



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 #13-2023
SEPTEMBER 21, 2023 – 7:00 PM AT DISTRICT OFFICES**
ALSO, THE MEETING WILL BE AVAILABLE TO THE PUBLIC ONLINE AT:
LOXAHATCHEERIVER.ORG/PUBLICMEETING

1. Call to Order & Pledge of Allegiance
2. Administrative Matters
 - A. Roll Call
 - B. Previous Meeting Minutes [Page 4](#)
 - C. Additions and Deletions to the Agenda
3. Comments from the Public
4. Status Updates
 - A. Loxahatchee River Watershed [Page 10](#)
 - B. Loxahatchee River District Dashboard [Page 11](#)
5. Consent Agenda (see next page) [Page 12](#)
6. Regular Agenda
 - A. Consent Agenda Items Pulled for Discussion
 - B. Chapter 31-10 – Jamaica Drive Phase 1 Sub-regional Line Charge & Easement Termination/Abandonment Application Fee [Page 119](#)
 - C. Environmental Education Strategic Plan [Page 123](#)
 - D. FY2024 Budget [Page 161](#)
7. Reports (see next page) Pulled for Discussion
8. Future Business [Page 251](#)
9. Board Comments
10. Adjournment

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

Submitted by: 
Date: September 13, 2023

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

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. 15089 & 15100 Jamaica Drive - to approve Preliminary Assessment [Page 14](#)
- B. Rolling Hills Gravity Sewer System - to approve Preliminary Assessment [Page 21](#)
- C. ITB # 19-008LPSSGENCONSTR - Low Pressure Sewer System General Construction Services – to approve contract renewal [Page 30](#)
- D. Easement Encroachment Requests Policy - to approve policy [Page 33](#)
- E. Manual of Minimum Construction Standards and Technical Specifications - to approve revision [Page 54](#)
- F. Network and Security Consulting Services (PC Solutions & Integration, Inc) - to extend the purchase order [Page 55](#)
- G. Liability and Workers Compensation Insurance - to approve insurance renewal [Page 59](#)
- H. New Developer Agreement for Roger Dean Stadium (Palm Beach County) - to approve non-standard developer agreement [Page 60](#)
- I. Annual Lawn/Landscape Maintenance Services (Terracon Services, Inc.) - to approve annual purchase order [Page 68](#)
- J. Biosolids Hauling (Merrell Bros, Inc.) - to approve annual purchase order [Page 69](#)
- K. Biosolids Processing (Solid Waste Authority) - to approve annual purchase order [Page 70](#)
- L. Chlorine (Brenntag Mid-South, Inc.) Supply - to award contract [Page 71](#)
- M. Purchase of Odor Control Services (Evoqua) - to approve annual purchase order [Page 72](#)
- N. Solids Dewatering Polymer (SNF Polydyne) Purchase - to approve annual purchase order [Page 73](#)
- O. ITB # 21-008-00107-WWSH Hauling of Liquid Domestic Wastewater, Sludge and Collection System Debris - to approve contract renewal [Page 74](#)
- P. Fixed Asset Disposal - to approve disposal [Page 75](#)
- Q. Credit Card and eCheck Payment Services (First Billing/Paya) - to approve the purchase order [Page 76](#)
- R. Printing and Mailing Services (Arista Information Systems) - to approve the purchase order [Page 77](#)
- S. Legal Services Supporting the Retirement Plan Administrative Committee – to approve revised rates [Page 78](#)
- T. Change Orders to Current Contracts:
 - C1 - Lift Station 082 Conversion [Page 86](#)
 - C2 - ITB 20-007-WWRECGENCONSTR - to authorize additional funds [Page 117](#)

7. REPORTS

- A. Neighborhood Sewering [Page 190](#)
- B. Legal Counsel’s Report [Page 193](#)
- C. Engineer’s Report [Page 195](#)
- D. Busch Wildlife Sanctuary [Page 202](#)
- E. Director’s Report [Page 203](#)



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

AGENDA
PUBLIC HEARING #04-2023
SEPTEMBER 19, 2023 - 6:55 P.M. AT DISTRICT OFFICES
ALL MEETINGS ARE OPEN TO THE PUBLIC

1. Call to Order and Pledge of Allegiance
2. Roll Call
3. To receive public comments pertaining to the Final Budget for the 2024 Fiscal Year
4. Comments from the Board
5. Adjournment

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

Submitted by:

Date: September 11, 2023

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



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., Executive Director
DATE: September 21, 2023
SUBJECT: Approval of Meeting Minutes

Attached herewith are the minutes of the Regular Meeting of August 17, 2023. As such, the following motion is presented for your consideration:

“THAT THE GOVERNING BOARD approve the minutes of the Regular Meeting of August 17, 2023 as submitted.”

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

Ref: #11-2023

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
REGULAR MEETING - MINUTES
AUGUST 17, 2023

1. CALL TO ORDER

Chairman Rostock called the Regular Meeting of August 17, 2023 to order at 7:00 PM.

2. ADMINISTRATIVE MATTERS

A. ROLL CALL

The following Board Members were in attendance:

Dr. Rostock
Mr. Rockoff (via GotoWebinar)
Mr. Boggie
Mr. Yerkes
Mr. Baker

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

Consultants in attendance were Mr. Curtis Shenkman, Mr. Hunter Shenkman, Mr. Jack Steele, and Mr. Mike Braid.

B. PREVIOUS MEETING MINUTES

The minutes of the Regular Meeting of July 20, 2023 were presented for approval and the following motion was made:

“THAT THE GOVERNING BOARD approve the minutes of the Regular Meeting of July 20, 2023 as submitted.”

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

C. ADDITIONS & DELETIONS TO THE AGENDA

3. COMMENTS FROM THE PUBLIC

No comments from the public were received.

4. STATUS UPDATES

A. LOXAHATCHEE WATERSHED STATUS

Mr. Pugsley presented on his Six Sigma project – Biosolids Odor Control Project Summary. Project team members were Jason Pugsley (Operations Plant Manager), Nathan Jarvis (Chief Operator), John Gould (WWTP Operator A), and the late Anthony Nicoletto (Maintenance Foreman). Mr. Pugsley identified and discussed the DMAIC (define, measure, analyze, improve, and control) process, and how the project team used this systematic process to improve odor control performance of our biosolids processing facility. At the conclusion of the presentation, Nathan Jarvis identified several subsequent projects that have been addressed within Operations using the DMAIC process, including wet well aeration system, grit classifier operational improvements, and waste activated sludge (WAS) pump sequencing and run time evaluation.

B. LOXAHATCHEE RIVER DISTRICT DASHBOARD

Dr. Arrington reviewed the District Dashboard.

5. CONSENT AGENDA

“THAT THE GOVERNING BOARD approve the Consent Agenda of August 17, 2023 as presented.”

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

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

A. Notice of Intent – 15089 & 15100 Jamaica Drive (Resolution 2023-05)

"THAT THE GOVERNING BOARD approve Resolution 2023-05 the NOTICE OF INTENT to Assess, the Pending Lien Notice, and the Exhibits for the 15089 & 15100 JAMAICA DRIVE Assessment Area."

B. Girl Scout Partnership Agreement – to approve agreement

“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute the Partnership Agreement with the Girl Scouts of Southeast Florida, Inc. for 2023-2024.”

C. Cash Reserve Policy – to approve policy

“THAT THE DISTRICT GOVERNING BOARD approve the attached Cash Reserve Policy and direct the Executive Director to implement this policy with an effective date of August 18, 2023.

D. Fixed Asset Disposal – to approve disposal

“THAT THE GOVERNING BOARD authorize the Executive Director to dispose of tangible personal property asset numbers TE0099, TE0101, TE0100, and TE81, asset tag number 2675, and the items from the aggregated assets listed in the schedule above in accordance with the District’s Disposal of Surplus Tangible Personal Property Policy.”

E. Change Order to Current Contract - No modifications were presented.

6. REGULAR AGENDA

A. CONSENT AGENDA ITEMS PULLED FOR DISCUSSION

B. Easement Policy - Construction Standards and Technical Specifications

Mr. Dean discussed the draft easement termination and abandonment policy, which has been incorporated into the District’s Manual of Minimum Construction Standards and Technical Specifications via red-lined edits. Mr. Dean then explained three further revisions that were suggested by Board members during their individual briefings. These revisions were summarized into the following four options. Option 1: easement termination and abandonment policy as presented in the August Notebook. Option 2: draft easement termination and abandonment policy plus an indemnify, defend, and hold harmless clause in the Termination/Abandonment of Easement Agreement. Option 3: Removes the Engineer’s Recommendation from the policy, so that Engineering Services would provide a review of the application for compliance with the policy including compliance with District Standards, Federal/State/Local laws, identification of risks/benefits, resolution of conflicts, restraints, and limitations. Option 4: Excludes lift station sites from the termination/abandonment policy, i.e., it would be Board policy to reject all requests for easement termination and abandonment for lift station sites.

Mr. Curt Shenkman then discussed his legal opinion of the matter, and recommended the Board exclude Option 4 from their consideration. Mr. Shenkman deemed the blanket rejection of all requests to abandon a lift station easement (or part thereof) as arbitrary and a denial of due process. The better route is to allow all property owners whose property is encumbered by a District easement to approach the Board and request abandonment of their easement (or a portion thereof) through a defined process, with the Governing Board determining each request based on the merits of the specific facts surrounding that request.

“THAT THE DISTRICT GOVERNING BOARD ratify and approve the Loxahatchee River Environmental Control District’s “Manual of Minimum Construction Standards and Technical Specifications”, include options 2 and 3, as of August 17, 2023, and authorize the Director of Engineering and Executive Director to update the Construction Standards and Technical Specifications from time to time, and periodically present it to the Governing Board for ratification and approval.”

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

C. Draft Environmental Education Strategic Plan

Dr. Arrington presented the 2023 Draft Environmental Education Strategic Plan, which used a thorough, data-driven process, and engaged various stakeholder groups (agencies, nature centers, partners, participants, and parents) and individual Board Members.

Governing Board Members suggested the following revisions be considered: (1) revise strategy map 4.2 to “Increase Access”; (2) strategy map 5.1 to “Manage Env. Ed. capital & operating expenses”; (3) add “Increased costs could result in charging or taxing District residents not connected to the sewer system”; and (4) add Audubon bird tours of WWTP site to our list of opportunities.

No motion made.

D. Draft FY2024 Budget

Dr. Arrington discussed the draft budget including the savings identified over the last month. Also, Mr. Dean discussed an additional budget savings of approximately \$160,000 that will be shown next month – this savings is due to further projected savings due to discontinuation of odor control chemical (bioxide) at Lift Station 53. This savings is the final step in an ongoing series of actions to reduce chemical feed rate and costs in the collection system. A draft report by Hazen supports this final cost-saving action.

Additionally, Mr. Yerkes expressed his concern that the budget does not adequately account for the impact of inflation on our employees, and he suggested an evaluation of increasing the merit increase from 3% to 5%. After some discussion, it appeared that the Board would like to see further

analysis of the CPI-U (i.e., 12-month rolling average) and better quantification of the impacts of the regional CPI-U vs national CPI-U. Staff will work to develop these assessments and include them in the September budget memo.

7. REPORTS

The following reports stood as written.

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

8. FUTURE BUSINESS

Dr. Arrington reviewed Future Business.

9. COMMENTS FROM THE BOARD

Mr. Rockoff found the process working with Mr. Jack Steele was very well done and he was impressed with the process.

10. ADJOURNMENT

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

“That the regular meeting of August 17, 2023 adjourns at 9:12 PM.”

BOARD CHAIRMAN

BOARD SECRETARY

RECORDING SECRETARY



Loxahatchee River Watershed Status Wastewater Surveillance Update

Since May 2020, early in the COVID pandemic, the Loxahatchee River District has been involved with Wastewater Surveillance to monitor the concentration of SARS-CoV2 genetic virus fragments coming into our treatment plant from people in our community that are ill, both symptomatic and asymptomatic. Research has shown the relative abundance of virus fragments in wastewater samples precedes clinical cases within the community by 3 to 10 days, and serves as an early indicator of the amount of illness in our community.

In September 2022, we partnered with a second team doing wastewater surveillance on SARS-CoV-2/Covid and addition illnesses including Influenza A and B, RSV, MPXV (formerly monkeypox), and Norovirus.

This program has been very popular based on positive press and the high number of visits to our wastewater surveillance web page: loxahatcheeriver.org/wastewater-surveillance/

At our meeting we will present some of the interesting new developments with our wastewater surveillance partners.

Loxahatchee River District's Wastewater Surveillance Program, Jupiter, Florida

Conducted in partnership with WastewaterSCAN -

a program of Stanford University, Emory University and Verily, the life sciences subsidiary of Alphabet, Inc. (formerly Google)

Sewer Service Area largely overlaps with zip codes 33458, 33477, 33469

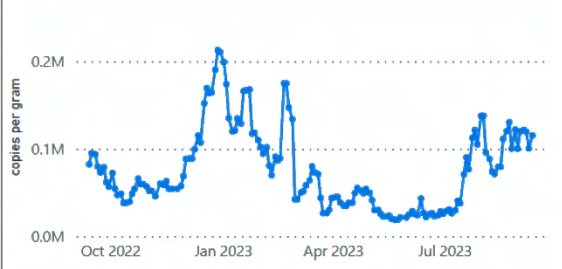


Date Selector - Select Dates or Move Slider To Adjust Date Range

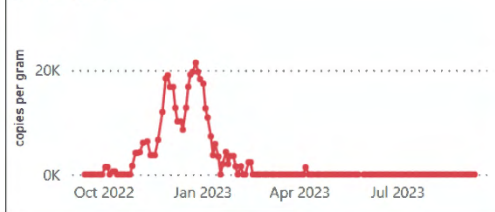
9/14/2022 9/14/2023



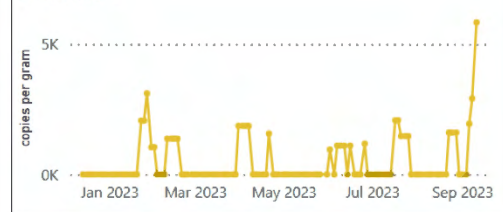
SARS-CoV-2 / COVID



Influenza A



Influenza B



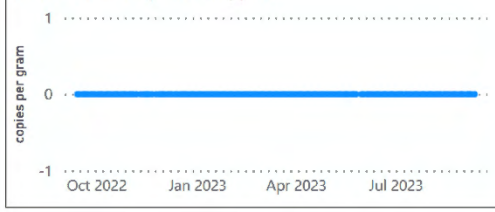
Respiratory Syncytial Virus (RSV)



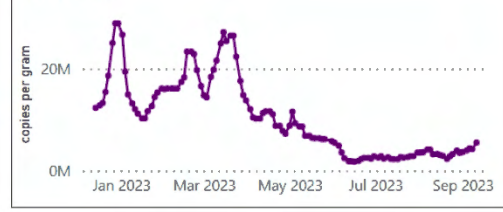
Human Metapneumovirus (hMPV)



MPXV (formerly monkeypox)



Norovirus



The data in these charts have been smoothed, where measurements from nearby dates have been combined to reduce day-to-day variability and increase accuracy. Specifically, Verily takes the 5 samples centered around a date and report the average after excluding the highest and lowest values. This processing minimizes the influence of outlier measurements and makes it easier to visualize trends in the data. For more information and visualizations, please visit the [WastewaterSCAN data page](#).

LOXAHATCHEE RIVER DISTRICT'S EXECUTIVE DASHBOARD



Units	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
	% 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
2020 Baseline	34%	8	0.1	3,292	7.2	0	1,183	1	0.3	\$ 35,350,661	100%	90%	91%	-15	7	14.6	2
2021 Baseline	113%	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	81%	12	0.1	395	6.8	0	1,268	3	0.0	\$ 44,372,235	101%	91%	83%	-51	1	22.6	3
2022 Aug	88%	10	0	45; 0	6.3	0	1,275	4	0	\$ 45,392,935	101%	92%	84%	(69)	0	32.2	3
Sept	77%	10	0	11; 0	6.4	0	1,207	13	0	\$ 43,373,290	92%	92%	84%	(87)	0	5.0	4
Oct	79%	13	0	120; 0	6.9	0	1,101	5	0	\$ 43,464,126	97%	84%	86%	(34)	0	13.8	3
Nov	53%	9	0	31; 0	7.2	0	1,269	3	0	\$ 45,258,800	103%	83%	87%	(36)	0	17.3	0
Dec	94%	14	0	3,482; 0	7.1	0	1,342	0	0	\$ 44,024,404	107%	92%	89%	(36)	0	11.8	1
2023 Jan	69%	11	0	51; 0	7.1	0	1,447	9	0	\$ 44,602,531	106%	91%	90%	(23)	0	26.5	1
Feb	79%	14	0	8; 0	7.2	0	1,334	5	0	\$ 45,825,795	105%	89%	92%	(22)	0	28.9	0
Mar	94%	13	0	2949; 0	7.1	0	1,324	24	0	\$ 45,242,896	105%	90%	92%	(30)	1	32.7	2
Apr	116%	9	0	0; 0	7.1	0	1,317	17	0	\$ 44,973,518	106%	93%	92%	(26)	26	27.8	5
May	84%	13	0	92; 0	6.7	0	1,365	2	0	\$ 46,555,442	107%	92%	97%	(30)	0	27.7	1
June	104%	17	0	8,082; 0	7.1	0	1,275	2	0	\$ 44,195,894	108%	93%	94%	(35)	0	21.7	7
July	83%	10	0	0; 0	6.5	0	1,293	1	0	\$ 44,736,939	110%	93%	92%	(42)	0	23.6	4
Aug	111%	9	0	15; 0	6.8	0	1,242	4	0	\$ 46,355,162	110%	93%	100%	(54)	0	17.1	6
Consecutive Months at Green	1	2	16	2	171	26	156	0	21	167	22	9	18	0	4	0	0
Metric Owner	O'Neill	Pugsley	Dean	Dean	Pugsley	Pugsley	Pugsley	Dean	Horchar	Fraraccio	Fraraccio	Fraraccio	Dean	Dean	Howard	Howard	Howard

Metric	Explanation
IQ Water Deliveries	We failed to deliver full contractual allocations of IQ Water on four days in August. On Aug 7 lightning impacted our primary IQ Water pump station and we were unable to deliver 2.5 MGD of IQ Water, which affected 8 customers. On Aug 24 a fault at our primary IQ Water pump station caused us to not deliver 3.0 MGD of IQ Water, which impacted 6 customers. On Aug 8 and 25, we failed to deliver 12,000 and 22,000 gallons of IQ Water to Jupiter Hills due to a power fault and variable frequency drive issue.
Capital Projects (time)	The following projects are significantly behind schedule: (1) Lift Station 82 Conversion (this month a change order is being presented to the Board to get this project back on track); (2) rehab of Lift Stations 18, 54, and 41; (3) improving operational flexibility of our IQ System; (4) site planning for 2500 Jupiter Park Drive; (5) improving deep injection well pump station generator connections; and (6) permanent generator at Lift Station 50. Additional details are available in Kris' report.
Salinity @ North Bay Fecal Coliform Bacteria	Flows over Lainhart dam averaged 220 cfs in August and peaked at 297 cfs on Aug 5th. Flood control releases through S-46 peaked at 241 cfs on Aug 11. These freshwater flows pushed salinity down to 17.1 ppt at North Bay, an area that historically supported healthy seagrass. See Bud's report for more detailed information. High fecal coliform bacteria (>200 cfu/100 ml) were observed at Stations 60 (NWF rivermile 3.25), 62 (Island Way bridge), 65 (Kitching Creek mouth), 67 (Trapper Nelson's), 72 (Loxahatchee River Rd bridge), and 95 (Jupiter Farms). See Bud's report for additional details.



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: Administration Staff
DATE: September 15, 2023
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. 15089 & 15100 Jamaica Drive - to approve Preliminary Assessment
- B. Rolling Hills Gravity Sewer System - to approve Preliminary Assessment
- C. ITB # 19-008LPSSGENCONSTR - Low Pressure Sewer System General Construction Services – to approve contract renewal
- D. Easement Encroachment Requests Policy - to approve policy
- E. Manual of Minimum Construction Standards and Technical Specifications - to approve revision
- F. Network and Security Consulting Services (PC Solutions & Integration, Inc) - to extend the purchase order
- G. Liability and Workers Compensation Insurance - to approve insurance renewal
- H. New Developer Agreement for Roger Dean Stadium (Palm Beach County) - to approve non-standard developer agreement
- I. Annual Lawn/Landscape Maintenance Services (Terracon Services, Inc.) - to approve annual purchase order
- J. Biosolids Hauling (Merrell Bros, Inc.) - to approve annual purchase order
- K. Biosolids Processing (Solid Waste Authority) - to approve annual purchase order
- L. Chlorine (Brenntag Mid-South, Inc.) Supply - to award contract
- M. Purchase of Odor Control Services (Evoqua) - to approve annual purchase order
- N. Solids Dewatering Polymer (SNF Polydyne) Purchase - to approve annual purchase order

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

- O. ITB # 21-008-00107-WWSH Hauling of Liquid Domestic Wastewater, Sludge and Collection System Debris - to approve contract renewal
- P. Fixed Asset Disposal - to approve disposal
- Q. Credit Card and eCheck Payment Services (First Billing/Paya) - to approve the purchase order
- R. Printing and Mailing Services (Arista Information Systems) - to approve the purchase order
- S. Legal Services Supporting the Retirement Plan Administrative Committee – to approve revised rates
- T. Change Orders to Current Contracts:
 - C1 - Lift Station 082 Conversion -
 - C2 - ITB 20-007-WWRECGENCONSTR - to authorize additional funds

Should you have any questions regarding these items, I would be pleased to discuss them further with you.

The following Motion is provided for Board consideration:

“THAT THE GOVERNING BOARD approve the Consent Agenda of September 21, 2023 as presented.”



Signed

D. Albrey Arrington, Ph.D.
Executive Director

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

**HUNTER C.
SHENKMAN**
Attorney

CURTIS SHENKMAN, P.A.
ATTORNEY & COUNSELOR AT LAW
4400 PGA BLVD, SUITE 300
PALM BEACH GARDENS, FL 33410
561-822-3939 FAX 561-898-2266
CURTIS@PALMBEACHLAWYER.LAW

PARALEGALS
JANA COOKE
CAROLINA INMAN
DENISE B. PAOLUCCI

Sent by email September 13, 2023

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

Re: Resolution 2023-07 and Preliminary Assessment Roll for 15089 & 15100 JAMAICA DRIVE

Dear Dr. Arrington:

Please attach to this letter is Resolution 2023-07, Exhibit "A" Preliminary Assessment Roll, & Exhibit "B" Map & most recent list of property owners as part of the Resolution.

In the Resolution, Sections 2 and 7, the "Board of Adjustment" public hearing to hear objections to the "final" assessment roll and the "Governing Board" meeting to confirm the "final" assessment roll is proposed for OCTOBER 19, 2023.

Preparation is necessary of the Notice of Board of Adjustment to be published and mailed out by **Friday, October 6, 2023**.

A **SUGGESTED MOTION** for the Board at the SEPTEMBER 21, 2023, meeting is as follows:
"THAT THE GOVERNING BOARD approve Resolution **2023-07** adopting the **15089 & 15100 JAMAICA DRIVE** Preliminary Assessment Roll."

Sincerely,

Curtis L. Shenkman

Curtis L. Shenkman

LRECD RESOLUTION NO. 2023-07

A RESOLUTION OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT RELATING TO THE **15089 & 15100 JAMAICA DRIVE** ASSESSMENT AREA IMPROVEMENTS; ADOPTING THE PRELIMINARY ASSESSMENT ROLL FOR **15089 & 15100 JAMAICA DRIVE** ASSESSMENT AREA IMPROVEMENTS AS PREPARED BY THE DISTRICT CLERK AND ATTACHED HERETO AS EXHIBITS “A” AND “B”; AUTHORIZING THE DISTRICT GOVERNING BOARD TO ACT AS THE BOARD OF ADJUSTMENT; PROVIDING FOR THE FURNISHING OF TEN DAYS’ WRITTEN NOTICE TO ALL PROPERTY OWNERS AFFECTED; DIRECTING THAT AN AFFIDAVIT OF PUBLICATION BE OBTAINED; REQUIRING THE FILING OF THE PROOF OF PUBLICATION AND OF THE WRITTEN NOTICE; MAKING REFERENCE TO RESOLUTION NO. **2023-05** PROVIDING FOR THE PUBLICATION OF THE NOTICE OF THE MEETING TO CONSIDER CONFIRMATION OF THE PRELIMINARY ASSESSMENT ROLL; DIRECTING THAT AN AFFIDAVIT OF PUBLICATION BE OBTAINED; REQUIRING THE FILING OF THE PROOF OF PUBLICATION; PROVIDING FOR CONSISTENCY; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Governing Board of the Loxahatchee River Environmental Control District (hereinafter called the “District” has authorized the sewer improvements to the **15089 & 15100 JAMAICA DRIVE** Assessment Area in **PALM BEACH** County, Florida.

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

WHEREAS, the Governing Board has considered the improvements to be in accordance with the best interests of the citizens of the **15089 & 15100 JAMAICA DRIVE** Assessment Area.

WHEREAS, the District’s previous Resolution **2023-05** was approved by the District’s Governing Board and directed the preparation of the Assessment Roll.

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

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

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

RESOLUTION **2023-07**
OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

Section 2. The District Clerk is directed to publish a Notice stating that the District's Governing Board shall act as the **Board of Adjustment** at a hearing to be held on the **19th day of October, 2023 (this is the following board meeting date)** at the District's Governing Board meeting chambers, Jupiter, Florida. Such Notice shall be published at least ten (10) days in advance of such hearing, once in a newspaper published in Martin County and once in a newspaper published in Palm Beach County. Such Notice shall state that at the hearing, the Governing Board will hear objections of all interested persons to the confirmation of such resolution. Such Notice shall state in brief and general terms a description of the improvements with the location thereof and shall also state that plans, specifications, estimates, and the tentative apportionment of cost thereof are on file in the office of the District. The District Clerk is directed to mail a copy of such Notice to each of the affected property owners at least ten (10) days in advance of the hearing.

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

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

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

Section 6. Resolutions No. **2023-05 and 2023-07** of the District shall be a part of the record to be considered by the Governing Board at the aforescribed hearing when the Governing Board sits as the Board of Adjustment.

Section 7. The District Clerk is directed to publish a Notice stating that at the meeting of the Governing Board to be held on **October 19, 2023 (Following Board Meeting Date)** at the District Governing Board meeting chambers, Jupiter, Florida, all interested persons may appear and file written objections to the confirmation of the Final Assessment Roll. Such Notice shall be published at least twelve (12) days in advance of such meeting, once in a newspaper published in Martin County and once in a newspaper published in Palm Beach County. Such Notice shall state the class of the improvement and the location thereof by terminal points and route. Such Notice shall also be mailed to those interested parties requesting such in writing.

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

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

RESOLUTION **2023-07**
OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

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

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

PASSED AND ADOPTED BY THE GOVERNING BOARD OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, THIS **21st** day of **September, 2023.**

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

VOTE

DR. MATT H. ROSTOCK

STEPHEN B. ROCKOFF

GORDON M. BOGGIE

CLINTON R. YERKES

KEVIN L. BAKER

EXHIBIT "A"
PRELIMINARY ASSESSMENT ROLL
LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
15089 & 15100 JAMAICA DRIVE ASSESSMENT AREA

TOTAL COSTS AND EXPENSES RELATED TO THE IMPROVEMENTS. The District shall consider the **total** costs and expenses related to the improvements in the **15089 & 15100 JAMAICA DRIVE** Assessment Area shall be **\$ 8,418.87** per parcel of property in the **15089 & 15100 JAMAICA DRIVE** Area.

APPORTIONMENT OF COSTS BETWEEN THE DISTRICT AND THE PROPERTY OWNERS. The District shall pay from the District's general funds ten percent (10%) of the total cost to the District of construction, reconstruction, labor, materials, acquisition, or property rights, surveys, design, engineering, and legal fees, administration expenses, and all other expenses necessary or incidental to completion of the specially assessed improvement and each lot or parcel of land subject to this special assessment shall be responsible for ninety percent (90%) of the total cost.

PAYMENT OF ASSESSMENT. As to Parcels of **15089 & 15100 JAMAICA DRIVE** Assessment Area Property in EXHIBIT "B", the **\$ 7,576.98** assessment may be paid, interest free, at the office of the District on or before May 1, 2024.

Owners who do not pay the \$ 7,576.98 assessment on or before May 1, 2024 shall have the \$ 7,576.98 principal added to the tax roll as a non-ad valorem assessment to accrue interest, beginning October 1, 2024, at eight percent (8%) per annum, to be collected in twenty (20) equal annual installments of \$ 771.73, commencing with the November 1, 2024 Real Estate Tax Bill.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT


By: _____
D. Albrey Arrington, District Clerk, Executive Director

EXHIBIT "B"

15089 AND 15100 JAMAICA DRIVE SEWER SYSTEM



LEGEND

 NOT INCLUDED

JUPITER, FLORIDA

6/23/2021

Frank Julianne R & Audette Joseph
15089 Jamaica Drive
Palm Beach Gardens, FL 33410 1005
re: 15089 Jamaica Drive
PCN - 00-43-41-17-00-000-7070

Easy Street Enterprises, LLC
4495 Military Trail Ste. 107
Jupiter, FL 33458 4818
re: 15100 Jamaica Drive, Palm Beach Gardens, FL 33410 1005
PCN - 00-43-41-17-00-000-7120

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

**HUNTER C.
SHENKMAN**
Attorney

CURTIS SHENKMAN, P.A.
ATTORNEY & COUNSELOR AT LAW
4400 PGA BLVD, SUITE 300
PALM BEACH GARDENS, FL 33410
561-822-3939 FAX 561-898-2266
CURTIS@PALMBEACHLAWYER.LAW

PARALEGALS
JANA COOKE
CAROLINA INMAN
DENISE B. PAOLUCCI

Sent by email September 13, 2023

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

Re: **Resolution 2023-08 and Preliminary Assessment Roll for ROLLING HILLS**

Dear Dr. Arrington:

Please attach to this letter is Resolution 2023-08, Exhibit "A" Preliminary Assessment Roll, & Exhibit "B" Map & most recent list of property owners as part of the Resolution.

In the Resolution, Sections 2 and 7, the "Board of Adjustment" public hearing to hear objections to the "final" assessment roll and the "Governing Board" meeting to confirm the "final" assessment roll is proposed for OCTOBER 19, 2023.

Preparation is necessary of the Notice of Board of Adjustment to be published and mailed out by **Friday, October 6, 2023**.

A **SUGGESTED MOTION** for the Board at the SEPTEMBER 21, 2023, meeting is as follows:
"THAT THE GOVERNING BOARD approve Resolution **2023-08** adopting the Rolling Hills Preliminary Assessment Roll."

Sincerely,

Curtis L. Shenkman

Curtis L. Shenkman

LRECD RESOLUTION NO. 2023-08

A RESOLUTION OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT RELATING TO THE **ROLLING HILLS** ASSESSMENT AREA IMPROVEMENTS; ADOPTING THE PRELIMINARY ASSESSMENT ROLL FOR **ROLLING HILLS** ASSESSMENT AREA IMPROVEMENTS AS PREPARED BY THE DISTRICT CLERK AND ATTACHED HERETO AS EXHIBITS “A” AND “B”; AUTHORIZING THE DISTRICT GOVERNING BOARD TO ACT AS THE BOARD OF ADJUSTMENT; PROVIDING FOR THE FURNISHING OF TEN DAYS’ WRITTEN NOTICE TO ALL PROPERTY OWNERS AFFECTED; DIRECTING THAT AN AFFIDAVIT OF PUBLICATION BE OBTAINED; REQUIRING THE FILING OF THE PROOF OF PUBLICATION AND OF THE WRITTEN NOTICE; MAKING REFERENCE TO RESOLUTION NO. **2019-10** PROVIDING FOR THE PUBLICATION OF THE NOTICE OF THE MEETING TO CONSIDER CONFIRMATION OF THE PRELIMINARY ASSESSMENT ROLL; DIRECTING THAT AN AFFIDAVIT OF PUBLICATION BE OBTAINED; REQUIRING THE FILING OF THE PROOF OF PUBLICATION; PROVIDING FOR CONSISTENCY; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, the District’s previous Resolution **2019-10** was approved by the District’s Governing Board and directed the preparation of the Assessment Roll.

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

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

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

RESOLUTION 2023-08
OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

Section 2. The District Clerk is directed to publish a Notice stating that the District's Governing Board shall act as the **Board of Adjustment** at a hearing to be held on the **19th day of October, 2023 (this is the following board meeting date)** at the District's Governing Board meeting chambers, Jupiter, Florida. Such Notice shall be published at least ten (10) days in advance of such hearing, once in a newspaper published in Martin County and once in a newspaper published in Palm Beach County. Such Notice shall state that at the hearing, the Governing Board will hear objections of all interested persons to the confirmation of such resolution. Such Notice shall state in brief and general terms a description of the improvements with the location thereof and shall also state that plans, specifications, estimates, and the tentative apportionment of cost thereof are on file in the office of the District. The District Clerk is directed to mail a copy of such Notice to each of the affected property owners at least ten (10) days in advance of the hearing.

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

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

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

Section 6. Resolutions No. **2019-10 and 2023-08** of the District shall be a part of the record to be considered by the Governing Board at the aforescribed hearing when the Governing Board sits as the Board of Adjustment.

Section 7. The District Clerk is directed to publish a Notice stating that at the meeting of the Governing Board to be held on **October 19, 2023 (following board meeting date)** at the District Governing Board meeting chambers, Jupiter, Florida, all interested persons may appear and file written objections to the confirmation of the Final Assessment Roll. Such Notice shall be published at least twelve (12) days in advance of such meeting, once in a newspaper published in Martin County and once in a newspaper published in Palm Beach County. Such Notice shall state the class of the improvement and the location thereof by terminal points and route. Such Notice shall also be mailed to those interested parties requesting such in writing.

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

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

RESOLUTION 2023-08
OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

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

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

PASSED AND ADOPTED BY THE GOVERNING BOARD OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, THIS 21st day of **September, 2023.**

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

VOTE

DR. MATT H. ROSTOCK

STEPHEN B. ROCKOFF

GORDON M. BOGGIE

CLINTON R. YERKES

KEVIN L. BAKER

EXHIBIT "A"
PRELIMINARY ASSESSMENT ROLL
LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
ROLLING HILLS ASSESSMENT AREA

TOTAL COSTS AND EXPENSES RELATED TO THE IMPROVEMENTS. The District shall consider the **total** costs and expenses related to the improvements in the **ROLLING HILLS** Assessment Area shall be **\$8,135.31.00** per parcel of property in the **ROLLING HILLS** Area.

APPORTIONMENT OF COSTS BETWEEN THE DISTRICT AND THE PROPERTY OWNERS. The District shall pay from the District's general funds ten percent (10%) of the total cost to the District of construction, reconstruction, labor, materials, acquisition, or property rights, surveys, design, engineering, and legal fees, administration expenses, and all other expenses necessary or incidental to completion of the specially assessed improvement and each lot or parcel of land subject to this special assessment shall be responsible for ninety percent (90%) of the total cost.

PAYMENT OF ASSESSMENT. As to Parcels of **ROLLING HILLS** Assessment Area Property in EXHIBIT "B", the **\$7,321.78** assessment may be paid, interest free, at the office of the District on or before May 1, 2024.

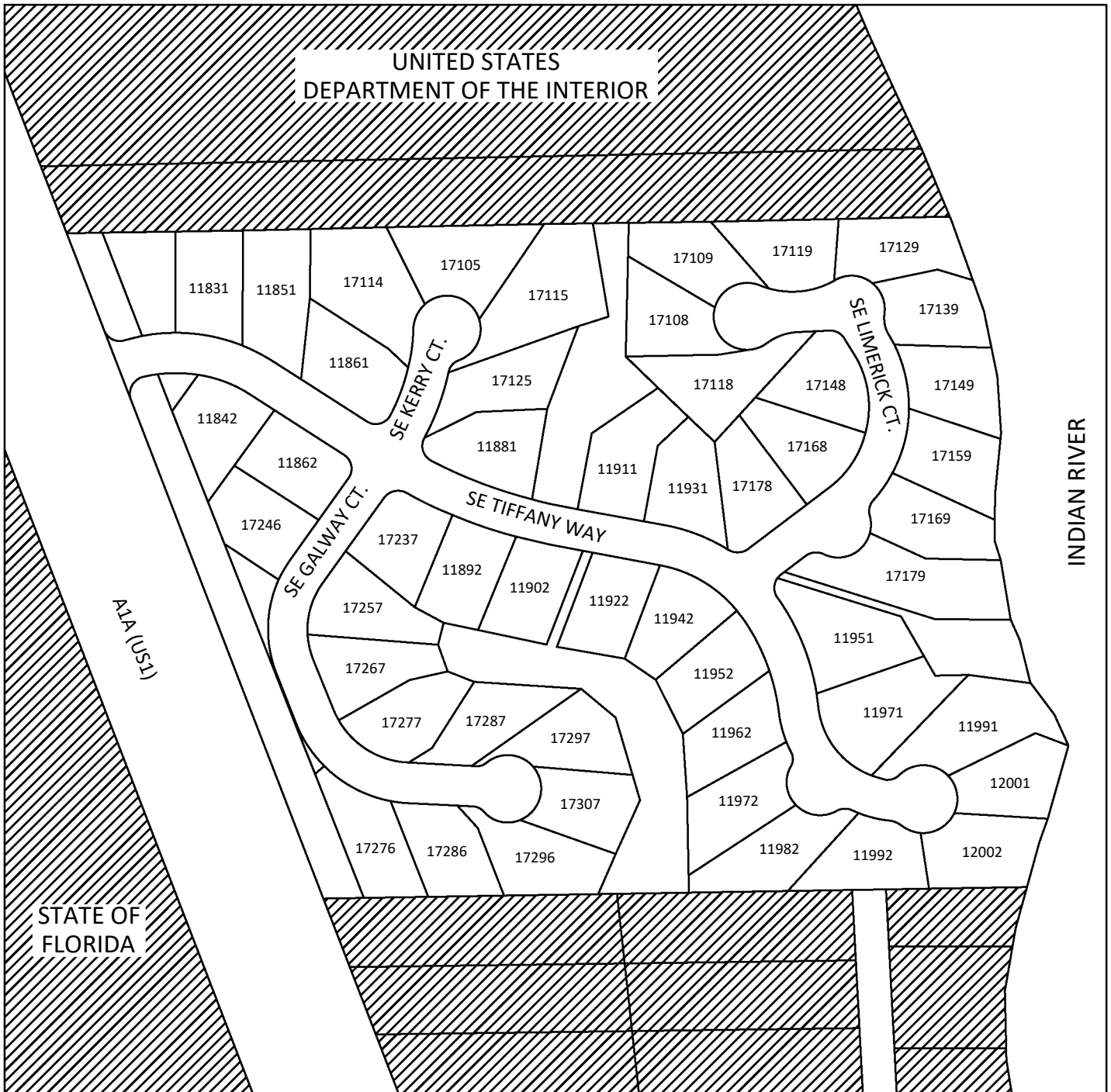
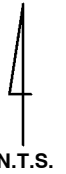
Owners who do not pay the \$7,321.78 assessment on or before May 1, 2024 shall have the \$7,321.78 principal added to the tax roll as a non-ad valorem assessment to accrue interest, beginning October 1, 2024, at eight percent (8%) per annum, to be collected in twenty (20) equal annual installments of \$745.74 commencing with the November 1, 2024 Real Estate Tax Bill.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

By: _____
D. Albrey Arrington, District Clerk, Executive Director

EXHIBIT "B"

ROLLING HILLS NEIGHBORHOOD SEWER SYSTEM ASSESSMENT AREA



LEGEND

NOT IN ASSESSMENT AREA

JUPITER, FLORIDA

Mr. Nhien Tran
11851 SE Tiffany Way
Tequesta FL 33469
re: 11851 SE Tiffany Way
13-40-42-002-000-00010-7

Mr. & Mrs. Roger&Kris Dorr
41 Rockwood Road
Manhasset NY 11030-2510
re: 11861 SE Tiffany Way
13-40-42-002-000-00020-5

Ms. Kathleen Sanford Tr
17114 SE Kerry Ct
Tequesta FL 33469
re: 17114 SE Kerry Ct
13-40-42-002-000-00030-3

Mr. & Mrs. Louis Decerchio
17105 SE Kerry Ct
Tequesta FL 33469
re: 17105 SE Kerry Ct
13-40-42-002-000-00040-1

Mr. Robert Core Tr
17115 SE Kerry Ct
Tequesta FL 33469
re: 17115 SE Kerry Ct
13-40-42-002-000-00050-8

Mr. & Mrs. Paul Broggi
17125 SE Kerry Ct
Tequesta FL 33469
re: 17125 SE Kerry Ct
13-40-42-002-000-00060-6

Mr. & Mrs. Brett & Erica Lowy
11881 SE Tiffany Way
Tequesta FL 33469
re: 11881 SE Tiffany Way
13-40-42-002-000-00070-4

Ms. N Wagner/G DeRouanna
11842 SE Tiffany Way
Tequesta FL 33469
re: 11842 SE Tiffany Way
13-40-42-002-000-00080-2

Ms. Elizabeth Zito
303 Cornwall Dr
Pittsburgh PA 15238
re: 11862 SE Tiffany Way
13-40-42-002-000-00090-0

Pecuniary Trust FBO Elizabeth A Zito
401 Liberty Ave. 22nd Floor
Pittsburgh PA 15222
re: 11862 SE Tiffany Way
13-40-42-002-000-00090-0

Ms. Barbara Gaziano
17246 SE Galway Ct
Tequesta FL 33469
re: 17246 SE Galway Ct
13-40-42-002-000-00100-8

Mr. & Mrs. Richard Ewing
17276 SE Galway Ct
Tequesta FL 33469
re: 17276 SE Galway Ct
13-40-42-002-000-00110-6

Mr. Ernest Scheyder II
17286 SE Galway Ct
Tequesta FL 33469
re: 17286 SE Galway Ct
13-40-42-002-000-00120-4

Mr. & Mrs. Matt Camero
17296 SE Galway Ct
Tequesta FL 33469
re: 17296 SE Galway Ct
13-40-42-002-000-00130-2

Mr. & Mrs. Frank McCann
17307 SE Galway Ct
Tequesta FL 33469
re: 17307 SE Galway Ct
13-40-42-002-000-00140-0

Ms. Sandra Zito
17297 SE Galway Ct
Tequesta FL 33469
re: 17297 SE Galway Ct
13-40-42-002-000-00150-7

Mr. Carl Camper
PO Box 2291
Stuart FL 34995
re: 17287 SE Galway Ct
13-40-42-002-000-00160-5

Ms. Sherry Fredrickson
17277 SE Galway Ct
Tequesta FL 33469
re: 17277 SE Galway Ct
13-40-42-002-000-00170-3

Mr. William Mayfield
17267 SE Galway Ct
Tequesta FL 33469
re: 17267 SE Galway Ct
13-40-42-002-000-00180-1

Ms. Janet Leader
17257 SE Galway Ct
Tequesta FL 33469
re: 17257 SE Galway Ct
13-40-42-002-000-00190-9

Mr. & Mrs. Daniel Hughes
17237 SE Galway Ct
Tequesta FL 33469
re: 17237 SE Galway Ct
13-40-42-002-000-00200-7

Mr. & Ms. Vera F Petersen Trust
11892 SE Tiffany Way
Tequesta FL 33469
re: 11892 SE Tiffany Way
13-40-42-002-000-00210-5

Mr. & Mrs. Eugene/Lisa Harmon/French
11902 SE Tiffany Way
Tequesta FL 33469
re: 11902 SE Tiffany Way
13-40-42-002-000-00220-3

Mr. Brian Jackson
2534 Genesee St
Utica NY 13502
re: 11922 SE Tiffany Way
13-40-42-002-000-00230-1

Ms. Emily Lewis Tr
11942 SE Tiffany Way
Tequesta FL 33469
re: 11942 SE Tiffany Way
13-40-42-002-000-00240-9

Mr. & Mrs. Willaim/Samantha
Mayfield/Sadow
11952 SE Tiffany Way
Tequesta FL 33469
re: 11952 SE Tiffany Way
13-40-42-002-000-00250-6

Mr. & Mrs. David Tamila
11962 SE Tiffany Way
Tequesta FL 33469
re: 11962 SE Tiffany Way
13-40-42-002-000-00260-4

Mr. & Mrs. Robert Baker
11972 SE Tiffany Way
Tequesta FL 33469
re: 11972 SE Tiffany Way
13-40-42-002-000-00270-2

Mr. & Mrs. Steven Klein
11982 SE Tiffany Way
Tequesta FL 33469
re: 11982 SE Tiffany Way
13-40-42-002-000-00280-0

Mr. & Mrs. Matthew&Susan Weis
11992 SE Tiffany Way
Tequesta FL 33469
re: 11992 SE Tiffany Way
13-40-42-002-000-00290-8

Mr. & Mrs. Nathan & Kimberly Ablers
942 Pompano Drive
Jupiter FL 33458
re: 12002 SE Tiffany Way
13-40-42-002-000-00300-6

Mr. & Mrs. Charles Grandi Tr
12001 SE Tiffany Way
Tequesta FL 33469
re: 12001 SE Tiffany Way
13-40-42-002-000-00310-4

Fixcity LLC C/O Diana Plummer
3435 Ocean Park Blvd Unit # 107-424
Santa Monica CA 9045-3301
re: 11991 SE Tiffany Way
13-40-42-002-000-00320-2

Mr. & Mrs. Robert & Karen Wolters
11971 SE Tiffany Way
Tequesta FL 33469
re: 11971 SE Tiffany Way
13-40-42-002-000-00330-0

Mr. & Mrs. Paul Heuwetter
11951 SE Tiffany Way
Tequesta FL 33469
re: 11951 SE Tiffany Way
13-40-42-002-000-00340-8

Mr. Phillip Brondes Jr Tr
10445 RammRoad
Whitehouse OH 43571
re: 17179 SE Limrick Ct
13-40-42-002-000-00350-5

Mr. & Mrs. Richard Fulton
17169 SE Limrick Ct
Tequesta FL 33469
re: 17169 SE Limrick Ct
13-40-42-002-000-00360-3

Ms. Natale Sergi Tr
17159 SE Limrick Ct
Tequesta FL 33469
re: 17159 SE Limrick Ct
13-40-42-002-000-00370-1

Mr. & Mrs. Kevin Schulte
17149 SE Limrick Ct
Tequesta FL 33469
re: 17149 SE Limrick Ct
13-40-42-002-000-00380-9

Ms. Karen Wolters Tr
17139 SE Limrick Ct
Tequesta FL 33469
re: 17139 SE Limrick Ct
13-40-42-002-000-00390-7

Mr. Craig Vollhaber Tr
17129 SE Limrick Ct
Tequesta FL 33469
re: 17129 SE Limrick Ct
13-40-42-002-000-00400-5

Mr. & Mrs. Donald & Wenda Walter
218 Malletts Bay Ave #803
Colchester VT 05446-5033
re: 17119 SE Limrick Ct
13-40-42-002-000-00410-3

Mr. & Mrs. Frank Bongrazio III
17109 SE Limrick Ct
Tequesta FL 33469
re: 17109 SE Limrick Ct
13-40-42-002-000-00420-1

Ms. Wendy Hickey
17108 SE Limrick Ct
Tequesta FL 33469
re: 17108 SE Limrick Ct
13-40-42-002-000-00430-9

Mr. & Mrs. Joe & Pamela Bigham Tr
17118 SE Limrick Ct
Tequesta FL 33469
re: 17118 SE Limrick Ct
13-40-42-002-000-00440-7

Mr. & Mrs. Dennis & Alexis Sargisoff
17148 SE Limrick Ct
Tequesta FL 33469
re: 17148 SE Limrick Ct
13-40-42-002-000-00450-4

Mr. & Ms. Chris & Michelle Kilian
17168 SE Limrick Ct
Tequesta FL 33469
re: 17168 SE Limrick Ct
13-40-42-002-000-00460-2

Mr. & Mrs. Thomas Ringkamp
17178 SE Limrick Ct
Tequesta FL 33469
re: 17178 SE Limrick Ct
13-40-42-002-000-00470-0

Ms. Alfred&Joann Ludwig Tr
11931 SE Tiffany Way
Tequesta FL 33469
re: 11931 SE Tiffany Way
13-40-42-002-000-00480-8

Mr. & Mrs. Jeremy Rury
11911 SE Tiffany Way
Tequesta FL 33469
re: 11911 SE Tiffany Way
13-40-42-002-000-00490-6

Mr. & Mrs. Peter Vasilopoulos
11831 SE Tiffany Way
Tequesta FL 33469
re: 11831 SE Tiffany Way
13-40-42-002-100-00060-4



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: September 15, 2023
SUBJECT: ITB # 19-008LPSSGENCONSTR - Low Pressure Sewer System General Construction Services: Contract Renewal

As we work to complete neighborhood sewerage we frequently have small and mid-sized projects requiring construction of low pressure infrastructure to serve remnant areas. To address these areas in a timely and efficient manner we use a general construction services contract.

In September, 2019, the District awarded contract ITB # 19-008LPSSGENCONSTR to Lazarus Group, Inc. for general construction services. The contract term was for 2 years with the option for 3 additional 12-month extensions. In accordance with the original contract, the contractor has requested an extension of the contract with consideration of a CPI-U adjustment to prices as presented in the attached Bid Tab.

The Lazarus Group, Inc. has satisfactorily performed numerous jobs under this contract and staff are satisfied with the coordination and performance of the contractor. As such, it is recommended that the District renew contract ITB # 19-008LPSSGENCONSTR with Lazarus Group, Inc. for the third 12-month extension.

The following motion is offered for the Governing Board's consideration:

“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute an extension of contract ITB#19-008LPSSGENCONSTR with The Lazarus Group, Inc. to September 30, 2024 in an amount not to exceed \$100,000 inclusive of adjustment to unit prices in accordance with a CPI-U increase of 3.0 %”

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

THE LAZARUS GROUP, INC
1239 SW 34TH STREET
PALM CITY, FL 34990
OFFICE: 772-288-2326 FAX: 772-781-7883
LIC#'S:U17170/CFC1427887
CUC1224718
EMAIL: lazarusgroup2000@yahoo.com

September 12, 2023

To Whom It May Concern:

The Lazarus Group, Inc. would like to renew the contract for The Low Pressure Sewer System General Construction Services ITB #19-008 for the year of 2024.

Thank you,

A handwritten signature in blue ink, appearing to read 'Jay R. Hoffer', written in a cursive style.

Jay R. Hoffer

Low Pressure Sewer System General Construction Services - ITB #19-008LPSSGENCONDTR

2019 2021 2023 **2024**

UNIT PRICE BID TAB

Lazarus Group

NO.	ITEM	QUANTITY	UNIT	PRICE/UNIT	Adj. 5.4%	Adj. 9.1%	Adj. 3.0%
1	Directional Drill up to 3" LP Force Main						
	First 10 LF	1	LS	\$700.00	\$737.80	\$804.94	\$829.09
	Each Additional Foot	75	LF	\$14.00	\$14.76	\$16.10	\$16.58
2	Direct Bury up to 3" LP Force Main Less Than or Equal to 48" Depth						
	First 10 LF	1	LS	\$120.00	\$126.48	\$137.99	\$142.13
	Each Additional Foot	750	LF	\$10.50	\$11.07	\$12.07	\$12.44
3	Direct Bury up to 3" LP Force Main Greater Than 48" Depth						\$0.00
	First 10 LF	1	LS	\$120.00	\$126.48	\$137.99	\$142.13
	Each Additional Foot	10	LF	\$12.00	\$12.65	\$13.80	\$14.21
4	Pneumatic Mole up to 3" LP Force Main						
	First 10 LF	1	LS	\$140.00	\$147.56	\$160.99	\$165.82
	Each Additional Foot	10	LF	\$14.00	\$14.76	\$16.10	\$16.58
5	Core Existing Shallow Manhole and Install up to 3" LP Force Main	1	EA	\$320.00	\$337.28	\$367.97	\$379.01
6	Core Existing Deep Manhole and Install up to 3" LP Force Main	1,121	LF	\$420.00	\$442.68	\$482.96	\$497.45
7	Connect up to 2-1/2" LP Force Main to existing 4" - 12" Force Main Less Than or Equal to 48" Depth						
	4"	1	EA	\$450.00	\$474.30	\$517.46	\$532.99
	6"	1	EA	\$450.00	\$474.30	\$517.46	\$532.99
	8"	1	EA	\$450.00	\$474.30	\$517.46	\$532.99
	10"	1	EA	\$450.00	\$474.30	\$517.46	\$532.99
	12"	1	EA	\$450.00	\$474.30	\$517.46	\$532.99
8	Additional Added to Item 7 for Greater Than 48" Depth	1	EA	\$100.00	\$105.40	\$114.99	\$118.44
9	Additional Added to Item 7 for Connection of 3" LP Force Mains	1	EA	\$100.00	\$105.40	\$114.99	\$118.44
10	Standard Singe Service						
	Short	1	EA	\$1,037.00	\$1,093.00	\$1,192.46	\$1,228.23
	Long	1	EA	\$1,274.00	\$1,342.80	\$1,464.99	\$1,508.94
11	2" Single Service						\$0.00
	Short	1	EA	\$1,237.00	\$1,303.80	\$1,422.44	\$1,465.12
	Long	1	EA	\$1,474.00	\$1,553.60	\$1,694.97	\$1,745.82
12	Double Service						
	Short	1	EA	\$1,354.00	\$1,427.12	\$1,556.98	\$1,603.69
	Long	1	EA	\$1,487.00	\$1,567.30	\$1,709.92	\$1,761.22
13	Connect New Service to an Existing LP Force Main	1	EA	\$377.00	\$397.36	\$433.52	\$446.52
14	Terminal End Flushing Port	1	EA	\$870.00	\$916.98	\$1,000.43	\$1,030.44
15	In-line Flushing Port	1	EA	\$1,500.00	\$1,581.00	\$1,724.87	\$1,776.62
16	Air/Vacuum Valve	1	EA	\$2,000.00	\$2,108.00	\$2,299.83	\$2,368.82
17	Isolation Valve	1	EA	\$800.00	\$843.20	\$919.93	\$947.53
18	Sod/Seed and Mulch						
	Bahia Sod	100	SY	\$0.20	\$0.21	\$0.23	\$0.24
	St. Augustine Sod	100	SY	\$0.20	\$0.21	\$0.23	\$0.24
	FDOT Seed and Mulch	100	SY	\$0.20	\$0.21	\$0.23	\$0.24
19	Open Cut Road Repair	15	SY	\$125.00	\$131.75	\$143.74	\$148.05
20	Mill and Overlay						
	Less than 50SY per Mobilization	49	SY	\$80.00	\$84.32	\$91.99	\$94.75
	50 or more per Mobilization	50	SY	\$55.00	\$57.97	\$63.25	\$65.14
21	Concrete Driveway Restoration	5	SY	\$48.00	\$50.59	\$55.20	\$56.85
22	Asphalt Sidewalk Restoration	5	SY	\$38.00	\$40.05	\$43.70	\$45.01
23	Concrete Driveway Restoration	10	SY	\$49.00	\$51.65	\$56.35	\$58.04
24	Dewatering w/Wellpoints						
	First Day	1	EA	\$600.00	\$632.40	\$689.95	\$710.65
	Each Additional Day	1	EA	\$70.00	\$73.78	\$80.49	\$82.91
25	4" SCH40 Casing by Direct Bury	20	LF	\$16.00	\$16.86	\$18.40	\$18.95
26	4" SCH40 Casing by Pneumatic Mole	20	LF	\$30.00	\$31.62	\$34.50	\$35.53



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
Courtney Jones, P.E., Director of Engineering
DATE: September 21, 2023
SUBJECT: Easement Encroachment Requests Policy
Manual of Minimum Construction Standards and Technical Specifications –
September 2023 Update

Staff continues to work towards improving governance of the District. In addition to reviewing and updating existing policies, staff are working to identify and draft 'missing' policies. One such 'missing' policy is an Easement Encroachment Requests Policy. This policy has been developed to ensure and document a consistent process for review of customer requests of this nature and defines approval/denial authority for these requests. On the following pages you will find a draft Easement Encroachment Requests Policy and accompanying Manual of Minimum Construction Standards and Technical Specifications updates for your consideration. This policy continues our systematic effort to identify and define policies as "a principle of action adopted by the LRD Governing Board." Mr. Shenkman has reviewed the policy and found it to be legally sufficient.

Manual of Minimum Construction Standards and Technical Specifications updates are as summarized below to complement Policy. Detailed updates can be reviewed in the Manual of Minimum Construction Standards and Technical Specifications, Section 10 as attached.

