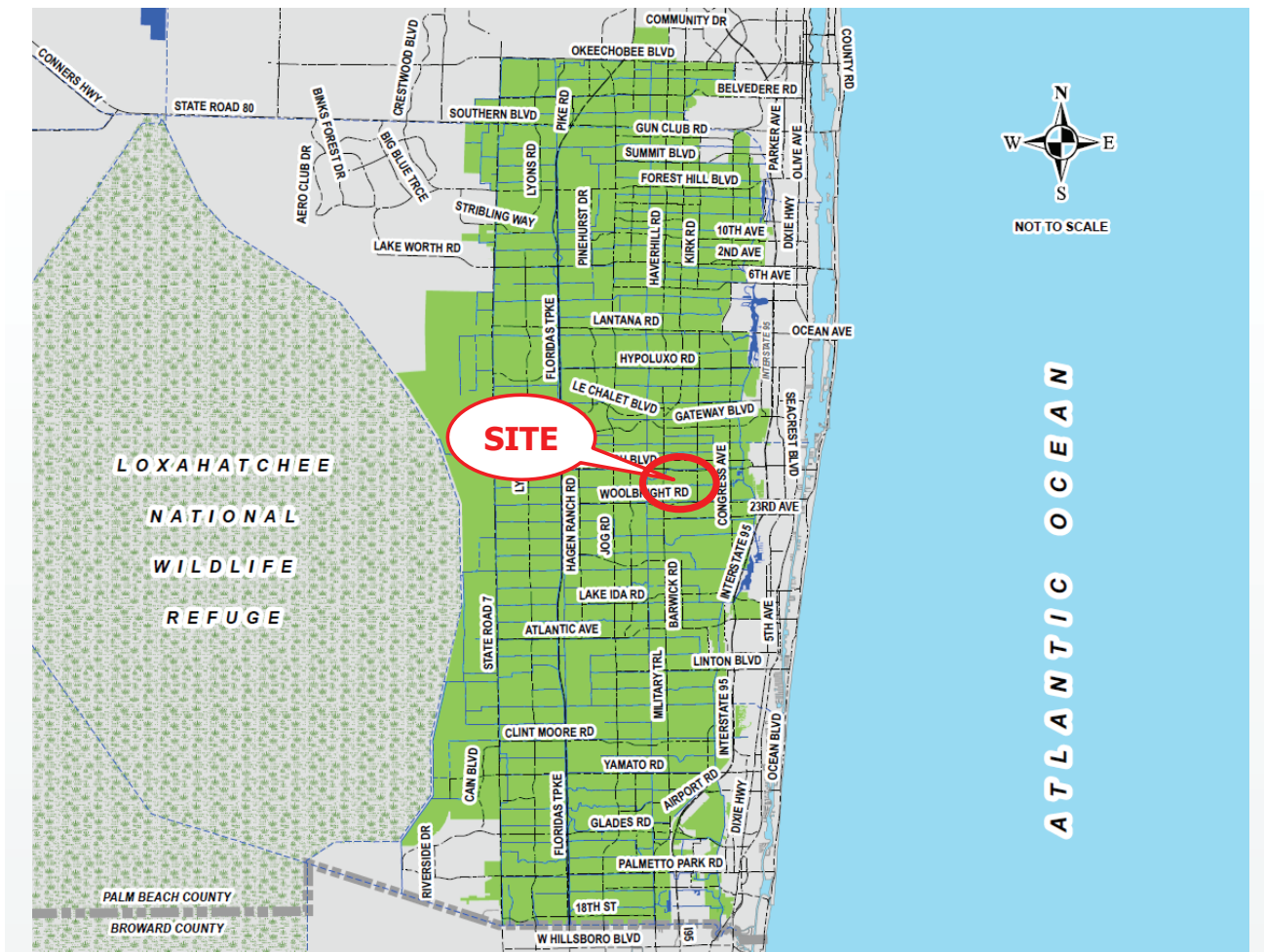


PUBLIC HEARING: Piping Easement Agreement Joseph Family Trust, UTD Project No. 91-1557D.01; 03-1557P.08; CM-20-0260

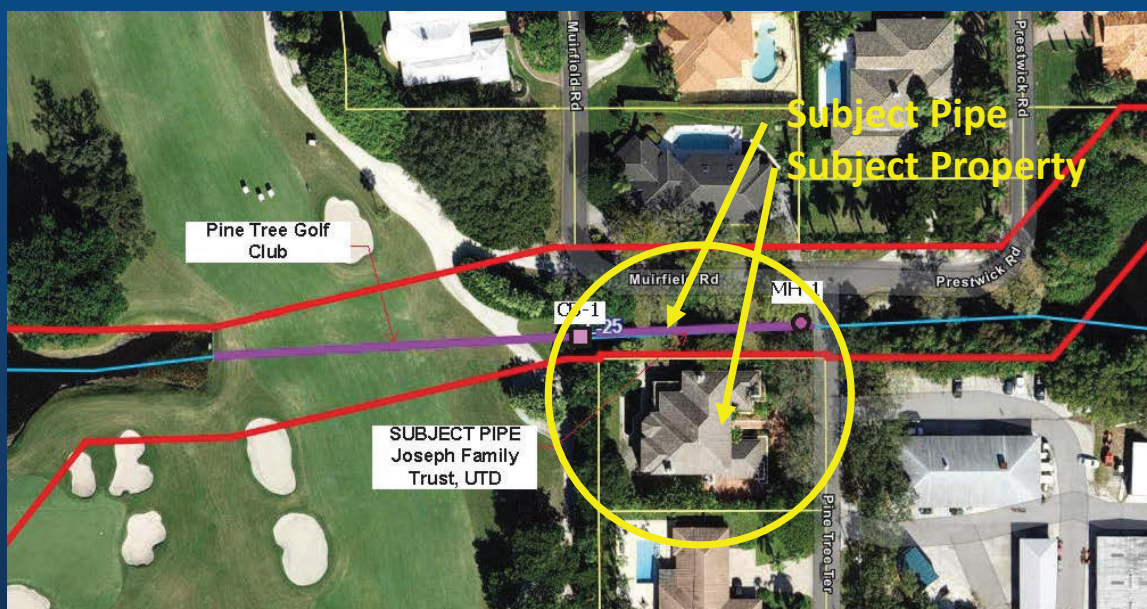
Brian Tilles, P.E., Director Right-of-Way Regulation
Board of Supervisors' Regular Meeting, 10/16/2024
Agenda Items 8 & 9



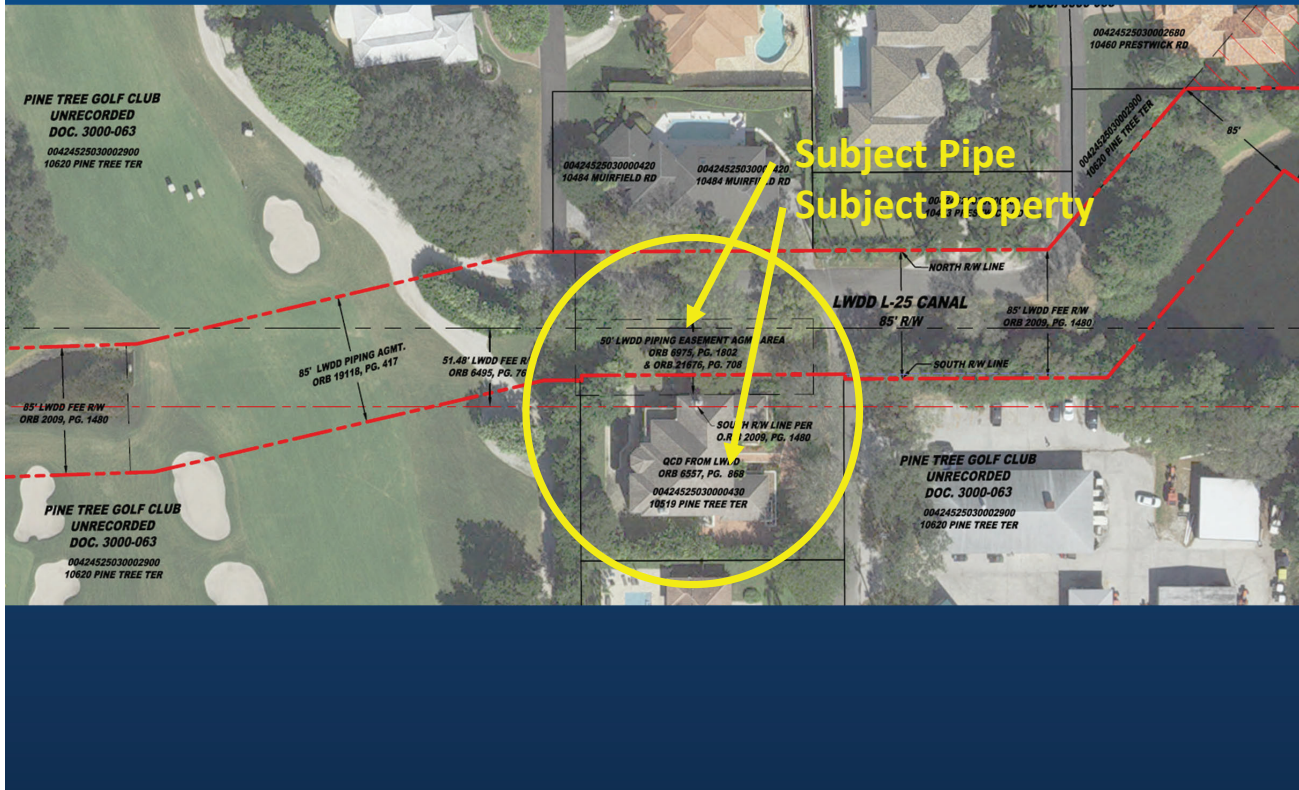
Vicinity Map



Site Map



LWDD Right-of-Way Map



Site Photos (1/26/2024)



Site Photos (1/26/2024)



Site Photos (1/26/2024)



Site Photos (1/26/2024)

Subject Property

Approx South R.O.W. Line

Approx North R.O.W. Line

Approx CL 72" BCCSP

Prestwick Rd.

Looking West

Site Photos (1/26/2024)

Approx North R.O.W. Line

Approx South R.O.W. Line

Prestwick Rd.

Approx CL 72" RCP

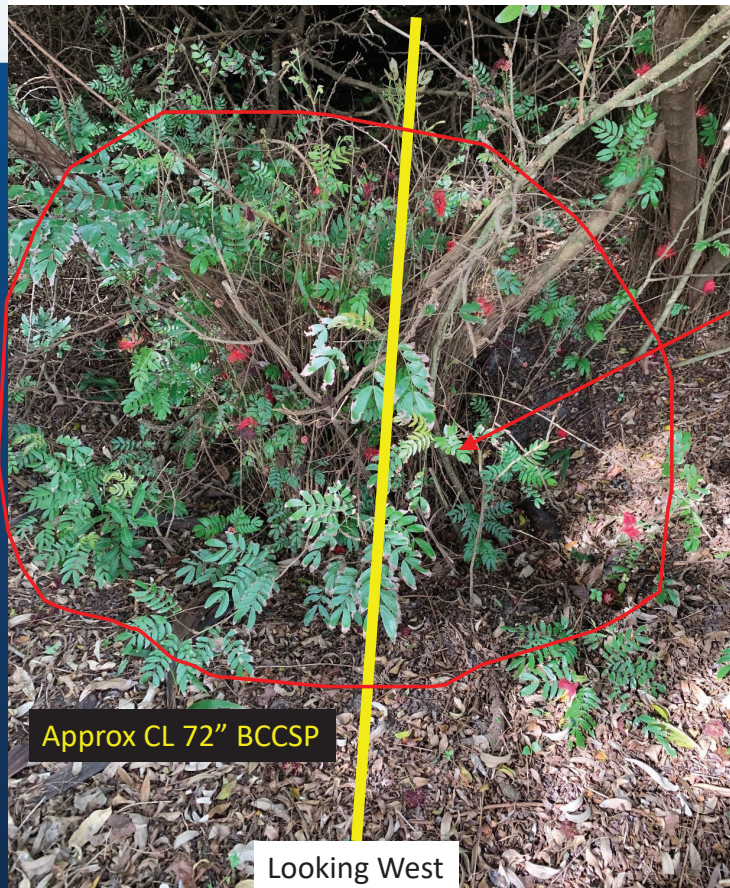
Pine Tree Ter.

