

# 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

**REVISED**

## AGENDA

### REGULAR MEETING #26-2020

**NOVEMBER 19, 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 3**
  - C. Additions and Deletions to the Agenda
3. Comments from the Public
4. Status Updates
  - A. Loxahatchee River Watershed **Page 12**
  - B. Loxahatchee River District Dashboard **Page 13**
5. Consent Agenda (see next page) **Page 14**
6. Regular Agenda
  - A. Consent Agenda Items Pulled for Discussion
  - B. Rules Chapter 31-11 Special Assessments **Page 56**
  - C. Local Bill for Proposed Revisions to Enabling Act **Page 60**
  - D. Governing Board Appointments and Liaisons **Page 114**
7. Reports (see next page) Pulled for Discussion
8. Future Business **Page 159**
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: November 10, 2020

Gordon M. Boggie  
Board Member

Dr. Matt H. Rostock  
Board Member

Stephen B. Rockoff  
Chairman

Harvey M. Silverman  
Board Member

James D. Snyder  
Board Member

## **5. CONSENT AGENDA**

All items listed in this portion of the agenda are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless requested by a Board member or citizen; in which event, the item will be removed and considered under the regular agenda.

- A. Preliminary Assessment: Island Country Estates (Resolution 2020-13) **Page 15**
- B. Safety Policy 4.3.22 – to approve policy revision **Page 27**
- C. Odor Control Study – to approve contract **Page 30**
- D. Lift Station Fall Protection – to award contract **Page 46**
- E. Fixed Asset Disposal – to approve disposal **Page 52**
- F. Change Orders to Current Contracts – to approve modifications **Page 54**

## **7. REPORTS**

- A. Neighborhood Sewering **Page 116**
- B. Legal Counsel's Report **Page 118**
- C. Engineer's Report **Page 120**
- D. Busch Wildlife Sanctuary **Page 124**
- E. Director's Report **Page 124**

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



## MEMORANDUM

TO: Governing Board

FROM: Recording Secretary

DATE: November 10, 2020

RE: Approval of Meeting Minutes

Attached herewith are the minutes of the Public Hearings and Regular Meeting of October 15, 2020. As such, the following motion is presented for your consideration.

“THAT THE GOVERNING BOARD approve the minutes of the October 15, 2020 Public Hearings and Regular Meeting as submitted.”

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Gordon M. Boggie  
Board Member

Dr. Matt H. Rostock  
Board Member

Stephen B. Rockoff  
Chairman

Harvey M. Silverman  
Board Member

James D. Snyder  
Board Member

Ref. 23-2020

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT  
PUBLIC HEARING – MINUTES  
OCTOBER 15, 2020

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Chairman Rockoff called the Public Hearing of October 15, 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  
Mr. Silverman

3. TO RECEIVE PUBLIC COMMENTS PERTAINING TO RULES CHAPTER 31-10 RATES, FEES AND CHARGES ROCKING HORSE LANE SUB-REGIONAL LINE CHARGE

No comments from the public were received.

4. COMMENTS FROM THE BOARD

No comments from the Board were received.

5. ADJOURNMENT

Chairman Rockoff adjourned the Public Hearing at 6:57 P.M.

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

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

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

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT  
PUBLIC HEARING – MINUTES  
OCTOBER 15, 2020

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Chairman Rockoff called the Public Hearing of October 15, 2020 to order at 6:57 P.M.

2. ROLL CALL

The following Board Members were in attendance:

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

3. TO RECEIVE PUBLIC COMMENTS PERTAINING TO RULES CHAPTER 31-11 SPECIAL ASSESSMENTS

Ms. Cynthia Wester, Ms. Mary Hines and Ms. Rebecca Brinich commented on the Whispering Trails assessment for their neighborhood.

Dr. Arrington discussed how the interest rate was established and reviewed the proposed changes to Rules Chapter 31-11 Special Assessments.

4. COMMENTS FROM THE BOARD

No comments from the Board were received.

5. ADJOURNMENT

Chairman Rockoff adjourned the Public Hearing at 7:15 P.M.

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BOARD CHAIRMAN

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BOARD SECRETARY

---

RECORDING SECRETARY

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT  
REGULAR MEETING - MINUTES  
OCTOBER 15, 2020

1. CALL TO ORDER

Chairman Rockoff called the Regular Meeting of October 15, 2020 to order at 7:15 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  
Mr. Silverman

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

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

B. PREVIOUS MEETING MINUTES

The minutes of the Public Hearing and Regular Meeting of September 17, 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 September 17, 2020 Public Hearing and Regular Meeting as submitted.”

C. ADDITIONS & DELETIONS TO THE AGENDA

Items 5A and 5F were pulled from the Consent Agenda. A Change Order was added under Item 5K.

### 3. COMMENTS FROM THE PUBLIC

Mr. Jim Kuretski, Town Council member with the Town of Jupiter, identified potential opportunities to collaborate between the Town and the District, specifically to address seagrass, issues, water quality improvements in Jones Creek, and the potential installation of Town of Jupiter Floridan Wells on District property.

### 4. STATUS UPDATES

#### A. LOXAHATCHEE WATERSHED STATUS

Mr. Howard gave an overview of the District's new Water Quality Scorecard.

#### B. LOXAHATCHEE RIVER DISTRICT DASHBOARD

Dr. Arrington reviewed the District Dashboard.

### 5. CONSENT AGENDA

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

"THAT THE GOVERNING BOARD approve the Consent Agenda of October 15, 2020 noting that Items 5A and 5F have been deleted and Items 5B, 5C, 5G and 5K have been pulled for further discussion."

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

#### D. Public Records, Record Retention & Disposition Policy – to approve policy

"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."

#### E. IQ Water Renewal for Palm Beach County Schools – to approve agreement

"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."

#### H. Professional Engineering Services Continuing Contracts – to approve contracts

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

I. General Construction Services Contract – to award contract

“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.”

J. Fixed Asset Disposal – to approve disposal

“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.”

6. REGULAR AGENDA

A. CONSENT AGENDA ITEMS PULLED FOR DISCUSSION

5B. Septage Receiving Policy – to approve policy

Dr. Arrington reviewed the proposed septage receiving policy.

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

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



5C. Social Media Policy – to approve policy

Dr. Arrington reviewed the proposed social media policy.

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

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

5G. Girl Scouts of Southeast Florida, Inc. Partnership Agreement – to approve agreement

Dr. Arrington reviewed the proposed agreement.

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

“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute the Partnership Agreement with the Girl Scouts of Southeast Florida, Inc. for 2020.”

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

Dr. Arrington reviewed the proposed change order.

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

“THAT THE GOVERNING BOARD authorize Change Order No. 001 to CROM Coatings and Restoration, LLC contract for the additional work required for the Clarifier No. 2 – Effluent Box Repairs to increase the total not-to-exceed purchase order from the original amount of \$35,189.20 to the amount of \$60,189.20.”

B. Busch Wildlife Sanctuary License Agreement

Mr. Matthew Gitkin, Ms. Kristen Schouten-Atwood, and Ms. Pamela Larres commented on the proposed Busch Wildlife Sanctuary license agreement and public comments from Ms. Susan Kennedy and Ms. Sandy Fournies received via email were read aloud.

Dr. Arrington reviewed the draft license agreement.

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

“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.”

C. Rules Chapter 31-10 Rates, Fees and Charges Rocking Horse Lane Sub-Regional Line Charge

Dr. Arrington reviewed the proposed changes to Rules Chapter 31-10.

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

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

D. Rules Chapter 31-11 Special Assessments

Dr. Arrington reviewed the proposed changes to Rules Chapter 31-11 and discussed the proposed assessment changes with the residents of Whispering Trails.

Additional public comment was received from Ms. Cynthia Wester, Ms. Mary Hines and Ms. Rebecca Brinich.

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

“THAT THE DISTRICT GOVERNING BOARD approve the revised Rule Chapter 31-11 as revised (e.g., cleaning up legal references; allowing partial payment of assessments; and requiring partial assessment payments to be a minimum of \$1,000.00), effective October 19, 2020.”

E. Employee Health Insurance

Dr. Arrington reviewed the employee health insurance benefits and renewal outlook.

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

“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director, in accordance with the renewal quotes provided and with an effective date of January 1, 2021, to:

- enter into contract with UnitedHealthcare for their Choice Plus – AQOZ health insurance policy as presented,
- renew our United Concordia PPO Alliance dental insurance policy with an increased annual benefit maximum of \$1,500,
- renew our Humana Vision 130 voluntary vision insurance policy,
- enter into contract with Reliance for Basic Life Insurance, Accidental Death & Dismemberment, Long-Term Disability, and voluntary life insurance policies,

- and enter into contract with Discovery Benefits for management of our Flexible Spending Accounts.”

## 7. REPORTS

The following reports stood as written.

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

## 8. FUTURE BUSINESS

Dr. Arrington reviewed the Future Business report.

## 9. COMMENTS FROM THE BOARD

No comments were received.

## 10. ADJOURNMENT

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

“That the regular meeting of October 15, 2020 adjourns at 9:24 PM.”

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BOARD CHAIRMAN

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BOARD SECRETARY

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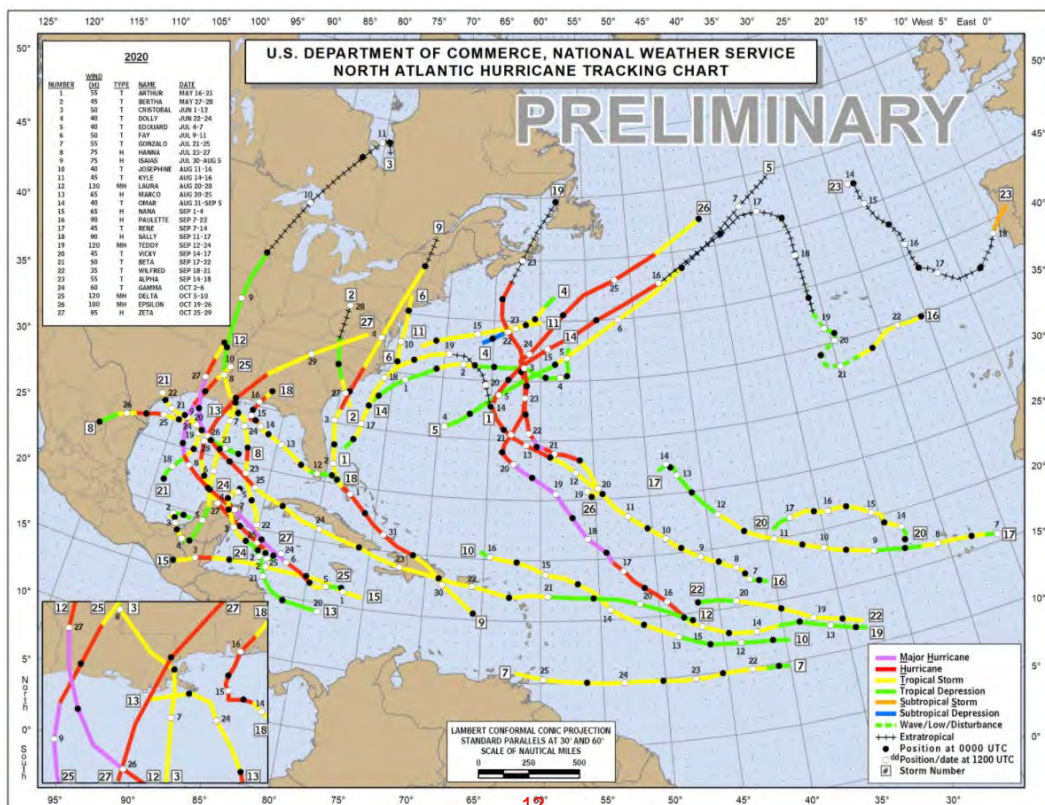
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## Loxahatchee River Watershed Status Wet & Hurricane Season Summary

October and November typically marks the end of South Florida's wet season and Hurricane season. But, like other aspects of 2020, this year has been highly unusual with remarkable rainfall and frequency of storms. At our meeting we will summarize some of the interesting aspects of this years wet and hurricane season.



# 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	average # days ahead (behind) schedule	# of OSHA recordable injuries	# Days MFL Violation	‰	Fecal Coliform Bacteria (cfu/100ml)
Green Level	≥ 90%	< 7.7	<2	Zero	<704; 0	Zero	<1542	≤ 15	≥ \$9,894,657	≥ 95%	≥ 85% but ≤ 105%	≥80%	≥ (30)	Zero	0	min ≥ 20 ‰	≤ 1 site > 200
Yellow	< 90%	< 8.8	≥ 2	1	≤1,500; 0	1	≤1875	≤ 25	< \$9,894,657	≥ 90%	≥ 80%	≥60%	≥ (60)	-	1	min ≥ 10 ‰	≤ 3 sites >200
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 ‰	≥ 4 sites > 200
2017 Baseline		104%	6.6	1	0	2,225	0	1,127	9	\$ 30,425,084	95%	85%	98%	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%	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%	0.3	2	22.9	1 > 200
2019	Oct	116%	6.5	1	1	3,000	0	1,298	7	\$ 32,222,812	105%	103%	92%	1	0	26.9	0 > 200
	Nov	113%	6.5	3	1	67,850	0	1,230	18	\$ 33,374,275	98%	90%	92%	0	0	18.7	1 > 200
	Dec	108%	6.9	0	1	310	0	1,291	18	\$ 33,400,263	105%	87%	92%	0	0	6.1	1 > 200
2020	Jan	109%	7.1	6	0	485	0	1,176	7	\$ 34,262,489	104%	93%	92%	0	0	7.3	0 > 200
	Feb	137%	7.4	3	1	447	0	1,227	0	\$ 35,411,980	102%	91%	92%	1	0	24.5	1 > 200
	Mar	40%	7.3	0	0	10,010	0	1,256	2	\$ 34,352,969	104%	90%	92%	0	23	27.9	3 > 200
	Apr	0%	6.9	0	0	121	0	1,331	13	\$ 35,108,854	103%	89%	88%	1	30	32.7	1 > 200
	May	0%	7.3	0	0	4,028	0	1,461	0	\$ 35,110,453	102%	89%	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%	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%	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%	1	0	13.0	4 > 200
	Sept	21%	6.9	0	0	50; 0	0	1,221	4	\$ 35,344,038	100%	86%	75%	0	0	14.0	5 > 200
	Oct	14%	7.7	0	0	3,610; 0	0	1,156	11	\$ 35,398,326	93%	94%	100%	0	0	4.1	2 > 200
Consecutive Months at Green		0	137	8	0	1	3	121	3	136	0	21	58	1	2	4	0
Metric Owner		O'Neill	Pugsley	Dean	Dean	Dean	Pugsley	Pugsley	Dean	Fraraccio	Fraraccio	Fraraccio	Dean	Dean	Bains	Howard	Howard

## Metric

Public Education  
Sewage Spilled  
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).  
In our collection system, we had 3 sewage spills resulting in 3,610 gallons of sewage being spilled. None of these spills impacted surface waters. See Engineering Report for additional details.  
Kris has comprehensively revised how he is tracking performance of capital projects. Because we are using a new approach and we could not back-calculate this metric, I have deleted the old values but not the old colors. See Kris' report for more information.  
Over 11 inches of rain fell at LRD in October. Significant rains combined with a saturated watershed produced significant runoff (e.g., average flows @ Lainhart Dam = 240 cubic feet per second (cfs); S-46 flood control releases = 268 cfs) that depressed salinity in the estuary where seagrasses normally thrive. See Bud's report for more info.  
Two sites (station 60 near Pennock Point and station 95 in Jupiter Farms) had fecal coliform bacteria concentrations that exceeded 200 cfu/100ml. These elevated values continue to be driven by the very wet conditions impacting this portion of the watershed. See Bud's report for additional details.



# Loxahatchee River District

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

## MEMORANDUM

TO: Governing Board  
FROM: Administration Staff  
DATE: November 10, 2020  
SUBJECT: Consent Agenda

All items listed below are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless requested by a Board Member or citizen, in which event, the item will be removed and considered under the regular agenda.

This month's consent agenda consists of the following items:

- A. Preliminary Assessment: Island Country Estates (Resolution 2020-13)
- B. Safety Policy 4.3.22 – to approve policy revision
- C. Odor Control Study – to approve contract
- D. Lift Station Fall Protection – to award contract
- E. Fixed Asset Disposal – to approve disposal
- F. 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 November 19, 2020 as presented.”**

Signed,

D. Albrey Arrington, Ph.D.  
Executive Director

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**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 November 12, 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, three (3) Exhibit "A" Preliminary Assessment Roll, & Exhibit "B" Map & three (3) most recent lists 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 DECEMBER 17, 2020. Preparation is necessary of the Notice to be published and mailed out by Friday, DECEMBER 4, 2020.

A SUGGESTED MOTION for the Board at the NOVEMBER 19, 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 **17<sup>th</sup> day of December, 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 **December 17, 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 **19<sup>th</sup>** day of **November, 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 - 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 **\$22,637.91** 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 **\$20,955.31** assessment may be paid, interest free, at the office of the District on or before May 1, 2022.

**Owners who do not pay the \$20,955.31 assessment on or before May 1, 2022 shall have the \$20,955.31 principal added to the tax roll as a non-ad valorem assessment to accrue interest, beginning October 1, 2021, at six and seven eighths percent (6.875%) per annum, to be collected in twenty (20) equal annual installments of \$1,952.22, 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 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 **\$16,326.91** 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 **\$15,275.41** assessment may be paid, interest free, at the office of the District on or before May 1, 2022.

**Owners who do not pay the \$15,275.41 assessment on or before May 1, 2022 shall have the \$15,275.41 principal added to the tax roll as a non-ad valorem assessment to accrue interest, beginning October 1, 2021, at six and seven eighths percent (6.875%) per annum, to be collected in twenty (20) equal annual installments of \$1,427.91, 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 **\$10,514.97** 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 **\$9,463.47** assessment may be paid, interest free, at the office of the District on or before May 1, 2022.

**Owners who do not pay the \$9,463.47 assessment on or before May 1, 2022 shall have the \$9,463.47 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 \$884.62, 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

## 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



## SIMPLEX Page 1 of 2

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 Page 2 of 2

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

# 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.  
TRAVIS BAINS, CSO, ENS, SAFETY COMPLIANCE OFFICER  
DATE: NOVEMBER 10, 2020  
SUBJECT: SAFETY POLICIES UPDATE – SECTION 4.3.22

The District's Safety Policy, i.e., Employee Safety Manual, is a summary of the safety-related policies, procedures, and practices that are binding upon Loxahatchee River District and District personnel. Our Employee Safety Manual is generally brought to the Governing Board for a comprehensive review every two years. Additionally, staff present suggested revisions on an as needed basis. The policy was last approved by the Governing Board on March 21, 2019.

This month staff is seeking to revise Section 4.3.22 Portable Fire Extinguishers. On the following pages, we have provided a clean version of the revised policy and a marked-up version showing proposed revisions in red-line format.

We believe these revisions improve our safety policies, and we recommend your approval of the following motion:

**“THAT THE DISTRICT GOVERNING BOARD ratify and approve the Loxahatchee River Environmental Control District's Employee Safety Manual Section 4.3.22 as revised with an effective date of November 20, 2020, and authorize the District's Executive Director to update the Employee Safety Manual from time to time, and periodically present it to the Governing Board for ratification and approval.”**

#### **4.3.22     Portable Fire Extinguishers (CLEAN VERSION)**

An important part of fire safety is knowing where to find fire extinguishers and knowing how to use them if needed. Fire extinguishers are intended to provide a first aid attack on any small, incipient fire. Only trained employees should attempt to extinguish a fire, in no event should any untrained or inexperienced person try to fight a fire with an extinguisher.

The LRECD maintains portable fire extinguishers throughout the District as required and appropriate. You must be aware of portable fire extinguisher locations in proximity to your workspaces. Maps of portable fire extinguisher locations are available on the District's safety intranet page – [Building Layouts](#).

LRECD primarily uses Multi-Purpose ABC Type Fire Extinguishers. These are for use on all A, B, or C type fires. The District maintains carbon dioxide (CO<sub>2</sub>) extinguishers in locations where an electrical fire might occur involving sensitive, high-value electrical equipment like computers and network gear. A carbon dioxide extinguisher can be used on both Class B or C fires, it leaves no residue, is non-conductive, and is a non-contaminating gas.

The LRECD, through coordination by the Safety Officer, provides annual fire extinguisher training. Refer to [Fire Protection and Fire Extinguisher Program](#) for training resources.

#### 4.3.22 Portable Fire Extinguishers (MARKED-UP VERSION)

An important part of fire safety is knowing where to find fire extinguishers and knowing how to use them if needed. ~~Refer to Safety Intranet (Building Layout) to be familiarized with the locations of Fire Extinguishers throughout the District.~~

##### **PURPOSE OF PORTABLE FIRE EXTINGUISHERS**

~~The purpose of f~~Fire extinguishers are intended ~~is~~ to provide a first aid attack on any small, incipient fire. Only trained employees should attempt to extinguish a fire, in no event should any untrained or inexperienced person try to fight a fire with an extinguisher. ~~They are It is designed to extinguish small kitchen type or trashcan fires. The LRECD, through coordination with the Safety Officer, will provide employees annual training on fire extinguisher use.~~

The LRECD maintains portable fire extinguishers throughout the District as required and appropriate. You must be aware of potable fire extinguisher locations in proximity to your workspaces. Maps of potable fire extinguisher locations are available on the District's safety intranet page – Building Layouts.

**~~TYPES OF EXTINGUISHERS~~**—LRECD primarily uses Multi-Purpose ABC Type Fire Extinguishers. These are for use on all A, B, or C; type fires. ~~There are~~The District maintains a few Halon type C~~carbon D~~dioxide (CO<sub>2</sub>) extinguishers in locations where an ~~computer-supported areas but are very limited in placement due to the environmental concern nature of the equipment it serves.~~electrical fire might occur involving sensitive, high-value electrical equipment like computers and network gear. A carbon dioxide extinguisher can be used on both Class B or C fires, it leaves no residue, is non-conductive, and is a non-contaminating gas. ~~surrounding the discharge of this chemical agent.~~

The LRECD, through coordination by~~with the Safety Officer, will provides~~ employees annual training on fire extinguisher training use. ~~Fire Extinguisher training shall be done annually and incorporate all LRECD employees, training shall consist of CBT, classroom, live fire training hands on training and drills.~~

Refer to Fire Protection and Fire Extinguisher Program for training resources.

# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

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



## MEMORANDUM

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

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

DATE: November 10, 2020

SUBJECT: Consultants Competitive Negotiation Act: WWTF Odor Control Study

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 was an Odor Control Improvements project to characterize odor sources, evaluate performance of existing odor treatment units and investigate opportunities for improvements to odor containment and treatment.

Staff recently completed the CCNA Final Section Process and ranked the following firms in order of preference.

**Carollo Engineers, Inc.**  
**Holtz Consulting Engineers, Inc.**  
**Baxter & Woodman, Inc.**

Staff engaged with the firm determined to be most qualified and negotiated the attached contract.

Staff recommend the following motion.

**“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to enter into the Contract for Professional Engineering Services for Odor control Improvements in the amount of \$99,454.00”**

Gordon M. Boggie  
Board Member

Dr. Matt H. Rostock  
Board Member

Stephen B. Rockoff  
Chairman

Harvey M. Silverman  
Board Member

James D. Snyder  
Board Member

## **CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES**

This 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 Carollo Engineers, Inc., a Delaware corporation (“Engineer”), in response to the District’s Request for Qualifications for “Engineering Services for Odor Control Improvements.”

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 Odor Control Improvements and solicited statements from qualified professional engineering firms to provide Services; and

WHEREAS, the District has selected Engineer to provide the Services and desires to enter into a 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**

Seven (7) months, See “Project Schedule” in Attachment A – Odor Control Improvements Study Scope of Work

### **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**

Attachment A – Odor Control Improvements Study Scope of Work

### **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 [All persons listed below shall have been included in the Qualification Statement]:

Elizabeth Fujikawa, PE– Principal-in-Charge  
Steve Glatthorn, PE– Project Manager  
Jeff Alband – Architect  
Mina Towandes – Project/Design Engineer (Site/Civil)  
Khalil Kharouz, PE – Project/Design Engineer (Mechanical)  
Mark Pellish, PE – Project/Design Engineer (Electrical)  
Joel Smason, PE – Project/Design Engineer (Structural)  
Not Applicable – Survey  
Rod Reardon, PE – Process Specialist  
Brian Graham, PE—Permitting/Operations Specialist

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. 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 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:

Carollo Engineers, Inc.  
Attn: Elizabeth Fujikawa, PE, Vice President  
2056 Vista Parkway, Suite 400  
West Palm Beach, FL 33411

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.

[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:**

**Carollo Engineers, Inc., a Delaware 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: \_\_\_\_\_



November 10, 2020

Mr. Kris Dean, P.E.  
Deputy Executive Director/Director of Engineering  
Loxahatchee River Environmental Control District (District)  
2500 Jupiter Park Drive  
Jupiter, FL 33458

Subject: Loxahatchee River District WWTF – Odor Control Improvements Study Scope of Work

Dear Mr. Dean:

We appreciate the opportunity to support the Loxahatchee River Environmental Control District with this proposal for an Odor Control improvements Study at the Loxahatchee River District WWTF.

We understand that the study will characterize odor sources, evaluate performance of existing odor control treatment units, investigate alternatives to improve odor containment, reduce odor generation and complaints, and determine capital and O&M costs, resulting in a selection of odor treatment technologies.

To meet these objectives, Carollo Engineers, Inc. (Carollo) will:

- Meet with District staff to gather a full understanding of project goals and history of issues.
- Review available drawings and data, particularly in those process areas related to identified odor sources.
- Develop and implement a sampling and testing program
- Conduct H<sub>2</sub>S monitoring within the WWTF for a period of two weeks.
- Collect air samples at various odor sources for odor panel analysis and Reduced Sulfur Compounds (RSC).
- Conduct Air Dispersion Modeling for the existing baseline conditions and for the improvements.
- Evaluate the condition and performance of the existing odor control treatment units.
- Develop and evaluate odor control alternatives.
- Provide recommendations for odor mitigation.
- Prepare comparative cost estimates (capital and operating) for odor improvement alternatives.
- Prepare a Report of Findings.

#### **Project Approach and Proposed Scope of Work**

The following proposed scope of work and level of effort is based on information included in the RFQ, our discussions with the District staff, experience at other similar facilities and our best estimate of what is needed to accomplish the project objectives.

### Task 1 – Meetings

Carollo will meet with the District staff to discuss and review the goals, expectations, and schedule for the project. The following meetings are proposed:

1. Kick-off/scoping meeting. Our team will discuss objectives and goals of the project, and request and gather existing information.
2. Meeting to present and discuss sampling and testing program.
3. Meeting to present and discuss sampling and testing, and air dispersion modeling results
4. Meeting to present and discuss report findings and recommendations.

### Task 2 – Review Conditions of Existing WWTF and Prepare Test Protocol

Our team will review existing information related to the WWTF process odor sources including:

- Relevant drawings for the WWTF and associated odor treatment units.
- Available records relating to odor quantifications and complaints including:
  - Historical odor complaints records
  - Chemical usage in collection systems
  - H<sub>2</sub>S and other odorous compounds monitoring data from existing odor control systems and around plant
  - Previous engineering studies/reports related to control of odors.
  - Relevant WWTF operational data (historical and projected flows, plant loading, operational guidelines, etc.).

Carollo will prepare a preliminary Test Protocol using information gathered during the first site visit and meeting. The protocol will include a brief description of the test methods and procedures, proposed sampling locations, test schedule and analyses to be performed.

