



**South Indian River**  
*Water Control District™*

# **Policies and Procedures Manual**

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# 1 Introduction

## 1.1 Purpose of the Manual

The purpose of the Policies and Procedures Manual (Manual) is to provide landowners, staff, other interested parties, and the Board of Supervisors (Board) with an easily accessible and up-to-date source of information pertaining to the policies and procedures of the South Indian River Water Control District (District). The policies and procedures of the Manual reflect formal Board actions, as well as the practices and processes used by the District, which are based upon Board policy, Florida Statutes, and applicable Laws of Florida. Board policies are typically adopted through majority-vote resolution. Procedures may be adopted by the Board or established by the Executive Director, and staff in coordination with the Executive Director. It is the intent of this Manual that internal consistency be provided to the Board and staff, thereby providing efficient and non-duplicative operations. The Manual is not intended to provide a comprehensive listing of all statutes and laws pertaining to its operation. This Manual supersedes all previous statements of Policies and Procedures.

## 1.2 Previous Manual Versions

This Manual supersedes the previously adopted Policies and Procedures Manual, including the June 11, 1996, and September 9, 1999, revisions to the Manual.

## 1.3 Background and History of the District

South Indian River Drainage District was originally incorporated by Decree of the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, pursuant to **Chapter 298, Florida Statutes**, on July 3, 1923, by Judge C.E. Chillingworth (**See Section 1.9 Laws of Florida**). The names of all Drainage Districts were changed to Water Control Districts pursuant to **Chapter 298.001, Florida Statutes**, in 1978. A Judgement Extending Corporate Life of the District was entered by Judge R.O. Morrow on July 11, 1968, extending the life of the District to December 1, 1980 (**CASE NO. 68C-2018**). A Judgement reconstructing the Record on File in the Office of the Clerk of the Circuit Court Pertaining to South Indian River Water Control District was entered on December 1, 1980, by Judge Timothy P. Poulton (**CASE NO. 80-4509 CA (L) 01 C**). The Judgement Extending the Corporate Life of the District in perpetuity was entered by Judge Poulton on December 1, 1980 (**CASE NO. 80-4509 CA (L) 01 C**).

## 1.4 Acreage and Boundaries

The District contains approximately 12,400 acres located in northern Palm Beach County, Florida, and the boundaries of the District are as described in (**Section 1.9 Laws of Florida**). The District is comprised of all or parts of 21 sections of land located in Townships 40 and 41 South, and Ranges 41 and 42 East. The Florida Turnpike and Interstate I-95 separate the extreme easterly portion of the District with approximately 78% of the land lying west of the Turnpike. The District is also divided by the South Florida Water Management District's Canal 18 referred to as C-18. This canal provides a physical and hydraulic separation of the District's drainage systems and divides it into a west basin and east basin with regard to storm water discharge. The west basin is comprised of approximately 9,630 of the total acres, while the east basin is made up of the balance, or approximately 2,770 acres.



## 1.5 Definitions

When used in this Manual:

- **Act** – Chapter 298, Florida Statutes, and amendments to it.
- **Ad Valorem Assessments** – An ad valorem tax is a tax based on the assessed value of an item, such as real estate or personal property.
- **Berm** – A bank of earth often used to direct water flow.
- **Board** – Board of Supervisors of the District.
- **Canal** – Large trenches used for the movement of water.
- **Capital Projects** – A Capital Project is a project to build, improve, maintain, or develop works of the District.
- **Culverts** – Structures often placed under driveways, roads, or canal banks to allow the flow of water between two areas.
- **Culvert Invert Level/Invert Elevation** – The elevation of the inside-bottom of a culvert measured by the vertical distance from a fixed point. Invert levels are important for determining the slope and flow for drainage.
- **District** – The South Indian River Water Control District
- **Drainage Outfall** – The discharge point of a stormwater system into a water body, which in the District is typically a culvert or pipe discharging into a canal.
- **Easement** – Legal agreement allowing the use of land by someone other than the landowner. This agreement allows access to land for things like natural resources, development of necessary utilities, or construction and maintenance.
- **Enhanced Stabilization** – The application of a product, typically either open-graded emulsified mix or asphalt, to a roadway.
- **Fee Ownership** – Fee simple ownership entitles a homeowner to full enjoyment of the property, including the land and any structures that may be erected on the land. It's limited only by zoning laws, deed or subdivision restrictions, and covenants.
- **Gravity Drainage** – This is the type of drainage system utilized in the District. Drainage occurs when rainfall is collected and discharged as surface and groundwater from higher to lower elevations via swales, ditches, and canals.
- **Head Loss** – The reduction in pressure that occurs as water flows through a culvert or hydraulic pipe due to friction, turbulence, or other factors.
- **Metes and Bounds** – Metes and bounds are the limits or boundaries of a piece of property as identified by its natural landmarks. Examples of metes and bounds landmarks include rivers, roads, stakes, or other such natural or manmade markers.
- **National Pollutant Discharge Elimination System** – A Federal permit program, created in 1972 by the Clean Water Act, which helps address water pollution by regulating point sources that discharge pollutants to waters of the United States.
- **Non-Ad Valorem Assessments** – Non-Ad Valorem Assessments are a charge or a fee, not a tax, to cover costs associated with providing specific services or benefits to a property.

- **North American Vertical Datum 88** – The North American Vertical Datum of 1988 (NAVD 88) is a reference surface of zero elevation for vertical control surveying in the United States, Canada, and Mexico.
- **Open-Graded Emulsified Mix** – An open-graded asphalt mix comprised of coarse aggregate (very small amount of fine aggregate) with a large amount of air voids to allow for water to drain. It can be used for a pavement surface or base.
- **Policies** – The formal guidance adopted by the Board to coordinate and execute activities authorized by Florida Statutes and Laws of Florida. Policy provides the operational framework within which the District functions.
- **Prescriptive Right** – Prescriptive rights can be used to acquire the legal rights and title of ownership of a parcel of land that legally does not belong to the person in ownership. Prescriptive easements are a type of prescriptive right that allow someone other than the property owner to use a property in a very specific way.
- **President** – President of the Board of Supervisors.
- **Presiding Officer** – Member of the Board who conducts any hearing on behalf of the District, a hearing officer assigned by the Division of Administrative Hearings, or any other person authorized to conduct administrative hearings.
- **Primary Drainage System** – Larger canals, such as the C-18. South Florida Water Management District manages the primary drainage system.
- **Procedures** – The operational processes by which the Executive Director, Staff, or the Board implement District Policy.
- **Right-of-Way** – Allows individuals to enter a specific part of a property and use it as a passage. The right-of-way is the right to pass through a portion of private land that may be considered public.
- **Riparian Right** – Riparian rights in Florida are those rights enjoyed by real property owners whose upland property extends to the normal high-water line on navigable waters.
- **Riprap** – Rock rubble or sand cement bags used to stabilize canal banks.
- **Secondary Drainage System** – Consists of a network of canals that collect water from roadside swales for conveyance to the primary drainage system.
- **Special Act** – Special Legislation enacted by the Florida Legislature for the District.
- **Special Districts** – A unique form of government, providing special services that are not duplicated by other governmental agencies. They provide limited-purpose government on a local level with less administrative overhead than any other form of local government.
- **Sunshine Law** – Requires that all meetings of any state, county, or municipal board or commission in Florida be open to the public. The law applies to any gathering of two or more members of the same board to discuss some matter which will foreseeably come before that board for action.
- **Swales** – A channel or ditch used for drainage alongside a road or property. These are often dry, except during and after rain events when they hold stormwater for infiltration into the soil.
- **Terms** – Defined in applicable chapters of the Florida Statutes, shall have the same meaning in this Manual.

- **Water Control Plan** – Any plan of reclamation, water management plan, or plan of improvement developed and implemented by a water control district created by **Chapter 298** or by Special Act of the Legislature.
- **Works of the District** – Works of the District are identified as any land rights or Capital Improvements funded, received, accepted, or otherwise inherited by the District, plus any facilities.

## 1.6 Functions of the District

The District's legislative authorization provides for the proper management of its water resources to prevent flooding and protect the environment; the building and maintaining of roads, swales, canals, and water control structures. In certain areas of the District, legislative authority provides for the construction of systems for the distribution of potable water and for the collection and transmission of wastewater, as well as the construction and maintenance of a park.

## 1.7 Records and Information of the District

All records of the District are to be maintained in accordance with applicable Florida Statutes for retention and destruction purposes.

The District keeps recordings, as well as Minutes, of its meetings. These records, as well as many other records of the District, are kept at the District Office:

15600 Jupiter Farms Road, Jupiter, Florida 33478  
 Telephone (561) 747-0550 • Fax (561) 747-9182  
<https://www.sirwcd.org> • [sirwcd@sirwcd.org](mailto:sirwcd@sirwcd.org)

The District Office is open Monday through Friday of each week, except for legal holidays, for the inspection of records from the hours of 8:00 a.m. to 4:30 p.m.

Minutes and other information required by the Florida Statutes, as well as information not detailed in the Policies and Procedures Manual, are available on the District website. Information is also provided to District Landowners through newsletters; community publications; community social media; notices; and for new District Landowners, a Welcome to the District letter. There are also records kept by the District Engineer, the District Treasurer, and the District Attorney at their respective offices.

Any request for inspection or copies of records may be made by phone, e-mail or in-person to the Office Administrator who serves as the Records Custodian for the District. Requests for copies will be subject to the fees as prescribed by **Chapter 119, Florida Statutes**, which is currently set at 15 cents per page of documents not more than 8 1/2 by 14 inches. All other copies will be charged at the actual cost of duplication. If the nature or volume of a public records request is such as to require extensive use of information technology resources or extensive clerical or supervisory assistance by personnel, a reasonable charge may be levied by the District based upon the cost incurred.

