



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

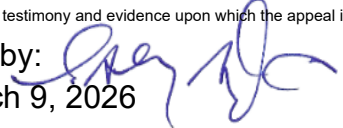
REGULAR MEETING # 03-2026

MARCH 19, 2026 – 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 6](#)
 - 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. Fiscal Year 2025 Audit Report [Page 69](#)
 - C. 20 Acre Site Remediation and Educational Facilities – Construction Contract [Page 70](#)
 - D. 20 Acre Site Remediation and Educational Facilities – Professional Engineering Services [Page 76](#)
 - E. Amended and Restated Lease Agreement for Cell Tower [Page 94](#)
 - F. Interlocal Agreement with Town of Jupiter for Nanofiltration Process Water [Page 95](#)
 - G. Chapter 31-10, Schedule of Rates, Fees and Charges (Rate Study) [Page 96](#)
7. Reports (see next page) Pulled for Discussion
8. Future Business [Page 193](#)
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: March 9, 2026

Kevin L. Baker
CHAIRMAN

Dr. Matt H. Rostock
BOARD MEMBER

Stephen B. Rockoff
BOARD MEMBER

Gordon M. Boggie
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. Final Assessment - SE Indian Hills Drive (Resolution 2026 - 03) [Page 15](#)
- B. Child Protection Policy - to approve policy updates [Page 23](#)
- C. Volunteer Policy - to approve policy updates [Page 27](#)
- D. Public Participation at Public Meetings Policy - to approve policy updates [Page 32](#)
- E. Lien Policy – to approve policy updates [Page 36](#)
- F. Delinquent Account Payment Plan Policy – to approve policy updates [Page 42](#)
- G. American Funds 2070 Target Date Retirement Fund Class R-6 (ticker: RFBFX) -
to approve addition of fund to Retirement Plan Investment Lineup [Page 47](#)
- H. Master Planning - Security Master Plan – to approve professional engineering services [Page 48](#)
- I. Master Planning - Force Main Evaluation, Preventative Maintenance and
Replacement Program - to approve professional engineering services [Page 62](#)
- J. ITB 26-001-00150 Generator Repair and Maintenance – to award contract
- K. Fixed Asset Disposal - to approve disposal [Page 63](#)
- L. Change Order to Current Contract - to approve modifications [Page 67](#)

7. REPORTS

- A. Neighborhood Sewering [Page 132](#)
- B. Legal Counsel's Report [Page 133](#)
- C. Director's Report [Page 136](#)



LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929


D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

AGENDA
PUBLIC HEARING #02-2026
MARCH 19, 2026 - 6:55 P.M.
AT DISTRICT OFFICES
ALL MEETINGS ARE OPEN TO THE PUBLIC

1. Call to Order and Pledge of Allegiance
2. Roll Call
3. To receive public comments pertaining to the revision of LRD rule Chapter 31-10 Rates, Fees and Charges
4. Comments from the Board
5. Adjournment

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

Submitted by: 
Date: March 9, 2026

Kevin L. Baker
CHAIRMAN

Dr. Matt H. Rostock
BOARD MEMBER

Stephen B. Rockoff
BOARD MEMBER

Gordon M. Boggie
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

AGENDA
PUBLIC HEARING #03-2026
MARCH 19, 2026 - 6:56 P.M.
AT DISTRICT OFFICES
ALL MEETINGS ARE OPEN TO THE PUBLIC

6. Call to Order and Pledge of Allegiance
7. Roll Call
8. To receive public comments pertaining to the Final Assessment of SE Indian Hills Drive
9. Comments from the Board
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: March 9, 2026

Kevin L. Baker
CHAIRMAN

Dr. Matt H. Rostock
BOARD MEMBER

Stephen B. Rockoff
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER



LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

TO: Governing Board
FROM: D. Albrey Arrington, Ph.D., Executive Director
DATE: March 13, 2026
SUBJECT: Approval of Meeting Minutes

Attached herewith are the minutes for the Regular Meeting of February 19th, 2026. As such, the following motion is presented for your consideration:

“THAT THE GOVERNING BOARD approve the minutes of the Regular Meeting of February 19th, 2026 as submitted.”

Kevin L. Baker
CHAIRMAN

Dr. Matt H. Rostock
BOARD MEMBER

Stephen B. Rockoff
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

Ref: #02-2026

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
REGULAR MEETING - MINUTES
FEBRUARY 19, 2026

1. CALL TO ORDER

Chairman Baker called the Regular Meeting of February 19, 2026 to order at 7:00 PM.

2. ADMINISTRATIVE MATTERS

A. ROLL CALL

The following Board Members were in attendance:

Mr. Baker
Mr. Boggie
Mr. Rockoff (in at 7:05 PM)
Dr. Rostock

Staff Members in attendance were Dr. Arrington, Mr. Dean, Mr. Howard, Mr. Pugsley, Ms. Fraraccio, Ms. Jones, Mr. Oviedo, and Mr. Chung. 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 Regular Meeting of January 15th, 2026 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 January 15th, 2026 as submitted.”

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

C. ADDITIONS & DELETIONS TO THE AGENDA

Removed Items 5K, 5O-C2 and 6B

3. COMMENTS FROM THE PUBLIC

No comments were received from the public.

4. STATUS UPDATES

A. LOXAHATCHEE WATERSHED STATUS

Mr. Oviedo presented preliminary findings from a demonstration project assessing the functionality of a low cost, low risk integrated technology solution to improve the efficiency by which LRD identifies which low pressure sewer systems have lost power immediately following a major storm (e.g., hurricane) or other emergency conditions. Based on these results, staff have incorporated implementation of this solution into the Rate Study.

B. LOXAHATCHEE RIVER DISTRICT DASHBOARD

Dr. Arrington reviewed the District Dashboard.

5. CONSENT AGENDA

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

“THAT THE GOVERNING BOARD approve the Consent Agenda of February 19, 2026 with the exclusion of 5K and 5O-C2 and 5L pulled for further discussion.”

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

A. Preliminary Assessment - SE Indian Hills Drive (Resolution 2026 - 02)

"THAT THE GOVERNING BOARD approve Resolution 2026-02 adopting the SE INDIAN HILLS DRIVE Preliminary Assessment Roll."

B. Lift Station General Construction Services - to approve contract renewal

“THAT THE DISTRICT GOVERNING BOARD authorize renewal of the third 1-year term contract for ITB #24-003-00133 Lift Station General Construction Services to Hinterland Group, Inc. in amount not to exceed \$1,100,000.”

C. DIW 5-Year Mechanical Integrity Test (MIT) - to approve contract award

“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute a purchase order to Florida Design Drilling, LLC for the performance of the work activities associated with the Deep Injection Well, 5-Year Mechanical Integrity Test, in accordance with a “piggy-back” of Broward County Bid No.PNC2131251B1 in the amount of \$86,750.00.”

D. Ordering FY26 Fleet Vehicles - to approve contract award

THAT THE DISTRICT GOVERNING BOARD authorize the purchase of the referenced fleet vehicles from Hendrick Automotive Group using the piggy-back of Sourcewell (formerly NJPA) Contract No. 081325 in the amount of \$342,589.78.”

E. Secondary Clarifier - Spare Main Drive Rebuild - to approve contract award

“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute a purchase order to Ovivo USA, LLC in the amount of \$67,400 and a 10% contingency in the amount of \$6,740.00, for the costs of unanticipated incidental parts replacement. Board authorization is contingent upon Ovivo USA, LLC deleting language within their standard Terms & Conditions requiring the District to indemnify Ovivo, under any circumstance.”

F. Master Lift Station Odor Control Improvements - to approve construction contract

“THAT THE DISTRICT GOVERNING BOARD approve a purchase order to Hinterland Group, Inc., under ITB 24-001-00131 Wastewater & I.Q. Water General Construction Service and Emergency/On-Call Repair Services, for \$117,489.71 and a contingency of \$12,000.00 to complete mechanical work for Master Lift Station Odor Control Improvements project, AND approve a purchase order to Hinterland Group Inc., under ITB #24-006-00136 General Electrician Services, for \$65,475.45 and a contingency of \$7,000.00 to complete the electrical work for Master Lift Station Odor Control Improvements project.”

G. Master Lift Station 001 Flow Meter Replacement - to approve construction contract

“THAT THE DISTRICT GOVERNING BOARD approve utilization of contract ITB 24-001-00131 Wastewater & I.Q. Water General Construction Services and Emergency / On-Call Repair Services for the Master Lift Station Flow Meter Replacement project in the amount of \$15,954.71 and approve a contingency amount of \$1,600.00.”

H. Lift Station No. 092 Rehabilitation - to approve construction contract

“THAT THE DISTRICT GOVERNING BOARD approve a purchase order to Hinterland Group, Inc., under ITB 24-001-00131 Wastewater & I.Q. Water General Construction Services and Emergency / On-Call Repair Services, for \$176,714.69 and a contingency of \$17,700.00 to complete mechanical work for Lift Station No. 092 Rehabilitation project, AND approve a purchase order to Hinterland Group Inc., under ITB #24-006-00136 General Electrician Services, for \$38,320.98 and a contingency of \$4,000.00 to complete the electrical work for Lift Station No. 092 Rehabilitation project.”

- I. Reauthorization of 24-001-00131 Wastewater and I.Q. Water General Construction Services and Emergency / On-Call Repair Services - Hinterland Group, Inc.

“THAT THE DISTRICT GOVERNING BOARD re-authorize PO #26-0118 for Hinterland Group, Inc. for a total not to exceed amount of \$1,000,000.00.”

- J. Reauthorization of 24-001-00131 Wastewater and I.Q. Water General Construction Services and Emergency / On-Call Repair Services - Felix Civil Construction, LLC

“THAT THE DISTRICT GOVERNING BOARD re-authorize PO #26-0118 for Felix Civil Construction, LLC. for a total not to exceed amount of \$1,000,000.00.”

- M. Interlocal Agreement for Jupiter Park Drive Improvements – to approve amendment

“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.”

- N. Fixed Asset Disposal - to approve disposal

“THAT THE GOVERNING BOARD authorize the Executive Director to dispose of tangible personal property asset numbers FA04043, FA04044, and FA00787 and the items from the aggregated assets listed in the schedule below in accordance with the District’s Disposal of Surplus Tangible Personal Property Policy.”

<u>Description</u>	<u>Serial Number</u>	<u>Condition</u>	<u>Estimated Value</u>
2 HP Barnes Pump	C1162848-1005	Beyond Repair	\$50
2 HP Barnes Pump	C1507677-0111	Beyond Repair	\$50
2 HP Barnes Pump	C1686243-0714	Beyond Repair	\$50
2 HP Barnes Pump	C1768857-0216	Beyond Repair	\$50
2 HP Barnes Pump	C818258-0801	Beyond Repair	\$50
2 HP Barnes Pump	ZS210364-0521	Beyond Repair	\$50
5 HP Barnes Pump	C1752037-1015	Beyond Repair	\$50
3 HP Flygt Pump	0231353	Beyond Repair	\$50
3 HP Flygt Pump	0550403	Beyond Repair	\$50
3 HP Flygt Pump	1580084	Beyond Repair	\$50
3 HP Flygt Pump	1810077	Beyond Repair	\$50
15 HP Flygt Pump	0410037	Beyond Repair	\$50
15 HP Flygt Pump	0450003	Beyond Repair	\$50
2 HP Hydromatic Pump	G-25013	Beyond Repair	\$50
2 HP Hydromatic Pump	G-99585	Beyond Repair	\$50

O. Change Order to Current Contract - to approve modifications

C1. Lift Station Control Panel Replacement & RTU Project

“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute Change Order 001 to the Professional Engineering Services contract with Baxter and Woodman, Inc. for Lift Station Control Panel and Telemetry Upgrades in the amount of \$61,368.00.00.”

C3. 2500 Jupiter Park Drive Site Improvements - Phase 1 - Structural design for covered Collections and Construction storage areas and Reimbursables

“THAT THE DISTRICT GOVERNING BOARD approve 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 \$3,186,996.19 and a reimbursable allowance of \$20,000.00”

C4. ITB 25-004-00143 Generator Repair and Maintenance: Reauthorization for repairs to Lift Station 163’s Emergency Standby Generator

“THAT THE DISTRICT GOVERNING BOARD approve reauthorization of ITB 25-004-00143 to include \$40,371.70 for repair of Lift Station 163’s Emergency Standby Generator.”

6. REGULAR AGENDA

A. CONSENT AGENDA ITEMS PULLED FOR DISCUSSION

5 L. Lift Station 018, 041, 050 and 054 Gravity System Repairs - Professional Engineering Services Contract Award

“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to enter into Work Authorization 2026-2 with Holtz Consulting Engineers in the amount of \$199,600.00.”

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

C. Xylem – to approve annual open purchase order

“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute an annual Open Purchase Order to Xylem Water Solutions USA Inc. at a total cost not to exceed \$400,000 for new pumps, pump rebuilds, and related products, in accordance with the District Procurement Policy.”

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

D. Chapter 31-10, Schedule of Rates, Fees and Charges (Rate Study)

Dr. Arrington presented his memo and the proposed revisions to Chapter 31-10. Board members weighed in with questions and provided their perspective relative to the potential use of debt to finance some of the significant capital improvements planned over the upcoming 5 years. Some Board members expressed their preference to avoid debt while others prefer to use debt selectively to fund major capital improvements that will have a long-lasting expected useful life. Based on the productive discussion, Dr. Arrington committed to returning next month with analyses and proposed revisions to Chapter 31-10 that will allow the Board to identify an acceptable path forward.

7. REPORTS

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

Dr. Arrington pointed out his draft goals for 2026, which he developed with Chairman Baker. The Board supported moving forward with the goals as drafted.

8. FUTURE BUSINESS

Future Business stood as written.

9. COMMENTS FROM THE BOARD

No comments from the Board

10. ADJOURNMENT

That the regular meeting of February 19th, 2026 adjourns at 8:47 PM.”

MOTION: Made by Mr. Boggie Seconded by Mr. Rockoff

Passed Unanimously.

BOARD CHAIRMAN

BOARD SECRETARY

RECORDING SECRETARY



Loxahatchee River Watershed Status Water Quality Monitoring & Research at Dubois Park

Dubois Park and its shallow-water lagoon are popular recreation areas, especially for families with young children. Each week, the Loxahatchee River District (LRD) and the Palm Beach County Department of Health (DOH) monitor water quality for fecal indicator bacteria (FIB). These results are posted on their respective websites. When bacteria levels exceed the Environmental Protection Agency's (EPA) water-quality criteria, the DOH issues a swimming advisory, and County lifeguards temporarily close the swimming area.

Because the park is so heavily used, we have completed extensive studies throughout the surrounding drainage basin to better understand local conditions and potential risks. Some of this work was conducted in partnership with the Florida Department of Environmental Protection's Laboratory, and we have shared our findings with staff from Palm Beach County Parks.

At our upcoming meeting, we will review key characteristics of the area and present the most important insights gained from our research and work by the EPA.



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 ‰	Fecal Coliform Bacteria (cfu/100ml)
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
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
2025 Baseline	1,411	13	0.1	252	6.8	0	1,161	1	0.1	40,206,663	98%	99%	79%	25	8	27	3
2025 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
Oct	1,518	14	0	500; 0	7.4	0	1,078	0	0	\$ 37,208,829	95%	132%	99%	26	0	7.0	3
Nov	1,026	13	1	1,150; 0	6.9	0	1,122	0	0	\$ 38,125,893	96%	107%	97%	10	0	19.5	2
Dec	950	12	0	11; 0	6.8	0	1,104	0	0	\$ 37,770,911	101%	99%	95%	16	0	31.1	2
2026 Jan	1,169	13	0	172; 0	7.0	0	1,103	1	0	\$ 37,402,748	100%	93%	90%	15	17	29.0	3
Feb	1,381	10	0	21.5; 0	7.1	0	1,097	0	0	\$ 38,290,225	101%	92%	96%	10	22	32.2	1
Consecutive Months at Green	5	14	3	3	201	57	184	10	5	197	15	3	6	5	0	3	1
Metric Owner	O'Neill	Pugsley	Dean	Dean	Pugsley	Pugsley	Pugsley	Dean	Alvarez	Fraraccio	Fraraccio	Fraraccio	Dean	Dean	Howard	Howard	Howard

Metric

MFL Compliance

Explanation

Flow over Lainhart Dam was less than 35 cfs for 18 days in February and mean daily salinity at rivermile 9.1 exceeded 2 ppt for 22 or 28 days in February. For more information, see Bud's report.



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: March 10, 2026
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. Final Assessment - SE Indian Hills Drive (Resolution 2026 - 03)
- B. Child Protection Policy - to approve policy updates
- C. Volunteer Policy - to approve policy updates
- D. Public Participation at Public Meetings Policy - to approve policy updates
- E. Lien Policy – to approve policy updates
- F. Delinquent Account Payment Plan Policy – to approve policy updates
- G. American Funds 2070 Target Date Retirement Fund Class R-6 (ticker: RFBFX) - to approve addition of fund to Retirement Plan Investment Lineup
- H. Master Planning - Security Master Plan – to approve professional engineering services
- I. Master Planning - Force Main Evaluation, Preventative Maintenance and Replacement Program - to approve professional engineering services
- J. ITB 26-001-00150 Generator Repair and Maintenance – to award contract
- K. Fixed Asset Disposal - to approve disposal
- L. 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 March 19th, 2026 as presented.”

Signed: 
D. Albrey Arrington, Ph.D.

Kevin L. Baker
CHAIRMAN

Dr. Matt H. Rostock
BOARD MEMBER

Stephen B. Rockoff
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

Shenkman & Shenkman, P.A.

Curtis@PalmBeachLawyer.Law
Hunter@PalmBeachLawyer.Law
Bonnie@PalmBeachLawyer.Law
Carolina@PalmBeachLawyer.Law
Denise@PalmBeachLawyer.Law

Board Certified Real Estate Attorney
Three Palms Center
2151 S. Alternate A1A, Suite 1000

Jupiter, FL 33477

phone 561-822-3939
phone #561-822-3933

fax #561-898-2266

March 12, 2026

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

Re: **Resolution 2026-03 and FINAL Assessment Roll for SE Indian Hills Drive**

Dear Albrey:

Attached to this letter is the Transfer of Property Lien, Resolution 2026-03, Exhibit "A", Final Assessment Roll, Exhibit B Map, and the most recent list of property owners as part of the Resolution.

I will bring the Originals to the meeting and obtain the signatures and notary.

A **SUGGESTED MOTION** for the Board at the March 19, 2026 meeting is as follows:

"THAT THE GOVERNING BOARD approve Resolution **2026-03** amending the **SE Indian Hills Drive** FINAL Assessment Roll and Exhibits."

Sincerely,
Curtis L. Shenkman
Curtis L. Shenkman

RETURN TO:
Loxahatchee River District
2500 Jupiter Park Drive
Jupiter, FL 33458

**TRANSFER OF PROPERTY LIEN TO NON-AD
VALOREM TAX BILL & CERTIFICATION OF SPECIAL
ASSESSMENT ROLL FOR SE INDIAN HILLS DRIVE SPECIAL ASSESSMENTS**

THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, a special district of the State of Florida created and existing pursuant to Chapter 2021-249, Laws of Florida (the “District”), gives public notice that the District’s Governing Board as of and effective on the 19th day of MARCH, 2026 passed Resolution 2026-03 which is attached hereto, approving the non-ad valorem tax bill, AND TRANSFERRING THE RECORDED LIEN ON PROPERTIES IDENTIFIED AS BEING PART OF THE **SE INDIAN HILLS DRIVE** AREA LISTED IN THE FOLLOWING DOCUMENTS, as recorded in the Public Records of **MARTIN** County, Florida:

1. Pending Lien Notice of Intent to Assess, and Resolution **2024-05** recorded on **June 24, 2024** in **Official Record Book 3444, Pages 1312 through 1318** in the Public Records of **MARTIN** County, **Florida**.

Any inquiries as to payment of special assessments should be directed to:

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
2500 Jupiter Park Drive
Jupiter, Florida 33458
(561) 747-5700

IN WITNESS WHEREOF, the undersigned, Executive Director of the Loxahatchee River Environmental Control District, hereby certifies on MARCH 19, 2026, the information contained herein is true and accurate.

WITNESSES:

LOXAHATCHEE RIVER ENVIRONMENTAL
CONTROL DISTRICT

By: _____

D. Albrey Arrington, Ph.D.
Executive Director

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of X physical presence or ___ online notarization on March 19, 2026, by D. Albrey Arrington, Ph.D., EXECUTIVE DIRECTOR of the LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, a special district of the State of Florida, on behalf of the District, who is personally known to me.

(Notary Seal)

NOTARY PUBLIC, STATE OF FLORIDA

RESOLUTION NO. 2026-03

A RESOLUTION OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT RELATING TO THE **SE INDIAN HILLS DRIVEASSESSMENT** AREA IMPROVEMENTS; ADOPTING THE ASSESSMENT ROLL FOR **SE INDIAN HILLS DRIVEASSESSMENT** AREA IMPROVEMENTS; CONFIRMING SAID SPECIAL ASSESSMENT ROLL AS ATTACHED HERETO AS EXHIBITS “A” AND “B”; PROVIDING FOR ELLIS RULE COMPLIANCE; PROVIDING FOR DECLARING LINE AVAILABLE FOR CONNECTION; PROVIDING THE SPECIAL ASSESSMENTS SHALL BE COLLECTED AS NON-AD VALOREM SPECIAL ASSESSMENTS ON THE REAL ESTATE TAX BILL; AUTHORIZING THE DISTRICT CLERK TO PREPARE AND DELIVER THE NON-AD VALOREM SPECIAL ASSESSMENT ROLL TO THE PALM BEACH COUNTY AND MARTIN COUNTY PROPERTY APPRAISERS, TAX COLLECTORS, AND FLORIDA DEPARTMENT OF REVENUE; PROVIDING FOR CONSISTENCY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Governing Board of the Loxahatchee River Environmental Control District (hereinafter called the “District”) has authorized the sewer improvements constructed in the **SE INDIAN HILLS DRIVE** Assessment Area; and

WHEREAS, The District’s previous Resolutions **2024-05 & 2026-02** were approved by the District’s Governing Board and directed the preparation of the Assessment Roll.

WHEREAS, the Governing Board, on the 19th day of MARCH, 2026 at 6:55 P.M., sat as Board of Adjustment as provided in District Rule 31-11.005, and held the Public Hearings under Florida Statutes Chapter 197.

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

Section 1. The Governing Board confirms the Special Assessment Roll attached hereto as Exhibits “A” and “B” without further modification. The unit of measurement for each assessment area is that each parcel is assessed equally.

Section 2. The Special Assessment is in compliance with the “Ellis Rule” requirement of District Rule 31-10.011, and Resolution Nos. **2024-05 & 2026-02** of the District.

Section 3. In accordance with District Rule Chapter 31-11, and Florida Statutes Chapter 197, said Special Assessment Liens shall remain liens co-equal with the lien of all State, County, District and Municipal taxes, superior in dignity to all other liens, titles, and claims, until paid. Any failure to so pay these non-ad valorem Special Assessments shall be a default hereunder and will cause a tax certificate to be issued against the property which may result in a loss of title.

RESOLUTION 2026-03

Loxahatchee River Environmental Control District

Section 4. Availability for Connection and Required Connection.

The wastewater and sewerage system was “Available” for connection in accordance with District Rule 31-3.003(3) and Florida Statutes 381.0065(2)(a) when the LRD released the system for service on December 03, 2025, which is the date of actual “Availability”. In accordance with Florida Statutes 381.00655, the affected property owners shall be required to connect to the sewerage system within one (1) year of the actual Availability.

Section 5. The **District Clerk, as the designee of the chairman** of the Governing Board, **is directed to certify the non-ad valorem assessment roll, on a compatible electronic medium tied to the property identification number** and deliver it to the tax collector by September 15 of each year, or as otherwise provided for in the agreements with the tax collector. The certification shall be made on **Form DR-408A**.

Section 6. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. 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 19th day of MARCH, 2026.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT:

VOTE

KEVIN L. BAKER

DR. MATT H. ROSTOCK

STEPHEN B. ROCKOFF

GORDON M. BOGGIE

Mary Ann Malley Revocable Trust
re: 17577 SE Indian Hills Dr
Tequesta FL 33469
13-40-42-001-000-00370-2

Mr. & Mrs. Curtis Heitkamp
re: 17553 SE Indian Hills Dr
Tequesta FL 33469
13-40-42-001-000-00380-0

Mr. & Mrs. Jeffery Rold
re: 17529 SE Indian Hills Dr
Tequesta FL 33469
13-40-42-001-000-00390-8

2005 Sara Martin Revocable Trust
re: 17505 SE Indian Hills Dr
Tequesta FL 33469
13-40-42-001-000-00400-6

Mr. & Mrs. Dennis Labate
re: 17481 SE Indian Hills Dr
Tequesta FL 33469
13-40-42-001-000-00410-4

Mr. David Meara
re: 17457 SE Indian Hills Dr
Tequesta FL 33469
13-40-42-001-000-00420-2

David Bevvino-Berv & Tatiana Esipovich
re: 17433 SE Indian Hills Dr
Tequesta FL 33469
13-40-42-001-000-00430-0

Mr. & Mrs. William Larocco
re: 17409 SE Indian Hills Dr
Tequesta FL 33469
13-40-42-001-000-00440-8

Mr. & Mrs. Guiseppi Calandra
re: 17385 SE Indian Hills Dr
Tequesta FL 33469
13-40-42-001-000-00450-5

Stephen L Earsley Trust
re: 17361 SE Indian Hills Dr
Tequesta FL 33469
13-40-42-001-000-00460-3

M Deverich/C Williamson
re: 17337 SE Indian Hills Dr
Tequesta FL 33469
13-40-42-001-000-00470-1

Mr. & Mrs. Carlos Valella
re: 17313 SE Indian Hills Dr
Tequesta FL 33469
13-40-42-001-000-00480-9

EXHIBIT "A"
FINAL ASSESSMENT ROLL
LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
SE INDIAN HILLS DRIVE ASSESSMENT AREA

TOTAL COSTS AND EXPENSES RELATED TO THE IMPROVEMENTS. The District shall consider the **total** costs and expenses related to the improvements in the **SE INDIAN HILLS DRIVE** Assessment Area shall be **\$11,175.70** per parcel of property in the **SE INDIAN HILLS DRIVE** Area.

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

ASSESSMENT BASED ON PARCEL OF PROPERTY. Each Parcel of Property in the **SE INDIAN HILLS DRIVE** Assessment Area identified on EXHIBIT "B" shall be currently assessed in the amount of **\$10,058.13** .

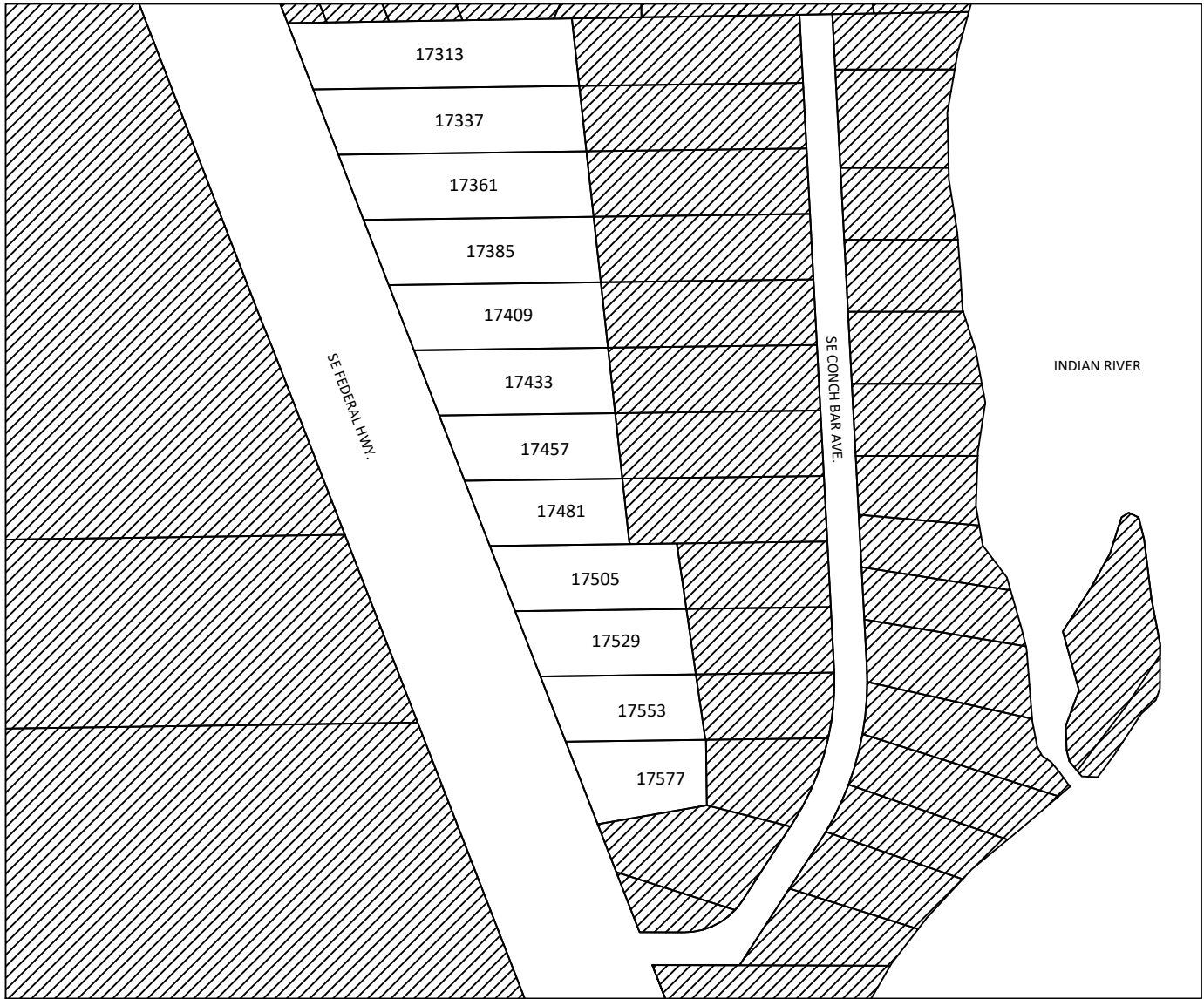
PAYMENT OF ASSESSMENT. As to Parcels of **SE INDIAN HILLS DRIVE** Assessment Area Property in EXHIBIT "B", the **\$10,058.13** assessment may be paid, interest free, at the office of the District on or before May 1, 2027.

Owners who do not pay the \$10,058.13 assessment on or before May 1, 2027 shall have the \$10,058.13 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 \$1,024.44, commencing with the November 1, 2027 Real Estate Tax Bill.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

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

EXHIBIT "B" SE INDIAN HILLS DRIVE LOW PRESSURE SEWER SYSTEM



LEGEND

 NOT IN ASSESSMENT AREA

NOTICE OF BOARD OF ADJUSTMENT HEARING AND
GOVERNING BOARD MEETING
SE INDIAN HILLS DRIVE ASSESSMENT AREA

Notice is hereby given pursuant to the Loxahatchee River Environmental Control Act (Chapter 2002-358, Law of Florida) that the Governing Board of the Loxahatchee River Environmental Control District shall act as the Board of Adjustment at a hearing to be held on the 19th of March, 2026, at 6:55 p.m., at the District's Governing Board meeting chambers, Jupiter, Florida. At the hearing, the Board of Adjustment will hear objections of all interested persons to the proposed Resolution 2026-03 which is to confirm the Preliminary Assessment Roll adopted by Resolution 2026-02.

The Governing Board of the Loxahatchee River Environmental Control District shall hold its meeting on the 19th of March, 2026, at 7:00 p.m., or as soon thereafter as the prior Board of Adjustment meeting shall adjourn. At the Governing Board meeting all interested persons may appear and file written objections to the confirmation of the Preliminary Assessment Roll adopted by Resolution 2026-02 for the sewage collection lines in the "SE INDIAN HILLS DRIVE Assessment Area".

The SE INDIAN HILLS DRIVE Assessment Area for sewer service is located within Section 13, Township 40 South, Range 42 East, Martin County, Florida and lies within the following general boundaries:

On the North by Galway Court,
On the South by SE Conch Bar Ave.,
On the East by SE Conch Bar Ave., and
On the West by Federal Highway.

The plans, specifications, estimates, and tentative apportionment of cost for said improvements are on file in the office of the District located at 2500 Jupiter Park Drive, Jupiter, Florida 33458 during regular business hours.

ALL OBJECTIONS TO ANY SUCH RESOLUTION ON THE GROUND THAT IT CONTAINS ITEMS WHICH CANNOT BE PROPERLY ASSESSED AGAINST PROPERTY, OR THAT IT IS, FOR ANY DEFAULT OR DEFECT IN THE PASSAGE OR CHARACTER OF THE RESOLUTION OR THE PLANS AND SPECIFICATIONS OR ESTIMATE, VOID OR VOIDABLE IN WHOLE OR IN PART, OR THAT IT EXCEEDS THE POWER OF THE GOVERNING BOARD, SHALL BE MADE IN WRITING, IN PERSON OR BY ATTORNEY, AND FILED WITH THE GOVERNING BOARD AT OR BEFORE THE TIME OR ADJOURNED TIME OF SUCH HEARING. ANY OBJECTIONS AGAINST THE MAKING OF ANY IMPROVEMENT NOT SO MADE SHALL BE CONSIDERED AS WAIVED, AND IF ANY OBJECTION SHALL BE MADE AND OVERRULED OR SHALL NOT BE SUSTAINED, THE CONFIRMATION OF THE RESOLUTION SHALL BE THE FINAL ADJUDICATION OF THE ISSUES PRESENTED UNLESS PROPER STEPS SHALL BE TAKEN IN A COURT OF COMPETENT JURISDICTION TO SECURE RELIEF.

"PLEASE TAKE NOTICE AND BE ADVISED, that if a person decides to appeal any decision made by the Board, with respect to any matter considered at such meeting or hearing, he will 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."

Published by: D. ALBREY ARRINGTON, Ph.D., DISTRICT CLERK
LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
Publish: On or before MARCH 01, 2026.



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: MARCH 9, 2026
SUBJECT: LRD CHILD PROTECTION POLICY

The LRD Child Protection Policy (attached on following page) was originally approved by the Board on March 18, 2021. In our continuing effort to systematically review and update our policies, your staff have reviewed our existing Child Protection Policy. Originally, we did not have any suggested revisions; however, after considering the constructive feedback provided by the Board, we are recommending the following updates to this policy:

- A. Clarified that bows and arrows used in an authorized education program are not considered a weapon; and
- B. Revised the definition of “child abuse” to match the definition of Child Abuse in Florida Statutes 827.03.

The red-lined version of our Child Protection Policy is attached showing these suggested revisions.

The following motion is recommended for approval:

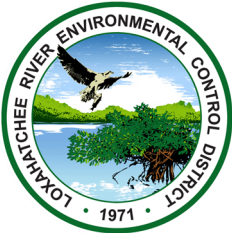
“THAT THE DISTRICT GOVERNING BOARD approves the revised Child Protection Policy with an effective date of Marcy 20, 2026.

Gordon M. Boggie
CHAIRMAN

Kevin Baker
BOARD MEMBER

Stephen B. Rockoff
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

	LOXAHATCHEE RIVER DISTRICT	Doc No:	LRD-POL-EXE-14.00
		Effective Date:	3/20/2026 <u>3/19/2021</u>
		Revision History:	<u>3/19/2021</u>
Author: Albrey Arrington & Jocelyn O'Neill		Revision No.:	<u>10</u>
		Review Date:	<u>3/18/2031</u>
Issuing Department: Executive		Page:	Page 1 of 3

CHILD PROTECTION POLICY

Purpose

The Loxahatchee River District (LRD) is committed to protecting child volunteers and guests, i.e., children volunteering to support or participating in a program or using a facility or service provided by LRD. Children interact with the LRD primarily through Environmental Education programs and facilities.

Policy

It is the policy of the LRD that measures will be taken to prevent child abuse by LRD Personnel, at LRD facilities, and during LRD programs. LRD Personnel have a duty to report any suspected child abuse to the proper authorities.

Screening

1. All LRD Environmental Education staff are required to submit to a Level 2 Background check prior to employment and must complete additional Level 2 background checks as required by law and in accordance with the LRD Personnel Policies and Procedures.
2. Adult volunteers must also submit to a Level 2 Background check as required by law during the volunteer period and in accordance with the LRD Volunteer Policy.

Training and Education

1. Child Abuse Prevention Training –
 - a. All LRD Environmental Education staff must complete child abuse prevention training within the first 60 days of employment. Additional, or recurring, training may be assigned.
 - b. LRD Volunteers must complete training on best practices for working with child guests and volunteers.
2. Reporting Training
 - a. During training, staff and volunteers will be instructed on how to identify suspected child abuse.
 - b. Training documents will include specific instructions on how to report suspected child abuse to Florida Department of Children and Families through the Florida Abuse Hotline.
 - c. Training documents will include specific instructions on how to report suspected child abuse to HR and Executive Director.
3. Guidelines for Interacting with Children
 - a. All LRD Environmental Education staff and volunteers will be provided a copy of Guidelines for Interacting with Children and will receive associated training.

Authority: Florida Statutes Chapter 39.201 (1)(a); Chapter 408.809 (2); Chapter 409.175; Chapter 435.04 (2)(ii - ll) and 435.12 (2)(a); Chapter 943.0542;

Date Approved by Governing Board: ~~3/19/2026~~ 3/18/2021

Program Interactions

1. Rule of Three – LRD Personnel should never be alone with a single child where they cannot be observed by others.
2. Adult-Child Ratios – programs will be designed with appropriate child to adult ratios to promote learning and safety, especially in outdoor programming.
3. Restroom Use – children must be toilet-trained if participating in a drop-off program. Young children will be supervised while using the restroom or changing, preferably from outside the bathroom. If a child needs assistance, personnel may assist the child using the “Rule of Three.”
4. Personnel will abide by the Guidelines for Interacting with Children.
5. LRD Personnel must recognize that volunteers under the age of 18 must be treated as children and in accordance with protections required by this policy.

Security

1. Per LRD Personnel Policies and Procedures and the Volunteer Policy, possession, distribution, sale, transfer, or use of alcohol, illegal drugs, or controlled substances in the workplace, while on duty is prohibited.
2. Smoking, vaping, and use of tobacco by LRD Personnel is prohibited while in their official capacity and in the presence of a child or guests of any age.
3. Per LRD Personnel Policies and Procedures and the Volunteer Policy, possession or use of weapons on LRD property or program locations is not permitted. For archery programs, bows and arrows used in an authorized educational program are defined as “recreational equipment” and are not considered weapons.

Interactions with Children not in Person

1. LRD Personnel will only communicate with child participants or volunteers about official LRD business.
2. Whenever possible, personnel should include others in the communication such as copying other LRD Personnel in email communications, including another person in phone or Zoom calls, including another person in text messaging or direct messaging (through social media). An exception is made if personnel have a personal relationship with the child outside of their official LRD role.
3. Staff will refrain from interacting with children, including child volunteers, through personal social media accounts. Staff should only communicate through LRD social media accounts.

Reporting

1. If LRD Personnel know of, or suspect, child abuse, abandonment, or neglect, they must:
 - a. Notify the Florida Department of Children and Families through the Florida Abuse Hotline.
 - b. Inform their immediate supervisor, department director, or Executive Director, depending on availability, that a report has been filed. If the report involves a staff member or volunteer, it must be reported to the Executive Director and Human Resources.

Definitions

- A. Child: a person less than 18 years of age. Plural form of Child is Children.
- B. Child Abuse: ~~physical maltreatment or sexual molestation of a child pursuant to Florida Statutes 827.03~~, “Child abuse” means: (1) Intentional infliction of physical or mental injury upon a child; (2) An intentional act that could reasonably be expected to result in physical or mental injury to a child; or (3) Active encouragement of any person to commit an act that results or could reasonably be expected to result in physical or mental injury to a child.

- C. Guest: a person participating in a program or using a facility or service provided by LRD, e.g., a patron.
- D. Level 2 Background Check: a state and national fingerprint-based check and consideration of disqualifying offenses and applies to those employees designated by law as holding positions of responsibility or trust. Section 435.04, mandates that Level 2 background security investigations be conducted on employees, defined as individuals required by law to be fingerprinted pursuant to Chapter 435.
- E. LRD Personnel: refers to anyone acting in an official capacity as a LRD employee or volunteer, including LRD staff, interns, volunteers and board members.

Relevant Procedures

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

- A. Guidelines for Interacting with Children
- B. Volunteer Manual
- C. New Volunteer Orientation Procedures
- D. Volunteer Shift Leader Procedures
- E. Summer Camp Volunteer Orientation
- F. New Hire Guidelines for Working with Volunteers

Relevant Policies

The following policies may relate to this policy:

- A. Volunteer Policy
- B. Personnel Policies and Procedures
- C. Safety Policy
- D. Social Media Policy

Applicability

This policy applies to all LRD Governing Board members, employees, interns, and volunteers.

Consequences

Violation of any of the following will result in termination:

1. Failure to report known child abuse.
2. Engaging in child abuse.
3. Possession and/or use of prohibited substances or weapons in the presence of a child.
4. Failure to complete a Level 2 background check as required by law.

Violation of any of the other child protection policies and procedures may result in disciplinary action up to and including termination, for more information see LRECD Personnel Policies & Procedures, e.g., Termination of Employment and Progressive Discipline.

Policy Questions

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



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: MARCH 9, 2026
SUBJECT: LRD VOLUNTEER POLICY

The LRD Volunteer Policy (attached on following page) was originally approved by the Board on March 18, 2021. In our continuing effort to systematically review and update our policies, your staff have reviewed this existing policy. At this time, we do not have any suggested revisions; nonetheless, since this policy is up for its 5-year review we are bringing it before the Board.

I welcome your constructive feedback on this policy should you have any.


No action is needed at this time.

Kevin L. Baker
CHAIRMAN

Dr. Matt H. Rostock
BOARD MEMBER

Stephen B. Rockoff
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

	LOXAHATCHEE RIVER DISTRICT	Doc No:	LRD-POL-EXE-13.00
		Effective Date	03-19-2021
		Revision History:	
Author: Albrey Arrington & Jocelyn O'Neill		Revision No.	0
		Review Date:	
Issuing Department: Executive		Page:	Page 1 of 4

VOLUNTEER POLICY

Purpose

Volunteers have the potential to provide valuable services for the Loxahatchee River Environmental Control District (LRD). Therefore, the LRD proactively engages volunteers in the accomplishment of our mission, especially the accomplishment of various roles associated with environmental monitoring and environmental education. While volunteers provide valuable services to LRD, our volunteer program is meant to provide meaningful benefits to our volunteers, e.g., educational experiences, professional development, community service hours. The purpose of this policy is to promote and encourage responsible volunteerism and provides the framework for successful management of volunteer(s); providing a positive experience for LRD program participants and guests as well as volunteers. This policy serves to define the principles of action for engaging, managing, and terminating all LRD volunteers.

Policy

It is the policy of the LRD that volunteers meet minimum age requirements, background check requirements for working around children, that they are trained in safety protocols and that they receive adequate training for the tasks or projects assigned to them. This policy applies to all LRD volunteers.

Volunteer Status

1. All volunteers are considered at-will volunteers.
2. All volunteer hours performed are unpaid, with no exceptions.
3. The LRD expressly reserves the right to discharge any volunteers for any reason, with or without cause, and without notice.
4. Nothing in this policy confers the right to any volunteer to continue as a volunteer for any length of time.
5. Participation as a volunteer does not constitute employee status for any volunteer.
6. Volunteer applicants 18 years of age or older must submit to a Level 2 Background Check prior to starting as a volunteer for any LRD Environmental Education programs, with the exception of day volunteers that sign up to volunteer for a single day event (i.e. fishing tournament, clean ups). Level 2 background checks do expire, and the volunteer will be required to complete additional background checks over time. The LRD will cover reasonable costs associated with Level 2 background checks.
7. Minimum age to volunteer: individuals must be 18 years of age to volunteer in the WildPine Lab. Individuals must be 14 years of age to volunteer for environmental education programs, though exceptions for volunteers 13 years and younger may be authorized by the Executive Director, or his designee, on a case-by-case basis.

Authority: Florida Statute Chapter 39.201 (1)(a); Chapter 408.809 (2); Chapter 435.04 (2)(ii - ll) and 435.12 (2)(a); Chapter 14.295; Chapter 768.1355; Chapter 110.501-110.504

Date Approved by Governing Board: 3/18/2021

8. Volunteers must submit a signed application and complete Volunteer Orientation prior to starting a volunteer position, with the exception of day volunteers that sign up to volunteer for a single day event (i.e. fishing tournament, clean ups).
9. Day volunteers must submit a signed LRD Liability Release prior to performing as a volunteer.

Community Service Hours

The LRD is not required to provide community service hours nor able to prioritize an individual's schedule based on external deadlines.

- Court Ordered Community Service –
 - LRD volunteers will interact with LRD staff and may be in direct contact with visitors, including children, the elderly, and minor volunteers. To promote the safety of our volunteers, staff and visitors to LRD facilities and programs, volunteers seeking court ordered community service hours for convictions including, but not limited to, violence of any type, firearms or weapons violations, drugs, or felony theft will not be accepted. Acceptance of any other Court-ordered Community Service requirement will be decided on a case-by-case basis and are at the sole discretion of LRD staff.
 - Charges and conviction must be disclosed at the time of application and a copy of the court order shall be provided. Prior to the start of a volunteer position, the volunteer must notify LRD staff how many hours are required and the due date for the hours to be completed.
- School Community Service – community service hours may be given for anyone that has requirements for school or other organizations. Volunteers are responsible for tracking their hours and obtaining necessary signatures.

Substances

Manufacturing, distribution, dispensation, possession, or use of any illegal drug, alcohol, or controlled substance while on the District's premises is strictly prohibited, with the exception of controlled substances in the dosage amount prescribed by a doctor that are medically necessary to dose during a volunteer's shift that do not impair the volunteer's duties. The above activities constitute serious violations of District policies, jeopardize the District, and can create situations that are unsafe.

