

D. Albrey Arrington, Ph.D.

EXECUTIVE DIRECTOR

AGENDA

REGULAR MEETING #10-2021 APRIL 15, 2021 – 7:00 PM AT DISTRICT OFFICES

ALSO, THE MEETING WILL BE AVAILABLE TO THE PUBLIC

ONLINE AT: LOXAHATCHEERIVER.ORG/PUBLICMEETING

Gordon M. Boggie CHAIRMAN

Stephen B. Rockoff

BOARD MEMBER

Dr. Matt H. Rostock

BOARD MEMBER

James D. Snyder BOARD MEMBER 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 10

B. Loxahatchee River District Dashboard Page 11

5. Consent Agenda (see next page) Page 12

6. Regular Agenda

A. Consent Agenda Items Pulled for Discussion

B. Loxahatchee River Minimum Flow & Level Page 24

C. Vacuum/Line Washing Truck Page 29

D. Town of Jupiter Nano Concentrate Interlocal Agreement Page 34

7. Reports (see next page) Pulled for Discussion

8. Future Business Page 101

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."

2500 Jupiter Park Drive Jupiter, Florida 33458

TEL: (561) 747-5700 FAX: (561) 747-9929

Submitted by:

Date: April 5, 2021

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. Microsoft Consulting Services to approve qualified vendors Page 13
- B. Low Pressure Pumping Units to approve purchase Page 15
- C. Odor Control (Evoqua) to approve contract Page 17
- D. WastePro Contract to approve annual renewal Page 20
- E. Fixed Asset Disposal to approve disposal Page 21
- F. Change Orders to Current Contracts to approve modifications Page 22

7. REPORTS

- A. Neighborhood Sewering Page 50
- B. Legal Counsel's Report Page 52
- C. Engineer's Report Page 54
- D. Busch Wildlife Sanctuary Page 60
- E. Director's Report Page 61



D. Albrey Arrington, Ph.D.

EXECUTIVE DIRECTOR

MEMORANDUM

TO:

Governing Board

Gordon M. Boggie

CHAIRMAN

FROM:

Recording Secretary

DATE:

April 8, 2021

Stephen B. Rockoff

BOARD MEMBER

RE:

Approval of Meeting Minutes

Dr. Matt H. Rostock

BOARD MEMBER

Attached herewith are the minutes of the Public Hearing and Regular Meeting of March 18, 2021. As such, the following motion is presented for your consideration.

James D. Snyder
BOARD MEMBER

"THAT THE GOVERNING BOARD approve the minutes of the March 18, 2021 Public Hearing and Regular Meeting as submitted."

2500 Jupiter Park Drive Jupiter, Florida 33458

TEL: (561) 747-5700 FAX: (561) 747-9929

loxahatcheeriver.org

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT PUBLIC HEARING – MINUTES MARCH 18, 2021

1.	CALL TO ORDER AND PLEDGE OF ALLEGIANCE							
	Chairman Boggie called the Public Hearing of March 18, 2021 to order at 6:58 P.M.							
2.	ROLL CALL							
	The following Board Members were in attendance:							
	Mr. Rockoff Dr. Rostock Mr. Snyder Mr. Boggie							
3.	TO RECEIVE PUBLIC COMMENTS PERTAINING TO ISLAND COUNTRY ESTATES FINAL ASSESSMENT							
	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 7:00 P.M.							
BOA	RD CHAIRMAN BOARD SECRETARY							
REC	ORDING SECRETARY							

Ref: #09-2021

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT REGULAR MEETING - MINUTES MARCH 18, 2021

1. CALL TO ORDER

Chairman Boggie called the Regular Meeting of March 18, 2021 to order at 7:00 PM.

2. ADMINISTRATIVE MATTERS

A. ROLL CALL

The following Board Members were in attendance.

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

Staff Members in attendance were Dr. Arrington, Mr. Howard, Ms. Fraraccio, and Mr. Pugsley.

Consultants in attendance were Mr. Curtis Shenkman and Mr. Hunter Shenkman, and Ms. Marshall from Baxter & Woodman.

B. PREVIOUS MEETING MINUTES

The minutes of the Regular Meeting of February 18, 2021 were presented for approval and the following motion was made.

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

"THAT THE GOVERNING BOARD approve the minutes of the February 18, 2021 Regular Meeting as submitted."

C. ADDITIONS & DELETIONS TO THE AGENDA

Delete 5E and 5F and Pull 5C from the Consent Agenda and 6E and 6F from the Regular Agenda

3. COMMENTS FROM THE PUBLIC

No comments were received.

4. STATUS UPDATES

A. LOXAHATCHEE WATERSHED STATUS

A summary of the interesting work that takes place during unauthorized discharges (UD's) to protect the public.

B. LOXAHATCHEE RIVER DISTRICT DASHBOARD

Dr. Arrington reviewed the District Dashboard.

5. CONSENT AGENDA

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

"THAT THE GOVERNING BOARD approve the Consent Agenda of March 18, 2021 as modified."

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

A. Volunteer Policy – to approve policy

"THAT THE GOVERNING BOARD approve the attached Volunteer Policy and direct the Executive Director to implement this policy with an effective date of March 19, 2021."

B. Child Protection Policy – to approve policy

"THAT THE GOVERNING BOARD approve the attached Child Protection Policy and direct the Executive Director to implement this policy with an effective date of March 19, 2021."

C. E-Verify Policy – to approve policy

"THAT THE DISTRICT GOVERNING BOARD approve the attached E-Verify Policy and direct the Executive Director to implement this policy with an effective date of March 19, 2021."

6. REGULAR AGENDA

A. CONSENT AGENDA ITEMS PULLED FOR DISCUSSION

5C. Employee Safety Handbook (Safety Policy) – to approve revisions

Dr. Arrington reviewed the revisions to the Employee Safety Handbook (Safety Policy).

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

LRD MINUTES PAGE 3 MARCH 18, 2021

"THAT THE DISTRICT GOVERNING BOARD ratify and approve the revised Loxahatchee River Environmental Control District's Employee Safety Manual, effective March 19, 2021, and authorize the Executive Director to update the Employee Safety Manual from time to time, and periodically present it to the Governing Board for ratification and approval."

B. BLM House Demo & Renovation Engineering Contract

Dr. Arrington reviewed Mr. Dean's memo.

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

"THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to enter into the attached contract for Professional Engineering Services for BLM House Demo and Construction in the amount of \$146,422.00 plus a contingency of \$15,000."

C. 20 Acre Site Plan Engineering Contract

Dr. Arrington reviewed Mr. Dean's memo.

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

"THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to enter into the attached contract for Professional Engineering Services for Master Planning in the amount of \$286,148.00."

D. Jupiter Inlet Lighthouse Construction Contract with Bureau of Land Management

Dr. Arrington reviewed Mr. Dean's memo.

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

"THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to respond to BLM Request for Quotation 140L0619R0043 in the amount of \$1,500,000.00 and upon award by BLM enter into a contract to perform services detailed in the attached Statement of Work."

E. DEP Grant Approval -Nano Bubble Ozone Technology (NBOT) Project

Will be presented at a later Board Meeting

F. Green Water Solutions Contract Approval for NBOT Project

Will be presented at a later Board Meeting

LRD MINUTES PAGE 4 MARCH 18, 2021

G. Liability and Workers' Compensation Insurance

Dr. Arrington reviewed Ms. Fraraccio's memo on liability and workers' compensation insurance.

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

"THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to reduce property insurance on District lift stations (with the exception of the Master Lift Station, LS-200, and all lift stations with a permanent stand-by generator) and accept and purchase Preferred's renewal quote for Property, General Liability, Automobile Liability and Physical Damage, and Workers' Compensation and accept and purchase Chubb Insurance's renewal quote for Pollution Liability."

H. Rules Chapter 31-10; Rates, Fees and Charges

Dr. Arrington reviewed his memo on rates, fees, and charges.

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

"THAT THE DISTRICT GOVERNING BOARD approve the revised Rule Chapter 31-10 as revised and with an effective date of April 1, 2021."

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.

LRD MINUTES
PAGE 5
MARCH 18, 2021

9. COMMENTS FROM THE BOARD
Status of Board Member Appointment
10. ADJOURNMENT
MOTION: Made by Mr. Rockoff, Seconded by Mr. Snyder, Passed Unanimously.
"That the regular meeting of March 18, 2021 adjourns at 8:44 PM."
BOARD CHAIRMAN BOARD SECRETARY
RECORDING SECRETARY

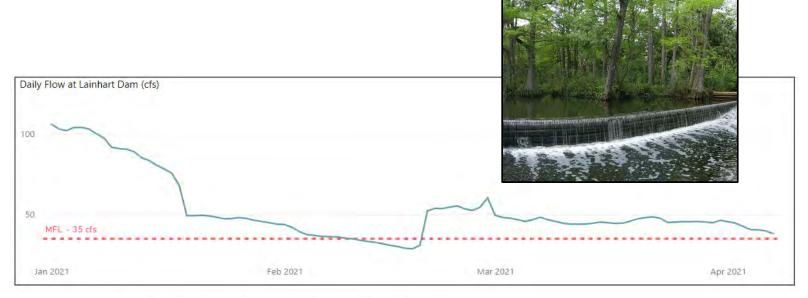


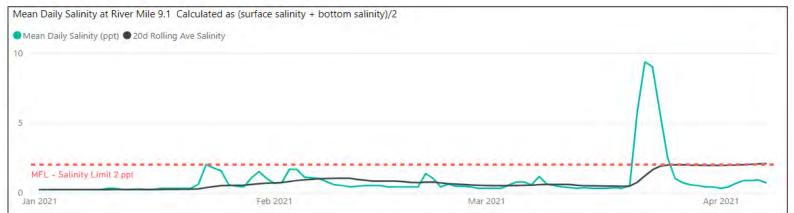
The health of the Loxahatchee River is closely tied to the amount of river flow, particularly during the dry season. In periods of low flow, saltwater migrates into the segments of the river that were historically bathed in freshwater, and the salt causes harm to the surrounding habitats.

To protect these sensitive habitats from saline water, the South Florida Water Management District (SFWMD) has established the Minimum Flow and Water Levels (MFL) program. MFLs are defined as the minimum flows or minimum water levels, adopted by the District Governing Board pursuant to Sections 373.042 and 373.0421, Florida Statutes, at which further withdrawals would be significantly harmful to the water resources or ecology of the area.

As described in our Regular Agenda item 5B this month, the State's Joint Administrative Procedures Committee has directed the SFWMD to revise the Loxahatchee River MFL to be consistent with state statute.

At our meeting we will explain the MFL Rule for the Loxahatchee River, the nuances of the flow and salinity criteria, and the necessity to carefully address this rule change.





LOXAHATCHEE RIVER DISTRICT'S EXECUTIVE DASHBOARD

Stew Stew		Stewardship			Was	tewater			Engineering		Gener	al Business			EHS		River Health	ı
TO TO THE BILL	POLICE OF THE PO	# People educated at RC	Mean Daily Incoming Flow	Delivery of Reclaimed Water	Customer Service	Unauthorized Discharge of Sewage	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
U	nits	% 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)
Gree	n 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
Ye	llow	< 90%	< 8.8	≥ 2	1	≤1,500; 0	1	≤1875	≤ 25	< \$9,894,657	≥ 90%	≥ 80%	≥60%	≥ (60)	-	1	min ≥ 10 ‰	≤ 3 sites >200
F	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
2018 E	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 E	Baseline	100%	6.8	1	1	8,022	0	1,229	9	\$ 35,137,006	100%	89%	95%		0.3	2	22.9	1 > 200
2020 E	Baseline	34%	7.2	1	0	3,292	0	1,183	8	\$ 35,350,661	100%	90%	91%	-15	0.3	7	14.6	2 > 200
2020	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
	Мау	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	8%	6.9	0	0	50; 0	0	1,221	4	\$ 35,344,038	100%	86%	75%		0	0	14.0	5 > 200
	Oct	18%	7.7	0	0	4,610; 0	0	1,156	11	\$ 35,398,326	93%	94%	100%	(12)	0	0	4.1	2 > 200
	Nov	48%	7.6	0	0	603; 0	0	991	27	\$ 37,051,051	94%	87%	100%	(15)	0	0	2.5	2 > 200
	Dec	44%	7.3	0	0	152; 0	0	1,051	14	\$ 37,259,395	102%	92%	100%	(19)	0	0	18.3	5 > 200
2021	Jan	55%	7.4	0	1*	642; 0	0	1,134	27	\$ 37,037,535	100%	88%	100%	(19)	0	0	21.7	0 > 200
	Feb	66%	7.4	0	0	5,457; 3	0	1,483	30	\$ 39,492,533	99%	84%	83%	(20)	0	0	31.7	3 > 200
Consocut	Mar tive Months	94%	7.3	0	1	40; 0	0	1,467	14	\$ 39,571,784	98%	83%	75%	(25)	0	0	32.6	0 > 200
	Green	1	142	13	0	1	8	126	1	139	4	0	0	6	7	9	3	1
Metric	Owner	O'Neill	Pugsley	Dean	Dean	Dean	Pugsley	Pugsley	Dean	Fraraccio	Fraraccio	Fraraccio	Dean	Dean	Bains	Howard	Howard	Howard

Metric

Explanation

Customer Service Operating Expenses Capital Projects We had one backup reported to have caused damage in a customer's home. The blockage appears to have been caused by roots infiltrating a clay gravity service for one home. The root cause has been repaired, and the incident has been reported to our insurance company. Operating expenses continue to hover just under 85% of budget projections. We are consistently underbudget in most operating expense categories (see Kara's report for more information).

Six of 24 capital projects that we are tracking are not within budget; however, when assessing across all of our active capital projects we continue to remain within our overall capital budget amount (see Kris' report for more information).



D. Albrey Arrington, Ph.D.

EXECUTIVE DIRECTOR

Gordon M. Boggie

CHAIRMAN

Stephen B. Rockoff

BOARD MEMBER

Dr. Matt H. Rostock

BOARD MEMBER

James D. Snyder

BOARD MEMBER

MEMORANDUM

TO: Governing Board

FROM: Administration Staff

DATE: April 5, 2021

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. Microsoft Consulting Services to approve qualified vendors
- B. Low Pressure Pumping Units to approve purchase
- C. Odor Control (Evoqua) to approve contract
- D. WastePro Contract to approve annual renewal
- 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 April 15, 2021 as presented."

Signed,

2500 Jupiter Park Drive Jupiter, Florida 33458

TEL: (561) 747-5700 FAX: (561) 747-9929 D. Albrey Arrington, Ph.D.

Executive Director

loxahatcheeriver.org

Water Reclamation - Environmental Education - River Restoration



MEMORANDUM

D. Albrey Arrington, Ph.D.

EXECUTIVE DIRECTOR

TO: Governing Board

FROM: Kara Fraraccio, Director of Finance and Administration

DATE: April 9, 2021

Gordon M. Boggie

CHAIRMAN

SUBJECT: Microsoft Consulting Services

During the course of operations, we frequently have IT projects whose scope exceeds our abilities to complete with in-house IT staff alone. To address these projects, we use IT Consultant Services.

On February 8, 2021 LRD advertised Request for Qualification (RFQ) #21-002-00101-0-2021 – Microsoft Consulting Services on the LRD's website and DemandStar. Consultants had the option to select which products and service areas they wanted to be considered for with the anticipation that the District would select a minimum of two qualified consultants for each service area to provide services under a 5-year contract. Qualification Statements were received from three (3) firms covering three (3) different areas of services as outlined in the attached Qualification Committee Scoring Summary.

As shown in the Qualification Committee Scoring Summary the following three (3) firms were deemed responsive and responsible and ranked as a qualified firm:

Element IT Innovative Cloud Solutions Share Squared

It is staff's desire to enter into a 5-year contract with each of these qualified firms and then use their services to meet our relevant Microsoft consulting needs. In the future, prior Board approval would be sought for any single projects reasonably estimated to exceed \$50,000.

Staff requests approval of the following motion:

"THAT THE DISTICT GOVERNING BOARD authorize the Executive Director to execute a 5-year contract with Element IT, Innovative Cloud Solutions, and Share Squared pursuant to the Request for Qualifications for Microsoft Consulting Services and their submitted packages. The Board authorizes an annual not-to-exceed \$10,000 purchase order to each firm for general consulting services, and the Board directs staff to obtain Board approval before engaging these firms in any task order that will exceed \$50,000."

Stephen B. Rockoff

BOARD MEMBER

Dr. Matt H. Rostock BOARD MEMBER

James D. Snyder BOARD MEMBER

2500 Jupiter Park Drive Jupiter, Florida 33458

TEL: (561) 747-5700 FAX: (561) 747-9929

loxahatcheeriver.org

Loxahatchee River District RFP #21-002-00101 Microsoft Consultant Services Qualification Committee Scoring Summary March 31, 2021

The evaluation criteria below is defined in Selection Process section of RFP #21-002-00101 Microsoft Consulting Services. To be considered "Qualified" a firm must receive a score of 70 points or higher.

Service Area Microsoft Applications Support and Development Microsoft SQL on-premises Server and Azure SQL	s Se Element IT - Development	Ses Element IT - SQL	S S Innovative Cloud Solutions	s ShareSquared - Development	ShareSquared - SQL
Microsoft Dynamics GP and Dynamics 365 Letter of Interest - Max 20 Points	No 14.5	No 14.5	Yes 18.25	No 18.75	No 17.75
Availability, demonstrated capacity, and qualifications necessary.	14.5	14.5	18.25	18./5	17.75
Relevant Experience - Max 50 points	39.75	39.75	41.25	45.75	42.75
Demonstrated ability, based on consultant experience and specific experience of key personnel, to provide technical assistance on the types of tasks listed in the RFQ. Consultants need not necessarily be experts in every task in a given sub-area in order to achieve a favorable score. (40 Points Maximum) Prior experience, including ability to work with LRECD (10 Points Maximum)					
Responsiveness to the RFQ - Max 15 points	10	10	12	14.75	14.75
Presentation, completeness, and clarity of information provided.					
Fee Structure - Max 15 points	14.5	14.5	10.5	13	13
Cost competitiveness and reasonableness					
Client Reference - Pass/Fail	Pass	Pass	Pass	Pass	Pass
Total	70.75	70 75	m	22.75	99.35
Total	78.75	78.75	82	92.25	88.2



MEMORANDUM

D. Albrey Arrington, Ph.D.

EXECUTIVE DIRECTOR

Gordon M. Boggie

CHAIRMAN

Stephen B. Rockoff

BOARD MEMBER

Dr. Matt H. Rostock

BOARD MEMBER

James D. Snyder

BOARD MEMBER

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

From: Kris Dean, P.E., Deputy Executive Director,

Director of Engineering

Date: April 7, 2021

Subject: Neighborhood Sewering: Low Pressure Pump

Station Purchase

Within the upcoming three months we will have completed low pressure sewers in numerous remnant areas including the following:

18870 and 18890 SE Country Club Drive

US Hwy 1 Thelma Ave Hobart Street 197th Place Gardiner Lane

Olympus Drive

The attached quote is for purchase of low pressure pumping stations for each property included in the remnant areas listed above. Stations are purchased through Southeastern Pump, our standardized low pressure pump station manufacturer.

Staff recommend the following motion.

"THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to issue a purchase order to Southeastern Pump for purchase of 27 low pressure pumping units based on their quote dated September 4, 2020 in the amount of in the amount of \$106,974.00."