### Task 3 – Perform Sampling and Testing and perform Operational Assessment

#### Subtask 3.1 Conduct Collection System Sampling and Testing Program.

The scope of work for this task is based on the following assumptions:

1. One round of testing will be conducted preferably during warm weather conditions.
2. Carollo will monitor H<sub>2</sub>S concentrations and collect air samples using Tedlar bags for Reduced Sulfur Compounds (RSC) at the following proposed locations.
  - Headworks odor scrubber inlet and outlet
    - Odalog Continuous H<sub>2</sub>S sampling at **inlet** (two weeks)
    - Drager tube instantaneous H<sub>2</sub>S readings at **outlet** at multiple intervals per day (4 days)
    - Tedlar bag sample RSC (1 sample one day only)
    - Tedlar bag sample DT/OU (1 sample one day only)
  - Equalization tanks 1 and 2 odor scrubbers' **inlet**
    - Odalog Continuous H<sub>2</sub>S sampling at **inlet** (two weeks)
    - Tedlar bag sample RSC (1 sample one day only)
    - Tedlar bag sample DT/OU (1 sample one day only)

Page 3

- Sludge storage tank odor scrubber inlet and outlet
    - Odalog Continuous H2S sampling at **inlet** (two weeks)
    - Drager tube instantaneous H2S readings **outlet** at multiple intervals per day (4 days)
    - Tedlar bag sample RSC (1 sample one day only)
    - Tedlar bag sample DT/OU (1 sample one day only)
  - Belt Press building ventilation **inlet** exhaust
    - Odalog Continuous H2S sampling at **inlet** (two weeks)
    - Drager tube instantaneous H2S readings **inlet of fan** at multiple intervals per day (4 days)
    - Tedlar bag sample RSC (1 sample one day only)
    - Tedlar bag sample DT/OU (1 sample one day only)
  - Secondary clarifiers surface perimeters
    - Drager tube instantaneous H2S readings at multiple intervals per day (4 days)
    - Tedlar bag sample DT/OU (1 sample one day only)
  - Aeration basins surface perimeters
    - Drager tube instantaneous H2S readings at multiple intervals per day (4 days)
    - Tedlar bag sample DT/OU (1 sample one day only)
  - Effluent water ponds surface perimeters
    - Drager tube instantaneous H2S readings at multiple intervals per day (4 days)
    - Tedlar bag sample DT/OU (2 samples one day only)
  - Vac dump pit surface perimeter
    - Drager tube instantaneous H2S readings at multiple intervals per day (4 days)
    - Tedlar bag sample DT/OU (1 sample one day only)
  - Qty. 4 Plant Lift Stations
    - Drager tube instantaneous H2S readings at multiple intervals per day (4 days)
    - Tedlar bag sample RSC (1 sample one day only)
  - RAS Pits
    - Drager tube instantaneous H2S readings at multiple intervals per day (4 days)
    - Tedlar bag sample RSC (1 sample one day only)
3. Air flow rates will be measured using hot wire anemometer to each of the operating odor control systems and ventilation systems of the odorous sources, where possible.
  4. Inspection of operation methods and equipment condition assessment.
  5. Assessment of existing containment and ventilation system at odorous process areas.

Carollo will be on-site to install the data loggers and collect air samples. The testing will include the following:

- OdaLog/Acrulog H2S data loggers and Drager tubes will be used to continuously monitor and log H2S concentrations at proposed locations. The data loggers will be used to log diurnal H2S concentration measurements to determine peak and average H2S concentrations.
- Tedlar bags will be used to collect air samples which will be sent to St. Croix Sensory for odor panel analysis and to Mayfly Labs for reduced sulfur compound (RSC) analysis.
- Air sampling will be conducted in accordance with industry standard sampling techniques. Carollo will provide all labors, sampling devices, tools, instruments, and laboratory analyses for this work.

### Subtask 3.2 – Air Dispersion Modeling

Data collected along from the sampled process **areas along with air flow rates from the process equipment where air flow rates can be measured and available**, will be used to determine the odor and H<sub>2</sub>S emission rates from the processes and as input to the air dispersion modeling program. Odor dispersion modeling will be used to simulate off-site impacts of the odor emissions from the WWTF processes and to determine any off-site impacts of the recommended odor improvements.

### Task 4 – Analysis and Presentation of Testing Results

Carollo will compile, analyze, evaluate, and summarize the results of the sampling and testing data and the odor dispersion modeling.

Carollo will meet with District staff to review and discuss the results and preliminary conclusions, based on the data.

### Task 5 – Investigation and Evaluation of Odor improvements

Our team will develop alternatives for mitigating odors in the priority areas. The alternatives will define odor control goals and potential odor control technologies. Vapor phase odor treatment technologies will be evaluated. Alternative operating and maintenance modifications related to minimizing odor and corrosion may also be developed, if appropriate.

Our team will evaluate selected alternatives to determine expected effectiveness, estimate capital and operating costs, and other relevant factors. The selected alternatives or improvements will be determined based on the results of the evaluations and discussions with District staff.

### Task 6 - Development of Odor Control Engineering Report

Our team will prepare a draft Odor Control Engineering Report based on the results of the evaluations and discussions with the District staff, which will include the following:

- Introduction
- Description of odor evaluation methodology
- Detailed description of odor sampling and testing results
- Evaluation of selected odor control alternatives
- Conclusions and recommendations.
- Budget level capital and operating cost estimates for recommended odor improvements

Our team will meet with the District staff to discuss the draft report. Following the review of the draft report and comments from the District staff, a final report will be prepared and submitted to the District.

### Project Schedule

Carollo understands that timing is of the essence on this project and our team is prepared to start immediately. The overall time period to complete the work is 7 months.

Mr. Kris Dean, P.E.  
Deputy Executive Director/Director of Engineering  
November 10, 2020

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### Proposed Fees

We propose to conduct the work for the total lump sum fee of \$99,454. Payment will be billed to the District based on the hourly rates shown in Attachment A. Attachment A provides the level of effort estimated for each task.

Additional testing where required can be provided based on time and materials at the following costs:

Labor hour: \$170/hr

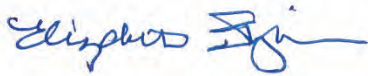
DT samples: \$400/sample (lab analysis)

RSC samples: \$400/sample (Lab analysis)

We appreciate the opportunity to continue to support you with this important project and look forward to working with the District. Please let us know if you have any questions.

Sincerely,

CAROLLO ENGINEERS, INC.



Elizabeth Fujikawa, P.E.  
Vice President

# 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.

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

DATE: November 12, 2020

SUBJECT: Award of Construction Contract: Lift Station Fall Protection Improvements

This is a construction project to provide fall protection at all existing lift stations in our transmission system. Fall protection will consist of a pedestrian rated grate installed below the wetwell lid. The grate will allow access and maintenance of wetwell equipment excluding pump removal or maintenance requiring entry into the wetwell. In both excluded instances other precautions will be taken to reduce the risk of a fall.

Baxter & Woodman's recommendation of award and bid details are attached, recommending award to Florida Design Drillers, Corp.

Staff recommend the following motion:

**“THAT THE DISTRICT GOVERNING BOARD award the Lift Station Fall Protection Improvements construction contract to Florida Design Drillers, Corp. in the amount of \$297,000.00 and a contingency in the amount of \$29,700.00.**

Gordon M. Boggie  
Board Member

Dr. Matt H. Rostock  
Board Member

Stephen B. Rockoff  
Chairman

Harvey M. Silverman  
Board Member

James D. Snyder  
Board Member

November 12, 2020

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

**Subject: Loxahatchee River Environmental Control District  
Lift Station Fall Protection Improvements Project  
Recommendation of Award**

Dear Mr. Dean:

On Thursday, November 5, 2020 at 2:00 P.M., bids were opened by the Loxahatchee River District for the Lift Station Fall Protection Improvements project. Six (6) bids were received as follows:

<u>Name of Bidder</u>	<u>Total Base Bid Price</u>
1. Florida Design Drilling Corp.	\$297,000.00
2. Boromei Construction	\$341,500.00
3. Intercounty Engineering	\$355,278.00, as-read \$355,335.00, <i>as-corrected</i>
4. Hinterland Group	\$542,000.00
5. Foster Marine Contractors	\$365,000.00
6. Florida Design Contractors	\$542,000.00

We have reviewed the bid proposals submitted by each of the Contractors and found a small mathematical error with Intercounty Engineer's bid, as noted above. All other bids submitted were not found to have any mathematical errors. The Bid Tabulation Sheet is attached.

The following summarizes our findings for the low bidder:

**Florida Design Drilling Corp.**

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

Baxter & Woodman, has contacted references for Florida Design Drilling Corp. and has received satisfactory feedback. It appears that Florida Design Drilling Corp. should be able to complete a project of this size based on past working experience in South Florida. They also have the required equipment

and manpower available to complete the project. Florida Design Drilling Corp. is the lowest responsive bidder with a base bid price of \$297,000.00.

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

Sincerely,

BAXTER & WOODMAN, INC.  
CONSULTING ENGINEERS



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



**LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT  
LIFT STATION FALL PROTECTION IMPROVEMENTS PROJECT**

**BID DATE 11/5/20 @ 2:00 P.M.**

**BID TABULATION SHEET**

				Florida Design Drilling		Boromei Construction	
Item #	Description	Est. Qty.	Units	Price Bid	Total	Price Bid	Total
1	Mobilization, Insurance and Bonds (8%)	1	LS	\$23,760.00	\$23,760.00	\$25,000.00	\$25,000.00
2	Maintenance of Traffic	1	LS	\$1,000.00	\$1,000.00	\$25,000.00	\$25,000.00
3	Access Hatch Safety Improvements						
	Fall Protection Detail 1A	162	EA	\$1,360.00	\$220,320.00	\$1,500.00	\$243,000.00
	Fall Protection Detail 1B	23	EA	\$1,200.00	\$27,600.00	\$1,200.00	\$27,600.00
	Fall Protection Detail 2	6	EA	\$1,200.00	\$7,200.00	\$800.00	\$4,800.00
	Fall Protection Detail 3	1	EA	\$1,200.00	\$1,200.00	\$1,500.00	\$1,500.00
	Fall Protection Detail 4	6	EA	\$1,360.00	\$8,160.00	\$1,100.00	\$6,600.00
	Fall Protection Detail 5	2	EA	\$1,360.00	\$2,720.00	\$1,000.00	\$2,000.00
4	Cover With Integrated Safety Grate (Detail 6)	2	EA	\$1,920.00	\$3,840.00	\$2,500.00	\$5,000.00
5	Retrofit Safety Net (Detail 7)	1	EA	\$1,200.00	\$1,200.00	\$1,000.00	\$1,000.00
<b>TOTAL BASE BID PRICE</b>					<b>\$297,000.00</b>		<b>\$341,500.00</b>
<i>As-Read</i>							

**LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT  
LIFT STATION FALL PROTECTION IMPROVEMENTS PROJECT**

**BID DATE 11/5/20 @ 2:00 P.M.**

**BID TABULATION SHEET**

				Intercounty Engineering		Hinterland Group	
Item #	Description	Est. Qty.	Units	Price Bid	Total	Price Bid	Total
1	Mobilization, Insurance and Bonds (8%)	1	LS	\$28,448.00	\$28,448.00	\$15,000.00	\$15,000.00
2	Maintenance of Traffic	1	LS	\$12,174.00	\$12,174.00	\$10,000.00	\$10,000.00
3	Access Hatch Safety Improvements						
	Fall Protection Detail 1A	162	EA	\$1,610.00	\$260,820.00	\$1,700.00	\$275,400.00
	Fall Protection Detail 1B	23	EA	\$1,285.00	\$29,555.00	\$1,750.00	\$40,250.00
	Fall Protection Detail 2	6	EA	\$1,090.00	\$6,540.00	\$1,600.00	\$9,600.00
	Fall Protection Detail 3	1	EA	\$1,404.00	\$1,404.00	\$1,700.00	\$1,700.00
	Fall Protection Detail 4	6	EA	\$1,230.00	\$7,380.00	\$2,400.00	\$14,400.00
	Fall Protection Detail 5	2	EA	\$1,290.00	\$2,580.00	\$2,400.00	\$4,800.00
4	Cover With Integrated Safety Grate (Detail 6)	2	EA	\$2,467.00	\$4,934.00	\$7,500.00	\$15,000.00
5	Retrofit Safety Net (Detail 7)	1	EA	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00
<b>TOTAL BASE BID PRICE</b>					<b>\$355,335.00</b>		<b>\$388,650.00</b>
<i>As-Read</i>					<i>\$355,278.00</i>		

**LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT  
LIFT STATION FALL PROTECTION IMPROVEMENTS PROJECT**

**BID DATE 11/5/20 @ 2:00 P.M.**

**BID TABULATION SHEET**

				<b>Foster Marine Contractors</b>		<b>Florida Design Contractors</b>	
<b>Item #</b>	<b>Description</b>	<b>Est. Qty.</b>	<b>Units</b>	<b>Price Bid</b>	<b>Total</b>	<b>Price Bid</b>	<b>Total</b>
1	Mobilization, Insurance and Bonds (8%)	1	LS	\$31,900.00	\$31,900.00	\$35,000.00	\$35,000.00
2	Maintenance of Traffic	1	LS	\$34,700.00	\$34,700.00	\$80,000.00	\$80,000.00
3	Access Hatch Safety Improvements						
	Fall Protection Detail 1A	162	EA	\$1,670.00	\$270,540.00	\$1,700.00	\$275,400.00
	Fall Protection Detail 1B	23	EA	\$1,240.00	\$28,520.00	\$1,820.00	\$41,860.00
	Fall Protection Detail 2	6	EA	\$1,530.00	\$9,180.00	\$1,600.00	\$9,600.00
	Fall Protection Detail 3	1	EA	\$2,850.00	\$2,850.00	\$1,624.00	\$1,624.00
	Fall Protection Detail 4	6	EA	\$1,630.00	\$9,780.00	\$1,652.00	\$9,912.00
	Fall Protection Detail 5	2	EA	\$1,675.00	\$3,350.00	\$1,630.00	\$3,260.00
4	Cover With Integrated Safety Grate (Detail 6)	2	EA	\$2,545.00	\$5,090.00	\$3,200.00	\$6,400.00
5	Retrofit Safety Net (Detail 7)	1	EA	\$2,850.00	\$2,850.00	\$1,750.00	\$1,750.00
<b>TOTAL BASE BID PRICE</b>					<b>\$398,760.00</b>		<b>\$464,806.00</b>
<i>As-Read</i>							

# 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: November 13, 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:

## Schedule 1: Tangible Personal Property Disposals

Tag #	F/A #	Description	Condition	Date Recorded	Acquired Value	Book Value	Estimated Value
18667	MCE30-1	Hydrolab DS3 Datasonde	Not Operational	09/30/93	\$ 5,548	\$ -	\$ 100
N/A	MCE30-2	Repair of Datasonde 3	N/A	09/30/09	2,036	-	-
18668	MCE31-1	Hydrolab DS3 Datasonde	Not Operational	09/30/93	5,548	-	100
N/A	MCE31-2	Repair of Datasonde 3	N/A	09/30/09	1,026	-	-
2615	N/A	Dell Precision Desktop	Not Operational	09/30/11	1,249	-	5
2626	N/A	Dell Precision Desktop	Not Operational	09/30/11	1,249	-	5
2644	N/A	Dell Precision Desktop	Not Operational	09/30/11	795	-	5
2647	N/A	Dell Precision Desktop	Not Operational	09/30/11	1,200	-	5
2648	N/A	Dell Precision Desktop	Not Operational	09/30/11	795	-	5
2660	N/A	Dell Precision Desktop	Not Operational	09/30/11	795	-	5
2672	N/A	Dell Precision Desktop	Not Operational	09/30/11	795	-	5
2688	N/A	Dell Optiplex Desktop	Not Operational	09/30/12	517	-	5
2892	N/A	Dell Precision Desktop	Not Operational	09/30/17	856	-	5
2893	N/A	Dell Precision Desktop	Not Operational	09/30/17	856	-	5
2895	N/A	Dell Precision Desktop	Not Operational	09/30/17	856	-	5
<b>Total Assets to be Disposed</b>					<b>\$ 24,120</b>	<b>\$ -</b>	<b>\$ 255</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.

The schedule of assets on the following page are slated for disposal because they were decommissioned during the previous fiscal year as part of renewal and replacement projects. These items were replaced because they failed, were in jeopardy of failing, or were part of a broader project.

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

## Schedule 2: Renewal and Replacement Disposals

FA ID #	Description	Acquired Date	Number of Years Anticipated	Acquired Value	Book Value
ME0390-1	GEO BEACON RECEIVER	09/30/08	3	\$ 1,525	\$ -
DLS53-1	LS #4 - MAPLEWOOD GOLF CLUB	01/01/85	25	23,111	-
DLS12-1	LS #30 - JONATHAN'S LANDING	04/01/79	25	26,667	-
DLS29-1	LS #45 - HERITAGE OAKS	04/01/81	25	11,111	-
ME230-1	PLANT LIGHTING 94/95	09/30/95	5	6,113	-
ME250-1	95/96 PLANT LIGHTING	09/30/96	5	8,920	-
CTLS49-1	EGANFUSKEE GRINDER	09/30/89	25	5,284	-
				\$ 82,732	\$ -

Items slated for disposal that have remaining value will be sold on GovDeals or sold as scrap metal. Items slated for disposal that have no remaining value will be recycled or otherwise disposed of in an environmentally conscious manner.

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

I offer the following motion for your approval:

**“THAT THE GOVERNING BOARD authorize the Executive Director to dispose of tangible personal property included in Schedule 1: Tangible Personal Property Disposals and the assets listed in Schedule 2: Renewal and Replacement Disposals above.”**

# 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

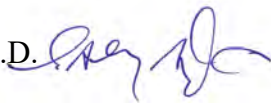
2500 Jupiter Park Drive, Jupiter, Florida 33458-8964

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

## MEMORANDUM

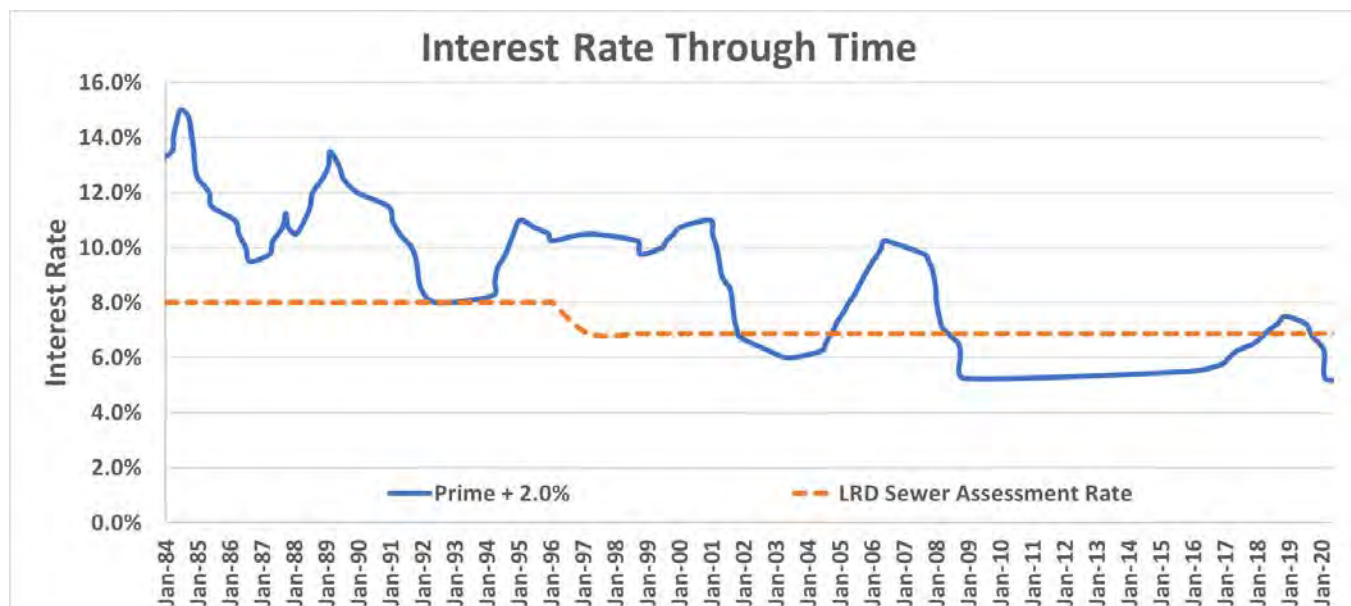
TO: GOVERNING BOARD  
FROM: D. ALBREY ARRINGTON, Ph.D.   
DATE: NOVEMBER 6, 2020  
SUBJECT: RULE 31-11 SPECIAL ASSESSMENTS

Last month the Board implemented revisions to Rule [Chapter 31-11, Special Assessments](#) and asked staff and legal counsel to look further into the potential of retroactively revising our special assessment interest rate. This month we are back to continue the discussion of revising our special assessment interest rate, including economic and practical considerations.

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%. In the chart 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 for early payment. 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%.

Revision of our assessment interest rate to the current Wall Street Journal Prime Rate + 2.0% (5.25% based on today's rates) will decrease our assessment revenue by approximately \$151,000 in Fiscal Year 2021 and \$2,250,000 over the next 20 years (assuming interest rates remain fixed at 5.25%). A rate increase of 0.75% applied to our quarterly sewer rates would offset the lost revenue, if needed.

On the following pages Mr. Shenkman has provided his legal opinion as to the retroactive adjustment of special assessment interest rates as raised at your October meeting.



Gordon M. Boggie  
Board Member

Dr. Matt H. Rostock  
Board Member

Stephen B. Rockoff  
Chairman

Harvey M. Silverman  
Board Member

James D. Snyder  
Board Member

In addition to the no change option (i.e., leave our special assessment interest rate unchanged at 6.875%), I offer the following concepts to generate discussion regarding the potential revision our special assessment interest rate:

If you desire to revise our special assessment interest rate, we need to consider the following:

- a. What interest rate should be used? If the Board desires to revise our special assessment interest rate, I suggest we use Wall Street Journal Prime Rate plus two (2.0) percent (currently 5.25%) or 8%, whichever is less.
- b. Which special assessments should be affected? It appears we could apply the new special assessment interest rate to two potential groups of assessments:
  - i. all new (prospective) special assessments implemented after a Board-defined effective date
  - ii. all existing special assessment outstanding balances upon the effective date, i.e., all prospective special assessment interest calculations.
- c. What effective date should be used?
  - i. One option would be to use an effective date of 10/1/2020, i.e., the start of our fiscal year. If we take this approach, then any new special assessments implemented on or after 10/1/2020 would have the revised interest rate and any prior special assessments with a balance remaining on 10/1/2020 would have future interest calculated at the revised interest rate. If we take this approach, we would need to reimburse 5 to perhaps 10 customers that paid off their special assessment balance between 10/1/2020 and the present, with total reimbursements equaling less than \$100.00
  - ii. An alternate option would be to use an effective date of one day after the Board action revising the special assessment interest rate. If we take this approach, we would need to calculate FY2021 interest using 6.875% for the period 10/1/2020 to the effective date and 5.25% for the period from the effective date to 9/30/2020 or the payoff date, whichever comes first. This would be a slightly more cumbersome approach for staff to implement.
- d. In any of these cases, my assumption is that we would maintain the equal annual assessment payments, with the lower interest rate causing the assessments to be paid off sooner than anticipated with the 6.875% interest rate. This notion is in compliance with our Enabling Act, which states “*all assessments shall be payable in equal annual installments*”.

While these particulars can seem challenging, I encourage the Board to keep the big picture in mind. Do you desire to revise our special assessment interest rate? If so, what interest rate do you prefer, and to whom should it apply?

Our Enabling Act places the following constraints on assessments: payable in equal annual installments; interest not exceeding 8 percent per annum; duration not exceeding 40 years; and any assessment may be paid at any time before due, together with interest accrued thereon to the date of payment.

This month I am not seeking Board action. If the Board desires to pursue any of these changes, I will return next month with a draft motion and proposed revisions to Rule, Chapter 31-11 for your consideration.

# Curtis Shenkman, P.A.

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

November 5, 2020

Dr. Albrey Arrington, Executive Director  
Loxahatchee River District  
2500 Jupiter Park Drive  
Jupiter, FL 33458

RE: Retroactive application of an interest rate change that only benefits one previous assessment area and not all the other previous assessment areas.

Dear Dr. Arrington:

At the October Board meeting, the Board requested legal counsel research on the limitations of retroactive application of interest rates on assessments.

The first threshold issue is retroactivity. The Ex Post Facto Clause, contained in Article I, Section 9, Clause 3 of the Constitution, provides: “No . . . ex post facto Law shall be passed.” The phrase “ex post facto,” Latin for “after the fact,” refers to laws that apply retroactively. While the Ex Post Facto Clause on its face might appear to bar all retroactive legislation, courts have applied the Clause only to penal laws. The States Constitution also prohibits administrative agencies from imposing any form of penalty without specific legislative authority. West's F.S.A. Const. Art. 1, § 18. However, a Special District may retroactively confer a benefit on a party. In this circumstance, decreasing the interest rate retroactively is within the Board's power. However, the trend is for legislative bodies to avoid retroactivity. This is due to public policy reasons of the confusion and uncertainty retroactivity can create.

The second deeper issue, is the retroactive, non-uniform, application to a special class. The Florida Supreme Court stated that special assessments must be uniform and imposed upon land subject thereto, so that burden on every parcel will bear **just proportion** to that imposed on other parcels **similarly situated**. Lainhart v. Catts, 75 So. 47 (Fla. 1917). “And though a court may recognize valid alternative methods of apportionment, so long as the legislative determination by the City is **not arbitrary**, a court should not substitute its judgment for that of the local legislative body.” Donovan v. Okaloosa County, 82 So. 3d 801, 814 (Fla. 2012), quoting (City of Winter Springs, 776 So.2d at 259).

In summary, the test for legally sufficient assessments is that it is **equitably apportioned** and **not arbitrary**. Citizens Advocating Responsible Env. Sols., Inc. v. City of Marco Island, 959 So. 2d 203, 205 (Fla. 2007). Any differences between the treatment of property types must be based upon reasonable and appropriate differences existing between these properties. Donovan v. Okaloosa County, at 814 (Fla. 2012).

If the Loxahatchee River District does decide to decrease the interest rate retroactively, then it should be uniformly applied across the District for similarly situated properties. If applied to just one assessment area, then expect the other assessment areas to request the same uniform treatment and retroactive application as well. The Board could be hard pressed to have a valid legal reason why the assessment area not given the benefit of the retroactive application of the interest rate, is sufficiently a different class to justify being treated differently and why it is not arbitrary.

“A special assessment is imposed upon the theory that the portion of the community that is required to bear it receives some special or peculiar benefit in the enhancement of value of the property against which it is imposed as a result of the improvement made with the proceeds of the special assessment.” Desiderio Corp. v. City of Boynton Beach, 39 So. 3d 487 (Fla. 4th DCA 2010).

The LRD services a large area and has accomplished the majority of the neighborhood sewerage in a fair and uniform manner. Thus, uniformity and equal treatment is necessary to effectuate the continued governance as efficiently as possible for the rate payers. The precedent set is many ratepayers for many years have paid and benefited from the legally sufficient assessments uniformly applied by the LRD.

In summary, although uniform retroactive application is legal, it is not favored. We do not recommend any form of non-uniform retroactive application, because of the difficulty in legal justifications for specially benefited properties over those other properties which do not receive the benefit.

Please contact me if you have any questions.

Kind Regards,

*Curtis Shenkman*

Curtis Shenkman, Esq.

Cc: Hunter Shenkman, Esq (co-author)

Bud Howard

Kara Fraraccio

# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

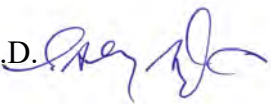
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D. Albrey Arrington, Ph.D., Executive Director

## MEMORANDUM

TO: GOVERNING BOARD  
FROM: D. ALBREY ARRINGTON, Ph.D.   
DATE: NOVEMBER 12, 2020  
SUBJECT: ENABLING ACT AMENDMENT

At your July 16, 2020 meeting, the Governing Board approved the following motion:

*“That the Governing Board directs the Executive Director and legal counsel to begin drafting revisions to the District’s Enabling Act to include clarification of our powers and authority, including (1) to preserve and protect the natural systems in the District; (2) to lease or license any District property to any non-governmental entity; (3) to conduct environmental education to promote protection and preservation of the Loxahatchee River watershed; and (4) to conduct environmental research and restoration within the Loxahatchee River watershed.”*

In fulfillment of this direction, Mr. Shenkman and I have revised our Enabling Act and are working on the paperwork to have our draft, revised enabling act considered as a local bill. On the following pages, you will see drafts of the following documents: (1) cover letter to the legislative delegation, (2) 2021 Local Bill Summary Fact Sheet, (3) red-lined version of our draft enabling act. In order to expedite the legislative process, I have already provided an early version of these revisions to Representative Rick Roth and his legislative aide Sheri Healy. I have discussed the proposed revisions at length with Rep. Roth, and he is supportive. Sheri was able to have that version reviewed by Eric Miller, Policy Chief of the Local, Federal & Veterans Affairs Subcommittee. Mr. Miller provided valuable input including updates to various Florida Statutes.

