



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

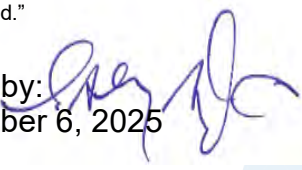
REGULAR MEETING # 10-2025

OCTOBER 16, 2025 – 7:00 PM AT DISTRICT OFFICES

ALSO, THE MEETING WILL BE AVAILABLE TO THE PUBLIC ONLINE AT:
LOXAHATCHEERIVER.ORG/PUBLICMEETING

1. Call to Order & Pledge of Allegiance
2. Administrative Matters
 - A. Roll Call
 - B. Previous Meeting Minutes Page 3
 - C. Additions and Deletions to the Agenda
3. Comments from the Public
4. Status Updates
 - A. Loxahatchee River Watershed Page 12
 - B. Loxahatchee River District Dashboard Page 13
5. Consent Agenda (see next page) Page 14
6. Regular Agenda
 - A. Consent Agenda Items Pulled for Discussion
 - B. Risk and Resilience Assessment Page 79
 - C. 25-01-00149/Center Street Corridor Lateral Lining Page 81
 - D. Cell Tower Lease Page 84
 - E. Employee Insurance Benefits Page 97
7. Reports (see next page) Pulled for Discussion
8. Future Business Page 161
9. Board Comments
10. Adjournment

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

Submitted by: 
Date: October 6, 2025

Gordon M. Boggie
CHAIRMAN

Kevin L. Baker
BOARD MEMBER

Stephen B. Rockoff
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

5. CONSENT AGENDA

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

- A. Preliminary Assessment 18030 69th Terrace N. (Resolution 2025-13) [Page 15](#)
- B. 25-006-00145/Vacuum Truck Dump Pit Improvements - to award professional engineering services contract [Page 22](#)
- C. 25-006-00145 Vacuum Truck Dump Pit Improvements - to award construction contract [Page 23](#)
- D. Central Boulevard and Jupiter Park Drive Interlocal Agreement - to approve amendment [Page 26](#)
- E. 24-003-00133 Lift Station General Services Contract - to approve FY26 funding authorization [Page 60](#)
- F. 24-006-00136 General Electrician Service Contract - to approve reauthorization of additional funds [Page 61](#)
- G. FY26 Fleet Vehicle Purchase for Unit 33 Replacement - to approve purchase [Page 62](#)
- H. Public Records, Record Retention, and Disposition Policy - to approve revisions [Page 71](#)
- I. Fixed Asset Disposal - to approve disposal [Page 76](#)
- J. Change Order to Current Contract - to approve modifications [Page 77](#)

7. REPORTS

- A. Neighborhood Sewering [Page 99](#)
- B. Legal Counsel's Report [Page 100](#)
- C. Director's Report [Page 103](#)



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D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

TO: Governing Board
FROM: D. Albrey Arrington, Ph.D., Executive Director
DATE: October 16, 2025
SUBJECT: Approval of Meeting Minutes

Attached herewith are the minutes for the Public Hearings and Regular Meeting of September 18th, 2025. As such, the following motion is presented for your consideration:

“THAT THE GOVERNING BOARD approve the minutes of the Public Hearings and Regular Meeting of September 18th, 2025 as submitted.”

Gordon M. Boggie
CHAIRMAN

Kevin L. Baker
BOARD MEMBER

Stephen B. Rockoff
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

Ref. 07-2025

**LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
PUBLIC HEARING – MINUTES
SEPTEMBER 18, 2025**

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Chairman Boggie called the Public Hearing of September 18, 2025 to order at 7:05 P.M.

2. ROLL CALL

The following Board Members were in attendance:

Mr. Boggie
Mr. Baker
Mr. Rockoff

3. TO RECEIVE PUBLIC COMMENTS PERTAINING TO THE FINAL ASSESSMENT
OF 6604N. 195th PLACE.

No comments from the public were received.

4. COMMENTS FROM THE BOARD

No comments from the Board were received.

5. ADJOURNMENT

Chairman Boggie adjourned the Public Hearing at 7:06 P.M.

BOARD CHAIRMAN

BOARD SECRETARY

RECORDING SECRETARY

**LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
PUBLIC HEARING – MINUTES
SEPTEMBER 18, 2025**

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Chairman Boggie called the Public Hearing of September 18, 2025 to order at 7:06 P.M.

2. ROLL CALL

The following Board Members were in attendance:

Mr. Boggie
Mr. Baker
Mr. Rockoff

3. TO RECEIVE PUBLIC COMMENTS PERTAINING TO THE FISCAL YEAR 2026 BUDGET

No comments from the public were received.

4. COMMENTS FROM THE BOARD

No comments from the Board were received.

5. ADJOURNMENT

Chairman Boggie adjourned the Public Hearing at 7:07 P.M.

BOARD CHAIRMAN

BOARD SECRETARY

RECORDING SECRETARY

Ref: #09-2025

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
REGULAR MEETING - MINUTES
SEPTEMBER 18, 2025

1. CALL TO ORDER

Chairman Boggie called the Regular Meeting of September 18, 2025 to order at 7:07 PM.

2. ADMINISTRATIVE MATTERS

A. ROLL CALL

The following Board Members were in attendance:

Mr. Baker
Mr. Boggie
Mr. Rockoff

Staff Members in attendance were Dr. Arrington, Mr. Dean, Mr. Howard, Mr. Pugsley, Ms. Fraraccio and Ms. Jones. The consultants in attendance were Mr. Curtis Shenkman and Mr. Hunter Shenkman with Shenkman & Shenkman, P.A.

B. PREVIOUS MEETING MINUTES

The minutes of the Public Hearing and Regular Meeting of August 21, 2025 were presented for approval and the following motion was made:

“THAT THE GOVERNING BOARD approve the minutes of the Public Hearing and Regular Meeting of August 21, 2025 as submitted.”

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

C. ADDITIONS & DELETIONS TO THE AGENDA

Dr. Arrington recommended that the Fiscal Year 2026 Budget be moved to occur immediately before the Consent Agenda (agenda item #5) because many of the consent agenda items were predicated upon the FY2026 budget.

Removed Items 5M and 6D
Move Item 5 to after 6A

3. COMMENTS FROM THE PUBLIC

No public comments were received.

4. STATUS UPDATES

A. LOXAHATCHEE WATERSHED STATUS

Mr. Howard discussed the interesting findings from the seagrass monitoring completed so far this summer.

B. LOXAHATCHEE RIVER DISTRICT DASHBOARD

Dr. Arrington reviewed the District Dashboard.

6. REGULAR AGENDA

A. FY2026 Draft Budget

"THAT THE GOVERNING BOARD approve Resolution 2025-12 adopting the Loxahatchee River Environmental Control District's annual budget for the 2026 Fiscal Year."

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

5. CONSENT AGENDA

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

"THAT THE GOVERNING BOARD approve the Consent Agenda of September 18, 2025 excluding item 5M."

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

A. Final Assessment 6604 N. 195th Place (Resolution 2025-11)

"THAT THE GOVERNING BOARD approve Resolution 2025-11 for the 6604 N 195th Place FINAL Assessment Roll and Exhibits."

B. Headworks, A-structure, and B-structure Rehabilitation - to award contract

"THAT THE DISTRICT GOVERNING BOARD award ITB 24-007-00137 to Razorback LLC in the amount of \$1,176,769.00 inclusive of Bid Alternates and a contingency of \$120,000.00."

- C. Headworks, A-structure, and B-structure Rehabilitation - to award Professional Engineering Services contract

“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute Baxter and Woodman’s work authorization for Headworks Facility, Diversion Structure A, and Diversion Structure B Rehabilitation Project – Construction Services, Dated August 6, 2025 in the amount of \$93,731.00.”

- D. Aeration Basin Cleaning - to reauthorize contract ITB 24-001-00131

“THAT THE DISTRICT GOVERNING BOARD authorize issuance of a separate PO to Hinterland Group, Inc. under ITB #24-001-00131 for the Aeration Basin No. 3 cleaning project in an amount not to exceed \$95,405 and a contingency of \$10,000.00.”

- E. Payment Services - to approve purchase order

“THE DISTRICT GOVERNING BOARD authorizes the Executive Director to approve a not-to exceed purchase order to Edmunds GovTech, Inc., for eCheck and credit/debit card transaction fees for a total authorization of up to \$135,000 for FY2026.”

- F. Printing & Mailing Services - to approve purchase order

“THE DISTRICT GOVERNING BOARD authorizes the Executive Director to approve a \$121,000 not-to-exceed purchase order to InfoSend, Inc. for printing, mailing, and postage for FY2026.”

- G. Biosolids Hauling (Merrell Bros, Inc.) - to approve annual purchase order

“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute an annual purchase order to Merrell Bros., Inc. in accordance with the contract specifications and their bid dated August 31, 2023, for the offsite hauling of dewatered biosolids for Fiscal Year 2026 in an amount Not-to-Exceed \$190,000.00.”

- H. Biosolids Processing (Solid Waste Authority) - to approve annual purchase order

“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 2026 in accordance with the Interlocal Government Agreement for Biosolids Processing in an amount Not-to-Exceed \$1,000,000.00

- I. Supply of Liquid Chlorine (Brenntag Mid-South, Inc.) - to award contract

“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. 25-008-00147 for the period of October 1, 2025 through September 30, 2026, in an amount Not-to-Exceed \$155,000.00.”

J. Purchase of Odor Control Services (Evoqua) - to approve purchase order

“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 equipment and services, in accordance with a “piggy-back” of Lee County contract RFP240129DJN for the period from October 1, 2025 through September 30, 2026, in an amount Not-to-Exceed \$335,000.00”.

K. Solids Dewatering Polymer (SNF Polydyne) - to approve annual purchase order

“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute a purchase order to Polydyne, Inc. for the supply of cationic emulsion polymer, in accordance with a “piggy-back” of City of Tarpon Springs ITB No. 240098-B-AS for the period commencing on October 1, 2025 through September 30, 2026, in an amount Not-to-Exceed \$100,000.”

L. Annual Lawn and Landscape Maintenance Services (Terracon) - to award contract

“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 August 30, 2024, for the annual landscape service for Fiscal Year 2026 in an amount Not-to-Exceed \$73,021.35, as well as a contingency amount of \$5,000.00.”

N. Fuel Procurement (Palmdale Oil Company) - to approve annual purchase order

“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to a purchase order to Palmdale Oil Company for the supply of bulk fuel, in accordance with a “piggy-back” of the City of Port St. Lucie ITB No. 20180128 in an amount Not-to-Exceed \$160,000, for the fiscal year 2026.”

O. Fixed Asset Disposal - to approve disposal

No Fixed Assets were presented for disposal.

P. Change Order to Current Contract - to approve modifications

P1. Lift Station Telemetry - Professional Engineering Services

“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute Change Order 002 to Holtz Consulting Engineers, Inc. work authorization for Lift Station Telemetry Improvements in the amount of \$27,560.00.”

P2. Lift Station 082 Conversion - Professional Engineering Services

“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute Change Order 003 to Holtz Consulting Engineers, Inc. work authorization for Lift Station 082 conversion in the amount of \$12,880.00.”

P3. Lift Station No. 039 Electrical Work - ITB 24-006-00136 General Electrician Services

“THAT THE DISTRICT GOVERNING BOARD authorize Lift Station 039 Electrical Work under Hinterland Group, Inc.’s contract ITB #24-001-00136 in an amount not to exceed \$54,208.74 and a contingency of \$6,000.00.”

6. REGULAR AGENDA

B. CONSENT AGENDA ITEMS PULLED FOR DISCUSSION

C. 2500 Jupiter Park Drive Site Improvements - Phase 1: Professional Services Agreement

“THAT THE DISTRICT GOVERNING BOARD approve and authorize the Executive Director to execute the Contract for Professional Architectural Services, Fee Proposal and Scope of Services with Carty Architecture, LLC for RFQ 25-002-00141 – 2500 Jupiter Park Drive Site Improvements – Phase 1 in the amount of \$3,166,996.19 and \$20,000 for reimbursables .”

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

E. Liability and Workers Compensation Insurance Renewal

“That the District Governing Board authorize the Executive Director to accept and purchase FIA’s renewal quote for Property, General Liability, Automobile Liability, and Physical Damage, and Workers’ Compensation for the policy period October 1, 2025 through September 30, 2026

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

7. REPORTS

- A. NEIGHBORHOOD SEWERING
- B. LEGAL COUNSEL'S REPORT
- C. DIRECTOR'S REPORT

8. FUTURE BUSINESS

Future Business stood as written.

9. COMMENTS FROM THE BOARD

No Board comments from the Board

10. ADJOURNMENT

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

“That the regular meeting of September 18, 2025 adjourns at 7:43 PM.”

BOARD CHAIRMAN

BOARD SECRETARY

RECORDING SECRETARY



WATERSHED STATUS REPORT

LOXAHATCHEE RIVER DISTRICT'S EXECUTIVE DASHBOARD



		Stewardship	Pre-Treatment	Collection & Transmission		Wastewater Treatment			Reclaimed Water	EHS	General Business					River Health		
		# People educated at RC	Grease Interceptor Inspections	Customer Service	Unauthorized Discharge of Sewage	Mean Daily Incoming Flow	Permit exceedance	NANO Blend to Reuse (@ 511)	Delivery of Reclaimed Water	Employee Safety	Cash Available	Revenue (excluding assessment & capital contrib.)	Operating Expenses	Capital Projects		Minimum Flow Compliance	Salinity @ NB seagrass beds	River Water Quality
		Units	% of Target	% requiring pump out	# blockages with damage in home	Gallons; # impacting surface waters	million gallons/day	# occurrences	Max Specific Conductance (umhos/cm)	# days demand not met	# of OSHA recordable injuries	\$	% of Budget	% of Budget	% within budget	average # days behind schedule	# Days MFL Violation	Min ‰
Green Level		≥ 90%	≤ 15	Zero	<704; 0	< 7.7	Zero	<1542	<2	Zero	≥ \$15,609,500	≥ 95%	≥ 85% but ≤ 105%	≥80%	≤ 30	0	min ≥ 20 ‰	≤ 1 site > 200
Yellow		< 90%	≤ 25	1	≤1,500; 0	< 8.8	1	≤1875	≥ 2	-	< \$15,609,500	≥ 90%	≥ 80%	≥60%	≤ 60	1	min ≥ 10 ‰	≤ 3 sites >200
Red		<75%	> 25	≥ 2	>1,500; ≥1	≥ 8.8	≥ 2	>1875	≥ 9	≥ 1	< \$10,406,330	< 90%	< 80% or > 105%	< 60%	> 60	≥ 2	min < 10 ‰	≥ 4 sites > 200
2022 Baseline		1,319	12	0.1	395	6.8	0	1,268	3	0	\$ 44,372,235	101%	91%	83%	51	1	22.6	3
2023 Baseline		1,451	13	0.0	1,124	7.0	0	1,296	6	0	\$ 44,656,875	106%	94%	90%	39	2	23	4
2024 Baseline		1,433	14	0.3	863	6.9	0	1,136	4	2	\$ 41,441,586	100%	95%	72%	52	5	22	2
2024	Sept	970	14	0	70; 0	7.0	0	1,082	5	0	\$ 41,233,651	102%	90%	70%	59	0	16.2	6
	Oct	1,250	12	3	69; 0	7.5	0	1,159	4	0	\$ 40,298,745	89%	96%	see Kris' new Project Report		0	4.5	1
	Nov	1,007	14	0	81; 0	6.9	0	1,089	0	0	\$ 41,266,064	92%	110%		26	0	14.5	1
	Dec	841	18	0	60; 0	6.9	0	1,130	1	0	\$ 41,363,495	96%	101%		23	0	31.5	0
2025	Jan	1,363	14	0	57; 0	7.1	0	1,127	0	0	\$ 41,057,266	99%	99%	85%	30	6	30.7	1
	Feb	1,208	14	0	51; 0	7.1	0	1,162	0	0	\$ 42,294,246	98%	95%	88%	26	9	32.3	2
	Mar	1,608	11	0	283; 1	7.1	0	1,159	1	0	\$ 41,731,365	100%	93%	76%	23	22	33.7	0
	Apr	1,375	12	0	43; 0	6.9	0	1,138	3	0	\$ 42,085,576	98%	92%	66%	23	10	29.0	0
	May	1,193	12	0	0; 0	6.5	0	1,142	0*	0	\$ 42,563,898	97%	95%	68%	22	22	31.4	7
	June	2,205	14	0	277; 1	6.3	0	1,283	0*	0	\$ 40,602,108	98%	95%	67%	28	11	33.2	3
	July	2,400	15	0	602; 0	6.3	0	1,193	0*	0	\$ 40,185,835	98%	94%	60%	33	18	31.8	4
	Aug	1,381	15	0	54; 0	6.3	0	1,208	0*	0	\$ 40,840,194	97%	93%	60%	34	0	30.0	4
	Sept	705	12	0	0; 0	6.5	0	1,221	0*	1	\$ 38,013,832	97%	93%	88%	31	0	16.8	7
Consecutive Months at Green		0	9	11	3	196	53	179	5	0	192	10	10	1	0	2	0	0
Metric Owner		O'Neill	Pugsley	Dean	Dean	Pugsley	Pugsley	Pugsley	Dean	Alvarez	Fraraccio	Fraraccio	Fraraccio	Dean	Dean	Howard	Howard	Howard

Metric	Explanation
Environmental Education	We had ~250 fewer people participate in programs in Sept. 2025 than Sept. 2024. We cancelled some underperforming programs and used the freed up staff time to work on in-house maintenance projects that needed attention.
Employee Safety	An employee was injured when he fell after stepping into a hole in a private yard adjacent to a low-pressure station as he was working on a repair on the low-pressure sewer system. The accident was deemed an OSHA recordable injury due to days away from work as the employee is awaiting testing. See Albrey for more information.
Capital Projects (time)	Average days variance (i.e., delay) has improved to 31 days (it was 34 days last month). We continue to work through ongoing delays on various projects. Please see Kris' Capital Program Report for a comprehensive discussion of each of our capital projects.
Salinity	We received over 6-inches of rain at the plant site in September, and flows over Lainhart peaked at 268 cfs on 9/28. Also, on 9/28 there was 247 cfs of freshwater flow through S-46, the flood control structure on C-18. These flows were sufficient to decrease salinity below ideal conditions for seagrasses.
Fecal Coliform Bacteria	High fecal coliform bacteria (>200 cfu/100 ml) were observed at Stations 62 (Island Way Bridge), 65 (Kitchen Creek), 67 (Trapper Nelson's), 69 (Northwest Fork at Indiantown Rd), 72 (Loxahatchee River Rd bridge), 95 (Jupiter Farms), and 100 (Cypress Creek mouth). The high bacteria values appear to be driven by meaningful rainfall that occurred prior to sampling, and these stations precisely match the seven stations with high bacteria counts in May. 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: October 10, 2025
SUBJECT: Consent Agenda

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

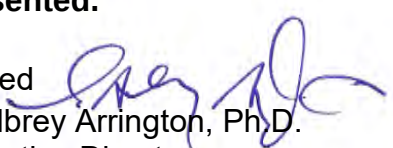
This month's consent agenda consists of the following items:

- A. Preliminary Assessment 18030 69th Terrace N. (Resolution 2025-13)
- B. 25-006-00145/Vacuum Truck Dump Pit Improvements - to award professional engineering services contract
- C. 25-006-00145 Vacuum Truck Dump Pit Improvements - to award construction contract
- D. Central Boulevard and Jupiter Park Drive Interlocal Agreement - to approve amendment
- E. 24-003-00133 Lift Station General Services Contract - to approve FY26 funding authorization
- F. 24-006-00136 General Electrician Service Contract - to approve reauthorization of additional funds
- G. FY26 Fleet Vehicle Purchase for Unit 33 Replacement - to approve purchase
- H. Public Records, Record Retention, and Disposition Policy - to approve revisions
- I. Fixed Asset Disposal - to approve disposal
- J. Change Order to Current Contract - to approve modifications

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

The following Motion is provided for Board consideration:

“THAT THE GOVERNING BOARD approve the Consent Agenda of October 16, 2025 as presented.”

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

Gordon M. Boggie
CHAIRMAN

Kevin L. Baker
BOARD MEMBER

Stephen B. Rockoff
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

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

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PARALEGALS
BONNIE HARRIS
DENISE B. PAOLUCCI
CAROLINA INMAN

Sent by email October 8, 2025

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

Re: Resolution 2025-13 and Preliminary Assessment Roll for 18030 69th Terrace North

Dear Dr. Arrington:

Please attach to this letter is Resolution 2025-13, 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 and "Governing Board" meeting to confirm the "final" assessment roll is proposed for November 20, 2025. Preparation is necessary of the Notice to be published and mailed out by **Friday, November 7, 2025**.

A **SUGGESTED MOTION** for the Board at the October 16, 2025, meeting is as follows:

"THAT THE GOVERNING BOARD approve Resolution 2025-13 adopting the 18030 69th Terrace North Preliminary Assessment Roll."

Sincerely,

Curtis L. Shenkman

Curtis L. Shenkman

LRECD RESOLUTION NO. 2025-13

A RESOLUTION OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT RELATING TO THE **18030 69TH TERRACE N** ASSESSMENT AREA IMPROVEMENTS; ADOPTING THE PRELIMINARY ASSESSMENT ROLL FOR **18030 69TH TERRACE N** 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. **2025-09** 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 **18030 69TH TERRACE N** Assessment Area in **PALM BEACH COUNTY** 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 **18030 69TH TERRACE N** Assessment Area.

WHEREAS, the District’s previous Resolution **2025-09** 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 2025-13
OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

Section 2. The District Clerk is directed to publish a Notice stating that the District's Governing Board shall act as the **Board of Adjustment** at a hearing to be held on the **20th day of November, 2025 (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. **2025-09 and 2025-13** of the District shall be a part of the record to be considered by the Governing Board at the aforescribed hearing when the Governing Board sits as the Board of Adjustment.

Section 7. The District Clerk is directed to publish a Notice stating that at the meeting of the Governing Board to be held on **November 20, 2025 (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 2025-13
OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

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

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

PASSED AND ADOPTED BY THE GOVERNING BOARD OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, THIS **16th day of October, 2025.**

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

VOTE

GORDON M. BOGGIE

KEVIN L. BAKER

STEPHEN B. ROCKOFF

DR. MATT H. ROSTOCK

EXHIBIT "A"
PRELIMINARY ASSESSMENT ROLL
LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
18030 69TH TERRACE N 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 **18030 69TH TERRACE N** Assessment Area shall be **\$ 12,042.77** per parcel of property in the **18030 69TH TERRACE N** 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 **18030 69TH TERRACE N** Assessment Area Property in EXHIBIT "B", the **\$ 10,838.49** assessment may be paid, interest free, at the office of the District on or before May 1, 2027.

Owners who do not pay the \$ 10,838.49 assessment on or before May 1, 2027 shall have the \$ 10,838.49 principal added to the tax roll as a non-ad valorem assessment to accrue interest, beginning October 1, 2026, at eight percent (8%) per annum, to be collected in twenty (20) equal annual installments of \$ 1,103.92, commencing with the November 1, 2027 Real Estate Tax Bill.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

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

LEGEND

NOT IN ASSESSMENT AREA

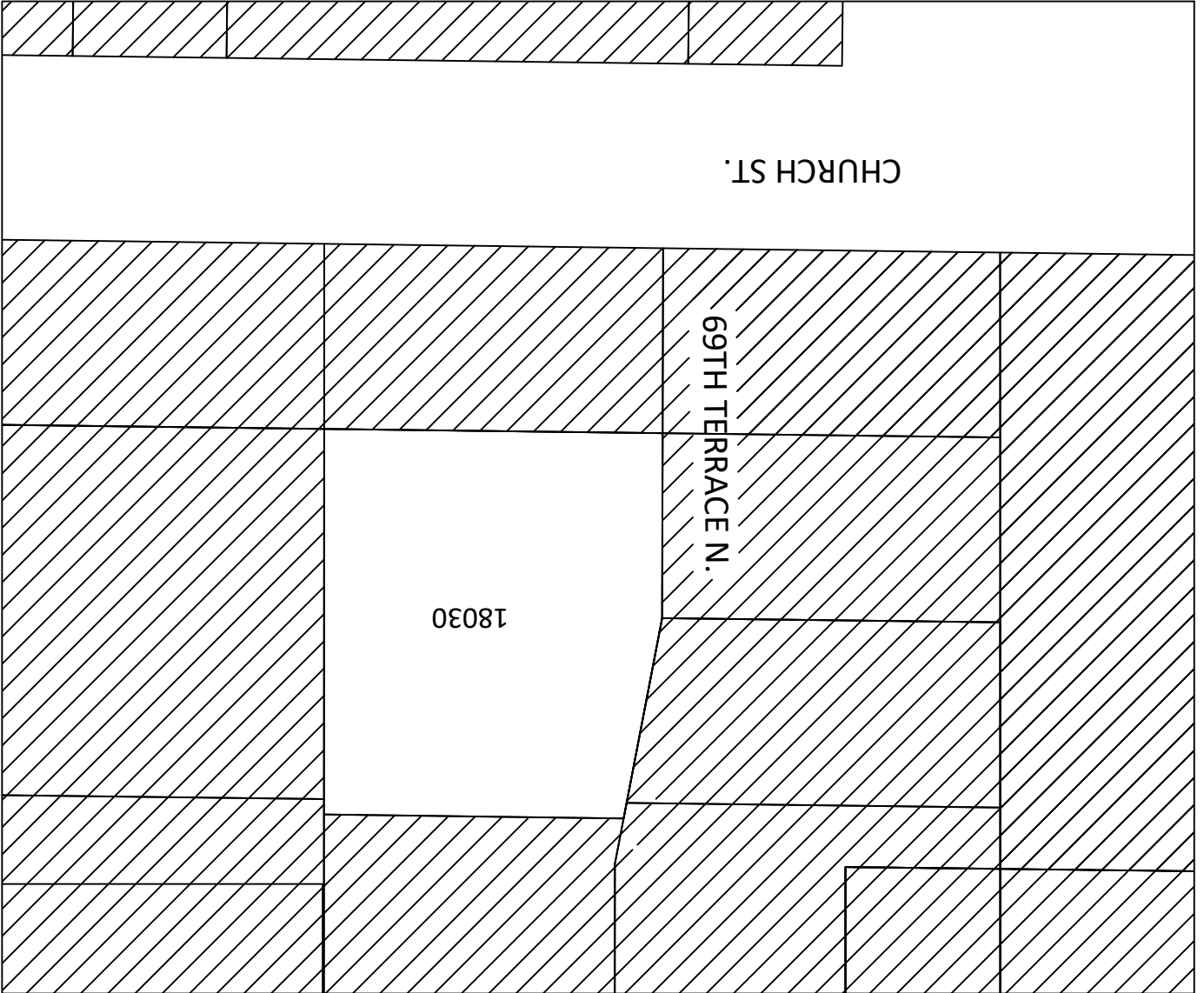


EXHIBIT "B"

18030 69TH TERRACE N.
STATUTORY WAY OF NECESSITY

N.T.S.



Pamela Blair

PO Box 112

Jupiter, FL 33468 - 0112

re: 18030 69th Terrace N, Jupiter, FL 33458

00-42-40-34-03-000-0100



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: October 16, 2025
SUBJECT: Vacuum Truck Dump Pit Improvements – Construction Services

A part of the District's collection system operations and maintenance includes use of the three District vacuum trucks for wetwell cleaning, main line cleaning, lateral line cleaning, gravity and force main blockage clearing, and hydro-excavation. A key part of vacuum truck operations is the vacuum truck dump pit where waste picked up by the vacuum truck are dumped and dewatered with the resulting solids transported to a landfill for disposal and liquids conveyed to headworks for treatment through the wastewater treatment plant.

Staff have coordinated with Baxter and Woodman to provide engineering services during construction as detailed in the attached work authorization issued under Baxter and Woodman's RFQ 20-001-PROFSERVICES – Continuing Contract. These services will be provided on the construction contract recommended for award under TAB 6C.

Staff recommend the following motion:

“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute Baxter and Woodman's work authorization for Vacuum Truck Dump Pit Improvements – Construction Services, Dated August 20, 2025 in the amount of \$53,138.00”

Gordon M. Boggie

CHAIRMAN

Kevin L. Baker

BOARD MEMBER

Stephen B. Rockoff

BOARD MEMBER

Dr. Matt H. Rostock

BOARD MEMBER

**AGREEMENT BETWEEN LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT AND
BAXTER & WOODMAN, INC.
FOR PROFESSIONAL ENGINEERING SERVICES
“VACUUM TRUCK DUMP PIT IMPROVEMENT” – CONSTRUCTION SERVICES**

DATE: August 20, 2025

BACKGROUND

This Agreement is for the performance of engineering services by Baxter & Woodman, Inc. (B&W) pursuant to the Continuing Contract for Professional Engineering Services – Wastewater-Reuse-WWTF, between Loxahatchee River District (DISTRICT) and B&W dated October 16, 2020. The DISTRICT has the right to stop work at any time being only responsible for costs incurred up to that time.

The construction administration and inspection services during construction of the Vacuum Truck Dump Pit Improvement Project shall include the following tasks:

SCOPE OF SERVICES

TASK 1 – CONSTRUCTION ADMINISTRATION SERVICES

Subtask 1.1 Preconstruction Conference

B&W shall administer a Preconstruction Conference with representatives of the DISTRICT, Contractor, and major subcontractors for the construction contract. B&W shall prepare the agenda and issue minutes from the Preconstruction Conference.

Subtask 1.2 Submittal Review

B&W shall review and process shop drawings, bypass plans, schedules, vendor certifications and any other data which the Contractor is required to submit according to the Design Drawings or Contract Documents. The review will be for general conformance with the design intent and compliance with the construction contract documents. Review of up to ten (10) submittals (which includes submittals and re-submittals, if required) is included in the budget for this subtask. B&W will also coordinate with the DISTRICT for approval of Operations Specific Shop Drawings and submit the approved shop drawings/submittals to the DISTRICT for their records.

Subtask 1.3 Pay Application Review

Review monthly payment applications from the Contractor submitted in a format acceptable to the DISTRICT. B&W shall verify the quantities as represented on the pay application and make a recommendation to the DISTRICT to proceed with the payment as requested, or as modified based on B&W review. A five (5) month construction period is assumed in budgeting this task.

Subtask 1.4 Construction Schedule Review

Monitor the Contractor's updated construction schedule monthly and report to the DISTRICT, conditions which may cause delay in completion. If significant delays or schedule slippage is noted, B&W will notify the Contractor to provide a detailed Schedule Recovery Plan with a Revised Baseline Construction Schedule.

Subtask 1.5 Construction Clarifications/Daily Communication

Respond in writing to Contractor's Request for Information (RFI) regarding design documents during the five (5) month construction period. B&W shall issue interpretations and clarifications of the Contract Documents, along with associated support materials, as requested by the Contractor. Those interpretations will be rendered, and a response prepared and submitted to the Contractor within three to five working days. This subtask also includes the necessary day to day verbal and written communication with Contractor and DISTRICT for coordination of the construction activities during the approximate five (5) month construction timeframe.

Subtask 1.6 Construction Changes/Contractor Claims

B&W shall prepare and negotiate DISTRICT Initiated or DISTRICT approved Change Orders (CO) and Field Change Directives (FCD) during the five (5) month construction period. For the purpose of this task order, it is assumed that up to three (3) CO's and five (5) FCD's will be prepared during the five (5) month construction period. B&W will also review and respond to all Contractor Delay Claims or Requests for Additional Compensation within the established Construction Contract Period and respond back in writing, per the Contract Documents.

Subtask 1.7 Monthly Progress Meetings

B&W shall conduct monthly construction progress meetings to be held at the DISTRICT offices. B&W shall prepare the meeting agenda and provide a written minute's summary of the issues discussed.

Subtask 1.8 As-Built Record Drawings

B&W shall review monthly progressive As-built Record Drawings from the Contractor and provide comments back to achieve the Final Set of As-built Record Drawings upon Final Completion.

Subtask 1.9 Certification of Construction Completion

B&W shall certify to the DISTRICT, Palm Beach County Health Department, Building Department, and any other agencies associated with the project based on the visible project features, B&W's inspections, and review of the testing reports, that the project was constructed in accordance with the plans and specifications submitted in the permit applications.

Subtask 1.10 Substantial and Final Inspections

B&W shall conduct a substantial and final inspection with the DISTRICT and Contractor to determine if the project has been completed in accordance with the contract documents and if the Contractor has fulfilled their obligations thereunder. A punch-list will be prepared following Substantial Completion, listing all items needed to be completed by the Contractor to meet Final Completion of the project. B&W shall issue in writing the final acceptance of the work to the DISTRICT. The DISTRICT may then at DISTRICT's option proceed to make final payment to the Contractor.

TASK 2 – RESIDENT PROJECT REPRESENTATIVE SERVICES

The Construction Observation phase services to be provided by B&W include the following:

Provide a Part-time Construction Project Representative (10 hours/week) during the actual construction of the work estimated to be five (5) months (for a total of 109 Working Days or 220 hours) for the construction contract. During the actual construction work B&W will provide part-time observations Monday through Friday. Activities performed under this task consist of furnishing a Construction Observer during the construction of the project, to observe the quality of the work by the Contractor, who will:

1. Serve as B&W's liaison with the Contractor, working principally through the Contractor's Superintendent and assisting him in understanding the intent of the contract documents.
2. Conduct on-site observations of the work in progress to assist in determining if the work is proceeding in accordance with the contract documents and that completed work conforms to the contract documents. Report, in writing, whenever B&W believes that the work is unsatisfactory, faulty or defective, or does not conform to the contract documents, or does not meet the requirements of inspections, tests or approval required to be made or has been damaged prior to final payment.
3. Accompany visiting inspectors representing public or regulatory agencies having jurisdiction over the project. Record, in writing, the outcome of these inspections and report it to the DISTRICT.
4. Consider and evaluate the Contractor's suggestions for modifications in drawings or specifications and report them to the B&W Engineer of Record and the DISTRICT, in writing. B&W shall make recommendations for action by the DISTRICT.
5. Coordinate with DISTRICT Staff for any temporary bypass procedures.

LIMITATIONS OF AUTHORITY

Part-time Field Observation provides that the Construction Observer will make intermittent site visits to observe the progress and quality of Contractor's executed Work. Part-Time field observation does not guarantee B&W will observe or comment on work completed by the Contractor at times the Construction Observer is not present on site. Such visits and observations by the Construction Observer, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to B&W in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on B&W's exercise of professional judgment as assisted by the Construction Observer, if any.

Except upon written instructions of B&W, the Construction Observer:

1. Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
2. Shall not exceed limitations on B&W's authority as set forth in the Contract Documents.

3. Shall not undertake any of the responsibilities of Contractor, Subcontractors or Construction Manager, or expedite the Work.
4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
5. Shall not advise on or issue directions as to safety precautions and programs in connection with the Work.
6. Shall not participate in specialized field or laboratory tests.

ASSUMPTIONS

The work described herein is based upon the assumptions listed below. If conditions differ from those assumed in a manner that will affect the schedule or Scope of Work, B&W shall advise the DISTRICT in writing of the magnitude of the required adjustments. Changes in the completion schedule or compensation to B&W will be negotiated with the DISTRICT. Services to be provided by the DISTRICT and other related key assumptions include:

1. B&W assumes that no design or survey work will be required during construction.
2. Contractor shall be responsible for obtaining all necessary Permits during construction.
3. B&W assumes construction contract duration of 180 Days (approximately six months), with actual construction activities at the site for 5 months.
4. Contractor shall be responsible for preparing Record Drawings for B&W Review.
5. Public Outreach and/or Resident Concern Issues are not included as part of this scope.
6. Assisting the DISTRICT in the settlement of the construction contract claims after the Construction Contract Period is expired is an additional service and is not included in this scope.

SUMMARY OF PROPOSED CONSTRUCTION SERVICES FEES

Proposed labor costs and associated expenses for construction services are tabulated below and detailed in **Exhibit A**.

<u>CONSTRUCTION SERVICES</u>	<u>FEE</u>
Task 1 – Construction Administration Services (Lump Sum)	\$21,778.00
Task 2 – Resident Project Representative (Hourly)	\$30,360.00
<u>Reimbursables</u>	<u>\$1,000.00</u>
 TOTAL CONSTRUCTION SERVICES	 <u>\$53,138.00</u>

IN WITNESS WHEREOF, the parties have made and executed this agreement as of the date written below.

LOXAHATCHEE RIVER ENVIRONMENTAL
CONTROL DISTRICT

Witnesses:

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

Date
Executed: _____

BAXTER & WOODMAN, INC.

Witnesses:



8-20-2025

Date

By: 

Rebecca Travis, PE, Executive Vice President

Date
Executed: 8/20/25

EXHIBIT A

Vacuum Truck Dump Pit Improvement - Construction Services **Budget Summary for Baxter & Woodman, Inc.**

Task No.	Task Description	Labor Classification and Hourly Rates						
		Sr Engr III, IV \$185.00	Construction Manager \$145.00	Engineer III \$143.00	Engineer Tech III \$138.00	Clerical \$80.00	Total Labor	Sub- Consultant Services
1	Construction Administration Services (Lump Sum)							
1.1	Preconstruction Conference	6	2	2	2		\$1,962.00	
1.2	Submittal Review up to 10 submittals	5	8	10		1	\$3,595.00	
1.3	Pay Application Review		8		4		\$1,712.00	
1.4	Construction Schedule Review		7				\$1,015.00	
1.5	Construction Clarifications/Daily Communication	12	12				\$3,960.00	
1.6	Construction Changes/Contractor Claims	3	12	2			\$2,581.00	
1.7	Monthly Progress Meetings (5 meetings)	5	10		3		\$2,789.00	
1.8	As-Built Record Drawings	3	5		2		\$1,556.00	
1.9	Certification of Construction Completion	2	4	2		2	\$1,396.00	
1.10	Substantial and Final Inspections	2	2		4		\$1,212.00	
	Subtotal Task 1	38	70	16	15	3	\$21,778.00	\$0.00
2	Construction Observation (Hourly)							
2.1	Resident Project Representative (10 hrs/wk for 5 months)				220		\$30,360.00	
	Subtotal Task 2	0	0	0	220	0	\$30,360.00	\$0.00
	Labor Subtotal Hours	38	70	16	235	3		\$0.00
	Labor Subtotal	\$7,030	\$10,150	\$2,288	\$32,430	\$240	\$52,138.00	
	Labor Total Costs	\$52,138.00						
	Subconsultant Costs Total	\$0						
	Subconsultant Multiplier	1.1						
	Subconsultant Total	\$0						
	Allowance Reimbursables	\$0 \$1,000						
	Project Total	\$53,138.00						



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: October 16, 2025
SUBJECT: ITB 25-006-00145/Vacuum Truck Dump Pit Improvements
– Construction Contract Award

A part of the District's collection system operations and maintenance includes use of the three District vacuum trucks for wetwell cleaning, main line cleaning, lateral line cleaning, gravity and force main blockage clearing, and hydro-excavation. A key part of vacuum truck operations is the vacuum truck dump pit where waste picked up by the vacuum truck are dumped and dewatered with the resulting solids transported to a landfill for disposal and liquids conveyed to headworks for treatment through the wastewater treatment plant.

On September 30, 2025 the District received one bid for this project to provide improvements to the existing vacuum truck dump pit that extend the vacuum truck dump pit's useful life and improve operations. Bids are included in attached Bid Tab. Baxter and Woodman provided the attached bid evaluation and subsequent recommendation to award.

Staff recommend the following motion:

“THAT THE DISTRICT GOVERNING BOARD award ITB 25-06-00145 to Gonzalez and Sons Equipment Inc in the amount of \$360,108.00. and a contingency of \$36,000.00”

Gordon M. Boggie
CHAIRMAN

Kevin L. Baker
BOARD MEMBER

Stephen B. Rockoff
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

Tabulation Sheet

Agency Name Loxahatchee River District

Bid Number ITB-25-006-00145-REBID-0-2025/SA

Bid Name VACUUM TRUCK DUMP PIT IMPROVEMENTS PROJECT

Bid Due Date 09/30/2025 14:00:00 Eastern

Bid Opening Closed

1 responses found.

✓ online, offline, not submitting, not received

Company		Responded	Address	Bid Amount	Alt Bid Amount	Declared Attributes	Documents	Sent
Complete								
1	Gonzalez & Sons Equipment, Inc.	09/29/2025 10:06:35 Eastern	14450 NW 102nd Ave, Hialeah, FL, 33018	\$360108.0000	0.0000		Response Document	✓

October 16, 2025

Governing Board
Loxahatchee River Environmental Control District
2500 Jupiter Park Drive
Jupiter, FL 33458-8962

RECOMMENDATION TO AWARD

Subject: Loxahatchee River Environmental Control District – Vacuum Truck Dump Pit Improvements Project

Dear Governing Board:

The following base bid was received for the Vacuum Truck Dump Pit Improvements Project on September 30, 2025:

Bidder

Gonzalez & Sons Equipment, Inc.
Hialeah, FL 33018

Amount of Base Bid

\$360,108

The pre-bid opinion of probable cost (OPC) of the base bid for this project was \$329,000. One (1) bid was received for this Project and after completing our review of the submitted bid proposal, we have determined Gonzalez & Sons Equipment, Inc. to be the lowest responsible and responsive Bidder.

The Contractor initially submitted OSHA's Form 300A - Summary of Work-Related Injuries and Illnesses showing a Total Recordable Incident Rate (TRIR) of 3.8 which exceeds the District's maximum allowable TRIR of 2.2 per item 24 of the Instruction to Bidders - Article 1. The TRIR is a standardized safety metric defined by OSHA representing the number of recordable workplace injuries and illnesses per 200,000 hours worked. Following our review, the Contractor completed an audit and submitted a revised OSHA's Form 300A that accounted for hours worked by salaried employees. This increased the total hours worked and decreased their TRIR to 2.47. Additionally, it was also determined that the third quartile TRIR benchmark of 2.2 used in the Bid Documents was based on the 2022 NAICS 237100 (Utility Systems Construction). The updated third quartile TRIR benchmark based on the 2023 NAIC 237100 is 3.2 which the Contractor's revised TRIR of 2.47 currently meets. The Contractor therefore satisfies the District's safety qualification requirements based on their revised TRIR and the updated TRIR industry benchmark.

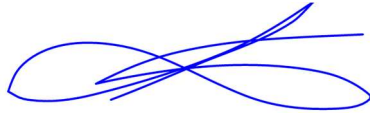
Additional areas where the Contractor initially did not meet the minimum qualification requirements specified in the bid documents were a lack of related project experience for a government entity in Florida and an absence of a Quality Control Plan. The bid documents require that the Contractor demonstrate successful completion as a Prime Contractor of at least five (5) similar projects in size and scope for a government entity in Florida within the past five (5) years. Gonzalez & Sons Equipment, Inc. provided two (2) project references in the initial bid proposal, then provided an additional three (3) project references of similar size and scope following our initial bid review. The Contractor also indicated that they do not have a written organizational-level Quality Control Plan in the initial bid proposal.

However, the Contractor clarified that Quality Control Plans are developed on a project-specific basis rather than on an organizational-level.

Based upon this evaluation and our review of the Bidder, we recommend that the Loxahatchee River Environmental Control District award the contract to Gonzalez & Sons Equipment, Inc. in the amount of \$360,108. Please advise us of your decision on our recommendation to award.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Sira J. Prinyavivatkul, PE
Water/Wastewater Department Manager

P:\LRECD\2401618-Vacuum Truck Dump Pit Improvements\00-Design\12-Bidding\LRECD 2401618.00_Recommend to Not Award Letter 2025-10-15.docx



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: October 7, 2025
SUBJECT: Interlocal Agreement Amendment – Jupiter Park Drive Improvements Project

The Town of Jupiter is proposing intersection improvements to Jupiter Park Drive and Central Boulevard that include extending the right-hand turn lane on Jupiter Park Drive leading up to Central Boulevard.

To accommodate the Town's proposed intersection improvements, the Town has proposed to replace the canal with exfiltration trench connected to portions of the canal and incoming drainage piping as well as provide a wetwell for the District to continue to use onsite pumping equipment for onsite water control.

The existing canal ownership is shared by the District and the Town, each owning up to the center line of the canal on opposing sides of the canal. As such, the District and the Town entered into an interlocal agreement allowing for the Town's proposed improvements as well as additional work at the District's request not required to accommodate the project. This work includes installation of concrete drainage structures, piping and backfill to fill in the canal for the Gate 1 entrance east to the Town's project. The interlocal agreement and supporting documentation was approved at the February 2022 Governing Board meeting and is attached for your review.