## 1.8 Florida Statutes

Statutory chapters which affect the District operation, or which may be of interest to persons dealing with the District include:

- [Chapter 100, Florida Statutes](#), General, Primary, Special, Bond, and Referendum Elections
- [Chapter 112, Florida Statutes](#), Public Officers and Employees; General Provisions
- [Chapter 119, Florida Statutes](#), Public Records
- [Chapter 189, Florida Statutes](#), Special Districts: General Provisions
- [Chapter 197, Florida Statutes](#), Tax Collections, Sales, and Liens
- [Chapter 217, Florida Statutes](#), Surplus Property
- [Chapter 218, Florida Statutes](#), Financial Matters Pertaining to Political Subdivisions
- [Chapter 274, Florida Statutes](#), Tangible Personal Property Owned by Local Governments
- [Chapter 280, Florida Statutes](#), Security for Public Deposits
- [Chapter 286, Florida Statutes](#), Public Business; Miscellaneous Provisions
- [Section 287.055, Florida Statutes](#), Procurement of Personal Property and Services; Consultants' Competitive Negotiation Act
- [Chapter 298, Florida Statutes](#), Drainage and Water Control
- [Chapter 373, Florida Statutes](#), Water Resources

## 1.9 Laws of Florida

The following chapters of the **Laws of Florida** list the codified charter of the District (**Chapter 2001-33**) and subsequent amendments to the District charter:

- [2001-313](#) – District Charter Laws of Florida, Amendment and Codification of Special Acts.
- [2003-332](#) – An act amending Chapter 2001-313, Laws of Florida; providing for authority to acquire property for recreational purposes within a specified area of the district; providing an effective date.
- [2004-467](#) – An act relating to Palm Beach County; amending chapter 2000-467. Laws of Florida, relating to Northern Palm Beach County Improvement District; amending the boundaries of the district to include additional lands; amending chapter 2001-313, Laws of Florida, relating to South Indian River Water Control District, by amending the boundaries of the district to delete lands, providing for an effective date.
- [2008-274](#) – An act relating to the South Indian River Water Control District, Palm Beach County; amending chapter 2001-313, Laws of Florida; providing for the dedication of certain nonpublic roads within the District to the public for district maintenance; providing requirements for such dedication; providing for prima facie evidence of District ownership of a road; exempting certain property of an electric utility; providing a method of claiming interest in affected property; providing an effective date.
- [2009-250](#) – An act relating to the South Indian River Water Control District, Palm Beach County; amending chapter 2001-313, Laws of Florida, as amended; expanding the boundaries of the District; providing an effective date.

## 1.10 Review and Revisions of the Manual

For the purpose of keeping the Manual current and providing the most up-to-date information possible, revisions shall be made to the Manual in a timely manner following Board, staff, or legislative actions that materially change those policies, procedures, or legislative mandates contained in the Manual.

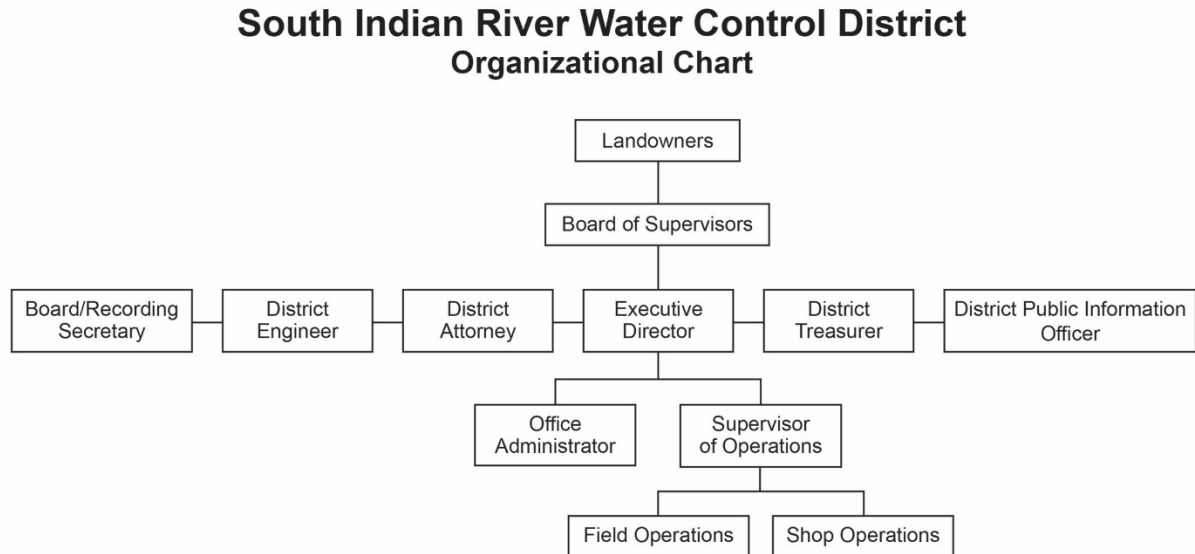
To accomplish this, the Office Administrator is designated as the custodian of all such revisions. Revisions or new policy adopted by the Board, as reflected in Board meeting minutes, as well as revised or new procedures adopted by the Board or Executive Director, and legislative changes enacted by the Florida Legislature, shall be incorporated into the Manual by the Office Administrator through updates to **Appendix A** of the Manual. Appendix A shall include the date of the revision, a description of the revision, where it is referenced in the Manual, and where appropriate, the previous language the revision is replacing. The actual text of the Manual shall also be updated at the same time. The Office Administrator shall rely upon the District's Executive Director, Secretary, and other professional staff to determine the appropriate changes to be made.

The entire Manual shall be posted on the District's website, with a revised copy posted after each revision. Revisions made to the Manual over the course of the year shall be summarized in report form to be presented each year at the Annual Landowners Meeting.

## 2 General Organization of the District

### 2.1 Organizational Chart

The following is an Organizational Chart of the District.



### 2.2 The Board of Supervisors

The Board of Supervisors is the governing body of the District. It is composed of five (5) Supervisors who are elected by the landowners in the District for staggered three-year terms.

#### 2.2.1 Qualifications

Supervisors must own land within the District and be a resident of Palm Beach County, Florida. Pursuant to Special Legislation, three (3) members of the Board, but not more than four (4), shall reside in the District, and at least one (1) of whom shall reside to the East of Canal 18, and at least one (1) of whom shall reside to the West of Canal 18.

#### 2.2.2 Oath of Candidacy

A Candidate for the Board of Supervisors must sign an Oath of Candidacy that if elected, the Supervisor agrees to notify the District office and resign their office within thirty (30) days if their residency changes while in office so that they no longer reside as stated above and thereby cause the composition of the District's Board of Supervisors to no longer comply with **Chapter 2001-313, Laws of Florida**. (See **Appendix C-3**.)

#### 2.2.3 Elections, Annual Meeting of Landowners

The District shall hold an annual meeting of landowners each year for the purpose of electing at least one Supervisor to the Board for a three-year term at the Annual Landowners' Meeting, the Engineer and the Treasurer shall make reports to the landowners detailing the activities of the District during the year. These reports, and any other reports requested by the Board, shall constitute the report of the Board to the landowners.

The Board of Supervisors has adopted a policy to hold the Annual Landowners' Meeting on the 3rd Thursday of September.

Pursuant to **Chapter 298**, landowners owning less than one (1) acre in the aggregate shall be entitled to one vote. Landowners with more than one (1) acre are entitled to one additional vote for any fraction of an acre greater than one-half (1 1/2) acre when all of the landowner's acreage has been aggregated for purposes of voting. (For example, landowners owning 2.25 acres are entitled to 2 votes, whereas landowners owning 2.51 acres are entitled to 3 votes.)

The District has adopted Election Procedures for the Annual Landowners' Meeting, and they are attached as **Appendix C-1**. The District has an agreement with the Supervisor of Elections for vote processing and election services to count and certify the ballots for the election (See **Appendix C-2**).

#### **2.2.4 Oath of Office**

Each Supervisor, before entering upon their official duties, shall take and subscribe to an oath before some officer authorized by law to administer oaths, that they will honestly, faithfully, and impartially perform the duties devolving upon them in office, as Supervisor of the District in which they were elected or appointed, and that they will not neglect any of the duties imposed upon them by **Chapter 298** (See **Appendix C-4**).

#### **2.2.5 Election of Officers**

After new board members have taken the oath of office, an organizational meeting will be held at which time the Supervisors shall elect a President, a Vice President, a Secretary, and a Treasurer, all of which officers shall serve for a period of one (1) year. The Secretary and Treasurer may or may not be members of the Board.

##### **2.2.5.1 President**

The President of the Board shall preside at all meetings at which they are present. The President shall preserve strict order and decorum at all meetings, including Workshop Meetings, in accordance with **Roberts Rules of Order**. The format of the Agenda for each meeting shall be determined by the President. The President shall state every question or motion coming before the board and shall announce the decision for the record. All warrants and documents approved by the Board shall be signed by the President or the Vice President.

##### **2.2.5.2 Vice President**

In the absence of the President, the Vice President shall preside and perform all of the duties and functions of the President. In the event of a resignation of the President during the term of their office, the Vice President shall assume the duties of President until the next election of officers. In the event of a vacancy in the position of Vice President, the Board of Supervisors shall elect a new Vice President to serve the remainder of the term.

### **2.2.5.3 Secretary**

The Board of Supervisors shall elect some suitable person to be Secretary of the Board, who may or may not be a member of the Board, and who may be required to execute a bond for the faithful performance of their duties, at the discretion of the Board. The Secretary is entitled to compensation by the District. The duties of the Secretary are as follows:

- Shall maintain the Seal of the District and shall make it available to the Board at each meeting of the District.
- Should be available to sign documents and checks, when necessary, in the interim period between Board meetings.
- Forward signed documents to the appropriate individuals promptly.
- Shall be responsible for attending the meeting, recording the Minutes of the meeting, and keeping the Minute Book so as to provide a good and proper record for the District.
- Shall be responsible for either performing as, or overseeing, the Recording Secretary.

### **2.2.5.4 Board Members**

**Chapter 298, Florida Statutes**, establishes the specific duties and powers of the Board of Supervisors. The Board of Supervisors establishes policies and adopts resolutions in a manner which is consistent with the desires of the landowners of the District. The Board of Supervisors may implement and authorize the comprehensive water control activities described in the water control plans, or plan amendments. The Board of Supervisors may enter into interlocal agreements with other governmental agencies.

The Board is responsible for ensuring that all of its members and its staff perform their duties. Other duties of the Board are to keep records of all proceedings, report to the landowners at the Annual Meeting on work that has been performed during the year, and to appoint and provide for the compensation of the Staff. The Board also has the authority to remove officers and employees.

