

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 #8-2017
JUNE 15, 2017 – 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 9**
 - B. Loxahatchee River District Dashboard **Page 10**
5. Consent Agenda (see next page) **Page 11**
6. Regular Agenda
 - A. Consent Agenda Items Pulled for Discussion
 - B. Chapter 31-3, Regulations for Sewer Systems **Page 29**
 - C. Palm Beach County School Board Interlocal Agreement **Page 38**
 - D. Budget Assumptions-Fiscal Year 2018 **Page 54**
7. Reports (see next page) Pulled for Discussion
8. Future Business **Page 98**
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: June 5, 2017

Stephen B. Rockoff
Board Member

Dr. Matt H. Rostock
Board Member

Harvey M. Silverman
Chairman

Gordon M. Boggie
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. Final Assessment-356 & 360 Tequesta Dr. (Resolution 2017-16) **Page 12**
- B. Preliminary Assessment-Hibiscus Ave. (Resolution 2017-18) **Page 19**
- C. Disposal of Fixed Assets – to approve disposal **Page 26**
- D. Change Orders to Current Contracts – to approve modifications **Page 27**

7. REPORTS

- A. Neighborhood Sewering **Page 58**
- B. Legal Counsel's Report **Page 61**
- C. Engineer's Report **Page 65**
- D. Busch Wildlife Sanctuary **Page 71**
- E. Friends of the Loxahatchee River **Page 72**
- F. Director's Report **Page 76**

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

AGENDA
PUBLIC HEARINGS #7-2017
JUNE 15, 2017 - 6:55 P.M. AT DISTRICT OFFICES
ALL MEETINGS ARE OPEN TO THE PUBLIC

1. Call to Order and Pledge of Allegiance
2. Roll Call
3. To receive public comments pertaining to the Final Assessment Roll for 356 + 360 Tequesta Dr.
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 read "D. Albrey Arrington".

Submitted by:
Date: June 5, 2017

data:\admin\board\agendaPH

Stephen B. Rockoff
Board Member

Dr. Matt H. Rostock
Board Member

Harvey M. Silverman
Chairman

Gordon M. Boggie
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James D. Snyder
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D. Albrey Arrington, Ph.D., Executive Director

MEMORANDUM

TO: Governing Board
FROM: Recording Secretary
DATE: June 8, 2017
RE: Approval of Meeting Minutes

Attached herewith are the minutes of the Regular Meeting of May 18, 2017. As such, the following motion is presented for your consideration.

“THAT THE GOVERNING BOARD approve the minutes of the May 18, 2017 Regular Meeting as submitted.”

J:\BOARD\MinutesSamples\MinutesMemo.docx

Stephen B. Rockoff
Board Member

Dr. Matt H. Rostock
Board Member

Harvey M. Silverman
Chairman

Gordon M. Boggie
Board Member

James D. Snyder
Board Member

Ref: #6-2017

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
REGULAR MEETING - MINUTES
MAY 18, 2017

1. CALL TO ORDER

Vice Chairman Snyder called the Regular Meeting of May 18, 2017 to order at 7:05 pm.

2. ADMINISTRATIVE MATTERS

A. ROLL CALL

The following Board Members were in attendance.

Mr. Snyder
Dr. Rostock
Mr. Rockoff
Mr. Boggie (at 7:15)

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

Consultants in attendance were Mr. Muniz and Mr. Koroshec from Hazen and Sawyer, Ms. Wood and Ms. Miranda from Holtz Consulting, Ms. Marshall and Mr. Pugsley from Mathews, and Mr. Shenkman with Smith, Gaskill & Shenkman.

B. PREVIOUS MEETING MINUTES

The minutes of the Public Hearing and Regular Meeting of March 16, 2017 were presented for approval and the following motion was made.

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

“THAT THE GOVERNING BOARD approve the minutes of the March 16, 2017 Public Hearing and Regular Meeting as submitted.”

C. ADDITIONS & DELETIONS TO THE AGENDA

Consent Item 5D was deleted and Consent Item 5C was pulled for discussion (Item 6A).

3. COMMENTS FROM THE PUBLIC

No comments were received.

4. STATUS UPDATES

A. LOXAHATCHEE WATERSHED STATUS

Mr. Howard provided an update on several ongoing River Restoration Projects.

B. LOXAHATCHEE RIVER DISTRICT DASHBOARD

Dr. Arrington reviewed the District Dashboard.

5. CONSENT AGENDA

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

“THAT THE GOVERNING BOARD approve the Consent Agenda of May 18, 2017 as revised to remove Items 5C and 5D.”

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

A. Preliminary Assessment-356 & 360 Tequesta Dr. (Resolution 2017-15)

“THAT THE GOVERNING BOARD approve Resolution 2017-15 adopting the 356 & 360 Tequesta Drive Preliminary Assessment Roll.”

B. Notice of Intent to Assess-14100 US 1 (Resolution 2017-17)

“THAT THE GOVERNING BOARD approve Resolution 2017-17, the Notice of Intent to Assess, the Pending Lien Notice, and the Exhibits for the 14100 US 1 Assessment Area.”

D. Synthetic Media – to approve purchase

Deleted.

E. Change Orders to Current Contracts – to approve modifications

No change orders were presented.

6. REGULAR AGENDA

A. Consent Agenda Items Pulled for Discussion.

5C. Policy and Procedures – to review and approve modifications

Mr. Howard reviewed the updates to the District Policies and Procedures.

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

“THAT THE DISTRICT GOVERNING BOARD authorizes the Executive Director to implement the following District Policies and Procedures incorporating the changes made by the Executive Director and Legal Counsel:

1. Initiate Sewer Services Charges
2. Discontinue Sewer Service

with an effective date of May 1, 2017.”

B. Audit Services Contract

Dr. Arrington reviewed the completed ranking of the audit firms.

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

“THAT THE GOVERNING BOARD designate the Executive Director to conduct negotiations with the audit firms ranked above pursuant to Florida Statute 218.391(4)(a), and authorize Harvey M. Silverman, as Chairman, to execute the negotiated contract.”

C. Palm Beach County School Board Interlocal Agreement

No action was taken.

D. Health Insurance

Dr. Arrington reviewed the potential expansion of insurance benefits to Board Members. The Board Members discussed the various aspects of the potential insurance benefit expansion.

MOTION: Made by Mr. Rockoff, Seconded by Mr. Boggie,
Passed 3-1 with Dr. Rostock voting against.

“THAT THE DISTRICT GOVERNING BOARD direct legal counsel to seek an updated AGO regarding the legality of extending the District’s insurance benefits

to Governing Board members, and direct staff to draft, for future Board consideration following receipt of the AGO, revisions to LRD's Personnel Policies and Procedures that would potentially extend the District's insurance benefits to Governing Board members."

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

The Board discussed the current and future status of events at Busch Wildlife Sanctuary.

10. ADJOURNMENT

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

"That the Regular Meeting of May 18, 2017 adjourn at 8:21."

BOARD CHAIRMAN

BOARD SECRETARY

RECORDING SECRETARY



Loxahatchee River Watershed Status District Hurricane Plan

With the hurricane season starting June 1, District staff have been busy refining our hurricane plan. Following our brush with Hurricane Matthew last summer, we identified several opportunities for improvements. At our meeting we will summarize some of the new elements and tools that we have developed to help ensure the best service possible.



LOXAHATCHEE RIVER DISTRICT'S EXECUTIVE DASHBOARD



Stewardship		Wastewater						Engineering	General Business					EHS	River Health		
# People educated at RC		Mean Daily Incoming Flow	Delivery of Reclaimed Water	Customer Service	Sewer Overflow	Permit exceedance	NANO Blend to Reuse (@ 511)	Grease Interceptor Inspections	Cash Available	Revenue (non-assessment)	Operating Expenses	Capital Projects		Employee Safety	Lainhart Dam Daily Flow	Salinity @ NB seagrass beds	River Water Quality
Benchmark / Customer Expectation	# people	million gallons/day	# days demand not met	# blockages with damage in home	# occurrences	# occurrences	Max Specific Conductance (umhos/cm)	% requiring pump out	\$	% of Budget	% of Budget	% within budget	% on time	# of OSHA recordable injuries	Flow (cfs)	‰	Fecal Coliform Bacteria (cfu/100ml)
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
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
2016 Baseline	2,169	6.7	0	0	1	0	1,063	12	33,223,653	96%	90%	100%	85%	0	104	18	1 > 200
2016	May	1,592	6.6	0	0	0	1074	10	\$ 34,108,220	96%	90%	100%	82%	0	25	16.4	0 > 200
	June	3,359	6.3	0	0	0	1076	10	\$ 32,610,630	96%	90%	100%	82%	0	124	23.7	1 > 200
	July	2,743	6.0	3	0	0	1170	3	\$ 32,930,264	96%	90%	100%	75%	0	82	27.0	1 > 200
	Aug	1,877	6.1	0	0	0	1177	10	\$ 33,614,905	96%	89%	100%	75%	0	86	22.5	3 > 200
	Sept	1,163	6.1	0	0	0	1130	14	\$ 31,704,142	96%	90%	100%	75%	0	144	19.3	1 > 200; 2 > 400
	Oct	1,656	6.4	0	0	2	1130	12	\$ 32,240,265	92%	66%	100%	100%	0	150	14.7	0 > 200
	Nov	1,395	6.4	1	0	2	1080	14	\$ 33,915,704	92%	74%	100%	100%	0	24	25.0	0 > 200
	Dec	1,490	6.6	0	0	1	1037	12	\$ 32,385,357	93%	82%	100%	100%	0	24	30.6	1 > 200
2017	Jan	1,671	6.8	1	0	1	1117	8	\$ 32,818,515	93%	84%	100%	100%	0	28	31.0	0 > 200
	Feb	1,639	7.0	0	0	0	1094	13	\$ 33,194,315	93%	84%	100%	92%	0	25	32.3	0 > 200
	Mar	2,120	7.0	0	0	0	1049	9	\$ 31,721,673	94%	87%	100%	86%	1	28	31.3	0 > 200
	Apr	1,771	7.0	2	0	1	1077	18	\$ 30,421,690	94%	89%	100%	79%	0	8	28.4	0 > 200
	May	1,328	6.3	0	0	2	964	8	\$ 31,466,437	95%	89%	100%	79%	0	6	31.5	0 > 200
Consecutive Months at Green	0	96	1	22	0	46	81	1	96	62	3	21	0	2	0	7	8
Metric Owner	O'Neill	Cruz	Dean	Dean	Dean	Cruz	Cruz	Dean	Peterson	Peterson	Peterson	Yerkes	Yerkes	Cruz	Howard	Howard	Howard

Metric
 River Center Attendance
 Sewer Overflow
 Capital Projects
 Lainhart Flow

Explanation

Attendance at the River Center dipped in May, which is attributable to the lack of school trips as the school year wound down. Presently, the River Center is in wide-open summer mode, with multiple camps and programs keeping us very busy.
 A 2" brass pipe on an air release valve failed and led to a minor sewer overflow. District staff repaired the failure and cleaned the area. Also, we had a leak of filtered effluent on the plant site that was treated as a sewer overflow. Deep bed filter construction caused the leak. The leak was found and promptly fixed.
 No change from last month: Loxahatchee River Road wastewater force main and IQ force main replacements are stalled in permitting with the US Army Corps of Engineers. Master Lift Station engineering and Lift Station 114 rehab are both significantly behind schedule.
 For the seventh month in a row Lainhart Dam minimum flow was <35 cfs. Mean daily flow over Lainhart Dam was 19 cfs. Flows are being affected by the regional drought and the ongoing Masten Dam repairs.

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

MEMORANDUM

TO: Governing Board
FROM: D. Albrey Arrington, Executive Director
DATE: June 8, 2017
SUBJECT: Consent Agenda

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

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

- A. Final Assessment-356 & 360 Tequesta Dr. (Resolution 2017-16)
- B. Preliminary Assessment-Hibiscus Ave. (Resolution 2017-18)
- C. Disposal of Fixed Assets – to approve disposal
- D. 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 June 15, 2017 as presented."

Signed,

D. Albrey Arrington
Executive Director

L:/Board/Consent

Stephen B. Rockoff
Board Member

Dr. Matt H. Rostock
Board Member

Harvey M. Silverman
Chairman

Gordon M. Boggie
Board Member

James D. Snyder
Board Member

TIMOTHY W. GASKILL

*Business, Probate
Family Litigation*

DONALD R. SMITH

*Personal Injury & Wrongful Death
Commercial Litigation*

CURTIS L. SHENKMAN

*Board Certified
Real Estate Attorney*

BROOKE A. GROGAN

SMITH, GASKILL & SHENKMAN, P.A.

ATTORNEYS & COUNSELORS AT LAW

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NORTH PALM BEACH, FLORIDA 33408

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

Shenkman@LawPalmBeach.com

June 5, 2017

LEGAL ASSISTANTS

**CIVIL TRIAL, PROBATE
AND FAMILY LAW**

KAREN M. BOYDEN-LOPATOSKY
MINDY VASSER

PERSONAL INJURY

ROBIN B. MODLIN, CP

REAL ESTATE

JUDY D. MONTEIRO
DENISE B. PAOLUCCI

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

Clint Yerkes, Deputy Executive Director

Loxahatchee River Environmental Control District

2500 Jupiter Drive

Jupiter, Florida 33458-8964

Re: Resolution 2017-16 and FINAL Assessment Roll for 356 & 360 Tequesta Drive

Dear Albrey & Clint:

Attached to this letter is Transfer of Property Lien, Resolution 2017-16, Exhibit "A" Final Assessment Roll, Exhibit A Map, and the most recent Exhibit "B" list of property owners, as part of the Resolution.

A SUGGESTED MOTION for the Board at the JUNE 15, 2017 meeting is as follows:

"THAT THE GOVERNING BOARD approve Resolution 2017-16 adopting the 356 & 360 Tequesta Drive FINAL Assessment Roll and Exhibits."

Sincerely,

Curtis L. Shenkman

Curtis L. Shenkman

RESOLUTION NO. 2017-16

A RESOLUTION OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT RELATING TO THE **356 & 360 TEQUESTA DR.** ASSESSMENT AREA IMPROVEMENTS; ADOPTING THE ASSESSMENT ROLL FOR **356 & 360 TEQUESTA DR.** ASSESSMENT AREA IMPROVEMENTS; CONFIRMING SAID SPECIAL ASSESSMENT ROLL AS ATTACHED HERETO AS EXHIBITS “A” AND “B”; PROVIDING FOR ELLIS RULE COMPLIANCE; PROVIDING FOR DECLARING LINE AVAILABLE FOR CONNECTION; PROVIDING THE SPECIAL ASSESSMENTS SHALL BE COLLECTED AS NON-AD VALOREM SPECIAL ASSESSMENTS ON THE REAL ESTATE TAX BILL; AUTHORIZING THE DISTRICT CLERK TO PREPARE AND DELIVER THE NON-AD VALOREM SPECIAL ASSESSMENT ROLL TO THE PALM BEACH COUNTY AND MARTIN COUNTY PROPERTY APPRAISERS, TAX COLLECTORS, AND FLORIDA DEPARTMENT OF REVENUE; PROVIDING FOR CONSISTENCY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Governing Board of the Loxahatchee River Environmental Control District (hereinafter called the “District”) has authorized the sewer improvements constructed in the **356 & 360 TEQUESTA DR.** Assessment Area; and

WHEREAS, The District’s previous Resolutions **2017-14 & 2017-15** were approved by the District’s Governing Board and directed the preparation of the Assessment Roll.

WHEREAS, the Governing Board, on the 15th day of JUNE, 2017 at 6:55 P.M., sat as Board of Adjustment as provided in District Rule 31-11.005, and held the Public Hearings under Florida Statutes Chapter 197.

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

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

Section 2. The Special Assessment is in compliance with the “Ellis Rule” requirement of District Rule 31-10.011, and Resolution Nos. **2017-14 & 2017-15** of the District.

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

RESOLUTION **2017-16**
Loxahatchee River Environmental Control District

Section 4. Availability for Connection and Required Connection.

The waste water and sewerage system was “Available” for connection in accordance with District Rule 31-3.003(3) and Florida Statutes 381.0065(2)(a) when the Florida Department of Health released the system for service on April 4, 2017, which is the date of actual “Availability”. In accordance with Florida Statutes 381.00655, the affected property owners shall be required to connect to the sewerage system within one (1) year of the actual Availability.

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

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

Section 7. This Resolution shall become effective upon its passage and adoption.

PASSED AND ADOPTED BY THE GOVERNING BOARD OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, THIS 15th day of JUNE, 2017.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT:
VOTE

HARVEY M. SILVERMAN, Chairman

STEPHEN B. ROCKOFF

GORDON M. BOGGIE

JAMES D. SNYDER

DR. MATT H. ROSTOCK

EXHIBIT "A"
FINAL ASSESSMENT ROLL
LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
356 & 360 TEQUESTA DRIVE ASSESSMENT AREA

TOTAL COSTS AND EXPENSES RELATED TO THE IMPROVEMENTS. The District shall consider the **total** costs and expenses related to the improvements in the **356 & 360 TEQUESTA DRIVE** Assessment Area shall be **\$7,261.68** per parcel of property in the **356 & 360 TEQUESTA DRIVE** Area.

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

ASSESSMENT BASED ON PARCEL OF PROPERTY. Each Parcel of Property in the **356 & 360 TEQUESTA DRIVE** Assessment Area identified on EXHIBIT "B" shall be currently assessed in the amount of **\$6,535.51**.

PAYMENT OF ASSESSMENT. As to Parcels of **356 & 360 TEQUESTA DRIVE** Assessment Area Property in EXHIBIT "B", the **\$6,535.51** assessment may be paid, interest free, at the office of the District on or before May 1, 2018.

Owners who do not pay the \$6,535.51 assessment on or before May 1, 2018 shall have the \$6,535.51 principal added to the tax roll as a non-ad valorem assessment to accrue interest, beginning October 1, 2017, at six and seven eights percent (6.875%) per annum, to be collected in twenty (20) equal annual installments of \$610.93, commencing with the November 1, 2018 Real Estate Tax Bill.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

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

PREPARED BY AND RETURN TO: WC-53
Curtis L. Shenkman, Esquire
DeSantis, Gaskill, Smith & Shenkman, P.A.
11891 U.S. Highway One, Suite 100
North Palm Beach, Florida 33408

**TRANSFER OF PROPERTY LIEN TO NON-AD
VALOREM TAX BILL & CERTIFICATION OF SPECIAL
ASSESSMENT ROLL FOR 356 & 360 TEQUESTA DR. SPECIAL ASSESSMENTS**

THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, a special district of the State of Florida created and existing pursuant to Chapter 2002-358, Laws of Florida (the "District"), gives public notice that the District's Governing Board as of and effective on the 15th day of June, 2017, passed Resolution 2017-16 which is attached hereto, approving the non-ad valorem tax bill, AND TRANSFERRING THE RECORDED LIEN ON PROPERTIES IDENTIFIED AS BEING PART OF THE **356 & 360 TEQUESTA DR. AREA LISTED IN THE FOLLOWING DOCUMENTS**, as recorded in the Public Records of **PALM BEACH** County, Florida:

1. Pending Lien Notice of Intent to Assess, and Resolution 2017-14, **recorded on MARCH 8, 2017 in Official Record Book 28934, Pages 868 through 874, in the Public Records of PALM BEACH County, Florida.**

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

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

IN WITNESS WHEREOF, the undersigned, Executive Director of the Loxahatchee River Environmental Control District, hereby certifies on June 15, 2017, the information contained herein is true and accurate.

WITNESSES:

LOXAHATCHEE RIVER ENVIRONMENTAL
CONTROL DISTRICT

By: _____

D. Albrey Arrington, Ph.D.
Executive Director

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me on June 15, 2017, by D. Albrey Arrington, Ph.D., EXECUTIVE DIRECTOR of the LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, a special district of the State of Florida, on behalf of the District, who is personally known to me.