Weapons

The District complies with Florida Statute 790.251 in regards to weapons and firearms in the workplace. Volunteers may not, at any time while on any property owned, leased or controlled by the District, including anywhere that the District's business is conducted, such as event venues, off-site program locations, LRD partner properties and so forth, possess or use any type of weapon not approved by the Executive Director. Weapons include, but are not limited to; guns, swords with blades over twelve inches in length, explosives, and any chemical whose purpose is to cause harm to another person. Any type of weapon, as defined above must remain locked inside the volunteer's private motor vehicle while on or using District property or participating in a program or project.

Conduct

1. All volunteers must adhere to the Child Protection Policy and procedures.
2. All volunteers must abide by the Social Media Policy and guidelines.
3. All volunteers are expected to be courteous and respectful at all times.

Safety

1. During orientation and the first day of training, new volunteers will participate in a safety program to orient them to common safe practices for their anticipated area of service.
2. All volunteers will be supervised by an LRD staff member to ensure that they are following safety guidelines.
3. In the event an LRD volunteer sustaining an injury or Near Miss, the volunteer's supervisor and Safety Officer must be informed immediately and the proper report completed.
4. Volunteers are covered under the LRD's worker compensation insurance.

LRD Responsibilities

1. LRD staff will provide all relevant policies and procedures to new volunteers prior to their first day of service.
2. LRD staff will provide updates to volunteer policies and procedures to all active volunteers as needed.
3. LRD staff will endeavor to provide a safe and positive environment for volunteers.
4. LRD staff will monitor volunteers for safety and conduct and address inappropriate conduct and unsafe conditions.
5. LRD staff will adhere to the Child Protection Policy when working with child volunteers and supervise any adult volunteers working with child volunteers.
6. LRD will maintain records on all active volunteers (last shift within the last 12 months) and archive inactive volunteers.
7. LRD staff will be courteous and respectful to volunteers.

Definitions

- A. Court-ordered Community Service: volunteer hours intended to meet compliance with a judgement against an individual requiring that they complete a certain number of volunteer hours.
- B. Day Volunteer: a volunteer that participates in a single day event such as (but not limited to) a clean-up or fishing tournament.
- C. General Community Service: volunteer hours that are not court-ordered or school-related
- D. Level 2 Background Check: a state and national fingerprint-based check and consideration of disqualifying offenses and applies to those employees designated by law as holding positions of responsibility or trust. Section 435.04, mandates that Level 2 background security investigations be conducted on employees, defined as individuals required by law to be fingerprinted pursuant to Chapter 435.
- E. School Community Service: volunteer hours that are not court-ordered and documented to meet school goals or requirements.
- F. Volunteer: an unpaid individual that assists LRD staff in the pursuit of our environmental education and environmental monitoring efforts.

Relevant Procedures

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

- A. Volunteer Manual
- B. New Volunteer Orientation Procedures
- C. Volunteer Termination Procedures
- D. Volunteer Shift Leader Procedures
- E. Volunteer Tracking and Records Procedures

F. New Hire Guidelines for Working with Volunteers

Relevant Policies

The following policies may relate to this policy:

- A. Child Abuse Prevention Policy
- B. Employee Safety Manual (Safety Policy)
- C. Environmental Education Policy
- D. Near Miss Policy
- E. Social Media Policy

Applicability

This policy applies to all LRD Governing Board members, employees, interns, and volunteers.

Consequences

Non-compliance with any LRD policy, procedure, or safety protocol may result in termination of the volunteer. Volunteers may be given the opportunity to correct the problem prior to termination. A volunteer will be immediately terminated if they are in possession of drugs, alcohol, or weapons or if they fail to disclose that they have court-ordered community service prior to starting. If staff have a reasonable suspicion that a volunteer has arrived impaired by drug or alcohol use, they will be asked to leave immediately. Additional consequences may include a return, pre-service interview (name clearing or resolution) and/or termination.

Policy Questions

Questions regarding this policy should be directed to the authors listed above.



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: MARCH 18, 2026
SUBJECT: LRD Public Participation at Public Meetings Policy

The LRD Public Participation at Public Meetings Policy (attached on following page) was originally approved by the Board on February 18, 2021. In our continuing effort to systematically review and update our policies, your staff have reviewed this existing policy. Upon review, we have proposed the following revisions:

- A. Improved text to improve clarify and consistency.
- B. Added definition of "Designated Representative".
- C. Updated the relevant procedures from "TBD" to "Receiving and Documenting Public Comment at Governing Board Meetings" SOP.

The following motion is recommended for approval:


"THAT THE DISTRICT GOVERNING BOARD approves the revised Public Participation at Public Meetings Policy with an effective date of March 20, 2026."

Kevin L. Baker
CHAIRMAN

Dr. Matt H. Rostock
BOARD MEMBER

Stephen B. Rockoff
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

	LOXAHATCHEE RIVER DISTRICT	Doc No:	LRD-POL-EXE-12.00
		Effective Date:	03/20/2026 02/19/2024
		Revision History:	<u>02/19/2021</u>
Author: Albrey Arrington		Revision No.:	<u>10</u>
		Review Date:	<u>03/19/2031</u>
Issuing Department: Executive		Page:	Page 1 of 3

PUBLIC PARTICIPATION AT PUBLIC MEETINGS POLICY

Purpose

The purpose of this policy is to demonstrate the Governing Board’s commitment to providing the public with a reasonable opportunity to provide public comment on ~~propositions-matters~~ that come before the Governing Board and Advisory Committees subject to the Sunshine Law (e.g., Administrative Committee).

Policy

The Loxahatchee River Environmental Control District (District) is committed to transparent and effective communications with the public, freedom of speech, and First Amendment rights. Effective communication includes listening; therefore, the District is intentional in maintaining compliance with Section 286.0114 of the Florida Statutes and District Rule Chapter 31-1.002(11) regarding the public’s reasonable opportunity to be heard on a ~~proposition-matter~~ before the Board and Advisory Committees subject to the Sunshine Law.

The public is encouraged to provide public comments in advance of meetings via the District’s [Public Comment Form](#). Public comment also may be provided in-person at a public meeting. Anyone needing ADA accommodations to attend a public meeting or submit public comments, please ~~send an e-mail to~~ ~~contact the District by email at~~ info@lrecd.org or contact the Director of Finance & Administration at 561-401-4095.

Procedures

Public comment may be provided in the following manner:

1. Members of the public are encouraged to submit written public comments via the District’s [Public Comment Form](#). Written public comments must be received at least three (3) hours prior to the start of the public meeting to ensure dissemination to the Board or Advisory Committee prior to the meeting. Written public comments will be shared with the Board or Advisory Committee for review. Written public comments will not be read aloud ~~in~~ during the public meeting but will be included in the meeting minutes.
2. Members of the public may attend public meetings and provide public comment in-person for all consent, regular, and public hearing items. In-person public comments may be given at the following opportunities:
 - a. Under the agenda item “Comments from the Public”. Public comments are intentionally welcomed at this point in the agenda and may address any topic including specific agenda items or items not on the agenda.
 - b. Public comment will be received prior to acting on the consent agenda and prior to acting on each regular agenda item.

Authority: Florida Statutes 286.0114; LRD Rules Chapter 31-1

Date Approved by Governing Board: ~~03/19/2026~~~~02/18/2021~~

All members of the public providing public comment to the Governing Board or Advisory Committee must abide by the following ~~procedures~~rules of conduct:

1. Members of the public wishing to provide in-person public comment must ~~complete~~fill out a “Public Comment Card” indicating the speaker’s legal name, and residence address, their position on the matter (if applicable)~~a proposition~~, and whether the speaker is serving as a designated representative of a group or faction~~to indicate if member of the public is making a designation of a representative speaker~~.
2. An individual has three (3) minutes to address the Board. A timer may be used to signal the end of the allotted time ~~period~~ to provide comment. Speakers must stop at the end of their allotted time, and yield the floor to the chair of the meeting.
3. Speakers may speak once per agenda item and may not yield their time to another person.
4. A designated representative of a group or faction that is in attendance in person at the public meeting may address the Board, rather than ~~all of the multiple~~ members of the group or faction, and has six (6) minutes to address the Board.
5. Speakers will be acknowledged by the Chair in the order in which Public Comment Cards were received by the Chair. Speakers must begin their public comment by first stating their legal name and address.
6. Speakers are to address the Governing Board as a whole; comments should not be directed towards individuals.
7. Speakers commenting on an agenda item must confine their comments solely to ~~that~~the agenda item ~~being discussed~~.
8. Speakers must limit their remarks to matters related to the business of the District.
9. Public comment is not intended to be an interrogation of or dialogue with Board members or staff~~or require a back-and-forth commentary~~. Speakers may pose questions, but the Board, Committee, or staff in attendance ~~has~~ve no obligation to provide an answer, comment, or respond in any manner.
10. Discussions between speakers and members of the audience will not be allowed.
11. Speakers must not use profane ~~language~~ or abusive language~~comments~~.
12. Any action on items brought up during public comment will be at the discretion of the Board. Neither the Governing Board nor any Advisory Committee will take any action on subject matter for which it has not had the opportunity to fully investigate and obtain sufficient~~gather complete~~ information.

Definitions

~~The following definitions apply to terms used in this policy: List definitions necessary to understand the policy statement (section above).~~

- A. Advisory Committee: A committee with authority to assist in the Governing Board’s decision-making process (e.g., Administrative Committee). An individual or body whose sole function is to gather information is not an Advisory Committee.
- B. Sunshine Law: Also known as Florida’s Government in the Sunshine Law, ~~is~~refers to a series of laws (i.e., Chapters 286 & 119, Florida Statutes) designed to guarantee public access to governmental bodies and public records in Florida.
- B.C. Designated Representative: A single individual authorized to speak on behalf of a group or faction present at a public meeting, in lieu of multiple members of that group or faction speaking individually.

Relevant Procedures

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

A. Receiving and Documenting Public Comment at Governing Board Meetings TBD

Relevant Policies

The following policies may relate to this policy:

- A. Public Records, Record Retention, And Disposition Policy (LRD-POL-FIN-06.00)

Applicability

This policy applies to ~~LRD-District~~ public meetings at which public comment may be received and may be enforced by the chair of said meetings.

Consequences

A member of the public that violates these policies at a public meeting may be directed by the chair of said meeting to:

1. Stop their comments upon the expiration of their allotted time.
2. Refrain from violating the above stated procedures.
3. Return to their seat.
4. Yield the podium to the next speaker.
5. ~~Request they~~ leave the meeting room if their conduct is disrupting the meeting.
6. Be warned ~~Warn~~ that refusal to stop disrupting the meeting may result in the local police, sheriff and/or private security being called to escort the disruptive person(s) from the meeting.

When deemed necessary by the meeting chair, a member of the public may be removed from a public meeting.

Nothing in this policy shall be construed to limit the authority fo the meeting chair to maintain order and decorum at public meetings in accordance with applicable law.

Policy Questions

Questions regarding this policy should be directed to the author listed on page 1 above.



LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

To: Albrey Arrington, Ph. D., Executive Director
From: Bud Howard, Director of Information Services
Date: March 10, 2026
Subject: Policy Review and Update: Lien Policy & Procedure for Customer Service

This is a request for the Board's review and approval of the District's policy to specify the principal of action for managing seriously delinquent customers.

The Governing Board originally approved the attached Lien Policy and Procedure in 2016. The policy was last revised on November 20, 2025.

This action standardizes the language with the revisions to Rule 31-10, Florida Statutes, and with other policies within Customer Service. It also includes some minor edits.

Staff offers the following motion for consideration:


“THAT THE DISTRICT GOVERNING BOARD approves the attached, revised Lien Policy & Procedure with an effective date of March 20, 2026.

Kevin L. Baker
CHAIRMAN

Dr. Matt H. Rostock
BOARD MEMBER

Stephen B. Rockoff
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

	LOXAHATCHEE RIVER DISTRICT	Doc No:	LRD-POL-IS-11.069
		Effective Date:	11/21/2025
		Revision History:	3/19/2026 12/31/2020 9/17/2020 8/20/2020 1/20/2017 4/1/2016
Author: Bud Howard, Albrey Arrington		Revision No.:	65
Issuing Department: Customer Service		Expiration Date:	None
		Page:	Page 1 of 3

LIEN POLICY & PROCEDURE

Purpose

To improve and clarify the lien process.

Policy

It is the policy of the Loxahatchee River Environmental Control District (LRD) to recover all rates, fees, charges, and assessments equitably charged to our customers. When a rate, fee, or charge becomes delinquent, it is LRD policy to perfect a lien to recover the delinquent balance and associated costs and fees, including legal interest, penalties, reasonable attorney’s fees, costs, and other expenses. As a remedy of last resort, LRD reserves the right to file a foreclosure lawsuit.

Definitions

~~A. Policy: a principle of action adopted by the LRD Governing Board~~

~~B. Procedure: the official LRD way of doing something~~

~~C.A. Connection Charge: is the sum of the Administrative Charge, Plant Connection Charge, and Regional Transmission System Line Charge as defined in Chapter 31-10.~~

~~D.B. Delinquent Quarterly Service Charge for Sewer Service: A Quarterly Service Charge for Sewer Service is delinquent if not paid during the service period (Rule 31-10.001(19)).~~

~~E.C. Delinquent Connection Charge: The Connection Charge is delinquent if not paid in full within 365 days following the Notice of Availability of Sewer Service, excluding parcels under a District Standard Developer Agreement, vacant parcels (i.e. no structure), or parcels enrolled and compliant with an Installment Agreement for Connection Charges, are excluded from this definition.~~

~~F.D. Installment Agreement for Connection Charges: a fully executed connection charge payment agreement whose form was approved by the LRD.~~

~~G.E. Quarterly Service Charge for Sewer Service: the periodic charge for sewer service as more fully defined in Chapter 31-10.~~

~~H. Foreclosure: Process of filing suit to foreclose utility liens consistent with Rule 31-10.009(6) and applicable Florida statutes (e.g., §§ 45,153.67, 159.17, 702 F.S.) a lawsuit to obtain a court judgment for a property sale to recover delinquent rates, fees, charges, and assessments.~~

Relevant Procedures

~~1. Attorney final-notice letters will be sent for accounts with a delinquent balance of \$250.00 or more, and sewer services delinquent three (3) quarters, or connection charges delinquent 366 days~~

Authority: LRECD Enabling Act Section 8; Chapter 31-10.009

Date Approved by Governing Board: ~~11/21/2025~~ 3/19/2026

following Notice of Sewer Availability, per District procedures. (Note: statutory lien rights and foreclosure remedies may be available earlier under Rule 31-10.009(6) and §§ 153.67, 159.17, F.S.)

- ~~1. shall send a 'final notice before lien' letter to all accounts found by the District to be delinquent for three (3) quarters of Quarterly Service Charge for Sewer Service and have a delinquent balance of \$250.00 or more, or 366 days following Notice of Availability of Sewer Service.~~ The standard attorney charge shall be added to the account when sent to Attorney; notwithstanding, actual reasonable attorney fees may be charged. The letter shall include the attorney charge & delinquent balance, and 12% per annum policy.
2. Any delinquent fees, rates, or charges that remain unpaid after the service period are in default. Any delinquent fees, rates, or charges that remain in default (unpaid) for 366 days shall bear interest at a rate of twelve percent (12%) per annum from the original delinquent date until paid.~~Any service charges found to be delinquent for four (4) quarters and/or delinquent connection charges shall be subject to an interest charged at a rate of 12% per annum from the date in which the balance was due (i.e., the bill due date).~~
3. Attorney shall record liens for ~~all accounts:~~
 - a. ~~in Mortgage Foreclosure cases where the District is served; , or where the District is served a Summons and Complaint related to Mortgage Foreclosure; or~~
 - b. accounts with ~~where~~ Quarterly Service Charges ~~for Sewer Service are~~ delinquent for four (4) quarters and have a delinquent balance of \$250.00 or more; or
 - c. ~~where connection charges unpaid fees have not been paid within 13 months after of property owner being issued a~~ Notice of Availability of Sewer Service (subject to stated exclusions) and a balance of \$250.00 or more. These are District procedures and do not limit earlier statutory lien rights, excluding properties under a District Standard Developer Agreement, vacant parcels, or enrolled and compliant with an Installment Agreement for Connection Charges.
4. The standard attorney charge for recording a lien, plus recording costs, shall be added to account when sent to Attorney; notwithstanding, actual reasonable attorney fees may be charged.
5. Attorney shall Aamend recorded liens 12 months after recording for all accounts found to still have a delinquent balance greater than \$250.00. The standard attorney charge for recording a lien amendment, plus recording costs, shall be added to account when sent to Attorney; notwithstanding, actual reasonable attorney fees may be charged.
6. Customer Service shall manage all Estoppel requests and advise delinquent accounts of amounts due and payable, not the Attorney, unless in litigation.
7. Payments shall be made payable to the District, not the Attorney, except if the delinquent account is subject matter of a lawsuit being handled by the Attorney. Upon payment in full to the District of an account that has a recorded lien, the District shall prepare and record the Satisfaction of Lien, unless in litigation.
8. A delinquent customer may participate in a District Payment Plan in accordance with the Delinquent Account Payment Plan Policy (LRD-POL-IS-9.00).

Applicability:

Customer Service and Engineering Departments

Protest:


The mechanism for an Owner to formally protest the outcome of this policy is LRD Rule 31-10.009(8) Administrative Credit and 31-1.008 Quasi-Judicial Hearing Procedures.

Relevant Polices & Rules:

LRD Rules Chapter 31-10.009; Delinquent Account Payment Plan Policy (LRD-POL-IS-9.00)

Policy Questions:

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

	LOXAHATCHEE RIVER DISTRICT	Doc No:	LRD-POL-IS-11.06
		Effective Date	11/21/2025
		Revision History:	3/19/2026 12/31/2020 9/17/2020 8/20/2020 1/20/2017 4/1/2016
Author: Bud Howard, Albrey Arrington		Revision No.	6
Issuing Department: Customer Service		Expiration Date:	None
		Page:	Page 1 of 2

LIEN POLICY & PROCEDURE

Purpose

To improve and clarify the lien process.

Policy

It is the policy of the Loxahatchee River Environmental Control District (LRD) to recover all rates, fees, charges, and assessments equitably charged to our customers. When a rate, fee, or charge becomes delinquent, it is LRD policy to perfect a lien to recover the delinquent balance and associated costs and fees, including legal interest, penalties, reasonable attorney’s fees, costs, and other expenses. As a remedy of last resort, LRD reserves the right to file a foreclosure lawsuit.

Definitions

- A. Connection Charge: is the sum of the Administrative Charge, Plant Connection Charge, and Regional Transmission System Line Charge as defined in Chapter 31-10.
- B. Delinquent Quarterly Service Charge for Sewer Service: A Quarterly Service Charge is delinquent if not paid during the service period (Rule 31-10.001(19)).
- C. Delinquent Connection Charge: The Connection Charge is delinquent if not paid in full within 365 days following the Notice of Availability of Sewer Service, excluding parcels under a District Standard Developer Agreement, vacant parcels (i.e. no structure), or parcels enrolled and compliant with an Installment Agreement for Connection Charges.
- D. Installment Agreement for Connection Charges: a fully executed connection charge payment agreement whose form was approved by the LRD.
- E. Quarterly Service Charge for Sewer Service: the periodic charge for sewer service as more fully defined in Chapter 31-10.

Foreclosure: Process of filing suit to foreclose utility liens consistent with Rule 31-10.009(6) and applicable Florida statutes (e.g., §§ 45, 153.67, 159.17, 702 F.S.).

Relevant Procedures

1. Attorney final-notice letters will be sent for accounts with a delinquent balance of \$250.00 or more, and sewer services delinquent three (3) quarters, or connection charges delinquent 366 days following Notice of Sewer Availability, per District procedures. (Note: statutory lien rights and foreclosure remedies may be available earlier under Rule 31-10.009(6) and §§ 153.67, 159.17, F.S.) The standard attorney charge shall be added to the account when sent to Attorney; notwithstanding, actual reasonable attorney fees may be charged. The letter shall include the attorney charge & delinquent balance, and 12% per annum policy.

Authority: LRECD Enabling Act Section 8; Chapter 31-10.009

Date Approved by Governing Board: 3/19/2026

2. Any delinquent fees, rates, or charges that remain unpaid after the service period are in default. Any delinquent fees, rates, or charges that remain in default (unpaid) for 366 days shall bear interest at a rate of twelve percent (12%) per annum from the original delinquent date until paid.
3. Attorney shall record liens for:
 - a. Mortgage Foreclosure cases where the District is served;
 - b. accounts with Quarterly Service Charges delinquent for four (4) quarters and have a delinquent balance of \$250.00 or more; or
 - c. connection charges unpaid 13 months after Notice of Availability of Sewer Service (subject to stated exclusions) and a balance of \$250.00 or more. These are District procedures and do not limit earlier statutory lien rights.
4. The standard attorney charge for recording a lien, plus recording costs, shall be added to account when sent to Attorney; notwithstanding, actual reasonable attorney fees may be charged.
5. Attorney shall Amend recorded liens 12 months after recording for all accounts found to still have a delinquent balance greater than \$250.00. The standard attorney charge for recording a lien amendment, plus recording costs, shall be added to account when sent to Attorney; notwithstanding, actual reasonable attorney fees may be charged.
6. Customer Service shall manage all Estoppel requests and advise delinquent accounts of amounts due and payable, not the Attorney, unless in litigation.
7. Payments shall be made payable to the District, not the Attorney, except if the delinquent account is subject matter of a lawsuit being handled by the Attorney. Upon payment in full to the District of an account that has a recorded lien, the District shall prepare and record the Satisfaction of Lien, unless in litigation.
8. A delinquent customer may participate in a District Payment Plan in accordance with the Delinquent Account Payment Plan Policy (LRD-POL-IS-9.00).

Applicability:

Customer Service and Engineering Departments

Protest:

The mechanism for an Owner to formally protest the outcome of this policy is LRD Rule 31-10.009(8) Administrative Credit and 31-1.008 Quasi-Judicial Hearing Procedures.

Relevant Polices & Rules:

LRD Rules Chapter 31-10.009; Delinquent Account Payment Plan Policy (LRD-POL-IS-9.00)

Policy Questions:

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



LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

To: Albrey Arrington, Ph. D., Executive Director
From: Bud Howard, Director of Information Services
Date: March 10, 2026
Subject: Policy Review and Update: Delinquent Account Payment Plan Policy for Customer Service

This is a request for the Board's review and approval of the District's policy to specify the principal of action for the delinquent account payment plan policy.

The Governing Board originally approved the attached Payment Plan Policy in December 2020. The policy was last revised on March 21, 2024.

This action standardizes the language with the revisions to Rule 31-10 and with other policies within Customer Service. It also includes some minor edits.

Staff offers the following motion for consideration:


"THAT THE DISTRICT GOVERNING BOARD approves the attached, revised Payment Plan Policy with an effective date of March 20, 2026.

Kevin L. Baker
CHAIRMAN

Dr. Matt H. Rostock
BOARD MEMBER

Stephen B. Rockoff
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

	LOXAHATCHEE RIVER DISTRICT	Doc No:	LRD-POL-IS-9.030
		Effective Date:	12/17/2020
Author: Bud Howard, Albrey Arrington		Revision History:	1/1/2021, 3/21/2024 <u>3/19/2026</u>
		Revision No.:	3
Issuing Department: Customer Service		Expiration Date:	None
		Page:	Page 1 of 2

DELINQUENT ACCOUNT PAYMENT PLAN POLICY

Purpose

To specify the principal of action for the delinquent account payment plan.

Policy

Delinquent sewer accounts accumulate charges, fees, and interest in accordance with Rule Chapter 31-10.009. ~~However, the District will suspend forbear new delinquent fees and interest accrual on arrears covered by an approved payment plan while the customer remains compliant with the plan terms. If the customer fails to make payments for sixty (60) consecutive days or otherwise breaches the plan terms, the plan is in default and delinquent fees and interest resume per Rule 31-10.009. for customers actively participating in, and fully compliant with the terms of, an approved payment plan.~~ The spirit of this plan is to maintain monthly communication with the delinquent customer, with the goal of satisfying delinquent sewer service charges and bring the account current within one year or less.

Relevant Policies & Rules: LRD Rules Chapter 31-10.009

Definitions (by reference to Rule Chapter 31-10):

1. “Delinquent” and “Default” have the meanings set forth in Rule 31-10.001 and Rule 31-10.009.

Relevant Procedures

1. Customers desiring to bring delinquent charges current and avoid additional delinquent fees, charges, and interest, can do so by entering into a Payment Plan Agreement.
2. The customer shall:
 - a. Complete the District’s Payment Plan Agreement form.
 - b. Agree to make a minimum monthly payment to the District. The guideline is for the minimum payment monthly payment to be greater than, or equal to:
 - i. Residential customers: 67% of the present quarterly sewer service charge until the account is current. Example: For a quarterly sewer service charge of \$73.13 the monthly payment is \$49.00 ($\$73.13 * 0.67 = \49.00); or
 - ii. Non-Residential/Commercial customers: the calculated amount based on the total due, plus 3 quarters of the anticipated forthcoming quarterly bills, which brings the account current at 10 to 12 months, depending if payment plan starts at the beginning or end of billing quarter. The minimum monthly payment is calculated as: (Total

Authority: Chapter 31-10

Date Approved by Governing Board: 3/~~21~~19/20264

Amount Due + 3 * the average quarterly bill) / 10.5. Example: (\$4,000 total due + 3 * \$1,000 average quarterly bill) / 10.5 = \$667 minimum monthly payment.


- c. Make the first payment in the amount mutually agreed to between the customer and the District.
3. If the District does not receive the minimum payment ~~in two consecutive calendar months~~ for sixty (60) consecutive days, the Payment Plan Agreement will be considered in default, and delinquent charges, fees and interest will resume accruing.
4. A defaulted payment plan may be reinstated at the discretion of the Division or Executive Director.

Protest

The mechanism for an Owner to formally protest the outcome of this policy is LRD Rule 31-10.009(8) Administrative Credit and 31-1.008 Quasi-Judicial Hearing Procedures.

Applicability: Customer Service

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

	LOXAHATCHEE RIVER DISTRICT	Doc No:	LRD-POL-IS-9.3
		Effective Date:	12/17/2020
Author: Bud Howard, Albrey Arrington		Revision History:	1/1/2021, 3/21/2024 3/19/2026
		Revision No.:	3
Issuing Department: Customer Service		Expiration Date:	None
		Page:	Page 1 of 2

DELINQUENT ACCOUNT PAYMENT PLAN POLICY

Purpose

To specify the principal of action for the delinquent account payment plan.

Policy

Delinquent sewer accounts accumulate charges, fees, and interest in accordance with Rule Chapter 31-10.009. The District will suspend new delinquent fees and interest accrual on arrears covered by an approved payment plan while the customer remains compliant with the plan terms. If the customer fails to make payments for sixty (60) consecutive days or otherwise breaches the plan terms, the plan is in default and delinquent fees and interest resume per Rule 31-10.009. The spirit of this plan is to maintain monthly communication with the delinquent customer, with the goal of satisfying delinquent sewer service charges and bring the account current within one year or less.

Relevant Policies & Rules: LRD Rules Chapter 31-10.009

Definitions (by reference to Rule Chapter 31-10):

1. “Delinquent” and “Default” have the meanings set forth in Rule 31-10.001 and Rule 31-10.009.

Relevant Procedures

1. Customers desiring to bring delinquent charges current and avoid additional delinquent fees, charges, and interest, can do so by entering into a Payment Plan Agreement.
2. The customer shall:
 - a. Complete the District’s Payment Plan Agreement form.
 - b. Agree to make a minimum monthly payment to the District. The guideline is for the minimum payment monthly payment to be greater than, or equal to:
 - i. Residential customers: 67% of the present quarterly sewer service charge until the account is current. Example: For a quarterly sewer service charge of \$73.13 the monthly payment is \$49.00 ($\$73.13 * 0.67 = \49.00); or
 - ii. Non-Residential/Commercial customers: the calculated amount based on the total due, plus 3 quarters of the anticipated forthcoming quarterly bills, which brings the account current at 10 to 12 months, depending if payment plan starts at the beginning or end of billing quarter. The minimum monthly payment is calculated as: (Total

Authority: Chapter 31-10

Date Approved by Governing Board: 3/19/2026

Amount Due + 3 * the average quarterly bill) / 10.5. Example: (\$4,000 total due + 3 * \$1,000 average quarterly bill) / 10.5 = \$667 minimum monthly payment.

- c. Make the first payment in the amount mutually agreed to between the customer and the District.
3. If the District does not receive the minimum payment for sixty (60) consecutive days, the Payment Plan Agreement will be considered in default, and delinquent charges, fees and interest will resume accruing.
4. A defaulted payment plan may be reinstated at the discretion of the Division or Executive Director.

Protest

The mechanism for an Owner to formally protest the outcome of this policy is LRD Rule 31-10.009(8) Administrative Credit and 31-1.008 Quasi-Judicial Hearing Procedures.

Applicability: Customer Service

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



LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

To: Governing Board
From: Kara Fraraccio, Director of Finance and Administration
Date: March 13, 2026
Subject: American Funds 2070 Target Date Retirement Fund Class R-6

At the March 3, 2026, Retirement Plan Administrative Committee meeting, Mr. Wan, with Burgess, Chambers, and Associates (BCA), recommended adding the American Funds TDR 20270 R6 (Ticker: RFBFX) funds to the Investment lineup. The American Funds R6 series currently serves as the District's default investment option, and adding the next five-year target date fund in the series represents a reasonable and consistent expansion of the existing lineup. The Administrative Committee (Mr. Baker, Dr. Rostock, Dr. Arrington, Mr. Jesteadt, and Mrs. Fraraccio) unanimously approved this recommendation.

At this time I recommend the following motion:

“That the District Governing Board authorize the Executive Director to work with Empower and execute the necessary documents to add American Funds TDR 2070 R6 (Ticker: RFBFX) to the Investment lineup, based on recommendation from the investment consultant.”

Kevin L. Baker
CHAIRMAN

Dr. Matt H. Rostock
BOARD MEMBER

Stephen B. Rockoff
BOARD MEMBER

Gordon M. Boggie
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.
FROM: Kris Dean, P.E., Deputy Executive Director/Director of Engineering
DATE: March 11, 2026
SUBJECT: Security Master Plan (SMP) – Professional Engineering Services

Following completion of the 2500 Jupiter Park Drive Collection and Transmission System Risk and Resilience Report in 2025, District Staff identified the need to develop a Security Master Plan (SMP) which includes policy, procedure, and response guidelines for physical, electronic, and operational security. The SMP will build upon the District's existing planning documents and projects and include collaboration with District management, operations, maintenance, IT, and emergency response personnel as well as a more detailed physical and cybersecurity planning level effort than previously included in the scope of the Risk and Resilience Report.

Staff have reviewed qualified firms with available continuing services contracts and ranked firms based on guidelines provided in F.S. 287.055(4) for the SMP effort. Ranking and subsequent Competitive "Compensation" Negotiation under RFQ 24-002-00132 are attached for reference. This effort determined Carollo Engineers (Carollo) to be the most qualified firm for this project.

The attached scope of work outlines Carollo's proposed approach to creating the SMP complete with standard documentation and implementation strategies to bridge the gap between the District's current systems and facility security and its desired level of preparedness.

The effort encompasses five tasks.

- Task 1 – Project Management and Meetings
- Task 2 – Data Collection and Site Visits
- Task 3 – Security Master Plan (SMP)
- Task 4 – Cybersecurity Planning

Staff recommend the following motion:

“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to enter into an agreement with Carollo to provide a Security Master Plan (SMP) in accordance with their Scope of Work dated February 17, 2026 in the amount of \$214,314.00 and a contingency amount of \$20,000.00”

Kevin L. Baker
CHAIRMAN

Dr. Matt H. Rostock
BOARD MEMBER

Stephen B. Rockoff
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

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

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

Board approves Rate Study at March meeting

Review each Project for upcoming fiscal year based on:

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

Applicable “Continuing Contract?”

Planning or Study

>\$35K
FS 287.017

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

Appoint Selection Committee members based on Project requirements

Create RFQ and Legal Advertisement

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

Distribute Qualification Statements to Qualification Committee immediately following deadline for respondents

F.S. 287.055 (3) QUALIFICATION

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

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

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

Board approval of Qualified Firms at May Board Meeting

F.S. 287.055 (4) SELECTION

Review Qualified Firms based on:

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

Select minimum 3 firms and conduct discussion

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

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

F.S. 287.055 (5) NEGOTIATION

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

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

Continue Under “Continuing Contract”

Construction

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

>\$325K
FS 287.017

**Selection Rank
RFQ 24-002-00132**

Date: 3/11/2026

Committee Member:	K. Dean								
Area of Operation:	Collections/Transmission, WWTF, Reuse								
Project:	Security Master Plan								
Instructions:	See individual column headers								
FIRM	*ABILITY OF PROFESSIONAL PERSONNEL	PAST PERFORMANCE : Performance on District projects as Documented on Contractor Evaluation Reports. 30*(# Satisfactory Reports)/(Total # Reports). If firm has no contractor evaluation reports, 30 points.	RECENT, CURRENT AND PROJECTED WORK LOAD: Used to determine availability of proposed staff to timely performance of the work.	WILLINGNESS TO MEET TIMING AND BUDGET REQUIREMENTS: FY25 Budget: \$500,000; FY25 Schedule - Completion by 9/30/2025	CERTIFIED MBE: 5 points for a certified minority business enterprise	LOCATION: 5 points for Palm Beach and Martin Counties, otherwise 0 points	VOLUME OF WORK PREVIOUSLY AWARDED/EQUITABLE DISTRIBUTION OF CONTRACTS: : \$ value of work awarded over previous 2 years, highest ranked 0 points, everyone else 5 points	Qualifying Contract with LRD for required Areas of Operation?	TOTAL
	40	30	10	5	5	5	5	Y/N	100
Carollo	40	30	10	5	0	5	\$219,602/0	Y**	95
Kimley-Horn	*not submitted	30	10	5	0	5	\$212,126/5	Y**	*55
ChenMoore	*not submitted	30	10	5	0	5	\$0/5	N	*50
Hazen and Sawyer	40	30	10	5	0	5	\$0/5	N	95
**Only two firms listed above qualified under CCNA RFQ24-002-00132 for all areas of operation. Selection was performed from review of qualification statements submitted under RFQ 24-002-00132 and review of District records									
*Ability of professional personal was determined based on submitted Qualification Statements and the statement's focus on vulnerability, risk/resilience assessments, and master planning. Points awarded do not imply any firm is unqualified for this work or to perform work for the District.									



February 17, 2026

Mr. Kris Dean, P.E.
Deputy Executive Director
Loxahatchee River Environmental Control District (District)
2500 Jupiter Park Drive
Jupiter, FL 33458
Subject: Loxahatchee River District – Security Master Plan
Scope of Work

Dear Mr. Dean:

SCOPE OF WORK

We appreciate the opportunity to support the Loxahatchee River Environmental Control District (District) with this proposal for a Security Master Plan (SMP).

Following completion of the 2500 Jupiter Park Drive Collection and Transmission System Risk and Resilience Report, the District has identified the need to develop an SMP which includes policy, procedure, and response guidelines for physical, electronic, and operational security. This scope of work outlines Carollo's proposed approach to creating the SMP complete with standard documentation and implementation strategies to bridge the gap between the District's current systems and facility security and its desired level of preparedness. The updates will build upon the District's existing planning documents and projects, as well as information obtained from site visits and collaboration with District management, operations, maintenance, IT, and emergency response personnel. This SMP effort also includes more detailed cybersecurity planning level efforts than previously included in the scope of the Risk and Resilience Report (see Task 4).

The effort encompasses five tasks. Each task is described in additional detail in the subsequent sections.

- Task 1 – Project Management and Meetings
- Task 2 – Data Collection and Site Visits
- Task 3 – Security Master Plan (SMP)
- Task 4 – Cybersecurity Planning

Our team recognizes the need to collaborate with District staff in the development of these planning documents. Our previous experience has demonstrated that the process of creating and implementing a plan is often as important and beneficial to the organization as the actual plan itself. District staff will be heavily involved throughout the project to provide guidance, share expertise and historical perspectives, validate assumptions, and confirm the direction of the plans is consistent with the long-term direction of the District.

Task 1 – Project Management and Meetings

Task 1.1 – Project Management, Communication, and Quality Control

Carollo will provide overall project management and communication between its staff, the subconsultant, and District staff. Carollo will track and manage the budget, project tasks, and schedule.

Carollo will provide monthly progress summaries that include itemized listings of work completed in the previous month, and anticipated work tasks in the upcoming month. These summaries will be updated in the District's SharePoint project file. Carollo will provide monthly updates to the project schedule via a shared schedule.

Carollo's project manager will coordinate quality control and quality assurance review of the SMP report and accompanying appendices.

Task 1.2 – Kickoff/Visioning/Facility Prioritization Workshop

Carollo will facilitate a Project Kickoff/Visioning Meeting with District staff. The meeting will be designed to accomplish several objectives:

- Confirm the team has a thorough understanding of the key project goals and performance expectations.
- Develop an understanding of the methodologies and guidance documents to be followed for the SMP.
- Confirm the schedule milestones and any required coordination with other ongoing and/or future planning, design, or construction efforts.
- Identify key project stakeholders.
- Discuss coordination with other District efforts.

Task 1.3 – Monthly Progress Meetings

Carollo will conduct monthly progress meetings to discuss project status including plan development, required decisions, upcoming activities, budget status, and overall project schedule. Meetings will typically be conducted via Teams, workshops will be in person. Up to eight (8) meetings are planned as part of this task.

Task 1.4 – Board Meetings

To conclude the project and present findings, the team will work with the District to schedule a Board Meeting with stakeholders who have a vested interest in the outcomes and success of the SMP. An overview of the SMP report, policies and procedures, and testing and training outcomes will be presented to the Board. Up to one (1) in-person meeting is included under this task.

Task 1 Deliverables

- Monthly progress reports (electronic)
- Monthly project update (via shared schedule)
- Meeting agendas, materials, and minutes (electronic PDFs)

Task 1 Meetings

- Kickoff Workshop (one hour, virtual)
- Progress meetings (up to eight, 30-minute virtual meetings)
- Board meeting (one in-person meeting)

Task 2 – Data Collection and Site Visits

Task 2.1 – Data Collection

Carollo will review existing documentation received as part of the 2025 Risk and Resilience Report effort and submit a data request for additional information to support development of the SMP, as needed.

Task 2.2 – Site Visits

As part of the kick-off meeting, Carollo and District staff will review critical assets within the system to determine if any sites should be added to the SMP beyond those included in the 2025 Risk and Resilience Report. Carollo will plan one (1) trip to the District to visit any sites added to the list and to validate specific details as related to the security of these assets.

Carollo will document the results of each visit (including site photos) for use in the subsequent assessment effort.

Task 2 Deliverables

- Data request log (1 electronic PDF)
- Site visit reports (1 electronic PDF)

Task 3 – Security Master Plan

As part of this task, Carollo will develop an SMP for the District. The SMP will serve as a holistic security plan that draws on previous security planning documents, risk and resilience assessments, and Emergency Response Plans (ERPs). The information gathered as part of Tasks 1 and 2 will serve as the baseline for the evaluation and subsequent recommendations.

The general methodology for the effort is outlined in the following series of subtasks – each serving an important role in identifying the existing threats and existing levels of security across critical sites, and aligning these findings with the District’s desired level of security.

Task 3.1 – Develop Security Design Standards

This task will include an assessment of the best practices outlined within the Risk and Resilience Report effort against each critical asset site to help define security design standards and provide details for future implementation planning. The security typical details and specifications will be included as appendices to the SMP report and be valuable to the District when evaluating sites to determine appropriate security features for integration in the design.

Task 3.2 – Assess Security Operations

The Carollo team will work with the District to evaluate the existing security operations and management to determine their appropriateness for the current and proposed security approach. The evaluation will include a variety of areas including chain of command, reporting procedures, separation of duties, post orders, staffing levels, response protocols, and dependencies. The AWWA G430 standard assessment completed under the Risk and Resilience Report effort will serve as a strong foundation for assessing security operations of the District.

Task 3.3 – Review Security Profiles

As part of this task, Carollo will coordinate with the District to summarize the existing security profile for each asset based on information gathered during review of the Risk and Resilience Report data, site visits, and workshops with District staff. The Carollo team will document the existing configuration (including equipment, installation, integration, etc.) of all existing security systems within the District.

This evaluation will examine the need for incident reporting and investigation mechanisms, as well as evaluate potential guard force and security system monitoring and response options. The evaluation will also include security awareness training recommendations and a review of the content and quality of existing security-related documentation.

Task 3.4 – Develop Security Recommendations

Based on the Risk Management Technical Memorandum (RMTM) delivered as part of the Risk and Resilience Report effort, Carollo will develop high-level site/asset-specific site layouts with general equipment location details. Site layouts will be based on aerials with marked up..... The security analysis will validate and detail the need for new or upgraded facilities/procedures associated with the items listed below.

In addition to the physical and electronic security recommendations above, this effort will outline organizational security recommendations associated with department roles and expectations, preventive maintenance planning, and present and future staffing requirements to support security needs. Staffing requirements will be detailed in a standalone deliverable under Task 3.5 below. Recommendations developed as part of this task will be prioritized based on a variety of factors including potential threats, liability considerations for the District, asset/site criticality to operations, cost of mitigation measures, and available funding.

To build upon the RMTM, recommendations will also include development of standard specifications for primary security equipment including CCTV, access control and intrusion detection, as well as typical detail drawings for various aspects of the security install. This effort will provide a level of consistency for all future security design and planning, so that only comparable platforms, devices, and designs are implemented.

Task 3.5 – Develop Support Documentation for Staffing Requirements

This task includes development of a standalone document to support the recommendations developed as part of Task 3.4 and formalize the current District processes associated with additional staffing requests and job description modifications.

Task 3.6 – Develop Security Policy and Procedures

Carollo will work with senior District management to develop an organization-wide policy describing the security posture of the District. The policy will include security procedures to be employed at the organization and local levels. The procedures will describe to both District operations staff and management the tools that are employed to promote safety and security within the organization. These procedures include, but are not limited to:

- Contractor Controls.
- Security Clearance.
- Visitor Controls.

- Facility Access Procedures.
- Incident Reporting.
- Key Control.
- Lock Up.
- Deprovisioning.
- Mail Handling.
- Background Checks.
- Security System Preventative Maintenance.
- Security Change Control.
- Incident Response Protocols.
- Records Management.
- Security System Audits / Performance Measurement.
- Security Awareness Training.

The security policy documentation will be a separate procedural document, included as an appendix within the SMP report.

Task 3.7 – Develop Security Master Plan Report

Using the information generated during the previous tasks, Carollo will develop an SMP report. Carollo will develop an initial structure and outline for District review before developing the SMP draft. In addition to the report, appendices will include security procedures, implementation plans, security system details, and typical specifications.

The draft report will be submitted to the District for review. One (1) workshop is planned to review the draft report and receive comments from the District. Comments will be incorporated into the final SMP report.

Task 3 Deliverables

- Meeting agenda, materials/handouts, and minutes, and comment log (1 electronic PDF for each)
- Draft SMP Report (1 electronic PDF)
- Final SMP Report with Appendices (1 electronic PDF)
- Board Presentation (1 electronic PDF, 1 electronic PowerPoint)

Task 3 Meetings

- SMP Development Meetings (four virtual Meetings)
 - » Existing security system review – 1 meeting
 - » Policy/Procedure Development – 2 meetings
 - » SMP implementation/results preview – 1 meeting
- SMP Review Meeting (virtual)
- Board Meeting (in-person)

Task 4 – Cybersecurity Implementation Planning

As part of this task, Carollo will develop a Cybersecurity Implementation Plan for the District. The implementation plan will provide guidance on development of cybersecurity projects, implementation of cybersecurity recommendations in existing capital improvement plan (CIP) projects and align with available state resources and services. This task will also include development of initial Cybersecurity governance and incident response plans and policies to address high priority recommendations.

The general methodology for the effort is outlined in the following series of subtasks each having separate major deliverables.

Task 4.1 – Cybersecurity Implementation Plan

This task will define and develop specific projects and implementation activities necessary to carry out the recommendations from cybersecurity assessments previously completed by the District.

As part of this task, information from prior assessments will be consolidated to establish a comprehensive cybersecurity risk profile aligned with the NIST Cybersecurity Framework (CSF) 2.0 and the State of Florida CyberFL CyberBulls-i program. Using the results of these assessments and the NIST CSF 2.0 profile, an actionable implementation plan will be developed that leverages available state and federal resources alongside commercial solutions.

- The implementation plan will identify and categorize recommended actions, including:
 - » Initiatives that can be completed directly by District staff.
 - » Activities that can be integrated into existing District projects or scheduled upgrades.
 - » Standalone capital improvements requiring dedicated planning and funding.

The Cybersecurity Implementation Plan will be documented in a formal report outlining defined projects, estimated costs, and an anticipated implementation schedule to support tracking of progress over time.

Additionally, assessment data will be incorporated into applicable digital tools, such as the CyberBulls-i platform and the CISA Cybersecurity Self-Evaluation Tool (CSET), to support ongoing monitoring, benchmarking, and program improvement. As a part of this task, two (2) meetings will be held to verify information used in the cybersecurity analysis and contacts with the District will need to be established to develop profiles with state sponsored tools and programs. A final review meeting will be held to review the project plan and provide comments to update the overall cybersecurity implementation plan.

Task 4.2 – Cybersecurity Governance

The Carollo team will work with the District to develop an initial Cybersecurity Governance Plan. This plan will establish the organizational structure, roles, and responsibilities necessary to manage and oversee cybersecurity across the District. It will define the governance framework, including the cybersecurity governance committee, leadership roles, system owners, and formal decision-making policies. Existing information on the organization of the District and current employee roles and responsibilities will be reviewed to identify gaps in responsibility. Existing District cybersecurity policies will be reviewed and referenced in the Cybersecurity Governance Plan. The Cybersecurity Governance Plan will also define and document the following key program elements:

- Overall vision and mission of the Cybersecurity program
- Regulatory compliance and framework alignment
- Risk assessment methodology and frequency and type of assessments
- Risk monitoring strategy
- Implementation tracking and progress monitoring
- Prioritization of project and maturity targets
- Performance Measurement and Metrics
- Cybersecurity policy and standards development and management
- Asset Management and Data Governance
- Security Controls and Architecture
- Training and Awareness

This plan is supplemented by the Cybersecurity Implementation Plan to develop a cybersecurity program with internal cybersecurity governance and long-term program enablement. A draft Cybersecurity Governance Plan will be developed for review by the District and a review meeting held to go over comments on the plan before issuing a final version.

