

# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458

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



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

## AGENDA

### REGULAR MEETING #25-2020

**OCTOBER 15, 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 5**
  - C. Additions and Deletions to the Agenda
3. Comments from the Public
4. Status Updates
  - A. Loxahatchee River Watershed **Page 13**
  - B. Loxahatchee River District Dashboard **Page 14**
5. Consent Agenda (see next page) **Page 15**
6. Regular Agenda
  - A. Consent Agenda Items Pulled for Discussion
  - B. Busch Wildlife Sanctuary License Agreement **Page 91**
  - C. Rules Chapter 31-10 Rates, Fees and Charges Rocking Horse Lane Sub-Regional Line Charge **Page 114**
  - D. Rules Chapter 31-11 Special Assessments **Page 116**
  - E. Employee Health Insurance **Page 122**
7. Reports (see next page) Pulled for Discussion
8. Future Business **Page 163**
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: October 5, 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. Portable Pump Purchase – to approve purchase **Page 16**
- B. Septage Receiving Policy – to approve policy **Page 17**
- C. Social Media Policy – to approve policy **Page 22**
- D. Public Records, Record Retention & Disposition Policy – to approve policy **Page 28**
- E. IQ Water Renewal for Palm Beach County Schools – to approve agreement **Page 33**
- F. Preliminary Assessment: Island Country Estates (Resolution 2020-13) **Page 42**
- G. Girl Scouts of Southeast Florida, Inc. Partnership Agreement – to approve agreement **Page 54**
- H. Professional Engineering Services Continuing Contracts – to approve contracts **Page 71**
- I. General Construction Services Contract – to award contract **Page 86**
- J. Fixed Asset Disposal – to approve disposal **Page 88**
- K. Change Orders to Current Contracts – to approve modifications **Page 89**

## **7. REPORTS**

- A. Neighborhood Sewering **Page 123**
- B. Legal Counsel's Report **Page 125**
- C. Engineer's Report **Page 128**
- D. Busch Wildlife Sanctuary **Page 132**
- E. Director's Report **Page 133**

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

**AGENDA**  
**PUBLIC HEARING #23-2020**  
**OCTOBER 15, 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 Chapter 31-10 Rates, Fees and Charges Rocking Horse Lane Sub-Regional Line Charge
4. Comments from the Board
5. Adjournment

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

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

Submitted by:  
Date: October 5, 2020

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Gordon M. Boggie  
Board Member

Dr. Matt H. Rostock  
Board Member

Stephen B. Rockoff  
Chairman

Harvey M. Silverman  
Board Member

James D. Snyder  
Board Member

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

**AGENDA**  
**PUBLIC HEARING #24-2020**  
**OCTOBER 15, 2020 - 6:57 P.M. AT DISTRICT OFFICES**  
**ALL MEETINGS ARE OPEN TO THE PUBLIC**

1. Call to Order and Pledge of Allegiance
2. Roll Call
3. To receive public comments pertaining to Rules Chapter 31-11 Special Assessments
4. Comments from the Board
5. Adjournment

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

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

Submitted by:  
Date: October 5, 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: October 9, 2020

RE: Approval of Meeting Minutes

Attached herewith are the minutes of the Public Hearing and Regular Meeting of September 17, 2020. As such, the following motion is presented for your consideration.

“THAT THE GOVERNING BOARD approve the minutes of the September 17, 2020 Public Hearing and Regular Meeting as submitted.”

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Gordon M. Boggie  
Board Member

Dr. Matt H. Rostock  
Board Member

Stephen B. Rockoff  
Chairman

Harvey M. Silverman  
Board Member

James D. Snyder  
Board Member

Ref. 21-2020

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT  
PUBLIC HEARING – MINUTES  
SEPTEMBER 17, 2020

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Chairman Rockoff called the Public Hearing of September 17, 2020 to order at 6:55 P.M.

2. ROLL CALL

The following Board Members were in attendance:

Mr. Rockoff  
Dr. Rostock  
Mr. Snyder  
Mr. Boggie

3. TO RECEIVE PUBLIC COMMENTS PERTAINING TO THE FINAL FISCAL YEAR 2021 BUDGET

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.

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BOARD CHAIRMAN

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BOARD SECRETARY

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RECORDING SECRETARY

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT  
REGULAR MEETING - MINUTES  
SEPTEMBER 17, 2020

1. CALL TO ORDER

Chairman Rockoff called the Regular Meeting of September 17, 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. Snyder  
Mr. Boggie

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

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

Ms. Wynne from Busch Wildlife Sanctuary was also in attendance (via GotoWebinar).

Public attendees included Mr. Matthew Gitkin, Mr. Leroy VanderPutten and Mr. Sam Howard.

B. PREVIOUS MEETING MINUTES

The minutes of the Public Hearings and Regular Meeting of August 20, 2020 were presented for approval and the following motion was made.

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

“THAT THE GOVERNING BOARD approve the minutes of the August 20, 2020 Public Hearings and Regular Meeting as submitted.”

C. ADDITIONS & DELETIONS TO THE AGENDA

Items 5A, 5C and 5E were pulled from the Consent Agenda and Item 5K was moved to the Regular Agenda.

### 3. COMMENTS FROM THE PUBLIC

Mr. VanderPutten stated that he does not think the District's billing procedures are fair and equitable because we bill based on the number of toilets.

### 4. STATUS UPDATES

#### A. LOXAHATCHEE WATERSHED STATUS

Mr. Howard gave an update on SARS-CoV-2/Covid-19 Monitoring in Wastewater. Following his presentation, the Governing Board gave consensus to increasing the sampling to weekly.

A break was taken between 7:58 and 8:03 PM.

#### 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 September 17, 2020 with the exclusion of Items 5A, 5C 5E and 5K.”

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

#### B. Environmental Monitoring Policy – to approve policy

“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.”

#### D. Submersible Pump Purchase – to approve purchase

“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.

#### F. Rocking Horse Lane Sub-Regional Line Charge – to approve charge

No action was taken.

#### G. Lift Station 291 Emergency Generator – recommendation of award

“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.



H. Lift Station 163 Emergency Generator – to approve purchase

“THAT THE DISTRICT GOVERNING BOARD authorize the “piggy-back” of the Florida Association of Counties 125KW Generator Package Specification # 102 with ACF Power Systems, Inc. as detailed in the attached quote dated September 10, 2020 in the amount of \$49,055.00.”

I. Alternate A1A 24-Inch Force Main Cleaning and Inspection – recommendation of award

“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.”

J. Home Depot Open Purchase Order – to authorize annual purchase order

“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.”

M. Biosolids Processing (Solid Waste Authority) – to approve contract

“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.”

N. Odor Control (Evoqua) – to approve contract

“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.”

O. Biosolids Hauling (Synagro) – to approve contract

“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.”

P. Chlorine (Brenntag Mid-South) – to approve contract

“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.”

Q. Bill Printing and Postage (Arista) – to approve contract

“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.”

R. Bulk Polymer (SNF Polydyne) – to approve contract

“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.”

S. Septage Hauling Contract (Bradford) – to approve contract

“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.”

T. 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 TE92-1 and TE87-1 in the schedule above.”

U. Change Orders to Current Contracts – to approve modifications

No Change Orders were presented.

6. REGULAR AGENDA

A. CONSENT AGENDA ITEMS PULLED FOR DISCUSSION

Dr. Arrington reviewed the proposed fuel procurement purchase memo.  
MOTION: Made by Mr. Boggie, Seconded by Mr. Snyder,  
Passed unanimously.

5K. Bulk Fuel Procurement – to authorize purchase

“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 for an amount not to exceed \$285,250 using the District's bulk fuel procurement procedure."

B. Busch Wildlife Sanctuary License Agreement

Mr. Shenkman reviewed the latest proposed revisions to the agreement.

MOTION: Made by Mr. Snyder, Seconded by Dr. Rostock,  
No vote (see Motion to table below).

"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."

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

"That the Governing Board table the Motion."

Mr. Gitkin expressed concerns about the District's lack of urgency in renewing the Busch Wildlife Sanctuary License Agreement.

C. Rules Chapter 31-11 Special Assessments

Dr. Arrington reviewed the proposed changes to Rules Chapter 31-11. The Board expressed support for revising the assessment interest rate to the Wall Street Journal Prime Rate plus 2.0%.

No action was taken.

D. Extension of Covid-19 Considerations

Dr. Arrington reviewed the proposed extension of Covid-19 Considerations.

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

"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."

E. Fiscal Year 2021 Final Budget

Dr. Arrington reviewed the Final Budget.

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

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

## 7. REPORTS

The Operations report under the Director's Report section was pulled and discussed.

The following reports stood as written.

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

## 8. FUTURE BUSINESS

Dr. Arrington reviewed the Future Business report.

## 9. COMMENTS FROM THE BOARD

Mr. Boggie addressed the recent safety incidents, and expressed his strong concern that things must be done to improve safety compliance among District Staff.

## 10. ADJOURNMENT

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

"That the regular meeting of September 17, 2020 adjourns at 9:21 PM."

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BOARD CHAIRMAN

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BOARD SECRETARY

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RECORDING SECRETARY



## Loxahatchee River Watershed Status New Water Quality Scorecard

As part of our ongoing efforts to effectively communicate the results of our extensive River Water Quality Monitoring Program to a variety of audiences, we have been working on a new Water Quality Scorecard web page. This new web page summarizes our renowned water quality data into a simple, single score each month. In addition, the site is organized to provide the presentation of results in a progression of increasing detail, both spatial and tabular, for the user to explore, depending on their degree of interest. At our meeting we will take you on a brief tour of our new Water Quality Scorecard.

### Loxahatchee River District Water Quality Scorecard

Results scored to FDEP/EPA Water Quality Criteria

#### Monthly Water Quality Score

September  
2020

**79%**

Overall

**134**

Total Samples

Same Month Last Year:

**71%**

**100%**

Total Nitrogen

**88%**

Total Phosphorus

**76%**

Chlorophyll a

**73%**

Bacteria

Last Year:

**86%**

**46%**

**46%**


**87%**

**Green:** 80% - 100%  
**Yellow:** 60% - 79.9%  
**Red:** < 60%

The Water Quality Score is computed as the percentage of samples collected during the month that meet the FDEP/EPA water quality standard for that sampling location.

# 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	%
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	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
2020	Dec	108%	6.9	0	1	310	0	1,291	18	\$ 33,400,263	105%	87%	92%	83%	0	0	6.1	1 > 200
	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
Sept	21%	6.9	0	0	50; 0	0	1,221	4	\$ 35,344,038	100%	86%	75%	20%	0	0	14.0	5 > 200	
Consecutive Months at Green		0	136	7	7	1	2	120	2	135	98	20	57	0	1	3	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  
Capital Projects (on time)  
Salinity  
River Water Quality

**Explanation**

The COVID-19 pandemic caused closure of the River Center in mid-March. The River Center has resumed a few, select programs and is continuing to provide online content and working on other projects (see River Center report for links).  
Project performance is not as bad as it appears. We have been deleting projects from consideration as they are completed, which leaves only incomplete projects on the list. Next month and throughout FY2021 staff will begin using a new methodology to better reflect how we are scheduling, tracking, and assessing timely performance of key projects. See Kris' report for more information.  
Meaningful rains combined with an already saturated watershed are producing significant runoff (e.g., average flows over Lainhart Dam of 205 cubic feet per second; S-46 flood control releases up to 358 cubic feet per second) that are driving depressed salinity in downstream portions of the river and estuary. See Bud's report for more info.  
Five sites (all located in the Northwest Fork: Cypress Creek mouth; Trapper Nelson's dock; Kitching Creek mouth; Island Way bridge; river mile 3.2) had fecal coliform bacteria concentrations that exceeded 200 cfu/100ml. These elevated values appear to be driven by the incredibly wet conditions impacting this portion of the watershed, which has received a staggering 80-inches of rainfall so far this year. See Bud's report for additional details.



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

## MEMORANDUM

TO: Governing Board  
FROM: Administration Staff  
DATE: October 6, 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. Portable Pump Purchase – to approve purchase
- B. Septage Receiving Policy – to approve policy
- C. Social Media Policy – to approve policy
- D. Public Records, Record Retention & Disposition Policy – to approve policy
- E. IQ Water Renewal for Palm Beach County Schools – to approve agreement
- F. Preliminary Assessment: Island Country Estates (Resolution 2020-13)
- G. Girl Scouts of Southeast Florida, Inc. Partnership Agreement – to approve agreement
- H. Professional Engineering Services Continuing Contracts – to approve contracts
- I. General Construction Services Contract – to award contract
- J. Fixed Asset Disposal – to approve disposal
- K. 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 October 15, 2020 as presented.”**

Signed,

D. Albrey Arrington, Ph.D.  
Executive Director

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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

## Item 5A

This item will be presented at next month's meeting.



# Loxahatchee River District

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



To: Governing Board  
From: Jason A. Pugsley, P.E., Operations – Plant Manager  
Date: October 9, 2020  
Subject: Septage Waste Hauling & Disposal Policy

The Loxahatchee River District is committed to consistently providing high-level treatment of the Liquid Waste collected and conveyed or discharged to the District's wastewater treatment facility (WWTF). To ensure that the WWTF reliably meets the high-level treatment standards, Staff has developed this straightforward policy. The intent of the policy is to limit the source and character of hauled Liquid Waste that can be disposed of into the District's WWTF, because certain waste could have a detrimental impact on the treatment and performance of the District's WWTF as well as on the quality of the Irrigation Quality Water distributed to the District's reclaimed water customers. In conjunction with this policy, Staff has also developed a Standard Operating Procedure (SOP) to ensure that all Staff are consistently implementing and complying with the spirit of the Septage Waste Hauling and Disposal policy. A flowchart which provides a visual display of the sequence of activities outlined in the SOP was also developed. A copy of the flowchart is attached for reference.

The following motion is recommended for approval:

**“THAT THE DISTRICT GOVERNING BOARD approve the attached Septage Waste Hauling & Disposal Policy direct the Executive Director to implement the policy with an effective date of October 16, 2020.**

Gordon M. Boggie  
Board Member

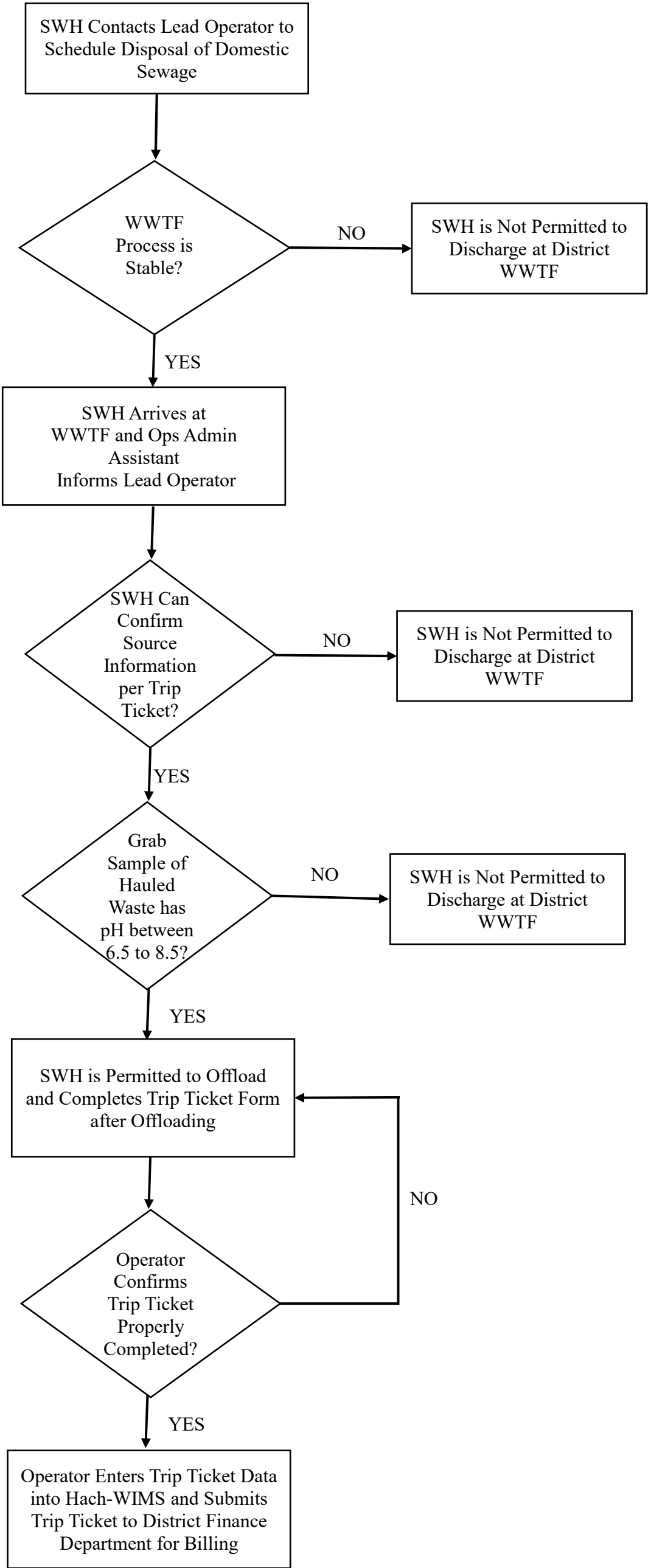
Dr. Matt H. Rostock  
Board Member

Stephen B. Rockoff  
Chairman


Harvey M. Silverman  
Board Member

James D. Snyder  
Board Member

Septage Waste Hauling and Disposal Process Flowchart



SWH = Septage Waste Hauler  
WWTF = Wastewater Treatment Facility

	LOXAHATCHEE RIVER DISTRICT	Doc No:	LRD-POL-OPS-01.00
		Effective Date	TBD
		Revision History:	0
Author: Deveyand Dave & Jason Pugsley, P.E.		Revision No.	0
		Review Date:	None
		Page:	1 of 3
Issuing Department: Operations			

## SEPTAGE WASTE HAULING AND DISPOSAL POLICY

### Purpose

This policy establishes the requirements and criteria for a Septage Hauling Company to use the District's Wastewater Treatment Facility (WWTF) for the off-loading and disposal of hauled Liquid Waste. This policy has been developed to minimize the likelihood that hauled Liquid Waste off-loaded at the District's WWTF will cause an Interference or result in detrimental impacts to the biological, solids separation, and/or biosolids dewatering processes employed at the District's WWTF.

### Policy

It is imperative that the District maintain the functionality of the District's WWTF. Therefore, the District shall limit disposal of hauled Liquid Waste to the District's WWTF pursuant to this policy. This policy limits the source and character of hauled Liquid Waste that can be disposed of into the District's WWTF, because certain waste could have a detrimental impact on the treatment and performance of the District's WWTF as well as the quality of the Irrigation Quality Water distributed to the District's reclaimed water customers. Therefore, the following criteria must be strictly adhered to:

1. The only type of Liquid Waste permitted to be off-loaded and disposed of at the District's WWTF is residential Domestic Sewage (i.e. wastewater). The District strictly prohibits off-loading and disposal of any other residential or non-residential hauled Liquid Waste, including waste from grease traps, industrial process water, car wash reclamation systems, gas stations, mobile waste bin cleaning systems, or similar, at the District's sole discretion.
2. Septage haulers must be pre-approved prior to attempting to off-load Liquid Waste at the District's WWTF.
3. The District strictly prohibits off-loading and disposal to the District's WWTF any residential or non-residential hauled Liquid Waste originating from outside the District's service area as defined in Palm Beach and Martin County Comprehensive Plans (see Figure 1).
4. Prior to discharging any hauled Liquid Waste at the District's WWTF, the waste hauler must disclose, in writing, the source of all wastes to the District. The Septage Hauling Company will be required to verify the source(s) of all hauled wastes including the following:
  - a. Name of residence owner
  - b. Street address of residence. The address must be included on the "Trip Ticket" for the hauled Liquid Waste
  - c. Phone number of residence owner
  - d. Reason for septage pick-up, hauling and disposal
  - e. Estimated volume (gallons) of each address if more than one address

5. All Septage Hauling Companies are required to apply for re-authorization annually no later than November 1<sup>st</sup>.
6. If it is determined that a hauled Liquid Waste meets the District's requirements for discharging to the District's WWTF, the only location where the hauled Liquid Waste is legally permitted to be discharged at is the septage receiving station located immediately adjacent to the headworks structure at the District's WWTF site. Off-loading of hauled waste at any other location will result in District enforcement, including prosecution and fines, as outlined in Sections 10 and 11 of District Rule Chapter 31-13 entitled "Regulation of Sewer Use". Furthermore, illegal discharges will be reported to the Florida Department of Environmental Protection and the local Health Department.

The District reserves the right to refuse hauled Liquid Waste during a declared emergency.

### Definitions

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

- A. Discharge: The introduction of Domestic Sewage at the District's WWTF from any domestic source. All discharges shall be at the septage receiving station located immediately adjacent to the headworks structure.
- B. Domestic Sewage (wastewater): Water-carried sewage from residential dwellings, commercial buildings, and institutions, whether treated or untreated, which are discharged to the District's WWTF on a continual basis.
- C. Headworks: The first treatment process unit at a WWTF where raw Domestic Sewage is introduced and inorganic solids (i.e. papers, plastics, etc.) and grit are removed from the waste stream.
- D. Interference: A discharge which alone or in conjunction with a discharge or discharges from other sources, either:
  - a. Inhibits or disrupts the WWTF, its treatment processes and/or operations.
  - b. Inhibits or disrupts its biosolids processes, use or disposal; or
  - c. Is a cause of a violation of the District's FDEP Domestic Wastewater Facility permit.
- E. Liquid Waste: Any form of liquid residue that is hazardous to the environment or people (Domestic Sewage, fats, oil, grease, gas station residue, industrial chemical, etc.)
- F. pH: A measure of the acidity or alkalinity of a substance, expressed in 0 to 14 standard units with 7 being neutral.
- G. Septage Hauling Company: A private company which collects Domestic Sewage from residential, commercial and/or institutional sources and transports the sewage to a WWTF for treatment and disposal.
- H. Trip Ticket: A chain-of-custody document which tracks and inventories the source, type and volume of all Domestic Sewage collected and hauled to a WWTF for treatment and disposal.

### Relevant Procedures

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

- A. Septage Waste Hauling and Disposal Standard Operating Procedure

### Relevant Policies

The following policies may relate to this policy:

- A. Chapter 31-3 Regulations for Sewer Systems
- B. Chapter 31-13 Regulation of Sewer Use (District Pretreatment Ordinance)



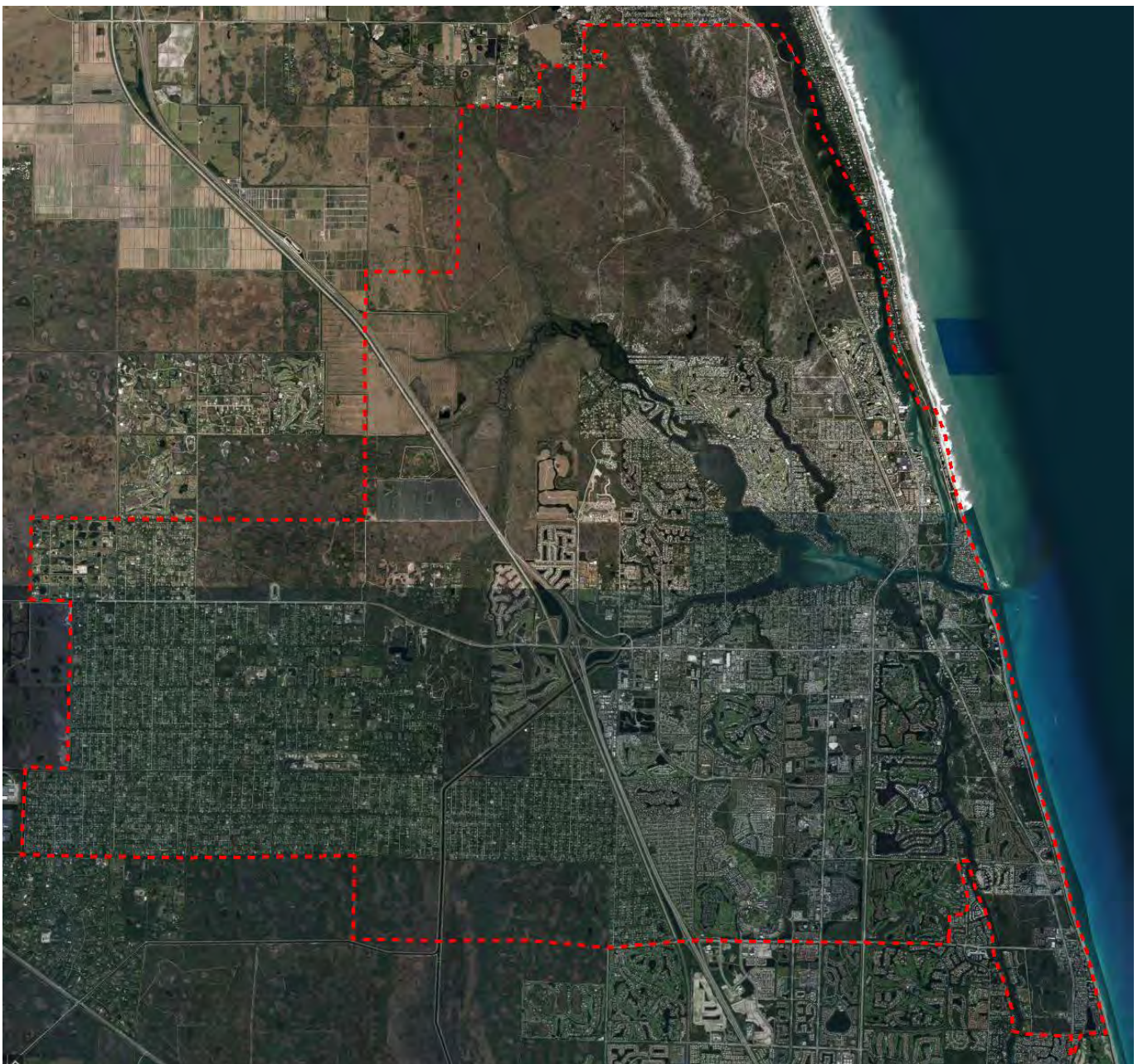
## Consequences

Failure of any Septage Hauling Company to comply with all requirements stipulated in this policy will result in the immediate and permanent revocation of privileges to dispose of hauled Liquid Waste at the District's WWTF. In the event that the District discovers or it can be substantiated that any hauled Liquid Waste is being unlawfully introduced into the District's collection system all parties involved are subject to District enforcement, including prosecution and fines, as outlined in Sections 10 and 11 of District Rule Chapter 31-13 entitled "Regulation of Sewer Use". Furthermore, illegal discharges will be reported to the Florida Department of Environmental Protection and the local Health Department. All violations will be prosecuted to the fullest extent of the law as applicable under local and State laws.

## Policy Questions

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

**Figure 1 - Loxahatchee River District Service Area**



# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458-8964

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

## MEMORANDUM


TO: GOVERNING BOARD  
FROM: D. ALBREY ARRINGTON, Ph.D.  
DATE: OCTOBER 7, 2020  
SUBJECT: SOCIAL MEDIA 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 a Social Media Policy. As part of our environmental education programs we engage the public via Social Media (e.g., Instagram, Facebook).

On the following pages you will find a draft Social Media Policy. I trust the Board will carefully review this policy because it is specifically related to Governing Board Members as well as staff, interns, and volunteers. This policy continues our systematic effort to identify and define policies as "a principle of action adopted by the LRD Governing Board." Mr. Shenkman has reviewed the policy and found it legally sufficient.

I look forward to receiving your comments and feedback on our draft Social Media Policy. If you find the policy acceptable, I offer the following motion for your consideration:

**"THAT THE GOVERNING BOARD approve the attached Social Media Policy and direct the Executive Director to implement this policy with an effective date of October 16, 2020."**

	LOXAHATCHEE RIVER DISTRICT	Doc No:	LRD-POL-EXE-08.00
		Effective Date	10/16/2020
		Revision History:	
Author: Albrey Arrington & Jocelyn O'Neill		Revision No.	0
		Review Date:	
Issuing Department: Executive		Page:	Page 1 of 5

## SOCIAL MEDIA POLICY

### Purpose

Social Media has become integral to modern life and represents a major communication pathway in society. Social Media, therefore, provides an efficient and interactive means for the Loxahatchee River Environmental Control District (LRD) to share information with and engage our customers and the public. Through this policy, the LRD recognizes the value and importance of using Social Media and establishes and defines principles of action that govern the proper use of Social Media by the LRD. This policy, and its provisions, apply to and serve as a guide to all LRD Governing Board Members, staff, interns, and volunteers that share information on behalf of the LRD via Social Media.

As a reminder, all LRD Social Media communications, including posts, direct messages, and comments, are subject to the Florida Public Records Act. The LRD's use of Social Media, therefore, must comply with Chapter 119, Florida Statutes and the LRD's Public Records, Record Retention, And Disposition Policy.

### Policy

It is the policy of the LRD to establish and maintain Social Media accounts and posts to

- (1) increase public awareness of LRD programs,
- (2) promote the value and importance of LRD services, and
- (3) maintain open, professional, and responsive communications with customers and the public.

This Policy does not apply to the personal use of Social Media by LRD Governing Board Members, staff, interns, or volunteers except when the person:

1. communicates, shares, or receives information via Social Media to conduct official LRD business (such Social Media use creates a public record);
2. violates standards as set forth in LRD Personnel Policies & Procedures; or
3. makes a statement(s) that materially disrupts LRD business, materially disrupts a LRD facility, or substantially invades the rights of others, consistent with the law.

The goal of this policy is to effectuate a standard approach to the communication and sharing of information via Social Media. The principles and guidelines in LRD's Personnel Policies & Procedures apply to employee activities online. Each LRD employee is solely responsible for their posts online. Before creating online content, consideration should be given to the risks and rewards that are involved. Conduct that adversely affects the employee's job performance, the performance of colleagues, or otherwise adversely affects members, customers, suppliers, people who work on behalf of the LRD or the LRD's legitimate interests may result in disciplinary action.

