

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

AGENDA REGULAR MEETING #5-2016 MARCH 17, 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 4**
 - C. Additions and Deletions to the Agenda
3. Comments from the Public
4. Status Updates
 - A. Loxahatchee River Watershed **Page 11**
 - B. Loxahatchee River District Dashboard **Page 12**
5. Consent Agenda (see next page) **Page 13**
6. Regular Agenda
 - A. Consent Agenda Items Pulled for Discussion
 - B. Final Audit Fiscal Years 2015 and 2014 **Page 77**
 - C. Chapter 31-10, Rates, Fees and Charges **Page 78**
 - D. PBC Interlocal Agreement-Non Ad Valorem Tax Collection **Page 111**
7. Reports (see next page) Pulled for Discussion
8. Future Business **Page 163**
9. Board Comments
10. Adjournment

“...if a person decides to appeal any decision made by the Board, with respect to any matter considered at such meeting or hearing, he 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: February 8, 2016

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. Notice of Intent to Assess – Riverside Drive Phase 3 (Resolution 2016-13) **Page 14**
- B. Notice of Intent to Assess – Hibiscus Ave. (Resolution 2016-14) **Page 22**
- C. Notice of Intent to Assess –Ocean Drive (Resolution 2016-15) **Page 30**
- D. Jupiter Plantation Force Main Replacement – to award contract **Page 38**
- E. Palm Beach County Interlocal Agreement (Open Cuts of County Roads) **Page 40**
- F. Polymer Contract piggyback renewal – to authorize renewal **Page 50**
- G. Disposal of Fixed Assets – to approve disposal **Page 51**
- H. Chlorine (Allied Universal) contract – to renew contract **Page 53**
- I. Alternate A1A 16” Sewer Bridge Crossing – to award on-site engineering contract **Page 55**
- J. Alternate A1A 16” Sewer Bridge Crossing – to award off-site engineering contract **Page 60**
- K. Whispering Trails Preliminary Engineering – to award contract **Page 61**
- L. LRD-Busch Restated License Agreement – to renew agreement **Page 62**
- M. Change Orders to Current Contracts – to approve modifications **Page 75**

7. REPORTS

- A. Neighborhood Sewering **Page 120**
- B. Legal Counsel’s Report **Page 123**
- C. Engineer’s Report **Page 127**
- D. Busch Wildlife Sanctuary **Page 132**
- E. Friends of the Loxahatchee River **Page 133**
- F. Director’s Report **Page 142**

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

AGENDA
PUBLIC HEARING #4-2016
MARCH 17, 2016 - 6:55 P.M. AT DISTRICT OFFICES
ALL MEETINGS ARE OPEN TO THE PUBLIC

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

".... if a person decides to appeal any decision made by the Board, with respect to any matter considered at such meeting or hearing, he 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."

A handwritten signature in blue ink, appearing to be 'D. Albrey Arrington'.

Submitted by:
Date: March 7, 2016

data:\admin\board\agendaPH

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



MEMORANDUM

TO: Governing Board

FROM: Recording Secretary

DATE: March 9, 2016

RE: Approval of Meeting Minutes

Attached herewith are the minutes of the Public Hearing and Regular Meeting of February 18, 2016. As such, the following motion is presented for your consideration.

“THAT THE GOVERNING BOARD approve the minutes of the February 18, 2016 Public Hearing and 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

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
PUBLIC HEARING – MINUTES
FEBRUARY 18, 2016

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Chairman Boggie called the Public Hearing of February 18, 2016 to order at 6:56 P.M.

2. ROLL CALL

The roll was called and the following Board Members were in attendance:

Dr. Rostock
Mr. Boggie
Mr. Silverman
Mr. Snyder

3. TO RECEIVE PUBLIC COMMENTS PERTAINING TO THE ROLLING GREEN RD.
FINAL ASSESSMENT.

Mr. Sicbaldi from 13240 Rolling Green Road inquired as to the need for sanitary sewers and the amount of the final assessment.

Dr. Arrington explained that an incorrect calculation had been made when determining the assessment amount and reviewed the revised assessment figures currently before the Board.

Dr. Arrington explained that the Mathews Septic Assessment Study of 2010 only prioritized and ranked neighborhoods to be sewerred, not every individual home. Dr. Arrington also reviewed the “remnant areas” section of the neighborhood sewerred schedule which included the Rolling Green Road area.

4. COMMENTS FROM THE BOARD

No comments from the Board were received.

5. ADJOURNMENT

Chairman Boggie adjourned the Public Hearing at 7:11 P.M.

BOARD CHAIRMAN

BOARD SECRETARY

RECORDING SECRETARY

Ref: #3-2016

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
REGULAR MEETING - MINUTES
FEBRUARY 18, 2016

1. CALL TO ORDER

Chairman Boggie called the Regular Meeting of February 18, 2016 to order at 7:11 pm.

2. ADMINISTRATIVE MATTERS

A. ROLL CALL

The following Board Members were in attendance.

Dr. Rostock
Mr. Boggie
Mr. Silverman
Mr. Snyder

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

Consultants in attendance were Mr. Muniz and Mr. Koroshek from Hazen and Sawyer, Ms. Miranda from Holtz, Mr. Kuehn from Gehring Group, Ms. Diaz and Mr. Maxwell from Rampell & Rampell, Ms. Marshall and Mr. Pugsley from Mathews, and Mr. Shenkman with DeSantis, Gaskill.

B. PREVIOUS MEETING MINUTES

The minutes of the Regular Meeting of January 21, 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 January 21, 2016 Regular Meeting as submitted."

C. ADDITIONS & DELETIONS TO THE AGENDA

Item 5H was deleted.

3. COMMENTS FROM THE PUBLIC

No comments were received.

4. STATUS UPDATES

A. LOXAHATCHEE WATERSHED STATUS

Mr. Howard gave an overview of Martin County's Kitching Creek Central Flow Way Restoration Project.

B. LOXAHATCHEE RIVER DISTRICT DASHBOARD

Dr. Arrington reviewed the District Dashboard.

5. CONSENT AGENDA

MOTION: Made by Mr. Silverman, Seconded by Mr. Snyder,
Passed unanimously.

"THAT THE GOVERNING BOARD approve the Consent Agenda of February 18, 2016 as amended for Item 5A and the removal of Item 5H."

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

A. Final Assessment – Rolling Green Rd. (Resolution 2016-10)

"THAT THE GOVERNING BOARD approve Resolution 2016-10 adopting the Rolling Green Rd. Final Assessment Roll and Exhibits."

B. Notice of Intent to Assess – Turtle Creek Ph I (Resolution 2016-11)

"THAT THE GOVERNING BOARD approve Resolution 2016-11, the NOTICE OF INTENT to Assess, the Pending Lien Notice, and the Exhibits for the Turtle Creek Ph I Assessment Area."

C. Notice of Intent to Assess – Turtle Creek Subsystem 3 (Resolution 2016-12)

"THAT THE GOVERNING BOARD approve Resolution 2016-12, the NOTICE OF INTENT to Assess, the Pending Lien Notice, and the Exhibits for the Turtle Creek Subsystem 3 Assessment Area."

D. Palm Beach County Interlocal Agreement (Open Cuts of County Roads)

No action required.

E. Rolling Green Rd. Low Pressure Pump Units – to purchase pumps

“THE DISTRICT GOVERNING BOARD has received documentation from the Purchasing Principal 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 20 simplex grinder pump units, and 5 duplex grinder pump units, from Southeastern Pump in the total amount of \$105,640.00.”

F. Filter Pump Station – to purchase replacement pump

“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 authorize the purchase of 1 new Goulds/Xylem pump and motor for Filter Pump Station #2, in accordance with their Quotation dated January 26, 2016, and in the amount of \$74,734.00.

G. Chlorine (Allied Universal) contract – to renew contract

No action required.

H. Liability Insurance (Preferred) - to renew policies

No action required.

I. Change Orders to Current Contracts – to approve modifications

“THAT THE DISTRICT GOVERNING BOARD authorize execution of Change Order #2 to the Lift Station Rehabilitations for 2015 contract with B&B Underground Construction, Inc., in the amount of a \$600.00 reduction to the contract.”

6. REGULAR AGENDA

A. Consent Agenda Items Pulled for Discussion.

No items were pulled.

B. Draft Audit Fiscal Years 2015 and 2014

Ms. Diaz reviewed the draft audit and noted that the District received an unmodified or “clean” audit opinion with no recommendations to improve financial management from the auditors. Ms. Diaz also recognized and thanked District financial staff (Ms. Peterson, Ms. Bruce and Ms. Cripe) for their prompt and professional performance.

No action was required.

C. Health Insurance Options

Mr. Kuehn from the Gehring Group discussed Alternative Funding Arrangements for Health Insurance and the Board discussed the pros and cons of each approach.

D. Chapter 31-10, Rates, Fees and Charges

Dr. Arrington reviewed the annual rate study. The Board discussed how different proposed rate increases would affect ratepayers and the financial health of the District.

Mr. Howard discussed potential changes to policy and procedural issues relating to billing and managing customers’ accounts.

No action was required.

E. Procurement Policy

No action was required.

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

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 Mr. Snyder,
Passed Unanimously.

"That the Regular Meeting of February 18, 2016 adjourn at 8:55."

BOARD CHAIRMAN

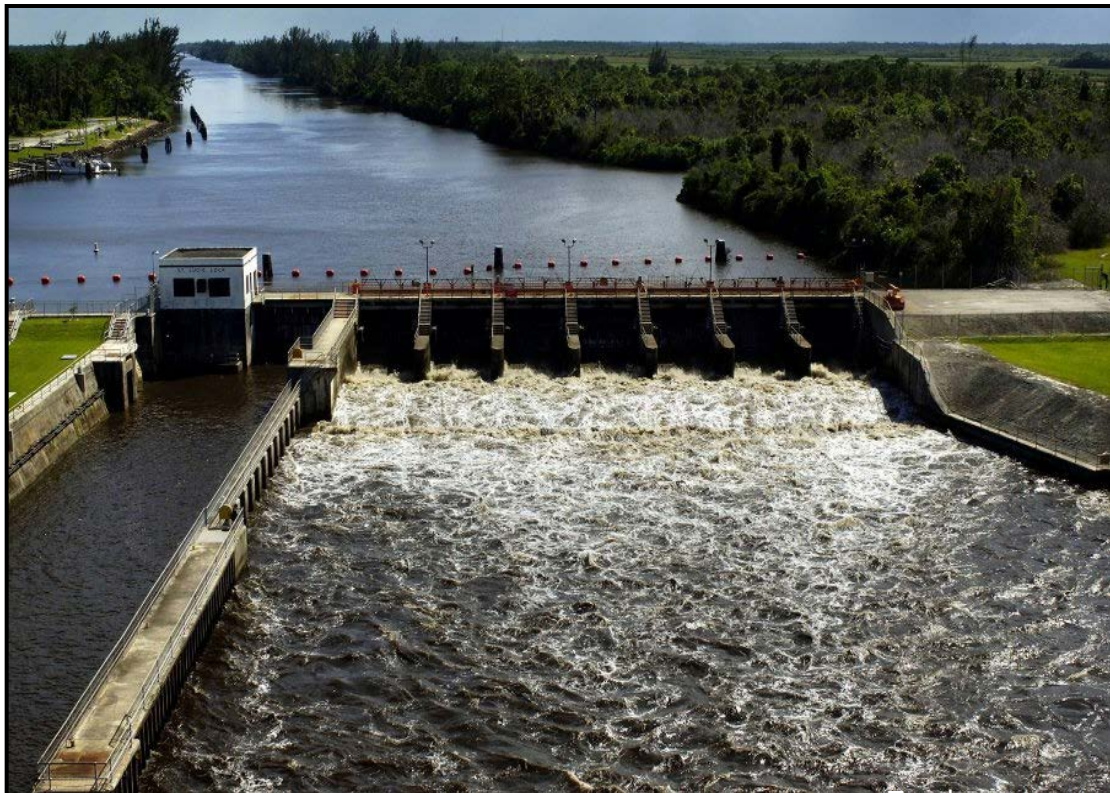
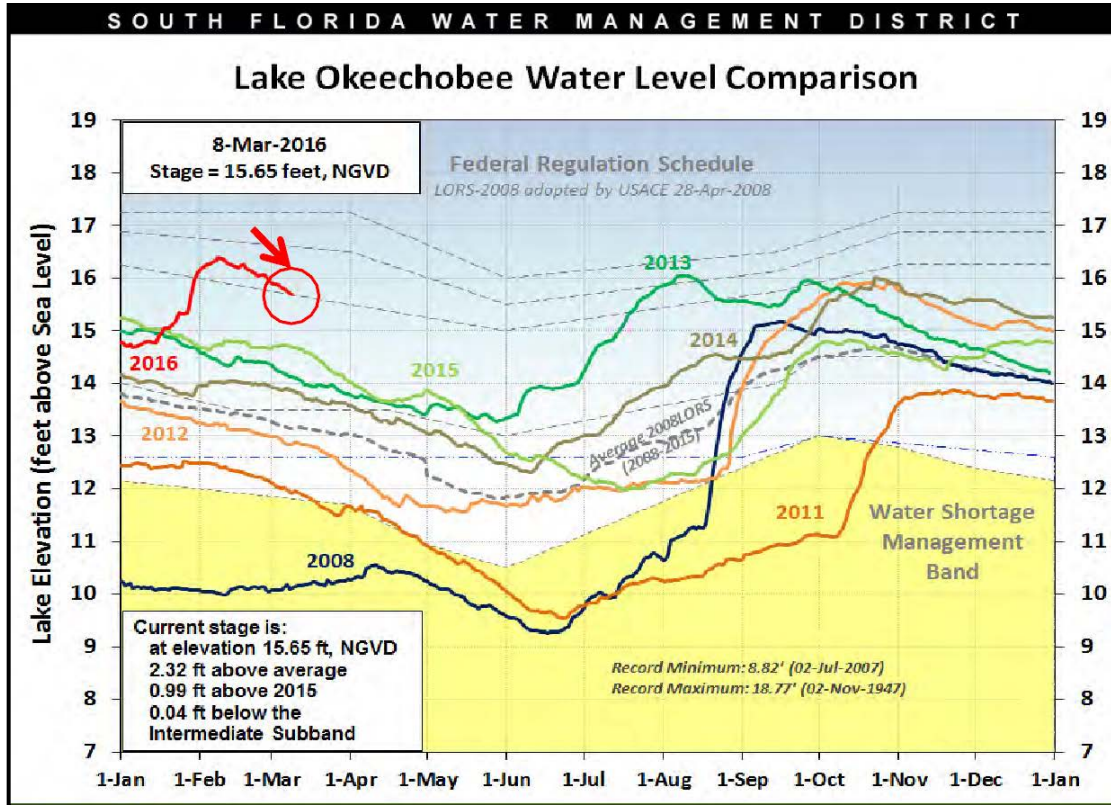
BOARD SECRETARY

RECORDING SECRETARY



Loxahatchee River Watershed Status Water Conditions – “Dry” Season 2015-2016

Water managers at the U.S. Army Corps of Engineers and the South Florida Water Management District are working hard to manage enormous volumes of water resulting from the record setting rainfall during this winters “dry” season. At our meeting we will discuss and clarify some of the issues and challenges associated with this situation.



Flood control releases through the S-80 water control structure into the St. Lucie River.

LOXAHATCHEE RIVER DISTRICT'S EXECUTIVE DASHBOARD



Benchmark / Customer Expectation	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	
	# 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)	
Green Level	≥ 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	
Yellow	≤ 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	
Red	≤ 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	
2012 Baseline	1,691	6.7	0	0	1	1	1,162		\$ 21,205,340	101%	86%	95%	87%	0	108	22	1 > 200	
2013 Baseline	2,118	6.8	1	0	1	0	1,029		\$ 25,550,033	105%	91%	88%	52%	0	132	20.0	1 > 200	
2014 Baseline	2,120	6.8	0	0	1	0	978	11	\$ 27,415,251	102%	104%	95%	86%	0	140	21.9	1 > 200	
2015 Baseline	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	Feb	2,880	7.3	0	0	3	0	1150	11	\$ 28,441,095	105%	135%	100%	83%	0	34	28.9	0 > 200
	Mar	2,188	7.4	0	0	2	0	1084	10	\$ 27,700,987	105%	128%	100%	83%	1	120	13.8	0 > 200
	Apr	1,994	7.1	0	0	1	0	1047	15	\$ 29,021,808	107%	123%	100%	75%	0	18	31.3	0 > 200
	May	1,679	6.5	0	0	1	0	1088	20	\$ 30,492,614	107%	120%	84%	75%	0	9	31.3	0 > 200
	June	3,241	6.2	0	0	0	0	1135	15	\$ 29,691,353	106%	116%	84%	75%	0	28	29.8	0 > 200
	July	3,276	6.2	0	1	0	0	1208	14	\$ 30,937,341	107%	113%	75%	75%	0	53	29.9	0 > 200
	Aug	1,849	6.4	0	0	0	0	1128	6	\$ 30,471,102	109%	111%	75%	67%	0	78	23.8	Incomplete
	Sept	1,359	6.8	1	0	1	0	1097	5	\$ 31,672,070	108%	110%	84%	50%	1	223	9.5	0 > 200
	Oct	1,604	6.4	0	0	1	0	978	18	\$ 31,318,759	96%	70%	100%	89%	0	83	25.3	0 > 200
	Nov	1,276	6.5	0	0	4	0	1026	15	\$ 32,678,126	94%	78%	100%	82%	0	58	30.1	0 > 200
	Dec	1,405	7.2	0	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	0	962	14	\$ 33,243,678	94%	82%	100%	82%	0	160	11.0	0 > 200
	Feb	2,811	7.6	0	0	3	0	903	15	\$ 34,527,506	95%	83%	100%	82%	0	193	8.6	0 > 200
Consecutive Months at Green	2	81	32	7	0	31	65	2*	81	47	0	6	5	5	3	0	2	
Metric Owner	O'Neill	Vaughn	Vaughn	Vaughn	Vaughn	Vaughn	Vaughn	Dean	Peterson	Peterson	Peterson	Yerkes	Yerkes	Vaughn	Howard	Howard	Howard	

Metric
 Sewer Overflow
 Grease Interceptor
 Operating Expense
 River Salinity

Explanation
 We had 3 sewer overflows in February: (1) a coupling on a 2" force main in Jonahan's Landing failed; (2) an air release valve on the Ocean Cove force main failed; and (3) a gravity main was blocked near Todd St and Comanche St resulting in an overflow.
 Mr. Dean revised the scoring criteria for this metric.
 Our operating expenses continue to be less than projected using a straight line budget projection.
 This abnormally wet dry season has resulted in higher than normal freshwater flows to the river and lower salinity in the downstream reaches. The freshwater floodplain is happy - the estuary is not happy.

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: Governing Board
FROM: D. Albrey Arrington, Executive Director
DATE: March 7, 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. Notice of Intent to Assess – Riverside Drive Phase 3 (Resolution 2016-13)
- B. Notice of Intent to Assess – Hibiscus Ave. (Resolution 2016-14)
- C. Notice of Intent to Assess – Ocean Drive (Resolution 2016-15)
- D. Jupiter Plantation Force Main Replacement – to award contract
- E. Palm Beach County Interlocal Agreement (Open Cuts of County Roads)
- F. Polymer Contract piggyback renewal – to authorize renewal
- G. Disposal of Fixed Assets – to approve disposal
- H. Chlorine (Allied Universal) contract – to renew contract
- I. Alternate A1A 16” Sewer Bridge Crossing – to award on-site engineering contract
- J. Alternate A1A 16” Sewer Bridge Crossing – to award off-site engineering contract
- K. Whispering Trails Preliminary Engineering – to award contract
- L. LRD-Busch Restated License Agreement – to renew agreement
- 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 March 17, 2016 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

CONRAD J. DeSANTIS
Business & Real Estate
Also Admitted in Pennsylvania



LEGAL ASSISTANTS
**CIVIL TRIAL, PROBATE
AND FAMILY LAW**
KAREN M. BOYDEN-LOPATOSKY
MINDY VASSER
PERSONAL INJURY
ROBIN B. MODLIN, CP
TERRI L. VLASSICK
REAL ESTATE
JUDY D. MONTEIRO
DENISE B. PAOLUCCI

TIMOTHY W. GASKILL
*Business, Probate
Family 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

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*Personal Injury & Wrongful Death
Commercial Litigation*

CURTIS L. SHENKMAN
*Board Certified
Real Estate Attorney*

BROOKE GROGAN
Attorney

March 9, 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: Initial Resolution for **RIVERSIDE DRIVE PHASE 3** Assessment Area

Dear Dr. Arrington and Mr. Yerkes:

Per your request, please attach to this letter the Pending Lien Notice, Notice of Intent to Assess, Resolution 2016-13, the PROPOSED "Exhibit B Description of Improvements", "Exhibit B Map of the Assessment Area", and preliminary List of Property Owners.

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

"THAT THE GOVERNING BOARD approve Resolution 2016-13 the NOTICE OF INTENT to Assess, the Pending Lien Notice, and the Exhibits for the **RIVERSIDE DRIVE PHASE 3** Assessment Area."

I will bring the originals 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

PENDING LIEN NOTICE
RIVERSIDE DRIVE PHASE 3 ASSESSMENT AREA

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 clarifies the lien status of the “Notice of Intent to Assess” attached hereto and made a part hereof (referred to as the “Pending Lien”).

The Pending Lien shall not be considered certified, confirmed or ratified until such time as the passage of the Final Assessment Roll Resolution of the District.

The intention of the District in publishing this Pending Lien Notice is to assist the property owners who may be selling or refinancing their property and parties who may be placing a mortgage on their property to do so knowing that the District is not seeking the payment of any funds on the Pending Lien until the non-ad valorem tax bill is issued for the property on the date set forth in the Final Assessment Roll Resolution of the District.

Any inquiries as to the Pending Lien and the timing for the Final Assessment Roll Resolution and payment of said special assessments should be directed to:

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

IN WITNESS WHEREOF, the undersigned, Executive Director of the Loxahatchee River Environmental Control District, herein certifies that on this 17th day of MARCH, 2016, 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 17th day of March, 2016, by D. Albrey Arrington, 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
Special/Assessment/PendingLienNotice

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

**NOTICE OF INTENT TO ASSESS
RIVERSIDE DRIVE PHASE 3 ASSESSMENT AREA**

THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, a special district of the State of Florida (the “District”) **created in 1971 and existing pursuant to Chapter 2002-358, Laws of Florida**, (the “Act”), hereby gives public notice that the District’s Governing Board on the 17th day of March, 2016, passed Resolution **2016-13**, authorizing the construction of certain local sewer improvements as further described in said Resolution **2016-13**, which is attached hereto as Exhibit “A”. It is the intent of the District to assess the owners of property specially benefited by such sewer improvements, which property is further described on the attached **Exhibit “B”**, and to apportion the District’s costs for the total expenses related to the design and construction of said improvements, based upon each owner’s proportionate share of said costs determined upon a square footage basis, or by other methods as the Governing Board may deem fair and equitable, pursuant to the Act and Rules of the District, as same may be amended from time to time hereafter.

Any inquiries to the District’s progress in completing certification of said assessments should be directed to:

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
2500 Jupiter Park Drive
Jupiter, Florida 33458

IN WITNESS WHEREOF, the undersigned, Executive Director of the Loxahatchee River Environmental Control District, hereby certifies on this 17th day of MARCH, 2016, that the information contained herein is true and accurate.

WITNESSES:

D. Albrey Arrington
Executive Director

STATE OF FLORIDA
COUNTY OF PALM BEACH

SWORN TO and subscribed before me this 17th day of March, 2016, by D. Albrey Arrington, EXECUTIVE DIRECTOR of the LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, who is personally known to me.

(NOTARY SEAL)

NOTARY PUBLIC, STATE OF FLORIDA

Special/Assessment/NoticeIntentToAssess

RESOLUTION 2016-13

A RESOLUTION OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT RELATING TO **RIVERSIDE DRIVE PHASE 3** ASSESSMENT AREA IMPROVEMENTS IN ACCORDANCE WITH DISTRICT RULE 31-11; STATING THE NATURE OF THE PROPOSED IMPROVEMENTS; DESIGNATING THE STREETS TO BE IMPROVED; DESIGNATING THAT PLANS, SPECIFICATIONS, AND A TENTATIVE APPORTIONMENT BE PREPARED; PROVIDING FOR THE AVAILABILITY OF PLANS AND SPECIFICATIONS AND FOR THE PREPARATION OF THE PRELIMINARY SPECIAL ASSESSMENT ROLL; PROVIDING FOR DECLARING LINE AVAILABLE FOR CONNECTION; 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 considered the need for improvements to the **RIVERSIDE DRIVE PHASE 3** Assessment Area (the “Area”) in Palm Beach County, Florida;

WHEREAS the District shall construct and declare available sewerage collection lines and related appurtenances comprising a localized District sewer system in the Area as an Established Residential Neighborhood based upon the Governing Board’s determination of any of the following:

- (1) n/a; or
- (2) that a reasonable alternative to the septic tanks exists for the treatment of the sewerage, taking into consideration factors such as cost; or
- (3) the discharge from the septic tanks is adversely affecting the health of the user or the public, or the groundwater or surface water is degraded; or
- (4) to enhance the environmental and scenic value of surface waters.

WHEREAS, the Governing Board has considered the facts, evidence, and presentations of the District Engineer, District staff and consultants as to the need for sanitary sewers in the Area and considered such recommendations to be in accordance with the above referenced Criteria of the “Ellis Rule” as well as in the best interests of the citizens of the District and the citizens of this Area.

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

Section 1. Title:

This Resolution shall be known as the Resolution Authorizing the Project known as “**RIVERSIDE DRIVE PHASE 3** Assessment Area Improvements”.

Section 2. Nature of Improvements:

The project improvements shall consist of the construction of a waste water and sewage system within lands under the jurisdiction of the District. The proposed improvements performed shall generally consist of those set forth on Composite Exhibit “B”.

Section 3. Designation of Streets to be Improved:

The streets included within the **RIVERSIDE DRIVE PHASE 3** Assessment Area Improvements are set forth on Composite Exhibit “B”.

Section 4. Plans, Specifications and Tentative Apportionment:

Upon adoption of this Resolution, The District Engineers and staff shall prepare plans, specifications and estimated total costs of such proposed improvements, together with a tentative apportionment of such costs between the District and individual parcels of property receiving special benefits pursuant to the improvements.

Section 5. Public Inspection:

The Plans, Specifications and tentative apportionments for the **RIVERSIDE DRIVE PHASE 3** Assessment Area Improvements shall be available for inspection in the Office of the Executive Director,

Loxahatchee River Environmental Control District, 2500 Jupiter Park Drive, Jupiter, Florida 33458. The District's Engineer shall make available said plans and specifications prepared incident thereto, for inspection in the Office of the District's Engineer.

Section 6. Assessment Roll:

The District Clerk is directed to prepare a Preliminary Assessment Roll based upon this Resolution, District Rule 31-11, and the District Engineer's tentative apportionment, and to make publication of notice in newspapers in Martin and Palm Beach Counties, together with notice mailed to those interested parties and affected property owners requesting such in writing, in accordance with the requirements of District Rule 31-11.

Section 7. Availability for Connection and Required Connection:

The waste water and sewerage system shall be "Available" for connection in accordance with District Rule 31-3.003(3) and Florida Statutes 381.0065(2)(a) when the Florida Department of Health releases the system for service, which is the date of actual "Availability". In accordance with Florida Statutes 381.00655, the affected property owners shall be required to connect to the sewerage system within one (1) year of the actual Availability.

Section 8. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 9. In the event that any portion of this Resolution is found to be unconstitutional or improper, it shall be severed herefrom and shall not affect the validity of the remaining portions of this Resolution.

Section 10. 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 17th DAY OF MARCH, 2016.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
VOTE

GORDON M. BOGGIE, Chairman

STEPHEN ROCKOFF

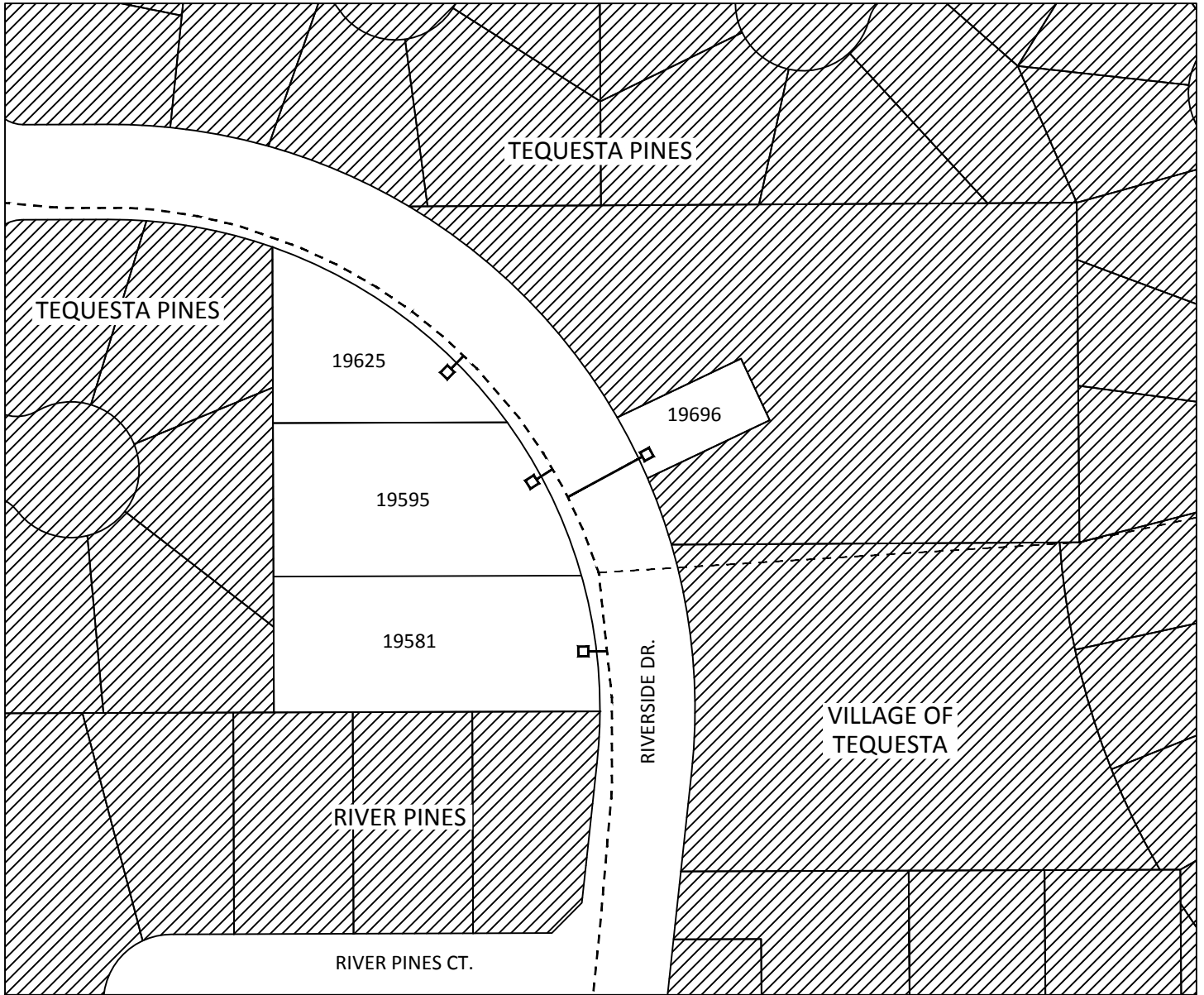
HARVEY M. SILVERMAN

JAMES D. SNYDER

DR. MATT H. ROSTOCK

EXHIBIT "B"

RIVERSIDE DRIVE - PHASE III LOW PRESSURE SEWER SYSTEM



LEGEND

- NOT IN ASSESSMENT AREA
- EXISTING FORCE MAIN
- PROPOSED LOW PRESSURE SERVICE

TEQUESTA, FLORIDA

EXHIBIT “B”

PROPOSED SEWER SERVICE ASSESSMENT AREA

RIVERSIDE DRIVE PHASE 3 NEIGHBORHOOD ASSESSMENT AREA

The properties to be provided sewer service are located within Section 25, Township 40 South, Range 42 East, Unincorporated Palm Beach County, Florida and lies within the following general boundaries:

On the North by the Tequesta Drive Subdivision;
On the South by the River Pines Subdivision;
On the East by the Tequesta Drive Subdivision; and
On the West by the Tequesta Drive Subdivision.