Task 4.3 – Cybersecurity Incident Response Planning

This task includes the development of a Cybersecurity Incident Response Plan (CIRP) to support effective, coordinated, and consistent response to cyber incidents. The CIRP will be developed specific to the needs of the District and incorporate elements of industry standards for cybersecurity incident response. Any existing documentation related to incident response will be reviewed for incorporation into this plan. The following are the main elements to be included in this plan:

- Scope of the cybersecurity policy including mission and goals
- Definition of cybersecurity incidents
- Roles and responsibilities for detecting and responding to incidents
- Prioritization of incidents
- Incident response lifecycle
- Communication and notification procedures
- Performance measures
- Reporting and contact forms
- After-action reporting and mitigation

This plan is supplemented by the Cybersecurity Governance Plan which details the organizational structure, key roles, assessments and training, and mitigation planning within cybersecurity incident response. A draft report will be developed for review by the District and a review meeting held to go over comments on the plan before issuing a final version.

Task 4 – Deliverables

The following is a list of deliverables for task 4:

- Cybersecurity Implementation Plan – Electronic PDF/DOC Report (Draft/Final)
- Cybersecurity Governance Policy – Electronic PDF/DOC Report (Draft/Final)
- Cybersecurity Incident Response Plan - Electronic PDF/DOC Report (Draft/Final)

Task 4 – Meetings

- Two (2) cybersecurity implementation verification meetings (Virtual)
- Cybersecurity Implementation Plan review meeting (Virtual)
- Cybersecurity Governance Policy review meeting (Virtual)
- CIRP review meeting (Virtual)

Table A.1 Level of Effort and Total Costs Summary

Task #	Task Description	Principal-in-Charge	Project Manager	QA/QC	Security Project Lead	Cybersecurity Lead	Security Engineer	Security Professional	Technical Editor	Total Labor Hours	Carollo Direct Costs	Other Design Group	Sub-Howell	10% Subconsultant Markup	TOTAL OF EXPENSES	Total Lump Sum Fee
		Senior Professional	Project Manager	Principal Professional	Manager/Technical Lead	Principal Professional	Senior Professional	Staff Professional	Client Administrative							
		Elizabeth Fujikawa Carollo	George Whitten Carollo	Jacques Brados Carollo	John Saunders Carollo	Norm Anderson Carollo	Michael DePree Carollo	Shari St.John Carollo	- Carollo							
		\$350	\$279	\$310	\$279	\$310	\$225	\$140	\$120							
TASK 1 - PROJECT MANAGEMENT AND MEETINGS																
1.1	Project Management, Communication, and Quality Control	4	8	0	0	0	0	0	0	12	\$3,632	\$0	\$0	\$0	\$-	\$3,632
1.2	Kickoff/Visioning	2	2	0	2	2	2	2	0	12	\$3,166	\$0	\$390	\$39	\$429	\$3,595
1.3	Monthly Progress Meetings	0	8	0	4	0	0	0	0	12	\$3,348	\$0	\$0	\$0	\$-	\$3,348
1.4	Board Meetings	2	8	0	0	0	0	0	0	10	\$2,932	\$2,500	\$0	\$0	\$2,500	\$5,432
TASK 2 - DATA COLLECTION AND SITE VISITS																
2.1	Data Collection	0	2	0	0	4	0	2	0	8	\$2,078	\$0	\$780	\$78	\$858	\$2,936
2.2	Site Visits	0	0	0	0	8	16	0	0	24	\$6,080	\$2,500	\$5,120	\$512	\$8,132	\$14,212
TASK 3 - SECURITY MASTER PLAN																
3.1	Security Best Practices	0	0	4	4	0	0	2	0	10	\$2,636	\$0	\$780	\$78	\$858	\$3,494
3.2	Assess Security Operations	0	2	0	8	0	2	2	0	14	\$3,520	\$0	\$780	\$78	\$858	\$4,378
3.3	Review Security Profiles	0	1	0	8	0	4	8	0	21	\$4,531	\$0	\$1,560	\$156	\$1,716	\$6,247
3.4	Develop Security Recommendations	0	2	2	24	0	12	12	0	52	\$12,254	\$0	\$3,120	\$312	\$3,432	\$15,686
3.5	Develop Support Documentation	0	1	2	8	0	2	4	0	17	\$4,141	\$0	\$1,560	\$156	\$1,716	\$5,857
3.6	Develop Security Policy and Procedures	0	2	4	16	0	4	32	16	74	\$13,562	\$0	\$1,560	\$156	\$1,716	\$15,278
3.7	Develop Security Master Plan Report	4	10	8	8	2	8	32	16	88	\$17,722	\$0	\$1,560	\$156	\$1,716	\$19,438
TASK 4 - CYBERSECURITY PLANNING																
Task 4.1 - Cybersecurity Implementation Plan																
4.1.1	Assessment Development and Analysis	0	0	6	0	52	2	10	0	70	\$19,830	\$0	\$390	\$39	\$429	\$20,259
4.1.2	Meetings and Workshops	0	8	8	0	16	2	8	0	42	\$11,242	\$0	\$390	\$39	\$429	\$11,671
4.1.3	Cybersecurity Plan Development	0	2	16	0	40	2	8	12	80	\$20,928	\$0	\$390	\$39	\$429	\$21,357
Task 4.2 - Cybersecurity Governance																
4.2.1	Review of existing organizational documentation and polices	0	0	0	0	8	2	8	0	18	\$4,050	\$0	\$390	\$39	\$429	\$4,479
4.2.2	Meetings and Workshops	0	4	2	0	8	2	4	0	20	\$5,226	\$0	\$390	\$39	\$429	\$5,655
4.2.3	Cybersecurity Governance Plan Development	0	2	12	0	44	2	8	12	80	\$20,928	\$0	\$390	\$39	\$429	\$21,357
Task 4.3 - Incident Response Plan																
4.3.1	Review of existing response plans	0	0	0	0	8	2	8	0	18	\$4,050	\$0	\$390	\$39	\$429	\$4,479
4.3.2	Review Meeting	0	2	0	0	3	2	2	0	9	\$2,218	\$0	\$390	\$39	\$429	\$2,647
4.3.3	Incident Response Plan Development	0	2	12	0	36	2	8	12	72	\$18,448	\$0	\$390	\$39	\$429	\$18,877
TASKS TOTAL		12	66	76	82	231	68	160	68	763	\$186,522	\$5,000	\$19,550	\$1,955	\$27,792	\$214,314

Exhibit A
Carollo Engineers Fee Schedule

PERSONNEL CLASSIFICATIONS		HOURLY RATE
Principal	\$	350.00
Chief Professional	\$	300.00
Senior Project Manager	\$	290.00
Project Manager	\$	279.00
Principal Professional	\$	279.00
Senior Professional	\$	225.00
Lead Professional	\$	195.00
Professional	\$	165.00
Staff Professional	\$	140.00
Clerical Administrative	\$	120.00

Reimbursable Expenses:

Direct costs such as postage, prints, and delivery services will be billed at cost.

Mark-up % Sub-Consultants Fee: 10%

Task #	Task Description	Project Role Labor Category Firm	Security SME	LABOR TOTAL		PROJECT EXPENSES		TOTAL LABOR & EXPENSES
			Sub	Hours	Dollars	Firm		
			Howell Design Group			Enterprise Protection Associates	TOTAL OF EXPENSES	
			\$195					
TASK 1 - PROJECT MANAGEMENT AND MEETINGS			4	4	\$780	\$0	\$0	\$780
1.1	Project Management, Communication, and Quality Control		0	0	\$0	\$0	\$0	\$0
1.2	Kickoff/Visioning		2	2	\$390	\$0	\$0	\$390
1.3	Monthly Progress Meetings		0	0	\$0	\$0	\$0	\$0
1.4	Board Meetings		2	2	\$390	\$0	\$0	\$390
TASK 2 - DATA COLLECTION AND SITE VISITS			20	20	\$3,900	\$2,000	\$2,000	\$5,900
2.1	Data Collection		4	4	\$780	\$0	\$0	\$780
2.2	Site Visits		16	16	\$3,120	\$2,000	\$2,000	\$5,120
TASK 3 - SECURITY MASTER PLAN			56	56	\$10,920	\$0	\$0	\$10,920
3.1	Security Best Practices		4	4	\$780	\$0	\$0	\$780
3.2	Assess Security Operations		4	4	\$780	\$0	\$0	\$780
3.3	Review Security Profiles		8	8	\$1,560	\$0	\$0	\$1,560
3.4	Develop Security Recommendations		16	16	\$3,120	\$0	\$0	\$3,120
3.5	Develop Support Documentation		8	8	\$1,560	\$0	\$0	\$1,560
3.6	Develop Security Policy and Procedures		8	8	\$1,560	\$0	\$0	\$1,560
3.7	Develop Security Master Plan Report		8	8	\$1,560	\$0	\$0	\$1,560
TASK 4 - CYBERSECURITY PLANNING			18	10	\$ 1,950	\$ -	\$ -	\$ 1,950
Task 4.1 - Cybersecurity Implementation Plan								
4.1.1	Assessment Development and Analysis		2	2	\$390	\$0	\$0	\$390
4.1.2	Meetings and Workshops		2	2	\$390	\$0	\$0	\$390
4.1.3	Cybersecurity Plan Development		2	2	\$390	\$0	\$0	\$390
Task 4.2 - Cybersecurity Governance								
4.2.1	Review of existing organizational documentation and polices		2	2	\$390	\$0	\$0	\$390
4.2.2	Meetings and Workshops		2	2	\$390	\$0	\$0	\$390
4.2.3	Cybersecurity Governance Plan Development		2	2	\$390	\$0	\$0	\$390
Task 4.3 - Incident Response Plan								
4.3.1	Review of existing response plans		2	2	\$390	\$0	\$0	\$390
4.3.2	Review Meeting		2	2	\$390	\$0	\$0	\$390
4.3.3	Incident Response Plan Development		2	2	\$390	\$0	\$0	\$390
TASKS TOTAL			98	90	\$ 17,550	\$ 2,000	\$ 2,000	\$ 19,550



Item 5I

Master Planning - Force Main Evaluation, Preventative Maintenance and Replacement Program - to approve professional engineering services
– unavailable for this meeting





LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

TO: D. Albrey Arrington, Ph.D.
 FROM: Kris Dean, P.E., Deputy Executive Director
 DATE: March 11, 2026
 SUBJECT: Generator Repair and Maintenance: Award of Contract

The District maintains 68 emergency generators. These generators are a key component of the District’s emergency response plan including hurricane response. Maintaining the generators in serviceable condition requires annual preventative maintenance (PM) and periodic repair. To facilitate this maintenance program staff have issued a bid for a generator repair and maintenance contract and received 7 bids on March 10, 2026 as detailed below (figures shown are corrected bid amounts) and in the included bid tab.

360 Energy Solutions	Incorrect Bid Form
LJ Power, Inc.	Incorrect Bid Form
MSHS	Incorrect Bid Form
Onsitegenpros	\$168,595.00
Paramount Power	\$167,710.00 CORRECTED
TAW Power Systems, Inc.	\$147,925.00 CORRECTED
Taylor Sudden Services	Incorrect Bid Form

Staff performed an evaluation of TAW Power Systems, Inc. as the apparent low and found the bid to be lowest responsive, responsible bid. A copy of the TAW Power Systems, Inc. bid response is included for reference.

Staff recommend the following motion:

“THAT THE DISTRICT GOVERNING BOARD authorize award of ITB 26-001-00150 with TAW Power Systems, inc. in accordance with their Bid Response in the amount of \$147,400.00 for Lot 1 – Preventative Maintenance and inspection April 1, 2025 – May 31, 2025 and \$50,000 for Lots 2 – Additional Services and 3 Emergency Services”

Kevin L. Baker
CHAIRMAN

Dr. Matt H. Rostock
BOARD MEMBER

Stephen B. Rockoff
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

March 11, 2026

Loxahatchee River Environmental Control District
Invitation for Bid
Bid # 26-001-00150
Emergency Generator Maintenance and Repair Service

Attn: Purchasing Department
RE: **Bid Tabulation Clarification – ITB #26-001-00150**

TAW Power Systems, Inc. respectfully submits this letter to clarify a discrepancy noted in the bid tabulation for ITB #26-001-00150 – Generator Repair and Maintenance.

After reviewing the bid tabulation, we noted that our bid amount is reflected as \$1.00 within the Demand Star online bid portal. This value does not accurately represent the pricing submitted by TAW Power Systems, Inc. as part of our bid response and appears to be a data entry error within the portal.

As shown on the Addendum – 001 pricing page submitted with our response, the intended pricing for Item #1 – Minor Preventative Maintenance and Inspection should reflect the following:

- Unit Cost: \$10,200.00
- Quantity: 10
- Extended Total: \$102,000.00

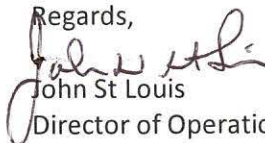
Additionally, when calculating the pricing for all services listed in the Addendum pricing schedule, the total bid amount should equal \$147,925.00, which is the total amount that should have been entered into the Demand Star bid portal as our overall bid price.

The \$1.00 amount shown on the tabulation does not correspond to the submitted pricing documentation and was not intended to represent our bid for this solicitation.

We respectfully request that the District review the attached addendum pricing page and consider the corrected pricing as submitted, with Item #1 reflecting \$10,200.00 per unit for a quantity of 10, and the total bid amount for all services being \$147,925.00.

Please let us know if any additional clarification or documentation is required.
Thank you for your time and consideration.

Regards,



John St Louis
Director of Operations

TAW Power Systems, Inc. d/b/a Integrated Power Services (IPS)

BID ITEM NO.	DESCRIPTION	QTY	UNIT	360 Energy Solutions			L J Power, Inc.			MSHS			Onsitegenpros			Paramount Power			TAW			Taylor Sudden Service		
				UNIT COST	TOTAL	CALC	UNIT COST	TOTAL	CALC	UNIT COST	TOTAL	CALC	UNIT COST	TOTAL	CALC	UNIT COST	TOTAL	CALC	UNIT COST	TOTAL	CALC	UNIT COST	TOTAL	CALC
LOT 1 – PREVENTATIVE MAINTENANCE AND INSPECTION 1, 2026 – MAY 31, 2026																								
1	MINOR Preventative Maintenance and Inspection as defined in Attachment C for all Generators as listed in Attachment B. Lump Sum Unit Cost shall include MINOR Preventative Maintenance for 68 Generators.	10	EA	\$ 125.00	\$ 8,250.00	\$ 1,250.00	\$ 130.00	\$85,800.00	\$ 1,300.00	\$ 19,500.00	\$195,000.00	\$ 195,000.00	\$ 10,200.00	\$ 102,000.00	\$ 102,000.00	\$ 1,550.00	\$ 105,400.00	\$ 15,500.00	\$ 150.00	\$ 102,000.00	\$ 1,500.00	\$ 387.00	\$255,100.00	\$ 3,870.00
2	MAJOR Preventative Maintenance and Inspection as defined in Attachment D for all Generators as listed in Attachment B. Lump Sum Unit Cost shall include MAJOR Preventative Maintenance for 68 Generators.	1	LS	\$ 527.55	\$ 34,818.30	\$ 527.55	\$ 380.00	\$25,020.00	\$ 380.00	\$ 62,000.00	\$ 62,000.00	\$ 62,000.00	\$ 48,770.00	\$ 48,770.00	\$ 48,770.00	\$ 540.00	\$ 36,720.00	\$ 540.00	\$ 28,550.00	\$ 28,550.00	\$28,550.00	\$ 918.00	\$ 60,570.00	\$ 918.00
3	Reactive Load Bank Testing of all Trailer Mounted Generators	1	LS	\$ 255.21	\$ 12,250.00	\$ 255.21	\$ 325.00	\$21,260.00	\$ 325.00	\$ 34,500.00	\$ 34,500.00	\$ 34,500.00	\$ 16,900.00	\$ 16,900.00	\$ 16,900.00	\$ 520.00	\$ 24,960.00	\$ 520.00	\$ 16,850.00	\$ 16,850.00	\$16,850.00	\$ 537.00	\$ 35,443.00	\$ 537.00
													\$ 167,670.00		\$ 167,080.00		\$ 147,400.00							
LOT 2 – ADDITIONAL SERVICES																								
4	Generator Mechanic/Technician	1	HOUR	\$ 160.00	\$ 160.00	\$ 160.00	\$ 180.00	\$ 180.00	\$ 180.00	\$ 170.00	\$ 170.00	\$ 170.00	\$ 190.00	\$ 190.00	\$ 190.00	\$ 130.00	\$ 130.00	\$ 130.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00		\$ 150.00
5	Trip Charge	1	EA	\$ 160.00	\$ 160.00	\$ 160.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 130.00	\$ 130.00	\$ 130.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 350.00		\$ 350.00
LOT 3 – EMERGENCY SERVICES																								
6	Generator Mechanic/Technician	1	HOUR	\$ 220.00	\$ 220.00	\$ 220.00	\$ 270.00	\$ 270.00	\$ 270.00	\$ 255.00	\$ 255.00	\$ 255.00	\$ 285.00	\$ 285.00	\$ 285.00	\$ 185.00	\$ 185.00	\$ 185.00	\$ 225.00	\$ 225.00	\$ 225.00	\$ 225.00		\$ 225.00
7	Trip Charge	1	EA	\$ 220.00	\$ 220.00	\$ 220.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 225.00	\$ 225.00	\$ 225.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 185.00	\$ 185.00	\$ 185.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 475.00		\$ 475.00
				INCORRECT BID FORM			INCORRECT BID FORM			INCORRECT BID FORM			\$ 168,595.00			\$ 167,710.00			\$ 147,925.00			INCORRECT BID FORM		



LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

To: Governing Board
 From: Kara Fraraccio, Director of Finance and Administration
 Date: March 13, 2026
 Subject: Disposal of Surplus Property

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

<u>Description</u>	<u>Serial Number</u>	<u>Condition</u>	<u>Estimated Value</u>
2 HP Barnes Pump	C1076573-0904	Beyond Repair	\$50
2 HP Barnes Pump	C1207397-0406	Beyond Repair	\$50
2 HP Barnes Pump	C1380608-0808	Beyond Repair	\$50
2 HP Barnes Pump	C1383133-0803	Beyond Repair	\$50
2 HP Barnes Pump	C1535445-0811	Beyond Repair	\$50
2 HP Barnes Pump	C1789619-0716	Beyond Repair	\$50
2 HP Barnes Pump	C999090-1003	Beyond Repair	\$50
15 HP Flygt Pump	0180092	Beyond Repair	\$50
15 HP Flygt Pump	0180093	Beyond Repair	\$50
10 HP Flygt Pump	8360033	Beyond Repair	\$50

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

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

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

I offer the following motion for your approval:

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

Kevin L. Baker
CHAIRMAN

Dr. Matt H. Rostock
BOARD MEMBER

Stephen B. Rockoff
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER



Change Orders

No Change Orders are presented for Board consideration this month.



**THIS
PAGE
INTENTIONALLY
LEFT
BLANK**



LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

To: Governing Board
From: Kara Fraraccio, Director of Finance and Administration
Date: March 13, 2026
Subject: Audit for Fiscal Year 2025

A link to the Annual Financial Report for the fiscal year ended September 30, 2025, is provided for your review: [Fiscal Year 2025 Audit Report](#).

I am proud to tell you we received an unmodified or 'clean' audit opinion with no recommendations to improve financial management from the auditors. As you read the audit, I suggest you pay particular attention to the "Management's Discussion and Analysis" (pages 4-10). This section is prepared by the District and provides an overview of the financial activities of the District for the fiscal year ended September 30, 2025, with comparative information for the prior two years.

The following reports are prepared by the auditors and are required by either Auditing Standards or Florida Statutes. These reports describe what is required by the auditors and detail any findings and conclusions.

- Independent Auditors' Report (pages 1-3)
- Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on and Audit of Finance Statements Performed in Accordance with *Government Auditing Standards* (pages 53-54)
- Management Letter in Accordance with the Rules of the Auditor General for the State of Florida (page 55-57)
- Independent Accountants' Report on Compliance Pursuant to Section 218.415, Florida Statutes (pages 58)

The audit firm will present the audit at our Board meeting this month. If you have questions before the Board meeting, please feel free to call Mr. Moises D. Ariza directly (561-653-7300) or you can contact me.

Therefore, I recommend the following motion:

"THAT THE GOVERNING BOARD receive the Annual Financial Report for the fiscal year ended September 30, 2025 as prepared and submitted by CBIZ CPAs P.C.

Kevin L. Baker
CHAIRMAN

Dr. Matt H. Rostock
BOARD MEMBER

Stephen B. Rockoff
BOARD MEMBER

Gordon M. Boggie
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.
FROM: Kris Dean, P.E., Deputy Executive Director/Director of Engineering
DATE: March 9, 2026
SUBJECT: ITB 25-001-00140/20 Acres - Site Remediation and Public Education Facilities - Phase 1 - Construction Contract Award

The District's initial wastewater treatment facilities included advanced wastewater treatment at the current treatment plant location with effluent disposal to the headwaters of the Loxahatchee River through a 20-acre District-owned property (9278 W. Indiantown Road) located in Jupiter Farms. The effluent disposal system included a treated effluent main to the 20 Acre site with discharge to a constructed lake. From the constructed lake, effluent flowed over a weir into a canal that discharged to the Loxahatchee River.

This disposal system was decommissioned in the 80's when the District transitioned to IQ water provided for irrigation use and alternate disposal via the deep injection well.

During the conceptual master planning for 9278 W. Indiantown Road (20 Acre District property), a geotechnical survey was conducted onsite. The geotechnical survey identified silt layers up to 23" in depth on the lake bottom and subsequent testing revealed significantly elevated nitrogen and phosphorus concentrations in these flocculant (mucky) lake sediments. Based on sediment sampling, remediation is not required; however, based on the geotechnical survey, remediation consisting of capping the existing lakebed sediments under clean granular fill is recommended to be performed. This will entrap the silt and prevent entrainment of fine silt/sediment in the water column during wind and rain events, thereby decreasing water turbidity in the lake and the turbidity of the constructed lake outfall to the Loxahatchee River during rain events. Capping these sediments should also reduce mean nitrogen and phosphorus concentrations in the water column. Finally, capping these flocculant sediments should improve the ability of emergent and submergent vegetation to colonize the lake and provide a significantly improved benthic habitat.

Also of concern is the condition of the existing outfall weir structure located on the south end of the lake. This outfall weir maintains the lake elevation and allows outfall of excess water to the Loxahatchee River. The weir and the channel wall that the weir is set in are failing. The existing weir and supporting structures were installed in the 1970s and have reached the end of their useful life.

Kevin L. Baker
CHAIRMAN

Dr. Matt H. Rostock
BOARD MEMBER

Stephen B. Rockoff
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

Also planned for the site are Public Education Facilities to include access drive, parking, chickee hut walking paths, access points to Riverbend Park and required stormwater improvements. The District was successful in obtaining \$100,000 in matching grant funds towards this work.

To meet these objectives, KCI Technologies, Inc. developed a site remediation plan, which included the grant funded public education facilities listed above and subsequent bidding documents. Bids for the Phase 1 plans were received on February 17, 2026 as detailed in the attached bid tabulation and summarized below.

SoCal Shaker Plates & Construction	
Site Services dba	
National General Construction	\$1,436,411.50
MJC Land Development	\$1,882,296.00
H&J Contracting	\$2,112,035.00
BDI Marine Contractors LLC	\$2,121,547.50
West Construction	\$2,286,898.22
Loren Jock Trucking, Inc.	\$2,312,060.00

As the apparent low KCI Technologies, Inc. performed an evaluation on SoCal Shaker Plates & Construction Site Services dba National General Construction's bid. KCI Technologies, Inc. recommendation of award is attached.

See Tab 6D for the proposed engineering services contract during construction to be performed by Chen Moore and Associates.

Staff recommend the following motion:

“THAT THE DISTRICT GOVERNING BOARD award the ITB 25-001-00140 to SoCal Shaker Plates & Construction Site Services doing business as National General Construction in the amount of \$1,436,411.50 and a contingency of \$150,000.00.

Tabulation Sheet

Agency Name Loxahatchee River District

Bid Number ITB-25-001-00140-0-2026/SA

Bid Name 20 ACRE SITE REMEDIATION AND EDUCATIONAL FACILITIES PHASE I - REMEDIATION

Bid Due Date 02/17/2026 14:15:00 Eastern

Bid Opening **Closed**

6 responses found.

✔ online,
 ☒ offline,
 ● not submitting,
 ❗ not received

Company	Responded	Address	Bid Amount	Alt Bid Amount	Declared Attributes	Documents	Sent
Complete							
1 . BDI Marine Contractors LLC	02/17/2026 14:13:36 Eastern	11718 SE Federal 1, Hobe Sound, FL, 33455	\$2121547.5000	0.0000	Small Business	Response Document	✔
2 . H & J Contracting	02/17/2026 13:59:53 Eastern	3160 Fairlane Farms Road, Wellington, FL, 33414	\$2112035.0000	0.0000		Response Document	✔
3 . Loren Jock Trucking, Inc.	02/17/2026 13:29:35 Eastern	4140 SE Robert Loop Rd., Stuart, FL, 34997	\$2312060.0000	0.0000		Response Document	✔
4 . MJC Land Development, LLC	02/17/2026 13:44:48 Eastern	1127 Royal Palm Beach Blvd #340, West Palm Beach, FL, 33411	\$1882296.0000	0.0000		Response Document	✔
5 . National General Construction	02/17/2026 13:52:57 Eastern	643 US Highway 1 #13094, North Palm Beach, FL, 33408	\$1436411.5000	0.0000	Small Business	Response Document	✔
6 . West Construction, Inc. & West Architecture + Design, LLC	02/17/2026 14:12:23 Eastern	820 North 4th Street, Lantana, FL, 33462	\$2286898.2200	0.0000		Response Document	✔

Bid Evaluation Checklist

25-001-00140/N21001

20 Acre Site Remediation and Public Education Facilities – Phase 1

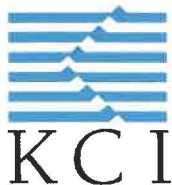
SoCal Shaker Plates & Construction Site Services LLC dba National General Construction

Unit Price Bid Schedule - Balanced	Yes
Addendum 001	Yes
Addendum 002	Yes
Addendum 003	Yes
Questionnaire	Yes
Qualifying Projects	Yes
Licenses	
General Contractor	CGC 1533402
Underground Utility/Excavation	-
Other	-
Violations issued by regulatory agency	None
Bid Bond – Hard Copy	Yes
Financial Statement	Yes
Sworn Statement under Section 287.133(3)(a)	Yes
Authority to Execute	Yes
ITB and NTC Acknowledgement	Yes
HSE	Yes
Safety/Compliance Review	Yes

KCI # 482021095.02: Loxahatchee Ph 1 Remediation Low Bidder Qualification Checklist

Evaluation of 5 most recent project references for the low bidder

Bidder		Reference #1	Reference #2	Reference #3	Reference #4	Reference #5	Comment
1	National General Construction	Fort Pierce Treasure Coast Airport New Parking Lot (Contact: St Lucie County, Ann Mullen, 772 462-2350)	Fort Pierce Ball Field Renovations (Contact: St Lucie County, Brandon Clark, 772 924-5703)	Fort Pierce Indrio Savannah Wet Pond (Contact: St Lucie County, William Cornelius, 772 462-2841)	Fort Pierce Fairwinds Golf Course (Contact: St Lucie County, Mark Cammarene, 772 462-2707)	Miramar - Swale Excavations / Improvements (Contact: City of Miramar, Horrace Derricks, 305-724-4673)	
	Project Completion Date and Cost	Jan 2026 / \$1,275,424.65	August 2025 / \$240,152.00	July 2025 / \$802,998.00	June 2025 / \$448,801.00	Sept. 2024 / \$72,900.00	
	1 - 5 rating (5 BEST)	5	2.5*	5	5	5	
	Unjustified Change Orders	N	N	N	N	N	
	Project Completed On Time	Y	Y	Y	Y	Y	
	Additional Comments / Concerns	Excellent company, very professional and they do quality work.	*Given a 2.5 rating only because it seemed it was the first time Contractor performed this type of work and County had to provide Contractor with direction on the project. No other concerns.	Good Father Son Operation	Awesome to work with finished ahead of schedule and was on budget	No concerns, very professional and attentive	
	Form of communication	Emailed Contact on 3/3/26. Response rec'd 3/3/26	Emailed Contact on 3/3/26 (no response). Followup phone conversation with Brandon Clark on 3/6/26.	Emailed Contact on 3/3/26. Response rec'd 3/3/26	Emailed Contact on 3/3/26. Response rec'd 3/3/26	Phone call on 3/3/26	



ISO 9001:2015 CERTIFIED

ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

1425 W Cypress Creek Road, Suite 101 • Fort Lauderdale, FL 33309 • Phone 954-776-1616

March 6, 2026

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

**RE: LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT (LRECD)
20 ACRE SITE REMEDIATION AND EDUCATIONAL FACILITIES PHASE I - REMEDIATION
ITB # 25-001-00140
KCI PROJECT NO. 482021095.02**

Dear Mr. Dean:

Based on the bids received by LRECD for the above referenced project, KCI recommends the award of this Contract to National General Construction (SoCal Shaker Plates & Construction Site Services, LLC) as the apparent low bidder with a bid of \$1,436,411.50. KCI's bid review in this recommendation letter is based solely on reviewing the bid tabulation comparison of the six (6) submitted bids as provided by the LRECD to check for mathematical errors or discrepancies in the bids, verifying the references provided by the low bidder (only) and reviewing past work experience information provided. LRECD was responsible for evaluating the overall submittal content of the six (6) bid packages for completeness and compliance with LRECD bid requirements.

Please contact me at (954) 839-6708 or by electronic mail at Frank.Vilar@kci.com should you have any questions or require any additional information.

Sincerely,

Frank Vilar, PE
Sr. Site Civil Project Manager

cc: File



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.
FROM: Kris Dean, P.E., Deputy Executive Director/Director of Engineering
DATE: March 9, 2026
SUBJECT: ITB 25-001-00140/20 Acres - Site Remediation and Public Education Facilities - Professional Engineering Services – Construction Phase

The District's initial wastewater treatment facilities included advanced wastewater treatment at the current treatment plant location with effluent disposal to the headwaters of the Loxahatchee River through a 20-acre District-owned property (9278 W. Indiantown Road) located in Jupiter Farms. The effluent disposal system included a treated effluent main to the 20 Acre site with discharge to a constructed lake. From the constructed lake, effluent flowed over a weir into a canal that discharged to the Loxahatchee River.

This disposal system was decommissioned in the 1980s when the District transitioned to reuse (I.Q.) water provided for irrigation use and alternate disposal via the deep injection well.

During the conceptual master planning for 9278 W. Indiantown Road (20 Acre District property), a geotechnical survey was conducted onsite. The geotechnical survey identified silt layers up to 23" in depth on the lake bottom and subsequent testing revealed significantly elevated nitrogen and phosphorus concentrations in these flocculant (mucky) lake sediments. Based on sediment sampling, remediation is not required; however, based on the geotechnical survey, remediation consisting of capping the existing lakebed sediments under clean granular fill is recommended to be performed. This will entrap the silt and prevent entrainment of fine silt/sediment in the water column during wind and rain events, thereby decreasing water turbidity in the lake and the turbidity of the constructed lake outfall to the Loxahatchee River during rain events. Capping these sediments should also reduce mean nitrogen and phosphorus concentrations in the water column. Finally, capping these flocculant sediments should improve the ability of emergent and submergent vegetation to colonize the lake and provide a significantly improved benthic habitat.

Also of concern is the condition of the existing outfall weir structure located on the south end of the lake. This outfall weir maintains the lake elevation and allows outfall of excess water to the Loxahatchee River. The weir and the channel wall that the weir is set in are failing. The existing weir and supporting structures were installed in the 1970s and have reached the end of their useful life.

Kevin L. Baker
CHAIRMAN

Dr. Matt H. Rostock
BOARD MEMBER

Stephen B. Rockoff
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

Also planned for the site are Public Education Facilities to include access drive, parking, chickee hut walking paths, access points to Riverbend Park and required stormwater improvements. The District was successful in obtaining \$100,000 in matching grant funds towards this work.

To meet these objectives, KCI Technologies, Inc. developed a site remediation plan and subsequent bidding documents. See Tab 6C for the construction contract recommendation of award.

Staff have coordinated with Chen Moore and Associates for professional engineering services during construction as detailed in their attached proposal.

Staff recommend the following motion:

“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute the agreement with Chen Moore and associates for engineering construction services for 20 Acre Site Remediation and Educational Facilities Phase 1 – Remediation in the amount of \$174,620.00 and a contingency of \$17,500.00.

500 S. Australian Ave., Suite 850
West Palm Beach, FL 33401
Office: +1 (561) 746-6900



March 12, 2026

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

**Subject: 20 Acre Site Remediation and Educational Facilities
Phase I - Remediation
Construction Administration Services
CMA Proposal No. P26.494**

Dear Mr. Dean:

Chen Moore and Associates (CMA) is pleased to submit the attached Scope of Services to provide professional services for the Phase I Remediation of the 20 Acre Site. The project is located at 9278 West Indiantown Road, Unincorporated Palm Beach County, Florida. The work will be performed under the Continuing Contract for Professional Engineering Services between Loxahatchee River Environmental Control District (LRECD) and CMA.

BACKGROUND

LRECD owns the subject site and wishes to perform remediation and the first phase of development for educational facilities. The project was designed and permitted by KCI.

This scope of services includes engineering and environmental services to administer construction of the proposed improvements. The services are based on a construction duration of 180 calendar days for Substantial Completion and 250 calendar days for Final Completion.

The team consists of the following:

- The "Client" is the Loxahatchee River Environmental Control District (LRECD)
- The "Consultant" is Chen Moore and Associates, Inc. (CMA)
- The "Engineer of Record" is KCI
- The "Subconsultants" are Tierra South Florida and Archaeological and Historical Conservancy, Inc.

SCOPE OF SERVICES

The professional engineering services and the associated fees are described below.

TASK 1 – ENGINEERING SERVICES DURING CONSTRUCTION

1.1 Review Bid Plans and Specifications

CONSULTANT will review the bid plans and specifications to obtain a thorough understanding of the scope of work. CONSULTANT will prepare the following lists to assist with future construction activities:

- Required Contractor Submittals

- Permit conditions to be aware of, including expiration dates, pre-construction activities or notices, and closeout requirements
- Testing requirements

CONSULTANT will review the draft construction contract for the selected bidder and assist LRECD as needed with clarifications in the contract document.

1.2 Pre-Construction Meeting

The CONSULTANT shall prepare for and conduct one (1) Pre-Construction meeting with LRECD, the Contractor, and Engineer of Record and one (1) Pre-Construction meeting with South Florida Water Management District (SFWMD). CONSULTANT shall prepare and distribute the Pre-Construction meeting minutes.

1.3 Shop Drawing Review

CONSULTANT shall review shop drawings, diagrams, illustrations, catalog data, product schedules, samples, results of tests and inspections, and other data the Contractor is required to submit showing the proposed materials are in compliance with the construction drawings and specifications. CONSULTANT shall maintain a log of all documents submitted.

1.4 Requests for Information (RFI)

CONSULTANT shall respond in writing to Contractor's RFIs regarding construction documents for the Project. The CONSULTANT, after consultation with LRECD, shall issue interpretations and clarifications of the Contract Documents, along with associated support materials, as requested by LRECD. These interpretations will be rendered, and a response prepared and submitted to LRECD for issuance to the Contractor. It is assumed up to four (4) RFIs will be included in this project.

1.5 Progress Meetings

CONSULTANT will prepare agendas, attend meetings, and prepare meeting summaries for up to eight (8) progress meetings over the course of the anticipated project schedule. It is assumed that during active construction meetings will be held twice per month.

1.6 Payment Application Processing

CONSULTANT will review each Payment Application from the Contractor based on conformance with the Contract Documents and agreement with quantities measured in the field. The CONSULTANT will then make a recommendation for payment to LRECD. It is assumed up to five (5) payment applications will be reviewed.

1.7 Change Order Review

In the event there is a change to the Contract Documents based on unforeseeable or unforeseen field conditions and the Contractor submits a Change Order, then the CONSULTANT will review the Change Order for viability as a claim in conformance with the requirements of the Contract Documents. It is assumed that up to two (2) change orders will be reviewed by the CONSULTANT.

TASK 2 – CONSTRUCTION INSPECTIONS

This Scope of Services is based on an anticipated overall contract duration of 250 days with 120 days of active onsite construction.

2.1 Field Observation

The CONSULTANT will provide periodic construction observations for the duration of 120 calendar days of active onsite construction (up to four (4) hours per day, five (5) days per week). The CONSULTANT shall observe the Contractor’s construction progress and the quality of the work. This effort will determine if the work is proceeding in compliance with the construction drawings and specifications. The Consultant will prepare daily field observation reports.

2.2 Arborist Inspections

The CONSULTANT will provide ISA Certified Arborists to perform inspections of trees in association with the proposed project. These inspections will consist of the following:

- Site visit prior to the start of construction to verify the following:
 - Conditions of trees within and adjacent to the proposed limits of construction.
 - Proper installation of tree protection fencing for trees to remain outside of the limits of construction.
 - Proper root pruning for dicot trees proposed to be relocated.
- Site visit pending completion of construction to verify the following:
 - All trees proposed for relocation have been relocated to the correct locations per the Tree Disposition Plans from KCI; this will include evaluations of tree conditions and bracing per the plan specifications.
 - Protection fencing is intact for all trees proposed to remain, and no impacts from construction have occurred to these trees.

Pending completion of both inspections, the CONSULTANT’S Arborists will provide the CLIENT with a summary report of findings from the inspections, including representative photos depicting items of concern as necessary.

The inspection of tree protection fencing *during* construction will be performed separately under Task 2.1 (Field Observation). If potential tree damage is identified during field observations performed under Task 2.1, then the CONSULTANT’S Arborists will be notified and will visit the site to evaluate the trees in question. The Arborists will prepare letter reports documenting the evaluation of potentially damaged trees. This task will include up to three (3) site visits to evaluate potentially damaged trees.

The CONSULTANT will not be responsible for the work of the Contractor or others. Additionally, The CONSULTANT will not be responsible for construction means, methods, sequences, procedures, schedule, or safety measures selected by the Contractor or others. The CONSULTANT will provide periodic construction observation but may not be present at the site during the course of all the work by the Contractor.

The CONSULTANT will not be responsible for unacceptable work, or impact to the project’s schedule or sequence of work should the Contractor fail to engage in timely communication or provide adequate prior notice regarding their work and observations by pertinent parties.

TASK 3 – PROJECT CLOSEOUT

CONSULTANT will perform permit certification and closeout activities for completion of the project.

3.1 Record Drawing Review

CONSULTANT will review record drawings for general compliance with the constructed improvements and LRECD requirements.

3.2 Permit Certification

CONSULTANT will prepare permit certification documents for the South Florida Water Management District Environmental Resource Permit No. 50-111418-P. The certification will be based on construction compliance with the approved permitted plans. The following information will be included in the certification submittal made by the CONSULTANT. Some of these items will be provided by others, as noted.

- Request to place system into operation – prepared by CONSULTANT and executed by LRECD
- Operations and Maintenance Plan – provided by LRECD
- Cost Estimate – prepared by CONSULTANT utilizing contractor prices
- Record Drawings – provided by contractor.
- Upland Buffer Survey – provided by LRECD
- Test Reports – provided by SUBCONSULTANT and reviewed by CONSULTANT

3.3 Walk Throughs

CONSULTANT will conduct walk throughs with the contractor and LRECD to determine that the work is complete as defined in the contract documents. This includes one (1) substantial completion walk through, one (1) final completion walk through, and (1) walk through with SFWMD. CONSULTANT will prepare punch lists for each walk through and substantial and final completion certificates.

CONSULTANT will prepare a letter of final completion to LRECD.

TASK 4 – CONSTRUCTION TESTING

CONSULTANT will contract with a geotechnical engineering firm to provide testing services. The reports will be signed and sealed by a geotechnical engineer. The following tests are expected to be completed:

Sampling and Laboratory Testing

- Provide Modified Proctor values on structural fill, footings, slab and backfill material, as required.
- Provide LBR tests on subgrade and base materials.
- Test compressive strength concrete cylinders for sidewalks, curbs, and miscellaneous.

Construction Materials Testing

- Perform In-Place-Density testing on structural fill, footings, slab, subgrade, base and backfill material as needed.
- Conduct slump, and temperature testing on concrete.
- Mold compressive strength test cylinders (4 cylinders per set).

Earthwork Observations

- Observe earthwork activities for remediation of the muck sediments accumulated in the existing lake. Fifty hours (50) hours of observation and ten (10) hours of reporting are included for this task.

TASK 5 – ARCHAEOLOGICAL MONITORING

CONSULTANT will utilize an archeologist subconsultant for monitoring of ground disturbing activities in accordance with the SFWMD permit.

5.1 Archival and Literature Review

A review of pertinent records, maps, and aerial photographs will be conducted to determine if previously unrecorded archaeological and/or historical sites occur on the parcel. The parcel occurs within the Loxahatchee Battlefield Resource Group (8PB8401). The parcel also encompasses the previously recorded archaeological site, Riverbend 7 (8PB7979). SUBCONSULTANT staff will review all pertinent records to ascertain site location and site boundaries prior to the inception of the project.

5.2 Preconstruction Meeting / Silt Fence Installation

AHC staff will attend a preconstruction meeting, at which time the installation of a silt fence around 8PB7979 will be planned. Following that meeting, SUBCONSULTANT staff will install a silt fence around the site to ensure its protection during construction activities.

5.3 Archaeological Monitoring and Documentation

A monitor is required to be present, and will be provided during all ground-disturbing activities associated with the Loxahatchee River District Site Improvements project. Based on the provided construction schedule, with an estimated 120 days of onsite construction, with ground disturbances anticipated to take sixty (60) days. One archaeologist will be assigned to the project. Additional archaeologists may be required at additional cost.

If prehistoric or historic cultural materials are discovered, project activities in the area will cease and the Florida Division of Historic Resources (FDHR) will be notified. If human remains are encountered, work would immediately stop, and the provisions of Florida Statute 872.05 will apply.

Any intact cultural context will be documented. Any uncovered cultural materials will be analyzed and catalogued. Any significant archaeological finds will be reported to the appropriate agency and may require additional documentation, which will be completed as a separate scope under an agreed-upon change order.

5.4 Data Analysis and Report Preparation

A written report will be provided within twenty (20) business days following completion of the fieldwork. The report will include a description of methodology, results, and recommendations. The final report will be prepared and submitted to the State Historic Preservation Officer (SHPO) for review and request for concurrence.

ASSUMPTIONS

- This proposal does not include survey services.
- Public outreach is limited to coordination with the Sierra Square shopping plaza located adjacent to the site. Public outreach coordination to Florida Department of Transportation or vehicular traffic nearby is not included.
- Environmental services related to wetland impacts or sensitive species is not included.
- CONSULTANT will not assume the role of Engineer of Record. Therefore, any substantial changes to the work that change the design intent will need to be performed by the Engineer of Record. CONSULTANT will coordinate, inspect and certify work based on compliance with the construction documents.
- If time extensions are granted to the contractor, and therefore the amount of time the CONSULTANT is needed increases, the CONSULTANT will request additional services.
- One permit has been obtained for this project, SFWMD Permit No. 50-111418-P. If additional permits are required to be obtained or certified, CONSULTANT can assist with this effort as an additional service.
- CONSULTANT will utilize OneDrive, or similar Microsoft product requested by LRECD, for document tracking. Other construction management software is not included.

DELIVERABLES

CONSULTANT will provide the deliverables below. All deliverables will be in a digital PDF format.

- Construction document review lists
- Meeting agendas, sign in sheets and minutes
- Reviewed shop drawings and log
- RFI responses and log
- Change orders and log
- Pay application review and recommendation for payment
- Record drawing review



- Permit certification package
- Punch lists
- Construction inspection reports
- Arborist reports
- Geotechnical testing reports
- Archaeological reports

SCHEDULE OF SERVICES

The schedule of services will be performed as follows:

TASK	ESTIMATED DAYS FROM NTP
TASK 1 – ENGINEERING SERVICES DURING CONSTRUCTION	200
TASK 2 – CONSTRUCTION INSPECTIONS	200
TASK 3 – PROJECT CLOSEOUT	200
TASK 4 – CONSTRUCTION TESTING	200
TASK 5 – ARCHAEOLOGICAL MONITORING	200
TOTAL DURATION	200

The schedule is dependent on the contractor’s schedule.

FEES

The fees for the above tasks are as follows:

TASK	FEE
TASK 1 – ENGINEERING SERVICES DURING CONSTRUCTION	\$27,450
TASK 2 – CONSTRUCTION INSPECTIONS	\$82,845
TASK 3 – PROJECT CLOSEOUT	\$8,610
TASK 4 – CONSTRUCTION TESTING	\$13,080
TASK 5 – ARCHAEOLOGICAL MONITORING	\$42,635
FEE TOTAL	\$174,620

Tasks 1-5 will be lump sum and billed according to the percent complete.

500 S. Australian Ave., Suite 850
West Palm Beach, FL 33401
Office: +1 (561) 746-6900



Should you have any questions, please do not hesitate to contact me at my office at (561) 746-6900 x 1035, my cell phone at (954) 650-7996 or send me an electronic message at sdombrowski@chenmoore.com.