**Authority:** LRD Rules Chapter 31-1 and 31-16; Chapter 119, Florida Statutes

**Date Approved by Governing Board:** insert most recent Board approval date



## LRD Use of Social Media

- LRD Governing Board Members are prohibited from communicating outside of a public meeting or workshop on matters that may reasonably come before the Board for action. Therefore, members of the LRD Governing Board are prohibited from communicating with one another, including via Social Media, on matters that may reasonably come before the LRD Governing Board for action.
- The LRD may create Social Media accounts, and such accounts must only be used for official LRD communications, i.e., primarily to communicate succinct messages about LRD programs, services, activities, plans, initiatives, efforts, and emergencies.
- Social Media is a particularly ineffective tool for communicating about complex issues. The LRD will use more appropriate means to communicate detailed information about complex issues and to discuss concerns with citizens and others.
- Practical and legal considerations may constrain, prevent, or prohibit discussion of certain topics, e.g., ongoing litigation, via Social Media.
- Management of Social Media accounts and initiatives shall lie with the Executive Director or their designee(s).
- The LRD will provide Social Media training for all Authorized Users.
- Only Authorized Users may have access to LRD Social Media accounts. Upon designation and completion of the Social Media Authorized User Form, Authorized Users will be provided passwords and permission to post as “Loxahatchee River District” or “River Center.” LRD staff members who are not Authorized Users may request, through their Division Director, that an authorized user post a message on their behalf.
- An Authorized User may post or comment on LRD’s Social Media as they deem appropriate (i.e., without advance review by management). Authorized Users must use good judgment when posting, i.e., refrain from posts that may be interpreted as offensive, obscene, demeaning, or inflammatory. Authorized Users must not engage in back-and-forth conversation regarding topics that are complex, controversial, or otherwise sensitive and should carefully consider which posts or comments warrant a reply (*see Social Media Response Process Flowchart*). Authorized Users are encouraged to seek management review or input when potentially engaging an emotionally charged discussion or topic on LRD Social Media.
- All Authorized Users must govern the content they post to LRD’s Social Media so that it reflects positively on the LRD. Authorized Users should always work to provide timely and worthwhile information.
- The LRD must not post knowingly inaccurate or misleading information. If a post is found to be inaccurate, a correction will be published as soon as practical.
- All LRD Social Media accounts are considered LRD property. Without prior written approval, LRD Employees may not remove content, change Social Media account names or passwords, or create similar accounts (e.g., with similar names and/or content) with an intent to mislead the public. The LRD maintains ownership of all content, contacts, and connections made through LRD Social Media.
- LRD Governing Board Members, staff, interns, and volunteers should not use personal Social Media accounts or posts to conduct official LRD business. If a LRD Governing Board Member, staff, interns, or volunteer uses his/her personal Social Media to transact official LRD business, they must retain public records for such posts in accordance with Chapter 119, Florida Statutes and the LRD’s Public Records, Record Retention, and Disposition Policy. Such posts may be subject to public records and discovery requests. If the LRD needs access to such Social Media accounts or posts for good cause, the individual voluntarily consents to provide these comments and/or posts to the LRD.



If the individual refuses to provide these comments, the LRD has the authority to contact the online carrier to retrieve the relevant comments/posts.

### LRD's Social Media Standards

- Comments that thoughtfully engage, including criticism of, LRD activities, plans, programs, initiatives, efforts, and emergencies (but not individuals) will not be removed or altered except as provided for in this policy.
- The LRD will restrict or remove any content or comments deemed in violation of this policy or any applicable law.
- Posts or comments to the LRD's Social Media containing any of the following forms of content are not allowed and will be removed as soon as possible:
  - Profane language or content
  - Illicit or sexual content including links to illicit or sexual content
  - Illegal conduct or encouragement of illegal activity
  - Content that promotes, fosters, or perpetuates discrimination
  - Comments that criticize individuals, e.g., personal or character attacks
  - Advertisements not authorized by the LRD
  - Hyperlinks not posted by an authorized user
  - Information that may compromise the safety or security of the public or any public system
  - Content that violates a legal ownership interest of any other party
  - Content related to a political campaign including, but not limited to, content pertaining to fundraising activities promoting or opposing any person campaigning for election to a political office
  - Content that reveals confidential or sensitive information
  - Comments not topically related to the post being commented upon

### Records Retention

All LRD Social Media communications, including posts, direct messages, and comments, are subject to the Florida Public Records Act. The LRD's use of Social Media, therefore, must comply with Chapter 119, Florida Statutes and the LRD's Public Records, Record Retention, and Disposition Policy.

### Definitions

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

- A. Authorized User: any LRD employee with written authorization by their Division Director and the Executive Director to access and post updates to the LRD's Social Media. Any Authorized User will immediately have their status revoked upon termination.
- B. Comments: short notes about a post or in response to a prior comment.
- C. Designated Manager: an LRD employee designated by the Executive Director to oversee Authorized User activities and review posts as appropriate.
- D. Hashtag (#): a word or phrase associated within a message to identify a keyword or topic of interest and facilitate a search for it. Hashtags are preceded by the pound sign (#) and can be a word or a short phrase (e.g., #loxrivcenter, #loxrivdistrict, #wastewater).
- E. Social Media: a wide variety of communication tools available through the internet. Social Media includes traditional platforms, e.g., Facebook, Instagram, Twitter, LinkedIn, YouTube, Pinterest, Snap Chat, TikTok, as well as newer platforms that will undoubtedly emerge after this policy has

been implemented. Social Media also includes websites, blogs, vlogs, message boards, chat rooms, instant messaging, online forums, social networking sites, wikis, microblogs and other sites and services that permit users to share information with others online and in a contemporaneous manner.

- F. Social Media Account: any registration, login credential, or network that is created or maintained for the purpose of establishing or perpetuating a Social Media presence.
- G. Social Media Post: a communication posted on Social Media, typically to communicate with others who “like” or “follow” the organization on a Social Media platform. Social Media Posts may appear on the organization’s activity feed and may include text, Hashtags, images, pictures, links, videos, or any other postable material.
- H. Social Networking: the use of Social Media to interact with others (people, organizations, and/or institutions), or to find others with certain interests.
- I. Tag: to tag a person or an organization means to create a link to that person’s or organization’s profile. The person or organization that is tagged in a post will be notified and the post may be added to the person’s or organization’s timeline or newsfeed.

### Relevant Procedures

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

- A. LRD Social Media 101
- B. Creating Website and Social Media Events
- C. Creating Constant Contact Emails
- D. Posting to Community Calendars
- E. YouTube Channels
- F. Scheduling Social Media Posts with a Multi-Media Platform

### Relevant Policies

The following policies may relate to this policy:

- A. Public Records, Record Retention, And Disposition Policy (LRD-POL-FIN-03.00)
- B. Environmental Education Policy (LRD-POL-EXE-07.00)
- C. Personnel Policy and Procedures (LRD-POL-EXE-02.00)

### Applicability

This policy applies to all LRD Governing Board members, employees, interns, and volunteers.

### Consequences

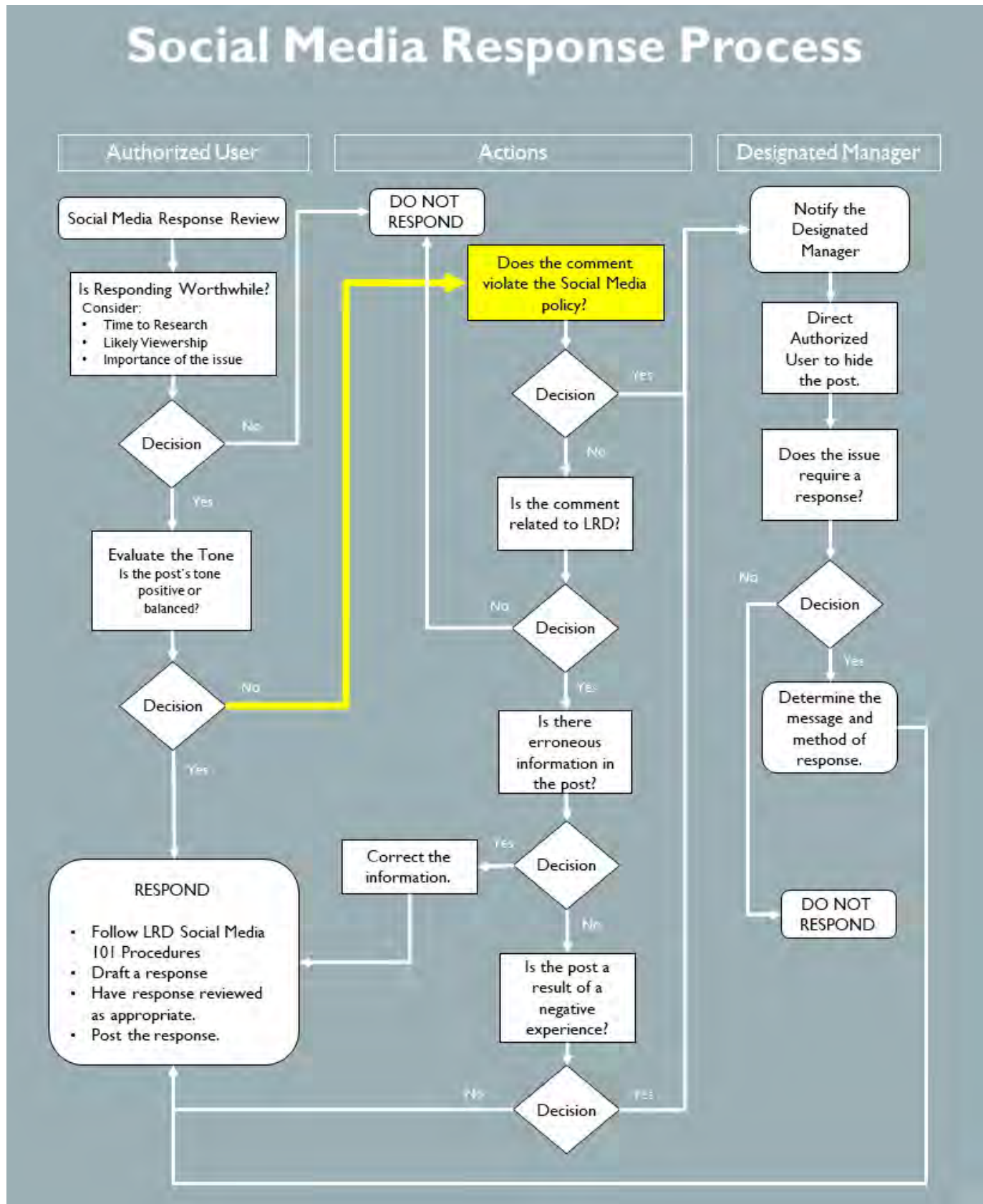
Use of Social Media that violates this policy may result in disciplinary action up to and including termination.

### Policy Questions

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

## Social Media Response Process Flowchart

Follow these steps when considering a response to a post or comment on LRD's Social Media:



# 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: October 9, 2020  
Subject: Public Records, Record Retention, and Disposition Policy

The Loxahatchee River District is dedicated to an open and transparent government in accordance with the Florida Public Records Law. To comply with the spirit of the Florida Public Records Law staff has drafted the attached Public Records, Record Retention, and Disposition Policy. Staff believes this straightforward policy will ensure that District public records are made available for inspection and are retained and disposed of in a manner consistent with Florida Statutes, Florida Administrative Code, and the Florida Public Records Act.

The following motion is recommended for approval:

**“THAT THE DISTRICT GOVERNING BOARD approve the attached Public Records, Record Retention, and Disposition Policy and direct the Executive Director to implement the policy with an effective date of October 16, 2020.**


Gordon M. Boggie  
Board Member

Dr. Matt H. Rostock  
Board Member

Stephen B. Rockoff  
Chairman

Harvey M. Silverman  
Board Member

James D. Snyder  
Board Member

	LOXAHATCHEE RIVER DISTRICT	Doc No:	LRD-POL-FIN-03.00
		Effective Date	10/16/2020
		Revision History:	New
Author: Kara Fraraccio		Revision No.	1
		Review Date:	10/2025
		Page:	Page 1 of 4
Issuing Department: Finance and Administration			

## PUBLIC RECORDS, RECORD RETENTION, AND DISPOSITION POLICY

### Purpose

The purpose of this policy is to establish guidelines to safeguard the integrity of the Loxahatchee River District's Public Records; provide public access to non-Exempt Public Records, and to ensure that Public Records are retained and disposed of in a manner consistent with Florida Statutes, Florida Administrative Code, and Florida Public Records Act.

### Policy

#### General Policy

It is the policy of the District to comply with the Public Records Act by making the District's Public Records available for inspection at reasonable times and under reasonable circumstances and, upon request, provide copies of such records at costs authorized by Florida Statutes. Furthermore, it is recognized that employees have a duty to preserve and retain all Public Records, including Electronic Communications, in compliance with Florida Law.

#### Custodian of Records

The Director of Finance and Administration serves as the District's official custodian of Public Records and will coordinate and accommodate all public records requests. The Director of Finance and Administration is designated as the Records Management Liaison Officer who will serve as a point of contact and file annual compliance reports to the State of Florida.

#### Records Retention

Public Records must be retained in accordance with all relevant retention schedules set forth by the Division of Library and Information Services, Florida Department of State. Records must not be disposed of until the longest applicable retention period has been satisfied.

#### Electronic Records

Electronic Communications are to be retained in accordance with Florida's Public Records Act. All devices or systems used to conduct official District business must have the capability to retain Public Records created or received by such. If Public Records are created or received on a District employee's private account or personal device, it is the duty of the employee to preserve and retain the record until transferred to the custody of the District.

**Authority:** Florida Statutes 119 and 257.36, as amended and Florida Administrative Code 1B-24 and 1B-26

**Date Approved by Governing Board:** 10/15/2020

## **Disposal of Public Records**

No record which is the subject of an active public records request or which pertain to active, pending, threatened, or anticipated litigation will be disposed of. All other records may be disposed of upon the expiration of the longest applicable retention period. All records containing Exempt or confidential information must be disposed of using a means of destruction authorized by the Florida Administrative Code. The District is not required to document the disposition of Transitory Messages or records with a retention of “retain until obsolete, superseded or administrative value is lost” except for records that have been microfilmed or scanned as part of a retrospective conversion project where the microfilm or electronic version will serve as the record copy. Excluding Transitory Messages and other records with a retention of “retain until obsolete, superseded or administrative value is lost”, District staff must notify the Director of Finance and Administration prior to the destruction of any Public Records. The Director of Finance and Administration must document destroyed Public Records, as required by the Florida Public Records Act.

As e-mail is the most abundant record created or received by the District, it is impractical to Retain such quantities of records *en masse* for lengthy periods of time. Therefore, it will be the policy of the District to dispose of e-mail messages after a period of 15 years. Up to the point of disposition, staff will have the ability to transfer selected e-mail messages from the e-mail repository and refile into the subject matter file which they pertain (e.g., e-mails relating to a connection charge can be transferred from the e-mail repository and filed with the connection file).

## **Records Request**

Public records requests may be made verbally, in person, over the telephone, or by e-mail or regular mail. A request may be made anonymously, and a person requesting a Public Record is not required to show any identification or provide a reason or justification for the request. A request may be made to any employee of the District; however, all requests must be forwarded to the Director of Finance and Administration immediately upon receipt. The Director of Finance and Administration will serve as the coordinator of all requests and will permit the record to be inspected and copied by anyone desiring to do so, at any reasonable time, under reasonable conditions, and under their supervision. The Director of Finance and Administration must acknowledge requests to inspect or copy records promptly and respond to such requests in good faith. A good faith response includes making reasonable efforts to determine whether such a record exists using technological solutions and communicating with relevant employees. The Director of Finance and Administration must include in the acknowledgement any circumstances that may delay a response (i.e., required Redaction). Requests will not be denied due to the lack of specifics. Public Records that contain information that has been designated as Exempt or confidential pursuant to the law must be Redacted. All Redacted records must contain the statutory citation permitting the exemption and be provided to the requestor in writing. **The right to access to Public Records only applies to the District’s existing records; new records do not have to be created to accommodate a request.** The District may enact a fee for inspecting, copying, or scanning Public Records in an amount not to exceed rates established by Florida Statutes Chapter 119. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, a special service charge may be assessed.



## **Exemptions to Public Records**

Not all information found in Public Records is necessarily subject to dissemination or release. For example, employee personnel files are Public Records, however, information such as social security numbers are protected and are not to be released. District employees must refer to Florida Statutes and the Government-In-The-Sunshine Manual to determine if records are exempt from disclosure. Documents that contain protected sensitive material will be Redacted and the document will then be released to satisfy the public records request.

## **Public Records Training**

The Records Management Liaison Officer will receive Public Records training every two years and will be responsible for arranging training and compliance of the Public Records Act in accordance with Florida Statute Chapter 119. All Governing Board Members, Division Directors, and Department Managers will receive Public Records training every four years. On an annual basis, the Records Management Liaison Officer must download the latest version of the Florida Attorney General's Sunshine Manual and distribute it to all Governing Board Members, Division Directors, and Department Directors. Division Directors and/or Department Managers should advise employees of the existence of this policy and inform employees of their responsibility to adhere thereto.

## **Definitions**

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

- A. Electronic Communication: All communications, regardless of the technology or means of transmission, sent electronically from one device to another. This includes e-mail, text messages, multimedia/picture messages, and social media records.
- B. Employee: With respect to this policy, an employee is defined as all persons who are full-time or part-time employees of the District, including the District Governing Board members, and also includes any non-paid volunteers, interns, and appointees to any District advisory board or committee subject to the Florida Sunshine Law.
- C. Exempt/Exemption: A provision designated as "exempt" by applicable statute which provides that a specified record, or portion thereof, is not subject to the access requirements.
- D. Florida Public Records Act: Chapter 119, Florida Statutes also known as the "Public Records Law".
- E. Public Record: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. This definition is interpreted to include any material prepared in connection with official District business which is intended to perpetuate, communicate, or formalize knowledge of some type. For example, computer records, e-mails, social media posts, tape recordings, text messages, and voicemails created or transmitted in connection with the transaction of official business, regardless if the communications were sent from a District-owned device or a privately owned device.

- F. Records Management Liaison Officer: serves as a point of contact for public records requests and files annual compliance reports to the State of Florida. The Director of Finance and Administration is designated as the Records Management Liaison Officer for the District.
- G. Redact/Redaction: The act of censoring all or part of a record to obscure or excise exempt or confidential information contained therein, thereby preventing public disclosure of the protected content.
- H. Transitory Message: A record or records created primarily to communicate information of short-term value based upon the content and purpose of the message. Examples of transitory messages include, but are not limited to, reminders to employees about scheduled meetings or appointments; most telephone messages (whether in paper, voice mail, or other electronic form). Transitory messages are not intended to formalize or perpetuate knowledge and do not set policy, establish guidelines or procedures, certify a transaction, or become a receipt.

### Relevant Procedures

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

- A. Public Record Request Procedures
- B. Public Record Retention and Disposal Procedures

### Policy Questions

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



# Curtis Shenkman, P.A.

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Sent by email October 2, 2020

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

RE: Interlocal Agreement-IQ Agreement

Dear Dr. Arrington,

The proposed Interlocal Agreement between the District and the School Board for IQ Water Service to Beacon Cove Intermediate and Independence Middle schools is on the October 15, 2020 Board Agenda.

History. The District has been providing IQ Water Service to the School Board for these 2 Palm Beach County school campuses in Abacoa under original Standard Irrigation Quality Water Agreements dated 05/24/2001 (Beacon Cove) and 08/16/2001 (Independence Middle) (herein the "IQ Agreements"). The contractual relationship and the IQ Water service has occurred smoothly and without problem. The existing IQ Agreements expire on 5/23/2021 (Beacon Cove) and 8/15/2021 (Independence Middle).

Renewal IQ Agreement. Unlike the District's standard IQ Agreements, this agreement is with the School Board of Palm Beach County, so the agreement is also classified as an "Interlocal Agreement". I have worked closely with the School Board's attorney, Hollie Hawn, and Dr. Albrey Arrington, to accommodate the School Board's policy requirements for agreements with the School Board involving school campuses and the safety of school pupils and school staff. The amount of I.Q. Water to be delivered remains unchanged for both schools. The attached proposed Interlocal Agreement for IQ Service has been approved by staff attorney Hawn, Dr. Arrington and me. The IQ Agreement is on the School Board agenda for October 21, 2020.

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 and authorizes Chairman Rockoff to execute the proposed INTERLOCAL AGREEMENT BETWEEN THE DISTRICT AND THE SCHOOL BOARD OF PALM BEACH COUNTY FOR PROVISION OF IQ WATER TO BEACON COVE INERMEDIATE SCHOOL AND INDEPENDENCE MIDDLE SCHOOL.**

Sincerely,  
*Curtis Shenkman*  
Curtis L. Shenkman

**INTERLOCAL AGREEMENT  
BETWEEN  
THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT  
AND  
THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA  
FOR  
IRRIGATION QUALITY WATER SERVICE  
TO  
BEACON COVE INTERMEDIATE SCHOOL  
AND  
INDEPENDENCE MIDDLE SCHOOL**

**THIS INTERLOCAL AGREEMENT**, hereinafter referred to as “Agreement,” made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, hereinafter referred to as “LRECD”, and the SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, hereinafter referred to as the “SCHOOL BOARD.”

**WITNESSETH:**

**WHEREAS**, the LRECD and SCHOOL BOARD are authorized to enter into this AGREEMENT pursuant to Section 163.01, Florida Statutes, as amended, which permits local governmental units to make the most efficient use of their power by enabling them to cooperate with other agencies on a basis of mutual advantage; and

**WHEREAS**, LRECD is the designated regional provider of irrigation quality water for the Jupiter and Tequesta communities; and

**WHEREAS**, the SCHOOL BOARD owns and operates Beacon Cove Intermediate School and Independence Middle School; and

**WHEREAS**, the Parties are each desirous of continuing irrigation quality water service at Beacon Cove Intermediate School and Independence Middle School,

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, and representations contained herein, the Parties agree as follows:

1. **PROVISION OF IRRIGATION QUALITY WATER.** The LRECD shall provide "Reclaimed Water" as defined in Chapter 62-610 Florida Administrative Code, incorporated herein by reference, (herein referred to as the "Reuse Rule") in the amount of **17,000 gallons per day ("G.P.D.")** to **Beacon Cove Intermediate School and 39,500 gallons per day to Independence Middle School** (herein referred to as the "Requested G.P.D."). Reclaimed Water shall be referred to hereafter as “Irrigation Quality Water” or “I.Q. Water”. SCHOOL BAORD shall have no obligation to take such Irrigation Quality Water, but it shall be provided as set forth herein and Owner

shall pay the charges set forth in this agreement regardless of whether or not SCHOOL BOARD takes Irrigation Quality Water when available. The Requested G.P.D. will be delivered during a portion of the 24-hour period as the operational requirements of the LRECD may necessitate.

2. I.Q. RATE. For Beacon Cove Intermediate School and Independence Middle School, SCHOOL BOARD agrees to pay to the LRECD the sum of 59.13 cents per 1,000 gallons (herein referred to as the Retail "I.Q. Rate") for the Requested G.P.D. Failure of SCHOOL BOARD to take Irrigation Quality Water when available from the LRECD shall not relieve it from paying the charges set forth herein. The I.Q. Rate will be billed monthly or such other billing cycle period as the LRECD may determine.
3. RATE INCREASES. For the remaining term of this Agreement,, the LRECD may revise its I.Q. Water rates, fees, and charges in accordance with the LRECD's Enabling Act, all applicable LRECD Rules, and as authorized by Florida law. It is the LRECD's intention to normally evaluate the sufficiency of I.Q. Water rates during the annual Rate Study, which typically occurs in February and March with potential rate increases implemented April 1<sup>st</sup> of each year.
4. I.Q. FACILITIES.
  - a) LRECD I.Q. Line and Facilities. The pipes and appurtenances that deliver I.Q. Water to the LRECD Metering Station (herein referred to as the "LRECD I.Q. Line") are owned and operated by the LRECD. SCHOOL BOARD shall provide to the LRECD and maintain any rights-of-way, easements, or permits to operate and maintain the LRECD I.Q. Line.
  - b) LRECD I.Q. Metering Station. The on-site metering station (herein referred to as "LRECD Metering Station") is owned and operated by the LRECD and is the designated facility for determining quantities of I.Q. Water delivered, e.g., Requested G.P.D. SCHOOL BOARD shall provide to the LRECD and maintain any rights-of-way, easements, or permits to operate and maintain the LRECD I.Q. Metering Station.
  - c) Owner I.Q. Facilities. The SCHOOL BOARD will be solely responsible to design, permit, construct, own, operate, maintain, and replace the facilities necessary to receive I. Q. Water from the SCHOOL BOARD's side of the LRECD Metering Station and to provide all necessary transmission, storage, pumping, and irrigation facilities on-site (herein referred to as the "Owner I.Q. Facilities"). All SCHOOL BOARD's I.Q. Facilities will be constructed at the its expense in accordance with final plans and specifications approved by the LRECD and the Florida Department of Environmental Protection and subject to inspection by LRECD. SCHOOL BOARD shall

comply with Chapter 62-610 Florida Administrative Code, e.g., signage, spray regulations, color coding, cross-connection devices.

5. **ALLOCATION OF IRRIGATION QUALITY WATER AVAILABILITY.** If more water is available as determined by the LRECD and SCHOOL BOARD desires to receive it, then it shall be delivered at no cost to SCHOOL BOARD . In the event the availability of Irrigation Quality Water is insufficient to meet the expected demand, the LRECD shall allocate available Irrigation Quality Water on a proportional basis among its Irrigation Quality Water customers; nonetheless, I.Q. Customers with a curtailment clause shall have their I.Q. deliveries reduced or discontinued first. If the Requested G.P.D. is not available, then SCHOOL BOARD shall only be obligated to pay based on the pro rata share of the I.Q. Water available. Failure of SCHOOL BOARD to take Irrigation Quality Water when available from the LRECD shall not relieve SCHOOL BOARD from paying the charges set forth in the Agreement. SCHOOL BOARD from paying the charges set forth in this Agreement.
6. **EFFECTIVE DATE.** This agreement shall commence on April 7, 2020 (herein referred to as "Effective Date"). Upon the Effective Date all prior Irrigation Quality Water agreements between the LRECD and The SCHOOL BOARD shall be expired and no longer of any legal force.
7. **TERM.** The Term of this Agreement for irrigation quality water service at Beacon Cove Intermediate School and Independence Middle School is for twenty (20) years from the Effective Date.
8. **TERMINATION.** This Agreement may be canceled with or without cause by either party during the term hereof upon ninety (90) days written notice to the other party of its desire to terminate this Agreement.
9. **SCHOOL BOARD INDEMNIFICATION:** The SCHOOL BOARD acknowledges the waiver of sovereign immunity for liability in tort contained in Section 768.28, Florida Statutes, and acknowledges that such statute permits actions at law to recover damages in tort for monetary damages up to the limits set forth in such statute for death, personal injury or damage caused by the negligent or wrongful acts or omissions of a SCHOOL BOARD employee acting within the scope of the employee's office or employment. The SCHOOL BOARD agrees to be responsible for all such claims and damages, to the extent and limits provided in Section 768.28, Florida Statutes, arising from the actions of their respective employees. Each party acknowledges and it is expressly understood that the foregoing shall not constitute: (i) an agreement by the SCHOOL BOARD to indemnify the LRECD; (ii) a waiver of sovereign immunity by the SCHOOL BOARD; (iii) a waiver of any right or defense that the SCHOOL BOARD has under Section 768.28, Florida Statute, or any other statute; nor (iv) as consent to be sued by third parties.
10. **LRECD INDEMNIFICATION:** The LRECD acknowledges that waiver of sovereign immunity for liability in tort contained in Section 768.28 Florida Statutes and

acknowledges that such statute permits actions at law to recover damages in tort for monetary damages up to the limits set forth in such statute for death, personal injury, or damage caused by the negligent or wrongful acts or omissions of a LRECD employee acting within the scope of the employee's office or employment. The LRECD agrees to be responsible for all such claims and damages, to the extent and limits provided in Section 768.28, Florida Statutes, arising from the actions of their respective employees. Each party acknowledges and it is expressly understood that the foregoing shall not constitute; (i) an agreement by the LRECD to indemnify the SCHOOL BOARD; (ii) a waiver of sovereign immunity by the LRECD; (iii) a waiver of any right or defense that the LRECD has under Section 768.28, Florida Statute, or any other statute; nor (iv) as consent to be sued by third parties.

11. **NOTICES:** Any and all written notices required or permitted to be given hereunder shall be deemed received upon hand delivery, courier delivery or three (3) days after facsimile transmission if same are deposited in the U.S. Mail and sent via Certified Mail, Return Receipt Requested.

All Notices to the SCHOOL BOARD shall be sent to:

School Board of Palm Beach County  
Attn: Chief of Facilities Management  
Street Address: 3300 Summit Blvd.  
West Palm Beach, Florida 33406  
Phone: (561) 687-7185  
Fax: (561) 242-4100

With copy to:  
General Counsel  
School Board of Palm Beach County  
3300 Forest Hill Blvd., Suite C-323  
West Palm Beach, FL 33406

All Notices to the LRECD shall be sent to:

D. Albrey Arrington, Ph.D., Executive Director  
Loxahatchee River Environmental Control District  
2500 Jupiter Park Drive  
Jupiter, Florida 33458  
Phone: 561-747-5700 ext. 104  
Fax: 561-747-9929

If either party changes its mailing address or designated recipient for notices, such change shall be communicated in writing to the other party within thirty (30) days of the change.

12. **VENUE and ELECTION of REMEDIES:** This AGREEMENT shall be construed by and governed by the laws of the State of Florida. Venue for any and all legal actions

necessary to enforce this AGREEMENT shall be held in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy given hereunder or now or hereinafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power or remedy hereunder shall preclude any other or further exercise thereof.