1. Added Section 10.06 – Easement Encroachment Requests
2. Section 200 – Updated for current revision
3. Forms and Agreements – Added Indemnity Form

If you find the policy acceptable, Staff off the following motion for your consideration:

"THAT THE DISTRICT GOVERNING BOARD ratify and approve the Loxahatchee River Environmental Control District's "Manual of Minimum Construction Standards and Technical Specifications", as of September 21, 2023, and authorize the Director of Engineering and Executive Director to update the Construction Standards and Technical Specifications from time to time, and periodically present it to the Governing Board for ratification and approval."

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

**LOXAHATCHEE RIVER
ENVIRONMENTAL CONTROL DISTRICT**



**MANUAL OF MINIMUM CONSTRUCTION
STANDARDS AND TECHNICAL SPECIFICATIONS
FOR
LOXAHATCHEE RIVER DISTRICT**

D. Albrey Arrington, Ph.D.
Executive Director

Kris Dean, P.E.
Deputy Executive Director

Courtney Jones, P.E.
Director of Engineering

Revision: ~~August~~ September 2023

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
10	Administrative and General	10-1 to 10- 109
20	Design Criteria	20-1 to 20-7
30	Miscellaneous Requirements	30-1 to 30-4
100	Excavation, Pipe Embedment, Fill and Grading	100-1 to 100-5
107	Horizontal Directional Drill	107-1 to 107-2
110	Pipe, Fittings and Accessories	110-1 to 110-6
120	Cast in Place Concrete	120-1 to 120-5
121	Precast Manholes and Structures	121-1 to 121-4
122	Grease Interceptors and Traps	122-1 to 122-4
130	Valves and Appurtenances	130-1 to 130-4
140	Pipeline Integrity Tests	140-1 to 140-4
150	Submersible Lift Stations	150-1 to 150-9
151	Low Pressure Sewer Systems	151-1 to 151-7
160	Variable Speed/PLC Control Panels	160-1 to 160-8
170	Emergency Standby Diesel Generator Set	170-1 to 170-5
180	Instrumentation	180-1 to 180-2
181	Programmable Logic Controllers	181-1 to 181-5
190	Remote Terminal Unit (RTU) – Lift Station	190-1 to 190-4
200	Adoption of Standards	200-1

DETAILS:

Low Pressure Force Main Details	LP-1 to LP-35
Standard Details	SD-1 to SD-30
Lift Station Details	SD-31 to SD-39

FORMS & AGREEMENTS:

Application for Service – New Construction - Residential
Application for Service – New Construction - Commercial
Application for Service – Existing Building

FORMS & AGREEMENTS (CONT'D):

Grease Interceptor Questionnaire

Application to Abandon/Terminate Easement

Sewer Easement Deed

Termination / Abandonment of Easement

Bill of Sale

[Indemnity Agreement](#)

SECTION 10

ADMINISTRATIVE AND GENERAL

10.01 General

The purpose of this manual is to provide the minimum construction standards for design and construction work associated with wastewater systems within the District and is intended to supplement the requirements of other regulatory agencies. The design engineer is to use good engineering judgment in the design of wastewater systems. The design engineer and the contractor are responsible for providing sound, workable, and long lasting systems.

The intent of this section is to provide members of the development community with a brief introduction to the Loxahatchee River Environmental Control District, also referred to as “District”, its function, and procedures.

The Loxahatchee River Environmental Control District is an agency of government which was created in 1971 for the purpose of providing utility and other environmental services within the 72 square mile basin of the Loxahatchee River. Currently, the District owns, operates, and regulates the regional wastewater system serving Tequesta, Jupiter, Juno Beach, Juno, and the unincorporated areas of northern Palm Beach and southern Martin Counties.

The District offices are located at 2500 Jupiter Park Drive, Jupiter, Florida. The offices are open between 8:00 A.M. and 5:00 P.M. weekdays. The telephone number during working hours is (561) 747-5700. For emergency situations outside of normal office hours, the telephone number is (561) 747-5708. The District website can be found at <http://www.loxahatcheeriver.org>.

With specific regard to new development, the District’s legislated policy is to provide the required utility services to the area now and as it continues to grow. It is, therefore, the agency’s intent to work closely with new development to assure that the utility services can be provided in a manner which is both timely and consistent with the standards and specifications set forth in this manual.

Please note that the District’s “Manual of Minimum Construction Standards and Technical Specifications” may change from time to time. All projects will be subject to the current District, local, state and federal rules and regulations at the time of submittal of final engineering drawings for approval.

10.02 Procedures Prior to Construction

10.02.1 Introductory Meeting

It is highly recommended that the project representative (s) (owner, engineers) meet with the District’s Deputy Executive Director early in the planning stages of the development. At such time a determination of sewer and reuse water availability will be made, and financial impacts will be reviewed.

10.02.2 Developer Agreement

The submittal of a properly executed agreement, along with payment for certain charges, is required before the District will review the engineering plans. Copies of the District's Standard Developer Agreement and District Rule Chapter 31-10, which addresses the charges, are available online at the District's website: <https://loxahatcheeriver.org/> or at the District offices.

10.02.3 District Installed Facilities

During the introductory meeting the developer may wish to discuss the availability of District installed regional and sub regional facilities to serve the proposed project, although, this program is limited to larger developments.

The District currently maintains a program where sub regional lift stations may be constructed by and paid for by the District. A sub regional facility must be designated and approved by the District Governing Board. Staff will take no action for recommending designation of a facility for installation until a developer agreement is executed and all fees are paid.

Staff reviews and assesses the project based upon economic feasibility, consistency with the District Master Plan and its current and future demand. To promote stable and effective communication between the District and the Developer, we will require the Developer to coordinate all communication through the Engineer of Record.

In designating a sub-regional facility, the following items are the responsibility of the owner/developer:

Provide the District with any project information necessary for the design of lift station(s) and force mains(s).

Provide, at developer's expense, all necessary electrical service to the lift station site in conjunction with construction activities.

Provide suitable access to lift station and force main sites for District and contractor's vehicles and equipment. Paved asphaltic concrete or reinforced concrete access drives will be provided (Min.16' wide) prior to acceptance.

Provide appropriately sized sanitary sewer gravity lines that are necessary to serve adjoining properties in conjunction with lift station construction. Sewer lines to adjoining properties must be activated concurrent with lift station, or upon demand from the District.

The last collection manhole, just upstream of the lift station, should be placed in a manner to minimize road, lane or sidewalk closures should by-pass operations be needed at the lift station. The District may require this last collection manhole to be placed inside the lift station easement.

Provide all clearing, grubbing and rough grading of the lift station and force main sites prior to construction.

Provide survey requirements and staking of the lift station and force main upon request from the District. Staking shall include provision of one stake at center of the proposed wet well, with 50' offsets and bench mark. Force main shall be staked at center line with 10' offsets every 100 feet, with a set bench mark. All survey work shall be performed by a professional surveyor licensed in the State of Florida.

Developer shall convey a deed to the lift station property prior to construction, and all required easements as follows:

Permanent Easements:

- a. Lift Station - 40' x 40'
- b. Force Mains - 10' wide minimum
- c. Gravity Mains - 15' wide minimum for sewers

Temporary Construction Easements:

- a. Lift Station - 100' x 100'
- b. Force Mains - 30' wide minimum
- c. Gravity Mains - 50' wide minimum

Variations on easements shall be considered on a case by case basis where full functionality to service existing and all future anticipated needs, access, maintenance and bypass operations can be accommodated with alternate configurations acceptable to the District and approved by Engineering Services.

Developer is required to maintain separation requirements as detailed in Section 20.07 and Standard Detail SD-29. Developer's contractor will be responsible to make gravity line connections from the system collection manhole to the lift station after the construction of the wet well has been completed.

District staff will work in conjunction with the developer's project engineer to plan for the service area. Station design will be performed by the District. Construction will be contracted for by the District and inspected by District personnel.

10.02.4 Developer Installed Facilities - Plan Review and Approval

An initial electronic plan submittal (PDF) is recommended. Submittal should contain; one (1) complete set of plans including sewer, reuse, water and drainage systems, and paving and grading details. Upon review, the design engineer will be notified of acceptance or comments which need to be addressed. District staff will work with the Developer's Engineer of Record to address the final design of Developer installed facilities.

Final submittal for approval will require additional plan sets, to include one (1) electronic (PDF), electronic AutoCAD plan files, two (2) hardcopies full-size (24x36) sets for District files, two (2) hard copies of executed Florida Department of Environmental Protection and/or Palm Beach County Health Department permit applications for District files, plus any additional sets required by the engineer or owner.

District approval of utility plans and specifications, as well as sign off on the Florida Department of Environmental Protection/Health Department application, is required.

Plan review will be for technical sufficiency of design for incorporation into the District's system. This review, as well as plan approval by the District, does not relieve the design engineer of his liabilities or responsibility for a properly detailed design. District Engineering staff will be available to work with the design engineer to assure the plans meet the requirements set forth in this manual.

All plan submittals must be signed and sealed by a Professional Engineer, registered in the State of Florida. Plans which are marked "Preliminary" or "Draft" will not be approved.

Supplemental data to be furnished with the final plans submitted for approval includes the following:

1. Project Summary
 - a. Number of residential units being served or non-residential uses.
 - b. Number of Manholes
 - c. L.F. of Gravity Main (for each pipe size)
 - d. L.F. of Force Main (for each pipe size)
 - e. Number of Lift Stations and depth of each
2. Basis of determination of design capacity and design flow.
3. Calculations and plot of system head curves.
4. Calculations of pump cycle times.
5. Wet well floatation calculations.
6. Landscaping plan that includes the proposed sewer facilities on the plan to determine if the necessary setbacks are provided.
7. Preliminary phasing plan (for entirety of project) that includes a table indicating number and type of lots (i.e., multifamily, single family, etc.) and the year those lots require DOH certifications.

10.03 Developer Installed Facilities - Procedures During Construction

10.03.1 Periodic Inspection

Throughout construction, the developer will look to his consulting engineering firm for progress by periodic inspections. District Engineering staff will periodically check the site during construction for progress. If problems are encountered during construction, it will be the developer's responsibility through his engineers, to resolve them to the District's satisfaction. Any revision of substance to the approved plans shall be submitted to the District for approval prior to incorporation into the work.

10.03.2 Pre-Final Inspection Submittals

1. Approximately 60 days prior to construction completion, the Developer's Engineer of Record shall provide the Deputy Executive Director the following for review and approval:
 - a. A signed and sealed cost of construction of the sewer improvements. This information will be used to establish the value of the maintenance bond.
 - b. A final Phasing Plan. The Phasing Plan should encompass the project in its entirety and is solely at the discretion of the District as to timing and extent of phases.
2. Upon receipt of the above information the Deputy Executive Director will prepare a letter to the Owner, with copy to the engineer, with the Bill of Sale and easement forms prepared for execution, along with a listing of administrative items to be provided prior to District inspection of facilities for acceptance.

10.04 Developer Installed Facilities - Procedures Following Construction

10.04.1 Project Completion

A project is not considered complete and prepared for District final inspection until such time as:

1. All sewer system construction is completed in accordance with plans and specifications and inspected and certified by the engineer.
2. Where sewers are constructed in paved areas, at least the 1st lift of asphalt has been provided.
3. Areas over lines and laterals, which are not proposed to be paved, shall be brought to finish compacted grade.

10.04.2 Project Completion Submittals

Upon Completion of Construction, but before District final inspection, submit the following items in forms acceptable to the District:

1. Bill of Sale
2. Grant of Easement: The Developer shall convey all required easements as follows:

Permanent Easements:

- a. Lift Station - 40' x 40'
- b. Force Mains - 10' wide minimum
- c. Gravity Mains - 15' wide minimum for sewers

Temporary Construction Easements:

- a. Lift Station - 100' x 100'
- b. Force Mains - 30' wide minimum
- c. Gravity Mains - 50' wide minimum

Variations on easements shall be considered on a case by case basis where full functionality to service existing and all future anticipated needs, access, maintenance and bypass operations can be accommodated with alternate configurations acceptable to the District and approved by Engineering Services.

3. Maintenance Bond: From a surety company and executed by an attorney-in-fact for the surety company with a certified copy of his Power-Of Attorney attached to the Bond; or a
4. Letter of Credit: From a financial institution and in a form acceptable to the District.
5. Record Drawings: Submit one (1) blackline copy of the record drawings, signed and sealed by a Florida licensed Professional Surveyor & Mapper. Record drawings must comply with District Standard Detail SD-29 "Record Drawing Submittal Guide".
6. Department of Environmental Protection Certificate of Completion Executed by Owner and Certifying Engineer.
7. Letter of Certification from the Engineer of Record
8. Performance Test Results: infiltration/exfiltration, pressure, leakage and pump start-up test records. All documents must be signed and sealed by the Engineer of Record.
9. Copy of Site Plan and Recorded Plat indicating all building numbers and street names.
10. Payment for all buildings connected to the system.

10.04.3 Final Inspection

After the Owner and Project Engineer have provided the documents as outlined in Section 10.04.2, and all punch list items have been remedied, the District engineering staff will conduct a final inspection and recommend acceptance or denial. If acceptance is denied, a letter will be sent to the Project Engineer advising of the denial and reasons for such. Subsequently, the project engineer should address the comments and request scheduling a final reinspection. It should be noted that after the final inspection, any comments to the initial Record Drawing submittal shall be provided to the Engineer of Record for any remedies.

10.04.4 Final Record Drawings

After District Engineering staff has completed the final inspection and all work is to the satisfaction of the District Engineer, the final Record Drawings shall be submitted to the District, as follows:

1. Two (2) final black line record drawings, signed and sealed by a Florida licensed Professional Surveyor & Mapper. This record drawing shall meet the technical standards for "Record Survey" set forth by the Florida Board of Professional surveyors and mappers, pursuant to Chapter 472 of the Florida Statutes and Chapter 61G17-6, Florida Administrative Code.
2. One electronic submittal with the record drawing in AutoCAD 2020 or later format and PDF format. Only one (1) AutoCAD file shall be accepted containing the entire record drawing (additional files used for x-referencing are acceptable) and one Adobe Acrobat file with the entire record drawing as seen on the paper copy. The District will no longer accept separate AutoCAD and/or Adobe Acrobat files for separate record drawing pages. The AutoCAD files must be established in state plane coordinate system, NAD 83, Florida East Zone. The vertical datum referenced shall be NGVD 29.

10.04.5 One Year Maintenance Bond and Inspection

Prior to acceptance by the District, a maintenance bond, which will remain in effect for one year from the date of District acceptance of the system, must be provided to the District. Shortly before the expiration of the one-year maintenance bond, the District will reinspect the system in a manner similar to the final inspection (i.e., broken pipes, deflection, infiltration, etc.) The District will advise the developer of any defects found, unless of an emergency nature, during this inspection and will require correction to be made prior to expiration of the maintenance bond.

Should adequate progress, in the opinion of the District, not be made in correcting the deficiencies, the District will look to the bonding company to pay for corrective action taken by the District.

A Letter of Credit drawn upon a financial institution licensed in the State of Florida, and in a form acceptable to the District may be provided in lieu of a maintenance bond.

10.04.6 District Acceptance

Upon satisfactory finding of the final inspection, the Department of Environmental Protection/Health Department Certification of Completion will be executed by the Executive Director, thereby, accepting the system for operation and maintenance.

10.04.7 Operation and Maintenance

With the exception of service laterals which lie beyond right-of-way or easement lines, or in common areas of ownership, the wastewater system serving the development will be operated and maintained by the District's personnel, who are well trained and responsive to the needs of the community.

10.04.8 Utility Billing

The District's accounting department will continue to work with the Developer in the collection of connection charges as new buildings are tied into the system, and in the billing of quarterly service charges.

10.05 Termination/Abandonment of Easements

The District will consider requests for termination and abandonment of exclusive and non-exclusive easements from underlying property owners.

Requests for termination and abandonment of exclusive and non-exclusive easements are at the sole discretion of the District and require an application, payment of fees, are subject to Engineering Services Department review and require District Governing Board approval.

Termination or abandonment of exclusive and non-exclusive easements shall be compliant with District's Manual of Minimum Construction Standards and Technical Specifications, be compliant with Federal, State and Local codes and regulations, include a risk/benefit analysis, provide for reasonably identified future uses, resolve any existing conflicts, address any restraints and/or limitations at the site and reimburse the District for any cost paid by the District for the easement, or portion thereof, adjusted for current value using the historical Consumer Price Index for Urban Customers (CPI-U).

10.06 Easement Encroachment Requests

The District will consider requests from underlying property owners &/or their lessees who desire to install non-permanent / removable structures / improvements on their property within the District's easement (an "Installation").

The Installation of Non-permanent / removable structures / improvements include but are not limited to fencing, signage, retaining walls, mailboxes, etc. Structures / improvements must be able to be removed by District staff using District equipment.

Requests for easement encroachments are at the sole discretion of the District. Applicants requesting Installations of ~~to install~~ non-permanent / removable structures/improvements within a District easement shall provide the following information to Engineering Services:

- Installation Plans - Plans which clearly and legibly identifies the location of the easement in relation to the nearest public right-of-way and shows requested Installationstructure/improvement in relation to the District's easement. Plans should include applicable details related to the Installationstructure/improvement.
- Evidence of title - the application shall state the source of applicant's ownership of interest in and to the easement, and a reference to the recording information for that document.
- Evidence of charges paid - the application shall state that all District charges have been paid. The applicant shall provide an estoppel certificate from the District confirming same.
- Indemnity Agreement – Indemnity Agreement signed by the applicant, joined by the Property Owner if a lessee is the applicant.

Engineering Services review shall include:

- Compliance with the District's Manual of Minimum Construction Standards and Technical Specifications

Engineering Services review shall be provided to the Executive Director. The District Governing Board delegates authority to the Executive Director to approve ~~for~~ deny these requests. Engineering Services shall retain records in perpetuity for these requests.

10.0610.07 Definitions and Abbreviations

The term “Owner” or “District” shall mean the Loxahatchee River Environmental Control District.

The term “Director” shall mean the Executive Director of the Loxahatchee River Environmental Control District.

The term “Deputy Executive Director” shall mean the Deputy Executive Director of the Loxahatchee River Environmental Control District.

The term “Engineer” or “Design Engineer” shall be the engineer registered in the State of Florida that signs and seals the plans of a developer or other person or entity.

The term “District Engineer” shall be the engineer designated by the District, whether acting directly or as an authorized agent of the District, acting within the scope of duties entrusted to them.

The abbreviation listed below shall have the meaning set forth opposite each:

AASHTO	American Association of State Highway Transportation Officials
ACI	American Concrete Institute
ANSI	American National Standards Institute
ASCE	American Society of Civil Engineers
ASTM	American Society for Testing and Material
AWWA	American Water Works Association
NEC	National Electric Code
NEMA	National Electric Manufacturers Association
AWG	American or Brown and Sharpe Wire Gage
NPT	National Pipe Thread
WOG	Water, Oil, Gas

END OF SECTION 10

SECTION 200

ADOPTION OF STANDARDS

The Loxahatchee River Environmental Control District Manual of Minimum Construction Standards and Technical Specifications were initially adopted and promulgated by the Governing Board in April, 1983.

The current edition was ratified by the Loxahatchee River Environmental Control District’s Governing Board, on ~~June 15~~August 17, 2023, with a vote as follows:

“THAT THE DISTRICT GOVERNING BOARD ratify the Loxahatchee River Environmental Control District’s “Manual of Minimum Construction Standards and Technical Specifications”, as of ~~August 17~~September 21, 2023, and authorize the Director of Engineering and Executive Director to update the Construction Standards and Technical Specifications from time to time, and periodically present it to the Governing Board for ratification.”

<u>Board Member</u>	<u>Vote</u>
Dr. Rostock, Chairman	<u>“Aye”</u> _____
Mr. Rockoff, Vice-Chairman	<u>“Aye”</u> _____
Mr. Boggie, Treasurer	<u>“Aye”</u> _____
Mr. Yerkes, Secretary	<u>“Aye”</u> _____
Mr. Baker, Assistant Secretary / Treasurer	<u>“Aye”</u> _____

D. Albrey Arrington, Ph.D.
Executive Director
Loxahatchee River Environmental Control District

END OF SECTION 200

LRECD -
Prepared By & Return To:
Kris Dean, P.E., Deputy Executive Director/Director of Engineering
Loxahatchee River District
2500 Jupiter Park Drive
Jupiter, FL 33458
(561) 747-5700

INDEMNITY AGREEMENT EASEMENT ENCROACHMENT

Agreement made _____, 20__, between the Loxahatchee River Environmental Control District, a special district of the State of Florida, herein referred to as “District”, and _____, at the address of _____, its successors, and assigns, herein referred to as “Indemnitor”, and _____, at the address of _____, its successors and assigns, referred to as “Property Owner”.

For and in consideration of the promises, stipulations, agreements and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged

1. Easement. District is the “Grantee” utilizing the [Sewer Easement/Utility Easement/Easement] created by the _____ dated _____, recorded _____, in _____ Official Record Book _____, Page _____, of the Public Records of [Palm Beach County, FL/Martin County, FL] herein referred to as the “**Easement**”, which is upon the property owned by Property Owner.

2. Installation Plan. Indemnitor has requested the District and Property Owner permit Indemnitor to install _____ and related equipment (collectively the “**Installation**”) in a portion of the Easement according to the specifications set forth in the “**Installation Plan**” attached hereto as Exhibit A. The District and Property Owner hereby grants Indemnitor a revocable license to install the Installation in accordance with the Installation Plan, subject to the Indemnitor having received all required governmental approvals for the Installation Plan. The District’s and Property Owner’s approval of the Installation Plan is only as to its proposed location and is not in any manner intended to be in lieu of the governmental approvals required for approval, construction, maintenance and repair.

3. Indemnification. Indemnitor hereby covenants and agrees to indemnify, defend and hold harmless the District and Property Owner from any and all liability, loss or damage the District may suffer as a result of claims, demands, costs, reasonable attorneys’ fees incurred, or judgments against it arising in connection with said Installation, Installation Plan, and Indemnitor’s operation thereof. The District and Property Owner assumes no liability to indemnitor for any loss, safety, damage or protection of the Installation, except as otherwise set forth below or in the lease between Indemnitor and the Property Owner. The District may need to remove the Installation and alter the Installation to do maintenance or repair, or the Installation may be damaged from a failure in the District’s system, or during maintenance or repair of the District’s system. The District has no responsibility or duty to maintain, repair, replace or restore the Installation in the event of damage &/or removal, except to the extent due to the gross negligence or willful misconduct of The District, its employees, agents or contractors.

4. Revocable License. The District and Property Owner reserves the right to revoke and rescind permission to use the portion of the Easement for the Installation upon written notice to Indemnitor. Upon revocation, Indemnitor shall remove the Installation and all equipment installed therewith and restore the Installation area to the condition existing prior to the Installation, within 30 days of written notice.

5. Covenant. This Agreement shall be a covenant with the land, binding upon the Indemnitor, Property Owner, and their successors and assigns.

6. Counterparts. This Agreement may be executed in one or more counterparts as may be convenient or required, and an executed copy of this Agreement delivered electronically by facsimile or e-mail shall have the effect of an original, executed instrument. All counterparts of this Agreement shall collectively constitute a single instrument; but, in making proof of this Agreement it shall not be necessary to produce or account for more than one such counterpart executed by each Party hereto.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first above written.

(Signature Pages attached)

Indemnitor:

By: _____
Indemnitor

As to Indemnitor: [indemnitor legal name]

STATE OF _____
COUNTY OF _____

I hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared _____
_____ known to me to be the person(s) described in and who executed the same, that I relied upon the following form(s) of identification of the above named person(s) _____
_____. Witness my hand and official seal in the County and State last aforesaid this __ day of _____, 20____.

[NOTARY SEAL]

Notary Signature

Printed Notary Signature

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Property Owner:

By: _____
Property Owner

As to Property Owner: [Property Owner legal name]

STATE OF _____
COUNTY OF _____

I hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared _____ known to me to be the person(s) described in and who executed the same, that I relied upon the following form(s) of identification of the above named person(s)_____. Witness my hand and official seal in the County and State last aforesaid this __day of _____, 2023.

[NOTARY SEAL]

Notary Signature

Printed Notary Signature

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

By: _____
District

As To District: LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

STATE OF FLORIDA
COUNTY OF PALM BEACH

I hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared D. Albrey Arrington, Ph.D., Executive Director known to me to be the person described in and who executed the same, that I relied upon the following form(s) of identification of the above named person _____ . Witness my hand and official seal in the County and State last aforesaid this ____ day of _____, 20____.

[NOTARY SEAL]

Notary Signature

Printed Notary Signature

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXHIBIT A- INSTALLATION PLAN



Item5E

Manual of Minimum Construction Standards and Technical Specifications
- to approve revision

Please see Item 5D





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: Bud Howard, Director of Information Services
Joe Chung, IT Manager
Date: September 13, 2023
Subject: Additional Professional Installation and Configuration Consulting Services and Software in support of the Replacement of Computer Network Equipment Project.

This is a request for the Governing Board's approval of additional expenditures for the project to replacement computer network equipment, originally approved by the Board at the December 2022 meeting that totalled \$308,278. Through the ongoing network equipment replacement project, our consultant has helped us identify several opportunities for enhancements that require additional consultant time for the design, installation, and configuration, as well as an additional software product. The proposed increase totals \$41,498.80, with \$25,920.00 of that in consulting services and \$15,578.80 in software with 3 years of support.

All day, every day the District depends on reliable and secure computer networks throughout the organization. Our network equipment reached the end of its useful life, and we continue work on the network replacement project following significant delays with hardware delivery. As we work through the project, our highly capable consultant has identified a series of additional configuration and security improvements that require additional time to fully implement. In addition, the new network now relies on a total of 6 firewall devices and our consultant has recommended the purchase of a software product to improve the efficiency of collectively managing all these devices.

These additional purchases, also through the Cisco State of Florida Contract under National Association of Procurement Officials (NASPO), brings the total project cost to \$349,777, or \$34,777 (11%) over the FY23 budgeted amount of \$315,000. This additional work brings a host of significant benefits to our network and cyber security systems and is scheduled to be completed by September 30, 2023.

Therefore, staff recommends the following motion:

“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to approve a not-to-exceed purchase order in the amount of \$41,498.80 to PC Solutions & Integration, Inc. for additional professional installation and configuration consulting services, and software, in accordance with the attached quotations dated August 25, 2023 and September 12, 2023.

Dr. Matt H. Rostock

Kevin L. Baker

Gordon M. Boggie

Stephen B. Rockoff

Clinton R. Yerkes

CHAIRMAN

BOARD MEMBER

BOARD MEMBER

BOARD MEMBER

BOARD MEMBER

Professional Services - Cisco Industrial Switch Installation

Quote Information:

Quote #: 010275

Version: 1

Delivery Date: 08/25/2023

Expiration Date: 11/22/2023

Prepared for:

Loxahatchee River District

Joseph Chung
(561) 747-5700 x150
joe.chung@lrecd.org

Prepared by:

PC Solutions & Integration

Chris Rienhardt
305-667-0633
Fax 305-667-0618
crienhardt@pcsusa.net



Products

Line #	Part #	Product Description	Price	Qty	Ext. Price
		Cisco - Cisco State of Florida Contract NASPO;NVP #AR3227 (14-19) Participating Addendum for FL 43220000-NASPO-19-ACS Contract Start Date: 06/09/2021 through 09/30/2024			
1	PCSPROSERV-2	Block of Security Pro Services Hours (1 Hours at \$252/Hour)	\$252.00	60	\$15,120.00
Subtotal:					\$15,120.00

Quote Summary

Description	Amount
Products	\$15,120.00
Total:	\$15,120.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

PC Solutions & Integration

Palo Alto Panorama

Quote Information:

Quote #: 010357

Version: 1

Delivery Date: 09/12/2023

Expiration Date: 12/10/2023

Prepared for:

Loxahatchee River District

Joseph Chung
(561) 747-5700 x150
joe.chung@lrecd.org

Prepared by:

PC Solutions & Integration

Chris Rienhardt
305-667-0633
Fax 305-667-0618
crienhardt@pcsusa.net



Products

Line #	Part #	Product Description	Price	Qty	Ext. Price
		Palo Alto - NASPO STATE CONTRACT # 43220000-WSCA-16-ACS - Carahsoft - 08/01/2017 through 09/30/2026			
1	PAN-PRA-25	Panorama Centrl Mgmt. SW, 25 dev	\$9,596.50	1	\$9,596.50
2	PAN-SVC-PREM-PRA-25-3YR	Prem Support, 3Y, Panorama 25 dev	\$5,982.30	1	\$5,982.30
Subtotal:					\$15,578.80

Quote Summary

Description	Amount
Products	\$15,578.80
Total:	\$15,578.80

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

PC Solutions & Integration

Palo Alto Advanced ProServices Panoram

Quote Information:

Quote #: 010270

Version: 1

Delivery Date: 09/12/2023

Expiration Date: 11/21/2023

Prepared for:

Loxahatchee River District

Joseph Chung
(561) 747-5700 x150
joe.chung@lrccd.org

Prepared by:

PC Solutions & Integration

Chris Rienhardt
305-667-0633
Fax 305-667-0618
crienhardt@pcsusa.net



Products

Line #	Part #	Product Description	Price	Qty	Ext. Price
		Palo Alto - Data Communications Products and Services NASPO State Contract # 43220000-NASPO-19-ACS - 07/13/2020 through 09/30/2024			
1	PCSPROSERV-2	Block of Security Pro Services Hours (40 Hours at \$270/Hour)	\$10,800.00	1	\$10,800.00
Subtotal:					\$10,800.00

Quote Summary

Description	Amount
Products	\$10,800.00
Total:	\$10,800.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

PC Solutions & Integration



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 Fraraccio, Director of Finance and Administration
Date: September 15, 2023
Subject: Liability and Workers Compensation Insurance

In April 2023, the Governing Board authorized staff to accept and purchase Property, General Liability, Automobile Liability and Physical Damage, Workers' Compensation, and Crime insurance through Florida Insurance Alliance (FIA). In doing so, the District was required to change our policy period to October 1 – September 30 (previously our policy period was May 1 - April 30). The initial policy period was a shortened period of five (5) months and will expire on September 30. FIA has agreed to honor the annual quoted premium and values provided in April with adjustments made only for additions or deletions to our property schedule and the change in budgeted payroll for the upcoming policy period.

Annual premiums are summarized below.

Insurance	FIA Renewal Premium
Property and Inland Marine	\$ 374,853
General Liability	31,755
Automobile Liability	15,333
Automobile Physical Damage	8,653
Workers' Compensation	64,135
Crime	1,000
Annual Total	\$ 495,729

At this time I recommend the following motion:

“That the District Governing Board authorize the Executive Director to accept and purchase Property, General Liability, Automobile Liability and Physical Damage, Workers’ Compensation, and Crime insurance pursuant to the FIA quote for the policy period October 1, 2023 through September 30, 2024.”

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



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: SEPTEMBER 11, 2023
SUBJECT: NON-STANDARD DEVELOPER AGREEMENT FOR ROGER DEAN STADIUM

Roger Dean Stadium, in its 26th baseball season, is implementing upgrades as Jupiter prepares for the future at America's Busiest Ballpark. The Spring Training home of the St. Louis Cardinals and Miami Marlins, and Florida State League home to the Palm Beach Cardinals and Jupiter Hammerheads, began renovations to facilities on July 10th.

Palm Beach County owns Roger Dean Stadium, which is located within Abacoa. Palm Beach County is in the process of conducting a \$100 million renovation of the facilities associated with Roger Dean Stadium, and as such, they need to execute a Developer Agreement with the Loxahatchee River District for additional sewer service that will be required with the expanded facilities. Additional sewer service will include 7 new stadium toilets, 12 new Cardinal clubhouse toilets, 11 new Marlin clubhouse toilets, 2 new maintenance building toilets, 3 new Cardinal batting tunnel toilets, 3 new maintenance storage building toilets, and 1 washing machine, which totals 39.1 equivalent connections. The total cost that PBC will pay for these additional sewer connection fees equals \$127,410.87. The amount of equivalent connections and cost are not in question.

Typically, developers must comply with the District's Standard Developer Agreement, which has been approved by the LRD Governing Board. Because Palm Beach County is a political subdivision of the state of Florida, they have requested certain revisions to our Standard Developer Agreement (see attached red lined version of Developer Agreement). As such, LRD Governing Board approval is required for this Non-Standard Developer Agreement. Approval of the draft motion below would authorize staff to use of this Non-Standard Pre-Paid Developer Agreement in the current case for Roger Dean Stadium and in the future as Palm Beach County and Martin County bring new projects to the District.

Mr. Shenkman, Mr. Dean, and I have reviewed the suggested revisions and find them acceptable from a legal, engineering, and administrative perspective, respectively. Furthermore, it is well within precedent for the Loxahatchee River District to enter into non-standard agreements or memoranda of understanding with the County in these situations.

Therefore, staff recommend approval of the following motion:

“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute the attached Non-Standard Pre-Paid Developer Agreement as revised by Palm Beach County for use with Palm Beach County and/or Martin County as they develop facilities within our service area.”

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

LRECD - 102 dated 01-28-2020.
Prepared By & Return To:
Kris Dean, P.E.
Loxahatchee River District
2500 Jupiter Park Drive
Jupiter, Florida 33458

STANDARD DEVELOPER AGREEMENT

Pre-Paid
D23007

THIS AGREEMENT MADE AND ENTERED INTO this _____ day of _____, -
, by and between LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT,
hereinafter referred to as the "District" and the undersigned, Palm Beach County, a political
subdivision of the State of Florida, hereinafter referred to as "Developer", with regard to the
property described in Exhibit "A", attached hereto and made a part hereof, (the "Property").
References herein to the "Rule" or "Rules" shall mean the Rules of the Loxahatchee River
Environmental Control District as same may be amended from time to time hereafter, which are
hereby incorporated by reference.

IN CONSIDERATION of the covenants and agreements herein set forth, the parties agree as
follows:

1. PROVISION OF RESERVE AVAILABILITY

The District shall provide Reserve Service Availability, as same is defined in Rule 31-10,
in the Regional Wastewater System of the District to the extent of 39.1 equivalent
connections, as same are defined in Rule 31-10, for the Property.

7 New Stadium Toilets + 12 New Cardinal Clubhouse Toilets + 11 New Marlin Clubhouse Toilets + 2 New Maintenance Building
Toilets + 3 New Cardinals Batting Tunnel Toilets + 3 New Maintenance Storage Building Toilets = 38 EC's + 1 Washing Machine
= 1.1 EC's. Overall Total 39.1 EC's

2. TERMS OF ACCEPTANCE

Upon signing this Agreement, Developer shall pay to the District the sum of **One Hundred
Twenty Seven Thousand Four Hundred Ten dollars & .87/100ths (\$ 127,410.87)**
Dollars. This sum represents the following charges:

- (a) The Administrative, Legal, Engineering
and Inspection expenses of \$175.59 per
equivalent connection. \$ 6,865.57

- (b) The Plant Connection Charge
per Rule 31.10.005(2) of \$1,869.00
per equivalent connection. \$ 73,077.90

- (c) The Regional Transmission System Line
Charges per Rule 31.10.005(2) of \$1,214.00
per equivalent connection. \$ 47,467.40

QUARTERLY SERVICE AVAILABILITY STANDBY CHARGE

Not applicable to this pre-paid Agreement.

4. PLANT CONNECTION CHARGES AND COMMENCEMENT OF QUARTERLY SERVICE CHARGES

Plant Connection Charges per Rule 31.10.005(2) of \$1,869.00 per equivalent connection have been pre-paid. Immediately upon such physical connection, the Developer shall begin paying the Quarterly Service Charge in effect at that time.

5. DEFAULT

Upon failure of the Developer to pay any monies due under this Agreement for any period greater than ninety (90) days from the date they become due, this Agreement shall be deemed in default, and shall become null and void; and in that event any Quarterly Service Availability Standby Charges or Regional Transmission System Line Charges paid or prepaid shall be retained by the District, and the provision of reserve service availability to the extent of the number of equivalent connections set forth in Paragraph 1 hereof for the Property shall terminate.

6. TRANSFERABILITY OF RESERVE SERVICE AVAILABILITY

Any assignment of any part or all of Developer's interest in this Agreement shall only be in the form LRECD-106 dated 1-1-98 incorporated herein by reference. The assignment of Reserve Service Availability for an undeveloped lot which is to be sold shall be in the form of the prepayment of the estimated Plant Connection Charge at or prior to the time of sale of the lot. The Reserve Service Availability under this Agreement may not be transferred from the Property to any other property.

7. ALLOCATION OF SERVICE AVAILABILITY

In the event that, from time to time, in the opinion of the District, Reserve Service Availability shall be insufficient to meet the expected demand, therefore, then the District shall proportionately allocate such Reserve Service Availability.

8. RESERVED ATTORNEY'S FEES

~~In the event litigation is necessary to enforce the provisions of this Agreement, the District shall be entitled to an award of its reasonable attorney's fees and costs provided it is determined to be the prevailing party by the court.~~

9. RECORDATION

A copy of this Agreement may be filed in the records of the county where the Property is located without the plans and specifications referred to below.

10. ADDITIONAL FACILITIES

Any new wastewater facilities constructed by the Developer and connected to the District's Regional Wastewater System shall be constructed at the Developer's expense in accordance with final plans and specifications approved by the District, a copy of which shall be kept on file at the office of the District; and ~~may~~shall, upon completion, be conveyed to the District by provision of the following items in a form acceptable to the District: 1.) Bill of Sale 2.) Grant of Easement 3.) Maintenance Bond or Letter of Credit 4.) As-Built Drawings 5.) Certification by Engineer of Record 6.) Plat of the Project. The aforesaid final construction plans and specifications shall be prepared and carried out in accordance with District Rules, and published procedures as contained in the District's Manual of Minimum Construction Standards and Technical Specifications, latest revision, incorporated herein by reference.

11. DEDICATION OF LAND

Developer agrees that, upon demand, it ~~will work in good faith with~~ shall grant and convey to the District, without additional consideration, ~~on any request by the District for any future all required easements and rights-of-way required to provide services directly to~~in the Property ~~as the District may, from time to time hereafter request,~~ based upon the criteria of utilization for utility purposes related to water, wastewater, I.Q. water, and stormwater.

12. RESERVED PROPERTY LIEN RIGHTS

~~The District shall have a lien on the Property and premises serviced by it for all charges, until paid, for services provided to the Property 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 the 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 property is 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 30 days after service has been made liens created under this section 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 reasonable interest and attorney's fees and other court costs.~~

IN WITNESS WHEREOF, the Developer has hereunto set his hand and seal on the date of _____.

Signed, sealed and delivered
in the presence of:

DEVELOPER: PALM BEACH COUNTY, a political subdivision of the State of Florida

WITNESS SIGNATURE
Print Name:

By: _____
Print Name: Isamí Ayala-Collazo
Title: Director, Facilities, Development & Operations

WITNESS SIGNATURE
Print Name:

FOR PURPOSES OF THIS AGREEMENT
THE OFFICIAL ADDRESS OF THE
DEVELOPER SHALL BE AS FOLLOWS:

Palm Beach County – c/o FDO Dept
Company Name
2633 Vista Parkway
Street Address
West Palm Beach, FL. 34111
City, State, Zip
PHONE: (561) 233-1447
EMAIL: IAyalaCollazo@pbcgov.org

Approved as to Legal Sufficiency

County Attorney

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, _____, by _____, who is/are personally known to me or who has/have produced _____ as identification.

Notary Seal

Notary Signature

Witnesses As To The District:

LOXAHATCHEE RIVER ENVIRONMENTAL
CONTROL DISTRICT

Print Name:

D. Albrey Arrington, Ph.D.
Executive Director

Print Name:

FOR PURPOSES OF THIS AGREEMENT
THE OFFICIAL ADDRESS OF THE
DISTRICT SHALL BE AS FOLLOWS:

**LOXAHATCHEE RIVER ENVIRONMENTAL
CONTROL DISTRICT
2500 JUPITER PARK DRIVE
JUPITER, FLORIDA 33458-8964**

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence
this ____ day of _____, _____, by D. ALBREY ARRINGTON, Ph.D.,
Executive Director of the Loxahatchee River Environmental Control District,
on behalf of L.R.E.C.D., who is personally known to me.

Notary Seal

Notary Signature

EXHIBIT “A”



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: JASON A. PUGSLEY, P.E., Operations – Plant Manager
DATE: SEPTEMBER 15, 2023
SUBJECT: FISCAL YEAR 2024 – ANNUAL PURCHASE ORDER FOR ANNUAL LANDSCAPE SERVICES WITH TERRACON SERVICES, INC.

The amount included in the District's FY 2024 budget is sufficient to cover the amount of this request.

In October 2019, the District's Governing Board entered into agreement with Terracon Services, Inc. (Terracon). The contract provides the annual landscape services necessary for the complete maintenance of the lawn and landscaped areas at specific District Facilities, including the plant site at 2500 Jupiter Park Drive, designated lift/pump station sites, the River Center and the District's 20-acre parcel located in Jupiter Farms.

The terms of the agreement included an initial period of two (2) years from November 1, 2019 through September 30, 2021. The initial period covered services during Fiscal Year's 2020 and 2021. The agreement also provided, at the sole option of the District, that the District's Governing Board may extend the agreement annually for up to three (3) additional one-year periods.

It is the opinion of staff that Terracon has done a satisfactory job, and we support continuing our contract for Fiscal Year 2024 (October 1, 2023 through September 30, 2024) under Year 3 of the additional three, (1) one-year periods. Per the executed contract agreement, all contract unit prices will be increased based on a review of the June 2023 consumer price index (CPI) up to a maximum 5% rate increase. The June 2023 CPI was reported at 3.0%.

Staff recommends the following motion:

"THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute an annual purchase order to Terracon Services, Inc. in accordance with the contract specifications and their bid dated October 4, 2019, for the annual landscape service for Fiscal Year 2024 in an amount Not-to-Exceed \$64,747.37, as well as a contingency amount of \$5,000.00"

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



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: JASON A. PUGSLEY, P.E., Operations – Plant Manager
DATE: SEPTEMBER 15, 2023
SUBJECT: FISCAL YEAR 2024 – ANNUAL PURCHASE ORDER AUTHORIZATION FOR BIOSOLIDS HAULING SERVICES WITH MERRELL BROS., INC.

The amount included in the District’s FY 2024 budget is sufficient to cover the amount of this request.

Biosolids generated at the District’s Wastewater Treatment Plant (WWTP) are dewatered to a solids concentration of 14 to 16% utilizing two belt filter press units. Dewatered biosolids (i.e., cake) are discharged into tractor trailers and hauled, for further processing and drying, from the District’s WWTP to Solid Waste Authority’s (SWA) Biosolids Processing Facility located at 6600 45th Street, West Palm Beach, FL 33412.

District Staff issued a competitive bid solicitation in accordance with the District’s procurement policy for Dewatered Biosolids (Sewage Sludge) Hauling Services (ITB No. 23-008-00130). A total of two (2) bids were received on August 31, 2023. The Bid amounts submitted were as follows:

- | | |
|----------------------------------|---------------|
| 1. Merrell Bros., Inc. (Merrell) | \$348.84/load |
| 2. Synagro Technologies, L.L.C. | \$468.00/load |

Upon receipt of the Bids, District Staff reviewed and evaluated the Bid received from the apparent low bidder (Merrell) to confirm conformance with the Bid specification requirements including the District’s Contractor Management Policy. Staff has determined that Merrell meets the minimum requirements stipulated in the Bid specifications and have the experience and facilities for the hauling of biosolids on behalf of the District. The FY 2024 unitized cost represents a 4.63% increase over the FY 2023 unitized cost of \$333.41. It is estimated that the District will generate approximately 500-loads of biosolids during Fiscal Year 2024.

Staff recommends the following motion:

“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute a purchase order to Merrell Bros., Inc. for the hauling of biosolids, in accordance with District ITB No. 23-008-00129 for the period of October 1, 2023 through September 30, 2024, in an amount Not-to-Exceed \$185,000.00.”

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



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: JASON A. PUGSLEY, P.E., Operations – Plant Manager
DATE: SEPTEMBER 15, 2023
SUBJECT: FISCAL YEAR 2024 – ANNUAL PURCHASE ORDER FOR SLUDGE PROCESSING AND DISPOSAL WITH SOLID WASTE AUTHORITY OF PALM BEACH COUNTY

The amount included in the District's FY 2024 budget is sufficient to cover the amount of this request.

The District processes and dewateres biosolids onsite which are then hauled to the Solid Waste Authority of Palm Beach County (SWA) Biosolids Processing Facility (BPF) for further treatment and disposal. The SWA BPF employs a heating process which dries and converts the biosolids to a pelletized form which is then distributed as a Class AA biosolids fertilizer. The terms of the District's agreement with SWA require the District to pay unitized cost for Operation and Maintenance (O&M) of the BPF. The unitized cost is determined annually and is based on the estimated biosolids tonnage to be processed at the facility by all participating members and the estimated operating cost of the BPF.

SWA provided a unitized treatment cost of \$77.54/ton for FY2024. This represents a 6.10% increase over the Fiscal Year 2023 unitized cost of \$73.08. This increase is primarily driven by a significant reduction in the available volume and quality of land fill gas. As a result, SWA is projecting significant variability in the cost associated with the purchase of natural gas to supplement the drying process.

Staff recommends the following motion:

"THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute an annual purchase order to Solid Waste Authority of Palm Beach County for the processing and disposal of biosolids at the Biosolids Processing Facility for Fiscal Year 2024 in accordance with the Interlocal Government Agreement for Biosolids Processing in an amount Not-to-Exceed \$1,000,000.00.

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



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: JASON A. PUGSLEY, P.E., Operations – Plant Manager
DATE: SEPTEMBER 15, 2023
SUBJECT: FISCAL YEAR 2024 – ANNUAL PURCHASE ORDER AUTHORIZATION FOR CHLORINE WITH BRENNTAG MID-SOUTH

The amount included in the District's FY 2024 budget is sufficient to cover the amount of this request.

Chlorine disinfection is an essential part of the District's wastewater treatment plant system and more specifically the production of Irrigation Quality (IQ) Water.

District Staff issued a competitive bid solicitation in accordance with the District's procurement policy for the Supply of Liquid Chlorine (ITB No. 23-007-00129). A total of two (2) bids were received on August 25, 2023. The Bid amounts submitted were as follows:

1. Brenntag Mid-South (Brenntag) \$1,863.00/ton
2. Allied Universal Corporation (Allied) \$2,032.40/ton

Upon receipt of the Bids, District Staff reviewed and evaluated the Bid received from the apparent low bidder (Brenntag) to confirm conformance with the Bid specification requirements including the District's Contractor Management Policy. Staff has determined that Brenntag meets the minimum requirements stipulated in the Bid specifications and have the experience and facilities for the Supply of Liquid Chlorine to the District. The FY 2024 unitized cost represents a 12.31% decrease when compared to the FY 2023 unitized cost of \$2,124.65. It is estimated that the District will utilize approximately 100-tons of chlorine during Fiscal Year 2024.

Staff recommends the following motion:

"THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute a purchase order to Brenntag Mid-South for the Supply of Liquid Chlorine, in accordance with District ITB No. 23-007-00129 for the period of October 1, 2023 through September 30, 2024, in an amount Not-to-Exceed \$190,000.00."

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



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: JASON A. PUGSLEY, P.E., Operations – Plant Manager
 DATE: SEPTEMBER 15, 2023
 SUBJECT: FISCAL YEAR 2024 – ANNUAL PURCHASE ORDER AUTHORIZATION FOR EVOQUA ODOR CONTRACT PRICING EXTENSION

The amount included in the District’s FY 2024 budget is sufficient to cover the amount of this request.

Evoqua Water Technologies, Inc. (Evoqua) supplies the District with chemicals and equipment that assists with odor control at our wastewater treatment plant site and at Master Lift Station No. 1. Evoqua has an executed contract in place with Lee County and previously extended the offer to the District to “piggy-back” the executed Lee County contract for our wastewater odor control program. The Lee County contract included an initial three-year period which was effective May 14, 2018 through May 13, 2021. Lee County previously elected to execute the third of three possible one-year extensions. The Year 3 extension has a term of May 14, 2023 through May 13, 2024.

Lee County utilizes a significant amount of chemicals and equipment through Evoqua. As such, the pricing offered under the current contract provides the District with a competitive pricing advantage when compared to the pricing the District would likely receive if we were to bid the items ourselves. The current authorization request is through May 13, 2024. Prior to the expiration of the current contract, Staff will submit a separate authorization to cover the anticipated expenses for the remainder of FY2024 (i.e., May 14, 2024, through September 30, 2024). The unitized costs for the current request are as follows:

- 25% Sodium Hydroxide: \$4.89/gallon **(No change in cost)**
- 12% Sodium Hypochlorite: \$4.20/gallon **(No change in cost)**
- Master LS Biofilter Lease: \$3,354/month **(No change in cost)**
- Headworks Biofilter Lease: \$6,651.68/month vs. \$4,408.00/month*

*The unit cost increased based on the upcoming replacement of the headworks biofilter odor control system to provide additional capture and treatment capacity as discussed at the May 2023 Board meeting.

Staff recommends the following motion:

“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute a purchase order to Evoqua Water Technologies, Inc. for the continued supply of odor control chemicals and equipment, in accordance with a “piggy-back” of Lee County contract for the period from October 1, 2023 through May 13, 2024, in an amount Not-to-Exceed \$230,000”.

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



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: JASON A. PUGSLEY, P.E., Operations – Plant Manager
DATE: SEPTEMBER 15, 2023
SUBJECT: FISCAL YEAR 2024 – ANNUAL PURCHASE ORDER AUTHORIZATION FOR SOLIDS DEWATERING POLYMER WITH POLYDYNE, INC.

The amount included in the District’s FY 2024 budget is sufficient to cover the amount of this request.

The District utilizes a cationic emulsion polymer (Clarifloc SE-1021) manufactured by Polydyne, Inc. to enhance the sludge dewatering processes at its wastewater treatment plant (WWTP). The addition of polymer upstream of the belt filter press dewatering units is a critical component of the biosolids process.

Staff desires Board approval to piggy-back an existing contract through Hillsborough County. Polydyne, Inc. was previously awarded a contract (Hillsborough County ITB No. 21632-0-2021/OR) for the supply of cationic emulsion polymer. The County’s contract allows Polydyne, Inc. to extend the pricing, terms and conditions to the District with Polydyne, Inc’s consent. The term of the Hillsborough County contract is October 1, 2021 through September 30, 2024, with potential annual rate adjustments based on contract terms in the piggy-back contract. Polydyne did not request an annual rate adjustment for FY 2024. As such, the cost for polymer will remain at \$1.43/lbs for FY 2024. Hillsborough County is a significantly larger utility than the District and, as such, the County is capable of securing a more favorable rate due to their higher annual polymer usage.

Staff recommends the following motion:

“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute a purchase order to Polydyne, Inc. for the supply of cationic emulsion polymer, in accordance with a “piggy-back” of Hillsborough County ITB No. 21632-0-2021/OR for the period commencing on October 1, 2023 through September 30, 2024, in an amount Not-to-Exceed \$95,000.00.”

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



Item50

ITB # 21-008-00107-WWSH Hauling of Liquid Domestic Wastewater, Sludge and Collection System Debris - to approve contract renewal
- will be presented at the Board Meeting





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 Fraraccio, Director of Finance and Administration
 Date: September 15, 2023
 Subject: Disposal of Surplus Property

Whenever the District disposes of tangible personal property of a non-consumable nature, Florida Statutes and our Disposal of Surplus Tangible Personal Property Policy require Governing Board approval before any Surplus Tangible Personal Property can be disposed of. The following assets were aggregated with other assets or grouped as part of a project when purchased and we therefore do not have individualized asset information on each item, instead a description of each asset is provided. Consistent with state statute and our policies and procedures, I request your authorization to dispose of the items listed below:

<u>Description</u>	<u>Serial Number</u>	<u>Condition</u>	<u>Estimated Value</u>
2 HP Barnes Pump	SGVF2022L	Beyond Repair	\$0
2 HP Barnes Pump	Z101286-0219	Beyond Repair	\$0
5 HP Flygt Pump	9030419	Beyond Repair	\$0
10 HP Flygt Pump	9061334	Beyond Repair	\$0
15 HP Flygt Pump	9670082	Beyond Repair	\$0
15 HP Flygt Pump	9981024	Beyond Repair	\$0
20 HP Flygt Pump	4450249	Beyond Repair	\$0
20 HP Flygt Pump	0130079	Beyond Repair	\$0

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

Items slated for disposal that have no remaining value will be recycled or otherwise disposed of in an environmentally conscious manner.

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

I offer the following motion for your approval:

“THAT THE GOVERNING BOARD authorize the Executive Director to dispose of the items from aggregated assets listed in the schedule above in accordance with the District’s Disposal of Surplus Tangible Personal Property Policy.”

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



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

DATE: September 13, 2023
DEPARTMENT: Customer Service - Bud Howard, Director of Information Services
DESCRIPTION: Payment Processing Services for a portion of FY2024; Account #: 40-42-5340

This request is to authorize a \$35,000 not-to-exceed purchase order to First Billing Services, LLC., for credit/debit card and echeck payment processing services in support of the Q4 2023 payment processing because of additional delays with the transition to our new Customer Information System and the associated new payment services provider.

We continue to experience delays with the implementation of our new payment services provider and customer information system. We are now targeting a go live in November or December. Therefore, we request authorization to extend the payment services with our current payment services provider, First Billing Services, for the remainder of the calendar year (through December 31). This extension is contractually allowed under the Second Amendment to the Master Services Agreement that the Board approved in September 2022.

We will continue to push to go live as soon as practical and we will only be billed for services provided under this purchase order. As we get closer to the go live date, we will bring a separate authorization to the Board for payments services for the remainder of the fiscal year with our new provider.

Therefore, we offer the following suggested motion:

“THE DISTRICT GOVERNING BOARD authorizes the Executive Director to approve a \$35,000 not-to-exceed purchase order to First Billing Services, LLC., for payment services through a portion of FY2024.”

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



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

DATE: September 13, 2023

DEPARTMENT: Customer Service - Bud Howard, Director of Information Services

BUDGET: Printing and Mailing services budgeted item for FY2024
Postage Account # 40-42-5420
Printing Account # 40-42-5340

DESCRIPTION:

This request is to authorize a \$25,000 not-to-exceed purchase order to Arista Information Systems for printing and mailing services in support of the Q4 2023 District billing because of additional delays with the transition to our new Customer Information system and the associated new printer partner.

We continue to experience delays with the implementation of our new customer information system. We are now targeting a go live in November or December. Therefore, we request authorization to extend the printing and mailing services with our current provider, Arista, for the remainder of the calendar year (through December 31). This extension is contractually allowed under the Board approved agreement dated December 22, 2015.

We will continue to push to go live as soon as practical and we will only be billed for services provided under this purchase order. As we get closer to the go live date, we will bring a separate authorization to the Board for printing and mailing services for the remainder of the fiscal year with our new provider.

Therefore, we offer the following suggested motion:

“THE DISTRICT GOVERNING BOARD authorizes the Executive Director to approve a \$25,000 not-to-exceed purchase order to Arista Information Systems for printing and mailing services through a portion of FY2024.”

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



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 Fraraccio, Director of Finance and Administration
Date: September 15, 2023
Subject: Legal Services Supporting the Retirement Plan Administrative Committee

Bonni Jensen, with Klausner, Kaufman, Jensen, & Levinson is currently providing legal services to support the LRD Retirement Plan Administrative Committee. Ms. Jensen has provided support services to the LRD Money Purchase Plan and Trust since 2008. Beginning October 1, 2023, Klausner, Kaufman, Jensen & Levinson is increasing their hourly rates from \$325 to \$375 per hour. The last fee increase was in March 2020. A copy of the updated Professional Services Agreement is provided on the following pages. Staff has found the services provided by Klausner, Kaufman, Jensen, & Levinson to be satisfactory. Staff is requesting approval from the Governing Board to authorize the fee increase and execute the updated Professional Services Agreement with Klausner, Kaufman, Jensen, & Levinson.

At this time I recommend the following motion:

“That the District Governing Board authorize the Executive Director to execute the updated Professional Services Agreement with Klausner, Kaufman, Jensen, & Levinson.”

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

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made this ___ day of _____, 2023, and effective October 1, 2023, by and between THE BOARD OF TRUSTEES OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT MONEY PURCHASE PLAN AND TRUST (hereinafter referred to as the "BOARD") and KLAUSNER, KAUFMAN, JENSEN & LEVINSON, a partnership of professional associations (hereinafter referred to as the "ATTORNEY").

