



LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

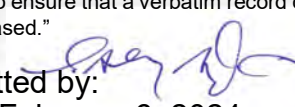
D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

**REVISED AGENDA
REGULAR MEETING #02-2024
FEBRUARY 15, 2024 – 7:00 PM AT DISTRICT OFFICES**
ALSO, THE MEETING WILL BE AVAILABLE TO THE PUBLIC ONLINE AT:
LOXAHATCHEERIVER.ORG/PUBLICMEETING

1. Call to Order & Pledge of Allegiance
2. Administrative Matters
 - A. Roll Call
 - B. Previous Meeting Minutes [Page 3](#)
 - C. Additions and Deletions to the Agenda
3. Comments from the Public
4. Status Updates
 - A. Loxahatchee River Watershed [Page 9](#)
 - B. Loxahatchee River District Dashboard [Page 10](#)
5. Consent Agenda (see next page) [Page 11](#)
6. Regular Agenda
 - A. Consent Agenda Items Pulled for Discussion
 - B. Busch Wildlife Sanctuary License Agreement – release of escrow funds [Page 52](#)
 - C. Personnel Policies and Procedures (Sections 1.2 Equal Employment Opportunity Policy Statement; 1.4 Non-Discrimination and Anti-Harassment Policy; 4.7.I. Military Leave; and 4.8. Workers Compensation) [Page 56](#)
 - D. LRD Rule Chapter 31-10 Schedule of Rates, Fees, and Charges (Rate Study) [Page 67](#)
7. Reports (see next page) Pulled for Discussion
8. Future Business [Page 163](#)
9. Board Comments
10. Adjournment

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

Submitted by: 
Date: February 6, 2024

Stephen B. Rockoff
CHAIRMAN

Kevin L. Baker
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

Clinton R. Yerkes
BOARD MEMBER

5. CONSENT AGENDA

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

- A. ITB 24-003-00133 Lift Station General Construction Services - recommendation of award [Page 12](#)
- B. RFQ 24-002-00132:CCNA-Professional Services by Professional Engineers, Architects, Landscape Architects, and Planning Firms - recommendation of award [Page 20](#)
- C. ITB 22-005-00115/General Electrician Services – contract extension [Page 28](#)
- D. E-Verify Policy – to approve updates [Page 29](#)
- E. Easement Abandonment – Water Pointe – to approve easement [Page 32](#)
- F. Fixed Asset Disposal – to approve disposal [Page 42](#)
- G. Change Order to Current Contract – Lift Station 050 Emergency Generator and ATS: Revised Site Plan [Page 43](#)

7. REPORTS

- A. Neighborhood Sewering [Page 99](#)
- B. Legal Counsel's Report [Page 101](#)
- C. Engineer's Report [Page 103](#)
- D. Busch Wildlife Sanctuary [Page 111](#)
- E. Director's Report [Page 112](#)



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D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

TO: Governing Board
FROM: D. Albrey Arrington, Ph.D., Executive Director
DATE: February 09, 2024
SUBJECT: Approval of Meeting Minutes

Attached herewith are the minutes for the Regular Meeting of January 18, 2024. As such, the following motion is presented for your consideration:

“THAT THE GOVERNING BOARD approve the minutes of the Regular Meeting of January 18, 2024 as submitted.”

Stephen B. Rockoff
CHAIRMAN

Kevin L. Baker
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

Clinton R. Yerkes
BOARD MEMBER

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
REGULAR MEETING - MINUTES
JANUARY 18, 2024

1. CALL TO ORDER

Chairman Rostock called the Regular Meeting of January 18, 2024 to order at 7:00 PM.

2. ADMINISTRATIVE MATTERS

A. ROLL CALL

The following Board Members were in attendance:

Dr. Rostock
Mr. Boggie
Mr. Rockoff
Mr. Yerkes
Mr. Baker

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

Consultants in attendance were Mr. Curtis Shenkman and Mr. Hunter Shenkman.

B. PREVIOUS MEETING MINUTES

The minutes of the Regular Meeting of December 14, 2023 were presented for approval and the following motion was made:

“THAT THE GOVERNING BOARD approve the minutes of the Regular Meeting of December 14, 2023 as amended.”

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

C. ELECTION OF OFFICERS

"THAT THE GOVERNING BOARD elect: to Mr. Rockoff serve as Chairman, Mr. Boggie to serve as Vice Chairman, Mr. Yerkes to serve as Treasurer, Mr. Baker to serve as Secretary and Dr. Rostock to serve as Assistant Secretary/Treasurer of the Governing Board of the Loxahatchee River Environmental Control District."

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

D. ADDITIONS & DELETIONS TO THE AGENDA

3. COMMENTS FROM THE PUBLIC

Barbara Boutros 7128 181st St N:

Requested the Governing Board consider updating correspondence provided during the assessment process to notify residents that they will not receive an invoice or a formal bill for their sewer assessment. She noted that she thought that the final assessment notice was a summary of the Governing Board discussion and that a formal invoice was coming. Ms. Boutros stated that because she did not receive an invoice for the assessment amount, she did not pay before the deadline of May 1. Ms. Boutros said that she paid the assessment off in full once she noticed the assessment on her property tax bill, however, by that time she was four months past the deadline to avoid paying accumulated interest. Ms. Boutros also requested that the Governing Board waive the \$838.16 of interest that accumulated on her sewer assessment.

4. STATUS UPDATES

A. LOXAHATCHEE WATERSHED STATUS

Mr. Howard presented a summary of the wet-season rainfall, river flows, and flood control releases to the Loxahatchee River.

B. LOXAHATCHEE RIVER DISTRICT DASHBOARD

Dr. Arrington reviewed the District Dashboard.

5. CONSENT AGENDA

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

“THAT THE GOVERNING BOARD approve the Consent Agenda of January 18, 2024 as presented.”

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

A. Authorization to Execute Reports

"THAT THE GOVERNING BOARD approve Resolution 2024-01 authorizing specific signatures for execution of all reports required under the Florida Statutes."

B. Employee Retirement Plan Trustee Designation

"THAT THE GOVERNING BOARD elects Dr. Matt Rostock to serve as Trustee for the Loxahatchee River Environmental Control District Money Purchase Plan and Trust."

C. Fleet Vehicle Purchases - Alan Jay Fleet Sales via piggy-back of Sourcewell Contract - to approve contract

"THAT THE DISTRICT GOVERNING BOARD authorize the purchase of the referenced fleet vehicles from Alan Jay Fleet Sales using the piggy-back of Sourcewell (formerly NJPA) Contract No. 2024 091521-NAF & 06 in the amount of \$437,791.00."

D. Fixed Asset Disposal – to approve disposal

Description	Model or Serial Number	Condition	Estimated Value
5 HP Barnes Pump	3102.181-0710468	Beyond Repair	\$0

"THAT THE GOVERNING BOARD authorize the Executive Director to dispose of the item listed in the schedule above in accordance with the District's Disposal of Surplus Tangible Personal Property Policy."

D. Change Orders to Current Contracts – to approve modifications

C1. Professional Engineering Services Agreement - Anaerobic Selector Zone Pilot Testing and Process Aeration System Energy Efficiency Evaluation

No Board Action Required.

C2. Professional Engineering Services Agreement - Loxahatchee River Subaqueous River Crossing – Permitting.

"THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to reauthorize the contract to Mock, Roos and Associates for Professional Engineering Services for the Loxahatchee River Subaqueous Force Main Replacement to include additional permitting services in the amount of \$6,450.00 in accordance with their proposal dated December 14, 2023."

6. REGULAR AGENDA

A. CONSENT AGENDA ITEMS PULLED FOR DISCUSSION

B. Governing Board Appointments and Liaisons

"THAT THE GOVERNING BOARD adopt the attached chart of Governing Board appointments and liaisons for the 2024 calendar year."

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

C. Personnel Policies and Procedures (Sections 1.2, 4.7, 4.8)

Dr. Arrington explained that staff were not ready to consider the draft motion provided in the Notebook regarding Sections 1.2 and 1.4; nonetheless, staff were eager to hear the individual perspectives of the Governing Board Members regarding potential revisions to Military Leave and Workers Compensation policies. The general consensus of the Board was in support of further revisions to these policies. Staff committed to continue working on these policies and to return to the Board with specific, recommended revisions that the Board could consider.

7. REPORTS

Mr. Yerkes pulled the Finance Report for discussion noting Sonoma Isles IQ Water Billing is past due eight months. Mr. Shenkman gave an update on correspondence his office has sent to Sonoma Isles Homeowners Association.

The remaining 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 Future Business. Dr. Rostock brought up discussion on potentially increasing retirement contributions.

9. COMMENTS FROM THE BOARD

No comments were received.

10. ADJOURNMENT

MOTION: Made by Mr. Baker, Seconded by Mr. Yerkes,
Passed Unanimously.

“That the regular meeting of January 19, 2024 adjourns at 8:34 PM.”

BOARD CHAIRMAN

BOARD SECRETARY

RECORDING SECRETARY




A large flock of seabirds, likely albatrosses, is captured in flight over a dense forest canopy. The birds are seen from below, showing their dark wings and white underparts. They are scattered across the frame, some in sharp focus and others slightly blurred, suggesting movement. The forest below is a thick, green canopy of trees. The sky is filled with soft, white clouds, and the overall lighting is bright and natural.



LOXAHATCHEE RIVER DISTRICT'S EXECUTIVE DASHBOARD



		Stewardship	Pre-Treatment	Collection & Transmission		Wastewater Treatment			Reclaimed Water	EHS	General Business					River Health		
		# People educated at RC	Grease Interceptor Inspections	Customer Service	Unauthorized Discharge of Sewage	Mean Daily Incoming Flow	Permit exceedance	NANO Blend to Reuse (@ 511)	Delivery of Reclaimed Water	Employee Safety	Cash Available	Revenue (excluding assessment & capital contrib.)	Operating Expenses	Capital Projects		Minimum Flow Compliance	Salinity @ NB seagrass beds	River Water Quality
Units		% of Target	% requiring pump out	# blockages with damage in home	Gallons; # impacting surface waters	million gallons/day	# occurrences	Max Specific Conductance (umhos/cm)	# days demand not met	# of OSHA recordable injuries	\$	% of Budget	% of Budget	% within budget	average # days ahead (behind) schedule	# Days MFL Violation	‰	Fecal Coliform Bacteria (cfu/100ml)
Green Level		≥ 90%	≤ 15	Zero	<704; 0	< 7.7	Zero	<1542	<2	Zero	≥ \$9,894,657	≥ 95%	≥ 85% but ≤ 105%	≥80%	≥ (30)	0	min ≥ 20 ‰	≤ 1 site > 200
Yellow		< 90%	≤ 25	1	≤1,500; 0	< 8.8	1	≤1875	≥ 2	-	< \$9,894,657	≥ 90%	≥ 80%	≥60%	< (30)	1	min ≥ 10 ‰	≤ 3 sites >200
Red		<75%	> 25	≥ 2	>1,500; ≥1	≥ 8.8	≥ 2	>1875	≥ 9	≥ 1	< \$5,557,057	< 90%	< 80% or > 105%	< 60%	< (60)	≥ 2	min < 10 ‰	≥ 4 sites > 200
2021 Baseline		952	16	0.3	1,130	7.1	0	1,294	2	0.2	\$ 40,651,532	97%	89%	79%	-34	0	24.3	3
2022 Baseline		1,319	12	0.1	395	6.8	0	1,268	3	0.0	\$ 44,372,235	101%	91%	83%	-51	1	22.6	3
2023 Baseline		1,451	13	0.0	1,124	7.0	0	1,296	6	0.0	\$ 44,656,875	106%	94%	90%	-39	2	23	4
2023	Jan	1,112	11	0	51; 0	7.1	0	1,447	9	0	\$ 44,602,531	106%	91%	90%	(23)	0	26.5	1
	Feb	1,204	14	0	8; 0	7.2	0	1,334	5	0	\$ 45,825,795	105%	89%	92%	(22)	0	28.9	0
	Mar	1,601	13	0	2949; 0	7.1	0	1,324	24	0	\$ 45,242,896	105%	90%	92%	(30)	1	32.7	2
	Apr	1,382	9	0	0; 0	7.1	0	1,317	17	0	\$ 44,973,518	106%	93%	92%	(26)	26	27.8	5
	May	1,016	13	0	92; 0	6.7	0	1,365	2	0	\$ 46,555,442	107%	92%	97%	(30)	0	27.7	1
	June	2,600	17	0	8,082; 0	7.1	0	1,275	2	0	\$ 44,195,894	108%	93%	94%	(35)	0	21.7	7
	July	2,046	10	0	0; 0	6.5	0	1,293	1	0	\$ 44,736,939	110%	93%	92%	(42)	0	23.6	4
	Aug	1,215	9	0	15; 0	6.8	0	1,242	4	0	\$ 46,355,162	110%	93%	100%	(54)	0	17.1	6
	Sept	1,093	11	0	441; 0	6.7	0	1,201	0	0	\$ 43,649,874	110%	92%	97%	(49)	0	21.7	5
	Oct	1,940	14	0	101; 0	6.9	0	1,281	1	0	\$ 43,600,779	97%	109%	74%	(55)	0	15.6	9
	Nov	1,183	15	0	1,705; 0	7.1	0	1,255	0	0	\$ 43,936,002	101%	93%	81%	(46)	0	23.7	3
	Dec	1,021	14	0	45; 0	7.4	0	1,218	3	0	\$ 42,207,663	106%	100%	78%	(57)	0	9.9	2
2024	Jan	1,178	14	0	2275; 0	7.4	0	1,209	1	1	\$ 41,429,932	104%	96%	87%	(64)	0	19.9	2
Consecutive Months at Green		6	7	21	1	176	33	160	1	0	172	27	3	0	0	9	0	0
Metric Owner		O'Neill	Pugsley	Dean	Dean	Pugsley	Pugsley	Pugsley	Dean	Horchar	Fraraccio	Fraraccio	Fraraccio	Dean	Dean	Howard	Howard	Howard

Metric

Explanation

Unauthorized Discharges

This month we had 4 unauthorized discharges of sewage: (1) 1,500 gallons due to a sewer lining contractor using improper procedures and insufficient caution when dumping their vacuum truck at our facility; (2) 750 gallons due to our Construction Crew not following established procedures when dumping their vacuum truck at our facility; (3) 15 gallons from a low pressure sewer system caused when the home's disconnect switch was turned off; and (4) 10 gallons due to a blocked gravity main. See Kris' report for additional information.

Employee Safety

This month we had one OSHA recordable injury. Our Safety Officer conducted a root cause analysis following the incident and determined that incorrect tool selection and use was the root cause. Corrective actions have been taken and include procuring additional tools, which would have been more appropriate to use.

Capital Projects (time)

The following projects are over 100 days behind schedule: (1) Improving operational flexibility of our IQ System [-301 days] - project will be closed out in February; (2) permanent generator at Lift Station 50 [-278 days] - this project has been redesigned to avoid the need for additional property from the adjacent homeowner, see Tab 5G, and should move forward; (3) site planning for 2500 Jupiter Park Drive [-236 days] - should be closed out in the coming month; (4) Replace Unit 20 Crane Truck [-235 days] - awaiting an updated delivery schedule from vendor; (5) County Line Rd IQ Water Main Replacement [-220 days] - a time extension will be granted based on unforeseen permitting delays; (6) Lift Station 242 Rehab [-123 days]; (7) Lateral lining in Lift Station 41 collection system [-181 days] - should be closed out by the end of March. Additional details are available in Kris' report.

Salinity @ North Bay

For one day during January, minimum salinity fell below 20 parts per thousand, i.e., preferred conditions for seagrasses. Lower salinity conditions are driven by rainfall and stormwater runoff. See Bud's report for more information.

Fecal Coliform Bacteria

High fecal coliform bacteria (>200 cfu/100 ml) were observed at Stations 62 (Island Way bridge) and 100 (mouth of Cypress Creek). See Bud's report for additional details.



LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

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D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

TO: Governing Board
FROM: Administration Staff
DATE: February 07, 2024
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. ITB 24-003-00133 Lift Station General Construction Services - recommendation of award
- B. RFQ 24-002-00132:CCNA-Professional Services by Professional Engineers, Architects, Landscape Architects, and Planning Firms - recommendation of award
- C. ITB 22-005-00115/General Electrician Services – contract extension
- D. E-Verify Policy – to approve updates
- E. Easement Abandonment – Water Pointe – to approve easement
- F. Fixed Asset Disposal – to approve disposal
- G. Change Order to Current Contract – Lift Station 050 Emergency Generator and ATS: Revised Site Plan

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 February 15, 2024 as presented.”

Signed 

D. Albrey Arrington, Ph.D.
Executive Director

Stephen B. Rockoff
CHAIRMAN

Kevin L. Baker
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

Clinton R. Yerkes
BOARD MEMBER

Water Reclamation – Environmental Education – River Restoration



LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

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D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

TO: D. Albrey Arrington, Ph.D., Executive Director
FROM: Kris Dean, P.E., Deputy Executive Director
Courtney Jones, P.E., Director of Engineering
DATE: February 15, 2024
SUBJECT: ITB #24-003-00133 Lift Station General Construction Services

As part of the capital improvement budget, the District completes lift station rehabilitations. To address these projects in a timely and efficient manner we use a general construction services contract, which provides unit prices to perform various aspects for lift station rehabilitations that can be selected a la carte to custom tailor a rehabilitation to a lift station's specific needs. \$500,000 is annually budgeted for general lift station rehabilitations.

This month we completed bidding of ITB #24-003-00133 Lift Station General Construction Services. This contract allows for an initial one-year term with four optional one-year renewals. We received 4 bids for this contract as summarized below.

- | | |
|---------------------------------|----------------|
| • Hinterland Group, Inc. | \$515,190.00 |
| • GPH Services, LLC | \$594,102.71 |
| • Intercounty Engineering, Inc. | \$942,974.00 |
| • DP Development, LLC | \$1,095,618.00 |

As the apparent low bid for an aggregate of line items defined by the unit price bid schedule, an evaluation of Hinterland Group, Inc.'s bid was performed. They were found to be responsive and responsible, as such, Staff offer the following motion:

"THAT THE DISTRICT GOVERNING BOARD authorize award of an initial 1-year term contract for ITB #24-003-00133 Lift Station General Construction Services to Hinterland Group, Inc. in amount not to exceed \$500,000."

Stephen B. Rockoff
CHAIRMAN

Kevin L. Baker
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

Clinton R. Yerkes
BOARD MEMBER

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT BID**ITB # 24-003-00133 2024****LIFT STATION GENERAL CONSTRUCTION SERVICES****BID RESPONSE**

In accordance with the terms, conditions, and specifications, the undersigned bidder hereby submits the following prices for supplying the Loxahatchee River District with the goods and/or services called for in ITB #24-003-00133 2024. This project will be awarded to the lowest responsive, responsible bidder (s) within budget.

BID ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT COST	TOTAL
GENERAL CONDITIONS					
1	Mobilization/Demobilization	1	LS	2,500.00	2,500.00
LIFT STATIONS					
2	Isolation Valve				
2a	4"	1	EA	5,480.00	5,480.00
2b	6"	1	EA	5,980.00	5,980.00
3	Temporary Bypass Connection Assembly				
3a	4"	1	EA	3,200.00	3,200.00
3b	6"	1	EA	3,400.00	3,400.00
4	Wetwell Concrete Lid and Hatch (hatch dimensions vary)				
4a	6' Diameter Wetwell	1	EA	12,825.00	12,825.00
4b	8' Diameter Wetwell	1	EA	14,040.00	14,040.00
4c	10' Diameter Wetwell	1	EA	14,850.00	14,850.00
4d	12' Diameter Wetwell	1	EA	17,550.00	17,550.00
5	Demolition of Wetwell Rectangular Chimney and Replacement of Cylindrical Wetwell Section (3' x up to 5' hatch with chimney not to exceed 6' in depth)				

ITB# 24-003-00133

ADDENDUM NO. 2

BID ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT COST	TOTAL
5a	6' Diameter Wetwell	1	EA	13,250.00	13,250.00
5b	8' Diameter Wetwell	1	EA	14,150.00	14,150.00
5c	10' Diameter Wetwell	1	EA	15,250.00	15,250.00
5d	12' Diameter Wetwell	1	EA	18,500.00	18,500.00
6	<u>Remove & Dispose of Existing Valve Vault</u>	<u>1</u>	<u>EA</u>	8,235.00	8,235.00
67	Valve Vault				
6a7a	5'x5', not to exceed 5' depth	1	EA	14,500.00	14,500.00
6b7b	5'x7', not to exceed 5' depth	1	EA	15,200.00	15,200.00
78	Valve Vault Piping Assembly				
7a8a	4" Diameter Piping	1	EA	17,010.00	17,010.00
7b8b	6" Diameter Piping	1	EA	21,870.00	21,870.00
89	Above Grading Piping Assembly	1	EA		
8a9a	4" Diameter Piping	1	EA	27,135.00	27,135.00
8b9b	6" Diameter Piping	1	EA	29,835.00	29,835.00
109	Discharge Piping Assembly				
9a10a	4" Diameter Piping	10	LF	450.00	4,500.00
9b10b	6" Diameter Piping	10	LF	650.00	6,500.00
1011	Angle Pipe Support	1	EA	2,400.00	2,400.00
1112	Alternate Angle Pipe Support	1	EA	800.00	800.00
1213	Leveling Floor				
1312a	6' Diameter Wetwell	1	EA	6,800.00	6,800.00

ITB# 24-003-00133
ADDENDUM NO. 2

BID ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT COST	TOTAL
12b 13b	8' Diameter Wetwell	1	EA	7,200.00	7,200.00
12e 13c	10' Diameter Wetwell	1	EA	7,500.00	7,500.00
12d 13d	12' Diameter Wetwell	1	EA	8,200.00	8,200.00
13 14	Base Plates				
13a 14a	4" Bases	1	EA	800.00	800.00
13b 14b	6"-8" Bases	1	EA	950.00	950.00
14 15	Pump Bases				
14a 15a	4"x4"	1	EA	2,400.00	2,400.00
14b 15b	6"x6"	1	EA	3,500.00	3,500.00
15 16	Drop Bowl Assembly (less than 10' drop)				
15a 16a	8"	1	EA	2,300.00	2,300.00
15b 16b	10"	1	EA	2,500.00	2,500.00
16 17	Abandon Outside Drop (less than 10' drop)				
16a 17a	8"	1	EA	1,600.00	1,600.00
16b 17b	10"	1	EA	2,000.00	2,000.00
17 18	2" Guiderails Removal/Installation	10	LF	35.00	350.00
18 19	2" Guiderails	10	LF	48.00	480.00
19 20	2" Guiderail Brackets	1	EA	600.00	600.00
20 21	Panel Rack	1	EA	26,500.00	26,500.00
21 22	Panel Installation	1	EA	21,000.00	21,000.00
22 23	Concrete Demolition (>0.5 CY/Site)				

ITB# 24-003-00133
ADDENDUM NO. 2

BID ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT COST	TOTAL
22a 23a	Slabs up to 8" thick	1	EA	500.00	500.00
22b 23b	Slabs up to 12" thick	1	EA	1,200.00	1,200.00
23 24	Concrete No Reinforcing (>0.5 CY/Site)	10	CY	375.00	3,750.00
24 25	Concrete (6 x 6 – W1.4 x W1.4 Reinforcing) (>0.5 CY/Site)	10	CY	400.00	4,000.00
25 26	Concrete (#5 @ 12" O.C.E.W>, Top and Bottom) (>0.5 CY/Site)	10	CY	450.00	4,500.00
26 27	Stabilized Grass Driveway Section (>20SY/site)	10	SY	60.00	600.00
27 28	Grass Paver Driveway Section (>20SY/site)	10	SY	750.00	7,500.00
28 29	Ductile Iron Fittings	1,000	LBS	8.00	8,000.00
29 30	Adjust or Replace Manhole Frame & Cover	1	EA	2,800.00	2,800.00
30 31	Relocation Radio Telemetry Unit (RTU)	1	EA	8,600.00	8,600.00
31 32	Sod / Seed & Mulch	10	SY	15.00	150.00
32 33	Dewatering w/ Wellpoints				
32a 33a	First Day	1	LS	2,400.00	2,400.00
32b 33b	Each Additional Day	1	EA	600.00	600.00
33 34	Maintenance of Traffic – Signage Only – Thoroughfare Roads				
33a 34a	First Day	1	LS	800.00	800.00
33b 34b	Each Additional Day	1	EA	200.00	200.00
34 35	Maintenance of Traffic – Signage Only – Non-Thoroughfare Roads				
34a 35a	First Day	1	LS	350.00	350.00
34b 35b	Each Additional Day	1	EA	150.00	150.00
35 36	Maintenance of Traffic – Flaggers per Day	1	EA	850.00	850.00

ITB# 24-003-00133
ADDENDUM NO. 2

BID ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT COST	TOTAL
3637	Line Stops				
36a37a	4"	1	EA	10,700.00	10,700.00
36b37b	6"	1	EA	11,000.00	11,000.00
36e37c	8"	1	EA	11,200.00	11,200.00
36d37d	10"	1	EA	13,250.00	13,250.00
3738	Trench Safety Act	1	LS	1,200.00	1,200.00
3839	Furnish & Install Wet Well Fall Protection	1	EA	3,400.00	3,400.00
3940	Furnish & Install Compacted Fill	10	CY	95.00	950.00
EQUIPMENT					
4041	Wheeled Excavator (≤ 175 HP)	1	DAY	520.00	520.00
4142	Skid Steer	1	DAY	680.00	680.00
4243	Excavator / Backhoe (≤ 175 HP)	1	DAY	1,800.00	1,800.00
4344	Excavator / Backhoe (≥ 175 HP)	1	DAY	1,800.00	1,800.00
4445	Articulated Wheel Loader	1	DAY	880.00	880.00
4546	Backhoe/Loader Combo	1	DAY	520.00	520.00
4647	Bulldozer (< 110 HP)	1	DAY	800.00	800.00
4748	Double Drum Compactor Wacker W74 or Equal	1	DAY	520.00	520.00
4849	Vibratory Plate Compactor VPR 1740 or Equal	1	DAY	200.00	200.00
4950	Water Truck	1	DAY	1,120.00	1,120.00
5051	Vacuum Truck	1	DAY	2,800.00	2,800.00
5152	Tanker Truck ($< 3,000$ gallon)	1	DAY	3,200.00	3,200.00

ITB# 24-003-00133
ADDENDUM NO. 2

BID ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT COST	TOTAL
52 <u>53</u>	Tanker Truck (>3,000 gallon)	1	DAY	4,000.00	4,000.00
53 <u>54</u>	Generator with Mass Lighting	1	DAY	200.00	200.00
54 <u>55</u>	Flat Bed Truck under 25,000 lbs GVW	1	DAY	600.00	600.00
55 <u>56</u>	18 Yard Dump Truck	1	DAY	1,600.00	1,600.00
56 <u>57</u>	Service Truck with Equipment and Tools	1	DAY	1,200.00	1,200.00
57 <u>58</u>	Cleaning / Television Inspection Equipment	1	DAY	3,400.00	3,400.00
58 <u>59</u>	Portable/Towable Air Compressor w/ hose and tools (High Volume > 100 CFM)	1	DAY	240.00	240.00
59 <u>60</u>	Portable/Towable Self Priming Pump w/sound attenuating enclosure	1	DAY	1,600.00	1,600.00
60 <u>61</u>	Ride-On Sweeper	1	DAY	520.00	520.00
61 <u>62</u>	Trench Shoring	1	DAY	640.00	640.00
62 <u>63</u>	Dewatering Using Well Point Dewatering System, equal to 25 Well Points	1	DAY	3,200.00	3,200.00
LABOR					
63 <u>64</u>	Project Manager	1	HOUR	185.00	185.00
64 <u>65</u>	Superintendent	1	HOUR	165.00	165.00
65 <u>66</u>	Foreman	1	HOUR	135.00	135.00
66 <u>67</u>	Laborer	1	HOUR	100.00	100.00
67 <u>68</u>	Operator	1	HOUR	125.00	125.00
68 <u>69</u>	Truck Driver	1	HOUR	150.00	150.00
TOTAL BASE BID =					515,190.00

* PAYMENT FOR ALL WORK COMPLETED UNDER THIS CONTRACT SHALL BE IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT. PAYMENT SHALL BE MADE AT THE UNIT PRICES AS LISTED IN THE LIFT STATION GENERAL CONSTRUCTION SERVICES UNIT PRICE BID SHEET BASED ON MEASURED QUANTITIES FOR BID ITEMS NO. 1 THROUGH ~~39~~40. WORK TASKS THAT ARE INCIDENTAL TO THE LIFT STATION REHABILITATION PROJECT THAT ARE NOT COVERED UNDER A UNIT PRICE

ITB# 24-003-00133
ADDENDUM NO. 2

BID ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT COST	TOTAL
BID ITEM WILL UTILIZE BID ITEMS NO. 40-41 THROUGH 68-69 ON A TIME AND MATERIAL BASIS. MATERIALS AND SUBCONTRACTOR WORK ASSOCIATED WITH INCIDENTAL WORK UTILIZING BID ITEMS NO. 40 THROUGH 68 SHALL BE PAID ON COST PLUS 15% MARK-UP BASIS.					

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Is bidder's Qualification information included?

☒ YES; INITIAL CR

Is proof of ability to provide insurance provided?

☒ YES; INITIAL CR

Is licensing provided?

☒ YES; INITIAL CR

Health, Safety and Environmental submittal is provided?

☒ YES; INITIAL CR

BIDDER'S FIRM NAME: Hinterland Group Inc.

BIDDER'S SIGNATURE: _____

Chase Rogers, Project Director

(Failure to sign by a duly authorized representative shall result in rejection of this bid)

By signature on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the District's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the District in official amendments prior to this date of submittal.

FIRM ADDRESS: 2051 W Blue Heron Blvd, Riviera Beach, FL 33404

FIRM TELEPHONE NUMBER: 561-640-3503

FIRM E-MAIL ADDRESS: info@hinterlandgroup.com

APPLICABLE LICENSE(S): CGC1520354 / CUC1224634 / EC13003615

FIRM FEDERAL ID #: 20-5156844

ITB# 24-003-00133
ADDENDUM NO. 2



LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

TO: D. Albrey Arrington, Ph.D., Executive Director
FROM: Kris Dean, P.E., Deputy Executive Director
DATE: February 6, 2024
SUBJECT: Consultants Competitive Negotiation Act Acceptance of Qualified Firms – Continuing Contracts

In compliance with the District's Purchasing Policies and Procedures and Florida Statute 287.055 the District engaged in the CCNA process with advertisement of Request For Qualifications #24-002-00132. Qualification Statements were received from 6 firms on January 30, 2024 for Continuing Contracts to cover the attached Scope of Services.

Concluding February 6, 2024 the Selection Committee determined firms listed in the attached Final Qualification as qualified (average score ≥ 3.75) to perform the Scope of Services within each area of operation.

Staff recommend the following motion.

“THAT THE DISTRICT GOVERNING BOARD approve RFQ 24-002-00132 Final Qualification as follows:

- A. Wastewater Collection & Transmission System**
 - 1. Carollo
 - 2. Chen-Moore
 - 3. Kimely-Horn
- B. Reuse Distribution System**
 - 1. Carollo
 - 2. Chen-Moore
 - 3. Hazen and Sawyer
 - 4. Kimley-Horn
- C. Wastewater Treatment Facility**
 - 1. Carollo
 - 2. Hazen and Sawyer
 - 3. Kimley-Horn

Please note, we anticipate returning to the Board with recommended engineering services contracts with the most highly qualified firm with which we were successful with competitive compensation negotiation for specific projects at a later date.

Stephen B. Rockoff
CHAIRMAN

Kevin L. Baker
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

Clinton R. Yerkes
BOARD MEMBER

Annual CCNA Selection
Process – F.S. 287.055
“Professional services”

“Agency”
During Rate Study
(February – March)
detail specific “Projects”
scheduled to begin in the
upcoming fiscal year.
Details include Project
Scope and good faith estimate

Board approves Rate Study
at March meeting

Review each Project for
upcoming fiscal year based on:

<\$500K Study
<\$4M Const
FS 287.055(2)(g)

No

Yes

Applicable
“Continuing
Contract?”

Yes

Continue Under
“Continuing
Contract”

No

Planning
or Study

Yes

>\$35K
FS 287.017

No

CCNA NOT REQUIRED
proceed under alternate
procurement requirements
FS 287.055(4)(c)

Yes

No

Construction

>\$325K
FS 287.017

No

Yes

F.S. 287.055 (3)
QUALIFICATION

Add Project(s) to Annual
Request for Qualification
(RFQ)

Appoint Selection
Committee members
based on Project
requirements

Create RFQ and
Legal Advertisement

Advertise not later than
April 1 and allow 4 weeks for
interested Consultants to respond

Distribute Qualification Statements
to Qualification Committee
immediately following
deadline for respondents

First Qualification Committee
Meeting on Feb. 1, 2024 to
Discuss/review
Qualifications

Final Qualification
Committee Meeting on the February
6, 2024.
Firms are qualified based on the
following as applicable to
specific Projects

- Capabilities
- Adequacy of personnel
- Past Record
- Experience of the Firm
or Individual

Board approval of
Qualified Firms at May
Board Meeting

F.S. 287.055 (4)
SELECTION

Review Qualified Firms
based on:

- Qualifications
- Approach to the Project
- Ability to furnish the
required services

Select minimum
3 firms and conduct discussion

Select in order of preference
minimum 3 firms deemed
most highly qualified considering:

- Ability of professional personnel
- Certified MBE
- Past performance
- Willingness to meet time and
budget requirements
- Location
- Recent, current and projected
workload
- Volume of work previously
awarded
- Equitable Distribution of
contracts

F.S. 287.055 (5)
NEGOTIATION

Competitive “Compensation”
Negotiation for each Project
beginning with most
Qualified Firm resulting in a
proposed Engineering Services Contract
for each Project ready
at the September Board

Board approval of Engineering Services
Contract(s) for each Project following
Budget approval

RFQ 24-002-00132
SCOPE OF SERVICES

Services to be provided under this CCNA selection process include Continuing Contracts for general consulting services associated including but not limited to the following.

1. Wastewater Collection & Transmission System

- a. Vulnerability Assessments
- b. Risk (probability/criticality) Assessments
- c. Master Planning
- d. Hydraulic Modeling using:
 - i. The Districts existing hydraulic model with Innovyze InfoWorks ICM, latest version.
- e. Studies
- f. Pilot programs
- g. Environmental Studies
- h. Energy Audits
- i. Facility Assessments
- j. Grant research, writing and assistance

Firm(s) submitting Qualification Statements shall be registered to provide engineering, surveying, landscape architect and hydrogeological services through the Florida Department of Business and Professional Regulation. Specific experience shall include surveying, hydrogeology and the following engineering disciplines: civil, mechanical, structural, electrical, instrumentation & controls, and environmental.

2. Reuse Distribution System

- a. Vulnerability Assessments
- b. Risk (probability/criticality) Assessments
- c. Master Planning
- d. Hydraulic Modeling
- e. Studies
- f. Pilot programs
- g. Supplemental Water
- h. Environmental Studies
- i. Energy Audits
- j. Facility Assessments
- k. Grant research, writing and assistance

Firm(s) submitting Qualification Statements shall be registered to provide engineering, surveying and hydrogeological services through the Florida Department of Business and Professional Regulation. Specific experience shall include surveying, hydrogeology and the following engineering

disciplines: civil, mechanical, structural, electrical, instrumentation & controls and environmental.

3. Wastewater Treatment Facility (WWTF)
 - a. Vulnerability Assessments
 - b. Risk (probability/criticality) Assessments
 - c. Master Planning
 - d. Hydraulic Modeling
 - e. Studies
 - f. Pilot programs
 - g. Environmental Studies
 - h. Energy Audits
 - i. Facility Assessments
 - j. Regulatory compliance consultation on current, potential, and changing regulatory requirements
 - k. Process/Operational modeling and consultation on various aspects of treatment and plant operation using:
 - a. Existing Biowin Model (Biowin latest version)
 - b. Artificial Intelligence
 - c. Machine Learning
 - d. Digital Twin
 - l. Grant research, writing and assistance

Qualification Committee Evaluation
RFQ 24-002-00132

Date:

Area of Operation:	Reuse Distribution System						
Project:	Continuing Services						
FIRM	Clint Yerkes	Kara Fraraccio	Courtney Jones	Jason Pugsley	Jim Novak	TOTAL	TOTAL/5
Carollo Engineers	5	5	5	4	5	24	4.8
Chen Moore	5	5	5	2	5	22	4.4
Florida Technical Consultants	1	5	1	0	1	8	1.6
Hazen and Sawyer	5	5	5	4	5	24	4.8
Kimley-Horn	5	5	5	0	5	20	4
Reina Engineering	1	5	1	0	1	8	1.6

0 = N/A, Did Not Submit on Area of Operation or Unsatisfactory

Qualification Committee Evaluation

RFQ 24-002-00132

Date:

Area of Operation:	Wastewater Treatment Facility						
Project:	Continuing Services						
FIRM	Clint Yerkes	Kara Fraraccio	Courtney Jones	Jason Pugsley	Jim Novak	TOTAL	TOTAL/5
Carollo Engineers	5	5	5	4	5	24	4.8
Chen Moore	0	0	0	0	5	5	1
Florida Technical Consultants	1	5	1	0	1	8	1.6
Hazen and Sawyer	5	5	5	4	5	24	4.8
Kimley-Horn	5	5	5	0	5	20	4
Reina Engineering	1	5	1	0	1	8	1.6

0 = N/A, Did Not Submit on Area of Operation or Unsatisfactory

Qualification Committee Evaluation

RFQ 24-002-00132

Date:

Area of Operation:	Wastewater Collection & Transmission System						
Project:	Continuing Services						
FIRM	Clint Yerkes	Kara Fraraccio	Courtney Jones	Jason Pugsley	Jim Novak	TOTAL	TOTAL/5
Carollo Engineers	5	5	5	4	5	24	4.8
Chen Moore	5	5	5	2	5	22	4.4
Florida Technical Consultants	3	5	1	0	1	10	2
Hazen and Sawyer	0	0	5	0	5	10	2
Kimley-Horn	5	5	5	4	5	24	4.8
Reina Engineering	1	5	2	0	1	9	1.8

0 = N/A, Did Not Submit on Area of Operation or Unsatisfactory

RFQ 24-002-00132
FINAL QUALIFICATION

1. Wastewater Collection & Transmission System

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

- 1. Carollo**
- 2. Chen-Moore**
- 3. Kimley-Horn**

2. Reuse Distribution System

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

- 1. Carollo**
- 2. Chen-Moore**
- 3. Hazen and Sawyer**
- 4. Kimley-Horn**

3. Wastewater Treatment Facility (WWTF)

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

- 1. Carollo**
- 2. Hazen and Sawyer**
- 3. Kimley-Horn**



Item 5C

Rescinded: ITB 22-005-00115/General Electrician Services
– contract extension





LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

To: Governing Board
From: Kara Peterson, Director of Finance and Administration
Date: February 9, 2024
Subject: E-Verify Policy

Pursuant to our policy revision schedule, staff have systematically reviewed our E-Verify Policy and provided suggested recommendations for Board approval. The E-Verify Policy is in response to Florida Statute 448.095, which became effective January 1, 2021, and was substantially rewritten during the 2023 legislative session. The most notable changes made to Florida Statute 448.095, are changes to the definition of employee and the addition of the definition of subcontractor. The LRD E-Verify Policy has been updated to reflect these revisions in the Statute. Suggested recommendations are shown using track changes. All proposed revisions have been approved by District counsel.

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

“THAT THE GOVERNING BOARD ratify and approve the attached E-Verify Policy, effective February 16, 2024, and authorize the Executive Director to update the E-Verify Policy from time to time, and periodically present it to the Governing Board for ratification and approval.”

Stephen B. Rockoff

CHAIRMAN

Kevin L. Baker

BOARD MEMBER

Gordon M. Boggie


BOARD MEMBER

Dr. Matt H. Rostock

BOARD MEMBER

Clinton R. Yerkes

BOARD MEMBER

	LOXAHATCHEE RIVER DISTRICT	Doc No:	LRD-POL-FIN-08.00
		Effective Date	<u>3/19/2024</u> 2/16/24
		Revision History:	<u>New</u> 3/19/21
Author: Kara Fraraccio		Revision No.	<u>01</u>
		Review Date:	<u>2/2027</u>
		Page:	Page 1 of 2
Issuing Department: Finance and Administration			

E-VERIFY POLICY

Purpose

The Loxahatchee River District (LRD) is committed to upholding and being compliant with all applicable Florida Statutes. This policy is in response to Florida Statute 448.095, which requires the (1) LRD to use the E-Verify system to verify the work authorization status of newly hired employees and (2) LRD to only contract with contractors that use the E-Verify system to verify the work authorization status of their employees.

Policy

It is the policy of the LRD that all newly hired employees will have their work authorization status verified using the E-Verify system. Only U.S. citizens or individuals otherwise legally permitted to perform services in the State of Florida will be employed by LRD. Furthermore, it is LRD policy to only enter into new contracts with contractors that have registered for and use the E-Verify system to verify the work authorization status of all their employees.

Contractors that enter a contract with a subcontractor, must receive from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with individuals that are not a U.S. citizen or otherwise legally permitted to perform services in the State of Florida.

Definitions

- A. Contract: means a written agreement (including purchase orders as provided for by Florida Statutes §287.058(1)) entered into in accordance with all the procedures of LRD whereby the Contractor provides labor, supplies, or services to the LRD for work or goods of a specified nature as outlined in the written agreement. The term Contract does not include a one-time purchase of services or supplies which is not part of continuing relationship.
- B. Contractor: means a person or entity that has entered or is attempting to enter into a contract with LRD to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.
- C. E-Verify: means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.
- D. Employee: means a person filling ~~an authorized and established~~ a permanent position who performs labor or services under the control or direction of the LRD or Contractor that has the power or right to control and direct the employee in the material details of how the work is to be performed in exchange for salary, wages, or other remuneration. An independent contractor, as defined in

Authority: Florida Statutes 448.095

Date Approved by Governing Board: 3/19/2024~~2/15/24~~

federal laws or regulations, hired to perform a specified portion of labor or services is not an employee.

D.E. Subcontractor: means a person or an entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Relevant Procedures

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

- A. E-Verify Procedure
- B. New Hire Procedure

Relevant Policies

The following policies may relate to this policy:

- A. Personnel Policies and Procedures

Applicability

This policy applies to all LRD employees and contractors entering into a Contract to provide goods or services to LRD.

Consequences

Consequences will be as established in Florida Statute 448.095.

Policy Questions

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



LOXAHATCHEE RIVER DISTRICT

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D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

TO: D. Albrey Arrington, Ph.D., Executive Director
FROM: Kris Dean, P.E., Deputy Executive Director
Courtney Jones, P.E., Director of Engineering
DATE: February 15, 2024
SUBJECT: Abandon / Terminate Easement – Water Pointe

Prior to the August 2023 Board Meeting approval of updates to the District's Manual of Minimum Construction Standards and Technical Specifications which outlines the policies and procedures for customers that desire to make application for the Board's consideration for abandonment / termination of a District easement, the developer of Water Pointe submitted the sewer easement deed with legal sketch and description for the new easement and legal sketch and description for abandonment of the existing easement in May 2023. The existing easement covered District gravity sewer main and manholes, which have since been removed as part of this project and a new gravity system installed within the new easement location (see attached construction demolition plan and record drawings for new gravity sewer installation). The new easement was recorded in May 2023 (see attached) and inadvertently included both legal sketch and descriptions. The project is now reaching final completion

The District requirements for easement abandonment at the time of submittal in May 2023 were satisfied by the Developer, and Staff request that these requirements be enforced as it was Staff's preference to delay the easement abandonment request for Board approval until all District facilities were removed from this easement. If approved by the Board, the intention of Staff would be to re-record the new sewer easement deed without the legal sketch and description for the portion to be abandoned and record easement abandonment for the existing easement that no longer contains District facilities.

Staff recommend the following motion:

"THAT THE DISTRICT GOVERNING BOARD approved the Termination / Abandonment of Easement for Water Pointe."