13. **DISCRIMINATION:** LRECD and SCHOOL BOARD agree that no person shall on the grounds of race, color, sex, national origin, disability, religion, marital status or sexual orientation, gender, gender identify or expression be excluded from the benefits of or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.
14. **DISPUTE RESOLUTION:** As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both parties. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement. This remedy is supplemental to any other remedies available at law.
15. **ATTORNEY'S FEES AND COSTS:** Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties; provided, however, that this clause pertains only to the parties to the Agreement.
16. **SEVERABILITY:** In the event that any section, paragraph, sentence, clause or provision thereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect unless the invalid finding is as to payment or construction obligations of a party in which event the Agreement shall be thereupon terminated.
17. **ENTIRE UNDERSTANDING:** This Agreement constitutes the entire contract between the parties hereto and supersedes all prior understandings if any. There are no other oral or written promises, conditions, representations, understandings or term of any kind as conditions of inducement to the execution hereof, and none have been relied upon by either party. Any subsequent conditions, representations, warranties or agreement shall not be valid and binding upon the parties unless they are in writing and signed by both parties and executed in the same manner of the Agreement.
18. **HEADINGS:** The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise effect in any way the meaning or interpretation of this Agreement



19. **COUNTERPARTS:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
20. **CONSTRUCTION:** The parties acknowledge that each has shared equally in the drafting and construction of this Agreement and, accordingly, no Court construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.
21. **AMENDMENT:** This Agreement may be amended or modified only by written addendum or amendment signed by the parties and authorized by their respective authorized officials.
22. **DEFAULT AND REMEDIES:** The parties expressly covenant and agree that in the event either party is in default of its obligations under this Agreement, the party not in default shall provide to the defaulting party thirty (30) days written notice before exercising any of its rights. In the event the defaulting party fails to cure the default within the thirty (30) day cure period, the non-defaulting party shall be entitled to seek any remedy available to it at law or equity, subject to the “DISPUTE RESOLUTION” clause above in this Agreement, including, but not limited to, the right to terminate this Agreement and seek damages, if any.
23. **INSPECTOR GENERAL:** LRECD agrees and understands that the SCHOOL BOARD’s Office of Inspector General (“**Inspector General**”) shall have access to those certain data, records, and documents specifically germane to this Agreement. LRECD’s employees, vendors, officers and agents shall furnish the Inspector General with such information and records within their custody for the purposes of conducting an investigation or audit. The LRECD cooperation with the Inspector General is limited to the scope of this Agreement, and does not extend to LRECD matters outside of the scope of this Agreement.
24. **PUBLIC RECORDS LAW:** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney’s fees for non-compliance with that law. Failure by either party to cure the denial of access to public records during the DEFAULT AND REMEDIES cure period set forth above, shall be grounds for unilateral cancellation of this Agreement by the party not in violation.
25. **BACKGROUND SCREENING:** All the LRECD’s employees, contractors, agents and subcontractors who are permitted access to Beacon Cove Intermediate School and/or Independence Middle School when students are present, must comply with the provisions of §1012.467, F.S., at the sole cost of the LRECD or the LRECD’s contractors or subcontractors. No person shall be permitted access to Beacon Cove Intermediate School and/or Independence Middle School when students are present until he or she receives notice of clearance by the SCHOOL BOARD. Neither the SCHOOL BOARD, nor its members, officers, employees, nor agents, shall be liable under any legal theory for any

claim whatsoever for the rejection of any person (or discontinuation of the person's services) on the basis of these compliance obligations. The LRECD agrees that no person who meets the above conditions and who has been convicted or who is currently under investigation for a crime delineated in Section 435.04, Florida Statutes, will be permitted access to the SCHOOL BOARD's facilities when students are present.

26. **LIENS:** The SCHOOL BOARD's interest in the Beacon Cove Intermediate and Independence Middle shall not be subject to liens arising from LRECD's provision of IQ Water.
27. **FORCE MAJEURE.** If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, declared pandemic or by a law, order, proclamation, regulation, ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such non-performance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the parties may otherwise have to terminate this Agreement.
28. **SURVIVAL:** Provisions contained in this Agreement that, by their sense and context, are intended to survive the suspension, termination or expiration of this Agreement, shall so survive.
29. **WAIVER OF JURY TRIAL:** EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.
30. **WAIVER:** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.



**IN WITNESS WHEREOF**, the LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT and the SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA hereto have executed this Interlocal Agreement by their respective duly authorized officers on the respective dates by each signature. School Board of Palm Beach County, Florida signing by and through Board Chair or Board Vice Chair is authorized to execute same by Board Action on the \_\_\_\_\_ day of **October 2020**.

SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

By: \_\_\_\_\_  
**Frank A. Barbieri, Jr., Esq., Board Chair**

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

By: \_\_\_\_\_  
**Donald E. Fennoy II, Ed.D., Superintendent**

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
School Board Attorney

ATTEST

LOXAHATCHEE RIVER  
ENVIRONMENTAL CONTROL DISTRICT

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

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

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

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

**Stephen B. Rockoff Executive  
Chairman**

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Curtis L. Shenkman, LRECD Attorney

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

**HUNTER C.  
SHENKMAN**  
*Attorney*

**CURTIS SHENKMAN, P.A.**  
**ATTORNEY & COUNSELOR AT LAW**  
**4400 PGA BLVD, SUITE 301**  
**PALM BEACH GARDENS, FL 33410**  
**561-822-3939 FAX 561-898-2266**  
**CURTIS@PALMBEACHLAWYER.LAW**

**PARALEGALS**  
JUDY MONTEIRO  
DENISE B. PAOLUCCI  
MELISSA KAJEEJIT

Sent by email October 8, 2020

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

**Re: Resolution 2020-13 and Preliminary Assessment Roll for ISLAND COUNTRY ESTATES**

Dear Dr. Arrington:

Please attach to this letter is Resolution 2020-13, Exhibit "A" Preliminary Assessment Rolls, & Exhibit "B" Map & most recent list of property owners as part of the Resolution.

In the Resolution, Sections 2 and 7, the "Board of Adjustment" public hearing and "Governing Board" meeting to confirm the "final" assessment roll is proposed for NOVEMBER 19, 2020. Preparation is necessary of the Notice to be published and mailed out by Friday, NOVEMBER 6, 2020.

A SUGGESTED MOTION for the Board at the OCTOBER 15, 2020 meeting is as follows:  
"THAT THE GOVERNING BOARD approve Resolution 2020-13 adopting the  
ISLAND COUNTRY ESTATES Preliminary Assessment Roll."

Sincerely,

*Curtis L. Shenkman*

Curtis L. Shenkman

### **LRECD RESOLUTION NO. 2020-13**

A RESOLUTION OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT RELATING TO THE **ISLAND COUNTRY ESTATES** ASSESSMENT AREA IMPROVEMENTS; ADOPTING THE PRELIMINARY ASSESSMENT ROLL FOR **ISLAND COUNTRY ESTATES** ASSESSMENT AREA IMPROVEMENTS AS PREPARED BY THE DISTRICT CLERK AND ATTACHED HERETO AS EXHIBITS “A” AND “B”; AUTHORIZING THE DISTRICT GOVERNING BOARD TO ACT AS THE BOARD OF ADJUSTMENT; PROVIDING FOR THE FURNISHING OF TEN DAYS’ WRITTEN NOTICE TO ALL PROPERTY OWNERS AFFECTED; DIRECTING THAT AN AFFIDAVIT OF PUBLICATION BE OBTAINED; REQUIRING THE FILING OF THE PROOF OF PUBLICATION AND OF THE WRITTEN NOTICE; MAKING REFERENCE TO RESOLUTION NO. **2018-16** PROVIDING FOR THE PUBLICATION OF THE NOTICE OF THE MEETING TO CONSIDER CONFIRMATION OF THE PRELIMINARY ASSESSMENT ROLL; DIRECTING THAT AN AFFIDAVIT OF PUBLICATION BE OBTAINED; REQUIRING THE FILING OF THE PROOF OF PUBLICATION; PROVIDING FOR CONSISTENCY; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Governing Board of the Loxahatchee River Environmental Control District (hereinafter called the “District”) has authorized the sewer improvements to the **ISLAND COUNTRY ESTATES** Assessment Area in **MARTIN** County, Florida.

WHEREAS, the Governing Board has considered the presentation of the District Engineer and considered such recommendations to be in accordance with the requests and the best interests of the citizens of the District.

WHEREAS, the Governing Board has considered the improvements to be in accordance with the best interests of the citizens of the **ISLAND COUNTRY ESTATES** Assessment Area.

WHEREAS, the District’s previous Resolution **2018-16** was approved by the District’s Governing Board and directed the preparation of the Assessment Roll.

WHEREAS, the District Clerk has prepared the Preliminary Assessment Roll attached hereto as Exhibits “A” and “B”.

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

Section 1. The District adopts the Preliminary Assessment Roll in the form as attached hereto as Exhibits “A” and “B”.

RESOLUTION 2020-13  
OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

Section 2. The District Clerk is directed to publish a Notice stating that the District's Governing Board shall act as the **Board of Adjustment** at a hearing to be held on the **19<sup>th</sup> day of November, 2020** at the District's Governing Board meeting chambers, Jupiter, Florida. Such Notice shall be published at least ten (10) days in advance of such hearing, once in a newspaper published in Martin County and once in a newspaper published in Palm Beach County. Such Notice shall state that at the hearing, the Governing Board will hear objections of all interested persons to the confirmation of such resolution. Such Notice shall state in brief and general terms a description of the improvements with the location thereof and shall also state that plans, specifications, estimates, and the tentative apportionment of cost thereof are on file in the office of the District. The District Clerk is directed to mail a copy of such Notice to each of the affected property owners at least ten (10) days in advance of the hearing.

Section 3. During the Board of Adjustment hearing, such affected property owner may present information to the Governing Board in relation to his Special Assessment and the project, provided that such property owners must submit in writing to the District either prior to or at the time of said meeting of the Board of Adjustment their objections to the Special Assessment.

Section 4. The District Clerk is directed to obtain from the publisher of the newspaper(s) used for publication herein an affidavit confirming the publication of the Notice of the Hearing of the Governing Board as the Board of Adjustment as set forth herein.

Section 5. The District Clerk shall file Proof of Publication and Proof of Written Notice to the affected property owners at the Board of Adjustment hearing.

Section 6. Resolutions No. **2018-16 and 2020-13** of the District shall be a part of the record to be considered by the Governing Board at the aforescribed hearing when the Governing Board sits as the Board of Adjustment.

Section 7. The District Clerk is directed to publish a Notice stating that at the meeting of the Governing Board to be held on **November 19, 2020** at the District Governing Board meeting chambers, Jupiter, Florida, all interested persons may appear and file written objections to the confirmation of the Final Assessment Roll. Such Notice shall be published at least twelve (12) days in advance of such meeting, once in a newspaper published in Martin County and once in a newspaper published in Palm Beach County. Such Notice shall state the class of the improvement and the location thereof by terminal points and route. Such Notice shall also be mailed to those interested parties requesting such in writing.

Section 8. The District Clerk is directed to obtain from the publisher of the newspaper(s) used for publication herein an affidavit confirming the publication of the Notice of the Meeting of the Governing Board to confirm the Final Assessment Roll.

Section 9. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

RESOLUTION 2020-13  
OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

Section 10. In the event that any portion of this Resolution is found to be unconstitutional or illegal, it shall be severed herefrom without affecting the validity or enforceability of the remaining portions of this Resolution.

Section 11. This Resolution shall become effective upon its passage and adoption.

PASSED AND ADOPTED BY THE GOVERNING BOARD OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, THIS 15<sup>th</sup> day of **October, 2020.**

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

VOTE

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

\_\_\_\_\_  
STEPHEN ROCKOFF

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

\_\_\_\_\_  
HARVEY SILVERMAN

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

EXHIBIT "A"  
PRELIMINARY ASSESSMENT ROLL  
LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT  
**ISLAND COUNTRY ESTATES - SIMPLEX ASSESSMENT AREA**

TOTAL COSTS AND EXPENSES RELATED TO THE IMPROVEMENTS. The District shall consider the **total** costs and expenses related to the improvements in the **ISLAND COUNTRY ESTATES - SIMPLEX** Assessment Area shall be **\$15,284.28** per parcel of property in the **ISLAND COUNTRY ESTATES - SIMPLEX** Area.

APPORTIONMENT OF COSTS BETWEEN THE DISTRICT AND THE PROPERTY OWNERS. The District shall pay from the District's general funds ten percent (10%) of the total cost to the District of construction, reconstruction, labor, materials, acquisition, or property rights, surveys, design, engineering, and legal fees, administration expenses, and all other expenses necessary or incidental to completion of the specially assessed improvement not including roadway work. Each lot or parcel of land subject to this special assessment shall be responsible for ninety percent (90%) of their proportional share of the specially assessed improvement not including roadway work and 100% of their proportional share of roadway work.

PAYMENT OF ASSESSMENT. As to Parcels of **ISLAND COUNTRY ESTATES - SIMPLEX** Assessment Area Property in EXHIBIT "B", the **\$14,171.05** assessment may be paid, interest free, at the office of the District on or before May 1, 2022.

**Owners who do not pay the \$14,171.05 assessment on or before May 1, 2022 shall have the \$14,171.05 principal added to the tax roll as a non-ad valorem assessment to accrue interest, beginning October 1, 2021, at six and seven eights percent (6.875%) per annum, to be collected in twenty (20) equal annual installments of \$1,324.68, commencing with the November 1, 2022 Real Estate Tax Bill.**

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

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



EXHIBIT "A"  
PRELIMINARY ASSESSMENT ROLL  
LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT  
**ISLAND COUNTRY ESTATES - SIMPLEX-NO PAVING ASSESSMENT AREA**

TOTAL COSTS AND EXPENSES RELATED TO THE IMPROVEMENTS. The District shall consider the **total** costs and expenses related to the improvements in the **ISLAND COUNTRY ESTATES - SIMPLEX-NO PAVING** Assessment Area shall be **\$11,132.34** per parcel of property in the **ISLAND COUNTRY ESTATES - SIMPLEX-NO PAVING** Area.

APPORTIONMENT OF COSTS BETWEEN THE DISTRICT AND THE PROPERTY OWNERS. The District shall pay from the District's general funds ten percent (10%) of the total cost to the District of construction, reconstruction, labor, materials, acquisition, or property rights, surveys, design, engineering, and legal fees, administration expenses, and all other expenses necessary or incidental to completion of the specially assessed improvement not including roadway work. Each lot or parcel of land subject to this special assessment shall be responsible for ninety percent (90%) of their proportional share of the specially assessed improvement not including roadway work and 100% of their proportional share of roadway work.

PAYMENT OF ASSESSMENT. As to Parcels of **ISLAND COUNTRY ESTATES - SIMPLEX-NO PAVING** Assessment Area Property in EXHIBIT "B", the **\$10,019.11** assessment may be paid, interest free, at the office of the District on or before May 1, 2022.

**Owners who do not pay the \$10,019.11 assessment on or before May 1, 2022 shall have the \$10,019.11 principal added to the tax roll as a non-ad valorem assessment to accrue interest, beginning October 1, 2021, at six and seven eights percent (6.875%) per annum, to be collected in twenty (20) equal annual installments of \$936.56, commencing with the November 1, 2022 Real Estate Tax Bill.**

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

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

EXHIBIT "A"  
PRELIMINARY ASSESSMENT ROLL  
LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT  
**ISLAND COUNTRY ESTATES - DUPLEX ASSESSMENT AREA**

TOTAL COSTS AND EXPENSES RELATED TO THE IMPROVEMENTS. The District shall consider the **total** costs and expenses related to the improvements in the **ISLAND COUNTRY ESTATES - DUPLEX** Assessment Area shall be **\$21,595.28** per parcel of property in the **ISLAND COUNTRY ESTATES - DUPLEX** Area.

APPORTIONMENT OF COSTS BETWEEN THE DISTRICT AND THE PROPERTY OWNERS. The District shall pay from the District's general funds ten percent (10%) of the total cost to the District of construction, reconstruction, labor, materials, acquisition, or property rights, surveys, design, engineering, and legal fees, administration expenses, and all other expenses necessary or incidental to completion of the specially assessed improvement not including roadway work. Each lot or parcel of land subject to this special assessment shall be responsible for ninety percent (90%) of their proportional share of the specially assessed improvement not including roadway work and 100% of their proportional share of roadway work.

PAYMENT OF ASSESSMENT. As to Parcels of **ISLAND COUNTRY ESTATES - DUPLEX** Assessment Area Property in EXHIBIT "B", the **\$19,850.95** assessment may be paid, interest free, at the office of the District on or before May 1, 2022.

**Owners who do not pay the \$19,850.95 assessment on or before May 1, 2022 shall have the \$19,850.95 principal added to the tax roll as a non-ad valorem assessment to accrue interest, beginning October 1, 2021, at six and seven eights percent (6.875%) per annum, to be collected in twenty (20) equal annual installments of \$1,855.62, commencing with the November 1, 2022 Real Estate Tax Bill.**

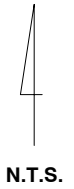
LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

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

# EXHIBIT "B"

## ISLAND COUNTRY ESTATES

### SEWER SYSTEM ASSESSMENT AREA



#### LEGEND

NOT IN ASSESSMENT AREA

**MARTIN COUNTY, FLORIDA**

6-27-2018

## SIMPLEX

Mr. & Mrs. Christopher Johnson  
re: 8402 SE Country Ests Wy  
16303 Hampshire Woods Ct  
Charlotte NC 28277  
21-40-42-003-000-00010-9

Mr. & Mrs. Stephen Selz  
re: 8350 SE Country Ests Wy  
8350 SE Country Ests Wy  
Jupiter FL 33458  
21-40-42-003-000-00020-7

Mr. Anthony Stramondo  
re: 8349 SE Country Ests Wy  
8349 SE Country Ests Wy  
Jupiter FL 33458  
21-40-42-003-000-00030-5

Mr. & Mrs. Neal Jagoda  
re: 8297 SE Country Ests Wy  
8297 SE Country Ests Wy  
Jupiter FL 33458  
21-40-42-003-000-00040-3

Mr. & Mrs. Federico Grande Jr Tr  
re: 8193 SE Country Ests Wy  
8193 SE Country Ests Wy  
Jupiter FL 33458  
21-40-42-003-000-00060-8

Mr. & Mrs. Michael Garvin  
re: 8141 SE Country Ests Wy  
8141 SE Country Ests Wy  
Jupiter FL 33458  
21-40-42-003-000-00070-6

Mr. & Mrs. Maximus Urbanowicz  
re: 8089 SE Country Ests Wy  
8089 SE Country Ests Wy  
Jupiter FL 33458  
21-40-42-003-000-00080-4

Mr. Jonathan Harris Tr  
re: 8037 SE Country Ests Wy  
2336 SE Ocean Bvd 107  
Stuart FL 34996  
21-40-42-003-000-00090-2

Mr. & Mrs. Michael Wisner  
re: 7985 SE Country Ests Wy  
7985 SE Country Ests Wy  
Jupiter FL 33458  
21-40-42-003-000-00100-0

Ms. Frances Rohlen  
re: 7948 SE Peach Wy  
7948 SE Peach Wy  
Jupiter FL 33458  
21-40-42-003-000-00120-6

Mr. & Mrs. Kenneth Hauck  
re: 8000 SE Peach Wy  
8000 SE Peach Wy  
Jupiter FL 33458  
21-40-42-003-000-00130-4

Mr. D Pirigyi/E Kousheshian  
re: 7829 SE Country Ests Wy  
124 Umbrella Pl  
Jupiter FL 33458  
21-40-42-003-000-00150-9

Anderson RE Ent  
re: 7726 SE Country Ests Wy  
6671 W Indiantown Rd #427  
Jupiter FL 33458  
21-40-42-003-000-00170-5

Mr. & Mrs. Jurgen Timperman  
re: 7778 SE Country Ests Wy  
7778 SE Country Ests Wy  
Jupiter FL 33458  
21-40-42-003-000-00180-3

Mr. & Mrs. Glenn Mustapick  
re: 7830 SE Country Ests Wy  
7830 SE Country Ests Wy  
Jupiter FL 33458  
21-40-42-003-000-00190-1

Mr. D Brewer/S Quinn  
re: 7882 SE Country Ests Wy  
7882 SE Country Ests Wy  
Jupiter FL 33458  
21-40-42-003-000-00200-9

Mr. Bret Baynham  
re: 7934 SE Country Ests Wy  
7934 SE Country Ests Wy  
Jupiter FL 33458  
21-40-42-003-000-00210-7

Mr. Richard Keyes  
re: 7986 SE Country Ests Wy  
7986 SE Country Ests Wy  
Jupiter FL 33458  
21-40-42-003-000-00220-5

Mr. A Khudyakov/O Tsaregradskaya  
re: 8090 SE Country Ests Wy  
8090 SE Country Ests Wy  
Jupiter FL 33458  
21-40-42-003-000-00230-3

Mr. & Mrs. Anthony Ayoub  
re: 18752 SE Red Apple Ln  
18752 SE Red Apple Ln  
Jupiter FL 33458  
21-40-42-003-000-00250-8

Mr. & Mrs. Gary Harden  
re: 18804 SE Red Apple Ln  
18804 SE Red Apple Ln  
Jupiter FL 33458  
21-40-42-003-000-00260-6

## SIMPLEX

Mr. & Mrs. Mario Zola  
re: 18908 SE Red Apple Ln  
18908 SE Red Apple Ln  
Jupiter FL 33458  
21-40-42-003-000-00280-2

Mr. & Mrs. Benjamin Bedard  
re: 18909 SE Red Apple Ln  
18909 SE Red Apple Ln  
Jupiter FL 33458  
21-40-42-003-000-00290-0

Ms. E Ortman/W Kluender  
re: 18753 SE Red Apple Ln  
18753 SE Red Apple Ln  
Jupiter FL 33458  
21-40-42-003-000-00300-8

Mr. & Mrs. Gennaro Sagliocca  
re: 8246 SE Country Ests Wy  
8246 SE Country Ests Wy  
Jupiter FL 33458  
21-40-42-003-000-00310-6



## SIMPLEX-NO PAVING

Ms. S Phillips/J Trevino  
re: 7947 SE Peach Wy  
112 Fathom Rd  
N Palm Bch FL 33408  
21-40-42-000-000-00043-3

A to Z Props/Cap Lending  
re: vac SE Peach Wy  
4510 SW Thistle Ter  
Palm City FL 34990  
21-40-42-000-000-00044-2

Mr. Francisco Alonso  
re: 7895 SE Peach Wy  
7895 SE Peach Wy  
Jupiter FL 33458  
21-40-42-000-000-00046-0

Mr. & Mrs. Conrad Damon  
re: 7801 SE Canaan Wy  
7801 SE Canaan Wy  
Jupiter FL 33458  
21-40-42-000-000-00081-6

A Camerino/J Milone  
re: 7902 SE Canaan Wy  
7902 SE Canaan Wy  
Jupiter FL 33458  
21-40-42-000-000-00082-5

Mr. & Mrs. Stephen Young  
re: 7802 SE Canaan Wy  
7802 SE Canaan Wy  
Jupiter FL 33458  
21-40-42-000-000-00083-4

Mr. & Mrs. Matthew Beckman  
re: 7901 SE Canaan Wy  
20408 Queensdale Dr  
Cornelius NC 28031  
21-40-42-000-000-00084-3



## DUPLEX

Mr. J Bowen/K Harney  
re: 8245 SE Country Ests Wy  
8245 SE Country Ests Wy  
Jupiter FL 33458  
21-40-42-003-000-00050-0

Mr. & Mrs. Timothy Wilhelmy  
re: 7896 SE Peach Wy  
7896 SE Peach Wy  
Jupiter FL 33458  
21-40-42-003-000-00110-8

Mr. & Mrs. Benjamin Farahani  
re: 7881 SE Country Ests Wy  
7881 SE Country Ests Wy  
Jupiter FL 33458  
21-40-42-003-000-00140-2

Mr. & Mrs. Courtney Anderson  
re: 7725 SE Country Ests Wy  
6671 W Indiantown Rd #427  
Jupiter FL 33458  
21-40-42-003-000-00160-7

Mr. & Mrs. Peter Uihlein  
re: 8194 SE Country Ests Wy  
8194 SE Country Ests Wy  
Jupiter FL 33458  
21-40-42-003-000-00240-1

Mr. & Mrs. Eric Paul  
re: 18856 SE Red Apple Ln  
18856 SE Red Apple Ln  
Jupiter FL 33458  
21-40-42-003-000-00270-4

# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

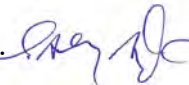
2500 Jupiter Park Drive, Jupiter, Florida 33458

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

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



## MEMORANDUM

TO: GOVERNING BOARD  
FROM: D. ALBREY ARRINGTON, Ph.D.   
DATE: OCTOBER 5, 2020  
SUBJECT: GIRL SCOUTS PARTNERSHIP AGREEMENT

Loxahatchee River District staff take the environmental stewardship portion of our mission seriously. One of our greatest contributions to environmental stewardship is through environmental education where we train the next generation to understand, respect, and value natural resources within the Loxahatchee River watershed. The River Center is at the center of our environmental education efforts, and the River Center's collaborative partnerships with the Girl Scouts of Southeast Florida, Inc. has been among the most fruitful of our environmental education collaborations.

In 2018 and 2019, you authorized execution of a more formalized partnership with the Girl Scouts of Southeast Florida, Inc. via a partnership agreement. The Girl Scouts of Southeast Florida, Inc. desire to update their partnership agreements annually, so it is time to renew this partnership agreement. On the following pages, Jocelyn O'Neill has drafted a memo explaining how our Girl Scout programs support the focus areas of our Enabling Act and reasons to continue our collaboration with the Girl Scouts through the proposed Partnership Agreement. Last year Mr. Shenkman, LRD legal counsel, reviewed and provided feedback on the Partnership Agreement.

Because we have had such a successful partnership with the Girl Scouts of Southeast Florida, Inc., Jocelyn and I request your approval of the 2020 Partnership Agreement. In order to streamline administration of future Partnership Agreement renewals, I am seeking approval to execute the Partnership Agreement in subsequent years barring substantial changes. Therefore, the following motion is offered for your consideration:

**"THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute the Partnership Agreement with the Girl Scouts of Southeast Florida, Inc. for 2020 and subsequent years as long as there are no substantial changes in the terms and conditions of the Partnership Agreement."**

# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458

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

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



## MEMORANDUM

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

FROM: Jocelyn O'Neill, Environmental Education Manager

DATE: October 5, 2020

SUBJECT: Girl Scouts of Southeast Florida Partner Agreement

The River Center has conducted badge-earning Girl Scout programs since 2009 as part of the Eco-Action partnership with Society of Women Engineers (SWE) and later the ERM Foundation. All our programs, except for the 'Girl Scout Way' badge, have included STEM components. There are three in-person workshops planned and one virtual experience for the 2020-2021 year. Each of those programs is designed to correlate with one or more of the Loxahatchee River District's (LRD) focus areas laid out in the Enabling Act.

### **In Person Programs:**

- Council's Own Butterfly Badge (November 7, 2020)
  - Focus Area: Water Supply
  - Water conservation through design in the River Center's garden.
  - Reuse water was a water source for the Abacoa Community Garden supporting butterflies and other pollinators.
- Make the World a Better Place (February 27, 2021)
  - Focus Areas: Water Supply and Solid Waste
  - LRD Exhibit showing water reuse.
  - Water conservation – Every drop counts. Water balance and LRD Exhibit to show how we use water as well as ways we can reduce water consumption.
  - Recycle Relay – discussion on the 5 R's: Reduce, Reuse, Recycle, Respect, Rethink.
  - Girls will also create a plastic bag monster with a discussion on single use plastics, recycling and how long plastics remain in our environment.
  - For the Take Action portion of this event, Girl Scouts are encouraged to do clothes and toy drives of gently used items preventing these items from entering the landfill.
- Fish Like a Girl (April 10, 2021)
  - Focus Areas: Stormwater and Solid Waste
  - Water quality is important for healthy fish. Preventing pollutants from running off the land into our waterways can help keep fish habitats healthy.
  - Girl Scouts always leave a place better than they found it. Always pack out your trash and any other garbage you find at your fishing spot. Recycle monofilament fishing line in designated areas.

**Virtual Program:**

- Girl Scout Way (TBD) – typically this event sees more than 200 Girl Scouts, but due to COVID 19, this year this event will be offered virtually. This is considered a “gateway” or “bridge” program used to market to new troops, Girl Scouts, and their families. While it does not directly correlate to one of the LRD’s focus areas, it has the potential to engage new people that may be interested in other River Center programs.

In 2018, Girl Scouts of Southeast Florida (GSSEF) formalized its relationship with provider organizations (such as the River Center) through their “partnership” program. We have completed two years under this partnership agreement and are seeking to renew the agreement again for the coming year. Continuing with the agreement will allow the River Center to be included in their event listings, newsletters, and other marketing avenues. The River Center is currently already in compliance with their insurance, safety and integrity requirements. We would need to provide a certificate of insurance listing GSSEF as a certificate holder.

The Girl Scout badge programs are a keystone program for the River Center. Each year we serve over 250 Girl Scouts that earn badges with a STEM component. In addition to that, our ‘Girl Scout Way’ campfire brings in new Girl Scouts each year, exposing new troops and families to the River Center and its programs. Our partnership with SWE continues to be an asset to the River Center as well. Discontinuing this program would affect not only the River Center, but the girls that we serve in our area. Our programs are unique compared to other providers. For these reasons, I recommend that the Loxahatchee River District / River Center accept the partnership agreement with GSSEF to continue our Girl Scout Programs. Agreement is attached.

## Partner Information Packet for Girl Scout Programming

Greetings from Girl Scouts of Southeast Florida!

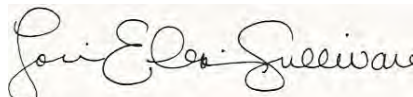
We are excited to provide you and your organization/business with an opportunity to partner with our local Girl Scout Council. We will work together to provide programs and opportunities to more than 9,000 girl members and almost 5,000 adult members – who participate in approximately 1,100 Girl Scout Troops.

Girl Scouts is the world's preeminent organization dedicated to developing leadership in girls. In Girl Scouts, girls partner with caring adults to design fun and challenging activities that empower them to discover, connect, and take action around issues that they care about. Our Partner Information Packet and Agreement allows us to clearly articulate our requirements for implementing quality programs for girls, as well as GSSEF's partnership support and promotion capabilities.

Inside this guide, you will find information on:

- Our Council's Map (our jurisdiction) and Membership
- The Girl Scout Program
- Activity Development and Planning
  - ✓ Scheduling
  - ✓ Registration
  - ✓ Cancellation
- Insurance and Safety
- Marketing and Promotion
- Program Partnership Agreement
- Partner Check List

We look forward to working with you!



**Lori Ebinger Sullivan, MBA**

Chief Operating Officer

Office: 561-815-1821

[lsullivan@gssef.org](mailto:lsullivan@gssef.org)

Girl Scouts of Southeast Florida, Inc.

