

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



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

AGENDA
REGULAR MEETING #22-2020
SEPTEMBER 17, 2020 – 7:00 PM AT DISTRICT OFFICES
ALSO, THE MEETING WILL BE AVAILABLE TO THE PUBLIC ONLINE AT:
LOXAHATCHEERIVER.ORG/PUBLICMEETING

1. Call to Order & Pledge of Allegiance
2. Administrative Matters
 - A. Roll Call
 - B. Previous Meeting Minutes **Page 4**
 - 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 59**
 - C. Rules Chapter 31-11 Special Assessments **Page 78**
 - D. Extension of Covid-19 Considerations **Page 84**
 - E. Fiscal Year 2021 Final Budget **Page 85**
7. Reports (see next page) Pulled for Discussion
8. Future Business **Page 157**
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: September 4, 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. Septage Receiving Policy – to approve policy [Page 17](#)
- B. Environmental Monitoring Policy – to approve policy [Page 18](#)
- C. IQ Water Renewal for Palm Beach County Schools – to approve agreement [Page 22](#)
- D. Submersible Pump Purchase – to approve purchase [Page 23](#)
- E. Portable Pump Purchase – to approve purchase [Page 28](#)
- F. Rocking Horse Lane Sub-Regional Line Charge – to approve charge [Page 29](#)
- G. Lift Station 291 Emergency Generator – recommendation of award [Page 31](#)
- H. Lift Station 163 Emergency Generator – to approve purchase [Page 34](#)
- I. Alternate A1A 24-Inch Force Main Cleaning and Inspection – recommendation of award [Page 40](#)
- J. Home Depot Open Purchase Order – to authorize annual purchase order [Page 44](#)
- K. Bulk Fuel Procurement – to authorize purchase [Page 45](#)
- M. Biosolids Processing (Solid Waste Authority) – to approve contract [Page 46](#)
- N. Odor Control (Evoqua) – to approve contract [Page 47](#)
- O. Biosolids Hauling (Synagro) – to approve contract [Page 49](#)
- P. Chlorine (Brenntag Mid-South) – to approve contract [Page 50](#)
- Q. Bill Printing and Postage (Arista) – to approve contract [Page 52](#)
- R. Bulk Polymer (SNF Polydyne) – to approve contract [Page 53](#)
- S. Septage Hauling Contract (Bradford) – to approve contract [Page 55](#)
- T. Fixed Asset Disposal – to approve disposal [Page 56](#)
- U. Change Orders to Current Contracts – to approve modifications [Page 57](#)

7. REPORTS

- A. Neighborhood Sewering [Page 114](#)
- B. Legal Counsel's Report [Page 116](#)
- C. Engineer's Report [Page 118](#)
- D. Busch Wildlife Sanctuary [Page 122](#)
- E. Director's Report [Page 123](#)

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

AGENDA
PUBLIC HEARING #21-2020
SEPTEMBER 17, 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 Budget for the 2021 Fiscal Year
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: September 4, 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



MEMORANDUM

TO: Governing Board

FROM: Recording Secretary

DATE: September 9, 2020

RE: Approval of Meeting Minutes

Attached herewith are the minutes of the Public Hearings and Regular Meeting of August 20, 2020. As such, the following motion is presented for your consideration.

“THAT THE GOVERNING BOARD approve the minutes of the August 20, 2020 Public Hearings 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. 17-2020

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
PUBLIC HEARING – MINUTES
AUGUST 20, 2020

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Chairman Rockoff called the Public Hearing of August 20, 2020 to order at 6:55 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 THE FINAL ASSESSMENT ROLL FOR US HIGHWAY 1 RESIDENTIAL.

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 6:57 P.M.

BOARD CHAIRMAN

BOARD SECRETARY

RECORDING SECRETARY

Ref. 18-2020

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
PUBLIC HEARING – MINUTES
AUGUST 20, 2020

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Chairman Rockoff called the Public Hearing of August 20, 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 THE FINAL ASSESSMENT ROLL FOR WHISPERING TRAILS.

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 6:57 P.M.

BOARD CHAIRMAN

BOARD SECRETARY

RECORDING SECRETARY

Ref. 19-2020

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
PUBLIC HEARING – MINUTES
AUGUST 20, 2020

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Chairman Rockoff called the Public Hearing of August 20, 2020 to order at 6:58 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 THE FINAL ASSESSMENT ROLL FOR IMPERIAL WOODS.

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 6:58 P.M.

BOARD CHAIRMAN

BOARD SECRETARY

RECORDING SECRETARY

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
REGULAR MEETING - MINUTES
AUGUST 20, 2020

1. CALL TO ORDER

Chairman Rockoff called the Regular Meeting of August 20, 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 (via GotoWebinar).

Several members of the public attended the meeting (via GotoWebinar).

B. PREVIOUS MEETING MINUTES

The minutes of the Public Hearing and Regular Meeting of July 16, 2020 were presented for approval and the following motion was made.

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

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

C. ADDITIONS & DELETIONS TO THE AGENDA

Items 5I and 5J were pulled for discussion. Item 6D was moved before Item 4B.

3. COMMENTS FROM THE PUBLIC

Dr. Arrington distributed public comments that were received before the meeting. The comments were in support of the DEP Grant for Jones Creek and are attached to these minutes.

4. STATUS UPDATES

A. LOXAHATCHEE WATERSHED STATUS

Mr. Howard reviewed potential water quality improvements to Jones Creek.

6D. DEP Grant Proposal for Jones Creek

Mr. Howard reviewed his memo on the DEP Grant Proposal for Jones Creek.

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

“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.”

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 August 20, 2020 with the exception of Items 5I and 5J.”

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

A. US 1 Residential Final Assessment (Resolution 2020-09)

"THAT THE GOVERNING BOARD approve Resolution 2020-09 adopting the US HIGHWAY 1 RESIDENTIAL FINAL Assessment Roll and Exhibits."

B. Whispering Trails Final Assessment (Resolution 2020-10)

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

C. Imperial Woods Final Assessment (Resolution 2020-11)

"THAT THE GOVERNING BOARD approve Resolution 2020-11 adopting the IMPERIAL WOODS FINAL Assessment Roll and Exhibits."

D. Audit Services Contract – to approve renewal

"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."

E. Merchant Services Contract – to approve renewal

"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

"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."

F. FAU IQ Water Agreement – to approve renewal

"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."

G. Lien Policy & Procedure – to rescind existing and approve revised policy

"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."

H. Connection Charge Installment Agreement – to approve agreement form

"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."

K. Fixed Asset Disposal – to approve disposal

"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."

L. Change Orders to Current Contracts – to approve modifications

No change orders were presented.

6. REGULAR AGENDA

A. CONSENT AGENDA ITEMS PULLED FOR DISCUSSION

5I. Moving Expense Reimbursement Policy – to approve policy

Dr. Arrington reviewed the proposed Moving Expense Reimbursement Policy.

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

“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.

5J. Memorandum of Understanding-Jupiter Inlet Lighthouse – to authorize approval

Dr. Arrington reviewed the proposed Memorandum of Understanding for the Jupiter Inlet Lighthouse.

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

“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.”

B. Busch Wildlife Sanctuary License Agreement

Dr. Arrington reviewed the latest proposed revisions to the agreement. No action was taken.

C. Sonoma Isles Irrigation Quality Water Agreement

Dr. Arrington reviewed Amendment #2 to the Sonoma Isles Irrigation Quality Water Agreement.

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

“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute Amendment #2 to the Irrigation Quality Water Agreement Sonoma Isles.”

E. Jupiter Inlet Lighthouse Engineering Contract with Bureau of Land Management

Mr. Dean reviewed his memo regarding Jupiter Inlet Lighthouse Outstanding Natural Area utility improvements.

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

“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.

F. Budget Assumptions

Dr. Arrington reviewed the Budget Assumptions. No action was taken.

7. REPORTS

The following reports stood as written.

- A. NEIGHBORHOOD SEWERING
- B. LEGAL COUNSEL’S REPORT
- C. ENGINEER’S REPORTS
- D. BUSCH WILDLIFE SANCTUARY
- E. DIRECTOR’S REPORT

8. FUTURE BUSINESS

Dr. Arrington reviewed 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 August 20, 2020 adjourns at 8:58 PM.”

BOARD CHAIRMAN

BOARD SECRETARY

RECORDING SECRETARY

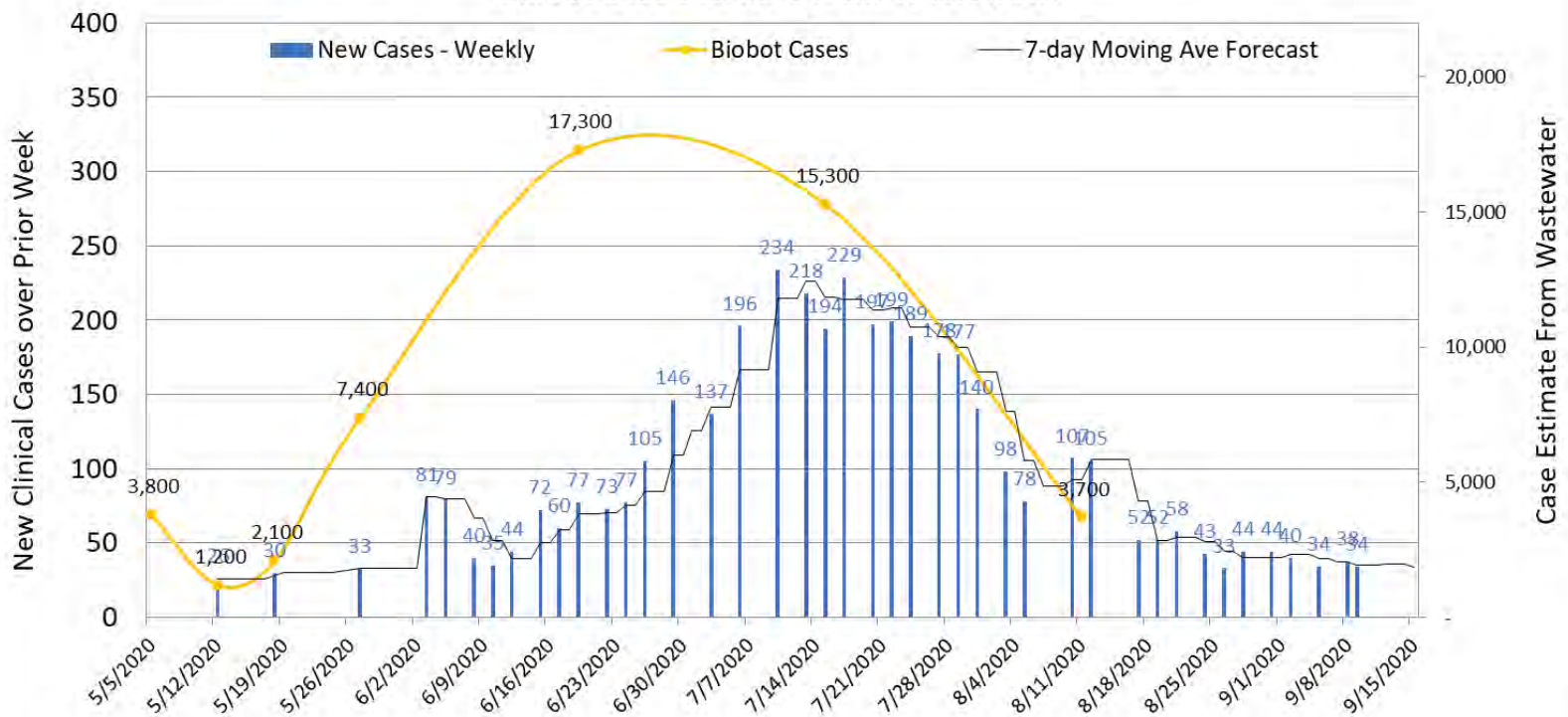
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Loxahatchee River Watershed Status SARS-CoV-2/Covid-19 Monitoring in Wastewater

At our May 2020 Board meeting we discussed the District's participation in emerging science to test for SARS-CoV-2/Covid-19 in our wastewater. We sampled weekly during the month of May under a low-cost pro-bono program, then switched to monthly sampling in June. Like other researchers throughout the U.S. (and worldwide) we have helped to assemble some compelling data that shows the wastewater surveillance testing is an effective tool for early detection of trends in infection rates. At our meeting we will provide an update on this science, and summarize our findings to date, including our latest result from our sample collected on September 10.

SARS-CoV-2/COVID-19 - Loxahatchee River District's Sewer Service Area, Jupiter, Florida
 FDOH New Clinical Cases over Prior Week (zip codes 33458, 33477, 33469) &
 Biobot Case Estimate from Wastewater



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; 0	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	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	17,027; 1	0	986	not avail	\$ 34,561,002	101%	88%	90%	65%	0	1	2.0	0 > 200
	July	0%	6.2	0	0	510; 0	1	1,169	not avail	\$ 34,611,807	100%	90%	85%	30%	0	0	17.3	2 > 200
	Aug	0%	6.8	1	0	1,465; 0	0	1,168	2	\$ 35,735,564	100%	88%	85%	30%	1	0	13.0	2 > 400
Consecutive Months at Green		0	135	6	6	0	1	119	1	134	97	19	57	0	0	2	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
Sewage Spilled
Capital Projects (on time)
Employee Safety
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).
In our collection system, we had 3 sewage spills resulting in 1,465 gallons of sewage being spilled. None of these spills impacted surface waters. See Engineering Report for additional details.
Six out of 20 projects are on schedule. Beginning in October with the new fiscal year, staff will begin using a new methodology to better reflect how we are scheduling, tracking, and assessing timely performance of key projects.
One Maintenance Staff member was sent for medical treatment to address apparent eye, lung and skin irritation after being exposed to chlorine fumes as Plant Operators were dosing a concentrated bleach solution to Clarifier 2 - please see Jason's Operations Report for more details.
August rains and associated runoff depressed salinity conditions in North Bay - where (historically) some of the healthiest seagrass beds occurred in the Loxahatchee River. See Bud's report for more information about rainfall and seagrasses.
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 Trapper Nelson's (just downstream of the mouth of Cypress Creek). Two other sites (Cypress Creek mouth and Island Way Bridge) exceeded 200 cfu/100ml.

Loxahatchee River District

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

MEMORANDUM

TO: Governing Board
FROM: Administration Staff
DATE: September 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. Septage Receiving Policy – to approve policy
- B. Environmental Monitoring Policy – to approve policy
- C. IQ Water Renewal for Palm Beach County Schools – to approve agreement
- D. Submersible Pump Purchase – to approve purchase
- E. Portable Pump Purchase – to approve purchase
- F. Rocking Horse Lane Sub-Regional Line Charge – to approve charge
- G. Lift Station 291 Emergency Generator – recommendation of award
- H. Lift Station 163 Emergency Generator – to approve purchase
- I. Alternate A1A 24-Inch Force Main Cleaning and Inspection – recommendation of award
- J. Home Depot Open Purchase Order – to authorize annual purchase order
- K. Bulk Fuel Procurement – to authorize purchase
- M. Biosolids Processing (Solid Waste Authority) – to approve contract
- N. Odor Control (Evoqua) – to approve contract
- O. Biosolids Hauling (Synagro) – to approve contract
- P. Chlorine (Brenntag Mid-South) – to approve contract
- Q. Bill Printing and Postage (Arista) – to approve contract
- R. Bulk Polymer (SNF Polydyne) – to approve contract
- S. Septage Hauling Contract (Bradford) – to approve contract
- T. Fixed Asset Disposal – to approve disposal
- U. 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 September 17, 2020 as presented.”

Signed,

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

Item 5A

The Septage Receiving Policy will be presented at the October 2020 Board Meeting.

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



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

MEMORANDUM


TO: GOVERNING BOARD
FROM: D. ALBREY ARRINGTON, Ph.D.
DATE: SEPTEMBER 9, 2020
SUBJECT: ENVIRONMENTAL MONITORING POLICY

Staff have been working to improve governance of the District. In addition to reviewing and updating existing policies, staff are working to identify and draft ‘missing’ policies. One such ‘missing’ policy is an Environmental Monitoring Policy. The Loxahatchee River District has been conducting environmental monitoring since practically our inception.

On the following pages you will find a draft Environmental Monitoring Policy. This policy continues our systematic effort to identify and define policies as “a principle of action adopted by the LRD Governing Board.” Our goal in drafting this policy was to have it solidly rooted in the powers and duties explicitly authorized in our Enabling Act.

Therefore, I request your approval of the following motion:

“THAT THE GOVERNING BOARD approve the attached Environmental Monitoring Policy and direct the Executive Director to implement this policy with an effective date of September 18, 2020.”

	LOXAHATCHEE RIVER DISTRICT	Doc No:	LRD-POL-IS-10.00
		Effective Date	10/15/2020
		Revision History:	
Author: Albrey Arrington & Bud Howard		Revision No.	0
		Review Date:	
Issuing Department: Information Systems		Page:	Page 1 of 3

ENVIRONMENTAL MONITORING POLICY

Purpose

To establish the goals and objectives of our environmental monitoring efforts, which are ultimately intended to assess, quantify, and communicate the environmental impacts due to improperly functioning Systems within the Loxahatchee River watershed.

Policy

It is the policy of the Loxahatchee River Environmental Control District (LRD) to establish and support a program of environmental monitoring within the Loxahatchee River watershed to assess types, amounts, sources, and impacts of pollutants derived from or associated with improperly functioning Systems. This policy recognizes it may be necessary and appropriate to monitor environmental conditions at unimpacted sites (e.g., a control or reference site) to elucidate impacts from inadequate or failed Systems.

LRD's environmental monitoring efforts should be designed to:

- A. Collect the right kinds and amounts of data to assess public concerns and ecosystem impacts due to inadequate or failing Systems. Such data may include physical and chemical characteristics of surface water or groundwater (i.e., water quality); distribution, density, recruitment, and/or condition of relevant biota; and assessing potential contributions of Systems to climate change (e.g., greenhouse gas emissions). Such data should be collected at spatial and temporal scales adequate to assess System performance – recognizing that long-term monitoring and assessment efforts are critical to documenting and understanding degradation or recovery of environmental conditions over time.
- B. Collect reliable data. Samples and resulting data must be collected or generated in an unbiased, objective manner pursuant to established protocols (e.g., Wildpine Lab Quality Manual, Wildpine Lab Standard Operating Procedures, FDEP water sampling protocols). Data must be of known and documented quality (e.g., TNI, ISO/IEC Standards) from an accredited laboratory using certified methods whenever possible. Metadata should be maintained and include quality control criteria (e.g., data qualifiers).
- C. Make data accessible to the public, scientific community, and natural resource managers. Results from environmental monitoring efforts should be made freely available to the public (e.g., published on LRD website, incorporated into LRD's environmental education programs), appropriately archived (e.g., uploaded to FDEP's Watershed Information Network), communicated at technical conferences, and to the extent practical published in peer-reviewed journals. Such data should contribute to data-driven decision making within the LRD and other agencies, organizations, and stakeholders engaged in the Loxahatchee River watershed (e.g., SFWMD).

Authority: LRD Enabling Act, especially Sections 6 (22) and 6(24), Chapter 31-16

Date Approved by Governing Board: 10/15/2020

When practical, LRD's environmental monitoring efforts may:

- A. evaluate and implement suitable new technologies;
- B. use a hypothesis-driven approach;
- C. conduct controlled experiments to elucidate underlying mechanisms; and
- D. collaborate with others when such collaboration improves the extent, quality, reliability, or efficiency of data collection, analysis, dissemination, or publication.

Authority

The authority for this policy is derived from the LRD Enabling Act, which states:

Section 6(22) *"To investigate complaints caused by inadequate services or operation."*

Section 6(24) *"To provide necessary laboratories and facilities for testing of operating systems."*

Definitions

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

- A. System: any water system, sewer system, or water and sewer system; a system for the collection, treatment, and disposal of solid waste; a storm and surface drainage system; or a combination thereof.
- B. Compliance Monitoring: is monitoring conducted to ensure that a regulated entity is remaining compliant with applicable environmental permits, regulations, and laws.
- C. Ecosystem: an ecological unit in which the biological, physical, and chemical components of the environment interact.
- D. Environment: the surroundings of an organism, including the plants, animals, and microbes with which it interacts.
- E. Environmental Education: the process by which individuals develop a deeper knowledge of the environment, awareness of effective solutions, and increased motivation to implement solutions.
- F. Environmental Monitoring: the observation and study of the environment, typically involving collecting samples and specimens of or from water, land, air, or biota to determine if any physical or biological factors are negatively impacting ecosystems. Such observation and study may include surveillance or compliance monitoring.
- G. Pollutant: a by-product of human activity that causes harm to human health and/or the natural environment.
- H. Solid waste: means any garbage or refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, resulting from industrial, commercial, domestic, and agricultural operations, and from community activities.
- I. Stormwater: means rainwater that runs off streets, lawns, and other sites and includes water discharged to manage flooding, i.e., flood control discharges.
- J. Surface Water: means water upon the surface of the earth.
- K. Surveillance Monitoring: repeated, standardized measurement of ecological variables at a site or sites to investigate possible temporal and/or spatial trends.
- L. Wastewater: also known as sewage, means water containing wastes from households, commercial facilities, and industrial operations; it may be mixed with surface water, stormwater, or groundwater that infiltrated the collection system.
- M. Watershed: the area drained by a given waterbody.
- N. Water supply: a source, means, or process of supplying water as for a community.
- O. The NELAC Institute (TNI): a national accreditation program for environmental laboratories.

Relevant Procedures

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

- A. Wildpine Lab Quality Manual
- B. Wildpine Lab Standard Operating Procedures

Relevant Policies

The following policies may relate to this policy:

- A. Environmental Education Policy

Policy Questions

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

Item 5C

The IQ Water Renewal for Palm Beach County Schools will be presented at the October 2020 Board Meeting.

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.

FROM: Kris Dean, P.E., Director of Engineering Services

DATE: September 10, 2020

SUBJECT: Submersible Pump Purchase

The District has standardized to Flygt Submersible pumps as manufactured and supplied by Xylem Water Solutions USA. Periodically we make a replacement submersible pump purchase to replenish inventory. Attached you will find a quote for purchase of 5 model NP-3102.070 5 horsepower submersible pumps and 1 model 3127.070 10 horsepower submersible pump.

Staff recommend the following motion:

“THAT THE DISTRICT GOVERNING BOARD authorize the purchase of replacement submersible pumps from Xylem Water Solutions USA, Inc. in the amount of \$51,323.75.



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

July 29, 2020

LOXAHATCHEE RIVER DISTRICT
2500 JUPITER PARK DR
JUPITER FL 33458-8962

15132 Park Of Commerce Blvd.
Suite 102
Jupiter, FL 33478
Tel (561) 848-1200
Fax (561) 848-1299

Quote # 2020-WEP-0564
Project Name: PUMPS
Job Name:

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment.

REPLACEMENT PUMPS			
Qty	Part Number	Description	Extended Price
*PRICING PER ORANGE COUNTY CONTRACT			
5	3102.070-0052	Flygt Model NP-3102.070 4" volute Submersible pump equipped with a 230 Volt / 3 phase / 60 Hz 5 HP 1750 RPM motor, 462 impeller, 1 x 50 Ft. length of SUBCAB 4G4+2x1,5 submersible cable, FLS leakage detector, volute is prepared for Flush Valve	\$ 39,942.75
1	3127.070-0029	Flygt Model NP-3127.070 4" volute Submersible pump equipped with a 230 Volt / 3 phase / 60 Hz 10 HP 1750 RPM motor, 487 impeller, 1 x 50 Ft. length of SUBCAB 4G6+2x1,5 submersible cable, FLS leakage detector, volute is prepared for Flush Valve FLS DISCONNECTED	\$ 11,381.00
Total Price			\$ 51,323.75

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.
Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2020)
See Freight Payment (Delivery Terms) below.

Taxes: State, local and other applicable taxes are not included in this quotation.



Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Terms of Delivery: Prepaid

Terms of Payment: 100% N45 after invoice date.
Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.

Validity: This Quote is valid for ninety (90) days.

Schedule: Please consult your local Flygt Branch Office to get fabrication and delivery lead times.

COVID 19: Delivery lead-times may be impacted by the current COVID-19 virus pandemic relative to transportation logistics.

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Sincerely,

Blaise Uriarte

Blaise Uriarte
Technical Inside Sales
Phone: 561-517-8719

blaise.uriarte@xyleminc.com





Xylem Water Solutions USA, Inc.
Flygt Products

Customer Acceptance

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #: 2020-WEP-0564
Customer Name: LOXAHATCHEE RIVER DISTRICT
Job Name:
Total Amount: \$ 51,323.75
(excluding freight)

Signature: _____	Name: _____ (PLEASE PRINT)
Company/Utility: _____	PO: _____
Address: _____	Date: _____
_____	Phone: _____
_____	Email: _____
_____	Fax: _____



Item 5E

The Portable Pump Purchase will be presented at the October 2020 Board Meeting.

Loxahatchee River District

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

MEMORANDUM

TO: GOVERNING BOARD

FROM: D. ALBREY ARRINGTON, Ph.D. 

DATE: SEPTEMBER 10, 2020

SUBJECT: ROCKING HORSE LANE SUBREGIONAL LINE CHARGE – RULE 31-10.005(5)(C)

Our Strategic Plan, as approved by the Governing Board, calls for staff to improve master planning of our collection and transmission system. As such, Mr. Dean has worked to design, permit, and construct a low pressure sewer collection and transmission system to serve twelve unsewered properties associated with Rocking Horse Lane (see graphic below).

Because of the sequence of facility design and construction, this project, essentially a low pressure force main and associated appurtenances, is proposed to be paid for using our subregional line charge mechanism, i.e., LRD Rule Chapter 31-10.005(5). We last implemented a subregional line charge in 2019 when we implemented the Inlet Village Subregional Line Charge [31-10.005(5)(b)].

In order to equitably distribute costs for Rocking Horse Lane Subregional Collection Facilities (i.e., expanded low pressure sewer collection and transmission system and appurtenances to serve twelve properties in proximity to Rocking Horse Lane), staff have quantified the number of equivalent connections (~wastewater flow) the Rocking Horse Lane Subregional Collection Facilities will likely serve. Based on the best available information, LRD staff assert the Rocking Horse Lane Subregional Collection Facilities will serve up to 29 equivalent connections. When we divide the cost of the Rocking Horse Lane Subregional Collection Facilities (\$17,032.00) by the number of equivalent connections those facilities will ultimately serve (29 equivalent connections), we find the Rocking Horse Lane Subregional Collection Facilities cost is \$597.61 per equivalent connection.

Therefore, I have drafted proposed revisions to Rule 31-10.005(5) incorporating the Rocking Horse Lane Subregional Line Charges at \$597.61 per equivalent connection. Pursuant to existing rule language, subregional line charges are adjusted annually based on the 10-Year Treasury Rate published by the US Department of Treasury on February 1st. For simplicity, we have provided the suggested revisions to LRD Rule 31-10.005(5) below. No action is necessary at this time. Rather, Board action to incorporate this subregional line charge will be addressed next month as a revision to LRD Rule 31-10.005(5).