Because there is a relatively short amount of time to work through the legislative process, I have sent a marked-up version of our Enabling Act to numerous relevant agency staff (e.g., Palm Beach County Parks, PBC Environmental Resources Management, PBC Water Resources, Martin County Engineering, Florida Farm Bureau, FL Dept. of Agriculture – Office of Water Policy, Department of Environmental Protection, Jupiter Inlet District, South Florida Water Management District, Town of Jupiter). Some of these agencies have offered written support for the proposed revisions, and I hope to receive additional support before we submit our local bill to the Legislative Delegation.

Mr. Shenkman and I believe these proposed revisions achieve the Board’s intent. I look forward to your review and discussion of these proposed revisions. If you desire staff to continue this process, which includes submitting these revisions as a local bill to the Palm Beach County Legislative Delegation, I encourage you to approve the following motion:

**“THAT THE DISTRICT GOVERNING BOARD authorizes Chairman Rockoff to sign the attached cover letter and directs the Executive Director and legal counsel to present the Enabling Act, as revised, and associated requirements to the Palm Beach County Legislative Delegation for consideration as a local bill in the 2021 legislative session.”**



# Loxahatchee River District

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

November 12, 2020

RE: Revisions to Loxahatchee River Environmental Control District Chapter 2002-358, Laws of Florida

Members of the Florida Legislature:

As we look forward to celebrating our 50<sup>th</sup> anniversary in 2021, the Governing Board of the Loxahatchee River Environmental Control District desires to revise Chapter 2002-358, Laws of Florida, i.e., the enabling act that created the Loxahatchee River Environmental Control District.

The Loxahatchee River Environmental Control District (aka Loxahatchee River District or LRD) is an independent, multi-county special district created by the Florida Legislature in 1971. It is governed by a five-member publicly elected Governing Board. In accord with our mission statement [*We are dedicated to protecting public health and preserving the Loxahatchee River watershed and its natural habitats through innovative wastewater solutions, research, and environmental stewardship.*], we operate an award-winning facility that collects wastewater from the community and recycles it for irrigation needs, preserving fresh water supplies for the National Wild & Scenic Loxahatchee River. By engaging the public with relevant and compelling environmental education opportunities, such as the River Center and Busch Wildlife Sanctuary, we foster stewardship among residents and visitors. As the leading authority on the Loxahatchee River, we also spearhead water quality studies and collaborate on river restoration projects.

The LRD Governing Board is requesting the Legislature approve the following conceptual revisions to our Enabling Act:

1. updating legal statutes;
2. converting some specific implied authority to explicit authority (environmental education and environmental monitoring), which are central to current perspectives on reversing and minimizing environmental impacts;
3. providing explicit authority to enter into a lease; and
4. providing greater public access to public-owned lands by providing explicit authority to allow passive outdoor recreation.

On the following pages you will find a summary fact sheet that provides specific details for each requested revision to our enabling act. Also, on the following pages, you will find letters of support for these proposed revisions from various local and regional agencies (e.g., Martin County, Palm Beach County, Florida Farm Bureau Federation). We are pleased with the work we have accomplished over the past 50 years, and we look forward to continued service to our community over the next 50 years.

We hope you will look favorably on our request.

---

Stephen B. Rockoff  
Governing Board Chairman

---

D. Albrey Arrington, Ph.D.  
Executive Director

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 Environmental Control District**

### **2021 Local Bill Summary Fact Sheet**

The Governing Board of the Loxahatchee River Environmental Control District desires to revise Chapter 2002-358, Laws of Florida, i.e., the enabling act that created the Loxahatchee River Environmental Control District.

The proposed revisions are as follows:

1. Lines 11-13 amends title to reflect proposed revisions identified below
2. Line 21 updates a Florida Statute reference
3. Lines 106-158 deletes proposed boundary text because the utility in question was purchased by another municipality, so this potential boundary is irrelevant today.
4. Line 168 updates a Florida Statute reference
5. Lines 395-397 updates publication requirements to comply with Chapter 50, Florida Statutes
6. Lines 583-585 updates publication requirements to comply with Chapter 50, Florida Statutes
7. Lines 651-653 updates publication requirements to comply with Chapter 50, Florida Statutes
8. Lines 744-746 updates publication requirements to comply with Chapter 50, Florida Statutes
9. Lines 807-808 converts implied authority to assess water quality, critical habitats, and environmental health in the Loxahatchee River watershed to an explicit authority. The LRD has been principally involved in monitoring water quality, seagrasses and oysters, and environmental health (fecal bacteria) in the Loxahatchee River watershed since at least 1991. These data are openly communicated to the public and other agencies (e.g., <https://loxahatcheeriver.org/river/>). Currently, SFWMD, DEP, USACE, and EPA all rely on water quality, seagrass, oyster, and fecal bacteria data collected, analyzed, and provide by the LRD. Thus, the proposed revision is simply seeking to have our environmental monitoring efforts explicitly included in our enabling act.
10. Line 811 corrects a typo revising “and” to “an”
11. Lines 959-962 converts an implied authority to conduct environmental education to an explicit authority. The LRD has conducted environmental education within our service area since the early 1990s when we partnered with the School District of Palm Beach County to operate the Marine Science Center. We have operated the Loxahatchee River Environmental Center, funded in part by the Legislature, in partnership with PBC Parks for over ten years. Thus, the proposed revision is simply seeking to have our environmental education efforts explicitly included in our enabling act.
12. Lines 963-966 converts an implied authority to conduct environmental enhancements to an explicit authority. The LRD has conducted targeted environmental enhancements within the watershed (e.g., oyster reef restoration in partnership with Martin County, Palm Beach County, and The Nature Conservancy). The LRD believes we can be a strong partner in advancing environmental enhancements within the Loxahatchee River watershed if the legislature adds this section as proposed. LRD absolutely is not seeking to take over CERP or other major restoration projects.
13. Lines 982-984 updates a Florida Statute reference
14. Lines 1020-1024 updates a Florida Statute reference
15. Lines 1032-1049 provides explicit authority to engage in lease with an entity other than a governmental agency. For over 22 years LRD has partnered, through a license agreement, with Busch Wildlife Sanctuary to provide increased environmental education and wildlife rehabilitation on LRD property. This proposed revision would clarify our authority to enter into such lease agreements and would expand our authority to enter into mutually beneficial public-private partnerships on property owned by the LRD.
16. Lines 1060-1067 updates the nomenclature for the South Florida Water Management District
17. Line 1077 corrects a typo on a Florida Statute reference



18. Line 1086 inserts an inferred Florida Statute reference
19. Lines 1106-1107 updates to the latest amendment date (presuming this revision is passed)
20. Lines 1114-1115 updates a Florida Statute reference
21. Lines 1119-1144 provides explicit authority to permit passive outdoor recreation on District lands and to limit District liability on such lands. LRD has partnered with Busch Wildlife Sanctuary to offer passive outdoor recreation at our wastewater treatment facility (2500 Jupiter Park Drive), and we are contemplating how we might offer passive outdoor recreation at our 20 acre property located between Riverbend Park and Cypress Creek. This proposed revision would clarify our authority to provide passive outdoor recreation on our property. Allowing passive outdoor recreation on publicly owned lands is a low-cost but high-value benefit to the public.

Chapter 2002-358, Laws of Florida

An act relating to the Loxahatchee River Environmental Control District, in portions of Palm Beach and Martin Counties, including the Town of Jupiter, Jupiter Inlet Colony, Juno Beach, and the Village of Tequesta, generally defined as the Loxahatchee River Basin; providing for codification; providing legislative intent; providing the district is an independent multicounty special district; providing district status and boundaries; providing for applicability of chapter 189, Florida Statutes, and other general laws; providing for the election of a five-member Board; providing powers and duties with regard to sewage disposal, solid waste management, discharge of storm drainage and water supply drainage, ~~and~~ water supply, environmental education, environmental enhancements, and passive outdoor recreation within the district; providing for the financing of the district, including the levying of ad valorem taxes if approved at a referendum; providing for liberal construction; codifying, amending, reenacting, and repealing special acts relating to the district; providing severability; providing an effective date.

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

Section 1. Pursuant to section ~~189.429~~ 189.019, Florida Statutes, this act constitutes the codification of all special acts relating to the Loxahatchee River Environmental Control District. It is the intent of the Legislature in enacting this law to provide a single,

comprehensive special act charter for the district, including all current legislative enactments and any additional authority granted by this act.

Section 2. Chapters 71-822, 75-475, 76-429, 76-431, 78-559, 78-561, 80-577, 86-429, 86-430, 88-506, 90-438, and 92-255, Laws of Florida, are codified, reenacted, amended, and repealed as herein provided.

Section 3. The Loxahatchee River Environmental Control District is re-created, and the charter for the district is re-created and reenacted to read:

Section 1. The Loxahatchee River Environmental Control District was created by chapter 71-822, Laws of Florida, as amended, and such creation is hereby ratified, confirmed, and approved. The status of the district is a multicounty independent special district of the state with a popularly elected Governing Board. This act may be known and cited as the “Loxahatchee River Environmental Control District Act.”

Section 2. It is hereby declared to be the intent of the Legislature that the best interests of public health, safety, and welfare of the area within the boundaries of the Loxahatchee River Environmental Control District necessitates the formation of a separate local agency of government with powers designed to meet the particular needs of said area. It is further the intent of the Legislature that such needs be met in such a way as to cause minimum damage to the area’s resources and environment and prevent additional environmental problems from being created, as well as providing solutions to existing problems. Maximum use of existing systems shall be made whenever feasible and consistent with the purpose of this act. It is also the intent of the Legislature that current and long-range planning shall be carried out so that required services are made available at the lowest possible cost as the characteristics of the area change.

47        Section 3. The Loxahatchee River Environmental Control District, herein referred  
48 to as the “district,” shall embrace and include the following described lands in Palm Beach  
49 and Martin Counties, which include the Town of Jupiter, Jupiter Inlet Colony, Juno Beach,  
50 and the Village of Tequesta:

51        Beginning at the intersection of the waters of the Atlantic Ocean with the South  
52 line of the Blowing Rocks Preserve; thence proceed Westerly along the Westerly  
53 extension of said South line to the Easterly right-of-way line of the Intracoastal  
54 Waterway; thence Northerly, along said Easterly right-of-way line to an  
55 intersection with the Easterly extension of the Northerly Boundary line of the  
56 Jonathan Dickinson State Park; thence Westerly along said Easterly extension and  
57 along said Northerly boundary line to the Northeast corner of Section 33,  
58 Township 39 South, Range 42 East, Martin County, Florida; run West along the  
59 North section line to the Northwest corner of the Northeast Quarter; run south  
60 along the quarter line 1650 feet more or less to a point; run East 1320 feet; run  
61 South 990 feet to the South line of the Northeast Quarter; run West 1320 feet to  
62 the Southwest corner of the Northeast Quarter; run South to South section line;  
63 run West 660 feet along South section line; run North 2640 feet to North line of  
64 Southwest Quarter; run West along quarter line of 1980 feet more or less to the  
65 Northwest corner of the Southwest Quarter and West line of Section 33; run South  
66 along said line 2640 feet more or less to the Southwest section corner; thence  
67 Westerly along said Northerly Boundary of Jonathan Dickinson State Park and  
68 the South line of Section 32 of said Township to the Southwest corner of said  
69 Section 32; thence Southerly, along said Boundary and along the West line of

70 Section 5 and Section 8 of Township 40 South, Range 42 East, to the Southwest  
71 corner of said Section 8; thence Westerly, along the North line of Section 18,  
72 Township 40 South, Range 42 East to the Northwest corner of said Section 18;  
73 thence Southerly along the line between Range 41 East and Range 42 East, to the  
74 Southwest corner of Section 19, Township 41 South, Range 42 East, Palm Beach  
75 County, Florida; thence Easterly along the South line of Sections 19, 20, 21, 22,  
76 23, and 24 of Township 41 South, Range 42 East to the Southeast corner of said  
77 Section 24; thence continue Easterly along the South line of Section 19, Township  
78 41 South, Range 43 East to the Southwest corner of Section 20, Township 41  
79 South, Range 43 East; thence Northerly, along the West line of said Section 20  
80 and the West line of Section 17, to the Northwest corner of the Southwest one  
81 quarter of said Section 17; thence Easterly, along the North line of the Southwest  
82 one quarter of said Section 17 to an intersection with the Westerly right-of-way  
83 line of the Intracoastal Waterway; thence Southerly along said right-of-way line  
84 to the South line of said Section 20; thence Easterly along the South line of said  
85 Section 20 and along the South line of fractional Section 21 of said Township to  
86 the waters of the Atlantic Ocean; thence Northerly along said waters to the Point  
87 of Beginning.

88 The territorial limits of the Loxahatchee River Environmental Control District shall  
89 also include the following described lands:

90 Beginning at the intersection of the waters of the Atlantic Ocean with the South  
91 line of fractional Section 28, Township 41 South, Range 43 East; thence proceed  
92 Westerly along the Westerly extension of said South line to the Easterly right-of-

way line of State Road A-1-A (aka Ocean Drive); thence proceed Southerly along the Southerly extension of said Easterly right-of-way line of State Road A-1-A to an intersection with the Easterly right-of-way line of U.S. Highway One; thence proceed Westerly to the Westerly right-of-way line of U.S. Highway One; thence proceed Northerly along said Westerly right-of-way line of U.S. Highway One to an intersection with the South line of said Section 28; thence proceed Westerly along the Westerly extension of the South lines of said Section 28 and Section 29, Township 41 South, Range 43 East, to an intersection with the Westerly right-of-way line of the Intracoastal Waterway; thence Northerly along the Westerly right-of-way line of the Intracoastal Waterway to an intersection with the North line of said Section 29; thence Easterly along the Easterly extension of the North line of said Sections 29 and 28 to the waters of the Atlantic Ocean; thence Southerly along said waters to the Point of Beginning.

~~—— (1) The territorial limits of the Loxahatchee River Environmental Control District shall also include the following described lands, upon the District acquiring Hydratech Utilities from Hydratech Utilities, Inc., a Florida corporation, its successors and/or assigns.~~

~~Beginning at a point located in Section 2, Township 39 South, Range 41 East, Martin County, Florida, which is the intersection of the westerly extension of the north line of the Gomez Grant and the east line of said Section 2; thence South 66°32'23" West, a distance of 486.43 feet; thence South 23°27'37" East, a distance of 1091.01 feet to a point on the east line of Section 2; thence South 00°34'11" West, a distance of 513.16 feet along the east line of said Section 2 to the southeast corner of Section 2; thence South 89°26'35" East along the north line of said~~

~~Section 12, a distance of 228.77 feet; thence South 23°27'37" East, a distance of 1085.56 feet to a point on a non-tangent curve concave northwesterly, having a radius of 2011.16 feet; thence Northeasterly along the arc of said curve, a distance of 469.50 feet through a central angle of 13°22'32", the chord of which bears North 60°16'03" East; thence North 53°34'23" East, a distance of 172.36 feet to the beginning of a curve concave southerly having a radius of 1906.53 feet; thence Northeasterly along the arc of said curve a distance of 1347.64 feet through a central angle of 40°30'00"; thence South 85°55'36" East a distance of 1505.48 feet to a point on the west line of the east one-half of the east one-half of Section 12; thence South along said line to a point on the south line of Section 12; thence East along the south line of Section 12 to the southeast corner of Section 12, Range 41 East, Township 39 South; thence East along the south line of Section 7, Range 42 East, Township 39 South to a point on the west line of the Gomez Grant; thence Southeasterly along the west line of the Gomez Grant to a point on the south line of Section 29; thence Southwesterly along the centerline of the right-of-way of Powerline Road to a point which intersects the south line of the northeast one-quarter of Section 32, Township 39 South, Range 42 East; thence East along the south line of said northeast quarter of Section 32 to a point on the east line of Section 32; thence east along the north line of the southwest quarter of Section 33, a distance of 1980 feet; thence south a distance of 2640 feet to the south line of Section 33; thence east along the south line of Section 33 a distance of 660 feet; thence north along the east line of the east line of the southwest quarter of Section 33, a distance of 2640 feet; thence west 1320 feet to a point; thence north 990 feet~~



~~to a point; thence west 1320 feet to a point; thence north along the east line of the northwest quarter of Section 33, a distance of 1650 feet to the northwest corner of the northeast quarter of Section 33; thence east along the south line of Section 28 to the centerline of S.E. Flora Avenue as now laid out and in use; thence North 22°33'46" East along said centerline a distance of 395.89 feet to an angle point in said centerline; thence North 11°21'55" East continuing along said centerline, a distance of 1051.75 feet to the south line of the Gomez Grant; thence North 66°24'43" East along said south line a distance of 2124.11 feet to the east line of said Section 28; thence continuing North 66°25'43" East along the south line of the Gomez Grant to a point on the south line of the Gomez Grant which is 2500 feet west of Federal Highway (U.S. #1); thence northerly along a curvilinear line which is 2500 feet west of and parallel to Federal Highway (U.S. #1) to a point of intersection with the centerline of SR 708 (Bridge Road); thence northeasterly along the centerline of SR 708 (Bridge Road), as now laid out and in use, to the east line of the Intracoastal Waterway; thence northwesterly along the east line of the Intracoastal Waterway to a point lying in Section 33, Township 38 south, Range 42 East, which point intersects the easterly extension of the north line of the Gomez Grant; thence westerly along the north line of the Gomez Grant and its westerly extension to the point and place of beginning in Section 2, Township 39 South, Range 41 East.~~

Section 4. The governing body of the district herein created shall consist of a Board of five members, who shall be qualified electors residing within said district. They shall be known and designated as the "Governing Board of the Loxahatchee River

162 Environmental Control District.”

163 (1). Board areas.--The Board shall divide the area of the district into five separate  
164 areas. Each area shall have approximately equal population according to the latest official  
165 decennial census. One Board member shall be elected from each numbered area by the  
166 electors in the total district. Each Board member shall be a resident of the area in which  
167 he or she is elected.

168 (2). Election code. --In accordance with section ~~189.405(3)(a)~~189.04(3)(a), Florida  
169 Statutes, elections for the purpose of electing members to the Board shall conform to the  
170 Florida Election Code, chapters 97-106, Florida Statutes.

171 (3) Term of office.--All Governing Board members elected by qualified electors  
172 shall have terms of 4 years. Board members from areas one and two are elected beginning  
173 with the 2000 General Election, and Board members from areas three, four, and five are  
174 elected beginning with the 2002 General Election, in accordance with section 100.031,  
175 Florida Statutes.

176 (4) Vacancy.--In the event of a vacancy occurring in the office of a Board member,  
177 the procedure to fill the vacancy shall conform to the Florida Election Code, chapters 97-  
178 106, Florida Statutes.

179 (5) Officers.--The Governing Board shall choose a secretary and a treasurer, and  
180 both offices may be held by the same person. The office of the treasurer and the office of  
181 secretary of the district may, however, be filled by a Board member or some other person  
182 appointed by the Governing Board. At least once each year the Board shall cause the books  
183 and accounts of the district to be thoroughly audited by a competent and reliable accountant  
184 or auditor. No person in the service of or employed by the district within 1 year prior to

185 such audit shall be employed for said purpose.

186 (6) Board records.--The Board members shall cause true and accurate minutes and  
187 records to be kept of all business transacted by them and shall keep full, true, and complete  
188 books of account. Minutes, records, and books of accounts shall at all reasonable times be  
189 open and subject to the inspection of the public, and any person desiring so to do may make  
190 or procure copies of such minutes, records, and books, or of such portions thereof as he or  
191 she may desire.

192 (7) Public meetings.--The Board shall meet at least quarterly, in public meetings,  
193 at the call of the member elected chair by the membership, or by written call of a quorum  
194 of three members.

195 (8) Quorum.--A quorum of not less than three Board members shall be required to  
196 hold a meeting and conduct business.

197 (9) Board action.--An affirmative vote by at least three Board members shall be  
198 required for action of the Board to become official.

199 (10) Compensation.--Members shall serve with compensation in the amount of  
200 \$100 per month per member, and shall be entitled to per diem and travel expenses as  
201 provided by section 112.061, Florida Statutes.

202 (11) Indemnification.--Every Board member and every officer of the district shall  
203 be indemnified by the district against all expenses and liabilities, including counsel fees,  
204 reasonably incurred by or imposed upon him or her in connection with any proceeding or  
205 any settlement of any proceeding to which he or she may be a party or in which he or she  
206 may become involved by reason of his or her being or having been a Board member or  
207 officer of the district, whether or not he or she is a Board member or officer at the time

208 such expenses are incurred, except when the Board member or officer is adjudged guilty  
209 of willful misfeasance or malfeasance in the performance of his or her duties, provided that  
210 in the event of a settlement the indemnification shall apply only when the Board approves  
211 such settlement and reimbursement as being for the best interests of the district. The  
212 foregoing right of indemnification shall be in addition to and not exclusive of all other  
213 rights to which such Board members or officers may be entitled.

214 (12) Removal.--Any member of the Board may be removed from office by the  
215 electors of the district by the following procedure:

216 (a) A petition shall be prepared which contains a statement of the charges against  
217 the member and the signatures of at least 10 percent of the qualified electors within the  
218 district voting in the most recent district election or 5 percent of the registered district  
219 voters, whichever is greater.

220 (b) The petition shall be filed with the Board which shall submit the petition to the  
221 supervisors of elections of the counties within the district for verification of signatures.  
222 Upon receipt of certification by the supervisors of elections that the petition contains at  
223 least 10 percent of qualified electors within the district voting in the most recent district  
224 election, or 5 percent of the registered district voters, whichever is greater, the Board shall  
225 fix a day for holding a recall election to be held not less than 30 days nor more than 60  
226 days from the receipt of such certification.

227 (c) If a majority of the votes cast in a recall election is in favor of removal of a  
228 member of the Board, the member shall be deemed removed from office upon the  
229 announcement of the official canvass of the election and the vacancy shall be filled in the  
230 manner provided in subsection (4).

231           Section 5. As used in this act, and unless the context otherwise indicates:

232           (1) “Board” means the Governing Board of the district herein created.

233           (2) “Storm drainage system” means any real estate, facility, or property, including  
234 pipe, ditches, pumps, or canals, siphons, or structures and appurtenances and additions,  
235 extensions, and improvements within the geographical boundaries of the territory of the  
236 district made thereto for the purpose of discharge of surface runoff or storm drainage into  
237 the Loxahatchee River or tributaries leading directly thereto.

238           (3) “Revenue bonds” means bonds or other obligations secured by and payable  
239 from the revenues derived from rates, fees, and charges collected by the district from the  
240 users of the facilities of any water system, sewer system, or solid waste system, or  
241 combinations of said systems, and which may be additionally secured by a pledge of the  
242 proceeds of special assessments levied against benefited property or by a pledge of the full  
243 faith and credit of the district, or both.

244           (4) “General obligation bonds” means bonds or other obligations secured by the  
245 full faith and credit and taxing power of the district and payable from ad valorem taxes  
246 levied and collected on all taxable property in the district, without limitation of rate or  
247 amount, and may be additionally secured by the pledge of either or both the proceeds of  
248 special assessments levied against benefited property, or revenues derived from said water  
249 system, sewer system, or solid waste system, or combinations of said systems.

250           (5) “Assessment bonds” means bonds or other obligations secured by and payable  
251 from special assessments levied against benefited lands, and which may be additionally  
252 secured by a pledge of the full faith and credit of the district.

253           (6) “System” means a water system, sewer system, or water and sewer system; a

system for the collection, treatment, and disposal of solid waste; a storm and surface drainage system; or a combination thereof.

(7) “Water system” means real estate, attachments, fixtures, impounded water, water mains, laterals, valves, meters, plants, wells, pipes, tanks, reservoirs, systems, facilities, or other property real or personal, used or useful or having the present capacity for future use in connection with the obtaining, treating, supplying, distributing, and selling of water to the public for human consumption by business or industry, and without limiting the generality of the foregoing definition shall embrace all necessary appurtenances and equipment and shall include all property, rights, easements, and franchises relating to any such system and deemed necessary or convenient for the operation thereof, but shall not include property used solely for or principally in connection with the business of bottling, selling, distributing, or furnishing bottled water, nor water systems utilized by manufacturing plants primarily for the purpose of providing water in connection with its manufacturing operations.

(8) “Sewer system” means any plant, facility, or property, and additions, extensions, and improvements thereto at any future time constructed or acquired as part thereof, useful or necessary, or having the present capacity for future use in connection with the collection, treatment, purification, or disposal of sewage of any nature or originating from any source, including industrial wastes resulting from any processes of industry, manufacture, trade, or business, or from the development of any natural resources; and without limiting the generality of the foregoing definition, shall include treatment plants, pumping stations, lift stations, valves, force mains, intercepting sewers, laterals, pressure lines, mains, and all necessary appurtenances and equipment; all sewer

mains and laterals for the reception and collection of sewage from premises connected therewith; and shall include all real and personal property and any interest therein, rights, easements, and franchises of nature whatsoever relating to any such sewer system and necessary or convenient for the operation thereof.

(9) "Cost" as applied to the acquisition and construction of a system or extensions, additions, or improvements thereto means the cost of construction or reconstruction, acquisition or purchase; the cost of labor, materials, machinery, and equipment; the cost of all lands and interests therein, property rights, easements, and franchises of any nature whatsoever, financing charges, interest prior to and during construction and for not more than 2 years after completion of the construction or acquisition of such system or extensions, additions, or improvements thereto; the creation of initial reserve or debt service funds, bond discount; the cost of plans and specifications, surveys, and estimates of costs and revenues; the cost of engineering, financial, and legal services; and all other expenses necessary or incidental in determining the feasibility or practicability of such construction, reconstruction, or acquisition, including administrative expenses and such other expenses as may be necessary or incidental to the financing authorized by this act, and including reimbursement of a public entity for any moneys advanced in connection with any of the foregoing items of cost.

(10) "Assessable improvements" means that portion or portions of the cost of a system of a local nature and of benefit to the premises or lands served thereby, and particularly with reference to a sewer and water system, including, but not limited to, laterals and mains for the production, treatment, and distribution of water; the collection and reception of sewage from premises connected therewith, local or auxiliary pumping or

lift stations, treatment plants, or disposal plants, and other appurtenant facilities and equipment for the collection, treatment, and disposal of sewage; the production, treatment, and distribution of water; together with operating and incidental equipment and appurtenances necessary therefore.

(11) "Assessment" means fees, penalties, and other charges made by the district to meet its operating cost and debt service requirements for the purpose of this act.

(12) "Department" means all applicable state agencies and departments.

Section 6. In order to effectuate the purposes of this act, the district acting through the Board shall have the power:

(1) To employ and set the compensation of a director who shall serve at its pleasure. Within available funds, the director may employ and set the compensation of professional, technical, legal, and clerical staff as may be necessary, and may remove these personnel. The director, with the consent of the Board, may acquire the services of consultants and enter into contracts on behalf of the Board.

(2) To develop a master plan, to construct, install, erect, and acquire by purchase or condemnation in accordance with the provisions of chapters 73 and 74, Florida Statutes, and to improve, enlarge, reconstruct, maintain, repair, operate, and regulate a system.

(3) To construct, acquire, and operate water systems and sewer systems separately or as a system.

(4) To enter on any land, waters, or premises located within the district, in order to carry out the purposes of this act.

(5) To provide for all surveys and for preparation of plans, specifications, and estimates in connection with the construction of a system, or for studies to determine the



323 feasibility of acquiring existing municipal or private systems.

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

329 (7) To accept from any governmental agency grants, donations, or loans to provide  
330 aid for the planning, construction, reconstruction, or financing of any system; and to accept  
331 grants or donations from any other source of money, property, labor, or other things of  
332 value, to be held, used, and applied only for the purposes for which such grants or donations  
333 may be made.

334 (8) To enter into contracts with property owners or developers or building  
335 contractors who plan to erect buildings or other improvements within platted subdivisions  
336 or other property, under which such persons shall install, at their expense, laterals, lines,  
337 and equipment, intercepting trunk, main, and lateral sewers, the location, material, size,  
338 and type of which shall be installed strictly in accordance with such specifications as  
339 required by the Board who shall connect with a sanitary system constructed or owned by  
340 the authority; which such mains, laterals, lines, and equipment, intercepting trunk, main,  
341 and lateral sewers shall become the property of the district upon such terms and conditions  
342 as provided by the contract.

343 (9) To set and collect reasonable fees and other charges for the services and  
344 facilities furnished by any system owned or operated by the district, for making  
345 connections and use of same, and to enforce penalties for delinquency in the payment as

346 hereinafter provided.

347 (a)1. The Governing Board of the district shall, in the resolution providing for the  
348 issuance of either water revenue bonds or sewer revenue bonds, or both, fix the initial  
349 schedule of rates, fees, and other charges for the use of and for the services furnished or to  
350 be furnished by the facilities, to be paid by the owner, tenant, or occupant of each lot or  
351 parcel of land which may be connected with and use any such facility by or through any  
352 part of the water system of the district.