The approximate quantity of materials required to complete the project are:

- 4 Low Pressure Services
- 4 Low Pressure Pumping Units

Ms. Betty Williams
re: 19625 Riverside Dr
19625 Riverside Dr
Jupiter FL 33469
00-42-40-25-00-000-1200

Ms. Marva Stone
re: 19595 Riverside Dr
19595 Riverside Dr
Jupiter FL 33469
00-42-40-25-00-000-1210

Mr. Shaheed Stone
re: 19595 Riverside Dr
19581 Riverside Dr
Jupiter FL 33469
00-42-40-25-00-000-1220

Mr. Andres Miller
re: 19696 Riverside Dr
PO Box 10241
W Palm Bch FL 33419
00-42-40-25-00-000-1270

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 GROGAN
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

www.LawPalmBeach.com

LEGAL ASSISTANTS
CIVIL TRIAL, PROBATE
AND FAMILY LAW
KAREN M. BOYDEN-LOPATOSKY
MINDY VASSER
PERSONAL INJURY
ROBIN B. MODLIN, CP
TERRI L. VLASSICK
REAL ESTATE
JUDY D. MONTEIRO
DENISE B. PAOLUCCI

March 9, 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: Initial Resolution for **HIBISCUS AVE** Assessment Area

Dear Dr. Arrington and Mr. Yerkes:

Per your request, please attach to this letter the Pending Lien Notice, Notice of Intent to Assess, Resolution 2016-14, the PROPOSED "Exhibit B Description of Improvements", "Exhibit B Map of the Assessment Area", and preliminary List of Property Owners.

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

"THAT THE GOVERNING BOARD approve Resolution 2016-14 the NOTICE OF INTENT to Assess, the Pending Lien Notice, and the Exhibits for the **HIBISCUS AVE** Assessment Area."

I will bring the originals 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

PENDING LIEN NOTICE
HIBISCUS AVE. ASSESSMENT AREA

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 clarifies the lien status of the “Notice of Intent to Assess” attached hereto and made a part hereof (referred to as the “Pending Lien”).

The Pending Lien shall not be considered certified, confirmed or ratified until such time as the passage of the Final Assessment Roll Resolution of the District.

The intention of the District in publishing this Pending Lien Notice is to assist the property owners who may be selling or refinancing their property and parties who may be placing a mortgage on their property to do so knowing that the District is not seeking the payment of any funds on the Pending Lien until the non-ad valorem tax bill is issued for the property on the date set forth in the Final Assessment Roll Resolution of the District.

Any inquiries as to the Pending Lien and the timing for the Final Assessment Roll Resolution and payment of said special assessments should be directed to:

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

IN WITNESS WHEREOF, the undersigned, Executive Director of the Loxahatchee River Environmental Control District, herein certifies that on this 17th day of MARCH, 2016, 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 17th day of March, 2016, by D. Albrey Arrington, 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

Special/Assessment/PendingLienNotice

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

**NOTICE OF INTENT TO ASSESS
HIBISCUS AVE. ASSESSMENT AREA**

THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, a special district of the State of Florida (the “District”) **created in 1971 and existing pursuant to Chapter 2002-358, Laws of Florida**, (the “Act”), hereby gives public notice that the District’s Governing Board on the 17th day of March, 2016, passed Resolution **2016-14**, authorizing the construction of certain local sewer improvements as further described in said Resolution **2016-14**, which is attached hereto as Exhibit “A”. It is the intent of the District to assess the owners of property specially benefited by such sewer improvements, which property is further described on the attached **Exhibit “B”**, and to apportion the District’s costs for the total expenses related to the design and construction of said improvements, based upon each owner’s proportionate share of said costs determined upon a square footage basis, or by other methods as the Governing Board may deem fair and equitable, pursuant to the Act and Rules of the District, as same may be amended from time to time hereafter.

Any inquiries to the District’s progress in completing certification of said assessments should be directed to:

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
2500 Jupiter Park Drive
Jupiter, Florida 33458

IN WITNESS WHEREOF, the undersigned, Executive Director of the Loxahatchee River Environmental Control District, hereby certifies on this 17th day of MARCH, 2016, that the information contained herein is true and accurate.

WITNESSES:

D. Albrey Arrington
Executive Director

STATE OF FLORIDA
COUNTY OF PALM BEACH

SWORN TO and subscribed before me this 17th day of March, 2016, by D. Albrey Arrington, EXECUTIVE DIRECTOR of the LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, who is personally known to me.

(NOTARY SEAL)

NOTARY PUBLIC, STATE OF FLORIDA

Special/Assessment/NoticeIntentToAssess

RESOLUTION 2016-14

A RESOLUTION OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT RELATING TO **HIBISCUS AVE.** ASSESSMENT AREA IMPROVEMENTS IN ACCORDANCE WITH DISTRICT RULE 31-11; STATING THE NATURE OF THE PROPOSED IMPROVEMENTS; DESIGNATING THE STREETS TO BE IMPROVED; DESIGNATING THAT PLANS, SPECIFICATIONS, AND A TENTATIVE APPORTIONMENT BE PREPARED; PROVIDING FOR THE AVAILABILITY OF PLANS AND SPECIFICATIONS AND FOR THE PREPARATION OF THE PRELIMINARY SPECIAL ASSESSMENT ROLL; PROVIDING FOR DECLARING LINE AVAILABLE FOR CONNECTION; 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 considered the need for improvements to the **HIBISCUS AVE.** Assessment Area (the “Area”) in Palm Beach County, Florida;

WHEREAS the District shall construct and declare available sewerage collection lines and related appurtenances comprising a localized District sewer system in the Area as an Established Residential Neighborhood based upon the Governing Board’s determination of any of the following:

- (1) n/a; or
- (2) that a reasonable alternative to the septic tanks exists for the treatment of the sewerage, taking into consideration factors such as cost; or
- (3) the discharge from the septic tanks is adversely affecting the health of the user or the public, or the groundwater or surface water is degraded; or
- (4) to enhance the environmental and scenic value of surface waters.

WHEREAS, the Governing Board has considered the facts, evidence, and presentations of the District Engineer, District staff and consultants as to the need for sanitary sewers in the Area and considered such recommendations to be in accordance with the above referenced Criteria of the “Ellis Rule” as well as in the best interests of the citizens of the District and the citizens of this Area.

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

Section 1. Title:

This Resolution shall be known as the Resolution Authorizing the Project known as “**HIBISCUS AVE.** Assessment Area Improvements”.

Section 2. Nature of Improvements:

The project improvements shall consist of the construction of a waste water and sewage system within lands under the jurisdiction of the District. The proposed improvements performed shall generally consist of those set forth on Composite Exhibit “B”.

Section 3. Designation of Streets to be Improved:

The streets included within the **HIBISCUS AVE.** Assessment Area Improvements are set forth on Composite Exhibit “B”.

Section 4. Plans, Specifications and Tentative Apportionment:

Upon adoption of this Resolution, The District Engineers and staff shall prepare plans, specifications and estimated total costs of such proposed improvements, together with a tentative apportionment of such costs between the District and individual parcels of property receiving special benefits pursuant to the improvements.

Section 5. Public Inspection:

The Plans, Specifications and tentative apportionments for the **HIBISCUS AVE.** Assessment Area Improvements shall be available for inspection in the Office of the Executive Director, Loxahatchee

River Environmental Control District, 2500 Jupiter Park Drive, Jupiter, Florida 33458. The District's Engineer shall make available said plans and specifications prepared incident thereto, for inspection in the Office of the District's Engineer.

Section 6. Assessment Roll:

The District Clerk is directed to prepare a Preliminary Assessment Roll based upon this Resolution, District Rule 31-11, and the District Engineer's tentative apportionment, and to make publication of notice in newspapers in Martin and Palm Beach Counties, together with notice mailed to those interested parties and affected property owners requesting such in writing, in accordance with the requirements of District Rule 31-11.

Section 7. Availability for Connection and Required Connection:

The waste water and sewerage system shall be "Available" for connection in accordance with District Rule 31-3.003(3) and Florida Statutes 381.0065(2)(a) when the Florida Department of Health releases the system for service, which is the date of actual "Availability". In accordance with Florida Statutes 381.00655, the affected property owners shall be required to connect to the sewerage system within one (1) year of the actual Availability.

Section 8. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 9. In the event that any portion of this Resolution is found to be unconstitutional or improper, it shall be severed herefrom and shall not affect the validity of the remaining portions of this Resolution.

Section 10. 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 17th DAY OF MARCH, 2016.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
VOTE

GORDON M. BOGGIE, Chairman

STEPHEN ROCKOFF

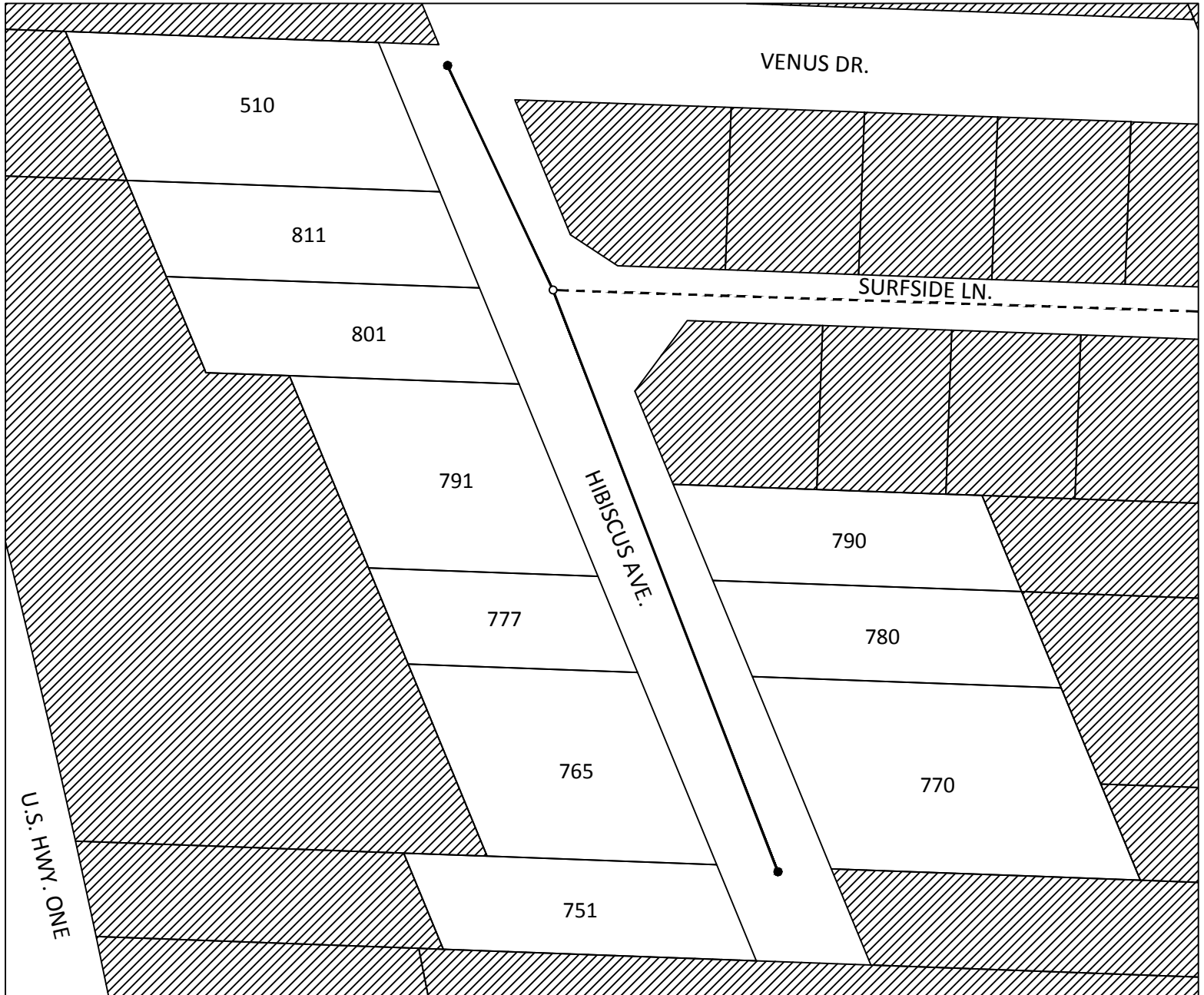
HARVEY M. SILVERMAN

JAMES D. SNYDER

DR. MATT H. ROSTOCK

EXHIBIT "B"

HIBISCUS AVENUE GRAVITY SEWER SYSTEM ASSESSMENT AREA



LEGEND

- NOT IN ASSESSMENT AREA
- EXISTING 8" GRAVITY
- EXISTING MANHOLE
- PROPOSED GRAVITY LINE
- PROPOSED MANHOLE

EXHIBIT “B”

PROPOSED SEWER SERVICE ASSESSMENT AREA

HIBISCUS AVE. NEIGHBORHOOD ASSESSMENT AREA

The properties to be provided sewer service are located within Section 28, Township 41 South, Range 43 East, Juno Beach, Florida and lies within the following general boundaries:

On the North by Donald Ross Road;
On the South by Oceanview United Methodist Church;
On the East by Ocean Drive, Juno Beach; and
On the West by U.S. Highway 1.

The approximate quantity of materials required to complete the project are:

391 Lineal feet of 8” Sewer Main
10 Services
2 Manholes

Mr. & Mrs. John Kern
re: 770 Hibiscus Ave, 2
770 Hibiscus Ave, 1
Juno Bch FL 33408
28-43-41-28-10-003-0110
triplex

Mr. & Mrs. Larry Barron
re: vac Hibiscus Ave
780 Hibiscus Ave
Juno Bch FL 33408
28-43-41-28-10-003-0130

Mr. Robert Maciejko
re: 790 Hibiscus Ave
460 Surfside Ln
N Palm Bch FL 33408
28-43-41-28-10-003-0140

Mr. & Mrs. Scott Kirkpatrick
re: 510 Venus Dr
1808 Richmond Dr
Ocean City NJ 08226
28-43-41-28-10-008-0010

B Dodds/S Dunlap
re: 811 Hibiscus Ave
811 Hibiscus Ave
N Palm Bch FL 33408
28-43-41-28-10-008-0020

Mr. & Mrs. William Santiago
re: 801 Hibiscus Ave
801 Hibiscus Ave
Juno Bch FL 33408
28-43-41-28-10-008-0030

OTB Juno LLC
re: 791 Hibiscus Ave, 1
777 Hibiscus Ave
N Palm Bch FL 33408
28-43-41-28-10-008-0042
4plex

Mr. Paul Kneeland
re: 777 Hibiscus Ave
777 Hibiscus Ave
N Palm Bch FL 33408
28-43-41-28-10-008-0060

Mr. & Mrs. Robert Bosso
re: 765 Hibiscus Ave
765 Hibiscus Ave, A
Juno Bch FL 33408
28-43-41-28-10-008-0070
duplex

Mr. & Mrs. Robert Bosso
re: 751 Hibiscus Ave
765 Hibiscus Ave, A
Juno Bch FL 33408
28-43-41-28-10-008-0090
duplex

CONRAD J. DeSANTIS
Business & Real Estate
Also Admitted in Pennsylvania



LEGAL ASSISTANTS
**CIVIL TRIAL, PROBATE
AND FAMILY LAW**
KAREN M. BOYDEN-LOPATOSKY
MINDY VASSER
PERSONAL INJURY
ROBIN B. MODLIN, CP
TERRI L. VLASSICK
REAL ESTATE
JUDY D. MONTEIRO
DENISE B. PAOLUCCI

TIMOTHY W. GASKILL
*Business, Probate
Family 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

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

CURTIS L. SHENKMAN
*Board Certified
Real Estate Attorney*

BROOKE GROGAN
Attorney

March 9, 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: Initial Resolution for **OCEAN DRIVE** Assessment Area

Dear Dr. Arrington and Mr. Yerkes:

Per your request, please attach to this letter the Pending Lien Notice, Notice of Intent to Assess, Resolution 2016-15, the PROPOSED "Exhibit B Description of Improvements", "Exhibit B Map of the Assessment Area", and preliminary List of Property Owners.

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

"THAT THE GOVERNING BOARD approve Resolution 2016-15 the NOTICE OF INTENT to Assess, the Pending Lien Notice, and the Exhibits for the **OCEAN DRIVE** Assessment Area."

I will bring the originals 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

PENDING LIEN NOTICE
OCEAN DRIVE ASSESSMENT AREA

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 clarifies the lien status of the “Notice of Intent to Assess” attached hereto and made a part hereof (referred to as the “Pending Lien”).

The Pending Lien shall not be considered certified, confirmed or ratified until such time as the passage of the Final Assessment Roll Resolution of the District.

The intention of the District in publishing this Pending Lien Notice is to assist the property owners who may be selling or refinancing their property and parties who may be placing a mortgage on their property to do so knowing that the District is not seeking the payment of any funds on the Pending Lien until the non-ad valorem tax bill is issued for the property on the date set forth in the Final Assessment Roll Resolution of the District.

Any inquiries as to the Pending Lien and the timing for the Final Assessment Roll Resolution and payment of said special assessments should be directed to:

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

IN WITNESS WHEREOF, the undersigned, Executive Director of the Loxahatchee River Environmental Control District, herein certifies that on this 17th day of MARCH, 2016, 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 17th day of March, 2016, by D. Albrey Arrington, 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
Special/Assessment/PendingLienNotice

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

**NOTICE OF INTENT TO ASSESS
OCEAN DRIVE ASSESSMENT AREA**

THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, a special district of the State of Florida (the “District”) **created in 1971 and existing pursuant to Chapter 2002-358, Laws of Florida**, (the “Act”), hereby gives public notice that the District’s Governing Board on the 17th day of March, 2016, passed Resolution **2016-15**, authorizing the construction of certain local sewer improvements as further described in said Resolution **2016-15**, which is attached hereto as Exhibit “A”. It is the intent of the District to assess the owners of property specially benefited by such sewer improvements, which property is further described on the attached **Exhibit “B”**, and to apportion the District’s costs for the total expenses related to the design and construction of said improvements, based upon each owner’s proportionate share of said costs determined upon a square footage basis, or by other methods as the Governing Board may deem fair and equitable, pursuant to the Act and Rules of the District, as same may be amended from time to time hereafter.

Any inquiries to the District’s progress in completing certification of said assessments should be directed to:

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
2500 Jupiter Park Drive
Jupiter, Florida 33458

IN WITNESS WHEREOF, the undersigned, Executive Director of the Loxahatchee River Environmental Control District, hereby certifies on this 17th day of MARCH, 2016, that the information contained herein is true and accurate.

WITNESSES:

D. Albrey Arrington
Executive Director

STATE OF FLORIDA
COUNTY OF PALM BEACH

SWORN TO and subscribed before me this 17th day of March, 2016, by D. Albrey Arrington, EXECUTIVE DIRECTOR of the LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, who is personally known to me.

(NOTARY SEAL)

NOTARY PUBLIC, STATE OF FLORIDA

Special/Assessment/NoticeIntentToAssess

RESOLUTION 2016-15

A RESOLUTION OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT RELATING TO **OCEAN DRIVE** ASSESSMENT AREA IMPROVEMENTS IN ACCORDANCE WITH DISTRICT RULE 31-11; STATING THE NATURE OF THE PROPOSED IMPROVEMENTS; DESIGNATING THE STREETS TO BE IMPROVED; DESIGNATING THAT PLANS, SPECIFICATIONS, AND A TENTATIVE APPORTIONMENT BE PREPARED; PROVIDING FOR THE AVAILABILITY OF PLANS AND SPECIFICATIONS AND FOR THE PREPARATION OF THE PRELIMINARY SPECIAL ASSESSMENT ROLL; PROVIDING FOR DECLARING LINE AVAILABLE FOR CONNECTION; 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 considered the need for improvements to the **OCEAN DRIVE** Assessment Area (the “Area”) in Palm Beach County, Florida;

WHEREAS the District shall construct and declare available sewerage collection lines and related appurtenances comprising a localized District sewer system in the Area as an Established Residential Neighborhood based upon the Governing Board’s determination of any of the following:

- (1) n/a; or
- (2) that a reasonable alternative to the septic tanks exists for the treatment of the sewerage, taking into consideration factors such as cost; or
- (3) the discharge from the septic tanks is adversely affecting the health of the user or the public, or the groundwater or surface water is degraded; or
- (4) to enhance the environmental and scenic value of surface waters.

WHEREAS, the Governing Board has considered the facts, evidence, and presentations of the District Engineer, District staff and consultants as to the need for sanitary sewers in the Area and considered such recommendations to be in accordance with the above referenced Criteria of the “Ellis Rule” as well as in the best interests of the citizens of the District and the citizens of this Area.

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

Section 1. Title:

This Resolution shall be known as the Resolution Authorizing the Project known as “**OCEAN DRIVE** Assessment Area Improvements”.

Section 2. Nature of Improvements:

The project improvements shall consist of the construction of a waste water and sewage system within lands under the jurisdiction of the District. The proposed improvements performed shall generally consist of those set forth on Composite Exhibit “B”.

Section 3. Designation of Streets to be Improved:

The streets included within the **OCEAN DRIVE** Assessment Area Improvements are set forth on Composite Exhibit “B”.

Section 4. Plans, Specifications and Tentative Apportionment:

Upon adoption of this Resolution, The District Engineers and staff shall prepare plans, specifications and estimated total costs of such proposed improvements, together with a tentative apportionment of such costs between the District and individual parcels of property receiving special benefits pursuant to the improvements.

Section 5. Public Inspection:

The Plans, Specifications and tentative apportionments for the **OCEAN DRIVE** Assessment Area Improvements shall be available for inspection in the Office of the Executive Director, Loxahatchee

River Environmental Control District, 2500 Jupiter Park Drive, Jupiter, Florida 33458. The District's Engineer shall make available said plans and specifications prepared incident thereto, for inspection in the Office of the District's Engineer.

Section 6. Assessment Roll:

The District Clerk is directed to prepare a Preliminary Assessment Roll based upon this Resolution, District Rule 31-11, and the District Engineer's tentative apportionment, and to make publication of notice in newspapers in Martin and Palm Beach Counties, together with notice mailed to those interested parties and affected property owners requesting such in writing, in accordance with the requirements of District Rule 31-11.

Section 7. Availability for Connection and Required Connection:

The waste water and sewerage system shall be "Available" for connection in accordance with District Rule 31-3.003(3) and Florida Statutes 381.0065(2)(a) when the Florida Department of Health releases the system for service, which is the date of actual "Availability". In accordance with Florida Statutes 381.00655, the affected property owners shall be required to connect to the sewerage system within one (1) year of the actual Availability.

Section 8. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 9. In the event that any portion of this Resolution is found to be unconstitutional or improper, it shall be severed herefrom and shall not affect the validity of the remaining portions of this Resolution.

Section 10. 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 17th DAY OF MARCH, 2016.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
VOTE

GORDON M. BOGGIE, Chairman

STEPHEN ROCKOFF

HARVEY M. SILVERMAN

JAMES D. SNYDER

DR. MATT H. ROSTOCK

EXHIBIT "B"

OCEAN DRIVE LOW PRESSURE SEWER SYSTEM



LEGEND

- NOT IN ASSESSMENT AREA
- EXISTING FORCE MAIN
- PROPOSED LOW PRESSURE MAIN
- PROPOSED LOW PRESSURE SERVICE

EXHIBIT “B”

PROPOSED SEWER SERVICE ASSESSMENT AREA

OCEAN DRIVE NEIGHBORHOOD ASSESSMENT AREA

The properties to be provided sewer service are located within Section 28, Township 41 South, Range 43 East, Juno Beach, Florida and lies within the following general boundaries:

On the North by Juno Beach Town Hall;
On the South by Celestial Drive;
On the East by Pelican Lake; and
On the West by Ocean Drive (A1A).

The approximate quantity of materials required to complete the project are:

100	Lineal Feet of Low Pressure Force Main
6	Services
6	Low Pressure Pumping Units

Ms. Diana MacIntosh
re: 190 Ocean Dr
190 Ocean Dr
Juno Beach FL 33408
28-43-41-28-01-000-0421

Ms. Nellie Konst
re: 140 Ocean Dr
140 Ocean Dr
Juno Beach FL 33408
28-43-41-28-01-000-0422

Mr. & Mrs. John Tobin
re: 210 Ocean Dr
210 Ocean Dr
Juno Beach FL 33408
28-43-41-28-01-000-0423

Mr. & Mrs. Munir Hamzi
re: 220 Ocean Dr
220 Ocean Dr
Juno Beach FL 33408
28-43-41-28-01-000-0424

Mr. & Mrs. Charles Wilson
re: 120 Ocean Dr
8777 Belmart Rd
Potomac MD 20854
28-43-41-28-01-000-0425

Mr. & Mrs. Herbert Boehm
re: 160 Ocean Dr
160 Ocean Dr
Juno Beach FL 33408
28-43-41-28-01-000-0426

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

FROM: CLINTON R. YERKES
Deputy Executive Director

DATE: MARCH 9, 2016

SUBJECT: JUPITER PLANTATION FORCE MAIN RELOCATION
AWARD OF CONSTRUCTION CONTRACT

Jupiter Plantation subdivision is located on the north side of Center Street, at the north end of Pennock Lane. The force main was constructed in the mid-1970's. Recent inspections have indicated that the line is deteriorating and in need of replacement.

Holtz Consulting Engineers have designed a new force main, including a replacement alternative for the connection in Center Street to an existing manhole.

Bids were received on March 3rd at the District from 3 contractors. Holtz has reviewed the bids and evaluated them for being responsive and responsible bidders. Their summary of the bids is attached with a recommendation for award to the contractor with the lowest base bid.

Although the Engineer's recommendation is based upon the Base Bid, District engineering would prefer to use the Alternate Bid Item which will eliminate any disruption to the Center Street roadway and provide a cost savings to the District. B&B Underground provided the lowest Base Bid and the lowest Alternate as shown on the attached Holtz letter.

The following motion is suggested for approval of the award:

“THAT THE DISTRICT GOVERNING BOARD authorize award of contract to B&B Underground Construction, Inc. for the Jupiter Plantation Force Main Replacement Contract #16-002-JUPLAN, including the Alternate bid item, in the amount of \$92,700.00, and

THAT THE DISTRICT GOVERNING BOARD authorize a contract contingency of \$9,000.00.”

Should you have any questions regarding this contract please feel free to contact me or Kris Dean.

V:\CIP\Proj\JupPlantatn FM\Board Awrd Memo.docx

Gordon M. Boggie
Board Member

Stephen B. Rockoff
Board Member

Dr. Matt H. Rostock
Chairman

Harvey M. Silverman
Board Member

James D. Snyder
Board Member



HOLTZ CONSULTING ENGINEERS, INC

March 8, 2016

Mr. Clint Yerkes
Deputy Executive Director
Loxahatchee River Environmental Control District
2500 Jupiter Park Drive
Jupiter, FL 33458

**Subject: Jupiter Plantation Force Main Replacement
Recommendation of Award to B&B Underground Construction, Inc.**

Dear Mr. Yerkes,

On March 3, 2016 at 3:00 p.m. bids were opened for the referenced project. There were (3) three bids accepted for the project as follows:

Bidder	Base Bid Amount	Alternate Bid Item Amount	Acknowledged Addenda?	Included Bid Security?	Attended Pre-Bid Meeting?
B&B Underground Construction, Inc.	\$105,200.00	\$7,500.00	Y	Y	Y
Johnson-Davis, Inc.	\$143,940.00	\$31,700.00	Y	Y	Y
Intercounty Engineering, Inc.	\$181,788.00	\$10,000.00	Y	Y	Y

The bids were reviewed by Holtz Consulting Engineers, Inc. (HCE) to evaluate whether the bids were responsive to the bid submittal requirements. The apparent low bidder was B&B Underground Construction, Inc. with a Total Bid Amount of \$105,200.00. Their bid was reviewed and included the required bid bond in the amount of ten percent of their bid from an acceptable surety company according to the US Department of Treasury. They acknowledged receipt of the addenda in the bid form. The other forms and information required to be submitted with their bid appear to be in order. They also attended the mandatory pre-bid meeting. We therefore consider the bid submitted by B&B Underground Construction, Inc. to be responsive.

Based on the above information, Holtz Consulting Engineers, Inc. considers B&B Underground Construction, Inc. to be the low responsive and responsible bidder and recommends that they be awarded the contract for the Jupiter Plantation Force Main Replacement project in the Total Bid Amount of \$105,200.00.

Sincerely,
HOLTZ CONSULTING ENGINEERS, INC.

Christine Miranda, PE
Principal Engineer

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

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

DATE: MARCH 9, 2016

SUBJECT: INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY
ROAD OPEN-CUTS

In 2010 the District entered into our first Interlocal Agreement with Palm Beach County to provide assurance to the County that the District would properly restore any road cuts in Thoroughfare roads. This enabled the District to proceed with various projects without having to provide a surety deposit each time we performed construction in Palm Beach County rights-of-way. The original Agreement was for a term of five (5) years which has expired.

Over the past couple of months staff and Mr. Shenkman have been working with the County to develop a revised Interlocal Agreement that would provide legal protections and reduce reporting requirements for the District. The County has agreed to revisions in their wording and provided the attached clean document for execution. This agreement does not contain a fixed Term for expiration.

The following motion is suggested for approval of this item:

“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute the Interlocal Agreement with Palm Beach County for Open Cuts Under County Thoroughfare Roads.”

Special thanks to Mr. Shenkman for resolving a significant issue in an expeditious and agreeable resolution for all parties.

Should you have any questions regarding this Agreement please feel free to contact Curt Shenkman or me.

V:\SPECL\Interlocal Agreements\Road Cuts 2016\Board Memo.docx

Gordon M. Boggie
Board Member

Stephen B. Rockoff
Board Member

Dr. Matt H. Rostock
Chairman

Harvey M. Silverman
Board Member

James D. Snyder
Board Member

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY
AND LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL
DISTRICT REGARDING OPEN CUTS UNDER COUNTY
THOROUGHFARE ROADS**

THIS AGREEMENT, made and entered into this ____ day of _____, 2016, by and between the **BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA**, a political subdivision of the State of Florida (hereinafter "**COUNTY**"), and the **LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT**, a Special District existing under the laws of the State of Florida, (hereinafter "**DISTRICT**").