The Town has advised they are preparing to go to bid for this project and provided an updated engineer's opinion of construction cost. Current estimates for the project show an increase from \$92,576.28 to \$112,680.88 for the District requested improvements. The Town and Staff have worked on an amendment to address current costs as attached.

Staff recommend the following motion:

"THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute the Interlocal Agreement Amendment Between the Loxahatchee River Environmental Control District and the Town of Jupiter for the Joint Project Participation in the Jupiter Park Drive Improvements Project"

Gordon M. Boggie

CHAIRMAN

Kevin L. Baker

BOARD MEMBER

Stephen B. Rockoff

BOARD MEMBER

Dr. Matt H. Rostock

BOARD MEMBER

**INTERLOCAL AGREEMENT AMENDMENT BETWEEN THE
LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
AND THE TOWN OF JUPITER FOR
THE JOINT PROJECT PARTICIPATION IN THE
JUPITER PARK DRIVE IMPROVEMENTS PROJECT**

THIS AMENDMENT to the INTERLOCAL AGREEMENT, hereinafter referred to as the AMENDMENT, is made and entered into this _____ day of _____, 2025, by and between the LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, hereinafter referred to as “LRECD”, and the TOWN OF JUPITER, hereinafter referred to as the “TOWN”.

WITNESSETH:

WHEREAS the LRECD and TOWN entered into the INTERLOCAL AGREEMENT for the Joint Project Participation in the Jupiter Park Drive Improvements Project dated May 9, 2022, recorded May 27, 2022, in Official Record Book 33594, Pages 1283-1288 (herein the “Agreement”).

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

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, TOWN and LRECD do hereby agree as follows:

1. The recitals set forth above are hereby adopted and incorporated herein by this reference.

Paragraphs 3 & 4 of the Agreement are Amended and Restated as follows:

3. LRECD agrees to reimburse the TOWN for the LRECD WORK in an amount not to exceed One Hundred Twelve Thousand Six Hundred Eighty Dollars and Eighty Eight Cents (\$112,680.88) for items and quantities identified on the Engineers Opinion of Probable Cost, dated January 15, 2025 and as shown in Amendment 001 - Attachment “A” of this Amendment, and as adjusted for the actual bid costs, and for the final installed quantities / costs at conclusion of project. LRECD shall have 30 days after receipt of the TOWN’s reimbursement invoice to submit payment to the TOWN.

14. This AGREEMENT may be terminated in writing by either party if construction has not commenced by September 30, 2026, by the respective parties.

This AGREEMENT shall become effective upon its execution by the TOWN and LRECD.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day, month and year first above written.

THE TOWN OF JUPITER

The terms and conditions of the foregoing Agreement, to the extent the same are binding upon the Town, are hereby accepted on behalf of the Town of Jupiter by _____ as its duly authorized representative this _____ day of _____, 2025.

BY: _____
Jim Kuretski, Mayor

ATTESTED BY: _____
Merriane Lahmeur, Town Clerk

(TOWN SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
Thomas J. Baird
Town Attorney

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this _____ day of _____, 2025, by [Jim Kuretski](#), Mayor of the Town of Jupiter. He is personally known to me or has produced a Florida driver's license as identification and did not take an oath.

[NOTARY SEAL]

Signature of Notary Public, State of Florida

Print, Type, or Stamp Name of Notary Public

My Commission Expires: _____

THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

The terms and conditions of the foregoing Agreement, to the extent the same are binding upon the LRECD, are hereby accepted on behalf of the LRECD by _____ as its duly authorized representative this _____ day of _____, 2025.

ATTEST

LOXAHATCHEE RIVER
ENVIRONMENTAL CONTROL
DISTRICT

By: _____
Kris Dean, P.E.
Deputy Executive Director

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

DISTRICT SEAL

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Curtis L. Shenkman, District Attorney

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this _____ day of _____, 2025, by _____, _____. He is personally known to me or has produced a Florida driver's license as identification and did not take an oath.

[NOTARY SEAL]

Signature of Notary Public, State of Florida

Print, Type, or Stamp Name of Notary Public

My Commission Expires: _____

ENGINEER'S OPINON OF PROBABLE COST INTERSECTION IMPROVEMENTS - CENTRAL BOULEVARD AND JUPITER PARK DRIVE Date: January 16, 2025											
Pay Item Number*	Pay Item Description*	Town of Jupiter				Loxahatchee River Environmental Control District				Total Quantity	Total Engineer's Cost
		Estimate Quantity	Unit	Engineer's Unit Cost	Engineer's Subtotal Cost	Estimate Quantity	Unit	Engineer's Unit Cost	Engineer's Subtotal Cost		
	ROADWAY AND GENERAL ITEMS										
101-1	MOBILIZATION AND DEMOBILIZATION	1.00	LS	\$ 51,005.00	\$ 51,005.00	1.00	LS	\$ 4,435.00	\$ 4,435.00	2.00	\$ 55,440.00
102-1	MAINTENANCE OF TRAFFIC	1.00	LS	\$ 12,954.00	\$ 12,954.00	1.00	LS	\$ 1,126.00	\$ 1,126.00	2.00	\$ 14,080.00
104-1	SWPPP - PREVENTION, CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION	1.00	LS	\$ 5,262.00	\$ 5,262.00	1.00	LS	\$ 458.00	\$ 458.00	2.00	\$ 5,720.00
110-1	CLEARING, GRUBBING & SITE DEMOLITION	1.00	LS	\$ 31,482.00	\$ 31,482.00	1.00	LS	\$ 5,117.00	\$ 5,117.00	2.00	\$ 36,599.00
120-1	EXCAVATION	775.56	CY	\$ 16.33	\$ 12,664.89	67.44	CY	\$ 16.33	\$ 1,101.30	843.00	\$ 13,766.19
120-6	EMBANKMENT	5417.88	CY	\$ 24.42	\$ 132,304.63	471.12	CY	\$ 24.42	\$ 11,504.75	5889.00	\$ 143,809.38
160-4	12" COMPACTED SUBGRADE (TYPE B STABILIZATION)	1988.00	SY	\$ 3.63	\$ 7,216.44					1988.00	\$ 7,216.44
285-712	7 1/2", Type B, 12.5, Course Mix AC (BASE GROUP 12)	1799.00	SY	\$ 43.48	\$ 78,220.52					1799.00	\$ 78,220.52
285-701	4" LIMEROCK BASE CURB PAD (BASE GROUP 1)	190.00	SY	\$ 40.79	\$ 7,750.10					190.00	\$ 7,750.10
327-70-1	MILL EXISTING ASPHALT PAVEMENT (1" AVERAGE DEPTH)	7066.00	SY	\$ 3.72	\$ 26,285.52					7066.00	\$ 26,285.52
334-1-13	ASPH CONC, TRAFFIC C, SP-9.5 (OVERBUILD)	113.00	TN	\$ 165.31	\$ 18,680.03					113.00	\$ 18,680.03
334-1-13	1" ASPH CONC, TRAFFIC C, SP-9.5 (FIRST LIFT WIDENING)	89.00	TN	\$ 165.31	\$ 14,712.59					89.00	\$ 14,712.59
334-1-13	1" ASPH CONC, TRAFFIC C, SP-9.5 (FINAL LIFT WIDENING AND RESURFACING)	477.00	TN	\$ 165.31	\$ 78,852.87					477.00	\$ 78,852.87
522-2	CONCRETE SIDEWALKS AND DRIVEWAYS, 6" THICK (THICKENED EDGE)	51.00	SY	\$ 82.19	\$ 4,191.69					51.00	\$ 4,191.69
527-2	DETECTABLE WARNING	21.00	SF	\$ 44.30	\$ 930.30					21.00	\$ 930.30
520-1-10	CONCRETE CURB AND GUTTER, TYPE F	685.00	LF	\$ 42.07	\$ 28,817.95					685.00	\$ 28,817.95
400-1	CONCRETE FLUME	2.00	EA	\$ 880.00	\$ 1,760.00					2.00	\$ 1,760.00
160-4	4' STABILIZED SHOULDER (26" TYPE B STABILIZATION)	570.00	SY	\$ 3.63	\$ 2,069.10					570.00	\$ 2,069.10
	DRAINAGE										
425-2-71	MANHOLE, TYPE J-7, 8' DIA., <10' (DRAIN PUMP MANHOLE)	1.00	EA	\$ 9,589.85	\$ 9,589.85					1.00	\$ 9,589.85
425-2-71	MANHOLE, TYPE J-7, 6' DIA., <10'					1.00	EA	\$ 7,192.40	\$ 7,192.40	1.00	\$ 7,192.40
425-1523	INLETS, DT BOTTOM, TYPE C, J BOTTOM, <10' (1 PRB)	2.00	EA	\$ 11,948.06	\$ 23,896.12					2.00	\$ 23,896.12
425-1523	INLETS, DT BOTTOM, TYPE C, J BOTTOM, <10' (2 PRB)	3.00	EA	\$ 12,448.06	\$ 37,344.18					3.00	\$ 37,344.18
425-10	YARD DRAIN (INCLUDES 4'-6" X 4'-6" CONCRETE APRON)	4.00	EA	\$ 5,646.75	\$ 22,587.00					4.00	\$ 22,587.00
443-70-4	EXFILTRATION TRENCH (24" CLASS III RCP, FILTER FABRIC, AGGREGATE)	879.00	LF	\$ 299.41	\$ 263,181.39					879.00	\$ 263,181.39
430-175-124	DRAINAGE PIPE (24" CLASS III RCP)	129.00	LF	\$ 148.55	\$ 19,162.95	333.00	LF	\$ 148.55	\$ 49,467.15	462.00	\$ 68,630.10
430-175-130	DRAINAGE PIPE (30" HDPE)					8.00	LF	\$ 216.62	\$ 1,732.96	8.00	\$ 1,732.96
1050-31210	DRAINAGE PIPE (10" PVC)					7.00	LF	\$ 191.16	\$ 1,338.12	7.00	\$ 1,338.12
1050-31206	DRAINAGE PIPE (6" PVC)					6.00	LF	\$ 105.18	\$ 631.08	6.00	\$ 631.08
1050-42218	18" HDPE (INCLUDES REMOVAL OF EXISTING 18" RCP AND INSTALLATION OF 18" CONCRETE COLLAR)	32.00	LF	\$ 400.00	\$ 12,800.00					32.00	\$ 12,800.00
430-98-2123	MITERED END SECTION, 12" CD	4.00	EA	\$ 2,575.02	\$ 10,300.08					4.00	\$ 10,300.08
430-94-01	DESILT PIPE	1.00	LS	\$ 825.00	\$ 825.00	1.00	LS	\$ 825.00	\$ 825.00	2.00	\$ 1,650.00
	SIGNING AND PAVEMENT MARKING										
700-1-50	SINGLE POST SIGN, RELOCATE, UP TO 12 SF	1.00	AS	\$ 290.81	\$ 290.81					1.00	\$ 290.81
706-1-3	RETRO-REFLECTIVE PAVMENT MARKERS (BI-DR, WHITE/RED)	31.00	EA	\$ 4.36	\$ 135.16					31.00	\$ 135.16
706-1-3	RETRO-REFLECTIVE PAVMENT MARKERS (BI-DR, AMBER/AMBER)	206.00	EA	\$ 4.36	\$ 898.16					206.00	\$ 898.16

ENGINEER'S OPINON OF PROBABLE COST INTERSECTION IMPROVEMENTS - CENTRAL BOULEVARD AND JUPITER PARK DRIVE Date: January 16, 2025											
		Town of Jupiter				Loxahatchee River Environmental Control District					
Pay Item Number*	Pay Item Description*	Estimate Quantity	Unit	Engineer's Unit Cost	Engineer's Subtotal Cost	Estimate Quantity	Unit	Engineer's Unit Cost	Engineer's Subtotal Cost	Total Quantity	Total Engineer's Cost
711-15101	THERMOPLASTIC, STD, OPEN GRADED ASPHALT SURFACES, WHITE, SOLID, 6"	0.880	GM	\$ 6,877.74	\$ 6,052.41					0.88	\$ 6,052.41
711-11124	THERMOPLASTIC, STD, WHITE, SOLID 18", FOR DIAGONALS AND CHEVRONS	504.00	LF	\$ 4.72	\$ 2,378.88					504.00	\$ 2,378.88
711-11125	THERMOPLASTIC, STD, WHITE, SOLID, 24", FOR STOP LINE AND CROSSWALK	24.00	LF	\$ 6.32	\$ 151.68					24.00	\$ 151.68
711-15201	THERMOPLASTIC, STD, OPEN GRADED ASPHALT SURFACES, YELLOW, SOLID, 6"	1.130	GM	\$ 6,694.64	\$ 7,564.94					1.13	\$ 7,564.94
711-11224	THERMOPLASTIC, STD, YELLOW, SOLID, 18", FOR DIAGONALS AND CHEVRONS	146.00	LF	\$ 4.77	\$ 696.42					146.00	\$ 696.42
711-15131	THERMOPLASTIC, STD, OPEN GRADE ASPHALT SURFACES, WHITE, SKIP, 6", 10-30 SKIP, OR 3-9 LANE DROP	0.093	GM	\$ 2,174.76	\$ 202.25					0.09	\$ 202.25
711-11241	THERMOPLASTIC, STD, YELLOW, 2-4 DOTTED GUIDELINES/6-10 GAP EXTENSION, 6"	0.027	GM	\$ 4,712.27	\$ 127.23					0.03	\$ 127.23
711-11160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	2.00	EA	\$ 407.11	\$ 814.22					2.00	\$ 814.22
711-11170	THERMOPLASTIC, STANDARD, WHITE, ARROW	7.00	EA	\$ 103.63	\$ 725.41					7.00	\$ 725.41
	LANDSCAPE										
570-1-2	BAHIA SOD	8539.00	SY	\$ 3.38	\$ 28,861.82	2199.00	SY	\$ 3.38	\$ 7,432.62	10738.00	\$ 36,294.44
580-1-1	FURNISH & INSTALL TREES	1.00	LS	\$ 22,220.00	\$ 22,220.00					1.00	\$ 22,220.00
580-1-2	FURNISH & INSTALL SHRUBS	1.00	LS	\$ 15,400.00	\$ 15,400.00					1.00	\$ 15,400.00
580-1-3	FURNISH & INSTALL PLANTING AMENITIES	1.00	LS	\$ 3,762.00	\$ 3,762.00					1.00	\$ 3,762.00
580-1-4	WATERING (NO IRRIGATION)	1.00	LS	\$ 4,400.00	\$ 4,400.00					1.00	\$ 4,400.00
					\$ 1,009,527.60				\$ 92,361.38	Subtotal	\$ 1,101,888.98
	CONSTRUCTION ENGINEERING & INSPECTION ACTIVITIES (CEI) IN-HOUSE	1.00	LS	10%	\$ 100,952.76	1.00	LS	10%	\$ 9,236.14		
	POST DESIGN SERVICES	1.00	LS	2%	\$ 20,190.55	1.00	LS	2%	\$ 1,847.23		
1000-1	CONTINGENCY	1.00	LS	10%	\$ 100,952.76	1.00	LS	10%	\$ 9,236.14		
					\$ 1,231,623.68				\$ 112,680.88		\$ 1,344,304.55
											Total Construction Cost

**INTERLOCAL AGREEMENT BETWEEN THE
LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
AND THE TOWN OF JUPITER FOR
THE JOINT PROJECT PARTICIPATION IN THE
JUPITER PARK DRIVE IMPROVEMENTS PROJECT**

THIS AGREEMENT, hereinafter referred to as the AGREEMENT, made and entered into this 9th day of May, 2022, by and between the LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, hereinafter referred to as "LRECD", and the TOWN OF JUPITER, hereinafter referred to as the "TOWN".

WITNESSETH:

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

WHEREAS, the TOWN has cause to prepare plans and specifications for the Jupiter Park Drive Improvements Project, herein referred to as the PROJECT; and

WHEREAS, the LRECD has requested the TOWN to include certain scope of work as part of the PROJECT, for or on behalf of LRECD, as further described in Paragraph 2 below, and hereinafter referred to as LRECD WORK; and

WHEREAS, the LRECD and TOWN declare that it is in the public's interest to incorporate the LRECD WORK into the scope of the PROJECT and under one contract, and

WHEREAS, the TOWN has received engineer's opinion of probable cost for the PROJECT, including the LRECD WORK, the lowest of which is herein referred to and included as Attachment "A";

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the TOWN and LRECD do hereby agree as follows:

1. The recitals set forth above are hereby adopted and incorporated herein by this reference.
2. The TOWN agrees to perform the following as related to the LRECD WORK:

A. The TOWN shall include the following described scope of work (hereinafter referred to as LRECD WORK) as shown on Calvin, Giordano & Associates, Inc. plans entitled Intersection Improvements Central Boulevard & Jupiter Park Drive as part of the project. Installation of one concrete structure at +/- Sta. 18+40. Connection of the existing 30" and 12" drainage pipes to the new structure at +/- Sta. 18+40. Connection of 24" HDPE drainage pipe to the structure at +/- Sta. 18+40. Installation of 24" HDPE drainage pipe from +/- Sta. 18+40 to +/- Sta. 21+80. Connection of 24" HDPE drainage pipe to a concrete structure at +/- Sta. 21+80.

B. The TOWN shall advertise and award a construction contract for the PROJECT in accordance with the TOWN'S procurement procedures. LRECD shall provide consent of associated costs for LRECD WORK by execution of this AGREEMENT.

C. The Town shall ensure that any Changes to Attachment "A" of this document are approved by LRECD prior to execution of this Agreement by the TOWN. Approval of such changes shall not be unreasonably delayed or denied by LRECD.

3. LRECD agrees to reimburse the TOWN for the LRECD WORK in an amount not to exceed Ninety Two Thousand Five Hundred and Seventy Six Dollars and 28 Cents (\$92,576.28) for items and quantities identified on the Engineers Opinion of Probable Cost, dated January 27, 2022 and as shown in Attachment "A" of this document. LRECD shall have 30 days after receipt of the TOWN's reimbursement invoice to submit payment to the TOWN.
4. The LRECD shall be responsible for any and all change order costs associated with the work Being performed on behalf of the LRECD. The TOWN shall obtain written approval from the LRECD in advance of any change orders issued related to any work being performed on behalf of the LRECD. The LRECD's approval of change orders shall not be unreasonably withheld.
5. The parties agree to budget sufficient funds for the PROJECT. However, once the construction contract has commenced, it shall be prosecuted to completion and the AGREEMENT shall be binding upon the parties and neither party shall have the right to terminate the subject AGREEMENT for the reason that sufficient funds are not available for the construction project.
6. TOWN shall indemnify, defend, and hold harmless the LRECD against any actions, claims, or damages arising out of TOWN'S negligence in connection with this AGREEMENT to the extent permitted by law. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement to indemnify the LRECD for the LRECD'S negligent acts or omissions.
7. The LRECD shall indemnify, defend, and hold harmless the TOWN against any actions, claims, or damages arising out of LRECD'S negligence in connection with this AGREEMENT to the extent permitted by law. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement to indemnify the TOWN for the TOWN'S negligent acts or omissions.
8. NOTICES: All notices, requests, consents and other communications required or permitted under this AGREEMENT shall be in writing and shall be hand delivered by prepaid express overnight courier/messenger service, or by registered/certified mail to the following addresses:

As to TOWN: Town of Jupiter
Attn: Thomas Hernandez, P.E., Interim Director of Engineering, Parks,
and Public Works
210 Military Trail
Jupiter, Florida 33458
Phone: 561-741-2680 Fax: 561-741-2515

As to LRECD: Loxahatchee River Environmental Control District
Attn: D. Albrey Arrington, Executive Director
2500 Jupiter Park Drive
Jupiter, Florida 33458
Phone: 561-747-5700 Fax: 561-747-9929

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

9. This AGREEMENT shall be construed by and governed by the laws of the State of Florida. Venue for any and all legal actions necessary to enforce the AGREEMENT shall be held in Palm Beach County, Florida.
10. No remedy herein conferred upon any party is intended to be exclusive of any other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
11. This AGREEMENT constitutes the entire contract between the parties hereto and supersedes all prior understandings if any. There are no other oral or written promises, conditions, representations, understandings or term of any kind as conditions of inducement to the execution hereof, and none have been relied upon by either party. Any subsequent conditions, representations, warranties or agreement shall not be valid and binding upon the parties unless they are in writing and signed by both parties and executed in the same manner of the AGREEMENT.
12. In the event any terms or provisions of the AGREEMENT shall be held invalid, such invalid terms or provisions shall not affect the validity of any other term or provision hereof and all other terms and provisions hereof shall be enforceable to the fullest extent permitted by law as if such invalid terms or provisions had never been a part of the AGREEMENT.
13. This AGREEMENT shall become effective upon its execution by the TOWN and LRECD.
14. This AGREEMENT may be terminated in writing by either party if construction has not commenced within eighteen (18) months of execution of this AGREEMENT, by the respective parties.
15. SEVERABILITY

Should any part, term or provision of this AGREEMENT be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day, month and year first above written.

THE TOWN OF JUPITER

The terms and conditions of the foregoing Agreement, to the extent the same are binding upon the Town, are hereby accepted on behalf of the Town of Jupiter by Jim Kuretski as its duly authorized representative this 9th day of May, 2022.

BY: Jim Kuretski
Jim Kuretski, Mayor

ATTESTED BY: Laura Cahill
Laura Cahill, Town Clerk

(TOWN SEAL)

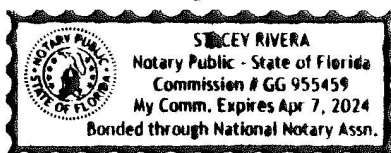
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: Thomas J. Baird
Thomas J. Baird
Town Attorney



The foregoing instrument was acknowledged before me by means of ✓ physical presence or online notarization, this 9th day of May, 2022, by, Jim Kuretski Mayor of the Town of Jupiter. He is personally known to me or has produced a Florida driver's license as identification and did not take an oath.

[NOTARY SEAL]



Stacey Rivera
Signature of Notary Public, State of Florida

Stacey Rivera
Print, Type, or Stamp Name of Notary Public

My Commission Expires: 4/7/2024

THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

The terms and conditions of the foregoing Agreement, to the extent the same are binding upon the LRECD, are hereby accepted on behalf of the LRECD by Dr. Albrey Arrington as its duly authorized representative this 17th day of February, 2022.

ATTEST

LOXAHATCHEE RIVER
ENVIRONMENTAL CONTROL
DISTRICT

By: KD
Kris Dean, P.E.
Deputy Executive Director

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

DISTRICT SEAL



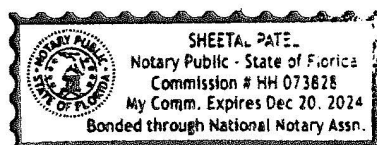
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: Curtis L. Shenkman
Curtis L. Shenkman, District Attorney

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me by means of X physical presence or _____ online notarization, this 17th day of February, 2022, by Dr. Albrey Arrington, Executive Director. He is personally known to me or has produced a Florida driver's license as identification and did not take an oath.

[NOTARY SEAL]



SP
Signature of Notary Public, State of Florida
Sheetal Patel

Print, Type, or Stamp Name of Notary Public
My Commission Expires: Dec 20 2024

NOT A

ENGINEER'S OPINON OF PROBABLE COST											
INTERSECTION IMPROVEMENTS - CENTRAL BOULEVARD AND JUPITER PARK DRIVE											
Date: January 27, 2022											
Pay Item Number*	Pay Item Description*	Town of Jupiter				Loxahatchee River Environmental Control District				Total Quantity	Total Engineer's Cost
		Estimate Quantity	Unit	Engineer's Unit Cost	Engineer's Subtotal Cost	Estimate Quantity	Unit	Engineer's Unit Cost	Engineer's Subtotal Cost		
	ROADWAY AND GENERAL ITEMS										
101-1	MOBILIZATION AND DEMOBILIZATION	1.00	LS	\$ 46,368.00	\$ 46,368.00	1.00	LS	\$ 4,032.00	\$ 4,032.00	2.00	\$ 50,400.00
102-1	MAINTENANCE OF TRAFFIC	1.00	LS	\$ 11,776.00	\$ 11,776.00	1.00	LS	\$ 1,024.00	\$ 1,024.00	2.00	\$ 12,800.00
104-1	SWPPP - PREVENTION, CONTROL AND ABATEMENT OF EROSION AND WATER POLL	1.00	LS	\$ 4,784.00	\$ 4,784.00	1.00	LS	\$ 416.00	\$ 416.00	2.00	\$ 5,200.00
110-1	CLEARING, GRUBBING & SITE DEMOLITION	1.00	LS	\$ 29,451.79	\$ 29,451.79	1.00	LS	\$ 2,792.08	\$ 2,792.08	2.00	\$ 32,243.87
110-4-10	REMOVAL OF EXISTING CONCRETE	56.00	SY	\$ 16.49	\$ 923.44					56.00	\$ 923.44
120-1	EXCAVATION AND EMBANKMENT	1.00	LS	\$ 110,266.70	\$ 110,266.70	1.00	LS	\$ 9,588.42	\$ 9,588.42	2.00	\$ 119,855.12
160-4	12" COMPACTED SUBGRADE (TYPE B STABILIZATION)	1988.00	SY	\$ 5.33	\$ 10,596.04					1988.00	\$ 10,596.04
285-712	7 1/2", Type B, 12.5, Course Mix AC (BASE GROUP 12)	1799.00	SY	\$ 27.97	\$ 50,318.03					1799.00	\$ 50,318.03
285-701	4" LIMEROCK BASE CURB PAD (BASE GROUP 1)	190.00	SY	\$ 14.65	\$ 2,783.50					190.00	\$ 2,783.50
327-70-1	MILL EXISTING ASPHALT PAVEMENT (1" AVERAGE DEPTH)	6977.00	SY	\$ 1.97	\$ 13,744.69					6977.00	\$ 13,744.69
334-1-13	ASPH CONC, TRAFFIC C, SP-9.5 (OVERBUILD)	113.00	TN	\$ 103.90	\$ 11,740.70					113.00	\$ 11,740.70
334-1-13	1" ASPH CONC, TRAFFIC C, SP-9.5 (FIRST LIFT WIDENING)	89.00	TN	\$ 103.90	\$ 9,247.10					89.00	\$ 9,247.10
334-1-13	1" ASPH CONC, TRAFFIC C, SP-9.5 (FINAL LIFT WIDENING AND RESURFACING)	472.00	TN	\$ 103.90	\$ 49,040.80					472.00	\$ 49,040.80
522-2	CONCRETE SIDEWALKS AND DRIVEWAYS, 6" THICK (THICKENED EDGE)	51.00	SY	\$ 60.00	\$ 3,060.00					51.00	\$ 3,060.00
527-2	DETECTABLE WARNING	21.00	SF	\$ 27.89	\$ 585.69					21.00	\$ 585.69
520-1-10	CONCRETE CURB AND GUTTER, TYPE F	685.00	LF	\$ 21.79	\$ 14,926.15					685.00	\$ 14,926.15
NA	CONCRETE FLUME	2.00	EA	\$ 800.00	\$ 1,600.00					2.00	\$ 1,600.00
160-4	4' STABILIZED SHOULDER (26" TYPE B STABILIZATION)	570.00	SY	\$ 5.33	\$ 3,038.10					570.00	\$ 3,038.10
	DRAINAGE										
425-2-71	MANHOLE, TYPE J-7, 8' DIA., <10' (DRAIN PUMP MANHOLE)	1.00	EA	\$ 12,617.09	\$ 12,617.09					1.00	\$ 12,617.09
425-2-71	MANHOLE, TYPE J-7, 6' DIA., <10'	0.00	EA	\$ 10,117.09	\$ -	1.00	EA	\$ 10,117.09	\$ 10,117.09	1.00	\$ 10,117.09
425-1523	INLETS, DT BOTTOM, TYPE C, J BOTTOM, <10' (1 PRB)	2.00	EA	\$ 6,882.27	\$ 13,764.54					2.00	\$ 13,764.54
425-1523	INLETS, DT BOTTOM, TYPE C, J BOTTOM, <10' (2 PRB)	3.00	EA	\$ 7,382.27	\$ 22,146.81					3.00	\$ 22,146.81
425-10	YARD DRAIN (INCLUDES 4'-6" X 4'-6" CONCRETE APRON)	2.00	EA	\$ -	\$ -					2.00	\$ -
443-70-4	EXFILTRATION TRENCH (24" CLASS III RCP, FILTER FABRIC, AGGREGATE)	879.00	LF	\$ 150.48	\$ 132,271.92					879.00	\$ 132,271.92
430-175-124	DRAINAGE PIPE (24" CLASS III RCP)	124.00	LF	\$ 101.89	\$ 12,634.36	333.00	LF	\$ 101.89	\$ 33,929.37	457.00	\$ 46,563.73
430-175-130	DRAINAGE PIPE (30" CLASS III RCP)					8.00	LF	\$ 375.45	\$ 3,003.60	8.00	\$ 3,003.60
1050-31210	DRAINAGE PIPE (10" PVC)					7.00	LF	\$ 163.14	\$ 1,141.98	7.00	\$ 1,141.98
1050-31206	DRAINAGE PIPE (6" PVC)					6.00	LF	\$ 184.74	\$ 1,108.44	6.00	\$ 1,108.44
1050-42218	18" HDPE (INCLUDES REMOVAL OF EXISTING 18" RCP AND INSTALLATION OF 18" CONCRETE COLLAR)	10.00	LF	\$ 75.00	\$ 750.00					10.00	\$ 750.00
430984121	MITERED END SECTION, 12" CD	4.00	EA	\$ 1,461.09	\$ 5,844.36					4.00	\$ 5,844.36
430-94-01	DESILT PIPE					1.00	LS	\$ 750.00	\$ 750.00	1.00	\$ 750.00
	SIGNING AND PAVEMENT MARKING										
700-1-50	SINGLE POST SIGN, RELOCATE, UP TO 12 SF	1.00	AS	\$ 225.56	\$ 225.56					1.00	\$ 225.56
706-1-3	RETRO-REFLECTIVE PAVMENT MARKERS (BI-DR, WHITE/RED)	31.00	EA	\$ 3.40	\$ 105.40					31.00	\$ 105.40
706-1-3	RETRO-REFLECTIVE PAVMENT MARKERS (BI-DR, AMBER/AMBER)	206.00	EA	\$ 3.40	\$ 700.40					206.00	\$ 700.40
711-11124	THERMOPLASTIC, STD, WHITE, SOLID 18", FOR DIAGONALS AND CHEVRONS	504.00	LF	\$ 2.35	\$ 1,184.40					504.00	\$ 1,184.40
711-11125	THERMOPLASTIC, STD, WHITE, SOLID, 24", FOR STOP LINE AND CROSSWALK	24.00	LF	\$ 3.87	\$ 92.88					24.00	\$ 92.88
711-15201	THERMOPLASTIC, STD, OPEN GRADED ASPHALT SURFACES, YELLOW, SOLID, 6"	1.13	GM	\$ 3,829.51	\$ 4,327.35					1.13	\$ 4,327.35
711-11224	THERMOPLASTIC, STD, YELLOW, SOLID, 18", FOR DIAGONALS AND CHEVRONS	146.00	LF	\$ 2.84	\$ 414.64					146.00	\$ 414.64
711-15131	THERMOPLASTIC, STD, OPEN GRADE ASPHALT SURFACES, WHITE, SKIP, 6", 10-30 SH	0.09	GM	\$ 1,363.62	\$ 126.82					0.09	\$ 126.82
711-11241	THERMOPLASTIC, STD, YELLOW, 2-4 DOTTED GUIDELINES/6-10 GAP EXTENSION, 6"	0.03	GM	\$ 2,679.82	\$ 72.36					0.03	\$ 72.36
711-11160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	2.00	EA	\$ 125.41	\$ 250.82					2.00	\$ 250.82
711-11170	THERMOPLASTIC, STANDARD, WHITE, ARROW	7.00	EA	\$ 63.56	\$ 444.92					7.00	\$ 444.92
	LANDSCAPE										
570-2	BAHIA SOD	9418.04	SY	\$ 2.27	\$ 21,378.95	2199.00	SY	\$ 2.27	\$ 4,991.73	11617.04	\$ 26,370.68
580-1-1	FURNISH & INSTALL TREES	1.00	LS	\$ 20,200.00	\$ 20,200.00					1.00	\$ 20,200.00
580-1-2	FURNISH & INSTALL SHRUBS	1.00	LS	\$ 14,000.00	\$ 14,000.00					1.00	\$ 14,000.00
580-1-3	FURNISH & INSTALL PLANTING AMENITIES	1.00	LS	\$ 3,420.00	\$ 3,420.00					1.00	\$ 3,420.00
580-1-4	WATERING (NO IRRIGATION)	1.00	LS	\$ 4,000.00	\$ 4,000.00					1.00	\$ 4,000.00
					\$ 645,224.30				\$ 72,894.71	Subtotal	\$ 718,119.01
	CONSTRUCTION ENGINEERING & INSPECTION ACTIVITIES (CEI) IN-HOUSE	1.00	LS	10%	\$ 64,522.43	1.00	LS	10%	\$ 7,289.47		
	POST DESIGN SERVICES	1.00	LS	2%	\$ 12,904.49	1.00	LS	2%	\$ 1,457.89		
	CONTINGENCY	1.00	LS	15%	\$ 96,783.64	1.00	LS	15%	\$ 10,934.21		
					\$ 819,434.86				\$ 92,576.28		\$ 912,011.14

PERPETUAL DRAINAGE EASEMENT

THIS PERPETUAL DRAINAGE EASEMENT ("Easement"), made this 17th day of February, 2022, by and between the Loxahatchee River Environmental Control District, whose mailing address is 2500 Jupiter Park Drive, Jupiter, Florida 33478, hereinafter referred to as GRANTOR, and the Town of Jupiter, a municipal corporation of the State of Florida, whose address is 210 Military Trail, Florida, 33458, hereinafter referred to as GRANTEE.

GRANTOR, for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration to it, receipt of which is hereby acknowledged, does hereby grant to the GRANTEE, its successors and assigns, a non-exclusive DRAINAGE EASEMENT, as shown herein as Exhibit "A", situate, lying and being in the County of Palm Beach, State of Florida, said easement being hereby dedicated to the GRANTEE for the construction of stormwater utility facilities and appurtenances thereto, and for the perpetual right to discharge stormwater drainage from Jupiter Park Drive road right of way into the DRAINAGE EASEMENT and the drainage system improvements installed therein.

The GRANTEE shall design, permit and construct the drainage facilities and related improvements to be installed within the DRAINAGE EASEMENT. The GRANTOR'S approval of this easement shall be considered formal approval of the GRANTEE's design of the improvements to be installed within the easement limits.

The GRANTEE and GRANTOR shall jointly inspect the work and the final improvements, prior to GRANTEE's closeout of the drainage system construction.

The GRANTOR shall maintain the drainage facilities and improvements upon completion of the construction, and upon GRANTEE's and GRANTOR'S final approval and acceptance of those improvements, including final restoration of all surface areas within the easement limits.

IN WITNESS THEREOF the PARTY OF THE FIRST PART has hereunto fixed its hand and seal this day and year first above written.

Signed, Sealed and Delivered in the Presence of:

ATTEST

LOXAHATCHEE RIVER ENVIRONMENTAL
CONTROL DISTRICT

By: KD
Kris Dean, P.E.
Deputy Executive Director

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

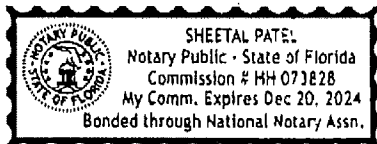
DISTRICT SEAL

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: Curtis L. Shenkman
Curtis L. Shenkman, District Attorney



The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17th day of February, 2022, by Dr. Albrey Arrington. He/She is personally known to me or has produced a Florida driver's license as identification and did not take an oath.



SP

Signature of Notary Public, State of Florida

Sheetal Patel

Print, Type or Stamp Name of Notary Public

My Commission Expires: Dec. 20 2024

[NOTARY SEAL]

**LEGAL DESCRIPTION
10 FT. DRAINAGE EASEMENT
JUPITER PARK DRIVE
LOXAHATCHAEE RIVER ENVIRONMENTAL CONTROL DISTRICT**

A parcel of land being a portion of the Northwest One-Quarter (NW 1/4) of Section 10, Township 41 South, Range 42 East, said parcel of land being more particularly described as follows:

COMMENCE at the Northeast corner of the said Northwest One-Quarter (NW 1/4) of Section 10;

THENCE on an assumed bearing of N 88°54'17" W along the North line of the said Northwest One-Quarter (NW 1/4) of Section 10, a distance of 60.00 feet to the West right-of-way line of Central Boulevard;

THENCE S 01°54'20" W along the said West right-of-way line, a distance of 60.00 feet to the POINT OF BEGINNING;

THENCE continue S 01°54'20" W continuing along the said West right-of-way line, a distance of 10.00 feet to a line being 10.00 feet South of and parallel with the South right-of-way line of Jupiter Park Drive;

THENCE N 88°54'17" W along the said parallel line a distance of 1210.64 feet;

THENCE N 01°05'43" E a distance of 10.00 feet to the South right-of-way line of Jupiter Park Drive;

THENCE S 88°54'17" E along the said South right-of-way line, a distance of 1210.78 feet to the POINT OF BEGINNING.

Said lands situate within the Town of Jupiter, Palm Beach County, Florida, containing 0.278 acres, more or less.

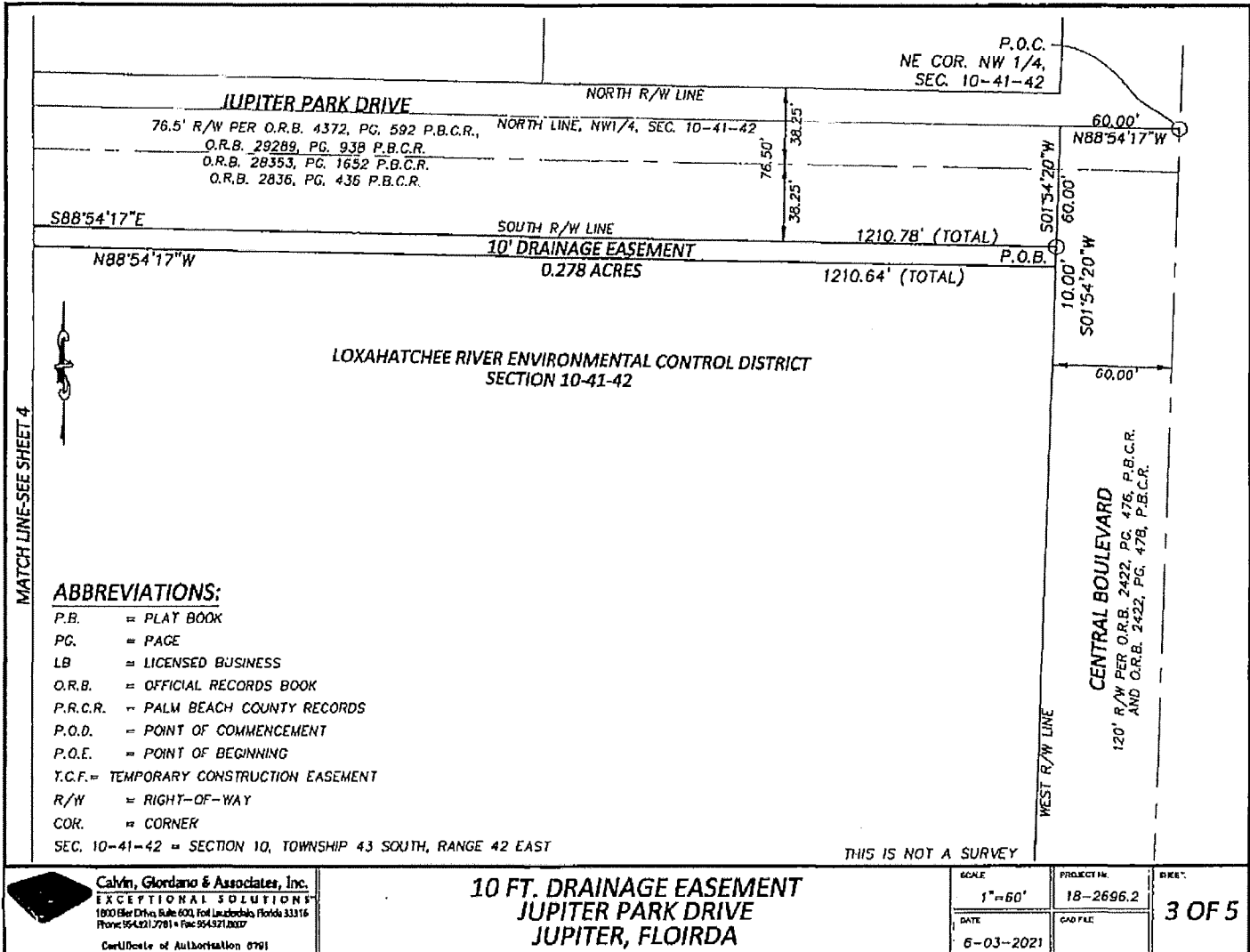
NOTES:

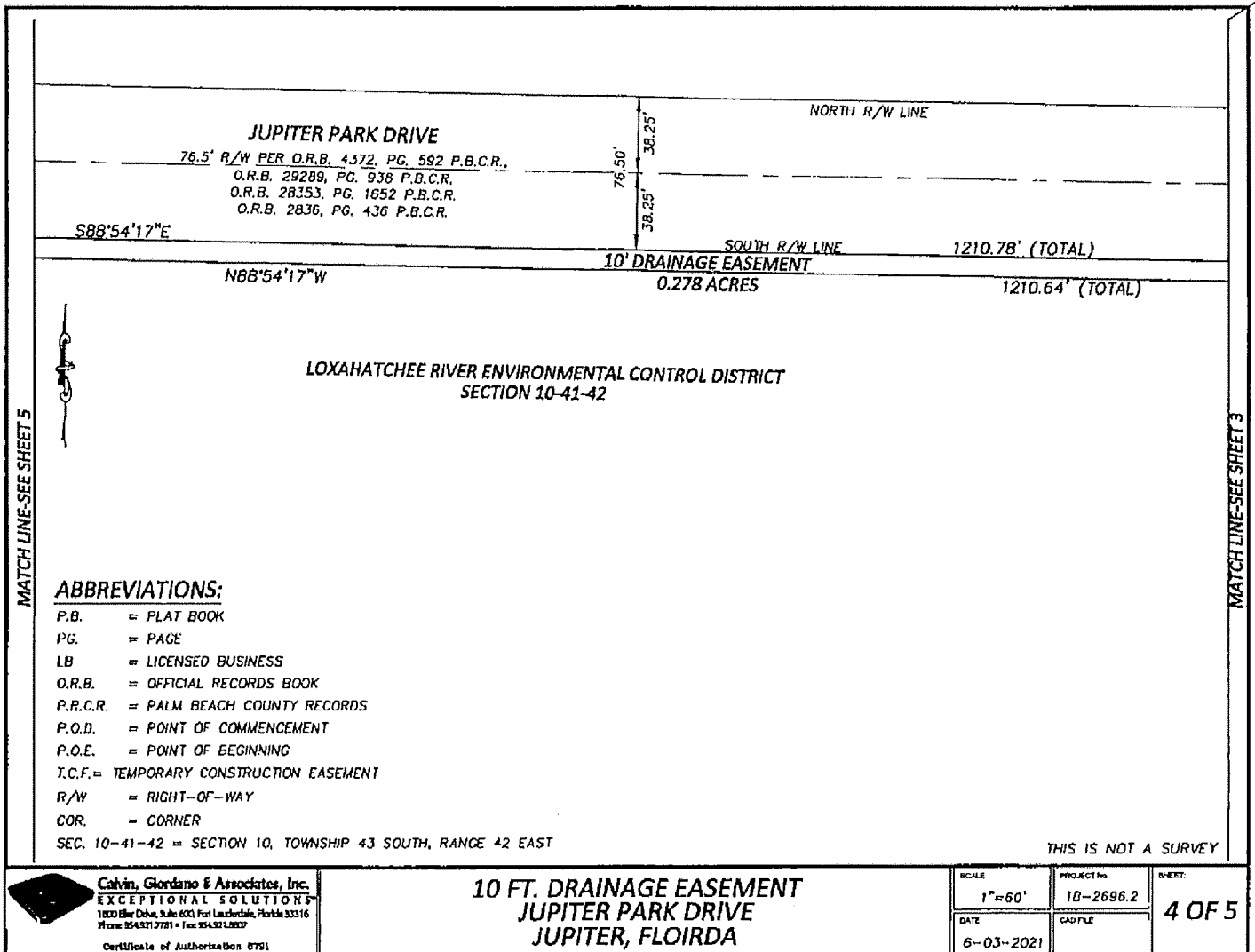
1. Lands described hereon were not abstracted, by the surveyor, for ownership, easements, rights-of-way or other instruments that may appear in the Public Records of said County.
2. Bearings shown hereon are assumed and referenced to the South right-of-way line of Jupiter Park Drive, having an assumed bearing of S 88°54'17" E.
3. The description contained herein and the attached sketch, do not represent a Boundary Survey.