Looking East

Site Photos (1/26/2024)



Site Photos (1/26/2024)



Background Agreement History



- 04/17/1991 – William G. Lambrakis appeared at the [Board of Supervisors'](#) (Board) meeting requesting to pipe a portion of the L-25 canal with 14 gauge BCCSP adjacent to his property. The Board approved the request.
- 05/09/1991 – Permit No. [91-1557D.01](#) issued to Milford Development Corporation c/o Olsak & Associates, Consulting Engineers to construct [153 LF of 72" BCCSP](#) within L-25 R.O.W. adjacent to Lot 43, Pine Tree Development.
- 05/15/1991 – Piping Easement Agreement to WILLIAM G. LAMBRAKIS and CHRISOULA LAMBRAKIS (OWNER) to pipe +/- 153' of the L-25 canal ([ORB6975, PG1802](#)).
- 7/11/2006 – Assignment of License Agreement from WILLIAM G. LAMBRAKIS and CHRISOULA LAMBRAKIS to DEBORAH PINES, Trustee of the Deborah Pines Trust ([ORB 20690, PG 0059](#))
- 4/26/2007 - Assignment of License Agreement from DEBORAH PINES, Trustee of the Deborah Pines Trust to Edouard Joseph ([ORB21676, PG0708](#))

Piping Agreement Terms



- Owner agrees to maintain canal and improvements and pay all expenses involved to:
 - Provide free flow of water through canal at all times
 - Maintain canal in a good, safe usable condition
 - Keep canal in compliance with good engineering standards
 - Perform all acts of maintenance that LWDD may require
- If owner fails to provide maintenance within 30 days written notice, easement shall automatically be voided and LWDD shall have authority to restore the canal as an open channel
- LWDD shall have the right to reclaim expenses incurred, which shall become a lien against the owner's property

Background Compliance – Joseph Agreement



- 1/22/2016 – Letter from LWDD requesting COI
- 10/29/2020 – [1st Notice of Non-Compliance](#) for overdue Certificate of Insurance and overdue Inspection Report
- 2/25/2021 – [2nd Notice of Non-Compliance](#)
- 12/8/2021 – Quit claim deed from Edouard Joseph to The Joseph Family Trust, UTD ([ORB33225, PG0030](#))
- 8/9/2022 – [Notice of Violation](#) mailed and hand delivered
- 2/7/2023 – [Final Notice of Violation](#) mailed and hand delivered
- 11/7/2023 – Notice of Non-Compliance recorded in Palm Beach County public records ([ORB34665, PG1389](#))

Current Actions



- Due to evidence of potential failure, LWDD ordered pipe inspection of area
- 12/16/2023 – [Pipe inspection](#) performed by Shenandoah (\$2,250). Inspection revealed heavy corrosion, 30% to 40% siltation and several damaged areas
- 4/15/2024 – Certified Letter from LWDD to Joseph Family Trust providing [Final 30-Day Notice](#) of Agreement Default and notice of upcoming Board item on May 15, 2024
- 4/22/2024 – LWDD contracted Shenandoah to clean pipe prior to hurricane season as precautionary measure ([\\$3,600](#))
- 5/15/2024 – LWDD board approved [Resolution 24-01](#) to initiate Special Assessment process in accordance with its enabling legislation
 - Directed staff to obtain plans and costs to repair pipe

Project Specifications



- Removal and disposal of ~175-200 L.F. of 4 FT aluminum and chain link fence within LWDD right-of-way (referenced area).
- Installation of ~125 L. F. of 4 FT chain link fence along north property line to restrict access to pool per Palm Beach County building codes.
- Removal of all trees and vegetation within the referenced area.
- Install ~140-150 L.F. 72" CIPP (Cured In-Place Pipe) - (CB-1 – MH-1) to repair existing failing pipe, in accordance with FDOT standards [Section 431](#), Pipe Liner and [ASTM F1216](#).
- Following completion of pipe repair, grade and resod referenced area.

Estimated LWDD Costs



Remedial Actions Paid to Date:	
Pipe Inspection conducted 12/16/2023	\$2,250
Pipe Cleaning conducted 4/22/24	\$3,600
Construction Cost Estimates:	
Encroachment Removal (Fencing & Vegetation)	~\$20,000
Installation of Chain link fencing on north boundary line	~\$3,750
Pipe remediation (Installation of ~140 L.F. of 72" CIPP @ \$950 per L.F.)	~\$133,000
Cleaning and Post Inspection	~\$12,000
Site Restoration (grading, sod)	~\$3,000
Other Expenses:	
Surveying	~\$1000
Engineering – Coordination, on-site inspections, final certifications	~\$15,000
Preparation of Plans & Specs, Bid Documents	~\$1,160
Printing & publishing of notices and proceedings	~\$2,500
Preparation of special assessment documentation	~\$5,000
Total Estimated Costs	\$202,260.00

Current Actions



- September 2024 – Board approved Resolution 24-03 providing:
 - Necessity for and nature of improvement
 - Estimated costs
 - What part of costs shall be paid by special assessment (100%)
 - Method of payment (annual property taxes; collected by PBC Tax Collector)
 - Number of annual installments and interest rate (20 years @ 5% interest rate on deferred payments)
 - Boundary of property benefitted
 - Notice of public hearing
- Notice of Public Hearing and Resolution 24-04 published for two consecutive weeks in local newspaper (10/4 & 10/11)

Public Comment



Current Action



- Approval of Resolution 24-04 providing:
 - Necessity for and nature of improvement
 - Estimated costs
 - What part of costs shall be paid by special assessment (100%)
 - Method of payment (annual property taxes; collected by PBC Tax Collector)
 - Number of annual installments and interest rate (20 years @ 5% interest rate on deferred payments)
 - Boundary of property benefitted
 - Direction to staff to move forward with improvements

Next Steps (Tentative Schedule)



- November 2024 – Advertise Bid for work
- December 2024 – Bid awarded
- January 2025 – Complete improvements
- February/March 2025 - Following completion of improvements, compile and present final report of costs and assessment to Board
- August 2025 - Assessment to be included in next FY26 tax roll and included in budget public hearing

- Adopt Resolution No. 2024-04:
 - A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKE WORTH DRAINAGE DISTRICT FINDING A NECESSITY FOR CERTAIN SPECIAL IMPROVEMENTS TO A DEFINED BENEFITED PROPERTY; DESCRIBING THE NATURE OF THE NECESSARY SPECIAL IMPROVEMENTS; PROVIDING THE ESTIMATED TOTAL COST OF THE IMPROVEMENTS; DECLARING THE PORTION OF THE COSTS TO BE PAID BY BENEFITED PROPERTY; STATING THE METHOD FOR PAYMENT OF THE ASSOCIATED ASSESSMENTS, THE TERM OF THOSE ASSESSMENTS, AND THE INTEREST RATE TO BE APPLIED TO THE ASSESSMENT; FINDING NO SUFFICIENT OBJECTIONS RAISED AT PUBLIC HEARING; DIRECTING STAFF TO PROCEED WITH IMPROVEMENTS; PROVIDING FOR A FINAL ACCOUNTING POST CONSTRUCTION; AND PROVIDING AN EFFECTIVE DATE.

LAKE WORTH DRAINAGE DISTRICT
RESOLUTION NO. 2024-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKE WORTH DRAINAGE DISTRICT FINDING A NECESSITY FOR CERTAIN SPECIAL IMPROVEMENTS TO A DEFINED BENEFITED PROPERTY; DESCRIBING THE NATURE OF THE NECESSARY SPECIAL IMPROVEMENTS; PROVIDING THE ESTIMATED TOTAL COST OF THE IMPROVEMENTS; DECLARING THE PORTION OF THE COSTS TO BE PAID BY BENEFITED PROPERTY; STATING THE METHOD FOR PAYMENT OF THE ASSOCIATED ASSESSMENTS, THE TERM OF THOSE ASSESSMENTS, AND THE INTEREST RATE TO BE APPLIED TO THE ASSESSMENT; FINDING NO SUFFICIENT OBJECTIONS RAISED AT PUBLIC HEARING; DIRECTING STAFF TO PROCEED WITH IMPROVEMENTS; PROVIDING FOR A FINAL ACCOUNTING POST CONSTRUCTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Lake Worth Drainage District (LWDD) is a public body and political subdivision of the State of Florida, created pursuant to the General Drainage Laws of 1913 and currently operating under Chapter 2009-258 (the "District Act") and amendments thereto and Chapter 298, Florida Statutes; and

WHEREAS, LWDD is responsible for providing comprehensive flood control and regional water supply protection for approximately 850,000 residents and thousands of acres of agricultural land in southeastern Palm Beach County; and

WHEREAS, at the request of the property owner for 10519 Pine Tree Terrace, Boynton Beach, Florida (the "Benefited Property") LWDD entered into a Piping Easement Agreement on May 15, 1991, recorded in Official Record Book 6975, Page 1802 of the Public Records for Palm Beach County (the "Original Agreement"), attached as **Exhibit "A"**; and

WHEREAS, under the Original Agreement, LWDD permitted the placement of a culvert on LWDD property adjacent to the Benefited Property, enclosing an open channel, and permitting the owner of the Benefited Property to grass and fence in the affected area, subject to certain terms and conditions; and

WHEREAS, the Original Agreement required that the owner of the Benefited Property, and all subsequent owners, maintain the culvert in good condition and to undertake any necessary maintenance as directed by LWDD, at the owner's sole cost; and

WHEREAS, an assignment of the Original Agreement was entered into on July 11, 2006 as recorded in Official Record Book 20690, Page 59, attached as **Exhibit "B"**; and

WHEREAS, a subsequent assignment was made to Edouard Joseph individually on April 26, 2007 in Official Record Book 21676, Page 708, attached as **Exhibit "C"**; and

WHEREAS, Edouard Joseph quit claimed the ownership of the Benefited Property to The Joseph

Family Trust, UTD on December 8, 2021, Edouard Rene Joseph and Christine Nadia Joseph, Trustees as recorded in Official Records Book 33225, Page 30, attached as **Exhibit "D"**; and

WHEREAS, under the District Act, LWDD is empowered to undertake installation and maintenance activities related to the stormwater system and affiliated road rights-of-way, and to assess the costs for those improvements against those properties that receive the benefit of the improvements; and

WHEREAS, due to the default under the terms of the Original Agreement, certain repairs must be undertaken, the benefit and cost obligation falling to the owner of the Benefited Property (the "Special Improvement"); and

WHEREAS, on May 15, 2024, the LWDD Board of Supervisors adopted Resolution 2024-01, directing LWDD staff to have the necessary plans, specifications, and costs estimates prepared for the Special Improvement, to be brought back to the Board at a future date; and

WHEREAS, on September 11, 2024, the LWDD Board of Supervisors adopted Resolution 2024-03, finding a necessity for certain special improvements to a defined benefited property; describing the nature of the necessary special improvements; providing the estimated total cost of the improvements; declaring the portion of the costs to be paid by benefited property; stating the method for payment of the associated assessments, the term of those assessments, and the interest rate to be applied to the assessment.

NOW THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the Lake Worth Drainage District hereby declares the following:

1. Per the District Act, notice of a public hearing and resolution was published in Palm Beach County once each week for two consecutive weeks and is hereby certified to the secretary of the Board of Supervisors, said notice attached hereto as **Exhibit "H"**.
2. The noticed public hearing was held on October 16, 2024 for the purpose of hearing all objections to the proposed Special Improvements described in Resolution 2024-03 adopted on September 11, 2024.
3. The LWDD Board of Supervisors, finding no sufficient objections raised, directs staff to proceed with the Special Improvements.
4. LWDD has prepared the plans and specifications for those certain Special Improvements, attached hereto as **Exhibit "E"**, which were placed on file at the offices of the District.
5. The Special Improvements are to effectuate the repair of the culvert and associated drainage facilities, placed upon, and for the benefit of, that certain real property delineated on the boundary description attached hereto as **Exhibit "F"**.
6. The Special Improvements are necessary to insure the proper function of District facilities through the Benefited Property.
7. LWDD shall contract for and direct the construction of the Special Improvements as reflected on the plan and specifications.

8. A cost estimate has been prepared and is attached as **Exhibit "G"**, which includes the construction costs, the cost of preliminary or other surveys, inspections, and supervision of the work, the preparation of the plans and specifications, the printing and publishing of notices and proceedings, the preparation of certificates and bonds, and any other expenses necessary or proper.
9. The costs for the Special Improvements shall be borne in their entirety by the Benefited Property, as agreed to in the Original Agreement.
10. The costs for the Special Improvements shall be assessed as a non-ad valorem assessment against the Benefited Property over a term of 20 years, placed upon the tax roll for Palm Beach County, such costs to accrue interest at the rate of 5% per annum.
11. Upon completion of the construction of the Special Improvements, an accounting of the final costs shall be prepared and submitted to the Board of Supervisors for review, approval, and adoption of the assessment to be placed upon the tax roll.
12. This Resolution shall be effective upon its passage.

