

Karen Hoyt, Director of Finance October 17, 2018



Surplus and Disposal

- Pursuant to Chapter 274, Florida Statutes, the District has the discretion to surplus property that is obsolete or the continued use of which is uneconomical, unsafe, inefficient, or which serves no useful function
- Staff has identified items that meets this criteria and requests that they be declared surplus, and disposed of through the recommended disposal method



Listing of Items

| | Asset ID | Description | Original Cost | Acquisition Date | Recommended Disposal Method |
|-------|--------------|------------------------------------|---------------|------------------|---|
| | | | | | |
| Macl | ninery & Ed | quipment | | | |
| 1 | 07154 | Ice Machine - Top Part | 2,674.00 | 10/25/2006 | Online Auction Website/Employee Sale/Recycling Program |
| 2 | 07261 | GPS MOBILE RADIO - CS #9 | 1,405.95 | | orimine / receipt 17 epoches period of the system of 17 epoches |
| 3 | 07264 | GPS MOBILE RADIO - CS #17W | 1,405.95 | 1 1 | orimic ridecon respect suic, respensing ringram |
| Offic | ce furniture | e, fixtures & equipment | | | |
| 3 | 00799B | Crystal Ice Machine-Bottom Part | 498.00 | 9/30/1994 | Online Auction Website/Employee Sale/Recycling Program |
| 4 | 07233 | HEARTSTART FRX DEFIBRILLATOR | 1,500.75 | 8/5/2010 | |
| 5 | 07234 | HEARTSTART FRx DEFIBRILLATOR | 1,500.75 | 8/5/2010 | |
| 6 | 07292 | HEARTSTART FRx DEFIBRILLATOR | 1,327.00 | 7/9/2012 | |
| 7 | 07564 | Software-MapLogic Layout Manag | 1,200.00 | 11/17/2016 | |
| Cont | rols & Pun | nps | | | |
| 8 | CS47B | Smartcover System - Homeland Canal | 3,684.41 | 4/30/2016 | Damaged/disappeared during Hurricane Irma |
| | | | 15,196.81 | | |



Staff Recommendation

Declare listed items surplus and authorize disposal of items through the recommended disposal method effective September 30, 2018.





September 27, 2018

Board of Supervisors Lake Worth Drainage District 13081 Military Trail Delray Beach, FL 33484 951 Yamato Road • Suite 280 Boca Raton, Florida 33431 (561) 994-9299 • (800) 299-4728 Fax (561) 994-5823 www.graucpa.com

> Board Meeting - 10/17/18 Agenda Item #9 - Final

We are pleased to confirm our understanding of the services we are to provide Lake Worth Drainage District, Delray Beach, Florida ("the District") for each of the fiscal years ended September 30, 2018, 2019, 2020, 2021 and 2022. We will audit the financial statements of the governmental activities and the major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Lake Worth Drainage District for each of the fiscal years ended September 30, 2018, 2019, 2020, 2021 and 2022. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- Management's discussion and analysis
- 2. Budgetary comparison schedule for the general fund
- 3. Pension schedules, as applicable
- 4. OPEB schedules, as applicable
- 5. The related notes to the required supplementary information

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of additional information, if applicable, when considered in relation to the basic financial statements taken as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by Government Auditing Standards. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in Government Auditing Standards may not satisfy the relevant legal, regulatory, or contractual requirements.

RECEIVED

Examination Objective

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

Other Services

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for designing, implementing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits,

or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures-Internal Controls

Our audit will include obtaining an understanding of the District and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and Government Auditing Standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants, if applicable. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Very truly yours,

Audit Administration, Fees, and Other

We understand that your employees will prepare all confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Our fee for these services will not exceed \$36,000 for the September 30, 2018 audit. The fees for fiscal years 2019, 2020, 2021 and 2022 will be \$37,000, \$38,000, \$39,000, and \$40,000, respectively, unless there is a change in activity by the District which results in additional audit work or debt is issued.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

This agreement may be renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2016 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Lake Worth Drainage District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

| Grau & Associates |
|---|
| Jos Da |
| Antonio J. Grau |
| Amonio 6. Orda |
| RESPONSE: |
| This letter correctly sets forth the understanding of Lake Worth Drainage District. |
| Ву: |
| Title: |



PEER REVIEW PROGRAM

is proud to present this

Certificate of Recognition

2

Grau & Associates

For having a system of quality control for its accounting and auditing practice in effect for the year ended June 30, 2016 which has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA and which was complied with during the year then ended to provide the firm with reasonable assurance of conforming with professional standards.

Anita Ford, Chair AICPA Peer Review Board

Chapter 2: Fees

Board Meeting - 10/17/18 Agenda Item #10 - Final

2.1 FEE GUIDANCE

The required permit application fees for a project seeking a Right-of-Way Permit are to be submitted with the permit application package. The permit application will not be processed, distributed or reviewed until the required permit application fees are received by LWDD. A Right-of-Way Permit will not be issued by LWDD until all permit application requirements, including all review comments, are addressed to LWDD's satisfaction and the required one-time right-of-way usage or occupancy fees are received by LWDD.

For projects that require multiple Right-of-Way Permit types (e.g. Bridge, Drainage Outfall Connection, Sign, etc.), the Applicant can submit one application indicating each permit type being applied for. The application must include all fees based upon each Right-of-Way Permit type requested. Each permit application submittal must include a fee calculation sheet showing an itemization of the different fees paid pursuant to the individual fees shown in this fee schedule.

Upon submittal, applications will be reviewed to determine if appropriate fees were submitted. Applicants will be invoiced for any additional or unpaid fees due. Applications will not be reviewed, and permits will not be issued until all applicable fees are received by LWDD.

All application fees are non-refundable. In the event a permit application is denied, any usage fees paid will be refunded.

The LWDD may record a Notice of Permit with the Palm Beach County Clerk of Court for certain types of permits. In addition to application and usage fees, recording fees based upon current fees charged by the Palm Beach County Clerk of Court will be assessed and collected prior to permit issuance.

Permit fees will be doubled if improvements are constructed or installed without a permit or backfilled without inspection.

Some examples showing fee calculations for several different types of projects have been provided in Section 2.5 – Fee Calculation Examples.

2.2 RIGHT-OF-WAY PERMIT FEE SCHEDULE

Chapter 2 – Fees –Page 1 of 17

Chapter 2: Fees

 $\begin{array}{ccc} \underline{\textbf{Right-of-Way}} & \underline{\textbf{Permit}} & \underline{\textbf{One-Time}} \\ \underline{\textbf{Permit Types}} & \underline{\textbf{Application}} & \underline{\textbf{Right-of-Way}} \\ \underline{\textbf{Fee}} & \underline{\textbf{Usage or}} \end{array}$

Occupancy Fee

Access Gates \$ 610.00 each Not Applicable

[REF: CHAPTER 3, SECTION 3.7]

Access gates must be fabricated and installed according to LWDD approved plans and specifications.

If the applicant requests, LWDD will supply the access gate and bollards, with the following fees to be assessed:

Access Gate (including bollards) \$ 2125.00 each

The fees shown above for LWDD to supply the access gate and bollards includes all fees for LWDD to fabricate, deliver to the job site, and install the access gate and bollards as permitted. LWDD will not fabricate, deliver to the job site, or install any chain link fence material, even if permitted.

| Bridges | \$ 0.25 per S.F. | \$ 0.40 per S.F. |
|-------------------------------|-------------------|-------------------|
| [REF: CHAPTER 3, SECTION 3.1] | of bridge surface | of bridge surface |
| | (min. \$ 300.00) | (min. \$ 450.00) |

Bridge surface includes the entire length of the bridge (including the length of approach slabs) multiplied by the entire bridge width.

| Bulkheads | \$ 10.00 per L.F. | \$ 15.00 per L.F. |
|--|--|--|
| [RE: CHAPTER 3, SECTION 3.6] | of bulkhead within canal right-of-way (min. \$ 500.00) | of bulkhead within canal right-of-way (min. \$ 750.00) |
| Canal Rehabilitation [REF: CHAPTER 3, SECTION 3.5] | \$ 20.00 per L.F. of canal frontage (min. \$ 4000.00) | Not Applicable |

2.2 RIGHT-OF-WAY PERMIT FEE SCHEDULE (CONTINUED)

Chapter 2 – Fees –Page 2 of 17

Chapter 2: Fees

| Right-of-Way Permit Types | Permit Application Fee | One-Time Right-of-Way Usage or Occupancy Fee |
|-------------------------------|-------------------------------------|--|
| Culvert Crossings | \$ 9.00 per L.F. | \$ 14.00 per L.F. |
| [REF: CHAPTER 3, SECTION 3.4] | of culvert within | of culvert within |
| | canal right-of-way (min. \$ 300.00) | canal right-of-way (min. \$ 450.00) |

Culverts 200 feet or longer (as measured along the channel) are considered to be piping of a LWDD canal and will require Board approval (see Section 3.9). [REF: CHAPTER 3, SECTION 3.4]

Docks, Davits and Boat Lifts [RE: CHAPTER 3, SECTION 3.6]

| Docks | \$ 2.00 per S.F. | \$ 5.00 per S.F. |
|-------|------------------|------------------|
| | of dock surface | of dock surface |
| | within canal | within canal |
| | right-of-way | right-of-way |
| | (min. \$ 300.00) | (min. \$ 450.00) |

Dock permit application fees and one-time right-of-way usage or occupancy fees include fees to permit required erosion control such as a bulkhead or rock rubble riprap.

| Davits | \$ 300.00 per | \$ 450.00 per |
|--------|----------------|----------------|
| | davit lift arm | davit lift arm |
| | within canal | within canal |
| | right-of-way | right-of-way |

Davit permit application fees and one-time right-of-way usage or occupancy fees include fees to permit required erosion control such as a bulkhead or rock rubble riprap.