2500 Jupiter Park Drive Jupiter, Florida 33458

TEL: (561) 747-5700 FAX: (561) 747-9929

loxahatcheeriver.org



Tampa + Pompano Beach + Jacksonville

September 4, 2020

Loxahatchee River District 2500 Jupiter Park Drive Jupiter, FL 33458

Attention: Mr. Kris Dean

Subject: L.R.D. Low Pressure Pump Stations - SIMPLEX Residential

Thank you for the opportunity to continue providing pump stations for your low pressure sewer system. The following is based upon using most of the materials as we have previously supplied and your current published standards. We are pleased to provide our proposal for the below upcoming remnant areas as outlined below:

Proposed/Pending Locations

Olympus Drive – 2 simplex units 18870 and 18890 SE Country Club Dr – 2 simplex units US Hwy 1 – 3 simplex units Thelma Ave – 3 simplex units Hobart St – 13 simplex units 197th Place – 3 simplex units Gardiner Lane – 1 simplex unit

SIMPLEX Residential LPSS Grinder Station:

27 ea. Simplex Low Pressure Pumping Stations per Loxahatchee River District

Standard Details, 36" x 96" wet well and 48" bottom. Includes:

- Barnes Pumps Model SGVF2022L Grinder Pumps, Standard Double Seal, Three-Bearing Grinder Design, 2 HP, 240 Volt, 1-Phase, 30 ft. cord.
- L.F. Manufacturing Wet Well, 36" x 60" with 48" O.D. Bottom Flange, built and labeled in accordance with ASTM D3753
- Halliday Products Model C1P Access Cover
- Bugaboo Controls. Simplex Control Panel, as Specified.

PRICE: \$3,962.00 each, plus tax, delivered.

TOTAL: \$ 106,974.00 delivered.

Add \$ 130.00 for 72" Deep Wet Wells if required.

Terms: Please allow 8-10 weeks for delivery (based upon current leadtimes).

Price includes shipping/delivery charges to Jupiter, FL.

Payment Due 30 Days from Invoice Date.

Please contact us with any questions, or if we may receive your valued order.

Sincerely,

John Veerling

SOUTHEASTERN PUMP

PO Box 100727, Fort Lauderdale, FL 33310 + 1368 SW 12th Avenue, Pompano Beach, FL 33069 Phone (954) 781-8400 + Fax (954) 781-8434 + www.sepump.com



MEMORANDUM

D. Albrey Arrington, Ph.D.

EXECUTIVE DIRECTOR

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BOARD MEMBER

James D. Snyder

BOARD MEMBER

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

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

DATE: April 8, 2021

TO:

SUBJECT: Evoqua Odor Control Contract Extension

Evoqua Water Technologies, Inc. (Evoqua) supplies the District with chemicals and equipment that assists with odor control and/or corrosion control at our plant site and within the collection system. Evoqua has an executed contract in place with Lee county and has extended the offer to the District to "piggy-back" the executed Lee County contract for our wastewater odor and corrosion control program. The Lee County contract includes an initial three-year period which is effective May 14, 2018 through May 13, 2021. Lee County recently exercised the option of extending the contract for the first of three potential one-year renewals. The first one-year renewal term will be from May 14, 2021 through May 13, 2022.

Lee County utilizes a significant amount of chemicals and equipment through Evoqua. As such, the pricing offered under the current contract provides the District with a competitive pricing advantage when compared to the pricing the District would likely receive if we were to bid the items ourselves. The current authorization request is to piggy-back the Lee County contract through May 13, 2022. The budgetary amounts requested are as required for the balance of Fiscal Year 2021.

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

2500 Jupiter Park Drive Jupiter, Florida 33458

TEL: (561) 747-5700 FAX: (561) 747-9929 A comparison of the proposed contract rates vs. the original contract rates is included below:

Bioxide: \$2.47/gallon vs. original of \$2.40/gallon
25% Sodium Hydroxide: \$2.47/gallon vs. original of \$2.40/gallon
Sodium Hypochlorite: \$2.36/gallon vs. original of \$2.30/gallon
Master LS Biofilter Lease: \$3,249.51/mo. vs. original of \$3,161.00/mo.
WWTF HW Biofilter Lease: \$4,240.50/mo. vs. original of \$4,125.00/mo.
SST LoPro Maintenance: \$1,635.00/mo. vs. original of \$2,091.00

Staff recommends the following motion:

"THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute a purchase order to Evoqua Water Technologies, Inc. for the continued supply of odor and corrosion control chemicals and services, in accordance with a "piggy-back" of Lee County contract for the period from May 14, 2021 through September 30, 2021, in an amount Not-to-Exceed \$155,000.00"

and

"THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute a Purchase Order to Evoqua Water Technologies, Inc. for monthly maintenance, for the period from May 14, 2021 through September 30, 2021, of the Sludge Storage Tank Odor Control System in an amount Not-to-Exceed \$6,540.00."



April 7, 2021

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

RE: LO/PRO® SCRUBBER SERVICE

Dear Mr. Pugsley:

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

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

Sincerely,

Evoqua Water Technologies LLC

Eric Hansen

Eric Hansen Technical Sales Representative

Page 1 of 1



MEMORANDUM

D. Albrey Arrington, Ph.D.

EXECUTIVE DIRECTOR

TO: D. Albrey Arrington, Ph.D.

Executive Director

Gordon M. Boggie

CHAIRMAN

FROM: Jason A. Pugsley, P.E.

Operations – Plant Manager

Stephen B. Rockoff

BOARD MEMBER

DATE: April 8, 2021

SUBJECT:

Waste Disposal Contract Extension-Waste Pro of Florida,

Inc.

Dr. Matt H. RostockBOARD MEMBER

James D. Snyder
BOARD MEMBER

The District previously solicited bids for Waste Disposal in February 2019 as part of ITB No. 19-001. A total of three (3) responsive bids were received and specific services were awarded to each of the three bidders which included Waste Pro, Republic Services of Florida and Waste Management. The Agreement to each bidder was for an initial twenty-four (24) month term with the option to renew the Agreement for three (3) additional years executed on a 12-month basis. Prior to execution of the original agreement, Waste Pro of Florida, Inc. acquired Republic Services of Florida. As such, Waste Pro was subsequently awarded the following specific Bid Items:

Bid Item No. 2: Special Waste – Grit (Headworks)

Bid Item No. 3: Special Waste – Grit (Headworks - Spare)
Bid Item No. 4: Special Waste – Dirt (Vac-Con Pit – 1 of 2)
Bid Item No. 5: Special Waste – Dirt (Vac-Con Pit – 2 of 2)
Waste – Yard Waste (Maintained at Lakes)
Bid Item No. 7: Waste – Yard Waste (Maintained at Lakes)
Waste – Industrial Construction Material

(Maintained at Lakes).

It is the opinion of Staff that Waste Pro has done a satisfactory job, and we support continuing the contract for the first of three potential one-year renewals. Under the terms of the agreement, a rate increase equivalent the CPI-U published index for June of the prior year is warranted. The June 2020 CPI-U was published as 0.60%.

Staff recommends the following motion for approval:

2500 Jupiter Park Drive Jupiter, Florida 33458

TEL: (561) 747-5700 FAX: (561) 747-9929 "THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute a contract extension with Waste Pro of Florida for Bid Item No's. 2 through 8 as outlined in ITB No. 19-001 and in accordance with the contract specifications and the rates specified within their Bid dated February 6, 2019 including a 0.6% increase per the June 2020 Consumer Price Index."

loxahatcheeriver.org

Water Reclamation - Environmental Education - River Restoration



D. Albrey Arrington, Ph.D.

EXECUTIVE DIRECTOR

MEMORANDUM

Gordon M. Boggie

CHAIRMAN

TO: Governing Board

FROM: Kara Fraraccio, Director of Finance and Administration

DATE: April 9, 2021

SUBJECT: Disposal of Fixed Assets

Stephen B. Rockoff
BOARD MEMBER

Dr. Matt H. Rostock BOARD MEMBER

James D. Snyder

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:

			Date	Α	cquired		Book	Est	imated
Tag # F/A #	Description	Condition	Recorded		Value	•	Value	\	/alue
1512 FF158	IBM Typewriter	Needs Repair	09/30/81	\$	932	\$	-	\$	10
2593 OE025	BizHub Printer/Copier	Operational	09/30/09		4,404				500
Total Assets	to be Disposed			\$	5,336	\$	-	\$	510

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.

Items slated for disposal that have remaining value will be sold on public auction 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 asset tag numbers 1512 and 2593 in accordance with the District's Disposal of Surplus Tangible Personal Property Policy."

2500 Jupiter Park Drive Jupiter, Florida 33458

TEL: (561) 747-5700 FAX: (561) 747-9929



Change Orders

No Change Orders are presented for Board consideration this month.



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MEMORANDUM

D. Albrey Arrington, Ph.D.

EXECUTIVE DIRECTOR

TO: GOVERNING BOARD

FROM: D. ALBREY ARRINGTON, Ph.D.

DATE: APRIL 7, 2021

SUBJECT: PROPOSED REVISIONS TO LOXAHATCHEE RIVER

MINIMUM FLOW & LEVEL (MFL)

Gordon M. Boggie
CHAIRMAN

Stephen B. Rockoff
BOARD MEMBER

Dr. Matt H. RostockBOARD MEMBER

James D. Snyder BOARD MEMBER It has been brought to my attention that the Joint Administrative Procedures Committee has directed the South Florida Water Management to revise the Loxahatchee River Minimum Flow & Level (MFL) as defined in Chapter 40E-8, F.A.C. to be consistent with Florida Statutes 373.042(1)(a) (see attached letters).

The current MFL for the Northwest Fork of the Loxahatchee River is provided on the following page. Note that an exceedance can occur if (1) flows are below 35 cfs for more than 20 consecutive days or (2) average daily salinity expressed as a 20 day rolling average exceeds 2.0 parts per thousand. My understanding is that the Joint Administrative Committee has opined that the MFL needs to be revised to solely be based upon flow-based metrics, i.e., not salinity.

Based on discussions with SFWMD staff, it is my understanding that SFWMD staff intend to simply delete the portion of the MFL that expresses the salinity requirement (i.e., section (4)(c)(2) which is underlined on the following page). **This is not an acceptable solution.**

Based on the available data, there are times when the existing salinity-based MFL metric triggers a MFL exceedance even though the flow-based metric did not register a MFL exceedance. Because it has been well-documented in the scientific literature that saltwater intrusion in general and specifically within the Loxahatchee River can cause significant harm, it is imperative that we maintain vigilance in guarding the ecological health of the National Wild & Scenic Northwest Fork of the Loxahatchee River.

Currently, SFWMD is seeking stakeholder input regarding the salinity criteria prior to entering the rule development process to officially modify the MFL. I trust a letter from the LRD Governing Board would be well-received and influential in this process.

2500 Jupiter Park Drive Jupiter, Florida 33458

TEL: (561) 747-5700 FAX: (561) 747-9929 Therefore, I am hopeful that a LRD Governing Board member will work with staff to draft a letter to the SFWMD Governing Board expressing our concern over the proposed removal of the salinity component of the MFL and suggesting flow-based metric(s) that could be used to capture and measure the spirit of the salinity-based component of the MFL. Therefore, I am seeking approval of the following motion:

"THAT THE DISTRICT GOVERNING BOARD authorizes LRD Board Member ______ to collaborate with staff to draft and communicate a letter to the South Florida Water Management District Board regarding the proposed revision of Loxahatchee River MFL to remove the salinity-based component, and our strong desire to add a flow-based metric(s) that captures the violations and exceedances that would have been captured by the salinity-based component if removal of the salinity-based component is deemed necessary."

40E-8.221 Minimum Flows and Levels (MFLs): Surface Waters.

- (4) Northwest Fork of the Loxahatchee River.
 - (a) An enhanced freshwater regime is necessary to prevent significant harm to the water resources and ecology of the Northwest Fork of the Loxahatchee River, pursuant to Sections 373.042 and 373.0421, F.S. By establishing the MFL set forth in paragraphs (b) and (c), along with implementation of the associated recovery strategy, it is the interim goal of the District to provide sufficient freshwater flows to create at River Mile 9.2 the freshwater regime found at River Mile 10.2
 - (b) A MFL **violation** occurs within the Northwest fork of the Loxahatchee River when an exceedance, as defined in paragraph (c), occurs more than once in a six year period.
 - (c) A MFL **exceedance** occurs within the Northwest Fork of the Loxahatchee River when:
 - 1. Flows over Lainhart Dam decline below 35 cfs for more than 20 consecutive days; or
 - 2. The average daily salinity concentration expressed as a 20-day rolling average exceeds two parts per thousand. The average daily salinity will be representative of mid-depth in the water column (average of salinities measured at 0.5 meters below the surface and 0.5 meters above the bottom) at river mile 9.2 (latitude 26.9839, longitude 80.1609).
 - (d) In addition to this MFL, which is intended to achieve partial enhancement of the Northwest Fork of the Loxahatchee River to prevent significant harm, restoration of the Loxahatchee River beyond the MFL will be addressed pursuant to subsection 40E-8.421(6), F.A.C., and other applicable provisions of state law. This MFL will be reviewed within two years of adoption and revised, if necessary, to ensure consistency with the restoration goal and plan identified pursuant to Rule 40E-8.421, F.A.C., or other applicable provisions of state law.



JOINT ADMINISTRATIVE PROCEDURES COMMITTEE



Senator Denise Grimsley, Chair
Representative W. Travis Cummings, Vice Chair
Senator Aaron Bean
Senator Dwight Bullard
Senator Nancy C. Detert
Senator Geraldine F. "Geri" Thompson
Representative Matt Hudson
Representative Lake Ray
Representative Hazelle P. "Hazel" Rogers
Representative Barbara Watson

KENNETH J. PLANTE
COORDINATOR
Room 680, Pepper Building
111 W. Madison Street
Tallahassee, Florida 32399-1400
Telephone (850) 488-9110
Fax (850) 922-6934
www.japc.state.fl.us
joint.admin.procedures@leg.state.fl.us

January 15, 2016

Mr. Kirk L. Burns General Counsel South Florida Water Management District P.O. Box 24680 West Palm Beach, Florida 33416-4680

Re: South Florida Water Management District Existing Rule Chapter 40E-7, and Rules 40E-1.702, 7.216, and 8.221, F.A.C.

Dear Mr. Burns:

Attached is my letter to you dated July 23, 2015, regarding the rules of the South Florida Water Management District referenced above. As stated in that letter, Joint Rule 4.6 of the Florida Legislature, 2010-2012, requires this Committee to review administrative rules and to advise the agencies concerned of its findings. As also stated in that letter, I have reviewed the referenced rules and have concerns with those rules as outlined in that letter.

As of this date, I have received only one letter stating that the staff intends to seek authorization for a notice of rule development to address my comments regarding Rule 40E-1.702. Other than that, I have not received a response regarding the other three subjects, nor have any amendments, repeals or other revisions to the referenced rules been made by the District. For that reason, I am restating my original concerns with those rules, and request that the issues addressed in the attached letter be addressed as soon as possible.

Thank you for your prompt attention to this matter.

Sincerely,

Suzanne G. Printy Chief Attorney

Attachment

SGP:yw c:\word\sp\ERR DEP 40E-1, 7 and 8 LS011516



THE FLORIDA LEGISLATURE JOINT ADMINISTRATIVE PROCEDURES COMMITTEE



Representative W. Travis Cummings, Chair Senator Denise Grimsley, Vice Chair Senator Aaron Bean Senator Dwight Bullard Senator Nancy C. Detert Senator Geraldine F. "Geri" Thompson Representative Matt Hudson Representative Lake Ray Representative Hazelle P. "Hazel" Rogers Representative Barbara Watson

KENNETH J. PLANTE
COORDINATOR
Room 680, Pepper Building
111 W. Madison Street
Tallahassee, Florida 32399-1400
Telephone (850) 488-9110
Fax (850) 922-6934
www.japc.state.fl.us
joint.admin.procedures@leg.state.fl.us

July 23, 2015

Mr. Kirk L. Burns General Counsel South Florida Water Management District P.O. Box 24680 West Palm Beach, Florida 33416-4680

Re: South Florida Water Management District Rule Chapters 40E-1, 7 and 8, F.A.C.

Dear Mr. Burns:

Pursuant to this Committee's authority in Joint Rule 4.6 of the Florida Legislature, 2014-2015, to review administrative rules and to advise the agency of its findings, I have reviewed the rule chapters referenced above, and have the following comments:

This rule states that the District's Environmental Resource, Consumptive Use and Surface Water Management Permit enforcement program is implemented through guidelines described in subsections (1), (2) and (3) of the rule. Because the enforcement programs rely upon the guidelines referenced, those guidelines should be incorporated in the manner described in ss. 120.54(1)(i) and 120.55(1)(a), F.S. If those guidelines have been incorporated elsewhere in the District's rules, those incorporating rules should be referenced here.

- **40E-7.216(1)** The reference to the definition of "material breach" in this rule should refer to rule 40E-7.215(5), the definition of "material breach," and not 40E-7.215(4), F.A.C.
- The statute cited as law implemented for this rule chapter, s. 373.610, F.S., requires the district to adopt rules to specify the circumstances and conditions for reinstatement after suspension. These rules do not appear to include those circumstances and conditions, and therefore appear to contravene the law being implemented, in violation of s. 120.52(8)(c), F.S.
- 40E-8.221 The rule states that it lists the minimum flows and levels (MFL) at which point further withdrawals would cause significant harm to the water resources. Subsections (2), (4) and (5) of this rule list the mean monthly flow necessary to

Mr. Kirk L. Burns July 23, 2015 Page

maintain sufficient salinities to prevent a MFL exceedance. Paragraph 373.042(1)(a), F.S., cited as law implemented for this rule, defines the minimum water level as "the level of groundwater in an aquifer and the level of surface water at which further withdrawals would be significantly harmful to the water resources of the area." Please explain why the significant harm is expressed in rule subsections (2), (4) and (5) in terms of salinity only, and does not include the measure of the significance of other types of harm.

Sincerely,

Suzanne G. Printy Chief Attorney

SGP:yw c:\word\sp\ERR SFWMD 40E-1, 7 and 8 LS 072315



D. Albrey Arrington, Ph.D.

EXECUTIVE DIRECTOR

Gordon M. Boggie

CHAIRMAN

Stephen B. Rockoff

BOARD MEMBER

Dr. Matt H. Rostock

BOARD MEMBER

James D. Snyder

BOARD MEMBER

MEMORANDUM

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

From: Kris Dean, P.E., Deputy Executive Director,

Director of Engineering

Date: April 7, 2021

Subject: Vacuum Truck Purchase: Unit 80 Replacement

In the performance of their duties field staff utilize line washing and vacuum trucks. These trucks are integral to our line cleaning, wetwell cleaning, system shutdown/bypass and excavation activities. Unit 80, currently assigned to construction was originally purchased in 2002 and since that time has done tours in the collections and construction departments. Over the last several years we have made numerous repairs to the unit and it has provided excellent service; however, the frequency of the repairs and the downtime associated with them have begun to impact our preventative maintenance and corrective work schedules.

Unit 80 was originally scheduled for replacement in FY22 at 20 years of service; however, staff have identified a vacuum truck available now through a local vendor and feel it is in the District's best interest to pursue this option.

The truck, a Vactor Model 2100, is available to us through Sourcewell Contract # 122017-FSC, a cooperative purchasing program, for \$428,565.21 as detailed in the attached quote.

Staff recommend the following motion:

"THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to issue a purchase order "piggy-backed" on Sourcewell Contract # 122017 with Environmental Products Group for a Vactor Model 2100 in the amount of \$428,565.21."