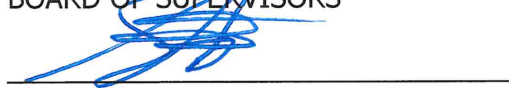
This Resolution passed and adopted at the regular monthly meeting of the Board of Supervisors of the Lake Worth Drainage District this 16th day of October, 2024.

ATTESTED:



Recording Secretary

LAKE WORTH DRAINAGE DISTRICT
BOARD OF SUPERVISORS



Stephen Bedner, President

EXHIBIT LIST

- A- Piping Easement Agreement; ORB 6975/1802
- B- Assignment; ORB 20690/59
- C- Assignment; ORB 21676/708
- D- Quit Claim Deed; ORB 33225/30
- E- Special Improvement Plans and Specifications
- F- Boundary Description of Benefited Property
- G- Cost Estimate for Special Improvement
- H- Notice of Public Hearing

EXHIBIT A

OCT-02-1991 01:25PM 91-281342

ORB 6975 Pg 1802

RETURN TO:

LAKE WORTH DRAINAGE DISTRICT
13081 Military Trail
Delray Beach, FL 33484

PREPARED BY:

MARK A. PERRY
PERRY & SCHONE, P.A.
50 SE Fourth Avenue
Delray Beach, FL 33483

PIPING EASEMENT AGREEMENT

THIS AGREEMENT executed this the 15 day of May, 1991, by and between WILLIAM G. LAMBRAKIS and CHRISOULA LAMBRAKIS, whose address is 5855 North Ocean Boulevard, Ocean Ridge, Florida, 33435, hereinafter individually and jointly referred to as "OWNER"; and the LAKE WORTH DRAINAGE DISTRICT, A Special Taxing District in the State of Florida, whose mailing address is 13081 Military Trail, Delray Beach, Florida 33484, hereinafter referred to as "DISTRICT";

WITNESSETH:

WHEREAS, OWNER is the owner of that certain property located in Palm Beach County, hereinafter referred to as "PROPERTY", as more particularly described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, DISTRICT owns Lateral Canal No. 25 abutting and

contiguous to the PROPERTY; as more particularly described in Exhibit "B" attached hereto and made a part hereof; and

WHEREAS, OWNER has requested that the DISTRICT grant an Easement for piping and filling, over, on and upon the land described on Exhibit "C" attached hereto and made a part hereof. (hereinafter referred to as "Canal")

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, received by each party from the other, it is hereby agreed as follows:

1. The facts above are true and correct.
2. The DISTRICT does hereby grant OWNER this Easement to allow OWNER to pipe upon and fill the CANAL for as long as OWNER is in compliance with the terms of this Easement.
3. The DISTRICT'S lateral canal within the Canal shall be piped and filled by OWNER within one (1) year from the date of this Easement, pursuant to the approved plans prepared by Ivan O'Slack on file in the office of the DISTRICT and OWNER shall provide the DISTRICT with an acceptable performance and completion bond equal to 110 percent of OWNER's engineer's estimated construction cost, to be released upon completion of the piping and filling and District's engineer's approval.
4. OWNER agrees to maintain the canal, its headwalls and the improvements thereon and pay all expenses there involved so as to

provide at all times the free flow of water through the canal and further to maintain and keep said canal in a good, safe usable condition and also to keep canal in compliance with good engineering standards and to and perform all acts of maintenance that the DISTRICT may reasonably require in writing. In the event OWNER fails to effect such maintenance within thirty (30) days after written notice from the DISTRICT demanding same, or provide the DISTRICT sufficient assurances, satisfactory to the DISTRICT, that the work will not be completed within a time period acceptable to the DISTRICT, this Easement shall automatically be voided and all rights hereunder shall be deemed released, and the DISTRICT shall have the authority and right to restore the CANAL as an open canal and shall have the right to reclaim ownership of any pipe salvage, and the expenses thereby reasonably incurred (including reasonable attorney's fees) shall become a lien against the Owners property and the DISTRICT shall have the right to afford itself of all legal remedies available in accordance with Florida law.

5. OWNER agrees to indemnify and hold harmless the DISTRICT of and from any and all liability which the DISTRICT may or could sustain as a result of or emanating out of the piping, filing and usage of that part of the Canal right-of-way, and that area contiguous to the property including, but not limited to damage to the actual pipe or damage to property owned by any person, or

any injury to the public arising out of this agreement.

6. OWNER shall insure the DISTRICT against any and all liabilities described in paragraph 5 herein by a general liability policy in the amount of ONE MILLION (\$1,000,000.00), Dollars, and that such insurance policy shall be kept in full force and effect during the term of this Easement Agreement and the expenses of same shall be borne by OWNER or its successors and/or assigns. Proof of such coverage shall be delivered to the DISTRICT within thirty (30) days of the annual renewal of the policy.

7. Owner is permitted to plant grass on the Property and to install a fence enclosure on the Property but the installation of any other improvements on the plants or any other vegetation, shrubs or trees shall require an additional approval and permit from the District.

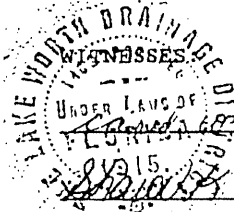
8. The Owner prior to the installation of the piping shall receive the proper permits from the District and any other applicable governmental agency.

9. This Easement, unless terminated due to a default of the terms and conditions as provided herein, shall be perpetual and shall run with the property as an appurtenance. The Easement granted herein is intended to be an Exclusive Easement in favor of the OWNER, its successors and assigns.

10. The parties hereby agree from time to time to execute and

deliver such further and other transfers, assignments, and documents and to do all matters and things which may be convenient to more effectively and completely carry out the intentions of this easement.

IN WITNESS WHEREOF, the parties have hereunto executed this Easement the day and year first above written.



LAKE WORTH DRAINAGE DISTRICT
A Special Taxing District

by: C. Stanley Leason President

attest: William E. Fontana Secretary

Brenda L. Kunte (seal)

Chris Lambraakis

Nichelle D. Armstrong

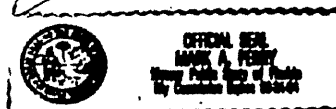
[Signature] Owner
Owner

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

On this, the 3rd day of MAY, 1991, before me, the undersigned officer, personally appeared WILLIAM LAMBRAKIS and CHRISOULA LAMBRAKIS, who acknowledged themselves to be the persons whose names are subscribed within, and that they executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

NOTARY PUBLIC



ORB 6975 Pg 1807

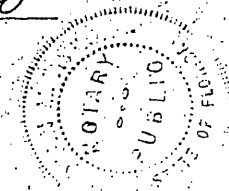
STATE OF FLORIDA :
COUNTY OF PALM BEACH :

On this, the 15 day of May, 1991,
before me, the undersigned officer, personally appeared
C. STANLEY WEAVER and William G. Winters,
who acknowledged themselves to be the President and Secretary
respectively of the LAKE WORTH DRAINAGE DISTRICT, a Special
Taxing District, existing under the laws of the State of
Florida, and that they executed the foregoing instrument for
the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and
official seal.

Joanna M. Ayler
Notary Public

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. AUG. 2, 1993
BONDED THRU GENERAL INS. UND.



c: lwdd owner.pip-

EXHIBIT "A"

Commencing at the Southwest corner of Section 25, Township 45 South, Range 42 East; thence N 89° 26' 45" E, along the South line of said Section 25, a distance of 1355.16 feet to a point; thence N 0° 41' 42" E, a distance of 1147.51 feet to a point; thence N 89° 43' 58" E, a distance of 2130.81 feet to a point; thence N 0° 16' 02" W, a distance of 1339.50 feet to the Point of Beginning; thence continue N 0° 16' 02" W, a distance of 118.00 feet to a point; thence S 89° 43' 58" W, a distance of 175.00 feet to a point; thence S 0° 16' 02" E, a distance of 118.00 feet to a point; thence N 89° 43' 58" E, a distance of 175.00 feet to the Point of Beginning.

Subject to easement over and upon the North 10 feet thereof, and a road right-of-way easement over the East 20 feet thereof.

EXHIBIT "B"

Canal right-of-way as described in O.R.B. 2009 P. 1480

EXHIBIT "C"

Commencing at the Northwest Corner of the parcel described in Exhibit "A"; thence S 0° 16' 02" E, along the West line of the parcel described in Exhibit "A", a distance of 10.00 feet to the Point of Beginning of the parcel to be herein described; thence S 89° 43' 58" W, a distance of 3.00 feet to a point; thence N 0° 16' 02" W, a distance of 50.00 feet to a point; thence N 89° 43' 58" E, a distance of 158.00 feet to a point; thence S 0° 16' 02" E, a distance of 50.00 feet to a point; thence S 89° 43' 58" W, a distance of 155.00 feet to the Point of Beginning of the herein described parcel.

All lying and being in Section 25, Township 45 South, Range 42 East, Palm Beach County, Florida.

EXHIBIT B

RETURN TO:
LAKE WORTH DRAINAGE DISTRICT
13081 Military Trail
Delray Beach, FL 33484

PREPARED BY:
MARK A. PERRY, ESQ.
Perry & Kern, P.A.
50 SE Fourth Avenue
Delray Beach, FL 33483

CFN 20060454016
OR BK 20690 PG 0059
RECORDED 08/04/2006 11:17:45
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0059 - 63; (5pgs)

ASSIGNMENT OF LICENSE AGREEMENT

ASSIGNMENT made the 11 day of JULY, 2006, between **WILLIAM G. LAMBRAKIS and CHRISOULA LAMBRAKIS**, whose mailing address is 11611 N. Lake Drive, Boynton Beach, Florida 33436, Assignor, and **DEBORAH PINES, Trustee of the Deborah Pines Trust dated January 6, 2000**, whose mailing address is 10519 Pine Tree Terrace, Boynton Beach, Florida 33436, Assignee, and **LAKE WORTH DRAINAGE DISTRICT**, a Special Taxing District, of 13081 Military Trail, Delray Beach, Florida 33484.

WHEREAS, by a certain Piping Easement Agreement, dated May 15, 1991, by and between LAKE WORTH DRAINAGE DISTRICT and WILLIAM G. LAMBRAKIS and CHRISOULA LAMBRAKIS, the Assignor, as recorded in the Public Records of Palm Beach County in Record Book 6975, Page 1802, the LAKE WORTH DRAINAGE DISTRICT granted an easement to allow WILLIAM G. LAMBRAKIS and CHRISOULA LAMBRAKIS to pipe and fill a portion of the DISTRICT'S L-25 Canal right-of-way, subject to the terms therein contained.

NOW, THEREFORE, it is agreed:

1. **ASSIGNMENT:** In consideration of the sum of TEN DOLLARS (\$10.00), the receipt of which is hereby acknowledged, the Assignor hereby assigns to the Assignee the said Piping Easement Agreement, dated May 15, 1991, regarding that portion of the District's Lateral Canal No. 25 right-of-way, as more particularly described in Exhibit "A" attached hereto and made a part hereof,

03-1557P.08

and hereinafter referred to as the "Easement Area"; subject nevertheless, to the terms, conditions, and stipulations contained in the said Agreement.

2. **ASSIGNEE'S COVENANTS:** The Assignee agrees to pay all obligations arising or accruing from and after the date hereof, as required by the Agreement, and further agrees to be bound by and responsible for the conditions and stipulations contained in the said Agreement arising or accruing from and after the date hereof. Further, Assignee agrees to pay all expenses emanating out of and relating to the preparation of the terms of this Assignment of Piping Easement Agreement, which shall include but not be limited to attorneys' fees, recording fees and administration fees.

Assignee shall provide a report to the DISTRICT every two years, prepared by a professional Florida engineer as to the structural integrity of the pipe.

All notices required or allowed by this Agreement shall be delivered in person or mailed by Certified Mail -- Return Receipt Requested, postage prepaid, to the party upon whom such notice is to be given at the following addresses:

LWDD: Lake Worth Drainage District
13081 Military Trail
Delray Beach, FL 33484
Att: William G. Winters, Manager

Copy to: Mark A. Perry, General Counsel
Lake Worth Drainage District
13081 Military Trail
Delray Beach, FL 33484

ASSIGNEE: Deborah Pines
10519 Pine Tree Terrace
Boynton Beach, FL 33436

Copy to: _____

3. **APPROVAL:** LAKE WORTH DRAINAGE DISTRICT hereby accepts and approves the Assignment of the Piping Easement Agreement from WILLIAM G. LAMBRAKIS and CHRISOULA LAMBRAKIS to DEBORAH PINES, Assignee, so long as Assignee observes and performs all obligations, terms, and conditions contained in the subject agreement and assignment.