353 2. After the system or systems shall have been in operation, the Governing Board  
354 of the district may revise such schedule of rates, fees, and charges, which shall be so fixed  
355 and revised as to provide funds, with other funds available for such purposes, sufficient at  
356 all times to pay the cost of maintaining, repairing, and operating the system or systems,  
357 including the reserves for such purposes and for replacements and depreciation and  
358 necessary extensions, to pay the principal of and the interest on the water revenue bonds  
359 and/or sewer revenue bonds as the same shall become due and the reserve therefor, and to  
360 provide a margin of safety for making such payments. The Governing Board of the district  
361 shall charge and collect the rates, fees, and charges so fixed or revised and such rates, fees,  
362 and charges shall not be subject to supervision or regulation by any commission, board,  
363 bureau, or agency of the county or of the state or any sanitary district.

364 3. Such rates, fees, and charges shall be just and equitable and may be based or  
365 computed upon the quantity of water consumed and/or upon the number and size of sewer  
366 connections or upon the number and kind of plumbing fixtures in use in the premises  
367 connected with the sewer system or upon the number or average number of persons  
368 residing or working in or otherwise connected with such premises or upon any other factor

affecting the use of the facilities furnished or upon any combination of the foregoing factors.

4. In cases where the amount of water furnished to any building or premises is such that it imposes an unreasonable burden upon the water supply system, an additional charge may be made therefor or the Governing Board of the district may, if it deems advisable, compel the owners or occupants of such building or premises to reduce the amount of water consumed thereon in a manner to be specified by the Governing Board of the district or the Governing Board of the district may refuse to furnish water to such building or premises.

5. In cases where the character of the sewage from any manufacturing or industrial plant or any building or premises is such that it imposes an unreasonable burden upon any sewage disposal system, an additional charge may be made therefor, or the Governing Board of the district may, if it deems it advisable, compel such manufacturing or industrial plant or such building or premises to treat such sewage in such manner as shall be specified by the Governing Board of the district before discharging such sewage into any sewer lines owned or maintained by the district.

(b) The Governing Board of the district may charge any owner or occupant of any building or premises receiving the services of the facilities herein provided such initial installation or connection charge or fee as the district may determine to be just and reasonable.

(c)1. No rates, fees, or charges shall be fixed under the foregoing provisions of this section until after a public hearing at which all of the users of the facilities provided by this chapter and owners, tenants, and occupants of property served or to be served thereby and all others interested shall have an opportunity to be heard concerning the proposed rates,

fees, and charges. After the adoption by the Governing Board of the district of a resolution setting forth the preliminary schedule or schedules fixing and classifying such rates, fees, and charges, notice of such public hearing setting forth the schedule or schedules of rates, fees, and charges shall be given by one publication pursuant to chapter 50, Florida Statutes, each in Palm Beach County and in Martin County ~~in a newspaper published in Palm Beach County and by one publication in a newspaper published in Martin County~~ at least 10 days before the date fixed in said notice for the hearing, which said hearing may be adjourned from time to time. After such hearing such preliminary schedule or schedules, either as originally adopted or as modified or amended, shall be adopted and put into effect and thereupon the resolution providing for the issuance of water revenue bonds and/or sewer revenue bonds may be finally adopted.

2. A copy of the schedule or schedules of such rates, fees, and charges finally fixed in such resolution shall be kept on file in the office of the district and shall be open to inspection by all parties interested. The rates, fees, or charges so fixed for any class of users or property served shall be extended to cover any additional property thereafter served which falls within the same class without the necessity of a hearing or notice.

3. Any change or revision of any rates, fees, or charges may be made in the same manner as such rates, fees, or charges were originally established as hereinabove provided, but if such change or revision be made substantially pro rata as to all classes of service, no notice or hearing shall be required.

(d) Upon the construction of a sewage disposal system and the financing of such construction by the issuance of sewer revenue bonds under the provisions of this chapter, the owner, tenant, or occupant of each lot or parcel of land within the county which abuts

415 upon a street or other public way containing a sanitary sewer served or which may be served  
416 by such disposal system and upon which lot or parcel a building shall have been constructed  
417 for residential, commercial, recreational, and all other uses and which lot or parcel shall  
418 not already be served by, or have available to it for service, a sanitary sewer, shall, if so  
419 required by the rules and regulations thereof, connect such building with such sanitary  
420 sewer and shall cease to use any other method for the disposal of sewage, sewage water, or  
421 other polluting matter. All such connections shall be made in accordance with rules and  
422 regulations which shall be adopted from time to time by the Governing Board of the district.

423 (e) The Governing Board of the district may provide in the resolution authorizing  
424 the issuance of water revenue bonds or sewer revenue bonds under the provisions of this  
425 chapter that the charges for the services furnished by any facility constructed or  
426 reconstructed by the district under the provisions of this act shall be included in single bills  
427 to be rendered for all the services furnished to the premises, and that if the amount of such  
428 charges so included shall not be paid within 30 days from the rendition of any bill, the  
429 Governing Board of the district shall discontinue furnishing water to such premises and  
430 shall disconnect the same from the water supply system of the district. Any such resolution  
431 may include any or all of the following provisions, and may permit the Governing Board  
432 of the district to adopt such resolution or take such other lawful action as shall be necessary  
433 to effectuate such provisions, and the Governing Board of the district is hereby authorized  
434 to adopt such resolutions and to take such other action:

435 1. The district may require the owner, tenant, or occupant of each lot or parcel of  
436 land within the district who is obligated to pay the rates, fees, or charges for the services  
437 furnished by any facility purchased, constructed, or reconstructed by the district under the

provisions of this chapter to make a reasonable deposit with the Governing Board of the district in advance to ensure the payment of such rates, fees, or charges and to be subject to application to and payment thereof if and when delinquent.

2. If any rates, fees, or charges for the use and services of any sewage disposal system or sewer improvements by or in connection with any premises not served by the waterworks system of the district shall not be paid within 30 days after the same shall become due and payable, the owner, tenant, or occupant of such premises shall cease to dispose of sewage or industrial waste originating from or on said premises by discharge thereof directly or indirectly into the sewer system of the district until such rates, fees, or charges with interest shall be paid; that if such owner, tenant, or occupant shall not cease such disposal at the expiration of such 30-day period it shall be the duty of any district, private corporation, board, body, or person supplying water to or selling water for use on such premises within 5 days after the receipt of notice of such delinquency from the district; and that if such district, private corporation, board, body, or person shall not, at the expiration of such 5-day period, cease supplying water to or selling water for use on such premises, then the district may, unless it has theretofore contracted to the contrary, shut off the supply of water to such premises.

(f) All revenues derived from any water supply system, water system improvement, sewage disposal system, or sewer improvements for either of which a single issue of water revenue bonds or sewer revenue bonds shall be issued, except such part thereof as may be required to pay the cost of maintaining, repairing, and operating such system or systems and to provide reserves therefor as may be provided in the resolution authorizing the issuance of such water revenue bonds or sewer revenue bonds, shall be set aside at such

regular intervals as may be provided in such resolution and deposited for the credit of the following separate funds for the following purposes:

1. Sinking fund for the payment of interest on and the principal of such water revenue bonds and/or sewer revenue bonds as the same shall become due, necessary charges of paying agents for the paying of such interest and principal, and any premium upon bonds retired by call or purchase before their maturity or respective maturities, including the accumulation of reserves for such purposes.

2. A fund for anticipated renewals and replacements and extraordinary repairs.

3. The use and disposition of moneys to the credit of such sinking fund shall be subject to such regulations as may be provided in the resolution authorizing the issuance of the water revenue bonds and/or sewer revenue bonds and, except as may otherwise be provided in such resolution, such sinking fund shall be a fund for the benefit of all bonds without distinction or priority of one over the other.

(g) The Governing Board of the District shall, at the close of each fiscal year, make or cause to be made a comprehensive report of its operations of the water supply system or systems and sewage disposal system or systems under its control during the preceding fiscal year, including all matters relating to rates, revenues, expenses for maintenance, repair, and operation and replacements and extensions, principal and interest retirements, and the status of all funds, and there shall be set forth in such report the budget recommended by the commission for the current fiscal year. A copy of such annual report shall be filed with the district office and shall be open to the inspection of all interested persons. Any surplus of the gross revenues remaining at the end of any fiscal year after making the required deposits for the credit of the separate funds set forth above, and not

484 appropriated in the budget for the then current fiscal year, shall be paid into the sinking  
485 fund.

486 (h) All moneys received pursuant to the authority of this act shall be deemed to be  
487 trust funds, to be held and applied solely as provided in this act. The resolution authorizing  
488 the issuance of bonds shall provide that any officer to whom, or any bank, trust company,  
489 or other fiscal agent to which such moneys shall be paid shall act as trustee of such moneys  
490 and shall hold and apply the same for the purposes hereof, subject to such regulations as  
491 this act and such resolution may provide.

492 (i) Any holder of bonds issued under the provisions of this act or any of the coupons  
493 appertaining thereto, except to the extent the rights herein given may be restricted by the  
494 resolution authorizing the issuance of such bonds, may, either at law or in equity, by suit,  
495 mandamus, or other proceeding, protect and enforce any and all rights under the laws of  
496 Florida or granted hereunder or under such resolution, and may enforce and compel the  
497 performance of all duties required by this act or by such resolution to be performed by the  
498 district or by the Governing Board of the district, including the fixing, charging, and  
499 collecting of rates, fees, and charges for services and facilities furnished by the water  
500 supply system, water system improvement, sewage disposal system, or sewer  
501 improvements and the levying and collecting of any special assessments.

502 (j) The Governing Board of the district is hereby authorized to provide by  
503 resolution for the issuance of water revenue refunding bonds of the district for the purpose  
504 of refunding any water revenue bonds then outstanding and issued under the provisions of  
505 this act. The Governing Board of the district is further authorized to provide by resolution  
506 for the issuance of water revenue bonds of the district for combined purposes:



507           1. Paying the cost of any extension, addition, or reconstruction of a water supply  
508 system or systems or water system improvements or the cost of a new water supply system  
509 or systems or water system improvements.

510           2. Refunding such water revenue bonds of the district which shall theretofore have  
511 been issued under the provisions of this act and shall then be outstanding and which then  
512 shall have matured or be subject to redemption or can be acquired for retirement. The  
513 issuance of such bonds, the maturities and other details thereof, the rights and remedies of  
514 holders thereof, and the rights, power, privileges, duties, and obligations of the district or  
515 of the Governing Board of the district with respect to the same shall be governed by the  
516 foregoing provisions of this act insofar as the same may be applicable.

517           (k) The Governing Board of the district is hereby authorized to provide by  
518 resolution for the issuance of sewer revenue refunding bonds of the district for the purpose  
519 of refunding any sewer revenue bonds then outstanding and issued under the provisions of  
520 this act. The Governing Board of the district is further authorized to provide by resolution  
521 for the issuance of sewer revenue bonds of the district for the combined purposes of:

522           1. Paying the cost of any extension, addition, or reconstruction of a sewage disposal  
523 system or systems or sewer improvements or the cost of a new sewage disposal system or  
524 systems or sewer improvements.

525           2. Refunding such sewer revenue bonds of the district which shall theretofore have  
526 been issued under the provisions of this act and shall then be outstanding and which then  
527 shall have matured or be subject to redemption or can be acquired for retirement. The  
528 issuance of such bonds, the maturities and other details thereof, the rights and remedies of  
529 holders thereof, and the rights, powers, privileges, duties, and obligations of the district or

of the Governing Board of the district with respect to the same shall be governed by the foregoing provisions of this act insofar as the same may be applicable.

(10) To prohibit the use and maintenance of outhouses, privies, cesspools, and septic tanks, or similar devices as the Board may direct and to compel owners of buildings, structures, and boat marinas to connect with, and use, the system or systems of the district or other private or municipal system or systems within the district.

(11) To contract with the government of the United States, or any other department or subdivision of the state, or with any municipality, private corporation, partnership, association, or person to receive or dispose of wastes, or to collect, treat, or dispose of sewage; to purchase or sell water or, by contract, to arrange for the collection of charges made by the Board; and to enforce payment by shutting off and discontinuing service.

(12) To levy special assessments against properties adjoining or in close proximity to sewer and water lines of the district, which would be specifically benefited by the construction, acquisition, extension, and operation thereof which the system is designed to serve, provided that such assessments shall not exceed the cost of the assessable improvements constructed.

(a) The district may provide for the construction or reconstruction of a facility and for the levying of special assessments upon benefited property under the provisions of this section. The initial proceeding hereunder shall be the passage at any lawful meeting of the Governing Board of a resolution ordering the construction or reconstruction of such facility under and subject to the provisions of this section, indicating the location by terminal points and route and either giving a description of the improvement by its material, nature, character, and size or giving two or more such descriptions with the direction that the

material, nature, character, and size shall be subsequently determined in conformity with one of such descriptions. Water system improvements or sewer improvements need not be continuous and may be in more than one locality or street. The resolution ordering any such improvement may give any short and convenient designation to each improvement ordered thereby, after which it shall be sufficient to refer to such improvement and property by such designation in all proceedings and assessments, except in the notices provided for in paragraphs (c) and (d).

(b)1. As soon as may be practicable after the passage of such resolution, the engineer for the district shall prepare in duplicate plans and specifications of each improvement ordered thereby and an estimate of the cost thereof. Such cost may include, in addition to the items of cost set forth in section 5(6) the cost of relaying streets and sidewalks necessarily torn up or damaged and shall include the following items of incidental expense:

- a. Printing and publishing of notices and proceedings.
- b. Any other expense necessary or proper in conducting the proceedings and work provided for in this section.

2. If the resolution shall provide alternative descriptions of material, nature, character, and size, such estimate shall include an estimate of the cost of the improvement of each such description.

3. The engineer shall also prepare in duplicate a tentative apportionment of the estimated cost as between the district and each lot or parcel of land subject to special assessment under the resolution, such apportionment to be made in accordance with the provisions of the resolution and the provisions of paragraph (f) in relation to apportionment

of cost in the preliminary assessment roll. Such tentative apportionment of estimated cost shall not be held to limit or restrict the duties of the engineer in the preparation of such preliminary assessment roll. One of the duplicates of such plans, specifications, and estimate and such tentative apportionment shall be filed with the secretary of the Governing Board and the other duplicate shall be retained by the engineer in his or her files, all thereof to remain open to public inspection.

(c) The Governing Board, upon the filing with it of such plans, specifications, estimate, and tentative apportionment of cost, shall publish once pursuant to chapter 50, Florida Statutes, each in Palm Beach County and in Martin County ~~in a newspaper published in Martin County and once in a newspaper published in Palm Beach County~~ a notice stating that at a regular meeting of the Governing Board on a certain day and hour, not earlier than 10 days from such publication, the Governing Board will hear objections of all interested persons to the confirmation of such resolution, which notice shall state in brief and general terms a description of the proposed improvement with the location thereof and shall also state that plans, specifications, estimate, and tentative apportionment of cost thereof are on file in the office of the district. The Governing Board shall keep a record in which shall be inscribed, at the request of any person, firm, or corporation having or claiming to have an interest in any lot or parcel of land, the name and post office address of such person, firm, or corporation, together with a brief description or designation of such lot or parcel, and it shall be the duty of the Governing Board to mail a copy of such notice to such person, firm, or corporation at such address, at least 10 days before the time for the hearing as stated in such notice, but the failure of the governing Board to keep such record or so to inscribe any name or address or to mail any such notice shall not constitute a valid

objection to holding the hearing as provided in this section or to any other action taken under the authority of this section.

(d) At the time named in such notice, or to which an adjournment may be taken by the Governing Board, the Governing Board shall receive any objections of interested persons and may then or thereafter repeal or confirm such resolution with such amendments, if any, as may be desired by the Governing Board and which do not cause any additional property to be specially assessed.

(e) All objections to any such resolution on the grounds that it contains items which cannot be properly assessed against property, or that it is, for any default or defect in the passage or character of the resolution or the plans and specifications or estimate, void or voidable in whole or in part, or that it exceeds the power of the Governing Board, shall be made in writing, in person or by attorney, and filed with the Governing Board at or before the time or adjourned time of such hearing. 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, the confirmation of the resolution shall be the final adjudication of the issues presented unless proper steps shall be taken in a court of competent jurisdiction to secure relief.

(f) Promptly after the completion of the work, the engineer for the district shall prepare a preliminary assessment roll and file same with the secretary of the Governing Board, which roll shall contain the following:

1. A description of the lots and parcels of land within the district, which shall include all lots and parcels which abut upon the sides of that part of any street in which a water supply system, water system improvement, or sanitary sewer, except a curb sewer,

is to be constructed or reconstructed, all lots and parcels which abut upon the side or sides of any street in or along which side or sides a sanitary curb sewer shall have been constructed or reconstructed, and all lots and parcels which are served or are to be served by such water supply system, water system improvement, or sanitary sewer. Such lots and parcels shall include all property, whether publicly or privately owned. There may also be given, in the discretion of the engineer, the name of the owner of record of each lot or parcel, where practicable, and in all cases there shall be given a statement of the number of feet of property so abutting, which number of feet shall be known as frontage.

2. The total cost of the improvement, and the amount of incidental expense.

3. An apportionment as between the district and the property included in the preliminary assessment roll of the cost of each improvement, including incidental expense, to be computed as follows:

a. To each lot or parcel of land, to the property or curb line of which a water supply lateral or sanitary sewer lateral shall have been laid, shall be apportioned the cost of such lateral or laterals.

b. To abutting property shall be apportioned according to frontage, or any other method being deemed equitable by the Governing Board, all or any part of the cost of such water system improvements or sewer improvements as may be fixed by resolution ordering the improvements.

c. To the district shall be apportioned the remaining costs of the water system improvements or sewer improvements, unless all of such costs shall be apportioned to the abutting property. However, in the case of lots or parcels which abut on more than one street or which are served or are to be served by such water system improvements or sewer

improvements although not abutting on either side of the street in which such improvement is constructed, the apportionment shall be made under such rules and regulations as the Governing Board shall deem to be fair and equitable.

(g) The preliminary assessment roll shall be advisory only and shall be subject to the action of the Governing Board as hereinafter provided. Upon the filing with the Governing Board of the preliminary assessment roll, the Governing Board shall publish once pursuant to chapter 50, Florida Statutes, each in Palm Beach County and in Martin County ~~in a newspaper published in Martin County and once in a newspaper published in Palm Beach County~~ a notice stating that at a meeting of the Governing Board to be held on a certain day and hour, not less than 12 days from the date of such publication, which meeting may be a regular, adjourned, or special meeting, all interested persons may appear and file written objections to the confirmation of such roll. Such notice shall state the class of the improvement and the location thereof by terminal points and route. Such meeting of the commission shall be the first regular meeting following the completion of the notice hereinabove required, unless the Governing Board shall have provided for a special meeting for such purpose.

(h) At the time and place stated in such notice the Governing Board shall meet and receive the objections in writing of all interested persons as stated in such notice. The Governing Board may adjourn the hearing from time to time. After completion thereof, the Governing Board shall either annul, sustain, or modify in whole or in part the prima facie assessment as indicated on such roll, either by confirming the prima facie assessment against any and all lots or parcels described therein, or by canceling, increasing, or reducing the same, according to the special benefits which the Governing Board decides each such

lot or parcel has received or will receive on account of such improvement. If any property which may be chargeable under this section shall have been omitted from the preliminary roll or if the prima facie assessment shall not have been made against it, the Governing Board may place on such roll an apportionment to such property. The Governing Board shall not confirm any assessment in excess of the special benefits to the property assessed, and the assessments so confirmed shall be in proportion to the special benefits. Forthwith after such confirmation, such assessment roll shall be delivered to the county property appraisers of Martin County and Palm Beach County for the properties contained within their respective counties. The assessment so made shall be final and conclusive as to each lot or parcel assessed unless proper steps be taken in a court of competent jurisdiction to secure relief. If the assessment against any property shall be sustained, reduced, or abated by the court, the property appraiser shall note that fact on the assessment roll opposite the description of the property affected thereby. The amount of the special assessment against any lot or parcel which may be abated by the court, unless the assessment upon the entire district is abated, or the amount by which such assessment is so reduced, may be, by resolution of the Governing Board, made chargeable against the district at large; or, in the discretion of the Governing Board, a new assessment roll may be prepared and confirmed in the manner hereinabove provided for the preparation and confirmation of the original assessment roll.

(i) Any assessment may be paid at the Office of the Martin County Tax Collector for property within Martin County, and the Office of the Palm Beach County Tax Collector for property within Palm Beach County within 30 days after the confirmation thereof, without interest. Thereafter all assessments shall be payable in equal annual installments,



691 with interest not exceeding 8 percent per annum from the expiration of said 30 days in each  
692 of the succeeding 40 calendar years at the time or times in each year at which general  
693 county taxes are payable, provided, however, that the Governing Board may by resolution  
694 fix a shorter period of payment for any assessment, and provided, further, that any  
695 assessment may be paid at any time before due, together with interest accrued thereon to  
696 the date of payment.

697 (j) All assessments shall constitute a lien upon the property so assessed from the  
698 date of confirmation of the resolution ordering the improvement, of the same nature and to  
699 the same extent as the lien for general county taxes falling due in the same year or years in  
700 which such assessment or installments thereof fall due, and any assessment or installment  
701 not paid when due shall be collectible in the same manner and at the same time as such  
702 general taxes are or may be collectible, with the same attorney's fee, interest, and penalties  
703 and under the same provisions as to forfeiture and the right of the district to purchase the  
704 property assessed as are or may be provided by law in the case of county taxes. However,  
705 no such sale of any property for general county taxes or for any installment or installments  
706 of any such assessment and no perfecting of title under any such sale shall divest the lien  
707 of any installment of such assessment not due at the time of the sale. Collection of such  
708 assessments, with such interest and with a reasonable attorney's fee and costs, but without  
709 penalties, may also be made by the district by proceedings in a court of equity to foreclose  
710 the lien of assessments as a lien for mortgages is or may be foreclosed under the laws of  
711 the state, or by an action in rem in the manner provided by law for the foreclosure and  
712 collection of ad valorem taxes, provided that any such proceedings to foreclose shall  
713 embrace all installments of principal remaining unpaid with accrued interest thereon, which

714 installments shall, by the institution of such proceedings, immediately become and be due  
715 and payable. Nevertheless, if, prior to any sale of the property under the decree of  
716 foreclosure in such proceedings, payment be made of the installment or installments which  
717 are shown to be due under the provisions of the resolution passed pursuant to paragraph  
718 (i), with interest as required by paragraph (i) and by this paragraph and all costs including  
719 attorney's fee, such payment shall have the effect of restoring the remaining installments  
720 to their original maturities as provided by the resolution passed pursuant to paragraph (i),  
721 and the proceedings shall be dismissed. It shall be the duty of the district to enforce the  
722 prompt collection of assessments by one or the other of the means herein provided, and  
723 such duty may be enforced at the suit of any holder of bonds issued under this act in a court  
724 of competent jurisdiction by mandamus or other appropriate proceeding or action. Not  
725 later than 30 days after the annual sale of property for delinquent taxes of the county, or if  
726 such property or taxes are not sold by the county, then within 60 days after such taxes  
727 become delinquent, it shall be the duty of the Governing Board to direct the attorney or  
728 attorneys whom the Governing Board shall then designate, to institute actions within 3  
729 months after such direction to enforce the collection of all special assessments for local  
730 improvements made under this section and remaining due and unpaid at the time of such  
731 direction (unless theretofore sold at tax sale). Such action shall be prosecuted in the manner  
732 and under the conditions in and under which mortgages are foreclosed under the laws of  
733 the state. It shall be lawful to join in one action the collection of assessments against any  
734 or all property assessed by virtue of the same assessment roll unless the court shall deem  
735 such joinder prejudicial to the interest of any defendant. The court shall allow a reasonable  
736 attorney's fee for the attorney or attorneys of the district, and the same shall be collectible

737 as a part of or in addition to the costs of the action. At any sale pursuant to decree in any  
738 such action, the district may be a purchaser to the same extent as an individual person or  
739 corporation, except that the part of the purchase price represented by the assessments sued  
740 upon and the interest thereon need not be paid in cash. Property so acquired by the district,  
741 including the certificate of sale thereof, may be sold or otherwise disposed of, for cash or  
742 upon terms, the proceeds of such disposition to be placed in the fund provided by paragraph  
743 (k). However, no sale or other disposition thereof shall be made unless notice calling for  
744 bids therefor to be received at a stated time and place shall have been published pursuant  
745 to chapter 50, Florida Statutes, each in Palm Beach County and in Martin County~~in a~~  
746 ~~newspaper published in Martin County and Palm Beach County~~ one time at least 1 week  
747 prior to such disposition.

748 (k) All assessments and charges made under the provisions of this section for the  
749 payment of all or any part of the cost of any sewer improvement or improvements for which  
750 bonds shall have been issued under the provisions of this act are hereby pledged to the  
751 payment of the principal of and the interest on such bonds and shall when collected be  
752 placed in a separate fund, properly designated, which fund shall be used for no other  
753 purpose than the payment of such principal and interest.

754 (1) Each school district and other political subdivision wholly or partly within the  
755 district and each public agency or instrumentality owning property within the district shall  
756 possess the same power and be subject to the same duties and liabilities in respect of  
757 assessment under this section affecting the real estate of such county, district, political  
758 subdivision, or public agency or instrumentality which private owners of real estate possess  
759 or are subject to hereunder, and such real estate shall be subject to liens for said assessments

in all cases where the same property would be subject to had it at the time the lien attached been owned by a private person.

(13) To seek injunctive relief in a court of competent jurisdiction, to prevent the violation of this act or any resolution, rule, or regulation adopted pursuant to the powers granted by this act, without the necessity of showing of a public nuisance in such legal proceeding.

(14) To require the pretreatment of industrial wastes when the same are not amenable to treatment with normal domestic sewage before accepting industrial waste for treatment, and to refuse to accept industrial wastes when not sufficiently pretreated.

(15) To sell or otherwise dispose of the effluent, sludge, or other byproducts produced by any system.

(16) To designate as subdistricts one or more areas of operation which are to be served by and in which a system constructed or acquired pursuant to this act, may exclusively operate and to designate such area or areas of operation by an appropriate descriptive title.

(17) To construct, install, erect, and acquire and to operate, maintain, improve, extend, or enlarge and reconstruct a system or systems within the boundaries of the district and to have the control and jurisdiction thereof; to pay all or part of the cost of such construction, reconstruction, erection, acquisition, or installation of such utility system or combined utility system and additions, extensions, and improvements thereto, except as otherwise provided in this act.

(18) To acquire by purchase, gift, or condemnation in accordance with the provisions of chapters 73 and 74, Florida Statutes, such lands and rights and interest

783 therein, including lands under water and riparian rights; and to acquire such personal  
784 property as it may deem necessary in connection with the construction, reconstruction,  
785 improvement, extension, installation, erection, or operation and maintenance of any system  
786 and to hold and dispose of such real and personal property, including, but not limited to,  
787 systems owned and operated by municipalities and counties.

788 (19) To exercise jurisdiction, control, and supervision over any system or any part  
789 thereof owned, operated, and maintained by the district; and to make and enforce such rules  
790 and regulations for the maintenance and operation of any system and improvements owned,  
791 operated, and maintained by the district as may be necessary for the lawful operation of  
792 any such system or improvements in accordance with the laws of this state and the  
793 regulations of state departments and agencies having jurisdiction over the systems as  
794 defined herein.

795 (20) To furnish water and sewer collection services within the district; or to  
796 construct or acquire jointly with the county or counties and municipality or municipalities  
797 located within the district, systems or any parts or facilities hereof under such terms and  
798 conditions as shall be agreed upon between the district and such municipalities or counties;  
799 and to acquire, from any municipality or county, and operate any system, or any parts or  
800 facilities thereof, located within the boundaries of the district or territory, either within or  
801 without such municipality or county, except as otherwise provided in this act.

802 (21) To develop current and long-range plans to provide urban water and sewage  
803 to present and future population centers within the district at the earliest possible date.

804 (22) To investigate complaints caused by inadequate services or operation.

805 (23) To utilize or expand existing systems to serve population needs.

(24) To provide necessary laboratories and facilities for testing of operating systems, including assessment of water quality, critical habitats, and environmental health within the Loxahatchee River watershed.

(25) To negotiate the provisions for assumption of current indebtedness of any system or systems for which the district assumes responsibility.