WHEREAS, the COUNTY has adopted certain policies and procedures regarding open cuts across its thoroughfare and non-thoroughfare roads; and

WHEREAS, the DISTRICT has agreed to follow the policies and procedures set forth by the COUNTY regarding open cuts on COUNTY roads; however, the DISTRICT shall not be required to obtain a surety bond for the open cut, but, instead will be bound by the terms and conditions of this Interlocal Agreement (Agreement); and

WHEREAS, the DISTRICT agrees to be responsible for repairing the open cut, in accordance with COUNTY policies and procedures, and all costs associated with such repair.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the parties agree as follows:

Section 1. The above recitations are true and correct and are incorporated herein.

Section 2. **COUNTY POLICY:** The COUNTY has adopted policies and procedures, PPM EL-O-3605 and PPM EL-O-3606, regarding open cuts on COUNTY thoroughfare and non-thoroughfare roads and all open cuts shall be in compliance with these policies and procedures, as amended from time to time. The polices set forth the

requirements of permitting, construction, and maintenance of the open cut as well as the requirement to obtain a surety bond to insure the proper repair of the open cut. The current policies and procedures are attached to this Agreement as **Exhibit A**.

Section 3. **WORK PERFORMED BY THE DISTRICT:** The DISTRICT (any reference to DISTRICT shall include work performed not only by the DISTRICT but by its contractors or sub-contractors) shall be required to follow all of the requirements of the policies of the COUNTY regarding open cuts. However, except as provided in d) below, the DISTRICT shall not be required to obtain a surety bond for such work and instead shall be bound by the following terms and conditions:

- a) The DISTRICT shall be responsible for repairing the open cut for a six (6) month period after the final restoration of the open cut.
- b) During and on the last day of the 6 month period, the COUNTY may request certain repairs or further restoration be made to the open cut consistent with the COUNTY's policies, in which case, the DISTRICT shall make such repairs or restoration within thirty (30) days of receiving written notice from the COUNTY.
- c) In the event the DISTRICT fails to make such repairs within the time frame allowed or such repairs are inadequate after the thirty (30) day notice and opportunity to cure required by Section 8, or emergency repairs are required, the COUNTY may make such repairs as it deems necessary and invoice the DISTRICT for the cost of such work. Upon receiving such invoice the DISTRICT shall, within forty-five (45) days, make payment to the COUNTY.
- d) Work involving open cuts on COUNTY thoroughfare and non-thoroughfare roads, performed for the DISTRICT by Contractors, having a value of

more than \$200,000, shall be bonded under a Payment and Performance Bond and name the County as an obligee in accordance with Florida Statute Section 255.05.

- e) The DISTRICT shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverage and limits (including endorsements), as described as follows: DISTRICT agrees to maintain, or self-insure, Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute Chapter 440. DISTRICT agrees to provide a statement, or Certificate of Insurance, evidencing insurance or self-insurance for the above required coverages. DISTRICT agrees to maintain its self-insurance or insurance and such insurance shall be primary with respect to any coverage afforded to or maintained by COUNTY in the event the DISTRICT is responsible for such coverage under this Agreement. DISTRICT agrees compliance with the foregoing insurance requirements is not intended to nor construed to relieve DISTRICT of its liability and obligations under this Agreement. DISTRICT shall agree to provide the COUNTY with at least ten days (10) prior notice of any cancellation, non-renewal or material change to the insurance coverage.

- f) In the event the DISTRICT engages a contractor to perform work associated with this Agreement, the DISTRICT will require each contractor engaged by the DISTRICT to maintain:

- 1) Commercial General Liability or Business Auto Liability, at limits not less than \$500,000 each occurrence. DISTRICT agrees to have contractor endorse Palm Beach County Board of County Commissioners as an "Additional Insured" to the Commercial General Liability, but only with respect to the contractor's

negligence other than County's negligence arising out of this Agreement. This paragraph does not apply to liability policies which afford only indemnity based claims-bill coverage.

2) Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute Chapter 440.

Section 4. **AREA SUBJECT TO AGREEMENT:** The terms of this Agreement shall apply to all open cuts performed by the DISTRICT on COUNTY thoroughfare and non-thoroughfare roads located in the DISTRICT's utility service area.

Section 5. **TERM:** This Agreement shall be dissolved upon mutual consent of both parties after a 60 day notification by either party, and as long as there are no outstanding permits for which sureties were waived under this agreement, in which case the agreement will remain in effect until the open permit(s) are satisfactorily closed out.

Section 6. **INDEMNIFICATION:** In the event a claim or lawsuit is brought against the COUNTY, its officers, employees, servants or agents which is caused by or arises out of or is directly or indirectly related to the DISTRICT's negligent acts or omissions in performing work under this Agreement, the DISTRICT, to the extent set forth in Florida Statute 768.28 (\$200,000 per person/\$300,000 per claim) agrees to save, defend, reimburse, indemnify and hold harmless the COUNTY, its officers, employees, servants and agents from any and all claims, demands, damages, liabilities, causes or actions, legal or administrative proceedings, judgments, interest, attorney's fees, costs and expenses of whatsoever kind or nature. The DISTRICT's aforesaid obligations or portions or applications thereof shall apply to the extent set forth in section 768.28, Florida Statute, but in no event shall they apply to liability caused by the negligent acts or omissions of the COUNTY, or its agents, servants, employees or officers. This indemnification provision is also mutual from COUNTY to DISTRICT. The foregoing shall not be construed as consent by the DISTRICT or COUNTY to be sued or for the

benefit of any third parties.

Section 7. **NOTICE OF COMPLAINTS OR SUITS:** Each party will promptly notify the other of any citizen complaint, claim, suit, or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement.

Section 8. **BREACH AND OPPORTUNITY TO CURE:** The parties expressly covenant and agree that in the event either party is in default of its obligations under this Agreement, the party not in default shall provide to the defaulting party thirty (30) days written notice before exercising any of its rights.

Section 9. **ENFORCEMENT COSTS AND WAIVER OF JURY TRIAL:** Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties; provided, however, that this clause pertains only to the parties to this Agreement. Further, the parties agree to waive their rights to a trial by jury in the event a dispute arises out of or is related to this Agreement.

Section 10. **NOTICE:** All notices required to be given under this Agreement shall be in writing, and deemed sufficient to each party when sent by United States Mail, postage prepaid, to the following:

As to the COUNTY:

Palm Beach County Engineering Department
Land Development Division
Joanne M. Keller, P.E., Director
2300 North Jog Road
West Palm Beach, Florida 33411-2745

As to the DISTRICT:

Loxahatchee River District
Attention: Executive Director
2500 Jupiter Park Dr
Jupiter, FL 33458

Section 11. **MODIFICATION AND AMENDMENT:** Except as expressly permitted herein to the contrary, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

Section 12. **REMEDIES:** This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such 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. To encourage prompt and equitable resolution of any litigation, each party hereby waives its rights to a trial by jury in any litigation related to this Agreement.

Section 13. **JOINT PREPARATION:** The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.

Section 14. **EXECUTION:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 15. **FILING:** A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

Section 16. **EFFECTIVE DATE:** This Agreement shall take effect upon execution.

Section 17. **COMPLIANCE WITH CODES AND LAWS:** Each party agrees to abide by all laws, orders, rules, policies and regulations.

Section 18. **ACCESS AND AUDITS:** The DISTRICT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing work associated with this Agreement for at least three (3) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records and documents as required in this section for the purpose of inspection or audit during normal business hours, at the DISTRICT.

The COUNTY has established the Office of the Inspector General in COUNTY Code Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed COUNTY contracts, transactions, accounts and records to require the production of records and to audit, investigate, monitor and inspect the activities of the DISTRICT, its officers, agents, employees and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of 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 provided such Local Government is a special district that has previously and by separate written instrument agreed to be subject to said Inspector General's authority or is a municipality.

Section 19. **THIRD PARTY:** No provision of this Agreement 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 Agreement, including but not limited to any citizen or employees of the COUNTY and/or DISTRICT.

Section 20. **FULL FORCE AND EFFECT:** In the event that any section, paragraph, sentence, clause or provision hereof is held in valid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

Section 21. **NONDISCRIMINATION:** The COUNTY and DISTRICT agree that no person shall, on the grounds of race, color, religion or creed, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, be discriminated against in performance of this Agreement.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESSES WHEREOF, the undersigned parties have executed this Interlocal Agreement on the day and year first written above.

ATTEST:
Sharon R. Bock, Clerk
& Comptroller

PALM BEACH COUNTY, FLORIDA, BY
ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
Assistant County Attorney

By: _____
County Engineer

ATTEST:

LOXAHATCHEE RIVER ENVIRONMENTAL
CONTROL DISTRICT

By: _____
DISTRICT Clerk

By: _____
Executive Director

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
DISTRICT Attorney

f:\land_dev\interlocal agreements - open cut\lrecd\loxahatchee river environmental control district 2016 jmk.docx

This item is not available for Board consideration.

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: GOVERNING BOARD

FROM: KARA PETERSON

DATE: MARCH 11, 2016

SUBJECT: DISPOSAL OF FIXED ASSETS

Whenever the District disposes of furniture, equipment or other fixed assets which are worn out or no longer of use, we are required by Florida Statutes to bring the matter to the attention of the governing body. Therefore, consistent with our procedures in prior years, I request your authorization to dispose of the items listed on the attached schedule.

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

I offer the following motion for your consideration:

“THAT THE GOVERNING BOARD authorize the Executive Director to dispose of the property listed in the attached schedule. The fixed assets have no book value.”

fiscal\audit\FA disposal\disposal 3-16-2

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

TAG #	F/A #	DESCRIPTION	Date Recorded	Acquired Value	Book Value	Auction Value
		<u>Due to their condition these items are to be sold:</u>				
1636	ME48	Equipment trailer	09/30/88	\$ 4,095.00	\$ -	
2442	PE52	Scag mower model STT52A-27CH	09/30/05	\$ 7,439.20	\$ -	
2514	PE53	2006 Emerson 18' trailer	09/30/06	\$ 3,350.00	\$ -	
2512	ME359	Easy Locator	09/30/06	\$ 11,285.00	\$ -	
2572	PE0063	John Deere Gator cart	09/30/09	\$ 6,307.20	\$ -	

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

DATE: March 8, 2016

DEPARTMENT: ADMINISTRATION

Clinton R. Yerkes, Deputy Exec. Director *CRY*

OPERATIONS

Tom Vaughn, Director of Operations

BUDGET: \$85,000.00/Yr.

PURCHASE

AUTHORIZATION: \$130,227.82

ACTION

REQUEST: Authorize Award of Contract for Purchase of Chlorine.

DESCRIPTION: Chlorine disinfection is an essential part of the plant treatment system and the production of IQ Water.

This is an Annual Contract that we are “piggy-backing” on the City of Port St. Lucie, Bid No. 20150111 that was awarded after receiving competitive bids in December, 2014.

Both Pt. St. Lucie and Allied Universal have agreed to the District “piggy-back” of the contract.

SUGGESTED MOTION:

“THAT THE DISTRICT GOVERNING BOARD authorize the “piggy-back” of the City of Pt. St. Lucie contract and execute a District Purchase Order in the amount of \$130,227.82, for the purchase of bulk chlorine from Allied Universal Corporation for the period beginning March 11, 2016.”

Purchases will not be made under this contract until after the Board authorization.

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

V://cip/special/Annual Contrct2016/Chlorine/Board Mmo 3-8-2016

Gordon M. Boggie
Board Member

Dr. Matt H. Rostock
Board Member

Stephen B. Rockoff
Chairman

Harvey M. Silverman
Board Member

James D. Snyder
Board Member



3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623 office
305-463-8369 fax

Loxahatchee River District
Hazel Figueroa
2500 Jupiter Park Drive
Jupiter, FL33458
Hazel.figueroa@lrecd.org

March 7, 2016

**Re: E-Bid #20150111
Liquid Chlorine Gas**

Dear Ms. Figueroa:

Please use this letter as confirmation that Allied Universal Corporation will allow the Loxahatchee River District to piggyback on the City of Port St. Lucie # 20150111, for Chlorine Gas Ton, with pricing listed below.

Chlorine Gas Ton	\$422.11/ton
------------------	--------------

This bid award was approved by City of Port St. Lucie on September 28, 2015.

The term of this "piggyback" agreement is from March 11, 2016 to September 30, 2017, during which the Loxahatchee River District agrees to purchase from Allied all of their Chlorine needs.

Per our communication, we will sell you also 150# cylinders at the price of \$85.00 per cylinder.

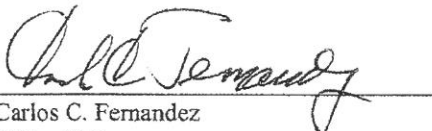
If you are in agreement and wish to be included in this Bid Contract please signify by signing this letter and returning by March 9th, 2016, by fax to (305) 463-8369.

Thank you for your cooperation and consideration.

Respectfully,

ALLIED UNIVERSAL CORP.

ACCEPTED



Carlos C. Fernandez
V.P. of Sales

Customer

Print name/title

Signature _____ Date

/as
cc: Jim Palmer, AUC President/CEO
Bernie Greenberg, AUC Sales Rep

3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623

9501 Rangeline Road
Ft. Pierce, Florida 34987
772-464-6195

30 Neil Gunn Drive
Ellisville, MS 39437
601-477-2550

5215 W. Tyson Avenue
Tampa, Florida 33611
813-832-4868

8350 NW 93rd Street
Miami, Florida 33166
305-888-2623

204 SCM Road
Brunswick, GA 31525
912-267-9470

1405 Possum Hollow Road
Ranger, GA 30734
706-334-7377

7160 Philips Highway
Jacksonville, FL 32256
904-438-4976

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

FROM: CLINTON R. YERKES
Deputy Executive Director

DATE: MARCH 7, 2016

SUBJECT: 16" SEWER BRIDGE CROSSING (Alt. A1A)
On-Bridge Engineering Services Contract

Over the past several months District staff has been working with Mathews Consulting, Inc. to evaluate options for replacing the existing 24" sub-aqueous force main crossing the Loxahatchee River west of the FEC railroad bridge. One of the Alternates being evaluated was the ability to hang a new force main on the Alt. A1A (Damon) bridge.

During recent conversations it was found that the Town of Jupiter was designing a replacement water main on the same bridge. The design engineer for the Town's work is Hazen & Sawyer. The Town has agreed to an Interlocal Agreement to construct our mutual facilities under 1 contract administered by Hazen & Sawyer Engineers.

Hazen has prepared an Engineering Services scope, specific to our requirements that will catch us up to the Town's schedule. The project requires one engineer, due to the design of hangars that will be used to carry the pipes. Upon completion of the design this project will be carried out by the Town under an Interlocal Agreement.

The proposed Task Order No. 26 has been reviewed by District staff and is complete through the bidding phase of the project.

The following motion is suggested for approval:

"THAT THE DISTRICT GOVERNING BOARD authorize award of contract to Hazen & Sawyer for Task Order No. 26, Damon Bridge 16" Sewer Pipeline, in the amount of \$47,900.00, in accordance with their proposal dated March 4, 2016."

Should you have any questions, please contact me.

V://cip/proj/Alt A1A Bridge FM/Engineer/Board Awrd mmo

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

TASK ORDER No. 26

Loxahatchee River District – 16-inch Sewer Bridge Crossing

Damon Bridge Sewer Pipeline

Date: March 4, 2016

PREAMBLE

The Loxahatchee River District (hereinafter LRD) has requested that Hazen and Sawyer, P.C. (Hazen), provide engineering services for design and permitting of a 16-inch sewer pipeline to be installed on the Alternate A1A Bridge known as the "Damon Bridge". This project is being implemented under the continuing services contract at this time since the Town of Jupiter (Town) is in the process of replacement of an existing water main on this bridge which would facilitate permitting and construction. The project will be coordinated with the Town's project that consists of replacement of an existing 20-inch diameter water main with a new 12-inch water main. It is assumed that the water main pipeline and sewer pipeline will be bid as separate items under one contract. It is further assumed that the sewer pipeline will be extended less than 50 feet from both ends of the bridge and capped for future connection by the LRD.

SCOPE OF SERVICES

TASK 1 – Design and Permitting

Design piping system and supports for the 16-inch sewer pipeline. Design calculations will support permit requirements to validate structural loads to the existing bridge. Applicable permit applications will be modified to accommodate inclusion of the 16-inch sewer pipeline. For the purpose of this task order, it is assumed that no additional surveying will be required as the sewer pipeline will be terminated within the limits of the existing survey. Permits included in this task order are shown below:

- Prepare and submit for a Florida Department of Transportation (FDOT) Utility Permit
- Prepare and submit Florida Department of Environmental Protection (FDEP) Request for Verification of Environmental Resource Permit (ERP) Exemption Application and supporting documents
- Prepare and submit for a Town of Jupiter Engineering Department permit (two sets of signed and sealed plans and supporting documentation)
- Prepare and submit Army Corps of Engineers (COE) General Permit

It is assumed that no other permits (other than those obtained by the Contractor) will be necessary for the completion of this work. Permitting services relative to permits not listed above are not anticipated, and if required would be added as an amendment to this task order.

Prepare responses to request for additional information (RAI). It is recognized by LRD that neither LRD nor Hazen can control the number of RAIs issued. This scope of work assumes that up to two (2) requests for additional information may be required prior to acceptance. Again, due to the uncertainties surrounding today's regulatory environment, it is difficult to predict issues that may arise as a result of the above submittal. Additional costs may be incurred should permitting agencies request information beyond that which is assumed.

Task 1 Deliverables

1. Draft copy of FDOT Utility Permit
2. Draft copy of FDEP ERP
3. Draft copy of Town permit
4. Draft copy of COE permit
5. Draft copy of FDEP permit
6. Final copy of FDOT Utility Permit
7. Final copy of FDEP ERP
8. Final copy of Town permit
9. Final copy of COE permit
10. Final copy of FDEP permit
11. Responses as applicable for each of the above

TASK 2 – Contract Documents

Prepare contract documents consisting of technical specifications and engineering drawings for installation of a 16-inch sewer line. Contract documents for the water main project will be modified to include the 16-inch sewer line with air release valve discharge line to the mainland. It is assumed that the projects will be bid as a single project with the sewer main listed as a separate bid item. Town of Jupiter front end documents will be used.

Review of the contract documents will be coordinated with the Town's review process. A set of draft contract documents will be submitted to the LRD for review at the 100% complete phase. A review meeting will be held within two weeks of submittal of the 100% complete documents to discuss comments. Hazen will prepare and distribute meeting minutes from the review meeting. Written comments received during the review meeting will be incorporated into the final bid set documents. The final bid set documents will be submitted within approximately two weeks of receipt of written comments (two hard copies and one PDF copy).

Prepare a construction cost estimate at the 100% complete (bid ready) stage. Also prepare a preliminary construction schedule.

Task 2 Deliverables

1. Draft copy of 100% complete contract documents
2. Review meeting minutes
3. Final bid set copy of contract documents
4. Construction cost estimate at 100% complete phase
5. Preliminary construction schedule at 100% complete phase

TASK 3 – Bidding Assistance

Assist with procurement of qualified and licensed contractor for said work. Services to be provided include:

- Participation in a pre-bid conference with prospective bidders
- Preparation of meeting minutes of the issues discussed. Minutes from the pre-bid meeting will be prepared and included in the bid set
- Preparation of timely responses to the inquiries of prospective bidders by preparing addenda to interpret and clarify the bidding documents
- Provide LRD with copies of files of the addenda documents

- Coordinate with Town and LRD during bid opening and determine the responsiveness of the bidders

Upon receipt of bids, Hazen will review bids for completeness. A letter will then be prepared and submitted to the Town and LRD with bid tabulation, evaluation of qualifications and bid completeness, and a recommendation for award to the most responsive bidder. This scope of services includes no allowance for assistance to the LRD in the event of a bid protest. It is assumed that the Town will prepare contract documents for execution.

Task 3 Deliverables

1. Meeting minutes from pre-bid meeting
2. Copies of clarification / addenda
3. Bid review letter
4. Conformed set of contract documents

ASSUMPTIONS:

The following is a list of additional assumptions not previously mentioned:

1. LRD will provide any available existing site information
2. Permit fees will be shared by LRD and Town, as applicable
3. LRD will coordinate with Town for pro-rated cost distribution related to mobilization and demobilization
4. Town of Jupiter standard front ends will be used
5. Town’s implementation schedule will be modified to incorporate permitting, design and construction of the 16-inch sewer pipe
6. Said work will be coordinated with Mathews Consulting for location, materials and connections

COMPENSATION

The compensation for engineering services provided under this work order shall be on a lump sum basis for a total amount of \$47,900. A cost breakdown by task for engineering services described in this task order follows:

DESCRIPTION	FEE
Task 1 – Design and Permitting	\$28,900.00
Task 2 – Contract Documents	\$16,300.00
Task 3 – Bidding Assistance	\$2,700.00
Total Project Costs	\$47,900.00

SCHEDULE

The duration of major work tasks are summarized below:

DESCRIPTION	ESTIMATED TIME FROM NTP
Task 1 – Design and Permitting	14 weeks
Task 2 – Contract Documents	14 weeks
Task 3 – Bidding Assistance	20 weeks
Total Project Duration	20 weeks

NTP = Notice to proceed

This item is not available for Board consideration.

This item is within the Executive Director's signing authority.

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: MARCH 7, 2016
SUBJECT: LRD-BWS RESTATED LICENSE AGREEMENT

On July 21, 2011 the LRD Governing Board authorized then Chairman Boggie to execute the Restated LRD-BWS License Agreement. That agreement included a ten year term (from the original execution date) with five (5) optional five (5) year renewals upon the same terms and conditions.

The full LRD-BWS Restated License Agreement is provided following this memorandum.

I am happy to report that both BWS and LRD staff are happy with the Restated License Agreement. Both Mr. Hitzig and I recommend your approval of the restated license agreement as presented, and I offer the following suggested motion:

“THAT THE DISTRICT GOVERNING BOARD authorize Chairman Boggie to execute the first five year optional renewal through March 22, 2021 of the LRD-BWS Restated License Agreement.”

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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

Restated LICENSE AGREEMENT – 1st Renewal

THE Restated LICENSE AGREEMENT, dated as of August 11, 2011, between the Loxahatchee River Environmental Control District, having an office located at 2500 Jupiter Park Drive, Jupiter, Florida 33458; and THE BUSCH WILDLIFE SANCTUARY, INC., a Florida Corporation, having an office at 2500 Jupiter Park Drive, Jupiter, FL 33458, is hereby renewed through March 22, 2021.

IN WITNESS THEREOF, the parties have executed the first of five optional five year renewals for the Restated License Agreement.

Witnesses: THE BUSCH WILDLIFE SANCTUARY, INC
a Florida Corporation

Peter, W. Busch, Chairman/Founder
Dated: _____, 2016

Witnesses: LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

By Gordon M. Boggie, Chairman
Dated: _____, 2016

July 21, 2011

Restated LICENSE AGREEMENT

THIS Restated LICENSE AGREEMENT, dated as of August 11, 2011 is to amend and restate the LICENSE AGREEMENT dated March 8, 2006, the IMMEDIATE AMENDMENT dated January 18, 2007, the Eco Center Amendment dated October 23, 2006, and the Water Use Amendment dated October 21, 2010, between the Loxahatchee River Environmental Control District, ("District") having an office located at 2500 Jupiter Park Drive, Jupiter, Florida 33458; and THE BUSCH WILDLIFE SANCTUARY, INC., a Florida Corporation, ("Busch") having an office at 2500 Jupiter Park Drive, Jupiter, FL 33458, as well as to incorporate amended terms to include the "Wildlife Hospital".

RECITALS. WHEREAS, Busch is a not for profit corporation dedicated to the protection and conservation of Florida's wildlife and natural resources, and a provider of environmental education programs and wildlife rehabilitation and management services and wishes to incorporate the District's "old" Wildpine Lab (referred to herein as the "Wildlife Hospital") into its existing facilities referred to as the Busch Wildlife Sanctuary, including the Discovery Center Building (formerly referred to as "Eco Center", "Visitor Center", and "Otter Creek") and grounds owned by the District. The Parties wish to enter into this Restated License Agreement for the District's property for environmental education facilities and other services.

WHEREAS, on June 19, 2008 and June 16, 2011, the Governing Board of the District approved in concept the Lease of the Wildlife Hospital to Busch Wildlife Sanctuary.

NOW THEREFORE IN CONSIDERATION OF TEN DOLLARS (\$10.00) and other good and valuable consideration, the parties agree as follows:

Contingent Amendment. The Contingent Amendment dated January 18, 2007 between the parties is deemed null and void, as the District's Administrative Building is not available to Busch.

New Wildpine Lab: The District has constructed and occupied a "new" Wildpine Lab.

Wildlife Hospital Renovations: Upon execution of this License Agreement, Busch shall take possession of and begin the process of renovating the Wildlife Hospital to accommodate wildlife rehabilitation and veterinarian services, at the sole cost and expense of Busch in accordance with the concept plans presented to the District at the July 17, 2008, Governing Board meeting, copies of which are attached hereto as the "Wildpine Lab Renovations Exhibit C". Busch is responsible for preparation of the "Plans" and "Improvements" and obtaining the "Approvals" in accordance with this License Agreement, including ¶s 30 & 31.

Welcome Center Building: Busch is in the process of obtaining an alternative structure for the old gift shop facilities within the Discovery Center (herein referred to as the "Welcome Center"). Busch is responsible for preparation of the "Plans" and "Improvements" and obtaining the "Approvals" in accordance with this License Agreement, including ¶s 30 & 31. The District agrees to reimburse up to \$50,000.00 to assist Busch in obtaining or constructing an alternate structure to house the Welcome Center including site plan, plumbing, electrical, construction of a new entrance, or any other associated expense to the external area of the Welcome Center. Busch shall complete the renovation of the Discovery Center, Construction (or abandonment) of the Welcome Center, and Wildpine Lab Renovations before beginning any new construction projects, unless otherwise approved by LRD.

Discovery Center Renovations: Busch is in the process of renovating the Discovery Center Building. Busch shall remove the gift shop and maintenance shop and renovate the Discovery Center to accommodate environmental education activities at the sole cost and expense of Busch in accordance with the concept plans presented to the District at the July 17, 2008 Governing Board meeting, copies of which are attached hereto as the "Discovery Center Renovations Exhibit D". Busch is responsible for preparation of the "Plans" and "Improvements" and obtaining the "Approvals" in accordance with this License Agreement, including ¶s 30 & 31.

Perimeter Fencing: The District will replace &/or improve in segments the existing security fence by installing and maintaining an 8' security fence on the perimeter of the District site.

The License Agreement terms are amended and restated as follows:

I. SPECIFIC LICENSE TERMS AND CONDITIONS:

1. The District as owner of the land, Discovery Center Building (approx. 1,600 s.f. wood frame building), Wildlife Hospital, and Busch Trailer will license the Discovery Center Building, Wildlife Hospital, Busch Trailer, Welcome Center when added, and grounds, as generally described and presented in Exhibit A, to Busch for \$10.00 per year. Notwithstanding the general location of District property proposed for the Busch Wildlife Sanctuary operation as shown in Exhibit A, a condition of this license is the agreement by Busch of the existence of District underground utility lines and infrastructure and potential need for future underground and above ground utility lines and infrastructure which shall be allowed at all times within the boundaries subject to this agreement.

2. The Term of the License Agreement is ten (10) years from March 8, 2006 to March 8, 2016, with five (5) optional five (5) year renewals upon the same terms and conditions. Provided however, either party may terminate this Agreement by providing written notice to the other of its intention not to renew not less than three hundred sixty five (365) days prior to the expiration of the Agreement Term or any Renewal Date.

3. Busch will pay the salary and overhead of Busch personnel directly associated with the operations at Busch Wildlife Sanctuary.

4. Intentionally left blank.

5. Busch will be responsible for all separately metered electric utility bills for Busch Wildlife Sanctuary operations, and pay for its own telephone services, and solid waste service (garbage and recycling). Wastewater utility service is considered included in the lease payment terms and will continue to be provided by the District. District will provide Busch with up to a \$125.00 per month allowance credit for District warehouse paper supplies to be used in the Public Restrooms and other supplies as authorized by the District's Executive Director. Potable water, in the amount of 1,604,633 gallons per year (October 1 through September 30), is considered included in the lease payment terms and will continue to be provided by the District. Busch shall reimburse the District for potable water use in excess of 1,604,663 gallons per year at the Town of Jupiter usage rates and charges in existence at the time the District bills Busch for the excess annual potable water use. The Irrigation Quality Water Agreement dated November 19, 2010 between the District and Busch is incorporated herein by reference.

6. Busch will pay for all operating supplies and expenses at the Busch Wildlife Sanctuary.
7. Busch will maintain the Wildlife Hospital, Discovery Center, Busch Trailer, Welcome Center when added, and grounds, and pay for all repairs up to \$2,500.00 per item per repair per Building up to a total amount not to exceed \$10,000.00 per calendar year per Building (\$40,000.00 in total). Written approval from the District must be obtained for all structural repairs and modifications to the Wildlife Hospital, the Discovery Center, and Busch Trailer and the Welcome Center when added, prior to initiation of said structural repairs and/or modifications.
8. Busch will be responsible for security to the Wildlife Hospital, the Discovery Center, Busch Trailer, the Welcome Center when added, and ancillary structures utilized by Busch.
9. Busch will indemnify, defend and hold harmless the District against all claims of liability resulting from its uses and operations at the Busch Wildlife Sanctuary.
10. Busch will operate the Busch Wildlife Sanctuary as an open to the public facility for a minimum of 260 days per calendar year to provide interpretive tours and educational opportunities. Should Busch choose to charge a general admission fee, such fees shall be mutually agreed upon by LRD and Busch. Busch reserves the right to set the fees for special events, activities, tours, classes, and other approved uses as generally described in Exhibit B.
11. Busch will offer a minimum of 100 days of educational instruction to students at the Busch Wildlife Sanctuary during the school year.
12. Busch will provide a minimum six (6) week summer educational programming based at the Busch Wildlife Sanctuary for students and camps.
13. Busch shall pursue opportunities to recognize the partnership between Busch Wildlife Sanctuary and the Loxahatchee River District, as set forth in paragraphs 13.1 and 13.2 below.
 - 13.1 Within the boundaries of the District as defined by the legislature, Busch will endeavor going forward to ensure that all printed and text materials including but not necessarily limited to letterhead, site signage, brochures, interpretive flyers and maps, advertisements, notices, mailers, banners, remote exhibition signage, web sites, etc., incorporate the logo of the District where practical and operate under the name: "Busch Wildlife Sanctuary at Loxahatchee River District".
 - 13.2 Busch shall endeavor, where practical, to incorporate into the Busch Wildlife Sanctuary interpretative tours, educational programs and lesson plans, the mission and accomplishments of the District including sewer & I.Q. Water Reuse, WildPine Laboratory research & monitoring projects, and preservation initiatives. Within the boundaries of the District as defined by the legislature, Busch agrees it shall operate in partnership with the District's environmental outreach program.
14. Busch will allow the District and/or the Friends of the Loxahatchee River to have access to the Busch Wildlife Sanctuary and use of the facilities for special functions/events, provided such use is mutually agreed upon and that the specified function/event will not conflict with the operations of Busch Wildlife Sanctuary.