Stephen B. Rockoff
CHAIRMAN

Kevin L. Baker
BOARD MEMBER

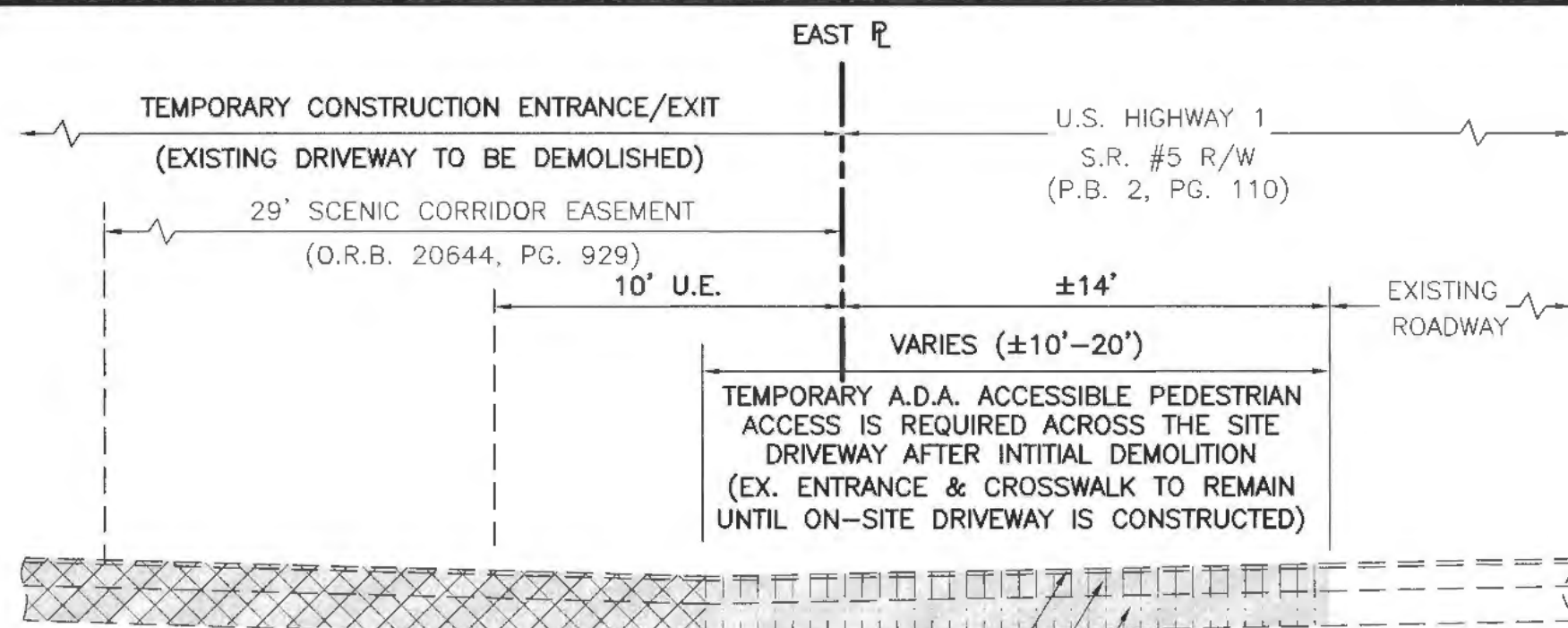
Gordon M. Boggie
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

Clinton R. Yerkes
BOARD MEMBER

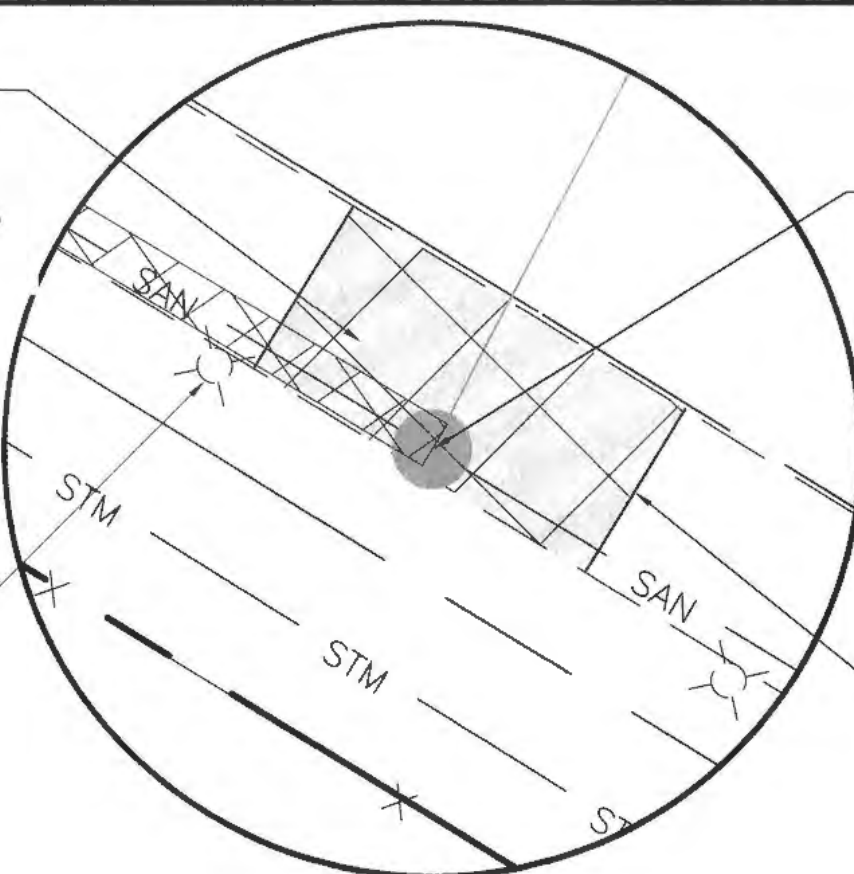
LEGEND

- EXISTING GRADE ELEVATION
- SAWCUT & REMOVE EXISTING BUILDING, ASPHALT, CONCRETE, CURB, ETC.
- TEMPORARY A.D.A. ACCESSIBLE CROSSWALK
- CLEAR AND GRUB (±0.56 AC.)
- EXISTING OVERHEAD POWER LINE & POWER POLE
- EXISTING STORM DRAINAGE PIPE
- EXISTING WATER MAIN
- EXISTING SEWER MAIN
- EXISTING FORCE MAIN
- EXISTING GAS MAIN
- EXISTING FPL FIBER OPTIC LINE
- EXISTING STORM DRAINAGE PIPE (TO BE REMOVED)
- EXISTING SEWER MAIN (TO BE REMOVED)

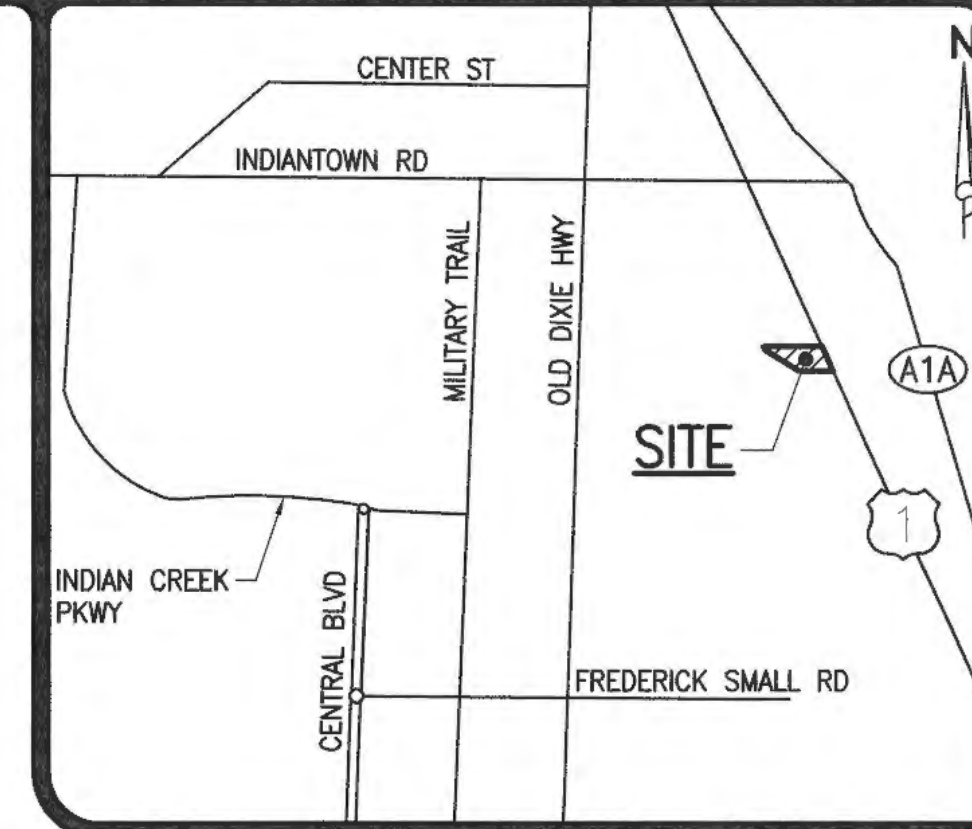
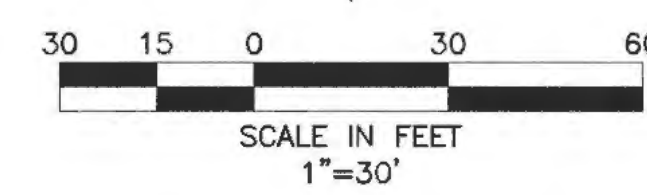


TYPICAL SECTION A1-A1

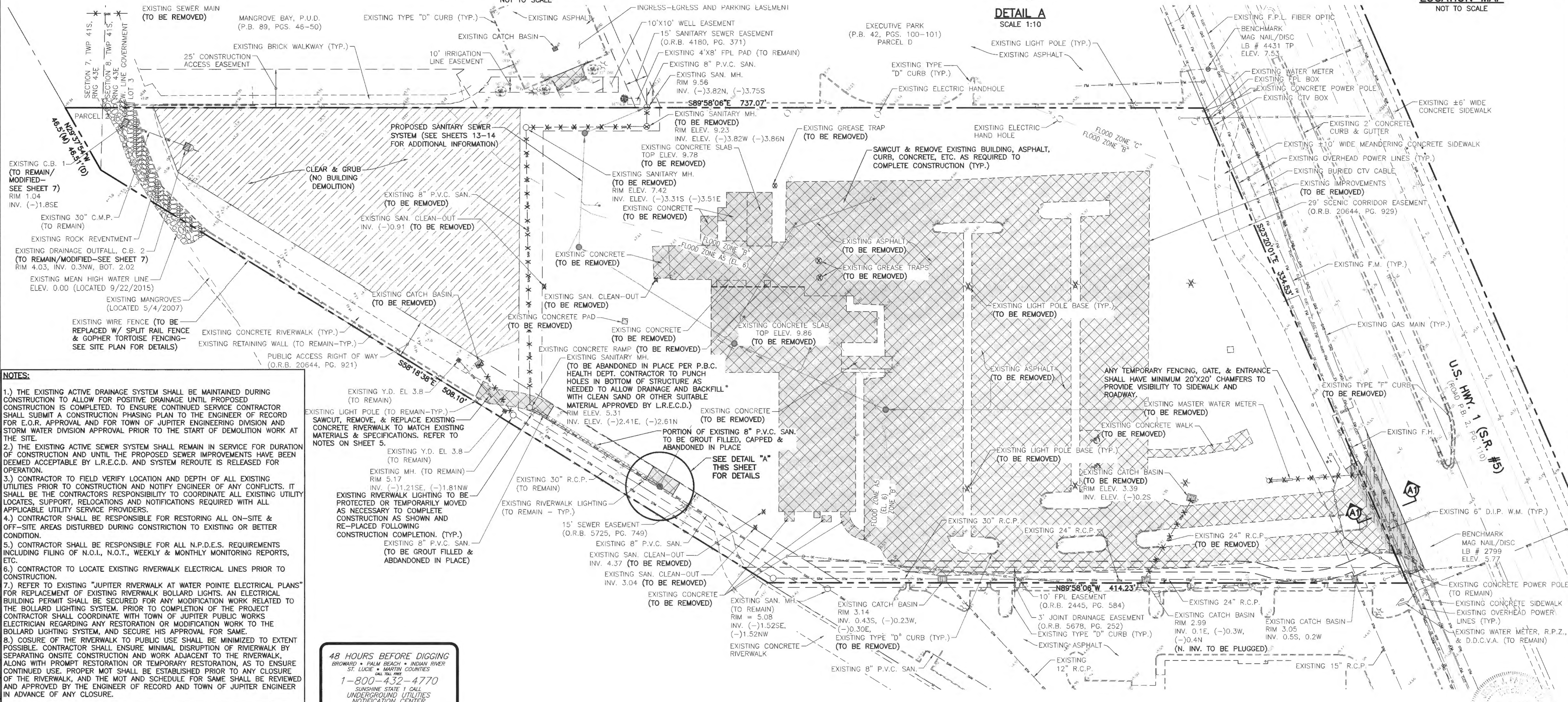
SAWCUT, REMOVE, & REPLACE EXISTING CONCRETE RIVERWALK AS REQUIRED TO COMPLETE CONSTRUCTION AS SHOWN. CONTRACTOR SHALL MATCH EXISTING MATERIALS & SPECIFICATIONS. REFER TO SHEET 5 FOR RIVERWALK CONCRETE REPLACEMENT DETAILS.



DETAIL A
SCALE 1:10



LOCATION MAP
NOT TO SCALE



- NOTES:**
- 1.) THE EXISTING ACTIVE DRAINAGE SYSTEM SHALL BE MAINTAINED DURING CONSTRUCTION TO ALLOW FOR POSITIVE DRAINAGE UNTIL PROPOSED CONSTRUCTION IS COMPLETED. TO ENSURE CONTINUED SERVICE CONTRACTOR SHALL SUBMIT A CONSTRUCTION PHASING PLAN TO THE ENGINEER OF RECORD FOR E.O.R. APPROVAL AND FOR TOWN OF JUPITER ENGINEERING DIVISION AND STORM WATER DIVISION APPROVAL PRIOR TO THE START OF DEMOLITION WORK AT THE SITE.
 - 2.) THE EXISTING ACTIVE SEWER SYSTEM SHALL REMAIN IN SERVICE FOR DURATION OF CONSTRUCTION AND UNTIL THE PROPOSED SEWER IMPROVEMENTS HAVE BEEN DEEMED ACCEPTABLE BY L.R.E.C.D. AND SYSTEM REROUTE IS RELEASED FOR OPERATION.
 - 3.) CONTRACTOR TO FIELD VERIFY LOCATION AND DEPTH OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY CONFLICTS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE ALL EXISTING UTILITY LOCATES, SUPPORT, RELOCATIONS AND NOTIFICATIONS REQUIRED WITH ALL APPLICABLE UTILITY SERVICE PROVIDERS.
 - 4.) CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL ON-SITE & OFF-SITE AREAS DISTURBED DURING CONSTRUCTION TO EXISTING OR BETTER CONDITION.
 - 5.) CONTRACTOR SHALL BE RESPONSIBLE FOR ALL N.P.D.E.S. REQUIREMENTS INCLUDING FILING OF N.O.I., N.O.T., WEEKLY & MONTHLY MONITORING REPORTS, ETC.
 - 6.) CONTRACTOR TO LOCATE EXISTING RIVERWALK ELECTRICAL LINES PRIOR TO CONSTRUCTION.
 - 7.) REFER TO EXISTING "JUPITER RIVERWALK AT WATER POINTE ELECTRICAL PLANS" FOR REPLACEMENT OF EXISTING RIVERWALK BOLLARD LIGHTS. AN ELECTRICAL BUILDING PERMIT SHALL BE SECURED FOR ANY MODIFICATION WORK RELATED TO THE BOLLARD LIGHTING SYSTEM. PRIOR TO COMPLETION OF THE PROJECT CONTRACTOR SHALL COORDINATE WITH TOWN OF JUPITER PUBLIC WORKS ELECTRICIAN REGARDING ANY RESTORATION OR MODIFICATION WORK TO THE BOLLARD LIGHTING SYSTEM, AND SECURE HIS APPROVAL FOR SAME.
 - 8.) CLOSURE OF THE RIVERWALK TO PUBLIC USE SHALL BE MINIMIZED TO EXTENT POSSIBLE. CONTRACTOR SHALL ENSURE MINIMAL DISRUPTION OF RIVERWALK BY SEPARATING ON-SITE CONSTRUCTION AND WORK ADJACENT TO THE RIVERWALK, ALONG WITH PROMPT RESTORATION OR TEMPORARY RESTORATION, AS TO ENSURE CONTINUED USE. PROPER MOT SHALL BE ESTABLISHED PRIOR TO ANY CLOSURE OF THE RIVERWALK, AND THE MOT AND SCHEDULE FOR SAME SHALL BE REVIEWED AND APPROVED BY THE ENGINEER OF RECORD AND TOWN OF JUPITER ENGINEER IN ADVANCE OF ANY CLOSURE.

48 HOURS BEFORE DIGGING
BROWARD • PALM BEACH • INDIAN RIVER
ST. LUCIE • MARTIN COUNTIES
1-800-432-4770
SUNSHINE STATE 1 CALL
UNDERGROUND UTILITIES
NOTIFICATION CENTER

DATUM NOTES:

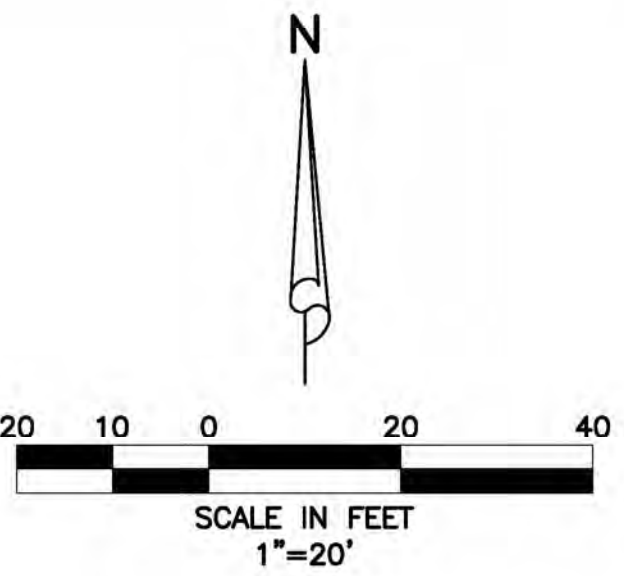
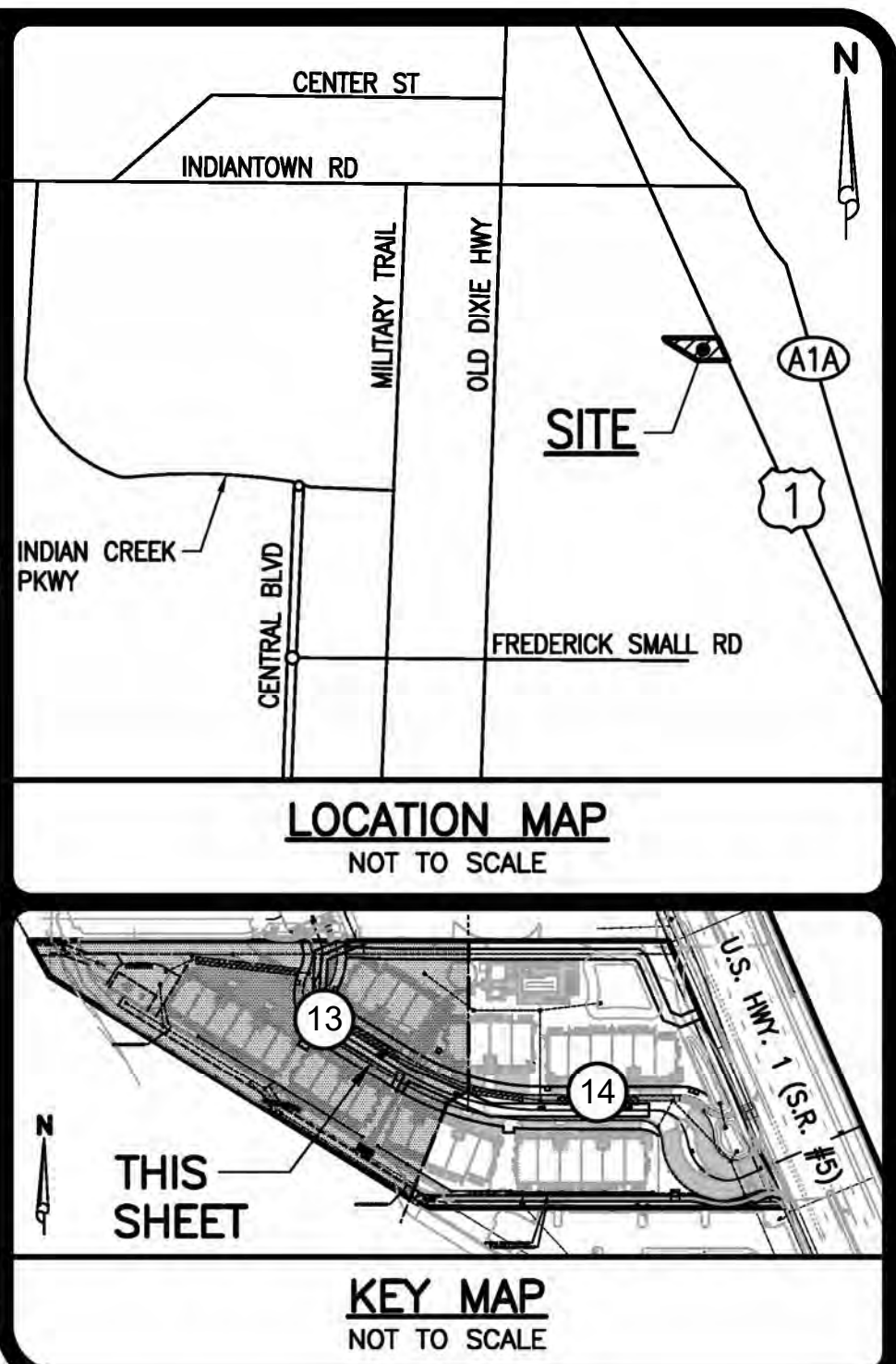
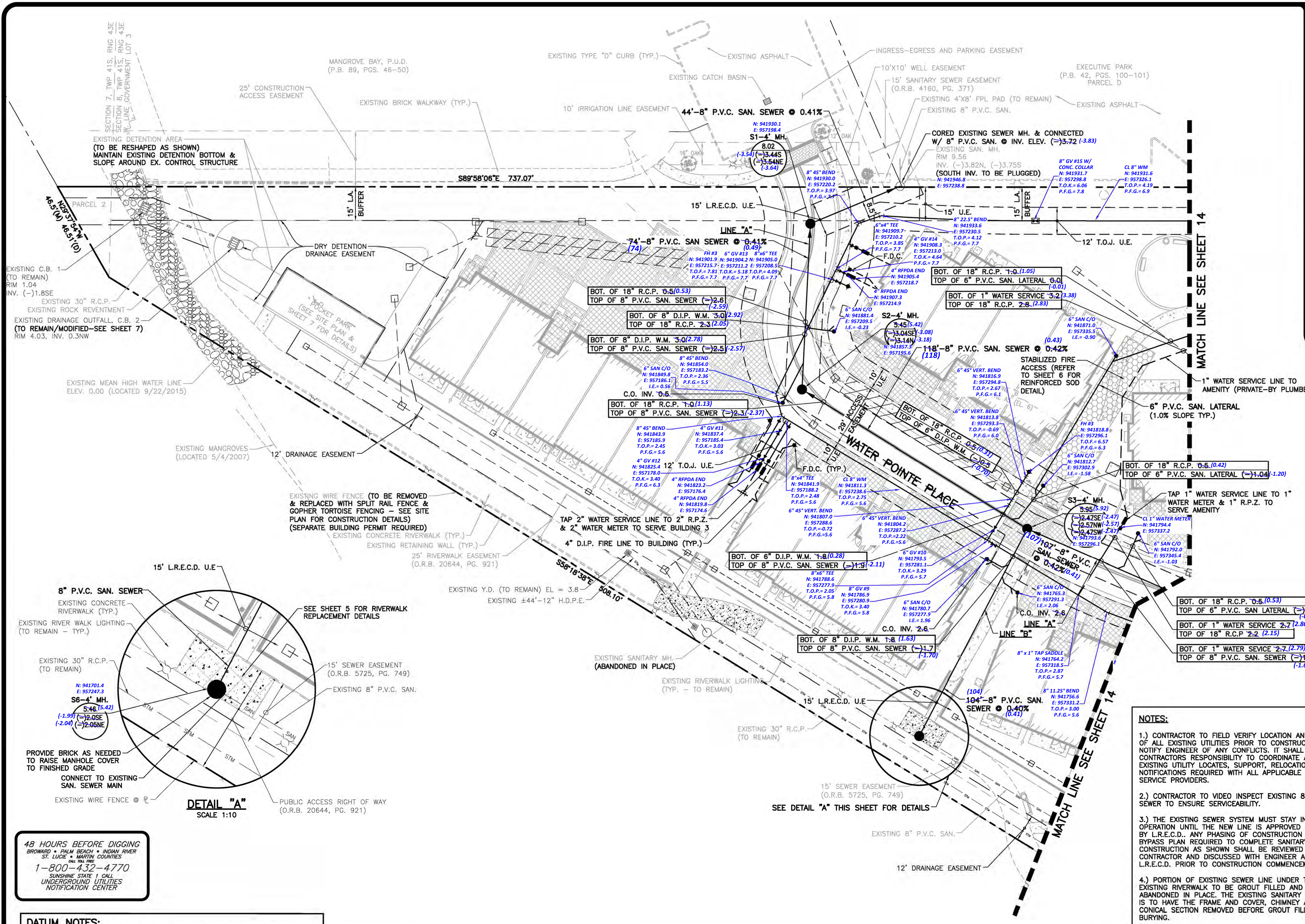
- 1.) ALL ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM (N.A.V.D.) OF 1988 BASED ON A SURVEY PREPARED BY LIDBERG LAND SURVEYING, INC. (561) 746-8454.
- 2.) AN APPROXIMATE CONVERSION BETWEEN THE NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D.) OF 1929 AND N.A.V.D. CAN BE MADE BY ADDING 1.51 TO THE N.A.V.D. ELEVATION TO OBTAIN THE N.G.V.D. ELEVATION.

- 2.) ADDED NOTES PER T.O.J., 01/07/21 B.L.
1.) REVISIONS PER T.O.J. COMMENTS, 01/31/20 B.L.

SIMMONS WHITE
ENGINEERING | PLANNING | CONSULTING | SINCE 1982
2581 Metrocentre Blvd West • Suite 100 • West Palm Beach, Florida 33407 • (561) 478-7848

WATER POINTE
SECTION 08, TOWNSHIP 41S., RANGE 43E.
TOWN OF JUPITER, FLORIDA
DEMOLITION PLAN

REVISIONS	DESIGN	DRAWN	CHECKED	APPROVED	DATE	JOB NO.	DRAWING NO.	SHEET	OF
	J.P.	D.B.				18-101	18101S02	2	19



- LEGEND**
- S1-4" MH. MANHOLE NUMBER AND TYPE
 - 19.5 MANHOLE TOP ELEVATION
 - 16.0 MANHOLE INVERT ELEVATION
 - SINGLE SEWER SERVICE W/ CLEAN-OUT
 - DOUBLE SEWER SERVICE W/ CLEAN-OUT
 - SANITARY SEWER LINE, MANHOLE AND DIRECTION OF FLOW
 - FIRE HYDRANT W/ GATE VALVE
 - WATER SERVICE, WATER METER & R.P.Z.
 - WATER MAIN & GATE VALVE
 - GATE VALVE & R.F.P.D.A. ASSEMBLY
 - SAWCUT, REMOVE, & REPLACE EXISTING CONCRETE, ASPHALT, CURB, ETC.

- NOTES:**
- 1.) CONTRACTOR TO FIELD VERIFY LOCATION AND DEPTH OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY CONFLICTS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE ALL EXISTING UTILITY LOCATES, SUPPORT, RELOCATIONS AND NOTIFICATIONS REQUIRED WITH ALL APPLICABLE UTILITY SERVICE PROVIDERS.
 - 2.) CONTRACTOR TO VIDEO INSPECT EXISTING 8" SANITARY SEWER TO ENSURE SERVICEABILITY.
 - 3.) THE EXISTING SEWER SYSTEM MUST STAY IN OPERATION UNTIL THE NEW LINE IS APPROVED FOR USE BY L.R.E.C.D.. ANY PHASING OF CONSTRUCTION OR BYPASS PLAN REQUIRED TO COMPLETE SANITARY SEWER CONSTRUCTION AS SHOWN SHALL BE REVIEWED BY CONTRACTOR AND DISCUSSED WITH ENGINEER AND L.R.E.C.D. PRIOR TO CONSTRUCTION COMMENCEMENT.
 - 4.) PORTION OF EXISTING SEWER LINE UNDER THE EXISTING RIVERWALK TO BE GROUT FILLED AND ABANDONED IN PLACE. THE EXISTING SANITARY MANHOLE IS TO HAVE THE FRAME AND COVER, CHIMNEY AND CONICAL SECTION REMOVED BEFORE GROUT FILLING AND BURYING.

48 HOURS BEFORE DIGGING
BROWARD • PALM BEACH • INDIAN RIVER
ST. LUCIE • MARTIN COUNTIES
CALL TOLL FREE
1-800-432-4770
SUNSHINE STATE 1 CALL
UNDERGROUND UTILITIES
NOTIFICATION CENTER

DATUM NOTES:

- 1.) ALL ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM (N.A.V.D.) OF 1988 BASED ON A SURVEY PREPARED BY IDEPFC AND SURVEYING, INC. (561) 746-3454
- 2.) AN APPROXIMATE CONVERSION BETWEEN THE NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D.) OF 1929 AND N.A.V.D. CAN BE MADE BY ADDING 1.51 TO THE N.A.V.D. ELEVATION TO OBTAIN THE N.G.V.D. ELEVATION.

WATER & SEWER ASBUILT DRAWING

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

DAVID P. LINDLEY, PLS.
REG. LAND SURVEYOR #5005
STATE OF FLORIDA - LB #3591
SURVEYOR CERTIFICATION
I HEREBY CERTIFY THAT THE ATTACHED WATER & SEWER ASBUILTS ON THE HEREON DELINEATED PROPERTY ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED IN MAY, 2023.
NOT VALID WITHOUT SEAL & SIGNATURE OF THE FLORIDA LICENSED SURVEYOR AND MAPPER.

DM: MM DATE: 05/16/23 CLIENT: THE RYAN COMPANIES
PM: RD JOB #: 9814 DATE OF LAST FIELD SURVEY: 04/05/23

REVISIONS

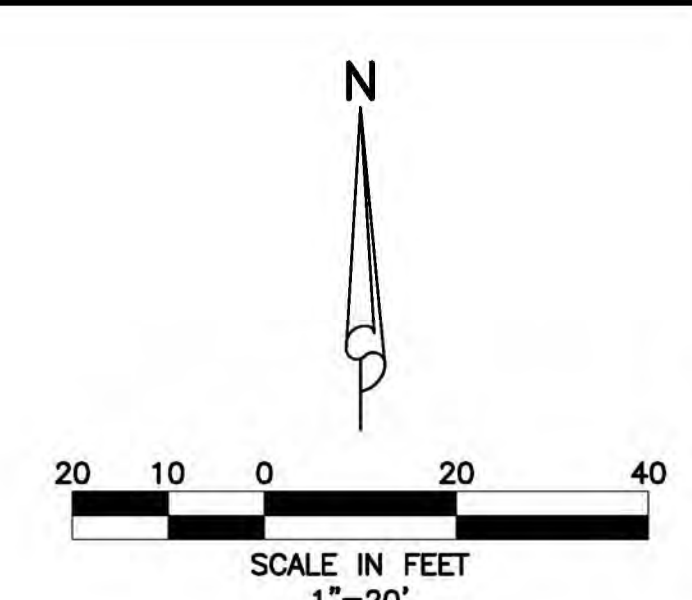
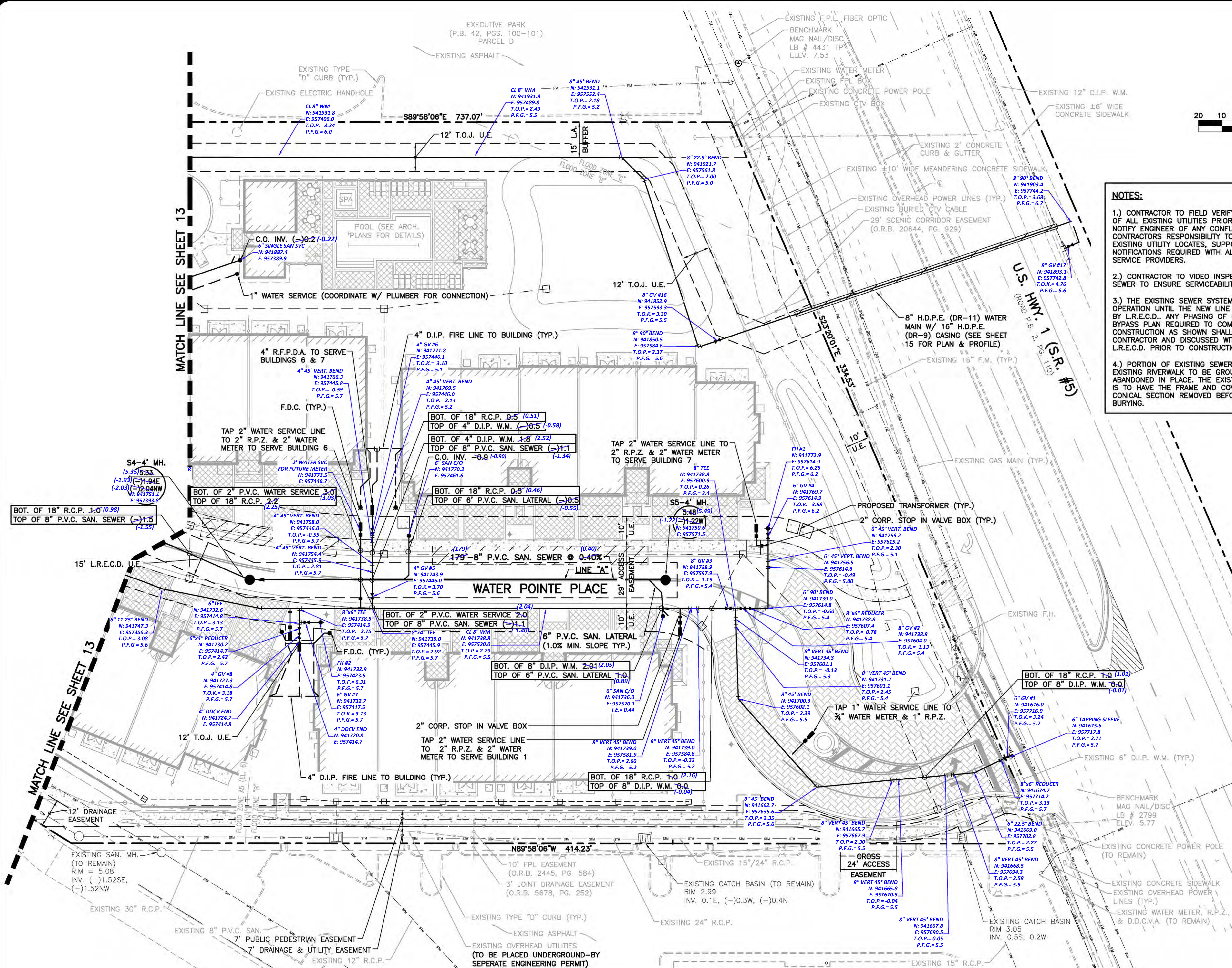
NO.	DESCRIPTION	DATE
1.	REVISED NOTES PER L.R.E.C.D., 10/21/21 D.B.	
2.	REVISED 2" WATER SERVICE TAP PER T.O.J., 01/07/21 B.L.	
3.	REVISED PER T.O.J. COMMENTS, 01/31/20 B.L.	
4.	REVISED PLANS PER T.O.J. UTILITY & P.B.C. FIRE RESCUE COMMENTS, 01/14/20 R.W.	

SIMMONS & WHITE
ENGINEERING & PLANNING CONSULTING SINCE 1982
2581 Metrocentre Blvd. West • Suite 300 • West Palm Beach, Florida 33407 • (561) 478-7848

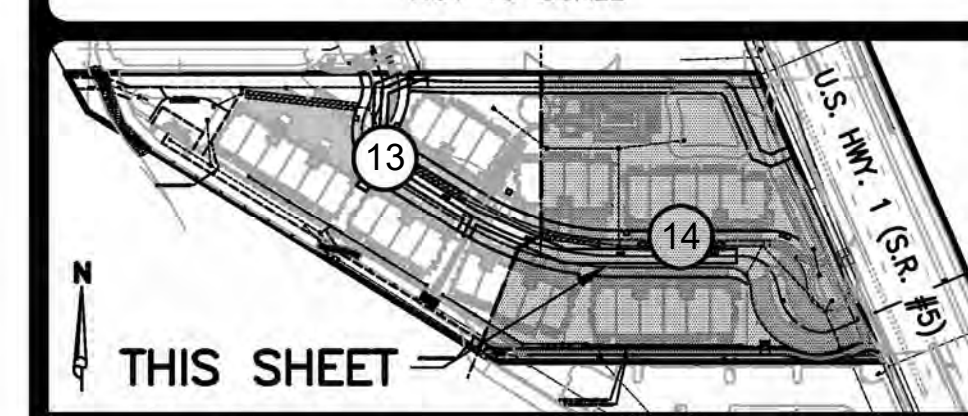
DESIGN	DRAWN	CHECKED	APPROVED	DATE
J.P.	D.B.			

WATER POINTE
SECTION 08, TOWNSHIP 41S., RANGE 43E.
TOWN OF JUPITER, FLORIDA
WATER AND WASTEWATER PLAN

JOB NO.	DRAWING NO.	SHEET
18-101	18101S13	13 OF 19












LOCATION MAP



KEY MAP
NOT TO SCALE

LEGEND

- | | |
|---|---|
| S1-4" MH. | MANHOLE NUMBER AND TYPE |
|  | MANHOLE TOP ELEVATION
MANHOLE INVERT ELEVATION |
|  | SINGLE SEWER SERVICE W/ CLEAN-OUT |
|  | DOUBLE SEWER SERVICE W/ CLEAN-OUT |
|  | SANITARY SEWER LINE, MANHOLE
AND DIRECTION OF FLOW |
|  | FIRE HYDRANT W/ GATE VALVE |
|  | WATER SERVICE, WATER METER & R.P.Z. |
|  | WATER MAIN & GATE VALVE |
|  | GATE VALVE & R.F.P.D.A. ASSEMBLY |
|  | SAWCUT, REMOVE, & REPLACE EXISTING
CONCRETE, ASPHALT, CURB, ETC. |

DATUM NOTES:

- 1.) ALL ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM (N.A.V.D.) OF 1988 BASED ON A SURVEY PREPARED BY
- 2.) AN APPROXIMATE CONVERSION BETWEEN THE NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D.) OF 1929 AND N.A.V.D. CAN BE MADE BY ADDING 1.51 TO THE N.A.V.D. ELEVATION TO OBTAIN THE N.G.V.D. ELEVATION.

5/19/2023

CONSTRUCTION SET

48 HOURS BEFORE DIGGING
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ST. LUCIE • MARTIN COUNTIES
ONLY TOLL FREE
1-800-432-4770
SUNSHINE STATE 1 CALL
UNDERGROUND UTILITIES
NOTIFICATION CENTER

ASBUILT LEGEND
 (0.00)- ASBUILT DATA
 T.O.P.- TOP OF PIPE
 T.O.K.- TOP OF KEY
 T.O.F.- TOP OF FLANGE
 I.E.- INVERT ELEVATION

		CAULFIELD & WHEELER, INC. CIVIL ENGINEERING LANDSCAPE ARCHITECTURE • SURVEYING 7900 GLADES ROAD, SUITE 100 BOCA RATON, FLORIDA 33434 PHONE (561)-392-1991 / FAX (561)-750-1452	
DM: MM	DATE: 05/16/23	CLIENT: THE RYAN COMPANIES	
PM: RD	IOR #: 9814	DATE OF 1 ST FIELD SURVEY: 04/05/23	

DAVID P. LINDLEY, PLS
REG. LAND SURVEYOR #5005
STATE OF FLORIDA - LB #3591

SURVEYOR CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED WATER & SEWER
ASBUILTS ON THE HEREON DELINEATED PROPERTY ARE
TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE
AND BELIEF AS SURVEYED IN MAY, 2023.
NOT VALID WITHOUT SEAL & SIGNATURE OF THE FLORIDA

- 3.) REVISED 2" WATER SERVICE TAP PER T.O.J., 01/07/21 B.L.
- 2.) REVISED PLANS PER T.O.J. UTILITY & P.B.C. FIRE RESCUE COMMENTS, 01/14/20 R.W.
- 1.) ADDED WATER MAIN CASING PER T.O.J., 01/10/20 B.L.

1.) ADDED WATER MAIN CASING PER T.O.J., 01/10/20 B.L.

REVISIONS

REVISIONS



SIMMONS & WHITE
ENGINEERING | PLANNING | CONSULTING | SINCE 1982
Authorization No. 3452
Procentre Blvd West • Suite 3 • West Palm Beach, Florida 33407 • (561) 478-7848

DESIGN J.P.	DRAWN D.B.	CHECKED	APPROVED	DATE
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WATER POINTE
SECTION 08, TOWNSHIP 41S., RANGE 43E.
TOWN OF JUPITER, FLORIDA
WATER AND WASTEWATER PLAN

JOB NO. 18-101	DRAWING NO. 18101S14	SHEET 14 OF 19
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LRECD - 109
Prepared By and Return To:
Kris Dean, P.E.
Loxahatchee River Environmental
Control District
2500 Jupiter Park Drive
Jupiter, Florida 33458-8964

Doc. Stamp Tax Exempt per Fla. Admin. Code
12B-4.054, par. 24.

SEWER EASEMENT DEED

THIS EASEMENT, made this 6th day of April, 2023, between Emerald Cay Holdings, LLC hereinafter called the "Grantor", and the LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, an Agency of the State of Florida, created by a Special Act of the Legislature, Chapter 71-822 as amended, of 2500 Jupiter Park Drive, Jupiter, Florida 33458-8964, its successors and assigns, herein called the "Grantee".

WITNESSETH

That the Grantor, and all other persons claiming by, through or under Grantor, or either of them, their predecessors in title, or their heirs, assigns or legal representatives by virtue of any deeds of conveyances to the land described herein, for and in consideration of the promises, stipulations, agreements and covenants made by Grantee contained herein, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained and sold to the Grantee, its successors and assigns, a permanent Easement, on the parcel of property described in Exhibit "A" attached hereto and made a part hereof for all purposes connected with the use, ingress, egress, construction, repair, replacement, installation, improvement, and maintenance of sewer facilities and facilities for the transport of reuse (I.Q.) water, or sewerage, including but not limited to transmission mains, force mains, manholes, lift stations, collection lines, pipes, pumps, connections, ditches, meters and all other related appurtenances having the capacity for use in connection with the collection or transmission of wastewater of any nature or originating from any source whether on or off the property of Grantor. Grantee shall maintain and repair Grantee's facilities as there shall be occasion from time to time hereafter, and Grantee shall restore the grass, sod, or pavement of Grantor (but not Improvements as set forth below) to the similar condition that was existent thereon prior to any entry or entries by Grantee pursuant to this Easement Deed.

"Improvements" shall mean anything other than grass, sod or asphalt pavement, including but not limited to any type of structure, wall, landscape berm, building, surfacing, landscaping (except grass or sod) and the like.

Grantor shall not make any Improvements to the property described herein without the prior written consent of Grantee which Grantee may withhold in its sole discretion. In the event an Improvement needs to be removed in the opinion of Grantee, or is removed or damaged by or on behalf of Grantee, in connection with Grantor's use of the Easement, Grantee shall not be liable for any such removal or damage of the Improvement. Any and all Improvements are at the sole risk and expense of Grantor. Any expense of Grantee caused by the existence of an Improvement shall be the responsibility of Grantor.

This Easement and the agreements contained herein are binding upon Grantor, its heirs, administrators, personal representatives, successors and/or assigns.

Grantor is seized in fee simple and in possession of lands described herein and does fully warrant title to said property and will defend the same against any lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the undersigned have executed this instrument the date and year first above written:

Signed, sealed and delivered
in the presence of:

[Signature]
Witness Signature

Stephen Cohen
Printed Name

[Signature]
Witness Signature

Lidia Rom
Printed Name

GRANTOR:

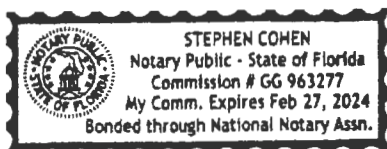
By: [Signature]
Print Name: Louis J. Capone Jr.
As: Manager

STATE OF Florida
COUNTY OF Palm Beach

I hereby certify that on this day, before me by means of ☒ physical presence or ☐ online notarization, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Louis J. Capone Jr. known to me to be the person(s) described in and who executed the foregoing instrument, who acknowledged before me that he/she executed the same, that the above named person is personally known to me or who produced _____ as identification.

Witness my hand and official seal in the County and State last aforesaid this 6th day of April, A.D. 2023.

[SEAL]



[Signature]
NOTARY SIGNATURE

**DESCRIPTION & SKETCH
PREPARED FOR:
LC CONSTRUCTION FLORIDA, INC.**

**WATER POINTE
15 FOOT SANITARY SEWER EASEMENT**

LEGAL DESCRIPTION:

A STRIP OF LAND, 15 FEET IN WIDTH, BEING A PORTION OF THE SOUTH 307.1 FEET OF THE NORTH 637.1 FEET OF GOVERNMENT LOT 3, SECTION 8, TOWNSHIP 41 SOUTH, RANGE 43 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

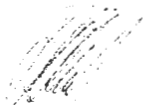
COMMENCING AT THE SOUTHEAST CORNER OF PARCEL "D", AS SHOWN ON THE PLAT OF EXECUTIVE PARK, RECORDED IN PLAT BOOK 42, PAGES 100 AND 101, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. SAID CORNER ALSO BEING THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY ONE (STATE ROAD 5) WITH THE SOUTH LINE OF THE NORTH 330.0 FEET OF SAID GOVERNMENT LOT 3; THENCE ALONG SAID SOUTH LINE OF THE NORTH 330.0 FEET OF GOVERNMENT LOT 3, NORTH 89°58'11" WEST, A DISTANCE OF 351.48 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED STRIP OF LAND;

THENCE DEPARTING SAID SOUTH LINE OF THE NORTH 330.0 FEET OF GOVERNMENT LOT 3, SOUTH 00°01'49" WEST A DISTANCE OF 3.97 FEET; THENCE SOUTH 67°24'46" WEST, A DISTANCE OF 45.41 FEET; THENCE SOUTH 02°53'54" WEST, A DISTANCE OF 64.98 FEET; THENCE SOUTH 58°18'39" EAST, A DISTANCE OF 113.32 FEET; THENCE SOUTH 66°28'41" EAST, A DISTANCE OF 104.84 FEET; THENCE SOUTH 89°58'11" EAST, A DISTANCE OF 183.38 FEET; THENCE SOUTH 00°01'49" WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 89°58'11" WEST, A DISTANCE OF 186.50 FEET; THENCE NORTH 66°28'41" WEST, A DISTANCE OF 101.51 FEET; THENCE SOUTH 27°35'23" WEST, A DISTANCE OF 88.83 FEET TO A POINT ON THE NORTHEASTERLY LINE OF THAT CERTAIN 15 FOOT SEWER EASEMENT, AS RECORDED IN OFFICIAL RECORD BOOK 5725, PAGE 749, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG SAID NORTHEASTERLY LINE, NORTH 58°18'43" WEST, A DISTANCE OF 15.04 FEET; THENCE DEPARTING SAID NORTHEASTERLY LINE, NORTH 27°35'23" EAST, A DISTANCE OF 87.76 FEET; THENCE NORTH 58°18'39" WEST, A DISTANCE OF 115.75 FEET; THENCE NORTH 02°53'54" EAST, A DISTANCE OF 83.32 FEET; THENCE NORTH 67°24'46" EAST, A DISTANCE OF 29.19 FEET TO A POINT ON THE AFOREMENTIONED SOUTH LINE OF THE NORTH 330.0 FEET OF GOVERNMENT LOT 3; THENCE ALONG SAID SOUTH LINE SOUTH 89°58'11" EAST, A DISTANCE OF 29.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 9.203 SQUARE FEET OR 0.211 ACRES MORE, OR LESS.

SURVEYOR'S NOTES:

1. THIS DRAWING IS NOT A SURVEY.
2. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.
3. THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER.
4. THIS LEGAL DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY LIDBERG LAND SURVEYING, INC.
5. DATE OF LEGAL DESCRIPTION: APRIL 25, 2023
LIDBERG LAND SURVEYING, INC.



Digitally signed by David C.
Lidberg
DN: c=US, o=LIDBERG LAND
SURVEYING,
dnQualifier=A01410D000001862D
359E63000525C6, cn=David C
Lidberg
Date: 2023.04.27 11:53:01 -04'00'

ABBREVIATIONS:

O.R.B. = OFFICIAL RECORD BOOK
P.B. = PLAT BOOK
PG. = PAGE

BY: DAVID C. LIDBERG
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 3613

REVISION 04-27-23 REVISED EASEMENT EC

**LIDBERG LAND
SURVEYING, INC.**

LB4431

675 West Indiantown Road, Suite 200,
Jupiter, Florida 33458 TEL. 561-746-8454

CAD. K:\UST \ 084143 \ 15-087-303D \ 15-087-303D.DGN

REF.

FLD.

OFF. CASASUS

CKD. D.C.L.

FB.

PG.

-

SHEET

1

OF

2

JOB

DATE

DWG.