2500 Jupiter Park Drive Jupiter, Florida 33458

TEL: (561) 747-5700 FAX: (561) 747-9929



March 10th, 2021

Loxahatchee River Environmental Control District Vactor quotation per Sourcewell contract Attn: Mr. Joseph Jesteadt

The following quote is based on the most current Sourcewell contract. Sourcewell contract #122017-FSC Loxahatchee River Environmental Control District contract member: #19028

Price for Vactor as configured	\$438,682.92				
Minus Freight at cost	\$/2,700.00				
Minus Chassis at cost	\$ 98,726.00				
Subtotal	\$337,256.92				
Less 3% contract discount	\$ 10,117.71				
Total after discount applied	\$327,139.21				
Add freight back in	\$ 2,700.00				
Add chassis back in	\$ 98,726.00				

Sourcewell price for a new 2021 Vactor model 2100 \$428,565.21 single engine, PD, 15 cubic yard combination sewer cleaning body with a 2021 Freightliner model 114SD tandem axle truck cab/chassis (Spec attached)

Vactor warranty is standard 1 year parts and labor, excluding common wear items. The water pump is covered for 2 years parts and labor. The PD vacuum blower has a 1 year warranty. The water tanks carry a 10 year warranty and the debris tank carries a 5 year warranty.

Vactor warranty covers the PTO, hydraulic pumps and system, pneumatic system, water system, electrical system, switches, valves, transfer case, shafts, cylinders, etc.

MEMPHIS

2995 Sandbrook St. Memphis, TN 38116 **P:** 901.630.5658 **F:** 901.630.5659

DEERFIELD BEACH

1907 SW 43rd Terrace Suites G & H Deerfield Bch, FL 33442 **P:** 954.518.9923 **F:** 954.518.9926

ATLANTA

4410 Wendell Dr SW Atlanta, GA 30336 **P:** 404.693.9700 **F:** 404.693.9690

CORPORATE

2525 Clarcona Rd. Apopka, FL 32703 **P:** 407.798.0004 **F:** 407.798.0013



MEMPHIS

2995 Sandbrook St.

Memphis, TN 38116

P: 901.630.5658

F: 901.630.5659

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F: 404.693.9690

2525 Clarcona Rd.

Apopka, FL 32703

P: 407.798.0004

F: 407.798.0013

CORPORATE

Deerfield Bch, FL 33442

Suites G & H

ATLANTA

PRODUCT DESCRIPTION

 \cdot 2100i with Roots 824-16" Hg. Blower, 15 Yard Debris body, 1500 Gallons of Fresh Water

STANDARD FEATURES

- · 48" x 22" x 24" Curb Side Aluminum Toolbox
- · Aluminum Fenders
- · Mud Flaps
- · Electric/Hydraulic Four Way Boom
- · Color Coded Sealed Electrical System
- · Remote Pendant Control w/35' Cord
- · Intuitouch Electronic Package
- · Double Acting Dump Hoist Cylinder
- · Handgun Assembly
- · 3" Y-Strainer at Water Pump Inlet
- · Ex-Ten Steel Cylindrical Debris Tank
- · Flexible Hose Guide
- · 30 Deg. Sand Nozzle w/Carbide Inserts
- · 30 Deg. Sanitary Nozzle w/Carbide Inserts
- · 15 Deg. Penetrator Nozzle w/Carbide Inserts
- · Nozzle Storage Rack
- · Vacuum Tube Storage: Curbside (2) Pipe, Rear Door (2) Pipe
- · 1" Nozzle
- · 10' Leader Hose
- · Flat Rear Door w/Hydraulic Locks and Door Power-up/Down, Open/Close Feature
- · Dual 10" Stainless Steel Float Shut Off System/Rear Mounted
- · Debris Body Vacuum Relief System
- · Debris Deflector Plate
- · 60" Dump Height
- · Water Sight Gauge DS/PS
- · Liquid Float Level Indicator
- · Boom Transport Post Storage
- · 3" Y-Strainer @ Water Pump w/3" Drain Valve
- · Performance Package: (Hyd Variable Flow, Dual PTO's. Dual Hyd. Pumps)
- · 1" Water Relief Valve for Vactor Water Pump
- · Stainless Steel Microstrainer
- · Blower Air Shift Controls
- · Hydraulic Cooling Package
- · Midship Handgun Coupling
- · Side Mounted Water Pump
- · Hose Wind Guide (Dual Roller)
- · Hose Reel Manual Hyd. Extend/Retract
- · Hose Reel Chain Cover (Full)
- · Tachometer/Chassis Engine W/Hourmeter
- · Circuit Breakers



MEMPHIS

2995 Sandbrook St. Memphis, TN 38116 **P:** 901.630.5658 **F:** 901.630.5659

DEERFIELD BEACH

1907 SW 43rd Terrace Suites G & H Deerfield Bch, FL 33442 **P:** 954.518.9923 **F:** 954.518.9926

ATLANTA

4410 Wendell Dr SW Atlanta, GA 30336 **P:** 404.693.9700 **F:** 404.693.9690

CORPORATE

2525 Clarcona Rd. Apopka, FL 32703 **P:** 407.798.0004 **F:** 407.798.0013

- · LED Lights. Clearance, Back-Up, Stop, Tail & Turn
- · Tow Hooks, Front and Rear
- · Electronic Back-Up Alarm
- · Hydraulic Tank Shutoff Valves
- · 7" Vacuum Pipe Package
- · Emergency Flare Kit
- · Fire Extinguisher 5 Lbs.
- · Fixed Rear Door Pipe Rack, 7" Pipe
- · Low Water Alarm with Water Pump Flow Indicator
- · Front Joystick Boom Control
- · Rodder System Accumulator- Jack Hammer on/off control w/ manual valve
- · Digital Hose Footage Counter
- · Water Pump Hour Meter
- · PTO Hour Meter
- · Hydraulic Oil Temp Alarm
- · Digital Water Pressure Gauge
- · Chassis Modifications

ADDITIONAL FEATURES

- · Roots 824-16" Hg. Blower
- · 180 Degree Rotation, 10 Ft. Telescoping Boom x 15 Ft. Hydraulic Extendable
- · 80 GPM Variable Flow Water System
- · 2500 PSI Water Pressure
- · 1" x 600' Piranha Sewer Hose, 2500 PSI
- · Hydraulic Extending/Rotating 15" Hose Reel (1" x 800') Capacity
- · Module Paint, Dupont Imron Elite Sanded Primer Base
- · Debris Body Flush Out System
- · Pump Off Ports Only
- · 6" Decant System w/Knive Valve, Curbside
- · Centrifugal Separators
- · Folding Pipe Rack, Curbside, 7" Pipe
- · Folding Pipe Rack, Streetside, 7" Pipe
- · Rear Door Splash Shield
- · Lube Manifold
- · Plastic Lube Chart
- · Wireless Controls, including hose reel controls
- · Rotatable Boom Inlet Hose, 10 x 15 RDB
- · Anti Splash Valve
- · Hydro Excavation Kit Includes Lances, Nozzles, Storage Tray, and Vacuum Tubes
- · Automatic Hose Level Wind Guide, Non-Indexing
- · High Pressured Hose Reel
- · Rodder Pump Drain Valves
- · Rear Directional Control, LED Split Arrowboard
- · Hand Light w/Bumper Plug
- · Rear Mounted, LED Beacon Light
- · Front Mounted, LED Beacon Light



- · 6 Lighting Package, 6 Federal Signal Strobe Lights, LED
- · Worklights (2), LED, 10 x 15 RDB
- · Worklights (2), LED, Rear Door
- · Worklight, LED, Operators Station
- · Worklight, LED, Curb Side
- · Toolbox, Front Bumper Mounted, 16 x 12 x 18 w/(2) LED Side Markers
- · Toolbox, Behind Cab
- · Toolbox, Driver Side Chassis Frame, 24w x 24h x 24d
- · Camera System, Front, Rear and Both Sides
- · Safety Cone Storage Rack Post Style
- · Digital Water Level Indicator
- · Digital Debris Body Level Indicator
- · Blower High Temperature Safety Shutdown
- · (2) 7" x 72" Vacuum Pipe Weldments (27' total)
- 2 hand operation for rear door open/close control
- 2 additional hydro excavation pipe extensions (5 total)
- · Vactor Supplied Chassis, Tandem Axle, 2021 Freightliner 114SD SFA 6x4, 370 HP, Auto, 66,000 GVWR, GHG
- · Vactor Standard Manual and USB Version 1

MEMPHIS

2995 Sandbrook St. Memphis, TN 38116 **P:** 901.630.5658 **F:** 901.630.5659

DEERFIELD BEACH

1907 SW 43rd Terrace Suites G & H Deerfield Bch, FL 33442 **P:** 954.518.9923 **F:** 954.518.9926

ATLANTA

4410 Wendell Dr SW Atlanta, GA 30336 **P:** 404.693.9700 **F:** 404.693.9690

CORPORATE

2525 Clarcona Rd. Apopka, FL 32703 **P:** 407.798.0004 **F:** 407.798.0013 Please contact me with any questions.

Sincerely,

Paul A. Hart

Paul A. Hart
South Florida Sales Manager
Environmental Products Group
561-719-1395 Cell
phart@myepg.com



MEMORANDUM

D. Albrey Arrington, Ph.D.

EXECUTIVE DIRECTOR

Gordon M. Boggie

CHAIRMAN

Stephen B. Rockoff
BOARD MEMBER

Dr. Matt H. RostockBOARD MEMBER

James D. Snyder
BOARD MEMBER

TO: GOVERNING BOARD

FROM: D. ALBREY ARRINGTON, Ph.D.

DATE: APRIL 6, 2021

SUBJECT: TOWN OF JUPITER NANO CONCENTRATE

INTERLOCAL AGREEMENT DISCUSSION

The Town of Jupiter (Town) has requested insight from the LRD Governing Board regarding your intent to renew the existing Town-LRD Nano Concentrate Interlocal Agreement (see following page).

On June 20, 2006 the Town of Jupiter and the Loxahatchee River District entered into an Interlocal Agreement "for the establishment of enhanced intergovernmental coordination with respect to regional water supply to the public's benefit." This interlocal agreement accomplished multiple things, chief among them was establishing conditions under which the Town would supply, and LRD would accept, the Town's nanofiltration concentrate. The Interlocal Agreement was amended on May 4, 2012 to allow distribution of nano concentrate to any LRD reclaimed water customer. The full agreement and approved amendment are provided following the letter from Mr. Brown.

If the Town will accept certain revised terms, it would be my intention to recommend executing a revised version of this Interlocal Agreement. I suggest the following elements of the Interlocal Agreement should be revised:

- A. Restructure compensation for nano concentrate;
- B. Clarify LRD's ability to stop nano concentrate deliveries (e.g., during a LRD-defined declared emergency period such as during a hurricane);
- C. Clarify when supplemental water may be provided by Town to supplement LRD's I.Q. Water supply as needed, establish the maximum daily quantity of supplemental water that may be provided, and the cost per 1,000 gallons for provided supplemental water;

2500 Jupiter Park Drive Jupiter, Florida 33458

TEL: (561) 747-5700 FAX: (561) 747-9929

- D. Integrate TOJ pretreatment improvements and/or blending nano concentrate with raw water to ensure compliance with existing water quality criteria;
- E. Maintain suitability of Town's surface water discharge site and/or alternative discharge options to allow emergency and/or non-emergency disposal of nano concentrate;
- F. Define how the Town will contribute to the long-term maintenance and ultimate replacement of LRD's deep injection well; and
- G. Delete antiquated references and provisions, e.g., Toll Brothers, Parcel 19, Frederick Small force main, grant funding, etc.

Both the Town and LRD are progressive entities striving to preserve the environmental health of our community and provide quality utility services in an economical manner. I assume that reasonable revision of the interlocal agreement will allow this collaboration to continue.

Should you desire to communicate the Board's intention through a representative LRD Board Member, I have drafted the following motion:

"THAT THE DISTRICT GOVERNING BOARD appoints LRD Board Member _____ to engage the representative Jupiter Town Council Member regarding the Board's intent on the Interlocal Agreement between the Town of Jupiter and the Loxahatchee River District for the Establishment of Enhanced Intergovernmental Coordination with Respect to Regional Water Supply to the Public's Benefit."

I drafted the following motion if you desire to have me communicate your stated intent with Town staff:

"THAT THE DISTRICT GOVERNING BOARD direct the Executive Director to communicate the Board's intent to [terminate | revise | renegotiate | renew] the Interlocal Agreement between the Town of Jupiter and the Loxahatchee River District for the Establishment of Enhanced Intergovernmental Coordination with Respect to Regional Water Supply to the Public's Benefit."



April 1, 2021

Albrey Arrington, Executive Director Loxahatchee River Environmental Control District 2500 Jupiter Park Drive Jupiter, FL 33458

RE: Inter

Interlocal Agreement Term Extension

Dear Albrey,

Currently our staff and consultants are undertaking our most recent update to our Water Utility Master Plan. The 2022 Update will serve as the business plan for operations and capital investment in the coming years. One significant planning item relates to the future of our interlocal agreement and its pending expiration in June 2026. As you know, it typically can take approximately 5 years to plan, engineer, permit, and then construct complex utility infrastructure. Therefore, it is desired that we obtain insight from your Governing Board if it is the District's intent is to extend the term of the agreement and the purchase/sale of nanofiltration concentrate to supplement LRD's reclaimed water system as currently defined in the agreement. If not, we must move forward at this time to develop alternatives to continue its use as a resource.

Therefore in closing, please seek your Board's guidance on this matter and share it with us as soon as possible. This feedback will be very helpful in ensuring that we continue to provide the most effective and efficient services to our common customer base.

David L. Brown

Director of Utilities

THE TOWN OF JUPITER AND

THE LOXAHATCHEE RIVER DISTRICT FOR THE ESTABLISHMENT OF ENHANCED INTERGOVERNMENTAL COORDINATION WITH RESPECT TO REGIONAL WATER SUPPLY TO THE PUBLIC'S BENEFIT

This Interlocal Agreement (the Agreement) shall be effective as of the 2014 day of 2006, and is being entered into by and between the TOWN OF JUPITER, 210 Military Trail, Jupiter, Florida 33458, a Florida municipal corporation (hereinafter referred to as the "TOWN"), and the LOXAHATCHEE RIVER DISTRICT, 2500 Jupiter Park Drive, Jupiter, Florida 33458, an independent special district of the State of Florida (hereinafter referred to as the "DISTRICT").

WITNESSETH:

WHEREAS, it is the goal of the Town and the District to cooperate and assist each other, where possible, in order to ensure the cost effective and efficient delivery of services to their respective residents and customers; and

WHEREAS, through the establishment of enhanced intergovernmental cooperation and coordination, it is believed substantive benefits with respect to regional water supply can result to the public served by both entities; and

WHEREAS, the Town owns and operates water and stormwater utility systems while the District owns and operates a wastewater utility and associated water reuse system serving similar geographic confines of Northern Palm Beach and Southern Martin Counties, and

WHEREAS, both entities strive to provide quality services in an economical fashion to their customers and residents; and

WHEREAS, both entities are extremely environmentally conscious and agree that such enhanced intergovernmental cooperation would bring about long lasting environmental benefits thereby preserving our local natural resources for generations to come; and

WHEREAS, the Town and the District continue to take a leadership role in the development and protection of the water resources within the Loxahatchee River watershed through the development and use of alternative water supplies, water reuse, conservation and other methods; and

WHEREAS, the Town proposes to construct and operate an innovative nanofiltration water treatment facility to enhance the water supply to the community; and

WHEREAS, the nanofiltration water treatment facility will produce a by-product water known as concentrate that can either be lost through a non-recoverable disposal or utilized as a resource within the integrated water supply programming for the community; and

WHEREAS, the beneficial use of the nanofiltration concentrate as an irrigation water resource may involve the blending with other water sources, such as those produced by a water reuse program; and

WHEREAS, the District has developed and operates a progressive water reuse program that it wishes to expand; and

WHEREAS, without an additional water supply the District's expansion potential to meet future demand for reuse water is limited by its ability to fully meet all seasonal demands during drought conditions; and

WHEREAS, the Town desires to assist the District in meeting its irrigation quality water demands by supplying nanofiltration concentrate; and

WHEREAS, the Town has an existing reverse osmosis concentrate outfall which provides a preferred disposal alternate for the nanofiltration concentrate when delivery to the District or blending with other reuse water is not possible; and

WHEREAS, the District has a deep injection well in place and operational with capacity to provide a potential disposal alternative for the nanofiltration concentrate when reuse demands are reduced or the blend cannot be distributed for irrigation use; and

WHEREAS, the District has received a Florida Department of Environmental Protection permit for the blending of the concentrate from the Town's nanofiltration water treatment plant with the reuse water produced by the District; and

WHEREAS, the Town and the District have the ability and desire to combine the nanofiltration concentrate with the existing water reuse system to augment water supplies; and

WHEREAS, in good faith and a spirit of cooperation, the District has already deeded land to the Town for construction of the Waste Stream Lift Station which will serve the Town's Water Treatment Plant.

NOW THEREFORE, in accordance with Chapter 163, Part I, Florida Statutes, as amended but specifically subject to the provisions of Section 163.01(9) and (11), Florida Statutes, the Town and the District for and in consideration of the mutual benefits and promises as set forth herein, do hereby enter into this Agreement and represent, covenant, and agree with each other as follows:

SECTION 1. RECITALS. The parties do hereby acknowledge and agree that the above recitals are true and correct to the best of their knowledge and belief and are incorporated herein by this reference.

SECTION 2. <u>PURPOSE</u>. The purpose of this Agreement is to identify the respective duties and obligations of the parties regarding the enhancement of intergovernmental coordination between the Town and the District.

SECTION 3. TOWN DUTIES AND OBLIGATIONS. The Town agrees to the following duties and obligations, namely:

- 3(A) The Town agrees to provide the District with no less than 2,000,000 gallons per day and no more than 3,000,000 gallons per day (both on a monthly average) of nanofiltration concentrate (suitable for blending with water from District's existing reuse system). Until such time that the nanofiltration concentrate forcemain and water plant site raw water connection becomes available for service, the Town will provide up to 1,400,000 gallons per day of interim raw water delivered to the LRD site. Additionally, the Town will continue to provide raw water (300,000 gallons per day) to ABACOA in accordance with the existing (April 2001) agreement between the Town and the District. At such time that nanofiltration concentrate becomes available, it will replace the 300,000 gallons per day delivered under the ABACOA agreement, and the ABACOA agreement will become null and void.
- 3(B) The Town agrees to amend its existing Water Service Agreements with Toll Brothers and WCI (deleting portions pertaining to the provision of irrigation quality water by the Town) to change the provider of irrigation quality water from the Town to the District.
- 3(C) The Town agrees to own and operate the distribution facilities needed to transfer the nanofiltration concentrate from the Town's water treatment plant to the north side of the District's property and to own and operate the pumping facilities with the capability of delivering nanofiltration concentrate to the District reuse storage lakes.
- 3(D) The Town agrees to own and operate a facility at its treatment plant for the quantitative metering and qualitative monitoring and recording of flows pumped to the District's reuse water system. All nanofiltration concentrate delivered by the Town to the District will be metered on a daily basis and reported to the District for each calendar month. The Town will annually test and calibrate the meter for service at the point of delivery, which cost will be paid for by the Town.
- 3(E) The Town agrees that the nanofiltration concentrate provided by the Town for use by the District shall meet the qualitative criteria specified in the application materials submitted and relied upon in assisting the District in obtaining a Florida Department of Environmental Protection permit for the blending program. Said criteria are set forth in Table 1 attached hereto and made a part hereof. The Town shall make provision for pretreatment of the concentrate (via chlorination) for odor control purposes, in case such treatment is deemed necessary by the Town and the District.
- 3(F) The Town agrees to provide surplus surficial aquifer raw water to the District's irrigation quality water system provided that the transference of the water does not threaten or jeopardize the Town's ability to meet the region's potable water supply needs or impact local environmental resources. The Town agrees to provide the raw water in a manner which does not have an adverse impact on the District's existing irrigation quality water storage lakes.
- 3(G) The Town agrees to pursue approval from the Florida Department of Environmental Protection for the preferred backup disposal of nanofiltration concentrate via the Town's existing RO Concentrate Outfall.
- 3(H) The Town shall construct at its own expense all necessary facilities to discharge up to 24,480 gallons per day of permeate scrubber blowdown water produced from the Town's nanofiltration water treatment system into the District's wastewater collection system for proper treatment at the District's facility. The Town shall execute a Developer Agreement related to this wastewater flow to the District's facility. Concurrent to execution of the Developer Agreement, the total (\$173,771.60) for the capacity charges, administrative fees, and all other

costs associated with reserving capacity for the Town's scrubber blowdown flow shall become payable by the Town to the District. Compensation for the actual flow to the District's facility shall be calculated based on the actual metered volume multiplied by the District's quarterly service charge for standard commercial flows. Waste characteristics shall be addressed consistent with District rules and as set forth in the District rules and to meet the pretreatment requirements of the applicable State and Federal regulatory agencies.