### **2.2.5.5 Supervision of Projects**

One Board member may be appointed to oversee specific designated projects or issues concerning the District.

## **2.2.6 Activities of Individual Supervisors**

No individual Board member or officer or employee of the District shall solicit or accept anything of value which may influence the decisions of individuals on District matters. No individual Board member has any authority outside of a properly called meeting unless they are so delegated that duty.



### **2.2.7 Statement of Financial Interest**

Pursuant to **Section 112.3145, Florida Statutes**, each Supervisor, Officer, and Executive Director or required Employees must also file a Statement of Financial Interest within 30 days from the date of appointment or employment. Subsequently, each Supervisor, Officer, Executive Director and required Employee of the District must file a Statement of Financial Interest no later than July 1 of each year. The Statements of Financial Interest shall be filed with the Supervisor of Elections of Palm Beach County.

### **2.2.8 Conflict of Interest**

It is inherent in the operation of a water control district that a Supervisor be an owner of land within the boundaries of the District. Therefore, it shall not be deemed to be a conflict of interest for a Supervisor to vote on a matter which will benefit his own land, providing the benefit is not disproportionate to the benefit to be received by other landowners within the District to the unit to be implemented.

### **2.2.9 Prohibition from Voting**

A Board member is not prohibited from voting in his official capacity. However, if the vote results in any personal, private, or professional gain, within fifteen (15) days of the vote, he must disclose the nature of his interest in the form of a memorandum filed with the Recording Secretary, which shall be made a part of the Minutes.

### **2.2.10 Compensation of Supervisors**

Board members shall receive an amount not to exceed \$50.00 per day for time actually engaged in work for the District and in attending District meetings, provided that the compensation is approved by the landowners at the Annual Landowners' Meeting each year.

### **2.2.11 Vacancy**

In case of a vacancy in any office of Supervisor elected by the landowners, the remaining Supervisors may fill such vacancy until the next Annual Landowners' Meeting. In the event that such vacancy is not filled within thirty (30) days, the Governor may fill such vacancy until the next Annual Landowners' Meeting, when a successor shall be elected for the unexpired term.

## **2.3 Professional Staff**

The Board of Supervisors employs an Executive Director who takes care of the day-to-day operations of the District. The District also employs a Professional Staff who report directly to the Board of Supervisors and who coordinate their activities with the Executive Director. There will be close coordination between the Staff at all times.

### **2.3.1 District Engineer**

The Board of Supervisors shall appoint a District Engineer, whose duties are outlined in **Chapter 298.16, Florida Statutes**. The District Engineer shall have control of the engineering work in said District. The District Engineer is the Board's advisor on technical matters dealing with the operation and maintenance of the District Works and Capital

Improvement Projects. As such, the District Engineer is thoroughly familiar with the works of the District and has access to other engineers with special expertise as the need may arise to support the proper standard of care with regard to engineering matters.

### **General Duties of Engineer**

Special duties of the District Engineer include, but are not limited to, the following:

- Consulting and advisory services, including attendance and participation at regular and special meetings of the Board of Supervisors, and as otherwise requested by the Board.
- Preparation of studies and reports on the operation and maintenance of District facilities, including annual reports required by law and/or bond covenants.
- Advise the Board of Supervisors and the Executive Director or other key Staff members on routine engineering matters related to the operation and maintenance of District works.
- Perform engineering evaluations and provide recommendations regarding the issuance of District permits to landowners.
- Provide design services, prepare plans, specifications, and contract documents, and provide contract administration and services during construction for projects involving replacement and renewal of works of the District.
- Represent the Board of Supervisors concerning technical matters before other governmental agencies.
- Provide engineering services for obtaining District permits from other agencies and responding to matters dealing with regulatory compliance.
- Prepare water control plans and plan amendments, including design, construction plans, specifications, contract documents, and services during construction for capital projects within the District. This activity includes a written report to the Board of Supervisors with regard to the proposed plan of improvements, the costs and benefits of the plan, and technical support for obtaining public financing of the proposed improvements.
- Prepare monthly written reports to the Board of Supervisors highlighting activities for the prior month and any areas of concern that may have come to the attention of the District Engineer.
- Provide surveying and mapping services for District purposes and use.
- Preparation of plans for Loxahatchee River Preservation Initiative, Natural Resources Conservation Service, and Federal Emergency Management Agency grant funding and working in conjunction with the Executive Director, District Treasurer, and District Attorney with these organizations.
- Any other tasks assigned by the Board of Supervisors that are appropriate for the District Engineer to undertake.
- Perform those duties and obligations specified by applicable **Chapters of Florida Statutes**.

### **2.3.2 District Treasurer**

The Board of Supervisors shall employ a District Treasurer, whose duties are outlined in **Chapter 298.17, Florida Statutes**. The District Treasurer shall have control of the funds of the District. The District Treasurer is the Board's advisor on financial matters. As such, the District Treasurer must be thoroughly familiar with accounting functions for a governmental entity. Chapter 4 of this Manual covers the duties and responsibilities of the District Treasurer in detail.

#### **General Duties of Treasurer**

Special duties of the District Treasurer include, but are not limited to, the following:

- Receive and disburse District funds.
- Prepare annual budgets.
- Prepare assessment rolls.
- Maintain District accounting system.
- Invest and manage District funds.
- Develop financing plans and coordinate the issuance of debt.
- Prepare required financial reports.
- Coordinate annual audit.
- Prepare monthly written reports to the Board of Supervisors seven (7) days prior to the monthly board meeting highlighting activities for the prior month and any areas of concern that may have come to the attention of the District Treasurer.

### **2.3.3 District Attorney**

The Board of Supervisors shall employ a District attorney to act for the District and to advise said Board, whose duties are outlined in **Chapter 298.18, Florida Statutes**. The District Attorney shall have control of all legal matters involving the District. The District Attorney shall advise the Board of Supervisors, all officers, employees, or agents of said District and Board, and generally look after and attend to all matters of a legal nature for said Board and District. When the said Board may deem it necessary, it may, by and with the advice of said attorney, and under the like terms and conditions as set forth above, employ another attorney.

#### **General Duties of Attorney**

Special duties of the District Attorney include, but are not limited to, the following:

- Maintain all District legal records, including documents pertaining to deeds, easements, license agreements and similar ownership instruments and review of any instruments relating to District land rights.
- Consulting and advisory services, including attendance and participation at regular and special meetings of the Board of Supervisors, and as otherwise requested by the Board.
- Prepare or review all contracts in which the District is a party.
- Represent the District in all legal proceedings in a Court of Law or within the administrative process in which the District is an interested party.

- Assist the District Engineer, District Treasurer, and Executive Director in plans of reclamation, assist in the preparation of a report on the benefits and costs; perform all necessary legal functions for the authorization of the plan of improvement, validation of bonds, issuance of bonds, and sale of bonds.
- Provide legal services involving specific projects or legislation affecting the District.
- Ensure compliance with all reporting requirements pursuant to **Florida Statutes**.
- Assist the District Treasurer with the contracts relating to the collection of special assessments.
- Oversee the duties of the recording secretary to ensure compliance with the legal requirements, such as filing of minutes, publication of notices, etc.
- Work with Palm Beach County Supervisor of Elections' Office regarding balloting procedures for the Annual District elections.

### **2.3.4 Recording/Board Secretary**

The Board may employ a Recording/Board Secretary to prepare the Minutes of the District. All meetings of the District shall be recorded by the Recording/Board Secretary of the District. The recordings of the meetings are kept permanently in the office of the District. The Recording/Board Secretary shall enter into a Contract with the District for those duties and shall be compensated in accordance with such contract.

#### **General Duties of Recording/Board Secretary**

Maintain the recording equipment in good working order.

- Record all meetings and secure recordings at the District Office and maintain an index of such recordings and distribute a Draft of the Minutes to the Board and Staff promptly after the meeting.
- Verify that the approved Minutes and signed copies of all relevant documents are filed or referenced in the Minute Book.

### **2.3.5 District Public Information Officer**

The Board of Supervisors may employ a District Public Information Officer to keep landowners informed as to the District's work, activities, programs, needs, special projects, and accomplishments. The Public Information Officer is a member of the Staff and reports to a designated member of the Board of Supervisors and to the District's Executive Director, either one of whom may be designated with the authority to approve statements, notices, newsletters, and news releases.

#### **General Duties of the Public Information Officer**

General duties of the Public Information Officer include, but are not limited to, the following:

- To gather, write and edit material and disseminate to local area and state newspapers, periodicals, radio and television stations, and community publications, where applicable.
- To serve as the Board's contact with the press and distribute news releases and public service announcements.
- To prepare informational material for other government entities as they relate to and interact with the District as directed by the Board of Supervisors.

- Create and maintain a District website in accordance with statutory requirements.
- To produce videos, slide presentations, charts, brochures, posters, and other material for presentations and for District use.
- To plan and coordinate special community meetings and events.
- To prepare and update a Crisis Communications Plan to be implemented in the event of an emergency or natural or man-made disaster, such as hurricane, flood, tornado, earthquake, fire, violence, etc.
- To attend Board, Staff and other meetings as required.
- To review newspapers, periodicals, and other publications, television and radio news, and online information relevant to the District and provide transcripts to the Board and Staff via email.
- To prepare speeches and programs if needed.
- To perform research and conduct surveys on any matters related to the District's operations as directed by the Board of Supervisors.
- Prepare files received from Staff as ADA-remediated PDF files and upload the Agenda, Staff Reports, and Presentations to the District's website.

## **2.3.6 Employees**

### **2.3.6.1 Executive Director**

The Board of Supervisors employs an Executive Director to manage the day-to-day operations of the District, and to function as the superintendent of plant and operations pursuant to **Chapter 298.19, Florida Statutes**. The Executive Director will make certain that the Board of Supervisors is kept informed of the affairs of the District.

#### **General Duties of the Executive Director**

Duties of the Executive Director include, but are not limited to, the following:

- Advise the Board of all conditions, adverse or beneficial, that may concern the District.
- Supervise and direct all administrative functions of the District, including direct supervision of the Administrator and Supervisor of Operations.
- Coordinate with the District Public Information Officer, District Engineer, District Treasurer, District Attorney, Secretary, and landowners as directed by the Board of Supervisors.
- Represent the Board on committees, associations, and government councils as directed.
- Interview job applicants and make hiring decisions. Assist Supervisor of Operations with interviewing and hiring and provide final approval for all hiring decisions.
- Maintain liaison with Palm Beach County Commissioners and staff.
- Coordinate with the Board President, Office Administrator, and District Attorney in Supervisor of Elections balloting procedures.
- Maintain relations with local agencies that affect District operations.