WITNESSETH:

WHEREAS, the BOARD is desirous of retaining the services of the ATTORNEY to provide legal counsel to the Board; and

WHEREAS, the ATTORNEY is desirous of providing these services to the BOARD;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree to the following:

1. Services. The ATTORNEY shall provide legal services to the BOARD upon request as follows:
 - a. review all contracts and other documents relating to the affairs of the BOARD for legal sufficiency, legal form and correctness, and approve same on signature page of document;
 - b. provide verbal and legal written opinions as requested by the BOARD and by individual Trustees for matters relating to their duties on the BOARD;
 - c. provide reasonable availability for telephone consultation on matters relating to the affairs of the BOARD;

- d. draft legislation, rules and regulations, contracts and other legal documents as requested by the BOARD;
 - e. review and supervise the services of any other attorneys who may be retained by the BOARD;
 - f. provide continuing educational updates to the Trustees on changes in the law relating to the duties of the Trustees and the management of the Pension Plan;
 - g. attend quarterly meetings of the Pension Plan, as requested;
 - h. provide such other legal services as the BOARD shall deem appropriate.
2. Compensation. In consideration of the foregoing work, the BOARD agrees to compensate the ATTORNEY for all legal services at the rate of THREE HUNDRED SEVENTY-FIVE (\$375.00) DOLLARS per hour for attorneys and ONE HUNDRED TWENTY-FIVE (\$125.00) DOLLARS per hour for paralegals. This fee is computed on an hourly basis in 1/10th hour increments. Travel time is billed at ½ time. This rate shall be guaranteed for a period of three (3) years, at which time a new fee will be quoted. All billing is by line item and with detail. Out-of-pocket costs and disbursements made by the Firm on behalf of the BOARD will be reimbursed as billed. Overnight and bulk mail costs are billed as incurred. Photocopies shall be billed at \$.25 per page. The fees paid by the BOARD include registration for the annual Klausner, Kaufman, Jensen & Levinson Client Conference. Any work performed on behalf of the BOARD in securities litigation matters shall be compensated solely on a contingent fee basis derived

from a portion of any fee approved by the Court for the lead securities counsel.

3. Representations. The ATTORNEY represents that it has expertise in the area of public employee retirement systems and is competent to perform the duties required by this Agreement.
4. Fiduciary Responsibility. The parties recognize that the role of the ATTORNEY in representing the BOARD is that of a fiduciary and the ATTORNEY shall act in accordance with generally accepted principles of fiduciary responsibility.
5. Insurance
 - a. The ATTORNEY shall procure and maintain in full force and effect during the term of this Agreement, Professional Liability Insurance with a limit of not less than \$5,000,000.00 aggregate. The ATTORNEY shall provide the BOARD with proof of the required insurance, if requested, in a form acceptable to the BOARD prior to the commencement of this Agreement and at least annually thereafter during the month of October. The ATTORNEY shall notify the BOARD immediately in writing if the required insurance policy is cancelled, materially changed, or not renewed. The BOARD may be named as a Certificate Holder on such policy, at the BOARD'S option.
 - b. The ATTORNEY shall procure and maintain in full force and effect during the term of this Agreement, Cyber Liability Insurance with limits set forth in the attached Indication of Terms. The ATTORNEY shall provide the BOARD with proof of the required insurance, if requested, in a form acceptable to the BOARD prior to the commencement of this Agreement and at least annually thereafter during the month of May. The ATTORNEY shall notify the BOARD

immediately in writing if the required insurance policy is cancelled, materially changed, or not renewed. The BOARD may be named as a Certificate Holder on such policy, at the BOARD'S option.

6. Public Records

ATTORNEY will comply with public records laws, specifically to:

- a. Keep and maintain public records required by the BOARD to perform the service.
- b. Upon request from the BOARD or its public records custodian, provide the BOARD with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if ATTORNEY does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to BOARD all public records in possession of ATTORNEY or keep and maintain public records required by the BOARD to perform the service. If ATTORNEY transfers all public records to BOARD upon completion of the contract, ATTORNEY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If ATTORNEY keeps and maintains public records upon completion of the contract, ATTORNEY

shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to BOARD, upon request from BOARD or its public records custodian, in a format that is compatible with the information technology systems of BOARD.

IF ATTORNEY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

Money Purchase Plan and Trust

Kara D. Peterson, CPA

Director of Finance & Administration

2500 Jupiter Park Drive

Jupiter, Florida 33458

Telephone: 561-401-4095

Email: kara.fraraccio@lrecd.org

7. Section 448.095, Florida Statutes. The ATTORNEY agrees to register with and use the E-Verify system to verify the work authorization status of all employees hired on and after January 1, 2021. Additionally, the ATTORNEY agrees to require any subcontractor to provide them with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

8. Prior Agreements. This Agreement supersedes all prior agreements with the ATTORNEY, oral or written.
9. Applicable Law. The parties agree that all acts performed under this Agreement are deemed performed in Florida. This Agreement shall be interpreted in accordance with the laws of the State of Florida.
10. Modification. This Agreement may be modified or revised only by written amendment signed by the BOARD's Chairman and Secretary and by the ATTORNEY.
11. Notices. All written communications from the ATTORNEY to the BOARD shall be addressed to:

Board of Trustees
Loxahatchee River Environmental Control District
Money Purchase Plan and Trust
c/o Kara D. Peterson, CPA
Director of Finance & Administration
2500 Jupiter Park Drive
Jupiter, Florida 33458
Email: kara.fraraccio@lrecd.org

All written communications from the BOARD to the ATTORNEY shall be addressed to:

Bonni S. Jensen
Klausner, Kaufman, Jensen & Levinson
7080 N.W. 4th Street
Plantation, Florida 33317
Email: bonni@robertdklausner.com

Notices addressed in the above manner and sent by certified mail, registered mail or delivered by hand, shall be sufficient under this Agreement. Any party may

designate a different address by notifying the other party of such new address in writing.

12. Termination. This Agreement may be terminated with or without cause upon thirty (30) days written notice. The terms of the Agreement shall remain in effect as is unless modified in writing.
13. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day and year first above written.

**LOXAHATCHEE RIVER ENVIRONMENTAL
CONTROL DISTRICT MONEY PURCHASE
PLAN AND TRUST**

CHAIRMAN

**KLAUSNER, KAUFMAN, JENSEN & LEVINSON
A Partnership of Professional Associations**

PARTNER



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: September 14, 2023
SUBJECT: Lift Station 082 Conversion: Change Order # 6

This is a construction project to convert Lift Station 082, the last Davco can station, to a standard submersible lift station with capacity to repump the District service area east of the Intracoastal from Jupiter Inlet south through Juno Beach. The project will include demolition of the existing can, conversion of the wet pit to a wetwell, triplex configured submersible pumping system, electrical and controls and emergency standby generator with ATS.

To date the project has experienced several delays detailed in the below change order summary. These have been proceeded under the existing project contingency.

Change Order 1: E-verify	0 days	\$0.00
Change Order 2: Material Delivery	150 days	\$0.00
Change Order 3: Material Delivery/Property Owner Coordination	240 days	\$0.00
Change Order 4: Site Investigation	0 days	\$9,252.61
Change Order 5: Precast Storage	0 days	\$10,450.94
	<u>390 days</u>	<u>\$19,703.55</u>

This memorandum presents Change Order # 6 which addresses the remaining delays to date and costs associated with a revised standby emergency generator location. Holtz Consulting Engineer's (HCE) change order analysis is attached for review.

Change Order 6: Revised Generator Location
487 days \$245,065.20

Total Contract Time and Cost inclusive of Change Order # 6:
1,152 days \$1,130,408.75

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

Staff have reviewed the supporting documentation and recommend the following motion:

“THAT THE DISTRICT GOVERNING BOARD authorized the Executive Director to approve Change Order # 6 to the Lift Station 082 Conversion construction contract with Hinterland Group, Inc. in the amount of \$245,065.20.”

Memorandum

To: Kris Dean, P.E., Loxahatchee River District
From: Christine Miranda, P.E., HCE
Subject: Lift Station #082 Change Order #6 from the Hinterland Group, Inc.
Date: September 12, 2023

HCE would like to provide information to the District as it relates to Change Order #6 provided by the Hinterland Group, Inc. for the Lift Station #82 Rehabilitation project. We would like to provide the following background information and documentation for the District in support of deciding as to whether or not approve this change order request.

The Lift Station #082 Rehabilitation project was awarded to the Hinterland Group, Inc. with an original Notice to Proceed date of June 17, 2021 with a total contract duration of 275 days and final completion date of March 19, 2022. To date, there have been five District approved change orders for the project which are as follows:

- Change Order #1 which amended Contract language with respect to the E-Verify System and Percentage of Retainage for progress payments.
- Change Order #2 which extended the contract time by 150 calendar days due to supply chain issues and extended the contract completion date to August 16, 2022.
- Change Order #3 which extended the contract time by 240 calendar days due to MOT approval delays from the property owner and materials delays and extended the contract completion date to April 13, 2023.
- Change Order #4 to perform an exploratory pothole to determine the existing water main location.
- Change Order #5 for a contract price increase for delivery of the precast structures to the job site due to delays in obtaining the permit from the Town of Jupiter.

As reflected in the change orders provided above, there have been numerous material and supply chain issues which have delayed the project from commencing. In late 2022 while still waiting for material deliveries for the Contractor to begin construction, it was discovered post-design that the Owner furnished generator for the project would not be able to fit within the existing lift station easement and as indicated on the plans. HCE then proceeded with the steps necessary to provide a re-design for the generator to a location that would fit on-site at the project location. This revised location required the following steps:

- A surveyor had to prepare a sketch and legal for a proposed easement for the generator location. This sketch and legal was then utilized by HCE to prepare easement documents for the property owner to approve and execute. HCE completed all of these steps and was successfully able to obtain the easement from the property owner.
- The new generator location was found to be in direct conflict with an existing Town of Jupiter water main. As it was determined that the generator could not be moved to another adjacent location on the site due to safety and sight issues, HCE proceeded with the design of the water main relocation. Change Order #4 as reflected above was for a pothole to determine the exact location of the existing water main. This work was completed in February 2023. The water main relocation design had to be reviewed and

approved by the Town of Jupiter Utilities Department and the civil site work in the parking lot had to be reviewed and approved by Town of Jupiter Engineering. These approvals were completed through the Town of Jupiter online permitting system.

- The new generator location, due to elevation at the site, required a retaining wall to be constructed and structural design be completed. HCE subcontracted with a structural engineer to have this design completed.
- The plans needed to be revised to reflect the vegetation removal and replacement based upon the revised generator location.
- Unrelated to the generator location, HCE also provided design modifications to the force main tie-in due to a Request for Information (RFI) submitted by the Contractor related to space limitations to restrain the existing force main.

HCE takes responsibility that the original generator location was not feasible and completed all the items above at no additional cost to the District. The revised plans were transmitted to the Contractor in April 2023 and the Contractor provided their first version of Change Order #6 request in May 2023 while still waiting for Town of Jupiter review and approval. HCE received approval from the Town of Jupiter in July 2023 and held a meeting with the Contractor on July 27th and requested finalized Change Order #6 documentation be provided. HCE requested to have all information by August 4, 2023 in order to make the August District board meeting, however this information was not provided by the Contractor until August 14, 2023, delaying the presentation of Change Order #6 by one month.

The finalized Change Order #6 is as presented on the following pages and is for \$245,065.20 and 487 additional days. Due to the amount presented by the Contractor, and as the original contract price was \$865,640.00, HCE first completed a review of the pricing provided by the Contractor in Change Order #6. Upon review HCE does not have any objections to the unit pricing provided by the Contractor and all subcontract work has back up documentation provided.

HCE then prepared an updated cost analysis of our own for the lift station work and Change Order #6 items to anticipate what the cost would be if the project was re-bid today. This cost estimate is as presented on the following pages. As the District has already paid for stored materials, the stored material costs were subtracted for those applicable line items as it was assumed the District would take possession of those items and provide them to the Contractor in the re-bid. Our evaluation as shown anticipates that if the District rebid the project today, they would have to pay approximately an additional \$300,000 from what they will be paying if they proceeded and approved Change Order #6 as presented. Based upon the fact that the generator must be installed at this revised location in conjunction with the information as presented above it is recommended that the District proceed with the execution of Change Order #6.

The Contractor is requesting an additional 487 days to the Contract time for procurement of materials and completion of the work under Change Order #6. Although HCE feels this time request is excessive, and has relayed this information, the Contractor is staying firm in that this is the time they will require in order to have the materials on hand and both for them and their subcontractors have the personnel available on site to complete the work. The 487 calendar days results in a revised Contract completion date of August 12, 2024. If this change order request is not approved and the project has to be re-bid the completion date would extend past August 2024 with the assumption that a new award could not be made until November 2023, Notice to Proceed not being able to be issued until January 2024, and utilizing the original time frame of 275 days, the project would not be complete until October or November of 2024. Taking this additional factor into consideration, HCE will accept the time extension as requested.

LS-082 Replacement Cost Estimate including Water Main Relocation

Item No.	Item Description	Quantity	Unit	New Unit Price	Total
Civil/Mechanical					
1	Construction Survey (Lift Station Site)	1	LS	\$2,000	\$2,000
2	Pre-Construction Video	1	LS	\$2,000	\$2,000
3	Maintenance of Traffic (M.O.T.)	1	LS	\$500	\$500
4	Record Drawings (Lift Station Site)	1	Lump Sum	\$7,000	\$7,000
5	Temporary Bypass Pumping and Piping Assembly	1	Lump Sum	\$65,000	\$65,000
6	Existing Lift Station Demolition	1	LS	\$80,000	\$80,000
7	New Concrete Valve Vault (Interior Dimension 8'Lx10'Wx4'D) (Labor Only)	1	Each	\$19,000	\$19,000
8	10' Diameter New Concrete Wetwell with Retainer Straps, 14 vertical ft. Includes Sheeting/Shoring and Dewatering (Labor Only)	1	LS	\$60,000	\$60,000
9	10' Wetwell Concrete Top Slab, Hatch Cover Frame, Cover, Safety Grate, Vent Pipe (Remove & Replace) (Labor Only)	1	Lump Sum	\$14,000	\$14,000
	Wetwell Corrosion Barrier System	900	SF	\$25	\$22,500
10	Wetwell Concrete Fillet Installation	20	CU. FT.	\$50	\$1,000
11	8" HDPE Wetwell Discharge Downpipe (From pump base elbow through valve vault) (Labor Only)	95	L.F.	\$160	\$15,200
12	HDPE Drop Assembly (Force Main) Includes 8" HDPE DR-11 and 12" HDPE DR-11 Piping (Labor Only)	1	LS	\$15,000	\$15,000
13	PVC Inside Drop Pipe Assembly for 24" SDR 26 PVC Pipe (Gravity)	1	Each	\$30,000	\$30,000
14	8" DIP Emergency By-Pass Pipe Assembly w/Cam-Lok (Labor Only)	1	Each	\$4,000	\$4,000
15	14" DIP Force Main (Original) (Labor Only)	10	L.F.	\$55	\$550
16	14" DIP Force Main (Change Order, Materials and Labor)	40	L.F.	\$176	\$7,040
17	8" Mechanical Joint Restraint for DIP/PVC/HDPE (Labor Only)	4	Each	\$30	\$120
18	14" Mechanical Joint Restraint for Force Main DIP/PVC/HDPE (Original) (Labor Only)	8	Each	\$434	\$3,472
19	14" Mechanical Joint Restraint for DIP/PVC/HDPE Force Main (Change Order, Materials and Labor)	4	Each	\$620	\$2,480
20	Mechanical Joint Ductile Iron Fittings for Wastewater Force Main (Original Labor Only)	1	Tons	\$16,000	\$16,000
21	Mechanical Joint Ductile Iron Fittings for Wastewater/Water Main (Change Order, Materials and Labor)	0.2	Tons	\$24,200	\$4,840
22	10"x8" Tapping Sleeve w/ Valve and Valve Box	1	Each	\$12,000	\$12,000
23	8" Single Line Stop (for PVC/DIP/CIP/AC)	1	Each	\$9,500	\$9,500
24	8" PVC C900 Pipe (Watermain)	100	L.F.	\$61	\$6,100
25	8" Mechanical Joint Restraint for PVC Water Main	13	Each	\$360	\$4,680
26	Sample Points w/Double Strap Saddle & Corp. Stop	1	EA	\$1,200	\$1,200
27	2" Sch 40 PVC Jumper Connection w/ Double Check Backflow Device and Double Strap Saddle	1	EA	\$1,200	\$1,200
28	Bac-t Testing	1	LS	\$500	\$500

29	Deadman 2.5'x2.5'x2.5'	1	LS	\$2,500	\$2,500
30	Asphalt Roadway Removal and Restoration 2.5" Thick, Compacted Subgrade, Limerock Base (Water Main)	110	SY	\$80	\$8,800
31	Asphalt Milling and Overlay	250	SY	\$15	\$3,750
32	Thermoplastic Striping	1	LS	\$2,000	\$2,000
33	Type "D" Curbing Remove and Replace - By Hand	35	LF	\$100	\$3,500
34	Install Type "F" Curb and Valley Gutter - By Machine	40	LF	\$80	\$3,200
35	Install FDOT Stop Sign	4	Each	\$600	\$2,400
36	Grouting/Deactivation of Existing 8" Pipe	55	LF	\$15	\$825
37	8", 12" or 14" Diameter Connection to Existing Wastewater Force Main (Joint Restraint for existing pipe to be included if required)	4	Each	\$5,200	\$20,800
38	8" FL Plug Valve with Gear Operator (Labor Only)	4	Each	\$950	\$3,800
39	14" Plug Valve (FL or MJ) (Labor Only)	1	Each	\$4,000	\$4,000
40	Valve Box (H-20 Load Rated) (Labor Only)	2	Each	\$360	\$720
41	8" Swing Check Valve w/ Outside Lever and Weight (Labor Only)	3	Each	\$3,000	\$9,000
42	Submersible Pump Guide Rail System (to match pump)	180	L.F.	\$75	\$13,500
43	Submersible Pump 8" Base Elbow	3	Each	\$4,220	\$12,660
44	Submersible Pump Base Plate (For 8" Pump)	3	Each	\$1,700	\$5,100
45	60-HP Submersible Pump	3	Each	\$0	\$0
46	#57 Rock on Geo Fabric	1	Lump Sum	\$1,800	\$1,800
47	Concrete Lift Station Pad Installation (6" thick w/ no.9 WWF)	660	SQ. FT.	\$18	\$11,880
48	New Concrete Driveway	40	SQ. YD.	\$125	\$5,000
49	Density Test	10	Each	\$125	\$1,250
50	Proctor Test	2	Each	\$400	\$800
51	Landscaping Including: - Remove and Replace Sea Grapes - Relocate 12" Oak Tree - Relocate (10) Up to 12" Palm Trees	1	LS	\$20,500	\$20,500
52	Remove and Replace Existing Concrete Sidewalk (6" Thick)	24	SY	\$100	\$2,400
53	Core Drill Wet Well	2	Each	\$1,500	\$3,000

Structural

54	Installation of New Generator Slab and Concrete Retaining Wall. Includes the following: - 10'-6" by 23'-6" Concrete Slab (6" nominal thickness w/ section of 20'-8" by 7'-5" thickened to 12"). Includes #5 Rebar Top and #5 Rebar Bot Thickened Section - 4'-8" by 23'-6" and 4'-8" by 10'-6" sections of Reinforced Concrete Footings (12" thick, #5 Rebar Top and Bot) - 34 Linear Feet of Cast in Place Retaining Wall (4'x8" w/ #5 Rebar) - 23'-6" of Face Mounted 1-1/2" Schedule 40/80 Aluminum Guard Rail System - 12 5/8"x4-1/2" SS 316 Anchors Bolts w/ nut & washer - 112 CY of Backfill Materials	1	LS	\$50,000	\$50,000
Electrical					
55	Disconnect Existing FPL Service and Connect New	1	LS	\$3,000	\$3,000
56	New Underground Power Service Raceway	1	LS	\$10,000	\$10,000
57	Metercan, Main Disconnect, ATS	1	LS	\$0	\$0
58	Lift Station Control Panel and Electrical Appurtenances (Labor Only). Includes: Control Panel, Junction Boxes, Transformers, etc.	1	LS	\$160,000	\$160,000
59	Lift Station Instrumentation	1	LS	\$9,500	\$9,500
60	Outdoor Generator with Sub-Base Fuel Tank & Sound Attenuated Enclosure Installation (Labor Only)	1	LS	\$12,000	\$12,000
61	New Conduits and Wire to Generator Includes: - 20 LF of 3/4" Conduit "Gensetkill" - 100 LF of #12 Wire "Gensetkill" - 25 LF of 3" Conduit "GENP" - 100 LF of #250 Wire "GENP" - 25 LF of #2 Wire "GENP" - 25 LF of 1" Conduit "GENC" - 325 LF of #14 Wire "GENC" - 15 LF of 3/4" Conduit "GEND" - 15 LF of 1" Conduit "MODBUS" - 330 LF of #14 Wire "GEND"	1	LS	\$5,000	\$5,000
62	Remove and Replace Existing DFS YAGI Antenna	1	EA	\$4,500	\$4,500
63	PLC Programming	1	LS	\$30,000	\$30,000
64	DFS added I/O and RTU Programming	1	LS	\$25,000	\$25,000
Subtotal					\$860,000

General Conditions (3%)	\$26,000
Mobilization, Bonds, and Insurance (3%)	\$26,000
Overhead (8%)	\$69,000
Subtotal	\$981,000
Profit (15%)	\$148,000

Subtotal	<i>\$1,129,000</i>			
<i>Contingency (0%)</i>	\$0			
Total Construction Cost	\$1,129,000		\$865,640.00	Hinterland's Original Contract Price
<i>Technical Services (0%)</i>	\$0		\$245,065.20	Change Order #6
			-\$282,818.50	Less Stored Materials
Total Project Cost	\$1,129,000	vs	\$827,886.70	*Hinterland current contract price less total stored materials + change order No. 6
			\$301,113.30	~\$300k difference to rebid almost all of that being tied to general conditions, bonds, insurance, and profit

Note:
 Cost does not include Emergency Generator, access road,
 or providing electrical power to the site.

- This Opinion of Probable Construction Cost is based on current construction cost information at
 the time it is prepared and does not include any escalation due to factors such as inflation, interest, cost of bonds,
 escalation of materials, market trends, etc.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
2500 JUPITER PARK DRIVE, JUPITER, FLORIDA
33458 (561) 747-5700 FAX (561) 747-9929

CHANGE ORDER

#6

DATE: September 12, 2023

PROJECT NAME: Lift Station #82 Rehabilitation

OWNER: Loxahatchee River Environmental Control District

CONTRACTOR: Hinterland Group, Inc.

THE FOLLOWING CHANGES: Relocation of the existing Town of Jupiter water main, removal and replacement of existing vegetation, new generator pad and retaining wall and associated electrical work, relocation of the Dataflow telemetry antenna, and associated site restoration including replacement of existing curb and asphalt milling and resurfacing.

JUSTIFICATION: All work as outlined above and as reflected in the attached pages is due to the required relocation of the generator. Due to the generator size, the generator cannot fit within in the existing easement. The only feasible location to install the generator requires the work outlined above and as provided in the attached pages. Please also refer to the HCE memorandum dated September 12, 2023 for further explanation.

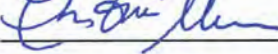
CHANGE TO CONTRACT PRICE:

Original CONTRACT PRICE:	\$865,640.00
Current Contract Price	\$885,343.55
Contract Price due to this Change Order will be <i>INCREASED</i> by:	\$245,065.20
The New Contract Price including this Change Order will be:	\$1,130,408.75

CHANGE TO CONTRACT TIME:

Final completion for the contract has been extended 487 days to August 12, 2024.

APPROVED BY CONTRACTOR:  _____ 8/13/23
DATE

APPROVED BY ENGINEER:  _____ 9/14/23
DATE

APPROVED BY OWNER: _____
LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT DATE



Change Order Proposal

To: Loxahatchee River District
 Attn: Kris Dean
 Email: Kris.Dean@lreccd.org

Date: 10/17/2022
 Change Order: 5
 Revised: 7/25/2023

Project: Lift Station 82 Rehabilitation

LS #82

Description: Remove/Relocate Palm trees from the west side of the station. Remove and disposal of all Seagrape around the site. Build new concrete generator pad and concrete slab around it. Additional Electrical work. Furnish and Install Antenna Tower for the Existing RTU.

Labor

Item #	Description	QTY	Unit	Unit Price	Extended Price	Additional Days
1	Crew Rate to Remove Seagrape Vegetation	4	HR	\$ 550.00	\$ 2,200.00	
2	Crew Rate Gen Slab Grading	24	HR	\$ 550.00	\$ 13,200.00	
3	Crew Rate Additional Electrical Work	8	HR	\$ 450.00	\$ 3,600.00	
4	Mechanical Crew Rate (Spools installation & Additional underground pipe installation)	8	HR	\$ 550.00	\$ 4,400.00	
5	Mechanical Crew Rate (Watermain Re-route)	56	HR	\$ 550.00	\$ 30,800.00	
6	Crew Rate (Railing Installation)	8	HR	\$ 550.00	\$ 4,400.00	
Sub-Total :					\$ 58,600.00	
Markup (15%):					\$ 8,790.00	
Labor Total :					\$ 67,390.00	

Equipment

Item #	Description	QTY	Unit	Unit Price	Extended Price	Additional Days
1	Concrete Pump (Footing, Retaining Wall & Slab)	3	EA	\$ 1,200.00	\$ 3,600.00	
2	Dump Truck	32	HR	\$ 150.00	\$ 4,800.00	
3	Disposal	1	LS	\$ 1,500.00	\$ 1,500.00	
4	MOT	1	LS	\$ 4,500.00	\$ 4,500.00	
5	Concrete Pump for Grouting	1	LS	\$ 1,200.00	\$ 1,200.00	
6					\$ -	
Sub-Total :					\$ 15,600.00	
Markup (15%):					\$ 2,340.00	
Equipment Total :					\$ 17,940.00	

2051 W. BLUE HERON BOULEVARD, RIVIERA BEACH, FL 33404
561-640-3503 OFFICE 561-640-3504 FAX
CGC1520354 CUC1224634 CBC1255077 EC13003615

Materials

Item #	Description	QTY	Unit	Unit Price	Extended Price	Additional Days
Generator Modifications						
1	Backfill Material	112	CY	\$ 35.00	\$ 3,920.00	
2	5/8"x4-1/2" SS316 Anchors Bolts w/nut & washer	12	EA	\$ 45.00	\$ 540.00	
3	3/4" Conduit, "Gensetkill"	20	LF	\$ 1.65	\$ 33.00	
4	#12 Wire, "Gensetkill"	100	LF	\$ 0.25	\$ 25.00	
5	3" Conduit, "GENP"	25	LF	\$ 15.00	\$ 375.00	
6	#250 Wire, "GENP"	100	LF	\$ 6.85	\$ 685.00	
7	#2 Wire, "GENP"	25	LF	\$ 2.25	\$ 56.25	
8	1" Conduit, "GENC"	25	LF	\$ 2.20	\$ 55.00	
9	#14 Wire, "GENC"	325	LF	\$ 0.20	\$ 65.00	
10	3/4" Conduit, "GEND"	15	LF	\$ 1.65	\$ 24.75	
11	1" Conduit, "MODBUS"	15	LF	\$ 2.20	\$ 33.00	
12	#14 Wire, "GEND"	330	LF	\$ 0.20	\$ 66.00	
13 Mechanical Modifications						
14	14" FLGXFLG DIP 0'06" P401	2.00	EA	\$ 1,490.00	\$ 2,980.00	
15	14" Flange Kit Set	2.00	EA	\$ 210.00	\$ 420.00	
16	14"x20' DI Pipe	2.00	EA	\$ 3,300.00	\$ 6,600.00	
17	14" MegaLug	4	EA	\$ 175.00	\$ 700.00	
18	14" MJ Sleeve	1	EA	\$ 1,295.00	\$ 1,295.00	
19 Pipe Relocation						
20	10"x8" Tapping Sleeve, for A/C Pipe	1.00	EA	\$ 1,600.00	\$ 1,600.00	
21	8" Tapping Valve	1.00	EA	\$ 1,650.00	\$ 1,650.00	
22	Valve Box	1.00	EA	\$ 350.00	\$ 350.00	
23	8" PVC C900 Pipe	100.00	LF	\$ 27.00	\$ 2,700.00	
24	8" Bell Restraints	3.00	EA	\$ 115.00	\$ 345.00	
25	8"x45 Bend MJ, P401	2.00	EA	\$ 150.00	\$ 300.00	
26	8"x90 Bend MJ, P401	1.00	EA	\$ 185.00	\$ 185.00	
27	8" Cap MJ	2	EA	\$ 85.00	\$ 170.00	
28	8" MJ Sleeve	1	EA	\$ 195.00	\$ 195.00	
29	8" MegaLug	10	EA	\$ 88.00	\$ 880.00	
30	Ball Markers	7	EA	\$ 20.00	\$ 140.00	
31	Deadman 2.5'x2.5'x2.5'	1	LS	\$ 3,600.00	\$ 3,600.00	
32	Trench Asphalt	25	Ton	\$ 225.00	\$ 5,625.00	
33	Limerock/Backfill Material	72	CY	\$ 35.00	\$ 2,520.00	
34	Grout to Abandon Existing 8" WM (short load)	1	LS	\$ 1,200.00	\$ 1,200.00	
35	8" MJ Split Restraint Gland	2	EA	\$ 130.00	\$ 260.00	
36	8"x1" Service Saddle, Double Strap	1	EA	\$ 120.00	\$ 120.00	
37	1" CorpStop	1	EA	\$ 85.00	\$ 85.00	
38	1" Brass Plug	1	EA	\$ 4.50	\$ 4.50	
39	1" PolyPipe	100	LF	\$ 0.75	\$ 75.00	
40	1" Male Adapter PJxM (CTS PolyPipe)	2	EA	\$ 28.00	\$ 56.00	
40	1" SS Insert CTS	2	EA	\$ 2.50	\$ 5.00	
41	1" Ball Valve, FNPTxFNPT	1	EA	\$ 130.00	\$ 130.00	
42	1" Sch 40 Pipe	20	LF	\$ 1.60	\$ 32.00	
43	1" Male Adapter PVC Sch 40	1	EA	\$ 0.85	\$ 0.85	
44	1"x90 Bend PVC Sch 40; SxS	2	EA	\$ 0.95	\$ 1.90	

45	8"x2" Service Saddle, Double Strap w/ IPS Threads	2	EA	\$ 127.00	\$ 254.00	
46	2" Curb Stop, FORD B81-777-NL	2	EA	\$ 506.00	\$ 1,012.00	
47	4-1/2" Valve Box	2	EA	\$ 142.00	\$ 284.00	
48	2" Sch 40 Pipe	20	LF	\$ 2.55	\$ 51.00	
49	2"x90 Bend PVC Sch 40; SxS	3	EA	\$ 2.90	\$ 8.70	
50	2" Male Adapter PVC Sch 40	8	EA	\$ 1.85	\$ 14.80	
51	2"x2" Tee PVC Sch 40; SxS	1	EA	\$ 3.65	\$ 3.65	
53	2" Double Check BFP	1	EA	\$ 655.00	\$ 655.00	
54	2"x1/2" Bushing Reducer	1	EA	\$ 18.50	\$ 18.50	
55	1/2" brass Tee, Threaded	1	EA	\$ 5.00	\$ 5.00	
56	1/2" Ball Valve, Brass FNPTxFNPT	2	EA	\$ 55.00	\$ 110.00	
57	1/2"x3" Threaded Brass Nipple	3	EA	\$ 4.50	\$ 13.50	
58					\$ -	
Sub-Total :					\$ 42,533.40	
Tax (7%)					\$ 2,977.34	
Markup (15%):					\$ 6,826.61	
Materials Total :					\$ 52,337.35	

Sub-Contracts

Item #	Description	QTY	Unit	Unit Price	Extended Price	Additional Days
1	Tree Removal (Oak Tree) & Relocate/Replace (10 Palm Tree);Furnish & Install Sea Grapes	1	LS	\$ 17,100.00	\$ 17,100.00	
2	Data Flow Systems (Antenna Relocation)	1	LS	\$ 6,784.87	\$ 6,784.87	
3	Asphalt Milling and Resurfacing	1	LS	\$ 23,872.80	\$ 23,872.80	
3	Concrete Works (Retaining Wall & Generator Slab)	1	LS	\$ 39,107.00	\$ 39,107.00	
4	Aluminum Railings	1	LS	\$ 7,089.00	\$ 7,089.00	
5	Surveyor	1	LS	\$ 1,200.00	\$ 1,200.00	
6	Linestop & Tap (3day assumed)	1	LS	\$ 6,180.00	\$ 6,180.00	
7	Bac-t's Test	1	LS	\$ 950.00	\$ 950.00	
8					\$ -	
Sub-Total :					\$ 102,283.67	
Markup (5%):					\$ 5,114.18	
Sub-Contractors Total :					\$ 107,397.85	

Labor, Equipment, Materials & Sub's

Grand Total =	\$ 245,065.20	487
----------------------	----------------------	------------

Note:

- 1 - The days were counted taking into consideration the ETA provided by the supplier at this time. Given the uncertainty of the market, we reserve the right to request additional time if delays arise beyond our control.

Best Regards,

Kervin Flores-Garcia
Project Manager

2051 W. BLUE HERON BOULEVARD, RIVIERA BEACH, FL 33404
561-640-3503 OFFICE 561-640-3504 FAX
CGC1520354 CUC1224634 CBC1255077 EC13003615



ESTIMATE

Kiel Tree Service Inc.
 13060 Bryan Road
 Loxahatchee, FL 33470
 Phone: 561-723-9929

DATE: NOVEMBER 30, 2022

BILL Mramirez@hinterlandgroup.com
 TO

ORDER DATE	ORDER NUMBER	JOB
		59 US-1 North Jupiter

ITEM #	DESCRIPTION	QUANTITY
1	Remove (1) Oak Tree and Grind Stump	
2	Remove Sea Grape Hedge	
3	Remove (10) Sable Palm Trees and Grind Stumps	
4	Cleanup and Remove All Included Vegetation Debris	
5	Install (10) New Sable Palm Trees	
6	Install New Sea Grape Hedge Surrounding Lift Station	
	Total >>>>>	\$15,100.00
	Dig Out (10) Sable Palm Tree Root Bals and Remove All Debris	\$2,500.00
	We are not responsible for any Underground Utility damage. We will call 811 – Locates and take all necessary precautions to avoid issues	

Terms: Payment is due within thirty (30) days of completion. Kiel Tree Service is not responsible or liable for any unforeseen circumstances.

Thank you for your consideration. We look forward to hearing from you!



**QUOTE NO. 221117-03-RW
LIFT STATION #82 REHABILITATION
LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
NOVEMBER 17, 2022**

Thank you for this opportunity to offer our products and services for the above referenced project. This quote considers the following:

- As requested, this quote provides for only the provision and installation of the DFS antenna system only.

All products offered are compatible with LRECD’s existing TAC II SCADA system. This quotation includes, and is limited to, the following. Should you have any questions or require additional information, please contact me at 321-259-5009.

Sincerely,

Data Flow Systems, Inc.

Randy E. Wyatt

Inside Sales Manager

Email: randy@dataflowsys.com

BILL OF MATERIAL & SERVICES:

- (1) Complete Antenna Subsystem & Services, includes:\$5,467.00
 - (1) 21’ Tower Assembly
 - (1) RTA411 Antenna & Coaxial Cable Assembly
 - (1) Antenna Subsystem Installation Services

WORK TO BE PERFORMED BY DFS:

1. DFS will install the Tower/Antenna Subsystem.
2. No services for the existing RTU are provided.

WORK TO BE PERFORMED BY THE CONTRACTOR:

1. It is the responsibility of the contractor to coordinate tower location with the owner/engineer. It should be installed within 15’ of the control panel to minimize coaxial cable length. The antenna subsystem requirements are based on our radio study report.
2. Conduit for tower/antenna coax cable. This conduit shall be 1” minimum and routed from base of proposed tower installation to DFS RTU panel for coaxial cable. All bends shall conform to NEC for smooth radius (lead sheath) bends 11” min. No LB’s or right angle fittings are permitted on this conduit.
3. Contractor must schedule DFS tower installation services prior to the application of any shell and/or rock at the site, otherwise contractor is responsible for keeping a 6’ x 6’ area clear for the tower foundation.
4. **Grounding and Bonding of the antenna tower, tower ground rod, RTU and Power Utilities ground rod is the responsibility of others. The grounds lugs and taps for all must be bonded together using a continuous single 6 AWG solid bare copper wire. Improper grounding will void the DFS lightning and**

surge warranty. A DFS grounding procedure is available online at <https://www.dataflowsys.com/wp-content/uploads/2021/01/DFS-RTU-Grounding-Procedure.pdf>

5. All required underground locate information must be provided before DFS installation services can be scheduled. DFS will provide an underground locate information form. The Contractor will be the underground locate Point of Contact. The Contractor must provide a contact name and phone number for use by locate services should they need to gain access to a secured construction area or are unable to find the site based on locate info provided by Contractor.
6. Demolition, removal and/or relocation of existing equipment where required.
7. Any required permitting and associate fees.

PRICING & TERMS:

This quotation totals \$5,467.00. Pricing assumes credit approval by DFS and is based on DFS's General Terms & Conditions Governing Quotations and Performance. Partial billing may occur as individual services are completed. Lead time is 8-10 weeks after receipt of order, or after approved submittal if required. Please review the Quotation Notes listed below. This quotation will be honored for 90 days.

QUOTATION NOTES:

1. Only those items and services specifically listed above are included in this quotation.
2. Please note that lead times may be affected by product/material availability.
3. Lead time for submittal, if required, is 30 days after receipt of the order.
4. Pricing includes all applicable taxes. If you are tax-exempt, notify DFS and the pricing in the contract documents will reflect the removal of taxes. A copy of your tax-exempt certificate will be required.
5. Pricing assumes credit approval of the purchaser by DFS and is based on DFS's General Terms & Conditions Governing Quotations and Performance. These Terms and conditions may be viewed by visiting our website at <https://www.dataflowsys.com/wp-content/uploads/2022/03/DFS-GENERAL-TERMS-CONDITIONS.pdf>
6. While DFS is willing to consider the Purchasers' requests for alternate terms and conditions, the adoption of such terms and conditions will be at the sole discretion of DFS and will make necessary a commensurate adjustment in quoted price.
7. Worksite(s) must be accessible by DFS vehicles and DFS crews must have access to work site(s) to perform work during all daylight hours, seven (7) days a week excluding holidays.
8. All items shipped will be billed at the time of shipment. Delivery is included with installation services.
9. DFS imposes a surcharge of 3.5% (which is not greater than our cost of acceptance) on the transaction amount on all invoices for which payment is remitted via MasterCard and/or Visa credit card products.
10. This quotation does not include bonding, any required permitting, sealed drawings, or associated fees.
11. This quotation stipulates that DFS' existing insurance provider(s) and policy coverage are acceptable to the Purchaser. DFS insurance information can be downloaded at <https://www.dataflowsys.com/wp-content/uploads/2022/04/ACORD-Form-COI-thru-3-31-2023.pdf>
12. DFS prefers the adoption of our Agreement of Sale as the contract that will establish the terms under which DFS will participate in this project.
13. **Due to the implementation of the Trihedral VTSCADA Software package, DFS is unable to provide the following services: antenna alignment fine-tuning procedure, configuration of RTU into the system, RTU point-by-point verification at the central site, and RTU screen generation. Our services are now limited to only those which we can perform at the RTU location. Please note that we are now unable to dial into the system to perform remote diagnostics and troubleshooting. Any service-related visit to the RTU location will be invoiced unless the visit is a direct result of our provided material or workmanship,**

which is warranted for a period of one year following installation.



QUOTE NO. 221201-01-RW
LIFT STATION NO. 82 RTU EVALUATION
LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
DECEMBER 1, 2022

Thank you for this opportunity to offer our products and services for the above referenced project. This quote considers the following:

- DFS will provide one trip for a DFS technician to evaluate the existing DFS RTU at the referenced site. DFS will perform all required testing services and a visual inspection. A report will be generated and provided with our findings and recommendations.

All products offered are compatible with LRECD's existing TAC II SCADA system. This quotation includes, and is limited to, the following. Should you have any questions or require additional information, please contact me at 321-259-5009.

Sincerely,

Data Flow Systems, Inc.

Randy E. Wyatt

Inside Sales Manager

Email: randy@dataflowsys.com

BILL OF MATERIAL & SERVICES: \$874.00

- (1) Onsite Testing & Evaluation Services, includes
 (1) Report of Findings & Recommendations

WORK TO BE PERFORMED BY THE CONTRACTOR:

1. Make site available when work is scheduled, and have personnel available to operate system as needed when DFS work is scheduled.
2. All required underground locate information must be provided before DFS installation services can be scheduled. DFS will provide an underground locate information form. The Utility will be the underground locate Point of Contact. The Utility must provide a contact name and phone number for use by locate services should they need to gain access to a secured area or are unable to find the site based on locate info provided by Utility.

PRICING & TERMS:

This quotation totals \$874.00. Pricing assumes credit approval by DFS and is based on DFS's General Terms & Conditions Governing Quotations and Performance. Partial billing may occur as individual services are completed. Lead time is 8-10 weeks after receipt of order. Please review the Quotation Notes listed below. This quotation will be honored for 90 days.

QUOTATION NOTES:

1. Only those items and services specifically listed above are included in this quotation.

2. Please note that lead times may be affected by product/material availability.
3. All applicable taxes must be added to the quotation total. All prices are subject to increases by the amount of any sales, excise, or other tax levied or charged by any governmental agency and are subject to price adjustment in the amount expended by DFS in compliance with any governmental action.
4. Pricing assumes credit approval of the purchaser by DFS and is based on DFS's General Terms & Conditions Governing Quotations and Performance. These Terms and conditions may be viewed by visiting our website at <https://www.dataflowsys.com/wp-content/uploads/2022/03/DFS-GENERAL-TERMS-CONDITIONS.pdf>
5. While DFS is willing to consider the Purchasers' requests for alternate terms and conditions, the adoption of such terms and conditions will be at the sole discretion of DFS and will make necessary a commensurate adjustment in quoted price.
6. Worksite(s) must be accessible by DFS vehicles and DFS crews must have access to work site(s) to perform work during all daylight hours, seven (7) days a week excluding holidays.
7. DFS imposes a surcharge of 3.5% (which is not greater than our cost of acceptance) on the transaction amount on all invoices for which payment is remitted via MasterCard and/or Visa credit card products.
8. This quotation does not include bonding, any required permitting, sealed drawings, or associated fees.
9. This quotation stipulates that DFS' existing insurance provider(s) and policy coverage are acceptable to the Purchaser. DFS insurance information can be downloaded at <https://www.dataflowsys.com/wp-content/uploads/2022/04/ACORD-Form-COI-thru-3-31-2023.pdf>
10. DFS prefers the adoption of our Agreement of Sale as the contract that will establish the terms under which DFS will participate in this project.
11. **Due to the implementation of the Trihedral VTSCADA Software package, DFS is unable to provide the following services: antenna alignment fine-tuning procedure, configuration of RTU into the system, RTU point-by-point verification at the central site, and RTU screen generation. Our services are now limited to only those which we can perform at the RTU location. Please note that we are now unable to dial into the system to perform remote diagnostics and troubleshooting. Any service-related visit to the RTU location will be invoiced unless the visit is a direct result of our provided material or workmanship, which is warranted for a period of one year following installation.**



S/WBE - M/WBE
400 EXECUTIVE CENTER DR. STE 210
WEST PALM BEACH, FL 33401
(561) 588-6681

PROPOSAL

March 9, 2023

TO: Hinterland Group, Inc.
2051 W Blue Heron Blvd.
Riviera Beach, FL 33404

Project: Lift Station #82 Rehabilitation

ITEM #	BID ITEM: FURNISH AND INSTALL	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Mobilization	1	LS		\$1,500.00
2	Mill Existing Asphalt 1"	316	SY	\$33.85	\$10,696.60
3	Furnish & Place 1" Asphaltic Concrete Wearing Surface, Type SP 9.5	316	SY	\$36.95	\$11,676.20
TOTAL:					\$23,872.80

***SEE SPECIAL CONDITIONAL SHEET
IF QUANTITY DECREASES BY 15% UNIT PRICES MAY INCREASE**

***ON SITE ONLY**

**** NO STRIPING INCLUDED**

Meagan Martin
Estimating Department



SPECIAL CONDITIONS

PROJECT: LS 82

<u>EXCLUDES</u>	<u>INCLUDES</u>	<u>NOT APPLICABLE</u>	
X	_____	_____	Bond
X	_____	_____	Permit Fees
X	_____	_____	Density Tests & Proctors
X	_____	_____	Maintenance of Traffic
X	_____	_____	Layout, Record Drawings, As-Builts
X	_____	_____	Clearing and Grubbing
X	_____	_____	Fill material on site or off site
X	_____	_____	Removal of unsuitable material: muck, cap rock
X	_____	_____	Stabilization
X	_____	_____	Concrete
X	_____	_____	Drainage, water & sewer
X	_____	_____	Irrigation
X	_____	_____	Landscaping, sod seed/mulch, no Handwork in planters
X	_____	_____	Striping Paint or Thermo
X	_____	_____	Liquidated damages

Note: Prices Good For 30 Days

CGC:1522087

Estimate Proposal

Proposal Date: 3-23-23

From:	Leaf Lammens
Company:	ACEM Construction Group LLC
Address:	1338 SW Evergreen Ln
City, State, Zip:	Palm City, FL, 34990
Phone:	561-801-2404
Email:	leaflammens@hotmail.com

Submitted To:	Kervin Garcia
Company:	Hinterland Group
Project:	Lift Station #82 Rehab
Address:	Jupiter Near Beals Outlet
City, State, Zip	Jupiter FL
Phone:	

ACEM Construction would like to thank you for this opportunity to bid this project for you. We are pleased to quote the following labor, equipment, and materials necessary to complete proposed scope in accordance with the plans drawn by Holtz Consulting Engineers for project listed above. This estimate is based on plans dated 8-5-22. Any changes after that date are not included in this estimate. It is the Contractor's responsibility to notify ACEM Construction immediately of such changes for the protection of both parties. This proposal is subject to exclusions that are listed below.

Scope Of Work:

Foundation

- Excavate for Footing, all major site work by Site Contractor
- Foundation Formwork
- Foundation prep - installation of hardware and accessories required by plans (wire mesh, visqueen, chairs, rebar, etc.)
- Pump, place and finish - concrete as per plans
- Strip formwork
- All equipment, labor and material for the completion of (above listed) Foundation Work according to plans are included.
- Notes:
 - Supply and install 38' of 48"x12" Cont. Footing
 - Supply and install 251sf of 12" Structural Generator Slab
 - Supply and install 248sf of 6" WWM Drive Way & Apron
 - Supply and install 6" Replacement Slab w/ WWM around existing sump/pump shafts/vaults
 - As per P-3, D-2, S-1 to S-3, Specifications For Cast In Place Concrete

Beam

- Formwork for 8" CIP Wall
- Beam prep - installation of hardware and accessories required by plans (rebar, slab bolsters, hangers, drill ties, bar ties, roof tie downs, etc.)
- Pump, place and finishing of 8" CIP Wall
- Strip formwork
- All equipment, labor and material for the completion of (above listed) Beam Work according to plans are included.
- Notes:
 - Supply and install 35' of 8" CIP Wall for Generator
 - As per P-3, D-2, S-1 to S-3, Specifications For Cast In Place Concrete

Total Shell = \$39,107.00

Exclusions

- Dumpster
- Demolition (unless otherwise noted)
- Survey
- Concrete Testing / Soil Report
- Fill / Site Work (all sitework and foundation prep by site contractor)
- Door & Window Bucks
- Waterproofing
- Pre-engineered Trusses (unless otherwise noted)
- Epoxy Rebar
- Permitting
- All waterstop and waterproofing
- Plumbing Trenching / Re-pours
- Plumbing Disconnects Capping
- Dewatering
- Stainless Steel (unless otherwise noted)
- Vegetation Removal
- Material escalation
- Stairs
- Red Iron & any fasteners associated
- Embeds
- All sleeving for piping to be provided by GC
- Asphalt
- Fasteners/Anchor Bolts/Epoxy
- Precast Wells

General Requirements

- As a licensed and insured Subcontractor ACEM Construction Group agrees to furnish supervision, labor and all material needed for the shell construction phase of your project, in accordance with the plans and specifications prepared by the architect, engineer, and GC for project as noted in this proposal
- After notification of ACEM Construction Group, GC shall schedule all inspections, with all inspections for work in place to be supervised by ACEM Construction Group. All necessary paper work for inspections shall be furnished by the GC
- GC shall carry 100% of builders risk and is responsible for all damage to work by vandalism, violence, weather, etc.
- ACEM Construction Group shall remove its trash daily and place in containers provided by GC. Excess material shall be stored neatly and properly in location agreed to by GC Field Representative
- GC to provide temporary facilities, i.e. port-o-lets, parking passes, and temp power
- GC to provide all site work, pad grading, and soil testing. Pad grade to be +/- 2" clean and ready for foundation work
- GC shall provide all testing and submit a copy of all testing to ACEM Construction Group
- Any work not included in this proposal shall be executed through change orders. General labor will be set at \$55 per man hour (general labor), \$65 per man hour (supervision), and material at cost plus 15%
- ACEM Construction Group guarantees its work for (1) year from Certificate Of Occupancy and as provided pursuant to the Florida Statue Section 718.203. ACEM Construction Group warranty obligation under this contract shall at no time exceed the amount of this shell contract in which a construction defect claim is made. ACEM Construction Group and its obligation to defend and indemnify GC under this agreement or otherwise, shall be null and void in the event the GC, or its assigns, fail to timely notify ACEM Construction Group of the claim and provide ACEM Construction Group a reasonable opportunity to repair or replace its work and correct any resulting damage.
- In the event ACEM Construction Group encounters any obstacles during the excavation process, (as outlined in our typical scope of work) such as Cap Rock or any other obstruction, further excavation and any added equipment will be charged as an Extra Work Order.
- Proposal is good for 30 days. All price increases will be passed directly to GC/Owner

Acceptance of proposal:

The above prices, specifications and conditions are satisfactory and hereby accepted.

You are authorized to do the work as specified above.

Authorized Signature: _____

Date of acceptance: _____



D.B.A. South Florida Aluminum

March 02, 2023

Hinterland Group, Inc.
2051 W Blue Heron Blvd
Riviera Beach, FL 33404
(561) 640-3503

**LOXAHATCHEE RIVER DISTRICT LIFT
STATION
LOXAHATCHEE RIVER DISTRICT LIFT
STATION #82 REHABILITATION
LOXAHATCHEE RIVER DISTRICT**

PROJ#: JA1326

Attention: Christian Cancio

J.A. Custom Fabricators, Inc., is pleased to provide this cost estimate to furnish, fabricate, paint, deliver, and install unless noted otherwise, the following:

- (Appx. 22 L.F.) Custom made Aluminum Railing @ 42" Tall, includes includes 2" SCH 40 Top Cap Horizontal double Railing, 2" SCH 80 vertical post, 1-1/4 SCH 40 Sleeve Connectors, TSM-1.50 Side Mount, Neoprene Pad, and 1/2" x 5-1/2" 316 Stainless Steel Wedge Anchor, Clear Anodizing Finish, as per plans submitted (LRD LS 82 Railing) (\$4,889.00)
- Lead Time: Eight to Ten Weeks due to supply chain shortage.

**For the Lump Sum of (Four Thousand Eight Hundred Eighty Nine) Dollars and
Zero Cents
(\$4,889.00)**

This proposal is valid for 30 calendar days, after this period the new value will be calculated, due to the continuous increase of supply chain prices.

Qualifications:

1. E.S.P. Powder coat finish in Standard color (Black, White, Silver and Bronze) is included on all products, should a custom color finish be required it will incur an additional cost of **\$1,700.00** per custom color match (not reflected in total above).
2. JA Custom Fabricators warrants that all materials, labor and/or systems furnished shall be free of defect for a period of ONE (1) YEAR for workmanship and systems from date of completion.
3. Any incurred expense for insurance requirements over \$2,000,000.00 for general liability and 100,000.00/300,000.00 for auto will be added to the contract. Also, to be listed as additionally insured will be a one-time extra cost of **\$500.00**.
4. Others are to provide adequate roads into and through the site for the safe delivery and operation of cranes and trucks.
5. All work will be in accordance with standard industry practice and of a good workmanlike quality.
6. All welding will be prepared in accordance with State, County and JACFI standard welding practice.
7. Shop drawings will be prepared in accordance with job requirements and State, County and JACFI standard shop practice.
8. Fourteen days are allowed for shop drawing approval turnaround.
9. Seller will maintain workmen's compensation insurance as required by law and public liability in such limits may be agreed upon between buyer and seller. Buyer shall provide all other forms of insurance that shall protect the Sellers against loss of or damage to the work performance and material delivered to the site.
10. A 50% deposit is required prior to the start of any work.

1

1230 Wingfield Street, Lake Worth FL 33460
Office 561-615 4680 – 561-585 5927 - Fax 561-585 0819
info@jacf.us / www.jacustomfab.us



D.B.A. **South Florida Aluminum**

11. Payments shall all be considered to be due and shall be paid at the time specified, regardless if the final settlement for the structure as a whole, of payments from any other entity.
12. Should the buyer fail to pay as agreed, then the seller may suspend the work until payment is made satisfactory guarantee given that future payments will be made as agreed.
13. Amounts past due shall bear interest at the maximum lawful rate.
14. Price and schedule subject to: prior sale; current availability and price of materials, and terms and conditions contained herein. Should any of the foregoing be changed by market conditions of contract, then price and schedule may also change.
15. Should work be ordered to proceed prior to the execution of a contract for the same, this proposal shall become the contract, with or without buyer's signature acceptance, for the work described herein and without modification unless acknowledged by seller in writing.
16. Any disputes arising out of this contract will be governed by the laws of the state of Florida and in the event that any lawsuit is commenced. Venue shall be in Palm Beach County.
17. In the event of the breach of any provision of this contract, J.A. Custom Fabricators reserves the right to take all reasonable, legal steps, including entry onto the buyer's premises for purposes of removal of any and all materials supplied by J.A. Custom Fabricators.
18. In the event any provisions of this contract are deemed to be unenforceable under Florida Law, said provisions shall be deemed stricken from the contract and the remaining terms and conditions shall remain in full force and effect.
19. THIS PROPOSAL IS VALID FOR 30 DAYS FROM DATE OF THIS PROPOSAL, AFTER WHICH IT IS SUBJECT TO CONFIRMATION BY SELLER.

EXCLUSIONS:

1. All materials or services not specified mentioned above.
2. Engineering, permits, inspections test or testing field surveys and any costs associated therewith.
3. Demolition and/or shoring.
4. Placement of anchor bolts or any cast in concrete embeds
5. Fasteners and holes for other trades.
6. Special paint.
7. Any and all materials that may be necessary to complete the structure if not shown on the project plans or called for in the project specifications.
8. Liquidated damages.
9. Cutting, drilling and patching the work of other trades or our own work for the accommodation of other trades unless such is specified as part of our work and shown on the project plans.
10. Safety railings for fall protection from any level of the structure or at any opening within the perimeter of the structure.

Sincerely,

Jorge A. Angel
J.A. CUSTOM FABRICATORS, INC.



Please sign and return



Quote Number
RTS23-0911MX

Rangeline Is The Lifeline For Your Pipeline

March 9, 2023

Quote No. RTS23-0911MX

**Please Return
Signed Quote
To Schedule**

Hinterland Group, Inc.
kflores@hinterlandgroup.com
Attn: Kervin Flores-Garcia
Phone: (561) 640-3503

Re: (1) 8" Tap (1) 8" Single Line Stop – HG# 20-0335-00 LRD – Lift Station #82 Rehab – Jupiter, Florida
Rangeline Tapping Services, Inc. will provide **Stainless-Steel Line Stop fittings**, unless otherwise specified and perform the following:

Unit	Size	Pipe Type	Single Line Stop Water Main (80 PSI or less)	TOTAL	Line Stop Equipment Overnight charges After 7PM on 2 nd Calendar Day "When Equipment is on the Pipe"
1	8"	AC	\$4,680.00	\$4,680.00	\$500.00 Per day

Note: Rangeline cannot guarantee a 100% shutdown due to debris, mineral deposits, solids and/or sediments in the pipe.