Administrative Headquarters

6944 Lake Worth Road

Lake Worth, FL 33467

[www.gssef.org](http://www.gssef.org)

## Map and Membership

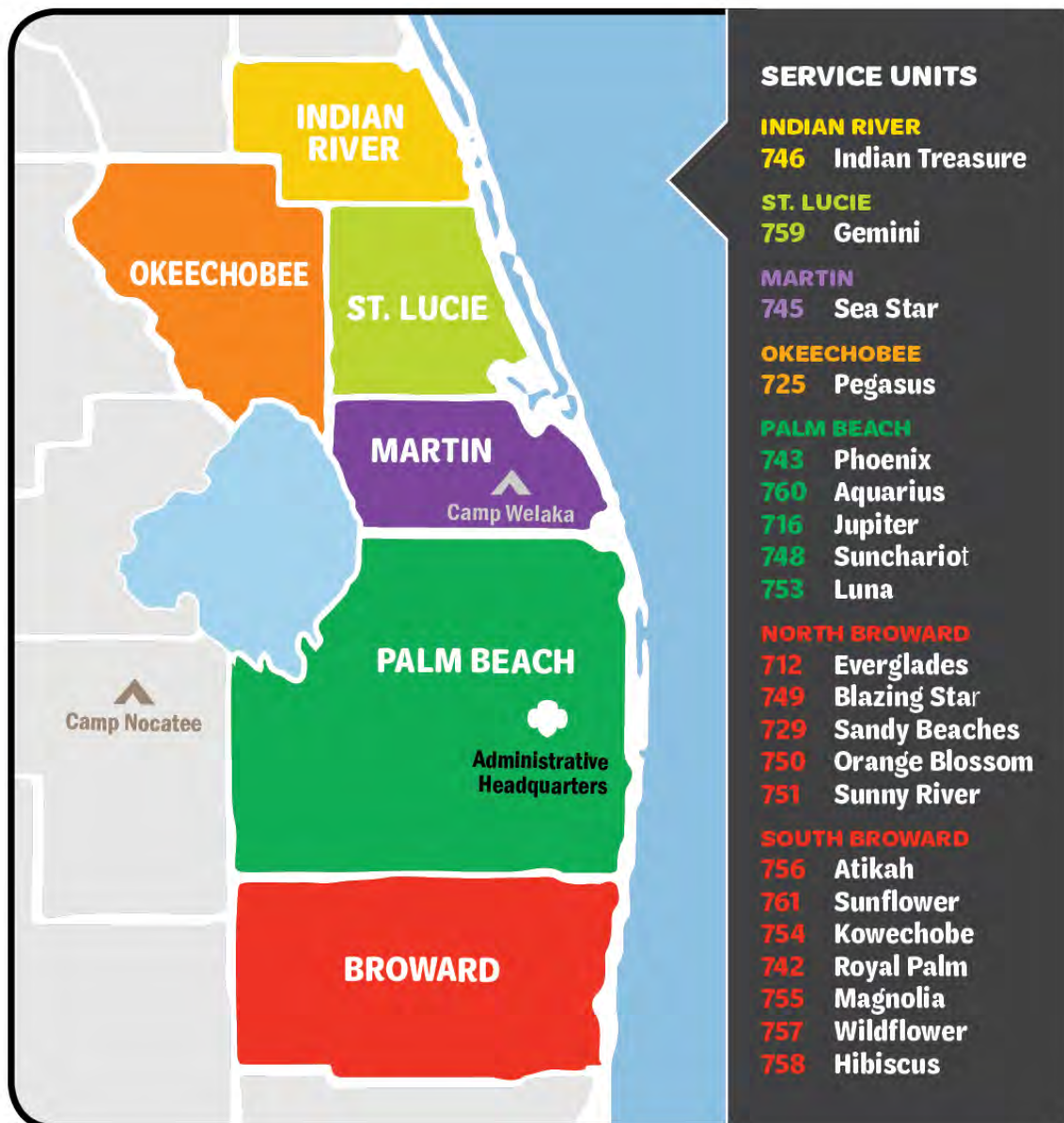
GSSEF serves six counties: Broward, Palm Beach, Martin, Okeechobee, St. Lucie and Indian River.

Dedicated to this specific area of work, GSSEF employs three Girl Experience Managers responsible for the program partnerships in an area, as well as our Leadership Team:

Vice President of Mission Delivery, Heather Hileman  
Vice President of Outdoor Initiatives, Cindy McHeran

[hileman@gssef.org](mailto:hileman@gssef.org) 561-815-1804  
[cmcheran@gssef.org](mailto:cmcheran@gssef.org) 561-815-1803

Organizations/businesses located outside our Council's jurisdiction may be eligible to partner with GSSEF when programs are offered at locations in the jurisdiction.

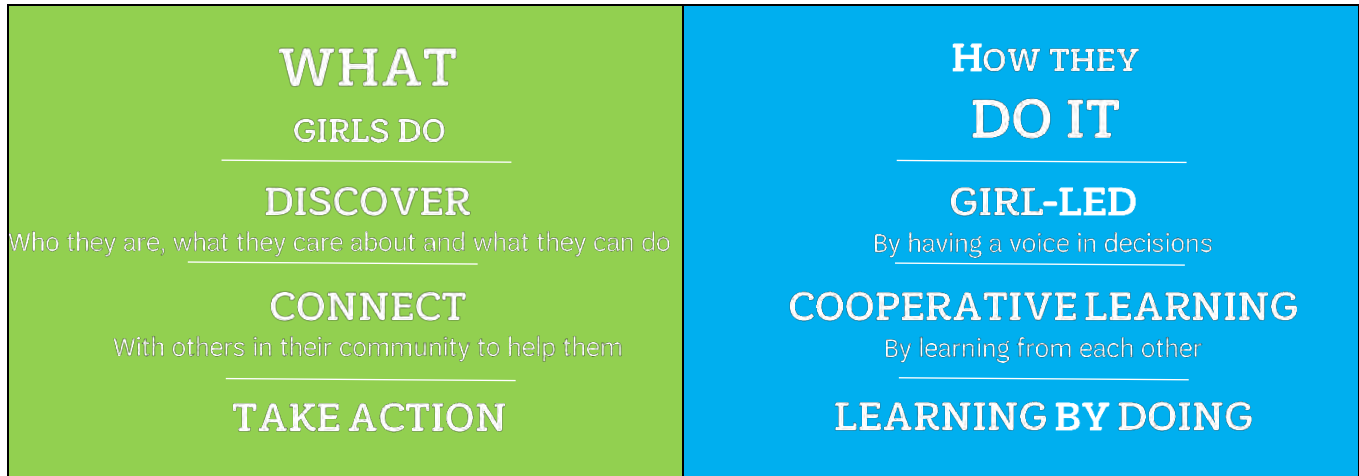




## The Girl Scout Program

The Girl Scout Mission is: Girl Scouting builds girls of courage, confidence and character who make the world a better place.

The Girl Scout Leadership Experience (aka. GSLE) is what we use to achieve our mission. In simple terms, our GSLE is what Girl Scouts do and how they do it. Our GSLE is a collection of engaging, challenging and fun activities that includes earning badges, going on trips, selling cookies, exploring science, getting outdoors, doing community service projects – and MUCH more!



Girls Scouts have four focus areas that support the skills and experiences that form her foundation:

- Science, technology, engineering and math (aka. STEM)
- Outdoors
- Life Skills & Healthy Relationships
- Entrepreneurship

The Girl Scout Grade Levels are:

- Daisy Girl Scouts, grades K – 1<sup>st</sup>
- Brownie Girl Scouts, grades 2<sup>nd</sup> – 3<sup>rd</sup>
- Junior Girl Scouts, grades 4<sup>th</sup> – 5<sup>th</sup>
- Cadette Girl Scouts, grades 6<sup>th</sup> – 8<sup>th</sup>
- Senior Girl Scouts, grades 9<sup>th</sup> – 10<sup>th</sup>
- Ambassador Girl Scouts, grades 11<sup>th</sup> – 12<sup>th</sup>

Girls, and their families, can register and participate in activities in two ways:

- As members of a Troop with two adult volunteer Leaders
  - Troops may include members in one or more grade-levels
  - Participation in this case, usually means the Troop Leader is organizing the group and making registrations on behalf of the Troop members
- As individual members
  - All girls are members, whether they take part in a Troop, or not
  - Participation in this case, usually means a parent is making registration(s) on behalf of the child(ren)
  - These activities can be wonderful ways to involve family members too

Girl Scouts do not:

- Raise money for other organizations or businesses
- Participate in political campaigns or with those adults seeking election into a political office

## Program Development and Planning

### Scheduling

Together, GSSEF staff and partners work to select the date(s), time(s) and location(s) for each activity. Additionally, the team will discuss the applicable grade levels and capacity logistics prior to scheduling activities.

GSSEF will:

- Ensure activity dates do not conflict with previously scheduled activities that could potentially have a negative effect on the partner program or Council Signature Program
- Help select the best timing for the partner activity:
  - January and February are Girl Scout Cookie time; that means families, Troops and girls are extremely busy, especially on the weekends
  - Troop activities generally slow down during the summer months (June, July and early August) so ample notice for promotion is important
  - Families and individual registered girls tend to enjoy participating during the summer months (June, July and early August)
  - Activities are not commonly scheduled between Dec. 23-Jan.1 annually.

Partner will:

- Work with GSSEF to determine the Girl Scout Grade-Level(s) best suited for the activity
- Set the minimum and maximum capacity for an activity
- Set the minimum number of registrations to avoid cancellation
- Determine if the activity is best suited for Troop promotion/registration or registration by individual girls and their families

### Registration

Participant registration is handled by GSSEF and conducted through our online registration system.

GSSEF will:

- Track registrations and update partner of progress: two weeks in advance of the program, when registration closes and upon request.
- Verify Girl Scout membership status
- Collect fees, which may include a processing fee per participant
- Set registration deadline date at least one week prior to the activity, unless agreed upon differently with the partner, prior to scheduling activities
- Notify registrants if the activity cancels for any reason and handle refunds (when applicable)
- Email confirmation letter with any special information needed (such as: safety guideline/waivers/permissions) to registrants within 4 business days in advance of the program
- Email registrant roster to the partner within 2-7 business days in advance of the program
- Pay partner fees due, based upon receipt of invoice and roster; these are due within 7 business days of the activity and paid within 7 business days

Partner will:

- Provide GSSEF with specific permission forms, waivers or photo release forms, etc.
- Notify GSSEF staff if an emergency cancellation must occur (i.e. inclement weather)
- Use the roster to verify in-person participants
- Document and add any additional participants who arrived and took part in the activity (SEE “ADDITIONAL PARTICIPANTS”)
- Return the attendee roster and invoice to GSSEF within 7 business days of the activity

## **Cancellation**

While uncommon, activity cancellation does occur.

GSSEF will:

- Provide partners with our cancellation policy and procedure
- Publish alternate cancellation policies, should the partner’s policies differ from GSSEF
- Accept refunds requests only until 14 days before the scheduled activity
- Notify registrants of a cancellation via email
- Provide refunds to registrants within 30 days of the cancellation date, which includes refunds for unexpected cancellations
- Cancel all activities that are located in areas where a Hurricane Watch and/or Hurricane Warning have been issued for a span of dates in which the activity is scheduled
- Provide exceptions to the 14-day return request policy in the event of a medical emergency; documentation may be requested

Partner will:

- Provide your cancellation policy, if different from GSSEF’s cancellation policy, prior to scheduling activities
- Provide GSSEF with an on-site contact person (with phone number) who will be available for discussing any unexpected concerns or issues on the day of the scheduled activity
- Abide by the GSSEF cancellation policies
- Opt to cancel an activity due threat of inclement weather that may jeopardize the safety of our members
- Contact the designated GSSEF staff member immediately in the event of an unexpected cancellation

## **Additional Participants**

Sometimes girls, Troops and “extra” family members show-up at the activity without prior registration. This is not a practice endorsed by GSSEF. GSSEF does not require partners to accommodate “extra” participants; this is at the discretion of the partner to determine if they can/will accommodate the people/persons.

Tagalongs are defined by Girl Scouts as: “people not officially affiliated with Girl Scouts, but who are along for the activity.” We discourage partners from accommodating Tagalongs in the activity.

Partners are prohibited from accommodating members who do not meet the pre-established grade-levels, provided at registration. Abiding by Girl Scouts grade-levels ensure peer groups and activities commensurate with a girl’s skills, abilities and interests.

GSSEF will:

- Discourage unregistered participants from going to activities with the expectation that they will be accommodated
- Collect payment(s) for “extra” participants that are accommodated at the activity
- Pay partner fees due, based upon the invoice and roster “extra” participants, provided these are received within 7 business days of the activity (SEE “REGISTRATION”)

Partner will:

- Reserve the right to accommodate “extra” participants who arrive unregistered for the activity
- Reserve the right to prohibit Tagalongs from attending any activity by including this distinction to the activity description
- Document and add additional “extra” participants who arrived and took part in the activity, by name(s) and Troop Number
- Return the complete roster and invoice to GSSEF within 7 days of the activity when additional “extra” participants are accommodated
- Treat Girl Scouts and additional “extra” participants politely and respectfully at all times; especially in cases when the partner will not allow additional participants and is offering the explanation

## **Photography**

Should partners wish to take photographs, video, and/or make recordings of our members, GSSEF requires use of a separate photo release form. This is required should partners wish to utilize images on social media platforms as well.

GSSEF will:

- Provide the partner’s photo release form to registrants, prior to the activity, as well as directions on how/when to return it

Partner will:

- Provide the photo release form to GSSEF registrants at the time of scheduling
- Require only the name of the minor child as the intended photo subject, name of adult completing the release and the date; partners are prohibited from requesting any contact information from our members
- Keep the photo release documentation

## **Girl Scout Brand**

Girl Scouts is a well-loved and iconic brand. Few brands are able to be identified by a color or shape like the Girl Scout brand. All Girl Scout products and the images and phrases featured on our products serve to raise Girl Scout brand voice, mission and visibility.

Girl Scouts has the sole and exclusive right by virtue of its Congressional Charter, 36 U.S.C. § 80106 et. seq., to have and use all service marks, trademarks, emblems, badges, descriptive or designating marks and words used in carrying out its program and is the owner of the GIRL SCOUTS name, service mark, and trademark, and of all other associated names, marks, slogans, insignias, logotypes, designs, fonts, program titles, program content, patch images, badge images and artwork.

GSSEF is the exclusive local brand owner. Prior approval is required from GSSEF for the use of Girl Scout brand, by our partners. This includes, but is not limited to, digital or printed materials, brochures, or other marketing collateral that is produced for the purpose of marketing services and activities. Additionally, use of the Girl Scout brand on community partner websites or social media outlets must also be preapproved.

Members are referred to as “Girl Scouts.” The business is referred to as a “Girl Scout Council” or “Girl Scouts of Southeast Florida.” Use of capital letters are demonstrated here and expected for use. Use of the word “scouts” (noun) or words “The Scouts” (proper noun) referring to members and use of the word “scouting” (verb) referring to an action or activity are strictly prohibited. Activities may be referred to as “Girl Scouting” when an action verb is needed.

With the execution of the partner agreement, GSSEF allows the partner to utilize our brand assets to showcase the partnership through co-branding opportunities. GSSEF does not permit co-branding or participating in co-activities with organizations considered to be direct competitors. These organizations include, but are not limited to:

- Indian Princesses and Y-Guides (operated through the YMCA)
- Boy Scouts of America or local Boy Scout Councils (also operated as Scouts BSA)
- Girls, Inc.

## **Privacy and Personal Information**

Member information is the property of GSSEF. Protecting the integrity of their data and the privacy of our members is a priority. GSSEF member contact information is confidential and only to be utilized for council-sponsored GSSEF programs, at the direction of the council. Partners are prohibited to collect member information at Girl Scout activities for any purpose. Partners are prohibited from contacting our Girl Scout members for any reason without the express permission of GSSEF.

The only exception for requesting information is for Photo Release; in this case, partners may request names only. (SEE “PHOTOGRAPHY”)

## **Insurance, Safety and Integrity**

### **Insurance**

Partners must submit a current certificate of insurance verifying that the organization has a reasonable amount of general liability coverage for the activities. By carrying adequate liability insurance, the partner can accept the responsibility for the actions of its staff and volunteers. GSSEF may not be able to work with a potential partner whose activities are not covered adequately by liability insurance.

The partner must submit a Certificate of Insurance naming GSSEF as a certificate holder. A valid certificate of insurance includes:

- A minimum total per occurrence limit of \$1,000,000
- If providing transportation as part of the program, the COI must also include at least \$1,000,000 of automobile coverage
- Scheduled activity falls within policy period shown
- Certificate holder name as: Girl Scouts of Southeast Florida, Inc., 6944 Lake Worth Road, Lake Worth, FL 33467

If your organization is self-insured, send documentation such as Certificate of Insurance (COI) or other proof of insurance coverage, to verify this. If your organization is not providing insurance, but the location of the activity is providing coverage, please send a copy of the location's liability insurance such as a COI.

Activity participants may not be registered Girl Scouts members; therefore these people are not covered by Girl Scouts insurance.

## Safety

Nothing is more important than ensuring the health and safety of girls, whether they're engaged in a real world activity or exploring online. Girl Scouts works hard to build safety consciousness in adults, staff, volunteers, girls and with our partners. This diligence is intended to ensure proper supervision, prevent accidents and incidents and maintain program resources.

GSSEF expects our partners to work with us to ensure the health and safety of our members – as well upholding the standards and integrity of the Girl Scout Promise and Law at activities.

### GSSEF will:

- Provide access to Girl Scouts “Safety Activity Checkpoints,” as well as any requested clarification or explanation as it relates to an activity
- Provide access to GSSEF “Volunteer Policies and Procedures,” as well as any requested clarification or explanation as it relates to an activity
- Provide access to GSSEF “Accident Report” for girls and adults
- Record all reported safety concerns or incidents
- Follow internal policies and procedures regarding disciplinary actions with members regarding a safety concern or incident
- Provide necessary follow up with members regarding a safety concern or incident
- Facilitate the utilization of insurance resources, for members involved in an incident, through all applicable providers

### Partner will:

- Read and follow applicable standards in the national Girl Scouts “Safety Activity Checkpoints” (Check [www.gssef.org](http://www.gssef.org) and search for words “Safety Activity Checkpoints” to access the most recent version)
- Read and follow applicable standards in the GSSEF “Volunteer Policies and Procedures” (Check [www.gssef.org](http://www.gssef.org) and search for words “Policies and Procedures” to access the most recent version)
- Read and utilize the GSSEF “Accident Report” for girls and adults, when applicable (Check [www.gssef.org](http://www.gssef.org) and search for words “Accident Report” to access the most recent versions)
- Provide and/or follow the Adult-to-Girl ratio required for any Girl Scout activity
  - Partners may opt to fill this ratio with its staff members or,
  - Require registering adults to provide this ratio, and
  - Troop activities normally maintain the ratio with the Troop’s registered and screened volunteers
  - If girls are attending individually, parents must stay on the property where the activity is held
- Know and report the signs or concerns of abuse to a child (SEE “REPORTING ABUSE”)
- Provide a stocked first aid kit at the location of an activity
- Provide a currently certified first aid/CPR adult on-site (when applicable)
  - Troops are required to provide a certified first aid/CPR volunteer with girls, at the activity. However, if the activity is for individuals (i.e. not Troop registration), the partner is required to provide a certified first aid/CPR adult on-site
- Document any safety concerns or incidents by providing situational details with the names of those involved, to the GSSEF staff member in writing, within one day of the incident
- Contact emergency services (i.e. 9-1-1) in an emergency situation, and then,
- Contact the designated GSSEF staff member via cellular phone, as soon as the participant’s



immediate health and safety have been addressed appropriately

### **Adult-to-Girl Ratio**

Our Adult-to-Girl ratio requires two unrelated adults, ONE of which MUST be female, for every:

- 6 Daisy Girl Scouts (K-1 graders)
- 12 Brownie Girl Scouts (2-3 graders)
- 16 Junior Girl Scouts (4-5 graders)
- 20 Cadette Girl Scouts (6-8 graders)
- 24 Senior and Ambassador Girl Scouts (9-12 graders)

Plus, one adult for each additional:

- 4 Daisy Girl Scouts
- 6 Brownie Girl Scouts
- 8 Junior Girl Scouts
- 10 Cadette Girl Scouts
- 12 Senior and Ambassador Girl Scouts

### **Reporting of Abuse**

Florida state law requires any individual who suspects that a child or vulnerable adult has been abused, neglected or abandoned by any person to report that to the Florida Abuse Hotline. GSSEF strictly adheres to Florida Statute 39 regulated by the Florida Department of Children and Families, and it is therefore a requirement of our partners to adhere to the Statute as well.

According to Florida Statute 39, a “Child” is defined as an unmarried person less than 18 years old who has not been emancipated by order of the court; and “Abuse” on a child is defined by Florida law as any willful or threatened act or omission that results in any physical, mental, or sexual injury or harm that causes or is likely to cause the person’s physical, mental, or emotional health to be significantly impaired.

GSSEF will:

- Provide access and explanation of Florida Statute 39 regulated by the Florida Department of Children and Families
- Provide access to the Florida Abuse Hotline at 1-800-96-ABUSE (1-800-962-2873)
- Make the report should the partner feel uncomfortable doing so
- Record all reported concerns

Partners will:

- Acknowledge Florida Statute 39 regulated by the Florida Department of Children and Families
- Know and understand the signs of abuse on a child
- Report concerns by calling the Florida Abuse Hotline at 1-800-96-ABUSE (1-800-962-2873), or
- Contact the GSSEF staff member to make the report if you are uncomfortable doing so

### **Weather**

The safety of our members is the most important consideration, both during the activity and when traveling to and from it.

GSSEF will:

- Cancel all activities that are located in areas where a Hurricane Watch and/or Hurricane Warning have been issued for a span of dates in which the activity is scheduled
- Encourages partners to plan an indoor contingency plan or establish a make-up date, prior to the activity

Partners will:

- Abide by the GSSEF cancellation policies regarding dangerous weather
- Opt to cancel an activity due to threat of inclement weather that may jeopardize the safety of our members
- Contact the designated GSSEF staff member immediately in the event of an unexpected cancellation
- Plan an indoor contingency plan or establish a make-up date (when applicable)

### **Impact of a Hurricane Watch or Warning on Girl Scout Programs and Activities**

The safety of our Girl Scout members is our highest priority. Hurricane season begins June 1 and ends November 30 (annually). When the National Weather Service issues a Hurricane “Watch” or “Warning” for any geographic portion of our Council’s jurisdiction during any time period for which an activity is scheduled, it will be automatically postponed. When the National Weather Service lifts the Hurricane “Watch” or “Warning,” and GSSEF operations have resumed, together we will determine if the activity can be rescheduled. Tropical Storm “Watch” or “Warning” will be handled on a case-by-case basis.

### **Adherence to the Girl Scout Promise and Law**

It is the standard and procedure of GSSEF to provide all volunteers, members, employees and girls with an environment free from forms of harassment and characterized by dignity, respect, courtesy, and conduct that is in alignment with the principals of the Girl Scout Promise and Law. GSSEF expects our partners to work with us to ensure members uphold these standards when attending activities.

Part of being an effective and responsible Girl Scout adult member or volunteer includes being an appropriate role model. Girls learn about leadership and appropriate health and safety standards directly and indirectly from the adults around them.

GSSEF will:

- Provide access and explanation of the Girl Scout Promise and Law
- Provide access and explanation of the GSSEF Code of Conduct
- Record all reported concerns or incidents
- Follow internal policies and procedures regarding disciplinary actions with members regarding Code of Conduct
- Provide necessary follow up communication with members regarding concern or incidents

Partner will:

- Read the Girl Scout Promise and Law (Check [www.gssef.org](http://www.gssef.org) and search for words “Who We Are” to access the Girl Scout Promise and Law )
- Read and ensure the standards in the GSSEF “Code of Conduct” are met (Check [www.gssef.org](http://www.gssef.org) and search for words “Volunteer Policies and Procedures” to access the most recent version)
- Document concerns or incidents by providing situational details with the names of those involved, to the GSSEF staff member in writing, within one (1) day of the incident
- Contact the designated GSSEF staff member via cellular phone immediately in the event of an egregious breach of the Girl Scout Promise and Law or GSSEF “Code of Conduct”

## Marketing and Promotion

GSSEF actively promotes activities through a wide-range of successful marketing tools. It is our objective to share the opportunities for activities with our partners, highlight activities and program elements offered exclusively for Girl Scout members.

Regular marketing and promotion of activities utilizes year-round interactive and trackable tools, supported by our in-house marketing team of professionals. Our GSSEF marketing tools currently include:

- Bi-weekly e-newsletter for all registered members and subscribers, entitled “Trefoil Talk”
- Monthly e-magazine for all Troop Leaders, entitled “Linking Leaders”
- Social media channels on Facebook, Instagram and Twitter
- Council’s website, online Activities Calendar
- Council’s Blog
- Targeted large-group email capabilities through our membership database

Partners work closely with the GSSEF staff member to establish which of the marketing tools will be implemented for each individual activity. Additionally, GSSEF will identify the designated Marketing staff member to interface with the partner.

Partners may opt to create promotional assets too. If so, partners are required to follow the standards set forth in the “Girl Scout Brand” section of the packet, as well as the following requirements.

GSSEF will:

- Utilize the marketing tools described in the packet to reach the desired registration capacity for activities
- Approve partner-produced promotional materials prior to production or distribution (SEE “GIRL SCOUT BRAND”)

Partners will:

- Request approval of promotional materials regarding partner activities prior to production or distribution.
  - Request approval prior to using the Girl Scout brand with additional brands, other than that of the specific single named partner, such as logos for funders or other collaborators. (This includes digital platforms like website or social media pages)
  - Abide by the limitations regarding “co-branding” (SEE “THE GIRL SCOUT BRAND”)
  - Referred to members as “Girl Scouts”
  - Refer to the business as a “Girl Scout Council” or “Girl Scouts of Southeast Florida”
  - Refrain from use of the word “scouts” (noun) or the words “The Scouts” (proper noun) when referring to members
  - Refrain from use of the word “scouting” (verb) referring to an action or activity; activities may be referred to as “Girl Scouting” when an action verb is needed
- Use Arial as the font for all copy; or one of the Girl Scouts five families of bespoke fonts, designed exclusively for our brand

## Program Partnership Agreement

The relationship between Girl Scouts of Southeast Florida, Inc. and partners is voluntary and can be dissolved at any time for non-compliance with our safety and risk management standards, insurance requirements, and actions that do not align with the mission and values of Girl Scouts.

The authorized individual should initial each item to verify that the partner organization understands these requirements and will work to adhere to the information and standards stated in the "Partner Information Packet" document. Print, sign and date the bottom of this Agreement.

Failure to comply with the standards and expectations set forth, or included, in the "Partner Information Packet" will result in the immediate termination of the partner relationship which will include termination of a currently signed agreement(s), cancellation future/scheduled activities and may include legal action.

\_\_\_\_ My/Our organization/business supports Girl Scouts in its efforts to make Girl Scouting available to all girls and adults, regardless of race, ethnicity, religion, age, national origin, gender, veteran status, sexual orientation, marital status, or the presence of any physical, sensory, or mental disability (provided that the participant can safely undertake the activity).

\_\_\_\_ I/We have read and understand this GSSEF "Partner Information Packet" and agree to comply.

\_\_\_\_ I/We have read and understand this Partnership Agreement is valid for a period not to exceed one year, beginning: \_\_\_\_\_ (start date, xx/xx/xxxx) and ending: \_\_\_\_\_ (final date: xx/xx/xxxx).

\_\_\_\_ I/We have read and understand the GSUSA "Safety Activity Checkpoints" applicable to our activity/ies and agree to comply.

\_\_\_\_ I/We have read and understand the GSSEF "Volunteer Policies and Procedures" applicable to our activity/ies and agree to comply.

\_\_\_\_ I/We have included a current certificate of general liability insurance. Scheduled Program Providers should carry at least \$1,000,000 in general liability coverage.

\_\_\_\_ I/We understand that GSSEF cannot guarantee activity attendance to/for an activity.

\_\_\_\_ I/We understand that GSSEF will pay the partner the agreed price per person for the guaranteed or actual participants, based upon the roster and invoice, provided within seven days of the activity.

\_\_\_\_ I/We acknowledge that a W-9 Request of Taxpayer Identification Number & Certification form is required in order to receive payment from GSSEF.

\_\_\_\_ I/We have included a copy of the waiver/agreement that will be distributed to parents/guardians of girls attending events. (Initial here, only if applicable).

\_\_\_\_ I/We have included a photo release form. (Initial here, only if applicable)

Partner Business Name: \_\_\_\_\_ Representative Name: \_\_\_\_\_

Contact Email: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

Authorized Representative Signature and Date: \_\_\_\_\_

## Partner Check List

This is a handy planning tool that will help guide the activity development process!

Partner Business Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Email: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

☐ GSSEF Staff Contact Person: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Cellular Phone: \_\_\_\_\_

Email: \_\_\_\_\_

☐ Activity Title: \_\_\_\_\_

☐ Activity Venue: \_\_\_\_\_

☐ Activity Date: \_\_\_\_\_

☐ Troop Registration (or) ☐ IRM/Family Registration

Check all Girl Scout grade levels that apply:

☐ Daisy (K-1) ☐ Brownie (2-3) ☐ Junior (4-5) ☐ Cadette (6-8) ☐ Senior (9-10) ☐ Ambassador (11-12)

☐ Minimum Registration Required: \_\_\_\_\_ (and) ☐ Maximum Registration Allowed: \_\_\_\_\_

☐ Registration "Open" Date: \_\_\_\_\_ (and) ☐ Registration Close Date: \_\_\_\_\_

☐ Photo Release Required

☐ Tagalongs Permitted

☐ Specific clothing, equipment or proficiencies required: \_\_\_\_\_

☐ Any additional info needed for this activity: \_\_\_\_\_

☐ Partner/Business logo needed for promotional purposes

☐ Yes! This partner/business is interested in receiving additional information about these other opportunities: sponsorship, collaboration on one (or more) of the Council's Signature Programs or

creation of an official Patch Program.

# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458

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

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



## MEMORANDUM

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

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

DATE: October 8, 2020

SUBJECT: Consultants Competitive Negotiation Act: Continuing Contracts for Professional Engineering Services

In compliance with the District's Purchasing Policies and Procedures and Florida Statute 287.055 the District engaged in the CCNA process for FY21 with advertisement of Request For Qualifications 20-001-PROFSERVICES on April 1, 2020. Included in RFQ 20-001-PROFSERVICES were continuing services contracts for the Wastewater Collection & Transmission System, the Reuse Distribution System, the Wastewater Treatment Facility and Administration, Education & Maintenance Facilities.

Staff recently completed the CCNA Final Section Process and ranked all qualified firms approved at the May Board Meeting as detailed in the attached.

Also attached is the Continuing Contracts for Professional Engineering Services Standard Form Contract.

Staff recommend the following motion.

**“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to enter into Standard Form Continuing Contracts for Professional Engineering Services as follows:**

**Baxter & Woodman, Inc. for: -Wastewater Collection & Transmission System  
-Reuse Distribution System  
-Wastewater Treatment Facility**

**Calvin Giordano & Associates, Inc. for: -Wastewater Collection & Transmission System  
-Wastewater Treatment Facility**

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



<b>Chen Moore &amp; Associates, Inc. for:</b>	<b>-Wastewater Treatment Facility</b> <b>-Administration, Education &amp; Maintenance Facilities</b>
<b>Holtz Consulting Engineers, Inc. for:</b>	<b>-Wastewater Collection &amp; Transmission System</b> <b>-Reuse Distribution System</b> <b>-Wastewater Treatment Facility</b>
<b>KCI Technologies, Inc. for:</b>	<b>-Administration, Education &amp; Maintenance Facilities</b>
<b>Kimley-Horn &amp; Associates, Inc. for:</b>	<b>-Wastewater Collection &amp; Transmission System</b> <b>-Reuse Distribution System</b>
<b>Mock, Roos &amp; Associates, Inc. for:</b>	<b>-Wastewater Collection &amp; Transmission System</b> <b>-Reuse Distribution System</b>
<b>RGD &amp; Associates, Inc. for:</b>	<b>-Administration, Education &amp; Maintenance Facilities</b>

RFQ 20-001-PROFSERVICES  
FINAL SELECTION

1. Wastewater Collection & Transmission System

- a. Continuing Services – Provide continuing services for renewal/replacement and new projects within the Loxahatchee River District's wastewater collection and transmission system. The continuing services will typically be provided on projects whose estimated construction cost is less than F.S. 287.017 Category 5 and on individual studies whose estimated cost is less than F.S. 287.017 Category 2.