- Attend seminars and educational programs related to District operations.
- Correspond with the Office Administrator and District Treasurer on annual audits.
- Address landowner groups when requested.
- Determine employees' wage base, increases, and promotion opportunities, as well as review evaluations and performance. Assist Supervisor of Operations with employee evaluations and promotion opportunities and provide final approval of the same.
- Determine disciplinary actions for violations of policies and procedures by employees.
- Develop employee job descriptions and ensure that employees are qualified and properly oriented to their respective assignments.
- Develop safety manuals and employee handbook to ensure personal compliance.
- Serve on the District's budget committee.
- Review and approve monthly expenditures prior to preparation of checks for Board approval.
- Attend regular and special meetings of the Board of Supervisors.
- Coordinate with the Office Administrator and District Attorney for advertising and accepting bids for contractual services and materials.
- Coordinate with the Office Administrator in negotiating with insurance carriers for liability, health, and workers' compensation benefits and rates.
- Approve maintenance and repair scheduling of heavy equipment. Review and provide final approval for publication of brochures, newsletters, other mailings, and website content prepared by the Office Administrator and District Public Information Officer.
- Seek and acquire grant funding from State and Federal agencies. Oversee management of grant projects and the expenditure of grant funds.
- Ensure that the Policies and Procedures Manual is up to date and accurate.

### **2.3.6.2 Office Administrator**

The Office Administrator is employed by the District and reports to the Executive Director. The Office Administrator shall manage the District Office in the absence of the Executive Director. The Officer Administrator handles all of the routine matters for the District Office, all personnel and payroll matters, all data entry regarding accounts payable, and works closely with the District Treasurer in preparing various reports for the District. In addition, the Office Administrator prepares the Agenda for meetings and prepares the Landowners' Annual Meeting agenda and meeting notice.

The Office Administrator shall date and file all the Resolutions by the Board in the Minute Books.

### **2.3.6.3 Supervisor of Operations**

The District employs a Supervisor of Operations to assist the Executive Director with the day-to-day operations and maintenance of the District.

#### **General Duties of the Supervisor of Operations**

Duties of the Supervisor of Operations include, but are not limited to, the following:

- Plan work schedules for operations and maintenance activities (coordinate with Executive Director).
- Coordinate with the shop mechanic on day-to-day equipment maintenance and repairs (coordinate with Executive Director).
- Respond to service tickets and requests from landowners.
- Schedule proper maintenance activity.
- Prepare periodic reports for the Executive Director.
- If applicable, counsel and coach employees in relation to the employee handbook.
- Conduct quarterly safety meetings (coordinate with Executive Director).
- Negotiate with suppliers and contractors for services and materials (coordinate with Executive Director).
- Conduct the District's annual inventory (report to the Executive Director).
- Coordinate special events related to community activities.
- Assist the Executive Director and District Engineer in water control projects and new construction.
- Coordinate with the Office Administrator in ordering safety equipment and supplies for employees.
- Responsible for after-hours calls from landowners and emergency management.
- Assume District responsibilities in the Executive Director's absence.
- Direct supervision of all day-to-day functions performed by field staff in coordination with the Executive Director.
- Interview job applicants and make recommendations to the Executive Director on the hiring of new employees.
- Evaluate all employees under direct supervision and make recommendations on promotional opportunities, disciplinary actions, and job duties for same, in coordination with the Executive Director.
- Other duties as assigned.

## **3 Operations of the District**

### **3.1 Board of Supervisors' Meetings**

#### **3.1.1 Regular Meetings**

During the month of September each year, the Office Administrator shall advertise the date, time, and place of the monthly Board meetings for the coming fiscal year. Said advertisement shall be placed in that portion of the newspaper where legal notices appear. Copies of all advertised meetings will be furnished to the District Attorney.

In addition, the Office Administrator shall annually file, by September 30, a schedule of regular meetings with the Clerk of the Board of County Commissioners of Palm Beach County and shall furnish a copy of said letter to the District Attorney.

##### **3.1.1.1 Schedule of Meetings**

Unless otherwise noticed, the Board of Supervisors meets at 6:00 p.m. on the 3rd Thursday of each month at the District Work Center, 15600 Jupiter Farms Road, Jupiter, Florida.

Meetings must be advertised by the District Attorney at least seven (7) days prior to the date of the meeting, with said advertisement noting the purpose is the monthly meeting.

##### **3.1.1.2 Agenda of Meetings**

One form of the Agenda for the regular monthly meetings is the following:

- 1) Pledge of Allegiance
- 2) Additions or Deletions to Agenda
- 3) Approval of the Consent Agenda
  - a) Approval of Minutes of Previous Meetings
  - b) Approval of Warrant List
- 4) Landowner Items and Comments
- 5) Public Information Officer's Report
- 6) Treasurer's Report
- 7) Executive Director's Report
- 8) Engineer's Report
- 9) Attorney's Report
- 10) Old Business
- 11) New Business
- 12) Adjournment

The Office Administrator is responsible for preparing the Agenda. The President of the Board conducts the meetings as Chairman in accordance with the Agenda.. Florida Statutes require the agenda be put on the website one week prior to the meeting. Board guidelines include putting staff reports on the website one week prior to the meeting as well. To the extent possible, any meeting presentation



materials and back-up information pertaining to major discussion items should be provided to the Board and placed on the website two days prior to the meeting.

Specific agenda items for Board discussion shall be called out in the Agenda under the Staff Report it is associated with or under the New or Old Business portion of the Agenda.

Landowners are encouraged to attend board meetings and provide comments. Comments are generally limited to 2-3 minutes. A comment card for in-person attendance or e-mail notification for Zoom meeting attendance is required for those who wish to speak. Information on meetings is available on the website.

### **3.1.2 Special Meetings**

A special meeting of the Board of Supervisors may be called, with reasonable notice, and shall be advertised by the Office Administrator at least seven (7) days prior to the date of the meeting, with said advertisement giving the purpose of the special meeting.

### **3.1.3 Workshop Meetings**

The Board of Supervisors may hold a workshop meeting for a specific purpose, with reasonable notice, provided no action of the Board is taken. Notice of a workshop meeting shall be advertised by the Office Administrator at least seven (7) days prior to the date of the meeting, indicating that it is a workshop meeting, and no action of the Board will be taken. The same form of notice of meeting shall be used for all Workshop Meetings as for Special Meetings.

### **3.1.4 Emergency Meetings**

In the event of an emergency, the Board of Supervisors may hold a meeting to deal with the emergency, with reasonable notice, provided any action taken is subsequently ratified by the Board at the next regular meeting.

## **3.2 Required Reports**

The District is required to complete a number of statutorily mandated reports. Pursuant to **Chapter 189, Florida Statutes**, the Special District Information Program (SDIP) was formed to act as the State's clearing house on special districts and to collect, maintain and monitor statutorily required reports. The [Florida Special District Handbook](#), contains the requirements for reporting for the District.

## **3.3 Legislation**

### **3.3.1 Existing Legislation**

The District has authority pursuant to **Chapter 298, Florida Statutes**, and **Special Legislation**, to provide for proper management of its water resources and building and maintenance of roads, swales, canals, water control structures and parks within the District.

In addition, pursuant to Special Legislation, the District may construct systems for distribution of potable water and for collection and transmission of wastewater for those lands lying east of South Florida Water Management District Canal 18 (C-18); and for a specific portion of land located in Section 1 of the District.

### **3.3.2 New Legislation**

The District may propose new legislation to be enacted by the State Legislature to expand its authority. This can be accomplished by a vote of a majority of the Board of Supervisors at a regular monthly Board meeting. The District Attorney shall prepare the proposed legislation and take the necessary steps to have the legislation presented to the local Legislative Delegation. If the proposed legislation is approved by the local Legislative Delegation, the District Attorney shall continue to monitor the progress of it throughout the Florida Legislative Session. If the proposed legislation is passed, pursuant to legislative requirements, the District must notice all affected landowners by publication in a newspaper in general circulation and public hearings must be held.

## **3.4 Intergovernmental Coordination**

### **3.4.1 Governmental Jurisdictions**

The boundaries of the District encompass areas that are affected by other government jurisdictions. In addition to the State of Florida, these other jurisdictions include the following:

- Palm Beach County
- Town of Jupiter
- Loxahatchee River District (LRD)
- Jupiter Inlet District
- South Florida Water Management District (SFWMD)
- Florida Inland Navigation District
- Environmental Protection Agency (EPA)
- Palm Beach County Department of Environmental Resource Management (DERM)
- Florida Department of Environmental Protection (FDEP)

### **3.4.2 Agency Jurisdiction**

In addition to governmental jurisdiction, the District is also affected by many governmental agencies that either influence District policies or exercise regulatory authority over District operations.

### **3.4.3 District Intent**

The intent of the District is to closely coordinate with governments and their agencies that impact or are impacted by the District in order to pursue mutually satisfactory results that are consistent with District goals and are beneficial to District landowners. Where necessary, this may include objecting to actions that are duplicative or create an unjustified financial burden on the District and its landowners, including pursual of appropriate actions in support of these objections.

## **3.5 District Interaction with Landowners**

### **3.5.1 Landowner Request for Service**

Landowners should contact the District by phone, e-mail or in person to request services. The District reviews all requests for service and if needed, will contact the landowner to discuss any issues and make necessary corrections.

### **3.5.2 Non-Compliance**

If a Landowner is not in compliance with issues that affect the District's operational procedures, typically, the District will attempt to notify the Landowner/Contractor by way of Doorhangers, and Warning Letter by Regular or Certified Mail. Failure to respond to these notices may result in corrective actions taken by the District without further notice at landowner's expense. This expense may be double the cost incurred by the District in removing an obstruction or repairing damage. For detailed information visit [Chapter 298.66 - Obstruction of public drainage canals, etc., prohibited; damages; penalties.](#)

### **3.5.3 Park Use, Rules and Agreements**

The Margaret Berman Memorial Park in Palm Beach Country Estates is open from sunrise to sunset. The Park is available for use by the public on a first-come, first-served basis, under rules posted on the District's website and listed in **Appendix B-1**.