Respectfully submitted,

CHEN MOORE AND ASSOCIATES
Suzanne Dombrowski, P.E., ENV SP
Principal Engineer / Office Leader

Attachment(s): Exhibit A Fee Breakdown
 Exhibit B Subconsultant Proposals

Loxahatchee River Environmental Control District
20 Acre Site Remediation and Educational Facilities, Phase I - Remediation, Construction Administration Services
Exhibit A: Fee Schedule

Chen Moore and Associates Project #

P26.494

	Subconsultant						Total
	Costs	Associate Engineer	Senior Env Scientist	Senior Construction Spec.	Project Engineer	Principal Engineer	
Hourly Rate		\$165.00	\$195.00	\$180.00	\$270.00	\$420.00	
TASK 1 – ENGINEERING SERVICES DURING CONSTRUCTION							
1.1 Review Bid Plans and Specifications				4	4	2	\$2,640
1.2 Pre-Construction Meeting		4		1	1	1	\$1,530
1.3 Shop Drawing Review		12		2	2	1	\$3,300
1.4 Requests for Information (RFI)		8		4	2	1	\$3,000
1.5 Progress Meetings		24		8	8	4	\$9,240
1.6 Payment Application Processing		10		5	5	2	\$4,740
1.7 Change Order Review		8		4	2	1	\$3,000
Task 1 Total							\$27,450
TASK 2 – CONSTRUCTION INSPECTIONS							
2.1 Field Observation		40		340	16	4	\$73,800
2.2 Arborist Inspections			45		1		\$9,045
Task 2 Total							\$82,845
TASK 3 – PROJECT CLOSEOUT							
3.1 Record Drawing Review		8		2	2	1	\$2,640
3.2 Permit Certification		4		1	1	2	\$1,950
3.3 Walk Throughs		12		6	2	1	\$4,020
Task 3 Total							\$8,610
TASK 4 – CONSTRUCTION TESTING	\$10,860			4	4	1	\$13,080
Task 4 Total							\$13,080
TASK 5 – ARCHAEOLOGICAL MONITORING							
5.1 Archival and Literature Review	\$675				1	1	\$1,365
5.2 Preconstruction Meeting / Silt Fence Installation	\$1,200				1		\$1,470
5.3 Archaeological Monitoring and Documentation	\$36,000				1	2	\$37,110
5.4 Data Analysis and Report Preparation	\$2,000				1	1	\$2,690
Task 5 Total							\$42,635
TOTAL FEES							\$174,620



February 23, 2026

CMA - West Palm Beach
500 S Australian Avenue, Suite 850
West Palm Beach, Florida 33401
Attn: Suzanne Dombrowski, P.E, ENV SP | Principal Engineer-Civil / Office Leader
Email: SDombrowski@chenmoore.com
Phone: (561) 537-4578

Subject: Proposal for Construction Material Testing Services
LRD Site Improvements
9278 West Indiantown Road
Jupiter, Florida 33458
TSFGeo Proposal No. 2601-053-R1

Dear Ms. Dombrowski:

As requested, Tierra South Florida, Inc. (**TSFGeo**) is pleased to submit this proposal for providing Construction Material Testing Services for the above-referenced project. Herein, we provide a general discussion of services that we understand will be required for this project, present our Schedule of Fees for such services.

PROJECT DESCRIPTION

Based on the information provided to TSFGeo, we understand that the project includes clearing and grubbing: removal of vegetation along upper portions of the bank of the existing pond (littoral plant material to remain undisturbed), with certain identified trees to remain; trees to be relocated at the northeast portion of the property associated with the construction of the new gravel access roadway and associated parking, (3) Site Demolition: removal of the existing adjustable outfall structure and appurtenances at the south end of the property, (4) Earthwork: cap the existing muck sediments along the bottom of the existing pond with off-site imported sand, (5) rework the southern perimeter bank sloping subsequent to removal of the outfall structure and construct overland spillway, (6) install pond bank sodding, (7) installation of gravel access roadway and associated parking, (8) install access roadway swales and drainage piping, (9) site preparation for chickee hut.

QUALIFICATIONS

TSFGeo is a recognized SBE consulting engineering and testing firm providing integrated services in several disciplines, including geotechnical engineering, construction services, materials engineering & testing, roof & pavement consulting, threshold services, and facilities consulting and engineering.

TSFGeo's Florida offices, located in West Palm Beach, Miami and Tampa, have over 40 engineers, inspectors, and support staff available to assist our clients. Our inspectors are ACI and AWS trained/certified in their respective disciplines, as required by building codes and industry standards. Our engineering staff includes registered professional engineers with significant construction experience in South Florida.

TSFGeo has earned a reputation for delivering quality service at reasonable costs. TSF has successfully completed thousands of projects for a variety of industries and organizations, including private, corporate and industrial clients; medical facilities, civilian and military agencies of the federal, state and local governments, colleges and universities, and local education agencies.

PROPOSED SCOPE OF SERVICES

We recognize that construction projects are built in the "real world" and that proposed schedules do not always work out. Therefore, we appreciate the importance of being able to respond to requests for our services on short notice and of working hours other than the normal schedule, including nighttime work and weekend work.

Based on the experience we have had in other projects like this and on our understanding of the project requirements, we anticipate that the following testing services will be required during the design and construction phases of the project.

CONSTRUCTION MATERIAL TESTING SERVICES

Sampling and Laboratory Testing

- Provide Modified Proctor values on structural fill, footings, slab and backfill material, as required.
- Provide LBR tests on subgrade and base materials.
- Test compressive strength concrete cylinders for sidewalks, curbs, and miscellaneous.

Construction Materials Testing

- Perform In-Place-Density testing on structural fill, footings, slab, subgrade, base and backfill material as needed.
- Conduct slump, and temperature testing on concrete.
- Mold compressive strength test cylinders (4 cylinders per set).

PROFESSIONAL SERVICES

- Professional Engineer registered in the State of Florida, to supervise field and laboratory activities, review and sign/seal daily laboratory and field reports.
- Administrative / Clerical Assistant to prepare and distribute reports.
- Engineering Technician to observe earthwork activities – remediation on the muck sediments accumulated at the bottom of the existing lake.

Unit Fee Schedule

ITEM	Quantity	Rate	Units	Extended
CONSTRUCTION MATERIAL TESTING SERVICES				
Field and Laboratory Testing Services				
SOILS				
In-place Nuclear Density Tests	40	\$ 65.00	hour	\$ 2,600.00
Modified or Standard Proctor	3	\$ 105.00	test	\$ 315.00
LBR	2	\$ 300.00	test	\$ 600.00
Gradation	3	\$ 65.00	test	\$ 195.00
Organic Content	3	\$ 45.00	test	\$ 135.00
Subtotal				\$ 3,845.00
CONCRETE/GROUT/MORTAR:				
Engineering Technician (test plastic properties of concrete/grout, sample pickup, stand-by)	24	\$ 65.00	hour	\$ 1,560.00
Compression Testing of Concrete	8	\$ 60.00	set	\$ 480.00
Subtotal				\$ 2,040.00
Professional and Technical Services				
Project Engineer, P.E.	5	\$ 175.00	hour	\$ 875.00
Administrative Services	4	\$ 50.00	hour	\$ 200.00
Engineering Technician (earthwork activities)	60	\$ 65.00	hour	\$ 3,900.00
Subtotal				\$ 4,975.00
Total Estimated Fees				\$ 10,860.00

General Notes:

Please note the following procedures will apply to our services:

- 1- Field work hours for inspectors are Monday thru Friday, 8:00AM to 5:00PM.
- 2- We need 24 hours notice by contacting our office (561) 687-8536 prior to any site visit.
- 3- We can accommodate weekend inspections if necessary with a minimum of 48 hours notice.
- 4- Field work beyond 8 hours/day, night time and weekends (OT) will be billed at the regular rate times 1.5.
- 5- Stand-by time will be billed at hourly rate listed.

AUTHORIZATION

AUTHORIZED BY:	INVOICE TO:
Name:	Firm:
Title:	Name:
Date:	Address:
	Phone :



Archaeological and Historical Conservancy, Inc.

4800 SW 64th Ave #109, Davie, FL 33314 | Phone: 954-792-9776
Email: archlgcl@bellsouth.net | Web: florida-archaeology.org

February 19, 2026

Suzanne Dombrowski
Chen Moore and Associates
500 South Australian Ave., Suite 850
West Palm Beach, FL 33401

Re: 9278 West Indiantown Road – Loxahatchee River District Site Improvements project - Monitoring

Dear Ms. Dombrowski:

This is provided as a proposal to conduct archaeological monitoring at 9278 West Indiantown Road, Palm Beach County, FL 33478 for a Loxahatchee River District Site Improvements project. This monitoring will be implemented to meet the guidelines for archaeological monitoring as outlined in the South Florida Water Management District Individual Environmental Research Permit No. 50-111418-P, and as required by State and Local reviewing agencies.

A. *Archival and Literature Review:*

A review of pertinent records, maps, and aerial photographs will be conducted to determine if previously unrecorded archaeological and/or historical sites occur on the parcel. The parcel occurs within the Loxahatchee Battlefield Resource Group (8PB8401). The parcel also encompasses the previously recorded archaeological site, Riverbend 7 (8PB7979). AHC staff will review all pertinent records to ascertain site location and site boundaries prior to the inception of the project.

B. *Preconstruction Meeting / Silt Fence Installation*

AHC staff will attend a preconstruction meeting, at which time the installation of a silt fence around 8PB7979 will be planned. Following that meeting, AHC staff will install a silt fence around the site to ensure its protection during construction activities.

C. *Archaeological Monitoring and Documentation:*

A monitor is required to be present, and will be provided during all ground-disturbing activities associated with the Loxahatchee River District Site Improvements project. Based on the provided construction schedule, with an estimated 120 days of onsite construction, with ground disturbances anticipated to take 60 days. One archaeologist will be assigned to the project. Additional archaeologists may be required at additional cost.

If prehistoric or historic cultural materials are discovered, project activities in the area will cease and the Florida Division of Historic Resources (FDHR) will be notified. If human remains are encountered, work would immediately stop, and the provisions of Florida Statute 872.05 will apply.

Any intact cultural context will be documented. Any uncovered cultural materials will be analyzed and catalogued. Any significant archaeological finds will be reported to the appropriate agency and may require additional documentation, which will be completed as a separate scope under an agreed-upon change order.

D. Data Analysis and Report Preparation

A written report will be provided within 20 business days following completion of the field work. The report will include a description of methodology, results, and recommendations. A final report will be prepared and submitted to the State Historic Preservation Officer (SHPO) for review and request for concurrence.

E. Summary of Costs

Archaeological services can be completed at the following rates:

(1) ARCHAEOLOGICAL MONITORING	
(a) Archival Review:	= \$ 675
(b) Preconstruction Meeting / Silt Fence Installation	= \$ 1,200
(c) Archaeological Monitoring (1 archaeologist): Daily Rate \$600	= \$ 36,000
(d) Data Assessment:	= \$ 1,200
(e) Final Report:	= \$ 2,000
Total	= \$ 41,075

This proposal is valid, only if authorized within 90 days of the listed proposal date. The rates specified in this contract shall remain valid and binding for a period of one year following the execution of the contract. If work does not commence within the designated time frame, the parties agree to enter into good faith negotiations to determine adjustments to the rates stated above.

We are available to begin work upon receipt of written authorization to proceed and a deposit of \$1,200 with the balance due upon receipt of the draft report.

Sincerely,



Robert S. Carr
Executive Director

THIS PROPOSAL ACCEPTED BY:

Signature

Name/ Title

Date



Item 6E

Amended and Restated Lease
Agreement for Cell Tower
– unavailable for this meeting





Item 6F

Interlocal Agreement with Town of
Jupiter for Nanofiltration Process Water
– unavailable for this meeting





LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

TO: GOVERNING BOARD
FROM: D. ALBREY ARRINGTON, Ph.D.
DATE: MARCH 13, 2026
SUBJECT: RULE 31-10 RATES, FEES, & CHARGES – RATE STUDY

We return this month to wrap up our discussion of our annual Rate Study and recommend rate increases for the upcoming 5-years based on projected capital and operating costs. Fundamental drivers of this effort are major planned infrastructure rehabilitation projects, projected cost increases (i.e., inflation), and projected customer growth. This process is guided by our objectives to achieve operational excellence (e.g., system reliability, satisfied customers, and engaged workforce) and maintain a reasonable rate structure.

In addition to the proposed changes we discussed last month, this month a few additional revisions have been incorporated based on consideration of input during last month's discussions. Changes incorporated since last month are **highlighted in yellow** in the draft rule and include:

- 5% rate increase on 4/1/2026 and annually thereafter for the subsequent 4 years;
- "Renovation" is defined;
- Residential equivalent connections are no longer capped at 4 toilets (effective 10/1/2026 for quarterly service charges only, all other revisions effective 4/1/2026);
- Non-residential equivalent connections are further revised;
- Application for Service is defined as required for new construction and for renovations;
- Added a clear reference to Chapter 31-11 Special Assessments; and
- Add statement that rates, fees, and charges will not be discounted for any organization.

On the following pages there is a summary of the assumptions included in this year's Rate Study. The final page includes a summary of the proposed FY2027 to FY2031 Capital Improvement Plan. Also, Chapter 31-10 is included showing proposed revisions with track-changes. The intent of providing this memorandum and the associated information to the Governing Board and the public is to facilitate an understanding of our current financial position, anticipated revenues and operating expenses, planned capital projects and costs, and anticipated impacts to our rates, fees, and charges.

I recommend your approval of the following motion:

"THAT THE DISTRICT GOVERNING BOARD approve Rule Chapter 31-10 as revised, and with an effective date of April 1, 2026."

Kevin L. Baker
CHAIRMAN

Dr. Matt H. Rostock
BOARD MEMBER

Stephen B. Rockoff
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

Proposed revisions to Chapter 31-10 are shown in the draft rule using track changes, and are summarized here:

1. Throughout the rule, we have replaced unclear uses of “system” with “Regional Wastewater System”, which is defined within the rule.
2. 31-10.001(2) the definition of “Administrative Charge” is clarified so that the Administrative Charge is triggered by submission of an Application for Service and payment is due before we will review the plans. The fee is non-refundable, because once we invest the time to review the plans, we cannot recover that time even if the development is cancelled. Also, the definition of “Administrative Charge” is revised so the charge is based upon the total number of Equivalent Connections being reviewed. Currently, the District only charges an Administrative Charge for new Equivalent Connections. This revision will result in Administrative Charges being applied to all Equivalent Connections (even pre-existing Equivalent Connections) because the review process requires a comprehensive review of the entire set of plans, which is approximately equal to reviewing a set of plans for a new development that will result in new equivalent connections being made.
3. 31-10.001(4) and 31-10.007(2) we are proposing to implement a new “Cut and Cap Inspection Fee” of \$95.00. Currently, when a home is being torn down and rebuilt, a customer can call for a “Cut and Cap” inspection. The District dispatches an inspector to verify the home has been disconnected from our Regional Wastewater System in compliance with our Manual of Minimum Construction Standards and Technical Specifications, and quarterly sewer service charges are temporarily suspended until the rebuilt home receives a certificate of occupancy. At the present time, we do not charge a fee for the Cut and Cap inspection, though we expend administrative and engineering staff time on the process. Implementation of a Cut and Cap Inspection Fee will more equitably allocate and recover the costs for these services.
4. 31-10.001(5) we have revised the definition of Delinquent Quarterly Service Charge for Sewer Service to be clearer.
5. 31-10.001(6) we have added a definition of Delinquent Connection Charge. This definition is the same definition we have used within the organization, but it was not spelled out within this Rule.
6. 31-10.001(7) we have added a definition of Default.
7. 31-10.001(9) and 31-10.003 the definition of “Equivalent Connection” is clarified to be based upon the number of toilets plus urinals if urinals are installed to offset the number of toilets installed. The plumbing code or building code allows the number of toilets installed in a men’s bathroom to be decreased based on the installation of urinals. When this occurs it is fair and reasonable to count urinals for the allocation of costs that historically we assigned strictly to toilets.
8. 31-10.001(21) we have added a definition of “Renovation”
9. 31-10.002(1) We are proposing to charge connection fees for ALL residential toilets. Historically, we only charged connection fees for up to 4 toilets in a residential unit. After careful deliberation, staff determination is that our connection fees are the cost basis for a property to pay for their fair share of capacity in our wastewater treatment plant and

regional transmission system. These systems must be designed and ready to serve ALL connections to our sewer system. A home with 4 toilets can generate more wastewater than a home with 1 toilet (e.g., all 4 toilets could be flushed at once). Similarly, a home with 16 toilets can generate more wastewater than a home with 4 toilets. As such, it is the opinion of the District's professional engineering staff and me that residential connection fees should be based upon all toilets (quantified as equivalent connections) being connected to our sewer system. From an implementation perspective, this rule change will be prospective in application - nothing would change for homes currently connected to the sewer, see 31-10.005(4). When a home comes in for Renovation, we would then charge connection fees for all new toilets being installed.

10. 31-10.003(c) Non-Residential Equivalent Connections table has been updated to better correspond with building categories and water usage values defined in FAC 62-6. From an implementation perspective, this rule change will be prospective in application - nothing would change for non-residential facilities currently connected to the sewer, see 31-10.005(4). When a Non-residential Unit comes in for Renovation, we would then charge connection fees for all new equivalent connections.
11. 31-10.003(d) Non-Residential Equivalent Connections has been updated to delegate authority to the District's Director of Engineering (Courtney Jones, P.E.) to determine the number of equivalent connections when the standard calculations are insufficient to characterize a project, development, or facility.
12. 31-10.004(1) is revised to clarify that an Application for Sewer Service is required for new connections and renovations.
13. 31-10.005(1) is revised to clarify that connection charges are required for new connections and for renovations.
14. 31-10.006 is revised to add a reference to Chapter 31-11 Special Assessments.
15. 31-10.007(1) is revised to include 5% annual rate increases for each of the next 5-years.
16. 31-10.007(1)(a) is revised to remove the 4-toilet cap (1.75 ECs) for residential units with an effective date of 10/1/2026, due to time staff needs to update processes, improve data, and notify customers of this change.
17. 31-10.008 we are proposing to remove the 1.75 EC limitation when a developer or property owner does not provide proof of the number of Equivalent Connections in the facilities they are connecting to the District's sewer system.
18. 31-10.009(3) we removed the definition of Delinquent Quarterly Service Charge for Sewer Service from this section because it is provided in 31-10.001(5&6).
19. 31-10.009(4) we removed the definition of Default because it is provided in 31-10.001(7).
20. 31-10.009(5) we revised this section to remove the definition of Default because it is provided in 31-10.001(7). Also, we have simplified the language with an intent to make the text clearer.
21. 31-10.009(7) added that rates, fees, and charges will not be discounted.
22. 31-10.013(6) revised to include 5% annual rate increases for each of the next 5-years

Mr. Shenkman has reviewed these changes and found them to meet our Enabling Legislation's "fair and equitable" determination of rates fees and charges standard.

Regarding financial revision to Chapter 31-10, the Rate Study is based on these assumptions:

1. Revenue from Quarterly Service Charges – Given the lack of developable land in our service area, increases in quarterly sewer revenue are anticipated to be driven, not by growth in customers, but by rate increases. District Rule 31-10 currently includes scheduled rate increases of 5% for 2026, 2027, 2028, 2029, and 2030.

2. Revenue from New Development (Plant and Line Charges) – these revenues are paid by new customers (i.e., new development) and represent the proportional cost of existing infrastructure needed to serve new customers (i.e., a new home connecting to the sewer system pays for the tiny fraction of the wastewater treatment facility needed to accommodate their wastewater). In their review of our Rate Study, Raftelis recommended we tied these rates to the Engineering News Record Construction Cost Index published in the February edition of each year, which is 2.7% this year.

3. Service Availability Standby (SAS) Revenue – projected to continue a slow, gradual decline, which has been occurring as our service area nears built-out conditions.

4. IQ Water Revenue – our IQ revenues are relatively stable at \$2.5 million per year. Given constraints on the availability of reclaimed water, we do not anticipate entering into any new IQ Water contracts. Thus, increases in IQ Water revenues will be tied directly to rate increases, which would be affected by cost increases. Also, we have informed the Town of Jupiter that we do not want to renew the existing agreement that governs their nano concentrate, which we currently blend with our IQ Water or dispose of down our deep injection well when necessary. The current agreement expires on June 19, 2026, and both additional costs and additional revenue associated with the Nano Agreement will stop when the agreement expires.

5. Miscellaneous Revenues – over the past 5 years, we have averaged \$600,000 per year in miscellaneous revenues. These revenues originate from grant funds (e.g., LRPI grants), cell tower lease, estoppel fees, and sale of surplus equipment. We expect these revenues to remain relatively stable.

6. Interest Revenue – we receive two sources of interest revenue: (a) interest on assessments, which is fixed at the time the assessment is levied, and (b) interest on investments, which fluctuate with market conditions. As of 2/28/2026, our average weighted rate of return on investments is 3.47%. While interest rates have declined, they have been more persistently high than anticipated. I am projecting interest rates paid on our investments will return to 3% in FY2030.

7. Operating Expenses – we anticipate a 3.5% increase in budgeted operating expenses over the next fiscal year and 3% inflation thereafter. Overall inflation has declined, but services and the labor market have remained surprisingly tight, which impact our operating expenses.

8. Capital Improvement Projects – The remainder of this memo provides a categorical summary of the proposed Rate Study, which is based upon the FY2027 to FY2031 Capital Improvement Plan (see table below). This is intended to facilitate the Board's understanding of forthcoming

significant capital investments staff have identified as necessary or desirable. Below, my intent is to specifically discuss any single item or project that is expected to cost \$200,000 or more:

- A. Buildings – Over the next three years, we anticipate spending \$14.1 million to design and construct new maintenance and warehouse buildings and associated facilities that were identified in our Conceptual Site Plan for 2500 Jupiter Park Dr. The maintenance building will have an internal generator to replace our aging 1,250 KW generator, which provides backup power to our wastewater treatment plant during power outages (e.g., hurricanes). The maintenance building will also include bunk facilities to accommodate staff that are required to shelter at the wastewater treatment plant site during our emergency conditions (e.g., a hurricane). These important buildings will be rated for risk category IV (i.e., buildings and structures designated as essential facilities). The current cost estimate will be refined over the coming year as we develop detailed engineering plans.
- B. Infrastructure Improvements (not buildings) – Staff have included \$329k per year over the next five fiscal years. These major projects include: new fire monitoring system for Administration and Operations, new storage facilities for Construction and Collections at 2500 Jupiter Park Drive, completion of headworks liner rehabilitation, and rehab of A and B structures.
- C. Machinery and Equipment – Spending in this category is projected to average \$1.47 million per year over the next five years. These funds are targeted to replace and improve a diversity of critical tools used by District staff, including IT security and disaster recovery improvements, ground penetrating radar, lift station pumps, IQ Water pumps and motors, portable generators, and several important features within our wastewater treatment plant, e.g., aeration basin fine bubble diffusers, aeration basin blowers, programmable logic controllers, headworks bar screen conversion, and replacement of emergency chlorine scrubber .
- D. Vehicles – rehabilitating vehicles is anticipated to cost an average of \$337,000 per year over the next 5 years. We anticipate replacing one vacuum truck, our most expensive vehicle with an anticipated cost of \$500,000, in FY2029. F550 crane trucks are estimated to cost \$200,000, and we anticipate replacing two over the next 5 years.
- E. Public Education – For the 5-year period of this rate study, we have included \$400,000 for engineering and construction of parking facilities, a chickee hut, and nature trails at the 20 acres, \$150,000 for demo and renovations of Unit H (summer camp house) at Bureau of Land Management’s Jupiter Inlet Lighthouse Outstanding Natural Area (BLM is leading this effort), and \$75,000 for renovations to the River Center bathrooms (in anticipation of extending our lease).
- F. Master Planning – We have \$500k budgeted for master planning in FY2027, which was documented as a key priority initiative in our most recent Strategic Plan.
- G. Neighborhood Sewering – With the completion of our scheduled neighborhood sewerage projects, the Rate Study only includes minimal funds necessary to address sewerage of

remnant areas as they become available. If the Board desires to initiate neighborhood sewerage of unscheduled areas, we would need to revamp these projections.

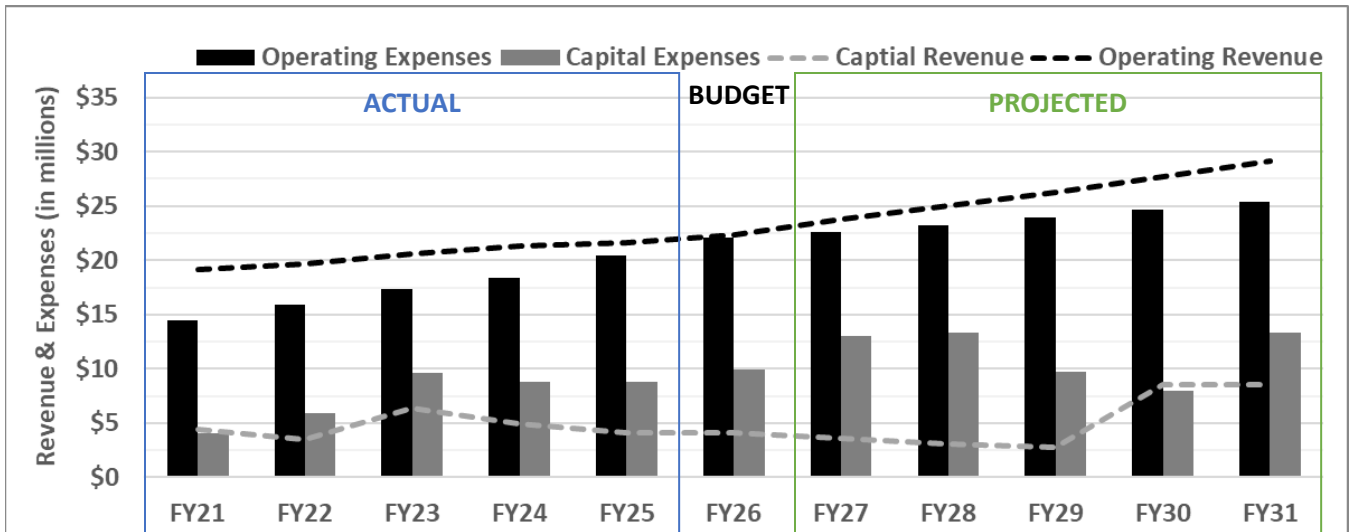
- H. Lift Stations – We are projecting \$11.8 million in capital projects to improve our lift stations over the next 5 years. \$1.1 million per year is projected to be spent systematically rehabilitating our lift stations. This work is driven by ongoing lift station condition assessments, and each budget year our efforts will be focused on those stations deemed most in need of renewal. The second project will comprehensively replace the control panel and associated appurtenances and add telemetry at 34 lift stations at a cost of \$5 million, which will be spread over the next two years.
- I. Gravity System – We anticipate approximately \$3 million per year over the next 5 years as we continue to rehabilitate our aging collection system (gravity laterals, gravity mains, and manholes). This includes \$4.9 million for lining of gravity mains, \$8.3 million for lining laterals, and \$700k for trunk line repairs in Indiantown Rd. These systematic investments will increase system reliability and decrease long term costs by minimizing very expensive emergency point repairs.
- J. Force Mains – We have included \$250,000 for routine rehabilitation of force main appurtenances such as air release valves and valves.
- K. Low Pressure Sewer Systems – We have included \$175,000 in the upcoming year to implement the power monitoring solution discussed last month and an additional \$100,000 for needed LP emergency power equipment.
- L. Telemetry – We have included \$250,000 for routine rehabilitation of telemetry, programmable logic controllers, and instrumentation & control appurtenances.
- M. Operations General Site Improvements – \$113,000 has been added for the Jupiter Park Dr improvements (Town of Jupiter interlocal agreement).
- N. Treatment and Disposal – Over the next 5 years, staff anticipate an average expenditure of approximately \$3.2 million (\$640k per year) to rehabilitate various systems in our water reclamation facility (e.g., replacement of deep bed filter media, electrical system upgrades, and rehab of plant lift station #2) plus remediation of our 20 acres.
- O. Reuse General – We have included \$50,000 per year for routine rehabilitation of reuse force mains and appurtenances.
- P. Reuse Pump Stations – The largest reuse project over the next five years is to rehabilitate electrical, instrumentation, and controls at IQ518 (IQ Water pumping station in Abacoa), at a cost of \$2.1 million in FY27. In FY28-FY29, we expect to spend \$500k to improve electrical, instrumentation, and controls at metering stations and points of connection.
- Q. Biosolids – In 2005, the District entered into an interlocal agreement with the Solid Waste Authority (SWA) to fund a portion of the cost to design, build, and operate the SWA Biosolids Processing and Recycling Facility (BPF). The District owns 8.96% of the facility's total capacity. The District's has invested over \$3.4 million into the facility. The interlocal agreement terminates on August 9, 2029, and the agreement stipulates that at least five years before the termination date the partners must agree to continue operating

the facility (capital costs to rehabilitate and upgrade the facility) or decommission the facility (costs to demo the facility and costs to design, permit, construct, and startup a new facility). We have responded to the SWA confirming our desire to continue operation of the BPF beyond August 9, 2029, as this appears to be our best, most cost-effective option. Therefore, LRD staff have included in the Rate Study \$2.75 million in capital costs spread across FY30, FY31, and FY32. These funds are a necessary cost to continue operation of the BPF, which will include renewing existing equipment and facilities and constructing new facilities. Maintaining a reliable and effective disposal mechanism for our biosolids is an absolute necessity. Furthermore, our onsite biosolids facilities (e.g., biosolids processing building) are nearing the end of their useful life, and staff anticipate spending \$16.5 million in engineering design, permitting, bidding, and contracting fees for a comprehensive reconstruction of these facilities beginning in FY28 (after the maintenance and warehouse facilities have been constructed) through FY32.

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

- I. **New Deep Injection Well** - Recent assessments of our existing injection well show no meaningful signs of degradation or lack of performance. We perform these permit-required technical assessments every 5 years, and staff believe it is reasonable and prudent to schedule design, permitting, and construction of a New Deep Injection Well 6 to 8 years into the future. Staff will evaluate this schedule annually using data collected from our ongoing monitoring of the Deep Injection Well System (e.g., wellhead pressures) and each subsequent permit-required assessment. As soon as the mechanical integrity of the Deep Injection Well System comes into question, staff will begin the replacement process, which will likely take 5 years to have a new, fully functional well in service. The outcome of all this, relative to the Rate Study, is that the deep injection well funds have been reassigned to meet other capital cost demands in the near term. Staff assume we will borrow funds to complete construction of a new deep injection well when necessary, which will result in future rate payers contributing the majority of the replacement costs for this long-lived, critical asset.
- II. Projects to improve resiliency of existing major transmission system elements e.g., Old Dixie Highway force main replacement. We look forward to improving our insights into this work through the development of a transmission system master plan

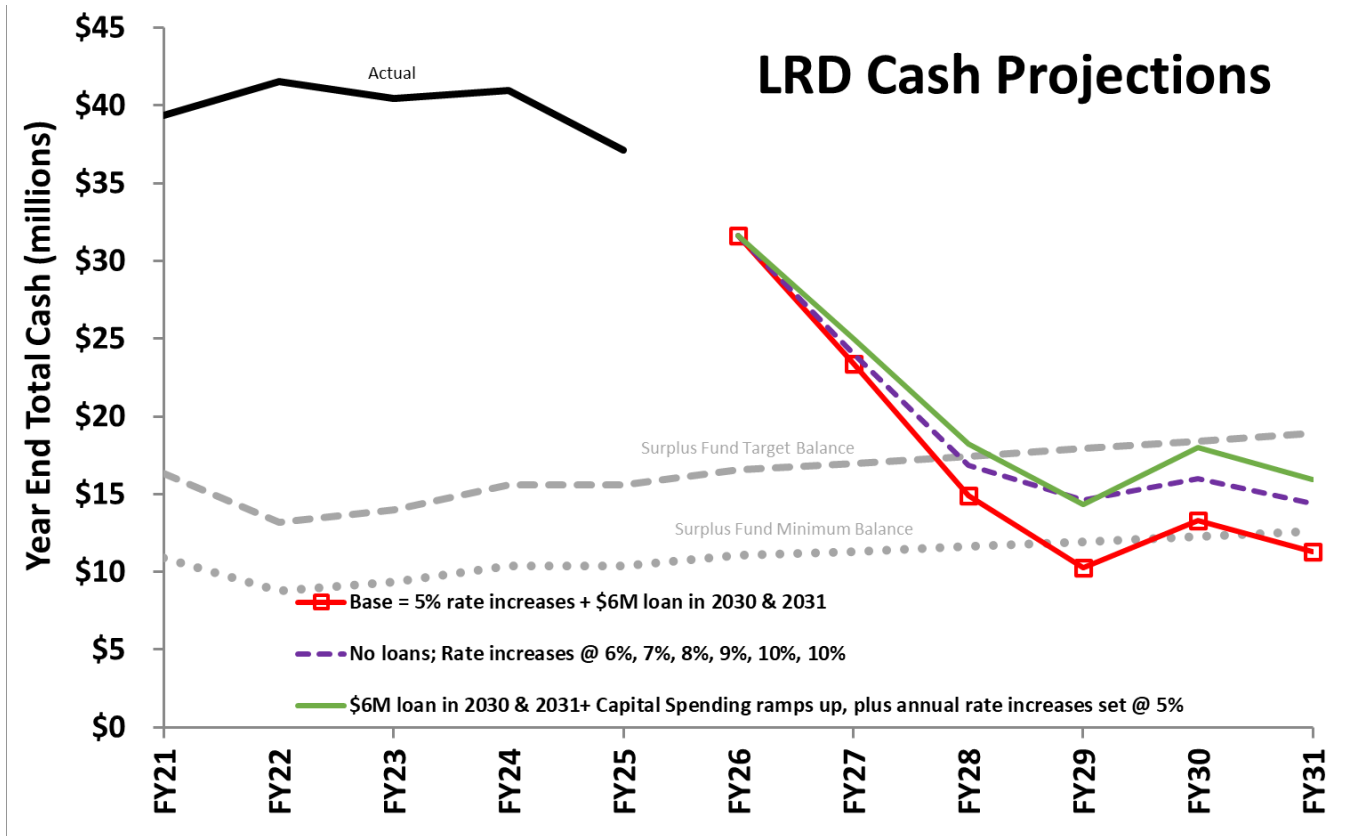
Debt – The District does not have any debt at this time; however, certain projections in the Rate Study assume we will seek a \$6 million loan in FY30 and FY31 to finance some of the major projects that are included in the Rate Study. These loans are modelled as bank loans with a 4.62% interest rate, 20-year term, annual payment of \$460,185 individually or \$920,904 combined, and cumulative total interest payments of \$6,407,382.



The chart above shows total annual operating and capital revenues and expenses by fiscal year. This chart shows that our operating expenses are projected to equal our operating revenues in FY2026 and our capital revenues have been significantly below our capital spending since FY2023, which is due to the lack of development within our service area. While we are proposing some strategic adjustments to how we calculate and charge for capital fees, the available information shows our quarterly sewer rates (historically viewed as operating revenue) need to bear a greater fraction of our capital costs, which is why the draft rule now includes 5% annual rate increases for the next 5-years. While we currently have a meaningful amount of available cash, that accumulated buffer is projected to decrease precipitously as we engage in and complete the significant capital projects we have identified and scheduled in the Rate Study. The capital revenue increase in FY30 & FY31 is due to loans.

The attached draft of Chapter 31-10 Schedule of Rates, Fees, and Charges provides for 5% rate increases annually for quarterly sewer charges and IQ Water for 4/1/2026 and annually thereafter through 4/1/2030. Plant Connection Charges, Regional Transmission System Line Charges, and Administrative Charges have been increased 2.7% based upon the annual increase in the Engineering News Record Construction Cost Index published February 2026. All Subregional Line Charges have been adjusted based on the 10-Year Treasury Rate published by the US Department of Treasury on February 1st, which was 4.29% on 2/2/2026 (the first business day following 2/1/2026).

Historically, the Rate Study and Budget are relatively conservative documents, i.e., we often underspend relative to what was projected in the Rate Study and Budget for a given year. If our planned capital projects occur at a rate slower than projected (as they have across our recent history), our available cash balance will be sustained for longer than projected in the chart on the following page. Alternatively, if we improve our ability to execute major capital projects in a timely manner, we will likely see our available cash balance decline more quickly.



The chart above is the simplistic outcome from our Rate Study Model. It shows the actual cash on hand at the end of the prior five fiscal years and the projected cash on hand at the end of the current budget year and the future five years in the Rate Study planning horizon.

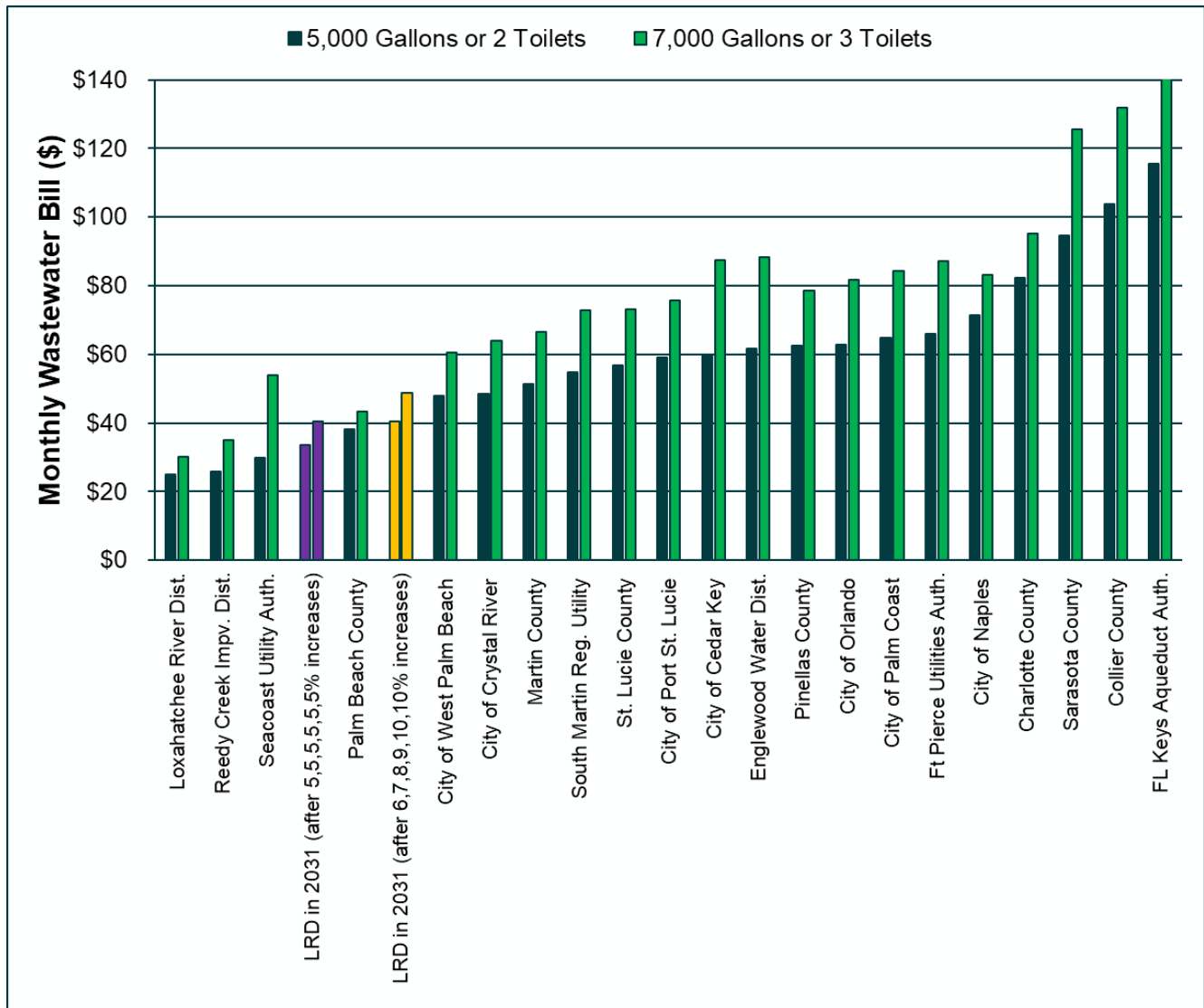
- The **red line** is the base case and models the conditions described in the text provided on the prior pages of this memo, i.e., 5% rate increases annually, a \$6 million loan in FY30 and a \$6 million loan in FY31. Even after borrowing \$12M, our available cash is projected to hover around our surplus fund minimum balance. While the Rate Study is conservative (potentially over estimating costs), it suggests that we may need additional funds (revenue, grants, and/or loans) to execute the work we have identified over the upcoming 5-year period.
- The only difference between the red line and the solid **green line** is that the green line assumes slightly slower capital spending, i.e., 70, 70, 75, 75, 80% of annual Rate Study projections, whereas the red line assumes we spend 80% of annual Rate Study projections.
- The dashed **purple line** assumes no loans and only rate increases are used to fund anticipated operating and capital costs, with rate increases being 6% in FY26, 7% in FY27, 8% in FY28, 9% in FY29, and 10% in FY30 and FY31.

Finally, the Rate Study does not include any major grant funds, which theoretically should be available to the District as we build some of the planned major improvements (e.g., maintenance building and new generator).

The gray dotted and dashed lines in the chart above are from our Board-approved Cash Reserve Policy, which stipulates the District will maintain a minimum cash reserve in the Surplus Fund

Account. The Surplus Fund Account Minimum Balance is the sum of the Operating Reserve (4 months of budgeted operating expenses), the Renewal and Replacement Reserve (1.5% of gross depreciable assets), and 100% of the current year portion of debt service requirements including both interest and principal (zero because we have no debt). The Surplus Fund Account Target Balance is 150% of the Surplus Fund Account Minimum Balance.

The chart below shows comparisons of 2025 monthly wastewater rates between LRD and 20 peer organizations. To provide perspective on the potential rates increases discussed in the chart above, I have added what our monthly wastewater rates would be in **2031** after compounding all of the proposed rate increases for the two most extreme scenarios (purple bars assume the following annual rate increases: 5%, 5%, 5%, 5%, 5%, 5%; orange bars assume the following annual rate increases: 6%, 7%, 8%, 9%, 10%, 10%). Even after compounding rate increases across 6 years, our rates would still be in the lower quartile of rates charged by our peers in 2025.



Loxahatchee River District's FY2027 – FY2031 Capital Improvement Plan

		FY2027	FY2028	FY2029	FY2030	FY2031				
80% of Total Capital is used in Rate Study Cash Projection Model (due to conservative nature of projected capital costs)	\$	13,002,000	\$	13,361,066	\$	9,737,066	\$	8,020,266	\$	13,369,066
Total Projected Capital Costs =	\$	16,252,500	\$	16,701,333	\$	12,171,333	\$	10,025,333	\$	16,711,333
Contingency		\$0		\$0		\$0		\$0		\$0
Land		\$0		\$10,000		\$10,000		\$10,000		\$10,000
Buildings		\$2,801,000		\$6,900,000		\$4,400,000		\$0		\$0
Infrastructure Improvements (not buildings)		\$1,005,000		\$370,000		\$90,000		\$90,000		\$90,000
Machinery and Equipment		\$773,500		\$1,253,000		\$1,273,000		\$907,000		\$3,148,000
Vehicles		\$360,000		\$245,000		\$500,000		\$520,000		\$60,000
Construction in Progress		\$11,313,000		\$7,923,333		\$5,898,333		\$8,498,333		\$13,403,333
CIP - Exec/Finance/Lab/Cust Svc/IT/Const		\$0		\$0		\$0		\$0		\$0
CIP - Public Education		\$0		\$225,000		\$0		\$0		\$0
CIP - Master Planning		\$500,000		\$0		\$0		\$0		\$0
CIP - General Collection & Transmission		\$0		\$0		\$0		\$0		\$0
CIP - Neighborhood Sewering		\$0		\$10,000		\$10,000		\$10,000		\$10,000
CIP - Lift Station		\$3,815,000		\$3,625,000		\$2,125,000		\$1,125,000		\$1,125,000
CIP - Gravity System		\$2,305,000		\$2,633,333		\$2,633,333		\$5,033,333		\$2,633,333
CIP - Force Mains		\$0		\$50,000		\$50,000		\$100,000		\$50,000
CIP - LPSS		\$275,000		\$20,000		\$20,000		\$20,000		\$20,000
CIP - Permanent Generators		\$0		\$0		\$0		\$0		\$0
CIP - Telemetry		\$20,000		\$35,000		\$35,000		\$35,000		\$40,000
CIP - Operations Planning Studies		\$0		\$0		\$0		\$0		\$0
CIP - Operations General Site Improvements		\$113,000		\$0		\$0		\$0		\$0
CIP - Treatment & Disposal		\$1,895,000		\$525,000		\$225,000		\$325,000		\$225,000
CIP - Reuse General		\$0		\$50,000		\$50,000		\$100,000		\$50,000
CIP - Reuse Pumping Stations		\$2,090,000		\$0		\$0		\$0		\$0
CIP - Reuse Mains		\$0		\$0		\$0		\$0		\$0
CIP - Reuse Telemetry/Metering/Controls		\$0		\$250,000		\$250,000		\$0		\$0
CIP - Biosolids		\$300,000		\$500,000		\$500,000		\$1,750,000		\$9,250,000

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

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

31-10.001 Definitions.

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

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

(2) “Administrative Charge” is the charge paid for ~~each Equivalent Connection to the Regional Wastewater System, to pay for~~ administrative, legal, engineering, and inspection expenses associated with each ~~new connection to~~ Application for Service submitted to the District for review and approval ~~the system~~. The Administrative Charge is based upon the total number of Equivalent Connections being reviewed, is due and payable before District plan review or approval ~~connection is made to the system,~~ and is not transferable or refundable.

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

(4) “Cut and Cap Inspection Fee” means the charge to offset administrative and engineering expenses incurred through the processing of an application to disconnect sewer service, i.e., inspecting the disconnection of an existing connection to the Regional Wastewater System.

(5) “Delinquent Quarterly Service Charge for Sewer Service” means a Quarterly Service Charge for Sewer Service that is not paid by the end of the service period ~~is delinquent if not paid during the service period~~. Service periods are as follows: Quarter 1: January 1 through March 31; Quarter 2: April 1 through June 30; Quarter 3: July 1 through September 31; Quarter 4: October 1 through December 31.

(6) “Delinquent Connection Charge” means a Connection Charge not paid in full within 365 days following the Notice of Availability of Sewer Service, excluding properties under a Standard Developer Agreement, vacant parcels, or parcels enrolled and compliant with an Installment Agreement for Connection Charges.