3(I) Given that the Town desires to enhance its water transmission capabilities to the US1 corridor and the District has an unused segment of piping in the vicinity, both entities agree that the transfer of certain assets would be jointly beneficial. In consideration for the District's transference of approximately 1,100 feet of existing 16-inch piping between the intersection of Bear's Club Drive and Frederick Small Road to the eastern side of Intracoastal Waterway at Marcinski Road, the Town shall pay to the District \$100,000. Payment to the District shall occur within 120 days from the execution of this agreement.

SECTION 4. DISTRICT DUTIES AND OBLIGATIONS. The District does thereby agree to the following duties and obligations:

- 4(A) The District agrees to compensate the Town as follows:
 - 1. Rate of \$0.24 per 1,000 gallons for up to the first 2,200,000 gallons per day (on a monthly average) of nanofiltration concentrate and/or raw water received from the Town. This is conditional pending negotiation of contracts between the District and Toll Brothers and the District and WCI for 1,000,000 gallons per day each of irrigation quality water. The District shall make every effort to pursue and enter into agreements with Toll Brothers and WCI. However, if agreements cannot be reached, the District shall not be obligated to pay the Town for volumes of nanofiltration concentrate and/or raw water which it is not able to contract for sale. Additionally, for any portions of the 2,200,000 gallons per day (on a monthly average) which are contracted for sale (by the District to any customer) at a rate other than the \$0.48/per 1,000 gallons noted in 4(E), the District and Town agree to equally split the proceeds of such sale. Thus the District will pay the Town one-half of whatever the prevailing rate may be.
 - Rate of \$0.00 per 1,000 gallons for volumes greater than 2,200,000 gallons per day (on a monthly average) of nanofiltration concentrate and/or raw water received from the Town.
 - All rates for irrigation quality water payable to the Town pursuant to this Agreement shall be adjusted annually by the annual change in the Consumer Price Index.

Note that above in Section 4(A) and throughout the remainder of the agreement, that provisions relative to Toll Brothers and WCI shall be assignable to any future owner/developer who may assume controlling interest in their respective properties at Parcel 19.

4(B) The District agrees to own and operate the facilities located on its property and needed to blend and otherwise distribute the nanofiltration concentrate to the reuse storage ponds and lakes and to the District's deep injection well (if necessary).

- 4(C) The District agrees to continually accept the delivery of the Town's nanofiltration concentrate to its wastewater treatment facility unless emergency backup disposal via the Town's Reverse Osmosis Concentrate outfall is deemed necessary. The District will use its best efforts to maintain all required permits necessary to accept the delivery of the nanofiltration concentrate to its facilities which are existing and/or constructed pursuant to this Agreement. The District will notify the Town in writing within thirty (30) calendar days of the District's receipt of any warning letters, Notices of Violation, Affidavits of Violation and consent orders from any regulatory agency related solely to the receipt and blending of the nanofiltration concentrate.
- 4(D) In consideration of the Town delivering surficial aquifer raw water to supplement the District's irrigation quality water system, the District shall provide compensation for such usage to the Town in the amount of \$0.24 per 1,000 gallons (or as may otherwise be appropriate based on Section 4(A)).
- 4(E) The District shall make every effort to pursue and enter into agreements with Toll Brothers and WCI for the provision of irrigation quality water. Said agreements shall address the following:
 - The initial rate for irrigation quality water provided to Toll Brothers and WCI shall be \$0.48 per 1,000 gallons.
 - The contracted volume shall be 1,000,000 gallons per day each.
 - All rates for irrigation quality water payable to the District pursuant to this Agreement shall be adjusted annually by the annual change in the Consumer Price Index.
 - 4. Toll Brothers shall pay the total costs (planning, permitting, design and construction) associated with diversion of raw water into the District reuse system for interim irrigation quality water provision (to be used primarily for the benefit of Toll Brothers), as well as any costs associated with necessary upgrades to the District's existing effluent force main and irrigation quality water pumping system (to be used for transmission of irrigation quality water to Parcel 19). Upgrades to the irrigation quality water pumping system may include temporary pumps as well as permanent pumping facilities necessary to meet interim and long-term delivery requirements.
 - Toll Brothers shall pay one-third of the total costs (planning, permitting, design and construction) of the remaining facilities necessary to convey, meter, and provide backup disposal for nanofiltration concentrate and/or blended irrigation quality water.
 - 6. Toll Brothers shall be responsible for implementing construction of all improvements (ready to be installed within one year of the date of execution of this Agreement) necessary for provision of interim water and the conveyance facilities for transferring nanofiltration concentrate from the Town's water treatment plant to the District's facilities, so long as their being responsible for these activities does not compromise either the Town or the District's abilities to utilize either existing or future Alternative Water Supply grant funds.

- 4(F) The District agrees not to offer irrigation quality water, as a substitute for existing potable water source, to Town customers except as mutually agreed upon by Town and District.
- 4(G) The District agrees to pursue approval from the Florida Department of Environmental Protection (Underground Injection Control Division) for backup disposal of blend via the District's existing deep well, until other means of backup disposal is secured. Note that disposal via the Town's RO Concentrate outfall is the preferred backup disposal method, and while pursuit of the permit for use of the deep well will continue to be pursued, design and construction of improvements necessary to facilitate its use will not proceed unless use of the RO outfall is found to be non-permittable.
- 4(H) The District shall accept into its wastewater collection system, up to 24,480 gallons per day of permeate scrubber blowdown water produced from the Town's nanofiltration water treatment system upon the Town's execution of a Developer Agreement and submission of payment to the District in the amount of \$173,771.60 for the capacity charges, administrative fees, all other costs associated with reserving capacity detailed within the Developer Agreement.
- 4(I) Within 120 days from execution of this Agreement, the District shall transfer to the Town ownership of approximately 1,100 feet of existing 16-inch piping between the intersection of Bear's Club Road and Frederick Small to the eastern side of the Intracoastal Waterway at Marcinski Road. Prior to the transference, the District shall pressure test the pipe segment to ensure the pipeline meets AWWA standards, verifying the pipe's integrity. Should the pipeline be found not to meet the required standards, both parties shall pursue another mutually agreed upon resolution to this matter without affecting the other provisions of this agreement (except 3(I)). Furthermore, the District shall provide and assign to the Town all as-built or record drawings, and all easements held over the facilities upon transfer of ownership as well as provide the Town a bill of sale reflecting the transaction.

SECTION 5. SHARED DUTIES AND OBLIGATIONS. The Town and the District do hereby agree to the following shared duties and obligations:

- 5(A) The Town and District agree to jointly design, finance, permit, and have built the pumping, conveyance, blending, metering and monitoring facilities needed to transfer the nanofiltration concentrate to the District reuse storage lakes and the District deep injection well (if necessary) and Town RO concentrate outfall (if necessary) as more specifically shown on Exhibit 'A' of this Agreement. All equipment and construction necessary for this project shall be procured in a competitive manner, whether it is procured directly by the Town or the District, or procured on their behalf by others.
- 5(B) The Town and District hereby grant open and unlimited access to the other respective utility's property for the construction and future operation and maintenance of the facilities described within this agreement.
- 5(C) The Town and District hereby agree to co-operate in seeking grant funding for all aspects of the Project. The Town has secured an alternative water supply grant from the SFWMD related to the construction of the nanofiltration concentrate pipeline between the Town's water treatment facility and the District's wastewater treatment facility. The District agrees to similarly seek additional grant funding from the SFWMD and upon receipt of said grant, the Town and District agree to equally share in the cost savings which both grants provide relative to constructing the facilities required within this Agreement.

- 5(D) The Town and District agree to jointly promote the further use of the District's reuse water distribution system by new customers to fully utilize the supplemental resource volume provided through this agreement. Both parties agree that the golf courses and certain common areas on Parcel 19, located north and south of Indiantown Road and west of the Florida Turnpike will be required to contract with the District for reuse water.
- 5(E) Both parties agree that this Agreement is intended to comply with the Florida Department of Environmental Protection ("DEP") rules. DEP rule 62-610.865 F.A.C. requires this Agreement to address specific areas. This Agreement addresses the following areas, including but not limited to the cross reference to the section of this Agreement as follows:

Rule 62-610.865(7)(C) area:	Cross reference to Agreement:
Quality & Quantity of concentrate	Sections 3A, 3E, 4C, 5A
System Operation	Sections 3A, 3C, 3D, 3E, 3F, 3H, 4C, 4G, 5A, 5H
Storage Requirements	Sections 3F. 4B, 4G, 5A
Monitoring	Sections 3D, 5A, 5B
Sharing of Information	Sections 3D, 5B, 5G
Quality Control	Sections 3D, 5A, 5B
Remedies	Sections 4I, 12

- 5(F) The Town and District mutually agree to quantify all costs associated with planning, designing, permitting and constructing the necessary improvements to provide, blend, distribute and provide backup disposal for nanofiltration concentrate to be combined with District's reuse system with the exception of those costs specifically and solely borne by Toll Brothers. Said total costs shall be equally divided three ways between the Town, the District and Toll Brothers. The Town and District costs shall be reduced in equal part by any grant funds obtained for the subject improvements.
- 5(G) The Town and District mutually agree to support one another fully in efforts to obtain backup disposal approval of concentrate and/or blend.
- 5(H) The Town and District mutually agree that long term maintenance and renewal and replacement costs shall follow ownership of the component portions of the system.
- **SECTION 6.** LIABILITY. The parties to this Agreement shall not be deemed to assume any liability for the negligent or wrongful acts or omissions of the other and nothing contained herein shall be construed as a waiver by either party of the liability limits established in Section 768.28 Florida Statutes.
- SECTION 7. TOWN INDEMNIFICATION. In the event a claim or lawsuit is brought against the District, its officers, employees, servants, or agents, related to an alleged act or omission by the Town for which the Town was responsibility under this Agreement, the Town agrees, without waiver of limitation as provided for in Section 768.28, Florida Statutes and to the extent permitted by law, to indemnify and hold harmless the District, its officers, employees, servants or agents from and against said claims, losses, demands, damages, liabilities or causes of

action of whatsoever kind or nature that the District, its officers, employees, servants or agents may or could sustain.

SECTION 8. DISTRICT INDEMNIFICATION. In the event a claim or lawsuit is brought against the Town, its officers, employees, servants or agents, related to an alleged act or omission by the District for which the District was responsible under this Agreement, the District agrees, without waiver of limitation as provided for in Section 768.28, Florida Statutes and to the extent permitted by law, to indemnify and hold harmless the Town, its officers, employees, servants or agents from and against said claims, losses, demands, damages, liabilities or causes of action of whatsoever kind or nature that the Town, its officers, employees, servants or agents may or could sustain.

SECTION 9. <u>NOTICES</u>. Any and all written notices required or permitted to be given hereunder shall be deemed received upon hand delivery or facsimile transmission or three (3) days if same are deposited in U.S. Mail and sent via certified mail, return receipt requested.

All notices to the Town shall be sent to:

Town of Jupiter, Florida 210 North Military Trail Jupiter, Florida 33458 Attn: Director of Utilities Phone: (561) 746-5134 Fax: (561) 747-5634

All notices to the District shall be sent to:

Loxahatchee River District 2500 Jupiter Park Drive Jupiter, Florida 33458 Attn: Executive Director Phone: (561) 747-5700 Fax: (561) 747-9929

SECTION 10. <u>AMENDMENTS</u>. Except as expressly permitted herein to the contrary, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality as this Agreement by both parties.

SECTION 11. <u>VENUE AND ELECTION OR REMEDIES</u>. This Agreement shall be construed and governed by the laws of the State of Florida. Any and all legal action arising out of or necessary to enforce this Agreement shall be held in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereinafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 12. <u>DISCRIMINATION</u>. The District and the Town agree that no person shall on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status or sexual orientation be excluded from the benefits of or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

SECTION 13. ATTORNEY'S FEES AND COSTS. In the event of any litigation or administrative proceeding to settle issues arising hereunder, the prevailing party shall be entitled to recover against the other party its costs and expenses, including reasonable attorney's fees, which shall include but not be limited to any fees and costs for any appeal that may be taken.

- **SECTION 14. SEVERABILITY**. In the event that any section, paragraph, sentence, clause or provision thereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect unless the invalid finding is as to payment or construction obligations of a party in which event the Agreement shall be thereupon terminated.
- **SECTION 15. ENTIRE UNDERSTANDING.** This Agreement represents the entire understanding between the parties and supersedes all other negotiations, representations or agreements, either written or oral, relating to the matters which are the subject of this Agreement.
- **SECTION 16.** <u>HEADINGS</u>. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise effect in any way the meaning or interpretation of this Agreement.
- SECTION 17. <u>COUNTERPARTS</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- **SECTION 18.** CONSTRUCTION. The parties acknowledge that each has shared equally in the drafting and construction of this Agreement and, accordingly, no Court construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.
- **SECTION 19.** CLERK OF COURT. A copy of this Agreement shall be filed with the Clerk of Court in and for Palm Beach County, Florida.
- SECTION 20. EFFECTIVE DATE; TERM; COMMENCEMENT DATE. This Agreement shall be effective as of the last date that it is signed by the parties hereto. The term of this Agreement shall be twenty (20) years from the Effective Date unless otherwise terminated as provided within the Agreement. The Term shall be extended automatically for successive five (5) year extensions, unless either party notifies the other in writing not later than 90 days prior to the end of the Term that said party does not agree to an extension. The Agreement may be amended within 90 days prior to the beginning of any extension by mutual written agreement of the parties.

EXECUTED by the Town of Jupiter this 20 th day of	June, 2006.
ATTEST:	TOWN OF JUPITER
Approved as to legal form and sufficiency	Karen J. Golonka, Mayor
Thomas J. Baird, Esa Attorney, Town of Jupiter, Florida	
EXECUTED by the Loxahatchee River District this	day of, 2006.
ATTEST:	LOXAHATCHEE RIVER DISTRICT
By: A Habras Secretary	By: Call Whaten, Chairman
Approved as to legal form and sufficiency:	, v
By: Curtis Shenkman, Attorney Loxahatchee River District	

Table 1
Qualitative Criteria for Nanofiltration Concentrate

Water Quality Parameter	Average Nanofiltration Concentrate Quality
TDS	2,200 mg/l
Chloride	272 mg/l
Calcium	588 mg/l
Magnesium	29 mg/l
Potassium	11 mg/l
Sodium	98 mg/l
Sulfate	334 mg/l
Ph	7.7

Source: The quality data provided was taken from Hazen and Sawyer's Responses to RFIs received by FDEP on December 18, 2003 and September 30, 2004, and from Boyle's Engineering Report dated March 2003.

FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN THE TOWN OF JUPITER AND THE LOXAHATCHEE RIVER DISTRICT

This First Amendment is to the Interlocal Agreement (the "Agreement") dated June 20, 2006, by and between the TOWN OF JUPITER, 210 Military Trail, Jupiter, Florida 33458, a Florida municipal corporation (hereinafter referred to as the "Town"), and the LOXAHATCHEE RIVER DISTRICT, 2500 Jupiter Park Drive, Jupiter, Florida 33458, an independent special district of the State of Florida (hereinafter referred to as the "District").

WHEREAS, the Town and the District entered into an Interlocal Agreement dated June 20, 2006; and

WHEREAS, the June 20, 2006 Interlocal Agreement provided for the sale of 2,000,000 gallons per day of the Town's nanofiltration concentrate purchased by the District for irrigation purposes to Toll Brothers and WCI (1,000,000 gallons per day each) for use on their respective properties within the tract of land known as Parcel 19; and

WHEREAS, the Town agrees that should the property owners of Parcel 19 not wish to purchase this volume of nanofiltration concentrate for irrigation purposes then the District shall be afforded the opportunity to market the balance for sale to other parties in its service territory pursuant to all other conditions of the Interlocal Agreement.

NOW THEREFORE, it is hereby agreed that the Interlocal Agreement should be amended as follows:

Section 1. The whereas clauses are incorporated herein.

Section 2. Paragraph 4(E)2 is hereby amended to read as follows:

"2. The total contracted volume shall be 1,000,000 2,000,000 gallons per day-each as allocated among Toll, WCI, and such other users as determined by the District, as long as the rate for the total 2,000,000 gallons per day shall be the same as provided for in Paragraphs 4(E)1 and 3 hereof. The District shall provide the Town with copies of all user agreements for the first 2,200,000 gallons per day, including any amendments thereto."