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

LRD Rule 31-10.005 (existing text, **proposed additions**, ~~proposed deletions~~)

(5) Subregional Line Charges. Subregional Line Charges. The District may, based on environmental public welfare, engineering and/or financial considerations, construct and extend Subregional Collection Facilities to Existing Residential and/or non-residential properties. The District shall collect the costs of extending the Subregional Collection Facilities through the apportionment of the Costs to each of the benefited properties. Such charges shall be payable commencing when the equivalent connection is connected to the Regional Wastewater System of the District, or within one year of the time the connection is available, whichever occurs first. All sub-regional line charges shall be adjusted each April 1st based on the 10-Year Treasury Rate published by the US Department of Treasury on February 1st.

(5)(a) Western Indiantown Road Subregional Collection Facilities: Subregional Transmission System Line Charges for the Western Indiantown Road Subregional Collection Facilities shall be \$1,791.72 per E.C. through March 31, 2021. Commitment of service shall not exceed those total capacity limitations as authorized for commitment by the Governing Board of the District. The full amount of the Subregional Line Charges shall be due and payable at the time commitment of service is made. Those buildings or structures having certificates of occupancy prior to January 20, 2012, the date this transmission system line was deemed available, may finance this Subregional Line Charge over twenty (20) years at 6.875% interest, with no pre-payment penalty, to be collected by Non-Ad Valorem tax roll.

5(b) Inlet Village Subregional Line Charge for Inlet Village Subregional Collection Facilities. The rate of the Inlet Village Subregional Line Charge shall be \$2143.43 per equivalent connection (E.C.) through March 31, 2021. Commitment of service shall not exceed those total capacity limitations as authorized for commitment by the Governing Board of the District. The full amount of the Subregional Line Charges shall be due and payable at the time commitment of service is made, except those buildings or structures having certificates of occupancy prior to the date this transmission system line is deemed available, may finance this Subregional Line Charge over twenty (20) years at 6.875% interest, with no pre-payment penalty, to be collected by Non-Ad Valorem tax roll.

5(c) **Rocking Horse Lane Subregional Line Charge for Rocking Horse Lane Subregional Collection Facilities. The rate of the Rocking Horse Lane Subregional Line Charge shall be \$597.61 per equivalent connection (E.C.) through March 31, 2021. Commitment of service shall not exceed those total capacity limitations as authorized for commitment by the Governing Board of the District. The full amount of the Subregional Line Charges shall be due and payable at the time commitment of service is made, except those buildings or structures having certificates of occupancy prior to the date this transmission system line is deemed available, may finance this Subregional Line Charge over twenty (20) years at 6.875% interest, with no pre-payment penalty, to be collected by Non-Ad Valorem tax roll.**

Loxahatchee River District

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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: July 8, 2020

SUBJECT: Award of Construction Contract: Lift Station 291 Emergency Generator

This project provides for an emergency generator and automatic transfer switch at Lift Station 291, a significant repump station located in Jupiter Country Club, west of the Turnpike.

Holtz' recommendation of award and bid details are attached, recommending award to Hinterland Group, Inc.

Staff recommend the following motion:

“THAT THE DISTRICT GOVERNING BOARD award the Lift Station 291 Emergency Generator construction contract to Hinterland Group, Inc. in the amount of \$52,250.00 and a contingency in the amount of \$5,250.



HOLTZ CONSULTING ENGINEERS, INC

August 28, 2020

Mr. Kris Dean, PE
Deputy Executive Director/Director of Engineering Services
Loxahatchee River Environmental Control District
2500 Jupiter Park Drive
Jupiter, FL 33458

**Subject: Lift Station #291 Emergency Generator Project
Recommendation of Award to Hinterland Group, Inc.**

Dear Mr. Dean,

On August 18, 2020 at 2:00 p.m. bids were opened for the referenced project. There were (2) two bids accepted for the project as follows:

Bidder	Total Bid Amount	Acknowledged Addenda?	Included Bid Security?	Attended Pre-Bid Meeting?
Hinterland Group, Inc.	\$52,250.00	Y	Y	Y
Zabatt Engine Service	\$59,567.21	Y	Y	Y

The bids were reviewed by Holtz Consulting Engineers, Inc. (HCE) to evaluate whether the bids were responsive to the bid submittal requirements. The apparent low bidder was Hinterland Group, Inc. with a Total Bid Amount of \$52,250.00. Their bid was reviewed and included the required bid bond in the amount of ten percent of their bid from an acceptable surety company according to the US Department of Treasury. They acknowledged receipt of the addenda in the bid form. The other forms and information required to be submitted with their bid appear to be in order. They also attended the pre-bid meeting. We therefore consider the bid submitted by Hinterland Group Inc. to be responsive.

Hinterland Group, Inc. has successfully completed multiple generator and electrical installation projects in South Florida, including some projects for which HCE has served as the engineer of record. Hinterland Group, Inc. will self-perform all of the work for this project, including electrical and civil elements. Hinterland Group, Inc. is a corporation in good standing with the Florida Department of State Division of Corporations. We therefore consider Hinterland Group, Inc. to be a responsible bidder.

Based on the above information, Holtz Consulting Engineers, Inc. considers Hinterland Group Inc. to be the low responsive and responsible bidder and recommends that they be awarded the contract for the Lift Station #291 Emergency Generator project in the Total Bid Amount of \$52,250.00.



HOLTZ CONSULTING ENGINEERS, INC

Sincerely,
HOLTZ CONSULTING ENGINEERS, INC.

A handwritten signature in blue ink, appearing to read 'Christine Miranda', is written over the printed name.

Christine Miranda, PE
Principal Engineer

Loxahatchee River District

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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: July 8, 2020

SUBJECT: Owner Furnished Equipment: Award of Contract for Lift Station 163 Emergency Standby Generator and Automatic Transfer Switch (ATS)

Lift Station 163 has been identified as priority station for an emergency standby generator installation. District staff has coordinated with ACF Power Systems, Inc. to direct purchase the generator and ATS for the project and provide this equipment to the construction contractor for installation. This method allows the District to utilize its tax exempt status for savings on the purchase and allows the equipment to be ordered ahead of the construction contract award thereby shortening the construction contract period due to long lead times of this equipment.

The District will “piggy-back” on the existing Florida Sherriff Association, and the Florida Association of Counties (FSA&AC) contract with ACF Power Systems, Inc. for 125KW Generator Package Specification Item # 102 and 600A Automatic Transfer Switch Specification # 80 with contract upgrades as detailed in the attached quote. Below is a summary of the generator and automatic transfer switch to be purchased.

(1) Generac SD130 w/250A ATS \$49,055.00 each

Staff recommend the following motion:

“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 September 10, 2020 in the amount of \$49,055.00.”



A-F Standby Systems
Power Generation



0020385928

Date: September 10, 2020

Reference: Loxahatchee River Environmental Control District-LS 163

We are pleased to offer the following quote for the above project:

FSA 19-VEH17.0 CAB & CHASSIS TRUCKS AND HEAVY EQUIPMENT

125KW Generator Package Specification Item #102 / 2019-2020

Lift Station 163

- 125W Generator Package Specification Item # 102 2019 Generac SD130..... \$ 35,100.00
- Downgrade to 100kw\$ **-1,425.00**
- Upgrade to Permanent Magnet Generator (PMG)\$ 1,100.00
- Upgrade to Alternator To 130kw\$ 1,030.00
- Upgrade to Level 2 Aluminum Enclosure.....\$ 2,810.00
- Upgrade to 72 Hour Fuel Tank\$ 2,000.00
- Upgrade to 2nd 250A breaker\$ 1,320.00
- Optional Equipment HUIO Device.....\$ NC

Sub-Total: \$ 41,935.00

- 600 Amp ATS Package Specification # 80 2019 Generac 600 Amp ATS..... \$ 7,100.00
- Downgrade to an 250A (Non Service Entrance Rated).....\$ **-1,500.00**
- Optional Equipment NEMA 4X Enclosure.....\$ 1,520.00

Sub-Total: \$ 7,120.00

Total investment for the above equipment (Not including any applicable tax):\$ 49,055.00

Based on (2) 20 HP Pumps starting across the line. One 20HP at a time. See sizing report.

We are pleased to offer the following quote for the above project:

Lift Station 163

Quantity 1 - Generac Industrial diesel engine-driven generator set with turbocharged/aftercooled 6-cylinder 6.7L engine, consisting of the following features and accessories:

- Stationary Emergency-Standby rated
- **100 kW Rating, wired for 120/240 VAC three phase, 60 Hz**
- Permanent Magnet Excitation

- ***With upsized 130 kW alternator***
- **Level 2 Acoustic Enclosure, Aluminum**
 - **Industrial Grey Baked-On Powder Coat Finish**
 - **180 MPH Wind Load Certified**
- UL2200
- EPA Certified
- H-100 Control Panel
 - Meets NFPA 99 and 110 requirements
 - Temp Range -40 to 70 degrees C
 - Digital Microprocessor:
 - Two 4-line x 20 displays, full system status
 - 3 Phase sensing, +/-0.25% digital voltage regulation
 - RS232, RS485 and Canbus remote ports
 - Waterproof connections
 - All engine sensors are 4-20ma for minimal interference
 - Programmable I/O
 - Built-in PLC for special applications
 - Engine function monitoring and control:
 - Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-Manual switch
 - Isochronous Governor, +/-0.25% frequency regulation
 - Full system status on all AC output and engine function parameters
 - Service reminders, trending, fault history (alarm log)
 - I2T function for full generator protection
 - Selectable low-speed exercise
 - HTS transfer switch function monitoring and control
 - 2-wire start controls for any 2-wire transfer switch
- 110 AH, 925 CCA Group 31 Battery, with rack, installed
- 150 MPH Wind Load Certified
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- Coolant Heater, 1500W
- **36" 510 Gallon Double-Wall UL142 Basetank**
 - **Mechanical fuel level indicator gauge**
 - **Electronic fuel level sender**
 - **Emergency Vent**
- 3 Owner's Manuals
- 120V GFCI and 240V Outlet
- **MLCB, 100% rated thermal-magnetic**
 - **250 Amp**
- **Secondary MLCB, 100% rated thermal-magnetic**
 - **250 Amp**
- ***2-Year Comprehensive Warranty***

Quantity 1 - PSTS Series Automatic Transfer Switch consisting of the following features and accessories:

- **Standard Open Transition**
- 32F - Inphase Transfer
- Contactor-Based Design
- **260 Amp, 3 Pole, 120/240 VAC three phase**
- CSA C22.2 Certified
- CUL Listed
- UL1008 Listed
- **NEMA 4X Enclosure**
- ATC-300+ Microprocessor-Based Controller
 - 2-Line, 32-Character Alphanumeric LCD Display
 - Front Panel Mimic Diagram with colored LEDs for Source/Load Indication
 - Standard Features:

- Sensing and Programmable Setpoints for both Normal (S1) and Emergency (S2): Under-voltage/Under-frequency, Over-voltage/Over-frequency; Voltage Unbalance Sensing and Phase Reversal for all phases
- Adjustable Time Delays: Engine Start, Transfer Normal to Emergency & Emergency to Normal, Engine Cooldown, Emergency Fail
- Pushbutton for Bypassing Time Delays on Transfer/Retransfer
- Test Pushbutton
- Contacts for Go to Emergency (S2)
- MODBUS Communication
- Digital Programmable Plant Exerciser:
 - Off, 1-Day, 7-Day, 14-Day, 28-Day Intervals
 - Adjustable 0-600 Minutes Run Time
 - Selectable for Load or No Load
- Auxiliary Contacts:
 - Normal (S1) Source Present (2 Form C)
 - Emergency (S2) Source Present (2 Form C)
 - Normal (S1) Position Indication (1 Form C)
 - Emergency (S2) Position Indication (1 Form C)
 - Pre-Transfer Signal Contacts (1 Form C)
- 32F - In-Phase Transition
- 41A - 100W Space Heater with Adjustable Thermostat
- 42 - IBC/CBC Seismic Qualified
- 36 - Load Shed from Emergency
- Normal Terminal Mechanical Lugs, Customer Connection: (2) 1/0-250MCM or (1) 1/0-750MCM per phase
- Emergency Terminal Mechanical Lugs, Customer Connection: (1) 1/0-750MCM or (2) 1/0-250MCM per phase
- Load Terminal Mechanical Lugs, Customer Connection: (1) 1/0-750MCM or (2) 1/0-250MCM per phase
- Neutral Terminal Mechanical Lugs, Customer Connection: (6) 250MCM-500MCM
- **2-Year Extended Warranty**

Quantity 1 - Start-up and testing Including a **2-hour** load bank test, **M-F, 8A-5P, No Holidays**. Maximum if one trip for this start-up. It is the contractor's responsibility to ensure this generator set is completely installed, and all fuel tank testing is completed before the start up is scheduled. If at time of start-up, the installation is incomplete and/or no fuel available, an additional trip will be required to complete this start-up. Additional trip(s) will be billed our customer.

NOTES:

- Field start-up and testing conducted by a Factory Trained Certified Technician
- Onsite training to be done on the same day as start-up
- Start-up and testing is limited to one (1) day on site as described above.
- Load Bank Testing will be done using a resistive type load bank.

Access within 50 feet of the generator must be provided for the load bank test. If the distance between the load bank and the generator is greater than 50 feet, we reserve the right to quote this start-up and load bank testing. The distance must be provided to calculate the required additional cable and cost for this testing.

Quantity 1 - Freight to Job-site Offloading By Others

Clarifications and Exceptions:

- No Enclosure Wind Load P.E. Calculations. Optional adder.
- Buyers referenced to local, state, or federal government requirements.
- No Anchoring Calculations and/or anchors.
- Fire Pump ATS Provided by Others
- No Offloading.
- No installation.
- No rigging.
- No power systems or selective coordination study.
- Equipment performance beyond manufacturer's design.

- No Storage or insurance.
- No third-party electrical apparatus testing / inspections, and/or special testing (emissions, noise, harmonics, etc...
- NO NETA Testing Must be performed by third party agency.
- No Special testing equipment (oscilloscope, thermal camera, harmonic analyzer, InfraRed, etc...
- No general, civil and/or plumbing work or materials.
- No electrical and/or mechanical work including materials.
- No engineering or permitting.
- No third-party testing agency.
- If this project is an AHCA project and AHCA does not approve quote additional cost could occur to make AHCA Compliant.
- No Sound Testing by ACF.
- No fuel or equipment rental.
- No Sub-base in field pressure integrity testing.
- No Maintenance Contract by ACF.

Notes

1. This Quotation is based upon Engineering Specifications ___N/A_____ & Drawings N/A. No other sections shall apply. Based of sizing by engineer
2. Quotation is valid for 60 days. If not released to production within 60 days, pricing, delivery extension and escalation charges may apply.
3. ACF Standby Systems is not responsible for any delays in delivery due to Act of Nature, explosion, fire, strikes, accidents, war, terrorism, flood, accidents or other causes beyond our company control. Quoted shipping schedules are not guaranteed and subject to change without notice. In no case is ACF Standby Systems responsible for incidental or consequential damages.
4. ACF Standby Systems does not accept liquidated damages as a part of third party contracts.
5. Equipment will be invoiced (and payment expected according to ACF's Terms and Conditions) at the time of shipment or when ready to ship from point of origin. Delays by the buyer may result in storage fees and/or additional freight charges.
6. The warranty is that of the above-named manufacturer(s). Refer to the manufacturer's warranty statement for details. No special warranty is implied. The Manufacturer's warranty begins on the day of start-up or 6 months after shipment, whichever occurs first, not substantial completion. It is the contractor's responsibility to coordinate start-up along with the date of substantial completion.
7. If the generator set is not installed and ready for startup within 6 months of shipment it will require long term storage procedures. Please refer to the Operation and Maintenance Manual for such requirements. All costs related to long term storage is the responsibility of the purchaser. Failure to follow these procedures may void warranty and affect equipment operation. Contact ACF Standby Systems for assistance.
8. Additional sets of O&M manuals are available at an additional cost. The manufacturer's standard format shall apply. Custom O&M manuals will be available at an additional charge.
9. Startup services will not proceed until the buyer's account is current and in good standing.
10. Quotation does not include offloading, rigging, anchoring, installation, exhaust plumbing, exhaust insulation, fuel or permitting.
11. ACF Standby Systems is not responsible for testing of fuel tank(s) provided by any party. Fuel tank testing, as required by FDEP (Florida Department of Environmental Protection) Chapters 62-761 and 62-762, is the responsibility of the installing Contractor and Generator Permit Applicant. ACF Standby Systems LLC is not responsible for damages or costs incurred by any party, when a fuel tank is filled before field testing required under FDEP or testing mandated by a Local Inspector of Authority under FBC, is performed.
12. Pricing is subject to ACF Standby Systems Payment Terms.

Terms and Conditions

This proposal is subject to ACF Terms and Conditions of Sale, attached.

Sincerely,

Thank You,

John Agnes



www.ACFStandbySystems.com

John Agnes

Sales Engineer

Mobile (352) 277-6403

Fax (813) 621-6980

Email j.agnes@acfpower.com

Connect

Acceptance of Quote

Prior to ordering equipment or services, please sign and return as a confirmation of the content of this proposal and the attached terms and conditions

Customer Signature

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

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



MEMORANDUM

TO: D. Albrey Arrington, Ph.D.

FROM: Kris Dean, P.E., Director of Engineering Services

DATE: September 10, 2020

SUBJECT: Award of Construction Contract: Alternate A1A 24-Inch Force Main Cleaning and Inspection

This project provides cleaning and inspection of the 24-inch subaqueous force main crossing the Loxahatchee River at Alternate A1A. This project's Notice to Proceed will be coordinated with commissioning of the Alternate A1A/Damon Bridge Force Main and 16" Force Main Extension projects. Commissioning of both projects is scheduled pending retesting of the Alternate A1A/Damon Bridge Force Main aerial crossing after repairs were completed.

Baxter and Woodman's recommendation of award and bid details are attached, recommending award to Metro Express, Inc..

Staff recommend the following motion:

“THAT THE DISTRICT GOVERNING BOARD award the Alternate A1A 24-Inch Force Main Cleaning and Inspection construction contract to Metro Express, Inc. in the amount of \$365,000.00 and a contingency in the amount of \$36,500.00.

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

September 9, 2020

Mr. Kris Dean
Deputy Executive Director/Director of Engineering
Loxahatchee River District
2500 Jupiter Park Drive
Jupiter, FL 33458

**Subject: Loxahatchee River Environmental Control District
Alternate A1A 24-Inch Force Main Cleaning & Inspection
Recommendation of Award**

Dear Mr. Dean:

On Tuesday, August 25, 2020 at 2:00 P.M., bids were received by the Loxahatchee River District for the Alternate A1A 24-Inch Force Main Cleaning & Inspection project. Two (2) bids were received as follows:

<u>Name of Bidder</u>	<u>Total Base Bid Price</u>
1. Metro Express, Inc.	\$365,000.00
2. DBF Construction, LLC	\$542,000.00

We have reviewed the bid proposals submitted by each of the Contractors and have not found any mathematical errors with any of the bids submitted. The Bid Tabulation Sheet is attached.

The following summarizes our findings for the low bidder:

Metro Express, Inc..

- Acknowledged Addendum No. 1 and Addendum No. 2
- Provided Bid Bond (10%).
- Schedule of Bid Prices were filled out correctly.
- Company Financial information were provided and is acceptable.
- Provided Questionnaire.
- Company Headquarters is based in Medley, Florida.

Baxter & Woodman, has contacted references for Metro Express, Inc. and has received satisfactory feedback. It appears that Metro Express, Inc. should be able to complete a project of this size based on past working experience in South Florida. They also have the required equipment and manpower available to complete the project. Baxter & Woodman therefore recommends award of the Construction Contract to Metro Express, Inc. in the amount of \$365,000.00, based on the Company being the lowest responsive bidder and providing the best value to the District.

If you have any questions regarding the information presented, please contact us at 561-655-6175.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Sira "Jockey" Prinyavivatkul, P.E.
Florida Water & Wastewater Department Manager

LOXAHATCHEE RIVER DISTRICT

ALTERNATE A1A 24-INCH FORCE MAIN

CLEANING & INSPECTION

BID DATE 8/25/20 @ 2:00 P.M.

BID TABULATION SHEET

				Metro Express, Inc.		DBF Construction, LLC	
Item #	Description	Est. Qty.	Units	Price Bid	Total	Price Bid	Total
1	Mobilization, Insurance and Bonds (8%)	1	LS	\$15,000.00	\$15,000.00	\$28,000.00	\$28,000.00
2	Maintenance of Traffic	1	LS	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00
3	Professional Audio/Video of Construction Site	1	LS	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
4	NPDES Permit/Erosion Protection Measures	1	LS	\$3,000.00	\$3,000.00	\$10,000.00	\$10,000.00
5	Inspection Access Pit (20'x10') and Restoration	2	EA	\$60,000.00	\$120,000.00	\$56,000.00	\$112,000.00
6	Access To Existing 24" FM	2	EA	\$39,145.00	\$78,290.00	\$56,000.00	\$112,000.00
7	Cleaning Existing 24" FM	1	LS	\$20,000.00	\$20,000.00	\$110,000.00	\$110,000.00
8	Closed Circuit Television Inspection 24" FM	1	LS	\$100.00	\$100.00	\$15,000.00	\$15,000.00
9	Non-Destructive Testing 24" FM	1	LS	\$118,610.00	\$118,610.00	\$140,000.00	\$140,000.00
TOTAL BASE BID PRICE					\$365,000.00		\$542,000.00
Bid Bond				YES		YES	
Addendum No. 1				YES		YES	
Addendum No. 2				YES		YES	
Questionnaire				YES		YES	

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: September 11, 2020
Subject: Authorize FY 2021 Open Purchase Order to Home Depot

In accordance with the District's Procurement Policy, Board approval is required for an Open Purchase Order when aggregate fiscal year spending for a vendor is anticipated to exceed \$50,000.

The District is requesting Board consideration and approval of an Annual Open Purchase Order to be issued to Home Depot in the amount of \$60,000. Purchases made against this Annual Open Purchase Order will be for various maintenance, repair, operating supplies, industrial supplies and related products (nuts, bolts, saw blades, ant killer, concrete, bagged lime, etc.) totaling less than \$500. Purchases will be made utilizing the OMNIA Partners contract 16154.

The Open Purchase Order was budgeted in fiscal year 2021. All individual purchases under the Open Purchase Order will be completed in accordance with the District's Procurement Policy. The Open Purchase Order amount is based on historical spending trends.

The following motion is suggested for approval:

“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute an annual Open Purchase Order to Home Depot at a total cost not to exceed \$60,000 for maintenance, repair, operating supplies, industrial supplies, and related products, in accordance with the District Procurement Policy. “

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



To: Governing Board
From: Kara Fraraccio, Director of Finance and Administration
Date: September 11, 2020
Subject: Authorize FY 2021 Fuel Procurement

The District is requesting Board approval to purchase bulk fuel (i.e., off-road diesel, on-road diesel, and unleaded gasoline) during the fiscal year 2020 for the following not to exceed quantities:

Diesel No. 2	80,000 Gallons
Unleaded Fuel	1,500 Gallons

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

Procurement of bulk fuel (essentially a commodity with highly dynamic daily pricing) does not naturally fit into our existing Procurement Policy. Therefore, we are seeking your approval of the quantity of fuel we anticipate needing in FY 2021. We will follow our bulk fuel procurement procedure described below:

1. Determined there is a need for bulk fuel
2. Obtain real-time bulk fuel availability and pricing from a minimum of three bulk fuel vendors (e.g., Glover Oil Company, Inc., Palmdale Oil Company, Martin County Petroleum).
3. Place order with bulk fuel provider that (1) has the needed fuel available and (2) has the best total unit cost on that date.

The District can purchase bulk fuel by piggybacking the City of Port St. Lucie's contract through July 1, 2023; however, we have found that we can obtain bulk fuel at a lower cost by shopping around in the manner described above.

The following motion is suggested for approval:

"THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to purchase bulk diesel and unleaded fuel in quantities not to exceed Diesel No. 2 of 80,000 Gallons and Unleaded Fuel of 1,500 Gallons using the District's bulk fuel procurement procedure."

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

FROM: Jason A. Pugsley, P.E.
Operations – Plant Manager

DATE: September 11, 2020

SUBJECT: Fiscal Year 2021 – Annual Purchase Order for Sludge Processing and Disposal with
Solid Waste Authority of Palm Beach County

This is a budgeted item in the FY 2021 budget in the amount of \$720,000.

The District processes and dewater biosolids onsite which are then hauled to the Solid Waste Authority of Palm Beach County (SWA) Biosolids Processing Facility (BPF) for further treatment and disposal. The SWA BPF employs a heating process which dries and converts the biosolids to a pelletized form which is then distributed as a Class AA biosolids fertilizer. The terms of the District's agreement with SWA require the District to pay unitized cost for Operation and Maintenance (O&M) of the BFP. The unitized cost is determined annually and is based on the estimated biosolids tonnage to be processed at the facility by all participating members and the estimated operating cost of the BFP. For Fiscal Year 2021 the unitized treatment cost is \$54.87/ton. This represents a 2.96% increase over the Fiscal Year 2020 unitized cost of \$53.29. The District estimates that it will haul and dispose of up to 12,500 wet tons of biosolids at the BFP during Fiscal Year 2021.

Staff recommends the following motion:

“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute an annual purchase order to Solid Waste Authority of Palm Beach County for the processing and disposal of biosolids at the Biosolids Processing Facility for Fiscal Year 2021 in accordance with the Interlocal Government Agreement for Biosolids Processing in an amount Not-to-Exceed \$685,875.00.

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

MEMORANDUM



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

FROM: Jason A. Pugsley, P.E.
Operations – Plant Manager

DATE: September 11, 2020

SUBJECT: Fiscal Year 2021 - Annual Purchase Order Authorization for Evoqua Odor Control Contract Pricing Extension

The amount included in the District's FY 2021 budget is sufficient to cover the amount of this request.

Evoqua Water Technologies, Inc. (Evoqua) supplies the District with chemicals and equipment that assists with odor control and/or corrosion control at our plant site and within the collection system. Evoqua has an executed contract in place with Lee county and has extended the offer to the District to "piggy-back" the executed Lee County contract for our wastewater odor and corrosion control program. The Lee County contract includes an initial three-year period which is effective May 14, 2018 through May 13, 2021. At that point, Lee County has the option of extending the contract for three, additional one-year renewals.

Lee County utilizes a significant amount of chemicals and equipment through Evoqua. As such, the pricing offered under the current contract provides the District with a competitive pricing advantage when compared to the pricing the District would likely receive if we were to bid the items ourselves. The current authorization request is through May 13, 2021. If and when Lee County exercises the first one-year renewal term, Staff will prepare and submit a separate authorization to cover the anticipated expenses for the remainder of FY2021 (i.e. May 14, 2021 through September 30, 2021).