(7) “Default” means any rates, fees, or charges imposed by the District that remain unpaid after the service period, or for connection charges 12-months following Notice of Availability of Sewer Service.

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

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

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

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

(129) “G.P.D.” means gallons per day.

(1310) “Non-residential Unit” is a non-residential building or structure connected to the Regional Wastewater System including, but not limited to, hotels, motels and boarding houses, wholesale and retail businesses, professional offices, schools, warehouses (including each individual bay) and without limitation all other buildings and structures of a commercial, public, or quasi-public nature.

(1411) “Owner” means the legal owner or owners of a property served by the District. By accepting sewage service from the District, all of the property owners of each parcel shall be jointly and severally liable to the District for all charges, rates, and fees incurred for each parcel. If requested by the Owner in writing, the District will submit its bills and other communications to an agent of the Owner such as a property owners or homeowners association manager, property manager, or other legally authorized representative of the Owner.

(1512) “Plant Connection Charge” is the charge paid for each Equivalent Connection to the Regional Wastewater System, and credit for which shall run with and be appurtenant to the land. The Plant Connection Charge is due and payable before connection is made to the systemRegional Wastewater System and is not transferable. Excess Plant Connection Charge(s) may be refunded if owner demonstrates, in accordance with objective determinations of the District, that fully paid Plant Connection Charges will not be used. In no case shall Plant Connection Charge be refunded for a

Residential or Non-residential Unit not connected within one (1) year of sewer being declared Available. Plant Connection Charges are determined as set forth in this rule and may be changed from time to time in accordance with the law.

(~~1613~~) “Quarterly Service Availability Standby Charge” is the periodic charge for each Equivalent Connection, commencing upon the signing of a Standard Developer Agreement, and is computed at the rate of sixty-eight percent (68%) of the Quarterly Service Charge per Equivalent Connection as established by the Governing Board and amended from time to time.

(~~1714~~) “Quarterly Service Charge” is the periodic charge for each Equivalent Connection when it is connected to the Regional Wastewater System or within one (1) year of the time the connection is Available, whichever occurs first, and shall be billed in advance. Quarterly Service Charges are established by the Governing Board and amended from time to time.

(~~1815~~) “Regional Transmission Facility” means transmission lines, force mains, gravity interceptors, lift stations or pump stations that collect wastewater from two or more sub-regions and transport the wastewater to the District treatment plant. The size and location of the Regional Transmission Facility are described in the latest Transmission System Master Plan as amended.

(~~1916~~) “Regional Transmission System Line Charge” is the charge paid for each Equivalent Connection to the Regional Wastewater System, and credit for which shall run with and be appurtenant to the land. The Regional Transmission System Line Charge is due and payable before connection is made to the ~~system~~Regional Wastewater System and is not transferable. Regional Transmission System Line Charge may be refunded if owner demonstrates, in accordance with objective determinations of the District, that fully paid Regional Transmission System Line Charge will not be used.

(~~2017~~) “Regional Wastewater System” means any plant, facility or property; and additional extensions and improvements having the capacity for current or future use in connection with the collection, transmission, treatment, purification or disposal of sewage of any nature or originating from any source, including industrial wastes resulting from any processes of industry, manufacture, trade or business, or from the development of any natural resources. The Regional Wastewater System includes but is not limited to: treatment plants, pumping stations, lift stations, valves, force mains, intercepting sewers, laterals, pressure lines, mains and all necessary appurtenances and equipment; all sewer mains and laterals for the reception and collection of sewage; any interest in real and personal property; rights, easements and franchises of any nature whatsoever relating to the District.

(2148) "Renovation" is defined as the addition of one or more plumbing fixtures (e.g., toilet) or the addition of square footage to any structure for Residential Units. For Non-residential Units, "Renovation" is defined as the addition of one or more plumbing fixtures (e.g., toilet), the addition of square footage to any structure, or a change in operation.

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

(2349) "Residential Unit" is a residential living unit or structure directly or indirectly connected to the Regional Wastewater System including but not limited to single family dwelling, detached living structure with toilet, and each separate living unit of duplexes, apartments, townhouses, condominiums, and cooperative apartments.

(2420) "Special Assessments" are assessments approved, set, and levied by the Governing Board for properties benefitted by the construction, acquisition, extension and operation of the Regional Wastewater System on the basis of the total cost to the District of construction, reconstruction, labor, materials, acquisition, property rights, surveys, design, engineering, legal, administration, operation, maintenance, and all other expenses necessary or incidental to completion of the specially assessed improvements.

(2524) "Subregional Collection Facilities" means neighborhood gravity collection lines, collection manholes, force mains, lift stations and pump stations intended primarily to collect and transport wastewater from the subregional system to the ~~Regional~~ ~~Transmission~~ ~~Facility~~.

(2622) "Transmission System Master Plan" means the report on "Wastewater Collection System Master Plan" for the District dated February 1981 or the latest updated version of the report approved by the Governing Board. The report contains maps and describes those transmission mains, pump stations, lift stations, gravity collectors and interceptors, which constitute the facilities of the ~~Regional~~ ~~Transmission~~ ~~Facility~~ ~~system~~.

Specific Authority Chapter 2021-249, Laws of Florida. Law Implemented Chapter 2021-249, Section 6(6), (8), (9), (11), (12), and (27), and Section 8. History – New 12-9-76, Amended 9-26-78, 5-21-81, 3-15-2012, 3-20-2014, 3-19-2015, 6-18-2015, 3-17-2016, 3-21-2019, 3-17-22, 3-19-2026. Formerly 31-10.01.

31-10.002 Residential Equivalent Connections.

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

- 1) Residential Equivalent Connections are calculated as:

- (a) One (1) toilet (water closet) equals 1.000 Equivalent Connection.
- (b) ~~each additional toilet up to 5 equals 0.25 Equivalent Connections~~ ~~Two (2) toilets (water closets) equals 1.250 Equivalent Connections.~~
- (c) ~~each additional toilet up to 7 equals 0.20 Equivalent Connections.~~ ~~Three (3) toilets (water closets) equals 1.500 Equivalent Connections.~~
- (d) ~~each additional toilet over 7 equals 0.1 Equivalent Connections.~~ ~~Four (4) or more toilets (water closets) equals 1.750 Equivalent Connections.~~

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

TYPE OF USE	EQUIVALENT CONNECTIONS
Residential Unit with 1 toilet	1.0
Residential Unit with 2 toilets	1.25
Residential Unit with 3 toilets	1.50
Residential Unit with 4 or more toilets	1.75
Residential Unit with 5 toilets	2.00
Residential Unit with 6 toilets	2.20
Residential Unit with 7 toilets	2.40
Each additional Residential Unit toilet over 7	+ 0.10 per toilet
Nurseries/Day Care	1.0 per 550 square feet of gross space
Limited Live/Work Unit (500 sq. ft. or less of work use) as designated by zoning authority	0.5 per unit plus applicable Residential E.C. -

Standard Live/Work Unit (more than 500 sq. ft. of work use) as designated by zoning authority	1.0 per unit plus applicable Residential E.C.
---	---

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

31-10.003 Non-Residential Equivalent Connections.

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

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

TYPE OF USE	EQUIVALENT CONNECTIONS
Tavern (Bar)	.040.10 per seat
Restaurant (regular)	.060.20 per seat
Restaurant (24 hours)	.100.30 per seat
<u>Restaurant (take-out)</u>	<u>0.20 per seat</u> <u>or 1.0 per toilet or urinal[†] whichever is greatest</u>
Trailer Park and-or Mobile Home Park	<u>Each space treated as individual residential unit (see 31-10.002) with minimum of 1 per space</u>
<u>Place of Assembly with commercial kitchen</u>	<u>0.04 per seat</u>
<u>Place of Assembly without commercial kitchen</u>	<u>0.75 per 1000 sq. ft. (gross building area)</u> <u>or 1.0 per toilet or urinal[†] whichever is greatest</u>

Hotel or Motel (no Bar or Restaurant)	1.0 per unit + 1.0 per common area and/or employee toilet <u>or urinal</u> [†] Bar/Restaurant calculated separately
Hospital	.80 1.0 per bed + 1.0 per common area and/or employee toilet <u>or urinal</u> [†]
Nursing <u>Home</u> , Rest Home , <u>or Adult Congregate Living Facilities</u>	.400 .50 per bed + 1.0 per common area and/or employee toilet <u>or urinal</u> [†]
Assisted Living Facility / Adult Congregate Living Facility	.575 per bed + 1.0 per common area and/or employee toilet
High School and Middle School	.080 .07 per pupil student + 0.08 per <u>faculty</u>
Elementary School and Pre-School	.06 per pupil
Office Buildings	.75 per 1000 sq. ft. (gross building area) or 1.0 per toilet <u>or urinal</u> [†] whichever is greatest
Large Single Use Retail (>20,000 sq. ft.) Shopping Centers without food or laundry	.50 per 1000 sq. ft. (gross building area) or 1.0 per toilet <u>or urinal</u> [†] whichever is greatest
Laundromats <u>or facilities with commercial grade washing machines</u>	1.1 per washing machine
Recreational Vehicle (RV) Park	0.75 per recreational vehicle space + 1.0 per common area and/or employee toilet
Swimming Pool Backwash Discharge	0.10 .5 per 3,000 gallons <u>per month</u>
Elevator Sump	0.5 per sump
Marina pump out station	1.0 per pump out station
Public toilets in parks	1.0 per toilet <u>or urinal</u> [†]
Quasi-public toilets e.g., community recreation areas	1.0 per toilet <u>or urinal</u> [†]
<u>Carwash</u>	<u>District Engineering review required</u>
<u>Warehouse and/or Storage</u>	<u>0.08 per employee, 0.05 per loading bay, 0.005 per self-storage unit, and 1.0 per toilet or urinal</u> [†]

[†] only for urinals installed to offset the number of toilets installed

~~or~~,

(d) As may be determined by the District's Director of Engineering; or

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

Specific Authority Chapter 2021-249, Laws of Florida. Law Implemented Chapter 2021-249, Sections 6(6), (8), (9), (11), and (19), and Section 8, and Sections 6(9), (12) and (27). History- New 12-9-76, Amended 6-25-78, 9-26-78, 5-21-81, 4-25-84, 6-30-85. Formerly 31-10.03. Amended 3-23-00, 3-17-05, 3-16-06, 03-18-10, 3-20-2014, 6-18-2015, 3-17-2016, 3-17-22, 3-19-2026.

31-10.004 Application for Sewer Service.

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

(1) ~~1. i~~ If a new customer or an existing customer upon Renovation of their Unit, submit an application form as provided on the District website (“Application for Sewer Service”) to the District’s Customer Service Department in person;

(2) ~~2. p~~ Provide proper personal identification and proof of ownership of the property at which sewer service is desired. The District may accept telephone or electronic orders for utility service from existing customers with an active District account provided that the Owner provides the District proper personal identification (driver's license number or state identification card number) that matches the previous information in the Owner’s record and proof of ownership of the property at which service is desired; and

(3) ~~3. p~~ Pay all outstanding fees and charges owed to the District for the subject property, including any delinquent fees and/or charges.

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

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

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

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

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

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

PLANT CONNECTION CHARGES

April 1, 2025 thru March 31, 2026 @ ~~\$2,006.00~~~~1,953.00~~ per E-C.

REGIONAL TRANSMISSION SYSTEM LINE CHARGES

April 1, 2025 thru 31 March 31, 2026 @ ~~\$1,302.00~~~~1,268.00~~ per E-C.

ADMINISTRATIVE CHARGES

April 1, 2025 thru March 31, 2026 @ ~~\$188.35~~~~183.40~~ per E-C.

Commencing April 1, ~~2026~~~~2025~~ and thereafter, Plant Connection Charges, Regional Transmission System Line Charges, and Administrative Charges shall increase (or decrease) based upon the annual increase (or decrease) in the Engineering News Record Construction Cost Index published in the February edition of each year.

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

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

connected to the District's ~~system~~ Regional Wastewater System within one (1) year of the time that the line serving said property is formally declared Available by the Governing Board, it will at the time of connection pay full Plant Connection Charges, Regional Transmission System Line Charges, and Administrative Charges as are applicable to new construction at time that connection is made regardless of the date of certificate of occupancy.

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

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

(5)(a) Western Indiantown Road Subregional Collection Facilities: Subregional Transmission System Line Charges for the Western Indiantown Road Subregional Collection Facilities shall be ~~\$2,182.582,092.80~~ per Equivalent Connection. Commitment of service shall not exceed those total capacity limitations as authorized for commitment by the Governing Board. The full amount of the Subregional Line Charges shall be due and payable at the time commitment of service is made. Those buildings or structures having certificates of occupancy prior to January 20, 2012, the date this transmission system line was deemed Available, may finance this Subregional Line Charge over twenty (20) years at a fixed interest rate equal to the current Wall Street Journal Prime Rate plus two (2.0%) percent, but not to exceed 8%, existing at the time commitment of service is made, with no prepayment penalty, to be collected by non-ad Valorem tax roll.

5(b) Inlet Village Subregional Line Charge for Inlet Village Subregional Collection Facilities. The rate of the Inlet Village Subregional Line Charge shall be ~~\$2,588.682,482.20~~ per Equivalent Connection. Commitment of service shall not exceed those total capacity limitations as authorized for commitment by the Governing Board. The full amount of the Subregional Line Charges shall be due and

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

5(c) Rocking Horse Lane Subregional Line Charge for Rocking Horse Lane Subregional Collection Facilities. The rate of the Rocking Horse Lane Subregional Line Charge shall be ~~\$721.75692.07~~ per Equivalent Connection. Commitment of service shall not exceed those total capacity limitations as authorized for commitment by the Governing Board. The full amount of the Subregional Line Charges shall be due and payable at the time commitment of service is made, except those buildings or structures having certificates of occupancy prior to the date this transmission system line is deemed Available, may finance this Subregional Line Charge over twenty (20) years at a fixed interest rate equal to the current Wall Street Journal Prime Rate plus two (2.0%) percent, but not to exceed 8%, existing at the time commitment of service is made, with no prepayment penalty, to be collected by non-ad valorem tax roll.

5(d) 66th Terrace Phase 1 Subregional Line Charge for 66th Terrace Phase 1 Subregional Collection Facilities. The rate of the 66th Terrace Phase 1 Subregional Line Charge shall be ~~\$728.29698.33~~ per Equivalent Connection. Commitment of service shall not exceed those total capacity limitations as authorized for commitment by the Governing Board of the District. The full amount of the Subregional Line Charges shall be due and payable at the time commitment of service is made, except those buildings or structures having certificates of occupancy prior to the date this transmission system line is deemed ~~a~~available, may finance this Subregional Line Charge over twenty (20) years at a fixed interest rate equal to the current Wall Street Journal Prime Rate plus two (2.0%) percent, but not to exceed 8%, existing at the time commitment of service is made, with no prepayment penalty, to be collected by Non-Ad Valorem tax roll.

5(e) Jamaica Drive Phase 1 Subregional Line Charge for Jamaica Drive Phase 1 Subregional Collection Facilities. The rate of the Jamaica Drive Phase 1 Subregional Line Charge shall be ~~\$1,059.441,015.86~~ per Equivalent Connection. Commitment of service shall not exceed those total capacity limitations as authorized for

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

5(f) 69th Terrace Phase 1 Subregional Line Charge for 69th Terrace Phase 1 Subregional Collection Facilities. The rate of the 69th Terrace Phase 1 Subregional Line Charge shall be \$~~1,274.07~~1,221.66 per Equivalent Connection. Commitment of service shall not exceed those total capacity limitations as authorized for commitment by the Governing Board of the District. The full amount of the Subregional Line Charges shall be due and payable at the time commitment of service is made, except those buildings or structures having certificates of occupancy prior to the date this transmission system line is deemed ~~a~~Aavailable, may finance this Subregional Line Charge over twenty (20) years at a fixed interest rate equal to the current Wall Street Journal Prime Rate plus two (2.0%) percent, but not to exceed 8%, existing at the time commitment of service is made, with no prepayment penalty, to be collected by Non-Ad Valorem tax roll.

5(g) SE Island Way Martin County Parcel ID 28-40-42-000-000-00020-5 Subregional Line Charge for SE Island Way Martin County Parcel ID 28-40-42-000-000-00020-5 Subregional Collection Facilities. The rate of the SE Island Way Martin County Parcel ID 28-40-42-000-000-00020-5 Subregional Line Charge shall be \$~~6,109.88~~5858.55 per Equivalent Connection. Commitment of service shall not exceed those total capacity limitations as authorized for commitment by the Governing Board of the District. The full amount of the Subregional Line Charges shall be due and payable at the time commitment of service is made, except those buildings or structures having certificates of occupancy prior to the date this transmission system line is deemed ~~a~~Aavailable, may finance this Subregional Line Charge over twenty (20) years at a fixed interest rate equal to the current Wall Street Journal Prime Rate plus two (2.0%) percent, but not to exceed 8%, existing at the

time commitment of service is made, with no prepayment penalty, to be collected by Non-Ad Valorem tax roll.

5(h) Jamaica Drive Phase 2 Subregional Line Charge for Jamaica Drive Phase 2 Subregional Collection Facilities. The rate of the Jamaica Drive Phase 2 Subregional Line Charge shall be ~~\$855.18820.00~~ per Equivalent Connection. Commitment of service shall not exceed those total capacity limitations as authorized for commitment by the Governing Board of the District. The full amount of the Subregional Line Charges shall be due and payable at the time commitment of service is made, except those buildings or structures having certificates of occupancy prior to the date this facility is deemed ~~a~~Aavailable, may finance this Subregional Line Charge over twenty (20) years at a fixed interest rate equal to the current Wall Street Journal Prime Rate plus two (2.0%) percent, but not to exceed 8%, existing at the time commitment of service is made, with no prepayment penalty, to be collected by Non-Ad Valorem tax roll.

5(i) Harbor Road South Subregional Line Charge for Harbor Road South Subregional Collection Facilities. The rate of the Harbor Road South Subregional Line Charge shall be ~~\$1,006.45965.05~~ per Equivalent Connection. Commitment of service shall not exceed those total capacity limitations as authorized for commitment by the Governing Board of the District. The full amount of the Subregional Line Charges shall be due and payable at the time commitment of service is made, except those buildings or structures having certificates of occupancy prior to the date this facility is deemed ~~a~~Aavailable, may finance this Subregional Line Charge over twenty (20) years at a fixed interest rate equal to the current Wall Street Journal Prime Rate plus two (2.0%) percent, but not to exceed 8%, existing at the time commitment of service is made, with no prepayment penalty, to be collected by Non-Ad Valorem tax roll.

Specific Authority Chapter 2021-249, Laws of Florida, and Section 381.00655, Florida Statutes. Law Implemented Chapter 2021-249, Laws of Florida, Section 6(6), (9), (11), (12), and (19), and Section 8. History - New 12-9-76, Amended, 9-26-78, 12-12-78, 5-21-81, 5-24-82, 4-24-83, 4-25-84, 6-30-85, Formerly 31-10.05. Amended 6-30-86, 5-4-87, 4-17-88, 5-3-89, 5-13-90, 5-7-92, 5-9-93, 5-9-94, 5-19-96, 7-14-97, 11-1-98, 6-22-99, 3-23-00, 3-15-01, 3-21-02, 3-20-03, 3-18-04, 3-17-05, 3-16-06, 3-15-07, 3-20-08, 3-19-09, 3-18-10, 3-17-11, 3-15-2012, 6-21-2012, 3-21-2013, 3-20-2014, 3-19-2015, 3-17-2016, 3-16-2017, 3-21-2019, 10-15-2020, 3-17-22, 3-17-23, 10-20-23, 12-15-23, 3-21-2024, 9-19-2024, 3-20-2025, 5-15-2025, 3-19-2026.

31-10.006 Special Assessments.

Special Assessments are due and payable with interest at the time of transfer of the underlying real property for consideration as an at-arms-length transaction unless transferred to the real estate tax bill for the property as a continuing obligation of the property until paid in full. For additional information about the District's special assessments, see Rule Chapter 31-11 Special Assessments.

Specific Authority Chapter 2021-249, Laws of Florida, Section 6(10), (12), (19) and (27). Law Implemented Chapter 2021-249, Laws of Florida, Section 6(10), (12), (19), and (27). History - New 12-9-76, Amended, 9-26-78, 12-12-78, 5-21-81, 5-24-82, 4-24-83, 4-25-84, 6-30-85, Formerly 31-10.05. Amended 6-30-86, 5-4-87, 4-17-88, 5-3-89, 5-13-90, 5-7-92, 5-9-93, 5-9-94, 5-19-96, 7-14-97, 11-1-98, 6-22-99, 3-23-00, 3-15-01, 3-21-02, 3-20-03, 3-18-04, 3-17-05, 3-16-06, 3-15-07, 3-20-08, 3-19-09, 3-18-10, 3-17-11, 3-15-2012, 3-17-22, 3-19-2026.

31-10.007 Quarterly Service Charges for Sewer Service.

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

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

~~For the period of April 1, 2025 thru March 31, 2026 @ \$60.26 per E.C.~~

For the period of April 1, 2026 thru ~~September 30, 2026~~March 31, 2027 @ \$~~63.27~~62.06 per E.C. not to exceed 1.75 ECs

For the period October 1, 2026 thru March 31, 2027 @ \$63.27 per EC

For the period of April 1, 2027 thru March 31, 2028 @ \$~~66.44~~63.92 per E.C.

For the period of April 1, 2028 thru March 31, 2029 @ \$~~69.76~~65.20 per E.C.

For the period of April 1, 2029 thru March 31, 2030 @ \$~~73.25~~67.16 per E.C.

For the period of April 1, 2030 thru March 31, 2031 @ \$76.91 per EC

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

~~For the period of April 1, 2025 thru March 31, 2026 @ \$6.88 per thousand gallons of metered potable water usage;~~

For the period of April 1, 2026 thru March 31, 2027 @ ~~\$7.22~~7.09 per thousand gallons of metered potable water usage;

For the period of April 1, 2027 thru March 31, 2028 @ ~~\$7.58~~7.30 per thousand gallons of metered potable water usage;

For the period of April 1, 2028 thru March 31, 2029 @ ~~\$7.96~~7.45 per thousand gallons of metered potable water usage;

For the period of April 1, 2029 thru March 31, 2030 @ ~~\$8.36~~7.67 per thousand gallons of metered potable water usage;

For the period of April 1, 2030 thru March 31, 2031 @ \$8.78 per thousand gallons of metered potable water usage;

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

~~For the period of April 1, 2025 thru March 31, 2026 @ \$82.46~~

For the period of April 1, 2026 thru March 31, 2027 @ ~~\$86.58~~84.94

For the period of April 1, 2027 thru March 31, 2028 @ ~~\$90.91~~87.48

For the period of April 1, 2028 thru March 31, 2029 @ ~~\$95.46~~89.23

For the period of April 1, 2029 thru March 31, 2030 @ ~~\$100.23~~91.91

For the period of April 1, 2030 thru March 31, 2031 @ \$105.24.

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

~~For the period of April 1, 2025 thru March 31, 2026 @ \$82.46 per E.C.~~

For the period of April 1, 2026 thru March 31, 2027 @ ~~\$86.58~~84.94 per E.C.

For the period of April 1, 2027 thru March 31, 2028 @ ~~\$90.91~~87.48 per E.C.

For the period of April 1, 2028 thru March 31, 2029 @ ~~\$95.46~~89.23 per E.C.

For the period of April 1, 2029 thru March 31, 2030 @ ~~\$100.23~~91.91 per E.C.

For the period of April 1, 2030 thru March 31, 2031 @ \$105.24 per EC

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

- (a) sewer disconnection in coordination with the District’s Engineering Department ~~and according to District standards, which will include (i) completion of an Application to Disconnect Sewer Service, (ii) payment of a Cut and Cap Inspection Fee of \$95.00, and (iii) cut and cap inspection confirmed compliance with District’s Manual of Minimum Construction Standards and Technical Specifications,~~ or
- (b) proof of designation as uninhabitable by a municipal authority (e.g., fire official, building official).

(3) The Quarterly Service Availability Standby Charge shall be due and payable for each Equivalent Connection reserving service availability, commencing upon the reserving of service availability and shall continue to be owing for each quarter and paid promptly upon billing in the manner as provided for the Quarterly Service Charge thereafter until payment of the Plant Connection Charge. The amount of the Quarterly Service Availability Standby Charge shall be sixty-eight percent (68%) of the Quarterly Service Charge which is set based upon the fixed expenses incurred by the District in operating the plant and the Regional Wastewater System excluding the variable costs related to the amount of sewerage processed.

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

Specific Authority Chapter 2021-249, Laws of Florida. Law Implemented Chapter 2021-249, Laws of Florida Section 6(6) (8), (9), (11), (19), and (27), and Section 8. History - New 12-9-76, Amended 6-25-78, 9-26-78, 12-12-78, 11-28-79, 5-21-81, 5-24-82, 10-12-82, 4-24-83, 5-24-84,6-30-85,

Formerly 31-10.07. Amended, 6-30-86, 5-4-87, 4-17-88, 5-3-89, 5-13-90, 5-12-91, 5-7-92, 5-10-93, 5-7-94, 5-7-95, 5-19-96, 7-14-97, 11-1-98, 6-22-99, 3-23-00, 3-15-01, 3-21-02, 3-20-03, 3-18-04, 3-17-05, 3-16-06, 3-15-07, 3-20-08, 3-19-09, 3-18-10, 3-17-11, 3-15-2012, 3-21-2013, 3-20-2014, 3-19-2015, 6-18-2015, 3-17-2016, 3-16-2017, 3-21-2019, 3-17-22, 3-17-23, 3-21-2024, 3-20-2025, 3-19-2026.

31-10.008 Determination of Equivalent Connections.

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

Specific Authority Chapter 2021-249, Laws of Florida. Law Implemented Chapter 2021-249, Laws of Florida, Section 6(6) and (9), and Section 8. History - New 12-9-76. Amended 9-26-78, Formerly 31-10.08, Amended 3-15-2012, 3-19-2015, 3-17-22, 3-19-2026.

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

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

(2) Payment. All payments to the District shall be made using U.S. funds (dollars). Payment may be made in cash, check, electronic check, money order, electronic bill pay, direct debit, a Master Card or Visa debit card, or credit card or a Discover credit card. All checks shall be in a form that complies with the standards for cash items adopted by the Federal Reserve System to facilitate the sorting, routing, and mechanized processing of such items. Payment made using debit card or credit card is limited to a maximum of \$5,000.00 per account per month.

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

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

(5) Interest and Enforcement. Upon default, delinquent sewer charges bear interest at twelve percent (12%) per annum computed from the default date until paid. The District may issue

Effective ~~4-1-2026~~ 16-2025

~~written notice, discontinue service, and pursue any legal remedies, including suit to recover unpaid amounts with legal interest, penalties, costs, and reasonable attorney's fees. While a customer is actively enrolled and compliant with a District-approved Delinquent Account Payment Plan, interest and delinquent fees on the arrears covered by the plan are suspended; if the plan defaults, such fees and interest resume per this subsection. When the fees, rates, or charges for the services and facilities of any system are not paid when due and are in default as set forth above, the District shall provide written notice to the Owner that the District may discontinue and shut off the supply of services and facilities to the property until all fees, rates, or charges, including interest at twelve percent (12%) per annum, plus all penalties and charges for the shutting off and discontinuance and the restoration of such services or facilities are fully paid. If the fees or charges remain unpaid for thirty (30) days after being due, such delinquent fees, rates, or charges shall bear interest at the rate of twelve percent (12%) per annum computed from the date when originally due, until paid and the District may discontinue the supply of service and facilities to the property. The District may file suit in a court of competent jurisdiction to recover any delinquent fees or charges, together with legal interest, penalties, and charges for the shutting off and discontinuance and the restoration of such services or facilities and all other costs and other expenses, including court costs and reasonable attorney's fees.~~

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

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

Furthermore, rates, fees, and charges will not be discounted for any organization, regardless of tax status, unless required by law.

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

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

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

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

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

The following matters are addressed in the Standard Developer Agreement:

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

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

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

- (a) The reservation of the agreed service availability in the ~~R~~Regional ~~W~~Wastewater ~~S~~System on the subject property in terms of equivalent connections.
- (b) Requiring payment of a Quarterly Service Availability Standby Charge and prepayment of twelve (12) months thereof.
- (c) Providing a duration of the shorter of twelve (12) months or thirty (30) days after applicant obtains a development order.
- (d) Providing for the unexpired portion of the prepaid Quarterly Service Availability Standby Charge to be refunded to the applicant if the development order is denied, or credited to the Service Availability Standby Charge if a Standard Developer's Agreement is entered into by the applicant within thirty (30) days of the development order.
- (e) Describing the reservation of service availability in terms of the equivalent connections as non-assignable, non-transferable, and running with the land, and describing exceptions.
- (f) Describing payment, including rates, fees, and charges of the District, and obligations and providing for recovery of costs and attorney's fees.

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

31-10.012 Exceptions to the Payment of Connection Charges.

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

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

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

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

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

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

(3) “Retail I.Q. User” is defined as a user of I.Q. Water, for which the I.Q. Water is pumped by the District, to a storage facility, such as ponds, lakes or tanks, at an off-site location. The I.Q. Water is then pumped by the District from the storage facility, into the lines that deliver I.Q. Water to the User’s property for further distribution and irrigation by the User.

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

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

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

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

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

For the period of April 1, 2026 thru March 31, 2027 ~~\$0.5252~~ **\$0.5152** per 1,000 gallons.

For the period of April 1, 2027 thru March 31, 2028 ~~\$0.5515~~ **\$0.5307** per 1,000 gallons.

For the period of April 1, 2028 thru March 31, 2029 ~~\$0.5790~~ **\$0.5466** per 1,000 gallons.

For the period of April 1, 2029 thru March 31, 2030 ~~\$0.6080~~ **\$0.5630** per 1,000 gallons.

~~For the period of April 1, 2030 thru March 31, 2031 \$0.6384 per 1,000 gallons.~~

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

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

For the period of April 1, 2026 thru March 31, 2027 ~~\$0.7104~~ **\$0.6969** per 1,000 gallons.

For the period of April 1, 2027 thru March 31, 2028 ~~\$0.7460~~ **\$0.7178** per 1,000 gallons.

For the period of April 1, 2028 thru March 31, 2029 ~~\$0.7832~~ **\$0.7393** per 1,000 gallons.

For the period of April 1, 2029 thru March 31, 2030 ~~\$0.8224~~ **\$0.7615** per 1,000 gallons.

~~For the period of April 1, 2030 thru March 31, 2031 \$0.8635 per 1,000 gallons.~~

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

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

For the period of April 1, 2026 thru March 31, 2027 ~~\$0.9664~~ **\$0.9480** per 1,000 gallons.

The District may revise its schedule of rates, fees, and charges in accordance with the Loxahatchee River Environmental Control District Act codified in Chapter 2021-249, Laws of Florida, all applicable District rules, and all relevant laws. It is the District’s intention to evaluate

the sufficiency of I.Q. Water rates during the annual Rate Study, which typically occurs in February and March with potential rate adjustments implemented April 1st. The I.Q. Rate shall be billed monthly or such other billing cycle period as the District may determine.

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

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

Specific Authority Chapter 2101-249, Laws of Florida. Law Implemented Chapter 2021-249, Laws of Florida, Sections 6(6), (8), (9), (11), (12), and (27), and Section 8; History-New 7-23-97, Amended 11-1-98, 3-16-06, 3-18-10, 3-21-2013, 3-19-2015, 3-21-2019, 2-20-2020, 3-17-22, 3-17-23, 3-21-2024, 3-20-2025, 3-19-2026.

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

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

- (a) Owner is delinquent with installation of the low pressure pumping system for their wastewater service.
- (b) The District has been holding their Pump Unit since the completion of the sewer project.
- (c) The Pump Unit was included in their assessment and is their responsibility to install.
- (d) The District will no longer hold the Pump Unit for their pick up and installation.
- (e) If not picked up within thirty (30) days, the Pump Unit will be delivered at an additional Delivery Charge of \$300.00 to the Owner (the “Delivery Charge”).
- (f) The Pumping Unit will be delivered in good working order, suitable for District’s future maintenance.
- (g) If the Owner fails to have the Pump Unit installed within forty-five (45) days and there is damage to the Pump Unit components, the Owner will be responsible for the

cost to provide a Pump Unit in good working order for District maintenance in the future.

2. If the Pump Unit is not picked up within thirty (30) days after the First Delivery Notice, the Second Delivery Notice shall be sent to the Owner which shall provide:

- (a) Pump Delivery will be made on a date and time certain.
- (b) The Pump Unit and appurtenances will be delivered to the most accessible location on the Property or a mutually convenient location as discussed with Owner.
- (c) A written report will be made of each delivery with photographs of the Pump Unit placement at time of delivery and condition of surrounding area. The District will request written receipt from the Owner for the Pump Unit, however it is not mandatory for the Property Owner to provide or for the District to obtain.
- (d) The written report shall be signed by two District personnel, witnessed and notarized, and made part of the District's records.

3. After delivery, the Owner will be provided written notification that their Pump Unit has been delivered and an Invoice will be provided for the Delivery Charge.

4. All correspondence to be provided by certified mail with return receipt and regular mail.

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

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

(1) Property Owners may request a Termination/Abandonment of easement. Requests shall be accompanied by an application and application fee in the amount of \$~~586.54~~~~571.12~~.

(2) The application fee for termination/abandonment of easements shall increase (or decrease) based upon the annual increase (or decrease) in the Engineering News Record Construction Cost Index published in the February edition of each year.

Specific Authority Chapter 2021-249, Laws of Florida. Law Implemented Chapter 2021-249, Laws of Florida, Sections 6(9). History-New 10-20-2023, 3-21-2024, 3-20-2025, 3-19-2026.

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

March 10, 2026

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

NO CHANGE IN STATUS since February 2026 Report:

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 when LRD engineering completes the conceptual engineering design 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: March 13, 2026
 Subject: Monthly Financial Report

Cash and Investments Balance

Balance as of February 28, 2026

Institution	Rate	Monthly Change in Investment	Market Value
U.S. Treasuries:			
U.S. Treasuries - Due 5/21/26	3.68%	\$ 18,037	\$ 7,844,048
Subtotal		\$ 18,037	\$ 7,844,048
Investment Accounts:			
Florida Prime - SBA	3.84%	\$ 34,204	\$ 10,017,565
Florida FIT - Preferred Deposit Pool	3.53%	21,019	7,792,478
Florida FIT - Cash Pool	4.02%	13,075	4,275,650
Bank United - Public Funds Reserve	3.20%	5,658	2,309,308
Subtotal		\$ 73,956	\$ 24,395,001
Cash Account:			
Truist-Hybrid Business Account	2.25%	\$ 7,689	\$ 6,050,923
Schwab Sweep Account	0.05%		253
Subtotal		\$ 7,689	\$ 6,051,176
Total		\$ 99,682	\$ 38,290,225

Investment Policy Compliance

Performance Measurements

Average weighted rate of return on investments is: 3.47%. As of 2/28/26, 3-month U.S. Treasuries were 3.59% and the 1-month Federal Fund Rate was 3.64%. The District's return was lower than the U.S. Treasury rate and the Federal Funds rate because more than \$5.2 million was held in the Operating Account earning less than 3%.

Kevin L. Baker
CHAIRMAN

Dr. Matt H. Rostock
BOARD MEMBER

Stephen B. Rockoff
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

Water Reclamation - Environmental Education - River Restoration

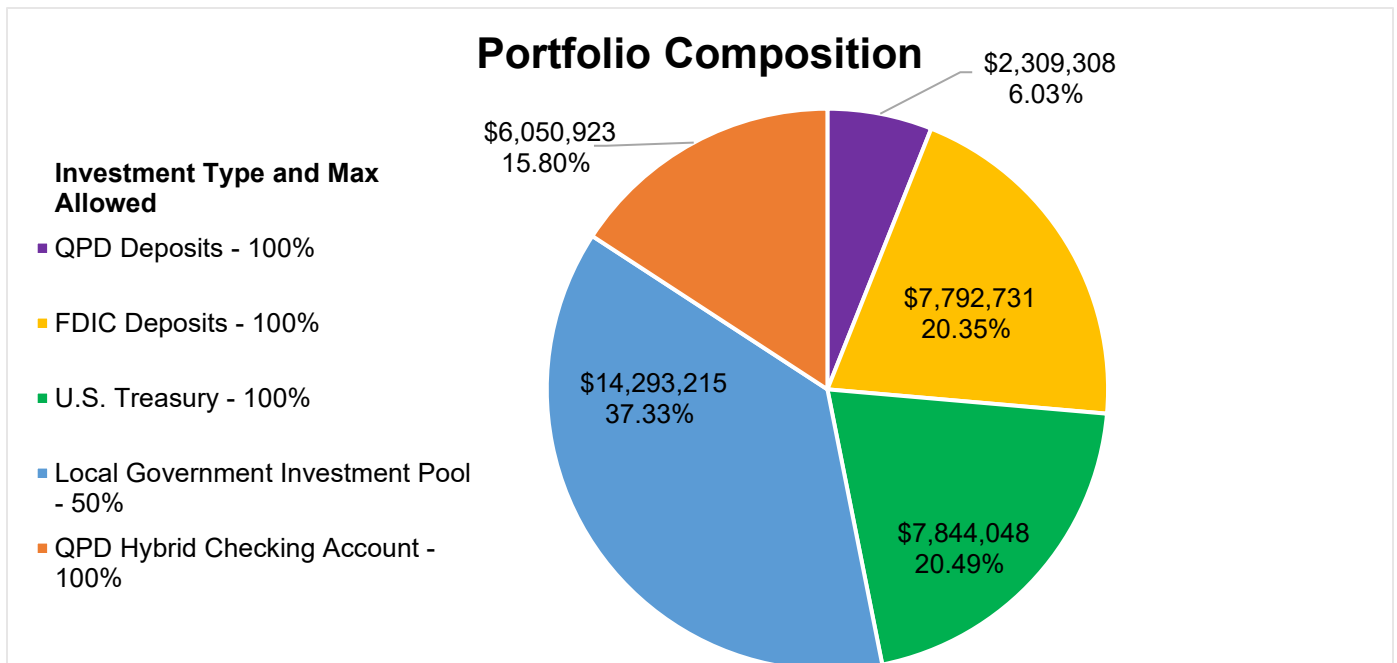
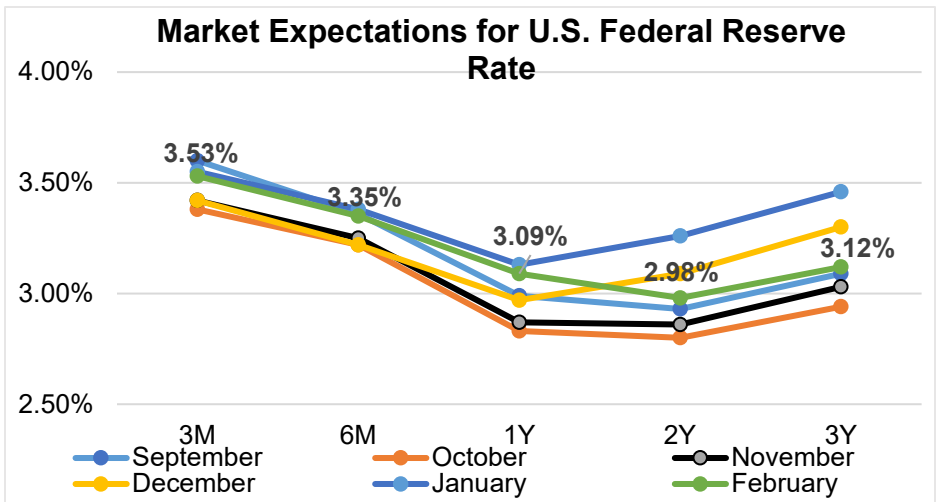
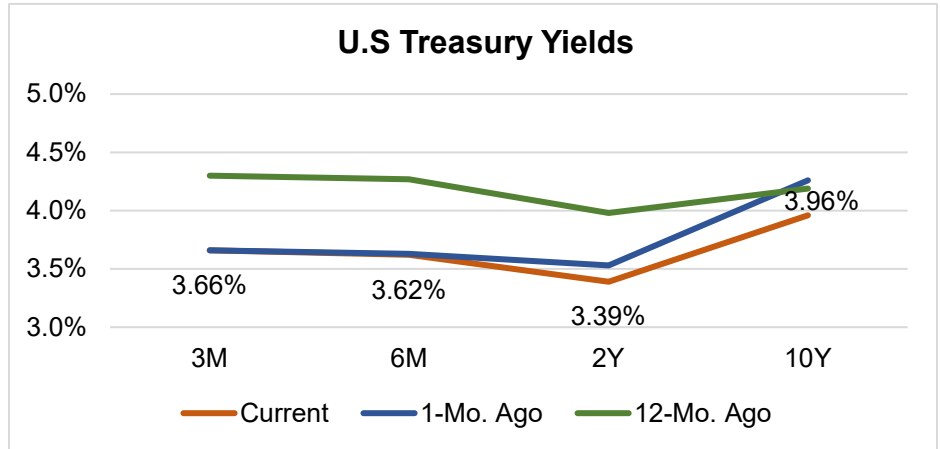
The Federal Reserve cut interest rates by 25 basis points in September, October, and again in December bringing the target range to 3.50% to 3.75%. Currently, Local Government Surplus Funds, such as Florida PRIME and Florida FIT, are offering highly competitive yields between 3.53% and 4.02%, while also providing daily liquidity.

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 February 28, 2026.*

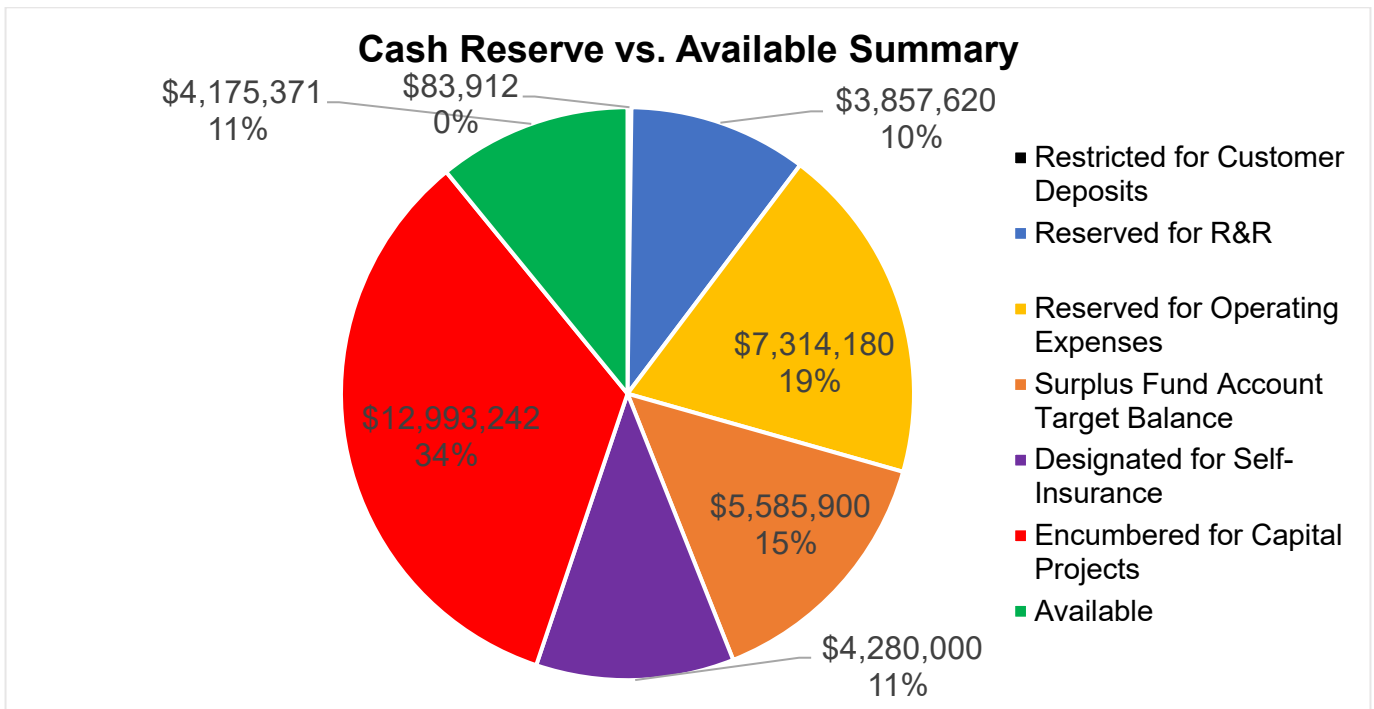
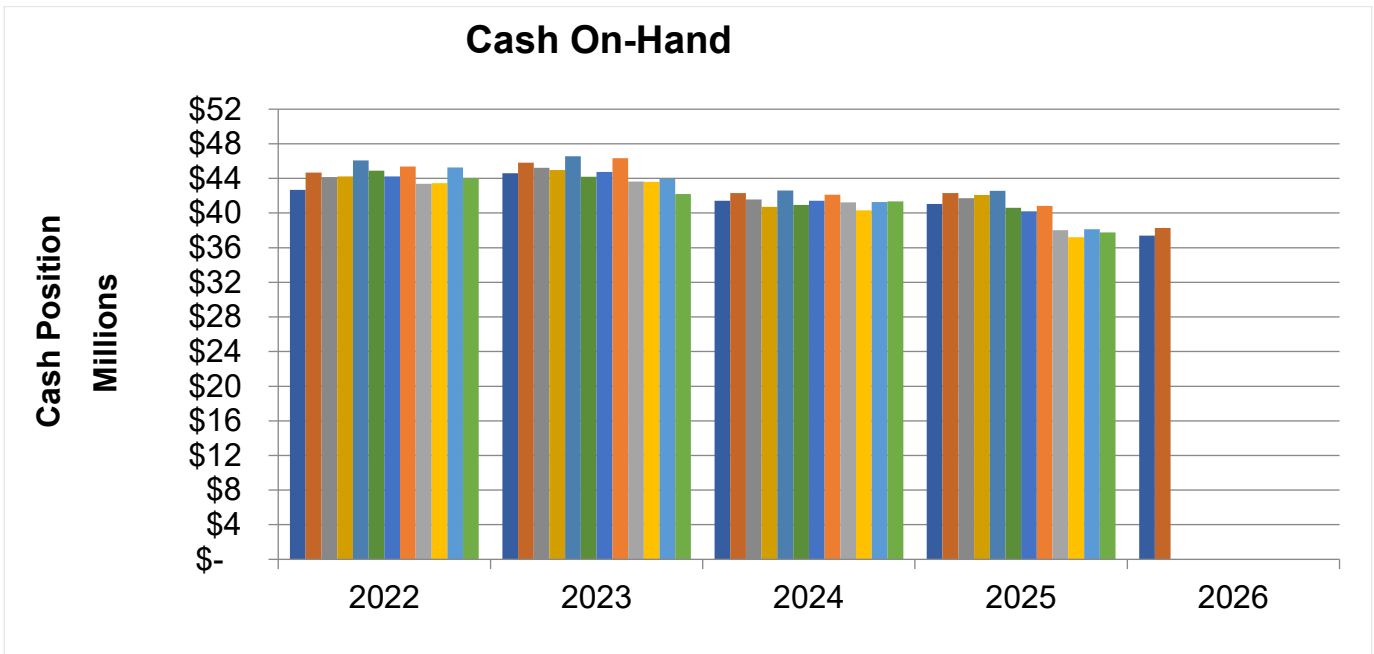
Portfolio Composition

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 February 2025 was \$42,294,246. Current Cash position is down by \$4,004,021.