Busch agrees to actively participate, at no additional charge to the District unless otherwise mutually arranged, in such functions/events designated by the District, up to eight (8) times a calendar year. Such activities may include, but not necessarily be limited to, RiverFest, symposiums, and other events sponsored by the District. Additionally, the District extends the same courtesy to Busch, and agrees to allow Busch use of the District's Board Room and/or River Center facilities, provided such use is mutually agreed upon and that the specified function/event will not conflict with the operations of District and/or River Center.

15. Busch and District agree to support one another in the applications for grants relative to the Busch Wildlife Sanctuary and/or the District. Busch agrees to pursue grants for the Busch Wildlife Sanctuary and if grants are obtained specifically for the Busch Wildlife Sanctuary at Loxahatchee River District, said grants must be utilized for said purpose.

16. All grant applications specific to the development of the Busch Wildlife Sanctuary facilities shall be mutually agreed upon by the Executive Director of the District and the Executive Director of Busch.

17. Busch will be responsible for and receive all net revenue from the sale of products and services specific to Busch Wildlife Sanctuary.

18. Busch will market products of District and the Friends of the Loxahatchee River and will pay District and the Friends of the Loxahatchee River the net revenue received from such products.

19. By May 1st of each year, Busch shall provide to the District Director of Operations an annual hurricane preparedness plan for the Busch Wildlife Sanctuary facilities and operations.

20. Busch shall provide the District with copies of their annual budget and financial statements, and any audits performed.

21. Busch shall provide a quarterly written summary and verbal report on its activities to the District Governing Board at a Governing Board meeting.

22. One member of the District Governing Board, or their designate, shall have rights to be a formal voting member on the Busch Wildlife Sanctuary Board of Directors, providing that such position, or particular vote of the Busch Board does not create a conflict of interest for either party. Busch hereby waives any claim for conflict of interest as to the member of the District Governing Board, or their designate, arising solely out of being a member of the Busch Board of Directors.

23. Busch shall award a position on its advisory council to a member of the District staff or their designate.

24. Busch and the District shall hold joint meetings of Senior Staff at least quarterly with the date, schedule and agenda set by the District with solicited input from Busch. The District shall provide at least ten (10) business days notice of the date of the meeting. The intent of these meetings is to foster strategic discussions and coordination on current and future projects, activities, and operations that may affect either party, identify areas for improved coordination, and resolve issues. It is not the intent of these regular meetings to prevent any 'as needed' communications.

II. POTENTIAL FUTURE OPPORTUNITIES

The intent of this section is to memorialize the good faith intentions of the District and Busch for either future amendment to this agreement or separate agreements in the future. This section is not intended to be binding in any manner to the terms and conditions of this agreement. The items listed below are not intended to be a limitation upon the potential future opportunities between the District and Busch.

25. Intentionally left blank.

26. **Expansion of Busch Facilities.** There may be future desires and opportunities for expansion of Busch Wildlife Sanctuary facilities or interpretive tours onto other parts of the District grounds (i.e. blending and distribution lakes). If approved by the District, expansion by Busch onto other areas of the District property will be conducted at no cost to the District. Exceptions may exist for cost sharing if it is mutually agreed that proposed expansions provide a direct benefit to both parties.

27. **Contract for Services.** This agreement is not intended to limit future additional relationships with Busch. Future opportunities may exist for the District and Busch to engage in additional agreements for services which may include but not necessarily limited to Busch developing and conducting District education programs, regional interpretive tours, satellite facilities management, or capital expansion of Busch Wildlife Sanctuary facilities to view and promote interpretive experience of sanctuary visitors relative to the function and successes of the District's wastewater utility, I.Q. Reuse program, and District legislative mission of environmental preservation of the Loxahatchee River Watershed.

III. GENERAL LICENSE TERMS AND CONDITIONS:

28. **PREMISES AND USE.** The location and description of the Premises is shown on Exhibit A to include the Wildlife Hospital. The Premises will be used by Busch for the purpose of environmental education, animal sanctuary, and the other uses currently conducted by Busch which Uses are specifically listed on Exhibit B attached hereto and made hereof (the "Uses"). All additional proposed Uses are subject to the prior written approval of the District. Should an issue arise that potentially poses a threat to public health, safety and welfare and/or adversely affecting the District's current and/or future proposed operations and functions, the District will attempt to work with Busch to resolve any such issue before final action is taken by District. The District reserves the right to revoke authorization for a permitted Use based upon public health, safety and welfare, and/or adversely affecting the District's current and/or future proposed operations and functions. In the event of circumstances resulting in a District's decision to revoke an approved use, the decision process will be conducted in accordance with applicable State laws, rules, and regulations, in a non-arbitrary and non-capricious manner.
29. **RENT.** Rent will commence upon the date of execution of this agreement and shall be paid in advance for each year of the Agreement Term and the Renewal Term(s).
30. **Design and Placement of Improvements.** From time to time hereafter, the District and Busch shall mutually agree on the design and placement of any Improvements on the Premises to be made by Busch (the "Improvements"). Busch shall give the District plans and specifications ("Plans") showing the proposed design of the

Improvements. The Plans will include a site map showing where the Improvements will be constructed and installed at the Premises. If Special Projects proposed by Busch include a request for utilization of District employee labor and materials, the proposal shall include a list of requested materials and requested District labor. Prior to proposal submittal by Busch for approval by the District, Busch shall discuss the proposal with the District Director of Operations to determine project feasibility and accuracy of proposal estimate of requested materials and District employee labor. The District has thirty (30) working days after receipt of the Plans to review and approve them or to request reasonable modifications to the Plans. Busch shall accommodate all reasonable requests by the District, including aesthetics and location of the Improvements on the Premises. The District will grant or deny its final approval of the Plans in writing within thirty (30) working days after Busch submits revised Plans reflecting modifications requested by the District. The District grants to Busch, its agents, employees and independent contractors, the right to enter upon the Site at all reasonable hours to perform field-work necessary to complete the Plans, so long as the District has (24) hours prior written notice of the same and such party has necessary insurance required by the District naming the District as an additional insured on projects or improvements exceeding \$25,000.00. Busch acknowledges the District has the right at all times to install the District's equipment and improvements in, upon, above, underneath, around, and at the Premises, subject to the operational limitations of Busch's Improvements.

31. **Construction of Improvements.** After Busch and the District agree on the Plans, Busch will apply for and obtain all necessary permits or other approvals, including but not limited to zoning, required by state law and local laws, rules, regulations, ordinances (the "Approvals") as a condition for the construction of the Improvements. The District will reasonably cooperate with and assist Busch in obtaining the Approvals. The District will promptly sign all applications and other papers which must be signed by the owner of the Site in order for Busch to obtain the Approvals. Busch will pay all costs of obtaining the Approvals, and all costs of constructing and installing the Improvements. Busch shall obtain both a payment and performance bond in accordance with Florida Statutes 255.05 et. al., for all contracted work performed at the Site estimated by the District to be in excess of \$25,000.00. Busch shall construct the Improvements in a good and workmanlike manner, and will comply with all applicable Federal, State and other governments, local laws, rules, regulations, ordinances and requirements. Busch shall make every effort to avoid interfering with the District's operations and activities at the Site. If Busch needs to undertake construction activities which are likely to cause high levels of noise, dust, or other hazardous conditions at the Site, Busch will give the District advance notice of a minimum of fourteen (14) days of the construction activities so that the District can give appropriate notices and information to personnel at the Site and other concerned parties. The District grants Busch a temporary easement over the Site for ingress, egress, access, equipment, storage, vehicle parking, and other construction-related activities during normal business hours at a mutually agreed upon location. The temporary easement will automatically terminate when Busch completes construction and installation of the Improvements and removes all of its construction equipment and personnel from the Site.
32. **NO CONSTRUCTION LIENS.** In accordance with Florida Statutes 713.10, neither Busch nor anyone claiming through Busch shall have the right to file construction liens or any other kind of lien on the Site or Premises and the filing of this notice under the LICENSE constitutes notice that such liens are invalid. Further, Busch agrees to give actual advance notice to any contractors, subcontractors or suppliers

of goods, labor, or services that such liens will not be valid. Busch simultaneously herewith signs the Notice attached hereto and made a part hereof as Exhibit E with the update Exhibit A showing the Wildlife Hospital and agrees the Notice will be recorded in the Public records of Palm Beach County by the District.

33. **TAXES & UTILITIES.** Busch shall be responsible for the payment of all taxes (real and personal) arising from its use of the Improvements on the Premises and Busch's use of the Premises. Busch agrees to pay sales tax on its rental payments. Busch may obtain a Consumer Certificate of Exemption under Florida Administrative Code Rule 12A-1.038. As used herein, the term "sales tax" shall mean all taxes, levies and/or assessments imposed or collected by any governmental authority with respect to the rent required to be paid hereunder, whether now or hereafter imposed or collected, excluding however, Federal or State income tax payable by the District on account of the rent.
34. **ASSIGNMENT/SUBLICENSE.** Busch shall not assign or transfer this Agreement without the prior written consent of District, which consent may be withheld in the sole discretion of the District.
35. **MAINTENANCE OF PREMISES & IMPROVEMENTS.** Busch shall be 100% responsible for the maintenance, upkeep, operation, repair and replacement of the Improvements and Premises kept in good working order and in safe condition at Busch's expense, less ordinary wear and tear. Annually on the anniversary date of the LICENSE, Busch shall provide District with an Inspection Report on the Premises and Improvements detailing the condition of the same, in a form acceptable to the District. In the event Busch is not maintaining, operating, repairing, or replacing the Improvements or Premises in good working order and in safe condition in the determination of the District, after affording Busch with reasonable notice and opportunity to cure, the District has the right to conduct such maintenance, operation, repair or replacement at Busch's sole cost and expense, which shall be considered "Additional Rent" due hereunder.
36. **BUSCH INSURANCE AND INDEMNITY.** Busch shall procure and maintain a public liability policy, with limits of \$1,000,000.00 for bodily injury, \$50,000.00 for property damage, \$2,000,000.00 aggregate, with a certificate of insurance to be furnished to the District before Busch shall undertake any Improvements or Occupy the Premises. Such policies shall name the District as an additional insured and provide that cancellation will not occur without at least fifteen (15) days prior written notice to the District. Busch agrees to indemnify, save harmless, and defend District, its directors, officers, employees, and agents, from and against any and all claims, actions, damages, liability and expense (including reasonable attorney's fees and costs) arising from or out of the use and/or occupancy of the Building, the Premises, and the Improvements. Busch agrees to indemnify, save, defend and hold harmless the District against loss or expense arising from Busch's operations by reason of the liability imposed upon the District for damage because of: a) bodily injuries, including death, at any time resulting therefrom sustained by any person or persons, or b) damage to property, or c) the employees of Busch's death or disability. This paragraph survives the expiration or termination of this LICENSE. The dollar limits of insurance in this paragraph shall be increased upon the reasonable agreement of the parties at each renewal term of this Agreement.
37. **DISTRICT INSURANCE.** The District is responsible to maintain property insurance coverage (windstorm, act-of-god, fire) for the Wildlife Hospital, the Discovery Center, the Welcome Center when added, and the Busch Trailer (not exhibit

enclosures, cages, etc.) and flood insurance coverage for the Wildlife Hospital, and Discovery Center, the Welcome Center when added, in such amounts as the District determines in its sole discretion, including the right of the District to decide to self insure any and all of such risks. The District will not provide coverage for contents of Busch.

38. **NOTICES.** All notices must be in writing to the address set forth above, and are effective when sent by: (a) hand delivery, (b) overnight delivery, (c) certified mail, return receipt requested, (d) telephone facsimile transmission as long as a record of the receipt of the transmission is retained by the sending party and as long as an original of the notice is mailed to the receiving party, or (e) as otherwise provided by law.
39. **REMOVAL &/OR CLAIMING IMPROVEMENTS.** Upon Busch's termination of this Agreement, Busch shall remove its Improvements at Busch's expense, except those Improvements which shall, at the option of the District, become District property. Should District decline to claim certain of the Improvements, Busch shall remove the unclaimed Improvements at Busch's sole expense. Busch shall restore the Premises to the condition existing at the time of the Certificate of Occupancy for the Wildlife Hospital, the Discovery Center, and Busch Trailer, except for ordinary wear and tear, within thirty (30) days of the expiration or termination of this Agreement. In the event there is a failure to timely remove the Improvements or restore the Premises, District shall have the right to remove such Improvements and restore the Premises and Busch agrees to be directly responsible for the costs of such removal and restoration. This paragraph survives the expiration or termination of this LICENSE.
40. **RELOCATION.** The District shall have the right to relocate the operations of Busch and Busch's Improvements to an alternate location on the District's property and/or space within a building situated on the District's property; provided however that such relocation will (1) be at the District's expense, (2) be performed by the District or its agents, (3) not result in an interruption of over sixty (60) days in the service provided by Busch on and from the District's property, (4) be done in accordance with the terms and conditions in paragraphs 40.1 and 40.2 below,
 - 40.1 **Relocation Notice.** District will exercise its relocation rights by delivering written notice (the "Notice") to Busch. In the Notice, District will propose an alternate site on District's property on which Busch may relocate its Improvements. Busch will have thirty (30) days from the date it receives the Notice to evaluate District's proposed relocation site. If Busch fails to disapprove of such proposed relocation site in writing within said 30 day period, then Busch shall be deemed to have approved such proposed relocation site. If Busch disapproves such relocation site, then District may thereafter propose another relocation site by Notice to Busch in the manner set forth above. In the event the District and Busch cannot agree upon a relocation site, then either party may give ninety (90) days written notice to the other of the termination of this Agreement. Any relocation site which the District and Busch agree upon in writing is referred to hereinafter as the "Relocation Site", Busch shall have a period of sixty (60) days after the execution of a written agreement between the parties concerning the location of the Relocation Site to relocate its Improvements to the Relocation Site.
 - 40.2 **Survey of Relocation Site.** Upon relocation of the Improvements, or any part thereof, to the Relocation Site, all references to the Premises in the Agreement

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

41. **TERMINATION.** Busch may terminate this Agreement at any time by notice to District without further liability if Busch does not obtain all approvals (collectively "Approval") required from any governmental authority to operate on the Premises and the Improvements, or if any such Approval is canceled, expires or is withdrawn or terminated outside of the control of Busch, or if District does not have authority to enter into this Agreement, or if Busch becomes financially unable to support the operation of the facility. District may terminate this Agreement at any time by notice to Busch without further liability if the Use of the Premises and/or Improvements is determined by the governing authority to be detrimental to the public health or outside the proper authority of the District to allow the Use on the Premises.
42. **DEFAULT.** If Busch is in default under this Agreement for a period of ten (10) days following receipt of notice from the District with respect to a default which may be cured solely by the payment of money, or if either party is in default under this Agreement for a period of thirty (30) days following receipt of notice from the nondefaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, this Agreement may, at the option of the District, be terminated and the District shall be entitled to possession of the Premises.
43. **HAZARDOUS SUBSTANCES.** Busch shall not allow any substance, chemical or waste on the Premises that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Busch shall immediately remove, remediate and clean up any such substance on the Premises.
44. **INDEPENDENT CONTRACTOR.** It is understood and agreed that Busch is an independent contractor, and not an agent or employee of the District. In connection with Busch's operations and Improvements, Busch shall at its own expense: provide for all labor, supplies, tools and equipment to perform its operations; procure all necessary licenses, certificates and permits required in the performance of the operations; Pay all payroll, unemployment and Social Security taxes, sales and use taxes, and all other taxes or charges; Busch agrees and covenants to be exclusively liable for payroll taxes, and contributions under Federal, City, County and State laws, measured by amounts paid to Busch, Busch's employees, and the employee of any sub-contractor engaged by Busch, and to hold harmless, save and defend the District free from payment of any such taxes and contributions.
45. **RESTRICTIVE COVENANT.** Busch, as an independent contractor of the District, as an inducement for the District undertaking the significant capital expenditure of funds for the construction of the Welcome Center Building and Wildlife Hospital Building, hereby agrees with the District, to refrain (i) from carrying on or engaging in a similar operation; and (ii) from moving to another location within a reasonably limited time of thirty (30) years from the commencement of this Agreement and a reasonably limited area of within twenty miles of the Premises, so long as the District has available the Premises for occupancy by Busch. Provided however,

Busch may commence another operation complimentary with the Busch operation at the District (and not competitive therewith as determined by the District, after prior written approval of the District). This covenant shall be enforced by injunction by a court of competent jurisdiction in accordance with Section 542.33(2)(a), Florida Statutes (1995).

46. OTHER STANDARD PROVISIONS:

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

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

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

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

46.5 Attorneys Fees. The prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of the Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party. This paragraph survives the expiration or termination of this LICENSE.

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

July 21, 2011

IN WITNESS THEREOF, the parties have executed this Restated License Agreement the dates set forth below.

Witnesses:

THE BUSCH WILDLIFE SANCTUARY, INC
a Florida Corporation

David Stizig
John M. Mamm

[Signature]

Peter, W. Busch, Chairman/Founder
Dated: Aug 11, 2011

Witnesses:

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

[Signature]
Conty Star

Gordon M. Boggie

By Gordon M. Boggie, Chairman
Dated: July 21, 2011

Change Orders

No Change Orders are presented for Board consideration this month.

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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: GOVERNING BOARD

FROM: KARA PETERSON

DATE: MARCH 11, 2015

SUBJECT: AUDIT FOR FISCAL YEARS 2015 & 2014

The Final Annual Financial Report for the fiscal years ended September 30, 2015 and 2014 is provided for your review.

As discussed at the February meeting, the District received a 'clean' audit opinion with no recommendations to improve financial management from the auditors. This Final Annual Financial Report has no changes from the draft that was presented to you at the February meeting.

Ms. Diaz will be present at your March meeting to review the Final Annual Financial Report and answer any questions you may have. If you have questions before the Board meeting, please feel free to call Ms. Debbie Diaz directly (561-655-5855) or you can contact me.

The link to the audit report is: http://loxahatcheeriver.org/audit_budget_financial.php

I offer the following motion for your consideration:

“THAT THE GOVERNING BOARD receive the Annual Financial Report for the fiscal years ended September 30, 2015 and 2014 as prepared and submitted by Rampell & Rampell, P.A.”

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

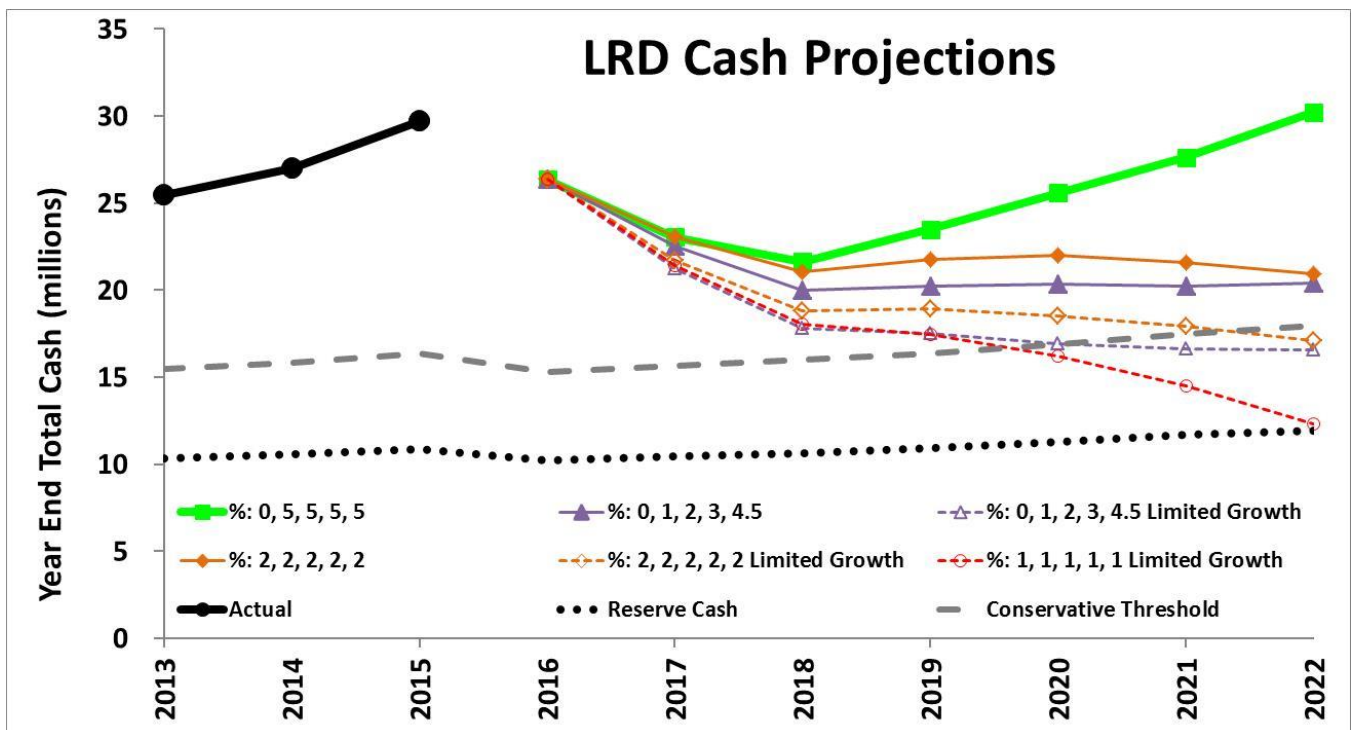
MEMORANDUM

TO: GOVERNING BOARD
 FROM: D. ALBREY ARRINGTON, Ph.D.
 DATE: MARCH 10, 2016
 SUBJECT: PROPOSED REVISION OF RULE 31-10 RATES, FEES, CHARGES

This is the time of year we take action regarding our annual rate study. Through the Rate Study process, your staff looks forward to working with you to maintain both our sound financial position and quality customer service through implementation of a reasonable rate structure.

Last month we discussed the various assumptions in the annual Rate Study Model. Those assumptions have not changed. Last month we also discussed a series of future rates that would result in a slow and steady decrease in available cash, with a general target somewhere between 100% and 150% of our “reserve cash” (restricted cash + 4 months of operating expenses). I, therefore, have added a “conservative threshold” that represents 150% of the “reserve cash” amount to the chart below, and I have run several new rate scenarios.

Model results are relatively sensitive to the rate of new development, i.e., how much new redevelopment will occur in our service area over the next 10 years. Therefore, the chart includes a ‘normal’ development rate and a ‘limited growth’ development rate for three key rate projections. Given the slowdown we have seen in development, I think considering the ‘limited growth’ projections is prudent. While all of the factors in the model include a meaningful element of uncertainty, the rate study model represents your staff’s best representation of expected future conditions.



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

Regarding the modeled scenarios:

- **0%, 5%, 5%, 5%, 5%** - this rate increase schedule results in the LRD amassing too much cash, i.e., the yearend total cash available grows steadily above our ‘conservative threshold’.
- **0%, 1%, 2%, 3%, 4.5%** - This projection, for both the normal and limited growth scenarios, results in the LRD being in sound financial condition well into the future. I believe this model scenario presents a reasonable sequence of rate increases, because our current cash position allows for a couple years of very low rate increases followed by growing rate increases that ultimately match our observed long-term growth in operating expenses (4.5%). From 2018 through 2022 this rate increase sequence results in a relatively stable amount of cash available for the ‘normal’ development rate and a slowly decreasing amount of cash available for the ‘limited growth’ development rate.
- **2%, 2%, 2%, 2%, 2%** - This projection, for both the normal and limited growth scenarios, also results in the LRD being in sound financial condition well into the future. In fact, this projection is within the margin of error of the 0%, 1%, 2%, 3%, 4.5% rate increase projection for 2022. This rate increase projection may be most attractive because it presents a series of low and stable rate increases. However, this rate increase sequence generates a more rapid rate of cash burn as we move into the future (i.e., the cash available line has a steeper, more negative slope from 2019 and into the future). Clearly, at some point in the future we would have to raise rates to match our observed long-term growth in operating expenses.
- **1%, 1%, 1%, 1%, 1%** - This rate increase sequence results in a much more rapid and significant decrease in our yearend cash available, such that by 2022 we would be bumping into our reserve cash requirements, i.e., a non-desirable financial position.

Presently, Chapter 31-10 includes 5% annual rate increases for the years 2016 through 2019. Given the model results presented above, I believe we can significantly lower our scheduled rate increases. Given the real savings we have experienced on the deep bed filter project, I support a 0% rate increase for this year. Nonetheless, I understand your desire to provide a stable sequence of projected rate increases. Therefore, when drafting the revised LRD Rule Chapter 31-10, I have inserted 2% annual rate increases for the period 2016, 2017, 2018, 2019, and 2020. I look forward to discussing the model results presented above and enacting a rate increase sequence that maintains the LRD’s sound financial position while seriously considering the impacts of such rate increases on our customers. Of course, as future uncertainties are better understood we will have the opportunity to incrementally adjust our rates as needed.

In addition to adjusting our rates, fees, and charges in Chapter 31-10, your staff and legal counsel have carefully reviewed Chapter 31-10 and have proposed a number of editorial revisions that improve the clarity of the Rule. All proposed revisions are shown as red-line edits in the attached Draft version of the rule. Proposed revisions include:

- ✓ Clarified the definition of a ‘residential unit’;
- ✓ Added ‘mobile home park’, a term that is clearly defined in Florida Statutes to ‘trailer park’ row in the table defining Non-Residential Equivalent Connections;
- ✓ The Subregional Transmission System Line Charges is increased based upon the annual increase in the Engineering News Record Construction Cost Index (“CCI”) published in the March edition of each year. Staff have revised the rule to show this increase (2.7% increase in the Western Indiantown Road Subregional Line Charge commencing April 1, 2016).

- ✓ Added Section 31-10.009(2) Payments defining acceptable payments options and limiting credit card payments to a maximum of \$5,000.00 per account per month;
- ✓ Added Section 31-10.009(3) Delinquent Quarterly Service Charge for Sewer Service adding a delinquent fee equal to 10% of the unpaid Quarterly Service Charge for Sewer Service;
- ✓ Lowered our interest rate used in enforcements and liens from 18% to 12%; and
- ✓ Wholesale and retail Irrigation Quality Water rates have been revised based upon the annual increase in the Engineering News Record Construction Cost Index as of July 1st of each year.

Your staff takes pride in providing excellent service to our rate payers. We understand your strong desire to operate efficiently while providing award-winning service. We look forward to discussing the rate study with you, and answering any questions you may have.

The following motion is offered for consideration:

“THAT THE DISTRICT GOVERNING BOARD approve the revised Rule Chapter 31-10 as presented, including a 2% rate increase for Plan Connection Charges, Regional Transmission System Line Charges, Administrative Charges, and Quarterly Service Charges for Sewer Service effective April 1, 2016 followed by annual rate increases of 2% from 2017 through 2020.”

Finally, staff and legal counsel have worked together to draft the attached lien procedure that will be used in tandem with the updated LRD Rule Chapter 31-10. Mr. Shenkman has suggested we obtain Board approval of the procedure, so the following motion is offered for your review and approval:

“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to implement the Customer Service Lien Procedure with an effective date of April 1, 2016.”

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

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

31-10.001 Definitions.

(1) Equivalent Connections – The term “equivalent connections” shall be a multiple factor determined by the amount of toilets (water closets) per individual residential and non-residential unit, the estimated public usage or average flow of wastewater per day, or a combination of the above which may be connected with or used by each parcel of land which may be connected with or used by the regional wastewater system of the District, as more particularly set forth in Sections 31-10.002 and 31-10.003 herein.

(2) Residential Unit – Residential Unit shall consist of a residential living unit or structure directly or indirectly connected to the regional wastewater system of the District including but not limited to single family dwelling, detached guest house with toilet, separate detached living structure with toilet and kitchen sink, and each separate living unit of duplexes, apartment houses, townhouses, condominiums and cooperative apartments.

(3) Non-residential Unit – Non-residential unit shall consist of a non-residential building or structure connected to the regional wastewater system of the District including, but not limited to, hotels, motels and boarding houses, wholesale and retail businesses, professional offices, schools, warehouses (including each individual bay) and without limitation all other buildings and structures of a commercial, public or quasi-public nature. Where appropriate, multiple buildings may be considered as a single Non-residential unit as determined by the District.

(4) Regional Wastewater System – The term “Regional Wastewater System” means any plant, facility or property; and additional extensions, and improvements thereto at any future time constructed or acquired as part thereof, useful or necessary, or having the capacity for future use in connection with the collection, transmission, treatment, purification or disposal of sewage of any nature or originating from any source, including industrial wastes resulting from any processes of industry, manufacture, trade or business, or from the development of any natural

resources; and without limiting the generality of the foregoing definition, shall include treatment plants, pumping stations, lift stations, valves, force mains, intercepting sewers, laterals, pressure lines, mains and all necessary appurtenances and equipment; all sewer mains and laterals for the reception and collection of sewage from premises connected therewith; and shall include all real and personal property and any interest therein, rights, easements and franchises of any nature whatsoever relating to any such sewer system and necessary or convenient for the operation thereof, of the District.

(5) Transmission System Master Plan – Report on “Wastewater Collection System Master Plan” for the District dated February 1981 or the latest updated version of the report approved by the Governing Board of the District. The report contains maps and describes those transmission mains, pump stations, lift stations, gravity collectors and interceptors, which constitute the facilities of the regional transmission system.

(6) Regional Transmission Facility – Regional transmission facilities consist of transmission lines, force mains, gravity interceptors, lift stations or pump stations which collect wastewater from two or more sub-regions and transport the wastewater to the District treatment plant. The regional transmission facilities size and location are described in the latest transmission master plan or amendments to the regional transmission master plan.

(7) Subregional Collection Facilities – Consist of neighborhood gravity collection lines, collection man holes, force mains, lift stations and pump stations intended primarily to collect and transport wastewater from the subregional system to the regional transmission facility.

(8) Capital Cost – Capital cost of regional transmission facilities shall consist of construction cost plus an allowance for associated cost. Construction costs include, but are not limited to, the cost of installation of pipelines, special fittings, valves, pumps, appurtenances and the cost of acquiring permanent and construction right-of-ways and easements. Allowances for

associated costs include engineering services, legal, fiscal, contingencies and administrative cost. In no event will the allowance for associated cost exceed 25 percent of the construction cost.

(9) Plant Connection Charge – The Plant Connection Charge shall be defined as the charge which shall be paid for each equivalent connection, prior to connecting to the regional wastewater system of the District, and credit for which shall run with and be appurtenant to the land. The Plant Connection Charge shall be due and payable prior to the time connection is made to the system. Credit for the Plant Connection Charge, once paid is not transferable except upon approval of the District upon such terms as the District may make. Plant Connection Charges are determined as set forth hereafter in this rule and may be changed from time to time in accordance with the law

(10) Regional Transmission System Line Charge – The District shall collect from each user that directly or indirectly physically connects to the District’s regional wastewater system from and after the effective date hereof, and from those owners of property that have made a direct or indirect physical connection to any such regional wastewater system facility prior to the effective date of this rule and who have agreed to pay a Regional Transmission System Line Charge when same is adopted. Regional Transmission System Line Charges are determined as set forth hereafter in this rule and may be changed from time to time in accordance with the law.

(11) Administrative Charge – The Administrative Charge shall be defined as the charge to offset administrative, legal, engineering, and inspection expenses associated with new development and which shall be paid for each equivalent connection prior to signing a Standard Developer Agreement or prior to connecting to the District’s regional wastewater system, whichever comes first. Administrative Charges are determined as set forth hereafter in this rule, are not refundable, and may be changed from time to time in accordance with the law.