(Notary Seal)

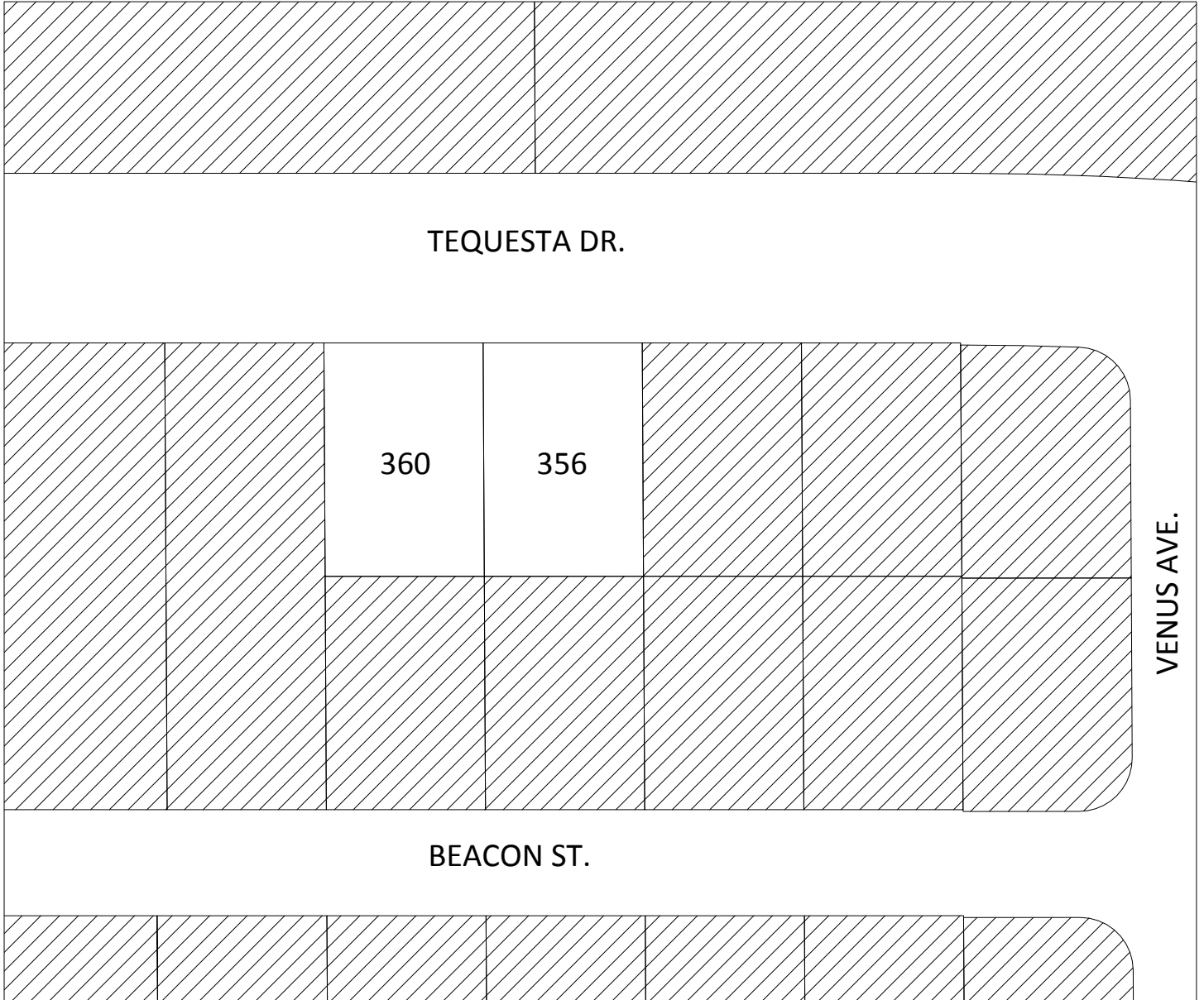
NOTARY PUBLIC, STATE OF FLORIDA

V:\SPECL\Assessmt\Final Asmt Forms & Instructions\Transfer of Property Lien.docx

Mr. Michael Hanrahan
re: 360 Tequesta Dr
1087 Piccadilly St
Palm Bch Grdns FL 33418
60-42-40-25-06-030-0080

L Dion/T Flanley
re: 356 Tequesta Dr
356 Tequesta Dr
Tequesta FL 33469
60-42-40-25-06-030-0090

EXHIBIT "B"
356 & 360 TEQUESTA DRIVE
LOW PRESSURE SEWER SYSTEM
ASSESSMENT AREA



LEGEND

 NOT IN ASSESSMENT AREA

TEQUESTA, FLORIDA

TIMOTHY W. GASKILL

*Business, Probate
Family Litigation*

DONALD R. SMITH

*Personal Injury & Wrongful Death
Commercial Litigation*

CURTIS L. SHENKMAN

*Board Certified Real Estate
Attorney*

BROOKEGROGAN

Attorney

SMITH, GASKILL & SHENKMAN, P.A.

ATTORNEYS & COUNSELORS AT LAW

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June 6, 2017

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PERSONAL INJURY

ROBIN B. MODLIN, CP
HEATHER SHEFLIN

REAL ESTATE

JUDY D. MONTEIRO
DENISE B. PAOLUCCI
SABRINA VALENTIN

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

Clint Yerkes, Deputy Executive Director

Loxahatchee River Environmental Control District

2500 Jupiter Drive

Jupiter, Florida 33458-8964

Re: Resolution 2017-18 and Preliminary Assessment Roll for HIBISCUS AVE.

Dear Albrey & Clint:

Please attach to this letter Resolution 2017-18, Exhibit "A" Preliminary Assessment Roll, Map & most recent Exhibit "B" list of property owners as part of the Resolution.

In the Resolution, Sections 2 and 7, the "Board of Adjustment" public hearing and "Governing Board" meeting to confirm the "final" assessment roll is proposed for JULY 20, 2017 Preparation is necessary of the Notice to be published and mailed out by Friday, JUNE 30, 2017.

A SUGGESTED MOTION for the Board at the JUNE 15, 2017 meeting is as follows:

"THAT THE GOVERNING BOARD approve Resolution 2017-18 adopting the **HIBISCUS AVE** Preliminary Assessment Roll."

Sincerely,

Curtis L. Shenkman

Curtis L. Shenkman

LRECD RESOLUTION NO. 2017-18

A RESOLUTION OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT RELATING TO THE **HIBISCUS AVE.** ASSESSMENT AREA IMPROVEMENTS; ADOPTING THE PRELIMINARY ASSESSMENT ROLL FOR **HIBISCUS AVE.** ASSESSMENT AREA IMPROVEMENTS AS PREPARED BY THE DISTRICT CLERK AND ATTACHED HERETO AS EXHIBITS “A” AND “B”; AUTHORIZING THE DISTRICT GOVERNING BOARD TO ACT AS THE BOARD OF ADJUSTMENT; PROVIDING FOR THE FURNISHING OF TEN DAYS’ WRITTEN NOTICE TO ALL PROPERTY OWNERS AFFECTED; DIRECTING THAT AN AFFIDAVIT OF PUBLICATION BE OBTAINED; REQUIRING THE FILING OF THE PROOF OF PUBLICATION AND OF THE WRITTEN NOTICE; MAKING REFERENCE TO RESOLUTION NO. **2016-14** PROVIDING FOR THE PUBLICATION OF THE NOTICE OF THE MEETING TO CONSIDER CONFIRMATION OF THE PRELIMINARY ASSESSMENT ROLL; DIRECTING THAT AN AFFIDAVIT OF PUBLICATION BE OBTAINED; REQUIRING THE FILING OF THE PROOF OF PUBLICATION; PROVIDING FOR CONSISTENCY; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, the District’s previous Resolution **2016-14** was approved by the District’s Governing Board and directed the preparation of the Assessment Roll.

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

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

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

RESOLUTION 2017-18
OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

Section 2. The District Clerk is directed to publish a Notice stating that the District's Governing Board shall act as the **Board of Adjustment** at a hearing to be held on the **20th day of July, 2017** at the District's Governing Board meeting chambers, Jupiter, Florida. Such Notice shall be published at least ten (10) days in advance of such hearing, once in a newspaper published in Martin County and once in a newspaper published in Palm Beach County. Such Notice shall state that at the hearing, the Governing Board will hear objections of all interested persons to the confirmation of such resolution. Such Notice shall state in brief and general terms a description of the improvements with the location thereof and shall also state that plans, specifications, estimates, and the tentative apportionment of cost thereof are on file in the office of the District. The District Clerk is directed to mail a copy of such Notice to each of the affected property owners at least ten (10) days in advance of the hearing.

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

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

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

Section 6. Resolutions No. **2016-14 and 2017-18** of the District shall be a part of the record to be considered by the Governing Board at the aforescribed hearing when the Governing Board sits as the Board of Adjustment.

Section 7. The District Clerk is directed to publish a Notice stating that at the meeting of the Governing Board to be held on **July 20, 2017** at the District Governing Board meeting chambers, Jupiter, Florida, all interested persons may appear and file written objections to the confirmation of the Final Assessment Roll. Such Notice shall be published at least twelve (12) days in advance of such meeting, once in a newspaper published in Martin County and once in a newspaper published in Palm Beach County. Such Notice shall state the class of the improvement and the location thereof by terminal points and route. Such Notice shall also be mailed to those interested parties requesting such in writing.

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

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

RESOLUTION 2017-18
OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

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

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

PASSED AND ADOPTED BY THE GOVERNING BOARD OF THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, THIS **15th** DAY OF **JUNE, 2017.**

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

VOTE

HARVEY SILVERMAN, Chairman

STEPHEN ROCKOFF

GORDON M. BOGGIE

JAMES D. SNYDER

DR. MATT H. ROSTOCK

Cip/Proj/PrelimAsmt/Resolution

EXHIBIT "A"
PRELIMINARY ASSESSMENT ROLL
LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
HIBISCUS AVE. ASSESSMENT AREA

TOTAL COSTS AND EXPENSES RELATED TO THE IMPROVEMENTS. The District shall consider the **total** costs and expenses related to the improvements in the **HIBISCUS AVE.** Assessment Area shall be **\$17,221.83** per parcel of property in the **HIBISCUS AVE.** Area.

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

15,499.65

PAYMENT OF ASSESSMENT. As to Parcels of **HIBISCUS AVE.** Assessment Area Property in EXHIBIT "B", the **\$15,499.65** assessment may be paid, interest free, at the office of the District on or before May 1, 2018.

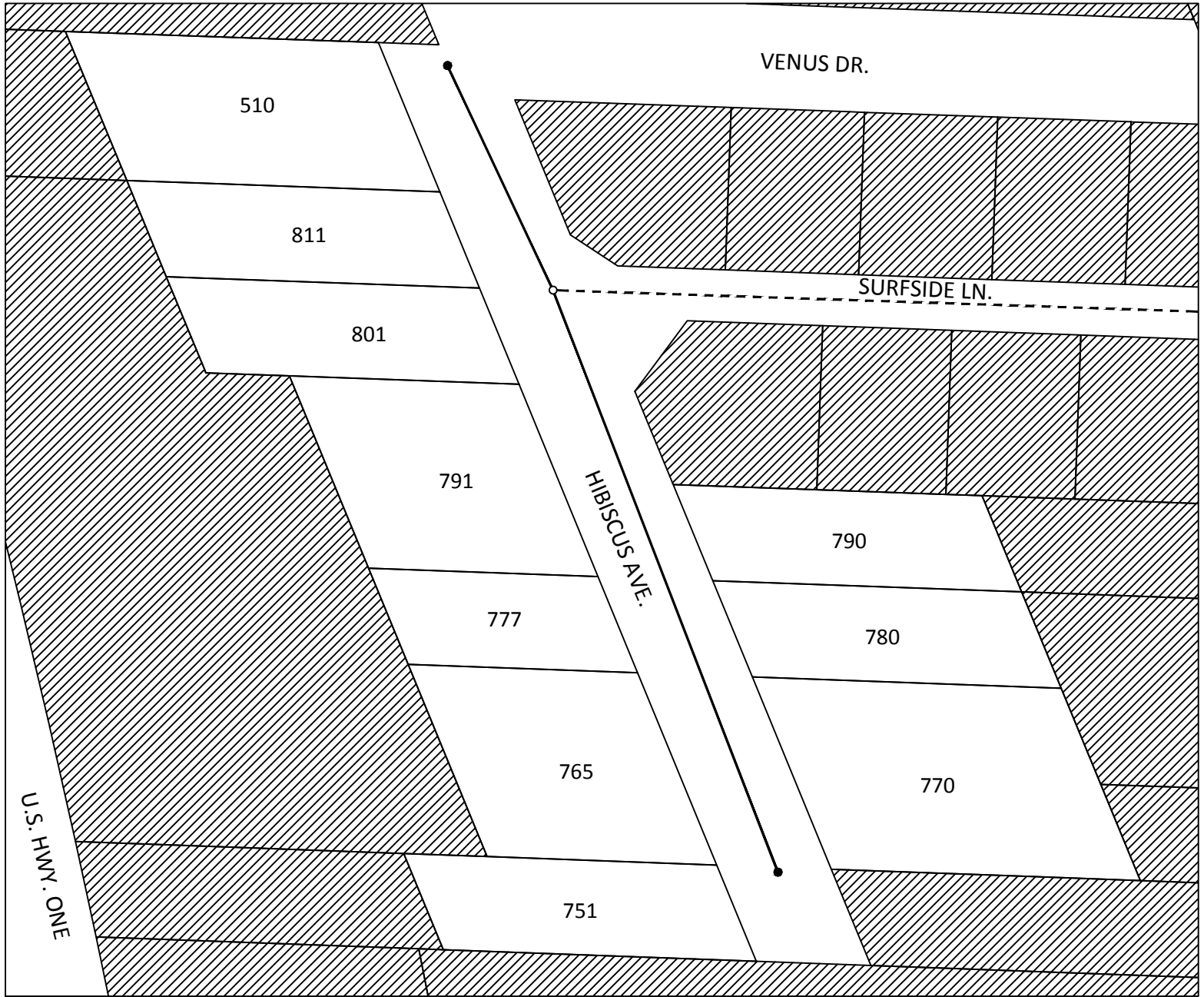
Owners who do not pay the \$15,499.65 assessment on or before May 1, 2018 shall have the \$15,499.65 principal added to the tax roll as a non-ad valorem assessment to accrue interest, beginning October 1, 2017, at six and seven eights percent (6.875%) per annum, to be collected in twenty (20) equal annual installments of \$1,448.87, commencing with the November 1, 2018 Real Estate Tax Bill.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

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

EXHIBIT "B"

HIBISCUS AVENUE GRAVITY SEWER SYSTEM ASSESSMENT AREA



LEGEND

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

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

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, Director of Finance and Administration
Date: June 9, 2017
Subject: Disposal of Fixed Assets

Whenever the District disposes of tangible personal property of a non-consumable nature we are required by Florida Statutes to bring the matter to the attention of the governing body. Therefore, consistent with our procedures, I request your authorization to dispose of the items listed below:

Tag #	F/A #	Description	Date Recorded	Acquired Value	Book Value
2571	ME0407	Trimble GPS - GEO XH 2008	09/30/09	\$ 5,125	
2339	MCE93	Muffle Furnance	09/30/03	3,113	-
2542	ME380-1	Fire Rescue Saw	09/30/07	1,839	-
1820	ME64-1	Pipe Saw	09/30/88	706	-
Total Assets to be Disposed				\$ 10,783	\$ -

These items are no longer of use to the District and will be sold or scrapped.

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 tangible personal property including fixed asset numbers ME407, MCE93, ME380-1, ME64-1. These assets have no book value.”

Change Orders

No Change Orders are presented for Board consideration this month.

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Loxahatchee River District

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2500 Jupiter Park Drive, Jupiter, Florida 33458-8964

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



MEMORANDUM

TO: GOVERNING BOARD
FROM: D. ALBREY ARRINGTON, Ph.D. 
DATE: JUNE 7, 2017
SUBJECT: PROPOSED REVISION OF CHAPTER 31-3 REGULATIONS FOR SEWER SYSTEMS

In reviewing our Chapter 31 Rules, District staff determined Chapter 31-3 Regulations for Sewer Systems needed updating. Staff and legal counsel have worked together to thoroughly update the rule.

Attached you will find a draft of Chapter 31-3 that shows proposed edits using Track Changes. No Board motion is sought this month. Rather, staff is seeking Board input regarding the nature of the proposed revisions. Pending Board discussion, staff will bring a further revised draft for a Public Hearing and Board approval at your July meeting.

The suggested revisions are broadly classified as:

1. Updated the Specific Authority references under each section.
2. Deleted text that is replicated verbatim in other Chapter 31 Rules, for example:
 - a. 31-3.003(4) also occurred in 31-3.006;
 - b. 31-3.016(1) also occurred in 31-10.009(6);
 - c. 31-3.016(2) also occurred in 31-3.009(7);
 - d. 31-3.018 also occurred in 31-10.009(8)
 - e. 31-3.021 'the Ellis Rule' is maintained as a stand-alone rule and within Chapter 31-3. I propose we delete the text from within 31-3 but include a link to the stand-alone version of 31-3.021. At your meeting, the Board can discuss the pros and cons of renumbering 31-3.021 as 31-4.
3. Deleted historical notes about sections deleted nearly 20 years ago in an effort to clean up the rule.
4. In 31-3.002 we improved our definitions by pointing to definitions defined in our Enabling Act and adding a definition for 'Private Sewer'. We then used the defined term of 'private sewer' to replace several general references to building plumbing, building sewer, pipes, and etc. Also, we systematically used 'sewer system' as a more precise term where appropriate, because this term is clearly defined in our Enabling Act.
5. In 31-3.003 and 31-3.004 we replaced language with a verbatim quote taken from our Final Assessment Role Resolution, which stipulates connection to the public sewer system shall be made within one year of the actual availability of the sewer system.
6. In 31-3.004 we clarify that septic systems must be abandoned in accordance with FS 64E-6.011.
7. In 31-3.005 we clarify the import of the District's Construction Standards and Technical Specifications.
8. In 31-3.020 Penalties. I have inserted a place holder requesting Mr. Shenkman conduct legal research on laws governing penalties, and to suggest potential revisions to reestablish reasonable penalties.

Our Chapter 31 Rules are important documents that have the weight of state law within our jurisdiction. Revising these rules is a weighty matter that deserves our fullest attention. Please do not hesitate to contact me if you would like to discuss any of the proposed revisions.

F:\Albrey\Board Memos\2017_June_Chapter-31-3_draft-for-consideration.docx

Gordon M. Boggie
Board Member

Stephen B. Rockoff
Board Member

Harvey M. Silverman
Chairman

Dr. Matt H. Rostock
Board Member

James D. Snyder
Board Member

CHAPTER 31-3

REGULATIONS FOR SEWER SYSTEMS

31-3.001	Purpose	
31-3.002	Definitions	
31-3.003	Use of Public Sewers System Required	
31-3.004	Private Wastewater Disposal	
31-3.005	Building-Private Sewers and Connections	
31-3.006	Connections May Be Made by District	
31-3.007	Malicious Damage	
31-3.008	Unlawful Connection	
31-3.009	Unlawful Construction	
31-3.010	Connecting Old Plumbing	(Repealed)
31-3.011	Sanitary Requirements	(Repealed)
31-3.012	Disposal Requirements	(Repealed)
31-3.013	Septic Tank	(Repealed)
31-3.014	Maintenance of Plumbing System _____	(Repealed)
31-3.015	Payment of Fees and b Bills Required	(Repealed)
31-3.016	Collection of Sewer Charges by Lien _____	(Repealed)
31-3.017	Failure to Maintain Plumbing System Private Sewer	
31-3.018	No Service Free _____	(Repealed)
31-3.019	Separate Connections for Each Separate Unit	(Repealed)
31-3.020	Penalties	(Repealed)
31-3.021	Collection Line Construction and Availability in Established Neighborhoods	

31-3.001 Purpose. The purpose of this rule is to promulgate requirements for connection, to set up maintenance requirements, to prohibit free service and to establish penalties for violation. *Specific Authority Chapter 2002-358, Laws of Florida 71-822, Special Acts of Florida, 1971, as amended, Chapter 75-475, Special Acts of Florida, 1975. Law Implemented Chapter 2002-358, Laws of Florida 71-822, Section 6(8), (9), (11), (13), (19). History-New 11-12-75, Formerly 31-3.01, Amended 6-15-2000, July 20, 2017.*

31-3.002 Definitions. Except as discussed below, the general definitions set forth in the enabling legislation of the District, Chapter 2002-358, Laws of Florida, as amended, and as set forth in Chapter 31, Florida Administrative Code shall apply to this Rule. Unless a provision explicitly states otherwise, the following terms and phrases, as used in this Rule, shall have the meanings hereinafter designated.

(1) "District" shall refer to the Loxahatchee River Environmental Control District.

(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) "Private Sewer" includes any pipe, conduit ditch, or other device used or devised to collect or transport sewage from a source that is not owned by the District. Private Sewer specifically includes plumbing, laterals, gravity mains, manholes, grease interceptor, intercepting sewers, pumping stations, lift stations, valves, force mains, pressure lines, and all associated appurtenances and equipment located on private property or for which the District has not accepted a Bill of Sale.

Specific Authority 120.53(1), Chapter 2002-358, Laws of Florida 71-822, Special Acts of Florida, 1971, as amended. Law Implemented Chapter 2002-358 71-822, Laws of Florida, Sections 6(3), 6(9)(d), 6(10), 6(16), 6(17), 6(19) and 6(23); Section 6(9)(d) as amended by Chapter 76-429; and Section 6(3) and 6(19) as amended by Chapter 78-559. History-New 11-12-75, Formerly 31-3-02, Amended 1-9-85, 6-15-2000, July 20, 2017.

31-3.003 Use of Public Sewer Systems Required.

(1) It shall be unlawful to discharge to any natural outlet within the geographical area of District any wastewater or other polluted waters, except where suitable treatment has been provided in accordance with the provisions of these Rules.

(2) Except as otherwise permissible pursuant to the District's Rules, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the treatment or the disposal of wastewater.

(3) The owner of any houses, buildings, or properties used for human occupancy, business, employment, recreation, or other purpose situated within the geographical area of the District and abutting on any street, alley, or right-of-way in which there is now located or may in the future be located a public sanitary ~~or combined~~ sewer system of the District is hereby required at the owner's expense to install toilet facilities therein, and to connect such facilities directly to the proper public sewer system in accordance with the provisions of these Rules, within one (1) year ~~after date of official notice to do so of the actual availability of the sewer system~~, provided that said public sewer system is declared available and is within one hundred (100) feet (30.5 meters) of the property line.