2.2 RIGHT-OF-WAY PERMIT FEE SCHEDULE (CONTINUED)

Chapter 2: Fees

Right-of-Way **Permit** One-Time Permit Types Application Right-of-Way Fee Usage or

Occupancy Fee

Docks, Davits and Boat Lifts

[RE: CHAPTER 3, SECTION 3.6] (CONTINUED)

\$ 2.00 per S.F. **Boat Lifts** \$ 5.00 per S.F.

> of boat lift of boat lift platform platform horizontal area horizontal area within canal within canal right-of-way right-of-way

(min. \$ 300.00) (min. \$ 450.00)

Boat lift permit application fees and one-time right-of-way usage or occupancy fees include fees to permit required erosion control such as a bulkhead or rock rubble riprap.

Drainage Outfall Connections \$ 500.00 per \$ 750.00 each

[REF: CHAPTER 3, SECTION 3.5] application

A drainage outfall connection is defined as that facility conveying stormwater from the internal stormwater management system to the LWDD canal beginning at and including the internal stormwater management system's discharge control structure and ending at the outfall within LWDD right-of-way. The drainage outfall connection facility includes but may not be limited to stormwater discharge control structures, swales, ditches, pipes, manholes, catchbasins, endwalls, canal berms, canal channel side slopes, and revetment for channel side slope stabilization.

Irrigation Connection \$ 6.50 per L.F. \$ 10.00 per L.F. Permits (ICP) of irrigation of irrigation [REF: CHAPTER 3, SECTION 3.8] connection pipe connection pipe and intake and intake equipment within

equipment within canal right-of-way canal right-of-way (min. \$ 300.00) (min. \$ 450.00)

2.2 RIGHT-OF-WAY PERMIT FEE SCHEDULE (CONTINUED)

One-Time Right-of-Way **Permit**

Chapter 2 – Fees –Page 4 of 17

Chapter 2: Fees

| Permit Types | Application Fee | Right-of-Way Usage or Occupancy Fee |
|--|--|--|
| Monitoring Well [REF: CHAPTER 3, SECTION 3.12] | \$ 580.00 each | \$ 870.00 each (Not Applicable for U.S.G.S. Wells) |
| Piping [REF: CHAPTER 3, SECTION 3.9] | \$ 9.00 per L.F. of piping (min. \$1,800.00) | \$ 20.00 per L.F. of piping (min. \$4,000.00) |

LWDD will not consider approval to pipe a canal unless the applicant demonstrates a substantial hardship and provides reasonable assurances that drainage works and maintenance functions will not be harmed. All requests to pipe a LWDD canal require approval by the Board of Supervisors.

Any pipe (culvert) 200 L.F. or longer installed parallel to, and within the channel of a LWDD canal shall pay an annual re-occurring right-of-way usage, or occupancy, fee of \$4.00 per L.F. for piping the LWDD canal channel. This annual re-occurring right-of-way usage, or occupancy, fee will be adjusted every five (5) years in accordance with the compounded Consumer Price Index (CPI).

Any pipe less than 200 L.F. is considered a culvert crossing and will a subject to the appropriate culvert crossing fees.

Signs \$ 610.00 each \$ 915.00 each

[REF: CHAPTER 3, SECTION 3.10]

Use of Right-of-Way as \$670.00 each Not Applicable

Temporary Access
[REF: CHAPTER 4, SECTION 4.8]

Requests for an extension of temporary access will be considered a permit extension and permittees will be charged accordingly. (See Section 2.3 - General Permit Fees.)

2.2 RIGHT-OF-WAY PERMIT FEE SCHEDULE (CONTINUED)

Right-of-Way
Permit Types
Permit Types
Permit Types
Application
Right-of-Way

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Chapter 2: Fees

| | <u>Fee</u> | <u>Usage or</u> <u>Occupancy Fee</u> |
|--------------------------------|------------------|---|
| Utility Lines Running Parallel | \$ 2.00 per L.F. | \$20.00 per L.F. |
| To Canal Channel | of utility line | of utility line |
| (Including Reclaimed | within canal | within canal |
| (Re-Use) Water Lines) | right-of-way | right-of-way |
| [REF: CHAPTER 3, SECTION 3.11] | (min. \$ 300.00) | (min. \$ 450.00) |

With the exception of reclaimed (re-use) water lines, each utility line installed within canal right-of-way and running parallel to the canal channel shall pay an annual re-occurring right-of-way usage, or occupancy, fee of \$4.00 per L.F. for the portion of the utility line is running parallel within the LWDD canal right-of-way. This annual re-occurring right-of-way usage, or occupancy, fee will be adjusted every five (5) years in accordance with the compounded Consumer Price Index (CPI).

Two (2) utility lines running parallel, within the canal right-of-way, ten feet or less apart and constructed at the same time, will be considered as one line.

Utility Lines Running (Crossing)
Perpendicular
To Canal Channel

[REF: CHAPTER 3, SECTION 3.11]

| Aerial Crossing | \$ 16.00 per L.F. | \$ 24.00 per L.F. |
|------------------|-------------------|-------------------|
| (Pile Supported) | of utility line | of utility line |
| | within canal | within canal |
| | right-of-way | right-of-way |
| | (min. \$ 300.00) | (min. \$ 450.00) |

2.2 RIGHT-OF-WAY PERMIT FEE SCHEDULE (CONTINUED)

| Right-of-Way | <u>Permit</u> | One-Time |
|--------------|--------------------|--------------|
| Permit Types | Application | Right-of-Way |

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Chapter 2: Fees

| | <u>Fee</u> | <u>Usage or</u> <u>Occupancy Fee</u> |
|--|--|--|
| Utility Lines Running (Crossing) Perpendicular To Canal Channel (Continued) [REF: CHAPTER 3, SECTION 3.11] | | |
| Attached-to-Bridge Crossing | \$ 8.50 per L.F. of utility line within canal right-of-way (min. \$ 300.00) | \$ 13.00 per L.F. of utility line within canal right-of-way (min. \$ 450.00) |
| Pole-to-Pole Crossing | \$ 8.00 per L.F. of utility line within canal right-of-way (min. \$ 300.00) | \$ 12.00 per L.F. of utility line within canal right-of-way (min. \$ 450.00) |
| Subaqueous Crossing (Directional Bore Or Jack and Bore) | \$ 8.50 per L.F. of utility line within canal right-of-way (min. \$ 300.00) | \$ 13.00 per L.F. of utility line within canal right-of-way (min. \$ 450.00) |
| Subaqueous Crossing - Open Channel (Dry Installation - Buried Under Bottom Of Canal Channel) | \$ 13.50 per L.F. of utility line within canal right-of-way (min. \$ 300.00) | \$ 21.00 per L.F. of utility line within canal right-of-way (min. \$ 450.00) |

2.2 RIGHT-OF-WAY PERMIT FEE SCHEDULE (CONTINUED)

 $\begin{array}{ccc} \underline{Right\text{-of-Way}} & \underline{Permit} & \underline{One\text{-Time}} \\ \underline{Permit} \ \underline{Types} & \underline{Application} & \underline{Right\text{-of-Way}} \end{array}$

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Chapter 2: Fees

| | <u>Fee</u> | <u>Usage or</u> <u>Occupancy Fee</u> |
|---|---|--|
| Underground Crossing (Under or Over Existing Culvert) | \$ 8.00 per L.F. of utility line within canal right-of-way (min. \$ 300.00) | \$ 12.00 per L.F. of utility line within canal right-of-way (min. \$ 450.00) |
| Utility Pole or Mastarm Installation [REF: CHAPTER 3, SECTION 3.11] | \$ 710.00 each pole or mastarm within canal right-of-way | \$ 1065.00 each pole or mastarm within canal right-of-way |

All Other Right-of-Way
Authorizations
(Requests for all other
right-of-way uses require
Board approval)

LWDD does not permit right-of-way uses not listed in the fee schedule shown in this Operating Policies manual (e.g. parallel fences, structures, landscaping, bike paths). Applicants requesting an alternative use or a use of the right-of-way other than the uses established in this Operating Policies manual (variance) must submit an application, with applicable application fees, for staff review and consideration by the Board of Supervisors. Applicants must demonstrate a substantial hardship or a public purpose and must provide assurances that drainage works and maintenance functions will not be harmed. If approved by the Board of Supervisors, applicable permit and right-of-way usage (one-time and/or annual) fees will be applied and must be submitted prior to permit issuance. Application fees are non-refundable.