There is an additional cost included in this purchase order request for the monthly maintenance of the Sludge Storage Tank LO/PRO odor control system. The cost of this maintenance is not covered under the current Lee County piggy-back contract. Evoqua is the manufacturer of the LO/PRO odor control system and, as such, is the sole source service provider for the system. A Sole Source letter from Evoqua indicating same is attached per the District's procurement policy.

It should be noted that there is no increase in the unit costs from the original approved contract.

Staff recommends the following motion:

"THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute a purchase order to Evoqua Water Technologies, Inc. for the continued supply of odor and corrosion control chemicals and services, in accordance with a "piggy-back" of Lee County contract for the period from October 1, 2020 through May 13, 2021, in an amount Not-to-Exceed \$245,000.00" and " THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute a Purchase Order to Evoqua Water Technologies, Inc. for monthly maintenance, for the period from October 1, 2020, through May 13, 2021, of the Sludge Storage Tank Odor Control System in an amount Not-to-Exceed \$16,728.00."

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



September 3, 2020

Jason A. Pugsley, P.E.
Loxahatchee River District
2500 Jupiter Park Drive
Jupiter, FL 33458-8964
Email: jason.pugsley@lrecd.org

RE: LO/PRO® SCRUBBER SERVICE

Dear Mr. Pugsley:

Evoqua Water Technologies LLC is the only factory trained and authorized provider of Scrubber services on our line of odor control scrubber systems. This includes the LO/PRO® wet scrubber lines manufactured exclusively from our San Diego, CA facility. LO/PRO is a registered trademark of Evoqua Water Technologies LLC.

If you have any questions or need additional information, please do not hesitate to contact me at (951) 326-7415.

Sincerely,

Evoqua Water Technologies LLC

Eric Hansen

Eric Hansen
Technical Sales Representative

Loxahatchee River District

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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: Jason A. Pugsley, P.E.
Operations – Plant Manager

DATE: September 11, 2020

SUBJECT: Fiscal Year 2021 – Annual Purchase Order for Biosolids Hauling Services with Synagro South, L.L.C.

This is a budgeted item in the FY 2021 budget in the amount of \$153,000.00

In August 2018, the District's Governing Board entered into an agreement with Synagro South, L.L.C. The contract provides for the hauling of dewatered biosolids from the District's Wastewater Treatment Plant (WWTP) to the Solid Waste Authority biosolids drying and processing facility. The terms of the agreement included an initial period of two (2) years from October 1, 2018 through September 30, 2020. The initial period covered services during Fiscal Year's 2019 and 2020. The agreement also provided, at the sole option of the District, that the District's Governing Board may extend the agreement for up to three (3) additional one-year periods.

It is the opinion of staff that Synagro South, L.L.C. has done a satisfactory job, and we support continuing our contract for Fiscal Year 2021 (October 1, 2020 through September 30, 2021) under Year 1 of the additional three, (1) one-year periods. Per the executed contract agreement, all contract unit prices will be increased 0.6% based on the consumer price index (CPI).

Staff recommends the following motion:

“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute an annual purchase order to Synagro South, LLC in accordance with the contract specifications and their bid dated August 6, 2018, for the offsite hauling of dewatered biosolids for Fiscal Year 2021 in an amount Not-to-Exceed \$150,000.00”

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



MEMORANDUM

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

FROM: Jason A. Pugsley, P.E.
Operations – Plant Manager

DATE: September 11, 2020

SUBJECT: Fiscal Year 2021 - Annual Purchase Order Authorization for Chlorine with Brenntag Mid-South, Inc.

This is a budgeted item in the FY 2021 budget in the amount of \$80,000.00

Chlorine disinfection is an essential part of the District's wastewater treatment plant system and more specifically the production of Irrigation Quality (IQ) Water. Brenntag Mid-South, Inc. (Brenntag) was recently awarded a contract for the supply of chlorine to the Town of Jupiter. The Town of Jupiter contract allows Brenntag to extend the pricing, terms and conditions with Brenntag's consent. Attached, hereto, is an executed consent from Brenntag which allows the District to "piggy-back" Town of Jupiter Bid No. W2105A, Contract for Supplying Liquid Chlorine. The Town of Jupiter contract includes a one-year period which extends from October 1, 2020 through September 30, 2021 (i.e. FY 2021) at a unit price of \$517/ton. The District currently pays a unit price of \$524/ton. The proposed "piggy-back" contract will result in a savings of 1.34%.

The Town of Jupiter's estimated annual chlorine usage is approximately 467-tons. In comparison, it is estimated that the District will utilize approximately 150-tons of chlorine during Fiscal Year 2021. As such, the pricing offered under the current contract provides the District with a competitive pricing advantage when compared to the pricing the District would likely receive if we were to bid the supply of chlorine ourselves.

Staff recommends the following motion:

"THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute a purchase order to Brenntag Mid-South, Inc. for the supply of liquid chlorine, in accordance with a "piggy-back" of Town of Jupiter Bid No. W2105A for the period from October 1, 2020 through September 30, 2021, in an amount Not-to-Exceed \$80,000.00."

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

From: [Stephanie Ubach/Mid-South/Brenntag](#)
To: [Hazel Figueroa](#)
Subject: RE: Loxahatchee
Date: Wednesday, June 24, 2020 1:34:58 PM
Attachments: [image008.png](#)
[Town of Jupiter Chlorine 2020.pdf](#)
[Town of Jupiter Chlorine Bid Tab 2020.pdf](#)
[Town of Jupiter Chlorine 2019 Bid Tab.pdf](#)
[Town of Jupiter Chlorine Executed.pdf](#)

Hazel

It was great talking to you!

Brenntag would like to offer a piggyback off the current contract with the Town of Jupiter and the new contract for the upcoming year. Below are the details, attached are documents for your review. Our system allows you to receive automatic delivery confirmations the day of delivery and emailed invoices within 2 days of delivery. We have Chlorine Emergency staff located at our Orlando, Miami, and Tampa facilities available 24/7 and can offer a safety training for your crew once a year. Issuing certificates if you'd like.

- Product : Chlorine Ton Cylinder
- Product # : 253418
- Price Break Quantity: 4 per location
- Quoted Price: \$524.00 per cylinder
- Price Expiration Date: 09/30/20
- Quoted Price: \$517.00 per cylinder
- Price Start Date: 10/01/20
- Price Expiration Date: 09/30/21

If you would like to proceed I will need to ask a few questions and schedule a quick site assessment.

Keep me posted!

Regards,

Stephanie Ubach
Municipal Bid Manager
Brenntag Mid-South
Cell: (270)-855-0694

Ask me about... **BRENNTAG CONNECT**

ConnectingChemistry
EXCELLENCE. EVERY CUSTOMER. EVERY DAY.

From: Hazel Figueroa <Hazel.Figueroa@lrecd.org>

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

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



DATE: September 3, 2020

DEPARTMENT: Information Services
Bud Howard, Director of Information Services

PURCHASE AMT.: Not to exceed \$85,000

BUDGET: Postage: \$65,000 from 40-42-5420
Printing: \$20,000 from 40-42-5340

ACTION REQUEST: Authorization of an annual purchase order for bill printing and mailing services not to exceed \$85,000.

DESCRIPTION:

Each quarter we mail approximately 29,000 print bills and 3,500 past due notices, for a total of approximately 132,000 bills each year. Printing and handling costs are 10.5 cents each, and postage is typically 55 cents each, depending on destination. We also receive a digital copy of each bill for archival purposes for 1 cent each, and we have the flexibility to print on the back of the bills for more message space for approximately 1 cent each depending on print coverage. We regularly encourage our customers to receive their bill by email (eBill) to help contain these costs and we continue to see a gradual increasing trend in the number of eBill recipients.

Postage comprises the bulk (80%) of this purchase and is a fixed cost based on current US Postal Service rates and is exempt for our procurement process. However, in an abundance of transparency we bring this purchase order to the Board for consideration.

In December 2015 we re-negotiated our contract with our printing company and surveyed the market to ensure a competitive pricing. Over the past year Arista's performance has been "satisfactory" under our contractor rating system. Therefore, we offer the following motion:

"THAT THE DISTRICT GOVERNING BOARD authorizes the Executive Director to approve a purchase order to Arista Information Systems, Inc. in the amount not-to-exceed \$85,000 for printing, postage and digital archives of the District's sewer bills for Fiscal Year 2020-2021 according to our agreement dated December 22, 2015.

L:\Admin\PrintingServices\BoardMemoAristaPO_FY21.docx

Gordon M. Boggie
Board Member

Stephen B. Rockoff
Board Member

Dr. Matt H. Rostock
Chairman

Harvey M. Silverman
Board Member

James D. Snyder
Board Member

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.
Executive Director

FROM: Jason A. Pugsley, P.E.
Operations – Plant Manager

DATE: September 11, 2020

SUBJECT: Fiscal Year 2021 - Annual Purchase Order Authorization for Solids Dewatering Polymer with Polydyne, Inc.

The amount included in the District's FY 2021 budget is sufficient to cover the amount of this request.

The District utilizes a cationic emulsion polymer (Clarifloc SE-1021) manufactured by Polydyne, Inc. to enhance the sludge dewatering processes at its wastewater treatment plant (WWTP). The addition of polymer upstream of the belt filter press dewatering units is a critical component of the biosolids process. Polydyne, Inc. was previously awarded a contract for the supply of cationic emulsion polymer from the City of Homestead. The City's contract allows Polydyne, Inc. to extend the pricing, terms and conditions to the District with Polydyne, Inc.'s consent. Attached, hereto, is an executed consent from Polydyne, Inc. which allows the District to "piggy-back" City of Homestead ITB No. 201908, Water & Wastewater Treatment Chemicals. The initial term of the City of Homestead contract expires on September 30, 2020. However, the City of Homestead recently executed the first of three possible one-year renewal periods with Polydyne, Inc. which extends from October 1, 2020 through September 30, 2021 at a unit cost of \$1.20/lb. This represents a 7.14% increase over the Fiscal Year 2020 unit cost of \$1.12/lb.

Staff recommends the following motion:

"THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute a purchase order to Polydyne, Inc. for the supply of cationic emulsion polymer, in accordance with a "piggy-back" of City of Homestead ITB No. 201908 for the period from October 1, 2020 through September 30, 2021, in an amount Not-to-Exceed \$73,000.00."

September 11, 2020

Ms. Hazel Figueroa
Loxahatchee River Environmental Control District
2500 Jupiter Park Drive
Jupier, FL 33458

Subject: Piggyback Contract Offer for the Purchase of Polymer
RE: City of Homestead Bid #201908

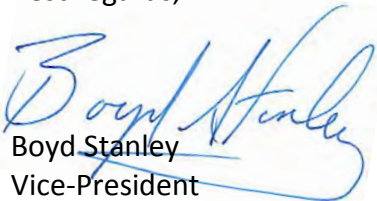
Dear Ms. Figueroa,

Polydyne Inc. is pleased to offer Loxahatchee River Environmental Control District the option to piggyback the purchase of emulsion polymer, CLARIFLOC SE-1021, from the above-referenced City of Homestead contract. While CLARIFLOC SE-1021 was not specifically included in this solicitation, it does include CLARIFLOC SE-1385. CLARIFLOC SE-1021 and SE-1385 are very similar in composition. With this piggyback agreement, the unit price for CLARIFLOC SE-1021 will be \$1.20/Lb. in liquid bulk through September 30, 2021. There is also two additional one-year renewal options available for this contract.

Attached for your reference, please find a copy of the City of Homestead Agreement and award letter. All terms and conditions stated therein will apply.

We thank you for your business. We look forward to the opportunity to continue supplying Loxahatchee River Environmental Control District. Should you have any questions regarding this offer, please feel free to contact Chris Cherp, Technical Sales Representative, at (941) 961-3998.

Best regards,



Boyd Stanley
Vice-President

Enclosures

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.

FROM: Kris Dean, P.E., Director of Engineering Services

DATE: September 10, 2020

SUBJECT: Contract Renewal: ITB 16-006-WWSH Hauling of Liquid Domestic Wastewater, Sludge and Collection System Debris

The District periodically requires the services of vendors to haul wastewater, sludge and/or debris from our collection system and the vacuum truck dump pit to FDEP and/or County Health Department approved disposal sites.

The subject contract was awarded to Bradford Septic, Inc. in September of 2016 for an initial 2-year period. After the initial 2-year period the contract allows for three 1-year renewals with a CPI-U based price escalator.

Bradford Septic, Inc. has provided satisfactory service for the previous 4-years and is agreeable to the final 1-year extension of the contract. As such we propose to exercise the first of the three 1-year renewal options at the July 2020 (most current published) CPI-U increase of 1.0%.

Staff recommend the following motion:

“THAT THE DISTRICT GOVERNING BOARD authorize a 1-year renewal of Bradford Septic, Inc.’s Hauling of Liquied Domestic Wastewater Sludge and Collection System Debris contract for an annual amount not to exceed \$50,000.”

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: September 11, 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
35423	TE92-1	2008 Ford F250	Operational	09/30/08	\$ 33,791	\$ -	\$ 10,000
35428	TE87-1	2006 Ford F250	Operational	09/30/06	28,414	-	4,500
Total Assets to be Disposed					\$ 62,205	\$ -	\$ 14,500

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 TE92-1 and TE87-1 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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Curtis Shenkman, P.A.

Curtis@PalmBeachLawyer.Law
Hunter@PalmBeachLawyer.Law
Judy@PalmBeachLawyer.Law
Melissa@PalmBeachLawyer.Law
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

Sent by email September 9, 2020

Dr. Albrey Arrington, Ph.D., Executive Director
Loxahatchee River District

RE: Busch Wildlife License Agreement

Dear Dr. Arrington, Executive Director,

The proposed License Agreement with Busch is on the September 17, 2020 Board Agenda 6.B.
Legal Issues are:

Escrow Agreement. Busch provided a first draft of the Escrow Agreement. A paramount legal concern is LRD public funds should not be expended to remove Busch's animals and improvements, and only Busch's Escrow Funds shall be used to remove Busch's animals and improvements in accordance with paragraph 39 of the License Agreement. The Escrow Agent shall not have any discretion to hold or interplead the Escrow Funds if LRD claims the Escrow.

Escrow Agent must release the Escrow Funds to LRD, even if Busch objects. The release of Escrow Funds to LRD is without prejudice to either parties rights under the License Agreement. Attached is the Escrow Agreement (redlined and clean) to protect the LRD's rights and public funds.

Conflict of Interest Clause. I prepared a Conflict of Interest Clause, which was reviewed and approved by you and Board member Boggie to present to the Busch Board and the LRD Board. The Busch Board met on September 4, 2020 and did NOT accept the Conflict Clause per Lisa Wynne's September 8 email to you. Instead Busch suggested 4 alternatives, all of which no longer have an LRD Board Member as a voting Member of the Busch Board. I recommend the long standing precedent continue of having an LRD Board Member as a voting Member of the Busch Board. The Conflict of Interest Clause has been added as paragraph 21.1 to the License Agreement.

If it is the pleasure of the Board to take action on this item, a suggested motion for discussion is:

That the Governing Board approves the proposed License Agreement as presented, approves the proposed Escrow Agreement as presented, and directs the Executive Director to provide the proposed License Agreement and Escrow Agreement to Busch for Busch's approval and signatures thereon, as a condition precedent to the signature and date of the District's chairman.

Sincerely,
Curtis Shenkman
Curtis L. Shenkman

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 1st 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 14th, 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.

21.1 The License Agreement requires Busch to have a LRD Governing Board Member on the Busch Board. Busch and the LRD understand that this position has a built in Conflict of Interest (the "Conflict of Interest"). 112.311(5) Florida Statutes stipulates "It is hereby declared to be the policy of the state that no officer or employee of a state agency or of a county, city, or other political subdivision of the state, and no member of the Legislature or legislative employee, shall have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or incur any obligation of any nature which is in substantial conflict with the proper discharge of his or her duties in the public interest."

The LRD Governing Board Member's primary duties, responsibilities, and legal requirements are to the LRD, and must comply with the many laws regulating elected officials and the LRD (collectively referred to as "Government Laws"). The LRD Governing Board Member is instructed to earnestly attempt to act in accordance with Busch's bylaws, policies, and procedures (collectively referred to as "Busch Policies"), only to the extent the Busch Policies do not conflict with Government Laws. LRD Governing Board Members who sit on the Busch Board are exempt from being held personally responsible as to any and all Busch Policies. Busch hereby waives any and all claims whatsoever against the LRD and any LRD Governing Board Members that have served or currently serve on the Busch Board, from any and all matters, claims, or cause of actions arising in connection with the Conflict of Interest, (collectively referred to as "Conflict Claims") and agrees to indemnify, hold harmless and defend said LRD Governing Board Members and the LRD against Conflict Claims. This paragraph survives the termination of this Agreement.

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

ESCROW AGREEMENT

THIS ESCROW AGREEMENT is effective this 1st day of March, 2021, by and between the LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT (the "LRD") and the BUSCH WILDLIFE SANCTUARY, INC. (the "Busch") and THE LAW OFFICES OF COHEN, NORRIS, WOLMER, RAY, TELEPMAN & COHEN ("Escrow Agent").

WHEREAS, Licensors and Licensee entered into a License Agreement (the "License Agreement") for the license of use of a portion of the real property located at 2500 Jupiter Park Drive described in Exhibit A of the License Agreement between the parties commencing March 1, 2021 ("Property") ;

WHEREAS, LRD and Busch have agreed to a License Agreement commencing on March 1, 2021 ("Commencement Date") and hold monies in escrow amounting to FOUR HUNDRED THOUSAND DOLLARS and NO/100 Dollars (\$400,000.00) in order to ensure that Busch complies with the following items below:

NOW, THEREFORE, in consideration of Ten and NO/100 Dollars (\$10.00) a receipt which is hereby acknowledged, and in consideration of the exchange of the mutual covenants and promises and obligations contained herein, LRD, Busch and Escrow Agent agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Busch hereby appoints Escrow Agent pursuant to the terms of this Agreement, and Escrow Agent hereby accepts its appointment as escrow agent pursuant to the terms of this Agreement and undertakes to perform the duties expressly set forth herein.
3. Busch shall deposit Four Hundred Thousand and NO/100 Dollars (\$400,000.00) ("Escrow Funds") with Escrow Agent, which shall be held in accordance with paragraph 39 of the License Agreement which states:

"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."

4. The Escrow Funds shall be held by Escrow Agent in accordance with paragraph 39 of the License Agreement.

5. Escrow Agent shall hold the Escrow until the conclusion of the disposition of the Escrow funds ("Escrow Period").

6. In the event Busch does not perform its duties under paragraph 39 of the License Agreement, LRD shall provide written notice thereof to Escrow Agent and Busch setting forth the LRD's claim upon the Escrow. Upon receipt of such written notice, Escrow Agent shall release to LRD the Escrow claimed by LRD, unless Busch objects to same within seven (7) days of the date of LRD's notice ("Busch Escrow Notice"). In the event the demands conflict, Escrow Agent shall not interplead the Escrow, but rather Escrow Agent shall release to LRD the Escrow claimed by LRD ten (10) days after the Busch Escrow Notice. Public Funds are not to be expended for Busch's obligations to remove the animals and Improvements, and therefore the Escrow Agent unconditionally agrees to make the mandatory release of Escrow Funds to LRD. The Escrow Agent's release to LRD of the Escrow claimed by LRD shall not be deemed a waiver of either parties rights under the License Agreement. The remaining portion of the Escrow if any not claimed by LRD shall be released to Busch.

7. Escrow Agent receiving funds or equivalent is authorized and agrees by acceptance thereof to disburse same in accordance with the terms and conditions of this Agreement. In the event of any suit between LRD and Busch wherein the Escrow Agent is made a party by virtue of acting as Escrow Agent hereunder the Escrow Agent shall be entitled to recover reasonable attorneys' fees and costs incurred, said fees and costs to be charged and assessed as court costs against Busch.

8. In any event of a litigation arising out of this Agreement, LRD and the Escrow Agent shall be entitled to recover their reasonable attorneys' fees and costs, including for all pre-trial, trial and appellate levels from Busch.

IN WITNESS WHEREOF, the parties hereto set their hands and seals, with the effective date of this Agreement being the ____ day of ____, 2021.

Signed, sealed and delivered:

Busch:

Name: _____
Title: _____
On behalf of the Busch Wildlife Sanctuary, Inc.

LRD:

Name: _____
Title: _____
On behalf of the Loxahatchee River
Environmental Control District

ESCROW AGENT: COHEN, NORRIS,
WOLMER, RAY, TELEPMAN & COHEN

By _____
Its: Carol Schmidt, Escrow Agent

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



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

MEMORANDUM

TO: GOVERNING BOARD
FROM: D. ALBREY ARRINGTON, Ph.D.
DATE: SEPTEMBER 9, 2020
SUBJECT: RULE 31-11 SPECIAL ASSESSMENTS

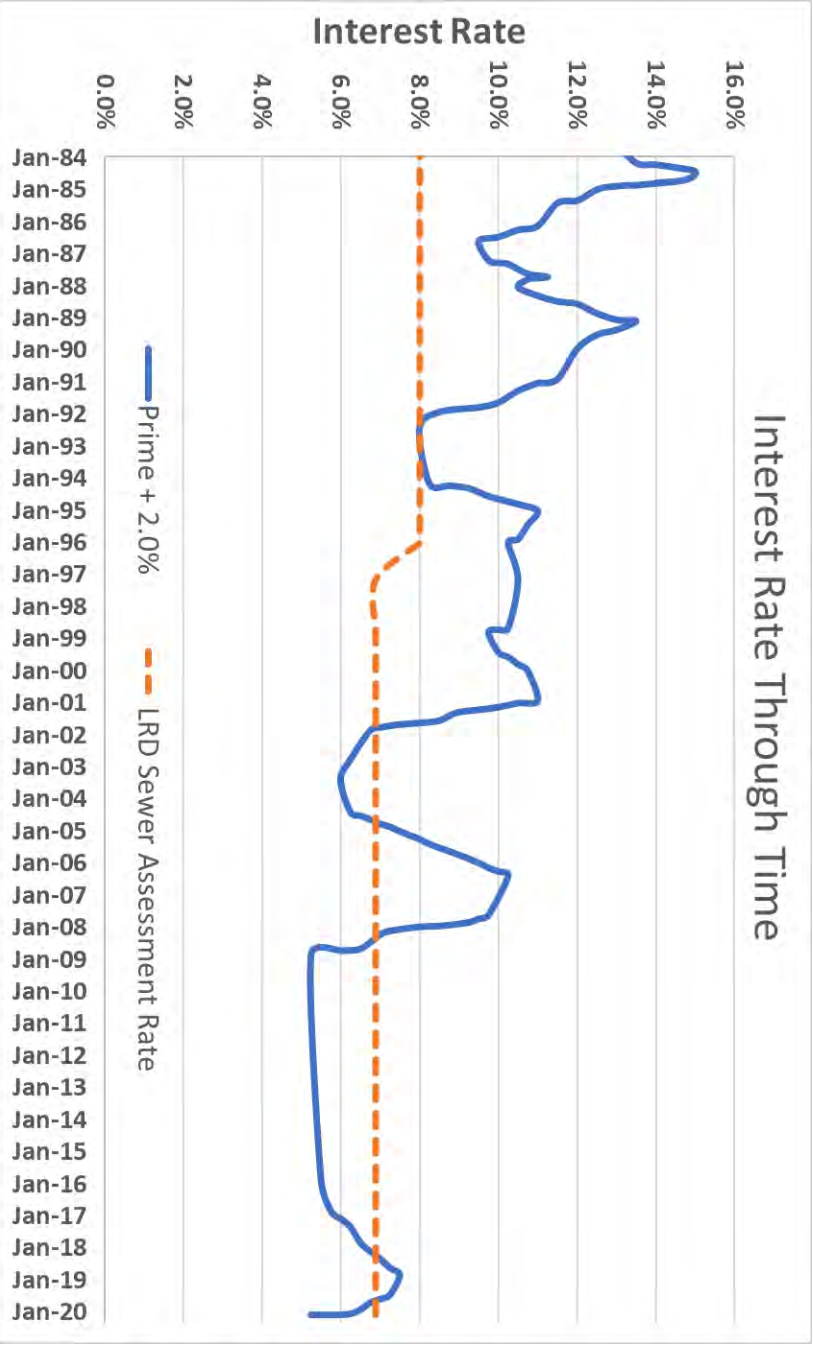
In March, the Governing Board approved the LRD Rule and Policy Review Schedule and directed me to manage review of District Rules and Policies in accord with the schedule. This month we are reviewing Rule Chapter 31-11, Special Assessments. The current version of the rule was approved by the LRD Governing Board on October 15, 2015, and is available online [Chapter 31-11, Special Assessments](#).

I have worked with Mr. Shenkman, Kara Fraraccio, and Bud Howard to review and draft suggested revisions to Chapter 31-11. On the following pages, you will see a marked-up version of the rule showing suggested revisions, which generally fall into the following categories: (1) cleaning up legal references; (2) allowing partial payment of assessments; and (3) requiring partial assessment payments to be a minimum of \$1,000.00.

One additional revision that is up for consideration is potentially revising our assessment interest rate. Historically, LRD charged 8% interest for sewer assessments, since 1997 our sewer assessment interest rate has been fixed at 6.875%. On June 18, 2020 the Board approved revising our Connection Fee Installment Agreement interest rate from 8.00% to the Wall Street Journal Prime Rate + 2.0% (5.25%). On the following page, I have plotted our sewer assessment interest rate against the Wall Street Journal Prime Rate + 2.0% for the period 1/1/1984 to the present. It should be noted that only relatively recently, has the Prime + 2.0% rate been advantageous over our standard 6.875%. Also, it should be noted that we pay Palm Beach County and Martin County for managing collection of our assessments on their tax rolls and both counties offer a discount if property taxes are paid early. Taken together, these fees and discounts equal 4.4% to 5.3% of assessment revenues collected annually. Thus, our realized interest rate is definitively less than 6.875%.

If we lower our assessment interest rate to 5.25% (current Wall Street Journal Prime Rate + 2.0%), then we would decrease our assessment revenue by approximately \$151,000 in the upcoming year and \$2,250,000 over the next 20 years (assuming interest rates remain fixed at 5.25%, which is unlikely). If the Board desires to modify the assessment interest rate, I will be seeking your input on what interest rate you would propose and if you would propose a maximum interest rate (other than 8.0% that is included in our Enabling Act). It should be noted that our Enabling Act places the following constraints on assessments: payable in equal annual installments; interest not exceeding 8 percent per annum; duration not exceeding 40 years; and any assessment may be paid at any time before due, together with interest accrued thereon to the date of payment.