~~(4) Connections May Be Made by District. If any such owner of any lot or parcel of land within the District shall fail and refuse to connect with and use the facilities of the sewerage system of the District after the same became available as defined herein and notification by the District as provided herein, then the District is hereby authorized to make such connections, entering on or upon any such lot or parcel of land for the purpose of making such connection. The District shall thereupon be entitled to recover the cost of making such connection, together with reasonable penalties and interest and attorney's fees, by suit in any court of competent jurisdiction. In addition and as an alternate means of collecting such costs of making such connections, the District shall have a lien on such lot or parcel of land for such cost, which lien shall be of equal dignity with the lien of state and county and municipal taxes. Such lien may be foreclosed by the District in the same manner provided by the laws of Florida for the foreclosure of mortgages upon real estate.~~

(54) Maintenance of Plumbing System Private Sewer. The owner of the property shall be responsible for maintaining in a proper and operable manner the private sewer pipes leading and connecting from the plumbing system to the District sewer on their property. Maintenance of Private Sewer specifically excludes work on a low pressure sewer system for which the District has agreed to provide maintenance via an executed License for Maintenance of Low Pressure Sewer System Pump Station. If any such owner of any property shall fail and refuse to maintain in a proper and operable manner the private sewer pipes leading and connecting from the plumbing system to the District sewer on their property, then the District is hereby authorized to conduct such maintenance, and enter on or upon any such property for the purpose of conducting such maintenance. The District shall thereupon be entitled to recover the cost of such maintenance, together with reasonable penalties and

interest and attorney's fees, by suit in any court of competent jurisdiction. In addition and as an alternate means of collecting such costs of maintenance, the District shall have a lien on such property for such cost, which lien shall be of equal dignity with the lien of state and county and municipal taxes. Such lien may be foreclosed by the District in the same manner provided by the laws of Florida for the foreclosure of mortgages upon real estate.

Specific Authority Chapter 2002-358, Laws of Florida 71-822, Special Acts of Florida, 1971, as amended. Law Implemented Chapter 2002-358, Laws of Florida 71-822, Sections 2, 5, 6(2), 6(4), 6(10), 6(19), 6(22), (9), (10), (129). History-New 5-5-85, Formerly 31-13.02. Former Rules 31-3.006 moved to 31-13.002(4) & 31-3.014 moved to 31-13.002(5) by 6-15-00 amendment. Amended 6-15-00, Formerly 31-13.002, moved to 31-3.003 by Oct 20, 2011 amendment. Amended 10-20-2011, July 20, 2017.

~~HISTORY NOTE: 31-3.003 Connection with Sewer System. (Repealed)~~

~~Specific Authority Chapter 71-822, Special Acts of Florida, 1971, as amended, Chapter 75-475, Special Acts of Florida, 1975. Law Implemented Chapter 71-822, Section 6(9), (10), (19). History New 11-12-75, Formerly 31-3.03, Repealed 6-15-2000.~~

31-3.004 Private Wastewater Disposal.

(1) Where a public sanitary ~~or combined~~ sewer system is not available under the provisions of Rule 31-3.003(3), the ~~building private~~ sewer shall be connected to a private wastewater disposal system complying with the provisions of District Rules, the District's Construction Standards and Technical Specifications, and the regulations of agencies of applicable jurisdiction for Palm Beach and Martin Counties and the State of Florida.

(2) The type, capacity, location, and layout of private wastewater disposal systems shall comply with all regulations of the agencies of applicable jurisdiction for Palm Beach and Martin Counties and the State of Florida. No septic tank or cesspool shall be permitted to discharge to any natural outlet.

(3) At such time as a public sewer system becomes declared available to a property served by a private wastewater disposal system, a direct connection shall be made to the public sewer system within one (1) year ~~after the date of official notice to do so of the actual availability of the sewer system~~, and any septic tanks, cesspools, and similar private wastewater disposal facilities shall be abandoned in accordance with Florida Statutes 64E-6.011 Abandonment of Systems. cleaned of sludge and filled with suitable material.

(4) The owner shall operate and maintain the private wastewater disposal facilities in a sanitary manner at all times at no expense to the District.

(5) No statement contained in this Chapter shall be construed to circumvent or interfere with any additional requirements that may be imposed by the Florida Department of Environmental Protection or the Health departments of Palm Beach or Martin Counties.

Specific Authority Chapter 2002-358, Laws of Florida 78-559, Section 6(19). Law Implemented Chapter 2002-358, Laws of Florida, 71-822, Sections 6(2), (10) & Section 12 as amended by 78-559. History-New 5-5-85, Formerly 31-13.03. Formerly 31-13.003, moved to 31-3.004 by Oct 20, 2011 amendment. Amended 10-20-2011, July 20, 2017.

~~HISTORY NOTE: 31-3.004 Connection to Sewer Required. (Repealed)~~

~~Specific Authority Chapter 71-822, Special Acts of Florida, 1971, as amended, Chapter 75-475, Special Acts of Florida, 1975. Law Implemented Chapter 71-822, Section 6(9), (10), (19). History New 11-12-75, Formerly 31-3.04, Repealed 6-15-2000.~~

31-3.005 Building-Private Sewers and Connections.

(1) No unauthorized person shall uncover, make any connections with or opening into, use, alter, or disturb any public sewer system or appurtenance thereof without first obtaining a written permit consent/permission from the District/Executive Director.

(2) All costs and expenses incidental to the installation and connection of the building-private sewer to the District's sewer system shall be borne by the owner. The owner shall indemnify the District for any loss or damage to any District system that may directly or indirectly be occasioned by the installation of the building-private sewer.

(3) Existing private sewer infrastructure/Old building sewers may be used in connection with new buildings only when ~~they are~~ found, on examination and test by the Executive Director/District, to meet all requirements of this Rule and the District's Construction Standards and Technical Specifications.

(4) The size, slope, alignment, and materials of construction of a building-private sewer, and the methods to be used in excavating, placing of the pipe, jointing, connecting to the public sewer system, testing, and backfilling the trench shall conform to the requirements of applicable building and plumbing codes, ~~and the~~ rules of the District, and the District's Construction Standards and Technical Specifications. ~~In the absence of code provisions or in amplification thereof, the materials and procedures set forth in appropriate specifications of the latest edition of the ASTM and WPCF Manual of Practice shall apply, incorporated herein by reference.~~

(5) Whenever possible, the building-private sewer shall be brought to the building at an elevation below the ground, or if applicable, basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public sewer system, sanitary sewage carried by such building drain shall be lifted by ~~an~~ District approved means and discharged to the building sewer.

(6) No person shall make connections of roof downspouts, foundation drains, areaway drains, or other sources of surface runoff or groundwater to a building-private sewer ~~or building drain~~ which ~~in turn~~ is connected directly or indirectly to the District's a public sanitary sewer system.

(7) All connections to the public-District's sanitary sewer system shall be made in accordance with the District's Construction Standards and Technical Specifications, watertight, ~~and~~ verified by proper testing, and inspected and approved by the District. Any deviation from the District's Construction Standards and Technical Specifications prescribed procedures and materials must be reviewed and approved in writing by the Executive Director/District before installation.

(8) The applicant seeking to construct a private sewer or connect a private sewer to the District's sanitary sewer system for the building sewer permit shall notify the Executive Director/District when the building-private sewer is ready for inspection and connection to the public sewer system. The connection and testing shall be made under the supervision of the District's representatives.

(9) All excavations for building-private sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways, and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the District which would be reasonable under the circumstances to the satisfaction of the local authority with jurisdiction over the public property.

Specific Authority Chapter 2002-358, Laws of Florida 78-559, Section 6(19). Law Implemented Chapter 2002-358, Laws of Florida 71-822, Sections 6(2), (10); Section 12 as amended by 78-559. History-New 5-5-85, Formerly 31-13.04. Formerly 31-13.004, moved to 31-3.005 by Oct 20, 2011 amendment. Amended 10-20-2011, July 20, 2017.

HISTORY NOTE: 31-3.005 Exceptions to Connections. (Repealed)

~~Specific Authority Chapter 71-822, Special Acts of Florida, 1971, as amended, Chapter 75-475, Special Acts of Florida, 1975. Law Implemented Chapter 71-822, Section 6(19). History New 11-12-75, Formerly 31-3.05, Repealed 6-15-2000.~~

31-3.006 Connection May Be Made by District. If any such owner of any lot or parcel of land within the District shall fail and refuse to connect with and use the facilities of the District's sewerage system ~~of the District~~ after the same became available as defined herein and notification by the District as provided herein, then the District is hereby authorized to make such connections, entering on or upon any such lot or parcel of land for the purpose of making such connection. The District shall thereupon be entitled to recover the cost of making such connection, together with reasonable penalties and interest and attorney's fees, by suit in any court of competent jurisdiction. In addition and as an alternate means of collecting such costs of making such connections, the District shall have a lien on such lot or parcel of land for such cost, which lien shall be of equal dignity with the lien of state and county and municipal taxes. Such lien may be foreclosed by the District in the same manner provided by the laws of Florida for the foreclosure of mortgages upon real estate.

~~Specific Authority Chapter 2002-358, Laws of Florida 71-822, Special Acts of Florida, 1971, as amended, Chapter 75-475, Special Acts of Florida, 1975. Law Implemented Chapter 2002-358, Laws of Florida 71-822, Section 5, 6(4), 6(9), 6(10), 6(17), 6(19), 6(22), and 9. History-New 11-12-75, Amended July 20, 2017 Formerly 31-3.06.~~

31-3.007 Malicious Damage. No person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any structure, appurtenance or equipment which is a part of the wastewater facilities. Any person violating this provision shall be subject to any civil or criminal penalties available pursuant to law.

~~Specific Authority Chapter 2002-358, Laws of Florida 78-559, Section 6(19). Law Implemented Chapter 2002-358, Laws of Florida 71-822, Sections 2, 6(2), 6(13); Section and 6(19) as amended by Chapter 78-559. History-New 5-5-85, Formerly 31-13.06. Formerly 31-13.006, moved to 31-3.007 by Oct 20, 2011 amendment. Amended 10-20-2011.~~

~~HISTORY NOTE: 31-3.007 Rates. (Repealed)~~

~~Specific Authority Chapter 71-822, Special Acts of Florida, 1971, as amended, Chapter 75-475, Special Acts of Florida, 1975. Law Implemented Chapter 71-822, Section 6(3), (6), (8), (9). History New 11-12-75, formerly 31-3.07, Repealed 6-15-2000.~~

31-3.008 Unlawful Connection. No person, persons, firm, corporation, agency, or organization shall be allowed to connect into any sewer line system owned by the District without the written consent of the District and then the connection with such line system shall be made only under the direction and supervision of the District, or its authorized agent. Any person, persons, firm, corporation, agency, or organization who shall make any connection without such consent of the District shall be subject to all rates, fees and charges as provided for in Chapter 31-10, and, upon conviction, be subject to the penalties hereinafter provided.

~~Specific Authority Chapter 2002-358, Laws of Florida 71-822, Special Acts of Florida, 1971, as amended, Chapter 75-475, Special Acts of Florida, 1975. Law Implemented Chapter 2002-358, Laws of Florida, 71-822, Section 6(8), (13), 9(19). History-New 11-12-75, Formerly 31-3.08. Amended July 20, 2017.~~

31-3.009 Unlawful Construction. No person, persons, firm, corporation, agency or organization shall build or remodel or cause to be built or remodeled any structure used for human habitation or occupancy within the District unless it is provided with sewage connection and disposal facilities, approved by the District.

Specific Authority Chapter 2002-358, Laws of Florida 71-822, Special Acts of Florida, 1971, as amended, Chapter 75-475, Special Acts of Florida, 1975. Law Implemented Chapter 2002-358, Laws of Florida 71-822, Section 6(6), (8), (10), (19). History-New 11-12-75, Formerly 31-3.09.

31-3.010 Connecting Old Plumbing. (Repealed)

Specific Authority Chapter 71-822, Special Acts of Florida, 1971, as amended, Chapter 75-475, Special Acts of Florida, 1975. Law Implemented Chapter 71-822, Section 6(6), (8), (13), (19). History-New 11-12-75, Formerly 31-3.10, Repealed 6-15-2000.

31-3.011 Sanitary Requirements. (Repealed)

Specific Authority Chapter 71-822, Special Acts of Florida, 1971, as amended, Chapter 75-475, Special Acts of Florida, 1975. Law Implemented Chapter 71-822, Section 6(10), (19). History-new 11-12-75, Formerly 31-3.11, Repealed 6-15-2000.

31-3.012 Disposal Requirements. (Repealed)

Specific Authority Chapter 71-822, Special Acts of Florida, 1971, as amended, Chapter 75-475, Special Acts of Florida, 1975. Law Implemented Chapter 71-822, Section 6(10), (19). History-New 11-12-75, Formerly 31-3.12, Repealed 6-15-2000.

31-3.013 Septic Tank. (Repealed)

Specific Authority Chapter 71-822, Special Acts of Florida, 1971, as amended, Chapter 75-475, Special Acts of Florida, 1975. Law Implemented Chapter 71-822, Section 6(10). History-New 11-12-75, Formerly 31-3.13, Repealed 6-15-2000.

31-3.014 Maintenance of Plumbing System. (Repealed)

Specific Authority Chapter 71-822, Special Acts of Florida, 1971, as amended. Chapter 75-475, Special Acts of Florida, 1975. Law Implemented Chapter 71-822, Section 6(19). History-New 11-12-75, Formerly 31-3.14.

31-3.015 Payment of Fees and Bills Required. (Repealed)

Specific Authority Chapter 71-822, Special Acts of Florida, 1971, as amended, Chapter 75-475, Special Acts of Florida, 1975. Law Implemented Chapter 71-822, Section 6(9) and Section 8. History-new 11-12-75, formerly 31-3.15, Repealed 6-15-2000.

31-3.016 Collection of Sewer Charges by Lien. (Deleted-Replicated in Rule 31-009(6) & (7))

~~(1) When the fees, rates, or charges for the services and facilities of any District system are not paid when due and are in default for thirty (30) days or more, following written notice to such delinquent customer, the District may discontinue and shut off the supply of the services and facilities of said system, to the person, firms, corporation or other body, public or private, so supplied with such services or facilities, until such fees, rates or charges, including legal interest, penalties and charges for~~

the shutting off and discontinuance or the restoration of such services or facilities are fully paid. 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 reasonable attorneys' fees, costs and other expenses, may be recovered by the Board in a court of competent jurisdiction.

(2) 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, or such which 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 reasonable interest and attorneys' fees and other court costs.

Specific Authority Chapter 71-822, Special Acts of Florida, 1971, as amended, Chapter 75-475, Special Acts of Florida, 1975. Law Implemented Chapter 71-822, Section 6(9), (19) and Section 8. History-new 11-12-75, Formerly 31-3.16, Amended 9-7-76, 3-19-92.

31-3.017 Failure to Maintain Plumbing System Private Sewer. Failure to ~~keep themaintain sewer pipebuilding a private sewers, i.e., the pipe leading from the plumbing system to the District sewer, maintained~~ in a proper working manner will give the District the right to cut off the water and/or sewer connection, which shall not be reconnected until the sewer pipe building private sewer is maintained properly. ~~Plumbing systems, service connections, street laterals, manholes, pumping stations, force mains, treatment plantsPrivate sewers,~~ and other appurtenances not owned by the District and discharging into the District sewerage system shall, if defective, be repaired, and all such facilities shall be operated and maintained so as to prevent the discharge of wastewater that violates General Sewer Use Requirements as specified in Chapter 31-13 containing in excess of 250 p.p.m. of chlorides into the District system is hereby prohibited.

Specific Authority Chapter ~~2002-358, Laws of Florida~~ 71-822, ~~Special Acts of Florida, 1971, as amended, Chapter 75-475, Special Acts of Florida, 1971.~~ Law Implemented Chapter ~~2002-358, Laws of Florida~~ 71-822, Section 6(14), (19). History-New 11-12-75, ~~Formerly 31-3.17; Amended July 20, 2017.~~

31-3.018 No Service Free. ~~(Deleted-Replicated in Rule 31-10.009(8))~~ 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.

Specific Authority Chapter 71-822, Special Acts of Florida 1971, as amended, Chapter 75-475, Special Acts of Florida, 1975. Law Implemented Chapter 71-822, Section 6(9), (19). History New 11-12-75, Formerly 31-3.18, Amended 6-15-2000.

31-3.019 Separate Connections for Each Separate Unit. (Repealed)

~~Specific Authority Chapter 71-822, Special Acts of Florida, 1971, as amended, Chapter 75-475, Special Acts of Florida, 1975. Law Implemented Chapter 71-822, Section 6(9), (19). History new 11-12-75, Formerly 31-3.19, Repealed 6-15-2000.~~

31-3.020 Penalties. (Repealed)

[Place Holder – I have asked Mr. Shenkman to conduct legal research on laws governing penalties, and suggest potential revisions to this section that would reestablish ‘reasonable penalties’ for those found to violate District rules.]

Specific Authority Chapter 2002-358, Laws of Florida 71-822, Special Acts of Florida, 1971, as amended, Chapter 75-475, Special Acts of Florida, 1975. Law Implemented Chapter 2002-358, Laws of Florida 71-822, Section 6(9), (19). History-New July 20, 2017 11-12-75, Formerly 31-3.20, Repealed 9-7-76.

31-3.021 Collection Line Construction and Availability in Established Neighborhoods.

See <https://loxahatcheeriver.org/wp-content/uploads/2016/06/Chapt31-3.021-Ellis-Rule.pdf>

~~The Loxahatchee River Environmental Control District shall not construct, nor declare available, sewerage collection lines and related appurtenances comprising a localized District sewer system in Established Residential Neighborhoods until such time that the District finds any of the following:~~

- ~~(1) 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 and declaration of availability of said system; or~~
- ~~(2) that a health hazard or emergency situation exists which would justify the construction of and declaring available said localized system; or~~
- ~~(3) that the water environment is degraded below background or ambient conditions, as defined by prior and representative analyses, to an extent that would justify the construction of and declaring available said localized system.~~

Cross Reference: See 31-3.002(2) for definition of Established Residential Neighborhoods.

Specific Authority 120.53(1), Chapter 71-822, Special Acts of Florida, 1971, as amended. Law Implemented Chapter 71-822, Section 6(10), 6(16), 6(17) and 6(23); Section 6(9)(d) as amended by Chapter 76-429; and Section 6(3) and 6(19) as amended by Chapter 78-559. History New 1-9-85, Formerly 31-3.21, Amended 2-2-94.

Annotation: Village of Tequesta v. Loxahatchee River Environmental Control District, Case No. 97-436AD, 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).

Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458

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



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

MEMORANDUM

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

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

DATE: June 6, 2017

SUBJECT: INTERLOCAL AGREEMENT– School District of Palm Beach County
Jupiter Farms Elementary Force Main

As you may recall, this project is intended to convert the Jupiter Farms Elementary School from a “package” wastewater plant, to connection to the Loxahatchee River District Regional Sewer System. This has been in the works for quite some time in the hopes of obtaining Grant money to assist with the cost, and in recognition of the failure to meet current Health Department standards. Although grant funds have not materialized for this project, the School District did receive approval of a portion of the \$0.01 sales tax increase. This project was included in the list of projects that would be performed with sales tax funds.

Over the past several months District staff has worked with Palm Beach County Health Department and the School District of Palm Beach County to provide service to the Jupiter Farms Elementary School and eliminate the “package plant” currently on the site. This work has culminated in the preparation of an Interlocal Agreement for the District to administer and the School District to pay their share of the Subregional Line Charge, the construction of a sewer force main, and upgrade of the lift station at Jupiter Farms Elementary School.

I have attached the Agenda package that was prepared by School District staff and legal counsel recommending approval, along with a copy of the document as it has been reviewed and approved by District and School District staff and legal counsels.

The following motion is suggested for Board approval of this item:

“THAT THE DISTRICT GOVERNING BOARD approve the Interlocal Agreement with the School Board of Palm Beach County for Regional Wastewater Service to Jupiter Farms Elementary School.”

V://specl/interlocal agmnts/school dist PBC/Board Mmo 6-8-17

Stephen B. Rockoff
Board Member

Dr. Matt H. Rostock
Board Member

Harvey M. Silverman
Chairman

Gordon M. Boggie
Board Member

James D. Snyder
Board Member

**INTERLOCAL AGREEMENT
BETWEEN
THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
AND
THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA
FOR
REGIONAL WASTEWATER SERVICE TO
JUPITER FARMS ELEMENTARY SCHOOL**

THIS INTERLOCAL AGREEMENT, hereinafter referred to as the AGREEMENT, made and entered into this _____ day of _____, 2017, by and between the LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, hereinafter referred to as “LRECD”, and the SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, hereinafter referred to as the “SCHOOL DISTRICT.”