IN WITNESS WHEREOF, the parties have hereunto executed this Assignment the day and year first above written.

LAKE WORTH DRAINAGE DISTRICT

By: C. Stanley Weaver
C. STANLEY WEAVER, President

Attest: William G. Winters
WILLIAM G. WINTERS, Secretary

Corporate Seal

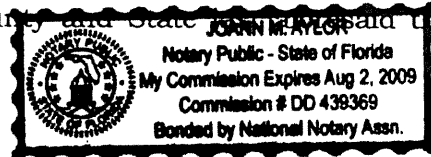
13081 Military Trail
Delray Beach, FL 33484

STATE OF FLORIDA :
COUNTY OF PALM BEACH:

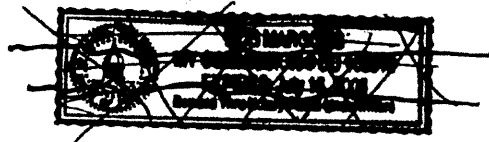
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared C. STANLEY WEAVER and WILLIAM G. WINTERS, the President and Secretary respectively, of the LAKE WORTH DRAINAGE DISTRICT, known to me, and who did not take an oath.

WITNESS my hand and official seal in the County and State of Florida and this the 3 day of August 2006.

Man N. Chilton
Notary Public



Notary Stamp or Seal



03-1557P.08

ASSIGNOR:

**WILLIAM G. LAMBRAKIS and
CHRISOULA K. LAMBRAKIS**

Paul Lambrakis
(1) Witness Signature
PAUL LAMBRAKIS
Printed Name of Witness

By: *William G. Lambrakis*
William G. Lambrakis

Andrea Spirazza
(2) Witness Signature
ANDREA SPIRAZZA
Printed Name of Witness

By: *Chrisoula K. Lambrakis*
Chrisoula K. Lambrakis

11611 N. Lake Drive
Boynton Beach, FL 33436

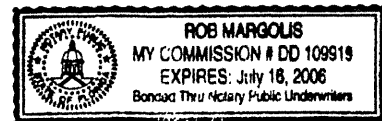
STATE OF FLORIDA :
COUNTY OF PALM BEACH:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared WILLIAM G. LAMBRAKIS and CHRISOULA K. LAMBRAKIS, both of whom acknowledged executing the foregoing instrument, are known to me, or have produced _____ as identification, and who did (did not) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this the 13 day of JULY 2006.


Rob Margolis
Notary Public

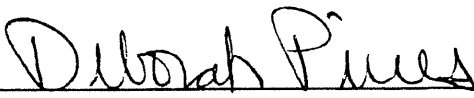
Notary Stamp or Seal



03-1557P.08

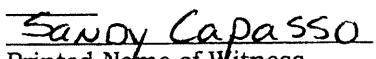
ASSIGNEE: DEBORAH PINES, Trustee


(1) Witness Signature
Maria Clara Urdaneta
Printed Name of Witness

By: 
Deborah Pines


(2) Witness Signature

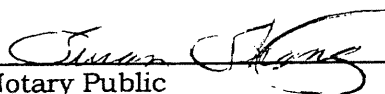
10519 Pine Tree Terrace
Boynton Beach, FL 33436


Printed Name of Witness

STATE OF FLORIDA :
COUNTY OF PALM BEACH:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared DEBORAH PINES, who acknowledged executing the foregoing instrument, is known to me, or has produced _____ as identification, and who did (did not) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this the 6th day of July 2006.


Notary Public

NOTARY PUBLIC, STATE OF FLORIDA
 **Susan Strang**
Commission # DD382312
Expires: MAR. 11, 2009
Notary Stamp or Seal _____
Notary Public, Inc.

#166

EXHIBIT C

RETURN TO:
LAKE WORTH DRAINAGE DISTRICT
13081 Military Trail
Delray Beach, FL 33484

PREPARED BY:
MARK A. PERRY, ESQ.
Perry & Kern, P.A.
50 SE Fourth Avenue
Delray Beach, FL 33483

CFN 20070207224
OR BK 21676 PG 0708
RECORDED 04/30/2007 11:45:12
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0708 - 712; (5pgs)

ASSIGNMENT OF LICENSE AGREEMENT

ASSIGNMENT made the 26 day of April, 2007, between **DEBORAH PINES, Trustee of the Deborah Pines Trust dated January 6, 2000**, whose mailing address is 2550 N. Federal Highway, Suite 15, Fort Lauderdale, Florida 33305, Assignor, and **Edouard Joseph**, whose mailing address is 10519 Pine Tree Terrace, Boynton Beach, Florida 33436, Assignee, and **LAKE WORTH DRAINAGE DISTRICT**, a Special Taxing District, of 13081 Military Trail, Delray Beach, Florida 33484.

WHEREAS, by a certain Piping Easement Agreement, dated May 15, 1991, by and between LAKE WORTH DRAINAGE DISTRICT and WILLIAM G. LAMBRAKIS and CHRISOULA LAMBRAKIS, as recorded in the Public Records of Palm Beach County in Record Book 6975, Page 1802, the LAKE WORTH DRAINAGE DISTRICT granted an easement to allow WILLIAM G. LAMBRAKIS and CHRISOULA LAMBRAKIS to pipe and fill a portion of the DISTRICT'S L-25 Canal right-of-way, subject to the terms therein contained; and

WHEREAS, by a certain Assignment of License Agreement, dated July 11, 2006, WILLIAM G. LAMBRAKIS and CHRISOULA LAMBRAKIS, as Assignor assigned the original Piping Easement Agreement to DEBORAH PINES, Trustee of the Deborah Pines Trust dated January 6, 2000, as Assignee, as recorded in Official Record Book 20690, Page 0059, of the Public Records of Palm Beach County, Florida.

03-1557P.08

NOW, THEREFORE, it is agreed:

1. **ASSIGNMENT:** In consideration of the sum of TEN DOLLARS (\$10.00), the receipt of which is hereby acknowledged, the Assignor hereby assigns to the Assignee the said Piping Easement Agreement, dated May 15, 1991, regarding that portion of the District's Lateral Canal No. 25 right-of-way, as more particularly described therein, and hereinafter referred to as the "Easement Area"; subject nevertheless, to the terms, conditions, and stipulations contained in the said Agreement.

2. **ASSIGNEE'S COVENANTS:** The Assignee agrees to pay all obligations arising or accruing from and after the date hereof, as required by the Agreement, and further agrees to be bound by and responsible for the conditions and stipulations contained in the said Agreement arising or accruing from and after the date hereof. Further, Assignee agrees to pay all expenses emanating out of and relating to the preparation of the terms of this Assignment of Piping Easement Agreement, which shall include but not be limited to attorneys' fees, recording fees and administration fees.

Assignee shall provide a report to the DISTRICT every two years, prepared by a professional Florida engineer as to the structural integrity of the pipe.

All notices required or allowed by this Agreement shall be delivered in person or mailed by Certified Mail -- Return Receipt Requested, postage prepaid, to the party upon whom such notice is to be given at the following addresses:

LWDD: Lake Worth Drainage District
13081 Military Trail
Delray Beach, FL 33484
Att: Ronald L. Crone, Manager

Copy to: Mark A. Perry, General Counsel
Lake Worth Drainage District
13081 Military Trail
Delray Beach, FL 33484

03-1557P.08

ASSIGNEE:

Edouard Joseph
10519 Pine Tree Terrace
Boynton Beach, FL 33436

3. **APPROVAL:** LAKE WORTH DRAINAGE DISTRICT hereby accepts and approves the Assignment of the Piping Easement Agreement from DEBORAH PINES, Assignor, to EDOUARD JOSEPH, Assignee, so long as Assignee observes and performs all obligations, terms, and conditions contained in the subject agreement and assignment.

IN WITNESS WHEREOF, the parties have hereunto executed this Assignment the day and year first above written.

LAKE WORTH DRAINAGE DISTRICT

By: 
JAMES M. ALDERMAN, President

Attest: 
RONALD L. CRONE, Secretary

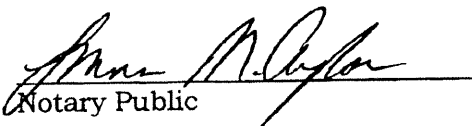
Corporate Seal

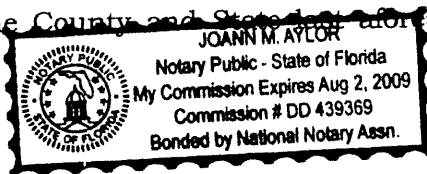
13081 Military Trail
Delray Beach, FL 33484

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JAMES M. ALDERMAN and RONALD L. CRONE, the President and Secretary respectively, of the LAKE WORTH DRAINAGE DISTRICT, known to me, and who did not take an oath.

WITNESS my hand and official seal in the County and State aforesaid this the 26 day of April 2007.


Notary Public



Notary Stamp or Seal

03-1557P.08

ASSIGNOR: DEBORAH PINES, Trustee

(1) Witness Signature

Printed Name of Witness

(2) Witness Signature

Printed Name of Witness

By: Deborah Pines
Deborah Pines Individually
and as Trustee

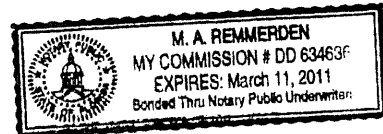
2550 N. Federal Highway, Suite 15
Fort Lauderdale, FL 33305

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared DEBORAH PINES, who acknowledged executing the foregoing instrument, is known to me, or has produced FLA DRIVER'S LICENSE as identification, and who did (did not) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this the 8 day of MARCH 2007.

M. A. Remmerden
Notary Public



Notary Stamp or Seal

ASSIGNEE: EDOUARD JOSEPH

M. Remmerden

(1) Witness Signature

M. REMMERDEN

Printed Name of Witness

By: [Signature]

Edouard Joseph

10519 Pine Tree Terrace

Boynton Beach, FL 33436

[Signature]

(2) Witness Signature

Heanna Flynn

Printed Name of Witness

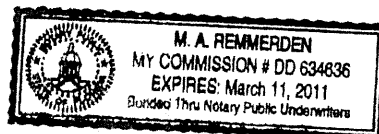
STATE OF FLORIDA :
COUNTY OF PALM BEACH :

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared EDOUARD JOSEPH, who acknowledged executing the foregoing instrument, is known to me, or has produced Florida Drivers License as identification, and who did (did not) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this the 5 day of April 2007.

M. Remmerden

Notary Public



Notary Stamp or Seal



CFN 20220023633

OR BK 33225 PG 0030
RECORDED 01/18/2022 11:58:13
AMT 10.00
Doc Stamp 0.70
Palm Beach County, Florida
Joseph Abruzzo, Clerk
Pgs 0030 - 32; (3pgs)

EXHIBIT D

*Prepared by and
When recorded return to:*
The Document People
21904 Ventura Blvd.
Woodland Hills, CA 91364

Mail Tax Statement To:
Edouard Rene Joseph and
Christine Nadia Joseph, Trustees
10519 Pine Tree Terrace
Boynton Beach, FL 33436

Parcel Identification Number: 00-42-45-25-03-000-0430

QUITCLAIM DEED

THIS INDENTURE, executed this 8 day of DECEMBER, 2021, by the Grantor, **Edouard Joseph, a married man**, whose address is **10519 Pine Tree Terrace, Boynton Beach, FL, 33436**, does hereby remise, release and forever quitclaim all their interest to **The Joseph Family Trust, UTD** DECEMBER 8, 2021, **Edouard Rene Joseph and Christine Nadia Joseph, Trustees**, hereby Grantee, whose address is **10519 Pine Tree Terrace, Boynton Beach, FL, 33436**.

WITNESSETH

That the grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto said Grantee and Grantee's heirs, successors forever, all the right, title, interest, claim and demand which the said Grantor has in and to the following described land situate in Palm Beach County, State of Florida:

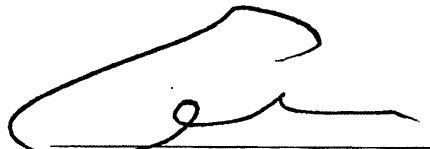
LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF.

