemented Monsido as a solution to help us maintain and improve the District's public facing website. The solution provides intuitive and robust tools for reporting quality assurance (misspellings and bad links), accessibility (ADA compliance) and health (site down or poor performance). Following our implementation we have already identified and fixed a host of quality and accessibility issues, and now have a tool to help us identify and work through the remaining issues, as well as those that might arise in the future.




# Loxahatchee River Environmental Center

## August 2020

### River Center Summary Statistics



## LRD'S ENVIRONMENTAL STEWARDSHIP DASHBOARD

		Environmental Stewardship Impact  [%ES Impact = (Total Visitors x ES Index)/Monthly Target]	Environmental Stewardship Index	Total Visitors  (incl. Visitors, Field Trips, Onsite Programs)	Average Program Participation  [Actual participants/Capacity of Program]	Volunteer Engagement	1st Time Visitors	Visitor Satisfaction	Staff Overall Program Assessment	Expenses	Program Revenue
Benchmark / Customer Expectation		% of Target	Monthly Average (Max Rating is 9)	% of Target	% of Capacity	% of Target	% of Target	Rating Average (Max Rating is 5)	Rating Average (Max Rating is 5)	% within budget	% of Target
Blue Level		≥ 110%	≥8	≥ 110%	≥ 95%						
Green Level		≥ 90%	≥7	≥ 90%	≥ 75%	≥ 90%	≥ 90%	≥4	≥4	≥ 85% but ≤ 105%	≥ 90%
Yellow		≥ 75%	≥5	≥ 75%	≥ 50%	≥ 75%	≥ 75%	≥3	≥3	≥ 80%	≥ 75%
Red		<75%	<5	<75%	<50%	<75%	<75%	<3	<3	< 80% or > 105%	<75%
2018 Baseline		98%	7.3	109%	84%	121%	154%	4.8	4.1	90%	165%
2019 Baseline		102%	7.3	98%	96%	131%	218%	4.7	4.4	96%	100%
2019	July	106%	7.3	91%	153%	151%	180%	4.8	4.4	110%	111%
	Aug	89%	7.4	89%	115%	78%	310%	4.7	5.0	100%	97%
	Sept	98%	7.1	92%	86%	197%	190%	4.8	4.3	93%	94%
	Oct	98%	7.3	110%	78%	139%	290%	4.6	4.3	100%	185%
	Nov	99%	7.4	98%	95%	108%	190%	4.5	4.7	96%	176%
	Dec	97%	7.3	93%	81%	91%	188%	4.7	4.4	84%	158%
2020	Jan	152%	7.4	103%	76%	157%	94%	4.8	4.5	101%	185%
	Feb	128%	7.4	128%	89%	147%	313%	4.8	4.5	84%	201%
	Mar	60%	7.7	36%	30%	32%	82%	5.0	3.8	83%	135%
	Apr	0%	0.0	0%	0%	21%	0%	0.0	0.0	80%	112%
	May	0%	0.0	0%	0%	17%	0%	0.0	0.0	82%	67%
	June	0%	0.0	0%	0%	9%	0%	0.0	0.0	84%	25%
	July	0%	0.0	0%	0%	7%	0%	0.0	0.0	88%	23%
Consecutive Months at Green		0	0	0	0	0	0	0	0	2	0
Metric Owner		O'Neill	O'Neill	O'Neill	Harris / Duggan	O'Neill	O'Neill	O'Neill	O'Neill	O'Neill	O'Neill

The River Center was closed all month due to COVID-19, therefore, all our program and visitation metrics are showing in the red. One volunteer per day has been coming in to do animal care, but all other volunteer shifts are cancelled. Revenues are down because we did not have summer programs.

### River Center General

#### Maintenance Areas

During July, EisenShine buffed out the acrylic on the Dock Piling Exhibit and the Wild and Scenic Exhibit.

#### COVID-19

The River Center was closed for the entire month of July and anticipates being closed through the end of August. Currently, the park has reopened to boat traffic only. Playground and pavilion use are prohibited. Non-county operated nature centers can open according to Palm Beach County, but only if we provide safe, social distancing and groups must be limited to 10. They recommend not doing any educational programming currently. We will continue to produce environmental education videos as we begin planning for in-person programs in the fall. You can check them out on our Facebook and YouTube pages.

We plan to begin in-person programs with masks, limited spots and social distancing in September with our homeschool programs. We will also offer virtual field trips for students in the classroom, doing

distance learning and homeschool students as well. These field trips will be pre-recorded videos that air at a specific time. They will then be available on our YouTube channel.