This month my goal is to obtain feedback from the Board and the public regarding the proposed revisions to Chapter 31-11. No Board action is requested at this time; nonetheless, staff look forward to Board input and direction regarding the proposed revisions to Chapter 31-11. It is my intention to address Board input and bring the revised Chapter 31-11 for Board approval at our October 15, 2020 Governing Board meeting.



Chapter 31-11, Special Assessments

- 31-11.001 Method of Special Assessment.
- 31-11.002 Allocation of Cost.
- 31-11.003 Special Assessment Procedures.
- 31-11.004 Objections to Special Assessments.
- 31-11.005 Board of Adjustment.
- 31-11.006 Re-assessment.

31-11.001 **Method of Special Assessment.** Special assessments against property deemed to be benefited by assessable improvements declared available and furnished by the District shall be assessed upon the property specially benefited by the assessable improvements in proportion to the benefits to be derived there from, with said benefits to be determined and prorated according to a square footage basis, per property basis, or by other methods as the Governing Board may deem fair and equitable.

Specific Authority Ch. ~~71-822, Special Acts of Florida, 1971, as amended~~2002-358, Laws of Florida. Law Implemented Ch. ~~71-822~~2002-358, Laws of Florida, sections 2, 5(10), 6(2), ~~6(9), 6(10),~~ sections ~~6(9), 6(12)~~ as amended by Ch. 76-429; section ~~6(10)~~ as amended by Ch. 78-559. History – New 10-18-82, Formerly 31-11.01. Amended 10-15-2015, 10-15-2020.

31-11.002 **Allocation of Cost.** Based upon the aforesaid fair and equitable allocation of costs, the District hereby establishes a policy defraying in part the total estimated cost of specially assessed improvements. The District shall pay from the District's general funds 10% of the total cost to the District of construction, reconstruction, labor, materials, acquisition or property rights, surveys, design, engineering and legal fees, administrative expenses, and all other expenses necessary or incident to completion of the specially assessed improvements. The remaining 90% of the total cost shall be equitably prorated among the benefited properties as the Governing Board may deem fair and equitable.

Specific Authority Ch. ~~71-822, Special Acts of Florida, 1971, as amended~~2002-358, Laws of Florida. Law Implemented Ch. ~~71-822~~2002-358, Laws of Florida, sections 2, ~~6(2), 6(9), 6(10);~~ sections ~~6(9), 6(12),~~ as amended by Ch. 76-429; section ~~6(19)~~ as amended by Ch. 78-559. History – New 10-18-82, Formerly 31-11.02. Amended 10-15-2015, 10-15-2020.

31-11.003 **Special Assessment Procedures.** In accordance with the provisions of Section 6(12) of Chapter ~~2002-358, Laws of Florida~~~~71-822, Special Acts of Florida, 1971, as amended~~, the District shall take the following steps in establishing special assessments against property located within the geographic area of the District:

- (1) At a duly noticed meeting, the Governing Board shall adopt a resolution setting forth with specificity a description of the proposed improvements; and ordering construction or reconstruction thereof.
- (2) Upon adoption of such resolution, the District Engineers and staff shall prepare plans, specifications and estimated total costs of such proposed improvements, together with a tentative apportionment of such costs between the District and individual parcels of property receiving special benefits pursuant to this Chapter.

Said plans and tentative apportionments shall be available for public inspection at the office of the Executive Director.

- (3) Upon no less than ten (10) calendar days prior publication of notice in newspaper(s) of general circulation in Martin and Palm Beach Counties, together with notice mailed to those interested parties requesting such in writing, the Governing Board will hear public comments, including concurrence and objections, of all interested persons to the confirmation of such resolution then the Governing Board may repeal, confirm or amend the resolution ordering the construction of the proposed improvements (referred to as the "Notice of Intent to Assess").
- (4) Promptly upon completion of construction or reconstruction of the improvements, the District's Engineer and Staff shall have prepared a preliminary assessment roll and shall file the same with the Executive Director. The preliminary assessment roll shall contain a description of the parcels of the property specially benefited by the improvements, the total costs and expenses related to said improvements, and a fair and equitable apportionment of costs between the District and the individual parcels of property pursuant to the resolution of the Governing Board or the rules and regulations of the District.
- (5) Upon no less than twelve (12) days prior publication of notice in newspapers of general circulation in Martin and Palm Beach Counties, together with notice mailed to those interested parties requesting such in writing, the Governing Board, at the next regular or special meeting, shall confirm, annul or modify the assessment roll. Upon confirmation of the assessment roll, the District shall deliver copies to the offices of the Martin and Palm Beach County property appraisers.

Specific Authority Ch. ~~71-822, Special Acts of Florida, as amended~~2002-358, Laws of Florida.. Law Implemented Ch. ~~2002-358, Laws of Florida~~71-822, sections ~~6(9), 6(12), as amended by Chapter 76-429; section 6(19) as amended by Chapter 78-559.~~ History – New 10-18-82, Formerly 31-11.03. Amended 10-15-2015, 10-15-2020.

31-11.004 Objections to Special Assessments. Interested and substantially affected parties shall make all objections to any such Special Assessment Resolution in writing, and filed with the Governing Board at or before the adjourned time of the respective meetings as set forth in Rule 31-11.003. Any objections against the making of any improvement not so made shall be considered as waived, and if an objection shall be made and overruled or shall not be sustained, Confirmation of the resolution by the Governing Board shall be the final adjudication of the issues presented unless proper steps shall be taken within four (4) years to secure relief in a court of competent jurisdiction.

Specific Authority Ch. ~~71-822, Special Acts of Florida, 1971, as amended~~2002-358, Laws of Florida, and Florida Statutes 95.11. Law Implemented Ch. ~~71-822~~2002-358, Laws of Florida, sections ~~6(9), 6(12), as amended by Ch. 76-429; section 6(19) as amended by Ch. 78-559.~~ History – New 10-18-82, Formerly 31-11.04, Amended 10-15-2015, 10-15-2020.

31-11.005 Board of Adjustment. Upon no less than ten (10) calendar days prior publication of notice in newspapers of general circulation in Martin and Palm Beach Counties, the Governing Board shall meet as a Board of Adjustment to hear and consider any and all complaints as to such proposed or confirmed special assessments and may

adjust and equalize said special assessments on a basis of justice and right. When said special assessments are confirmed or equalized and approved by resolution of the Governing Board, said assessments shall stand confirmed and remain legal, valid and binding liens upon the property against which such assessments are made, until paid, pursuant to the provisions of Chapter ~~71-822~~2002-358, Section 6(12), Laws Special Acts of Florida, ~~1971, as amended~~.

Specific Authority Ch. ~~2002-358, 71-822, Special Acts~~Laws of Florida, ~~as amended~~. Law Implemented Ch. ~~2002-358, Laws of Florida, 71-822~~, sections 6(9), 6(12), ~~as amended by Ch. 76-429; sections 6~~(19) ~~as amended by Ch. 78-559~~. History – New 10-18-82, Formerly 31-11-05, Amended 10-15-2020.

31-11.006 Re-assessment. Whenever any assessment shall be void or unenforceable for any reason, the Governing Board may order a re-assessment provided that the District shall adhere to the publication, notice and meeting procedures of this Chapter.

Specific Authority Ch. ~~2002-358~~71-822, Special ActsLaw of Florida, ~~as amended~~. Law Implemented Ch. ~~71-822~~2002-358, Laws of Florida, sections 6(9), 6(12), ~~as amended by Ch. 76-429; section 6~~(19) ~~as amended by Ch. 78-559~~. History – New 10-18-82, Formerly 31-11.06, Amended 10-15-2020.

31-11.007 Payment of Assessments. Each assessed property owner has the following opportunities to pay a confirmed assessment:

- (1) Any assessment fully paid within thirty (30) calendar days of confirmation shall not include interest.
- (2) Any assessment not paid within thirty (30) calendar days of confirmation will be delivered to the appropriate county property appraiser. The Governing Board may by resolution prescribe terms of equal annual payments, with an interest rate not exceeding (8%) percent per annum from expiration of said thirty (30) days, until the assessment is fully paid. All such assessments shall be payable in equal annual installments, pursuant to the resolution of the Governing Board or the rules and regulations of the District.

(3) Any assessment may be paid in full at any time before due, together with interest accrued thereon to the date of payment.

~~(3)~~(4) Any assessment may be paid in part in an amount not less than \$1,000.00, which will not change the equal annual payments, but will change the remaining balance due the District.

~~(4)~~(5) For properties outside the District's legislatively defined boundary, the assessment shall be due and payable within thirty (30) calendar days of confirmation unless the owner of an assessed property enters into a written agreement for payment of such assessment via installments upon terms and in a form approved by the Governing Board and the District's consulting Attorneys. Such forms shall be available for the public at the office of the Executive Director.

~~(5)~~(6) The District may collect assessments, with interest and reasonable attorney's fees and costs, but without penalties, by proceedings in a court of equity to foreclose the lien of assessments. Any such proceedings to foreclose shall embrace all installments of principal remaining unpaid with accrued interest

thereon, which installments shall, by the institution of such proceedings, immediately become and be due and payable.

Specific Authority Ch. ~~2002-358, 71-822, Special Acts~~Laws of Florida, ~~as amended~~. Law Implemented Ch. ~~2002-358, Laws of Florida~~71-822, sections 6(9), 6(12), ~~as amended by Ch. 76-429; section 6~~(19) ~~as amended by Ch. 78-559~~. History – New 10-15-15; 10-15-2020.

Loxahatchee River District

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

MEMORANDUM

TO: Governing Board
FROM: D. Albrey Arrington, Ph.D.
Bud Howard
DATE: May 20, 2020
SUBJECT: Covid-19 Considerations – to approve extension through December 31, 2020

Given the persistence of Covid-19 effects, restrictions, and hardships for some of our customers, we propose the extension of the Board's previously approved accommodations from September 30, 2020 to December 31, 2020.

At the March and May 2020 Governing Board meetings the Board unanimously approved 1) the forbearance of new lien procedures and associated costs (excluding lien amendments) and 2) a revision to the District's Delinquent Account Payment Policy to reduce the minimum monthly payment to \$1 until September 30, 2020. In addition, at the June 2020 Governing Board meeting, the Board approved the postponement of Quarterly Late Charges until December 31, 2020.

To date, there is little change to the payment and account satisfaction patterns by our customers, indicating no significant abuse of these temporary accommodations. Several customers have expressed their sincere appreciation for these accommodations that are helping them through this challenging time. Both factors indicate that these accommodations are providing the desired effect.

Therefore, we offer the suggested motion:

"THAT THE DISTRICT GOVERNING BOARD directs staff to extend, through December 31, 2020, 1) the forbearance of new lien procedures and their associated fees, excluding lien amendments, and 2) the revision to the District's Delinquent Account Payment Policy that reduces the minimum monthly payment to \$1."

Loxahatchee River District

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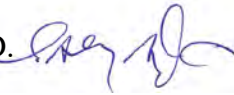
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D. Albrey Arrington, Ph.D., Executive Director

MEMORANDUM

TO: GOVERNING BOARD
FROM: D. ALBREY ARRINGTON, Ph.D. 
DATE: SEPTEMBER 10, 2020
SUBJECT: FISCAL YEAR 2021 – BUDGET APPROVAL

This month we seek your approval of the final draft Fiscal Year 2021 (FY21) Budget, which is provided following this memo.

We will hold a Public Hearing at 6:55 pm on September 17, 2020 (prior to the regularly scheduled Board Meeting) during which members of the public may provide comment on the proposed budget. During the regularly scheduled Board Meeting, following the Public Hearing, you will vote on Resolution Number 2020-12, which is attached following this page and included within the proposed FY2021 Budget. Approval of Resolution No. 2020-12 will result in adoption of the Fiscal Year 2021 Budget.

The proposed Budget includes the following (% decrease from FY2020):

\$16,194,840	Operating Expenses	(2.9% increase)
\$ 5,626,500	Capital Improvements	(26.1% decrease)
<u>\$ 5,368,000</u>	<u>Renewal & Replacement</u>	<u>(10.0% decrease)</u>
\$27,189,340	Total	(7.3% decrease)

A comprehensive, high-level budget summary is provided immediately following this memo. You will note that we managed to reduce the increase in our Operating Expenses to below 3.0%.

I believe this is cost-effective budget balances fiscal conservatism with systematic, proactive efforts to achieve our mission (*protecting public health and preserving the Loxahatchee River watershed and its natural habitats through innovative wastewater solutions, research, and environmental stewardship.*). While many of our core values can be seen in this budget, this budget is a tangible example of our efforts to be lean (*We seek to be effective and efficient in all we do.*). I am pleased to offer the following motion for your consideration:

"THAT THE GOVERNING BOARD approve Resolution 2020-12 adopting the Loxahatchee River Environmental Control District's annual budget for the 2021 Fiscal Year."

Resolution No. 2020-12

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 17th 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	3,181,340
TOTAL REVENUES	<u>\$ 27,189,340</u>

EXPENSES

Operating Expenses	\$ 16,194,840
Capital Improvements	5,626,500
Renewal and Replacement	5,368,000
TOTAL EXPENSES	<u>\$ 27,189,340</u>

This Resolution adopted by the Governing Board of the Loxahatchee River Environmental Control District on this 17th day of September, 2020.

Stephen Rockoff, Chairman

Vote: _____

Gordon Boggie, Vice Chairman

Vote: _____

Harvey Silverman, Treasurer

Vote: _____

James Snyder, Secretary

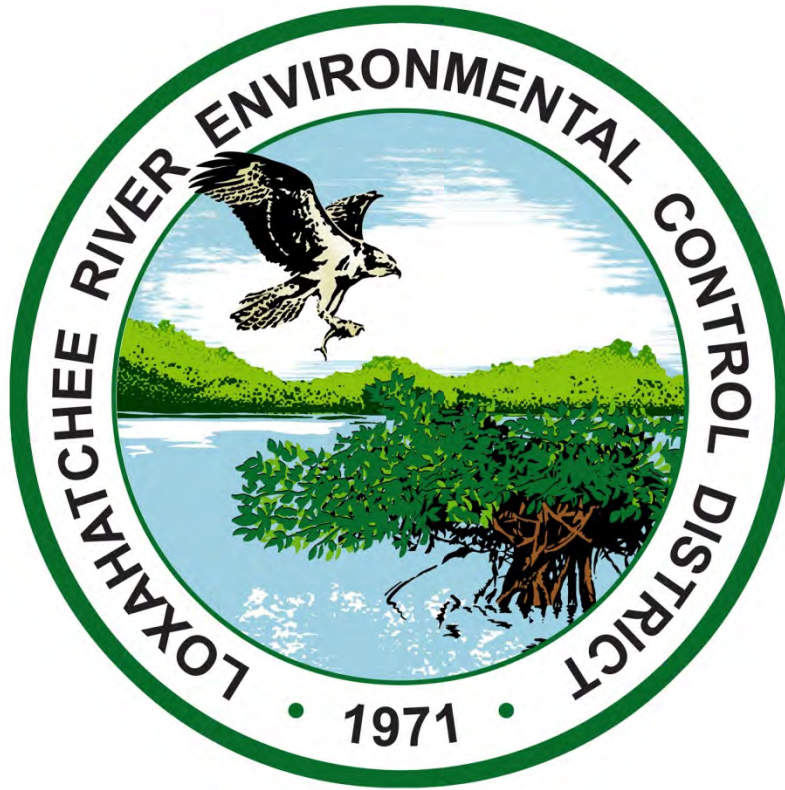
Vote: _____

Dr. Matt Rostock, Assistant Secretary/Treasurer

Vote: _____

Budget Summary

	FY 2020 Budget	FY 2021 Budget	Percent Change
Revenues			
<i>Operating Revenues</i>			
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%
<i>Subtotal Operating Revenues</i>	19,769,525	20,493,500	3.66%
<i>Capital Revenues</i>			
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%
<i>Subtotal Capital Revenues</i>	3,078,961	2,866,500	-6.90%
<i>Other Revenues</i>			
Interest Income	1,127,200	648,000	-42.51%
Carryforward of Surplus from Prior Years	5,347,442	3,181,340	-40.51%
Total Revenues	\$ 29,323,128	\$ 27,189,340	-7.28%
Expenses			
<i>Operating Expenses (by category)</i>			
Salaries and Wages	\$ 5,873,500	\$ 5,960,700	1.48%
Payroll Taxes	427,300	428,900	0.37%
Retirement Contributions	734,200	889,100	21.10%
Employee Health Insurance	1,308,800	1,478,400	12.96%
Workers' Compensation Insurance	99,800	86,800	-13.03%
General Insurance	364,107	386,895	6.26%
Supplies and Expenses	1,132,675	1,128,000	-0.41%
Utilities	1,394,850	1,399,225	0.31%
Chemicals	452,000	379,000	-16.15%
Repairs and Maintenance	1,814,429	1,948,070	7.37%
Outside Services	1,917,360	1,884,750	-1.70%
Contingency	225,000	225,000	0.00%
<i>Subtotal Operating Expenses</i>	15,744,021	16,194,840	2.86%
<i>Capital</i>			
Capital Improvements	7,614,464	5,626,500	-26.11%
Renewal and Replacement	5,964,643	5,368,000	-10.00%
<i>Subtotal Capital</i>	13,579,107	10,994,500	-19.03%
Total Expenses	\$ 29,323,128	\$ 27,189,340	-7.28%
Excess Revenues Over (Under) Expenses	\$ -	\$ -	



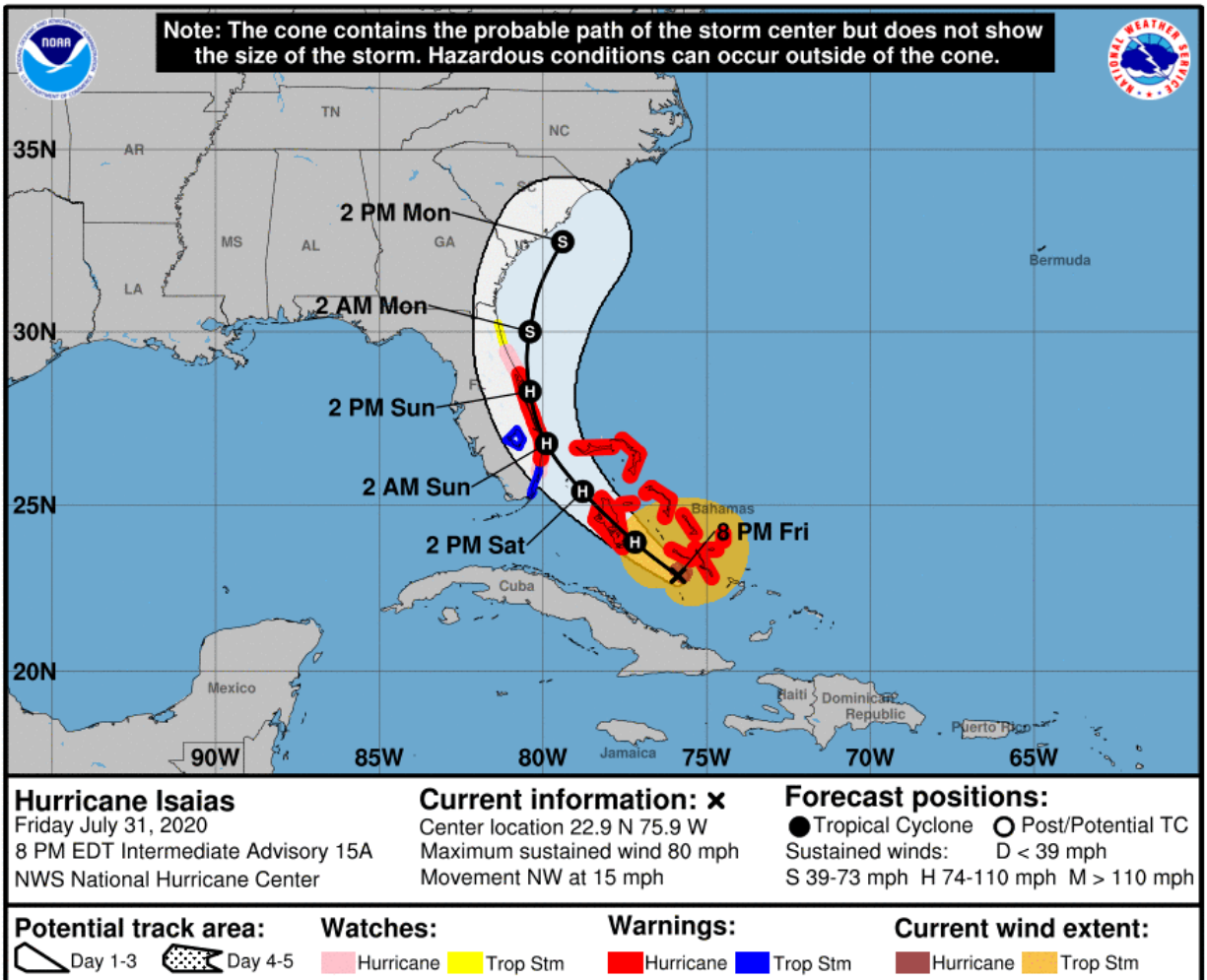
Loxahatchee River Environmental Control District

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.

Resolution No. 2020-12

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 17th 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:

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Gordon Boggie, Vice Chairman

Vote: _____

Harvey Silverman, Treasurer

Vote: _____

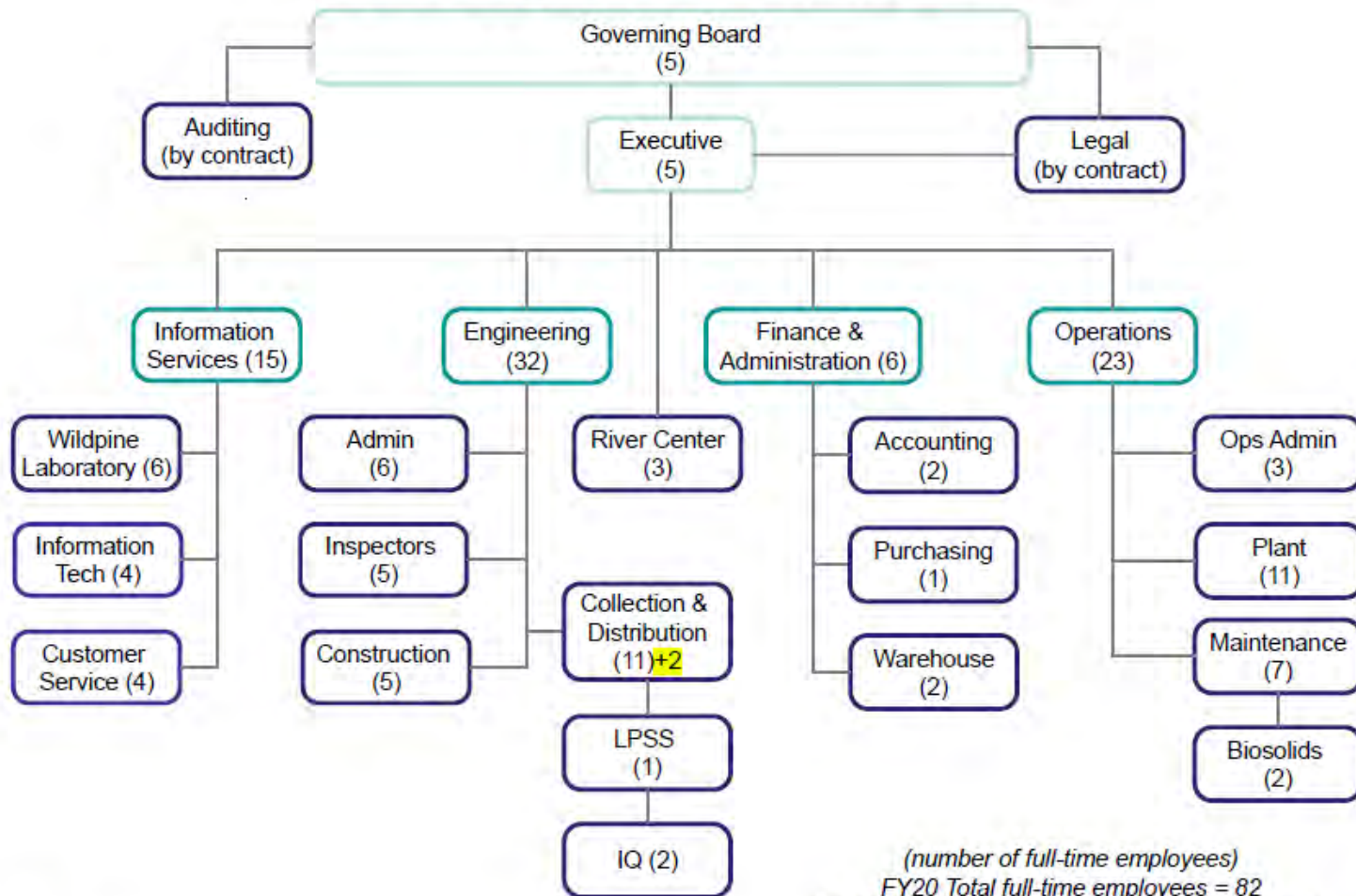
James Snyder, Secretary

Vote: _____

Dr. Matt Rostock, Assistant Secretary/Treasurer

Vote: _____

LRD Organizational Chart



(number of full-time employees)
 FY20 Total full-time employees = 82
 FY21 Total full-time employees = 84 (proposed)
 2 new, full-time employees highlighted

2020-09-02

Budget Summary

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<i>Subtotal Capital</i>	13,579,107	10,994,500	-19.03%
Total Expenses	\$ 29,323,128	\$ 27,189,340	-7.28%
Excess Revenues Over (Under) Expenses	\$ -	\$ -	

Executive Department**40-10**

Account Description	FY 2021 Budget
<i>Personal Services</i>	
5110 Special Pay - Governing Board	\$ 6,500
5120 Salaries and Wages	561,000
5140 Overtime	4,000
5210 Payroll Taxes	36,400
5220 Retirement Contributions	91,900
5230 Life, Health, and Dental Insurance	97,500
5240 Workers Compensation Insurance	1,700
<i>Subtotal</i>	\$ 799,000
<i>Operating Expenses</i>	
5340 Other Contractual Services	\$ 43,500
5400 Travel and Per Diem	16,200
5410 Communications	41,900
5420 Freight and Postage	10,000
5430 Utility Services	1,000
5450 Insurance	23,445
5460 Repair and Maintenance - General	74,655
5461 Repair and Maintenance - Vehicles	1,000
5510 Office Supplies	2,500
5520 Operating Supplies	39,020
5522 Fuel, Diesel, Oil	3,250
5540 Books, Publications, Memberships, and Subscriptions	24,705
5550 Training and Education	11,775
<i>Subtotal</i>	\$ 292,950
Total	\$ 1,091,950

Personnel Schedule	FY 2021 FTE
Executive Director	1.0
Deputy Executive Director	1.0
Executive Secretary	1.0
Human Resource Generalist	1.0
Safety Officer	1.0
Total	5.0