ATTEST:

By:

By:

| Constant of the country | Constant of the country

Approved as to form and legal sufficiency:	
By:	
Thomas J. Baird, Town Attorney	
EXECUTED by the Loxahatchee River Dis	strict this 19 day of april, 2012.
By: Skida M Praya	By: LOXAHATCHEE RIVER DISTRICT
Gordon M. Boggie, Secretary	Harvey Silverman, Chairman
Approved as to form and legal sufficiency: By:	ever District

LOXAHATCHEE RIVER DISTRICT



Neighborhood Sewering Schedule-Revised February 2020

Rank *	Area Description	# Lots	Activity	Original Target Date	Revised Target Start Date
16	181 st St N Gravity	12	Notified Owners – January 2013 Notice of Intent to Assess – October 2018 Award Construction Contract – January 2021	2018	2021
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
Н	Olympus Dr, Juno (LP)	2	Notified Owners – June 2013 Prelim. Design started – August 2017 Notice of Intent to Assess – July 2020 Award Construction Contract – January 2021	2016	2021
	18870+18890 SE Country Club Dr (LP)	2	Notified Owner – April + Aug 2017 Design started – August 2017 Notice of Intent – December 2018	2018	2020
	Thelma Ave. (LP)	3	Notified Owners – September 2017 Notice of Intent to Assess–September 2019 Notice To Connect – February 2021	2020	2020
EE	Hobart St SE (Martin Co.) (LP)		Notified Owners – January 2013 Notice of Intent to Assess–September 2019	2016	2021
	197 th Pl N (LP)	3	Notified Owners – April 2019 Notice of Intent to Assess – February 2015 Notice To Connect – February 2021		2020
	605+607 Military Trl (LP)	2	Notified Owners – June 2020 Notice of Intent – Jan 2021	2022	

Private Road Areas – Page 2

Rank *	Area Description	# Lots	Activity	Original Target Date	Revised Target Start Date
AA	Peninsular Road	4	Private Road Notice of Intent – February 2010 Partial construction complete - June 2013 Soliciting easements for remainder of project	2010	AEO
ВВ	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
СС	171 st Street (Martin Co.)	7	Private Road - In House Design Owners notified October 2012 Easement rec'd from Church – April 2017 Grant received	2014	AEO
CC	Jamaica Dr	11	Private Road Owners notified Oct 2012	2014	AEO
СС	66 th Terr+Way	19	Notified Owners – Aug 2010 *Private Roads Notice of Intent to Assess – February 2015	2014	AEO
D	Loggerhead Park (institutional)	6 ECs	Need Easements from County-No database	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 Award Engineering Contract – January 2021	2017	2021
FF	Gardiner Lane-18205 (LP)	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-No database	2012	AEO
GG	815 S US 1 (Yum Yum Tree)	9 ecs	Notified Owner – November 2014	2016	AEO
GG	Rockinghorse (north of Roebuck Road)	11	Notified Owners – January 2013	2018	AEO
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
НН	Harbor Rd. S. LPSS	6	Notified Owners – January 2014 Private Road	2017	AEO
НН	Indian Hills SE	12	Notified Owners – January 2016 Easement for Road & Utilities, No Dedication	2019	AEO
16	Limestone Creek Road West 4		Notified Owners – January 2013 Private Road	2018	TBD
19	US Coast Guard Station Offices (institutional) PX Commercial (commercial)	2 ECs 2 ECs	US Government - private roads-No database Contract for installation of sanitary sewers – September 2020	2019	2021

^{*} Rank based upon "2010 Septic System Inventory & Assessment"

TBD = To be determined AEO = As easements are obtained

CURTIS L. SHENKMAN **Board Certified** Real Estate Attorney 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 DENISE B. PAOLUCCI MELISSA KAJEEJIT

April 8, 2021

Loxahatchee River Environmental Control District D. Albrey Arrington, Exec. Dir. and Board Members (sent by email to S. Patel) 2500 Jupiter Park Drive Jupiter, FL 33458

> RE: PENDING LITIGATION STATUS REPORT

Dear Dr. Arrington and Board Members:

We are enclosing herewith a brief status report relating to the litigation in which the Loxahatchee River Environmental Control District is involved with our law firm as the attorney of record. This status report updates the last monthly status report previously submitted and consists of a summary of the record proceedings which have occurred in each of the pending cases since last month.

There are no analyses of the pending cases included, as the inclusion of such items might constitute a waiver of any attorney/client privilege that exists between our firm and the District. Therefore, if you would like to discuss the particulars of any specific case in more detail or would like to obtain more information concerning the strategy, status, or settlement posture of any of the individual cases, please feel free to contact me.

As always, we are available at any time to discuss any of these lawsuits with each individual Board Member by telephone or by conference, if there are any questions.

Respectfully submitted,

CURTIS L. SHENKMAN

CURTIS L. SHENKMAN

Attachments

OTHER LITIGATION

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

FRED BEMAN, Plaintiff,

VS.

LOXAHATCHEE RIVER DISTRICT, Defendant.

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

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

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

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

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

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

Sept 16, 2020. Amended Complaint filed in Martin County

March 8, 2021, No Summons yet served on the District.

April 6, 2021, No Summons yet served on the District.

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

NONE

MORTGAGE OR LIEN FORECLOSURES / LRD COUNTERCLAIMS/CROSSCLAIMS NONE



Loxahatchee River Environmental Control District Monthly Status Report April 5, 2021

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 April 5, 2021.

Alternate A1A 16-Inch Force Main Extension

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

• Final Change Order and Final Payment still pending. Contractor has not been able to reach an agreement with a third party over the cost of a repair bill. Therefore, the District has directed B&W to proceed with the final Change Order to close-out the Project. The cost of the repair bill will be addressed separately.

Olympus Drive Force Main and Low Pressure Sewer Replacement

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

- A pre-construction meeting with the District and Contractor was held on March 22, 2021 at 2pm. The District issued the NTP at this meeting.
- Submittal of shop drawings for the project is 80% complete.
- Contractor plans on mobilizing on April 12, 2021.

Alternate A1A 24-Inch Force Main Cleaning & Inspection

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

- Contractor commenced work on March 6, 2021.
- Cleaning of the pipeline is currently in-progress. Substantial sand build-up in the pipeline has slowed the cleaning progress.
- Contractor discovered portions of the existing liner inside the pipeline have collapsed on the south-side. The Contractor has been unable to get equipment through an existing valve which may be blocked by debris. Resolution of these two issues are currently in progress.
- The Contractor's staff has been impacted by COVID-19. Work was postponed the week of March 29, 2021, but is anticipated to resume this week.

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

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

• FDEP permit was received on March 17, 2021.



- Contract was awarded to Hinterland at the February 2021 Board Meeting. District is currently working on contract execution with the Contractor.
- NTP and Pre-Construction Meeting dates need to be set by the District.

<u>Lift Station Fall Protection Improvements</u>

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

- Field measurement of hatch openings at all lift stations to order the new safety grates is near completion.
- Procurement of the safety grates is currently in progress.
- The Contractor anticipates installation to commence early May 2021.

GPR Locating Equipment Training

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

- The District provided the PO # for this project to B&W on March 24, 2021.
- B&W is coordinating with District staff to conduct the first training day event on Friday, April 30, 2021.

Respectfully Submitted by:

BAXTER & WOODMAN, INC.

Rebecca Travis, P.E.

Executive Vice President / Florida Division Manager



March 3, 2021

Mr. Kris Dean, P.E.
Deputy Director/Director of Engineering
Loxahatchee River Environmental Control District
2500 Jupiter Park Drive
Jupiter, FL 33Ł58

Subject: Monthly Progress Report – March 2021

Dear Mr. Dean:

Our progress and anticipated work on the odor control study is detailed below.

The following activities were conducted:

- 1. Task 2 Review of Conditions of Existing WWTF and Preparation of Test Protocol has been substantially completed
- 2. Task 3 –Sampling and Testing and Operational Assessment is well underway and key elements have been substantially completed. Testing is currently underway. Air Dispersion Modeling is scheduled to begin shortly
- 3. Task 6 Development of Odor Control Engineering Report has been initiated

Next month's activities:

- 1. Work gathering operational Information will continue
- 2. Odor sampling—Testing and sampling will be completed
- 3. Analysis of Testing Results will be well underway
- 4. Air modeling studies will be underway
- 5. Development of engineering report will be underway

Please let me know if you have any questions.

Sincerely,

CAROLLO ENGINEERS, INC.

Elizabeth Fujikawa, P.E., LEED AP

Elispho Ton

Vice President



500 S. Australian Ave., Suite 850 West Palm Beach, FL 33401

Office: +1 (561) 746-6900



Loxahatchee River Environmental Control District CMA Project Status Update April 2, 2021

CMA Project/Proposal #	Name	Status								
FTOJECVFTOPOSAI#										
	PROPOSALS None									
	140110									
	PROJECTS									
617.001	BLM House Demolition and Reconstruction	 Pre-scope meeting conducted Site visit conducted CMA contract awarded at Board meeting 3/18/21 Project kick off meeting scheduled for 4/8/21 								



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: April 8, 2021

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 April 8, 2021. **Note: Any information that is historical or repeated from previous months are shown in italics. Otherwise, all information as shown below is newly reported information.**

Lift Station No. 082 Improvements

• The construction contract was executed on April 6, 2021. A preconstruction meeting will be scheduled in the next few weeks and Notice to Proceed to the Contractor, the Hinterland Group, will be issued.

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

 All construction activities have been completed. The generator start-up is scheduled for April 8, 2021. Upon completion of the start-up, a final walkthrough and punchlist will be scheduled and the project will be closed out.

SE Hobart Street Low Pressure Force Main System

• HCE has processed all final paperwork. Upon receipt of the record drawings, both the FDEP and Martin County right-of-way permits will be closed out.

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

• The bid opening for the project occurred on January 28, 2021 and three bids were received for the project. A recommendation of award to the lowest responsive and responsible bidder, Hinterland Group, Inc., was presented at the February board meeting. The Owner furnished



generator and automatic transfer switch have been delivered to the District. Upon execution of the Contract, a preconstruction meeting will be scheduled.

Jupiter Inlet Lighthouse Septic to Sewer

• The final design package was submitted to the District on March 26, 2021. HCE is currently working on a RAI response to the PBCHD and Town of Jupiter permit submittal. Upon issuance of the permits the project can proceed with bidding.

Lift Station Telemetry Improvements

• The HCE team is currently working on the preparation of the technical memorandum. The technical memorandum providing the comparative analysis on the different cellular telemetry systems and the findings of the site visits and associated cost estimates, will be provided to District staff by April 20, 2021.

Rolling Hills Gravity Sewer System, Lift Station, & Force Main

• A meeting was held on April 1, 2021 with members from the Rolling Hills Homeowners Association. Survey for the project has been completed and was transmitted to HCE from the surveyor on March 23, 2021. The 60% design submittal will be submitted to the District by May 18, 2021.

Injection Well Pump Manual Transfer Switch Addition

• The 60% design submittal and draft Standard Operating Procedure (SOP) will be submitted to District staff by April 16, 2021.

Operational Greenhouse Gas Emissions and Cost Assessment

• The greenhouse gas framework and interface development, inventory development, and emissions factor and unit cost library will be completed within three months from receipt of the requested information from the District and the Solid Waste Authority.



Busch Wildlife Sanctuary

At Loxahatchee River District



Quarterly Dashboard - 1st Quarter 2021

	Education					Animal Care			Financial Operations				Safety
		Visitors	In-reach		Injured								
	General	Attending	/ Out-reach		Animals		Average						OSHA
	Public	Public	Program	Education Net	Received	Animals	Donation per	General	Grants/Major	BWS Net		Hours	Recorded
	Visitors	Programs	Attendance	Income	/ Treated	Released	Animal Admitted	Donation Income	Donor Income	Income	Net Income	Logged	Incidents
	# of	# of											
Benchmark	People	People	# of People		#	%						#	#
Green	> 25,000	> 3500	> 5500	> \$20,000	< 500	≥30%	≥ \$15.00/Animal	> \$25,000	> \$100,000	≥ \$100,000	> \$10,000	> 2000	0
Yellow	<u>></u> 20,000	<u>></u> 2500	<u>></u> 4000	<u>></u> \$10,000	<u>></u> 500	≥25%	< \$15.00/Animal	≥ \$15,000	≥ \$50,000	> \$0.00	<u>></u> \$5,000	<u>></u> 1500	1
Red	< 20,000	< 2500	< 4000	< \$10,000	>1000	<25%	< \$10.00/Animal	< \$15,000	< \$50,000	≤ \$0.00	< \$5,000	< 1500	>2
2020 Qtr Results													
1st Qtr													
2nd Qtr													
3rd Qtr													
4th Qtr													
2021 Qtr Results													
1st Qtr													
2nd Qtr	0	0	0	\$ -			\$ -		\$ -		\$ -	-	
3rd Qtr	0	0	0	\$ -			\$ -		\$ -	\$ -	\$ -	-	
4th Qtr	0	0	0	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	ı	0

Quarter Items:

Projects Completed: Remulched picnic area, cleaned out grate for lift station in the swamp and re-arranged the pavers around it to keep debris out, replaced pool pumps in Otter exhibit and Waterbird exhibit, remulched butterfly garden area on Pineland Nature Trail

Projects In Progress: Remulching area next to Deer Yard/Songbird Rehab, replacing deck planks as needed, adding Education Traveling Exhibit including logo van wraps, sensory / touch supplies & activities

Future Projects: Raised garden next to Deer Yard/Songbird Rehab

Quarter Appearances, Notables, Trainings:

Trainings: Safe driving, Hand and Portable Power Tools Safety

Onsite Educational Activities: In addition to daily programming we provided 31 Tours, 7 VIP Tours, 13 virtual tours, 40 Junior Naturalist sessions, 8 special events, and 13 Pavillion rentals

Offsite Educational Activities: 16 Outreach Educational Programs, 7 Special Events

Notables: "Happy Trails" walks in PBC natural areas through partnership with Healthier Jupiter, Sip & Shop at Ocean's Allure in PBG, booth at Harbourside Sunday Market, and onsite "That's Gross" events

COVID Related Update: BWS continuing enhanced safety protocols for guests, volunteers, and staff



Director's Report

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





LOXAHATCHEE RIVER DISTRICT Celebrating 50 Years, 1971-2021

D. Albrey Arrington, Ph.D.

EXECUTIVE DIRECTOR

MEMORANDUM

Gordon M. Boggie

CHAIRMAN

TO:

Governing Board

FROM: K

Kara Fraraccio, Director of Finance and

Administration

DATE:

SUBJECT:

April 9, 2021

Stephen B. Rockoff
BOARD MEMBER

Monthly Financial Report

Cash and Investments

Dr. Matt H. Rostock

BOARD MEMBER

Balances as of March 31, 2021 Certificates of Deposit:

James D. Snyder BOARD MEMBER

						Monthly				
	Original			Book		Interest		Market		
Institution	Term	Maturity	Rate	Value	Earned			Value		
Bank United	4 Months	07/11/21	0.15%	\$ 1,053,364	\$	1,036	\$	1,053,446		
Bank United	6 Months	09/12/21	0.15%	1,571,460		373		1,571,833		
Bank United	6 Months	08/19/21	0.20%	1,000,000		170		1,000,219		
Bank United	6 Months	08/19/21	0.20%	1,000,000		170		1,000,219		
Bank United	6 Months	08/19/21	0.20%	1,000,000		170		1,000,219		
Subtotal				\$ 5,624,824	\$	1,919	\$	5,625,936		
Money Market	Accounts:									
Synovus - Public	Demand		0.30%		\$	3,148	\$	12,358,335		
TD Bank - NOW			0.20%			1,402		8,253,700		
Subtotal					\$	4,550	\$	20,612,035		
Checking Acco	ount:									
SunTrust-Hybric	Business Acco	ount	0.50%		\$	4,383	\$	13,333,813		
Subtotal					\$	4,383	\$	13,333,813		
Total					\$	10,852	\$	39,571,784		

Average weighted rate of return on investments is: .33%

As of 3/31/21:

3 month Short Term Bond: .03% 1 month Federal Fund Rate: .25%

2500 Jupiter Park Drive Jupiter, Florida 33458

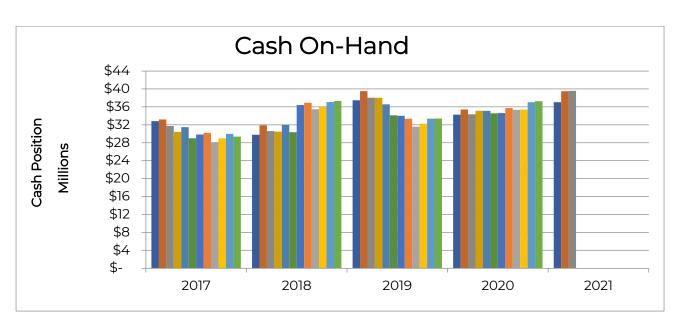
TEL: (561) 747-5700

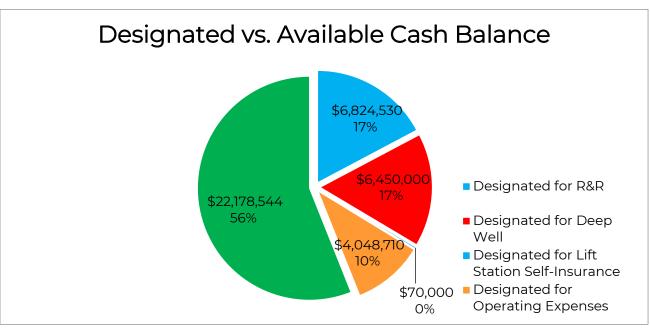
FAX: (561) 747-9929

Cash position for March 2020 was \$34,352,969. Current Cash position is <u>up</u> by \$5,218,815.

Water Reclamation - Environmental Education - River Restoration

loxahatcheeriver.org





Financial Information

- Legal Fees billed in March totaled \$12,745. The fiscal year-to-date total is \$41,570.
- There was no Septage billing for the month of March. The fiscal year-to-date total is \$165.
- Developer's Agreement There was one new Developer Agreements in March.
- I.Q. Water Agreements Valencia is past due for February and March; Jupiter Country Club is past due for March.
- Estoppel fees collected in March totaled \$12,000. The fiscal year-to-date total is \$54,550.