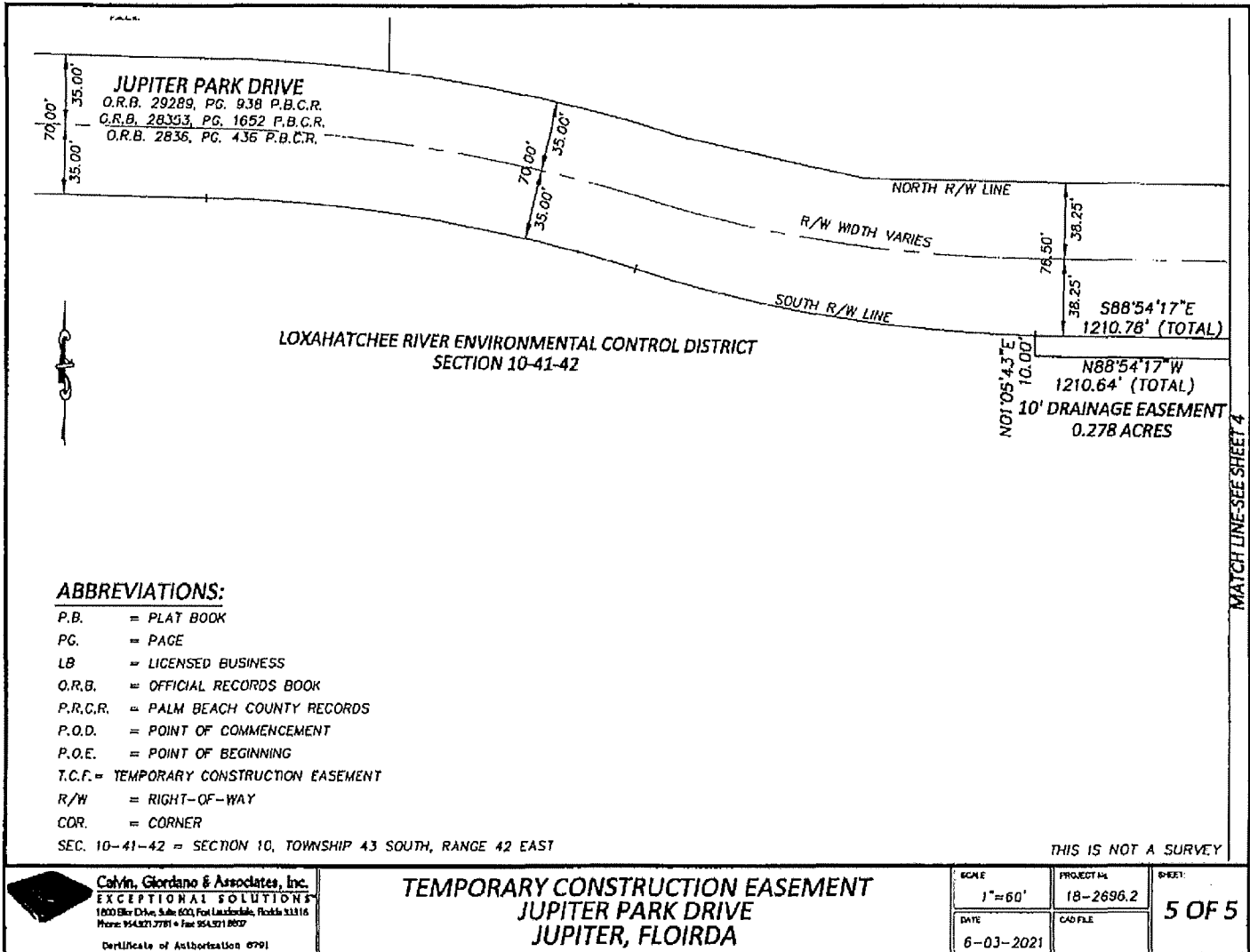
CALVIN, GIORDANO AND ASSOCIATES, INC.

Steven M. Watts Digitally signed by Steven M.
Watts
Date: 2021.06.09 09:36:11 -04'00'

Steven M. Watts
Professional Surveyor and Mapper
Florida Registration Number LS 4588







TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT ("Easement"), is made this 17th day of February, 2022, by and between the Loxahatchee River Environmental Control District, whose mailing address is 2500 Jupiter Park Drive, Jupiter, Florida 33478, hereinafter referred to as GRANTOR, and the Town of Jupiter, a municipal corporation of the State of Florida, whose address is 210 Military Trail, Florida, 33458, hereinafter referred to as GRANTEE.

GRANTOR, for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration to it, receipt of which is hereby acknowledged, does hereby grant to the GRANTEE, it's successors and assigns, a non-exclusive TEMPORARY CONSTRUCTION EASEMENT, as shown herein as Exhibit "A", situate, lying and being in the County of Palm Beach, State of Florida, said easement being hereby dedicated to the Town of Jupiter for the construction of stormwater utility facilities, landscaping, and related improvements ("the Project"), including but not limited to all required and associated work such as clearing and removal of vegetation and deleterious material, excavation, dewatering, backfill, grading, harmonization, sodding, landscaping and final restoration within the easement limits.

The GRANTEE shall design, permit and construct the drainage facilities, landscaping and other Project related improvements within the easement limits.

The GRANTOR'S approval of this easement shall be considered formal approval of the GRANTEE's design improvements within the easement limits.

The GRANTEE and GRANTOR shall jointly inspect the work and the final improvements including the final restoration of the easement area, prior to close-out of the Project.

The GRANTEE shall coordinate and communicate with the GRANTOR during the construction phase of the Project to ensure the GRANTOR is informed of the progress and status of the Project, and is involved in any meetings and inspections that the GRANTOR requires involvement in during the construction phase of the Project.

The GRANTEE shall employ best construction practices to protect GRANTOR'S existing underground utility facilities under, near and adjacent to the easement area, from any possible damage during the construction operations of the Project.

The GRANTEE shall maintain GRANTOR's perimeter fence at all times and secure the temporary construction easement area located at the east end of the property with minimum 8 feet tall chain-link fence.

The GRANTEE shall restore all areas within the TEMPORARY CONSTRUCTION EASEMENT to preconstruction conditions upon completion of the Project, including but not limited to, grading, sod, gravel road, trees, landscaping and fencing.

Upon completion of the Project, the improvements within the easement area will be subject to the inspection and approval of the GRANTOR, and shall be turned over to the GRANTOR thru a BILL OF SALE. Upon GRANTOR'S acceptance of the BILL OF SALE, the GRANTOR shall maintain the easement area and improvements therein.

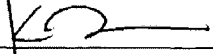
This easement shall expire immediately upon GRANTOR'S acceptance of the BILL OF SALE for the improvements within the easement area.

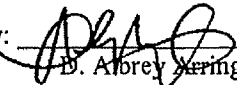
IN WITNESS THEREOF the PARTY OF THE FIRST PART has hereunto fixed its hand and seal this day and year first above written.

Signed, Sealed and Delivered in the Presence of:

ATTEST

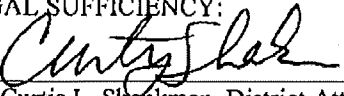
LOXAHATCHEE RIVER ENVIRONMENTAL
CONTROL DISTRICT

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

By: 
B. Aubrey Harrington, Ph.D.
Executive Director

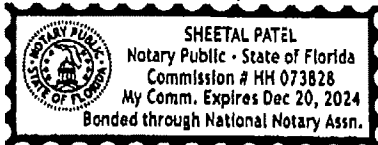
DISTRICT SEAL

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: 
Curtis L. Shenkman, District Attorney

STATE OF FLORIDA, COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me before me by means of ☒ physical presence or ☐ online notarization, this 17th day of FEBRUARY, 2022, by DR. ALBREY ARRINGTON. He is personally known to me or has produced a Florida drivers license as identification and did not take an oath.



[NOTARY SEAL]

SP

Signature of Notary Public, State of Florida

SHEETAL PATEL

Print, Type or Stamp Name of Notary Public

My Commission Expires: DEC 20 2024

**LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT
JUPITER PARK DRIVE
LOXAHATCHAEE RIVER ENVIRONMENTAL CONTROL DISTRICT**

A parcel of land being a portion of the Northwest One-Quarter (NW 1/4) of Section 10, Township 41 South, Range 42 East, said parcel of land being more particularly described as follows:

COMMENCE at the Northeast corner of the said Northwest One-Quarter (NW 1/4) of Section 10;

THENCE on an assumed bearing of N 88°54'17" W along the North line of the said Northwest One-Quarter (NW 1/4) of Section 10, a distance of 60.00 feet to the West right-of-way line of Central Boulevard;

THENCE S 01°54'20" W along the said West right-of-way line, a distance of 60.00 feet to the POINT OF BEGINNING;

THENCE continue S 01°54'20" W continuing along the said West right-of-way line, a distance of 235.02 feet;

THENCE N 88°54'17" W a distance of 225.57 feet;

THENCE N 01°05'43" E a distance of 171.00 feet;

THENCE N 88°54'17" W a distance of 246.00 feet;

THENCE N 01°05'43" E a distance of 33.00 feet;

THENCE N 88°54'17" W a distance of 1094.71 feet;

THENCE N 01°05'43" E a distance of 66.74 feet to a point on the arc of a non-tangent curve concave to the South, a radial line of said curve through said point having a bearing of N 05°33'43" E;

THENCE Westerly, along the arc of said curve to the left, having a central angle of 04°28'02" and a radius of 743.00 feet for an arc distance of 57.93 feet to a point of tangency;

THENCE N 88°54'17" W a distance of 32.77 feet;

THENCE N 27°22'53" E a distance of 24.54 feet to the South right-of-way line of Jupiter Park Drive;

THENCE S 88°54'17" E along the said South right-of-way line, a distance of 21.91 feet to a point of curvature of a tangent curve concave to the South, said curve being the South right-of-way line of Jupiter Park Drive;

THENCE Easterly and Southeasterly continuing along the said South right-of-way line, along the arc of said curve to the right, having a central angle of 16°23'16" and a radius of 765.00 feet for an arc distance of 218.81 feet to a point of reverse curvature of a tangent curve concave to the North;

THENCE Southeasterly and Easterly continuing along the said South right-of-way line, along the arc of said curve to the left, having a central angle of 16°23'15" and a radius of 711.92 feet for an arc distance of 203.62 feet to a point of tangency;

THENCE S 88°54'17" E continuing along the said South right-of-way line, a distance of 1210.78 feet to the POINT OF BEGINNING.

Said lands situate within the Town of Jupiter, Palm Beach County, Florida, containing 2.621 acres, more or less.

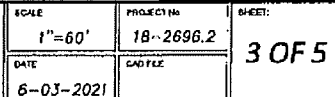
NOTES:

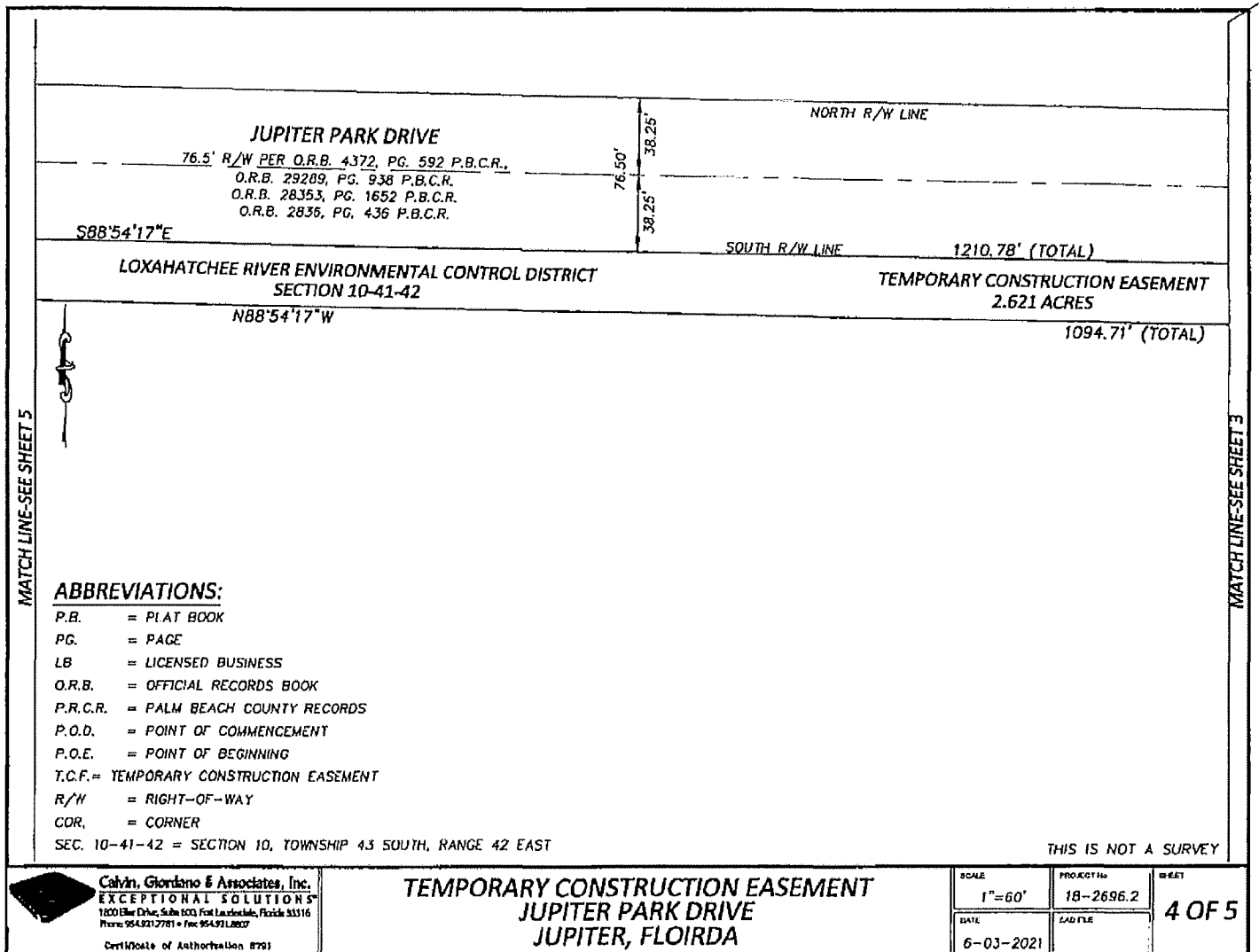
1. Lands described hereon were not abstracted, by the surveyor, for ownership, easements, rights-of-way or other instruments that may appear in the Public Records of said County.
2. Bearings shown hereon are assumed and referenced to the South right-of-way line of Jupiter Park Drive, having an assumed bearing of S 88°54'17" E.
3. The description contained herein and the attached sketch, do not represent a Boundary Survey.

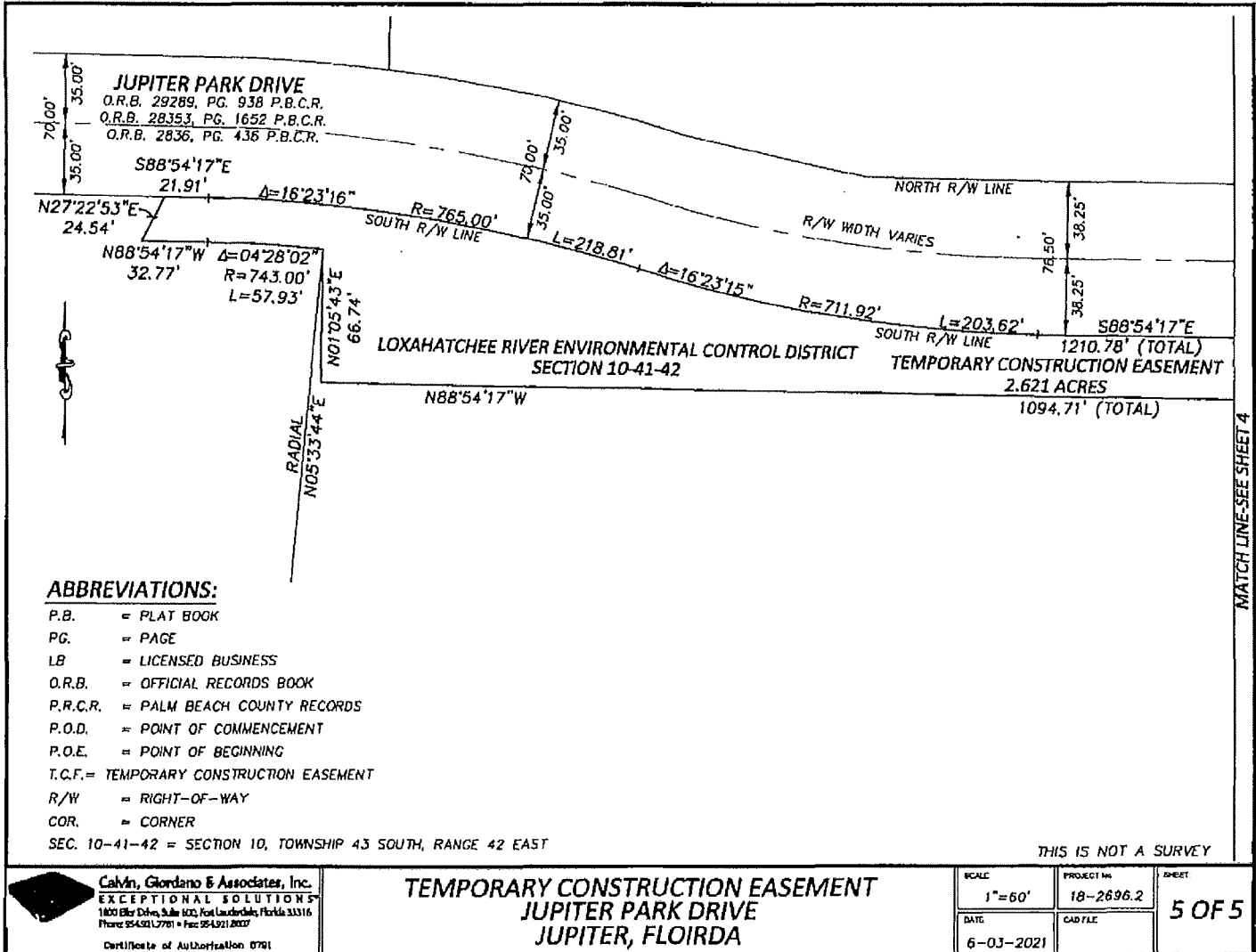
CALVIN, GIORDANO AND ASSOCIATES, INC.

Steven M. Watts
Digitally signed by Steven M. Watts
Date: 2021.06.09 09:38:42 -04'00'

Steven M. Watts
Professional Surveyor and Mapper
Florida Registration Number LS 4588









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: October 16, 2025
SUBJECT: ITB#24-003-00133 Lift Station General Construction Services Contract

As part of the capital improvement budget and during the course of operating and maintaining our system, the District frequently has construction projects whose scope exceeds our abilities to address with the in-house electricians. To address these projects in a timely and efficient manner we use a general construction services contract.

In December 2024, we awarded ITB #24-006-00136 Lift Station General Construction Services to Hinterland Group, Inc. for the second one year term in an amount not to exceed \$500,000.00. Due to the current backlog of work, additional funds are needed to complete identified work through the end of January 2026. This motion is for re-authorization of PO #25-0384 for Hinterland Group, Inc. for an additional \$350,000.00. Total amounts are summarized below.

	<u>Original Authorization</u>	<u>October 2025 Re-Authorization</u>	<u>Total</u>
Hinterland Group, Inc.	\$500,000.00	\$350,000.00	\$850,000.00

Staff recommend the following motion:

“THAT THE DISTRICT GOVERNING BOARD re-authorize PO #25-0384 for Hinterland Group, Inc. for a total not to exceed amount of \$850,000.00.”

Gordon M. Boggie
CHAIRMAN

Kevin L. Baker
BOARD MEMBER

Stephen B. Rockoff
BOARD MEMBER

Dr. Matt H. Rostock
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: Kris Dean, P.E., Deputy Executive Director
Courtney Jones, P.E., Director of Engineering
DATE: October 16, 2025
SUBJECT: ITB#24-006-00136 General Electrician Service Contract

As part of the capital improvement budget and during the course of operating and maintaining our system, the District frequently has construction projects whose scope exceeds our abilities to address with the in-house electricians. To address these projects in a timely and efficient manner we use a general construction services contract.

In March 2025, we awarded ITB #24-006-00136 General Electrician Services to Hinterland Group, Inc. for the second one year term in an amount not to exceed \$250,000. Due to the current backlog of work, additional funds are needed to complete identified work through the end of June 2026. This motion is for re-authorization of PO #25-0661 for Hinterland Group, Inc. for an additional \$250,000.00. Total amounts are summarized below.

	<u>Original Authorization</u>	<u>October 2025 Re-Authorization</u>	<u>Total</u>
Hinterland Group, Inc.	\$250,000.00	\$250,000.00	\$500,000.00

Staff recommend the following motion:

“THAT THE DISTRICT GOVERNING BOARD re-authorize PO #25-0661 for Hinterland Group, Inc. for a total not to exceed amount of \$500,000.00.”

Gordon M. Boggie
CHAIRMAN

Kevin L. Baker
BOARD MEMBER

Stephen B. Rockoff
BOARD MEMBER

Dr. Matt H. Rostock
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: OCTOBER 10, 2025
SUBJECT: FLEET VEHICLE PURCHASE – DIRECT PURCHASE FOR REPLACEMENT OF UNIT 33 FROM DALE EARNHARDT JR. CHEVROLET

In the performance of their duties, field staff utilize a fleet of service trucks. These trucks are integral to the District's ability to operate, inspect, maintain and repair our regional utility system and to perform public education outreach. Unit 33, which is a crane body truck is primarily used to pull pumps at lift stations and other similar tasks, is nearing the end of its useful life and replacement in the immediate future is warranted. The District was recently presented an opportunity to direct purchase a new crane truck to replace Unit 33 at a significant cost savings to the District. Further, the proposed replacement vehicle is from dealer inventory and would be available for immediate purchase and delivery.

In recent years, the purchase cost of similarly equipped vehicles has increased significantly from approximately \$102,000.00 in Fiscal Year 2021 to \$200,000.00 in Fiscal Year 2025. Additionally, the lead time from the issuance of a purchase order to delivery of similar vehicles has increased from approximately 10 months to over 15 months over the same period. While requesting quotations for the fleet vehicles to be purchased in Fiscal Year 2026, representatives from Hendrick Automotive Group advised District Staff that they had multiple 2022 Chevrolet Silverado, 4500 Heavy Duty crane trucks which are similarly equipped at significantly reduced costs and which were available for immediate delivery from a dealership in Tallahassee, Florida. The proposed replacement truck would be a new/unused vehicle with factory warranty of 3-year, 36,000-miles, bumper-to-bumper and a 5-year, 100,000-mile powertrain warranty. A comparison of the cost savings based on the unit costs of the major components for the proposed vehicle and the District's most recent crane truck purchase are summarized below.

	<u>Proposed</u>	<u>Most Recent</u>
• Truck Chassis	\$58,581.64	\$63,565.00
• Utility Crane Body and Options	\$82,062.00	\$137,208.00
• Dealer Discount	(\$50,643.64)	Not Applicable
• Total Price	\$90,000.00	\$200,773.00

Based on the significant price savings, as well as the ability to take immediate delivery of the vehicle it is Staff's recommendation that the District direct purchase new fleet vehicle Unit 64 (Collections, Capital Project R26015) in accordance with the attached vendor quotation. A suggested motion is provided below:

"THAT THE DISTRICT GOVERNING BOARD authorize Staff to direct purchase the fleet vehicle outlined in the attached vendor quotation from Dale Earnhardt Jr. Chevrolet in the amount of \$90,000.00."

Gordon M. Boggie

CHAIRMAN

Kevin L. Baker

BOARD MEMBER

Stephen B. Rockoff

BOARD MEMBER

Dr. Matt H. Rostock

BOARD MEMBER

Dale Earnhardt Jr Chevrolet - TALLAHASSEE, FL



COMMERCIAL

Stock No.

CN71117

Date

10/10/2025

Sales Rep

David Knight

Sales Rep Phone #

(251) 716-2519

CONTACT TO PURCHASE

CUSTOMER INFORMATION

Customer	Kyle Loxahatchee County River District	Email	Jason.pugsley@lrecd.org		
Street		City	JUPITER	State	FL
Contact		Phone	(561) 529-7045	Cell	(561) 529-7045
P.O.#		Fleet Account Number:			

VEHICLE INFORMATION

New/Used	New	Year	2022	Make	Chevrolet	Model / Description	Silverado 4500HD 1WT 4x2 Crew Ca
Mileage	142	Fuel Type		VIN #	1HTKHPVK3NH271117		
Color	SUMMIT WHT				Interior Color	DK ASH SEATS WI	

INSURANCE INFORMATION

Insurer	Policy No.	Agency	Phone	
Street	City	State	Zip	

TRADE-IN INFORMATION

Make / Model		Color		Year		Eng.	
VIN		Mileage		Notes			

TRANSACTION

Items Added				
1	Knapheide Mechanics Body	\$ 82,062.00	1. MSRP	\$ 58,581.64
2			2. Added Equipment	\$ 82,062.00
3			3. Dealer Discount	\$ 50,643.64
4			4. Less Incentives / Rebates	\$
5				
6				
7				
8				
9			5. Total Price	\$ 90,000.00
Purchase Quantity			6. Trade-In	\$
Notes:			7. Net Trade Difference	\$ 90,000.00
			8. Trade Payoff	\$
			9. Dealer Admin	\$
			10. Taxable Sub-Total	\$ 90,000.00
			11. Sales Tax	Rate \$
			12. Registration and Title Fees	\$
			13. Sub-Total	\$ 90,000.00
			14. Less Deposit / Down Payment	\$
			15. Final Amount Due / Financed	\$

Customer Signature	Date	Dealer Signature	Date
--	--	--	--

QUOTE VALID THRU DATE:

"This offer is based on incentives, rates and other conditions that may expire at any time without notice. All offers are subject to vehicle availability, lender's credit approval and lender's other requirements. Customer hereby authorizes this vehicle order, and agrees to the vehicle terms set forth herein."

2022 SILVERADO MEDIUM DUTY 2WD CREW
 GAZ SUMMIT WHITE /V8D
 H2Q DARK ASH/JET BLACK ACCENTS
 ORDER NO. BHVB9G/FRC STOCK NO.
 VIN 1HT KHPV K3 NH271117
 *****13*26503S

GENERAL MOTORS LLC
 RENAISSANCE CENTER
 DETROIT MI 48243-1114
 VEHICLE INVOICE 10D70910475

MODEL & FACTORY OPTIONS	MSRP	INV AMT	FLEET
CC56043 SILVERADO MEDIUM DUTY 2WD 54386.64		49685.04	INVOICE 12/21/23
CAB			SHIPPED 05/29/22
C7R SILVERADO 4500HD MEDIUM DUTY	N/C	N/C	EXP I/T 06/02/22
GVWR, 16,500 LBS.			INT COM 01/05/24
FLT FLEET PROCESS OPTION	N/C	N/C	PRC EFF 01/26/22
FNP FRONT FENDER EXTENSION,	N/C	N/C	KEYS XXXXX XXXXX
PAINTED BODY COLOR			WFP-S QTR OPT-1
FNV WHEELBASE, 175", 60" CA	N/C	N/C	FAN: 000858926
FPF DPF, DIESEL PARTICULATE FILTER 250.00		220.00	BANK: WELLS FARGO
MANUAL REGENERATION			CHG-TO 26-503
IOB CHEVROLET INFOTAINMENT SYSTEM 275.00		242.00	SHIP-TO 59-973
7" DIAGONAL COLOR TOUCHSCREEN			KNAPHEIDE MANUFAC
SELECT BLUETOOTH STREAMING,			RED OAK TX
AM/FM STEREO			
K05 ENGINE BLOCK HEATER 100.00		88.00	SHIP WT: 8440
L5D ENGINE DURAMAX 6.6L DIESEL N/C		N/C	HP: 52.7
TURBO V8, B20-DIESEL COMPATIBLE			GVWR: 16500
MWA TRANSMISSION, 6-SPEED AUTOMATIC N/C		N/C	GAWR.FT: 7000
HIGHWAY SERVICE			GAWR.RR: 10000
N4C 50-STATE EMISSIONS N/C		N/C	NTR: 2.5
R6G 26,000 LBS. GCWR N/C		N/C	CUST PO NUMBER:
R8B GM FLEET PFP CHARGE 0.00		250.00	BRTVW
R9Y FLT-FLEET MAINTENANCE CREDIT 65.00-		57.20-	DAN: ARI
UEH ELECTRICAL SWITCH BANK 675.00		594.00	
PROVISIONS			
UE1 ONSTAR (R) SERVICES & 175.00		154.00	
WI-FI (R) HOTSPOT CAPABLE;			
SEE ONSTAR.COM FOR TERMS			
UZF BACKUP ALARM 140.00		123.20	
VQ2 FLT-FLEET ORDERINGASSISTANCE 0.00		0.00	
VYU SNOW PLOW PREP PACKAGE 570.00		501.60	
XDL TIRES, FRONT HIGHWAY 100.00		88.00	
BLACKWALL			
YAM TIRES, REAR HIGHWAY 200.00		176.00	
BLACKWALL			
066 REAR AXLE, 4.10 RATIO N/C		N/C	
9C2 GOVERNOR, ELECTRIC SPEED 80.00		70.40	
SENSOR 65 MPH			
KNAPHEIDE MANUFACTURING - TX			

** CONTINUED ON PAGE 2 **

DALE EARNHARDT JR. CHEVROLET
 2022 SILVERADO MEDIUM DUTY 2WD CREW
 GAZ SUMMIT WHITE /V8D
 H2Q DARK ASH/JET BLACK ACCENTS
 GENERAL MOTORS LLC
 RENAISSANCE CENTER

10/10/25, 10:32 AM

Invoice 10D70910475 (12/21/2023)

ORDER NO. BHVB9G/FRC STOCK NO. DETROIT MI 48243-1114
VIN 1HT KHPV K3 NH271117 VEHICLE INVOICE 10D70910475
*****13*26503S
MODEL & FACTORY OPTIONS MSRP INV AMT FLEET
** CONTINUED FROM PAGE 1 **

TOTAL MODEL & OPTIONS	56886.64	52135.04	ACT 237	53856.68
DESTINATION CHARGE	1695.00	1695.00		
TIRE WEIGHT TAX		26.64		

TOTAL	58581.64	53856.68	PAY 310	53856.68
-------	----------	----------	---------	----------

INVOICE DOES NOT REFLECT DEALER'S ULTIMATE COST BECAUSE OF MANUFACTURER
REBATES, ALLOWANCES, INCENTIVES, HOLDBACK, FINANCE CREDIT AND RETURN TO
DEALER OF ADVERTISING MONIES, ALL OF WHICH MAY APPLY TO VEHICLE.

DALE EARNHARDT JR. CHEVROLET

KNAPHEIDE TRUCK EQUIPMENT CENTER

KNAPHEIDE TRUCK EQUIPMENT CO - SOUTHEAST
SOUTHEAST LOCATIONS

I N V O I C E
=====

INVOICE: ORJ44065
ORDER: ORJ44065
DATE: 07/22/24

Customer: 31840
DALE EARNHARDT JR CHEVROLET
3127 WEST TENNESSEE STREET

Ship To:
DALE EARNHARDT JR CHEVROLET
3127 WEST TENNESSEE STREET

TALLAHASSEE FL 32304
850-576-4000

TALLAHASSEE FL 32304

Contact: JASON GOSS
P.O. SIGNED QUOTE

Ship Via: POOL DELIVERY

MAKE: CHEVROLET MODEL: 4500 YEAR: 2022 VIN: 1HTKHPVK3NH271117

Start Date: 11/21/23 Req. Date: 07/22/24 FO: TPC\LPC\FPC:

KMS16-9 L3336-23

Knapheide KMS16-09R: 9 ft utility body with torsion box understructure. The body shell is constructed of 14 gauge two-sided A40 Galvanneal steel. The compartment tops and backs are to be a one piece seamless design. All doors, door openings, drip rails, and other exposed steel edges are to be hemmed for strength, safety, and resistance to corrosion. 12 gauge treadplate floor, cargo walls, and compartment tops with return flange on each side and 14 gauge two-sided bolt-on slammable tailgate; 12" high. The doors are constructed of 20 gauge two-sided A40 Galvanneal steel; double paneled. Door latches are automotive quality 3-pt T-handles. The body is completely immersed in electrodeposition gray epoxy prime paint featuring a zinc phosphate precoat and seal for additional corrosion protection. Prime paint is oven cured to provide a hard durable finish. The body is completely undercoated using a water base acrylic.

Cargo Tie Downs: 4 recessed cargo tie-downs installed in cargo floor

Grab Handles: Installed at rear each side

Bumper: Heavy duty work surface crane bumper with integral outrigger tube, thru compartment, and vise plate. Includes a receiver tube rated for 18,000# trailer weight

LED Light Kit: LED stop/tail/turn/backup lights with integrated strobes & built-in reflectivity

KnapLiner: Commercial grade spray-on bed liner applied to cargo floor, sides, compartment tops, bulkhead, tailgate, rear bumper, & entire front of body

Stellar EC4000 Service Crane: 4,000lbs lift capacity (16,000ft-lbs), 20' electric/hydraulic reach, 12V electric planetary winch 15'/min speed single

*** CONTINUED NEXT PAGE ***

KNAPHEIDE
SINCE 1848

KNAPHEIDE TRUCK EQUIPMENT CENTER

KNAPHEIDE TRUCK EQUIPMENT CO - SOUTHEAST
SOUTHEAST LOCATIONS

I N V O I C E
=====

INVOICE: ORJ44065
ORDER: ORJ44065
DATE: 07/22/24

Customer: 31840

DALE EARNHARDT JR CHEVROLET
3127 WEST TENNESSEE STREET

TALLAHASSEE FL 32304
850-576-4000

Contact: JASON GOSS

P.O. SIGNED QUOTE

Ship To:

DALE EARNHARDT JR CHEVROLET
3127 WEST TENNESSEE STREET

TALLAHASSEE FL 32304

Ship Via: POOL DELIVERY

MAKE: CHEVROLET MODEL: 4500 YEAR: 2022 VIN: 1HTKHPVK3NH271117

Start Date: 11/21/23 Req. Date: 07/22/24 FO: TPC\LPC\FPC:

KMS16-9 L3336-23

line speed, double boom design, and double-acting cylinders w/integral counterbalance valves and filters. Crane hook, snatch block, anti-two block device & hydraulic shutdown, 5/16" cable, boom support, wireless remote control (RF) with back up pendant control, and master cutoff switch in crane compartment. Auxiliary battery, stability testing, and chassis spring work included with crane installation

Air Compressor/Generator: Vmac 25 CFM gas powered air compressor with remote start/stop & 3,600 watt generator continuous AC output. Reelcraft 50' x ?" hose reel and roller fairlead through the right rear compartment. FLR system included with compressor

Side Compartments: 44" high with 60" high right front vertical compartment

1st Vertical Side Compartment: 7 drawer unit with 5-3" high drawers, 1-5" and 1-7" high drawers / Gas bottle retainer (2 bottles), vented top & bottom; Full height vertical partition with 3 adjustable divider shelves (curbside)

1st Horizontal Side Compartment: Bolt bin storage unit (street side) / 1 adjustable shelf (curbside)

2nd Vertical Side Compartment: 2 adjustable divider shelf with 4 dividers (street side) / Fixed Shelf (curbside)

Master Locking System: Secures one entire side of compartments with a padlock in one easy motion and acts as a visual theft deterrent

Cab Guard: with punched window

Work Lights: (4) LED work lights wired to up-fitter switch in cab installed (1) left front, (1) right front, & (1) each side facing rear

Strobe Lights: (2) amber LED strobe lights installed in front grill wired to rear amber LED strobe lights in rear taillight assembly

*** CONTINUED NEXT PAGE ***

KNAPHEIDE
SINCE 1848

KNAPHEIDE TRUCK EQUIPMENT CENTER

KNAPHEIDE TRUCK EQUIPMENT CO - SOUTHEAST
SOUTHEAST LOCATIONS

I N V O I C E
=====

INVOICE: 0RJ44065
ORDER: 0RJ44065
DATE: 07/22/24

Customer: 31840

DALE EARNHARDT JR CHEVROLET
3127 WEST TENNESSEE STREET

TALLAHASSEE FL 32304
850-576-4000

Contact: JASON GOSS

P.O. SIGNED QUOTE

Ship To:

DALE EARNHARDT JR CHEVROLET
3127 WEST TENNESSEE STREET

TALLAHASSEE FL 32304

Ship Via: POOL DELIVERY

MAKE: CHEVROLET MODEL: 4500 YEAR: 2022 VIN: 1HTKHPVK3NH271117

Start Date: 11/21/23 Req. Date: 07/22/24 FO: TPC\LPC\FPC:

KMS16-9 L3336-23

Compartment Lights: Installed in each compartment except bottle gas compartment

Outrigger: Manual out / manual down outriggers

Backup Alarm: 97 db audible alarm

Trailer Plug: 7-way flat trailer plug installed

Backup Camera: Install OEM backup camera

Finish Paint: Boy interior/exterior painted single stage to match cab

KMT FREIGHT

REMIT TO:

KNAPHEIDE TRUCK EQUIPMENT SOUTHEAST
510 THORPE RD
ORLANDO FL 32824

TERMS: N30

Subtotal 68,385.00

Sales Tax 0.00

TOTAL 68,385.00

KNAPHEIDE
SINCE 1848

Dealer/Service Agent transition to a new IVH version is planned for October 20th. In the meantime, Global Connect will link to the old URL/version for both GM and Dealer users. This IVH version is for the stand-alone application and does not involve the IVH screens integrated into Global Warranty Management (GWM) at this time.

CUSTOMER

View Vehicle Build

This screen allows IVH users to view the initial build information on the selected VIN including option codes with descriptions (where available).

Vehicle Information

VIN: 1HTKHPVK3NH271117
Service Contracts and Subscriptions: No
Order Type: 50 - FLEET
Field Actions: [0 Open](#)

Model: CC56043-2022 SILVERADO MEDIUM DUTY CREW CAB
Branded Title: No Warranty Block: No PDI Status: Yes
Mobile Service Plus: No

REQUEST ANOTHER VIN

- For this vehicle:
- [View Vehicle Summary](#)
 - Service Contract
 - Branded Title
 - Warranty Block
 - [View Vehicle Build](#)
 - [View Vehicle Component Summary](#)
 - [View Vehicle Transaction History Detail](#)
 - [View Vehicle Delivery Information](#)
-
- [Investigate Major Assembly History](#)
 - [GM Warranty Job Aid](#)

Vehicle Build

Model: CC56043 - 2022 SILVERADO MEDIUM DUTY CREW CAB
Gross Vehicle Weight: 0

Order Number: BHVB9G
Build Date: 05/25/2022
Build Plant: H

Option Codes

*IVH is not the definitive source of GM Vehicle RPO information and is intended for service reference only. Should there be any questions about the vehicle's original build or RPO information please refer to the original vehicle invoice or window sticker.

01U - PAINT SCHEME, STYLE 1	066 - REAR AXLE, 4.10 RATIO
1SZ - OPTION PACKAGE DISCOUNT	1WT - 1WT PACKAGE
4D7 - INTERIOR TRIM	719 - SEAT BELT, BLACK
7Y7 - BATTERIES, HEAVY-DUTY DUAL 1100 COLD CRANKING AMPS	8E8 - BUMPER, FRONT, BLACK
9C2 - GOVERNOR, ELECTRIC SPEED SENSOR 65 MPH	9L3 - SPARE TIRE DELETE
9L7 - UPFITTER SWITCHES	A31 - WINDOWS, POWER
A68 - SEAT 60/40 REAR FOLDING BENCH	AE7 - SEATS - FRONT 40/20/40 SPLIT BENCH, CLOTH
AKP - GLASS, SOLAR ABSORBING	AU3 - POWER DOOR LOCKS
AY0 - AIRBAGS	B3P - BAILMENT/UPFITTER IDENTIFIER
BG9 - FLOOR COVERING, RUBBERIZED-VINYL	C67 - AIR CONDITIONING, SINGLE-ZONE
C7R - SILVERADO 4500HD MEDIUM DUTY GVWR, 16,500 LBS.	C99 - AIRBAG DEACTIVATION SWITCH FRONTAL PASSENGER-SIDE
DF2 - CAMPER STYLE EXTERIOR MIRRORS	E01 - ASSIST STEPS
E2C - ORDER TO DELIVERY - EXPEDITE	EF7 - COUNTRY CODE, U.S.A.
F0C - AXLE TO END OF FRAME, 49"	FHX - FUEL, DIESEL
FK6 - FRONT SUSPENSION, 7,000 LBS.	FLT - FLEET PROCESS OPTION
FN1 - REAR AXLE, 10,000 LB.	FPF - FRONT FENDER EXTENSION, PAINTED BODY COLOR
FNV - WHEELBASE, 175", 60" CA	FPP - DPF, DIESEL PARTICULATE FILTER MANUAL REGENERATION
FTA - FRONT AXLE, 7,000 LBS.	FTO - AXLE LUBRICANT, REAR
GAZ - SUMMIT WHITE	GR3 - REAR SUSPENSION, 11,000 LB.
H2Q - DARK ASH/JET BLACK ACCENTS	IOB - CHEVROLET INFOTAINMENT SYSTEM 7" DIAGONAL COLOR TOUCHSCREEN SELECT BLUETOOTH STREAMING, AM/FM STEREO
J22 -	J48 - BRAKES, HYDRAULIC, HEAVY DUTY
J69 - BRAKE, PARKING	JL1 - TRAILER BRAKE CONTROLLER
K05 - ENGINE BLOCK HEATER	K34 - CRUISE CONTROL
K40 - EXHAUST BRAKE	KBK - TRANSMISSION SHIFT CONTROL CALIBRATION
KHB - ALTERNATORS, DUAL, 150 AMPS & 220 AMPS EACH	L5D - ENGINE DURAMAX 6.6L DIESEL TURBO V8, B20-DIESEL COMPATIBLE
MAH - NORTH AMERICAN MKT	MWA - TRANSMISSION, 6-SPEED AUTOMATIC HIGHWAY SERVICE
N12 - EXHAUST SYSTEM, REAR EXIT	N2L - FUEL TANK, REAR ONLY, 40 GALLON
N33 - STEERING COLUMN	N4C - 50-STATE EMISSIONS
N4E - 50-STATE EMISSION	NAV - PLANT CODE, NAVISTAR

NK5 - STEERING WHEEL	P0D - GRILLE GUARD SCREEN
PD7 - WHEEL, SPARE DELETE	PTX - POWER TAKE-OFF (PTO) , NOT INSTALLED
PWQ - WHEELS, 19.5" STEEL, PAINTED BLACK	R6A - FLT-ARI IDENTIFIER
R6G - 26,000 LBS. GCWR	R7M - 4500HD SERIES
R8B - GM FLEET PFP CHARGE	R9N - VOMS PROCESSING OPTION
R9Y - FLT-FLEET MAINTENANCE CREDIT	SFW - CALIBRATION BACK UP ALARM
TR1 - LAMPS, REAR, STOP/TURN/BACKUP W/ LICENSE PLATE LIGHT	TRW - PROVISIONS-ROOF MOUNTED LAMP
U01 - ROOF MARKER LAMPS	U04 - HORN, SINGLE-NOTE
U2J - DELETE XM RADIO	U73 - ANTENNA - FIXED MAST
UDC - DRIVER INFORMATION CENTER	UE1 - ONSTAR (R) SERVICES & WI-FI (R) HOTSPOT CAPABLE; SEE ONSTAR.COM FOR TERMS
UEH - ELECTRICAL SWITCH BANK PROVISIONS	UMN - SPEEDOMETER
UNL - AUXILIARY HARNESS, 3' FOR HEADLAMPS/TURN SIGNALS	UQ3 - AUDIO SYSTEM - 6 SPEAKER
UVC - REAR VISION CAMERA	UY7 - TRAILERING WIRING PROVISIONS
UZF - BACKUP ALARM	V8D - VEHICLE STATEMENT US
VK3 - FRONT LICENSE PLATE BRACKET	VQ2 - FLT-FLEET ORDERINGASSISTANCE
VT7 - OWNERS MANUAL ENGLISH	VV4 - WI-FI (R) HOTSPOT CAPABLE; (SUBJECT TO TERMS SEE ONSTAR. COM)
VWX - GRILLE, BASE	VXT - ***INCOMPLETE VEHICLE***
VYU - SNOW PLOW PREP PACKAGE	WMW - VIN MODEL YEAR 2022
X88 - CHEV CONVERSION CODE	XDL - TIRES, FRONT HIGHWAY BLACKWALL
XL7 - FREQUENCY RATING	YAM - TIRES, REAR HIGHWAY BLACKWALL
YK6 - IDENTIFICATION (SEO)	ZY1 - SOLID PAINT

Added Option Codes

Vehicle has no current record of SAIO codes.