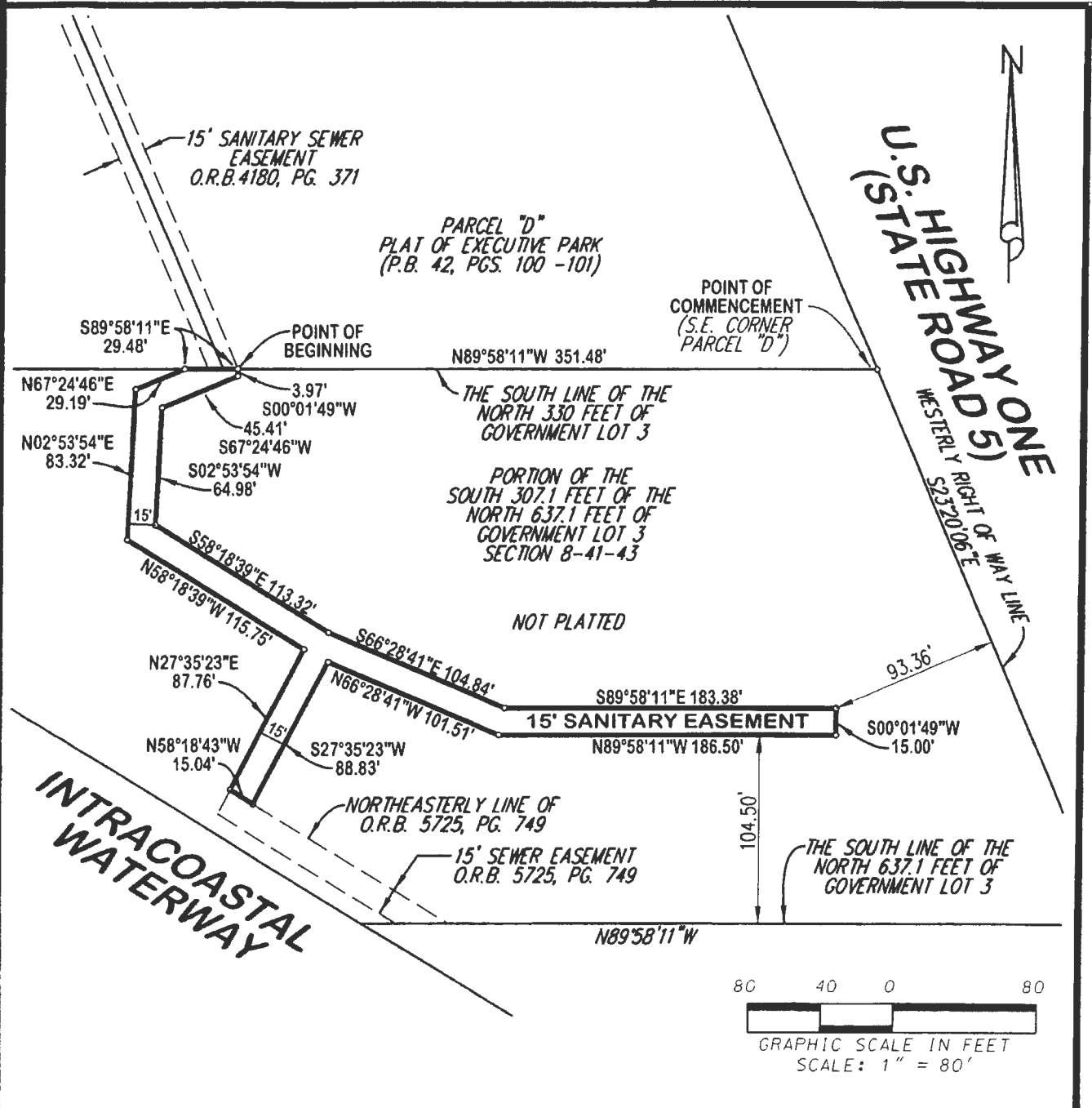
15-087-303D

APRIL 25, 2021

A15-087E

**DESCRIPTION & SKETCH
PREPARED FOR:
LC CONSTRUCTION FLORIDA, INC.**

**WATER POINTE
15 FOOT SANITARY SEWER EASEMENT**



**LIDBERG LAND
SURVEYING, INC.**

LB4431

675 West Indiantown Road, Suite 200,
Jupiter, Florida 33458 TEL. 561-746-8454

CAD. K:\UST \ 084143 \ 15-087-303D \ 15-087-303D.DGN

REF.

FLD.

OFF. CASASUS

CKD. D.C.L.

FB.

PG.

SHEET

2

OF

2

JOB

15-087-303D

DATE

APRIL 25, 2021

DWG.

A15-087E

**DESCRIPTION & SKETCH
PREPARED FOR:
LC CONSTRUCTION FLORIDA, INC.**

**WATER POINTE
PARTIAL RELEASE OF
15 FOOT SEWER EASEMENT
(O.R.B. 5725, PG. 749)**

LEGAL DESCRIPTION:

A STRIP OF LAND, 15 FEET WIDE, LYING GOVERNMENT LOT 3, SECTION 8, TOWNSHIP 41 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA. THE CENTERLINE OF SAID STRIP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 300.00 FEET OF SAID GOVERNMENT LOT 3 WITH THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY No. 1 (STATE ROAD No. 5); THENCE ALONG SAID SOUTH LINE OF THE NORTH 300.00 FEET OF GOVERNMENT LOT 3, NORTH 89°58'11" WEST, A DISTANCE OF 359.65 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED CENTERLINE OF SAID STRIP OF LAND:

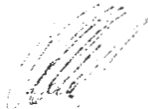
THENCE DEPARTING SAID SOUTH LINE OF THE NORTH 300.00 FEET OF SAID GOVERNMENT LOT 3, SOUTH 00°01'49" WEST, A DISTANCE OF 7.56 FEET; THENCE NORTH 89°58'11" WEST, A DISTANCE OF 75.37 FEET; THENCE SOUTH 00°17'32" WEST, A DISTANCE OF 184.84 FEET TO A POINT ON A LINE PARALLEL WITH AND 17.50 FEET NORTHEASTERLY, AS MEASURED AT RIGHT ANGLES, TO THE U.S. GOVERNMENT SURVEY MEANDER LINE OF 1924; THENCE ALONG SAID MEANDER LINE, SOUTH 58°18'43" EAST, A DISTANCE OF 91.37 FEET TO THE POINT OF TERMINUS OF SAID CENTERLINE.

CONTAINING A TOTAL OF 5,371 SQUARE FEET, MORE OR LESS.

SURVEYOR'S NOTES:

1. THIS DRAWING IS NOT A SURVEY.
2. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.
3. THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER.
4. THIS LEGAL DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY LIDBERG LAND SURVEYING, INC.
5. DATE OF LEGAL DESCRIPTION: SEPTEMBER 1, 2021

LIDBERG LAND SURVEYING, INC.



Digitally signed by David C
Lidberg
DN: c=US, o=LIDBERG LAND
SURVEYING,
ou=A01410C000001761A803A4F
0000DD94, cn=David C Lidberg
Date: 2021.09.17 11:14:29 -04'00'

ABBREVIATIONS:

O.R.B. = OFFICIAL RECORD BOOK
P.B. = PLAT BOOK
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
PG. = PAGE
R/W = RIGHT OF WAY

BY: DAVID C. LIDBERG
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 3613

**LIDBERG LAND
SURVEYING, INC.**

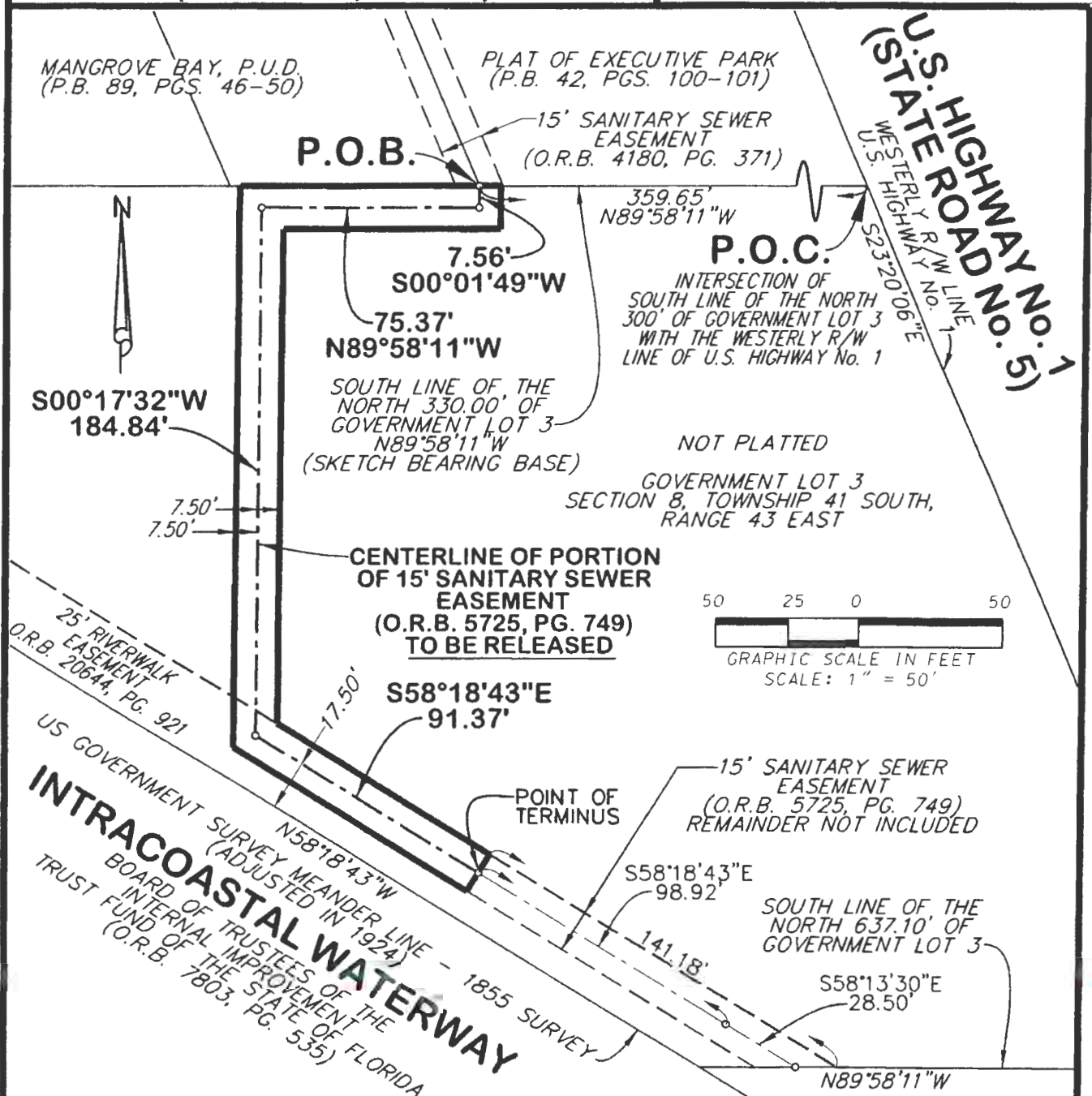
LB4431

675 West Indiantown Road, Suite 200,
Jupiter, Florida 33458 TEL. 561-746-8454

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REF.			
FLD.	FB.	PG	JOB 15-087-303B
OFF. CASASUS			DATE SEPTEMBER 1, 2021
CKD. D.C.L.	SHEET 1	OF 2	DWG. A15-087C

**DESCRIPTION & SKETCH
PREPARED FOR:
LC CONSTRUCTION FLORIDA, INC.**

**WATER POINTE
PARTIAL RELEASE OF
15 FOOT SEWER EASEMENT
(O.R.B. 5725, PG. 749)**



**LIDBERG LAND
SURVEYING, INC.**

LB4431

675 West Indiantown Road, Suite 200,
Jupiter, Florida 33458 TEL. 561-746-8454

CAD. K:\UST \ 084143 \ 15-087-303B \ 15-087-303B.DGN

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15-087-303B

OFF.

CASASUS

DATE

AUGUST 31, 2021

CKD.

D C L

SHEET

2

OF

2

DWG.

A15-087C



Fixed Asset Disposal

No Fixed Assets are presented for Disposal this month.





LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

TO: D. Albrey Arrington, Ph.D., Executive Director
FROM: Kris Dean, P.E., Deputy Executive Director
DATE: February 15, 2024
SUBJECT: Lift Station 050 Emergency Generator – Change Order 001

Lift Station 050 has been identified as a priority station for permanent emergency standby power installation. In January 2023 staff entered into a professional engineering services agreement with Holtz Consulting Engineers (HCE) for design, bid and design services in the amount of \$31,460.00 (this contract did not require Board approval). The original plan expanded the lift station footprint outside the existing easement with the adjacent property. To date the adjacent property owner has been unresponsive to discussions on obtaining additional easement for this project.

To move the project forward staff worked out an alternate layout that would fit within the existing easement and adjacent right of way and not require additional easement or property rights from underlying or adjacent property owners. The original design was primarily electrical. The redesign will add significantly more civil/mechanical work with the relocation of structural and mechanical infrastructure and right of way permitting. The civil/mechanical work will also require additional construction observation as the lift station will be required to be put on bypass and all work inspected to ensure installation in accordance with District standards, plans and specifications.

To provide professional engineering services for the alternate layout HCE proposed the attached Change Order 001 to their professional engineering services contract (also attached).

Original Contract: \$31,460.00

Change Order 001: \$39,975.00

Revised Contract Value: \$71,445.00

Staff recommend the following motion:

“THAT THE DISTRICT GOVERNING BOARD approved the professional engineering services agreement for Lift Station 050 Emergency Generator Project with Holtz Consulting Engineers under the continuing contract dated February 20, 2020 inclusive of Change Order 001 for the total amount of \$71,445.00 AND a contingency of \$7,145.00.”

Stephen B. Rockoff
CHAIRMAN

Kevin L. Baker
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

Clinton R. Yerkes
BOARD MEMBER

**AGREEMENT BETWEEN
LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT AND
HOLTZ CONSULTING ENGINEERS, INC.
FOR PROFESSIONAL ENGINEERING SERVICES**

**LIFT STATION #50
EMERGENCY GENERATOR PROJECT**

WORK AUTHORIZATION: 2022-10

BACKGROUND

This Agreement is for the performance of engineering services by Holtz Consulting Engineers, Inc. (HCE) pursuant to the Continuing Contract for Professional Engineering Services between Loxahatchee River District (District) and HCE dated October 16, 2020, hereafter referred to as the Contract.

This project includes engineering and construction services for the design, permitting, bidding and services during construction of a permanent skid mounted emergency generator and automatic transfer switch at the District's Lift Station #50.

SCOPE OF WORK

The District has requested comprehensive engineering services from HCE to provide engineering design, permitting, bidding, and services during construction related to Lift Station #50 emergency generator project. Specific tasks include the following:

1. Task 1A – Topographic Survey
2. Task 1B – Sketch and Legal Description Preparation
3. Task 2 – Engineering Design Services
4. Task 3 – Permitting Services
5. Task 4– Bidding Services
6. Task 5 - Engineering Services during Construction

TASK 1A – TOPOGRAPHIC SURVEY

HCE's surveying subconsultant, Dennis J. Leavy and Associates, will perform the following surveying services in support of design for this project:

- A. Obtain horizontal and vertical control utilizing Florida state plane 83/90 adjustment Horizontal Datum and NGVD 29 Vertical Datum.
- B. Prepare a Topographic Survey as defined in Rule 5J-17 .050 of the Standards of Practice adopted by the Board of Professional Surveyors and Mappers. In particular,

the survey will depict topography at major ground elevation changes to depict existing ground profile at the proposed project area for the existing lift station site, which shall include the following:

- a. Location of visible fixed improvements within the proposed project limits/right-of-way, including physical objects, wet well, valve vault slabs, control panel, driveway, drainage swales, native trees, signs, fences and power poles.
- b. Location of above ground existing utilities: FP&L, BellSouth, Cable TV, Natural Gas, Potable Water (valves, fire hydrants, and meters), Force Mains (valves), Sanitary Sewer, Reclaimed Water Mains (valves), Storm Sewers, (Note: Below ground data is not a part of this scope of services).
- c. Elevations shall be obtained at 20-foot stations to indicate existing grades. Intermediate grades shall be indicated at all significant grade breaks.
- d. Provide and reference benchmarks. Elevations to be referenced to an existing established City or County Benchmark.

TASK 1B – SKETCH AND LEGAL DESCRIPTION PREPARATION

HCE's surveying subconsultant, Dennis J. Leavy and Associates, will prepare Sketch and Descriptions as defined in Rule 5J-17.052 (6)(a)(b) of the Standards of Practice adopted by the Board of Professional Surveyors and Mappers for proposed easement acquisition purposes.

TASK 2 – DESIGN SERVICES

HCE and HCE's subconsultant, C&W Engineering, Inc. shall prepare drawings and contract documents for the design of one skid-mounted generator (non-Tier 4) with diesel belly tank and one automatic transfer switch (ATS) at the lift station. Site improvements include a new concrete pad for the valve vault and control panel to match the grade of the existing wet well, and a new turf-block driveway with curbing on either side graded to match the elevation of the existing wet well pad. The Plans and Specifications will be sufficient to convey the extent and nature of the work to be accomplished. The generator and ATSs will be Owner Furnished Equipment (OFE) and Contractor installed. The electrical design will include:

- Provide emergency generator with ATS switch
- Provide the demolition of existing raceway between existing main disconnect and pump control panel.
- Provide wiring and conduit from existing main disconnect to the ATS and Generator and refeed the existing lift station duplex control panel from the new ATS switch.
- Provide control signals, conduit and wires between ATS, Generator and existing Cellular RTU.
- Provide wires and terminals in existing junction box and reuse existing explosion proof Ys Fittings. Remove pump cables from control panel and terminate them at new terminals in junction box to allow for easier changing of pumps.

- Obtain FPL 12- month meter kW demand load history to determine proposed generator size A generator sizing report shall be submitted within 30 days of the Notice to Proceed to allow ample time for the District to order and take delivery of the OFE.

The technical specifications as part of the contract documents will follow the 16-Division CSI Master Format. This task also includes attendance at progress and review meetings and preparation of construction cost estimates.

Schedule review meetings are anticipated to occur approximately every two weeks to review progress status from design through construction.

HCE shall prepare the following submittals:

- Draft plan sheet of layout location for new generator and driveway
- 90% plans and specifications
- 100% plans and specifications incorporating LRD's comments on the 90% submittal for public bidding.

TASK 3 – BIDDING SERVICES

HCE will perform, as required by LRD, the following services during the bidding or negotiating phase of the Project:

1. Prepare bid documents.
2. Conduct a pre-bid meeting and site visit and issue meeting minutes to all plan holders.
3. Respond to questions bidders may have concerning the bid documents and issue addenda as necessary to clarify the bid documents.
4. Attend the bid opening and prepare the bid tabulation form.
5. Evaluate bids and prepare a recommendation of award.

TASK 4 – ENGINEERING SERVICES DURING CONSTRUCTION

During the construction phase of the Project, HCE will provide the following services:

1. HCE shall prepare signed-and-sealed plans for the Contractor's use in obtaining permits from the building department. CONSULTANT shall also address any requests for information (RFIs) from the building department.
2. Conduct the pre-construction meeting with the Contractor, and other interested parties, and issue meeting minutes.
3. Review and comment on submittals submitted by the Contractor.
4. Provide the Contractor with clarifications concerning questions about the Contract Documents and respond to requests for information.
5. Review quantities and payment application after review and approval by the field inspector and make the recommendations necessary for the approval or rejection of the Contractor's

- monthly payment applications.
6. Review contractor's claims and prepare change orders as necessary.
 7. Review and comment on the Record Drawings submitted by the Contractor.
 8. Provide periodic visits to the project site to determine that the project is being constructed in substantial conformance with the permitted drawings and shall make general site inspections of the work when the Contractor is performing critical portions of work such as concrete work, buried piping and conduit installation, installation of the generator and ATS, load bank testing, and RTU and alarm connections. These periodic visits to the site are to evaluate the Contractor's compliance with Contract Documents (approximately four (4) visits for two (2) hours each) and to monitor progress.
 9. Verify that the work has progressed to the substantial completion point in accordance with the Contract Documents. The Engineer will inspect the completed work in a project walk-through and prepare a punch list of items remaining to be completed which will be attached to the certificate of substantial completion.
 10. Verify that the work items identified on the punch list prepared under Item 8 above and all other Work identified as being incomplete have been completed in accordance with the Contract Documents. The Engineer will ensure all final punch lists are satisfactorily completed prior to approval of the Contractor's Final Payment Request.
 11. Schedule review meetings are anticipated to occur approximately every two weeks to review progress status from design through construction.

DELIVERABLES

TASK	DELIVERABLE	QUANTITY
Task 1A- Topographic Survey	Final Survey	PDF file digitally signed and sealed
Task 1B- Sketch and Legal Description	Sketch and Legal Description	Electronic PDF File
Task 2 – Engineering Design Services	90% Plans & Specifications	Electronic PDF files
	100% Plans & Specifications	
	Construction Cost Estimates	
Task 4 – Engineering Services during Construction	Contract Documents	2 Sets (24" x 36" Plans) and PDF for LRD Electronic and Hard Copies as Needed (24" x 36" Plans) for the Contractor

TIME OF COMPLETION

HCE shall complete the project as outlined below in the project schedule. Notice to Proceed date will be established by HCE as outlined in a master schedule provided to the District under separate cover.

- Task 1A – Surveying – Within 30 days of NTP
- Task 1B – Sketch and Legal Description – Within 3 weeks of providing final drawings
- Task 2 – Engineering Design Services
 - Generator Sizing Report within 30 days of NTP.
 - Draft plan sheet of layout location for new generator – 4 weeks from NTP
 - 90% Design Submittal – 16 weeks from NTP
 - 100% plans and specifications – 4 weeks from receipt of comments from LRD staff on the 90% submittal.
- Task 4 – 16 weeks from Contractor's NTP.

SCHEDULE OF FEES

Proposed labor costs for engineering services (Lump Sum (LS)) are tabulated below and detailed in Attachment A.

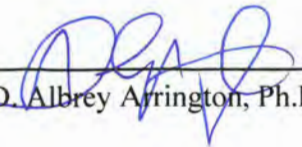
TASK	ENGINEERING FEE
Task 1A- Surveying Services	\$4,665 (LS)
Task 1B – Sketch and Legal Preparation	\$1,445 (LS)
Task 2 – Engineering Design Services	\$11,560 (LS)
Task 3 – Bidding Services	\$3,345 (LS)
Task 4 – Engineering Services During Construction	\$10,445 (LS)
TOTAL	\$31,470 (LS) 31,460.00

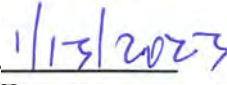
ASSUMPTIONS

1. All permit fees will be paid for by the Contractor/LRD.
2. Construction compaction and materials testing shall be the responsibility of the Contractor.

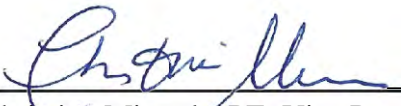
This Authorization is accepted, subject to the terms, conditions and obligations of the aforementioned Contract.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

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


Date

HOLTZ CONSULTING ENGINEERS, INC.

By: 
Christine Miranda, PE, Vice President

1/11/23
Date

Attachment A - Lift Station #50 Emergency Generator Project

		Principal	Project Manager	Project Engineer (PE)	Designer	Construction Manager	Administrative Support	Subconsultant	Item Cost (Note Subconsultant fee is marked up 5%)		Task Cost	
Task	Rate	\$190	\$170	\$130	\$110	\$135	\$70	--				
	Item	Hours						Fees				HCE \$\$
1A. Surveying Services	Topographic Survey							\$4,165.00		\$4,380.00		\$500.00
	Coordination with Sub		0.5	1			1			\$285.00	\$4,665.00	
1B. Sketch and Legal Description	Sketch and Legal Description							\$1,200.00		\$1,260.00		\$245.00
	Coordination with Sub			1	0.5					\$185.00	\$1,445.00	
2. Engineering Design Services	Kickoff Meeting		1	1						\$300.00		\$7,060.00
	Site Visits (1 @ 1 Hour)			1	1					\$240.00		
	Review Information from LRD		1	2	1					\$540.00		
	Scheduling Review Meetings		6							\$1,020.00		
	90% Civil & Mechanical Drawings and Specifications	0.5	4	6	8		0.5			\$2,470.00		
	90% Electrical Engineering Design			1	1		0.5	\$4,500		\$5,005.00	\$11,560.00	
	90% Cost Estimate		1	0.5						\$235.00		
	100% Civil and Mechanical Drawings and Specifications	0.5	1	4	4		0.5			\$1,260.00		
	100% Electrical Engineering Design			1	1		0.5			\$275.00		
3. Bidding Services	100% Cost Estimate		0.5	1						\$215.00		
	Prepare bid documents		1	2			1			\$500.00		\$1,845.00
	Pre-bid meeting and minutes		1	2						\$430.00		
	Respond to questions and issue addenda	1	1	2				\$1,500.00		\$2,200.00	\$3,345.00	
4. Engineering Services During Construction for Lift Station #50	Evaluate bids and prepare recommendation of award		0.5	1						\$215.00		
	Prepare Signed & Sealed Plans for Building Department, Building Dept. RFIs and Revisions		1		1		1			\$350.00		
	Preconstruction Meeting and Minutes		1	2						\$430.00		
	Scheduling Review Meetings		4							\$680.00		
	Review Submittals		1	2						\$430.00		
	Respond to RFI's		4			2				\$950.00		
	Review Pay Requests		2	4		2				\$1,130.00		
	Review and prepare Change Orders		1	1						\$300.00		
	Review Record Drawings		1	2						\$430.00		
	Electrical Engineering Services During Construction							\$4,000.00		\$4,200.00		
	Civil/Mechanical Inspections During Construction (Assume 4 inspections- 2 hours per each inspection)					8				\$1,080.00	\$10,455.00	
	Warranty Walkthrough and Punchlist		1			1				\$305.00		
	Contract Closeout		1							\$170.00		
		2	35.5	37.5	17.5	13	5	Sub \$15,365.00				
								HCE \$16,105				
									Total Engineering Fee		\$31,470.00	

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LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

TO: GOVERNING BOARD
FROM: D. ALBREY ARRINGTON, Ph.D.
DATE: FEBRUARY 8, 2024
SUBJECT: BUSCH WILDLIFE SANCTUARY LICENSE AGREEMENT & ESCROW AGREEMENT– RELEASE OF ESCROW FUNDS

The existing LRD-Busch Wildlife Sanctuary (BWS) Restated License Agreement, including approved extensions #1, #2, and #3 expired September 21, 2023 and included Section 39. Removal &/or Claiming Improvements, which provided “... *Busch shall remove its Improvements and animals at Busch's expense, except those Improvements which, at the option of the LRD, become LRD property. Should LRD decline to claim certain of the Improvements, Busch shall remove the unclaimed Improvements at Busch's sole expense. Busch shall restore the Premises to the condition existing at the time of the Certificate of Occupancy for the Wildlife Hospital and the Discovery Center, except for ordinary wear and tear, within one hundred eighty (180) days or a reasonable timeframe of the expiration or termination of this License Agreement.*”

BWS & LRD entered into an Escrow Agreement dated March 1, 2021 providing for \$400,000 (“Escrow Funds”) be held by Cohen, Norris, Wolmer, Ray, Telepman & Cohen (“Escrow Agent”).

BWS has worked diligently to remove their Improvements and animals and restore the Premises. It is my assessment that BWS has met their contractual obligation to remove their improvements and animals except for the improvements which the LRD has opted to allow to remain. It is also my assessment that BWS has restored the Premises as required in our License Agreement.

Mr. Shenkman has reviewed the License Agreement, Escrow Agreement and draft of this Memo to make sure the License Agreement & Escrow Agreement procedures for release of the Escrow Funds are followed.

Therefore, it is my recommendation that the Loxahatchee River District Governing Board authorize release of the Escrow Funds (\$400,000) held in escrow by the Law offices of Cohen, Norris, Wolmer, Ray, Telepman & Cohen (“Escrow Agent”) to Busch Wildlife Sanctuary, Inc.

Thus, I request your consideration of the following motion:

“THAT THE DISTRICT GOVERNING BOARD authorizes Chairman Rockoff to notify the Law offices of Cohen, Norris, Wolmer, Ray, Telepman & Cohen (“Escrow Agent”) that Busch Wildlife Sanctuary has met the terms of paragraph 39 of the License Agreement and the Escrow Agent is authorized to release the sum of \$400,000 from the Escrow Funds to Busch Wildlife Sanctuary.”

Stephen B. Rockoff
CHAIRMAN

Kevin L. Baker
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

Clinton R. Yerkes
BOARD MEMBER



LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

February 15, 2024

James F. Caplan, Escrow Agent
COHEN, NORRIS, WOLMER, RAY, TELEPMAN & COHEN
712 U.S. Highway One, Suite 400
North Palm Beach, FL 33408

Dear Mr. Caplan,

The Loxahatchee River Environmental Control District hereby informs the Law offices of Cohen, Norris, Wolmer, Ray, Telepman & Cohen ("Escrow Agent") that Busch Wildlife Sanctuary has met the terms of paragraph 39 of the License Agreement and you, the Escrow Agent, are authorized to release the sum of \$400,000 from the Escrow Funds to Busch Wildlife Sanctuary.

Sincerely,

Stephen B. Rockoff,
Chairman
Loxahatchee River District

Cc: Peter W. Busch, Chairman, Busch Wildlife Sanctuary
Amy Kight, Director, Busch Wildlife Sanctuary
Lisa Wynne, Development Director, Busch Wildlife Sanctuary

Stephen B. Rockoff
CHAIRMAN

Kevin L. Baker
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

Clinton R. Yerkes
BOARD MEMBER

ESCROW AGREEMENT

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

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

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

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

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

"39. REMOVAL &/OR CLAIMING IMPROVEMENTS. Upon Busch's termination of this License Agreement, Busch shall remove its Improvements and animals at Busch's expense, except those Improvements which, at the option of the LRD, become LRD property. Should LRD decline to claim certain of the Improvements, Busch shall remove the unclaimed Improvements at Busch's sole expense. Busch shall restore the Premises to the condition existing at the time of the Certificate of Occupancy for the Wildlife Hospital and the Discovery Center, except for ordinary wear and tear, within one hundred eighty (180) days or a reasonable timeframe of the expiration or termination of this License Agreement. In the event there is a failure to timely remove the Improvements or restore the Premises, LRD shall have the right to remove such Improvements and restore the Premises and Busch agrees to be directly responsible for the customary and reasonable costs of such removal and restoration. This paragraph survives the expiration or termination of this License Agreement. Busch will enter into an escrow agreement, as provided in Exhibit D, with LRD and will deposit, with a third-party escrow agent of Busch's choice, \$400,000.00 in the event it is needed for removal and restoration costs."

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto set their hands and seals, with the effective date of this Agreement being the 26 day of Oct, 2021.

Signed, sealed and delivered:

Busch:

Name:

Title:

On behalf of the Busch Wildlife Sanctuary, Inc.

LRD:

Name:

Title:

On behalf of the Loxahatchee River Environmental Control District

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

By

Its: Carol Schmidt, Escrow Agent



LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

TO: GOVERNING BOARD
FROM: D. ALBREY ARRINGTON, Ph.D.
DATE: FEBRUARY 5, 2024
SUBJECT: PERSONNEL POLICIES & PROCEDURES UPDATE

Last month the Governing Board discussed three potential updates to our Personnel Policies and Procedures:

1. **Revise Section 1.2 Equal Opportunity Policy Statement and Section 1.4 Non-Discrimination and Anti-Harassment Policy** – to be more precisely aligned with existing federal and state law.
2. **Revise Section 4.7 Leave of Absence** – to provide for extended and/or improved benefits for military members called to service for matters of national or state security. Our existing policy provides for 30 days of benefits, which is the duration required by law.
3. **Revise Section 4.8 Workers' Compensation** – to provide for administrative leave to be used during the initial seven (7) days an employee is absent following a work-related injury or illness. Our existing policy allows employees to use sick leave or vacation leave (if available) during this time.

On the following pages, I provide a brief explanation of the proposed revisions. Then, I show, using track changes, the proposed revisions to our Personnel Policies and Procedures. I believe these proposed revisions accomplish the intent of the majority of the Governing Board based on your feedback provided during last month's Board Meeting.

If it is the pleasure of the Governing Board to revise our Personnel Policies and Procedures to accomplish the above stated objectives, I offer I offer the following motion for your consideration:

“THAT THE DISTRICT GOVERNING BOARD ratify and approve the Loxahatchee River Environmental Control District's Personnel Policies Sections

1.2 Equal Employment Opportunity Policy Statement;

1.4 Non-Discrimination and Anti-Harassment Policy;

4.7.I. Military Leave; and

4.8. Workers' Compensation

as revised with an effective date of February 16, 2024, and authorize the District's Executive Director to update the Personnel Policies & Procedures from time to time, and periodically present it to the Governing Board for ratification and approval.”

Stephen B. Rockoff
CHAIRMAN

Kevin L. Baker
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

Clinton R. Yerkes
BOARD MEMBER

Regarding revisions to Section 1.2 Equal Opportunity Policy Statement and Section 1.4 Non-Discrimination and Anti-Harassment Policy: Our existing Personnel Policies and Procedures include the following statement *“It is the policy of the District to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, religion, gender, pregnancy, sexual orientation, gender identity or expression, national origin, age, disability, genetic information, marital status, familial status, ancestry, status as a covered veteran, or any other category protected by applicable local, state, or federal law.”*. In December, I was asked why “gender expression”, “familial status”, and “ancestry” were included as protected classes in our policy because these terms were not specifically written or defined in existing federal or state law.

As explained by the US Department of Justice’s Civil Rights Division, the federal law known as [Title VII of the Civil Rights Act of 1964](#) (Title VII) makes it unlawful for an employer to discriminate against someone because of: race; color; religion; sex (including pregnancy, childbirth, and related conditions, sexual orientation, and gender identity); or national origin. It is worth noting that “gender expression” is not listed as a specific, protected class, though “gender expression” has been interpreted by the courts, including the Supreme Court ([2020 Bostock v. Clayton County, Georgia](#)), to be included in the definition of “sex”, which is included in Title VII. If the Board is seeking to have our Personnel Policies precisely match the written language in federal and state statutes, then it would seem permissible to remove “gender expression” from these policies.

“Ancestry” is a colloquial term that may help employees understand “national origin”. While “national origin” is listed in Title VII, “ancestry” is not. So, similar logic could be applied to justify removal of “ancestry” from these policies. For additional reading, see US Equal Employment Opportunity Commission’s [Fact Sheet: National Origin Discrimination](#).

Finally, “familial status” was included in our policies because this protected class is listed in the Palm Beach County Ordinance Section 2-311 as a category for which an employer may not discriminate against an employee. Because the Loxahatchee River District is an independent, multi-county special district of the state of Florida, it may be argued that we do not fall under the legal jurisdiction of PBC Ordinance Section 2-311. Therefore, if the Board is seeking to have our Personnel Policies precisely match federal and state statutes, then it would seem permissible to remove specific references to locally defined protected categories, such as “familial status,” from these policies.

Regarding revisions to Section 4.7.I. Military Leave: This policy has been revised as follows.

- A. Training leave has two minor suggested revisions that make it clear this leave is paid leave and does not rely on vacation or sick leave.
- B. Active-duty leave has been revised to clearly identify three periods (initial 30 days, second 30 days, and beyond 60 days).
 - a. The initial 30 days of active-duty assignment is paid leave (statutory requirement).
 - b. During the second thirty days of active-duty leave (i.e., days 31 through 60), employees will receive partial supplemental pay to bring their base military pay equal to their base LRD pay at the time they were called to active military duty.
 - c. During the active military duty beyond 60 days, employees will be permitted to use their accrued vacation leave to supplement their base military pay, so that it is equal to their base LRD pay at the time they were called to active military duty.

Regarding revisions to 4.8. Workers' Compensation: This policy has been revised to clarify that an injured worker will be paid up to 8 hours of Administrative Leave on the day of an accident to cover their absence immediately following the accident. Also, we have revised this policy to provide up to 40 hours of paid administrative leave to be used during the first seven calendar days following an injury. Thus, injured employees will no longer need to use accrued sick leave or vacation leave to maintain their pay during the initial seven days following a workplace injury. Finally, we have revised the policy to require affected employees to reimburse the District to the extent Workers Compensation pays their wages during the first seven days following the accident.

In the face of a very tight labor market, the proposed revisions to Military Leave and Workers Compensation Policies will help the District maintain a highly qualified and competent team, which is required to achieve our mission and vision.

The proposed policy revisions are shown on the following pages using track changes.



Loxahatchee River District's Personnel Policies & Procedures

Issue Date: January 1, 1994

Date of Last Revision: 2/15/2024~~12/14/2023~~

1. EMPLOYMENT POLICIES

1.1. Individuals and Conduct Covered

These policies apply to all applicants and employees, and prohibit harassment, discrimination, and retaliation, whether engaged in by fellow employees, by a supervisor or manager, or by someone not directly connected to the Loxahatchee River District (e.g., an outside vendor, consultant, or customer).

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings, and business-related social events.

1.2. Equal Employment Opportunity Policy Statement

Equal Employment Opportunity has been, and will continue to be, a fundamental principle at the District, where employment is based upon personal capabilities and qualifications without discrimination because of race, color, religion, gender, sex (including pregnancy, gender identity, and sexual orientation), national origin, age, disability, genetic information, marital status, or status as a covered veteran in accordance with applicable federal, state, and local laws. Additionally, the District does not discriminate based upon the knowledge or belief that the individual has taken a human immunodeficiency virus test, or the results or perceived results of such test, or based on the sickle-cell trait. To be clear, the District prohibits harassment and discrimination based on any category protected by applicable local, state, or federal law. Thus, all personnel decisions must be made without prejudice or discrimination in accordance with the principles of equal employment opportunity.
~~Equal Employment Opportunity has been, and will continue to be, a fundamental principle at the District, where employment is based upon personal capabilities and qualifications without discrimination because of race, color, religion, gender, pregnancy, sexual orientation, gender identity or expression, age, national origin, disability, genetic information, marital status, familial status, ancestry or status as a covered veteran in accordance with applicable federal, state, and local laws. Additionally, the District does not discriminate based upon the knowledge or belief that the individual has taken a human immunodeficiency virus test, or the results or perceived results of such test, or based on the sickle-cell trait. To be clear, the District prohibits harassment and discrimination based on any category protected by applicable local, state, or federal law.~~

This Equal Employment Opportunity policy applies to all policies and procedures relating to recruitment, hiring, compensation, benefits, termination, placement, promotion, layoff, recall, transfer, leaves of absence, and training.

Human Resources has overall responsibility for this policy and will maintain reporting and monitoring procedures. Employees' questions or concerns should be referred to Human Resources. Appropriate disciplinary action may be taken against any employee violating this policy, up to and including termination.

1.3. Civility Policy

All employees are expected to treat each other, our customers, and the public with respect, consideration, and civility. Intimidating, rude, discourteous, demeaning, threatening, vulgar, or violent behaviors depart from the standard for civility and respect. These behaviors have no place in the workplace. Employees who violate this policy are subject to disciplinary action, up to and

including termination.

1.4. Non-Discrimination and Anti-Harassment Policy

The Loxahatchee River District is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, including harassment. Therefore, the District expects that all relationships among persons in the workplace will be business-like and free of bias, prejudice, and harassment.

It is the policy of the District to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, religion, gender, sex (including pregnancy, gender identity, and sexual orientation), national origin, age, disability, genetic information, marital status, status as a covered veteran, or any other category protected by applicable local, state, or federal law. The District strictly prohibits any such discrimination or harassment. Employees who violate this policy are subject to disciplinary action, up to and including termination. ~~It is the policy of the District to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, religion, gender, pregnancy, sexual orientation, gender identity or expression, national origin, age, disability, genetic information, marital status, familial status, ancestry, status as a covered veteran, or any other category protected by applicable local, state, or federal law. The District strictly prohibits any such discrimination or harassment. Employees who violate this policy are subject to disciplinary action, up to and including termination.~~

1.4.A. Definitions of Harassment

Sexual harassment constitutes discrimination and is illegal under federal, state and local laws. For the purposes of this policy, sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when, for example: (i) submission to such conduct is made either explicitly or implicitly a term of condition of an individual's employment; (ii) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (iii) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include, but are not limited to: unwanted sexual advances or requests for sexual favors, sexual jokes and innuendo, verbal abuse of a sexual nature, commentary about an individual's body, sexual prowess, or sexual deficiencies, leering, catcalls, or touching, insulting or obscene comments or gestures, display or circulation in the workplace of sexually suggestive objects or pictures (including through e-mail, cell phones, cameras, and texts), and other physical, verbal, or visual conduct of a sexual nature. Sex-based harassment, that is harassment not involving sexual activity or language, may also constitute discrimination if it is severe or pervasive and directed at employees because of their sex.

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal, written, physical, visual, photos, or conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, national origin, age, disability or any other characteristic protected by law or that of his/her relatives, friends or associates and that: (i) has the purpose or effect of creating an intimidating, hostile or offensive

or to a similar available position for which the employee is qualified. However, the District cannot guarantee reinstatement.

Exempt Employees requiring vacation, sick, or personal time-off to cover an unpaid Personal Leave of Absence must turn in a notice to either their immediate Division Director or the Executive Director (whichever is applicable) if the required time off is for a full day (i.e., 8 hours) or more. Exempt employees are not required to submit a notice for periods less than a full day.

The District reserves the right, in its sole discretion, to deny or limit Personal Leave of Absence if the requested Personal Leave will cause an impact on District business, staffing, District operations, or for any other reason.

If an employee fails to report to work promptly at the expiration of the approved Personal Leave of Absence, the District will consider that the employee has voluntarily resigned in accordance with the District's Attendance Policy.

Continuing Benefit Plan Coverage: While on a personal unpaid leave of absence, employee's medical coverage will end on the 1st day of the month following the start of such leave subject to the terms, conditions, and limitations of the applicable plans. Employees will have the opportunity of continuing their benefits for a maximum period of 18 months by paying the monthly premiums as required by COBRA legislation. Unemployment Insurance benefits cannot be collected while on a leave of absence without pay.

Salary Action: While an employee is taking an approved Unpaid Personal Leave of absence, the evaluation period will extend compared to the amount of unpaid Personal Leave taken.

Performance Appraisal: The length of the leave will extend the normal performance appraisal date of an employee on an unpaid leave of absence.

Accrual of Sick and Vacation: During the unpaid leave of absence, the employee will not earn any sick or vacation time.

Returning/Not Returning From a Leave: Due to the 24 hours a day, 7 days a week, 365 days a year nature of the District's business, the District cannot guarantee either that an employee's job will remain available or that a comparable position will exist when return from an unpaid leave is sought. When an employee is ready to return from a leave of absence without pay, the District will attempt to reinstate the employee to employee's former position or to one with similar responsibilities.

An employee who returns to work following an unpaid leave will be considered as having continuous service. If an employee does not return from an unpaid leave of absence, the termination date is the last day of the authorized leave period or the date the employee notifies employee's supervisor that employee is not returning, whichever is sooner. Such employees may be considered for reemployment.

4.7.I. Military Leave

An employee who is a member of the United States Army, Navy, Air Force, Marines, Coast Guard, National Guard, or Reserves will be granted paid or unpaid leave of absence for military service, training, or related obligations in accordance with applicable law.

Training: All commissioned reserve officers or reserve enlisted personnel in the United States military or naval service or members of the National Guard will receive a leave of absence without

loss of vacation leave, pay, time or efficiency rating, on all days during which they are engaged in training ordered under the provisions of the United States military or naval training regulations when assigned to active or inactive duty. In any one annual period, such paid leaves of absence must not exceed 240 working hours provided that leaves of absence for additional or longer periods of time for assignment to duty functions of a military character will be granted without pay and without loss of time or efficiency rating.

Active-Duty Assignments:

First 30 days (paid): All officers or enlisted personnel in the National Guard or a reserve component of the Armed Forces of the United States who are granted leave to perform active military service will receive their full pay for the first 30 days of any such leave.

All members of the Florida National Guard who are granted leave to engage in active state duty for a named event, declared disaster, or operation pursuant to Florida Statute Sections 250.28 or 252.36, will receive their full pay for the first 30 days.

These payments support the public health, safety, and welfare by ensuring local military families employed by the District are assisted during the initial transition to active duty. The leave of absence with full pay must not exceed 30 days for each emergency or disaster. Additionally, under Florida law, National Guard Members called to active state duty may not be discharged from employment for a period of one (1) year after the date the employee returns to work, except for cause.

Day 31 – Day 60 (partial supplemented pay): Employees on military leave in excess of 30 days shall be paid an amount necessary to bring their total base compensation, inclusive of their base military pay, to the level earned at the time they were called to active military duty.

Day 61 through return to work (vacation leave use as supplement): After 60 days of military leave, employees may substitute their accrued vacation time in an amount necessary to bring their total base compensation, inclusive of their base military pay, to the level earned at the time they were called to active military duty.

Benefits: The District will continue to pay the eligible employee's portion of health, dental and life insurance premiums and the District's pension contribution while the employee is on military leave for up to 30 days. If an employee has dependent insurance coverage, the employee must make arrangements with the Finance Department for payment of associated premiums. The employee will also be responsible for making arrangements for any other benefit premium or other deduction (example: deferred compensation contribution, voluntary supplemental benefits, etc.). For military leaves of more than 30 days, an employee may elect to continue such coverage under COBRA or Uniformed Services Employment and Reemployment Rights Act of 1994 and is required to pay the full premium for such continuation of coverage.

Notice of Leave: Employees seeking to invoke military leave must provide advance notice to the District unless such notice is precluded by military necessity or otherwise impossible or unreasonable as interpreted under applicable law.

Documentation of Leave: Employees on military leave for periods of more than 30 days must provide the District with such documentation that can be used to establish the employee's basic eligibility for protection under the Uniformed Services Employment and Reemployment Rights Act of 1994. If the employee is unable to provide satisfactory documentation of military service in excess of 30 days, the District reserves the right to contact the military unit with assistance from

the employee to obtain such documentation.

Reinstatement After Leave: Employees on military Leave will be reinstated with the District in accordance with applicable State and Federal Laws.

Failure to Return After Military Leave: If an employee on Military Leave does not return to employment with the District following said military leave, any vacation or sick time accrued while on military leave will be subtracted before any allowable payment of any benefits is made in accordance with other provisions of these rules and regulations regarding payment of leave balances upon separation from employment.

4.7.J. Domestic Violence Leave

Eligible employees will be granted up to three (3) days of unpaid Domestic Violence Leave in any twelve (12) month period, measured forward from the first date domestic violence leave is used, according to Section 741.313, Florida Statutes, as amended from time to time. The District will not discriminate against an employee for exercising rights under this policy.

Domestic Violence means any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, or any criminal offense resulting in physical injury or death of one family or household member by another family or household member. Domestic violence also means any crime the underlying factual basis of which has been found by a court to include an act of domestic violence.

Family or Household Member means spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as a family, and persons who are parents of a child in common regardless of whether they have been married. Except for persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same dwelling unit.

Employees may be permitted to use the leave for:

1. Seeking an injunction for protection against domestic, repeat, dating, or sexual violence;
2. Obtaining medical care or mental health counseling for the employee and/or family/household member to address physical or psychological injuries resulting from the domestic violence;
3. Obtaining services from a victim-services organization as a result of the act of domestic violence;
4. Making the employee's home secure from the perpetrator of domestic violence, or to seek new housing to escape the perpetrator; or
5. Seeking legal assistance or to attend and prepare for court-related proceedings arising from the act of domestic violence.

Notice: Except in cases of imminent danger to the health or safety of the employee, or to the health or safety of a family household member, an employee must provide notice to Human Resources as soon as possible after the employee learns of the need for the leave. If the leave is foreseeable, such as court dates, the employee must provide thirty (30) days' notice. The request for leave must be accompanied with sufficient documentation of the act of domestic violence, if applicable. Employees who have obtained a restraining order may notify human resources.

Eligibility: To be eligible for Domestic Violence Leave, an employee must have been employed by the District for three (3) or more months. Domestic Violence Leave will be granted if the employee or a family or household member of the employee is the victim of domestic violence and provides sufficient notice and documentation regarding same.

An employee seeking leave under this section must exhaust all vacation and sick time available before receiving the leave.

4.8. Workers' Compensation

In accordance with the state and federal requirements of the Workers' Compensation Act, the District provides insurance to protect employees against financial loss due to personal injury and some occupational illnesses arising out of and in the course of employment at the District. For detailed information concerning supervisor responsibilities regarding accident prevention and reporting, please contact Human Resources.

