

# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458

Telephone (561) 747-5700 • Fax (561) 747-9929 • [www.loxahatcheeriver.org](http://www.loxahatcheeriver.org)



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

## AGENDA REGULAR MEETING #1-2017 JANUARY 19, 2016 – 7:00 PM AT DISTRICT OFFICES ALL MEETINGS ARE OPEN TO THE PUBLIC

1. Call to Order & Pledge of Allegiance
2. Administrative Matters
  - A. Roll Call
  - B. Previous Meeting Minutes **Page 3**
  - C. Additions and Deletions to the Agenda
  - D. Election of Officers **Page 8**
3. Comments from the Public
4. Status Updates
  - A. Loxahatchee River Watershed **Page 9**
  - B. Loxahatchee River District Dashboard **Page 10**
5. Consent Agenda (see next page) **Page 11**
6. Regular Agenda
  - A. Consent Agenda Items Pulled for Discussion
  - B. Governing Board Appointments and Liaisons **Page 72**
  - C. River Center Lease renewal **Page 74**
  - D. 2017 Lift Station rehabilitation contract **Page 96**
  - E. Pharos Books Purchase Order **Page 99**
7. Reports (see next page) Pulled for Discussion
8. Future Business **Page 146**
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 will need a record of the proceedings, and that, for such purpose, he 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: January 9, 2017

Stephen B. Rockoff  
Board Member

Dr. Matt H. Rostock  
Board Member

Gordon M. Boggie  
Chairman

Harvey M. Silverman  
Board Member

James D. Snyder  
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. Authorization to Execute Reports (Resolution 2017-01) [Page 12](#)
- B. 10828 Whispering Pines Trail – Preliminary Assessment (Resolution 2017-02) [Page 14](#)
- C. SE Harken Terr Ph I – Preliminary Assessment (Resolution 2017-03) [Page 21](#)
- D. Hyland Terr Properties – Preliminary Assessment (Resolution 2017-04) [Page 28](#)
- E. Hyland Terr Ph II – Preliminary Assessment (Resolution 2017-05) [Page 35](#)
- F. SE Linden St. – Preliminary Assessment (Resolution 2017-06) [Page 42](#)
- G. SE Pine Grove St. – Preliminary Assessment (Resolution 2017-07) [Page 49](#)
- H. Amended Notices of Intent – Hyland Terr. Properties and Hyland Terr. Ph II [Page 56](#)
- I. Filter Pump #2 pump and motor purchase – to approve purchase [Page 58](#)
- J. Deep Well pump and motor purchase – to approve purchase [Page 62](#)
- K. Employee Retirement Plan Trustee Designation – to designate Trustee [Page 64](#)
- L. Policy and Procedures – review and modifications [Page 65](#)
- M. Change Orders to Current Contracts – to approve modifications [Page 69](#)

## **7. REPORTS**

- A. Neighborhood Sewering [Page 102](#)
- B. Legal Counsel’s Report [Page 105](#)
- C. Engineer’s Report [Page 110](#)
- D. Busch Wildlife Sanctuary [Page 117](#)
- E. Friends of the Loxahatchee River [Page 118](#)
- F. Director’s Report [Page 123](#)

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



## MEMORANDUM

TO: Governing Board

FROM: Recording Secretary

DATE: January 9, 2017

RE: Approval of Meeting Minutes

Attached herewith are the minutes of the Regular Meeting of December 15, 2016. As such, the following motion is presented for your consideration.

“THAT THE GOVERNING BOARD approve the minutes of the December 16, 2016 Regular Meeting as submitted.”

J:\BOARD\MinutesSamples\MinutesMemo.docx

Stephen B. Rockoff  
Board Member

Dr. Matt H. Rostock  
Board Member

Gordon M. Boggie  
Chairman

Harvey M. Silverman  
Board Member

James D. Snyder  
Board Member

Ref: #21-2016

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT  
REGULAR MEETING - MINUTES  
DECEMBER 15, 2016

1. CALL TO ORDER

Chairman Boggie called the Regular Meeting of December 15, 2016 to order at 7:00 pm.

2. ADMINISTRATIVE MATTERS

A. ROLL CALL

The following Board Members were in attendance.

Mr. Silverman  
Mr. Boggie  
Dr. Rostock

Staff Members in attendance were Dr. Arrington, Mr. Yerkes, Mr. Dean, Ms. Peterson, Mr. Howard, Mr. Cruz, Mr. Chung, Mr. Reynolds and Mr. Vaughn.

Consultants in attendance were Mr. Muniz from Hazen and Sawyer, Ms. Miranda and Ms. Wood from Holtz Consulting, Ms. Marshall and Mr. Pugsley from Mathews, Mr. Prinyavivatkul from Arcadis and Mr. Shenkman with DeSantis, Gaskill.

B. PREVIOUS MEETING MINUTES

The minutes of the Public Hearing and Regular Meeting of November 17, 2016 were presented for approval and the following motion was made.

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

“THAT THE GOVERNING BOARD approve the minutes of the November 17, 2016 Public Hearing and Regular Meeting as submitted.”

C. ADDITIONS & DELETIONS TO THE AGENDA

Item 6C was removed from the agenda.

3. COMMENTS FROM THE PUBLIC

No comments were received.

#### 4. STATUS UPDATES

##### A. LOXAHATCHEE WATERSHED STATUS

Mr. Chung gave an overview of the improvements and updates to the Dewatering Building.

##### B. LOXAHATCHEE RIVER DISTRICT DASHBOARD

Dr. Arrington reviewed the District Dashboard.

#### 5. CONSENT AGENDA

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

“THAT THE GOVERNING BOARD approve the Consent Agenda of December 15, 2016 except for Item 5C.”

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

##### A. Turtle Creek Subsystem 3 – Notice of Intent to Assess (Res. 2016-37)

“THAT THE GOVERNING BOARD approve Resolution 2016-37, the Notice of Intent to Assess, the Pending Lien Notice, and the Exhibits for the Turtle Creek Subsystem 3 Assessment Area.”

##### B. Legal Representation (Mathison Whittles) – to increase purchase order amount

“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to increase PO #47794 to Mathison Whittles, LLP to an amount not to exceed \$91,000.”

##### D. Portable generators – to approve purchase

“THAT THE DISTRICT GOVERNING BOARD authorize the purchase of 2 new 38kW Wacker Neuson G50 Heavy-Duty Mobile Generators from Kelly Tractor Co., under the Florida Sheriff’s Association & Association of Counties contract #16-VEH14.0, Specification #71 and in accordance with their Quote dated December 5, 2016 , in an amount not to exceed \$61,800.00.”

##### E. Disposal of Fixed Assets

“THAT THE GOVERNING BOARD authorize the Executive Director to dispose of the property listed in the December 8, 2016 memorandum totaling \$357,075.85.”

##### F. Change Orders to Current Contracts – to approve modifications

“THAT THE DISTRICT GOVERNING BOARD authorize approval of Change Order #1 to the Dewatering Control System Refurbishment Additions with Process Control Consultants, Inc. in the amount not to exceed \$12,750.00.”

## 6. REGULAR AGENDA

A. Consent Agenda Items Pulled for Discussion.

5C. Policy and Procedures – review and modifications

The Policy and Procedures modifications were tabled until next month.

B. LRECD v RSUI – to approve settlement agreement

The Board discussed the proposed settlement agreement.

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

“THAT THE DISTRICT GOVERNING BOARD approve the Loxahatchee River Environmental Control District v. RSUI Indemnity Company Mediation Agreement dated November 1, 2016, and authorize the Executive Director to execute a comprehensive settlement agreement and general release with and for RSUI Indemnity Company in concordance with the terms of the November 1, 1016 Mediation Agreement.”

D. Executive Director’s Annual Review

The Board discussed Dr. Arrington’s 2016 performance.

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

“THAT THE DISTRICT GOVERNING BOARD receive the review of Dr. Albrey Arrington, Executive Director, and adjust his Employment Agreement as follows: A 1.1% increase in his base salary, effective January 1, 2017, and a net \$7,500.00 bonus, paid December 16, 2016.”

## 7. REPORTS

The following reports stood as written:

A. NEIGHBORHOOD SEWERING

B. LEGAL COUNSEL'S REPORT

C. ENGINEER'S REPORTS

D. BUSCH WILDLIFE SANCTUARY

E. FRIENDS OF THE LOXAHATCHEE RIVER

F. DIRECTOR'S REPORT

Dr. Arrington stated that the River Center lease would not be renewed by the County at its expiration.

8. FUTURE BUSINESS

The Future Business Report stood as written.

9. COMMENTS FROM THE BOARD

No comments were received.

10. ADJOURNMENT

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

“That the Regular Meeting of December 15, 2016 adjourn at 8:03.”

\_\_\_\_\_  
BOARD CHAIRMAN

\_\_\_\_\_  
BOARD SECRETARY

\_\_\_\_\_  
RECORDING SECRETARY

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

## MEMORANDUM

**TO:** Governing Board  
**FROM:** D. Albrey Arrington, Ph.D., Executive Director  
**DATE:** January 11, 2017  
**SUBJECT:** Election of Officers

The Governing Board annually conducts an election of officers to fill the five positions described below. Existing officers are shown in parentheses.

<b>Chairman</b> (Boggie)	runs the meetings, executes contracts and documents and sets the meeting agendas.
<b>Vice-Chairman</b> (Silverman)	fills in for the Chairman in his absence and conducts official business as may be delegated by the Chair.
<b>Treasurer</b> (Snyder)	signs checks and money transfers and monitors the budget through review of monthly statements and the audit.
<b>Secretary</b> (Rostock)	keeps the records of the District in proper order and attests formal documents.
<b>Asst. Sec'y/Treasurer</b> (Rockoff)	acts in the absence of the Secretary or Treasurer of the Board.

At our meeting this month, Chairman Boggie will open the floor for nominations. The motion format suggested below can be used. If necessary, an election, by hand count or ballot, may be conducted.

Once the new Chairman is elected, he will receive the gavel and conduct the remainder of the meeting.

Suggested Motion Format:

**"THAT THE GOVERNING BOARD elect:**

**Mr. Silverman to serve as Chairman,  
Mr. Snyder to serve as Vice Chairman,  
Mr. Rostock to serve as Treasurer,  
Dr. Rockoff to serve as Secretary, and  
Mr. Boggie to serve as Assistant Secretary/Treasurer**

**of the Governing Board of the Loxahatchee River Environmental Control District."**

If you have any questions or comments on this procedure, please feel free to give me a call.

j:\admin\board\OfficerElection

Stephen B. Rockoff  
Board Member

Dr. Matt H. Rostock  
Board Member

Gordon M. Boggie  
Chairman

Harvey M. Silverman  
Board Member

James D. Snyder  
Board Member



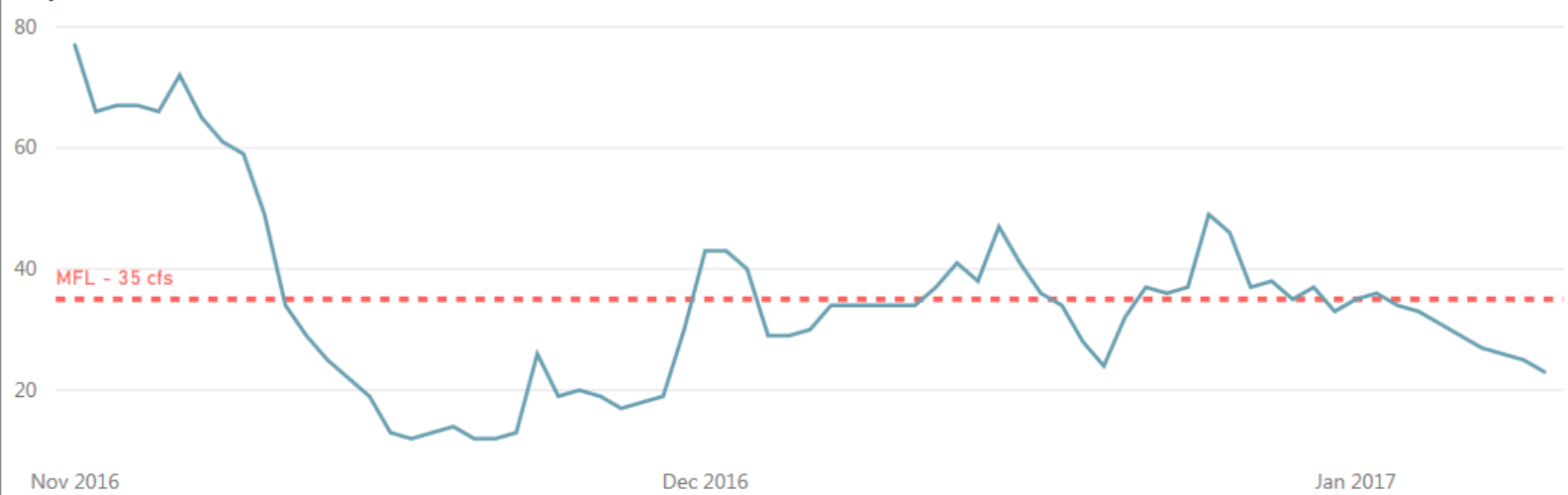


## Loxahatchee River Watershed Status Diminishing River Flows for Dry Season 2016/17



River flows have been unusually low as we progress into the Dry Season. In the first 70 days of the dry season we have seen more days below the minimum flow target of 35 cfs measured at Lainhart Dam than we have seen since 2011. When flows drop below 35 cfs there is high likelihood that saltwater intrusion is harming the cypress/freshwater habitats. Despite water managers efforts to provide supplemental flows to the river we are concerned to see such low flows this early in the dry season. Flows are typically at their lowest at the end of the dry season in March, April and May. At our meeting we will summarize these findings, demonstrate analysis tools that we are providing to track this situation on our website, and discuss the South Florida Water Management District's (SFWMD) efforts to improve the situation.

Daily Flow at Lainhart Dam (cfs)



# LOXAHATCHEE RIVER DISTRICT'S EXECUTIVE DASHBOARD



Stewardship		Wastewater						Engineering	General Business					EHS	River Health		
# People educated at RC		Mean Daily Incoming Flow	Delivery of Reclaimed Water	Customer Service	Sewer Overflow	Permit exceedance	NANO Blend to Reuse (@ 511)	Grease Interceptor Inspections	Cash Available	Revenue (non-assessment)	Operating Expenses	Capital Projects		Employee Safety	Lainhart Dam Daily Flow	Salinity @ NB seagrass beds	River Water Quality
Benchmark / Customer Expectation	# people	million gallons/day	# days demand not met	# blockages with damage in home	# occurrences	# occurrences	Max Specific Conductance (umhos/cm)	% requiring pump out	\$	% of Budget	% of Budget	% within budget	% on time	# of OSHA recordable injuries	Flow (cfs)	‰	Fecal Coliform Bacteria (cfu/100ml)
<b>Green Level</b>	≥ 1,500	< 7.7	Zero	Zero	Zero	Zero	<1542	≤ 15	≥ \$9,894,657	≥ 95%	≥ 85% but ≤ 105%	≥ 80%	≥ 80%	Zero	mean ≥ 69	min ≥ 20 ‰	90% of sites ≤ 200
<b>Yellow</b>	≤ 1,500	< 8.8	≥ 2	1	≤ 2	1	≤ 1875	≤ 25	< \$9,894,657	≥ 90%	≥ 80%	≥ 60%	≥ 60%	-	mean ≥ 35	min ≥ 10 ‰	2 or more sites >200 but ≤ 400
<b>Red</b>	≤ 1,250	≥ 8.8	≥ 9	≥ 2	> 2	≥ 2	> 1875	> 25	< \$5,557,057	< 90%	< 80% or > 105%	< 60%	< 60%	≥ 1	min < 35	min < 10 ‰	≥ 2 sites > 400
<b>2012 Baseline</b>	1,691	6.7	0	0	1	1	1,162		\$ 21,205,340	101%	86%	95%	87%	0	108	22	1 > 200
<b>2013 Baseline</b>	2,118	6.8	1	0	1	0	1,029		\$ 25,550,033	105%	91%	88%	52%	0	132	20.0	1 > 200
<b>2014 Baseline</b>	2,120	6.8	0	0	1	0	978	11	\$ 27,415,251	102%	104%	95%	86%	0	140	21.9	1 > 200
<b>2015 Baseline</b>	2,139	6.8	0	0	1	0	1,093	14	30,199,659	104%	111%	92%	78%	0	78	24.8	0 > 200
2015	Dec	1,405	7.2	0	0	0	1023	20	\$ 32,536,481	94%	82%	100%	82%	0	196	13.9	2 > 200
2016	Jan	1,689	7.6	0	0	1	962	14	\$ 33,243,678	94%	82%	100%	82%	0	160	11.0	0 > 200
	Feb	2,811	7.6	0	0	3	903	15	\$ 34,527,506	95%	83%	100%	82%	0	193	8.6	0 > 200
	Mar	2,934	7.4	0	0	2	1042	14	\$ 33,770,240	96%	86%	100%	82%	0	115	12.4	1 > 200
	Apr	1,866	6.9	0	0	2	974	15	\$ 33,632,921	95%	90%	100%	82%	0	117	9.3	0 > 200
	May	1,667	6.6	0	0	0	1074	10	\$ 34,108,220	96%	90%	100%	82%	0	25	16.4	0 > 200
	June	2,842	6.3	0	0	0	1076	10	\$ 32,610,630	96%	90%	100%	82%	0	124	23.7	1 > 200
	July	2,942	6.0	3	0	0	1170	3	\$ 32,930,264	96%	90%	100%	75%	0	82	27.0	1 > 200
	Aug	2,164	6.1	0	0	0	1177	10	\$ 33,614,905	96%	89%	100%	75%	0	86	22.5	3 > 200
	Sept	1,260	6.1	0	0	0	1130	14	\$ 31,704,142	96%	90%	100%	75%	0	144	19.3	1 > 200; 2 > 400
	Oct	2,729	6.4	0	0	2	1130	12	\$ 32,240,265	92%	66%	100%	100%	0	150	14.7	0 > 200
	Nov	1,536	6.4	1	0	2	1080	14	\$ 33,915,704	92%	74%	100%	100%	0	24	25.0	0 > 200
	Dec	1,586	6.6	0	0	1	1037	12	\$ 32,385,357	93%	82%	100%	100%	0	24	30.6	1 > 200
<b>Consecutive Months at Green</b>	3	91	5	17	0	41	76	12	91	57	0	16	3	15	0	2	3
<b>Metric Owner</b>	O'Neill	Vaughn	Vaughn	Dean	Dean	Vaughn	Vaughn	Dean	Peterson	Peterson	Peterson	Yerkes	Yerkes	Vaughn	Howard	Howard	Howard

**Metric**  
 Sewer Overflow: A minor overflow occurred on Saturn Ln when a heavy vehicle broke through a valve box lid and damaged the underlying 2.5" low pressure force main. District staff promptly responded to and repaired the system and cleaned and disinfected the affected area.  
 Operating Expenses: In the beginning of the fiscal year our actual expenses are below straight-line budget projections. Our expense spending is on par with spending last December.  
 Lainhart Flow: For the second month in a row Lainhart Dam minimum flow was 24 cfs. Mean daily flow over Lainhart Dam was 36 cfs with flows less than the minimum flow of 35 cfs for 13 days. Bud will discuss these low flows during his Watershed Status presentation.

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

## MEMORANDUM

**TO:** Governing Board  
**FROM:** D. Albrey Arrington, Executive Director  
**DATE:** January 9, 2016  
**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. Authorization to Execute Reports (Resolution 2017-01)
- B. 10828 Whispering Pines Trail – Preliminary Assessment (Resolution 2017-02)
- C. SE Harken Terr Ph I – Preliminary Assessment (Resolution 2017-03)
- D. Hyland Terr Properties – Preliminary Assessment (Resolution 2017-04)
- E. Hyland Terr Ph II – Preliminary Assessment (Resolution 2017-05)
- F. SE Linden St. – Preliminary Assessment (Resolution 2017-06)
- G. SE Pine Grove St. – Preliminary Assessment (Resolution 2017-07)
- H. Amended Notices of Intent – Hyland Terr. Properties and Hyland Terr. Ph II
- I. Filter Pump #2 pump and motor purchase – to approve purchase
- J. Deep Well pump and motor purchase – to approve purchase
- K. Employee Retirement Plan Trustee Designation – to designate Trustee
- L. Policy and Procedures – review and modifications
- M. Change Orders to Current Contracts – to approve modifications

Should you have any questions in regard to 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 January 19, 2017 as presented."**

Signed,

D. Albrey Arrington  
Executive Director

L./Board/Consent

Stephen B. Rockoff  
Board Member

Dr. Matt H. Rostock  
Board Member

Gordon M. Boggie  
Chairman

Harvey M. Silverman  
Board Member

James D. Snyder  
Board Member

# Loxahatchee River District

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



## MEMORANDUM

TO: Governing Board

FROM: Kara Peterson, Director of Finance and Administration

DATE: January 13, 2017

RE: Approval of Resolution 2017-01

Attached herewith is Resolution 2017-01, authorizing specific signatures for execution of all reports required under the Florida Statutes.

“THAT THE GOVERNING BOARD approve Resolution 2017-01 authorizing specific signatures for execution of all reports required under the Florida Statutes.”

Stephen B. Rockoff  
Board Member

Dr. Matt H. Rostock  
Board Member

Gordon M. Boggie  
Chairman

Harvey M. Silverman  
Board Member

James D. Snyder  
Board Member

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



## RESOLUTION NO. LRECD 2017-01

A RESOLUTION OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT AUTHORIZING SPECIFIC SIGNATURES FOR EXECUTION OF ALL REPORTS REQUIRED UNDER THE FLORIDA STATUTES, AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED by the Loxahatchee River District Board as follows:

1. The Executive Director (D. Albrey Arrington) and/or Deputy Executive Director (Clinton R. Yerkes), or their designee, are hereby authorized on behalf of the Loxahatchee River District to execute all permits and reports required under the Florida Statutes and as required by any other rule, statute, law, ordinance or regulation.
2. As relates to financial reports, the Director of Finance and Administration (Kara Peterson) is also authorized to sign.
3. As relates to permit-required Reports, sent to the Environmental Protection Agency and the Department of Environmental Protection, the Director of Operations (Waldo Cruz), or his designee, is also authorized to sign.
4. This Resolution shall be effective as of the date of its adoption.

PASSED and ADOPTED at the regular Board Meeting by the Loxahatchee River District Board on January 19, 2017.

Loxahatchee River District

\_\_\_\_\_  
, Chairman

Attest:

\_\_\_\_\_  
, Vice Chairman

Stephen B. Rockoff  
Board Member

Dr. Matt H. Rostock  
Board Member

Gordon M. Boggie  
Chairman

Harvey M. Silverman  
Board Member

James D. Snyder  
Board Member

**TIMOTHY W. GASKILL**

*Business, Probate  
Family Litigation*

**DONALD R. SMITH**

*Personal Injury & Wrongful Death  
Commercial Litigation*

**CURTIS L. SHENKMAN**

*Board Certified Real Estate  
Attorney*

**BROOKEGROGAN**

*Attorney*



**DESANTIS, GASKILL, SMITH & SHENKMAN, P.A.**

**ATTORNEYS & COUNSELORS AT LAW**

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LEGAL ASSISTANTS

CIVIL TRIAL, PROBATE  
AND FAMILY LAW

KAREN M. BOYDEN-LOPATOSKY  
MINDY VASSER

PERSONAL INJURY

ROBIN B. MODLIN, CP

REAL ESTATE

JUDY D. MONTEIRO  
DENISE B. PAOLUCCI

January 3, 2017

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

Clint Yerkes, Deputy Executive Director

Loxahatchee River Environmental Control District

2500 Jupiter Drive

Jupiter, Florida 33458-8964

Re: Resolution 2017-02 and Preliminary Assessment Roll for 10828 WHISPERING PINES TRL

Dear Albrey & Clint:

Please attach to this letter Resolution 2017-02, Exhibit "A" Preliminary Assessment Roll, Map & most recent Exhibit "B" list of property owners as part of the Resolution.

In the Resolution, Sections 2 and 7, the "Board of Adjustment" public hearing and "Governing Board" meeting to confirm the "final" assessment roll is proposed for February 16, 2017 Preparation is necessary of the Notice to be published and mailed out by Friday, February 3, 2017.

A SUGGESTED MOTION for the Board at the January 19, 2017 meeting is as follows:

"THAT THE GOVERNING BOARD approve Resolution 2017-02 adopting the 10828 WHISPERING PINES TRL Preliminary Assessment Roll."

Sincerely,

*Curtis L. Shenkman*

Curtis L. Shenkman

**LRECD RESOLUTION NO. 2017-02**

A RESOLUTION OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT RELATING TO THE **10828 WHISPERING PINES TRL** ASSESSMENT AREA IMPROVEMENTS; ADOPTING THE PRELIMINARY ASSESSMENT ROLL FOR **10828 WHISPERING PINES TRL** ASSESSMENT AREA IMPROVEMENTS AS PREPARED BY THE DISTRICT CLERK AND ATTACHED HERETO AS EXHIBITS “A” AND “B”; AUTHORIZING THE DISTRICT GOVERNING BOARD TO ACT AS THE BOARD OF ADJUSTMENT; PROVIDING FOR THE FURNISHING OF TEN DAYS’ WRITTEN NOTICE TO ALL PROPERTY OWNERS AFFECTED; DIRECTING THAT AN AFFIDAVIT OF PUBLICATION BE OBTAINED; REQUIRING THE FILING OF THE PROOF OF PUBLICATION AND OF THE WRITTEN NOTICE; MAKING REFERENCE TO RESOLUTION NO. **2016-05** PROVIDING FOR THE PUBLICATION OF THE NOTICE OF THE MEETING TO CONSIDER CONFIRMATION OF THE PRELIMINARY ASSESSMENT ROLL; DIRECTING THAT AN AFFIDAVIT OF PUBLICATION BE OBTAINED; REQUIRING THE FILING OF THE PROOF OF PUBLICATION; PROVIDING FOR CONSISTENCY; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Governing Board of the Loxahatchee River Environmental Control District (hereinafter called the “District” has authorized the sewer improvements to the **10828 WHISPERING PINES TRL** Assessment Area in **MARTIN** County, Florida.

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

WHEREAS, the Governing Board has considered the improvements to be in accordance with the best interests of the citizens of the **10828 WHISPERING PINES TRL** Assessment Area.

WHEREAS, the District’s previous Resolution **2016-05** was approved by the District’s Governing Board and directed the preparation of the Assessment Roll.

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

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

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

RESOLUTION 2017-02  
OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

Section 2. The District Clerk is directed to publish a Notice stating that the District's Governing Board shall act as the **Board of Adjustment** at a hearing to be held on the **16th day of February, 2017** at the District's Governing Board meeting chambers, Jupiter, Florida. Such Notice shall be published at least ten (10) days in advance of such hearing, once in a newspaper published in Martin County and once in a newspaper published in Palm Beach County. Such Notice shall state that at the hearing, the Governing Board will hear objections of all interested persons to the confirmation of such resolution. Such Notice shall state in brief and general terms a description of the improvements with the location thereof and shall also state that plans, specifications, estimates, and the tentative apportionment of cost thereof are on file in the office of the District. The District Clerk is directed to mail a copy of such Notice to each of the affected property owners at least ten (10) days in advance of the hearing.

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

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

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

Section 6. Resolutions No. **2016-05 and 2017-02** of the District shall be a part of the record to be considered by the Governing Board at the aforescribed hearing when the Governing Board sits as the Board of Adjustment.

Section 7. The District Clerk is directed to publish a Notice stating that at the meeting of the Governing Board to be held on **February 16, 2016** at the District Governing Board meeting chambers, Jupiter, Florida, all interested persons may appear and file written objections to the confirmation of the Final Assessment Roll. Such Notice shall be published at least twelve (12) days in advance of such meeting, once in a newspaper published in Martin County and once in a newspaper published in Palm Beach County. Such Notice shall state the class of the improvement and the location thereof by terminal points and route. Such Notice shall also be mailed to those interested parties requesting such in writing.

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

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



RESOLUTION 2017-02  
OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

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

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

PASSED AND ADOPTED BY THE GOVERNING BOARD OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, THIS **19th** DAY OF **JANUARY, 2017.**

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

VOTE

\_\_\_\_\_  
GORDON M. BOGGIE

\_\_\_\_\_  
STEPHEN ROCKOFF

\_\_\_\_\_  
HARVEY SILVERMAN

\_\_\_\_\_  
JAMES D. SNYDER

\_\_\_\_\_  
DR. MATT H. ROSTOCK

Cip/Proj/PrelimAsmt/Resolution

EXHIBIT "A"  
PRELIMINARY ASSESSMENT ROLL  
LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT  
**10828 WHISPERING PINES TRL 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 **10828 WHISPERING PINES TRL** Assessment Area shall be **\$8139.82** per parcel of property in the **10828 WHISPERING PINES TRL** 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 **10828 WHISPERING PINES TRL** Assessment Area identified on EXHIBIT "B" shall be currently assessed in the amount of **\$7,325.84**.

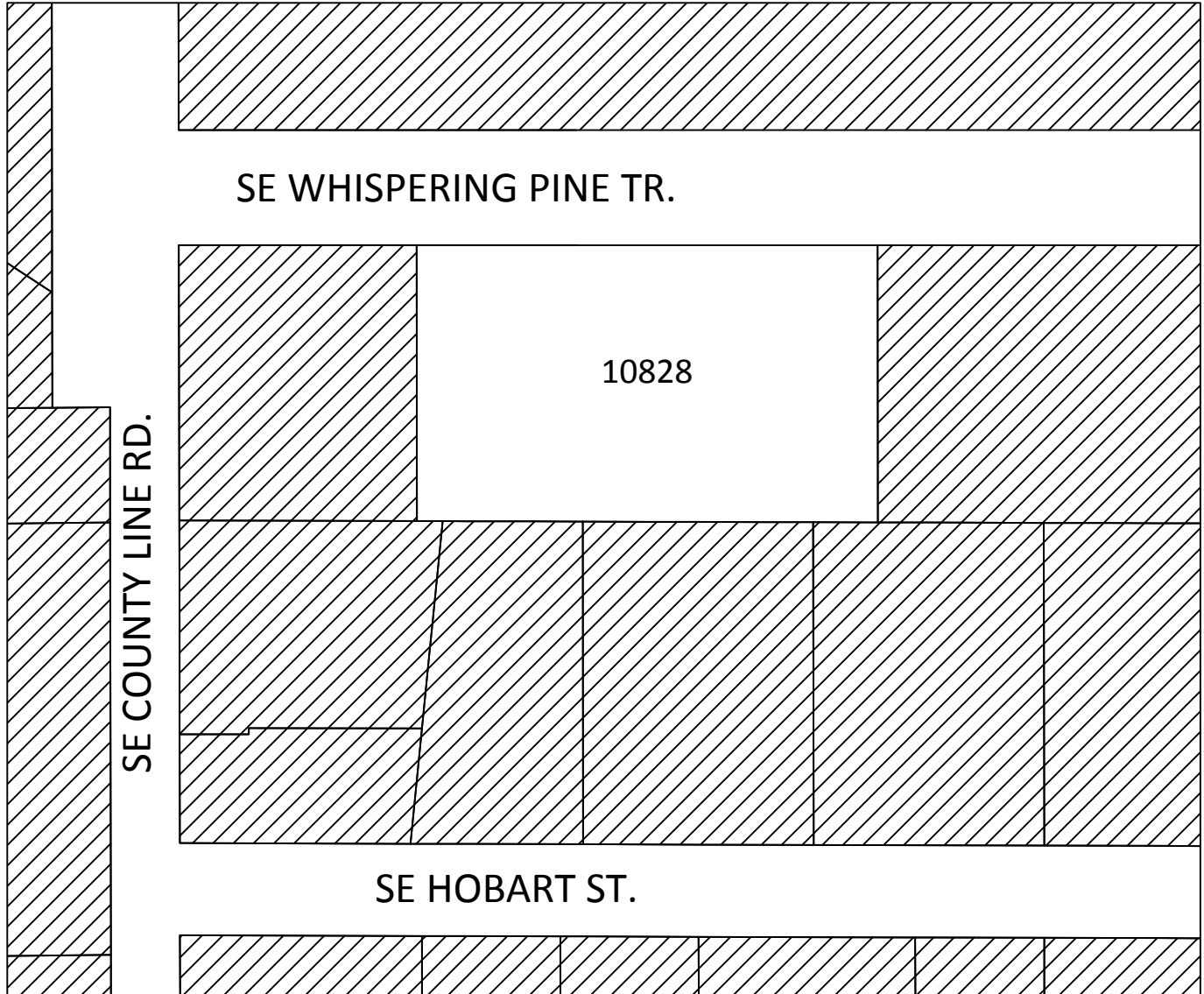
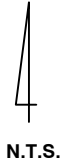
PAYMENT OF ASSESSMENT. As to Parcels of **10828 WHISPERING PINES TRL** Assessment Area Property in EXHIBIT "B", the **\$7,325.84** assessment may be paid, interest free, at the office of the District on or before May 1, 2018.