The Park cannot be reserved, but for special events, landowners must contact the District Office and complete a Park Use Form (see **Appendix B-2**). If vendors, purveyors, or anyone selling goods and services in the park are involved in the special event, they must obtain a permit from the District and must provide proof of Commercial General Liability insurance. A Certificate of Insurance, listing the South Indian River Water Control District as an additional insured party, is required from each vendor.

### **3.5.4 Driveway Culvert Maintenance**

Landowners are responsible for the maintenance of their driveway culverts. Culverts should be regularly inspected by the landowner to ensure they are functioning properly and are not blocked with debris or have been crushed or damaged. If the culvert is blocked or damaged, landowners may take advantage of the District's Driveway Culvert Replacement Program, which is a public/private partnership in which driveway culverts may be provided to landowners at District cost, with installation of culverts provided by the District.

For more information and details on Driveway Culverts see the District's website and **Appendix E-3 – Exhibit G**.

## **3.6 District Maintenance Operations**

### **3.6.1 Road Grading**

All District roads are graded on a weekly basis. When needed, material is brought in to stabilize the road surface. When ponding develops within the road after rainfall events, the road is recontoured to restore the crown for improved stormwater runoff.

### **3.6.2 Canals/Swales/Outfalls**

All District canals, swales, and outfalls are inspected for erosion, vegetation, or other related drainage issues.

The canal clearing and maintenance ongoing program provides services that include clearing of debris and vegetation, grading, and shaping of the canals, as well as restoring, replacing, or enhancing structural improvements.

The Board has authorized an on-going swale maintenance program which allows the District Engineer and Executive Director to identify areas within the District that could be improved for conveyance and storage. Before swale maintenance begins, signs are put out to notify landowners to call the office with any questions.

Outfall swales throughout the District are examined to determine the need for vegetation removal, regrading, and/or outfall pipe replacements.

### **3.6.3 Culverts**

Drainage culverts, which include driveway culverts, outfall culverts to canals, cross-drain culverts under roadways, and other culverts that the District operates and maintains, are inspected for erosion or sediment accumulation, and replaced when needed.

Driveway culverts are the responsibility of the landowner. The District will do an inspection of the culvert to determine if it needs replacing. For more information see **Section 3.5.4**.

### **3.6.4 Mowing**

The mowing schedule takes an average 6-8 weeks to complete. Weather, mechanical, or personal circumstances can alter the schedule. Landowners who wish to mow their own drainage swale can call the office to be put on the "Do Not Mow" list.

### **3.6.5 Aquatic Weed Management**

The District has an Aquatic Weed Control Program to maintain the primary canals. This is an ongoing process aimed at reducing and managing the amount of weeds in the canal network to allow unobstructed drainage following rain events. The program controls emergent vegetation growth through the use of herbicides approved in permits obtained from the state of Florida, as well as mechanical removal of dead or accumulated vegetation that may present a potential for impeding the flow of stormwater in the primary canals.

### **3.6.6 Water Quality Monitoring**

With many ecological and regulatory pressures being exerted over the Loxahatchee River Basin area, it was recommended the District sample and monitor water quality within and adjacent to its boundaries. The Loxahatchee River Environmental Control District has been obtaining water quality samples in recent years. Due to the water quality legislation, the Board of Supervisors instructed staff to implement a water quality monitoring program that augments and expands the current Loxahatchee River Environmental Control District program. In July 2011, the District entered into a contract with a water sampling and testing firm to analyze the surface water and groundwater for various metal, organic and inorganic contaminants, as well as water quality criteria. This is monitored by District staff on a monthly basis. Samples are only taken when the District discharges outside its boundaries.

The District does not have the authority to regulate or provide Police, Fire/Rescue, or Traffic enforcement. It does not have the power to act for the health, safety, or welfare of people beyond its specific duties set forth in the District's Charter, and it has no power to control the actions of people, except to maintain, protect and preserve the works of the District.

The District does not provide garbage or debris collection. This is provided by the Solid Waste Authority.

## 4 Financial Matters

This Chapter contains a general overview of the accounting and financial operations of the District. For specific details regarding the handling of these functions, see the District's Accounting Procedures Manual.

### 4.1 Organization of the Accounting Function

The accounting function is headed by the District Treasurer whose duties are outlined in **Chapter 298.17, Florida Statutes**.

### 4.2 District Treasurer's Responsibilities

Some of the specific duties of the Treasurer are listed in **Chapter 2, Section 2.32**. Others are listed within this Chapter.

The Treasurer is assisted by the Office Administrator. References in this Manual to the "Treasurer" include the contributions by this individual. Additionally, some of these tasks are handled by the District Office Administrator or their assistant.

### 4.3 Summary of Significant Accounting Policies

#### 4.3.1 Overview

As stated in Chapter 1, the District is a Special District created under **Chapter 298, Florida Statutes** and **Chapter 2001-313, Laws of Florida**. As such, funds may be expended only for enumerated programs. Those programs are: surface water management of lands within the District, the maintenance and repair of dedicated roads and road rights of way, including swales thereof, within the District, and to provide potable water distribution, wastewater collection and park maintenance services in a portion of the District.

To pay for these programs the District is authorized to assess benefited properties within its boundaries. It has no ad valorem taxing power.

#### 4.3.2 Fund Accounting

The District uses funds to report on its financial position and the results of its operations. The accounts of the District are organized on the basis of funds. Fund accounting is designed to demonstrate legal compliance and to aid financial management by segregating transactions related to certain government functions or activities. A fund is defined as a separate accounting entity with a self-balancing set of accounts recording cash and other financial resources together with all related liabilities and residual equities or balances which are segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, restrictions, or limitations.

The District utilizes the following funds:

#### **4.3.2.1 Governmental Funds**

Special Revenue Funds are restricted funds that are used to account for revenues which are to be used solely for the maintenance of water control facilities or roads and a park. The funds are commonly called Maintenance Funds.

Debt Service Funds are funds that are used to account for the payment of interest and principal on long-term debt, as well as expenditures which facilitate compliance with these obligations, which have been issued to finance improvements or services deemed to benefit the properties against which special assessments are levied.

Capital Projects Funds are funds that are used to account for resources principally provided by debt issued to finance public improvements or services deemed to benefit the properties against which special assessments are levied. These funds are also used to account for resources being accumulated to finance future maintenance of infrastructure.

#### **4.3.2.2 Proprietary Funds**

The Internal Service Fund is established to account for accumulating the cost of maintenance services, which in turn are distributed to individual units on a cost reimbursement basis.

### **4.3.3 Basis of Accounting**

The accounting and financial reporting treatment applied to a fund is determined by its measurement focus. All governmental funds are accounted for using a current financial resources measurement focus. With this measurement focus, only current assets and current liabilities generally are included on the balance sheet. Operating statements of these funds present increases (i.e., revenues and other financing sources) and decreases (i.e., expenditures and other financing uses) in net current assets.

Governmental fund revenue and expenditure are recognized on the modified accrual basis. Revenue is recognized in the accounting period in which it becomes available and measurable and has been received at the normal time of receipt. Expenditures are recognized in the accounting period in which the fund liability is incurred, if measurable, except for unmatured interest and principal on special assessment indebtedness secured by interest-bearing special assessment levies, which are recognized when due.

All proprietary funds are accounted for on a flow of economic resources measurement focus. With this measurement focus, all assets and all liabilities associated with the operation of these funds are included on the balance sheet. Fund equity (i.e., net total assets) is segregated into contributed capital and retained earnings components. Proprietary fund-type operating statements present increases (e.g., revenues) and decreases (e.g., expenses) in net total assets.

#### **4.3.3.1 Fiscal Year**

In accordance with **Chapter 373.536, Florida Statutes**, the fiscal year for the District begins on October 1 and extends through September 30 of the following year.

## **4.4 Budgetary Procedures**

Budgeting is an essential element of the financial planning, control, and evaluation process of governments. The budget is considered one of the most significant financial documents produced by a governmental entity. The District prepares an annual comprehensive budget for each fiscal year, utilizing the budgetary procedures described in this Section.

### **4.4.1 Budget Officials**

The District Treasurer acts as the Chief Budget Officer. Two Board Members are designated to serve on the Budget Committee, and the Executive Director as an ex-officio member. The Budget Committee is assisted by the District Engineer and District Attorney.

### **4.4.2 Budget Calendar**

Each year a Budget Calendar is prepared by the Treasurer and approved by the Board of Supervisors. The Budget Calendar delineates the steps in the budget process and specifies the dates when these steps are to be completed.

### **4.4.3 Budget Preparation**

The Budget process encompasses two concurrent streams of activity, as elaborated on in **Subsections 4.4.3.1 and 4.4.3.2**, culminating in the adoption of the Budget and the adoption of the assessment roll.

#### **4.4.3.1 Determination of the Budget for Each Program Managed by the District**

This Budget process involves the following:

- The Treasurer develops estimates of the current year spending by each line item. These estimates are based on current and historical spending patterns.
- The Executive Director develops initial operating budget needs, taking into consideration the level of service required by the various programs. The condition of the equipment, prevailing wage rates, and other relevant factors.
- The Treasurer, Executive Director, and a designated Board Member review the operating budget and form a consensus on the budget request.
- The Treasurer develops budget needs for each Debt Service Fund considering scheduled debt payments, available monies in the funds and anticipated interest earnings.
- The Treasurer develops budget needs for the special revenue funds in total by determining needed support from the professional staff, mandated programs and new programs suggested by the Board members, staff, and landowners. Expenditures which benefit special programs are directly assigned to those programs. Expenditures which benefit more than one program are allocated to each benefitted program according to the basis of assessment contained in the Plan of Improvements or in The District's Enabling Legislation. Specifically, water control expenditures are allocated on a per-acre basis while road maintenance expenditures are on a parcel basis. Expenditures which benefit both water control and road maintenance



are first allocated 50% to each program and then on the aforementioned basis within each program.

- The complete initial budget is then consolidated and combined into a budget package.
- The budget package is reviewed in detail by the Budget Committee. Changes suggested by the Budget Committee are made and a new package is prepared.
- The document is then presented at a budget Workshop to receive comments from the public, as well as Board Members.