Rangeline will perform the following Wet Taps:

Unit	Size	Pipe Type	Non-Standard Service Notes	Test & Tap	TOTAL
1	10" x 8"	AC WM	N/A	\$500.00	\$500.00

Prices are based on the following below:

- If the project is cancelled after NON-AIS(standard) materials are ordered, there will be a restocking fee.
- When equipment is placed on the pipeline system, whether the linestop is in the main or not, per day charges will apply.
- Please allow (7 - 14 days) notice for scheduling **after receipt of materials** to ensure availability. **Projects that require shorter lead times may incur additional charges.**
- **AC/CIP pipe applications contractor must encase each line stop fitting in concrete.**
- If the type of pipe changes from what we have quoted above, prices and scheduling may vary. Contractor or Municipality is responsible for verifying the type of pipe and it's O.D.
- Price includes "Sales Tax" on supplied material.
- Rangeline may require a pre-construction meeting prior to scheduling any services.
- **Normal daytime hours (7:00AM- 7:00 PM EST) Monday through Friday. Technician(s) will have a \$250.00 per hour after hours charge, portal-to-portal. Additional Expenses will be charged at our cost plus 20%.**
- Rangeline will allow **(3) Mobilizations/De-Mobilizations** to the jobsite **per single line stop** and **(1) Mobilization/De-Mobilization** to the jobsite **per wet tap**. Additional trips will be \$450.00 per trip. Mobilization charges are applied when the technician leaves the shop or jobsite to start or after completion of the project.
- If Rangeline arrives at the jobsite to perform scheduled work that does not get performed, through no fault of Rangeline Tapping Services, an additional trip charge will be charged regardless of the number of Mobilizations allowed for the scheduled work.
- Canceling a scheduled project after the technician(s) have left the shop will result in a Cancellation Fee, please refer to Terms and Conditions #13 (Page 4). This includes weather related cancellations.

Rangeline Tapping Services, Inc.

Main Office ♦ (800) 346-5971

7256 Westport Place, Suite A
West Palm Beach, FL 33413
(561) 683-0910 ♦ (561) 683-0912

1997 42nd Street NW
Winter Haven, FL 33881
(863) 701-7063 ♦ (863) 701-7069

3415 Denver Drive
Denver, NC 28037
(800) 346-5971 ♦ (910) 262-2941

13168 Highway 105 E
Conroe, TX 77306
(936) 445-2171 ♦ (936) 264-9108



Quote Number
RTS23-0911MX

Rangeline Is The Lifeline For Your Pipeline

- Rangeline will allow each Line Stop to be left **in place for (2) calendar day(s)** or less. Each additional day will be charged as noted above including weekends. Limited to no more than 14 days from original quoted scope. Any days needed past the 14th additional day will require an approved changed notice before proceeding or equipment will have to be removed on the 14th day. The Change Order must be received by Rangeline prior to the 14th day.
- Stand-by charges will be billed at \$150.00 per hour / per technician during normal daytime hours and \$250.00 per hour / per technician during afterhours.
- Stand-by charges for equipment on the truck from portal-to-portal at \$500.00/per day.
- Pricing includes a standard 15-minute pressure test of all tapping sleeves and line stop fittings. If the pressure test is required to be longer than 15 minutes, additional charges will be billed at \$150.00 per hour. When customer installs material and it does not pass the standard 15-minute pressure test, all Rangeline labor will be billed at \$150.00/hr.
- **I have read and understand the conditions on which these prices are based upon. (Initials) _____**
This is a 4-page proposal. Please read it in its entirety, then sign and return page 4 prior to scheduling work. Please see the attached page for the customer's responsibility.

Additional charges may be added for ID badges, security check-in or job postponements due to site events.

Above costs do not include office expense for extensive contract agreements.

Sub-Contract agreements (when required) must be received by Rangeline Tapping Services, Inc. prior to starting work. Rangeline will not be responsible for meeting any requirements stated in a Sub-Contract agreement after the proposed work has begun.

Certificates of insurance with contractor as a certificate holder can be provided at no cost. Adding contractor as additional insured cannot be done unless we have a written contract with your company. Coverage required above the limits of our policy is not included.

Quotation is valid for 30 days.

No retainage allowed.

If you have any questions, please feel free to contact our sales team in your region listed below:

Atlantic Regional Manager
Mike Mainelli
(407) 314-4878 mike@rangeline.com

National Inside Sales Manager
Brian Marks
(205) 625-3233 brian@rangeline.com

South Florida Sales Representative
Maxx Moore
(561) 301-6577 Maxx@Rangeline.com

Vice President of East Coast Sales
Timothy Smith
(910) 262-2941 tim@rangeline.com

National & International Sales
Greg Foushi
(407) 453-1060 greg@rangeline.com
Rangeline Tapping Services, Inc.
Main Office ♦ (800) 346-5971

7256 Westport Place, Suite A
West Palm Beach, FL 33413
(561) 683-0910 ♦ (561) 683-0912

1997 42nd Street NW
Winter Haven, FL 33881
(863) 701-7063 ♦ (863) 701-7069

3415 Denver Drive
Denver, NC 28037
(800) 346-5971 ♦ (910) 262-2941

13168 Highway 105 E
Conroe, TX 77306
(936) 445-2171 ♦ (936) 264-9108



Quote Number
RTS23-0911MX

Rangeline Is The Lifeline For Your Pipeline

CUSTOMER IS RESPONSIBLE FOR THE FOLLOWING:

- Flow rates of 1 ft/sec for Single position Line Stops or 2 ft/sec for Double position Line Stops shall not be exceeded while Line Stop heads are inserted. If the flow rates are higher than the above noted rates, the flow will need to be lowered. These rates and flow direction will need to be confirmed by the customer, owner, and/or engineer before any Line Stop heads are inserted. Rangeline will not be held liable for misinformation concerning flow rates, flow direction or water forces within the piping which causes damage to the piping system. Owner and/or Engineer is responsible for all proper information. Flow Rate must be measured at the point of the line stop location. **Please be advised that “NOT” knowing the flow direction or the feet per second conditions during the insertion of the Line Stop equipment may cause damage to the pipe and or Rangeline equipment. In the event this occurs Rangeline will be compensated for its time, material, equipment damage and services.**
- Excavating, de-watering, shoring, and/or scaffolding of job area, all of which must comply with OSHA standards.
- 12' extension ladder, light pole, and pump for de-watering.
- Scheduling inspectors and obtaining permits as necessary.
- Labor assistance of 1 man to be supervised by Rangeline Technician(s).
- Providing materials for the Wet Tap service.
- Installing materials for the Wet Tap service.
- Providing a water source for Pressure Testing materials.
- Lifting services if necessary.
- Concrete pipe anchor or mega lug joint restraint system if required.
- Concrete support for the Line Stop Fitting if required.
- Concrete support for the Tapping Sleeve if required.
- Concrete support for the Tapping Valve if required.
- O.D. measurements prior to scheduling.
- Pipe wall thickness prior to scheduling.

Rangeline Tapping Services, Inc.
Main Office ♦ (800) 346-5971

7256 Westport Place, Suite A
West Palm Beach, FL 33413
(561) 683-0910 ♦ (561) 683-0912

1997 42nd Street NW
Winter Haven, FL 33881
(863) 701-7063 ♦ (863) 701-7069

3415 Denver Drive
Denver, NC 28037
(800) 346-5971 ♦ (910) 262-2941

13168 Highway 105 E
Conroe, TX 77306
(936) 445-2171 ♦ (936) 264-9108



Quote Number
RTS23-0911MX

Rangeline Is The Lifeline For Your Pipeline

Rangeline Tapping Services, Inc. - Terms and Conditions

1. **Rangeline** has issued this quotation based upon all information provided by the Customer.
2. All prices quoted are subject to current sales and use taxes. Any increase or enactment of new sales, use, excise or similar taxes shall be passed onto the account of Customer. The price does not include any amounts for changes in taxes, tariffs, or other similar charges that are enacted after the date of this Quotation. Subcontractor shall be entitled to an equitable adjustment in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in taxes, tariffs, or similar charges due to such changes, including, without limitation, escalation, delay damages, cost to re-procure, cost to change suppliers, costs of manufactured equipment or goods, or other costs of any kind resulting from the changes.
3. The prices quoted above are based upon the quantities, sizes and operating conditions as listed above. Any changes in quantities, sizes or operating conditions of the system will void this quotation and a new quotation will be issued on the basis of changed information or operating conditions. Any projects that are booked and in progress that require changes in the quantities, sizes and/or operating conditions that differ with this quotation will be subject to pricing changes based upon new data related to the project.
4. In the case of unusual or non-typical pipe variations the Customer will be subject to additional costs.
5. The base price quoted is the minimum charge for the number of days allowed and is not subject to pro-ration for work completed early. Time on site for calculating the base period and the additional days commences the day the technician or equipment are on the job site and ends when equipment leaves the job site or the customer's custody. Any additional days the equipment is on the job site will be paid by the customer at the per day charge quoted. For jobsite or travel days that fall on weekends or holidays, the price quoted will be increased accordingly to reflect or weekend or holiday pricing.
6. **Rangeline shall not be held liable for any back charges without prior written consent of Rangeline. Rangeline does not guarantee that the placement of the Line Stop head(s) into the pipe system the first time will provide a "Workable" shutdown. In the event it is necessary for Rangeline to remove the Line Stop head and replace a seal and make any adjustments to the head/equipment such activity shall not be considered a delay of work at the job site. If the Line Stopper cannot be removed an additional Line Stop will be needed and be performed at the customers expense.**
7. **Rangeline** makes every effort to ensure "OSHA" safe working conditions for its employees. Customer agrees and shall provide **Rangeline** employees with safe working conditions prior to entering the workplace.
8. **Rangeline** cannot take responsibility for actions other than its own employees. **Rangeline** will be liable and will hold Customer harmless from the compensatory but not consequential damages caused solely by defect in **Rangeline's** equipment or caused solely by the negligence of **Rangeline** employees in the operation of the equipment. All other losses, costs, expenses, liability, or damages arising from or connected with the performance of the work will not be the responsibility of **Rangeline** and customer will indemnify and hold **Rangeline** harmless there from.
9. **Rangeline** makes no warranty on any purchased products. Please refer to manufacturer for details on warranty.
10. Manufacturers of Valve Inserts do not guarantee a 100% shutdown. **Rangeline** cannot exceed the Manufacturers' guarantee of valve performance. We install all valve inserts as per manufacturers' specified procedures. **NOTE:** Valve Inserts are not designed to be pressure tested against. A 30% restocking fee will be assessed for all returned Valves and fittings.
11. In the case of unusual line stopping conditions, **Rangeline** may require an owner of the piping system or their representative to be present during the pressure testing of materials and insertion of the Line Stop into their system
12. **Rangeline** will provide Tapping, Line Stopping equipment and a technician to operate equipment. Customer is responsible for providing all other equipment, supervision and labor necessary to complete the work including inspection, testing, safety and control equipment, lifting and moving equipment, etc.
13. Customer shall pay for all costs and expenses incurred by **Rangeline** because of rescheduling or cancellation by the customer for any reason including but not limited to inclement weather.
14. In regards to concrete pipe only, the condition of the interior mortar lining may adversely affect the percentage of the amount recovered during tapping operation. **Rangeline** cannot be held responsible for any unforeseen, and or diminished conditions of such pipe.
15. **All Tapping Sleeves & Line Stop materials fabricated for PCCP & RCP pipes are non-returnable once fabricated. The customer is responsible for the accumulated costs of the materials, freight, and sales tax for all these items once ordered. These materials are custom ordered and "NON-RETURNABLE".**
16. The supply of bid and or performance bonds is excluded. **Rangeline** supply these bonds only when specifically stated on the quotation.
17. Any invoice unpaid for more than 30 days will be subject to the maximum finance charges allowed by applicable state law. **Rangeline** does not allow retainage on any invoices.
18. Clerical errors made in good faith are subject to correction within **Rangeline** sole discretion.
19. Notwithstanding these terms and conditions or any amendments thereto or terms and conditions of the customer who may be deemed part of this agreement, **Rangeline** shall not be liable for any losses, costs, expenses, liability or damages arising from or connected with the performance of the work not covered by **Rangeline's** liability insurance in effect at the time of such loss, etc., and Customer shall hold **Rangeline** harmless for any loss, etc., in excess of coverage. **Rangeline** will provide Customer a certificate of its liability insurance upon request.
20. In the event it becomes necessary for **Rangeline** to retain legal counsel to enforce its rights the Customer agrees that it shall be responsible for payment of all reasonable attorney's fees, expenses and costs incurred by **Rangeline**.
21. **Rangeline** shall not be held liable for any pipe which breaks or leaks as a result of material installation, Tapping pipe, Line Stopping pipe or completion of line stop fitting. **Rangeline** follows all material manufacturers' installation procedures and operates all equipment to manufacturer's standards and cannot be held responsible for pipe which fails during the Tapping and Line Stopping operation.
22. **Rangeline** will take all means available to capture the pipe coupon. Pipe integrity, flow rates and other unknowns at the time of the Wet/Hot Tapping operation can be contributing factors. Therefore, **Rangeline** cannot be responsible for any lost or pieces of the coupons which do not come out after the tap is performed.
23. **Rangeline** does not guarantee a 100% leak free Completion Plug installation. The Completion Plug is a temporary seal to remove the isolation valve to install the permanent blind flange and sealing hardware.
24. **Rangeline** will not be responsible for reduced flow through temporary by-pass system due to solids or debris clogging by-pass operations.

Customer Signature _____ Date _____ Rangeline Signature _____ Date _____

Customer acknowledges and accepts all information regarding supplied quotation.

Rangeline Tapping Services, Inc. Main Office ♦ (800) 346-5971

7256 Westport Place, Suite A 1997 42nd Street NW 3415 Denver Drive 13168 Highway 105 E
 West Palm Beach, FL 33413 Winter Haven, FL 33881 Denver, NC 28037 Conroe, TX 77306
 (561) 683-0910 ♦ (561) 683-0912 (863) 701-7063 ♦ (863) 701-7069 (800) 346-5971 ♦ (910) 262-2941 (936) 445-2171 ♦ (936) 264-9108

CRAIG L. WALLACE, P.S.M.
JAMES G. PEDEN JR., P.S.M.
ROBERT J. CAJAL, P.S.M.



April 28, 2023

Mr. Kervin Flores
Hinterland Group
2501 Blue Heron Blvd. West
Riviera Beach, FL 33404-5003

SUBJECT PROPERTY: 20-0032-00 – LRD - Lift Station #82 Rehab

Please accept this letter as our proposal for the project listed above. We propose to perform the services listed below at the project listed above per your request dated April 24, 2023.

SCOPE OF SERVICES

Prepare a certified record drawing showing horizontal and vertical locations of the new water main. The drawing will be based on Holtz Consulting Engineers, Inc. plans set Rev. 3 prepared for the Loxahatchee River District. The as-built locations will be plotted on said drawing. Elevations will be based on NAVD-88 datum and horizontal locations will include State Plane coordinates.

SCHEDULE

Weather permitting, we can provide the completed survey **within 2 weeks** from the date “Authorization to Proceed” is received.

Deliverables

Three signed/sealed prints shall be delivered via regular postal service. Any request for overnight delivery will be additional to the stated cost. Electronically signed and sealed drawing in pdf format is also included.

FEE

The fee for the above project is **\$ 1,200.00**. Thank you for your interest. If you have questions or need additional information, please contact our office.

Sincerely,

Robert J. Cajal, PSM
Rcajal@wallacesurveying.com

5553 VILLAGE BOULEVARD
WEST PALM BEACH, FLORIDA 33407
561 / 640-4551
561 / 640-9773 FAX



1602 Clare Avenue
 West Palm Beach, FL 33401
 t: 561.833.4200 | info@evergladeslabs.com

Estimate

Estimate #	Date
762	04/26/2023

Name / Address
Hinterland Group, Inc. 2051 W Blue Heron Boulevard Riviera Beach, FL 33404

Item	Description	Qty	Rate	Total
Colisure QT Pkg ...	Colisure QT Total coliform and E Coli DW Package STD Rate for samples received Mondays - Thursdays. Standard Report Turnaround 3-5 Business Days.	4	120.00	480.00
Chlorine, Tot (Fiel... Sample Time STD ...	Chlorine, Total (Field) DPD Colorimetric Sample Technician Field Sampling Services: Standard Hourly Rate: Mon-Fri; Includes Round-Trip Travel Time, On-Site Sampling Services and Standard Field Equipment.	4 2	3.75 170.00	15.00 340.00
Form 550bactifmt ...	Form 550bactifmt for Microbiology in Drinking Water. Complies with Florida Department of Health Main Clearance reporting requirements. Project: HG# 20-0335-00 - Lift Station #82 Rehab Two Day Main Clearance Sampling & Analysis Sample Points:2 Requested By: mramirez@hinterlandgroup.com	1	115.00	115.00

Thank you for giving us the opportunity to be of assistance.

Total	\$950.00
--------------	-----------------



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: September 15, 2023
SUBJECT: ITB # 20-007-WWRECGENCONSTR: Wastewater and Reclaimed Water General Construction Services – Reauthorize Contract

During the course of operating and maintaining our system we frequently have construction projects whose scope exceeds our abilities to address with in-house construction crews. To address these projects in a timely and efficient manner we use a general construction services contract which expires in October 2023.

In October 2022, the District awarded the 2nd of 4 potential extensions to contract 20-007-WWRECGENCONSTR with Hinterland Group, Inc. for general construction services in the amount of \$500,000. To date this contract has encumbered \$492,198.84 and staff are requesting a reauthorization of an additional \$100,000 to complete identified work scheduled through October 2023.

Staff recommend the following motion:

“THAT THE DISTRICT GOVERNING BOARD reauthorize the wastewater and reclaimed water general construction services contract with Hinterland Group, Inc. in the amount not to exceed \$ 600,000.00.”

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

**THIS
PAGE
INTENTIONALLY
LEFT
BLANK**



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: September 15, 2023
SUBJECT: Chapter 31-10 - Jamaica Drive Phase 1 Subregional Line Charge and Easement Termination/Abandonment Application fee.

Jamaica Drive Phase 1 Subregional Line Charge – 31-10.005(5e)

Our Strategic Plan, as approved by the Governing Board, calls for staff to improve master planning of our collection and transmission system. As such, staff have implemented procedures for residents to utilize statutory way of necessity for connection to the District's regional sewer system when the property is shut off or hemmed in from access to sanitary sewer service. Using these procedures staff have designed, permitted and constructed a low pressure sewer collection and transmission system to serve 15080 and 15100 Jamaica Drive. This system, installed to serve 15080 and 15100 Jamaica Drive, has additional capacity to serve adjacent development on Jamaica Drive (see graphic below).

Because of the sequence of facility design and construction, this project, essentially a low pressure force main and associated appurtenances, is proposed to be paid for using our subregional line charge mechanism, i.e., LRD Rule Chapter 31-10.005(5). We last implemented a subregional line charge in 2022 when we implemented the 66th Terrace Phase 1 Subregional Line Charge [31-10.005(5)(d)].

In order to equitably distribute costs for Jamaica Drive Phase 1 Subregional Collection Facilities, staff have quantified the number of equivalent connections (~wastewater flow) the Jamaica Drive Phase 1 Subregional Collection Facilities will likely serve. Based on the best available information, LRD staff assert the Jamaica Drive Phase 1 Subregional Collection Facilities will serve up to 17.5 equivalent connections.

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

When we divide the cost of the Jamaica Drive Phase 1 Subregional Collection Facilities (\$16,371.77) by the number of equivalent connections those facilities will ultimately serve (17.5 equivalent connections), we find the Jamaica Drive Phase 1 Subregional Collection Facilities cost is \$935.53 per equivalent connection.

Therefore, Staff have drafted proposed revisions to Rule 31-10.005(5) incorporating the Jamaica Drive Phase 1 Subregional Line Charges at \$935.53 per equivalent connection. Pursuant to existing rule language, subregional line charges are adjusted annually based on the 10-Year Treasury Rate published by the US Department of Treasury on February 1st. We have provided the suggested revisions to LRD Rule 31-10.005(5) attached. No action is necessary at this time. Rather, if the Board finds the proposed action acceptable, this item will be brought for Board action at your October 19, 2023 meeting.



Easement Termination/Abandonment Application Fee – 31-10.015

Over the last 3 months staff have worked with the Board to implement a policy for termination/abandonment of easements. This policy was approved by the August 2023 Governing Board and included the requirement for reimbursement of District costs associated with the termination/abandonment. Staff have evaluated these costs and determined an appropriate application fee for the termination/abandonment application to be \$546.80 as detailed below.

Administration:	\$ 296.80
Legal Review	\$ 175.00
Recording Fees:	\$ 75.00
Total	\$ 546.80

Consistent with other indexed charges and fees the Application Fee will be adjusted annually based on the Engineering News Record Construction Cost Index published in the February edition of each year. We have provided the suggested revisions to LRD Rule 31-10.015 attached.

No action is required by the Board this month. Staff look forward to Board discussion and will address Board comments with revisions, if necessary, at the October 2023 Governing Board meeting.

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 \$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.

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.

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.

31-10.007 Quarterly Service Charges for Sewer Service.

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.

(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 10-19-2023.



D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

TO: GOVERNING BOARD
FROM: D. ALBREY ARRINGTON, EXECUTIVE DIRECTOR
DATE: SEPTEMBER 11, 2023
SUBJECT: 2023 ENVIRONMENTAL EDUCATION STRATEGIC PLAN

Last month the Board reviewed and discussed the draft 2023 Environmental Education Strategic Plan, which was developed over the last several months using a thorough, data-driven process. Data included customer surveys and quantitative program assessments by LRD Environmental Education staff. Valuable insights were incorporated from focus groups (Agencies and Nature Centers, Partners, and Participants and Parents) and individual meetings with LRD Governing Board Members. Throughout the whole effort, Jack Steele (our consultant) guided the systematic process to deliver a meaningful product, i.e., the 2023 Environmental Education Strategic Plan.

This month staff are back with a revised version of our 2023 Environmental Education Strategic Plan. Revisions are based on Governing Board feedback received last month, and include:

1. Revised Strategic Objective 4.2 to “Increase accessibility of programs, events, and facilities for all people” from “Increase diversity among staff, interns, and volunteers”
2. Revised Strategic Objective 5.1 to “Manage Env. Ed. capital and operating expenses” from “Grow Env. Ed. operating expenses to \leq 5%”
3. Revised Strategic Initiative 4.2a to “Be intentional in identifying and overcoming ability-based barriers” from “Intentionally seek Spanish-speaking personnel (staff, interns, volunteers)”
4. Added new Strategic Initiative 4.2b “Provide equipment to improve access for mobility impaired participants”
5. Added “Increased costs could result in charging or taxing District residents not connected to the sewer system” as an “Opportunity” in the Board SWOT Analysis (page 30).
6. Added “Collaborate with Audubon to conduct birding tours” as an “Opportunity” in the Board SWOT Analysis (page 30).

I believe this strategic plan improves our mutual understanding of the current condition of our environmental education program and lays out a path for continued improvement of these efforts. I welcome your continued engagement on this document, and if appropriate, your consideration of the following motion:

“THAT THE GOVERNING BOARD adopt the draft 2023 Environmental Education Strategic Plan as presented and direct the Executive Director to systematically implement the Plan.”

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



Loxahatchee River Environmental Control District 2023 Environmental Education Strategic Plan



August 1, 2023



Table of Contents

The Loxahatchee River Environmental Control District	3
Introduction from the LRD Executive Director.....	4
2023 LRD Environmental Education Strategic Plan Executive Summary	5
LRD Strategic Planning Process	8
LRD Mission, Vision, Environmental Education Mission and Policy Statements.....	10
2023 LRD Environmental Education Strategy Map	11
2023 LRD Environmental Education Balanced Scorecard and High Priority Improvement Initiatives.....	13
Successful Execution of the Strategic Plan.....	17
2023 LRD Environmental Education Dashboard	18
List of Appendices	19
Appendix A. LRD Environmental Education Policy	20
Appendix B. Environmental Education Program Assessments (B1-B6)	22
Appendix C: Impact of COVID-19 on the Number of People Educated Through the LRD’s Environmental Education Programs.....	28
Appendix D: Environmental Education Operating Expenses	29
Appendix E: Board SWOT Analysis.....	30
Appendix F: Agency SWOT Analysis.....	32
Appendix G: Partner SWOT Analysis.....	33
Appendix H: Participants & Parents SWOT Analysis	34
Appendix I: Staff SWOT Assessment of Programs	35
Appendix J: Staff SWOT Assessment of Operations	36
Appendix K: Staff SWOT Assessment of Facilities.....	37

The Loxahatchee River Environmental Control District

The Loxahatchee River Environmental Control District (LRD) is an independent, multi-county special district of the State of Florida created by the Florida Legislature in 1971. We are governed by a five-member, publicly elected Governing Board, with day-to-day management led by an Executive Director. The Legislature created LRD based on a groundswell of local concern for public health, safety, and welfare, and provided LRD with clear objectives of preventing, minimizing, and reversing degradation of environmental conditions and natural resources within the Loxahatchee River watershed.

The Loxahatchee River is present on the oldest maps of Florida, and it forms the nexus of local communities, including Jupiter, Tequesta, Jupiter Inlet Colony, and Juno Beach. Historic photographs provide an intriguing glimpse into life in this area, and often show locals relying on the waterway for transport and associated natural resources for sustenance. Even today locals and visitors demonstrate a clear affinity for the Loxahatchee River, with many spending quality time recreating on or in its waters. This sense of local pride in, and concern for, the Loxahatchee River led to it receiving the national Wild & Scenic River designation and state designations as an Outstanding Florida Water, Aquatic Preserve, and Manatee Protection Area.

The LRD's primary function is implementing innovative wastewater solutions to safeguard public health and protect environmental conditions within our watershed. The LRD operates an award-winning wastewater collection, treatment, and recycling facility. Day in and day out we collect wastewater from the community, transmit it via underground pipes and pumps to our regional wastewater reclamation facility, where raw sewage is transformed, through effective treatment, to IQ Water (aka reclaimed water). Our IQ Water is distributed to meet landscape irrigation needs at 13 local golf courses and throughout the Abacoa community, including Roger Dean Stadium. This water recycling effort has preserved billions of gallons of native groundwater for the environment – offsetting saltwater intrusion and the associated environmental degradation.

The LRD is the leading authority on environmental monitoring efforts within the watershed. LRD actively monitors water quality, including fecal indicator bacteria, seagrasses, and oysters, makes these data freely available to agencies (e.g., EPA, DEP, SFWMD, US ACOE) and the public, and summarizes findings in peer-reviewed scientific literature, e.g., see <https://doi.org/10.1016/j.scitotenv.2023.162232>.

Environmental education of the public is a critical element of any successful effort to preserve and protect natural resources; therefore, LRD takes pride in offering quality environmental education programming within the watershed. Our enabling act provides LRD with clear authority to “conduct environmental education as necessary and appropriate to minimize damage to the area’s resources and environment, to prevent additional environmental problems from being created, and to provide education regarding solutions to existing problems.” Under this authority, we actively work to engage the public with relevant and compelling environmental education programming at the River Center, our in-house environmental education facility, and throughout the watershed.

Introduction

In the words of Marjory Stoneman Douglas, “*Environmental education is the last best hope for the future.*” I assume Ms. Douglas espoused this belief because she understood the world is facing a plethora of threats that impact the diversity and functionality of our natural systems, and she recognized that environmental education is a cost-effective means of changing behaviors, which can improve existing environmental problems and preventing new environmental problems.

At the LRD, we recognize that conducting effective environmental education is instrumental to achieving our mission and vision, i.e., inspiring and achieving a healthy environment. The primary purpose of our environmental education efforts is to develop a sense of environmental stewardship among our participants, so that these individuals responsibly use and protect the natural environment through conservation and sustainable practices.

LRD’s environmental education programming began in earnest in 1992 with the development of the Jupiter Marine Science Center, which was housed at the old lighthouse museum (adjacent to northeast base of US1 bridge). In 1998 LRD welcomed Busch Wildlife Sanctuary onto our wastewater treatment facility campus. This fledgling partnership expanded the reach of our environmental education efforts and allowed participants to interact face to face with native wildlife that had been impacted by human activities. In 2005 LRD partnered with The Nature Conservancy’s Blowing Rocks Preserve to host our summer camp. Then, in 2008 LRD opened the River Center inside Palm Beach County’s Burt Reynolds Park. The River Center was an expansion and formalization of facilities and programs that took their roots in the old Marine Science Center.

Throughout this timeline, the LRD has worked to engage residents, young and old, to explore, experience, and connect with the diverse species and habitats within our watershed. Our targeted environmental education programs are designed to help participants explore the watershed and connect with nature, and as they do so, desired outcomes are for participants to have an increased knowledge concerning our local environment and environmental problems, increased awareness of potential solutions to such problems, and increased motivation to work towards practical solutions for such problems.

We are living in exciting times. Challenges and opportunities abound. The ever-increasing human population and urbanization mean we must be intentional if we are to minimize human impacts. Fortunately, there are numerous opportunities for LRD to continue to improve and expand our environmental education programming as we help others understand the beauty and value of nature and the significant and consequences of their actions.



D. Albrey Arrington, Ph.D.
Executive Director,
Loxahatchee River Environmental Control District

Existing Conditions & Opportunities

To map a successful course to our intended destination, it is important to understand where we are. Currently, LRD’s environmental education efforts are achieved with the following personnel and facility resources, respectively.

A. Personnel:

1. **Full-time environmental education staff:**
 - i. Env. Ed. Manager (Jocelyn – 17 years)
 - ii. Env. Ed. Coordinator (Sara – 7 years)
 - iii. Nature Educator & Animal Care (Sam – 3 years)
2. **Part-time environmental education staff:**
 - i. Env. Educator (Jess – 1 year)
 - ii. Volunteer Coordinator (Rebecca – 6 months)
3. **Extern:**
 - i. PBC school teacher working a 1-month summer appointment at the River Center
4. **Interns:**
 - i. Three (3) summer interns working directly with summer camp.
 - ii. One (1) school year (fall and spring) intern to facilitate various program activities.
5. **Volunteers:**
 - i. while not technically staff, the River Center has a host of volunteers that work diligently to help the facility and/or a specific event run smoothly.

B. Facilities:

1. **River Center:** this approximately 5,000 square foot building is the primary location of our environmental education efforts. It is located within Burt Reynolds Park off of US1 in eastern Jupiter. Our existing lease with Palm Beach County Parks Department is set to expire March 12, 2027. Palm Beach County’s site plan for Burt Reynolds Park does not include the River Center as a long-term feature.
2. **2500 Jupiter Park Drive:** this is the site of the LRD’s wastewater treatment facility and is also home to Busch Wildlife Sanctuary (BWS). BWS is relocating to their new property in Jupiter Farms and will vacate 2500 Jupiter Park Drive by February 29, 2024.
3. **BLM - Jupiter Inlet Lighthouse Outstanding Natural Area:** In 2020, the LRD executed a Memorandum of Understanding with the Bureau of Land Management (BLM) for the expansion of our environmental education programming to the Jupiter Inlet Lighthouse Outstanding Natural Area. This key strategic opportunity facilitates partnering with the BLM, the Loxahatchee River Historical Society, and the Nature Conservancy as we expand our environmental education programming to the Jupiter Inlet Lighthouse Outstanding Natural Area, an area of notable historic and environmental significance. Also, BLM has awarded LRD a Special Recreation Permit Application and Plan of Operation authorizing LRD to conduct environmental education programs, in conformity to the LRD Environmental

Education Policy, based out of the Jupiter Inlet Lighthouse Outstanding Natural Area. In addition, BLM has awarded LRD the opportunity to renovate and beneficially use, in the course of our environmental education efforts, two USCG homes. LRD developed a plan to renovate the two homes and the surrounding site, but rejected the bids to do the work because the bids were deemed not cost effective. Nonetheless, the LRD is conducting environmental education programs at the BLM site without the benefit of the two USCG houses.

4. **20 Acres:** LRD owns 20 acres of undeveloped land west of I-95 (abutting Sierra Square shopping center to the north, Riverbend Park to the east, and Cypress Creek South Natural Area to the west). LRD has developed a conceptual site plan for the property that includes remediation of existing utility impacts and potential development as an environmental education campus. LRD’s current plans include moving forward with conducting the remediation work at the site. Also, LRD has been awarded grant funds from the state Legislature through the LRPI to improve passive outdoor recreation at the 20 Acres with funds specifically designated for construction of temporary parking facilities, a chickee hut, and nature trails that will integrate into the existing natural trail network.
- C. **Programs:** LRD’s environmental education programs briefly summarized here are discussed and assessed elsewhere in this strategic plan document.

Program Name: # Educators | Class Size | # Days/Year | Target Age | Brief Description

1. Aquatic Day Camp: 2 | 16 | 40 | 6-18 | Intense, immersive summer camp experience.
2. Archery: 2 | 16 | 4 | 10+ | Introduction to outdoor archery.
3. Atala Butterfly Festival: 7 | 200 | 1 | Families | Day-long event focused on conservation and preservation of Atala butterflies and the importance of planting native host plants in our yards.
4. AustinBlu Fishing Tournament: 7 | 175 | 1 | Families | Family-focused tournament designed to increase family time spent together on the water exploring our local habitats and fisheries.
5. Birthday Party: 1 | 40 | 3 | 3-10 | Child birthday party hosted in the River Center classroom and includes a guided tour of the facility and touch tank exploration.
6. Blooming in the Garden: 2 | 30 | 12 | 3-6 | Guided, hands-on exploration of backyard habitats and species.
7. Boat Tour: 2 | 16 | 4 | Families | Guided, hands-on tour of the estuary and sandbars
8. Boating Safely Class: 1 | 30 | 13 | 12+ | Hosted by the River Center, funded by AustinBlu Foundation, and taught by the USCG Auxiliary, this program is designed to provide key safety-related knowledge to young boaters in our community.
9. Campfire: 4 | 150 | 3 | Families | A themed campfire event complete with s’mores, crafts, and discovery activities designed to introduce families to the River Center.
10. Clean Up: 2 | 50 | 4 | Families | Collaborations with Keep PBC Beautiful and PBC Parks and Recreation, this event facilitates litter removal by participants.
11. Craftapalooza: 2 | 50 | 3 | Families | Held during school vacations, multiple craft stations are set up in the classroom with crafts engaging an environmental theme.

12. Documentary Night: 2 | 50 | 4 | Adults | Raise awareness of relevant environmental topics and threats through quality documentary films enjoyed in a group setting.
13. Fishing Clinic: 2 | 20 | 5 | 5-12 | Learn how to fish and all the relevant skills needed.
14. Girl Scout Program: 4 | 60 | 4 | 5-18 | Hands-on, badge-earning workshops designed to teach specific environmental knowledge and skills.
15. Girl Scout Way: 7 | 200 | 1 | 5-18 | A campfire event where women professionals in STEM fields communicate their passion and expertise to the next generation.
16. Halloween Party: 7 | 400 | 1 | Families | Themed Halloween campfire event is designed to introduce families to the River Center in a lighthearted, fun manner.
17. Homeschool Field Trip: 2 | 35 | 15 | 7-10 | School group field trip offered to homeschool students.
18. Homeschool Workshop: 2 | 30 | 15 | 7-16 | Hands-on experiential learning modules (eg, water quality testing, reptiles of the watershed) offered to homeschool students.
19. Jr. Angler Fishing Tournament: 7 | 125 | 30 | 5-17 | A month-long catch-and-release fishing tournament designed to promote exploration of the entire watershed.
20. Kayak Program: 2 | 14 | 15 | Adults | Guided kayak tours along local waterways
21. Lecture: 4 | 75 | 10 | Adults | Speakers share their knowledge about important environmental topics and issues
22. Nature Walk: | 2 | 50 | 10 | Adults | Guided nature hikes within local natural areas
23. Outreach: 1 | 300 | 4 | All ages | Staff attend various festivals marketing the RC.
24. Public Fish Feeding: 1 | 20 | 50 | All ages | Guided tour of our exhibits while wildlife (mostly fish) are being fed by trained staff.
25. Room Rental: 1 | 75 | 15 | Adults | Rent the River Center classroom by the hour.
26. School Group Field Trip: 2 | 55 | 45 | 5-18 | Educational field trips tailored to address Next Generation Sunshine State Standards for kindergarten through 12th grade.
27. Science Day: 5 | 50 | 4 | 5-11 | Actively perform supervised scientific experiments.
28. Science with Sam: 2 | 15 | 26 | 6-12 | Themed activities focused on exciting and fun environmental topics, eg, wildlife encounters, nature exploration, pollution.
29. Seine and Dip: 2 | 30 | 5 | Families | Naturalist guided, hands-on estuary exploration.
30. Story Time: 1 | 40 | 50 | 0-6 | 30 minute program centered around reading a story book and an animal encounter.
31. Virtual Field Trip: 1 | 50 | 2 | 5-18 | Virtual (online) version of an education program or school field trip program.
32. Visiting Camp Group: 2 | 55 | 35 | 5-12 | Hosted field trip for summer camp groups from other centers and facilities where participants engage in a selected environmental education program, eg, seine and dip, crab hunt.
33. Volunteer Appreciation: 8 | 30 | 1 | 14+ | A fun, social, engaging annual event designed to show our volunteers that they are genuinely appreciated.

D. **Finances:** LRD's total operating budget for FY2023 is \$16,787,580 and includes \$554,510 for environmental education programs, which represents 3.3% of the total operating budget. Since 2009, the first full year of River Center operations, LRD's annual operating expenses for environmental education have consistently equaled approximately 3% of operating expenses.

LRD Strategic Planning Process

Our strategic planning process began with staff reviewing key organizational documents, including the organizational mission and vision statements, the environmental education mission and vision statements, and the environmental education policy. Next, staff compiled a comprehensive list of environmental education programs and relevant, program-specific metrics (e.g., program capacity, average class size, average program participation rate, average number of times the program is offered per year, total staff time required to conduct the program). Staff also reviewed and assessed each program against the following criteria:

- **Focus** (explore the watershed, provide context about impacts, and identify solutions) + **Outcome** (increase knowledge, increase awareness, and increase motivation). Taken together this score was a proxy for how closely aligned a program is to the specific “focus” and “outcome” elements articulated in LRD’s environmental education policy.
- **Environmental Stewardship** (participant & nature). This metric shows the alignment of a program to the “primary purpose” of our environmental education programs as defined in our policy.
- **Community Building** (among participants). This metric addresses the need to find and collaborate with likeminded people when trying to achieve a goal for the common good.

These staff assessments provided for a quantitative evaluation and ranking of all existing environmental education programs. These scores were then used to visualize the quality of each existing environmental education program in achieving the stated purpose, focus, and desired outcome articulated in LRD’s Environmental Education Policy. These quantitative assessments can be viewed in Appendix B:

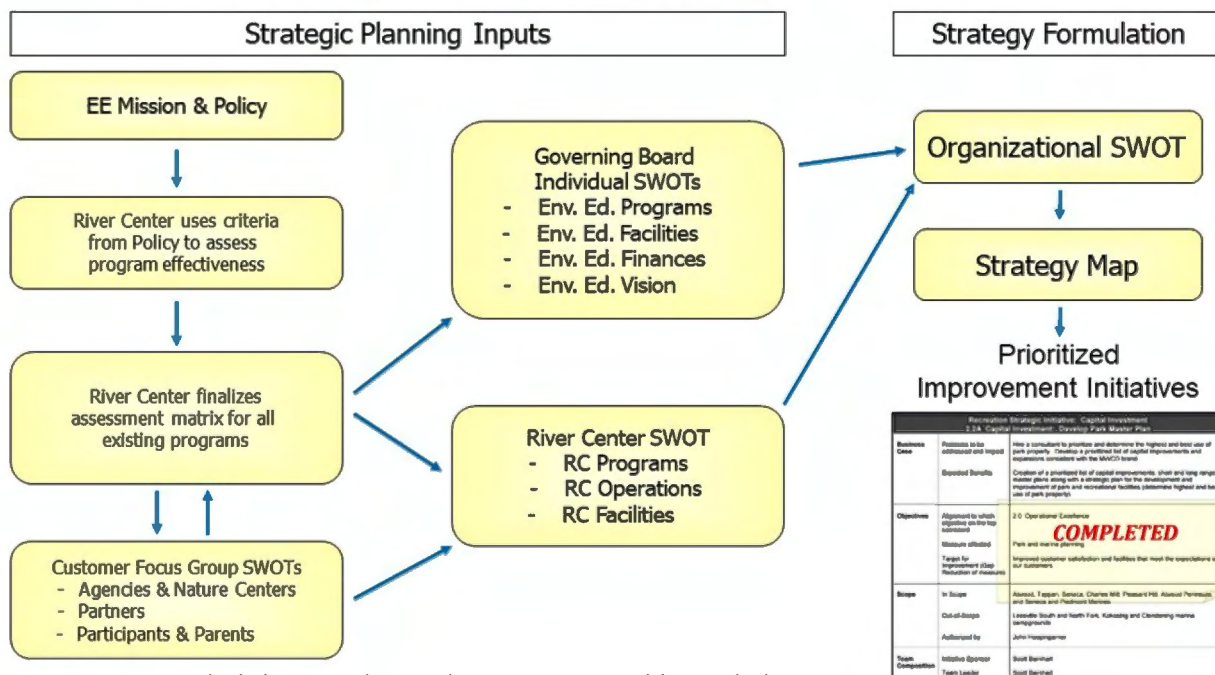
- ✓ **Appendix B1:** Effectiveness rating based on Focus and Outcomes as delineated by the LRD Environmental Education Policy, which is shown in Appendix A
- ✓ **Appendix B2:** Effectiveness of existing environmental education programs as a function of Environmental Stewardship and Community Building.
- ✓ **Appendix B3:** Efficiency rating of environmental education programs as a function of Environmental Stewardship and average program capacity (i.e., how well attended was each program when compared to maximum class size).
- ✓ **Appendix B4:** Efficiency rating is shown using the relationship between Environmental Stewardship and labor hours expended by staff per program participant.
- ✓ **Appendix B5:** Efficiency rating of environmental education programs as a function of Community Building and average program capacity (i.e., how well attended was each program when compared to maximum class size).
- ✓ **Appendix B6:** Efficiency rating is shown using the relationship between Community Building and labor hours expended by staff per program participant.

Environmental education staff, the Executive Director, and Jack Steele, our terrific consultant, then conducted focus group meetings with five groups of people:

1. Agencies & Nature Centers: Busch Wildlife Sanctuary; Jonathan Dickinson State Park; Jupiter Outdoor Center; Loggerhead Marinelife Center; Palm Beach County Parks; South Florida Water Management District;
2. Partners: AustinBlu Foundation; Bureau of Land Management; Coast Guard; Jupiter High Environmental Academy; Loxahatchee River Historical Society; MANG; Nature Conservancy; PBC Environmental Resource Management; WPB Fishing Club;
3. Participants and Parents: anonymous for privacy;
4. River Center staff; and
5. LRD Governing Board Members were addressed in individual meetings.

Lively and engaging discussions were had with each group. Also, in each session, participants were given the opportunity to comment on the quantitative evaluation and ranking of existing environmental education programs. Feedback from each session was documented and incorporated into our Program Assessment, and key elements were documented in the SWOTs (Appendix E through G). This input forms the basis of the strategy map and prioritized improvement initiatives (future action items).

Strategic Planning Process

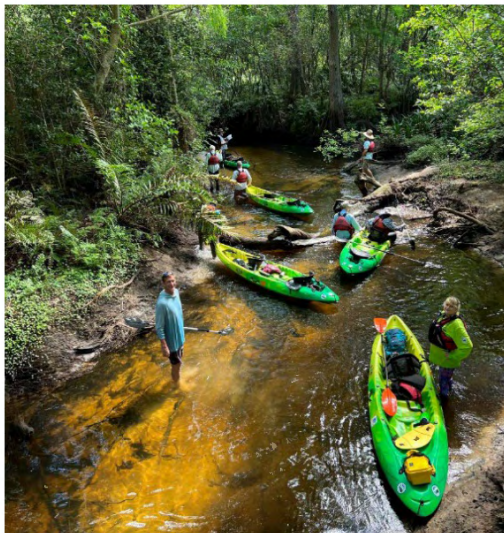


Note: SWOT Analysis is Strengths, Weaknesses, Opportunities, and Threat

LRD Mission, Vision, Environmental Education Mission and Policy Statements

LRD Mission: “We are dedicated to protecting public health and preserving the Loxahatchee River watershed and its natural habitats through innovative wastewater solutions, research, and environmental stewardship.”

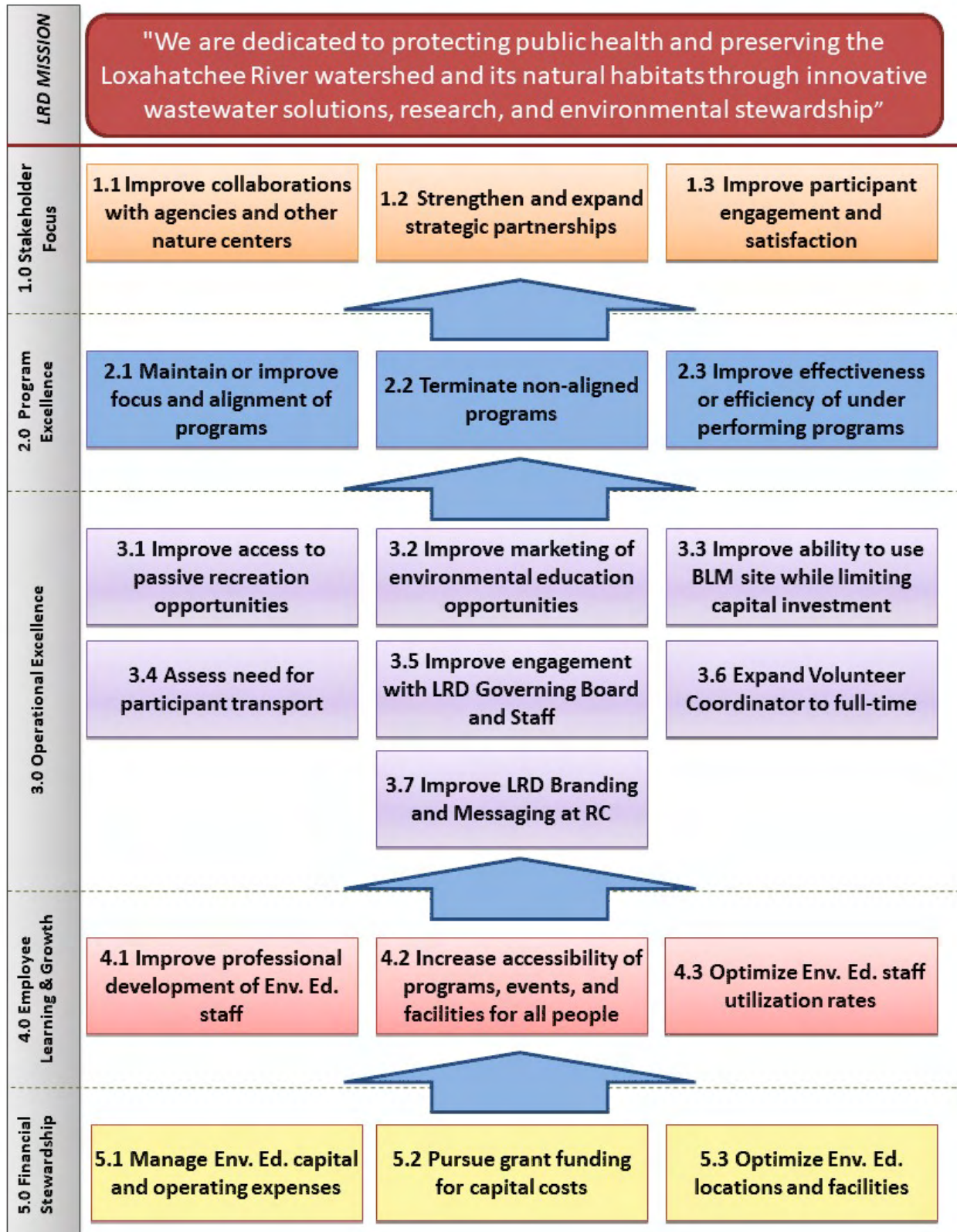
LRD Vision: “Inspiring and achieving a healthy environment”



LRD Environmental Education Mission: “To foster a sense of environmental stewardship for the Loxahatchee River’s diverse watershed with quality education programs, exhibits and meaningful events.

LRD Environmental Education Policy: See Appendix A.

2023 LRD Environmental Education Strategy Map



The **2023 LRD Environmental Education Strategy Map**, shown on the prior page, is a pictorial depiction of the Environmental Education Strategic Objectives (1.1 through 5.3) segmented by the five Strategic Areas of:

- 1.0 Stakeholder Focus,
- 2.0 Program Excellence,
- 3.0 Operational Excellence,
- 4.0 Employee Learning and Growth, and
- 5.0 Financial Stewardship.

The Strategy Map shows Strategic Areas and Objectives in a cause-and-effect relationship from bottom to top. For example, improving Financial Stewardship through obtaining grant funding to pay for construction of capital facilities represents a foundational effort to improve facilities at the BLM site while limiting LRD's capital investment. Then, those improved facilities will provide improved access to passive recreation opportunities and contribute to improved effectiveness of underperforming programs, which will satisfy the needs of our stakeholders.

2023 LRD Environmental Education Balanced Scorecard

The Balanced Scorecard below is aligned to the Strategy Map previously shown. The list of strategic initiatives was prioritized by the participants as the most important through the strategic planning process. Strategic initiatives are nested under strategic objectives and strategic areas and are prioritized such that P1 is the highest priority and P3 is the lowest priority. The status field will be maintained and updated by staff and reported to the Board at least annually. Strategic initiatives with a P1 priority score are intended to be complete within fiscal year 2024, i.e., by September 30, 2024.

#	Strategic Area	#	Strategic Objectives	#	Strategic Initiatives	Priority	Status
1	Stakeholder Focus	1.1	Improve collaborations with agencies and other nature centers	1.1a	Develop and host free, reciprocal volunteer field trips among key partners, e.g., BWS, LHRS, LMC, PBC-ERM, RC, TNC	P1	
				1.1b	Develop collaborative, joint programs with partners (e.g., TNC, Lighthouse) with intent of maximizing reach and efficiency	P2	
		1.2	Strengthen and expand strategic partnerships	1.2a	Develop signage for TNC lift station, then replicate signage at other locations with similar wastewater facilities (e.g., Busch Wildlife Sanctuary, Lighthouse, Sawfish Bay Park)	P1	
				1.2b	Host networking events for groups with aligned interests, e.g., Palm Beach North Chamber; National Association of Environmental Professionals; Florida Trail Association	P1	
				1.2c	Become a Visit Florida partner or affiliate	P2	
				1.2d	Expand strategic partnerships, e.g., Leadership PBC; Real estate brokers; Environmental professionals; Chamber of Commerce	P3	
		1.3	Improve participant engagement and satisfaction	1.3a	Expand programmatic offerings to better serve: Tweens; Young Adults; Senior Citizens	P3	
2	Program Excellence	2.1	Maintain or improve focus and alignment of programs	2.1a	Improve Focus + Outcomes scores: Archery, Campfire; Fish Feeding; Fishing Clinic; Girl Scout Way; Halloween; Story Time	P1	

#	Strategic Area	#	Strategic Objectives	#	Strategic Initiatives	Priority	Status
				2.1b	Implement New Programs: Adult Camp Day; Fishing Adventure; Swamp Tromp; Tots on Trails; Wilderness Skills	P1	
				2.1c	Develop New Programs: Env. Careers; Evening Lectures; RC classroom as open workspace; Saturday Camps	P2	
		2.2	Terminate non-aligned programs	2.2a	Terminate Programs: Craftapalooza; Virtual Field Trips	P1	
				2.2b	De-emphasize Programs: Visiting Camp Groups	P1	
				2.2c	Relabel as "RC Functions": Outreach Events; Room Rentals; Volunteer Appreciation Events	P1	
		2.3	Improve effectiveness or efficiency of underperforming programs	2.3a	Improve attendance: Blooming in the garden; Boat tours; Kayak Tours; Nature hikes	P1	
				2.3a	Decrease staff time invested per participant: Archery; AustinBlu Tournament; Blooming in the garden; Summer Camp; Girl Scout Program; Jr. Angler Tournament; Kayak Tours; Science with Sam	P2	
		3	Operational Excellence	3.1	Improve access to passive recreation opportunities	3.1a	Develop a cost-effective, functional presence at BLM and 20 Acres
3.2	Improve marketing of environmental education opportunities			3.2a	Invest in improved marketing efforts for environmental education programs	P1	
				3.2b	Test marketing messages via LRD sewer bill	P2	
				3.2c	Actively promote environmental education programs via community newsletters and activity calendars.	P2	
				3.2d	Collaborate with local cultural heritage, nature tourism, and education groups to seek a Visit Florida marketing grant.	P3	

#	Strategic Area	#	Strategic Objectives	#	Strategic Initiatives	Priority	Status		
		3.3	Improve ability to use BLM site while limiting capital investment	3.3a	Improve storage space at BLM	P1			
				3.3b	Develop a phased, cost-effective plan to renovate two BLM houses	P2			
		3.4	Assess need for participant transport	3.4a	Assess impact of lack of transportation on underserved community members visiting River Center and offsite programs.	P2			
					Conduct cost benefit assessment of transport needs and options, e.g., hire, lease, purchase, rent.	P3			
		3.5	Improve engagement with LRD Governing Board and Staff	3.5a	River Center staff present annual watershed status report to the Governing Board highlighting notable successes of prior year and anticipating key efforts of the upcoming year.	P1			
				3.5b	Conduct quarterly environmental education programming for LRD staff to help them explore the watershed they work to protect.	P1			
		3.6	Expand Volunteer Coordinator to full-time	3.6a	Conduct cost/benefit analysis of full-time volunteer coordinator	P1			
				3.6b	Improve volunteer solicitation, engagement, training, and coordination	P2			
		3.7	Improve LRD Branding and Messaging at River Center and in Programs	3.7a	Improve branding and messaging so program participants realize programs are provided by LRD	P1			
				3.7b	Ensure adequate schedule of programs addressing LRD's key roles in the watershed and local water cycle	P2			
		4	Employee Learning & Growth	4.1	Improve professional development of River Center staff	4.1a	Each full-time RC staff member to participate in one professional meeting per year	P1	
						4.1b	RC Manager participate in Leadership Palm Beach County	P2	
4.2	Increase accessibility of programs, events, and facilities for all people			4.2a	Be intentional in identifying and overcoming ability-based barriers	P1			
				4.2b	Provide equipment to improve access for mobility impaired participants	P2			

#	Strategic Area	#	Strategic Objectives	#	Strategic Initiatives	Priority	Status
		4.3	Optimize environmental education staff utilization rates	4.3a	Improve time management skills among staff	P1	
				4.3b	Expand the role of volunteers at the River Center	P2	
				4.3c	Expand role of partners in supporting and administering programs, e.g., USCG teaching boating safely	P2	
5	Financial Stewardship	5.1	Manage Env. Ed. capital and operating expenses	5.1a	Draft activity-based budget to improve impact and effectiveness of our environmental education efforts	P1	
		5.2	Pursue grant funding for capital costs	5.2a	Seek grant funding to offset capital costs of renovation of facilities at BLM and construction of facilities at 20 Acres	P1	
		5.3	Optimize Env. Ed. locations and facilities	5.3a	Develop, for Board approval, a plan for improved facilities that leverage the best combination of the various opportunities (i.e., BLM; 20 Acres; 2500 Jupiter Park Dr.; phasing of renovation and construction)	P2	

Successful Execution of the Strategic Plan

In implementing the Strategic Plan, LRD uses a tool called a dashboard (shown below). The dashboard provides a high-level view of the key performance indicators (KPIs) so that, at a glance, progress toward measurable targets can be easily discerned. The strategic initiatives shown on pages 12-15 in this report are linked to the KPIs and will drive improvement in those KPIs as they are completed. Those initiatives are prioritized as P1, P2, and P3 based on their importance in driving improved KPIs as well as practical constraints on staff availability. The P1s will be completed first, with a goal of completing all P1s before September 30, 2024, because these strategic initiatives are the most important in driving improved KPI performance.


The dashboard KPIs and the status of each initiative will be reviewed and updated monthly by staff to ensure that the KPIs stay within performance standards and the initiatives stay on schedule, on budget, and within the defined scope.

2023 LRD Environmental Education Dashboard

The existing dashboard (below) shows performance across key metrics. It is color coded (red, yellow and green) to show where performance is on target (green) or where improvement is required (yellow or red). The dashboard metrics should align to the strategy via the objectives on the Strategy Map and Balanced Scorecard shown earlier.

We are proposing to modify the dashboard in the following ways (1) modify “Total Visitors”, “1st Time Visitors”, and “Volunteer Engagement” to report actual number of people or hours rather than percentages, though color coding will still be based on percentages (due to seasonality); and (2) add two new metrics “Cost per Person” and “Staff Time per Person”. These new metrics are targeted at understanding and improving efficiency. Effectively implementing priority initiatives shown in the Balanced Scorecard will drive improved performance in the dashboard metrics.