Professional Services Department**40-20**

Account Description	FY 2021 Budget
<i>Operating Expenses</i>	
5311 Engineering	\$ 20,000
5312 Engineering Support Services	25,000
5313 Legal Expense - Non-Litigation	75,000
5314 Legal Expense - Litigation	60,000
5315 Legal Expense - Collections	5,000
5316 Pension Advisor	30,000
5317 Human Resource Law	10,800
5321 Audit Services	35,800
<i>Subtotal</i>	\$ 261,600
Total	\$ 261,600
Personnel Schedule	FY 2021 FTE

Finance Department**40-30**

Account Description	FY 2021 Budget
<i>Personal Services</i>	
5120 Salaries and Wages	\$ 456,000
5140 Overtime	5,000
5210 Payroll Taxes	34,100
5220 Retirement Contributions	75,600
5230 Life, Health, and Dental Insurance	117,100
5240 Workers Compensation Insurance	1,000
<i>Subtotal</i>	\$ 688,800
<i>Operating Expenses</i>	
5340 Other Contractual Services	\$ 31,450
5460 Repair and Maintenance - General	5,400
5495 Tax Collector Fees and Discounts	67,800
5510 Office Supplies	1,000
5520 Operating Supplies	27,080
5540 Books, Publications, Subscriptions, and Memberships	2,070
5550 Training and Education	2,340
<i>Subtotal</i>	\$ 137,140
Total	\$ 825,940

Personnel Schedule	FY 2021 FTE
Director of Finance and Administration	1.0
Accountant II	1.0
Accountant I	1.0
Purchasing Agent	1.0
Warehouse Coordinator	2.0
Total	6.0

Public Education Department**40-40**

Account Description		FY 2021 Budget
<i>Personal Services</i>		
5120	Salaries and Wages	\$ 167,900
5130	Other Salaries and Wages	58,000
5140	Overtime	7,000
5210	Payroll Taxes	14,100
5220	Retirement Contributions	28,900
5230	Life, Health, and Dental Insurance	46,900
5240	Workers Compensation Insurance	300
<i>Subtotal</i>		\$ 323,100
<i>Operating Expenses</i>		
5310	Professional Services	\$ 3,000
5340	Other Contractual Services	8,000
5430	Utility Services	25,500
5450	Insurance	4,450
5460	Repair and Maintenance - General	50,575
5461	Repair and Maintenance - Vehicles	5,000
5463	Repair and Maintenance - Structures and Grounds	5,500
5470	Printing and Publications	3,800
5520	Operating Supplies	77,275
5522	Fuel, Diesel, Oil	750
5550	Training and Education	6,100
<i>Subtotal</i>		\$ 189,950
Total		\$ 513,050

Personnel Schedule		FY 2021 FTE
Environmental Education Manager		1.0
Environmental Education Coordinator		1.0
Community Outreach Coordinator		1.0
Total		3.0

WildPine Lab Department**40-41**

Account Description		FY 2021 Budget
<i>Personal Services</i>		
5120	Salaries and Wages	\$ 543,000
5130	Other Salaries and Wages	24,000
5140	Overtime	10,000
5210	Payroll Taxes	42,700
5220	Retirement Contributions	90,600
5230	Life, Health, and Dental Insurance	101,700
5240	Workers Compensation Insurance	10,000
<i>Subtotal</i>		<u>\$ 822,000</u>
<i>Operating Expenses</i>		
5310	Professional Services	\$ 42,500
5340	Other Contractual Services	3,900
5450	Insurance	3,500
5460	Repair and Maintenance - General	1,300
5461	Repair and Maintenance - Vehicles	9,500
5462	Repair and Maintenance - Equipment	18,000
5520	Operating Supplies	68,500
5522	Fuel, Diesel, Oil	4,500
5550	Training and Education	1,000
<i>Subtotal</i>		<u>\$ 152,700</u>
Total		\$ 974,700

		FY 2021
Personnel Schedule		FTE
Director of Information Services		1.0
Lab Manager		1.0
Senior Scientist		1.0
Lab Technician II		3.0
Lab Technician I		1.0
Total		7.0

Customer Service Department**40-42**

Account Description	FY 2021 Budget
<i>Personal Services</i>	
5120 Salaries and Wages	\$ 198,600
5140 Overtime	2,500
5210 Payroll Taxes	14,900
5220 Retirement Contributions	33,400
5230 Life, Health, and Dental Insurance	52,000
5240 Workers Compensation Insurance	400
<i>Subtotal</i>	\$ 301,800
<i>Operating Expenses</i>	
5340 Other Contractual Services	\$ 129,500
5420 Freight and Postage	65,000
5460 Repairs and Maintenance - General	26,000
5520 Operating Supplies	7,000
<i>Subtotal</i>	\$ 227,500
Total	\$ 529,300

Personnel Schedule	FY 2021 FTE
Customer Service Coordinator	1.0
Customer Service Rep II	3.0
Total	4.0

Information Technology Department**40-43**

Account Description	FY 2021 Budget
<i>Personal Services</i>	
5120 Salaries and Wages	\$ 253,800
5140 Overtime	500
5210 Payroll Taxes	18,300
5220 Retirement Contributions	24,900
5230 Life, Health, and Dental Insurance	109,900
5240 Workers Compensation Insurance	500
<i>Subtotal</i>	\$ 407,900
<i>Operating Expenses</i>	
5310 Professional Services	\$ 90,000
5340 Other Contractual Services	1,000
5460 Repair and Maintenance - General	1,500
5520 Operating Supplies	18,000
5540 Books, Publications, Memberships, and Subscriptions	4,000
5550 Training and Education	5,000
<i>Subtotal</i>	\$ 119,500
Total	\$ 527,400

Personnel Schedule	FY 2021 FTE
IT Manager	1.0
System Specialist II	1.0
System Specialist I	1.0
IT Help Desk	1.0
Total	4.0

Engineering and Inspection Department**40-50**

Account Description	FY 2021 Budget
<i>Personal Services</i>	
5120 Salaries and Wages	\$ 726,400
5130 Other Salaries and Wages	10,000
5140 Overtime	10,000
5210 Payroll Taxes	54,500
5220 Retirement Contributions	93,600
5230 Life, Health, and Dental Insurance	243,100
5240 Workers Compensation Insurance	9,000
<i>Subtotal</i>	\$ 1,146,600
<i>Operating Expenses</i>	
5400 Travel and Per Diem	\$ 3,000
5460 Repair and Maintenance - General	5,000
5461 Repair and Maintenance - Vehicles	10,000
5462 Repair and Maintenance - Equipment	10,000
5520 Operating Supplies	45,000
5522 Fuel, Diesel, Oil	16,150
5550 Training and Education	6,000
<i>Subtotal</i>	\$ 95,150
Total	\$ 1,241,750

Personnel Schedule	FY 2021 FTE
Engineering Supervisor	1.0
Chief Construction Inspector	1.0
Construction Coordinator	2.0
Construction Inspector	2.0
Utility Locate and Compliance Technician	2.0
Engineering/GIS Tech	1.0
Engineering Assistant	1.0
Projects Coordinator	1.0
Total	11.0

Construction Department**40-51**

Account Description	FY 2021 Budget
<i>Personal Services</i>	
5120 Salaries and Wages	\$ 257,500
5140 Overtime	36,500
5210 Payroll Taxes	21,900
5220 Retirement Contributions	44,700
5230 Life, Health, and Dental Insurance	64,000
5240 Workers Compensation Insurance	6,700
<i>Subtotal</i>	\$ 431,300
<i>Operating Expenses</i>	
5460 Repair and Maintenance - General	\$ 5,000
5461 Repair and Maintenance - Vehicles	50,000
5462 Repair and Maintenance - Equipment	5,000
5520 Operating Supplies	31,000
5522 Fuel, Diesel, Oil	16,500
5550 Training and Education	8,600
<i>Subtotal</i>	\$ 116,100
Total	\$ 547,400

Personnel Schedule	FY 2021 FTE
Construction System Foreman	1.0
Construction System Operator A	2.0
Construction System Operator C	2.0
Total	5.0

Operations Administrative Department**50-10**

Account Description		FY 2021 Budget
<i>Personal Services</i>		
5120	Salaries and Wages	\$ 290,700
5140	Overtime	1,000
5210	Payroll Taxes	19,900
5220	Retirement Contributions	41,000
5230	Life, Health, and Dental Insurance	71,100
5240	Workers Compensation Insurance	4,000
<i>Subtotal</i>		\$ 427,700
<i>Operating Expenses</i>		
5310	Professional Services	\$ 20,000
5340	Other Contractual Services	7,500
5400	Travel and Per Diem	5,000
5410	Communications	51,200
5420	Freight and Postage	5,000
5450	Insurance	355,500
5460	Repair and Maintenance - General	103,040
5510	Office Supplies	6,000
5520	Operating Supplies	34,700
5521	Operating Supplies - Safety	31,800
5540	Books, Publications, Memberships, and Subscriptions	36,625
5550	Training and Education	15,175
<i>Subtotal</i>		\$ 671,540
Total		\$ 1,099,240
		FY 2021 FTE
Personnel Schedule		
Plant Manager		1.0
IT System Specialist II		1.0
Administrative Assistant		1.0
Total		3.0

Collection and Transmission Department**50-40**

Account Description	FY 2021 Budget
<i>Personal Services</i>	
5120 Salaries and Wages	\$ 772,200
5140 Overtime	85,000
5210 Payroll Taxes	63,000
5220 Retirement Contributions	122,000
5230 Life, Health, and Dental Insurance	221,200
5240 Workers Compensation Insurance	19,600
<i>Subtotal</i>	\$ 1,283,000
<i>Operating Expenses</i>	
5430 Utility Services	\$ 326,125
5440 Rentals and Leases	35,000
5460 Repair and Maintenance - General	200,000
5461 Repair and Maintenance - Vehicles	75,000
5462 Repair and Maintenance - Equipment	310,000
5463 Repair and Maintenance - Structures and Grounds	75,000
5520 Operating Supplies	80,000
5521 Operating Supplies - Chemicals	140,000
5522 Fuel, Diesel, Oil	31,000
5523 Fuel, Diesel, Oil - Generators	10,000
5550 Training and Education	15,800
<i>Subtotal</i>	\$ 1,297,925
Total	\$ 2,580,925

Personnel Schedule	FY 2021 FTE
Collections System Superintendent	1.0
Deputy Collections System Superintendent	1.0
Collection and Distribution Foreman	1.0
Collection and Distribution Operator A	5.0
Collection and Distribution Operator C	6.0
Total	14.0

Treatment and Disposal Department**50-50**

Account Description	FY 2021 Budget
<i>Personal Services</i>	
5120 Salaries and Wages	\$ 1,053,900
5140 Overtime	137,500
5210 Payroll Taxes	88,000
5220 Retirement Contributions	196,100
5230 Life, Health, and Dental Insurance	300,400
5240 Workers Compensation Insurance	27,000
<i>Subtotal</i>	\$ 1,802,900
<i>Operating Expenses</i>	
5340 Other Contractual Services	\$ 9,000
5430 Utility Services	558,000
5440 Rentals and Leases	52,000
5460 Repair and Maintenance - General	10,000
5461 Repair and Maintenance - Vehicles	17,000
5462 Repair and Maintenance - Equipment	319,500
5463 Repair and Maintenance - Structures and Grounds	205,000
5466 Repair and Maintenance - Outside Services	73,100
5520 Operating Supplies	261,560
5521 Operating Supplies - Chemicals	4,000
5522 Fuel, Diesel, Oil	25,000
5523 Fuel, Diesel, Oil - Generators	75,000
5550 Training and Education	19,200
<i>Subtotal</i>	\$ 1,628,360
Total	\$ 3,431,260

Personnel Schedule	FY 2021 FTE
Plant Chief Operator	1.0
Plant Maintenance Foreman	1.0
Plant Electrician	3.0
Waste Water Treatment Plant Operator A	2.0
Waste Water Treatment Plant Operator B	4.0
Waste Water Treatment Plant Operator C	5.0
Plant Maintenance Operator II	1.0
Plant Maintenance Operator I	1.0
Total	18.0

Reuse Department**50-60**

Account Description		FY 2021 Budget
<i>Personal Services</i>		
5120	Salaries and Wages	\$ 134,400
5140	Overtime	7,500
5210	Payroll Taxes	10,500
5220	Retirement Contributions	23,300
5230	Life, Health, and Dental Insurance	37,800
5240	Workers Compensation Insurance	3,300
<i>Subtotal</i>		\$ 216,800
<i>Operating Expenses</i>		
5410	Communications	\$ 10,500
5430	Utility Services	305,000
5460	Repair and Maintenance - General	5,000
5461	Repair and Maintenance - Vehicles	5,000
5462	Repair and Maintenance - Equipment	112,000
5463	Repair and Maintenance - Structures and Grounds	50,000
5490	Other Current Charges and Obligations	206,000
5520	Operating Supplies	12,500
5521	Operating Supplies - Chemicals	80,000
5522	Fuel, Diesel, Oil	5,100
5550	Training and Education	2,000
<i>Subtotal</i>		\$ 793,100
Total		\$ 1,009,900
Personnel Schedule		FY 2021 FTE
Reuse System Operator A		2.0
Total		2.0

Bio-Solids Department**50-80**

Account Description	FY 2021 Budget
<i>Personal Services</i>	
5120 Salaries and Wages	\$ 127,800
5140 Overtime	12,500
5210 Payroll Taxes	10,600
5220 Retirement Contributions	23,100
5230 Life, Health, and Dental Insurance	15,700
5240 Workers Compensation Insurance	3,300
<i>Subtotal</i>	\$ 193,000
<i>Operating Expenses</i>	
5460 Repair and Maintenance - General	\$ 2,000
5461 Repair and Maintenance - Vehicles	4,500
5462 Repair and Maintenance - Equipment	85,500
5463 Repair and Maintenance - Structures and Grounds	13,000
5490 Other Current Charges and Obligations	873,000
5520 Operating Supplies	5,000
5521 Operating Supplies - Chemicals	155,000
5522 Fuel, Diesel, Oil	1,500
5550 Training and Education	2,925
<i>Subtotal</i>	\$ 1,142,425
Total	\$ 1,335,425
	FY 2021 FTE
Personnel Schedule	
Waste Water Treatment Plant Operator A	1.0
Plant Maintenance Operator II	1.0
Total	2.0

Contingency

Account Description		FY 2021 Budget
<i>Contingency</i>		
5990 Contingency		\$ 225,000
Total		\$ 225,000
Total Operating Budget		\$ 16,194,840

Capital Improvement Summary

Description	FY 2020 Budget	FY 2021 Budget	Change
Account			
Contingency	\$ 1,234,464	\$ 999,500	\$ (234,964)
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	1,375,000	(429,880)
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
Total	\$ 13,579,107	\$ 10,994,500	\$ (2,584,607)

Executive Department**40-10**

Account	Description	FY 2021 Budget
6000	Contingency	\$ 999,500
6100	Land	-
6200	Buildings	-
6300	Improvements Other than Buildings (Infrastructure)	-
6400	Machinery and Equipment	-
6410	Vehicles	-
6500	Construction in Progress	-
Total		\$ 999,500

Finance Department**40-30**

Account	Description	FY 2021 Budget
6100	Land	\$ -
6200	Buildings	-
6300	Improvements Other than Buildings (Infrastructure)	-
6400	Machinery and Equipment	-
6410	Vehicles	-
6500	Construction in Progress	-
Total		\$ -

Public Education Department**40-40**

Account	Description	FY 2021 Budget
6100	Land	\$ 250,000
6200	Buildings	100,000
6300	Improvements Other than Buildings (Infrastructure)	-
6400	Machinery and Equipment	-
6410	Vehicles	-
6500	Construction in Progress	-
Total		\$ 350,000

WildPine Lab Department**40-41**

Account	Description	FY 2021 Budget
6100	Land	\$ -
6200	Buildings	-
6300	Improvements Other than Buildings (Infrastructure)	-
6400	Machinery and Equipment	-
6410	Vehicles	-
6500	Construction in Progress	-
Total		\$ -

Customer Service Department**40-42**

Account	Description	FY 2021 Budget
6100	Land	\$ -
6200	Buildings	-
6300	Improvements Other than Buildings (Infrastructure)	-
6400	Machinery and Equipment	-
6410	Vehicles	-
6500	Construction in Progress	-
Total		\$ -

Information Technology Department**40-43**

Account	Description	FY 2021 Budget
6100	Land	\$ -
6200	Buildings	-
6300	Improvements Other than Buildings (Infrastructure)	-
6400	Machinery and Equipment	-
6410	Vehicles	-
6500	Construction in Progress	-
Total		\$ -

Engineering and Inspection Department**40-50**

Account	Description	FY 2021 Budget
6100	Land	\$ -
6200	Buildings	-
6300	Improvements Other than Buildings (Infrastructure)	-
6400	Machinery and Equipment	-
6410	Vehicles	35,000
6500	Construction in Progress	-
Total		\$ 35,000

Construction Department**40-51**

Account	Description	FY 2021 Budget
6100	Land	\$ -
6200	Buildings	-
6300	Improvements Other than Buildings (Infrastructure)	-
6400	Machinery and Equipment	-
6410	Vehicles	-
6500	Construction in Progress	-
Total		\$ -

Operations Administrative Department**50-10**

Account	Description	FY 2021 Budget
6100	Land	\$ -
6200	Buildings	-
6300	Improvements Other than Buildings (Infrastructure)	-
6400	Machinery and Equipment	-
6410	Vehicles	-
6500	Construction in Progress	50,000
Total		\$ 50,000

Collection and Transmission Department**50-40**

Account	Description	FY 2021 Budget
6100	Land	\$ 10,000
6200	Buildings	-
6300	Improvements Other than Buildings (Infrastructure)	-
6400	Machinery and Equipment	450,000
6410	Vehicles	100,000
6500	Construction in Progress	100,000
6510	Construction in Progress - Neighborhood Sewering	1,450,000
6520	Construction in Progress - Lift Station	1,500,000
6530	Construction in Progress - Gravity System	1,375,000
6540	Construction in Progress - Force Main	1,000,000
6550	Construction in Progress - LPSS	50,000
6560	Construction in Progress - Permanent Generator	280,000
6570	Construction in Progress - Telemetry	1,125,000
Total		\$ 7,440,000

Treatment and Disposal Department**50-50**

Account	Description	FY 2021 Budget
6100	Land	\$ -
6200	Buildings	40,000
6300	Improvements Other than Buildings (Infrastructure)	300,000
6400	Machinery and Equipment	845,000
6410	Vehicles	-
6500	Construction in Progress	305,000
Total		\$ 1,490,000

Reuse Department**50-60**

Account	Description	FY 2021 Budget
6100	Land	\$ -
6200	Buildings	-
6300	Improvements Other than Buildings (Infrastructure)	-
6400	Machinery and Equipment	80,000
6410	Vehicles	-
6500	Construction in Progress	550,000
Total		\$ 630,000

Bio-Solids Department**50-80**

Account	Description	Budget
6100	Land	\$ -
6200	Buildings	-
6300	Improvements Other than Buildings (Infrastructure)	-
6400	Machinery and Equipment	-
6410	Vehicles	-
6500	Construction in Progress	-
Total		\$ -

Total Capital**\$10,994,500**

LOXAHATCHEE RIVER DISTRICT

Neighborhood Sewering Schedule-Revised February 2020



Rank *	Area Description	# Lots	Activity	Original Target Date	Revised Target Start Date
16	181 st 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
	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 th PI N	3	Notified Owners – April 2019 Notice of Intent to Assess – February 2015		2020
	605+607 Military Trl	2	Notified Owners – June 2020	2022	

Private Road Areas – Page 2

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 st 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 th 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
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 Notified to Connect – August 2020	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 Submitted RFQ for Engineering Design and Construction services	2019	2020

* Rank based upon "2010 Septic System Inventory & 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

September 9, 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

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.

LIEN FORECLOSURES

NONE

MORTGAGE OR LIEN FORECLOSURES / LRD COUNTERCLAIMS/CROSSCLAIMS

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT, IN AND
FOR MARTIN COUNTY, FLORIDA
CASE NO. 20-722 CA AXMX

DLJ MORTGAGE CAPITAL, INC., Plaintiff,

vs.

MICHAEL BALWIN; LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT,
Defendants.

August 31, 2020, Summons & Complaint served upon the District.

September 9, 2020. Attorney Stuart Young engaged to defend the District.



***Loxahatchee River Environmental Control District
Monthly Status Report
September 10, 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 September 10, 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.

Olympus Drive Force Main and Low Pressure Sewer Replacement

The following items were ongoing or completed during the last monthly period:

- The 75% design package was submitted to the District on August 14, 2020.
- The 75% design review meeting with the District was held on August 27, 2020.
- Permit check request was sent to the District on September 1, 2020.
- Permit application submittals are currently in-progress.
- 100% design is to be submitted to the District by September 25, 2020.

Alternate A1A 24-Inch Force Main Cleaning & Inspection

The following items were ongoing or completed during the last monthly period:

- Pre-bid meeting was held on August 13, 2020.
- Bids were received by the District on August 25, 2020.
- B&W is currently conducting bid evaluations.

Irrigation Quality 511 (IQ-511) Pump Station Piping Improvements

The following items were ongoing or completed during the last monthly period:

- B&W has coordinated with Hillers to confirm the operation for the PLC
- B&W is currently conducting internal QA/QC of 90% design submittal
- 90% Design to be completed and submitted by 9-15-20

Lift Station Fall Protection Improvements

The following items were ongoing or completed during the last monthly period:

- 75% design review meeting with the District was held on August 21, 2020.



- B&W is currently working on the 100% design submittal.

Respectfully Submitted by:

BAXTER & WOODMAN, INC.

Rebecca Travis, P.E.
Executive 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: September 10, 2020

Subject: **Loxahatchee River Environmental Control District Monthly Status Report**

The following is a summary of work performed by Holtz Consulting Engineers, Inc. (HCE) on Loxahatchee River District projects through September 10, 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.**

Lift Station No. 082 Improvements

- The revised drawings and cost estimate were transmitted to District staff on September 4, 2020 and September 9, 2020. This project is ready to proceed for bidding and construction.

Lift Station #161 and Lift Station #291 Emergency Generator Project

- On August 18, 2020 bids were received for the project. There were two bids accepted. HCE reviewed the bids and prepared a recommendation of award to the lowest responsive and responsible bidder, Hinterland Group, Inc. in the amount of \$52,250.00. Upon execution of the construction contract, a preconstruction meeting will be scheduled, and the project can proceed with construction activities.

SE Hobart Street Low Pressure Force Main System

- HCE assisted the Contractor with preparing the documents necessary for Martin County Right-of-Way permitting and the permit application was submitted. The Contractor has indicated they plan on commencing construction in September upon issuance of the permit. HCE will provide District staff with a Notice to Proceed date upon receipt from the Contractor.

Rolling Hills Sewer System Evaluation

- HCE staff conducted an evaluation of the condition of the existing wet well. Based upon the results of the evaluation, the technical memorandum and associated cost estimates were revised. The final technical memorandum was provided to District staff on August 26, 2020. This project is now complete.



Country Club Drive Force Main Transmission System Preliminary Evaluation

- HCE is currently working on the hydraulic model and coordinating with District staff on the analysis of the data provided. The model will be completed by the end of September and the technical memorandum will be submitted within two weeks after completion of the model.

Lift Station #163 Emergency Generator Improvements

- HCE staff is currently working on the design drawings for the project. The 90% drawings and technical specifications are expected to 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

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



To: Governing Board
From: Kara Fraraccio, Director of Finance and Administration
Date: September 11, 2020
Subject: Monthly Financial Report

Awards and Recognition

I am proud to report that our FY2019 comprehensive annual financial report was awarded the Certificate of Achievement for Excellence in Financial Reporting by the Government Finance Officers Association (GFOA)! This is the second consecutive year that the District has received this prestigious award. This award requires governments to go beyond the minimum requirements of generally accepted accounting principles and prepare a comprehensive annual financial report that evidences the spirit of transparency and full disclosure. This award is the highest form of recognition in governmental accounting and financial reporting.

Cash and Investments

Balances as of August 31, 2020

Certificates of Deposit:

Institution	Original Term	Maturity	Rate	Book Value	Monthly Interest Earned	Market Value
US Bank	2 Years	01/29/21	2.71%	\$ 1,011,450	\$ 2,424	\$ 1,055,515
Bank United	2 Years	03/11/21	2.60%	1,000,000	2,286	1,038,963
Bank United	9 Months	03/12/21	0.55%	1,565,316	729	1,567,197
Subtotal				\$ 3,576,766	\$ 5,439	\$ 3,661,675

Money Market Accounts:

Synovus - Public Demand	0.50%	\$ 5,236	\$ 12,333,542
TD Bank - NOW	0.25%	1,745	8,243,109
Subtotal		\$ 6,981	\$20,576,651

Checking Account:

SunTrust-Hybrid Business Account	0.50%	\$ 3,552	\$ 11,497,238
Subtotal		\$ 3,552	\$11,497,238

Total

\$ 15,972 \$35,735,564

Average weighted rate of return on investments is: .57%

As of 08/31/20:

3 month Short Term Bond: .09%

1 month Federal Fund Rate: .25%

Cash position for August 2019 was \$33,341,832. Current Cash position is **up** by \$2,393,732.