Where a workplace accident or illness also results in a serious health condition as defined by the FMLA policy, the employee's leave of absence under Worker's Compensation and FMLA will run concurrently.

The District has a strict policy requiring all incidents to be reported immediately after any necessary medical attention is provided. An incident is defined as an unplanned, undesired work-related event that may cause injury, illness, or property damage, or a combination of all three. Incident severity may range from minor to catastrophic. A Near Miss is an unplanned event that did not result in injury, illness, or damage, but had the potential to do so. Therefore, if an employee is injured while working, the employee must notify their supervisor and the District Safety Officer immediately and complete an Employee's Report of Incident Form within 24 hours of the incident.

Wage Replacement and Medical Benefits: An employee who is absent 8 calendar days as the result of an accident or illness deemed to be work related, is eligible for wage replacement benefits from the 8th full day of absence due to injury or illness. When an employee is out more than 20 calendar days, the benefits are paid back to the first full day of disability.

The maximum wage replacement benefit for injured employees who lose time for work is 66 2/3% of the employee's average weekly wages. In all compensation cases, payment for adequate and reasonable medical and hospital services as mandated by the Workers' Compensation Act of Florida is also provided.

Supplemental District Payments: The District ~~may~~shall make the following supplemental payments to employees absent from work due to a Workers Compensation injury or illness:

- Day of Injury: The District provides employees with up to 8 hours of Paid Administrative Leave to cover an employee's absence due to a work-related injury suffered by the employee that same day.
- First 7 Calendar Days After Day of Injury: The District provides employees with up to 40 hours of Paid Administrative Leave to cover an employee's absence immediately following the occurrence of a work-related injury, provided the medical necessity for the absence is supported in writing by a health care provider. ~~If an employee is absent~~

~~for less than a 40-hour workweek required to assure wage replacement benefits, the District may pay the employee his or her base weekly gross salary through accrued paid time off (sick then vacation).~~

- 8 Calendar Days or more After Day of Injury: If an employee is absent for eight or more calendar days, Workers' Compensation wage replacement benefits will begin and will compensate lost wages up to 66 2/3% of their Average Weekly Wage (AWW). The AWW is based on the prior 13 weeks before the date of injury. The District will allow employees to supplement up to 33 1/3% of their accumulated sick then vacation to make up the difference when the injury/illness also qualifies as a serious health condition under FMLA. The supervisor will report the time as deductions from sick then vacation. This benefit will not pay over 100% of the employee's total regular wages.
- 20 Calendar Days or More After Day of Injury: ~~The District wants to assure uninterrupted salary payments to the employee. Because there may be administrative delays before the employee actually receives wage replacement benefits for the first 40 hours, sick balances will be charged to cover these days of absence. If you are out more than 20 calendar days from the day of accident,~~ Workers Compensation will pay the employee for the initial 40 hours from the first week ~~of accident~~ after the day of injury. Because the District paid the employee the first 40 hours of absence through Paid Administrative Leave, the employee must return this amount to the District's Payroll Office, either by endorsement of the wage replacement check, or by future payroll deduction.

Accrual of Vacation and Sick Time: An employee who is absent from work as the result of an occupational injury or illness, and who is receiving Workers' Compensation insurance payments, will accrue sick/vacation based on the portion of hours paid by the District. No increments of sick/vacation will accrue for any pay week which includes three or more days of leave of absence without pay.

Payment of Holiday Pay: An employee will be paid for a holiday which falls during a period of absence due to an occupational injury or illness only if he or she is supplementing his or her wage replacement benefits with sick/vacation time. In this event, the portion of supplemental pay normally charged to sick/vacation time will be charged to holiday pay.

Continuation of Benefits: Certain District benefits may be maintained for a limited period of time provided the employee makes arrangements with Human Resources and/or Payroll to continue the appropriate contributions to the plans.

Review of Employment Status: In cases of prolonged absence due to a Workers Compensation illness or injury, the employment status of the employee will be reviewed periodically. The District will be in constant contact with the Workers Compensation representative and the employee to stay current on the status of the employee. The District will make every reasonable effort to accommodate the employee to come back to work as long as the accommodation does not cause undue hardship to the District. All state and federal regulations concerning Worker's Compensation, FMLA, and ADA laws will be followed.

4.9. Pregnancy-Related Absences



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D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

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MEMORANDUM

TO: GOVERNING BOARD
FROM: D. ALBREY ARRINGTON, Ph.D.
DATE: FEBRUARY 9, 2024
SUBJECT: RULE 31-10 RATES, FEES, & CHARGES – RATE STUDY

It is time to discuss our annual Rate Study in which LRD staff identifies future costs and drafts a rate structure to accommodate those expected expenditures. Fundamental drivers of this effort are major planned projects, projected cost increases (i.e., inflation, staffing), and projected revenue. This process is guided by our mutual objectives to achieve operational excellence (e.g., system reliability, satisfied customers, quality and engaged workforce) and maintain a reasonable rate structure.

The annual Rate Study Model is a spreadsheet model we use to assess the long-term fiscal position of LRD. The model uses an annual time step and includes terms for customer growth (i.e., development), and the model has explicit terms for operational and capital revenues and expenses. The Rate Study Model provides useful estimates of future financial conditions and is the basis for proposed rates, fees, and charges.

In 2022, our Rate Study Model was comprehensively assessed by Raftelis Financial Consultants, Inc. (Raftelis), and they performed a five-year financial forecast of utility operations and analysis of our rates, fees, and charges. Raftelis concluded that the District's Rate Study Model was sound, our associated process was effective, and the District was in strong financial condition. They also indicated that the pace at which the District completes major capital projects will have a direct impact on when we might need to borrow funds to continue to achieve our long-term capital plan.

On the following pages you will find a comprehensive summary of the assumptions included in this year's Rate Study. The final page includes a high-level summary of the proposed FY2025 to FY2029 Capital Improvement Plan. The intent of providing this memorandum and the associated information to the Governing Board and the public is to facilitate an understanding of our current financial position, anticipated revenues and operating expenses, and planned capital projects and costs. Of course, as we look further into the future, our vision becomes cloudier and should be taken as such. Nonetheless, the process of developing this financial plan is indispensable to sound financial management.

No action is needed this month. I look forward to the Board's meaningful discussions around the key elements of our Capital Improvement Plan and anticipated rate increases. Next month, staff anticipate returning with necessary revisions to address comments and concerns raised by the Board, and a suggested motion for the Board will take action to approve of revisions to Chapter 31-10 Rates, Fees, and Charges, which is attached following this memo.

Stephen B. Rockoff
CHAIRMAN

Kevin L. Baker
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

Clinton R. Yerkes
BOARD MEMBER

This year, the Rate Study is based on the following general assumptions:

1. Revenue from Quarterly Service Charges – Given the lack of developable land in our service area, increases in quarterly sewer revenue are anticipated to be driven, not by growth in customers, but by rate increases. District Rule 31-10 currently includes scheduled rate increases of 3% for this year and the following 3 years. I propose leaving the rate increases as published in Chapter 31-10 and add a 3% rate increase for year 5 (effective April 1, 2028). Our existing cash reserves afford us the opportunity to maintain the currently projected rates if the Board so desires.
2. Revenue from New Development (Plant and Line Charges) – these revenues are paid by new customers (i.e., new development) and represent the proportional cost of existing infrastructure needed to serve new customers (i.e., a new home connecting to the sewer system pays for the tiny fraction of the wastewater treatment facility needed to accommodate their wastewater). Last year, following the Raftelis report, we tied these rates to the Engineering News Record Construction Cost Index published in the February edition of each year, which is 2.6% this year.
3. Service Availability Standby (SAS) Revenue – projected to continue a slow, gradual decline, which has been occurring as our service area nears built-out conditions.
4. IQ Water Revenue – our IQ revenues are relatively stable at \$2.4 million per year. Given constraints on the availability of reclaimed water, we do not anticipate entering into any new IQ Water contracts. Thus, increases in IQ Water revenues will be tied directly to rate increases, which would be affected by cost increases. Also, we have informed the Town of Jupiter that we do not want to renew the existing agreement that governs their nano concentrate, which we currently blend with our IQ Water or dispose of down our deep injection well when necessary. The current agreement expires in 2026.
5. Miscellaneous Revenues – over the past 5 years, we have averaged \$589,000 per year in miscellaneous revenues. These revenues originate from grant funds (e.g., LRPI grants), cell tower lease, estoppel fees, and sale of surplus equipment. We expect these revenues to remain relatively stable.
6. Interest Revenue – we receive two sources of interest revenue: (a) interest on assessments, which is fixed at the time the assessment is levied, and (b) interest on investments, which fluctuate with market conditions. As of 2/7/2024, 1 month US Treasury rates were 5.47% and 6 month Treasury rates were 5.23%. As shown in Kara's report this month, our average weighted rate of return on investments is 4.34%. While many have been projecting a rapid decline in interest rates, it is my opinion that high interest rates will be more durable than previously expected. I am projecting interest rates paid on our investments will return to 3% by 2028.
7. Operating Expenses – we anticipate a 3.5% increase in budgeted operating expenses between FY2024 and FY2025. Certain prices are declining, but certain services and the labor market have remained surprisingly tight, which impact our operating expenses. In FY2026 and subsequent years we anticipate inflationary pressures to hover around 3.0% per year.

8. Capital Improvement Projects – The remainder of this memo provides a categorical summary of the proposed Rate Study, which is based upon the FY2024 to FY2028 Capital Improvement Plan (see table below). This is the same format we provided last year. It is intended to facilitate the Board's understanding of forthcoming significant capital investments staff have identified as desired and/or needed. Below, my intent is to specifically discuss any single item or project that is expected to cost \$200,000 or more:

- A. Buildings – Next year we plan on spending \$100k to repurpose the old BWS Discovery Center for use by Engineering. Over the next two years, \$1 million is anticipated for design and construction of a new maintenance facility, and \$625,000 is anticipated for design and construction of a new warehouse building. Both buildings are assumed to be metal buildings rated for hurricanes.
- B. Infrastructure Improvements (not buildings) – Staff have included \$800,000 in FY2025 for remediation of the 20 acres. These funds are budgeted under Treatment and Disposal, because the remediation is occurring as a consequence of using this property as the effluent disposal point from 1975 through 1986. \$350,000 is anticipated in FY2025 for comprehensive rehabilitation of A Structure and B Structure. Both are key structures involved in management of reclaimed water flowing to our storage lakes. \$150k is anticipated for rehabilitation of the internal liner at our headworks structure.
- C. Machinery and Equipment – Spending in this category is projected to average \$1.6 million per year over the next five years. These funds are targeted to replace and improve a diversity of critical tools used by District staff, including heavy equipment (replacement front end loader), lift station pumps, IQ Water pumps and motors, portable generators, and updated aerbay process blowers and controls, programmable logic controllers, and IT security improvements.
- D. Vehicles – rehabilitating vehicles is anticipated to cost an average of \$311,667 per year over the next 5 years. We anticipate replacing one vacuum truck, our most expensive vehicle with an anticipated cost of \$450,000) in FY2029. F550 crane trucks are estimated to cost \$160,000, and we anticipate replacing four over the next 5 years.
- E. Public Education – For the 5-year period of this rate study, we have included \$250,000 for demo and renovations of Unit H (summer camp house) at Bureau of Land Management's Jupiter Inlet Lighthouse Outstanding Natural Area, and \$200,000 for construction of parking facilities, a chickee hut and nature trails at the 20 acres (\$100,000 of this amount will be refunded via a grant from the legislature via the Loxahatchee River Preservation Initiative). BLM is seeking funds to renovate Unit I (northern house).
- F. Neighborhood Sewering – With the completion of our scheduled neighborhood sewerage projects, the Rate Study only includes minimal funds necessary to address sewerage of remnant areas as they become available. Should the Board desire to initiate neighborhood sewerage of unscheduled areas, i.e., west of I-95, we would need to revamp these projections.

- G. Lift Stations – We are projecting two major capital projects to improve our lift stations over the next 5 years. The first is projected to cost \$500,000 per year and will result in systematic rehabilitation of our lift stations. This work is driven by ongoing lift station assessments, and each budget year our efforts will be focused on those stations deemed most in need of renewal. The second project will comprehensively replace the control panel and associated appurtenances and add telemetry at 34 lift stations. Our consultant has estimated this work will cost \$5.5 million and we have spread that work over the next five years. Staff believe this cost estimate is overly conservative, and we will be working over the coming months to revise this value.
- H. Gravity System – We anticipate approximately \$2.2 million per year over the next 5 years as we continue to rehabilitate our aging collection system (gravity laterals, gravity mains, and manholes). This includes \$1 million for lining of gravity mains, \$6.5 million for lining service laterals, and \$2 million for rehabilitation of the gravity system serving the master lift station. Staff are confident that these systematic investments in system reliability will decrease long term costs by minimizing very costly emergency point repairs.
- I. Force Main – Over the next 5 years, staff have projected an average expenditure of \$3.8 million per year to upgrade and improve resiliency of our wastewater transmission system (i.e., force mains). Such efforts include minimizing the number of pump stations that re-pump wastewater, adding redundancy (where feasible) to our force main network, testing, and rehabilitating aging force main infrastructure. Specific projects include (A) construct a new Loxahatchee River subaqueous force main (\$1.7 million); (B) replace the force main that parallels Old Dixie Highway (\$4.5 million) because we believe the north and south extensions of the proposed new Loxahatchee River subaqueous crossing has similar issues to the subaqueous force main which was taken out of service; (C) beginning in year 3 systematic investments in new transmission system resiliency projects to address known and assumed limitations or weaknesses in our transmission system (\$8 million in the 5-year rate study period); (D) evaluate our 30-inch force main between the master lift station and headworks; (E) force main valve replacements at \$525k over 5 years. These projects carry very large costs given the nature and criticality of the infrastructure and the uncertainty currently surrounding the work. As staff refine the specific project scopes, these project costs will be significantly refined.
- J. Permanent Generators – We have anticipated approximately \$900,000 in costs over 5 years to continue to add permanent generators at critical sewage pumping stations (e.g., Lift Station 50) and rehabilitate aging permanent generators at lift stations.
- K. Telemetry – The contract to add telemetry to the majority of our wastewater pumping stations was executed in May 2022 and we anticipate it being completed this fiscal year.
- L. Operations General Site Improvements – Staff do not anticipate any such projects exceeding \$200,000 over the next 5 years.
- M. Treatment and Disposal – Over the next 5 years, staff anticipate an average expenditure of approximately \$700,000 per year to rehabilitate various systems in our water

reclamation facility (e.g., clarifier #4, electrical system upgrades, replacement of fine bubble diffusers, and nutrient removal and/or disinfection upgrades are projected in year 5).

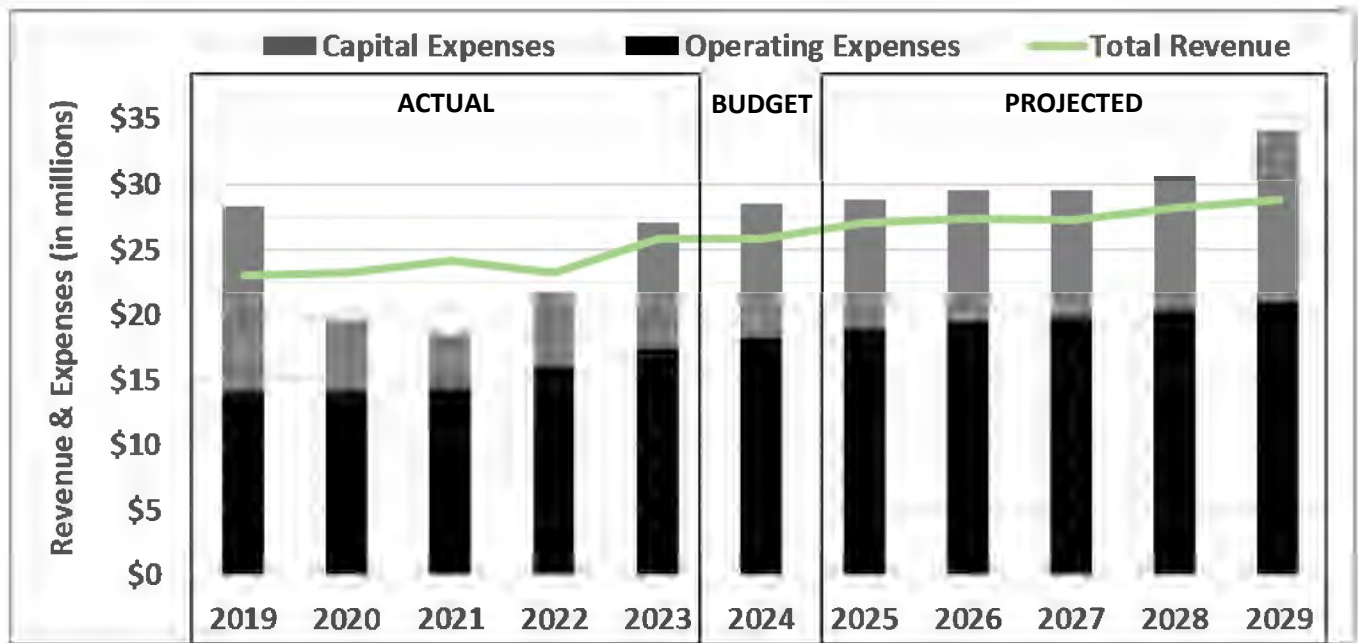
- N. Reuse – Major planned projects include relocate our IQ Water force main located on County Line Rd bridge (\$500,000), evaluation and improvements to IQ Water metering systems (\$550,000 over the next 3 years), rehabilitation of our IQ Water pumps (\$850,000 over the next 5 years), and evaluation and rehabilitation of our IQ Water panels, instrumentation, and controls (\$1 million).
- O. Biosolids – See the discussion below regarding continuation of our joint venture with SWA's Biosolids Processing Facility. We are currently awaiting a report from our consulting engineers on improvements that are needed within our on-site biosolids storage and treatment facilities, and our current cost estimate for this work is \$2.75 million, which would likely be incurred between FY2025 and FY2027.

In addition to the items currently in our draft 5-Year Capital Improvement Plan, staff have identified the following large cost items that potentially could be incorporated into our planned capital projects. Mr. Dean has distributed technical reports providing a technical assessment of each project. Here, we provide our assumption regarding incorporation of these projects into the Rate Study as planned capital projects. These projects include:

- I. **Biosolids Processing and Recycling Facility** – In 2005, the District entered into an interlocal agreement with the Solid Waste Authority (SWA) to fund a portion of the cost to design, build, and operate the SWA Biosolids Processing and Recycling Facility (BPF). The District owns 8.96% of the facility's total capacity. The District's capital costs to date for the facility equal \$3,470,172. The interlocal agreement terminates on August 9, 2029, and the agreement stipulates that at least five years before the termination date the partners must agree to continue operating the facility (anticipate capital costs to rehabilitate and upgrade the facility) or decommission the facility (anticipate costs to demo the facility and costs to design, permit, construct, and startup a new facility). No later than March 29, 2024, the SWA has requested our written response confirming our desire to (A) continue operation of the BPF beyond August 9, 2029 or (B) discontinue operation of the BPF on August 9, 2029. Based on available information, LRD staff believe it is in our best interest to continue operation of the BPF beyond August 9, 2029. So, LRD staff have adjusted the Rate Study to include \$2.75 million in capital costs spread across FY2030, FY2031, and FY2032 associated with continued operation of the BPF, which will include renewing existing equipment and facilities and constructing new facilities. There are significant uncertainties and assumptions that are inherent to these cost estimates, but maintaining a reliable and effective disposal mechanism for our biosolids is an absolute necessity. LRD staff will be engaged throughout the life of this project looking for cost-effective options and solutions.

- II. **New Deep Injection Well or Aquifer Storage and Recovery (ASR) Well** - In accordance with Kara's monthly financial reports, we have designated \$11.5 million towards a new deep injection well (see pie chart in Kara's monthly financial report). Recent assessments of our existing injection well show no meaningful signs of degradation or lack of performance. We perform these permit-required technical assessments every 2.5 years, and staff believe it is reasonable and prudent to schedule design, permitting, and construction of a New Deep Injection Well 6 to 8 years into the future. Staff will evaluate this schedule annually using data collected from our ongoing monitoring of the Deep Injection Well System (e.g., wellhead pressures) and each subsequent permit-required assessment (e.g., 2026, 2028). As soon as the mechanical integrity of the Deep Injection Well System comes into question, staff will begin the replacement process, which will likely take 5 years to have a new, fully functional well in service. The outcome of all this, relative to the Rate Study, is that the deep injection well funds can be reassigned to meet other capital cost demands in the near term, or we can continue to earmark these funds for the future deep well. Engineering estimates suggest a new injection well will cost approximately \$16 million, so staff assume we will borrow some amount of funds to complete construction of a new deep injection well when the project begins moving forward. Borrowing these funds means future rate payers will pay a larger share of these costs.
- III. **LRD Solar** – Holtz and Hazen have revised the 2017 Solar Evaluations Report and we have received detailed information from FPL regarding their SolarVantage program. Based on the information we have at this time, pursuing a large-scale solar installation at our reclaimed water facility does not appear justified based solely upon a cost benefit analysis. So, staff have not included the solar project in the current Rate Study. If the Board desires to pursue this project for non-monetary reasons, i.e., to reduce greenhouse gas emissions, this should be discussed among Board Members to provide direction to staff.
- IV. **Sodium Hypochlorite Conversion** - Holtz and Hazen produced a technical report assessing the potential value of converting our existing disinfection process to liquid sodium hypochlorite (i.e., bleach). They showed that such a conversion would eliminate certain regulatory requirements and would reduce certain known risks but would result in \$1.3 million in additional capital costs and ultimately \$2.61 million in additional costs in their 20-year net present worth analysis. Therefore, staff have determined staying the course with our existing, functional disinfection system is the preferred alternative. So, this project has not been added to the Rate Study.

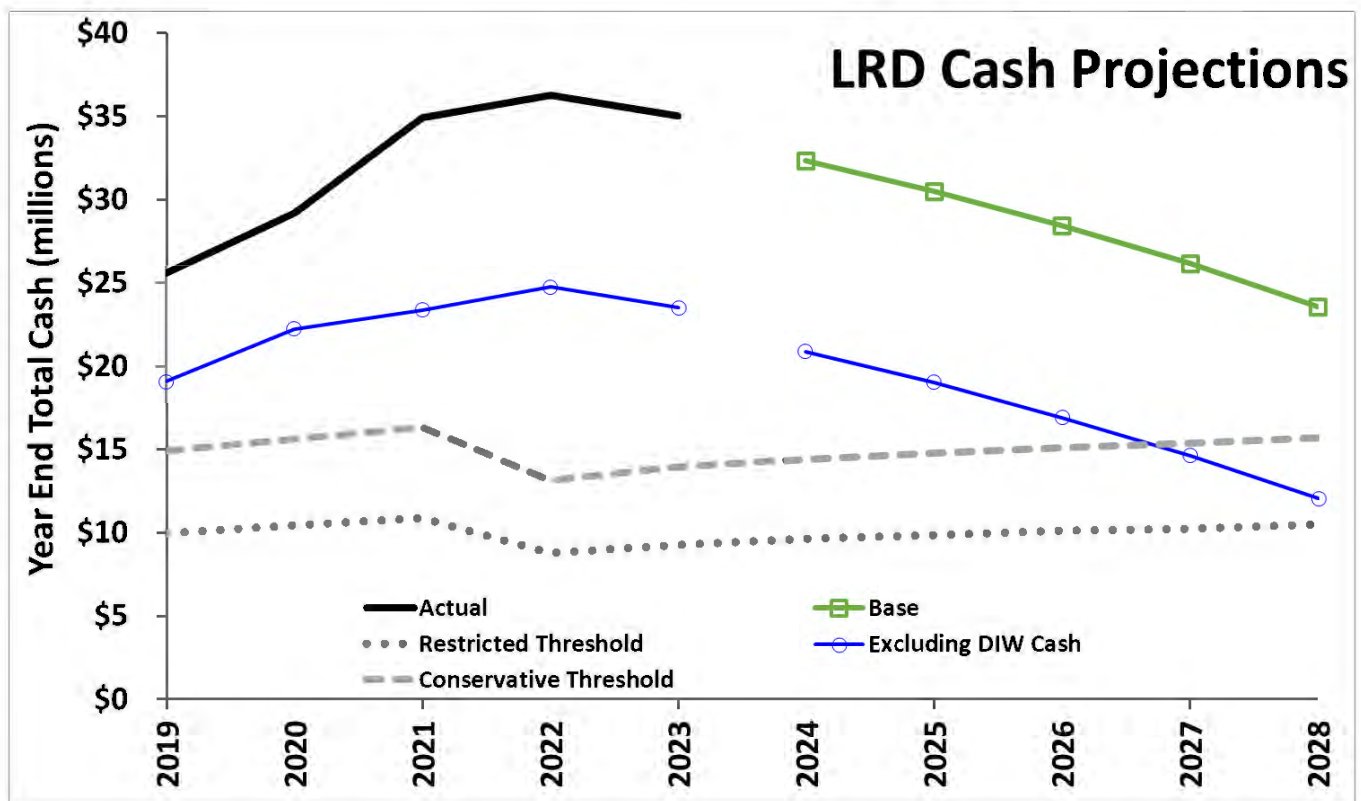
Debt – The District does not have any debt at this time; however, as we move forward with some of the larger projects in the rate study it is entirely conceivable that the District will need to take on some debt in the future to finance some of these major projects.



The chart above shows total annual revenues and expenses (operating + capital) by fiscal year. This chart shows when we have and are expected to experience deficit spending (i.e., years when annual expenses exceeded annual revenues) and when we have experienced surplus years (i.e., years when annual revenues exceeded annual expenses). In general, our capital spending often occurs in big chunks associated with major capital projects. We are predicting to experience deficit spending in the current budget and for the subsequent 5 years. This deficit spending can be maintained because of the amount of cash that we have accumulated (e.g., see Kara's finance memo).

If we are effective in implementing and achieving all projects in the Rate Study, we will see a significant decline in our available cash (see chart on following page). Alternatively, if our planned expenditures occur at a rate slower than projected, we will see our available cash balance sustained for a longer period. Given our history of slower than expected completion of capital projects, we believe the Rate Study projections are conservative. If we expect our past performance to continue (i.e., slower than expected implementation of capital projects; identification of lower-cost alternative projects; access to grant funds), then staff believe maintaining our current rates to be a reasonable path forward.

The attached draft of Chapter 31-10 Rates, Fees, and Charges maintains our existing rate increases and appends an additional year of 3% rate increases for the fifth year. Plant Connection Charges, Regional Transmission System Line Charges, and Administrative Charges shall increase (or decrease) based upon the annual increase (or decrease) in the Engineering News Record Construction Cost Index (ENR CCI) published in the February edition of each year, which equals 2.6% for February 2024. Also, all Subregional Line Charges shall be adjusted each April 1st based on the 10-Year Treasury Rate published by the US Department of Treasury on February 1st, which was 3.87% on 2/1/2024.



The revision downward of our Restricted and Conservative Threshold (cash reserve targets) in 2022 occurred because Raftelis recommended a renewal and replacement reserve balance of 1.5% of gross depreciable assets (roughly \$3.5 million), which was lower than our prior renewal and replacement reserve balance. Additionally, Raftelis recommended a minimum operating reserve of 120 days of revenues was established to provide adequate working capital and reserves for unforeseen operating expenditures.

Loxahatchee River District's FY2025 – FY2029 Capital Improvement Plan

	FY2025	FY2026	FY2027	FY2028	FY2029
80% of Total Capital is used in Rate Study Cash Projection Model (due to conservative nature of projected capital costs)	\$ 9,972,000	\$ 10,052,000	\$ 9,766,000	\$ 10,357,120	\$ 13,174,400
Total Projected Capital Costs =	\$ 12,465,000	\$ 12,565,000	\$ 12,207,500	\$ 12,946,400	\$ 16,468,000
Contingency	\$0	\$0	\$0	\$0	\$0
Land	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Buildings	\$350,000	\$1,375,000	\$0	\$0	\$0
Infrastructure Improvements (not buildings)	\$1,510,000	\$140,000	\$90,000	\$90,000	\$90,000
Machinery and Equipment	\$1,160,000	\$2,355,000	\$1,697,500	\$1,471,400	\$1,538,000
Vehicles	\$325,000	\$520,000	\$220,000	\$60,000	\$450,000
Construction in Progress	\$9,110,000	\$8,165,000	\$10,190,000	\$11,315,000	\$14,380,000
CIP - Exec/Finance/Lab/Cust Svc/IT/Const	\$0	\$0	\$0	\$0	\$0
CIP - Public Education	\$450,000	\$0	\$0	\$0	\$0
CIP - Master Planning	\$375,000	\$250,000	\$50,000	\$50,000	\$50,000
CIP - General Collection & Transmission	\$0	\$0	\$0	\$0	\$0
CIP - Neighborhood Sewering	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
CIP - Lift Station	\$1,175,000	\$1,150,000	\$1,125,000	\$3,125,000	\$3,025,000
CIP - Gravity System	\$2,300,000	\$1,600,000	\$2,050,000	\$1,800,000	\$3,300,000
CIP - Force Mains	\$2,750,000	\$2,505,000	\$5,205,000	\$5,205,000	\$5,205,000
CIP - LPSS	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
CIP - Permanent Generators	\$400,000	\$125,000	\$125,000	\$125,000	\$125,000
CIP - Telemetry	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000
CIP - Operations Planning Studies	\$0	\$0	\$0	\$0	\$0
CIP - Operations General Site Improvements	\$0	\$0	\$0	\$0	\$0
CIP - Treatment & Disposal	\$535,000	\$635,000	\$235,000	\$360,000	\$2,025,000
CIP - Reuse General	\$550,000	\$50,000	\$50,000	\$50,000	\$50,000
CIP - Reuse Pumping Stations	\$25,000	\$0	\$0	\$500,000	\$500,000
CIP - Reuse Mains	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
CIP - Reuse Telemetry/Metering/Controls	\$50,000	\$250,000	\$250,000	\$0	\$0
CIP - Biosolids	\$400,000	\$1,500,000	\$1,000,000	\$0	\$0

RULES
OF THE
LOXAHATCHEE RIVER
ENVIRONMENTAL CONTROL DISTRICT
CHAPTER 31-10
SCHEDULE OF RATES, FEES AND CHARGES
FOR THE USERS OF THE REGIONAL WASTEWATER SYSTEM

31-10.001	Definitions.
31-10.002	Residential Equivalent Connections.
31-10.003	Non-Residential Equivalent Connections.
31-10.004	Application for Sewer Service.
31-10.005	Plant Connection Charges, Regional Transmission System Line Charges, Administrative Charges, and Subregional Line Charges for Residential and Non-Residential Units.
31-10.006	Special Assessments
31-10.007	Quarterly Service Charges for Sewer Service.
31-10.008	Determination of Equivalent Connections.
31-10.009	Responsibility for Payment and Enforcement of Collections.
31-10.010	Payment of Certain Rates, Fees and Charges; Developer Agreement.
31-10.011	Connection to Sewer Required. (Repealed)
31-10.012	Exceptions to the Payment of Connection Charges.
31-10.013	Irrigation Quality Water User; Rates, Fees and Charges for Irrigation Quality Water Services; Irrigation Quality Water Agreements.
31-10.014	Low Pressure Pump Unit Delivery Procedures & Delivery Charge.
31-10.015	Termination/Abandonment of Easements – Application Fee.

31-10.001 Definitions.

When used in this Chapter the following terms are defined as follows.

(1) “Account” is the account for each property connected to the District’s sewer system established by the District. No more than one (1) account will be established per unique Property Control Number (PCN) as established by either Martin County or Palm Beach County, whichever is applicable.

(2) “Administrative Charge” is the charge paid for each Equivalent Connection to the Regional Wastewater System, to pay for administrative, legal, engineering, and inspection expenses associated with each new connection to the system. The Administrative Charge is due and payable before connection is made to the system and is not transferable or refundable.

(3) “Capital Cost” means the construction cost of regional transmission facilities plus an allowance for associated cost. Construction costs include, but are not limited to, the cost of installation of pipelines, special fittings, valves, pumps, appurtenances, and the cost of acquiring permanent and construction rights-of-way and easements. Allowances for associated costs include engineering services, legal, fiscal, contingencies, and administrative cost. In no event will the allowance for associated cost exceed twenty percent (25%) of the construction cost.

(4) “Delinquent Quarterly Service Charge for Sewer Service” is delinquent if not paid during the service period.

(5) “District” means the Loxahatchee River Environmental Control District, a separate local agency of government operating in accordance with Chapter 2021-249, Laws of Florida.

(6) “Equivalent Connections” or “E.C.” is a multiple factor determined by the amount of toilets (water closets) per individual residential and non-residential unit, the estimated public usage or average flow of wastewater per day, or a combination of the above which may be connected with or used by each parcel of land which may be connected with or used by the Regional Wastewater System, as more particularly set forth in Rules 31-10.002 and 31-10.003.

(7) “Estoppel Fee” means the charge to offset administrative and legal expenses associated with providing information to parties requesting the status in writing for justifiable reliance purposes as to rates, fees, and charges due to the District for a specific property. An Estoppel Fee is determined at \$30.00 per Estoppel letter provided by the District and may be changed from time to time in accordance with the law.

(8) “Governing Board” means the Governing Board of the Loxahatchee River Environmental Control District.

(9) “G.P.D.” means gallons per day.

(10) “Non-residential Unit” is a non-residential building or structure connected to the Regional Wastewater System including, but not limited to, hotels, motels and boarding houses, wholesale and retail businesses, professional offices, schools, warehouses (including each individual bay) and without limitation all other buildings and structures of a commercial, public, or quasi-public nature.

(11) “Owner” means the legal owner or owners of a property served by the District. By accepting sewage service from the District, all of the property owners of each parcel shall be jointly and severally liable to the District for all charges, rates, and fees incurred for each parcel. If requested by the Owner in writing, the District will submit its bills and other communications to an agent of the Owner such as a property owners or homeowners association manager, property manager, or other legally authorized representative of the Owner.

(12) “Plant Connection Charge” is the charge paid for each Equivalent Connection to the Regional Wastewater System, and credit for which shall run with and be appurtenant to the land. The Plant Connection Charge is due and payable before connection is made to the system and is not transferable. Excess Plant Connection Charge(s) may be refunded if owner demonstrates, in accordance with objective determinations of the District, that fully paid Plant Connection Charges will not be used. In no case shall Plant Connection Charge be refunded for a Residential or Non-residential Unit not connected within one (1) year of sewer being declared Available. Plant Connection Charges are determined as set forth in this rule and may be changed from time to time in accordance with the law.

(13) “Quarterly Service Availability Standby Charge” is the periodic charge for each Equivalent Connection, commencing upon the signing of a Standard Developer Agreement, and is computed at the rate of sixty-eight percent (68%) of the Quarterly Service Charge per Equivalent Connection as established by the Governing Board and amended from time to time.

(14) “Quarterly Service Charge” is the periodic charge for each Equivalent Connection when it is connected to the Regional Wastewater System or within one (1) year of the time the connection is Available, whichever occurs first, and shall be billed in advance. Quarterly Service Charges are established by the Governing Board and amended from time to time.

(15) “Regional Transmission Facility” means transmission lines, force mains, gravity interceptors, lift stations or pump stations that collect wastewater from two or more sub-regions and transport the wastewater to the District treatment plant. The size and location of the Regional Transmission Facility are described in the latest Transmission System Master Plan as amended.

(16) “Regional Transmission System Line Charge” is the charge paid for each Equivalent Connection to the Regional Wastewater System, and credit for which shall run with and be appurtenant to the land. The Regional Transmission System Line Charge is due and payable before connection is made to the system and is not transferable. Regional Transmission System Line Charge may be refunded if owner demonstrates, in accordance with objective determinations of the District, that fully paid Regional Transmission System Line Charge will not be used.

(17) “Regional Wastewater System” means any plant, facility or property; and additional extensions and improvements having the capacity for current or future use in connection with the collection, transmission, treatment, purification or disposal of sewage of any nature or originating from any source, including industrial wastes resulting from any processes of industry, manufacture, trade or business, or from the development of any natural resources. The Regional Wastewater System includes but is not limited to: treatment plants, pumping stations, lift stations, valves, force mains, intercepting sewers, laterals, pressure lines, mains and all necessary appurtenances and equipment; all sewer mains and laterals for the reception and collection of sewage; any interest in real and personal property; rights, easements and franchises of any nature whatsoever relating to the District.

(18) “Reserve Service Availability” is the right of an Owner to receive sewer service in the Regional Wastewater System upon reasonable demand.

(19) “Residential Unit” is a residential living unit or structure directly or indirectly connected to the Regional Wastewater System including but not limited to single family dwelling, detached living structure with toilet or sink, and each separate living unit of duplexes, apartments, townhouses, condominiums, and cooperative apartments.

(20) “Special Assessments” are assessments approved, set, and levied by the Governing Board for properties benefitted by the construction, acquisition, extension and operation of the Regional Wastewater System on the basis of the total cost to the District of construction, reconstruction, labor, materials, acquisition, property rights, surveys, design, engineering, legal, administration, operation, maintenance, and all other expenses necessary or incidental to completion of the specially assessed improvements.

(21) “Subregional Collection Facilities” means neighborhood gravity collection lines, collection manholes, force mains, lift stations and pump stations intended primarily to collect and transport wastewater from the subregional system to the regional transmission facility.

(22) “Transmission System Master Plan” means the report on “Wastewater Collection System Master Plan” for the District dated February 1981 or the latest updated version of the report

approved by the Governing Board. The report contains maps and describes those transmission mains, pump stations, lift stations, gravity collectors and interceptors, which constitute the facilities of the regional transmission system.

Specific Authority Chapter 2021-249, Laws of Florida. Law Implemented Chapter 2021-249, Section 6(6), (8), (9), (11), (12), and (27), and Section 8. History – New 12-9-76, Amended 9-26-78, 5-21-81, 3-15-2012, 3-20-2014, 3-19-2015, 6-18-2015, 3-17-2016, 3-21-2019, 3-17-22. Formerly 31-10.01.

31-10.002 Residential Equivalent Connections.

The District will use the following amounts to determine Plant Connection Charges, Regional Transmission System Line Charges, Administrative Charges, Quarterly Service Availability Standby Charges, and Quarterly Service Charges, and other purposes in connection with sewer service provided by the District:

- 1) Residential Equivalent Connections are calculated as:
 - (a) One (1) toilet (water closet) equals 1.000 Equivalent Connection.
 - (b) Two (2) toilets (water closets) equals 1.250 Equivalent Connections.
 - (c) Three (3) toilets (water closets) equals 1.500 Equivalent Connections.
 - (d) Four (4) or more toilets (water closets) equals 1.750 Equivalent Connections.
- 2) Nurseries/Day Care Centers are calculated as 1.0 residential Equivalent Connection per 550 square feet of gross space.
- 3) Live/Work Units (as such zoning designation is approved and defined by the local zoning authority) are calculated based upon two components:
 - (a) The Residential (“Live”) component is calculated as provided in subsection (1) above; plus
 - (b) The Limited Non-Residential (“Limited Work Unit”), defined as a total gross floor area 500 square feet or less, adds 0.50 Equivalent Connection, or the Standard Non-Residential (“Standard Work Unit”), defined as a total gross floor area more than 500 square feet, adds 1.0 Equivalent Connection.

TYPE OF USE	EQUIVALENT CONNECTIONS
Residential Unit with 1 toilet	1.0
Residential Unit with 2 toilets	1.25
Residential Unit with 3 toilets	1.50
Residential Unit with 4 or more toilets	1.75
Nurseries/Day Care	1.0 per 550 square feet of gross space
Limited Live/Work Unit (500 sq. ft. or less of work use) as designated by zoning authority	0.5 per unit plus applicable Residential E.C.
Standard Live/Work Unit (more than 500 sq. ft. of work use) as designated by zoning authority	1.0 per unit plus applicable Residential E.C.

Specific Authority Chapter 2021-249, Laws of Florida. Law Implemented Chapter 2021-249, Laws of Florida, Section 6(6), (8), (9), (11), and (19), and Section 8. History-New 12-9-76, Amended 9-26-78, 5-21-81, 6-30-85, 11-1-98, Formerly 31-10.02. Amended 3-17-2005, 3-16-2006, 3-15-2012, 3-20-2014, 6-18-2015, 3-17-22.

31-10.003 Non-Residential Equivalent Connections.

(1) The District will use the highest number of Equivalent Connects to determine Plant Connection Charges, Regional Transmission System Line Charges, Administrative Charges, Quarterly Service Availability Standby Charges, and Quarterly Service Charges, and other purposes in connection with sewer service provided by the District:

- (a) A minimum of one (1) Equivalent Connection per non-residential unit, as defined herein; or
- (b) One (1) Equivalent Connection per toilet (water closet); or
- (c) Equivalent Connections in accordance with the following non-residential businesses, occupations and uses, based upon the maximum occupancy per fire code design where applicable:

TYPE OF USE	EQUIVALENT CONNECTIONS
Tavern (Bar)	.04 per seat
Restaurant (regular)	.06 per seat
Restaurant (24 hours)	.10 per seat
Trailer Park and Mobile Home Park	1 per space
Hotel/Motel (no Bar or Restaurant)	1.0 per unit + 1.0 per common area and/or employee toilet Bar/Restaurant calculated separately
Hospital	.80 per bed + 1.0 per common area and/or employee toilet
Nursing/Rest Home	.40 per bed + 1.0 per common area and/or employee toilet
Assisted Living Facility / Adult Congregate Living Facility	.575 per bed + 1.0 per common area and/or employee toilet
High School and Middle School	.08 per pupil
Elementary School and Pre-School	.06 per pupil
Office Buildings	.75 per 1000 sq. ft. (gross building area) or 1.0 per toilet whichever is greatest
Large Single Use Retail (>20,000 sq. ft.)	.50 per 1000 sq. ft. (gross building area) or 1.0 per toilet whichever is greatest
Laundromats	1.1 per washing machine
Recreational Vehicle (RV) Park	0.75 per recreational vehicle space + 1.0 per common area and/or employee toilet
Swimming Pool Backwash Discharge	0.1 per 3,000 gallons
Elevator Sump	0.5 per sump
Marina pump out station	1.0 per pump out station
Public toilets in parks	1.0 per toilet
Quasi-public toilets e.g., community recreation areas	1.0 per toilet

or,

(d) As may be designated by the Governing Board upon presentation of good and sufficient evidence to merit other specific determination.

Specific Authority Chapter 2021-249, Laws of Florida. Law Implemented Chapter 2021-249, Sections 6(6), (8), (9), (11), and (19), and Section 8, and Sections 6(9), (12) and (27). History- New 12-9-76, Amended 6-25-78, 9-26-78, 5-21-81, 4-25-84, 6-30-85. Formerly 31-10.03. Amended 3-23-00, 3-17-05, 3-16-06, 03-18-10, 3-20-2014, 6-18-2015, 3-17-2016, 3-17-22.

31-10.004 Application for Sewer Service.

Before any Owner receives sewer service from the District, the Owner shall:

1. if a new customer, submit an application form as provided on the District website (“Application for Sewer Service”) to the District’s Customer Service Department in person;
2. provide proper personal identification and proof of ownership of the property at which sewer service is desired. The District may accept telephone or electronic orders for utility service from existing customers with an active District account provided that the Owner provides the District proper personal identification (driver's license number or state identification card number) that matches the previous information in the Owner’s record and proof of ownership of the property at which service is desired; and
3. pay all outstanding fees and charges owed to the District for the subject property, including any delinquent fees and/or charges.

An Application for Sewer Service shall not be deemed complete unless the above three (3) requirements are met.

The Fair and Accurate Credit Transaction Act of 2003, 15 United States Code, Chapter 41, Section 1681, which can be found at <https://www.ftc.gov/enforcement/statutes/fair-accurate-credit-transactions-act-2003>, requires that the District obtain positive identification from the Owner requesting utility service. The receipt of an application by the District does not constitute a guarantee of sewer service.

Specific Authority Chapter 2021-249, Laws of Florida. Law Implemented Chapter 2021-249, Laws of Florida, Section 6(6), (9), (11) and (19), and Section 8. History - New 12-9-76. Repealed 12-12-78, Formerly 31-10.04. New 3-19-2015 as to Application for Sewer Service, Amended 3-17-22.

31-10.005 Plant Connection Charges, Regional Transmission System Line Charges and Subregional Line Charges for Residential and Non-Residential Units.

(1) Before connecting, directly or indirectly, to the Regional Wastewater System, an Owner shall pay all applicable Plant Connection Charges, Regional Transmission System Line Charges, Administrative Charges, and Subregional Line Charges.

(2) Effective April 1, 1981, all residential and non-residential Plant Connection Charges, Regional Transmission System Line Charges, and Administrative Charges shall be based on the schedules in effect at the time the District and Owner execute a developer agreement as listed below: Effective ~~4-1-2024~~~~12-15-2023~~

PLANT CONNECTION CHARGES

~~April 1, 2023 thru March 31, 2024 @ \$1,869.00 per E.C.~~

April 1, 2024 thru March 31, 2025 @ \$1,918.00 per E.C.

REGIONAL TRANSMISSION SYSTEM LINE CHARGES

~~April 1, 2023 thru 31 March 31, 2024 @ \$1,214.00 per E.C.~~

April 1, 2024 thru 31 March 31, 2025 @ \$1,246.00 per E.C.

ADMINISTRATIVE CHARGES

~~April 1, 2023 thru March 31, 2024 @ \$175.59 per E.C.~~

April 1, 2024 thru March 31, 2025 @ \$180.16 per E.C.

Commencing April 1, ~~2024~~~~2023~~ and thereafter, Plant Connection Charges, Regional Transmission System Line Charges, and Administrative Charges shall increase (or decrease) based upon the annual increase (or decrease) in the Engineering News Record Construction Cost Index published in the February edition of each year.

The District shall not execute a contract committing to provide service that exceeds the total capacity limitations set by the Governing Board. The full amount of the Regional Transmission System Line Charges and Administrative Charges shall be due and payable in U.S. funds (dollars) or by contract to provide Capital Costs and to construct certain portions of the Regional Transmission System at the time commitment of service is made.

(3) Notwithstanding Section 31-10.005(2) above, effective April 1, 1995, those properties having (or which previously had) buildings or structures having certificates of occupancy prior to April 1, 1981, shall pay the full Plant Connection Charge established in Section 31-10.005(2) less a subsidy of Five Hundred Dollars (\$500.00), provided they are paid for and connected to the Regional Sewer System within one (1) year of the time that lines serving said property are formally declared Available by the Governing Board. Notwithstanding Section 31-10.005(2) above, the Plant Connection Charge, Regional Transmission System Line Charges, and Administrative Charges for those buildings or structures having certificates of occupancy prior to notice of sewer availability, can be financed using the District's Installment Agreement method of collection up to five (5) years at a fixed interest rate equal to the current Wall Street Journal Prime Rate plus two percent (2.0%), but not to exceed eight percent (8%), existing at the time of execution of the Installment Agreement, with no prepayment penalty. Should any structure or building not be paid for or financed using the District's Installment Agreement and connected to the District's system within one (1) year of the time that the line serving said property is formally declared Effective ~~4-1-2024~~~~12-15-2023~~

Available by the Governing Board, it will at the time of connection pay full Plant Connection Charges, Regional Transmission System Line Charges, and Administrative Charges as are applicable to new construction at time that connection is made regardless of the date of certificate of occupancy.

(4) Owners with existing contracts for service with the District shall pay Plant Connection Charges, Regional Transmission System Line Charges, and Administrative Charges as indicated in those contracts, and such charges shall not be subject to increase.