2.2 RIGHT-OF-WAY PERMIT FEE SCHEDULE (CONTINUED)

 $\begin{array}{ccc} \underline{\text{Permit}} & \underline{\text{One-Time}} & \underline{\text{Annual Re-Occurring}} \\ \underline{\text{Application}} & \underline{\text{Right-of-Way}} & \underline{\text{Right-of-Way}} \end{array}$

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Chapter 2: Fees

| <u>Fee*</u> | <u>Usage or</u> <u>Occupancy Fee</u> | <u>Usage or</u> <u>Occupancy Fee**</u> |
|-------------------------------|---|---|
| Linear Uses \$ 500.00 each | Linear Uses \$ 20.00 per L.F. (min. \$ 1500.00) | Linear Uses \$ 4.00 per L.F. (min. \$ 500.00) |
| Area Uses \$ 500.00 each | Area Uses \$ 5.00 per S.F. (min. \$ 1500.00) | Area Uses \$ 0.10 per S.F. (min. \$ 500.00) |

^{*} This \$500.00 permit application fee is non-refundable and is required to request approval from the LWDD Board of Supervisors (Board) for uses of the right-of-way other than the uses established in this Operating Policies manual.

In lieu of payment of the one-time right-of-way usage or occupancy fee, mitigation may be considered. The Applicant must demonstrate this mitigation to benefit the mission of LWDD.

2.3 GENERAL PERMIT FEES

Permit fees will be doubled if improvements are constructed or installed without a permit or backfilled without inspection.

Minor Permit Modification(s)

\$300.00

^{**} Each of these other right-of-way authorizations approved shall pay the annual reoccurring right-of-way usage, or occupancy, fee shown above for that portion of the LWDD canal right-of-way being used or occupied. This annual re-occurring right-of-way usage, or occupancy, fee will be adjusted every five (5) years in accordance with the compounded Consumer Price Index (CPI).

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Minor modifications and/or revisions made may be requested by the Applicant after the issuance of a Permit. Major modifications and/or revisions will be considered new permit applications and will be subject to the current fee schedule.

Permit Transfer - Ownership

\$300.00

Requests for permit transfer for change of property ownership or to transfer operation/management responsibilities must be submitted within 90 days of purchase of property by new owner or assumption of operation/management responsibilities to a new entity. A new application and applicable permit fees will be required beyond this timeframe.

Conversion and Permit Transfer of Permit - Construction Phase to Operation Phase \$300.00

Requests for permit conversion and transfer from construction phase to operation phase must be submitted within 90 days after LWDD has issued a Final Acceptance to the current property owner.

Permit Extension \$300.00

Requests to extend a permit must be submitted prior to permit expiration; otherwise, permittee may be required to submit a new permit application subject to applicable permit fees.

Administrative Processing Fees

Permits requiring additional administrative work or legal review may be charged additional processing fees based upon the following rates:

| Clerical | \$ 35.00/hour |
|-----------------|---------------|
| Financial | \$ 55.00/hour |
| Legal Assistant | \$ 45.00/hour |
| Technical | \$ 65.00/hour |
| Attorney's Fees | \$225.00/hour |

2.3 GENERAL PERMIT FEES (CONTINUED)

Record Copy Fees

Requests for printed copies of permits, engineering plans or other associated correspondence will be subject to the following charges:

Chapter 2: Fees

| Photocopy Fees | \$ 0.15/one-sided 11" x 17" |
|------------------------|-------------------------------|
| | or smaller |
| | \$ 0.20/two-sided 11" x 17" |
| | or smaller |
| Engineering Plans | \$ 1.00/copy one-sided larger |
| Black & White | than 11" x 17" |
| Engineering Plans | \$ 5.00/copy one-sided larger |
| Color | than 11" x 17" |
| CD/DVD | \$ 10.00/disk |

Recording Fees

The LWDD may record a Notice of Permit with the Palm Beach County Clerk of Court for certain types of permits. In addition to the application and usage fees, recording fees based upon current fees charged by the Palm Beach County Clerk of Court will be assessed and collected prior to permit issuance.

2.4 OTHER FEES

Quit Claim Deed for release of LWDD interests in real estate [REF: CHAPTER 5, SECTION 5.5] \$ 250.00 each

Additional fees, such as attorney's fees, recording fees, etc. may apply (See Section 2.4 – General Permit Fees). Also fair-market value of right-of-way interests may apply (See Sections 5.1 and 5.5).

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Chapter 2: Fees

Quit Claim Deed for release of canal reservations

[REF: CHAPTER 5, SECTION 5.4]

Additional fees, such as attorney's fees, recording fees, etc. may apply (See Section 2.4 – General Permit Fees).

| Less than 100 acres | \$ 250.00 each |
|---------------------|-------------------|
| 100 to 217 acres | \$ 350.00 each |
| More than 217 acres | \$ 500.00 each |

Quit Claim Deed for release of oil/mineral reservations or release of exploration rights

[REF: CHAPTER 5, SECTION 5.4]

Additional fees, such as attorney's fees, recording fees, etc. may apply (See Section 2.4 – General Permit Fees).

| Less than 10 acres | \$ 250.00 each |
|----------------------|----------------|
| 10 acres to 75 acres | \$ 350.00 each |
| More than 75 acres | \$ 500.00 each |

Agreement Reinstatement Fee or Agreement Extension Fee

The fee required to reinstate \$1000.00 each or extend Agreements

Petition for Annexation \$ 500.00/Petition

Service Agreement \$ 500.00/Agreement

In addition to the required recording fees and attorney's fees

2.4 OTHER FEES (CONTINUED)

Temporary Easements for Ingress/Egress

One-time processing fee \$ 480.00 each

[REF: CHAPTER 5, SECTION 5.3]

Recording fees for Permits,

Agreements, Conveyance Current fees charged by the Palm

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Documents, etc.

Beach County Clerk of Court



Example 1 Stormwater Management System with One (1) Drainage Outfall Connection and One (1) 112-Foot Culvert Crossing

Project Description: An application is received requesting a right-of-way permit for one (1) drainage outfall connection within LWDD right-of-way from an internal stormwater management system. In addition, a 112-foot culvert crossing of a LWDD canal is proposed. One application may be submitted noting both items (drainage outfall connection and culvert crossing), but fees associated with each item must be submitted and itemized by the applicant.

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Fee Calculation:

| Right-of-Way Permit | | |
|--|---|----------------|
| for one drainage outfall connection into LWDD | | |
| right-of-way | | |
| Drainage Outfall Connection permit application | | |
| fee at \$500.00 per connection | = | \$ 500.00 |
| Drainage Outfall Connection one-time | | |
| right-of-way usage or occupancy fee at | | |
| \$750.00 per connection | = | \$ 750.00 |
| AND | | |
| for a 112-foot culvert crossing of a LWDD | | |
| canal | | |
| Culvert crossing permit application fee | | |
| 112 L.F. at \$9.00 per L.F. | = | \$ 1,008.00 |
| Culvert crossing one-time right-of-way usage | | |
| or occupancy fee 112 L.F. at | | |
| \$14.00 per L.F. | = | \$ 1,568.00 |
| TOTAL RIGHT-OF-WAY PERMIT FEE | = | \$ 3,826.00 |

2.5 FEE CALCULATION EXAMPLES (CONTINUED)

Example 2 Parallel Utility Line and Poles

Project Description: A 1200 linear foot electric distribution line running parallel within the LWDD right-of-way using 24 poles (poles are also in the LWDD right-of-way).

Fee Calculation:

Right-of-Way Permit for 1200 L.F. of parallel utility line installation

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| within LWDD right-of-way | | |
|--|---|--------------|
| Parallel utility line permit application fee | | |
| 1200 L.F. at \$2.00 per L.F. | = | \$ 2,400.00* |
| Parallel utility line one-time right-of-way | | |
| usage or occupancy fee 1200 L.F. | | |
| at \$20.00 per L.F. | = | \$24,000.00* |
| AND | | |
| for 24 utility poles running parallel within | | |
| LWDD right-of-way | | |
| Utility pole permit application fee | | |
| 24 utility poles at \$710.00 per pole | = | \$17,040.00 |
| Utility pole one-time right-of-way usage or | | |
| occupancy fee 24 utility poles at | | |
| \$1065.00 per pole | = | \$25,560.00 |
| TOTAL RIGHT-OF-WAY PERMIT FEE | = | \$69,000.00 |
| PLUS | | |
| *AN ANNUAL RIGHT-OF-WAY USAGE FEE | | |
| | | |

*AN

(To be paid annually on the anniversary of the date of permit issuance beginning one year after the date of permit issuance and each year thereafter)

*The annual (or re-occurring) right-of-way use, or occupancy, fee for the parallel utility line portion, or 1200 L.F., at \$4.00 per L.F.