#### **4.4.3.2 Assessment Roll Preparation**

While completing the budget as outlined above, the Treasurer also prepares the assessment roll(s) from information obtained from and provided to the Palm Beach County Property Appraiser's Office. The steps involved in this process are detailed in the Accounting Procedures Manual.

#### **4.4.4 Board of Supervisors Review**

The budget documents, including the estimated assessment for each unit, are presented to the Board of Supervisors for their consideration at a regularly scheduled meeting. The budget document is reviewed in detail and changes are suggested by the Board.

#### **4.4.5 Public Hearing(s)**

The budget and the estimated required assessments for each unit are presented at a Public Hearing. The Budget Public Hearing is advertised and held prior to September 15th. Input is received from the landowners. Changes in the budget are made when a majority of the Board members agree with the specific changes.

**Chapter 197, Florida Statutes**, requires a separate public hearing if:

- (a) An assessment is to be used for a new purpose.
- (b) A new area is to be assessed.

#### **4.4.6 Budget Adoption**

The Budget is adopted at the regular Board meeting after the Public Hearing has been held.

#### **4.4.7 Non-Ad Valorem Assessments Levy**

Coincident with the budget preparation, the District Treasurer prepares for each fund an estimate of the available fund balance, targeted fund balance, and other revenues. The required assessment is then calculated for each fund. The assessment by fund is then calculated for each property in the District according to the benefits received. This master schedule of assessments by taxing unit is incorporated into the assessment resolution adopted by the Board of Supervisors.

#### **4.4.8 Budgetary Control**

The District maintains budgetary control at the fund level. That is, total expenditures within a fund should not exceed fund revenues plus available fund balance.

#### **4.4.9 Year End Procedures**

At the end of each fiscal year, the Treasurer prepares a final budget Resolution. This Resolution is submitted to the Board of Supervisors for approval and addresses the following situations:

##### **4.4.9.1 Unanticipated Expenditures**

If major expenditures have been incurred that were not anticipated, such as an advance refunding of a debt obligation, a budget amendment is proposed.

##### **4.4.9.2 Unanticipated Revenues**

Any funds received during the year which were not anticipated when the original budget was prepared are allocated to specific funds.

##### **4.4.9.3 Miscellaneous**

Any other final amendments to the budget will be considered in this resolution.

### **4.5 Purchasing and Accounts Payable**

The District follows the guidelines established in **Chapter 287.055, Florida Statutes**, for the acquisition of professional services (with the exception of legal and auditing) and contracts related to the construction of public projects. In addition, the District has established additional internal procedures for purchases which are detailed in the South Indian River Water Control District Procurement Policy in **Chapter 9**.

### **4.6 Cash Management**

The District's accounts are to be managed by the Treasurer. Duties include ensuring that revenue is collected and deposited in a timely manner, that disbursements are proper and timely, and that investments are proper and earning an acceptable rate of return.

#### **4.6.1 Investment Requirements**

The Treasurer is responsible for investing and reinvesting the District's surplus funds according to the Resolutions adopted by the Board. In addition, public deposits shall be made only in a "qualified public depository". According to **Chapter 280.02, Florida Statutes**, a "qualified public depository" means "any bank or saving association organized and existing under the laws of this state and any bank or saving association organized under the laws of the United States that has its principal place of business in this State or has a branch office which is authorized under the laws of this state or of the United States to receive deposits in this state, that meets all of the requirements of this chapter, and that has been designated by the Treasurer [of the State of Florida] as a qualified public depository".

Pursuant to **Chapter 280, Florida Statutes**, all qualified public depositories are required to pledge eligible collateral having a market value equal to or greater than the average daily or monthly balance of all public deposits, multiplied by the depository's collateral pledging level. The pledging level may range from 50% to 125% depending upon the depository's financial condition and establishment period. All collateral must be deposited with an approved financial institution. Any losses to public depositors are covered by applicable deposit insurance, sale of securities pledged as collateral and, if necessary, assessments against other qualified public depositories of the same type as the depository in default.

In accordance with **Chapter 218.345, Florida Statutes**, the District has adopted guidelines for the investment of public funds.

#### **4.6.2 Other Investment Considerations**

The Treasurer is designated as Investment Officer of the District and is responsible for investment decisions and activities under the direction of the Board of Supervisors. Surplus funds are defined as those funds in excess of the District's average operating expenses for two months.

The Treasurer evaluates the following factors when making decisions about the investment of surplus funds.

- Prevailing interest rates offered by other qualified public depositories.
- Sufficiency of the money market account balance to cover average operating expenses for two months.

### **4.7 Fixed Assets Accounting and Control**

Property, plant, and equipment purchased or acquired is carried at historical cost or estimated historical cost. Contributed assets are recorded at fair market value as of the date received.

Capital assets are defined as assets with a useful life of greater than one year and an acquisition cost of more than \$2,500 for equipment and \$25,000 for infrastructure. Additions, improvements, and other capital outlays that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expensed as incurred. Infrastructure, such as canals, bridges, culverts, and drainage systems, are capitalized along with other general capital assets at historical costs.

Capital assets are recorded at historical cost. Historical cost is measured by the amount of consideration given or received and includes the following:

- Purchase costs before trade-in allowances and less discount.
- Job order costs if constructed by personnel of the District.
- Professional fees of attorneys, architects, engineers, appraisers, surveyors, and the like.
- Site preparation costs such as clearing, leveling, filling, and demolition of unwanted structures.
- Fixtures attached to a building or other structures.
- Transportation and installation charges.

- Any other expenditure required to put the asset into its intended state of use.
- Donated assets are capitalized at their fair market value at the time received.

### **4.7.1 Classification and Recording**

Items to which the District has title and meet the definitions outlined below will be entered into the accounting records as fixed assets:

#### **4.7.1.1 Land**

Includes all parcels of land acquired for building and plant sites and rights-of-way.

#### **4.7.1.2 Buildings**

Includes all buildings. Permanently attached fixtures installed during construction are considered a part of a building. The subsequent addition of equipment or furniture will be recorded in the categories for machinery or office equipment and fixtures. Major improvements, such as additions to buildings, are capitalized.

#### **4.7.1.3 Improvements other than Buildings**

Includes control structures and other improvements.

#### **4.7.1.4 Machinery and Mobile Equipment**

Includes all motor vehicles and construction and maintenance equipment where the unit cost exceeds \$2,500.

#### **4.7.1.5 Office Equipment and Fixtures**

Includes all office equipment where the unit cost exceeds \$2,500.

#### **4.7.1.6 Construction Work in Progress**

Includes all partially completed projects. Upon completion, these assets are transferred to the appropriate capital asset category.

### **4.7.2 Accounting for Fixed Assets**

Capital assets that are acquired by the District are recorded either as expenditures in the governmental funds, or if they are to be used in maintenance operations, they are recorded in the internal service fund. Assets are recorded at cost, except for property acquired under capital leases, for which the basis is the lower of fair market value of the property at the date of the lease, or the net present value of the minimum lease commitments. Public domain general assets consist of buildings, bridges, culverts, and drainage systems are capitalized along with other general fixed assets. Interest on bond anticipation notes or other short-term borrowings used to finance the construction of qualifying assets is capitalized. Interest costs on tax-exempt special assessment bonds are considered to be period costs. Depreciation of most capital assets is computed by the straight-line method. Estimated useful lives range from 5 to 50 years. The District does not depreciate land, canals, or easements because these assets are considered to be inexhaustible. Upon disposal, the related cost and accumulated depreciation (if applicable) is removed from the accounts.

### **4.7.3 Asset Control**

In order to properly safeguard the District's tangible personal property, and in compliance with **Chapter 691-73, FAC**, a detailed record is kept of each item and an individual is assigned responsibility for it. A custodian is designated for each piece of property to help ensure that property that is acquired is maintained, used, and disposed of in the District's best interest.

### **4.7.4 Physical Tagging**

Machinery, mobile equipment, office furniture, and equipment are physically tagged with a control number. The purpose of tagging the item is to aid in obtaining a record of the property belonging to the District in order to improve control and financial reporting.

### **4.7.5 Annual Inventory**

The existence and condition of all equipment owned by the District exceeding the capitalization threshold is verified annually. The inventory is performed to determine if all assets are being properly accounted for and to ensure they are still in service and usable. During the inventory count, the person taking the inventory count cannot be the custodian of the asset. If the items are determined to be obsolete, inefficient, or they no longer serve a useful purpose, they shall be considered surplus and disposed of accordingly.

### **4.7.6 Asset Disposal**

The District has the discretion pursuant to **Chapter 274, Florida Statutes**, to classify as surplus any of its property that is obsolete or the continued use of which is uneconomical or inefficient, or which serves no useful function.

The Board may classify an item as surplus based upon the recommendation of the Executive Director, by Resolution of the Board, which shall have attached to it, a description of the property and the written recommendation to the Board. Said surplus property may then be disposed of by the District according to the provisions in **Chapter 274, Florida Statutes**.

Authority for the disposal of property is recorded in the Minutes of regularly scheduled meetings of the Board of Supervisors.

## **4.8 Revenue Processing**

Special assessments are the District's primary source of revenue. The District uses the Palm Beach County Property Appraiser and the Palm Beach County Tax Collector to assess and collect assessments respectively. Assessments are recognized when they become measurable and available. Available means when due and collected within the current period. Assessments are levied on October 1 of each year and included with the property tax bills which are mailed on or about November 1 and must be paid by the following March. Taxes and assessments not paid are declared delinquent and tax certificates are sold to satisfy the lien in July. Unsold certificates paid after September 30 are recorded as revenue in the fiscal year received.

## **4.9 Expenditures**

### **4.9.1 Maintenance Expenditures**

Water control and road maintenance are the primary functions of the District. Thus, the proper recording of the maintenance costs associated with these functions is very important. The time spent on water control, road, and park maintenance is recorded by each employee. The reported time for water control is split as to the hours and location for work performed on swales, canals, and culverts.

### **4.9.2 Capital Projects/Debt Service**

The Capital Project Funds and the Debt Service Funds are related in that the Capital Projects are normally funded by the issuance of debt. Capital Projects consist of all infrastructure constructions such as road improvements and drainage construction. Separate financing is arranged for each project and as such, each project's expenditures are tracked to ensure that only the costs and expenditures that relate to that project are paid for by the project's funds.