Global Warranty Management: [Site Map](#)

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LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

To: LRD Administrative Committee
From: Kara Fraraccio, Director of Finance and Administration
Date: October 10, 2025
Subject: Public Records, Record Retention, and Disposition Policy Update

As part of our scheduled policy review, staff have systematically reviewed the Public Records, Record Retention, and Disposition Policy. The last revision to this policy was approved by the Governing Board in October 2020. Following this memo, you will find the draft Public Records, Record Retention, and Disposition Policy with recommended revisions shown using track changes. The most significant revision to the policy is updating the language on Public Records Training, accounting for the Governing Board members statutory requirement to obtain four (4) hours of annual ethics training mandated by section 112.3142, Florida Statutes, which includes instruction on the Public Records and Sunshine Laws.

At this time, I request the Governing Board approve the following motion:

“THAT THE DISTRICT GOVERNING BOARD ratify and approve the attached Public Records Record Retention and Disposition Policy, effective October 17, 2025, and authorize the Executive Director to update the Public Records Record Retention and Disposition Policy from time to time and periodically present it to the Governing Board for ratification and approval.”

Gordon M. Boggie
CHAIRMAN

Kevin L. Baker
BOARD MEMBER

Stephen B. Rockoff
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

	LOXAHATCHEE RIVER DISTRICT	Doc No:	LRD-POL-FIN-03.00
		Effective Date	10/4617/20202025
		Revision History:	New
Author: Kara Fraraccio		Revision No.	42
		Review Date:	10/20252030
		Issuing Department: Finance and Administration	Page 1 of 4

PUBLIC RECORDS, RECORD RETENTION, AND DISPOSITION POLICY

Purpose

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

Policy

General Policy

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

Custodian of Records

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

Records Retention

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

Electronic Records

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

Disposal of Public Records

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

Date Approved by Governing Board: 10/4516/20202025

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

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

Records Request

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

Exemptions to Public Records

Not all information found in Public Records is necessarily subject to dissemination or release. For example, employee personnel files are Public Records, however, information such as social

security numbers are protected and are not to be released. District employees must refer to Florida Statutes and the Government-In-The-Sunshine Manual to determine if records are exempt from disclosure. Documents that contain protected sensitive material will be Redacted and the document will then be released to satisfy the public records request.

Public Records Training

Governing Board Members fulfill their statutory requirement through the four (4) hours of annual ethics training mandated by section 112.3142, Florida Statutes, which includes instruction on the Public Records and Sunshine Laws.

Although Florida law does not require formal employee training on the Public Records Act, it is recognized as a best practice to provide periodic instruction to ensure compliance and reduce risk. Accordingly, the District requires the following:

- Records Management Liaison Officer (RMLO): The RMLO will complete training in public records management at least once every two years. The RMLO is also responsible for coordinating internal training opportunities and promoting compliance with Chapter 119, Florida Statutes.
- Division Directors, Department Managers, and Key Staff: These employees will participate in refresher training on the Public Records Act at least once every four years, or more frequently if determined necessary by the RMLO.
- Annual Sunshine Manual Distribution: Each year, the RMLO will download the latest version of the Florida Attorney General's Government-in-the-Sunshine Manual and distribute it by email to all District Governing Board Members and staff. This annual communication will (1) remind staff of the District's Public Records Act policy, (2) reinforce the legal requirement to comply with Chapter 119, and (3) identify the RMLO as the point of contact for any public records questions.

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

Definitions

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

- A. Electronic Communication: All communications, regardless of the technology or means of transmission, sent electronically from one device to another. This includes e-mail, text messages, multimedia/picture messages, and social media records.
- B. Employee: With respect to this policy, an employee is defined as all persons who are full-time or part-time employees of the District, including the District Governing Board members, and also includes any non-paid volunteers, interns, and appointees to any District advisory board or committee subject to the Florida Sunshine Law.

- C. Exempt/Exemption: A provision designated as “exempt” by applicable statute which provides that a specified record, or portion thereof, is not subject to the access requirements.
- D. Florida Public Records Act: Chapter 119, Florida Statutes also known as the “Public Records Law”.
- E. Public Record: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. This definition is interpreted to include any material prepared in connection with official District business which is intended to perpetuate, communicate, or formalize knowledge of some type. For example, computer records, e-mails, social media posts, tape recordings, text messages, and voicemails created or transmitted in connection with the transaction of official business, regardless if the communications were sent from a District-owned device or a privately owned device.
- F. Records Management Liaison Officer: serves as a point of contact for public records requests and files annual compliance reports to the State of Florida. The Director of Finance and Administration is designated as the Records Management Liaison Officer for the District.
- G. Redact/Redaction: The act of censoring all or part of a record to obscure or excise exempt or confidential information contained therein, thereby preventing public disclosure of the protected content.
- H. Transitory Message: A record or records created primarily to communicate information of short-term value based upon the content and purpose of the message. Examples of transitory messages include, but are not limited to, reminders to employees about scheduled meetings or appointments; most telephone messages (whether in paper, voice mail, or other electronic form). Transitory messages are not intended to formalize or perpetuate knowledge and do not set policy, establish guidelines or procedures, certify a transaction, or become a receipt.

Relevant Procedures

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

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

Policy Questions

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



Fixed Asset Disposal

No Fixed Assets are presented for disposal this month.





Change Orders

No Change Orders are presented
for Board consideration this month.



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LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

TO: D. Albrey Arrington, Ph.D., Executive Director
FROM: Kris Dean, P.E., Deputy Executive Director
DATE: October 7, 2025
SUBJECT: 2500 Jupiter Park Drive site and Collection System/Transmission and Treatment Systems Risk and Resilience Assessment

In September 2024 the Board authorized the Executive Director to enter into an agreement with Carollo Engineers, Inc. to assess the overall resilience of its wastewater system, including 2500 Jupiter Park Drive, the wastewater collection/transmission and the treatment systems and the 2500 Jupiter Park Drive site. The proposed approach to the Risk and Resilience Assessment (RRA) of the District's wastewater system followed the approach outlined in the America's Water Infrastructure Act (AWIA). While compliance with AWIA is only a requirement for water utilities, the assessment methodologies are equally applicable to wastewater systems and draw on similar standards to assess system resilience. The final project deliverable, the RRA and Risk Management Technical Memorandum (TM) for the wastewater system outlines the risks and resilience to the system and is being presented to the Board at the October 16, 2025 Governing Board Meeting. The risk assessment draws on all parts of the wastewater system to provide adequate resilience for *all hazards*, including malevolent acts and natural hazards.

The RRA considered the physical security, operational procedures, wastewater system configuration, cybersecurity, and other relevant factors that contribute to the overall reliability and resilience of the wastewater system assets based on applicable guidelines from the following American Water Works Association (AWWA) guidance documents, standards and resources, among others:

- Risk and Resilience of Water and Wastewater Systems AWWA J100-10
- Security Practices for Operation and Maintenance, AWWA G430-14
- Emergency Preparedness Practices, AWWA G440-17
- Source Water Protection, AWWA G300
- M19: Emergency Planning for Water and Wastewater Utilities
- Emergency Power Source Planning for Water and Wastewater
- AWWA Cybersecurity Guidance and Use-Case Tool

Gordon M. Boggie

Kevin L. Baker

Stephen B. Rockoff

Dr. Matt H. Rostock

Following acceptance of the Final RRA Report, Staff will use the Risk Management TM's Summary of Findings (refer to Appendix E) to guide the upcoming 2026 Rate Study efforts including planning efforts for a long term wastewater master plan, hazard-specific mitigation plans, and a security specific master plan to address risk mitigation including packages with a Benefit Cost Ratio > 1.00 as defined in Table 8 of the Risk Management TM,

Because of the sensitive nature of the report contents the report and technical memorandum will be provided separately to Board Members.

Staff recommend the following motion:

“THAT THE DISTRICT GOVERNING BOARD accept the Final Risk and Resilience Assessment and Risk Management Technical Memorandum presented by Carollo Engineer's, Inc. and direct Staff to proceed with planning efforts as defined in the Risk Management Technical Memorandum Summary of Findings.”



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: October 7, 2025
SUBJECT: ITB 25-010-00149/Lateral Lining – Center Street Corridor – Reject All Bids

As part of the District's rehabilitation and replacement program we routinely use lining services which install a structural pipe liner within existing service laterals. Gravity service laterals within the Center Street corridor have been identified as a priority based on material of construction, age and potential roadway improvements upcoming by Palm Beach County.

On September 30, 2025 the District received three (3) bids for the referenced work as summarized below and the attached Bid Tab.

LMK Pipe Renewal	\$4,258,200.00 - Corrected
BLD Services	\$4,473,850.00
Hinterland Group	\$5,795,600.00

During the Bid evaluation staff determined inconsistencies with the materiality of the bids which impacted the means and methods and the final product provided under the contract. Based on this determination, Staff determined that it is in the District's best interest to reject all bids, revise the bidding documents for clarity on means and methods and components of the final product and re-bid the project.

Staff recommend the following motion:

"THAT THE DISTRICT GOVERNING BOARD reject all bids received for ITB 25-010-00149/Lateral Lining - Center Street Corridor."

Gordon M. Boggie
CHAIRMAN

Kevin L. Baker
BOARD MEMBER

Stephen B. Rockoff
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

				BLD Services, Inc.		LMK Pipe Renewal, LLC		Hinterland	
Item	Description	Qty	Unit	Unit Cost	Sub Total	Unit Cost	Sub Total	Unit Cost	Sub Total
General Conditions									
1	Mobilization & Demobilization	1	LS	\$200,000.00	\$200,000.00	\$12,000.00	\$12,000.00	\$150,000.00	\$150,000.00
2	Bonds and Insurance	1	LS	\$10,000.00	\$10,000.00	\$88,550.00	\$88,550.00	\$110,000.00	\$110,000.00
CIPP Lateral Lining									
Lift Station 011 System									
3	LS011 System - Maintenance of Traffic	1	LS	\$1,000.00	\$1,000.00	\$100.00	\$100.00	\$15,000.00	\$15,000.00
4	LS011 System - CIPP Lateral Lining, 8" to 10" full circle main connection, 4" or 6" x 4.5 mm lateral piping, minimum 30 LF of lateral (all depths)	30	EA	\$4,900.00	\$147,000.00	\$4,800.00	\$144,000.00	\$6,150.00	\$184,500.00
5	LS011 System - CIPP Lateral Lining, 4" or 6" x 4.5 mm lateral piping, beyond 30 LF of lateral (all depths)	260	LF	\$10.00	\$2,600.00	\$30.00	\$7,800.00	\$110.00	\$28,600.00
6	LS011 System - Bypass Pumping	1	LS	\$100.00	\$100.00	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00
Lift Station 012 System									
7	LS012 System - Maintenance of Traffic	1	LS	\$25,000.00	\$25,000.00	\$3,400.00	\$3,400.00	\$30,000.00	\$30,000.00
8	LS012 System - CIPP Lateral Lining, 8" to 10" full circle main connection, 4" or 6" x 4.5 mm lateral piping, minimum 30 LF of lateral (all depths)	337	EA	\$4,900.00	\$1,651,300.00	\$4,800.00	\$1,617,600.00	\$6,150.00	\$2,072,550.00
9	LS012 System - CIPP Lateral Lining, 4" or 6" x 4.5 mm lateral piping, beyond 30 LF of lateral (all depths)	180	LF	\$10.00	\$1,800.00	\$30.00	\$5,400.00	\$110.00	\$19,800.00
10	LS012 System - Bypass Pumping	1	LS	\$100.00	\$100.00	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00
Lift Station 014 System									
11	LS014 System - Maintenance of Traffic	1	LS	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$15,000.00	\$15,000.00
12	LS014 System - CIPP Lateral Lining, 8" to 10" full circle main connection, 4" or 6" x 4.5 mm lateral piping, minimum 30 LF of lateral (all depths)	12	EA	\$4,900.00	\$58,800.00	\$4,800.00	\$57,600.00	\$6,150.00	\$73,800.00
13	LS014 System - CIPP Lateral Lining, 4" or 6" x 4.5 mm lateral piping, beyond 30 LF of lateral (all depths)	160	LF	\$10.00	\$1,600.00	\$30.00	\$4,800.00	\$110.00	\$17,600.00
14	LS014 System - Bypass Pumping	1	LS	\$100.00	\$100.00	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00

Lift Station 027 System									
15	LS027 System - Maintenance of Traffic	1	LS	\$40,000.00	\$40,000.00	\$5,100.00	\$5,100.00	\$30,000.00	\$30,000.00
16	LS027 System - CIPP Lateral Lining, 8" to 10" full circle main connection, 4" or 6" x 4.5 mm lateral piping, minimum 30 LF of lateral (all depths)	464		\$4,900.00	\$2,273,600.00	\$4,800.00	\$2,227,200.00	\$6,150.00	\$2,853,600.00
17	LS027 System - CIPP Lateral Lining, 4" or 6" x 4.5 mm lateral piping, beyond 30 LF of lateral (all depths)	905	EA	\$10.00	\$9,050.00	\$30.00	\$27,150.00	\$110.00	\$99,550.00
18	LS027 System - Bypass Pumping	1	LS	\$100.00	\$100.00	\$1,000.00	\$1,000.00	\$6,500.00	\$6,500.00
Lift Station 190 System									
19	LS190 System - Maintenance of Traffic	1	LS	\$1,000.00	\$1,000.00	\$1,700.00	\$1,700.00	\$2,500.00	\$2,500.00
20	LS190 System - CIPP Lateral Lining, 8" to 10" full circle main connection, 4" or 6" x 4.5 mm lateral piping, minimum 30 LF of lateral (all depths)	10	EA	\$4,900.00	\$49,000.00	\$4,800.00	\$48,000.00	\$6,150.00	\$61,500.00
21	LS190 System - CIPP Lateral Lining, 4" or 6" x 4.5 mm lateral piping, beyond 30 LF of lateral (all depths)	60	LF	\$10.00	\$600.00	\$30.00	\$1,800.00	\$110.00	\$6,600.00
22	LS190 System - Bypass Pumping	1	LS	\$100.00	\$100.00	\$1,000.00	\$1,000.00	\$3,500.00	\$3,500.00
				Total Base Bid:	\$4,473,850.00	Total Base Bid:	\$4,258,200.00	Total Base Bid:	\$5,795,600.00
Alternate Bid Items									
A-1	Furnish & Install 4" Single Clean-Out	1	EA	\$2,750.00	\$2,750.00	\$5,600.00	\$5,600.00	\$3,400.00	\$3,400.00
A-2	Furnish & Install 6" Double Clean-Out	1	EA	\$3,500.00	\$3,500.00	\$9,500.00	\$9,500.00	\$4,800.00	\$4,800.00
A-3	Install Sod (St. Augustine)	1	EA	\$14.00	\$14.00	\$27.00	\$27.00	\$8.00	\$8.00
A-4	Concrete Sidewalk Replacement	1	EA	\$300.00	\$300.00	\$130.00	\$130.00	\$95.00	\$95.00
A-5	Asphalt Sidewalk Replacement	1	EA	\$125.00	\$125.00	\$150.00	\$150.00	\$110.00	\$110.00
A-6	Concrete Driveway Replacement	1	EA	\$315.00	\$315.00	\$160.00	\$160.00	\$125.00	\$125.00
A-7	Paver Brick Driveway Replacement	1	EA	\$200.00	\$200.00	\$180.00	\$180.00	\$200.00	\$200.00
A-8	Dewatering	1	EA	\$3,500.00	\$3,500.00	\$5,950.00	\$5,950.00	\$3,400.00	\$3,400.00
A-9	Heavy Cleaning (including root removal and/or tuberculation removal)	10	LF	\$25.00	\$250.00	\$85.00	\$850.00	\$20.00	\$200.00



LOXAHATCHEE RIVER DISTRICT

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D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

TO: GOVERNING BOARD
FROM: D. ALBREY ARRINGTON, Ph.D.
DATE: OCTOBER 8, 2025
SUBJECT: RENEWAL OF CELL TOWER LEASE AGREEMENT

In 1997 the District entered into an [agreement](#) with Sprint to lease 2,500 ft² (50'x50') of land at 2500 Jupiter Park Drive for a cell tower. The land is located approximately at the midpoint of our west property line adjacent to a drainage ditch. The lease was for 20 years (ten years plus two 5-year renewals). Since the original contract, the cell tower lease has been taken over by Crown Castle International Corp., and the agreement was [amended](#) to increase the term to 30 years (ten years plus four 5-year renewals). Rent payments were required to be pre-paid in 5-year blocks with total rent payments equal to \$1,458,208.38 for the entire 30-year period. This agreement is set to expire on April 17, 2027, but Crown Castle International Corp. has indicated their desire to renew this agreement.

Mr. Shenkman, using input from Crown Castle and me, has drafted the attached Amended and Restated Cell Tower Lease Agreement. Core elements of the draft lease agreement are:

- A. Term – extend the term for an additional 20 years with expiration on 9/30/2047.
- B. Define leased footprint “Premises” as 2,450 square feet (already occupied)
- C. Clarifies that access to “Premises” will be controlled by the District in accordance with District security policies
- D. Rent:
 - a. Prepaid in 5-year blocks
 - b. Hold annual rent payment steady at \$75,082.92 for first 8 years
 - c. Beginning 10/1/2035 and each subsequent year increase rent annually by 3.5%.
 - d. Cumulative rent payments will equal \$1,769,541.82 through 9/30/2047
 - e. If an additional tenant collocates on the tower, Crown Castle will pay additional rent equivalent to 30% of the rent they collect from the additional tenant.
 - f. Clarified that the monopole and all appurtenances, including foundation, will be removed by the Tenant upon the termination or expiration of this agreement.

I am awaiting feedback from Crown Castle regarding the draft lease agreement. If I receive their feedback in time to be considered at our Board Meeting, I will notify you and may bring a recommended motion for your consideration.

Gordon M. Boggie
CHAIRMAN

Kevin Baker
BOARD MEMBER

Stephen B. Rockoff
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

Amended and Restated Cell Tower LEASE AGREEMENT

THIS AMENDED AND RESTATED LEASE AGREEMENT is entered into this ____ day of _____, 2025, to become effective immediately upon execution by the parties, between the Loxahatchee River Environmental Control District, ("**District**") having an office located at 2500 Jupiter Park Drive, Jupiter, Florida 33458; and **STC Five LLC**, a Delaware Limited Liability Company, ("**Tenant**") successor in interest to Sprint Spectrum L.P. ("SSLP"), a Delaware limited partnership by and through its attorney in fact, Global Signal Acquisitions III LLC, a Delaware limited liability company, with its principal place of business located at c/o Crown Castle USA Inc., Attention: Legal – Real Estate Department, 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

Whereas, District and Tenant are parties to that certain Lease Agreement (the "**Original Agreement**") dated April 18, 1997 (the "**Effective Date**"), covering certain real property, together with an easement for ingress, egress and utilities thereto, being more particularly described in the "**Original Exhibit A**", attached hereto.

Whereas, District and Tenant entered into that certain First Amendment to Lease Agreement dated October 18, 2007 (the "**First Amendment**") and together with the Original Agreement is referred to collectively as the "**Agreement**".

Whereas the Agreement has an original term, including all extension terms, that will terminate on April 17, 2027 (the "**Original Term**") and the parties desire to Amend and Restate the Agreement and extend the Original Term and other amendments set forth herein.

RECITALS. WHEREAS, Tenant is a provider of telecommunications facilities and services and wishes to locate its facilities on a site owned by the District. The District wishes to enhance its communications in connection with its utility operations and for District purposes, consistent with Chapter 2021- 249, Laws of Florida. The Parties wish to enter into this Agreement for the Lease of the District's property for the installation and placement of telecommunications facilities.

1. **PREMISES AND USE.** District leases to Tenant the real property consisting of approximately 2450 square feet of land (hereinafter referred to as "Premises"). The location and legal description of the Premises and the Site are shown on Original Exhibit A, which is amended by substituting it with "**Amended Exhibit A**" attached hereto. The Premises will be used by Tenant for the purpose of installing, removing, replacing, maintaining and operating, at its sole expense, a personal communications service system facility, or other electronic signal transmission device or technology, including, tower structures, foundations, related antenna equipment, antenna support structures, fencing, cabinets, meter boards, buildings, cables, fiber, appurtenances and fixtures, including but not limited to the FPL power cables and communications cables that are on the District's property solely to serve the Premises (hereinafter referred to specifically as "Monopole" and collectively as "**Improvements**"). Tenant's Improvements to or use of the Premises must not impair or constrain the drainage function of the existing ditch on the west side of the Premises or access to the existing gravel road on the east side of the Premises.

1.1 **ACCESS TO PREMISES.** Access to the Premises shall be subject to the sole control of the District through gates and internal roads located and maintained by the District. The District is currently working on significant expansions and additions to the property and the plant site equipment, therefore the location of the gates and/or internal roads to the Premises can be changed from time and time in the sole and absolute discretion of the District.

2. TERM. The Term of this Agreement (the "Initial Term") shall commence on the Effective Date of this Agreement and shall run for a period of ten (10) years. This Agreement will be automatically renewed for eight (8) additional terms (each a "Renewal Term") of five (5) years each as set forth herein, unless either party provides notice of its intention not to renew not less than three hundred sixty (360) days prior to the expiration of the Initial Term or the then current Renewal Term. If all such options to extend are exercised, then the final expiration of this Agreement shall occur on April 17, 2047 ("**Extended Term**").

3. RENT. Rent will commence on the Effective Date and shall be paid in advance for five years of the Initial Term within thirty (30) days of the Effective Date. The first year annual rent will be TWENTY SIX THOUSAND DOLLARS AND NO CENTS (\$26,000.00). During the Original Term, the annual rent for the remaining Initial Term and each Renewal Term shall be the annual rent in effect for the previous year of the Initial Term or prior Renewal Term, as the case may be, increased by four percent (4%) compounded annually, and shall be payable five years in advance; thus, ONE HUNDRED THIRTY THOUSAND DOLLARS AND NO CENTS (\$130,000.00) is due to the District within thirty (30) days of the Effective Date for the first five years of the Initial Term. During the Extended Term, the Rent shall be as specified below. As an inducement to District making, executing and delivering the Original Agreement, Tenant paid the sum of \$2500.00 to the Friends of the Loxahatchee River, a not for profit organization which has been instrumental in helping the District in its negotiations and whose advice and counsel has been beneficial to the District. The one time payment of \$2500.00 is in consideration of services rendered and to be rendered by the Friends, and this amount was paid by Tenant to the Friends contemporaneous with the payment of Rent for the Initial Term.

3.1. REMAINDER OF THE INITIAL TERM RENT (YEARS 6 THROUGH 10). Rent for the remainder of the Initial Term is \$158,164.35. Tenant will pay this sum to District on or before the start of the sixth year of the Initial Term.

3.2. FIRST RENEWAL TERM RENT (YEARS 11 THROUGH 15). Rent for the First Renewal Term is \$192,431.75. Tenant will pay this sum to District on or before the first day of the First Renewal Term.

3.3. SECOND RENEWAL TERM RENT (YEARS 16 THROUGH 20). Rent for the Second Renewal Term is \$253,616.66. Tenant will pay this sum to District on or before the first day of the Second Renewal Term.

3.4. THIRD RENEWAL TERM RENT (YEARS 21 THROUGH 25). Rent for the Third Renewal Term is \$308,563.57. Tenant will pay this sum to District on or before the first day of the Third Renewal Term.

3.5. FOURTH RENEWAL TERM RENT (YEARS 26 THROUGH 30). Rent for the Fourth Renewal Term is \$375,414.77. Tenant will pay this sum to District on or before the first day of the Fourth Renewal Term.

3.6. GAP TERM BEFORE FIFTH RENEWAL TERM. From April 18, 2027 through September 30, 2027, Rent for the Gap Term is \$34,147.30. Tenant will pay this sum to District on or before the first day of the Gap Term.

3.7. FIFTH RENEWAL TERM RENT (OCTOBER 1, 2027 THROUGH SEPTEMBER 30 2032). Rent for the Fifth Renewal Term is \$375,414.77. Tenant will pay this sum to District on or before the first day of the Fifth Renewal Term.

3.8. SIXTH RENEWAL TERM RENT (OCTOBER 1, 2032 THROUGH SEPTEMBER 30 2037). Rent for the Sixth Renewal Term is \$383,390.44. Tenant will pay this sum to District on or before the first day of the Sixth Renewal Term.

3.9. SEVENTH RENEWAL TERM RENT (OCTOBER 1, 2037 THROUGH SEPTEMBER 30 2042). Rent for the Seventh Renewal Term is \$446,402.81. Tenant will pay

this sum to District on or before the first day of the Seventh Renewal Term.

3.10. EIGHTH RENEWAL TERM RENT (OCTOBER 1, 2042 THROUGH SEPTEMBER 30 2047). Rent for the Eighth Renewal Term is \$530,186.50. Tenant will pay this sum to District on or before the first day of the Eighth Renewal Term

4. Design and Placement of Monopole and Improvements. The Monopole shall be constructed in the center (or such other location as may be mutually determined by the parties) of an 70' by 35' Site ("Site"), which is ground leased by the District to Tenant as the Premises. After the District and Tenant agree upon the Site for the Monopole and other Improvements, they will mutually agree on the design and placement of the Monopole and other Improvements on the Site. Tenant shall design the one hundred fifty foot (150') Monopole and other Improvements on the Site with sufficient capacity to allow for use by at least two other third parties and the District. Within sixty (60) days after the District and Tenant agree on a Site for the Monopole and other Improvements, Tenant shall give the District four (4) sets of plans and specifications ("Plans") showing the proposed design of the Monopole and other Improvements. The Plans will include a survey and legal description showing where the Monopole and other Improvements will be constructed and installed at the Site. Tenant will pay for the Plans and the Survey. The District has thirty (30) working days after receipt of the Plans to review and approve them or to request reasonable modifications to the Plans. Tenant shall accommodate all reasonable requests by the District, including aesthetics and location of the Improvements on the Site. The District will grant or deny its final approval of the Plans in writing within thirty (30) working days after Tenant submits revised Plans reflecting modifications requested by the District. If Tenant and the District are unable to reach agreement on the Plans, the parties shall have no obligations to each other as to the Site. The District grants to Tenant, its agents, employees and independent contractors, the right to enter upon the Site at all reasonable hours to perform field-work necessary to use and operate the Premises, so long as the District has (24) hours prior written notice of the same and such party has necessary insurance required by the District naming the District as an additional insured. Anyone accessing the Premises shall provide said 24 hours prior written notice and government issued identification and provide such other security related information, as may be further specified in the District's Security policies as may be amended from time to time.

5. Construction of Monopole and other Improvements. After Tenant and the District agree on the Plans, Tenant will apply for and obtain all permits or other approvals, including but not limited to zoning, required by state law and local laws, rules, regulations, ordinances (the "Approvals") as a condition for the construction of the Monopole and other Improvements. The District will reasonably cooperate with and assist Tenant in obtaining the Approvals. The District will promptly sign all applications and other papers which must be signed by the owner of the Site in order for Tenant to obtain the Approvals. Tenant will pay all costs of obtaining the Approvals, and all costs of constructing and installing the Monopole and other Improvements. Tenant shall obtain both a payment and performance bond in accordance with Florida Statutes 255.05 et. al., for all work performed at the Site. Tenant shall construct the Monopole and other Improvements in a good and workmanlike manner, and will comply with all applicable Federal, State and other governments, local laws, rules, regulations, ordinances and requirements. Tenant shall make every effort to avoid interfering with the District's operations and activities at the Site. If Tenant needs to undertake construction activities which are likely to cause high levels of noise, dust, or other hazardous conditions at the Site, Tenant will give the District advance notice of a minimum of fourteen (14) days of the construction activities so that the District can give appropriate notices and information to personnel at the Site and other concerned parties. The District grants Tenant a temporary easement over the Site for ingress, egress, access, equipment, storage, vehicle parking, and other construction-related activities seven (7) days a week, twenty four (24) hours a day at a mutually agreed upon location. The temporary easement will automatically terminate when Tenant completes

construction and installation of the Monopole and other Improvements and removes all of its construction equipment and personnel from the Site.

6. NO CONSTRUCTION LIENS. In accordance with Florida Statutes 713.10, neither the Tenant nor anyone claiming through the Tenant shall have the right to file construction liens or any other kind of lien on the Site or Premises and the filing of this notice under the Lease constitutes notice that such liens are invalid. Further, Tenant agrees to give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid. Tenant simultaneously herewith signs the Notice attached hereto and made a part hereof and agrees the Notice will be recorded in the Public records of Palm Beach County by the District.

7. TAXES & UTILITIES. Tenant shall be responsible for the payment of all taxes (real and personal) arising from the Monopole and other Improvements on the Site and Tenant's use of the Site. Tenant agrees to pay sales tax on its rental payments. As used herein, the term "sales tax" shall mean all taxes, levies and/or assessments imposed or collected by any governmental authority with respect to the rent required to be paid hereunder, whether now or hereafter imposed or collected, excluding however, Federal or State income tax payable by the District on account of the rent. Tenant will pay for all utilities used by it at the Site. Tenant shall obtain separate meters. District will cooperate with Tenant in Tenant's efforts to obtain utilities from any location provided by the District.

8. INTERFERENCE. Tenant will resolve technical interference problems with other equipment located at the Site upon the commencement of this Agreement as well as with any equipment that becomes attached to the Monopole at any future date when and if Tenant desires to add additional equipment to the Monopole.

9. ASSIGNMENT. Tenant shall not assign or transfer this Agreement without the prior written consent of District, which consent will not be unreasonably withheld; provided, however, Tenant may assign without District's prior written consent to any party controlling, controlled by or under common control with Tenant or to any party which acquires substantially all of the assets of Tenant.

9.1 SUBLETTING Tenant may sublease, license or grant similar rights of occupancy or use of the Premises to an unaffiliated third party (each a "Subtenant"), in writing without the necessity of obtaining the consent or approval of District; provided, however, Tenant shall deliver a copy of the written agreement(s) with each such Subtenant to District not less than thirty (30) days prior to the commencement of any sublease or license of the Premises. Prior to the addition of any Subtenant on the Monopole, Tenant shall provide District with an engineering analysis verifying that the Monopole has sufficient structural strength to accommodate such additional Subtenant. A sublease shall not relieve the Tenant from any obligations under this Agreement. Each and every sublease shall contain provisions that make it subordinate and inferior to this Agreement, that Subtenant waives any and all claims whatsoever against the District and shall look only to Tenant as to any and all claims of the Subtenant, and that all terms and conditions of this Agreement, other than Tenant's obligation to pay Rent to the District, relating to the rights and remedies of the District are enforceable against the Subtenant in the event of a breach of Agreement by the Tenant.

9.2 SUBLETTING ADDITIONAL RENT. If Tenant subleases, licenses or grants similar rights of occupancy in the Premises to an unaffiliated third party (each a "Subtenant"), Tenant shall pay to District thirty percent (30%) of the rental, license or similar payments actually received by Tenant (excluding any reimbursement of taxes, construction costs, or installation costs) from each such Subtenant (the "Additional Rent"). The Additional Rent shall

be paid to District within ten (10) days after receipt of said payment by Tenant. Tenant shall have no obligation for payment to District of such share of rental, license or other similar payments if not actually received by Tenant, however the obligation to pay the District shall survive and Tenant shall pay the District when said delinquent payments are actually received in any form by Tenant, including payments made pursuant to a settlement agreement and/or judgment. Non-payment of such rental, license or other similar payment by a sublessee, licensee or other occupant shall not be a default under the Agreement. District acknowledges that District shall have no recourse against Tenant as a result of the failure of payment by a Subtenant. Tenant shall have reasonable discretion as to whether, and on what terms, to sublease, license or otherwise allow occupancy of the Premises and there shall be no express or implied obligation of Tenant to do so.

10. USE OF MONOPOLE AND SITE BY DISTRICT; MAINTENANCE. The parties both acknowledge and agree that the District may also utilize the Monopole and other Improvements for other communications facilities, as needed by the District at no rental cost to the District, subject to the structural limitations of the Monopole. The obligation to install and maintain the District's equipment on the Monopole, including all the permits and licenses required, shall be the responsibility of and at the expense of Tenant. Tenant shall be 100% responsible for the maintenance, upkeep, operation, repair and replacement of the Monopole and the other Improvements in good working order and in safe condition at Tenant's expense. Annually on the anniversary date of the Lease, Tenant shall provide District with an Inspection Report on the Monopole and the other Improvements detailing the condition of the same, in a form acceptable to the District.

11. INSURANCE AND INDEMNITY. Tenant shall procure and maintain a public liability policy, with limits of \$1,000,000.00 for bodily injury, \$1,000,000.00 for property damage, \$2,000,000.00 aggregate, with a certificate of insurance to be furnished to District within 30 days of the Effective Date. Tenant shall procure and maintain a casualty insurance all risks policy, including windstorm, insuring the replacement of the Monopole and other Improvements, with a certificate of insurance to be furnished to the District within 30 days of the Certificate of Completion of the Monopole and Improvements. Such policies shall name the District as an additional insured and provide that cancellation will not occur without at least fifteen (15) days prior written notice to the District. Tenant agrees to indemnify, save harmless, and defend District, its directors, officers, employees, and agents, from and against any and all claims, actions, damages, liability and expense (including reasonable attorney's fees and costs) arising from or out of the use and/or occupancy of the Site, the Premises, the Monopole and other Improvements. This paragraph survives the expiration or termination of this Lease.

12. TITLE AND QUIET POSSESSION. District represents and agrees as follows: (a) that it is the owner of the Site; (b) that it has the right to enter into this Agreement; (c) that the person signing this Agreement has the authority to sign; and (d) that Tenant is entitled to access to the Premises at all times and to the possession of the Premises for the purposes set forth herein throughout the Initial Term and each Renewal Term so long as Tenant is not in default beyond the expiration of any cure period.

13. NOTICES. All notices must be in writing to the address set forth below, and are effective when sent by: (a) hand delivery, (b) overnight delivery, (c) certified mail, return receipt requested, (d) telephone facsimile transmission as long as a record of the receipt of the transmission is retained by the sending party and as long as an original of the notice is mailed to the receiving party, or (e) as otherwise provided by law.

Loxahatchee River Environmental Control District
2500 Jupiter Park Drive Jupiter, Florida 33458

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

STC FIVE LLC
c/o Crown Castle USA Inc.
Attention: Legal - Real Estate Department
2000 Corporate Drive
Canonsburg, Pennsylvania 15317

14. REMOVAL &/OR CLAIMING IMPROVEMENTS. Upon termination or expiration of this Agreement, Tenant shall remove its Monopole and/or Improvements, including power and communications cables and other appurtenances on the District's property that solely exist to serve assets within the Premises, at Tenant's expense, except the Monopole and those Improvements which shall, at the option of the District, become District property. Should District decline to claim certain of the Improvements and/or the Monopole, Tenant shall remove the unclaimed Improvements and the Monopole at Tenant's sole expense. Tenant shall restore the Site to the condition existing on the Commencement of this Agreement, except for ordinary wear and tear within thirty (30) days of the expiration or termination of this Agreement. Tenant shall provide, prior to commencement of construction of the Monopole and the Improvements, the additional security of a Surety Bond in a form, amount, and surety company acceptable to the District, to insure the removal of the Monopole and the Improvements and restoration of the Site upon the expiration or termination of this Agreement. The amount of the Surety Bond is subject to increase from time to time as determined by the District. In the event there is a failure to timely remove the Monopole or the Improvements or restore the Site, District shall have the right to utilize the Surety Bond and have the right to remove the Monopole and such Improvements and restore the Site and Tenant agrees to be directly responsible for the costs of such removal and restoration, notwithstanding the Surety Bond. This paragraph survives the expiration or termination of this Lease.

15. RELOCATION. The District shall have the right to relocate the Site, the Monopole, and the Improvements thereon to an alternate ground location on the District's property and/or space within and/or on top of a building situated on the District's property (the "Building"); provided however that such relocation will (1) be at the District's expense, (2) be performed by the Tenant or its agents, (3) not result in any interruption of the communications service provided by Tenant on and from the District's property, (4) not impair, or alter the quality of the communications service provided by Tenant on and from the District's property, (5) be done in accordance with the terms and conditions in paragraphs 15.1 and 15.2 below.

15.1 Relocation Notice. District will exercise its relocation rights by delivering written notice (the "Notice") to Tenant. In the Notice, District will propose an alternate site on District's property on which Tenant may relocate its Monopole and Improvements. Tenant will have sixty (60) days from the date it receives the Notice to evaluate District's proposed relocation site, during which time Tenant will have the right to conduct tests to determine the technological feasibility of the proposed relocation site. If Tenant fails to approve of such proposed relocation site in writing within said 60 day period, then Tenant shall be deemed to have disapproved such proposed relocation site. If Tenant disapproves such relocation site, then District may thereafter propose another relocation site by Notice to Tenant in the manner set forth above. Any relocation site which the District and Tenant agree upon in writing is referred to hereinafter as the "Relocation Site". Tenant shall have a period of ninety (90) days after the execution of a written agreement between the parties concerning the location and dimensions of the Relocation Site to relocate its Monopole and Improvements to the Relocation Site.

15.2 Survey of Relocation Site. Upon relocation of the Monopole and other Improvements, or any part thereof, to the Relocation Site, all references to the Site in the Agreement will be deemed to be references to the Relocation Site. District and Tenant hereby

agree that the Relocation Site (including the access and utility right of way) may be surveyed by a licensed surveyor at the sole cost of Tenant, and such survey then shall replace Exhibit A and become a part hereof and will control or describe the Site. Except as expressly provided in this paragraph, in no event will the relocation of the Monopole and other Improvements, or any part thereof, affect, alter, modify or otherwise change any of the terms and conditions of the Lease Agreement.

16. TERMINATION. Tenant may terminate this Agreement at any time by notice to District without further liability if Tenant does not obtain all permits or other approvals (collectively "Approval") required from any governmental authority or any easements required from any governmental authority or any easements required from any third party to operate the Monopole, or if any such Approval is canceled, expires or is withdrawn or terminated outside of the control of Tenant, or if District fails to have proper ownership of, or appropriately clear title to the Site or authority to enter into this Agreement. District may terminate this Agreement at any time by notice to Tenant without further liability if the use of the Monopole and other Improvements is determined by the governing authority to be detrimental to the public health. Upon termination, all rent for the balance of the lease year plus one (1) additional year shall be retained by and paid to District as agreed upon liquidated damages. Additionally, either party may terminate this Agreement by providing written notice to the other of its intention not to renew not less than three hundred sixty (360) days prior to the expiration of the Initial Term or any Renewal Date.

17. DEFAULT. If Tenant is in default under this Agreement for a period of ten (10) days following receipt of notice from the District with respect to a default which may be cured solely by the payment of money, or if either party is in default under this Agreement for a period of thirty (30) days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, this Agreement may, at the option of the District, be terminated in which case the District shall be entitled to retain all pre-paid rent monies.

18. HAZARDOUS SUBSTANCES. Tenant shall not allow any substance, chemical or waste on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Tenant shall immediately remove, remediate and clean up any such substance on the Site.

19.1 Binding Effect; Time. This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement. Time is of the essence in this Agreement.

19.2 Governing Law. This Agreement is governed by the laws of the State of Florida without application of conflict of law principles. Venue for any legal proceedings and lawsuits brought to enforce this Agreement shall be Palm Beach County, Florida.

19.3 Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes all prior written and verbal Agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties. District and Tenant have participated fully in the negotiation and preparation of this Agreement. Accordingly, this Agreement shall not be more strictly construed against either party.

19.4 Severability. If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement, or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

19.5 Attorney's Fees. The prevailing party in any action or proceeding in court or

mutually agreed upon arbitration proceeding to enforce the terms of the Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party. This paragraph survives the expiration or termination of this Lease.

19.6 Radon Gas. Florida Law requires the following statement in a Lease: Radon is a natural occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon testing may be obtained from your county public health unit.

IN WITNESS THEREOF, the parties have executed the Amended and Restated Lease as of the date set forth at the top of page 1 of this Agreement.

DISTRICT:

**LOXAHATCHEE RIVER ENVIRONMENTAL
CONTROL DISTRICT,**
an agency of the state of Florida

By: _____(SEAL)
Name: _____
Its: _____

STATE OF _____)
)
_____ COUNTY)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__, by _____, the _____ of **LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT**, an agency of the state of Florida, who executed the foregoing Agreement on behalf of said agency. He/She is personally known to me or has produced _____ as identification.

Given under my hand this ____ day of _____, 20__.

Notary Public

Printed Name

My Commission Expires: _____
My Commission Number: _____

TENANT:

STC FIVE LLC,
a Delaware limited liability company

By: Global Signal Acquisitions III LLC,
a Delaware limited liability company,
its Attorney in Fact

By: _____(SEAL)
Name: _____
Its: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__, by _____ of **GLOBAL SIGNAL ACQUISITIONS III LLC**, a Delaware limited liability company, as Attorney in Fact of **STC FIVE LLC**, a Delaware limited liability company, who executed the foregoing Agreement on behalf of said limited liability company. He/She is personally known to me or has produced _____ as identification.

Given under my hand this ____ day of _____, 20__.

Notary Public

Printed Name

My Commission Expires: _____

My Commission Number: _____

Original Exhibit "A"

PARENT TRACT DESCRIPTION

The Northwest One-Quarter (NW 1/4) of Section 10, Township 41 South, Range 42 East, Palm Beach County, Florida less the Easterly 60.00 feet thereof and less and except the following described portion of the Northwest One-Quarter (NW 1/4) of said Section 10:

BEGIN at the Northwest corner of said Section 10;

THENCE along the West line of said S 01°29'36" W 65.00 feet; THENCE N 29°42'16" E 74.04 feet to the North line of said section;

THENCE along said North line N 88°54'12" W 35.00 feet to the POINT OF BEGINNING;

Containing 1137 square feet (0.026 acre), more or less;

COMMENCE at the Northwest corner of said Section 10;

THENCE along the North line of said section S 88°54'12" E 868.84 feet to the POINT OF BEGINNING;

THENCE continue along said North line S 88°54'12" E 1627.60 feet to the Westerly right-of-way line for Central Boulevard;

THENCE along said right-of-way line S 01°13'16" W 60.00 feet;

THENCE N 88°54'12" W 1210.78 feet to the beginning of a curve concave Northerly, having a radius of 711.92 feet;

THENCE Westerly along said curve 203.62 feet through a central angle of 16°23'15" to a point of reverse curvature with a curve concave Southerly, having a radius of 765.00 feet;

THENCE Westerly along said curve 218.80 feet through a central angel of 16°23'15" to the end of said curve and the POINT OF BEGINNING;

Containing 1.951 acres, more or less.

BOUNDARY SURVEY OF LEASE PARCEL

A parcel of land being a portion of the Northwest One-Quarter (NW 1/4) of Section 10, Township 41 South, Range 42 East, being more particularly described as follows:

COMMENCE at the Northeast corner of said Northwest One-Quarter (NW 1/4);

THENCE on a grid bearing of S 01°29'36" W along the West line of the said Northwest One-Quarter (NW 1/4) a distance of 1488.31 feet;

THENCE N 83°40'26" E a distance of 135.38 feet to the POINT OF BEGINNING;

THENCE continue N 83°40'26" E a distance of 20.00 feet;

THENCE S 06°19'34" E a distance of 40.00 feet;

THENCE S 83°40'26" W a distance of 20.00 feet;

THENCE N 06°19'34" W a distance of 40.00 feet to the POINT OF BEGINNING;

Said land situate within the City of Jupiter, Palm Beach County, Florida, containing 800 square feet.

Amended Exhibit “A”

Text to be inserted based upon most recent survey conducted by Tenant.