This annual usage fee is to be adjusted every five (5) years using the compounded Consumer Price Index (CPI).

\$ 4,800.00

2.5 FEE CALCULATION EXAMPLES (CONTINUED)

Example 3

Roadway with Multiple Seven (7) Drainage Outfall Connection and Nine (9) 120-Foot Culvert Crossings

Project Description: A new five-mile roadway project with seven (7) drainage outfall connections and culvert crossings of nine (9) LWDD canals. The crossings consist of culverts each measuring 120 L.F.

Fee Calculation:

Right-of-Way Permit

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for seven (7) drainage outfall connections into LWDD right-of-way

Drainage Outfall Connection permit application fee at \$500.00 per connection

= \$ 3,500.00

Drainage Outfall Connection one-time right-of-way usage or occupancy

fee at \$750.00 per connection = \$ 5,250.00

AND

for nine (9) 120-foot culvert crossings of LWDD canals

Culvert crossing permit application fee 120 L.F. at \$9.00 per L.F. for nine culvert crossings

= \$ 9,720.00

Culvert crossing one-time right-of-way usage or occupancy fee 120 L.F. at \$14.00 per L.F. for nine culvert

crossings = \$15,120.00 **TOTAL RIGHT-OF-WAY PERMIT FEE** = \$33,590.00

2.5 FEE CALCULATION EXAMPLES (CONTINUED)

Example 4 Bridge Crossing LWDD Canal Right-of-Way

Project Description: A new bridge crossing LWDD canal right-of-way with a surface area of 6,440 S.F. (56 feet wide total bridge cross section by 115 feet long within LWDD right-of-way, including approach slabs and any portion of road within LWDD right-of-way)

Fee Calculation:

Right-of-Way Permit

for bridge crossing LWDD canal right-of-way Bridge permit application fee at \$0.25 per S.F.

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| of bridge surface for bridge with 6,440 | | |
|---|---|-------------|
| S.F. within LWDD right-of-way | = | \$ 1,610.00 |
| Bridge one-time right-of-way usage or | | |
| occupancy fee at \$ 0.40 per S.F. of | | |
| bridge surface for bridge with | | |
| 6,440 S.F. within LWDD right-of-way | = | \$ 2,576.00 |
| TOTAL RIGHT-OF-WAY PERMIT FEE | = | \$ 4,186.00 |



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3.5 Drainage Outfall Connections

3.5.1

LWDD will issue a Right-of-Way Permit for a drainage outfall connection to its right-of-way if the applicant meets all applicable LWDD criteria and as long as the applicant provides written authorization from either the South Florida Water Management District (SFWMD) or the Florida Department of Environmental Protection (FDEP) complying with all applicable provisions of Part IV of Chapter 373, Florida Statutes, as well as applicable management and storage of surface water rules pursuant to current Chapter 62-330, Florida Administrative Code. Note, pursuant to Part IV of Chapter 373, Florida Statutes the applicant must include submergence calculations with the design information provided to SFWMD or FDEP for approval of the proposed stormwater management system.

3.5.2

A drainage outfall connection is defined as that facility conveying stormwater from the internal stormwater management system to the LWDD canal beginning at and including the internal stormwater management system's discharge control structure and ending at the outfall within LWDD right-of-way. The drainage outfall connection facility includes but may not be limited to stormwater discharge control structures, swales, ditches, pipes, manholes, catchbasins, endwalls, canal berms, canal channel side slopes, and revetment for channel side slope stabilization.

3.5.3

Canal rehabilitation work may be required for projects being proposed on properties that are either immediately adjacent to, crossing, or hydraulically connected to a LWDD canal (see Section 3.5.12).

3.5.4

For projects that are proposed on properties that are either immediately adjacent to, crossing or hydraulically connected to a LWDD canal, additional canal right-of-way may be required from the adjacent property. The amount of additional canal right-of-way that is needed is to be determined from review of submitted acceptable cross sections of the existing canal (see Section 3.5.10.1 – Canal Cross Sections) during the Palm Beach County Development Review Officer (DRO) process or other zoning/site plan approval process through the appropriate municipality (see Section 5.2 – Development Review Process). The conveyance to LWDD of any required additional canal right-of-way must be finalized prior to site plan approval.

3.5.5

Drainage outfall connection discharge pipes shall be sized to provide the required hydraulic capacity but must be at least eighteen (18) inches in diameter.

3.5.6

Invert of the discharge orifice shall be no lower than the maintained elevation of the LWDD canal. The minimum orifice shall be triangular, with a six (6) inch base and a six (6) inch height. The triangular orifice shall be inverted to simulate a V-notch weir at low stages.

3.5.7

An emergency, or operable, control type structure may be authorized by SFWMD or FDEP in accordance with LWDD operating policies. An emergency control type

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structure is a discharge control structure that has been designed and constructed so that it can temporarily be "opened" to allow more stormwater than authorized, under normal storm event conditions, to be discharged from an internal stormwater management system into a LWDD canal, for a very short period. The "opening" of an emergency (discharge) control type structure is typically accomplished through a screw gate weir or some other mechanism and must be authorized by LWDD each time it is opened. The "opening" of an emergency (discharge) control type structure will typically be authorized by LWDD only to address extreme storm event conditions, such as a tropical storm or a hurricane. Any emergency control type structure(s) shall always remain closed unless specific written approval is granted by LWDD for its operation. At no time, shall the structure(s) be operated to bypass the water quality detention requirements for the project or to lower the lake levels below the permitted control elevation for the project. If for whatever reason it is determined that the Permittee is not complying with the directives of the LWDD, and/or is operating the structure(s) contrary to their intended purpose as an emergency outflow, the structure(s) shall be modified by LWDD to render the emergency structure(s) inoperable. In addition, the emergency structure(s) shall be equipped with a lock mechanism to prevent its unauthorized use, and a staff gauge shall be installed upstream of the structure(s) so that lake levels within the project can be quickly determined. By issuance of this permit, the Permittee and/or assigns agree to allow LWDD to ingress/egress and render the emergency portion of the structure(s) inoperable for non-compliance or to prevent potential or actual unacceptable adverse impacts. Also, by issuance of this permit, the Permittee and/or assigns agree to notify LWDD upon receipt of a Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity from the South Florida Water Management District.

3.5.8

All waters discharged into the LWDD's canal system shall meet water quality standards in accordance with the laws of the State of Florida and the United States Federal Government.

3.5.9 Surface Water Elevations

3.5.9.1 Maintained Water Surface Elevation

This refers to typical maintained average elevation of the water in each canal. It varies little during normal times, since minor rainfall can be controlled or released, and during a short dry period the water in some areas can be replenished by pumping. However, surface water elevations may fluctuate due to droughts or heavy rainfall events.

3.5.9.2

LWDD encourages applicants to discuss each area and receiving waters with a member of LWDD's staff prior to finalizing drainage plans.

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3.5.10 Permit Application Notes

3.5.10.1 Canal Cross Sections

For projects that are proposed on properties that are either immediately adjacent to, crossing or hydraulically connected to a LWDD canal, LWDD may require additional right-of-way based on the actual location of the existing canal. LWDD can only determine the need for additional right-of-way by reviewing signed and sealed cross sections of the existing canal. Conveyances to LWDD shall be by Warranty Deed or Exclusive Perpetual Easement.

Also, canal rehabilitation work may be required for projects on properties that are either immediately adjacent to, crossing, or hydraulically connected to a LWDD canal. This will require review by LWDD of the signed and sealed cross sections of the existing canal.

For each applicable existing LWDD canal, the applicant or petitioner must provide two sets of current canal cross sections signed and sealed by a professional surveyor and mapper licensed in the State of Florida. The canal cross sections will be used to determine if LWDD will require the applicant or petitioner to convey any right-of-way to LWDD. Canal cross sections at 300-foot intervals are to be provided for each canal, including at each end of the portion of the project that fronts the canal. A minimum of three canal cross sections for each canal are to be provided. The canal cross sections are to show, label and dimension at least the following:

- (a) channel bottom elevation and width:
- **(b)** location and elevation of each toe-of-slope and each top-of-bank;
- (c) existing canal right-of-way lines;
- (d) existing land lines (such as section lines, quarter-section lines, or platted block lines and tract lines within platted subdivisions, e.g., THE PALM BEACH FARMS CO. PLAT NO. 3);
- (e) property lines of subject parcel;
- (f) all easements within the limits of the canal cross-section; and
- (g) existing ground elevations to a point 50 feet beyond the existing top-ofbanks on each side of the channel or to a point 25 feet outside of the existing canal right-of-way lines on each side of the channel, whichever is greater, including all features that may be relevant (e.g. buildings, edges of pavement, curbs, sidewalks, guardrails and ground grade breaks).

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Note: Each cross section is to include enough surveyed points such that the existing canal is accurately depicted.

Canal cross sections are also to be provided at each end of every culvert that exists within the limits of the project for each applicable LWDD canal, with the existing culvert (including existing culvert invert elevations) shown in cross-sectional view depicted on the appropriate canal cross-section.