Expenditures for capital outlay are based on the work performed and is recorded in the project to which it benefitted. The contractor's requisition identifies which fund is to be charged and the requisitions are authorized by the District Engineer.

Capital outlay expenditures for professional services such as legal, engineering, and accounting are segregated by project and recorded in the appropriate project fund account.

## **4.10 Accounting Records and Financial Reporting**

The District utilizes a Financial Management System that includes the general ledger and subsidiary records. The financial data is stored in a cloud server with multiple sites and is backed-up daily. User access to the Financial Management System is restricted to individuals with designated responsibility for the records.

### **4.10.1 Financial Reporting – Internal**

Financial statements and schedules are prepared from the accounts and related records.

The District uses special purpose reports to manage and inform its staff, Board of Supervisors and landowners depending on the specific need of the issue being considered.

#### **4.10.1.1 Interim Reports**

Interim reports of operating results and financial position are prepared to facilitate management control of financial operations and to allow public and legislative oversight of the district's operations. This includes quarterly reports to the Board comparing actual to budgeted funding and expenditures.

## **4.10.2 Financial Reporting - Audited Financial Statements**

The District retains an Independent Certified Public Accounting Firm qualified to perform governmental audits to examine its **Annual General Purpose Financial Statements**. The format of these statements is guided by the Governmental Accounting Standards Board Statements. The basic financial statements include both government-wide and fund financial statements.

### **4.10.2.1 Government-wide Financial Statements**

The government-wide financial statements focus on the district as a whole and include a statement of net position and a statement of activities. These statements report information on all of the activities of the district. Since the principal users of internal services are the district's governmental activities, the financial statements of the internal service fund are consolidated into the governmental activities in the government-wide statements. This avoids "doubling up" revenues and expenses. The statement of activities demonstrates the extent to which the direct expenses for a given program or function is offset by program revenues. Program revenues include special assessments levied by the district, miscellaneous charges for external services, and restricted investment income. Certain miscellaneous items are reported as general revenues.

The government-wide statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows.

### **4.10.2.2 Fund Financial Statements**

The fund financial statements focus on major individual funds. Separate financial statements are provided for governmental funds, and the internal service funds. Major individual governmental funds are reported as separate columns.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they become measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period.

Because the government-wide statements are presented on a different measurement focus and basis of accounting than the fund financial statements, reconciliations are presented to explain the adjustments needed to transform the fund-based financial statements into the government-wide presentation.

## **4.10.3 Financial Reporting - Regulatory**

### **4.10.3.1 Annual Report of Units of Local Government**

In compliance with **Chapter 218, Florida Statutes**, the District annually electronically files an Annual Financial Report with the Florida Department of Financial Services. The report must be submitted on or before June 30 of each year to report the results of operations for the prior fiscal year.

#### **4.10.3.2 Annual Report to the Chief Financial Officer**

Annually, the District must submit to the Chief Financial Officer of the State of Florida an affirmation that it has performed a confirmation of all open public depositories as of the close of business on September 30.

### **4.11 Miscellaneous**

#### **4.11.1 Insurance**

The District obtains insurance policies to protect itself from the risks of loss from theft of, damage to, or destruction of assets, errors and omissions, and job-related illnesses or injuries to employees among others. All insurance policies are for a period of one year and generally coincide with the District's fiscal year beginning October 1. The policies are reviewed on an annual basis to provide the adequacy of coverage.



## **5 District Ownership, Rights, and Interests**

### **5.1 Types of Ownership, Rights, and Interest**

District land rights, both inside and outside of its described boundaries, may exist in any of the following forms:

- Fee Ownership
- Easement
- Prescriptive Right
- Riparian Right

### **5.2 Dispute Resolution**

In order for the District to resolve landowner disputes regarding the interpretation of District boundary lines and land rights, the affected landowners must present the issue to the Board of Supervisors at a regularly scheduled Board meeting.

### **5.3 District Rights of Way and Easements**

#### **5.3.1 Rights-of-Way**

This typically applies to canals having District Ownership.

Present policy allows use of canal Rights-of-Way by pedestrians, bicyclists, and equestrians, but not motorized vehicles, other than District maintenance equipment.

#### **5.3.2 Easements**

The District has certain rights in our easements that allow for clearing, excavation, etc., in order to maintain drainage.

## **6 Emergency Management Procedures**

### **6.1 Emergencies (Hurricanes, Flooding, Natural and Man-made Disasters)**

South Indian River Water Control District is responsible for roads and canals within its jurisdiction. In the event of a natural or made-made catastrophe, emergency management emphasis would be placed on clearing debris from roadways, providing ingress/egress for residents as well as medical and law enforcement agencies. Major canal systems would also be prioritized for removal of trees or debris obstructing optimum storm water outfall capacities. Individual emergencies would also be responded to as conditions permit.

The District is part of a larger emergency management plan under the direction of the Palm Beach County Emergency Management office. This plan effectively makes District equipment available for designated areas outside District boundaries but would not be activated until such time as the primary obligations to the District residents' health, safety and welfare were met.

In the event of imminent hurricane and flooding danger, District operations personnel would secure the equipment and facilities against damage. They would then be allowed to return to their homes to protect their personal property and family during the event. Immediately following the storm's passage, District personnel would return to their duty posts and begin operations as described above.

The Executive Director will be responsible for notifying the Board of Supervisors, Staff and other governmental agencies depending on the nature of the emergency. The Executive Director will keep the Landowners informed of the procedures concerning any emergency involving the District, if needed. (See 6.2 Crisis Communications.)

For practical purposes, Supervisors and Staff should inform the District Office when they will be out of town for an extended period of time.

#### **6.1.1 Employee Emergencies**

Procedures for employee emergency situations are contained in the Employee Safety Manual which is located in the District Office.

### **6.2 Crisis Communications**

The District's Crisis Communications Plan is designed to keep the Landowners, the Board of Supervisors, Staff, employees and interested public informed in the event of an emergency, such as stated above.

In the event of an emergency, the Executive Director is the designated spokesperson for the District. It is the responsibility of the Executive Director to evaluate all information pertaining to the crisis and to determine what information shall be released. All questions and communications relating to the situation shall be directed to the Executive Director. The Executive Director will coordinate his activities with the Board, Staff and Employees during the crisis, as necessary.

The Executive Director will work with the District Public Information Officer to provide information to traditional news channels, on the District's website and on the District's communities' social media and websites to keep Landowners informed about the emergency. The Public Information Officer maintains a list of emergency telephone numbers on the Crisis Communications Plan, a copy of which is available at the District Office, with Supervisors, and Staff.

In the event the Executive Director is absent or unavailable during a crisis situation, the Board President will assume the responsibility. If the President is not available, the Vice President will assume responsibility.

In the event of an emergency, assistance should be given to authorities in providing shelters, rescue missions, food distribution, etc.

### **6.3 Press Relations**

The Public Information Officer, after conferring with the Executive Director, will coordinate all press relations including press conferences, selection of a site, and setting up interviews if needed. Official press releases may also be made available on the District website and to the District's communities' media.

## 7 Procedures for Implementing New Works of the District

Pursuant to **Chapter 298, Florida Statutes**, the District has authority to enact water control plans or plan amendments for purposes of water management operations, road construction, and improvements in all areas of the District; and for distribution of potable water, and the collection and transmission of wastewater for those lands lying east of Canal 18 and the Northeast corner of Section 1, Township 41 South, Range 41 East.

To establish the water control plans or plan amendments, the District has the authority to hold, control and acquire by donation or purchase, or by condemnation, if necessary, any interest in land necessary for the improvements to be constructed, and to levy assessments for those improvements.

### 7.1 Identification

Works of the District are identified as any land rights or Capital Improvements funded, received, accepted, or otherwise inherited by the District, plus any facilities that the District has authority or obligation (mandated or exercised option) to operate and maintain for the benefit of the landowners.

### 7.2 Public Facilities Report

All works of the District shall be set forth in the annual preparation of the Public Facilities Report as prescribed by Chapter 189, Florida Statutes. A copy of the current Public Facilities Report is on file in the District Office.

### 7.3 Water Control Plans and Plan Amendments

#### 7.3.1 Water Management Plans

Prior to adopting a water control plan or plan amendment, the Board of Supervisors must adopt a resolution to consider the adoption of a proposed water control plan or plan amendment pursuant to **Chapter 298, Florida Statutes**. Once the resolution has been duly adopted, the Board of Supervisors must give notice of a public hearing on the proposed plan or plan amendment by publishing notice once a week for three (3) consecutive weeks in a newspaper of general circulation. On or before its scheduled meeting to consider the proposed plan or plan amendment, written objections may be filed with the District Office.