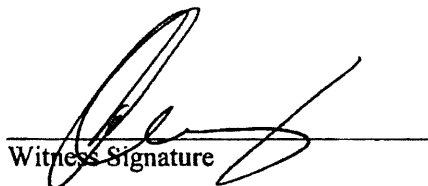
TO HAVE AND TO HOLD, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

Commonly known as: 10519 Pine Tree Terrace, Boynton Beach, FL, 33436.

IN WITNESS WHEREOF, the said party has signed and sealed these presents the day and year set forth below.

Date December 8, 2021


Edouard Joseph


Witness Signature

ANDREA CHAVEZ
Printed Name


Witness Signature

CYNTHIA DUREN
Printed Name

A Notary Public or other official completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy, or validity of that document.

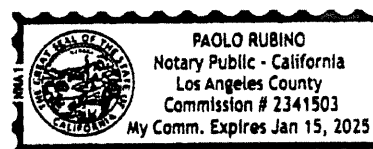
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On December 8, 2021, before me, PAOLO RUBINO, a Notary Public, personally appeared, Edouard Joseph, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.


Notary Public

Printed name: PAOLO RUBINO

My Commission Expires: JAN 15, 2025



Mail Tax Statement As Shown Above

EXHIBIT "A"

All that certain parcel or tract of land (more commonly known as Lot 43, PINETREE GOLF CLUB, an unrecorded plat) lying and being in the County of Palm Beach, State of Florida, more particularly described as follows:

Commencing at the Southwest corner of Section 25, Township 45 South, Range 42 East, Palm Beach County, Florida, thence North 89°26'45" East along the South line of said Section 25, a distance of 1355.16 feet to a point; thence North 0°41'42" East a distance of 1147.51 feet to a point; thence North 89°43'58" East a distance of 2130.81 feet to a point; thence North 0°16'02" West a distance of 1339.50 feet to the Point of Beginning; thence North 0°16'02" West, a distance of 118.00 feet to a point; thence South 89°43'58" West a distance of 175.00 feet to a point; thence South 0°16'02" East a distance of 118.00 feet to a point; thence North 89°43'58" East a distance of 175.00 feet to the Point of Beginning.

EXHIBIT E

PLANS & SPECIFICATIONS

L-25 CANAL PIPE REPAIR
JOSEPH PROPERTY
10519 PINE TREE TERRACE

Removal and disposal of ~175-200 L.F. of 4 FT aluminum and chain link fence within LWDD right-of-way (referenced area).

Installation of ~125 L. F. of 4 FT chain link fence along north property line to restrict access to pool per Palm Beach County building codes.

Removal of all trees and vegetation within the referenced area.

Install ~140-150 L.F. 72" CIPP (Cured In-Place Pipe) - (MHI-CB1) to repair existing failing pipe, in accordance with FDOT standards Section 431, Pipe Liner.

Following completion of pipe repair, grade and resod referenced area.

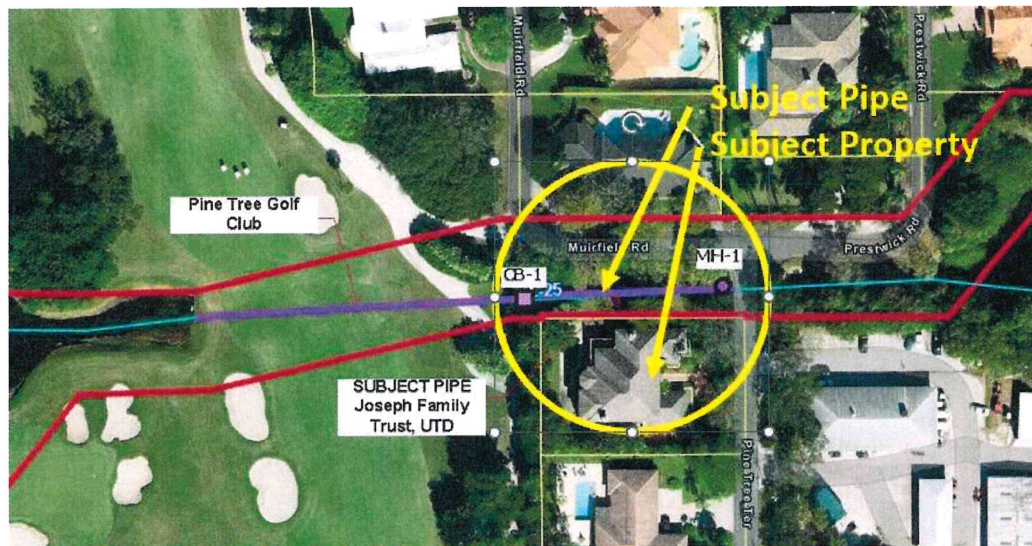


EXHIBIT F

*Excerpt from original agreement
recorded ORB6975/PG1802*

ORB 6975 Pg 1808

EXHIBIT "A"

Commencing at the Southwest corner of Section 25, Township 45 South, Range 42 East; thence N 89°26' 45" E, along the South line of said Section 25, a distance of 1355.16 feet to a point; thence N 0°41' 42" E, a distance of 1147.51 feet to a point; thence N 89°43' 58" E, a distance of 2130.81 feet to a point; thence N 0°16' 02" W, a distance of 1339.50 feet to the Point of Beginning; thence continue N 0°16' 02" W, a distance of 118.00 feet to a point; thence S 89°43' 58" W, a distance of 175.00 feet to a point; thence S 0°16' 02" E, a distance of 118.00 feet to a point; thence N 89°43' 58" E, a distance of 175.00 feet to the Point of Beginning.

Subject to easement over and upon the North 10 feet thereof, and a road right-of-way easement over the East 20 feet thereof.

EXHIBIT "B"

Canal right-of-way as described in O.R.B. 2009 P. 1480

EXHIBIT "C"

Commencing at the Northwest Corner of the parcel described in Exhibit "A"; thence S 0°16' 02" E, along the West line of the parcel described in Exhibit "A", a distance of 10.00 feet to the Point of Beginning of the parcel to be herein described; thence S 89°43' 58" W, a distance of 3.00 feet to a point; thence N 0°16' 02" W, a distance of 50.00 feet to a point; thence N 89°43' 58" E, a distance of 158.00 feet to a point; thence S 0°16' 02" E, a distance of 50.00 feet to a point; thence S 89°43' 58" W, a distance of 155.00 feet to the Point of Beginning of the herein described parcel.

All lying and being in Section 25, Township 45 South, Range 42 East, Palm Beach County, Florida.

RECORD VERIFIED
PALM BEACH COUNTY, FLA
JOHN B. DUNKLE
CLERK CIRCUIT COURT

EXHIBIT G

COST ESTIMATE

L-25 CANAL PIPE REPAIR
JOSEPH PROPERTY
10519 PINE TREE TERRACE

Remedial Actions Paid to Date:	
Pipe Inspection conducted 12/16/2023	\$2,250
Pipe Cleaning conducted 4/22/24	\$3,600
Construction Cost Estimates:	
Encroachment Removal (Fencing & Vegetation)	~\$20,000
Installation of Chain link fencing on north boundary line	~\$3,750
Pipe remediation (Installation of ~140 L.F. of 72" CIPP @ \$950 per L.F.)	~\$133,000
Cleaning and Post Inspection	~\$12,000
Site Restoration (grading, sod)	~\$3,000
Other Expenses:	
Surveying	~\$1000
Engineering – Coordination, on-site inspections, final certifications	~\$15,000
Preparation of Plans & Specs, Bid Documents	~\$1,160
Printing & publishing of notices and proceedings	~\$2,500
Preparation of special assessment documentation	~\$5,000
Total Estimated Costs	\$202,260.00

EXHIBIT H

LAKE WORTH DRAINAGE DISTRICT NOTICE OF PUBLIC HEARING AND RESOLUTION OF THE BOARD OF SUPERVISORS REGARDING:

THE BOARD OF SUPERVISORS OF THE LAKE WORTH DRAINAGE DISTRICT HAVING ADOPTED AND CERTIFIED RESOLUTION 2024-03 MAKING A FINDING OF NECESSITY FOR CERTAIN SPECIAL IMPROVEMENTS SHALL HOLD A PUBLIC MEETING FOR THE PURPOSE OF HEARING OBJECTIONS TO THE PROPOSED IMPROVEMENTS FROM ANY AFFECTED PROPERTY OWNERS. IMMEDIATELY FOLLOWING THE PUBLIC HEARING THE BOARD WILL CONSIDER RESOLUTION 2024-04 FINDING A NECESSITY FOR CERTAIN SPECIAL IMPROVEMENTS TO A DEFINED BENEFITED PROPERTY; DESCRIBING THE NATURE OF THE NECESSARY SPECIAL IMPROVEMENTS; PROVIDING THE ESTIMATED TOTAL COST OF THE IMPROVEMENTS; DECLARING THE PORTION OF THE COSTS TO BE PAID BY BENEFITED PROPERTY; STATING THE METHOD FOR PAYMENT OF THE ASSOCIATED ASSESSMENTS, THE TERM OF THOSE ASSESSMENTS, AND THE INTEREST RATE TO BE APPLIED TO THE ASSESSMENT; DIRECTING THE SPECIAL IMPROVEMENTS TO BE CONSTRUCTED AS DESIGNED; AND PROVIDING AN EFFECTIVE DATE.

The Lake Worth Drainage District ("LWDD"), an independent special district created pursuant to the General Drainage Laws of 1913 and currently operating under Chapter 2009-258 Laws of Florida, gives notice of a Public Hearing to be conducted by the Board of Supervisors of the LWDD on October 16, 2024 at 8:30 a.m. at 13081 S Military Trail, Delray Beach, FL 33484, for the purpose of hearing all objections to the proposed Special Improvements as described in the Certified Resolution 2024-23, adopted on September 11, 2024.

The Special Improvements shall be assessed against the benefited property, located at 10519 Pine Tree Terrace, Boynton Beach, Florida. All affected property owners have a right to appear at this Public Hearing and provide their objections for the Board's consideration.

Immediately following the Public Hearing, the Board shall consider **Resolution 2024-04** to adopt the finding of necessity for certain Special Improvements to a defined benefited property; describing the nature of the necessary Special Improvements; providing the estimated total cost of the improvements; declaring the portion of the costs to be paid by the benefited property; stating the method for payment of the associated assessments, the term of those assessments, and the interest rate to be applied to the assessment; directing the District staff to complete or contract for the construction of the Special Improvements; and providing an effective date. The full resolution may be obtained by contacting the District Office during regular business hours by phone at: (561) 498-5363; or in person: 13081 S Military Trail, Delray Beach, FL 33484.

All interested persons are invited to attend the meeting. Pursuant to Section 286.0105, Florida Statutes, a person deciding to appeal any decision made by the Board with respect to any matter considered at a meeting of the LWDD or any subsequent meeting to which the LWDD has continued its deliberations is advised that such person will need a record of all proceedings and may need to ensure that verbatim record of all proceeding is made, which must include the testimony and evidence upon which the appeal is to be based.

Bencor 401(a) Special Pay Plan

Melissa Skora, HR Administrator
Board Meeting - October 16, 2024
Agenda Item #10



Background



- Bencor was founded in 1990, and in 2009 became part of the U.S. Retirement Partners family.
- Currently, there are 300 Bencor plans with over 400,000 participants and \$1.4 billion in assets.
- These employees and employers save over \$100,000,000 of payroll taxes each year and defer tens of millions of dollars of Federal Income Tax annually.

Benefits of Special Pay Plan



- The Special Pay Plan is a significant retirement benefit for accumulated sick and vacation leave pay.
- The employee has federal income tax deferred on the leave payout until funds are withdrawn and permanently avoid the Social Security and Medicare taxes (7.65%) on those funds.
- Accounts accrue at a 3.5% rate; can fluctuate as its based on the market

Benefits of Special Pay Plan



- Once the funds are deposited into the plan account, employees can leave in that account, withdraw the funds or re-invest in other investment options.
- There is an option to freeze or terminate the plan if we decide to no longer use it.
- No fees to employee or employer. If account is inactive (less than \$1,000 and no activity for 2 years); fee of \$2.00 per month

- Analyzed leave payouts to employees over last 5 years to determine savings to LWDD as well as employees and the result was savings of approximately \$25,000 for both the employee and employer.
- Need to stay competitive in the job market with other governmental entities.