Financial Information

- Legal fees billed in February totaled \$5,100. The fiscal year-to-date total is \$34,800.
- Estoppel fees collected in February totaled \$8,160. The fiscal year-to-date total is \$33,270.
- There was no septage billing in February.
- Developer’s Agreement – There was one new Developer Agreement in February.
- I.Q. Water Agreements –Antigua is past due for December, January and February.

Summary of Budget vs. Actual

Budget Benchmark 41.67%	Feb-26 Actual	YTD Actual	FY 26 Budget	% Target	Feb-25 YTD
Revenues					
Operating Revenues					
Regional Sewer Service	\$ 1,617,250	\$ 8,085,857	\$19,668,000	41.11%	\$7,797,137
Standby Sewer Service	8,957	47,538	113,000	42.07%	49,920
IQ Water Charges	214,572	1,053,772	2,506,000	42.05%	1,029,936
Admin. and Engineering Fees	10,193	13,825	51,000	27.11%	5,918
Other Revenue	79,444	303,104	463,766	65.36%	225,266
Subtotal Operating Revenues	1,930,416	9,504,096	22,801,766	41.68%	9,108,177
Capital Revenues					
Assessments	\$ 21,478	\$ 655,292	887,000	73.88%	718,000
Line Charges	70,475	95,265	250,000	38.11%	43,519
Plant Charges	108,548	180,409	467,000	38.63%	193,990
Subtotal Capital Revenues	200,501	930,966	1,604,000	58.04%	955,509
Other Revenues					
Grants			42,360	0.00%	3,000
Interest Income	111,357	951,777	2,003,700	47.50%	1,126,821
Subtotal Other Revenues	111,357	951,777	2,046,060	46.52%	1,129,821
Total Revenues	\$ 2,242,274	\$ 11,386,839	\$ 26,451,826	43.05%	\$ 11,193,507

	Feb-26 Actual	YTD Actual	YTD Encumbered	FY 26 Budget	Budget Remaining	% Target	Feb-25 YTD
Expenses							
Operating							
Salaries and Wages	\$ 633,399	\$ 3,152,336	\$	\$8,798,100	\$5,645,764	35.83%	\$3,103,493
Payroll Taxes	46,442	222,449		620,600	398,151	35.84%	220,240
Retirement Contributions	91,314	469,653		1,297,600	827,947	36.19%	475,995
Employee Health Insurance	169,522	750,493		1,972,200	1,221,707	38.05%	667,981
Workers Comp Insurance		55,774		66,500	10,726	83.87%	56,145
General Insurance	7,788	447,888		491,910	44,022	91.05%	443,684
Supplies and Expenses	78,890	541,167	143,187	1,243,844	559,490	55.02%	451,067
Utilities	144,984	645,224		1,882,940	1,237,716	34.27%	619,178
Chemicals	24,766	89,094	49,002	274,000	135,904	50.40%	265,189
Repairs and Maintenance	231,681	1,195,848	457,502	2,794,694	1,141,344	59.16%	920,042
Outside Services	204,325	900,824	189,348	2,496,805	1,406,633	43.66%	799,842
Contingency				225,000	225,000	0.00%	
Subtotal Operating	1,633,111	8,470,750	839,039	22,164,193	12,854,404	38.22%	8,022,856
Capital							
Capital Improvements	\$ 818,728	\$ 2,694,223	\$12,993,242	\$ 15,642,000	\$ (45,465)	100.29%	\$ 1,955,774
Subtotal Capital	818,728	2,694,223	12,993,242	15,642,000	(45,465)	100.29%	1,955,774
Total Expenses	\$ 2,451,839	\$ 11,164,973	\$ 13,832,281	\$ 37,806,193	\$ 12,808,939	66.12%	\$ 9,978,630

Capital Reallocations

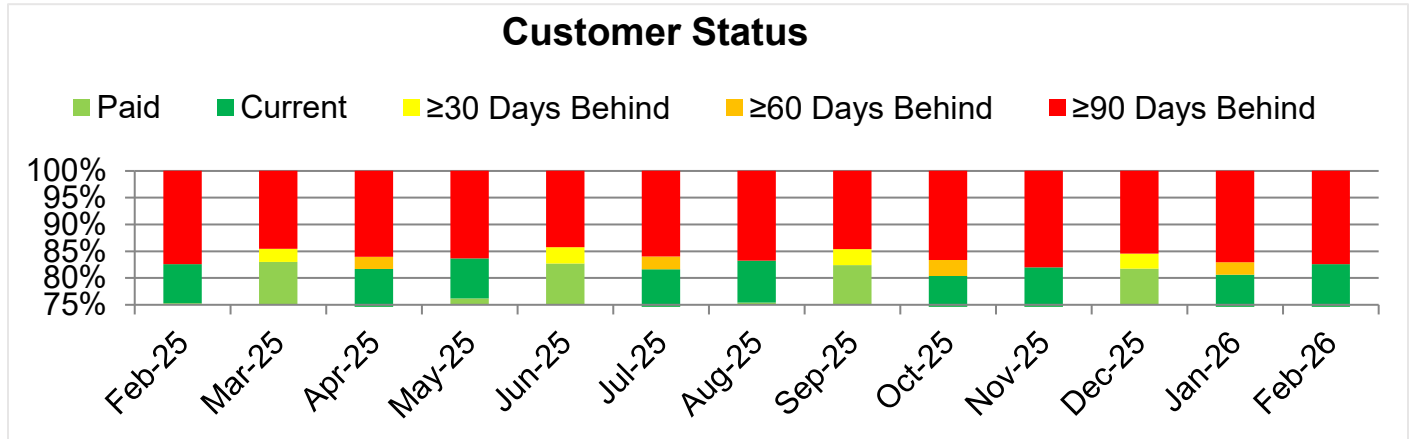
In accordance with the District's Budget Reallocation provision, funds have been reallocated within the Fiscal Year 2026 Budget to include:

- Security Master Plan - \$250,000 (proposed 2026 Rate Study)

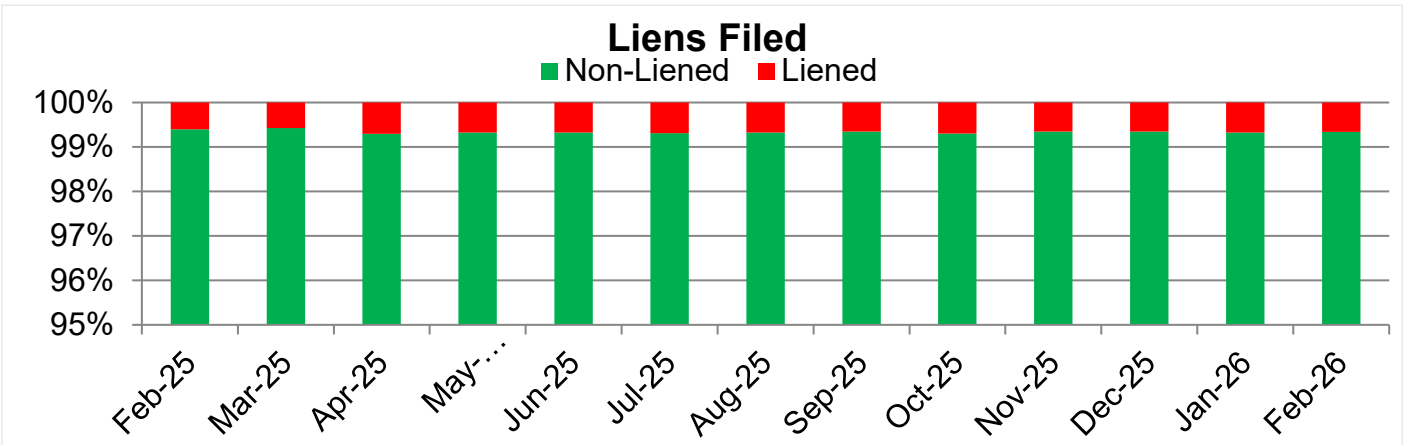
This reallocations is made to support timely execution of priority capital improvements while remaining within the approved Capital Improvement Plan and overall capital appropriation.

Accounts Receivable

The District’s first quarter billing was \$4,854,247, of this amount \$4,009,161 represents customer balances that are either paid or current. The chart below illustrates customers’ receivable status as a percentage of quarterly sewer billing. Paid or current balances represent approximately 83.0% of billing.



The District serves approximately 33,525 customers. Currently, the District has 221 liens filed which represent less than 1.0% of our customers.



Pending/Threatened Litigation

- No pending or threatened litigation.

Retirement Plan Administrative Committee Update

On March 3, 2026, the Retirement Plan Administrative Committee met to discuss the Fourth Quarter Retirement Plan results. As of December 1, 2025, the Plan had 93 participants with participant assets totalling \$18,757,772; an average of \$201,696 per participant and a median of \$88,502. The majority of the Plan’s balance continues to be in the Self-directed Brokerage accounts (46.0%); however, that percentage continues to gradually decline as new contributions are directed toward the Core Line-up. All funds in the core investment line up were deemed to meet fundamental credentials. Mr. Wan from Burgess, Chambers, and Associates, recommended adding the American Funds TDR 20270 R6 funds to the Investment lineup.

The Administrative Committee passed the following motion:

“That the Administrative Committee recommend to the District Governing Board adding American Funds TDR 2070 R6 (Ticker: RFBFX) to the Investment lineup, based on recommendation from the investment consultant.”



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

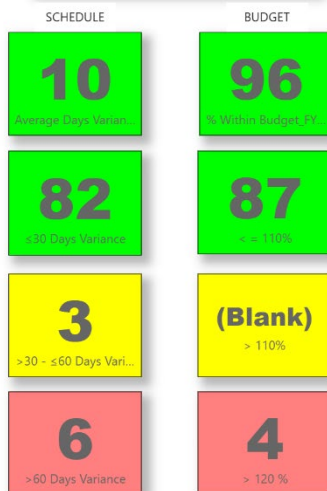
loxahatcheeriver.org

MEMORANDUM

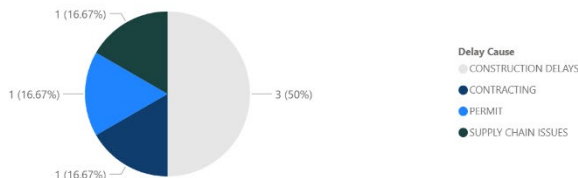
TO: D. Albrey Arrington, Ph.D., Executive Director
FROM: Kris Dean, P.E., Deputy Executive Director
DATE: March 12, 2026
SUBJECT: Capital Program Report



CAPITAL PROJECTS



>60 Days Variance (RED) by Delay Cause



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, $31 \leq 60$ 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 $\leq 110\%$, $> 110\%$ 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.

Kevin L. Baker
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

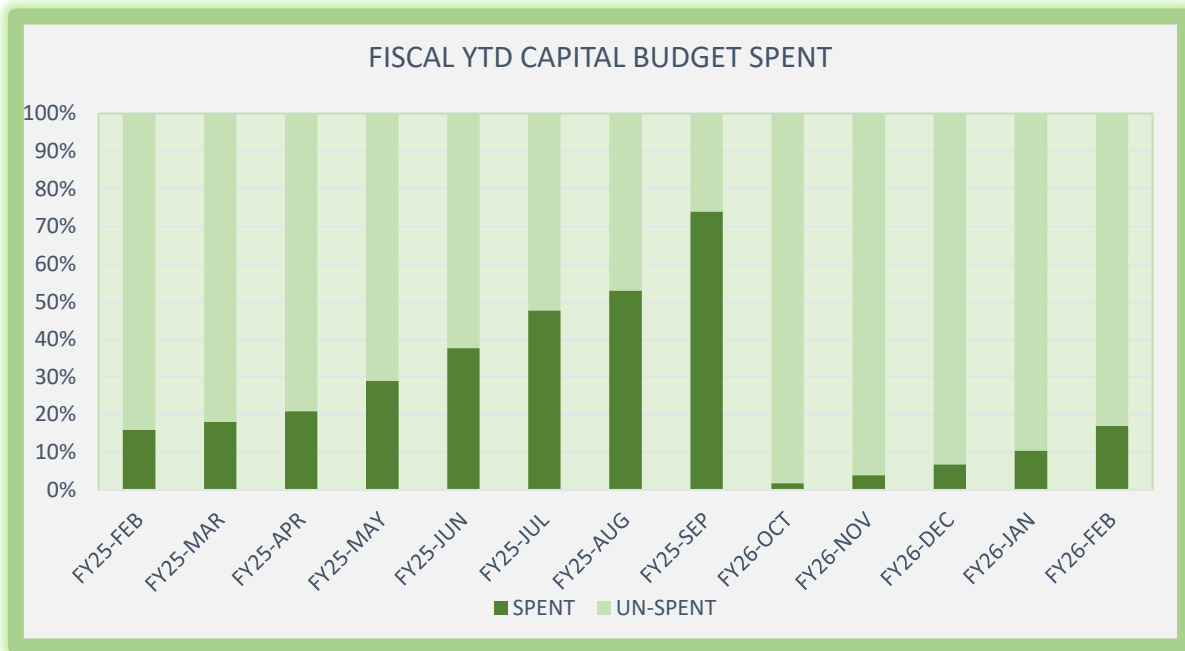
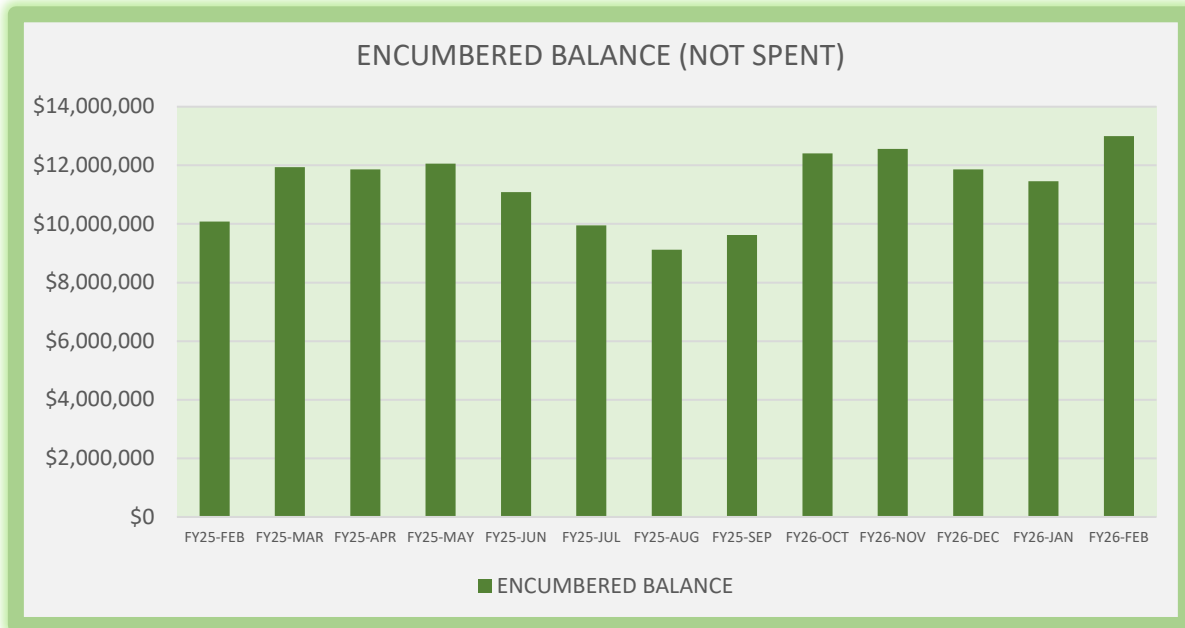
Stephen B. Rockoff
BOARD MEMBER

Gordon M. Boggie
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
LRD	(2) Ground Penetrating Radars - Replacement Units	CJ	47	0	8/31/2026	Working through procurement process.
LRD	17213 Bush Road Gravity Sewer System	CJ	100	0	2/23/2026	COMPLETE
LRD	2500 Jupiter Park Drive Site Improvements - Design/Bid	KD	22	-8	3/22/2028	DRAFT Design Criteria Report submitted and under review by the District
LRD	Administration and Operations Fire System	JP	11	29	10/29/2026	Prepared RFQ documents and sent out to three (3) qualified fire and security contractors on 3/10/26
LRD	Administration Building Improvements	KD	6	0	1/6/2027	Planning.
LRD	Aeration Basin Influent Gate Operator	JP	97	0	3/31/2026	Installation pending draining of Aerbay in coordination with selector zone improvements.
LRD	Biosolids Processing Facility - Investment Costs for Corrosion Projects	KD	0	0		SWA project. District is reimbursing for District portion of project. Schedule is not being tracked.
LRD	Blower Building Intake Louver Replacement	JP	0	0		Project placed on HOLD .
LRD	Clarifier 4 Rehabilitation	JP	100	0	2/18/2026	COMPLETE
LRD	Disaster Recovery Site Setup	JC	100	0	12/3/2025	Project Closed. Off-site infrastructure and/or cloud-based system is in the planning phase.
LRD	Door Access Card Reader Replacements	JC	51	0	6/1/2026	Working with staff to replace cards that are compatible with new readers 83% complete on this task
LRD	Engineering Services Offices	CJ	81	0	11/7/2026	Fiber/electrical work complete. Floor plan in progress.
LRD	Fleet - Unit 30 Replacement (COL)	JP	35	19	1/19/2027	Approved at 12/18/25 Board Meeting. PO issued on 1/6/26
LRD	Fleet - Unit 32 Replacement (EDU)	JP	47	18	9/18/2026	Approved at 12/18/25 Board Meeting. PO issued on 1/6/26
LRD	Fleet - Unit 33 Replacement (COL)	JP	100	0	12/29/2025	COMPLETE. New Unit 64 placed into service.
LRD	FY25 WWTP Process Valve Replacement - Injection Well Wellhead 24" Isolation Valve	JP	86	-34	3/27/2026	Valve delivered 2/10/26. Install to be coordinated with MIT which is scheduled for completion by 3/27/26.
LRD	FY26 WWTP Electrical System Upgrades - Design	JP	35	60	1/3/2027	Project scope document prep in process.
LRD	Headworks Composite Auto Sampler	JP	100	0	2/4/2026	COMPLETE

Company	Project	PM	% Complete	Finish Variance	Finish Date	UpcomingTask/Submittal
LRD	IQ System Flow Control Improvements	CJ	50	0	9/25/2026	New FCVs received. Awaiting receipt of spool pieces and reducers to schedule installation by in-house construction staff.
LRD	IQ502 Electrical Service - Admiral's Cove	CJ	84	2	5/3/2026	Project on hold. Re-evaluating metering station upgrades / scope of work.
LRD	IQ511 - Pump Rebuilds	JN	39	0	8/5/2026	Replaced P3. Spare PO submitted--waiting on parts from vendor
LRD	IQ511 Electrical and I&C Upgrades - Design/Permit/Bid	KD	14	0	9/16/2026	Planning .
LRD	IQ511 Flow Element Replacement	JN	59	-1	5/5/2026	Received FE and FIT....spool piece expected delivery 4/15. If receive we will still have time to meet installation date
LRD	IQ512 Pump Rebuilds	JN	100	0	2/10/2026	COMPLETE
LRD	IQ518 Pump Rebuilds	JN	73	0	4/28/2026	POs received by Vendor. All motors at Vendor and being installed individually. P2 removed-Installing 3/12 and removing P1 for rebuild.
LRD	IT Offices	JC	20	0	9/26/2026	Engineering Services is working on floor plans.
LRD	Jupiter Park Drive and Central Blvd Intersection Improvements	KD	0	0	9/30/2026	See Interlocal Amendment on consent agenda
LRD	Lab Data Sondes	BH	69	0	6/2/2026	Majority of equipment is received. pH probe delivery is still pending.
LRD	Lab Refrigerator	BH	0	0		Issue PO.
LRD	Lift Station 009 Rehabilitation	CJ	21	0	12/23/2026	Design complete. Working through procurement process through general services contractor.
LRD	Lift Station 011 Collection System - Laterals	CJ	20	0	10/21/2027	Construction project on hold while lining program / standards are being re-evaluated
LRD	Lift Station 012 Collection System - Laterals	CJ	20	0	10/21/2027	Construction project on hold while lining program / standards are being re-evaluated
LRD	Lift Station 014 Collection System - Laterals	CJ	20	0	10/21/2027	Construction project on hold while lining program / standards are being re-evaluated
LRD	Lift Station 027 Collection System - Laterals	CJ	20	0	10/21/2027	Construction project on hold while lining program / standards are being re-evaluated

Company	Project	PM	% Complete	Finish Variance	Finish Date	UpcomingTask/Submittal
LRD	Lift Station 028 Rehabilitation	CJ	73	0	6/15/2026	Shop drawing submittals in progress. Contractor to mobilize on-site in March 2026.
LRD	Lift Station 029 Rehabilitation	CJ	82	0	5/3/2026	Project under construction.
LRD	Lift Station 039 Rehabilitation and Force Main Replacement	CJ	81	-30	6/4/2026	Project substantially complete and in closeout.
LRD	Lift Station 058 Collection System Rehabilitation - Manholes	CJ	71	10	5/18/2026	Shop drawing submittals and permitting in progress.
LRD	Lift Station 088 Rehabilitation	CJ	9	0	11/24/2026	Design complete. Working through procurement process through general services contractor.
LRD	Lift Station 092 Rehabilitation	CJ	44	0	9/5/2026	Approved by Governing Board at February 2026 Board Meeting. Working to schedule pre-construction meeting.
LRD	Lift Station 163 Electric Service Improvements	CJ	66	0	9/3/2026	Project completion pending repairs to standby generator by LRD by end of March 2026.
LRD	Lift Station 163 Emergency Generator Repairs	JN	63	0	3/31/2026	Waiting delivery and installation
LRD	Lift Station 169 Rehabilitation	CJ	72	0	7/29/2026	Shop drawing submittals and permit coordination with TOJ in progress.
LRD	Lift Station 177 Power and Control Panel	CJ	100	0	12/22/2025	COMPLETE
LRD	Lift Station 190 Collection System - Laterals	CJ	20	0	10/21/2027	Construction project on hold while lining program / standards are being re-evaluated
LRD	Lift Station 238 Rehabilitation	CJ	25	0	10/21/2026	Design complete. Working through procurement process through general services contractor.
LRD	LP1260 Rehabilitation	CJ	100	0	1/9/2026	COMPLETE
LRD	LS066-FM03 - Intracoastal-Subaqueous Crossing to Jupiter Island - Inspection (TM)	KD	0	0		Project cancelled. FM is being moved into a PM program for routine assessment.
LRD	LS130-VL14 Valve Replacement	CJ	48	0	7/25/2026	Shop drawing submittals and permitting in progress.
LRD	MLS 30" Force Main - Inspection (TM)	KD	0	0		Planning .
LRD	MLS Chain Hoist	JN	96	15	3/30/2026	Hoist installed. Waiting on an electrical part for commisioning and verify of operation--delay in delivery

Company	Project	PM	% Complete	Finish Variance	Finish Date	UpcomingTask/Submittal
LRD	MLS Flow Meter Replacement	JN	96	15	3/30/2026	Project approved
LRD	MLS Odor Control	CJ	0	0	12/31/2026	Approved by Governing Board at February 2026 Board Meeting. Working to schedule pre-construction meeting.
LRD	MLS Pump Rebuilds and VFD Replacements	JN	59	-19	9/6/2026	Submitted P1 Rebuild-waiting on parts; Received Bypass Pump VFD-installed. Submitted req for VFD 1
LRD	New Unit 69	JP	0	0	9/30/2026	Coordination with vendor
LRD	Nutrient Analyzer	BH	100	0	12/4/2025	PO issued .
LRD	Old Dixie Hwy Force Main - Teq Dr to Riverside Dr - Inspection (TM)	KD	0	0		Planning .
LRD	Plant Lift Station 001 Control Panel Replacement	JP	100	0	2/20/2026	Project COMPLETE. Zeroed out Finish Variance
LRD	Portable ISCO Sampler	BH	54	0	6/2/2026	Coordinating quotes .
LRD	Replacement of Unit 34/New Unit 67	JP	0	0	9/30/2026	
LRD	Replacement of Unit 36/New Unit 68	JP	0	0	12/31/2026	Coordination with vendor
LRD	San Palermo IQ Point of Connection	CJ	69	0	9/3/2026	Shop drawing submittals and permitting in progress.
LRD	Science Center at JILONA	KD	0	0	9/30/2026	Project ON HOLD pending coordination with BLM .
LRD	Security Camera Replacement	JC	31	-10	8/11/2026	Configuring cameras and installing first batch week of 3/9.
LRD	See Snake Camera - Replacement Unit	CJ	46	-2	8/29/2026	PO issued and awaiting manufacturing/delivery.
LRD	Server Life Cycle Replacement	JC	100	0	11/20/2025	COMPLETE.
LRD	Shipping Container Footers - Hurricane Hardening	JP	31	61	2/18/2027	Design in process.
LRD	Unit 14 Replacement - Construction	JP	100	0	12/29/2025	COMPLETE
LRD	Unit 27 Replacement - Reuse	JP	100	0	11/13/2025	COMPLETE
LRD	Unit 29 Replacement - Collections	JP	100	0	3/2/2026	COMPLETE
LRD	Unit 63 - New F550 Crane - Construction	JP	99	79	3/13/2026	Received 2/24/26. Will be placed into fleet service by 3/13/26
LRD	WWTP Electrical Upgrades - Phase 1	JP	100	0	1/31/2026	COMPLETE

Company	Project	PM	% Complete	Finish Variance	Finish Date	UpcomingTask/Submittal
Baxter & Woodman	Anaerobic Selector Zone Pilot Testing and Process Blower Improvements	BP	68	0	3/1/2027	5/15/26 - Pilot Test Begin. 9/11/26 - Pilot Test Complete. 2/15/27 - Draft TM Review. 3/1/27 - Final TM Submittal.
Baxter & Woodman	Headworks Rehabilitation	AR	54	0	5/19/2027	3/15/27 - Substantial completion. 5/19/27 - Final Completion.
Baxter & Woodman	IQ518 Electrical and IC Upgrades	SP	91	58	4/16/2026	3/31/26 - Bids Due. 4/16/26 - Contract Award.
Baxter & Woodman	Lift Station Control Panel Replacement and Telemetry	RT	0	44	2/25/2028	4/21/26 - Technical Memorandum. 5/21/26 - LRECD Design Standards Updates. 7/16/26 - Bidding and Award.
Baxter & Woodman	Vacuum Truck Dump Facility	JH	80	-92	6/21/2026	4/17/26 - Substantial completion. 6/21/26 - Final Completion.
Carollo	Wastewater Utility Risk and Resilience Assessment	AG	100	0	10/16/2025	COMPLETE .
HCE	Country Club Drive Cascading System	MP	3	0	5/31/2026	**COMPLETED:** Had kickoff meeting <<<<=====>>>> **UPCOMING:** Update ERC count, peaking factors, and flow projections
HCE	Lift Station 018 Point Repairs	CM	0	0	1/4/2027	Planning .
HCE	Lift Station 041 Point Repairs	CM	0	0	1/4/2027	Planning .
HCE	Lift Station 050 Emergency Generator	CM	89	0	5/15/2026	**COMPLETED:** Force main work, electrical work <<<<=====>>>> **UPCOMING:** Repair Leak and Coating of Wet Well, Completion of Wet Well Work, Driveway, Electrical Inspection, Pump and Generator Start Up
HCE	Lift Station 050 Point Repairs	CM	0	0	1/4/2027	Planning .
HCE	Lift Station 053 VFD Conversion - PDR	CM	0	0	7/9/2026	Planning .
HCE	Lift Station 054 Point Repairs	CM	0	0	1/4/2027	Planning .
HCE	Lift Station 082 Conversion	MP	83	345	7/4/2026	**COMPLETED:** DFS initial work<<<<=====>>>> **UPCOMING:** Figure out issue meeting all listed I/O (DI and DO), Final O&Ms and as-builts.

Company	Project	PM	% Complete	Finish Variance	Finish Date	UpcomingTask/Submittal
HCE	Lift Station Cellular Telemetry	PV	92	213	7/4/2026	<p>**COMPLETED:** 5 more panels coated and inspected by HCE<<<====>>></p> <p>**UPCOMING:** Time Extension CO, full panel replacement, door replacements, finish coating remaining panels, Final punchlist walkthrough.</p>
KCI	20 Acre Site Remediation	TM	98	71	3/19/2026	<p>Recommendation of Award presented to the Board at the March 2026 meeting.</p>
Kimley-Horn	AC Force Main Replacement - A1A	SS	79	0	9/7/2026	PBC MOT approval and mobilization to the site
Kimley-Horn	County Line Road Utility Relocations	SS	66	26	7/13/2026	Open cut pipe installations and testing
Mock-Roos	Loxahatchee River Subaqueous Force Main Replacement	JC	99	62	3/31/2026	Complete punchlist and closeout documentation for Final Payment



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: March 19, 2026
 SUBJECT: Engineering Services Report

Engineering Administration:

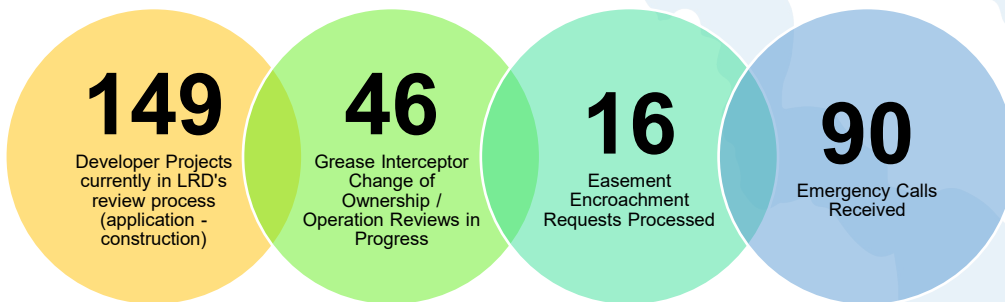
Engineering Admin (ENG ADMIN) staff engage on a daily basis with customers and developers on the following District functions:

- 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.

MonthYear	Avg RT (Working Days)
2025-Feb	2.58
2025-Mar	1.26
2025-Apr	1.77
2025-May	2.17
2025-Jun	2.70
2025-Jul	1.90
2025-Aug	1.81
2025-Sep	1.59
2025-Oct	2.43
2025-Nov	1.13
2025-Dec	1.71
2026-Jan	2.06
2026-Feb	2.40

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



February 2026

Kevin L. Baker
CHAIRMAN

Dr. Matt H. Rostock
BOARD MEMBER

Stephen B. Rockoff
BOARD MEMBER

Gordon M. Boggie
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
February-25	44
March-25	31
April-25	18
May-25	19
June-25	52
July-25	48
August-25	59
September-25	32
October-25	64
November-25	42
December-25	87
January-26	92
February-26	47
12-MONTH AVERAGE	49

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)
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
October-25	820	0.74
November-25	1050	1.20
December-25	718	0.88
January-26	873	1.09
February-26	887	0.73
12-MONTH AVERAGE	790	0.83

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

Hinterland Group, Inc. is in progress on Lift Station No. 029 Rehabilitation (3700 Barrow Island Road).



Project Highlight

Hinterland Group, Inc. is in progress on cleaning of Aeration Basin No. 3 (joint project between Operations and Engineering).

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.

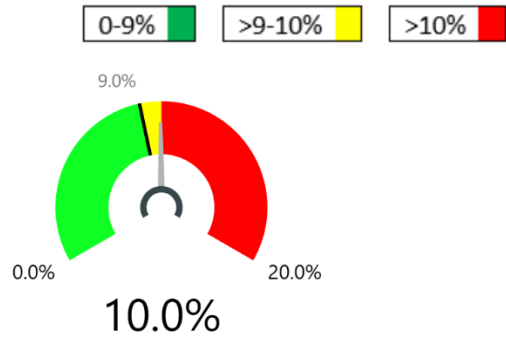
Red Lights / Emergency Call Response:

This month the wastewater collections / transmission system experienced 57 total red lights. 40 lift station red lights (28 stations with 10 stations experiencing multiple red light events) and 17 low pressure red lights (14 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.

Red Light Emergency Call Work Orders Dashboard February 2026

% LRD Related Red Lights at Lift Stations



40

WO for LS Red Lights

28

LS with Red Lights

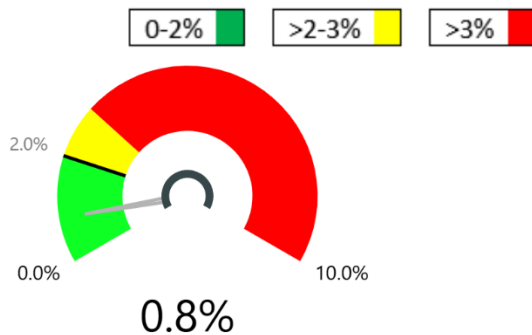
203

LS w/ No Red Light Alarm

10

LS w/ Multiple Occurren...

% LRD Related Red Lights at LP Stations



17

WO for LP Red Lights

14

LP with Red Lights

1663

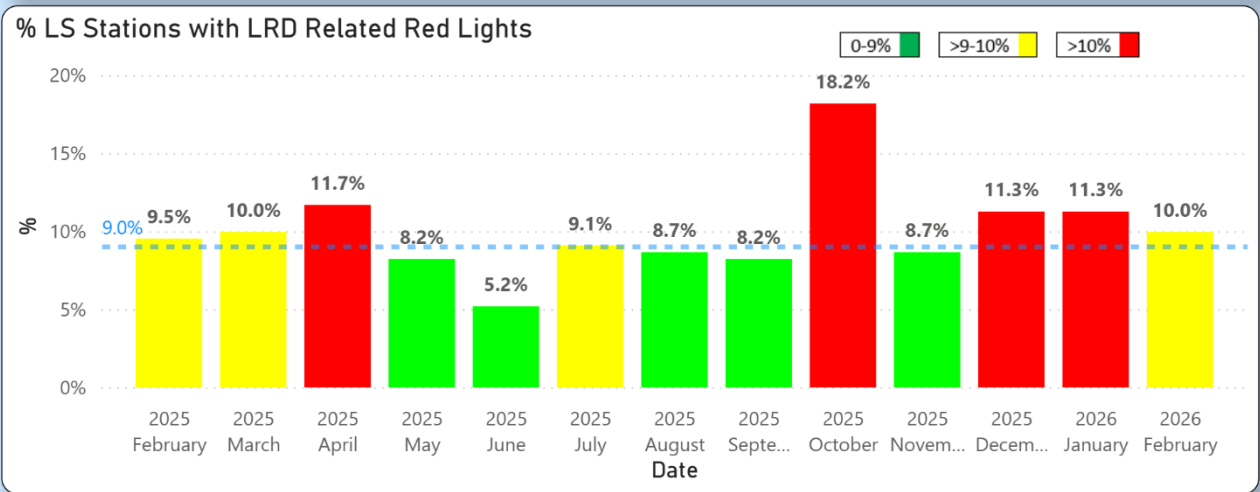
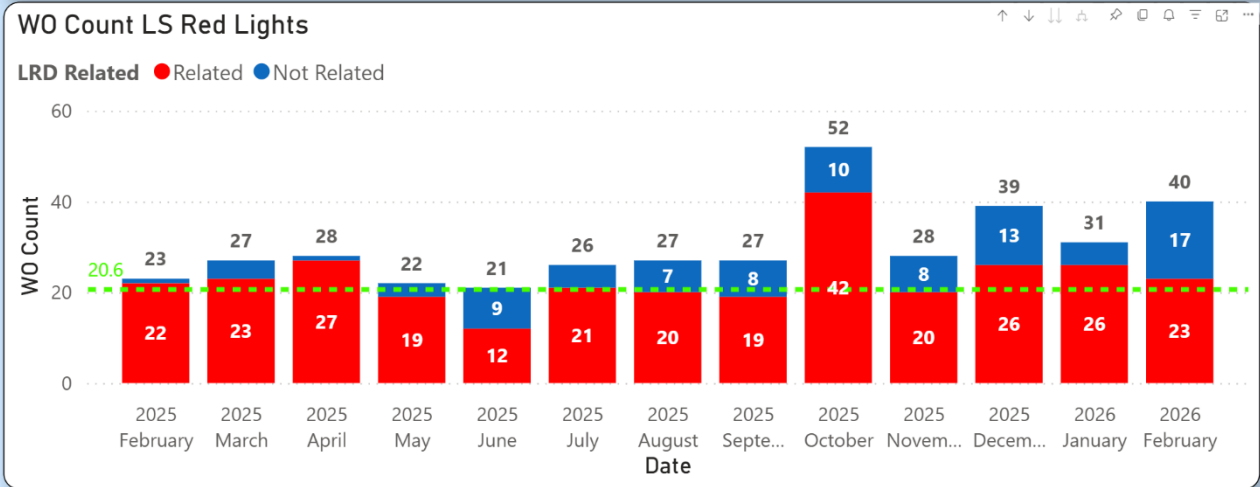
LP w/ No Red Light Alarm

1

LP w/ Multiple Occurren...

Of the wastewater lift stations within the District’s service area, 10.0% of these lift stations experienced a LRD related red light in February 2026 as compared to 9.5% in February 2025.

Red Light Emergency Call Work Order Lift Station: Trend 2/1/2025 through 2/28/2026



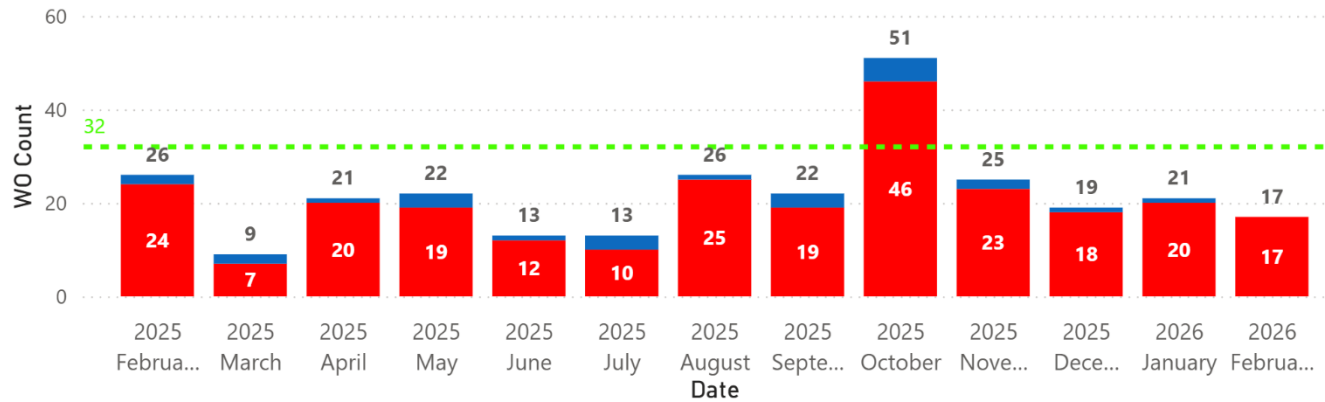
Of the low-pressure stations within the District’s service area, 0.8% of these low-pressure stations experienced a LRD related red light in February 2026 as compared to 1.3% in February 2025.

Emergency Call Work Order Low Pressure: Trend

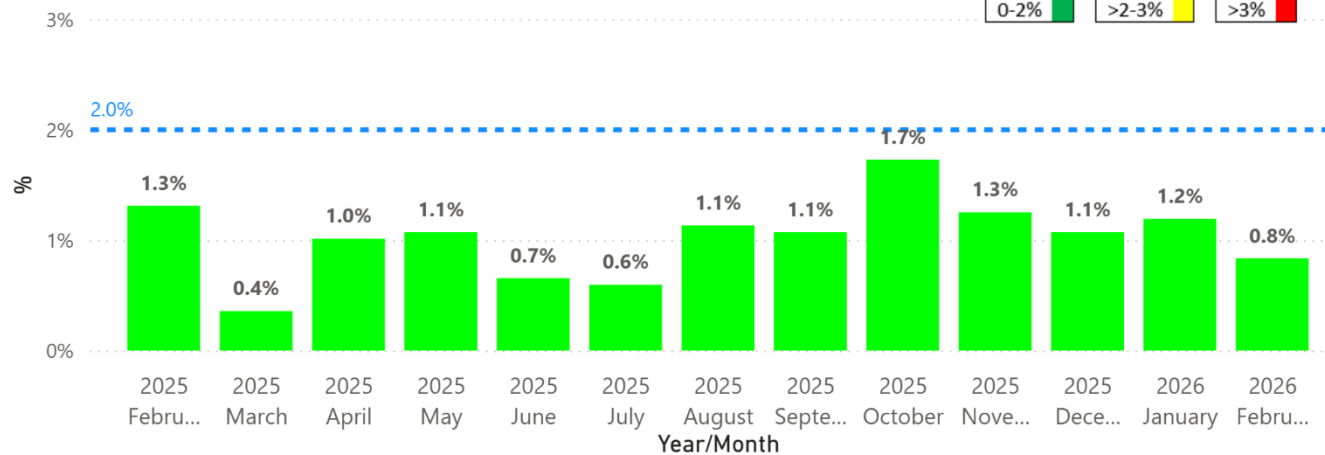
2/1/2025 through 2/28/2026

WO Count LP Red Lights

LRD Related ● Related ● Not Related



%LP Stations with LRD Related Red Lights

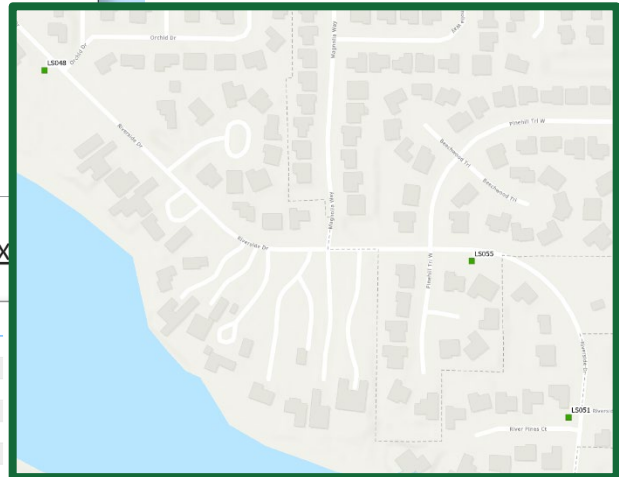
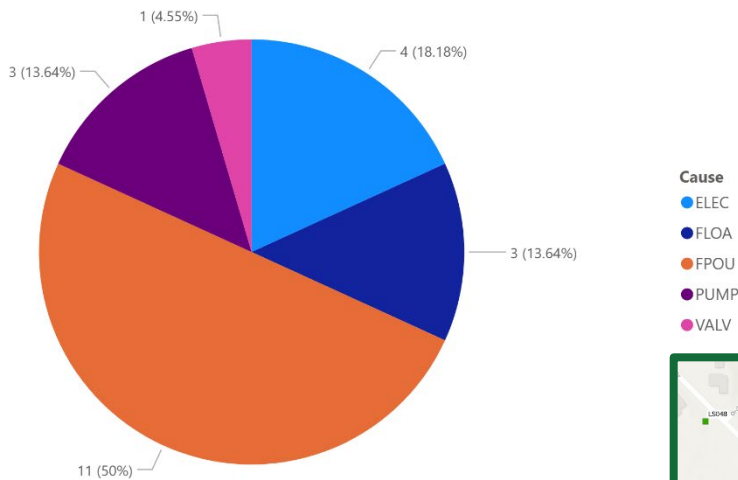


In February 2026, 10 lift stations experienced multiple red lights. Lift Station No. 013 (825 Center Street), Lift Station No. 014 (713 Warren Drive), and Lift Station No. 092 (400 N A1A) experienced pump and/or electrical issues. Lift Station No. 040 (Riverbend Golf Course Guardhouse), Lift Station No. 048 (19750 Riverside Drive), Lift Station No. 051 (4395 River Pines Court), Lift Station No. 055 (19635 Riverside Drive), Lift Station No. 098 (Jupiter Bay Condominium), Lift Station No. 230 (117 Golf Village Boulevard), and Lift Station No. 237(375 Eagle Drive) experienced FP&L power outages (3 of the stations located in close proximity and affected by single outage on 2/11/2026).