**Owners who do not pay the \$7,325.84 assessment on or before May 1, 2018 shall have the \$7,325.84 principal added to the tax roll as a non-ad valorem assessment to accrue interest, beginning October 1, 2017, at six and seven eights percent (6.875%) per annum, to be collected in twenty (20) equal annual installments of \$684.80, commencing with the November 1, 2018 Real Estate Tax Bill.**

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

By: \_\_\_\_\_  
D. Albrey Arrington, District Clerk, Executive Director

# EXHIBIT "B" WHISPERING PINES TR. SE SERVICES LOW PRESSURE SEWER SYSTEM ASSESSMENT AREA



## LEGEND

 NOT IN ASSESSMENT AREA

MARTIN COUNTY

Mr. & Mrs. Jay Pitts  
10828 SE Whispering Pines Trl  
Tequesta FL 33469  
re: 10828 SE Whispering Pines Trl  
24-40-42-001-041-00030-5

**TIMOTHY W. GASKILL**

*Business, Probate  
Family Litigation*

**DONALD R. SMITH**

*Personal Injury & Wrongful Death  
Commercial Litigation*

**CURTIS L. SHENKMAN**

*Board Certified Real Estate  
Attorney*

**BROOKEGROGAN**

*Attorney*



**DESANTIS, GASKILL, SMITH & SHENKMAN, P.A.**

**ATTORNEYS & COUNSELORS AT LAW**

ESTABLISHED 1973

11891 U.S. HIGHWAY ONE, SUITE100  
NORTH PALM BEACH, FLORIDA 33408

TELEPHONE (561) 622-2700 FACSIMILE (561) 622-2841

[Shenkman@LawPalmBeach.com](mailto:Shenkman@LawPalmBeach.com)

LEGAL ASSISTANTS

CIVIL TRIAL, PROBATE  
AND FAMILY LAW

KAREN M. BOYDEN-LOPATOSKY  
MINDY VASSER

PERSONAL INJURY

ROBIN B. MODLIN, CP

REAL ESTATE

JUDY D. MONTEIRO  
DENISE B. PAOLUCCI

January 3, 2017

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

Clint Yerkes, Deputy Executive Director

Loxahatchee River Environmental Control District

2500 Jupiter Drive

Jupiter, Florida 33458-8964

Re: Resolution 2017-03 and Preliminary Assessment Roll for **SE HARKEN TERR PH I**

Dear Albrey & Clint:

Please attach to this letter Resolution 2017-03, Exhibit "A" Preliminary Assessment Roll, Map & most recent Exhibit "B" list of property owners as part of the Resolution.

In the Resolution, Sections 2 and 7, the "Board of Adjustment" public hearing and "Governing Board" meeting to confirm the "final" assessment roll is proposed for February 16, 2017 Preparation is necessary of the Notice to be published and mailed out by Friday, February 3, 2017.

A SUGGESTED MOTION for the Board at the January 19, 2017 meeting is as follows:

"THAT THE GOVERNING BOARD approve Resolution 2017-03 adopting the **SE HARKEN TERR PH I** Preliminary Assessment Roll."

Sincerely,

*Curtis L. Shenkman*

Curtis L. Shenkman

**LRECD RESOLUTION NO. 2017-03**

A RESOLUTION OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT RELATING TO THE **SE HARKEN TERR PH I** ASSESSMENT AREA IMPROVEMENTS; ADOPTING THE PRELIMINARY ASSESSMENT ROLL FOR **SE HARKEN TERR PH I** ASSESSMENT AREA IMPROVEMENTS AS PREPARED BY THE DISTRICT CLERK AND ATTACHED HERETO AS EXHIBITS “A” AND “B”; AUTHORIZING THE DISTRICT GOVERNING BOARD TO ACT AS THE BOARD OF ADJUSTMENT; PROVIDING FOR THE FURNISHING OF TEN DAYS’ WRITTEN NOTICE TO ALL PROPERTY OWNERS AFFECTED; DIRECTING THAT AN AFFIDAVIT OF PUBLICATION BE OBTAINED; REQUIRING THE FILING OF THE PROOF OF PUBLICATION AND OF THE WRITTEN NOTICE; MAKING REFERENCE TO RESOLUTION NO. **2016-03** PROVIDING FOR THE PUBLICATION OF THE NOTICE OF THE MEETING TO CONSIDER CONFIRMATION OF THE PRELIMINARY ASSESSMENT ROLL; DIRECTING THAT AN AFFIDAVIT OF PUBLICATION BE OBTAINED; REQUIRING THE FILING OF THE PROOF OF PUBLICATION; PROVIDING FOR CONSISTENCY; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the Governing Board has considered the improvements to be in accordance with the best interests of the citizens of the **SE HARKEN TERR PH I** Assessment Area.

WHEREAS, the District’s previous Resolution **2016-03** was approved by the District’s Governing Board and directed the preparation of the Assessment Roll.

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

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

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

RESOLUTION 2017-03  
OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

Section 2. The District Clerk is directed to publish a Notice stating that the District's Governing Board shall act as the **Board of Adjustment** at a hearing to be held on the **16th day of February, 2017** at the District's Governing Board meeting chambers, Jupiter, Florida. Such Notice shall be published at least ten (10) days in advance of such hearing, once in a newspaper published in Martin County and once in a newspaper published in Palm Beach County. Such Notice shall state that at the hearing, the Governing Board will hear objections of all interested persons to the confirmation of such resolution. Such Notice shall state in brief and general terms a description of the improvements with the location thereof and shall also state that plans, specifications, estimates, and the tentative apportionment of cost thereof are on file in the office of the District. The District Clerk is directed to mail a copy of such Notice to each of the affected property owners at least ten (10) days in advance of the hearing.

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

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

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

Section 6. Resolutions No. **2016-03 and 2017-03** of the District shall be a part of the record to be considered by the Governing Board at the aforescribed hearing when the Governing Board sits as the Board of Adjustment.

Section 7. The District Clerk is directed to publish a Notice stating that at the meeting of the Governing Board to be held on **February 16, 2016** at the District Governing Board meeting chambers, Jupiter, Florida, all interested persons may appear and file written objections to the confirmation of the Final Assessment Roll. Such Notice shall be published at least twelve (12) days in advance of such meeting, once in a newspaper published in Martin County and once in a newspaper published in Palm Beach County. Such Notice shall state the class of the improvement and the location thereof by terminal points and route. Such Notice shall also be mailed to those interested parties requesting such in writing.

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

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

RESOLUTION 2017-03  
OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

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

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

PASSED AND ADOPTED BY THE GOVERNING BOARD OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, THIS **19th** DAY OF **JANUARY, 2017**.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

VOTE

\_\_\_\_\_  
GORDON M. BOGGIE

\_\_\_\_\_  
STEPHEN ROCKOFF

\_\_\_\_\_  
HARVEY SILVERMAN

\_\_\_\_\_  
JAMES D. SNYDER

\_\_\_\_\_  
DR. MATT H. ROSTOCK

Cip/Proj/PrelimAsmt/Resolution



EXHIBIT "A"  
PRELIMINARY ASSESSMENT ROLL  
LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT  
**SE HARKEN TERR PH I 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 HARKEN TERR PH I** Assessment Area shall be **\$5,797.40** per parcel of property in the **SE HARKEN TERR PH I** 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 HARKEN TERR PH I** Assessment Area identified on EXHIBIT "B" shall be currently assessed in the amount of **\$5,217.66**.

PAYMENT OF ASSESSMENT. As to Parcels of **SE HARKEN TERR PH I** Assessment Area Property in EXHIBIT "B", the **\$5,217.66** assessment may be paid, interest free, at the office of the District on or before May 1, 2018.

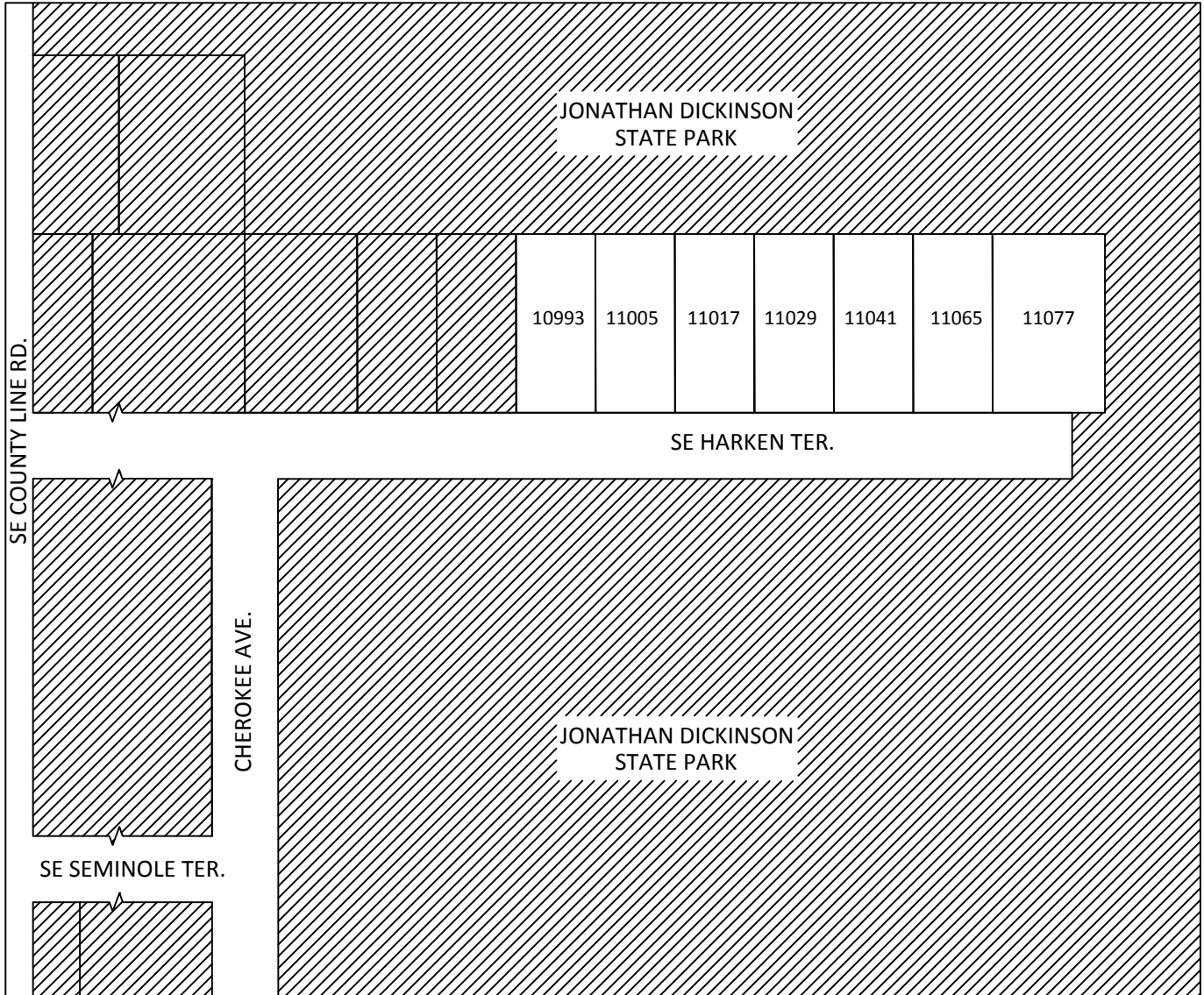
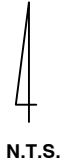
**Owners who do not pay the \$5,217.66 assessment on or before May 1, 2018 shall have the \$5,217.66 principal added to the tax roll as a non-ad valorem assessment to accrue interest, beginning October 1, 2017, at six and seven eights percent (6.875%) per annum, to be collected in twenty (20) equal annual installments of \$487.73, commencing with the November 1, 2018 Real Estate Tax Bill.**

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

By: \_\_\_\_\_  
D. Albrey Arrington, District Clerk, Executive Director

# EXHIBIT "B"

## SE HARKEN TERRACE PHASE I LOW PRESSURE SEWER SYSTEM ASSESSMENT AREA



**LEGEND**

NOT IN ASSESSMENT AREA

**MARTIN COUNTY**

Mr. & Mrs. Donald Reid  
10993 SE Harken Terr  
Tequesta FL 33469  
re: 10993 SE Harken Terr  
24-40-42-001-008-00160-6

Mr. & Mrs. Craig Almstrom  
11005 SE Harken Terr  
Tequesta FL 33469  
re: 11005 SE Harken Terr  
24-40-42-001-008-00170-4

Ms. Marie Peckham  
11017 SE Harken Terr  
Tequesta FL 33469  
re: 11017 SE Harken Terr  
24-40-42-001-008-00190-0

Mr. Charles Genova  
11029 SE Harken Terr  
Tequesta FL 33469  
re: 11029 SE Harken Terr  
24-40-42-001-008-00200-8

Mr. & Mrs. Daniel Gladwin  
11041 SE Harken Terr  
Tequesta FL 33469  
re: 11041 SE Harken Terr  
24-40-42-001-008-00210-6

Mr. & Mrs. Leslie Vaughn  
11065 SE Harken Terr  
Tequesta FL 33469  
re: 11065 SE Harken Terr  
24-40-42-001-008-00220-4

Ms. Yvonne Webb Tr  
11077 SE Harken Terr  
Tequesta FL 33469  
re: 11077 SE Harken Terr  
24-40-42-001-008-00230-2

**TIMOTHY W. GASKILL**

*Business, Probate  
Family Litigation*

**DONALD R. SMITH**

*Personal Injury & Wrongful Death  
Commercial Litigation*

**CURTIS L. SHENKMAN**

*Board Certified Real Estate  
Attorney*

**BROOKEGROGAN**

*Attorney*



**DESANTIS, GASKILL, SMITH & SHENKMAN, P.A.**

**ATTORNEYS & COUNSELORS AT LAW**

ESTABLISHED 1973

11891 U.S. HIGHWAY ONE, SUITE100  
NORTH PALM BEACH, FLORIDA 33408

TELEPHONE (561) 622-2700 FACSIMILE (561) 622-2841

[Shenkman@LawPalmBeach.com](mailto:Shenkman@LawPalmBeach.com)

LEGAL ASSISTANTS

CIVIL TRIAL, PROBATE  
AND FAMILY LAW

KAREN M. BOYDEN-LOPATOSKY  
MINDY VASSER

PERSONAL INJURY

ROBIN B. MODLIN, CP

REAL ESTATE

JUDY D. MONTEIRO  
DENISE B. PAOLUCCI

January 6, 2017

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

Clint Yerkes, Deputy Executive Director

Loxahatchee River Environmental Control District

2500 Jupiter Drive

Jupiter, Florida 33458-8964

Re: Resolution 2017-04 and Preliminary Assessment Roll for HYLAND TERR PROPERTIES

Dear Albrey & Clint:

Please attach to this letter Resolution 2017-04, Exhibit "A" Preliminary Assessment Roll, Map & most recent Exhibit "B" list of property owners as part of the Resolution.

In the Resolution, Sections 2 and 7, the "Board of Adjustment" public hearing and "Governing Board" meeting to confirm the "final" assessment roll is proposed for February 16, 2017 Preparation is necessary of the Notice to be published and mailed out by Friday, February 3, 2017.

A SUGGESTED MOTION for the Board at the January 19, 2017 meeting is as follows:

"THAT THE GOVERNING BOARD approve Resolution 2017-04 adopting the HYLAND TERR PROPERTIES Preliminary Assessment Roll."

Sincerely,

*Curtis L. Shenkman*

Curtis L. Shenkman

**LRECD RESOLUTION NO. 2017-04**

A RESOLUTION OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT RELATING TO THE **HYLAND TERR PROPERTIES** ASSESSMENT AREA IMPROVEMENTS; ADOPTING THE PRELIMINARY ASSESSMENT ROLL FOR **HYLAND TERR PROPERTIES** ASSESSMENT AREA IMPROVEMENTS AS PREPARED BY THE DISTRICT CLERK AND ATTACHED HERETO AS EXHIBITS “A” AND “B”; AUTHORIZING THE DISTRICT GOVERNING BOARD TO ACT AS THE BOARD OF ADJUSTMENT; PROVIDING FOR THE FURNISHING OF TEN DAYS’ WRITTEN NOTICE TO ALL PROPERTY OWNERS AFFECTED; DIRECTING THAT AN AFFIDAVIT OF PUBLICATION BE OBTAINED; REQUIRING THE FILING OF THE PROOF OF PUBLICATION AND OF THE WRITTEN NOTICE; MAKING REFERENCE TO RESOLUTION NO. **2016-06** PROVIDING FOR THE PUBLICATION OF THE NOTICE OF THE MEETING TO CONSIDER CONFIRMATION OF THE PRELIMINARY ASSESSMENT ROLL; DIRECTING THAT AN AFFIDAVIT OF PUBLICATION BE OBTAINED; REQUIRING THE FILING OF THE PROOF OF PUBLICATION; PROVIDING FOR CONSISTENCY; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, the District’s previous Resolution **2016-06** was approved by the District’s Governing Board and directed the preparation of the Assessment Roll.

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

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

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

RESOLUTION 2017-04  
OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

Section 2. The District Clerk is directed to publish a Notice stating that the District's Governing Board shall act as the **Board of Adjustment** at a hearing to be held on the **16th day of February, 2017** at the District's Governing Board meeting chambers, Jupiter, Florida. Such Notice shall be published at least ten (10) days in advance of such hearing, once in a newspaper published in Martin County and once in a newspaper published in Palm Beach County. Such Notice shall state that at the hearing, the Governing Board will hear objections of all interested persons to the confirmation of such resolution. Such Notice shall state in brief and general terms a description of the improvements with the location thereof and shall also state that plans, specifications, estimates, and the tentative apportionment of cost thereof are on file in the office of the District. The District Clerk is directed to mail a copy of such Notice to each of the affected property owners at least ten (10) days in advance of the hearing.

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

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

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

Section 6. Resolutions No. **2016-06 and 2017-04** of the District shall be a part of the record to be considered by the Governing Board at the aforescribed hearing when the Governing Board sits as the Board of Adjustment.

Section 7. The District Clerk is directed to publish a Notice stating that at the meeting of the Governing Board to be held on **February 16, 2016** at the District Governing Board meeting chambers, Jupiter, Florida, all interested persons may appear and file written objections to the confirmation of the Final Assessment Roll. Such Notice shall be published at least twelve (12) days in advance of such meeting, once in a newspaper published in Martin County and once in a newspaper published in Palm Beach County. Such Notice shall state the class of the improvement and the location thereof by terminal points and route. Such Notice shall also be mailed to those interested parties requesting such in writing.

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

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

RESOLUTION 2017-04  
OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

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

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

PASSED AND ADOPTED BY THE GOVERNING BOARD OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, THIS **19th** DAY OF **JANUARY, 2017**.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

VOTE

\_\_\_\_\_  
GORDON M. BOGGIE

\_\_\_\_\_  
STEPHEN ROCKOFF

\_\_\_\_\_  
HARVEY SILVERMAN

\_\_\_\_\_  
JAMES D. SNYDER

\_\_\_\_\_  
DR. MATT H. ROSTOCK

Cip/Proj/PrelimAsmt/Resolution

EXHIBIT "A"  
PRELIMINARY ASSESSMENT ROLL  
LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT  
**HYLAND TERR PROPERTIES 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 **HYLAND TERR PROPERTIES** Assessment Area shall be **\$5,736.24** per parcel of property in the **HYLAND TERR PROPERTIES** 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 **HYLAND TERR PROPERTIES** Assessment Area identified on EXHIBIT "B" shall be currently assessed in the amount of **\$5,162.61**.

PAYMENT OF ASSESSMENT. As to Parcels of **HYLAND TERR PROPERTIES** Assessment Area Property in EXHIBIT "B", the **\$5,162.61** assessment may be paid, interest free, at the office of the District on or before May 1, 2018.

**Owners who do not pay the \$5,162.61 assessment on or before May 1, 2018 shall have the \$5,162.61 principal added to the tax roll as a non-ad valorem assessment to accrue interest, beginning October 1, 2017, at six and seven eights percent (6.875%) per annum, to be collected in twenty (20) equal annual installments of \$482.59, commencing with the November 1, 2018 Real Estate Tax Bill.**

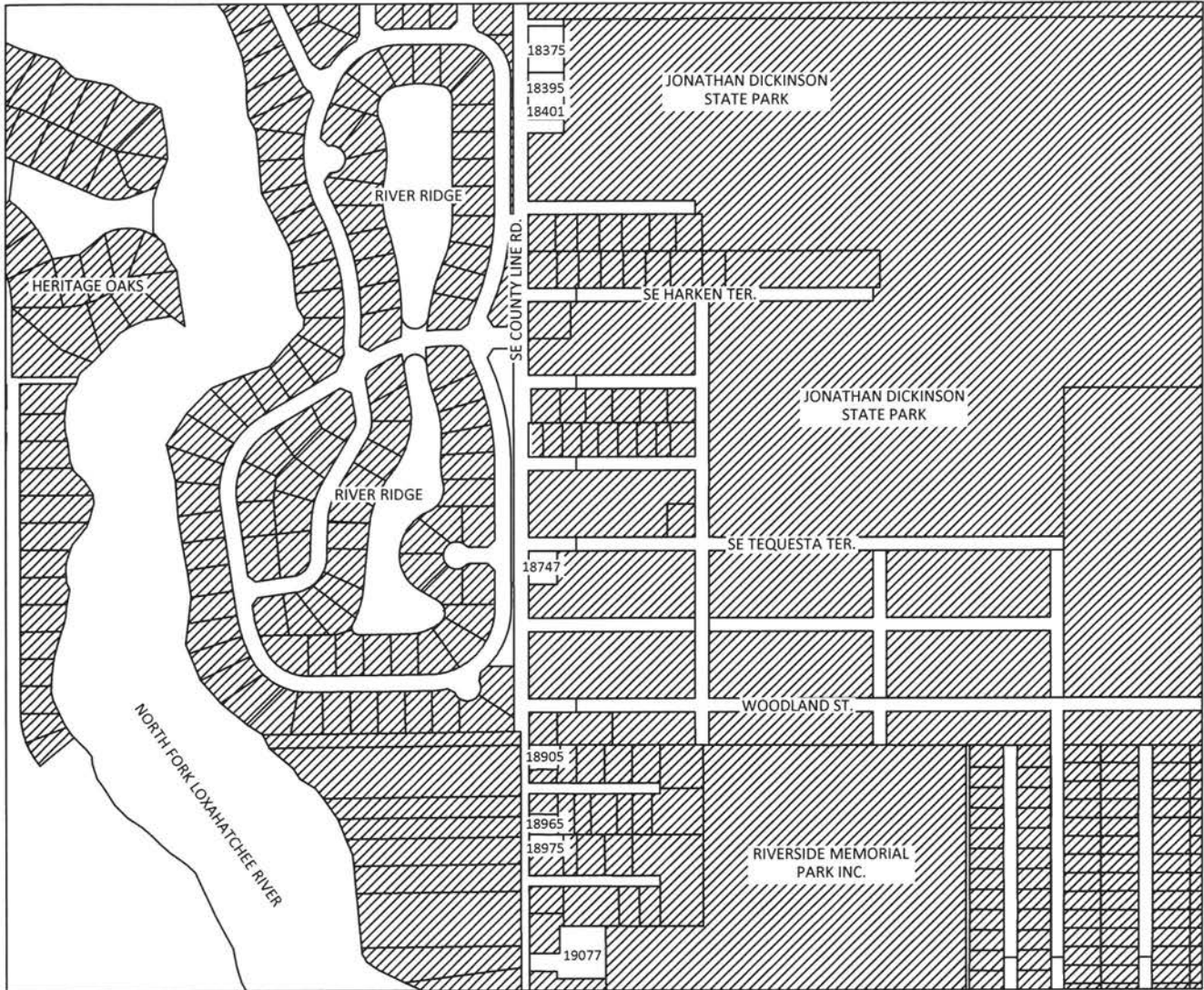
LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

By: \_\_\_\_\_  
D. Albrey Arrington, District Clerk, Executive Director



# EXHIBIT "B"

## HYLAND TERRACE PROPERTIES SERVICES LOW PRESSURE SEWER SYSTEM ASSESSMENT AREA



NOT IN ASSESSMENT AREA

MARTIN COUNTY

Mr. & Mrs. Donald Carson  
PO Box 3410  
Tequesta FL 33469  
re: 19077 SE County Line Rd  
24-40-42-000-000-00013-0

Ms. Stephanie Haas  
18747 SE County Line Rd  
Tequesta FL 33469  
re: 18747 SE County Line Rd  
24-40-42-001-029-00010-4

Ms. Ann Hunter  
18375 SE County Line Rd  
Tequesta FL 33469  
re: 18375 SE County Line Rd  
24-40-42-001-047-00010-6

Mr. Michael Yarabek  
24 Ogden Ave  
Dobbs Ferry NY 10522  
re: 18395 SE County Line Rd  
24-40-42-001-047-00370-0

Mr. Robert Knapp  
18401 SE County Line Rd  
Tequesta FL 33469  
re: 18401 SE County Line Rd  
24-40-42-001-047-00371-9

Mr. & Mrs. George Di Leonardo  
18975 SE County Line Rd  
Tequesta FL 33469  
re: 18975 SE County Line Rd  
24-40-42-003-000-00250-2

Mr. & Mrs. Dwight Keating  
18965 SE County Line Rd  
Tequesta FL 33469  
re: 18965 SE County Line Rd  
24-40-42-003-000-00270-8

Mr. & Mrs. Marvin Steiding  
18905 SE County Line Rd  
Jupiter FL 33469  
re: 18905 SE County Line Rd  
24-40-42-003-000-00510-8

**TIMOTHY W. GASKILL**

*Business, Probate  
Family Litigation*

**DONALD R. SMITH**

*Personal Injury & Wrongful Death  
Commercial Litigation*

**CURTIS L. SHENKMAN**

*Board Certified Real Estate  
Attorney*

**BROOKEGROGAN**

*Attorney*



**DESANTIS, GASKILL, SMITH & SHENKMAN, P.A.**

**ATTORNEYS & COUNSELORS AT LAW**

ESTABLISHED 1973

11891 U.S. HIGHWAY ONE, SUITE100  
NORTH PALM BEACH, FLORIDA 33408

TELEPHONE (561) 622-2700 FACSIMILE (561) 622-2841

[Shenkman@LawPalmBeach.com](mailto:Shenkman@LawPalmBeach.com)

LEGAL ASSISTANTS

CIVIL TRIAL, PROBATE  
AND FAMILY LAW

KAREN M. BOYDEN-LOPATOSKY  
MINDY VASSER

PERSONAL INJURY

ROBIN B. MODLIN, CP

REAL ESTATE

JUDY D. MONTEIRO  
DENISE B. PAOLUCCI

January 6, 2017

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

Clint Yerkes, Deputy Executive Director

Loxahatchee River Environmental Control District

2500 Jupiter Drive

Jupiter, Florida 33458-8964

Re: Resolution 2017-05 and Preliminary Assessment Roll for HYLAND TERR PH II

Dear Albrey & Clint:

Please attach to this letter Resolution 2017-05, Exhibit "A" Preliminary Assessment Roll, Map & most recent Exhibit "B" list of property owners as part of the Resolution.

In the Resolution, Sections 2 and 7, the "Board of Adjustment" public hearing and "Governing Board" meeting to confirm the "final" assessment roll is proposed for February 16, 2017 Preparation is necessary of the Notice to be published and mailed out by Friday, February 3, 2017.

A SUGGESTED MOTION for the Board at the January 19, 2017 meeting is as follows:

"THAT THE GOVERNING BOARD approve Resolution 2017-05 adopting the HYLAND TERR PH II Preliminary Assessment Roll."

Sincerely,

*Curtis L. Shenkman*

Curtis L. Shenkman

**LRECD RESOLUTION NO. 2017-05**

A RESOLUTION OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT RELATING TO THE **HYLAND TERR PH II** ASSESSMENT AREA IMPROVEMENTS; ADOPTING THE PRELIMINARY ASSESSMENT ROLL FOR **HYLAND TERR PH II** ASSESSMENT AREA IMPROVEMENTS AS PREPARED BY THE DISTRICT CLERK AND ATTACHED HERETO AS EXHIBITS "A" AND "B"; AUTHORIZING THE DISTRICT GOVERNING BOARD TO ACT AS THE BOARD OF ADJUSTMENT; PROVIDING FOR THE FURNISHING OF TEN DAYS' WRITTEN NOTICE TO ALL PROPERTY OWNERS AFFECTED; DIRECTING THAT AN AFFIDAVIT OF PUBLICATION BE OBTAINED; REQUIRING THE FILING OF THE PROOF OF PUBLICATION AND OF THE WRITTEN NOTICE; MAKING REFERENCE TO RESOLUTION NO. **2016-35** PROVIDING FOR THE PUBLICATION OF THE NOTICE OF THE MEETING TO CONSIDER CONFIRMATION OF THE PRELIMINARY ASSESSMENT ROLL; DIRECTING THAT AN AFFIDAVIT OF PUBLICATION BE OBTAINED; REQUIRING THE FILING OF THE PROOF OF PUBLICATION; PROVIDING FOR CONSISTENCY; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Governing Board of the Loxahatchee River Environmental Control District (hereinafter called the "District" has authorized the sewer improvements to the **HYLAND TERR PH II** Assessment Area in **MARTIN** County, Florida.

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

WHEREAS, the Governing Board has considered the improvements to be in accordance with the best interests of the citizens of the **HYLAND TERR PH II** Assessment Area.

WHEREAS, the District's previous Resolution **2016-35** was approved by the District's Governing Board and directed the preparation of the Assessment Roll.

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

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

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

RESOLUTION 2017-05  
OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

Section 2. The District Clerk is directed to publish a Notice stating that the District's Governing Board shall act as the **Board of Adjustment** at a hearing to be held on the **16th day of February, 2017** at the District's Governing Board meeting chambers, Jupiter, Florida. Such Notice shall be published at least ten (10) days in advance of such hearing, once in a newspaper published in Martin County and once in a newspaper published in Palm Beach County. Such Notice shall state that at the hearing, the Governing Board will hear objections of all interested persons to the confirmation of such resolution. Such Notice shall state in brief and general terms a description of the improvements with the location thereof and shall also state that plans, specifications, estimates, and the tentative apportionment of cost thereof are on file in the office of the District. The District Clerk is directed to mail a copy of such Notice to each of the affected property owners at least ten (10) days in advance of the hearing.

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

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

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

Section 6. Resolutions No. **2016-35 and 2017-05** of the District shall be a part of the record to be considered by the Governing Board at the aforescribed hearing when the Governing Board sits as the Board of Adjustment.

Section 7. The District Clerk is directed to publish a Notice stating that at the meeting of the Governing Board to be held on **February 16, 2016** at the District Governing Board meeting chambers, Jupiter, Florida, all interested persons may appear and file written objections to the confirmation of the Final Assessment Roll. Such Notice shall be published at least twelve (12) days in advance of such meeting, once in a newspaper published in Martin County and once in a newspaper published in Palm Beach County. Such Notice shall state the class of the improvement and the location thereof by terminal points and route. Such Notice shall also be mailed to those interested parties requesting such in writing.

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

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

RESOLUTION 2017-05  
OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

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

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

PASSED AND ADOPTED BY THE GOVERNING BOARD OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, THIS **19th** DAY OF **JANUARY, 2017**.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

VOTE

\_\_\_\_\_  
GORDON M. BOGGIE

\_\_\_\_\_  
STEPHEN ROCKOFF

\_\_\_\_\_  
HARVEY SILVERMAN

\_\_\_\_\_  
JAMES D. SNYDER

\_\_\_\_\_  
DR. MATT H. ROSTOCK

Cip/Proj/PrelimAsmt/Resolution

EXHIBIT "A"  
PRELIMINARY ASSESSMENT ROLL  
LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT  
**HYLAND TERR PH II 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 **HYLAND TERR PH II** Assessment Area shall be **\$5,587.70** per parcel of property in the **HYLAND TERR PH II** 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 **HYLAND TERR PH II** Assessment Area identified on EXHIBIT "B" shall be currently assessed in the amount of **\$5,028.03**.

PAYMENT OF ASSESSMENT. As to Parcels of **HYLAND TERR PH II** Assessment Area Property in EXHIBIT "B", the **\$5,028.03** assessment may be paid, interest free, at the office of the District on or before May 1, 2018.