LRD'S ENVIRONMENTAL STEWARDSHIP DASHBOARD




		Total Visitors <small>(incl. Visitors, Field Trips, Onsite Programs)</small>	Average Program Participation <small>[Actual participants/Capacity of Program]</small>	Volunteer Engagement	1st Time Visitors	Visitor Satisfaction	Staff Overall Program Assessment	Expenses	Program Revenue
Benchmark / Customer Expectation	% of Target	% of Capacity	% of Target	% of Target	Rating Average <small>[Max Rating is 5]</small>	Rating Average <small>[Max Rating is 9]</small>	% within budget	% of Target	
Green Level	≥ 90%	≥ 85%	≥ 90%	≥ 90%	≥4	≥7	≥ 85% but ≤ 105%	≥ 90%	
Yellow	≥ 75%	≥ 70%	≥ 75%	≥ 75%	≥3	≥5	≥ 80%	≥ 75%	
Red	<75%	<70%	<75%	<75%	<3	<5	< 80% or > 105%	<75%	
2020 Baseline	35%	50%	70%	65%	4.6	7.8	81%	103%	
2021 Baseline	113%	83%	102%	275%	4.7	7.8	92%	85%	
2022 Baseline	81%	120%	75%	163%	4.6	7.9	91%	94%	
2022 June	86%	92%	105%	107%	4.8	8.0	100%	122%	
July	95%	84%	134%	164%	4.5	7.9	101%	123%	
Aug	88%	100%	147%	184%	3.8	8.0	91%	129%	
Sept	77%	86%	76%	178%	4.6	7.8	89%	120%	
Oct	79%	100%	118%	100%	4.9	7.4	55%	82%	
Nov	53%	104%	82%	111%	4.4	8.0	63%	88%	
Dec	94%	124%	50%	286%	4.6	7.9	96%	85%	
2023 Jan	69%	76%	63%	338%	4.6	7.9	85%	92%	
Feb	79%	88%	82%	102%	4.7	7.8	85%	104%	
Mar	94%	91%	98%	304%	4.4	8.1	73%	87%	
Apr	116%	105%	91%	220%	4.7	7.5	79%	78%	
May	84%	83%	129%	170%	4.6	7.8	88%	104%	
June	104%	112%	93%	115%	4.7	7.8	87%	123%	
Consecutive Months at Green	1	1	4	13	10	13	2	2	
Metric Owner	O'Neill	Duggan/Warwick	Patterson	O'Neill	O'Neill	O'Neill	O'Neill	O'Neill	

List of Appendices

- **Appendix A**, LRD Environmental Education Policy
- **Appendix B**, Environmental Education Program Assessments
 - **B1**: EE Programs rated by Focus and Outcome
 - **B2**: EE Programs rated by Environmental Stewardship and Community Building
 - **B3**: EE Programs rated by Environmental Stewardship and Average Attendance compared to Capacity
 - **B4**: EE Programs rated by Environmental Stewardship and Labor Hours Expended by staff per Participant
 - **B5**: EE Programs rated by Community Building and Average Attendance versus Capacity
 - **B6**: EE Programs rated by Community Building and Labor Hours Expended per Participant
- **Appendix C**, Number of People Participating in Environmental Education Programs at the River Center and the Impact of COVID-19 Pandemic on Participation Rates
- **Appendix D**, Annual Operating Expenses for LRD’s Environmental Education Program
- **Appendix E**, Board SWOT Analysis
- **Appendix F**: Agency & Nature Center SWOT Analysis
- **Appendix G**: Partner SWOT Analysis
- **Appendix H**: Participants & Parents SWOT Analysis
- **Appendix I**: Staff SWOT Assessment of Programs
- **Appendix J**: Staff SWOT Assessment of Operations
- **Appendix K**: Staff SWOT Assessment of Facilities

Appendix A. LRD Environmental Education Policy

	LOXAHATCHEE RIVER DISTRICT	Doc No:	LRD-POL-EXE-07.00
		Effective Date	05/20/2022
		Revision History:	07/17/2020 v1
Author: Albrey Arrington, Jocelyn O’Neill		Revision No.	1
		Review Date:	09/18/2025
Issuing Department: Executive		Page:	Page 20 of 37

Purpose

The District recognizes that conducting effective environmental education is instrumental to achieving our mission and vision, i.e., inspiring and achieving a healthy environment. This policy was developed to set forth the purpose, intended focus, and expected outcomes for LRD’s environmental education efforts.

Policy

It is the policy of the Loxahatchee River Environmental Control District (LRD) to conduct environmental education for the general population within the Loxahatchee River watershed and specifically including students and personnel working with students. The primary purpose of these environmental education efforts is to foster a sense of environmental stewardship for the Loxahatchee River’s diverse watershed through quality education programs, exhibits, and meaningful events. The primary focus of these environmental education efforts is to explore healthy aspects of the Loxahatchee River watershed, provide context about environmental impacts to our watershed, and identify solutions to achieve a healthy community and river. The desired outcome from these environmental education programs are citizens with:

1. increased knowledge concerning our local environment and environmental problems;
2. increased awareness of potential solutions to such problems; and
3. increased motivation to work towards practical solutions for such problems.

Successful programs will result in participants exploring, experiencing, and connecting with the Loxahatchee River ecosystem. Provision of environmental education programming should be concordant with this policy (e.g., the stated purpose, intended focus, and desired outcome). Bridge Programs may be used to engage new participants with the LRD’s environmental education programs but must not exceed 5% of environmental education effort.

Authority

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

“Section 6. (28) Conduct environmental education as necessary and appropriate to minimize damage to the area’s resources and environment, to prevent additional environmental problems from being created, and to provide education regarding solutions to existing problems.”

Definitions

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

- A. Bridge Program: any environmental education program not directly related to the environmental context, impacts, and solutions related to the Loxahatchee River watershed. These programs are typically designed to attract first-time visitors.
- B. Ecosystem: an ecological unit in which the biological, physical, and chemical components of the environment interact.
- C. Environment: the surroundings of an organism, including the plants, animals, and microbes with which it interacts.
- D. Environmental Education: the process by which individuals develop a deeper knowledge of the environment, awareness of effective solutions, and increased motivation to implement solutions.
- E. Environmental Stewardship: means the responsible use and protection of the natural environment through conservation and sustainable practices.
- F. Watershed: the area drained by a given waterbody.

Relevant Procedures

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

- A. Reporting;
- B. Scheduling Field Trips;
- C. Summer Camp Administration; and
- D. Summer Camp Counselor Training.

Relevant Policies

The following policies may relate to this policy:

- A. Environmental Education COVID-19 Policy;
- B. Social Media Policy; and
- C. Volunteer Policy.

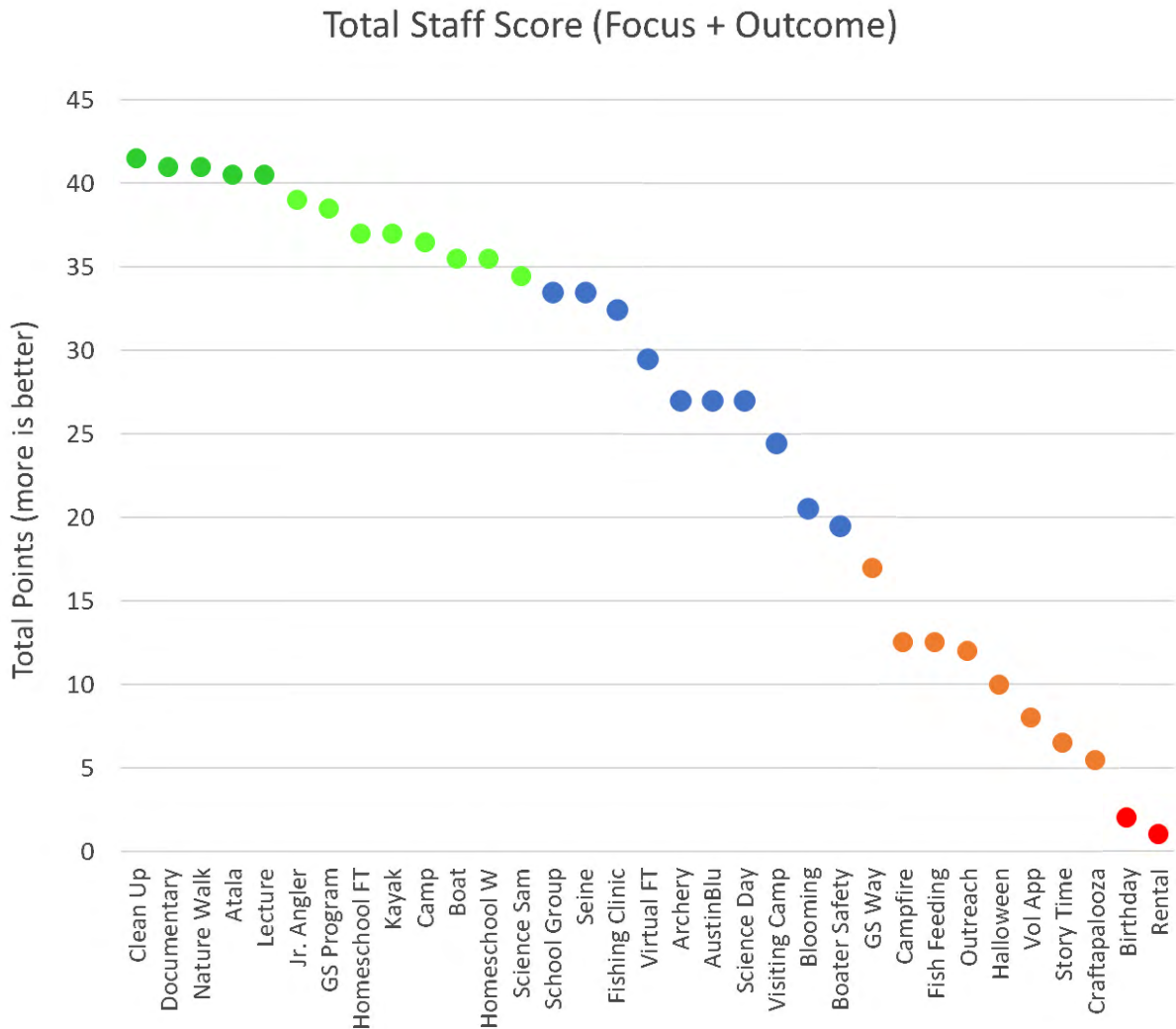
Policy Questions

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

Appendix B. Environmental Education Program Assessments (B1-B6)

B1: Programs rated by Focus and Outcomes

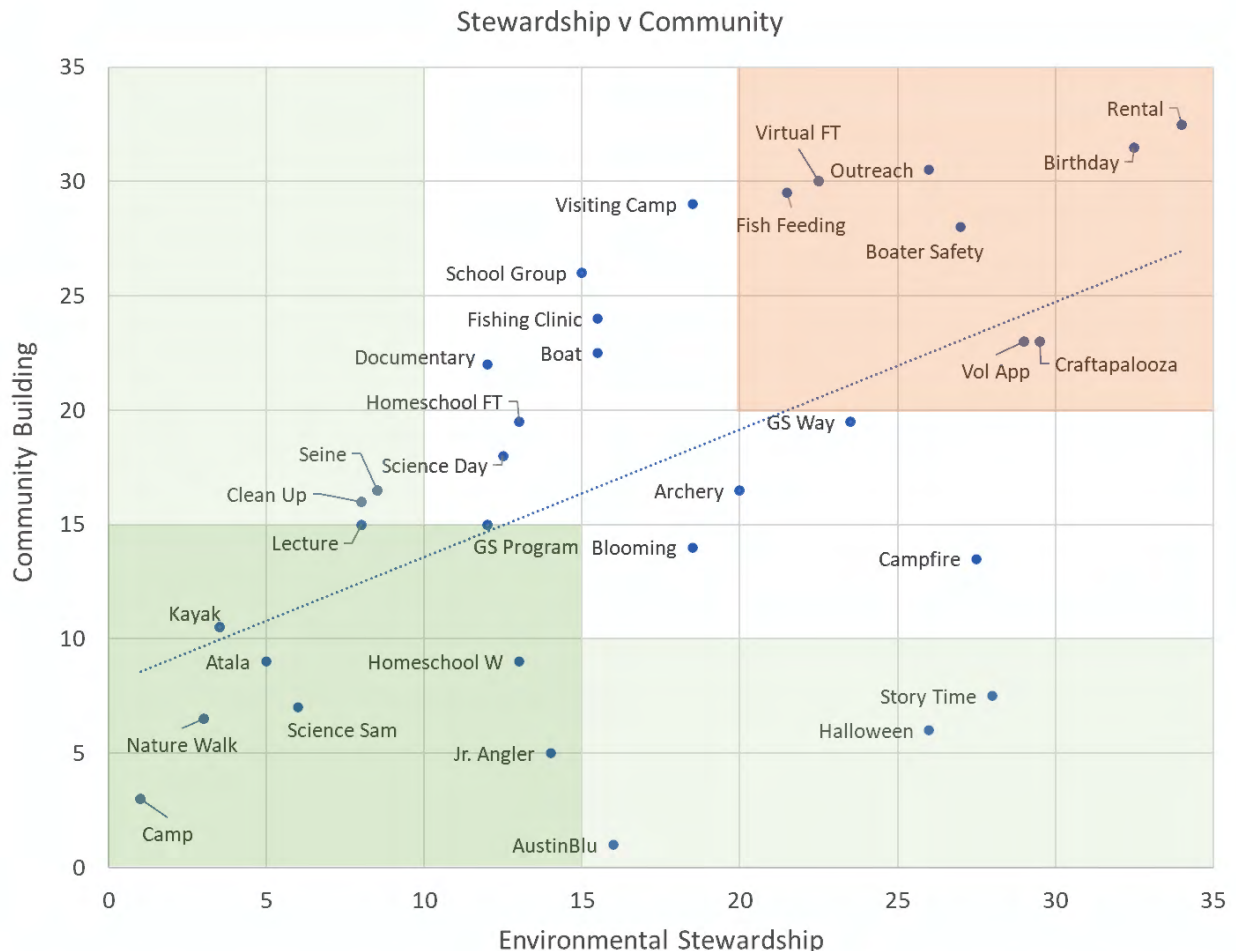
The LRD Environmental Education Policy stipulates our purpose, 3 focus areas and 3 desired outcomes. LRD Staff ranked our environmental education programs against the three focus areas and three outcomes. Ranks were 0 to 9, where a score of 0 indicates the program provides zero value towards the metric and a score of 9 indicates the program fully achieves the desired metric. Below, you can see summary scores for each program. Programs have been sorted from best to worst. We assigned a letter grade (think of a report card) to each program based on these scores. Our grading scale is old school, and assumes a “A” is awesome (green), “C” is average and acceptable (blue), “F” is failing (red).



B2: EE Programs rated by Environmental Stewardship and Community Building

LRD staff also ranked our environmental education programs according to how well they develop environmental stewardship and build a sense of community amongst participants. These scores are ranked, and rank 1 was identified as the best or most effective program while rank 33 was deemed the poorest performing program. It is interesting, but not surprising, to see that our programs that most successfully engender environmental stewardship also increase our sense of community. The programs in the darker green box (bottom left quadrant of figure) are the highest performing programs. These programs both develop a sense of environmental stewardship within participants and a sense of community building among participants. Programs in the orange box (top right quadrant) are the poorest performing programs.

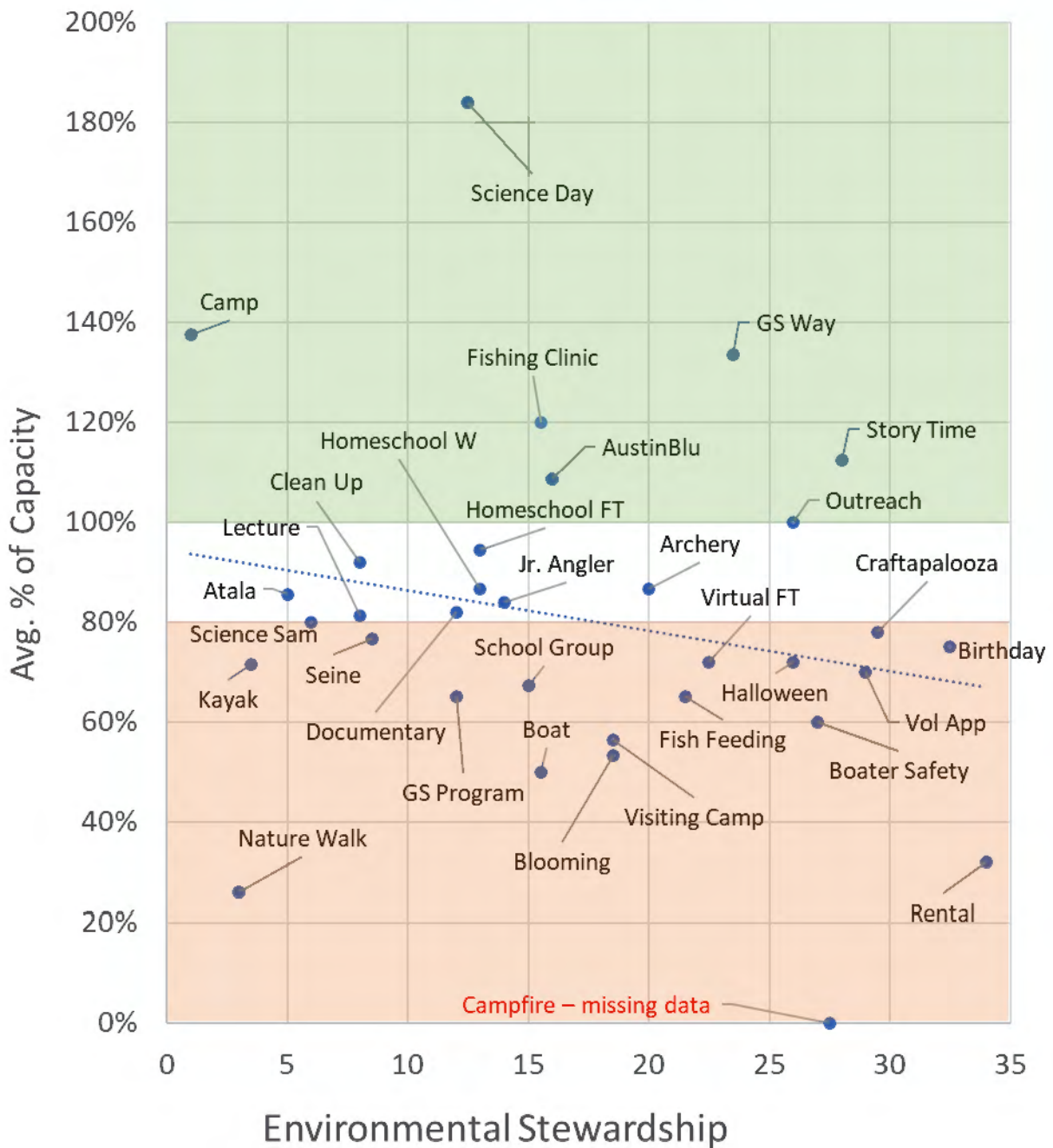
It should be noted that some “programs” were determined to be activities but not actual programs. For example, Outreach and Birthday could be viewed more accurately as marketing efforts. Vol App are our efforts to recognize and reward our terrific volunteers. These non-program activities were largely ignored during strategy discussions.



B3: EE Programs rated by Environmental Stewardship and Average Attendance compared to Capacity

As one measure of program efficiency, the chart below shows the general correlation between the quality of environmental education programs (lower Environmental Stewardship score signifies higher quality program) and the average fullness of a program. In general, higher quality programs are more likely to be at or near capacity (e.g., Camp, Clean up, Atala). There is a pressing need to understand and remedy the low participation rate among some high-quality programs (e.g., Kayak, Nature Walk, Seine).

Stewardship v Avg % Full



B4: EE Programs rated by Environmental Stewardship and Labor Hours Expended by staff per Participant

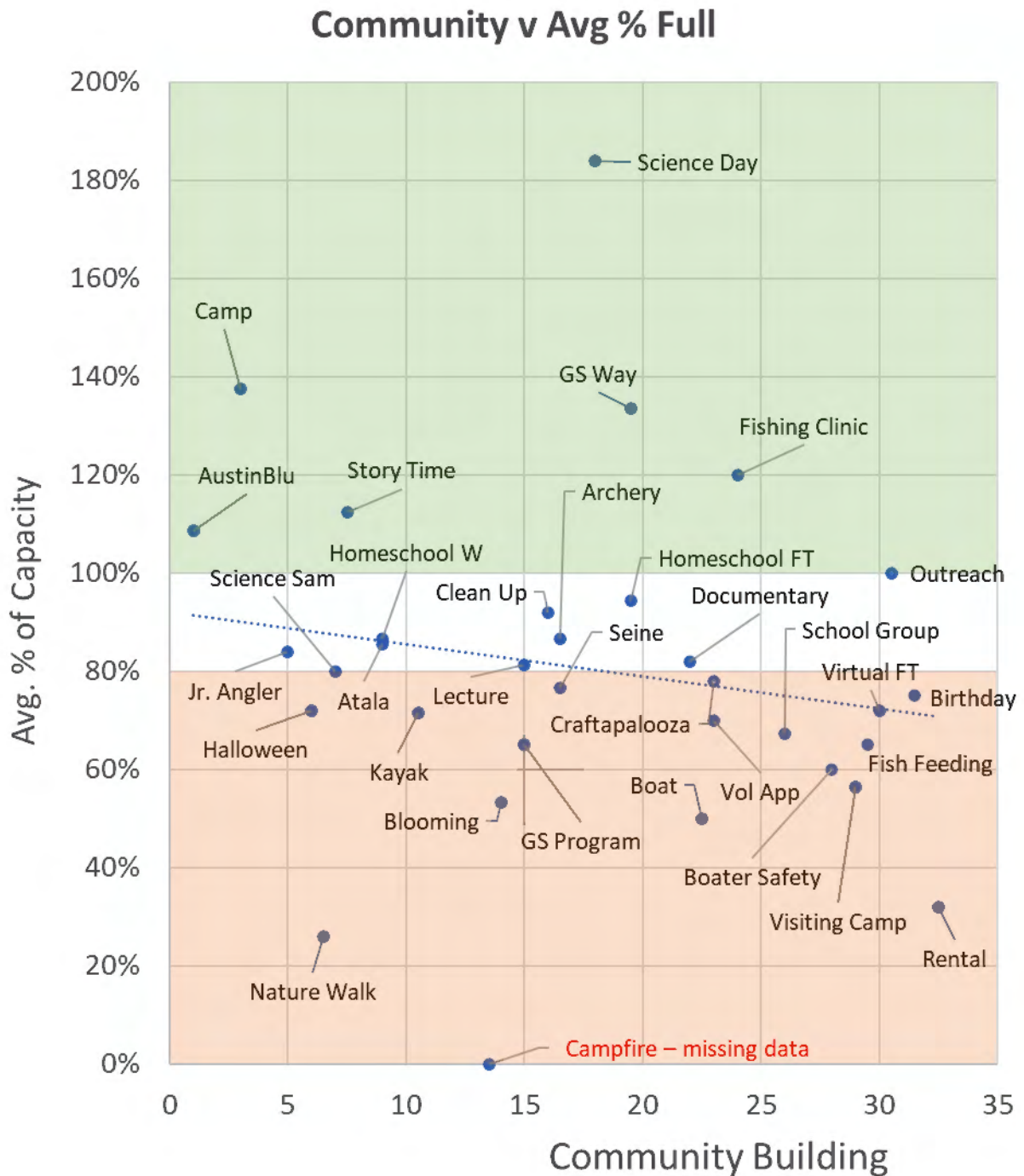
As a second measure of program efficiency, the chart below shows the general correlation between the quality of environmental education programs (lower Environmental Stewardship score signifies higher quality program) and the amount of staff time expended per program participant. In general, higher quality programs require more staff time per participant (e.g., kayak, Jr. Angler), though there are exceptions (e.g., Lectures, Clean ups, Science Day).

Stewardship v Hours/Participant



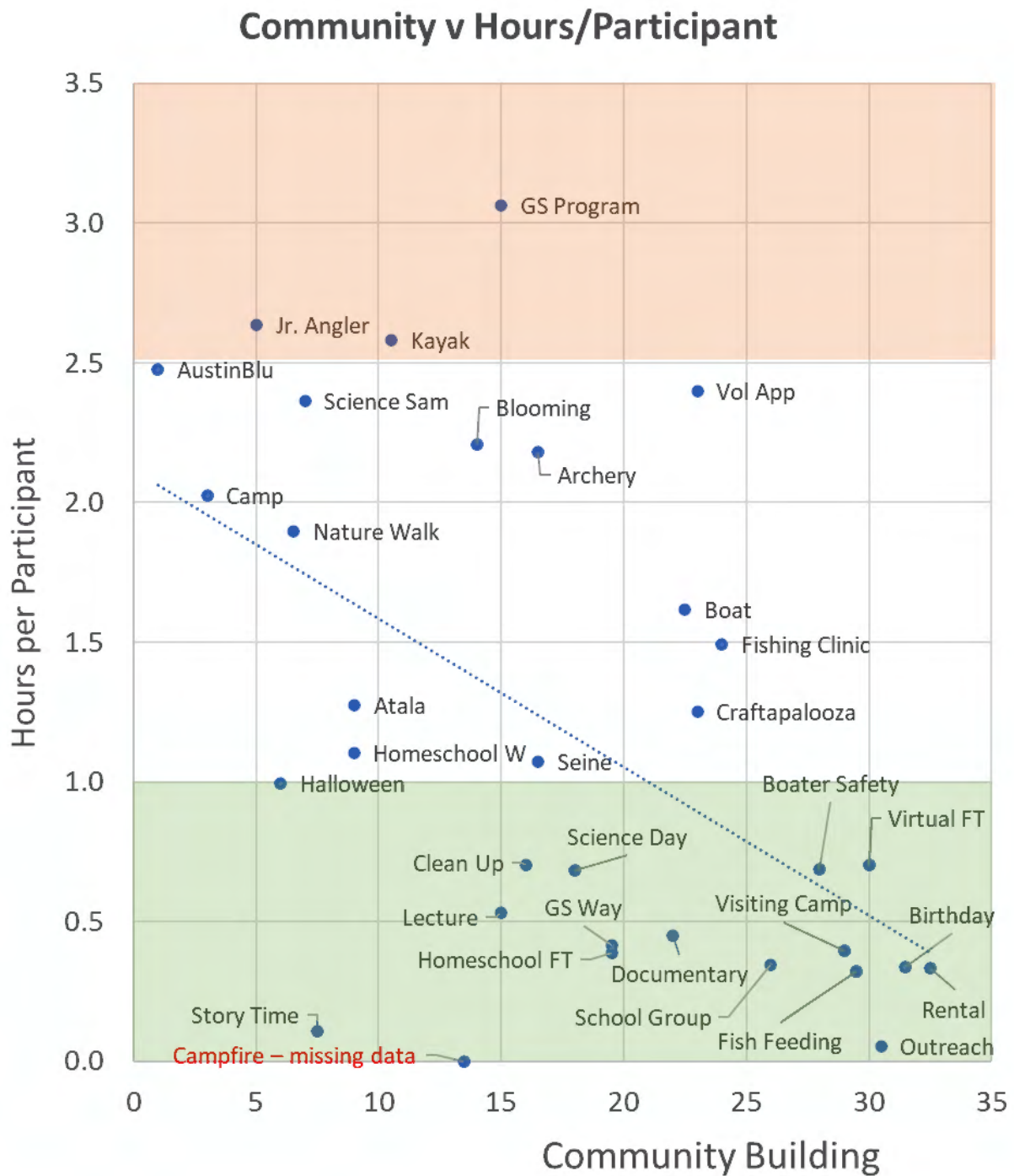
B5: EE Programs rated by Community Building and Average Attendance versus Capacity

The chart below shows the correlation between the quality of education programs at building a sense of community (lower Community Building score signifies higher quality program) and the average fullness of the program. In general, higher quality programs are more likely to be at or near capacity (e.g., AustinBlu, Camp, Story Time). We need to understand and remedy the low participation rate among some high-quality programs (e.g., Nature Walk, Blooming).



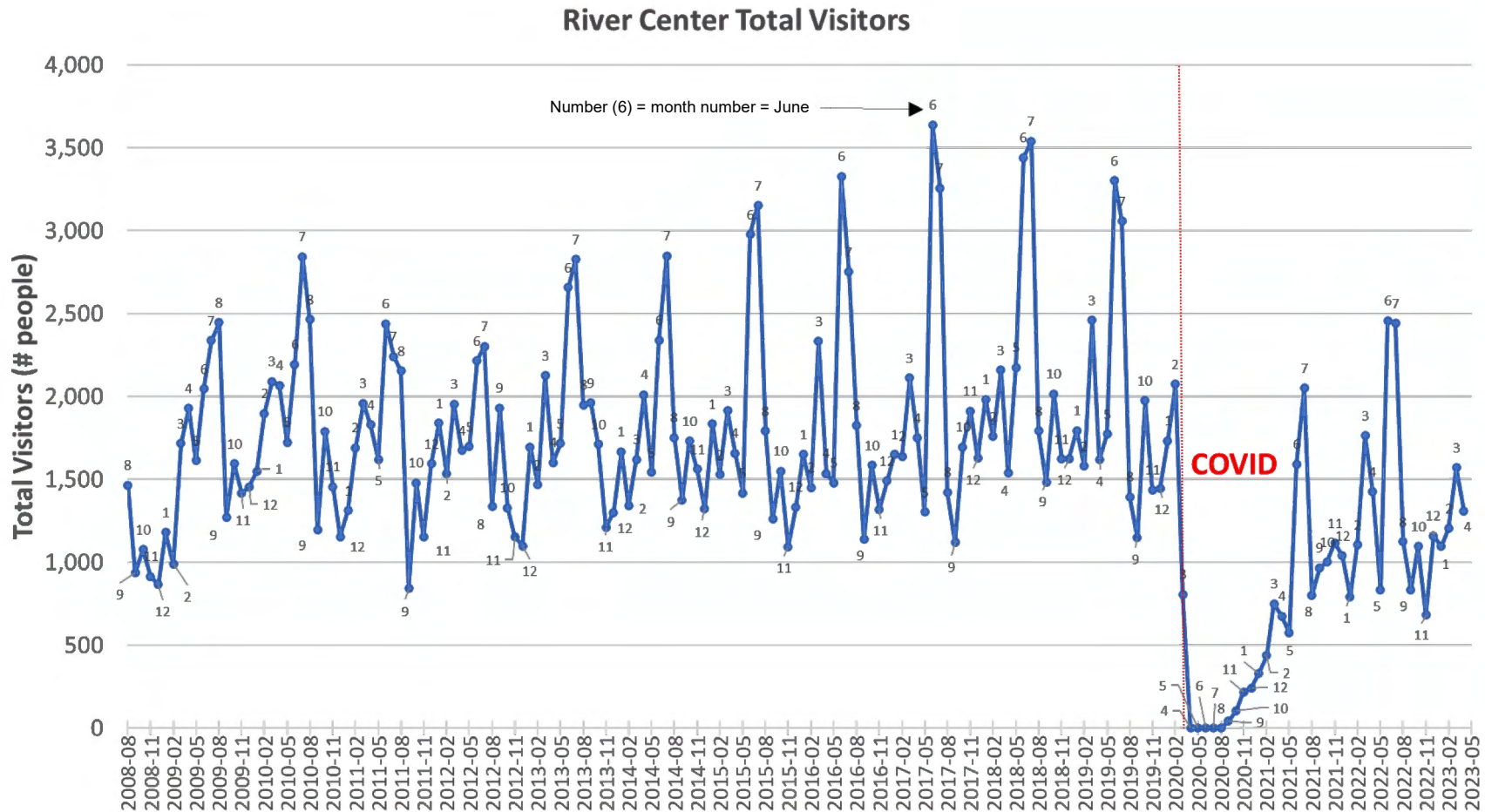
B6: EE Programs rated by Community Building and Labor Hours Expended per Participant

The chart below shows the general correlation between the quality of education programs at building a sense of community (lower Community Building score signifies higher quality program) and the amount of staff time expended per program participant. In general, higher quality programs require more staff time per participant (e.g., AustinBlu, Jr. Angler, Kayak), though there are exceptions (e.g., Story Time, Lectures, Clean ups, Halloween).



Appendix C: Impact of COVID-19 on the Number of People Educated Through the LRD’s Environmental Education Programs

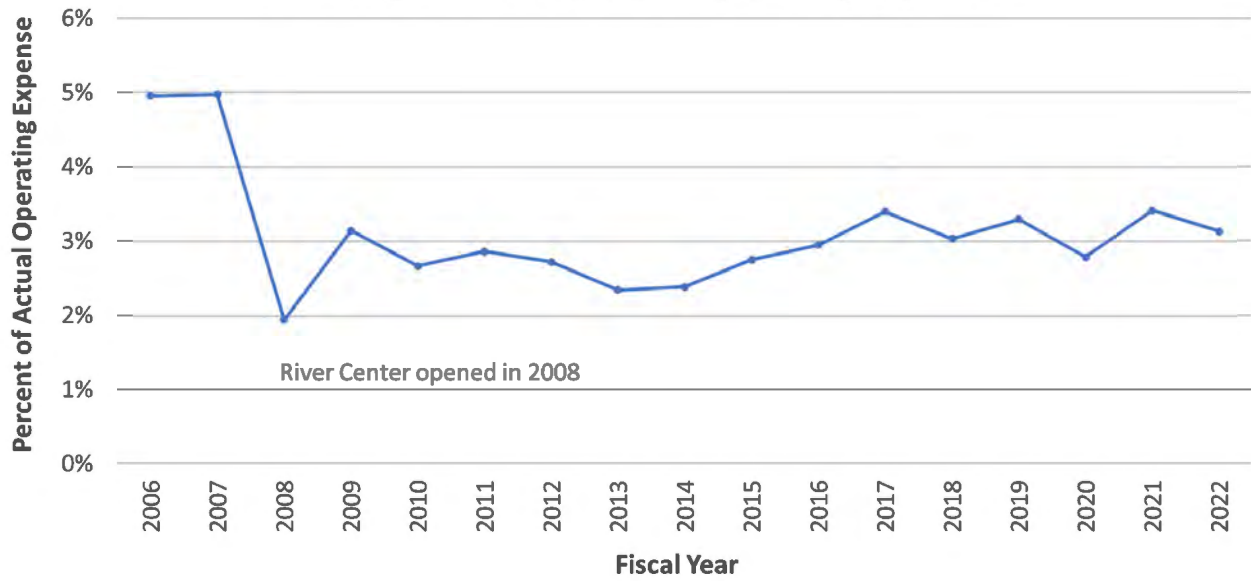
The chart below shows seasonality in the number of people visiting the River Center and engaging in LRD’s environmental education programs. Engagement consistently peaks in summer months (June and July) with lowest participation occurring in Sept., Nov., and Dec. The COVID pandemic had a massive, negative impact on participation as people sought to avoid close contact with others.



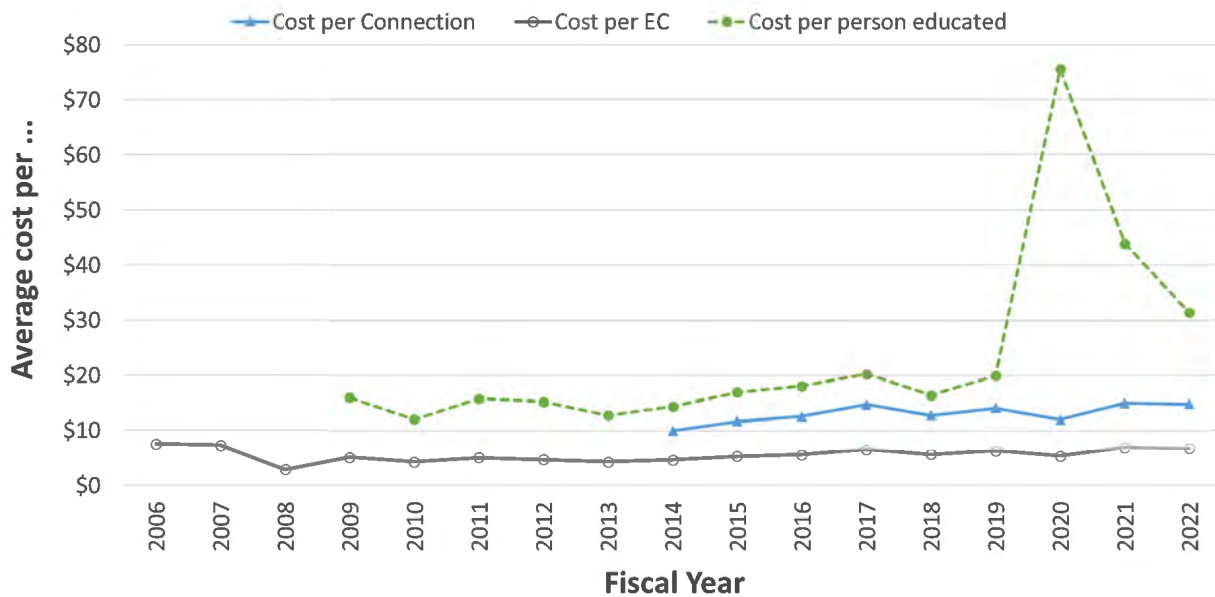
Appendix D: Environmental Education Operating Expenses

Since 2009, the first full year of River Center operations, LRD’s annual operating expenses for environmental education have equaled approximately 3% of operating expenses. These operating expenses have remained relatively flat when viewed as a cost per connection or cost per equivalent connection (EC), i.e., a home with one toilet = 1.0 EC while a home with 4 toilets = 1.75 EC. However, the cost per person educated increased dramatically during COVID because participation in these programs decreased precipitously (see prior chart).

LRD Environmental Education Annual Expenses as a Percentage of Total Actual Operating Expenses



LRD Environmental Education Annual Operating Expenses



Appendix E: Board SWOT Analysis

Strengths and Opportunities as identified by LRD Governing Board Members (S=Mr. Rockoff, M=Dr. Rostock, C= Mr. Yerkes, K= Mr. Baker, G= Mr. Boggie) during their individual meetings. Bold comments represent elements included as strategic initiatives in the Balanced Scorecard.

Strengths	Opportunities
<ul style="list-style-type: none"> - Environmental education is not just an ancillary part of our mission (S) - Environmental Education is key to reducing environmental impacts and degradation in our service area and throughout the country (M) - Free or low-cost environmental education programming (K) - Our environmental education programs are well done (high quality) (G) 	<ul style="list-style-type: none"> - Actively market environmental education programs via HOA newsletters and activities calendars (S) - Need to reach Seniors (S) - To reduce “no shows” of Nature Walk, charge in advance, give lunch and give a tee shirt or hat (S) (M) (K) - Utilize BLM to be a satellite near the Jupiter Lighthouse using grants to finance (S) (M) (C) (K) (G) - Use LRPI grant funds (\$100K) at 20 Acres for remediation and to get started with parking and small chickee hut (M) (C) (K) - Add volunteers and partners (eg, with schools) to gain efficiency (C) - Interactive watershed map to educate people about exploration opportunities within the watershed (S) - Consider trails around the lake with entrance from Central Blvd (K) - Increased costs could result in charging or taxing District residents not connected to the sewer system (C,G,S) - Loss of BWS represents increased opportunities for the River Center at 2500 Jupiter Park Drive (C) - Develop 20 Acres as exciting hub for eco-tourism (S) (C) - Get someone other than LRD to develop the 20 Acres (G) - Measure how programs link to stewardship based on “core” powers in our enabling act, i.e., pollution prevention via effective management of wastewater, stormwater, potable water. (G) - Collaborate with Audubon to conduct birding tours (K) - Would like “transparency” of RC costs on LRD bill (G) - Hire part time grant finder/writer (M) - Encourage a Membership package with weak and strong programs bundled and named levels like Boy Scouts (S) - Partner with schools and give extra credit (S) - Introduce interactive immersive AI for use at RC and at home (S) - Potential to charge more and drive revenues to cover operational costs and add to dashboard (C) (K) - Add gun safety and hunting safety (K)

Weaknesses and Threats as identified by LRD Governing Board Members (S=Mr. Rockoff, M=Dr. Rostock, C= Mr. Yerkes, K= Mr. Baker, G= Mr. Boggie) during their individual meetings. Bold comments represent elements included as strategic initiatives in the Balanced Scorecard.

Weaknesses	Threats
<ul style="list-style-type: none"> - Not enough effective RC Marketing (need more Buzz and to improve perception of District) (S) (M) (C) - 3 % of Operating expense for the RC is too low (S) - Increase RC Operating expense to as much as 5% by using an activity – based budgeting approach to justify (M) (K) - RC not clearly identified as a program of the LRD by the public (ie, marketing or location) (C) - Lack of awareness of LRD’s key role in the local water cycle (C) - Challenging to document and quantify impacts of environmental education programs (S)(G) - “Public education” is a weaker label than “environmental education” (C) 	<ul style="list-style-type: none"> - Large capital costs that impact our rate payers and do not affect stewardship positively (G) - Large capital costs on property not owned by LRD (K) - Higher than expected expenses may result in charging or taxing District residents not connected to the sewer system. (K) - Mediocre / small facilities (S)

Appendix F: Agency & Nature Center SWOT Analysis

Agencies and Nature Centers included: Busch Wildlife Sanctuary (BWS); Jonathan Dickinson State Park (JD); Jupiter Outdoor Center (JOC); Loggerhead Marinelife Center (LMC); Palm Beach County (PBC); South Florida Water Management District (SFWMD). Staff votes were used to identify elements to be prioritized as strategic initiatives in the Balanced Scorecard.

SWOT	Partner	Note	Staff Votes
3 O	PBC	There is lots of grant funding available to support construction of environmental education facilities.	5
2 W	BWS	"Not Knowing" - people may not find RC without a direct invitation. Not a tourist attraction.	4
3 O	LMC, JDSP, JOC	Nature is the draw but accessibility and structures/amenities are required especially to reach "non-nature" people.	4
3 O	PBC	Invest \$ in infrastructure, then invest in program.	4
3 O	LMC	Fish feeding makes a connection with the animal. Both LMC and BWS think this is a good opportunity to reach "that" demographic	4
3 O	JOC	Believes people want to be guided and educated. Majority now just want to engage in nature but trend is increasing for guidance & education. Sense of "place" or Place-based education.	4
3 O	SFWMD	Connect with all surrounding natural areas and user groups: Florida Trail Assoc., Equestrians, Riverbend Park (hike, bike, paddle), JDSP, Cypress Creek, 9-gems, Ocean to Lake Trail.	4
2 W	JOC	From engagement with public at Riverbend it feels like the public is NOT informed about the watershed. Improving this is key.	3
3 O	LMC	Offer Trail Cams and Vistas (viewing platforms) at 20 acres.	3
3 O	LMC	We live here because of the environment, so environmental stewardship really matters to sustain the long-term value of this area.	3
3 O	LMC, BWS	% Participation suggestions: choose when to open registration (closer to event), use booking software that allows people to cancel themselves, use software that offers a waitlist, charge a small fee (\$3) and give them a bottle of water.	3
2 W	JDSP	Bridging gap between young (being educated) and old (being stewards). Young and middle aged adults are not represented	2
3 O	SFWMD	Include career opportunities in our educational programming.	2
3 O	PBC	Need a campus. Give people a destination. Riverbend and 20 acres would give a day experience to visitors. Get educated, float the river, go on a hike.	2
3 O	JDSP	Users need to understand what they are using. Educate the users of the river about the river	2
4 T	LMC	With only passive visitation, people can miss your main message	2
4 T	LMC	Parking - if people stay longer (destination), parking can become an issue.	2
1 S	BWS	Engagement with young children leads to continued participation at the child grows. Story time, birthday parties, all build community, not stewardship but act as a gateway to engagement and future stewardship	2
3 O	JOC	Education needs to merge with experience. Offer pre-trip or during trip education.	2
3 O	SFWMD	Need to include restoration projects in the education message. ACOE restoration but also farmland restoration	2
3 O	JDSP	Does not offer education on river - RC has opportunity to educate on river - this is not being done by LMC, BWS, JDSP, PBC	2
1 S	JOC	Appreciated partnership in the past and felt their campers and staff benefited from it. RC Program was the best part of the week.	1
1 S	LMC	Your Halloween events are a great way to engage community members that otherwise might not be in our core audience.	1
1 S	PBC	Story Time is ranked too low, it is more important than staff have suggested in their rankings.	1
3 O	LMC	Need an emotional tie to make a bond with the message.	1
3 O	LMC	Providing access to scenic vistas is important (20 acres)	1
3 O	JDSP	Visits to area and activities needs to link how these interact with the watershed	1
3 O	SFWMD	Education programming. Keep engaged as they grow. Programming for all ages.	1
3 O	JOC	Make Visit Florida an affiliate partner through FareHarbor to increase tourist participation in outdoor programs.	1
3 O	PBC	Build volunteer program so volunteers can run the facilities and programs.	1
1 S	SFWMD	Your environmental education programming is invaluable, especially getting people out to explore the watershed.	1
1 S	JDSP	It is important to connect people to the river so they value the river system and want to protect it.	1
3 O	SFWMD	It is hard to reach high school students with our message, the River Center could help us.	1
3 O	JOC	Offers free kayaks to anyone who will pick up trash on Wednesday. Thinks this could be a good opportunity for collaboration with RC	1

Appendix G: Partner SWOT Analysis

Partners included: AustinBlu Foundation (AB); Bureau of Land Management (BLM); Coast Guard (CG); Jupiter High Environmental Academy (JH); Loxahatchee River Historical Society (LRHS); Mang; Nature Conservancy (TNC); PBC Environmental Resource Management (ERM); WPB Fishing Club (FC). Staff votes were used to identify elements to be prioritized as strategic initiatives in the Balanced Scorecard.

SWOT	Partner	Note	Staff Votes
3 O	BLM	LRD is missing an opportunity by not educating local business community. Later discussion listed BBB, Leadership Palm Beach, Chamber of Commerce as opportunities for engagement. How will climate change affect insurance brokers (risk), bankers, marinas?	5
3 O	TNC	How many programs are 100% staff run v. partner run? Perhaps there is room for more collaboration and program reach with partners sharing the load.	5
3 O	Mang	More opportunities to partner with Wild Pine Lab and RC	4
2 W	JH, TNC	Programming is missing climate change.	3
2 W	Mang	River Center and program outreach to new visitors is almost exclusively by word of mouth.	3
3 O	AB, BLM	No one is aware a portion of their quarterly bill for sewer service goes to environmental education	3
3 O	BLM	Include programming, environmental education, etc. on bills	3
3 O	BLM	Use partners for entry points to your programming by having other partner programming include information on LRD.	3
3 O	TNC	TNC has directive to reach non-conservation minded people. A variety of programs will bring people not in "conservation" community [archery, etc.]	3
4 T	ERM	Size of program compared with staff is impressive. Implication is there are too many programs or too few staff	3
4 T	ERM	LRD needs to differentiate from other partners and what makes us different from LMC, BWS, etc.	3
3 O	TNC	Would like to include interpretive signage at TNC's lift station	3
1 S	ERM	20 acres is "center" of watershed. Watershed needs an interpretive hub for Riverbend, JDSP, Hungryland, Pine Glades, Cypress Creek, etc. Those areas put together are larger than our state parks. They can all be connected through 20 acres.	2
3 O	FC	Charging for programs decreases cancellations and no shows	2
3 O	BLM	Use of interpretive signage at boat ramps and other public access points to the river	2
3 O	Mang	Use virtual programming (not field trips) to engage and entertain people so they can learn virtually. It will also help to drive in more participants when they can see what we do.	2
3 O	ERM	LRD as spokesperson for the Loxahatchee River and can be an eco-tourism driver.	2
4 T	TNC	LRDs stated education goals do not necessarily fit with apparent "youth" audience targeted by majority of programming	2
1 S	CG	Flotilla 52 is #1 in all of Florida for Boater Education because of its partnership with AustinBlu and the River Center. We get the word out.	1
3 O	Mang	The scale of the 20 acres would transition from education to "eco-tourism"	1
3 O	ERM	Eco-tourism funds lowering rates. Tourism is #1 priority for FL economy.	1
3 O	BLM	Add outdoor ethics to archery and boating programs.	1
3 O	AB	Increase the conservation message during boating classes.	1
3 O	JH	We need a "Green Cay" in Jupiter. River Center could be that at 20 acres.	1
3 O	LRHS	Collaborate on volunteer field trips with LRHS, TNC, BLM, BWS, LMC	1

Appendix H: Participants & Parents SWOT Analysis

Participants and Parents included a diversity of perspectives. Their names are withheld for privacy. Staff votes were used to identify elements to be prioritized as strategic initiatives in the Balanced Scorecard.

SWOT	Participant	Note	Staff Votes
2 W	AH	RC is missing Tweens and Young Adult age groups.	5
3 O	AB	Signs up for seine & dips and fishing clinics because it is the closet she can get to doing summer camp herself (wants Adult Summer Camp).	5
3 O	LC, SM	Add more books and puzzles for small children, but increase the space dedicated to that. Lots of things to touch and feel. Something more experiential for small children. More biofacts. Maybe add some things outside.	4
3 O	LC, AB	Theme out the hikes like ERM does to get people to come (Wildflowers Walk). Perhaps do a nature photography hike and then have people post online with a specific #.	3
3 O	SM	Offer an "eco club" on Saturdays where kids can do things like they do in camp but offer it all year long.	3
3 O	LC	Book club for slightly older children (chapter books). Science-based books. Science adventure stories too.	3
1 S	SD / AB	My child(ren) have been changed by the River Center.	2
1 S	CH	RC is getting kids outdoors.	2
1 S	SM	I have never been able to do archery before. It was never convenient or easy to sign up for. Now it is and I went to their program and loved it! Something I did just for myself (left her son at home). "Do more archery!"	2
3 O	AH	Halloween is a bridge program that gets people to come to the River Center and learn more about programs.	2
3 O	CH	Add a "youth" lecture series for middle school students	2
3 O	SM	Bio Blitz (like ERM, FWC) to get people out experiencing the natural areas.	2
3 O	SM	Expand the touch tank.	2
3 O	CH	Need to get more people outside. Break the barriers that are prohibiting them from going outside.	2
3 O	SM	Reach out American Heritage and Trail Life USA to offer outdoor opportunities and badge workshops for those groups.	2
3 O	AB, DP	Use the RC classroom as a co-working space with free wifi (like Starbucks). Could include a short program. Young adults are asking how to meet people and networking spaces could be an answer for them.	2
1 S	DP, AB	Boater Safety promotes conservation by teaching people how to boat responsibly.	1
1 S	KC	There is something here for everyone.	1
3 O	SM	Craftapalooza is a great program for little kids. Make it "meatier" by adding an educational component outside.	1
3 O	AB,AH	Use upcycled crafts (ideas from Resource Depot) and then invite kids to display them at the River Center (garden) or take home.	1
3 O	AB	Tie visual arts and science together in curriculum.	1
3 O	DP	More evening lectures - builds community and relationships	1
3 O	AH, CH	Need a home, a place to come, and a place to gather.	1

Appendix I: Staff SWOT Assessment of Programs

Staff votes were used to identify elements to be prioritized as strategic initiatives in the Balanced Scorecard.

SWOT	Note	Staff Votes
3 O	Improve focus and outcome scores for select programs (Girl Scout Way, Halloween, Archery, Campfire, Fishing clinic, Story time)	4
4 T	Transportation to and from River Center or alternate program location is a challenge for financially disadvantaged community members - evaluate the potential to provide transportation (through partnerships?)	4
4 T	Poor metrics can drive wrong behavior (e.g., focus on number of visitors) - consider refocus on participation rate (% of capacity) and staff utilization rate.	4
3 O	Decrease time invested per participant for select programs (Girl Scout program, AustinBlu Tournament, Science with Sam, Jr. Angler Tournament, kayak, Blooming in the Garden, Camp, Archery)	3
3 O	Potential new programs (Fishing adventure, Day camp for adults, Swamp tromp, Tots on trails, Wilderness skills)	2
3 O	Emphasize underserved communities for select programs (School group tours, Visiting camps)	2
3 O	Improve attendance for select programs (Nature hike, Bloming in the garden, Kayak, Boat tours)	1
1 S	All programs with a score < 15 (Nature Walk, Summer Camp, Atala Butterfly Festival, Kayak, Clean up, Science with Sam, Jr. Angler Tournament, Lectures, GS Programs, Homeschool Workshops, Documentary, AustinBlu Tournament, Seine and Dip, Homeschool Field Trip)	0
2 W	All programs with a score > 22 (Birthday Party, Craftapalooza, Boater Safety, Fish Feeding, Virtual Fieldtrips, Visiting Camps)	0
3 O	Science Day - help participants better connect and build community (engage and sign up for subsequent program)	0
4 T	Lack of Spanish language skills among River Center staff and volunteers	0
4 T	Public school bussing	0

Appendix J: Staff SWOT Assessment of Operations

Staff votes were used to identify elements to be prioritized as strategic initiatives in the Balanced Scorecard. Only those SWOT elements receiving a meaningful number of votes were included here.

SWOT	Note	# Votes
2 W	Lack of connected nature trails at the River Center	5
3 O	Improve external communications through clarified internal responsibilities	5
2 W	Lack of storage space at River Center and BLM	4
3 O	Additional LRD vehicle (15 passenger van or small bus)	4
3 O	Full-time volunteer coordinator needed to improve recruitment and engagement with volunteers	4
3 O	Conduct quarterly program targeting LRD staff (e.g., kayak, nature hike) to help staff experience the river and watershed we all work to protect	4
2 W	Time management	3
3 O	Increase diversity among staff, interns, and volunteers	3
3 O	Professional development (attend conferences, PowerBI training)	3
3 O	Give an annual Watershed Status presentation to the Governing Board (target post-summer presentation)	3

Appendix K: Staff SWOT Assessment of Facilities

SWOT	River Center	BLM	20 Acres
Strength	Facilities already exist	Site plan exists for the site	Property already owned by LRD
Strength	Site is easily accessible	Site is well known, easily accessible, and already includes a major attraction (lighthouse) with >100k visitors/year	Site plan exists for the site
Strength	Existing lease defines access to the property and building	Site gets tons of visitation from school field trips	Enough space to create a 'campus' that supports multiple programs and activities, including guided programs and passive recreation opportunities
Strength	Existing programs can be run efficiently here due to location and facilities (camp, boat tour, seine and dip, fishing clinic)	BLM wants LRD to offer environmental education programs onsite as a partner	No compromise of utility site security
Strength		Grants available from BLM to offset costs	Site is located within an extensive network of natural areas and expansive hiking and biking trails
Strength		Existing nature trails	Site location provides easy kayak access to Wild & Scenic River
Strength		Access to saltwater (downstream end of watershed)	Existing Programs that can be run efficiently here due to location and significantly expanded space: nature hikes (extensive options), camp, atala festival, AustinBlu Fishing Tournament, Girl Scout programs, Homeschool field trips.
Strength		Partners (Historical Society, BLM, TNC, MANG)	
Strength		Existing Programs that can be run efficiently here due to location and facilities (camp, boat tour, kayaking, fishing clinic, snorkeling, clean ups, nature hikes)	
Weakness	LRD is a tenant	No onsite storage	No saltwater
Weakness	Lease terminates March 12, 2027	Small facility with minimal staff office space	More work than existing staff could manage
Weakness	Constrained to very small parcel of land, which leads to very brief (non-program) visit times and negative reviews	No freshwater	Laborious to move equipment around property
Weakness	Not enough space to expand physical facilities	Cultural resources constrain some opportunities	Existing Programs that cannot be run efficiently here: boat tours, snorkeling (alligators),
Weakness	Existing Programs that cannot be run efficiently here (nature hike, kayak)	Laborious to move equipment around property	
Weakness		LRD would be a tenant with no legal guarantee for permanent or even long-term access	
Weakness		Constrained to renovating two existing houses	
Weakness		Not enough space to replace physical facilities needed (i.e., upgraded building)	
Weakness		Existing Programs that cannot be run efficiently here due to less space (seine and dip, archery)	
Opportunities		Number of visitors (not driven by a program) and duration of their visit should be significantly improved as the campus is developed	More outdoor programs because of available space and proximity to natural areas and waterways
Opportunities		Existing programs that can be run more efficiently and effectively here: summer camp (if we have certain facilities), nature hikes	Ability to create or become a destination with multiple opportunities to engage a visitor
Opportunities			Ability to grow more partnerships
Opportunities			Can take as long as we want to build out the campus
Threats	Palm Beach County's ultimate site plan does not include River Center	Cost to renovate facilities much more significant than expected	Need funding to build physical facilities (i.e., upgraded building)
Threats	Palm Beach County further limiting access to Burt Reynolds Park amenities	Lack of visitor parking	Cost
Threats		No exhibit space	
Threats		Loss of identity	



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: SEPTEMBER 15, 2023
 SUBJECT: FISCAL YEAR 2024 – BUDGET APPROVAL

This month we seek your approval of the final draft Fiscal Year 2024 (FY24) Budget, which is provided following this memo. Following this page, you will find the budget resolution, a high-level budget summary, and the complete draft budget.