- 1. Holtz**
- 2. Calvin Giordano**
- 3. Mock Roos**
- 4. Baxter and Woodman**
- 5. Kimley Horn**

2. Reuse Distribution System

- a. Continuing Services – Provide continuing services for renewal/replacement and new projects within the Loxahatchee River District's reuse distribution system. The continuing services will typically be provided on projects whose estimated construction cost is less than F.S. 287.017 Category 5 and on individual studies whose estimated cost is less than F.S. 287.017 Category 2.

- 1. Holtz**
- 2. Mock Roos**
- 3. Baxter and Woodman**
- 4. Kimley Horn**

3. Wastewater Treatment Facility (WWTF)

- a. Continuing Services – Provide continuing services for renewal/replacement and new projects within the Loxahatchee River District's WWTF. The continuing services will typically be provided on projects whose estimated construction cost is less than F.S. 287.017 Category 5 and on individual studies whose estimated cost is less than F.S. 287.017 Category 2.

- 1. Holtz**
- 2. Chen Moore**
- 3. Baxter and Woodman**
- 4. Calvin Giordano**

4. Administration, Education, and Maintenance Facilities

- a. Continuing Services – Provide continuing services for renewal/replacement and new projects associated with administration, education and maintenance facilities. The continuing services will typically be provided on projects whose estimated construction cost is less than F.S. 287.017 Category 5 and on individual studies whose estimated cost is less than F.S. 287.017 Category 2.

- 1. KCI Technologies**
- 2. Chen Moore**
- 3. RGD**

## **CONTINUING CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES**

This Continuing Contract (“Contract”) for Professional Engineering Services (the “Services”) is made and entered into by the Loxahatchee River Environmental Control District, a Special District of the State of Florida (“District”) and \_\_\_\_\_, a \_\_\_\_\_ corporation (“Engineer”), in response to the District’s Request for Qualifications for “Engineering Services for \_\_\_\_\_.”

WHEREAS, in accordance with Section 287.055, Florida Statutes (“Consultants’ Competitive Negotiation Act” or “CCNA”), the District issued the Request for Qualifications for Engineering Services for \_\_\_\_\_ and solicited statements from qualified professional engineering firms for continuing contracts to provide Services on an as needed basis; and

WHEREAS, the District has selected Engineer to provide the Services and desires to enter into a “continuing contract” within the purview of the CCNA; and

WHEREAS, Engineer represents that it has considerable qualifications, expertise and experience in this area as set forth in its response to the District’s Request for Qualifications, and wishes to provide the Services to the District in accordance with the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual representations and obligations herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### **Section 1. Term**

This Contract has no time limitation.

### **Section 2. Representations by Engineer**

By executing this Contract, Engineer makes the following express representations to the District:

A. Engineer is professionally qualified to act as an engineer for the District and provide the Services outlined in the Request for Qualifications issued by the District.

B. Engineer shall maintain all necessary licenses, permits, insurance or other authorizations necessary to act as an engineer for the District until Engineer’s duties expressed herein have been fully satisfied.

C. Services performed by Engineer pursuant to this Contract shall comply with all applicable laws, codes and regulations and shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing within the same locality.

### **Section 3. Scope of Services**

- A. Engineer shall provide Services to the District on an as needed basis.
- B. Engineer shall perform the Services as may be specifically designated and authorized by the District on a per-project basis at the rates set forth in Exhibit "A."
- C. Services will be authorized by the District's issuance of an authorization to perform work (a "Work Authorization"). No Services shall be performed until a Work Authorization has been executed as provided below. Each Work Authorization will set forth specific Services, amount of compensation, and a completion date.
- Work Authorizations in excess of \$50,000.00, or such other amount as set forth in the District's Procurement Policy, must be approved by the District's Governing Board.
- Work Authorizations in amounts less than \$50,000.01, or such other amount as set forth in the District's Procurement Policy, must be approved by the District's Executive Director.
- No Services exceeding the compensation established in a Work Authorization shall be performed until an amended Work Authorization has been executed as provided above. Regardless of the foregoing, all Services shall be performed in accordance with the CCNA, including all thresholds contained in the CCNA and any amendments thereto.
- D. In accordance with the CCNA, during the term of this Contract, the Services provided by Engineer to the District shall not include projects for which construction costs exceed four million dollars (\$4,000,000.00) or study activities when the fee for such Services exceeds five hundred thousand dollars (\$500,000.00) or such other amounts as may be set forth in any amendment to the CCNA.
- E. This Contract is non-exclusive. The District specifically reserves the right to enter into other contracts on the same subject matter and to contract for work with other engineers or consultants for any matter, notwithstanding the fact that the project or task may fall within the scope of this Contract.
- F. Nothing in this Contract shall obligate the District to issue any Work Authorization to Engineer.

### **Section 4. Insurance**

- A. During the performance of Services under this Contract, Engineer shall secure and maintain, at its own expense, the following insurance policies:
- (1) Professional liability insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence or claim.
  - (2) Workers' Compensation and employer's liability insurance for all employees engaged in work pursuant to this Contract in accordance with Florida law.

- (3) Comprehensive general liability insurance with bodily injury limits of not less than one million dollars (\$1,000,000.00), combined single limit, per occurrence and with property damage limits of not less than one million dollars (\$1,000,000.00) combined single limit, per occurrence.
- (4) Comprehensive automobile liability insurance for all owned, non-owned and hired automobiles and other vehicles used by Engineer with minimum limits of one million dollars (\$1,000,000.00) per person and three hundred thousand dollars (\$300,000.00) per accident for Bodily Injury Liability and a minimum of three hundred thousand dollars (\$300,000.00) for Property Damage Liability, or a single limit of three hundred thousand dollars (\$300,000.00).

B. All liability insurance, with the exception of professional liability, shall specifically provide that the District, and anyone else designated by the District, is an additional named insured with respect to the required coverages and the operations of Engineer pursuant to this Contract.

C. All of the policies of insurance required to be purchased and maintained shall contain a provision or endorsement that coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days after written notice has been given to the District by certified mail/ return receipt requested.

D. All of Engineer's subcontractors and consultants shall be required to include the District and Engineer as additional insureds on their general liability insurance policies.

E. Engineer shall not commence its Services under this Contract until all insurance coverage required by this section has been obtained and certificates evidencing same are filed with the District.

## **Section 5. Standard of Care**

Engineer shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a comparable professional under similar circumstances, and Engineer shall, at no additional cost to the District, re-perform Services which fail to satisfy the foregoing standard of care. Engineer warrants that all Services shall be performed by skilled and competent personnel to the standard of care above.

## **Section 6. Personnel**

A. Engineer shall assign only qualified personnel to perform any of the Services.

B. At the time of execution of this Contract, the parties anticipate that the following named key individuals will perform those functions indicated:

_____	– Principal-in-Charge
_____	– Project Manager
_____	– Plan and Permit Reviews
_____	– Surveying/Plat Review



C. Should Engineer reassign any functions or duties to new or additional individuals, Engineer shall provide the District with written notice of any such reassignment within ten (10) calendar days. District reserves the right to require Engineer to change any reassigned personnel.

## **Section 7. Duties and Obligations of the District**

The District shall afford Engineer access to any project site as may be reasonably necessary for Engineer to properly perform the Services under this Contract and shall provide Engineer with sufficient guidance and input to perform all Services contemplated by this Contract in a timely manner.

## **Section 8. Payments**

A. The District shall pay Engineer for Services performed pursuant to this Contract and a Work Authorization in accordance with the Fee Schedule attached hereto as Exhibit A and incorporated herein by reference or as otherwise agreed upon in writing by the District and Engineer. Engineer shall not bill the District for calls or communications of a routine basis that relate solely to the status of pending projects or matters.

B. As a condition precedent for any payment due under this paragraph, Engineer shall submit complete and accurate monthly invoices, unless otherwise agreed to in writing by the District, invoices to the District requesting payment for Services rendered and expenses incurred, as follows:

- (1) Each invoice shall bear the signature of Engineer, which signature shall constitute Engineer's representation to the District that the Services indicated in the invoice have been properly and timely performed, that the expenses included in the invoice have been reasonably incurred, and that all obligations of Engineer covered by prior invoices have been paid in full (unless expressly indicated otherwise).
- (2) Engineer shall submit a monthly progress report for each project awarded by the District. The progress report shall include, but not be limited to, a statement of the time and contract dollars expended related to the Services under the Contract and a Work Authorization; and any associated construction project under Engineer's supervision. This report will be included in the Governing Board's monthly meeting notebook.
- (3) Engineer shall submit detailed time sheets for projects billed on a time and material basis and a written summary of Services completed for projects billed on a lump sum basis.

C. All submittals for payment of per diem and travel expenses by Engineer shall comply with the provision of Section 112.061, Florida Statutes, and all applicable District policies. The District shall not pay, nor shall Engineer incur, any per diem or travel expenses without the District's prior written approval.

D. Engineer may present a modification to its hourly rate schedule to the District during the District's preparation of its budget for any fiscal year. The District, in its sole discretion, may approve or reject any such modification.

E. The District shall make payment to Engineer within 30 days of receipt of a complete and accurate invoice.

## **Section 9. Indemnification**

A. Engineer agrees to protect, indemnify, pay on behalf of, and hold harmless the District, its employees, and representatives from liabilities, damages, losses, claims and costs, including, but not limited to, reasonable attorney's fees and court costs, including appeals, for which the District, its employees, and representatives can or may be held liable to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Engineer and other persons employed or utilized by Engineer in performance of the Contract.

B. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the District or Engineer, nor shall this Contract be construed as a waiver of sovereign immunity beyond the limited waiver provided in section 768.28, Florida Statutes.

C. Upon completion of all Services, obligations, and duties provided for in this Contract or in the event of termination of this Contract for any reason, the terms and conditions of this Article shall survive.

## **Section 10. Independent Contractor**

Engineer undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. The District shall have no right to supervise the means and methods used, but the District shall have the right to observe such performance. Engineer shall work closely with the District in performing the Services under this Contract.

## **Section 11. Project Records**

A. All records reasonably related to the performance of the Services by Engineer or Engineer's consultants or subcontractors, which are not in possession of the District, shall be made available to the District or any state, federal or other regulatory authority for inspection and copying upon written request of the District. Such records include, but are not limited to, all plans, specifications, submittals, correspondences, minutes, memoranda, inspection reports, sound recordings, video recordings and computer files. These records include those documents reflecting the time expended and expenses incurred by the personnel of Engineer and its consultants or subcontractors in performing its obligations pursuant to this Contract.

B. Engineer shall maintain and protect such records for no less than seven (7) years after final completion of any project, or for any longer period of time as may be required by applicable or sound engineering practice.

## **Section 12. Ownership of Instruments**

A. All instruments of professional Services including, but not limited to, documents, records, disks, original drawings, plans and specifications and other information created or procured by Engineer for Services performed pursuant to this Contract shall become the property of the District upon completion of the Services or project for which the instrument was utilized and upon payment by the District.

B. Engineer may maintain copies of all such instruments for its records, provided, however, that any material, products or patent paid for by the District pursuant to this Contract shall be the property of the District and shall not be used by Engineer for profit without the prior written consent of the District.

## **Section 13. Termination of Contract**

A. *Engineer's Termination for Default:* Engineer may, on thirty (30) days' written notice to the District, terminate this Contract in the event the District fails to substantially perform its obligations hereunder and fails to cure such default, if curable, within fifteen (15) days after receiving written notice of such default. Upon such termination, the District shall pay Engineer for all Services performed up to and including the date of termination. Engineer shall not, however, be entitled to any damages from such termination including, but not limited to, loss of anticipated profits.

B. *District's Termination for Default:* The District may, on thirty (30) days' written notice to Engineer, terminate this Contract without prejudice to any other remedy it may have, when in the sole discretion of the District, Engineer fails to substantially perform its obligations hereunder and fails to cure such default, if curable, within fifteen (15) days after receiving written notice of such default. Upon such termination, the District may take possession of all materials, products, documents and records necessary to complete pending Work Authorizations in whatever way it deems expedient. If the expense of completing the Work Authorization exceeds any unpaid balance due to Engineer under this Contract at the time of termination, Engineer shall be responsible to pay the District for the difference. If the expense of completing a Work Authorization is less than the unpaid balance due under the Work Authorization, Engineer shall be paid only for Services executed and expenses incurred in accordance with the terms of this Contract up through the date of termination.

C. *District's Termination without Default:* The District may, on thirty (30) days' written notice to Engineer, without cause and without prejudice to any other right or remedy, elect to terminate this Contract. Upon such termination, the District shall pay Engineer for all Services executed and expenses incurred in accordance with the terms of this Contract up through the date of termination.

#### **Section 14     Uncontrollable Forces**

Neither the District nor Engineer shall be considered to be in default of this Contract if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term “Uncontrollable Forces” shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Contract and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to, hurricane, windstorm, fire, flood, earthquake, storm, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental action.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Contract.

#### **Section 15.    Successors and Assigns**

The District and Engineer each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Contract. Neither the District nor Engineer shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

#### **Section 16.    Governing Law, Venue and Remedies**

A. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Contract will be held in Palm Beach County.

B. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

#### **Section 17.    Access and Audits**

Engineer shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing Services pursuant to this Contract for at least three (3) years after termination or expiration of this Contract. The District shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at Engineer’s place of business. In no circumstances will Engineer be required to disclose any confidential or proprietary information regarding its products and service costs.

## **Section 18. Federal and State Taxes**

The District is exempt from federal tax and state sales tax and use taxes. Upon request, the District shall provide an exemption certificate to Engineer. Engineer is not exempt from paying sales tax to its suppliers for materials used to fulfill its obligations under this Contract, nor shall Engineer be authorized to use the District's tax exemption number in securing such materials.

## **Section 19. Enforcement Costs**

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover from the non prevailing party or parties reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

## **Section 20. Severability**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions, to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

## **Section 21. Notice**

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the District shall be mailed to:

Loxahatchee River Environmental Control District  
Attn: Kris Dean, P.E., Deputy Executive Director/Director of Engineering Services  
2500 Jupiter Park Drive  
Jupiter, FL 33458

and if sent to Engineer shall be mailed to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The foregoing names and addresses may be changed if such change is provided in writing to the other party.

## **Section 22. Entirety of Contract**

The District and Engineer agree that this Contract sets forth the entire Contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

## **Section 23. Terminology and Captions**

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Contract" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

## **Section 24. Waiver**

A waiver by either the District or Engineer of any breach of this Contract shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

## **Section 25. Preparation**

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation. In interpreting any provision of this Contract, no weight shall be given to, nor shall any construction or interpretation be influenced by, the fact that counsel for one of the parties drafted this Contract, each party recognizing that it and its counsel have had any opportunity to review this Contract and have contributed to the final form of same. Engineer agrees that the Contract is a legally binding document.

## **Section 26. Exhibits and Contract Documents**

Each exhibit and each document referenced in this Contract form an essential part of this Contract. These exhibits and documents, even if not physically attached, should be treated as part of this Contract and are incorporated herein by reference.

## **Section 27. Survivability**

Any provision of the Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.



## **Section 28. Representations and Binding Authority**

The persons executing this Contract represent that they have the full power, authority and legal right to execute and deliver this Contract and perform all its obligations under this Contract.

## **Section 29. Effective Date**

The Effective Date of the Contract shall be the date on which it is executed by the last party to execute same.

## **Section 30. Time is of the Essence**

Time is of the essence of this Contract and any Work Authorization. However, if the final date of any period which is set out in any provision of this Contract falls on a Saturday, Sunday or legal holiday under the law of the United States or the State of Florida, in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

## **Section 31. Contractor Performance Evaluation Report**

The District has developed a Contractor Performance Evaluation Report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Satisfactory:	Meets requirements
Unsatisfactory:	Does not meet requirements

The report shall also list discrepancies found during the review period. The Contractor shall be provided with a copy of the report and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining qualification of Contractor on future contracts.

[Remainder of page intentionally left blank – signatures on next page]

IN WITNESS WHEREOF, the District and Engineer have made and executed this Contract on the dates hereinafter written.

**ENGINEER:**

\_\_\_\_\_, a \_\_\_\_\_ corporation

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

Print Name:

Title:

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

**DISTRICT:**

**LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT,  
a Special District of the State of Florida**

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

**Attest:**

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

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

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

**Approved as to Form and Legal Sufficiency:**

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

# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458

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

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



## MEMORANDUM

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

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

DATE: October 8, 2020

SUBJECT: 20-007-WWRECGENCONSTR: Wastewater and Reclaimed Water General  
Construction Services - Award of Contract

During the course of operating and maintaining our system we frequently have construction projects whose scope exceeds our abilities to address with the in-house construction crews. To address these projects in a timely and efficient manner we use a general construction services contract which expires in October 2020.

This month we completed bidding of ITB 20-007-WWRECGENCONSTR. This contract allows for an initial one-year term with four optional one-year renewals. We received 4 bids for this contract as summarized below and detailed in the attached Bid Tab.

Hinterland Group, Inc.	\$224,750.00
Johnson-Davis, Inc.	\$271,500.00
Felix & Associated, FL, Inc.	\$310,260.00
Giannetti Contracting Corporation	\$454,420.00

Staff recommend the following motion:

**“THAT THE DISTRICT GOVERNING BOARD authorize award of an initial 1 year term to contract 20-007-WWRECGENCONSTR to Hinterland Group, Inc. in an amount not to exceed \$224,750.00 AND a materials allowance of \$50,000 AND a contingency of \$50,000.”**

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

Wastewater and Reclaimed Water General Construction Services  
20-007-WWRECGENCONSTR  
October 6, 2020

NO.	DESCRIPTION	UNIT	QUANTITY	HINTERLAND		JOHNSON DAVIS		FELIX		GIANNETTI	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
<b>1</b>	<b>General Construction Services</b>										
	Mobilization/Demobilization First Day	EA	20	\$2,500.00	\$50,000.00	\$2,000.00	\$40,000.00	\$3,000.00	\$60,000.00	\$1,200.00	\$24,000.00
	Mobilization/Demobilization Each Additional Day	EA	40	\$100.00	\$4,000.00	\$600.00	\$24,000.00	\$700.00	\$28,000.00	\$750.00	\$30,000.00
	Construction Crew and Equipment Rate	HR	225	\$260.00	\$58,500.00	\$280.00	\$63,000.00	\$300.00	\$67,500.00	\$815.00	\$183,375.00
<b>2</b>	<b>Paving</b>										\$0.00
	Mobilization/Demobilization for Paving	EA	15	\$1,500.00	\$22,500.00	\$2,000.00	\$30,000.00	\$3,500.00	\$52,500.00	\$1,200.00	\$18,000.00
	Paving	SY	750	\$35.00	\$26,250.00	\$30.00	\$22,500.00	\$50.00	\$37,500.00	\$113.00	\$84,750.00
	Mobilization/Demobilization for Milling	EA	5	\$1,800.00	\$9,000.00	\$3,500.00	\$17,500.00	\$2,000.00	\$10,000.00	\$4,000.00	\$20,000.00
	Milling	SY	350	\$25.00	\$8,750.00	\$15.00	\$5,250.00	\$9.00	\$3,150.00	\$28.00	\$9,800.00
<b>3</b>	<b>Sod, Seed and Mulch</b>										\$0.00
	Bahia	SY	250	\$4.00	\$1,000.00	\$6.00	\$1,500.00	\$4.50	\$1,125.00	\$30.00	\$7,500.00
	St. Augustine	SY	250	\$5.00	\$1,250.00	\$8.00	\$2,000.00	\$7.00	\$1,750.00	\$32.00	\$8,000.00
	Seeding and Mulch	SY	250	\$3.00	\$750.00	\$2.00	\$500.00	\$3.00	\$750.00	\$5.00	\$1,250.00
<b>4</b>	<b>Concrete Sidewalk Replacement</b>	SY	10	\$65.00	\$650.00	\$90.00	\$900.00	\$77.00	\$770.00	\$200.00	\$2,000.00
<b>5</b>	<b>Asphalt Sidewalk Replacement</b>	SY	10	\$75.00	\$750.00	\$85.00	\$850.00	\$84.00	\$840.00	\$160.00	\$1,600.00
<b>6</b>	<b>Concrete Driveway Replacement</b>	SY	100	\$55.00	\$5,500.00	\$90.00	\$9,000.00	\$92.00	\$9,200.00	\$113.00	\$11,300.00
<b>7</b>	<b>Dewatering w/Wellpoints</b>										\$0.00
	First Day	EA	6	\$3,800.00	\$22,800.00	\$5,000.00	\$30,000.00	\$1,600.00	\$9,600.00	\$4,750.00	\$28,500.00
	Each Additional Day	EA	15	\$200.00	\$3,000.00	\$1,000.00	\$15,000.00	\$900.00	\$13,500.00	\$1,083.00	\$16,245.00
<b>8</b>	<b>Maintenance of Traffic – Signage Only per day</b>	EA	40	\$100.00	\$4,000.00	\$100.00	\$4,000.00	\$200.00	\$8,000.00	\$5.00	\$200.00
<b>9</b>	<b>Maintenance of Traffic – Flaggers per day</b>	EA	15	\$350.00	\$5,250.00	\$300.00	\$4,500.00	\$365.00	\$5,475.00	\$500.00	\$7,500.00
<b>10</b>	<b>Maintenance of Traffic – Sign Board per day</b>	EA	10	\$80.00	\$800.00	\$100.00	\$1,000.00	\$60.00	\$600.00	\$40.00	\$400.00
<b>TOTAL</b>					<b>\$224,750.00</b>		<b>\$271,500.00</b>		<b>\$310,260.00</b>		<b>\$454,420.00</b>

# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458

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

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



To: Governing Board  
From: Kara Fraraccio, Director of Finance and Administration  
Date: October 9, 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
2838	PE0085-1	30' Flat Bed Trailer	Operational	09/30/16	\$ 17,868	\$ 3,574	\$ 9,500
2630	N/A	Cross Cut Shredder	Operational	09/30/10	1,758	-	10
<b>Total Assets to be Disposed</b>					<b>\$ 19,626</b>	<b>\$ 3,574</b>	<b>\$ 9,510</b>

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

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

I offer the following motion for your approval:

**“THAT THE GOVERNING BOARD authorize the Executive Director to dispose of surplus tangible personal property including asset tag numbers 2838 and 2630 in the schedule above.”**

Gordon M. Boggie  
Board Member

Dr. Matt H. Rostock  
Board Member

Stephen B. Rockoff  
Chairman

Harvey M. Silverman  
Board Member

James D. Snyder  
Board Member

# Change Orders

***No Change Orders are presented for  
Board consideration this month.***



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# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

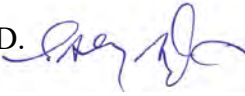
2500 Jupiter Park Drive, Jupiter, Florida 33458-8964

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

## MEMORANDUM

TO: GOVERNING BOARD  
FROM: D. ALBREY ARRINGTON, Ph.D.   
DATE: OCTOBER 7, 2020  
SUBJECT: BUSCH WILDLIFE SANCTUARY LICENSE AGREEMENT

At the September 17, 2020 public meeting of the Loxahatchee River District (LRD), the LRD Governing Board postponed the consideration of the LRD-BWS License Agreement for two reasons:

1. to allow the full LRD Governing Board to weigh in on the matter, and
2. out of respect for BWS Chairman Busch's request to meet with LRD Chairman Rockoff.

In the intervening time, Mr. Busch and Mr. Rockoff have met, and the BWS Board met to further discuss two items of concern to BWS:

1. Conflict of Interest provision, and
2. the Escrow Agreement.

On the pages immediately following this brief memo, you will see an email from Mr. Philip DiComo (legal counsel for BWS) and an email response from Mr. Shenkman addressed to Mr. Boggie and me.

Following the referenced email correspondence, I have included the BWS License Agreement packet from last month's board notebook, as the action being considered last month was postponed to our October 15, 2020 meeting.

Therefore, this month I anticipate you, the LRD Governing Board, will discuss and debate the draft license agreement (provided as it was last month) as well as the supplemental information put forth by BWS legal counsel addressing their concerns regarding the Conflict of Interest provision and the Escrow Agreement. Mr. Shenkman's memo dated September 9, 2020 includes a suggested motion for discussion.

**From:** Curtis Shenkman <Curtis@PalmBeachLawyer.Law>  
**Sent:** Monday, October 5, 2020 1:42 PM  
**To:** Albrey Arrington <albrey@lrecd.org>; Gordon Boggie <gordonboggie@lrecd.org>  
**Cc:** Hunter Shenkman <hunter@PalmBeachLawyer.Law>  
**Subject:** FW: BWS/LRD License Agreement

Albrey and Gordon,

The Busch Board had its meeting, and instructed Attorney DiComo to provide the communication below regarding the 2 outstanding issues. My recommendations:

1. Board Conflict. The BWS solutions involve a “non-voting” LRD Board member. I do not recommend the LRD Board member diminish his power by relinquishing his voting rights. It is common knowledge that in Board of Director decision making, “no vote equals no voice”.
2. Escrow Agreement. The legal restriction under Florida Law is that public funds cannot being expended for a private corporation’s benefit (here removing animals and improvements that BWS is obligated to remove). The Escrow Agreement must provide for release of the Escrow Funds upon LRD’s demand. These are live, dangerous and deadly animals that must be dealt with immediately by professionals, and LRD is in no position to undertake caretaking for deadly and venomous wildlife at LRD’s expense. The BWS improvements no longer repaired and maintained could quickly become a bio-hazard and/or an attractive nuisance (the public is use to public access to the improvements). It is common knowledge that if the Escrow Funds must be first subject to Mediation and/or other legal conditions and procedures, the delays on the Escrow Funds could be for months and possibly years. I cannot recommend any form of delay in the Escrow Funds being released to the LRD. Upon LRD making a demand for all or a portion of the Escrow Funds, the Escrow Agreement as written gives BWS an opportunity to object and a time period to directly communicate with the LRD to have LRD reconsider its demand for the Funds. However, if LRD does not change its mind as to the original demand for the Escrow Funds, the Escrow Agent has NO DISCRETION, and must immediately and unconditionally release the Escrow Funds to the LRD.

I suggest we schedule a conference call at your convenience. My thoughts are we should collaborate as to how best communicate to the Governing Board, the BWS attorney’s latest communication below, and our collaboration (as I started above) for consideration and deliberation in the sunshine at the Oct. 15, 2020 Board meeting.

**Curtis Shenkman, Esq.**

Curtis Shenkman, PA

4400 PGA Blvd, Suite 301

Palm Beach Gardens, FL 33410

O: 561-822-3939 | 561-822-3933 | eFax: 561-898-2266

[curtis@palmbeachlawyer.law](mailto:curtis@palmbeachlawyer.law)

<https://palmbeachlawyer.law>

<https://titletime.net>

Our Paralegals:

[judy@palmbeachlawyer.law](mailto:judy@palmbeachlawyer.law) ; [melissa@palmbeachlawyer.law](mailto:melissa@palmbeachlawyer.law) ; [denise@palmbeachlawyer.law](mailto:denise@palmbeachlawyer.law)

**From:** Philip DiComo <[pdicomo@haileshaw.com](mailto:pdicomo@haileshaw.com)>  
**Sent:** Monday, October 5, 2020 12:38 PM  
**To:** Curtis Shenkman <[Curtis@PalmBeachLawyer.Law](mailto:Curtis@PalmBeachLawyer.Law)>  
**Cc:** Peter Busch <[djptjm@aol.com](mailto:djptjm@aol.com)>; Amy Kight <[director@buschwildlife.org](mailto:director@buschwildlife.org)>; Lisa Wynne <[asstdirector@buschwildlife.org](mailto:asstdirector@buschwildlife.org)>  
**Subject:** BWS/LRD License Agreement

Curtis,

The Busch Wildlife Sanctuary Board of Directors met this past Friday afternoon and Peter reiterated that he felt that the meeting he had with LRD Chairman Rockoff went extremely well, and he is hopeful it will set a precedent for future constructive meetings.

The BWS board has asked me to convey to you the following regarding the two open issues:

First, regarding the Conflict of Interest provision, the board is uncomfortable authorizing a provision allowing one of their fellow board members to essentially waive their compliance with their statutory duties, and particularly fiduciary duties, to the point that the board is concerned that in so doing so they have be subject to accusations that they are not properly exercising their own fiduciary obligations by agreeing to such provision. To that end, the BWS board would encourage the LRD board to seriously consider the alternatives previously provided. These alternatives are set forth again here:

1. LRD Governing Board Member has board observation rights only (can attend board meetings but has no voting rights, board authority, or fiduciary obligations).
2. LRD Governing Board Member is a non-voting member of the board (no voting rights but still has board obligations and fiduciary duties—just doesn't need to be extra careful about recusing from votes).
3. LRD Governing Board Member becomes a member of an advisory board only without BWS governance responsibility (which may also include board meeting attendance rights).
4. LRD Governing Board appoints a non-governing board member to take a BWS board position, with all of the fiduciary obligations and responsibilities of other board members, needs to be wary of certain conflict issues (but not to the extent of a LRD board member) and can be a liaison to the LRD board.

Second, the BWS board remains concerned that the revisions to the Escrow Agreement are so onerous as to require the escrow agent to hand over the escrowed funds to LRD without review or agreement by BWS, and that BWS has no recourse to refute the use of the escrowed funds other than to sue LRD in court after the fact. Additionally, Peter had understood from the LRD board chair in their meeting that the Chairman understood Peter's concerns in this issue and agreed that there should be a more reasonable, and standard, mechanism for the release of escrowed funds where both parties agree to such release. Certainly a reasonable mechanism

can be used in a dispute, and BWS would agree to such mechanisms as mandatory mediation to resolve any disputes. We believe this can be reasonably worked out.

Thank you.

Phil

**Philip DiComo**

***Haile, Shaw & Pfaffenberg, P.A.***

Telephone: (561) 627-8100

Facsimile: (561) 622-7603

Email: [pdicomo@haileshaw.com](mailto:pdicomo@haileshaw.com)

660 U.S. Highway One, Third Floor  
North Palm Beach, FL 33408

12008 South Shore Boulevard, Suite 107  
Wellington, FL 33414



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# Curtis Shenkman, P.A.

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

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

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 1<sup>st</sup> of each year, Busch shall provide to the LRD Executive Director an annual hurricane preparedness plan for the Busch Wildlife Sanctuary facilities and operations.