(12) Available Sewer System of the District – For purposes of this rule, a District sewer system shall be considered “available” to an owner whenever a District sub-regional

collection line or other point of District sewerage collection shall be 100 feet (100') or less away from owner's property line as measured from said property line to the point of sewerage collection without crossing the private property of another than owner, and in accordance with District Rule 31-3.003(3) and Florida Statutes 381.0065(2)(a) when the Florida Department of Health releases the system for service, which is the date of actual "Availability".

(13) District – The term "District" shall apply to the Loxahatchee River Environmental Control District, a separate local agency of government created by a special act of legislation, Chapter 71-822, Laws of Florida, as amended.

(14) Reserve Service Availability – The term "Reserve Service Availability" shall be defined as the right of an owner to receive sewer service in the regional wastewater system of the District upon reasonable demand.

(15) Quarterly Service Charge – The term "Quarterly Service Charge" shall be defined as the periodic charge which shall be paid for each equivalent connection commencing when the equivalent connection is connected to the Regional Wastewater System of the District, or within one year of the time the connection is available, whichever occurs first, and shall be billed in advance. Quarterly Service Charges are determined as set forth hereafter in this rule and may be changed from time to time in accordance with the law.

(16) Quarterly Service Availability Standby Charge – The term "Quarterly Service Availability Standby Charge" shall be defined as the periodic charge which shall be paid for each equivalent connection, commencing upon the signing of a Standard Developer Agreement, and shall be computed at the rate of 68% of the Quarterly Service Charge per equivalent connection as the latter may be changed from time to time in accordance with the law.

(17) Estoppel Fee – The Estoppel Fee shall be defined as the charge to offset administrative and legal expenses associated with providing information to parties requesting the status in writing for justifiable reliance purposes as to rates, fees and charges due to the District for

a specific property. An Estoppel Fee is determined at \$25.00 per Estoppel letter provided by the District and may be changed from time to time in accordance with the law.

(18) Owner – An Owner shall be defined as the legal owner of a property served by the District. Where appropriate, the District may treat a Property Owners Association, Homeowners Association, Property Manager, or other legally authorized representative of the Owner as the Owner (e.g., regarding billing and other communications).

Specific Authority Chapter 71-822, Special Acts of Florida, 1971, as amended by Chapters 75-475, 76-431, 78-559 and 78-561, Laws of Florida. Law Implemented Chapter 71-822, Section 6(8) and (11), and Section 8; and Sections 6(9), (12) and (27) as amended by Chapter 76-429. History – New 12-9-76, Amended 9-26-78, 5-21-81, 3-15-2012, 3-20-2014, 3-19-2015, 6-18-2015, [3-17-2016](#). Formerly 31-10.01.

31-10.002 Residential Equivalent Connections

(1) Residential equivalent connections for the purpose of determining Plant Connection Charges, regional transmission system Line Charges, Administrative Charges, and Quarterly Service Charges and such other reasonably related purposes, shall be as follows:

- (a) One (1) toilet (water closet) equals 1.000 equivalent connections.
- (b) Two (2) toilets (water closets) equals 1.250 equivalent connections.
- (c) Three (3) toilets (water closets) equals 1.500 equivalent connections.
- (d) Four (4) or more toilets (water closets) equals 1.750 equivalent connections.

(2) Nurseries/Day Care Centers shall have residential equivalent connections for purposes of Plant Connection Charges, Regional Transmission System Line Charges, Administrative Charges, Quarterly Service Availability Standby Charges, and Quarterly Service Charges, and shall be based on the rate of 1.0 residential equivalent connection per 550 square feet of gross space.

(3) Live/Work Units (as such zoning designation is approved, determined and defined by the local zoning authority) shall have residential equivalent connections for purposes of Plant Connection Charges, Regional Transmission System Line Charges, Administrative Charges,

Quarterly Service Availability Standby Charges, and Quarterly Service Charges based upon two components: (i) The Residential (“Live”) component based upon the number of toilets in the entire Live/Work Unit shall have the number of equivalent connections as set forth in subsection (1) above plus (ii) the Limited Non-Residential (“Limited Work Unit”), defined as the uses total gross floor area does not exceed 500 square feet, component shall be deemed to be an additional .50 equivalent connections, or (iii) the Standard Non-Residential (“Standard Work Unit”), defined as the uses total gross floor area exceeds 500 square feet, component shall be deemed to be an additional 1.0 equivalent connections.

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

Specific Authority Chapter 2002-358, Laws of Florida, Law Implemented Chapter 2002-358, Laws of Florida , Sections 6(8) and (11), and Section 8; and Sections 6(9), (12) and (27). History-New 12-9-76, Amended 9-26-78, 5-21-81, 6-30-85, 11-1-98, Formerly 31-10.02. Amended 3-17-2005, 3-16-2006, 3-15-2012, 3-20-2014, 6-18-2015.

31-10.003 Non-Residential Equivalent Connections.

(1) For the purpose of determining Plant Connection Charges, Regional Transmission System Line Charges, Administrative Charges, Quarterly Service Availability Standby Charges, Quarterly Service Charges and such other reasonably related purposes, equivalent connections for non-residential units shall consist of the highest number of equivalent connections reflected in subsections (a) and (b) below or in accordance with calculations derived

from use of subsection (c) below (if applicable), or if (a), (b) or (c) are not applicable as determined by the Governing Board, then by (d) below:

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

TYPE OF USE	EQUIVALENT CONNECTIONS
Tavern (Bar)	.04/seat
Restaurant (regular)	.06/seat
Restaurant (24 hours)	.10/seat
Trailer Park and Mobile Home Park RV Park	1/space
Hotel/Motel (no Bar or Restaurant)	1.0/unit + 1.0 per common area and/or employee toilet Bar/Restaurant calculated separately
Hospital	.80/bed + 1.0 per common area and/or employee toilet
Nursing/Rest Home	.40/bed + 1.0 per common area and/or employee toilet
Assisted Living Facility / Adult Congregate Living Facility	.575/bed + 1.0 per common area and/or employee toilet
High School and Middle School	.08/pupil
Elementary School and Pre-School	.06/pupil
Office Buildings	.75/1000 sq. ft. (Gross Bldg. Area) or 1.0 per toilet whichever is greatest
Large Single Use Retail (>20,000 sq. ft.)	.50/1000 sq. ft. (Gross Bldg. Area) or 1.0 per toilet whichever is greatest
Laundromats	1.1/washing machine
Recreational Vehicle (RV) Park	0.75/Recreational Vehicle Space + 1.0 per common area and/or employee toilet

Swimming Pool Backwash Discharge	0.1/3,000 gallons
Elevator Sump	0.5/sump
Marina pump out station	1.0/pump out station
Public toilets in parks	1/toilet
Quasi-public toilets e.g., community recreation areas	1/toilet

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

Specific Authority Chapter 2002-358, Laws of Florida. Law Implemented Chapter 2002-358, Sections 6(8) and (11), and Section 8, and Sections 6(9), (12) and (27). History-New 12-9-76, Amended 6-25-78, 9-26-78, 5-21-81, 4-25-84, 6-30-85. Formerly 31-10.03. Amended 3-23-00, 3-17-05, 3-16-06, 03-18-10, 3-20-2014, 6-18-2015, [3-17-2016](#).

31-10.004 Application for Sewer Service.

An application for sewer service shall be made by the legal owner of the property (hereinafter referred to as the "Owner"). Before any Owner receives sewer service from the District, the Owner shall submit an application to the District on a form created by the District for such purpose. The application shall be submitted to the District's Customer Service Department. The Owner shall pay any outstanding and/or delinquent fees and charges owed to the District for the subject property as a condition of the Application for Sewer Service being complete.

The Fair and Accurate Credit Transaction Act of 2003 requires that the District obtain positive identification from Owner requesting utility service. Therefore, all new Owners shall submit an application for sewer service in person, and provide proper personal identification and proof of ownership of the property at which sewer service is desired. The District may accept telephone or electronic orders for utility service from existing customers (i.e., those Owners with an active District account) provided that the Owner provides the District proper personal identification (driver's license number or state identification card number) that matches the

previous information in the Owner's record and proof of ownership of the property at which service is desired.

The receipt of an application by the District does not constitute a guarantee of sewer service.

Specific Authority Chapter 71-822, Special Acts of Florida, 1971, as amended. Law Implemented Chapter 71-822, Section 6(9) and (11). History - New 12-9-76. Repealed 12-12-78, Formerly 31-10.04. New 3-19-2015 as to Application for Sewer Service.

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

(1) Plant Connection Charges, Regional Transmission System Line Charges and Subregional Line Charges (where applicable) for Residential and Non-Residential units for the use of and the services and facilities to be furnished by the Regional Wastewater System of the District shall be paid by the owner of each lot or parcel of land which may be connected with or used by such system or systems of the District.

(2) Effective 1 April 1981, all residential and non-residential Plant Connection Charges and Regional Transmission System Line Charges shall be based on the schedules in effect at the time of service contractual commitment by the District as listed below:

PLANT CONNECTION CHARGES

~~1 April 2015 thru 31 March 2016 - @ \$1,947 per E.C.~~

1 April 2016 thru 31 March 2017- @ \$1,9862,044 per E.C.

1 April 2017 thru 31 March 2018- @ \$2,0262,146 per E.C.

1 April 2018 thru 31 March 2019- @ \$2,0672,254 per E.C.

1 April 2019 thru 31 March 2020 - @ \$2,1082,366 per E.C.

1 April 2020 thru 31 March 2021 - @ \$2,150 per E.C.

REGIONAL TRANSMISSION SYSTEM LINE CHARGES

~~1 April 2015 thru 31 March 2016 - @ \$645 per E.C.~~

1 April 2016 thru 31 March 2017 - @ \$~~658~~⁶⁷⁷ per E.C.

1 April 2017 thru 31 March 2018 - @ \$~~671~~⁷¹¹ per E.C.

1 April 2018 thru 31 March 2019 - @ \$~~684~~⁷⁴⁷ per E.C.

1 April 2019 thru 31 March 2020 - @ \$~~698~~⁷⁸⁴ per E.C.

1 April 2020 thru 31 March 2021 - @ \$712 per E.C.

ADMINISTRATIVE CHARGES

~~1 April 2015 thru 31 March 2016 - @ \$135.51 per E.C.~~

1 April 2016 thru 31 March 2017 - @ \$~~138.22~~^{142.29} per E.C.

1 April 2017 thru 31 March 2018 - @ \$~~140.98~~^{149.40} per E.C.

1 April 2018 thru 31 March 2019 - @ \$~~143.80~~^{156.87} per E.C.

1 April 2019 thru 31 March 2020 - @ \$~~146.68~~^{164.71} per E.C.

1 April 2020 thru 31 March 2021 - @ \$149.61 per E.C.

Said commitment of service shall not exceed those total capacity limitations as authorized for commitment by the Governing Board of the District. The full amount of the Regional Transmission System Line Charges and Administrative Charges shall be due and payable in cash (or by contract to provide capital costs and to construct certain portions of the Regional Transmission System) at the time commitment of service is made.

(3) Notwithstanding Section 31-10.005 (2) above, effective 1 April 1995, those properties having (or which previously had) buildings or structures having certificates of occupancy prior to 1 April 1981, shall pay the full Plant Connection Charge established in Section

31-10.005(2) less a subsidy of Five Hundred (\$500.00) Dollars, provided they are paid for and connected to the Regional Sewer System within one year of the time that lines serving said property are formally declared available by the Governing Board of the District. Notwithstanding Section 31-10.005 (2) above, the Plant Connection Charge for those buildings or structures having certificates of occupancy prior to notice of sewer availability, can be financed using the District's Installment Agreement method of collection over three (3) years at 8.0% interest, with no prepayment penalty. Should any structure or building not be paid for or financed using the District's Installment Agreement and connected to the District's system within one year of the time that the line serving said property is formally declared available by the District's Governing Board, it will at the time of connection pay full Plant Connection Charges, Regional Transmission System Line Charges, and Administrative Charges as are applicable to new construction at time that connection is made regardless of the date of certificate of occupancy.

(4) Those buildings or structures with existing contracts for service with the District as of the effective date hereof shall pay Plant Connection Charges and, where applicable Regional Transmission System Line Charges and Administrative Charges of the amounts indicated in those contracts that are to be paid for capital improvement charges, and such Plant Connection Charges and, where applicable Regional Transmission System Line Charges and Administrative Charges shall not be subject to increase.

(5) Subregional Line Charges. The District may, based on environmental public welfare, engineering and/or financial considerations, construct and extend Subregional Collection Facilities to Existing Residential and/or non-residential properties. The District shall collect the costs of extending the Subregional Collection Facilities through the apportionment of the Costs to each of the benefited properties. Such charges shall be payable commencing when the equivalent connection is connected to the Regional Wastewater System of the District, or within one year of the time the connection is available, whichever occurs first.

(5)(a) Western Indiantown Road Subregional Collection Facilities: Subregional Transmission System Line Charges for the Western Indiantown Road Subregional Collection Facilities shall be based on the schedules in effect at the time of service contractual commitment by the District as listed below:

SUBREGIONAL TRANSMISSION SYSTEM LINE CHARGES for Western Indiantown Road:

The rate of the District shall be \$~~1,700.31~~~~4,655.60~~ per E.C. through March 31, ~~2017~~~~2016~~.

Commencing April 1, ~~2017~~~~2016~~ and thereafter, the Western Indiantown Road Subregional Line Charge shall increase based upon the annual increase in the Engineering News Record Construction Cost Index (“CCI”) published in the March edition of each year.

Said commitment of service shall not exceed those total capacity limitations as authorized for commitment by the Governing Board of the District. The full amount of the Subregional Line Charges shall be due and payable in cash (or by contract to provide capital costs and to construct certain portions of the Subregional Transmission System) at the time commitment of service is made. Those buildings or structures having certificates of occupancy prior to January 20, 2012, the date this transmission system line was deemed available, may finance this Subregional Line Charge over twenty (20) years at 6.875% interest, with no pre-payment penalty, to be collected by Non-Ad Valorem tax roll.

Specific Authority Chapter 71-822, Special Acts of Florida, 1971, as amended, and Florida Statutes 381.00655. Law Implemented Chapter 71-822, Section 6(8) and (11), and Section 8; and Sections 6(9), (12) and (27) as amended by Chapter 76-429. History - New 12-9-76, Amended, 9-26-78, 12-12-78, 5-21-81, 5-24-82, 4-24-83, 4-25-84, 6-30-85, Formerly 31-10.05. Amended 6-30-86, 5-4-87, 4-17-88, 5-3-89, 5-13-90, 5-7-92, 5-9-93, 5-9-94, 5-19-96, 7-14-97, 11-1-98, 6-22-99, 3-23-00, 3-15-01, 3-21-02, 3-20-03, 3-18-04, 3-17-05, 3-16-06, 3-15-07, 3-20-08, 3-19-09, 3-18-10, 3-17-11, 3-15-2012, 6-21-2012, 3-21-2013, 3-20-2014, 3-19-2015, 3-17-2016.

31-10.006 Special Assessments.

Special Assessments for residential and non-residential use of and the services and facilities to be furnished by the Regional Wastewater System of the District shall consist of those special assessments approved, set, and levied by the Governing Board of the District on the basis

of the total cost to the District of construction, reconstruction, labor, materials, acquisition, property rights, surveys, design, engineering, legal, administration, operation, maintenance, and all other expenses necessary or incidental to completion of the specially assessed improvements, and are due and payable with interest at the time of transfer of the underlying real property for consideration as an at-arms-length transaction, unless transferred to the real estate tax bill for the property as a continuing obligation of the property until paid in full.

Specific Authority Chapter 71-822, Special Acts of Florida, 1971, as amended, and Florida Statutes 381.00655. Law Implemented Chapter 71-822, Section 6(8) and (11), and Section 8; and Sections 6(9), (12) and (27) as amended by Chapter 76-429. History - New 12-9-76, Amended, 9-26-78, 12-12-78, 5-21-81, 5-24-82, 4-24-83, 4-25-84, 6-30-85, Formerly 31-10.05. Amended 6-30-86, 5-4-87, 4-17-88, 5-3-89, 5-13-90, 5-7-92, 5-9-93, 5-9-94, 5-19-96, 7-14-97, 11-1-98, 6-22-99, 3-23-00, 3-15-01, 3-21-02, 3-20-03, 3-18-04, 3-17-05, 3-16-06, 3-15-07, 3-20-08, 3-19-09, 3-18-10, 3-17-11. 3-15-2012.

31-10.007 Quarterly Service Charges for Sewer Service.

(1) Quarterly Service Charges shall be payable by the owner commencing when the equivalent connection is connected to the Regional Wastewater System of the District, or within one year of the time the connection is available, whichever occurs first, and shall be billed in advance. Notwithstanding any other provision of this section, an owner that has established a tenant as the bill recipient for the Quarterly Service Charge prior to April 1, 2015 may continue to have the established tenant listed as the bill recipient for the Quarterly Service Charge until such time as that tenant relationship changes ~~or April 1, 2016, whichever comes first.~~

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

~~For the period of 1 April 2015 thru 31 March 2016 - \$53.53 per E.C.~~

For the period of 1 April 2016 thru 31 March 2017 - ~~\$54.60~~\$56.21 per E.C.

For the period of 1 April 2017 thru 31 March 2018 - ~~\$55.69~~\$59.02 per E.C.

For the period of 1 April 2018 thru 31 March 2019 - ~~\$56.81~~\$61.97 per E.C.

For the period of 1 April 2019 thru 31 March 2020 - ~~\$57.94~~\$65.07 per E.C.

For the period of 1 April 2020 thru 31 March 2021 - \$59.10 per E.C.

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

~~For the period of 1 April 2015 thru 31 March 2016 - \$6.11 per thousand gallons of metered Water usage;~~

For the period of 1 April 2016 thru 31 March 2017 - ~~\$6.236.42~~ per thousand gallons of metered Water usage;

For the period of 1 April 2017 thru 31 March 2018 - ~~\$6.366.74~~ per thousand gallons of metered Water usage;

For the period of 1 April 2018 thru 31 March 2019 - ~~\$6.487.08~~ per thousand gallons of metered Water usage;

For the period of 1 April 2019 thru 31 March 2020 - ~~\$6.617.43~~ per thousand gallons of metered Water usage;

For the period of 1 April 2020 thru 31 March 2021 - \$6.75 per thousand gallons of metered Water usage;

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

~~For the period of 1 April 2015 thru 31 March 2016 - \$73.25~~

For the period of 1 April 2016 thru 31 March 2017 - ~~\$74.7276.91~~

For the period of 1 April 2017 thru 31 March 2018 - ~~\$76.2180.76~~

For the period of 1 April 2018 thru 31 March 2019 - ~~\$77.7384.80~~

For the period of 1 April 2019 thru 31 March 2020 - ~~\$79.2989.04~~

For the period of 1 April 2020 thru 31 March 2021 - \$80.87

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

~~For the period of 1 April 2015 thru 31 March 2016 - \$73.25 per E.C.~~

For the period of 1 April 2016 thru 31 March 2017 - ~~\$74.7276.91~~ per E.C.

For the period of 1 April 2017 thru 31 March 2018 - ~~\$76.2180.76~~ per E.C.

For the period of 1 April 2018 thru 31 March 2019 - ~~\$77.7384.80~~ per E.C.

For the period of 1 April 2019 thru 31 March 2020 - ~~\$79.2989.04~~ per E.C.

For the period of 1 April 2020 thru 31 March 2021 - \$80.87 per E.C.

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

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

Specific Authority Chapter 71-822, Special Acts of Florida, 1971, as amended and Florida Statutes 381.00655. Law Implemented Chapter 71-822, Section 6(8) and (11), and Section 8; and Sections 6(9), (12) and (27) as amended by Chapter 76-429. History - New 12-9-76, Amended 6-25-78, 9-26-78, 12-12-78, 11-28-79, 5-21-81, 5-24-82, 10-12-82, 4-24-83, 5-24-84, 6-30-85, Formerly 31-10.07. Amended, 6-30-86, 5-4-87, 4-17-88, 5-3-89, 5-13-90, 5-12-91, 5-7-92, 5-10-93, 5-7-94, 5-7-95, 5-19-96, 7-14-97, 11-1-98, 6-22-99, 3-23-00, 3-15-01, 3-21-02, 3-20-03, 3-18-04, 3-17-05, 3-16-06, 3-15-07, 3-20-08, 3-19-09, 3-18-10, 3-17-11, 3-15-2012, 3-21-2013, 3-20-2014, 3-19-2015, 6-18-2015, 3-17-2016.

31-10.008 Determination of Equivalent Connections.

Each owner of each lot or parcel of land which may be connected to the regional wastewater system of the District shall first determine the amount of equivalent connections to the owner's lot or parcel of land and produce proof of the same to the satisfaction of the District. Failure to produce proof to the District shall result in a determination by the District that the owner of each residential lot or parcel which may be connected to the regional wastewater system shall be charged the rates, fees and charges of the District based upon 1.75 equivalent connections, and the owner of each non-residential lot or parcel which may be connected to the regional wastewater system shall be charged the maximum rates, fees and charges of the District based upon the best information practically available to the District as determined by the District.

Specific Authority Chapter 71-822, Special Acts of Florida, 1971, as amended. Law Implemented Chapter 71-822, Section 6(8) and (11), and Section 8; Sections 6(9), (12) and (27) as amended by Chapter 76-429. History - New 12-9-76. Amended 9-26-78, Formerly 31-10.08, Amended 3-15-2012, 3-19-2015.

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

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

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

(32) Delinquent Quarterly Service Charge for Sewer Service. Quarterly Service Charge for Sewer Service shall be delinquent if not paid during the service period. A delinquent fee equal to 10% of the unpaid Quarterly Service Charge for Sewer Service will be applied to accounts with an unpaid balance of \$20.00 or more.

(4) **Default.** In the event any fees, rates or charges for sewage service are not paid when due and are in default for thirty (30) days or more, the District may seek recovery from the property owner.

(35) **Acceptance.** By acceptance of sewage service from the District, all of the property owners shall be jointly and severally liable to the District for all charges, rates and fees incurred.

(46) **Enforcement.** When the fees, rates, or charges for the services and facilities of any system are not paid when due and are in default as set forth above, the District shall provide written notice to the property owner that the District may discontinue and shut-off the supply of the services and facilities for said system, to the property , until such fees, rates or charges, including interest at 12+8% per annum, penalties and charges for the shutting off and discontinuance or the restoration of such services or facilities are fully paid. If the fees or charges remain unpaid for thirty (30) days after being due, such delinquent fees, rates or charges shall bear interest at the rate of 12+8% per annum computed from the date when originally due, until paid and the District may discontinue the supply of service and facilities to the property. Such delinquent fees, or charges, together with legal interest, penalties and charges for the shutting off and discontinuance or the restoration of such services or facilities and all other costs and other expenses, including court costs and reasonable attorney's fees, shall be recovered by the District in a court of competent jurisdiction.

(57) **Foreclosure of Liens.** The District shall have a lien on all lands and premises served by it for all charges, until paid, for services provided to such lands or premises by

the District, or connection fees associated therewith, which lien shall be prior to all other liens, except that such lien shall be on parity with the lien of state, county, and municipal taxes, and any lien for charges for services created pursuant to Section 159.17, Florida Statutes. Such lien shall be perfected by the District by recording in the official records of the county in which the lands or premises are located a claim of lien in form substantially as provided in Section 713.08, Florida Statutes. A copy of the claim of lien shall be served as provided in Section 713.18, Florida Statutes, within ten (10) days after the claim of lien is recorded. If 30 days after service has been made liens created under this section remain delinquent, such liens may be foreclosed by the District in the manner provided by the laws of Florida for the foreclosure of mortgages on real property, and the District shall be entitled to ~~12~~^{12.18}% interest per annum and attorney's fees and other court costs.

(68) No Service Free. No sewage disposal service shall be furnished or rendered free of charge to any person, firm, corporation, agency or organization whatsoever, and the District and each and every person, firm, corporation, agency or organization which uses or is required to use such service shall pay therefore at the rates fixed by the Governing Board of the District.

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

Specific Authority Chapter 71-822, Special Acts of Florida, 1971, as amended. Law Implemented Chapter 71-822, Section 6(8) and (11), and Section 8; Sections 6(9), (12), (19) and (27) as amended by Chapter 76-429. History - New 12-9-76. Formerly 31-3.16, 31-3.18 & 31- 10.09. Rules 31-3.016 & 31-3.018 moved, consolidated and renumbered 31-10.009(4), (5) & (6) by

amendment on 6-15-2000. Amended 9-26-78, 10-11-80, 3-23-00, 6-15-00, 3-15-2012, 3-19-2015, [3-17-2016](#).

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

(1) All persons, firms and corporations (hereinafter called “Applicant”) desiring to reserve service availability of 10 E.C.s or more in the regional wastewater system of the District where said system is available as defined herein, or is proposed to be available as determined by the District, prior to receiving District approval, shall sign a developer agreement and pay the charges and fees as specified therein. An Applicant for service requiring less than 10 E.C.s shall execute an Application for Service appropriate to the use, and shall pay all Connection Charges at the time of Application. These further requirements shall be met for all developer agreements:

(a) Plans and specifications shall clearly indicate sufficient detail to calculate the number of equivalent connections contemplated on the lot or parcel of land.

(b) The applicant shall enter into a “Standard Developer Agreement” with the District, form LRECD -102 dated 11/17/2011 incorporated herein by reference, the form of which may be obtained without cost from the District office, providing for the following matters:

1. The reservation of the agreed service availability in the regional wastewater system on the subject property in terms of equivalent connections.
2. Payment of fees as required to reserve sewer service availability and specified in the Standard Developer Agreement.
3. Construction of off-site facilities under certain conditions.
4. Dedication of the defined sewerage facilities to the District.
5. Describing the reservation of service availability in terms of the equivalent connections as non-assignable, non-transferable, and running with the land, and describing exceptions.

6. Requiring payment of a Quarterly Service Availability Standby Charge and prepayment of twelve (12) months thereof.
7. Describing payment and obligations and providing for recovery of costs and attorney's fees.
8. Subject the owner to the rates, fees and charges of the District as established from time to time but fixing the rate for the Regional Transmission System Line Charge, Administrative Charge, and Plant Connection Charge.

(2) All persons, firms, and corporations (hereinafter called "applicant") desiring to reserve service availability for concurrency in the regional wastewater system of the District where said system is available as defined herein, or is proposed to be available as determined by the District, prior to receiving District approval, shall sign a Concurrency Reservation Agreement and pay the charges and fees as specified therein. These further requirements shall be met:

- (a) Plans and specifications shall clearly indicate sufficient detail to calculate the number of equivalent connections contemplated on the lot or parcel of land.
- (b) The applicant shall enter into a "Concurrency Reservation Agreement", which is incorporated herein by reference, known as District form number LRECD-18, the form of which may be obtained without cost from the District office, providing for the following matters:
 1. The reservation of the agreed service availability in the regional wastewater system on the subject property in terms of equivalent connections.
 2. Requiring payment of a Quarterly Service Availability Standby Charge and prepayment of twelve (12) months thereof.
 3. Providing a duration of the shorter of twelve (12) months or thirty (30) days after applicant obtains a development order.

4. Providing for the unexpired portion of the prepaid Quarterly Service Availability Standby Charge to be refunded to the applicant if the development order is denied, or credited to the Service Availability Standby Charge if a Standard Developer's Agreement is entered into by the applicant within thirty (30) days of the development order.
5. Describing the reservation of service availability in terms of the equivalent connections as non-assignable, non-transferable, and running with the land, and describing exceptions.
6. Describing payment, including rates, fees, and charges of the District, and obligations and providing for recovery of costs and attorney's fees.

Specific Authority Chapter 71-822, Special Acts of Florida, 1971, as amended. Law Implemented Chapter 71-822, Section 6(8) and (11), and Section 8; and Sections 6(9), (12) and (27) as amended by Chapter 76-429. History-New 12-9-76. Amended, 9-26-78, 5-21-81, 5-24-84. Formerly 31-10.10. Amended 5-10-93, 3-20-08, 3-19-09, 3-18-10, 3-15-2012.

31-10.011 Connections to Sewer Required.

(1) Connection Required. No less than one (1) year prior to the date the sewerage system will become available, the District shall notify the affected owner of the onsite sewage treatment and disposal system of the anticipated availability of the sewerage system and shall also notify the owner that the owner will be required to connect to the sewerage system within one (1) year of the actual availability. The owner of each lot or parcel of land within the District upon which lot or parcel of land any building, trailer, or other structure requiring wastewater disposal is now situated or shall hereafter be situated, in an area where the District system is available, as defined herein, shall cause such building or buildings, trailer or trailers, structure or structures to be connected with the sewerage facilities of the District and to use such facilities, within one (1) year following notification to do so by the District. All such connections shall be made in accordance with the rules and the regulations which shall be adopted from time to

time by the Governing Board, which rules and regulations shall provide for a charge for making any such connections in such reasonable amount as the Governing Board may find and determine.

(2) “Established Residential Neighborhood.” For the purposes of this Rule, an Established Residential Neighborhood shall be considered an area within the geographic boundaries of the District defined by natural geographic boundaries, common restrictions, or other common characteristics as reasonably determined by the District, in which 50% or more of the lots contained completed Residential Units as of May 22, 1971.

(3) Collection Line Construction and Availability in Established Neighborhoods. The Loxahatchee River Environmental Control District shall construct and declare available, sewerage collection lines and related appurtenances comprising a localized District sewer system in Established Residential Neighborhoods based upon the Governing Board’s determination of any of the following:

- (a) That 50% or more of the record owners of property to be serviced by such localized sewerage system shall desire and consent to the construction of said system; or
- (b) That a reasonable alternative to the septic tanks exists for the treatment of the sewerage, taking into consideration factors such as cost; or
- (c) The discharge from the septic tanks is adversely affecting the health of the user or the public, or the groundwater or surface water is degraded; or
- (d) To enhance the environmental and scenic value of surface waters.

Specific Authority Chapter 71-822, Special Acts of Florida, 1971, as amended and Florida Statutes 373.451, 381.0065, 381.00655. Law Implemented Chapter 71-822, Section 6(8), 6(10), 6(11), 6(16), 6(17), 6(23) and Section 8; and Sections 6(9), (12) and (27) as amended by Chapter 76-429; and Section 6(3) and 6(19) as amended by Chapter 78-559. History - New 11-12-75, 12-9-76 & 1-9-85. Formerly 31-3.02, 31-3.21 & 31-10.11. Rules 31-3.002(4) and 31-3.021 moved and renumbered 31-10.011(2) &(3) by amendment on 6-15-2000. Amended 9-26-78, 2-2-94, 3-23-2000, 6-15-2000.

Annotation: Village of Tequesta v. Loxahatchee River Environmental Control District, Case No. 97-4367 AD, 15th Judicial Circuit of Palm Beach County, Florida, Final Judgment ordered August

6, 1987, affirmed in *Village of Tequesta v. Loxahatchee River Environmental Control District*, 714 So.2d 1100, (Fla 4th DCA 1998).

Note: 31-10.011(3) Commonly referred to as the “Ellis Rule”.

31-10.012 Exceptions to the Payment of Connection Charges.

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

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

Specific Authority Chapter 71-822, Special Acts of Florida, 1971, as amended Law Implemented Chapter 71-822, Section 6(8) and (11), and Section 8; and Sections 6(9), (12) and (27) as amended by Chapter 76-429. History - New 12-12-79. Formerly 31-10.12, Amended 3-15-2012.