(5) Subregional Line Charges. From time to time the District constructs and extends Subregional Collection Facilities to existing Residential and/or Non-residential Units. The District shall collect the costs of extending the Subregional Collection Facilities through the apportionment of these costs to each of the benefited properties. Such charges shall be payable commencing when the Equivalent Connection is connected to the Regional Wastewater System of the District, or within one (1) year of the time the connection is Available, whichever occurs first. All Subregional Line Charges shall be adjusted each April 1st based on the 10-Year Treasury Rate published by the US Department of Treasury on February 1st.

(5)(a) Western Indiantown Road Subregional Collection Facilities: Subregional Transmission System Line Charges for the Western Indiantown Road Subregional Collection Facilities shall be ~~\$2,001.91~~~~\$1,927.32~~ per Equivalent Connection. Commitment of service shall not exceed those total capacity limitations as authorized for commitment by the Governing Board. The full amount of the Subregional Line Charges shall be due and payable at the time commitment of service is made. Those buildings or structures having certificates of occupancy prior to January 20, 2012, the date this transmission system line was deemed Available, may finance this Subregional Line Charge over twenty (20) years at a fixed interest rate equal to the current Wall Street Journal Prime Rate plus two (2.0%) percent, but not to exceed 8%, existing at the time commitment of service is made, with no prepayment penalty, to be collected by non-ad Valorem tax roll.

5(b) Inlet Village Subregional Line Charge for Inlet Village Subregional Collection Facilities. The rate of the Inlet Village Subregional Line Charge shall be ~~\$2,374.40~~~~\$2,285.93~~ per Equivalent Connection. Commitment of service shall not exceed those total capacity limitations as authorized for commitment by the Governing Board. The full amount of the Subregional Line Charges shall be due and payable at the time commitment of service is made, except those buildings or

structures having certificates of occupancy prior to the date this transmission system line is deemed Available, may finance this Subregional Line Charge over twenty (20) years at a fixed interest rate equal to the current Wall Street Journal Prime Rate plus two (2.0%) percent, but not to exceed 8%, existing at the time commitment of service is made, with no prepayment penalty, to be collected by non-ad valorem tax roll.

5(c) Rocking Horse Lane Subregional Line Charge for Rocking Horse Lane Subregional Collection Facilities. The rate of the Rocking Horse Lane Subregional Line Charge shall be ~~\$662.01~~~~\$637.34~~ per Equivalent Connection. Commitment of service shall not exceed those total capacity limitations as authorized for commitment by the Governing Board. The full amount of the Subregional Line Charges shall be due and payable at the time commitment of service is made, except those buildings or structures having certificates of occupancy prior to the date this transmission system line is deemed Available, may finance this Subregional Line Charge over twenty (20) years at a fixed interest rate equal to the current Wall Street Journal Prime Rate plus two (2.0%) percent, but not to exceed 8%, existing at the time commitment of service is made, with no prepayment penalty, to be collected by non-ad valorem tax roll.

5(d) 66th Terrace Phase 1 Subregional Line Charge for 66th Terrace Phase 1 Subregional Collection Facilities. The rate of the 66th Terrace Phase 1 Subregional Line Charge shall be ~~\$668.00~~~~\$643.11~~ per Equivalent Connection. Commitment of service shall not exceed those total capacity limitations as authorized for commitment by the Governing Board of the District. The full amount of the Subregional Line Charges shall be due and payable at the time commitment of service is made, except those buildings or structures having certificates of occupancy prior to the date this transmission system line is deemed available, may finance this Subregional Line Charge over twenty (20) years at a fixed interest rate equal to the current Wall Street Journal Prime Rate plus two (2.0%) percent, but not to exceed 8%, existing at the time commitment of service is made, with no prepayment penalty, to be collected by Non-Ad Valorem tax roll.

5(e) Jamaica Drive Phase 1 Subregional Line Charge for Jamaica Drive Phase 1 Subregional Collection Facilities. The rate of the Jamaica Drive Phase 1 Subregional Line Charge shall be ~~\$971.74~~~~\$935.53~~ per Equivalent Connection. Commitment of service shall not exceed those total capacity limitations as authorized for commitment by the Governing Board of the District. The full amount of the

Subregional Line Charges shall be due and payable at the time commitment of service is made, except those buildings or structures having certificates of occupancy prior to the date this transmission system line is deemed available, may finance this Subregional Line Charge over twenty (20) years at a fixed interest rate equal to the current Wall Street Journal Prime Rate plus two (2.0%) percent, but not to exceed 8%, existing at the time commitment of service is made, with no prepayment penalty, to be collected by Non-Ad Valorem tax roll.

5(f) 69th Terrace Phase 1 Subregional Line Charge for 69th Terrace Phase 1 Subregional Collection Facilities. The rate of the 69th Terrace Phase 1 Subregional Line Charge shall be ~~\$1,125.07~~ \$1,168.61 per Equivalent Connection. Commitment of service shall not exceed those total capacity limitations as authorized for commitment by the Governing Board of the District. The full amount of the Subregional Line Charges shall be due and payable at the time commitment of service is made, except those buildings or structures having certificates of occupancy prior to the date this transmission system line is deemed available, may finance this Subregional Line Charge over twenty (20) years at a fixed interest rate equal to the current Wall Street Journal Prime Rate plus two (2.0%) percent, but not to exceed 8%, existing at the time commitment of service is made, with no prepayment penalty, to be collected by Non-Ad Valorem tax roll.

Specific Authority Chapter 2021-249, Laws of Florida, and Section 381.00655, Florida Statutes. Law Implemented Chapter 2021-249, Laws of Florida, Section 6(6), (9), (11), (12), and (19), and Section 8. History - New 12-9-76, Amended, 9-26-78, 12-12-78, 5-21-81, 5-24-82, 4-24-83, 4-25-84, 6-30-85, Formerly 31-10.05. Amended 6-30-86, 5-4-87, 4-17-88, 5-3-89, 5-13-90, 5-7-92, 5-9-93, 5-9-94, 5-19-96, 7-14-97, 11-1-98, 6-22-99, 3-23-00, 3-15-01, 3-21-02, 3-20-03, 3-18-04, 3-17-05, 3-16-06, 3-15-07, 3-20-08, 3-19-09, 3-18-10, 3-17-11, 3-15-2012, 6-21-2012, 3-21-2013, 3-20-2014, 3-19-2015, 3-17-2016, 3-16-2017, 3-21-2019, 10-15-2020, 3-17-22, 3-17-23, 10-20-23, 12-15-23, 2-15-2024.

31-10.006 Special Assessments.

Special Assessments are due and payable with interest at the time of transfer of the underlying real property for consideration as an at-arms-length transaction unless transferred to the real estate tax bill for the property as a continuing obligation of the property until paid in full.

Specific Authority Chapter 2021-249, Laws of Florida, Section 6(10), (12), (19) and (27). Law Implemented Chapter 2021-249, Laws of Florida, Section 6(10), (12), (19), and (27). History - New 12-9-76, Amended, 9-26-78, 12-12-78, 5-21-81, 5-24-82, 4-24-83, 4-25-84, 6-30-85, Formerly 31-10.05. Amended 6-30-86, 5-4-87, 4-17-88, 5-3-89, 5-13-90, 5-7-92, 5-9-93, 5-9-94, 5-19-96, 7-14-97, 11-1-98, 6-22-99, 3-23-00, 3-15-01, 3-21-02, 3-20-03, 3-18-04, 3-17-05, 3-16-06, 3-15-07, 3-20-08, 3-19-09, 3-18-10, 3-17-11, 3-15-2012, 3-17-22.

Effective ~~12-15-2023~~ 4-1-2024

31-10.007 Quarterly Service Charges for Sewer Service.

(1) Quarterly Service Charges shall be payable by the Owner commencing when the Equivalent Connection is connected to the Regional Wastewater System of the District, or within one (1) year of the time the connection is Available, whichever occurs first, and shall be billed in advance. Notwithstanding any other provision of this section, an Owner that has established a tenant as the bill recipient for the Quarterly Service Charge prior to April 1, 2015 may continue to have the established tenant listed as the bill recipient for the Quarterly Service Charge until such time as that tenant relationship changes (e.g., new Owner(s) or new tenant(s)). The Owner is required to notify the District within fifteen (15) days of the tenant relationship change.

(a) The Quarterly Service Charge for Residential Units shall be:

~~For the period of April 1, 2023 thru March 31, 2024 @ \$58.50 per E.C.~~

For the period of April 1, 2024 thru March 31, 2025 @ \$60.26 per E.C.

For the period of April 1, 2025 thru March 31, 2026 @ \$62.06 per E.C.

For the period of April 1, 2026 thru March 31, 2027 @ \$63.92 per E.C.

For the period of April 1, 2027 thru March 31, 2028 @ \$65.84 per E.C.

For the period of April 1, 2028 thru March 31, 2029 @ \$67.82 per E.C.

(b) The Quarterly Service Charge for Non-residential Units shall be as follows:

~~For the period of April 1, 2023 thru March 31, 2024 @ \$6.68 per thousand gallons
of metered potable water usage;~~

For the period of April 1, 2024 thru March 31, 2025 @ \$6.88 per thousand gallons
of metered potable water usage;

For the period of April 1, 2025 thru March 31, 2026 @ \$7.08 per thousand gallons
of metered potable water usage;

For the period of April 1, 2026 thru March 31, 2027 @ \$7.30 per thousand gallons
of metered potable water usage;

For the period of April 1, 2027 thru March 31, 2028 @ \$7.51 per thousand gallons
of metered potable water usage;

For the period of April 1, 2028 thru March 31, 2029 @ \$7.74 per thousand gallons
of metered potable water usage;

provided that the minimum Quarterly Service Charge for Non-residential Units shall
be as follows:

~~For the period of April 1, 2023 thru March 31, 2024 @ \$80.06~~

For the period of April 1, 2024 thru March 31, 2025 @ \$82.46

For the period of April 1, 2025 thru March 31, 2026 @ \$84.93

For the period of April 1, 2026 thru March 31, 2027 @ \$87.48

For the period of April 1, 2027 thru March 31, 2028 @ \$90.11

For the period of April 1, 2028 thru March 31, 2029 @ \$92.80

For Non-residential Units that do not have a metered water supply or that have not established a minimum of one (1) month of water use history, and certain other uses (e.g., elevator sump; pool backwash; public toilets in parks; marina pump out station) the Quarterly Service Charge shall be a flat rate of:

~~For the period of April 1, 2023 thru March 31, 2024 @ \$80.06 per E.C.~~

For the period of April 1, 2024 thru March 31, 2025 @ \$82.46 per E.C.

For the period of April 1, 2025 thru March 31, 2026 @ \$84.93 per E.C.

For the period of April 1, 2026 thru March 31, 2027 @ \$87.48 per E.C.

For the period of April 1, 2027 thru March 31, 2028 @ \$90.11 per E.C.

For the period of April 1, 2023 thru March 31, 2024 @ \$92.80 per E.C.

(2) Temporary Disconnection of Sewer Service – The District may temporarily suspend Quarterly Service Charges when sewer service is disconnected as provided below. If temporarily suspended, quarterly sewer service charges will cease on the first day of the quarter following verification and approval by the District. Quarterly sewer service charges will resume on the first day of the quarter following reconnection to the sewer (e.g., upon receipt of a Certificate of Occupancy). Failure to notify the District of reconnection to the sewer system will result in the District back-billing quarterly sewer service charges to the date reconnection to the sewer was made. Circumstances warranting suspension of quarterly sewer service charges of an existing Residential Unit or Non-residential Unit connected to the District’s sewer system include:

- (a) sewer disconnection in coordination with the District’s Engineering Department and according to District standards, or
- (b) proof of designation as uninhabitable by a municipal authority (e.g., fire official, building official).

(3) The Quarterly Service Availability Standby Charge shall be due and payable for each Equivalent Connection reserving service availability, commencing upon the reserving of service availability and shall continue to be owing for each quarter and paid promptly upon billing in the manner as provided for the Quarterly Service Charge thereafter until payment of the Plant Connection Charge. The amount of the Quarterly Service Availability Standby Charge shall be sixty-eight percent (68%) of the Quarterly Service Charge which is set based upon the fixed Effective ~~4-1-2024~~ ~~12-15-2023~~

expenses incurred by the District in operating the plant and the Regional Wastewater System excluding the variable costs related to the amount of sewerage processed.

- (a) A prepayment of twelve (12) months Service Availability Standby Charges will be required commencing upon the reserving of service availability in addition to the Quarterly Service Availability Standby Charge which shall be prepaid quarterly.
- (b) At the time Plant Connection Charges become due and payable ten and one half (10.5) months of the twelve (12) months of prepaid Service Availability Standby Charges shall be credited to the Plant Connection Charges.

Specific Authority Chapter 2021-249, Laws of Florida. Law Implemented Chapter 2021-249, Laws of Florida Section 6(6) (8), (9), (11), (19), and (27), and Section 8. History - New 12-9-76, Amended 6-25-78, 9-26-78, 12-12-78, 11-28-79, 5-21-81, 5-24-82, 10-12-82, 4-24-83, 5-24-84, 6-30-85, Formerly 31-10.07. Amended, 6-30-86, 5-4-87, 4-17-88, 5-3-89, 5-13-90, 5-12-91, 5-7-92, 5-10-93, 5-7-94, 5-7-95, 5-19-96, 7-14-97, 11-1-98, 6-22-99, 3-23-00, 3-15-01, 3-21-02, 3-20-03, 3-18-04, 3-17-05, 3-16-06, 3-15-07, 3-20-08, 3-19-09, 3-18-10, 3-17-11, 3-15-2012, 3-21-2013, 3-20-2014, 3-19-2015, 6-18-2015, 3-17-2016, 3-16-2017, 3-21-2019, 3-17-22, 3-17-23.

31-10.008 Determination of Equivalent Connections.

Each Owner of each lot or parcel of land which may be connected to the Regional Wastewater System shall provide proof of the number of Equivalent Connections for each lot or parcel owned. If the Owner does not produce proof of the number of Equivalent Connections, the District will charge the Owner up to the maximum rates, fees and charges of the District based upon 1.75 E.C. per lot or parcel based upon the best information practically Available to the District.

Specific Authority Chapter 2021-249, Laws of Florida. Law Implemented Chapter 2021-249, Laws of Florida, Section 6(6) and (9), and Section 8. History - New 12-9-76. Amended 9-26-78, Formerly 31-10.08, Amended 3-15-2012, 3-19-2015, 3-17-22.

31-10.009 Responsibility for Payment and Enforcement of Collections and Foreclosure of Liens.

(1) Responsibility. The District shall hold the Owner of the property being served with sewage service primarily responsible for all charges for sewage service to the property, without regard to the fact that a tenant, licensee, customer or other party was actually utilizing the sewage service and may be paying for same directly to the District.

(2) Payment. All payments to the District shall be made using U.S. funds (dollars). Payment may be made in cash, check, electronic check, money order, electronic bill pay, direct debit, a Master Card or Visa debit card, or credit card or a Discover credit card. All checks shall be in a form that complies with the standards for cash items adopted by the Federal Reserve System to

facilitate the sorting, routing, and mechanized processing of such items. Payment made using debit card or credit card is limited to a maximum of \$5,000.00 per account per month.

(3) Delinquent Quarterly Service Charge for Sewer Service. Quarterly Service Charge for Sewer Service shall be delinquent if not paid during the service period. The District will apply a delinquent fee equal to ten percent (10%) of the delinquent Quarterly Service Charge for Sewer Service to accounts with a delinquent balance of \$20.00 or more.

(4) Default. If any fees, rates, or charges for sewage service are not paid when due and are unpaid for thirty (30) days or more, the Owner shall be in default, and the District may seek recovery of the amounts due from the Owner through any or all available legal remedies.

(5) Enforcement. When the fees, rates, or charges for the services and facilities of any system are not paid when due and are in default as set forth above, the District shall provide written notice to the Owner that the District may discontinue and shut-off the supply of services and facilities to the property until all fees, rates, or charges, including interest at twelve percent (12%) per annum, plus all penalties and charges for the shutting off and discontinuance and the restoration of such services or facilities are fully paid. If the fees or charges remain unpaid for thirty (30) days after being due, such delinquent fees, rates, or charges shall bear interest at the rate of twelve percent (12%) per annum computed from the date when originally due, until paid and the District may discontinue the supply of service and facilities to the property. The District may file suit in a court of competent jurisdiction to recover any delinquent fees or charges, together with legal interest, penalties, and charges for the shutting off and discontinuance and the restoration of such services or facilities and all other costs and other expenses, including court costs and reasonable attorney's fees.

(6) Foreclosure of Liens. The District shall have a lien on all lands and premises served by it for all charges and fees, until paid, for services provided to such lands or premises by the District, or connection fees associated therewith, which lien shall be prior to all other liens, except that such lien shall be on parity with the lien of state, county, and municipal taxes, and any lien for charges for services created pursuant to Section 159.17, Florida Statutes. Such lien shall be perfected by the District by recording in the official records of the county in which the lands or premises are located a claim of lien in form substantially as provided in Section 713.08, Florida Statutes. A copy of the claim of lien shall be served as provided in Section 713.18, Florida Statutes, within ten (10) days after the claim of lien is recorded. If thirty (30) days after service has been made, liens created under this Rule remain delinquent, such liens may be foreclosed by the District in the manner provided by the laws of Florida for the foreclosure of mortgages on real property, and the District shall be entitled to 12% interest per annum, attorney's fees, and other court costs.

(7) No Service Free. No sewage disposal service shall be furnished or rendered free of charge to any Owner, person, firm, corporation, agency or organization whatsoever, and the District and each and every Owner, person, firm, corporation, agency or organization that uses or is required to use such service shall pay the rates, fees, and charges established by the Governing Board.

(8) Administrative Credits. The Executive Director, or his or her designee, may authorize a credit or refund to an account in certain situations, including billing errors, clerical errors, excessive payments by the customer, meter adjustments, and application of grant funds. In each case, the affected customer must provide a signed written request for refund that quantifies the requested refund, documents the justification for the refund, and states whether the refund should be provided as a credit to the customer's account unless the customer specifically requests a refund check at the same time the customer requests the refund. In no circumstance shall such credit or refund exceed \$10,000 without prior authorization of the Governing Board.

Specific Authority Chapter 2021-249, Laws of Florida. Law Implemented Chapter 2021-249, Laws of Florida, Section 6(6),(8), (9), (11), and (19), and Section 8. History - New 12-9-76. Formerly 31-3.16, 31-3.18 and 31-10.09. Rules 31-3.016 & 31-3.018 moved, consolidated and renumbered 31-10.009(4), (5) and (6) by amendment on 6-15-2000. Amended 9-26-78, 10-11-80, 3-23-00, 6-15-00, 3-15-2012, 3-19-2015, 3-17-2016, 3-17-22.

31-10.010 Payment of Certain Rates, Fees and Charges; Developer Agreement.

(1) Applicants for service requiring less than ten (10) E.C.s must execute an Application for Sewer Service appropriate for the use and shall pay all Connection Charges at the time of application. Applications for Sewer Service forms are provided on the District's website at <https://loxahatcheeriver.org> and may be obtained from the District office.

(2) Applicants desiring to reserve service availability for 10 Equivalent Connections or more must execute a standard developer agreement, as developed and provided by the District ("Standard Developer Agreement"), which is provided on the District's website at <https://loxahatcheeriver.org> and also may be obtained from the District office, and pay all charges and fees required by the agreement. Applicants must also provide plans and specifications with sufficient detail to calculate the number of Equivalent Connections contemplated on the lot or parcel of land.

The following matters are addressed in the Standard Developer Agreement:

- (a) The reservation of the agreed service availability in the Regional Wastewater System on the subject property in terms of Equivalent Connections.
- (b) Payment required to reserve sewer service availability.
- (c) Construction of off-site facilities under certain conditions.

- (d) Dedication of facilities and land to the District.
- (e) Describing the reservation of service availability in terms of the equivalent connections as non-assignable, non-transferable, and running with the land, and describing exceptions.
- (f) Requiring payment of a Quarterly Service Availability Standby Charge and prepayment of twelve (12) months thereof.
- (g) Describing payment and obligations and providing for recovery of costs and attorney's fees.
- (h) Subject the Owner to the rates, fees and charges of the District as established from time to time but fixing the rate for the Regional Transmission System Line Charge, Administrative Charge, and Plant Connection Charge.

(2) Applicants desiring to reserve service availability for concurrency in the Regional Wastewater System must sign a "Concurrency Reservation Agreement," which is provided on the District's website at <https://loxahatcheeriver.org> ("Concurrency Reservation Agreement") and also may be obtained from the District office, and make all payments required by the agreement. Applicants must also provide plans and specifications with sufficient detail to calculate the number of Equivalent Connections contemplated on the lot or parcel of land. The following matters are addressed in the Concurrency Reservation Agreement:

- (a) The reservation of the agreed service availability in the regional wastewater system on the subject property in terms of equivalent connections.
- (b) Requiring payment of a Quarterly Service Availability Standby Charge and prepayment of twelve (12) months thereof.
- (c) Providing a duration of the shorter of twelve (12) months or thirty (30) days after applicant obtains a development order.
- (d) Providing for the unexpired portion of the prepaid Quarterly Service Availability Standby Charge to be refunded to the applicant if the development order is denied, or credited to the Service Availability Standby Charge if a Standard Developer's Agreement is entered into by the applicant within thirty (30) days of the development order.
- (e) Describing the reservation of service availability in terms of the equivalent connections as non-assignable, non-transferable, and running with the land, and describing exceptions.

- (f) Describing payment, including rates, fees, and charges of the District, and obligations and providing for recovery of costs and attorney's fees.

Specific Authority Chapter 2021-249, Laws of Florida. Law Implemented Chapter 2021-249, Laws of Florida, Section 6(6),(8), (9), (11), and (19), and Section 8. History-New 12-9-76. Amended, 9-26-78, 5-21-81, 5-24-84. Formerly 31-10.10. Amended 5-10-93, 3-20-08, 3-19-09, 3-18-10, 3-15-2012, 3-17-22.

31-10.012 Exceptions to the Payment of Connection Charges.

(1) Connection Charges shall not apply to those residential and non-residential buildings and structures referred to in the Agreement for Sale between the Village of Tequesta and the District, dated May 23, 1973.

(2) Those residential and non-residential buildings and structures which have escrowed, paid or committed capital improvement charges and have executed legally binding agreements where capital improvement charges are referred to in such agreements, said agreements shall be enforced according to their tenor, except that the capital improvement charges shall be treated as Plant Connection Charges, and except that where capital improvement charges may be increased or subjected to assessment and reassessment from time to time, there shall be no increase over the amount of capital improvement charges as stated in said agreements, and said provision providing for assessment and reassessment of capital improvement charges shall not be enforced.

Specific Authority Chapter 2021-249, Laws of Florida. Law Implemented Chapter 2021-249, Laws of Florida, Section 6(6), (8), (9) (11), (12), and (27), and Section 8. History - New 12-12-79. Formerly 31-10.12, Amended 3-15-2012.

31-10.013 Irrigation Quality Water User; Rates, Fees and Charges for Irrigation Quality Water Service; Irrigation Quality Water Agreements.

(1) “I.Q. Water” is defined as Irrigation Quality Water provided by the District, regardless of the original source of the I.Q. Water. I.Q. Water also may be referred to as “reuse water” or “reclaimed water”, which is further defined in Chapter 62-610, Florida Administrative Code.

(2) “Wholesale I.Q. User” is defined as user of I.Q. Water, for which the I.Q. Water is pumped by the District to a storage facility, such as ponds, lakes, or tanks, at an off-site location. The I.Q. Water is then pumped by a party other than the District, into the lines that irrigate the User's property.

(3) “Retail I.Q. User” is defined as a user of I.Q. Water, for which the I.Q. Water is pumped by the District, to a storage facility, such as ponds, lakes or tanks, at an off-site location.

The I.Q. Water is then pumped by the District from the storage facility, into the lines that deliver I.Q. Water to the User's property for further distribution and irrigation by the User.

(4) "Nano I.Q. User" is defined as a user of I.Q. Water, where the I.Q. Water was originally made available by blending the Town of Jupiter's nanofiltration concentrate and for which the I.Q. Water is pumped by the District, to a storage facility, such as ponds, lakes, or tanks, at an off-site location. The I.Q. Water is then pumped by a party other than the District, into the lines that irrigate the User's property.

(5) Rates, Fees and Charges for Wholesale, Retail, and Nano I.Q. Water Rates are those rates, fees and charges approved, set, and levied by the Governing Board based on the total cost to the District of construction, reconstruction, labor, materials, equipment, acquisition, property rights, surveys, design, engineering, legal, administration, operation, maintenance, and all other expenses necessary or incidental to construction, operation, and improvement of the I.Q. Water system and provision of I.Q. Water.

(6) The District's rate for I.Q. Water are:

(a) Wholesale I.Q. Users shall pay the following rates for their requested G.P.D.

~~For the period of April 1, 2023 thru March 31, 2024 \$0.4715 per 1,000 gallons.~~

For the period of April 1, 2024 thru March 31, 2025 \$0.4856 per 1,000 gallons.

For the period of April 1, 2025 thru March 31, 2026 \$0.5002 per 1,000 gallons.

For the period of April 1, 2026 thru March 31, 2027 \$0.5152 per 1,000 gallons.

For the period of April 1, 2027 thru March 31, 2028 \$0.5307 per 1,000 gallons.

For the period of April 1, 2028 thru March 31, 2029 \$0.5466 per 1,000 gallons.

(b) Retail I.Q. Users shall pay the following rates for their requested G.P.D.

~~For the period of April 1, 2023 thru March 31, 2024 \$0.6378 per 1,000 gallons.~~

For the period of April 1, 2024 thru March 31, 2025 \$0.6569 per 1,000 gallons.

For the period of April 1, 2025 thru March 31, 2026 \$0.6766 per 1,000 gallons.

For the period of April 1, 2026 thru March 31, 2027 \$0.6969 per 1,000 gallons.

For the period of April 1, 2027 thru March 31, 2028 \$0.7178 per 1,000 gallons.

For the period of April 1, 2028 thru March 31, 2029 \$0.7393 per 1,000 gallons.

(c) Nano I.Q. Users shall pay the following rates for their requested G.P.D.

~~For the period of April 1, 2023 thru March 31, 2024 \$0.8349 per 1,000 gallons.~~

For the period of April 1, 2024 thru March 31, 2025 \$0.8766 per 1,000 gallons.

For the period of April 1, 2025 thru March 31, 2026 \$0.9204 per 1,000 gallons.

For the period of April 1, 2026 thru March 31, 2027 \$0.9480 per 1,000 gallons.

For the period of April 1, 2027 thru March 31, 2028 \$0.9765 per 1,000 gallons.

For the period of April 1, 2028 thru March 31, 2029 \$1.0058 per 1,000 gallons.

The District may revise its schedule of rates, fees, and charges in accordance with the Loxahatchee River Environmental Control District Act codified in Chapter 2021-249, Laws of Florida, all applicable District rules, and all relevant laws. It is the District's intention to evaluate the sufficiency of I.Q. Water rates during the annual Rate Study, which typically occurs in February and March with potential rate adjustments implemented April 1st. The I.Q. Rate shall be billed monthly or such other billing cycle period as the District may determine.

(7) The Start Up Fee of the District for Retail I.Q. Users shall be the greater of (a) six (6) months of charges at the Retail I.Q. Rate for the requested gallons per day, or (b) \$3,500.00. The Application Fee of the District for Wholesale I.Q. Users shall be the greater of (a) six (6) months of charges at the I.Q. Rate for the requested gallons per day, or (b) \$18,000.00.

(8) All persons, firms and corporations (hereinafter called "Applicant") desiring to reserve service availability in the regional I.Q. Water system of the District where said I.Q. Water is Available or is proposed to be Available, as determined by the District, prior to receiving District approval, shall sign a Standard Irrigation Quality Water Agreement and pay the charges and fees specified therein.

Specific Authority Chapter 2101-249, Laws of Florida. Law Implemented Chapter 2021-249, Laws of Florida, Sections 6(6), (8), (9), (11), (12), and (27), and Section 8; History-New 7-23-97, Amended 11-1-98, 3-16-06, 3-18-10, 3-21-2013, 3-19-2015, 3-21-2019, 2-20-2020, 3-17-22, 3-17-23.

31-10.014 Low Pressure Pump Unit Delivery Procedures & Delivery Charge.

(1) All Owners in an area serviced by a low pressure sanitary sewer system, shall be responsible for taking possession of the Low Pressure Pump Unit ("**Pump Unit**") upon notification the Pump Unit is available for pick up at the District. A Property Owner that does not pick up the Pump Unit shall be subject to the following delivery procedures and delivery charge. The First Delivery Notice to the Owner shall provide:

- (a) Owner is delinquent with installation of the low pressure pumping system for their wastewater service.
- (b) The District has been holding their Pump Unit since the completion of the sewer project.
- (c) The Pump Unit was included in their assessment and is their responsibility to install.
- (d) The District will no longer hold the Pump Unit for their pick up and installation.

- (e) If not picked up within thirty (30) days, the Pump Unit will be delivered at an additional Delivery Charge of \$300.00 to the Owner (the “Delivery Charge”).
 - (f) The Pumping Unit will be delivered in good working order, suitable for District’s future maintenance.
 - (g) If the Owner fails to have the Pump Unit installed within forty-five (45) days and there is damage to the Pump Unit components, the Owner will be responsible for the cost to provide a Pump Unit in good working order for District maintenance in the future.
2. If the Pump Unit is not picked up within thirty (30) days after the First Delivery Notice, the Second Delivery Notice shall be sent to the Owner which shall provide:
 - (a) Pump Delivery will be made on a date and time certain.
 - (b) The Pump Unit and appurtenances will be delivered to the most accessible location on the Property or a mutually convenient location as discussed with Owner.
 - (c) A written report will be made of each delivery with photographs of the Pump Unit placement at time of delivery and condition of surrounding area. The District will request written receipt from the Owner for the Pump Unit, however it is not mandatory for the Property Owner to provide or for the District to obtain.
 - (d) The written report shall be signed by two District personnel, witnessed and notarized, and made part of the District’s records.
 3. After delivery, the Owner will be provided written notification that their Pump Unit has been delivered and an Invoice will be provided for the Delivery Charge.
 4. All correspondence to be provided by certified mail with return receipt and regular mail.

Specific Authority Chapter 2021-249, Laws of Florida. Law Implemented Chapter 2021-249, Laws of Florida, Sections 6(6), (8), (9), (10), and (19), and Section 8. History-New 3-15-2012. Amended 3-17-22.

31-10.015 Termination/Abandonment of Easements – Application Fee.

- (1) Property Owners may request a Termination/Abandonment of easement. Requests shall be accompanied by an application and application fee in the amount of ~~\$546.80~~\$561.02.
- (2) The application fee for termination/abandonment of easements shall increase (or decrease) based upon the annual increase (or decrease) in the Engineering News Record Construction Cost Index published in the February edition of each year.

Specific Authority Chapter 2021-249, Laws of Florida. Law Implemented Chapter 2021-249, Laws of Florida, Sections 6(9). History-New 10-20-2023.



Neighborhood Sewering Schedule-Revised February 2020

Rank *	Area Description	# Lots	Activity	Original Target Date	Revised Target Start Date
11	Jupiter Farms (East)	708		TBD	TBD
11	PB Country Estates	1547		TBD	TBD
21	Indian Hills	12	Notified Owners – January 2016 Property Records Review Determined Lots Abut US1 Right Of Way Options being presented to homeowners	2019	2024

* 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
	605+607 Military Trl (LP)	2	Notified Owners – June 2020 Notice of Intent – Jan 2021	2022	
	18041 69 th Terrace	1	LRD procedures shared for connection to sewer services Statutory Way Provision – Jan 2022 Notice of Intent - April 2023 Preliminary Assessment – November 2023 Final Assessment – December 2023	N/A	2023
	18030 69 th Terrace	1	Application for developer project made Comments on plans being addressed by applicant		
	SE Island Way Property	1	Notice of Intent – August 2022 Permitting Complete Under Construction	N/A	2023

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 1300 Peninsular Rd – Application/Plans Approved – project under construction	2010	AEO
BB	Rivers Edge Road (Martin Co.)	35	Notified Owners – August 2010 Private Road-Easements Solicited –May 2014 Notice of Intent – February 2014 Project Delayed	2013	AEO
CC	171 st Street (Martin Co.)	7	Private Road - In House Design Owners notified October 2012 Easement rec'd from Church – April 2017 Grant received	2014	AEO
D	Loggerhead Park <i>(institutional)</i>	6 ECs	Need Easements from County-No database	2014	AEO
DD	Taylor Road	38	Notified Owners – September 2011 Private Roads	2015	AEO
FF	North A1A	3	Postponed-Town activities in area No database	2012	AEO
GG	815 S US 1	9 ecs	Notified Owner – November 2014	2016	AEO
GG	Rockinghorse <i>(north of Roebuck Road)</i>	11	Notified Owners – January 2013	2018	AEO
GG	SE Castle Rd	5	Notified Owners – Jan 2013-private road	2018	AEO
GG	SE Jupiter Rd	4	Notified Owners – Jan 2013-private road	2018	AEO
HH	Harbor Rd. S. LPSS	6	Notified Owners – January 2014-private road Statutory Way Provision – May 2023 (1 lot) Under Construction	2017	AEO
16	Limestone Creek Road West	49	Notified Owners – January 2013-private road	2018	TBD
19	US Coast Guard Station Offices <i>(institutional)</i> PX Commercial <i>(commercial)</i>	2 ECs 2 ECs	US Government - private roads-No database Contract for installation of sanitary sewers – September 2020 Project Under Construction	2019	2021
	109+111 Old Jupiter Beach Road	2	Notified Owners – September 2021 Follow Up Reminder – July 2022 Constr. Plans In Redesign Per Owner – Sept. 2023		
	182 nd Road North	12	Sewering Pricing Request by 50% of Owners Conceptual Design/Cost Est. - provided June 2023		
	N 65 th Terrace & N 195th Place	9	Statutory Way Provision Available		
	Jonathan's Landing Guard House	1	Proposed Upgrades will include sewerage Project plans approved- under construction		

* 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

SHENKMAN & SHENKMAN P.A.
4400 PGA BLVD, SUITE 300
PALM BEACH GARDENS, FLORIDA 33410
TELEPHONE (561) 822-3939
Curtis@PalmBeachLawyer.Law

LEGAL ASSISTANTS
REAL ESTATE
JANA COOKE
CAROLINA INMAN
DENISE B. PAOLUCCI

February 2, 2024

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, and/or monitoring 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.

Two (2) matters of potential pending litigation have progressed materially to be reported upon for the first time in this month's status report under "Other Litigation".

There are no analysis 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

Attachment

OTHER LITIGATION

LRD -collection from Sonoma Isles HOA.

Nov. 6, 2023 LRD Attorney Demand Letter to Sonoma Isles HOA
Dec. 28, 2023 Letter from Attorney for DiVosta of Assignment to Sonoma Isles HOA
Dec. 29, 2023 LRD Attorney Demand Letter to Sonoma Isles HOA & Attorney
Feb. 1, 2024 LRD Attorney Demand Letter to Sonoma Isles HOA Attorney with
evidence and documentation going back to 2006 to justify the \$88,180.38 Due to LRD.

LRD- manhole & gravity main line re-routing by Coastal Property Concepts (“Coastal”) real estate developer of new home under construction at 844 Oceanside Drive, Juno Beach, FL 33480.

Oct 12 2022 LRD Attorney Legal Opinion existing Manhole & gravity main line installed by developer in 2005 serving the Oceanside project development permits a reasonably sized home to be designed and constructed in accordance with the District’s Construction Standards.
Oct 26 2023 LRD Attorney advising attorney for Coastal the home under construction is being built in violation of the District’s Construction Standards, must be addressed by home improvements relocated/reconstructed or manhole and gravity main line re-routed so as not to be in violation of the District’s Construction Standards.
Oct 2023-Jan 2024 LRD Attorney & Coastal Attorney in communications for resolution.
Jan 31 2024 Coastal letter to Town of Juno Beach requesting extension of Building Permit #21-9596 seeking extension of Permit expiring blaming delay on manhole alleged not located properly by the District and requesting February 28, 2024 Town Council meeting to address the extension.
Feb 2024 LRD providing response to Town of Juno Beach addressing the manhole and gravity main line facts and circumstances.

LIEN FORECLOSURES

NONE

MORTGAGE OR LIEN FORECLOSURES / LRD COUNTERCLAIMS/CROSSCLAIMS

NONE

Loxahatchee River Environmental Control District

Monthly Status Report

February 1, 2024

Submitted To: Kris Dean, P.E., Deputy Executive Director

The following is a summary of work performed by Baxter and Woodman, Inc. (B&W), on District projects for the monthly period ending January 31, 2024.

Lift Station Control Panels & RTU Upgrades

- Submitted project schedule narrative to LRECD on December 1, 2023.
- Submitted the 90% Design Submittal on December 5, 2023.
- Submitted plans to Tequesta, Juno Beach, Palm Beach County, and Jupiter.
- Waiting on District 90% review comments and Palm Beach County review comments.

Irrigation Quality 518 (IQ-518) Electrical and I&C Assessment

- Dennis J. Levy & Associates has performed field work for the additional survey that was approved by LRECD on November 8, 2023.
- Received draft topographic survey on January 24, 2024. Comments provided back to Dennis J. Levy & Associates
- Received revised topographic survey on January 26, 2024.

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

- Final pay application received from Contractor on May 18, 2023. The pay app is not approved due to outstanding fiber line repair costs. LRECD is in negotiation with fiber repair contractor. Once costs are finalized they will be provided to the Contractor to incorporate into the revised final pay application.
- Close out of Permit Number FL0034649 with the FDEP requires the completion of DEP Forms 62-620-910(12) Notification of Completion and 62.620.9109(13) Notification of Availability of Record Drawings and O&M's. These forms have been signed by B&W and were emailed to LRECD on August 30, 2023.
 - B&W provided an updated **IQ-511 Operations Protocol per LRECD's request** on October 24, 2023.
 - B&W Submitted DEP Forms to FDEP on November 14, 2023. FDEP has confirmed receipt and is reviewing.
 - The Contractor has requested that final payment be made in full.
- The Contractor has been informed that they may submit a partial final payment application with 5k – 10k deducted for fiber repair costs.
 - The Contractor still does not agree that they are responsible for these costs.
 - The Contractor has not responded to requests to submit a final payment application with a deduction for the fiber repair costs.

Irrigation Quality 511 (IQ-511) Pump Station Electrical and I&C Assessment

- Field meeting conducted at 9 AM on November 2, 2023 to discuss project scope.
- Proposal submitted to LRECD on November 17, 2023.
- No new progress for January 2024.

Anaerobic Selector Zone Pilot Test

- Kick-Off meeting and site visit conducted on January 24, 2024.



Clarifier No. 4 Condition Assessment

- Purchase Order received on January 2, 2024.
- Kick-Off meeting and site visit conducted on January 24, 2024.

Respectfully Submitted by:
BAXTER & WOODMAN, INC.

Sira “Jockey” Prinyavivatkul, P.E.
Florida Water/Wastewater Department Manager

A handwritten signature in blue ink, appearing to be "Sira Prinyavivatkul", written over a horizontal line.

**Loxahatchee River Environmental Control District
CMA Project Status Update
February 8, 2024**

1. Science Center at Jupiter Inlet Lighthouse Outstanding Natural Area (CMA Project # 494.001)

Activities Performed:

- Conceptual Design Memorandum and building layout options were approved by the Board on 10/21/21.
- A coordination meeting was held 11/12/21.
- 90% design, specifications and cost estimate were submitted.
- LRD plan comments were addressed.
- Proposed roof alternative design was submitted to LRD for review (to address comments from SHPO).
- Bid documents were submitted to LRD.
- Comments were received from LRD and meetings/calls conducted to review.
- Final bid documents were submitted to LRD.
- Project advertised for bid (bids due January 10, 2023, anticipated award at January Board meeting).
- Recommendation of bid rejection was presented to the Board on January 19, 2023. Board voted to reject all bids.
- Conducted discussions with LRD staff on possible project adjustments to save costs.
- Project on hold.

2. 2500 Jupiter Park Drive Conceptual Site Planning

Activities Performed:

- Conducted kickoff meeting.
- Environmental field work was performed, report submitted, comments received from LRD, revised report submitted.
- Staff and Board survey were performed.
- Existing site base plan was prepared.
- A review of adjacent stormwater permits was performed.
- Site concept plans were prepared.
- Site visits and meeting with LRD were conducted to review survey results and concept plans.
- Presented survey results and concept plans to the Board.
- Submitted data request to LRD for massing study and received results. Provided LRD with initial space calculations.
- Reviewed WWTF capacity expansion goals with LRD. Submitted memorandum on the WWTF future space to LRD.
- Submitted draft Site Security memorandum, received comments from LRD, and submitted final memorandum.
- Draft massing concepts were presented to LRD at the meeting.
- LRD comments were incorporated, and a revised massing study was submitted.
- LRD provided comments on the revised massing study.
- Revised massing study submitted.
- Draft site plans submitted and comment received. Comment responses issued.

- Site planning memorandum drafted. Holding document submittal for confirmation on some of the key site plan concepts.
- Met with LRD staff to discuss comments and confirm concepts. CMA submitted additional information to follow up discussion at this meeting.
- Additional utility information provided by LRD.
- Site plans, massing study and site planning memorandum submitted.
- Comment responses provided to LRD.
- Meeting conducted to review comments.
- Sample revised site plans submitted to LRD for review of label/color schemes.
- Report and site plan revisions underway.

**Loxahatchee River Environmental Control District
9278 Indiantown Road/20 Acre Site
Phase I - Remediation
LRECD PO#23-804 / KCI 482021095.02**

Progress Report

To: Mr. Kris Dean, P.E., Deputy Executive Director/Director of Engineering
From: Robert Zuccaro, PE, Env SP, KCI Sr. Project Manager,
Date: February 2, 2024

ACTIVITIES

KCI Technologies progress report updates for the current billing period are:

Activities and Support:

Task 1 - **Kick Off Meeting:** 100% Complete

Task 2 - **Data Collection:** 100% Complete

Task 3 - **Schematic Design Plan:** *60% Complete

Task 4 - **Design Development Plan:** 98%

Task 5 – **Meetings:** 32.25%

Task 6 – **Construction Document Plans:***47.5% Complete

Task 7 – **Final Bid Documents:** N/A

Task 8 – **Bid Assistance:** N/A

Task 9 – **Project Schedule and Monthly Reports:** 40%

Task 10 – **Site Plan:*** N/A

Task 11 – **Site Plan Processing;*** N/A

*Note that Tasks 3 and Task 6 have increase scope and fee due to supplemental work order for amenities added per approved grant funds

ID		Task Name	Duration	Start	Finish	% Complete	Qtr 2, 2023 AprMayJunJulAugSepOctNovDec	Qtr 3, 2023	Qtr 4, 2023	Qtr 1, 2024	Qtr 2, 2024	Qtr 3, 2024	Qtr 4, 2024
1		Kickoff Meeting	0 days	Fri 5/26/23	Fri 5/26/23	100%		5/26					
2		Notice to Proceed	0 days	Tue 5/30/23	Tue 5/30/23	100%		5/30					
3		Data Collection	15 days	Tue 5/30/23	Mon 6/19/23	100%							
4		Identify Design Components	15 days	Tue 5/30/23	Mon 6/19/23	100%							
5		Review Geotechnical Report	15 days	Tue 5/30/23	Mon 6/19/23	100%							
6		Schematic Design Plans (30% Submittal)	30 days	Tue 5/30/23	Mon 7/10/23	60%							
7		Client Review	15 days	Tue 7/11/23	Mon 7/31/23	100%							
8		Design Development Plans (60% Submittal)	60 days	Tue 8/1/23	Mon 10/23/23	98%							
9		Client Review	15 days	Tue 10/24/23	Mon 11/13/23	0%							
10		Constr. Documents (90% Submittal)	120 days	Tue 11/14/23	Mon 4/29/24	48%							
11		Construction Document Plans	90 days	Tue 11/14/23	Mon 3/18/24	60%							
12		Permitting Application	120 days	Tue 11/14/23	Mon 4/29/24	45%							
13		Client Review	15 days	Tue 3/19/24	Mon 4/8/24	0%							
14		Final Bid Documents (100% Submittal)	30 days	Tue 4/30/24	Mon 6/10/24	0%							
15		Bid Assistance	90 days	Tue 6/11/24	Mon 10/14/24	0%							
16		Project Schedule and Monthly Reports	360 days	Tue 5/30/23	Mon 10/14/24	40%							
17		Site Plan	60 days	Mon 2/26/24	Fri 5/17/24	0%							
18		Site Plan Processing	120 days	Mon 5/20/24	Fri 11/1/24	0%							

Project Schedule
Date: 02/02/24

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress

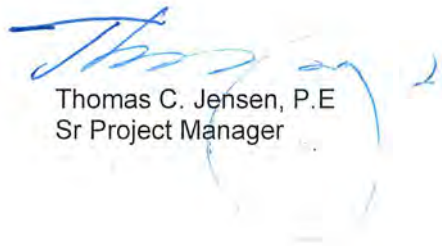


February 2, 2024

Re: ***County Line Road Reclaimed Water Main Relocation/R23007
Project Update***

- For January 2024, we have been working on resolving property rights along the northerly right of way of County Line Road. This easement is required to satisfy the FDEP ERP, our last permit to be acquired on this project.
 - Coordination with LRD staff and the property owner within the LeParc subdivision for the required easement over our proposed IQ main.
 - Received the executed easement referenced above on January 29th from LRD.
 - Submitted the executed easement documents to FDEP on January 29th.
 - For February 2024, we will be doing the following.
 - A follow-up phone call to FDEP is planned to be made the week of February 5th.
 - Receipt of the FDEP ERP will allow us coordinate with LRD for the bidding of this project.

KIMLEY-HORN AND ASSOCIATES, INC.



Thomas C. Jensen, P.E
Sr Project Manager



February 8, 2024

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

Ref. No.: C0089.40
Subject: Loxahatchee River Subaqueous Forcemain Replacement (PO No. 22-0911)

Dear Kris:

Below is our Monthly Update through February 8, 2024.

- FDEP Permit application #50-0433593-001-EI
 - DSL Reviewed and Approved submerged land easement 1/24/24. Public Noticing period begins.
 - Public notice document packages delivered to FDEP 1/25/24.
 - 30-day extension requested for second RAI response to allow for additional time for FDEP to do public noticing – Public Noticing Period ends 2/19/24.
 - Official RAI response upon completion of noticing period.
- USACE Permit
 - No additional information on 408 Permit review status. Awaiting determination.
 - USACE has requested FDEP ERP permit from to finishing their permit process.

Upcoming Activities:

- Second RAI response is ready for resubmittal once the Public Noticing is complete.
- Provide FDEP ERP to USACE upon issue.
- Submit 100% Bid Documents upon final permitting agency comments/approval.
- Advertise project for Bids.

Sincerely,
Mock, Roos & Associates, Inc.

Spencer Schroeder, P.E.
Senior Project Manager

GGG:jsj
Copies: Garry G. Gruber, P.E.
John Cairnes, P.E.
Tyler Thompson, P.E.