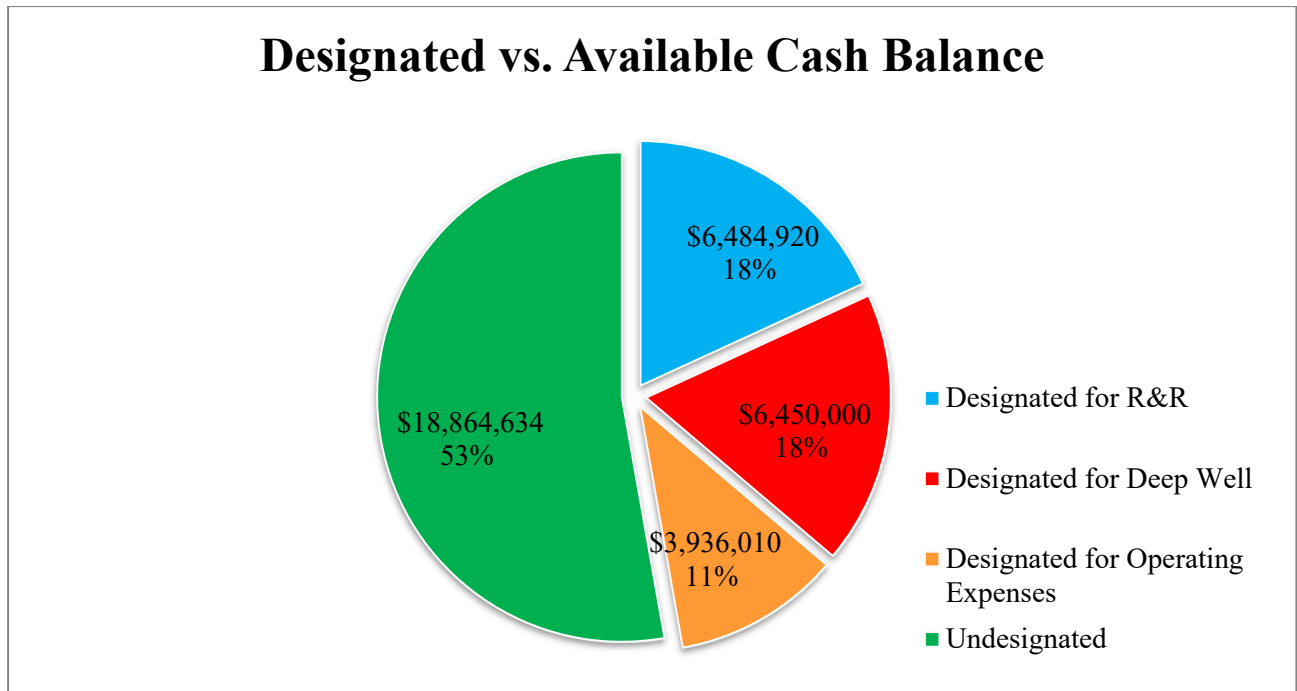
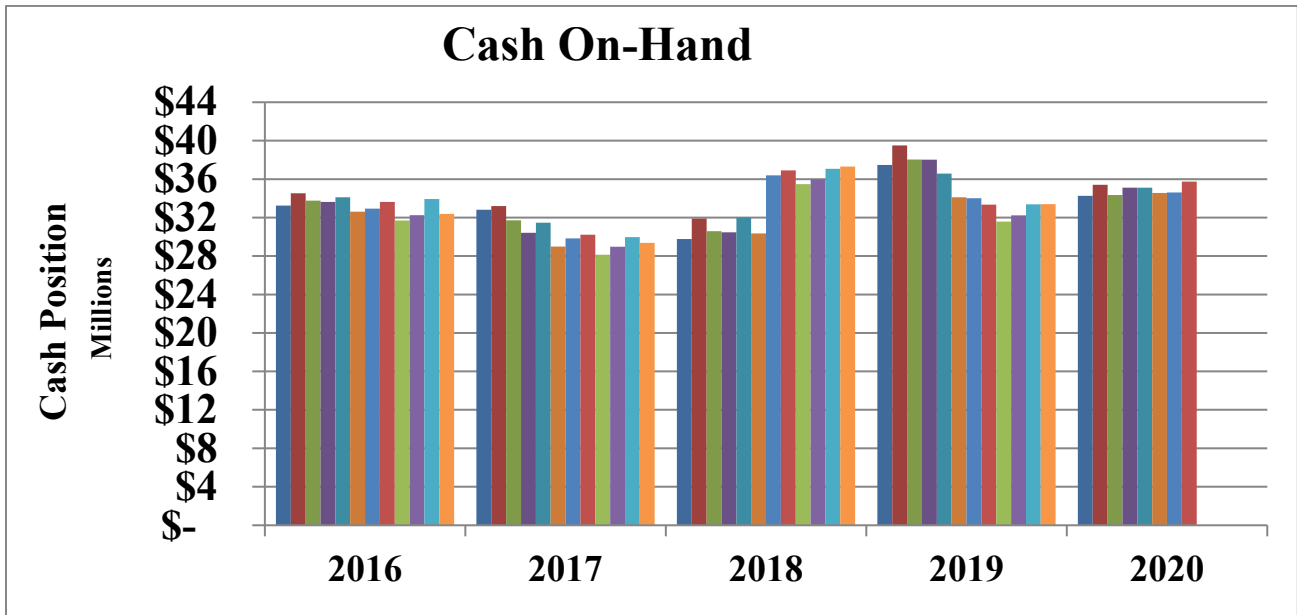
Gordon M. Boggie
Board Member

Dr. Matt H. Rostock
Board Member

Stephen B. Rockoff
Chairman

Harvey M. Silverman
Board Member

James D. Snyder
Board Member



Financial Information

- There were no legal fees billed for the month of August. The fiscal year-to-date total is \$70,400.
- There was no Septage billing for the month of August. The fiscal year-to-date total is \$225.
- Developer's Agreement – There were no new Developer Agreements in August.
- I.Q. Water Agreements – Martinique is past due for August.
- Estoppel fees collected in August totaled \$7,325. The fiscal year-to-date total is \$75,475.

Summary of Budget vs. Actual

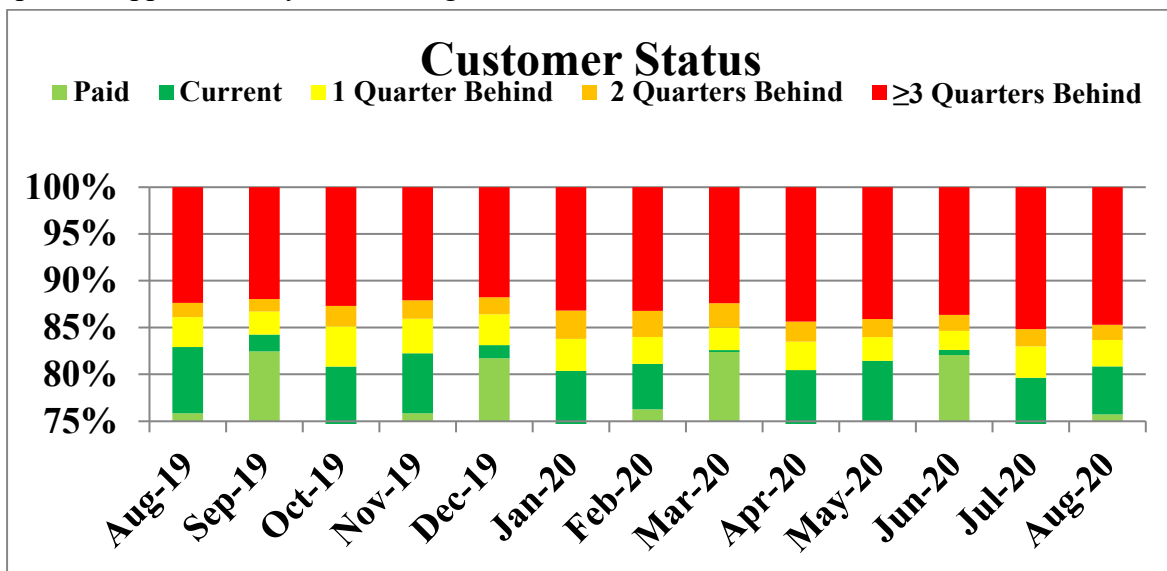
<i>Budget Benchmark</i> 92.00%	Aug-20 Actual	YTD Actual	FY 20 Budget	Favorable (Unfavorable)	Budget Expended	Aug-19 YTD
Revenues						
Operating Revenues						
Regional Sewer Service	\$1,407,035	\$15,562,213	\$17,324,020	\$ (1,761,807)	89.83%	\$15,396,892
Standby Sewer Service	8,071	85,673	98,458	(12,785)	87.01%	90,758
IQ Water Charges	200,568	2,193,964	2,004,752	189,212	109.44%	2,165,577
Admin. and Engineering Fees	2,623	90,902	42,295	48,607	214.92%	40,436
Other Revenue	27,502	338,490	300,000	38,490	112.83%	460,547
Subtotal Operating Revenues	1,645,799	18,271,242	19,769,525	(1,498,283)	92.42%	18,154,210
Capital Revenues						
Assessments	31,115	1,134,611	864,897	269,714	131.18%	1,213,236
Line Charges	13,815	350,779	201,337	149,442	174.22%	195,405
Plant Charges	50,831	632,105	1,012,727	(380,622)	62.42%	448,019
Capital Contributions	1,320	165,197	1,000,000	(834,803)	16.52%	90,480
Subtotal Capital Revenues	97,081	2,282,692	3,078,961	(796,269)	74.14%	1,947,140
Other Revenues						
Grants					100.00%	
Interest Income	16,962	980,916	1,127,200	(146,284)	87.02%	1,315,866
Subtotal Other Revenues	16,962	980,916	1,127,200	(146,284)	87.02%	1,315,866
Total Revenues	\$ 1,759,842	\$ 21,534,850	\$ 23,975,686	\$ (2,440,836)	89.82%	\$ 21,417,216
Expenses						
Salaries and Wages	\$424,864	\$4,788,872	\$5,873,500	\$ 1,084,628	81.53%	\$4,648,329
Payroll Taxes	29,438	355,991	427,300	71,309	83.31%	350,154
Retirement Contributions	62,587	724,470	734,200	9,730	98.67%	669,416
Employee Health Insurance	107,362	1,114,527	1,308,800	194,273	85.16%	996,676
Workers Compensation Insurance		88,173	99,800	11,627	88.35%	89,197
General Insurance		360,233	364,107	3,874	98.94%	339,888
Supplies and Expenses	45,084	812,332	1,132,675	320,343	71.72%	907,012
Utilities	100,780	1,101,639	1,394,850	293,211	78.98%	1,182,659
Chemicals	3,494	354,870	452,000	97,130	78.51%	460,948
Repairs and Maintenance	130,482	1,610,889	1,814,429	203,540	88.78%	1,728,416
Outside Services	129,545	1,481,814	1,917,360	435,546	77.28%	1,537,440
Contingency			225,000	225,000	0.00%	
Subtotal Operating Expenses	1,033,636	12,793,810	15,744,021	2,950,211	81.26%	12,910,135
Capital						
Capital Improvements	593,731	6,502,586	13,579,107	7,076,521	47.89%	12,102,315
Subtotal Capital	593,731	6,502,586	13,579,107	7,076,521	47.89%	12,102,315
Total Expenses	\$ 1,627,367	\$ 19,296,396	\$ 29,323,128	\$ 10,026,732	65.81%	\$ 25,012,450
Excess Revenues						
Over (Under) Expenses	\$ 132,475	\$ 2,238,454	\$ (5,347,442)	\$ 7,585,896		\$ (3,595,234)

Pending/Threatened Litigation

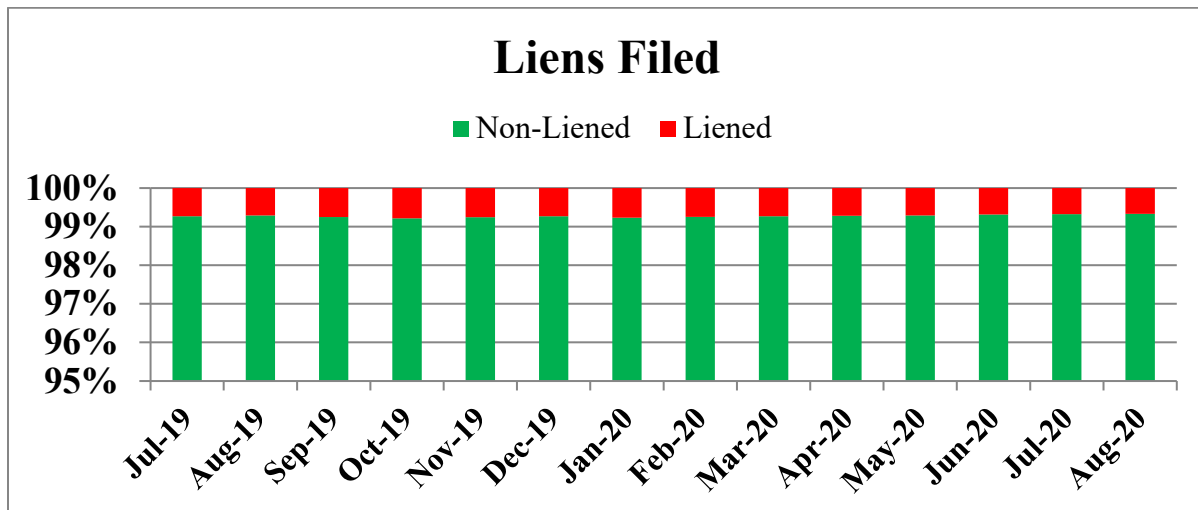
- Whispering Trails – The District received a formal notice that a negligence claim is being made on behalf of a resident of Whispering Trails as a result of a personal injury incident. We notified the District’s legal counsel, the project engineers, the contractor, and the District’s General Liability Insurance provider, PRIA. The contractor has filed a claim with their insurance company, where we are named as an additional insured. At this time, the District’s insurance has closed this claim due to inactivity of the claimant.
- 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 81% billing.



The District serves approximately 32,800 customers. Currently, the District has 219 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: September 10, 2020

SUBJECT: Engineering Services Report

PROJECT HIGHLIGHT



Collection's staff participated in a demonstration of an acoustic technology used to evaluate the need for line cleaning. Line inspection and cleaning are historically labor intensive, time consuming and expensive. The approach was either clean everything or inspect via lamping and only clean what was needed. The clean everything approach results in significant investment in equipment and manpower to effectively make it through the system within a reasonable time. The lamping approach requires 6 staff split between two crews and an entry into every manhole in the system in addition to traffic control requirements. The demonstration staff participated in requires 2 staff members plus traffic control requirements and allows a quick evaluation of the system to determine cleaning requirements.

The demonstration was performed in Lift Station 006 collection system. Staff and the manufacturer's representative tested 7 line segments and found 2 requiring cleaning. After the demonstration staff cleaned the 7 lines and based on observations concluded none of the line segments required cleaning although the 2 noted for cleaning by the acoustic technology did have some grease and sand. While these results are far from conclusive staff feel further investigation is warranted based on the potential efficiency this could provide to our line cleaning and manhole inspection program. Staff are coordinating with the manufacturer for a rental unit to use over the month of October and have built the data collection tools to compare the acoustic inspection results with cleaning results.

Work Order: 1637023 LS006 SL Rat Cleaning

Record View Equipment Activities Checklist Book Labor Parts Comments Documents Meter R

Checklist Details

Activity: 40 - MANHOLE OR GRAVITY INSPECT

All Records Edit

Sequence	Equipment	Equipment Description	Description	Result
30	LS006-GL01	GRAVITY LINE	OBSERVED GREASE	LIGHT
35	LS006-GL01	GRAVITY LINE	OBSERVED SAND	NONE
40	LS006-GL01	GRAVITY LINE	JETTED LINE	YES
50	LS006-GL01	GRAVITY LINE	SL-RAT LEVEL	
55	LS006-GL01	GRAVITY LINE	SL-RAT SCORE	

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.

181st 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 181st 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 197th Place North. Installation of these systems excluding Thelma Avenue are complete and staff are working in record drawings and FDEP/PBCHD certifications.

Fiscal Year 2020 Main Lining Projects: The contractor has mobilized and is 75% complete. Staff is tracking progress in InforEAM and anticipate completion by the end of September.

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. The contractor is nearing completion but due to heavy sand in Lift Station 058s system will likely not complete by the end of September.

Lift Station 036 Force Main Replacement: After determining the force main for Lift Station 036 was partially blocked and being unsuccessful at locating or clearing the blockage staff designed a replacement force main and coordinated with one of our general services contractors for installation. The force main is now online with temporary pumps and staff are waiting on delivery of the permanent pumps to complete the replacement.

CONSTRUCTION



We are performing significant lining in our collection system in a proactive approach to address our aging infrastructure. Unfortunately, lining, like everything else, is far from perfect. Two instances this month required after hours work on the part of our construction crews. First a liner did not open up as required prior to curing and second a liner got caught on a fitting. Fortunately, District construction crews responded and performed the repair and returned the line to service.

Credit for the coordination effort that ensures all customers are back in service each and every day goes to our team that manage the lining program including Construction Coordination, Inspections and Construction.

COLLECTIONS AND REUSE



While performing line cleaning in the Lift Station 006 collection system staff encountered a broken section of clay main. The District's general construction services contractor was called in and the repair made. Staff also had a drop installed in the manhole to reduce release of corrosive gases and decrease solids deposits and flow channel wear.



UNAUTHORIZED DISCHARGES (fka SANITARY SEWER OVERFLOWS)

There were four unauthorized discharges in the collection/transmission/distribution system in August.

First was 170 gallons of reclaimed water that leaked from three pump shaft packing seals at IQ Pump Station 518. Staff were able to repair one seal, but the other two pumps are locked out while we investigate repair options.

Second was 15 gallons of wastewater from a broken service valve on a low pressure service. The valve was a PVC valve. We replaced with the District's standard brass assembly.

Third was 1,200 gallons of wastewater from a damaged low pressure service caused by a homeowner excavating in the right of way.

Fourth was 250 gallons of wastewater from a blockage in a manhole. Staff cleared the blockage and have placed the manhole on a monthly inspection work order while details of the blockage are determined and a permanent resolution implemented.

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

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: September 10, 2020

SUBJECT: Operations Department - Monthly Report for August 2020

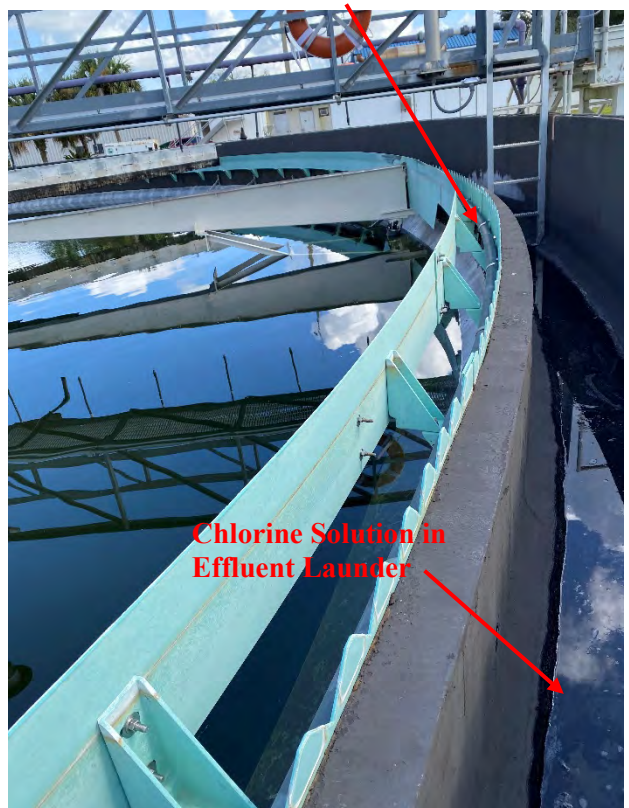
Treatment Plant Division/ Maintenance Department

The month of August presented some challenges. While all monthly reports were submitted on time and there were no permit exceedances we did experience one sanitary sewer overflow (SSO) and two (2) Health and Safety (H&S) incidents at the WWTP. The SSO event was directly related to one of the H&S incidents.

H&S Incident No. 1

On the morning of August 15, 2020, Plant Operations Staff created an unsafe working condition at the District's WWTP when they began feeding a hyper-chlorinated solution to Secondary Clarifier No. 1 to mitigate the potential formation of algae. The unsafe working condition resulted from Staff's decision to utilize the circumferential chlorine solution feed piping located immediately adjacent to the effluent weir plate AND a higher chlorine dose (400 vs. 200 pound per day) than what was prescribed by the Chief WWTP Operator. At the time Staff began feeding the chlorine solution, the water level in the clarifier was approximately 2 to 3-feet below the bottom of the feed piping since Staff was in the process of filling Clarifier No. 1 with plans to place it back into service. Since the feed piping was not submerged, the hyper-chlorinated solution was discharged directly to the ambient air through nozzle type orifices which resulted in significant off-gassing and the accumulation of a strong chlorine odor in the vicinity of Clarifier No. 1. After discussing the incident with Operations Staff, Staff acknowledged the presence of a very strong chlorine odor and that when initially feeding the chlorine solution, the

**2" Chlorine Solution Feed
Piping above Water Level**



**Chlorine Solution in
Effluent Launder**

solution stream was uncontrolled and spraying up and into the effluent trough where it accumulated creating an additional hazard. Upon being notified of the noted H&S concerns, Staff immediately investigated and terminated the chlorination activities. As a result of the incident, one (1) Maintenance Staff member was sent for medical treatment to address apparent eye, lung and skin irritation.

Exposure to chlorine fumes at a concentration above 5 ppm can result in irritation of the mucous membranes, skin and respiratory tract. Prolonged exposure or exposure to concentrations above 15 ppm can result in chest pain, vomiting, dyspnea and coughing. Exposure to higher concentrations of 40 to 60 ppm can cause toxic pneumonitis and pulmonary edema. Exposure to a chlorine gas concentration of 430 ppm for a period of 30 minutes is lethal. Exposure to a concentration of 1,000 ppm is fatal within a few minutes.

In response to **H&S Incident No. 1** the following corrective actions will be evaluated and/or implemented:

- All Staff were immediately advised that the delivery of a chlorine solution in a non-submerged application/condition is not acceptable and creates an unsafe working condition
- Additional H&S chlorine safety training will be coordinated and/or administered by the District's Safety Compliance Officer
- Modifications to the chlorine solution piping which will provide the Operator's with a means to feed chlorine deeper within the clarifier units during tank filling operations will be evaluated
- Modifications to the chlorine ejector and feed assembly dedicated to the secondary clarifier units to improve the turn down feed capabilities
- A standard operating procedure (SOP) will be developed to provide Staff additional guidance related to the safe handling and use of a hyper-chlorinated solution. The SOP will include a step-by-step flow chart for the introduction of a chlorine solution at the secondary clarifier units

H&S Incident No. 2

Around 2:30 PM on August 30, 2020, Plant Maintenance Staff were working on a corrective work order (WO) for the check valve on the discharge of Process Water Pump No. 1. The WO was required to address intermittent issues with the valve getting stuck in a partially open position. The WO required the removal of the valve cover to gain access to the valve interior to perform a visual inspection and cleaning of the interior valve components. As Staff was completing the maintenance work and reassembling the valve, Process Water Pump No. 1 was energized resulting in approximately 350-gallons of IQ Water being discharged to grade. The unplanned discharge of reclaimed water resulted in a reportable SSO. Further, **and more significantly**, upon review of the incident it was determined that the root cause of the incident was the failure of Staff to adhere to the District's Lock-Out/Tag-Out (LO/TO) procedures. Staff did not electrically isolate Process Water Pump No. 1 by placing the electrical service disconnect dedicated to Process Water Pump No. 1 in the "OFF" position (i.e. LO) and applying an appropriate tag (i.e. TO). Execution of LO/TO procedures is a fundamental and essential requirement when working on any mechanical/electrical piece of equipment. All District operators and maintenance staff receive regular training to reinforce how critical the LO/TO process is. In fact, the Staff completing the maintenance work completed LO/TO training assigned by the District's Safety Compliance Officer on July 27, 2020. Fortunately, H&S Incident No. 2 did not result in any injury to District Staff.

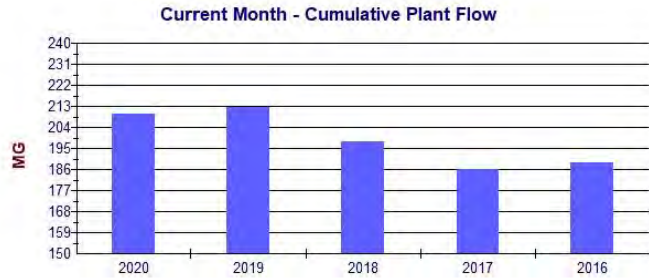
A review of information available from the Occupational Safety and Health Administration (OSHA) for 2019 identified the failure to properly execute LO/TO procedures as the fourth most prevalent safety violation. OSHA estimates that properly executed LO/TO procedures prevent 120 fatalities and over 50,000 injuries annually. Up to 10% of industrial safety incidents are believed to be attributable to improper or a lack of LO/TO procedures.

In response to **H&S Incident No. 2** the following corrective actions will be evaluated and/or implemented:

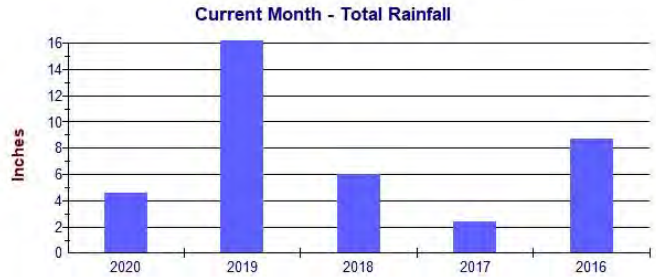
- The Staff members involved received remedial one-on-one training with the District's Safety Compliance Officer. The remedial training included in-field hands-on training for LO/TO in accordance with the District's policies and procedures upon their return to work.
- Enhancements to the District's standard LO/TO training program will be made to reinforce the elements of the LO/TO procedures. Appropriate Staff will be required to participate in the enhanced LO/TO training.
- Corrective WO's which require the implementation of LO/TO procedures will only be performed during the standard work week (i.e. Monday through Friday). Prior to commencing with any corrective WO requiring LO/TO, the Maintenance Foreman will confirm that all LO/TO procedures have been properly performed and all systems have been mechanically and/or electrically isolated. All such WO's shall be completed with direct coordination with the WWTP Chief Operator.



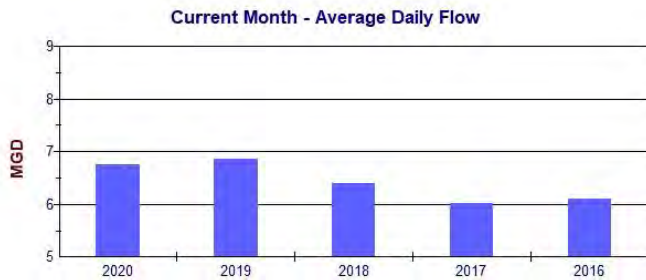
GRAPHICAL SUMMARIES OF PLANT FLOWS AND RAINFALL DATA



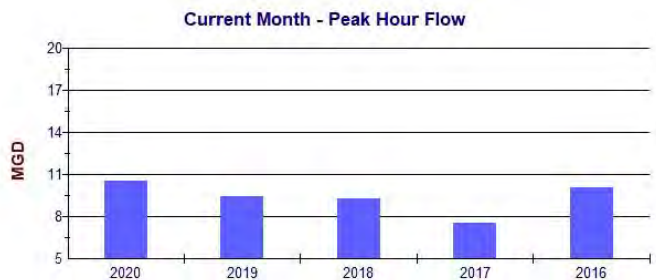
The Cumulative Influent Flow to the plant for the month of August was 209.60 million gallons.



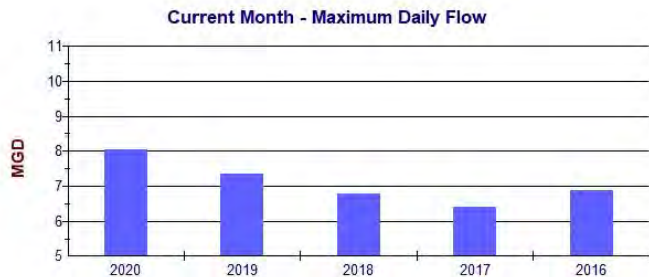
4.59 inches of total rainfall was recorded at the plant site during the month of August.