The cross sections are to be shown at a scale of 1 inch equals 10 feet, both horizontal and vertical, for canals with a total of 100 feet (or less) of required right-of-way width (including both heavy and light canal maintenance berms), or 1 inch equals 20 feet, both horizontal and vertical, for canals with a total of more than 100 feet of required right-of-way width (including both heavy and light canal maintenance berms). A statement must be included on the canal cross sections that the vertical datum used for the cross sections is either the National Geodetic Vertical Datum of 1929 (NGVD 29) or the North American Vertical Datum of 1988 (NAVD 88), and if the NAVD 88 vertical datum has been used, a conversion factor between the NGVD 29 vertical datum and the NAVD 88 vertical datum for the locations where the cross sections were taken, must be provided. A plan view must be provided that shows how the cross sections are oriented. The cross sections must be shown, in cross-sectional view, looking from west to east or from south to north, with the north or west right-of-way respectively being on the left side of each cross section shown.

The requested information must be submitted to LWDD in both hardcopy format and Portable Document Format (PDF) files that are directly exported from an AutoCAD drawing.

NOTE: Canal cross sections are valid for a two-year period. After that time, current canal cross sections will be required for review by LWDD. Based upon review of current canal cross-sections, the applicant or petitioner may be required to reconstruct or reshape the existing canal, in addition to conveying right-of-way to LWDD.

3.5.10.2 Vertical Datum Used for Design Plans

Plans submitted to LWDD must clearly depict the vertical datum being used for the elevations shown on the plans. Since the LWDD stormwater conveyance system is based upon the National Geodetic Vertical Datum of 1929 (NGVD 29), if the elevations shown on the submitted plans are based upon the North American Vertical Datum of 1988 (NAVD 88), a conversion factor between the NAVD 88 vertical datum and the NGVD 29 vertical datum must be clearly shown on the plans.

3.5.10.3

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Construction dewatering will require separate SFWMD written approval and LWDD written approval prior to discharge into the canal system. LWDD will issue written approval for construction dewatering only after the applicant, engineer or contractor has provided LWDD with a copy of SFWMD's written approval for the construction dewatering.

3.5.10.4

Conversion and Transfer of a Right-of-Way – Drainage Outfall Connection Permit from Construction Phase to Operation Phase

When the project construction is completed and LWDD issues a Final Acceptance the current property owner is required to convert and transfer the existing Right-of-Way Permit from the Construction Phase to the Operation Phase and also identify the Perpetual Operation and Maintenance Entity by submitting to LWDD a completed Conversion and Transfer Right-of-Way Permit from Construction Phase to Operation Phase form, using the appropriate form, along with the required Permit Conversion and Transfer – Construction Phase to Operation Phase fee. See the Appendix of this Operating Policies Manual for the Conversion and Transfer of Right-of-Way Permit from Construction Phase to Operation Phase form.

3.5.10.5

Transfer of Ownership of Right-of-Way - Drainage Outfall Connection Permit

When ownership of property that has an existing, valid LWDD Right-of-Way – Drainage Outfall Connection Permit is changed, and the permitted site design is not being altered, the new owner shall request a Transfer of Ownership of Right-of-Way – Drainage Outfall Connection Permit by completing and submitting a fully executed Request of Transfer of Ownership of Right-of-Way – Drainage Outfall Connection Permit, using the appropriate form, along with the required Permit Transfer of Ownership fee. See the Appendix of this Operating Policies Manual for the Request of Transfer of Ownership of Right-of-Way – Drainage Outfall Connection Permit form. If the permitted drainage outfall connection is to be altered, the new owner shall submit either a completed new permit application or request a permit modification, depending upon the degree of alteration. Contact LWDD for a determination as to whether the modification is minor enough to warrant a permit modification or if the modification is major and requires a new permit.

3.5.11 Special Conditions That May Be Included On Permit

In addition to the standard general conditions on a LWDD Right-of-Way Permit the following special conditions may be included on the permit issued for a drainage outfall connection.

[Note: These special conditions are not totally inclusive. Additional special conditions may be required based upon the circumstances of the project.]

3.5.11.1

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This permit authorizes the installation of a Drainage Outfall Connection to LWDD right-of-way from the proposed internal stormwater management system discharge control structure to the outfall within LWDD right-of-way and ______ as represented on the application, plans and/or specs submitted by [authorized agent] on [DATE Final Plans Received].

If applicable, pursuant to the approved plans, the permittee shall reconstruct canal(s) to approved design section along and adjacent to the project's limits, including clearing and proper sloping of the maintenance berms. The cleared canal berms and side slopes shall be stabilized. The type of stabilization shall be approved by LWDD. This construction shall be completed prior to any building activity adjacent to LWDD rights-of-way. Please be advised that any fill material scheduled to be removed from the canal may not be relied on for site work.

3.5.11.3

If applicable, pursuant to the approved plans, the emergency control type structure(s) shall always remain closed unless specific written approval is granted by LWDD for its operation. At no time, shall the structure(s) be operated to bypass the water quality detention requirements for the project or to lower the lake levels below the permitted control elevation for the project. If for whatever reason it is determined that the permittee is not complying with the directives of the LWDD, and/or is operating the structure(s) contrary to their intended purpose as an emergency outflow, the structure(s) shall be modified by LWDD to render the emergency structure(s) inoperable. In addition, the emergency structure(s) shall be equipped with a lock mechanism to prevent its unauthorized use, and a staff gauge shall be installed upstream of the structure(s) so that lake levels within the project can be quickly determined. By issuance of this permit, the Permittee and/or assigns agree to allow LWDD to ingress/egress and render the emergency portion of the structure(s) inoperable for non-compliance or to prevent potential or actual unacceptable adverse impacts. Also, by issuance of this permit, the Permittee and/or assigns agree to notify LWDD upon receipt of a Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity from the South Florida Water Management District.

3.5.11.4

If authorized pursuant to the approved plans, permittee is to construct any sidewalk or pathway that is proposed within LWDD's rights-of-way with sixinch (6") thick concrete, or to meet LWDD approved alternate loading and material(s). The LWDD will not be held responsible or liable for any damage to the sidewalk or pathway resulting from LWDD operations and maintenance procedures, or any property damage or personal injury resulting from any sidewalk or pathway damage. All repairs are to be the responsibility of the permittee.

3.5.11.5

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Permittee shall restore LWDD's right-of-way to its original or better condition where disturbed by construction activity.

3.5.11.6

At the time of installation, a permanent benchmark shall be established at 2nd order, class II or better on top of the control structure(s) with the elevation <u>clearly defined</u>, pursuant to the National Geodetic Survey standards and requirements for leveling.

3.5.11.7

Where improvements are erected on lots or parcels contiguous to LWDD canals, the permittee shall install gutters and downspouts eliminating surplus water overland flow, assuring the route of said water into the on-site drainage facility and/or storm sewer system.

3.5.11.8

All underground utility installations in LWDD rights-of-way must have a minimum depth (cover) of thirty-six inches (36") unless an alternate design is approved. All underground utilities placed within LWDD's canal rights-of-way must be identified with LWDD approved permanent witness markers identifying utility type and location.

3.5.11.9

Permittee agrees that the stormwater discharge authorized by this permit shall comply with all applicable provisions of Part IV of Chapter 373, Florida Statutes, as well as applicable management and storage of surface water rules pursuant to current Chapter 62-330, Florida Administrative Code. All costs of correcting any violations shall be the exclusive obligation of permittee.

3.5.11.10

The Permittee, LWDD approved assignees, and/or successors in title agree to operate and maintain the system/facility in perpetuity, including correction of any damages caused because of this installation. Pursuant to General Conditions of this permit, the Permittee agrees that the transfer of any rights, title or interests of the property or facility ownership referenced in this permit herein shall require a transfer of this permit.

3.5.11.11

In the event it becomes necessary for LWDD to expand or further utilize its facilities within its right-of-way, the permittee shall after reasonable notice (the same not to exceed sixty (60) days), effect such removal of the permitted facility as LWDD may reasonably require from time to time so as to allow and not delay LWDD canal or right-of-way improvements and further, the Permittee shall maintain in good safe operating condition the facility permitted and involved herein.

3.5.11.12

Permittee may, at its sole expense, modify the facility involved and installed herein under the condition that same does not unreasonably interfere with LWDD's use of its right-of-way and under the condition that the plans and specifications for such modification have been permitted by LWDD through application of a permit modification.

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Chapter 3: Engineering & Permitting Requirements

3.5.11.13

It shall be the responsibility of the Permittee or Permittee's contractor(s) installing the above described facility to maintain the continuous uninterrupted free flow of water in the canal. It shall further be the duty of the Permittee to obtain the approval of LWDD for any construction methods, which would be contrary to the above. The Permittee shall also be responsible for the installation of silt screens and/or turbidity barriers as necessary to maintain the clarity of the water. PERMITTEE'S FAILURE TO COMPLY WITH WRITTEN NOTICE OF A VIOLATION OF THE CONDITIONS OF THIS **PERMIT** SHALL. AFTER FIVE (5)WORKING AUTOMATICALLY WITHOUT FURTHER NOTICE VOID THIS PERMIT, BUT NOT THE PERMITTEE'S LIABILITY INVOLVED HEREIN. ANY BOND CONDITIONED BY THIS PERMIT SHALL BE UTILIZED FOR THE RESTORATION OF ANY DAMAGES DONE TO THE CANAL RIGHT-OF-WAY BY THE PERMITTEE OR THE PERMITTEE'S CONTRACTOR(S).