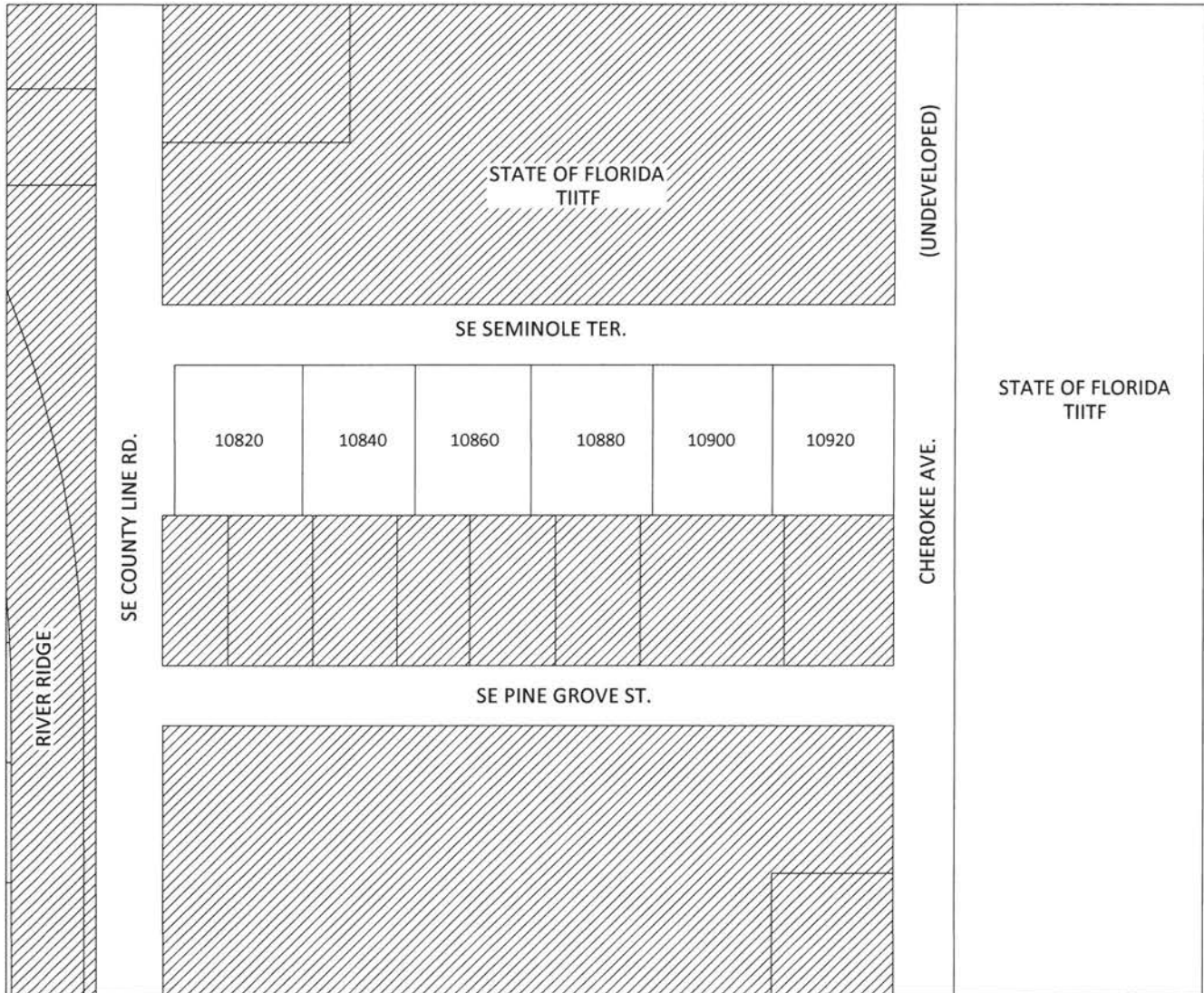
**Owners who do not pay the \$5,028.03 assessment on or before May 1, 2018 shall have the \$5,028.03 principal added to the tax roll as a non-ad valorem assessment to accrue interest, beginning October 1, 2017, at six and seven eights percent (6.875%) per annum, to be collected in twenty (20) equal annual installments of \$470.01, commencing with the November 1, 2018 Real Estate Tax Bill.**

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

By: \_\_\_\_\_  
D. Albrey Arrington, District Clerk, Executive Director

# EXHIBIT "B"

## HYLAND TERRACE PHASE II LOW PRESSURE SEWER SYSTEM ASSESSMENT AREA



**LEGEND**

NOT IN ASSESSMENT AREA

MARTIN COUNTY



State of Florida TIITF  
3900 Commonwealth Blvd  
Tallahassee FL 32399  
re: 18045 SE County Line Rd  
24-40-42-001-001-00000-5

Mr. William Trobaugh  
10820 SE Seminole Terr  
Tequesta FL 33469  
re: 10820 SE Seminole Terr  
24-40-42-001-017-00010-9

Mr. Clarence Chabek  
18040 SE Seminole Terr  
Tequesta FL 33469  
re: 10840 SE Seminole Terr  
24-40-42-001-017-00030-5

Mr. & Mrs. Joseph Broedell  
10860 SE Seminole Terr  
Tequesta FL 33469  
re: 10860 SE Seminole Terr  
24-40-42-001-017-00050-0

Ms. Barborka Schmidt  
10880 SE Seminole Terr  
Tequesta FL 33469  
re: 10880 SE Seminole Terr  
24-40-42-001-017-00070-6

Mr. & Mrs. Henry Knight III  
10900 SE Seminole Terr  
Tequesta FL 33469  
re: 10900 SE Seminole Terr  
24-40-42-001-017-00090-2

Mr. & Mrs. Robert Bayne  
10920 SE Seminole Terr  
Tequesta FL 33469  
re: 10920 SE Seminole Terr  
24-40-42-001-017-00110-8

**TIMOTHY W. GASKILL**

*Business, Probate  
Family Litigation*

**DONALD R. SMITH**

*Personal Injury & Wrongful Death  
Commercial Litigation*

**CURTIS L. SHENKMAN**

*Board Certified Real Estate  
Attorney*

**BROOKEGROGAN**

*Attorney*



**DESANTIS, GASKILL, SMITH & SHENKMAN, P.A.**

**ATTORNEYS & COUNSELORS AT LAW**

ESTABLISHED 1973

11891 U.S. HIGHWAY ONE, SUITE100  
NORTH PALM BEACH, FLORIDA 33408

TELEPHONE (561) 622-2700 FACSIMILE (561) 622-2841

[Shenkman@LawPalmBeach.com](mailto:Shenkman@LawPalmBeach.com)

LEGAL ASSISTANTS

CIVIL TRIAL, PROBATE  
AND FAMILY LAW

KAREN M. BOYDEN-LOPATOSKY  
MINDY VASSER

PERSONAL INJURY

ROBIN B. MODLIN, CP

REAL ESTATE

JUDY D. MONTEIRO  
DENISE B. PAOLUCCI

January 3, 2017

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

Clint Yerkes, Deputy Executive Director

Loxahatchee River Environmental Control District

2500 Jupiter Drive

Jupiter, Florida 33458-8964

Re: Resolution 2017-06 and Preliminary Assessment Roll for **SE LINDEN ST**

Dear Albrey & Clint:

Please attach to this letter Resolution 2017-06, Exhibit "A" Preliminary Assessment Roll, Map & most recent Exhibit "B" list of property owners as part of the Resolution.

In the Resolution, Sections 2 and 7, the "Board of Adjustment" public hearing and "Governing Board" meeting to confirm the "final" assessment roll is proposed for February 16, 2017 Preparation is necessary of the Notice to be published and mailed out by Friday, February 3, 2017.

A **SUGGESTED MOTION** for the Board at the January 19, 2017 meeting is as follows:

"THAT THE GOVERNING BOARD approve Resolution 2017-06 adopting the **SE LINDEN ST** Preliminary Assessment Roll."

Sincerely,

*Curtis L. Shenkman*

Curtis L. Shenkman

**LRECD RESOLUTION NO. 2017-06**

A RESOLUTION OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT RELATING TO THE **SE LINDEN ST.** ASSESSMENT AREA IMPROVEMENTS; ADOPTING THE PRELIMINARY ASSESSMENT ROLL FOR **SE LINDEN ST.** ASSESSMENT AREA IMPROVEMENTS AS PREPARED BY THE DISTRICT CLERK AND ATTACHED HERETO AS EXHIBITS “A” AND “B”; AUTHORIZING THE DISTRICT GOVERNING BOARD TO ACT AS THE BOARD OF ADJUSTMENT; PROVIDING FOR THE FURNISHING OF TEN DAYS’ WRITTEN NOTICE TO ALL PROPERTY OWNERS AFFECTED; DIRECTING THAT AN AFFIDAVIT OF PUBLICATION BE OBTAINED; REQUIRING THE FILING OF THE PROOF OF PUBLICATION AND OF THE WRITTEN NOTICE; MAKING REFERENCE TO RESOLUTION NO. **2016-07** PROVIDING FOR THE PUBLICATION OF THE NOTICE OF THE MEETING TO CONSIDER CONFIRMATION OF THE PRELIMINARY ASSESSMENT ROLL; DIRECTING THAT AN AFFIDAVIT OF PUBLICATION BE OBTAINED; REQUIRING THE FILING OF THE PROOF OF PUBLICATION; PROVIDING FOR CONSISTENCY; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, the District’s previous Resolution **2016-07** was approved by the District’s Governing Board and directed the preparation of the Assessment Roll.

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

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

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

RESOLUTION 2017-06  
OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

Section 2. The District Clerk is directed to publish a Notice stating that the District's Governing Board shall act as the **Board of Adjustment** at a hearing to be held on the **16th day of February, 2017** at the District's Governing Board meeting chambers, Jupiter, Florida. Such Notice shall be published at least ten (10) days in advance of such hearing, once in a newspaper published in Martin County and once in a newspaper published in Palm Beach County. Such Notice shall state that at the hearing, the Governing Board will hear objections of all interested persons to the confirmation of such resolution. Such Notice shall state in brief and general terms a description of the improvements with the location thereof and shall also state that plans, specifications, estimates, and the tentative apportionment of cost thereof are on file in the office of the District. The District Clerk is directed to mail a copy of such Notice to each of the affected property owners at least ten (10) days in advance of the hearing.

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

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

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

Section 6. Resolutions No. **2016-07 and 2017-06** of the District shall be a part of the record to be considered by the Governing Board at the aforescribed hearing when the Governing Board sits as the Board of Adjustment.

Section 7. The District Clerk is directed to publish a Notice stating that at the meeting of the Governing Board to be held on **February 16, 2016** at the District Governing Board meeting chambers, Jupiter, Florida, all interested persons may appear and file written objections to the confirmation of the Final Assessment Roll. Such Notice shall be published at least twelve (12) days in advance of such meeting, once in a newspaper published in Martin County and once in a newspaper published in Palm Beach County. Such Notice shall state the class of the improvement and the location thereof by terminal points and route. Such Notice shall also be mailed to those interested parties requesting such in writing.

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

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

RESOLUTION 2017-06  
OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

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

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

PASSED AND ADOPTED BY THE GOVERNING BOARD OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, THIS **19th** DAY OF **JANUARY, 2017**.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

VOTE

\_\_\_\_\_  
GORDON M. BOGGIE

\_\_\_\_\_  
STEPHEN ROCKOFF

\_\_\_\_\_  
HARVEY SILVERMAN

\_\_\_\_\_  
JAMES D. SNYDER

\_\_\_\_\_  
DR. MATT H. ROSTOCK

Cip/Proj/PrelimAsmt/Resolution

EXHIBIT "A"  
PRELIMINARY ASSESSMENT ROLL  
LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT  
SE LINDEN ST. 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 LINDEN ST.** Assessment Area shall be **\$5,480.91** per parcel of property in the **SE LINDEN ST.** 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 LINDEN ST.** Assessment Area identified on EXHIBIT "B" shall be currently assessed in the amount of **\$4,932.82**.

PAYMENT OF ASSESSMENT. As to Parcels of **SE LINDEN ST.** Assessment Area Property in EXHIBIT "B", the **\$4,932.82** assessment may be paid, interest free, at the office of the District on or before May 1, 2018.

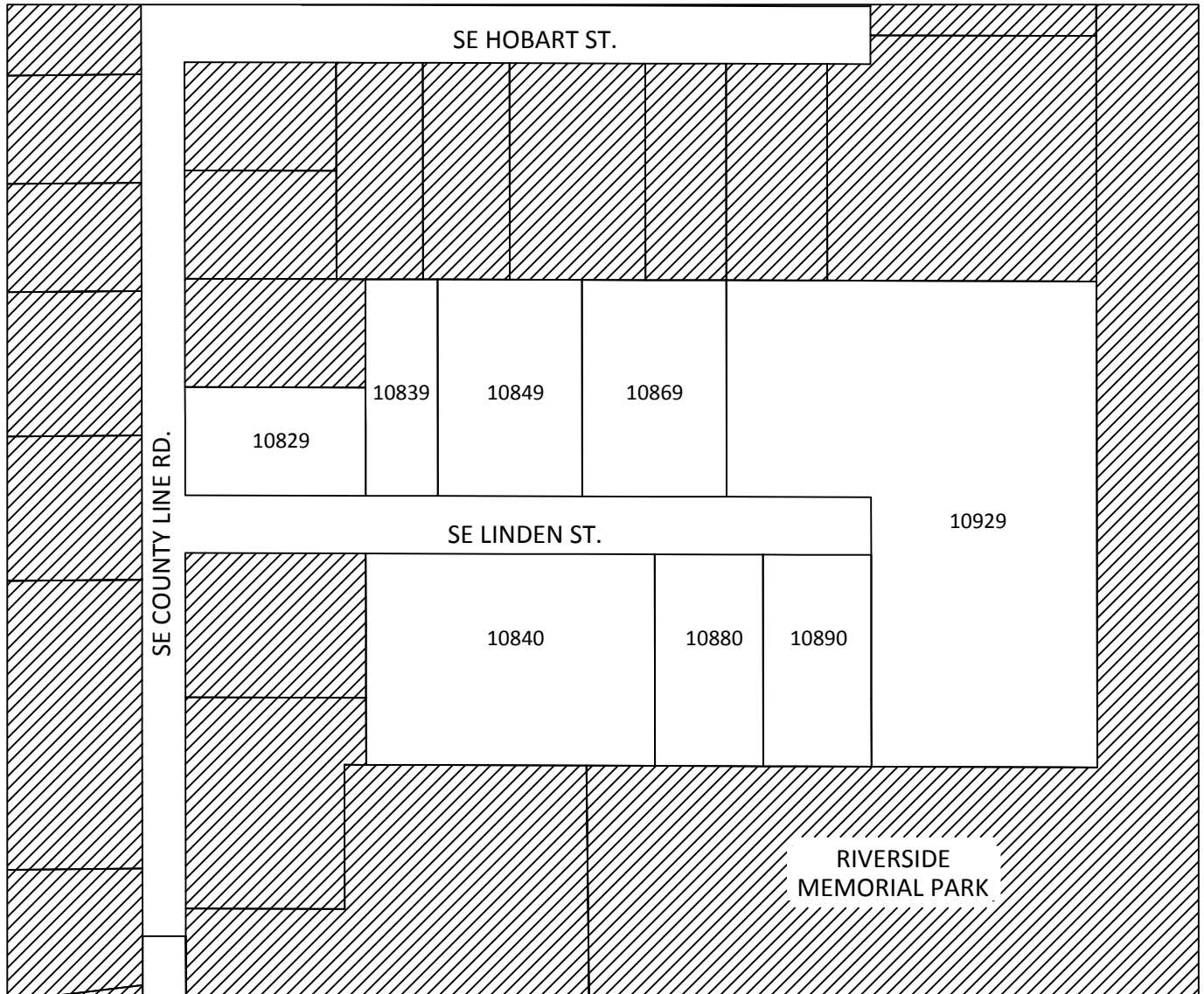
**Owners who do not pay the \$4,932.82 assessment on or before May 1, 2018 shall have the \$4,932.82 principal added to the tax roll as a non-ad valorem assessment to accrue interest, beginning October 1, 2017, at six and seven eights percent (6.875%) per annum, to be collected in twenty (20) equal annual installments of \$461.11, commencing with the November 1, 2018 Real Estate Tax Bill.**

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

By: \_\_\_\_\_  
D. Albrey Arrington, District Clerk, Executive Director

# EXHIBIT "B"

## SE LINDEN STREET LOW PRESSURE SEWER SYSTEM ASSESSMENT AREA



**LEGEND**

NOT IN ASSESSMENT AREA

**MARTIN COUNTY**

Ms. Lois Cole  
227 Alameda Dr  
Palm Springs FL 33461  
re: 10840 SE Linden St  
24-40-42-003-000-00040-7

Mr. John Kavaliauskas  
10880 SE Linden St  
Tequesta FL 33469  
re: 10880 SE Linden St  
24-40-42-003-000-00080-8

Mr. & Mrs. Ernest Bell  
10890 SE Linden St  
Tequesta FL 33469  
re: 10890 SE Linden St  
24-40-42-003-000-00090-6

Mr. David Harp  
10929 SE Linden St  
Tequesta FL 33469  
re: 10929 SE Linden St  
24-40-42-003-000-00110-2

Plain Site LLC  
18896 SW Jupiter Inlet Wy  
Tequesta FL 33469  
re: 10869 SE Linden St  
24-40-42-003-000-00200-3

Mr. & Mrs. Michael Belanger  
10849 SE Linden St  
Tequesta FL 33469  
re: 10849 SE Linden St  
24-40-42-003-000-00210-1

Mr. & Mrs. John Walker  
10839 SE Linden St  
Tequesta FL 33469  
re: 10839 SE Linden St  
24-40-42-003-000-00230-7

Mr. & Mrs. Terrance Roberts  
10829 SE Linden St  
Tequesta FL 33469  
re: 10829 SE Linden St  
24-40-42-003-000-00240-5



**TIMOTHY W. GASKILL**

*Business, Probate  
Family Litigation*

**DONALD R. SMITH**

*Personal Injury & Wrongful Death  
Commercial Litigation*

**CURTIS L. SHENKMAN**

*Board Certified Real Estate  
Attorney*

**BROOKEGROGAN**

*Attorney*



**DESANTIS, GASKILL, SMITH & SHENKMAN, P.A.**

**ATTORNEYS & COUNSELORS AT LAW**

ESTABLISHED 1973

11891 U.S. HIGHWAY ONE, SUITE100  
NORTH PALM BEACH, FLORIDA 33408

TELEPHONE (561) 622-2700 FACSIMILE (561) 622-2841

[Shenkman@LawPalmBeach.com](mailto:Shenkman@LawPalmBeach.com)

LEGAL ASSISTANTS

CIVIL TRIAL, PROBATE  
AND FAMILY LAW

KAREN M. BOYDEN-LOPATOSKY  
MINDY VASSER

PERSONAL INJURY

ROBIN B. MODLIN, CP

REAL ESTATE

JUDY D. MONTEIRO  
DENISE B. PAOLUCCI

January 6, 2017

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

Clint Yerkes, Deputy Executive Director

Loxahatchee River Environmental Control District

2500 Jupiter Drive

Jupiter, Florida 33458-8964

Re: Resolution 2017-07 and Preliminary Assessment Roll for SE PINE GROVE ST.

Dear Albrey & Clint:

Please attach to this letter Resolution 2017-07, Exhibit "A" Preliminary Assessment Roll, Map & most recent Exhibit "B" list of property owners as part of the Resolution.

In the Resolution, Sections 2 and 7, the "Board of Adjustment" public hearing and "Governing Board" meeting to confirm the "final" assessment roll is proposed for February 16, 2017 Preparation is necessary of the Notice to be published and mailed out by Friday, February 3, 2017.

A SUGGESTED MOTION for the Board at the January 19, 2017 meeting is as follows:

"THAT THE GOVERNING BOARD approve Resolution 2017-07 adopting the SE PINE GROVE ST. Preliminary Assessment Roll."

Sincerely,

*Curtis L. Shenkman*

Curtis L. Shenkman

**LRECD RESOLUTION NO. 2017-07**

A RESOLUTION OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT RELATING TO THE **SE PINE GROVE ST.** ASSESSMENT AREA IMPROVEMENTS; ADOPTING THE PRELIMINARY ASSESSMENT ROLL FOR **SE PINE GROVE ST.** ASSESSMENT AREA IMPROVEMENTS AS PREPARED BY THE DISTRICT CLERK AND ATTACHED HERETO AS EXHIBITS “A” AND “B”; AUTHORIZING THE DISTRICT GOVERNING BOARD TO ACT AS THE BOARD OF ADJUSTMENT; PROVIDING FOR THE FURNISHING OF TEN DAYS’ WRITTEN NOTICE TO ALL PROPERTY OWNERS AFFECTED; DIRECTING THAT AN AFFIDAVIT OF PUBLICATION BE OBTAINED; REQUIRING THE FILING OF THE PROOF OF PUBLICATION AND OF THE WRITTEN NOTICE; MAKING REFERENCE TO RESOLUTION NO. **2016-08** PROVIDING FOR THE PUBLICATION OF THE NOTICE OF THE MEETING TO CONSIDER CONFIRMATION OF THE PRELIMINARY ASSESSMENT ROLL; DIRECTING THAT AN AFFIDAVIT OF PUBLICATION BE OBTAINED; REQUIRING THE FILING OF THE PROOF OF PUBLICATION; PROVIDING FOR CONSISTENCY; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the Governing Board has considered the improvements to be in accordance with the best interests of the citizens of the **SE PINE GROVE ST.** Assessment Area.

WHEREAS, the District’s previous Resolution **2016-08** was approved by the District’s Governing Board and directed the preparation of the Assessment Roll.

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

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

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

RESOLUTION 2017-07  
OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

Section 2. The District Clerk is directed to publish a Notice stating that the District's Governing Board shall act as the **Board of Adjustment** at a hearing to be held on the **16th day of February, 2017** at the District's Governing Board meeting chambers, Jupiter, Florida. Such Notice shall be published at least ten (10) days in advance of such hearing, once in a newspaper published in Martin County and once in a newspaper published in Palm Beach County. Such Notice shall state that at the hearing, the Governing Board will hear objections of all interested persons to the confirmation of such resolution. Such Notice shall state in brief and general terms a description of the improvements with the location thereof and shall also state that plans, specifications, estimates, and the tentative apportionment of cost thereof are on file in the office of the District. The District Clerk is directed to mail a copy of such Notice to each of the affected property owners at least ten (10) days in advance of the hearing.

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

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

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

Section 6. Resolutions No. **2016-08 and 2017-07** of the District shall be a part of the record to be considered by the Governing Board at the aforescribed hearing when the Governing Board sits as the Board of Adjustment.

Section 7. The District Clerk is directed to publish a Notice stating that at the meeting of the Governing Board to be held on **February 16, 2016** at the District Governing Board meeting chambers, Jupiter, Florida, all interested persons may appear and file written objections to the confirmation of the Final Assessment Roll. Such Notice shall be published at least twelve (12) days in advance of such meeting, once in a newspaper published in Martin County and once in a newspaper published in Palm Beach County. Such Notice shall state the class of the improvement and the location thereof by terminal points and route. Such Notice shall also be mailed to those interested parties requesting such in writing.

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

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

RESOLUTION 2017-07  
OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

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

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

PASSED AND ADOPTED BY THE GOVERNING BOARD OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, THIS **19th** DAY OF **JANUARY, 2017**.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

VOTE

\_\_\_\_\_  
GORDON M. BOGGIE

\_\_\_\_\_  
STEPHEN ROCKOFF

\_\_\_\_\_  
HARVEY SILVERMAN

\_\_\_\_\_  
JAMES D. SNYDER

\_\_\_\_\_  
DR. MATT H. ROSTOCK

Cip/Proj/PrelimAsmt/Resolution

EXHIBIT "A"  
PRELIMINARY ASSESSMENT ROLL  
LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT  
**SE PINE GROVE ST. 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 PINE GROVE ST.** Assessment Area shall be **\$5,700.46** per parcel of property in the **SE PINE GROVE ST.** 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 PINE GROVE ST.** Assessment Area identified on EXHIBIT "B" shall be currently assessed in the amount of **\$5,130.41**.

PAYMENT OF ASSESSMENT. As to Parcels of **SE PINE GROVE ST.** Assessment Area Property in EXHIBIT "B", the **\$5,130.41** assessment may be paid, interest free, at the office of the District on or before May 1, 2018.

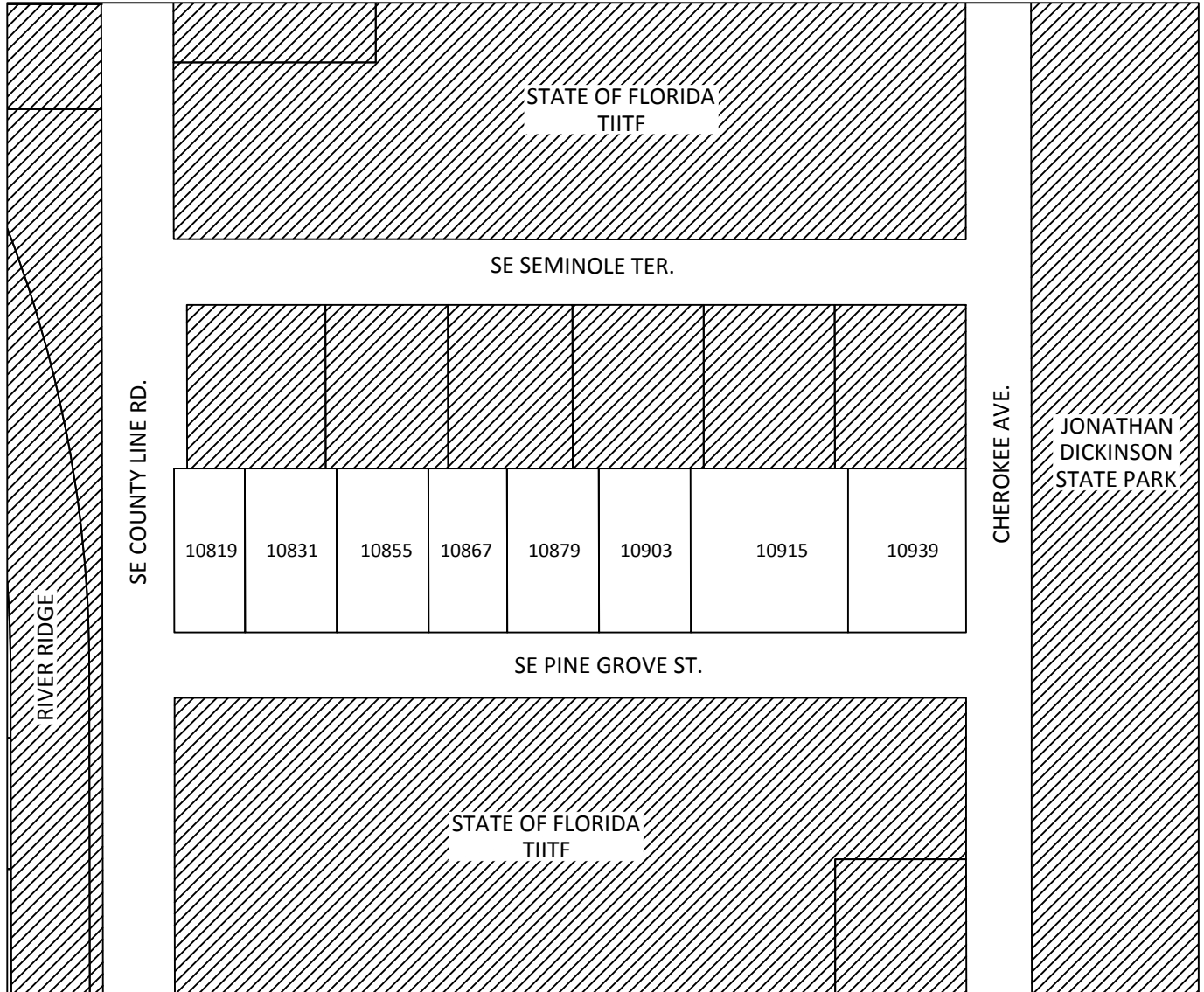
**Owners who do not pay the \$5,130.41 assessment on or before May 1, 2018 shall have the \$5,130.41 principal added to the tax roll as a non-ad valorem assessment to accrue interest, beginning October 1, 2017, at six and seven eights percent (6.875%) per annum, to be collected in twenty (20) equal annual installments of \$479.58, commencing with the November 1, 2018 Real Estate Tax Bill.**

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

By: \_\_\_\_\_  
D. Albrey Arrington, District Clerk, Executive Director

# EXHIBIT "B"

## SE PINE GROVE STREET LOW PRESSURE SEWER SYSTEM ASSESSMENT AREA



**LEGEND**

NOT IN ASSESSMENT AREA

**MARTIN COUNTY**

Mr. Nelson Rood  
9104 E Camino Del Santo  
Scottsdale AZ 85260  
re: 10819 SE Pine Grove St  
24-40-42-001-017-00140-0

Ms. Lynda Presser  
10831 SE Pine Grove St  
Tequesta FL 33469  
re: 10831 SE Pine Grove St  
24-40-42-001-017-00150-9

Mr. Michael Laurenzano  
10855 SE Pine Grove St  
Tequesta FL 33469  
re: 10855 SE Pine Grove St  
24-40-42-001-017-00160-0

Mr. Jeffrey Bundonis  
10867 SE Pine Grove St  
Tequesta FL 33469  
re: 10867 SE Pine Grove St  
24-40-42-001-017-00180-0

Mr. & Mrs. Brian Smith  
10879 SE Pine Grove St  
Tequesta FL 33469  
re: 10879 SE Pine Grove St  
24-40-42-001-017-00190-0

Ms. Ann Lund  
10903 SE Pine Grove St  
Tequesta FL 33469  
re: 10903 SE Pine Grove St  
24-40-42-001-017-00200-0

Mr. Joseph Hackler  
10915 SE Pine Grove St  
Tequesta FL 33469  
re: 10915 SE Pine Grove St  
24-40-42-001-017-00220-0

Ms. Patricia Calvert  
10939 SE Pine Grove St  
Tequesta FL 33469  
re: 10939 SE Pine Grove St  
24-40-42-001-017-00230-0

**TIMOTHY W. GASKILL**  
*Business, Probate  
Family Litigation*



**LEGAL ASSISTANTS**  
**CIVIL TRIAL, PROBATE  
AND FAMILY LAW**  
KAREN M. BOYDEN-LOPATOSKY  
MINDY VASSER

**DONALD R. SMITH**  
*Personal Injury & Wrongful Death  
Commercial Litigation*

**DESANTIS, GASKILL, SMITH & SHENKMAN, P.A.**

**ATTORNEYS & COUNSELORS AT LAW**

ESTABLISHED 1973

11891 U.S. HIGHWAY ONE, SUITE100  
NORTH PALM BEACH, FLORIDA 33408

TELEPHONE (561) 622-2700 FACSIMILE (561) 622-2841

[www.LawPalmBeach.com](http://www.LawPalmBeach.com)

**PERSONAL INJURY**  
ROBIN B. MODLIN, CP  
HEATHER SHEFLIN

**REAL ESTATE**  
JUDY D. MONTEIRO  
DENISE B. PAOLUCCI

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

**BROOKE GROGAN**  
*Attorney*

December 30, 2016

Sent by email

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

Re: Resolution for **AMENDED HYLAND TERR PROPERTIES & HYLAND TERR PH II** Assessment Area

Dear Dr. Arrington and Mr. Yerkes:

Per your request, please attach to this letter the AMENDED Notice of Intent to Assess to move one Property from the **HYLAND TERR PROPERTIES** Assessment Area TO the **HYLAND TERR PH II** Assessment Area.

A **SUGGESTED MOTION** for the Board to consider is:

"THAT THE GOVERNING BOARD approve the AMENDED NOTICE OF INTENT to Assess for the **HYLAND TERRACE PROPERTIES** Assessment Area and the **HYLAND TERR PH II** Assessment Area."

I will bring the original to be signed at the Governing Board meeting. Thereafter the District will record in the Public Records.

Sincerely,

*Curtis L. Shenkman*

Curtis L. Shenkman



RETURN TO: WC-53  
Curtis L. Shenkman, Esquire  
DeSantis, Gaskill, Smith & Shenkman, P.A.  
11891 U.S. Highway One  
North Palm Beach, Florida 33408

**AMENDED PENDING LIEN NOTICE**  
  
**HYLAND TERR PROPERTIES**  
**and**  
**HYLAND TERR PH II ASSESSMENT AREAS**

THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, a special district of the State of Florida, created in 1971 and existing pursuant to Chapter 2002-358, Laws of Florida (hereinafter referred to as the "District"), hereby **AMENDS THE EXISTING NOTICES OF INTENT TO ASSESS, recorded on January 22, 2016 in Official Record Book 2831, Pages 1003 through 1009 (Highland Terr Properties) and recorded on November 18, 2016 in Official Record Book 2891, Pages 131 through 137 (Hyland Terr PH II), Public Records of Martin County, Florida**, to move the following Property and Property Owner FROM the Hyland Terr. Properties Assessment Area TO the Hyland Terr. PH II Assessment Area:

**Mr. William Trobaugh**  
**10820 SE Seminole Terr.**  
**Tequesta, FL 33469**  
**PCN: 24-40-42-001-017-00010-9**

IN WITNESS WHEREOF, the undersigned, Executive Director of the Loxahatchee River Environmental Control District, herein certifies that on this 19th day of JANUARY, 2017, 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 this 19<sup>th</sup> day of January, 2017, 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, personally known to me.

(NOTARY SEAL)

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458

Telephone (561) 747-5700 • Fax (561) 747-9929 • [www.loxahatcheeriver.org](http://www.loxahatcheeriver.org)



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

## MEMORANDUM

TO: D. ALBREY ARRINGTON, Ph.D.  
Executive Director

FROM: CLINTON R. YERKES  
Deputy Executive Director

DATE: JANUARY 7, 2017

SUBJECT: FILTER PUMP STATION #2 PUMP & MOTOR PURCHASE

---

This is a budgeted item for the purchase of a replacement pump & motor for Filter Pump Station #2. Lead times on these items can run several months.

The attached quotation has been determined to be a sole source by our plant consultant engineers, and approved by the Director of Operations and Purchasing Agent.