Red Light Emergency Call Work Order Lift Station: Monthly Multiple Occurrences Cause Analysis

2/1/2026 through 2/28/2026

Total Red Lights by Failure Code



22

Count of WO#

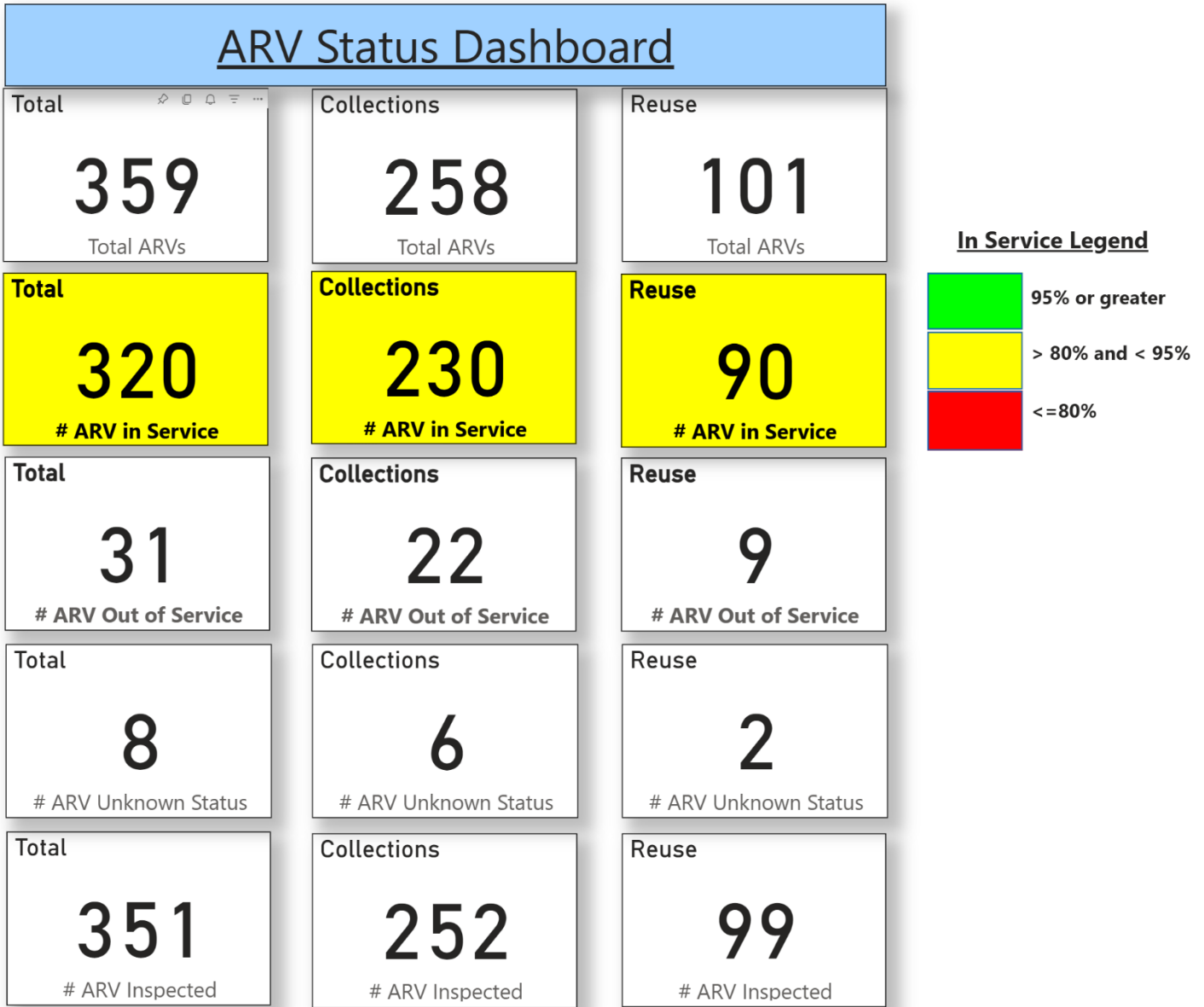
10

Count of Asset

Emergency Call Work Orders Data Ex

WO#	Asset	Result	Comments	Failure Code	Date Reported	Status
2313868	LS013	LS Red Light	rags	PUMP	February 2026	10 - Closed
2314631	LS013	LS Red Light	rags	PUMP	February 2026	10 - Closed
2312418	LS014	LS Red Light	replaced lag float and R3 relay	FLOA	February 2026	10 - Closed
2312432	LS014	LS Red Light	replaced alternator	ELEC	February 2026	10 - Closed
2312410	LS040	LS Red Light	adjusted PHMO	ELEC	February 2026	10 - Closed
2313069	LS040	LS Red Light		FPOU	February 2026	10 - Closed
2313815	LS040	LS Red Light	cleaned lead float	FLOA	February 2026	10 - Closed
2312426	LS048	LS Red Light		FPOU	February 2026	10 - Closed
2314634	LS048	LS Red Light	reset VFD --pumped down	ELEC	February 2026	10 - Closed
2315468	LS048	LS Red Light		FPOU	February 2026	10 - Closed
2312424	LS051	LS Red Light		FPOU	February 2026	10 - Closed
2315469	LS051	LS Red Light		FPOU	February 2026	10 - Closed
2312425	LS055	LS Red Light		FPOU	February 2026	10 - Closed
2315471	LS055	LS Red Light		FPOU	February 2026	10 - Closed
2315888	LS092	LS Red Light	cleared rags from bleed off valve	VALV	February 2026	10 - Closed
2318637	LS092	LS Red Light	rags	PUMP	February 2026	10 - Closed
2316013	LS098	LS Red Light		FPOU	February 2026	10 - Closed
2318335	LS098	LS Red Light	off float replaced	FLOA	February 2026	10 - Closed
2313809	LS230	LS Red Light		FPOU	February 2026	10 - Closed
2318628	LS230	LS Red Light	replaced PHMO	ELEC	February 2026	10 - Closed
2312419	LS237	LS Red Light		FPOU	February 2026	10 - Closed
2312434	LS237	LS Red Light		FPOU	February 2026	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.

Wet Well Cleaning Schedule: KPI

February 2026 through February 2026

4 # LS WW PM Monthly	2 # Wells	2 # Wells	0 # Wells
4 # PMs Completed			
4 # LS WW PM Bi-Monthly	1 # Wells	3 # Wells	0 # Wells
4 # PMs Completed			
4 # LS WW PM Quarterly	0 # Wells	4 # Wells	0 # Wells
4 # PMs Completed			
5 # LS WW PM Semi-Annually	1 # Wells	4 # Wells	0 # Wells
5 # PMs Completed			
0 # LS WW PM Annually	0 # Wells	0 # Wells	0 # Wells
0 # PMs Completed			
17 # PMs Completed	4 # Wells	13 # Wells	0 # Wells

Wet Well Cleaning Schedule Legend

	Potential Under Cleaning
	Cleaning Schedule Ideal
	Potential Over Cleaning

Score Calculation

Grease, Sand/Grit, and Rags scoring aggregate where:

Light = 1
Medium = 5
Heavy = 9

Green: 7-11
Red > 11
Yellow < 7

Unauthorized Discharges: There were three (3) unauthorized discharges in the collection-transmission & reuse-distribution system this month. The one (1) unauthorized discharge in the collection-transmission system was due to the failure of the pump floats to function properly in a low-pressure station due to grease build-up and no surface waters were impacted. There were two (2) unauthorized discharges in the reuse-distribution system. The largest unauthorized discharge was due to a pipe failure on a privately owned main by Jonathan's Landing and surface waters were impacted by this discharge (District assisted Jonathan's Landing with unauthorized discharge reporting and main repair). The second unauthorized discharge in the reuse-distribution system was due to separation at a pipe fitting on a 12" I.Q. main on SE Country Club Drive (just north of Little Club) and no surface waters were impacted.

- 01 LP0019-WW 21.5 gal Grease in WW SE Fedreal Hwy 02-11-2026
- 02 IQ511-IQMP01 45785 gal separated pipe Jonathans Landing 02-11-2026
- 03 IQ511-IQM031 1875 gal separated pipe SE Country Club Drive 02-12-2026

Unauthorized Discharge FIELD : KPI

Date	Occurrences	Total Gallons	Impacting Surface Waters
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
October 2025	1	500	0
November 2025	3	1,150	0
December 2025	2	11	0
January 2026	4	172	0
February 2026	1	22	0
Total	24	2,863	2

Date	Occurrences	Total Gallons	Impacting Surface Waters
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
October 2025	0	0	0
November 2025	0	0	0
December 2025	1	2,255	0
January 2026	1	715	0
February 2026	2	47,660	0
Total	6	60,635	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

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

TO: Albrey Arrington, Ph.D., Executive Director
FROM: Jason A. Pugsley, P.E., Operations – Plant Manager
DATE: March 13, 2026
SUBJECT: February 2026 Operations Department Monthly Report

Treatment Plant Monthly Performance Summary

Overall, the month of February 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 were on the same order of magnitude as the influent flows during the month of January. The rainfall recorded this month (0.56-inch) was less than the rainfall received during the month of January (1.16-inch). These values are both significantly less than the historical monthly average rainfall for January and February of 2-inches. The plant did not experience an unauthorized discharge during the month of February.



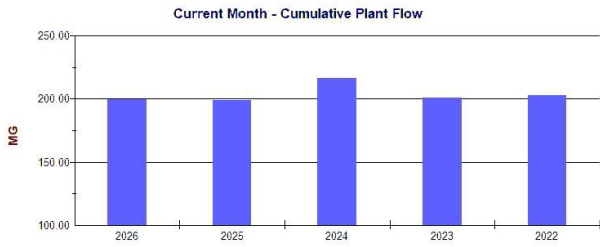
Kevin L. Baker
CHAIRMAN

Dr. Matt H. Rostock
BOARD MEMBER

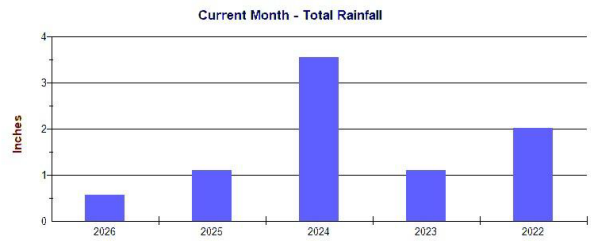
Stephen B. Rockoff
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

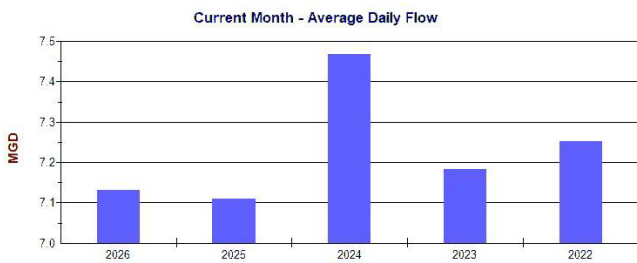
Graphical summaries of the plant flows and rainfall during the month of February, including comparisons with plant flows during the previous month (i.e., January 2025), are presented below.



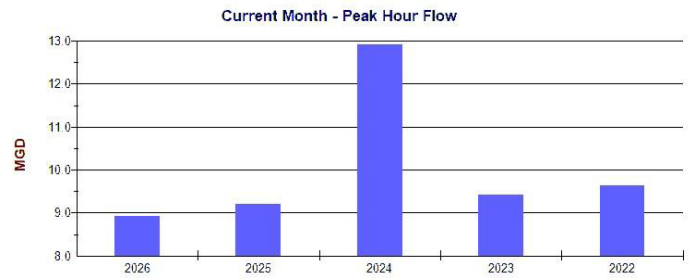
The Cumulative Influent Plant Flow for the month of February was 199.66 million gallons. This is less than the Cumulative Influent Plant Flow during the month of January of 217.41 million gallons.



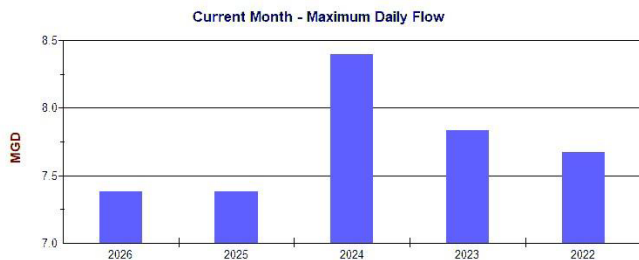
0.56 inches of total rainfall was recorded at the plant site during the month of February. This is significantly less than the January rainfall recorded of 1.16 inches.



The Average Daily Flow (ADF) for the month of January was recorded at 7.13 MGD which is slightly higher than the ADF recorded during the month of January of 7.01 MGD and nearly equivalent to the February 2025 ADF of 7.11 MGD.

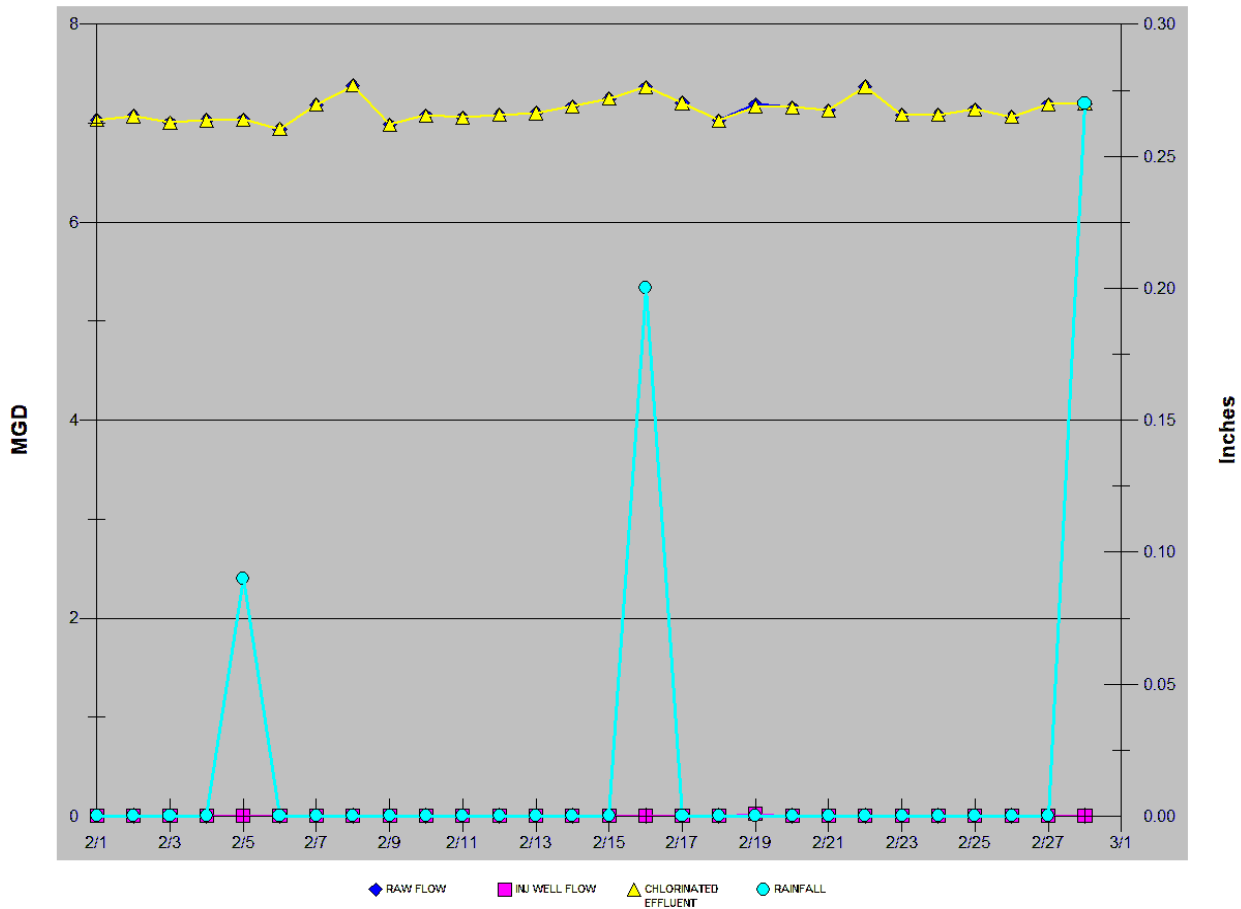


The Peak Hour Flow (PHF) for February was 6,194 GPM which equates to an equivalent daily rate of 8.92 MGD. This is nearly equivalent to the PHF for January of 6,146 GPM (8.92 MGD).



The Maximum Daily Flow (MDF) in February was 7.38 MGD. This is slightly higher than the MDF for January of 7.28 MGD.

For the month of February, 99.96% or 199.64 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 0.02 MG of blended effluent was diverted to the deep injection well for disposal. The plant delivered a total of approximately 214.42 million gallons of IQ water to the reuse customers during the month of February.



Year to date (i.e., Calendar Year 2026), approximately 99.97% 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 in 2026 was 427.15 million gallons.

The Operations Dashboard for the month of February 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



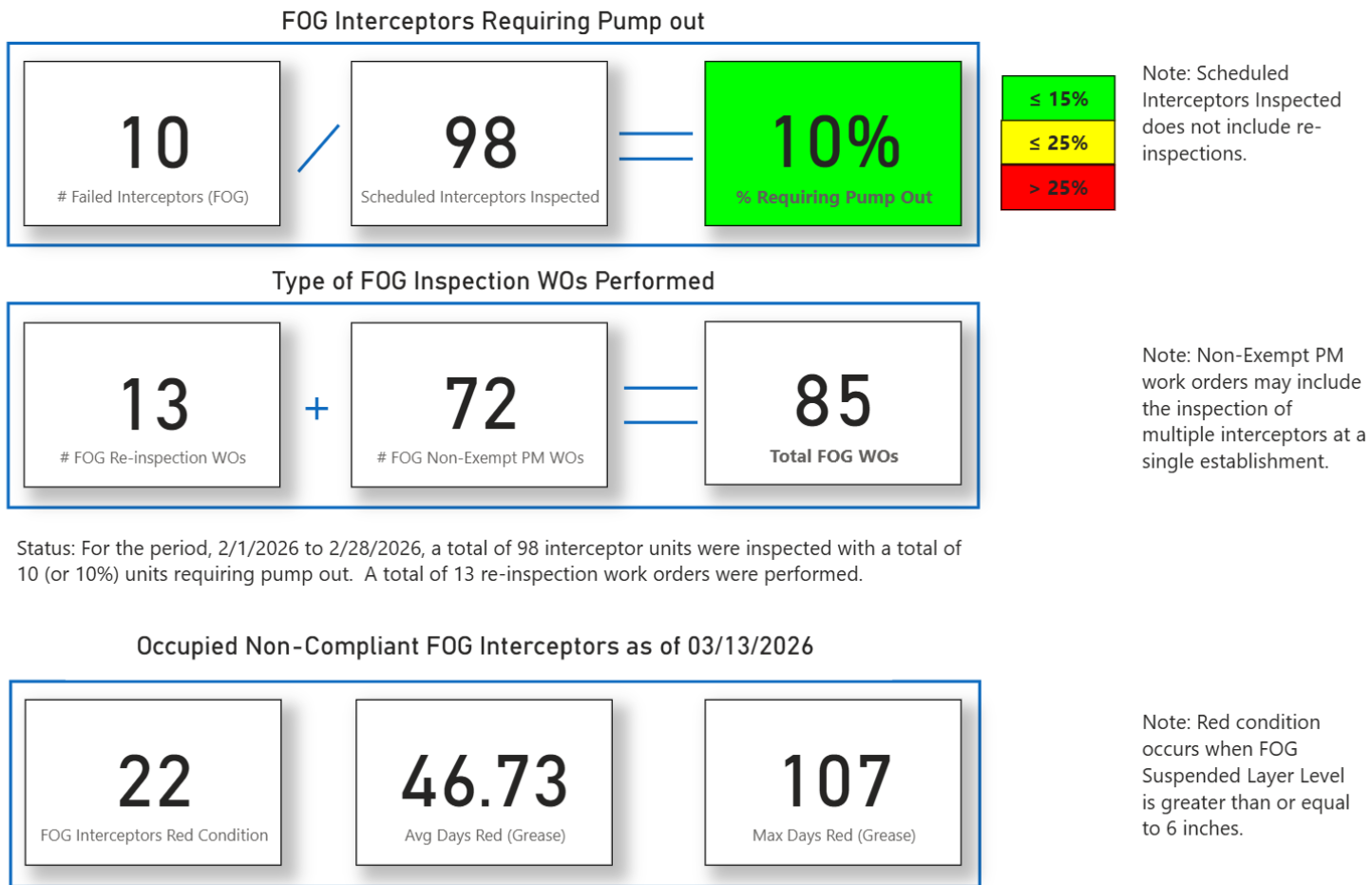
Plant											Pre-Treatment	IQ		
Percent of Plant Capacity	SRT, MAvg	Aerbay NH3, MAvg	Sludge Yield, MAvg	Sludge Volume Index, MAvg	Secondary Treatment Performance	Permit Exceedance	CE CL2 Usage, MAvg	Dewatered Biosolids Cake, MAvg	IQ511 WW LSI	Grease Interceptor Inspections	NANO Blend			
Benchmark / 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		
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	0.00	79.40	15.59	0.38	14	1136		
2025 Baseline	61.49%	0.95	33.48	0.75	281	8.7	0	74.57	15.84	0.29	13	1161		
2025	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	
	Oct	61.21%	1.01	39.50	0.76	334	7.6	0	83.00	16.19	0.55	14	1078	
	Nov	62.88%	0.97	40.54	0.75	315	8.6	0	69.25	16.09	-0.11	13	1122	
	Dec	63.98%	0.98	43.44	0.65	274	9.5	0	66.14	15.38	0.09	12	1104	
	2026	Jan	62.75%	0.89	35.90	0.81	277	13.3	0	70.36	15.68	-0.20	13	1103
	Feb	63.56%	0.88	27.92	0.82	332	15.5	0	81.58	16.07	0.06	10	1097	
Consecutive Months at Green	142	0	0	0	0	0	58	13	38	4	14	33		
Metric Owner														

Metric	Explanation
SRT	Plant operators maintained a slightly lower than desired solids retention time (SRT), in order to control the mixed liquor suspended solids (MLSS) concentration in the aeration basins. During periods of high seasonal flows and plant influent loadings, the Operators generally have to lower the SRT to maintain an optimal biological mass in the system. Higher MLSS concentrations can lead to poor sludge settleability, and detrimental downstream effects.
NH3	Ammonia (NH3) conversion trended unfavorably due to increased biological loadings, then removing aerbay No. 3 from service and placing aerbay No. 2 in service.
Sludge Yield	The sludge yield was slightly above the desired upper range of 0.80 lbs WAS/lbs CBOD produced. A higher sludge yield indicates that more biomass is produced for the same amount of organic material removed. The sludge yield is a direct correlation of the overall efficiency of an activated sludge treatment process.
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 six (6) times during the month which caused the SVI to improve after dosing. We have continued to monitor the increase in our RAS ratio and are showing a more manageable SVI.
TSS	Secondary clarifier total suspended solids (TSS) trended unfavorably due to depressed NH3 conversion caused by increased plant loadings and switching online aerbays. Operators continued to monitor these variables and are seeing improvements with reducing the SRT, and increasing dissolved oxygen content in efforts to maintain a stable NH3 conversion.

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 2/1/2026 to 2/28/2026



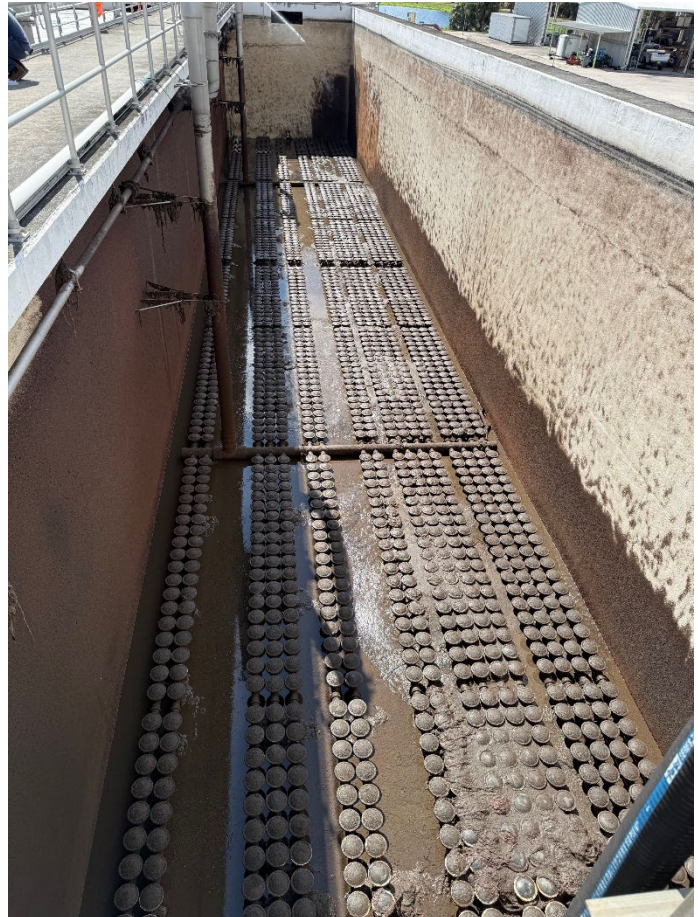
Project Highlights:

This month, Operations and Maintenance Staff continued to perform routine monitoring, sampling and general maintenance of equipment and structures. Staff also worked and/or provided operational assistance during the execution of various special and/or capital improvement projects. A few of the projects are discussed below.

This month, Operations Staff removed Aeration Basin (Aerbay) No. 3 from service and placed Aerbay No. 2 back into service after having completed the in-basin piping modifications required to support the anaerobic selector zone project. Aerbay No. 3 has been in continuous service for over 6 years. Draining of the tank was performed to facilitate an interior inspection of the tank and to assess and remove any settled grit which has accumulated over time.

To minimize detrimental impacts to the plant treatment process and the potential for degraded effluent quality, Staff implemented the same step-by-step plan used when taking Aerbay No. 2 offline for the same task. The plan included initially filling Aerbay No. 2 with irrigation quality water. By doing this, Staff was able to evaluate the performance of the diffused aeration system components in the basin prior to introducing influent wastewater into the basin. This step also mitigated significant plant hydraulic impacts which would have occurred by simply diverting influent flow to an empty basin. Once Aerbay No. 2 was placed into service, influent flows to Aerbay No. 3 were isolated and the contents of the basin pumped into Aerbay No. 2. To minimize solids settling within Aerbay No. 3, the diffused aeration system within the basin remained operational for the entire duration of emptying.

Upon emptying of Aerbay No. 3, Staff performed a visual inspection of the quantity of settled grit in the basin. The preliminary findings of the inspection indicated that there was a moderate amount of settled grit in the basin. The volume of grit in Aerbay No. 3 was noted to be greater than the volume of grit which was previously observed within Aeration Basin No. 2. Its Staff's opinion that this is likely due to the configuration of the influent piping to the aeration basin structure. During the next month, Staff is coordinating for the clean-out of all settled grit by an outside contractor as well as the completion of the required in-basin piping modifications to support the upcoming selector zone pilot test project.



Aeration Basin No. 3 – Interior View

During the month of February, the Maintenance Team worked closely with Gardner Denver to perform the annual inspection and preventative maintenance of the process air blowers dedicated to the aeration basins. These blowers are significant assets which could easily be considered the most critical assets to the activated sludge treatment process. A total of four (4) multi-stage centrifugal type blowers supply process air to the aeration basins. There are a total of three (3) 300-HP “main” blowers and one (1) smaller 200-HP “jockey” blower in service at the WWTF. The main blowers supply the majority of the air to the aeration basins. The jockey blower functions as a “swing” blower which is used when oxygen demands are below the operating range of a single main blower unit. The process air system was designed based on the oxygen demand required at the treatment plant design capacity with one of the main blowers out of service. Under this scenario, the oxygen demand could be met with the smaller blower and two (2) larger blowers. The District also maintains one (1) spare main blower, as well as one (1) spare jockey blower in inventory.

As part of the annual service, the manufacturer performed a detailed inspection of critical components and evaluates the operational performance of each blower with specific consideration to operating temperatures, vibrational loads, shaft alignment, electrical loads and imbalances. Based on the findings of the inspection, the Contractor performed specific proactive repairs which are intended to maintain system operability and performance, as well as to extend the useful service life of each of the blower units. This repair work included the replacement of the vibratory isolators pads beneath the skid frame of all four (4) blower units. The work also included the replacement of the outlet bearings on Blower No’s 1, 3 and 4. Upon completion of the bearing replacement, the blower technician also serviced the lubrication system and performed a fluid change. The proactive completion of this maintenance and repair work will help to mitigate the potential for unplanned and/or catastrophic blower failure.



Main Process Air Blowers – Annual Maintenance and Repairs

Another project completed by the Maintenance Team this month involved critical corrective work on Belt Filter Press No. 1. The belt filter press unit is electrically driven and incorporates a hydraulic power unit (HPU) with multiple hydraulic ram cylinders that regulate belt tension during operation. Proper belt tension is vital to maintaining dewatering efficiency and achieving the target solids concentration of the dewatered sludge cake.

In response to a cylinder failure, staff implemented full lockout/tagout (LO/TO) procedures on the electrical and hydraulic systems to ensure safe isolation prior to repair. After energy isolation was verified, Plant Mechanic Brian Hansen was able to squeeze into a tight section of the press unit to remove and replace the defective hydraulic cylinder assembly.

Upon completion, system pressure was restored, and functional testing performed to confirm proper cylinder actuation and belt tensioning performance. Belt Filter Press No. 1 was subsequently cleared for normal operation and returned to service without further issue.



Belt Filter Press No. 1 – Hydraulic Cylinder Replacement

During the month, the Operations and Maintenance Team collaborated with the District's WildPine Laboratory staff to install, program, and test a new refrigerated composite sampler at the headworks structure. Composite samplers automatically collect representative, flow-proportional samples of raw influent over a 24-hour period, providing a reliable characterization of the average loading to the facility. By combining multiple small aliquots into a single, temperature-controlled composite sample, the unit minimizes biological and chemical changes that could otherwise affect critical parameters such as biochemical oxygen demand (BOD), total suspended solids (TSS), and nutrient concentrations. This preservation of sample integrity ensures accuracy in subsequent laboratory analyses.

The resulting composite data are essential for verifying regulatory and permit compliance, documenting influent wastewater characteristics, and supporting a variety of operational and analytical functions. These include process control assessments, evaluation of diurnal and shock-load variations, and, where applicable, guidance for industrial pretreatment and cost-allocation programs based on pollutant loadings. The automated nature of the system further supports standardized sampling practices while reducing operator time and effort.

The newly installed composite sampler, a Hach Model AS950, features an all-weather-rated design with an integrated refrigeration system enclosed within a fully sealed base, rather than installed directly in the cabinet. This configuration is expected to significantly reduce the likelihood of condenser freeze-over and associated failures. The previous sampler at the headworks experienced repeated mechanical issues and costly repairs and had reached the end of its service life.

The District currently maintains five (5) automatic sampler units—three (3) in continuous operation at the Headworks (influent), Filter Pump Station No. 1 (secondary effluent), and Chlorine Contact Chamber (IQ Water), and two (2) maintained as uninstalled spares. All existing units are of similar age and have exhibited similar reliability concerns. With the installation of the new AS950 unit, Staff intends to monitor its operation and performance to determine suitability for future replacement of the remaining units. Since commissioning, the new sampler has operated reliably and has not exhibited any performance or operational issues.



Composite Auto Sampler Unit



LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

TO: Albrey Arrington, Ph.D., Executive Director
FROM: Bud Howard, Director of Information Services
DATE: March 12, 2026
SUBJECT: Information Services Monthly Governing Board Update for February 2026

WildPine Ecological Laboratory

Riverkeeper Project

In February, the lab staff and our partners collected 144 water quality samples from 24 monitoring stations throughout the watershed. A total of 72 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 February 2026 was “Good” with 83% of all samples meeting the EPA/DEP water quality criteria for each site. This was upgraded from last month’s “Fair” score of 76% and identical to last year’s February score (refer to the scorecard below).

For the core water quality parameters, *total nitrogen* scored “Good” during February with 96% of the samples reporting results below their water quality criteria. This was in line with last month’s “Good” score of 100% and last year’s “Good” score of 92% for February.

Total phosphorus results scored “Good” in February with 96% of sites meeting the water quality criteria. This was up from last month’s “Fair” score of 77% and identical to last year’s February score.

Chlorophyll results scored “Poor” for the month of February with 58% of sites meeting the stringent water quality criteria. This was better than last month’s “Poor” score of 47%, but worse than last year’s “Fair” score of 65% for February. Perhaps the low river flows and flushing and warmer temperatures contributed to increased residence time and algae growth.

For the combined *fecal indicator bacteria* (fecal coliforms in all waters, enterococci in marine and brackish waters, and *E. coli* in fresh waters), February results scored “Good” with 83% of sites meeting the established water quality criteria. This was similar to last month’s “Good” score of 84% and last year’s February score of 81%.

Kevin L. Baker
CHAIRMAN

Stephen B. Rockoff
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

SampDate

2/1/2025

2/28/2026

Loxahatchee River District Water Quality Scorecard

Results scored to FDEP/EPA Water Quality Criteria

Green - Good: 80% - 100%
Yellow - Fair: 60% - 79.9%
Red - Poor: < 60%

Monthly Water Quality Score

February
2026

83%

144

Overall

Total Samples

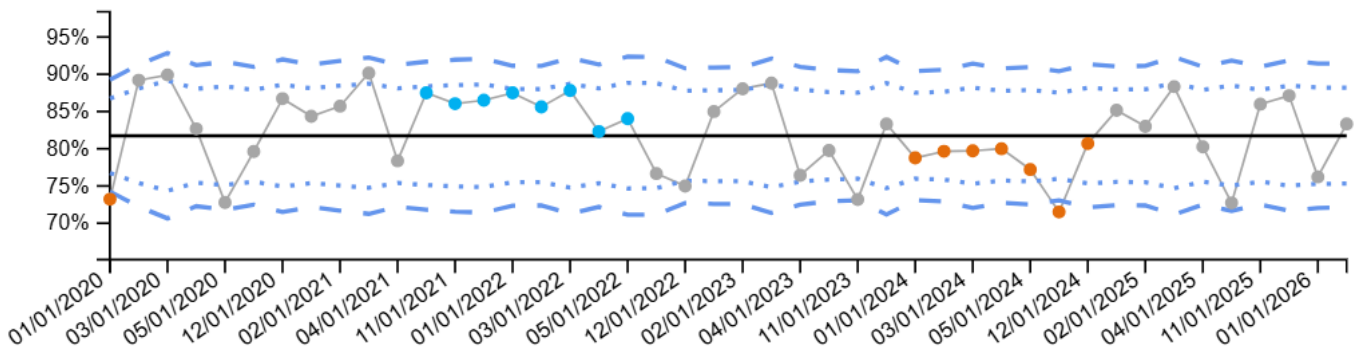
TN: Total Nitrogen, TP: Total Phosphorus, CLA: Chlorophyll a, BAC: Enterococci and E. coli bacteria

Year	Month	# Samples	Overall Score	# TN Samples	Total Nitrogen Percent Good	# TP Samples	Total Phosphorus Percent Good	# CLA Samples	Chlorophyll Percent Good	# BAC Samples	Bacteria Percent Good
2026	February	144	83%	24	96%	24	96%	24	58%	72	83%
2026	January	143	76%	13	100%	30	77%	30	47%	70	84%
2025	December	132	87%	19	95%	18	100%	18	67%	77	87%
2025	November	157	86%	27	96%	27	96%	27	67%	76	86%
2025	October	157	62%	29	72%	29	69%	29	34%	70	67%
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	157	80%	29	90%	29	86%	29	48%	70	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%
Total		1866	79%	295	91%	311	86%	311	56%	949	80%

Water Quality Scoring Trend

The Overall Score of 83% for February showed an improvement from January, which was driven by better phosphorus scores and slightly better chlorophyll scores. Note that this chart shows only dry season months (November-May) for relative context.

Percent Good - All Parameters, Dry Season Months Only (Nov - May)

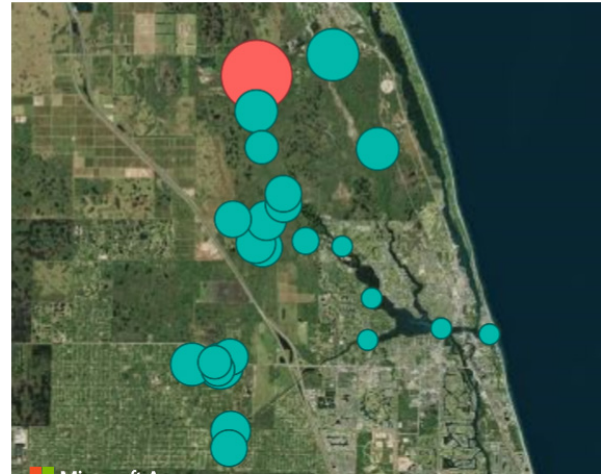


Spatial Distribution of Water Quality Results

Total Nitrogen levels scored "good" at 23 out of 24 sites (96%) tested in February. The lone "poor" station was 111, located in Jonathan Dickinson State Park (JDSP) at 138th Street and Kitching Creek Road, and had a nitrogen result of 1.8 mg/L, over the Numeric Nutrient Criteria of 1.5 mg/L for freshwater. All other stations ranged from 0.2 mg/L in the marine section of the river to 1.2 mg/L at the Hobe Hills outfall which drains through JDSP into the North Fork of the Loxahatchee River.

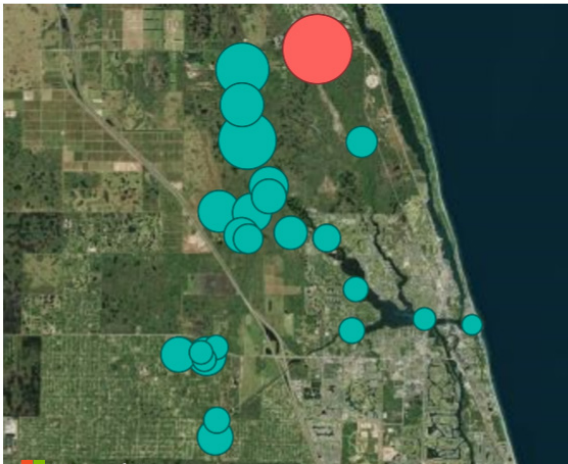
Total Nitrogen (mg/L)

TN_Score ● POOR ● GOOD



Total Phosphorus (mg/L)

TP_Score ● POOR ● GOOD

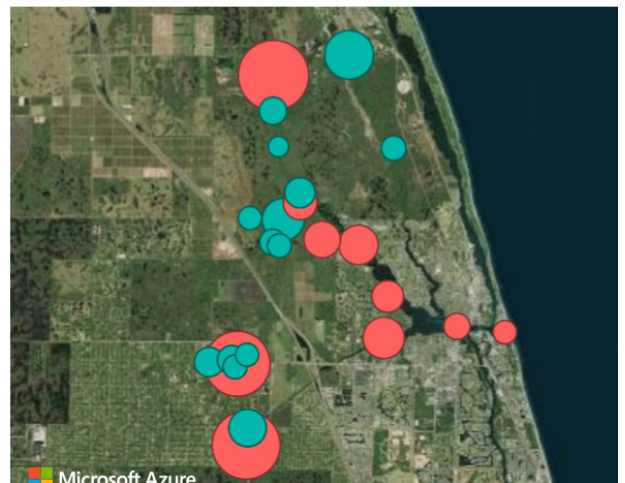


Total Phosphorus scored "good" at 23 out of 24 sites (96%) tested in February. The lone "poor" station was 56 in JDSP at the Hobe Hills outfall, which had a nitrogen result of 0.14 mg/L, over the Numeric Nutrient Criteria of 0.12 mg/L for freshwater. All other stations ranged from 0.01 mg/L in the marine section of the river to 0.1 mg/L at the Kitching Creek flow site which flows through JDSP into the Northwest Fork of the Loxahatchee River.

In February, *Chlorophyll* concentrations met the water quality criteria at 14 out of 24 sites (58%) tested. The worst result was Station 111 in JDSP at 138th Street and Kitching Creek Road at 22 ug/L, slightly over the Numeric Nutrient Criteria (NNC) of 20 ug/L for freshwater systems. Water Control Structure 6 (WCS6) in Jupiter Farms also had chlorophylls just over the NNC at 21 ug/L and scored "Poor". The other "poor" scoring stations were mostly in the main segments of the river where marine and brackish systems have much stricter NNC's ranging from 1.8 (marine) to 5.5 (brackish) ug/L. Results ranged from 3 ug/L at the Jupiter Inlet (Station 10) to 10 ug/L further upstream. Moderate levels distributed across the salinity gradient often suggest persistent nutrient availability coupled with sufficient light and temperatures to support algae growth.

Chlorophyll a (ug/L)

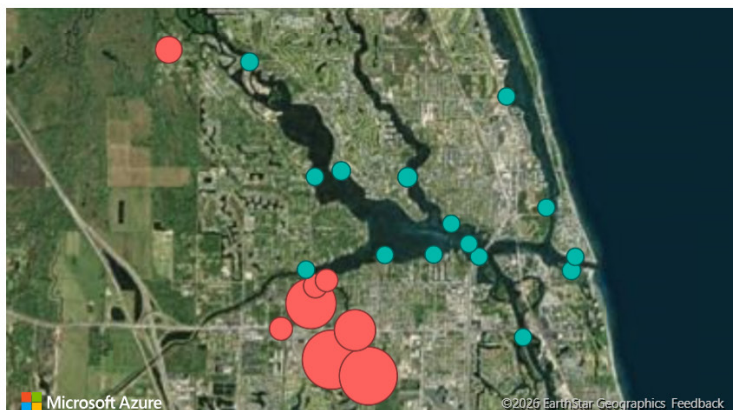
CHL_Score ● POOR ● GOOD



In February, the overall *Bacteria* results scored "good" at 60 out of 72 sites (83%). 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. All seven sites in Jones and Sims Creeks had high bacteria, but the concentrations were much lower this month. Caloosahatchee Culvert (CALC) in Jones Creek had 2,254 MPN/100mL this month, down from 17,329 MPN/100mL in January. The Toney Penna Footbridge (TPJ) had the next highest concentration of 2,187 MPN/100mL, down from 5,475 MPN/100mL last month. The other "poor" results were in the hundred to low thousand range, ranging from 292 MPN/100mL at the mouth of Jones Creek (Station 71) to 1,782 MPN/100mL in Sims Creek (Station 735).

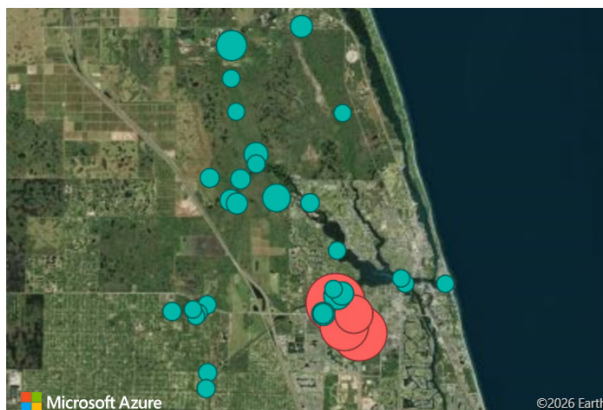
Enterococci Bacteria - Criteria: 130 MPN/100mL

ENT_Score ● POOR ● GOOD

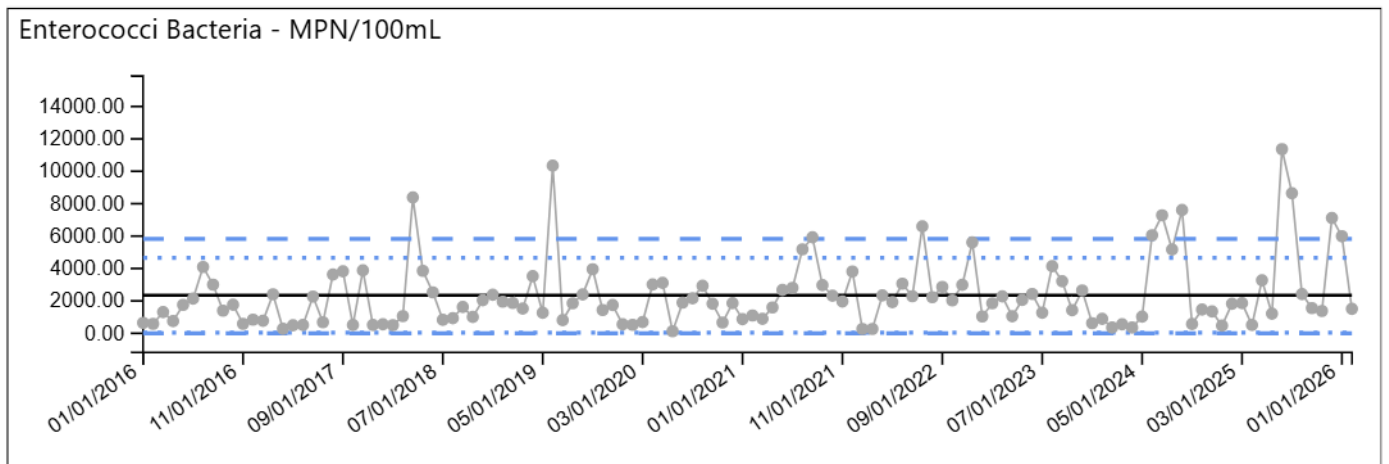


Fecal Coliform Bacteria - Criteria: 800 MPN/100mL

FC_Score ● POOR ● GOOD



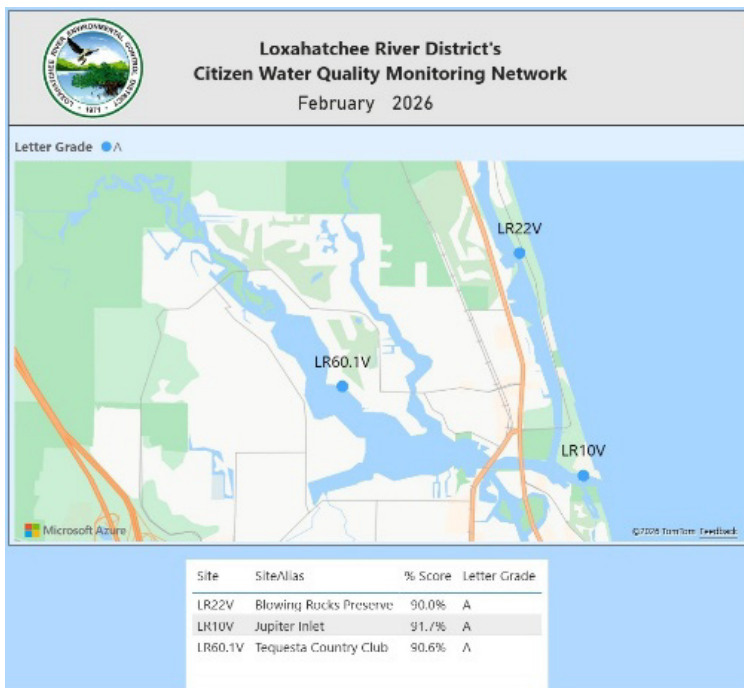
The four long-term monitoring sites in Jones Creek were also tested in February for Enterococci bacteria. The average concentration of these four sites dropped below the historical average this month at 1,506 MPN/100mL, lower than the unusually high averages in December and January of 7,117 and 5,991 MPN/100mL. The chart (below) shows the average of the four long-term stations in Jones Creek illustrates the magnitude of variation in enterococci bacteria concentrations that we have observed since June 2016. Note this chart includes both wet and dry season results to show the magnitude of total variation.