The Average Daily Flow (ADF) for the month of August was recorded at 6.76 MGD compared to 6.86 MGD one year ago, for the same month.

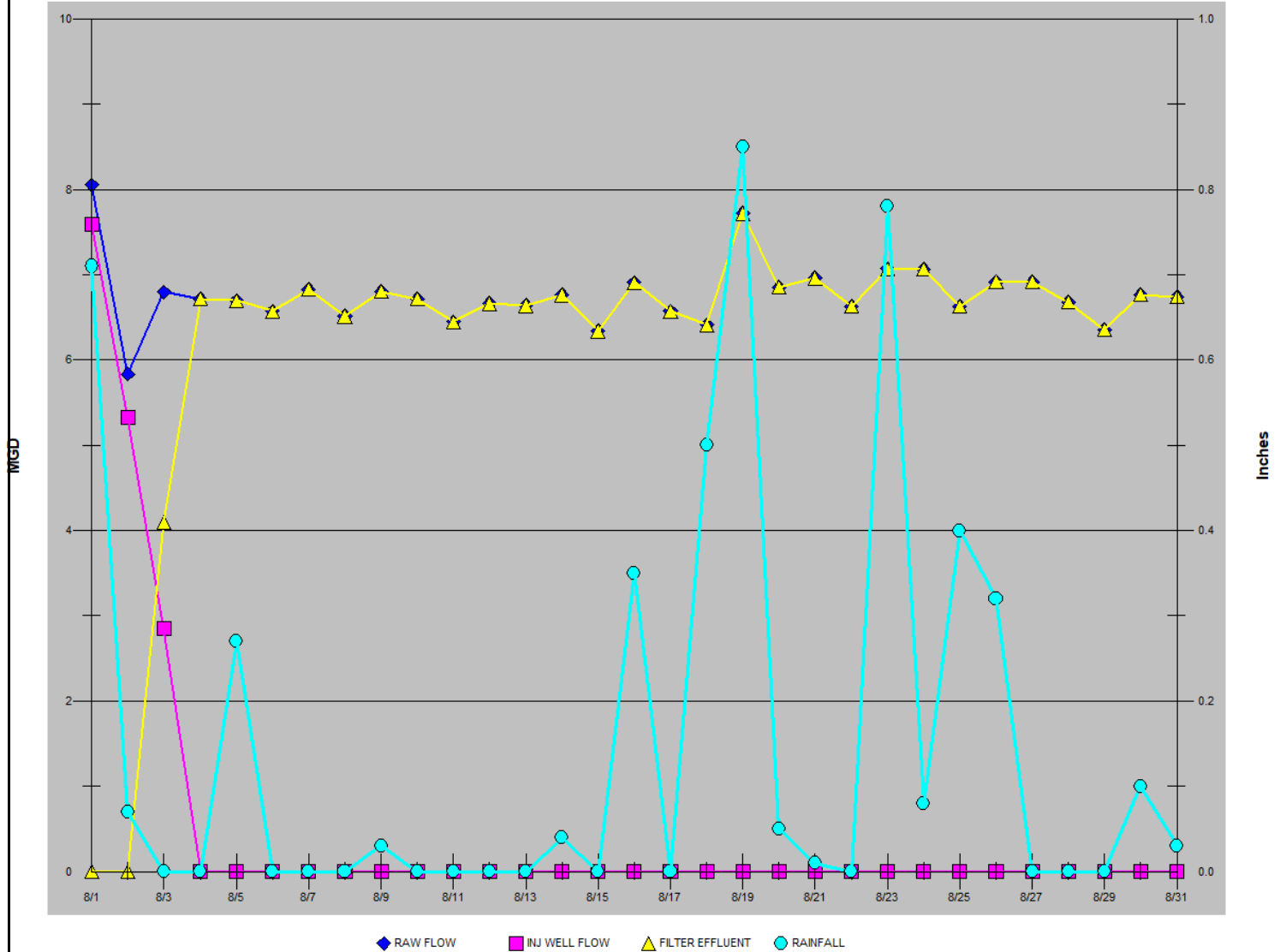


The Peak Hour Flow (PHF) for August was 7,319 GPM which equates to an equivalent daily rate of 10.54 MGD.



The Maximum Daily Flow (MDF) in August was 8.06 MGD.

For the month of August, the cumulative influent flow to the plant was 209.60 MG of which 193.01 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 4.59 inches of rainfall was recorded at the site during the month and 15.77 million gallons of blended effluent was diverted to the Deep Injection Well. Overall, 92.08% of the plant influent flows were treated and available for reuse as IQ water. The plant delivered a total of approximately 187.86 million gallons of IQ water to the reuse customers during the month of August.



Year to date, approximately 69.16% 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 1,222.88 million gallons.

All monthly reporting was submitted on time

Treatment Plant:

During the month of August, 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 12-inch plug valves on the discharge of Return Activated Sludge (RAS) Pump No's. 1 and 3. The Operations Staff worked closely with the Construction Team during the valve replacement. As part of pre-work planning, the WWTP Chief Operator prepared a detailed Scope of Work (SOW) which included step-by-step procedures for mechanical and electrical isolation. The SOW also included specific timelines and estimated durations for each work task. The SOW was reviewed and approved by the Plant-Operations Manager, Construction Foreman and Safety Compliance Officer. Prior to initiating the valve replacement work all piping systems were deenergized by closing upstream and downstream isolation valves. RAS Pump No's. 1 and 3 were electrically isolated within the plant SCADA system and physically isolated at the local electrical disconnects for the respective pumps. The District's Safety Compliance Officer was intimately involved through all aspects of the project to ensure all safety requirements were strictly adhered to. The valve replacement work was completed in one day, which was ahead of schedule. The following day, Maintenance Staff prepped and applied a protective coating to enhance the corrosion resistance of the valves as well as the aesthetics.



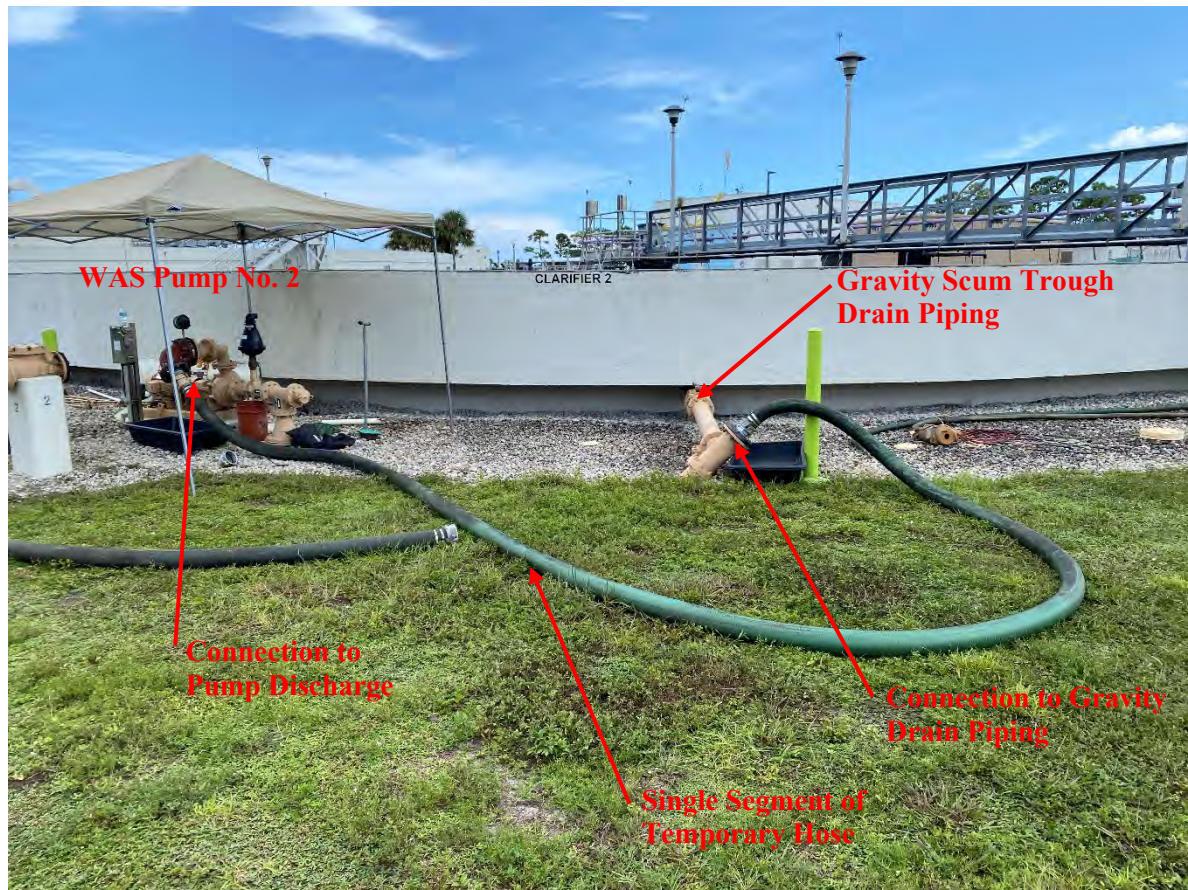
During the month of August, Operations Staff placed Clarifier No. 1 back online and removed Clarifier No. 2 from service. Clarifier No. 1 was removed from service February 2019 and refurbished to rehabilitate specific components which exhibited moderate to significant corrosion. The interior of the pre-stressed concrete structure was also re-painted to provide a protective coating which will decrease the potential for concrete failure and/or spalling. The rehabilitation work will ensure the longevity and operation of Clarifier No. 1. Prior to placing Clarifier No. 1 back into service, Operations/Maintenance worked with an instrumentation and control (I&C) contractor to integrate the replacement variable frequency drives for RAS Pump No's. 1 and 3, which were upgraded as part of the rehabilitation efforts. Just prior to placing the unit back online, Staff also re-evaluated and leveled off the surface scum beach and trough and performed final alignment testing of the clarifier mechanism. Clarifier No. 1 was placed back online on August 19, 2020 and has performed without issue.



Clarifier No. 1 – Back in Service



After placing Clarifier No. 1 back into service, the Operations Team began the process of removing Clarifier No. 2 from service. Clarifier No. 2 needed to be removed from service to facilitate the necessary permanent repairs at the construction joint between the tank structure and the effluent box. During recent periods of high influent flows to the plant there were multiple leaks discovered along the joint which resulted in SSO's. A temporary repair was performed at that time to stop the leaks, but a more permanent repair is warranted to prevent future SSO's. Removing a clarifier from service requires the purging and removal of all liquids and solids from the structure. To improve this process, Operations Staff experimented with different methods of emptying Clarifier No. 2. The most significant improvement implemented during this process was the use of existing, below grade gravity scum trough drain piping which is near Clarifier No. 2 in lieu of using temporary hose strung along grade which would have required a significant number of joints. The use of the existing gravity drain piping significantly minimizes the potential for the occurrence of an SSO during the emptying process. Operations Staff initially used Waste Activated Sludge (WAS) Pump No. 2, which is located immediately adjacent to Clarifier No. 2, to pump the solid and liquid contents from the structure. Once the level in Clarifier No. 2 was drained to a point where the use of WAS Pump No. 2 was no longer feasible, an external pump was utilized. The evaluation of different methods for all work activities is critical to ensuring that Staff are being as efficient as possible and not simply doing work activities a certain way because "that's how we have always done it". Recently Staff have been challenged to evaluate current processes and procedures to ensure that we are performing tasks as efficiently, safely, and responsibly as possible.



Clarifier No. 2 – Removal from Service

Maintenance Department:

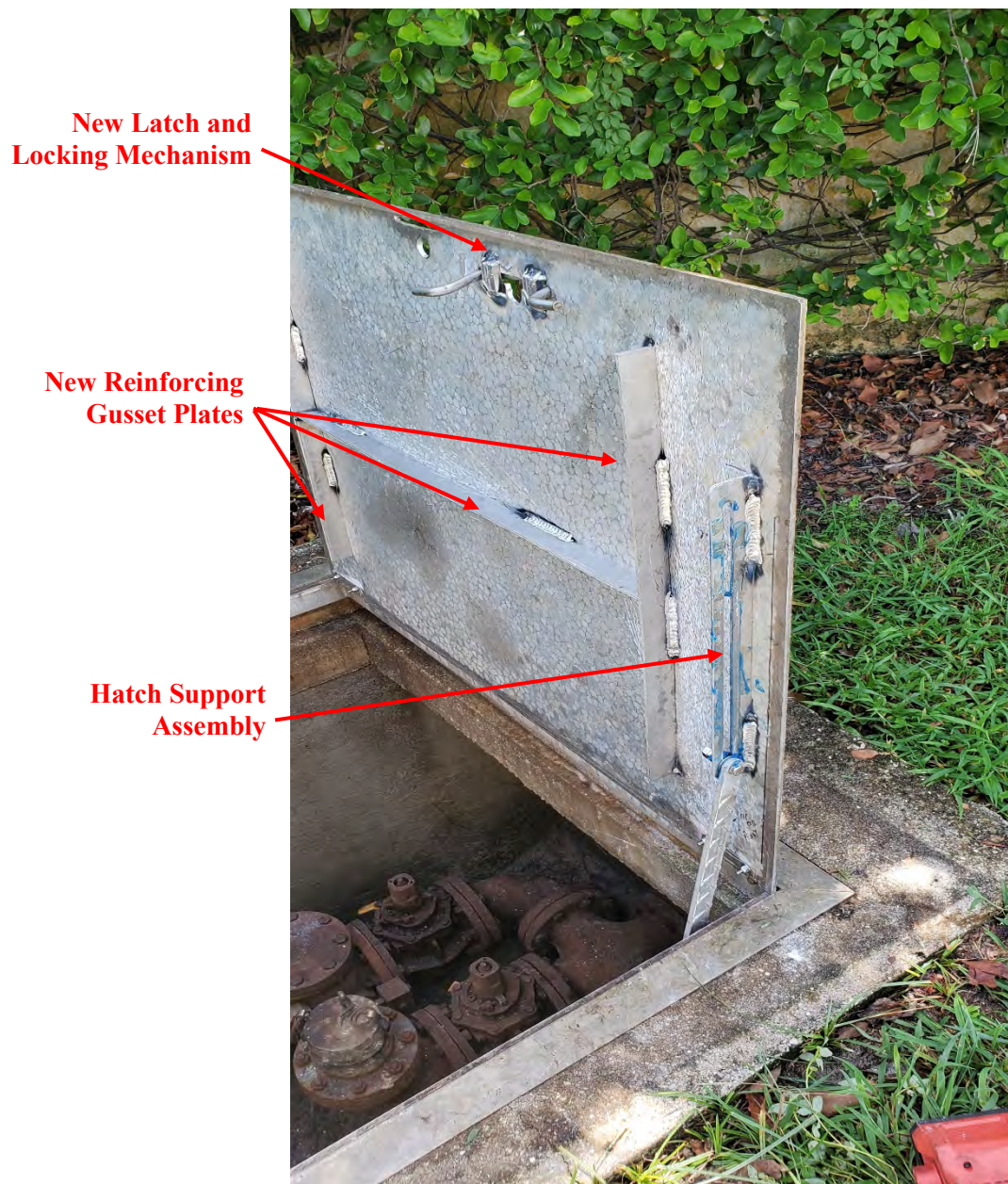
The Maintenance Department continued to efficiently perform planned maintenance (PM) tasks over the last monthly period. In addition to the completion of standard PM tasks the Maintenance Department addressed non-routine maintenance items as well as “special projects”. A few examples of these types of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

This month the District Maintenance Team worked closely with the Collections Department on a variety of different project tasks. The Maintenance Team fabricated, assembled, and installed a temporary alarm panel at Lift Station No. 006. The temporary panel was required to facilitate the completion of specific upgrades and improvements to the permanent control panel for the station. Maintenance also fabricated a temporary manhole cover to route the interconnecting electrical and control cabling from the temporary panel to the pumps and level control components.



Lift Station No. 006 – Temporary Alarm Panel and Manhole Cover

The Maintenance Team also assisted the Collections Department with the reinforcement and security enhancements to the valve vault access cover at Lift Station No. 069. Structural gusset plates were fabricated and welded to the underside of the cover plate to increase the rigidity of the cover. A new latch and locking mechanism as well as a hatch support assembly was also fabricated and installed to mitigate the potential for unauthorized access to the lift station discharge valving.



Lift Station 069 – Valve Vault Access Cover Enhancements

Loxahatchee River District

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2500 Jupiter Park Drive, Jupiter, Florida 33458

Telephone (561) 747-5700 • Fax (561) 747-9929 • 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: September 10, 2020
 SUBJECT: Monthly Governing Board Update for August 2020

WildPine Ecological Laboratory

Riverkeeper Project

In August, staff from the lab collected water quality samples from 27 monitoring stations throughout the watershed. Overall conditions improved this month due, in part, to the decreased amount of precipitation.



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

Year	Month	CountTN	PctGoodTN	CountTP	PctGoodTP	CountCLA	PctGoodCLA	CountBAC	PctGoodBAC
2019	August	44	93.2%	44	50.0%	44	47.7%	92	59.8%
2019	September	35	85.7%	35	45.7%	35	45.7%	79	87.3%
2019	October	33	93.9%	34	76.5%	32	43.8%	82	90.2%
2019	November	35	97.1%	35	77.1%	35	65.7%	82	80.5%
2019	December	16	100.0%	16	87.5%	16	87.5%	62	85.5%
2020	January	47	85.1%	47	55.3%	47	72.3%	98	76.5%
2020	February	25	96.0%	25	100.0%	25	72.0%	73	89.0%
2020	March	15	100.0%	15	100.0%	15	80.0%	64	87.5%
2020	April	25	100.0%	25	80.0%	25	52.0%	75	88.0%
2020	May	22	95.5%	22	86.4%	22	59.1%	70	65.7%
2020	June	16	87.5%	16	68.8%	16	75.0%	74	70.3%
2020	July	28	82.1%	28	57.1%	28	50.0%	68	80.9%
2020	August	27	96.3%	27	85.2%	27	74.1%	66	75.8%
Total		368	92.4%	369	70.5%	367	61.0%	985	79.4%

Loxahatchee River Water Quality Score Sheet for Total Nitrogen (TN), Phosphorus (TP), Chlorophyll a (CLA) and e. coli, fecal coliform and enterococci bacteria (BAC).

Gordon M. Boggie
Board Member

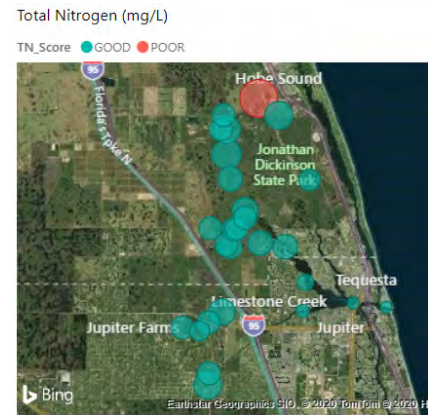
Dr. Matt H. Rostock
Board Member

Stephen B. Rockoff
Chairman

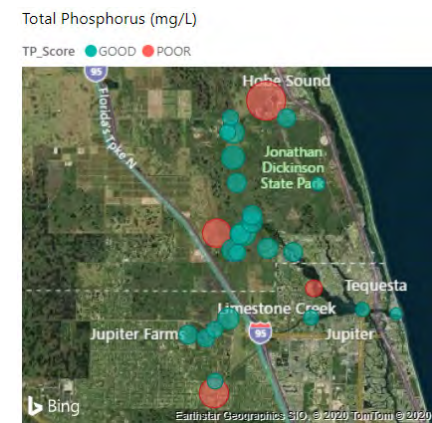
Harvey M. Silverman
Board Member

James D. Snyder
Board Member

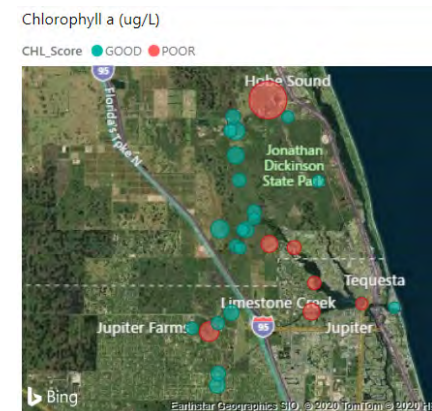
Total Nitrogen (TN) concentrations in August scored “Poor” at 1 of the 27 (3.7%) stations when compared to the Numeric Nutrient Criteria (NNC) water quality standards, which was an improvement over July. Station 59, located on Bridge Road, had the poorest TN at 1.8 mg/L. The average TN for all stations throughout the watershed in August 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.



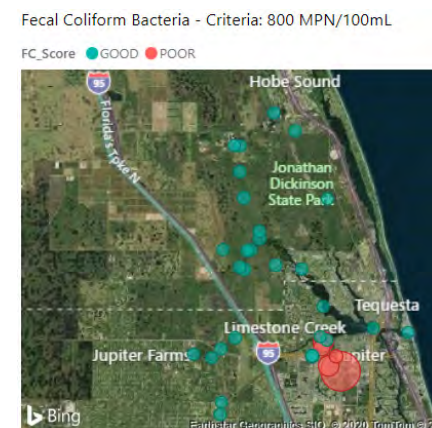
Total Phosphorus (TP) concentrations in August scored “Poor” at 4 of 27 (14.8%) stations when compared to the NNC water quality standards, also better than July. Station 59 on Bridge Road, which had elevated TN, also had the poorest TP at 0.22 mg/L, almost twice as high as the NNC (0.12 mg/L). Other elevated phosphorus concentrations included sites 104 (Hobe Grove Canal), 60 (entrance to the NW Fork, and WCS6 (Jupiter Farms Canal 6) as shown in the map right. The average TP for all stations throughout the watershed in August was 0.07 mg/L.



Chlorophyll (CLA) concentrations in August scored “Poor” at 7 out of 27 (25.9%) stations when compared to the NNC water quality standard for each station, also better than July. Increased chlorophyll concentrations were also found elsewhere throughout the watershed as indicated in the map at right. The highest CLA concentration was again Station 59 on Bridge Road at 67 ug/L. The average chlorophyll values for all stations was 11 ug/L, which is not unusual for this time of year as water temperatures reach the peak of the year.



For the combination of all fecal indicator bacteria (enterococci and fecal coliform in marine and brackish waters, E. coli and fecal coliform in fresh waters), 16 out of 66 (24.2%) samples collected scored “Poor” when compared to DEP’s Surface Water Quality Standards, which was slightly worse than the results we measured in July. The highest FIB concentration was found at Station TPJ in Jones Creek. Fecal coliforms were 15,531 MPN/100mL and enterococci were 5,172 MPN/100mL, which is unusually high even for that site that has high bacteria concentrations. Jones and Sims Creeks (Southwest Fork tributaries) continue to score poorly. Station 74, in the canal upstream of Sims Creek, which had very high bacteria concentrations last month, was back to typical levels this month (794 MPN/100mL fecal coliforms).



Related, we are continuing our investigations into the source of human waste identified through our partner study with FDEP and we recently collected a set of 8 strategically located samples within Jones Creek. The samples have been sent to a laboratory for molecular analysis and we should have results within 10 days.

Hydrologic Monitoring

In August, average rainfall across the watershed was higher than normal at 9.4", about 18% higher than the monthly historical average of 8.0". The NEXRAD radar-based rainfall measurements detected rain during each day in August with the largest single day total of 1.0" observed on August 19. Year-to-date cumulative rainfall through August is 50.1" which is about 31% above the historical average of 38.1". This long-term wet trend the region is experiencing continues to make 2020 among the wettest years on record (see figure right).

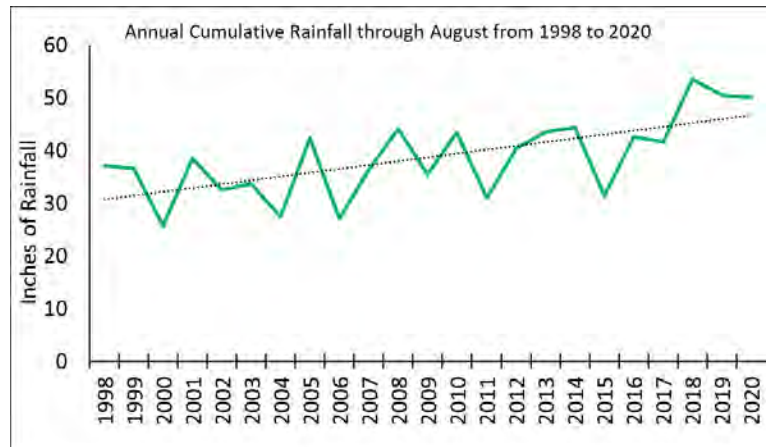
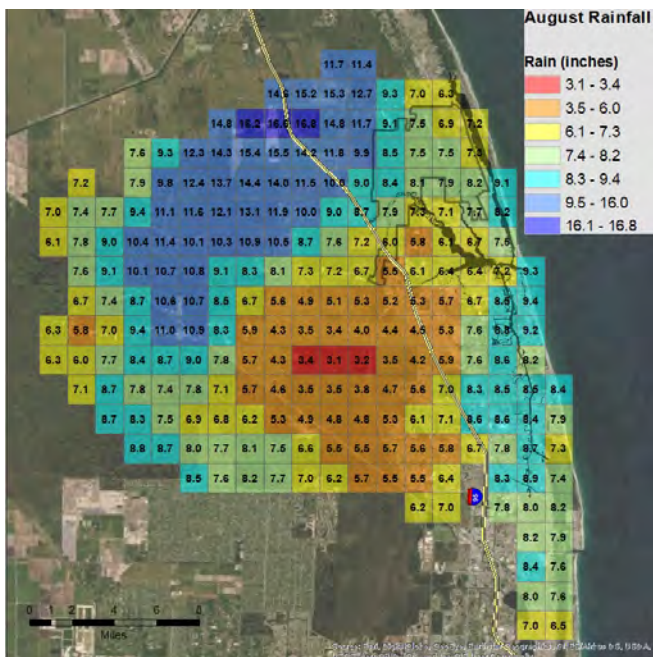


Figure shows cumulative annual rainfall using NEXRAD radar-based data. Green line indicates cumulative rainfall through August for each year since 1998, when the radar-based rainfall measurements began. Dotted line indicates long-term trend across all years.



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.

S-46 flood control structure, which peaked at only 72 cfs on August 7 before closing again on August 9 where it remained for the remainder of the month.

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 31 ppt and a minimum of 14 ppt.

Spatially, there was a 13.4" difference in rainfall total across the watershed between the driest and wettest regions of the watershed (figure left). While not unusual, the northwest region of the watershed, including portions of Jonathan Dickinson State Park, Hungryland Wildlife and Environmental Area, and Cypress Creek, experienced more rain - up to 16.8". The driest regions were the central portion of the watershed, including urban Jupiter and Jupiter Farms, which received as little as 3.4" of rain.