Checklist for BWS Facilities @ LRD

#	Facility Name	Facility Description	Disposition	Comments	% Complete
1	Discovery Center	2-Building	1 Remain & Restore	BWS to remove office furniture, exhibits, and equipment in wetlab. AA ok	100
2	Wildlife Hospital	2-Building	1 Remain & Restore	BWS to remove office desk, kennels inside and porch, equipment, appliances, specialised lighting, and radiology. AA ok	100
3	Welcome Center and deck in front/back	2-Building	Remove & Restore	BWS to remove office furniture but leave building and decking. AA ok	100
4	Panther House	2-Building	Remove & Restore		100
5	Bear House	2-Building	Remove & Restore		100
6	Snake House	2-Building	Remove & Restore		100
7	Bathrooms @ Snake House	2-Building	Remove & Restore		100
8	BWS Administration Offices	2-Building	Remove & Restore		100
9	Maintenance Shop	2-Building	Remove & Restore		100
10	Freezers	2-Building	Remove & Restore		100
11	Administrative Office Deck	3-Structure	Remove & Restore		100
12	Cypress Amphitheater	3-Structure	BWS Request to Remain		100
13a	Pineland Nature Trail Sign	3-Structure	Remove & Restore		100
13b	Pineland Nature Trail Posts	3-Structure	BWS Request to Remain	AA ok	N/A
14	Shade Structure Overlooking Bears	3-Structure	BWS Request to Remain	AA ok	N/A
15	Shade Structure Overlooking Panthers	3-Structure	BWS Request to Remain	AA ok	N/A
16	Shade Structure Overlooking Ponds	3-Structure	BWS Request to Remain	AA ok	N/A
17	Shipping Containers	3-Structure	Remove & Restore		100
18	Alligator Enclosure	4-Animal Enclosure	Remove & Restore		100
19	Bald Eagle Enclosure	4-Animal Enclosure	Remove & Restore		100
20	Bear Enclosure	4-Animal Enclosure	Remove & Restore		100
21	Birds of Prey Enclosure	4-Animal Enclosure	Remove & Restore		100
22	Deer Enclosure	4-Animal Enclosure	Remove & Restore		100
23	Flight Cages	4-Animal Enclosure	Remove & Restore		100
24	Kite Enclosure	4-Animal Enclosure	Remove & Restore		100
25	Otter Enclosure	4-Animal Enclosure	Remove & Restore		100
26	Panther Enclosure	4-Animal Enclosure	Remove & Restore		100
27	Raccoon Enclosure	4-Animal Enclosure	Remove & Restore		100
28	Turtle Enclosure	4-Animal Enclosure	Remove & Restore		100
29	Waterbirds Enclosure	4-Animal Enclosure	Remove & Restore		100
30a	Cypress Boardwalk	5-Boardwalk	BWS Request to Remain	AA ok	N/A
30b	Gator walkway	5-Boardwalk	Remove & Restore		100
30c	Cypress Boardwalk fencing (posts and zoo mesh)	5-Boardwalk	Remove & Restore		100
31	Hospital Boardwalk	5-Boardwalk	BWS Request to Remain	AA ok	N/A
32	Pineland Nature Trail	6-Improved Trail	BWS Request to Remain	AA ok	N/A
33	Walking Trail & railroad ties	6-Improved Trail	BWS Request to Remain	AA ok; dislodged railroad ties removed per LRD	N/A
34	Butterfly Garden on Pineland Nature Trail	7-Other	Remove & Restore		100
35	BWS Dumpsters	7-Other	Remove & Restore	WastePro scheduled to remove	100
36	Pineland Nature Trail Fire Pit	7-Other	BWS Request to Remain	AA ok	N/A
37	Random Parts, Supplies, and etc	7-Other	Remove & Restore		100
38	Splitrail Fencing within BWS Areas	7-Other	Remove & Restore		100
39	Vehicles (including food truck)	7-Other	Remove & Restore		100
40	Picnic Area Pavilion	3-Structure	BWS Request to Remain	AA ok	N/A
41	Tiki Hut Area	3-Structure	Remove & Restore		100
42	Shade Structure overlooking Waterbirds	3-Structure	Remove & Restore		100
43	Small maintenance shed (by maint. Shop)	3-Structure	Remove & Restore		100
44	Large maintenance shed & concrete pad (by employee gate)	3-Structure	Remove & Restore		100
45	Skunks/Opossum enclosure	4-Animal Enclosure	Remove & Restore		100
46	Bobcat habitat/nighthouses	4-Animal Enclosure	Remove & Restore		100
47	Fox habitat/nighthouses	4-Animal Enclosure	Remove & Restore		100
48	Songbird Rehab enclosure	4-Animal Enclosure	Remove & Restore		100
49	Songbird habitats (parrots)	4-Animal Enclosure	Remove & Restore		100
50	Small turtle enclosures (across from parrots)	4-Animal Enclosure	Remove & Restore		100
51	Small raptors (including bluejays & kites)	4-Animal Enclosure	Remove & Restore		100
52	Old croc & gator habitat	4-Animal Enclosure	Remove & Restore		100
52b	Boards and pvc at old croc & gator habitat	4-Animal Enclosure	Remove & Restore		100
53	Mammal Rehab	4-Animal Enclosure	Remove & Restore		100
54	Education bird mews/by flight enclosures	4-Animal Enclosure	Remove & Restore		100
55	Waterbird Rehab	4-Animal Enclosure	Remove & Restore		100
56	Carport by Maintenance Shed	7-Other	Remove & Restore		100
57	Statues in front of Welcome Center & across from parrots	7-Other	Remove & Restore		100
58	Picnic tables	7-Other	Remove & Restore		100
59	Benches	7-Other	Remove & Restore		100
60	Donation boxes	7-Other	Remove & Restore		100
61	Informational Kiosks & all signage	7-Other	Remove & Restore		100
62	Public garbage cans and recycling cans	7-Other	Remove & Restore		100
63	Wash tables	7-Other	Remove & Restore		100
64	Trail lighting	7-Other	BWS Request to Remain	AA ok	N/A
65	Turtle pond platform and old walkway posts	7-Other	Remove & Restore	Platform removed. Posts remain per LRD	100
67	Owl Alcove	7-Other	Remove & Restore		100
68	Shelter behind songbird rehab	7-Other	Remove & Restore		100
69	Old pavers near Panthers	7-Other	Remove & Restore		100
70	Electric serving removed facilities	8-Utilities	Remove & Restore		100
71	Potable water serving removed facilities	8-Utilities	Remove & Restore		100
72	IQ water serving removed facilities	8-Utilities	Remove & Restore		100
73	Pile of asphalt millings near Panthers	7-Other	LRD responsibility	LRD responsibility	N/A



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

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

To: Governing Board
From: Kara Fraraccio, Director of Finance and Administration
Date: February 9, 2024
Subject: Monthly Financial Report

Cash and Investments Balance

Balance as of January 31, 2024
Certificates of Deposit:

Institution	Rate	Book Value	Monthly Change in Investment	Market Value
Brokerage Accounts:				
Vanguard GNMA ADM	-0.46%	\$ 335,778	(1,518)	\$ 326,445
Vanguard Short-Term Treasury	0.05%	3,268,936	1,659	3,227,061
Charles Schwab Bank Sweep				1,705
Subtotal		\$ 3,604,714	\$ 141	\$ 3,555,211
U.S. Treasuries:				
U.S. Treasuries - Due 03/28/24	5.53%	11,265,739	45,168	11,355,321
U.S. Treasuries - Due 06/30/24	5.47%	1,001,097	1,762	1,015,871
Subtotal		\$ 12,266,836	\$ 46,930	\$ 12,371,192
Investment Accounts:				
Florida Prime - SBA	5.57%		\$ 43,377	\$ 9,213,258
Florida FIT - Preferred Cash Pool	5.26%		29,909	6,719,873
Bank United - Public Funds Reserve	4.88%		8,745	2,120,233
Subtotal			\$ 82,031	\$ 18,053,364
Checking Account:				
Truist-Hybrid Business Account	1.95%		\$ 23,038	\$ 7,450,165
Subtotal			\$ 23,038	\$ 7,450,165
Total			\$ 152,140	\$ 41,429,932

Investment Policy Compliance

Performance Measurements

Average weighted rate of return on investments is: 4.34%. As of 01/31/24, 3-month U.S. Treasuries were 5.22% and the 1-month Federal Fund Rate was 5.33%. The District's average weighted rate of return on investment of 4.34% is lower than our benchmark because our investment in Vanguard Short-Term Treasury is underperforming due to interest rate increases in 2023. In 2023, the Fed raised rates 0.25 percentage points four times, meaning interest rates have increased by 1.0% in 2023. Short-term interest rates are currently over 5%. With current market conditions, investing in moderate and long-term CDs produces lower returns than investing in short-term assets.

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Kevin L. Baker
BOARD MEMBER

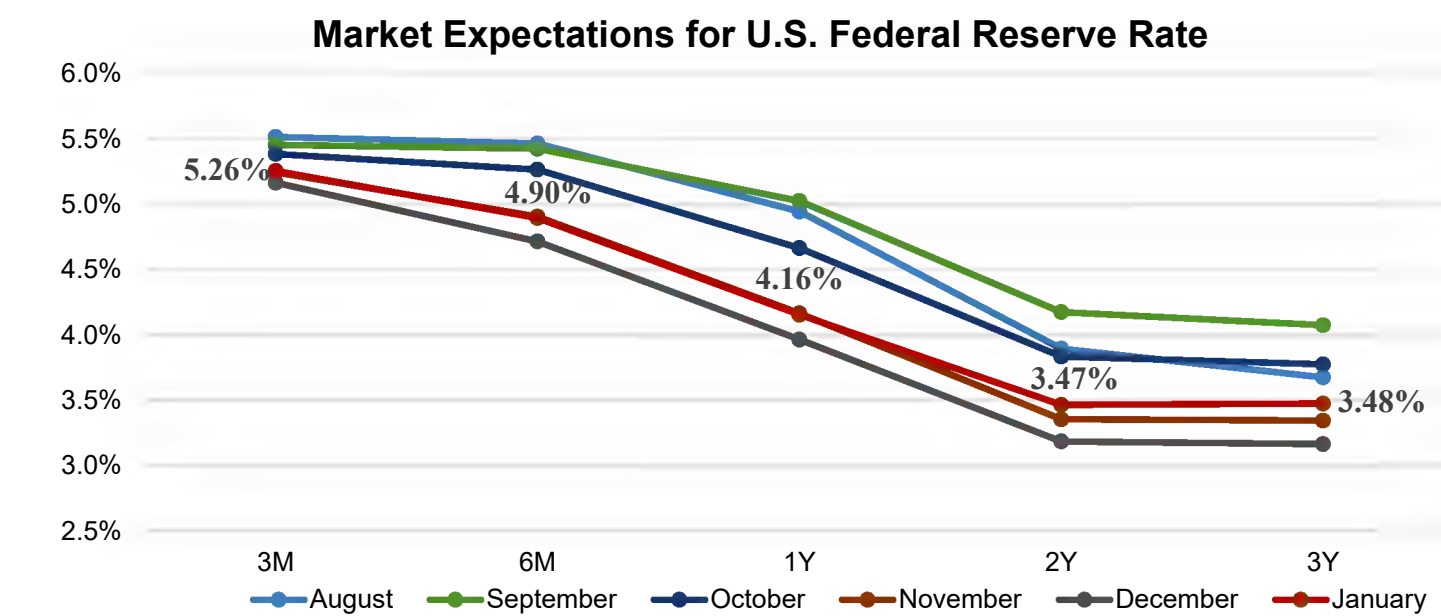
Gordon M. Boggie
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

Clinton R. Yerkes
BOARD MEMBER

Therefore, District staff are intentionally evaluating and revising our investments. The Board can rest assured that all existing and any future investments will fully comply with our Investment Policy.

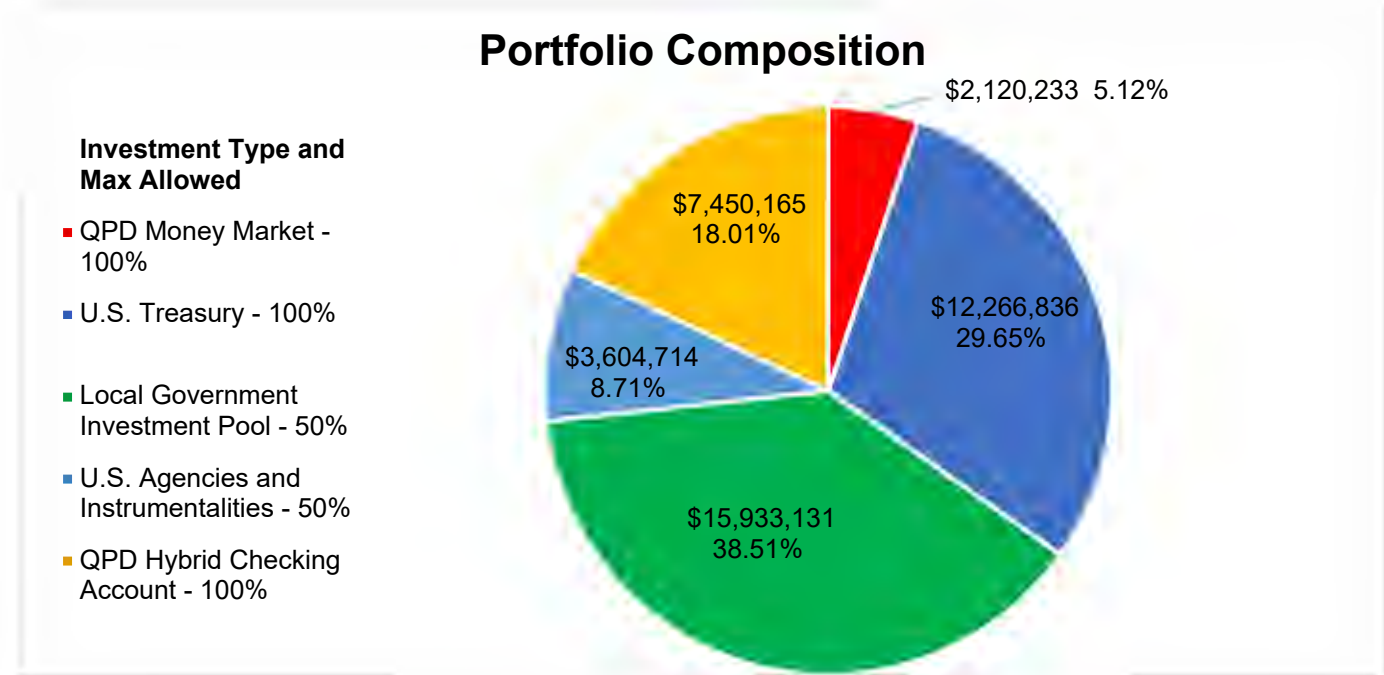
At this time staff believes it is still best to invest in short term maturities as short-term rates are higher than long term rates (e.g. the February 5th, 3-Month treasury rate of 5.22% vs. the 2-Year rate of 4.46%). This inverted yield curve is shown in the chart below. We will continue to monitor the yield curve and evaluate our options during this abnormal market.



*Data as of January 31, 2024.

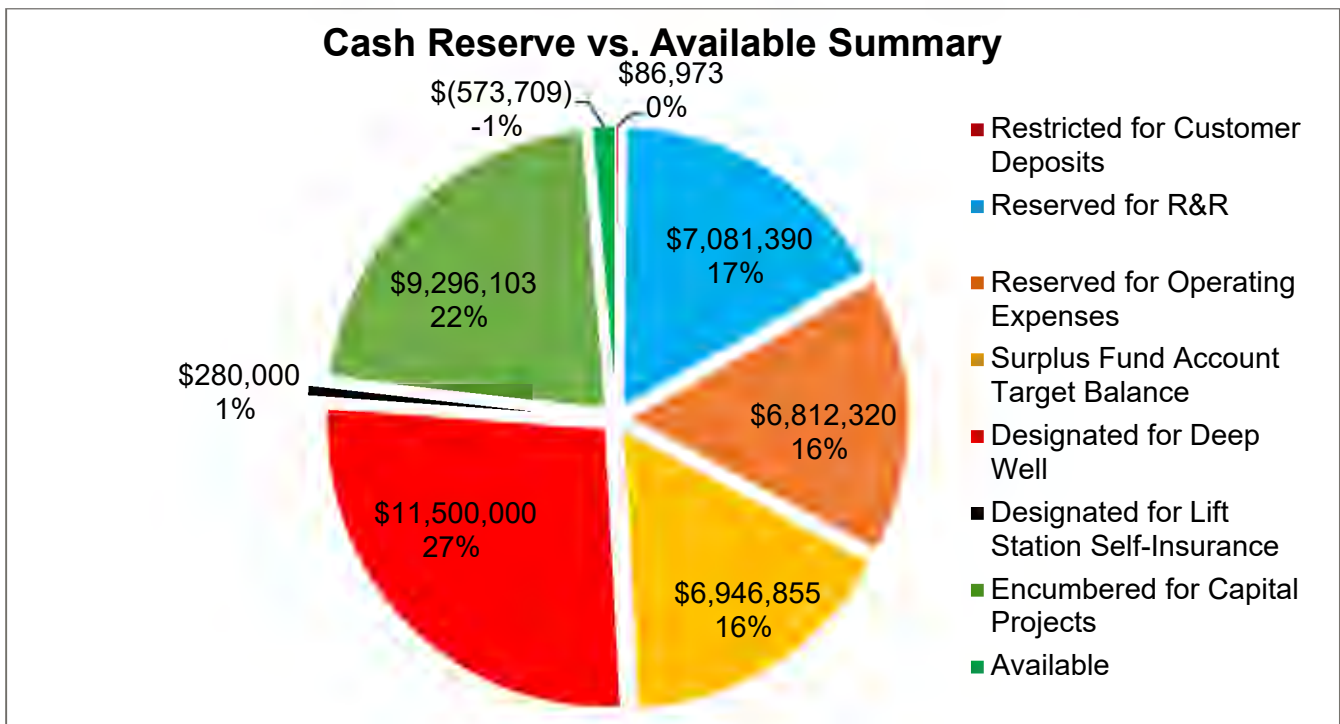
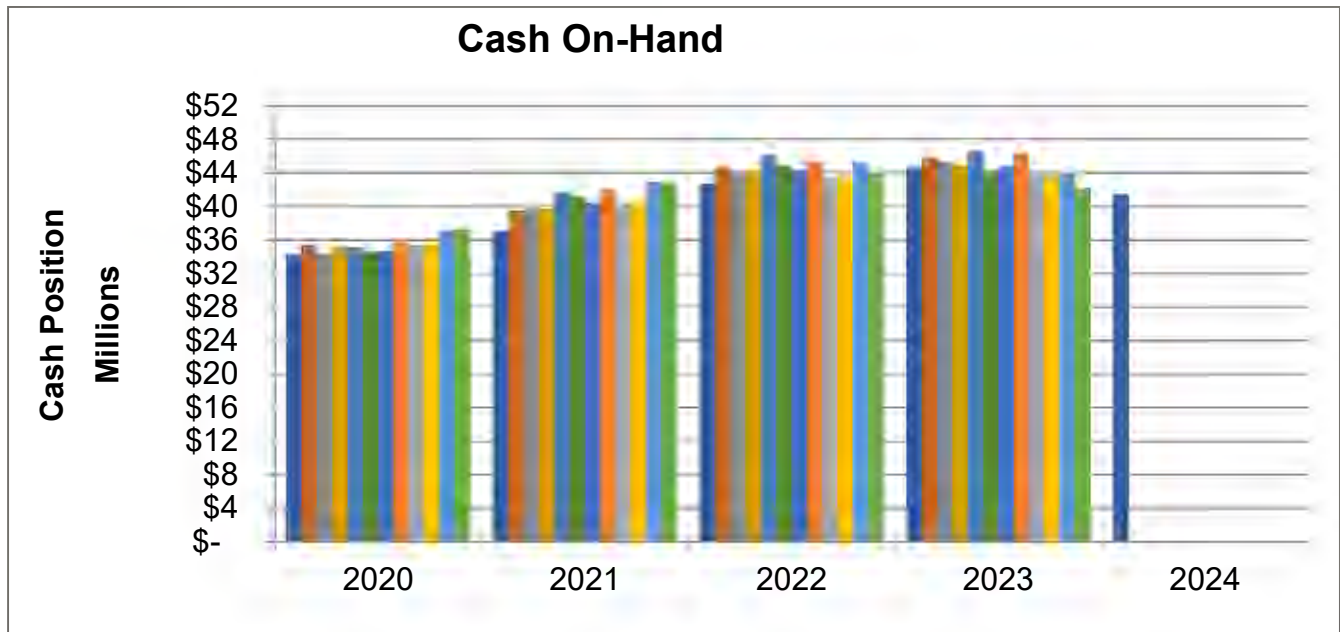
Portfolio Composition

The percentage allocation for investment types is presented below. The percentage allocation requirement for investment types is calculated based on the market value at the time of purchase. All investments percentages are in compliance with the District’s Investment Policy.



Cash Position

Cash position for January 2023 was \$44,602,531. Current Cash position is down by \$3,172,599.



Financial Information

- Legal fees billed in January totaled \$10,600. The fiscal year-to-date total is \$28,875.
- Estoppel fees collected in January totaled \$5,640. The fiscal year-to-date total is \$18,440.
- There was no septage billing in January.
- Developer's Agreement – There were no new Developer Agreements in January.
- I.Q. Water Agreements – San Palermo is past due for December and January; Sonoma Isles is past due for May, June, July, August, September, October, November, December and January.

Summary of Budget vs. Actual

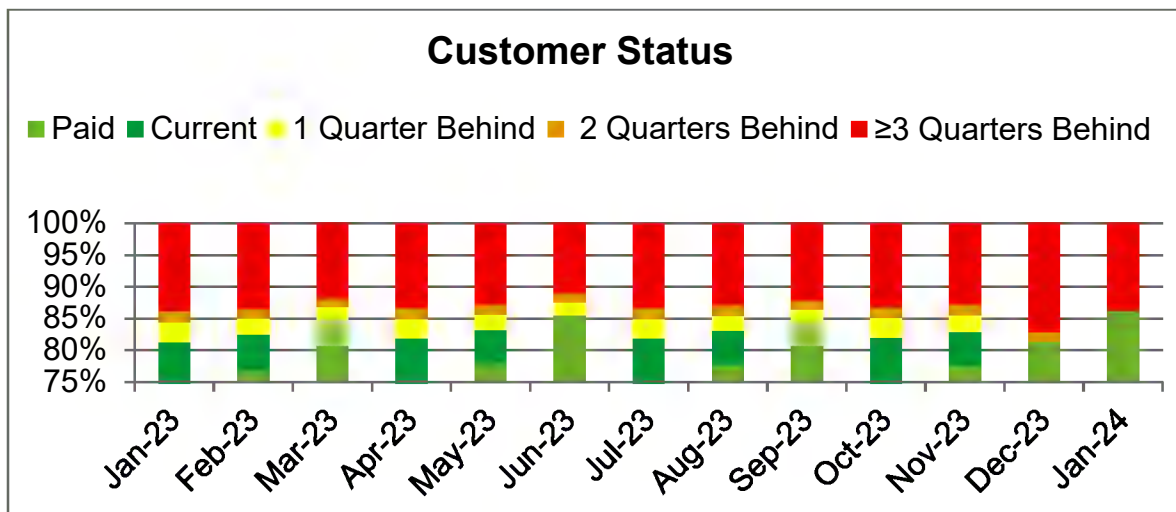
Budget Benchmark
33.33%

	Jan-24 Actual	YTD Actual	FY 24 Budget	Favorable (Unfavorable)	Budget Expended	Jan-23 YTD
Revenues						
Operating Revenues						
Regional Sewer Service	\$ 1,576,630	\$ 6,246,158	\$18,528,000	\$ (12,281,842)	33.71%	\$5,851,634
Standby Sewer Service	9,587	39,293	79,000	(39,707)	49.74%	35,555
IQ Water Charges	198,808	801,359	2,417,000	(1,615,641)	33.16%	777,642
Admin. and Engineering Fees	1,835	4,877	80,000	(75,123)	6.10%	5,668
Other Revenue	50,942	168,047	511,285	(343,238)	32.87%	156,274
Subtotal Operating Revenues	1,837,802	7,259,734	21,615,285	(14,355,551)	33.59%	6,826,773
Capital Revenues						
Assessments	\$ 47,822	\$ 791,630	1,082,000	(290,370)	73.16%	991,115
Line Charges	12,690	34,841	450,000	(415,159)	7.74%	33,387
Plant Charges	42,343	121,400	700,000	(578,600)	17.34%	101,780
Capital Contributions			250,000	(250,000)	0.00%	
Subtotal Capital Revenues	102,855	947,871	2,482,000	(1,534,129)	38.19%	1,126,282
Other Revenues						
Grants			100,000	(100,000)		5,126
Interest Income	180,347	1,179,832	1,847,400	(667,568)	63.86%	881,642
Subtotal Other Revenues	180,347	1,179,832	1,947,400	(767,568)	60.58%	886,768
Total Revenues	\$ 2,121,004	\$ 9,387,437	\$ 26,044,685	\$ (16,657,248)	36.04%	\$ 8,839,823
Expenses						
Salaries and Wages	\$ 575,494	\$ 2,292,623	\$7,863,800	\$ 5,571,177	29.15%	\$2,202,904
Payroll Taxes	42,310	161,258	559,200	397,942	28.84%	155,398
Retirement Contributions	103,694	359,630	1,204,100	844,470	29.87%	332,964
Employee Health Insurance	125,031	543,102	1,995,200	1,452,098	27.22%	486,790
Workers Compensation Insurance		64,135	75,800	11,665	84.61%	29,895
General Insurance	25,107	481,625	499,730	18,105	96.38%	252,705
Supplies and Expenses	80,050	427,230	1,243,362	816,132	34.36%	383,283
Utilities	128,573	501,797	1,860,071	1,358,274	26.98%	523,021
Chemicals	37,278	162,148	519,000	356,852	31.24%	159,309
Repairs and Maintenance	187,182	801,204	2,088,909	1,287,705	38.36%	553,291
Outside Services	155,452	754,701	2,302,800	1,548,099	32.77%	649,742
Contingency			225,000	225,000	0.00%	
Subtotal Operating Expenses	1,460,171	6,549,453	20,436,972	13,887,519	32.05%	5,729,302
Capital						
Capital Improvements	\$ 327,670	\$ 2,133,125	12,697,473	10,564,348	16.80%	1,707,144
Subtotal Capital	327,670	2,133,125	12,697,473	10,564,348	16.80%	1,707,144
Total Expenses	\$ 1,787,841	\$ 8,682,578	\$ 33,134,445	\$ 24,451,867	26.20%	\$ 7,436,446
Excess Revenues						
Over (Under) Expenses	\$ 333,163	\$ 704,859	\$ (7,089,760)	\$ 7,794,619		\$ 1,403,377

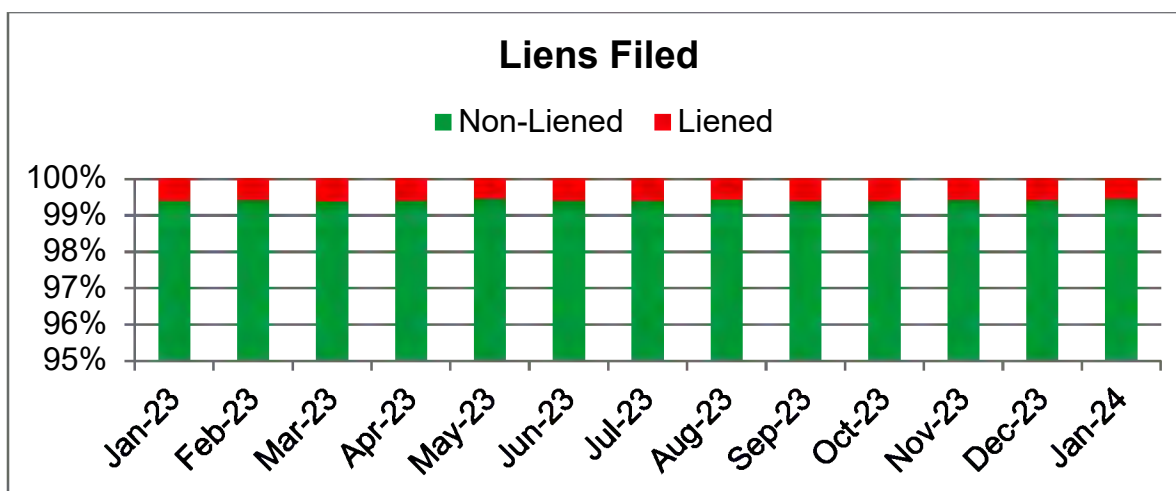
Total Capital expenses incurred and encumbered totalled \$10,993,613 or 86.58% of the capital budget. This includes funds encumbered in a prior fiscal year for projects that stretch across multiple fiscal years.

Accounts Receivable

The District's fourth quarter billing was \$4,670,298, of this amount \$3,932,832 represents customer balances that are either paid or current. The chart below illustrates customers' receivable status as a percentage of quarterly sewer billing. Paid or current balances represent approximately 84.0% billing.



The District serves approximately 33,399 customers. Currently, the District has 188 liens filed which represent approximately 1.0% of our customers.



Pending/Threatened Litigation

- No pending or threatened litigation.



LOXAHATCHEE RIVER DISTRICT

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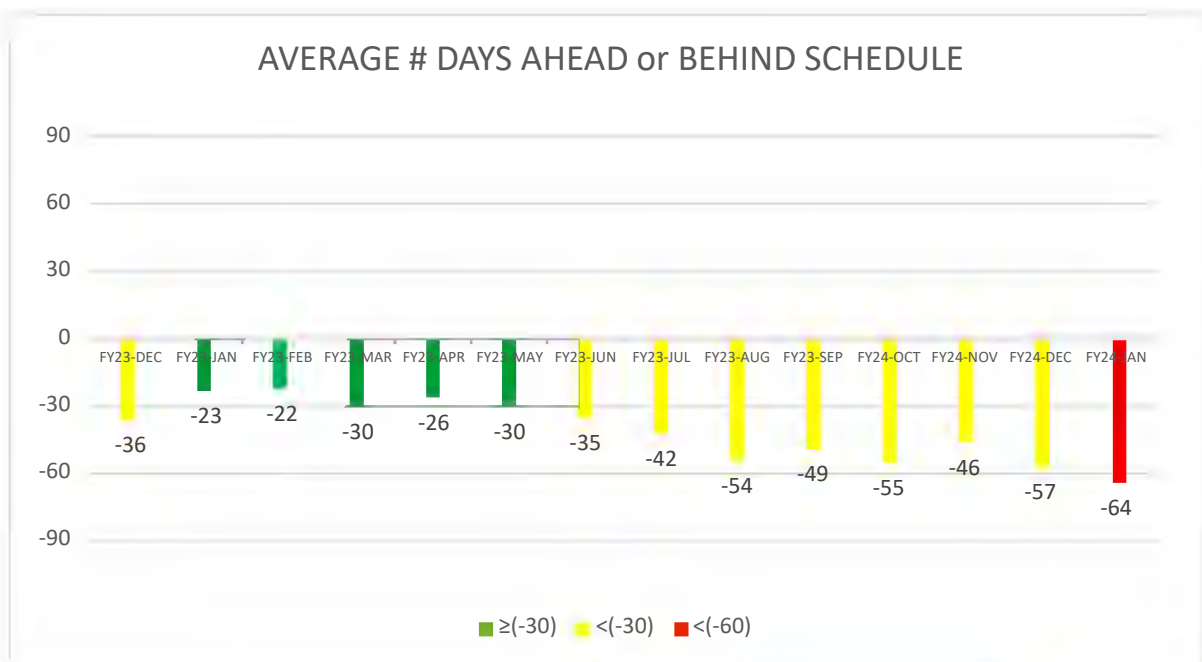
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MEMORANDUM

TO: D. Albrey Arrington, Ph.D., Executive Director
FROM: Kris Dean, P.E., Deputy Executive Director
Courtney Jones, P.E., Director of Engineering
DATE: February 09, 2024
SUBJECT: Capital Program and Engineering Services Report

Capital Projects

Capital Schedule (FLOAT = -64 Days)



Notable delays to the Capital Program are listed below.

N21008 – Jupiter Park Drive Site Planning – DRAFT Final Submittal is scheduled for February 9, 2024.

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N20036 – IQ 511 Pump Station Piping Improvements – Lingering issues around responsibilities for fiber optic repair have been remedied. The project is scheduled to close in February 2024.

R23007 – Countyline Road IQ Main Relocation – Permitting delays associated with property rights have impacted the schedule. Staff are working with the consultant to adjust the schedule and executed a time extension for permitting delays.

N23004 – Lift Station 050 Emergency Generator – The new site layout encroaches on the adjoining property. Staff have worked with the consultant on an alternative layout that fits within the existing easement and right of way. See Tab 5G for a proposed change order to design and permit the alternative layout.

R22005 – Unit 20 Crane Truck Replacement – Staff are working with the Vendor for a delivery schedule.

R22012 – Control Panel Replacements and RTU Installations at 36 Stations - Finalizing the PDR took longer than expected as well as staff review time over the holidays.

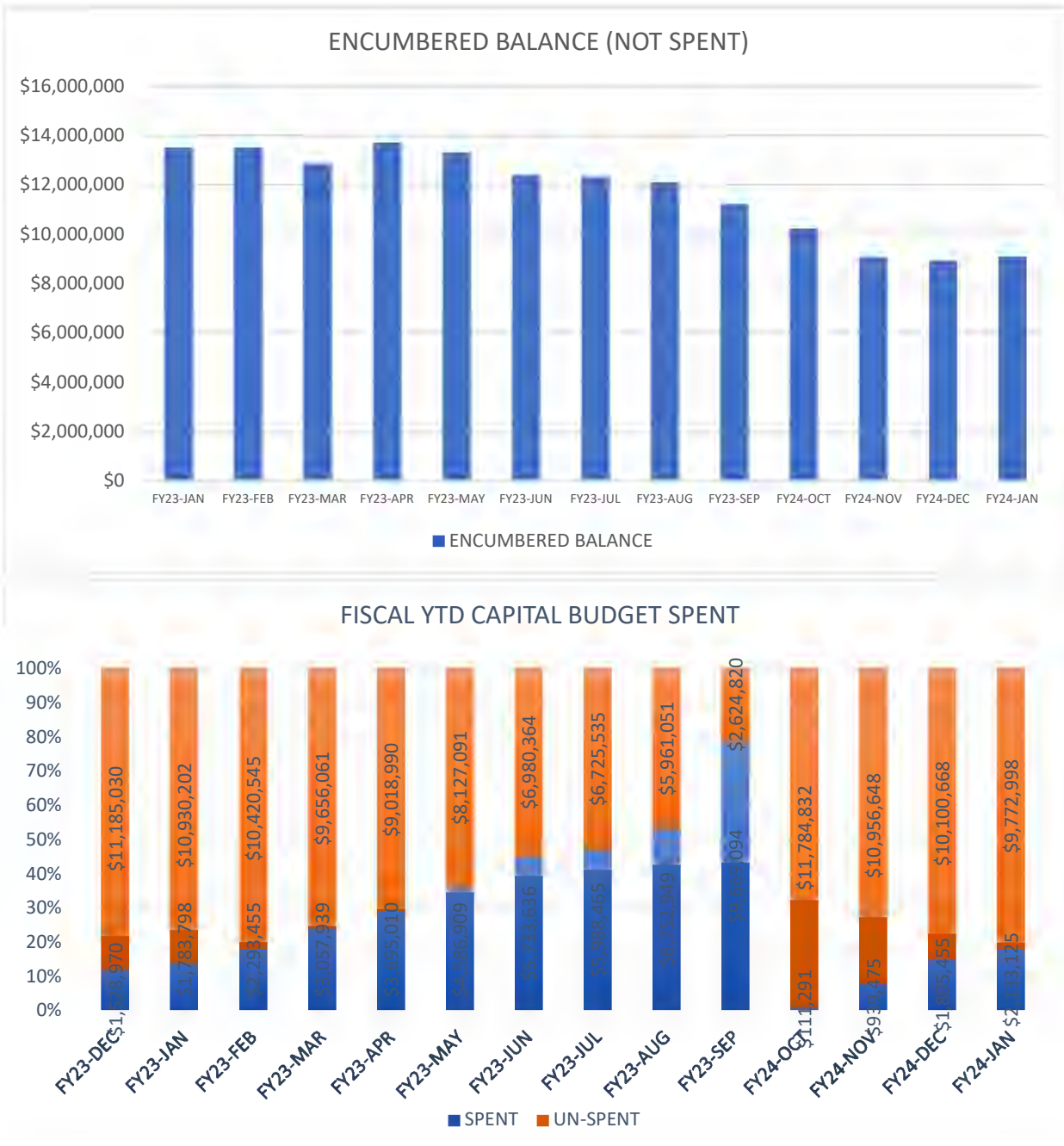
The overall negative (-) float is attributed to the following causes:

Construction Delays:	34%
Supply Chain Issues:	12%
Design/Permit/Bid:	25%
Late Start:	4%
Planning Contracts:	26%

Construction delays have the largest impact to the negative float (34% from 16 projects total). Staff are working with consultants and contractors to close out punchlist items and implement recovery schedules.

Staff also anticipate close out of IQ 511 Pump Station Piping Improvement and time extensions for County Line Road IQ Mian Relocation, Loxahatchee River Subaqueous Crossing Replacement and Lift Station 050 Emergency Generator to correct project schedules due to delays beyond the consultants’ control. These adjustments should bring program float in the range of -30 days. Additional project completion for 2500 Jupiter Park Drive and gravity main and service lateral lining should move the schedule solidly into the green through March 2024.

Capital Budget



Project Updates

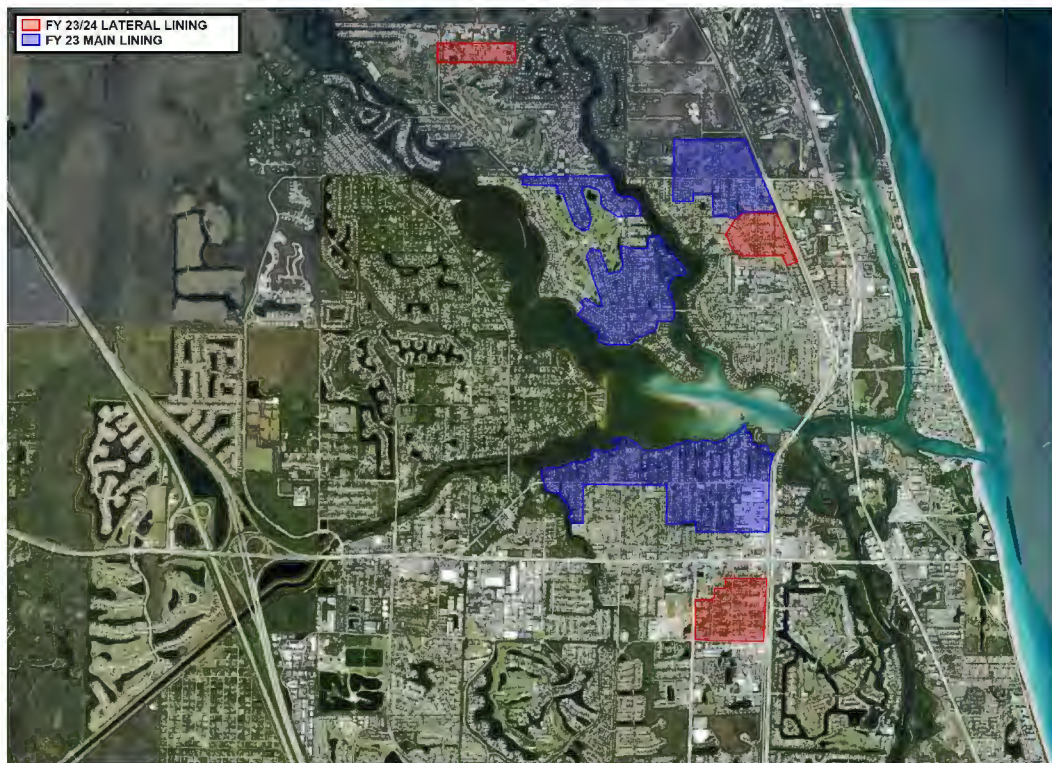
Science Center and Jupiter Inlet Lighthouse Outstanding Natural Area (aka: BLM House Renovations): We are evaluating alternate renovation approaches in-house based on revised layouts that have been coordinated with the River Center. Additionally, River Center staff are working on minimal site facilities to allow base line programming to occur on the site. Facilities include a chickee hut and storage building, both of which are funded by a grant from the Bureau of Land Management.

2500 Jupiter Park Drive Site Planning: Since the presentation to the Board in May 2022, staff and the consultant have continued to make progress on the massing study, architectural programming, potential treatment facility footprint and security review. Once these components are complete staff will provide revised site plans for Board discussion and consideration. See Chen-Moore's engineering report for more details.

20 Acres/9278 Indiantown Road: The Board approved the DEP Grant Agreement for the LRPI funding to construct parking facilities, a chickee hut, and nature trails on the 20 acres site and associated change order to the consultant for the additional design work at the December 2023 Board Meeting.

In-house Projects

Gravity System Rehabilitation – Cleaning, TV Inspection and Lining:



Main lining work is complete in LS018, LS041, and LS054 systems.

The Board awarded lateral lining contracts for LS018, LS041 and LS054 in November 2022. A preconstruction meeting was held on January 11, 2023. The Contractor is currently working on lateral lining in all 3 systems.

The Board also awarded main lining contracts for LS050 in November 2022 and LS070 and LS071 in December 2022. Work commenced in January 2023. Main lining work in LS050 is completed. Main lining work in LS070 and LS071 is substantially complete and project is in punchlist/closeout.

In April 2023, the Board awarded a main lining contract for LS011, LS012, LS014, LS027 and LS190 collection systems. Contractor began cleaning and CCTV work in these systems in August 2023 and has started lining in these systems as of September 2023. Contractor is substantially complete in LS011, LS014, and LS190 with a few remaining mains in LS012 and LS027 yet to be completed.

In November 2023, the Board awarded a lateral lining contract, which is planned to cover a portion of the LS050 system laterals. Pre-construction meeting was held on December 7, 2023. Material submittals and permitting are in progress. Contractor anticipates starting this work in March 2024.

Staff utilized a piggyback contract mechanism to contract for select main lining work identified by field inspections.

Pre-construction meeting held for CIPP lining of six (6) gravity mains (LS001-GL057, LS001-GL160, LS063-GL016, LS063-GL017, LS041-GL015, LS041-GL027) on September 29, 2023. Contractor has completed cleaning/CCTV work for all main lines and permitting is in progress for MOT for the main lining work.

Contractor General Services Work:

Lift Station Rehabilitations General Construction Services:

Lift Station	Inspection	Design	Procurement	Construction
230	COMPLETE	COMPLETE	IN-PROCESS	-----
148	COMPLETE	COMPLETE	IN-PROCESS	-----
152	COMPLETE	IN-PROCESS	-----	-----
169	COMPLETE	IN-PROCESS	-----	-----
081	COMPLETE	IN-PROCESS	-----	-----
167	IN-PROCESS	-----	-----	-----
072	IN-PROCESS	-----	-----	-----

See Tab 5A for Lift Station General Construction Services recommendation of award.

Manhole Rehabilitation:

Staff utilized a piggyback contract mechanism to contract for select manhole rehabilitation work that has been identified per field inspections.

Pre-construction meeting for three (3) manhole rehabilitations (LS057-MH014, LS050-MH063, LS006-MH005) was held on September 8, 2023. Construction commenced in January 2024.

Pre-construction meeting for three (3) manhole rehabilitations (LS041-MH011, LS054-MH015, LS071-MH020) was held on October 5, 2023. Construction commenced in January 2024.

Pre-construction meeting for five (5) manhole rehabilitations (LS231-MH002, LS054-MH002, LS070-MH001, LS070-MH003, LS163-MH013) was held on November 16, 2023. Material submittals and permitting are in progress.

Collections System / Operations Rehabilitation:

Staff utilized general services contracts (20-007-WWRECGENCONSTR, 22-005-0115 GENERAL SERVICES – ELECTRICIAN SERVICES) to contract for the following collection system rehabilitation projects. Pre-construction meeting for this work was held on June 14, 2023. Status updates for each project still in-progress are outlined below:

- Abacoa Town Center Phase 2 – Maxicom Site 21 (ABS21) – replace breaker panel – Construction in-progress
- Abacoa POA – Maxicom Site 6G (ABS06) – replace breaker panel – Construction in-progress
- Abacoa Vintage – Maxicom Site 27 (ABS27) – replace breaker panel – Construction in-progress

Pre-construction meeting for additional work items under 22-005-0115 GENERAL SERVICES – ELECTRICIAN SERVICES was held on September 8, 2023 for the following projects:

- IQ523 (105 Barbados Drive) – Replace breaker box at RTU panel – Construction in-progress
- LS066 (425 Beach Road) – Replace electrical conduit from FPL meter can to disconnect – Construction in-progress
- LS051 – Replace disconnect– Construction in-progress
- LS094 (1001 Clemons Street) – Replace disconnect– Construction in-progress

Pre-construction meeting for additional work items under 22-005-0115 GENERAL SERVICES – ELECTRICIAN SERVICES was held on October 5, 2023 for the following projects:

- 18345 SE Birdie Lane – repair stamped concrete driveway in Martin County R/W due to service lateral repair – Construction in-progress
- LS236 – replace disconnect – Construction in-progress
- LS068 – replace electrical service from existing transformer to LS068 – Construction in-progress

Pre-construction meeting for additional work items under 22-005-0115 GENERAL SERVICES – ELECTRICIAN SERVICES was held on November 16, 2023 for the following projects:

- Ground Rod Installation - LS002, LS005, LS013, LS059, LS070, LS073, LS106, LS136,
- LS145, LS146, LS147, LS179, LS193, LS199, LS231 – Construction in-progress
- IQ504 - replace existing transformer mounted on the backside of the control panel rack and repair/replace bottom 5' tower piece and base plate of damaged RTU antennae – Construction in-progress

Neighborhood Sewering/Remnant Properties:

109-111 Old Jupiter Beach Road: Re-design per the homeowner's request / easement provided for 109-111 Old Jupiter Beach Road is in progress. The project includes two services and low-pressure force main to be installed in existing roadway ingress/egress easement. Homeowners were provided information on 9/22/21 and 7/13/22. Homeowner at 109 Old Jupiter Beach Road has entered into an agreement, paid connection charges, and provided easement for preferred location of sewer facilities. Updated design drawings are in-progress.

Island Way LPSS: Design and permitting are complete. The project includes two services and low-pressure force main to be installed in the right of way. Project is substantially complete and in closeout.

18828 SE Jupiter Road: Owner of this property is currently construction for re-development. As part of the property re-development requirements, the owner is required to convert from septic to sewer and extend the low-pressure main adjacent to their property limits to allow for service to future customers. Project is substantially complete and in closeout.

SE Indian Hills Drive: Staff are working with POA to present preliminary design alternatives to the property owners.

Other: Staff are working with IT and customer service to confirm remnant sewerage and update priority listing based on property access rights.

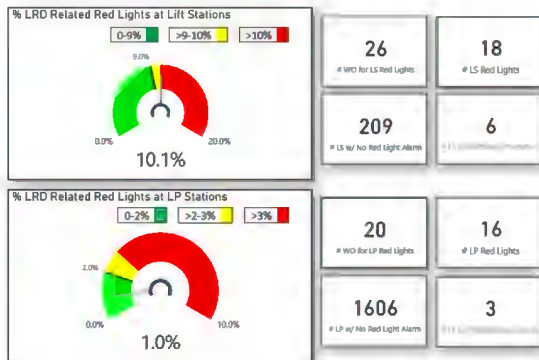
Statutory Way of Necessity:

Harbor Road South: The property owner of the vacant parcel at the south-end of this private roadway has entered into a letter agreement for staff to proceed on their behalf. Project is substantially complete and in closeout.

COLLECTIONS AND REUSE

Lift Station Red Lights: This month the system experienced 55 total red lights. 36 lift station red lights (with 5 stations experiencing multiple red light events) and 19 low pressure red lights (with 0 stations experiencing multiple red light events).