We will hold a Public Hearing at 6:55 pm on Thursday, September 21, 2023 (prior to the regular Board Meeting) during which members of the public may provide comment on the proposed budget. During the regular Board Meeting, following the Public Hearing, you will vote on Resolution Number 2023-06, which is attached following this page and included within the proposed FY2024 Budget. Approval of Resolution No. 2023-06 will result in adoption of the Fiscal Year 2024 Budget.

The proposed Budget includes the following [% increase from FY2023]:

\$20,436,972	Operating Expenses	[8.5% increase]
\$ 2,978,251	Capital Improvements	[39.7% decrease]
<u>\$ 9,719,222</u>	<u>Renewal & Replacement</u>	<u>[24.6% increase]</u>
\$33,134,445	Total	[4.9% increase]

This month our operating expenses increased by \$45,100 due to updated projections from the Gehring Group based on LRD's actual claims far exceeding expectations this year. But, the good news is that this month our operating expenses decreased by \$306,380 due to lower Directors and Officers and cyber insurance costs (\$5,650), no increase for property insurance (\$80,430), reduction in chemical use in Collections (\$160,000), and lower chlorine costs as determined by our recent RFP results (\$60,000). So, our budgeted operating expenses now are increasing by 8.5%, which is a significant improvement over last month's projection. Capital Improvements increased by \$426,499 due to revised price projections.

I believe this budget balances fiscal conservatism with systematic, proactive efforts to achieve our mission (*protecting public health and preserving the Loxahatchee River watershed and its natural habitats through innovative wastewater solutions, research, and environmental stewardship*).

I am pleased to offer the following motion for your consideration:

"THAT THE GOVERNING BOARD approve Resolution 2023-06 adopting the Loxahatchee River Environmental Control District's annual budget for the 2024 Fiscal Year."

Dr. Matt H. Rostock
CHAIRMAN

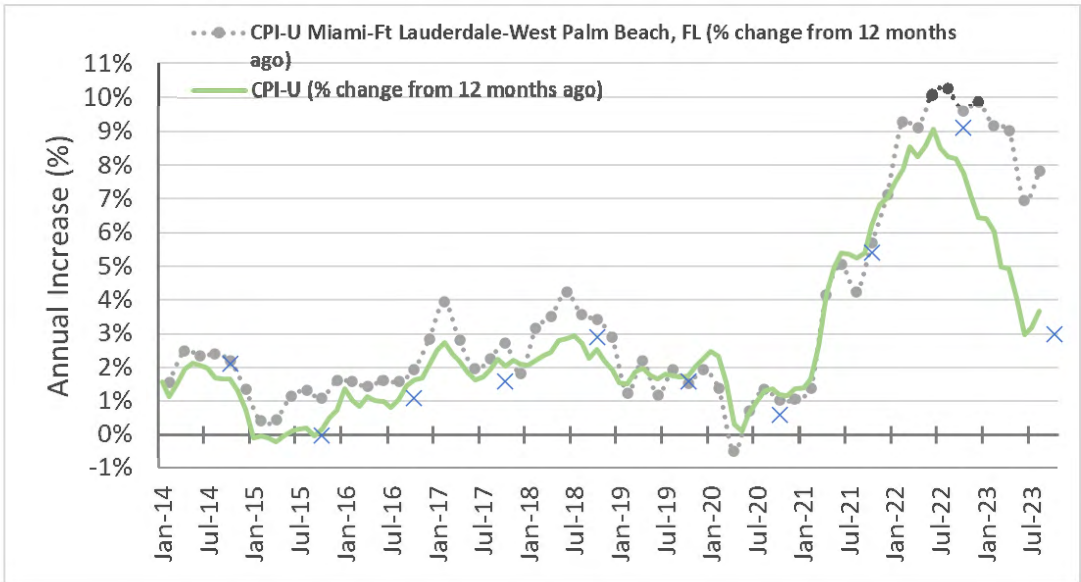
Kevin L. Baker
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

Stephen B. Rockoff
BOARD MEMBER

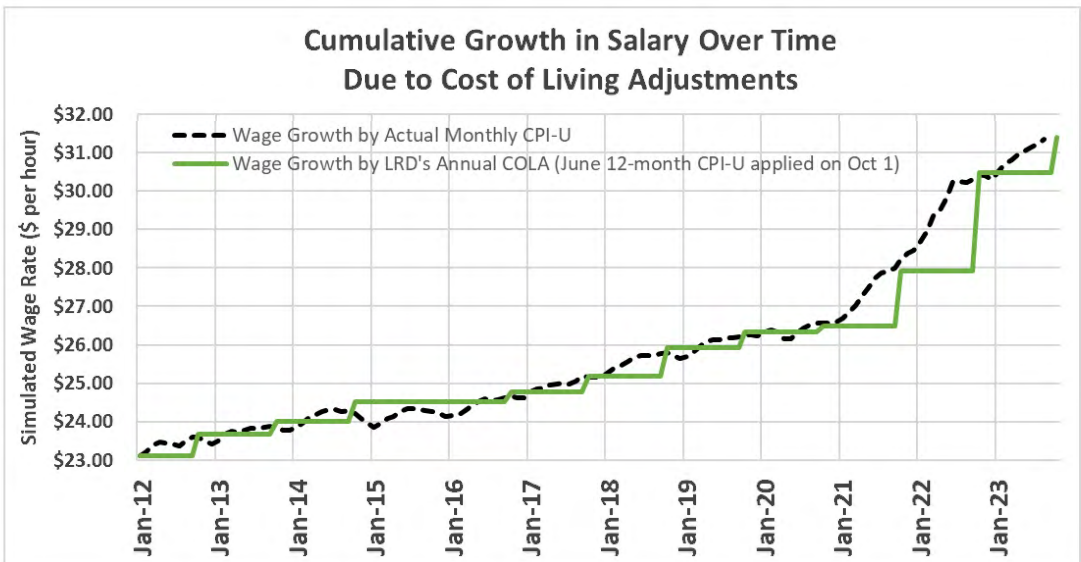
Clinton R. Yerkes
BOARD MEMBER

Last month I received a directive to obtain and analyze more information relative to the amount we are budgeting for our annual cost-of-living adjustment (COLA). Our policy is to budget COLA based on the June Consumer Price Index (CPI-U, All Items, Not



Seasonally Adjusted) as published by the US Bureau of Labor Statistics. This value is used to adjust all employee pay rates effective October 1 to maintain employees’ purchasing power relative to realized inflation. At our meeting last month, there was discussion around the appropriateness and/or equitability of using the June CPI-U value as the basis for our annual COLA.

The chart above shows: (green line) consumer price index (CPI-U) for the period 2014 through 2023 ; (gray dotted line) south Florida regional CPI-U; and (blue X) LRD’s annual COLA adjustment. This chart could be interpreted that our COLA last year was excessive because the COLA captured the peak value for the year. However, inflation is a cumulative factor, and when we analyze these data from a different perspective, we see clear evidence that our COLA adjustment process does a sound job of maintaining the purchasing power of our employees, i.e., indexing our wages to inflation. In the chart below, I have plotted a hypothetical employee’s wage over the period 1/1/2012 through 10/1/2023. The starting wage for both lines is the median LRD salary from 2012 (\$23.13). The black dashed line shows how that wage would have increased if we applied the actual monthly CPI-U value, i.e., if we perfectly adjusted the employee’s wage each month according to CPI-U. The green line shows how the employee’s wage would have been adjusted pursuant to our existing policy, i.e., applying the June 12-month CPI-U adjustment each October 1. The green line shows remarkable concordance with the actual inflation rate, though there is a lag in the pay adjustment that is most pronounced during periods of rapidly increasing inflation (Jan 2021 – Oct 2022).



Therefore, I conclude our policy of adjusting employee pay rates on October 1 based on the June Consumer Price Index (CPI-U, All Items, Not Seasonally Adjusted) is a reasonable mechanism to systematically maintain our employees' purchasing power relative to inflation.

A second question that arose was the concern that the regional CPI-U often exceeds the national CPI-U, i.e., inflation in south Florida often is higher than it is across the USA (compare green line and gray line in graph at top of prior page). This has been especially noticeable since January 2022. Currently, the south Florida regional CPI-U is at 8.6% for the 12 months ending in August 2023. Shelter (+14.3 percent) was the largest contributor as owners' equivalent (+14.3 percent) and rent of primary residence (+15.3 percent) continued to increase over the past year. We know our employees are feeling these impacts.

From 2012 through 2023, the south Florida CPI-U has averaged 0.8% higher than the national CPI-U. In 2019 the south Florida CPI-U was 0.5% below the national CPI-U, but this year the south Florida CPI-U was a staggering 4.0% higher than the national CPI-U.

It is my opinion that it is a philosophical / policy discussion to consider revising our COLA from the national CPI-U to the regional CPI-U, and I do not believe staff are ready to make a recommendation on this topic.

Loxahatchee River Environmental Control District

Annual Budget

For the Fiscal Year Ending September 30, 2024



Prepared by:
Finance Department

Loxahatchee River District Governing Board and Management

September 2023

Governing Board

Representing the voice of a community dedicated to preserving the Loxahatchee River, the Loxahatchee River District is guided by a publicly elected, five-member Governing Board. Elected in staggered terms of four years, they bring to the District their expertise in environmental issues, engineering and planning. Board members must be a resident of the Governing Board area in which he or she is elected.

Dr. Matt H. Rostock _____ Chairman
Area #3

Stephen B. Rockoff _____ Vice-Chairman
Area #5

Gordon Boggie _____ Treasurer
Area #1

Clinton R. Yerkes _____ Secretary
Area #2

Kevin Baker _____ Assistant Secretary/Treasurer
Area #4

Senior Management Team

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

Kris Dean, PE _____ Deputy Executive Director

Kara D. Fraraccio, CPA _____ Director of Finance and Administration

Kenneth Howard _____ Director of Information Services

Courtney Jones, PE _____ Director of Engineering

Jason A. Pugsley, PE _____ Plant Manager

Resolution No. 2023-06

WHEREAS, under the provisions of Section 189.016, Florida Statutes, the proposed annual budget for the Loxahatchee River Environmental Control District has been submitted this 21st day of September, 2023.

WHEREAS, under the provisions of Section 189.015, Florida Statutes, a public hearing on the proposed budget has been held and notice thereof having been published in one issue of the Palm Beach Post, a newspaper of general circulation in the District, more than five days before such hearing; and

WHEREAS, all necessary changes have been made as to revenue estimates and expenditures.

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the Loxahatchee River Environmental Control District that the budget for fiscal year ending September 30, 2024, a copy of which is hereto attached and made a part of this resolution as fully as if set forth verbatim herein, is hereby approved and adopted:

REVENUES

Operating Revenue	\$ 21,615,285
Capital Revenue	2,482,000
Nonoperating Revenue	1,947,400
Carryforward of Surplus from Prior Years	7,089,760
TOTAL REVENUES	\$ 33,134,445

EXPENSES

Operating Expenses	\$ 20,436,972
Capital Improvements	2,978,251
Renewal and Replacement	9,719,222
TOTAL EXPENSES	\$ 33,134,445

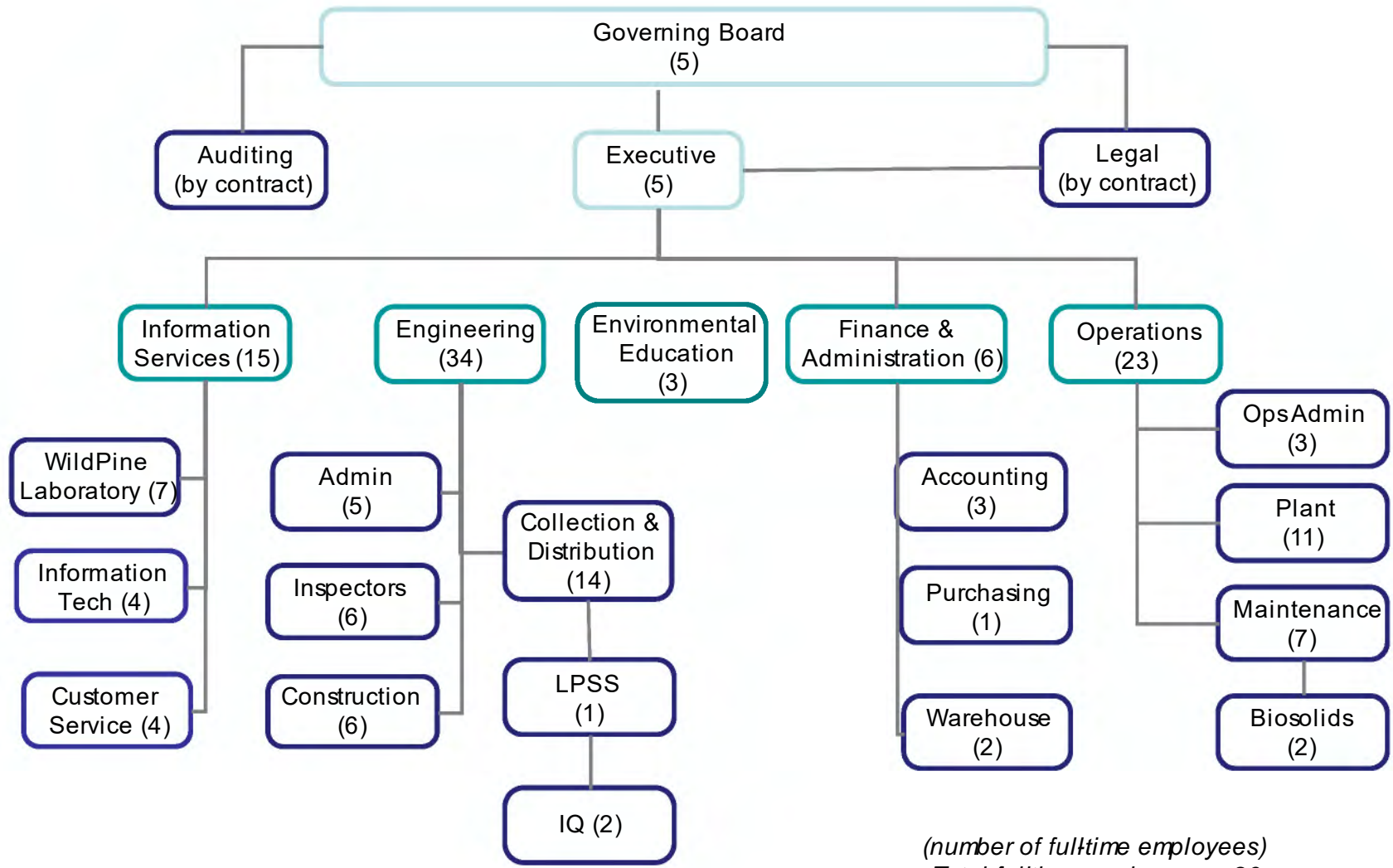
This Resolution adopted by the Governing Board of the Loxahatchee River Environmental Control District on this 21st day of September, 2023.

_____ Dr. Matt Rostock, Chairman	Vote: _____	_____ Stephen B. Rockoff, Vice Chairman	Vote: _____
-------------------------------------	-------------	--	-------------

_____ Gordon M. Boggie, Treasurer	Vote: _____	_____ Clinton R. Yerkes, Secretary	Vote: _____
--------------------------------------	-------------	---------------------------------------	-------------

_____ Kevin Baker, Assistant Secretary/Treasurer	Vote: _____
---	-------------

Loxahatchee River District Organization Chart Fiscal Year 2024



*(number of fulltime employees)
Total fulltime employees = 86*

Budget Summary

	FY 2023 Budget	FY 2024 Budget	Percent Change
Revenues			
<i>Operating Revenues</i>			
Regional Sewer Service	\$ 17,501,000	\$ 18,528,000	5.87%
IQ Water Charges	2,352,000	2,417,000	2.76%
Standby Sewer Service	108,000	79,000	-26.85%
Administration and Engineering Fees	63,000	80,000	26.98%
Other Revenue	516,265	511,285	-0.96%
<i>Subtotal Operating Revenues</i>	20,540,265	21,615,285	5.23%
<i>Capital Revenues</i>			
Line Charges	465,000	450,000	-3.23%
Assessments	1,411,000	1,082,000	-23.32%
Plant Charges	686,000	700,000	2.04%
Capital Contributions	140,000	250,000	78.57%
<i>Subtotal Capital Revenues</i>	2,702,000	2,482,000	-8.14%
<i>Other Revenues</i>			
Grant Revenue		100,000	100.00%
Interest Income	560,700	1,847,400	229.48%
Carryforward of Surplus from Prior Years	7,774,425	7,089,760	-8.81%
Total Revenues	\$ 31,577,390	\$ 33,134,445	4.93%
Expenses			
<i>Operating Expenses (by category)</i>			
Salaries and Wages	\$ 7,381,800	\$ 7,863,800	6.53%
Payroll Taxes	530,500	559,200	5.41%
Retirement Contributions	1,107,000	1,204,100	8.77%
Employee Health Insurance	1,542,500	1,995,200	29.35%
Workers' Compensation Insurance	77,800	75,800	-2.57%
General Insurance	423,520	499,730	17.99%
Supplies and Expenses	1,105,382	1,243,362	12.48%
Utilities	1,555,116	1,860,071	19.61%
Chemicals	634,000	519,000	-18.14%
Repairs and Maintenance	1,940,780	2,088,909	7.63%
Outside Services	2,312,578	2,302,800	-0.42%
Contingency	225,000	225,000	0.00%
<i>Subtotal Operating Expenses</i>	18,835,976	20,436,972	8.50%
<i>Capital</i>			
Capital Improvements	4,940,000	2,978,251	-39.71%
Renewal and Replacement	7,801,414	9,719,222	24.58%
<i>Subtotal Capital</i>	12,741,414	12,697,473	-0.34%
Total Expenses	\$ 31,577,390	\$ 33,134,445	4.93%

Executive Department**40-10****FY 2024****Account Description****Budget*****Personal Services***

511000	Special Pay - Governing Board	\$	6,500
512000	Salaries and Wages		710,600
514000	Overtime		1,000
521000	Payroll Taxes		39,700
522000	Retirement Contributions		115,400
523000	Life, Health, and Dental Insurance		186,900
524000	Workers Compensation Insurance		800

<i>Subtotal</i>		\$	1,060,900
------------------------	--	-----------	------------------

Operating Expenses

534000	Other Contractual Services	\$	24,000
540000	Travel and Per Diem		16,200
541000	Communications		9,600
542000	Freight and Postage		10,000
543000	Utility Services		1,000
544000	Rentals and Leases		1,500
545000	Insurance		36,980
546000	Repair and Maintenance - General		20,475
546100	Repair and Maintenance - Vehicles		1,000
551000	Office Supplies		5,000
552000	Operating Supplies		27,600
552200	Fuel, Diesel, Oil		3,250
554000	Books, Publications, Memberships, and Subscriptions		30,165
555000	Training and Education		9,125

<i>Subtotal</i>		\$	195,895
------------------------	--	-----------	----------------

Total**\$ 1,256,795****FY 2024****Personnel Schedule****FTE**

Executive Director	1.0
Deputy Executive Director	1.0
Executive Secretary	1.0
Human Resource Generalist	1.0
Safety Officer	1.0
Total	5.0

Professional Services Department

40-20

Account Description	FY 2024 Budget
<i>Operating Expenses</i>	
531100 Engineering	\$ 60,000
531300 Legal Expense - Non-Litigation	65,000
531400 Legal Expense - Litigation	50,000
531500 Legal Expense - Collections	5,000
531600 Pension Advisor	30,000
531700 Human Resource Law	9,000
531800 Investment Advisor	5,000
532100 Audit Services	42,250
Subtotal	\$ 266,250
Total	\$ 266,250
Personnel Schedule	FY 2024 FTE

Finance Department**40-30**

Account Description	FY 2024 Budget
<i>Personal Services</i>	
512000 Salaries and Wages	\$ 569,200
514000 Overtime	5,000
521000 Payroll Taxes	41,400
522000 Retirement Contributions	93,700
523000 Life, Health, and Dental Insurance	149,800
524000 Workers Compensation Insurance	2,600
<i>Subtotal</i>	\$ 861,700
<i>Operating Expenses</i>	
534000 Other Contractual Services	\$ 36,450
541000 Communications	4,300
546000 Repair and Maintenance - General	10,100
549500 Tax Collector Fees and Discounts	63,400
551000 Office Supplies	1,000
552000 Operating Supplies	13,280
554000 Books, Publications, Subscriptions, and Memberships	12,035
555000 Training and Education	3,090
<i>Subtotal</i>	\$ 143,655
Total	\$ 1,005,355

Personnel Schedule	FY 2024 FTE
Director of Finance and Administration	1.0
Accountant II	1.0
Accountant I	1.0
Purchasing Agent	1.0
Warehouse Coordinator	2.0
Total	6.0

Environmental Education Department**40-40**

Account Description	FY 2024 Budget
<i>Personal Services</i>	
512000 Salaries and Wages	\$ 205,300
513000 Other Salaries and Wages	122,100
514000 Overtime	10,000
521000 Payroll Taxes	25,200
522000 Retirement Contributions	35,400
523000 Life, Health, and Dental Insurance	59,900
524000 Workers Compensation Insurance	300
<i>Subtotal</i>	\$ 458,200
<i>Operating Expenses</i>	
531000 Professional Services	\$ 1,850
534000 Other Contractual Services	10,050
541000 Communications	4,800
543000 Utility Services	32,000
545000 Insurance	8,550
546000 Repair and Maintenance - General	58,574
546100 Repair and Maintenance - Vehicles	5,000
546300 Repair and Maintenance - Structures and Grounds	6,500
547000 Printing and Publications	600
552000 Operating Supplies	88,755
552200 Fuel, Diesel, Oil	750
554000 Books, Publications, Subscriptions, and Memberships	3,260
555000 Training and Education	4,950
<i>Subtotal</i>	\$ 225,639
Total	\$ 683,839
FY 2024 FTE	
Personnel Schedule	
Environmental Education Manager	1.0
Environmental Education Coordinator	1.0
Nature Education and Animal Care Coordinator	1.0
Total	3.0

WildPine Lab Department**40-41**

		FY 2024
Account	Description	Budget
<i>Personal Services</i>		
512000	Salaries and Wages	\$ 707,200
513000	Other Salaries and Wages	24,000
514000	Overtime	12,000
521000	Payroll Taxes	53,000
522000	Retirement Contributions	103,100
523000	Life, Health, and Dental Insurance	129,900
524000	Workers Compensation Insurance	8,500
<i>Subtotal</i>		\$ 1,037,700
<i>Operating Expenses</i>		
531000	Professional Services	\$ 55,000
534000	Other Contractual Services	5,700
541000	Communications	3,600
545000	Insurance	4,100
546000	Repair and Maintenance - General	7,150
546100	Repair and Maintenance - Vehicles	13,000
546200	Repair and Maintenance - Equipment	26,630
552000	Operating Supplies	75,000
552200	Fuel, Diesel, Oil	3,000
554000	Books, Publications, Subscriptions, and Memberships	6,515
555000	Training and Education	1,000
<i>Subtotal</i>		\$ 200,695
Total		\$ 1,238,395

		FY 2024
Personnel Schedule		FTE
Director of Information Services		1.0
Lab Manager		1.0
Senior Scientist		1.0
Lab Technician II		3.0
Lab Technician I		1.0
Total		7.0

Customer Service Department**40-42**

Account Description	FY 2024 Budget
<i>Personal Services</i>	
512000 Salaries and Wages	\$ 229,000
514000 Overtime	1,000
521000 Payroll Taxes	17,000
522000 Retirement Contributions	36,400
523000 Life, Health, and Dental Insurance	62,400
524000 Workers Compensation Insurance	300
<i>Subtotal</i>	\$ 346,100
<i>Operating Expenses</i>	
534000 Other Contractual Services	\$ 143,000
541000 Communications	2,000
542000 Freight and Postage	85,000
546000 Repairs and Maintenance - General	16,400
552000 Operating Supplies	3,000
554000 Books, Publications, Subscriptions, and Memberships	26,247
<i>Subtotal</i>	\$ 275,647
Total	\$ 621,747

Personnel Schedule	FY 2024 FTE
Customer Service Coordinator	1.0
Customer Service Rep II	1.0
Customer Service Rep I	2.0
Total	4.0

Information Technology Department**40-43**

Account Description	FY 2024 Budget
<i>Personal Services</i>	
512000 Salaries and Wages	\$ 292,800
514000 Overtime	500
521000 Payroll Taxes	21,200
522000 Retirement Contributions	42,100
523000 Life, Health, and Dental Insurance	103,200
524000 Workers Compensation Insurance	300
<i>Subtotal</i>	\$ 460,100
<i>Operating Expenses</i>	
531000 Professional Services	\$ 95,000
534000 Other Contractual Services	1,500
541000 Communications	13,620
546000 Repair and Maintenance - General	20,900
552000 Operating Supplies	44,500
554000 Books, Publications, Memberships, and Subscriptions	44,325
555000 Training and Education	5,000
<i>Subtotal</i>	\$ 224,845
Total	\$ 684,945

Personnel Schedule	FY 2024 FTE
IT Manager	1.0
Asset Management Lead	1.0
Application Support Administrator	1.0
IT Help Desk	1.0
Total	4.0

Engineering and Inspection Department

40-50

Account Description	FY 2024 Budget
<i>Personal Services</i>	
512000 Salaries and Wages	\$ 965,000
514000 Overtime	37,500
521000 Payroll Taxes	73,100
522000 Retirement Contributions	150,500
523000 Life, Health, and Dental Insurance	302,400
524000 Workers Compensation Insurance	9,800
<i>Subtotal</i>	\$ 1,538,300
<i>Operating Expenses</i>	
540000 Travel and Per Diem	\$ 3,000
541000 Communications	12,500
546000 Repair and Maintenance - General	14,500
546100 Repair and Maintenance - Vehicles	5,000
546200 Repair and Maintenance - Equipment	5,000
551000 Office Supplies	1,000
552000 Operating Supplies	29,500
552200 Fuel, Diesel, Oil	25,000
554000 Books, Publications, Subscriptions, and Memberships	10,365
555000 Training and Education	6,000
<i>Subtotal</i>	\$ 111,865
Total	\$ 1,650,165

Personnel Schedule	FY 2024 FTE
Director of Engineering	1.0
Chief Construction Inspector	1.0
Project Engineer	1.0
Construction Inspector	2.0
Compliance Technician	1.0
Utility Locate and Compliance Technician	2.0
Engineering/GIS Tech	1.0
Engineering Assistant	1.0
Projects Coordinator	1.0
Total	11.0

Construction Department**40-51**

Account Description	FY 2024 Budget
<i>Personal Services</i>	
512000 Salaries and Wages	\$ 377,100
514000 Overtime	11,500
521000 Payroll Taxes	28,300
522000 Retirement Contributions	61,800
523000 Life, Health, and Dental Insurance	134,900
524000 Workers Compensation Insurance	5,700
<i>Subtotal</i>	\$ 619,300
<i>Operating Expenses</i>	
541000 Communications	\$ 6,900
546000 Repair and Maintenance - General	10,100
546100 Repair and Maintenance - Vehicles	10,000
546200 Repair and Maintenance - Equipment	5,000
552000 Operating Supplies	31,500
552200 Fuel, Diesel, Oil	20,000
554000 Books, Publications, Subscriptions, and Memberships	5,695
555000 Training and Education	5,000
<i>Subtotal</i>	\$ 94,195
Total	\$ 713,495

Personnel Schedule	FY 2024 FTE
Construction Coordinator	1.0
Construction Foreman	1.0
Construction Operator	4.0
Total	6.0

Operations Administrative Department**50-10**

Account Description	FY 2024 Budget
<i>Personal Services</i>	
512000 Salaries and Wages	\$ 366,500
514000 Overtime	1,000
521000 Payroll Taxes	23,300
522000 Retirement Contributions	59,700
523000 Life, Health, and Dental Insurance	65,000
524000 Workers Compensation Insurance	3,200
<i>Subtotal</i>	\$ 518,700
<i>Operating Expenses</i>	
531000 Professional Services	\$ 20,000
534000 Other Contractual Services	8,100
540000 Travel and Per Diem	2,500
541000 Communications	8,200
542000 Freight and Postage	2,500
545000 Insurance	450,100
546000 Repair and Maintenance - General	45,270
551000 Office Supplies	3,000
552000 Operating Supplies	13,450
552800 Operating Supplies - Safety	36,500
554000 Books, Publications, Memberships, and Subscriptions	26,045
555000 Training and Education	6,150
<i>Subtotal</i>	\$ 621,815
Total	\$ 1,140,515

Personnel Schedule	FY 2024 FTE
Plant Manager	1.0
System Specialist II	1.0
Administrative Assistant	1.0
Total	3.0

Collection and Transmission Department**50-40**

Account Description	FY 2024 Budget
<i>Personal Services</i>	
512000 Salaries and Wages	\$ 1,109,900
514000 Overtime	170,000
521000 Payroll Taxes	94,400
522000 Retirement Contributions	190,900
523000 Life, Health, and Dental Insurance	327,000
524000 Workers Compensation Insurance	18,000
<i>Subtotal</i>	\$ 1,910,200
<i>Operating Expenses</i>	
541000 Communications	\$ 22,300
543000 Utility Services	473,750
544000 Rentals and Leases	45,000
546000 Repair and Maintenance - General	337,900
546100 Repair and Maintenance - Vehicles	80,000
546200 Repair and Maintenance - Equipment	375,000
546300 Repair and Maintenance - Structures and Grounds	105,000
552000 Operating Supplies	162,950
552200 Fuel, Diesel, Oil	60,000
552300 Fuel, Diesel, Oil - Generators	5,000
554000 Books, Publications, Subscriptions, and Memberships	14,300
555000 Training and Education	15,000
<i>Subtotal</i>	\$ 1,696,200
Total	\$ 3,606,400

Personnel Schedule	FY 2024 FTE
Collection and Distribution Superintendent	1.0
Collection and Distribution Foreman	1.0
Lead Field Technician	2.0
Collection and Distribution Operator	11.0
Total	15.0

Treatment and Disposal Department**50-50**

Account Description	FY 2024 Budget
<i>Personal Services</i>	
512000 Salaries and Wages	\$ 1,362,900
514000 Overtime	233,500
521000 Payroll Taxes	118,100
522000 Retirement Contributions	260,600
523000 Life, Health, and Dental Insurance	378,700
524000 Workers Compensation Insurance	21,400
<i>Subtotal</i>	\$ 2,375,200
<i>Operating Expenses</i>	
534000 Other Contractual Services	\$ 16,000
541000 Communications	16,300
543000 Utility Services	689,801
544000 Rentals and Leases	80,000
546000 Repair and Maintenance - General	28,000
546100 Repair and Maintenance - Vehicles	17,000
546200 Repair and Maintenance - Equipment	240,500
546300 Repair and Maintenance - Structures and Grounds	212,010
546600 Repair and Maintenance - Outside Services	137,500
552000 Operating Supplies	220,000
552100 Operating Supplies - Chemicals	4,000
552200 Fuel, Diesel, Oil	30,000
552300 Fuel, Diesel, Oil - Generators	10,000
554000 Books, Publications, Subscriptions, and Memberships	17,300
555000 Training and Education	23,970
<i>Subtotal</i>	\$ 1,742,381
Total	\$ 4,117,581

Personnel Schedule	FY 2024 FTE
Plant Chief Operator	1.0
Plant Maintenance Foreman	1.0
Plant Electrician	3.0
Industrial Pretreatment Coordinator	1.0
Operations Reliability Asset Coordinator	1.0
Waste Water Treatment Plant Operator	8.0
Wastewater Treatment Plant Process Analysis Tech	1.0
Plant Maintenance Operator II	1.0
Plant Maintenance Operator I	1.0
Total	18.0

Reuse Department**50-60**

Account Description	FY 2024 Budget
<i>Personal Services</i>	
512000 Salaries and Wages	\$ 172,000
514000 Overtime	12,000
521000 Payroll Taxes	13,600
522000 Retirement Contributions	30,100
523000 Life, Health, and Dental Insurance	48,300
524000 Workers Compensation Insurance	2,700
<i>Subtotal</i>	\$ 278,700
<i>Operating Expenses</i>	
541000 Communications	\$ 5,800
543000 Utility Services	455,500
546000 Repair and Maintenance - General	6,700
546100 Repair and Maintenance - Vehicles	5,000
546200 Repair and Maintenance - Equipment	135,000
546300 Repair and Maintenance - Structures and Grounds	25,000
549000 Other Current Charges and Obligations	245,000
552000 Operating Supplies	6,000
552100 Operating Supplies - Chemicals	190,000
552200 Fuel, Diesel, Oil	9,500
554000 Books, Publications, Subscriptions, and Memberships	1,970
555000 Training and Education	2,000
<i>Subtotal</i>	\$ 1,087,470
Total	\$ 1,366,170
FY 2024	
FTE	
Personnel Schedule	
Reuse System Operator	2.0
Total	2.0

Bio-Solids Department**50-80**

Account Description	FY 2024 Budget
<i>Personal Services</i>	
512000 Salaries and Wages	\$ 136,200
514000 Overtime	12,500
521000 Payroll Taxes	10,900
522000 Retirement Contributions	24,400
523000 Life, Health, and Dental Insurance	46,800
524000 Workers Compensation Insurance	2,200
<i>Subtotal</i>	\$ 233,000
<i>Operating Expenses</i>	
541000 Communications	\$ 600
546000 Repair and Maintenance - General	3,700
546100 Repair and Maintenance - Vehicles	7,500
546200 Repair and Maintenance - Equipment	75,500
546300 Repair and Maintenance - Structures and Grounds	17,000
549000 Other Current Charges and Obligations	1,185,000
552000 Operating Supplies	5,000
552100 Operating Supplies - Chemicals	325,000
552200 Fuel, Diesel, Oil	2,500
554000 Books, Publications, Subscriptions, and Memberships	1,970
555000 Training and Education	3,550
<i>Subtotal</i>	\$ 1,627,320
Total	\$ 1,860,320
FY 2024 FTE	
Personnel Schedule	
Plant Maintenance Operator II	1.0
Plant Maintenance Operator I	1.0
Total	2.0

Contingency

Account Description	FY 2024 Budget
<hr/>	
<i>Contingency</i>	
599000 Contingency	\$ 225,000
Total	\$ 225,000
	<hr/> <hr/>
Total Operating Budget	\$ 20,436,972

Capital Improvement Summary

Description	FY 2023 Budget	FY 2024 Budget	Change
Account			
Land	\$ 129,500	\$ -	(129,500)
Buildings	1,100,000	370,000	(730,000)
Improvements Other than Buildings (Infrastructure)	260,000	263,000	3,000
Machinery and Equipment	1,160,000	1,076,350	(83,650)
Vehicles	861,519	514,338	(347,181)
Construction in Progress	1,305,000	1,427,350	122,350
Construction in Progress - Neighborhood Sewering	275,000	296,901	21,901
Construction in Progress - Lift Station	1,450,000	1,813,534	363,534
Construction in Progress - Gravity System	3,275,000	3,170,000	(105,000)
Construction in Progress - Force Main	164,895	1,501,000	1,336,105
Construction in Progress - LPSS	-	-	-
Construction in Progress - Permanent Generator	365,000	255,000	(110,000)
Construction in Progress - Telemetry	2,395,500	2,010,000	(385,500)
Total	\$ 12,741,414	\$ 12,697,473	\$ (43,941)

Executive Department**40-10**

Account	Description	FY 2024 Budget
600000	Contingency	\$ -
610000	Land	-
620000	Buildings	-
630000	Improvements Other than Buildings (Infrastructure)	-
640000	Machinery and Equipment	-
641000	Vehicles	-
650000	Construction in Progress	-
Total		\$ -

Finance Department**40-30**

Account	Description	FY 2024 Budget
610000	Land	\$ -
620000	Buildings	125,000
630000	Improvements Other than Buildings (Infrastructure)	-
640000	Machinery and Equipment	-
641000	Vehicles	-
650000	Construction in Progress	-
Total		\$ 125,000

Public Education Department**40-40**

Account	Description	FY 2024 Budget
610000	Land	\$ -
620000	Buildings	50,000
630000	Improvements Other than Buildings (Infrastructure)	24,000
640000	Machinery and Equipment	-
641000	Vehicles	-
650000	Construction in Progress	-
Total		\$ 74,000

WildPine Lab Department**40-41**

Account	Description	FY 2024 Budget
610000	Land	\$ -
620000	Buildings	-
630000	Improvements Other than Buildings (Infrastructure)	-
640000	Machinery and Equipment	15,000
641000	Vehicles	50,000
650000	Construction in Progress	-
Total		\$ 65,000

Customer Service Department**40-42**

Account	Description	FY 2024 Budget
610000	Land	\$ -
620000	Buildings	-
630000	Improvements Other than Buildings (Infrastructure)	29,000
640000	Machinery and Equipment	-
641000	Vehicles	-
650000	Construction in Progress	-
Total		\$ 29,000

Information Technology Department**40-43**

Account	Description	FY 2024 Budget
610000	Land	\$ -
620000	Buildings	-
630000	Improvements Other than Buildings (Infrastructure)	-
640000	Machinery and Equipment	220,000
641000	Vehicles	-
650000	Construction in Progress	-
Total		\$ 220,000

Engineering and Inspection Department**40-50**

Account	Description	FY 2024 Budget
610000	Land	\$ -
620000	Buildings	-
630000	Improvements Other than Buildings (Infrastructure)	-
640000	Machinery and Equipment	-
641000	Vehicles	109,642
650000	Construction in Progress	5,000
Total		\$ 114,642

Construction Department**40-51**

Account	Description	FY 2024 Budget
610000	Land	\$ -
620000	Buildings	-
630000	Improvements Other than Buildings (Infrastructure)	-
640000	Machinery and Equipment	21,350
641000	Vehicles	125,000
650000	Construction in Progress	-
Total		\$ 146,350

Operations Administrative Department**50-10**

Account	Description	FY 2024 Budget
610000	Land	\$ -
620000	Buildings	-
630000	Improvements Other than Buildings (Infrastructure)	125,000
640000	Machinery and Equipment	-
641000	Vehicles	50,000
650000	Construction in Progress	200,000
Total		\$ 375,000

Collection and Transmission Department**50-40**

Account	Description	FY 2024 Budget
610000	Land	\$ -
620000	Buildings	-
630000	Improvements Other than Buildings (Infrastructure)	-
640000	Machinery and Equipment	310,000
641000	Vehicles	179,696
650000	Construction in Progress	-
651000	Construction in Progress - Neighborhood Sewering	296,901
652000	Construction in Progress - Lift Station	1,793,534
653000	Construction in Progress - Gravity System	3,170,000
654000	Construction in Progress - Force Main	1,501,000
655000	Construction in Progress - LPSS	-
656000	Construction in Progress - Permanent Generator	255,000
657000	Construction in Progress - Telemetry	2,000,000
Total		\$ 9,506,131

Treatment and Disposal Department**50-50**

Account	Description	FY 2024 Budget
610000	Land	\$ -
620000	Buildings	195,000
630000	Improvements Other than Buildings (Infrastructure)	85,000
640000	Machinery and Equipment	240,000
641000	Vehicles	-
650000	Construction in Progress	572,350
Total		\$ 1,092,350

Reuse Department**50-60**

Account	Description	FY 2024 Budget
610000	Land	\$ -
620000	Buildings	-
630000	Improvements Other than Buildings (Infrastructure)	-
640000	Machinery and Equipment	270,000
641000	Vehicles	-
650000	Construction in Progress	600,000
652000	Construction in Progress - Lift Station	20,000
657000	Construction in Progress - Telemetry	10,000
Total		\$ 900,000

Bio-Solids Department**50-80**

Account	Description	FY 2024 Budget
610000	Land	\$ -
620000	Buildings	-
630000	Improvements Other than Buildings (Infrastructure)	-
640000	Machinery and Equipment	-
641000	Vehicles	-
650000	Construction in Progress	50,000
Total		\$ 50,000

Total Capital **\$ 12,697,473**



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

* 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 Under Construction	N/A	2023
	5331 Center Street	1	LRD procedures shared for connection to sewer services Notice of Intent – March 2022 Construction Complete	N/A	2023
	SE Island Way Property	1	Notice of Intent – August 2022 Permitting Complete	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 – September 2022	2010	AEO
BB	Rivers Edge Road (Martin Co.)	35	Notified Owners – August 2010 Private Road-Easements Solicited –May 2014 Notice of Intent – February 2014 Project Delayed	2013	AEO
CC	171 st Street (Martin Co.)	7	Private Road - In House Design Owners notified October 2012 Easement rec'd from Church – April 2017 Grant received	2014	AEO
CC	Jamaica Dr	11	Private Road - Owners notified Oct 2012 Statutory Way Provision(2) – June 2021 Construction Complete 2966 Jamaica – request for connection cost Notice of Intent – August 2023 Preliminary Assessment – September 2023	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	Rolling Hills	50	Notified Owners – Jan. 2013 - Private HOA Notice of Intent to Assess – October 2019 Award of Contract – December 2021 Notice To Connect – March 2023 Preliminary Assessment – January 2023	2017	2021
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	Castle Rd SE	5	Notified Owners – Jan 2013-private road	2018	AEO
GG	Jupiter Rd SE	4	Notified Owners – Jan 2013-private road	2018	AEO
HH	Harbor Rd. S. LPSS	6	Notified Owners – January 2014-private road Statutory Way Provision – May 2023 (1 lot) In Design	2017	AEO
HH	Indian Hills SE	12	Notified Owners – January 2016 Easement for Road & Utilities, No Dedication	2019	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

* Rank based upon "2010 Septic System Inventory & Assessment
TBD = To be determined AEO = As easements are obtained

	109+111 Old Jupiter Beach Road	2	Notified Owners – September 2021 Follow Up Reminder – July 2022 Constr. Plans in redesign per owner		
	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		

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

CURTIS 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

September 5, 2023

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.

The Fred Beman vs. LRD case pending since 2017 Auto Accident has been successfully resolved within the limits of the District's Insurance coverage, and on August 11, 2023, the Court issued the FINAL ORDER OF DISMISSAL WITH PREJUDICE. This is the final litigation report on the case.

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

Attachments

OTHER LITIGATION

NONE

LIEN FORECLOSURES

NONE

MORTGAGE OR LIEN FORECLOSURES / LRD COUNTERCLAIMS/CROSSCLAIMS

NONE

Loxahatchee River Environmental Control District

Monthly Status Report

August 31, 2023

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 August 31, 2023.

Lift Station Control Panels & RTU Upgrades

- Final PDR review and sketch & descriptions review meeting to be scheduled.

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

- B&W submitted follow up on a data request to LRECD on August 23, 2023.
- LRECD provided requested data to B&W on August 28, 2023.
- B&W continues to work on the DRAFT Preliminary Design Report that is due on September 15, 2023.

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

- Final pay application received from Contractor on May 18th, 2023. The pay app is not approved due to outstanding fiber line repair costs.
- The final release of liens, and construction forms 6-4 and 6-8 have also not been submitted and must be included for final payment.
- LRECD to provide fiber line repair costs to B&W. We will coordinate with the contractor to balance the final payment application with a reconciliation change order.
- Final revised as-builts submitted on August 16, 2023, to LRECD.
- 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.

Respectfully Submitted by:
BAXTER & WOODMAN, INC.

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





HOLTZ CONSULTING ENGINEERS, INC.
270 South Central Boulevard, Suite 207, Jupiter, FL 33458 (561) 575 2005

MEMORANDUM

To: Kris Dean, PE, Deputy Director/Director of Engineering, Loxahatchee River Environmental Control District
From: Christine Miranda, PE, Holtz Consulting Engineers, Inc.
Date: September 14, 2023
Subject: **Loxahatchee River Environmental Control District Monthly Status Report**

The following is a summary of work performed by Holtz Consulting Engineers, Inc. (HCE) on Loxahatchee River District projects through September 14, 2023. **Note: Any information that is historical or repeated from previous months are shown in italics. Otherwise, all information as shown below is newly reported information.**

Electrical System Condition Assessment, Short Circuit, Device Coordination and Arc Flash Study

- The final Electrical Power Distribution Condition Assessment was transmitted to District staff on August 17, 2023. *The draft Short Circuit, Device Coordination and Arc Flash Study was submitted to the District for review on July 21, 2023.*

Schedule Update: *Once the District has reviewed and provided comments, a meeting will be scheduled to discuss the report and the results and the report will be finalized. The arc flash labels will also be prepared at this time.*

Greenhouse Gas Strategies Evaluation

- A meeting was held on August 10, 2023 with District, Hazen, and HCE staff to review the comments and questions on the solar assessment technical memorandum. Hazen staff is currently working on addressing the comments and finalizing the memorandum.

Lift Station No. 082 Improvements

- The Contractor has submitted the Change Order #6 package for the new generator location and water main relocation. HCE has prepared and submitted to District staff a memorandum which provides our review and recommendations for the change order. This change order is being presented this month for the District's approval.

Schedule Update:

Change Order #6 extends the contract completion date to August 12, 2024. The Contractor has indicated they will commence construction upon approval of Change Order #6.



Country Club Drive Force Main Transmission System Preliminary Evaluation

- *The District is currently reviewing the different methodologies that can be utilized for flow projections and will be providing feedback to HCE for finalization of the technical memorandum.*

Schedule Update: *Per the work authorization agreement, upon receipt of final information from the District on the draft memorandum, the final memorandum will be prepared and submitted within two weeks.*

Lift Station Telemetry Improvements

- To date the Contractor has installed a total of 15 RTUs with three tested for local I/O and 1 tested for local I/O and connected to SCADA. Pay application No. 5 has been reviewed and processed. The Contractor is continuing to install additional RTU panels while Contractor, the District, and HCE work out the outstanding issues with SCADA and formalize the scheduling process for performing RTU installs and local and remote (SCADA) I/O testing simultaneously to keep the project on schedule without putting a strain on staff and inspector availability.

Schedule Update: *Construction is proceeding as scheduled. The project remains on schedule to meet substantial and final completion deadlines. The contract completion date is July 12, 2024.*

Jupiter Inlet Lighthouse Septic to Sewer Conversion

- The Contractor has prepared and submitted their final pay request supporting documentation for final closeout of the project. HCE has processed all final paperwork and transmitted to the District. HCE is currently working with the Contractor and the District on final record drawing revisions. Once received from the Contractor, the project can be closed out.

Injection Well Pump Manual Transfer Switch Addition

- Revised Pay Application #1 has been submitted by the Contractor and is currently being processed by HCE. The Contractor has submitted final testing reports and wind load calculations. Final site work site remains to be completed.
- **Schedule Update:** *The Contractor's revised schedule reflected a final completion date of July 30, 2023. HCE provided notification to the Contractor on July 21, 2023 that no additional extensions to the Contract would be provided.*

Lift Station No. 050 Emergency Generator

- The final design submittal was transmitted to the District on August 24, 2023.

Schedule Update: This project is scheduled to be advertised for bidding on September 24, 2023, pending easement acquisition.



Bulk Sodium Hypochlorite Conversion Study

- A meeting to review and discuss the comments on the draft technical memorandum was held on August 16, 2023. Minutes from the meeting were distributed on August 28, 2023. Hazen is currently working on addressing the comments to revise and produce the final technical memorandum.

Anaerobic Digestion and Biogas Utilization Study

- A kickoff meeting for the project was held on August 28, 2023. Minutes for the meeting were distributed on August 31, 2023. The draft technical memorandum will be submitted by January 29, 2024.

Emergency Response ESRI Collection Tool & Synovia Vehicle Tracking Assistance

- *No new activities have occurred for this work.*

**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: September 7, 2023

ACTIVITIES

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

Activities and Support:

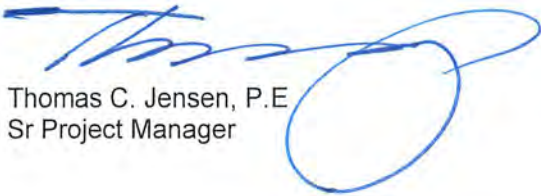
- Task 1 - **Kick Off Meeting:** 100% Complete
- Task 2 - **Data Collection:** 100% Complete
- Task 3 - **Schematic Design Plan:** 100% Complete
- Task 4 - **Design Development Plan:** 80%
- Task 5 – **Meetings:** 3%
- Task 6 – **Construction Document Plans:** N/A
- Task 7 – **Final Bid Documents:** N/A
- Task 8 – **Bid Assistance:** N/A
- Task 9 – **Project Schedule and Monthly Reports:** 12%

September 7, 2023

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

- Geotechnical bores on site are complete, and the report was delayed, that will now be completed by next Tuesday or Wednesday.
- The above data is required to finalize the BoreAID calculation that can be completed within 2-dyas of receiving the geotech data.
- Permits
 - FDEP ERP has been submitted. Our 8/10/2023 Project Update stated that the draft permit would be issued on/before 8/20/2023. DEP now needs confirmation of our rights to be in the area outside of the Mean High-Water Line (MHWL). The area where our proposed bore exits the MHWL is known as the LeParc landscape buffer. It has been discovered that the LeParc HOA that owns this landscape buffer is now defunct, with ownership going to Martin County. When investigating this, with the Martin County Survey Department and the bridge consultant (DRMP), it was discovered that the County Line Road R/W was never platted or certified on the east side of the bridge. DRMP has now developed a maintenance map that will establish the actual north east R/W of County Line Road, and once approved by the Martin County Board of County Commissioners, it will become the official R/W going forward. We are currently working with DRMP and Martin County to get the LRD bore on the east end of the bridge to be included within this maintenance map, if not, then a separate legal and sketch will be required. On the west end, our bore appears to stay within the County Line R/W that is platted/certified.

KIMLEY-HORN AND ASSOCIATES, INC.


Thomas C. Jensen, P.E.
Sr Project Manager



September 13, 2023

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 for August 2023.

- **DEP Permit**
 - Responded to RAI, updated permit application documents.
 - Survey Subconsultant has completed the Sketch & Legals for the Jupiter Parcel Easement and the Submerged Land Easement.
 - Note that FDEP has still not issued notification of their Division of State Lands determination of sovereignty submerged lands.
 - District paid \$420 permitting fee with RAI response. Note that an additional \$739.88 easement processing fee will be required once Division of State Lands makes their expected SSL determination.
- **USACE Permit**
 - No additional information on 408 Permit review status. Still awaiting determination.
 - Need to coordinate an Emergency Action Plan with the Department.

Upcoming Activities:

- Submit 100% Bid Document pending final permitting agency comments. SSL determination from FDEP would not be expected to change drawings.
- Advertise project for Bids.

Sincerely,
Mock, Roos & Associates, Inc.



Garry G. Gruber, P.E.
Senior Vice President

GGG:jsj
Copies: John Cairnes, P.E.
Spencer Schroeder, P.E.

Mock, Roos & Associates, Inc.

5720 Corporate Way, West Palm Beach, Florida 33407-2066, 561-683-3113, www.MockRoos.com



Busch Wildlife Sanctuary

The 3rd Quarter Report will be presented at the October 2023 Board Meeting.





Director's Report

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





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 Fraraccio, Director of Finance and Administration
 Date: September 15, 2023
 Subject: Monthly Financial Report

Cash and Investments Balance

Balance as of August 31, 2023

Certificates of Deposit:

Institution	Original Term	Maturity	Rate	Book Value	Monthly Change in Investment	Market Value
US Century Bank	13 Months	09/22/23	2.71%	\$ 2,500,000	\$ 5,909	\$ 2,570,393
Bank United	12 Months	11/18/23	4.55%	1,060,577	4,226	1,098,955
Bank United	12 Months	11/22/23	4.59%	1,582,357	6,370	1,639,407
TD Bank	10 Months	12/01/23	5.00%	2,538,250	11,043	2,611,461
Subtotal				\$ 7,681,184	\$ 27,548	\$ 7,920,216
Investment Accounts:						
Florida Prime - SBA			5.58%		\$ 42,442	\$ 8,999,991
Florida FIT - Preferred Cash Pool			5.27%		29,264	6,573,485
Bank United - Public Funds Reserve			4.88%		8,321	2,077,329
Subtotal					\$ 80,027	\$ 17,650,805
Checking Account:						
Truist-Hybrid Business Account			1.95%		\$ 18,652	\$ 13,215,660
Subtotal					\$ 18,652	\$ 13,215,660
Brokerage Accounts:						
Vanguard GNMA ADM			-5.52%	\$ 331,142	\$ (2,195)	\$ 315,081
Vanguard Short-Term Treasury			3.23%	3,218,939	12,467	3,138,973
U.S. Treasuries - Due 10/12/23			5.32%	504,347	2,321	508,909
U.S. Treasuries - Due 10/17/23			5.33%	1,573,725	7,240	1,586,205
U.S. Treasuries - Due 01/04/24			5.47%	1,002,773	4,544	1,011,045
U.S. Treasuries - Due 06/30/24			5.47%	1,001,097	2,082	1,004,980
Charles Schwab Bank Sweep						3,288
Subtotal				\$ 7,632,023	\$ 26,459	\$ 7,568,481
Total					\$ 152,686	\$ 46,355,162

Investment Policy Compliance

Performance Measurements

Average weighted rate of return on investments is: 3.97%. As of 8/31/23, 3-month U.S. Treasuries were 5.56% and the 1-month Federal Fund Rate was 5.33%. The District's average weighted rate of return on investment of 3.97% is lower than our benchmark because interest rates have increased so rapidly. So far in 2023, the Fed has raised rates 0.25 percentage points four times, meaning interest rates have increased by 1.0% in 2023. Interest rates are currently over 5%. With interest rates rising, investing in moderate and long-term CDs produces lower returns than investing in short-term assets.

Dr. Matt H. Rostock
CHAIRMAN

Kevin L. Baker
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

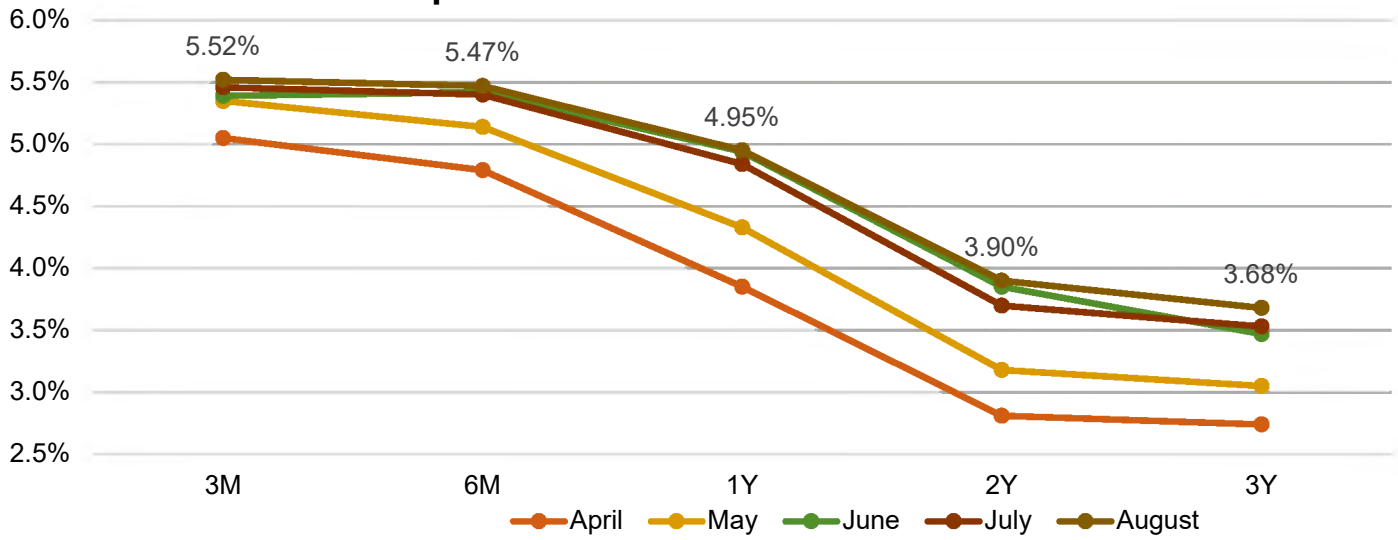
Stephen B. Rockoff
BOARD MEMBER

Clinton R. Yerkes
BOARD MEMBER

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.