(26) To levy and ~~ad~~ ad valorem tax in accordance with section 7.

(27) To issue revenue bonds and general obligation bonds, for the purposes of this act, in the manner set forth herein:

(a) The Governing Board of the district is hereby authorized to provide by resolution at one time or from time to time for the issuance of either water revenue bonds, sewer revenue bonds, or general obligation bonds of the district for the purpose of paying all or any part of the cost of any one or more of the following:

1. A water supply system or systems.
2. Extensions and additions thereto.
3. Water system improvements.
4. A sewage disposal system or systems.
5. Extensions and additions thereto.
6. Sewer improvements.

The bond of each issue shall be dated, shall bear interest at such rate or rates not exceeding 7.5 percent per annum, shall mature at such time or times not exceeding 50 years from their date or dates as may be determined by the Governing Board of the district, and may be made redeemable before maturity at the option of the district at such price or prices and under such terms and conditions as may be fixed by the Governing Board prior to the

829 issuance of the bonds.

830 (b) The Governing Board of the district shall determine the form of the bonds,  
831 including any interest coupons to be attached thereto, and the manner of the execution of  
832 the bonds and shall fix the denomination or denominations of the bonds and place or places  
833 of payment of principal or interest which may be at any bank or trust company within or  
834 without the state. In case any officer whose signature or facsimile of whose signature  
835 appears on any bonds or coupons ceases to be such officer before the delivery of such  
836 bonds, such signature or facsimile shall nevertheless be valid and sufficient for all purposes  
837 as if he or she had remained in office until such delivery.

838 (c) All bonds issued under the provisions of this act have and are hereby declared  
839 to have all the qualities and incidents of negotiable instruments. Bonds may be issued in  
840 coupon or in registered form or both as the Governing Board may determine and provision  
841 may be made for the registration of any coupon bonds as to principal alone and also as to  
842 both principal and interest and for the reconversion into coupon bonds of any bonds  
843 registered as to bond principal and interest.

844 (d) The issuance of such bonds shall not be subject to any limitations or conditions  
845 contained in any other statute and the Governing Board may sell such bonds in such manner  
846 at public or private sale and for such price as it may determine to be for the best interests  
847 of the district, but no such sale shall be made at a price so low as to require the payment of  
848 interest on the money received therefor at more than 7.5 percent per annum computed with  
849 relation to the absolute maturity of the bonds in accordance with the standard tables of  
850 bond values, excluding from such computations the amount of any premium to be paid on  
851 redemption of any bonds prior to maturity. Prior to the preparation of definitive bonds, the

852 district may, under like restrictions, issue interim receipts and temporary bonds with or  
853 without coupons exchangeable for definitive bonds when such bonds have been executed  
854 and are available for delivery. The Governing Board of the district may also provide for  
855 the replacement of any bonds which become mutilated, destroyed, or lost.

856 (e) Bonds may be issued under the provisions of this chapter without obtaining the  
857 consent of any commission, board, bureau, or agency of the state and without the  
858 proceeding or happening of any other condition or thing than those proceedings,  
859 conditions, or things which are specifically required by this act.

860 (f) The proceeds of such bonds shall be used solely for the payment of costs of the  
861 water supply system or systems or the water system improvements or the sewage disposal  
862 system or systems or the sewer improvements, for the purchase, construction, or  
863 reconstruction of which such bonds shall have been authorized, and shall be disbursed in  
864 such manner and under such restrictions, if any, as the Governing Board of the district may  
865 provide in the authorizing resolution. If the proceeds of such bonds, by error of estimates  
866 or otherwise, shall be less than such costs, additional bonds may in like manner be issued  
867 to provide the amount of such deficit and unless otherwise provided in the authorizing  
868 resolution shall be deemed to be of the same issue and shall be entitled to payment from  
869 the same fund without preference or priority of the bonds first issued for the same purpose.  
870 If the proceeds of the bonds of any issue shall exceed the amount required for the purpose  
871 for which such bonds shall have been issued, the surplus shall be paid into the fund  
872 provided under the provisions of this chapter for the payment of principal of and the interest  
873 on such bonds.

874 (g) For the payment of the principal and interest thereon on any general obligation



875 bonds issued for the benefit of the district issued under the provisions of this act the  
876 Governing Board of the district is hereby authorized and required to levy annually a special  
877 tax upon all taxable property within the district over and above all other taxes authorized  
878 or limited by law sufficient to pay such principal and interest as the same respectively  
879 becomes due and payable, and the proceeds of all such taxes shall, when collected, be paid  
880 into a special fund and used for no other purpose than the payment of such principal and  
881 interest. However, there may be pledged to the payment of such principal and interest the  
882 proceeds of such water service charge and/or sewer service charges and in the event of  
883 such pledge the amount of the annual tax levied herein required may be reduced in any  
884 year by the amount of such proceeds actually received in the preceding year and then  
885 remaining on deposit to the credit of such fund for the payment of such principal and  
886 interest.

887 (h) Water revenue bonds may be used only in connection with the acquisition,  
888 construction, or operation of water supply systems or water system improvements, and  
889 sewer revenue bonds may be used only in connection with the acquisition, construction,  
890 and operation of sewage disposal systems and sewer improvements. Water revenue bonds  
891 and/or sewer revenue bonds issued under the provisions of this act shall not be deemed to  
892 constitute a pledge of the faith and credit of the district but such bonds shall be payable  
893 solely from the funds provided therefor under the provisions of this act. All such bonds  
894 shall contain a statement on their face substantially to the effect that the district is not  
895 obligated to pay such bonds or the interest thereon except from such funds and that the  
896 faith and the credit of the district is not pledged to the payment of the principal of or the  
897 interest on such bonds. The issuance of water revenue bonds and/or sewer revenue bonds

under the provisions of this act shall not directly or indirectly or contingently obligate the district to levy any taxes whatever therefor or to make any appropriation for their payment except from the funds pledged under the provisions of this act.

(i) 1. The resolution authorizing the issuance of water revenue bonds under the provisions of this act shall pledge the revenues to be received but shall not convey or mortgage any water supply system or water system improvements, or any part thereof.

2. The resolution authorizing the issuance of sewer revenue bonds under the provisions of this act shall pledge the revenue to be received but it shall not convey or mortgage any sewage disposal system or sewer improvements or any part thereof.

3. Either water revenue bonds or sewer revenue bonds may contain such provisions for protecting and enforcing the rights and remedies of the bondholders as may be reasonable and proper and not in violation of law, including covenants setting forth the duties of the Governing Board of the district in relation to the purchase, construction, reconstruction, improvement, maintenance, operation, repair, and insurance of the water supply system or systems and the water system improvements and the sewage disposal system or systems and the sewer improvements and the provisions for the custody, safeguarding, and application of all moneys, and for the employment of consulting engineers in connection with such purchase, construction, reconstruction, or operation. Such resolution may set forth the rights and remedies of the bondholders and may restrict the individual right of action by bondholders as is customary in trust agreements or trust indentures securing bonds or debentures or corporations.

4. In addition to the foregoing, such resolution may contain such other provisions as the Governing Board of the district may deem reasonable and proper for the security of

921 bondholders. Except as in this act otherwise provided, the Governing Board of the district  
922 may provide for the payment of the proceeds of the sale of the bonds and revenues of the  
923 water supply system or systems and of any water system improvements or of the sewage  
924 disposal system or systems and of any sewer improvements to such officer, board, or  
925 depository as it may designate for the custody thereof, and for the method of disbursement  
926 thereof, with such safeguards and restrictions as it may determine.

927 (j) The resolution providing for the issuance of water revenue bonds and/or sewer  
928 revenue bonds may also contain such limitations upon the issuance of additional water  
929 revenue bonds and/or sewer revenue bonds as the Governing Board of the district may  
930 deem proper, and such additional bonds shall be issued under such restrictions and  
931 limitations as may be prescribed by such resolution.

932 (k) No water revenue bonds or sewer revenue bonds shall be issued under the  
933 authority of this act unless the Governing Board of the district shall have theretofore found  
934 and determined the estimated cost of the facilities or systems on account of which such  
935 bonds are to be issued, the estimated annual revenues of such facilities or systems, and the  
936 estimated annual cost of maintaining, repairing, and operating such facilities or systems,  
937 nor unless it shall appear from such estimate that the annual revenues will be sufficient to  
938 pay such cost of maintenance, repair, and operation and the interest on such bonds and the  
939 principal thereof as such interest and principal shall become due.

940 (l) If the approval of the issuance of water revenue bonds or sewer revenue bonds  
941 at an election of the residents who are qualified electors residing in the district shall be  
942 required by the State Constitution, such election shall be called, noticed, and conducted  
943 and the result thereof determined and declared as shall have been or may be required by

944 law for the issuance of bonds of the district.

945 (m) Notwithstanding the provisions of paragraphs (h), (i), (j), and (k), the district  
946 may issue water and sewer revenue bonds for the purpose of construction, acquisition, or  
947 improvement of water supply systems or water system improvements and sewage disposal  
948 systems or sewer improvements, which have been combined by the district. Such water  
949 and sewer revenue bonds may also be issued for the purpose of the construction,  
950 acquisition, or improvement of such combined system, or any part thereof, and the  
951 refunding of any outstanding bonds or obligations theretofore issued to finance the cost of  
952 such combined system or any part thereof.

953 (n) In the event that the water supply system or water system improvements and  
954 sewage disposal systems and sewer improvements are combined into one water and sewer  
955 system, all of the provisions of this chapter relating to water supply systems or water system  
956 improvements and sewage disposal systems and sewer improvements and water revenue  
957 bonds and sewer revenue bonds shall apply to such combined systems and water and sewer  
958 revenue bonds to the extent the same are applicable.

959 (28) To conduct environmental education as necessary and appropriate to minimize  
960 damage to the area's resources and environment, to prevent additional environmental  
961 problems from being created, and to provide education regarding solutions to existing  
962 problems.

963 (29) To conduct environmental enhancements as necessary and appropriate to  
964 minimize damage to the area's resources and environment, to prevent additional  
965 environmental problems from being created, and to provide solutions to existing  
966 environmental problems.

967           Section 7. The Board may, subject to approval as provided in section 17, levy upon  
968 all of the taxable property in the district a special tax not exceeding 1/4 mill on the dollar  
969 during each year solely for the purposes authorized and prescribed by this act. Said levy  
970 shall be made each year not later than July 1 by resolution of the Board of a majority thereof  
971 duly entered upon its minutes. Certified copies of such resolution executed in the name of  
972 the Board by the chair and secretary and under its corporate seal shall be made and  
973 delivered to the Boards of County Commissioners of Palm Beach and Martin Counties and  
974 to the Department of Revenue, not later than July 1 of each year. The property appraisers  
975 of the respective counties shall assess and the collectors of the respective counties shall  
976 collect the amount of taxes so assessed and levied by the Board upon all of the taxable  
977 property in the district at the rate of taxation adopted by the Board for the year and included  
978 in the resolution, and the levy shall be included in the warrants of property appraisers and  
979 attached to the assessment roll of taxes for the respective counties each year. The tax  
980 collectors shall collect such taxes so levied by the Board in the same manner as other taxes  
981 are collected and shall pay the same within the time and in the manner prescribed by law  
982 to the treasurer of the Board. All taxable property in the district shall be assessed in  
983 accordance with chapter 193, Florida Statutes.~~The Department of Revenue shall assess all~~  
984 ~~such property in accordance with section 193.035, Florida Statutes.~~ All such taxes shall be  
985 held by the treasurer for the credit of the Board and paid out in accordance with the  
986 provisions of this act.

987           Section 8. In the event that the fees, rates, or charges for the services and facilities  
988 of any system are not paid when due:

989           (1) The district may, if such default continues for 30 days or more after written

990 notice to such delinquent customer, discontinue and shut off the supply of the services and  
991 facilities of said system, to the person, firms, corporation, or other body, public or private,  
992 so supplied with such services or facilities, until such fees, rates, or charges, including legal  
993 interest, penalties, and charges for the shutting off and discontinuance or the restoration of  
994 such services or facilities are fully paid. Such delinquent fees or charges, together with  
995 legal interest, penalties, and charges for the shutting off and discontinuance or the  
996 restoration of such services or facilities, and reasonable attorney's fees, costs, and other  
997 expenses, may be recovered by the Board in a court of competent jurisdiction.

998 (2) The district shall have a lien on all lands and premises served by it for all  
999 charges, until paid, for services provided to such lands or premises by the district, or  
1000 connection fees associated therewith, which lien shall be prior to all other liens, except that  
1001 such lien shall be on parity with the lien of state, county, and municipal taxes, and any lien  
1002 for charges for services created pursuant to section 159.17, Florida Statutes. Such lien shall  
1003 be perfected by the district by recording in the official records of the county in which the  
1004 lands or premises are located a claim of lien in a form substantially as provided in section  
1005 713.08, Florida Statutes. A copy of the claim of lien shall be served as provided in section  
1006 713.18, Florida Statutes, within 10 days after the claim of lien is recorded. If 30 days after  
1007 service has been made liens created under this section remain delinquent, such liens may  
1008 be foreclosed by the district in the manner provided by the laws of this state for the  
1009 foreclosure of mortgages on real property, and the district shall be entitled to reasonable  
1010 interest, attorney's fees, and other court costs.

1011 Section 9. The district may assume the operation of any system which substantially  
1012 fails to meet its financial responsibilities or operating standards pursuant to this act or other

1013 laws and regulations of this state.

1014       Section 10. The district may provide for the construction or reconstruction of  
1015 assessable improvements as defined in section 5, and pay for the same by all financing,  
1016 assessment, and taxing means permitted by law and this act.

1017       Section 11. The Board shall prepare an annual report, audited by a qualified  
1018 certified public accountant, including all matters relating to revenues, expenses of  
1019 maintenance, repair, and operation and renewals and capital replacements, principal and  
1020 interest requirements, and the status of all funds and accounts. The report shall be filed  
1021 pursuant to sections 218.32 and 218.39, Florida Statutes, and published as required by  
1022 chapter 189, Florida Statutes. ~~Copies of such report shall be filed with the department by~~  
1023 ~~October 1 of the following fiscal year and shall be open to public inspection and available~~  
1024 ~~upon request at cost.~~

1025       Section 12. No water system, storm drainage system, sewer system, or other facility  
1026 for the production, treatment of sewage, and collection and discharge of storm drainage  
1027 shall be constructed within the district unless the Board gives its consent thereto and  
1028 approves the plans and specifications therefor. Said consent and approval shall not be  
1029 given unless the location and design thereof and its equipment will permit it to be operated  
1030 in unison with the district's systems and other existing systems and is adequate to meet the  
1031 minimum standards of such systems as provided by law and this act.

1032       Section 13. (1) The Board shall have the power to transfer, sell, or assign any of  
1033 the property of the district which it finds is not needed to carry out the purposes of this act  
1034 to any other governmental agency at whatever terms it deems reasonable.

1035       (2) The Board is authorized to lease or otherwise convey any temporary interests

1036 or rights in lands to which the District has title, or to which it may hereafter acquire title,  
1037 whenever the Board determines it is in the best interest of the District to do so, for such  
1038 terms and conditions as the Board may in its discretion determine. The power to lease or  
1039 otherwise convey granted herein specifically includes the power by the District to enter  
1040 into public or private partnerships regarding District lands upon such terms and conditions  
1041 as the Board may in its discretion determine.

1042 (a) Before leasing any land or any interest or rights in and to any land, the  
1043 Governing Board shall publish once pursuant to chapter 50, Florida Statutes, each in Palm  
1044 Beach County and in Martin County a notice stating that at a meeting of the Governing  
1045 Board to be held on a certain day and hour, not less than 12 days from the date of such  
1046 publication, which meeting may be a regular, adjourned, or special meeting, all interested  
1047 persons may appear and file written objections to the confirmation of such action. The  
1048 notice shall set forth a description of the lands or interests or rights in lands offered for  
1049 lease.

1050 Section 14. The provisions of this act shall be liberally construed to effect its  
1051 purposes.

1052 Section 15. In case any one or more of the sections or provisions of this act, or the  
1053 application of such sections or provisions to any situations, circumstances, or person, shall  
1054 for any reason be held to be unconstitutional or invalid, such unconstitutionally or  
1055 invalidity shall not affect any other sections or provisions of this act or the application of  
1056 such sections or provisions to any other situation, circumstance, or person, and it is  
1057 intended that this act shall be construed and applied as if such section or provision so held  
1058 unconstitutional or invalid had not been included in this act.



1059           Section 16. Nothing contained in this act shall be construed to empower the district  
1060 to exercise control over the management of waters ~~of the Central and Southern Florida~~  
1061 ~~Flood Control project~~under the authority of the South Florida Water Management District,  
1062 or over any of the works of the South Florida Water Management ~~Central and Southern~~  
1063 ~~Florida Flood Control~~ District. Nothing contained herein shall be construed to empower  
1064 the district to use the power of eminent domain against the South Florida Water  
1065 Management ~~Central and Southern Florida Flood Control~~ District, nor to empower the levy  
1066 of special assessment or ad valorem taxes against lands held by the South Florida Water  
1067 Management ~~Central and Southern Florida Flood Control~~ District.

1068  
1069           Section 17. The provisions of section 7 which authorize the levy of ad valorem  
1070 taxation shall take effect only upon its approval by a vote of the electors of the district as  
1071 may be required by the State Constitution. The Board shall call and provide for the holding  
1072 of a referendum at the next election of the district or at a special election called by the  
1073 Board for that purpose at which referendum the qualified electors in the district shall  
1074 approve or reject the authority to levy ad valorem taxes provided in this act, all as may be  
1075 now required by the Florida Constitution; and the previous failure of the district to  
1076 previously call such referendum as required by the former language of section 17 of chapter  
1077 ~~17-822~~71-822, Laws of Florida, shall in no way affect the validity of the result of such  
1078 referendum to be held. If ad valorem taxation shall be approved at said election, the Board  
1079 may impose an initial tax levy not to exceed 1/4 mill. Any subsequent increase in said tax  
1080 levy may only be made with the approval of the electors of said district at a special election  
1081 called by the Board and held for that purpose. Such elections shall be held in accordance

1082 with the provisions of sections 100.211-100.351, Florida Statutes.

1083       Section 18. The qualified electors of the district shall have the power of initiative  
1084 to propose an action to be taken by the Board which the Board is authorized under this act  
1085 to take and the power of referendum to require reconsideration by the Board of any action  
1086 of a nature requiring full compliance with [chapter 120, Florida Statutes](#), the Administrative  
1087 Procedure Act, taken by the Board. If the board fails to take the action proposed or to  
1088 repeal the action to be reconsidered, the electors shall be entitled to approve or reject the  
1089 proposed or reconsidered action according to the following procedure:

1090       (1) A petition must be prepared and filed with the Board within 10 days after final  
1091 passage of such action which shall contain a statement of the proposed action or of the  
1092 action to be reconsidered and the signatures of at least 10 percent of the qualified electors  
1093 within the district voting in the most recent district election, or 5 percent of the registered  
1094 district voters, whichever is greater.

1095       (2) The petition shall be filed with the Board which shall submit the petition to the  
1096 supervisors of elections of the counties within the district for verification of signatures.  
1097 Upon receipt of certification by the supervisors of elections that the petition contains at  
1098 least 10 percent of qualified electors within the district, voting in the most recent district  
1099 election, or 5 percent of the registered district voters, whichever is greater, the Board shall  
1100 promptly consider the proposed action or reconsider the action to be reconsidered by voting  
1101 its repeal. If the Board does not adopt the proposed action or repeal the action to be  
1102 reconsidered within 30 days after receipt of the certification, the Board shall fix a day for  
1103 holding an election to be held not less than 60 days nor more than 90 days from the receipt  
1104 of such certification.

1105 (3) This section shall not apply to any actions of the Board approved prior to the  
1106 effective date of the 2021~~1978~~ amendments, nor shall the same in any manner affect  
1107 obligations and indebtedness incurred prior to the ~~1978~~2021 amendments. If a majority  
1108 of the votes cast in the election are in favor of the proposed action or in favor of the repeal  
1109 of the action being reconsidered, the proposed action shall be considered adopted, or the  
1110 action being reconsidered shall be considered repealed upon the announcement of the  
1111 official canvass of the election.

1112 (4) The word “action” as used in this act shall not include matters involving internal  
1113 management or administration of grants, but does include, without limitation, any matters  
1114 arising under ~~the Administrative Procedure Act, chapter 74-310, Laws of Florida~~chapter  
1115 120, Florida Statutes.

1116 (5) Nothing in this section shall be construed to require any person to register to  
1117 vote in any election held pursuant to this section if at the time such election is held, the  
1118 person is registered to vote in state or county elections.

1119 Section 19. The purpose of this section is to permit the District to make suitable  
1120 District land available to the public for passive outdoor recreation and to limit its liability  
1121 to persons going thereon and to third persons who may be damaged by the acts or omissions  
1122 of persons going thereon.

1123 (1) Except as provided in subsection (2), if the District provides the public with  
1124 land for passive outdoor recreation, or allows access to District lands for passive outdoor  
1125 recreation, or the District leases any land to any other entity for passive outdoor recreation,  
1126 or enters into a joint use agreement of any kind, or provides access for passive outdoor  
1127 recreation, the District owes no duty of care to keep the land safe for entry or use by others

1128 or to give warnings to persons entering or going on such land of any hazardous conditions,  
1129 structures, or activities thereon. The District, when providing land for passive outdoor  
1130 recreation, does not, by providing that land, extend any assurance that such land is safe for  
1131 any purpose, does not incur any duty of care toward a person who goes on the land, and is  
1132 not responsible for any injury to persons or property caused by an act or omission of a  
1133 person who goes on that land. This subsection does not apply for any commercial or other  
1134 activity from which profit is derived from the patronage of the public on any such land or  
1135 any part thereof. This section applies to any person going on the leased land or land subject  
1136 to a joint use or similar agreement, irrespective of whether the person goes as an invitee,  
1137 licensee, or trespasser or in any other capacity.

1138 (2) This section does not relieve the District of any liability that would otherwise  
1139 exist for gross negligence or a deliberate, willful, or malicious injury to a person or  
1140 property. This section does not create or increase the liability of the District or person  
1141 beyond that which is authorized by section 768.28, Florida Statutes.

1142 (3) The term “passive outdoor recreation,” as used herein, includes bicycling,  
1143 hiking, walking, jogging, wildlife viewing, outdoor photography, kayaking, canoeing and  
1144 activities similar thereto.

1145 Section 4. Chapters 71-822, 75-475, 76-429, 76-431, 78-559, 78-561, 80-577, 86-  
1146 429, 86-430, 88-506, 90-438, and 92-255, Laws of Florida, are repealed.

1147 Section 5. If any provision of this act, or any provision of the district’s charter  
1148 contained herein, is held to be unconstitutional, such holding shall not affect the validity  
1149 of the remaining provisions of this act.

1150 Section 6. This act shall take effect upon becoming a law.

# 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., Executive Director  
Date: November 10, 2020  
Subject: Board Appointments and Liaisons

A handwritten signature in blue ink, appearing to read "D. Albrey Arrington", is written over the "From:" line of the memorandum.

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

Mr. Boggie has served as liaison to Busch Wildlife Sanctuary for approximately 10 years. It is my understanding that he would like to pass this baton to another Board Member.

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

**“THAT THE GOVERNING BOARD adopts the revised chart of Governing Board appointments and liaisons.”**

Gordon M. Boggie  
Board Member

Dr. Matt H. Rostock  
Board Member

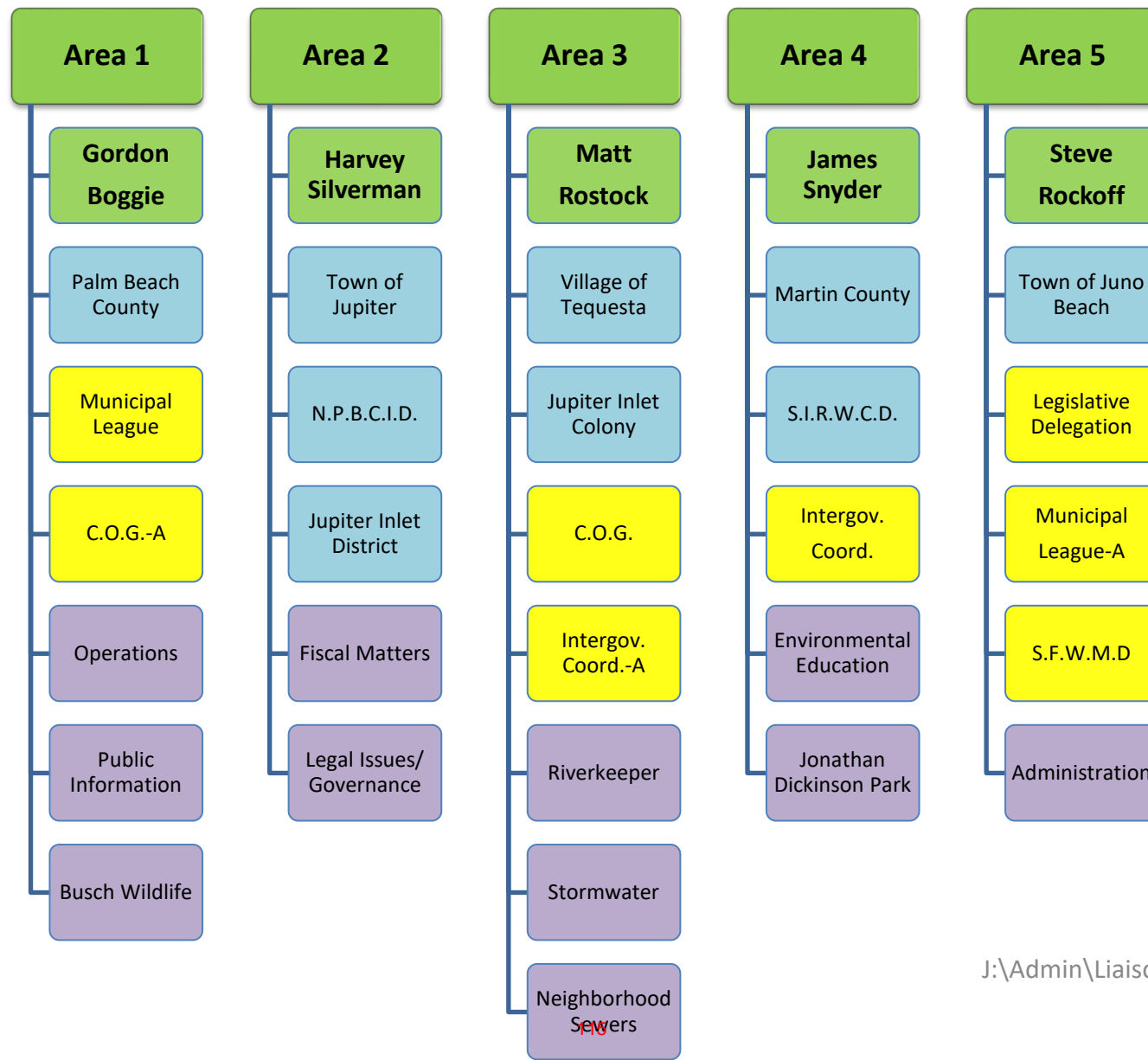
Stephen B. Rockoff  
Chairman

Harvey M. Silverman  
Board Member

James D. Snyder  
Board Member

# GOVERNING BOARD

## APPOINTMENTS & LIAISONS - 2020



# 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> Pl N	3	Notified Owners – April 2019 Notice of Intent to Assess – February 2015		2020
	605+607 Military Trl	2	Notified Owners – June 2020	2022	

Rank *	Area Description	# Lots	Activity	Original Target Date	Revised Target Start Date
AA	Peninsular Road	5	Private Road Notice of Intent – February 2010 Partial construction complete - June 2013 Soliciting easements for remainder of project	2010	AEO
BB	Rivers Edge Road (Martin Co.)	35	Notified Owners – August 2010 Private Road-Easements Solicited – May 2014 Notice of Intent – February 2014 Project Delayed	2013	AEO
CC	171 <sup>st</sup> Street (Martin Co.)	7	Private Road - In House Design Owners notified October 2012 Easement rec'd from Church – April 2017 Grant received	2014	AEO
CC	Jamaica Dr	11	Private Road Owners notified Oct 2012	2014	AEO
CC	66 <sup>th</sup> Terr+Way	19	Notified Owners – Aug 2010 *Private Roads Notice of Intent to Assess – February 2015	2014	AEO
D	Loggerhead Park <i>(institutional)</i>	6 ECs	Need Easements from Palm Beach County	2014	AEO
DD	Taylor Road	38	Notified Owners – September 2011 Private Roads	2015	AEO
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>	11	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 – November 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 &amp; Assessment"

TBD = To be determined

AEO = As easements are obtained



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

November 12, 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.