WITNESSETH:

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

WHEREAS, LRECD is the designated regional provider of wastewater, collection and treatment for the Jupiter Farms area; and

WHEREAS, the SCHOOL DISTRICT is desirous of decommissioning the on-site package wastewater treatment facility located at Jupiter Farms Elementary School (JFE); and

WHEREAS, the Palm Beach County Health Department has strongly encouraged the SCHOOL DISTRICT to connect JFE to the Loxahatchee River Environmental Control District Regional Wastewater Treatment Facility; and

WHEREAS, LRECD has included the provision of sanitary sewer service to JFE in its long term plan, including sizing existing wastewater infrastructure to accommodate wastewater flows from JFE; and

WHEREAS, LRECD has determined that a 4 inch diameter force main from JFE will be necessary to accommodate the wastewater flows from students, staff, normal school activities and the School District water plant’s reverse osmosis reject water; and

WHEREAS, the School Board authorizes the Board Chair and Superintendent to execute a temporary construction easement and a permanent easement to LRECD for the installation and continuous maintenance of wastewater infrastructure on the School’s property upon the finalization of the legal descriptions for each easement and mutual agreement between LRECD and the SCHOOL DISTRICT’s General Counsel on the form of the easements; and

WHEREAS, it is understood that Palm Beach County rights of way currently exist where the force main can be installed;

NOW, THEREFORE, obligations of LRECD shall be:

1. Upon execution of this Agreement by both parties, LRECD shall administer the design, permitting, construction, and start-up of the infrastructure and appurtenances necessary to connect JFE to the LRECD Regional Wastewater Treatment Facility (hereinafter referred to as the "Project"). The solicitation of contracts to complete the Project shall be conducted by LRECD using LRECD's solicitation policies and procedures. LRECD shall use diligent efforts to complete the Project in a timely and efficient manner.
2. LRECD agrees to provide LRECD staff time for the administration of the Project at no charge to the SCHOOL DISTRICT (i.e., the SCHOOL DISTRICT will not be billed for LRECD staff time expended on this Project).
3. LRECD agrees that when the force main is designed and constructed it will not include services or points of connection for residential properties. Therefore, the LRECD as owner and operator of the force main will not declare the wastewater force main "available" for residential properties for a period of not less than 10 years from the date of completion of the Project.
4. The construction of the Project by the LRECD or its agents shall be coordinated with the SCHOOL DISTRICT's Chief of Facilities providing a minimum of thirty (30) days prior written notice. The LRECD or its agents shall ensure that the portion of the JFE that the Project will be constructed on is safe and secured at all times that work is being performed and that such work is conducted in such a way as to avoid the risk of personal injury to the students, visitors, faculty and staff of the SCHOOL DISTRICT. The LRECD or its agents shall make reasonable efforts to schedule the construction of the Project during a time or times when JFE is out of session so as to avoid a disruption of activities at JFE. To the extent that any work is undertaken while JFE is in session, the LRECD or its agents shall ensure that, during and as a result of construction of the Project, the JFE's existing driveways, traffic stacking areas, bus loops and parking lots, shall remain open and passable at all times by JFE's pedestrians and vehicles, including school buses.
5. The Project scope shall include:
 - a. Extension of 4" diameter wastewater force main from JFE wastewater pumping station to the existing 6" diameter wastewater force main located approximately at the intersection of Rocky Pines Rd and Indiantown Rd. This force main shall be installed in Palm Beach County right-of-way along Indiantown Rd, Alexander Run, 174th Court, and onto JFE property.
 - b. Rehabilitation, upgrade, or replacement of existing JFE wastewater pumping station. LRECD consulting engineers shall inspect the existing JFE wastewater

pumping station and evaluate condition and ability to utilize all or portions of the existing facility, and determine design conditions for the pumping station to meet proposed conditions utilizing the new force main. During pumping station rehabilitation, LRECD shall install and operate temporary pumps and piping as necessary to maintain a functioning wastewater transmission system.

- c. Decommission existing JFE on-site package wastewater treatment facility.
6. LRECD shall invoice the SCHOOL DISTRICT for subregional line charges in the amount of \$84,335.38 connection fee (49.6 equivalent connections at \$1,700.31 per equivalent connection) within 10 days of the Effective Date of this agreement.
7. LRECD shall waive regional sewer connection charges for JFE in the amount of \$140,763.81 (49.6 equivalent connections at \$2,837.98 per equivalent connection).
8. LRECD agrees to submit engineering and construction contracts to the SCHOOL DISTRICT for review and approval. Any Change Orders once contracts are executed will be provided to the SCHOOL DISTRICT for review and approval. The SCHOOL DISTRICT will use reasonable efforts to provide written approval of, or suggested revisions to, these proposed contracts within thirty (30) days of receipt of all required documents. Approval shall not be unreasonably denied.
9. The Project will be administered by the LRECD. Only those engineering, surveying, geotechnical, utility locating, legal, permitting, and utility relocation services and construction costs incurred by LRECD relating to the Project are eligible for reimbursement by the SCHOOL DISTRICT pursuant to the terms and conditions hereof. In the event the LRECD ceases or suspends the Project for any reason, the SCHOOL DISTRICT will reimburse the LRECD for the engineering, surveying, geotechnical, utility locating, legal, permitting, and utility relocation services and construction work completed for the Project; provided, LRECD shall cease or suspend the Project only in the event of an act of God or some other unforeseen or catastrophic event.
10. The LRECD will invoice the SCHOOL DISTRICT on a monthly basis throughout the Project. Said invoices shall identify Project work completed and total expenditure for the Project to date. LRECD shall supply documentation such as copies of paid receipts, canceled checks, and invoices deemed necessary by the SCHOOL DISTRICT within fourteen (14) calendar days of request by the SCHOOL DISTRICT. The total cost reimbursable to LRECD for the project shall not exceed \$1,043,000. Should the cost exceed this amount, School Board approval of additional funds will be required.
11. LRECD shall connect JFE wastewater pumping station and 4" diameter force main to the regional wastewater transmission system within 10 days of the systems being deemed available by the Palm Beach County Health Department.
12. LRECD agrees to own, operate and maintain the rehabilitated JFE wastewater pumping station and off-site force main upon acceptance by Florida Department of Environmental

Protection and receipt of a Bill of Sale from the SCHOOL DISTRICT.

NOW, THEREFORE, obligations of SCHOOL DISTRICT shall be:

13. The SCHOOL DISTRICT shall pay LRECD subregional line charges in the amount of \$84,335.38 (49.6 equivalent connections at \$1,700.31 per equivalent connection) within 60 days of the Effective Date of this Agreement.
14. SCHOOL DISTRICT agrees that the 4" wastewater force main shall be constructed in the Palm Beach County right-of-way along Indiantown Rd, Alexander Run, 174th Court, and onto JFE property; however, if the SCHOOL DISTRICT obtains the necessary easements, rights of way, etc. so that the wastewater force main may be constructed along an alternate, more cost effective route (i.e.: Haynie Lane), the SCHOOL DISTRICT shall immediately notify LRECD of the design change, and the SCHOOL DISTRICT shall pay any costs incurred by the LRECD in pursuing the Alexander Run route in addition to the alternate route.
15. The SCHOOL DISTRICT agrees to reimburse LRECD for invoiced Project costs. SCHOOL DISTRICT will use reasonable efforts to reimburse invoiced costs to LRECD within thirty (30) days of receipt of all required documents.
16. The SCHOOL BOARD authorizes the Board Chair and Superintendent to execute a temporary construction easement and a permanent easement to LRECD for the installation and continuous maintenance of wastewater infrastructure on the School's property upon the finalization of the legal descriptions for each easement and mutual agreement between LRECD and the SCHOOL DISTRICT's General Counsel on the form of the easements.
17. SCHOOL DISTRICT shall grant a temporary construction easement, over the School property at the time of construction. Said easement shall allow LRECD staff, consultants, and contractors access to the JFE grounds affected by or immediately proximal to existing or proposed wastewater infrastructure. This temporary construction easement shall be for a duration of two (2) years from the date of acceptance by LRECD or until the project is complete, whichever is earlier. Other than the subject easement, SCHOOL DISTRICT does not convey or transfer any other interest in real property to LRECD.
18. SCHOOL DISTRICT shall grant a permanent easement, over the School property for the sewer line and all of LRECD owned assets on JFE property with the intent to facilitate long-term operation and maintenance of LRECD owned wastewater infrastructure. This permanent construction easement shall run in perpetuity from the date of acceptance by LRECD. Other than the subject easement, SCHOOL DISTRICT does not convey or transfer any other interest in real property to LRECD.
19. SCHOOL DISTRICT agrees to provide a Bill of Sale to LRECD for the wastewater facilities at the same time the full and final payment is made to the LRECD.

20. SCHOOL DISTRICT agrees to pay quarterly sewer fees in accordance with LRECD Rule 31-10 and Florida Administrative Code Rule: 31-10 at the then prevailing rate, based upon 49.6 equivalent connections or based upon actual monthly water meter readings for: (1) potable water produced and used in such a manner that it enters the sewer system (i.e., not water used for landscape irrigation), and (2) reverse osmosis concentrate water discharged to the sewer.

SHARED OBLIGATIONS: The SCHOOL DISTRICT and LRECD do hereby agree to the following shared duties and obligations:

21. LRECD and SCHOOL DISTRICT represent that they have or will have adequate funds to pay for projected obligations associated with the Project.
22. Prior to award of the construction contract the SCHOOL DISTRICT shall be provided opportunity to review bids and the recommended award.
23. **TERM:** The Term of this Agreement for the construction and connection of the School to LRECD system is for two (2) years from the Effective Date. The Agreement shall be extended automatically for successive two (2) year extensions, unless either party notifies the other in writing not later than 90 days before the end of the term that said party does not agree to an extension. The SCHOOL DISTRICT shall be responsible for any engineering or construction costs incurred by the LRECD up to and including the date of notification to either the engineers or construction contractor due to the inability to complete the Project as a result of a default or breach by the SCHOOL DISTRICT. Engineering and Construction contracts will require billing on a monthly basis.
24. **EFFECTIVE DATE:** This AGREEMENT shall become effective upon its execution by the SCHOOL DISTRICT and LRECD.
25. **SCHOOL DISTRICT INDEMNIFICATION:** The SCHOOL DISTRICT acknowledges the waiver of sovereign immunity for liability in tort contained in Section 768.28, Florida Statutes, and acknowledges that such statute permits actions at law to recover damages in tort for monetary damages up to the limits set forth in such statute for death, personal injury or damage caused by the negligent or wrongful acts or omissions of a SCHOOL DISTRICT employee acting within the scope of the employee's office or employment. The SCHOOL DISTRICT agrees to be responsible for all such claims and damages, to the extent and limits provided in Section 768.28, Florida Statutes, arising from the actions of their respective employees. Each party acknowledges and it is expressly understood that the foregoing shall not constitute: (i) an agreement by the SCHOOL DISTRICT to indemnify the LRECD; (ii) a waiver of sovereign immunity by the SCHOOL DISTRICT; (iii) a waiver of any right or defense that the SCHOOL DISTRICT has under Section 768.28, Florida Statute, or any other statute; nor (iv) as consent to be sued by third parties.
26. **LRECD INDEMNIFICATION:** The LRECD acknowledges that waiver of sovereign immunity for liability in tort contained in Section 768.28 Florida Statutes and acknowledges that such statute permits actions at law to recover damages in tort for

monetary damages up to the limits set forth in such statute for death, personal injury, or damage caused by the negligent or wrongful acts or omissions of a LRECD employee acting within the scope of the employee's office or employment. The LRECD agrees to be responsible for all such claims and damages, to the extent and limits provided in Section 768.28, Florida Statutes, arising from the actions of their respective employees. Each party acknowledges and it is expressly understood that the foregoing shall not constitute; (i) an agreement by the LRECD to indemnify the SCHOOL DISTRICT; (ii) a waiver of sovereign immunity by the LRECD; (iii) a waiver of any right or defense that the LRECD has under Section 768.28, Florida Statute, or any other statute; nor (iv) as consent to be sued by third parties.

27. **LRECD's CONTRACTOR'S INDEMNIFICATION:** LRECD shall include the following provisions in the contracts between LRECD and its contractors that will provide work on the Project or materials for the Project:

27.1 Contractors and Contractors' subcontractors ("Contractors") conducting any work associated with the Project or providing materials for the Project shall, in addition to any other obligation to indemnify LRECD, indemnify The School Board of Palm Beach County, Florida and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School Board of Palm Beach County, Florida, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged;

- a. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged negligent act or omission of Contractors, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or
- b. violation of law, statute, ordinance, governmental administration order, rule or regulation by Contractors in the performance of work on the Project; or
- c. liens, claims, or actions made by the Contractors or other party performing work on the Project or providing materials for the Project.
- d. claims by third parties (including, but not limited to, Contractors' employees) based upon an alleged breach by Contractors of any agreement with such third party (e.g., an employment agreement or licensing agreement).

27.2 The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the Contractor of any subcontractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.

27.3 The Contractors recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant for good and valuable consideration provided by the School Board of Palm Beach County, Florida in support of this indemnification in accordance with the laws of the State of Florida. This article will survive the termination of this AGREEMENT.

27.4 In the event of loss, damage or injury to the Contractors and/or the Contractors property, the Contractors shall look solely to any insurance in its favor without making any claim against the School Board of Palm Beach County. The Contractors hereby waives any right of subrogation against the School Board of Palm Beach County, for loss, damage or injury within the scope of the Contractor's insurance, and on behalf of itself and its insurer, waives all such claims against the School Board of Palm Beach County.

28. **INSURANCE REQUIREMENT FOR LRECD's CONTRACTORS:** LRECD shall require its contractors and subcontractors conducting any work associated with the Project to provide insurance as set forth below and provide Certificates of Insurance for the required coverage at least fifteen (15) days prior to commencing any work on SCHOOL DISTRICT-owned property. The actual insurance policy must be included with the Certificate of Insurance.

a. **WORKERS' COMPENSATION:** Contractors must comply with Section 440, Florida Statutes, Workers' Compensation and Employees' Liability Insurance with minimum statutory limits or elective exemptions as defined in Florida Statute 440 will be considered on a case by case basis.

Required Endorsements:

○ Waiver of Subrogation – WC 0003 13 or its equivalent

b. **COMMERCIAL GENERAL LIABILITY:** Contractors shall procure and maintain, for the life of the contract, Commercial General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of the contract. It must be an occurrence form policy. **THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR COMMERCIAL GENERAL LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.

Required Endorsements:

- Additional Insured – CG 20 26 or CG 20 10 and CG 20 37 or their equivalents.

Note: CG 20 10 or CG 2026 must be accompanied by CG 20 37 to include products/completed operations.

- Waiver of Transfer Rights of Recovery – CG 24 04 or its equivalent.
- Primary and noncontributory – CG 2001 or its equivalent.

Note: If blanket endorsements are being submitted, please include the entire endorsement and applicable policy number.

- c. **BUSINESS AUTOMOBILE LIABILITY:** Contractors shall procure and maintain, for the life of the contract, Business Automobile Liability Insurance. **THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR BUSINESS AUTOMOBILE LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" form policy. The insurance must be an occurrence form policy.

- 29. **NOTICES:** Any and all written notices required or permitted to be given hereunder shall be deemed received upon hand delivery, courier delivery or three (3) days after facsimile transmission if same are deposited in the U.S. Mail and sent via Certified Mail, Return Receipt Requested.

All Notices to the SCHOOL DISTRICT shall be sent to:

School Board of Palm Beach County
Attn: Chief of Facilities Management
Street Address: 3300 Summit Blvd.
West Palm Beach, Florida 33406
Phone: (561) 687-7185
Fax: (561) 242-4100

With copy to:
General Counsel
School Board of Palm Beach County
3300 Forest Hill Blvd., Suite C-323
West Palm Beach, FL 33406

All Notices to the LRECD shall be sent to:

D. Albrey Arrington, Ph.D., Executive Director
Loxahatchee River Environmental Control District
2500 Jupiter Park Drive

Jupiter, Florida 33458
Phone: 561-747-5700 ext. 104
Fax: 561-747-9929

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

30. **VENUE and ELECTION of REMEDIES:** This AGREEMENT shall be construed by and governed by the laws of the State of Florida. Venue for any and all legal actions necessary to enforce this AGREEMENT shall be held in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy given hereunder or now or hereinafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power or remedy hereunder shall preclude any other or further exercise thereof.
31. **DISCRIMINATION:** LRECD and SCHOOL DISTRICT agree that no person shall on the grounds of race, color, sex, national origin, disability, religion, marital status or sexual orientation, gender, gender identify or expression be excluded from the benefits of or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.
32. **DISPUTE RESOLUTION:** As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both parties. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement. This remedy is supplemental to any other remedies available at law.
33. **ATTORNEY'S FEES AND COSTS:** 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 the Agreement.
34. **SEVERABILITY:** In the event that any section, paragraph, sentence, clause or provision thereof is held invalid 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 unless the invalid finding is as to payment or construction obligations of a party in which event the Agreement shall be thereupon terminated.
35. **ENTIRE UNDERSTANDING:** This AGREEMENT constitutes the entire contract between the parties hereto and supersedes all prior understandings if any. There are no other oral or written promises, conditions, representations, understandings or term of any kind as conditions of inducement to the execution hereof, and none have been relied upon

by either party. Any subsequent conditions, representations, warranties or agreement shall not be valid and binding upon the parties unless they are in writing and signed by both parties and executed in the same manner of the AGREEMENT.

36. **HEADINGS:** The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise effect in any way the meaning or interpretation of this Agreement
37. **COUNTERPARTS:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
38. **CONSTRUCTION:** The parties acknowledge that each has shared equally in the drafting and construction of this Agreement and, accordingly, no Court construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.
39. **CLERK OF THE COURT:** A copy of this Agreement shall be filed with the Clerk of Court in and for Palm Beach County, Florida.
40. **AMENDMENT:** This Agreement may be amended or modified only by written addendum or amendment signed by the parties and authorized by their respective authorized officials.
41. **DEFAULT AND REMEDIES:** 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. In the event the defaulting party fails to cure the default within the thirty (30) day cure period, the non-defaulting party shall be entitled to seek any remedy available to it at law or equity, subject to the "DISPUTE RESOLUTION" clause above in this Agreement, including, but not limited to, the right to terminate this Agreement and seek damages, if any.
42. **INSPECTOR GENERAL:** The LRECD agrees and understands that the SCHOOL DISTRICT's Office of Inspector General ("Inspector General") shall have immediate, complete and unrestricted access to all papers, books, records, documents, information, personnel, processes (including meetings), data, computer hard drives, emails, instant messages, facilities or other assets owned, borrowed or used by the LRECD with regard to the Agreement. The LRECD's employees, vendors, officers and agents shall furnish the Inspector General with requested information and records within their custody for the purposes of conducting an investigation or audit, as well as provide reasonable assistance to the Inspector General in locating assets and obtaining records and documents as needed for investigation or audit relating to the Agreement. Furthermore, the LRECD understands, acknowledges and agrees to abide by School Board Policy 1.092. The LRECD cooperation with the Inspector General is limited to the scope of this Agreement, and does not extend to LRECD matters outside of the scope of this Agreement.

43. **PUBLIC RECORDS LAW:** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Failure by either party to cure the denial of access to public records during the DEFAULT AND REMEDIES cure period set forth above, shall be grounds for unilateral cancellation of this Agreement by the party not in violation.
44. **BACKGROUND SCREENING:** All the LRECD's employees, contractors, agents and subcontractors who are permitted access to the JFE when students are present, must comply with the provisions of §1012.467, F.S., at the sole cost of the LRECD or the LRECD's contractors or subcontractors. No person shall be permitted access to the JFE when students are present until he or she receives notice of clearance by the SCHOOL DISTRICT. Neither the SCHOOL DISTRICT, nor its members, officers, employees, nor agents, shall be liable under any legal theory for any claim whatsoever for the rejection of any person (or discontinuation of the person's services) on the basis of these compliance obligations. The LRECD agrees that no person who meets the above conditions and who has been convicted or who is currently under investigation for a crime delineated in Section 435.04, Florida Statutes, will be permitted access to the SCHOOL DISTRICT's facilities when students are present.
45. **LIENS:** The SCHOOL DISTRICT's interest in the JFE shall not be subject to liens arising from LRECD's use of the JFE, or exercise of the rights granted hereunder. The LRECD shall promptly cause any lien imposed against the JFE relating to the Project to be discharged or transferred to bond.
46. **FORCE MAJEURE.** If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such non-performance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the parties may otherwise have to terminate this Agreement.
47. **SURVIVAL:** Provisions contained in this Agreement that, by their sense and context, are intended to survive the suspension, termination or expiration of this Agreement, shall so survive.

48. **WAIVER OF JURY TRIAL:** EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.
49. **WAIVER:** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

[This Space Left Intentionally Blank]

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

ATTEST

SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

By: _____
Robert M. Avossa, Ed.D., Superintendent

By: _____
Chuck Shaw, Chairman

SEAL

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By:  _____
School Board Attorney
Digitally signed by Blair Littlejohn
DN: cn=Blair Littlejohn, o=School Board of Palm Beach
County, ou=Office of General Counsel,
email=blair.littlejohn@palmbeachschools.org, c=US
Date: 2017.05.23 16:55:26 -0400

ATTEST


LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

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

By: _____
Harvey M. Silverman
Chairman

SEAL

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By:  _____
Curtis L. Shenkman, District Attorney



Agenda Item Details

Meeting	Jun 07, 2017 - 3. SPECIAL MEETING immediately following Workshop in the Board Room
Category	10. Consent Agenda
Subject	PIR1 Interlocal Agreement with the Loxahatchee River Environmental Control District for Sanitary Sewer Connection at Jupiter Farms Elementary.
Type	Action (Consent)
Recommended Action	I recommend the Board approve the Interlocal Agreement with the Loxahatchee River Environmental Control District for Sanitary Sewer connection at Jupiter Farms Elementary, not to exceed a cost of \$1,043,000; and authorize the Superintendent and Chairman to sign all necessary documents.