In August, over \$3.0 million of District held Certificates of Deposit matured. As of August 31, these deposits are included in the Truist hybrid checking account. However, in September, U.S Treasuries with less than 6-months of maturity were purchased. At this time staff believes it is still best to invest in short term maturities as short-term rates are substantially higher than long term rates (e.g. the September 7th, 3-Month treasury rate of 5.55% vs. the 2-Year rate of 4.94%). 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.

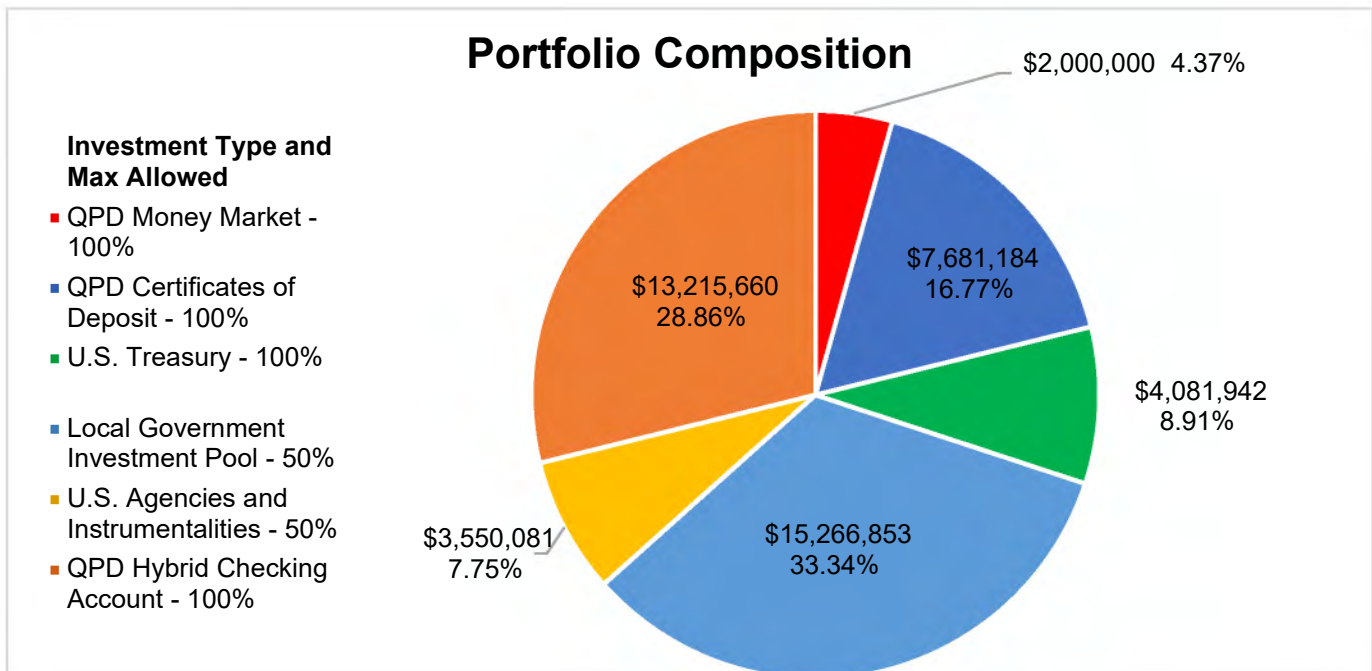
Market Expectations for U.S. Federal Reserve Rate



*Data as of August 31, 2023.

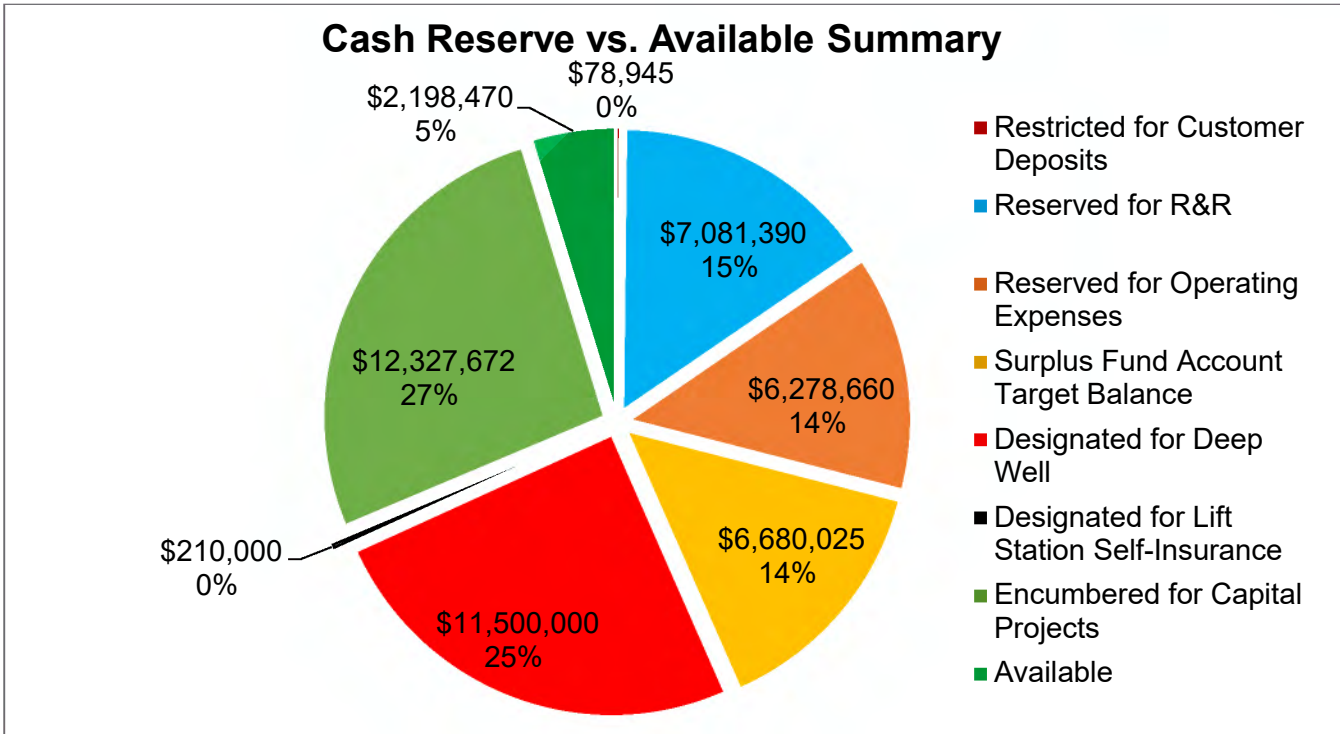
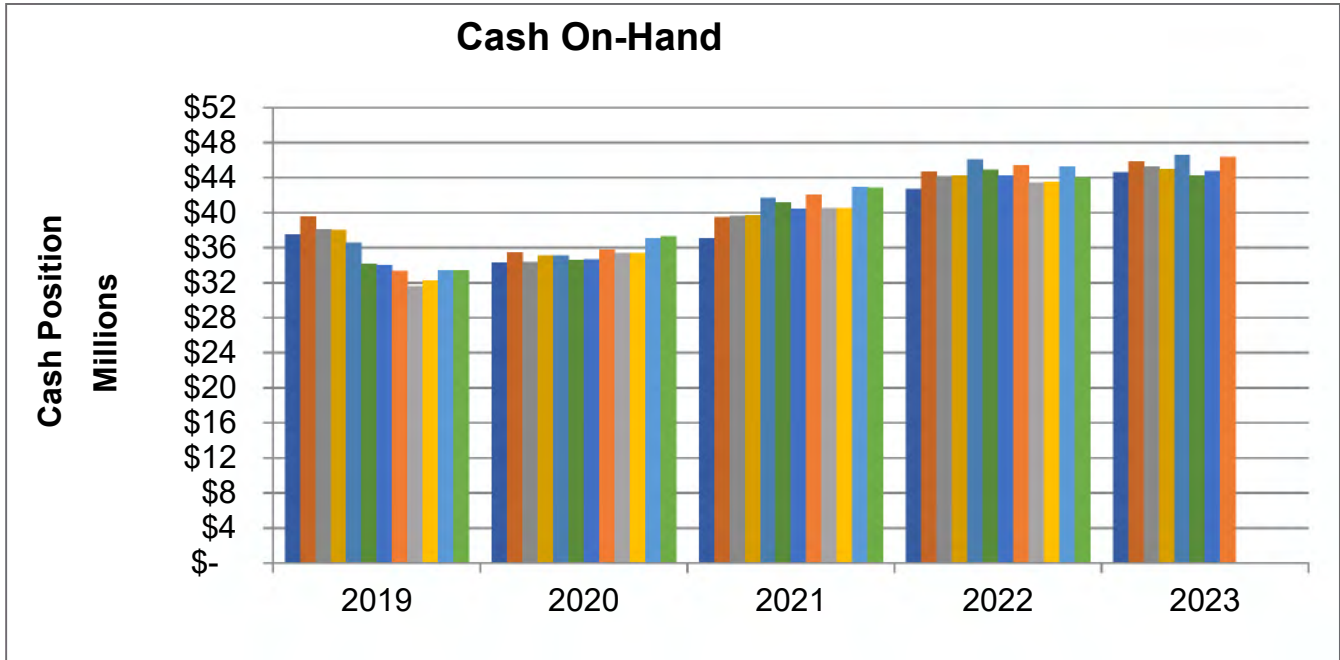
Portfolio Composition

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 August 2022 was \$45,392,935. Current Cash position is up by \$962,227.



Financial Information

- Legal fees billed in August were \$5,135. The fiscal year-to-date total is \$71,700.
- Estoppel fees collected in August totaled \$5,130. The fiscal year-to-date total is \$66,330.
- Septage billing for August was \$154. The fiscal year-to-date total is \$154.
- Developer’s Agreement – There were no new Developer Agreements entered in August.
- I.Q. Water Agreements –Osceola Woods and Sonoma Isles are past due for July and August; San Palermo is past due for August.

Summary of Budget vs. Actual

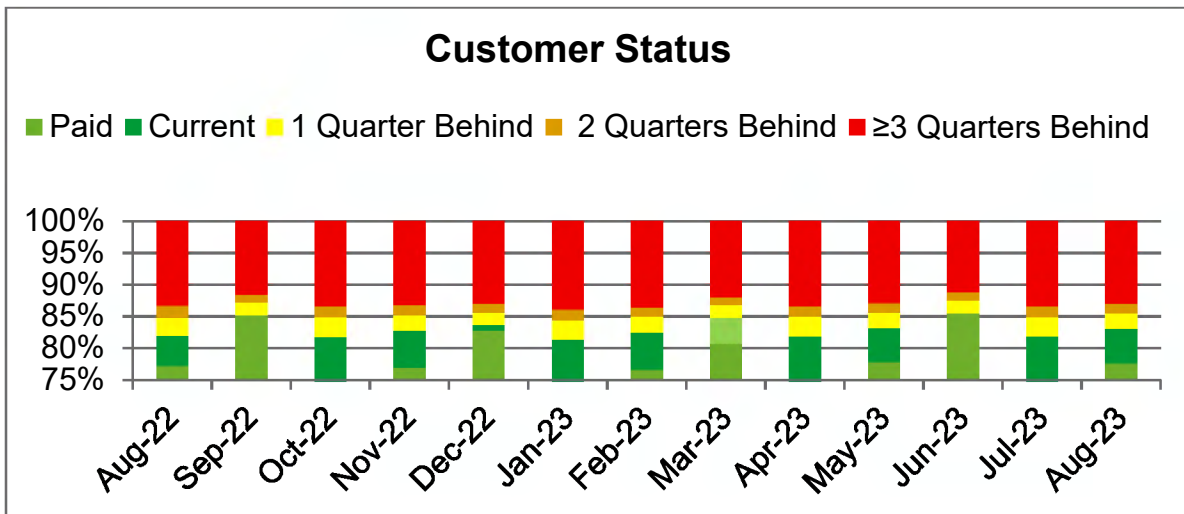
Budget Benchmark
91.67%

	Aug-23 Actual	YTD Actual	FY 23 Budget	Favorable (Unfavorable)	Budget Expended	Aug-22 YTD
Revenues						
Operating Revenues						
Regional Sewer Service	\$ 1,546,251	\$ 16,495,402	\$17,501,000	\$ (1,005,598)	94.25%	\$15,703,182
Standby Sewer Service	9,967	104,024	108,000	(3,976)	96.32%	104,774
IQ Water Charges	201,218	2,163,368	2,352,000	(188,632)	91.98%	2,116,029
Admin. and Engineering Fees	2,571	66,880	63,000	3,880	106.16%	31,475
Other Revenue	21,928	481,814	516,265	(34,451)	93.33%	485,149
Subtotal Operating Revenues	1,781,935	19,311,488	20,540,265	(1,228,777)	94.02%	18,440,609
Capital Revenues						
Assessments	\$ 19,600	\$ 1,262,512	1,411,000	(148,488)	89.48%	1,293,029
Line Charges	17,231	438,516	465,000	(26,484)	94.30%	167,215
Plant Charges	35,396	664,423	686,000	(21,577)	96.85%	539,799
Capital Contributions		959,625	140,000	819,625	685.45%	14,731
Subtotal Capital Revenues	72,227	3,325,076	2,702,000	623,076	123.06%	2,014,774
Other Revenues						
Grants		5,126		5,126		351,500
Interest Income	157,530	1,931,840	560,700	1,371,140	344.54%	594,167
Subtotal Other Revenues	157,530	1,936,966	560,700	1,376,266	345.45%	945,667
Total Revenues	\$ 2,011,692	\$ 24,573,530	\$ 23,802,965	\$ 770,565	103.24%	\$ 21,401,050
Expenses						
Salaries and Wages	\$ 527,476	\$ 6,181,008	\$7,381,800	\$ 1,200,792	83.73%	\$5,507,517
Payroll Taxes	38,555	446,951	530,500	83,549	84.25%	398,944
Retirement Contributions	81,285	901,703	1,107,000	205,297	81.45%	766,967
Employee Health Insurance	138,851	1,490,118	1,542,500	52,382	96.60%	1,305,401
Workers Compensation Insurance		65,588	77,800	12,212	84.30%	56,802
General Insurance		442,635	423,520	(19,115)	104.51%	389,675
Supplies and Expenses	125,006	1,046,548	1,105,382	58,834	94.68%	985,237
Utilities	128,280	1,508,384	1,555,116	46,732	96.99%	1,361,671
Chemicals	61,326	562,611	634,000	71,389	88.74%	382,294
Repairs and Maintenance	103,134	1,594,285	1,940,780	346,495	82.15%	1,603,685
Outside Services	149,956	1,786,177	2,312,578	526,401	77.24%	1,656,278
Contingency			225,000	225,000	0.00%	
Subtotal Operating Expenses	1,353,869	16,026,008	18,835,976	2,809,968	85.08%	14,414,471
Capital						
Capital Improvements	\$ 654,993	\$ 6,470,529	12,741,414	6,270,885	50.78%	3,958,410
Subtotal Capital	654,993	6,470,529	12,741,414	6,270,885	50.78%	3,958,410
Total Expenses	\$ 2,008,862	\$ 22,496,537	\$ 31,577,390	\$ 9,080,853	71.24%	\$ 18,372,881
Excess Revenues						
Over (Under) Expenses	\$ 2,830	\$ 2,076,993	\$ (7,774,425)	\$ 9,851,418		\$ 3,028,169

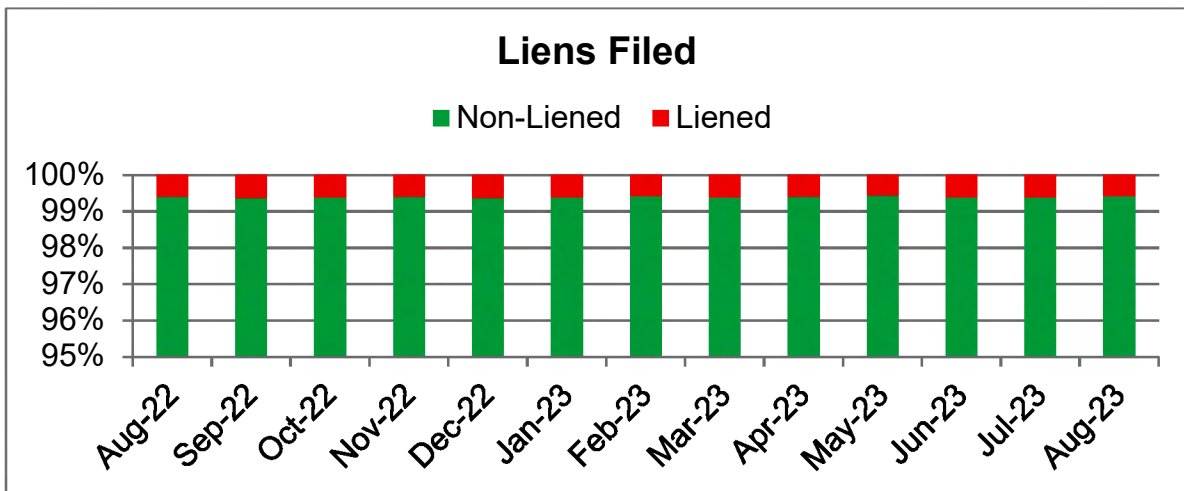
Total Capital expenses incurred and encumbered totalled \$18,309,075 or 143% of the capital budget. This includes funds encumbered in a prior fiscal year for projects that stretch across multiple fiscal years.

Accounts Receivable

The District’s third quarter billing was \$4,636,426, of this amount \$3,849,993 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 83.0% billing.



The District serves approximately 33,353 customers. Currently, the District has 195 liens filed which represent approximately 1.0% of our customers.



Pending/Threatened Litigation

- There is currently no pending or threatened litigation.

Retirement Plan Administrative Committee Update

On September 5, 2023, the Retirement Plan Administrative Committee met discuss the Second Quarter Retirement Plan results. As of June 30, 2023, the Plan had 90 participants with participant assets totalling \$12,148,602. The majority of the Plan’s balance continues to be in the Self-directed Brokerage accounts (59.9%); however, that percentage continues to decline with new contributions coming in and going to the funds in the Core Line-up. Three funds are on the watch list due to long-term performance being below the index and median of the peer group for the 3 and 5 year periods. The most notable of these are T. Rowe Price Growth Stock, which has been on the list since the fourth quarter 2021. The other two funds, FMI Large Cap has been on the watch list since the second quarter of 2022 and

Western Asset Core Plus Bond was added to the watch list in the second quarter of 2023. The Administrative Committee discussed the performance of these funds and recognized that while these funds are flagged for review, we have deemed the funds to still meet the fundamental credentials of the investment line-up.

Ms. Jensen discussed a recent case where a person posed as a deceased parent to steal social security and pension benefits. She inquired with Empower on steps they take to determine if participants have deceased.

Ms. Jensen also provided the committee an updated legal service agreement and informed the committee that beginning October 1, 2023, Klausner, Kaufman, Jensen & Levinson is increasing their hourly rates from \$325 to \$375 per hour. The last fee increase was in March 2020. The Administrative Committee tabled the discussion because it is not clear that the Administrative Committee has any authority under our existing Purchasing Policy. Therefore, this item is submitted for Board approval under agenda item 5.S. in this notebook.



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

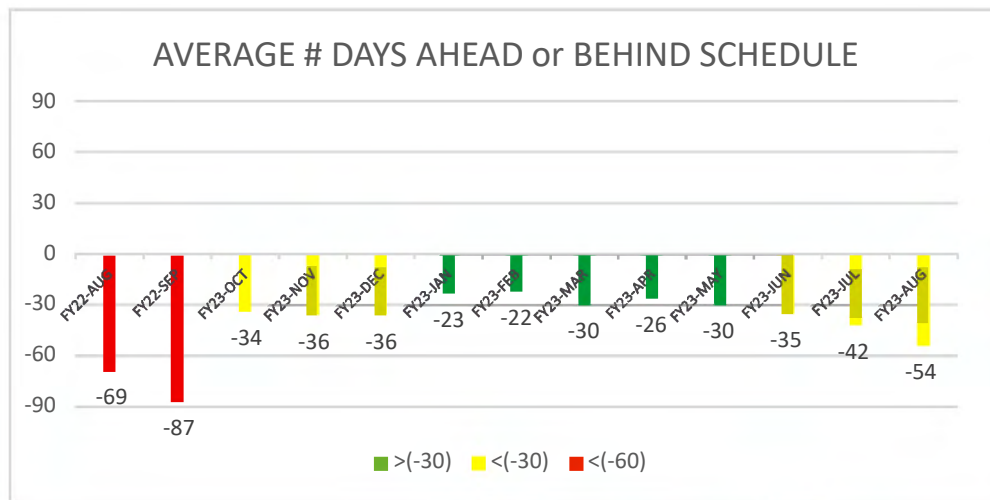
FROM: Kris Dean, P.E., Deputy Executive Director
Courtney Jones, P.E., Director of Engineering

DATE: September 13, 2023

SUBJECT: Capital Program and Engineering Services Report

Capital Projects

Capital Schedule (FLOAT = -54 Days)



Notable delays to the Capital Program are listed below.

N21008 – Jupiter Park Drive Site Planning – Staff are working through site plan coordination with the consultant for current and future facilities.

N20012 – JILONA Septic to Sewer – The project has reached substantial completion. The contractor is working through final documentation to close out the project.

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

R19011 – Lift Station 082 Conversion – See Tab 5T-C1.

R21001 – Lift Station 018 Main Lining – The contractor is working through the punchlist. Staff are coordinating for a revised schedule.

R21002 – Lift Station 041 Main Lining – Punchlist is completed. Awaiting final pay application documents.

R20047 – Lift Station 054 Main Lining – One punchlist item and final pay application documents remain for project completion.

N21009 – Injection Well Pump Station Emergency Generator Connection – See Holtz' report.

N20036 – IQ 511 Pump Station Piping Improvements – Lingering issues around responsibilities for fiber optic repair are delaying final completion. Staff have implemented a plan for resolution.

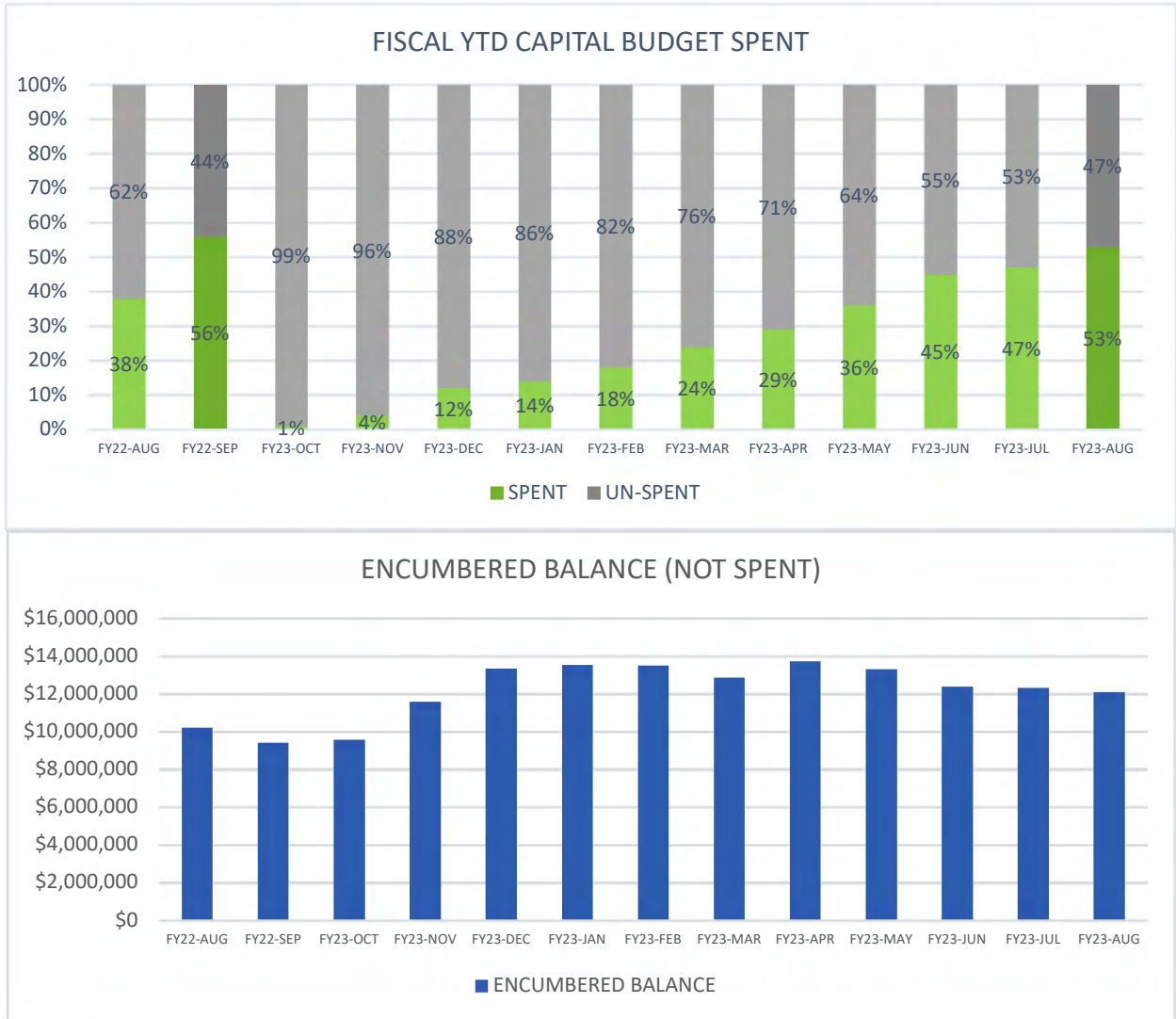
N23003 – Greenhouse Gas Initiatives – Solar – See Holtz' report.

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

Construction Delays:	70%
Supply Chain Issues:	6%
Design/Permit/Bid:	10%
Late Start:	0%
Planning Contracts:	13%

Construction delays have the largest impact to the negative float (70% from 16 projects total). Staff are working with consultants and contractors to close out punch list items and implement recovery schedules.

Capital Budget



Project Updates

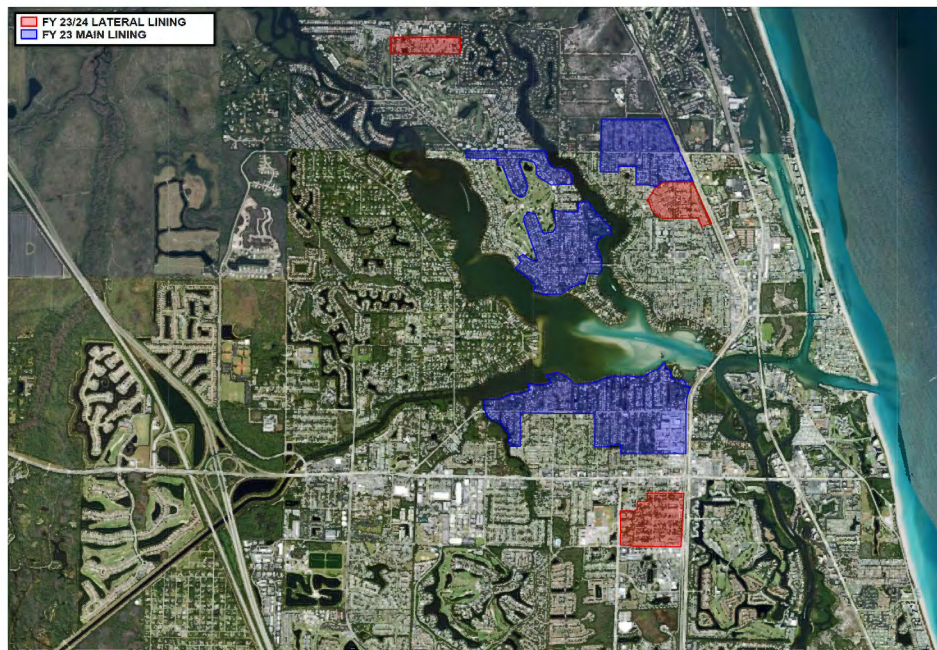
Science Center and Jupiter Inlet Lighthouse Outstanding Natural Area (aka: BLM House Renovations): Staff are evaluating alternate renovation approaches.

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: Design and bidding for the remediation work is scheduled to be completed with award in late 2024. The consultant submitted the 30% design plans on July 12, 2023.

In-house Projects

Gravity System Rehabilitation – Cleaning, TV Inspection and Lining:



Main lining work is complete in LS018, LS041, and LS054 systems. Work is substantially complete with punchlist items remaining to reach final completion.

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 has completed cleaning and CCTV work in all systems. The Contractor is currently lateral lining in all 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, and the Contractor is currently working on punchlist / closeout items. Cleaning and CCTV work ahead of the main lining work in LS070 and LS071 began in May 2023. The Village of Tequesta's Council approved extended working hours as requested by the Contractor for the LS070 and LS071 project due to the longer curing timeframe, equipment and MOT set-up required for the larger diameter mains included in this project. Main lining in LS070 and LS071 began in June 2023. Contractor completed main lining on Country Club Drive (extended working hours) in August 2023 and remainder of smaller diameter main lining in these systems anticipated to be completed in September 2023.

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 lining anticipated to begin in September 2023.

Lift Station Rehabilitations General Construction Services:

Lift Station	Inspection	Design	Procurement	Construction
064	COMPLETE	COMPLETE	COMPLETE	COMPLETE
095	COMPLETE	IN-PROCESS	-----	-----
131	COMPLETE	COMPLETE	COMPLETE	IN-PROCESS
174	COMPLETE	COMPLETE	COMPLETE	COMPLETE
210	COMPLETE	COMPLETE	COMPLETE	COMPLETE
211	COMPLETE	COMPLETE	COMPLETE	IN-PROCESS
233	COMPLETE	COMPLETE	COMPLETE	IN-PROCESS
242	COMPLETE	COMPLETE	COMPLETE	IN-PROCESS

Pre-construction meeting was held on March 15, 2023 for LS064, LS131, LS210, LS211, and LS233 Rehabilitations. Material submittals and permitting is complete. Contractor was issued NTP for May 15, 2023. Status of each station rehab:

- LS064 – construction complete; final closeout paperwork pending.



- LS210 – construction complete; final closeout paperwork pending.
- LS233 – construction in progress
- LS211 – construction in progress
- LS131 – construction start the week of September 18, 2023

LS174 rehabilitation was completed separately by in-house construction staff. in August 2023.



Pre-construction meeting was held on September 8, 2023 for LS242 Rehabilitation. Material submittals and permitting is in progress

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 two (2) manhole rehabilitations (LS043-MH15 and LS090-MH05) was held on June 14, 2023. Material submittals, permitting, and manhole rehabilitation is complete. Project is in punchlist / closeout stage.

Pre-construction meeting for three (3) manhole rehabilitations (LS057-MH014, LS050-MH063, LS006-MH005) was held on September 8, 2023. Material submittals and permitting are in progress.

Collections System / Operations Rehabilitation:

Staff utilized general services contracts (18-005-LSGENCONSTR, 20-007-WWRECGENCONSTR, 22-005-00115 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 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
- Lift Station 069 – replace meter can– Construction in-progress
- Lift Station 091 – replace meter can– Construction in-progress
- LS108 – install concrete slab and conduit from valve vault to RTU panel for permanent pressure recorder – Project is complete.
- 5th Street and S Orange Point Repair – Project is in punchlist / closeout stage
- Town Hall Point Repair– Project needs final paving per FDOT requirements

Pre-construction meeting for additional work items under these general services contracts was held on September 8, 2023 for the following projects:

- Replace influent valve to RAS pump station from Clarifier No. 3 at WWTP
- LS054-GL030 (55 Hickory Hill Road) – roadway paving
- LS055-GL009 (118 Pine Hill Trail West) – roadway paving
- IQ523 (105 Barbados Drive) – Replace breaker box at RTU panel
- LS076 (151 Point Circle) – Replace FPL meter can
- LS066 (425 Beach Road) – Replace electrical conduit from FPL meter can to disconnect
- LS051 – Replace disconnect
- LS094 (1001 Clemons Street) – Replace disconnect

Neighborhood Sewering/Remnant Properties:

18041 69th Terrace: The property owner at 18041 69th Terrace provided easements and requested staff install sewers to a proposed two-unit residential project. Design and permitting are complete. This project includes a single service to be installed in easements. Project is in punchlist / closeout stages of construction.

109-111 Old Jupiter Beach Road: Design is complete for 109-111 Old Jupiter Beach Road. 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 and paid connection charges. Project is awaiting platted easement from homeowner at 109 Old Jupiter Beach Road for requested re-design for low-pressure main alignment.

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 currently in construction and material submittals are in progress.

18828 SE Jupiter Road: Owner of this property submitted application for re-development, which was approved by the District. 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.

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

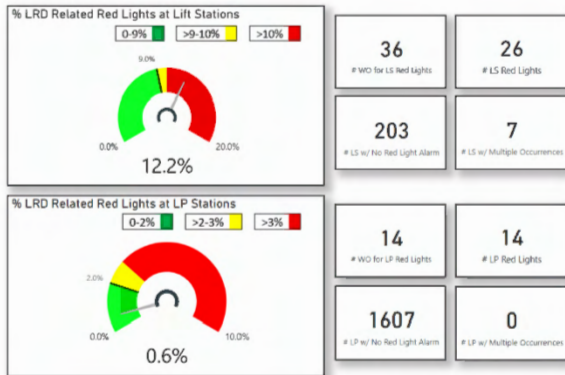
Statutory Way of Necessity:

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 currently in permitting.

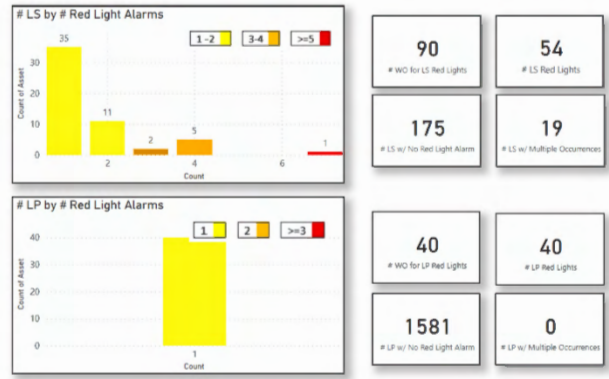
COLLECTIONS AND REUSE

Lift Station Red Lights: This month the system experienced 40 total red lights. 26 lift station red lights (with 7 stations experiencing multiple red light events) and 14 low pressure red lights (with 0 stations experiencing multiple red light events).

Red Light Emergency Call Work Orders Dashboard
August 2023



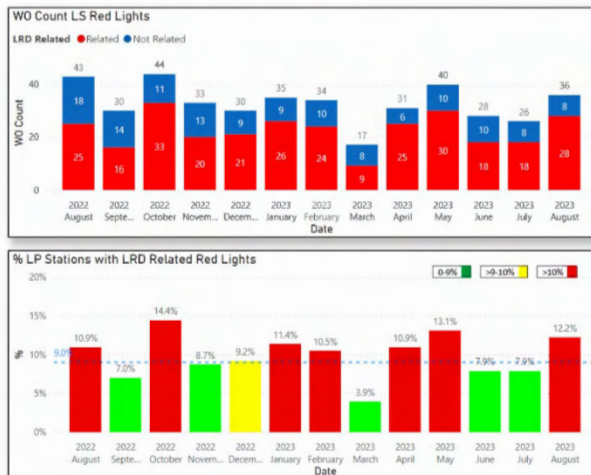
Red Light Emergency Call Work Orders Dashboard
June 2023 through August 2023



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.

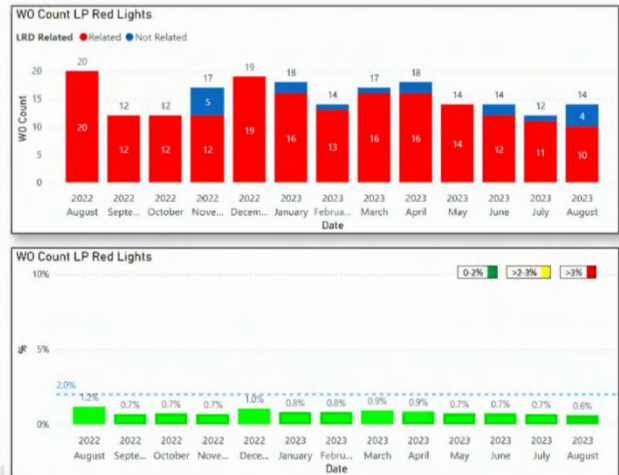
Emergency Call Work Order Lift Station Trend

8/1/2022 through 8/31/2023



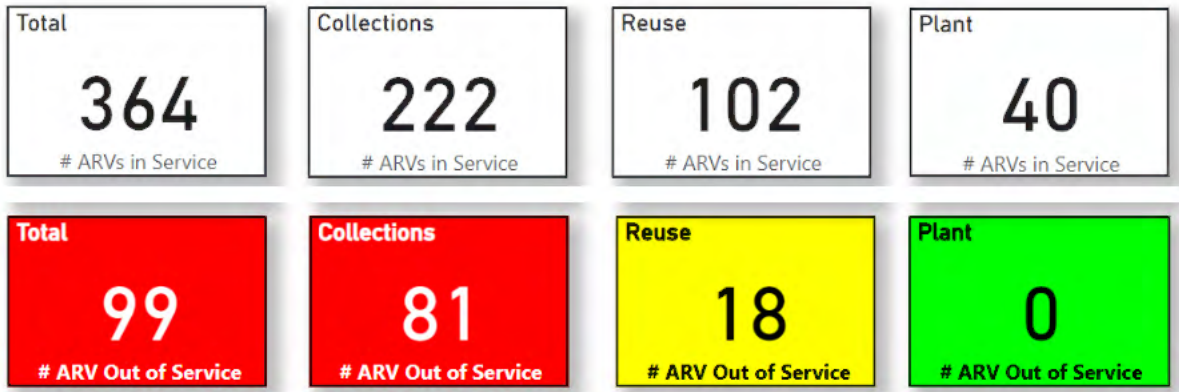
Emergency Call Work Order Low Pressure Trend

8/1/2022 through 8/31/2023



Release Valves (ARV):

ARV Status Dashboard



Wet Well Cleaning:

KPI - Wet Well Cleaning Schedule

August 2023



UNAUTHORIZED DISCHARGES (fka SANITARY SEWER OVERFLOWS)

There was 1 unauthorized discharge in the collection-transmission-distribution system this month.

On August 21, 2023, the District had an unauthorized discharge of 10 gallons of sewage from a gravity service (LS054-GS006) located on Hickory Hill Road, Tequesta, FL. The unauthorized discharge was caused by a blocked gravity service. 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. The affected area was disinfected with lime and cleaned with 10 gallons of potable water of which 10 gallons were recovered with a vacuum truck. No known storm drains or bodies of water were affected.



D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

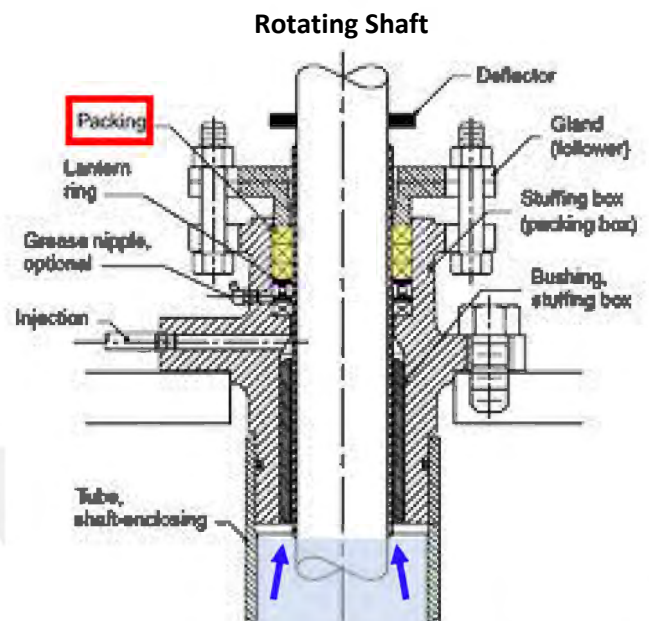
MEMORANDUM

TO: Albrey Arrington, Ph.D., Executive Director
FROM: Jason A. Pugsley, P.E., Operations – Plant Manager
DATE: September 15, 2023
SUBJECT: August 2023 Operations Department Monthly Report

Treatment Plant Division / Maintenance Department

Overall, the month of August 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 plant were on the same order of magnitude as the flow during the previous month.

The plant experienced one (1) unauthorized discharge during the month of August. The discharge occurred due to the failure of the shaft packing seal on one of the injection well pumps. The failure resulted in approximately 5 gallons of secondary effluent being discharged to the ground surface. Shaft seal failures occur from time to time and are most often discovered in the early stages prior to complete failure and loss of sealing capabilities. The injection well pumps are equipped with packing ring seals which, by design, allow for a minimal amount leakage which is intended to cool the packing material and prevent the premature degradation of the packing due to higher temperatures caused by rotational friction. The minimal amount of leakage is typically contained within the pump head and returned to the pumping unit. The leak was discovered during one of the plant process inspections performed by Staff each day.



Shaft – Packing Seal Schematic

Dr. Matt H. Rostock
CHAIRMAN

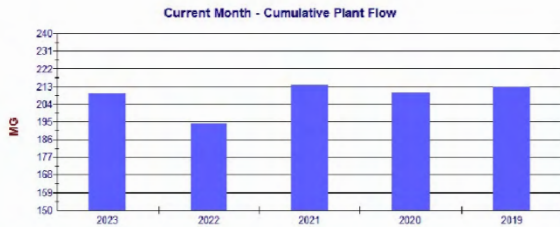
Kevin L. Baker
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

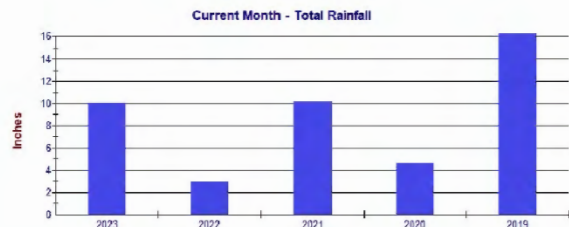
Stephen B. Rockoff
BOARD MEMBER

Clinton R. Yerkes
BOARD MEMBER

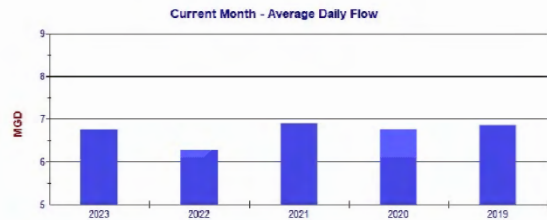
Graphical summaries of the plant flows and rainfall during the month of August, including comparisons with plant flows during the previous month (i.e., July 2023), are presented below.



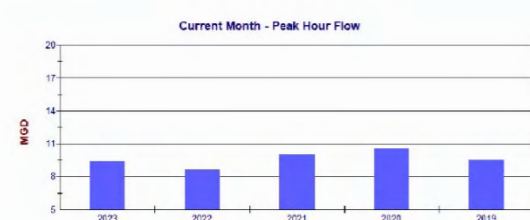
The Cumulative Influent Flow to the plant for the month of August was 209.44 million gallons. This is slightly greater than the July flow of 201.01 million gallons.



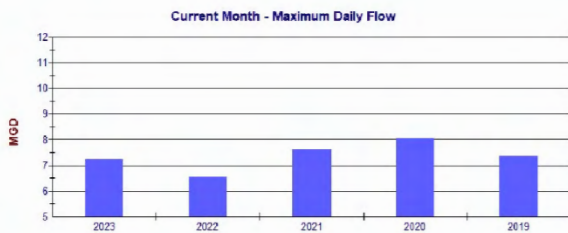
10.05 inches of total rainfall was recorded at the plant site during the month of August. This is significantly greater than the July rainfall recorded 6.59 inches.



The Average Daily Flow (ADF) for the month of August was recorded at 6.76 MGD compared to 6.48 MGD during the month of July and 6.27 MGD during August 2022.

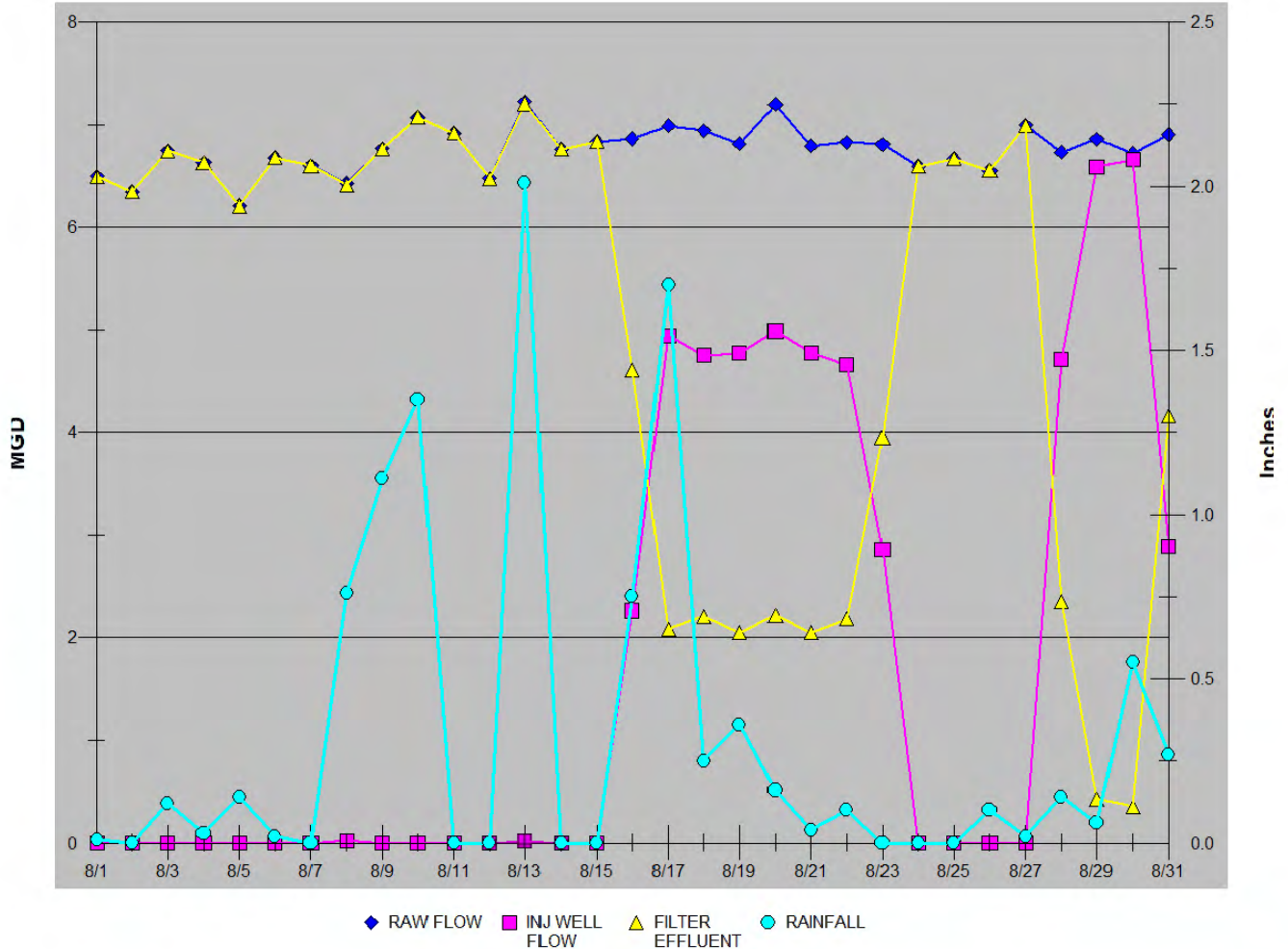


The Peak Hour Flow (PHF) for August was 6,521 GPM which equates to an equivalent daily rate of 9.39 MGD. This is slightly higher than the PHF for July of 6,222 GPM (8.96 MGD).



The Maximum Daily Flow (MDF) in August was 7.22 MGD. This is slightly greater than the MDF for July of 6.90 MGD.

For the month of August, 74.30% or 155.60 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 54.90 MG of blended effluent was diverted to the Deep Injection Well. The plant delivered a total of approximately 187.68 million gallons of IQ water to the reuse customers during the month of August.



Year to date (i.e., Calendar Year 2023), approximately 80.44% of all influent flow to the plant was treated and available for reuse as IQ water. The total volume of IQ water distributed to reuse customers for the year stands at 1,600.92 million gallons.

All monthly reporting was submitted on time.

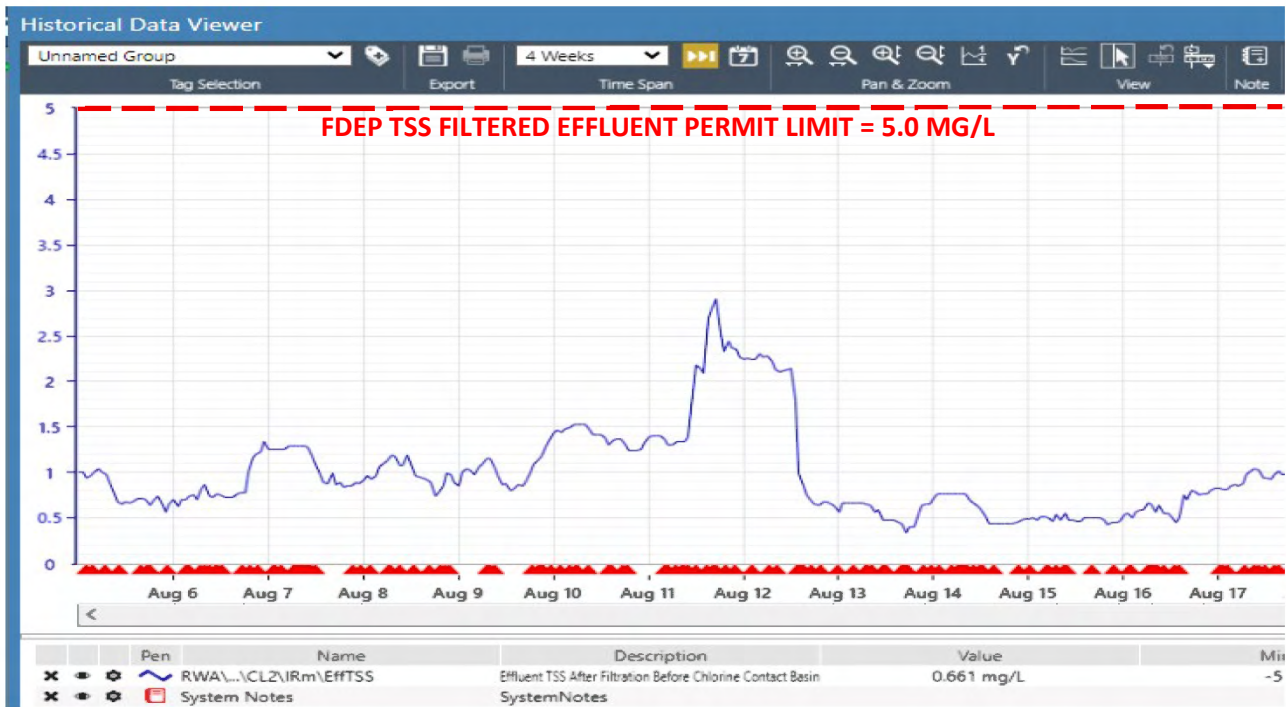
Treatment Plant:

Operations Staff continued to perform routine monitoring, sampling and general maintenance of equipment and structures. Staff also worked and/or provided operational assistance during the execution of various special and/or capital improvement projects. A few of the projects are discussed below.

During the month, Operations Staff worked with Maintenance Team members to replace the existing sample pumps dedicated to the filtered effluent total suspended solids (TSS) analyzer unit. The District's Florida Department of Environmental Protection (FDEP) wastewater treatment plant (WWTP) operating permit requires the continuous on-line monitoring of TSS with an automated data logging or recording device. The intent of this requirement is to ensure that all irrigation quality (IQ) water produced at the District's WWTP has a TSS of less than 5.0 milligrams per liter, prior to the application of chlorine for disinfection. The reliable operation of the sample pumps, which continuously convey filtered effluent from the post-filter parshall flume flow metering device to the TSS analyzer, is critical to ensure consistent compliance with this permit limit. To provide additional reliability and operational flexibility a total of two (2) sample pumps are installed for this purpose. In the event of an issue with one of the sample pumps or during periods of maintenance, the redundant pump can be placed into service without interruption to the production of IQ water.



Filtered Effluent TSS Sample Pumps



Filtered Effluent - TSS Continuous Analyzer SCADA Chart

During the month, Operations Staff worked closely with the manufacturer’s authorized service representative to perform the annual maintenance of the chlorine feed system. This maintenance activity requires Staff to take all IQ water production processes (i.e., filter units and disinfection system) offline for a period of three days. The annual maintenance of this system includes a detailed inspection of all feed system components to assess the current condition and to identify potential issues before they occur. The components are disassembled, and all parts thoroughly inspected. Any parts which are determined to have any abnormality or signs of wear are replaced and the components reassembled by the manufacturer’s representative. The maintenance also includes the complete replacement of all components which are nearing the end of the conservative useful life estimates established by the manufacturer. This approach ensures that the system safely operates at its optimum efficiency. Upon completion of the chlorine feed system maintenance, Staff returned the system to service. To facilitate cleaning and maintenance of the chlorine contact chamber, the previously out-of-service chamber is placed into service.



Chlorine Contact Disinfection Chambers

Lastly, the Operations Team worked with the Maintenance Team to replace an aging sample port on the waste activated sludge (WAS) influent piping to the sludge storage tank. The condition of the sample port was documented by an Operator during a regular plant inspection, and it was determined that pro-active replacement of the sample port was warranted to mitigate a potential unauthorized discharge. The existing sample port was primarily fabricated of poly-vinyl chloride (PVC) fittings which are subject to degrade due to exposure to sunlight (i.e., ultraviolet light). To extend the useful life, Staff elected to fabricate the replacement sample port using Type 316 stainless steel, which will not degrade due to sunlight and will not corrode over time.

To facilitate replacement of the sample port, all WAS pumps as well as the influent WAS isolation valve were locked out and tagged out. The WAS piping above the sample port was drained and the sample port replaced. Upon replacement, the WAS pumping system was placed back into service and all new fittings and valves were inspected for leaks.



Existing WAS Sample Port

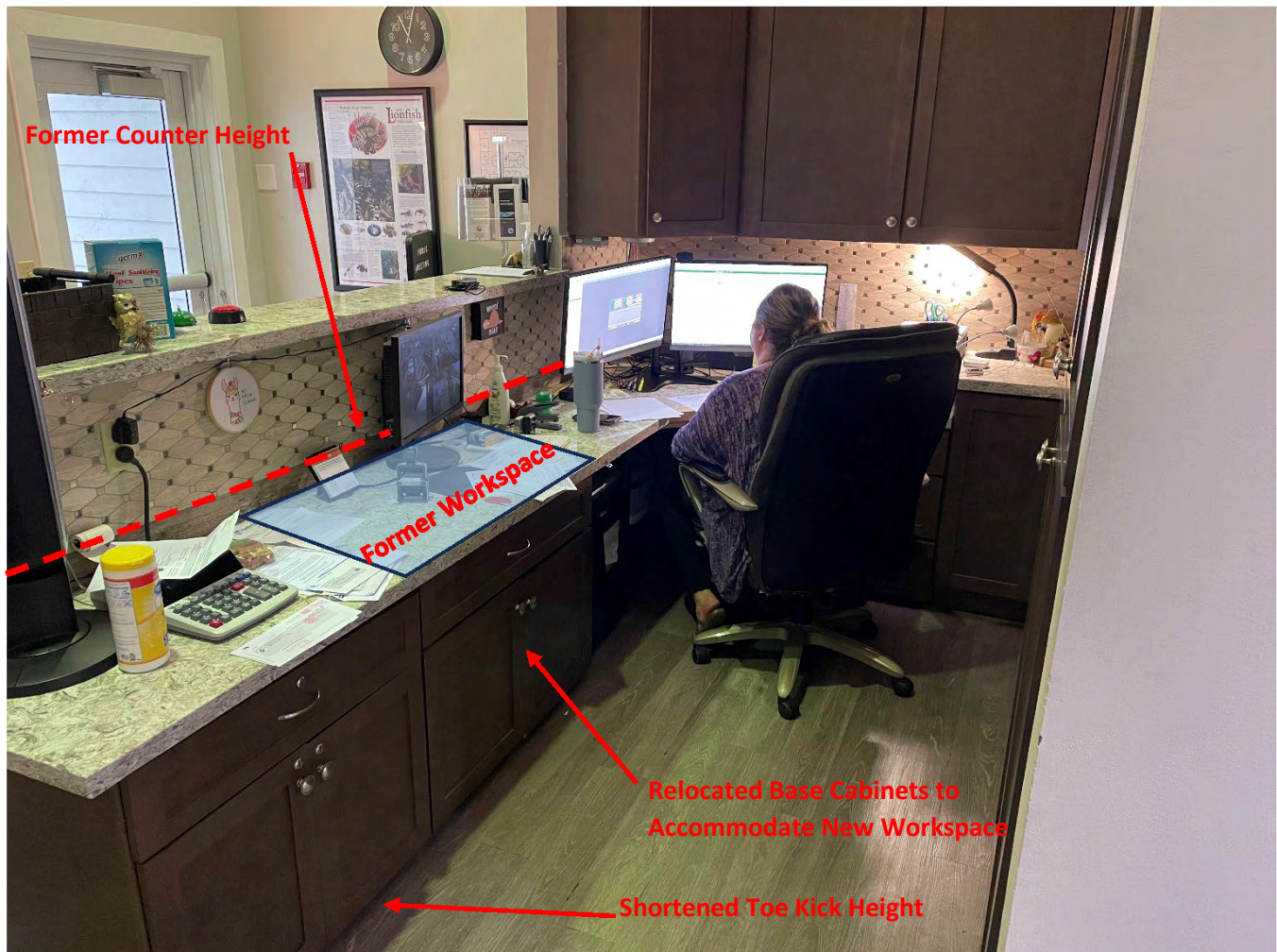


Replacement WAS Sample Port

Maintenance Department:

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

Maintenance Team members worked with the District’s Safety Officer, Mr. Ed Horchar, and District customer service Staff members to review and discuss potential modifications to the customer service welcome desk within the lobby of the District’s Administrative Office. The modifications were needed to address workspace constraints and specific ergonomic issues with the existing layout. After reviewing the existing conditions, it was determined that the height of the existing countertop was too high and resulted in a seating position which was not conducive to maintaining a neutral sitting posture or wrist position during typing. Additionally, the height of the computer monitors was above eye level. Lastly, it was determined that the location of the desktop computer and workspace area was not ideal due to the limited depth of the countertop. After discussion with Staff, it was determined that the existing cabinets and countertop could be reconfigured to resolve the issues identified with minimal effort and costs. The end result was the resolution of all identified ergonomic issues and a significantly more functional workspace for Staff.