Eligibility Requirements

- Employee must complete 6 months of employment (exhaust probationary period)
- Payout of accumulated sick and vacation leave must exceed \$2,500

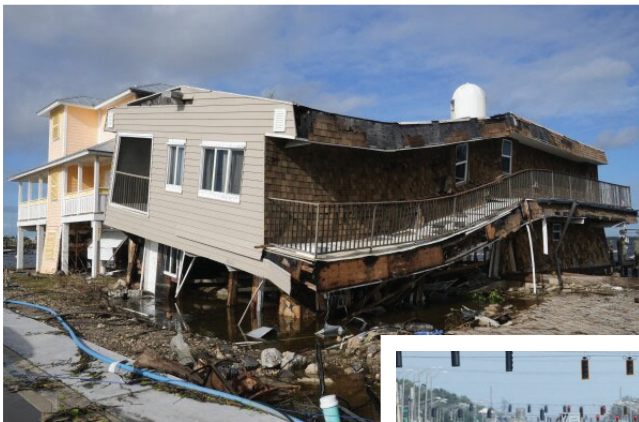
- Approval to piggyback Palm Beach County contract and enter into contract with Bencor, Inc. for implementation of a 401(a) Special Pay Plan

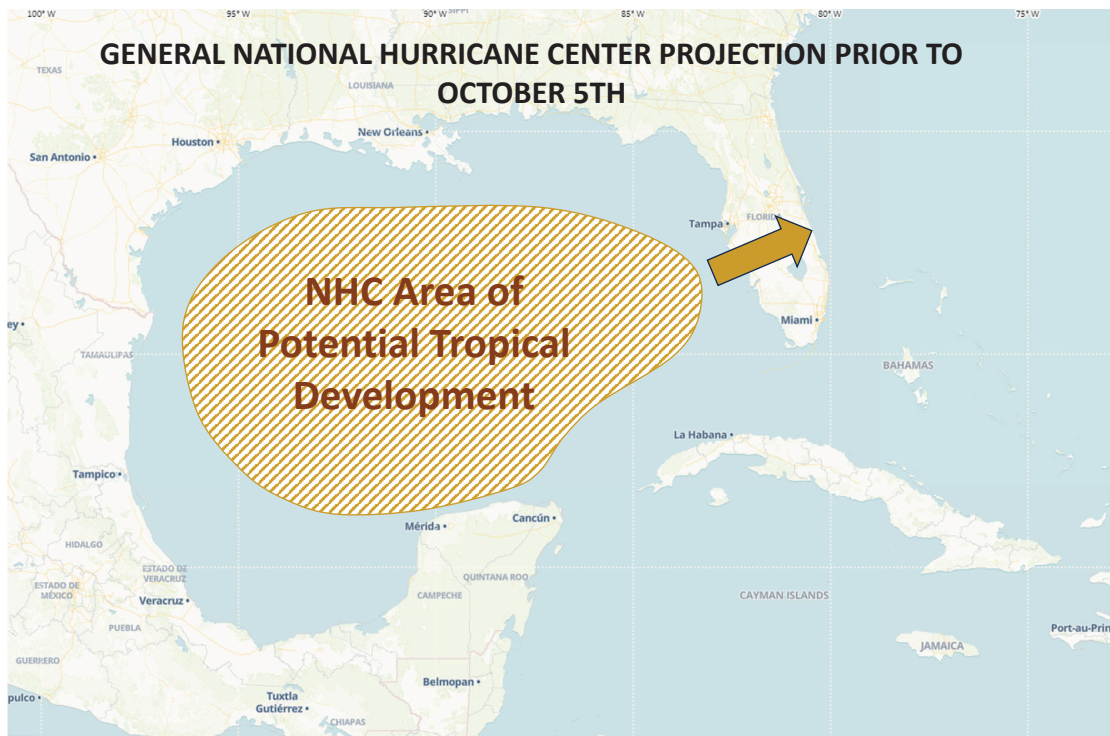
HURRICANE MILTON

Operations Summary



Tommy B. Strowd, P.E.
Executive Director / District Engineer
Governing Board Meeting
Executive Director Comments – Agenda Item #11
October 16, 2024





**South Florida Water Management District Weather
10:05AM Wednesday, October 02, 2024 (tbk)**

...SCATTERED TO NUMEROUS AFTERNOON SHOWERS & THUNDERSTORMS EXPECTED AROUND & NORTH OF LAKE OKEECHOBEE TODAY IN ASSOCIATION WITH A STALLED COLD FRONT...WIDELY SCATTERED TO SCATTERED ACTIVITY OVER THE SOUTH-CENTRAL & SOUTHWESTERN INTERIOR OF THE SFWMD...LITTLE TO NO RAIN ALONG & NEAR THE LOWER EAST COAST...

...THE STATIONARY COLD FRONT LIKELY TO BE THE FOCUS OF ADDITIONAL RAINFALL OVER THE CENTRAL & NORTHERN PART OF THE SFWMD ON THURS...

...HEAVIEST RAINS ON FRI MOST LIKELY SOUTHWESTERN HALF OF THE SFWMD ON FRI...SPECIFICALLY FROM THE WESTERN INTERIOR THROUGH THE WEST COAST...

...A NOTABLE DECREASE OF TOTAL SFWMD RAINFALL POSSIBLE ON SAT...FOLLOWED BY A VERY LARGE INCREASE RAINFALL IN RAINFALL LIKELY EARLY NEXT WEEK IN ASSOCIATION WITH GULF LOW PRESSURE & FRONTAL ZONE...

...SEVERAL DAYS OF SIGNIFICANT RAINFALL POSSIBLE SUN THROUGH WEDS NEXT WEEK...A LOWER BUT CREDIBLE CHANCE OF AN HISTORIC RAINFALL EVENT...MORE SEVERE IMPACTS SUCH AS SEVERE WEATHER & A WIND/STORM SURGE THREAT POSSIBLE...

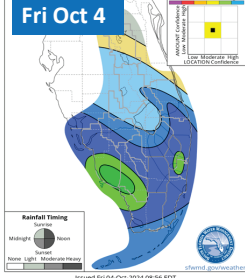
...TOTAL WEEKLY SFWMD RAINFALL LIKELY MUCH ABOVE NORMAL...

LWDD Canal Pre-Storm Drawdown:	Thu Oct 3
LWDD Auth. to Open Community Gates:	Fri Oct 4, 6am
Community Gates Closed:	Fri Oct 4, 6pm

SFWMD October 4th Rainfall Forecast

SFWMD Quantitative Precipitation Forecast (QPF)

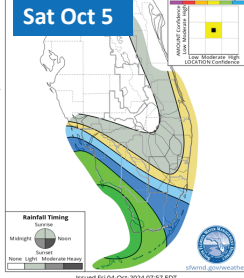
Day 1 24-Hour Period Beginning Sat EDT Friday



Issued Fri 04-Oct-2024 08:56 EDT

SFWMD Quantitative Precipitation Forecast (QPF)

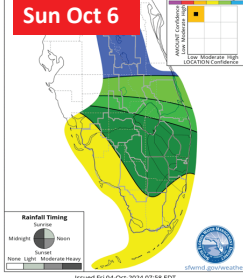
Day 2 24-Hour Period Beginning Sat EDT Saturday



Issued Fri 04-Oct-2024 07:57 EDT

SFWMD Quantitative Precipitation Forecast (QPF)

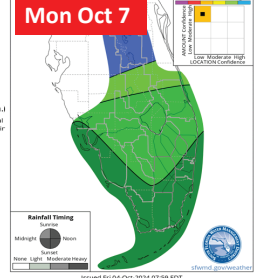
Day 3 24-Hour Period Beginning Sat EDT Sunday



Issued Fri 04-Oct-2024 07:58 EDT

SFWMD Quantitative Precipitation Forecast (QPF)

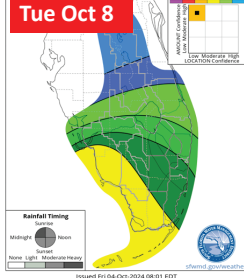
Day 4 24-Hour Period Beginning Sat EDT Monday



Issued Fri 04-Oct-2024 07:59 EDT

SFWMD Quantitative Precipitation Forecast (QPF)

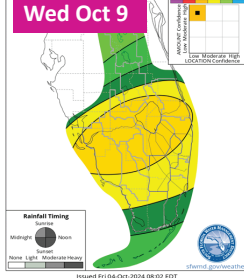
Day 5 24-Hour Period Beginning Sat EDT Tuesday



Issued Fri 04-Oct-2024 08:01 EDT

SFWMD Quantitative Precipitation Forecast (QPF)

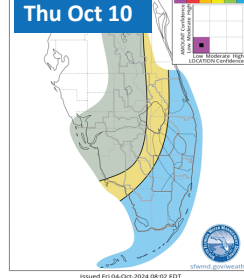
Day 6 24-Hour Period Beginning Sat EDT Wednesday



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SFWMD Quantitative Precipitation Forecast (QPF)

Day 7 24-Hour Period Beginning Sat EDT Thursday

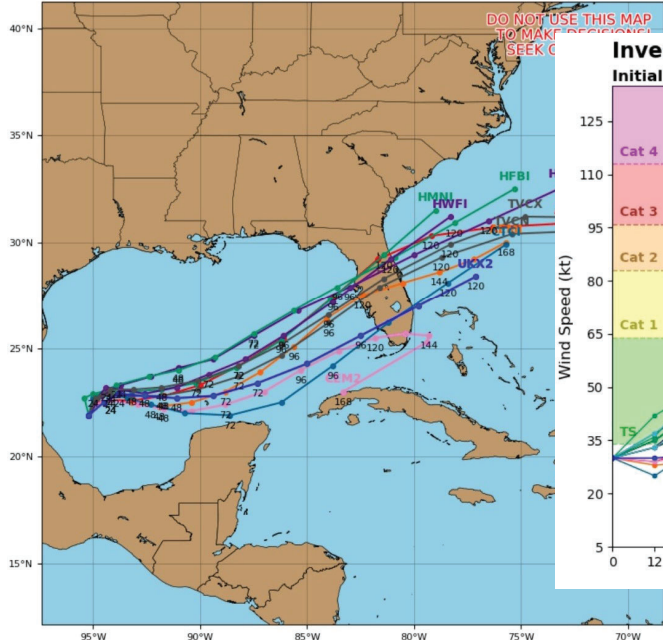


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Invest 92L Model Track Guidance

Initialized at 12z Oct 05 2024

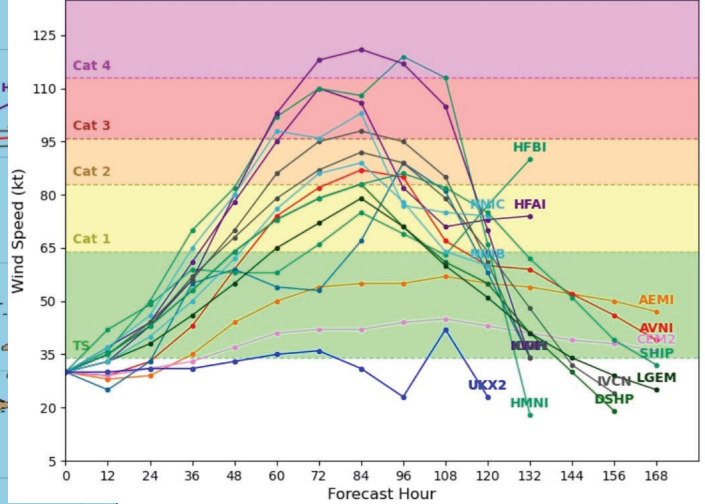
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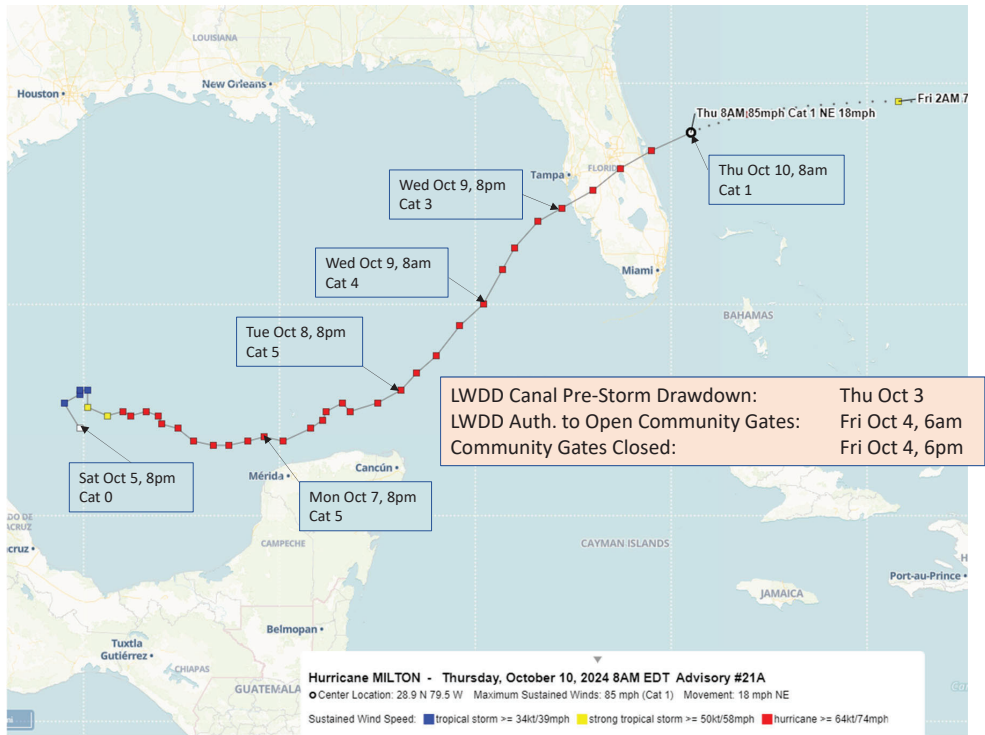