The following motion is suggested for approval of this item:

**“THE DISTRICT GOVERNING BOARD has received documentation from the Purchasing Agent that the following materials can only be obtained through a “sole source”, as described in the District Procurement Policy, and approves excepting this purchase from bid requirements; therefore**

**THE DISTRICT GOVERNING BOARD authorizes the purchase of 1 new Goulds/Xylem pump and motor for Filter Pump Station #2, in accordance with their Quotation dated January 4, 2017, and in the amount of \$73,734.00.**

Should you have any questions regarding this item please contact Tom Vaughn or me.

V://cip/proj/miscequip/pumps/fps#2 2017

Stephen B. Rockoff  
Board Member

Dr. Matt H. Rostock  
Board Member

Gordon M. Boggie  
Chairman

Harvey M. Silverman  
Board Member

James D. Snyder  
Board Member



**Pump & Equipment**

**A Division of Tencarva Machinery Company**

3524 Craftsman Boulevard • Lakeland, FL • 33803

**Tel:** (863) 665-7867 • **Fax:** (863) 666-5649

**Municipal Division**

Quote No: 100316CJ1  
 Customer: Loxahatchee River District  
 Location:  
 Attn: Anthony Nicoletto  
 Phone:  
 Fax:  
 Email: Anthony.nicoletto@loxahatcheeriver.org  
 From: Cathy Jackson/Larry Strickland

Date: 01/04/17  
 No. Pages: 1  
 Your No.:  
 Delivery: 18 weeks  
 Terms: N30  
 F.O.B.: Destination  
 Freight included

**Conditions of Service:** Filter Pump Station Pump 3336 GPM @ 30' TDH

We are pleased to quote as follows:

Qty.	Description	Price Each	Delivery
1	Goulds/Xylem VIC-FLFM – Canned Turbine Open Lineshaft Pump, Model 16RGHC/1-Stage Bowl Assembly, 14" x 1.50" Flanged W/L Column Assembly, 16" x 16.5" FL 150# Discharge Head Assembly, Tnemec 141 8 Mil Coating for Bowl Assy OD, OD & ID of Column & Head Assy, US Motor VSS 40Hp, 1200 RPM, TEFC Premium Efficient Motor. Replacement to S/N 501949-2 Less Can.	\$73,734.00	18 weeks
<b>Quote Valid for 30 Days</b>			

With the following notes:

1. Freight is included.

**Best Regards,**

**Cathy Jackson**

**HUDSON PUMP & EQUIPMENT**

**phone: (863) 665-7867**

**fax: (863) 666-5649**

**e-mail: cjackson@tencarva.com**

Quoted By: Cathy Jackson



Hazen and Sawyer  
2101 NW Corporate Blvd., Suite 301  
Boca Raton, FL 33062 • 561-997-8070

January 6, 2017

*Transmitted Electronically*

Hazel M. Figueroa, Purchasing Agent  
**Loxahatchee River Environmental Control District**  
2500 Jupiter Park Drive  
Jupiter, Florida 33458-8964

**Re: Wastewater Treatment Plant - Goulds/Xylem Turbine Pump Purchase - Filter PS No. 2**

Dear Ms. Figueroa:

It is the desire of Loxahatchee River District (District) staff to purchase a Goulds/Xylem turbine pump and motor to serve as a spare replacement for identical existing Goulds/Xylem turbine pump and motors installed at Filter Pump Station No. 2 of the District's Wastewater Treatment Facility.

It is proposed that the Goulds/Xylem turbine pump and motor be provided by Hudson Pump and Equipment who is the exclusive municipal representative of Goulds/Xylem turbine pumps and motors. A Goulds/Xylem pump and motor is necessary to match the existing pump station discharge piping, controls, electrical, and other support elements of the installed, existing Goulds/Xylem configuration at Filter Pump Station No. 2. As this equipment is only available from the exclusive municipal representative (Hudson Pump and Equipment), we recommend that the Goulds/Xylem turbine pump and motor be purchased from Hudson Pump and Equipment.

We appreciate the opportunity to assist you in this effort. Please contact us if you require any additional information.

Very truly yours,

John C. Koroshec, P.E.  
Senior Associate

c: File 42009-029-3.1.2

# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458-8964

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



## SOLE SOURCE APPROVAL FORM

ITEM: Turbine Pump and Motor for Filter Pump Station #1 *XXD*

REASON FOR SOLE SOURCE: Vendor is the Municipal representative for Xylem, Inc. / Goulds Water Technology Pumps, as manufactured by Xylem Texas Turbine Operations. Vendor also represents Xylem Inc. / AC branded pumps. This representation is on an exclusive basis into the Municipal Utility market in the State of Florida.

VENDOR NAME: Hudson Pump & Equipment

ESTIMATED COST: \$ 73,734.00 (Includes Freight)

USING DEPT: Operations / Maintenance

### APPROVAL:

DEPARTMENT HEAD NAME: Thomas Vaughn

DEPARTMENT HEAD SIGNATURE: *Thomas Vaughn*

DEPARTMENT HEAD TITLE: Director of Operations

DATE: *01/04/2017*

# Loxahatchee River District

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

## MEMORANDUM

TO: D. ALBREY ARRINGTON, Ph.D.  
Executive Director

FROM: CLINTON R. YERKES  
Deputy Executive Director

DATE: DECEMBER 3, 2015

SUBJECT: DEEP WELL PUMP and DISCHARGE HEAD PURCHASE

---

The Deep Injection Well renewal and replacement account for this year is budgeted at \$125,000.00. Replacement of the Pump, Motor and Discharge Head are a portion of the required work. The requested authorization is \$70,482.00.00.

The requested purchase is for replacement of one (1) vertical turbine pump and motor and one (1) discharge head for the deep injection well pump station.

Prices were received as follow:

Barney's Pumps	\$70,482.00
R. M. Myers Co.	\$73,960.00
Tampa Armature Works	\$88,687.58

The following motion is suggested:

**“THAT THE DISTRICT GOVERNING BOARD authorize the purchase of one (1) Layne/Vertiline vertical turbine pump and one (1) discharge head from Barney's Pumps, Inc., in accordance with District specifications, their proposal dated January 4, 2017, and in an amount not to exceed \$70,482.00.”**

Should you have any questions please contact Tom Vaughn or me.

V:/cip/proj/misc equip/Injection Well/PumpPkg 2017/Board memo

Stephen B. Rockoff  
Board Member

Dr. Matt H. Rostock  
Board Member

Gordon M. Boggie  
Chairman

Harvey M. Silverman  
Board Member

James D. Snyder  
Board Member

QUOTATION NUMBER  
23-16-1003



Page 1 of 2

DATE: 1/4/17

TO: Attn: Anthony Nicoletto  
Loxahatchee River District

SHIPMENT  
TO: Jupiter

PROJECT: Layne Injection Well Replacement

<u>Delivery</u>	<u>Via</u>	<u>From</u>	<u>F.O.B.</u>	<u>Terms</u>
22-24 Weeks	Bestway	Barney's Pumps	Barney's Pumps	net 30 with approved credit

ITEM	QTY	DESCRIPTION	PRICE
A	1	Layne / Vertiline 18GM – 2 Stage vertical turbine pump bowl and column assembly only duplicate of Layne Serial #8G4-13759 with factory standard paint.	\$28,879.00
B	1	Layne / Vertiline LS 20X12 Fabricated steel discharge head duplicate of Layne Serial #8G4-13759	\$12,603.00
C	1	US Motors 250 HP Vertical Hollow shaft Motor 460V/30/60Hz, 1800 RPM, 447TPB Frame, WPI enclosure, Premium Efficiency Same BD (base dimension) and CD (shaft height) as existing motor.	\$ 29,000.00
Total			\$ 70,482 <sup>00</sup>

Delivery is F.O.B. Barney's Pumps. Start-up and training services are NOT included. Taxes, anchor bolts, piping, field wiring, etc. are not included.

# Loxahatchee River District

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

## MEMORANDUM

TO: Governing Board

FROM: Kara Peterson, Director of Finance and Administration

DATE: January 13, 2017

SUBJECT: Election of Trustee

---

Loxahatchee River Environmental Control District Money Purchase Plan and Trust, the official name of the District's defined contribution retirement plan, is managed by an Administrative Committee. The Administrative Committee is comprised of the Chairman of the Governing Board (to be determined), the Executive Director (Albrey), the Director of Finance and Administration (Kara), an Employee Representative (George Vazquez), and a Trustee. The Trustee is defined as "a member of the (District's) Governing Board who is elected annually from among the members of the Governing Board."

The Board needs to elect a Board Member to serve as Trustee for 2017. Dr. Rostock is willing to serve as Trustee.

Therefore, I recommend consideration of the following Motion:

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

J:\BOARD\TrusteeDesignation.docx

Stephen B. Rockoff  
Board Member

Dr. Matt H. Rostock  
Board Member

Gordon M. Boggie  
Chairman

Harvey M. Silverman  
Board Member

James D. Snyder  
Board Member



# Loxahatchee River District

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

## MEMORANDUM

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

FROM: Bud Howard, Director of Information Services

DATE: January 11, 2017

SUBJECT: Policy & Procedure Revision for Customer Service

---

In March 2016, the District's Governing Board approved the District's Lien Procedure Policy, which focused on delinquent quarterly sewer services.

In an effort to further standardize and clarify our procedures and supplement our Rules, staff and legal counsel have worked together to expand this policy to address accounts that are currently in (or entering) Mortgage Foreclosure, as well as delinquent connection charges. The revised policy is attached with redline/strikeout and clean formatting. In addition, we offer a memorandum that sets forth mutually agreed upon standard attorney charges for the law firm DeSantis, Gaskill, Smith & Shenkman, P.A., effective January 20, 2017.

Staff offers the following motion for consideration:

**“THAT THE DISTRICT GOVERNING BOARD authorizes the Executive Director to implement the attached revisions to District's Customer Service Lien Procedure Policy with an effective date of January 20, 2017.”**

Dr. Matt H. Rostock  
Board Member

Stephen B. Rockoff  
Board Member

Gordon M. Boggie  
Chairman

Harvey M. Silverman  
Board Member

James D. Snyder  
Board Member

## Loxahatchee River District

<b>Policy:</b> Customer Service Lien Procedure	<b>Effective Date:</b> 1/20/2017
<b>Purpose:</b> To improve and clarify the lien process	
<b>Policy #:</b> <i>to be determined</i>	
<p>Procedures:</p> <ol style="list-style-type: none"> <li>1. Attorney 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 \$100.00 or more. 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 &amp; delinquent balance, and 12% per annum policy.</li> <li>2. Any service charges found to be delinquent for four (4) quarters 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).</li> <li>3. Attorney shall record liens for all accounts             <ol style="list-style-type: none"> <li>a. in Mortgage Foreclosure, or where the District is served a Summons and Complaint related to Mortgage Foreclosure; or</li> <li>b. where Quarterly Service Charge for Sewer Service are delinquent for four (4) quarters and have a delinquent balance of \$250.00 or more; or</li> <li>c. where connection fees have not been paid within 14 months of property owner being issued a “Notice of Availability of Sewer Service”, excluding properties under a District Standard Developer Agreement.</li> </ol> </li> <li>4. The standard attorney charge for recording a, plus recording costs, shall be added to account when sent to Attorney; notwithstanding, actual reasonable attorney fees may be charged.</li> <li>5. Attorney shall amend recorded liens 12 months after recording for all accounts found to have a 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.</li> <li>6. Customer Service shall be in charge of all Estoppel requests and advising delinquent accounts of amounts due and payable, not the Attorney, unless in litigation.</li> <li>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.</li> </ol>	
<b>Authority:</b> LRECD Enabling Act Section 8; Chapter 31-10.009	
<b>Authorized:</b> <input checked="" type="checkbox"/> Governing Board	Date: 1/19/2017
<b>Approved:</b> <input checked="" type="checkbox"/> Executive Director	Date: 1/19/2017
Revised: 4/1/2016; 1/20/2017	

## 1/9/2017 DRAFT Loxahatchee River District

<b>Policy:</b> Customer Service Lien Procedure	<b>Effective Date:</b> <del>4/1/2016</del> 1/20/2017
<b>Purpose:</b> To improve and clarify the lien process	
<b>Policy #:</b> <i>to be determined</i>	
Procedures:	
<ol style="list-style-type: none"> <li>1. Attorney shall send a 'final notice before lien' letter to all accounts found <u>by the District</u> to be delinquent for three (3) quarters of Quarterly Service Charge for Sewer Service and have a delinquent balance of \$100.00 or more. The standard<del>ized</del> attorney charge <u>for this letter is \$100.00 shall be added to the account when sent to Attorney;</u> notwithstanding, actual reasonable attorney fees may be charged. <u>The letter shall include the attorney charge &amp; delinquent balance, and 12% per annum policy.</u></li> <li>2. Any service charges found to be delinquent for four (4) quarters 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).</li> <li>3. Attorney shall <u>record</u><del>perfect</del> liens for all accounts <del>found to be</del> <ol style="list-style-type: none"> <li>a. in Mortgage Foreclosure, or where the District is served a Summons and Complaint related to Mortgage Foreclosure; or</li> <li>b. where Quarterly Service Charge for Sewer Service are delinquent for four (4) quarters and have a delinquent balance of \$250.00 or more; or</li> <li>c. where connection fees have not been paid within 14 months of property owner being issued a "Notice of Availability of Sewer Service", excluding properties under a District Standard Developer Agreement.</li> </ol> </li> <li>4. The standard<del>ized</del> attorney charge for <u>recording</u><del>perfecting</del> a lien <u>is \$250.00, plus recording costs, shall be added to account when sent to Attorney;</u> notwithstanding, actual reasonable attorney fees may be charged.</li> <li>5. Attorney shall amend <u>recorded</u> liens <u>12 months after recording annually</u> for all accounts found to <u>have a balance greater than \$250.00. be delinquent for an additional four (4) quarters of Quarterly Service Charge for Sewer Service and have a delinquent balance of \$250.00 or more.</u> The standard<del>ized</del> attorney charge for <u>recording</u><del>perfecting</del> a lien amendment, <u>shall be \$250.00 plus recording costs, shall be added to account when sent to Attorney;</u> notwithstanding, actual reasonable attorney fees may be charged.</li> <li>6. <u>Customer Service shall be in charge of all Estoppel requests and advising delinquent accounts of amounts due and payable, not the Attorney, unless in litigation.</u></li> <li><del>5-7.</del> <u>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.</u></li> </ol>	
<b>Authority:</b> LRECD Enabling Act Section 8; Chapter 31-10.009	
<b>Authorized:</b> <input checked="" type="checkbox"/> Governing Board	Date: <del>3/17/2016</del> 1/19/2017
<b>Approved:</b> <input checked="" type="checkbox"/> Executive Director	Date: <del>3/16/2016</del> 1/19/2017
Revised: 4/1/2016; 1/19/2017	

# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458

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

Date: January 12, 2017

To: Curt Shenkman, Esq., DeSantis, Gaskill, Smith & Shenkman, P.A.

District File

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

RE: Standard Attorney Charges for Lien Processing

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The Loxahatchee River District's Customer Service Lien Procedure defines Standard Attorney Charges associated with the processing of seriously delinquent accounts. This memo sets forth the mutually agreed upon standard attorney charges for the law firm of DeSantis, Gaskill, Smith & Shenkman, P.A., effective January 20, 2017.

## Fee Schedule:

'Final Notice Before Lien' Letter	\$120.00
Lien Processing and Recording	\$275.00
Lien Amendment Processing and Recording	\$275.00
Attorney Fees for non-standard lien processing + Reimbursable Costs*	
Senior/Partner Attorney	\$400.00 per hour
Attorney	\$300.00 per hour
Paralegal	\$125.00 per hour
Administrative	\$25.00 per hour

\*Reimbursable Costs include, but are not limited to, recording fees (currently \$14.60), electronic recording fees (currently \$4.00), certified mail (currently \$10.00), regular postage (currently \$0.47), courier fees (currently \$15.00), title search (currently \$125.00), bankruptcy search (currently \$10.00), and all such similar costs actually incurred in connection with Lien Processing

These charges may be changed from time to time with reasonable notification and in accordance with law.

Stephen B. Rockoff  
Board Member

Dr. Matt H. Rostock  
Board Member

Gordon M. Boggie  
Chairman

Harvey M. Silverman  
Board Member

James D. Snyder  
Board Member

# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458

Telephone (561) 747-5700 • Fax (561) 747-9929 • [www.loxahatcheeriver.org](http://www.loxahatcheeriver.org)

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



## MEMORANDUM

TO: D. ALBREY ARRINGTON, Ph.D., Executive Director

FROM: CLINTON R. YERKES, Deputy Executive Director *CR*

DATE: January 7, 2017

SUBJECT: DEEP BED FILTERS  
Change Order #1

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The attached Change Order has been prepared by the project engineer, approved by the contractor John J. Kirlin, LLC, and approved by Hazen & Sawyer engineers.

This Change Order addresses all lost time from the start of construction up until December 12, 2016. These losses are primarily a result of unusual rain events and Hurricane Matthew. This change adds 12 days to the contract duration with no direct effect on the project cost.

The contractor and engineer have provided daily reports and documented rain events to support the requested time. Documentation can be made available upon request.

The following motion is suggested for approval of this item:

**“THAT THE DISTRICT GOVERNING BOARD authorize approval of Change Order #1 to the Deep Bed Filters contract with John J Kirlin, LLC, increasing the contract time by 12 days.”**

Should you have any questions please contact me or John Koroshec, P.E., the Hazen & Sawyer project engineer.

V://cip/proj/Deep Bed Filter/chng ordr/co#1/board memo CO1

Stephen B. Rockoff  
Board Member

Dr. Matt H. Rostock  
Board Member

Gordon M. Boggie  
Chairman

Harvey M. Silverman  
Board Member

James D. Snyder  
Board Member

6-11

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458  
(561) 747-5700 FAX (561) 747-9929

CHANGE ORDER #001

DATE: 12/7/16

PROJECT NAME: DEEP BED FILTERS

OWNER: Loxahatchee River Environmental Control District

CONTRACTOR: John J. Kirlin, LLC

THE FOLLOWING CHANGES: Incorporate Contract Time increase of twelve (12) days into Construction Schedule for Contractor's lost time due to rainfall and inclement weather.

JUSTIFICATION:

Attachment 1 - Rain Day Request Forms 001 to 007

Attachment 2 - Rainfall Data for Dates Requested - Several Local Stations Provided

CHANGE TO CONTRACT PRICE:

Original CONTRACT PRICE: \$8,450,000.00

Current Contract Price including C.O. # 1 \$8,450,000.00

Contract Price due to this Change Order  
will be *INCREASED/DECREASED* by: \$0.00

The New Contract Price including  
this Change Order will be: \$8,450,000.00

CHANGE TO CONTRACT TIME:

The DATE OF COMPLETION of all work will be: FEBRUARY 1, 2018

APPROVED BY CONTRACTOR: *Anthony E. Fritz* 12/12/16  
Kirlin Florida LLC - Anthony E. Fritz, President

APPROVED BY ENGINEER: *[Signature]* 12/14/16  
HAZEN & SAWYER, P.C. DATE

APPROVED BY OWNER: \_\_\_\_\_  
LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT DATE

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# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458

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

## MEMORANDUM

To: Governing Board

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

Date: January 11, 2017

Subject: Board Appointments and Liaisons

The attached chart shows liaison positions held by Governing Board members. Blue and yellow blocks designate external organizations with which the District interacts, while purple blocks represent internal departments and activities of the District.

I encourage a discussion among Board Members regarding the appointments and liaisons shown in the attached chart. Following your discussion and any potential revisions you may implement, I suggest you enact the following motion:

**“THAT THE GOVERNING BOARD adopt the chart of Governing Board appointments and liaisons for the 2017 calendar year.”**

Signed,

A handwritten signature in blue ink, appearing to read "D. Albrey Arrington".

D. Albrey Arrington  
Executive Director

Admin/Board/LiaisonMemo

Stephen B. Rockoff  
Board Member

Dr. Matt H. Rostock  
Board Member

Gordon M. Boggie  
Chairman

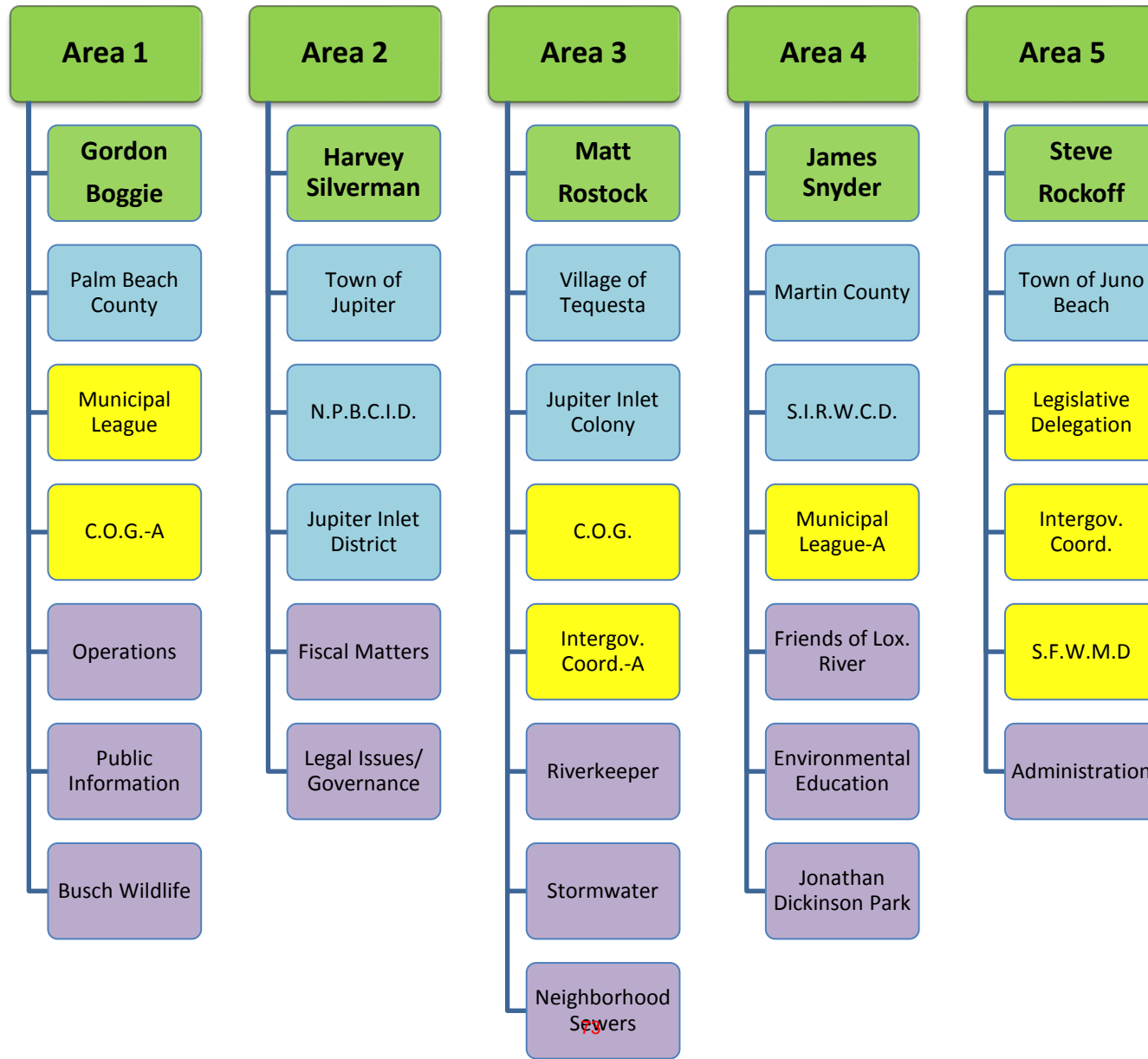
Harvey M. Silverman  
Board Member

James D. Snyder  
Board Member



# GOVERNING BOARD

## APPOINTMENTS & LIAISONS - 2017



# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration


2500 Jupiter Park Drive, Jupiter, Florida 33458-8964

Telephone (561) 747-5700 • Fax (561) 747-9929 • www.loxahatcheeriver.org



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

## MEMORANDUM

TO: GOVERNING BOARD  
FROM: D. ALBREY ARRINGTON, Ph.D.   
DATE: JANUARY 5, 2017  
SUBJECT: RIVER CENTER LEASE RENEWAL

In 2007 the District Governing Board entered into a ten-year lease with Palm Beach County for 1 acre of land and a nearly 5,000 square foot building within Burt Reynolds Park. Over the past 10 years District staff managed the design and construction that converted the old Florida History Center & Museum into the River Center. Staff is pleased with the facilities we have developed over the years. We are even more pleased with the positive impact we have had on our community through the River Center.

Palm Beach County staff and legal counsel drafted an Amended and Restated Lease Agreement (attached) that will allow the District to continue the successful operation of the River Center at Burt Reynolds Park for an additional ten year period.

The present lease expires on March 12, 2017. If the District Governing Board approves the lease at our January 19, 2017 meeting, then the Palm Beach County Board of County Commissioners will be on track to approve the Amended and Restated Lease Agreement at their February 7, 2017 meeting – prior to expiration of the present lease agreement.

The full Amended and Restated License Agreement is attached. For brevity, the most notable aspects of the lease are listed here. The term of the lease is 10 years (unchanged). The annual rental rate is \$10.00 (unchanged). LRD is solely responsible for the payment of all utilities and the maintenance of the leased premises (unchanged). LRD is responsible for all maintenance and utilities (unchanged). All improvements will vest to the County upon termination or expiration of the Amended and Restated Lease Agreement (unchanged). Either party may terminate the lease for any reason with 90 days notice (new). Palm Beach County added several revisions based on updated standard County requirements (e.g., non-discrimination, hazardous substance, other obligations). Access to the leased area and parking may be relocated at County's sole option (new). Insurance requirements have been reduced, so LRD must only insure  $\geq 100\%$  of the replacement value of our betterments and improvements – we no longer have to insure the full value of the buildings.

I have reviewed the Amended and Restated License Agreement and find it acceptable. Mr. Shenkman has reviewed the Amended and Restated License Agreement and found it legally sufficient. Finally, our insurance agent reviewed the insurance requirements outlined in the Amended and Restated License Agreement and he determined them to be reasonable.

Therefore, I offer the following suggested motion:

“THAT THE DISTRICT GOVERNING BOARD authorize the Board Chairman to execute the Amended and Restated License Agreement between Palm Beach County and Loxahatchee River District and for the River Center as presented.”

**PALM BEACH COUNTY**

**AMENDED AND RESTATED LEASE AGREEMENT**

**between**

**PALM BEACH COUNTY**

**a political subdivision of the State of Florida,**

**By and through its Board of Commissioners**

**(County)**

**and**

**LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT**

**a Special District of the State of Florida**

**under Chapter 2002-358, Laws of Florida, as amended**

**(Tenant)**

## AMENDED AND RESTATED LEASE AGREEMENT

**THIS AMENDED AND RESTATED LEASE AGREEMENT** made and entered into \_\_\_\_\_, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and **LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT**, a special district of the State of Florida under Chapter 2002-358, Laws of Florida, as amended, hereinafter referred to as "Tenant".

### WITNESSETH:

**WHEREAS**, County and Tenant entered into a certain Lease Agreement dated March 13, 2007 (R2007-0356) for the exclusive use of approximately 1.0 acres of property, including a 4,748 sf building, at Burt Reynolds Park ("Park") for the purpose of operating an environmental learning center which Lease expires on March 12, 2017; and

**WHEREAS**, Tenant desires to continue to lease said property from County for use as an Environmental Center for public use; and

**WHEREAS**, the Environmental Center is compatible with the adjacent park use, furthers the County's goal to enhance and provide for cultural and educational facilities, and hence is an appropriate use of this County property; and

**WHEREAS**, the Environmental Center is of substantial benefit to the residents of Palm Beach County; and

**WHEREAS**, the parties wish to amend the Lease to approve a 10 year extension of the Term of the Lease and incorporate certain language required by County.

**NOW THEREFORE**, in consideration of the rents, covenants and agreements hereinafter reserved and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

### ARTICLE I BASIC LEASE PROVISIONS

#### Section 1.01 Premises.

In consideration of the rents, covenants and agreements hereafter reserved and contained on the part of the Tenant to be observed and performed, the County demises and leases to Tenant, and Tenant rents from County the real property described in Exhibit "A" attached hereto and made a part hereof together with all improvements located thereon (the "Premises").

#### Section 1.02 Term.

This Lease commenced on March 13, 2007, (the "Commencement Date"). The term of the Lease is hereby extended for a period of ten (10) years expiring on March 12, 2027 (the "Term"), unless sooner terminated pursuant to the provisions of this Lease. The term of this Lease may be modified or extended with the mutual consent of the parties.

### ARTICLE II RENT

#### Section 2.01 Annual Rent.

Tenant shall pay County an annual net rent of Ten (\$10.00) Dollars and no/100 (the "Annual Rent"), payable without notice on the Commencement Date and each subsequent anniversary thereof. Annual Rent shall be made payable to the Palm Beach

County Board of County Commissioners and shall be delivered to the Palm Beach County Finance Department, Revenue Section, P.O. Box 4036, West Palm Beach, Florida 33402. This Lease shall be what is commonly referred to as "triple net" to County, it being understood by the parties that County shall receive the rent payable hereunder free and clear of any and all impositions, taxes, liens, charges, and expense of any nature whatsoever relating to ownership or operation of the Premises, including without limitation those relating to taxes, if any, insurance, repair, maintenance, use, care, or operation.

**Section 2.02 Assessments and Personal Property Taxes.**

Tenant shall pay all sales, use or rent taxes assessed by any governmental authority against the Annual Rent and/or Additional Rent, if any, even if such tax is intended to be imposed against County. Tenant shall pay before delinquency all ad valorem and non-ad valorem taxes and assessments, whether general or special and all tangible or intangible personal property taxes and assessments of any kind or nature which may be levied by any governmental authority against the Premises, Tenant's leasehold interest in the Premises, Tenant's Alterations or personal property located on the Premises.

**Section 2.03 Additional Rent.**

Any and all sums of money or charges required to be paid by Tenant under this Lease other than Annual Rent shall be considered "Additional Rent", whether or not the same is specifically so designated, and County shall have the same rights to enforce due and timely payment by Tenant of all Additional Rent as are available to County with regards to Annual Rent.

**Section 2.04 Unpaid Fees, Holdover.**

In the event Tenant fails to make timely payment of any rentals, fees, charges, and payments due and payable in accordance with the terms of this Lease within ten (10) days after same shall become due and payable, interest at the rate of one and one-half percent (1½ %) per month (or the highest rated permitted by law if lower) shall accrue against the delinquent payment(s) from the date due until the date payment is received by County. Such interest shall constitute Additional Rent. Notwithstanding the foregoing, County shall not be prevented from terminating this Lease for default in the payment of rentals, fees, charges, and payments due to County pursuant to this Lease or from enforcing any other provisions contained herein or implied by law. In the event Tenant shall holdover, refuse or fail to relinquish possession of the Premises at the expiration or termination of this Lease, Tenant shall be liable to County for any and all damages, and in addition thereto, Tenant shall also be strictly liable to pay to County during the entire period of such holdover, double the actual fair market rental value of the Premises.

**Section 2.05 Accord and Satisfaction.**

In the event Tenant pays any amount that is less than the amount stipulated to be paid under this Lease, such payment shall be considered to be made only on account of the stipulated amount. No endorsement or statement on any check or letter shall be deemed an accord and satisfaction. The County may accept any check or payment without prejudice to County's right to recover the balance due or to pursue any other remedy available to County pursuant to this Lease or under the law.

**ARTICLE III  
CONDITION OF LEASED PREMISES, ALTERATIONS**

**Section 3.01 Acceptance of Premises by Tenant.**

Tenant certifies that Tenant has continually occupied the Premises since March 13, 2007, and accepts same "As Is", in its existing condition together with any defects, latent or patent, if any, and subject to all easements, encumbrances, restrictions and matters of record. Tenant further acknowledges that County has made no representations or

warranties of any nature whatsoever regarding the Premises, including, without limitation, the physical condition of the Premises, any improvements or equipment located thereon, if any, or the suitability thereof for Tenant's intended use thereof. No repair work, alterations, or remodeling of the Premises is required to be done by County as a condition of this Lease. Tenant agrees to perform any and all work at its own cost and expense which is necessary to fully equip and maintain the Premises for the lawful use of the Premises by Tenant as specified in Section 4.01 of this Lease.

### **Section 3.02 Construction of Project.**

Tenant shall be solely responsible for any and all improvements, repairs, alterations or other work necessary to render the Premises suitable for Tenant's intended use. Tenant shall design and construct such improvements at Tenant's sole cost and expense, in accordance with the requirements of this Lease and in full compliance with applicable building codes and zoning regulations. All of Tenant's construction and improvements shall be made and performed in a good and workmanlike manner and shall be diligently performed to completion.

### **Section 3.03 Alterations.**

Tenant shall not make any improvements, additions, modifications or alterations to the Premises costing in excess of \$25,000 (hereinafter collectively referred to as "Alterations"), without the prior written consent of the County's Parks and Recreation Department in each instance which consent may be granted or withheld in County's sole and absolute discretion. Tenant shall submit detailed plans and specifications for all such Alterations to County for County's written approval prior to commencing work on same. Tenant agrees and acknowledges that all work performed to the Premises, whether pursuant to this Section or otherwise, shall be performed and accomplished solely for the benefit of Tenant, and not for the benefit of County, such work being nevertheless subject to each and every provision of this Lease. All work done by Tenant shall be done in a good and workmanlike manner and shall be diligently prosecuted to completion strictly in accordance with the approved plans and specifications therefor. Upon giving its approval for any work or Alterations, the County's Parks and Recreation Department may specify whether the Alteration is to be removed by Tenant, at Tenant's sole cost and expense, upon the termination or expiration of this Lease.