<https://www.facebook.com/loxahatcheerivercenter/>

<https://www.youtube.com/channel/UCwtVsfCrjRq-uFkUG5wVUw>

### *Special Programs*

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## Jr. Angler Fishing Tournament 2020

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Returning for its seventh year, our Jr. Angler Fishing tournament was a great success. With COVID-19, the River Center's in-person summer programs came to a crashing halt even before summer started. The one thing that we could continue with was the Jr. Angler Fishing Tournament and thank goodness we did. We were able to provide a way to get families outside in nature in a fun and safe way. We had 86 anglers participate this summer for our 5-week competition, the largest number to ever register. We are thrilled to report that the tournament more than achieved its goal of helping contestants to explore the diversity of local fisheries and learn more about the area's unique aquatic habitats, all while honing their fishing skills. **Participants reeled in over 5,379 fish!** Some kids enjoyed fishing from the lake in their backyard for a trophy bass, while others preferred heading offshore in hopes of reeling in snappers. The awards ceremony honoring all the anglers was held virtually on August 7th where the winners were announced. Prizes, awards, and certificates were given out in a drive-by pickup style the following day. A hearty congratulation goes out to the grand prize winner, Jr. Angler Cameron Burlage who managed to reel in

and photograph more than 577 fish and caught 53 different species! With such tremendous turnout and interest in the tournament, the River Center hopes to continue building on this accomplishment. Special thanks go out to this year's sponsors Fishing Headquarters, West Palm Beach Fishing Club, Bass Pro, Scales Gear, and Oceanside Wealth Management. FISH ON!

### **Girl Scouts: Fish Like a Girl**

Many organizations have created virtual programs to be able to provide fun, safe, and exciting opportunities for their community. The Girl Scouts of Southeast Florida contacted the River Center to partner for a virtual Journey in a Day workshop. Our section was a modified version of our popular Fish Like a Girl workshop with a focus on responsible angling. We did tutorials for choosing the right equipment, using circle hooks for catch and release fishing, tackle box essentials and safety. We also included videos on how to properly handle your fish, how to use a dehooking tool, and how to identify your fish. As part of the Girl Scout promise, we shared how to use our resources wisely, leave your fishing spot better than you found it, and be responsible anglers. In particular, we highlighted how to dispose of and recycle fishing line, as well as collecting your own garbage and garbage left by others prior to leaving the fishing spot (Focus Area: Solid Waste)



### **Fall Semester Program Planning**

As we start to think about the upcoming school year, it is safe to say that it will be unlike any year before. Since Palm Beach County schools will continue to be virtual learning for the fall semester, the River Center is trying to be a resource to teachers, students, and parents as they start school again in a COVID-19 world. Based on input received by teachers and parents, the River Center is developing both in-person and online programs while still remaining closed to the general public. Some of the in-person programs that River Center educators are currently redesigning are Homeschool Workshops, Blooming in the Garden, and Science with Sam. We will continue to provide boating safely classes, kayak tours, and nature hikes in a modified setting. A new venture that we are developing are monthly to bi-monthly virtual field trips. Over the summer, the River Center created 63 educational videos with a variety of topics, locations, and age levels. We have selected the best River Center educational field trip programs (primarily lab and demonstration based) to be translated for the screen. Hopefully through these virtual field trips can be accessed by a larger number of students in our service area. Virtual programs do not have a limited capacity like our in-person field trips. Through initiatives within the Palm Beach County school district to provide wifi and laptops for students, it is possible that more students could access this information including underserved populations.

### ***Upcoming River Center Events***

**ALL PROGRAMS HAVE BEEN CANCELLED THROUGH THE END OF SUMMER  
based on the Palm Beach County Park Closures.**

# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458

Telephone (561) 747-5700 • Fax (561) 747-9929 • [www.loxahatcheeriver.org](http://www.loxahatcheeriver.org)

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



## MEMORANDUM

To: D. Albrey Arrington, Ph.D., Executive Director  
From: Travis Bains, CSHO, ENS, Safety Compliance Officer  
Date: August 13, 2020  
Subject: District Safety Report for July 2020

### Safety Metrics: July 2020

OSHA recordable injuries: **None**

Lost time injuries: **None**

Actual TRIR: **5.2** [TRIR Goal <4.4]

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.*

### Safety Training

Safety training for the month of July consisted of Maintenance of Traffic, Lock-Out/Tag-Out, and Permit Required Confined Space for key Plant and Field personnel. Dynamics of wastewater are affected by scopes of work and training required. Jobs consisting of entering a manhole will require personnel to be trained in the proper entry sequence, setting up a maintained traffic pattern and ensuring the safety of (un)controlled hazardous energy.

Plant and Field personnel that participated in computer-based programs, live interactive conferences, and in-person instruction were given test to gauge comprehension of learning. All training was completed on-time.