Invest 92L Model Intensity Guidance

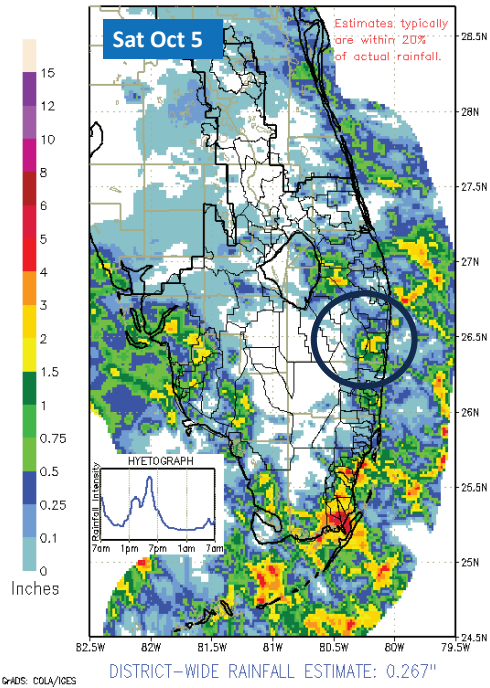
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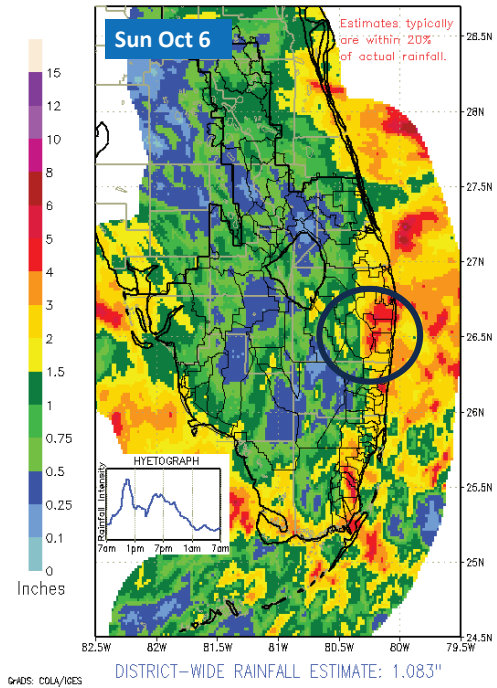




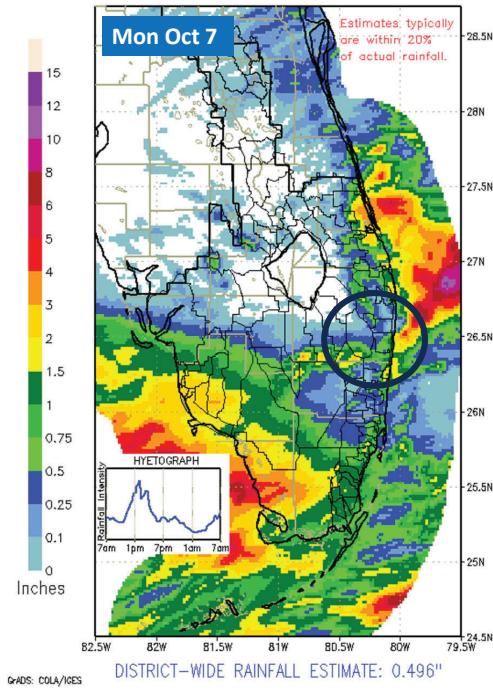
SFWM PROVISIONAL RAINFALL EOD DAILY RAINFALL ESTIMATES
 FROM: 0700 EST, 10/05/2024 THROUGH: 0700 EST, 10/06/2024



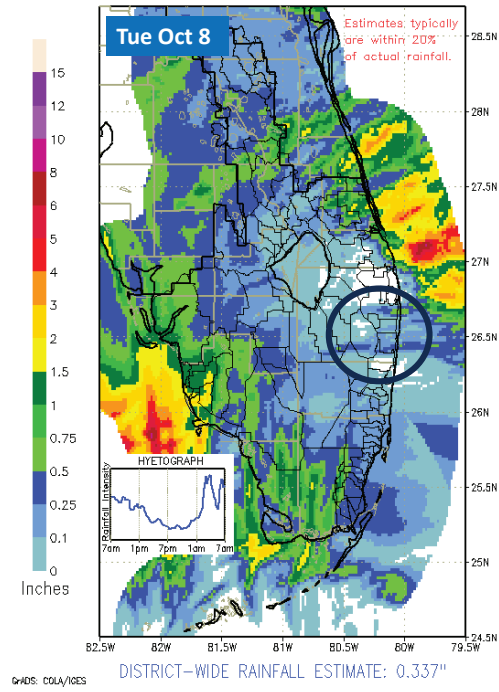
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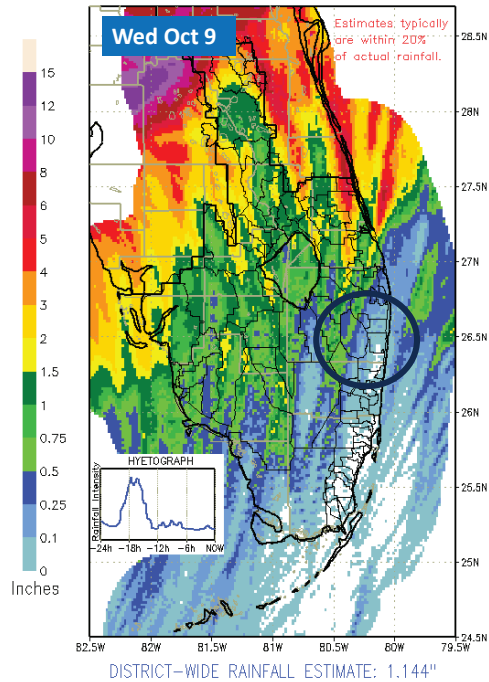
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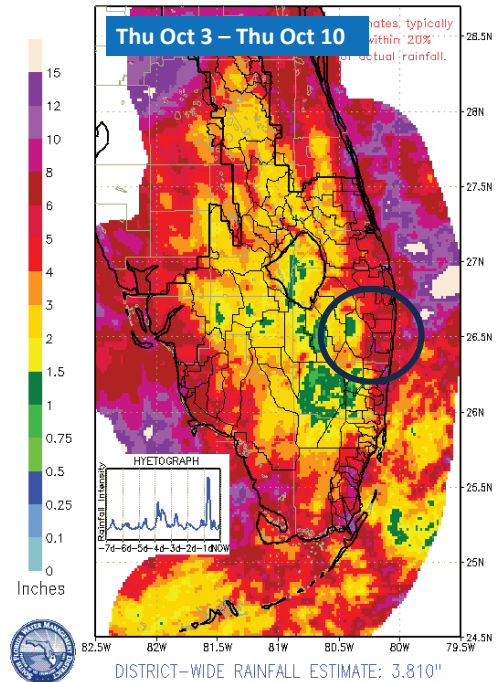
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FROM: 0700 EST, 10/08/2024 THROUGH: 0700 EST, 10/09/2024



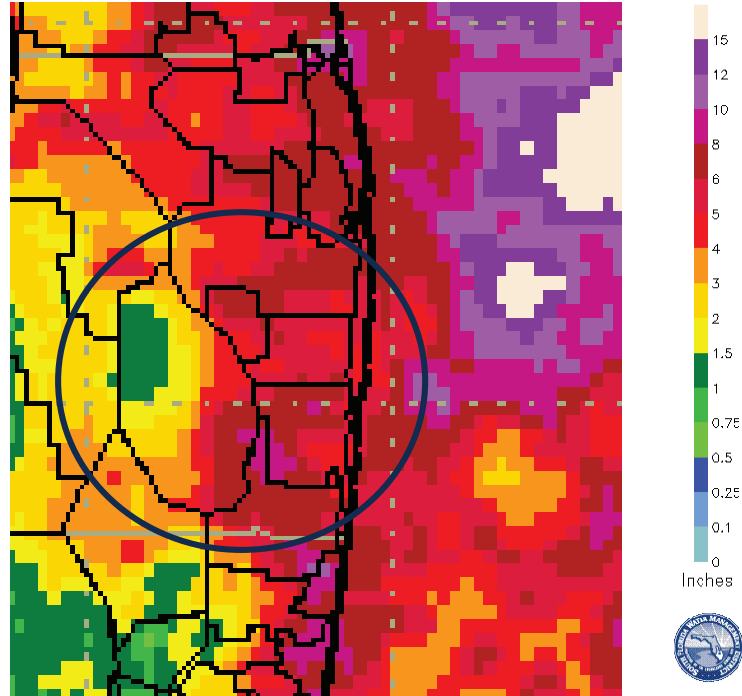
SFWMD PROVISIONAL RAINDAR NRT DAILY RAINFALL ESTIMATES
FROM: 0700 EST, 10/09/2024 THROUGH: 0700 EST, 10/10/2024