### **Section 3.04 Construction Bonds.**

Tenant shall ensure that all improvements are constructed to completion in accordance with the approved plans therefor and that all persons or entities performing work or providing materials relating to such improvements including, without limitation, all contractors, subcontractors, sub-subcontractors, laborers, materialmen, suppliers and professionals, are paid in full for such services and materials. Tenant, at its sole cost and expense, shall cause to be made, executed and delivered to the County's Parks and Recreation Department prior to commencement of any improvements in excess of \$75,000 to the Tenant's Premises, a bond, drawn in a form and issued by a company approved by County, guaranteeing compliance by Tenant of its obligations arising hereunder.

### **Section 3.05 Contractor Requirements.**

For Alterations costing in excess of \$75,000, Tenant shall also require contractors to furnish for the benefit of County a payment and performance bond to County equal to the cost of the improvements and in the form required under Section 255.05, Florida Statutes. Tenant shall also require contractors to furnish satisfactory evidence of statutory Worker's Compensation insurance, comprehensive general liability insurance, comprehensive automobile insurance, and physical damage insurance on a Builder's Risk form with the interest of County endorsed thereon, in such amounts and in such manner as County may reasonably require. County may require additional insurance for any alterations or improvements approved hereunder, in such amount as County reasonable determines to be necessary.

**Section 3.06 No Liens.**

Tenant covenants and agrees that nothing contained in this Lease shall be construed as consent by County to subject the estate of County to liability under the Construction Lien Law of the State of Florida, it being expressly understood that County's estate shall not be subject to such liability. Tenant shall notify any and all parties or entities performing work or providing materials relating to any improvements made by Tenant of this provision of this Lease. If so requested by County, Tenant shall file a notice satisfactory to County in the Public Records of Palm Beach County, Florida stating that County's interest shall not be subject to liens for improvements made by Tenant. In the event that a construction lien is filed against the Tenant's Premises or other County property in connection with any work performed by or on behalf of Tenant, Tenant shall satisfy such claim, or transfer same to security, within 10 days from the date of filing. In the event that Tenant fails to satisfy or transfer such claim within said 10 day period, County may do so and thereafter charge Tenant, and Tenant shall promptly pay to County upon demand, as Additional Rent, all costs incurred by County in connection with the satisfaction or transfer of such claim, including attorney's fees. Further, Tenant agrees to indemnify, defend, and save County harmless from and against any damage or loss incurred by County as a result of any such construction lien.

**ARTICLE IV  
CONDUCT OF BUSINESS AND USE OF PREMISES BY TENANT**

**Section 4.01 Use of Premises.**

Tenant shall use and occupy the Premises solely and exclusively for the Loxahatchee River Environmental Center. Tenant shall not use, permit, or suffer the use of the Premises for any other purpose whatsoever without the prior written consent of the County's Parks and Recreation Department, which consent may be granted or withheld in County's Parks and Recreation Department's sole discretion.

County holds title to the Premises as part of the land deeded to County under Deed No. 20855 from the Trustees of the Internal Improvement Trust Fund of the State of Florida, dated February 16, 1955, recorded in Deed Book 1083, Page 91 of the Official Records on file in the office of the Clerk & Comptroller of the Circuit Court in and for Palm Beach County, Florida. By said deed, said land is restricted to use solely for public purposes, and no part thereof at any time shall be used by a private person, firm or corporation, or for any private use or purpose. Tenant acknowledges this restriction; agrees it shall be bound by same; and shall take no action that would cause County to be in violation of such deed restriction.

Tenant shall provide supervision and strictly enforce all rules, regulations, and safety procedures established by Tenant, the requirements of this Lease, and in general, good standards and practices for the safe and orderly use of the Premises. At all times the Premises are in use by Tenant or its invitees, such use shall be under the control and supervision of Tenant and such supervision shall be conducted by a supervisor authorized by Tenant. Tenant shall not use the Premises or allow the Premises to be used for any commercial or unauthorized purpose, or by any other groups, foundations or persons not authorized by Tenant. Tenant shall not commit or permit any reckless or dangerous conduct on the Premises at any time. It shall be the responsibility of Tenant to assure that all use of the Premises is conducted in such a manner so as not to interfere with any other Burt Reynolds Park activities conducted beyond the boundaries of the Premises.

Tenant shall be in full control of the operation of the Premises and shall set and establish the times of operation, and the rules and regulations for use by Tenant. Tenant shall ensure that all access areas to the Premises are locked and secured outside of normal Burt Reynolds Park operation hours. County shall have no control or responsibility with regard to the use of the Premises, except as is otherwise set out in this Lease.

Tenant agrees that the Premises shall be used only and exclusively for lawful purposes, and Tenant will not use, or suffer anyone to use, the Premises, for any purpose in violation of the laws of the United States, the State of Florida, or the ordinances and regulations of Palm Beach County or any governmental entity having jurisdiction over the Premises.

**Section 4.02 Waste or Nuisance.**

Tenant shall not commit or suffer to be committed any waste upon the Premises, commit or permit the maintenance or commission of any nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect County's fee interest in the Premises or which results in an unsightly condition. All refuse is to be removed from the Premises at Tenant's sole cost and expense and Tenant will keep such refuse in proper fireproof containers on the interior of the Premises until removed. Tenant will keep the access to the Premises, the parking areas and other contiguous areas to the Premises free and clear of obstruction. Tenant, at its sole cost and expense, will keep the Premises free of rodents, vermin and other pests.

**Section 4.03 Governmental Regulations.**

Tenant shall, at Tenant's sole cost and expense, comply with all ordinances, laws, statutes and regulations promulgated thereunder of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to Tenant or its use of the Premises, or the Premises generally. Tenant shall not use, maintain, store or dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents on the Premises or any adjacent land in any manner not permitted by law. Tenant shall indemnify, defend and save County harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Tenant's failure to perform its obligations in this Section.

The parties acknowledge and agree that County is entering into this Lease in its proprietary capacity as the owners of the Premises and that nothing contained herein shall be construed to constitute any form of approval by County in its governmental capacity or limit or alter Tenant's obligation to comply with all applicable governmental regulations.

Tenant shall not use the Premises in a manner which causes County to be in violation of any current or future local, state, or Federal permits, rules, regulations, deed restrictions or covenants applicable to the Premises. County shall have the right to require any modifications to Tenant's use of the Premises if County in its reasonable discretion determines such use violates any current or future local, state or Federal permits, rules, regulations, deed restrictions or covenants applicable to the Premises. In the event the required modification is determined by Tenant to be not financially feasible in the Tenant's sole discretion, the Tenant shall have the right to terminate the Lease upon Tenant's written notification to the County at least 45 days in advance of Tenant's Lease termination date. In the event that Tenant has not terminated this Lease and fails to timely make such modifications or changes, County shall have the right to enter upon the Premises and make such modifications or changes at Tenant's expense as County in its sole discretion determines are necessary to meet such compliance. Tenant shall promptly pay to County upon demand, as Additional Rent, all costs incurred by County in connection with such modifications.

**Section 4.04 Non-Discrimination.**

Tenant shall assure and certify that it will comply with the Title VI of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R92-13, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information, with respect to any activity occurring on the Premises or conducted pursuant to this Lease. Tenant warrants



that in the event the facilities constructed or operated upon the Premises are public facilities the same shall be open to and benefit all residents of Palm Beach County and shall be available thereto on the same cost and availability basis as to residents of the municipality in which the Premises are located.

Tenant has submitted to County a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, has acknowledged through a signed statement provided to County that Tenant will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

#### **Section 4.05 Surrender of Premises.**

Upon termination or expiration of this Lease, Tenant, at its sole cost and expense, shall remove Tenant's personal property, and if so directed by County shall remove its removable fixtures, equipment and Alterations from the Premises and shall surrender the Premises to the County in the same condition the Premises were in as of the Effective Date of this Lease, reasonable wear and tear excepted. Upon surrender of the Premises, title to any and all remaining improvements, Alterations or property within the Premises shall vest in County.

#### **Section 4.06 Hazardous Substance**

Tenant shall not use, maintain, store or dispose of any contaminants including, but not limited to, Hazardous Materials or toxic substances, chemicals or other agents used or produced in Tenant's operations, on the Premises or any adjacent land in any manner not permitted by Environmental Laws. Furthermore, Tenant shall not cause or permit the Disposal of Hazardous Materials upon the Premises or upon adjacent lands and shall operate and occupy the Premises in compliance with all Environmental Laws. For purposes hereof, Hazardous Materials shall mean any hazardous or toxic substance, material, waste of any kind, petroleum product or by-product, contaminant or pollutant as defined or regulated by Environmental Laws. Disposal shall mean the release, storage, use, handling, discharge or disposal of such Hazardous Materials. Environmental Laws shall mean any applicable federal, state or local laws, statutes, ordinances, rules, regulations or other governmental restrictions.

Any Disposal of a Hazardous Material, whether by Tenant or any third party, shall be reported to County immediately upon the knowledge thereof by Tenant. Tenant shall be solely responsible for the entire cost of remediation and clean up of any Hazardous Materials disposed of or discovered upon the Premises or emanating from the Premises onto adjacent lands, as a result of the use and occupancy of the Premises by Tenant, or Tenant's agents, licensees, invitees, subcontractors or employees.

Tenant hereby agrees to indemnify, defend and hold harmless County from and against any and all claims, suits, judgments, loss, damage, fines or liability which may be incurred by County, including reasonable attorney's fees and costs, which may arise directly, indirectly or proximately as a result of any violation of the Disposal of any Hazardous Materials upon the Premises or violation of this provision. Tenants responsibility hereunder shall continue and apply to any violation hereof, whether the same is discovered during the term hereof or otherwise. While this provision establishes contractual liability of Tenant, it shall not be deemed to alter or diminish any statutory or common law liability of Tenant.

Tenant acknowledges that County would not have entered into this Lease without the indemnification contained herein and acknowledges the receipt and sufficiency of separate good and valuable consideration for such indemnification. This provision shall survive expiration or termination of this Lease.

**Section 4.07 Concessions.**

Tenant may operate a gift shop on the Premises as an ancillary use that furthers the Tenant’s mission. Tenant shall be allowed to sell prepackaged snacks (e.g. crackers, cookies, ice cream, and candy, but not sandwiches) and non-alcoholic canned or bottled beverages in the gift shop. Food preparation shall not be allowed. Tenant shall be entitled to retain the proceeds generated by such gift shop. Any such gift shop shall be subject to the insurance requirements contained in Article VII as the same may be amended from time to time by County in its reasonable discretion. Such gift shop shall comply with the terms of this Lease and all applicable federal, state, and County laws, rules, regulations and ordinances pertaining to the foregoing including, without limitation, collection and remittance of sales tax as applicable. The sale of alcoholic beverages is prohibited except as may be permitted under Section 4.08 for special events.

**Section 4.08 Park Rules and Special Events.**

Tenant shall comply with the Palm Beach County Parks and Recreation Ordinance 2011-003, as the same may be amended with respect to any and all rules, hours of operation, and/or any special event activity or use occurring on or about the Premises. Tenant shall coordinate with, and obtain prior written approval from, the County’s Parks and Recreation Department’s Special Event Staff for special event activities occurring on the Premises. For the purposes of this Section, a special event shall be considered any Tenant activity or event for which Tenant is requesting the use of any Park facilities such as parking or which may impact any entrance to the Park. Requests for approval shall follow the County’s Parks and Recreation Department’s Policies and Procedures and shall be submitted no later than 45 days prior to the anticipated start of the event, and the County’s Special Events Staff shall have 10 business days to review the request and approve or deny same. The County’s Parks and Recreation Department will work in a cooperative manner to approve the request and approval shall not be unreasonably withheld. In the event that a request for use of the Park facilities in conjunction with a special event is denied, Tenant shall use good faith efforts to modify the operation, timing, logistics, etc. of the special event so that the Park is not impacted.

**Section 4.09 Other Obligations.**

Tenant acknowledges that the Park may undergo future construction which may impact Tenant’s access to, and parking within the Premises. In such an event, the parties acknowledge and agree to relocate the access area and/or parking area to a location as determined at the sole, but reasonable, discretion of the County and to amend this Lease. All costs associated with the relocation of said area(s) shall be at the sole cost and expense of County. County will provide Tenant 15 days notice prior to closure of the access area and/or parking area for the Premises. In the event the relocation of said area(s) is determined by Tenant to not be acceptable, in the Tenant’s sole discretion, Tenant shall have the right to terminate this Lease upon 45 days prior written notice to County.

**ARTICLE V  
REPAIRS AND MAINTENANCE OF PREMISES**

**Section 5.01 Responsibility of County and Tenant.**

County shall not be obligated or required to make or conduct any maintenance or repairs whatsoever to the Premises. Tenant shall keep and maintain all portions of the Premises, and all Alterations or improvements currently existing or constructed hereinafter on or about the Premises, in good condition and repair, at Tenant's sole cost and expense.

**Section 5.02 County's Right to Inspect.**

County or County's agents shall have the right, upon reasonable prior notice to Tenant (except that no notice need be given in case of emergency) to enter the Premises for the purpose of inspection of the Premises and the improvements located thereon. Any

such entrance into the Premises shall be conducted by County in a manner calculated to minimize interference with or disruption of Tenant's operations within the Premises.

## **ARTICLE VI UTILITIES**

Tenant shall be solely responsible for and promptly pay all costs and expenses relating to providing utility service to the Premises and shall pay directly to the utility company or the provider of such service all charges and assessments for any utility services provided including, without limitation, water, sewer, gas, electricity, trash collection and removal or any other utility used or consumed on the Premises. In no event shall County be liable for an interruption or failure in the supply of any such utility to the Premises.

## **ARTICLE VII INSURANCE**

Without waiving the right to sovereign immunity as provided by Section 768.28 Florida Statutes, Tenant acknowledges and represents that Tenant is self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event Tenant maintains third-party Commercial General Liability and Business Auto Liability, in lieu of exclusive reliance of self-insurance under Section 768.28 Florida Statutes, Tenant agrees to maintain said insurance policies at limits not less than \$500,000 each occurrence. Tenant agrees to add the County as an "Additional Insured" with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or similar endorsement, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o Parks & Recreation Department". Tenant agrees the Additional Insured endorsement provides coverage on a primary basis. Claims-bill indemnification style coverage shall not be considered third-party liability for the purpose of this paragraph.

In the event of a project costing in excess of \$75,000, Tenant shall maintain property insurance, which would include builder's risk insurance provide by Tenant or Tenant's hired contractor, while the project is in the course of construction in an amount at least equal to the estimated completed project value as well as subsequent modifications of that sum. Tenant agrees to endorse County as an "Additional Insured" on the builder's risk. When construction is completed, Tenant agrees to maintain all-risk property insurance for adequate limits of coverage on the building(s) and contents based on Tenant's replacement cost calculation, or the highest probable maximum loss estimate for the perils of either fire, wind, or flood. Tenant agrees to be fully responsible for any deductible, uncovered loss, or self-insured retention.

Tenant shall at all times during the term hereof and at its sole expense, maintain property insurance in an amount not less than 100% of the total replacement cost of any betterments and improvements made by or on behalf of Tenant as well as Tenant's contents located on the Premises. This coverage shall include without limitation; stock, inventory, fixtures and equipment belonging to Tenant or any occupant of the Premises. Coverage shall be provided on a primary basis, and the settlement clause shall be on a replacement cost basis with coverage written on a Special - Cause of Loss (All-Risk) form. Tenant shall deliver to the County certificates of such insurance policies which shall contain a clause requiring the insurer to give the County thirty (30) days prior notice of cancellation of such policies.

When requested, Tenant agrees to provide a statement or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which County agrees to recognize as acceptable for the above mentioned coverages, as required herein to Insurance Tracking Services, Inc. (ITS), the County's authorized insurance consultant, a certificate of insurance with respect to each required policy to be provided by the Tenant under this Section. The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate.

Submit certificates of insurance to:

Palm Beach County  
c/o Insurance Tracking Services, Inc. (ITS)  
P.O. Box 20270  
Long Beach, CA 90801  
Email: [pbci@instracking.com](mailto:pbci@instracking.com) or Facsimile: (562) 435-2999

Subsequently, Tenant shall, during the term of the Lease, and prior to each renewal thereof, provide such evidence to ITS at [pbci@instracking.com](mailto:pbci@instracking.com) or fax (562) 435-2999, which is Palm Beach County's insurance management system.

Compliance with the foregoing requirements shall not relieve Tenant of its liability and obligations under this Lease.

Tenant agrees its self-insurance, general liability, automobile liability, and property insurance shall be primary as respects to any coverage afforded to or maintained by County.

## **ARTICLE VIII INDEMNIFICATION**

It is understood and agreed that Tenant is merely a Tenant of County and is an independent contractor and is not an agent, servant or employee of County or its Board of County Commissioners. Tenant shall to the extent permitted by law, indemnify, defend and save harmless the County from and against any and all claims, suits, actions, damages and/or causes of action arising during the Term of this Lease including without limitation those arising as a result of Tenant's use and occupancy of the Premises, any personal injury, loss of life, environmental contamination, and/or damage to property sustained in or about the Premises by reason, during or as a result of the use and occupancy of the Premises by the Tenant, its agents, employees, licensees, invitees and the general public, and from and against any orders, judgments, and/or decrees which may be entered thereon, and from and against all costs, attorney's fees, expenses and liabilities incurred in and about the defense of any such claim at trial or on appeal. In the event County shall be made a party to any litigation commenced against Tenant or by Tenant against any third party, then Tenant shall protect and hold County harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, and any appeals thereof. Notwithstanding anything herein to the contrary, Tenant shall not be obligated to indemnify or hold harmless County for matters which are judicially determined to be attributable to the negligent or intentional acts or omissions of County. Tenant recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of good and valuable consideration provided by the County in support hereof in accordance with the laws of the State of Florida. This section shall survive the termination of this Lease. Nothing contained herein shall be construed as a waiver of sovereign immunity or the statutory limits of liability set forth in Section 768.28, Florida Statutes.

**ARTICLE IX  
DESTRUCTION OF PREMISES**

**Section 9.01 Damage or Destruction by Fire, War or Act of God.**

In the event the Premises shall be destroyed or damaged or injured by fire or other casualty during the Term of this Lease, Tenant shall restore the betterments and improvements made by or on behalf of Tenant as well as Tenant's contents located on the Premises to the same or better condition then that which existed prior to such casualty. Tenant shall commence such restoration within a reasonable time after such casualty but in no event later than one hundred and eighty (180) days of such casualty. Tenant shall thereafter diligently pursue such restoration to completion.

**ARTICLE X  
ASSIGNMENT AND SUBLETTING**

**Section 10.01 Consent Required.**

Tenant may not assign, mortgage, pledge or encumber this Lease in whole or in part, nor sublet or rent all or any portion of the Premises nor grant any easements affecting the Premises, without prior written consent of County, which may be granted or withheld at County's absolute discretion. Any attempted assignment, mortgage, pledge, encumbrance or subletting without such consent shall be null and void, without legal effect and shall constitute a breach of Lease. This provision shall be construed to include a prohibition against any assignment, mortgage, pledge, encumbrance, or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

**ARTICLE XI  
DEFAULT**

**Section 11.01 Default by Tenant.**

The occurrence of any one or more of the following shall constitute an Event of Default by Tenant under this Lease: (i) Tenant's failure to pay any sum due hereunder within thirty (30) days after the same shall become due; (ii) Tenant's use of the Premises for a purpose other than that allowed under the Lease; (iii) Tenant's failure to perform or observe any of the agreements, covenants or conditions contained in the Lease on Tenant's part to be performed or observed if such failure continues for more than thirty (30) days after notice from County unless the same is of such a nature that it cannot reasonably be cured within such a time period, in which event Tenant shall be entitled to a reasonable period under the circumstances; (iv) Tenant's vacating or abandoning the Premises; or (v) Tenant's leasehold estate being taken by execution, attachment or process of law or being subjected to any bankruptcy proceeding. If any Event of Default occurs, then at any time thereafter while the Event of Default continues, County shall have the right to give Tenant notice that County intends to terminate this Lease upon a specified date not less than thirty (30) days after the date notice is received by Tenant, and this Lease shall then expire on the date specified as if that date had been originally fixed as the expiration date of the Term of this Lease. If, however, the default is cured within the thirty (30) day period and the County is so notified, this Lease will continue, provided however, if the nature of Tenant's obligations are such that more than thirty (30) days are required for performance, then Tenant shall not be in default if Tenant commences performance within such thirty (30) day period and thereafter diligently pursues the same to completion. Upon such termination, County shall be entitled to pursue such damages as are available to County pursuant to this Lease or the laws of the State of Florida. In the event Tenant fails or refuses to perform any term, covenant, or condition of this Lease for which a specific remedy is not set forth in this Lease, County shall, in addition to any other remedies provided at law or in equity, have the right of specific performance and injunctive relief.

**Section 11.02 Default by County.**

County shall not be in default unless County fails to perform obligations required of County within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to County, specifying wherein County has failed to perform such obligations; provided, however, that if the nature of County's obligations is such that more than thirty (30) days are required for performance then County shall not be in default if County commences performance within such thirty (30) day period and thereafter diligently pursues the same to completion.

**ARTICLE XII  
ANNUAL BUDGETARY FUNDING**

This Lease and all obligations of County hereunder are subject to and contingent upon annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners. Except as provided for in Sections 4.03 and 4.09, either party may cancel this Lease for any reason upon 90 days prior written notice to the other party.

**ARTICLE XIII  
QUIET ENJOYMENT**

Upon payment by the Tenant of the Rent, Additional Rent, and other charges herein provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term hereby demised without hindrance or interruption by County or any other person or persons lawfully or equitably claiming by, through or under the County, subject, nevertheless, to the terms and conditions of this Lease.

**ARTICLE XIV  
MISCELLANEOUS**

**Section 14.01 Entire Agreement.**

This Lease and any Exhibits attached thereto, constitute all agreements, conditions and understandings between County and Tenant concerning the Premises. All representations, either oral or written, shall be deemed to be merged into this Lease. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Lease shall be binding upon County or Tenant unless reduced to writing and signed by them.

**Section 14.02 Notices.**

All notices, consents, approvals, and elections (collectively "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), telecopied, faxed or emailed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any such notice shall be the date of delivery of the notice if by personal delivery, courier service, or national overnight delivery service, or on the date of transmission with confirmed answer back if telecopier, fax or email if transmitted before 5 p.m. on a business day and on the next business day if transmitted after 5 p.m. or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties designate the following addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the County at:

Property and Real Estate Management Division  
Attention: Director  
2633 Vista Parkway  
West Palm Beach, FL 33411-5605  
Telephone: (561) 233-0217  
Fax: (561) 233-0210

with a copy to:

Palm Beach County Attorney's Office  
Attention: Real Estate  
301 North Olive Avenue, Suite 601  
West Palm Beach, Florida 33401  
Telephone: (561) 355-2225  
Fax: (561) 355-4398

and a copy to:

Palm Beach County Parks and Recreation Department  
Attention: Director  
2700 6<sup>th</sup> Avenue South  
Lake Worth, Florida 33461  
Telephone: (561) 966-6614  
Fax: (561) 963-6734

(b) If to the Tenant at:

Loxahatchee River District  
Attention: Executive Director  
2500 Jupiter Park Drive  
Jupiter, FL 33458  
Telephone: (561) 747-5700  
Fax: (561) 747-8964

With a copy to:

Curtis L. Shenkman, Esq.  
Desantis, Gaskill, Smith & Shenkman, P.A.  
11891 U.S. Highway One  
North Palm Beach, FL 33408  
Telephone: (561) 622-2700  
Fax: (561) 622-2841

Any party may from time to time change the address at which notices under this Lease shall be given such party, upon three (3) days prior written notice to the other parties.

**Section 14.03 Severability.**

If any term of this Lease or the application thereof to any person or circumstances shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

**Section 14.04 Broker's Commission.**

Tenant represents and warrants that Tenant has not dealt with any real estate salesperson, agent, finder or broker in connection with this Lease and further agrees to indemnify, defend and hold harmless County from and against any claims or demands of any such salesperson, agent, finder or broker claiming to have dealt with Tenant. The foregoing indemnification shall include all costs, expenses and fees, including reasonable attorney's fees at trial and all appellate levels, expended or incurred in the defense of any such claim or demand.

**Section 14.05 Recording.**

Tenant shall not record this Lease, or any memorandum or short form thereof, without the written consent and joinder of County, which may be granted or withheld at County's sole discretion.

**Section 14.06 Waiver of Jury Trial.**

THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTER CLAIMS, BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER, IN CONNECTION WITH THIS LEASE.

**Section 14.07 Governing Law and Venue.**

This Lease shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Lease will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**Section 14.08 Radon.**

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from County's public health unit.

**Section 14.09 Time of Essence.**

Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

**Section 14.10 Waiver.**

The waiver by County of any default of any term, condition or covenant herein contained shall not be a waiver of such term, condition or covenant, or any subsequent default of the same or any other term, condition or covenant herein contained.

The consent or approval by County to or of any act by Tenant requiring County's consent or approval shall not be deemed to waive or render unnecessary County's consent to or approval of any subsequent similar act by Tenant.

**Section 14.11 Non-exclusivity of Remedies.**

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.



**Section 14.12 Construction.**

No party shall be considered the author of this Lease since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Lease shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Lease and the same shall remain in full force and effect.

**Section 14.13 Incorporation by Reference.**

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Lease by reference.

**Section 14.14 Survival**

Notwithstanding any early termination of this Lease, Tenant shall remain obligated hereunder to perform any duty, covenant or obligation imposed upon Tenant hereunder arising prior to the date of such termination or surviving such termination.

**Section 14.15 No Third Party Beneficiary.**

No provision of this Lease is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Lease, including but not limited to any citizen or employees of the County and/or Tenant.

**Section 14.16 Office of the Inspector General.**

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

**Section 14.17 Effective Date of Lease.**

This Lease is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

**Section 14.18 Public Entity Crimes.**

As provided in Section 287.132-133, Florida Statutes, a person or affiliate who has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not submit a bid for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. By entering into this Lease or performing any work in furtherance hereof, Tenant certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the effective date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

**Section 14.19 Headings.**

The paragraph headings or captions appearing in this Lease are for convenience only, are not part of this Lease, and are not to be considered in interpreting this Lease.

#### **Section 14.20 Condemnation.**

If the Premises, or any part thereof, or any improvements thereto, shall be taken, appropriated or condemned by exercise of the power of eminent domain, or conveyed or transferred pursuant to an agreement in lieu of condemnation, County shall be entitled to the entire award therefor, including, without limitation, any award relating to both Tenant's leasehold estate and County's reversionary interest in the fee simple estate, without deduction, claim or setoff for any present or future estate of Tenant. Tenant hereby assigns and relinquishes to County all right, title and interest in such award and shall execute all documents required to evidence such result. Notwithstanding the foregoing, Tenant shall be entitled to pursue in such condemnation proceeding such award as may be allowed for moving expenses, business damages, and value of any crops. In the event of a total taking of the Premises, the rent shall be prorated to, and this Lease shall terminate upon, the date title vests in the condemning authority. Notwithstanding such termination, Tenant shall remain liable for all matters arising under this Lease prior to such termination. In the event of a partial taking, Rent shall be reduced on a prorata basis. In the event of a temporary taking, Rent shall be abated on a pro rata basis for the period of time Tenant is unable to use the portion of the Premises temporarily taken. After such period, Rent shall be restored to the Rent which would have been then due without regard to such taking. County shall have no obligation to restore the Premises improvements or otherwise perform any work upon same as a result of any such taking.

#### **Section 14.21 Public Records**

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Tenant: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Tenant shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Tenant is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Contract.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Tenant further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the Tenant does not transfer the records to the public agency.
- D. Upon completion of the Contract the Tenant shall transfer, at no cost to the County, all public records in possession of the Tenant unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Tenant transfers all public records to the County upon completion of the Contract, the Tenant shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Tenant keeps and maintains public records upon completion of the Contract, the Tenant shall meet all applicable requirements for retaining public records. All records stored electronically by the Tenant must be provided to County, upon request of

the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Tenant to comply with the requirements of this article shall be a material breach of this Contract. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Tenant acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE TENANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE TENANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT [RECORDSREQUEST\(@pbcgov.org](mailto:RECORDSREQUEST@pbcgov.org) OR BY TELEPHONE AT 561-355-6680.

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**ATTEST:**

SHARON R. BOCK  
CLERK & COMPTRROLLER

By: \_\_\_\_\_  
Deputy Clerk

Signed and delivered  
in the presence of:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Witness Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Witness Name

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
County Attorney

**COUNTY:**

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

By: \_\_\_\_\_  
Paulette Burdick, Mayor

APPROVED AS TO TERMS AND  
CONDITIONS

By: \_\_\_\_\_  
Department Director

**EXHIBIT "A"**  
**THE "PREMISES"**

DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTION 6, TOWNSHIP 41 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 41 SOUTH, RANGE 43 EAST; THENCE NORTH 89°31'20" WEST ALONG THE NORTH LINE OF SAID SECTION 6, A DISTANCE OF 2,458.20 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF THE 120 FOOT WIDE STATE ROAD NO. 5 (U.S. HIGHWAY 1); THENCE CONTINUE NORTH 89°31'20" WEST, A DISTANCE OF 40.38 FEET TO A POINT ON A LINE PARALLEL WITH AND 40.00 FEET WEST OF SAID EASTERLY RIGHT OF WAY LINE; THENCE SOUTH 07°24'20" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 222.69 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE EAST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 2,844.93 FEET, THROUGH A CENTRAL ANGLE OF 02°49'40", A DISTANCE OF 140.41 FEET; THENCE NORTH 70°23'12" EAST, A DISTANCE OF 312.92 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 08°46'08" EAST, A DISTANCE OF 135.42 FEET; THENCE NORTH 81°13'52" EAST, A DISTANCE OF 250.00 FEET; THENCE NORTH 08°46'08" WEST, A DISTANCE OF 174.24 FEET; THENCE SOUTH 81°13'52" WEST, A DISTANCE OF 250.00 FEET; THENCE SOUTH 08°46'08" EAST, A DISTANCE OF 38.82 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 43,560 SQUARE FEET OR 1.0 ACRES.


NO SEARCH OF THE PUBLIC RECORDS WAS MADE BY THE SIGNING SURVEYOR.

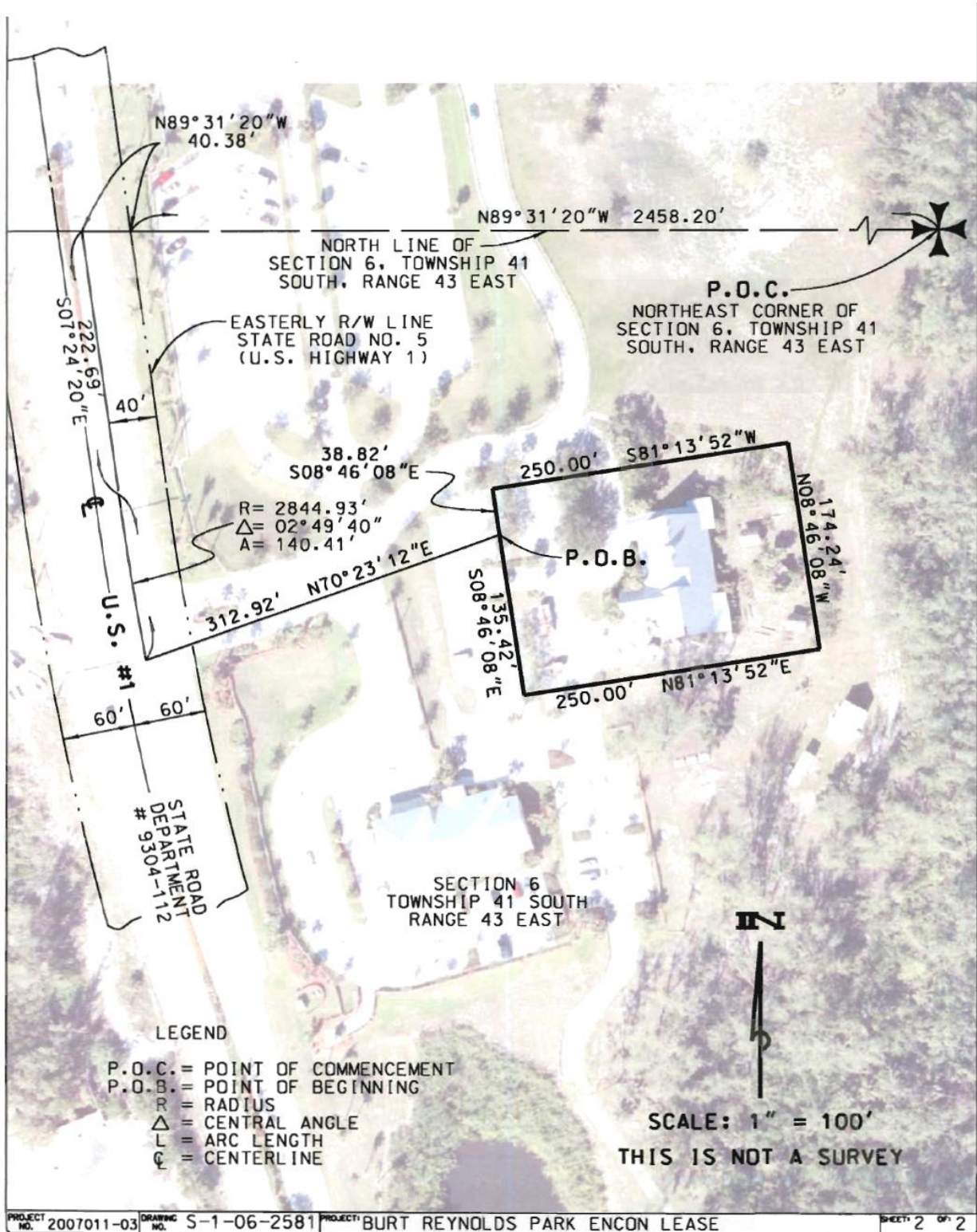
THIS INSTRUMENT WAS PREPARED BY NORMAN J. HOWARD, P.S.M., IN THE OFFICE OF THE COUNTY ENGINEER, 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA, 33411.