August 19, 2020. Agreed Order permitting transfer of the case to Martin County

Sept 16, 2020. Amended Complaint filed in Martin County

As of Oct 8, No Summons yet served on the District.

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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**

**NONE**



***Loxahatchee River Environmental Control District***  
***Monthly Status Report***  
***November 12, 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 November 12, 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:

- All permits for the project have been obtained.
- Bid Set documents were submitted to the District on October 22, 2020.
- Project was advertised for bid by the District on November 9, 2020.
- Pre-Bid Meeting is scheduled for December 2, 2020.

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

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

- Awaiting finalized contract between Contractor and the District to complete conformed construction documents.

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

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

- Outlet Box and Diversion Structure C have been added to the model and Operation Strategy.
- System Hydraulic Profile has been added to the plans.
- The 100% design package was submitted to the District on November 10, 2020.

**Lift Station Fall Protection Improvements**

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

- Pre-bid meeting was held on October 20, 2020.
- Addendum 1 was issued on October 27, 2020.
- Contractors submitted bids on November 2, 2020.



- Bid opening was held on November 5, 2020.
- Bid responses were provided to B&W by the District on November 5, 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:** November 11, 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 November 11, 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 October 16, 2020, HCE transmitted the final drawings and contract documents for bidding to the District. The project has been advertised. The pre-bid is scheduled for November 17, 2020 and the bid opening on December 8, 2020.

**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 assisted the Contractor in procuring the Martin County right-of-way permit. The permit has now been issued. HCE has reviewed the shop drawings and have returned all submittals back to the Contractor. Upon receipt of the preconstruction video 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**

- District staff will be replacing the pumps at Lift Station #70 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**

- On October 30, 2020, the final design submittal was provided to District staff. This project is scheduled to be advertised for bidding in December with a bid opening in January 2021.



### **Jupiter Inlet Lighthouse Septic to Sewer**

- On October 27, 2020, a kickoff meeting was held with HCE and District staff. A site visit meeting has been scheduled for November 17, 2020. HCE is currently working on the 90% design plans.

# *Busch Wildlife Sanctuary*

The 4th Quarter Report will be presented at the January 2021 Board Meeting.

# Director's Report

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

J:\Board\Notebook\Directors Report



# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458-8964

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

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



To: Governing Board  
From: Kara Fraraccio, Director of Finance and Administration  
Date: November 13, 2020  
Subject: Monthly Financial Report

## Cash and Investments

**Balances as of October 31, 2020**

### **Certificates of Deposit:**

<b>Institution</b>	<b>Original Term</b>	<b>Maturity</b>	<b>Rate</b>	<b>Book Value</b>	<b>Monthly Interest Earned</b>	<b>Market Value</b>
US Bank	2 Years	01/29/21	2.71%	\$ 1,011,450	\$ 2,435	\$ 1,060,301
Bank United	2 Years	03/11/21	2.60%	1,000,000	2,296	1,043,476
Bank United	9 Months	03/12/21	0.55%	1,565,316	730	1,568,632
<b>Subtotal</b>				<b>\$ 3,576,766</b>	<b>\$ 5,461</b>	<b>\$ 3,672,409</b>

### **Money Market Accounts:**

Synovus - Public Demand	0.35%	\$ 3,668	\$ 12,341,519
TD Bank - NOW	0.25%	1,746	8,246,544
<b>Subtotal</b>		<b>\$ 5,414</b>	<b>\$20,588,063</b>

### **Checking Account:**

SunTrust-Hybrid Business Account	0.50%	\$ 4,289	\$ 11,137,854
<b>Subtotal</b>		<b>\$ 4,289</b>	<b>\$11,137,854</b>

<b>Total</b>		<b>\$ 15,164</b>	<b>\$35,398,326</b>
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Average weighted rate of return on investments is: .52%

As of 10/30/20:

3 month Short Term Bond: .09%

1 month Federal Fund Rate: .25%

Cash position for October 2019 was \$32,222,812. Current Cash position is **up** by \$3,175,514.

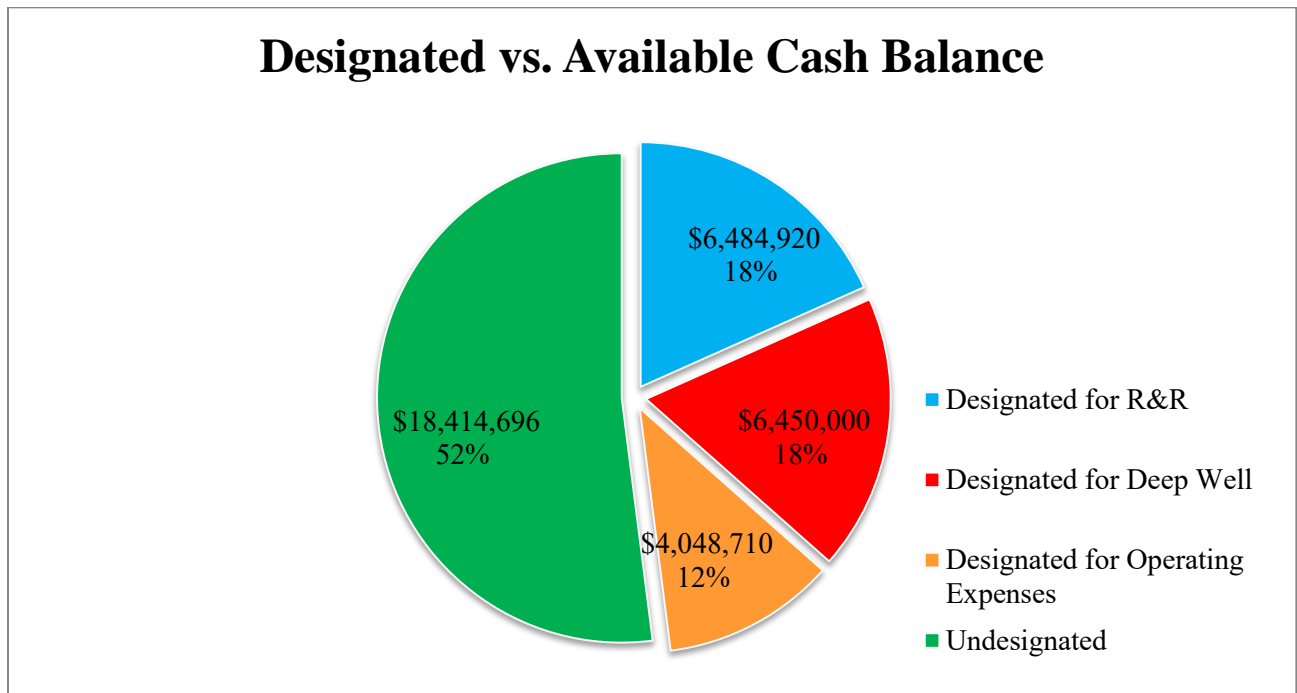
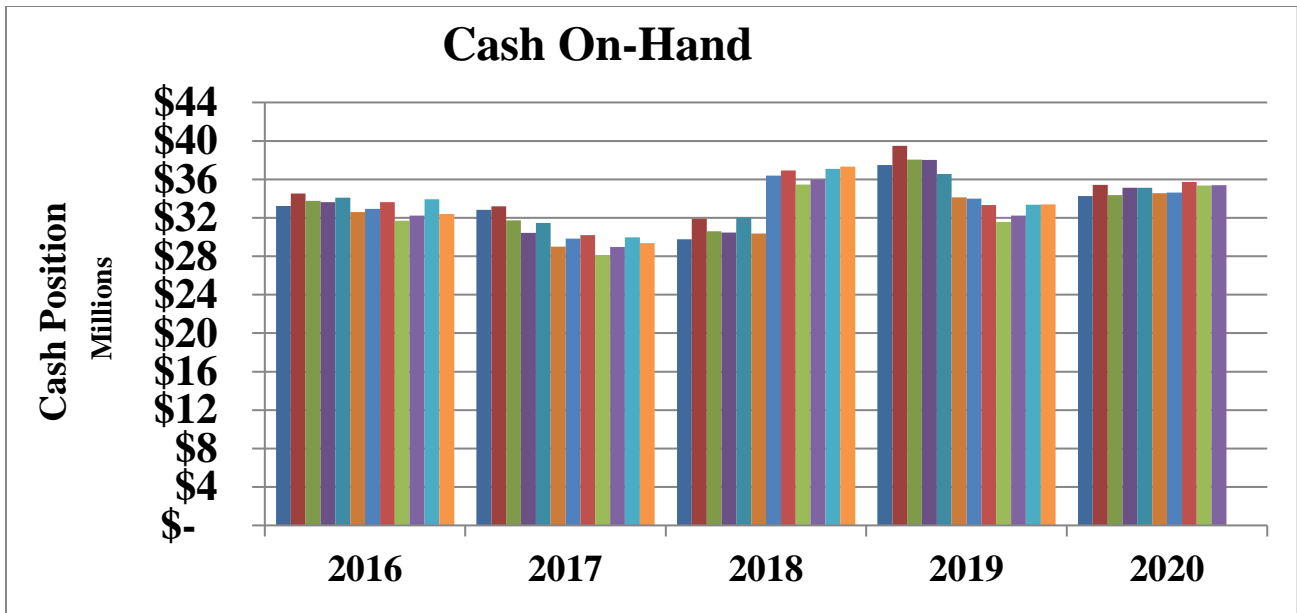
Gordon M. Boggie  
Board Member

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 October were \$12,835. The fiscal year-to-date total is \$12,835.
- Septage billing for the month of October was \$88. The fiscal year-to-date total is \$88.
- Developer's Agreement – There were two new Developer Agreements in October.
- I.Q. Water Agreements – Jupiter County Club and Greenwich Master (Florida Workplace) are past due for October.
- Estoppel fees collected in October totaled \$9,625. The fiscal year-to-date total is \$9,625.

## Summary of Budget vs. Actual

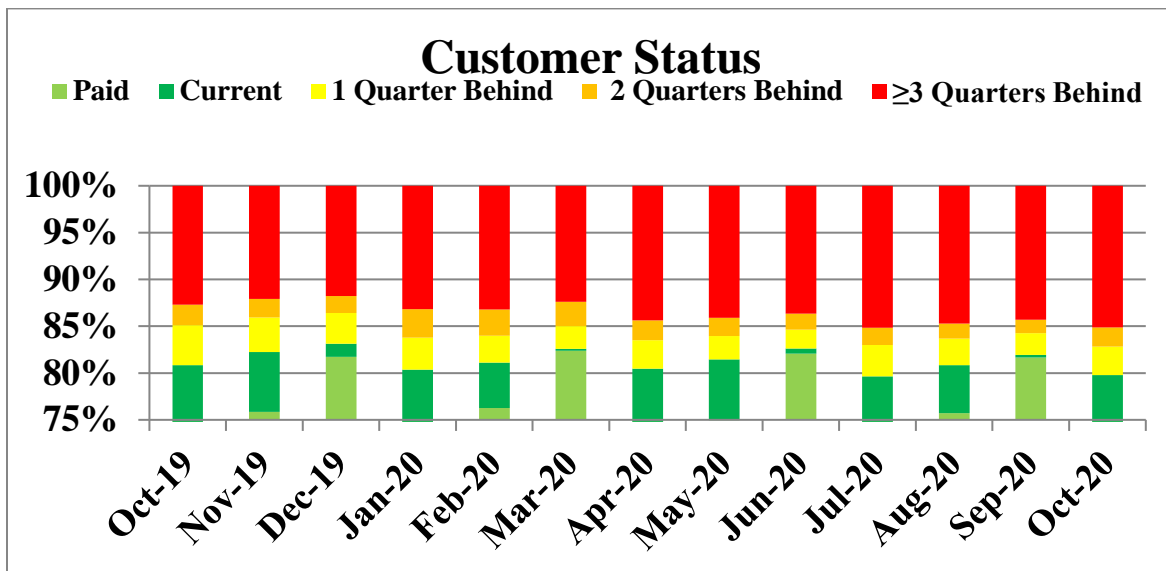
<i>Budget Benchmark</i> 8.00%	<b>Oct-20</b> <b>Actual</b>	<b>YTD</b> <b>Actual</b>	<b>FY 21</b> <b>Budget</b>	<b>Favorable</b> <b>(Unfavorable)</b>	<b>Budget</b> <b>Expended</b>	<b>Oct-19</b> <b>YTD</b>
<b>Revenues</b>						
<b>Operating Revenues</b>						
Regional Sewer Service	\$1,397,394	\$1,397,394	\$17,670,500	\$ (16,273,106)	7.91%	\$1,416,488
Standby Sewer Service	8,249	8,249	90,000	(81,751)	9.17%	7,308
IQ Water Charges	189,732	189,732	2,250,000	(2,060,268)	8.43%	199,340
Admin. and Engineering Fees	4,915	4,915	73,000	(68,085)	6.73%	2,308
Other Revenue	36,866	36,866	410,000	(373,134)	8.99%	66,781
<b>Subtotal Operating Revenues</b>	<b>1,637,156</b>	<b>1,637,156</b>	<b>20,493,500</b>	<b>(18,856,344)</b>	<b>7.99%</b>	<b>1,692,225</b>
<b>Capital Revenues</b>						
Assessments	63,424	63,424	931,500	(868,076)	6.81%	8,004
Line Charges	24,474	24,474	203,000	(178,526)	12.06%	11,875
Plant Charges	48,087	48,087	932,000	(883,913)	5.16%	187,503
Capital Contributions			800,000	(800,000)	0.00%	
<b>Subtotal Capital Revenues</b>	<b>135,985</b>	<b>135,985</b>	<b>2,866,500</b>	<b>(2,730,515)</b>	<b>4.74%</b>	<b>207,382</b>
<b>Other Revenues</b>						
Grants					100.00%	
Interest Income	11,091	11,091	648,000	(636,909)	1.71%	50,864
<b>Subtotal Other Revenues</b>	<b>11,091</b>	<b>11,091</b>	<b>648,000</b>	<b>(636,909)</b>	<b>1.71%</b>	<b>50,864</b>
<b>Total Revenues</b>	<b>\$ 1,784,232</b>	<b>\$ 1,784,232</b>	<b>\$ 24,008,000</b>	<b>\$ (22,223,768)</b>	<b>7.43%</b>	<b>\$ 1,950,471</b>
<b>Expenses</b>						
Salaries and Wages	\$247,622	\$247,622	\$5,960,700	\$ 5,713,078	4.15%	\$285,350
Payroll Taxes	17,535	17,535	428,900	411,365	4.09%	21,145
Retirement Contributions	36,917	36,917	889,100	852,183	4.15%	41,650
Employee Health Insurance	104,323	104,323	1,478,400	1,374,077	7.06%	88,823
Workers Compensation Insurance	28,252	28,252	86,800	58,548	32.55%	46,864
General Insurance	215,768	215,768	386,895	171,127	55.77%	211,868
Supplies and Expenses	115,364	115,364	1,128,000	1,012,636	10.23%	164,796
Utilities	98,328	98,328	1,399,225	1,300,897	7.03%	84,667
Chemicals	24,705	24,705	379,000	354,295	6.52%	26,566
Repairs and Maintenance	281,862	281,862	1,948,070	1,666,208	14.47%	301,705
Outside Services	101,127	101,127	1,884,750	1,783,623	5.37%	76,677
Contingency			225,000	225,000	0.00%	
<b>Subtotal Operating Expenses</b>	<b>1,271,803</b>	<b>1,271,803</b>	<b>16,194,840</b>	<b>14,923,037</b>	<b>7.85%</b>	<b>1,350,111</b>
<b>Capital</b>						
Capital Improvements	1,376,407	1,376,407	10,994,500	9,618,093	12.52%	1,597,617
<b>Subtotal Capital</b>	<b>1,376,407</b>	<b>1,376,407</b>	<b>10,994,500</b>	<b>9,618,093</b>	<b>12.52%</b>	<b>1,597,617</b>
<b>Total Expenses</b>	<b>\$ 2,648,210</b>	<b>\$ 2,648,210</b>	<b>\$ 27,189,340</b>	<b>\$ 24,541,130</b>	<b>9.74%</b>	<b>\$ 2,947,728</b>
<b>Excess Revenues</b>						
<b>Over (Under) Expenses</b>	<b>\$ (863,978)</b>	<b>\$ (863,978)</b>	<b>\$ (3,181,340)</b>	<b>\$ 2,317,362</b>		<b>\$ (997,257)</b>

## Pending/Threatened Litigation

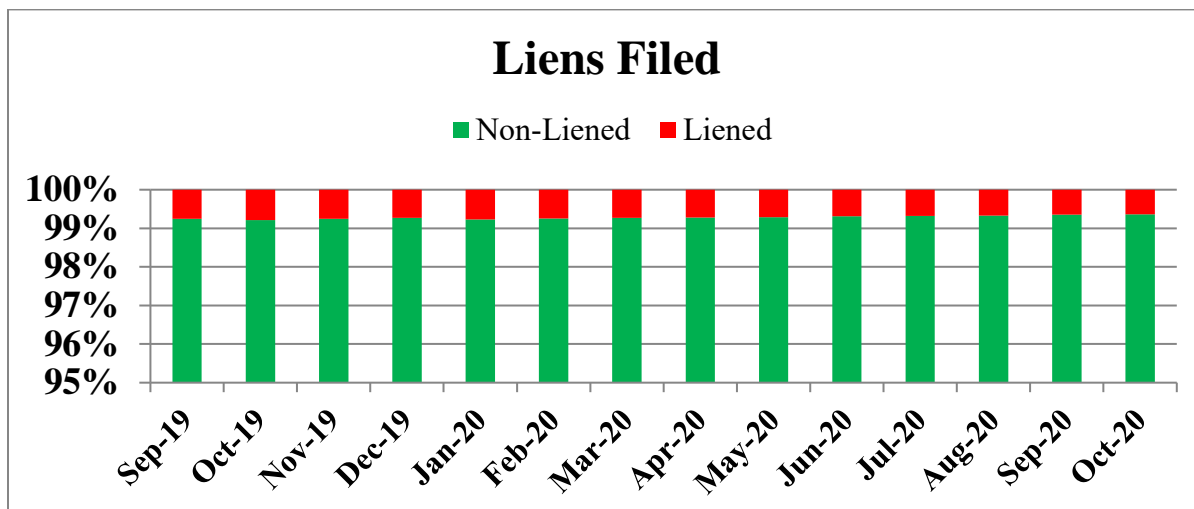
- Vehicle Accident – The District received a legal summons related to a vehicle accident involving a District vehicle. This claim is currently being handled through the District’s General Liability Insurance provider, PRIA. PRIA has assigned the firm of Roberts, Reynolds, Bedard & Tuzzio, PLLC to represent 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 80% billing.



The District serves approximately 32,900 customers. Currently, the District has 210 liens filed which represent approximately 1% of our customers.



# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458

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



## MEMORANDUM

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

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

DATE: November 13, 2020

SUBJECT: Engineering Services Report

### PROJECT HIGHLIGHT

As we prepared for fiscal year 2021 we implemented a new scheduling program, Primavera P6 Professional (P6). With the software we scheduled each capital project through completion with two intentions. First, that budget requirements for capital projects spanning multiple fiscal years could be more accurately accounted for in any given fiscal year. Second, using (for the most part) a standard work breakdown structure for similar projects and updating the schedule at the beginning of every month, will allow us to more accurately track schedule performance.

We also took the opportunity to structure the program schedule in P6 utilizing the account numbers and project IDs used by finance so transferring information between the departments is streamlined which will reduce confusion and the opportunity for errors.

For reporting we are using P6's calculation of float. Float is the amount of time an activity may be delayed without impacting the project completion date. This month's Executive Dashboard presents capital project's schedule performance using the sum of float (defined, for our purposes, as the difference in days between the current projected Completion Date and the originally scheduled Completion Date) for all capital projects valued at \$100,000 or more divided by the number of capital projects valued at \$100,000 or more. In effect, we are looking at the average float for major capital projects which is an indicator of the overall capital program's schedule performance.

This month's average float for major capital projects is -12, indicating that we are 12 calendar days behind schedule for the overall capital program.

50-40	Collections and Transmission
50-40-6100	Land
50-40-6200	Buildings
50-40-6300	Improvements Other than Buildings (Infrastructure)
50-40-6400	Machinery and Equipment
N21004	Master Lift Station Traveling Bridge Crane
50-40-6410	Vehicles
50-40-6500	Construction in Progress
N21005	Master Lift Station Bypass Study
50-40-6510	Construction in Progress - Neighborhood Sewering
R20023	Rolling Hills Gravity Sewer System
N20035	181st Street Gravity Sewer System
N20012	Jupiter Inlet Lighthouse Septic to Sewer Conversion
50-40-6520	Construction in Progress - Lift Stations
N20039	Lift Station Fall Protection
R19011	Lift Station 082 Conversion
R20032	Lift Station 056 Rehabilitation
R20033	Lift Station 101 Rehabilitation
R20034	Lift Station 199 Driveway
50-40-6530	Construction in Progress - Gravity Systems
R21001	Lift Station 018 Collection System Rehabilitation
R20028	Lift Station 057 Lateral Lining
R20029	Lift Station 058 Lateral Lining
R20051	LS065-MH058 and LS065-MH042 Manhole Rehabilitation
R21002	Lift Station 041 Collection System Rehabilitation
R21003	Lift Station 050 Collection System Rehabilitation
50-40-6540	Construction in Progress - Force Mains
R20035	Olympus Drive Force Main and Low Pressure Replacement
R20036	Alternate A1A Subaqueous Force Main Cleaning and Inspection
R20056	LS057 Force Main and Valve Replacement
N20028	Country Club Drive Force Main Transmission System
50-40-6550	Construction in Progress - LPSS
R20054	US 1 North and SE Conch Bar LPSS Upgrades
50-40-6560	Construction in Progress - Permanent Generators
N20042	Lift Station 163 Emergency Generator
N20031	Lift Station 291 Emergency Generator
50-40-6570	Construction in Progress - Telemetry
N21003	Lift Station Cellular Telemetry

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Board Member

## **IN-HOUSE PROJECTS**

*Lift Station Rehabilitations General Construction Services:* Lift Station 101 and 56 rehabilitations are under way. Lift Station 101 will receive all new piping, valves, guide rails, base plates, wetwell lid and wetwell hatch (with fall protection) and driveway. Lift Station 56 will receive all new piping, valves, guide rails, base plates, wetwell lid and wetwell hatch (with fall protection) as well as new fencing and, retaining wall and landscaping to screen the station from the surrounding community, Pines of Jupiter.

In addition to the rehabilitations above, we are installing a new driveway, fence and landscaping at LS199 to improve access and screen the station from the community. The screening is being provided in coordination with the community and Town of Jupiter.

*Cellular Telemetry:* Last month the Board approved the continuing services contracts included with RFQ 20-001PROFSERVICES. Staff are coordinating with a consultant for the terms of the work authorization under a continuing services contract. Staff intend to bring the work authorization to the Board for approval at the December 2020 Board Meeting. The new telemetry will provide power, pump and level status as well as offer battery backed up communication to the stations. The battery backup and level status will be key features used in managing an emergency response to significant power failure in our service area.

*181<sup>st</sup> Street Gravity Sewer System:* This project will serve 11 lots located just off Limestone Creek Rd. The new system will tie into an existing gravity system in Limestone Creek Rd. Final contract revisions are complete as well as legal review allowing for electronic bids (due to COVID) and the recently approved contractor safety management policy. Staff had intended to advertise and bid 181<sup>st</sup> Street Gravity Sewer System in September but due to shifting priorities (Alternate A1A/Damon Bridge Force Main) postponed the bid to December.

*Neighborhood Sewering/Remnant Properties:* Staff has designed, permitted and issued purchase orders under our Low Pressure General Construction Services Contract to provide sewer service to 18870/18890 SE Country Club Drive, Thelma Avenue, 18205 Gardiner Lane and 197<sup>th</sup> Place North. Installation of these systems excluding Thelma Avenue are complete and staff are working on record drawings and FDEP/PBCHD certifications.

Including the above and Olympus Dr (included in the Olympus Drive Force Main Replacement project) and 605 + 607 Military Trail (to be completed by in house staff this year) the District will have completed all projects listed under Remnant Areas in the Neighborhood Sewering Schedule.

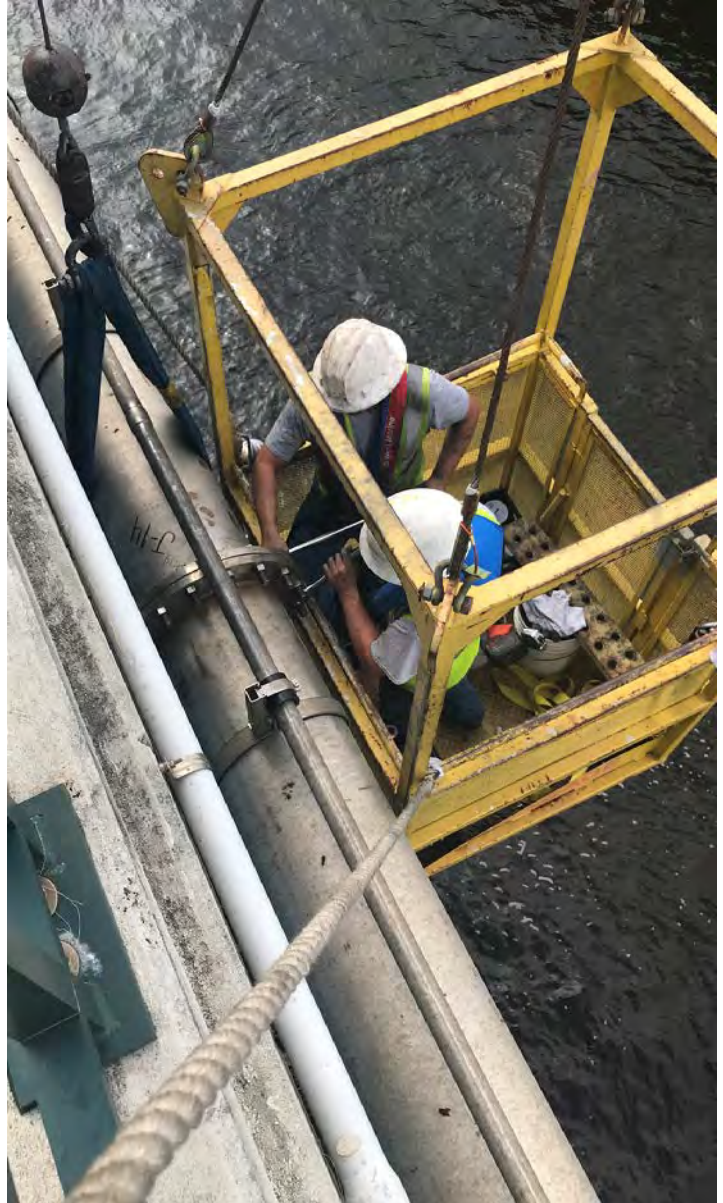
This still leaves significant work in Private Road Areas. Recently we have engaged with a property owner in one of these areas who has requested sewers be installed under our Statutory Way of Necessity policy included in the District's Manual of Minimum Construction Standards and Technical Specifications. We will be working on procedures to standardize notification and coordination efforts with affected property owners through the remainder of this year and are hopeful this process will allow us to continue sewerage unsewered properties throughout our service area.

*Fiscal Year 2021 Main and Lateral Lining Projects:* Staff plan to begin vetting piggyback options for the lining program in December with the intent that we structure a three-step process for lining. The initial phase will include TV Inspection/Evaluation followed by Cleanout Installation and Point Repairs then Main and Lateral Lining. The set up for this structure will entail significantly more time and work initially but will streamline the overall lining program resulting in increased system evaluation and production over the next two years.



## CONSTRUCTION

*Alternate A1A/Damon Bridge Force Main:* Staff across all departments continue to troubleshoot and work on the Alternate A1A/Damon Bridge Force Main. In October, preliminary pressure testing and subsequent joint inspection resulted in 27 failed joints. As a result, replacement gaskets were installed at all joints and staff are currently preparing to re-pressurize and test the force main.



## **COLLECTIONS AND REUSE**



Construction was not the only department working with cranes this month. Collections performed the annual PM for IQ511, pulling pumps 1-4 with the manufacturer's service representative onsite to perform inspections. It also provided an opportunity for staff to work through Lockout/Tagout procedures on a project with multiple departments, disciplines and vendors all participating.