3.5.11.14

This permit is issued based on the applicant's submitted information which reasonably demonstrates that no adverse water resource related impacts will be caused by the completed permit activity. Should it be determined that adverse impacts caused by the completed surface water management system have taken place, including the discharge of nutrient concentrations to canals that cause an imbalance in natural populations of aquatic flora and fauna, then LWDD shall require the permittee to develop a source control plan [i.e. consisting of chemical treatment and/or implementation of best management practices (BMPs)]. Additionally, LWDD may require the permittee to modify the permit to implement components of the source control plan.

3.5.11.15

If required by LWDD, permittee has provided a bond in favor of LWDD in the amount of 110% of the cost of the permitted facility and its installation. Bond will be released upon issuance of final inspection by LWDD and Permittee's submittal of record drawings/project certification to LWDD. The cost will be based upon an estimate prepared and signed and sealed by a professional engineer registered in the State of Florida.

3.5.12 Conditions upon which Canal Rehabilitation Work within LWDD Right(s)-of-Way May be Required of a Petitioner or an Applicant

Canal rehabilitation work may be required for projects that are proposed on properties that are either immediately adjacent to, crossing or hydraulically connected to a LWDD canal. Required canal rehabilitation work may include removal of vegetative encroachments, removal of structural and non-structural encroachments, and earthwork to bring the existing canal section to the approved canal design section through realignment of the canal, dredging of the canal channel, and reshaping or reconstruction of the canal bank(s), along with any required channel side slope stabilization. On a case-

Section 3.5 - Page 8 of 9

Last Revised: 09/11/13 Proposed Revisions: 10/09/18

Chapter 3: Engineering & Permitting Requirements

by-case situation and depending upon the condition of the existing canal, in lieu of canal rehabilitation work LWDD may allow the applicant to remit a canal rehabilitation fee based upon the linear-foot of canal that the project fronts.

Projects that may be conditioned to do canal rehabilitation work are projects that propose to make improvements to the adjacent property and which improvements may directly affect the facilities of LWDD and projects that are proposing improvements within LWDD rights-of-way such as drainage outfall connections, culvert crossings, bridges, utility installations, etc.

Also, projects within adjacent property that have existing conditions that have, in the past, adversely affected the facilities of LWDD, even if the proposed improvements will not directly affect the facilities of LWDD, may be required to do canal rehabilitation work.

Any requirements or conditions for canal rehabilitation work may be independent of any LWDD right-of-way ownership and interest requirements. These LWDD right-of-way ownership and interest requirements can be found in Chapter 5: Right-of-Way Ownership & Interests of the LWDD Operating Policies Manual.

Engineering and permitting requirements can be found in Chapter 3: Engineering & Permitting Requirements of the LWDD Operating Policies Manual.

Section 3.5 - Page 9 of 9

Operating Policy Revisions Relative to Right-of-Way Permitting Criteria for Construction Projects Adjacent to LWDD Canals

Robert M. Brown, Executive Director Tommy Strowd, Director, Operations & Maintenance James W. Fandrey, Assistant Director of Right-of-Way Board Meeting – October 17, 2018





- At May 2017 & 2018 Board Workshops, staff provided overview of revisions to District permitting process for drainage and roadway permits
- Updated policy and process reduces redundancy in project review for drainage infrastructure, saving time and money for the applicant and LWDD, while maintaining current level of service
- Staff completed revisions to operating policy language according to process changes
- Requesting board approval for adoption of revised permitting policy and associated fees

Proposed Revisions to Drainage Policy

- Defined drainage outfall connection
- Added language that LWDD will issue a drainage outfall connection permit as long as the applicant provides written documentation that the South Florida Water Management District (SFWMD) or the Florida Department of Environmental Protection (FDEP) has approved the design, and as long as all LWDD criteria is met
- Added language that LWDD will review projects that are adjacent to, crossing or hydraulically connected to a LWDD canal to see that any right-of-way required or any required canal work will be addressed appropriately

Proposed Revisions to Drainage Policy (Continued)



- Added language to show that canal rehabilitation work may be required
- Added language to show that additional right-ofway may be required
- Revised minimum pipe size for discharge pipe from 15 inches to 18 inches in diameter
- Clarified definition, description and criteria for operable control structures
- Added requirement that the submitted design plans must include information showing which vertical datum has used

Proposed Revisions to Drainage Policy (Continued)



- Added requirement to submit a completed Conversion and Transfer of Permit from Construction Phase to Operation Phase after construction is complete
- Added option of submitting a canal rehabilitation fee in lieu of doing the canal rehabilitation work

Proposed Revisions to Fee Policy

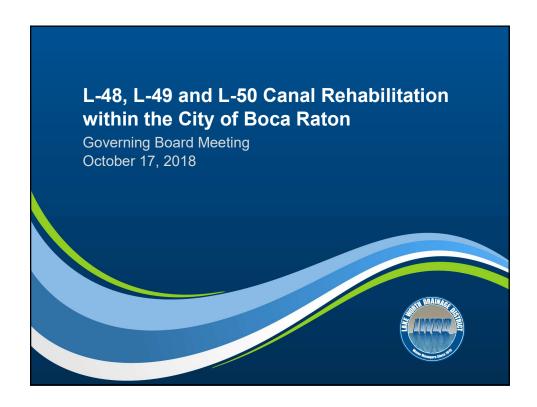


- Defined drainage outfall connection; removed reference to stormwater management permitting
- Added requirement to submit an itemized fee calculation sheet showing the breakdown of the fees paid pursuant to the individual fees shown in the fee policy
- Added canal rehabilitation fee (option of payment in lieu of doing required canal rehabilitation work)
- Added fee to submit convert and transfer a permit from construction phase to operation phase after completion of construction; consistent with ownership transfer fee (\$300)

Staff Recommendation



 Staff recommends approval of the revisions and additions to Section 3.5: Drainage Outfall Connections and Chapter 2: Fees of the Operating Policies Manual as presented





- At the request of the City of Boca Raton, the LWDD Board of Supervisors agreed at the July 11, 2018 meeting to postpone ongoing and proposed canal rehabilitation projects along the L-48, L-49 and L-50 Canals
- The Board of Supervisors stated that postponement period would remain in place until its October 17, 2018 Board meeting
- Staff from both the City and LWDD have met on several occasions and exchanged information regarding the subject canals

L-48 Canal Next Steps



L-48 Canal

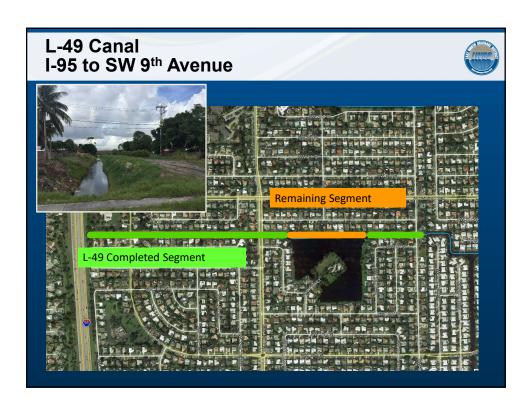
 District will remove two areas of blockage; one located just south of West Royal Palm Road and one just south of Lake Martha bend to east of SW 9th Avenue



L-49 Canal Next Steps



- L-49 Canal District completed all rehabilitation work, excluding the thirteen (13) lots located along the north shoreline of Sabal Palm Lake
 - Letters were sent to the 13 individuals outlining the District's offer as discussed at the July 11, 2018 board meeting
 - Two responses were received; one requesting that the District quit-claim its Chancery interest while retaining an easement and the other requesting a variance for right-ofway permit for an existing fence
 - At this time, the District does not propose to undertake any additional work along the Sabal Palm Lake frontage



L-50 Canal Next Steps



L-50 Canal

- District and City agreed to schedule an additional meeting next week in Boca in order to hear from adjacent landowners
- District will begin the proposed L-50 canal rehabilitation project during the first week of November 2018 and will be removing all nuisance and exotic vegetation located within its right-of-way



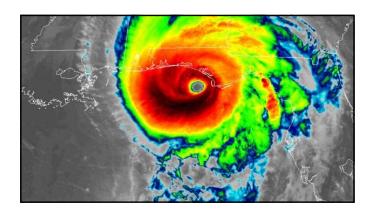


Board Meeting - 10/17/18 Agenda Item #12 - Final

Hurricane Michael Impacts

Governing Board Meeting October 17, 2018 Tommy Strowd, P.E. Director, Operations & Maintenance













































