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

*N. Howard*  
NORMAN J. HOWARD, P.S.M.  
FLORIDA CERTIFICATE NO. 5776

1-5-07  
DATE

PROJECT NO. 2007011-03	SHEET 1 OF 2	<b>PROJECT:</b> <b>BURT REYNOLDS PARK ENCON LEASE</b>	SCALE: 1" = 100' DRAWN BY: N.J.H. CHECKED BY: N.J.H. DATE: 01/05/07 FIELD BOOK NO.:	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>REVISION</th> <th>BY</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	REVISION	BY	DATE					 <p><b>PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ENGINEERING SERVICES</b></p> <p>2300 NORTH JOG ROAD WEST PALM BEACH, FL 33411</p>
NO.	REVISION	BY	DATE										
		DESIGN FILE NAME: S-1-06-2581.DGN DRAWING NO.: S-1-06-2581											



# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458

Telephone (561) 747-5700 • Fax (561) 747-9929 • www.loxahatcheeriver.org



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

## MEMORANDUM

**TO:** D. ALBREY ARRINGTON, Ph.D.  
Executive Director

**FROM:** CLINTON R. YERKES  
Deputy Executive Director

**DATE:** JANUARY 11, 2017

**SUBJECT:** LIFT STATION REHABILITATION 2017  
Award of Contract

---

This is a budgeted item for the current year. The District Engineering and Collections personnel have selected 3 lift stations that are in need of rehabilitation, primarily involving piping, valves, and securing pumps.

This project was advertised in April and bids were received on January 10, 2017, and five (5) bids were received.

The five (5) bids have been reviewed and evaluated by the District Engineer to determine if they are responsive and the contractors are qualified to perform the work. A summary of the bids and a recommendation from Mr. Dean is attached and has been posted on the District purchasing site.

The following motion is suggested for approval of this item:

**"THAT THE DISTRICT GOVERNING BOARD authorize award of contract for the Lift Station Rehabilitation for 2017 contract to Felix and Associates of FL, Inc., in the amount of \$214,750.00,**

**and**

**THAT THE DISTRICT GOVERNING BOARD authorize a contingency amount of \$5,000.00."**

V://cip/proj/lift stations/2017 rehab/Board Award memo

Stephen B. Rockoff  
Board Member

Dr. Matt H. Rostock  
Board Member

Gordon M. Boggie  
Chairman

Harvey M. Silverman  
Board Member

James D. Snyder  
Board Member



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2500 Jupiter Park Drive, Jupiter, Florida 33458

Telephone (561) 747-5700 • Fax (561) 747-9929 • [www.loxahatcheeriver.org](http://www.loxahatcheeriver.org)

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



## MEMORANDUM

TO: D. Albrey Arrington, Ph.D., Executive Director  
Clinton Yerkes, Deputy Executive Director

DATE: January 10, 2017

DEPARTMENT: Kris Dean, P.E., Director of Engineering Services

SUBJECT: Lift Station Rehabilitation for 2017 - Engineer's Recommendation

On January 10, 2017 the District received a total of five (5) sealed bids for the subject project as summarized below and verified in the attached Bid Opening Checklist and Bid Tabulation.

Felix and Associates of FL, Inc.	\$214,750.00
B&B Underground Contractors, Inc.	\$249,050.00
Hinterland Group, Inc.	\$258,650.00
Foster Marine Contractors, Inc.	\$274,450.00
TV Diversified, Inc.	\$377,540.00

As the apparent low, an evaluation of Felix and Associates of FL, Inc.'s bid was performed. They were found to be responsive and responsible. As such, we recommend award to Felix and Associates of FL, Inc. in the amount of \$214,750.00.

Signed,

Kris Dean, P.E.  
Director of Engineering Services

/KD

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Stephen B. Rockoff  
Board Member

Dr. Matt H. Rostock  
Board Member

Gordon M. Boggie  
Chairman

Harvey M. Silverman  
Board Member

James D. Snyder  
Board Member

LIFT STATION REHABILITATION FOR 2017  
 BID TABULATION  
 JANUARY 10, 2017

ITEM NO	ESTIMATED QUANTITY	UNIT	DESCRIPTION	FELIX ASSOCIATES OF FL, INC TOTAL	B&B UNDERGROUND CONTRACTORS TOTAL	HINTERLAND GROUP, INC. TOTAL	FOSTER MARINE CONTRACTORS, INC TOTAL	TV DIVERSIFIED, INC. TOTAL
1	1	LS	For mobilization, demobilization, insurance and bond premiums, and miscellaneous work not covered under other Bid Items but required to complete the project in accordance with the Contract Documents for the lump sum price of	\$10,000.00	\$8,000.00	\$6,000.00	\$13,000.00	\$18,800.00
2	1	LS	LIFT STATION # 16 - Finish and in accordance with the Contract Documents for the lump sum price of	\$63,400.00	\$75,000.00	\$77,850.00	\$93,000.00	\$111,250.00
3	1	LS	LIFT STATION # 35 - Finish and in accordance with the Contract Documents for the lump sum price of	\$58,800.00	\$72,000.00	\$76,800.00	\$78,000.00	\$111,250.00
4	1	LS	LIFT STATION # 105 - Finish and in accordance with the Contract Documents for the lump sum price of	\$74,000.00	\$90,000.00	\$97,500.00	\$82,300.00	\$128,150.00
7	10	HR	Materials for trench safety	\$3,050.00	\$4,000.00	\$400.00	\$4,250.00	\$3,500.00
8	1	LS	Documents for the lump sum price of	\$5,500.00	\$50.00	\$100.00	\$3,900.00	\$4,590.00
<b>TOTAL OF BASE BID ITEMS</b>				<b>\$214,750.00</b>	<b>\$249,950.00</b>	<b>\$258,650.00</b>	<b>\$274,450.00</b>	<b>\$377,540.00</b>
<b>WRITTEN BID AMOUNT</b>				<b>\$214,750.00</b>	<b>\$249,950.00</b>	<b>\$258,650.00</b>	<b>\$274,450.00</b>	<b>\$377,540.00</b>
<b>DISCREPANCY</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration


2500 Jupiter Park Drive, Jupiter, Florida 33458-8964

Telephone (561) 747-5700 • Fax (561) 747-9929 • www.loxahatcheeriver.org



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

## MEMORANDUM

TO: GOVERNING BOARD  
FROM: D. ALBREY ARRINGTON, Ph.D.   
DATE: JANUARY 9, 2017  
SUBJECT: PURCHASE OF PHAROS BOOKS

River Center staff would like to purchase three cases of Jim Snyder's books for the River Center gift shop. Staff drafted a purchase order in the amount of \$774.80 to Pharos Books for a case (12 books) of Five Thousand Years on the Loxahatchee, a case (16 books) of The Cross and the Mask, and a case (40 books) of Life and Death on the Loxahatchee. However, Pharos Books is owned by LRD Board Member Jim Snyder. LRD's Procurement Policy, Section 2.10(1) is provided below, and requires Board approval of such a purchase.

2.10 CONDUCT (1) ... Any measure which would inure to the special private gain or loss, as defined by Florida Statute 112.3143, of a Governing Board Member shall require Governing Board approval, and must comply with Chapter 112, Florida Statutes. Pursuant to Florida Statute 112.3143 no District Governing Board Member shall vote on, nor attempt to influence the decision by oral or written communication, any measure which would inure to his or her special private gain or loss. Such Board Member shall, prior to the vote being taken, publicly state to the assembly the nature of the officer's interest in the matter from which he or she is abstaining from voting and, within 15 days after the vote occurs, disclose the nature of his or her interest as a public record using Form 8A (Memorandum of Voting Conflict for State Officers) and filing it with the person responsible for recording the minutes of the meeting, who shall incorporate the memorandum in the minutes.

Mr. Snyder has provided Form 8A, and it is attached.

Because Mr. Snyder's books are among the best characterizations of historical life and times on the Loxahatchee River, and because we desire to disseminate such knowledge with patrons of the River Center, I offer the following suggested motion:

“THAT THE DISTRICT GOVERNING BOARD approve a purchase order in the amount of \$774.80 to Pharos Books for a case (12 books) of Five Thousand Years on the Loxahatchee, a case (16 books) of The Cross and the Mask, and a case (40 books) of Life and Death on the Loxahatchee.”

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Stephen B. Rockoff  
Board Member

Dr. Matt H. Rostock  
Board Member

Gordon M. Boggie  
Chairman

Harvey M. Silverman  
Board Member

James D. Snyder  
Board Member

# FORM 8A MEMORANDUM OF VOTING CONFLICT FOR STATE OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME <b>Snyder - James - D.</b>	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE <b>Governing Board</b>
MAILING ADDRESS <b>2500 Jupiter Park Drive</b>	NAME OF STATE AGENCY <b>Loxahatchee River Environmental Control District</b>
CITY COUNTY <b>Jupiter Palm Beach</b>	MY POSITION IS: <input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE
DATE ON WHICH VOTE OCCURRED <b>January 19, 2017</b>	

## WHO MUST FILE FORM 8A

This form is for use by any person serving at the State level of government on an appointed or elected board, council, commission, authority, committee, or as a member of the Legislature. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

## INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

### ELECTED OFFICERS:

As a person holding elective state office, you may not vote on a matter that you know would inure to your special private gain or loss. However, you may vote on other matters, including measures that would inure to the special private gain or loss of a principal by whom you are retained (including the parent or subsidiary or sibling organization of a principal by which you are retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. If you vote on such a measure or if you abstain from voting on a measure that would affect you, you must make every reasonable effort to disclose the nature of your interest as a public record in a memorandum filed with the person responsible for recording the minutes of the meeting, who shall incorporate the memorandum in the minutes. If it is not possible for you to file a memorandum before the vote, the memorandum must be filed with the person responsible for recording the minutes of the meeting no later than 15 days after the vote.

For purposes of this law, a "relative" includes only your father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with you as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

A member of the Legislature may satisfy the disclosure requirements of this section by filing a disclosure form created pursuant to the rules of the member's respective house if the member discloses the information required by this subsection, or by use of Form 8A.

\* \* \* \* \*

### APPOINTED OFFICERS:

As a person holding appointive state office, you are subject to the abstention and disclosure requirements stated above for Elected Officers. You also must disclose the nature of the conflict before voting or before making any attempt to influence the decision by oral or written communication, whether made by you or at your direction.

For purposes of this law, a "relative" includes only your father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with you as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

**IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:**

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes.
- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

**IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION OR VOTE AT THE MEETING:**

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

## DISCLOSURE OF STATE OFFICER'S INTEREST

I, James D. Snyder, hereby disclose that on January 19, 20 17 :

(a) A measure came or will come before my agency which (check one or more)

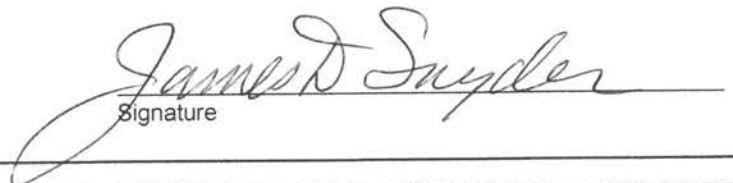
- inured to my special private gain or loss;
- inured to the special gain or loss of my business associate, \_\_\_\_\_ ;
- inured to the special gain or loss of my relative, \_\_\_\_\_ ;
- inured to the special gain or loss of \_\_\_\_\_, by whom I am retained; or
- inured to the special gain or loss of \_\_\_\_\_, which is the parent, subsidiary, or sibling organization of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

Approval of a purchase order in the amount of \$774.80 to Pharos Books, which I own, for a case (12 books) of Five Thousand Years on the Loxahatchee, a case (16 books) of The Cross and the Mask, and a case (40 books) of Life and Death on the Loxahatchee.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

January 6, 2017  
Date Filed

  
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

# LOXAHATCHEE RIVER DISTRICT

## Neighborhood Sewering Schedule



Rank *	Area Description	# Lots	Activity	Original Target Date	Revised Target Date
6	Jupiter Inlet Colony	240	Notified Owners – August, 2010 Notice of Intent – February, 2013 Interlocal Agreement Complete - April, 2014 Construction started – July 26, 2016	2013	2016
10	Turtle Creek Phase I (Gravity)	29	Notified Owners – September 2012 Notice of Intent – February, 2016 Construction Start – January, 2017	2016	2016
10	Turtle Creek Subsystem 4	52	Notified Owners – September 2012 Notice of Intent – February, 2016 Bid Opening – February, 2017	2016	2017
10	Turtle Creek Subsystem 3	5	Notified Owners – September 2012 Notice of Intent – December 2016 Engineering Contract – November, 2016	2016	2017
10	Turtle Creek Subsystem 2	28	Notified Owners – September 2012 Notice of Intent – October, 2016 Engineer Contract – November, 2016	2016	2017
10	Turtle Creek Subsystem 1	23	Notified Owners – September 2012 Notice of Intent – November, 2016 Engineer Contract – November, 2016	2016	2017
14	Whispering Trails	181	Notified Owners – January 2013 Notice of Intent – November, 2016 Engineer Contract – November, 2016	2017	2017
16	Limestone Creek Road-West	82	Notified Owners – January 2013	2018	2018
19	US Coast Guard Station Offices <i>(institutional)</i> PX Commercial <i>(commercial)</i>	2 ECs 2 ECs	US Government - private roads Albrey- mtg. w/BLM & Historical 3-2011 Prelim design prepared In House 4-2011	2019	2018
20	New Palm Beach Heights	34	Notified Owners – January, 2016	2019	2019
22	Bridgewater	70		2019	2019
11	Jupiter Farms (East)	708		TBD	TBD
11	PB Country Estates	1547		TBD	TBD

\* Rank based upon "2010 Septic System Inventory & Assessment"

TBD = To be determined

## Remnant Areas - Page 2

Rank*	Area Description	Lots	Activity	Original Target Date	Revised Target Date
None	PBC Riverbend Park <i>(institutional)</i>	12ECs	Not. of availability-Costs pd, plans reviewed	2011	2016
D	Loggerhead Park <i>(institutional)</i>	6 ECs	Need Easements from Palm Beach County	2014	2017
G	Hyland Terr Properties-MC	8	Notified Owners – October 2012 Notice of Intent – January, 2016 Notified to Connect – October, 2016 Preliminary Assessment – January, 2017	2016	2016
G	Hyland Terr Phase II (SE Seminole Terr)	7	Notified Owners – October 2012 Notice of Intent – November, 2016 Notified to Connect – October, 2016 Preliminary Assessment – January, 2017	2016	2016
G	SE Linden St-MC	8	Notified Owners – October 2012 Notice of Intent – January, 2016 Notified to Connect – October, 2016 Preliminary Assessment – January, 2017	2016	2016
G	SE Pine Grove St-MC	8	Notified Owners – October 2012 Notice of Intent – January, 2016 Notified to Connect – October, 2016 Preliminary Assessment – January, 2017	2016	2016
G	SE Harken Terr Ph I-MC	7	Notified Owners – October 2012 Notice of Intent – January, 2016 Notified to Connect – October, 2016 Preliminary Assessment – January, 2017	2016	2016
G	10828 Whispering Pines Trl-MC	1	Notified Owner – October 2012 Notice of Intent – January, 2016 Notified to Connect – October, 2016 Preliminary Assessment – January, 2017	2016	2016
H	SE Harken Terr Ph II-MC	2	Notified Owners – December 2015	2017	2016
H	6367 197 <sup>th</sup> Pl N	1	Notified Owner – June, 2016 Notice of Intent – June, 2017	2017	2017
C	FDOT Turnpike Station <i>(institutional)</i>	3 ECs	Notified to Connect – February, 2016 Variance requested – May, 2016	2012	2017
G	Hibiscus Ave, Juno	10	Notified Owners – June, 2013 Notice of Intent – March, 2016 Start Construction – January, 2017	2016	2017
G	Ocean Dr., Juno (LP)	5	Notified Owners – June, 2013 Notice of Intent – March, 2016	2016	2017
H	Lenmore Drive LP	6	Notified Owners – October, 2014 Notice of Intent to Assess – April, 2016 In-house Design – August, 2016	2017	2017
H	Tequesta Dr E	2	Notified Owners-March, 2015	2017	2017
I	Chippewa Street	6	Notified Owners-1/14, Petition Rec'd 4/16 Feasibility Letter LPSS/Gravity – July, 2016	2018	2017
H	US 1, Juno Beach <i>(commercial)</i>	2	Notified Owners – January, 2014	2017	2018
	19087 SE County Line Rd	1	Notified Owners – January, 2017	2016	2018
H	Shay Place, Tequesta	11	Notified Owners – July, 2013 Notice of Intent to Assess – August, 2016	2017	2018
H	County Line Road - Martin Co.	3	Notified Owners – July, 2013	2017	2018
H	14100 US Hwy 1, Juno Beach	1	Notified Owner-March, 2015	2017	2018
A	North A-1-A	3	Postponed -Town Activities in area	2012	2018
F	815 S. US 1 (Yum Yum Tree)	9 ECs	Notified Owners – November, 2014	2016	2018
G	Olympus Dr., Juno (LP)	3	Notified Owners – June, 2013	2016	2018
H	96 Pine Hill Trl E	1	Notified Owner – February, 2015	2018	2018
I	8 <sup>th</sup> Street	3	Notified Owners – January, 2014 Petition to evaluate received-April, 2016 Engineering preparing costs	2018	2018

\* Rank based upon "2010 Septic System Inventory &amp; Assessment"

TBD = To be determined

Private Road Areas – Page 3

Rank *	Area Description	# Lots	Activity	Original Target Date	Revised Target Date
AA	Peninsular Road	5	Private Road Notice of Intent – February, 2010 Partial construction complete - June, 2013 Soliciting easements for remainder of project	2010	AEO
BB	Rivers Edge Road (Martin Co.)	35	Notified Owners – August, 2010 Private Road - Design started Notice of Intent – February, 2014 Easements Solicited – May, 2014 Project Delayed	2013	AEO
CC	171 <sup>st</sup> Street (Martin Co.)	7	Private Road In House Design Owners notified October, 2012	2014	AEO
CC	Jamaica Dr	11	Private Road Owners notified Oct, 2012 In House Design started	2014	AEO
CC	197 <sup>th</sup> Place, 66 <sup>th</sup> Terrace, 66 <sup>th</sup> Way	21	Notified Owners – Aug, 2010 *Private Roads Notice of Intent to Assess – February, 2015	2014	AEO
DD	Taylor Road	38	Notified Owners – September, 2011 Private Roads	2015	AEO
EE	Imperial Woods	47	Notified Owners – October, 2010 Withdrew Notification – Feb, 2011 Private HOA – Letter sent-April, 2016	2016	AEO
EE	Hobart St SE (Martin Co.)	13	Notified Owners – October 2012 Private Roads	2016	AEO
FF	Rolling Hills	51	Notified Owners – January 2013 Private HOA	2017	AEO
FF	Gardiner Lane	2	Notified Owners – July, 2013 Private Road	2017	AEO
HH	Harbor Rd. S. LPSS	6	Notified Owners – January 2014 Private Road	2017	AEO
GG	Rockinghorse (north of Roebuck Road)	10	Notified Owners – January 2013	2018	AEO
GG	Island Country Estates	47	Notified Owners – January 2013 Private HOA	2018	AEO
HH	SE Indian Hills	12	Notified Owners – January, 2016 Easement for Road & Utilities, No Dedication	2019	AEO

\* Rank based upon “2010 Septic System Inventory & Assessment”

TBD = To be determined

AEO = As easements are obtained





**DESANTIS, GASKILL, SMITH & SHENKMAN, P.A.**

**CONRAD J. DESANTIS**  
*Business & Real Estate*  
Also Admitted in Pennsylvania

**TIMOTHY W. GASKILL**  
*Business, Probate*  
*Family Litigation*

**DONALD R. SMITH**  
*Personal Injury & Wrongful Death*  
*Commercial Litigation*

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

**BROOKE A. GROGAN**  
*Personal Injury & Litigation*

**ATTORNEYS & COUNSELORS AT LAW**  
ESTABLISHED 1973  
11891 U.S. HIGHWAY ONE, SUITE 100  
NORTH PALM BEACH, FLORIDA 33408  
TELEPHONE (561) 622-2700 FACSIMILE (561) 622-2841  
[www.LawPalmBeach.com](http://www.LawPalmBeach.com)

January 10, 2017

**LEGAL ASSISTANTS**  
**CIVIL TRIAL, PROBATE**  
**AND FAMILY LAW**  
KAREN M. B.LOPATOSKY  
SENIOR PARALEGAL  
MINDY VASSER, SECRETARY

**PERSONAL INJURY**  
ROBIN B. MODLIN, CP  
TERRI L. VLASSICK

**REAL ESTATE**

JUDY D. MONTEIRO  
DENISE B. PAOLUCCI

**ADMINISTRATOR**

CURTIS L. SHENKMAN

Loxahatchee River Environmental Control District  
D. Albrey Arrington, Exec. Dir. and Board Members  
2500 Jupiter Park Drive  
Jupiter, FL 33458

**RE: PENDING LITIGATION STATUS REPORTS**

Dear Board Members:

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

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

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

Respectfully submitted,

*/s/ Timothy W. Gaskill*

TIMOTHY W. GASKILL

/kmb

Attachments

cc: Curtis L. Shenkman, Esquire

**OTHER LITIGATION**

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**ACTION:** In Re Estate of Israel Marquez et al ...Loxahatchee River Envir Control District  
**Owner: Estate of Israel Marquez** **Property: 911 Hawie St.**  
**Case No. 50-2010-CP-004006XXXXSBIY**

**TYPE OF ACTION:** **Mortgage** Foreclosure by Lender, Encon named for its (possible) lien interest –  
**COMMENCEMENT:** Service of Summons/Petition  
**COMMENTS:** Action foreclosing mortgage– Encon named for lien interest  
**STATUS:** **Pending**

11/24/14	District served with Petition re Homestead and Real Property as Estate Asset; Filed Answer and Affirmative Defenses; Hearing to be held
12/10/14-1/6/15	No change in status
2/3/15	No change in status
3/6/15-5/11/15	No change in status; monitoring probate action; monitoring for activity;
6/8/15-7/9/15	No change in status
8/7/15 – 10/12/15	No change in status, continuing to monitor probate
11/10/15	There is a pending Motion to sell real estate set for hearing in December, continue to monitor
12/7/15	No change in status
1/18/16 – 7/7/16	Last Activity in Court Docket 12/17/14 requiring a paternity test; continue to monitor ; No change in status
8/8/16 – 10/13/16	No change in status
11/9/16-12/14/16	No change in status –probate proceedings continuing
1/10/17	No change in state – Probate proceedings continuing

**LIEN FORECLOSURES**

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**NONE**

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**MORTGAGE FORECLOSURES / ENCON CROSSCLAIMS**

**ACTION:** West Coast Servicing Inc. v Guy-Wilson et al ...Loxahatchee River Envir Control District  
**Owner:** JOHANNA GUY-WILSON **Property:** 6359-6 Riverwalk Ln  
**Case No.** 50-2015-CA-014203 XXXXMBAW

**TYPE OF ACTION:** **Mortgage** Foreclosure by Lender, Encon named for its (possible) lien interest –

**COMMENCEMENT:** Service of Summons/Complaint upon District

**COMMENTS:** Action foreclosing mortgage– Encon named for lien interest

**STATUS:** **Pending**

2/5/16	Mortgage foreclosure action; District served with Complaint; Notice of Appearance; Notice of E-Mail Designation and service address filed; Answer, Affirmative Defenses and Counterclaim/Crossclaim/ filed; in process of serving defendants
3/4/16	Case in discovery stages; to forward settlement offer to Plaintiff re LRD Liens and Counterclaim
4/8/16	Service of Process being made upon defendants; Plaintiff filed Notices of Dropping uninterested party defendants;
5/9/16	Continuing Service on defendants; monitoring for activity
6/9/16	Settlement offer being sent to Plaintiff/CounterDefendant's counsel; still attempting initial service on cross Defendant
7/7/16	No change in status
8/8/16	Defendant/Owner Guy-Wilson filed Motion to Dismiss Crossclaim Complaint; preparing for objection for hearing; Preparing Settlement offer to lender
9/6/16	Settlement offer sent to Lender re outstanding liens; Still awaiting hearing date for Motion to Dismiss of Crossclaim re Cross Def Guy-Wilson;
10/13/16	Plaintiff West Coast Servicing filed its Notice of Dropping Party Defendant Loxahatchee River District and attorney advised payment to be made to clear liens and settlement LRD's Counterclaim.
11/9/16	Awaiting response re satisfaction by lender of LRD outstanding liens from lender's attorney
12/14/16	Plaintiff's attorney has requested additional time for response re settlement offer.
1/10/17	Awaiting decision of Plaintiff regarding settlement offer.

**MORTGAGE FORECLOSURES / ENCON CROSSCLAIMS (continued)**

**ACTION:** FNMA v James Fils-Aime et al ...Loxahatchee River Envir Control District  
**Owner:** JAMES FILS-AIME AND MARIE R ALEXIS **Property:** 6895 1<sup>st</sup> St., Jupiter  
 Acct #2146900 Case No. 50-2016-CA-002502 XXXXMBAW

**TYPE OF ACTION:** **Mortgage** Foreclosure by Lender, Encon named for its (possible) lien interest –

**COMMENCEMENT:** Service of Summons/Complaint upon District 3/24/16

**COMMENTS:** Action foreclosing mortgage– Encon named for lien interest

**STATUS:** **Pending**

3/24/16	Mortgage foreclosure action; District served with Complaint;
4/8/16	Prepared and filed Notice of Appearance; Notice of E-Mail Designation; Preparing Answer, Counterclaim and Crossclaim for filing;
5/9/16	Answer, Affirmative Defendants, Counterclaim and Crossclaim filed; service in process on defendants;
6/9/16	Settlement offer sent to Plaintiff's counsel
7/7/16	Waiting on response to settlement offer; Filed Motion for Default against Plaintiff FNMA and scheduling for hearing; Motion filed and pending by CrossDef Fils-Aime's M/Dismiss LRD Complaint; LRD scheduling hearing to oppose CrossDef's Motion Dismiss LRD Crossclaim Complaint;
8/8/16	Follow-up to Plaintiff's counsel sent re settlement proposed; response received for new payoff figures and preparing new estoppel response; Awaiting Answer to Complaint from Lender per agreed order of extension;
9/6/16	Awaiting response to proposed settlement to Lender; Awaiting CrossDefendant's Answer; Lender's mortgage foreclosure being dismissed; LRD action continuing
10/17/16	Awaiting response re settlement payoff provided to lender's attorney for settlement of LRD Liens and counterclaim action.
11/9/16	Awaiting update re satisfaction by lender of LRD outstanding liens from lender's attorney
12/14/16	Plaintiff's attorney has requested additional time for settlement offer response.
1/10/17	Updated figures provided for settlement; awaiting Plaintiff's reply.

**MORTGAGE FORECLOSURES / ENCON CROSSCLAIMS (continued)**

**ACTION:** Flagstar Bank FSB v amber Leigh Demerac, LRECD et al  
**Owner: Amber Leigh Demerac Properties: 19009 Hillcrest Dr. SE, Tequesta**  
**Acct #121400** **Case No. 43-2016-CA-001184CAAXMX**

**TYPE OF ACTION:** Mortgage Foreclosure (Encon named for its (possible) lien interest)  
**COMMENCEMENT:** Service of Summons/Complaint upon District 11/3/16  
**COMMENTS:** Action -Foreclosure - Encon named for (possible) lien interest  
**STATUS:** **Pending**

11/9/16	Mortgage foreclosure action; District served with Complaint 11/3/16; Appropriate Answer to be filed
12/14/16	Waiting for response from Plaintiff's attorney who requested additional time to respond. Some defendants have been dropped by Plaintiff from suit.
1/10/17	Plaintiff's attorney advised waiting on Plaintiff's response re settlement; updated payoff figures being provided.

**LITIGATION: QUIET TITLE ACTION**

**ACTION:** Sailfish Club at Jupiter Pointe, LLC v. Tequesta Waterways Development LLC,  
Blowing Rocks Marina LLC, Debs Developers LLC, Martin County, Loxahatchee River District  
**Owner: Sailfish Club at Jupiter LLC Properties: : 18701 SE Federal Hwy, Tequesta**  
**Acct #3596200 (18487 Se Fed Hwy); #3411200 (18577 Se Fed Hwy); & 1415000** **Case No. 43-2016-CA-000685CAAXMX**

**TYPE OF ACTION:** **Action to Quiet Title** (Encon named for its (possible) lien interest –re Developer's Agreement)  
**COMMENCEMENT:** Service of Summons/Complaint upon District 7/27/16  
**COMMENTS:** Action Quiet Title - Encon named for (possible) lien interest  
**STATUS:** **Pending**

8/8/16	Quiet Title action; District served with Complaint; Answer filed for LRD;
9/6/16	Plaintiff filed Amended Complaint; LRD Answer to Amended Complaint filed
10/17/16	No change in status; case proceeding; no action required from LRD at this time.
11/9/16	No change in status; case proceeding; no action by LRD needed at this time; monitoring case
12/14/16	No change in status
1/10/17	No change in status, continuing to monitor.

## MEMORANDUM

**TO:** Albre Arrington, Ph.D. / Loxahatchee River District

**COPY:** Clint Yerkes / Loxahatchee River District  
Tom Vaughn / Loxahatchee River District  
John Koroshec / Hazen and Sawyer  
Taylor Bomarito / Hazen and Sawyer

**FROM:** Albert Muniz / Hazen and Sawyer

**DATE:** January 9, 2017

**FILE:** 42009-025.3.1.3

**SUBJECT:** Loxahatchee River District  
Engineer's Monthly Status Report through December 2016

The following is a summary of work performed by Hazen and Sawyer, P.C. (Hazen) on Loxahatchee River District (LRD) projects through the above referenced date.

**General Operational Assistance** – This project involves providing LRD with engineering assistance related to wastewater operations.

### *Monthly Progress*

- LRD staff and Hazen personnel continue to communicate to discuss plant operations on an as needed basis. The wastewater treatment process continues to perform well
- Hazen continues to provide assistance on an as needed basis

**Deep Bed Sand Filters – Final Design and Construction Management Services** – The existing traveling bridge filters and filter structure have served the LRD wastewater treatment facility for over 20 years and is in need of significant rehabilitation and repair. In lieu of repair and replacement, it is the LRD staff's desire to replace the filters with deep bed sand filters. Deep bed filters offer additional benefits over traveling bridge filters including de-nitrification capabilities as well as proven performance during plant upset conditions. Design of the project is complete and the project has entered the construction phase.



## Monthly Progress

- Kirlin was issued a Notice to Proceed on January 18, 2016. The substantial and final completion dates are currently October 29, 2017 and January 2, 2018, respectively.
- **Deep Bed Filters** - Installation of formwork and steel placement for walls continues with all wall pours completed to El. 32.50.
- **Filter Electrical Building** - Installation of the underground electrical rough-in and slab pour are completed. Erection of the pre-cast concrete structure is completed. Installation of electrical equipment inside the building continues.
- **Parshall Flume Flow Meter** - Tie-ins to the existing 30-inch IQ pipeline at the Parshall Flume flow meter structure have been completed. The bottom concrete slab has been completed and installation of formwork and steel for walls has begun.
- **Filter Feed Pump Station No. 1** - Removal of the existing slide gate at Filter Feed Pump Station No. 1 and installation of the new overflow weir have been completed.