DESCRIPTION:

1. The School Board of Palm Beach County and the Loxahatchee River Environmental Control District (LRECD) entered into an Interlocal Agreement for the operation and maintenance of an on-site Package Treatment Plant when the School was originally constructed in 1990.
2. The Package Treatment Plant is owned and operated by the School Board of Palm Beach County.
3. The Package Treatment Plant is no longer performing well and fails to meet the Public Health Department's Code for nitrate limit.
4. The School District supports the removal of septic fields (Package Treatment Plants) and has connected numerous schools to the regional systems in the past due to environmental considerations and to promote public health.
5. The Public Health Department cited the School District for not addressing the deteriorating condition of the Package Treatment Plant and has recommended that Jupiter Farms Elementary School connect directly to LRECD Wastewater Treatment facility through the regional sewer service.
6. The existing Package Treatment Plant must be either replaced with a new one or the School connect directly to the available sanitary sewer service provided by LRECD.
7. LRECD is willing and has the capacity to undertake the design and construction of the project for the School.
8. Replacing the Package Treatment Plant is costly and the new plant will eventually fail again.
9. The proposed connection to the sewer service will serve the interest of the School and improve the ground water quality for the community.
10. LRECD proposes to remove the failing plant from the school property and to connect the School directly to the sanitary sewer system.
11. The School Board of Palm Beach County authorizes staff to grant to LRECD a temporary construction easement to allow access to the Jupiter Farms Elementary School property proximate to the proposed wastewater infrastructure and a permanent easement for maintenance.
12. LRECD will invoice the costs of the project as they are incurred without a markup.
13. The expected time to complete the work is one year from the date of commencement. The total cost is estimated at \$1,043,000. Should the costs exceed \$1,043,000, School Board approval will be required for the difference in cost above \$1,043,000.

14. LRECD agrees to own, operate, and maintain the rehabilitated Jupiter Farms Elementary School's wastewater pumping station and off-site force main in perpetuity.
15. LRECD, as owner and operator of the force main, will not declare the wastewater force main "available" for residential properties for a minimum period of 10 years.
16. This Agreement was previously scheduled for the May 10th, 2017 Regular Board Meeting. After CORC's review on May 4th, 2017, certain changes were recommended and incorporated. They are as follow:
 - a. Paragraph 3. Clarify that there will be no residential connection to the line for at least 10 years and ensure there will be sufficient capacity to serve the School. The ILA includes language that there will not be any residential connection to the line for at least 10 years. LRECD did not agree to prohibit all connections, since within that timeframe other uses such as a County Fire Station may need to connect to the line.
 - b. Paragraph 4. Coordinate construction and connection so as not to impact the operation of the School.
 - c. Paragraph 5 b. Clarify the future of the existing plant as being decommissioned or completely removed.
 - d. Paragraph 9. Clearly identify services performed by LRECD and paid for by the School District.
 - e. Paragraph 17. Call out the term for the Temporary Construction Easement, noting that the Permanent Easement has no expiration date and clearly state that the School Board will not convey or transfer any other interest in real property to LRECD.
 - f. Paragraph 23. Clearly identify that the TERM of the Agreement is for the "Project" only, which includes construction and connection of the School to LRECD system.
 - g. Paragraph 34. Include language on "Severability", which was already in the Agreement.
 - h. Paragraph 46 Include language on "FORCE MAJEUR".

CONTACT:

Donald E. Fennoy II, Ed.D., Chief Operating Officer (donald.fennoy@palmbeachschools.org)

Wanda F. Paul, Chief of Facilities Management (wanda.paul@palmbeachschools.org)

Steve Backhus, Acting Chief of Facilities Management (steve.backhus@palmbeachschools.org)

Kristin Garrison, Director of Planning and Intergovernmental Relations (kristin.garrison@palmbeachschools.org)

FINANCIAL IMPACT:

The financial impact to the Capital budget is not to exceed \$1,043,000. The source of funds is sales tax referendum proceeds and capital projects funding.



Strategic Themes (choose all that apply):

- 1. Effective and relevant instruction to meet the needs of all students.
- X 2. Positive and Supportive School Climate
- 3. Talent Development
- X 4. High-Performance Culture

Long-Term Outcomes (choose all that apply):

- 1. Increase reading on grade level by 3rd grade.
- 2. Ensure high school readiness.
- 3. Increase the high school graduation rate.
- 4. Foster Post-graduate success.

Loxahatchee River District

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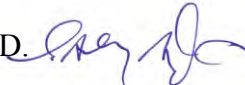
2500 Jupiter Park Drive, Jupiter, Florida 33458-8964

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: JUNE 8, 2017
SUBJECT: FISCAL YEAR 2017-2018 – BUDGET ASSUMPTIONS

Our budget season is upon us. Over the next four months, we will work through our budgeting process to develop, review, and approve our Fiscal Year 2017-2018 budget, which goes into effect on October 1, 2017. We are proceeding with the following schedule:

- June: Provide and review gross budget assumptions
- July: Provide and review budget matrix
- August: Provide and review draft budget in spreadsheet format
- September: Provide and review Final Draft Budget and approve Final Budget.

This month our goal is to review the gross assumptions that are being made as we formulate the FY 2017-2018 budget. Our major objective is to avoid surprising the Board with unanticipated, significant increases in the draft and final budget.

Assumptions are provided based on the key budget categories used in the budget matrix.

Salary & Wages –

1. Number of Employees: Presently, the District has 81 full time employees. No new full time positions are proposed at this time.
2. Proposed Cost of Living Adjustment: The April consumer price index (CPI-U) was 2.2%, so I have included a 2.2% cost of living adjustment (COLA) for our employees to maintain their purchasing power given the present rate of inflation. This will be revised with the May figures.
3. Proposed Merit Increase: I recommend the budget include 3.0% to be disbursed to employees exhibiting meritorious performance during their annual performance review process.
4. Salary and Pay Grade Adjustments: The District has recently conducted an in-house evaluation of employee compensation, similar to the 2010 assessment conducted by an outside consultant. Based on our findings, I intend to adjust upward the pay grade of six positions (6 employees affected), I intend on adjusting downward the pay grade of two positions (2 employees affected). Also, I will be seeking your approval of a \$0.50 night shift pay differential for shift workers whose scheduled shift spans through the night.

Payroll Tax – An increase proportional to the increase in salaries and wages will occur.

Retirement – An increase proportional to the increase in salaries and wages will occur.

Employee Health Insurance – The Gehring Group suggested we should anticipate an 7% increase in our health insurance premium. This is based on medical inflation and their knowledge of the industry.

Dr. Matt H. Rostock
Board Member

Stephen B. Rockoff
Board Member

Gordon M. Boggie
Chairman

Harvey M. Silverman
Board Member

James D. Snyder
Board Member

General Insurance – We recently renewed of our Property, General Liability, Automobile Liability and Physical Damage, Workers Compensation, and Fiduciary Liability insurance policies with a 2 year rate lock. Thus, this budget line should only increase by the increasing value of our insured assets.

Supplies & Expenses – It is my intention to discontinue the Friends of the Loxahatchee River as a non-profit funding mechanism for the District’s environmental education programs, e.g., the River Center, on December 31, 2017 (the close of Friends’ present fiscal year). The River Center would continue to collect program fees to offset costs associated with offered programs; however, we would no longer collect charitable contributions to offset various costs at the River Center. This will have an impact on the District’s FY17-18 budget. I expect to have these impacts fully quantified next month.

Utilities – FPL’s projected rate increase for FY17-18 will be 2.13%. We are budgeting accordingly.

Chemicals – We presently anticipate chemical costs will increase less than 5% in FY 2017.

Maintenance & Repair – This budget category, which includes costs of maintaining and repairing District owned equipment and structures, is expected to increase by approximately 5%.

Outside Services – I expect this budget category to increase by less than 5%.

Contingency – We do not anticipate a change in our budgeted contingency amounts.

Revenue – Staff projections suggest total revenue will increase from \$23,132,085 in FY 16-17 to \$28,619,809 in FY 17-18; a 23% increase. The significant increase in revenue is driven by our assumption that Jupiter Inlet Colony will fully pay off their sewer assessment (~\$4M) in FY 17-18 and Jupiter Farms Elementary will fully reimburse the District for costs (~\$1M) associated with extending sewer service to the school. Without these two isolated sources of revenue, our ‘normal’ revenues are projected to increase by approximately 2%.

Gross assumptions for Capital and Renewal & Replacement costs are provided by Mr. Yerkes in the following pages.

Many of these are coarse estimates that will be refined over the next two months. We look forward to further clarifying anticipated costs for next year and providing them to you in the budget matrix format next month.

This is an important process, and we look forward to receiving your input.

Loxahatchee River District

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

MEMORANDUM

To: D. Albrey Arrington, Ph.D., Executive Director
From: Clinton R. Yerkes, Deputy Executive Director
Date: June 6, 2017
Subject: FY 2017-18 Proposed Budget
Capital and Renewal & Replacement

Assumptions have been made as to the progress of several major Capital and Renewal / Replacement (R&R) projects for the coming year. The following is a listing of major projects (> \$200,000) which are currently included in the proposed budget:

MAJOR CAPITAL and R&R PROJECTS

	<u>Est. FY Completion</u>	<u>Capital</u>	<u>R&R</u>
Whispering Trails	2018	\$ 3,300,000	
Alt. A1A Bridge FM Tie-Ins	2018	\$ 1,150,000	
Jup Farms Elem FM	2019	\$ 990,000	
Jupiter Inlet Colony (District Share only)	2018	\$ 850,000	
Turtle Creek Subsystems	2018	\$ 805,000	
Lox. River Rd. 4" FM	2018	\$ 300,000	
LS#1 Rehab (Partial)	2019		\$1,720,000
Deep Bed Filters (Completion)	2018		\$ 750,000
Lift Station #114 Rehab	2018		\$ 400,000
Lift Station Rehabilitations (4)	2018		\$ 250,000
Gravity & Service Line Rehabs	On-going		\$ 350,000
Total		\$7,395,000	\$3,470,000

Last year the list of projects was dominated by the Deep Bed Filter and Jupiter Inlet Colony projects. While we expect to have some payments to finish up these projects they are expected to be near completion under this year's budget.

Conversion of neighborhoods to the regional sewer system will continue with the sewerage of Whispering Trails, remaining phases of Turtle Creek, along with a few small systems, nearing \$4 million during fiscal year 2017-2018.

Stephen B. Rockoff
Board Member

Dr. Matt H. Rostock
Board Member

Harvey M. Silverman
Chairman

Gordon M. Boggie
Board Member

James D. Snyder
Board Member

Another major capital project will be the completion of the Alt A1A Bridge Force Main and the bulk of the Extensions which will connect the line to the existing system at the north and south ends of the bridge.

R&R projects will primarily address several major lift station rehabilitations. The Master Lift Station (on Indiantown Road), LS#114 (on the west end of Marcinski Road) and Rehab of 4 other lift stations will account for nearly 70% of the total R&R budget.

Last year R&R was much larger than new construction (Capital) projects due to the Deep Bed Filters. This year construction of new facilities \$7.4 million will constitute 68% of the proposed total capital budget. Over \$3 million of the new construction will be recouped by the District over 20 years through the neighborhood sewerage program assessments. Nearly \$1.1 million will be recovered, as construction progresses, from the School District for construction of the Jupiter Farms Elementary Force Main.

Should you have any questions in regard to these projects or the projected expenditures, I would be pleased to discuss them further with you.

Signed,

Clinton R. Yerkes
Deputy Executive Director

LOXAHATCHEE RIVER DISTRICT

Neighborhood Sewering Schedule



Rank *	Area Description	# Lots	Activity	Original Target Date	Revised Target Date
6	Jupiter Inlet Colony	240	Notified Owners – August, 2010 Notice of Intent – February, 2013 Interlocal Agreement Complete - April, 2014 Construction started – July 26, 2016 Sewer Line Completion – June, 2017	2013	2016
10	Turtle Creek Phase I (Gravity)	29	Notified Owners – September 2012 Notice of Intent – February, 2016 Paving – June, 2017	2016	2016
10	Turtle Creek Subsystem 4	52	Notified Owners – September 2012 Notice of Intent – February, 2016 Construction Start – April, 2017	2016	2017
10	Turtle Creek Subsystem 3	5	Notified Owners – September 2012 Notice of Intent – December 2016 90% Design Complete – May, 2017	2016	2017
10	Turtle Creek Subsystem 2	28	Notified Owners – September 2012 Notice of Intent – October, 2016 90% Design Complete – May, 2017	2016	2017
10	Turtle Creek Subsystem 1	23	Notified Owners – September 2012 Notice of Intent – November, 2016 30% Design Complete – April, 2017	2016	2017
14	Whispering Trails	181	Notified Owners – January 2013 Notice of Intent – November, 2016 50% Design Complete – June, 2017	2017	2017
16	Limestone Creek Road-West	82	Notified Owners – January 2013	2018	2018
19	US Coast Guard Station Offices <i>(institutional)</i> PX Commercial <i>(commercial)</i>	2 ECs 2 ECs	US Government - private roads Albrey- mtg. w/BLM & Historical 3-2011 Prelim design prepared In House 4-2011	2019	2018
20	New Palm Beach Heights	34	Notified Owners – January, 2016	2019	2019
22	Bridgewater	70		2019	2019
11	Jupiter Farms (East)	708		TBD	TBD
11	PB Country Estates	1547		TBD	TBD

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

TBD = To be determined

Remnant Areas - Page 2

Rank*	Area Description	Lots	Activity	Original Target Date	Revised Target Date
None	PBC Riverbend Park <i>(institutional)</i>	12ECs	Not. of availability-Costs pd, plans reviewed	2011	2016
D	Loggerhead Park <i>(institutional)</i>	6 ECs	Need Easements from Palm Beach County	2014	2017
H	SE Harken Terr Ph II-MC	2	Notified Owners – December 2015	2017	2016
H	6367 197 th Pl N LPSS	1	Notified Owner – June, 2016 Notice of Intent – July, 2017	2017	2017
C	FDOT Turnpike Station <i>(institutional)</i>	3 ECs	Notified to Connect – February, 2016 Variance requested – May, 2016	2012	2017
G	Hibiscus Ave, Juno	10	Notified Owners – June, 2013 Notice of Intent – March, 2016 Notified to Connect – March, 2017 Preliminary Assessment – June, 2017	2016	2017
G	Ocean Dr., Juno (LP)	5	Notified Owners – June, 2013 Notice of Intent – March, 2016 Permit – June, 2017	2016	2017
H	Lenmore Drive LP	6	Notified Owners – October, 2014 Notice of Intent to Assess – April, 2016 Design Complete – March, 2017	2017	2017
H	356 + 360 Tequesta Dr	2	Notified Owners-March, 2015 Notice of Intent – February, 2017 Notified to Connect – April, 2017 Final Assessment – May, 2017	2017	2017
I	Chippewa Street	6	Notified Owners-1/14, Petition Rec'd 4/16 Feasibility Letter LPSS/Gravity – July, 2016	2018	2017
	US 1, Juno Beach <i>(commercial)</i>	2	Notified Owners – January, 2014	2017	2018
	19087 SE County Line Rd	1	Notified Owner – January, 2017	2016	2018
H	18890 SE Country Club Dr	1	Notified Owner – April, 2017		2018
H	Shay Place, Tequesta	11	Notified Owners – July, 2013 Notice of Intent to Assess – August, 2016 Permit – June, 2017	2017	2018
H	County Line Road - Martin Co.	3	Notified Owners – July, 2013	2017	2018
A	14100 US Hwy 1, Juno Beach	1	Notified Owner-March, 2015 Notice of Intent to Assess – May, 2017 Notified to Connect – April, 2017	2017	2018
F	North A-1-A	3	Postponed -Town Activities in area	2012	2018
G	815 S. US 1 (Yum Yum Tree)	9 ECs	Notified Owners – November, 2014	2016	2018
H	Olympus Dr., Juno (LP)	3	Notified Owners – June, 2013	2016	2018
I	96 Pine Hill Trl E	1	Notified Owner – February, 2015	2018	2018
	8 th Street	3	Notified Owners – January, 2014	2018	2018

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

TBD = To be determined

Private Road Areas – Page 3

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

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

TBD = To be determined

AEO = As easements are obtained

SMITH, GASKILL & SHENKMAN, P.A.

ATTORNEYS & COUNSELORS AT LAW

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INJURY/COMMERCIAL

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HEATHER SHEFLIN
DIANE KUTNEY
JENNA SMITH

REAL ESTATE

JUDY D. MONTEIRO
DENISE B. PAOLUCCI
SABRINA VALENTIN

TIMOTHY W. GASKILL*

Business, Probate

Family Litigation

DONALD R. SMITH +*

*Personal Injury & Wrongful Death
And Civil, Business & Real Estate
Litigation*

CURTIS L. SHENKMAN

Board Certified

Real Estate Attorney

BROOKE GROGAN*

Personal Injury & Litigation

*+Member of the Florida Justice Assoc.
and the Palm Beach Co. Justice Assoc.*

**Members of the U. S. Federal Court-
Southern District, Florida*

June 7, 2017

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 – 7/7/16	Last Activity in Court Docket 12/17/14 requiring a paternity test; continue to monitor ; No change in status
8/8/16 – 10/13/16	No change in status
11/9/16-12/14/16	No change in status –probate proceedings continuing
1/10/17 – 6/7/17	No change in state – Probate proceedings continuing –no activity since 11/15/16 on docket

LIEN FORECLOSURES

NONE

MORTGAGE FORECLOSURES / ENCON CROSSCLAIMS

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

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

2/5/16	Mortgage foreclosure action; District served with Complaint; Notice of Appearance; Notice of E-Mail Designation and service address filed; Answer, Affirmative Defenses and Counterclaim/Crossclaim/ filed; in process of serving defendants
3/4/16	Case in discovery stages; to forward settlement offer to Plaintiff re LRD Liens and Counterclaim
4/8/16	Service of Process being made upon defendants; Plaintiff filed Notices of Dropping uninterested party defendants;
5/9/16	Continuing Service on defendants; monitoring for activity
6/9/16	Settlement offer being sent to Plaintiff/CounterDefendant's counsel; still attempting initial service on cross Defendant
7/7/16	No change in status
8/8/16	Defendant/Owner Guy-Wilson filed Motion to Dismiss Crossclaim Complaint; preparing for objection for hearing; Preparing Settlement offer to lender
9/6/16	Settlement offer sent to Lender re outstanding liens; Still awaiting hearing date for Motion to Dismiss of Crossclaim re Cross Def Guy-Wilson;
10/13/16	Plaintiff West Coast Servicing filed its Notice of Dropping Party Defendant Loxahatchee River District and attorney advised payment to be made to clear liens and settlement LRD's Counterclaim.
11/9/16	Awaiting response re satisfaction by lender of LRD outstanding liens from lender's attorney
12/14/16	Plaintiff's attorney has requested additional time for response re settlement offer.
1/10/17	Awaiting decision of Plaintiff regarding settlement offer.
2/8/17	Updated correspondence for new settlement offer sent to Plaintiff/Lender's counsel; awaiting response
3/15/17	Plaintiff's attorney still awaiting confirmation from lender, West Coast Servicing (Plaintiff) regarding updated settlement figures for all due thru 3/31/17
4/12/17	Settlement negotiations continuing; waiting on Plaintiff's approval for settlement of foreclosure proceedings
5/5/17	Case Settled with Lender; all liens paid with mortgage foreclosure defense. File to be closed.
6/7/17	Voluntary Dismissal and Satisfactions filed; FILE CLOSED

MORTGAGE FORECLOSURES / ENCON CROSSCLAIMS (continued)

ACTION: Martinique HOA v. Michael J Hitt et al ...Loxahatchee River Envir Control District
Owner: Michael J. Hitt Property: 2705 E. Community Dr. Jupiter
 Acct #2146900 Case No. 50-2017-CC-002902 XXXXNBRH

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

COMMENCEMENT: Service of Summons/Complaint upon District 3/22/17

COMMENTS: Action foreclosing HOA lien– Encon named for lien interest

STATUS: Pending

4/12/17	HOA Lien foreclosure action; District served with Complaint; Filed Notice of Appearance and Counterclaim, Crossclaim and 3 rd Party Complaint and in process of serving parties;
5/5/17	Preparing settlement offer to Plaintiff/CounterDefendant's counsel; still attempting initial service on Cross/3 rd Party Defendants
6/7/17	Awaiting response re settlement offer to Plaintiff; service of process on Defendants continuing;

MEMORANDUM

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

COPY: Clint Yerkes / Loxahatchee River District
Waldo Cruz / Loxahatchee River District

FROM: Albert Muniz / Hazen and Sawyer

DATE: June 8, 2017

FILE: 42009-029.3.1.3

SUBJECT: Loxahatchee River District
Engineer's Monthly Status Report through May 2017

The following is a summary of work performed by Hazen and Sawyer (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. In lieu of repair, 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 construction is ongoing.