Customer Service Welcome Desk Improvements

Back in July 2023, the District took delivery of a new 5,000-pound capacity forklift unit. The new forklift unit was purchased to replace the existing forklift unit which was over twenty years old and had reached the end of its useful life. The primary purpose of the forklift unit is to offload deliveries of material and equipment by the District's warehouse staff. One other significant use of the forklift is to move around and/or reposition the District's fleet of towable/portable generator units. Since forklifts have a smaller turning radius, are more compact and allow for forward facing trailering they are more efficient and are significantly safer than utilizing a truck. However, to utilize a forklift for trailering, the forklift tine must be equipped with a hitch attachment which is compatible with the trailer coupler on the generator units. During this month, Maintenance Team members designed and fabricated a custom "rhino" trailer hitch which can be quickly secured to the forklift tine using an integrated clamp. The hitch also includes two retaining chains which provide additional assurance that the hitch attachment will not slide off the tine while in use.

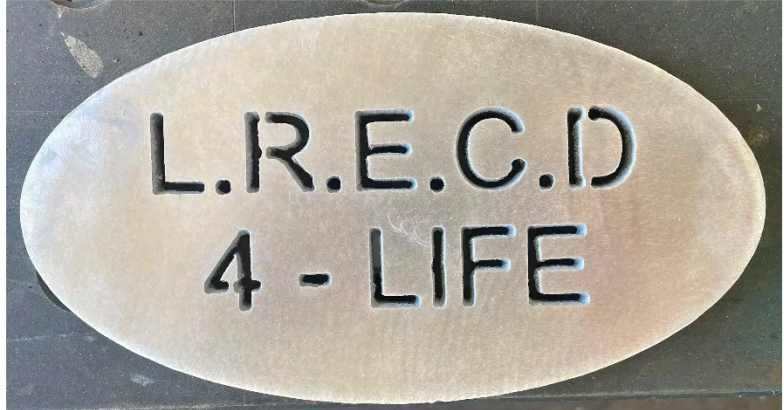


New 5,000 lbs. Forklift Unit



Custom Forklift "Rhino" Trailer Hitch

This past month, the Maintenance Team also completed significant upgrades and improvements to the District's Computer Numerical Control (CNC) plasma cutter table. The CNC machine is one of the most valuable assets within the machine shop since it has the ability to safely cut metal with speed and precision. The upgrades completed this month included the replacement of the existing desktop operating computer with a dedicated laptop operating computer. The new laptop computer was updated with the most recent version of the proprietary operating software which includes lifetime technical support. The update to the latest software resolved multiple operational "glitches" which were being experienced using the current software version. The use of a laptop computer instead of a desktop computer, which was required to reside in the Maintenance Shop immediately adjacent to the CNC table, will allow Staff to perform and prepare computerized designs within the Maintenance Office which provides a more conducive environment for this type of work. This approach will also prolong the life of new laptop computer since the conditions within the Maintenance Office are not as harsh as the conditions in the shop. During the month, Maintenance Staff members were also provided additional training by the manufacturer. The intent of the training was to enhance the understanding and capabilities of Staff. Staff were given a group lesson which was then followed by one-on-one sessions with the instructor.



"Test Piece" Fabricated After Upgrades



CNC Plasma Cutter Table



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: Albrey Arrington, Ph.D., Executive Director
FROM: Bud Howard, Director of Information Services
DATE: September 13, 2023
SUBJECT: Information Services Monthly Governing Board Update for August 2023

WildPine Ecological Laboratory

Riverkeeper Project

In August, the lab staff and our partners collected 193 water quality samples from 35 monitoring stations throughout the watershed. A total of 88 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 August 2023 was “Good” with 83% of all samples meeting the EPA/DEP water quality criteria. This was an improvement from last month’s score of 78% and better than last year’s score of 80% for August (see score card below). The score this month was mainly driven by lower chlorophyll scores that corresponded with higher than average precipitation.

For the core parameters, *Total Nitrogen* scored “Good” during August with 97% of sites meeting the water quality criteria. This was identical to last month’s score and better than last year’s August score of 88%. *Total Phosphorus* results scored “Good” with 80% of sites meeting the water quality criteria, which was better than last month’s 72% but worse than last year’s August score of 88%. *Chlorophyll* results scored “Fair” for August, with 63% of sites meeting the water quality criteria, better than last month’s 44%, but down from last year’s score of 77%. For the combined *Fecal Indicator Bacteria* (fecal coliforms in all waters, enterococci in marine and brackish waters and *E. coli* in fresh waters), August results scored “Good” with 86%, similar to last month’s score of 87%, and better than last year’s score of 76%.

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

8/1/2022

8/30/2023

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

August 2023

83%

Overall

193

Total Samples

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

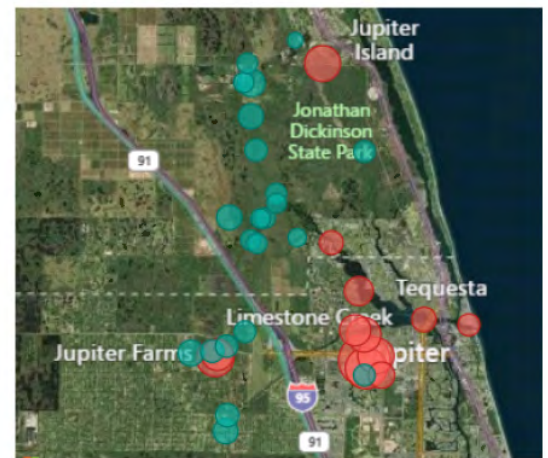
Year	Month	# Samples	Overall Score	# TN Samples	Total Nitrogen Percent Good	# TP Samples	Total Phosphorus Percent Good	# CLA Samples	Chlorophyll Percent Good	# BAC Samples	Bacteria Percent Good
2023	August	193	83%	35	97%	35	80%	35	63%	88	86%
2023	July	165	78%	32	97%	32	72%	32	44%	69	87%
2023	June	144	74%	25	92%	25	68%	25	48%	69	80%
2023	May	173	80%	30	87%	30	80%	30	60%	83	84%
2023	April	157	76%	30	100%	30	80%	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%
2022	December	164	75%	29	93%	29	86%	29	76%	77	64%
2022	November	120	77%	18	100%	18	83%	18	56%	66	74%
2022	October	160	71%	30	100%	30	73%	30	40%	70	71%
2022	September	104	81%	19	100%	19	95%	19	79%	47	68%
2022	August	162	80%	26	88%	26	88%	26	77%	84	76%
Total		1986	80%	351	96%	351	83%	351	60%	933	80%

Spatial Distribution of Water Quality Results

In August, *Chlorophyll* results met the water quality criteria at 22 of 35 sites. The stations with the most exceedances were in Jones Creek and throughout the marine and brackish sections, which have stricter water quality criteria. Five out of six Jones Creek stations scored “poor” with the Delaware (DEL) site once again having the highest concentration of all sites tested this month jumping from 46 µg/L in July to 111 µg/L this month, or 20 times higher than the stringent FDEP water quality criteria of 5.5 µg/L. As previously reported, this high result is not a great surprise because this sampling site is located at a dead-end canal at the uppermost extent of the creek with very little flushing. The next highest chlorophyll result was measured at the Caloosahatchee Culvert (CALC), which is the adjacent downstream site in Jones Creek, with a result of 57 µg/L. The warm water temperatures and poor flushing are likely contributing to the strong algae growth.

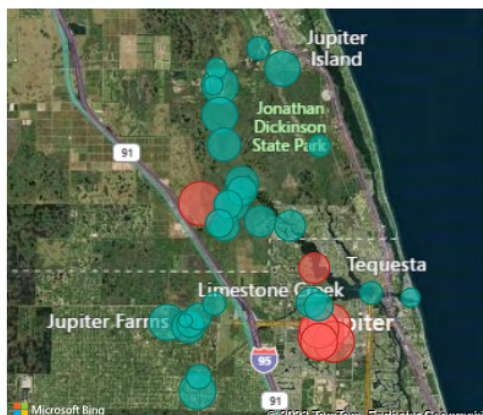
Chlorophyll a (ug/L)

CHL_Score ● GOOD ● POOR



Total Phosphorus (mg/L)

TP_Score ● GOOD ● POOR

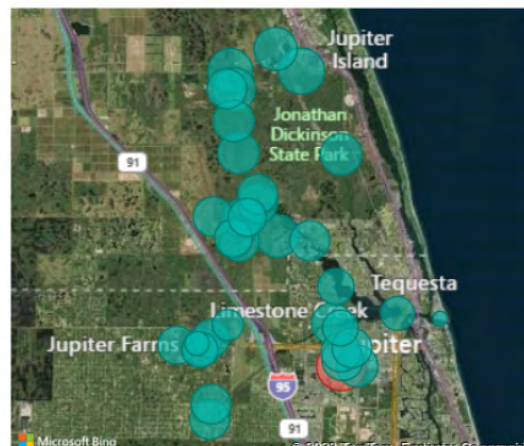


Total Phosphorus results scored “good” at 28 out of 35 sites in July. The “poorest” stations this month were in Jones Creek with Caloosahatchee (CALC) again having the highest result at 0.18 mg/L and more than double its Numeric Nutrient Criteria (NNC) water quality standard of 0.075 mg/L for brackish water stations. Hobe Grove Canal (Station 104) at the south border of Jonathan Dickinson State Park, which drains an agricultural area west of the park was next highest at 0.17 mg/L. Station 75 in Jones Creek at Indiantown Road was also high with 0.16 mg/L phosphorus.

Total Nitrogen scored “good” at 34 out of 35 sites in August. The only “poor” scoring station was the Jones Creek Upper (JCU), with a similar result to last month of 1.5 mg/L, compared to the state water quality standard of 1.3 mg/L for these brackish waters.

Total Nitrogen (mg/L)

TN_Score ● GOOD ● POOR

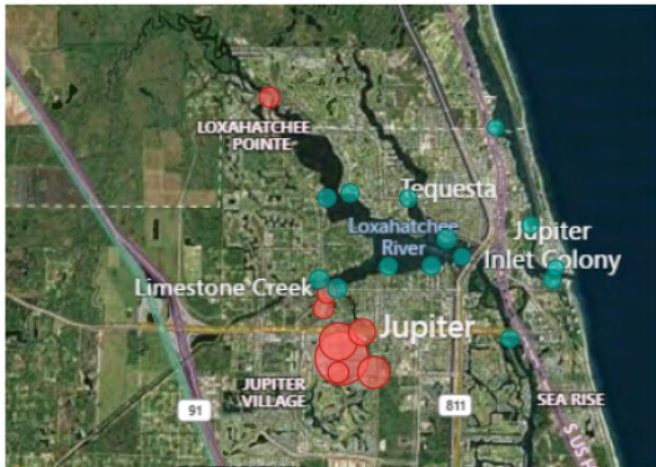


The overall *Fecal Indicator Bacteria* result scored “good” at 76 of 88 sites in August. For Enterococci bacteria (see map below left), the preferred indicator bacteria for salt and brackish waters, eight stations scored “poor” when compared to the water quality standard of 130 MPN/100 mL. Seven “poor” stations were sampled in Jones and Sims Creeks, with the highest concentration of 12,997 MPN/100 mL at Caloosahatchee (CALC) in Jones Creek. The very high result this month is 4 times higher than last month at CALC and has been documented before at these high levels most recently in July 2022. The Delaware (DEL) site was next highest at 4,352 MPN/100 mL. Toney Penna Footbridge (TPJ) and Indiantown Road (Station 75), both also in Jones Creek, were high at 2,400 and 1,081 respectively. The Town of Jupiter’s vegetation trimming project was slated to begin in September, but there have been no updates to the schedule.

For *E. coli* bacteria (map below right), the preferred indicator bacteria for freshwater, two stations scored “poor” in August. Rivers Edge (Station 107) had the highest concentration this month at 1,670 MPN/100 mL. Hobe Hills Outfall (Station 56) which drains into Jonathan Dickinson State Park, was just over the Water Quality Standard at 459 MPN/100 mL.

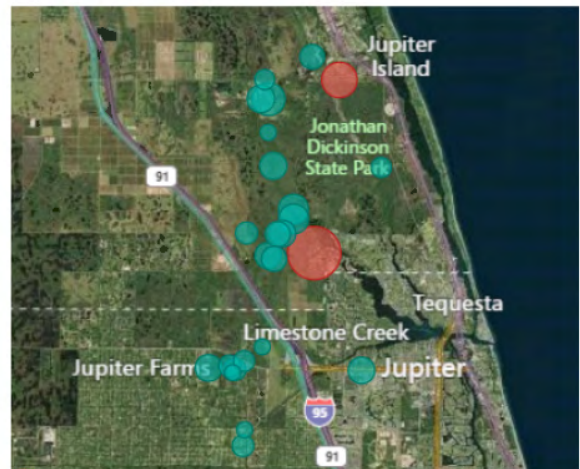
Enterococci Bacteria - Criteria: 130 MPN/100mL

ENT_Score ● GOOD ● POOR



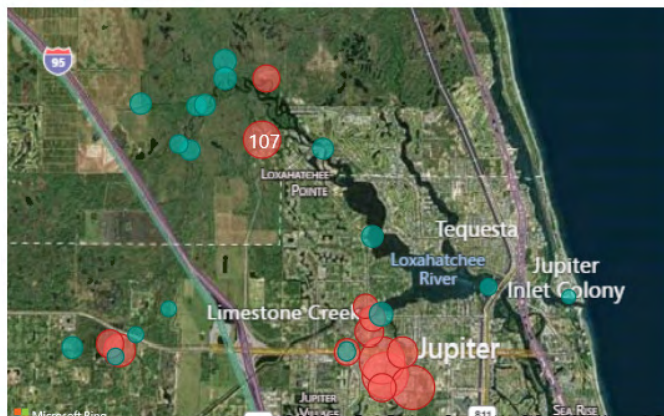
E. coli Bacteria - Criteria: 410 MPN/100mL

ECOL_Score ● GOOD ● POOR



Fecal Coliform Bacteria - Criteria: 800 MPN/100mL

FC_Score ● GOOD ● POOR



reported at 8,164 MPN/100 mL. The Toney Penna Footbridge (TPJ) site was also similarly high at 7,270 MPN/100 mL.

Fecal Coliform bacteria results for August showed noticeable hotspots in concentrations, namely Rivers Edge (Station 107) and the Jones/Sims Creeks area. Rivers Edge (Station 107) fecal results have been doubling in concentration going from 1,236 in June to 2,481 in July to 4,352 MPN/100 mL in August. This site has historically had “poor” bacteria results that are likely influenced by septic tank seepage into a shallow tidal creek. The shallow brackish Jones Creek also had very high fecal concentrations mirroring the enterococci results discussed above. The Delaware (DEL) and Caloosahatchee Culvert (CALC) sites were both

New Senior Scientist – CY Chen

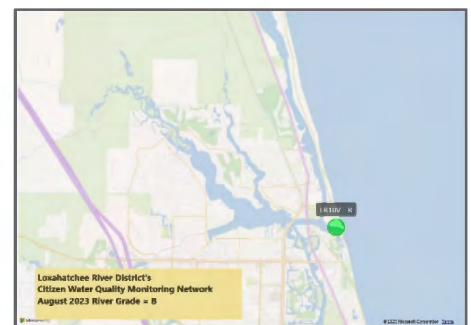
In August, we welcomed CY Chen as the new Senior Scientist in the WildPine Lab. He is originally from Taiwan, where he earned his Ph.D in Environmental Engineering at the National Cheng Kung University. Prior to coming to LRD, he worked at the University of Minnesota in the Water Resources Center as a Postdoctoral Researcher where he designed research experiments, conducted sampling and lab analyses, along with performing data interpretation, presentations and report writing. His diverse areas of study include water/wastewater treatment, biomass and bioenergy technology to produce hydrogen energy, thermal treatment for recycling electronics and monitoring air pollution. CY’s most recent accomplishment was to produce biochar, a material

made from agricultural waste, and use it for water pollution mitigation to fulfill a goal of creating a sustainable environment. CY is a talented scientist who has one patent and has published 20 peer-reviewed journal manuscripts to date. The lab staff is very excited to have the opportunity to work with him. CY will spend the first few months learning everything the WildPine Lab is involved in including lab analyses, plant sampling, and river monitoring (some depicted below).



Volunteer Water Quality

This month the weekly Volunteer Water Quality monitoring grade is only represented by a single site at Jupiter Inlet. Our Blowing Rocks Preserve site (St. 22) is transitioning from one volunteer to another. The Volunteer Water Quality Grade for August at the Inlet was a “B”. The results at the Jupiter Inlet site had slightly lower than normal dissolved oxygen levels in the water due to the warmer water temperatures (30 degrees Celsius) this month. Lower water clarity values were measured during the ebb tides at the inlet. Between August 9 and 13 there were some heavy rains and marginal flood control releases from the S-46 structure into the Southwest Fork, which may have contributed to the lower than normal salinity and pH values measured at the Jupiter Inlet on August 13.



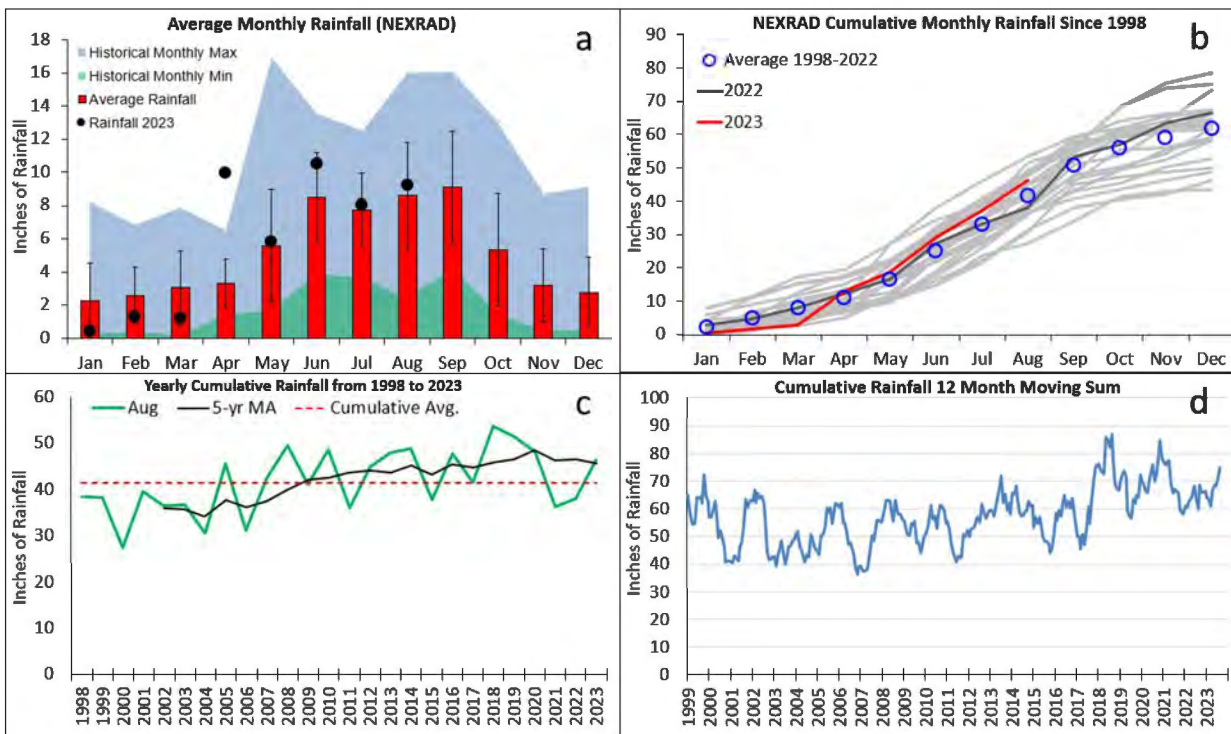
Site	Averaged results for the Month							Monthly Cumulative Grades					Monthly Grade	
	Temp (°C)	Secchi	Salinity	pH	DO	DO%	Color	Vis	Salt	pH	DO	DO%		Color
LR10V	30.0	2.35	32.1	8.1	6.0	93.9	1.0	B	A	A	C	A	A	B

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

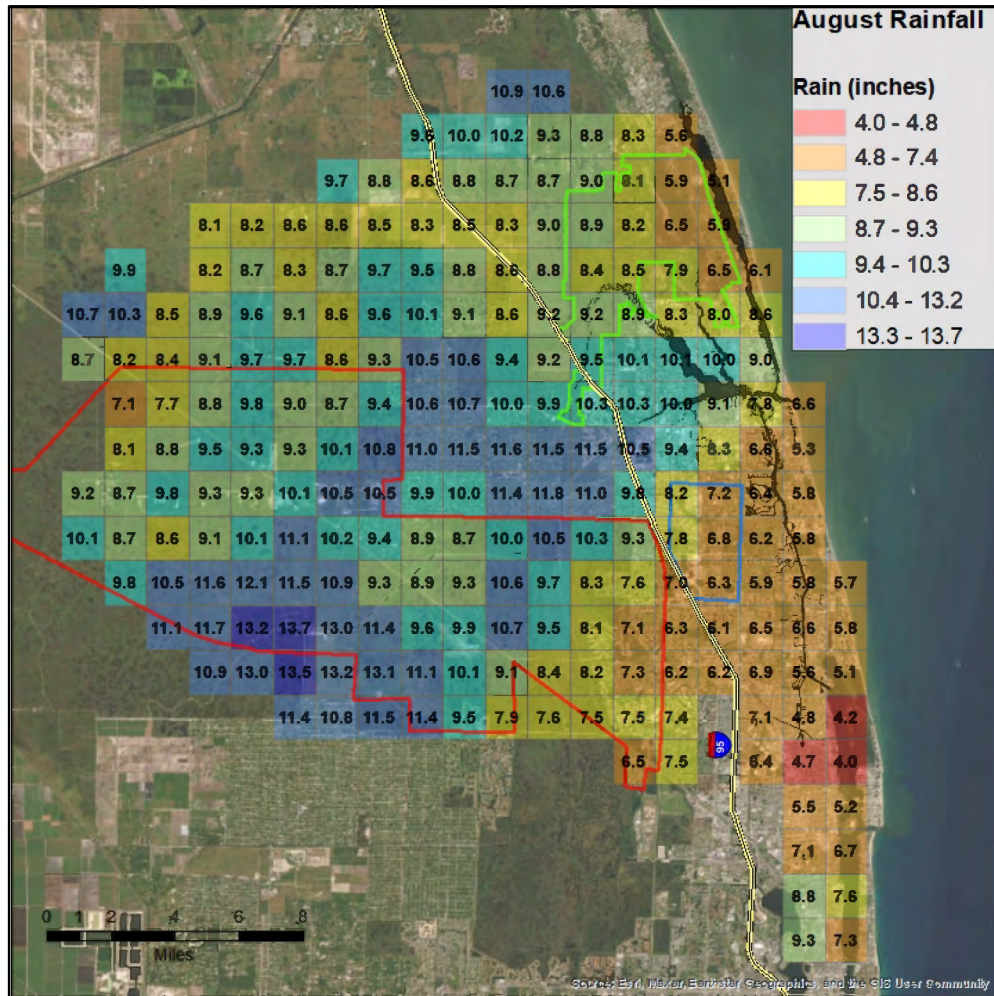
Hydrologic Monitoring

Rainfall

Rainfall across the watershed during August totaled 9.2”, which was about 7% higher than the historical monthly average of 8.6”. This is the fifth consecutive month of above average rainfall (panel ‘a’ in figure below). Rain was detected within the watershed during 30 of the 31 days of August with the highest single day total of 0.9” occurring on August 9. Annual cumulative rainfall through August was 46.5” which is about 12% above the 41.5” average for the period (panel ‘b’ in figure below). Yearly cumulative trends indicate that annual rainfall through August has returned to above-average levels and is approaching historic highs for the period (panel ‘c’ below). The 12-month moving sum through August was 74.9”, about 25% higher than the moving sum from one year ago (panel ‘d’ below) and about 21% higher than the moving sum for the period of record. The long-term trend indicator in panel ‘d’ below shows that total rainfall within the watershed has shifted upward since around 2017.



Figures above display various measures of rainfall. Panel (a) shows average monthly rainfall from 1998 to 2022 (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 2023; dark grey line indicates rainfall during 2022. Blue circles are monthly cumulative average rainfall measured between 1998-2022. Panel (c) shows cumulative annual rainfall using NEXRAD radar-based data. Green line indicates cumulative rainfall through indicated month for each year since 1998, 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.



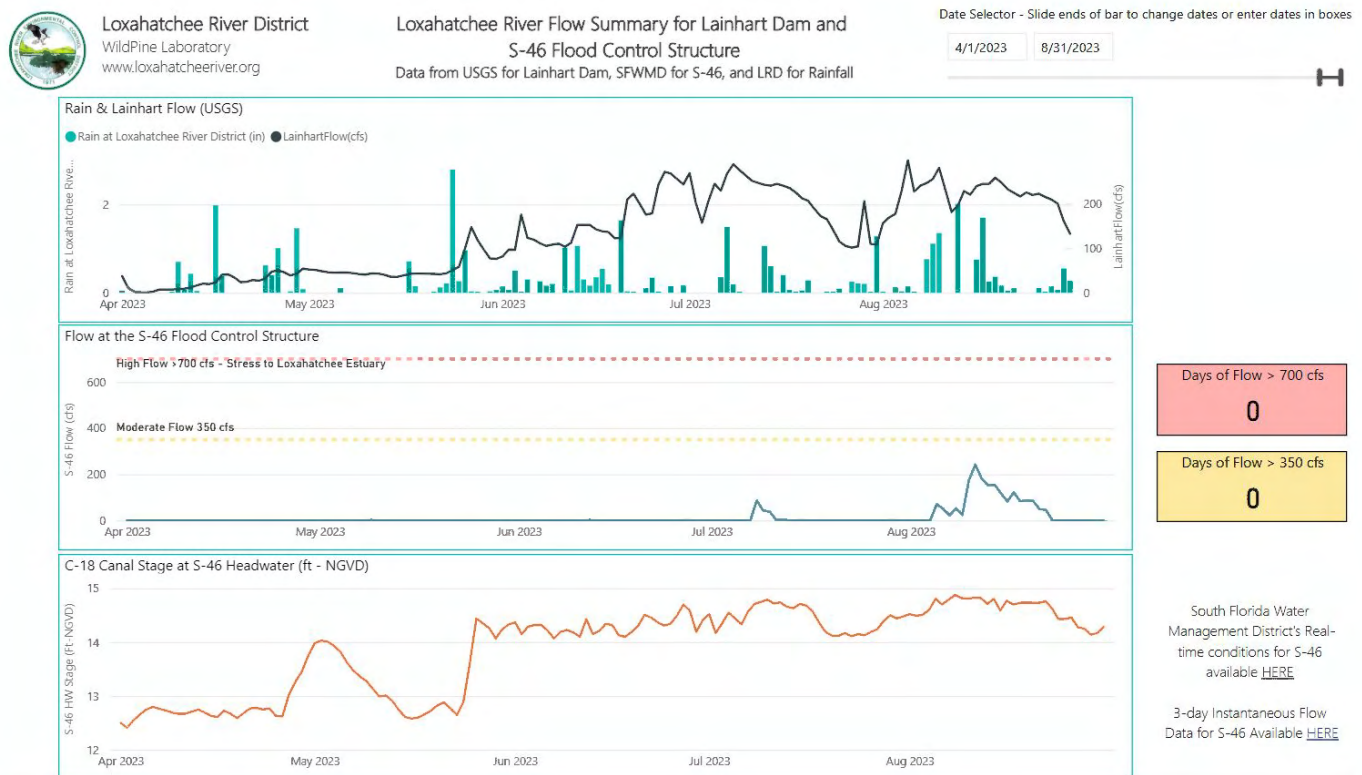
Rainfall distribution across the watershed using NEXRAD data. Each pixel represents an area of 2 km x 2 km. Blue colored pixels show highest rainfall and red pixels show lowest rainfall. For reference, the red line is the C-18 basin which includes portions of J.W. Corbett WMA, Loxahatchee Slough, and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

The spatial distribution of rainfall across the watershed for August ranged from 4.0” in the driest regions to 13.7” in the wettest regions (figure above). In general, the driest regions during August occurred in the southeastern portions of the watershed which include Juno Beach and the Lake Worth Creek portion of the intracoastal waterway.

The areas receiving highest rainfall were primarily in the areas of the C-18 drainage basin including the Pratt and Witney facility and surrounding areas like C.W. Corbett Wildlife Management Area and Jupiter Farms.

River Flows

The significant rainfall resulted in river flows measured at the Lainhart Dam ranging between 132 to 297 cfs with a daily average of 220 cfs (top chart below), which was up slightly from the previous month. Water managers from the South Florida Water Management District made some low flow flood control releases into the estuary from the S-46 control structure (middle chart below). These releases averaged 99 cfs over an eighteen-day period beginning August 5 and remained well below the 350 cfs “Moderate Flow” threshold that our research suggests can stress estuarine habitats.



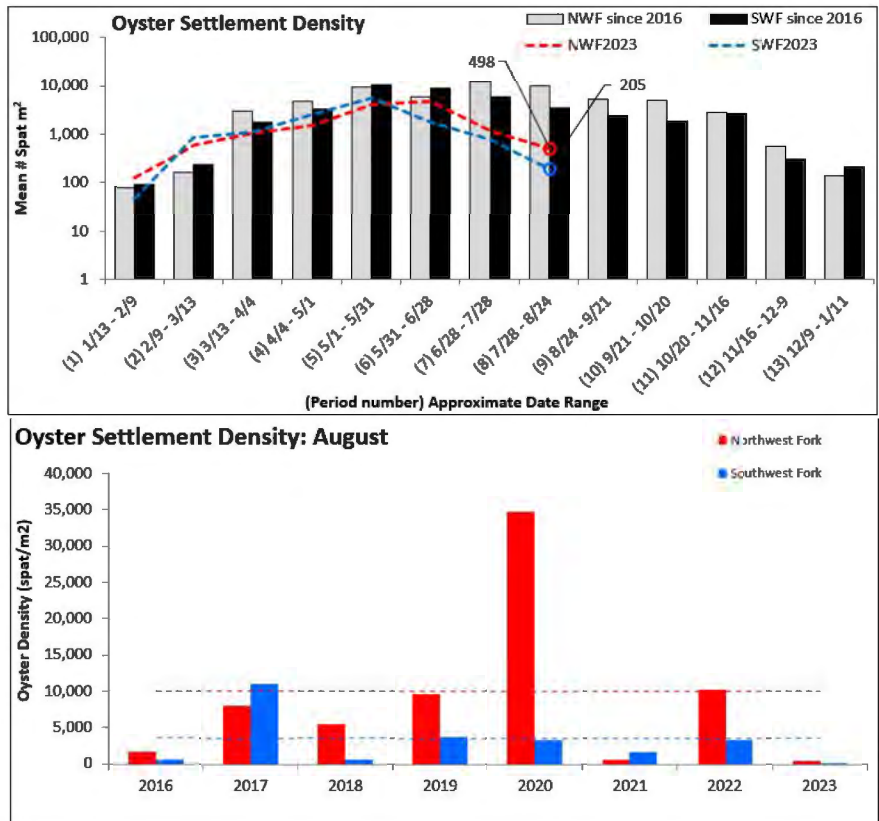
Loxahatchee River Flow Summary for Lainhart Dam and S-46 Flood Control Structure, April 1, 2023 through August 31, 2023. Top chart shows daily rainfall (inches, green bars) measured at the Loxahatchee River District (2500 Jupiter Park Dr) and the black line is the daily average river flows (cfs) measured 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

Oyster spat settlement evaluation for the 27-day period ending August 24 showed another month of below average oyster spat settlement in both forks of the river. In the Northwest Fork, average spat density was 498 spat/m² with nearly all, or 94%, of the activity occurring at the downstream site. This is well below the 1,157 spat/m² seen during the previous period and is well below the period average of 10,000+ spat/m² seen during the same period last year and 2020.

Oyster spat settlement in the Southwest Fork was 205 spat/m² with a little more than half, or 62%, of the settlement occurring at the upstream site. This was a decline of 73% from the previous period and is about 94% below both the period average of 5,969 spat/m² and the 3,322 spat/m² seen during the same period last year (2022).

It is unknown why there appears to be a reduced settlement rate this year. Historical comparisons show a weak correlation between rainfall and flow with oyster spawning activity, and temperature has historically shown better correlation. But the region has experienced elevated temperatures in recent months, so multiple factors are likely driving these observations.

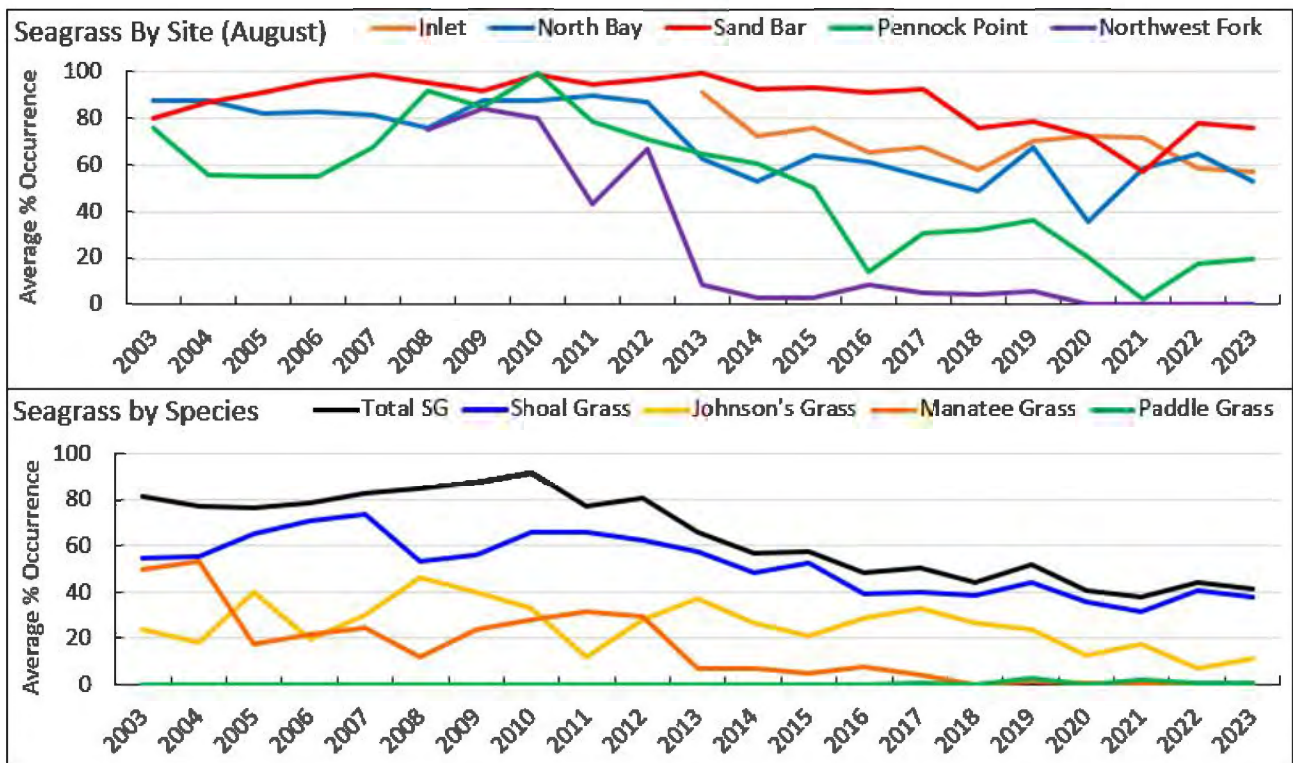


TOP: Mean oyster spat settlement for the Northwest Fork (gray bars) and the Southwest Fork (black bars) since 2016. Dashed lines show oyster spat settlement the current year in the NWF (red) and SWF (blue). Note logarithmic scale of vertical axis. BOTTOM: Bar graph showing mean oyster spat density for the indicated period in both the Northwest and Southwest Forks of the river since 2016. This graph offers an historical perspective of oyster spat settlement activity in each of the river forks in August. Red and blue dashed lines show period mean oyster settlement density for the Northwest Fork and Southwest Fork respectively.

Seagrass Monitoring

The bi-monthly seagrass monitoring for August has been completed and the results remain comparatively steady for the month as we continue the 20th year of uninterrupted monitoring of this critical ecosystem component. In short, the news remains cautiously optimistic as seagrass throughout the estuary appears to have stopped the steady decline that we measured since 2012.

Seagrass occurrence remained relatively unchanged since August 2022, with subtle decreases at all but the Pennock Point site that showed a second consecutive increase since near absence in August 2021 and ending what had been a long decline at this site. Likewise, the Sandbar site remained stable since dipping to the lowest levels in 2021. The Inlet and North Bay sites showed very slight declines compared to August 2022. The Northwest Fork site continues to show an absence of seagrass, however, a small bed Johnson's seagrass was spotted within the site covering an area of about 1 meter. This was the most seagrass spotted at this site in several years and is the second spotting of seagrass this season, offering some promise that seagrass may return to this region of the river where it was once quite abundant.



Figures above show average percent occurrence of seagrass by site (TOP) and by species (BOTTOM) during August of each year beginning in 2003. The North Bay, Sand Bar, and Pennock Point sites include data back to 2003 when monitoring commenced. Northwest Fork (purple) and Inlet (orange) were added to the monitoring program later as indicated.

Wastewater Surveillance of COVID-19

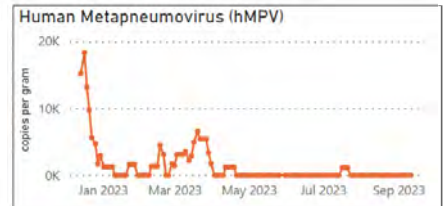
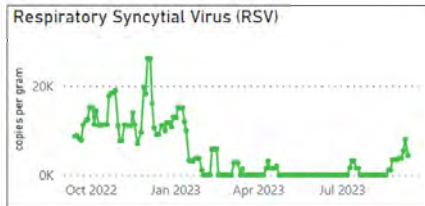
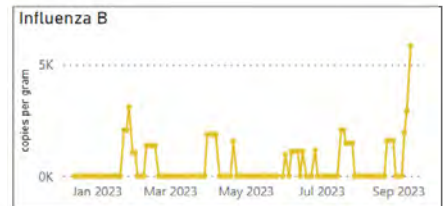
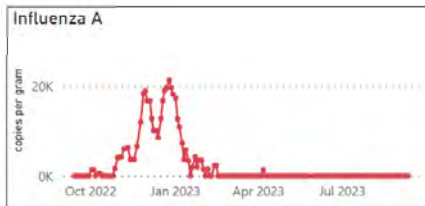
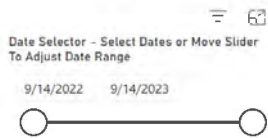
In August, the wastewater surveillance monitoring for the Biobot/CDC and WastewaterSCAN programs indicated increased concentrations of SARS-CoV-2/COVID, presence of RSV, and, recently, an increase in Influenza B.

At our meeting we will present some interesting new developments with our wastewater surveillance program partners.

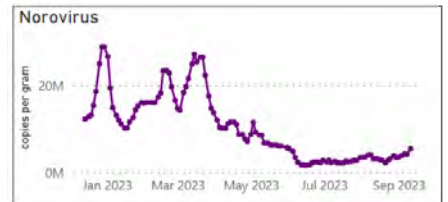
Loxahatchee River District's Wastewater Surveillance Program, Jupiter, Florida

Conducted in partnership with WastewaterSCAN -

a program of Stanford University, Emory University and Verily, the life sciences subsidiary of Alphabet, Inc. (formerly Google)
Sewer Service Area largely overlaps with zip codes 33458, 33477, 33469



The data in these charts have been smoothed, where measurements from nearby dates have been combined to reduce day-to-day variability and increase accuracy. Specifically, Verily takes the 5 samples centered around a date and report the average after excluding the highest and lowest values. This processing minimizes the influence of outlier measurements and makes it easier to visualize trends in the data. For more information and visualizations, please visit the [WastewaterSCAN data page](#).



Customer Service

Payment Processing

3rd Quarter Bills were due August 16 and Staff were busy processing over 19,600 payments totalling over \$2.8M. 9,748 of these payments came from AutoPay customers. As we transition to our new payment services provider each of these customers will need to take action to setup their AutoPay with the new provider. We have planned a series of communications to help transition as many of these customers as possible. In the meantime, we have been encouraging our customers to hold off on setting up autopay with our current provider and exploring their online bill pay solution through their bank. Online bill pay provides the customer complete control over the transaction with their bank and is the most cost-effective payment option for the District.

Customer Information & Billing System

We continue to make slow, but steady, progress with the implementation of our new customer information and billing system. The implementation team continues to work through several programming issues. We are now targeting a “go live” in November, following our 4th Quarter Billing due date.

Information Technology (IT)

Wi-Fi Improvements

During the month of August, we made additional improvements to the security of both the network and devices owned by the District. One of the improvements was the implementation of a new corporate Wi-Fi network with improved security and logging capabilities to ensure only authorized devices can connect to our Wi-Fi networks.

In typical Wi-Fi implementations, a pre-shared key (PSK) is used to authorize devices on the network. However, as the name implies a PSK can be shared between many devices and users making security challenging/impossible to manage. The District has now moved away from PSK in favour of identifying both the District *user* and *device* which cannot be shared or delegated. By adopting this approach, we can manage Wi-Fi connections based on identity of both the user and the device and significantly improve our network security position.

Prior to our meeting we can work with each of you to get your devices connected to our new wireless network.

Loxahatchee River Environmental Center

September 2023

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%
2019 Baseline	1,969	98	90%	432			97%	128%
2021 Baseline	952	73	83%	248	4.7	7.8	92%	85%
2022 Baseline	1,319	101	120%	240	4.6	7.9	91%	94%
2022								
Aug	1,123	118	136%	220	3.9	8.0	91%	129%
Sept	834	89	160%	134	4.4	7.8	89%	120%
Oct	1,105	47	100%	258	4.8	7.4	55%	80%
Nov	681	59	104%	139	4.4	8.0	67%	97%
Dec	1,159	163	109%	127	4.6	7.9	96%	109%
Jan	1,112	162	70%	152	4.6	7.9	84%	126%
2023								
Feb	1,204	64	73%	164	4.7	7.8	84%	140%
Mar	1,601	271	91%	212	4.4	8.1	73%	132%
Apr	1,382	108	83%	143	4.7	7.5	79%	126%
May	1,016	68	83%	218	4.6	7.8	88%	155%
June	2,600	106	103%	669	4.7	7.8	87%	120%
July	2,046	89	92%	1104	4.8	7.6	79%	133%
Aug	1,215	69	130%	360	4.6	7.6	76%	109%
Consecutive Months at Green	1	13	3	6	12	13	0	10
Metric Owner	O'Neill	O'Neill	Duggan/Warwick	O'Neill	O'Neill	O'Neill	O'Neill	O'Neill

Metric	Explanation
Expenses	Expenses have been lower than expected in fuel, professional services and maintenance and repairs.

River Center General

Maintenance Week [August 21 – 25]

The River Center was closed for a week in August to do maintenance on our floors and aquariums. During that week, the wood floors in the lobby, classroom, hallway, kitchen, and other rooms were lightly sanded and refinished. We also had the acrylic sanded and buffed on the dock piling and Wild and Scenic aquaria to remove scratches. Aquamoon, our new aquarium contractor was at the River Center to get familiar with all of our systems.

Special Programs



Seine and Dip Exploration at Blowing Rocks Preserve [Saturday, August 5th]

It was another hot day, but our participants were cool as cucumbers in the water at Blowing Rocks. We found Burrfish, lobsters, rock boring urchins, variegated sea urchins, West Indian sea eggs, giant hermit crab, sponges, milk conchs, fighting conchs, blue crabs, long-spine sea urchins, and checkered puffers. It was an exciting day for our interns and participants.

Tots on Trails at North Jupiter Flatwoods [Wednesday, August 16th]

This program is aimed at ages 2-6 and takes place at a different off-site natural area each time. We hiked at the North Jupiter Flatwoods this month, exploring our theme of the five senses! We saw an alligator enjoying a breakfast of fresh fish, two gopher tortoises, and lots of dragonflies as we moved through the different flatwood, marsh, and swamp ecosystems. We collected items to add to our sound sticks crafts and completed a senses scavenger hunt, while also stopping at the sensory stations and swings provided by the Els Center. Next month, we will be hiking around Frenchman's Forest.



Blooming in the Garden [Saturday, August 19th]



The Blooming in the Garden program is designed for children ages 3-6. The theme for this month was Flutter By, Butterflies! We started off by observing four butterflies that recently emerged from their chrysalises. The children loved getting to see the butterflies up close, touching the empty chrysalises, and then watching the butterflies leave their netted enclosure and fly free! We then read a story about a very impatient caterpillar and learned a big word – metamorphosis! We explored the garden, identified many host and nectar plants, and spotted lots of butterflies, especially zebra longwings. Inside the classroom, we created a diorama of the butterfly life cycle and watercolor butterflies. We finished up by planting seeds for the children to start their own butterfly garden at home!

Volunteer of the Month



Madison Jaffe is our August 2023 Volunteer of the Month! Madison has been at The River Center as a camper and now a fabulous volunteer and Summer Camp Counselor. She also helps with special events even after working at all day. Madison loves helping and will do whatever she can to help make events and the center run smoothly! Madison loves to be outside and helping with animal care. She goes above and beyond to help guests feel welcome and helps them learn more while at the Touch Tank. Madison is a wonderful addition to our volunteer team, and we are grateful to have her!

UPCOMING EVENTS

RSVP at www.lrdrivercenter.org/events-calendar
rivercenter@lrecd.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.

September 23, 8:00 a.m. – 12:00 p.m.: National Public Lands Day [Jupiter Inlet Lighthouse Outstanding Natural Area]: The River Center will join the Bureau of Land Management and other partners at the ONA for a day to celebrate our National Public Lands and to help maintain and restore them. There will be booths with information, educational programs, and volunteer projects to join in. The River Center will be leading nature walks and trail maintenance projects that day.

September 30, 1:00 p.m. – 2:30 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 – 2:30 PM. For questions or application information please contact our Volunteer Coordinator Rebecca Patterson at 561-339-3107 or Volunteer@Lrecd.org

October 6: 12:00 – 1:00 p.m.: Lecture: To be determined. We are currently looking for guest presenters.

October 7: 10:00 – 11:30 a.m.: Blooming in the Garden [Batty for Bats!]: Join the River Center for our Blooming in the Garden program, designed for children ages 3-6. The program will start at 10:00am at the River Center Chiki Hut with a story time and a garden themed craft. We will then move to our garden for a garden themed hands-on activity. When it is time to go home, children will receive seeds to take home to start their own garden! This is an exciting opportunity for little ones and their families to enjoy nature together!

October 7: 3:00 – 4:00 p.m.: Science with Sam [Spooky Experiments]: On select Saturdays from 1:00 pm – 2:00 pm, join our Scientist Sam for different science activities for children 6-12. Activities will include garden exploration and hands-on opportunities with wildlife. Each month has a different theme!

October 13: 6 – 9 p.m.: Halloween Campfire [Bones and Skeletons]: You're invited to discover bones, scales, skins, exoskeletons and more at our Halloween Campfire! Costumes are encouraged and welcome! Activities include Games, Crafts, Scientific Equipment, Campfire, S'mores, Trick or Treating, Creepy Crawlies, Family Fun, and Hayrides.

October 14: 1:00 – 2:30 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 – 2:30 PM. For questions or application information

please contact our Volunteer Coordinator Rebecca Patterson at 561-339-3107 or Volunteer@Lrecd.org

October 17: 4:00 – 5:00 p.m.: Science with Sam [Creepy Crawlies]: On select Wednesdays from 4:00 pm – 5:00 pm, join our Scientist Sam for different science activities for children 6-12. Activities will include garden exploration and hands-on opportunities with wildlife. Each month has a different theme!

October 18, 10 a.m. – 11 a.m.: Tots on Trails [Jupiter Inlet Lighthouse Outstanding 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. Together, we'll walk the trail, observe plants and animals with our magnifying glasses & binoculars, and learn about the nature surrounding us. Additional activities may include scavenger hunts, trail games, and nature art. 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). All equipment is provided, and this program is free of charge. Donations are always welcome.

October 21: 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. There is no cost for this class, however there is a deposit 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.

October 26: 10:00 a.m. – 12:00 p.m.: Nature Hike [Frenchman's Forest]: Come explore with us! Tie up your hiking boots and join the River Center for our nature walk through Frenchman's Forest. 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. Please RSVP to attend. Space is limited.



D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

To: D. Albrey Arrington, Ph.D., Executive Director
From: Ed Horchar Safety Officer
Date: September 13, 2023
Subject: District Safety Report for August 2023

Safety Metrics: August 2023

OSHA recordable injuries: Zero

Lost time injuries: Zero

Actual TRIR: 0.0 [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:

The LRD has now experienced zero OSHA Recordable Injuries for **twenty-one** consecutive months. The District has sustained a rolling twelve month Total Recordable Incident Rate (TRIR) of **0.0** for sixteen months. This is below the District goal of 1.5. The District continues to experience a performance best period (recent history) for consecutive months with no recordable injuries.

The District experienced zero Motor Vehicle Accident's (MVA) in August. With one MVA in the last 12-month period, the MVA incident rate is at 1.1. Below the LRD MVA goal of 2.2.

Sustainment:

Job Hazard Assessment (JHA) activity levels in August was at a total of 1245. A level consistent with the previous six months. The River Center has initiated the use of JHA's and will begin tracking progress in September. The following is a comparison of August JHA's performed per employee in each participating department:

Reuse:	37 JHA / employee	Construction:	6 JHA / employee
Operations:	42 JHA / employee	Inspection:	31 JHA / employee
Collections:	29 JHA / employee	Wild Pine Lab	2 JHA / employee
Maintenance:	23 JHA / employee	River Center	0 JHA/employee

Dr. Matthew Rostock
CHAIRMAN

Kevin L. Baker
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

Stephen B. Rockoff
BOARD MEMBER

Clinton R. Yerkes
BOARD MEMBER

JHA and EAM:

In August approximately 96% of all Work Orders included a JHA. This represents nine (9) months in a row in which the District expectation of 95% was exceeded. The following is a District comparison for the percentage of August EAM Work Orders created for which an electronic JHA was completed:

Reuse:	100 %	Construction:	100 %
Operations:	98 %	Inspection:	86 %
Collections:	97 %	Wild Pine Lab	0 Electronic JHA's
Maintenance:	100 %	River Center	0 Electronic JHA's

Near Miss Reporting:

There were 15 Near Miss reports initiated in August. Two consecutive months with above average reporting. Employees from Finance and Accounting, Executive Office, Collections and Distribution, Plant Operations, Plant Maintenance and Construction submitted at least one near miss report in August. The hazards include trips, slips, and falls, fire prevention, chlorine process management, industrial hygiene management, traffic management, struck-by concerns, service truck drinking water and potable water availability, building security, insect/pest management, a PPE near miss, active shooter response training recommendations, a lifting device near miss, missing machine guarding, and environmental pollution prevention. 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. Of the 15 reports generated in August 12 have work orders initiated, 2 have work orders pending corrective action determination, and 1 resulted in no work order required. The work orders are tracked until closed.

The EAM Team has been actively working to enhance the reporting capabilities of the near miss reports via Power BI. September's Directors Safety Report is expected to provide graphical depiction of Near Miss Reporting and Closure status for reports submitted in calendar year 2023.

As a reminder, 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. If you have not done so, keep your eyes open 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 District employees maintain an injury-free environment.

Training: The District’s new computer-based safety training (CBT) platform (“OpenSesame’) was deployed in August. Hazard Communication, Chlorine Awareness and Heat Stress CBT were deployed in August. In addition, New Employee Safety Orientation and PPE Awareness for new employees were deployed. District employees should look forward to additional emails containing OpenSesame training as Computer-Based Safety training will continue monthly.

Inspections: A total of 12 workplace inspections occurred in August. District jobs that were observed included LS 152 valve replacement, vehicle Inspections, replacing a vale box, install 4-inch cleanout, manhole concrete repair, uncovering a terminal flushing port, point repair for a missing 6-inch clean out, and evaluating near miss report issues such as traffic safety, machine guarding, environmental release at the wash pit, and service truck drinking dispenser concerns.



At left: Construction employees Tommy Cox and Wyatt Fischbach replace a valve in LS152. The space does not meet the criteria for an official “Confined Space” entry nor did it require shoring safeguards due to limited depth of the hole, but this activity is certainly performed in a cramped environment as Tommy entered the work zone to assist Wyatt on this very hot day. Both men are utilizing appropriate PPE while Wyatt is wearing the white Tyvek coveralls. A sheet of plastic is used as a barrier to prevent any inadvertent leakage from contacting the soil.

At Right: Construction employees Robbie Spires, Tommy Cox and Wyatt Fischbach are working together with Jerry Suarez-Prado, Collections Systems Forman, and Kyle Shepherd to support the valve replacement. Collections was supporting this activity by initiating lockout / tagout on the LS 152 electrical panel and closing the valve upstream of the work zone. Industrial umbrellas are being used regularly during these very hot days to prevent heat stress. Plenty of fluids were available and consumed during this task.



Congratulation to all District employees for twenty-one consecutive injury free months.

Special emphasis on heat stress prevention continues to be a priority. The Safety Officer has met with Directors, Superintendent's, and Foreman to discuss actions necessary, like job rotation, to avoid heat stress. Continued injury free work including preventing heat related injuries continuously demonstrates a dedication that District employees work smart and safely. Let's stay safe at work and at home and keep the accident-free streak going! 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

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: Administration Staff
DATE: September 15, 2023
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	\$ 22,550.00	\$ 131,320.55
Baxter & Woodman	\$ 22,347.71	\$ 277,334.75
Chen Moore	\$ 16,021.20	\$ 82,522.40
Holtz	\$ 23,626.38	\$ 520,150.37
KCI	\$ 2,737.40	\$ 110,150.72
Kimley-Horn & Associates, Inc.	—	\$ 62,847.00
Mock, Roos & Associates	\$ 310.00	\$ 109,314.00

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

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



Future Business



General:

- Renewal of Executive Director's Contract
- 2500 Jupiter Park Drive Site planning Presentation
- 5331 Center Street – Preliminary Assessment
- Partial Abandonment of Easement – 430 University Boulevard
- Board Presentation of select Six Sigma green belt projects

Future Contracts:

- County Line Road Bridge IQ Main Relocation - Award Construction Contract
- 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
- Rolling Hills Gravity Sewer System – Final Assessment