## **UNAUTHORIZED DISCHARGES (fka SANITARY SEWER OVERFLOWS)**

There were three unauthorized discharges in the collection/transmission/distribution system in October.

First was 3,500 gallons of wastewater that discharged from a manhole. The overflow occurred when staff switched a system from direct pump to repump to address operational issues. The upstream system overwhelmed the downstream manhole in the gravity system resulting in an overflow. The affected area was disinfected with lime. No surface waters or storm drains were affected.

Second was 10 gallons of wastewater from a broken emergency tap on a low pressure service lateral. Staff isolated the lateral, repaired the damaged fitting, and placed the system back into service. All spilled sewage percolated into the ground; the impacted area was disinfected with lime. No surface waters or storm drains were affected.

Third was 100 gallons of wastewater from a damaged low pressure flushing port. The damage was caused by construction equipment operating in the area. LRD staff isolated and repaired the damaged flushing port and placed the system back into service. LRD staff used a vacuum truck to collect all standing water, then disinfected the impacted area with lime. No surface waters or storm drains were affected.



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

## **MEMORANDUM**

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

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

DATE: November 13, 2020

SUBJECT: Operations Department - Monthly Report for October 2020

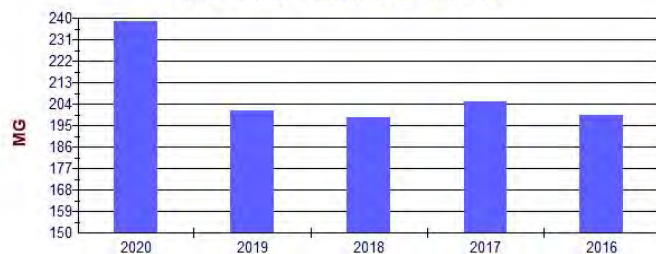
### **Treatment Plant Division/ Maintenance Department**

Overall the month of October was productive with all monthly reports prepared and submitted on time. There were no permit exceedances or safety incidents during the the month. The treatment plant operated efficiently and met all treatment objectives. Plant flows during the month of October were, on average, within the same order of magnitude. However, the maximum daily and peak hour flows during the month of October were significantly higher than the flows received during the month of September. These variations are attributable to the higher amount of total rainfall received during October and the associated inflow and infiltration (I&I) impacts within the District's collection system. The Average Daily Flow (ADF) during October was 7.70 million gallon per day (MGD) vs. 6.94 MGD in September. The Maximum Daily Flow (MDF) during October was 9.50 MGD vs. 7.54 MGD in September. The Peak Hour Flow (PHF) during October was 8,611 gallons per minute (gpm) vs. 4,986 gpm in September. The total rainfall during the month of October was 11.11 inches which was an increase over the month of September when we received a total rainfall of 7.17 inches.

The plant did experience one (1) sanitary sewer overflow (SSO) event during the month of October. The SSO resulted in the unplanned release of approximately 1,000-gallons of secondary effluent. The SSO occurred when the contractor working onsite to repair Clarifier No. 2 improperly assumed that water which was "standing" within the effluent launder of the structure was rain water. Without requesting authorization from District Staff, the Contractor installed and energized a sump pump to pump the water from the effluent launder to an adjacent dry stormwater swale. Upon discovering this condition, District Staff immediately deenergized the sump pump and any secondary effluent which had accumulated within the swale was recovered and the area disinfected with lime. The SSO was properly reported to all required regulatory agencies.

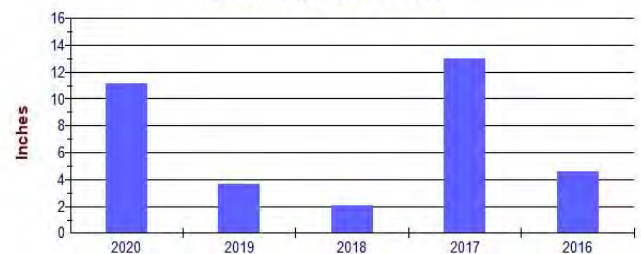
## GRAPHICAL SUMMARIES OF PLANT FLOWS AND RAINFALL DATA

Current Month - Cumulative Plant Flow



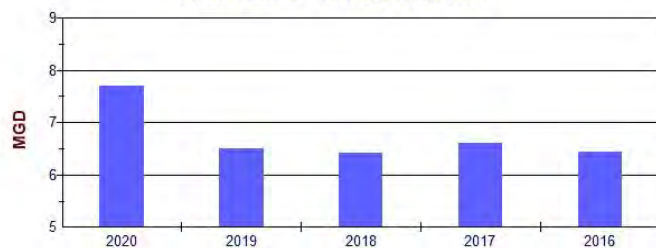
The Cumulative Influent Flow to the plant for the month of October was 238.74 million gallons.

Current Month - Total Rainfall



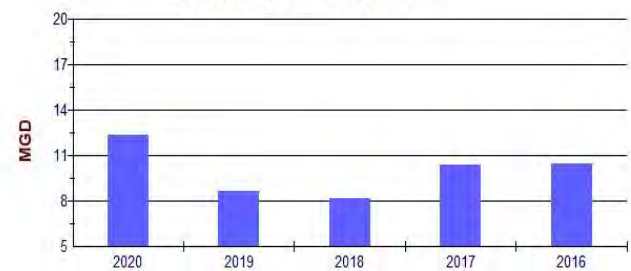
11.11 inches of total rainfall was recorded at the plant site during the month of October.

Current Month - Average Daily Flow



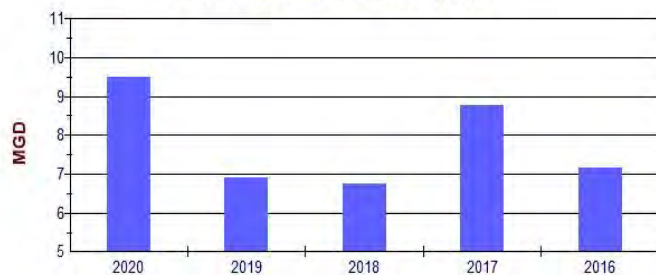
The Average Daily Flow (ADF) for the month of October was recorded at 7.70 MGD compared to 6.50 MGD one year ago, for the same month.

Current Month - Peak Hour Flow



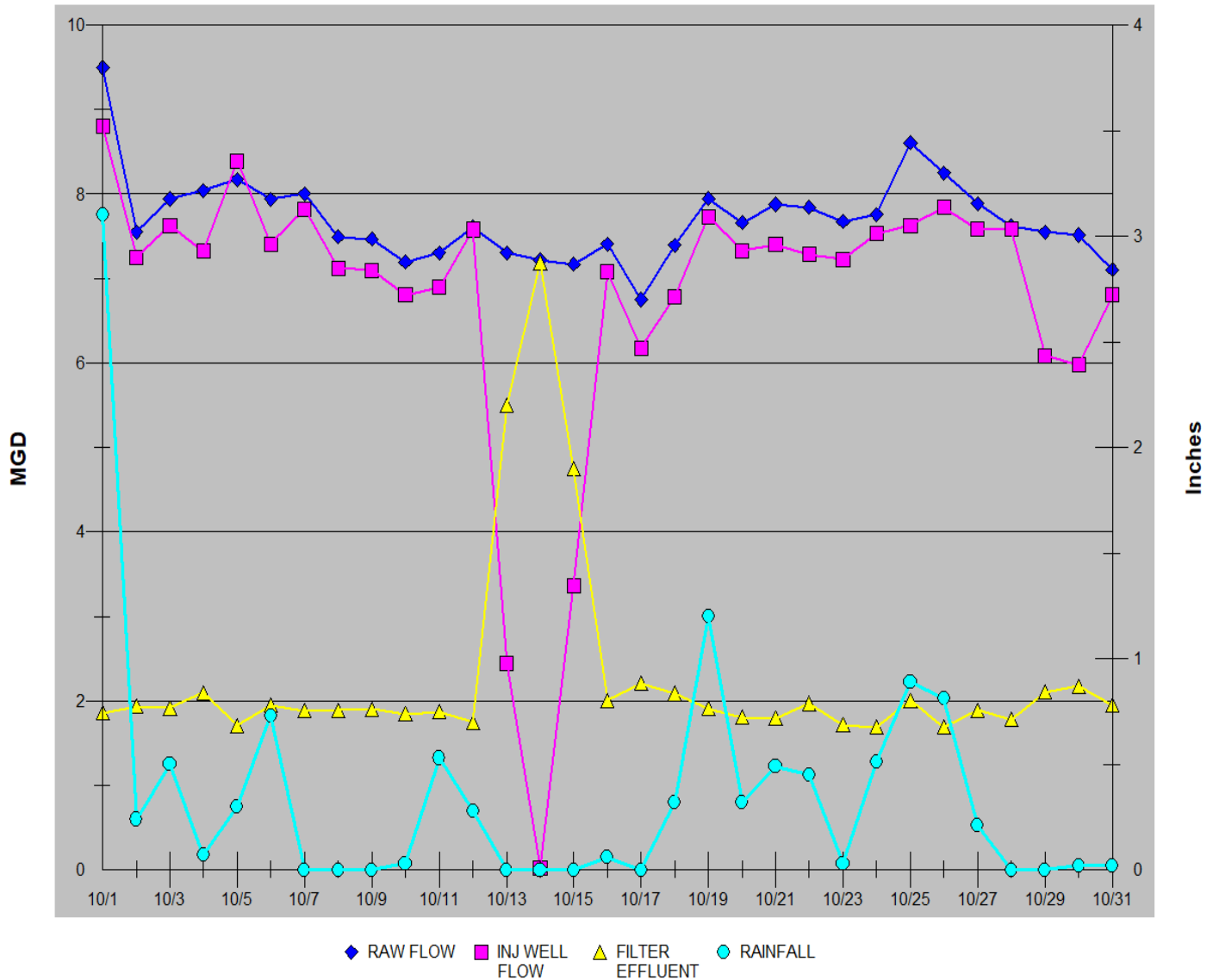
The Peak Hour Flow (PHF) for October was 8,611 GPM which equates to an equivalent daily rate of 12.40 MGD.

Current Month - Maximum Daily Flow



The Maximum Daily Flow (MDF) in October was 9.50 MGD.

For the month of October, the cumulative influent flow to the plant was 238.74 MG of which 70.86 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 11.11 inches of rainfall was recorded at the site during the month and 210.02 million gallons of blended effluent was diverted to the Deep Injection Well. Overall, 29.68% of the plant influent flows were treated and available for reuse as IQ water. The plant delivered a total of approximately 61.91 million gallons of IQ water to the reuse customers during the month of October.



Year to date, approximately 66.17% 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 1,519.03 million gallons.

**All monthly reporting was submitted on time**



## Treatment Plant:

During the month of October, the Operations Staff continued to work diligently to perform routine monitoring, sampling and general maintenance of equipment and structures. Staff also completed and/or supervised Contractor work for special projects during the month including the repair of the effluent box at Clarifier No. 2. Clarifier No. 2 is a pre-stressed concrete structure which has a cast-in-place concrete effluent box. As a result of significant influent flows previously received at the plant, which caused a higher than typical liquid level in the effluent launder, a leak was discovered at the joint of the two types of concrete construction methods. To address the leak so that Clarifier No. 2 could be operated without any hydraulic limitations, the tank manufacturer, CROM Coatings and Restoration, LLC, was onsite during the month of October. The work performed by CROM included chipping out concrete at the construction joint to provide adequate surface area to apply hydraulic cement and patching to resolve the leakage. During the completion of the work, CROM discovered that there was some significant degradation of the reinforcing steel and pre-stressed cabling within the exterior wall and effluent box. As part of the repair, CROM completely exposed and removed the corroded steel. Additional reinforcing steel was spliced into the cast-in-place concrete wall section and a carbon-fiber patch applied to the exterior of the pre-stressed concrete wall section. Photos of the repairs are provided below for review.



**Clarifier No. 2 Effluent Box Repair – Photo No. 1**

**Corroded Pre-Stressed Cable  
Reinforcing on Exterior of  
Pre-Stressed Concrete Wall**



**Clarifier No. 2 Effluent Box Repair – Photo No. 2**





**Clarifier No. 2 Effluent Box Repair – Photo No. 3**



**Clarifier No. 2 Effluent Box Repair – Photo No. 4**



During the month of October, the Operations Team scheduled and completed the clean-out of the Clarifier No. 2 flow splitter box at the Aerbay structure with the assistance of the Collections Department. With Clarifier No. 2 being out of service for repairs, it was an ideal opportunity to remove any settled solids and debris which had accumulated in the bottom of the splitter box. The flow splitter box consists of a total of four (4) gates and independent outfalls which each divert flow to one of the four secondary clarifier units in service at the District's wastewater treatment facility.



**Clarifier No. 2 Flow Splitter Box Clean-Out**

Lastly, the Operations Team worked with the Maintenance Team to re-pipe and reassemble Waste Activated Sludge (WAS) Pump No. 2. The piping at WAS Pump No. 2 was upgraded to eliminate unnecessary and antiquated components. Stainless steel piping and a double valve arrangement was also added to the air release valve and sample port assembly. These modifications will improve the maintainability and reliability of the piping system.



**WAS Pump No. 2 - Piping Upgrades**

## **Maintenance Department:**

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

Maintenance Staff supervised the removal, re-core (i.e. re-build) and reinstallation of the Generator No. 3 radiator unit. Due to its age and the service application, the radiator unit was previously identified as the highest, near term potential failure point for Generator No. 3. The proactive re-core of the radiator provides reasonable assurance that the cooling system will be functional for years to come with standard maintenance and minor repairs.



**Generator No. 3 – Radiator Re-Core**



During the month of October, a hole was discovered along the bottom of the grit classifier unit housing located on the ground floor of the headwork structure. This is the second instance in less than a year that a hole was discovered in the housing. The grit classifier performs a very important function since it removes coarse grit and sand from the influent waste stream and prevents these items from causing damage to downstream mechanical process equipment. Additionally, if grit is not removed from the process stream it will accumulate within downstream structures (EQ Tank, Aerobays, etc.) since this grit is heavier than what can generally be kept in suspension by the diffused aeration and mixing systems in these structures. Long term accumulation of grit can have a detrimental impact on the efficacy of the treatment process.

Maintenance Staff was able to repair the unit and return it to service within 24-hours. This quick turnaround time was critical to prevent the excessive accumulation of grit in the process tankage. Based on the condition of the classifier unit and the criticality to the process, the replacement of the grit classifier unit has been included as a Fiscal Year 2021 capital project.



**Grit Classifier Repair – Photo No. 1**



**Grit Classifier Repair – Photo No. 2**



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



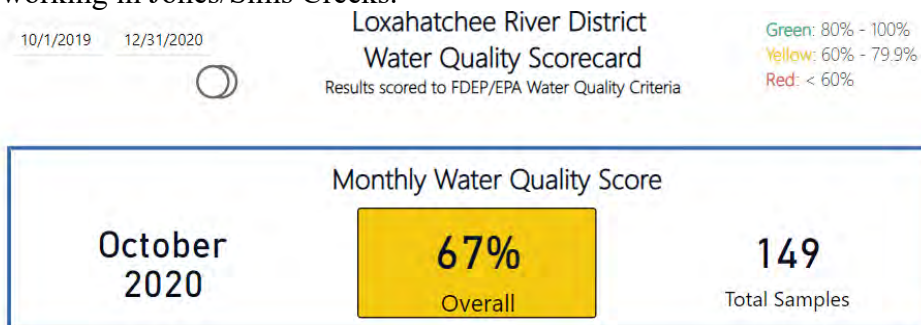
## MEMORANDUM

TO: Albrey Arrington, Ph.D., Executive Director  
 FROM: Bud Howard, Director of Information Services  
 DATE: November 12, 2020  
 SUBJECT: Monthly Governing Board Update for October 2020

## WildPine Ecological Laboratory

### Riverkeeper Project

In October, lab staff and our partners collected water quality samples from 28 monitoring stations throughout the watershed. Overall, conditions have deteriorated relative to last month, and the same month last year. The overall water quality score for October 2020 was 67%, compared to last month's score of 79%, and a score of 80% for October 2019. We collected a total of 65 bacteria samples in support of several projects including the weekly bacteria monitoring program and our partnership project with Town of Jupiter working in Jones/Sims Creeks.



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	October	149	67%	28	89%	28	46%	28	50%	65	74%
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	88%	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	85%
2019	November	187	80%	35	97%	35	77%	35	66%	82	80%
2019	October	181	80%	33	94%	34	76%	32	44%	82	90%
Total		1964	79%	334	93%	335	75%	333	64%	962	80%

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

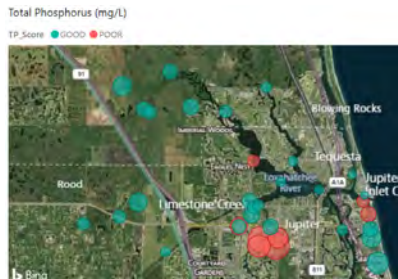
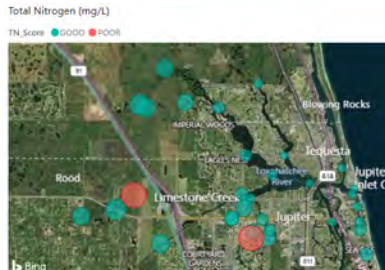
Dr. Matt H. Rostock  
Board Member

Stephen B. Rockoff  
Chairman

Harvey M. Silverman  
Board Member

James D. Snyder  
Board Member

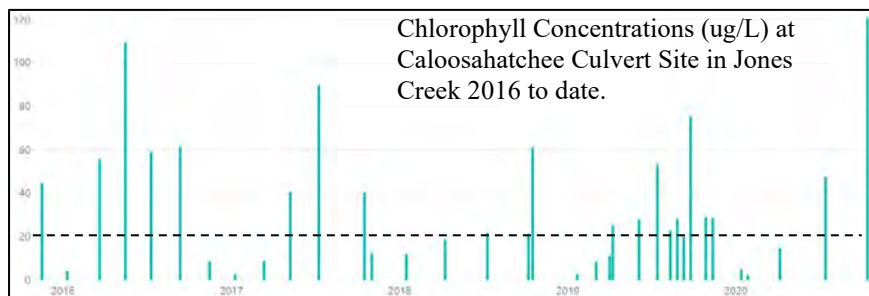
## October 2019



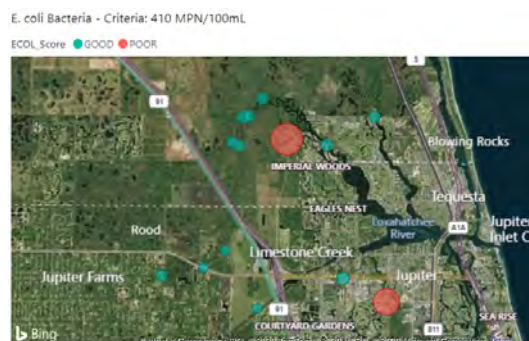
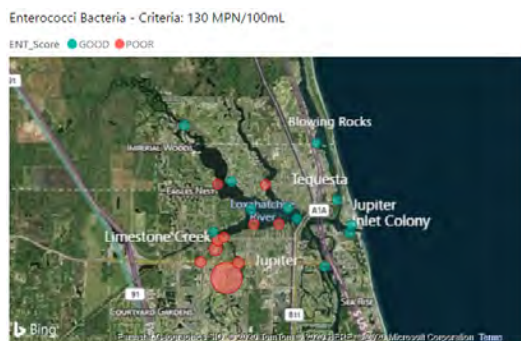
Total Nitrogen (TN) concentrations in October 2020 scored “Poor” at three (11%) stations, relative to the Numeric Nutrient Criteria (NNC) water quality standards (map right). In contrast, October 2019 had 2 out of 33 (6%) stations scoring “Poor” (left). Station 735 in Sims Creek had the highest TN concentration this month at 1.4 mg/L.

Total Phosphorus (TP) concentrations in October 2020 scored “Poor” at 15 (54%) stations when compared to the NNC water quality standards (map right). In 2019 had 8 out of 34 (24%) stations scored “Poor” (left). Caloosahatchee Culvert (CALC) in Jones Creek had the highest TP concentration this month at 0.18 mg/L.

Chlorophyll (CLA) concentrations in October 2020 scored “Poor” at 14 (50%) stations when compared to the NNC water quality standard for each station (map right). October 2019 was similar in that 18 out of 34 (53%) stations scored “Poor”. This year Caloosahatchee Culvert (CALC) in Jones Creek had an extremely high CLA concentration at 121 ug/L. Historically, CALC has had poor CLA values as indicated in the figure below shows a significant proportion of observations above the 20 ug/L (the historical, less conservative criteria for CLA; the current NNC criteria is 5.5 ug/L).



The figures below show the locations of the results for Enterococci (left) and E.coli (right) bacteria sampling last month.



For the combination of all fecal indicator bacteria (enterococci in marine and brackish waters and E. coli in fresh waters), 17 out of 65 (26%) samples collected scored “Poor” in October 2020 when compared to DEP’s Surface Water Quality Standards. In contrast, October 2019 had only 8 out of 82



## Hydrologic Monitoring

During October, rainfall across the watershed was 13.8", nearly three times the normal October rainfall of 4.7". This makes six consecutive months of substantially higher than average rainfall. The NEXRAD radar-based rainfall measurements detected rain during 30 days in October in the watershed; the lone day with no rain was October 13. The largest single day total of 1.9" was observed on October 18. *Year-to-date cumulative rainfall through October is a remarkable 74.9" which is 47% above the historical average of 51.1". This makes 2020 the wettest year on record of NEXRAD rain measurements dating back to 1998 (see figure right).*

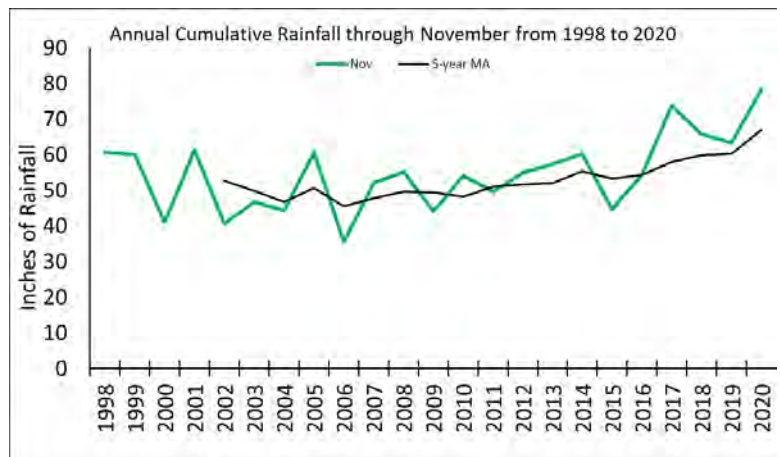
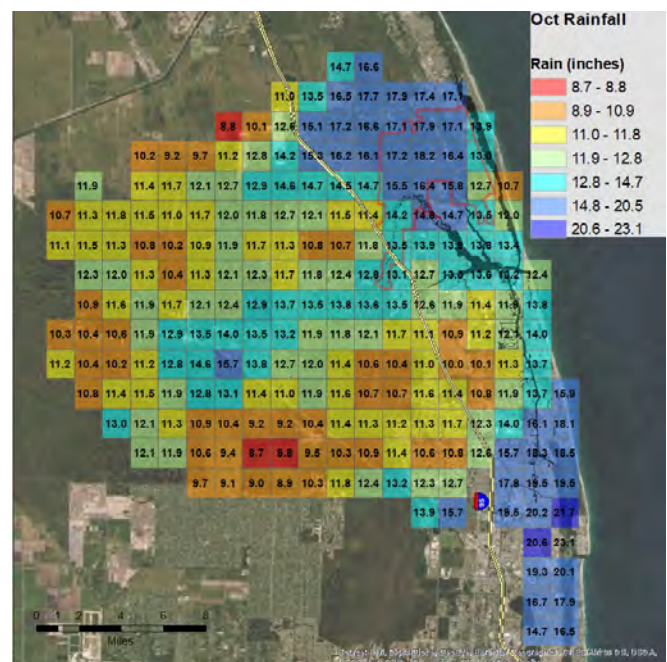


Figure shows cumulative annual rainfall using NEXRAD radar-based data. Green line indicates cumulative rainfall through October for each year since 1998, when the radar-based rainfall measurements began. Black line is the 5-year moving average across all years.

Some interesting rainfall observations from the NEXRAD data for the Loxahatchee River watershed:

- October has been the wettest month of 2020.
- The October 2020 rainfall total of 13.8" is the highest recorded rainfall for the month of October in the NEXRAD dataset which dates back to 1998.
- This year's cumulative rainfall total through October of 74.9" is the highest cumulative rainfall total through October on record dating back to 1998.
- Eight of the ten months so far in 2020 have seen higher than average rainfall; seven of those months have been consecutive.
- We have now broken the annual rainfall record, already surpassing the annual rainfall total of 75.2" in 2017.
- 2020 makes four consecutive years of annual rainfall above the the five-year moving average (figure above).

Spatially, there was a 14.4" difference in rainfall totals across the watershed between the driest and wettest regions of the watershed (figure right). The highest rainfall measured this month was in the southeast region of the watershed near Juno Beach. The northeast region of the watershed, which includes Jonathan Dickinson State Park, Cypress Creek, and the Northwest Fork drainage basin again experienced high rainfall and this month recieved upwards of 18" of rain. Even the driest areas received at least 8.7" of rainfall; nearly twice the monthly average for the whole watershed.



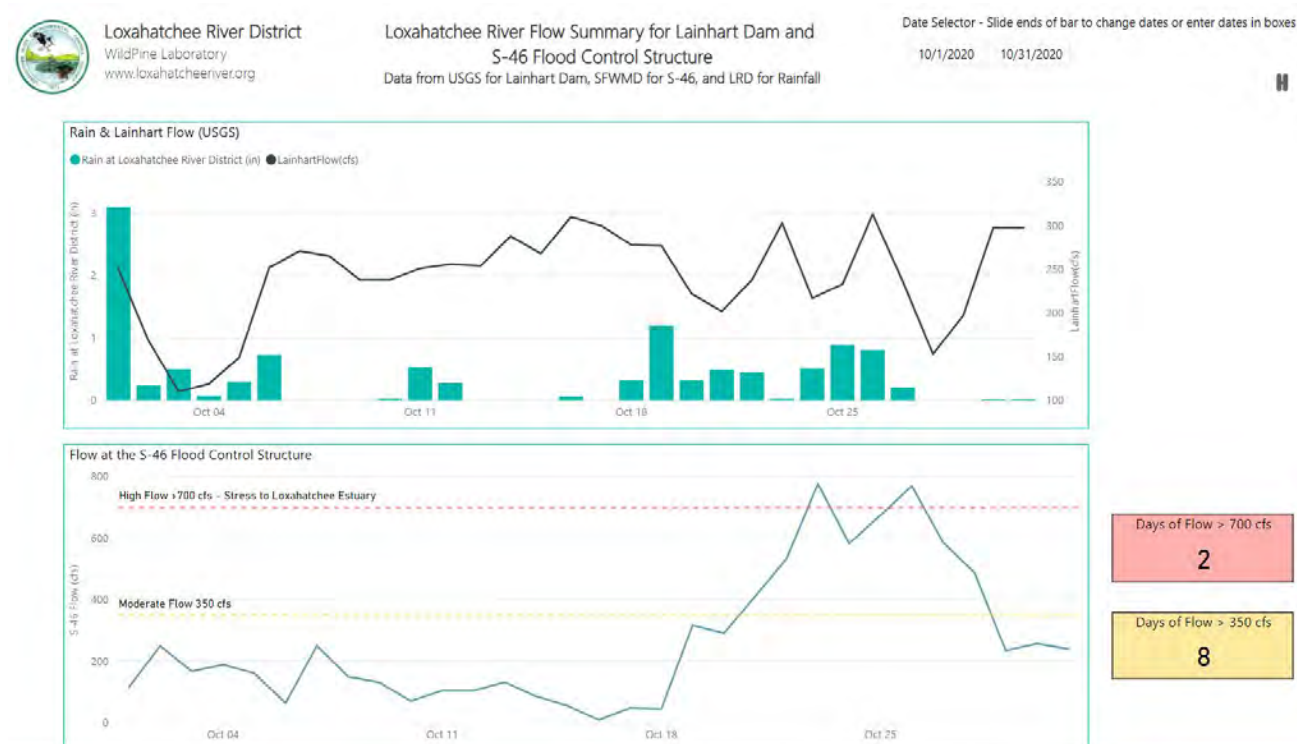
Rainfall distribution across the watershed using NEXRAD data. Each pixel represents an area of 2 km x 2 km. Blue colored pixels show highest rainfall and red pixels show lowest rainfall.