Red Light Emergency Call Work Orders Dashboard
January 2024

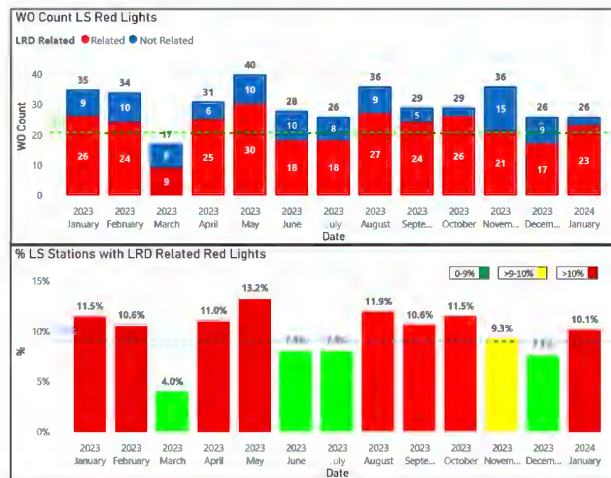


Red Light Emergency Call Work Orders Dashboard
November 2023 through January 2024

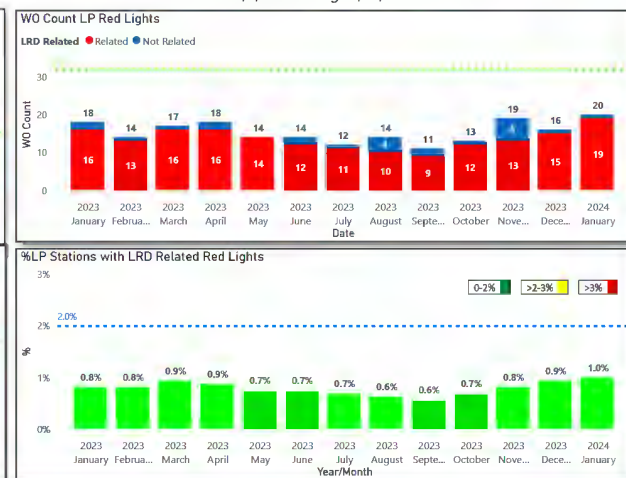


Work Order counts due to red lights exclude red lights due to FP&L power failure since staff have no mechanism to impact FP&L performance during inclement weather or other power outages. Staff continue to include FP&L power outages in the 3-month rolling average for repeat stations and work order counts to facilitate FPL coordination on problem areas and potential use of portable standby power to ensure continuity of service.

Red Light Emergency Call Work Order Lift Station: Trend
1/1/2023 through 1/31/2024

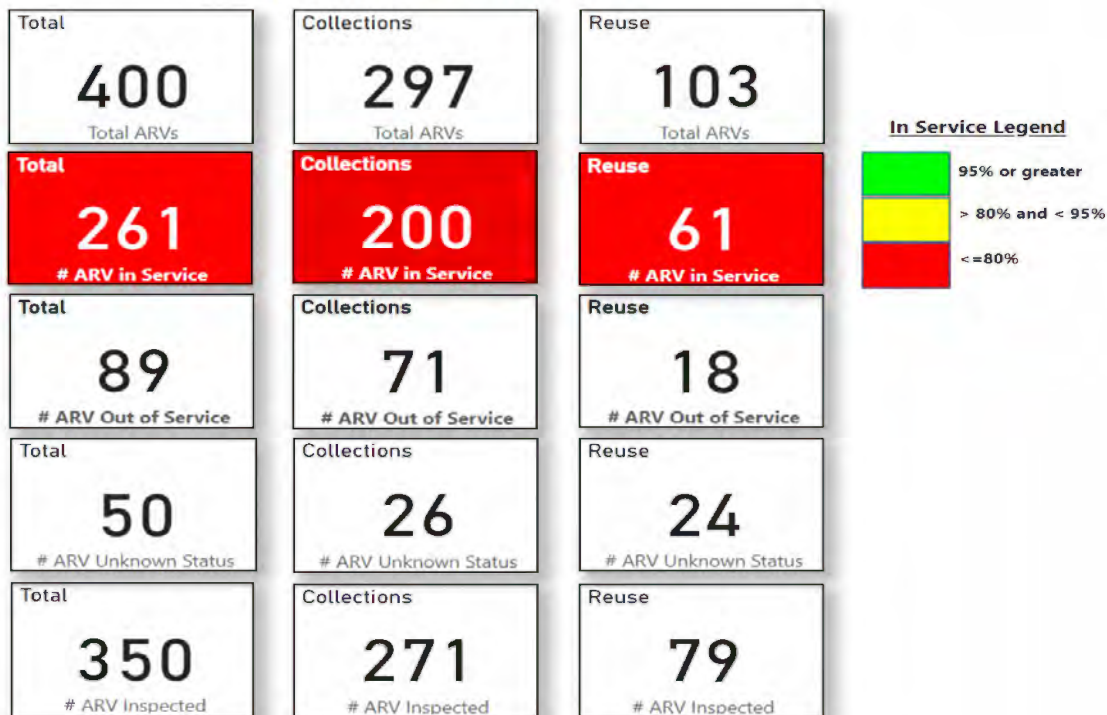


Emergency Call Work Order Low Pressure: Trend
1/1/2023 through 1/31/2024



Air Release Valves (ARV):

ARV Status Dashboard



Wet Well Cleaning:

Wet Well Cleaning Schedule: KPI

January 2024 through January 2024



UNAUTHORIZED DISCHARGES (fka SANITARY SEWER OVERFLOWS)

There were 2 unauthorized discharges in the collection-transmission-distribution system this month.

On January 12, 2024, the District had an unauthorized discharge of 10 gallons of sewage from a cleanout (LS055-CO022) located on Pinehill Trail W. in Tequesta, FL. The unauthorized discharge was caused by a blocked gravity service (LS055-GS013). The unauthorized discharge was stopped by discontinuing use of water until repairs were made. Some of the unauthorized discharge was absorbed into the soil in the immediate area around the clean out. The affected area was disinfected with lime and cleaned with 20 gallons of potable water of which 20 gallons were recovered. No known storm drains or bodies of water were affected.

On January 24, 2024, the District had an unauthorized discharge of 15 gallons of sewage from a private residence low-pressure system (LP08435-WW) located on Cove Road in Jupiter, FL. The unauthorized discharge was caused by home disconnect switch to the low-pressure panel being turned off. The unauthorized discharge was stopped by discontinuing use of water until the disconnect was turned back on. The unauthorized discharge was absorbed into the soil in the immediate area around the low-pressure system wet well. The affected area was disinfected with lime. No known storm drains or bodies of water were affected.



LOXAHATCHEE RIVER DISTRICT

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D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

TO: Albrey Arrington, Ph.D., Executive Director
FROM: Jason A. Pugsley, P.E., Operations – Plant Manager
DATE: February 9, 2024
SUBJECT: January 2024 Operations Department Monthly Report

Treatment Plant Division / Maintenance Department

Overall, the month of January was productive with all monthly reports prepared and submitted on time. There were no permit exceedances this month. The treatment plant generally operated efficiently and met all treatment objectives. During the month, influent flows to the District's wastewater treatment plant were on the same order of magnitude as the flows recorded during the month of December 2024.

The plant experienced a total of three (3) unauthorized discharges during the month. The first discharge occurred during the demolition and restoration activities performed within the former Busch Wildlife area. During this work, a demolition contractor accidentally struck and broke a segment of underground irrigation quality (i.e., reclaimed) piping, which resulted in approximately 1,300-gallons of highly disinfected water being discharged to the ground. The other two unauthorized discharges occurred, on successive days, due to the failure to execute the proper procedures and exercise appropriate caution when emptying vacuum trucks at the septage dump pad. The first of these discharges was due to improper dumping procedures by a lining contractor and resulted in approximately 1,500-gallons of sewage being discharge to the ground. The second of these discharges was due to District staff and resulted in approximately 750-gallons of sewage being discharged to the ground. In response to these discharges, District Staff responsible for the use and maintenance of the dump pad facilities were provided additional training related to the proper processes and procedures, including contractor oversight, to be adhered to during its use. No bodies of water were affected as a result of any of the discharges and the ground within the immediate areas of each discharge was disinfected with lime. All discharges were reported to the appropriate regulatory agencies, as required.

Stephen B. Rockoff
CHAIRMAN

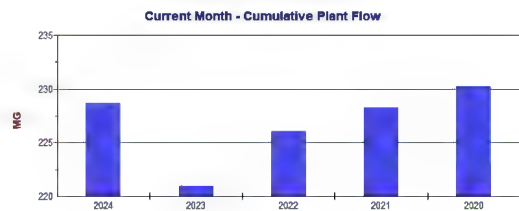
Kevin L. Baker
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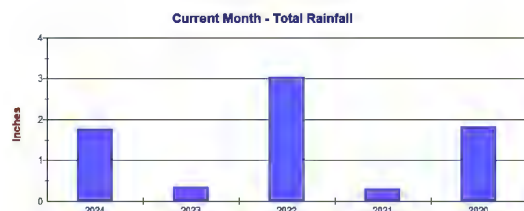
Dr. Matt H. Rostock
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BOARD MEMBER

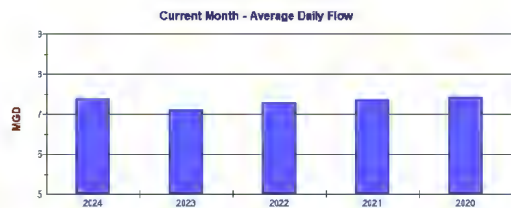
Graphical summaries of the plant flows and rainfall during the month of January, including comparisons with plant flows during the previous month (i.e., December 2023), are presented below.



The Cumulative Influent Flow to the plant for the month of January was 228.69 million gallons. This is on the same order of magnitude as the December flow of 229.87 million gallons.



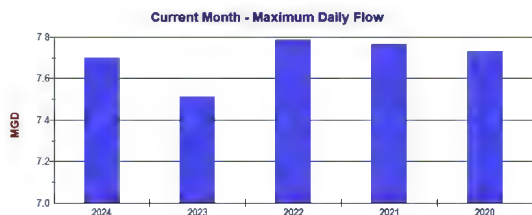
1.78 inches of total rainfall was recorded at the plant site during the month of January. This is significantly less than the December rainfall recorded of 6.14 inches.



The Average Daily Flow (ADF) for the month of January was recorded at 7.38 MGD compared to 7.42 MGD during the month of December and 7.13 MGD during January 2023.

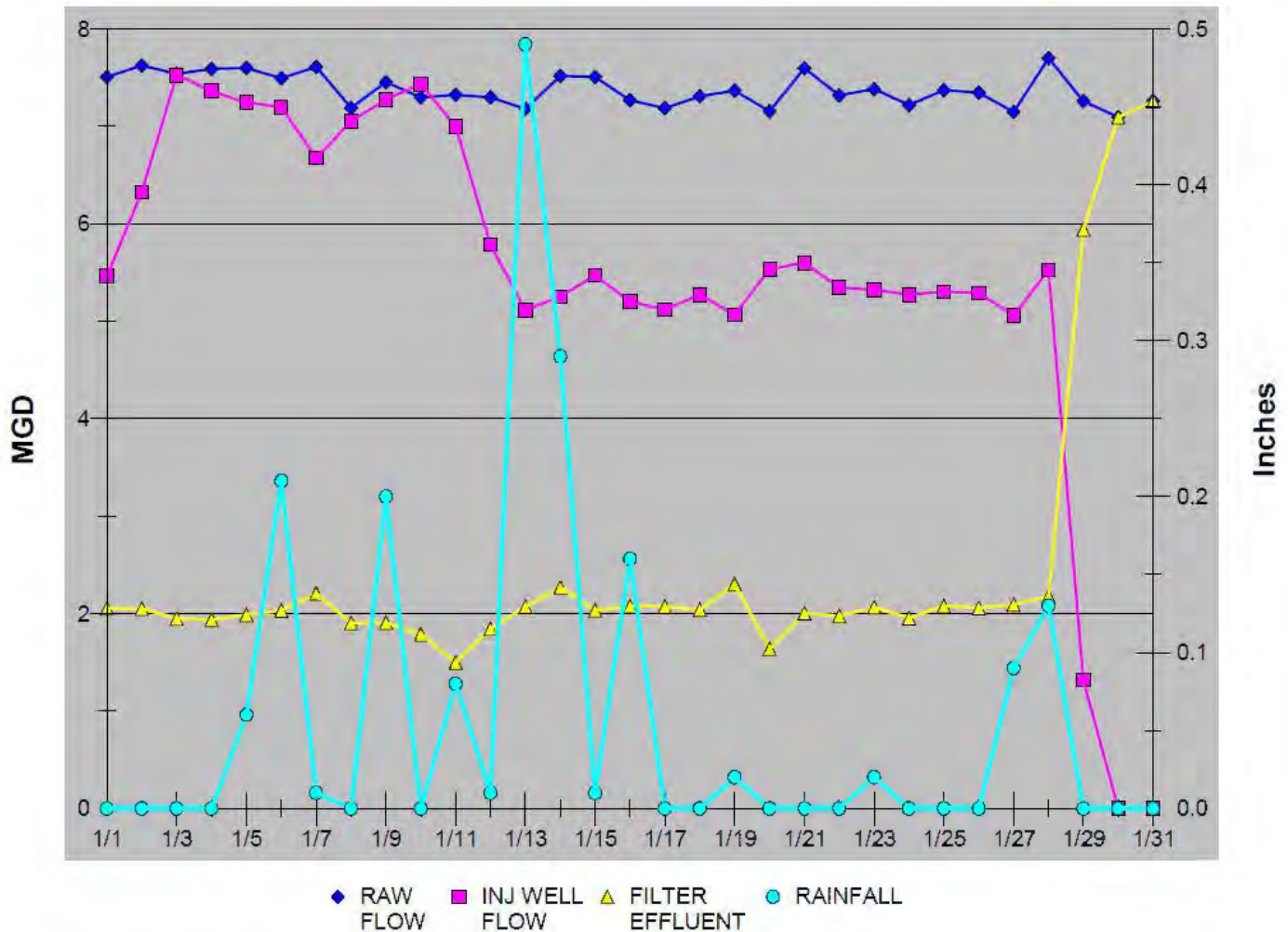


The Peak Hour Flow (PHF) for January was 7,000 GPM which equates to an equivalent daily rate of 10.08 MGD. This is significantly less than the PHF for December of 9,347 GPM (13.46 MGD).



The Maximum Daily Flow (MDF) in January was 7.70 MGD. This is less than the MDF for December of 8.66 MGD.

For the month of January, 33.40% or 76.38 MG of the cumulative influent flow to the plant 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 168.41 MG of blended effluent was diverted to the deep injection well for disposal. The plant delivered a total of approximately 114.15 million gallons of IQ water to the reuse customers during the month of January.



Year to date (i.e., Calendar Year 2024), approximately 33.40% 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 during Year 2024 was recorded at 114.15 million gallons.

All monthly reporting was submitted on time.

Treatment Plant:

Operations Staff continued 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 removing Clarifier No. 4 from service to facilitate the completion of a condition assessment by one of the District's continuing service Engineers. Significant thought and care need to be given during the changeover of secondary clarifier units to mitigate the potential for process upset and unauthorized discharges. To this end, Operations first filled Clarifier No. 3 with reclaimed water prior to diverting process flow to the clarifier. Filling the clarifier with water ensures that the introduction of process flows does not create hydraulic imbalances which would be detrimental to the quality of secondary effluent conveyed to the tertiary filter units. When emptying a secondary clarifier unit, significant volumes of water need to be removed using temporary pumps, piping and fittings. Failure to properly plan this work creates a higher potential for an unauthorized discharge. Operations Staff used a temporary, dry-prime diesel engine driven pump and heavy duty, temporary hoses. Containment pans were placed beneath all connections to eliminate the potential for any drip leaks to contact the ground. The pump conveyed the water to Plant Lift Station No. 4 where it was pumped back to the plant process for treatment. Overall, the process worked well, and there was no need to utilize a vacuum truck to remove settled solids from the base of the unit. This was the first time Clarifier No. 4 was drained since being placed into service in 2018. The preliminary result of the inspection by the Engineer noted only minor mechanical deficiencies as well as moderate corrosion of the ferrous surfaces of the clarifier drive mechanism. As part of the rehabilitation, these surfaces will need to be sand blasted and repainted with an industrial coating system which will prolong the useful service life of the clarifier unit.

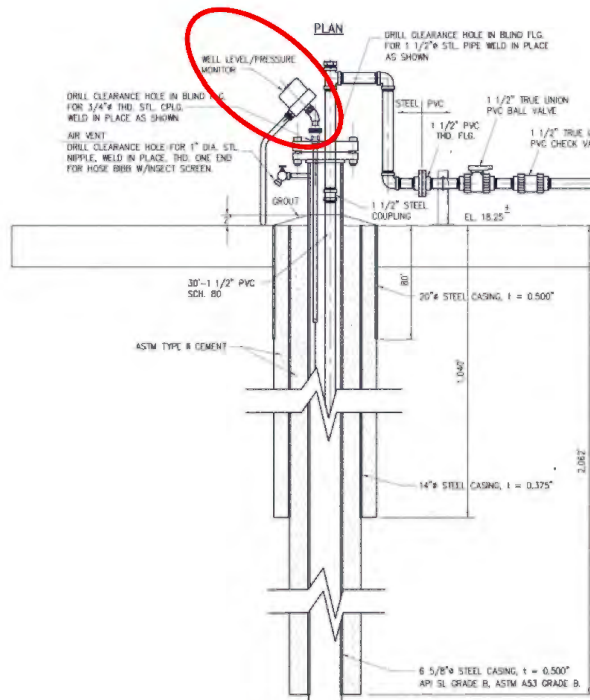


Internal View of Clarifier No. 4

This past month, the Operations Team also worked with the manufacturer's representative to replace the existing pressure transducers installed at the three (3) monitoring wells dedicated to the District's deep injection well (DIW) system. The continuous monitoring and logging of the water level elevation (i.e., pressure) within each monitoring well is required by our DIW operating permit. The existing pressure transducers had reached the end of their useful service life and warranted replacement. The new pressure transducers, which can be calibrated in-situ, include a local display which will allow staff to readily compare the accuracy of each instrument to analog pressure gauges which installed directly to each wellhead. The previous pressure transducers did not allow for this feature since they were wired directly into the programmable logic controller.



DIW Monitor Level Transmitter Rack



Deep Zone Monitor Well Profile



New DIW Monitor Well Pressure Transmitter Display

Lastly, but certainly not least, I want to recognize Plant Operator Remi Gadoua on passing his Florida Department of Environmental Protection (FDEP) Wastewater Treatment Plant Operator Class B licensure exam. Remi began his career at the District within the Collections Department. During this time, Remi established himself as a valuable asset to the District by demonstrating a strong work ethic and drive to succeed. When presented with the opportunity to take on new challenge as a plant operator, Remi jumped at the chance to expand his skill set. Remi has become an integral member of the Operations Team and is definitely earning his stripes. We look forward to seeing Remi continue to progress in his role at the District.

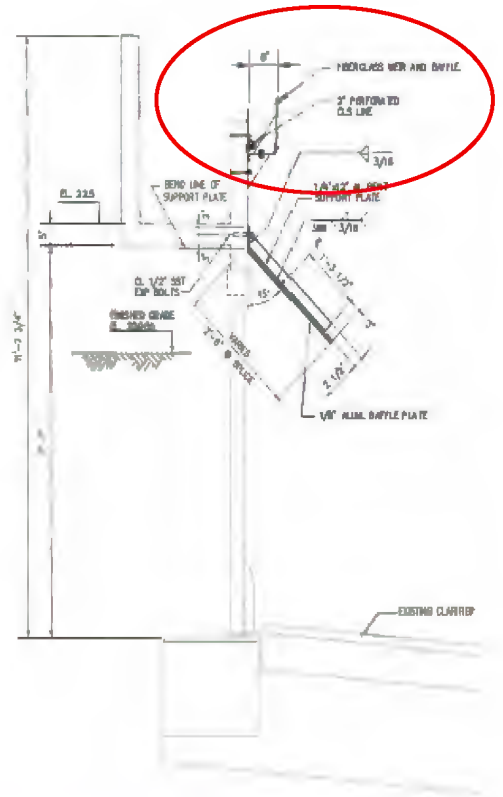


WWTP Operator – Remi Gadoua

Maintenance Department:

The Maintenance Department continued to efficiently perform planned maintenance (PM) tasks during the month of December. 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.

Last month, Maintenance Team members worked to quickly resolve a significant hydraulic issue discovered while placing Clarifier No. 3 back into service. Clarifier No. 3 was recently refurbished, which included the replacement of the v-notch weir plate. While filling the clarifier it was discovered that the weirs had been inadvertently set at too high of an elevation. As a result of this higher water level, water constantly overflowed into the scum beach since the beach is set at a lower elevation. This resulted in a significant volume of water continuously being conveyed back to the plant treatment process instead of downstream to either the tertiary filtration units or the deep injection well for disposal. Maintenance Team members were able to make the necessary adjustments within a three-day period.

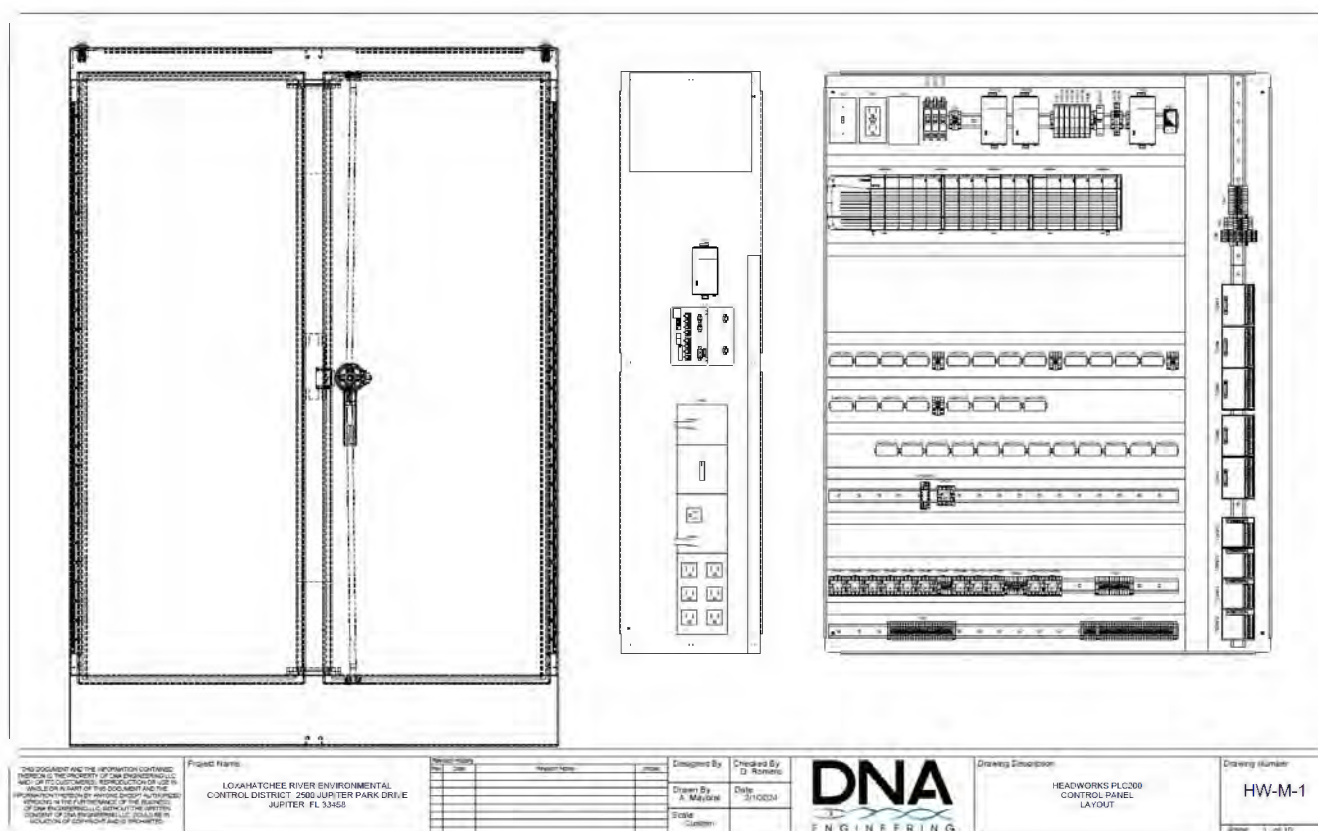


Overflowing Scum Beach



V-Notch Weir Plate Adjustment

Lastly, Maintenance Team members worked with DNA Engineering (DNA), the system integrator working to refurbish the programmable logic controller (PLC) located at the headworks structure, to update the as-built record drawings for the panel. The panel drawings were updated to reflect the current conditions of the panel, post refurbishment. As-built drawings are simply an electronic record of the panel layout and installed components. As-built drawings which accurately reflect the hardware systems and components within an electrical and/or control panel are essential for worker safety as well as safe and efficient maintenance of the existing equipment which the panel services. Further, accurate as-built drawings are essential when evaluating and/or implementing future plant/process upgrades. As part of the evaluation, Staff reviewed the updated as-builts drawings provided by DNA and completed a physical comparison of the drawings with the existing panel components.



Headworks PLC Panel – Updated As-Built Drawing



LOXAHATCHEE RIVER DISTRICT

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TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

TO: Albrey Arrington, Ph.D., Executive Director
FROM: Bud Howard, Director of Information Services
DATE: February 8, 2024
SUBJECT: Information Services Monthly Governing Board Update for January 2024

WildPine Ecological Laboratory

Riverkeeper Project

In January, the lab staff and our partners collected 179 water quality samples from 33 monitoring stations throughout the watershed. A total of 80 fecal indicator bacteria samples were analysed in support of additional testing for the weekly bacteria monitoring program and the additional monthly testing in Jones and Sims Creeks.

The overall water quality score for January 2024 was “Fair” with 79% of all samples meeting the EPA/DEP water quality criteria for each site. This was a decrease from last month’s “Good” score of 83% and last year’s January score of 85% (see score card below). The score this month was driven largely by poor chlorophyll scores.

For the core parameters, *Total Nitrogen* scored “Good” during January with 85% of sites meeting the water quality criteria. This was lower than last month’s score of 100% and last year’s January score of 100%.

Total Phosphorus results scored “Fair” in January with 79% of sites meeting the water quality criteria. This is worse than the typical January score which was 90% last year.

Chlorophyll results scored “Fair” for January, with 61% of sites meeting the water quality criteria, down from last month’s 72%, and up from last year’s score of 53%.

For the combined *Fecal Indicator Bacteria* (fecal coliforms in all waters, enterococci in marine and brackish waters and *E. coli* in fresh waters), January results scored “Good” with an 84% of sites meeting the water quality criteria, slightly up from last month’s score of 81%, and down from last year’s January score of 90%.

Dr. Matt H. Rostock
CHAIRMAN

Kevin L. Baker
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

Stephen B. Rockoff
BOARD MEMBER

Clinton R. Yerkes
BOARD MEMBER

1/1/2023

1/31/2024



Loxahatchee River District Water Quality Scorecard

Results scored to FDEP/EPA Water Quality Criteria

Green - Good: 80% - 100%

Yellow - Fair: 60% - 79.9%

Red - Poor: < 60%

Monthly Water Quality Score

January
2024

79%
Overall

179
Total Samples

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

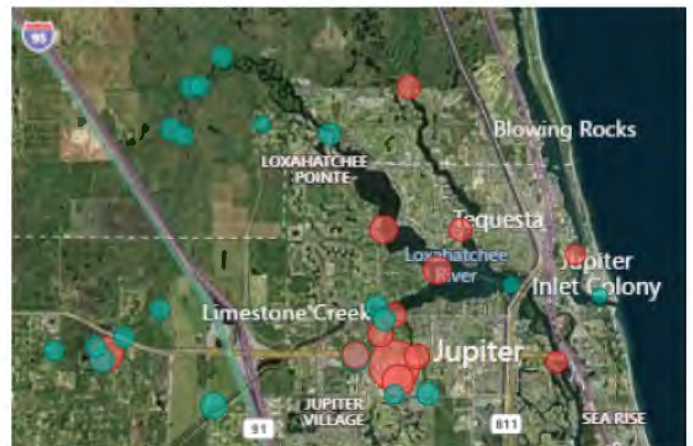
Year	Month	# Samples	Overall Score	# TN Samples	Total Nitrogen Percent Good	# TP Samples	Total Phosphorus Percent Good	# CLA Samples	Chlorophyll Percent Good	# BAC Samples	Bacteria Percent Good
2024	January	179	79%	33	85%	33	79%	33	61%	80	84%
2023	December	120	83%	25	100%			25	72%	70	81%
2023	November	179	73%	33	88%	33	76%	33	48%	80	76%
2023	October	157	67%	33	88%	33	48%	33	39%	58	81%
2023	September	132	78%	25	92%	25	80%	25	52%	57	82%
2023	August	193	82%	35	97%	35	80%	35	63%	88	86%
2023	July	165	78%	32	97%	32	72%	32	44%	69	87%
2023	June	144	74%	25	92%	25	68%	25	48%	69	60%
2023	May	173	80%	30	87%	30	60%	30	60%	83	84%
2023	April	157	76%	30	100%	30	60%	30	43%	67	79%
2023	March	125	89%	19	100%	19	100%	19	74%	68	87%
2023	February	159	88%	28	93%	28	96%	28	75%	75	88%
2023	January	160	85%	30	100%	30	90%	30	53%	70	90%
Total		2043	79%	378	93%	353	78%	378	56%	934	84%

Spatial Distribution of Water Quality Results

In January, *Chlorophyll* results met the water quality criteria at 20 of 33 sites. Four out of six Jones Creek stations scored “poor” with the Delaware (DEL) site having the highest concentration of all sites tested this month at 90 µg/L. This was higher than last month’s 45 µg/L, but nowhere near the record high of 264 µg/L measured in November. It is noteworthy that all sites in Jones Creek are showing some improved results. The Town of Jupiter reports that the vegetation trimming project in Jones Creek is progressing well with roughly 50% of the trimming complete. As anticipated, the mobilization of sediments and debris associated with the trimming work, combined with the increases in sunlight, are likely to cause temporary fluctuations in water quality.

Chlorophyll a (µg/L)

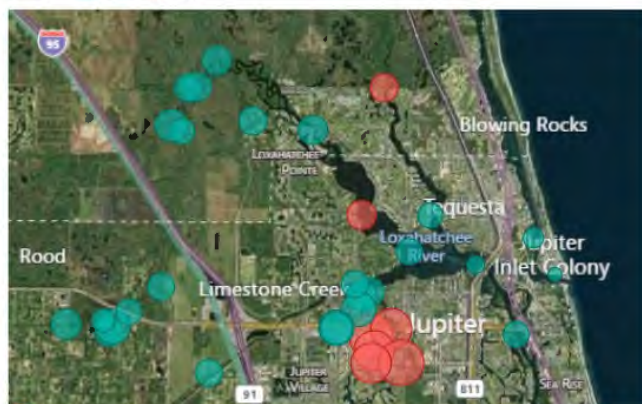
CHL_Score ● GOOD ● POOR



In the estuary, six stations scored “poor” when compared to their strict numeric nutrient criteria (2 to 4 µg/L) with results ranging between 3 and 12 µg/L.

Total Phosphorus (mg/L)

TP_Score ● GOOD ● POOR

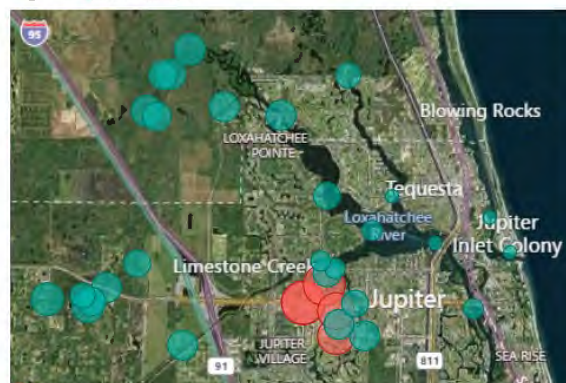


Total Phosphorus scored “good” at 26 out of 33 sites tested in January. The poorest scoring stations were in the upper reaches of Jones Creek. All 5 stations were over 0.1 mg/L, which scored “poor” when compared to the numeric nutrient criteria of 0.075 mg/L for brackish systems. Station 55 in the North Fork, and Station 60 in the Northwest Fork also scored “poor” with results just over their numeric nutrient criteria of 0.03 mg/L.

Total Nitrogen scored “good” at 28 out of 33 sites tested in January. Two sites in Jones Creek and two sites in Sims Creek were “poor” this month when compared to their numeric nutrient criteria of 1.3 mg/L for brackish systems. Jones Creek Upper (JCU) and Delaware St. (DEL), both dead end canals with poor flushing, had 1.4 mg/L nitrogen each. Stations 735 and 74DW, which are between the Sims Creek mobile home park and Indiantown Road, had even higher nitrogen levels with 1.9 mg/L at 735 and 2.1 mg/L at 74DW.

Total Nitrogen (mg/L)

TN_Score ● GOOD ● POOR



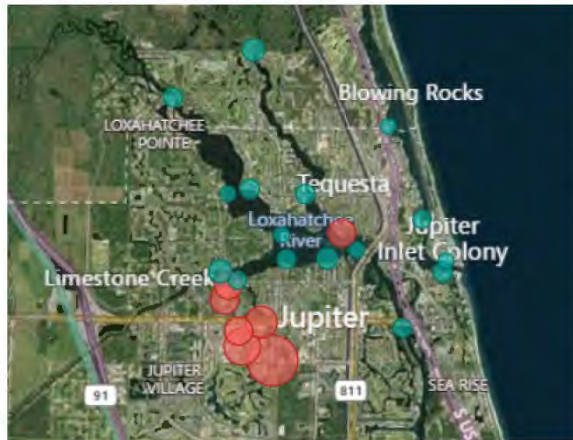
The overall *Fecal Indicator Bacteria* result scored “good” at 67 of 80 sites in January. For Enterococci bacteria (see map below left), the preferred indicator bacteria for salt and brackish waters, seven stations scored “poor” when compared to the water quality standard of 130 MPN/100 mL. Six “poor” scoring stations were sampled in Jones and Sims Creeks. The Toney Penna Footbridge (TPJ) site in Jones Creek had the highest concentration at 2,247 MPN/100 mL. The vegetation trimming work was underway near TPJ at the time of sampling. The remaining ‘poor’ creek stations were all below 1,000 MPN/100 mL enterococci with results ranging between 300 and 800 MPN/100 mL.

For Fecal Coliform bacteria results in January, five stations scored “poor” when compared to the less stringent Class II water quality standard of 800 MPN/100 mL (see map below right). The Toney Penna Footbridge (TPJ) had the highest fecal concentrations at 5,172 MPN/100 mL. The other two “poor” Jones Creek stations had fecal coliform results in the low 1,000’s MPN/100 mL. Conditions at the Rivers Edge site (a tributary into the northwest fork; Station 107) was 1,400 MPN/100 mL, similar to the previous several months.

Staff continue their work fully evaluating our historical bacteria water quality results and as part of our efforts to develop criteria for the Executive Dashboard that is consistent with current DEP and EPA water quality standards.

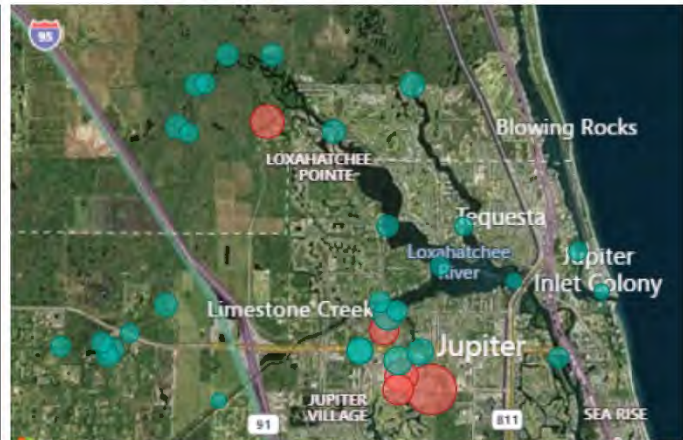
Enterococci Bacteria - Criteria: 130 MPN/100mL

ENT_Score ● GOOD ● POOR



Fecal Coliform Bacteria - Criteria: 800 MPN/100mL

FC_Score ● GOOD ● POOR



Town of Jupiter’s Jones Creek Vegetation Trimming Project

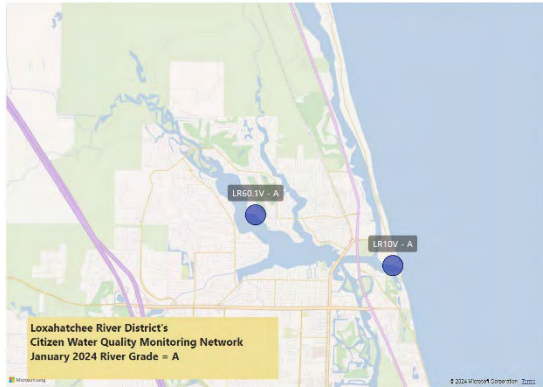
In late October the Town of Jupiter’s Vegetation project began with the contractor trimming the creek segment east of Delaware St. According to Town staff, the work is progressing very effectively and is on schedule to finish in March 2024. The contractor is trimming and removing fallen branches, large mats of plant matter, and the visual improvement in water flow is noteworthy. As we anticipated, vegetation trimming work is likely temporarily affecting water quality as they work and disturb the sediments in the creek, increase sunlight exposure, and alter water flow. The contractor turned the corner and is currently working upstream of our TPJ Footbridge in the thickest areas behind The Colony and Maple Isle. The photo below



left shows workers offloading branches to go into a chipper for mulching. The photo below right shows the same area after work was completed. We look forward to monitoring the changes in the water quality as conditions in the area stabilize following the trimming work.



Volunteer Water Quality



The Volunteer Water Quality Grade for January was an “A”. The weekly results showed good water quality parameters at both the inlet (St. 10) and at the start of the NW Fork (St. 60.1). Water color scored “Poor” at the mouth of the NW Fork of the Loxahatchee in the first week of January, but improved as the month progressed. However, the water visibility (clarity) scored mostly in the “Fair” range through most of January at both sites.

Site	Averaged results for the Month							Monthly Cumulative Grades						Cumul. Monthly	
	Temp (°C)	Secchi	Salinity	pH	DO	DO%	Color	Vis	Salt	pH	DO	DO%	Color	Score	Grade
LR10V	19.6	2.38	33.7	8.3	7.1	94.2	1.0	C	A	A	A	A	A	91.7	A
LR60.1V	18.6	0.73	23.0	8.3	6.3	77.5	1.2	C	A	A	A	A	B	87.5	A
Average	19.1													82.3	A

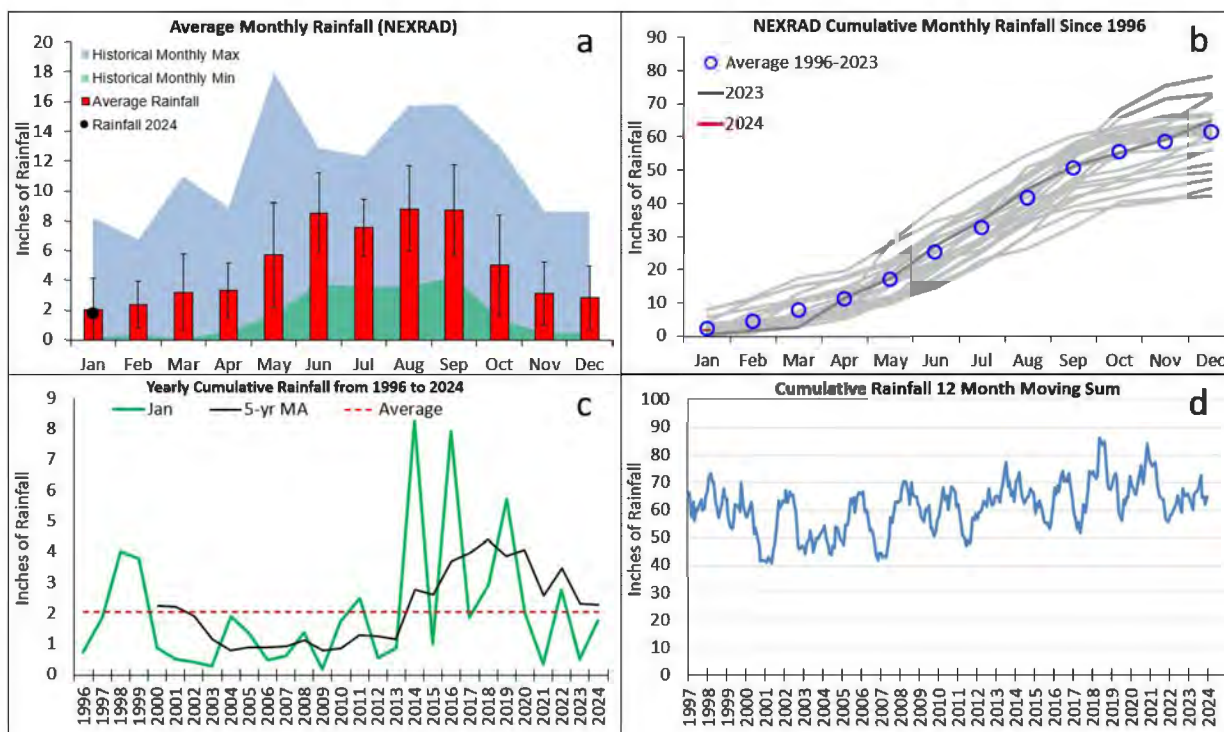
VAB (Visible at Bottom)

DO (Dissolved Oxygen)

ND (No Data)

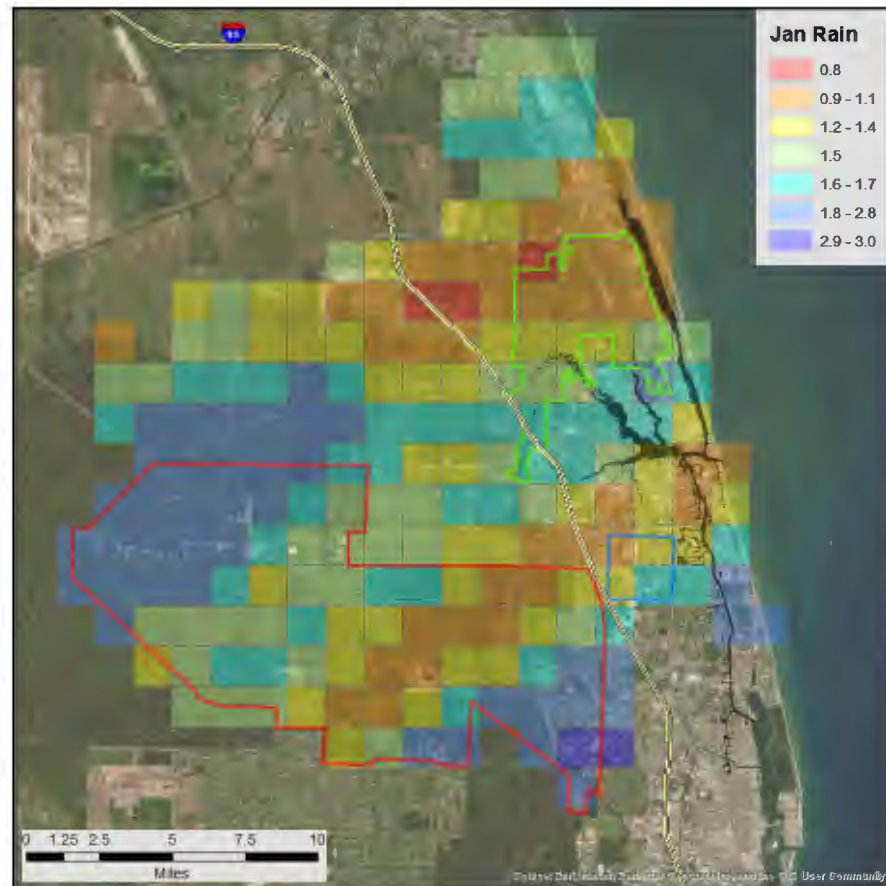
Hydrologic Monitoring

Rainfall across the watershed during January totaled 1.8", about 14% below the 2.1" historical average for the month (panel 'a' in figure below) but was better than the 0.5" rainfall during January 2023. Rain was detected somewhere within the watershed during 18 of the 31 days of January with the highest single day total of 0.7" occurring on January 13. Yearly cumulative trends indicate that annual rainfall through January continue to return to near-average levels following a roughly 10-year trend of increased rainfall for the period that peaked at 8.3" in 2014 with a 5-year moving average generally declining since 2018 (panel "c" below). The 12-month moving sum through January was 66.3", a modest 4% increase over the 63.7" sum from one year ago (panel "d" below). The generalized long-term trend indicator in panel "d" below shows that total rainfall within the watershed has generally shifted upward since around 2017 from historical ranges.



Figures above display various measures of rainfall. Panel (a) shows average monthly rainfall from 1996 to 2023 (red bars; error bars indicate ± 1 sd). Black dots indicate monthly rainfall for the current year. 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 2024; dark grey line indicates rainfall during 2023. Blue circles are monthly cumulative average rainfall measured between 1996-2023. Panel (c) shows cumulative annual rainfall using NEXRAD radar-based data. Green line indicates cumulative rainfall through indicated month for each year since 1996, when the radar-based rainfall measurements began. Black line is the 5-year moving average across all years and red dashed line shows cumulative average through indicated month. Panel (d) shows cumulative 12-month moving sum of monthly rainfall.

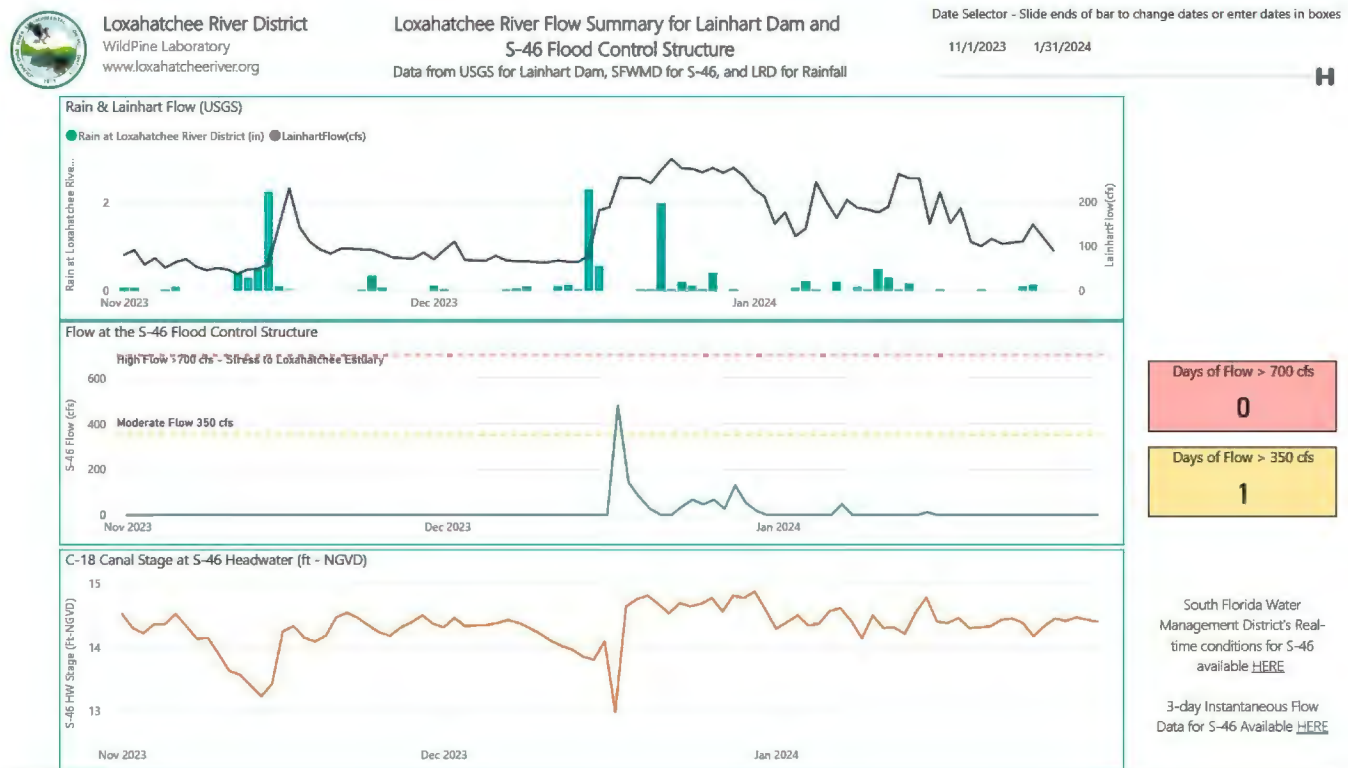
The spatial distribution of rainfall across the watershed during January was varied and ranged from 0.8" in the driest regions to 3.0" in the wettest regions (figure below). In general, the driest regions encompassed much of the northern portions of the watershed which include parts of Jonathan Dickinson State Park and stretching westward with a band of dry area stretching from urban Jupiter southwest to the Acreage community. The two wettest regions both straddled the C-18 drainage basin and included parts of the Hungryland Wildlife Conservation Area and the Pratt & Whitney facility to the northwest and much of Palm Beach Gardens to the southeast.