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: OCTOBER 9, 2025
SUBJECT: EMPLOYEE INSURANCE BENEFITS

Staff and the Gehring Group have been working on renewing our employee benefit insurance policies. Only medical insurance and dental insurance policies expire 12/31/2025, while our long-term disability, life and accidental death & dismemberment, and voluntary vision policies have a rate lock through 12/31/2026.

Gehring Group received the initial renewal rate from Florida Blue at a 30% increase. Currently, we are paying about \$1.8 million in health insurance premiums, and Florida Blue has informed us that our large claims totalled over \$3.5 million from August 2024 through July 2025. Thus, our loss ratio was 193%, i.e., Florida blue has paid out nearly \$2 for every \$1 of premium they collected. Four large claimants (three cancer-related and one cardiovascular) currently account for 63% of our claims.

Our Sun Life dental insurance premium is also coming in at a 30% increase. Our dental insurance is at a 115% loss ratio. Unfortunately, we do not have any insight into what is driving dental spending.

While both of these are significant increases and would represent meaningful costs for the District and our employees, these proposed renewal rates are within the range of premium increases Gehring Group has seen this year. One of their clients received a 98% increase, while most renewal rates have ranged from 13% to 58% (see charts on following page). The very large health insurance premiums have been featured in recent news articles, e.g., "[Health Insurance Costs for Businesses to Rise by Most in 15 Years](#)" WSJ 9/10/2025.

I have asked the Gehring Group to negotiate with Florida Blue (medical insurance) and Sun Life (dental insurance) to obtain their best and final renewal rate offers for the District by Wednesday October 15, 2025. I anticipate sharing those best and final offers with you at our meeting on October 16, 2025. At that time, we can decide if we want to accept either offer or go out to RFP for either offer.

Stephen B. Rockoff
CHAIRMAN

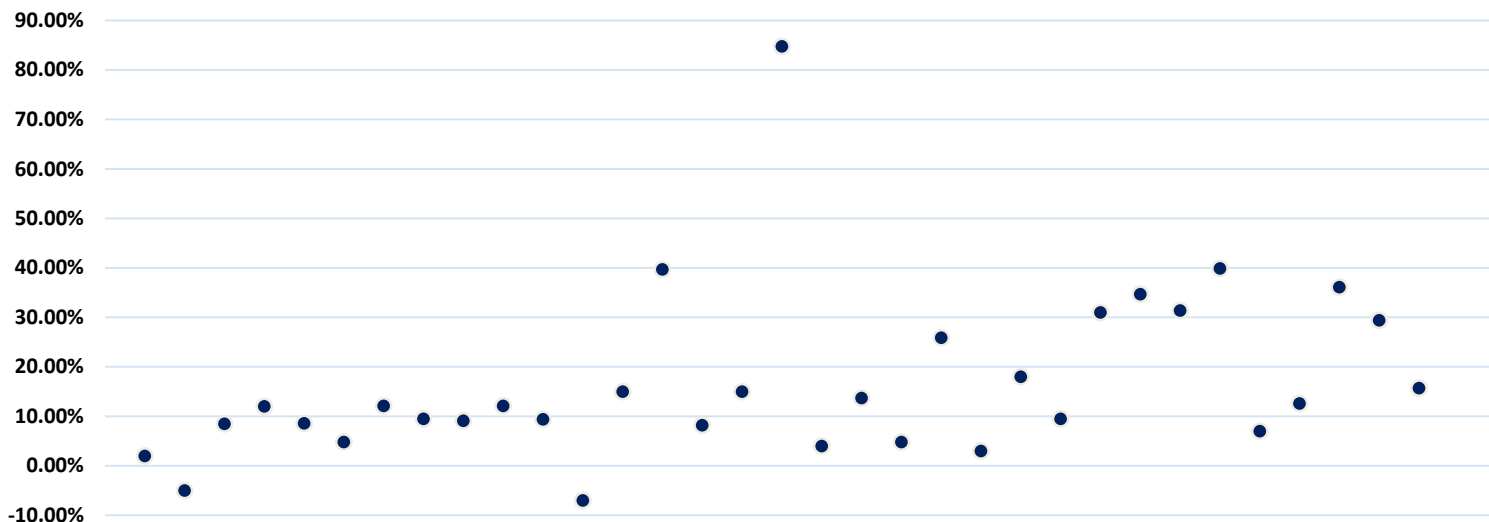
Kevin L. Baker
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

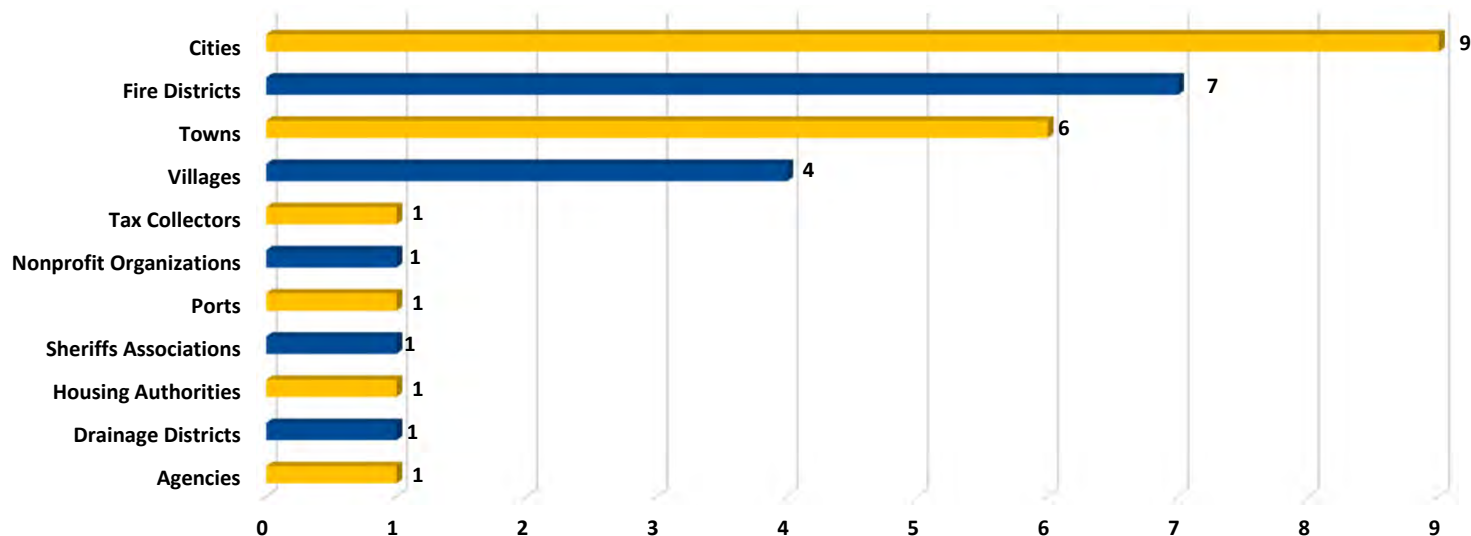
Dr. Matt H. Rostock
BOARD MEMBER

10/1 Renewal

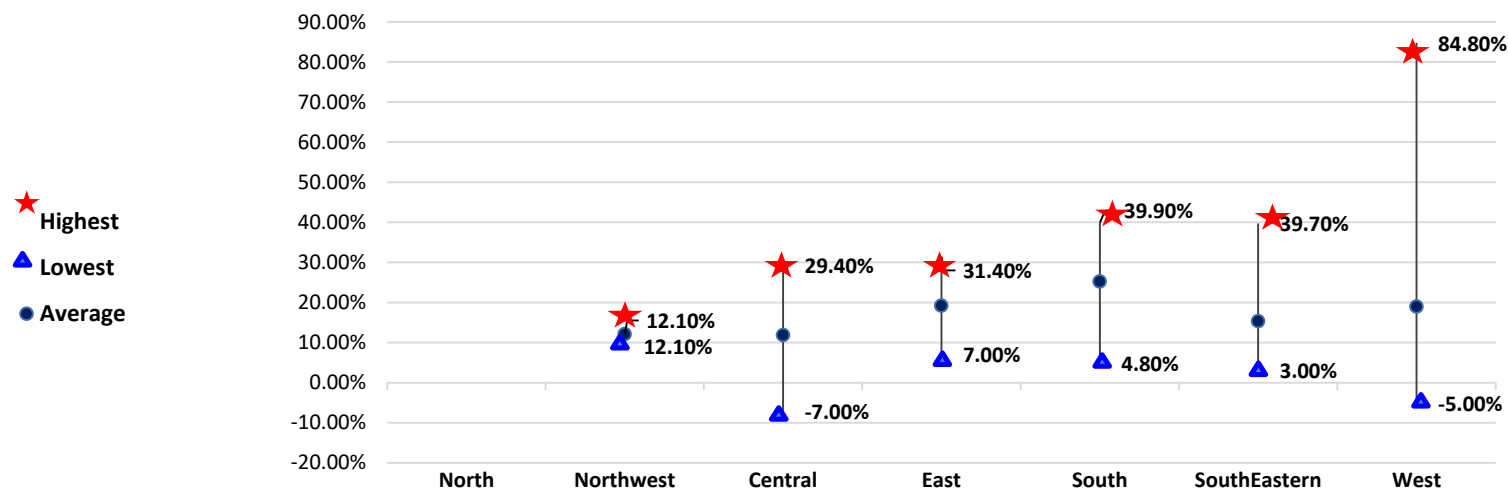
Under 150 Employees



Entity Type



Under 150 Employees Statewide



[illegible]

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

SHENKMAN & SHENKMAN P.A.

2151 S. Alternate A1A, SUITE 1000
JUPITER, FLORIDA 33477
TELEPHONE (561) 822-3939
Curtis@PalmBeachLawyer.Law

LEGAL ASSISTANTS
REAL ESTATE
BONNIE HARRIS
CAROLINA INMAN
DENISE B. PAOLUCCI

October 8, 2025

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 amount in controversy for materiality is \$40,000.00 or more.

NO CHANGE IN STATUS: ONE (1) matter of potential pending litigation is reported under "Other Litigation".

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

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

Respectfully submitted,

CURTIS L. SHENKMAN

CURTIS L. SHENKMAN

Attachment

OTHER LITIGATION

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

Current Status. Legal Counsel, Engineering and Executive Staff met on November 6, 2024, to evaluate strategies to proceed with District enforcement of the violation with the goal of the District Asset being protected, safe and secure and the District being made whole in the process. Engineering and legal work are being conducted in the meantime with a target goal of October 2025 for the next conference meeting to make sure proper preparations are in place for effective communications for resolving the dispute.

History:

Oct 12, 2022, LRD Attorney Legal Opinion existing Manhole & gravity main line installed by developer in 2005 serving the Oceanside project development permits a reasonably sized home to be designed and constructed in accordance with the District’s Construction Standards.

Balance of 2022 and most of 2023: LRD Engineering Department and Developers Engineer communicate as to two (2) quotes the Developer’s Engineer received to install a new manhole and sewer line to bypass and abandon in place the existing manhole and existing line, in order that Developer’s planned construction meets the District’s construction Standards. LRD Engineering led to believe Developer was having this done as part of the construction.

October 2023. LRD Engineering discovers the Developer has progressed with the foundation and start of construction of the home WITHOUT installing the new manhole and sewer line.

Oct 26, 2023, LRD Attorney advising attorney for Coastal the home under construction is being built in violation of the District’s Construction Standards, must be addressed by home improvements relocated/reconstructed or new manhole and gravity main line so as not to be in violation of the District’s Construction Standards.

Oct 2023 Juno Beach Zoning Director advising LRD Engineering Juno Beach will withhold issuing the certificate of occupancy (“CO”) until LRD and Developer resolve the manhole violation.

Oct 2023-Jan 2024 LRD Attorney & Coastal Attorney in communications for resolution.

Jan 31, 2024, Coastal letter to Town of Juno Beach requesting extension of Building Permit #21-9596 seeking extension of Permit expiring blaming delay on manhole alleged not located properly by the District and requesting February 28, 2024, Town Council meeting to address the extension.

Feb 1, 2024, LRD Deputy Director official letter providing response to Town of Juno Beach addressing the manhole and gravity main line facts and circumstances.

Feb 28, 2024, Town of Juno Beach granted extension of Building Permit to June 1, 2024.

March 13, 2024, LRD Attorney communication to Attorney for Coastal of the representation made to Town of Juno Beach to get the extension by Coastal that Coastal is working with LRD to resolve the manhole issue.

March 27, 2024, Coastal Attorney confirmation in contact with Clark Cryer Engineer regarding preparing plans for new manholes to replace manhole in violation of District standards.

April 2024 Coastal Attorney email reporting Clark Cryer Engineer not communicating.

June 1, 2024, Building Permit expired with the Town of Juno Beach and not extended.

June 7, 2024, LRD response to Estoppel letter request sending copy of the Feb 1, 2024, Deputy Director letter to the Town of Juno Beach addressing the manhole and gravity main line facts and circumstances.

July 2, 2024 LRD cooperates with Owner's request for Encroachments of Pool and Gas Line for Pool Heater into the Utility Easement, and reiterating the VIOLATION of the home built on top of the Manhole and Sewer transmission lines must be CURED in order for District to approve as condition prior to Town of Juno Beach issuing a Certificate of Occupancy for the home.

August 5, 2024, No Change in status. Owner's Building Permit expired.

August 8, 2024: LRD Attorney comprehensive Legal Demand letter to the Town of Juno Beach Attorney Len Rubin to set forth the legal justifications the Town of Juno Beach is entitled to not issue the final Certificate of Occupancy due to the health, safety and welfare violations of the 844 Owner in building new home improvements on top of existing manhole and gravity main serving multiple properties.

September 13, 2024. The Town of Juno Beach Attorney email to District's attorney regarding the Town recognizes the District's assertion that the developer failed to adhere to the District's construction standards. However, the Town did not have an independent basis to not issue the Certificate of Occupancy and the Town did want to be exposed to liability from the developer for not issuing the Certificate of Occupancy when Town's position is its Building Inspector inspected the home and determined the home was connected to the sewer system and met all the building code provisions. Town's position is the District has other alternatives to enforce the violation of its construction standards.

Sept 18, 2024. Coastal Deeds property to Joseph Paul and Kathleen Paul for \$4,675,000.00.

Coastal took no action to correct the violation and Joseph and Kathleen Paul are the current owners of the Property that is in violation of the District's construction standards.

LIEN FORECLOSURES

NONE

MORTGAGE OR LIEN FORECLOSURES /LRD COUNTERCLAIMS/CROSSCLAIMS

NONE



Director's Report

- | | |
|-------------------------------|------------|
| ➤ Admin. & Fiscal Report | attach. #1 |
| ➤ Capital Program Report | attach. #2 |
| ➤ Engineering Report | attach. #3 |
| ➤ Operations Report | attach. #4 |
| ➤ Information Services Report | attach. #5 |
| ➤ Environmental Education | attach. #6 |
| ➤ Safety Report | attach. #7 |
| ➤ Other Matters (as needed) | attach. #8 |





LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

To: Governing Board
From: Kara Fraraccio, Director of Finance and Administration
Date: October 10, 2025
Subject: Monthly Financial Report

Cash and Investments Balance

Balance as of September 30, 2025

Institution	Rate	Monthly Change in Investment	Market Value
U.S. Treasuries:			
U.S. Treasuries - Due 11/15/25	4.50%	\$ 220	\$ 5,651,986
Subtotal		\$ 220	\$ 5,651,986
Investment Accounts:			
Florida Prime - SBA	4.39%	\$ 48,835	\$ 13,568,759
Florida FIT - Preferred Deposit Pool	4.16%	27,829	8,172,454
Florida FIT - Cash Pool	4.46%	20,818	5,700,060
Bank United - Public Funds Reserve	3.87%	7,046	2,277,682
Subtotal		\$ 104,528	\$ 29,718,955
Cash Account:			
Truist-Hybrid Business Account	2.70%	\$ 8,738	\$ 2,637,891
Schwab Sweep Account	0.05%		5,000
Subtotal		\$ 8,738	\$ 2,642,891
Total		\$ 113,486	\$ 38,013,832

Investment Policy Compliance

Performance Measurements

Average weighted rate of return on investments is: 4.22%. As of 9/30/25, 3-month U.S. Treasuries were 4.08% and the 1-month Federal Fund Rate was 4.09%. The District's return exceeds these benchmarks primarily due to arbitrage within the Florida FIT Cash Pool, where funds are invested in certificates of deposit that were secured prior to recent rate decreases.

Gordon M. Boggie
CHAIRMAN

Kevin L. Baker
BOARD MEMBER

Stephen B. Rockoff
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

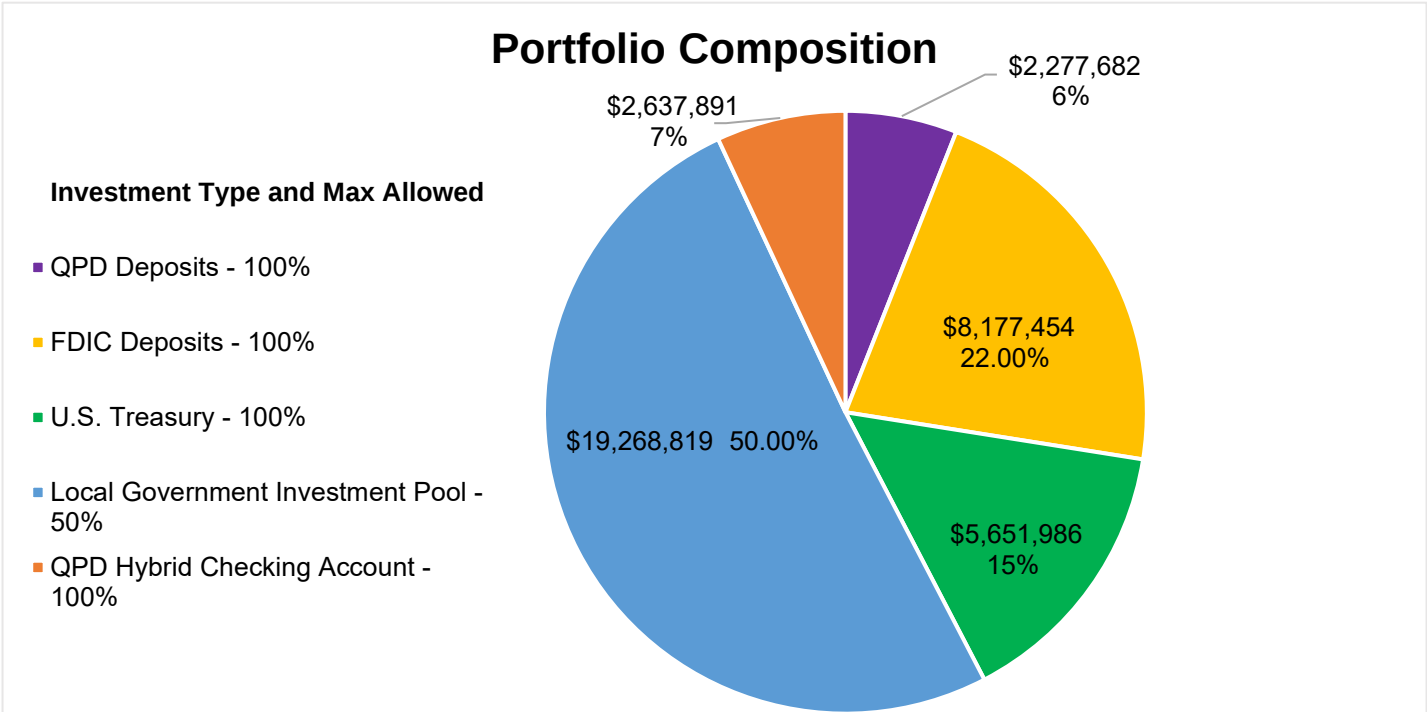
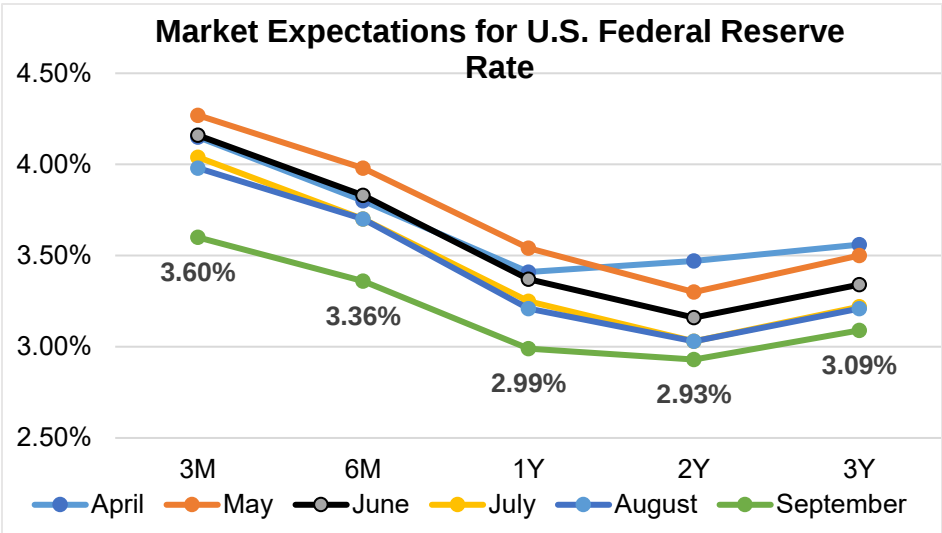
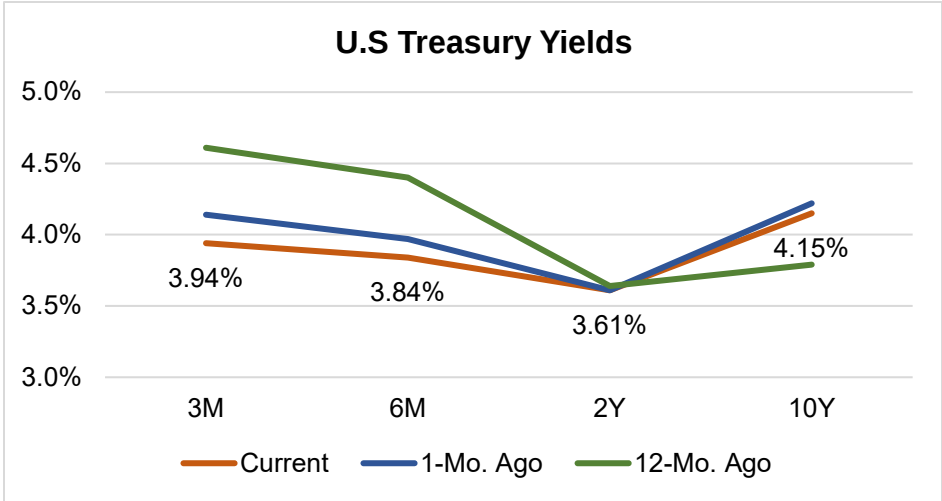
On September 17, the central bank lowered the federal funds rate by 25 basis points to a target range of 4.0% to 4.25%. Currently, Local Government Surplus Funds, such as Florida PRIME and Florida FIT, are offering highly competitive yields between 4.16% and 4.68%, while also providing daily liquidity. Over the past month, the 2-year Treasury yield fell from 3.61% to 3.58%, and the 10-year yield eased from 4.22% to 4.13%.

In this environment, Local Government Surplus Funds represent a strategic opportunity to maximize interest earnings while preserving flexibility and safety. We will continue to closely monitor Federal Reserve decisions, interest rate trends, and market conditions to ensure our investment strategy remains aligned with both market realities and our financial objectives.

**Data as of September 30, 2025.*

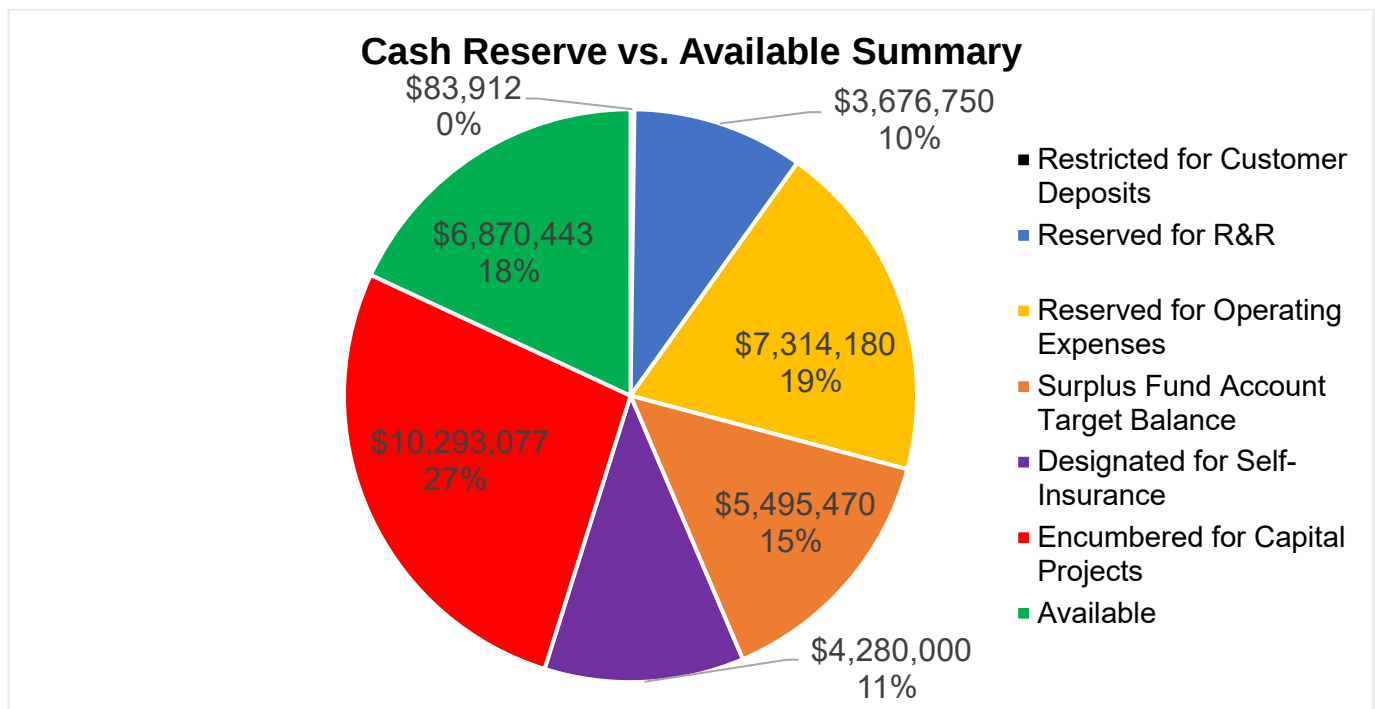
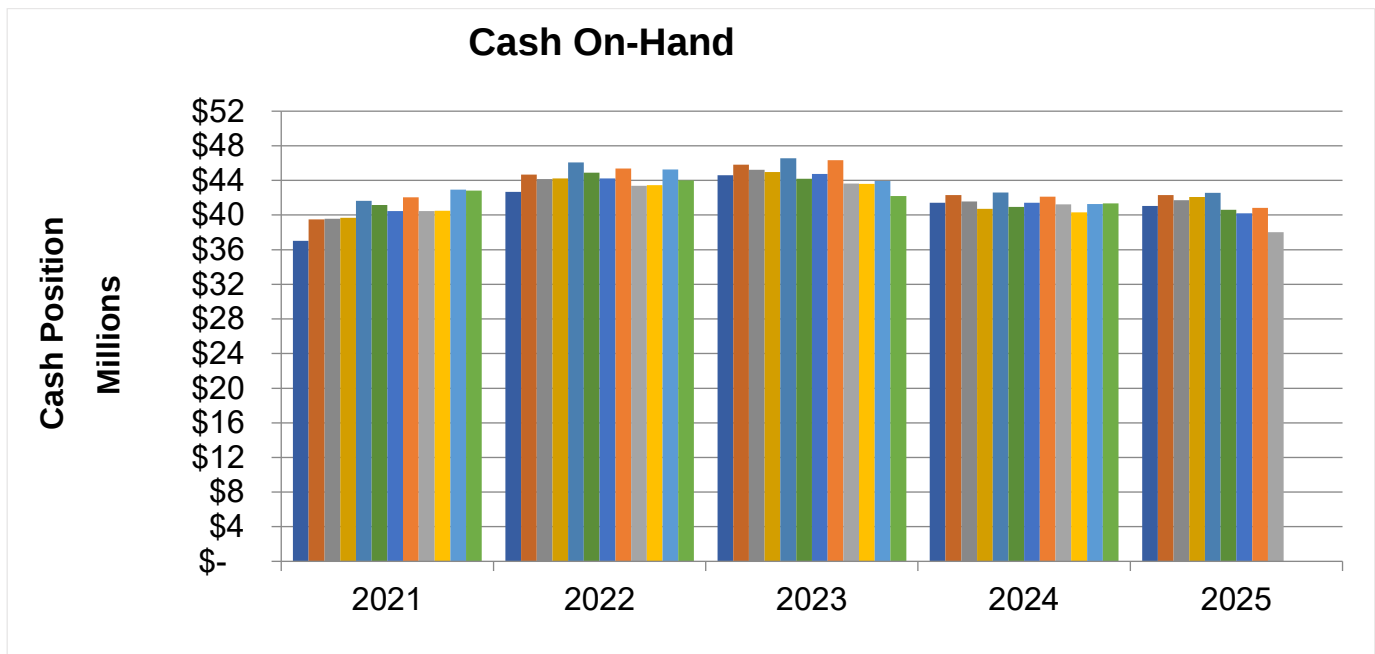
Portfolio Composition

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 September 2025 was \$41,233,651. Current Cash position is down by \$3,219,819.



Financial Information

- There were no legal fees billed in September. The fiscal year-to-date total is \$92,685.
- Estoppel fees collected in September totaled \$5,310. The fiscal year-to-date total is \$74,010.
- There was no septage billing in September.
- Developer's Agreement – There was one new Developer Agreement in September.
- I.Q. Water Agreements – Antigua and San Palermo are past due for August and September.

Summary of Budget vs. Actual

<i>Budget Benchmark</i> 100.00%	Sep-25 Actual	YTD Actual	FY 25 Budget	Favorable (Unfavorable)	Budget Expended	Sep-24 YTD
Revenues						
Operating Revenues						
Regional Sewer Service	\$ 1,611,119	\$ 19,026,353	\$19,029,455	\$ (3,102)	99.98%	\$18,693,249
Standby Sewer Service	9,833	118,610	100,000	18,610	118.61%	122,697
IQ Water Charges	153,036	2,441,679	2,500,000	(58,321)	97.67%	2,419,707
Admin. and Engineering Fees	229	21,885	50,000	(28,115)	43.77%	40,363
Other Revenue	16,570	538,435	500,000	38,435	107.69%	488,959
Subtotal Operating Revenues	1,790,787	22,146,962	22,179,455	(32,493)	99.85%	21,764,975
Capital Revenues						
Assessments	\$ 15,071	\$ 838,415	1,068,000	(229,585)	78.50%	1,125,793
Line Charges	1,585	151,785	400,000	(248,215)	37.95%	281,949
Plant Charges	2,441	361,872	600,000	(238,128)	60.31%	399,892
Capital Contributions		325,771		325,771	100.00%	52,982
Subtotal Capital Revenues	19,097	1,677,843	2,068,000	(390,157)	81.13%	1,860,616
Other Revenues						
Grants		3,000	200,000	(197,000)	1.50%	0
Interest Income	113,487	2,066,815	2,242,100	(175,285)	92.18%	2,606,435
Subtotal Other Revenues	113,487	2,069,815	2,442,100	(372,285)	84.76%	2,606,435
Total Revenues	\$ 1,923,371	\$ 25,894,620	\$ 26,689,555	\$ (794,935)	97.02%	\$ 26,232,026
Expenses						
Salaries and Wages	\$ 910,676	\$ 8,074,547	\$8,457,300	\$ 382,753	95.47%	\$7,448,569
Payroll Taxes	64,987	583,526	600,800	17,274	97.12%	539,348
Retirement Contributions	121,214	1,172,585	1,258,300	85,715	93.19%	1,122,307
Employee Health Insurance	131,100	1,655,551	1,891,200	235,649	87.54%	1,565,485
Workers Compensation Insurance		53,330	64,500	11,170	82.68%	65,576
General Insurance	127	454,746	570,250	115,504	79.75%	492,629
Supplies and Expenses	8,922	1,052,805	1,234,920	182,115	85.25%	1,102,667
Utilities	107,814	1,523,617	1,816,020	292,403	83.90%	1,594,647
Chemicals	16,776	626,963	474,000	(152,963)	132.27%	527,490
Repairs and Maintenance	132,106	2,597,042	2,491,980	(105,062)	104.22%	2,204,486
Outside Services	10,857	2,070,494	2,375,280	304,786	87.17%	1,853,166
Contingency			225,000	225,000	0.00%	
Subtotal Operating Expenses	1,504,579	19,865,206	21,459,550	1,594,344	92.57%	18,516,370
Capital						
Capital Improvements	\$ 1,261,649	\$ 7,679,968	12,917,642	5,237,674	59.45%	9,716,365
Subtotal Capital	1,261,649	7,679,968	12,917,642	5,237,674	59.45%	9,716,365
Total Expenses	\$ 2,766,228	\$ 27,545,174	\$ 34,377,192	\$ 6,832,018	80.13%	\$ 28,232,735
Excess Revenues						
Over (Under) Expenses	\$ (842,857)	\$ (1,650,554)	\$ (7,687,637)	\$ 6,037,083		\$ (2,000,709)

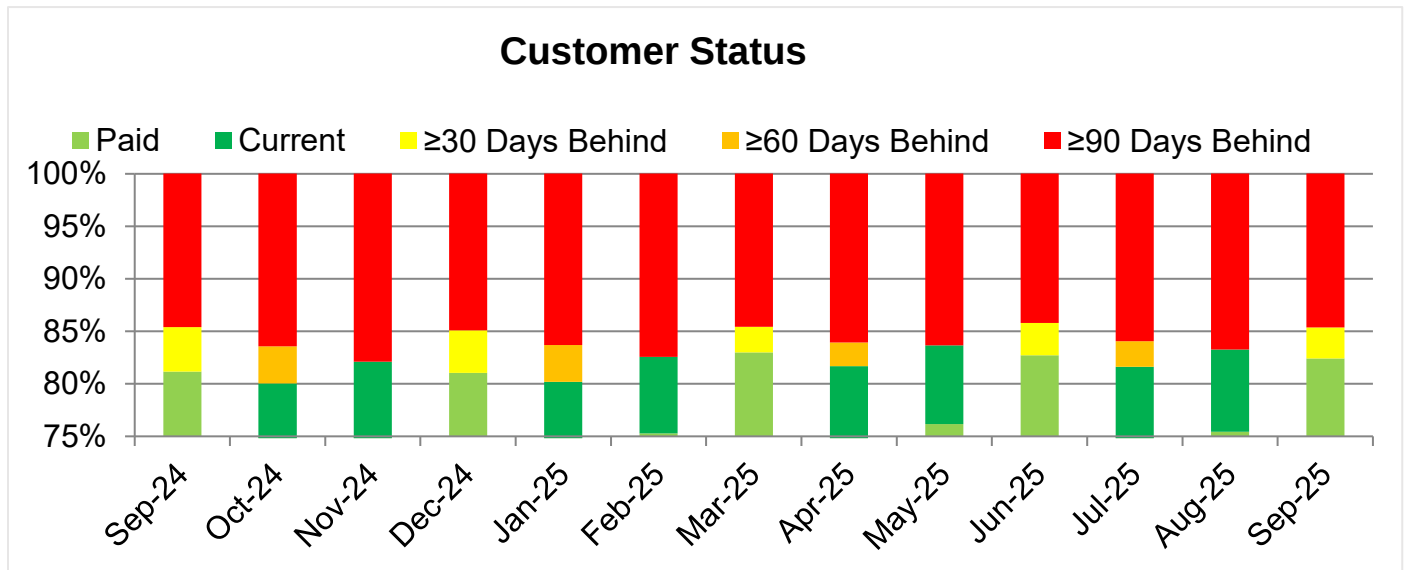
Total Capital expenses incurred and encumbered totalled \$16,636,552 or 128.79% of the current year's capital budget. This figure appears higher than the annual budget because we encumber the full cost of a project at the time it is approved and under contract, even if the work extends over multiple years. Some encumbrances are carried forward from previous years, while others pertain to future expenditures. Over time, this total remains relatively stable as completed projects are closed out and new ones are initiated.

Capital Reallocations

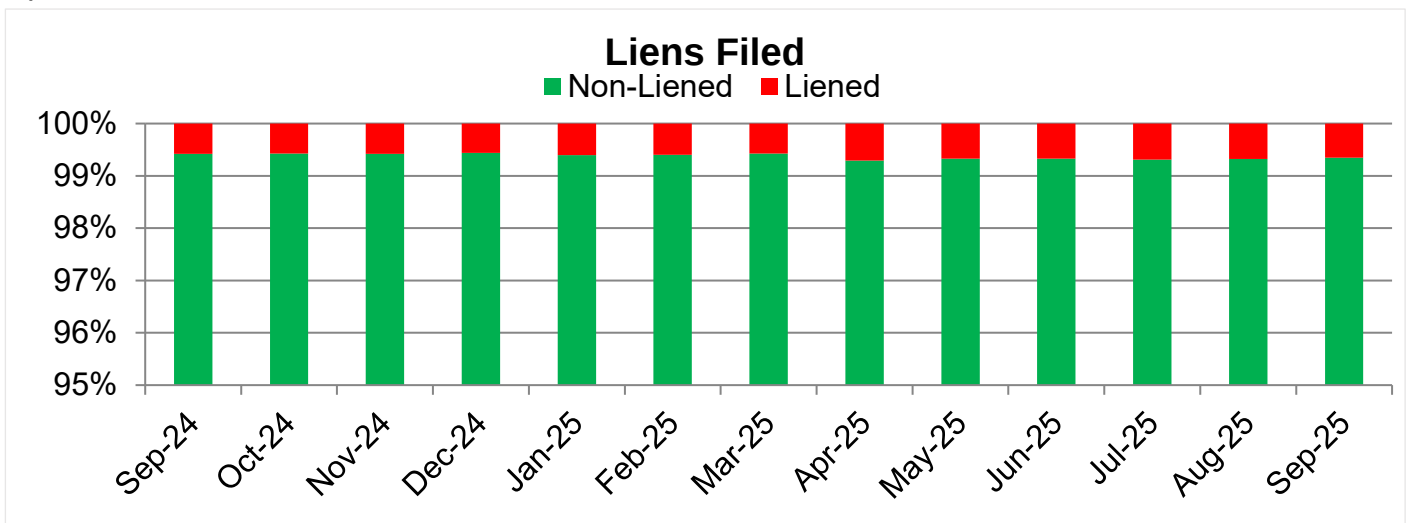
In accordance with the District's new Budget Reallocation provision, funds have been reallocated within the Fiscal Year 2026 Budget to include Project N26003 – Lift Station 058 System Rehabilitation. This project is funded under the Manhole Renewal and Replacement category as identified in the Rate Study, with a total project value of \$159,148. The reallocation was made to support timely execution of priority capital improvements while remaining within the approved Capital Improvement Plan and overall capital appropriation.

Accounts Receivable

The District's third quarter billing was \$4,841,024 of this amount \$3,955,058 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 81.0% of billing.



The District serves approximately 33,542 customers. Currently, the District has 219 liens filed which represent less than 1.0% of our customers.



Pending/Threatened Litigation

- No pending or threatened litigation.



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 10, 2025
SUBJECT: Capital Program Report



CAPITAL PROJECTS

88
Total Projects

SCHEDULE

31
Average Days Variance...

72
>60 Days Variance

4
>30 - <60 Days Vari...

12
>60 Days Variance

BUDGET

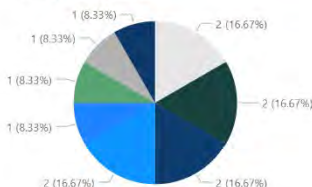
88
% Within Budget

77
<= 110%

(Blank)
> 110%

11
> 120%

> 60 Days Variance (RED) by Delay Cause



Delay Cause

- CONSTRUCTION DELAYS
- CONTRACTING
- DESIGN
- SUPPLY CHAIN ISSUES
- BID
- PERMIT
- PLANNING
- START UP/COMMISSIONING

Total Projects: The total number of projects active in the capital program. This total number includes all projects regardless of dollar value.

Schedule: Overall program schedule performance is reported as Average Days Variance. The Dashboard also includes the number of projects performing **≤30 days**, **31 ≤ 60 days** and **>60**. Positive variance is considered Late, negative variance is considered early.

Budget: Overall program budget performance is reports as the % of projects within budget. The Dashboard also includes the number of projects performing **≤ 110%**, **>110%** and **>120%**.

Delay Cause: The general cause of delays for projects > 60 days behind schedule.

Blank: Denotes zero (0) projects reporting under that category.

Comments: Variance by Delay Cause has been expanded to look in more detail at Design/Permit/Bid process.

Gordon M. Boggie
BOARD MEMBER

Kevin L. Baker
BOARD MEMBER

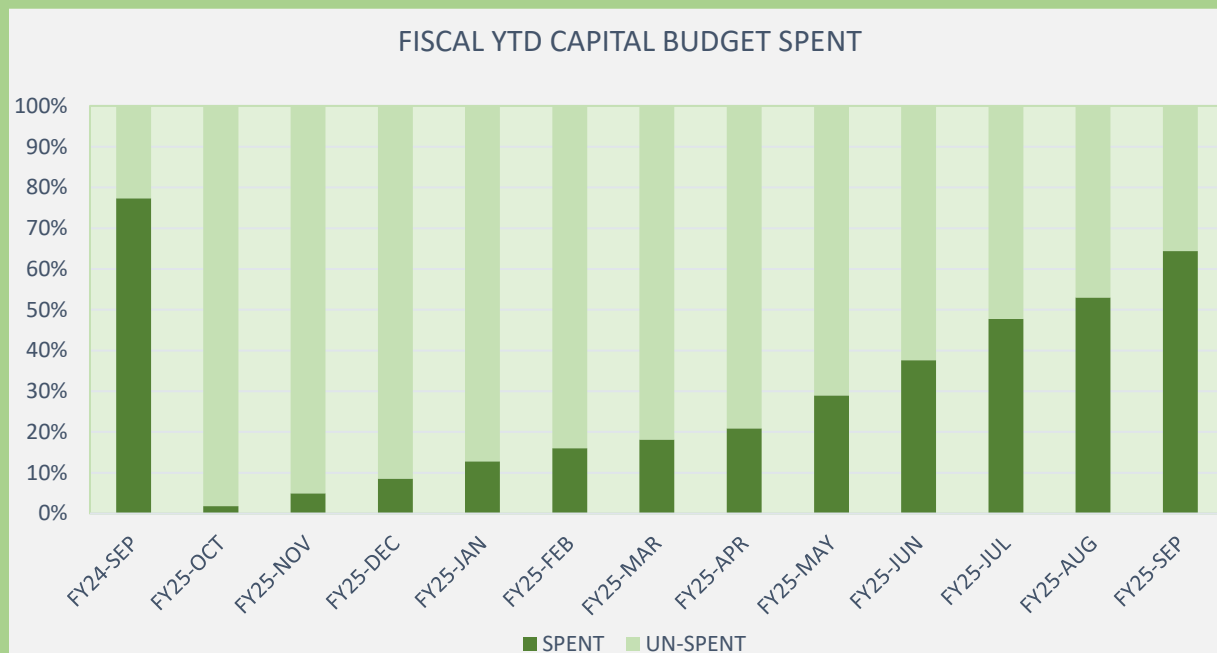
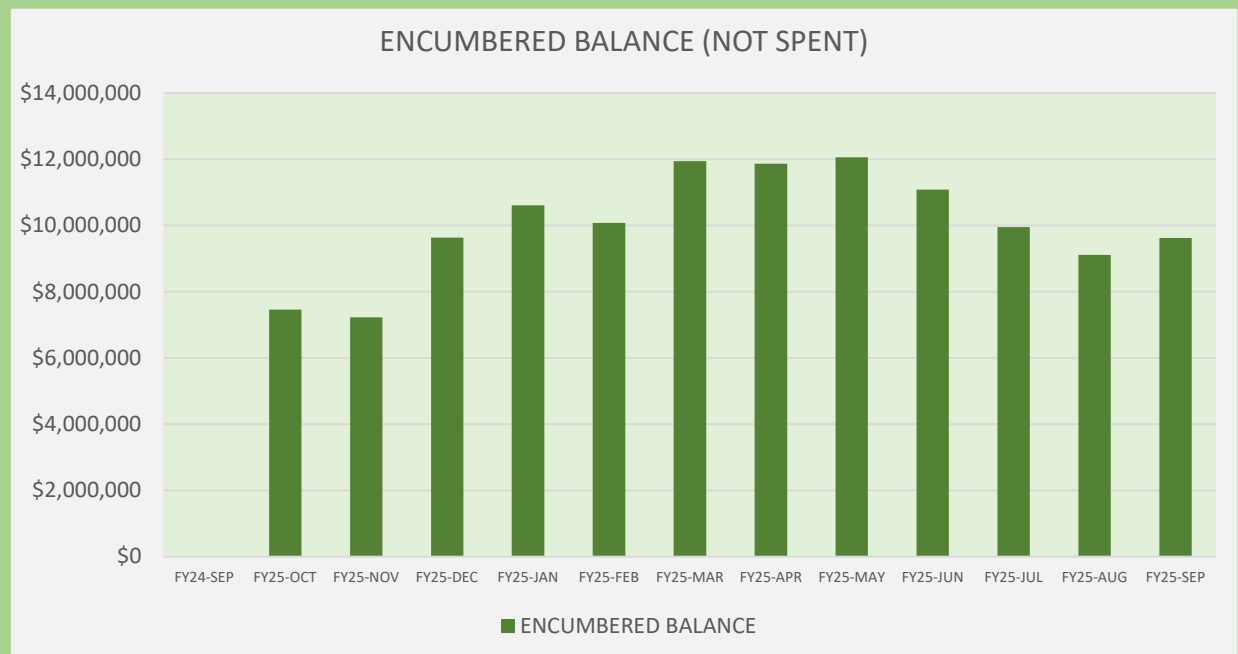
Dr. Matt H. Rostock
BOARD MEMBER

Stephen B. Rockoff
BOARD MEMBER

Capital Budget: Overall capital program budget performance is reported as:

Encumbered Balance: The dollar amount encumbered under open purchase orders within the current fiscal year less the amount spent during the current fiscal year.