Installation of Filter Influent and Effluent Piping



Installation of Equipment in Filter Electrical Building

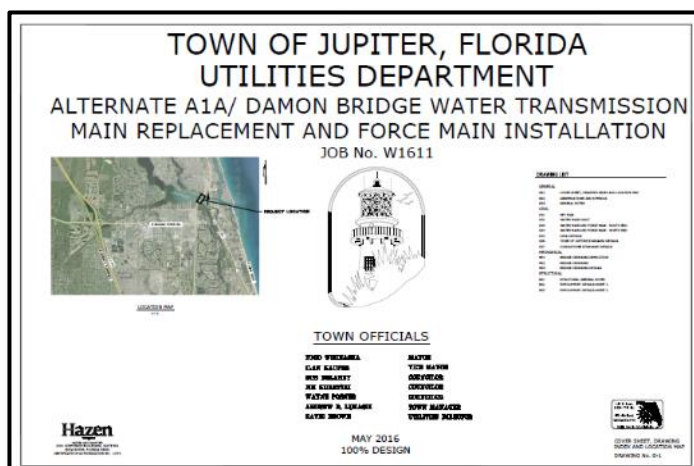


- Process Piping** - Installation of the underground 30-inch filter effluent pipeline has been completed up to the vicinity of the existing traveling bridge filter structure. Installation of the 14" and 24" Filter Effluent and 12" Backwash Supply piping continues on the north side of the deep bed filters. Installation of the 12" and 24" Filter Influent piping continues on the north side of the deep bed filters.
- Site work** - Installation of site underground electrical duct bank continues. Grading around structures continues.



**Alternate A1A/Damon Bridge Water Transmission Main Replacement and Force Main Installation –** Hazen was authorized to design a new 16-inch force main pipeline in parallel with a Town of Jupiter water main replacement on the Alternate A1A Bridge in Jupiter. Below is a summary of activities performed to date:

- Hazen submitted the draft 100% complete contract documents, cost estimate, and preliminary construction schedule on May 27, 2016. On June 29, 2016 LRD staff asked Hazen to revise the 16-inch force main design to incorporate a change in pipe material from steel to 304 stainless steel. Hazen has completed this design change, along with a slight alignment modification to keep the new force main within the right-of-way. Hazen provided the new specifications to LRD staff on July 26, 2016, and the updated drawings on August 5, 2016.



- The following permits have been obtained with assistance from Hazen:
  - ✓ Town of Jupiter Engineering/Utility Permit application submitted on May 31, 2016 – *Issued July 19, 2016*
  - ✓ FDEP/DOH Wastewater Permit application submitted on June 8, 2016 – *Issued on June 15, 2016*
  - ✓ ACOE General Permit application submitted on June 8, 2016 – *Issued on November 8, 2016.*
  - ✓ FDEP ERP Exemption Request submitted on June 9, 2016 – *Approval Issued on July 8, 2016. No sovereign submerged land easements are required for the project.*



- ✓ FDOT Utility Permit application submitted on June 15, 2016 – *Issued on October 19, 2016.*
- The Town of Jupiter advertised the original project and held a pre-bid meeting on November 10, 2016. Three addenda were issued. The bid opening was scheduled for December 6, 2016 however no bids were submitted. Investigations into the cause suggest there was a lack of industry outreach to manufacturers of the steel and stainless steel pipe beyond the local supplier. Additional pipe manufacturers were identified in the specifications to provide potential bidders with additional sources of materials.
- The Town of Jupiter has re-advertised the project with bid opening scheduled for February 7, 2017.

As always, please feel free to contact us should you have any questions or need to discuss the progress of any of the above projects in more detail.

**LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT**  
**ENGINEER'S MONTHLY STATUS REPORT THRU DECEMBER 31, 2016**

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**JUPITER INLET COLONY NEIGHBORHOOD REHABILITATION**

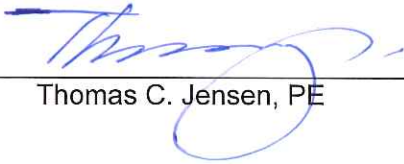
- Ongoing review of shop drawings.
- Installation of asphalt patch across Beach Road.
- Potable water main certification from Palm Beach County Health Department.
- Potable water service connection switching from old to new water main.
- Decommissioning of existing asbestos water main.
- Pigging and preliminary pressure testing of force main.
- Installation of dewatering system for sanitary sewer construction on Colony Road.
- Commencement of sanitary sewer construction on Colony Road.
- Continual delivery of construction materials to the Contractor's staging area at the Village of Tequesta water plant.

ARCADIS, Inc.

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Sira Prinyavivatkul, PE

Kimley-Horn and Associates, Inc.

  
Thomas C. Jensen, PE

**Loxahatchee River Environmental Control District**  
**Monthly Status Report**  
**January 12, 2017**

**Submitted To: Clinton Yerkes, Deputy Director**

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The following is a summary of work performed by Mathews Consulting (MC), a Baxter and Woodman Company, on District projects through January 12, 2017.

Alternate A1A Bridge Force Main Extension Design

MC continued preparation of the 75% Design Submittal including the project plans, technical specifications and Engineer's Opinion of Probable Construction Cost. The 75% design submittal is scheduled for submission to LRECD on January 13, 2017.

Master Lift Station #1 Rehabilitation

MC continued with the preparation of the 50% Design Submittal including the project plans, technical specifications and Engineer's Opinion of Probable Construction Cost. MC is in the process of finalizing the 50% design submittal.

Whispering Trails Gravity Sewer System

MC scheduled and all parties participated in the project kick-off meeting on December 12, 2016. MC's survey staff is in the process of completing the site survey activities. The site survey is scheduled for completion by February 13, 2017.

Respectfully Submitted by:

MATHEWS CONSULTING,  
A BAXTER & WOODMAN COMPANY



Rene L. Mathews, P.E.  
Vice President



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

**MEMORANDUM**

**To:** Clint Yerkes, Deputy Director, Loxahatchee River Environmental Control District  
**From:** Christine Miranda, PE, Holtz Consulting Engineers, Inc.  
**Date:** January 12, 2017  
**Subject:** **Loxahatchee River Environmental Control District Monthly Status Report**

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The following is a summary of work performed by Holtz Consulting Engineers, Inc. (HCE) on Loxahatchee River District projects through January 12, 2017:

**Loxahatchee River Road Reclaimed Water Main Replacement and Force Main Extension**

- The 100% submittal has been provided to District staff.
- All permit applications have been submitted. Upon issuance of the Palm Beach County right-of-way permit and acceptance by the Army Corps of Engineers the project will be advertised for bidding.

**Turtle Creek Phase I**

- The preconstruction meeting was held on January 4, 2017.
- Submittals for manholes, piping, and appurtenances have been reviewed and returned to the Contractor.
- The Contractor has submitted a schedule for the project. Based upon this schedule, the Notice to Proceed has been issued with a start date of February 20, 2017.

**Turtle Creek – North End – Subsystem 4 Low Pressure Force Main System**

- The 100% submittal has been provided to District staff.
- All required permits have been issued.
- The project has been advertised for bidding. A pre-bid meeting is scheduled for January 17, 2017. The bid opening is scheduled for February 7, 2017.

**Turtle Creek –Subsystem 1 Low Pressure Force Main System**

- Survey has commenced on the project and will be completed by February 1, 2017.
- The 30% Design Submittal and Engineers Opinion of Probable Construction Cost will be submitted to staff by March 1, 2017.

**Turtle Creek –Subsystem 2& 3 – Gravity Sewers**

- Survey has commenced on the project and will be completed by January 16, 2017.
- The 30% Design Submittal and Engineers Opinion of Probable Construction Cost will be submitted to staff by February 20, 2017.



# Busch Wildlife Sanctuary

At Loxahatchee River District

## Quarterly Dashboard - 4th Qtr 2016



	Education				Animal Care			Financial Operations			Gift Shop
	General Public Visitors	Visitors Attending Public Programs	In-reach / Out-reach Program Attendance	Education Net Income	Injured Animals Received / Treated	Animals Released	Average Donation per Animal Admitted	Membership Income	Grants/Major Donor Income	BWS Net Income	Net Income
Benchmark	# of People	# of People	# of People		#	%					
<b>Green</b>	> 9000	> 3500	> 5500	> \$24,000	< 100	>25%	≥ \$25.00/Animal	> \$25,000	> \$50,000	> \$100,000	> \$10,000
<b>Yellow</b>	≥ 6000	≥ 2000	≥ 4000	≥ \$15,000	≥ 100	<25%	< \$25.00/Animal	> \$10,000	> \$25,000	≥ \$0.00	≥ \$5,000
<b>Red</b>	< 6000	< 2000	< 4000	< \$15,000	>1000	<10%	< \$10.00/Animal	< \$10,000	< \$25,000	< \$0.00	< \$5,000
2015 Qtr Results											
1st Qtr	41,529	4,495	5,982		874		\$11.01				
2nd Qtr	27,679	4,020	4,939		1,632		\$10.95				
3rd Qtr	22,690	3,216	4,755		1,428		\$10.00				
4th Qtr	24,721	3,584	4,010		719		\$10.03				
2016 Qtr Results											
1st Qtr	45,506	4,790	6,194		1034		\$9.51				
2nd Qtr	26,890	3,592	6,340		1,761		\$7.36				
3rd Qtr	18,920	2,634	3,221		1,109		\$8.91				
4th Qtr	21,720	3,071	7,670		813		\$11.17				

**4th Quarter Items:**

- Projects Completed: Renovation of Flight Cages Stage One and Two Completed
- Projects In Progress: Mulching Pineland Nature Trail, Discovery Center Renovations, Renovation of Flight Cages Stages Three and Four
- Special Projects: Water Bird Exhibit Renovations, Wildlife Hospital Recuperation Enclosures  
Outdoor Rehab and Recovery Enclosures

**4th Quarter Special Events and Appearances:** ABC, CBS, NBC, 97.9 WRMF, Halloween Events and Night Walks

- Metric: Explanation
- Gift Shop: Majority of the purchasing for the giftshop is conducted during the 3rd and 4th Quarters of the year.
- Animal Care: 2nd Quarter is "Baby Season". Always have more animals than usual.
- Financial: Annual Fundraising occurs in December and many contributions are received in 1st Quarter of each year.



# Friends of the Loxahatchee River January 2017



## River Center Summary Statistics

Year Month	General Visitors	Program Visitors	Outreach	Gift Shop	Donations	Memberships	Sponsors	Education Programs	River Center Programs	Special Events	Volunteer Hours
2015-12	1078	277	51	\$2,749	\$663	\$250	\$8,460	\$82	\$210	\$186	149
2016-01	1083	606	348	\$1,083	\$496	\$150	\$2,410	\$93	\$4,065	\$679	158
2016-02	1178	295	2088	\$1,237	\$501	\$250	\$5,060	\$41	\$4,655	\$963	126
2016-03	1928	478	528	\$1,428	\$1,167	\$360	\$6,200	\$677	\$7,271	\$3,375	205
2016-04	1256	472	138	\$679	\$548	\$150	\$5,705		\$1,010	\$13,433	239
2016-05	1072	588	7	\$978	\$304	\$225	\$4,349	\$495	\$3,974	\$701	121
2016-06	2274	1085	466	\$1,939	\$781	\$125	\$348	\$3,420	\$2,410	\$1,125	592
2016-07	2076	667	199	\$2,298	\$748		\$4,400	\$3,294	\$3,162	\$810	681
2016-08	1559	318	287	\$1,377	\$619	\$225	\$1,683	\$728	\$40		387
2016-09	950	213	97	\$530	\$716	\$125	\$983	\$184		\$50	125
2016-10	1258	433	1038	\$638	\$485	\$50	\$2,233	\$55	\$215	\$1,040	160
2016-11	1058	337	141	\$865	\$377	\$75	\$6,498	\$154		\$933	160
2016-12	1129	457		\$1,500	\$435	\$200	\$13,583	\$92	\$585	\$1,762	161



### **River Center General**

The River Center received a new resident in December – a juvenile corn snake. “Sammy” was a gift to the River Center by our Volunteer of the Month, Jackson Isham. Jackson wished to have his own snake but is not able to keep one at home. So his family donated a snake to the River Center so that Jackson could enjoy caring for him when he is here volunteering. Sammy is a beautiful, native snake and will be used for education programs, tours and outreach events.

### **Friends of the Loxahatchee River**

No Friends of the Loxahatchee River meeting in January.

### **Special Programs**

#### **Volunteer Appreciation Event**

On Friday, December 2<sup>nd</sup> the Loxahatchee River District volunteers, which dedicate their time, energy, and resources to the WildPine Lab and the River Center, were honored for their service at the 2016 Volunteer Appreciation Event. Volunteers and their guests enjoyed dinner, drinks, music, awards and fun times with friends. The entire Loxahatchee River District family would like to thank our volunteers for their outstanding support and dedication to the River Center and WildPine Lab. We couldn't do it without them!



### Fish Like a Girl: Girl Scout Eco-Action Workshop

The River Center hosted its 3<sup>rd</sup> Fish Like a Girl Eco-Action Girl Scout Workshop on Saturday, December 10<sup>th</sup>. We had 43 Junior, Cadettes, Seniors, and Ambassadors come to participate along with 19 of their parents and leaders. We could not have done these special programs without the help from our volunteers from Florida Atlantic University, Florida Fish and Wildlife Conservation Commission and Society of Woman Engineers.



We were able to provide a day filled with fishing 101; from habitat activities to knot tying, casting practice to fish dissections, all topics were covered in order to prepare the girls for fishing. After the morning activities the girls got to test their newly acquired knowledge and skills while fishing. Thank you to Fish Florida who provided each girl with a new pole and tackle box to take home. We would like to especially thank the ERM Foundation and Pratt & Whitney for their continued support and dedication to the River Center's Eco-Action Girl Scout Workshops. Today we fished like girls!

### Cypress Creek Kayak Tour

To kick off the winter break, the River Center lead a kayak tour to Cypress Creek South Natural Area on Friday, December 23<sup>rd</sup>. This kayak tour led seven guests through a restored natural area directly west of



Riverbend Park where the water flows directly into the Wild and Scenic Northwest Fork on the Loxahatchee River. This is a new and exciting experience that we can now offer because this site was opened to the public earlier this month. We saw otters, jumping fish (probably mullet), herons, and hawks.

### Emma Hirst JERFSA Presentation

On Thursday, December 8<sup>th</sup> longtime volunteer and graduating senior at Jupiter High School presented her senior project for the Jupiter Environmental Research and Field Studies Academy. Seniors are expected to create, design, and facilitate a senior



project that they individually complete as a requirement for graduation. Emma contacted us last summer that she wanted to create a poster for the River Center about run off, community and household influences that can potentially harm the Loxahatchee River watershed. After she completed the poster, Emma agreed to present her topics during an environmental education class. She had a PowerPoint, group discussions and a hands-on activity. Emma is also going to help facilitate alongside River Center educators on a field trip to the LRD wastewater treatment facility in January.

### Special Storytime

On Thursday, December 22nd the River Center hosted a special Winter Story Time. Our theme for this month was "Frozen" so, of course, our stories included our favorite reindeer Sven and the warm, hug-loving snowman, Olaf. Over 24 of our preschoolers and parents attended this program and celebrated time with family during this winter break. After our stories and touch tank activities, guests were invited to play in the classroom with different discovery tables, craft snowflakes and design other exciting winter crafts.





### **Fishing Clinic**

On Wednesday, December 28<sup>th</sup>, 35 children and parents attended our River Center Family Fishing clinic conducted at Burt Reynolds Park. The program began with a classroom session lasting about 45 minutes, discussing fishing regulations, knot tying, various forms of tackle, and fish identification. Before heading down to the water, we discussed the importance of safety while fishing and considered potential hazards if these rules were neglected (i.e. holding the fishing pole vertical by your side, being aware of your surroundings when casting and hooks). Participants also tested their casting skills before heading

out to the docks. It was a truly a beautiful day to be outdoors.

### **Craft-a-Palooza**

On Thursday, December 29<sup>th</sup>, the River Center held our winter crafting event. With various crafts set up around our classroom, there was no limit to what the kids could make. From snowflakes to bead bracelets, paper crowns to coloring their own creations, there were crafts for visitors of all ages to create. Participants from our Thursday morning story time, as well as other morning visitors, spent the majority of their time at the center creating at our Craft-a-palooza!



**Volunteer of the Month:** The River Center would like to acknowledge Jackson Isham as our Volunteer of the Month! Jackson started volunteering in July 2016 and has quickly completed more than 116 hours of



community service. Jackson is a staple volunteer on Saturdays and helps with animal care, campfire events and our touch tank. Jackson is a student at St. Marks School and has become very interested in fish identification and Florida reptiles. Jackson is reliable, hardworking, and enjoys interacting with guests, especially young children, telling them all about the different animals in our aquariums. Jackson and his family have also donated, Sammy, a new Corn Snake to the River Center for Christmas. On behalf of the entire River Center family we would like to thank Jackson for his commitment and we are looking forward to his continued involvement as a volunteer.

**Friends Membership** – 59 active members; 6 new/renewals; 42 current sponsors

**Annual Sponsors Recognition** – Pratt & Whitney, Jupiter Inlet District, Pat Walker, Howard Family Foundation, Lee & Jenny Owens, Richard Pase, Wolverine Ventures



## ***Upcoming River Center Events***

RSVP at [rivercenter@lrecd.org](mailto:rivercenter@lrecd.org) or 561-743-7123

**January 20, 2017 – 6:00-8:00 pm:** Loxahatchee by Night Campfire: Finding Dory!! Help us find Dory at our family-friendly January campfire. Be on the lookout for hidden Dory's around the center, create your own fishy crafts in the classroom, and don't forget the s'mores! Don't miss out on this unforgettable event! We suggest bringing bug spray, closed toed shoes, and flashlights. Suggested donation: \$20/family; \$5/person. RSVP requested.

**February 2 – 4:00-6:00 pm:** Sunset Kayak Tour at Pine Glades Natural Area. RSVP required. Cost is \$20 per person.

**February 3 – 12:00-1:00pm:** Friends of the Loxahatchee River: Join the River Center in welcoming Sara Ayers-Rigsby from the Florida Public Archaeology Network. Prior to the lecture a light lunch will be served. Please RSVP to attend.

**February 11, 2017 – 8:30am-4:30pm:** About Boating Safely: Registration will take place promptly at 8:00, the morning of class. Please register online now! [www.tiny.cc/boatsafe](http://www.tiny.cc/boatsafe).

**February 17, 2017 – 6:00-8:00pm:** Loxahatchee by Night Campfire: FEAR FACTOR!!

### **March 4 – 7:00 pm: Night on the Loxahatchee: Our River Life**

Sit back and enjoy a relaxing evening of cocktails, "fish tales", live steel drums and local lore from our very own Jupiter Mayor Todd Wodraska while we celebrate the past and look to the future. A photo montage from local residents on the Loxahatchee River will make this a personal experience and a Night to Remember! **Advance Tickets - \$60.** RSVP today! [www.tinyurl.com/2017NOL](http://www.tinyurl.com/2017NOL).

# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458

Telephone (561) 747-5700 • Fax (561) 747-9929 • [www.loxahatcheeriver.org](http://www.loxahatcheeriver.org)



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

## MEMORANDUM

**TO:** Governing Board  
**THROUGH:** D. Albrey Arrington, Ph.D., Executive Director  
**FROM:** Jocelyn O'Neill, Environmental Education Manager  
**DATE:** January 6, 2017  
**SUBJECT:** Forever Endowment Challenge / Loxahatchee Legacy

In December 2016, Friends of the Loxahatchee River (Friends) was invited to apply for a \$25,000 grant through the Community Foundation of Palm Beach and Martin Counties' Forever Endowment Challenge. Successful grantees will receive \$25,000 from the Community Foundation with a requirement to provide a matching \$25,000 to start an endowment fund at the Community Foundation. I submitted a proposal on behalf of Friends and expect to be informed if we received the award in April 2017. If awarded, matching funds are due in June 2017.

Friends of the Loxahatchee River currently maintains over \$128,000 in cash reserves, which is equivalent to one year of operating expenses at our current budget. To meet the matching funds requirement, the Friends Board of Directors would need to approve moving cash reserves of \$25,000 to the endowment.

You may have heard by now that Friends of the Loxahatchee River is actively engaged in a "Loxahatchee Legacy" Endowment Challenge. Members and patrons are encouraged to contribute to the endowment challenge with the goal of raising an additional \$25,000. If successful, Friends would start the Community Foundation endowment with a balance of \$75,000! This is an excellent opportunity to diversify our funding sources.

No action is required at this time; however, Albrey and I welcome your feedback on any aspect of the endowment challenge. Of course, we also would appreciate assistance in promoting our "Loxahatchee Legacy" Endowment Challenge.

At a future meeting, I expect to seek approval:

1. if awarded Forever Endowment Challenge Grant, to move \$25,000 from Friend's cash reserves to a Friend's endowment with the Community Foundation, or
2. if not awarded the grant, to consider moving \$50,000 from cash reserves to a Friend's endowment with the Community Foundation.

Stephen B. Rockoff  
Board Member

Dr. Matt H. Rostock  
Board Member

Gordon M. Boggie  
Chairman

Harvey M. Silverman  
Board Member

James D. Snyder  
Board Member

# Director's Report

- Admin. & Fiscal Report attach. #1
- Engineering Report attach. #2
- Operations Report attach. #3
- Information Services Report attach. #4
- Other Matters attach. #5

# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458-8964

Telephone (561) 747-5700 • Fax (561) 747-9929 • www.loxahatcheeriver.org

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



## Memorandum

To: Governing Board  
 From: Kara Peterson, Director of Finance and Administration  
 Date: January 13, 2017  
 Subject: Monthly Financial Report

### Balances as of December 31, 2016

#### Certificates of Deposit:

Institution	Original Term	Maturity	Rate	Amount
FL Community Bank	18 Months	02/28/17	0.75%	2,039,840
FL Community Bank	18 Months	02/28/17	0.75%	2,039,840
TD Bank	3 Years	06/02/17	0.92%	2,048,088
TD Bank	3 Years	08/04/17	1.19%	1,029,091
TD Bank	4 Years	08/19/17	1.40%	2,096,560
TD Bank	2.5 Years	03/02/18	1.11%	2,029,765
TD Bank	3 Years	05/22/18	1.14%	2,037,115
Bank United	1.5 Years	07/26/18	1.15%	2,009,953
TD Bank	5 Years	08/19/18	1.87%	2,129,985
TD Bank	5 Years	04/29/19	1.88%	1,577,353
TD Bank	5 Years	09/22/19	2.09%	2,097,381
<b>Subtotal</b>				<b>\$ 21,134,971</b>
<b>Other:</b>				
FL Community Bank - Public Demand			0.86%	\$ 7,603,235
SunTrust-Business Account			0.35%	3,647,151
<b>Subtotal</b>				<b>\$ 11,250,386</b>
<b>Total</b>				<b>\$ 32,385,357</b>

Average weighted rate of return on investments is: 1.08%

As of 12/30/16:

3 month Short Term Bond: 0.51%

1 month Federal Fund Rate: 0.55%

Cash position for December 2015 was \$32,536,481. Current Cash position is **down** by \$151,124.

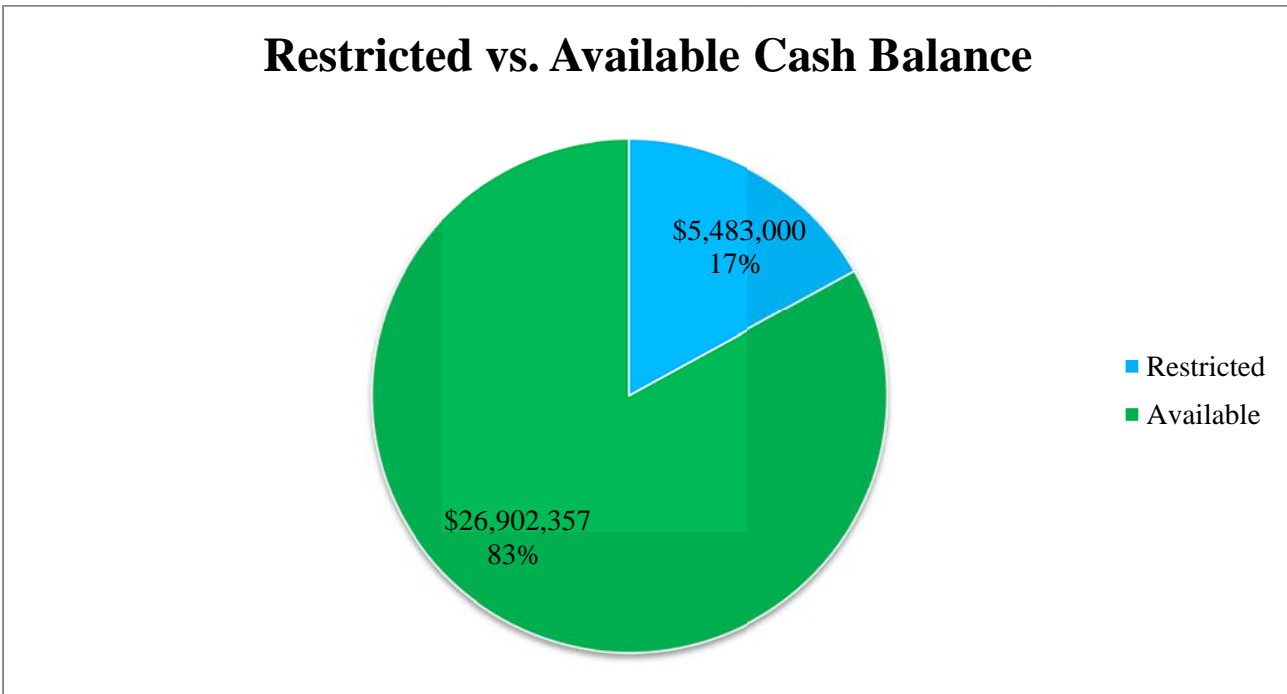
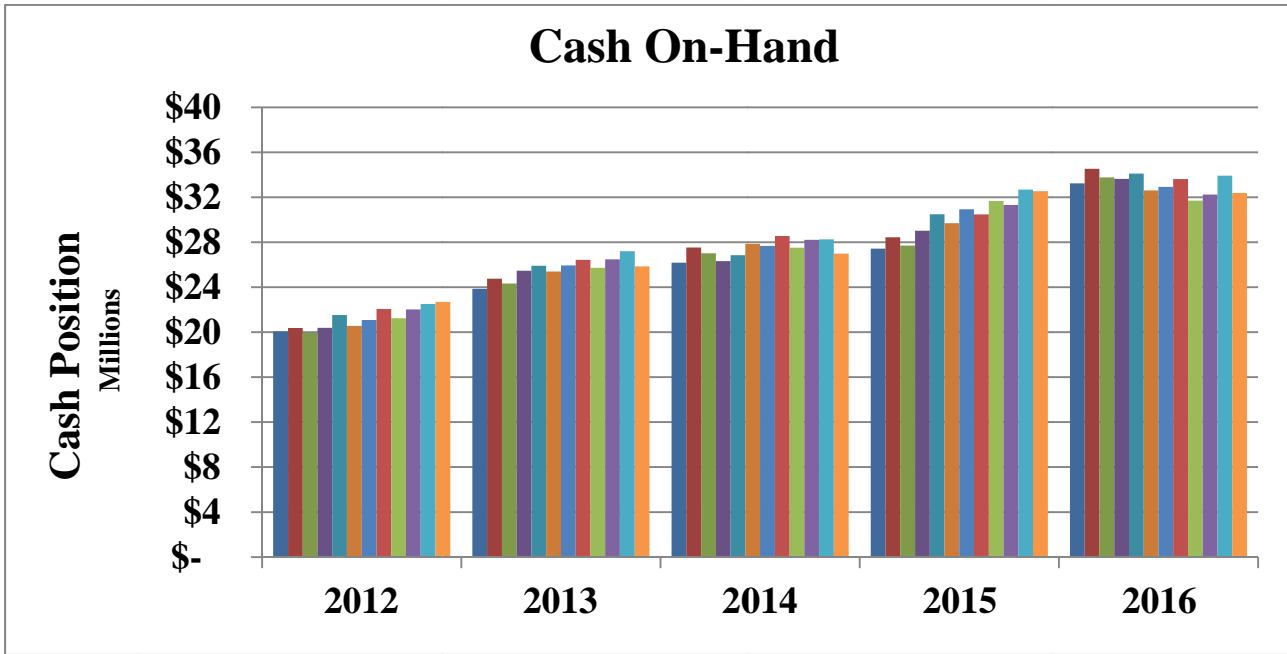
Stephen B. Rockoff  
Board Member

Dr. Matt H. Rostock  
Board Member

Gordon M. Boggie  
Chairman

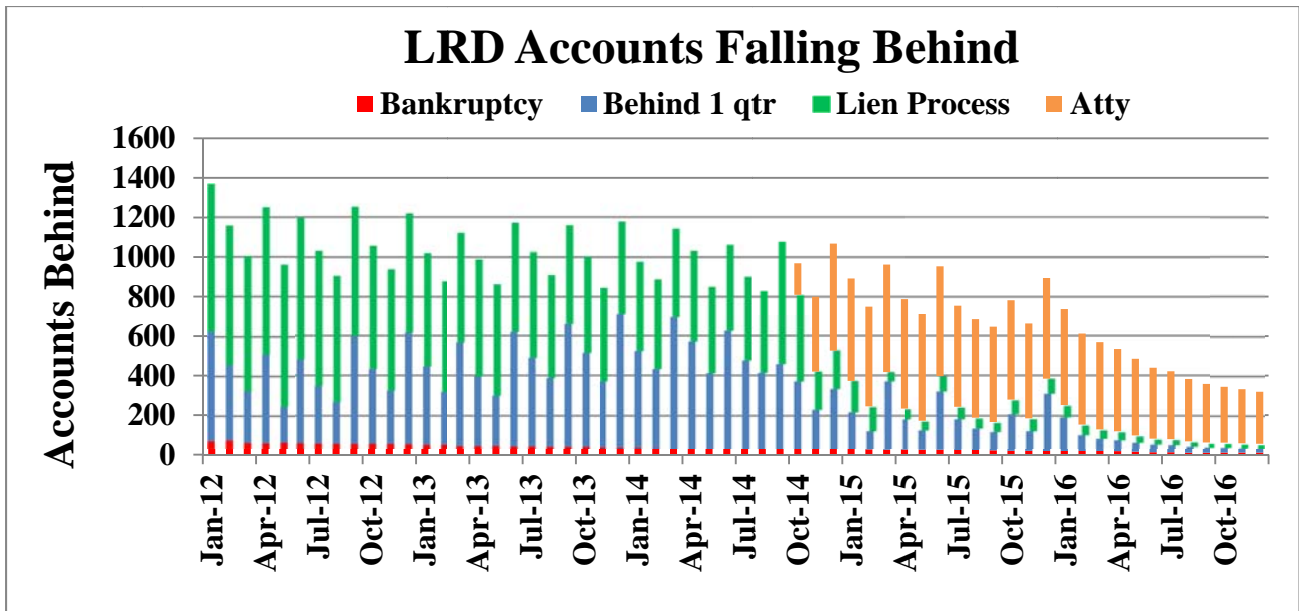
Harvey M. Silverman  
Board Member

James D. Snyder  
Board Member



**Accounting:**

- Legal fees collected for the month of December were \$7,922. The fiscal year-to-date total is \$30,981.
- Septage billing for December was \$312; the fiscal year-to-date total is \$1,524. All septage accounts are current.
- Developer’s Agreement – There were no new Developer agreements in December.
- I.Q. Water Agreements – the Loxahatchee Club is past due for November and December; Fairways of Jupiter, Island at Abacoa, and the Loxahatchee Club HOA are past due for December.
- Estoppel fees collected in December totaled \$5,950. The fiscal year-to-date total is \$16,675.
- Accounts in Bankruptcy – 11; Accounts in ‘Prior to Lien Process’ – 25; Lien – 19 Accounts; Attorney – 263 Accounts; Mortgage Foreclosure (active) – approximately 4.



Due to the transfer of seriously delinquent accounts from the Attorney to the District, no new liens have been filed since April 2016.

# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458

Telephone (561) 747-5700 • Fax (561) 747-9929 • [www.loxahatcheeriver.org](http://www.loxahatcheeriver.org)



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

## MEMORANDUM

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

FROM: Kris Dean, P.E.  
Director of Engineering Services

DATE: January 12, 2107

SUBJECT: Director's Report - Engineering Division  
January 2017 Board Meeting

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### Developer Projects

Staff were active on 8 Developer projects including the following activities.

Plan Review: Staff performed plan reviews for the following projects.

*None*

Construction: Staff performed construction inspections, shop drawing review, RFI responses and/or attended preconstruction meetings for the following projects.

*Tanah Keeta:* Boy Scouts of America project that adds two bathhouses to the Tanah Keeta facility.

*Bella Villaggio:* This project includes a new gravity system to serve 16 units in a multi-family development located off County Line Road.

*Sonoma Isles Residential Phase 2B, 3 and 4:* This phase of the project provides a gravity collection system to serve approximately 17 residential units and complete the loop road gravity system. This project was formerly known as Lakewood and Parcel 19.

*Institute for Healthy Living:* A gravity sewer system to serve a new medical facility located off Central Boulevard in Abacoa. This system connects to the District's existing system at Lift Station 250.

*Inlet Restaurant:* At the old Charlie's Crab House location a new 350 seat restaurant. This project included abandonment of a small portion of the District's system.

Stephen B. Rockoff  
Board Member

Dr. Matt H. Rostock  
Board Member

Gordon M. Boggie  
Chairman

Harvey M. Silverman  
Board Member

James D. Snyder  
Board Member

Final Completion: Staff performed final completion activities to include final inspections, record drawings review and punch lists.

*The Bluffs Marina:* This project included a private grinder pump station and connection to the District's existing onsite gravity system to serve a new Dock Master House at the Marina.

*Jupiter Country Club Pod D, Phase 2:* This project includes a new gravity system to serve 30 lots located in Jupiter Country Club located off Indiantown Road.