Concurrent with persistent rainfall came substantial, albeit variable, river flows. River flow measured at Lainhart Dam throughout August ranged from a low of 99.6 cfs on August 1, to a peak flow of 244 cfs on August 24, with an average for the month of 186 cfs. At the G-92 control structure, flow at the beginning of August was near zero, but by August 7 had increased to 156 cfs. For the remainder of the month flow fluctuated between 75 to 165 cfs with an overall average flow for the month of 114 cfs. Despite the persistent rains, there were limited flows through the

Oyster Spawning and Settlement Monitoring

The 28-day period ending August 24 brought substantial dichotomy in oyster spat settlement. Not only was there substantial difference in spat density between the Northwest Fork and Southwest Fork (figure right), there was also a large difference between the upstream and downstream sites in the Northwest Fork. In the Southwest Fork, settlement activity returned to normal for this period with mean density of 3,223 spat m² split evenly between the upstream and downstream sites. The interesting story was in the Northwest Fork where average spat

density for the period was again unusually high at 34,684 spat m², just slightly below the 36,684 spat m² experienced the previous sampling period but still several times higher than the 6,184 spat m² typically experienced during this same period. Oddly, 95% of this average density was observed at the downstream site where the density was a staggering 65,648 spat m²! To put this density in perspective, one tile which measures 7cm x 7cm (3in x 3in) had 834 individual oyster spat!

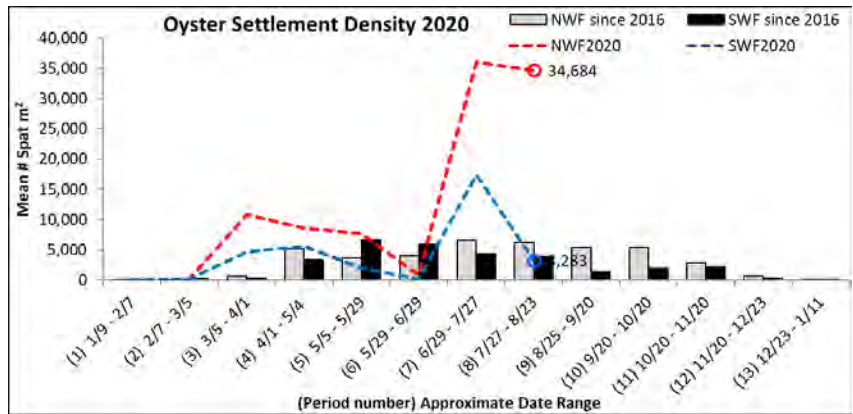
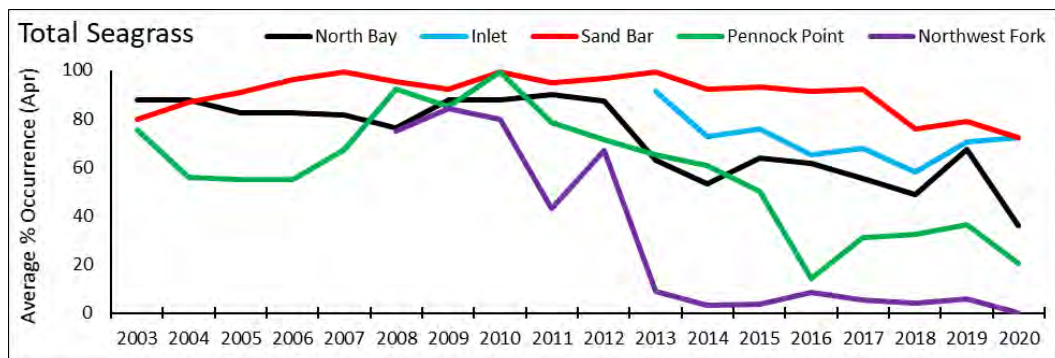


Figure shows mean oyster spat settlement for the Northwest Fork (gray bars) and the Southwest Fork (black bars) since 2016. Dashed lines show oyster spat settlement so far for 2020 in the NWF (red) and SWF (blue) with the most current density shown next to colored circles.

Bimonthly Seagrass Monitoring

Troubling times continue for seagrass in the estuary. August marked the third of four monitoring events planned for the 2020 seagrass monitoring season. Seagrass presence this month generally declined with most sites experiencing reduced seagrass presence compared to previous years. The lone increase in seagrass presence occurred at the Inlet site, where August 2020 was 72% occurrence compared to 70% during August 2019, and near the August peak observed in 2015 (see figure below). All other monitoring sites experienced declines compared to August 2019 with the largest decline occurring at the North Bay site in the Northwest Fork, which went from 67% occurrence in 2019 to only 36% in 2020, which is the lowest seagrass presence ever observed at this site since monitoring began in June 2003.



Total Seagrass percent occurrence during August of each year beginning in 2003. Data represent the average presence of seagrass regardless of species. North Bay (black), Sand Bar (red), and Pennock Point (green) were the original seagrass monitoring sites thus data go back to 2003. The sites Northwest Fork (purple) and Inlet (blue) were subsequently added in later years.

Like North Bay, the Sand Bar monitoring site is experiencing a decline with 72% seagrass occurrence compared to 79% observed in August 2019. Also like the North Bay site, the presence observed at Sand

Bar in the lowest ever measured for any month since June 2003. Seagrass at Pennock Point monitoring site also experienced a substantial decline at 21% occurrence compared to 36% August 2019 but still higher than the lowest measurement on record of 14% experienced in August 2015. At the Northwest Fork monitoring site where seagrass has been sporadically encountered in the past few years, we saw no seagrass presence. This was the first August sampling event since monitoring began at this site in 2007 that seagrass has been completely absent.

There were some notable observations for the different seagrass species. At the North Bay site, Johnson's seagrass had substantial presence immediately following the storms of September 2004 (Frances and Jeanne). At its peak in 2006, Johnson's occupied nearly 90% of this seagrass bed. However, in recent years this species has experienced a steady decline in presence and in August 2020 was only 3%; the lowest ever recorded for Johnson's grass at this site. Johnson's seagrass was also a major component at the Sand Bar site often occurring between 70-90% of the bed. However, in August 2020, Johnson's seagrass was only encountered in 13% of the samples; the lowest percent occurrence observed in several years. Manatee Grass was once abundant at both North Bay and Sand Bar sites but this species has seen substantial declines over the years. Most striking decline was observed at the Sand Bar site where Manatee Grass has not been observed since April 2018. In June 2018, Manatee Grass declined to less than 5% occurrence at the North Bay site for the first time since monitoring began at this site in June 2003 and has remained at less than 5% since that time.

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 times each in August.

The cumulative grades in August for all the parameters at Rivers Edge (LR107V) improved to a "B", despite the lower salinity values. The Inlet site (LR10V) started out well during the first half of the month but declined toward the end of the month. The lower grades were due mainly from low salinity and low dissolved oxygen levels detected during ebb tide samplings. Combined, the two sites scored a "B", which was a slight improvement from last month.

Volunteer water quality scoring.

August-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	84.4	2.7	31.9	8.1	5.9	92.0	1.0	A	B	A	D	A	A	86.7	B	
LR107V	80.6	VAB	0.0	7.2	4.2	52.4	1.0	A	F	A	B	B	A	80.4	B	
Average	82.5													84.0	B	

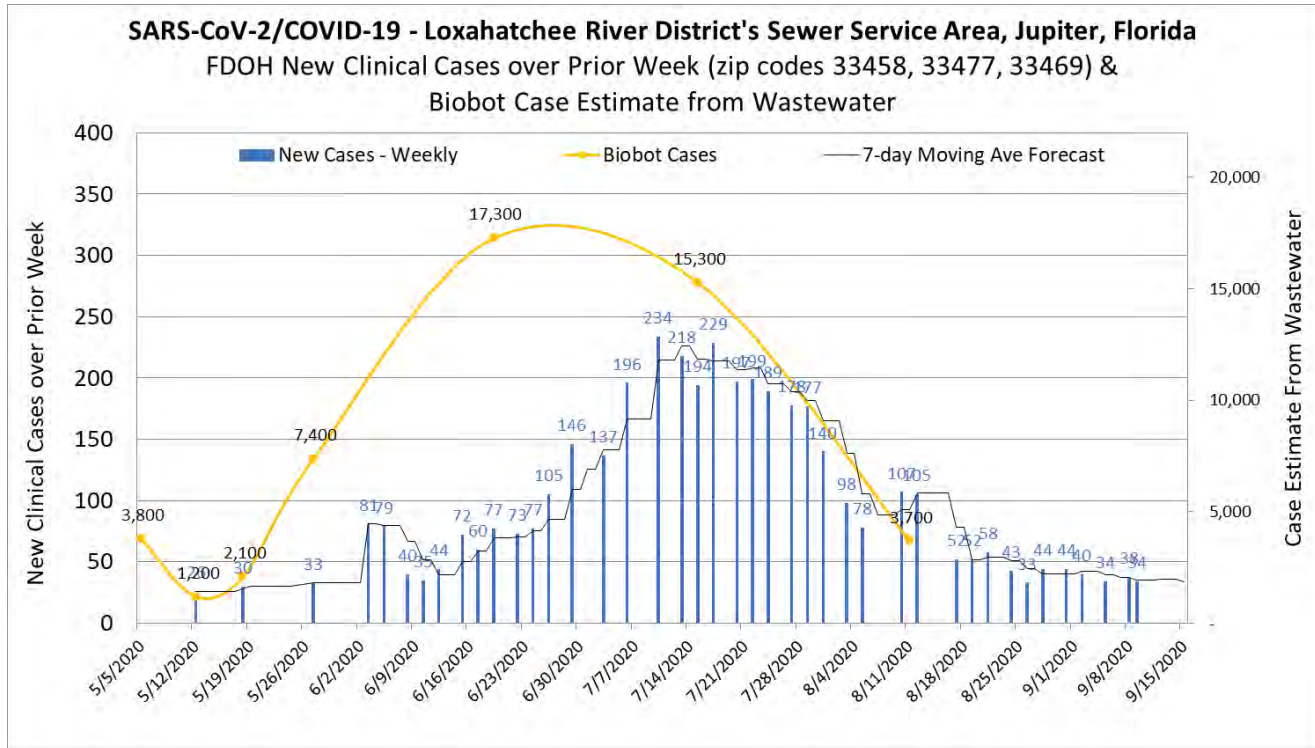
VAB (Visible at Bottom)

DO (Dissolved Oxygen)

ND (No Data)

Testing for COVID-19 in our Wastewater

On August 11th staff sampled our wastewater for the SARS-CoV-2 virus fragments in our wastewater. Biobot calculated an estimate of 3,700 covid cases within our service area, a dramatic decrease of 76% from the July 14th case estimate of 15,300. New clinical cases are hovering at about 35 per week. We look forward to the next set of results from our wastewater to see if this trend is holding. We sampled our wastewater on September 10th and should have the results for the Board meeting.



Customer Service

Payment Processing

3rd Quarter sewer bills were due August 19 and staff were busy processing nearly 19,700 payments totaling nearly \$2.8M. As we hoped, we had higher than usual payment counts for the second month of the quarter, following the 18% reduction in payment counts last month, which has brought us to marginally higher than usual count of satisfied accounts at the close of the second month of the quarter. We also saw another 2.5% increase in the number of automatic payments to 7,248 payments, as well as an 8% increase in payments through the customer's bank online bill pay service with 4,857 payments.

Covid Accommodations

Several customers have expressed their sincere appreciation for the accommodations and patience offered by the District's Board approved covid accommodations for managing delinquent accounts.

Information Technology (IT)

GIS Improvements

This month concluded the engineering internship of Ryan Thomas. While here, Ryan worked diligently on improving our Geographic Information System (GIS) by drawing 297 property easements that we have for our sewer infrastructure (example below). This information is valuable to our staff for knowing the extents of access we have for maintaining and improving our infrastructure. His work made a significant boost to our goal of loading all of the easement data shown on the record drawings to an estimated 75 percent completion.

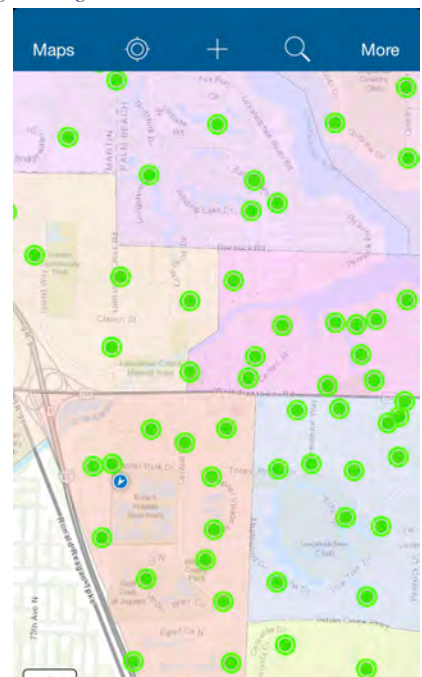
Thanks to Ryan for the quality work that he produced. Good luck in your future endeavors!



Example of property easements shaded in yellow as drawn by Ryan Thomas, Engineering Intern

Storm Damage Assessment Tool Training

Prior to Hurricane Isaias, Joel Weiner from our IT Team, provided refresher training to District staff scheduled to assist with damage assessment and recovery efforts. Our mobile damage assessment tool facilitates the recording, consolidation and synthesis of field and customer reported condition information. A big thanks goes out to all who participated in the training!



Field Damage Assessment App using ESRI Collector

Loxahatchee River Environmental Center

September 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	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	104%	185%
	Nov	99%	7.4	98%	95%	108%	190%	4.5	4.7	99%	176%
	Dec	97%	7.3	93%	81%	91%	188%	4.7	4.4	87%	158%
2020	Jan	152%	7.4	103%	76%	157%	94%	4.8	4.5	105%	185%
	Feb	128%	7.4	128%	89%	147%	313%	4.8	4.5	87%	201%
	Mar	60%	7.7	36%	30%	32%	82%	5.0	3.8	86%	135%
	Apr	0%	0.0	0%	0%	21%	0%	0.0	0.0	83%	112%
	May	0%	0.0	0%	0%	17%	0%	0.0	0.0	85%	67%
	June	0%	0.0	0%	0%	9%	0%	0.0	0.0	87%	25%
	July	0%	0.0	0%	0%	7%	0%	0.0	0.0	92%	23%
	Aug	0%	0.0	0%	0%	12%	0%	0.0	0.0	87%	19%
Consecutive Months at Green		0	0	0	0	0	0	0	0	0	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

Back in early July the River Center scheduled their annual aquarium maintenance with Eisenshine who was able to buff the acrylic in the dock piling tank, but unfortunately had some trouble in the Wild and Scenic. Apparently, Igor the Pacu, who has not seen or interacted with people since the River Center closed in mid-March, was not happy and did not appreciate having a diver in the tank with loud noises and vibrations. Igor was very stressed, and we had to stop. So, on Friday, August 28th we were able to borrow a large temporary tank from MacArthur Beach State Park and remove Igor while the diver finished buffing the acrylic. Two educators entered the aquarium and used a seine net to capture him while three



others were waiting to take him to his temporary hot tub for the day. Thankfully, everything went according to plan and all animals, educators, and divers made it out safely.

Secret Garden – Eagle Scout Project

Eagle Scout, Matthew Anderson, completed his project in the River Center’s “Secret Garden.” This part of the garden is meant to be whimsical and to encourage natural play. Matthew rebuilt our lean-to, put in some benches, a toadstool bird bath, a gnome garden, and a potting wall. The potting wall will be used to show case flowers at different times of the year. We plan to have children paint the pots and then help us to plant the seeds.



COVID-19

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. Palm Beach County recently moved to Phase 2 reopening, which means that we can potentially open to the public on a limited basis in the coming weeks.

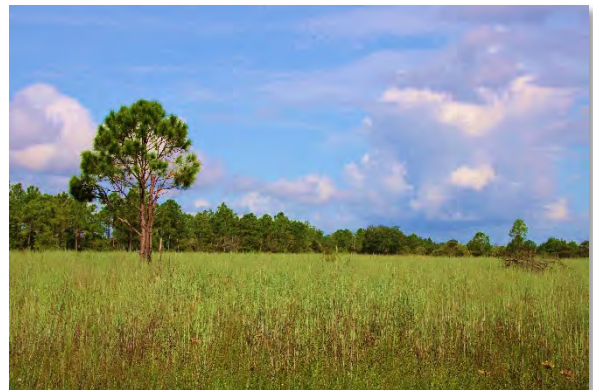
<https://www.facebook.com/loxahatcheerivercenter/>

<https://www.youtube.com/channel/UCwtVsFCrjRq-uFkUG5wVUw>

Special Programs

Nature Walk Expeditions

As the River Center starts to ramp back up with some of our education programs starting in September, we wanted to scout out and explore some new locations for our natural series. On Thursday, August 27th River Center educators went on a nature walk location expedition to Loxahatchee Slough Natural Area. Nine native Florida ecosystems are preserved at this 12,841-acre site: including flatwoods, hardwood hammock, wet prairie, marsh, and strand swamp. The Loxahatchee Slough Natural Area is part of the headwaters of the Loxahatchee Wild and Scenic River. A portion of the 72-mile Ocean to Lake Trail comes through here. Contrasts along the trail add interest to a long walk through pine flatwoods and vast areas of



restored

wetlands and
uplands. In

spots, trails on higher ground, snug with thick, tall vegetation, abruptly open into wide-angle vistas of marsh.

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 not be able to do in-person field trips this 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 for the time being. 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 also provide 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. These virtual field trips may 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.

“Take an Educator to Work” Day at LRD



LOW PRESSURE SYSTEMS

A DAY IN THE LIFE OF

Remi Gadoua

VAC-CON COLLECTIONS

A DAY IN THE LIFE OF

Marshall McGuire & Kenny Biro



I.Q. WATER SYSTEMS

A DAY IN THE LIFE OF

Donny Kehr & Thomas Ryan

The River Center staff spent three days with District staff in different divisions to learn more about how wastewater reaches the plant and how our Irrigation Quality water is distributed throughout the community. Our goal was understand not only what they did on a daily basis, but how their job affected

other processes at the Loxahatchee River District and the community, as well as identifying challenges to maintaining healthy systems. This was an excellent way for the River Center staff to gain first-hand knowledge about the systems outside of the plant site.

We will use the information, photographs and video that we obtained to enhance existing programs with additional information and to create new science programs based on the processes that we observed.



One important thing that we hope to provide are Public Service Announcements to help our community to understand the importance of a healthy wastewater treatment system and how they can help to maintain it. Finally, the videos and photographs will also be used to create educational videos that we will post to our website and training videos for new River Center staff. We hope the training videos will help our seasonal staff to quickly get up to speed on the processes of the Loxahatchee River District so that they are better informed and able to conduct programming.

In addition to the ride-alongs with the District staff, we also spent a morning at the Village of Tequesta Water Utility Plant. We learned about the reverse osmosis process, simple filtration, how they are mixed and then distributed to the residents of Tequesta.

We hope to continue with this type of training to include biosolids (pelletization) and other jobs at the District.



Upcoming River Center Events

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

September 19, 10 am – 11:30 am: Bloomin’ in the Garden: Let’s go explore! Join the River Center for our Bloomin’ in the Garden program, designed for children ages 3-7. The program will start at 10:00 am in the River Center Chickee Hut with a story time and a garden-themed craft. We will then move to our garden for a garden themed hands-on activity. When it’s time to go home, children will receive a plant to take home to start their own garden! So, don’t miss this exciting opportunity for your little ones to enjoy nature! Spaces are limited and RSVP is required. Only one adult per child please due to COVID-19 restrictions. Everyone must wear a mask. Please come prepared and dress comfortable for being outside in the garden. All equipment will be provided, and this program is free of charge. Donations are always welcome. Please RSVP to attend!

September 22, 10 am – 12 pm: Kayak Tour – Burt Reynolds Park: Join the River Center for our Public Kayak Tour around the Jupiter lagoon areas. Explore Fullerton Island and Sawfish Bay. All equipment will be provided but interested participants should bring water shoes, sunscreen, and plenty of water! The cost for this program is \$20 per person. Due to COVID-19, everyone must “paddle with a partner”, so each registration has a minimum of 2 people (no single registrations) for our tandem kayaks. Make sure to reserve your spot today! Space is limited!

September 25, 9 am – 11 pm: Nature Hike – Cypress Creek North Natural Area: Join the River Center on our Nature Walk through the Cypress Creek Natural Area. This is an intermediate to advanced level hike with uneven terrain, narrow trails, heat and swamp (water) hiking. Immerse yourself in this local natural area. Interested participants should wear closed toed shoes, comfortable clothing and bring plenty of water. Make sure to RSVP to this event! Space is limited. Due to COVID-19, there will be staggered start times to accommodate more guests. No more than 8 guests per group.

September 30, 4 – 5 p.m.: Science with Sam (Erosion): Every Wednesday from 4:00 pm – 5:00 pm, join our Scientist Sam for different science activities for our K-5th grade aged children. Activities will include garden exploration and hand-on opportunities with wildlife. Each week has a different theme! There is no cost for this program but please RSVP to attend.

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



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 11, 2020
Subject: District Safety Report for August 2020

Safety Metrics: August 2020

OSHA recordable injuries: **One**
Lost time injuries: **None**
Actual TRIR: **5.3** [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.

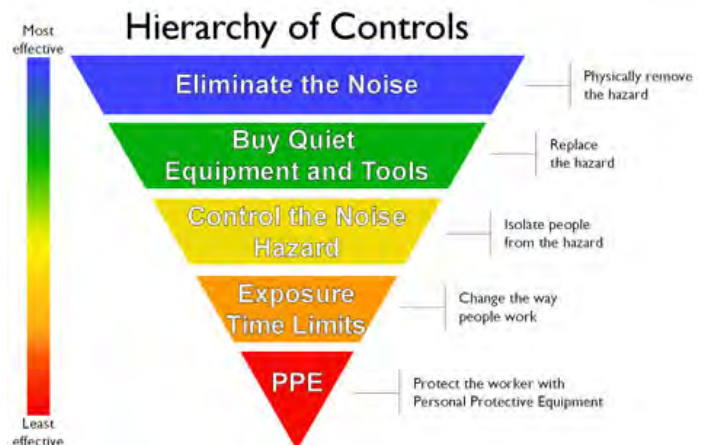
Safety Corner

Please refer to the Operations - Plant Manager's Report for a narrative of Safety Related Infractions which occurred at the District's WWTP during the month of August.

This month saw an increase in the number of ToolBox (aka; Job Hazardous Analysis) Talks performed by LRD employees when performing critical tasks. Specific recognition should be given to Construction and Collections Staff members for consistently performing a Job Hazardous Analysis prior to initiating work. LRD Safety Manual 4.2 states "JHA should be used for critical tasks and challenging work areas, e.g., confined space, trenching or shoring, work in a roadway (MOT), work under suspended loads, and any additional task or scope of work that presents a high difficulty." LRD Safety Manual 4.3 also reminds us that an "JHA and PPE Assessment shall be performed while performing such "non-routine task". The hierarchy of controls (image below) gives us guidance on assessment level and emphasizes the importance of controlling hazards, e.g., Lock-out/Tag-out, Confined Space Entry, Maintenance of Traffic.

The District values each and every LRD Team Member. We appreciate their diligent efforts to complete each task. In the face of yet another safety incident, the LRD Safety Team (including Management) is committed to redoubling our efforts to focus on staff safety. We are working to implement additional, remedial safety training, and we are working to ensure staff understand the clear priority of working safely.

The mandate for staff to align themselves with our Safety Policies is clear. Staff that are not willing to take safety seriously will face consequences – including termination. The LRD Management team values each and every team member and desires to see them go home to their families the same way they came to work – happy and healthy. We can only achieve this when all team members are focused on safety.



Gordon M. Boggie
Board Member

Stephen B. Rockoff
Board Member

Dr. Matt H. Rostock
Chairman

Harvey M. Silverman
Board Member

James D. Snyder
Board Member

Training

Emphasis for the past several weeks has been Hazard Analysis & Individual Accountability. We have worked to improve understanding of the word “potential” by addressing the 4 Q’s and their importance. Addressing these four (4) questions will enable the employee to STOP; Stop, Think, Observe, Plan.

Hazard Analysis & Individual Accountability

The District Safety Officer works with supervisors and staff throughout the organization on a daily basis 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?

This month the District Safety Officer worked with relevant staff to conduct targeted job hazard analyses for the following projects:

Checking manholes and cleaning

Cleaning of manholes and troughs – removing built-up debris

Primary hazards: temporary maintenance of traffic, splash from raw sewage, lifting of manhole covers, environmental hazards.

Mechanical hazards: Pinch points, hose integrity (cuts, rashes, scrapes, and broken jackets), noise hazards, jetting high pressure from vac-con through lateral lines, possible back-up to resident house

Onsite training: Procedures, temporary maintenance of traffic, set-up, PPE, tools and their uses, leading edge.

Job Hazard Analysis: Yes

Pulling Pump for maintenance (Collections)

Primary hazards: barricades, set-up of crane and outrigger position, overhead hazards, exposed hazardous energy (LO/TO), environmental

Safety Mitigation: Soft soil stabilization for outriggers, type of gloves (leather while working with wire braided rope and nitrile while working with raw sewage), inspection of crane components, safety glasses (face shields), situational awareness, barricades

Job Hazard Analysis: Yes

Confined Space - Leak Repair (Construction)

Primary hazards: pre-check of atmosphere, 25’ deep dry well with pump maintenance, mechanical ventilation installed, inspection on davit arm and harness, dropped tools from leading edge

Safety Mitigation: 3-Point contact while descending ladder, inspection of fall protection, continuous monitoring of atmosphere,

Onsite training: Atmospheric testing, inspection of entry tools, permits and procedures, housekeeping of tools around leading edge.

Job Hazard Analysis: toolbox talk and confined space permit

Safety Quote of the month: *Lock-Out/Tag-Out; Do not take your life for granted.*

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



MEMORANDUM

TO: Governing Board

FROM: Administration Staff

DATE: September 10, 2020

SUBJECT: Consultant Payments

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	\$15,690.70	\$122,418.65
Holtz	\$9,092.50	\$201,242.85
Baxter & Woodman	\$15,062.68	\$190,241.98

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.

J:\BOARD\Consult2020.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

Future Business



Neighborhood Sewering:

- 181st Street Gravity Construction Contract
- Preliminary Assessment - Country Club Drive
- Preliminary Assessment - Thelma Avenue
- Preliminary Assessment - Island Country Estates

Other:

- Lift Station 82 Conversion
- Greenhouse Gas Emissions Evaluation
- Odor Control Improvements Study
- Master Lift Station Bypass Study
- Employee Health Insurance
- Public Records & Records Retention Policy
- Continuing Services Contract
 - Collections and Transmission
 - Wastewater Treatment Facility
 - Reuse System
 - Admin, Education and Maintenance Facilities