Capital Budget Spent: The percentage of the current fiscal year capital budget spent during the current fiscal year.



Company	Project	PM	% Complete	Finish Variance	Finish Date	UpcomingTask/Submittal
Baxter & Woodman	A Structure and B Structure Rehabilitation	AR	100	0	9/24/2025	TBD - LRECD to issue NTP. TBD - Pre-Construction Meeting
Baxter & Woodman	Anaerobic Selector Zone Pilot Testing and Process Blower Improvements	BP	63	0	7/9/2026	9/25 - Shipment of equipment and installation to begin. 1/20/26 - Pilot Test Begin. 5/18/26 - Pilot Test Complete. 5/19/26 - Draft TM Review. 6/18/26 - Final TM Submittal.
Baxter & Woodman	Headworks Rehabilitation	AR	100	0	9/24/2025	TBD - LRECD to issue NTP. TBD - Pre-Construction Meeting
Baxter & Woodman	IQ518 Electrical and IC Upgrades	SP	71	18	3/7/2026	10/27/25 - 100% Submittal to LRECD. 11/10/25 - 100% Submittal Review Meeting. 11/30/25 - Bid Document Submittal.
Baxter & Woodman	Lift Station 200 Rehabilitation and Upgrades	SP	100	0	7/28/2025	Project Completed on 7/28/25.
Baxter & Woodman	Lift Station Control Panel Replacement and Telemetry	RT	0	0	1/12/2028	5/29/25 - Project placed on hold by LRECD until 2026.
Baxter & Woodman	Vacuum Truck Dump Facility	JH	86	0	10/5/2026	10/8/25 - Submit bid recommendation
Carollo	Wastewater Utility Risk and Resilience Assessment	AG	95	103	10/16/2025	Carollo and District staff are finalizing results and rankings from the assessment. Carollo is currently scheduled to attend the October Governing Board meeting and present the results.
HCE	Country Club Drive Cascading System	MP	0	0		
HCE	Indiantown Road Gravity and Manhole Inspections	CM	100	0	10/1/2025	Comments on draft report received from District staff on 9/30/25. Revised report transmitted to the District on 10/1/25. Project is complete.

Company	Project	PM	% Complete	Finish Variance	Finish Date	UpcomingTask/Submittal
HCE	Lift Station 050 Emergency Generator	CM	71	0	3/12/2026	**COMPLETED:** Activated PBC ROW Permit <<<<=====>>>> **UPCOMING:** Site mobilization and commence construction October 20th, brick and grout resubmittal review, updated bypass plan review upon submittal
HCE	Lift Station 082 Conversion	MP	93	150	12/21/2025	**COMPLETED:** Training completed <<<<=====>>>> **UPCOMING:** Pay App 7, new schedule and time extension, stilling well install and ATS wiring issue resolved, DFS Resolution, Final O&Ms and as-builts.
HCE	Lift Station Cellular Telemetry	PV	88	24	12/27/2025	**COMPLETED:** Minor SCADA punchlist items <<<<=====>>>> **UPCOMING:** Final punchlist walkthrough. Approval of CO 12 (still waiting on final walkthrough schedule).
HCE	MLS Odor Control Improvements	CM	100	0	4/4/2026	**COMPLETED** Final submittal provided on August 7, 2025<<<<=====>>>> **UPCOMING** Project complete
KCI	20 Acre Site Remediation	TM	88	44	2/17/2026	PBC Concurrency extended. PBC permit resubmittal made on 8/18/25: PBC Zoning and ERM resolved, Landscape/Tree Barricade reviewer says he will review by 10/10/25. SFWMD resubmittal on 9/19/25 - reviewer will take 30 days.
Kimley-Horn	AC Force Main Replacement - A1A	SS	77	5	4/21/2026	Construction contract award at the August 2025 Governing Board meeting.
Kimley-Horn	County Line Road Utility Relocations	SS	34	95	4/5/2026	Substantial completion

Company	Project	PM	% Complete	Finish Variance	Finish Date	UpcomingTask/Submittal
Mock-Roos	Loxahatchee River Subaqueous Force Main Replacement	JC	80	0	1/28/2026	Open cut casing installation through FEC right of way.

Company	Project	PM	% Complete	Finish Variance	Finish Date	UpcomingTask/Submittal
LRD	17213 Bush Road Gravity Sewer System	CJ	49	13	6/16/2026	Shop drawing submittals in progress.
LRD	2500 Jupiter Park Drive Site Improvements	KD	26	0	3/16/2028	Kick-off meeting is scheduled for October 21, 2025
LRD	2966 Jamaica Drive	CJ	100	0	1/21/2025	COMPLETE
LRD	Administration and Operations Fire System	JP	74	595	4/18/2026	Need to requote project to ensure contractors include identical number of devices.
LRD	Administration Bathroom Renovation	JP	100	0	2/7/2025	COMPLETE
LRD	Aeration Basin Fine Bubble Diffuser Replacement	JP	0	0	3/30/2027	Project rescheduled for after completion of Anaerobic Selector project on 7/9/26. Updated project start date to 8/3/26.
LRD	Aeration Basin Influent Gate Operator	JP	98	136	11/15/2025	2 of 3 gates complete. Had manufacturer issue with the third gate. Waiting on replacement parts from manufacturer.
LRD	Australian and Palm Garden Manhole Adjustments	CJ	100	0	7/25/2025	COMPLETE
LRD	Blower Building Intake Louver Replacement	JP	0	0		Project placed on HOLD
LRD	Clarifier 4 Rehabilitation	JP	74	0	2/2/2026	All surfaces prepped and primed. Painting anticipated to be complete by 10/10/25.
LRD	Data Sonde	BH	100	0	3/30/2025	COMPLETE
LRD	Disaster Recovery Site Setup	JC	15	412	1/22/2026	Have a complete cost breakdown and analysis; to be reviewed by directors
LRD	Door Access Control Replacements	JC	100	0	1/30/2025	COMPLETE
LRD	Emergency Notification System	JP	100	0	8/31/2025	COMPLETE.
LRD	Engineering Services Offices	CJ	63	225	11/7/2026	Fiber/electrical work construction in progress.
LRD	Front End Loader Replacement	JP	100	0	1/17/2025	COMPLETE

Company	Project	PM	% Complete	Finish Variance	Finish Date	UpcomingTask/Submittal
LRD	Headworks H2S Monitor - Odor Control System Improvements	JP	100	0	7/31/2025	COMPLETE
LRD	Indian Hills Low Pressure Sewer System	CJ	97	21	10/24/2025	Project complete. Working on closeout documents.
LRD	Injection Well Flow Meter	JP	100	0	8/20/2025	COMPLETE
LRD	IQ System Flow Control Improvements	CJ	14	0	9/25/2026	New FCVs on order. In-house construction will order necessary piping material and install upon receipt of parts.
LRD	IQ502 Electrical Service - Admiral's Cove	CJ	60	-91	1/1/2026	Shop drawing submittals in progress.
LRD	IQ511 Spare Jockey Pump Rebuild - FLY-0921132	JN	41	31	10/31/2025	Waiting parts and delivery
LRD	IQ518 Pump Rebuilds	JN	100	0	2/17/2025	COMPLETE
LRD	IT Offices	JC	0	0		Coordinate with IT Staff for alternate layout which may not require permitting from PBC.
LRD	JILNOA FPL Pole Removal	KD	100	0	2/28/2025	COMPLETE
LRD	Lift Station 011 Collection System - Laterals	CJ	0	0	9/25/2026	See October Board Meeting Agenda Item 6C
LRD	Lift Station 012 Collection System - Laterals	CJ	0	0	9/25/2026	See October Board Meeting Agenda Item 6C
LRD	Lift Station 014 Collection System - Laterals	CJ	0	0	9/25/2026	See October Board Meeting Agenda Item 6C
LRD	Lift Station 027 Collection System - Laterals	CJ	0	0	9/25/2026	See October Board Meeting Agenda Item 6C
LRD	Lift Station 028 Rehabilitation	CJ	31	36	6/26/2026	PO issued. Pre-construction meeting scheduled for 10/10/25.
LRD	Lift Station 029 Rehabilitation	CJ	31	36	6/26/2026	PO issued. Pre-construction meeting scheduled for 10/10/25.
LRD	Lift Station 039 Rehabilitation and Force Main Replacement	CJ	30	0	10/3/2026	Permit applications submitted. FDOH permit received and awaiting receipt of FDEP ERP permit. General Services Contractors proposals in processing.
LRD	Lift Station 050 Collection System Rehabilitation	CJ	100	0	1/28/2025	COMPLETE

Company	Project	PM	% Complete	Finish Variance	Finish Date	UpcomingTask/Submittal
LRD	Lift Station 081 Rehabilitation	CJ	100	0	7/25/2025	COMPLETE
LRD	Lift Station 148 Rehabilitation	CJ	100	0	7/23/2025	COMPLETE
LRD	Lift Station 152 Rehabilitation	CJ	100	0	7/25/2025	COMPLETE
LRD	Lift Station 163 Electric Service Improvements	CJ	27	0	6/2/2026	Site visit completed with General Services Contractor. Awaiting proposal.
LRD	Lift Station 167 Rehabilitation	CJ	100	0	7/17/2025	COMPLETE
LRD	Lift Station 169 Rehabilitation	CJ	33	73	7/26/2026	Mechanical work approved under general services contract. Awaiting re-authorization of general electrician services contract at October Board Meeting to move forward with this project.
LRD	Lift Station 177 Power and Control Panel	CJ	65	-19	4/29/2026	Shop drawing submittals in progress.
LRD	Lift Station 190 Collection System - Laterals	CJ	0	0	9/25/2026	See October Board Meeting Agenda Item 6C
LRD	Lift Station 230 Rehabilitation	CJ	100	0	2/18/2025	COMPLETE
LRD	LP1260 Rehabilitation	CJ	71	94	12/28/2025	Pumps and control panel received on 10/3/25. Contractor to provide updated project schedule.
LRD	Main Generator 1 Enclosure Replacement	JP	0	0		Project rescheduled with 2500 Jupiter Park Drive Site Improvements - Phase 1
LRD	Mini Excavator	CJ	100	0	2/18/2025	COMPLETE
LRD	MLS Pump Rebuild - FLY-1870002/LS001-P3	JN	100	0	9/29/2025	COMPLETE
LRD	Network Hardware Replacement - LS001, LS200, IQ518	JC	100	0	9/4/2025	Completed
LRD	New Ford Transit - Reuse	JP	100	0	7/15/2025	COMPLETE
LRD	Plant Lift Station 001 Control Panel Replacement	JP	100	0	7/18/2025	Project bidding and procurment COMPLETE. Waiting on HGI to submit project schedule. Upon receipt, need to create new contracting schedule.

Company	Project	PM	% Complete	Finish Variance	Finish Date	UpcomingTask/Submittal
LRD	Portable Equipment Anchoring	CJ	100	0	1/16/2025	COMPLETE
LRD	Portable Generator Replacement	JN	94	2	10/10/2025	Waiting on vehicle registration
LRD	Portable Generator Replacement	JN	97	17	10/10/2025	Waiting on vehicle registration
LRD	Portable Pump Replacement	JN	100	0	7/31/2025	COMPLETE
LRD	Public Education UTV	JP	100	0	9/25/2025	COMPLETE
LRD	River Center Passenger Van	JP	100	0	6/5/2025	COMPLETE
LRD	San Palermo IQ Point of Connection	CJ	56	179	4/12/2026	Shop drawing submittals in progress.
LRD	Science Center at JILONA	KD	0	0	9/30/2026	Project ON HOLD pending coordination with BLM
LRD	Server Life Cycle Replacement	JC	84	457	9/30/2025	Alan has validated the Hach Test Servers and we will move by end of October (cannot move while monthly reports are being compiled).
LRD	Sludge Polymer Make Up System	JP	100	0	9/26/2025	COMPLETE
LRD	Sludge Storage Tank Fine Bubble Diffuser Replacement	JP	0	0	2/3/2027	Project rescheduled for after completion of Anaerobic Selector project on 7/9/26. Updated project start date to 8/3/26.
LRD	Trailer Caddy	JP	100	0	5/16/2025	COMPLETE
LRD	Unit 14 Replacement - Construction	JP	95	92	11/16/2025	Vehicle delivered twice and not accepted each time. Vehicle back at vendor for rear window repair.
LRD	Unit 21 Replacement - Wild Pine Lab	JP	100	0	11/21/2024	COMPLETE
LRD	Unit 24 Replacement - Engineering	JP	100	0	12/20/2024	COMPLETE
LRD	Unit 25 Replacement - Ops Admin	JP	100	0	11/28/2024	COMPLETE
LRD	Unit 26 Replacement - Collections	JP	100	0	2/21/2025	COMPLETE

Company	Project	PM	% Complete	Finish Variance	Finish Date	UpcomingTask/Submittal
LRD	Unit 27 Replacement - Reuse	JP	82	0	1/7/2026	Vendor indicated vehicle to be delivered by 10/10/25
LRD	Unit 29 Replacement - Collections	JP	82	0	1/6/2026	PO issued 11/25/24. Delivery of vehicle pending.
LRD	Unit 63 - New F550 Crane - Construction	JP	84	0	12/24/2025	Delivery date provided by vendor. Delivery scheduled for November 2025.
LRD	WWTP Electrical Upgrades - Phase 1	JP	89	10	12/14/2025	Completion of install of 30 kVA XFMR pending. Scheduled for 10/10/25.



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: October 16, 2025
SUBJECT: Engineering Services Report

Engineering Administration:

Engineering Admin (ENG ADMIN) staff engage on a daily basis with customers and developers on the following District functions:

- Plan Review Process (from pre-application through Construction)
- Grease Interceptor Application / Change of Ownership or Operation
- Easement Encroachment Requests
- Emergency Calls

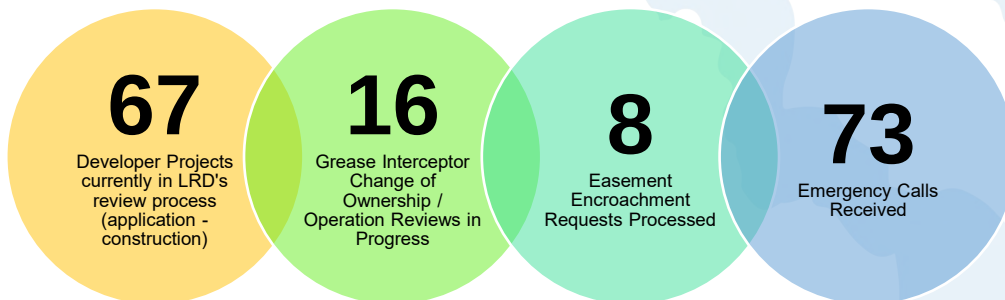
Engineering's goal is to respond to developer's requests within 5 business days at all stages of the review process.

Developer Response

MonthYear	Avg RT (Working Days)
2024-Sep	1.78
2024-Oct	Not Available
2024-Nov	Not Available
2024-Dec	Not Available
2025-Jan	2.62
2025-Feb	2.58
2025-Mar	1.26
2025-Apr	1.77
2025-May	2.20
2025-Jun	2.70
2025-Jul	1.93
2025-Aug	1.78
2025-Sep	1.59

KPI LEGEND

KPI RANGE	COLOR
≤ 5 WORKING DAYS	GREEN
5 < DAYS ≤ 7	YELLOW
> 7 WORKING DAYS	RED



September 2025

Gordon M. Boggie
CHAIRMAN

Kevin L. Baker
BOARD MEMBER

Stephen B. Rockoff
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

Additionally, Engineering Admin also functions as the record keepers of the District through maintenance of record drawings and the Geographic Information Systems (GIS) map. All assets are generated and updated first by Engineering and then disseminated through a workflow to the District's asset management system. District staff are encouraged to complete redlines to the map for any discrepancies / updates that are needed based on field observation.

GIS Redlines	
Month-Year	# of Redlines Processed
September-24	29
October-24	64
November-24	29
December-24	30
January-25	21
February-25	44
March-25	31
April-25	18
May-25	19
June-25	52
July-25	48
August-25	59
September-25	32
12-MONTH AVERAGE	37

KPI Metrics:

	≥ 20
	15 < REDLINES ≤ 19
	> 15 REDLINES

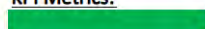
Engineering Inspections:

Engineering Inspections (ENG INSP) staff are responsible for protection of existing District facilities and ensuring new facilities are constructed in compliance with the District's Manual of Minimum Construction Standards and Technical Specifications.

For compliance with Underground Facility Damage Prevention and Safety Act, Chapter 556, Florida Statutes, Engineering must respond to standard locate tickets within 2 full business days (metric is set to 2.75 days to account for tickets that come in after business hours).

811 Locates		
Month-Year	# of Locate Tickets Completed	Average Time to Locate (Days)
September-24	712	0.65
October-24	732	0.53
November-24	724	0.86
December-24	685	0.78
January-25	756	0.64
February-25	644	0.71
March-25	744	0.68
April-25	733	0.68
May-25	704	0.73
June-25	727	0.87
July-25	739	0.81
August-25	876	0.78
September-25	851	0.83
12-MONTH AVERAGE	741	0.74

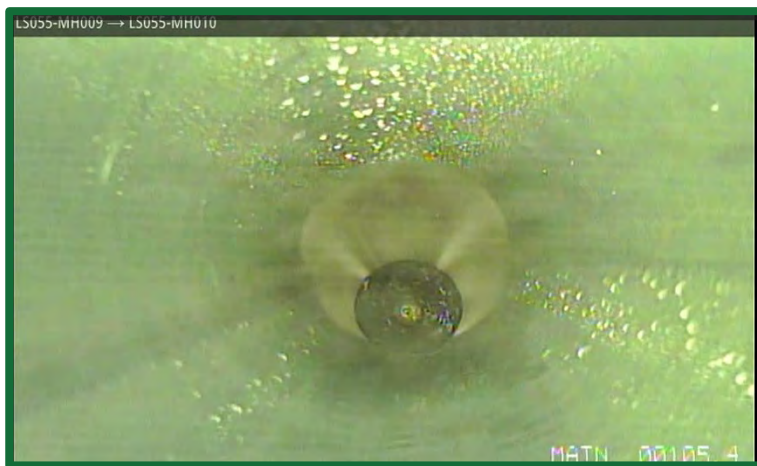
KPI Metrics:

	< 2.75 days
	≤ 2.9 days
	> 2.9 days

Engineering Construction:

Engineering Construction (ENG CON) staff are responsible for supporting Collections, Reuse and Operations with necessary repairs and rehabilitations of their respective assets. The District has a Construction Foreman who oversees three 2-person construction crews.

The Engineering Department also oversees general services construction contracts (low-pressure, lift station, wastewater/IQ, general electrician services and lining).



Project Highlight

SAK Construction, LLC completed miscellaneous CIPP main lining on various VCP mains identified within the collection system as in need of rehab/repair prior to planned main lining.

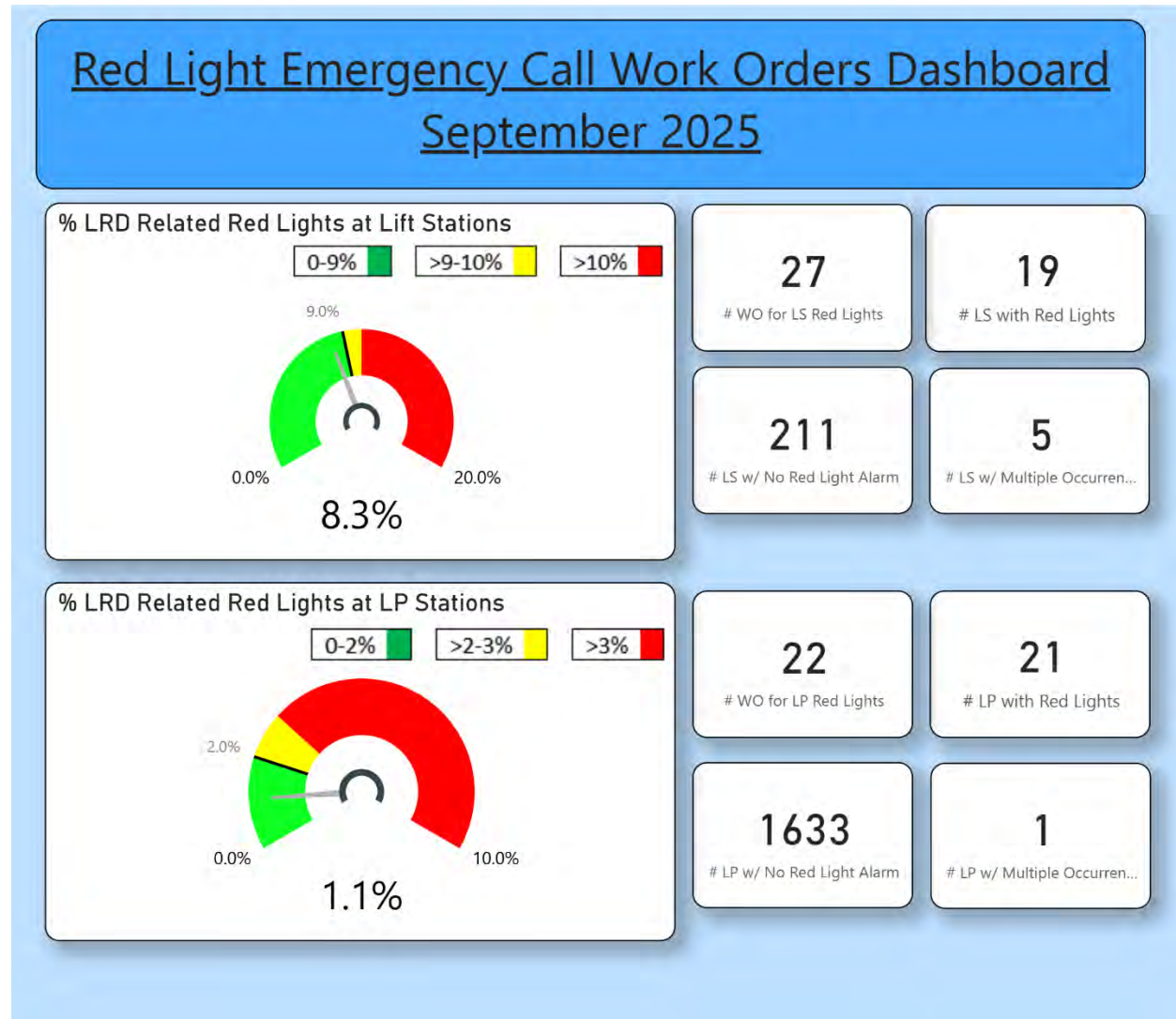
Collections / Transmission & Reuse / Distribution:

Collections / Reuse (COL/REUSE) staff are responsible for the District's collection and transmission system, which collects and transmits raw wastewater to the District's Wastewater Treatment Facility (WWTF) for treatment. Additionally, they are responsible for the District's distribution system, which delivers reuse water to our wholesale and retail customers. Collections / Reuse staff routinely perform preventative maintenance on the various assets of the District's collection and distribution systems and respond to emergency calls.

Red Lights / Emergency Call Response:

This month the wastewater collections / transmission system experienced 49 total red lights. 27 lift station red lights (19 stations with 5 stations experiencing multiple red light events) and 21 low pressure red lights (21 stations with 1 station experiencing multiple red light events).

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.



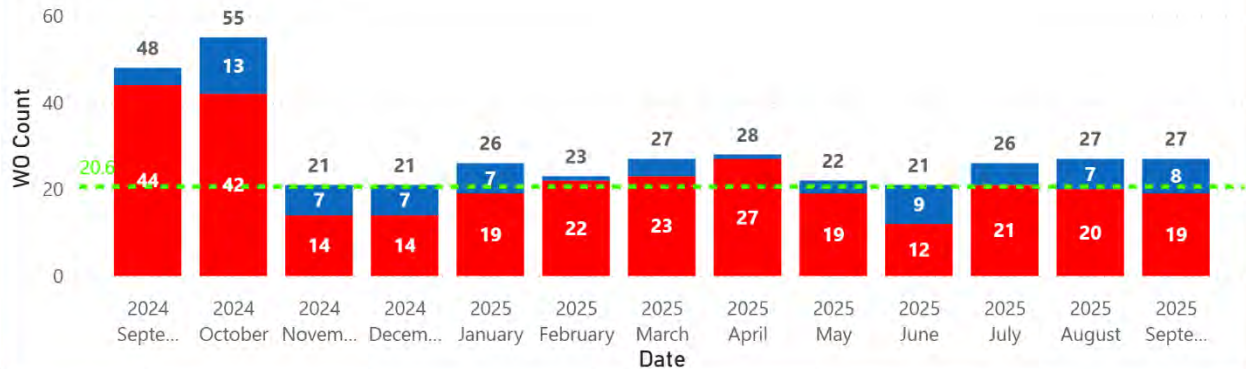
Of the wastewater lift stations within the District's service area, 8.3% of these lift stations experienced a LRD related red light in September 2025 as compared to 19.1% in September 2024.

Red Light Emergency Call Work Order Lift Station: Trend

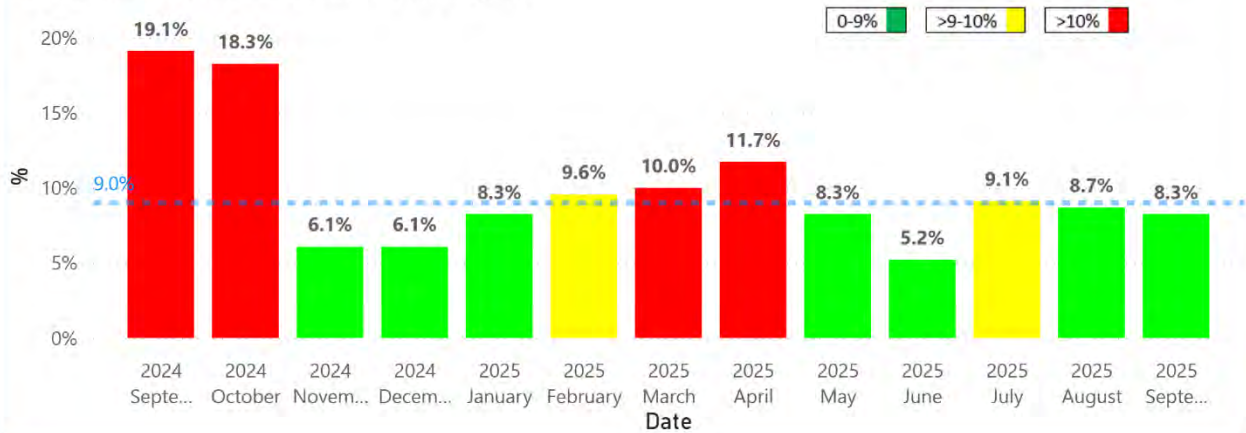
9/1/2024 through 9/30/2025

WO Count LS Red Lights

LRD Related ● Related ● Not Related



% LS Stations with LRD Related Red Lights



Of the low-pressure stations within the District's service area, 1.1% of these low-pressure stations experienced a LRD related red light in September 2025 as compared to 1.0% in September 2024.

Emergency Call Work Order Low Pressure: Trend

9/1/2024 through 9/30/2025

WO Count LP Red Lights

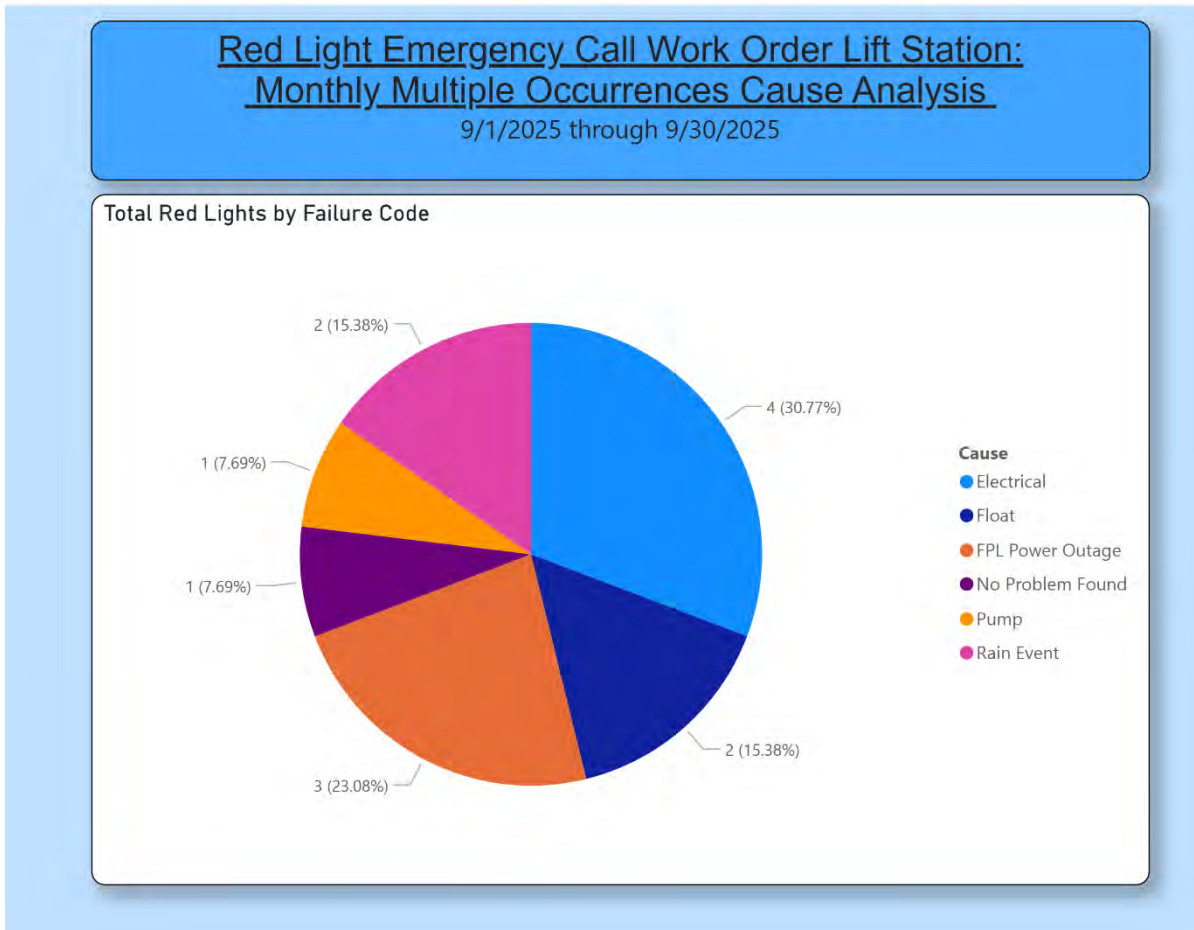
LRD Related ● Related ● Not Related



%LP Stations with LRD Related Red Lights

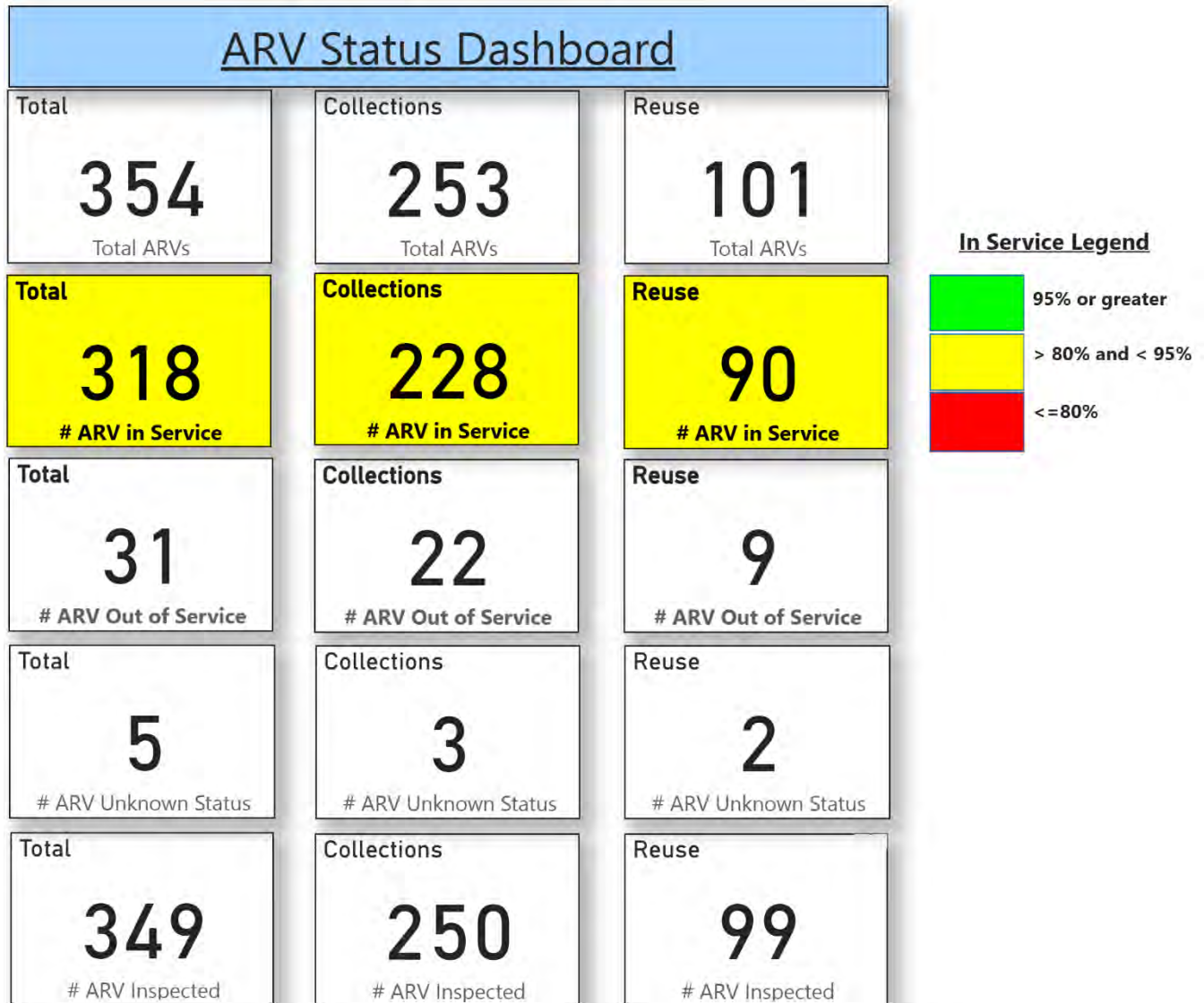


In September 2025, 5 lift stations experienced multiple redlights. Lift Station No. 078 (18823 Rio Vista Dr), Lift Station No. 138 (17300 Alt A1A S), Lift Station No. 147 (18 Saddlebrook Rd), and Lift Station No. 226 (250 W Thatch Palm Cir) experienced issues related to the pumps and electrical components at the station. Lift Station No. 149 (JDSP River Campground) experienced issues related to prohibited discharge. Refer to table below for additional information.



13 Count of WO#		5 Count of Asset		Emergency Call Work Orders Data Explorer		
WO#	Asset	Result	Comments	Failure Code	Date Reported	Status
2241104	LS078	LS Red Light	replaced off float	FLOA	September 2025	10 - Closed
2243363	LS078	LS Red Light	NOTHING IN PUMP--REPLACED vfd	ELEC	September 2025	10 - Closed
2244529	LS078	LS Red Light	replaced VFD after finding no other issue	ELEC	September 2025	10 - Closed
2244626	LS078	LS Red Light	rags in pump--pump megged bad but not replaced--need review	PUMP	September 2025	07 - WO Processing
2246575	LS078	LS Red Light		FPOU	September 2025	10 - Closed
2244625	LS138	LS Red Light	replaced phase monitor	ELEC	September 2025	10 - Closed
2244672	LS138	LS Red Light	no problem found when arrived	NOPR	September 2025	10 - Closed
2241059	LS147	LS Red Light	replaced start capacitor	ELEC	September 2025	10 - Closed
2243691	LS147	LS Red Light	replaced floats	FLOA	September 2025	10 - Closed
2246173	LS149	LS Red Light	excess water coming into station from sprinkler system	RAEV	September 2025	10 - Closed
2246178	LS149	LS Red Light		RAEV	September 2025	10 - Closed
2240781	LS226	LS Red Light	POWER OUTAGE	FPOU	September 2025	10 - Closed
2245674	LS226	LS Red Light		FPOU	September 2025	10 - Closed

Air Release Valve Preventative / Corrective Maintenance: Collections staff are completing preventative maintenance on all ARVs and coordinating with Construction for necessary repairs on ARVs that are out of service.



Lift Station Wet Well Preventative Maintenance: Collections staff are completing preventative maintenance on lift station wet wells and adjusting frequency of cleaning based on findings to efficiently utilize staff time / resources.



Unauthorized Discharges: There were 0 unauthorized discharges in the collection-transmission & reuse-distribution system this month.

Unauthorized Discharge FIELD : KPI

Field Sewage Unauthorized Discharge by Month

Date	Occurrences	Total Gallons	Impacting Surface Waters
September 2024	4	70	0
October 2024	3	69	0
November 2024	4	66	0
December 2024	3	60	0
January 2025	3	57	0
February 2025	2	51	0
March 2025	2	6	1
April 2025	4	42	0
May 2025	0	0	0
June 2025	1	255	1
July 2025	3	601	0
August 2025	1	54	0
September 2025	0	0	0
Total	30	1,331	2

Field IQ Unauthorized Discharge by Month

Date	Occurrences	Total Gallons	Impacting Surface Waters
September 2024	0	0	0
October 2024	1	200	0
November 2024	0	0	0
December 2024	1	2	0
January 2025	0	0	0
February 2025	0	0	0
March 2025	0	0	0
April 2025	1	10,000	0
May 2025	1	5	0
June 2025	0	0	0
July 2025	0	0	0
August 2025	0	0	0
September 2025	0	0	0
Total	4	10,207	0

Conditional Formatting

Green: Total Gallons < 704 AND Impacting Surface Waters = 0

Yellow: Total Gallons <= 1500 AND Impacting Surface Waters = 0

Red: Total Gallons > 1500 OR Impacting Surface Waters >= 1



LOXAHATCHEE RIVER DISTRICT

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D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

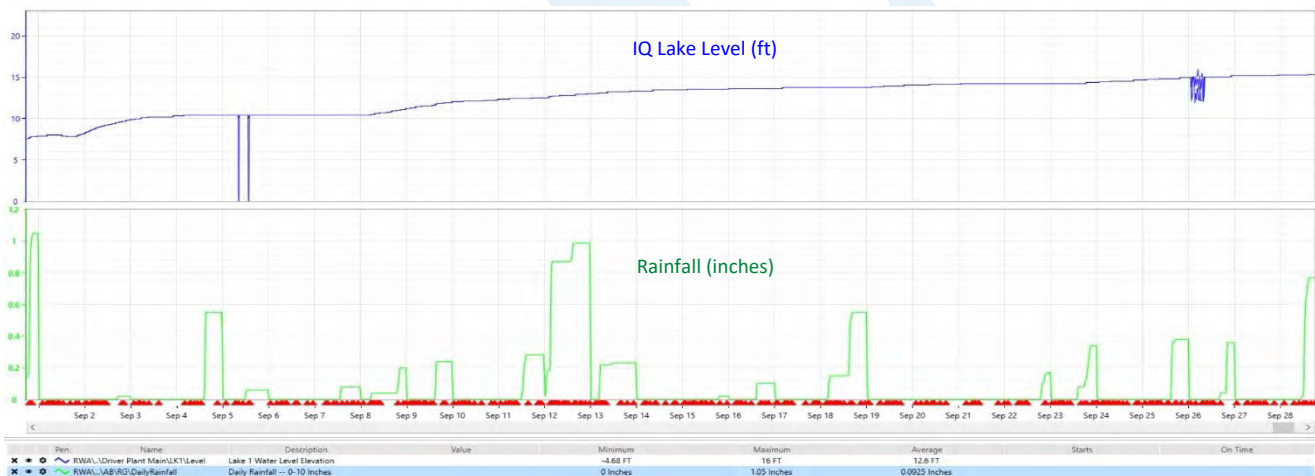
loxahatcheeriver.org

MEMORANDUM

TO: Albrey. Arrington, Ph.D., Executive Director
FROM: Jason A. Pugsley, P.E., Operations – Plant Manager
DATE: October 10, 2025
SUBJECT: September 2025 Operations Department Monthly Report

Treatment Plant Monthly Performance Summary

Overall, the month of September 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 flows during the previous month. This month, Sludge Volume Index (SVI) values continued to be variable and higher than desired in response to continued periods of excessive filamentous organisms. All other plant performance parameters were determined to be acceptable. This month the most notable change at the plant was the significant increase in the stored water volume in the onsite irrigation quality (IQ) storage lakes. During the month, the level in the lakes increased from approximately 7.9-ft to 15.4-ft, an increase of 7.5-feet. This level increase was driven by significant and consistent rainfall received within the watershed. As a result of this change, the plant resumed normal IQ storage and distribution operations. Prior to this month, the system was being operated in the bypass mode, feeding IQ-511 directly from the lined ponds, for the past 6-months due to the drought conditions experienced. The plant did not experience an unauthorized discharge during the month of September.



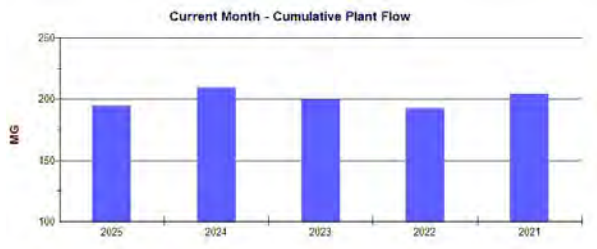
Gordon M. Boggie
CHAIRMAN

Kevin L. Baker
BOARD MEMBER

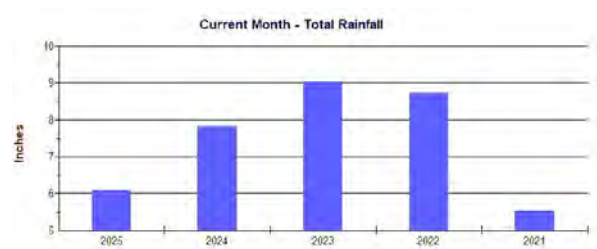
Stephen B. Rockoff
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

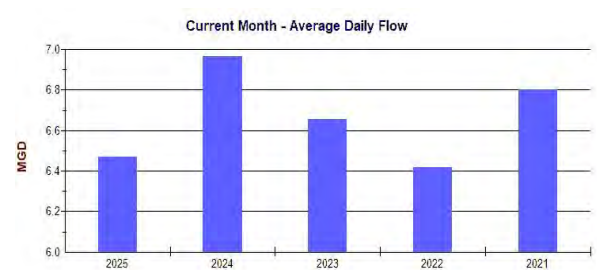
Graphical summaries of the plant flows and rainfall during the month of September, including comparisons with plant flows during the previous month (i.e., August 2025), are presented below.