Monthly Progress

- Kirlin was issued a Notice to Proceed on January 18, 2016. The substantial and final completion dates are currently November 28, 2017 and February 1, 2018, respectively.
- **Deep Bed Filters** - Construction of filter walls and top deck have been completed. The contractor has completed hydrostatic testing of approximately half of the tanks. Interior coatings have been completed in two filter cells, and underdrain installation has been completed in two filter cells. Underground conduit, forms, and rebar for the blower slab have been completed.
- **Filter Electrical Building** - Installation of electrical equipment inside the building continues. The main electrical tie and the installation of the power transformers have been completed. Large feeder wire and small gauge wire installation continue within the building.
- **Parshall Flume Flow Meter** - The bottom slab and wall pours have been completed.
- **Filter Feed Pump Station No. 1** - Removal of the existing slide gate at Filter Feed Pump Station No. 1 and installation of the new overflow weir has been completed. No additional work occurred for this month.
- **Process Piping** - Installation of the all underground Phase II piping is completed, including the tie-in to the Injection Well Pump Station, to the Chlorine Contact Basin piping, and to the existing Backwash Recovery Basin. Installation of above ground piping is completed on the north side of



the deep bed filters. Currently, contractor is working on the 16" Backwash Waste piping on the south side of the filters.

- **Site work** - Installation of site underground electrical duct bank is nearly complete. Grading around the structures and general site cleanup continues.

Alternate A1A/Damon Bridge Water Transmission Main Replacement and Force Main Installation –

Hazen was authorized to design a new 16-inch force main pipeline in parallel with a Town of Jupiter water main replacement on the Alternate A1A Bridge in Jupiter. Below is a summary of activities performed to date:

- Design and permitting were completed by end of March 2017
- The following permits have been issued with assistance from Hazen:
 - ✓ Town of Jupiter Engineering/Utility Permit
 - ✓ FDEP/DOH Wastewater Permit
 - ✓ ACOE General Permit
 - ✓ FDEP ERP Exemption Request
 - ✓ FDOT Utility Permit
- Murray Logan Construction, Inc. was the successful low responsive bidder and was awarded the contract. Key contract dates are as follow:

Notice-to-Proceed	March 31, 2017
Substantial Completion	October 27, 2017
Final Completion	November 26, 2017
- A pre-construction meeting was held on March 31, 2017
- The Contractor does not anticipate construction activities to occur until early July at the earliest. The submittals process is ongoing.

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
Monthly Status Report
June 5, 2017***

Submitted To: Clinton Yerkes, Deputy Director

The following is a summary of work performed by Mathews Consulting (MC), a Baxter and Woodman Company, on District projects through June 5, 2017.

Alternate A1A Bridge Force Main Extension Design

MC has received permits for the following agencies:

- Palm Beach County Health Department
- Florida Department of Transportation R.O.W. Permit
- Florida Department of Environmental Protection – Environmental Resource Permitting

The following permits/licenses are pending:

- Florida East Coast (FEC) Railway Parallel Infrastructure License
- Town of Jupiter Engineering Permit – Pending approval of FEC licenses

MC completed an onsite meeting with FEC personnel and District Staff to review the project details. FEC requested specific modifications to the design. MC has revised the project plans to include FEC's comments and is currently coordinating with all permitting agencies regarding the "proposed" design changes. Upon approval of the revised design and issuance of the required license(s) from FEC, MC to finalize all permits, including any required revisions and/or re-submittals.

Master Lift Station No. 1 Rehabilitation

MC submitted the 90% Design Submittal to the District on May 15, 2017. The 90% Design Submittal is currently under review by District Staff. Upon completion of the District's review, MC's Design Team and District Staff to participate in the 90% Design Submittal Review meeting. At that point, MC shall finalize the design documents and commence with project permitting.



Whispering Trails Gravity Sewer System

MC submitted the 50% Design Submittal to the District on May 15, 2017. The 50% Design Submittal is currently under review by District Staff. Upon completion of the District's review, MC's Design Team and District Staff to participate in the 50% Design Submittal Review meeting.

Respectfully Submitted by:

MATHEWS CONSULTING,
A BAXTER & WOODMAN COMPANY

A handwritten signature in blue ink that reads "Rene L. Mathews".

Rene L. Mathews, P.E.
Vice President



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

MEMORANDUM

To: Clint Yerkes, Deputy Director, Loxahatchee River Environmental Control District
From: Christine Miranda, PE, Holtz Consulting Engineers, Inc.
Date: June 8, 2017
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 June 8, 2017:

Loxahatchee River Road Reclaimed Water Main Replacement and Force Main Extension

- As part of the permitting process with the Army Corps of Engineers, the state archeological office review found that there is a high probability for the occurrence of archeological resources at the project site. The project is now being reviewed and consulted with the State Historic Preservation Office and the Tribal Historic Preservation Office. Upon issuance of the Army Corps of Engineers permit the project will be advertised for bidding.

Turtle Creek Phase I

- The gravity sewer installation is complete. The Contractor is still working on the paving and restoration of the project. It is estimated that the project will be completed by the end of June.

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

- The installation of the low-pressure force main is complete. The pressure test has been conducted and passed.
- A substantial walkthrough for the project is scheduled for Monday, June 12, 2017.
- Upon receipt of the record drawings from the Contractor, the certification package to place the system into operation will be submitted to the FDEP.

Turtle Creek –Subsystem 1 Low Pressure Force Main System

- The 30% Design Submittal comments from LRD staff were received on June 6, 2017. Comments are currently being addressed. The 90% plans and specifications will be submitted to LRD staff for review and comment by July 18, 2017. At that time, permit applications to the applicable regulatory agencies will be submitted.

Turtle Creek –Subsystem 2& 3 – Gravity Sewers

- The 100% Design Submittal was provided to staff on June 5, 2017.
- The FDEP permit was issued on June 8, 2017.
- The project is scheduled to be advertised for bidding on June 25, 2017, with a pre-bid meeting date of July 21, 2017, and bid opening on August 1, 2017.

Busch Wildlife Sanctuary

The 2nd Quarter Report will be presented at the
July, 2017 Board Meeting.



Friends of the Loxahatchee River June 2017



River Center Summary Statistics

Year Month	Total Visitors	General Visitors	Program Visitors	Outreach	Gift Shop	Donations	Memberships	Sponsors	Education Programs	River Center Programs	Special Events	Volunteer Hours
2016-05	1592	965	627	7	\$978	\$304	\$225.00	\$4,349	\$495	\$3,974	\$685	121
2016-06	3359	1867	1492	466	\$1,939	\$781	\$125.00	\$348	\$3,420	\$2,410	\$1,125	589
2016-07	2743	1732	1011	199	\$2,298	\$748		\$4,400	\$3,294	\$3,162	\$810	681
2016-08	1877	1378	499	287	\$1,377	\$619	\$225.00	\$1,683	\$728	\$40		389
2016-09	1163	871	292	97	\$530	\$716	\$125.00	\$983	\$184			125
2016-10	1656	1223	433	1038	\$638	\$485	\$50.00	\$2,233	\$55	\$215	\$1,040	160
2016-11	1395	1008	387	141	\$865	\$377	75	\$6,498	\$154		\$933	160
2016-12	1490	983	507		\$1,500	\$435	\$200.00	\$13,583	\$193	\$585	\$1,811	161
2017-01	1671	1139	532	108	\$1,113	\$468	\$100.00	\$1,500	\$23	\$10,543	\$1,764	234
2017-02	1639	1027	612	1813	\$1,046	\$567	\$380.00	\$983	\$91	\$5,587	\$2,756	174
2017-03	2120	1683	437	262	\$1,443	\$2,409	\$225.00	\$8,703		\$4,742	\$11,095	257
2017-04	1771	1079	692	248	\$835	\$863	\$150.00	\$1,152		\$5,353		141
2017-05	1328	831	497	68	\$837	\$430	\$225.00	\$200	\$196	\$2,150	\$10,000	122

River Center General

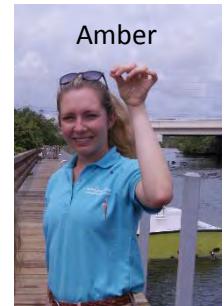
The River Center welcomed back Samantha Warwick as a summer intern and we are happy to announce that Amber Rutstein and Samantha Matys (former volunteer) will join our summer fun team this year!



Sam Warwick



Sam Matys



Amber

Archaeology in the Classroom

On Saturday, May 13th, Community Outreach Coordinator, Sara Duggan participated in an instructor course entitled “Archaeology in the Classroom” taught by Sara Ayers-Rigsby from the Florida Public Archaeology Network. This course was designed to teach educators how to incorporate anthropology and archaeology based lessons in and out of the classroom. The course included sample lesson plans that are ready to use and provided new resources to utilize in the future. This course was especially helpful for the planning of history based lessons for the River Center. Four other Palm Beach County Educators attended this course.

Friends of the Loxahatchee River

On Friday, June 2nd the River Center welcomed former River Center intern Nichole Nugent for our June Friends of the Loxahatchee River Meeting. Her topic entitled “Loxahatchee Living: Adventures on the River” discussed Nichole’s unique experiences and outdoor activities on the Loxahatchee. Prior to the lecture a light lunch was served. We had over 61 participants for this presentation.





2017 Tommy Thompson Scholarship Awards- Once again, the Friends of the Loxahatchee River received many qualified applicants for the Tommy Thompson Scholarships. Many thanks to Geoff Lieberman and Macy's as well as the Van Pelt Foundation for sponsoring the scholarships. Winners for 2017 were: Jerome Small, Rachel Frankhouser, Kelly Paulus (pictured above with John & Bunny Schmidt of Van Pelt Foundation, Jocelyn O'Neill and Patricia Walker, Friends of the Loxahatchee River President) and Eva Sloate (not pictured)

Special Programs

Girl Scout Eco-Action Workshop: Fish Like a Girl

Thirty-Six Daisy and Brownie Girl Scouts visited the River Center on Saturday, May 20th for a special fishing clinic workshop. With the help of our educators and volunteers we provided a morning filled with Fishing 101. From knot tying, tackle box relay, de-hooking, fish morphology, habitats, to casting practice, all topics were covered to prepare the girls for fishing. After the morning activities, the girls finally got to test their newly acquired knowledge and went fishing. We would like to especially thank the ERM Foundation, Pratt & Whitney and Society of Woman Engineers for their continued support and dedication to the River Center's Eco-Action Girl Scout Workshop. Today we fished like girls!



Homeschool Workshop: Seine & Snorkel

On Friday, May 26th the River Center held their final homeschool workshop for the school year. We had 36 students, along with their families met at DuBois Park for a snorkel expedition learning about the Loxahatchee River's marine habitats and species. Students explored and identified fish species, and enjoyed the beautiful clear high tide waters. After a quick water break, the group went over to the mangrove lagoon where we adventured through the mangroves, used the seine and dip nets to find different critters and learn more about the special habitats that connect into the ecosystem of the river. After a successful school year, the River Center is currently scheduling for homeschool workshops once a month for the next school year.



Public Kayak Tour (Bird Island and Sawfish Bay)

The River Center led a public kayak tour up into the central embayment of the Loxahatchee River as part of our last activity in the Spring Naturalist Series on Wednesday, May 17th. It was a perfect morning out

on the water with lots of sunshine and cool waters. Eleven guests enjoyed a leisurely kayak tour of the outer sand bar near bird island where we spent time finding sea stars and hermit crabs, bird watching, and learning about the importance of seagrasses in the estuary. The group when kayaked over to Sawfish Bay to explore the low tide mangroves.



Outreach

Palm Beach County School District Science Fair Judging

Students all over Palm Beach County presented their projects for the 61st annual School District of Palm Beach County Mathematics and Science Fair. More than 650 students in grades K-5th participated in the fair held at the South Florida Fairgrounds in the Expo Center on May 8th. The River Center participated in the Science Fair judging with 20 other educators from various organizations and agencies throughout the county. By working in teams, judges scored projects by grade and subject awarding 1st, 2nd, and 3rd place winners as well as Honorable Mention. It was Science Fair week and thousands of students visited the science fair looking at the projects, participating in science activities and enjoying the hard work of their peers.

Greens School Recognition Awards Luncheon

Florida Atlantic University/Pine Jog Environmental Education Center, in partnership with the School District of Palm Beach and Martin Counties, we celebrated the 2017 “Class” of Palm Beach and Martin Counties’ Green Schools. On May 25th, 119 public and private schools made the grade in “going green” this year and celebrated their efforts at the ninth annual Green Schools Awards Luncheon held in their honor. All Green Schools of Promise, Quality, and Excellence were acknowledged, along with the 1st, 2nd and 3rd place winners, as well as the Judge’s Choice cash awards. They also celebrated the Green Principal and Teacher of the Year. This year was exceptionally special because the River Center: Loxahatchee River District awarded the first Judges Choice award in Water Conservation to Martin County High School.

Macy’s Summer Kick-off Outreach

Our annual and scholarship sponsor, Macy’s, invited the River Center to their Celebrate Summer Family Fun Day event on May 20th. River Center staff brought a touch tank with sea urchins, conchs and horseshoe crabs to this indoor event. Approximately 30 people stopped by our table and many took home our brochures.

Friends Membership – 69 active members; 3 new/renewals; 37 current sponsors

Annual Sponsors Recognition – John & Carol Parker, Town of Jupiter, Fred & Mary Helen Cone

Upcoming River Center Events

RSVP at rivercenter@lrecd.org or 561-743-7123

June 17, 10 am – 11:30 am: Little Otters Family Fun: This summer program is designed for families with children ages 3-6. The program will include a themed story, touch tank demonstration, dip netting and crab hunting. There are both inside and outside portions along with opportunities to get your feet wet.

June 24, 9 am – 12 pm: Fishing Clinic: Fishing clinics are a great way for kids to learn the basics of fishing methods and tactics! Parents will learn important safety tips for taking kids fishing and how to abide by regulations when fishing. The River Center in partnership with Fishing Headquarters provides half-day fishing clinics for kids that give your child a fun, engaging overview of the following: Knots, lures and bait, Fish Identification, Casting Practice, Fishing Safety, Conservation and Regulation, FISHING! (of course). Cost \$10/child. Please RSVP.

- July 1, 10 am – 12 pm: Estuary Exploration: Blowing Rock Preserve.** Bring Swimsuit & Sunscreen, Closed Toed Water Shoes {NO FLIP FLOPS OR CROCS}, Refillable Water Bottle. Please RSVP.
- July 1, 2 – 4 pm: New Volunteer Orientation Class.** Please RSVP to attend this class.
- July 4, 9 am – 12 pm: Fishing Clinic:** Fishing clinics are a great way for kids to learn the basics of fishing methods and tactics! Parents will learn important safety tips for taking kids fishing and how to abide by regulations when out fishing. The River Center in partnership with Fishing Headquarters provides half-day fishing clinics for kids that give your child a fun, engaging overview of the following: Knots, lures and bait, Fish Identification, Casting Practice, Fishing Safety, Conservation and Regulation, FISHING! (of course). Cost \$10/child. Please RSVP.
- July 5, 9am-11am: Public Kayak Tour: Cypress Creek South:** Beat the heat with a fun kayak trip for the whole family. RSVP to attend. Cost is \$20/person or \$15/member.
- July 6, 10am-12pm: Craftapalooza:** Let kids get creative at our craft day directly following our Thursday morning story time. Free, donations accepted. Ages2-8.
- July 7, 10 am – 12 pm: Family Seine & Snorkel: Blowing Rocks Nature Preserve.** Bring Swimsuit & Sunscreen, Closed Toed Water Shoes {NO FLIP FLOPS OR CROCS}, Refillable Water Bottle. Please RSVP.
- July 8, 8 am – 4 pm: Boating Safely Class:** About Boating Safely: Registration will take place promptly at 8:00, the morning of class. Please register online now! www.tiny.cc/boatsafe.
- July 10, 10 am – 11:30 am: Little Otters Family Fun:** This summer program is designed for families with children ages 3-6 held on selected Saturdays this summer. The program will include a themed story, touch tank demonstration, dip netting and crab hunting. There are both inside and outside portions along with opportunities to get your feet wet.
- July15, 6pm-8pm: Jr. Angler Fishing Tournament Fish Fry:** Join our young, avid anglers for a fish fry in their honor to award prizes to the highest scores in each age category. \$5/person. RSVP to attend.
- July 22, 10 am – 12 pm: Family Seine & Snorkel: Blowing Rocks Nature Preserve.** Bring Swimsuit & Sunscreen, Closed Toed Water Shoes {NO FLIP FLOPS OR CROCS}, Refillable Water Bottle. Please RSVP.
- July 22, 2 – 4 pm: New Volunteer Orientation Class.** Please RSVP to attend this class.
- July 29, 10 am – 11:30 am: Little Otters Family Fun:** This summer program is designed for families with children ages 3-6 held on selected Saturdays this summer. The program will include a themed story, touch tank demonstration, dip netting and crab hunting. There are both inside and outside portions along with opportunities to get your feet wet.
- August 5, 7am-3pm: AustinBlu Family Fishing Tournament by Land and Sea:** Fun for the whole family to support a local charity. Marking the two-year anniversary of the loss of Austin and his friend at sea, the AustinBlu Foundation is raising money to be able to continue to offer Boating Safety Classes for free to young people as well other programs that promote safe boating for everyone. \$25/angler or \$100/4-person team. Pre-registration is required. <http://tinyurl.com/austinblufishing>

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: June 9, 2017
Subject: Monthly Financial Report

Balances as of May 31, 2017

Certificates of Deposit:

<u>Institution</u>	<u>Original Term</u>	<u>Maturity</u>	<u>Rate</u>	<u>Amount</u>
TD Bank	3 Years	06/02/17	0.92%	\$ 2,055,895
TD Bank	3 Years	08/04/17	1.19%	1,034,167
TD Bank	4 Years	08/19/17	1.40%	2,108,731
TD Bank	2.5 Years	03/02/18	1.11%	2,039,103
TD Bank	3 Years	05/22/18	1.14%	2,046,741
Bank United	1.5 Years	07/26/18	1.15%	2,019,534
TD Bank	5 Years	08/19/18	1.87%	2,146,514
TD Bank	5 Years	04/29/19	1.88%	1,589,659
TD Bank	5 Years	09/22/19	2.09%	2,115,579
Subtotal				\$ 17,155,923
Other:				
FL Community Bank - Public Demand			0.90%	\$ 11,724,995
SunTrust-Business Account			0.35%	2,585,519
Subtotal				\$ 14,310,514
Total				\$ 31,466,437

Average weighted rate of return on investments is: 1.14%

As of 05/31/17:

3 month Short Term Bond: 0.98%

1 month Federal Fund Rate: 1.00%

Cash position for May 2016 was \$34,108,220. Current Cash position is **down** by \$2,641,783.