**19.** Annually, and no later than February 14<sup>th</sup>, Busch shall provide the LRD with access to the Busch Wildlife Sanctuary, Inc. most recent annual budget, capital depreciation schedule, and audited financial statements; which include a Statement of Financial Position (Balance Sheet); Statement of Activities and Change in Net Assets (Profit and loss statement); Statement of Functional Expenses; Statement of Cash Flow; Notes to the Financial Statements; Independent Auditors Opinion; and if available the Schedule of Findings and Questioned Costs and Schedule of Expenditures of Federal Awards or State Financial Assistance.

**20.** Busch shall provide a quarterly written summary and verbal report on its activities to the LRD Governing Board at the Governing Board meeting following the end of each quarter.

**21.** One member of the LRD Governing Board, or their designate, shall have rights to be a formal voting member on the Busch Wildlife Sanctuary Board of Directors, except as to a particular vote of the Busch Board that represents a conflict of interest for either party. Busch hereby waives any claim for conflict of interest as to the member of the LRD Governing Board, or their designate, arising solely out of being a member of the Busch Board of Directors. Busch agrees to provide LRD Board Member with complete and equal access to Busch records as any other Busch Board member. LRD recognizes Busch's desire for privacy on sensitive, proprietary information. Busch shall comply with its Bylaws adopted September 6, 2017 and amended June 25, 2019, ("Bylaws") incorporated herein

by reference, and shall not materially revise the Bylaws to be inconsistent with this License Agreement. The Busch Board agrees it shall attend Joint Workshop meetings with the LRD Governing Board, as mutually agreed to by both boards, on an annual basis.

**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](http://www.loxahatcheeriver.org)



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

## MEMORANDUM

TO: GOVERNING BOARD

FROM: D. ALBREY ARRINGTON, Ph.D. 

DATE: OCTOBER 5, 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 facilitate serving 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.

On the following page, I present proposed revisions to Rule 31-10.005(5) that incorporate 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 1<sup>st</sup>. The Board considered this action in September, and I am seeking Board action this month. The recommended motion is at the bottom of the following page.



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 1<sup>st</sup> based on the 10-Year Treasury Rate published by the US Department of Treasury on February 1<sup>st</sup>.

(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.**

Therefore, I request the Board approve the following motion,

**“THAT THE DISTRICT GOVERNING BOARD approve revisions to Rule Chapter 31-10.005 to establish the Inlet Village Subregional Line Charge with a rate of \$597.61 per equivalent connection with an effective date of October 19, 2020.”**



# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

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

## MEMORANDUM

TO: GOVERNING BOARD  
FROM: D. ALBREY ARRINGTON, Ph.D.  
DATE: OCTOBER 5, 2020  
SUBJECT: RULE 31-11 SPECIAL ASSESSMENTS

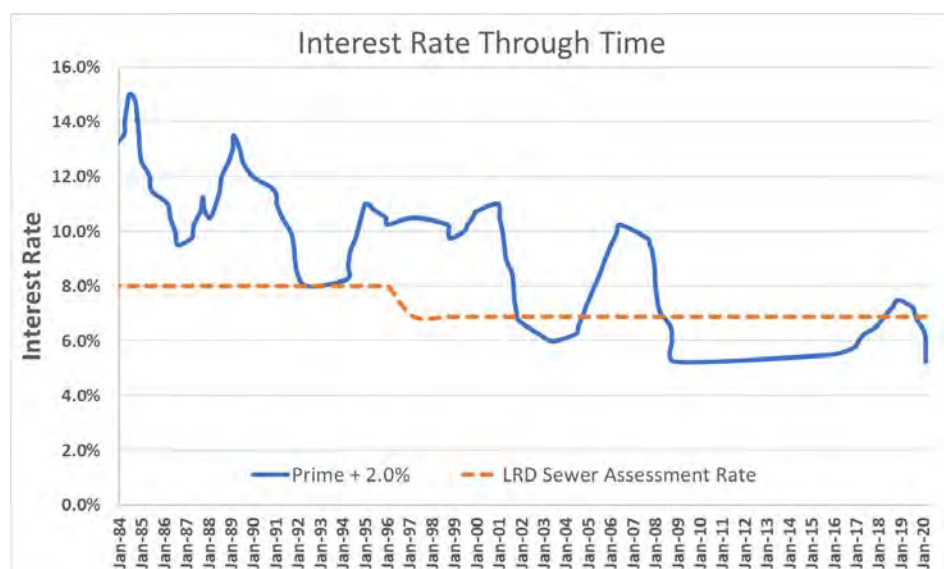
This is the second month we are considering proposed revisions to Rule Chapter 31-11, Special Assessments. The current version of the rule was approved by the LRD Governing Board on October 15, 2015, and is available online [Chapter 31-11, Special Assessments](#).

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 with suggested revisions that fall into the following categories: (1) cleaning up legal references; (2) revising the interest rate from the standard 6.875% to the Wall Street Journal Prime Rate plus two (2.0) percent; (3) allowing partial payment of assessments; and (4) requiring partial assessment payments to be a minimum of \$1,000.00.

The LRD enabling act allows LRD to charge up to 8.0% interest, which LRD charged through 1996. In 1997 our sewer assessment interest rate was revised to 6.875%. On June 18, 2020 the Board approved revising our Connection Fee Installment Agreement interest rate from 8% to the Wall Street Journal Prime Rate + 2%. Below, I show our sewer assessment interest rate against the Wall Street Journal Prime Rate + 2% for the period 1/1/1984 to the present. Only relatively recently has the Prime + 2% rate been lower than our charged interest rate. 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 less than 6.875%.

Nonetheless, it seems reasonable to revise our assessment interest rate to the current Wall Street Journal Prime Rate + 2.0% (5.25% based on today's rates). Doing so will 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%).

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.



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

Based on your input last month, I recommend the following motion:

**“THAT THE DISTRICT GOVERNING BOARD approve the revised Rule Chapter 31-11 as presented (e.g., cleaning up legal references; revising interest rate to the Wall Street Journal Prime Rate plus two percent; allowing partial payment of assessments; and requiring partial assessment payments to be a minimum of \$1,000.00), effective October 19, 2020.”**



## 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~~ fair and equitable. 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 Acts~~ Law 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 equal to the then current Wall Street Journal Prime Rate plus two (2.0) percent but 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

Water Reclamation | Environmental Education | River Restoration

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

## MEMORANDUM

TO: GOVERNING BOARD  
FROM: D. ALBREY ARRINGTON, Ph.D.  
DATE: OCTOBER 6, 2020  
SUBJECT: EMPLOYEE INSURANCE BENEFITS

It is that time of year when we work on renewal of our employee benefit insurance policies. At this time, we do not yet have renewal quotes for our existing policies. Staff are working with the Gehring Group to obtain and review renewal quotes. I anticipate having something for you to review and consider at your October 15, 2020 meeting.

To facilitate your discussion, I offer the following partial information:

Insurance Type	Company	2019 Annual Premium <sup>¶</sup>	2020 Annual Premium <sup>¶</sup>
Medical	UnitedHealthcare	\$ 1,186,036	
Dental	United Concordia	\$ 50,189	
Long Term Disability	Reliance Standard	\$ 16,637	
Life and AD&D <sup>†</sup>	Reliance Standard	\$ 10,151	

<sup>†</sup> = Accidental Death and Dismemberment

<sup>¶</sup> = Projected based on anticipated employees and elected coverages

At this time, I do not anticipate seeking Board action on our employee insurance benefits. It is my goal that we will be in position to act on this item at your November meeting.

# LOXAHATCHEE RIVER DISTRICT

## Neighborhood Sewering Schedule-Revised February 2020



Rank *	Area Description	# Lots	Activity	Original Target Date	Revised Target Start Date
16	181 <sup>st</sup> St N Gravity	11	Notified Owners – January 2013 Notice of Intent to Assess – October 2018	2018	2020
11	Jupiter Farms (East)	708		TBD	TBD
11	PB Country Estates	1547		TBD	TBD

\* Rank based upon "2010 Septic System Inventory & Assessment"

TBD = To be determined

### Remnant Areas

Rank*	Area Description	Lots	Activity	Original Target Date	Revised Target Start Date
H	Olympus Dr, Juno (LP)	2	Notified Owners – June 2013 Prelim. Design started – August 2017 Notice of Intent to Assess – July 2020	2016	2020
	18870+18890 SE Country Club Dr	2	Notified Owner – April + Aug 2017 Design started – August 2017 Notice of Intent – December 2018	2018	2020
	Thelma Ave. LPSS	3	Notified Owners – September 2017 Notice of Intent to Assess–September 2019	2020	2020
EE	Hobart St SE (Martin Co.)	13	Notified Owners – January 2013 Notice of Intent to Assess–September 2019	2016	2020
	197 <sup>th</sup> 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 <sup>st</sup> Street (Martin Co.)	7	Private Road - In House Design Owners notified October 2012 Easement rec'd from Church – April 2017 Grant received	2014	AEO
CC	Jamaica Dr	11	Private Road Owners notified Oct 2012	2014	AEO
CC	66 <sup>th</sup> Terr+Way	19	Notified Owners – Aug 2010 *Private Roads Notice of Intent to Assess – February 2015	2014	AEO
D	Loggerhead Park <i>(institutional)</i>	6 ECs	Need Easements from Palm Beach County	2014	AEO
DD	Taylor Road	38	Notified Owners – September 2011 Private Roads	2015	AEO
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>	12	Notified Owners – January 2013	2018	AEO
GG	Island Country Estates	38	Notified Owners – January 2013 Notice of Intent – July 2018 Notified to Connect – August 2020 Preliminary Assessment – October 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 Working with Jupiter to obtain easement Working w/BLM for options to move forward Submitted RFQ for Engineering Design and Construction services Entered into contract w/BLM for installation of sanitary sewers – September 2020	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

October 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**

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IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT, IN AND  
FOR PALM BEACH COUNTY, FLORIDA  
CASE NO. 50-2019 CA 014447 XXXX MB AB

FRED BEMAN, Plaintiff,

vs.

LOXAHATCHEE RIVER DISTRICT, Defendant.

December 6, 2017. Auto Accident involving District vehicle and vehicle driven by Fred Beman.

April 15, 2020. Summons & Complaint served upon the District.

April 20, 2020. Attorney Lyman Reynolds, appointed be District's Insurance Carrier to Defend the  
District

under the District's Insurance Policy.

May 4, 2020. District's Motion to Dismiss filed.

July 8, 2020. District's attorney reports Motion to Dismiss not yet set for a hearing.

---

Pre-Suit Notice of Claim under FS 768.28 (6)(a)

Dated August 3, 2020 from Attorney for Plaintiff

Donovan Mackey and Dee Mackey, Plaintiff

Vs.

LOXAHATCHEE RIVER DISTRICT, Defendant.

On or about October 2019 sewage back up into 141 Beacon Lane, Jupiter, FL 33469 (Jupiter  
Inlet Colony). Plaintiffs claim personal injury from the sewage back up.

August 3, 2020, District notified District's insurance carrier of the claim.

August 18, 2020, Insurance Adjuster for the District assigned the claim.

Plaintiff cannot file suit until claim is denied. 768.28 (6)(b).

## **LIEN FORECLOSURES**

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**NONE**

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**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.

September 17, 2020. Notice of Dropping LRD as a Defendant, filed with the Court by Plaintiff's Attorney.

This shall be the final report on this case.



***Loxahatchee River Environmental Control District***  
***Monthly Status Report***  
***October 8, 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 October 8, 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 100% design package was submitted to the District on September 22, 2020.
- Permit Application to PBC Land Development was submitted on September 22, 2020.
- Permit Application to FDOT was submitted on September 24, 2020. FDOT Permit was approved on October 7, 2020.
- Permit Applications to PBCHD and Town of Juno Beach were submitted on September 25, 2020.

**Alternate A1A 24-Inch Force Main Cleaning & Inspection**

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

- B&W provided recommendation on bid award.
- Recommendation of Award to the Contractor was approved by the Board at the September 2020 Board Meeting.

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

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

- 90% Design was submitted to the District on September 14, 2020.
- The District provided comments on the 90% design submittal to B&W on September 30, 2020.
- B&W is currently working on the 100% Design, which will include an additional weir structure added to the model per the comments provided by the District.

**Lift Station Fall Protection Improvements**

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



- 100% design was submitted to the District on September 10, 2020.
- The District provided comments on the 100% design submittal to B&W on September 25, 2020.
- Bid Set was submitted to the District on September 30, 2020.

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:** October 8, 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 October 8, 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**

- On September 25, 2020, HCE, District, and electrical subconsultant staff met to review the final electrical design for the project. The electrical subconsultant is making the final revisions and HCE will transmit the final drawings and contract documents for bidding to the District during the week of October 12<sup>th</sup>.

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

- Upon execution of the construction contract by the contractor, the Hinterland Group, a preconstruction meeting will be scheduled, and the project can proceed with construction activities.

**SE Hobart Street Low Pressure Force Main System**

- HCE has been assisting the Contractor with requests for information from Martin County. Martin County has indicated that all items have been addressed and that they will be issuing the right-of-way permit. The Contractor has submitted shop drawings and HCE is currently in the process of review. Upon receipt of the preconstruction video and issuance of the permit by Martin County construction can commence. *HCE will provide District staff with a Notice to Proceed date upon receipt from the Contractor.*

**Country Club Drive Force Main Transmission System Preliminary Evaluation**

- HCE has completed the creation of the model and has ran the required scenarios. Two meetings with District staff have been held to review the results. Due to the current operating conditions of the existing pumps in Lift Station #70, District staff will be replacing the pumps and subsequently collecting data for two weeks to provide to HCE. Upon receipt of the updated data, the hydraulic model will be completed. The technical memorandum will be submitted within two weeks after completion of the model.



### **Lift Station #163 Emergency Generator Improvements**

- The 90% drawings and technical specifications were submitted to District Staff on September 22, 2020. Comments were received on the 90% submittal on October 5, 2020. HCE is currently working on the final design submittal and will have it submitted to District staff by November 2, 2020. This project is scheduled to be advertised for bidding in December with a bid opening in January 2021.





**Busch Wildlife Sanctuary**  
**At Loxahatchee River District**  
**Quarterly Dashboard - 3rd Quarter 2020**



	Education				Animal Care			Financial Operations			Gift Shop	Volunteers	Safety
	General Public Visitors	Visitors Attending Public Programs	In-reach / Out-reach Program Attendance	Education Net Income	Injured Animals Received / Treated	Animals Released	Average Donation per Animal Admitted	General Donation Income	Grants/Major Donor Income	BWS Net Income	Net Income	Hours Logged	OSHA Recorded Incidents
Benchmark	# of People	# of People	# of People		#	%						#	#
Green	> 25,000	> 3500	> 5500	> \$20,000	< 500	≥30%	≥ \$15.00/Animal	> \$25,000	> \$100,000	≥ \$100,000	> \$10,000	> 2000	0
Yellow	≥ 20,000	≥ 2500	≥ 4000	≥ \$10,000	≥ 500	≥25%	< \$15.00/Animal	≥ \$15,000	≥ \$50,000	> \$0.00	≥ \$5,000	≥ 1500	1
Red	< 20,000	< 2500	< 4000	< \$10,000	>1000	<25%	< \$10.00/Animal	< \$15,000	< \$50,000	≤ \$0.00	< \$5,000	< 1500	>2
2019 Qtr Results													
1st Qtr													
2nd Qtr													
3rd Qtr													
4th Qtr													
2020 Qtr Results													
1st Qtr													
2nd Qtr													
3rd Qtr													
4th Qtr													

**3rd Quarter Items:**

Projects Completed: Signage along boardwalk to hospital

Projects In Progress: Gator Swamp Habitat, Mulching Pineland Nature Trail, Bird Sighting Signage at Wetland Observation Area

Future Projects: Flight Cage Complex, New Raccoon & renovation of old Raccoon and Skunk Habitats, Wildlife Hospital Recuperation Enclosure, Outdoor Rehab and Recovery Enclosures

**3rd Quarter Appearances, Notables, Trainings:**

**Trainings:** All Staff Training & Drills on Animal Escape Protocols, Golf Cart Safety

**Onsite Educational Activities Included:** 18 Tours, 9 virtual programs, 1 Self-Guided Tour, 2 special events (Falconry Experience and Yoga in the Wild), 6 weeks of sessions of Junior Naturalist Programming & 6 weeks of Mini Jr. Naturalist Programming

**Offsite Educational Activities:** 10 Outreach Educational Programs, 2 Exhibits, 2 Special Events (Grassy Waters Story time critters and Tequesta Parks & Rec Walk through Safari)

**Other Community Events:** None

**COVID Related Update:** Palm Beach County moved into Phase 2 in September and BWS opened the Discovery Center, Picnic and Pavillions, and removed one-way directionals on trails while continuing enhanced safety protocols for guests, volunteers and staff

# Director's Report

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

J:\Board\Notebook\Directors Report

# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458-8964

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

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



To: Governing Board  
From: Kara Fraraccio, Director of Finance and Administration  
Date: October 9, 2020  
Subject: Monthly Financial Report

## Awards and Recognition

On September 28<sup>th</sup> and 29<sup>th</sup> the Warehouse performed its annual physical inventory. Seven District team members from various departments performed counts of all the parts in the warehouse. Over the course of the two nights approximately 3,007 parts were counted with a total of 61,068 pieces. Once the counts were completed the auditor from the District's audit firm, Nowlen, Holt & Miner, PA., came onsite to perform test counts of randomly selected parts. I am happy to report that he found no discrepancies. This task could not have been completed with such ease and minimal adjustments if not for the two Warehouse Coordinators, Olga Bitondo and Erin Kely.

## Cash and Investments

### Balances as of September 30, 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	\$ 2,351	\$ 1,057,866
Bank United	2 Years	03/11/21	2.60%	1,000,000	2,217	1,041,180
Bank United	9 Months	03/12/21	0.55%	1,565,316	706	1,567,903
<b>Subtotal</b>				<b>\$ 3,576,766</b>	<b>\$ 5,274</b>	<b>\$ 3,666,949</b>

#### Money Market Accounts:

Synovus - Public Demand	0.50%	\$ 4,309	\$ 12,337,851
TD Bank - NOW	0.25%	1,689	8,244,799
<b>Subtotal</b>		<b>\$ 5,998</b>	<b>\$20,582,650</b>

#### Checking Account:

SunTrust-Hybrid Business Account	0.50%	\$ 4,055	\$ 11,094,439
<b>Subtotal</b>		<b>\$ 4,055</b>	<b>\$11,094,439</b>

#### Total

**\$ 15,327 \$35,344,038**

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

As of 09/30/20:

3 month Short Term Bond: .10%

1 month Federal Fund Rate: .25%

Cash position for September 2019 was \$31,573,764. Current Cash position is **up** by \$3,770,274.

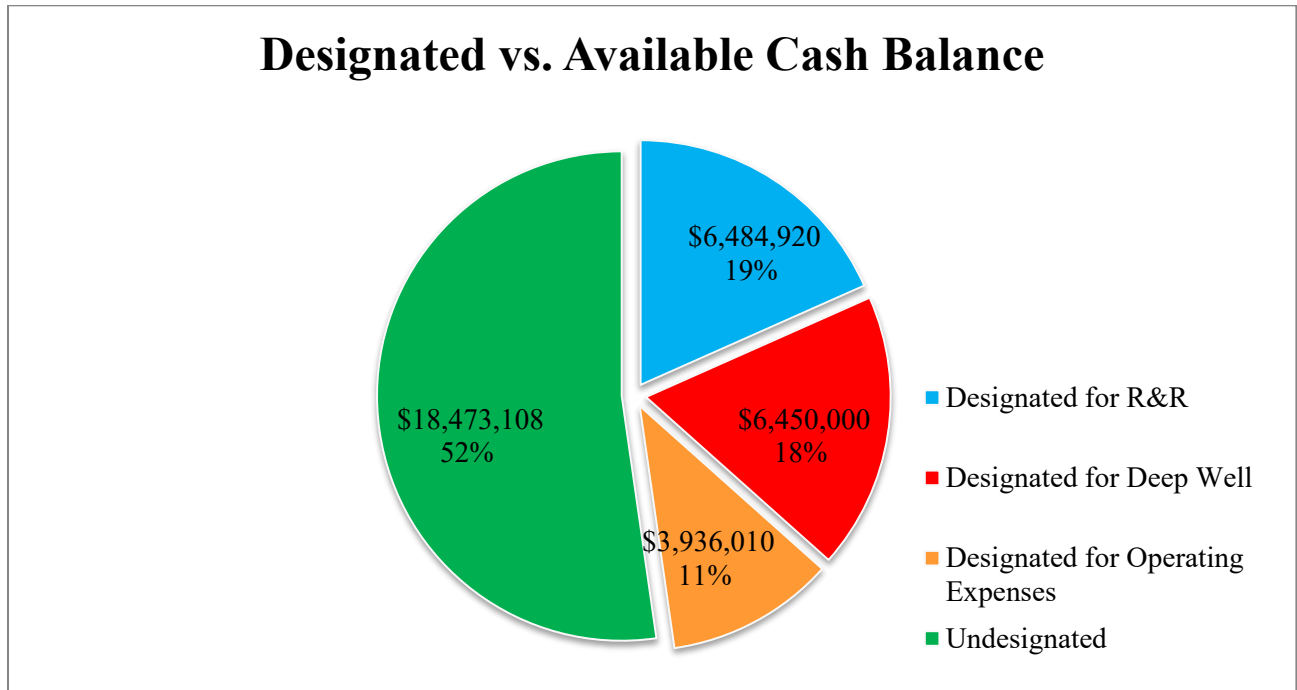
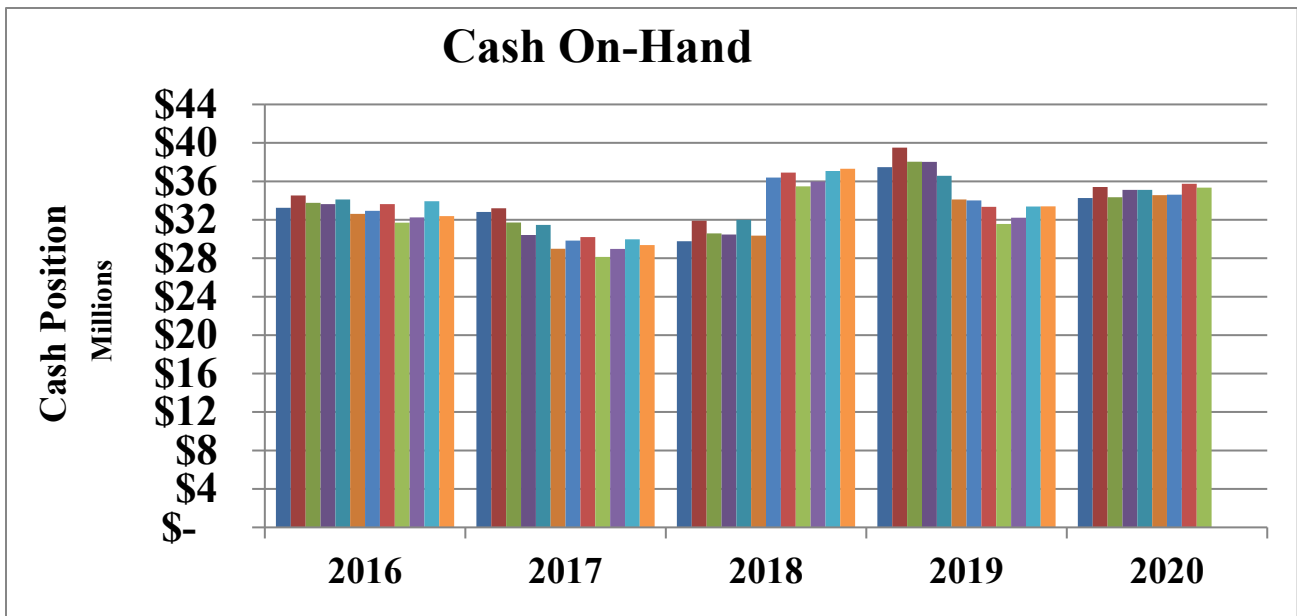
Gordon M. Boggie  
Board Member

Dr. Matt H. Rostock  
Board Member

Stephen B. Rockoff  
Chairman

Harvey M. Silverman  
Board Member

James D. Snyder  
Board Member



## Financial Information

- Legal fees billed in September were \$1,145. The fiscal year-to-date total is \$71,545.
- There was no Septage billing for the month of September. The fiscal year-to-date total is \$225.
- Developer's Agreement – There were no new Developer Agreements in September.
- I.Q. Water Agreements – All IQ Water Agreements are current.
- Estoppel fees collected in September totaled 7,425. The fiscal year-to-date total is \$82,900.

## Summary of Budget vs. Actual

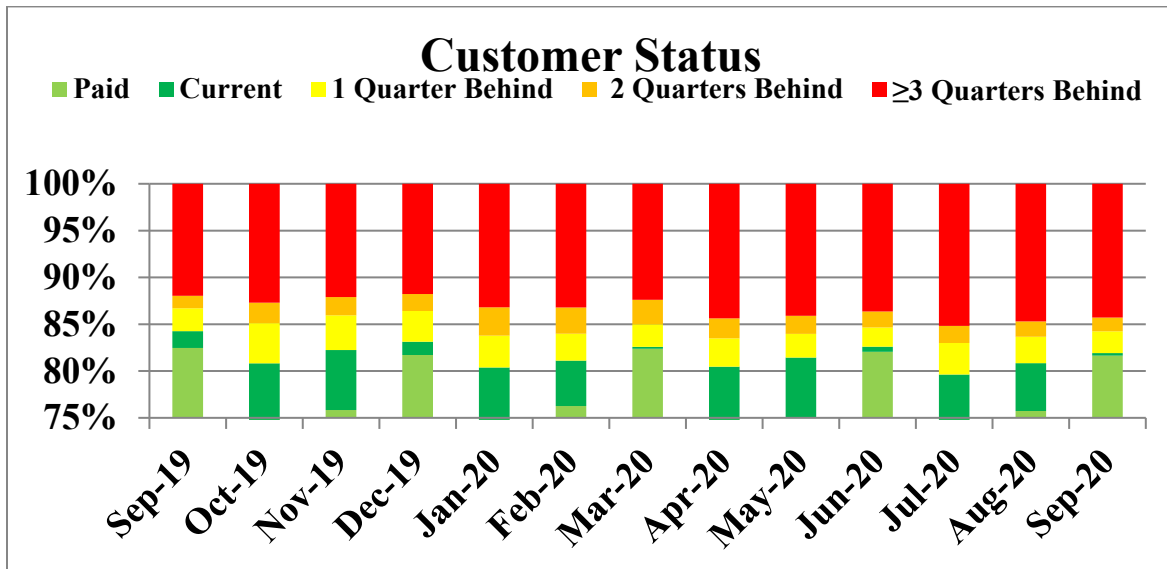
<i>Budget Benchmark</i> 100.00%	Sep-20 Actual	YTD Actual	FY 20 Budget	Favorable (Unfavorable)	Budget Expended	Sep-19 YTD
<b>Revenues</b>						
<b>Operating Revenues</b>						
Regional Sewer Service	\$1,409,314	\$16,971,526	\$17,324,020	\$ (352,494)	97.97%	\$16,806,144
Standby Sewer Service	8,071	93,744	98,458	(4,714)	95.21%	99,294
IQ Water Charges	207,327	2,401,291	2,004,752	396,539	119.78%	2,361,783
Admin. and Engineering Fees	4,976	95,878	42,295	53,583	226.69%	48,607
Other Revenue	76,098	414,588	300,000	114,588	138.20%	19,984
<b>Subtotal Operating Revenues</b>	<b>1,705,786</b>	<b>19,977,027</b>	<b>19,769,525</b>	<b>207,502</b>	<b>101.05%</b>	<b>19,335,812</b>
<b>Capital Revenues</b>						
Assessments	28,797	1,163,408	864,897	298,511	134.51%	733,072
Line Charges	19,414	370,193	201,337	168,856	183.87%	241,047
Plant Charges	49,593	681,698	1,012,727	(331,029)	67.31%	573,255
Capital Contributions		165,197	1,000,000	(834,803)	16.52%	1,128,117
<b>Subtotal Capital Revenues</b>	<b>97,804</b>	<b>2,380,496</b>	<b>3,078,961</b>	<b>(698,465)</b>	<b>77.31%</b>	<b>2,675,491</b>
<b>Other Revenues</b>						
Grants					100.00%	
Interest Income	16,149	997,064	1,127,200	(130,136)	88.45%	1,381,135
<b>Subtotal Other Revenues</b>	<b>16,149</b>	<b>997,064</b>	<b>1,127,200</b>	<b>(130,136)</b>	<b>88.45%</b>	<b>1,381,135</b>
<b>Total Revenues</b>	<b>\$ 1,819,739</b>	<b>\$ 23,354,587</b>	<b>\$ 23,975,686</b>	<b>\$ (621,099)</b>	<b>97.41%</b>	<b>\$ 23,392,438</b>
<b>Expenses</b>						
Salaries and Wages	\$440,449	\$5,229,321	\$5,873,500	\$ 644,179	89.03%	\$5,305,357
Payroll Taxes	31,033	387,024	427,300	40,276	90.57%	399,312
Retirement Contributions	66,291	790,761	734,200	(56,561)	107.70%	774,185
Employee Health Insurance	104,323	1,218,850	1,308,800	89,950	93.13%	1,084,943
Workers Compensation Insurance		88,173	99,800	11,627	88.35%	88,567
General Insurance		360,233	364,107	3,874	98.94%	340,611
Supplies and Expenses	12,279	824,611	1,132,675	308,064	72.80%	960,376
Utilities	121,990	1,223,629	1,394,850	171,221	87.72%	1,318,117
Chemicals	36,797	391,667	452,000	60,333	86.65%	496,434
Repairs and Maintenance	(49,651)	1,561,238	1,814,429	253,191	86.05%	1,723,425
Outside Services	30,777	1,512,591	1,917,360	404,769	78.89%	1,633,820
Contingency			225,000	225,000	0.00%	
<b>Subtotal Operating Expenses</b>	<b>794,288</b>	<b>13,588,098</b>	<b>15,744,021</b>	<b>2,155,923</b>	<b>86.31%</b>	<b>14,125,147</b>
<b>Capital</b>						
Capital Improvements	(1,391,500)	5,111,086	13,579,107	8,468,021	37.64%	13,570,281
<b>Subtotal Capital</b>	<b>(1,391,500)</b>	<b>5,111,086</b>	<b>13,579,107</b>	<b>8,468,021</b>	<b>37.64%</b>	<b>13,570,281</b>
<b>Total Expenses</b>	<b>\$ (597,212)</b>	<b>\$ 18,699,184</b>	<b>\$ 29,323,128</b>	<b>\$ 10,623,944</b>	<b>63.77%</b>	<b>\$ 27,695,428</b>
<b>Excess Revenues</b>						
<b>Over (Under) Expenses</b>	<b>\$ 2,416,951</b>	<b>\$ 4,655,403</b>	<b>\$ (5,347,442)</b>	<b>\$ 10,002,845</b>		<b>\$ (4,302,990)</b>

## Pending/Threatened Litigation

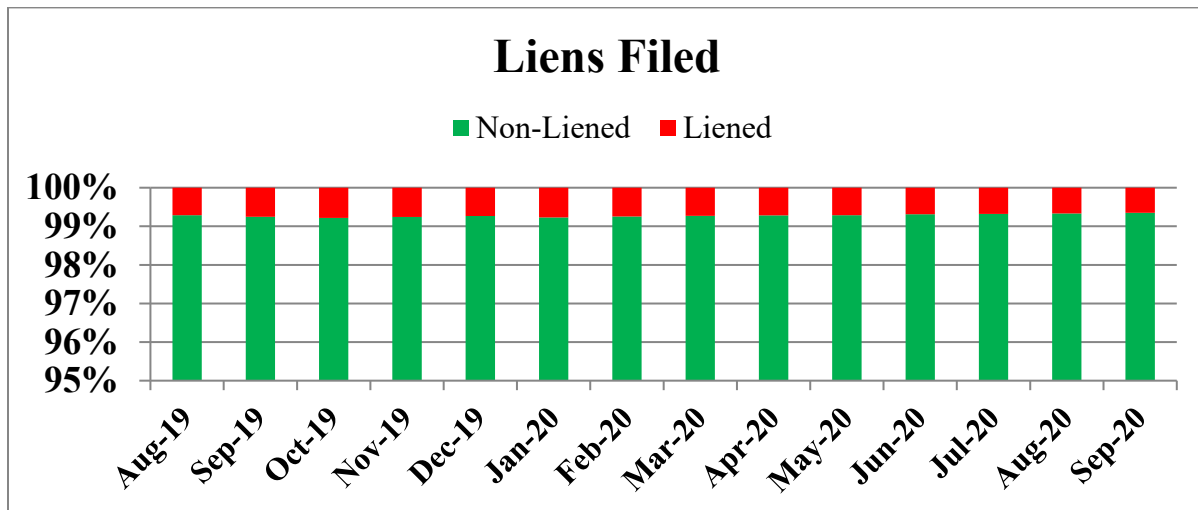
- Vehicle Accident – The District received a legal summons related to a vehicle accident involving a District vehicle. This claim is currently being handled through the District’s General Liability Insurance provider, PRIA. PRIA has assigned the firm of Roberts, Reynolds, Bedard & Tuzzio, PLLC to represent 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 82% billing.