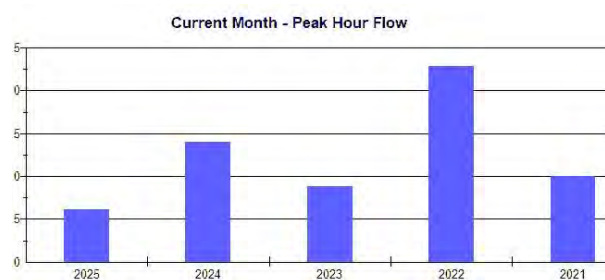
The Cumulative Influent Plant Flow for the month of September was 194.09 million gallons. This is nearly equivalent to the Cumulative Influent Plant Flow during the month of August of 195.19



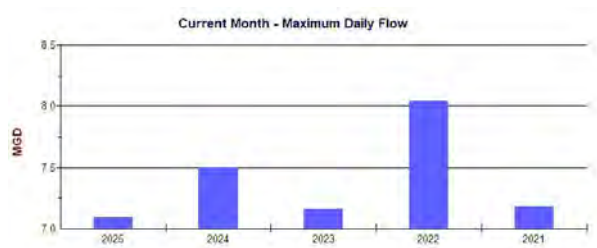
6.09 inches of total rainfall was recorded at the plant site during the month of September. This is significantly greater than the August rainfall recorded of 3.38.



The Average Daily Flow (ADF) for the month of September was recorded at 6.47 MGD which is slightly greater than the ADF recorded during the month of August of 6.30 MGD and less than the September 2024 ADF of 6.96 MGD.

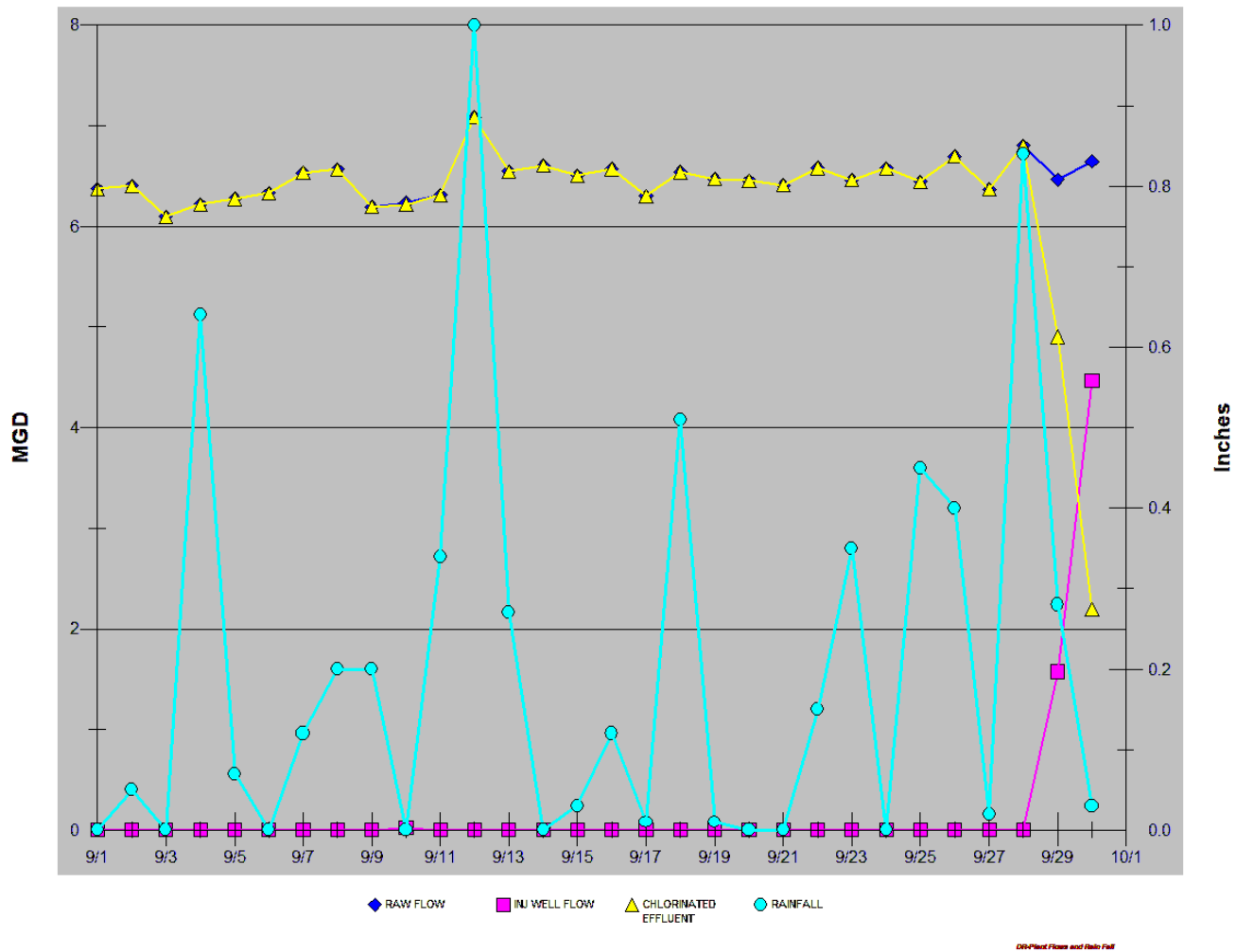


The Peak Hour Flow (PHF) for September was 5,979 GPM which equates to an equivalent daily rate of 8.61 MGD. This is slightly greater the PHF for August of 5,583 GPM (8.04 MGD).



The Maximum Daily Flow (MDF) in September was 7.09 MGD. This is greater than the MDF for August of 6.56 MGD.

For the month of September, 96.89% or 188.05 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 6.06 MG of blended effluent was diverted to the deep injection well for disposal. The plant delivered a total of approximately 112.86 million gallons of IQ water to the reuse customers during the month of September.



Year to date (i.e., Calendar Year 2025), approximately 93.79% 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, year to date, is 1,962.36 million gallons.

The Operations Dashboard for the month of September is provided below for review. The Dashboard provides a snapshot of the health and performance of the wastewater treatment plant over the monthly period and provides explanations for all metrics which are reported beyond or outside of the respective optimal range.

LOXAHATCHEE RIVER DISTRICT OPERATIONS DASHBOARD



		Plant									Pre-Treatment	IQ	
		Percent of Plant Capacity	SRT, MAvg	Aerbay NH3, MAvg	Sludge Yield, MAvg	Sludge Volume Index, MAvg	Secondary Treatment Performance	Permit Exceedance	CE CL2 Usage, MAvg	Dewatered Biosolids Cake, MAvg	IQ511 WW LSI	Grease Interceptor Inspections	NANO Blend
Benchmark / Customer Expectation		Mean Daily Incoming Flow	day(s)	% Reduction	lbs WAS/lbs cBOD	mL/g	Mean Clarifier TSS	# days	lbs CL2/MG	% Solids	Index	% requiring pump out	Max Specific Conductance (umhos/cm)
Green Level		≤ 70%	≥0.9 - ≤1.1	≥30 - ≤40	≥0.3 - ≤0.8	≤ 200	< 10	Zero	≤ 85	≥14.5	≥-0.3 - ≤0.3	<15	<1298
Yellow		≤ 80%	≥0.8 - ≤1.2	≥25 - ≤45	≥0.2 - ≤1.0	≤ 250	< 15		≤ 100	≥13.5	≥-0.6 - ≤0.6	≤25	≤1578
Red		> 80%	<0.8 - >1.2	<25 - >45	<0.2 - >1.0	> 250	≥ 15	≥ 1	> 100	<13.5	<-0.6 - >0.6	>25	>1578
2022 Baseline		64.54%	0.95	33.08	1.08	209	8.3	0.00	77.41	14.68	0.13	16	1294
2023 Baseline		62.90%	0.92	33.78	0.98	246	8.5	0.00	76.54	15.57	0.52	13	1296
2024 Baseline		63.39%	0.94	31.56	0.80	253	7.8	0	79.40	15.59	0.38	14	1136
2024	Sept	60.07%	1.02	27.00	1.03	263	4.8	0	116.06	15.37	0.60	14	1082
	Oct	63.80%	1.05	30.12	0.89	307	6.7	0	118.83	16.15	0.72	12	1159
	Nov	64.74%	0.99	36.49	0.63	275	6.6	0	67.86	15.36	-0.10	14	1089
	Dec	64.68%	0.87	29.79	0.60	277	10.3	0	76.99	15.37	0.21	18	1130
2025	Jan	63.51%	0.83	25.55	0.84	232	10.6	0	103.65	15.60	-0.09	14	1127
	Feb	64.03%	0.87	29.35	0.83	213	10.4	0	79.68	15.63	0.31	14	1162
	Mar	64.64%	0.88	28.39	0.83	261	10.1	0	77.70	15.69	0.08	11	1159
	Apr	64.00%	0.88	30.88	0.79	295	9.9	0	69.93	15.80	1.19	12	1138
	May	61.98%	0.93	34.80	0.72	255	8.9	0	69.29	15.73	0.27	12	1142
	Jun	59.43%	0.97	32.69	0.75	301	6.8	0	69.74	16.02	0.21	14	1283
	Jul	57.56%	1.02	30.54	0.70	266	7.8	0	69.37	16.58	0.19	15	1193
	Aug	57.02%	0.98	29.68	0.73	329	7.1	0	71.48	15.63	0.34	15	1208
	Sept	57.67%	1.06	36.37	0.69	302	7.2	0	65.62	15.71	0.40	12	1221
Consecutive Months at Green		137	5	1	6	0	6	53	8	33	0	9	28
Metric Owner													

Metric

Explanation

SVI

The higher than desired SVI reported this month was due to periods of relatively moderate organic loadings to the treatment plant with periods of relatively higher MLSS. When these conditions occur, there is a low food to mass (F:M) ratio which creates ideal conditions for filamentous organisms to propagate. Filamentous bacteria form thread like mats which result in sludge bulking which reduces sludge settleability. The most effective means to address the development and propagation of filamentous organisms with the current treatment process used at the District's WWTP is to chlorinate the return activated sludge (RAS) prior to reintroduction of the RAS into the aeration basins. This chlorination process results in the significant degradation or eradication of these organisms and therefore improves sludge settleability. Operators applied chlorine to the RAS five (5) times during the month which caused the SVI to improve after dosing. Additionally SVI is trending favorably aided by increased NH3 conversion.

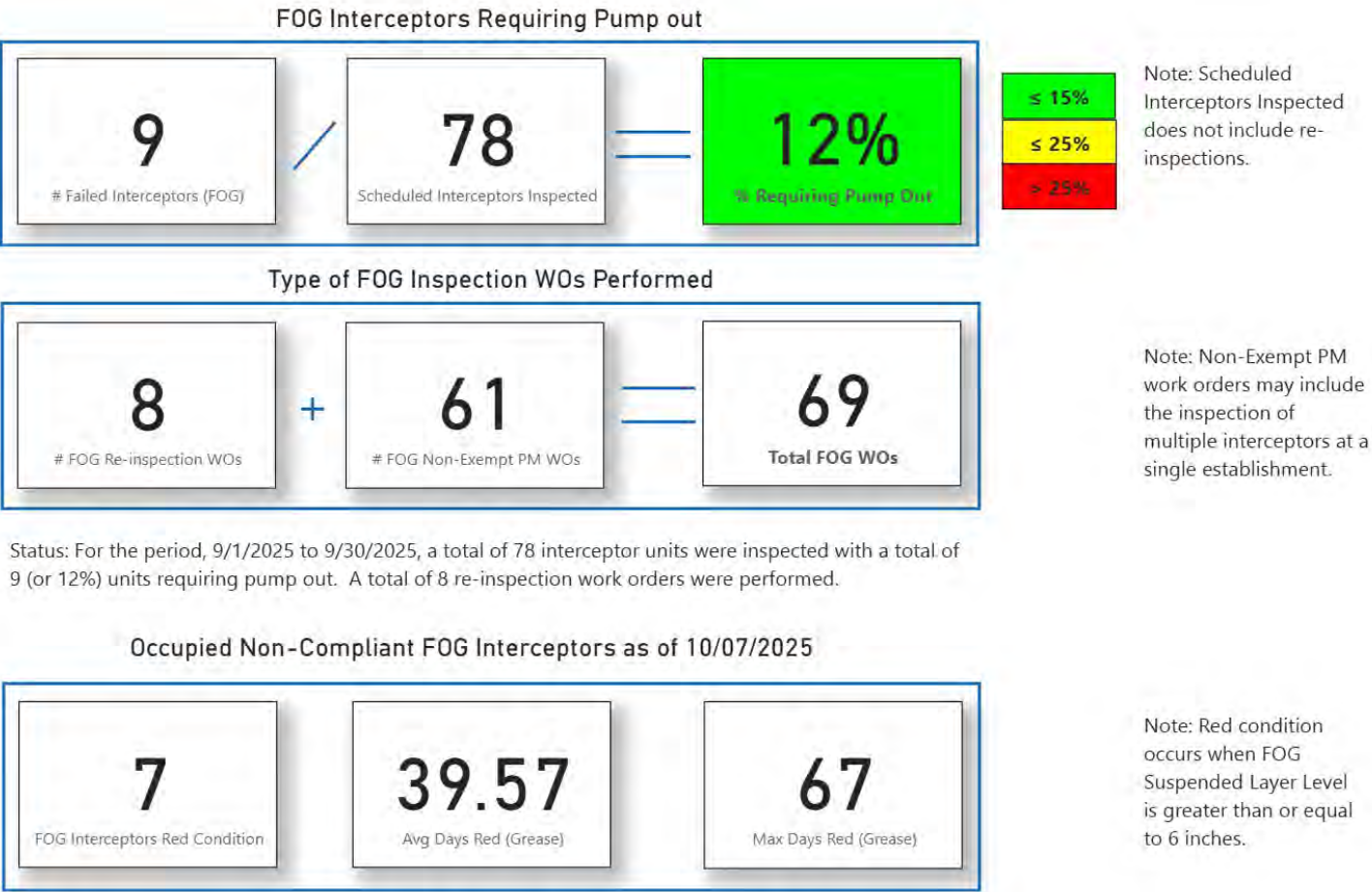
LSI

September's LSI monthly sampling event was completed again utilizing a HACH TNT 869 water hardness test. This month's sampling event continued to show an elevated calcium hardness on the majority of the samples taken. That increase drove the LSI reading into the unfavorable level at IQ-511. More data is needed to see if we need establish a new more accurate baseline for calcium hardness.

Industrial Pretreatment – Interceptor Management Program Update

The Industrial Pretreatment (IPT) Program provides for the regulation of wastewater discharges into the District’s sanitary sewer collection system for industrial and specific commercial establishments. One of the most significant functions performed by the IPT program is the regular inspection of interceptor units. Interceptors are generally required for food establishments, car washes or similar facilities which have the potential to discharge oily water and linen maintenance establishments.

Dashboard for Fats, Oils & Grease (FOG) Interceptor Suspended Layer Levels from 9/1/2025 to 9/30/2025



Project Highlights:

This month, Operations and Maintenance Team members replaced the existing, rudimentary cationic sludge polymer mixing units (Total of 3) with more advanced two-stage polymer mixing units. This change is expected to enhance the effectiveness of polymer conditioning, optimizing sludge dewatering performance and improving operational reliability.

Upgrading from a static mixer to a two-stage polymer mixing unit for sludge conditioning upstream of belt filter press units offers substantial process improvements and operational benefits. The existing static mixer system, while energy-efficient and low-maintenance, often resulted in inconsistent polymer activation and distribution, leading to variable sludge flocculation and a relatively lower cake solids content. In contrast, the new two-stage mixing units provides precise control over polymer hydration and blending, ensuring full activation and even distribution of polymer through a controlled sequence of mixing and aging before injection.

The most significant differences in the two systems is rooted in mixing intensity, control, and outcome. A two-stage unit features mechanical agitation and optimized residence time, which minimizes issues like unreacted polymer, “fish-eyes,” and inconsistent floc formation. This translates to more reliable dewatering, higher solids capture, and reduced polymer consumption — optimizing both cost and environmental impact. Automation and integrated controls in the new system allow for adaptive dosing and mixing adjustments, significantly lowering the risk of process upsets and maximizing operational efficiency.



Existing and Replacement Polymer Mixing and Feed Units

During the month of September, Operations Staff began using the recently purchased trailer caddy terminal tractor. Once all Staff have received training and become proficient in operating the trailer caddy, the existing semi-tractor trailer (i.e. yard dog), which is nearing the end of its useful life, will be decommissioned. The use of the battery-operated trailer caddy offers significant advantages over purchasing a new semi-tractor trailer unit. The initial purchase cost of a trailer caddy is approximately 25 to 33% of the cost of a new tractor trailer, providing immediate capital savings. Additionally, trailer caddies require minimal maintenance since they are battery operated and there are no complicated engines or transmissions to maintain. This eliminates fuel costs reduces long-term operational and maintenance expenses substantially.

Trailer caddies also result in improved operational efficiency and safety. They are simple to operate and have a small turning radius. The walk-behind design enhances maneuverability, especially in plant areas with tight spaces. The risk of elevated slips, trips and falls while climbing into and out of a tractor trailer is eliminated. Lastly, trailer caddies provide practical environmental and logistical benefits. Battery-electric dollies produce no emissions or noise during operation, supporting sustainability goals. Overall, trailer caddies offer a cost-effective, safe, and efficient way to move trailers onsite, making them a smart alternative to the high cost and complexity of purchasing and operating new tractor trailers.



New Trailer Caddy Terminal Tractor – Dewatered Sludge

The Maintenance Team also successfully completed the replacement of the existing motor actuator and gearbox units on the influent gates serving the three aeration basins this month. These components, originally installed in 2007, had reached the end of their useful life expectancy. Because the influent gates play a critical role in controlling and isolating the flow to each aeration basin, the team determined that a proactive replacement effort was necessary to ensure continued reliability and system operability.

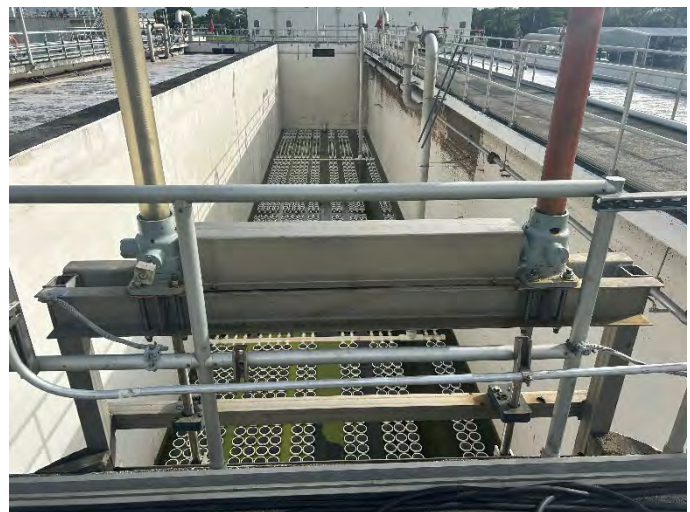
During the project planning phase, Staff conducted a detailed evaluation to determine whether it was necessary to fully replace and reinstall new motor actuator units or if replacing the tandem gearbox assemblies alone would be sufficient. This evaluation included a review of the operational history of each gate, focusing on the frequency with which the gates were actuated and their role in process control. It was found that the influent gates are operated only on an infrequent basis and are not used for real-time flow modulation into the aeration basins.

Based on this analysis, staff concluded that the installation of new motor actuators was not warranted. Instead, the decision was made to replace the existing assemblies with manually operated gearbox units. This approach provided multiple operational and financial advantages. By eliminating the motor actuators, the project achieved a significant reduction in replacement costs while also eliminating the ongoing operational and maintenance expenses associated with motor-driven units.

Additionally, the team recognized that motor actuators which operate infrequently often experience premature failure due to extended periods of inactivity, which could make them unreliable when urgently needed. The installation of manual gearboxes provides a more robust and dependable solution for the limited operational demands of these influent gates, while still ensuring that each aeration basin can be isolated safely and efficiently when required.



Existing Motor Operated Gate Actuator



New Manually Operated Gate Operator

Lastly this month, I wanted to take an opportunity to recognize Joe Brown for passing the Florida Department of Environmental Protection, Class C wastewater treatment plant (WWTP) operator licensure exam. Joe has worked at the District since 2000 (i.e. 25 years) and spent most of his career working in the Collections Department. A little over a year and a half ago, Joe expressed an interest in pursuing a new challenge and accepted a position as a WWTP Operator Trainee. Joe's desire was driven by his quest to continue to grow both personally and professionally. Since accepting his new position, Joe has performed exceptionally well and has diligently worked to learn the processes and procedures necessary to be a skilled operator. Please join me in congratulating Joe on this significant achievement.





LOXAHATCHEE RIVER DISTRICT

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TEL: (561) 747-5700

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D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

TO: Albrey Arrington, Ph.D., Executive Director
FROM: Bud Howard, Director of Information Services
DATE: October 9, 2025
SUBJECT: Information Services Monthly Governing Board Update for September 2025

WildPine Ecological Laboratory

Riverkeeper Project

In September, the lab staff and our partners collected 131 water quality samples from 18 monitoring stations throughout the watershed. A total of 77 fecal indicator bacteria samples were analyzed 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 September 2025 was “Fair” with 76% of all samples meeting the EPA/DEP water quality criteria for each site. This is a downgrade from last month’s “Good” score of 82%, but was better than last year’s September score of 60% (see score card below). Stormwater flows, which were very low through most of the wet season, have ramped up in September.

For the core water quality parameters, *total nitrogen* scored “Fair” during September with 78% of sites meeting the water quality criteria. This was a decrease from last month’s “Good” score of 85% and last year’s September score of 88%.

Total phosphorus results scored “Good” in September with 89% of sites meeting the water quality criteria. This was a slight improvement from last month’s “Good” score of 88%, and better than last year’s September score of 72%.

Chlorophyll results scored “Fair” for the month of September with 67% of sites meeting the stringent water quality criteria. This was an improvement from last month’s “Fair” score of only 62%, and significantly better than last year’s “Poor” score of 48% for September.

For the combined *fecal indicator bacteria* (fecal coliforms in all waters, enterococci in marine and brackish waters, and *E. coli* in fresh waters), September results scored “Fair” with 75% of sites meeting the established water quality criteria. This was lower than last month’s “Good” score of 85%, but a notable improvement over last year’s September “Poor” score of 51%.

Gordon M. Boggie
CHAIRMAN

Kevin L. Baker
BOARD MEMBER

Stephen B. Rockoff
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

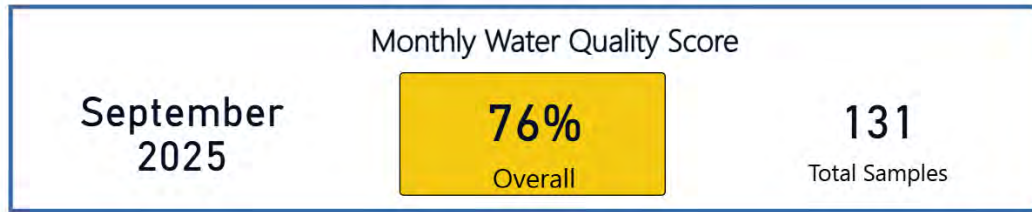
SampDate

9/1/2024

9/30/2025

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%



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

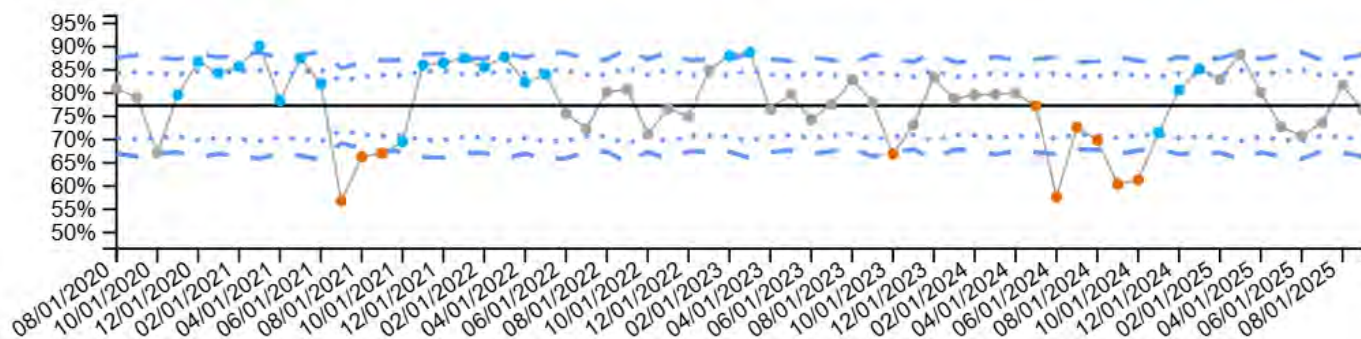
Year	Month	# Samples	Overall Score	# TN Samples	Total Nitrogen Percent Good	# TP Samples	Total Phosphorus Percent Good	# CLA Samples	Chlorophyll Percent Good	# BAC Samples	Bacteria Percent Good
2025	September	131	76%	18	78%	18	89%	18	67%	77	75%
2025	August	153	82%	26	85%	26	88%	26	62%	75	85%
2025	July	167	74%	29	97%	29	72%	29	38%	80	79%
2025	June	120	71%	18	94%	18	83%	18	50%	66	67%
2025	May	132	73%	19	100%	19	84%	19	63%	75	65%
2025	April	156	80%	29	90%	29	86%	29	48%	69	87%
2025	March	120	88%	18	94%	18	100%	18	78%	66	86%
2025	February	153	83%	26	92%	26	96%	26	65%	75	81%
2025	January	155	85%	28	100%	28	93%	28	64%	71	85%
2024	December	145	81%	25	96%	25	84%	25	56%	70	83%
2024	November	179	72%	34	82%	34	74%	34	53%	77	74%
2024	October	171	61%	33	82%	33	48%	33	55%	72	61%
2024	September	144	60%	25	88%	25	72%	25	48%	69	51%
Total		1926	76%	328	90%	328	81%	328	56%	942	75%

Statistical Process Control (SPC) Charts of Water Quality Scoring

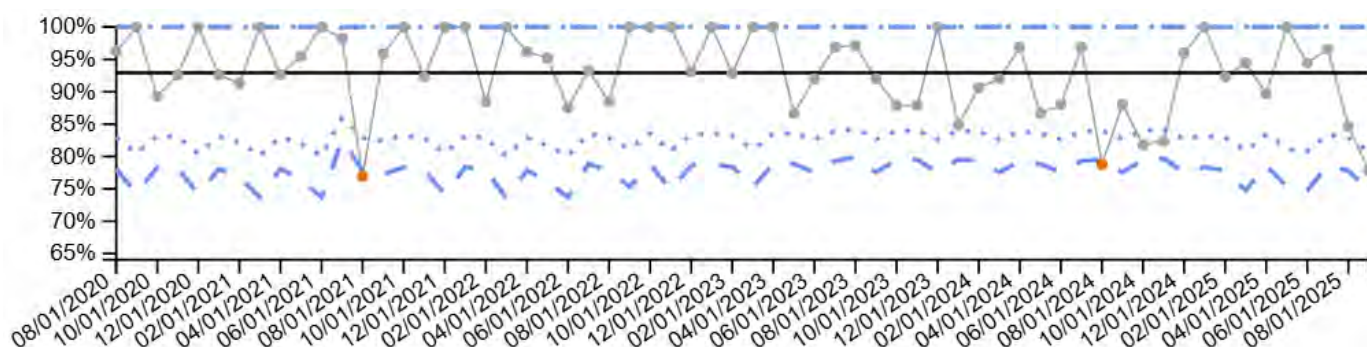
Our Statistical Process Control (SPC) charts provide more “intelligence” and context to the monthly water quality scores (see next page). These charts show statistical trends, shifts, and magnitude of changes in the scores. The mean is represented by the black centerline and the overall score is at 77% for the current 5-year period of record and recalculates depending on the data range. The upper and lower “warning” limits (2 standard deviations) are represented by a dotted blue line; and the upper and lower control limits (3 standard deviations) are represented by a dashed blue line. The 3 blue points indicate a trend of increasing scores. The orange data points are flagged as a trend or a shift of scores relative to the mean.

The Overall Score have been within the statistical range of the historical data. However, the most recent Nitrogen Score of 78% have declined and September’s Score is very near the lower control boundary (dashed blue line) of 75%. In August, the lowest scoring stations were collected in Jonathan Dickinson State Park. In September, the drivers of the lower scores were four stations sampled in the Northwest Fork of the river (see the spatial distribution discussion below).

Percent Good – Overall Score



Percent Good—Total Nitrogen

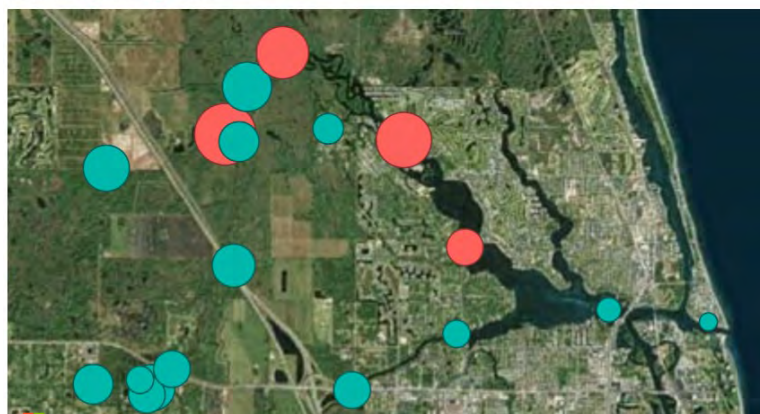


Spatial Distribution of Water Quality Results

Total Nitrogen levels scored "good" at 14 out of 18 sites (78%) tested in September. All four "poor" scoring stations were in the Northwest Fork of the river. The "poorest" scoring station was located at the mouth of Cypress Creek (Station 100) and had a concentration of 1.8 mg/L nitrogen, over the Numeric Nutrient Criteria (NNC) of 1.5 mg/L for freshwater tributaries. Three other stations located further downstream had total nitrogen results between 1.0 and 1.6 mg/L and scored "poor" when compared to the NNC for their sections of the river (fresh or brackish).

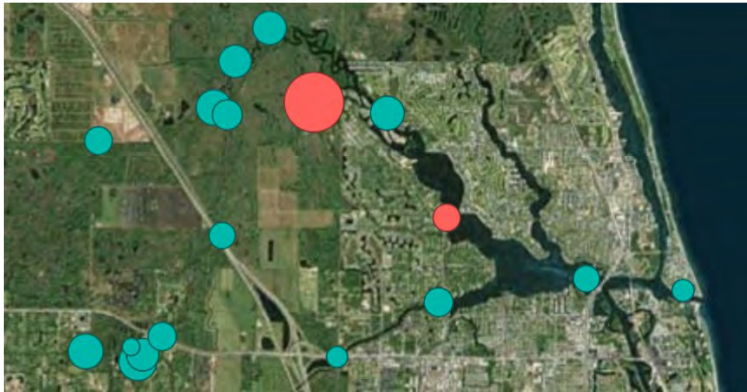
Total Nitrogen (mg/L)

TN_Score ● POOR ● GOOD



Total Phosphorus (mg/L)

TP_Score ● POOR ● GOOD

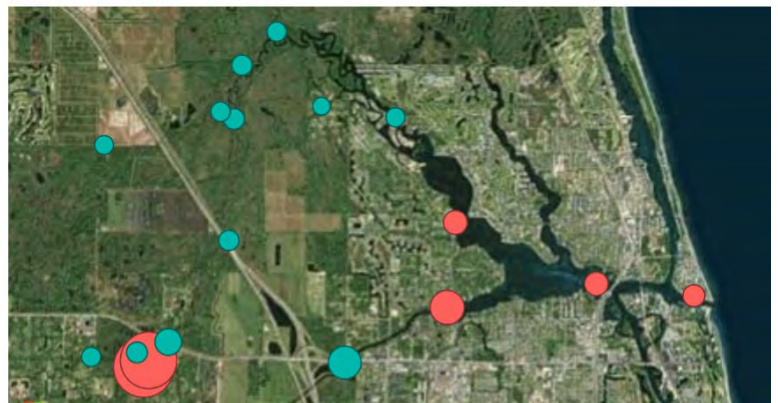


Total Phosphorus scored “good” at 16 out of 18 sites (89%) tested in September. River’s Edge (Station 107) had a phosphorus concentration of 0.095 mg/L, above the Numeric Nutrient Criteria (NNC) of 0.075 mg/L for brackish systems. The other “poor” scoring station was the central bay site (Station 60), which had 0.032 mg/L, just over the NNC of 0.030 mg/L for this estuarine site.

In September, *Chlorophyll* concentrations met the water quality criteria at 12 of 18 sites (67%) tested. Water Control Structure #2 (WCS-2) in Riverbend Park, which drains a portion of Jupiter Farms and flows into the Northwest Fork, recorded the highest concentration at 36 ug/L, exceeding the Numeric Nutrient Criteria (NNC) of 20 ug/L for freshwater sites. The four “poor” scoring estuarine stations were between 6 and 15 ug/L chlorophyll, where the water quality criteria are more stringent.

Chlorophyll a (ug/L)

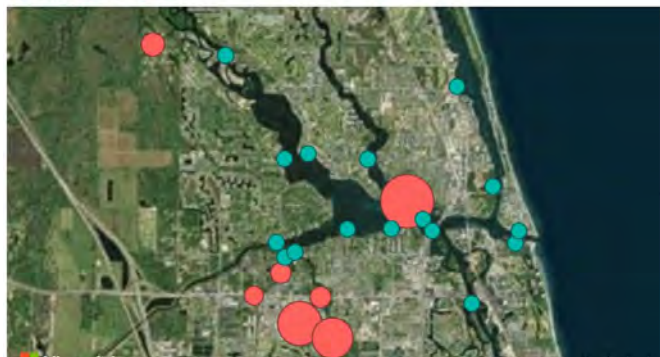
CHL_Score ● POOR ● GOOD



In September, the overall *Bacteria* results scored “fair” at 58 out of 77 sites (75%). For Enterococci bacteria, the state's indicator for salt and brackish waters, eight stations scored “poor” compared to the water quality standard of 130 MPN/100mL. Riverside Drive Park (RDP), one of the weekly recreational bacteria sites, recorded the highest enterococci average concentration at 4,935 MPN/100mL (n=4). This site typically has results in the ten to one hundred range. However, an extremely high result of greater than 24,000 MPN/100mL was recorded on September 10th, resulting in the high monthly average. Two sites in Jones Creek also had high bacteria concentrations. The Caloosahatchee Culvert (CALC) recorded 4,611 MPN/100mL and the Toney Penna Footbridge (TPJ) had 4,106 MPN/100mL enterococci. Also notably high was the Indiantown Road Bridge at Jones Creek (Station 75) with 9,208 MPN/100mL enterococci. Additionally, one station in the Northwest Fork and three stations in the Southwest fork had “poor” results in the hundred to thousand range as illustrated on the map (below left) showing smaller red dots.

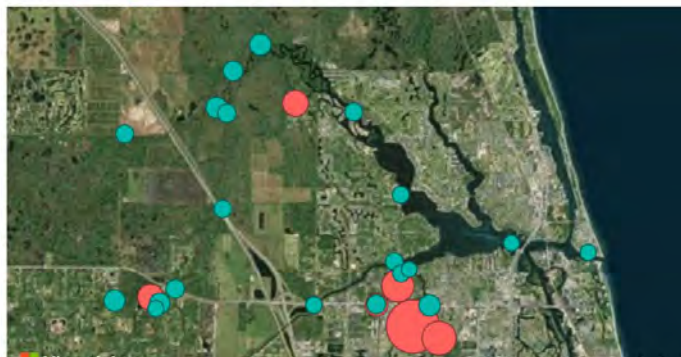
Enterococci Bacteria - Criteria: 130 MPN/100mL

ENT_Score ● POOR ● GOOD

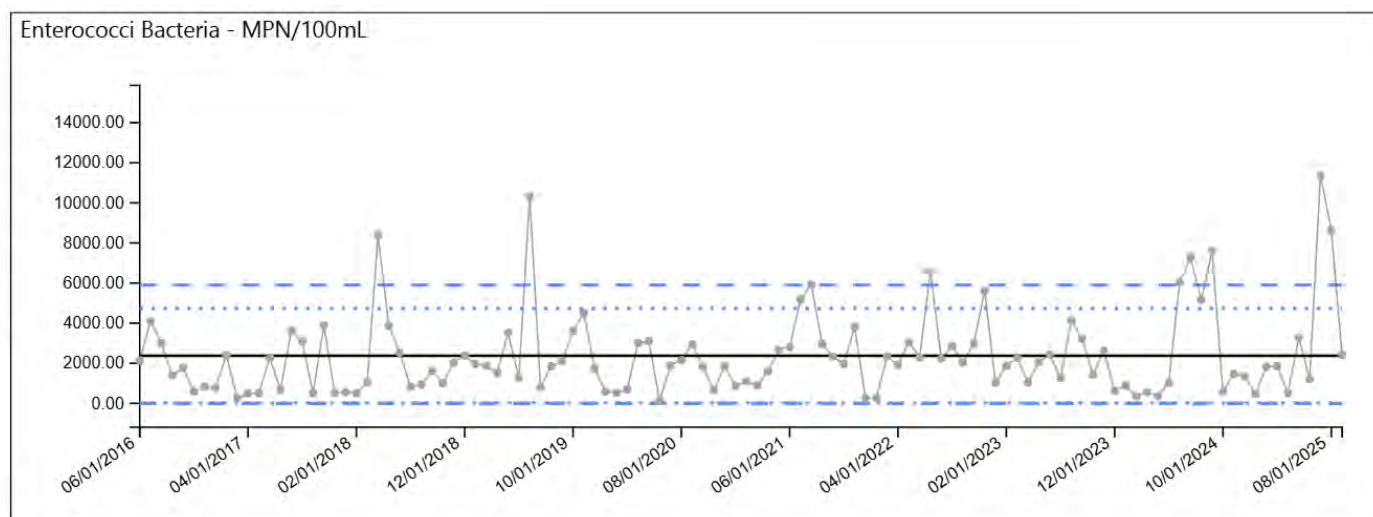


Fecal Coliform Bacteria - Criteria: 800 MPN/100mL

FC_Score ● POOR ● GOOD

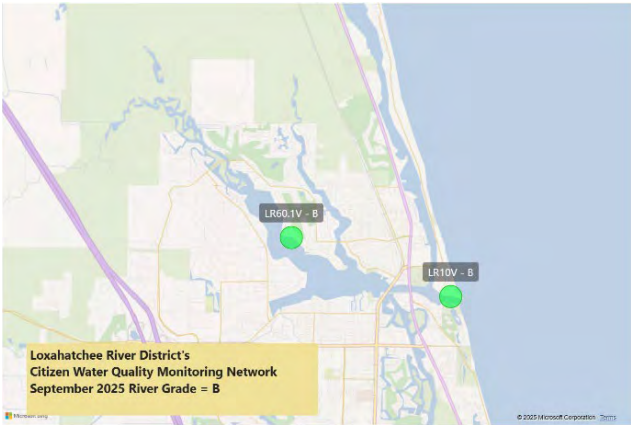


The four long-term monitoring sites in Jones Creek were also tested for Enterococci bacteria. The average concentration was 2,422 MPN/100mL, continuing its decline from July's high peak average concentration of 11,367 MPN/100mL. The Statistical Process Control (SPC) chart (below) for these four long-term stations illustrates the wet season variability in bacteria concentrations that we have observed in the past, despite the Town of Jupiter vegetation trimming project.



For fecal coliform bacteria, six stations scored "poor", exceeding the water quality standard of 800 MPN/100mL (see right map above). Two sites in Jones Creek had the highest fecal coliform concentrations. The Caloosahatchee Culvert (CALC) recorded a fecal concentration of 4,884 MPN/100mL. The Toney Penna Footbridge (TPJ) had a result of 2,400 MPN/100mL fecal coliforms. The other four "poor" scoring stations were in Sims Creek (Stations 74 and 735), River's Edge (Station 107; northwest fork) and Riverbend Park (CCW). Results ranged from 906 MPN/100mL at Station 74 (Sims Canal) to 2200 MPN/100mL at Station 735 (Sims Creek Center Street trailer park). River's Edge and Riverbend Park had fecal coliform counts in the low thousands.

Volunteer Water Quality



September Citizen Water Quality Grade: B

For September, both monitoring sites recorded “Poor” scores for dissolved oxygen (DO), the primary driver contributing to the overall grade. The poor conditions attributed to the changes in the rainfall and sea conditions associated with the passing of Hurricane Humberto and Tropical Storm Imelda. While well east of Florida, these storms brought increased rainfall, high surf, beach erosion and reduced water clarity, all of which likely contributed to degraded scores.

Also note that the Nature Conservancy at Blowing Rocks has welcomed a new intern who will begin contributing to the dataset soon.

Averaged results for the Month								Monthly Cumulative Grades						Overall	
Site	Temp (°C)	Secchi	Salinity	pH	DO	DO%	Color	Vis	Salt	pH	DO	DO%	Color	Score	Grade
LR10V	29.8	2.6	29.5	8.1	5.4	83.6	1.0	B	B	A	D	D	A	66.7	B
LR60.1V	28.3	VAB	25.0	8.4	4.0	58.8	1.0	A	A	A	F	F	A	64.7	B
Average	29.0													65.5	B

DO (Dissolved Oxygen)
ND (No Data)

Grade Scale

81.25	100	A
62.5	81.25	B
43.75	62.5	C
25	43.75	D
0	25	F

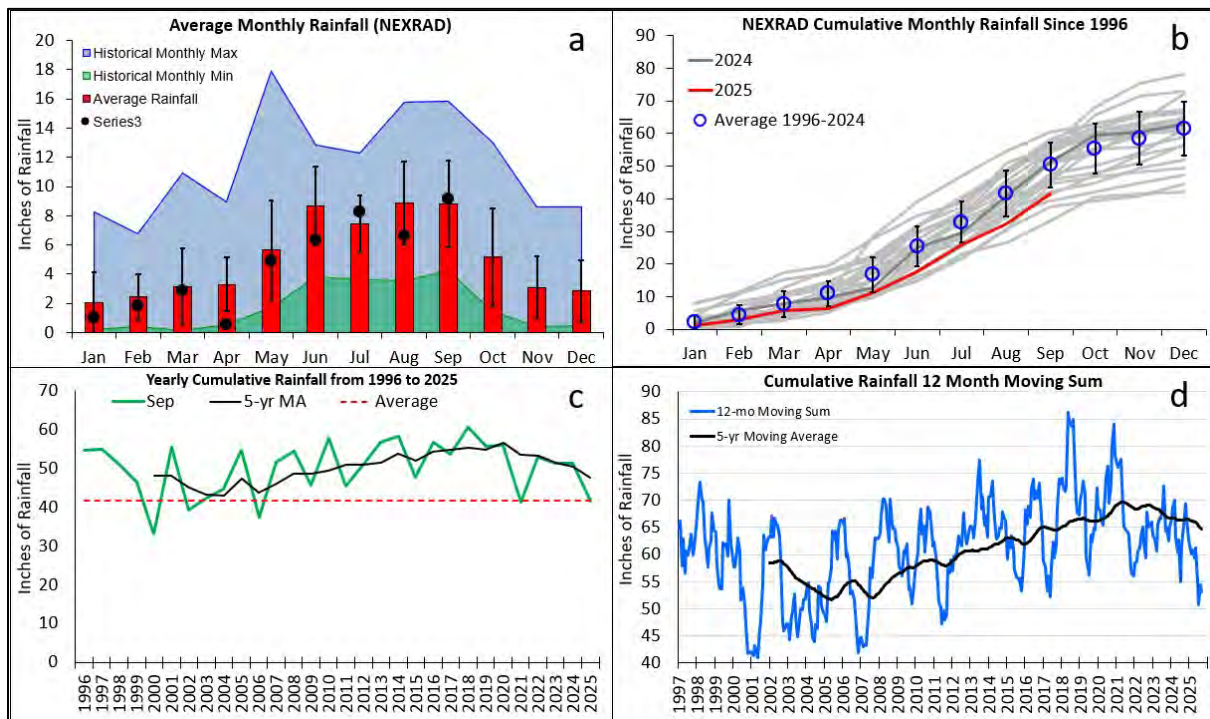
Hydrologic Monitoring

September brought some much needed rain to the area with a total of 9.1 inches, which is very near September’s historical average of 8.8 inches (see panel 'a' below), but less than the 10.5 inches of rain measured last September (2024). Rainfall was detected within the watershed every day in September, with the highest single-day total of 0.9 inches recorded on September 12.