Summary of Budget vs. Actual

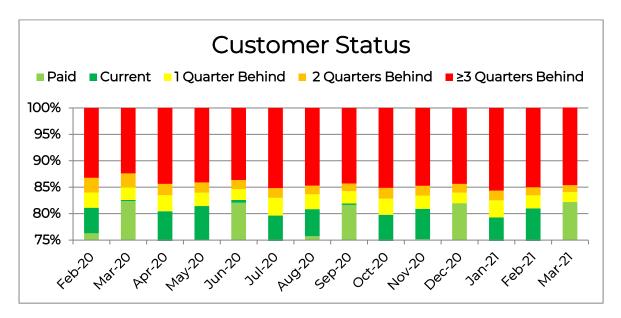
Budget Benchmark	Mar-21	YTD		FY 21	Favorable		Budget	Mar-20
50.00%	 Actual	 Actual		Budget	(U	Infavorable)	Expended	YTD
Revenues								
Operating Revenues								
Regional Sewer Service	\$1,386,666	\$8,353,580	\$	17,670,500	\$	(9,31 6,920)	47.27%	\$8,469,917
Standby Sewer Service	7,502	48,546		90,000		(41 , 454)	53.94%	44,548
IQ Water Charges	189,218	1,137,597		2,250,000		(1,112,403)	50.56%	1,196,038
Admin. and Engineering Fees	2,169	22,402		73,000		(50,598)	30.69%	66,626
Other Revenue	 37,246	 173,164		41 0,000		(236,836)	42.24%	192,242
Subtotal Operating Revenues	 1,622,801	 9,735,289		20,493,500		(10,758,211)	47.50%	9,969,371
Capital Revenues								
Assessments	134,666	1,277,024		931,500		345,524	137.09%	847,626
Line Charges	10,544	110,816		203,000		(92,184)	54.59%	234,246
Plant Charges	1 00,351	459,519		932,000		(472,481)	49.30%	41 4,465
Capital Contributions	 			800,000		(800,000)	0.00%	113,365
Subtotal Capital Revenues	 245,561	1,847,359		2,866,500		(1,019,141)	64.45%	1,609,702
Other Revenues	•					• • • •		
Grants								
Interest Income	 22,915	 626,436		648,000		(21.564)	96.67%	832.584
Subtotal Other Revenues	22,915	626,436		648,000		(21,564)	96.67%	832,584
Total Revenues	\$	\$ 12,209,084	\$	24,008,000	\$	(11,798,916)	50.85% \$	12,411,657
Expenses	 	 						
Salaries and Wages	\$400,049	\$2,526,021	\$	5,960,700	\$	3,434,679	42.38%	\$2,555,951
Payroll Taxes	28,931	178,997	т	428,900	т	249,903	41.73%	191,953
Retirement Contributions	57,593	385,083		889,100		504,017	43.31 %	392,028
Employee Health Insurance	103,225	61 9,633		1,478,400		858,767	41.91%	589,181
Workers Compensation Insurance	,	28,252		86,800		58,548	32.55%	46,864
General Insurance		217,263		386,895		169,632	56.16%	21 4,393
Supplies and Expenses	75,750	411,921		1,128,000		71 6,079	36.52%	525,040
Utilities	27,966	540,353		1,399,225		858,872	38.62%	598,437
Chemicals	28,466	151,689		379,000		227,311	40.02%	181,538
Repairs and Maintenance	89,1 OI	795,183		1,948,070		1,152,887	40.82%	995,386
Outside Services	206,338	842,287		1,884,750		1,042,463	44.69%	830,745
Contingency		,-		225,000		225.000	0.00%	
Subtotal Operating Expenses	1.017.419	6,696,682		16.194.840		9,498,158	41.35%	7,121,516
Capital		<u> </u>				<u> </u>		
Capital Improvements	328,739	1.383,562		10,994,500		9.61 0.938	12.58%	3,956,518
Subtotal Capital	328,739	 1.383.562		10.994.500		9.61 0.938	12.58%	3,956,518
Total Expenses	\$	\$ 8,080,244	\$	27,189,340	\$	19,109,096	29.72% \$	11,078,034
	 	 		,··· ,				, = ,
Excess Revenues								
Over (Under) Expenses	\$ 545,119	\$ 4,128,840	\$	(3,181,340)	\$	7,31 0,1 80	\$	1,333,623

Pending/Threatened Litigation

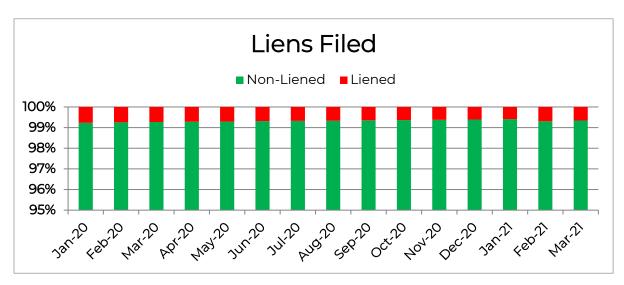
- Vehicle Accident The District received a legal summons related to a vehicle accident involving a District vehicle. This claim is currently being handled through the District's General Liability Insurance provider, PRIA. PRIA has assigned the firm of Roberts, Reynolds, Bedard & Tuzzio, PLLC to represent the District.
- Beacon Lane The District received a formal notice that a negligence claim is being made on behalf of a resident on Beacon Lane from injuries sustained as a result of septic and sewage over-flow at the property. We notified the District's legal counsel, the project engineers, the contractor, and the District's General Liability Insurance provider, PRIA.

Accounts Receivable

The chart below illustrates customers' receivable status as a percentage of quarterly sewer billing. Paid or current balances represent approximately 82% billing.



The District serves approximately 33,000 customers. Currently, the District has 217 liens filed which represent approximately 1% of our customers.





LOXAHATCHEE RIVER DISTRICT Celebrating 50 Years, 1971-2021

D. Albrey Arrington, Ph.D.

EXECUTIVE DIRECTOR

MEMORANDUM

Gordon M. Boggie

CHAIRMAN

FROM:

TO:

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

Kris Dean, P.E., Deputy Executive Director/Director

of Engineering Services

DATE:

April 7, 2021

SUBJECT: Engineering Services Report

Stephen B. Rockoff
BOARD MEMBER

Dr. Matt H. RostockBOARD MEMBER

James D. Snyder BOARD MEMBER

Project highlight

Lift Station Red Light Review: Last month we discussed the need to begin restructuring lift station pump preventative maintenance from time-based to a conditionbased system. In addition to the items discussed last month, this month there was a renewed focus on troubleshooting lift stations with multiple red lights where excessive wear and motor winding resistance issues



2500 Jupiter Park Drive Jupiter, Florida 33458

TEL: (561) 747-5700 FAX: (561) 747-9929 requiring corrective action were found at 8 of the stations. Staff will take what we have learned at these 8 stations and integrate this into our pump station preventative maintenance program.

loxahatcheeriver.org

Water Reclamation - Environmental Education - River Restoration

In-house Projects

Lift Station Rehabilitations General Construction Services: Collections and Inspections are working collaboratively to schedule the 20 lift station full inspections noted last month. We are scheduled for 1 per week, completing current open inspections in late July/early August.

181st Street Gravity Sewer System: Contracts are complete and in place. Staff are coordinating with all parties for a Notice to Proceed date and subsequent preconstruction meeting and construction schedule.

Neighborhood Sewering/Remnant Properties: Staff has designed, permitted and issued purchase orders under our Low Pressure General Construction Services Contract to provide sewer service to 18870/18890 SE Country Club Drive, Thelma Avenue, 18205 Gardiner Lane and 197th Place North. Preliminary Assessments are schedule for these four projects at the May Board meeting.

Fiscal Year 2021 Main and Lateral Lining Projects:



Staff has located a piggyback contract option to perform initial cleaning and TV inspection of 4 systems, highlighted in red. The scope of work and pricing are under evaluation and are scheduled to be presented at the May Board meeting.

19595 66th Terrace Low Pressure Sewer: Last year the Board approved Statutory Way of Necessity as an option for property owners to connect to sewers when they are hemmed in from utility access by other properties or private roads. Our first project utilizing this option has begun with a proposed low pressure sewer service to 19595 66th Terrace. As we work through the first steps, including communication with other surrounding properties, we have identified two more potential properties that are interested in connection. As we work through this new process, we will



continue to update the Board on it efficacy and reaction from property owners.

CONSTRUCTION

Construction is still working diligently to organize, plan and schedule the backlog of work within the department. The procedures required to evaluate and plan the work are taking longer than expected, but the effort will pay off in the long run. These procedures, once learned and implemented, will streamline the continuous flow of work coming through construction and ensure the work is performed to District Standard's and in compliance with regulatory authorities.

COLLECTIONS AND REUSE

Preventative maintenance of air release valves (ARVs), as discussed last month, were a contributing factor to the increase in unauthorized discharges. As of the end of March we have completed evaluation of 18% of ARV's in our system and are scheduled to complete evaluation of the remainder of ARVs by the end of October.

UNAUTHORIZED DISCHARGES (fka SANITARY SEWER OVERFLOWS)

There were 3 unauthorized discharges in the collection/transmission/ distribution system in January.

A 20 gallon unauthorized discharge of sewage occurred on April Lane when a contractor clearing a vacant lot damaged the neighboring property's low pressure

service box. LRD crews isolated the leak and made repairs. The discharged was absorbed into the soil and the area was disinfected with lime.

A 20 gallon unauthorized discharge of sewage occurred from an air release valve on US 1 north of County Line Road due to corrosion. The unauthorized discharge was stopped by isolating the system and replacing the corroded components. The discharge was absorbed into the soil and the area disinfected with lime.

A 0.01 gallon unauthorized discharge of sewage occurred from an air release valve on Alternate AlA north of Toney Penna due to a leaking valve seat. The unauthorized discharge was stopped by isolating the valve until repairs can be made. The discharge was absorbed into the soil and the area disinfected with lime.



LOXAHATCHEE RIVER DISTRICT Celebrating 50 Years, 1971-2021

Albrey Arrington, Ph.D., Executive Director

Bud Howard, Director of Information Services

Information Services Monthly Governing Board

D. Albrey Arrington, Ph.D.

TO:

FROM:

DATE:

Project

SUBJECT:

EXECUTIVE DIRECTOR

MEMORANDUM

DEP Innovative Technologies Water Quality Improvement

In support of the forthcoming grant funded Nano Bubble

Ozone Technology (NBOT) water quality improvement

with our contract lab for the roughly 2,900 water and sediment results we will collect and analyze during this study. We had hoped to have the DEP contracts ready for

Board consideration this month but there have been

to have these contracts for Board review next month.

project in Jones Creek, staff have been busy working on variety of tasks. These include working on the Quality Assurance Project Plan, the Field Standard Operating

Procedure Manual, and making preparations in-house and

continued delays with DEP's contracting process. We hope

April 8, 2021

WildPine Ecological Laboratory

Update for March 2021

Gordon M. Boggie

CHAIRMAN

Stephen B. Rockoff

BOARD MEMBER

Dr. Matt H. Rostock

BOARD MEMBER

James D. Snyder

BOARD MEMBER

Jones Creek Fecal Indicator Bacteria Study
Over the past two years we have been work

Over the past two years we have been working with DEP's water quality experts and their laboratory on a collaborative study to conduct microbial source tracking to improve our understanding of the water quality issues in Jones Creek. One of the most noteworthy findings from the study is the presence of low concentrations of human waste. While it is unlikely this waste stream is the primary driver of poor water quality in the creek, it is a contributor and needs to be addressed. The full report is available HERE.

2500 Jupiter Park Drive Jupiter, Florida 33458

TEL: (561) 747-5700 FAX: (561) 747-9929

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70

Riverkeeper Project

In March, lab staff and our partners collected water quality samples from 16 monitoring stations throughout the watershed. The overall water quality score for February 2021 was good at 89% of all samples meeting the EPA/DEP water quality criteria. This was slightly better than last month, and similar to last year's (March 2020) 87% (score card on next page). We collected a total of 74 bacteria samples in support of several projects, including the weekly bacteria monitoring program and our partnership project with Town of Jupiter working in Jones and Sims Creeks.

Both Nitrogen and Phosphorus scores were excellent in March at 89% and 100% respectively, and nearly identical to historical results. Chlorophyll scored yellow/fair (at 63%) against the stringent criteria. For the combined fecal indicator bacteria (fecal coliforms in all waters, enterococci in marine and brackish waters and E. coli in fresh waters), March scores were good with 91% of samples meeting DEP's Surface Water Quality Standards and were similar to historical values.



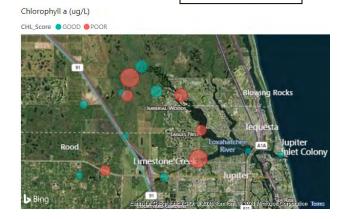
TN: Total Nitrogen, TP: Total Phosphorus, CLA: Chlorophyll a, BAC: Enterococci and E. coli bacteria

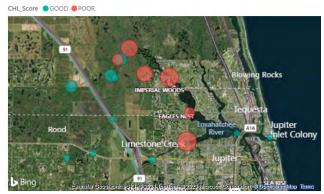
Year •	Month ▼	# Samples	Overall Score	# TN Samples	Total Nitrogen Percent Good	# TP Samples	Total Phosphorus Percent Good	# CLA Samples	Chlorophyll Percent Good	# BAC Samples	Bacteria Percent Good
2021	March	122	8999	16	100%	16	100%	16	63%	74	919
2021	February	133	84%	23	91%	23	96%	23	65%	64	349
2021	January	147	84%	27	93%	27	85%	27	78%	66	839
2020	December	128	87%	17	100%	17	100%	17	100%	77	789
2020	November	157	80%	27	93%	27	78%	27	96%	76	70%
2020	October	149	66%	28	89%	28	4696	28	46%	65	749
2020	September	134	77%	17	100%	17	88%	17	59%	83	73%
2020	August	147	80%	27	96%	27	85%	27	70%	66	769
2020	July	152	70%	28	82%	28	57%	28	46%	68	819
2020	June	122	71%	16	88%	16	69%	16	63%	74	709
2020	May	136	72%	22	95%	22	86%	22	55%	70	669
2020	April	150	82%	25	100%	25	80%	25	48%	75	389
2020	March	109	87%	15	100%	15	100%	15	60%	64	889
Total		1786	79%	288	94%	288	80%	288	65%	922	78%

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

March 2020

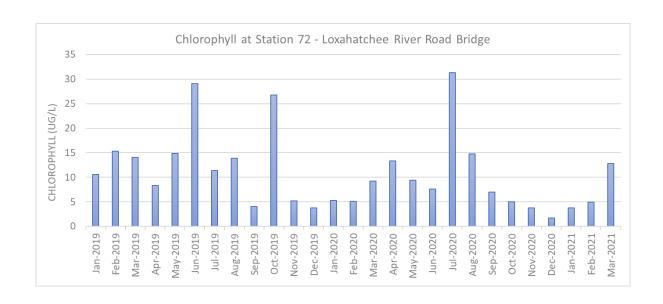
March 2021





Chlorophyll (CLA) scores are historically fair in March. In 2020, the overall CLA score was 60% (9 good out of 15) and this year was 63% (10 good out of 16), and was similar to February. The highest CLA values are common at Loxahatchee River Road Bridge (Station 72) in the Southwest Fork of the river. March 2020 had 9.2 ug/L CLA and March 2021 had 12.8 ug/L CLA at that site, which is well above the NNC of 5.5 ug/L for that region. This is the time of year that the chlorophyll levels start to ramp up with the warmer water temperatures. Historical patterns can be seen on the graph below showing generally lower chlorophyll values in November through February that gradually become higher/poorer through the spring, summer and fall.

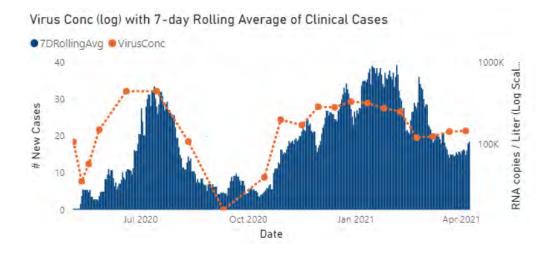
Chlorophyll a (ug/L)



Wastewater Surveillance of COVID-19

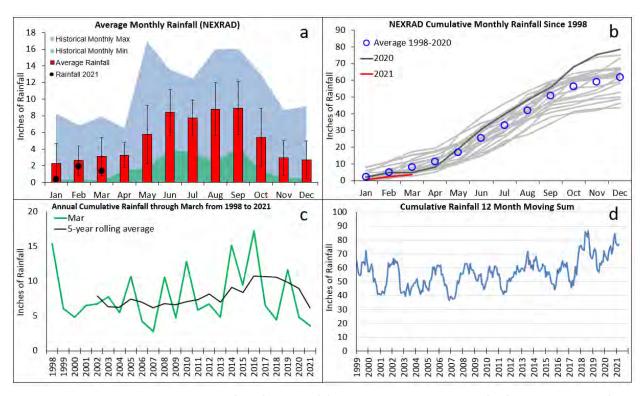
The wastewater surveillance work testing for SARS/Covid-19 in our wastewater during March showed a generally flat trend. Our March 22 sample indicated a similar virus concentration as the two previous samples and correlated very well in the pattern of clinical cases over the subsequent two weeks as shown in the 7-day rolling average of clinical cases reported for the zip codes in our area (figure lower right).

The wastewater sample from Monday, April 5 indicated a virus concentration nearly identical to our sample two weeks ago suggesting another couple of weeks of 15-20 new clinical cases per day in our area.



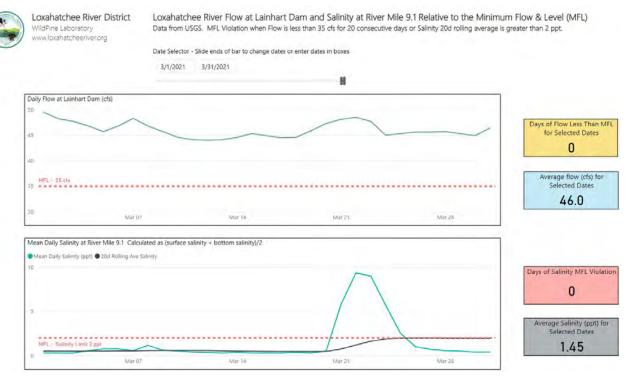
Hydrologic Monitoring

The dryer than usual trend for 2021 continued through March with only three days of measurable rainfall for a monthly total of just 1.3" of rain averaged across the watershed. That was less than half the 3.1" historical average rainfall for March (Graph 'a' in figure below) but was considerably higher that the same month last year (2020) when there was just 0.15" of rainfall. Cumulative rainfall year-to-date through March is now far below the 8.1" average at 3.6" (Graph 'b' in figure below) and also well below the cumulative total of 4.8" experienced for the same period last year. It is also noteworthy that this year is very near the lowest cumulative rainfall through March on record; second only to the 2.8" recorded in 2007 which brought drought conditions to the region (Graph 'a' & 'b' in figure below).



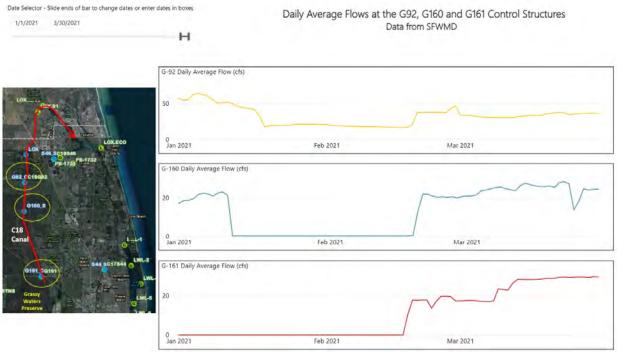
Figures above display various measures of rainfall. Panel (a) shows average monthly rainfall from 1998 to 2020 (red bars; error bars indicate ± 1 sd). Black dots indicate monthly rainfall for 2021. The blue and green shaded areas show the maximum and minimum rainfall ever recorded for each month. Panel (b) shows monthly cumulative rainfall for each year since 1998. Red line indicates cumulative rainfall during 2021; dark gray line indicates rainfall during 2020. Blue circles are monthly cumulative average rainfall measured between 1998-2020. Panel (c) shows cumulative annual rainfall using NEXRAD radar-based data. Green line indicates cumulative rainfall through March for each year since 1998, when the radar-based rainfall measurements began. Black line is the 5-year moving average across all years. Panel (d) shows cumulative 12-month moving total of monthly rainfall.

The sparse rainfall has impacted flows and salinity in the river. However, at Lainhart Dam, flow was maintained at a near constant 46 cfs within a range of 44 to 50 cfs due to the SFWMD providing supplemental flows from the south (see River Flow figure below). As the river flows in the Northwest Fork continue to be low, there was a increase in salinity measured at the River Mile 9.1 USGS water quality monitoring station. Througout much of the month, average salinity there was near 0.5 ppt. However, on March 21 the daily average salinity increased to a peak of 9.4 ppt before decreasing once more to about 0.5 ppt by month's end. This salinity rise corresponded with high seas and strong easterly winds that helped push marine water into the river. During this time, the 20d rolling average for salinity stayed slightly below the 2 ppt threshold for a Minimum Flow and Level salinty violation with a peak of 1.99 ppt.



Flow measurements for March 2021 through the Lainhart Dam (top graph) with salinity at River Mile 9.1 (bottom graph).

In support of careful monitoring of conditions and flows into the river by multiple agencies, we have added a new page to our Minimum Flow and Level monitoring tools that now includes flows at the G-160, G-161 and G-92 water control structures (figure below). You can access this information on page 2 (page selectors in the bottom middle) of the visualization tools at this <u>LINK</u>.



New data visualization tools to monitor supplemental flows to the Loxahatchee River.

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Volunteer Water Quality Monitoring Program



The Volunteer Water Quality grade for March was once again an "A". The conditions in March mirrored those in February. The majority of the parameters for all sites scored quite good, with the exception of Station 30 in Burt Reynolds Park, where the water clarity was "Fair" for most of the month.