One Year Inspections: Staff performed one year warranty inspections on the following project.

*Jupiter Country Club Pod D, Phase 1:* This project includes a new gravity system to serve 39 lots located in Jupiter Country Club located off Indiantown Road.

### **Capital Projects**

Staff were active on 28 Capital and/or Utility projects including the following activities.

Design/Bid: Staff are currently in the design or bidding phase for the following projects.

*US1 Force Main Abandonment – Waterway Road to County Line Road:* We have determined an alternate to the force main replacement approved by the Board in June. The alternate entails abandonment of the existing force main in US 1 from Schrimshaw to Waterway, connection of the low pressure system from Harbor Road South to Harbor Road North to the gravity system for LS 061 and connection of LS 068 to the force main at LS 061. This will result in abandonment of approximately 4,000 LF of force main in FDOT right of way. This alternate design will be fully functional and will be significantly lower cost than the earlier approach approved by the Board.

Designs are complete and the project is in permitting with the FDOT, PBC Health Department, Village of Tequesta and PBC Land Development.

*Lift Station Rehabilitations for 2017:* Rehabilitation of lift stations 16, 35 and 105. This project bid on January 10, 2017. The Engineer's recommendation of award is included in Tab D of this month's notebook.

*Lift Station 114 Rehabilitation:* Upgrades and rehabilitation of lift station 114. This station is a re-pump station serving the A1A corridor from Olympus through Juno Beach. Staff are finalizing the site plans and working on the technical specifications for the control panel, emergency generator and telemetry systems. It is anticipated that this project will advertise for bids in February.

*Lift Station 242 Emergency Generator:* Installation of a permanently installed standby emergency generator to serve Lift Station 242 which services Independence Middle School, the designated Red Cross Shelter for the Jupiter Area. Bids were received and a contractor has been selected. Delivery of the generator occurred this week. Teco Gas is expected to install the natural gas service by February. The electrical contractor has completed the submittal review and materials are on order.

*Tequesta Drive Low Pressure Sewer System:* Staff are working on a low pressure sewer system design to serve two remnant properties on Tequesta Drive across from Village Hall. Design is



complete and the project is in permitting with the Village of Tequesta and PBC Health Department.

*Lenmore Drive Low Pressure Sewer System:* Staff are working on a low pressure sewer system design to serve six remnant properties on Lenmore Drive at the north end of Palm Wood Drive. Design is complete and the project is in permitting with the PBC Land Development and the PBC Health Department.

*Shay Place Low Pressure Sewer System:* Staff are working on a low pressure sewer system design to serve 11 properties on Shay Place off Seabrook Road in Tequesta. This project is part of our neighborhood sewerage program.

Construction: Staff provided construction inspection and engineering oversight for the following projects.

*Hibiscus Avenue:* This project provides gravity sewers to 10 existing homes on Hibiscus Avenue in Juno Beach. The NTP was issued on January 9, 2017. All submittals have been approved including maintenance of traffic plans through the Town of Juno Beach. The contractor anticipates mobilization on January 18, 2017 and completion in March.

*Lift Stations 62 and 94:* Contracts to complete lining for these two areas were included in November's board notebook. Staff are scheduling with Layne Inliner and LMK to complete the work.

*Lift Station Rehabilitations for 2016:* Staff completed the one-year inspection for this project and are waiting on the contractor to mobilize and complete the punch list.

Consultant Projects:

*Master Lift Station Rehabilitation* This project is for the rehabilitation for the Master Lift Station located just east of Pennock Ln and Indiantown Rd. The project will include pump replacement, piping modifications, bypass facilities, isolation valves coatings and emergency generator replacement. A kick-off meeting was held in October, the consultant is currently working on 30% plans.

*Alternate A1A Subaqueous Crossing Replacement:* This portion of the project includes piping up to the aerial bridge crossing at the Loxahatchee River and Alternate A1A. The consultant has been coordinating with existing utilities and is currently working on 60% plans.

*Jupiter Inlet Colony Neighborhood Rehabilitation:* This project provides a gravity collection system and lift station to serve the approximate 240 homes and town facilities located in Jupiter Inlet Colony. The water main was placed into service in December and the gravity sewer installation has started in earnest.

*Maplewood Drive Force Main:* This project installed a new back up force main from LS 21 to the force main in Indian Creek Parkway. Construction is complete and the force main is being tested with the new system.

*Turtle Creek Phase 1:* The project has been awarded. Construction is tentatively scheduled to commence in early 2017 immediately following completion of the Hibiscus Avenue Gravity Sewer System project. Staff attended a preconstruction meeting for this project earlier this

month.

*Turtle Creek Sub-Phase 4:* This project provides low pressure sewer to the northwest portion of Turtle Creek and includes service to 52 homes. This project advertised in January 2017. Bids are schedule to be opened on February 7, 2017.

*Alternate A1A/Damon Bridge Water Main Replacement and Force Main Installation:* This project includes installation of a new 16” force main on the Damon Bridge to replace the existing 24” force main subaqueous crossing of the Loxahatchee River. The Town of Jupiter held a bid opening on December 6, 2016. No bids were received. The project is currently out for re-bid.

*Loxahatchee River Road IQ Main Replacement and 4” Force main Installation:* A project to replace a 16” aerial crossing along Loxahatchee River Road. The project is currently in for permit revisions from FDEP and PBC Land Development to add a 4” waste water force main to the project as part of the final extension of the Districts waste water force main system along Loxahatchee River Road.

*Whispering Trails Neighborhood Sewer System:* This project provides a gravity sewer system to provide serve 181 lots in the Whispering Trails Subdivision off of Loxahatchee River Road. Staff attended a kick-off meeting and the consultant is currently working on 30% plans.

*Imperial Woods Neighborhood Sewer System:* This project will provide sewer service to 47 homes in Imperial Woods. Staff completed conceptual layouts and cost estimates and attended a board meeting with Imperial Woods HOA.

### **Other Utility Projects**

These projects include plan review, coordination and inspections associated with other utilities such as the Town of Jupiter, Village of Tequesta, Town of Juno Beach, Palm Beach County and Martin Co.

*Pine Gardens South:* A Town of Jupiter project that provides storm system upgrades in the Pine Gardens South development.

*North Jupiter Water Main Improvements:* A Town of Jupiter project to replace AC water mains in the north Jupiter area.

*Waterway Park:* A new boat ramp facility on the Intracoastal and Indiantown Road.

*Burt Reynolds Park:* Burt Reynolds Park West is being renovated. Renovations include demolition of the old Chamber of Commerce building and reconfiguration of parking to add additional spaces and streamline the flow of boat trailer traffic.

*Toney Penna and Old Dixie Hwy:* A PBC project to improve the intersection. Minor adjustments to existing District facilities are required.

*Riverside Drive Paving:* A Town of Jupiter project to repave Riverside Dr from Alt A1A to River Terrace.

*SR 5 from Beach Road to County Line Road:* An FDOT project to repave and reconfigure a portion of SR 5 (US 1) from Beach Road to County Line Road. Staff are coordinating with the FDOT for adjustments and replacement of District facilities to accommodate the revised right of way. This project is in

conjunction with the US 1 Force Main Abandonment project noted above.

*Riverbend Park:* A PBC project to upgrade park facilities. The project includes to PBC owned and maintained lift stations with a connection to the District's 6" force main in Indiantown Road.

### **Construction**

Staff were involved in various projects including the following activities.

*Gallery Square:* Staff corrected a leaking hammer tap on a vitrified clay sewer main in Gallery Square.



Before



After

Before photo shows the concrete plug poured around the hammer tap that had failed and created a sink hole in the parking lot. The after photo shows the new PVC connection with rubber adapter couplings to the existing pipes.

### **Collections/Reuse Departments:**

Staff performed all monthly assigned preventative maintenance work order tasks.

#### *Lift Stations :*

Staff completed PMs, cleanings, inspections and evaluations on lift stations and associated underground assets including Lift Stations 1, 7, 10, 11, 15, 19, 20, 22, 32, 34, 43, 63, 71, 75, 76, 124, 133, 140, 155, 162, 170, 172, 174, 191, 192, 200, 226, 231, 233, and 300.



Vaccon crew performing annual gravity main line cleaning on Roger Dean Stadium interior complex.



Vac con crew performing street clean up after road side force main repair

*Low Pressure:*

For the reporting month of December two new low pressure systems came online in the low pressure system.

*General:*

Collection staff coordinated a system wide shutdown allowing Construction staff access to the headworks for installation of sluice gates on the existing bypass channel. This shutdown also allowed Kirlin (Deep Bed Filter contractor) access to Filter Dosing Pump Station No. 1 for scheduled work associated with the Deep Bed Filter project.



*Collections crews preparing to perform inspection, evaluation and preventative maintenance on a lift station.*



*The new ATS for Lift Station 242 was delivered.*

*Reuse:* Staff completed all assigned PM work orders that are associated with the entire Distribution system of Golf course customers and Abacoa Development and data input and approval.

**Below:** District hired certified diver to plug a backwash pipe that discharges to golf course lake from IQ 518



District Construction crew performed repair to failed 45 degree pipe bend after pipe plugged in lake and strainer system isolated



**Below:** District Electrician/Instrumentation Technician wiring in new spare electric actuator at IQ 516



Picture below shows newly installed actuator along with the stainless steel FCV(flow control valve)



\*During reporting month, there was no major systems interruption in Collection/Transmission/Reuse systems that caused emergency or systems to not operate normally.

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# Loxahatchee River District

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

## MEMORANDUM

TO: Albrey Arrington, Executive Director

FROM: Tom Vaughn, Director of Operations

DATE: January 6, 2017

SUBJECT: Operations Department Monthly  
Report for December 2016

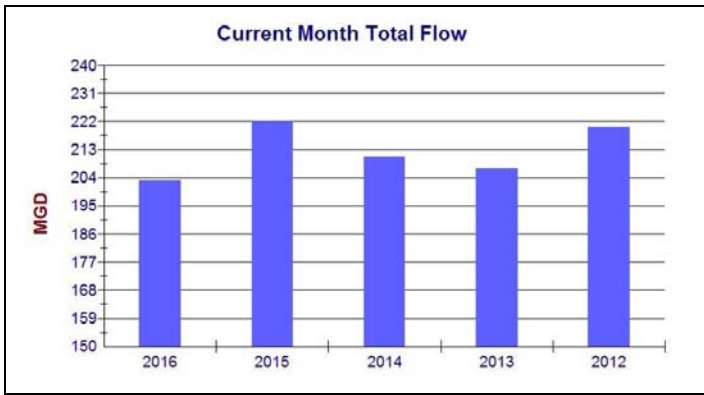
### Treatment Plant Division

Some of our more experienced operators are taking an initiative in training our newer staff on operating the plant. It's great to see them sharing their many years of knowledge in running the plant by instructing the next generation of District operators on handling emergency situations. This is just one of the many reasons that the District has such a strong Operation's Department that is able to perform proficiently and expertly.

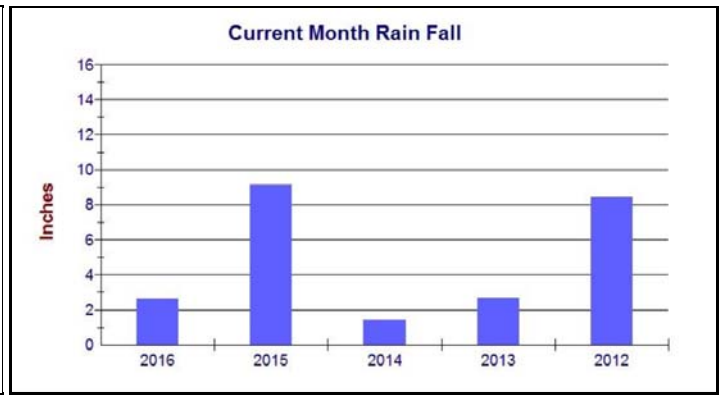


**We have had another great month of no Permit exceedances.**

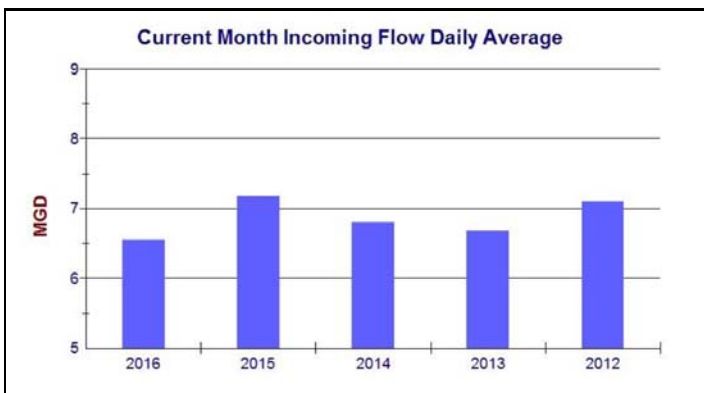




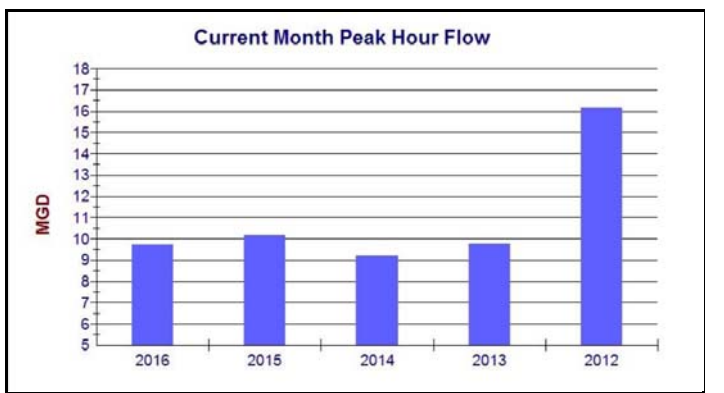
The plant total flow for the month of December was 203.07 million gallons.



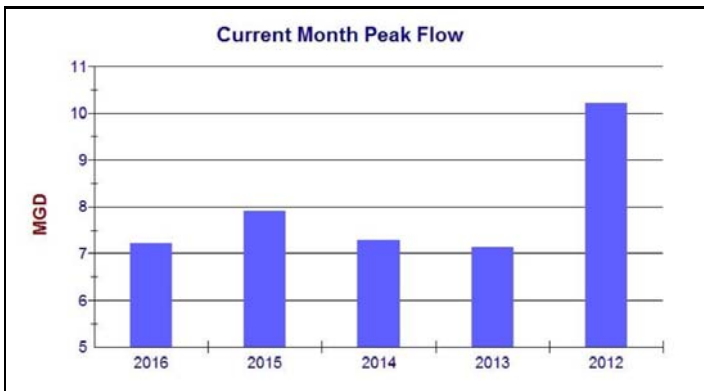
2.64 inches of rainfall were recorded at the plant site during the month of December.



The treatment plant incoming flow for the month of December averaged 6.55 MGD compared to 7.17 MGD one year ago for the same month.

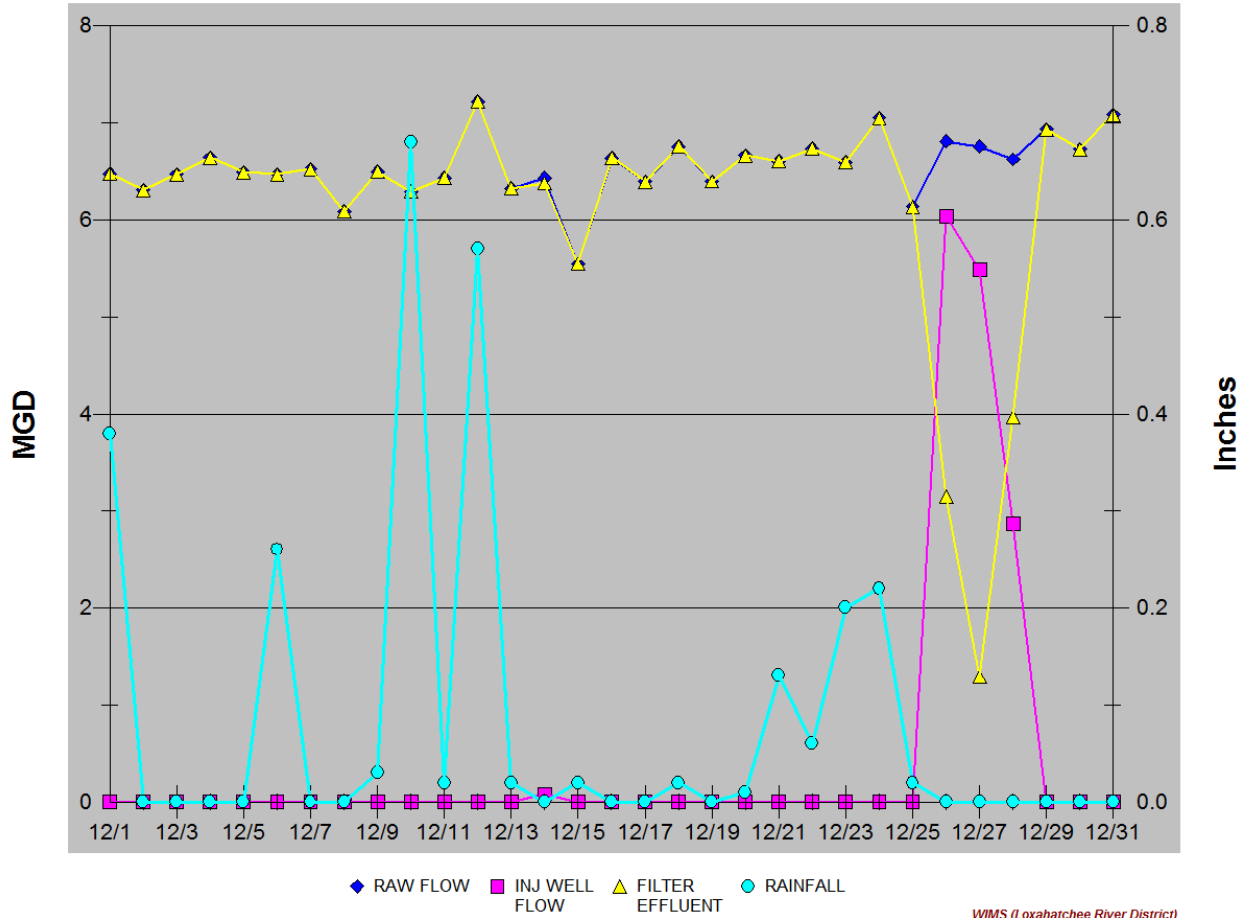


The peak hourly flow rate in December was 9.73 MGD.



The greatest single day average flow in December was 7.21 MGD.

The plant received 203.07 MG of influent flow of which 191.24 million gallons were sent to the IQ storage system where they were dispersed as needed to the various golf courses and the Abacoa development sites. We received 2.64 inches of rain during the month and 14.47 million gallons of blended effluent was diverted to the Injection Well. Overall, 94.17% of incoming flows was recycled for IQ use and the plant delivered 186.75 million gallons of IQ water to the Reuse customers.



WMS (Loxahatchee River District)  
DR-Plant Flows and Rain Fall

For the year 2016, the plant recycled 64.98% of all incoming flow and the total amount of IQ water delivered to reuse customers stands at 1,672.12 million gallons.

All required monthly reporting has been submitted on time.

**Safety / Compliance**

**SAFETY TRAINING.**

Safety training for the month of December covered the OSHA standard 1910.22 (a) "Good Housekeeping".

Good housekeeping is essential to maintaining a safe and healthy work environment.

By eliminating clutter and debris, District employees reduce the risk of trips and falls as well as fire hazards.

A work area free from unnecessary obstructions improves productivity, saves space, and boosts morale.

A facility with good housekeeping reflects a well-run organization.

DEP inspections of the Loxahatchee River District have found a culture of good housekeeping throughout our facility.

Keeping our standards for cleanliness at a very high level has made us stand out as a shining example of how a facility should be maintained.



The training and equipment District personnel receive, allow them to complete their tasks in a safe manner, and return to their loved ones at the end of the day.

In 2017 we will continue on the path of training excellence.

The District has no lost time to report for the month of December.

The Safety & Compliance Department would like to announce one full year with no lost time due to accident or injury.

## Maintenance

**BELOW.** Maintenance is in the process of installing a patch over a worn section of the Vac Con. These repairs are conducted in-house saving the District time and money.



**BELOW.** Maintenance is conducting the annual cleaning of the Equalization tanks. This is the first time we have entered the tanks after several improvements have been completed to head works. The cleaning took only half the time of last year's cleaning. The rags and solids content was significantly less than we have ever experienced. This is the lowest point of the tanks and, as shown in the pictures, it's clean. We would like to thank all of the departments that assisted in the prompt cleaning.



## **Tidbits from Tom**

*December: Happy Holidays*



*A Parable of Patience and Persistence:*

### **Four Seasons of a Tree**

Unknown Author

There was a man who had four sons. He wanted his sons to learn not to judge things too quickly. So, he sent them each on a quest, in turn, to go and look at a pear tree that was a great distance away. The first son went in the winter, the second in the spring, the third in summer, and the youngest son in the fall. When they had all gone and come back, he called them together to describe what they had seen. The first son said that the tree was ugly, bent, and twisted. The second son said no, it was covered with green buds and full of promise. The third son disagreed; he said it was laden with blossoms that smelled so sweet and looked so beautiful, it was the most graceful thing he had ever seen. The last son disagreed with all of them; he said it was ripe and drooping with fruit, full of life and fulfillment. The man then explained to his sons that they were all right, because they had each seen but only one season in the tree's life. He told them that you cannot judge a tree, or a person, by only one season, and that the essence of who they are and the pleasure, joy, and love that come from that life can only be measured at the end, when all the seasons are up. If you give up when it's winter, you will miss the promise of your spring, the beauty of your summer, fulfillment of your fall.



*Happy New Year! May it be fruitful.*

**See ya' at the Top – (That's near Cheese Station "N")**

**Tom Vaughn**

**Director of Operations**

# Loxahatchee River District

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

## MEMORANDUM

TO: Albrey Arrington, Ph.D., Executive Director  
FROM: Bud Howard, Director of Information Services  
DATE: January 11, 2017  
SUBJECT: Monthly Governing Board Update for December 2016

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## WildPine Ecological Laboratory

### Riverkeeper Project

District and Town of Jupiter staff collected water quality samples from 30 monitoring sites in December. Water quality was generally good overall. Chlorophyll levels were down this month with a high of 9 ug Chla/L at Station 78 (Southwest Fork at Central Blvd). Nitrogen and phosphorus levels were good as well. We have had two months (November and December) of “GOOD” (low) bacteria levels in the recreational areas of the Loxahatchee River.

We have entered into a new partnership with Jonathan Dickinson State Park (JDSP) to perform required monthly bacteria testing of the swimming area and report the results to the Martin County Health Department. JDSP will use our results to issue swimming advisories to the public. JDSP rangers collect the samples and LRD staff analyzes them for fecal coliforms and *E. coli*. The results were excellent this month. This partnership complements the sampling JDSP staff has done for our RiverKeeper program for more than a decade.

Unfortunately, bacteria levels in the Sims/Jones Creek drainage basins are higher this month with the majority (70%; n=16) of the stations over the “poor” water quality standard, whereas last month only 45% of the samples had “poor” water quality in that region. We have revised the sampling plan to include the upper extent of Jones Creek (JCU) to try and understand that system better. JCU had the highest fecal coliform levels on December 29th (3,800 cfu/100 mL). We also reduced monitoring of some consistently “good” sites in Sims Canal (NPBH, JHS, IC, JV) and added one site at Toney Penna Drive and Sims Canal (TPS).



Dave Porter setting up a batch of samples collected by the Town of Jupiter in Sims and Jones Creeks to analyze for bacteria. He is using a membrane filtration (MF) technique to enumerate fecal coliform and enterococcus colonies. Next month the lab will make the switch from MF method to the Colilert and Enterolert multiple tube fermentation (MPN) method under our new certification.

Stephen B. Rockoff  
Board Member

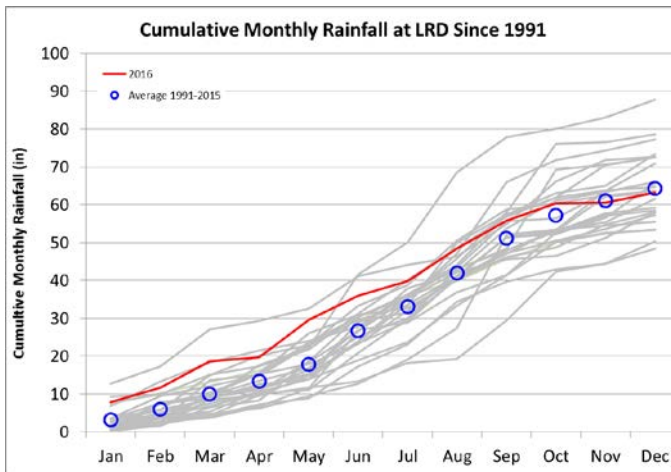
Dr. Matt H. Rostock  
Board Member

Gordon M. Boggie  
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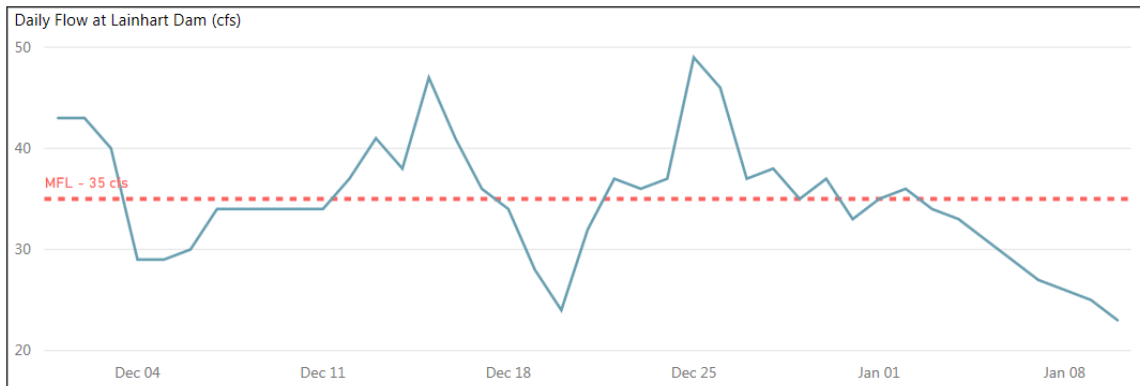
## Hydrologic and Datasonde Monitoring



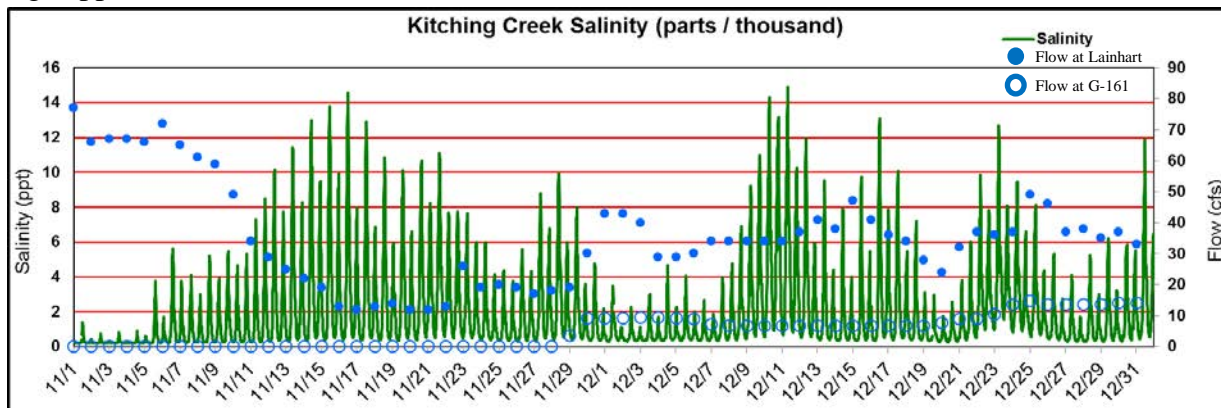
Cumulative graph of annual rainfall measured at LRECD. Blue circles indicate mean accumulative annual rainfall since 1991.

Rainfall totals for 2016 started out as an unusually wet year ending as a near average year. During the month of December, we observed typical average rainfall at the District with monthly total of 2.6". The lack of rain this month brings the cumulative rainfall for the year to 60.5", very near the 25 year mean of 61.0" through December.

Average flow over Lainhart Dam for December was 36 cfs with peak and low flows for the month of 49 and 24 cfs. Throughout the month flows fluctuated around the minimum flow target (MFL) of 35 cfs as water managers made efforts to deliver enough water to meet the target. Since January 1 we have seen a steady decline in flows, well below the MFL.



As a result of the low flows we are measuring high salinities well into the typically freshwater habitats. Salinity at Kitching Creek peaked at over 14ppt during incoming tide, and tidal spikes exceeding 2ppt occurred nearly every tide cycle throughout December. We are monitoring conditions closely and seeking supplemental flows from the SFWMD.



Comparison of salt intrusion up to Kitching Creek (USGS) monitoring station to change in flow over Lainhart Dam control structure. Blue dots represent mean daily flow at Lainhart Dam and blue circles show flow at G-161 control gate.

## Volunteer Water Quality Monitoring Program



The Volunteer water quality scored a solid “A” across the board for December. All of the parameters, except for water clarity at a few sites, were in the “Good” range. Two sites in the lower estuary had substandard water clarity at the beginning of the month, but conditioned improved as seas calmed. Low flows caused salinities to reach the upper end of the “good” range and into the “fair” range for most sites. Increased salinities also correspond with higher pH levels.

## Information Technology

### Computerized Maintenance Management System (CMMS)

IT staff have begun training District staff in the use of the new CMMS. The District staff serve a variety of roles and responsibilities (including warehouse, day and night plant operations, collections, IT, etc.) and will interact with the CMMS in a spectrum of ways. We are taking a slow and steady approach to training and making adjustments to simplify and tailor the program wherever possible.

### Security

Several new security cameras were brought online in December thanks to new infrastructure (power and cabling) installed by our maintenance staff. The District now records imagery from 31 cameras.

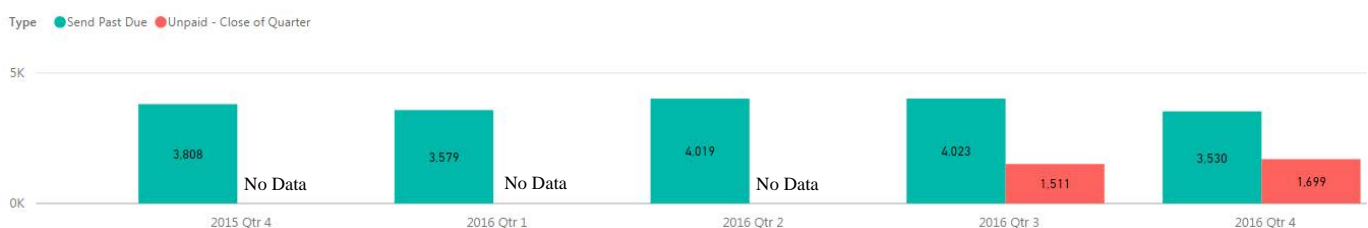
## Customer Service

### Payment Processing

In December, staff closed out the Q4 2016 billing by processing roughly 2,500 late payments totaling over \$256,000 for the month. Staff also made preparations for our Q1 2017 billing that we sent on January 11<sup>th</sup>.

### Unpaid Accounts

Associated with the implementation of our late charge policy in Q3 2016 we are tracking the numbers of past due bills we send, and, more recently, the numbers of bills unpaid at the close of the quarter. Curiously, we saw a 12% drop in past due bills from Q3 to Q4 2016, but only a nominal change from 2015 to 2016. Just over half of the 3,500 customers that received a past due notice paid their bill in December versus roughly 62% in Q3 2016. The encouraging news is that 95% of our 31,500 customers pay on time each quarter. We will continue to monitor these patterns over time using our new automated analytics tools.





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

## MEMORANDUM

TO: Governing Board  
FROM: Administration Staff  
DATE: January 11, 2017  
SUBJECT: Consultant Payments

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

	<u>Prior Month</u>	<u>Fiscal YTD</u>
DeSantis, Gaskill, Smith & Shenkman	\$21,361.70	\$61,056.65
Arcadis	\$0	\$84,453.36
Hazen	\$48,583.16	\$135,133.88
Holtz	\$13,837.80	\$40,858.30
Mathews	\$13,035.42	\$23,502.03

Should you have any questions in regard to these items, please contact Kara Peterson concerning the attorney's invoice, and Clint Yerkes concerning the engineers' invoice.

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Stephen B. Rockoff  
Board Member

Dr. Matt H. Rostock  
Board Member

Gordon M. Boggie  
Chairman

Harvey M. Silverman  
Board Member

James D. Snyder  
Board Member



# Future Business

## Neighborhood Sewering:

- Hyland Terr. (all areas) – Final Assessment

## Other:

- Litigation Procedures
- Alt. A1A bridge force main Joint Project Agreement
- Insurance
- Rate Study
- Construction Standards Update
- Lift Station 114 Rehabilitation construction contract
- US1 Tequesta Force Main relocation construction contract
- US1 Tequesta Broadview Force Main relocation construction contract
- Turtle Creek Subsystem 4 construction contract
- Odor Control Chemicals