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

(1) “I.Q. Water” is defined to mean Irrigation Quality Water provided by the District, regardless of the original source of the I.Q. Water. I.Q. Water is sometimes also referred to as “reuse water” or “reclaimed water”.

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

location. The I.Q. Water is then pumped by a party other than the District, into the lines that irrigate the User's property.

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

(4) Rates, Fees and Charges for Retail and Wholesale use of and the services and facilities to be furnished by the regional I.Q. Water system of the District shall consist of those rates, fees and charges approved, set, and levied by the Governing Board of the District on the basis of the total cost to the District of construction, reconstruction, labor, materials, equipment, acquisition, property rights, surveys, design, engineering, legal, administration, operation, maintenance, and all other expenses necessary or incidental to completion of the I.Q. Water system and improvements.

(5) The monthly rate of the District for Retail users shall be ~~52.0751.00~~ cents per 1,000 gallons per day until September 30, ~~20162015~~ ("Retail I.Q. Rate"). Commencing October 1, ~~20162015~~ and thereafter, the Retail I.Q. Rate shall increase based upon the annual increase in the Engineering News Record Construction Cost Index as of July 1st of each year. The monthly rate of the District for Wholesale users shall be ~~40.8440.00~~ cents per 1,000 gallons per day until September 31, ~~20162015~~ ("Wholesale I.Q. Rate"). Commencing October 1, ~~20162015~~ and thereafter, the Wholesale I.Q. Rate shall increase based upon the annual increase in the Engineering News Record Construction Cost Index as of July 1st of each year. For I.Q. Wholesale Users which have a written I.Q. Agreement prior to the effective date hereof and which have a lower or higher I.Q. Rate, said lower or higher I.Q. Rate shall be in accordance with said I.Q. Agreement until the expiration or termination of said I.Q. Agreement. Said billing of the Rate

shall be made monthly as delivered, or such other billing cycle period as the District may determine.

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

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

- (a) Plans and specifications shall clearly indicate the number of gallons per day contemplated for the property to be served.
- (b) The Applicant shall enter into a "Standard Irrigation Quality Water Agreement" with the District, form LRECD-100 dated 05/21/98 or form LRECD-101 dated 05/21/98, or a "Renewal Irrigation Quality Water Agreement", form LRECD-144 dated 5/19/06, said forms incorporated herein by reference, the form of which may be obtained without cost from the District office, providing for the following matters:
 1. The provision of I.Q. Water availability in the regional I.Q. Water system in terms of gallons per day.
 2. Administrative, legal, engineering and inspection expenses in an amount which shall have a substantial relationship to actual cost.
 3. Construction of on-site facilities, and off-site facilities under certain conditions.

4. Dedication of the facilities to the District.
5. Describing the provision of I.Q. Water availability in terms of the gallons per day as non-assignable, non-transferable, and running with the land, and describing exceptions.
6. Requiring payment of a Start Up Fee for Retail I.Q. Users or an Application Fee for Wholesale I.Q. Users.
7. Describing payment and obligations and providing for recovery of costs and attorney's fees.
8. Subjecting the owner to the rates, fees and charges of the District as established from time to time but fixing the rate for the Start Up Fee for Retail I.Q. Users or the Application Fee for Wholesale I.Q. Users.

Specific Authority Chapter 2002-358 Laws of Florida. Law Implemented Chapter 2002-358 Sections 6(6), 6(8), 6(9), 6(11), 6(12), 6(27) and Section 8; History-New 7-23-97, Amended 11-1-98, 3-16-06, 3-18-10, 3-21-2013, 3-19-2015.

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

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

- (a) Property Owner is delinquent with installation of the low pressure pumping system for their wastewater service.
- (b) The District has been holding their Pump Unit since the completion of the sewer project.
- (c) The Pump Unit was included in their assessment and is their responsibility to install.

- (d) The District will no longer hold the Pump Unit for their pick up and installation.
- (e) If not picked up within thirty (30) days, the Pump Unit will be delivered at an additional Delivery Charge of \$300.00 to the Property Owner (the “Delivery Charge”).
- (f) The Pumping Unit will be delivered in good working order, suitable for District’s future maintenance.
- (g) If the Property Owner fails to have the Pump Unit installed within forty five (45) days and there is damage to the Pump Unit components, the Property Owner will be responsible for the cost to provide a Pump Unit in good working order for District maintenance in the future.

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

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

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

4. All correspondence to be provided by Certified Mail with Return Receipt and regular mail.

Specific Authority Chapter 2002-358 Laws of Florida. Law Implemented Chapter 2002-358 Sections 6(6), 6(8), 6(9), 6(10), 6(11), 6(12), 6(19) and Section 8; History-New 3-15-2012.

Loxahatchee River District

Policy: Customer Service Lien Procedure	Effective Date: 04/01/2016
Purpose: To improve and clarify the lien process for seriously delinquent accounts	
Policy #: <i>to be determined</i>	
<p>Procedures:</p> <ol style="list-style-type: none"> 1. Any service charges that remain unpaid for one (1) year from the bill due date shall be subject to an interest charge at a rate of 12% per annum from the date in which the balance is delinquent. 2. Attorney shall send a 'final notice before lien' letter to all accounts with service charges that remain unpaid for one (1) year from the bill due date and have a delinquent balance of \$100.00 or more. The standardized attorney charge for this letter is \$100.00; notwithstanding, actual reasonable attorney fees may be charged. 3. Attorney shall perfect liens for all accounts found to be delinquent for four (4) quarters of Quarterly Service Charge for Sewer Service and have a delinquent balance of \$250.00 or more. The standardized attorney charge for perfecting a lien is \$250.00; notwithstanding, actual reasonable attorney fees may be charged. 4. Attorney shall amend liens for all accounts found to 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. The standardized attorney charge for perfecting a lien amendment shall be \$200.00; notwithstanding, actual reasonable attorney fees may be charged. 	
Authority: LRECD Enabling Act Section 8; Chapter 31-10.009	
Authorized: <input type="checkbox"/> Governing Board	Date: 03/17/2016
Approved: <input checked="" type="checkbox"/> Executive Director	Date: 03/11/2016
Revised:	

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: GOVERNING BOARD

FROM: KARA PETERSON

DATE: MARCH 11, 2016

SUBJECT: INTERLOCAL AGREEMENT FOR SERVICES PROVIDED BY PBC
INFORMATION SYSTEMS SERVICES

The Palm Beach County Information Systems Services (ISS) Department assists the District with the preparation of our Non-Ad Valorem assessments. This Interlocal agreement covers the facility of IT services by ISS in order to certify the District's Non-Ad Valorem assessment roll to the Property Appraiser for the Notice of Proposed Property Taxes and to the Tax Collector for the Actual Property Tax Notices.

The District has been using the services provided by the ISS Department for several years, however, this is the first year ISS has required an Interlocal agreement and a fee for services provided.

Based on the District's Assessment Range, the annual fee for this Interlocal Agreement is estimated to be \$2,030.

These services provide an excellent value to the District. The District's Counsel has reviewed the agreement and deemed it legally sufficient.

If you have any questions regarding this Interlocal Agreement, please feel free to contact me.

I offer the following motion for your consideration:

“THAT THE GOVERNING BOARD authorize the Executive Director to execute the Interlocal Agreement with Palm Beach County Information System Services Department for Assignment of Property Data and Development of Annual Assessments.”

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

*Agreement with Palm Beach County and the Local Government
Re: Palm Beach County Information Systems Services*

**Interlocal Agreement for Assignment of Property Data and Development of
Annual Assessments for Palm Beach County Non-Ad Valorem Districts**

THIS Agreement made and entered into this _____ day of _____, 20___, by and between _____ (“Local Government”) and Palm Beach County Board of County Commissioners (“County”), a political subdivision of the State of Florida.

WITNESSETH THAT:

WHEREAS, the parties desire to enter into this Agreement covering the provision of Information Technology services by the County for the Local Government in order to certify its non-ad valorem assessment roll to the Property Appraiser for the Notice of Proposed Property Taxes and to the Tax Collector for the Actual Property Tax Notices;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein the County and the Local Government agree as follows:

1. The above representations are true and correct.
2. The Local Government agrees that County, through its Information Systems Services Department (“ISS”) will take compatible electronic medium from the Property Appraiser on June 1st of each year pursuant to the provisions of Section 197.3632 (3) (b), Florida Statutes.
3. The term of this Agreement, unless terminated as provided herein, is for a period of one (1) year. This Agreement shall automatically renew annually unless either party gives written notice as provided in 9 below. The effective date of the Agreement is the date of approval by County and filing with the Clerk of the Circuit Court for Palm Beach County.
4. In addition Local Government agrees that County will take said compatible electronic medium from the Property Appraiser, prior to September 15 of each year’s

***Agreement with Palm Beach County and the Local Government
Re: Palm Beach County Information Systems Services***

certification date, which will include the same information as the June 1st electronic medium plus the changes made thereto since June 1st.

5. Local Government further agrees to provide County, with all the information and assistance reasonably necessary to complete the data processing required to certify Local Government's non-ad valorem assessment roll to the Tax Collector and provide the non-ad valorem assessments to the Property Appraiser for the Notice of Proposed Property Taxes on compatible electronic medium.
6. Local Government agrees to provide final approval to County no later than July 28th for the Notice of Proposed Property Taxes and September 12th for the Actual Property Tax Notices. Should the above date fall upon a holiday, Saturday or Sunday, Local Government will agree to provide final approval by the last business day prior to the holiday, Saturday or Sunday. If the approval is not received by 5:00 p.m. on the appropriate date, Local Government agrees it will take the necessary actions, at its sole expense, to notify its non-ad valorem parcel owners of the Notice of Proposed Property Taxes and/or Actual Property Tax Notices for that year.
7. The Local Government further agrees to reimburse County for all costs incurred in producing the non-ad valorem assessment roll for Local Government described in the attached Exhibit 1. Payment shall be made to County within 45 days, following receipt of its invoices.
8. The parties recognize that County will be processing several non-ad valorem assessment rolls for various local governments at the same time and Local Government agrees to provide timely information and assistance as may be required by County during the certification process; including, if necessary, personnel on location in County offices to verify the calculations being made by the computer.
9. This Agreement shall be automatically extended hereafter, from year-to-year, unless and until terminated by either of the parties. This Agreement may be terminated at any time by Local Government upon 60 day written notice to County or by County upon written 60 day written notice to Local Government; however, notice given by

Agreement with Palm Beach County and the Local Government
Re: Palm Beach County Information Systems Services

either party after January 1st and prior to October 1st, shall be effective only following completion of the certification of that year's non-ad valorem tax roll.

10. This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in Palm Beach County. 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.
11. No provision of this Agreement 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 Agreement, including but not limited to any citizen or employees of County and/or Local Government.
12. **Notice** Any notice, request, instruction, demand, consent, or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered by certified mail, postage prepaid, and certified return receipt requested to the following addresses or such other addresses as the parties may provide to each other in writing:

If sent to the County:

Steve Bordelon, Information Systems Services Director
301 N. Olive Avenue, 8th floor
West Palm Beach, FL 33401
(Telephone: 561-355-2394)

With copy to:

County Attorney's Office
Palm Beach County Board of County Commissioners
301 N. Olive Avenue, Suite 601

**Agreement with Palm Beach County and the Local Government
Re: Palm Beach County Information Systems Services**

West Palm Beach, FL 33401
(Telephone: 561-355-2225)

If sent to the Local Government shall be sent to:

13. County and Local Government agree each will do any and everything reasonably necessary to accurately produce Local Government's non-ad valorem assessment roll. Local Government recognizes that problems may arise in spite of efforts by County, and County shall not be held liable as a result of its processing of Local Government's non-ad valorem assessment roll.

14. 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's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of Local Government, its officers, agents, employees, and lobbyists in compliance with contract requirements and detect corruption and fraud in connection with the performance of this agreement.

15. Failure to cooperate with the Inspector General or interfering with or impeding any investigation in connection with the performance of this agreement shall be in violation of Palm Beach County Code, Section

***Agreement with Palm Beach County and the Local Government
Re: Palm Beach County Information Systems Services***

2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

16. The County's performance and obligation to pay under this Agreement for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

**Agreement with Palm Beach County and the Local Government
Re: Palm Beach County Information Systems Services**

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of County and Local Government has hereunto set its hand the day and year above written.

PALM BEACH COUNTY

BOARD OF COUNTY COMMISSIONERS:

By: _____
Steve Bordelon, PBC ISS

Local Government:

Name

Signature

Typed Name

Title

WITNESS:

Signature

Typed Name

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By _____
County Attorney

**APPROVED AS TO
TERMS AND
CONDITIONS**

By _____
Steve Bordelon, Director, Information Systems Services

**PALM BEACH COUNTY INFORMATION SYSTEMS SERVICES
Non-Ad Valorem Assessment Support Services**

The purpose of this Exhibit is to identify the roles and responsibilities of the Palm Beach County (“County”) and _____ (“Local Government”) in carrying out the terms of the Agreement regarding Non-Ad Valorem (NAV) Assessment Support Services. This Exhibit delineates the services to be provided by County through the Information Systems Services Department (“ISS”), and describes the associated costs and payment requirements.

Section A: Annual Planning and Exhibit Review

There will be an annual review of this Exhibit to ensure all parties are satisfied with services rendered to date and to determine whether any amendments are required.

Section B: Description of Services

Baseline services from the County for Non-Ad Valorem Assessment Support Services will include:

1. Loading of the Local Government’s data (Property Control Numbers) provided by the Property Appraiser’s office for the generation of the Notice of Proposed Property Taxes in August.
2. Provide one (1) set of reports and/or data files based on the data received from the Property Appraiser’s Office in May utilizing the existing calculation rates on file from the prior year’s Actual Property Taxes.
3. Provide additional set of reports and/or data files using the new and or approved calculation rates provided by the Local Government for the Notice of Proposed Property Taxes.
4. Loading of the Local Government’s data (Property Control Numbers) provided by the Property Appraiser’s Office for the generation of the Tax Collector’s Actual Property Taxes in October.
5. Provide one (1) set of reports and/or data files based on the data received from the Property Appraiser office in August utilizing the existing calculation rates used on the Notice of Proposed Property Taxes.

6. Provide additional set of reports and/or data files using the new and/or approved calculation rates provided by the Local Government for the Tax Collector's Actual Property Taxes.
7. Each additional set of reports not listed above will be provided at the rate of \$125.00 per hour.

Section C: Fees for Non-Ad Valorem Assessment Services

Tiers	Assessment Ranges	Fee
1	≤\$50,000	\$150
2	>\$50,000 to ≤\$150,000	\$210
3	>\$150,000 to ≤\$300,000	\$420
4	>\$300,000 to ≤\$550,000	\$770
5	>\$550,000 to ≤\$800,000	\$1,120
6	>\$800,000 to ≤\$1,100,000	\$1,540
7	> \$1,100,000 to ≤\$1,450,000	\$2,030
8	> \$1,450,000 to ≤\$1,850,000	\$2,630
9	> \$1,850,000 to ≤\$2,300,000	\$3,220
10	> \$2,300,000	\$3,850

Section D: Billing and Payment

The County shall submit annual invoices to the Local Government which shall include a reference to this Agreement and identify the amount due and payable to the County. Payment will be made in accordance with the Local Government Prompt Payment Act, as amended, which also establishes a process and remedies for non-compliance.

Section E: Annual Review of Fees

The County reserves the right to review the fees included in this Exhibit on an annual basis and make appropriate rate adjustments. Should an adjustment be warranted, sixty (60) days notice will be provided. Any such rate adjustments shall be reduced to writing via an Amendment to be executed by all parties.

LOXAHATCHEE RIVER DISTRICT

Neighborhood Sewering Schedule



Rank *	Area Description	# Lots	Activity	Target Date
6	Jupiter Inlet Colony	240	Notified Owners – August, 2010 Notice of Intent – February, 2013 Interlocal Agreement Complete - April, 2014 Engineering Contract Awarded– Sept., 2014 Construction Contract Award – Nov., 2015	2013
9	Little Oaks/River Oaks	73	Notified Owners – September, 2011 Notice of Intent to Assess – April, 2014 Permitting – April, 2015 Construction Started – August, 2015 Substantial Completion – February, 2016	2015
10	Turtle Creek Phase I	29	Notified Owners – September 2012 Engineering Study Complete – May, 2015 Notice of Intent – February, 2016 Design Complete – March, 2016	2016
10	Turtle Creek Subsystem 3	52	Notified Owners – September 2012 Engineering Study Complete – May, 2015 Notice of Intent – February, 2016	2016
10	Turtle Creek Subsystem 2	TBD balance 56 lots	Notified Owners – September 2012 Engineering Study Complete – May, 2015	2016
10	Turtle Creek Subsystem 1	TBD balance 56 lots	Notified Owners – September 2012 Engineering Study Complete – May, 2015	2016
11	Jupiter Farms (East)	708		TBD
11	PB Country Estates	1547		TBD
14	Whispering Trails	181	Notified Owners – January 2013 Preliminary Eng. Contract – March, 2016	2017
16	Limestone Creek Road-West	82	Notified Owners – January 2013	2018
19	US Coast Guard Station Offices <i>(institutional)</i> PX Commercial <i>(commercial)</i> Residences <i>(residential)</i>	2 ECs 2 ECs 10	US Government - private roads Albrey- mtg. w/BLM & Historical 3-2011 Prelim design prepared In House 4-2011	2019
20	New Palm Beach Heights	34	Notified Owners – January, 2016	2019
22	Bridgewater	70		2019
	UN-RANKED (not in priority order)			
	Jupiter Farms <i>(commercial)</i> RV Park	72.5 ECs	By Agreement Developer Project Permitted–February, 2015	2011
	PBC Riverbend Park <i>(institutional)</i>	12 ECs	Construction complete Notified of sewer availability Costs paid, plans reviewed	2011

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

Remnant Areas

Rank	Area Description	Lots	Activity	Target
A	North A-1-A	3	Postponed -Town Activities in area	2012
C	FDOT Turnpike Station <i>(institutional)</i>	3 ECs	Owner notified FDOT budget request submittal April, 2011 Design in Process – In House All Easements obtained Notified to Connect – February, 2016	2012
D	Loggerhead Park <i>(institutional)</i>	6 ECs	Obtaining Easements from Town of Jupiter	2014
F	815 S. US 1 (Yum Yum Tree)	9 ECs	Notified Owners – November, 2014	2016
G	Hibiscus Ave, Juno	10	Notified Owners – June, 2013 Notice of Intent – March, 2016 Design Complete – March, 2016	2016
G	Olympus Dr., Juno (LP)	3	Notified Owners – June, 2013	2016
G	Ocean Dr., Juno (LP)	5	Notified Owners – June, 2013 Notice of Intent – March, 2016 Design in Process – March, 2016	2016
G	Riverside Dr. Phase 3	4	Notified Owners – February, 2014 Notice of Intent – March, 2016 Construction Contract Issued – March, 2016	2016
G	3831 Beacon Hill Rd	1	Notified Owner – January, 2015 Notice of Intent – January, 2016 Design in Process – January, 2016	2016
G	10828 Whispering Pines Trl-MC	1	Notified Owners – October 2012 Notice of Intent – January, 2016 Design Complete – March, 2016	2016
G	Hyland Terr Properties Services-MC	9	Notified Owners – October 2012 Notice of Intent – January, 2016 Design Complete – March, 2016	2016
G	SE Linden St-MC	8	Notified Owners – October 2012 Notice of Intent – January, 2016 Design Complete – March, 2016	2016
G	SE Pine Grove St-MC	8	Notified Owners – October 2012 Notice of Intent – January, 2016 Design Complete – March, 2016	2016
G	SE Harken Terr Ph I	7	Notified Owners – October 2012 Notice of Intent – January, 2016 Design Complete – March, 2016	2016
G	SE Harken Terr Services	2	Notified Owners – October 2012 Notice of Intent – January, 2016 Design Complete – March, 2016	2016
H	SE Harken Terr Ph II	2	Notified Owners – December 2015	2017
H	Lenmore Drive	6	Notified Owners – October, 2014	2017
H	US 1, Juno Beach <i>(commercial)</i>	2	Notified Owners – January, 2014	2017
H	Shay Place, Tequesta	11	Notified Owners – July, 2013	2017
H	County Line Road - Martin Co.	3	Notified Owners – July, 2013	2017
H	Tequesta Dr E	2	Notified Owners-March, 2015	2017
H	14100 US Hwy 1, Juno Beach	1	Notified Owner-March, 2015	2017
H	96 Pine Hill Trl E	1	Notified Owner – February, 2015	2018
I	8 th Street	3	Notified Owners – January, 2014	2018
I	Chippewa Street	6	Notified Owners – January, 2014	2018

*

Rank based upon "2010 Septic System Inventory & Assessment"

** Revised Date

TBD = To be determined

Private Road Areas

Rank *	Area Description	# Lots	Activity	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
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
CC	Clark Lane Phase II	3	*Private Road Owners notified June, 2012 Notice of Intent to Assess – June, 2015 Easement Obtained – February, 2016 Construction Complete – March, 2016	2014
CC	171 st Street Martin Co.	7	*Private Road In House Design Owners notified October, 2012 Possible Coord. w/Water Co.	2014
CC	Jamaica Dr	11	*Private Road Owners notified Oct, 2012 In House Design started	2014
CC	197 th Place, 66 th Terrace, 66 th Way	21	Notified Owners – Aug, 2010 *Private Roads Notice of Intent to Assess – February, 2015	2014
DD	Taylor Road	38	Notified Owners – September, 2011 *Private Roads	2015
EE	Imperial Woods	47	Notified Owners – October, 2010 Withdrew Notification – Feb, 2011 Private HOA	2016
EE	Hyland Terr Ph II/E of River Ridge • Hobart St • Seminole Terr	18	Notified Owners – October 2012 Private Roads	2016
FF	Rolling Hills	51	Notified Owners – January 2013 Private HOA	2017
FF	Gardiner Lane	2	Notified Owners – July, 2013 Private Road	2017
HH	Harbor Rd. S. LPSS	6	Notified Owners – January 2014 Private Road	2017
GG	Rockinghorse (north of Roebuck Road)	10	Notified Owners – January 2013	2018
GG	Island Country Estates	47	Notified Owners – January 2013 Private HOA	2018
HH	SE Indian Hills	12	Notified Owners – January, 2016 Easement for Road & Utilities, No Dedication	2019

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

** Revised Date

TBD = To be determined



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

MARCH 4, 2016

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

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 – 3/4/16	No change in status

LIEN FORECLOSURES

NONE

MORTGAGE FORECLOSURES / ENCON CROSSCLAIMS

ACTION: Habitat for Humanity of Palm Beach County Inc et al ...Loxahatchee River Envir Control District
Owner: CONOLIUS SHIVERS **Property: 6868 Church Street**
Case No. 50-2015-CA-010595 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**

11/10/15	Mortgage foreclosure action; District served with Complaint; Notice of Appearance; Notice of E-Mail Designation and service address filed; Improper Summons; Filed Answer, Affirmative Defenses and Counterclaim/Crossclaim
12/7/15	LRD's claims were paid in full as part of settlement of foreclosure action by Lender/Plaintiff; Satisfactions to be prepared and recorded for outstanding liens.
1/18/16	Paid in full for outstanding liens in settlement and Satisfactions and Voluntary Dismissal/Release of Lis Pendens to be filed upon receipt of Plaintiff's Notice of Dropping Party Defendant LRECD.
2/5/16	File to be closed upon receipt of Notice Dropping Party.
3/4/16	No change in status

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

MORTGAGE FORECLOSURES / ENCON CROSSCLAIMS (continued)

ACTION: Mortgage Solutions of Colorado, LLC v Osborne et al ...Loxahatchee River Envir Control District
Owner: JAMES CLAYTON OSBORNE, JR. **Property: 6334 Ungerer St.**
Case No. 50-2015-CA-014396 XXXXMBAW

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

COMMENCEMENT: Service of Summons/Complaint upon District 1/19/16

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; To file Answer/Counterclaim/Crossclaim
3/4/16	Settlement offer sent to Plaintiff's counsel; waiting for response; case in discovery stage

MEMORANDUM

TO: Albrej Arrington, Ph.D. / Loxahatchee River District

COPY: Clint Yerkes / Loxahatchee River District
Tom Vaughn / Loxahatchee River District
John Koroshec / Hazen and Sawyer
Felipe Martinez / Hazen and Sawyer

FROM: Albert Muniz / Hazen and Sawyer

DATE: March 10, 2016

FILE: 42009-012.3.1.3

SUBJECT: Loxahatchee River District
Engineer's Monthly Status Report through February 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 are 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

- A pre-construction meeting was held on January 13, 2016 and Kirlin was issued a Notice to Proceed on January 18, 2016
- Kirlin has secured all building and trailer permits and has been mobilizing on-site
- Construction trailers are on-site and are in final stages of water, sewer and electrical hook-ups
- Progress meetings are being held bi-monthly
- Shop drawings are being submitted by the contractor for engineering review
- Geotechnical work (subsurface vibro-compaction) associated with the filter subgrade is schedule

to commence the week of March 7, 2016 and is anticipated to be completed within a three to four working day period.

- Installation of formwork and steel placement for the deep bed filter floor slab should commence in March 2016

Mechanical Integrity Testing for 2016 – Hazen was authorized to begin permitting for the 2016 standard 5-year Mechanical Integrity Test (MIT) as required by the injection well operating permit. Testing must be completed by May 31, 2016. Below is a summary of activities performed to date:

- Hazen submitted the MIT plan to FDEP on November 11, 2015
- FDEP reviewed the plan and approved it on November 13, 2015
- Hazen has finalized the technical specifications and will coordinate with LRD staff to determine if the project will be bid or piggy-backed with a publicly bid similar project in January 2016
- Hazen provided a copy of recent publicly bid project for conducting the MIT. LRD staff is coordinating contract arrangements and it appears that we will be able to use the piggy-back method to contract with a drilling contractor. The MIT will be scheduled for April or early May 2016

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 FEBRUARY 29, 2016

JUPITER INLET COLONY NEIGHBORHOOD REHABILITATION

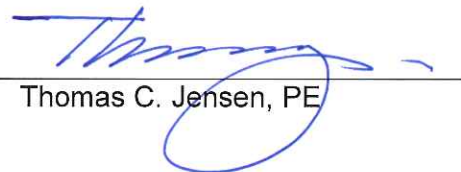
- Pre (Pre) Construction meeting conducted on February 2nd between LRECD, VoT, JIC, Giannetti Construction, Kimley-Horn, and Arcadis.
- Shop drawing submittal process ongoing.
- Jupiter Inlet Colony Rehabilitation Project Share Point site was developed.
- Pre (Pre) Construction meeting No.2 was conducted on February 23rd between LRECD, VoT, JIC, Giannetti Construction, Kimley-Horn, and Arcadis.
- Preconstruction video recording of JIC was conducted on February 29th and March 1.
- Modifications to construction plans to narrow the pavement width per JIC request has begun.
- Coordinating "official" Pre-Construction conference to be held March 22nd.

ARCADIS, Inc.



Sira Prinyavivatkul, PE

Kimley-Horn and Associates, Inc.



Thomas C. Jensen, PE



HOLTZ CONSULTING ENGINEERS, INC.
50 South U.S. Highway One, Suite 206, Jupiter, FL 33477 (561) 575 2005

MEMORANDUM

To: Clint Yerkes, Deputy Director, Loxahatchee River Environmental Control District

From: Christine Miranda, PE
Holtz Consulting Engineers, Inc.

Date: March 10, 2016

Subject: **Loxahatchee River Environmental Control District Monthly Status Report**

The following is a summary of work performed by Holtz Consulting Engineers, Inc. (HCE) on Loxahatchee River District projects through March 10, 2016:

Loxahatchee River Road Reclaimed Water Main Replacement

- We are waiting for the Florida Department of Environmental Protection to issue the submerged land lease. This is the only outstanding permitting issue. Upon receipt of the submerged land lease the final plans and specifications will be submitted and the project can be advertised for bidding.

Jupiter Plantation Lift Station #13 Force Main Replacement

- The bid opening was held on March 3, 2016. Three bids were accepted for the project. Upon review of the bids, recommendation was made to award the project to B&B Underground Construction, Inc. the low responsive and responsible bidder in the amount of \$105,200.

Maplewood Lift Station #21 Force Main Extension

- The project was advertised for bidding on February 28, 2016.
- The pre-bid meeting is scheduled for March 22, 2016.
- Bids will be opened on April 7, 2016.

Turtle Creek Phase I

- The 30% design submittal and cost estimate for Subsystem 5 will be submitted to staff during the week on February 17, 2016.
- We are currently working on incorporating the 30% comments and working on the 90% design submittal. This will be submitted by the end of the month to staff for review and comment.



*Loxahatchee River Environmental Control District
Monthly Status Report
March 10, 2016*

Submitted To: Clinton Yerkes, Deputy Director

The following is a summary of work performed by Mathews Consulting, Inc. (MC) on District projects through March 10, 2016.

Little Oaks / River Oaks Neighborhood Sewering

The Construction Contract was awarded to Foster Marine Contractors in the amount of \$1,548,615. NTP was issued to the Contractor on 7-20-15. The Substantial Completion date was 2-19-16 and the final completion date is anticipated to be 4-24-16. MC attended the monthly meeting, reviewed shop drawings, responded to RFI's, coordinated construction activities with the District, Contractor and PBC, and provided resident inspection services.

Alternate A1A Subaqueous Forcemain Study

A kick-off meeting was held with the District on 9-18-15. MC completed preparing the Base Drawings; conducted a field reconnaissance of the pipeline corridor on both sides of the bridge; completed photographic log walk-thru of the project; and completed Utility coordination. The District provided MC with the requested downstream pressure readings on 10-23-15. MC completed the hydraulic modeling task now that we have this information. MC continued development of the Draft Preliminary Design Report. A coordination meeting was held with the District on 1-27-16 to discuss the alternatives to rehab/replace the Alt. A1A subaqueous forcemain.

The Draft Temporary / Emergency Bypass Pumping Plan was submitted to the District for review on 1-13-16. The District provided MC comments on the Draft Temporary / Emergency Bypass Pumping Plan on 2-10-16.

MC has been coordinating with Hazen regarding their project with the Town of Jupiter for a new water main to be attached to the A.1.A. Bridge. A force main will also be added to Hazen's project that will be the selected alternative for the Alternate A.1.A. FM Study.

Master Lift Station #1 Rehabilitation

MC completed the Preliminary Design Criteria to be incorporated into the Preliminary Design Report. MC prepared a Flow Analysis Technical Memorandum and submitted it to the District on 1-5-16 for review and comment. Final comments were received from the District on 2-3-16. MC is currently finalizing the Draft Preliminary Design Report.

Respectfully Submitted by:

MATHEWS CONSULTING, INC.

Rene L. Mathews, P.E.
President

Busch Wildlife Sanctuary

The 1st Quarter Report will be presented at the
April, 2016 Board Meeting.