The District serves approximately 32,800 customers. Currently, the District has 213 liens filed which represent approximately 1% of our customers.



## Director's Report – Tab 2

The Engineering Report will be available at the 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](http://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: October 8, 2020

SUBJECT: Operations Department - Monthly Report for September 2020

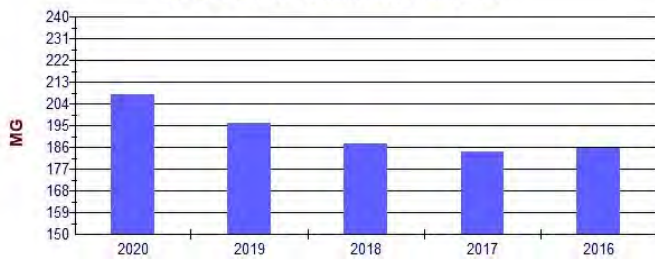
### **Treatment Plant Division/ Maintenance Department**

Overall the month of September was productive with all monthly reports prepared and submitted on time. There were no permit exceedances or safety incidents during the month. The treatment plant operated efficiently and met all treatment objectives. Plant flows during the month of September were on the same order of magnitude as the flows during the month of August with no significant variations. The Average Daily Flow (ADF) during September was 6.94 million gallon per day (MGD). The Maximum Daily Flow (MDF) during September was 7.54 MGD. The Peak Hour Flow (PHF) during September was 4,986 gallons per minute (gpm). The total rainfall during the month of September was 7.17 inches which was an increase over the month of August when we received a total rainfall of 4.59 inches.

The plant did experience two (2) sanitary sewer overflow (SSO) events during the month of September. The SSO's resulted in the unplanned release of highly disinfected, reclaimed water. The first incident occurred due to a crack which developed on a buried coupling on the plant service water distribution piping. Fortunately, the crack was relatively minor and the District's Construction Team was able to respond quickly to repair the service piping. A total of approximately 10-gallons of reclaimed water was discharged to grade. The second SSO occurred as a result of thermal expansion/contraction which caused a threaded joint on the poly-vinyl chloride process water piping system at the Deep Bed Filter structure to loosen and leak. The threaded joint was properly tightened and the leak was resolved. A total of approximately 3 gallons of reclaimed water was discharged to grade.

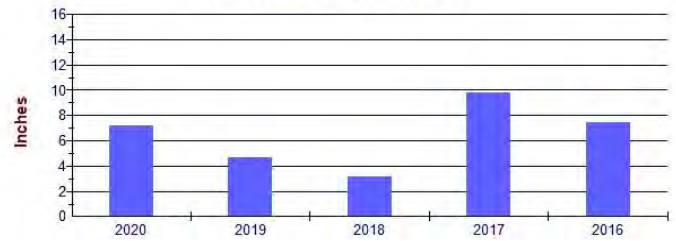
## GRAPHICAL SUMMARIES OF PLANT FLOWS AND RAINFALL DATA

Current Month - Cumulative Plant Flow



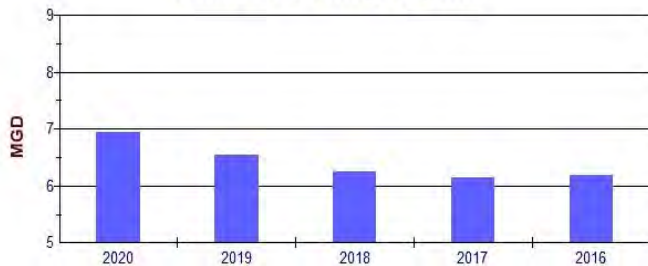
The Cumulative Influent Flow to the plant for the month of September was 208.08 million gallons.

Current Month - Total Rainfall



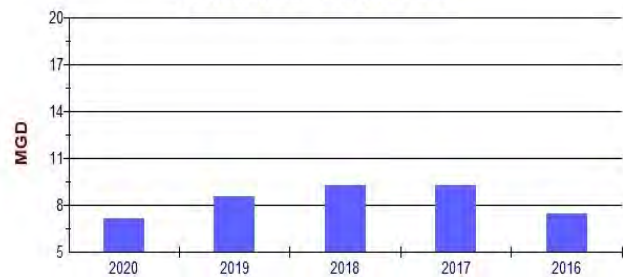
7.17 inches of total rainfall was recorded at the plant site during the month of September.

Current Month - Average Daily Flow



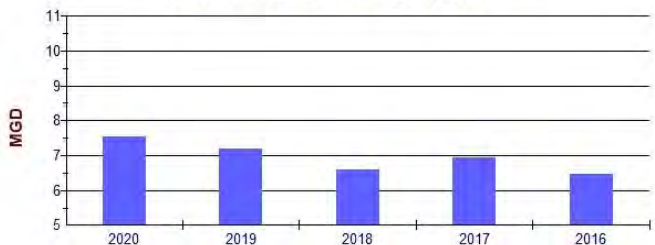
The Average Daily Flow (ADF) for the month of September was recorded at 6.94 MGD compared to 6.53 MGD one year ago, for the same month.

Current Month - Peak Hour Flow



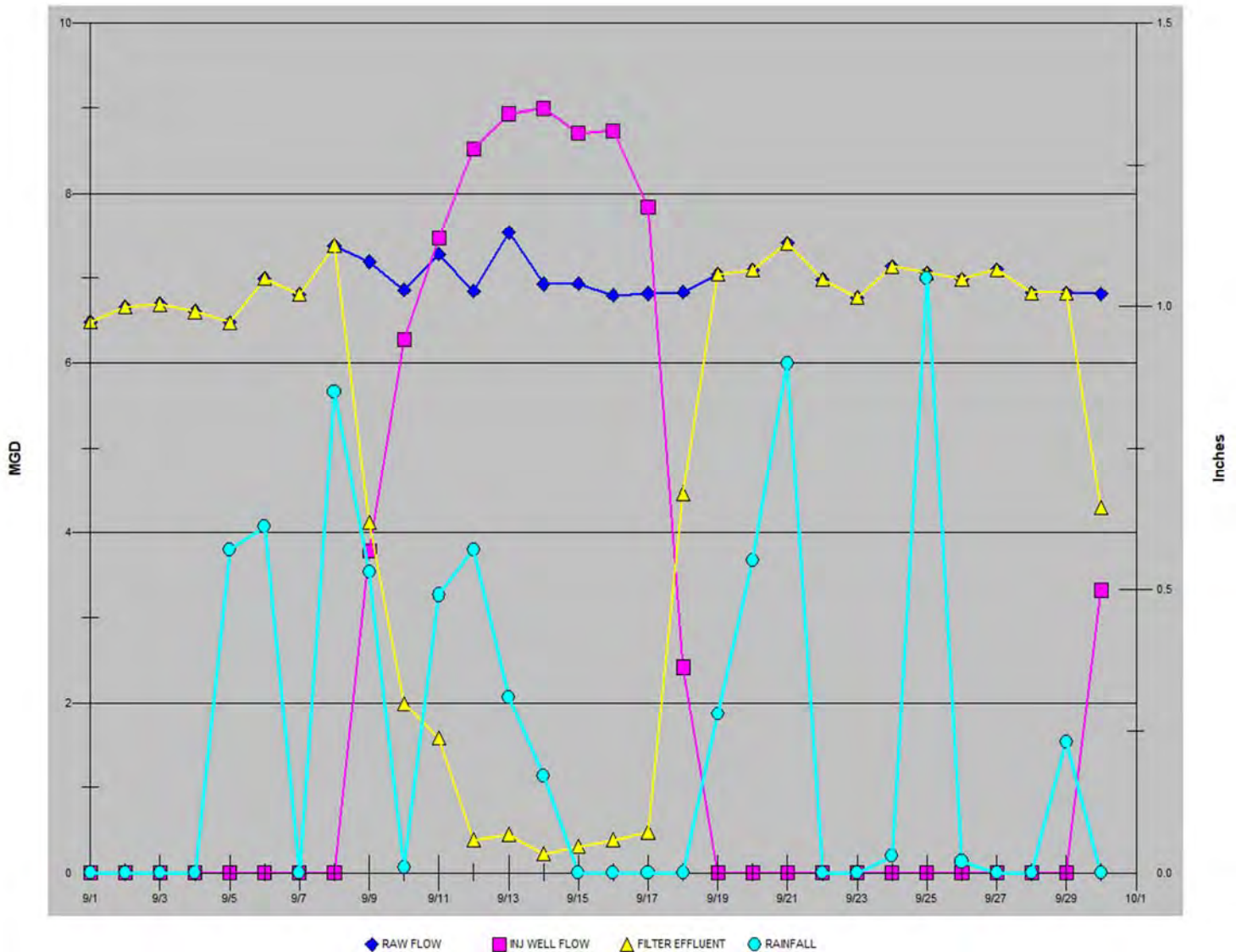
The Peak Hour Flow (PHF) for September was 4,986 GPM which equates to an equivalent daily rate of 7.18 MGD.

Current Month - Maximum Daily Flow



The Maximum Daily Flow (MDF) in September was 7.54 MGD.

For the month of September, the cumulative influent flow to the plant was 208.08 MG of which 149.96 MG was sent to the IQ storage system where it was distributed, as needed, to the various golf courses and the Abacoa development sites. A total of 7.17 inches of rainfall was recorded at the site during the month and 75.00 million gallons of blended effluent was diverted to the Deep Injection Well. Overall, 72.07% of the plant influent flows were treated and available for reuse as IQ water. The plant delivered a total of approximately 165.36 million gallons of IQ water to the reuse customers during the month of September.



Year to date, approximately 69.46% 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 1,457.13 million gallons.

**All monthly reporting was submitted on time**



## Treatment Plant:

During the month of September, 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 repair of the process water service piping which resulted in an SSO during the month. Operations coordinated with the District's Construction Team to isolate and expose the affected piping. Upon excavation of the piping, three (3) polyvinyl chloride (PVC) compression couplings which were installed as part of a previous repair were discovered. These types of PVC repair couplings have a history of failing. As such, the District has since switched to an alternate, brass repair coupling. The three (3) PVC compression couplings were removed and replaced with two (2) solvent welded PVC couplings and a single brass repair coupling. The couplings and isolation valves were properly bedded, and the excavation backfilled and compacted to grade.



### Process Water Piping Repair – Adjacent to Clarifier No. 2

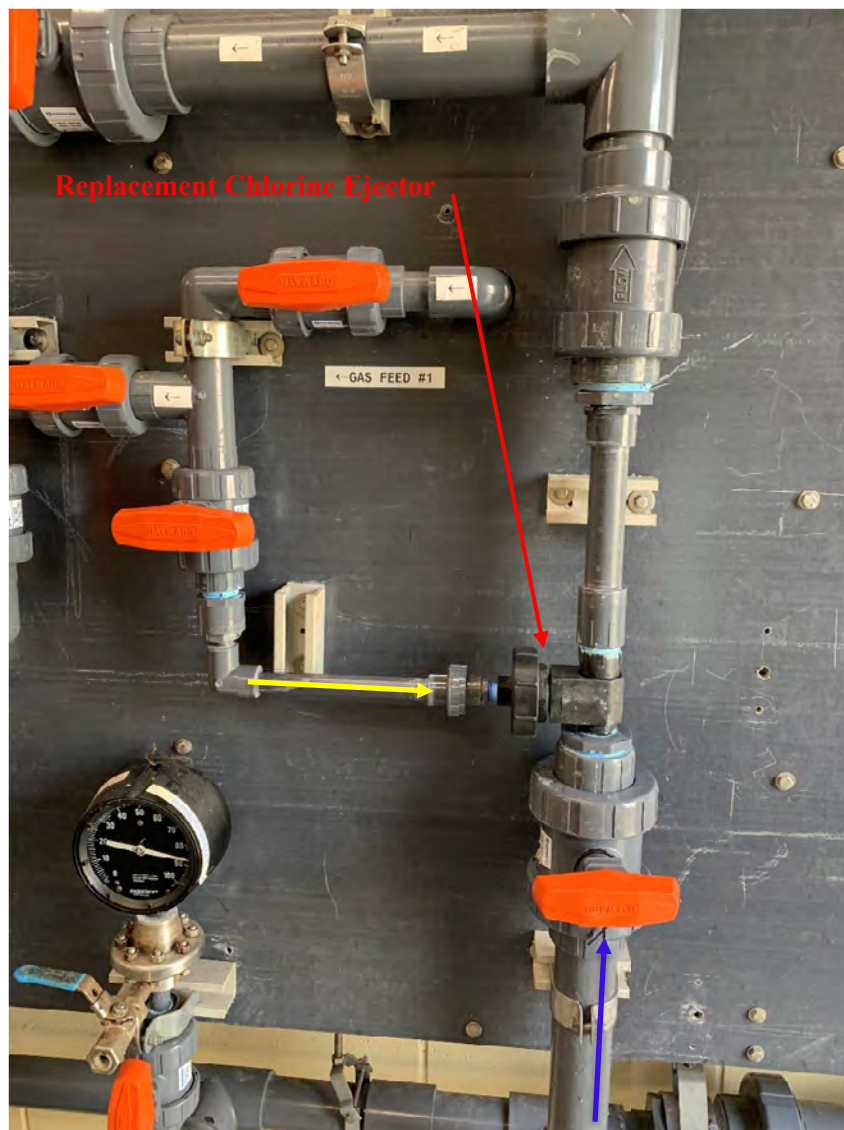
During the month of September, the Operations Team scheduled the rebuild of the cooling radiator on Generator No. 3 by the previously selected vendor. Generator No. 3 is the larger of the two (2) emergency generator units permanently installed at the District's WWTF. The rebuild of the radiator unit required Staff to completely remove and lock-out Generator No. 3 from service making it unavailable in the event of a power loss. Under normal operating conditions the plant electrical systems are powered from one of two primary (i.e. Florida Power & Light) electrical services which originate within Electrical Room No. 1 (ER-1) and 13 (ER-13) and emergency power is provided to each primary service by a dedicated generator unit (i.e. Generator No. 1 or 3). In the event of failure of one of the two (2) emergency generator units, the electrical distribution systems at ER-1 and ER-13 can be interconnected using the KIRK Key system which allows for the safe back-feeding of the affected electrical distribution system by the remaining, functional generator unit. In order to maintain emergency power capabilities to the entire WWTF during the completion of the radiator rebuild, Staff implemented the KIRK Key system. Prior to initiating the radiator rebuild and removing Generator No. 3 from service, Staff performed detailed load testing to confirm what equipment loads could be serviced with only the smaller Generator No. 1 available. Staff was very pleased to confirm that Generator No. 1 is generally capable of accommodating all critical loads in the event of a power loss. Under this scenario, in the event of a power loss, Generator No. 1 would automatically start and the WWTF Operators would bring critical functions/equipment back online as required to ensure that Generator No. 1 is not over-loaded. The successful real-time implementation and test out of the KIRK Key system provided Staff with an opportunity to become more familiar with the use of the system and develop confidence in its capabilities.



**WWTF Electrical System – KIRK Key System Example**



Lastly, Operations Staff worked with the District's gaseous chlorine feed system vendor to perform the annual inspection and maintenance of the chlorinators and ejectors used to create the chlorine solution used for effluent disinfection and plant maintenance purposes. As part of the work, the chlorine system vendor also replaced the 500 pound per day (ppd) ejector unit used to feed a chlorine solution to the secondary clarifier units for algae control along the circumferential effluent weirs. The replacement ejector has a 200 ppd capacity. Replacement of the existing ejector unit with a smaller unit will improve the turn down capabilities which will eliminate the potential for feeding chlorine at higher concentrations than required. Upon installation of the new ejector Staff tested out the system and was very pleased with its performance.



**Chlorine Solution Feed System Piping**

## **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.

While reviewing the operating characteristics and looking for opportunities to optimize the performance of the existing odor control unit installed at the headworks structure it was discovered that the shafts on the existing fiberglass reinforced dampers (i.e. valves) had corroded and failed. Failure of the dampers is significant because without the dampers there is no means to ensure that air is being captured from specific locations which release the highest amount of hydrogen sulfide laden air. With the dampers replaced the system will be balanced to capture the greatest amount of air flow from the influent chamber, two (2) effluent flumes and the overflow weir to the Equalization Storage and Return facilities.



**FRP Ductwork and Damper**



This past month, the Maintenance Team also performed significant maintenance work, including cleaning and updating the fluid circulation and filtration system on the Computer Numerical Control (CNC) plasma cutter table. The surface grates were removed from the unit and material cuttings discarded in order to gain access to the baffles. As part of the maintenance work a larger recirculation pump was installed on the clean side of the baffle along with a washable filter to ensure that there is adequate supply of clean coolant in the bed of the machine. The CNC machine is one of the most valuable assets within the machine shop since it has the ability to safely cut metal with speed and precision.



**CNC Maintenance and Upgrade Work – Photo 1**



**CNC Maintenance and Upgrade Work – Photo 2**

# 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



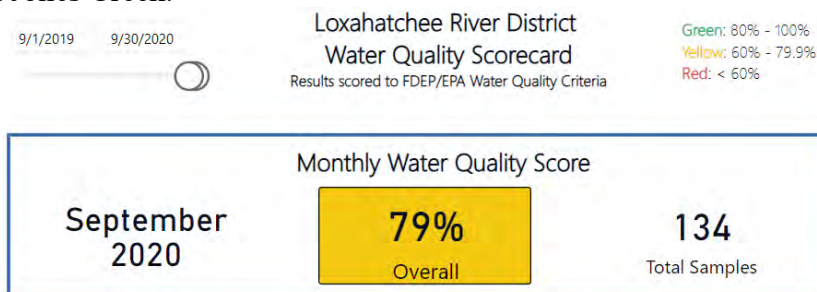
## MEMORANDUM

TO: Albrey Arrington, Ph.D., Executive Director  
FROM: Bud Howard, Director of Information Services  
DATE: October 8, 2020  
SUBJECT: Monthly Governing Board Update for September 2020

## WildPine Ecological Laboratory

### Riverkeeper Project

In September, lab staff collected water quality samples from 17 monitoring stations throughout the watershed. Overall, conditions were similar to August, but improved relative to September 2019. We are developing a new collection of “Water Quality Scores” for our website, which will be featured during this month’s Watershed Status Report. As a preview, the overall water quality score for September was a 79%, compared to a 71% for September 2019. We collected a total of 83 bacteria samples in support of several projects including the weekly bacteria monitoring program and our partnership project with Town of Jupiter working in Jones Creek.



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

Year	Month	# Samples	Overall Score	# TN Samples	Total Nitrogen Percent Good	# TP Samples	Total Phosphorus Percent Good	# CLA Samples	Chlorophyll Percent Good	# BAC Samples	Bacteria Percent Good
2020	September	134	79%	17	100%	17	88%	17	76%	83	73%
2020	August	147	81%	27	96%	27	85%	27	74%	66	76%
2020	July	152	71%	28	82%	28	57%	28	50%	68	81%
2020	June	122	73%	16	86%	16	69%	16	75%	74	70%
2020	May	136	73%	22	95%	22	86%	22	59%	70	66%
2020	April	150	83%	25	100%	25	80%	25	52%	75	88%
2020	March	109	90%	15	100%	15	100%	15	80%	64	88%
2020	February	148	89%	25	96%	25	100%	25	72%	73	89%
2020	January	239	73%	47	85%	47	55%	47	72%	98	77%
2019	December	110	88%	16	100%	16	88%	16	88%	62	55%
2019	November	187	80%	35	97%	35	77%	35	66%	82	80%
2019	October	181	80%	33	94%	34	76%	32	44%	82	90%
2019	September	184	71%	35	88%	35	46%	35	46%	79	97%
Total		1999	79%	341	93%	342	74%	340	64%	976	81%

Loxahatchee River Water Quality Scorecard for Overall, Total Nitrogen (TN), Phosphorus (TP), Chlorophyll a (CLA) and E. coli and enterococci bacteria (BAC) parameters.

Gordon M. Boggie  
Board Member

Dr. Matt H. Rostock  
Board Member

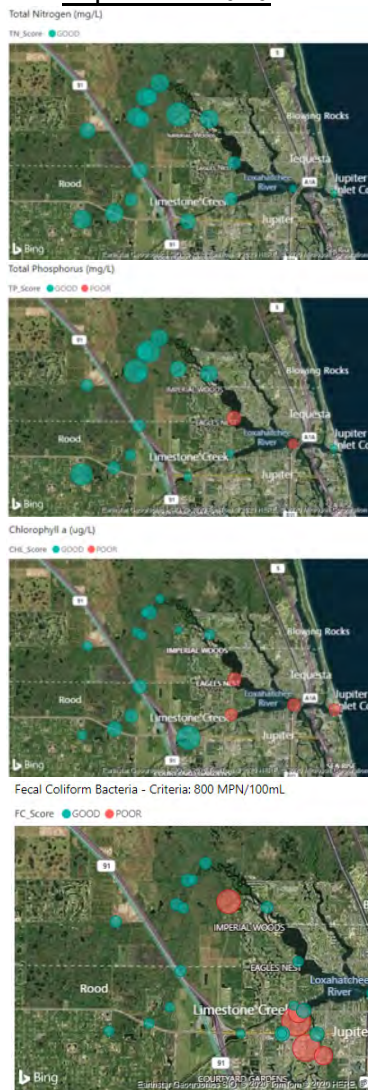
Stephen B. Rockoff  
Chairman

Harvey M. Silverman  
Board Member

James D. Snyder  
Board Member



## September 2020



Total Nitrogen (TN) concentrations in September 2020 scored “Good” at all stations when compared to the Numeric Nutrient Criteria (NNC) water quality standards (map at left). In contrast, September 2019 had 5 out of 35 (14.3%) stations scoring “Poor” (right).

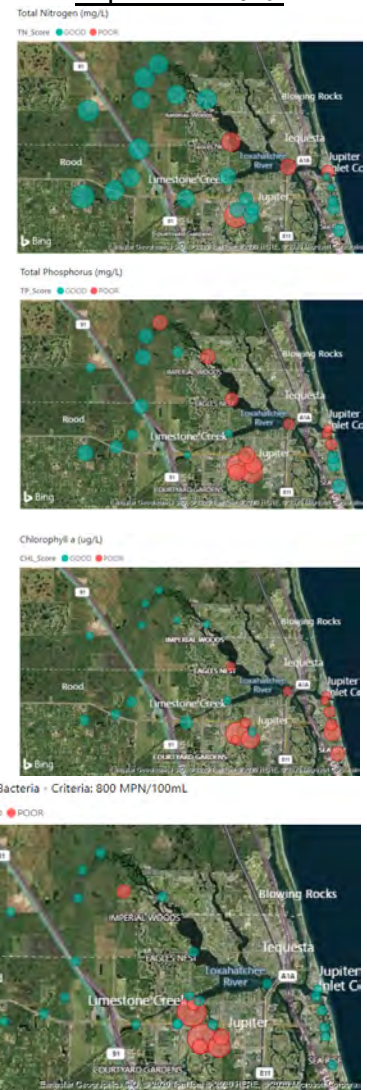
Total Phosphorus (TP) concentrations in September 2020 scored “Poor” at 2 of 17 (11.8%) stations when compared to the NNC water quality standards (map at left). In contrast, September 2019 had 19 out of 35 (54.3%) stations scoring “Poor” (right).

Chlorophyll (CLA) concentrations in September 2020 scored “Poor” at 4 out of 17 (23.5%) stations when compared to the NNC water quality standard for each station (map at left). In contrast, September 2019 had 19 out of 35 (54.3%) stations scoring “Poor” (right).

For the combination of all fecal indicator bacteria (enterococci in marine and brackish waters and E. coli in fresh waters), 22 out of 83 (26.5%) samples collected scored “Poor” when compared to DEP’s Surface Water Quality Standards in

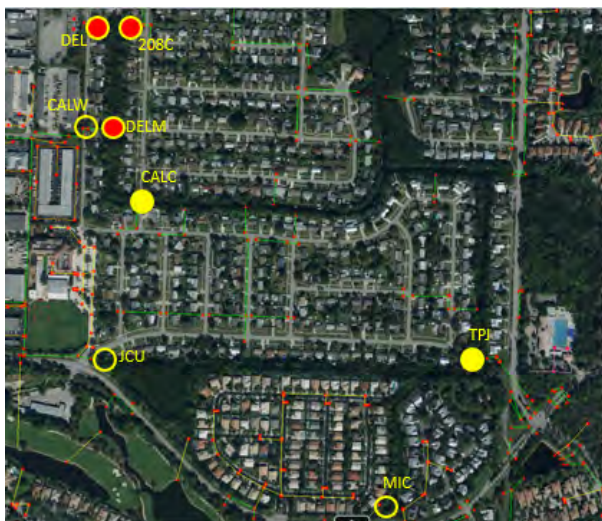
September 2020 (map left), which unlike TN, TP and CLA, was worse than the results measured in September 2019 (12.7% Poor) and shown in right map.

## September 2019



## Molecular Testing in Jones Creek

To reassess the human waste previously detected in Jones Creek, staff collected 8 samples on September 1<sup>st</sup> and sent them to a contract laboratory for molecular testing of two human DNA markers. Samples were strategically collected to continue trying to target the source of human waste in the creek. Like our previous testing, both human markers had the highest concentrations at the DEL site, in the Delaware Blvd leg of the canal. The next highest concentrations were found nearby at 208C and DELM (red sites figure left). CALC and TPJ (yellow sites) had detections for one human marker. JCU and MIC, both upstream sites, had non-detects for both markers. Out next step is to perform additional water quality testing at multiple sites in the stormwater system around the Delaware site in collaboration with staff from the Town of Jupiter’s stormwater department.



## Hydrologic Monitoring

In September, rainfall across the watershed was 11.1", roughly 33% higher than the monthly historical average of 8.3". This makes five consecutive months of significantly higher than average rainfall! The NEXRAD radar-based rainfall measurements detected rain during 26 days in September, with the largest single day total of 1.4" observed on September 30. Year-to-date cumulative rainfall through September is a notable 61.1" which is 31% above the historical average of 46.5". The continued long-term trend of increasing rainfall in the region currently makes 2020 the wettest year on record of NEXRAD rain measurements (see figure right).

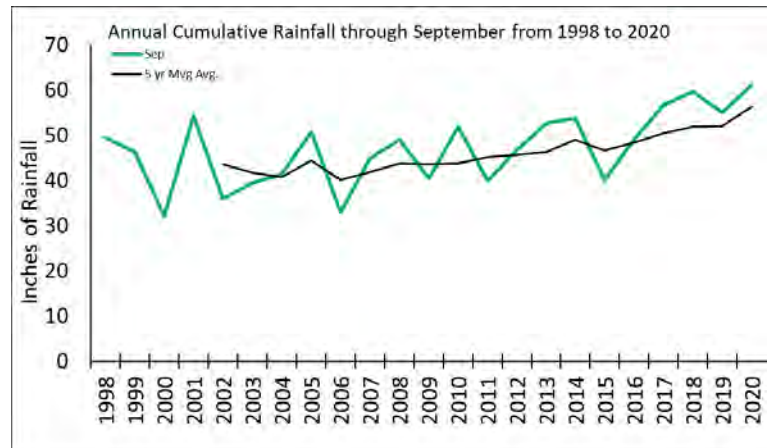
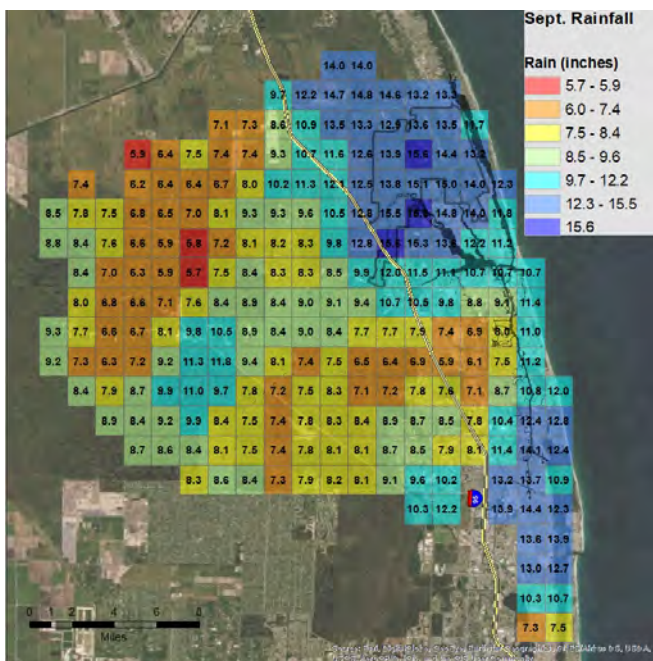


Figure shows cumulative annual rainfall using NEXRAD radar-based data. Green line indicates cumulative rainfall through September for each year since 1998, when the radar-based rainfall measurements began. Black line indicates long-term trend across all years.