SFWMD PROVISIONAL RAINDAR 7-DAY RAINFALL ESTIMATES
FROM: 0700 EST, 10/03/2024 THROUGH: 0700 EST, 10/10/2024

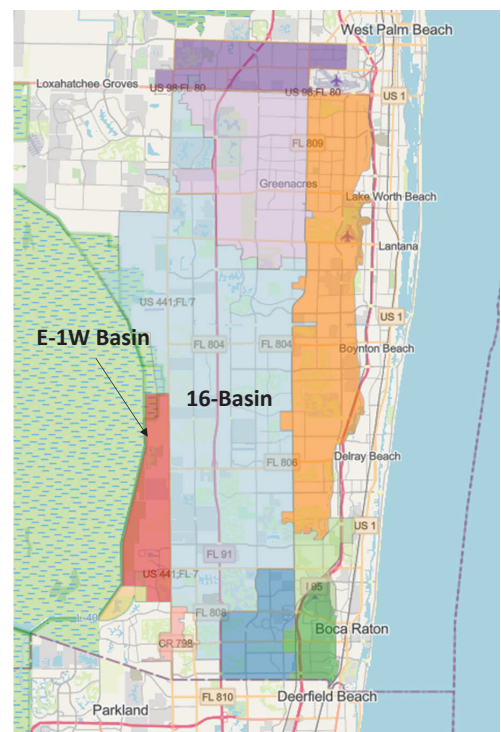


Thu Oct 3 – Thu Oct 10



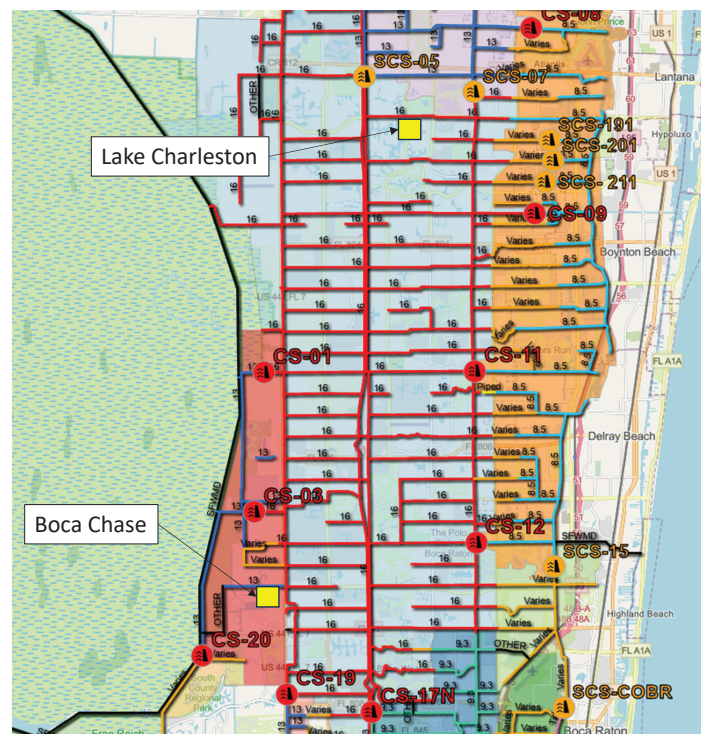
Basin Operations Summary

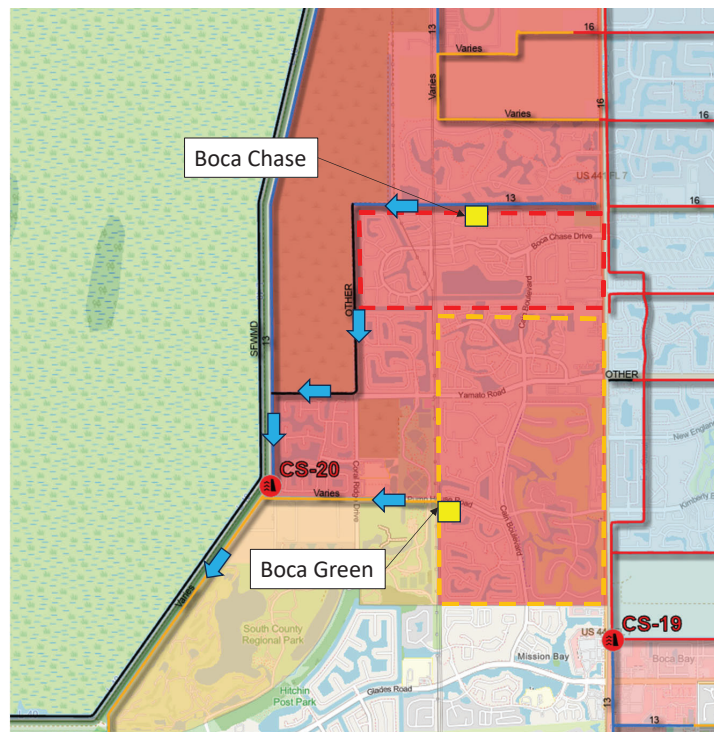
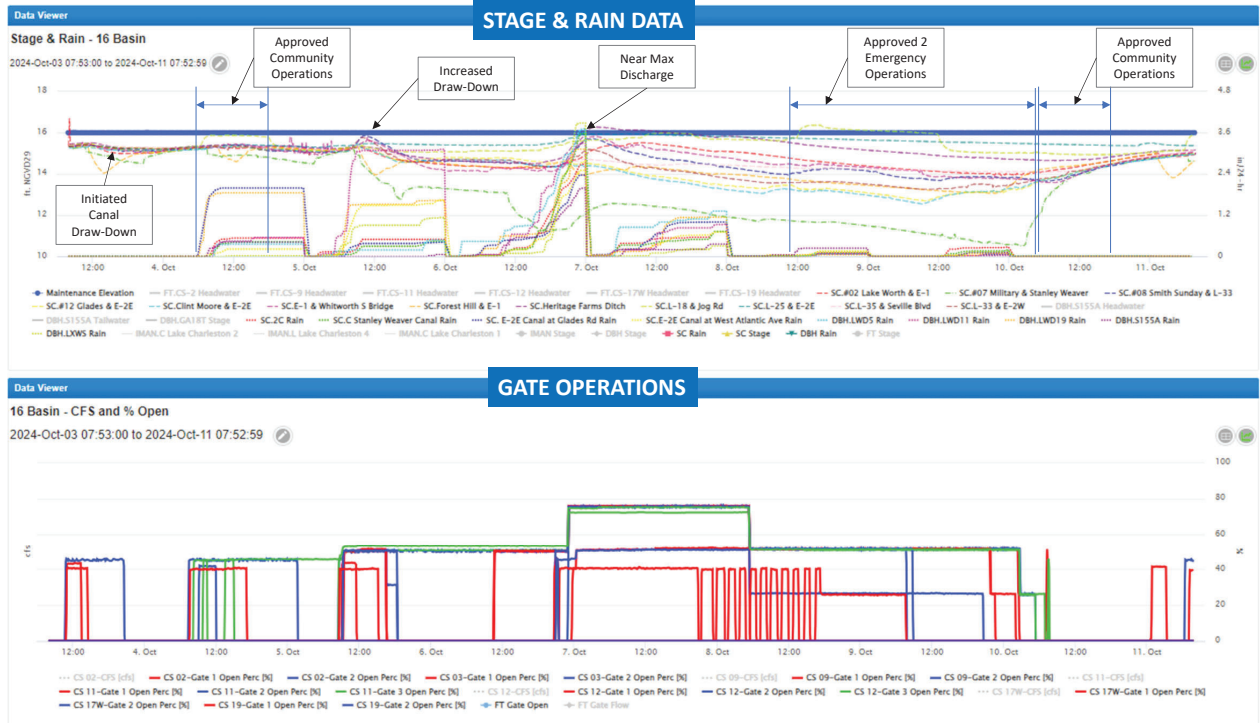
- Pre-Storm Operations
 - Initiated canal drawdown - Thu Oct 3rd
 - Authorized all communities to open Emergency Operable Structures – Thu Oct 3rd
 - 6 AM to 6 PM – Fri Oct 4th
- Maintained canal elevations at or below the design stage in the 16-Basin throughout the storm
- Maintained canal elevations to avoid submergence impacts to community discharge structures in the E-1W Basin
- Emergency operations taken to address potential flooding in 2 residential communities
- Post-Storm Operations
 - Authorized all communities to open Emergency Operable Structures - Thu Oct 10th
 - 6 AM to 6 PM – Fri Oct 11th
- Returned to normal operations - Oct 11th

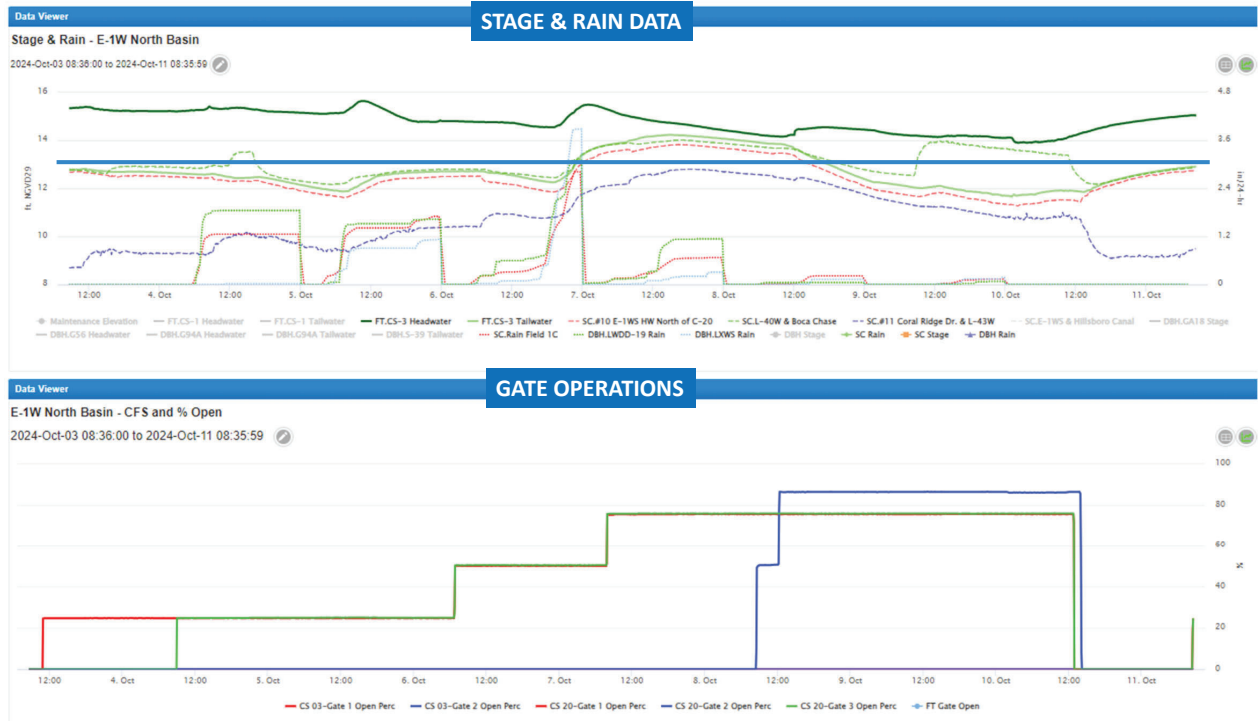


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- Returned to normal operations - Oct 11th







Community Emergency Operations Requests

- Lake Charleston Community
 - Requested opening Emergency Operable Structures to lower water levels within their community
 - Numerous inspections over the course of several days found the following;
 - Failed culvert at one of several stormwater outfalls
 - Internal culvert replacement was under way by Palm Beach County within the Lake Charleston stormwater system. Contractor pumps were not able to remediate street flooding during the event
 - Authorized opening of Emergency Operable Structure on Tue – Oct 8th, between noon on the 8th and noon on the 9th.



Lake Charleston Outfall Culvert Failure

- Failed outfall culvert located on LWDD right-of-way
- Notice of Violation sent to HOA on September 8, 2024
- HOA contests ownership of the outfall
- Culvert condition was a consideration in authorizing the operation of their emergency operable structures



Community Emergency Operations Requests (con't)

- Boca Chase Community
 - Requested opening Emergency Operable Structures to lower water levels within their community
 - Boca Chase is the only residential development within LWDD that utilizes pumping of stormwater runoff into an above-ground storage impoundment
 - Numerous inspections over the course of several days found the following;
 - Failed gate operator mechanism at the outfall of the community's Above-Ground Impoundment was in a partially open position
 - As a result, water from the impoundment drained back into the development causing significant potential for street flooding, or worse.
 - Authorized opening of Emergency Operable Structure on Wed – Oct 9th, between 9 AM on the 9th and 9 AM on the 10th.



Community Concerns

- Received numerous calls of high-water levels in community stormwater ponds and storm drains
- All subsequent field inspections indicated that reported conditions were at levels that would be expected in response to the rainfall received



Emergency Operations Center Activity / Storm Response

- Participated in SFWMD 298 Special District / Local Government Coordination Conference Call – Mon Oct 7th
- LWDD EOC Telephone Line / Email received numerous calls from concerned citizens and property managers regarding potential high-water conditions associated with Hurricane Milton
- Calls were triaged to prioritize communications with community Property Managers to address potential operational issues
- Citizen calls were returned to answer questions and address concerns
 - 56 EOC Line voicemails answered
 - 100+ direct voicemails answered
 - 130+ direct calls answered
 - 72 emails at info@LWDD.net
 - 35 communities updated contact information

Emergency Operations Center Activity / Storm Response (con't)

- LWDD Field Inspectors and Management Team Members made numerous field investigations to address concerns by HOA's / Property Managers
- Continually communicated with County Commission Staff and State Representative Katherine Waldron to address LWDD response to the storm
- Participated in several media interviews throughout the event



Water districts, municipalities preparing for possible flooding next week

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Updated: 6:21 PM EDT Oct 4, 2024

Infinite Scroll Enabled

Steve King f t

Reporter



NEWS

Up to a foot of rain possible in areas of South Florida through next week with Gulf system

Kimberly Miller

Palm Beach Post

Published 8:20 a.m. ET Oct. 4, 2024 | Updated 3:17 p.m. ET Oct. 4, 2024

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The Palm Beach Post

HURRICANE

Hurricane Milton: Community lakes levels rising, but drainage district doesn't fear floods

Two communities got permission to release water from their lakes into Lake Worth Drainage District canals. Others must wait for the storm to pass.



Mike Diamond

Palm Beach Post

Published 3:12 p.m. ET Oct. 9, 2024 | Updated 4:52 p.m. ET Oct. 9, 2024

NEWS

'There's nowhere for the water to go:' Miles from the ocean, water is becoming a big issue

Anna Geyss

Palm Beach Post

Published 5:02 a.m. ET Oct. 10, 2024 | Updated 12:12 p.m. ET Oct. 10, 2024

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