Friends of the Loxahatchee River March 2016



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
2015-02	1266	308	1313	\$1,360	\$990	\$200	\$532	\$130	\$3,025	\$2,872	215
2015-03	1695	219	274	\$1,451	\$1,003	\$365	\$3,500	\$100	\$5,390	\$9,647	358
2015-04	1326	518	150	\$1,600	\$1,023	\$250	\$1,400	\$1,818	\$6,770	\$1,561	130
2015-05	1138	358	183	\$944	\$643	\$210	\$2,950	\$49	\$5,179	\$1,599	81
2015-06	2078	1031	160	\$1,355	\$837	\$200	\$520	\$3,087	\$4,365	\$420	487
2015-07	1936	1294	46	\$1,985	\$524	\$50	\$650	\$5,073	\$1,490	\$377	645
2015-08	1544	305		\$1,432	\$691	\$75	\$1,460	\$732	\$215	\$892	404
2015-09	1047	278	34	\$771	\$491		\$520	\$60		\$160	116
2015-10	1055	549		\$872	\$636	\$25		\$128	\$128	\$626	139
2015-11	881	255	144	\$1,192	\$560	\$150	\$460		\$667	\$815	128
2015-12	1078	277	51	\$2,749	\$663	\$250	\$8,460	\$82	\$210	\$186	142
2016-01	1083	606	348	\$1,083	\$496	\$150	\$2,410	\$93	\$4,065	\$679	143
2016-02	1178	295	1338	\$1,237	\$501	\$250	\$5,060	\$41	\$4,655	\$963	114

River Center

During February, the River Center had two Eagle Scout candidates working on projects. Bryce Bourg used leftover pavers from our chiki hut project



to pave the dirt area behind the center between our LSS building and native garden. The pavers here make this transition onto the path easier and help to prevent further erosion of the area. The second project will be completed in two parts. Boy Scout Jason Shawver



wanted to help the River Center with its outdoor gear storage problem. First, we need easy access to fishing poles for our fishing clinics and camps during the summer without having to move them in and out of the attic every week. Second, we would like to store our paddles and life vests at ground level again to prevent staff and volunteers from having to move these items up and down from the attic on a weekly basis especially during the summer.



The first part of the project is complete with storage racks for fishing poles mounted inside the classroom closet. The second part of the project has started and will entail a storage "closet" near the back of the LSS building. A similar project was completed for storage of gardening equipment (shovels, rakes, etc.) and can be seen on the right of the photo.



Friends of the Loxahatchee River

Friday, March 4th, the River Center welcomed shark researcher Bryan Keller as he presented a discussion entitled "Shark-tagging off the coast of Jupiter, FL: the techniques, findings, and implications." He discussed recent efforts on tagging lemon sharks and great hammerheads in the Jupiter area. He also discussed the various methods of tagging and

what has been discovered through their efforts. Bryan gave a wonderful presentation and over 90 guests attended this great lecture.

Special Programs

Loxahatchee by Night Campfire

The River Center finished out the campfire season on a high note on Friday, February 12th. Over 200 participants of all ages joined River Center educators for a night of fun learning about “Sharks of Jupiter.” In our Chiki Hut, Hannah Medd, the founder of the



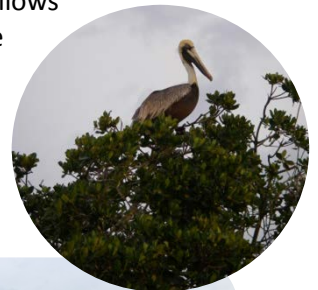
American Shark Conservancy, presented a fantastic talk about our local sharks. Inside the center, guests had the opportunity to create their own sharks, shark fin hats, and shark teeth! Guests were invited to explore the exhibits inside the center, touch animals in the touch tank, and discover various plants and animals in the migratory bird and butterfly garden. The campfire was roaring all night, as families roasted marshmallows and enjoyed delicious s’mores throughout the

evening.



Winter Shorebird Survey with Audubon

River Center staff members participated in the annual Winter Shorebird Survey with the Audubon Society on February 9th. The Winter Shorebird Survey is a week-long, statewide survey of shorebirds and seabirds in Florida. The primary objective of the Winter Shorebird Survey is to better understand the winter distribution of shorebirds and seabirds in Florida. This annual survey will allow us to recognize long-term trends or changes in winter population sizes and distribution and identify key wintering sites; information that is much needed to guide future conservation efforts. Megan Harris and Sara Duggan set out by kayak to survey Fullerton Island, Bird Island, and throughout the Loxahatchee River’s central embayment. Some of the species that were identified were Brown Pelican, Osprey, Little Blue and Great Blue Heron, Great Egret, Ibis and Piping Plovers.



Adult Environmental Education Program: Florida’s Treasure: Past, Present and Future of the Everglades

On Thursday, February 11th the River Center held the next class in our Adult Environmental Education Series. The Everglades is a national treasure. This ecosystem is home to hundreds of species of beautiful and fascinating wading birds, mammals, fishes, reptiles, amphibians and plants. It is home to 67 threatened and endangered species, provides fresh water to nearly eight million Floridians,

and is an international destination. However, America’s Everglades are on life support. This program introduced 12 participants to key aspects of the Everglades’ ecosystem including its watershed, endangered species, water conservation, and other topics through the Everglades Literacy Program. FAU Pine Jog Environmental Education Center graciously allowed us to borrow their materials and lesson plans.

If You Build It, They Will Come

On February 23rd Josh Wenkert-Lane, a Jupiter High School Environmental Academy student and River Center volunteer presented his Senior Project entitled, "If You Build It, They Will Come." His presentation discussed local and migratory birds, issues they face, and what you can do to help. We learned about creating a backyard bird habitat with different types of bird boxes and resources such as Audubon and the Cornell Lab of Ornithology. Josh then led guest on a bird walk through the River Center's migratory bird garden. Josh is planning to attend University of North Florida in the fall.



Special Valentine's Day Story Time

The River Center celebrated a special Valentine's Day Story Time on Thursday, February 11th. This year's theme was "We LOVE Sharks!" Over 65 parents and children attended the program where we read stories about loving parents, hugs and kisses, and sharks that we love. Children danced to Valentine's Day songs and were invited to design Valentine's Day cards for everyone in the family and do fun shark crafts.

Outreach Activities

ArtiGras Fine Arts Festival

This year the River Center participated in ArtiGras 2016, the award-winning fine arts festival celebrating its 31st anniversary held February 13th – 15th. Visitors viewed over 300 artists from around the United States experiencing a fine arts area, artist demonstrations, ArtiKids area, and entertainment stage. Children of all ages had the opportunity to head down to the Amazon Rainforest, this year's theme, in the ArtiKids area. Art stations were provided by Macaroni Kid, South Florida Science Center, Resource Depot, Lighthouse Arts Center, Solid Waste Authority, the River Center, and several other local organizations. Over 1130 families visited the River Center's booth creating fish out of recycled materials. This event has been our most successful outreach for the 2015-2016 school year to date and we hope to see these families become part of our River Center family.



Guanabanas Give Back:

On Thursday, February 4th, the River Center participated in Guanabanas Give Back Thursdays. All proceeds from Mako Vodka cocktail sales and sales from the specialty drink of the night, the "Spinner Shark", were donated to the River Center. This event showcased a sneak peek at the River Center's upcoming "Jupiter Shark Exploration Exhibit." It was a great evening to promote the River Center and we hope to be part of this event again in the future.



Jupiter Jubilee:

The River Center and the Loxahatchee River District participated again this year in the Jupiter Jubilee on Saturday, February 6th. This annual event created by the Town of Jupiter for their residents is a family fun event with business and civic fairs, an eco-tourism expo, kid's activities, demonstrations, food, music, and much more. More than 150 families visited the River Center's and Loxahatchee River

District's booth in the Eco-Tourism Expo. It was amazing to see the awareness, positive response, and interest from Jupiter residents to the River Center as well as communicate and reach out to the other parks, nature centers, and organizations throughout northern Palm Beach County.

SeaFest at the Lighthouse:

Saturday, February 27th, the River Center participated in SeaFest at the Lighthouse. With a booth down by the beautiful waters of the Jupiter Inlet, it was a great day for a festival. Visitors that came to our booth had the opportunity to try their hand at fishing, dip netting, de-hooking and casting practice. We also brought our touch tank animals along to showcase some of the local wildlife that comes right from our own estuaries. Over 3,000 people attended this wonderful, first time event.



Volunteer of the Month:

The River Center would like to announce that March's Volunteer of the Month is awarded to Eric Gibson. Eric goes to Jupiter High School and is a member of the Jupiter Environmental Research and Field Studies Academy. Eric has volunteered at the River Center since November 2015. Even though he has only volunteered for four months he has earned 25 hours of community service. Eric is given this honor for his support on Saturday afternoons helping as a touch tank docent and animal care specialist, feeding critters and cleaning aquariums. He was especially helpful fishing with kids all afternoon at the SeaFest outreach at the Jupiter Lighthouse. Eric tied knots, baited hooks, helped with casting, and untangled rods. Eric has been a huge help to the River Center and we look forward to his continued support. Thank you for all that you do!



Friends Membership – 74 active members; 2 new/renewals; 40 current sponsors

Annual Sponsors Recognition – Bill & Pat Magrogan, AustinBlu Foundation (Blu Stephanos)

Shark Exhibit Sponsors – Laurie DiMartino

Night on the Loxahatchee Sponsors – Shipwreck Bar & Grille, CDM Smith

Upcoming River Center Events – RSVP at rivercenter@lrecd.org or 561-743-7123.

April 2 – 7pm: Save the Date! Night on the Loxahatchee: Shipwrecked in Paradise annual fundraiser for the River Center. Presentations by shipwreck and pirate experts, food by Food Shack, rum drinks by Shipwreck Bar & Grille, wine by African Tradition Wines, and coffee by Oceana Coffee.

April 9 – 9a-11a: Family Seine and Snorkel at Coral Cove Park. Join River Center naturalists as they explore the waters of Coral Cove Park. Discover and learn about the animals and plants that call it home. All ages.

April 9 – 2p-4p: New Volunteer Orientation. Anyone that would like to volunteer at the River Center should take this class and bring their completed volunteer application. Please RSVP.

- April 9 – 6:30p-9p: Wild & Scenic Film Festival at the Jupiter Inlet Lighthouse. An evening spent outdoors enjoying the sunset view of the lighthouse grounds followed by award winning short films about Wild & Scenic rivers. For ticket information please contact the Lighthouse.
- April 14 – 6p-8p: Kayak Snook Islands with Palm Beach County and the River Center. Advance registration is required.
- April 23 – 8:30a-4:30p: About Boating Safely ([Course taught in Spanish](#)): While boating can be a fun and relaxing experience, operating a boat, especially for young people, can be dangerous. This issue was brought to light last summer when Austin Stephanos and his good friend were lost at sea. In hopes of preventing similar tragedies the River Center is collaborating with the US Coast Guard Auxiliary “Flotilla 52” to provide Boating Safely Classes targeted specifically to young boaters in our community. These classes are provided through a generous sponsorship by the AustinBlu Foundation, a not-for-profit founded in Austin’s name and dedicated to raising awareness and promoting educational programs to improve boater safety. Participating in effective boater safety training is the most significant thing boaters can do to decrease their risk of mishap while on the water. Potential boaters need to understand the dangers of boating in hazardous waters like the Jupiter Inlet. Although there is no cost for the class, a \$10.00 deposit per student is required to reserve a seat. This deposit will be refunded in full to all students who complete the class. Please bring a lunch. Pre-registration is required because space is limited. Registration will take place promptly at 8:00, the morning of class. Please register online now! www.tiny.cc/boatsafe.
- April 30 – 8:30a-12:30p: Girl Scout Workshop (Bugs) for Daisies and Brownies: Brownies will earn their Legacy Bugs badge and Daisies will earn their Clover petal. This fun-filled event will help Brownies discover the bugs and why they are important while Daisies will discover the world around them alongside their Girl Scout sisters.
- May 5 – 12p-1p: Friends of the Loxahatchee River Meeting: Join Beau Yeiser, Biological Scientist with Florida Fish and Wildlife Commission, to discuss "Monitoring the Fisheries of our Lagoons". He will review fisheries research in the Indian River Lagoon, mostly as it pertains to the Fisheries Independent Monitoring program and look at methods and results (spoiler: they catch lots of neat fish!). Data collected from this program has been used to aid management in recent years.

AustinBlu Foundation making sure boaters get educated before they head out on the water

BY: Katie Johnson (mailto:katie.johnson@wptv.com)

POSTED: 5:44 PM, Mar 1, 2016

JUPITER, Fla. - The AustinBlu Foundation (<https://www.austinblufoundation.org/>) is helping to make sure boaters get educated before they go out on the water.

Throughout the year, the foundation is covering the cost of boating safety courses at the River Center (<http://events.r20.constantcontact.com/register/event?oeidk=a07eca3vb8ie631fafd&llr=g5zl9gjab>) in Jupiter.

"Makes you feel good, to do something positive for someone else or help someone else," said Blu Stephanos, father of Austin Stephanos.

Austin and his friend Perry Cohen went missing at sea last July after taking a boat onto the ocean.

His mom, Carly Black, said Austin was extremely experienced on the water.

"I would be on the boat with him and would have him as my captain any day of the week. We trust him completely."

The U.S. Coast Guard found the boat, but didn't find any signs of the boys.

"It was a difficult thing for everybody here. For the 'coasties' they felt helpless. They like to save people," said Gregory Barth.

Gregory is the flotilla commander with the U.S. Coast Guard in Jupiter.

He's expecting between 20-35 students at each course, and said the Coast Guard is offering a course in Spanish at the River Center in April.

"Anybody that's on a boat, that's driving a boat, we want them to understand what's going on. And how to operate the boat safely," Gregory said.

One thing both the Coast Guard and Austin's parents want boaters to invest in is a personal locator beacon (PLB) or an emergency position indicating radio beacon (EPIRB).

The AustinBlu Foundation is pushing for legislation to be passed in Tallahassee that would offer incentives to boaters who buy EPIRBs. If purchased, under the legislation, a person would get a discount on their boater's registration.

In the meantime, Austin's parents said they plan on attending some of the courses, and hope their son's love for the water will spread to others.

"I hope they have a passion for it like Austin did. Austin loved the water. He was swimming before he could walk. He was as salty as they come. I hope they take a little bit of that with them," Carly said.

Blu added, "I have some huge reason to do it and that's my son and honoring him. That's what keeps me driving here. And the community that stands behind us. That's why it's so important to give back."

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JUPITER BOATING SAFETY

Parents of teen lost at sea offering safety classes

By Bill DiPaolo
Palm Beach Post Staff Writer

JUPITER — The parents of Austin Stephanos, one of the two Tequesta teens lost at sea in July, are sponsoring safe-boat- ing classes for youngsters in north county.

"I don't want any other parents to go through what we went through," said Blu Stephanos, the father of Aus-

tin Stephanos. Austin and Perry Cohen, both 14, never returned after leaving Jupiter Inlet on July 24 in their 19-foot SeaCraft boat.

The classes, which will be taught by the U.S. Coast Guard, are scheduled to be offered one Saturday a month beginning March 12 at the Loxahatchee River Center in Jupiter.

The daylong classroom

ON FACEBOOK

Get news updates about Jupiter at [facebook.com/postonjupiter](https://www.facebook.com/postonjupiter)

instruction ends with a test. Those who pass the test get a Florida Fish and Wildlife Safe Boating Card, which every boater born after Jan. 1, 1988, is required to have, said U.S. Coast Guard Flotilla 52 Cmdr. Gregory Barth.

"It's a soup-to-nuts class.

We go over navigation, how to leave and enter a dock, anchoring, life preservers and the legal aspects of boating," Barth said.

The class, which is scheduled from 8:30 a.m. to 4:30 p.m., normally would cost \$35. The fees are being paid by the AustinBlu Foundation, Stephanos said.

Classes continued on B5

Classes

continued from B1

"Austin would be proud of this. He would want us to protect other kids," said Carly Black, Austin's mother.

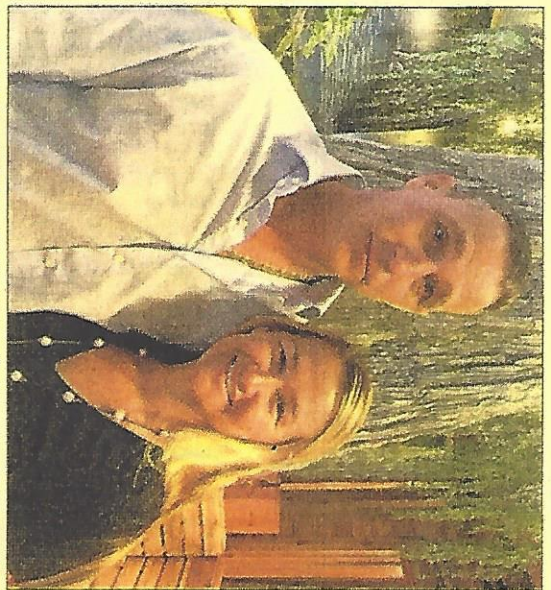
Boating-safety legislation inspired by the loss at sea of the two Tequesta teenagers is winding its way through the Florida Legislature.

The measure by Rep. MaryLynn Magar, R-Tequesta, is aimed at encouraging boaters to buy an Emergency Position Indicator Radio Beacon (EPIRB) or personal locator beacon for their watercraft. A similar bill by Sen. Joe Negron, R-Stuart, is awaiting final action in the Florida Senate.

The Coast Guard called off its search that stretched from Daytona Beach to South Carolina on July 31. The families of the two missing boys called off the private search on Aug. 9. About 800 friends and family of Austin Stephanos gathered Nov. 13 at Jupiter First Church to say goodbye to the teen.

Blu Stephanos, who now lives in Stuart, said he rarely goes out in his boat.

The last time was on Dec. 1, Austin's birthday. Blu and his son Dakota, 11, headed out the Jupiter Inlet to drop roses overboard to remember Austin. But with an incoming tide, they decided to head a couple of miles out.



Blu Stephanos and Carly Black, Austin Stephanos' parents, will use funds from the AustinBlu Foundation to pay for boating classes in Jupiter. BILL DIPAOLO/THE PALM BEACH POST

WATERWAY TOLL

Florida had 73 boating deaths in 2014.

- The most (28 percent) were from falling overboard.
- July was the deadliest month (17).
- Palm Beach County had four deaths. Okaloosa County had the most (10).
- There were 634 boating accidents resulting in 365 injuries.
- Alcohol and drugs played a role in 12 percent of deaths.
- 86 percent of the deaths were men/boys.

CONTACT US

Have a Jupiter issue you'd like to see The Post tackle, or a story idea? Contact Bill DiPaolo at BDiPaolo@pbpost.com.

They dropped the roses into the sea.

"It was very difficult. That was the last time I

was on the ocean," Stephanos, 38, said, adding there was an EPIRB on his boat.

For information or to register online for the class, go to tiny.cc/boatsafe or call 561-743-7123.

bdipaolo@pbpost.com
Twitter: @BillDiPaolo

CALENDARLOOKING AHEAD



PROVIDED PHOTO/JOANNE FRAZIER OF CALYPSO DIVE CHARTERS

RIVER CENTER MEETING EYES JUPITER SHARK-TAGGING

The River Center will host a presentation Friday, March 4, by shark researcher Bryan Keller on "Shark-tagging off the coast of Jupiter, FL: the techniques, findings, and implications."

It will discuss efforts of tagging Lemon Sharks and Great Hammerhead sharks off the coast of our local beaches.

Each year in Jupiter, the Bimini Biological Field Station conducts acoustic tagging of large bodied sharks to better understand their spatial ecology. These conventional methods have been bolstered with the efforts of local scuba divers, who have supplemented data with unique methods of their own.

Specifically, these methods include laser photogrammetry, a non-invasive technique for measuring an animal; surveying the species present during shark dive expeditions; and non-lethal extraction of muscle samples while tagging sharks with a modified spear gun. As a result of the efforts of the Bimini Biological Field Station and the local community, a great deal of information has been learned about the sharks of Jupiter. The meeting will be held at the River Center in Jupiter at noon. It is part of a monthly series hosted by the River Center and Friends of the Loxahatchee River featuring environmentally focused topics and speakers. A light lunch is included, and the event is free and open to the public. Seating is limited, so please RSVP by calling 561-743-7123 or emailing RiverCenter@LRECD.org.

The River Center is located at 805 N. U.S. 1 in Jupiter at Burt Reynolds Park. Hours are Tuesday and Wednesday, 12 to 4 p.m. and Thursday through Saturday, 9 a.m. to 4 p.m.

There are multi-media and live aquatic exhibits, and a touch tank teeming with aquatic life. For more information about the River Center, visit www.loxahatcheeriver.org/rivercenter.

Want to have your upcoming events publicized in The Jupiter Courier Newsweekly?

Please submit your Looking Ahead events by going to tcpalm.com/submit and clicking on the Calendar form.

Longer versions of your events, along with photos, also should be posted at TCPalm.com/YourNews.

SPECIAL NOTICES

"HEALING MASSES" UPCOMING

We are open to anyone who would like to share the reasons why, and the beauty of, healing Masses for those who have been hurt or are hurting from their

abortions.

This particular evening – Thursday, May 12, St. Jude Catholic Church in Tequesta is also for those they love.

It was started as an inspiration of the Holy Spirit in response to the needs of beautiful women and men from our parish of St. Rita in Wellington. These women and men began a retreat ministry because they had been healed and received what they needed. They wanted others to experience what they had.

This ministry became so big, that it expanded to the Spanish community, prison and those who have been sexually abused,

See **CALENDAR, 22**

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: March 11, 2016

Subject: Monthly Financial Report

Balances as of February 29, 2016

Certificates of Deposit:

<u>Institution</u>	<u>Original Term</u>	<u>Maturity</u>	<u>Rate</u>	<u>Amount</u>
FL Community Bank	9 Months	10/12/16	0.50%	\$ 2,034,002
Centerstate Bank of FL	1 Year	02/28/16	0.60%	2,076,498
FL Community Bank	1 Year	03/06/16	0.65%	2,012,035
TD Bank	6 Months	07/18/16	0.56%	2,001,197
FL Community Bank	18 Months	02/28/17	0.75%	2,027,184
FL Community Bank	18 Months	02/28/17	0.75%	2,027,184
TD Bank	3 Years	06/02/17	0.92%	2,032,358
TD Bank	3 Years	08/04/17	1.19%	1,018,881
TD Bank	4 Years	08/19/17	1.40%	2,072,111
TD Bank	2.5 Years	03/02/18	1.11%	2,010,973
TD Bank	3 Years	05/22/18	1.14%	2,017,748
TD Bank	5 Years	08/19/18	1.87%	2,096,878
TD Bank	5 Years	04/29/19	1.88%	1,552,706
TD Bank	5 Years	09/22/19	2.09%	2,060,983
Subtotal				\$ 27,040,738
Other:				
FL Community Bank - Public Demand			0.85%	\$ 3,536,527
SunTrust-Business Account			0.35%	3,950,241
Subtotal				\$ 7,486,768
Total				\$ 34,527,506

Average weighted rate of return on investments is: .98%

As of 02/29/16:

3 month Short Term Bond: 0.33%

1 month Federal Fund Rate: 0.50%

Cash position for February 2015 was \$28,441,095. Current Cash position is **up** by \$6,086,411.

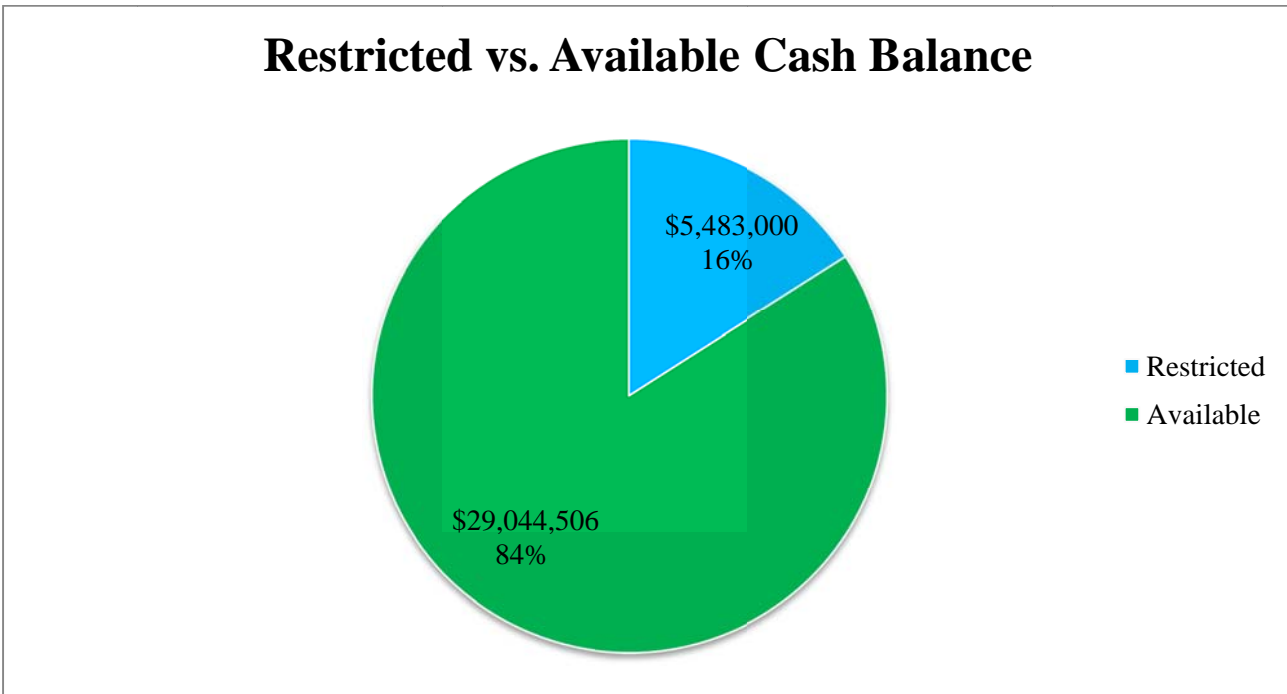
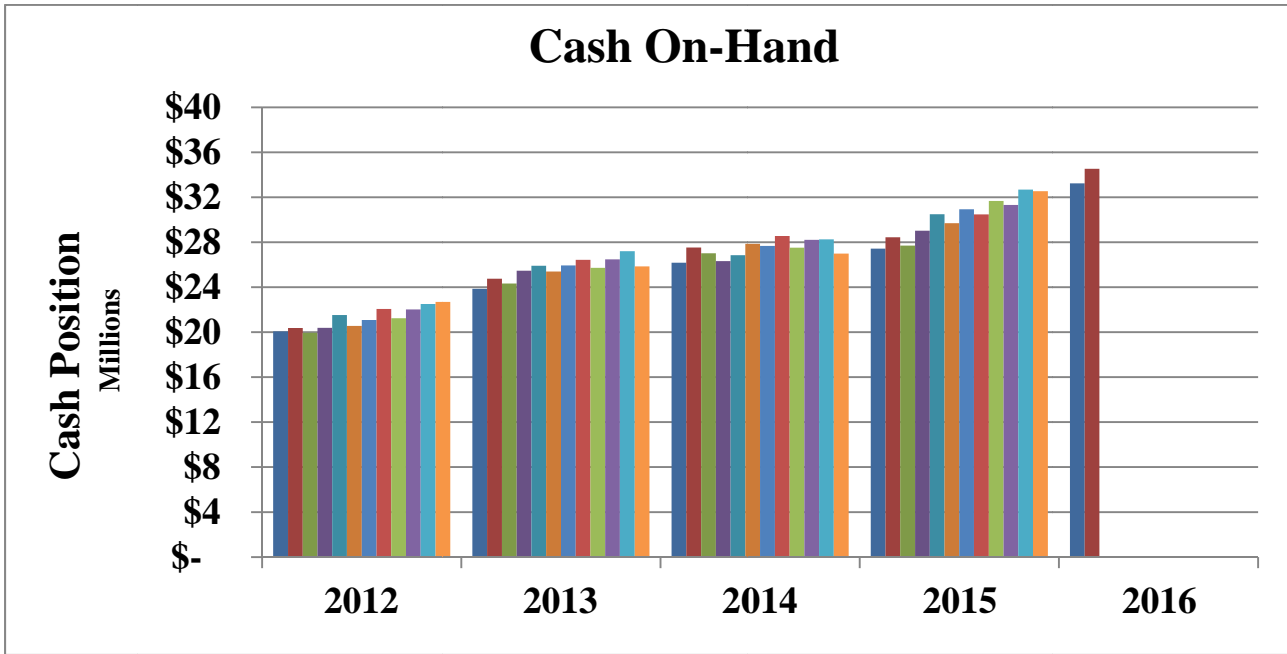
Stephen B. Rockoff
Board Member

Dr. Matt H. Rostock
Board Member

Gordon M. Boggie
Chairman

Harvey M. Silverman
Board Member

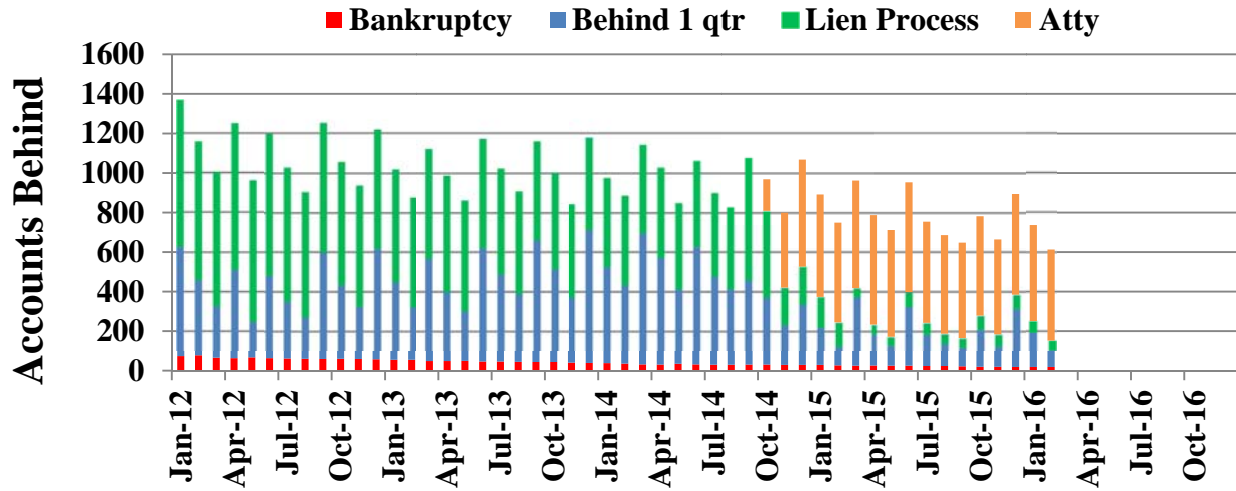
James D. Snyder
Board Member



Accounting:

- Legal fees collected for the month of February were \$13,035. The fiscal year-to-date total is \$71,471.
- Septage billing for February was \$576. All septage dumping accounts are current.
- Developer’s Agreement – There was one new developer agreement in February, Bella Villagio.
- I.Q. Water Agreements – San Palermo is past due for February.
- Estoppels – For February is \$6,225. The fiscal year-to-date total is \$29,325.
- Accounts in Bankruptcy – 19; Accounts in ‘Prior to Lien Process’ – 84; Lien – 49 Accounts; Attorney – 461 Accounts; Mortgage Foreclosure (active) – approximately 4.

LRD Accounts Falling Behind



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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: March 08, 2016

SUBJECT: Director's Report - Engineering Division
March 2016 Board Meeting

Developer Projects

Staff were active on 6 Developer projects including the following activities.