Maps showing NEXRAD rainfall distribution across the watershed during the month of January. Each pixel represents an area of 2 km x 2 km. Blue colored pixels show highest rainfall and red pixels show lowest rainfall. For reference, the red line is the C-18 basin which includes portions of J.W. Corbett WMA, Loxahatchee Slough, and Pine Glades Natural Area; green line shows Jonathan Dickinson State Park boundary, light blue line shows the Abacoa development.

River Flows

With a lack of substantial rainfall during January, river flow in the Northwest Fork has been on a general decline with the daily average flow ranging from 90 cfs to 261 cfs, and an average for the month of 172 cfs. These flows were considerably higher than January of the previous year (2023), which ranged from 42 cfs to a peak of 101 cfs and averaged 62 cfs through the month. There was no meaningful flow into the Southwest Fork through the S-46 water control structure during January (center chart below).



Loxahatchee River Flow Summary for Lainhart Dam and S-46 Flood Control Structure for the previous 3 months. Top chart shows daily rainfall (inches, green bars) measured at the Loxahatchee River District (2500 Jupiter Park Dr) and the black line is the daily average river flows (cfs) measured at Lainhart Dam. The middle chart shows the flows (cfs) at the S-46 Flood control structure relative to estuary stress thresholds of 350 and 700 cfs established by LRD. The bottom chart shows the water stage (ft-NGVD) in the C-18 Canal. Data from USGS and SFWMD. Updated chart available at loxahatcheeriver.org/river under MFL and page 4 of the visualization.

Oyster Spat Monitoring

The 24-day period ending January 12 was the thirteenth and final period for the 2023 monitoring year. Following this period there were no oyster spat detected in the Northwest Fork and only minimally detected in the Southwest Fork with an average of only 6 spat/m², all at the downstream site. This low oyster spawning activity was expected as most settlement activity is halted or greatly reduced during the winter months (figure below).

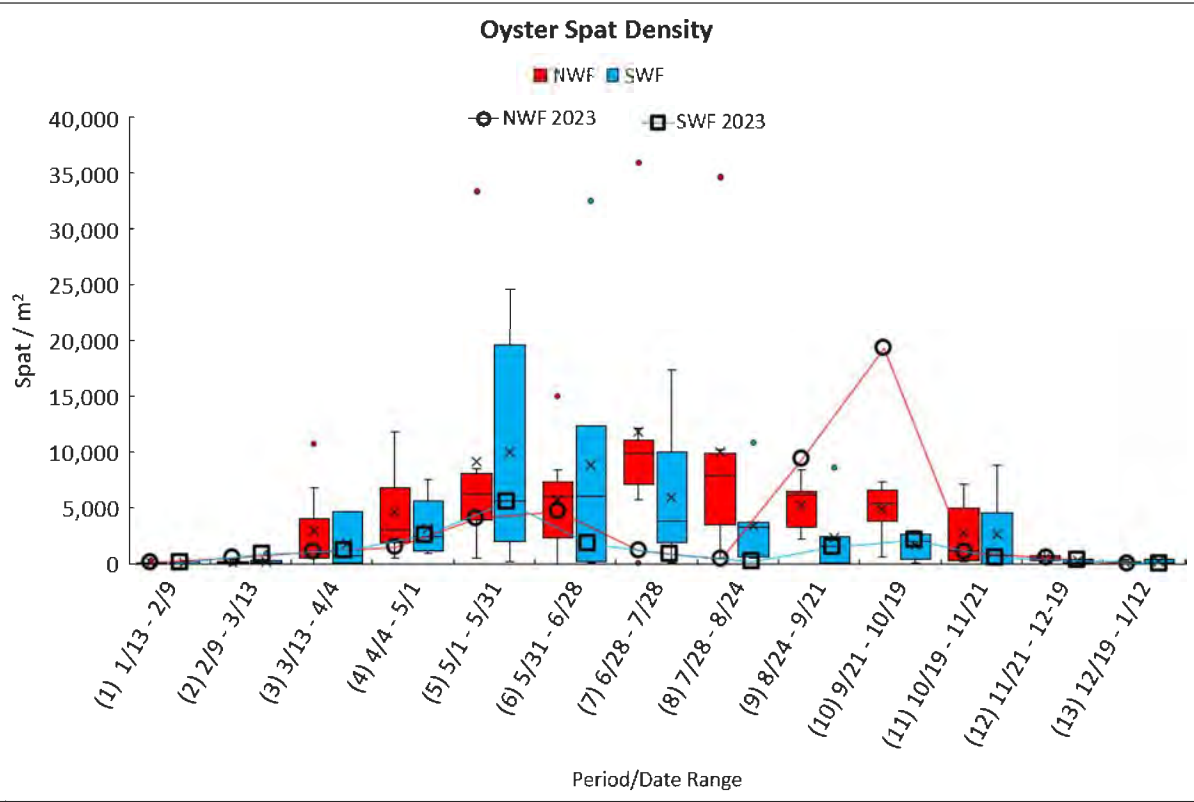


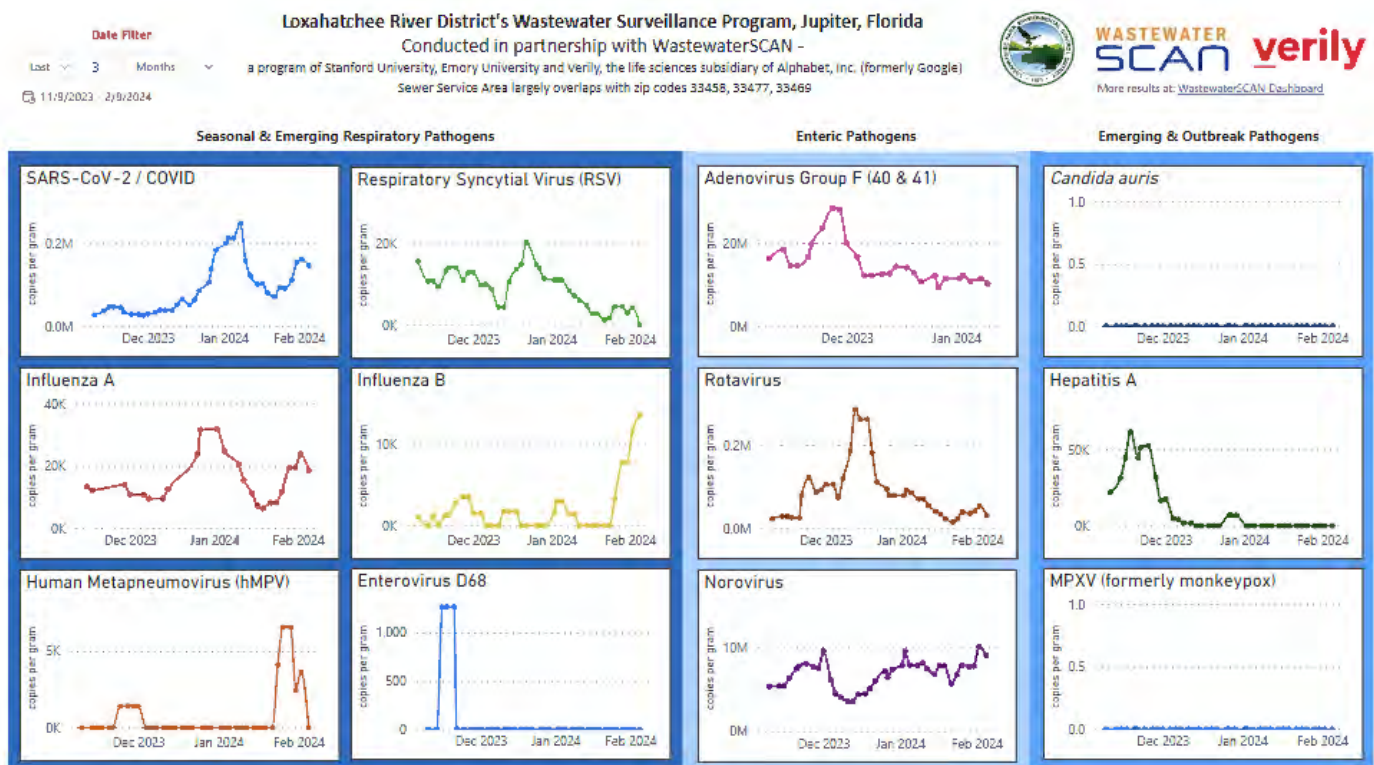
Figure: Box and whisker plot showing interquartile range of oyster spat density (spat / m²) for each period in the Northwest Fork (red) and Southwest Fork (blue) of the Loxahatchee River between 2016-2022. The "X" indicates period mean. Also shown are the 2023 period means for both the Northwest Fork (circle/red line) and Southwest Fork (square/blue line).

Wastewater Surveillance

The District's Wastewater Surveillance program, now monitoring 12 pathogens through the WastewaterSCAN program, showed a surge in multiple pathogens during the latter half of January. As some of us experienced firsthand, we are seeing the highest Influenza B concentrations since the Verily started reporting these additional viruses in our wastewater 2 years ago. COVID, Influenza A, and Human Metapneumovirus (hMPV) also showed notable increases. The Biobot program now provides, Covid, Influenza A/B, and RSV testing once per week and these results are presented on the updated visualization page.

We continue to have regular and prominent news coverage citing our program in the Palm Beach Post.

Results from the WastewaterSCAN programs testing three times per week are automatically uploaded to our website at <https://loxahatcheeriver.org/wastewater-surveillance/>.



Customer Service

New Customer Information & Billing System

Our new customer information, billing, and payments system has been a mix of welcome new functionality, anticipated transition challenges, and some significant unanticipated issues.

With the new system activated, we began the distribution of our targeted mailing to over 9,900 former AutoPay customers, mailed over the span of 10 days. Call volumes soared with customers calling to express their frustration and challenges trying to setup AutoPay in the new system, asking for our staff to setup autopay for them, and many other questions. Customers are struggling with several issues including 1) an unintuitive series of steps to setup AutoPay, 2) changing their web browser to allow the required popup windows, and 3) other technical issues where the website simply is not working for some customers.

We are working with the provider to make improvements to the payments system. Edmunds has committed to redesign their payments system, but they tell us that will take at least 6 months to complete. In the meantime, Edmunds has been able to fix some of the issues and they continue to work on incremental improvements. As of February 7, there are 3,310 customers signed up for AutoPay through the website.

A new solution that our provider helped us implement quickly was the ability for our staff to setup customers on AutoPay if they pay using their banking information. While this is also generating significant call volumes, we can at least offer our customers a solution and as of February 8, 300 customers are signed up using this option.

One of the more satisfying moments using the new system was the computation of the Q1 2024 billing and file creation for the printing of the bills on February 1 (delayed because of the AutoPay transition work). Bill and file processing under our prior system took more than half a day to a full day to complete. Under the new system, all work was completed in less than an hour.

A big shoutout goes to all the staff that have been helping to work through this very challenging time. We so appreciate their great work and exceptional customer service!

Information Technology (IT)

Network Security Improvements

After a thorough review of best practices on our network infrastructure, the next phase of our sequential improvements guided by our trusted network security consultant were the upgrades to the remote sites network and firewall configuration. The remote sites include the River Center and several pump stations that have connectivity to our main site network.

For these sites we have implemented a configuration commonly referred to as “Zero Trust” network - meaning the network traffic is not assumed to be trustworthy and should be continuously challenged through authentication and monitoring. By utilizing the latest technology, we can now have our remote sites be zero trust and utilize the same site security we use on our main site. Now only the authorized user/device can be connected to the specific, authorized portion of the network, and all other access is considered unauthorized access and prevented from doing so.

This new configuration was redesigned and implemented through a series of steps with our network security consultant, Palm Beach County Information System Services, and District Staff with no down time to users.

Loxahatchee River Environmental Center

February 2024

River Center Summary Statistics



LRD'S ENVIRONMENTAL STEWARDSHIP DASHBOARD



		Total Visitors <small>(incl. Visitors, Field Trips, Onsite Programs)</small>	1st Time Visitors	Average Program Participation <small>[Actual participants/Capacity of Program]</small>	Volunteer Hours	Visitor Satisfaction	Staff Overall Program Assessment	Expenses	Revenue
Benchmark / Customer Expectation		Total	Total	% of Capacity	Total	Rating Average <small>[Max Rating is 5]</small>	Rating Average <small>[Max Rating is 9]</small>	% within budget	% of Target
Green Level		≥ 90%	≥ 90%	≥ 85%	≥ 90%	≥ 4	≥ 7	≥ 85% but ≤ 105%	≥ 90%
Yellow		≥ 75%	≥ 75%	≥ 70%	≥ 75%	≥ 3	≥ 5	≥ 80%	≥ 75%
Red		<75%	<75%	<70%	<75%	<3	<5	< 80% or > 105%	<75%
2021 Baseline		952	73	83%	248	4.7	7.8	92%	85%
2022 Baseline		1,322	101	111%	240	4.6	7.9	91%	107%
2023 Baseline		1,462	110	93%	297	4.7	7.8	83%	86%
2023	Jan	1,112	162	70%	152	4.6	7.9	84%	91%
	Feb	1,204	64	73%	164	4.7	7.8	84%	105%
	Mar	1,601	271	91%	212	4.4	8.1	73%	122%
	Apr	1,382	108	83%	143	4.7	7.5	79%	95%
	May	1,016	68	83%	218	4.6	7.8	88%	71%
	June	2,600	106	103%	669	4.7	7.8	87%	83%
	July	2,046	89	92%	1104	4.8	7.6	79%	85%
	Aug	1,215	69	130%	360	4.6	7.6	76%	86%
	Sept	1,093	110	98%	120	5.0	7.5	86%	86%
	Oct	1,940	142	100%	142	4.9	7.8	73%	74%
	Nov	1,183	48	110%	154	5.0	8.0	92%	72%
	Dec	1,021	78	79%	81	4.5	8.0	100%	57%
2024	Jan	1,178	84	89%	115	4.7	8.3	99%	77%
Consecutive Months at Green		5	13	1	0	13	13	3	0
Metric Owner		O'Neill	O'Neill	Duggan/Warwick	Patterson	O'Neill	O'Neill	O'Neill	O'Neill

Metric	Explanation
Volunteer Hours	Rebecca spent time polling volunteers to find out why they were only signing up for morning shifts and were not signing up after their requirements were met. It seems that they don't want to "break up" their Saturday with a volunteer shift in the afternoon. She also discussed incentives that would keep them coming back once their hours were met. We are introducing in February shorter afternoon shifts and a new "tier" program with incentives that they seem to value.

Revenue	Donations were up \$200 over January 2023 and programs fees were up \$400 over January 2023. We are starting to close the gap on our targeted program fees.
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River Center General

Archery Certifications:

In January, Sara Duggan and Jess Redman participated in an Archery certification course with FWC's Youth Conservation Network. Sara was recertified as a Level 1 archery instructor and Jess was obtaining her certification for the first time. These certifications allow River Center staff to teach our Archery 101 workshops to the public. These workshops aim to get people in our community outdoors, with an opportunity to try a new sport, and to relay the historical and cultural significance of this practice in our community.



Special Programs

Beach Comber Workshop: [Tuesday, January 2nd]



Participants gathered at the River Center to learn the basics of taxonomy and identification of common objects that may be found along our shorelines. Each student was given a set of items and field guides and challenged to properly identify each item. Then they were invited to walk around the room to look at other items that can be found and try to identify those. They were all given a "journal" page to document one item that they had identified as a guide for recording their finds in the future. Several people requested that we have another class in the field to provide support for them when identifying found items.

Exploring Archery Workshop [Wednesday, January 3rd]

The River Center hosted our Archery 101 workshop at our 20 Acre property. Our Archery Program provides participants with a safe and educational way to learn the skills of outdoor archery. This program motivates students to get outside and practice a skill. It also encourages them to be active outdoors, further connecting them to nature. The class teaches parts of the bows used, proper steps for shooting a bow, range and bow safety, how to be mindful about shooting outdoors, the history of archery, basic shooting skills, and range practice. All equipment was purchased through a grant from the Florida Fish and Wildlife Conservation Commission (FWC). Connections are made to LRD through ownership of the land as well as our conservation efforts to protect the river that is adjacent to the property.



Lecture Series [Friday, January 5th]

January's noon lecture was presented by Josh Liller, Historian and Collections Manager for the Loxahatchee River Historical Society. Josh Liller explores the history of Jupiter's Pennock Plantation. The Pennock family's fernery and dairy was Jupiter's largest employer for decades. Their civic leadership and Quaker values were an important part of our community. Josh Liller has been the Historian and Collections Manager for the Loxahatchee River Historical Society for the last decade. A graduate of Florida Atlantic University, he is the co-author of Five Thousand Years on the Loxahatchee (Revised Edition), editor of The Florida Lighthouse Trail 2nd Edition, and editor-author of the LRHS Quarterly local history newsletter.



Wilderness Skills [Saturday, January 6th]

Families had a fantastic time learning about knot tying and shelter building at our wilderness skills class at LRD's 20-acre property. Families rotated between two stations, one learning basic camping knots, and the second learning how to build a natural shelter. Families learned how to strip veins from palm fronds and how to use them for shelter building with natural materials. One goal of the program is to have participants feel more comfortable being on the Loxahatchee River and the Ocean to Lake Trail. The experience here gives them knowledge and confidence to learn outdoor skills and expose them to new places along the Loxahatchee River Watershed. Participants were told about how the Loxahatchee River District owns the property to be used for future uses to protect the Loxahatchee River.

Blooming in the Garden [Saturday, January 6th]

We had a sense-ational Blooming in the Garden this month, exploring our five senses. We read a silly story called I HEAR A PICKLE and talked about how our senses help us experience our world. Then we went around to our sense stations - matching sounds, guessing scents, and exploring textures. We used all our senses to plant flowers to take home, and then we went on a sensory scavenger hunt through the garden. We wrapped up by doing a variety of sensory crafts in the classroom, like play-doh, stamps, and making our own snowglobes/sensory jars!



Science with Sam – Green Teens Reptile Keeper [Tuesday, January 9th]

This was the first class of the “Green Teen” series, designed to give older students hands on science and environmental learning. This class taught students how to keep reptiles as pets and reviewed the requirements of many of the common reptile pets seen in South Florida. Students got to meet the reptiles of the River Center and ask questions, helping them decide which reptile would be best for them. Students took home reptile care sheets to refer to anytime.



Swamp Tromp – Pine Glades Natural Area [Wednesday, January 10th]



The River Center led a swamp tromp through Pine Glades Natural Area this month with 11 participants. Hikers enjoyed wading between cypress domes and exploring a normally unavailable path through the water. This hike is a real adventure tour since participants can only hike these trails with a trained guide. Participants saw native butterfly species, native fern species, many waterfowl, and even some uncommon lichen!



Afterschool Book club [Wednesday, January 10th]

It was another fantastic book club with our nature-loving readers! This month, we read Elaine Dimopoulos’s TURN THE TIDE. We were joined virtually by the author, who told us about the process of writing the story and answered all our questions. Then we learned more about plastic pollution and the steps we can take to protect our oceans. We finished by decorating our own re-usable bags! At our next meeting, we’ll discuss TURTLES OF THE MIDNIGHT MOON by Maria Jose Fitzgerald, who will also be joining us virtually.



Wastewater Treatment Tour [Thursday, January 11th]

River Center staff guided a tour of the Loxahatchee River District’s wastewater treatment plant. This tour included history about the Wild and Scenic River and the founding of the Loxahatchee River District in 1971. Guests were surprised to learn that they should be scraping their dishes before handwashing or putting them in the dishwasher. We also had a lively discussion about “flushable” wipes. They were intrigued by the amount of wildlife that we had on our property and how we recycled the water as well as the biosolids created in the process.



Girl Scout Workshop – Dream Gardens [Saturday, January 13th]

This month the River Center hosted a Girl Scout workshop for Junior and Cadette Girl Scouts. Juniors earned their Gardener badge and Cadettes earned their Tree Badge. This workshop included rotations for scouts to

learn about the function of trees and plants, tour the River Center’s garden, and care for plants in their own backyards. We also had the girls design their own “Dream Gardens” in which the girls used what they learned and created beautiful and functional landscapes. The girls went home with some plants donated by Haverland Nurseries. It was a great day, and we can’t wait for our next workshop.



Autism Training with the Els Center for Autism and FAU’s Center for Autism and Related Disabilities [Wednesday, January 17th]

We were fortunate to have trainings from two local organizations who are doing incredible work with the autistic community. The Els Center training focused on working with autistic volunteers as well as providing us with strategies and feedback on our educational programming. We will be strengthening our relationship with the Els Center by working with adult volunteers from their day program and providing field trips for some of their youth day camps. The FAU training gave us a variety of tools to make our center and the programming we offer more accessible, including a sensory friendly visiting hour and welcome bags. After carrying out one of the suggested strategies, the River Center will be certified as an Autism Friendly Business and will be part of FAU CARD’s directory. We’re excited about putting what we’ve learned into practice and reaching more of our community!

Evening Lecture [Friday, January 19th]



January’s evening lecture was presented by Colleen Hecker, a master’s student at Florida Atlantic University studying Biological Sciences. Her master’s thesis research involves using genetics and physical traits to accurately identify hard-to-discern octopuses known as cryptic species. At FAU, Colleen teaches Marine Biology Field Studies and Laboratory, where she instructs students in real-world applications of marine research outside of the classroom. One

way to differentiate these hard-to-discern species is their DNA. These species that look similar but are genetically different are called cryptic species, and the octopus world is full of them! Recent suggestions indicate that South Florida’s common octopus (*Octopus vulgaris*) is representative of a cryptic species called the American octopus (*Octopus americanus*). Using genetics, she will be able to determine if this name change is appropriate for South Florida’s *Octopus*.

Family Adventure Day at the Lighthouse [Saturday, January 20th]

The River Center participated in the Jupiter Inlet Lighthouse’s Family Adventure Day. This annual event featured sea-inspired activities, performances, education, and adventures. This year’s family adventure day offered a unique opportunity to explore history shaped



by nature at the lighthouse. The Nature Conservancy's Blowing Rocks Preserve and the Bureau of Land management were in attendance to teach the public about their agencies. The River Center was also invited to partake in promotional spots for the event and our Environmental Education Coordinator Sara Duggan was featured on WPTV with our corn snake Daisy to get the community excited for the event. This was such a fun day, and we look forward to continuing our partnership with the lighthouse.

Nature Hike – Jupiter Inlet Lighthouse Outstanding Natural Area [Tuesday, January 23rd]

On January 23rd the River Center led a nature walk through the Jupiter Inlet Lighthouse Outstanding Natural Area. Visitors hiked with two River Center staff members along the trails learning a brief history of the land and identification of the plants and wildlife found. Along the hike visitors saw various native plants such as Hercules Club, Rouge Plant, Wild-Lime, and Sandy Beach Oak along with other organisms like mushrooms (pictured left) and lichens. Visitors saw wildlife including Osprey, Cardinal, animal tracks/scat and various butterflies. It was a beautiful evening on the trail, and we can't wait to have more wonderful experiences in this location.



Tots on Trails – Blowing Rocks Preserve [Wednesday, January 24th]



It was a crab-solutely awesome Tots on Trails! For this month's program, we were able to visit the nature center at Blowing Rocks Preserve where we learned about crabs and made some crabtastic hats. Then we set out on the Lagoon Trail. We were hoping we'd spot a few crabs on our hike - and we definitely got our wish! We saw tons of mangrove and fiddler crabs, plus a black racer, a mouse, and lots of lizards. We also learned about our mangrove trees and buttonwoods. Next month we'll be hiking at Jupiter Ridge Natural Area.



Riverbend Park Outreach [Friday, January 26th]

On Friday, January 26th the River Center participated in Riverbend Park's education day in conjunction with their annual battlefield re-enactment. This event brought out students from various schools in Palm Beach County to learn all about the events that took place in Riverbend so long ago. At our River Center table, we discussed how the river got its name and what animals live in this type of habitat. It was a beautiful day to be outside and we saw about 79 students at our table.

Homeschool Workshop – Properties of Water [Friday, January 26th]

This month's homeschool workshop was all about water! Students worked in an interactive lab that covered the properties of water including density, buoyancy, surface tension, and the phases of water comparing two different water types. Students made connections to salt, fresh, and brackish water in their experiments and the ecosystems in the Loxahatchee River watershed. We had 18 participants in this workshop.





Volunteer Swap [Saturday, January 27th]

This month, the River Center launched a quarterly Volunteer Swap program to connect with partner organizations from around the county. Our goal with this program is to strengthen these partnerships and give their volunteers a broader picture of our local environmental resources. Volunteers from the Jupiter Lighthouse, BLM, the Nature Conservancy, Busch Wildlife, and Manatee Lagoon were invited to tour the River Center and attend our Reptiles of the Loxahatchee program. All participants enjoyed this fun, educational experience, and we have Manatee Lagoon and the Nature Conservancy signed up to host future Volunteer Swap dates!

Volunteer of the Month

Our January Volunteer of the Month is Jackie Cole. Jackie is a wonderful volunteer who is always willing to help in any way that she can. She enjoys helping with daily tasks and always makes sure that guests enjoy their time while at the Center. Jackie not only volunteers weekly but also will volunteer at many of our Special Events. We can always count on her to make sure everyone is having an enjoyable time and learning while they are here. Jackie loves working in the garden and will help with keeping the garden clean and vibrant. We are so fortunate to have Jackie as a faithful volunteer. Thank you, Jackie, for all that you do to help at The River Center! We appreciate you!



UPCOMING EVENTS

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

Every Thursday, 9:30 a.m. – 10 a.m. – Story time: Join the River Center for Story Time. Families are welcome as we read stories and have an animal encounter.

February 16, 6:00 – 7:00 p.m.: Evening Lecture [The Effects of Harmful Algal Bloom-Associated Biotoxins on Sea Turtle Health in Florida]: Join us in hearing Dr. Annie Page present findings about the effects of algal blooms to Sea Turtle health! Dr. Annie Page is an Associate Research Professor & Clinical Veterinarian at Florida Atlantic University Harbor Branch Oceanographic Institute. She also serves as the Harbor Branch Associate Director of Education and is Co-Director of the Marine Science & Oceanography Master's Program. She is the Clinical Veterinarian for the Harbor Branch Marine Mammal Stranding, Health & Rehabilitation program, provides veterinary services for the Harbor Branch campus, and serves as a member of the FAU Institutional Animal Care and Use Committee. Her research interests include epidemiology, pathogenesis, eco-immunology, and ecology of diseases affecting marine organisms. Her most recent research project addressed fundamental questions on characteristics of subclinical infection and transmission of chelonid fibropapilloma-associated herpesvirus infection, the likely etiologic agent of sea turtle fibropapillomatosis. Throughout the course of her career, she has developed expertise in wildlife medicine and rehabilitation, molecular diagnostics, disease ecology, and veterinary pathology, and has covered topics such as conservation biology, environmental and public health, microbiology, immunology, toxicology, and genomics.

February 17, 8:00 a.m. – 4:00 p.m.: Boating America Class: 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. This class does not cost, but a deposit is required to reserve a seat. The deposit of \$10 will be refunded in full to all students who complete the class. Recommended for children 12 years and up, but all ages are welcome.

February 20, 4:00 – 5:00 p.m.: Science with Sam [Rocks Rock]: Join our Scientist Sam for different science activities! Ages 6-12. Students learn all about the various rocks on earth, what they are, how they form, and what we can learn from them. They will learn the rock cycle, where specific rocks can be found, and what changes and shapes rocks over time. Students will conduct rock experiments to identify different types of rocks and play a rock cycle game! There is no cost for this program but please RSVP to attend. Space is limited.

February 21, 10:00 – 11:00 a.m.: Tots on Trails [Jupiter Ridge Natural Area]: Let’s get outside! Join the River Center for our Tots on Trails program, designed for children ages 2-6! Each month, we’ll explore a new natural area in the Jupiter/Tequesta area. This month, we’ll be at Jupiter Ridge Natural Area. ****THIS IS AN OFF-SITE PROGRAM!**** We will meet in the natural area parking lot at 10:00 am. Together, we’ll walk the trail, observe plants and animals with our magnifying glasses & binoculars, and explore nature. Adults and children should come prepared to be outside for an hour. This includes comfortable clothing, closed toe shoes, hats, sunscreen, bug spray, and water bottles. Limited to 20 children (+ their accompanying adults). Siblings of all ages are welcome, just include them in your registration! This program is free of charge. Please RSVP to attend.

February 24, 10:00 a.m. – 1:00 p.m.: Atala Butterfly Festival: Flutter on over to the River Center’s 5th Atala Butterfly Festival! On Saturday, February 24th we are celebrating the Atala butterfly! Once thought to be extinct, this beautiful butterfly is local and thriving right in our own backyards. Join us for our exciting event which will include:

- Butterfly arts and crafts
- Native Plant seed harvesting
- Native Plant Sale
- Tours of the River Center migratory bird and butterfly garden

Please register to attend tickets are limited. This free event is from 10:00 am – 1:00 pm. Registration is required to attend.

February 27, 10:00 – 11:30 a.m.: Birds of the Loxahatchee River District [Audubon Everglades]: Come explore with us! Join Audubon Everglades for a bird watching walk through the Loxahatchee River District's reclaimed water storage lakes. Walk along the guided paths and immerse yourself in this behind-the-scenes tour. Interested participants should wear closed toed shoes, sunscreen, hat, sunglasses, and bring plenty of water. Please make sure to register to attend.

March 1, 9:00 a.m.: Summer Camp Registration Opens

March 1, 12:00 – 1:00 p.m.: Lecture [Transformational Intersection of Nature and Us]: Join us at the River Center for our monthly lecture series! Our March speaker is **CJ McCartney, Florida Wildflower Foundation, Board of Directors**. This talk explores how we interact with nature and how nature interacts with us. How we interact with wildlife and how wildlife interacts with us. How we interact with the environment and how the environment interacts with us. And how all that shows up in our daily lives, our communities, our world. After moving to south Florida from Chicago, CJ McCartney started learning how to be a knowledgeable and effective Environmental Steward. Along with training to become a Master Gardener, she started taking a variety of botanical and horticulture classes as well as seminars to supplement her formal training in public policy and urban management. Currently, she serves on the Florida Wildflower Foundation Board of Directors and serves on the garden

committees of several organizations. Registration is required to attend. This event is not recommended for children under the age of 14.

March 2, 10:00 – 11:30 a.m.: Blooming in the Garden [Beautiful Birds]: Join the River Center for our Bloomin' in the Garden program, designed for children ages 3-6. This month's theme is Beautiful Birds! The program will start at 10:00am with story time and a nature-themed craft. We will then move to our garden for exploration and hands-on fun. When it's time to go home, children will receive seed to take home to start their own garden! So don't miss this exciting chance for you and your little ones to enjoy nature together! Limited to 15 children (+ their accompanying adults). This activity is outside, so dress comfortably and be ready to possibly get a little messy. All equipment will be provided, and this program is free of charge. Donations are always welcome.

March 2, 3:00 – 4:00 p.m.: Science with Sam [Powerful Pollinators]: Join our Scientist Sam for different science activities! Ages 6-12. In this lesson students will learn what a pollinator is, how pollinators benefit their ecosystems, what types of creatures can be pollinators, common pollinators in our back yard, and things we can do to protect pollinators. This lesson will include a pollinator take home craft! There is no cost for this program but please RSVP to attend. Space is limited.

March 5, 9:00 a.m. – 11:00 a.m.: Garden Club: Join River Center staff members in our garden to learn more about the native plants that we have and how they can be useful in your yard. Get your hands in the dirt and help us keep the garden looking beautiful all while learning how to best care for these native plants. No RSVP required.

March 9, 1:00 – 2:00 p.m.: Introduction to Volunteering [Bring a Friend Day]: Do you have a passion for the environment? Do you enjoy interacting and educating the public? The River Center is looking for enthusiastic and personable volunteers to join our River Center team! Individuals 14+ are invited to attend the next Intro to Volunteering workshop from 1:00 PM – 2:00 PM. For questions or application information please contact our Volunteer Coordinator Rebecca Patterson at 561-339-3107 or Volunteer@Lrecd.org. Volunteering with a friend is more fun. Bring a friend for our Introduction to Volunteering event.

March 13, 4:30 – 6:00 p.m.: Afterschool Book Club [Turtles of the Midnight Moon]: Calling all nature-loving readers! Join us on Wednesday, March 13th from 4:30 to 6pm for our next afterschool book club for kids in grades 3-8. This month's book will be TURTLES OF THE MIDNIGHT MOON by Maria Jose Fitzgerald, and **we'll be joined virtually by the author herself!** TURTLES OF THE MIDNIGHT MOON is an eco-mystery set about two girls who team up to save the sea turtles from the poachers who threaten their Honduran island. You can find the book at our local library or at a bookseller of your choice. Readers should finish the book before the meeting, then go deeper with discussion, crafts, ideas for activism, and other activities. Please RSVP to attend.

March 15, 6:00 – 7:00 p.m.: Evening Lecture [Endangered Species: Chronicles of a New England Fisherman]: Join us at the River Center for our evening lecture series! Our March evening speaker is Captain David Goethel, retired commercial fisherman. David is a small boat fisherman, an "endangered species", who works tirelessly for himself and others like him to survive. Follow along on that journey, sea stories and autobiography mixed with twists and turns of science and management as David and his family work relentlessly to feed America sustainable seafood. Fishing is not a job; it is a way of life. David is determined to maintain that life fighting through storm tossed adversity that nature lays out endlessly, and the new sinister efforts of a modern society who live on land and have no concept of how those at sea ensure their own survival as well as the fish on which they depend. Reading Endangered Species will take readers on a journey through time while demonstrating why some individuals will always be called to work the sea. David will be reading an excerpt from the book then discussing a series of photos depicting his decades on the water, followed by a book signing. Registration is required to attend. This event is not recommended for children under the age of 14.

March 16, 10:00 a.m. – 12:00 p.m.: Archery 101: Join the River Center for our Archery 101 Beginners workshop! Learn about the complex history of archery, safety, and basic skills. All equipment will be provided. Closed toe shoes are required; Participants should bring comfortable clothing, water and sunscreen. Cost: \$10 per person. For ages 10 and up. Registration is required to attend. Space is limited. This is not a drop off program.

March 19, 3:00 – 4:00 p.m.: Science with Sam: Green Teens [Bones, Teeth & Survival]: Join our Scientist Sam for different science activities! Ages 13-17. Join us in learning all about bones, teeth and animal survival! We will be investigating how to identify bones and teeth of animals and learn what makes them unique to each species, while also discussing the various environmental needs of herbivores, omnivores and carnivores. At the end of class, we will dissect owl pellets in our Bone Lab! There is no cost for this program but please RSVP to attend. Space is limited.

March 20, 10:00 a.m. – 12:00 p.m.: Wilderness Skills [Prep Before You Go]: Join the River Center for new Wilderness Skills workshops! This series is designed to educate participants on various wilderness skills to encourage outdoor recreation. Each class will focus on different outdoor skills. We recommend taking all classes for the full experience. This three-part series will include natural shelter building, orienteering, and more!

March 20, 10:00 – 11:00 a.m.: Tots on Trails [Riverbend Park]: Let's get outside! Join the River Center for our Tots on Trails program, designed for children ages 2-6! Each month, we'll explore a new natural area in the Jupiter/Tequesta area. This month, we'll be at Riverbend Park. ****THIS IS AN OFF-SITE PROGRAM!**** We will meet in the natural area parking lot at 10:00 am. Together, we'll walk the trail, observe plants and animals with our magnifying glasses & binoculars, and explore nature. Adults and children should come prepared to be outside for an hour. This includes comfortable clothing, closed toe shoes, hats, sunscreen, bug spray, and water bottles. Limited to 20 children (+ their accompanying adults). Siblings of all ages are welcome, just include them in your registration! This program is free of charge. Please RSVP to attend.

March 21, 2:00 – 3:00 p.m.: Introduction to Volunteering: Do you have a passion for the environment? Do you enjoy interacting and educating the public? The River Center is looking for enthusiastic and personable volunteers to join our River Center team! Individuals 14+ are invited to attend the next Intro to Volunteering workshop from 1:00 PM – 2:00 PM. For questions or application information please contact our Volunteer Coordinator Rebecca Patterson at 561-339-3107 or Volunteer@Lreced.org

March 21, 6:00 – 7:30 p.m.: Sunset Nature Hike [Jupiter Ridge]: Come explore with us! Tie up your hiking boots and join the River Center for our Nature Walk through Jupiter Ridge. Walk along the guided paths and immerse yourself in this local natural area. We will explore a 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 is highly recommended. Make sure to RSVP to this event! Space is limited.

March 23, 9:00 a.m. – 12:00 p.m.: Family Fishing Clinic: Don't miss out on this exciting fishing opportunity with the River Center. 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! Parents are encouraged to accompany their kids and participate in the clinic. The cost is \$10 per child. Interested participants should bring water, sunscreen, a hat, and sunglasses.

March 27, 10:00 a.m. – 12:00 p.m.: Nature Hike [PalMar | Hungrylands]: Come explore with us! Tie up your hiking boots and join the River Center for our Nature Walk through Pal Mar-Hungrylands. Walk along the guided paths and immerse yourself in this local natural area. We will explore a path inside this natural area with uneven terrain. Interested participants should wear closed toed shoes, long pants, a walking stick, comfortable clothing and bring plenty of water. Make sure to RSVP to this event! Space is limited.

March 30, 8:30 a.m. – 12:30 p.m.: Girl Scout Workshop [Trail Adventure]: Have you ever wanted to go on an adventure outdoors but don't know where to start? Well tie up your hiking boots and join the River Center for our Girl Scout Trail Adventure workshop! Daisies and Brownies will learn all about what it takes to plan for an adventure, prepare their gear, and will get to go on their own trail adventure during the workshop. Registration is required for this event. \$15.00 per girl.



LOXAHATCHEE RIVER DISTRICT

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D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

To: D. Albrey Arrington, Ph.D., Executive Director
From: Ed Horchar Safety Officer
Date: February 7, 2024
Subject: District Safety Report for January 2024

Safety Metrics: January 2024

OSHA recordable injuries: One

Lost time injuries: One

Actual TRIR: 1.3 [Goal < 1.5]

TRIR = Total Recordable Incident Rate

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

OSHA Recordable Incidents/MVA's:

Sustaining zero injuries and motor vehicle incidents had become the monthly challenge for the LRD. Through December 2023, we District employees had experienced zero OSHA Recordable Injuries for twenty-five consecutive months. A performance best period (recent history) for consecutive months with no recordable injuries. However, the LRD experienced an OSHA Recordable injury in January. Due to the nature of the injury, the employee was transported to a nearby hospital for evaluation. Other than experiencing soreness for a few days following the incident, the injured employee returned to work with no restrictions. An incident investigation was conducted, and a report has been provided to the District Directors for review. Root Cause and Corrective and Preventative Action was determined. The Safety Officer will distribute a Safety Bulletin to all District Departments with the purpose of communicating this incident with all District employees. The Safety Bulletin summarizes the incident and identifies corrective and preventative actions for the District to complete to ensure we eliminate the identified root cause.

Looking back twenty-five months ago, the District was focusing on initiatives such as completing JHA's, reporting Near Miss's, and increasing safety training. Those actions were driven by each District employee and resulted in a heightened safety performance. No better indicator than comparing the Total Recordable Injury Rates for the past four years.

YEAR:	2020	2021	2022	2023
TRIR:	5.0	1.5	2.3	0.0

As seen in the numbers above, our TRIR has trended in a significant downward slope. With this one recordable injury in 2024 the District now has a rolling twelve-month Total Recordable Incident Rate (TRIR) of **1.3**. This is better than the District goal of 1.5.

Stephen B. Rockoff
CHAIRMAN

Kevin L. Baker
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

Clinton R. Yerkes
BOARD MEMBER

A theme that remains constant is that all injuries are preventable. Each employee should continue to be responsible for their actions taken daily, and follow the established safety policy, rules, procedures, and best practices. Moving forward we must continue to improve this approach to maintain the momentum we had established for the past three years. There is no doubt we will sustain this safety culture where safety is a key element in every employee's daily routine.

The District did not experience a Motor Vehicle Accident (MVA) in January. With one MVA in the last 12-month period, the MVA incident rate is now at 1.1. Below the LRD MVA goal of 2.2.

Sustainment:

Job Hazard Assessment (JHA) activity levels in January was at a total of 1,367. The volume of JHA's generated is slightly greater than the 12-month rolling average of 1242 per month. The Wild Pine Lab and River Center continue to use the JHAs and are included in the overall data. The following is an assessment of November JHAs performed per employee in each department:

Reuse:	30 JHA / employee	Construction:	14 JHA / employee
Operations:	39 JHA / employee	Inspection:	26 JHA / employee
Collections:	34 JHA / employee	Wild Pine Lab	4 JHA / employee
Maintenance:	16 JHA / employee	River Center	1 JHA / employee

JHA and EAM:

In January approximately 99% of all Work Orders (WO) included a JHA. This represents fourteen (14) months in a row in which the District expectation of 95% was exceeded. The following is a District comparison for the percentage of January EAM Work Orders created for which an electronic JHA was completed:

Reuse:	100 %	Construction:	100 %
Operations:	98 %	Inspection:	98 %
Collections:	99 %	Wild Pine Lab	0 Electronic JHA's
Maintenance:	100 %	River Center	0 Electronic JHA

Near Miss Reporting:

There were 8 Near Miss reports initiated in January which equals the 12-month rolling average of 8. Employees from Collections, Reuse, Human Resources, Maintenance, and Plant Operations each submitted a near miss report in October. The hazards include struck by low hanging material and sharp objects, security access, fall protection, faulty equipment and tripping hazards. Upon receiving the Near Miss report, the Safety Officer will collaborate with the report initiator and department Director/Manager to better understand the reported hazard /

condition and to determine the best corrective action. When warranted, a Work Order is generated that defines the proposed corrective action and person responsible to complete the corrective action. The work orders are tracked until closed and the status can be viewed on the Safety Intranet page by clicking on the “Near Miss Submission List” under Forms.

All District employees should continue to report potential safety issues, including unsafe or unhealthy conditions, potential pollution sources or events, and suggestions to improve safety processes, via this Near Miss Reporting System. Please be alert, and if you see something, generate a near miss report. The actions taken as a result of submitting a Near Miss report will enhance the District’s overall safety performance and help sustain the existing safety culture.

Training: In January, two (2) District employees received two days of training to pass the DOT Advanced Maintenance of Traffic (AMOT) certification. A DOT Entry Level Driver Training (ELDT) was taken and passed by one District employee preparing for the Class B CDL Learners Permit exam. A DOT Medical Examination is first required to enable the employee to take the DOT Learner Permit exam. Four District employees were given the hour-long ARC Flash PPE use, maintenance, and care training. This training requirement must be taken prior to employees receiving ARC Flash PPE kits. Upcoming February Computer Based Training (CBT) will include PPE Awareness for all District employees. The Florida Forest Service will be conducting a chain saw use and safety training class for seven (7) District employees on February 22nd. This training is in preparation of the 2024 Hurricane Season. CPR class will again be provided in March. Once the specific dates and times are agreed upon, we will distribute a communication email for required and volunteer employees to sign up. The CPR certification is good for two years. You can forward requests to participate in the class to Ed Horchar or Maureen Murray.

Inspections: A total of 12 workplace inspections occurred in January. District jobs that were observed included Clarifier 4 confined space entry planning, actual entry and Engineering Contractor inspection, Admiral Cove 72-inch culvert entry for pipe inspection, injury response and investigation, maintenance building walkthrough, RAS4 potholing, cleanout repair and cleanout sleeve repairs, lift station point repairs, and evaluating near miss reported issues.

Working safely at the District is not about accident-free streaks. Working safely at the District is about what we do as employees to enable each of us to go home in the same healthy condition as when we started the shift, each and every day. When we do this as a District team, we look out for the wellbeing of each other; a little bit of situational awareness. Collectively building off each other’s energy. Maybe that’s when a “streak” is established. Working over two consecutive years with no recordable injuries IS a significant accomplishment. Working safely at the District HAS become the standard work. As stated earlier, each employee’s actions over the last four years have driven the TRIR from 5.0 to 0.0. Injuries most certainly are preventable. Let’s continue to build on this momentum and demonstrate that dedication to work smart and safely. Please visit with any questions or ideas you may have. And do not forget to utilize the near miss reporting system. Let’s help each other stay safe and reach beyond our goals.



LOXAHATCHEE RIVER DISTRICT

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TEL: (561) 747-5700

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D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

TO: Governing Board
FROM: Administration Staff
DATE: February 09, 2024
SUBJECT: Consultant Payments

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

Consultant	Prior Month	Fiscal YTD
Attorneys	\$ 7,718.75	\$ 45,315.00
Baxter & Woodman	\$ 14,796.85	\$ 81,351.73
Holtz	\$ 9,903.49	\$ 58,550.20
KCI	\$ 14,293.30	\$ 15,687.30
Kimley-Horn & Associates, Inc.	\$ 5,100.50	\$ 18,312.00

Should you have any questions regarding these items, please contact Kara Fraraccio concerning the attorney invoices, and Kris Dean concerning the engineer invoices.

Stephen B. Rockoff
CHAIRMAN

Kevin L. Baker
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

Clinton R. Yerkes
BOARD MEMBER



Future Business

General:

- Ethics Training for Governing Board
- Audit
- 2500 Jupiter Park Drive Site Planning

Future Contracts:

- Reuse System Pump Rebuild – Repair Contract
- Maintenance Facility – Professional Engineering Services Design and Bid Contract
- Warehouse Facility – Professional Engineering Services Design and Bid Contract
- Clarifier No. 4 Rehabilitation – Construction Contract
- County Line Road Bridge IQ Main Relocation – Interlocal Agreement (Tequesta)
- Lift Station 050 Emergency Generator and Automatic Transfer Switch – Award Construction Contract
- Lift Station Control Panel and RTU Upgrades – Award Construction Contract
- Loxahatchee River Subaqueous Force Main Replacement – Award Construction Contract