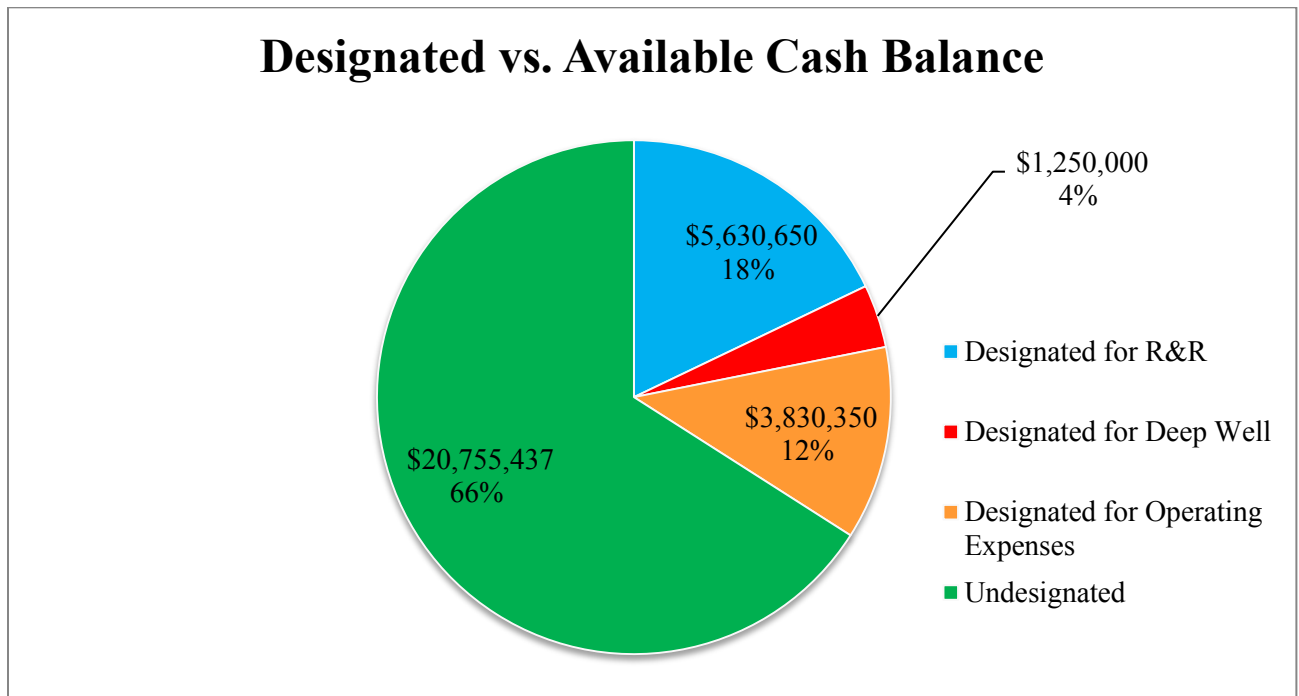
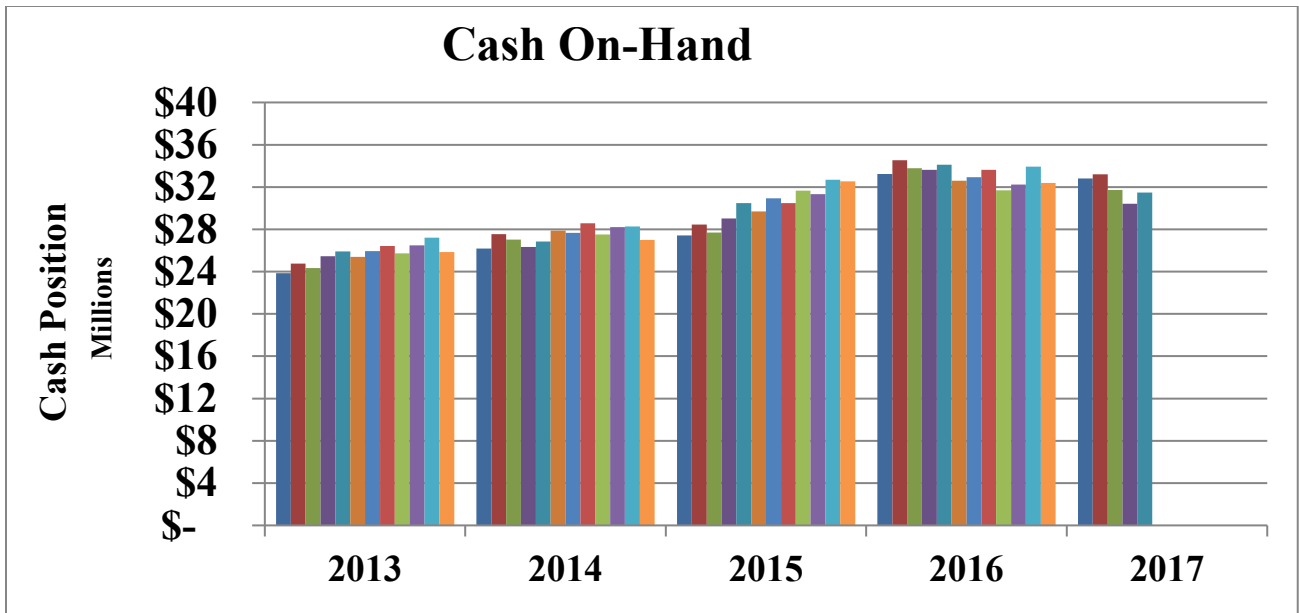
Stephen B. Rockoff
Board Member

Dr. Matt H. Rostock
Board Member

Harvey M. Silverman
Chairman

Gordon M. Boggie
Board Member

James D. Snyder
Board Member

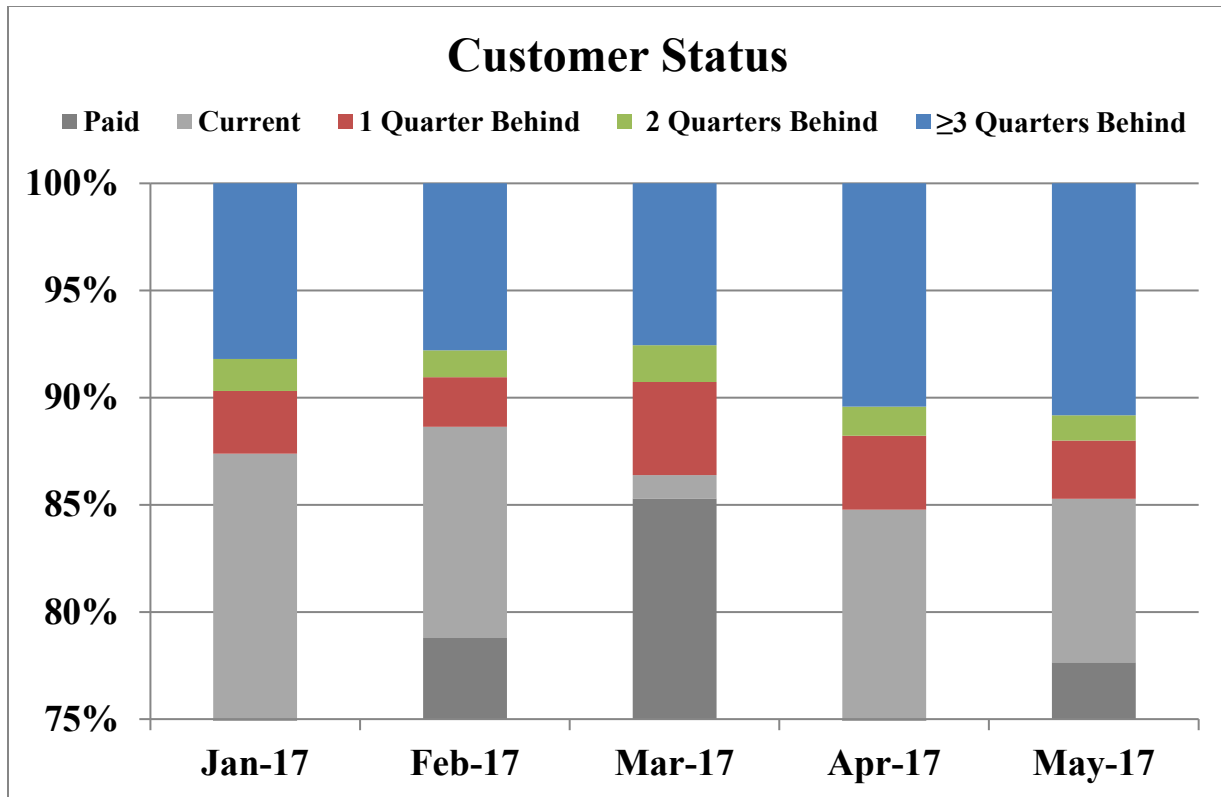


Accounting:

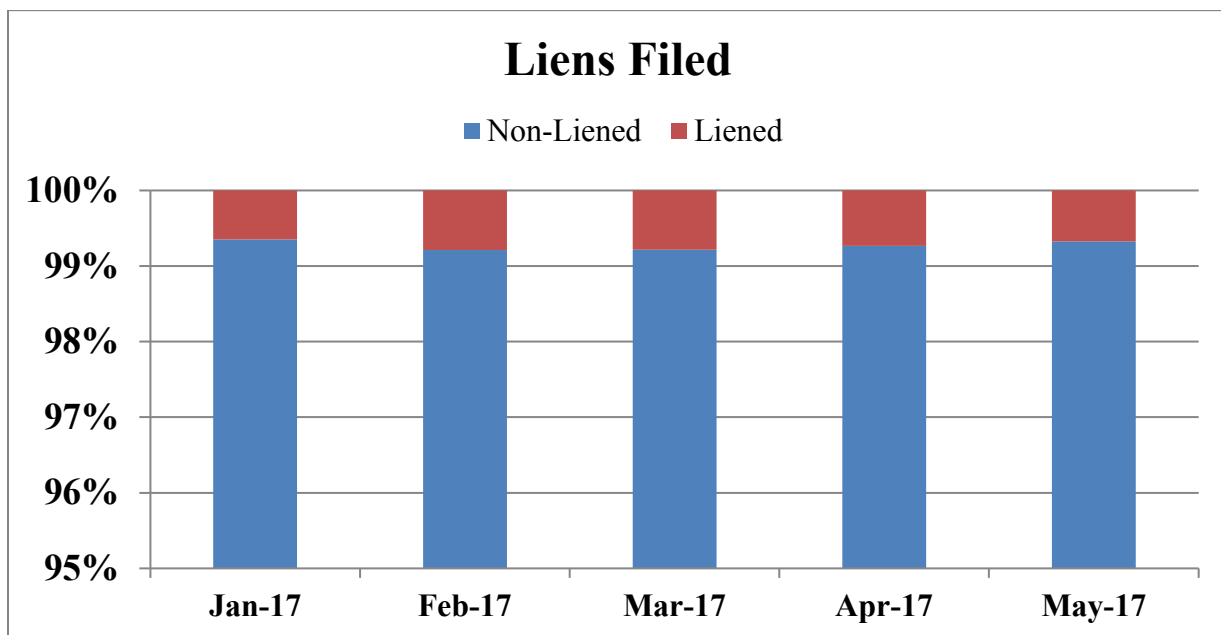
- Legal fees billed for the month of May were \$29,671. The fiscal year-to-date total is \$93,926.
- There was no septage billing in May.
- Developer’s Agreement – There were no new Developer agreements in May.
- I.Q. Water Agreements – Abacoa POA, Abacoa Workplace, Cambridge, Island of Abacoa, Sophia, Town Center Parking, and Town Center II are past due for April; Sonoma Isles is past due for March and April.
- Estoppel fees collected in May totaled \$8,175. The fiscal year-to-date total is \$56,875.

Customer Status:

The chart below illustrates customers' receivable status as a percentage of quarterly sewer billing. Paid or current balances represent approximately 85% billing.



The District serves approximately 31,000 customers. Currently, the District has 213 liens filed which represent approximately 1% of our customers.



Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

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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: June 8, 2017

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

Developer Projects

Staff were active on 15 Developer projects including the following activities.

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

Sonoma Isles IQ: Staff continue to coordinate with the developer for an extension to the existing District IQ system to serve Sonoma Isles Residential.

280 Celestial Way: Staff approved plans for sanitary sewer to 2 unsewered lots in Juno Beach. One for new construction, the other to connect an existing home. When complete there will be one lot in this development unsewered, however, at this time it is unclear if this lot can be developed due to size and location.

Sonoma Isles Clubhouse: Staff performed plan reviews for the clubhouse to serve Sonoma Isles Residential.

5650 Pennock Point Road: Staff performed plan review for a new service to serve 5650 Pennock Point Road.

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

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

FPL Jupiter: This project includes a new FPL Service building at Indiantown and Delaware Rd.

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Board Member

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Gordon M. Boggie
Board Member

James D. Snyder
Board Member

with connection to the District's existing system in Delaware Rd.

Miller's Ale House: This project includes abandonment of a portion of the District's gravity system to accommodate installation of grease interceptors in an alleyway.

Pennock Preserve PUD Phase 2 and 3: This project completes the Pennock Preserve Development located along the west side of Island Way and includes a gravity system and lift station to serve 93 residential lots.

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

Autozone: Autozone is building a new store located just east of Pennock on Indiantown Road. This project included a private service with connection to the existing District gravity system.

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

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

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

Els Center of Excellence Phase 2: Phase 2 for the Els Center of Excellence.

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

Sonoma Isles Residential Phase 1: The initial phase of Sonoma Isles that included gravity sewers to the first 35 Lots and connection to the existing collection system to Lift Station 293.

Pennock Preserve PUD Phase 1: This project connected the Prada development on Island Way to Pennock Preserve Phase 1 and included a gravity system to replace portions of the previous low pressure system.

Capital Projects

Staff were active on 29 Capital and/or Utility projects including the following activities.

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

Lift Station 114 Rehabilitation: Upgrades and rehabilitation of lift station 114. This station is a re-pump station serving the A1A corridor from Olympus through Juno Beach. Staff are finalizing the site plans and working on the technical specifications for the control panel, emergency generator and telemetry systems. It is anticipated this project will advertise for bids in June 2017.

Lenmore Drive Low Pressure Sewer System: Staff are working on a low pressure sewer system design to serve six remnant properties on Lenmore Drive at the north end of Palm Wood Drive.

Design and permitting are complete. Staff will be coordinating for pricing through May. Construction should commence by July 2017.

171st Street, Martin County: Staff have completed design and permitting to provide low pressure sewer service to the first of 7 lots on 171st Street in Martin County. Construction should commence by August 2017.

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

Jupiter Ocean Racquet Club/Lift Station 087 Force main: Staff are working on alternate routes for this asbestos cement force main replacement. The alternate route will require new easements from Jupiter Ocean Racquet Club and a new force main crossing of US 1 and associated permitting.

Administration Building Parking: Based on a consultant's design staff have coordinated pricing and schedules with a paving contractor to pave and reconfigure the parking lot for the administration building and the service entrance into Busch Wildlife. Construction is 70% complete and should be final complete in June, 2017.

WWTF Paving: Operations and Engineering staff are working on paving limits and details for paving repairs and new paving for various areas in the WWTF

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

US1 Force Main Abandonment – Waterway Road to County Line Road: We have determined an alternate to the force main replacement approved by the Board in June. The alternate entails abandonment of the existing force main in US 1 from Schrimshaw to Waterway, connection of the low pressure system from Harbor Road South to Harbor Road North to the gravity system for LS 061 and connection of LS 068 to the force main at LS 061. This will result in abandonment of approximately 4,000 LF of force main in FDOT right of way. This alternate design will be fully functional and will be significantly lower cost than the earlier approach approved by the Board. Construction has commenced and is scheduled for completion in July, 2017.

Lift Station 242 Emergency Generator: Installation of a permanently installed standby emergency generator to serve Lift Station 242 which services Independence Middle School, the designated Red Cross Shelter for the Jupiter Area. Construction is underway and should be complete in June, 2017.

Lift Station Rehabilitations for 2017: Rehabilitation of lift stations 16, 35 and 105. This project was awarded at the January Board Meeting. Construction has begun and is scheduled to be complete mid-June 2017.

Hibiscus Avenue: This project provides gravity sewers to 10 existing homes on Hibiscus Avenue in Juno Beach. The NTP was issued on January 9, 2017. Construction completed in March 2017. This project is complete.

Lift Stations 62 and 94 Collection Systems: Contracts to complete lining for these two areas were included in November's board notebook. The contractor has been delayed beginning this work.

He is currently scheduled to begin in June, pending resolution of permitting with the Town of Jupiter.

Consultant Projects:

Master Lift Station Rehabilitation This project is for the rehabilitation for the Master Lift Station located just east of Pennock Ln on Indiantown Rd. The project will include pump replacement piping modifications, bypass facilities, isolation valves coatings and emergency generator replacement. The 90% plans are complete and under review by staff.

Alternate A1A Subaqueous Crossing Replacement: This portion of the project includes piping up to the aerial bridge crossing at the Loxahatchee River and Alternate A1A. The 90% plans are complete and under review by staff.

Jupiter Inlet Colony Neighborhood Rehabilitation: This project provides a gravity collection system and lift station to serve the approximate 240 homes and town facilities located in Jupiter Inlet Colony. The water main was placed into service in December and the remainder of the project continues to progress ahead of schedule.

Turtle Creek Phase 1: Construction of the gravity system is complete. The contractor is currently scheduling roadway reconstruction to be followed by final restoration.

Turtle Creek Sub-Phase 4: This project provides low pressure sewer to the northwest portion of Turtle Creek and includes service to 52 homes. Construction is complete. Testing is underway.

Alternate A1A/Damon Bridge Water Main Replacement and Force Main Installation: This project includes installation of a new 16" force main on the Damon Bridge to replace the existing 24" force main subaqueous crossing of the Loxahatchee River. The Town of Jupiter has awarded the contract and staff have completed shop drawing review.

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

Whispering Trails Neighborhood Sewer System: This project provides a gravity sewer system to provide service to 181 lots in the Whispering Trails Subdivision off of Loxahatchee River Road. The 50% plans are complete and under review by staff.

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

Little Oaks/River Oaks: A gravity sewer system and lift station to serve an existing development off Roebuck Road.

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.

Island Way: A Town of Jupiter project that extends Island Way south from Indiantown Road to Jupiter Park Drive.

Cinquez Park: A Town of Jupiter project to develop a dog park at Carver and Indiantown Road.

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

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

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

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

SR 5 from Beach Road to County Line Road: An FDOT project to repave and reconfigure a portion of SR 5 (US 1) from Beach Road to County Line Road. Staff are coordinating with the FDOT for adjustments and replacement of District facilities to accommodate the revised right of way. This project is in conjunction with the US 1 Force Main Abandonment project noted above.

Riverbend Park: A PBC project to upgrade park facilities. The project includes two PBC owned and maintained lift stations with a connection to the District's 6" force main in Indiantown Road.

Central Blvd. 30" Transmission Main: A Town of Jupiter project that provides water system upgrades to the Town's water distribution system and deflection of the District's 12" wastewater force main in Central Blvd just north of the plant.

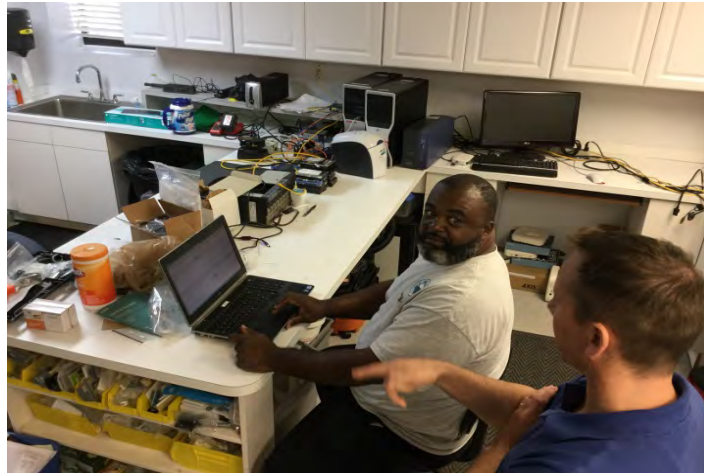
Collections/Reuse Departments:

Staff completed Preventative Maintenance on assigned lift stations and associated underground assets inspection and evaluation.



Above picture:

Vaccon #15 setting up at lift station #158 to clean wet well in Jupiter Park of Commerce



Above picture:

Collection Operator getting tutorage from IT Help Desk Technician in CMMS system

For reporting months March and April, (5) new low pressure systems came online in the District low pressure pump station system.

District Vac Con Crew cleaned the following lift stations in May: Master Lift Station #1, 7, 26, 52, 105, 113, 126, 151, 207, 208 and Plant RAS (return activated sludge) Station

Picture below:

Depicts Budget project rehabilitation of lift station #35(Jonathans Landing) and lift station # 105(Ocean Bluffs South) substantial completion and return to online function in reporting month; contractor is Felix and Associates.

Station 35



Station 105



Reuse: Staff completed monthly assigned Preventative work orders associated with entire IQ Distribution system of Golf course customers and Abacoa Development and daily data input into Hach Wims data base.

Photo at right:

Depicts the LRD Plant site POC (point of connection) for Nano-concentrate from Jupiter Water Treatment plant; Reuse Operators performed work on air release valves blow off piping diffusers



*During reporting month, there was no major systems interruption in Collection/Transmission/Reuse systems that caused emergency or systems to not operate normally.

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

MEMORANDUM

TO: Albrey Arrington, Executive Director

FROM: Waldo J. Cruz, Director of Operations

DATE: June 7, 2017

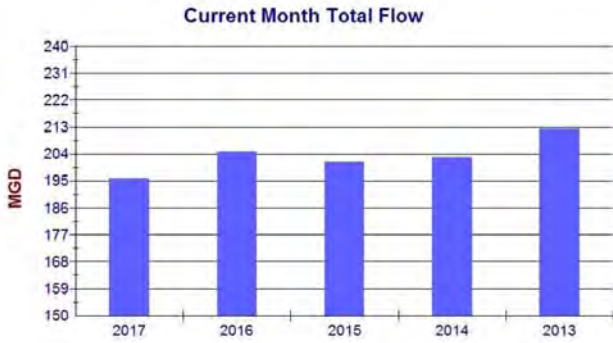
SUBJECT: Operations Department Monthly – Report for May 2017

Treatment Plant Division

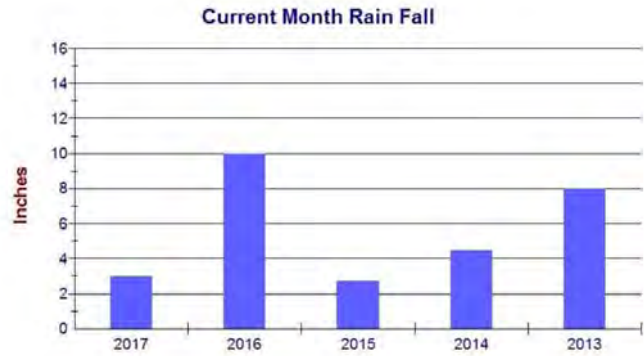
The current underground piping and valves are experiencing some changes as the District's new deep bed filters are being constructed. Operators are in constant contact with engineers at Hazen to stay in the loop for all changes being made to the plant. Training sessions for the new valves are extremely important particularly if the District experiences an emergency condition in which the flow will need to be diverted to the Injection Well.