Summary of results from the Volunteer Water Quality Monitoring Program.

March-21	Averaged results for the Month						Monthly Cumulative Scores					Cumul. Monthly			
Site	Temp (F)	Secchi	Salinity	pН	DO	DO%	Color	Vis	Salt	pН	DO	DO%	Color	Score	Grade
LR10V	24.0	3.7	34.9	8.1	6.8	98.2	1.0	В	Α	В	Α	Α	Α	94.4	Α
LR22V	21.4	VAB	38.5	8.0	6.6	93.6	1.0	VAB	Α	Α	Α	Α	Α	100.0	Α
LR30V	23.5	1.3	35.0	8.3	5.5	78.8	1.0	D	Α	В	Α	Α	Α	90.9	Α
LR60.1V	22.5	VAB	31.3	8.0	6.3	87.1	1.0	Α	Α	Α	Α	Α	Α	100.0	Α
Average	23.0													96.1	Α
VAB (Visible at Bottom) D0 (Dissolved Oxygen) ND (No Data)															

Collaborative Research with Lab Intern Alumni Samantha Iliff

In March, we welcomed a visit from WildPine lab intern alumni Samantha Iliff. 'Sam' is currently a Ph.D. candidate at University of Michigan. She escaped the icy conditions up north and drove down to Florida to test out sample collection methods to collect benthic (bottom) dwelling critters that live in various substrates including seagrass beds. Samantha's cleverly designed "vacuum" equipment, shown in photo right, consists of a water pump and a.



complex set of tubes with a special suction nozzle used in gold mining. A special thanks goes to the McGrogan's for providing dock access for this work and taking the photo.

Invertebrate samples were collected and sorted by size, leaving the seagrass relatively undisturbed. A high abundance (~120 individuals) and diversity (~30 species) of invertebrates were observed despite the sparse seagrass of ~10 shoots per m². From preliminary results the dominant species included:

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mud crabs (xanthidae family), pistol shrimp (*Alpheus* sp.), paddle crabs (brachyura family), and loads of shellfish (*Lucinidae* and *Tellinidae* families and *Mercenaria mercenaria*) and snails (*Phrotis vibex*, *Cerithium atratum*, *Haminoea succinea*, and *Bulla occidentalis*). Back in Michigan Sam will quantify invertebrate biomass and production, but these initial observations suggest a healthy food source important to supporting fisheries and other organisms.

In addition to the work in the Loxahatchee, Sam and LRD's Senior Scientist, Dr. Rachel Harris visited the Sanibel Captiva Conservation Foundation (SCCF)'s marine lab on the west coast of Florida to investigate the invertebrate populations in seagrass beds just outside of Tarpon Bay. Dr. Eric Milbrandt and staff at SCCF marine lab kindly offered up the use of equipment, lab space, and a stay at the SCCF guest cottage. With help from Dr. James Douglass' Florida Golf Coast University (FGCU) graduate and undergraduate helpers, the team was able to collect a total of 48 sediment samples that Sam will process back in Michigan and use to develop her model of invertebrate production on seagrass beds.



Macroalgae and Seagrass Oxygen Production

As part of a pilot project, the Lab Staff deployed 9 simple paired light and dark "benthic chambers" (photo below left) on the seafloor in the Northwest Fork to measure primary (clear/light chambers) and secondary (dark chambers) productivity (oxygen production) over a 2-4 hour incubation period. The graph on the right shows preliminary results, with a positive efflux of oxygen from the seafloor when both algae and seagrass were present (green bar). This finding was expected because algae and seagrass are macrophytes and photosynthesize. We also measured an increase in respiration with both macroalgae and seagrass. Although not all samples have been processed yet, these measures of oxygen production support the preliminary infauna data, where macroalgae is acting as habitat, harboring a productive invertebrate population.

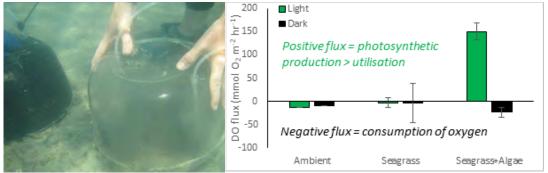


Photo of dark (left) and light (right) chambers placed on the seafloor. Graph (right) showing Dissolved oxygen (DO) fluxes measured on March 25th 2021 during a 2-4 hour incubation period. Seagrass densities ranged from 1-7 individual shoots per chamber.

Customer Service

Payment Processing

In March we closed out the first quarter billing with staff processing nearly 3,500 past due payments totaling over \$451,000. Despite the delayed billing due to staff shortages related to Covid quarantines, we ended the quarter with nearly 96% of the accounts satisfied, slightly better than the historical average.

For the quarter we saw another 2.5% increase in the numbers of digital payments via the customer's online bill pay, our website or auto-pay, versus payments by paper check or cash. This brings us to 73.5% of our customers making digital payments – far above industry averages. Interestingly, we continue to see fewer numbers of customers using their bank's online bill pay, and more customers utilizing auto-pay using a credit card through our payment services provider. We also saw an 8% increase in the numbers of payments through the District's web page, and a higher than usual 8.5% increase in the proportion of payments by credit card. 58% of the transactions made through our payment services provider (auto-pay, website and credit card payment calls) are paid by credit card, versus 42% by e-Check.

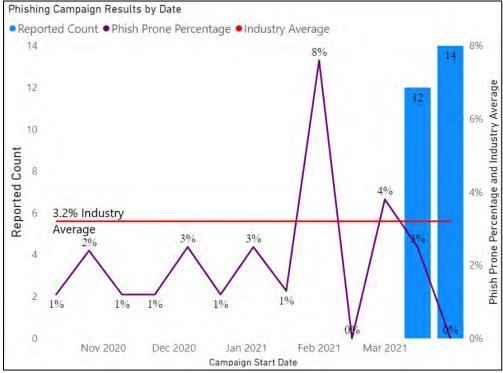
Information Technology (IT)

Anti-Phishing Improvements

In the previous board report, we reported our intent to implement additional tools and training for staff to help the District successfully counter phishing emails threats. Staff are using new tools to report fishing emails to IT staff for further investigation and monitoring (the blue bars in the figure below). In addition, our staff scored exceptionally well on the most recent phishing tests

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resulting in a 0% phish prone percentage (purple line in the figure below). Great job everyone!



Phishing Campaign and Reporting Results

Video Editing Systems for River Center

Since the pandemic started the River Center began producing video content to keep their community engaged. Although the computers they were using could technically process and render video, it was very cumbersome and inefficient because video editing is very resource intensive for a standard

computer.

Recently, Josmar, our Help Desk Technician, worked with Jocelyn to configure and purchase new video editing workstations that dramatically increased their efficiency and functionality. Now the River Center Team can produce high quality video content for the community better than ever.



Screenshot of A Day In the Life video produced by River Center Staff.



LOXAHATCHEE RIVER DISTRICT Celebrating 50 Years, 1971-2021

D. Albrey Arrington, Ph.D.

EXECUTIVE DIRECTOR

MEMORANDUM

Gordon M. Boggie

CHAIRMAN

TO:

Albrey Arrington, Ph.D., Executive Director

FROM:

DATF:

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

Stephen B. Rockoff

BOARD MEMBER

April 8, 2021

SUBJECT:

Operations Department - Monthly Report for

March 2021

Dr. Matt H. RostockBOARD MEMBER

James D. Snyder BOARD MEMBER

<u>Treatment Plant Division/ Maintenance Department</u>

Overall, the month of March was productive with all monthly reports prepared and submitted on time. There were no permit exceedances or safety incidents during the month. The treatment plant operated efficiently and met all treatment objectives. Plant flows during the month of March were within the same order of magnitude as the flows recorded during the month of February. The Average Daily Flow (ADF) during March was 7.44 million gallons per day (MGD) vs. 7.36 MGD in February. The Maximum Daily Flow (MDF) during March was 7.87 MGD vs. 7.84 MGD in February. The Peak Hour Flow (PHF) during March was 7,819 gallons per minute (gpm) vs. 8,250 gpm in February. The total rainfall during the month of March was 1.31 inches which was a slight increase when compared to the month of February when we received a total rainfall of 0.71 inches.

The plant did not experience any unauthorized discharges during the month of March.

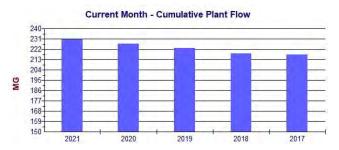
2500 Jupiter Park Drive Jupiter, Florida 33458

TEL: (561) 747-5700 FAX: (561) 747-9929

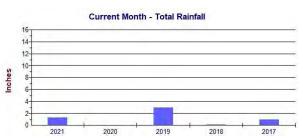
loxahatcheeriver.org

Water Reclamation - Environmental Education - River Restoration

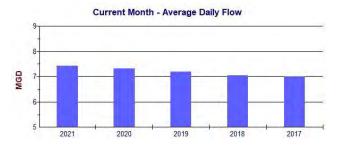
GRAPHICAL SUMMARIES OF PLANT FLOWS AND RAINFALL DATA



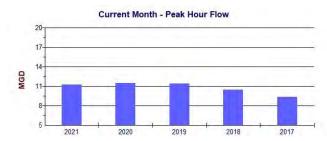
The Cumulative Influent Flow to the plant for the month of March was 230.56 million



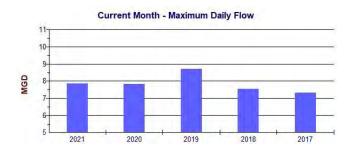
1.31 inches of total rainfall was recorded at the plant site during the month of March.



The Average Daily Flow (ADF) for the month of March was recorded at 7.44 MGD compared to 7.32 MGD one year ago, for the same month.

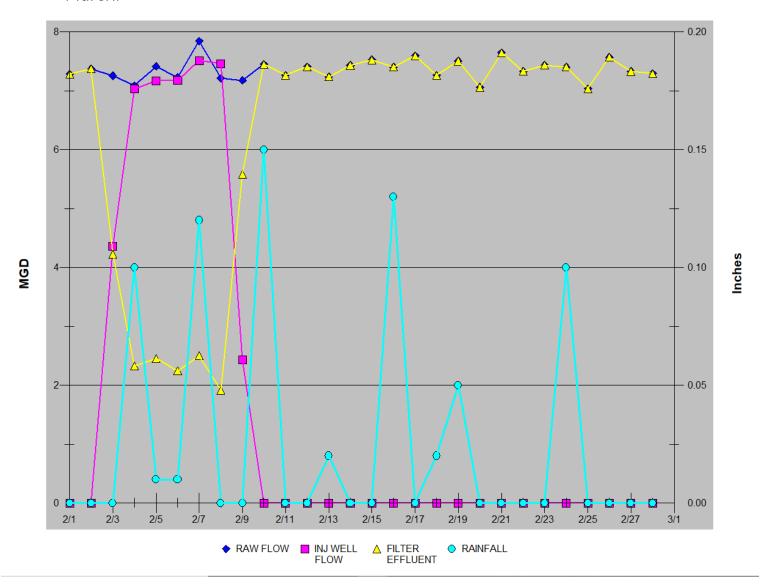


The Peak Hour Flow (PHF) for March was 7,819 GPM which equates to an equivalent daily rate of 11.26 MGD.



The Maximum Daily Flow (MDF) in March was 7.87 MGD.

For the month of March, the cumulative influent flow to the plant was 230.56 MG of which 230.47 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 1.31 inches of rainfall was recorded at the site during the month and 0.11 million gallons of blended effluent was diverted to the Deep Injection Well. Overall, 99.96% of the plant influent flows were treated and available for reuse as IQ water. The plant delivered a total of approximately 280.16 million gallons of IQ water to the reuse customers during the month of March.

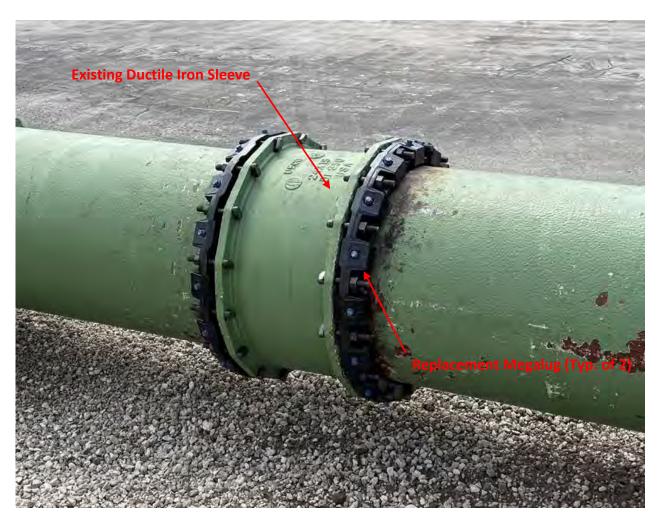


Year to date (i.e., Calendar Year 2021), approximately 91.37% of all influent flow to the plant was treated and available for reuse as IQ water. The total volume of IQ water distributed to reuse customers for the year stands at 670.89 million gallons.

All monthly reporting was submitted on time.

Treatment Plant:

During the month of March, 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 scheduled repairs to the 24-inch piping and fittings which interconnect the injection well pump station and deep injection well (DIW). Two of three repairs were required to address drip leaks which previously resulted in the occurrence of unauthorized discharges. To accomplish the necessary repairs Operations had to isolate the pump station and DIW and divert all secondary effluent to the reclaimed water treatment system. Prior to turning the system over to the Contractor, District staff applied Lock-Out/Tag-Out devices to the injection well pumps and pump discharge valves. With the DIW out of service and locked out, Operations took the opportunity to replace an existing Schedule PVC sample port with Type 316 stainless steel components. The replacement of the PVC components will increase system reliability and reduce the likelihood for an unauthorized discharge to occur.



Piping Repair to Address Drip Leak at Existing 24-inch DI Sleeve



Existing Dresser Coupling with Drip Leak



Replacement Coupling with Mega-Flange to Address Drip Leak



Replacement 24-inch Butterfly Valve



Replacement Type 316 SS Sample Port

During the month of March Operations also coordinated with a new vendor to complete the replacement of the distilled water treatment system utilized in the Operations process laboratory. The reliable supply of high quality distilled water is critical to ensuring consistent and accurate process analyses.



Operations Laboratory - Replacement DI Water System

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.

District Maintenance Department Staff are currently responsible for the day-to-day operation of the sludge dewatering system which includes two (2) 2-meter belt filter press units. During a recent shut down of the press units, one of the facility operators, Mr. Vir Manera, noticed that one of the gears on the main drive motor appeared to be wearing unevenly. Upon further investigation, Vir determined that the drive bearing had begun to fail which was causing misalignment and uneven wearing of the drive gear. Staff completed a detailed accounting of the parts required to make the repairs in-house. After compiling a list of replacement parts required, the Maintenance Team was able to source all parts from the District's Warehouse. The ability to quickly assess and obtain the required replacement parts allowed the Maintenance Team to schedule and complete the necessary repairs during a regular shift which eliminated any unplanned down time. Repairs like these, while often time consuming, provide good opportunities for more experienced staff to provide invaluable training to new staff. For this repair, Mr. Vir Manera guided one of our new Maintenance Technician's, Mr. Brian Davis, on the means, methods and processes to properly complete the repair.



Maintenance Team Making Repairs to Belt Filter Press Unit Drive

The Maintenance Team is always looking for ways to improve site safety. During a recent daily walk through, Staff identified a potential safety issue with the Injection Well Pump drive coupling guards which needed to be addressed. The existing guards had begun to rust and the catches used to hold the guards in place were failing. The Maintenance Team quickly fabricated a replacement guard and catches.





<u>Injection Well Pump Drive Coupling – Safety Guard</u>
<u>Replacement</u>

During the last month, the Maintenance Team coordinated with a specialty contractor to address an ongoing issue at Filter Pump Station No. 2. The issue relates to out-of-level base plates beneath the discharge heads of the vertical turbine pumping units. To correct this issue shim plates were previously installed beneath the discharge head to level out the pumping units. Unfortunately, this condition resulted in an air gap (i.e. potential leak point) between the pump base plate and discharge head which has resulted in at least one unauthorized discharge as well as required operational limitations. To correct this issue, the Maintenance Team contracted with Atlas Machine and Supply, Inc. (Atlas) to field machine each of the three (3) base plates to level. The next step will require the Maintenance Team to fabricate three pump specific, full circumference, spacer plates to ensure that the discharge of the pump discharge head is aligned with the centerline of the existing, unaltered pump discharge piping. As the pumps are reinstalled, all joints will be properly gasketed and all bolts properly torqued to ensure a watertight system.



Atlas Field Machine Equipment Setup



Final Field Machined Level Pump Base Plate

Loxahatchee River Environmental Center April 2021



River Center Summary Statistics

LRD'S ENVIRONMENTAL STEWARDSHIP DASHBOARD

O TOWN TO THE RIVE	RONMENTAL COMPARING	Environment al Envi Stewardship Impact [%ES Impact = (Total Visitors x ES Index)Monthly Target]		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
Blu	e Level	≥ 110%	≥8	≥ 110%	≥ 95%						
Gree	en Level	≥ 90%	≥7	≥ 90%	≥ 75%	≥ 90%	≥ 90%	≥4	≥7	≥ 85% but ≤ 105%	≥ 90%
Y	ellow	≥ 75%	≥5	≥ 75%	≥ 50%	≥ 75%	≥ 75%	≥3	≥5	≥ 80%	≥ 75%
	Red	<75% <5 <75% <5		<50%	<75%	<75%	<3	< 5	< 80% or > 105%	<75%	
2018	Baseline	130%	7.3	84%	84%	99%	124%	4.8	7.3	90%	165%
2019	Baseline	134%	7.3	76%	96%	107%	176%	4.7	7.8	96%	100%
2020 Baseline		60%	7.6	28%	47%	56%	65%	4.6	7.8	83%	87%
2020	Mar	60%	7.7	16%	72%	34%	27%	5.0		86%	135%
	Apr	0%	0.0	0%	14%	48%	0%	0.0		83%	112%
	May	0%	0.0	0%	0%	34%	0%	0.0		85%	67%
	June	0%	0.0	0%	0%	16%	0%	0.0		87%	25%
	July	0%	0.0	0%	0%	12%	0%	0.0		92%	23%
	Aug	0%	0.0	0%	0%	20%	0%	0.0		87%	19%
	Sept	38%	7.9	8%	36%	27%	0%	4.1	8.4	74%	19%
	Oct	30%	8.0	18%	25%	82%	13%	4.8	7.9	62%	76%
	Nov	77%	6.5	48%	47%	67%	60%	4.7	6.9	71%	104%
	Dec	95%	8.1	44%	51%	84%	105%	4.7	7.9	74%	81%
2021	Jan	106%	8.1	55%	77%	80%	92%	4.6	7.9	88%	92%
	Feb	136%	8.1	66%	88%	67%	89%	4.6	7.5	74%	101%
	Mar	269%	8.3	94%	82%	68%	275%	4.6	7.9	78%	85%
	secutive s at Green	3	7	1	4	0	1	6	7	0	0
Metric Owner		O'Neill	O'Neill	O'Neill	Harris / Duggan	O'Neill	O'Neill	O'Neill	O'Neill	O'Neill	O'Neill

Metric	Explanation
Volunteers	There are still limited number of spots available for volunteers and not all volunteers are ready
	to return to the River Center yet. We do consistently have animal care volunteers and we now
	have a couple of visitor services volunteers that are back.
Expenses	We did not incur as many expenses this month. It is likely due to a reduced need for supplies
	as well as the open Volunteer Coordinator and Intern positions.
Revenue	We also did not have many revenue driven programs this month.