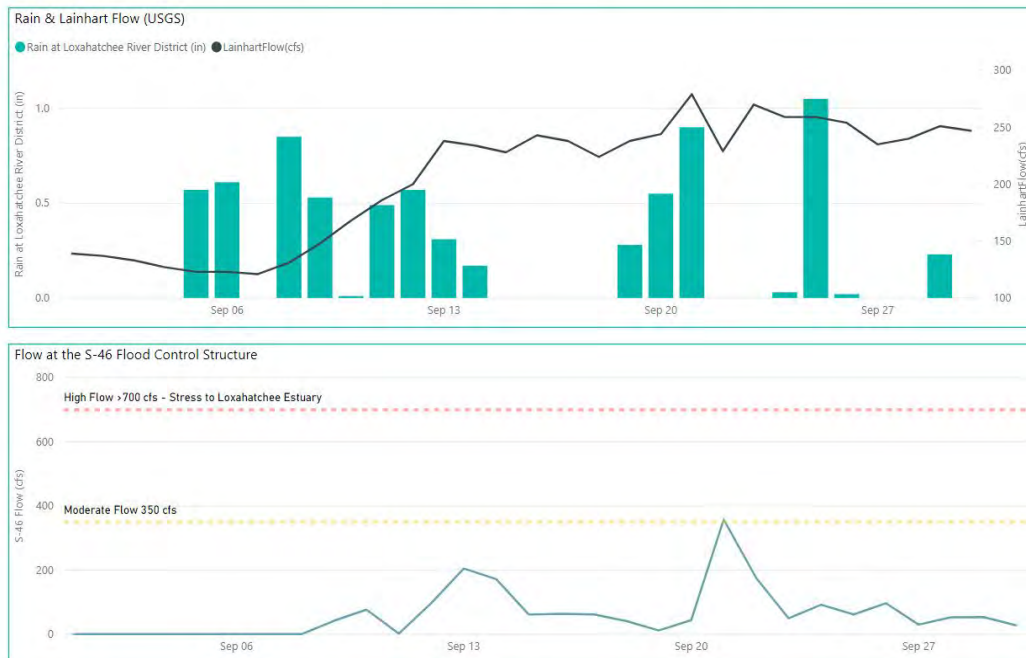
Rainfall distribution across the watershed using NEXRAD data. Each pixel represents an area of 2 km x 2 km. Blue colored pixels show highest rainfall and red pixels show lowest rainfall.

Spatially, there was a 9.9" difference in rainfall total across the watershed between the driest and wettest regions of the watershed (figure left). The northeast region of the watershed, which includes Jonathan Dickinson State Park, Cypress Creek, and the Northwest Fork drainage basin experienced upwards of 15" of rain. The driest regions were the central and western portions of the watershed, including Hungryland Wildlife Management Area, which received just under 6" of rain.

With persistent rainfall came substantial river flows. River flows measured at Lainhart Dam in September ranged from 121 to 279 cfs with an average for the month of 205 cfs (Figure below); up slightly from last month's average of 186 cfs. Flow measured at the S-46 flood control structure was zero for the first several days of September, but on September 9 flow began in response to the increased rainfall, and for the remainder of the month the daily average flow ranged from 2 to 358 cfs and averaged 85 cfs. Overall flow for the month, including zero flow days, was 62 cfs.

The flows peaked just above the "Moderate Flow" threshold of 350 cfs for a single day on September 21st at 358 cfs and was held well under the 700 cfs threshold of likely stress to the Loxahatchee River Estuary. To date, the 350 cfs flow threshold has been exceeded only four days in 2020 while the closest flow came to the 700 cfs flow threshold occurred on June 6 with a flow of 685 cfs (Figure below).





*Monthly flow measured through the Lainhart Dam superimposed with daily rainfall from LRD (top) and the S-46 control structure (bottom).*

The continued high flows caused salinity to remain near zero (<0.5 ppt) 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 only nominal discharges through S-46, mean daily surface salinity at the USGS US-1 bridge station measured 31 ppt and a minimum of 16 ppt.

This month the estuary experienced the effects of the fall ‘King Tide’ that peaked on September 21 when maximum tide levels reached 2.6 feet above mean sea level. This conditional ‘spring tide’ occurs several times a year when the moon is directly between the earth and the sun and compounds the gravitational pull on the oceans. This phenomenon called ‘perigee’ is especially noticable when moon’s elliptical orbit brings it closest to earth. High winds, generally from the east, often intensify the fall king tide in Florida, as they did this month, pushing water against the eastern shoreline thus heightening the tide effect. Note that the peak freshwater flow of 358 cfs from the S-46 flood control structure occurred coincidentally with the peak of the king tide and reduced the effect of the freshwater on salinity in the lower estuary.

## Oyster Spawning and Settlement Monitoring

It appears that the highly unusual oyster spawning season of 2020 has drawn to a close. The 28-day period ending September 21 brought substantially reduced spat density in the Northwest Fork and a continued subtle decline in the Southwest Fork (see Figure right) compared to the record setting settlement this summer, and lower than September in prior years. There continues to be a large difference between the upstream and downstream sites in both river forks. In the Northwest fork, where settlement was highest overall, mean density was 2,292 spat m<sup>2</sup> with 88% of the settlement activity occurring at the downstream site. Likewise, in the Southwest Fork, mean density was minimal at 133 spat m<sup>2</sup> with 79% of the settlement occurring at the downstream site. Spat settlement density in both river forks was substantially below expected average for this period. Since 2016, average density in the Northwest Fork during this period is 5,424 spat m<sup>2</sup>; about twice the density observed in this fork during this past 28-day period. Even more pronounced was the low settlement activity in the Southwest Fork which has a historical average of 1,387 spat m<sup>2</sup>; more than ten times the average counted this year.

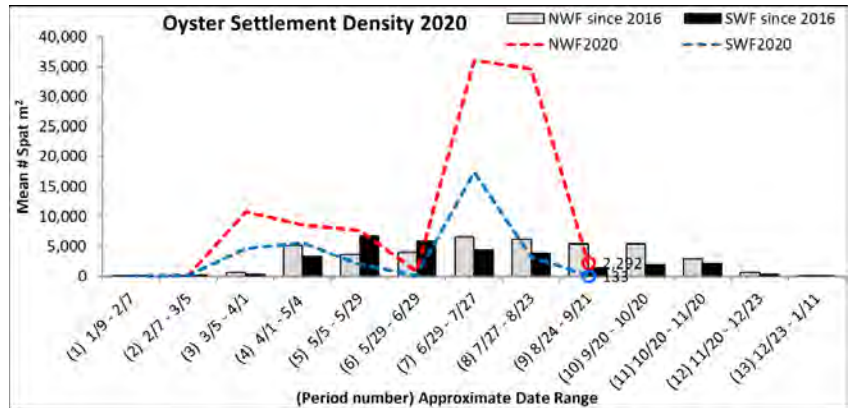


Figure shows mean oyster spat settlement for the Northwest Fork (gray bars) and the Southwest Fork (black bars) since 2016. Dashed lines show oyster spat settlement so far for 2020 in the NWF (red) and SWF (blue) with the most current density shown next to colored circles.

## Volunteer Water Quality Monitoring Program



After losing some of our volunteers we are happy to welcome back Mr. Paul McGurl who monitors site 30 at the Burt Reynold's Park boat ramp. He and his colleagues Mrs. Gates and Mrs. Siani, monitored their sites 4 times each in September.

The cumulative grades in September deteriorated from last month to a "C". The River's Edge site (Site 107) started out well but worsened as the month went on primarily due to a decline pH and DO values. The Inlet site (LR10V) showed great water quality during the flood tide sampling, but reduced water quality during ebb tide sampling. Site 30 had good water clarity at the first sampling event and poor clarity at the second sampling. The lower scores were generally from samples collected during ebb tide. Overall, the three sites scored a low "C", down from last month's "B".

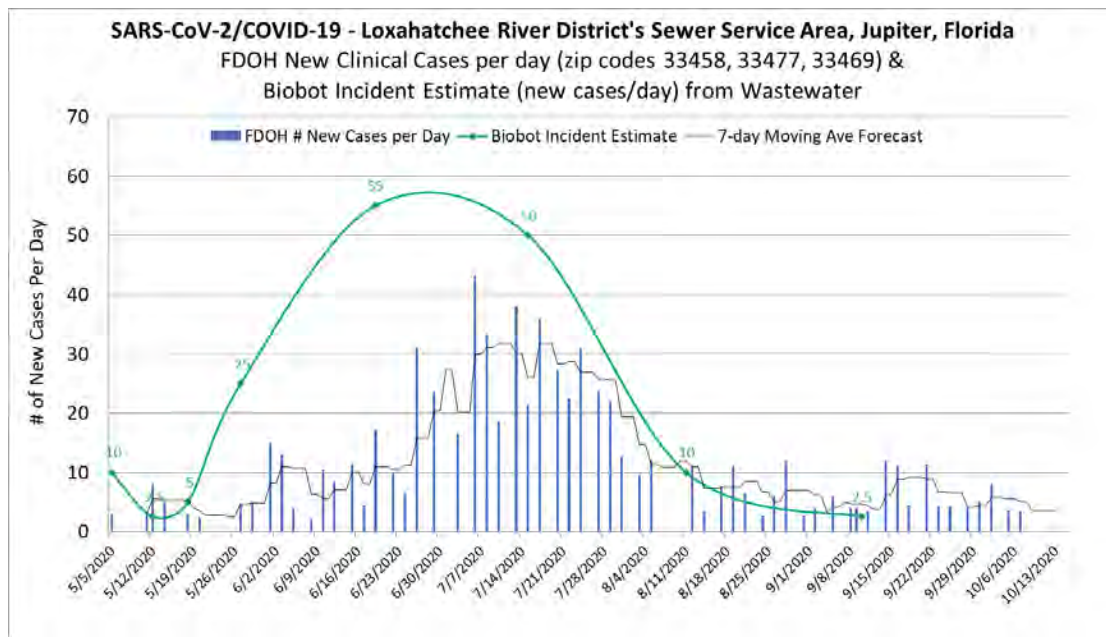
### Volunteer water quality scoring

September-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	1.8	30.9	8.1	5.9	91.6	1.0	B	B	B	C	B	A	75.0	C
LR30V	82.1	1.4	25.5	7.7	4.9	72.0	1.0	C	C	D	C	A	A	62.5	D
LR107V	79.7	VAB	0.0	7.1	3.8	46.7	1.3	VAB	C	A	B	B	B	72.5	C
Average	82.1													71.4	C

VAB (Visible at Bottom)  
DO (Dissolved Oxygen)  
ND (No Data)

## Testing for COVID-19 in our Wastewater

We have learned that our contract lab's (Pace Laboratories) national laboratory now tests for SARS/Covid in wastewater. Because there can be substantial variation in molecular analysis results depending on minor differences in analytical procedures, we are planning to analyze split samples between the two labs (Biobot and Pace Labs) to compare the results. We are hopeful that the heavy rains will subside this week so we can collect our wastewater sample under more typical flow conditions. Our goal is to have results to share with you for the Board meeting.



## Customer Service

### Payment Processing

In September staff closed out the 3<sup>rd</sup> Quarter billing with a 95.4% of the accounts satisfied, which is nearly identical to historical averages. For the Quarter, there were no unusual payment patterns between digital versus paper check/cash payments. Compared to Q2, we saw a slight reduction (2%) in the numbers of payments from customers using their banks online bill pay service. It appears some of those customers may have switched over to the District's payment services provider to use a recurring credit card payment. We continue to see a slow, but gradual trend of increasing numbers of recurring credit card payments as customers appear to switch from paying by recurring eCheck. Staff have been busy preparing for our 4<sup>th</sup> Quarter Billing that is scheduled for distribution starting October 14.

### Covid Accommodations Mailing

We sent a letter to our customers with seriously delinquent accounts urging them to contact our office to make repayment arrangements under the Board's recently approved accommodations related to Covid. Many of the customers that contacted us expressed appreciation for the District's patience and cooperation as they work to bring their accounts current.

### Estoppel Processing

The real estate market must be hot as staff processed 319 Estoppels (statements of accounts) during September, a 40% increase over last year.



## Information Technology (IT)

### Cybersecurity – Multifactor Authentication Implementation

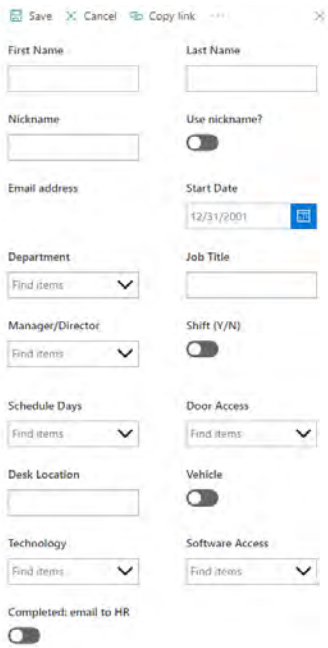
In September, we began rolling out a powerful added security measure called multifactor authentication (MFA) to all District computer users. By enabling MFA for users, login requests to Office 365 and Microsoft Azure will be challenged if the login is attempted from an unknown computer or device. Users validate their accounts by entering a code messaged to their phone, responding to an office phone call, or through the Microsoft Authentication App.

### Workflow improvements

IT is working with various teams at the District to help improve their workflows by migrating to digital lists, forms, and data visualization and analysis tools using Microsoft’s new low/no-code development tools named the Power Platform. One example is we are working with Human Resources to improve the accuracy and efficiency of gathering the necessary information from a variety of staff to onboard new employees.

Because HR already had a paper checklist for this process, we were able to easily convert this to a web form that saves the information to a shared dataset. Once the form is completed by the various staff, including managers, safety, and IT, the results sent to HR to review and approve. Then process continues to ensure that everything is ready and configured properly for the new staff member.

By making improvements to processes like this, we believe we can further improve coordination, clarity, and efficiency.



The image shows a screenshot of a web form titled "Simple web form to capture key information for the setup of a new employee." The form is organized into two columns and includes various input fields and controls. At the top, there are buttons for "Save", "Cancel", and "Copy link". The form fields include: "First Name" and "Last Name" (text boxes), "Nickname" (text box) with a "Use nickname?" toggle switch, "Email address" (text box), "Start Date" (calendar icon) with a date of "12/31/2001", "Department" (dropdown menu with "Find items" button), "Job Title" (text box), "Manager/Director" (dropdown menu with "Find items" button), "Shift (V/N)" (toggle switch), "Schedule Days" (dropdown menu with "Find items" button), "Door Access" (dropdown menu with "Find items" button), "Desk Location" (text box), "Vehicle" (toggle switch), "Technology" (dropdown menu with "Find items" button), and "Software Access" (dropdown menu with "Find items" button). At the bottom, there is a "Completed: email to HR" toggle switch.

*Simple web form to capture key information for the setup of a new employee.*

# Loxahatchee River Environmental Center

## October 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	≥7	≥ 85% but ≤ 105%	≥ 90%
Yellow	≥ 75%	≥5	≥ 75%	≥ 50%	≥ 75%	≥ 75%	≥3	≥5	≥ 80%	≥ 75%
Red	<75%	<5	<75%	<50%	<75%	<75%	<3	<5	< 80% or > 105%	<75%
2018 Baseline	98%	7.3	109%	84%	121%	154%	4.8	7.3	90%	165%
2019 Baseline	102%	7.3	98%	96%	131%	218%	4.7	7.8	96%	100%
2019	Sept	98%	7.1	92%	86%	197%	4.8	7.7	93%	94%
	Oct	98%	7.3	110%	78%	139%	4.6	7.7	104%	185%
	Nov	99%	7.4	98%	95%	108%	4.5	8.5	99%	176%
	Dec	97%	7.3	93%	81%	91%	4.7	8.0	87%	158%
2020	Jan	152%	7.4	103%	76%	157%	4.8	8.1	105%	185%
	Feb	128%	7.4	128%	89%	147%	4.8	8.1	87%	201%
	Mar	60%	7.7	36%	30%	32%	5.0	6.9	86%	135%
	Apr	0%	0.0	0%	0%	21%	0.0	0.0	83%	112%
	May	0%	0.0	0%	0%	17%	0.0	0.0	85%	67%
	June	0%	0.0	0%	0%	9%	0.0	0.0	87%	25%
	July	0%	0.0	0%	0%	7%	0.0	0.0	92%	23%
	Aug	0%	0.0	0%	0%	12%	3.8	0.0	87%	19%
	Sept	21%	7.6	2%	34%	14%	3.8	8.4	74%	19%
Consecutive Months at Green	0	1	0	0	0	0	0	1	0	0
Metric Owner	O'Neill	O'Neill	O'Neill	Harris / Duggan	O'Neill	O'Neill	O'Neill	O'Neill	O'Neill	O'Neill

### River Center General

#### Marsh Garden

Our avid Master Gardener, CJ McCartney, has kept us motivated to add new sections to our garden areas. In early September, with a little help from Kemm Peebles, we planted a new “marsh” garden near the front door of the River Center. Kemm helped to install the pond liner and get it level for us. CJ worked with Danny Cox at the Naples Botanical Garden to help us install the plants correctly. Many of the wetland plants that we installed are rare and were donated by Helen and Scott Laurence from their property. With a fountain, this garden will welcome visitors back to the River Center and serve as an example of native gardening in an urban area.



## COVID-19

We began in-person programs with masks, limited spots, and social distancing in September. We also offered virtual field trips for students in the classroom, doing distance learning and homeschool students as well. These field trips were pre-recorded videos that aired on a specific day. They can be found on our YouTube channel. As Palm Beach County has begun to move through Phase 3 reopening, the River Center, is planning to reopen on a limited basis on Friday, October 23<sup>rd</sup>. To begin, the River Center will be open two days per week (Thursday and Friday). This will help us to determine our cleaning schedule and navigate the flow of visitors to the center. Further opening will be determined by visitor load, staffing and volunteers. Our plan is to reopen slowly so that we can manage any issues quickly and easily.

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

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

## *Special Programs*

### **NPBCA Meeting**

On Friday, September 11<sup>th</sup>, the River Center hosted the Northern Palm Beach Cultural Alliance September meeting. This is the first meeting since March and we had 10 people come in person to the meeting and 12 virtually attend. The Northern Palm Beach Cultural Alliance represents an array of cultural venues and organizations that serve to inspire residents and visitors in the cultural arts while growing our local economy and enhancing our quality of life. These entities serve to enrich our lives, entertain us, deepen our connections, challenge our beliefs, and add knowledge and beauty to our everyday lives. From theatre, music, historical landmarks, ocean science, creative arts, galleries and lectures, to outdoor art festivals, culinary events, dance performances and photography, the Northern Palm Beaches is home to wealth of cultural opportunities that we support, and serve to enhance our quality of life. Affiliate members have a deep affection for the arts and work alongside us to promote our cultural industry and to give our venues visibility and community recognition. We were so excited to welcome people to the center both in person and virtually.

### **Homeschool Workshop – Shark Senses and Shark Habitats**

The River Center hosted its first homeschool workshop of the 2020-2021 school year and the first in-person program in over six months on Friday, September 18<sup>th</sup>. We had eleven students ranging in age from 7-10 years old spend the morning with River Center educators in our Chiki hut where we will hold all of our in-person programs for the rest of the semester for safety reasons. This workshop focused on shark senses, adaptations, and habitats. Students learned about shark teeth, skin, morphology, and different species that are found in Florida waters. When talking about shark habitats, students learned that the healthy, clean water supply from our rivers keeps our estuaries healthy which support the juvenile species of shark prey. This can lead to healthy oceans. Pollution, including stormwater runoff and garbage, can damage reef habitats. Destruction of this critical habitat causes a decline in the shark's prey leading to a decline in shark populations. The River Center homeschool workshops are currently scheduled twice a month throughout the school year.







### **Blooming in the Garden – Animal Tracks**

On Saturday, September 19<sup>th</sup>, the River Center hosted a Blooming in the Garden, a program for early learners. This was the first family program hosted at the River Center since March 2020 due to the COVID-19 pandemic. Five families joined us with seven children to enjoy a morning outside in the Chiki hut and pollinator garden. The theme this month was “Animal Tracks” and included a lesson about how scientists learn about animals by viewing their tracks, an activity using track replicas, and a fun track-themed craft. Families then became animal track detectives trying to find evidence of wildlife in the garden. Every family took home their artwork and some pots with different wildflowers and vegetables for their gardens at home.

### **Intracoastal Kayak Tour**



The River Center hosted our Public Kayak Tour through the Intracoastal waterway on Tuesday, September 22<sup>nd</sup>. This was a partner paddle, where participants signed up as pairs and paddled along with our River Center Naturalists. It was a windy day on the water, so we held tight to Burt Reynold’s Park. Towards the end we made our way into Fullerton Island to explore this local natural area. Here we led a discussion about stormwater runoff and the erosion happening in the park. In addition, kayakers took time to collect garbage (solid waste) in the waterways. Throughout the trip

we saw great blue herons, ospreys, herons and ibis as well as a few mullet jumping through the water. It was a beautiful day kayaking and we are excited for our next one.

### **Nature Walk Expeditions**

On Friday, September 25<sup>th</sup> the River Center lead two adventure hikes at Cypress Creek Natural Area. Our two tours were broken into smaller groups but walked along the same trail at different times. Both groups enjoyed an afternoon hiking through wet flatwoods, hammocks, cypress swamps, and freshwater marshes. Cypress Creek Natural Area is home to over 500 species of plants and 217 species of animals. This site preserves an area of high-quality wetlands and streams, including Cypress Creek a blackwater stream, that buffers the northwest fork of the federally designated Wild and Scenic Loxahatchee River. During the hike our naturalists described how Cypress Creek is connected to the Loxahatchee River. The restoration in this area has contributed to better water quality for the river as well as storage during the wet season and, later, water supply for the river in the dry season. We also stumbled upon at beautiful field of wild flowers hidden off the beaten path that had all of us taking pictures.



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## “Take an Educator to Work” Day at LRD

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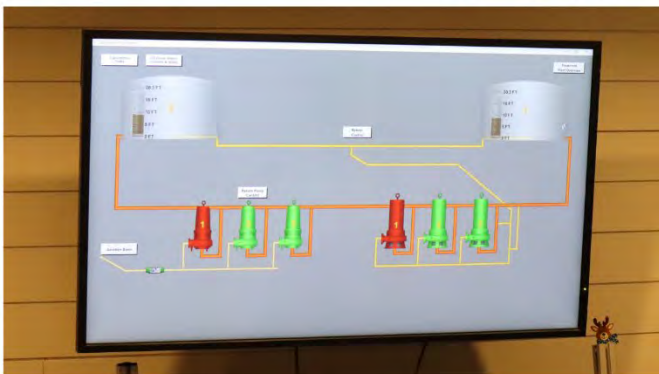


### PLANT PROCESSES

A DAY IN THE LIFE OF  
*Dan Winters*

### SAMPLE TESTING

A DAY IN THE LIFE OF  
*The "Bugs" at the Plant*



### SCADA

A DAY IN THE LIFE OF  
*Nathan Jarvis & Deveyand Dave*

The River Center staff spent a day with Dan Winters at the LRD’s wastewater treatment facility on Wednesday, September 30<sup>th</sup>. Dan helped us to understand a “day in the life” as an LRD Plant Operator. Our goal was to learn what they did daily, how their job affected other processes at the Loxahatchee River District and the community and identify challenges to maintaining healthy systems. This was an excellent way for the River Center staff to gain first-hand knowledge about the systems of the plant site; particularly the extensive water testing process that goes on all throughout the day, every day. These test results define the health of the entire plant and allow for key decision by the operators. We will use the information, photographs, and video we obtained to enhance our existing high school wastewater treatment program with additional information and to expand upon it with chemistry-based extensions from the processes that we observed. We would also like to thank Nathan Jarvis and Deveyand Dave for educating us on the SCADA system, DEP protocols and reports, and how they can control the plant’s systems from the SCADA room.



## ***Upcoming River Center Events***

RSVP at [www.lrdrivercenter.org/events-calendar](http://www.lrdrivercenter.org/events-calendar)  
[rivercenter@lrcd.org](mailto:rivercenter@lrcd.org) or 561-743-7123

**October 22, 10 am – 12 pm: Kayak Tour – Pine Glades Natural Area:** Join the River Center for our Public Kayak Tour around the freshwater marshes of Pine Glades Natural Area. 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!

**October 23, 12 pm – 4 pm: River Center opens to the Public**

**October 27, 9 am – 11 pm: Nature Hike – Cypress Creek South 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.

**October 28, 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.

**November 7, 9 am – 12:30 pm: Girl Scout Workshop – Butterflies:** Join the River Center as we celebrate the winged beauties of the garden! Girls in this workshop will discover and learn all things butterflies such as life cycles, anatomy, and unique adaptations. This workshop will also delve into the amazing Monarch migration phenomenon in Mexico, but also learn about the year-round Monarch populations in Florida. Girls will learn about rare and endangered butterflies, the species found in the River Center’s pollinator garden, and becoming citizen scientists. We will meet with specialists that work and study butterflies and their habitats as well as participate in a planting project.

**November 11, 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.

**November 14, 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!

**November 17, 10 am – 12 pm: Kayak Tour – Lainhart Dam:** Join the River Center for our Public Kayak Tour up the Wild and Scenic Loxahatchee River. Explore the dam and cypress swamps of Florida’s first



National Wild and Scenic River. 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!

# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458

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



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

## MEMORANDUM

To: D. Albrey Arrington, Ph.D., Executive Director  
From: Travis Bains, CSHO, ENS, Safety Compliance Officer  
Date: October 7, 2020  
Subject: District Safety Report for September 2020

### Safety Metrics: September 2020

OSHA recordable injuries: **None**  
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: Building and Promoting a Strong Safety Culture

Keeping everyone safe in any workplace is more than just rules and regulations. A culture of safety to which each and every worker, manager, and director contributes is the path to excellent safety outcomes. Safety Culture is a part of company culture, it is the collection of beliefs, values, and worldviews held by employees and contractors of a company.

Many principles and practices makeup strong safety culture, and it is absolutely a joint effort. While the theory behind safe worksites is the same in most places, how it is put in practice will vary widely. These steps are important parts of the puzzle, and vital things to ponder when forming your own safety culture. As professionals, each District employee needs to hold himself or herself accountable for our individual actions – we must demonstrate a personal interest in and commitment to safety that results in changed behavior. Is safety your goal at the beginning of your day? Is a commitment to safety demonstrated by your coworkers? Do you understand the safety hazards associated with your scheduled work for the day? If you cannot answer yes to each of these questions, I implore you to take action to effect positive change in your circle of influence. Please come see me and let us figure out how I can help.

### Training

Emphasis on Hazard Analysis & Individual Accountability was the focus through September. We continue to improve our understanding of the word “potential” by addressing the 4 Q’s and its importance. Addressing these four (4) questions will enable the employee to STOP; Stop, Think, Observe, Plan. With asking ourselves, what am I missing?

**Stop Work Action:** On 9/15/2020, Collection Crew consisting of Ben McTigue and Chuck Talledo were directed to install a special hook in a manhole for a special project. While preparing to begin the work, Ben stopped the job after determining hazardous atmospheric conditions were present (e.g., elevated hydrogen sulfide concentrations). Ben contacted the Safety Officer and we together worked through the 4-Q’s to find a safe way of approaching the task. Portable gas meters were used to quantify the hazard, continuous ventilation was implemented to abate the hazard, and the job was completed using a modified approach that negated the hazard. This is an excellent example of someone taking their personal safety seriously. ***Great job to Ben M. for thinking through the hazards and stopping work!***

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

## **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:

### **Plant Lockout/Tagout (Operations, Maintenance, Safety)**

Primary hazards: energized equipment, improper labeling, unguarded live electrical equipment.

Onsite training: 4-Q's, lockout/tagout program, facility integrity list, installation of lockout/tagout, maintaining an active facility integrity list.

Please see: [Facility Integrity List](#)

Job Hazard Analysis: Hazards of Lockout/Tagout were discussed and a sign-in sheet provided.

### **Broken Manhole Cover (Collections/Safety)**

Primary hazards: temporary maintenance of traffic, lifting of manhole covers, back strains

Onsite training: proper lifting techniques, temporary maintenance of traffic, PPE, 4-Q's,

Job Hazard Analysis: No

### **Pulling Pump for maintenance (Collections, Lift Station 59)**

Primary hazards: use of vac-con, fall hazards, lifting equipment failure, barricades, set-up of crane and outrigger position, use of plug, overhead hazards, exposed hazardous electrical energy, environmental hazards, high pressure water spray, plug blow-out

Safety Mitigation: pressure gauge installed on plug to check pressure, soft soil stabilization for outriggers and heavy equipment, lockout/tagout, type of gloves (leather while working with wire braided rope and nitrile while working with raw sewage), inspection of crane and rigging components, safety glasses (face shields), situational awareness, barricades

Onsite training: 4-Q's, soil stabilization for heavy equipment, lockout/tagout, 3-point contact, plug blow-out, water accumulation, leading edge, gas meter bump testing,

Job Hazard Analysis: toolbox talk, lockout of electrical equipment,

### **Confined Space - Inspection of Wet Well (Collections/ENG) (Lift Station 152 & Lift Station 59)**

Primary hazards: pre-check of atmosphere, 22' deep wet well, mechanical ventilation installed, inspection on davit arm and harness, dropped tools from leading edge, environmental hazards

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

Onsite training: 4-Q's, atmospheric testing, inspection of entry tools, permits and procedures, housekeeping of tools around leading edge, facility integrity list,

Job Hazard Analysis: toolbox talk, confined space permit, lockout/tagout

**Safety Quote of the month:** *My Reason for Working Safely: MY FAMILY!*

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



## MEMORANDUM

TO: Governing Board

FROM: Administration Staff

DATE: October 8, 2020

SUBJECT: Consultant Payments

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The following amounts have been reviewed and approved for payment to our consultants for work performed during the prior month.

	<u>Prior Month</u>	<u>Fiscal YTD</u>
Shenkman, PA	\$5,242.50	\$127,661.15
Holtz	\$7,683.00	\$208,925.85
Baxter & Woodman	\$15,361.29	\$205,603.27

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
- Final Assessment - Island Country Estates

## Other:

- Lift Station 82 Conversion
- Greenhouse Gas Emissions Evaluation
- Odor Control Improvements Study
- Master Lift Station Bypass Study
- 20 Acre Site Plan Engineering Contract