For fecal coliform bacteria sampled throughout the watershed in January, four stations scored "poor", exceeding the water quality standard of 800 MPN/100mL (see right map above). One site in Sims Creek (Station 735) had fecal coliforms at 2,046 MPN/100mL. Three sites in Jones Creek recorded moderately poor fecal concentrations between 1,019 MPN/100mL and 1,860 MPN/100mL fecal coliforms.

Volunteer Water Quality

February Water Quality Grade: A



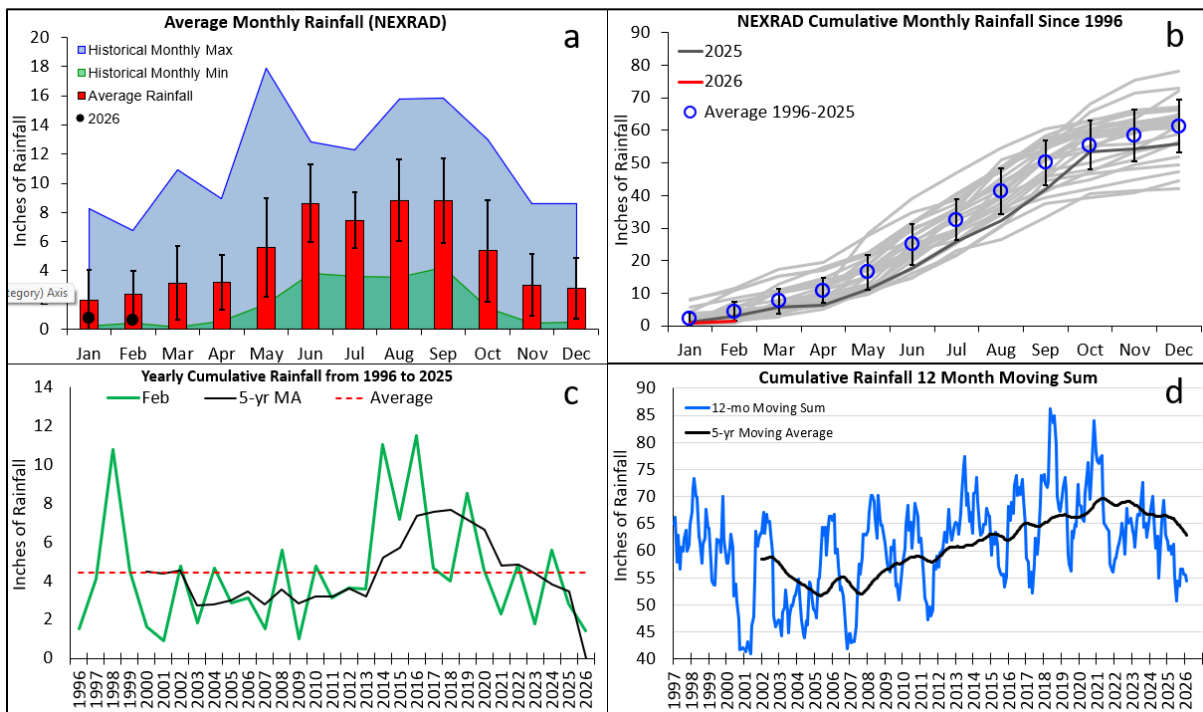
All three volunteer monitoring sites received grades in the “Good” range across most parameters. The Inlet site (LR10V) had slightly elevated salinity and reduced water clarity; Blowing Rocks Preserve (LR22V) had marginally higher salinity; and the Northwest Fork (LR60.1V) had impaired visibility on one sampling day. Higher salinities are normal for this time of year mostly due to the lack of freshwater entering the system during the peak of the dry season. There were also some visibility issues due to wind currents and dredging equipment working near the Jupiter Inlet. These variations in parameters did not affect the overall grade of “A”.

A big thanks goes out to Joe Chung and Dave Porter for improving the workflow to streamline and simplify the Volunteer Water Quality grading summary and map creation.

Hydrologic Monitoring

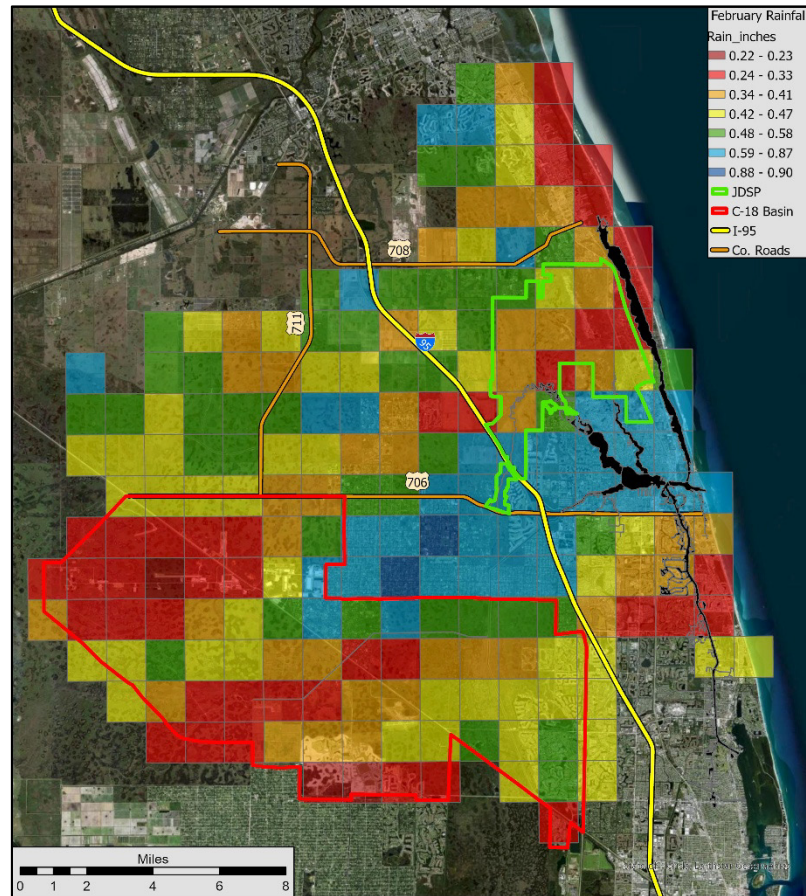
Very dry conditions persisted across the watershed throughout February. Monthly rainfall averaged only 0.6 inches, substantially below both the historical February mean of 2.4 inches (panel a) and roughly one-third of the 1.8 inches recorded in February 2025. Measurable precipitation (≥ 0.1 inch) occurred on only seven days, with the highest single-day total reaching just 0.11 inches on February 12.

As expected, the rainfall deficit that characterized the end of 2025 has continued into 2026 as we enter the typical peak of the dry season. This is illustrated by the cumulative totals in panel b in the figure below. Through February, cumulative rainfall stands at 1.4 inches, compared to the long-term average of 4.4 inches for this point in the year. Long-term patterns, depicted by the five-year moving monthly cumulative average (panel c), show a sustained decline in precipitation relative to the notable peaks observed in 2014 (11.0 inches) and 2016 (11.5 inches). The most illustrative long-term metric is the 12-month moving sum (panel d), which measured 54.4 inches through February—approximately 9% lower than the 60.0 inches recorded during the same period last year and 12% below the long-term mean of 61.5 inches. Although the watershed experienced elevated annual rainfall between 2010 and 2020, totals have gradually decreased since a peak around 2018, indicating a shift toward increasingly drier long-term hydrologic conditions.



Figures above display various measures of rainfall. Panel (a) shows average monthly rainfall from 1996 to 2026 (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 2026; dark grey line indicates rainfall during 2025. Blue circles are monthly cumulative average rainfall measured between 1996-2025; 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).

The spatial distribution of rainfall across the watershed during February remained scattered across the watershed with a total range between 0.2” in the driest regions to about 0.9” in the wettest regions (figure below). In general, the driest regions tended to be mostly westward occupying much of the C-18 drainage basin with scattered pockets of along the coast. The wettest regions were generally more centralized in the watershed covering the Jupiter Farms area as well as much of the Loxahatchee River Estuary.



Map 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

Dry conditions continued to suppress river discharge and allowed saline water to migrate farther upstream. Flow measured at Lainhart Dam during February ranged from 0 to 42 cfs, with a monthly mean of 34 cfs. For most of the month, discharge hovered near the 35 cfs Minimum Flow and Level (MFL) threshold, before declining sharply to zero flow during the final days of February (top panel of the figure below). Based on flow measurements at the G-92 structure, approximately 80% of the freshwater entering the Northwest Fork originated from the C-18 Canal through the G-92 structure, with the remaining flow supplied by tributaries such as those draining Jupiter Farms. So far this dry season we have had 68 days of flows below the MFL target.

Salinity at the USGS River Mile 9.1 station was highly variable throughout February. The mean monthly salinity was 2.6 ppt, with a peak daily mean salinity of 9.0 ppt on February 14 (green line in the lower panel). The magnitude and persistence of elevated salinity caused the 20-day rolling average (black line) to rise above the 2 ppt MFL threshold, resulting in an MFL Rule Exceedance.

Both salinity peaks shown in the lower panel correspond to the onset of the third-quarter moon phase, consistent with a similar pattern that we identified during the 2025 dry season. As of March 11 we have had 44 days of salinity exceedances.

With several days of flows at or near zero, we will continue to closely monitor flow and salinity conditions as we enter the peak of the dry season following an unusually dry year. The District's online Minimum Flow and Level (MFL) data visualization tool that is updated daily and available [HERE](#).



Loxahatchee River District
WildPine Laboratory
www.loxahatcheeriver.org

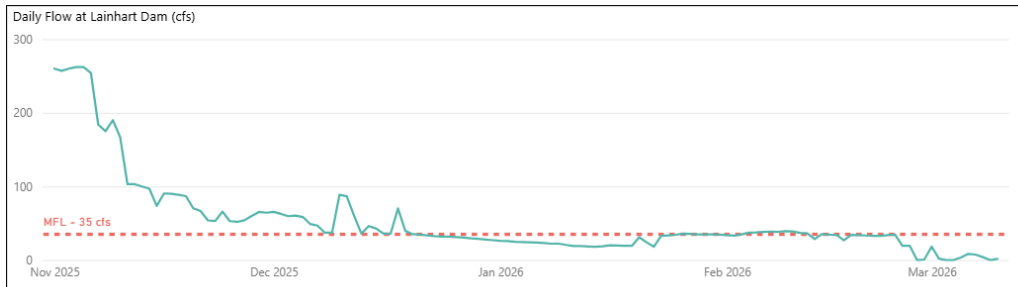
Loxahatchee River Flow at Lainhart Dam and Salinity at River Mile 9.1 Relative to the Minimum Flow & Level (MFL)
Data from USGS. MFL Exceedance when Flow is less than 35 cfs for 20 consecutive days or Salinity 20d rolling average is greater than 2 ppt.

Date Selector - Slide ends of bar to change dates or enter dates in boxes

11/1/2025 3/10/2026

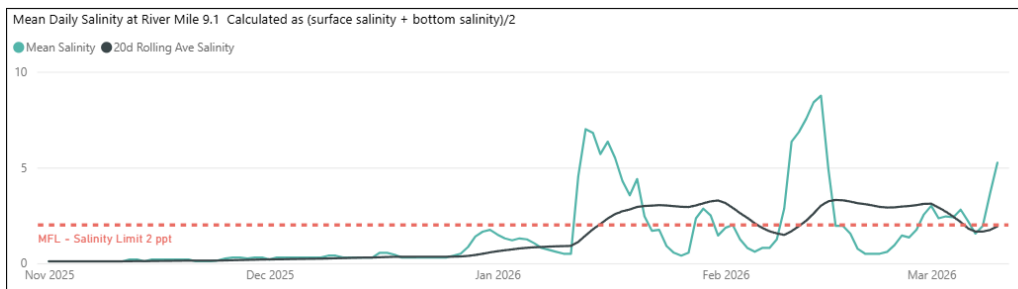


South Florida Water Management District's Real-time Flow Data for Lainhart Dam Available [HERE](#)



Days of Flow Less Than MFL for Selected Dates
68

Average flow (cfs) for Selected Dates
52.9

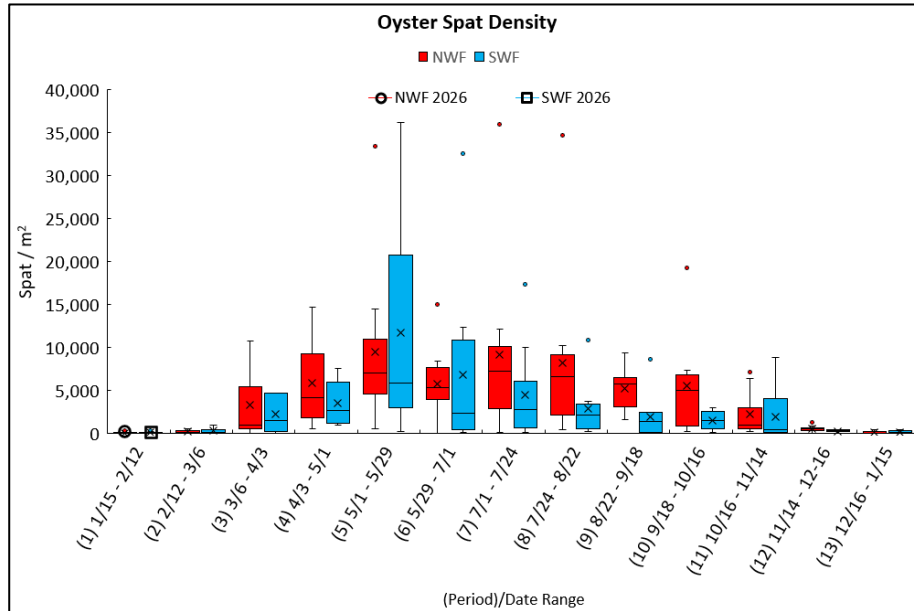


Days of Salinity MFL Exceedance
44

Average Salinity (ppt) for Selected Dates
1.50

Oyster Spat Monitoring

The 28-day oyster spawning and settlement monitoring period ending February 12 marks the beginning of the 2026 oyster spat monitoring season. As expected, monitoring indicated minimal oyster settlement in both the Northwest Fork and Southwest Fork of the Loxahatchee River resulting in only 72 and 11 spat/m² respectively (figure below), which is typical of this time of year. In both forks, most of the settlement activity was at the downstream sites.



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).

Remarkable River Encounters & Volunteers

The lab staff have been working with two volunteers interested in what we do at the Loxahatchee River District. Holly and Sky are currently interns working for the American Conservation Experience, a nonprofit federal land management organization, working on restoration activities at the Bureau of Land Management property at the Jupiter Lighthouse. During a federal shutdown, they reached out to Loxahatchee River District for some learning opportunities. So far they have conducted water quality sampling and processing with us. Recently, they joined us on the Riverkeeper boat to help with our oyster recruitment project. While motoring south in the intracoastal waterway (north of Cato's Bridge), we spotted a leatherback sea turtle, an incredibly rare experience! After sharing photos with a friend that works at the Loggerhead Marine Life Center, their leatherback photo identification database suggested the turtle is a female they named "Reef" who was first spotted nesting in 2002 and last spotted in 2024.

Then, while surveying the oyster tiles, they were amazed by all the juvenile organisms inhabiting the tiles including crabs, worms, shrimp, gobies, and even a tiny sargassum fish (pictured below).

As if that wasn't enough excitement for one day, as we were on our way back from the Northwest Fork, we spotted an adult and juvenile dolphin in the central embayment. What an amazing day!

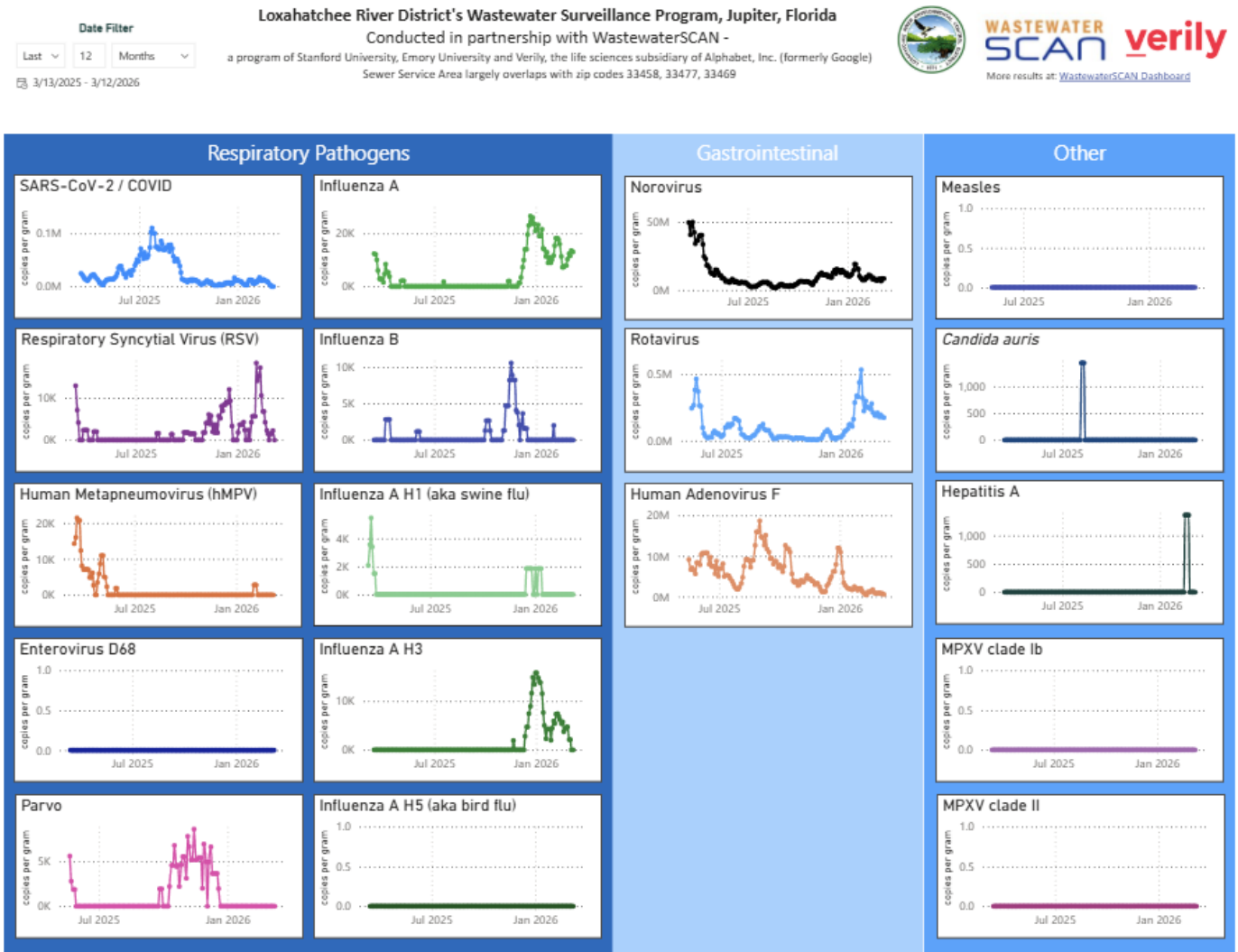


Wastewater Surveillance

In February, our wastewater surveillance data indicated high concentrations of Influenza A, RSV, and Rotavirus.

While it seems there is no shortage of illnesses circulating among family, friends, and co-workers, it is important to remember that we are not testing for all the illnesses that are circulating. However, we are excited to be a part of a pilot project the researchers are doing to evaluate using metagenomics to be able to test for hundreds of pathogens. We will keep you apprised of this exciting work.

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 12 months.

Customer Service

Billing & Payments

In February, the Customer Service Team was busy processing over 17,000 payments totalling over \$2.7M.

Nearly 11,000 of these payments were made by Automatic Payment – a new record. Also last month we reached a new high of 92% of the payments made by digital means (versus paper check or cash). These efficient payment methods provide our staff time to work on other important tasks.

Staff and the Attorneys completed the quarterly Lien and Lien Amendment processing.

On March 4 we began the distribution of 3,964 courtesy past due notices, the fewest number since our transition to Edmunds in January 2024.

Information Technology (IT)

New AI Digital Assistants for HR Policy and LRD Rules

This month we rolled out two new AI agents serving as digital assistants that staff can interact with to find answers to questions.

What will these Assistant do?

- The assistant searches through all current official documents to find the right information.
- It will provide employees clear, easy-to-understand answers based on the official policies.
- It will cite the source passage where the answer was found so staff can verify answers
- Provides a weekly summary of the questions that the assistant was asked is emailed to key staff to review and improve our policies and rules.

The screenshot shows the interface for the "LRD HR Personnel Policy Assistant". At the top, it identifies the user as "Loxahatchee River Environmental Control District" and the assistant as "HR Personnel Policy Assistant". On the left, there is a list of "POLICY DOCUMENTS" including: Volunteer Policy, Staff Award Policy, Drug & Alcohol Testing Policy For DOT-Covered Commercial Drivers, Drug-Free Workplace Policy, Social Media Policy, Moving Expense Policy, E-Mail and Internet Use Policy, E-Verify Policy, Employee Insurance Policy, Employee Wage Policy, Ethics Policy, Holiday Policy, Uniform & Dress Code Policy, Retirement Plan Summary of Plan Provisions, and Personnel Policies & Procedures. Below this list, it indicates "15 document(s) loaded". The main area on the right features a "Welcome to the LRD HR Personnel Policy Assistant" message. It explains that the assistant can answer questions about personnel policies, HR procedures, employee benefits, or workplace rules, and that it only answers from official policy documents. It also notes that users can click on green source cards to read the exact text from the policy document. Below this, there is a "TRY ASKING..." section with several example questions in green bubbles: "What is the leave policy for full-time employees?", "How does the grievance process work?", "What are the rules around outside employment?", "What disciplinary actions can be taken for policy violations?", "How is performance evaluated?", and "What are the drug and alcohol testing requirements?". At the bottom, there is a search bar with the placeholder text "Ask a question about LRD personnel policies..." and a green play button icon.

Loxahatchee River Environmental Center

February 2026



River Center Summary Statistics

LRD'S ENVIRONMENTAL STEWARDSHIP DASHBOARD



		Total Visitors <small>(incl. Visitors, Field Trips, Onsite Programs)</small>	1st Time Visitors	Average Program Participation <small>[Actual participants/Capacity of Program]</small>	Volunteer Hours	Visitor Satisfaction	Staff Overall Program Assessment	Expenses	Revenue
Benchmark / Customer Expectation	Total	Total	% of Capacity	Total	Rating Average <small>[Max Rating is 5]</small>	Rating Average <small>[Max Rating is 9]</small>	% within budget	% of Target	
Green Level	≥ 90%	≥ 90%	≥ 85%	≥ 90%	≥ 4	≥ 7	≥ 85% but ≤ 105%	≥ 90%	
Yellow	≥ 75%	≥ 75%	≥ 70%	≥ 75%	≥ 3	≥ 5	≥ 80%	≥ 75%	
Red	<75%	<75%	<70%	<75%	<3	<5	< 80% or > 105%	<75%	
2023 Baseline	1,398	110	93%	300	4.7	7.8	83%	86%	
2024 Baseline	1,437	100	99%	454	4.7	7.9	98%	104%	
2025 Baseline	1,416	102	97%	366	4.7	8.2	95%	150%	
2025	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%
	Oct	1,518	82	96%	285	4.7	8.3	95%	147%
	Nov	1,026	68	86%	231	4.8	8.1	95%	184%
	Dec	950	91	85%	214	4.6	8.1	101%	285%
2026	Jan	1,169	122	85%	215	4.6	8.3	83%	229%
	Feb	1,381	145	87%	239	4.7	7.7	87%	206%
Consecutive Months at Green		5	13	13	13	13	13	1	13
Metric Owner		O'Neill	O'Neill	Duggan/Warwick	Patterson	O'Neill	O'Neill	O'Neill	O'Neill

Metric	Explanation

River Center General

Automated Booking Confirmation Processing

Each summer, staff faced the tedious and time-consuming task of manually entering camp registration data into Excel spreadsheets to serve as weekly manifests. To address this, LRD IT met with River Center staff, who came well-prepared — clearly articulating the problem through a supporting document and a brief meeting. That clarity made it possible to move quickly toward a solution.

The result is a fully automated booking confirmation workflow using Microsoft Power Automate with an A.I. builder, SharePoint Lists, and Power BI. Joe Chung built the SharePoint Lists and the Power Automate Flow using sample confirmation emails from FareHarbor, the River Center’s booking web application. Jocelyn O’Neill built the Power BI file that will transform the data into tables that are easily viewed and copied for the Camp Directors. This marks a significant step forward in operational efficiency for the Loxahatchee River Center. Incoming booking emails are now processed automatically, with all booking and participant information captured and made immediately available in SharePoint — no manual review, interpretation, or data entry required.

The benefits to staff are immediate and lasting: time once spent on repetitive transcription is fully reclaimed, the risk of human error is eliminated, and records are available in real time. As booking volume grows with the organization, the system scales effortlessly — staff workload stays the same. A Power Bi report was developed to further streamline the process of creating the weekly manifests and can also be used to track campers and counselors over time.

The outcome is a leaner, more focused team, free to direct their energy where it matters most: delivering exceptional program experiences.

Camp Manifest

Camp Manifest																	
Middle School Snorkel Camp				Nature Navigators				River Trekkers				Teen Community Service Week					
Week of Camp																	
6/9/2025			6/16/2025			6/23/2025			7/7/2025			7/14/2025			7/21/2025		
ParticipantName	Age	Parent Contact	Phone	Email	Swim Level	TShirt Size	Extra TShirt	Extended Care	Siblings	Waiver	Health Form						
Aidan Maharaj	14	Allyson Maharaj	(561) 319-6229	aaamaharaj@hotmail.com	Experienced	Adult Small				1	1						
Andrew Potgieter	8	Jenna Potgieter	(561) 762-3209	jennawidness@gmail.com	Intermediate	Youth Large			Yes	1							
Ari Papayannis	13	Andrea Papayannis	(717) 880-9827	anfash1@aol.com	Experienced	Adult Large	1	Yes		1	1						
Benjamin Tronolone	8	Lindsey Tronolone	(561) 568-1502	lec7736@gmail.com	Experienced	Youth Medium											
Chase Bardorf	12	Marisa Bardorf	(561) 601-1315	marisabardorf@icloud.com	Beginner	Adult Small											
Colin Potgieter	8	Jenna Potgieter	(561) 762-3209	jennawidness@gmail.com	Intermediate	Youth Large			Yes								
Connor McCoy	14	Tara McCoy	(954) 803-8118	taramccoy05@gmail.com	Intermediate	Adult Medium	1	No	No								
Cooper Swist	9	Jennifer Swist	(561) 401-9130	jenniferswist@comcast.net	Intermediate	Youth Medium		Yes		1							
Emerson Zurita	9	Jessica Zurita	(561) 389-6623	jpzurita19@aol.com	Intermediate	Youth Medium			Yes								
Emily Blaise	7	Jeremy Blaise	(315) 440-2701	jeblaise@gmail.com	Intermediate	Youth Small			Yes								
Evan Hansen	10	Tima Hansen	(772) 341-3754	tima.hansen@aol.com	Experienced	Youth Large			Yes								
Fake Kid 1	10	Jocelyn P O'Neill	(561) 889-6185	joneill1001@gmail.com	Intermediate	Youth Large	2	Yes	Yes	1	1						
Fake Kid 2	6	Jocelyn P O'Neill	(561) 889-6185	joneill1001@gmail.com	Beginner	Youth Small	2	Yes	Yes	1	1						
Henry Bouver	15	Amy Broderick	(305) 720-1725	amysbroderick@gmail.com	Experienced	Adult Medium			Yes								
Jack Rose	5	Kristin Rose	(561) 339-0590	kristinrose729@gmail.com	Intermediate	Youth Small			Yes								
James Hershonik	7	Allison Hershonik	(561) 301-5737	allison.cannatella@gmail.com	Intermediate	Youth Small											

CounselorName	Parent Contact	Phone	Email	TShirt Size	Waiver	Health Form
Jocelyn O'Neill	River Center	561-743-7123	jocelyn.oneill@lreccd.org	Adult XL	1	1
Total	River Center	561-743-7123	jocelyn.oneill@lreccd.org	Adult XL	1	1

River Center Special Programs

Lecture Series [Friday, February 6th]



In February, our lecture speaker was David Goethel, a retired fisherman, biologist, and author. He talked about his career as a fisherman and scientist, and shared with us excerpts from his book *Endangered Species*. David explained that “Fishing is not a job; it is a way of life”. David is determined to maintain that life fighting through storm tossed adversity that nature endlessly lays out, and the new efforts of a modern society who live on land with no concept of how those at sea ensure their own survival as well as



the fish on which we all depend.

Blooming in the Garden – Bees [Saturday, February 7th]



This month’s Blooming in the Garden program centered around the theme of bees. We began with a reading of *If Bees Disappeared* by Lily Williams, followed by looking at a curated collection of bees, ants, and wasps. Participants were then able to create their very own bee houses. They then explored our garden, searching for live bees and other bugs. Blooming in the Garden is designed for children ages 3–6 and their families, offering hands-on nature experiences each month. We look forward to welcoming families back in February for our program on Bees.



Homeschool Workshop [Wednesday, February 11th]



This month’s homeschool workshop focused on Habitat Conservation. This Homeschool workshop program was all about animal habitats and conservation. Students learned about what a habitat is and what resources animals need to survive. We discussed various threats to habitats like natural disasters, human impacts and invasive species. Students then played our Habitat conservation survival game. This modified version of Tag explains the relationship between predators and prey, including habitat protection, human impacts, and restoration.

Science with Sam – Happy Habitats [Saturday, February 14th]

In February, Science with Sam lead a program on Habitats. Students learned what habits are, resources wildlife need in each habitat, which habitats we have in Florida, and ways we can protect our local habitats. Students partook in an educational game showcasing the struggles wildlife face while living in changing habitats. The connection was made to the Loxahatchee River District and the work our staff put into restoring oyster and seagrass habitats, along with the wastewater treatment plant which recycles water to meet local landscape irrigation demands.



Swamp Tromp – Cypress Creek [Tuesday, February 17th]



We had a great time “wet” hiking in the swamp at Cypress Creek Natural Area. Despite the Cypress Dome being mostly dry, we found a way to get our feet wet and experience a new side of the natural area.

Participants enjoyed wading between cypress domes and exploring a normally unavailable trail



through the puddles of water. This hike is an “adventure” tour since it is not a marked trail. Participants saw native tree species, native fern species, waterfowl, and bones of wild boar.

Tots on Trails [Wednesday, February 18th]

This month’s Tots on Trails program was held at Cypress Creek South Natural Area, where our young nature enthusiasts hiked



between wetland and hammock habitats, seeing the transition between them. Participants were treated to a little blue heron sitting on the fishing pier when we walked up and little turtle heads in the water seeing who was visiting. Tots on Trails is designed for children ages 2–6 and their families, providing opportunities to explore and connect with local natural areas. We look forward to welcoming families to our



March program at Frenchman’s Forest.

Evening Lecture Series [Friday, February 20th]



In February, our evening lecture series started back up with speaker Annessia Michaels, sea turtle researcher with The Inwater Research Group. Since 2005, Inwater Research Group has studied the health, behavior, diet, and habitat use of sea turtles in Palm Beach County. This presentation highlighted the research conducted at Lake Worth Lagoon and Jupiter Inlet, diving into the importance of studying these animals and how this information can help us protect their species for generations to come. Our visitors really enjoyed learning about the

populations of our local sea turtles.

River Walk Environment Day Outreach [Saturday, February 21st]

Our new Environmental Education Intern, Allan Manuel, attended Environment Day at the River Walk Community in West Palm Beach. It was our first event with this group. Visitors learned more about the programs that River Center offers, enjoyed touching biofacts, and engaged Allan with questions about local wildlife and conservation efforts. Many also took the opportunity to explore the other exhibitor tables throughout the event. This was a successful introduction to the River Walk Community and a positive first step in building an ongoing relationship with this audience.



Atala Butterfly Festival [Saturday, February 28th]



Our annual Atala Butterfly Festival was successful and a lot of fun for everyone. Over 200 people attended the event. Highlights of the event included three lectures: The first given by Dr. Peter Lekos, who discussed the importance of bats as pollinators. ChrisAnne Rivers, a Florida Master



Gardener conducted a talk about Native Florida Plants and how to attract pollinators. The third lecture was conducted by Teri Jabour from the North American Butterfly Association who presented about the Atala Butterfly. We also welcomed back Nature's Backyard Nursery to provide native plants for our plant sale as well as 4 exhibitors: MacArthur Beach State Park, UF IFAS Master Gardeners, The North American Butterfly Association -Atala Chapter, and Butterfly Blessings, who creates paper butterfly mobiles. Other activities at the festival included seed plantings, crafts, a special story time given by Gail Gray Tanis (author of "Monica to Monarch"), and a scavenger hunt. It was a great day to celebrate our pollinators!



Birding at the Loxahatchee River District – [Friday, February 27th]
River Center staff welcomed guests to the Loxahatchee River District property to participate in a birding tour with Audubon Everglades. During our birding tour, participants learned about what we do at the facility and the importance of our reclaimed water lakes and the habitat they provide. On the walk we saw a multitude of bird species, most notably some great blue herons and a couple of bald eagles.



JERFSA Wastewater Treatment Plant Tour [Friday, February 27th]
The River Center led a guided tour of the Loxahatchee River District’s wastewater treatment plant for Jupiter High School’s Environmental Research and Field Studies Academy. Students learned about the Wild and Scenic River designation and the District’s founding in 1971. They were surprised to learn that garbage disposals do not breakdown food as much as they thought. The group also engaged in a lively discussion about so-called “flushable” wipes and their impacts on wastewater systems. During the tour, students gained insight into the extensive and delicate processes involved in recycling wastewater and biosolids. At the end of the program, students received a worksheet packet and quiz.

Volunteer of the Month

Our February Volunteer of the Month is Valerie Jones. Valerie is new to our volunteer team but that did not stop her from jumping in and help wherever needed. Valerie is always so welcoming to guests and helps them feel right at home. She also helps with our special events and will do whatever is necessary to make them a success. She was amazing with our Touch Tank at the Atala Butterfly Festival. Her reliability, upbeat attitude, and enthusiasm for sharing information about the Center help create an engaging and memorable experience for all visitors and other volunteers. Thank you, Valerie, for your commitment to The River Center. We appreciate you!

UPCOMING EVENTS

RSVP at www.lrdrivercenter.org/events-calendar
rivercenter@lrccd.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.

March 20th, 10:00 a.m. – 12:00 p.m.: Nature Hike [Frenchman’s Forest Natural Area]: Come explore with us! Tie up your hiking boots and join the River Center for our nature walk through Frenchman’s Forest. Walk along the guided paths and immerse yourself in this local, natural area. We will explore a path inside this natural area with uneven terrain. Interested participants should wear closed-toed shoes, long pants (recommended), a walking stick, comfortable clothing and bring plenty of water. Bug spray is highly recommended. Please RSVP to attend. Space is limited. 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.

March 20th, 6:00 p.m. – 7:00 p.m.: Evening Lecture [The Reef Institute]: Join us at the River Center for our evening lecture series! Our March Speaker is The Reef Institute. The Reef Institute aims to transition our education systems from mere awareness of ocean challenges to fostering active stewardship of our reefs. The Reef Institute focuses on biobanking corals, promoting propagation, facilitating larval settlement, juvenile rearing, and outplanting corals. They are dedicated to rebuilding

the reef, beginning in Palm Beach County, extending throughout Florida, and collaborating across the Caribbean. Registration is required to attend. This event is not recommended for children under the age of 14. 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.

March 21st, 10:00 a.m. – 12:00 p.m.: Fishing Adventure [Cypress Creek Natural Area South]: Join us for our new summer fishing program! We'll be set up at Cypress Creek South. This off-site program is designed for young anglers who want more fishing experience. It's an exciting way to discover new fishing spots while accompanied by River Center staff. Poles and bait will be provided, or you can bring your own gear. Parents are encouraged to accompany their children and participate. Everyone should bring water, sunscreen, hats, and sunglasses. Cost is \$10. Registration is required to attend. Space is limited. This is not a drop-off program.

March 25th, 10:30 a.m. – 12:00 p.m.: Homeschool Workshop [Venomous vs. Poisonous]: In this interactive homeschool workshop, students will learn the difference between venomous and poisonous animals, why these adaptations evolved, and how they help animals survive in the wild. We will discuss how venom works as an injected toxin (delivered by fangs, stingers, or spines) and how poison works when it is touched, eaten, or absorbed. Through hands-on activities, games, and demonstrations, students will discover fascinating examples of animals from around the world—and right here in Florida—that use these defenses.

March 28th, 10:00 a.m. – 12:00 p.m.: Archery 101 [LRD 20 Acres]: Join the River Center for our Archery 101 Beginners workshop! Learn about the complex history of archery, safety, and basic skills. All equipment will be provided. Closed toe shoes are required; Participants should bring comfortable clothing, hat, water, and sunscreen. Cost: \$10 per person. For ages 10 and up. IMPORTANT: Registration is required to attend. Space is limited. This is not a drop-off program. The location for this event is off-site on private property. Directions will be emailed to registered participants only. Guests that are not guardians of child participants or are not registered to attend are not allowed on property. 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.

March 28th, 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

April 3rd, 12:00 p.m. – 1:00 p.m.: Lecture [The Loxahatchee River: An Environmental History]: Join us at the River Center for our monthly lecture series! Our April Speaker is Josh Liller - Jupiter Inlet Lighthouse Museum – Jupiter Inlet Lighthouse Historical Society. Josh Liller has been the Historian and Collections Manager for the Loxahatchee River Historical Society for the last decade. A graduate of Florida Atlantic University, he is the co-author of Five Thousand Years on the Loxahatchee (Revised Edition), editor of The Florida Lighthouse Trail 2nd Edition, and editor-author of the LRHS Quarterly local history newsletter. Registration is required to attend. This event is not recommended for children under the age of 14.

April 4th, 10:00 a.m. – 12:00 p.m.: Wilderness Skills – Leave No Trace [Jupiter Inlet 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 four-part series

will include natural shelter building, orienteering, and more! Ages 8+. Registration is required. Space is limited. Level of Difficulty: Easy, all paddler levels welcome.

April 4th, 10:00 a.m. – 11:30 a.m.: Blooming in the Garden [April Showers]: Join the River Center for our Bloomin' in the Garden program, designed for children ages 3-6. This month's theme is April Showers! 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. 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.

April 4th, 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

April 11th, 8:00 a.m. – 1:00 p.m.: Fishing Merit Badge [Scouting America]: Get ready to get hooked on one of Scouting's most popular outdoor skills! Scouts are invited to earn their Fishing Merit Badge at this exciting, hands-on workshop hosted at the River Center. Set along the beautiful Loxahatchee River, this experience blends skill-building, outdoor adventure, and conservation education in a fun and supportive setting. During the program, Scouts will work through key requirements of the Fishing Merit Badge while learning the fundamentals every angler needs to know. Instruction will include hands-on practice with knot tying, selecting and using tackle, and proper casting techniques. Scouts will also explore important topics such as fishing ethics, conservation and stewardship of aquatic resources, local fishing regulations, and how to identify common freshwater and saltwater fish species. Best of all, this is not just a classroom experience—Scouts will put their new skills to the test by fishing on-site with guidance from knowledgeable instructors. Whether a Scout is brand new to fishing or already has experience, this workshop is designed to build confidence, competence, and appreciation for the outdoors. All fishing equipment and materials are provided, so Scouts can simply bring their enthusiasm, curiosity, and readiness to learn. This program is an excellent opportunity to complete merit badge requirements while enjoying time on the water and gaining lifelong outdoor skills.

April 14th, 2:00 p.m. – 4:00 p.m.: Nature Journaling Class [Blowing Rocks Preserve]: *Life Between the Tides (Tidepool Exploration)* Students have time to explore the tidepools, discover the animals that live there, and journal what they see and feel. 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. Recommended ages 11+. Purchase the starter kit for \$5 per person. 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.

April 15th, 10:00 a.m. – 11:00 a.m.: Tots on Trails [North Jupiter Flatwoods Natural Area]: Let's get outside! Join the River Center for our Tots on Trails program, designed for children ages 2-6! Each month, we'll explore a new natural area in the Jupiter/Tequesta area. This month, we'll be at North

Jupiter Flatwoods. ****THIS IS AN OFF-SITE PROGRAM!**** 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. Adults and children should come prepared to be outside for an hour. This includes comfortable clothing, closed toe shoes, hats, sunscreen, bug spray, and water bottles. Limited to 20 children (+ their accompanying adults). Siblings of all ages are welcome, just include them in your registration! This program is free of charge. 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. Please RSVP to attend. Registration Opens on March 18th.

April 17th, 6:00 p.m. – 7:00 p.m.: Evening Lecture [Schoolyard Films]: Join us at the River Center for our evening lecture series! Our April Speaker is Tom Fitz, Executive Director of Schoolyard Films. Tom Fitz is a multiple Emmy Award winning cameraman whose work has been broadcast by PBS, BBC, National Geographic, Discovery, ABC, NHK, Tokyo Broadcasting, and others. His programs have also been displayed in museums (including the Smithsonian, in Washington D.C.) and in other non-broadcast venues. Tom has over 35 years of experience in natural history camerawork, and his projects have taken him all over the world. In 2004 Tom began producing his own films too, earning numerous awards, and in 2008, with Karina Fitz, he co-founded Schoolyard Films with a mission to educate and inspire, while promoting good stewardship of the planet. In 2021, Tom was inducted into the "Florida Artist's Hall of Fame," a very exclusive honor. And in 2023, Tom shifted his work to follow his growing passion for environmental education. He now devotes himself full-time to Schoolyard Films, trying to save the world... one film at a time. Registration is required to attend. This event is not recommended for children under the age of 14.

April 21st, 4:00 p.m. – 5:00 p.m.: Science with Sam [Earth Day]: Join our Scientist Sam for different science activities! Join our Science with Sam class this Earth Day! Dive into the wonders of our incredible planet—discover what makes Earth so special, learn about endangered species, and find out how YOU can make a difference! Plus, take home a fun Earth Day craft after a walk in nature. Let's celebrate and care for our planet together! Registration will open on March 17th 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.

April 22nd, 10:00 a.m. – 12:00 p.m.: Kayak Tour [Pine Glades Natural Area]: Join the River Center for our Public Kayak Tour to Pine Glades Natural Area. Paddle along through the freshwater marsh on our naturalist led tour for great views of local wildlife. All equipment will be provided but interested participants should bring closed-toe and closed-heeled water shoes, hat, sunscreen, and plenty of water! The cost for this program is \$20 per person. Make sure to reserve your spot today! Space is limited!

April 25th, 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 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.



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: March 11, 2026
Subject: District Safety Report for February 2026

Safety Metrics: February 2026

OSHA recordable injuries: Zero

Lost time injuries: Zero

Actual TRIR: 0.95 [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 zero (0) OSHA Recordable Injury this month. The TRIR is 0.95, which is better than the District goal of 1.5.

The District experienced zero (1) minor Motor Vehicle Accident (MVA) this month. With seven MVA's in the last 12-month period, the MVA incident rate is at 3.5. Which exceeds the LRD MVA goal of 2.2. We will be adding a Driving Safety course for all drivers involved in an incident moving forward.

JHA and Work Orders: This month 100% of the applicable Work Orders (WO) included a JHA. This represents thirty-three (33) 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:	100 %	Construction:	100 %
Operations:	100 %	Inspection:	100 %
Collections:	100 %	Wild Pine Lab	100 %
Maintenance:	100 %	River Center	7 Electronic JHA

Kevin L. Baker
CHAIRMAN

Gordon M. Boggie
BOARD MEMBER

Stephen B. Rockoff
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

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. 298 machine-specific LOTO forms were completed by District employees this month. Current data indicates our District-wide LOTO compliance rate is at 98% 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:	100 %	Construction:	100 %
Operations:	100 %	Inspection:	N/A
Collections:	98 %	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 zero 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 this month had zero New Employee Onboarding Safety Training. Other Safety training included Computer Based Training (CBT) for Back Injury Prevention/Awareness. We also had Classroom Training for Arc Flash, for our newest team members.

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.



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: March 13, 2026
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	\$ 14,447.74	\$ 57,706.83
Baxter & Woodman	\$ 27,481.01	\$ 71,577.10
Carollo	—	\$ 3,005.08
Holtz	\$ 26,961.30	\$ 59,666.50
KCI	—	\$ 5,960.00
Kimley-Horn & Associates, Inc.	—	\$ 15,803.15
Mock, Roos & Associates	—	\$ 17,560.45

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

Kevin L. Baker
CHAIRMAN

Dr. Matt H. Rostock
BOARD MEMBER

Stephen B. Rockoff
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER



Future Business

General:

- Compensation and Benefits Assessment

Future Contracts:

- IT Disaster Recovery – Contract Award
- IQ511 Electrical and I&C Improvements – Engineering Design Contract Award
- IQ518 Electrical and I&C Improvements – Construction Contract Award
- IQ518 Electrical and I&C Improvements – Engineering Services During Construction Contract Award
- Master Planning – Gravity System Lining Program – Professional Engineering Services Contract Award
- Master Planning - Force Main Evaluation, Preventative Maintenance and Replacement Program - Professional Engineering Services Contract Award