River Center General

Special Programs

Blooming in the Garden – Rabbits [Saturday, March 6th]

This month's theme for our early learner program was "rabbits" and included a fun story about collecting special things and special moments in specimen jars. Our guests then headed to the garden to see what they could collect in their jars. Some items of note that they found were: Atala caterpillars, snails, and colorful flowers and berries. At the end of the program every family took home their own planter pots with various herbs and wildflower seeds from the RC Garden for their own home gardens. It was a beautiful day to be outside and we can't wait until our next one.



Story Time [Thursdays, March 4th and March 18th]

In March the River Center hosted two Story Times for earlier learners out by the fire pit. Between both weeks we saw 18 adults and 22 children. We read stories and got up close to Daisy, the corn snake, and one of the sea urchins from the touch tank. Families are invited afterwards to explore the River Center, the pollinator garden, or just relax in the Chiki hut. We will continue to conduct these programs every other week until the end of summer.

Nature Walk at North Jupiter Flatwoods [Tuesday, March 16th]



The River Center staff led a nature hike at North Jupiter Flatwoods Natural Area. We had 14 participants, over the course of 2 groups, trek along the path through the pine dominated flatwoods and into the cypress swamp. It was a beautiful morning filled with inspiring landscapes and good company. This 160-acre natural area is also home to several populations of rare plants including Atlantic St. John's-wort, trumpet creeper, and yellow jessamine. This site is designated as part of Florida's Greenways and Trails System - it is located within a system of linked conservation lands creating a wildlife corridor adjacent to the Loxahatchee River, including a crossing structure installed under Island Way to provide safe passage for animals under the road.

LRD Connections: <u>Solid Waste:</u> Human impacts on the environment- We discussed the removal of solid waste(garbage) from the paths and waterways of the natural area.

Nature Walk at Jupiter Inlet Lighthouse Outstanding Natural Area [Friday, March 19th]

The River Center conducted a nature hike at JILONA during spring break. Visitors hiked with one River Center staff member along the trails learning a brief history of the land and identification of the organisms found. Along the hike visitors saw various native plants such as Love-Vine, Strangler Fig, Gumbo-Limbo, Sand-Pine, Shiny Leaf Wild Coffee, and Spanish Stopper along with other organisms such as mushrooms and lichens. Visitors saw wildlife including osprey and their nest, kestrel hawk, various butterflies, black racer snake, caterpillars, and raccoon tracks/scat. The connection was made between the shoreline erosion, witnessed around JILONA, and the living-shorelines/oyster reef restoration projects conducted by the Loxahatchee River Environmental Control District to protect Jupiter's shorelines. A further connection to the Loxahatchee River Environmental Control District was made discussing the efforts of recycling wastewater and conducting water quality monitoring on the Loxahatchee River to protect the water, the inhabitants of the waterway and those who live around it.

LRD Connections:

- <u>Stormwater:</u> We explored the topic of natural erosion from stormwater versus erosion caused by humans.
- <u>Wastewater:</u> Recycling wastewater to improve water quality in the Loxahatchee River. LRD's WildPine Lab continually monitors the water quality near JILONA.

Kayak Tour - Fullerton Island and Sawfish Bay [Wednesday, March 17th]

The River Center hosted not one but two kayak tours over to Fullerton Island in celebration of Spring Break! With two tours at two different times, this allowed more guests to participate in our highly coveted kayak experiences. Guests were able to see numerous examples of local flora and fauna including brown pelicans, herons, nesting osprey, and even sea turtles! It was a beautiful day for paddling, and we look forward to our next experience on the water.



LRD Connections: <u>Solid Waste:</u> Human impacts on the environment- We discussed the removal of solid waste (garbage) from the waterway.

Science with Sam [March 10 & 31]

In March, Science with Sam taught two classes, one about ocean pollution and the other about carnivores. Students in the ocean pollution class learned what is biodegradable/what is not biodegradable, ways that pollution can enter an ecosystem, how ocean currents move floating pollution around, what a gyre is and how it is formed, how pollution affects wildlife, what micro plastics are, and how humans can help reduce pollution by using the 5 R's (reduce, reuse, recycle, re-think, and re-teach). Students learned that the more proactive humans are about reducing waste, managing storm water, and treating/recycling wastewater the less pollution is able to enter our ecosystems. The second class was about carnivores and was taught on site at JILONA through the River Center's partnership with BLM. Students were able to discover wildlife tracks and scat while hiking, along with playing learning games about carnivores. Overall, students learned what a carnivore is, what an apex predator is, why carnivores are important to ecosystems, special carnivore adaptations, carnivore tracks/scat and how to determine what an animal eats by looking at its teeth or its scat. The connection was made between animals that poop outside and humans who use toilets; where does our waste go when we flush it down? Students learned about the wastewater treatment facility and how LRD recycles and reuses wastewater to limit natural water usage for irrigation and keep our surrounding watershed free of waste!

LRD Connections:

Ocean Pollution:

- Solid Waste Students learned how ocean currents move floating garbage around the globe and its effect on wildlife.
- Stormwater managing stormwater to reduce the amonout of garbage that enters the waterways from run-off as well as other pollutants.
- Wastewater wastewater treatment keeps pollutants and harmful bacteria from entering our waterways.

Carnivores:

• Wastewater – human bodies create waste like animals do. We use toilets and that water is sent for treatment before being reused for irrigation water.

Homeschool Workshops Reptiles of the Loxahatchee [Tuesday, March 23rd]

The River Center hosted a Homeschool Workshop for students ages 7-10. We had thirteen students learn about Reptiles of the Loxahatchee. Reptiles are considered eco-enrichers and play a significant role in the Loxahatchee River ecosystem. Reptiles such as alligators, freshwater turtles, and snakes have unique adaptations that allow them to thrive in our swamps and marshes. Students got up close with some of the resident reptiles, learned about their distinctive characteristics, and discovered what makes them unique.

LRD Connections

- Water supply The overall water conditions determine whether reptiles, and their food, can survive in a habitat.
 Salinity, temperature and water clarity effect what plants and
 - animals can live in a habitat; if the habitat cannot support the reptile's food, then they cannot live there either. The Loxahatchee River District helps by recycling wastewater and supporting stormwater management, along with conducting water quality monitoring research to further assist decision makers about the health of the Loxahatchee River and surrounding watershed.
- <u>Stormwater</u> As stormwater enters the river system it brings other potentially harmful contaminates to the habitat. Stormwater can contain chemical pollutants, solid waste pollution, bacteria, and large amounts of freshwater which will disrupt the balance of water quality. Stormwater in the form of runoff will also erode riverbanks that aquatic reptiles use to climb in and out of the river. The Loxahatchee River District works with partner agencies and companies to limit these risks.

Oyster Reef Ecology Lab [Friday, March 26th]



The River Center hosted a Homeschool Workshop for students ages 11-13. We had four students participate in an Oyster Reef Ecology Lab. We took a habitat assessment using samples taken directly from the Loxahatchee River to determine the abundance and biodiversity of the estuary. We found 138 different organisms and 13 different species within the six bags that were studied. Using our sample, student determined based on findings if they would conclude if this habitat was a healthy one. Students got a firsthand look at the primary consumers of the food web on an oyster reef in relation to fish nursery food supplies.

LRD Connections

- <u>Stormwater</u> As stormwater enters the river system it brings other potentially harmful contaminates to the oyster's habitat. Stormwater can contain chemical pollutants, solid pollution, bacteria and large amounts of freshwater which will disrupt the balance of water quality that oysters depend on. Stormwater in the form of runoff will also erode shorelines and may cover oyster beds. By responsibly managing stormwater we can limit these risks to the oysters.
- <u>Wastewater</u> Oysters, being sensitive to their environment, need clean healthy water to survive.
 Wastewater that enters the River can be directly ingested by the filter feeding oysters causing them to become ill and potentially expire. As the LRD treats and recycles more wastewater from



- the Town of Jupiter and surrounding areas, they can limit the amount of potential septic overflows into the Loxahatchee River.
- <u>Water supply</u> The overall water supply of the river directly affects the oyster's development. The water supply needs to be in the 'goldilocks zone', not too much freshwater or too much saltwater. The salinity of the river is affected by not only stormwater but also human water usage from the river and aquifer systems. Not enough freshwater entering the river or in the aquifers will lead to higher salt content in the river, which can be harmful to the oysters. By recycling wastewater, the LRD limits the amount of water being pulled from the river and aquifers for human usage.

Girl Scouts: Make the World a Better Place [Saturday, March 27th]

Twenty-seven Daisy and Brownie Girl Scouts earned their Household Elf Badge and Daisy Rosie Petal. They

learned how to save energy and water by being a light saver and balancing the water budget. They learned to use resources wisely by the 5 R's: Reduce, Reuse, Recycle, Rethink, and Respect and how plants keep the air clean. The girls went "Green" by creating natural household cleaners and created our "Bag Lady" designing her outfit entirely out of plastic bags. Finally, the girls all came together to express what they are now inspired to do to "Make the World a Better Place." The River Center would like to thank all our volunteers and supporters from Society of Women Engineers.



LRD Connections

- <u>Solid Waste</u> In the "5R's" rotation, girls discussed the importance of reducing single use
 materials, reusing, and rethinking. Girls learned how to recycle properly through the recycle relay
 game and designing our bag lady made out of plastic grocery bags. Girls also learned they can
 "use resources wisely" and save money by reducing and reusing.
- Water supply In the "Clean Water" rotation, girls understand the water cycle on a global scale
 by the "Drop in a Bucket" demonstration. They also participated in the LRD Water Board discussing
 where our drinking water comes from, how we use it in our homes, and where it goes once it is
 "dirty" water down the drain.
- <u>Wastewater</u> They learned how LRD "recycles" water for our community and how we can reuse
 that now clean water to keep the grass green and not have to use the "good" water that we need
 to drink. We also talked about how we can conserve water by the choices we make as individuals,
 as a family, and as a community.

Upcoming River Center Events

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

April 16, 10:00 a.m. – 12 p.m.: Kayak Loxahatchee Slough: To be determined – dependent on water levels.

April 17: 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.
- April 22, 5:30 pm 7:30 pm: Sunset Nature Hike Pine Glades Natural Area: Come explore with us! Lace up your hiking boots and join the River Center on Thursday, April 22nd for our sunset nature walk through Pine Glades Natural Area. Walk along the guided paths and immerse yourself in this local natural area. We will explore a paved path inside this natural area with uneven terrain. Interested participants should wear closed toed shoes, long pants (recommended), a walking stick, comfortable clothing and bring plenty of water. Bug spray and a flashlight are highly recommended. Please RSVP to attend. Space is limited.
- **April 28, 4 5 p.m.: Science with Sam:** Select Wednesdays 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 hands-on opportunities with wildlife. Each week has a different theme! There is no cost for this program but please RSVP to attend.
- April 30, 10:30 a.m. 12 p.m.: Homeschool Natural Dilemma (What Would You Do?): This activity is designed to give students (ages 11-15) the opportunity to examine their own values and beliefs relating to wildlife and consider their personal code of ethics. They will listen to others and respect the rights of others to maintain different values and evaluate possible actions they might take that have an effect on wildlife and the environment. The major purpose of this workshop is to provide students with an opportunity to reach their own conclusions about what they think are the most responsible and appropriate actions to take in situations that affect wildlife and the environment.
- May 1, 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 hands-on activity. When it is time to go home, children will receive seeds 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 comfortably 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!
- May 8, 9 am 12 pm: Fish with Mom!: This first-time opportunity for kids to fish with mom right before Mother's Day is a great way to get into the spirit of summer! Fishing clinics are a great way for kids to learn the basics of fishing methods and tactics! Make sure to join us for an engaging overview that includes knot tying, fish identification, and of course fishing! The cost is \$10 per child. Interested participants should bring water, sunscreen, a hat, and sunglasses.
- May 13, 10:00 a.m. 12 p.m.: Kayak Wild and Scenic River: Join the River Center for our Paddle with a Partner Public Kayak Tour! Paddle down the beautiful Wild and Scenic Loxahatchee River. Jump on this naturalist led tour for great views of local flora and fauna just in time for the anniversary of the Loxahatchee River's Wild and Scenic status. Launching from Lainhart Dam. 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.
- May 14, 10:30 a.m. 12 p.m.: Homeschool What's That Habitat?: All animals: humans, pets, domesticated animals, and wildlife have similar basic needs. Students will identify their own basic needs for food, water, shelter, and space in the proper arrangement. Together these resources

make up an animal's habitat. The main component of this activity is for students to differentiate between the essential requirements for survival verses nonessential resources that make our lives easier or more enjoyable. Students will sort out the essential components for survival.

May 18, 10:30 a.m. – 12 p.m.: Homeschool – Squid Dissection Lab: Squids are numerous in the sea, with more than 300 species in the world today, and serve as food for many animals including the sperm whale, bony fishes, and human beings. Using proper dissection tools and techniques, students will perform a scientific dissection of a squid. Students will learn the classification of squid, their anatomy, unique characteristics, and adaptations.



LOXAHATCHEE RIVER DISTRICT Celebrating 50 Years, 1971-2021

MEMORANDUM

D. Albrey Arrington, Ph.D.

EXECUTIVE DIRECTOR

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

Travis Bains, CSHO, ENS, Safety Compliance Officer

Date: April 8, 2021

Subject: District Safety Report for April 2021

Stephen B. Rockoff

CHAIRMAN

Safety Metrics: April 2021

OSHA recordable injuries: None

Lost time injuries: None

Actual TRIR: 2.7

TRIR = Total Recordable Incident

Rate [Goal <4.4]

Safety is a Core Value at LRD 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.

Gordon M. Boggie BOARD MEMBER

Dr. Matt H. Rostock BOARD MEMBER

Goal Zero For 2021

Harvey M. Silverman

BOARD MEMBER

The month of March proved very productive for the District. We had another month of no injuries or recordables, our seventh straight month; and we had a record number of Job Hazard Analyses (JHA) completed: 351... WOW! This is Awesome! The record number of JHA's directly reflects our intentional effort to work safely and contributes to our low Total Recordable Incident Rate and our number of months with out injury. I am thankful for each of you that completed a JHA this month.

James D. Snyder BOARD MEMBER

Collections had a huge number of JHA's, 308. Thanks again to the Collections Department, Jim Novak, and Adrian Sanchez. Goal Zero for the year 2021 is in our sights and can be achieved when we as a team take time to identify, assess, and mitigate hazards in our workspaces.

Staff are busy implementing Board-approved revisions to the Employee Safety Manual. I look forward to our next Safety Committee meeting that is scheduled for May 2021. I hope the entire District team will make time to carefully review not only the updated Employee Safety Manual but also the many supplemental materials provided on the District's Intranet page labeled "Employee Safety Manual Programs". I welcome your input and feedback as we work to improve this information.

Finally, all District staff will be expected to sign an Employee Acknowledgement form indicating you have received the updated Employee Safety Manual and are aware of its contents as they relate to your position. Please sign and returned this form to me by Friday, April 16,2021.

2500 Jupiter Park Drive Jupiter, Florida 33458

Training

TEL: (561) 747-5700

FAX: (561) 747-9929

loxahatcheeriver.org

This month we invested significant effort in the awareness of safety hazards, understanding the purpose of a Job Hazard Analysis, and the benefits for effectively completing a JHA.

Water Reclamation - Environmental Education - River Restoration

Other Districts employees were engaged in wastewater collection training, wastewater operator, and commercial driving license (CDL) training. Blood-Borne Pathogens is the assigned training for April.

During March the District Safety Officer worked with crews to conduct targeted hazard analyses for the following projects:

Confined Space (Engineering/Collections)

Primary hazards: *leading edge safety* (*laying tools and equipment on edges*), confined space, ventilation (air changes per hour), hazardous communication, gas monitoring (bump testing and calibration date checks), inspection of emergency retrieval system (davit arm and personal harness).

Job Hazard Analysis: Permitted Confined Space, Atmospheric Hazards, Depth of well safety (ladder safety).

Job site safety assessment conducted.

Pulling pumps for maintenance (Collections)

Primary hazards: stored electrical hazards, falls (leading edge/working over open pit), cuts/scraps (proper gloves), crane set up soil stability (crane pad mats), maintenance of traffic, public (onlookers and pedestrian pathways), strains (back strain and proper lifting).

Job Hazard Analysis: toolbox talk and Lock out/Tag out

Job site safety assessment conducted.

Installing Low Pressure Assembly (Construction)

Primary hazards: maintenance of traffic, underground utilities (811 Sunshine), power tool inspections, pressure on pipe, raw sewage, excavation/trenching and shoring when pit depths are greater than 4-feet, valve leak-by.

Job Hazard Analysis: toolbox talk.

Job site safety assessment conducted.

There were two near misses in March.

Operators were tasked with changing out chlorine cylinders in our chlorine building. Prior to lifting a cylinder using a remotely operated overhead hoist (aka overhead crane), it was noticed that a pin that keeps the lifting device connected to the hook on the overhead hoist was missing. The pin had worked its way loose and almost out of the keeper. Great Job to those that took the time to assess the potential hazards, detect a serious issue, and correct it prior to something happening. Excellent work!

Collections was tasked with a confined space entry into a wet-well. The entry requires continuous monitoring of atmospheric conditions. The long hose connected to the monitor became entangled with the employee in wet-well causing the monitor to fall in. The employee was evacuated from the space, a new monitor installed and the now broken monitor retrieved and sent off for repair. While the size, weight, and material of the monitor made it unlikely that this mishap would result in an injury, OSHA records indicate "stuck by falling object" to be a sizeable category of recordable workplace injuries. By documenting this near miss, we improve our ability to help our team members understand the potential dangers of being struck by a falling object and our opportunities to avoid these instances (e.g., protect the leading edge of a manhole or wet well)

Both Near Misses were reported, investigated, and documented for future reference.

<u>Safety Quote of the month</u>: Insanity is doing the same thing over and over and expecting different results.



LOXAHATCHEE RIVER DISTRICT Celebrating 50 Years, 1971-2021

D. Albrey Arrington, Ph.D.

EXECUTIVE DIRECTOR

MEMORANDUM

Gordon M. Boggie

CHAIRMAN

TO:

Governing Board

FROM:

Administration Staff

Stephen B. Rockoff
BOARD MEMBER

DATE:

SUBJECT:

April 8, 2021

Dr. Matt H. Rostock

BOARD MEMBER

Consultant Payments

James D. Snyder
BOARD MEMBER

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

	Prior Month	Fiscal YTD
Shenkman, PA	\$11,950.00	\$68,159.40
Baxter & Woodman	\$14,218.35	\$55,796.42
Carollo	\$20,765.20	\$50,638.00
Holtz	\$17,406.05	\$94,547.36

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.

2500 Jupiter Park Drive Jupiter, Florida 33458

J:\BOARD\CONSULT2021_CURRENT.DOCX

TEL: (561) 747-5700 FAX: (561) 747-9929



Future Business

Neighborhood Sewering:

- Preliminary Assessment Country Club Drive
- Preliminary Assessment Thelma Avenue

Other:

- Sludge Dewatering-Odor Control Engineering Contract
- Injection Well Pump Station Emergency Generator Connection Engineering Award
- DEP Grant Approval -Nano Bubble Ozone Technology (NBOT) Project
- Green Water Solutions Contract Approval for NBOT Project
- ➤ Lift Station 18, 41, 50, and 54 Line Cleaning/TV Inspection
- Vehicle Purchase