Persistently high rainfall continues to drive substantial river flows. River flow measured at Lainhart Dam in October ranged from 110 to 313 cfs with an average of 240 cfs; up slightly from September's 205 cfs average (see figure below).

Note that regions of the watershed adjacent to Jonathan Dickinson State Park have received up to 90” of rainfall so far this year. This is significant since this abundance of freshwater enters the estuary from the north which is outside the measurement of a water control structure. Thus, current flow measurements likely under-represent freshwater water entering through the Northwest Fork and North Fork of the river.

Flow at the S-46 flood control structure occurred throughout October and ranged from 9 to 778 cfs with a daily average of 268 cfs; considerably higher than last month’s average of 85 cfs for days on which flow was present. Flow at S-46 was above the “Moderate Flow” threshold of 350 cfs for 8 consecutive days (10/21 to 10/28) with two days (10/23 and 10/26) above the 700 cfs threshold of likely stress to the Loxahatchee River Estuary. The peak monthly flow of 778 cfs is also the peak flow for the year and was the first time this year flow exceeded 700 cfs, which is an appreciated achievement by SFWMD operators given the remarkable rains.

Increased discharges through S-46 caused lower mean daily surface salinity during October at the USGS station at the US-1 bridge. Daily Average and minimum salinity measurements of 24 ppt and 5 ppt were notably lower than September’s daily average and minimum salinity of 31 ppt and 16 ppt, respectively.



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

## Oyster Spawning and Settlement Monitoring

On the heels of the wildest oyster spawning seasons on record, oyster spat settlement has now returned to a near normal rate for this time of year. The 29-day sampling period ending October 20 brought below average spat settlement in both the Northwest and Southwest Forks of the river.

In the Northwest Fork, oyster settlement was 653 spat m<sup>2</sup>, with nearly all of the settlement at the downstream monitoring site. This is substantially lower than last month’s 2,292 spat m<sup>2</sup>, and the historical average 5,444 spat m<sup>2</sup> for this time of year.

In the Southwest Fork, spat settlement was minimal at only 122 spat m<sup>2</sup> with about 70% of what few spat were counted occurring at the upstream site. These counts were slightly lower than last month, which had 133 spat m<sup>2</sup>, and substantially lower than historical average of 2,227 spat m<sup>2</sup>.

## Bimonthly Seagrass Monitoring

October marks the end of the 2020 seagrass monitoring season and the results continue to be troubling. The monitoring ended with the lowest occurrence of seagrass ever observed at three of the five monitoring sites, and seagrass has all but vanished from a fourth site (NW Fork).

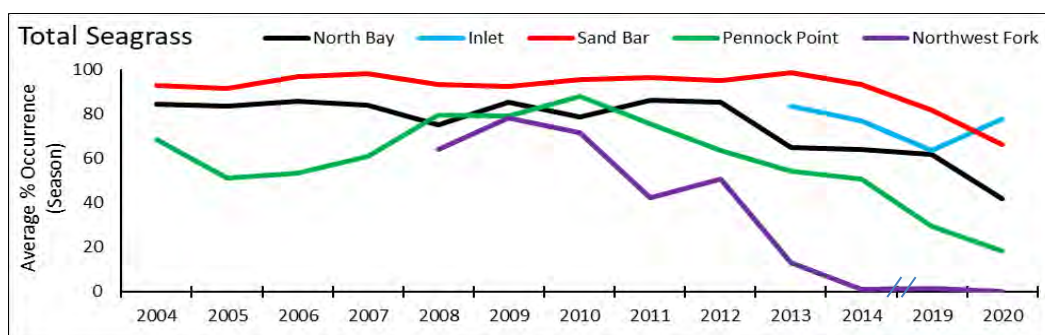
For comparison to previous years, the percent occurrence for the months of April, June, August, and October were combined to look at long-term trend of total seagrass occurrence in the Loxahatchee River estuary. The Sand Bar site, which is centrally located in the estuary, historically had the overall highest percent occurrence, and oscillated between 91 to 99 percent prior to 2019 (red line in figure below). However, the combined percent occurrence for 2019 saw a decline to 82% and by the end of 2020 had declined dramatically lower to just 66%.

The North Bay site is another of the original monitoring sites where total seagrass oscillated reliably between 83 to 87 percent up to 2012 (black line in figure below). In the subsequent years following 2012, seagrasses here experienced a steady decline and by the end of 2020 was just 42%, about half of historic percent occurrence.

Our third long-term monitoring site, and by far the most dynamic in terms of seagrass occurrence, is Pennock Point. Seagrass at this site declined following the storms of 2004 but then gradually recovered, reaching a peak percent occurrence of 88% in 2010 (green line). But following 2010 seagrass at this site have experienced a steady decline to now just to just 18% occurrence in 2020.

Perhaps the most dramatic loss of seagrass occurred at the Northwest Fork site. This site has been monitored since late 2007 and during the first few years had a seagrass occurrence between 40 to 80 percent (purple line). But 2012 (the same year as TS Isaac) we observed a substantial decline of seagrass that has never recovered. Since 2014 total seagrass has hovered at around 1% occurrence, and we now only find an occasional sprig of seagrass over the entire sampling area.

The one bright spot on the seagrass monitoring is the Inlet site located just west of Dubois Park. Here, total seagrass occurrence remains better than others, declining to a low of 64% occurrence in 2019 then increasing to 78% in 2020 (blue line) and right in line with the previous high in 2013.



*Figure shows the combined annual mean of total seagrass at each of the five monitoring sites. The values displayed in this graph represent the means for the months of April, June, August, and October of each year. The time gap between 2014-2019 is due to dropping October from the monitoring program during 2015-2018.*



## Volunteer Water Quality Monitoring Program



In October, the cumulative grades from the Volunteer Water Quality data further deteriorated to a “D”. The River’s Edge site (Site 107) started out fair but worsened as the month went on primarily due to a decline in DO values. The Inlet site (LR10V) also showed a decline in water quality as the month progressed in all parameters. Site 30 at Burt Reynolds park had marginally better water quality during the flood tides than the ebb tides. This was due to low water clarity and salinity levels. All three sites scored “D”.

### Volunteer water quality scoring

October-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	81.5	1.6	27.3	8.1	6.2	91.2	1.7	C	B	A	A	A	C	66.7	D
LR30V	78.4	0.8	15.0	7.8	4.5	60.2	1.0	C	D	B	B	A	A	66.7	D
LR107V	77.7	VAB	0.0	6.5	3.8	46.3	1.0	A	C	C	B	B	A	66.7	D
Average	79.2													66.7	D

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

## Testing for COVID-19 in our Wastewater

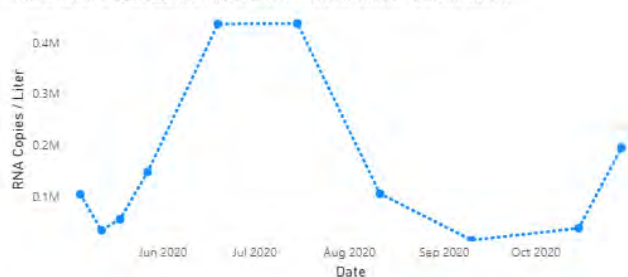
We have published our new [Wastewater Surveillance](#) public-facing web page, complete with information about our testing and results with comparisons to the FDOH clinical cases. Because of the heavy rains and increased flows we pushed back our next sampling to Monday, November 16.

### SARS-CoV-2/COVID-19 - Loxahatchee River District's Sewer Service Area, Jupiter, Florida

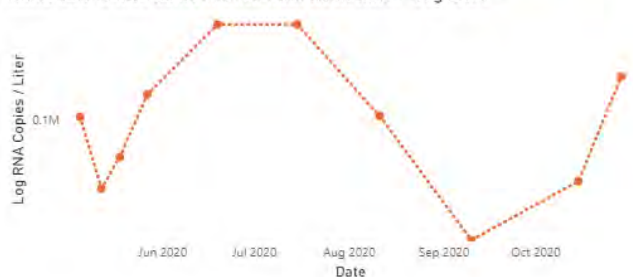
Biobot SARS-CoV2 RNA Virus Concentration from Wastewater & FDOH New Clinical Cases per day (zip codes 33458, 33477, 33469)



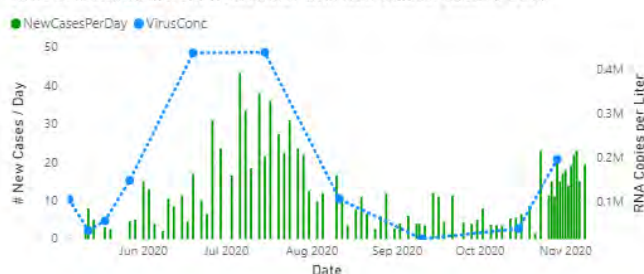
SARS-CoV-2 RNA Concentration from Wastewater- Linear Scale



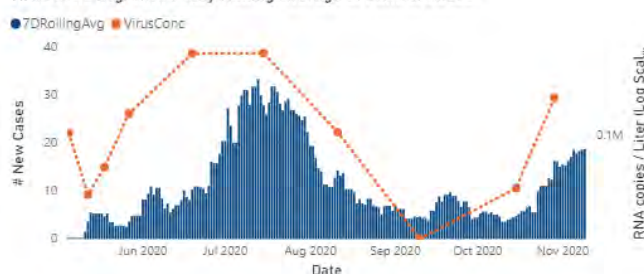
SARS-CoV-2 RNA Concentration from Wastewater- Log Scale



Virus Concentration from Wastewater with New Clinical Cases (FDOH)



Virus Conc (log) with 7-day Rolling Average of Clinical Cases



## Customer Service

### Payment Processing

4<sup>th</sup> Quarter Bill distribution began on October 14. Staff were busy processing nearly 9,600 payments from our early payers totaling approximately \$1.3M. We do not see any unusual patterns in payment methods. Bills are due November 18.

### Connection Charge Installment Agreement Payment Management

Following the Board's approval of COVID accommodations that provide our customers greater flexibility with payments on their connection charge installment agreement (including no minimum monthly payment and a lower interest rate) we worked with our Customer Information and Billing software provider to implement new functionality to manage the balances, payments and interest charges. The new workflows provide our customers greater clarity for monitoring their balance and flexibility for making payments, and greatly improves the efficiency of managing these accounts for our staff.

## Information Technology (IT)

### Automation Tools

As part of our Wastewater Surveillance project (discussed above) we have been presenting our data alongside the Florida Department of Health (FDOH) clinical Covid case counts by zip code.

Unfortunately, FDOH does not provide historical data so we have been manually recording the case counts usually on Monday, Wednesday, and Friday. However, this manual process required staff time and was prone to additional data gaps for various reasons.

This issue provided us with another opportunity to build experience using Microsoft's new software named Power Automate. With this software we were able to fully automate a daily process to download the data from FDOH's data portal, parse the data to only the records we need, then store that data in a database for presentation in the visualization (right), which is served to the public on our new Wastewater Surveillance web page.



### Esri Utility Network

To improve the data management, quality, and opportunities with the District's Geographic Information System (GIS), we are beginning to process of implement the Esri Utility Network model.

By implementing and using this model, we gain a host of benefits for our geospatial infrastructure including streamlining editing while enforcing data integrity to prevent errors, and open a host of new features, tools and functionality provided by the software maker ESRI.

The first phase of this project, which began in October, is to implement the computer server hardware resources, and reconfigure our development and production environments recommended by ESRI.

We will continue to work with Esri and their partners to begin analyzing, planning, and implementing this valuable tool.

# Loxahatchee River Environmental Center


## November 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	Oct	98%	7.3	110%	78%	139%	290%	4.6	7.7	104%	185%
	Nov	99%	7.4	98%	95%	108%	190%	4.5	8.5	99%	176%
	Dec	97%	7.3	93%	81%	91%	188%	4.7	8.0	87%	158%
2020	Jan	152%	7.4	103%	76%	157%	94%	4.8	8.1	105%	185%
	Feb	128%	7.4	128%	89%	147%	313%	4.8	8.1	87%	201%
	Mar	60%	7.7	36%	30%	32%	82%	5.0	6.9	86%	135%
	Apr	0%	0.0	0%	0%	21%	0%	0.0	0.0	83%	112%
	May	0%	0.0	0%	0%	17%	0%	0.0	0.0	85%	67%
	June	0%	0.0	0%	0%	9%	0%	0.0	0.0	87%	25%
	July	0%	0.0	0%	0%	7%	0%	0.0	0.0	92%	23%
	Aug	0%	0.0	0%	0%	12%	0%	0.0	0.0	87%	19%
	Sept	21%	7.7	8%	74%	14%	0%	3.8	8.5	72%	19%
	Oct	14%	8.3	16%	83%	35%	5%	4.9	7.8	62%	76%
Consecutive Months at Green		0	1	0	1	0	0	1	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

#### Reopening the River Center

On Friday, October 23rd the River Center re-opened to the public. This was a soft re-opening with new hours of operation: Thursday and Friday 12:00 pm – 4:00 pm. We have implemented a new zoning system within the center to ensure the safety of our guests and staff. Each section or zone is color coded and guests are asked to move one way through the center so that no one is mingling with other groups. On our re-opening day, we had 16 visitors. We are excited to be able to welcome guests back and look forward to when we can return to normal operations.

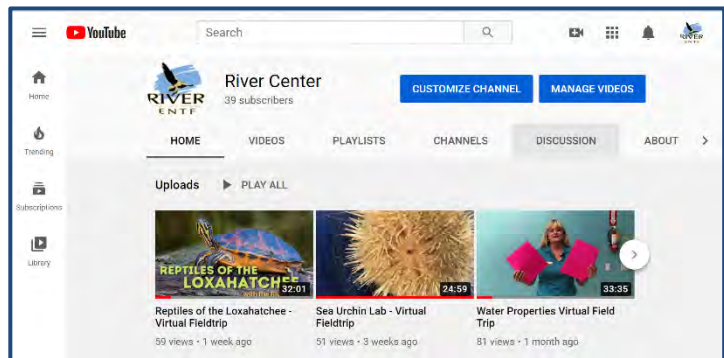




## Special Programs

### Virtual Field Trips

In response to the COVID-19 pandemic and the inability for schools to visit the River Center in person, we created virtual field trips for all educators to access as a resource for their students. The plan was to produce up to two lessons per month, about 30-minutes in length, and on topics and programs that were already approved by the School District of Palm Beach County. They are premiered on select Wednesdays starting at 10am and then made available to view on the River Center's YouTube page. Most programs are lab-based with experiments, hands-on demonstrations, and include discussions and vocabulary. In October, we created a sea urchin lab with 51 views and reptiles of the Loxahatchee with 58 views. These lessons were geared towards students in grades K-5th.



### Science with Sam

During October there were two Science with Sam programs offered. On October 14<sup>th</sup>, the program topic was sea urchins. Students participated in experiments with sea urchins and learned how they function, where they live, and how they protect themselves. Each student had the chance to observe and hold a live sea urchin. In this lesson students also learned how outside influences, such as runoff, storm water, and wastewater, can negatively affect living organisms and their habitats. Students learned ways the LRD is helping to protect local aquatic organisms and their habitats by doing water quality research and sea grass research on the river to maintain healthy ecosystems for sea urchins in our area.

On October 28<sup>th</sup>, the program topic was creepy crawlies. Students learned about all manner of strange looking creatures and why they are important to a healthy ecosystem and humans. Students viewed educational animals including a tarantula, scorpion, and isopod. Students were also able to hold and interact with earthworms and snails before releasing them into our River Center garden. A special thanks to Hobe Sound Nature Center for letting us borrow a few of their educational animals for this program. Both October classes were full with all registrants in attendance. In this lesson the LRD connection was made between decomposer bugs that live outside and keep the earth clean by breaking down natural waste, and the microbe "bugs" that are used in the LRD Wastewater Treatment Facility to clean wastewater. Students learned that humans often utilize biological means to clean and recycle wastewater.



Students were all in compliance of COVID guidelines for the duration of the classes.

### **Blooming in the Garden – Rowdy Raccoons**

On Saturday, October 10th the River Center hosted Blooming in the Garden, a program for early learners. Four families joined us with five children to enjoy a morning outside in the Chiki hut and pollinator garden. The theme this month was “Rowdy Raccoons” and included a silly story about a raccoon and a secret pizza party, a lesson on raccoon habitats, and a fun raccoon themed craft. Families then took a look around and explored in the garden. They found *Atala chrysalis*’, snails, spiders, and colorful flowers and berries. Every family took home their artwork and some pots with different wildflowers and vegetables for their home gardens.



### **Pine Glades Kayak Tour**

On Thursday, October 22nd the River Center hosted a Public Kayak tour at Pine Glades Natural Area. This paddle is a beginner friendly tour that immerses guests in a beautiful and serene marsh far from the hustle and bustle of the main parts of town. Pine Glades is a birding haven, with tons of different species all cohabitating in this natural area. On this trip we saw limpkins, herons, egrets, and a special bird called a meadow lark. Megan provided some crafting activities during our paddle as well, demonstrating how Native Americans used the plant spatterdock to create nature necklaces. During stops on the tour, we discussed the water supply leading to the Wild and Scenic part of the Loxahatchee. Pine Glades acts as a stormwater catchment area during the rainy season and the marshes and swamps there are a natural filtration system and recharge the aquifer. The marsh plants absorb excess nutrients that comes from runoff and improving the water quality for the natural area and the aquifers. It was a great day out on the water, and we cannot wait until our next outing.



### **A Day in the Life of the Indian River Lagoon: Citizen Science Event**

On October 24th, the River Center facilitated a student citizen science volunteer event titled “A Day in the Life of the Indian River Lagoon” sponsored by Team ORCA. Seven high school student volunteers joined us at the Jupiter Inlet Lighthouse Outstanding Natural Area to conduct field investigations and studies and water quality testing.



A special thank to David Porter from the WildPine Lab for being the “real scientist” on location and assisting students in performing the different tasks. We discussed the water quality monitoring of the Loxahatchee River performed by the WildPine Lab of LRD and how that helps us to better understand the health of the river and the Indian River Lagoon. The “A Day in the Life” program is an experiential science research program designed to help students develop an appreciation for and knowledge of the ecosystems being studied, to collect useful scientific data regarding the ecosystem’s environmental health,

and to allow students to become stewards of the ecosystem’s water quality and natural resources. Students use hands-on field techniques to collect various chemical, physical, and biological parameters of the lagoon to determine how their local piece of the estuary fits into the larger ecosystem.



### **Nature Walk at Cypress Creek Natural Area**

On Tuesday, Oct. 27th the River Center hosted a nature walk to Cypress Creek South Natural Area located in Jupiter Farms. This natural area is one of two parts that span both sides of Indiantown Road and includes: pine flatwoods, cypress domes, and marsh habitats. Along our walk we saw osprey, great blue herons and even otters! This trail was also abundant in unique plants like the blooming muhly grass and various wildflowers. We



took the opportunity to walk the east side of the natural area and discuss the District's property and it's value as a potential stormwater treatment area nestled between the natural area and Riverbend Park. It was a beautiful day and we look forward to our next nature walk.



### **Homeschool Workshop – Pollution Patrol**

On October 30th, the River Center hosted its second homeschool workshop of the 2020-2021 school year. We had thirteen students ranging in age from 7-10 years old spend the morning with River Center educators learning about water pollution. The pollution patrol workshop focused on the major categories of water pollutants such as pesticides, heavy metals, hazardous waste, and sediment as well as pollutants that you can see and ones you don't. Students participated in a hands on story telling activity titled "Who Polluted the Loxahatchee?" learning about the pollution sources both in our community as well as in our homes. They also created and shared solutions, inventions, and action projects to help clean up the river and identify actions individuals can take to eliminate potential water pollutants from homes, our local community, and the world.

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

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### FIELD SAMPLING WITH THE LAB

A DAY IN THE LIFE OF  
*Jerry Metz and Denise Price*

### STORMWATER SURVEYING

A DAY IN THE LIFE OF  
*Chase Malcolm  
and Dan Tomasello*



### REUSE SAMPLING WITH THE LAB

A DAY IN THE LIFE OF  
*Susan Noel and Dan Tomasello*

**Stormwater Debris** - The River Center staff spent an afternoon with Chase Malcolm and Danny Tomasello learning more about the stormwater debris in Jupiter on Wednesday, October 7<sup>th</sup>. This project was originally funded by the Town of Jupiter but sat waiting for many years to be started. Director of Water Resources, Bud Howard approached the town and offered for LRD to take over and complete the research project. Chase has been leading the project for over a year and just recently moved into phase two. Their ultimate goal is to study what the boxes catch, if the boxes affect stormwater drainage, and will the drains allow overflow if river levels increase.

**Plant Sampling** - We joined Danny and Sue Noel for their monthly sample collection and testing of the Loxahatchee River District’s wastewater treatment facility on October 8<sup>th</sup>. They explained how they eliminate cross-contamination with their sampling methods. They collected samples at Chlorine Contact, Station 511, nano pipe from the Town of Jupiter, and the IQ ponds and lakes. They took us through their



detailed sample receiving and processing processes and let us what them start some of the tests. Their latest project is to study evidence of COVID-19 in wastewater to help predict rises in cases in our community.

**Field Sampling** - The River Center joined Jerry and Denise from the WildPine Lab on October 12<sup>th</sup> for their monthly water quality collection assignment. We traveled to five different locations throughout the Loxahatchee River watershed. This testing gives information about the health of the river but provides confirmation that the IQ water we deliver is of good quality. The collections measure chlorophyll, total organic carbon, total dissolved solids, total suspended solids, and nitrate. In addition, they also monitor pH, dissolved oxygen, temperature, turbidity, and salinity. These efforts of the Loxahatchee River District are providing solutions for conserving our water resources through wastewater treatment and reclaimed water.

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### ***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

**November 17, 10 am – 12 pm: Kayak 101 Class:** Learn the basics and become a better paddler. Instructors will assess your paddle strokes and give pointers for making your kayak trip more enjoyable. 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!

**November 21 and 22: Virtual Boating Safely Class:** *Due to COVID restrictions, the U.S. Coast Guard Auxiliary is now conducting their classes online over a 2-day period. The River Center provides administrative support as well as promotion of the classes.* The River Center continues to collaborate with the US Coast Guard Auxiliary “Flotilla 52” to provide a series of Boating Safely Classes targeted specifically to young boaters in our community. These classes are provided through a generous sponsorship by the AustinBlu Foundation, a not-for-profit dedicated to raising awareness and promoting educational programs to improve boater safety. Recommended for children 12 years and up.

**December 4, 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!

**December 9, 4 – 5 p.m.: Science with Sam:** Every other 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.

**December 19, 10 am – 11:30 am: Bloomin’ in the Garden:** Let’s go explore! Join the River Center for our Bloomin’ in the Garden program, designed for children ages 3-7. The program will start at 10:00 am in the River Center Chickee Hut with a story time and a garden-themed craft. We will then move to our garden for a garden themed hands-on activity. When it’s time to go home, children

will receive a plant to take home to start their own garden! So, don't miss this exciting opportunity for your little ones to enjoy nature! Spaces are limited and RSVP is required. Only one adult per child please due to COVID-19 restrictions. Everyone must wear a mask. Please come prepared and dress comfortable for being outside in the garden. All equipment will be provided, and this program is free of charge. Donations are always welcome. Please RSVP to attend!

**December 29, 9 am – 11 pm: Nature Hike – Jupiter Inlet Lighthouse Outstanding Natural Area:** Join the River Center on our Nature Walk through the ONA natural areas. This is a beginner level hike with wide, unpaved trails. 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.

# 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: November 12, 2020  
Subject: District Safety Report for October 2020

### Safety Metrics: October 2020

OSHA recordable injuries: **None**

Lost time injuries: **None**

Actual TRIR: **4.0** [TRIR Goal <4.4]

TRIR = Total Recordable Incident Rate

### Safety is a Core Value at LRD

*Our conduct is shaped by a personal commitment to protect the health and safety of ourselves and our colleagues. Safety is driven through education, training, planning, protective equipment, and individual accountability.*

### Safety Training

Safety training conducted for the month of October consisted of a two-part lesson. Part 1, Fire Extinguisher power point presentation discussed the location of different types, uses, and handling of fire extinguishers. Part 2 was a hands-on fire extinguisher training, understanding the mechanics and purpose of a fire extinguisher. My untimely absence caused a few classes to be canceled. There is a plan in place to complete the fire extinguisher training in the following weeks.

The month of October brought new challenges to the District. The challenges included: finding a crane small enough with minimal width, yet with sufficient reach and carrying capacity, while maintaining a maintenance of traffic barrier. A rescue skiff, immediately available at location. Switching between fall equipment and USCG life preservers. Service truck crane capacity for stabilizing the force main pipe while working in a man basket suspended over water. Tailgate meetings, conducted daily, were educational and formal. Crews thought of great plans and we worked the plan accordingly. We addressed the 4 Q's regularly and used our Stop Work Obligation to re-assess the task's at hand. Crews working on the bridge brought professionalism, dedication, and most of; the Districts Safety Core Value.

Lock-Out/Tag-Out has improved dramatically, all departments have been issued their individual locks and tags. They have been following the OSHA standard and we are improving our policy implementation with input from collections and maintenance technicians and plant operators. WWTP Chief and Maintenance Foreman have been an asset assisting the Safety Officer with compliance of switch gears and electrical rooms. Another shout-out to Collections & Distribution Deputy Superintendent for enforcing the policy program and communicating his experience, knowledge, and wisdom with his department. Jim has been instrumental in his short time at LRD and I look forward to his continued input as we work to improve the day to day application of safety processes and procedures within the District.

## **Hazard Analysis & Individual Accountability**

The District Safety Officer works daily with supervisors and staff throughout the organization to assess and evaluate potential hazards by addressing the 4 Qs:

1. What am I about to do?
2. How could I get hurt?
3. What am I going to do to prevent injury?
4. What do I need to do this job and how will I do it safely?

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

### **A1A Bridge Force Main (Safety Depart., Eng., Collections, Construction and Contractor**

Primary hazards: Crane and rigging failure, muscle strains, dehydration, pinch points, overhead hazards, maintenance of traffic (single lane closure), traffic control, working over water, falls,  
Mechanical Hazard: Service truck crane failure while supporting pipe, hydraulic failure,  
Onsite Training: signal person, flagger, fall protection, USCG life preserver,  
Job Hazard Analysis: Yes

### **Electrical Termination of Pump and Fan Pump (IQ-515)**

Primary hazards: Slip/trip/fall; working from heights off extension ladder, electrical shock, heat stress  
Onsite Training: Ladder safety (Education: A-frame vs. Extension ladder), Lock-Out/Tag-Out procedures, atmospheric testing, job hazard analysis and toolbox talk forms.  
Job Hazard Analysis: Yes  
Job site safety assessment conducted.

### **Shop Welding/Grinding (Maintenance)**

Primary hazards: eye wear (safety glasses, face shield and checking of welding glass tint (cracks)) leathers, gloves (leather) welding screen in place, fumes, and gases, sparks off of grinder wheel, personnel around circle of influence.  
Job Hazard Analysis: toolbox talk.  
Job site safety assessment conducted.

### **Cleaning of Clarifier Weirs - Operations**

Primary Hazards: Slippery surfaces, drowning, partially treated sewage  
Safety Mitigation: Inspection of PPE and life-saving equipment, spotter  
Job Hazard Analysis: Yes  
Job site safety assessment conducted

### **Low Pressure Inspections**

Primary hazards: maintenance of traffic, hazardous atmosphere, assessing atmospheric conditions, personal protective equipment  
Job Hazard Analysis: Yes  
Job site safety assessment conducted

**Safety Quote of the month:** *“Take the time to see your loved ones”*



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



## MEMORANDUM

TO: Governing Board

FROM: Administration Staff

DATE: November 10, 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	\$4,673.75	\$4,673.75
Holtz	\$4,725.19	\$4,725.19
Baxter & Woodman	\$9,333.80	\$9,333.80

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 Construction Contract (January)
- Lift Station Telemetry Engineering Services
- Greenhouse Gas Emissions Evaluation Engineering Study
- Master Lift Station Bypass Engineering Study
- 20 Acre Site Plan Engineering Contract
- Audit Report
- COVID-19 Accommodations
- BLM House Demo & Construction Engineering Contract
- Olympus Drive Force Main Replacement Construction Contract
- Sludge Dewatering-Odor Control Engineering Contract
- Injection Well Pump Station Emergency Generator Connection Engineering Award