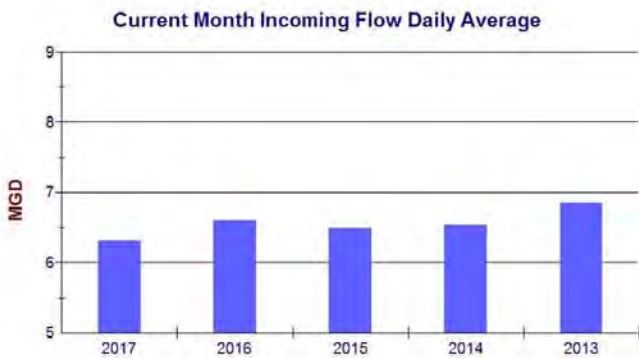
We have had another great month of no Permit exceedances.



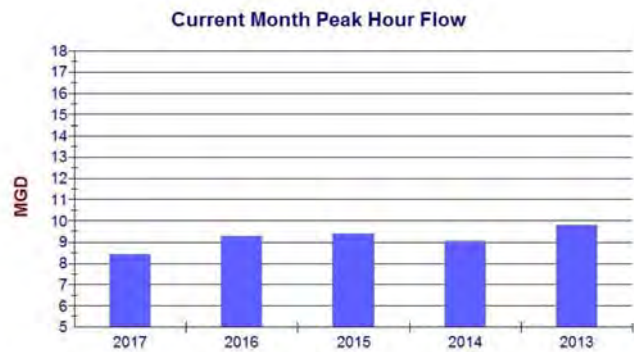
The plant total flow for the month of May was 195.90 million gallons.



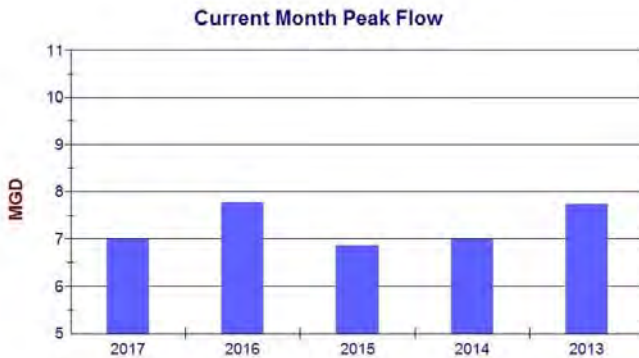
2.98 inch of rainfall was recorded at the plant site during the month of May.



The treatment plant incoming flow for the month of May averaged 6.32 MGD compared to 6.60 MGD one year ago for the same month.

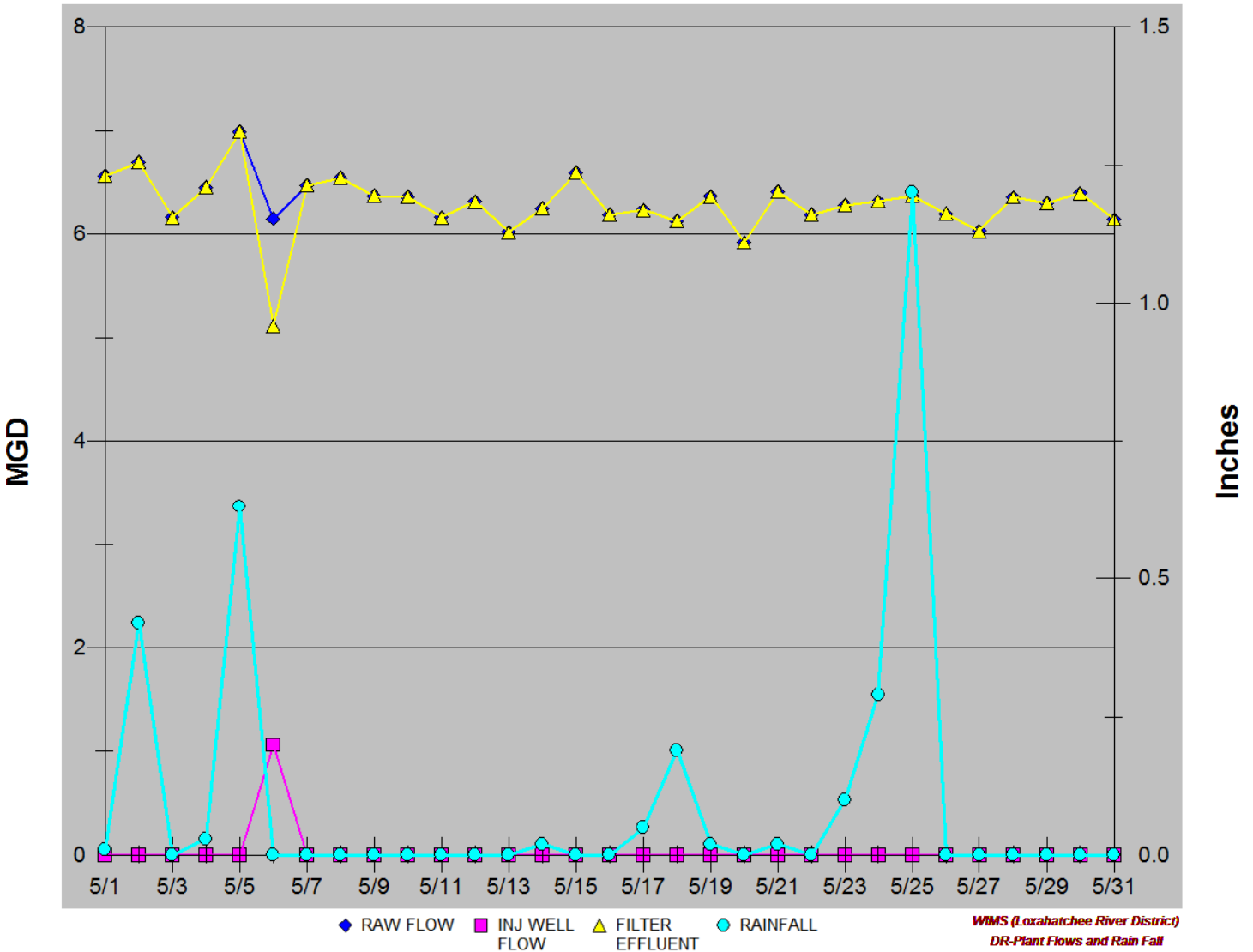


The peak hourly flow rate in May was 8.41 MGD.



The greatest single day average flow in May was 6.99 MGD.

For the month of May, the plant received 195.90 MG of influent flow of which 194.88 million gallons were sent to the IQ storage system where they were dispersed as needed to the various golf courses and the Abacoa development sites. We received 2.98 inches of rain during the month and 1.07 million gallons of blended effluent was diverted to the Injection Well. Overall, 99.48% of incoming flows was recycled for IQ use and the plant delivered 223.00 million gallons of IQ water to the Reuse customers.



Year to date, the plant recycled 91.77% of all incoming flow and the total amount of IQ water delivered to reuse customers stands at 1,047.96 million gallons.

All required monthly reporting has been submitted on time.

Safety / Compliance

SAFETY TRAINING. Training for the month of May covered Power Tool Safety. The objectives of this training allowed employees to identify the hazards of portable power tools. Employees were taught how to take precautions against injury, use proper PPE and understand safety practices for specific tools they may use.

CERTIFICATION TRAINING. Fork Lift certification training was held in the Operation's Education room to properly train and certify employees on how to operate the District's fork lift safely. This training course covered moving with and without a load, refueling procedures and pedestrian awareness techniques. Each employee completed a hands on course to evaluate their knowledge of safe operation of this valuable piece of equipment and certificates were placed in their training files.

DEP TESTING. DEP certification testing was held here at the District on the 16th and 17th. Approximately one hundred candidates from all over the state participated in this testing event.

CHLORINE DRILL. A chlorine release drill was performed with Palm Beach County Fire Rescue station #19 and the District's Operations crews.

This drill was designed to give first responders a hands-on training opportunity and also familiarize themselves with the layout of our facility.

District operators could witness and understand how first responders will react to an actual accidental chemical release scenario.



Site setup and evaluation



Entry briefing



First entry



Chlorine Kit (B) being applied to 1 ton Cl₂ container to stop release



Final decontamination procedure

Maintenance

BELOW. Maintenance is in the process of coating the interior walls of the chlorine contact chamber.



BELOW. The injection well pump is being removed and sent out for overhaul.



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

MEMORANDUM

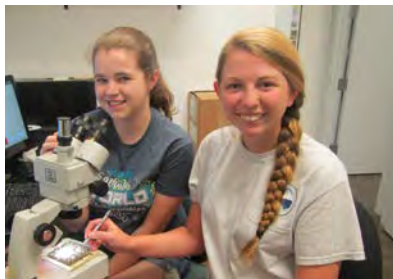
TO: Albrey Arrington, Ph.D., Executive Director
FROM: Bud Howard, Director of Information Services
DATE: June 8, 2017
SUBJECT: Monthly Governing Board Update for May 2017

WildPine Ecological Laboratory

Riverkeeper Project

District, Town of Jupiter and Jonathan Dickinson Park staff collected water quality samples from 41 monitoring sites in May. Total Nitrogen levels were excellent again this month. Chlorophyll and Total Phosphorus levels were significantly higher this month compared to April. Average chlorophyll concentrations went from 4.8 in April to 11.8 ug/L in May. Fifty percent of the stations (n=41) exceeded the chlorophyll Numeric Nutrient Criteria (NNC) for their river zone. Kitching Creek at 138th Street (Station 111 in JD Park) had the highest chlorophyll result at 88.2 ug/L, well above the state standard of 20. The poorest areas were the JD Park stations and the Southwest Creeks/Tributaries. Average phosphorus concentrations went from 0.030 in April to 0.062 mg/L in May. Seventeen percent of the stations (n=41) exceeded the Total Phosphorus NNC for their river zone. Toney Penna at Jones Creek (Station TPJ) had the highest level at 0.161 mg/L (NNC=0.075). The special study sites in the Sims/Jones Creek drainage basins continue to improve their bacteria counts. Fifty percent of the stations (n=8) were in the “poor” water quality standard for May, down from 69% in April. River’s Edge Slough (Station 107) had the highest fecal coliform levels at 2,909 MPN per 100 mL water (WQ Criteria=800). Over the next six months we will collect samples from five new stations in Sims and Jones Creeks to further explore nutrients and bacteria in those drainage basins.

New Interns



Liberty Boyd (right) is a senior at FAU Honors College in Jupiter pursuing a double major in environmental science and marine biology. Prior to coming to the Loxahatchee River District, Liberty interned in Abaco, Bahamas through The Science Exchange conducting sea turtle research. With an enormous passion for marine science, Liberty hopes to earn a Ph.D. to continue conducting her own research. You can almost always find Liberty at the beach on her days off. Carissa Martin (left) will be a freshman at Emory University in Atlanta, Georgia in the

fall and plans to double major in neuroscience and chemistry. She graduated as valedictorian from The King’s Academy, and she also works for an electrical engineer in West Palm Beach. In her free time, Carissa plays the French horn, reads, and writes.

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Reported Possible Algae Bloom

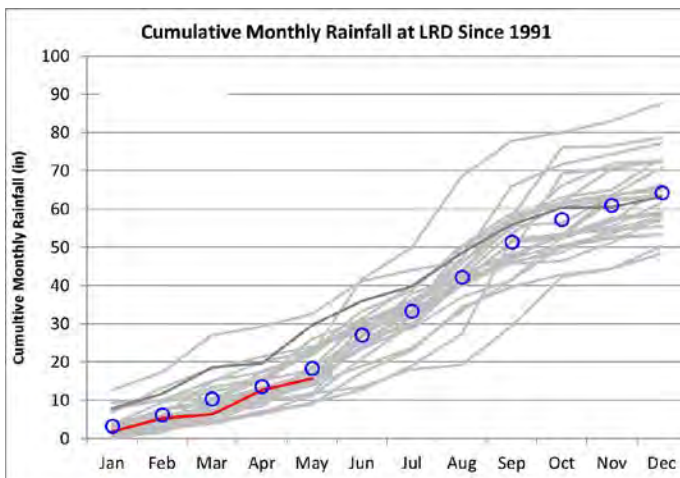
On May 10th, we received a call from a concerned citizen about a possible algae bloom in the NW Fork of the Loxahatchee River. The next morning staff collected samples and analyzed them for nitrogen, phosphorus, and chlorophyll. Concentrations were not high. We sent an algae sample DEP's laboratory for identification and toxin detection. Two algae types were present that have toxin potential, but the good news is that there were no toxins detected in the sample. DEP reports all of their algae results on their website:

<https://depnewsroom.wordpress.com/algae-bloom-sampling-results/> Click on the map then click on the point (see right) to access results pop up. There is also a table view to see information on other points around the state.



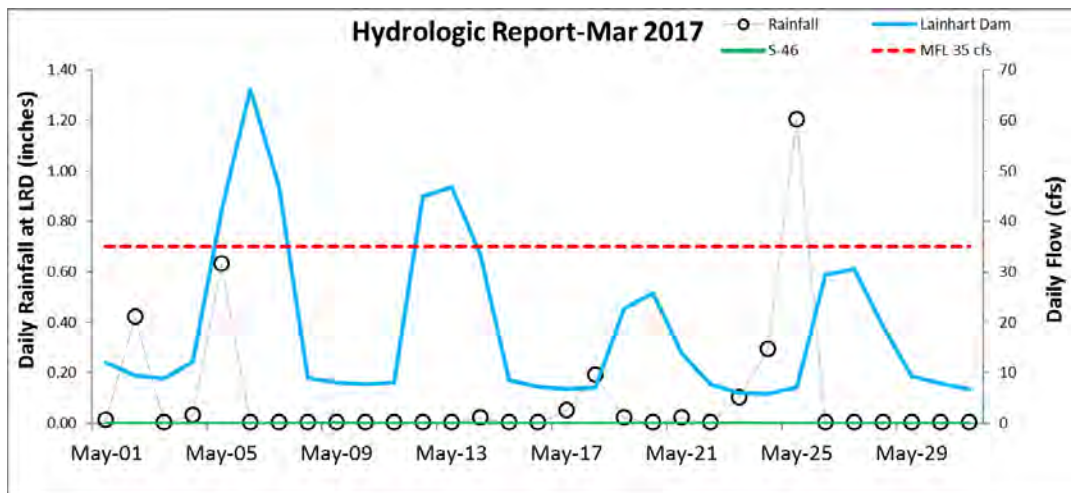
Algae Sample Collection View	
Site Visit Date and Time	5/11/2017, 9:52 AM
Sample Location	NW Fork Loxahatchee River
County	Martin
Site Visited By	STATE AGENCY
Sample Taken?	Yes
Sample Depth Description	Surface grab
Sample Depth (meters)	0.30
Analyzed By	DEP
Other Lab name	-
Comments	Light brownish green

Hydrologic and Datasonde Monitoring



Cumulative graph of annual rainfall measured at LRD. Blue circles indicate mean accumulative annual rainfall since 1991. The slightly darker gray line shown is cumulative rainfall for 2016 for comparison.

During May the watershed continued to experience drought conditions with rainfall totals again below normal. Rainfall measured at the District during May was 2.98", well below the 25 year mean of 4.5" for the month. The highest single day of rainfall measured at the District was 1.2" on May 25th which had no visible effect on river flows. For the calendar year the cumulative total rainfall is roughly 3 inches below the 25 year average (15.7" YTD vs. 18.3" average). ***The rainfall deficit in May brings us to 8 of the previous 9 months with below average monthly rainfall.*** The SFWMD is actively managing river flows to support Lainhart and Masten Dam renovations. They are alternating flows to roughly 10cfs for construction work during the weekday, then increasing flows to facilitate recreation and resaturate the basin during the weekends. We see these temporary variations in flows reflected as spikes in salinity at our datasonde stations in the NW Fork.

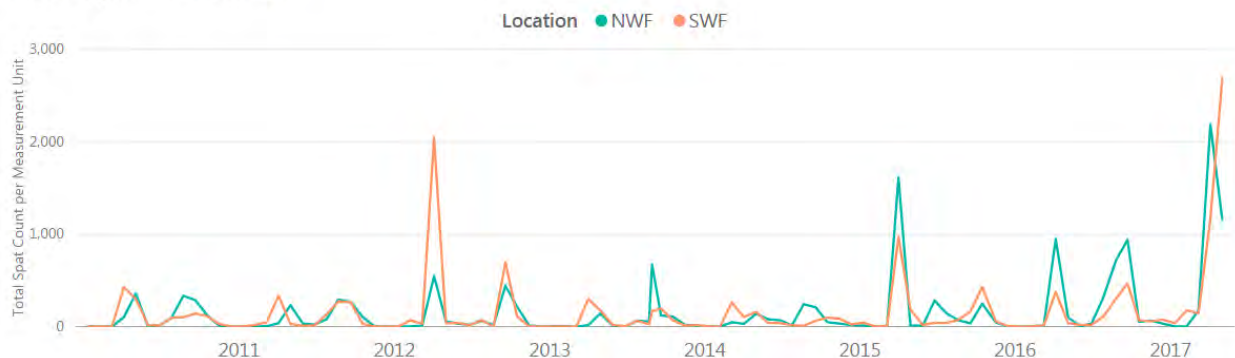


Rainfall measured at LRD along with river flow measured at Lainhart Dam and S-46 structure for the month of May. Alternating flow velocities throughout May are to support the SFWMD’s Lainhart and Masten Dam reconstruction project. Green line indicates daily flow rate through the S-46 structure.

Oyster Settlement Monitoring

The oyster settlement monitoring indicate very robust oyster spawning and recruitment at all four sites we have in the Northwest and Southwest Forks. Settlement was overall highest in the Northwest Fork which had a mean density of 11,848 spat m⁻² with a major proportion of the activity occurring at the downstream site with 22,374 spat m⁻² compared to density of 1,321 spat m⁻² at the upstream site. The Southwest Fork had less activity where mean density was 6,319 spat m⁻² with the highest settlement activity observed at the upstream site where density was 10,429 spat m⁻² compared to the downstream site density of 2,209 spat m⁻². ***This 28 day period between April 5 and May 3 marks the highest settlement density in our 10 years of monitoring oyster settlement.*** Another interesting observation is at three of the sites, the new oyster density observed on the top side of the monitoring tiles was more than double the density observed on the tile’s underside, with a maximum ratio of nearly 5:1 (36,885 to 7,862) observed at downstream Northwest Fork site. This demonstrates the utility of evaluating both sides of the tiles when studying oyster spat settlement, which was documented in our recent peer reviewed scientific publication. Typically, only the underside of an oyster shell (instead of the tile we use) is evaluated, potentially underestimating settlement potential and further supporting our innovative monitoring approach.

Larval Oyster Settlement



Volunteer Water Quality Monitoring Program



The volunteer water quality grade for May was a strong “A”. All but one site had excellent scores for all parameters. Only one station in the NW Fork had “fair” ratings because of higher than usual salinity and pH, likely a result of low river flows.

Customer Service

Payment Processing

Because of delays sending the Q2 bills (as we worked through our new delinquent account processing and new email bill sending) the Customer Service team was slammed with a record number of payments – nearly 40% more than we typically receive the month bills are due. Remarkably, the team, with some great assistance from Deb and Dianne in administration, processed over 22,700 payments, totaling more than \$3.3M, with no more than a one day backlog.

“Bot” Attack on Web Payments Page

During the evening of April 6 computer hackers used our web payments page to test nearly 50,000 stolen credit card numbers using automation to run small transactions (less than \$6 each). Upon discovery the following morning we disabled our web page then worked with our credit card processor and web programmers to add measures to prevent this type of activity and had our website back online the following day. The new preventive measures include using Google’s reCAPTCHA “I’m not a robot” interactive tests and stringent requirements on name and address matching for the credit cards. While some of our customers are frustrated by our new restrictions, they have been effective at preventing more fraudulent activity despite observed efforts. We continue to work with our credit card company to get some relief from the transaction charges.

New Delinquent Account Processing

The new delinquent account processing is fully implemented and working beautifully. We are now providing our customers instantaneous answers regarding account status, clear and consistent communications through each phase of delinquency, as well as mechanisms to bring their accounts current.

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

MEMORANDUM

TO: Governing Board
FROM: Administration Staff
DATE: June 7, 2017
SUBJECT: Consultant Payments

The following amounts have been reviewed, and approved for payment to our consultants for work performed during the prior month.

	<u>Prior Month</u>	<u>Fiscal YTD</u>
DeSantis, Gaskill, Smith & Shenkman	\$10,347.11	\$145,778.23
Arcadis	\$0	\$84,453.36
Hazen	\$37,593.66	\$297,303.29
Holtz	\$80,855.50	\$138,719.65
Mathews	\$35,469.43	\$158,139.11

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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Board Member

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Future Business

Neighborhood Sewering:

- Final Assessment-Hibiscus Ave.
- Preliminary Assessment-14100 US 1
- Turtle Creek Subsystem I, II & II I-Award of Construction Contract

Other:

- Lift Station 114 Rehabilitation construction contract
- Loxahatchee River Road Wastewater and IQ Force Main construction – waiting on permits
- Banking Services
- Master Lift Station-Award of Contract
- CCNA Engineering Services-Plant