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

Barcelona Commercial: Commercial and retail development adjacent to Barcelona Residential south of Toney Penna Dr on Military Trail.

Bella Villagio: Residential development on County Line Rd just west of US 1. This project provides a gravity collection system to serve 16 townhomes.

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

Sonoma Isles Residential Phase 1 & 2: This project provides a gravity collection system and lift station to serve approximately 275 residential units and club facilities. This project was formerly known as Lakewood and Parcel 19.

Pennock Preserve PUD Phase 1: This project connects Pennock Preserve to the existing Prada development and provides a gravity sewer system to 8 of the 16 residential lots.

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

Jupiter Country Club Pod D (Phase 1): This project provides the first phase of the gravity sewer system to serve 40 residential lots in Jupiter Country Club.

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Board Member

Jupiter/Palm Beach Motor Coach Resort Onsite: This project provides a private lift station and collection system to serve approximately 100 recreational vehicle hook-ups and community facilities. It will ultimately connect to the District via a 6” force main installed as part of a separate project.

Capital Projects

Staff were active on 17 Capital projects including the following activities.

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

Lift Station Rehabilitations for 2016: This project was awarded at last month’s board meeting. The NTP and preconstruction meeting are tentatively scheduled for later this month.

Merritt Way Low Pressure Service Upgrades: Staff are scheduled to begin construction of this project in March and should complete the project in April.

Hylands Terrace (formerly reported as County Line Rd): Staff have completed the design for low pressure sewer systems to serve various residences on Harken Terrace, Whispering Pines Trail, Linden Street, Pine Grove Street and County Line Rd as part of the Neighborhood Septic Tank Conversion to Sewering Program. The project is currently in permitting with the FDEP and Martin County.

Hibiscus Avenue: Staff are working on the gravity sewer design.

Lift Station # 6 Rehabilitation: Design is complete and the project is currently in permitting with the Town of Jupiter.

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

Cleaning, TV Inspection and Lining Services: The contractor is performing TV inspections of the gravity collection systems for Lift Stations 57, 58, 62, 65, 66, 68, 94 and 97 this month.

Clark Lane Phase 2: Construction of a low pressure sewer system to serve the final 4 lots on Clark Lane.

N. Riverside Drive: Construction of a low pressure sewer system to serve 4 lots on N. Riverside Drive.

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

Quail Run: A neighborhood conversion project completed last year to serve 8 residential lots off of Roebuck Rd.

Consultant Projects:

Master Lift Station Rehabilitation Preliminary Engineering Report: Staff coordinated with the consultant for flow analysis. This project looks at the final phase of rehabilitation for the Master Lift Station located just east of Pennock Ln and Indiantown Rd. The project will include pump replacement, electrical system evaluation, piping modifications, bypass facilities, isolation valves

and coatings.

Alternate A1A Subaqueous Crossing Preliminary Engineering Report: The consultant submitted a draft bypass plan and met with staff to review options. This project looks at the replacement options and emergency bypass pumping plan for the 24” wastewater force main crossing the Loxahatchee River at Alternate A1A.

Loxahatchee River Road IQ Main Replacement: The consultant is working with ACOE for permitting. This project replaces the existing aerial crossing just north of the Eagles Nest development with a subaqueous directional drill.

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. Construction is anticipated to begin in April 2016.

Little Oaks/River Oaks Gravity Collection System: Staff coordinated with the engineering consultant, attended progress meetings and provided periodic site inspections for progress, construction materials and dewatering sampling for this project that installs a gravity collection system and lift station to serve a combined 73 lots in the Little Oaks and River Oaks developments off of Roebuck Road.

Maplewood Drive Force Main: Staff performed plan, specification and permit reviews for this project that installs a new back up force main from LS 21 to the force main in Indian Creek Parkway. This project is currently out to bid.

Jupiter Plantation Force Main Replacement: Staff performed plan, specification and permit reviews for this project that replaces the existing force main from LS 13 in Jupiter Plantation to the gravity collection system in Center St. This project is currently in permitting with PBC Land Development

Turtle Creek: Staff performed preliminary plan reviews for this project that provides gravity sewers for Phase 1 of Turtle Creek Drive.

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.

Jupiter Park Drive (Beacon St. and surrounding area): this is a Town of Jupiter right of way improvement project that installs sidewalks along portions of Jupiter Park Drive. Staff are coordinating with the Town to avoid existing force mains in the right of way.

Donald Ross Rd Improvements: A road way improvement project between I-95 and Military on Donald Ross.

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

Construction

Staff were involved in various projects including the following activities.

Clarifier 1: Staff removed a blockage in the influent pipe to Clarifier 1. Now that the influent is open Operations Staff are making modifications to the unit to allow easier cleaning and maintenance in the future.



Jupiter North (Town of Jupiter): Staff are working to raise and repair buried and/or damaged cleanouts identified during investigations/locations for the Town of Jupiter.

Lift Stations 57, 58, 62, 65, 66, 68, 94 and 97: Staff are systematically working in these areas to locate or install right of way clean outs in coordination with upcoming TV inspections.

A1A Bike Lane Project: A Town of Jupiter project on A1A between US 1 and Indiantown Rd. Construction staff worked ahead of the Town's paving contractor to replace damaged and deteriorated manhole frame and covers.

Miscellaneous

On March 1, 2016 Low Pressure Pump Station No. 1100 was placed in service.



Signed,

Kris Dean, P.E.
Director of Engineering Services

/KD

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

MEMORANDUM

TO: Albrey Arrington, Executive Director

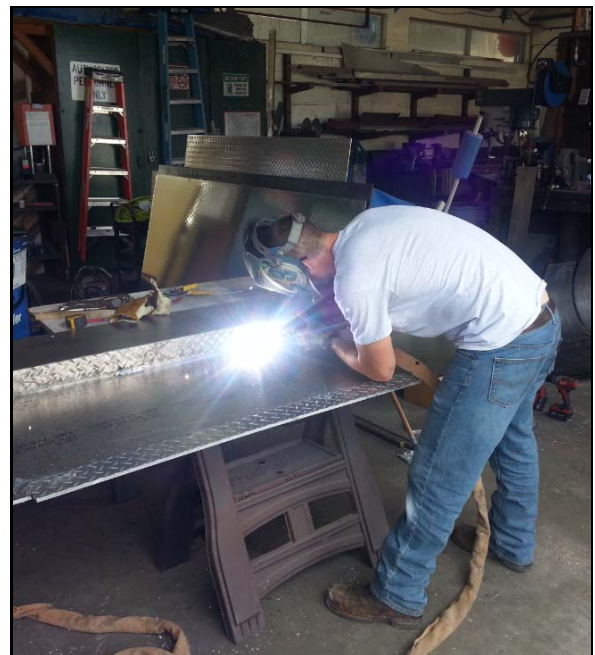
FROM: Tom Vaughn, Director of Operations

DATE: March 8, 2016

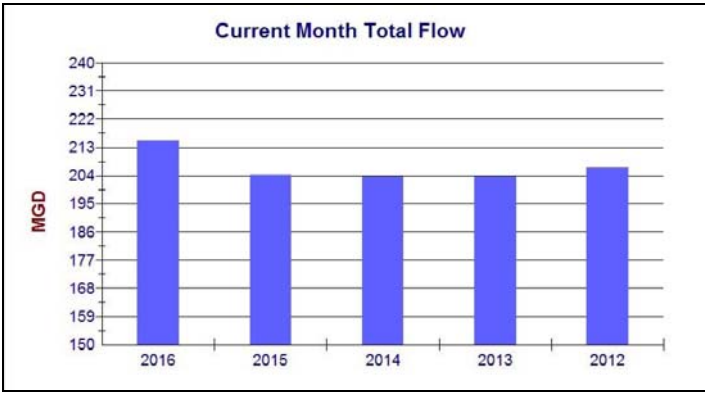
SUBJECT: Operations Department Monthly
Report for February 2016

Treatment Plant Division

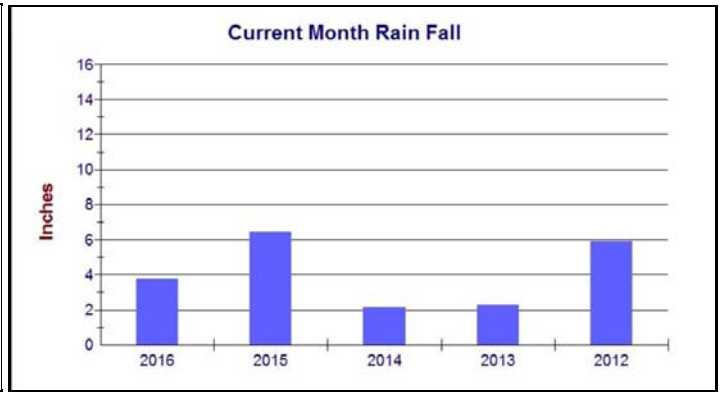
Cross training continues between the shift lead operators and their shift operators as well as between operators in general and the maintenance department. Implementation of shift rotation for the purpose of cross training is in the final stages of development. The goal is to enrich the lives and careers of District employees by providing an environment that is dynamic and rewarding, an environment which adds valuable skills and creates a closely knit community. In return, the District has an employee skilled in multiple disciplines that can act in a swift, confident, and decisive manner.



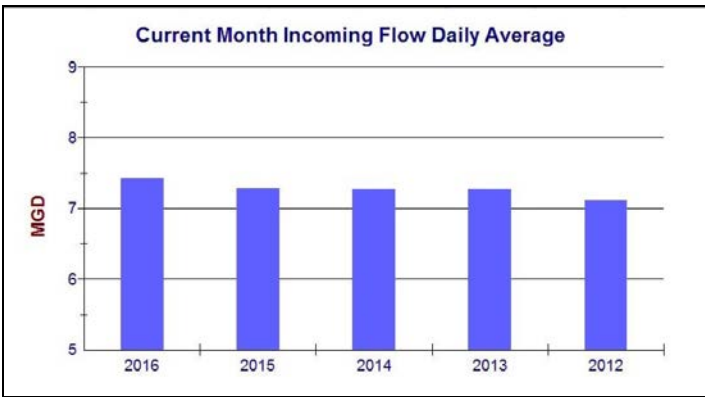
We have had another great month of no Permit exceedances.



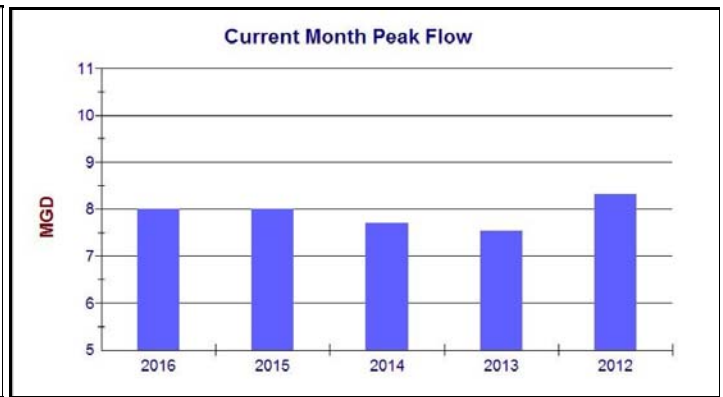
The plant total flow for the month of February was 215.12 million gallons.



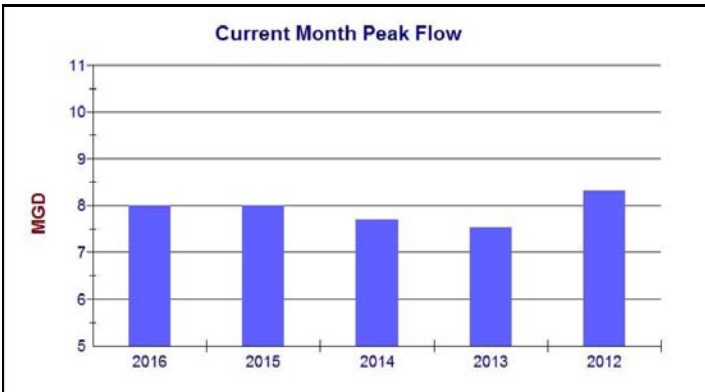
3.77 inches of rainfall were recorded at the plant site during the month of February.



The treatment plant incoming flow for the month of February averaged 7.42 MGD compared to 7.29 MGD one year ago for the same month.

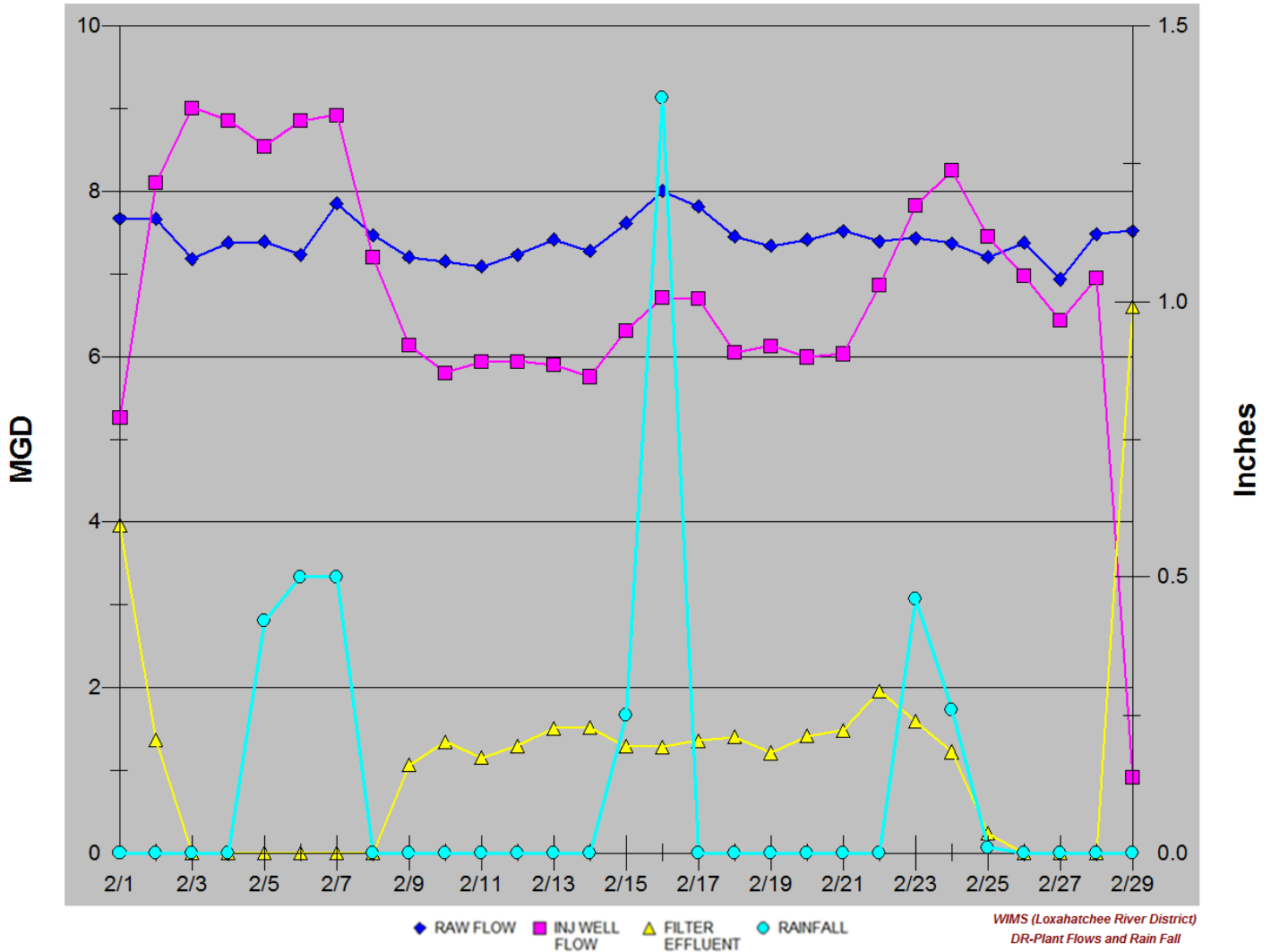


The peak hourly flow rate in February was 4.64 MGD.



The greatest single day average flow in February was 8.00 MGD.

The plant received 215.12 MG of influent flow of which 34.25 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. Due to wet weather conditions and 3.77 inches of rain during the month, 195.92 million gallons of blended effluent was diverted to the Injection Well. Overall, 15.92% of incoming flows was recycled for IQ use and the plant delivered 94.32 million gallons of IQ water to the Reuse customers.



For the year 2016, the plant recycled 20.97% of all incoming flow and the total amount of IQ water delivered to reuse customers stands at 89.99 million gallons.

All required monthly reporting has been submitted on time.

Safety / Compliance

TRAINING. Training for the month of February involved the hazards of hydrogen sulfide gas, commonly referred to as H₂S. H₂S can be found in many locations where District employees may be working such as lift stations or manholes. Hydrogen sulfide is considered a toxic gas. This gas has no color but may have a rotten egg odor in lower concentrations. Higher concentrations of H₂S can quickly block the sense of smell, giving workers a false indication of its presence. Low concentrations of this toxic gas may cause irritation of the eyes, nose, throat and lungs. High concentrations will displace oxygen and settle in the bottom of a confined space creating an IDLH atmosphere. IDLH – Immediately Dangerous to Life and Health atmospheres have the potential to incapacitate a worker in a very short amount of time.

Gas detection monitors are standard equipment during any confined space entry. A gas detector will alert the user with an audible and visual alarm indicating the presence of hydrogen sulfide gas, as well as display a

D.E.P. The District held DEP certification testing on the 9th and 10th of February.

Over one hundred people attended the two days of testing in the hopes of advancing their certifications. We had several folks travel from the Florida Keys Aqueduct Authority to attend our latest testing sessions.

The Loxahatchee River District has become a well-known certification testing destination for water and wastewater operators, located here in Florida.

FAU. Microbiology students from the Wilkes Honors College of FAU visited the District's water reclamation facility in an effort to learn more about the biological process of recycling an average of 7 million gallons of water a day, for irrigation purposes. The students were very impressed with the Operations Plant, Wildpine Lab and the District staff's drinking water conservation efforts.

Many students were pleased to learn that the Loxahatchee River District's water treatment facility does not discharge to any area surface waters. Many students were unaware that other water treatment facilities continue to practice the disposal method of surface water discharge. Microbiology students received an in depth tour, and left with a much better understanding of our process and efforts here at the Loxahatchee River District's award winning facility.

measurement of its concentration. District employees undergo continuous training on the dangers, detection equipment used, and mitigation technics associated with hydrogen sulfide gas.



Touch-A-Truck. Members of the Collections Crew and Safety & Compliance Dept. attended the Town of Jupiter’s “Touch-A-Truck” event on Sunday the 28th. The Loxahatchee River District has attended this event every year, and have had a great time educating and interacting with the public.

The Vac-Con demonstrations included dunking a basketball with the vacuum attachment and clearing a simulated blockage with the high pressure hose. A crane truck was also on display demonstrating its ability to service lift stations and provide assistance during construction projects.

I would like to give a special thanks to our “New Guys” who attended this event for the first time. A wonderful day was had by all and we look forward to attending next year’s “Touch-A-Truck” event.



The District has no injuries to report for the month of February.

Collections and Transmissions Division

BELOW. The District's Collection Crew performed the annual inspection and cleaning of manholes and gravity mains at the Roger Dean Stadium prior to "Professional baseball Spring training" and daily games with baseball loving crowds. All lines within the interior and exterior of the Roger Dean complex were found to be flowing properly.



RIGHT. New portable generator sets were delivered and accepted during the reporting month as per the Operations current year budget. The units were inspected and unloaded and the paperwork for title, insurance, and State issued license tags were processed through Operations Administration.



BELOW. For the reporting month, eight (8) new low pressure systems came online in the Low Pressure Pump Station System.

The District's Vac Con Crew cleaned the following lift stations in February 2016: # 172, 24, 159, 9, 154, 83, 175, 193, 53, 224, 249, 52, 76, and 16.

Maintenance

RIGHT. These are the control panel brackets that have been manufactured in the maintenance shop for all of the portable generators. This will allow operators to interchange different control panels with different generators.



Tidbits from Tom

February, 2016 – President's Day



“Change will not come if we wait for some other person or some other time. We are the ones we’ve been waiting for. We are the change that we seek.” – Barack Obama

Presidents’ Day is an American holiday celebrated on the third Monday in February. Originally established in 1885 in recognition of President George Washington, it is still officially called “Washington’s Birthday” by the federal government. Traditionally celebrated on February 22—Washington’s actual day of birth—the holiday became popularly known as Presidents’ Day after it was moved as part of 1971’s Uniform Monday Holiday Act, an attempt to create more three-day weekends for the nation’s workers. While several states still have individual holidays honoring the birthdays of Washington, Abraham Lincoln and other figures, Presidents’ Day is now popularly viewed as a day to celebrate all U.S. presidents past and present.

Presidential Trivia:

Which president said this:

1. “I walk slowly, but I never walk backward.”
 - a. Abraham Lincoln
 - b. George Washington
 - c. Theodore Roosevelt
2. “A man may die, nations may rise, but an idea lives on.”
 - a. George Bush
 - b. John Kennedy
 - c. Bill Clinton
3. “The future doesn’t belong to the fainthearted; it belongs to the brave.”
 - a. Ronald Reagan
 - b. Richard Nixon
 - c. Thomas Jefferson

See ya’ at the Top – (That’s near Cheese Station “N”)

**Tom Vaughn
Director of Operations**

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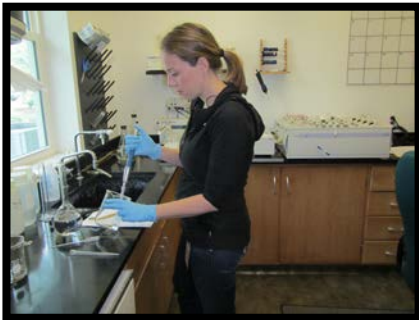
D. Albrey Arrington, Ph.D., Executive Director

MEMORANDUM

TO: Albrey Arrington, Ph.D., Executive Director
FROM: Bud Howard, Director of Information Services
DATE: March 10, 2016
SUBJECT: Monthly Governing Board Update for February 2016

WildPine Ecological Laboratory

Riverkeeper Project

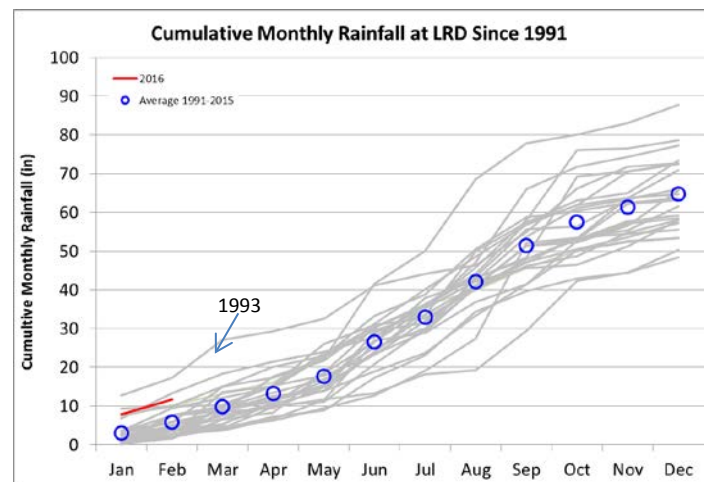


In February, LRD and Town of Jupiter staff sampled 34 water quality monitoring sites. Bacteria samples were collected and analyzed at all of the stations. Sixty percent of the stations showed safe levels of microorganisms, and the remaining 40% of samples with elevated bacteria concentrations were collected from Jones and Sims Creeks, as well as one station at the River's Edge community (Station 107). Nutrient concentrations were analyzed at 14 stations and all but one station showed low levels of nitrogen, phosphorus and chlorophyll *a*. Station 60, located in the bay of the Northwest Fork, exceeded DEP/EPA's Numeric Nutrient Criteria (NNC; 0.03

mg/L) for phosphorus. These results, driven by the higher than normal rains and flows (discussed below), were unusual given February is typically the best month of the year for water quality. Betsy Stoner, our senior scientist pictured above, is preparing standards to run with samples on our nutrient analyzer.

Hydrologic and Datasonde Monitoring

2016 continues to be an abnormally wet year with February rainfall at LRD totaling 3.8" which is twice the typical February total of 1.9". The highest single-day rain total occurred on February 16 with 1.4". Cumulative rainfall total for 2016 through February is 11.6". In the historic context, typical cumulative rainfall measured at LRD for the same period is 5.9" (from 1991-2015; See figure on the right).



Stephen B. Rockoff
Board Member

Dr. Matt H. Rostock
Board Member

Gordon M. Boggie
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James D. Snyder
Board Member

The rainfall during February maintained increased flow into the River. Lainhart Dam had a mean daily flow of 193 cfs with a maximum flow of 231 cfs occurring on February 16, the day of peak rainfall for the month. The S-46 flood control structure discharged for 20 of the 23 days for which data are available. Mean daily flow was 138 cfs with peak flow of 379 cfs on February 1. Flow at the S-46 structure gradually decreased throughout the month and the low discharges may be associated with the construction of the tailwater weir.

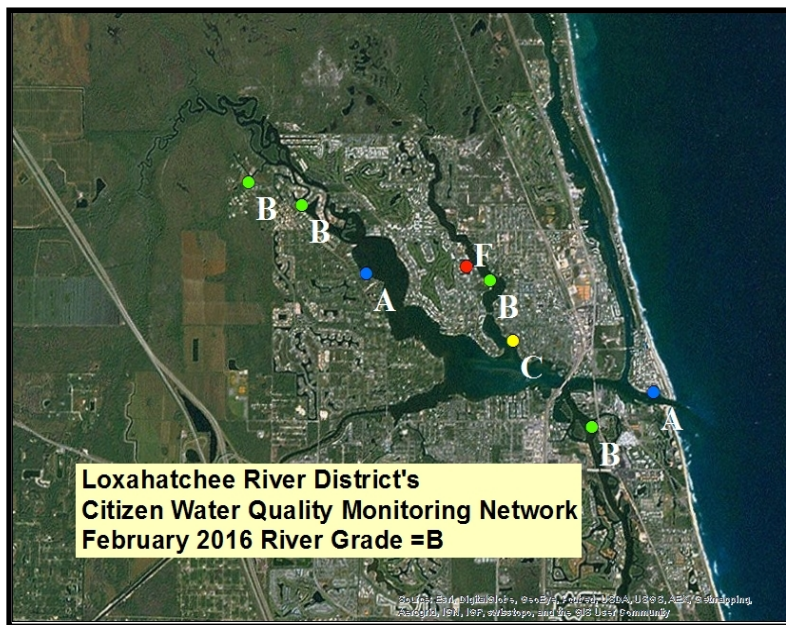
Average salinities were more than 2 standard deviations below the historical mean at Jupiter Inlet and site 72 at Loxahatchee River Road bridge for the third consecutive month. The North Bay site had similar results in February. During February 3rd-6th, the Inlet, North Bay, and site 72 experienced unusually low salinities of 13, 8.6, and 1.5 ppt, respectively. However, even during periods of low salinity these sites continue to experience a wide range of salinities coinciding with the ebb and flow of the tides. On February 6, for example, salinity at site 72 ranged from a daily (and monthly) minimum of 1.5ppt to a daily maximum of 29ppt.

Oyster Recruitment Monitoring

Oyster settlement monitoring confirmed that the cessation of oyster spawning has continued into the winter season. Daily average water temperatures were between 20.2°C (68.4°F) and 20.9°C (69.6°F), which historically corresponds with minimal to no oyster settlement activity. We typically don't sample in February, but we are monitoring the temporal settlement patterns of various organisms (oysters, barnacles, worms, etc.) on the new non-glazed travertine tiles in lieu of adult oyster shell. Oyster settlement on the tiles within both river forks remain minimal with an average of 6.4 spat/m² in the Northwest Fork and 3.2 spat/m² in the Southwest Fork.



Laboratory intern Anthony prepares oyster settlement monitoring arrays with travertine tiles.



Volunteer Water Quality Monitoring

The volunteer water quality grade for February was a low “B”. The abundance of freshwater into the system lowered the water clarity, salinity and the pH values into the “Fair” and “Poor” ranges. The lone “F” grade in the N. Fork was due to poor water clarity, very low salinity, and a lower than normal pH values.

Information Technology

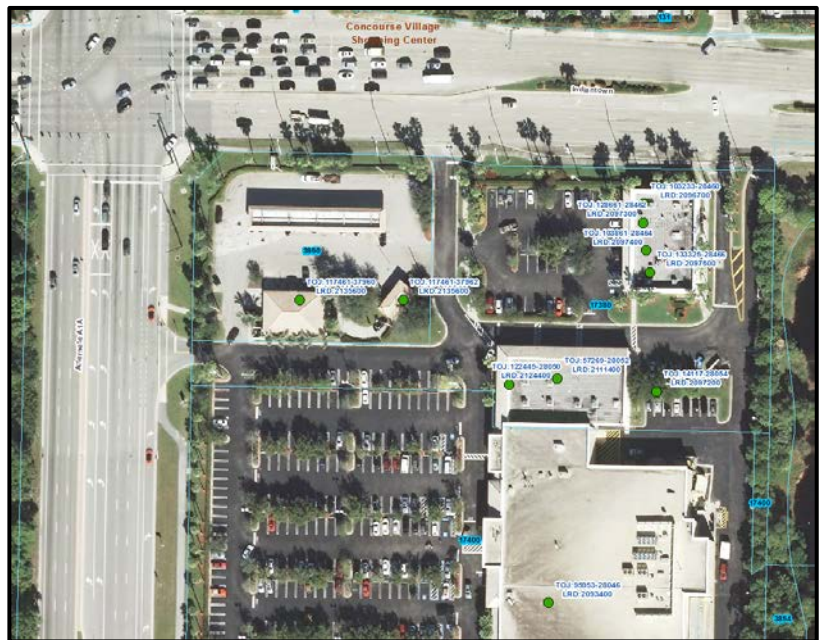
Deep Bed Filter Construction Project Cameras

Staff have installed cameras to monitor and document the progress of the Deep Bed Filter Construction Project.



Customer Service Geographic Information System (GIS) Tool

Dave has been developing a GIS tool that displays maps and data for the Customer Service Department that is essential for our new, long-term project to reconcile and verify all information in our customer service database with the water meter and parcel data. The compiled information will improve how we monitor ownership, mailing address, and development status data against county and town records.



Customer Service

Payment Processing

The 1st Quarter Bills were due on February 19 and staff processed over 15,000 payments totaling over \$1.9M. Like January, 40% of those were electronic payments and processed very efficiently with our digital payments tool. Staff continues to assist with formulating policy and procedure improvements for the Board's consideration.

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

MEMORANDUM

TO: Governing Board
FROM: Administration Staff
DATE: March 8, 2016
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	\$10,176.43	\$64,033.93
Arcadis		\$5,802.50
Hazen	\$6,966.12	\$52,097.97
Holtz	\$17,220.60	\$42,487.30
Mathews	\$36,093.83	\$151,524.25

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:

- Jupiter Inlet Colony pre construction meetings
- Turtle Creek Phase I-Construction contract award
- Turtle Creek Subsystem 3-Engineering Design contract
- Hibiscus Ave-Construction contract award

Other:

- Maplewood Drive Force Main Contract
- Procurement Policy
- Auditing Services Contract
- Lift Station #6 Rehab Construction Contract