Despite above average rainfall in September, year-to-date cumulative rainfall highlights the continued dry conditions throughout the region with a total of 41.6 inches, about 18% below the historical average cumulative rainfall of 50.4 inches through September (see panel 'b' below). This is about 10 inches less than the 51.3 inches recorded during the same period last year. Throughout 2025, cumulative monthly rainfall has consistently remained well below the historical average and last year’s totals.

The 5-year moving monthly average shows cumulative rainfall trends continue to show the notable decline relative to the 60.5 inch peak in 2018, following a decade of increasing rainfall in September (see panel 'c' below). The 12-month moving sum through September was 53.1 inches, about 11%

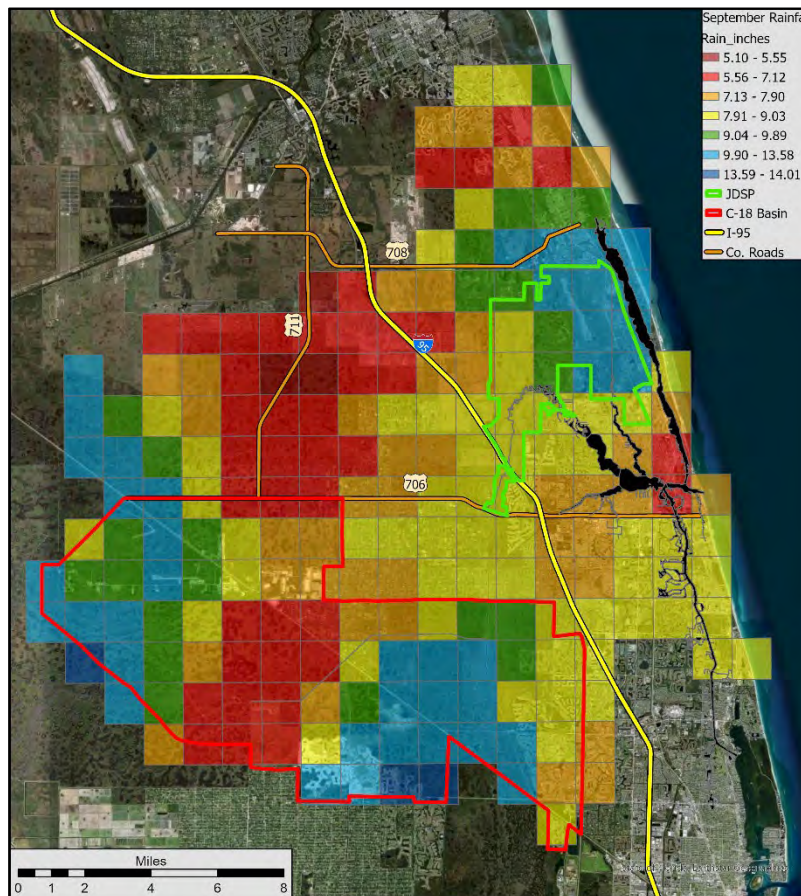
below the average of 61.2 inches for August, and about 13% below the year-over-year moving sum of 61.3 inches (see panel 'd' below). For the decade between 2010 and 2020, long-term trends indicated an increase in total rainfall within the watershed. However, after reaching its peak around 2018, total rainfall within the watershed has been gradually declining.



Figures above display various measures of rainfall. Panel (a) shows average monthly rainfall from 1996 to 2024 (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 1996. Red line indicates cumulative rainfall during 2025; dark grey line indicates rainfall during 2024. Blue circles are monthly cumulative average rainfall measured between 1996-2024; error bars indicate cumulative monthly rainfall ± 1 SD. Panel (c) shows cumulative annual rainfall using NEXRAD radar-based data. Green line indicates cumulative rainfall through indicated month for each year since 1996, when the radar-based rainfall measurements began. Black line is the 5-year moving average across all years and red dashed line shows cumulative average through indicated month. Panel (d) shows cumulative 12-month moving sum of monthly rainfall (blue line) along with the five-year moving average (black line).

Spatial Distribution of Rainfall

During September, rainfall across the watershed was notably variable and ranged between 5.1 to 14.0 inches in the driest and wettest areas (see map below). Rainfall across the watershed was comprised of a noncontinuous patchwork of wet and dry regions. Among the driest areas were Pal-Mar East Preserve and the central portion of the C-18 drainage basin. Some of the wettest regions include the Loxahatchee Slough Natural Area and small regions of J.W. Corbett Wildlife Management Area (both located within the C-18 drainage basin) as well as eastern portion of Jonathan Dickinson State Park.



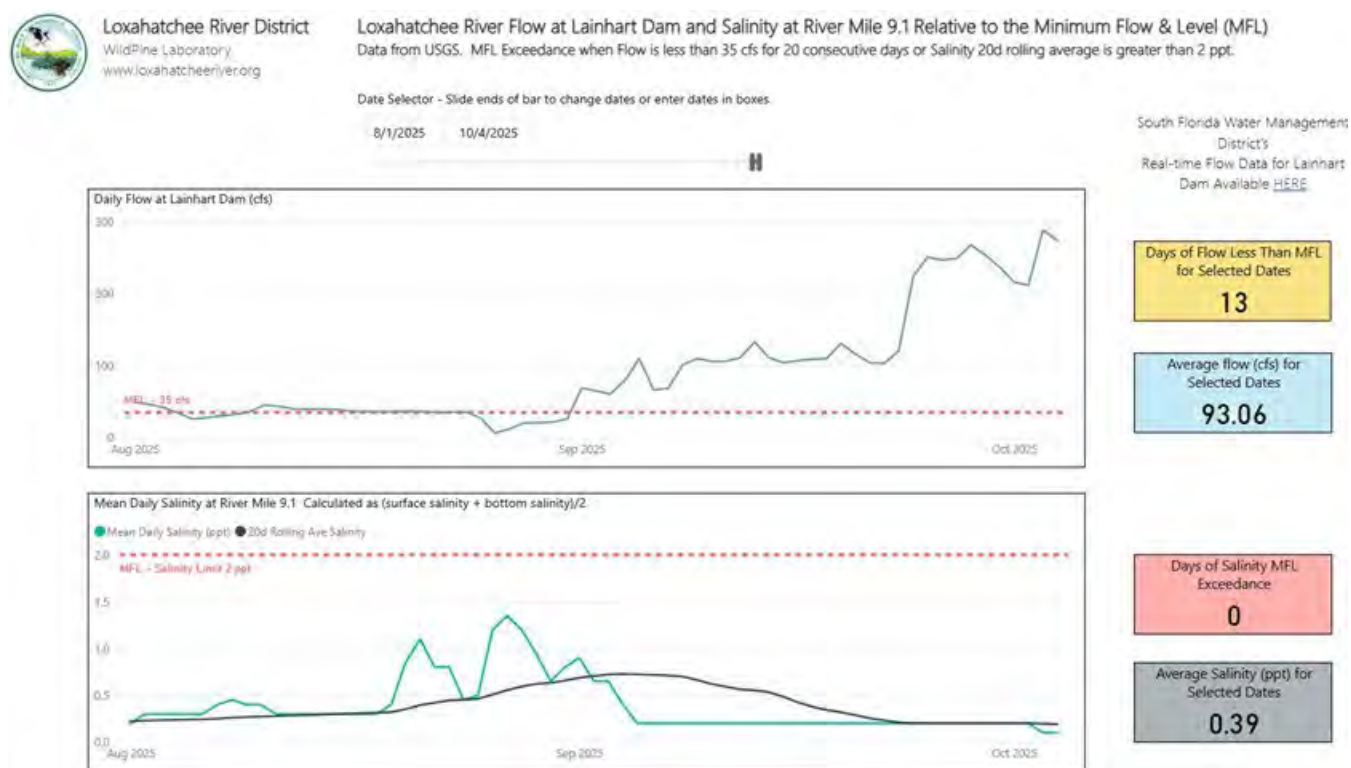
Maps showing NEXRAD rainfall distribution across the watershed during the month indicated in legend. Each pixel represents an area of 2 km x 2 km. Blue colored pixels show highest rainfall and red pixels show lowest rainfall. For reference, the red line is the C-18 basin which includes portions of J.W. Corbett WMA, Loxahatchee Slough, and Pine Glades Natural Area; green line shows Jonathan Dickinson State Park boundary. Landmark roadways are indicated and include I-95, Indiantown Rd. (SR 706), Seminole Pratt-Whitney Rd. (SR 711), and Bridge Rd (SR 708).

River Flows and Salinity

The arrival of increased rainfall in September had a corresponding effect on river flows – finally! The 2025 wet season has been unusually dry resulting in near record low river flows for the year to date. Flows measured at Lainhart Dam averaged 134 cfs, with a range between 61 to 268 cfs. Flow remained well above the 35 cfs Minimum Flow and Level (MFL) throughout September and increased throughout the month (see top panel in the figure below). Most of the flow into the Northwest Fork appears to have been supplied through the C-18 canal and G-92 water control structure, with flow rates at G-92 averaging about 80% of flow measured through the Lainhart Dam, the balance of which is likely from drainage of Jupiter Farms region.

The increased flows throughout September were sufficient to keep salinity measured at the USGS River Mile 9.1 station well below the 2 ppt salinity threshold with an average salinity of about 0.3 ppt during the month.

The District's online Minimum Flow and Level (MFL) data visualization tool is updated daily and available [HERE](#).

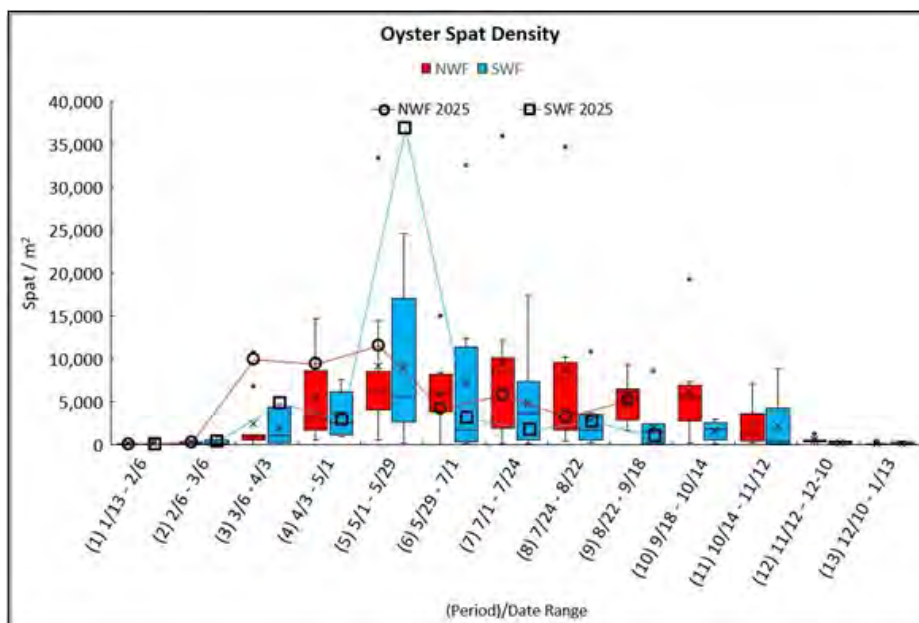


Above charts show daily average flow over Lainhart Dam (top, SFWMD) and average daily salinity at River Mile 9.1 (bottom, USGS) between July 1 and September 8, 2025. Dashed red line indicates 35 cfs Minimal Flows and Levels and 2 ppt salinity respectively.

Oyster Spat Monitoring

The 27-day monitoring period ending September 18 continues to reflect the typical seasonal decline in oyster spat settlement associated with elevated summer water temperatures and increased freshwater flows. In the Northwest Fork, oyster spat density averaged 5,266 spat/m² with only slightly more settlement, or 64%, occurring at the upstream site (see figure below). This month's density is about equal to the period average of 5,287 spat/m², but over three times the 1,633 spat/m² experienced during the same period last year (2024).

Settlement activity in the Southwest Fork was much lower with an average density of 963 spat/m² with slightly more than half (53%) of this activity observed at the downstream site (see figure below). This month's density is less than half the period average of 2,045 spat/m², but considerably higher than the 166 spat/m² observed during the same period last year. With the apparent return of the typical bimodal spawning pattern, we may see an increase in spat settlement density in the next couple of months.



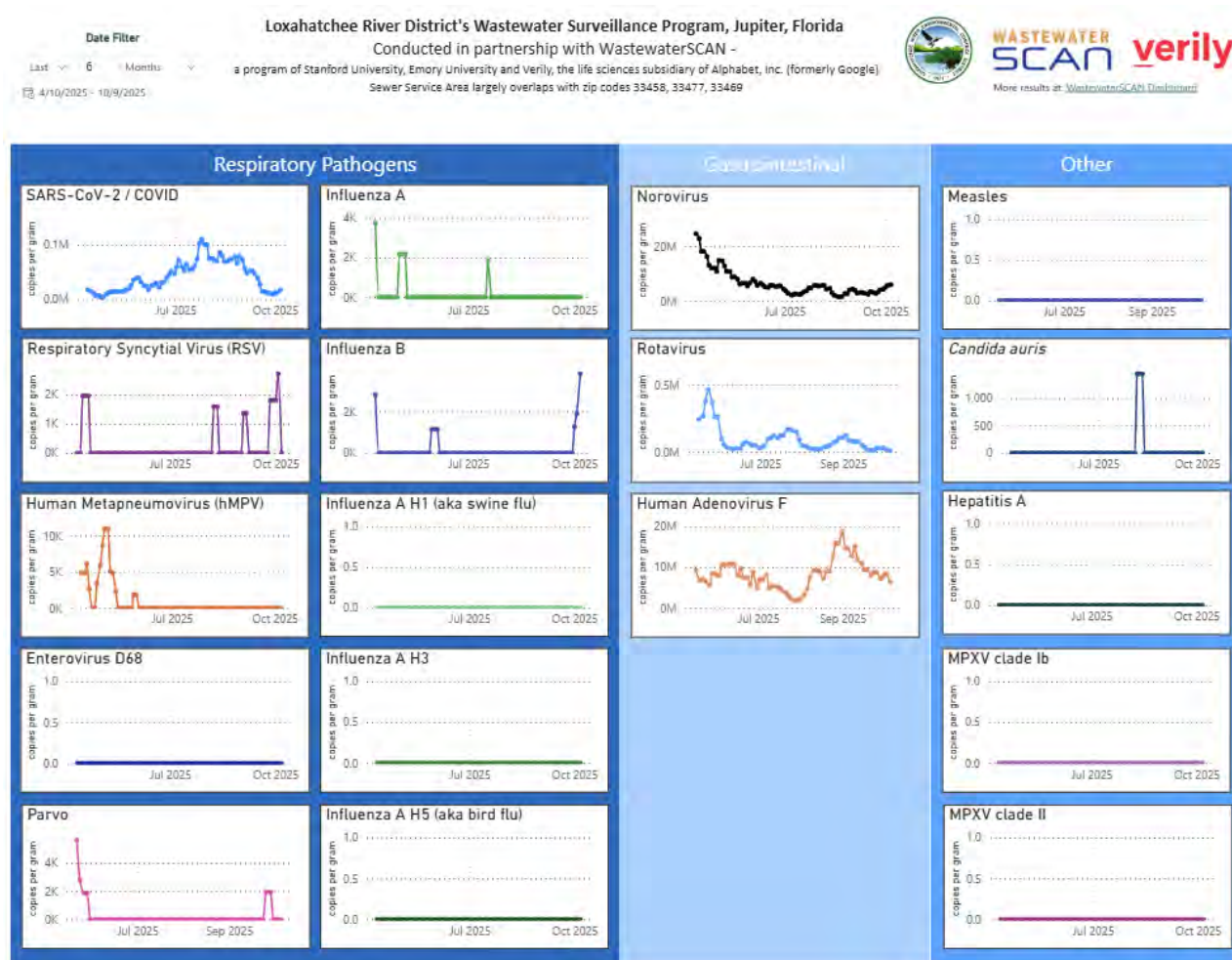
Box and whisker plot showing interquartile range (IQR) of oyster spat density (spat / m²) for each period in the Northwest Fork (red) and Southwest Fork (blue) of the Loxahatchee River between 2016-2024. The "X" in each box indicates period mean. Also shown are the 2025 period means for both the Northwest Fork (circle/red line) and Southwest Fork (square/blue line).

Wastewater Surveillance

It continues to be a generally quiet period of illnesses detected in our wastewater surveillance monitoring. COVID virus is still prevalent in the community, but at far lower concentrations than we have historically measured. Our most recent samples detected the presence of Influenza B, so it will be interesting to see if this is some isolated infections, or the early start of the flu season. Last year, Influenza A ramped up in December and RSV increased in October.

This week we were notified that the WastewaterSCAN Team is working on testing for West Nile Virus (WNV). WNV is a virus that is spread most commonly through the bite of an infected mosquito. While most people infected with WNV do not have any symptoms, but roughly 20% will develop West Nile fever causing fever, headaches, body aches, nausea, and vomiting. Some of the confirmed cases can result in significant complications, including paralysis and even death. If the wastewater testing proves successful, we may have results added to our dashboard in the coming months.

Results from this monitoring are automatically uploaded to our wastewater surveillance website at <https://loxahatcheeriver.org/wastewater-surveillance/>.



Wastewater Surveillance results from the WastewaterScan program over the last 6 months.

Customer Service

Billing & Payments

The Customer Service Team closed out the 3rd quarter billing processing over 2,400 payments totalling nearly \$308,000.

For the quarter, sewer service revenues broke through the \$5M threshold for the first time. We had another 7% increase in the number of payments made by AutoPay at 9,308, with declines in the number of payments made through the website/phone, Online Bill Pay through the customer's bank, and by paper check. There were no other notable changes in payment patterns.

The distribution of the 4th quarter bills will begin on October 13 and will be due on November 12.

Information Technology (IT)

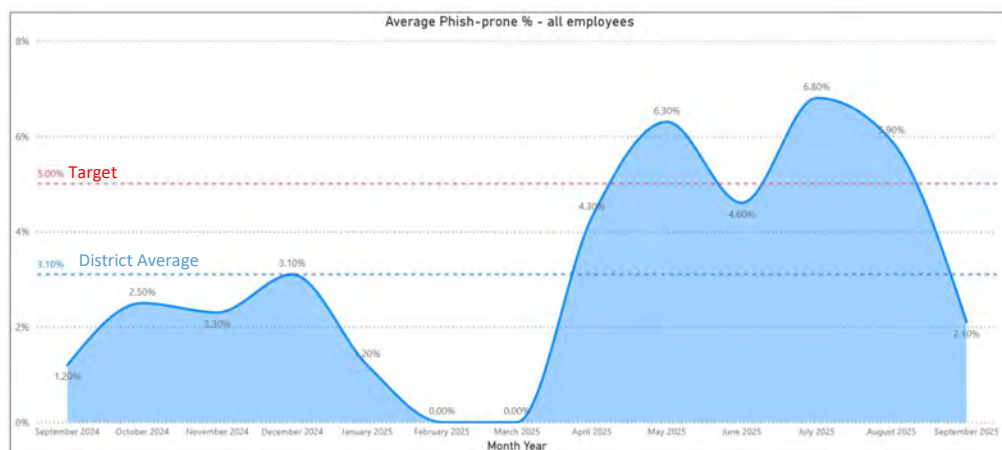
Analysis of Simulated Phishing Emails

In the IT department, we always strive for the best possible outcomes for cybersecurity. Phishing attacks are the highest likelihood and risk to the District because a simple action with a phishing email can introduce various forms of attacks to the organization including ransomware, malware, and social engineering.

Through our security awareness training and testing platform, KnowBe4, the vigilance of District staff is routinely tested through simulated phishing emails. Results from the simulated phishing emails to staff helps us score and monitor the phishing risk of our employees.

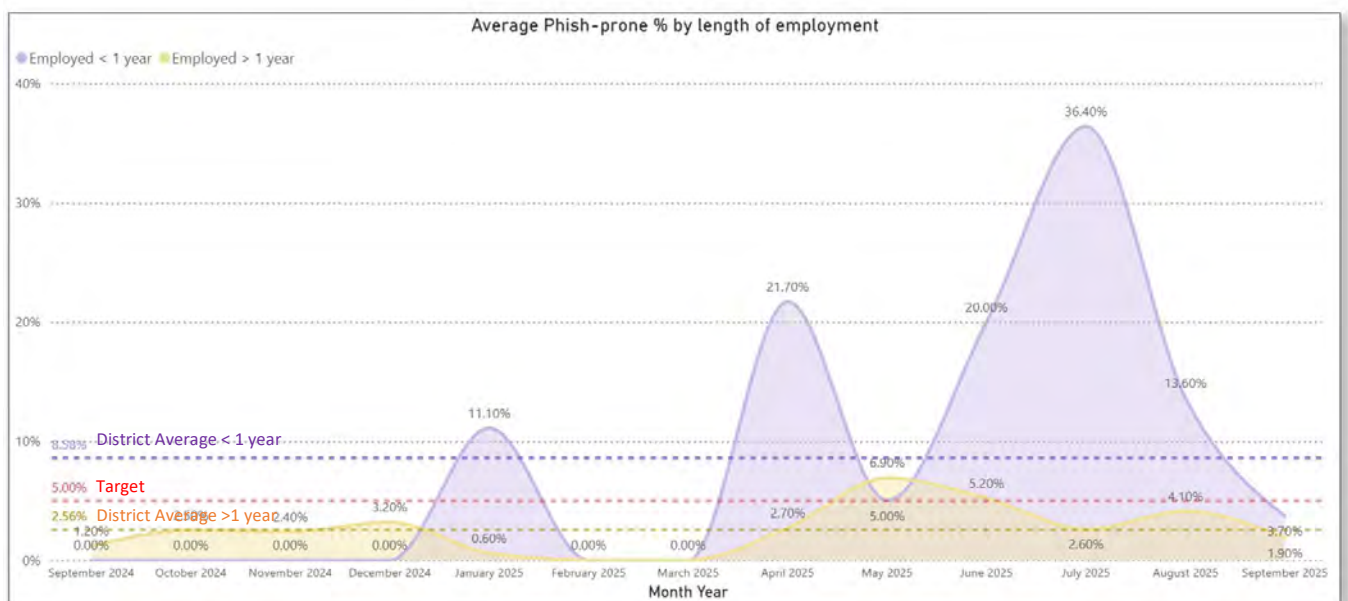
The “Phish-prone percentage”, or the likelihood that an employee will click on phishing email, is a metric that is calculated and monitored to measure our risk and the effectiveness of our training programs.

The chart below shows the monthly average Phish-Prone percentage of District staff relative to the 5% target (dashed red line). While there is variability from month-to-month over the past year, the District's average percentage is a low 3.1%, as shown by the dashed blue line.



However, our staff seemed to notice a greater number of failures from new employees. When we separate the results into groups of employees at the District for less than a year, versus employees here for more than a year, the results were very different as shown in the figure below. While these results are influenced by the smaller sample size of new employees (i.e. the phish-prone score of 3 failed tests out of 10 employees is worse score than 3 failed tests out of 50 employees) it illustrates that employees that have been here less than a year have an average phish-prone percentage 8.6%, compared to 2.6% for employees here for more than a year.

These results show the importance and effectiveness of our training programs, as well as the vigilance of our staff that have been here over a year. Based on these findings we will continue to find ways to further improve the training programs, especially for new employees to lower these scores and reduce the risks to the District.



Loxahatchee River Environmental Center

October 2025

River Center Summary Statistics



LRD'S ENVIRONMENTAL STEWARDSHIP DASHBOARD



		Total Visitors (incl. Visitors, Field Trips, Onsite Programs)	1st Time Visitors	Average Program Participation [Actual participants/Capacity of Program]	Volunteer Hours	Visitor Satisfaction	Staff Overall Program Assessment	Expenses	Revenue
Benchmark / Customer Expectation		Total	Total	% of Capacity	Total	Rating Average [Max Rating is 5]	Rating Average [Max Rating is 9]	% 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%
2022 Baseline		1,322	101	111%	240	4.6	7.9	91%	107%
2023 Baseline		1,462	110	93%	297	4.7	7.8	83%	86%
2024 Baseline		1,433	100	99%	454	4.7	7.9	98%	104%
2024	Sept	1,024	62	100%	221	4.5	7.5	91%	97%
	Oct	1,250	71	91%	238	4.6	7.6	96%	130%
	Nov	1,007	59	82%	217	4.8	8.1	101%	114%
	Dec	841	58	86%	138	4.7	8.2	104%	143%
2025	Jan	1,363	103	90%	194	4.9	8.1	96%	142%
	Feb	1,208	85	82%	239	4.7	8.0	92%	174%
	Mar	1,608	203	98%	322	4.9	8.2	94%	163%
	Apr	1,375	88	92%	196	4.5	8.4	100%	152%
	May	1,193	63	134%	250	4.5	8.4	92%	152%
	June	2,205	127	111%	829	4.4	8.0	91%	106%
	July	2,400	134	109%	1,091	4.9	7.9	94%	95%
	Aug	1,381	94	94%	381	4.6	7.9	88%	100%
	Sept	705	80	88%	187	5.0	8.5	86%	98%
Consecutive Months at Green		0	9	7	13	13	13	13	13
Metric Owner		O'Neill	O'Neill	Duggan/Warwick	Patterson	O'Neill	O'Neill	O'Neill	O'Neill

Metric	Explanation
Total Visitation	We had approximately 250 less people participate in programs in September 2025 than we did in September 2024. There were fewer programs offered in 2025. We eliminated programs that did not perform well last September (Fishing Adventure,

	LRD Plant Tour, Nature Journaling, Sensory Friendly Program) likely due to the heat and the return to school activities. We also saw a reduction in Story Time attendance this September. We had several families tell us that they were sick at least one of the weeks for Story Time.
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River Center General

River Center Special Programs

Blooming in the Garden – Leaping Lizards [Saturday, September 6th]



The theme for this month's Blooming in the Garden program was Lizards! We started our program with an interactive story about a mixed-up chameleon. Students then had the opportunity to create their own lizard necklace pouch, before going outside to train like lizards and hunt for "flies" in the garden. Before they



went home, guests had the opportunity to plant native seeds for their gardens. The Blooming in the Garden program is designed for children and families ages 3-6.



Science with Sam Family Fun – Invasive Invaders [Tuesday, September 16th]

Science with Sam taught a class on Invasive Exotic Species. Students learned the difference between native, invasive, and exotic species, along with learning common invasive exotic animals and plants of our area. Students had a class discussion as to how we think some of these species got here and what we can do now that they are. The class ended with animal encounters of invasive/exotic reptiles.

International Coastal Cleanup [Saturday, September 20th]

The River Center participated in the International Coastal Cleanup, which is a global cleanup that mobilizes hundreds of thousands



of people to take-action for our ocean. It is the world's largest volunteer beach cleanup. By joining the movement for Trash Free Seas, volunteers helped clean up trash already in the ocean and shoreline and worked to reduce their own trash impact before it happens. Ocean trash compromises the health of humans, wildlife, and the economies that depend on a healthy ocean.



At this year's cleanup, most of our volunteers found an abundance of wood pieces, bottles, and even carpeting plaguing the beach. By the end of the event, our volunteers collected over 240 pounds of garbage and debris! A special thank you to our Loxahatchee River District Board Member Kevin Baker for his help facilitating the cleanup and to all the volunteers who helped make our local waterways a cleaner place.

Volunteer of the Month

Our September Volunteer of the Month is Morgan Pope. Morgan is new to the River Center but took no time jumping in and getting to work. Morgan has been a wonderful addition to our volunteer team and is currently training to be an animal care volunteer. Not only does she help organize and plan for crafts but also helps mentor new volunteers. Her compassion for helping others and attention to detail has helped in so many ways. Morgan goes above and beyond to help with any task and always makes guests feel welcome! We are so thankful for Morgan and her dedication to The River Center. Thank you, Morgan, for your commitment and hard work! We appreciate you!



Volunteer Appreciation:

On September 6 we hosted a Volunteer Appreciation party to celebrate our amazing volunteers. We welcomed them with a Luau atmosphere and lots of yummy food. Our volunteers are amazing, and it is so much fun getting to know them and celebrating them and all their hard work. We thank our volunteers for the job well done!



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.

October 17th, 6:00 p.m. – 9:00 p.m.: Halloween Campfire [Eco-spooktacular Conservation Carnival]: Celebrate Halloween with a conservation twist at our Eco-Spooktacular Conservation Carnival on Friday, October 17th from 6pm - 9pm. Step right up for an evening of family fun featuring a hayride, carnival games, creative crafts, and a spooky Oddities Room full of surprises. Other activities include:

- Face painting
- Popcorn, S'mores. and hot dogs
- Funhouse garden activity

Cost: \$5 per person or \$20 for a family of 4 or more.

October 18th, 1:00 p.m. – 2:00 p.m.: New Volunteer Workshop: Join us for a new volunteer workshop at the River Center! In this workshop, we'll cover everything you need to know about becoming a River Center volunteer, including roles, responsibilities, and training opportunities. Whether you're passionate about the environment or eager to support community events, this workshop will help you understand how you can make a difference. Please RSVP to attend. For more information about volunteering at the River Center, please contact our Volunteer Coordinator Rebecca Patterson at Volunteer@Lrecd.org

October 21st, 2:30 p.m. – 4:00 p.m. – Nature Journaling [North Jupiter Flatwoods Natural Area]: “Forest Karaoke” Students describe bird songs in their journals using writing, drawing, diagramming and numbers. Are you interested in Nature Journaling and don't know how to start? We have the class for you! Nature Journaling is a great way to slow down to discover and explore the nature around us. We will teach observation, writing, measurement and recording skills. You do not need to be an "artist" to be a nature journalist. You just need a little curiosity. This is a monthly class with a different theme and skill each month. For Adults and recommended ages 12+. Cost is \$5 per person. Purchase the starter kit for an additional \$5 per person

October 25th, 10:00 a.m. – 12:00 p.m.: Wilderness Skills: Knot Tying and Orienteering [Jupiter Inlet Lighthouse Outstanding Natural Area]: Join the River Center for new Wilderness Skills workshops! This series is designed to educate participants on various wilderness skills to encourage outdoor recreation. Each class will focus on different outdoor skills. We recommend taking all classes for the full experience. This three-part series will include natural shelter building, orienteering, and more! Ages 8+

October 28th, 10:00 a.m. – 12:00 p.m.: Swamp Tromp [Cypress Creek North Natural Area]: Come adventure with us! Join the River Center on our Swamp Tromp series as we wade through the freshwaters of Cypress Creek Natural Area on route 2! Walk along the guided paths and immerse yourself in this local natural area. We will explore a rugged path inside Cypress Creek filled with high grass, mud, standing water, and thick bushes. Interested participants should wear long pants, bug spray, comfortable clothing and bring plenty of water and a walking stick. CLOSED TOE SHOES ARE REQUIRED TO PARTICIPATE. Water may be knee deep or higher in some locations, so you may want to bring a towel and some dry clothes/shoes for after the hike. Experience Level: Intermediate Please be advised, this is not recommended for children below the age of 12 or participants with limited mobility. This site does NOT have any restroom facilities. | Make sure to RSVP to this event! Space is limited.

October 29th, 10:30 a.m. – 12:00 p.m.: Homeschool Workshop: Batty for Bats: Discover the fascinating world of bats at our homeschool workshop! This engaging session will delve into bat anatomy, behaviors, and their crucial role in ecosystems. In this program students will gain a deeper understanding of these amazing creatures and their importance in nature.

November 1, 6:00 p.m. – 9:00 p.m.: Campfire for Girls (Girl Scout Way): You do not have to be a Girl Scout to participate in this event. If your girl is interested in becoming a Girl Scout, you can learn more about scouting at this event. Register your girl to be a new Girl Scout and she can earn her first badge and special patch all in the same night! Girls will receive a special patch for registering to be new Girl Scouts. Girls have the opportunity to earn their Girl Scout Way Badge at this event. Girls will enjoy Girl Scout traditions, sing songs, make s'mores, and celebrate sisterhood. This Girl Scout celebration will honor women and girls who change the world. These traditions are still an important part of scouting more than 100 years later! Recommended for girls in grades Kindergarten - 12th grade. ALL GIRLS AND GIRL SCOUT LEVELS WELCOME! While this campfire is for the enjoyment for all girls, we are looking for Cadettes, Seniors, and Ambassadors to help run different activities for the younger girls. If your troop is interested, please contact: education@lrecd.org

November 5th, 2:00 p.m. – 3:00 p.m.: Nature Journaling [Art & Wellness Center – Cultural Council]: “The Art of Noticing Nature” Students learn how to observe, ask questions, and make connection in nature. Are you interested in Nature Journaling and don't know how to start? We have the class for you! Nature Journaling is a great way to slow down to discover and explore the nature around us. We will teach observation, writing, measurement and recording skills. You do not need to be an "artist" to be a nature journalist. You just need a little curiosity. This is a monthly class with a different theme and skill each month. For Adults and recommended ages 12+. Cost is \$5 per person. Purchase the starter kit for an additional \$5 per person

November 7th, 12:00 p.m. – 1:00 p.m.: Lecture [TBD]

November 8th, 10:00 a.m. – 11:30 a.m.: Blooming in the Garden [Falling Leaves]: Join the River Center for our *Bloomin' in the Garden* program, designed for children ages 3-6. This month's theme **Falling Leaves!** The program will start at 10:00am with story time and a nature-themed craft. We will then move to our garden for exploration and hands-on fun. When it's time to go home, children will receive seed to take home to start their own garden! So don't miss this exciting chance for you and your little ones to enjoy nature together! ****This program has limited space so please only sign up if you are planning on attending, and please let us know if you won't be able to make it!**** This activity is outside, so dress comfortably and be ready to possibly get a little messy. All equipment will be provided, and this program is free of charge. Donations are always welcome.

November 8th, 1:00 p.m. – 2:00 p.m.: New Volunteer Workshop: Join us for a new volunteer workshop at the River Center! In this workshop, we'll cover everything you need to know about becoming a River Center volunteer, including roles, responsibilities, and training opportunities. Whether you're passionate about the environment or eager to support community events, this workshop will help you understand how you can make a difference. Please RSVP to attend. For more information about volunteering at the River Center, please contact our Volunteer Coordinator Rebecca Patterson at Volunteer@Lrecd.org

November 12th, 2:00 p.m. – 3:00 p.m.: Nature Journaling [Art & Wellness Center – Cultural Council]: “Nature’s Soundtrack” Students listen to the soundscape around them, then diagram and map the soundscape using symbols, different colors, and other ways to graphically represent sound. Are you interested in Nature Journaling and don't know how to start? We have the class for you! Nature Journaling is a great way to slow down to discover and explore the nature around us. We will teach observation, writing, measurement and recording skills. You do not need to be an "artist" to be a nature journalist. You just need a little curiosity. This is a monthly class with a different theme and skill each month. For Adults and recommended ages 12+. Cost is \$5 per person. Purchase the starter kit for an additional \$5 per person

November 12th, 4:30 p.m. – 6:00 p.m.: After School Book Club [The End of the Wild]: Calling all nature-loving readers! Join us on Wednesday, November 12th from 4:30 to 6pm for our next afterschool book club for kids in grades 3-8. This month's book will be THE END OF THE WILD by Nicole Helget. 11-year old Fern's home borders a pristine forest, where her family hunts and forages for food. But when a fracking company rolls into town, Fern realizes that her special grove could be ripped away, and no one else seems to care. At our book club meeting we will discuss the book, meet local food forest and foraging expert Amanda Pike and participate in a hands-on activity inspired by the book. You can find THE END OF THE WILD at our local library or at a bookseller of your choice. Readers should finish the book before the meeting. If this program is full, please join the Waitlist. Please RSVP to attend. The River Center reserves the right to cancel the program due to low registration, unforeseen circumstances, or inclement weather. Participants will be notified as soon as possible in the event of cancellation.

November 14th, 10:00 a.m. – 12:00 p.m.: Nature Hike [Jupiter Inlet Lighthouse Outstanding Natural Area]: Come explore with us! Tie up your hiking boots and join the River Center for our Nature Walk through the Jupiter Inlet Lighthouse Outstanding Natural Area. 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. Make sure to RSVP to this event! Space is limited.

November 15th, 8:00 a.m. – 4:00 p.m.: Boat America Class [Boating Safely]: Cost: \$10 to register; refunded when class is completed. The River Center continues to collaborate with the US Coast Guard Auxiliary "Flotilla 52" to provide a series of Boating Safely Classes targeted specifically to young boaters in our community. These classes are provided through a generous sponsorship by the AustinBlu Foundation, a not-for-profit dedicated to raising awareness and promoting educational programs to improve boater safety. Recommended for children 12 years and up, but all ages are welcome.

November 18th, 4:00 p.m. – 5:00 p.m.: Science with Sam [Composting 101]: Did you know there are lots of different ways to make compost? Some are fast and hot, some are slow and cool, and some even use worms or special little microbes to help! In this class, we'll explore the many different composting methods and discover how they turn food scraps and yard waste into rich, healthy soil. We'll talk about what makes each composting unique, the pros and cons of each, and which ones might work best in a garden like yours. By the end, you'll have new ideas for helping the earth—and maybe even a favorite way to compost!

November 19th, 10:00 a.m. – 11:00 a.m.: Tots on Trails [Pine Glades]: Let's get outside! Join the River Center for our Tots on Trails program, designed for children ages 2-6! Each month, we'll explore a new natural area in the Jupiter/Tequesta area. This month, we'll be at the Pine Glades Natural Area. We will meet at the Natural Area parking lot at 10:00 am. Together, we'll walk the trail, observe plants and animals with our magnifying glasses & binoculars, and 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 will be provided, and this program is free of charge. Donations are always welcome. Please RSVP to attend. Registration will open 1 month prior to the program date! Registration Opens on October 17th.

November 19th, 10:30 a.m. – 12:00 p.m.: Homeschool Workshop: Bones & Teeth: Join us for an exciting homeschool workshop exploring Bones & Teeth! In this class, students will explore the fascinating world of animal skeletons and teeth to discover how bones can tell us about survival, diet, and movement. Through hands-on activities and close observation, we'll compare different animal skulls, study the shapes and functions of teeth, and learn how scientists use these clues to understand how

animals live in their habitats. By the end, students will have a deeper appreciation for the hidden stories bones and teeth can reveal about the natural world.

November 19th, 2:00 p.m. – 3:00 p.m.: Nature Journaling [Art & Wellness Center – Cultural Council]:
“Nature’s Story” Students will write a story about an object, plant or animal in nature. Are you interested in Nature Journaling and don't know how to start? We have the class for you! Nature Journaling is a great way to slow down to discover and explore the nature around us. We will teach observation, writing, measurement and recording skills. You do not need to be an "artist" to be a nature journalist. You just need a little curiosity. This is a monthly class with a different theme and skill each month. For Adults and recommended ages 12+. Cost is \$5 per person. Purchase the starter kit for an additional \$5 per person.

November 22nd, 10:00 a.m. – 11:30 a.m.: Science with Sam Green Teens [EcoStories: Turning Ideas into Impact]: Step into the world of storytelling where film meets the environment. In this hands-on class, you'll get an exclusive first look at an upcoming wildlife film and discover how powerful media can inspire change. Together, we'll highlight incredible animals and create our own short films to share their EcoStories. From brainstorming ideas to filming and editing, you'll learn how to use the camera as your voice—and your vision—to make a difference. By the end, you'll walk away with original content ready to share, and the tools to keep telling stories that matter. Each student will earn 2 hours of volunteer service for attending.

November 26th, 2:00 p.m. – 3:00 p.m.: Nature Journaling [Art & Wellness Center – Cultural Council]:
“Leaves of Gratitude” Students make a “field guide” or collection of leaves while meditating on gratitude. Are you interested in Nature Journaling and don't know how to start? We have the class for you! Nature Journaling is a great way to slow down to discover and explore the nature around us. We will teach observation, writing, measurement and recording skills. You do not need to be an "artist" to be a nature journalist. You just need a little curiosity. This is a monthly class with a different theme and skill each month. For Adults and recommended ages 12+. Cost is \$5 per person. Purchase the starter kit for an additional \$5 per person.



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: Jorge Alvarez Safety Officer
Date: October 10, 2025
Subject: District Safety Report for September 2025

Safety Metrics: September 2025

OSHA recordable injuries: Zero

Lost time injuries: Zero

Actual TRIR: 1.1 [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 experienced one (1) OSHA Recordable Injury in September. A Construction team member was injured when he fell after stepping into a hole in a private yard adjacent to a low-pressure station as he was working on a repair on the low-pressure sewer system. The accident was deemed an OSHA recordable injury due to days away from work as the employee is awaiting testing. The District has a rolling twelve-month Total Recordable Incident Rate (TRIR) of **1.1**. This is better than the District goal of 1.5. This ends the streak of District employees having worked injury-free for 15 consecutive months (June 2024 through August 2025), which was a good run.

The District experienced one (1) very minor Motor Vehicle Accident (MVA) in September. With six MVA's in the last 12-month period, the MVA incident rate is at 2.9. Which exceeds the LRD MVA goal of 2.2.

JHA and Work Orders: In September 99% of the applicable Work Orders (WO) included a JHA. This represents twenty-eight (28) months in a row in which the District expectation of 95% was exceeded. The following is a comparison of the percentage of monthly EAM applicable Work Orders generated for which an electronic JHA was completed:

Reuse:	99 %	Construction:	95 %
Operations:	100 %	Inspection:	100 %
Collections:	99 %	Wild Pine Lab	100 %
Maintenance:	100 %	River Center	5 Electronic JHA

Gordon M. Boggie
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Lockout / tagout (LOTO): LOTO continues to be tracked in similar fashion to the JHA's. Any District employee working on the system/equipment being locked out must affix their own personalized lockout lock and tag to the equipment. This process ensures the system/equipment is configured so there is zero hazardous energy associated with the equipment prior to employees performing any maintenance on the equipment. 232 machine-specific LOTO forms were completed by District employees this month. Current data indicates our District-wide LOTO compliance rate is at 92% of applicable work orders, which is below the District expectations of 100%. The following is a comparison of the percentage of monthly EAM applicable Work Orders generated for which a LOTO form was completed:

Reuse:	83 %	Construction:	36 %
Operations:	100 %	Inspection:	N/A %
Collections:	94 %	Wild Pine Lab	N/A
Maintenance:	99 %	River Center	N/A

We continue working on improved training regarding completion of the Lock Out Tag Out section of work orders, because we believe the low compliance rate is being driven by incomplete work order processing and not lack of compliance with LOTO procedures.

Near Miss Reporting: There were two Near Misses reported this month, which is below the 12-month rolling average. All District employees are encouraged to report potential safety issues, including unsafe or unhealthy conditions, potential pollution sources or events, and suggestions to improve safety processes, via [Near Miss Reporting form](#).

Training: The District Safety training in September had no New Employee Onboarding Safety Training. Other Safety training in August included Computer Based Training (CBT) for Chlorine Awareness.

Summary: Working safely at the District IS the standard. Let's reinforce the dedication to work smart and safely. Please visit with any questions or ideas you may have. And do not forget to utilize the near miss reporting system. Let's help each other stay safe and reach beyond our goals.



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D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

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MEMORANDUM

TO: Governing Board
FROM: Administration Staff
DATE: October 09, 2025
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	\$ 8,192.20	\$ 139,872.55
Baxter & Woodman	\$ 16,913.03	\$ 275,137.61
Carollo	\$ 7,512.70	\$ 196,596.92
Holtz	\$ 14,384.00	\$ 261,748.00
KCI	—	\$ 52,498.35
Kimley-Horn & Associates, Inc.	\$ 5,470.50	\$ 124,677.41
Mock, Roos & Associates	\$ 11,540.00	\$ 126,502.50

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

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Future Business

General:

- Strategic Planning Workshop – November 4th & 5th, 2025 from 9:00am - 4:00pm at the River Center; the draft strategic plan will be presented at November 20, 2025 board meeting
- In December we anticipate providing the results of an ongoing compensation and benefits assessment.

Future Contracts:

- Lift Station 050 Collection System - Gravity System Repairs
- Vacuum Truck Dump Pit - Award Construction Contract
- Lift Station 163 - Electric Service Improvements - Award General Services Contract
- Lateral Lining Lift Station Systems 11, 12, 14, 27, & 190 (Center Street Corridor)
- FY 26 Vehicle Purchases