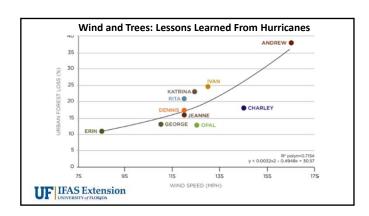


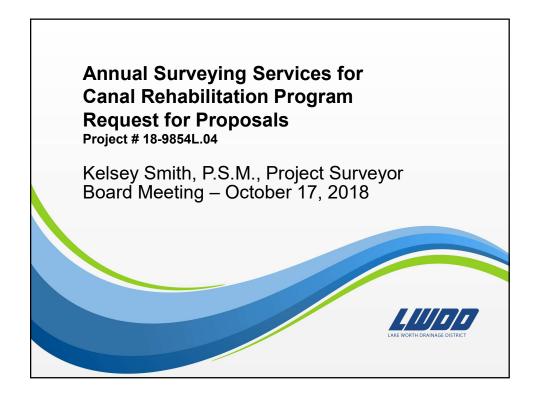














- Canal Rehabilitation Program requires the support of surveying services
- Need for surveying services will exceed the workload capacities of District staff
- Contracts will be for a two-year period with two (2) one-year options to renew (maximum of 4 years)

Annual Surveying Services for Canal Rehabilitation Program RFP



Proposed Timeline

- ✓ September 5 Board authorization to advertise
- ✓ September 9 Advertise RFP
- ✓October 9 RFP packages due
- ✓ October 15 Committee review and ranking
- October 17 Board approval of ranked firms and authorization to negotiate contracts with top ranked firms; District anticipates selecting multiple firms
- November 14 Board approval to enter into contracts with selected firms

Ranked Firms

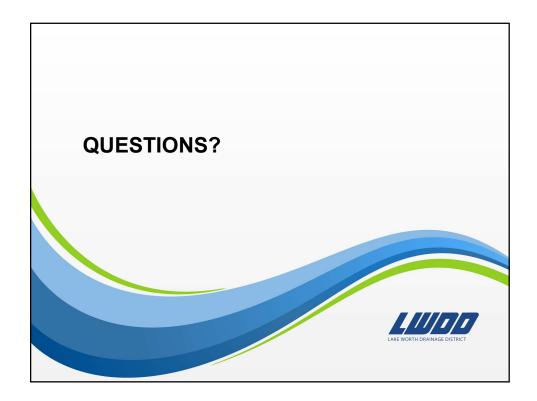


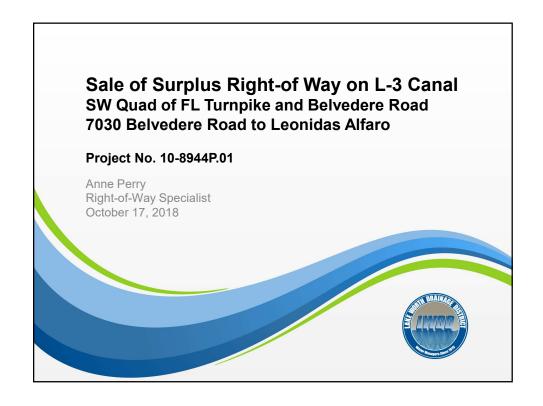
- 1. Wantman Group
- 2. DRMP
- 3. Bowman Consulting Group
- 4. Cardno
- 5. Biscayne Engineering Company
- 6. Marlin Engineering
- 7. Engenuity Group
- 8. Keshavarz and Associates
- 9. Brown and Phillips
- 10. Mathews Consulting
- 11. Carnihan Proctor and Cross
- 12. Morgan and Eklund
- 13. Paramount Engineering
- 14. Wallace Surveying

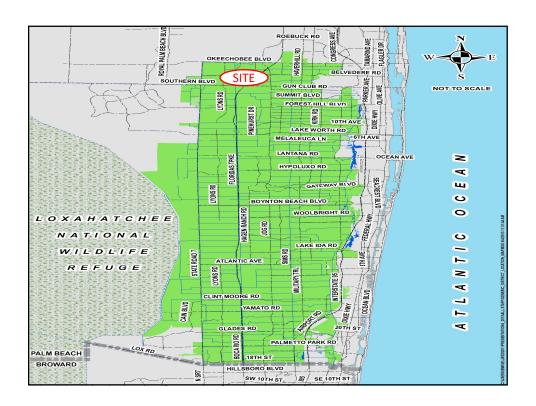
Staff Recommendation



 Approve ranked firms and authorize staff to enter into negotiations with top ranked firms.





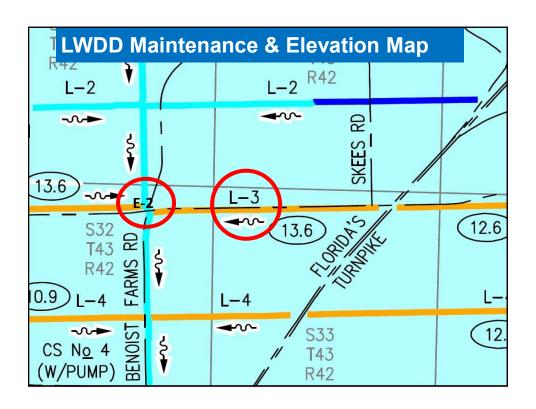




- Request by Leonidas Alfaro to purchase a portion of LWDD's fee right-of-way along the south side of the L-3 Canal.
- This site is on the south side of Belvedere Road between Skees Road and the Florida Turnpike. The L-3 Canal dead ends in this area with no connection to the Northern Palm Beach County Improvement District Canal (Northern Canal). The water flows westerly to the E-2 Canal.
- Mr. Alfaro purchased the primary parcel in December 2003 and received a quit-claim deed from FDOT in March 2016 for the other parcel.
- A revised appraisal was received on October 3, 2018 complying with LWDD's policies.
- Mr. Alfaro wishes to purchase 4,024 square feet of eligible right-of-way at the Fair Market Value (FMV) of \$6.95 per square foot totaling \$27,966.80 (rounded to \$28,000 by the Appraiser)



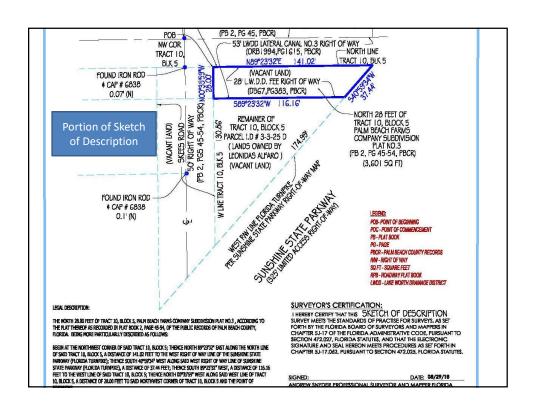




Staff Recommendation



- Approval to declare a portion of the L-3 Canal Right-of-Way eligible for purchase
- Approve Fair Market Value based on the submitted appraisal of \$6.95 Sq. Ft.
 - Area of 4,024 Sq. Ft. X \$6.95/Sq. Ft. = \$28,000
- Subject to:
 - Sketch of Description (received)
 - · Legal and Recording Fees
 - · Approval of all plans by LWDD staff
 - District Operating Policies