### Hurricane Isaias

Hurricane Isaias enabled us to compare our actions to our written EMCONS. We as a team were able to assess our weak points and address them as we needed, while documenting and correcting. There are a few notable procedures and training programs being drawn up for review; Wind Concerns, Plant Storm prep, LS 200 Storm Prep, MLS Storm Prep, and a program energizing Lift Stations with Generator Power.

### Hazard Analysis & Individual Accountability

The District Safety Officer works daily with supervisors and staff throughout the organization to assess and evaluate potential hazards by addressing the 4 Qs:

1. What am I about to do?
2. How could I get hurt?
3. What am I going to do to prevent injury?
4. What do I need to do this job and how will I do it safely?

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Board Member

Dr. Matt H. Rostock  
Board Member

Stephen B. Rockoff  
Chairman

Harvey M. Silverman  
Board Member

James D. Snyder  
Board Member



This month the District Safety Officer worked with crews to conduct targeted hazard analyses for the following projects:

**Fix 90 degree drop in wet well at Lift Station 152(Construction/Collections)**

Primary hazards: Falls/working off a ladder, confined space, faulty isolation valves, plug blow out/leaking by, accumulation of raw sewage, pedestrian traffic

Safety Mitigation: PPE, barricades, tie-off ladder, continuously monitor atmosphere, checking plug periodically for seal

Job Hazard Analysis, Permit Required Confined Space, and Lock-out/Tag-out

**Annual Preventive Maintenance at Lift Station 82 (Collections)**

Primary hazards: climbing down ladder, confined space, electrical energy, harmful gasses

Safety Mitigation: 3-Point contact while descending ladder, inspection of fall protection, continuous monitoring of atmosphere, local control of electrical energy (HOA), communication

Job Hazard Analysis and Permit Required Confined Space

**Repair leak and concrete work Lift Station 13 (Construction)**

Primary hazards: Falls/working off a ladder and climbing down ladder, confined space, electrical energy, overhead fall in hazards, faulty tools, accumulation of and exposure to raw sewage

Safety Mitigation: PPE, barricades, 3-Point contact while descending ladder, continuously monitor atmosphere, communication, tying off tools and keeping material/tools from leading edge, inspection of tools prior to use

Job Hazard Analysis and Permit Required Confined Space

Job site safety assessment conducted.

**Plugging gravity lines for TV inspection (Engineering)**

Primary hazards: Traffic pattern change-up, understanding channeling devices

Safety Mitigation: Engineered Maintenance of Traffic, hi-visibility vest, message boards, flaggers, communication with contractors

Tool-box talk

Job site safety assessment conducted.

Safety Officer, Chief Plant Operator, and Construction Supervisor spent time reviewing the Lock-out/Tag-out program for a shut-down that was scheduled for the plant. The program consisted of a group lock-out and tag-out of valves and electrical equipment. The Authorized Person, Chief Plant Operator, followed a standard operating procedure written by the Operations Plant Manager. The Authorized Person locks, tags and relieves the system of pressure and fills out the Facility Integrity Sheet. Once complete, he places his keys and the Facility Integrity Sheet in a lock box. The Affected Persons, the employees working on the equipment, will double check that the system has no potential for unexpected release. Then place their locks on the box. This type of lock-out/tag-out ensures the safety of all employees by systematically double checking the work and potential of release of hazardous material.



# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458

Telephone (561) 747-5700 • Fax (561) 747-9929 • [www.loxahatcheeriver.org](http://www.loxahatcheeriver.org)

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



## MEMORANDUM

TO: Governing Board

FROM: Administration Staff

DATE: August 13, 2020

SUBJECT: Consultant Payments

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The following amounts have been reviewed and approved for payment to our consultants for work performed during the prior month.

	<u>Prior Month</u>	<u>Fiscal YTD</u>
Shenkman, PA	\$5,023.75	\$106,727.95
Holtz	\$8,222.00	\$192,150.35
Baxter & Woodman	\$20,290.19	\$175,179.30

Should you have any questions in regard to these items, please contact Kara Fraraccio concerning the attorney's invoice, and Kris Dean concerning the engineers' invoices.

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# Future Business



## Neighborhood Sewering:

- 181st Street Gravity Construction Contract
- Preliminary Assessment - Country Club Drive
- Preliminary Assessment - Thelma Avenue
- Preliminary Assessment - Island Country Estates

## Other:

- FY 2021 Budget Approval
- Lift Station 82 Conversion
- Greenhouse Gas Emissions Evaluation
- Odor Control Improvements Study
- Master Lift Station Bypass Study
- Continuing Services Contract
  - Collections and Transmission
  - Wastewater Treatment Facility
  - Reuse System
  - Admin, Education and Maintenance Facilities
- Chapter 31-11 - Special Assessments