Tree Clearing Projects Oct 2017- Oct 2018



| Canal Segment | Project # | Distance | LWDD/Contractor | Clearing Status | Cost | | |
|--|-------------------------|----------|------------------------|-----------------|--------------------|--|--|
| L-35; Military to E-3 ¹ / ₂ -3 | 169415P.04 | 1.00 mi | LWDD/Survey | In Progress | - /\$7,650 | | |
| L-37; ~2000ft west of E-4 to E-4 | 16-9857P.04 | 0.38 mi | LWDD/Survey | In Progress | - /\$3,800 | | |
| L-4; West of Military Trail | 16-9935P.02/.03/.06 | 1.37 mi | LWDD | In Progress | - /\$7,600 | | |
| L-34; East of E-3 | 16-9539P.06 | 0.13 mi | LWDD | In Progress | - | | |
| L-23; West of Lawrence Rd | 17-9953P.06 | 0.13 mi | LWDD | In Progress | - | | |
| L-23W; West of SR 7 | 16-9988P.01 | 0.78 mi | LWDD | In Progress | - | | |
| L-26; Military to E-4 | 16-8889P.02/.03/.04/.06 | 2.73 mi | LWDD/Survey | In Progress | - /\$9,287 | | |
| L-48; Royal Palm Rd. to SW 9th | 16-9975P.06 | 0.38 mi | LWDD/Survey | In Progress | - /\$4,150 | | |
| L-49; SW 12 th to SW 9th | 16-9977P.03a | 0.38 mi | LWDD/Survey | In Progress | - /\$4,600 | | |
| L-34W; ~3400ft to ~1200ft west of SR-7 | 16-9988P.01 | 0.44 mi | LWDD/Survey | In Progress | - /\$3,540 | | |
| L-24; Military to ~800ft east of Military | 18-9954P.03 | 0.26 mi | LWDD | Complete | - | | |
| L-2; East of E-3 to West of Military | 16-9933P.05 & P.06 | 0.39 mi | Contractor/Survey | Complete | \$67,500 /\$4,150 | | |
| L-6; Kirk to FL Mango | 16-9936P.01 &P.02 | 1.50 mi | LWDD/Contractor/Survey | Complete | \$193,000 /\$7,250 | | |
| E-2 1/2 ; L-14 to L-13, L-14 east to Jog | 16-9942P.01 | 1.10 mi | Contractor | Complete | \$94,500 /- | | |
| L-48; I-95 to Royal Palm Rd. | 16-9975P.05 | 0.74 mi | LWDD/Survey | Complete | - /\$2,690 | | |
| L-48; Lyons to Boca Rio | 16-9975P.02 | 0.85 mi | FDOT/LWDD | Complete | - | | |
| L-46; NW 13 th to E-4 | 16-9387P.05b | 0.08 mi | LWDD | Complete | - | | |
| L-3; Turnpike to Jog & Caroline to E-3 | 16-9934P.02 & P.03 | 0.99 mi | Contractor/Survey | Complete | \$88,682 /\$6,943 | | |
| L-45; Jog to E-3 | 16-9974P.03 | 1.00 mi | LWDD/Survey | Complete | - /\$6,185 | | |
| L-44; Jog to E-3 | 16-9917P.01 | 1.21 mi | LWDD/Contractor/Survey | Complete | \$24,940 /\$6,185 | | |
| L-25; ~1700 ft west of Jog to Jog | 16-9955P.02 | 0.32 mi | Contractor/Survey | Complete | \$58,790 /\$3,400 | | |

Tree Clearing Projects Oct 2017- Oct 2018

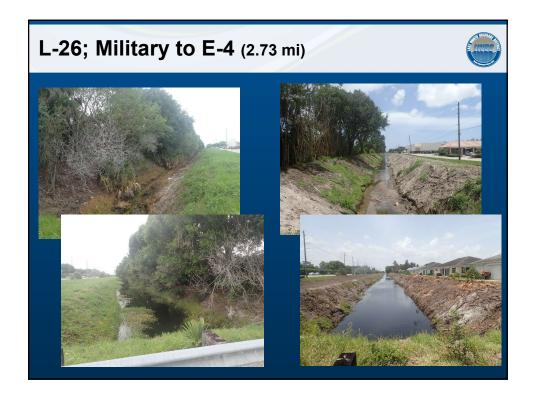


| Canal Segment | Project # | Distance | LWDD/Contractor | Clearing Status | Cost |
|--|--------------|----------|-------------------|-----------------|--------------------|
| E-4; Mission Hill to I-95 (WEST bank) | 16-9897P.09 | 0.22 mi | Contractor | Complete | \$30,000 /- |
| L-49; I-95 to SW 12th | 16-9977P.03b | 0.41 mi | LWDD/Survey | Complete | - /\$2,800 |
| L-46; Glades to NW 13th | 16-9387P.05a | 0.37 mi | Contractor/Survey | Complete | \$58,000 / \$1,800 |
| E-2; L-4 to Belvedere Rd | 16-9917P.03 | 0.62 mi | LWDD | Complete | - |
| L-39; SR-7 to Lyons | 16-9965P.01 | 1.05 mi | Developer | Complete | - |
| E-3; L-45 to L-44 | 16-9921P.14 | 0.63 mi | LWDD/Survey | Complete | - /\$4,820 |
| L-26; ~1200ft west of Military to Military | 17-8889P.05 | 0.23 mi | Contractor/Survey | Complete | \$28,680 /\$4,778 |
| L-41; Broken Sound to E-4 | 16-9968P.03 | 0.78 mi | Contractor/Survey | Complete | \$39,000 /\$3,180 |
| L-23; East of Hagan Ranch Rd | 16-9953P.03 | 0.13 mi | LWDD | Complete | - |
| E-4; Mission Hill to I-95 (EAST bank) | 16-9897P.09 | 0.22 mi | Contractor/Survey | Complete | \$27,582 /- |
| L-48; ~1000ft east of SR-7 to Vineyard | 16-9975P.06 | 0.21 mi | LWDD | Complete | - /- |
| L-48; East of Vineyard to Lyons | 16-9975P.01 | 0.60 mi | Contractor/Survey | Complete | \$72,500 /\$4,180 |
| L-24; Boynton Bch to Knuth | 16-9954P.01 | 1.35 mi | Contractor/Survey | Complete | \$95,000 /\$8,300 |
| L-23; E-2E to Hagen Ranch Rd | 16-9953P.03 | 0.50 mi | Contractor/Survey | Complete | \$44,500 /\$4,700 |
| E-3 ½-8; L-2 to Westgate | 16-9983P.01 | 0.41 mi | LWDD/Survey | Complete | - /\$3,650 |
| L-2; Wabasso to Congress | 16-9933P.07 | 0.91 mi | LWDD/Survey | Complete | - /\$5,010 |
| L-7; FL Mango to Forest Hill | 17-9937P.07 | 0.30 mi | Contractor/Survey | Complete | \$20,500 /\$2,375 |
| L-8; Tucker to Congress | 17-9760P.07 | 0.40 mi | Contractor/Survey | Complete | \$51,168 /\$3,465 |
| L-41; West of E-1 | 17-9968P.04 | 0.31 mi | LWDD/Survey | Complete | - /\$3,180 |
| L-21; Lawrence to E-4 | 16-9950P.04 | 0.85 mi | Contractor/Survey | Complete | \$25,725 /\$2,995 |









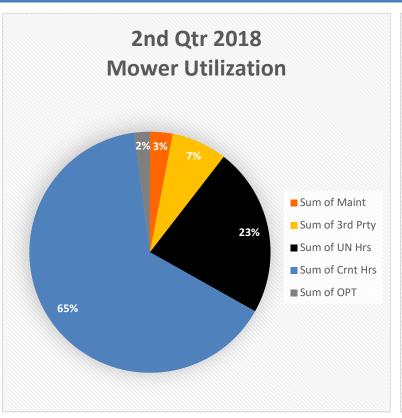


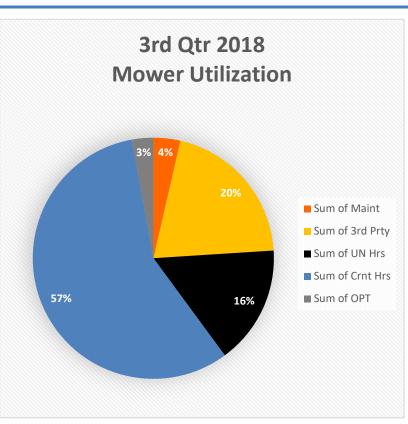
Equipment Utilization Overview

Anthony LasCasas, Asst. Director, Facilities & Maintenance 3rd Quarter 2018 (July-September)



Mower Utilization 2nd Qtr 2018 vs. 3rd Qtr 2018

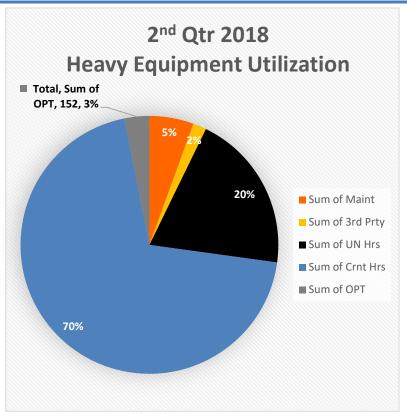


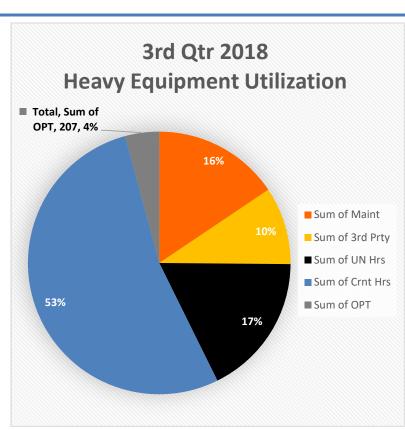


- Crnt Hrs Percentage of operation hours
 - Maint Percentage of maintenance and shop hours
 - 3rd Party Percentage as a result of warranty work or parts delivery delay
- OPT- Percentage of defined operational duties including, mob/de-mob, scheduled training & other misc, administrative activities
- UN Percentage of un-defined time including travel time, safety checks, routine greasing, fueling and similar activities



Heavy Equipment Utilization 2nd Qtr 2018 vs. 3rd Qtr 2018





- Crnt Hrs Percentage of operation hours
 - Maint Percentage of maintenance and shop hours
 - 3rd Party Percentage as a result of warranty work or parts delivery delay
- OPT- Percentage of defined operational duties including, mob/de-mob, scheduled training & other misc. administrative activities
- UN Percentage of un-defined time including travel time, safety checks, routine greasing, fueling and similar activities



Discussion