#### 7.3.2 Private Road Maintenance

Landowners on private roads may request the District to take over maintenance of the roadway. All landowners on the roadway will be required to sign a petition requesting the District take over roadway maintenance. The Executive Director and District Attorney reserve the right to add additional addendums to the agreement. The petition and any additional agreement will be presented to the Board of Supervisors at a monthly Board meeting for Board approval. **(See Appendix D-1 for sample Request for Addition to Assessment Rolls for Maintenance of Private Roads.)**

### **7.3.3 Road Paving**

Landowners may apply to the District for road surface upgrades on roads maintained by the District. The following procedures shall apply:

#### **7.3.3.1 Procedure**

The District Board of Supervisors hereby establishes the following:

- 1) No roadway will be considered for paving unless the easement width, drainage swales and road base are considered suitable by the Executive Director and the District Engineer.
- 2) Paving shall be in accordance with the design and specifications approved by the Executive Director and District Engineer.
- 3) Should a roadway need enhancements to be considered suitable for the project as determined by the Executive Director and District Engineer, the landowners shall pay the costs of these improvements.
- 4) Roadway paving projects require a petition by landowners having signatures from more than 50% of the lots abutting the road segment or lots within the benefitted area, as determined by the District Engineer. Petitions shall be submitted to the District Office requesting the project along with a petition review fee (as recommended by the District Engineer and approved by the Board of Supervisors). Petitions shall be on a District-approved form which provides a range of preliminary estimated paving costs provided by the District Engineer and such petitions shall state whether the project will be financed by the District. The Board of Supervisors may approve or deny the Petition after the Executive Director and District Engineer review, verify, and make recommendations.
- 5) After submission of a qualified petition, Board approval, and review by the Executive Director and District Engineer, a referendum ballot will be sent to all landowners on the road segment or all landowners in the benefitted area reflecting the estimated assessments. A successful referendum under this policy requires an affirmative vote by at least 90% of benefitted landowners for passage.
- 6) There are two options for funding a project. The choice between Landowner financing or District financing must be part of the initial petition request and the choice must be clearly noted on the petition:
  - a) District financing: Benefitted landowners will be assessed for their portion of the actual cost of the project over the term of the financing secured by the District. Landowners who wish to pay their portion of the project without financing charges must submit their portion of the estimated project cost prior to the District financing of the project. Payment due dates will be announced to affected landowners.
  - b) Landowner financing: Projects not financed by the District must have all estimated costs paid in full prior to the project being added to a Plan of Improvement.
- 7) Petitions for landowner-initiated roadway paving projects will be available from the District office on the first business day in February of each year and must be returned by the last business day in April of the same year. Petitions meeting the

requirements of the Executive Director and District Engineer will be presented for approval by the Board no later than August 31 of the same year. Once approved, referendum ballots will be mailed via certified mail to benefited landowners. Landowners will have at least 30 days to return a completed referendum ballot with the date due for return clearly noted on the envelope and/or referendum ballot. **(See Appendix D-2 for sample petition.)**

### **7.3.3.2 Additional Considerations**

The Board of Supervisors has the right to deny any landowner-initiated project.

- 1) Petitions are only for one road section, defined as a continuous section of roadway of the same street name. Road sections considered for roadway paving shall connect to existing stabilization of equal or greater durability on at least one end and consisting of a logical section of roadway (i.e., 1/4-mile, 1/2-mile, 4-way intersection, etc.).
- 2) For projects not financed through the District, no landowner shall be required by the District to provide funds. Funds collected for these projects will be held in escrow in a non-interest-bearing account until all funds are collected and paid out. All funds must be collected by the District within one (1) year of a successful referendum. If adequate funds are not collected, the collected funds, less administrative, staff, and other fees or costs incurred by the District, will be returned to the landowners who paid. In the event of a project exceeding the budgeted amount, the additional funds needed to complete the project will be collected as a District non-ad valorem assessment on the benefited properties. Funds in excess of the project cost will be refunded proportionally to the amounts paid by each landowner.
- 3) Projects financed through the District are generally assessed on a per parcel benefited basis, although a per acre benefited or per foot of benefited frontage basis may be used, as determined by the Board of Supervisors.
- 4) Landowners must wait a minimum of three (3) years before a section of a road that failed in a referendum may be included in a new referendum. In addition, the failed section cannot be added to another section prior to the expiration of the three (3) year wait period.
- 5) Neighborhood plans approved by the Palm Beach County Commission shall be considered by the South Indian River Water Control District's Board of Supervisors when making decisions about project approvals.
- 6) District roads do not qualify for traffic calming devices.
- 7) Paving a road does not eliminate or reduce the annual maintenance non-ad valorem assessment on a landowner's tax bill.
- 8) A public record notice will be filed for all benefited properties within a project upon a successful referendum.
- 9) Landowners on roads owned by Palm Beach County may choose to utilize a road paving program provided by Palm Beach County.

## 7.3.4 No Paving Petitions

Landowners interested in placing a “no enhanced stabilization” or “no pave” restriction on the roadway adjacent to their property for a period of five (5) years may make a request in writing per the following procedures:

### 7.3.4.1 Procedure

The District Board of Supervisors hereby establishes the following:

- 1) No-Pave Petitions shall be submitted to the District Office on a District-approved form within the timeframes specified for Enhanced Stabilization Petitions under **7.3.3.1. Procedure**.
- 2) A No-Pave Petition fee (as recommended by the District Engineer and approved by the Board of Supervisors) shall be submitted at the time a petition is returned to the District office.
- 3) To be considered for approval, a No-Pave Petition shall be signed by landowners owning more than 50% of the lots abutting the road segment subject to the petition indicating their objection to paving. No-Pave Petitions shall be held on file with the District for a period of five (5) years following Board approval.
- 4) The Board of Supervisors may approve or deny the Petition after the Executive Director and District Engineer review, verify, and make recommendations.
- 5) If the road segment designated in the No-Pave Petition overlaps a majority of parcels contained within an Enhanced Stabilization Petition submitted after the No-Pave Petition is approved by the Board, the Enhanced Stabilization Petition will not be accepted and no additional Enhanced Stabilization Petitions for such road segment will be accepted for five (5) years following approval of the No-Pave Petition by the Board.
- 6) No-Pave Petitions must meet the same criteria as Enhanced Stabilization Petitions regarding continuity, connection, and size as specified in **7.3.3.2 Additional Considerations** of the Enhanced Stabilization Policy.
- 7) All No-Pave Petitions currently on file with the District as of April 20, 2017, upon approval of this policy shall expire five (5) years from their original submittal date.
- 8) Unverified No-Pave Petitions on file with the District when this policy is adopted shall remain unverified until such time as an Enhanced Stabilization Petition is submitted having the majority of its parcels overlapped by the road segment in the No-Pave Petition, but in no case following the expiration date of the No-Pave Petition.
- 9) If a signature of a landowner for a specific parcel appears on both a “No Pave” and an “Enhanced Stabilization” petition, the signature is not valid for either petition and will not be counted as part of the percentage of approval.

### **7.3.5 Potable Water Distribution and Wastewater Collection Systems (Only for Land East of C-18)**

The District has authority to provide all lands lying east of Canal 18 of South Florida Water Management District with potable water distribution and wastewater collection systems. Landowners interested in potable water distribution water or wastewater collection service must make a request in writing and present the request to the Board of Supervisors at a monthly Board meeting. If more than twenty five percent (25%) of the affected landowners want the District to provide wastewater collection (as indicated in the written request), then the Board has the discretion to send a petition to all landowners who would benefit from the service.

If a majority of affected landowners want the service, then all of the landowners benefiting from the improvement will be assessed in accordance with benefits received and the plan of improvements.

At the time of the completion, the District shall transfer the facilities to the appropriate entity, Town of Jupiter, or Loxahatchee River Environmental Control District, for operation and maintenance of the facility.



## 8 Permits

### 8.1 Permits Required

No one may use, construct, excavate or alter the works of the District or install any structure or equipment to enable the discharge of water, water withdrawal or other water use by anyone without receiving a permit from the District. In the case of an emergency, authorization (written if practical) may be given by the Executive Director or District Engineer. Unless expressly exempt by law or District rule or policy, a permit must be obtained for:

- Construction, excavation, alteration, or abandonment of any drain, ditch, canal, or other system of drainage connecting to or to connect with, discharge into, withdraw from or otherwise make use of the works of the District; or,
- Construction, alteration, or abandonment of any bridge, or other crossing over a work of the District; or,
- Any other construction, excavation or alteration including placement of utilities, on or within District rights-of-way.

### 8.2 Exemptions

The following activities are allowed under a general permit from the District and, therefore, exempt from the process of filing a specific application as set forth in applicable parts of this Section.

- Driveway Culverts in Public rights-of-way.

All such activities are required to meet general permit criteria established by the District. For driveway culverts in a District easement or right-of-way, reference is made to specifications provided in **Appendix E-3 – Exhibit G**.

### 8.3 Laws to be Observed and Other Agency's Rules

The permittee shall comply with all State, Federal, and Local rules and regulations, as applicable to the permitted facilities and work performed pursuant to the permit, which includes any and all Federal State, and Local laws, bylaws, ordinances, rules, regulations, orders, permits, or decrees including environmental laws, rules, regulations, and permits. When a South Indian River Water Control District rule is more stringent than those of other agencies, the permittee shall comply with the District's rule.

### 8.4 Content of Application

A Permit Application in the form contained in **Appendix E-1** shall contain maps, drawings, calculations, and engineering details sufficient to define the nature, scope, intent and functioning of the proposed activity including but not limited to:

- The applicant's name, telephone number and address, including zip code.
- The owner's name, telephone number and complete address if applicant or user is different from the owner.
- The project location relative to Section, Township and Range; Lot, Block and Subdivision; or a metes and bounds description.
- Whether the proposed use is a modification of an existing use, or is a new use.

- A description of the proposed use of or encroachment on works of the District.
- A description of the portion of the works of the District to be used.
- A statement of the probable or possible impacts on other lands.
- Three copies of an 8 1/2 by 11 inches or 11 by 17 inches drawing to scale or with dimensions, reflecting the proposed use in plan and elevation views as related to the applicable works of the District and tied to a known reference point in the immediate area of the proposed use.

## **8.5 Issuance of Permits**

### **8.5.1 Application Forms**

The Executive Director shall have permit application forms available at the District office and on the District's website and shall receive and give receipts for submitted permits during normal office hours.

### **8.5.2 Conditions of Issuance**

In order to obtain a permit under this rule, an applicant must provide reasonable assurance that the short- and long-term effects of activity or proposed use of the works of the District:

- Will not interfere with the construction, alteration, operation, or maintenance of the works of the District; and,
- Is not inconsistent with the overall objectives of the Plan of Reclamation; and,
- Will not otherwise be harmful to the works of the District, and will not interfere with the legal rights of others; and,
- Will be operated and maintained in a manner acceptable to the District.

### **8.5.3 Legal Interests of Applicant and Third Parties**

The applicant must own or lease the land upon which works are proposed. Impacts to adjacent and other affected lands shall be considered in the granting or denial of a permit application. An exception is that government agencies or utility owners, who do not have contractual control over the builder of their utilities, are required to have the builder become a joint utility permit applicant to the District (refer to 8.5.5).

### **8.5.4 Permit Criteria**

The applicant for all permitted activities hereunder within South Indian River Water Control District rights-of-way shall comply with requirements of this section.

#### **8.5.4.1 Introduction**

The purpose of this section is to provide information describing the criteria and permitting requirements relating to the utilization of works of the District.

This information will be used as a guideline by the District staff in reviewing applications and proposals, and for issuing permits. The criteria and requirements contained herein are subject to change by the Board of Supervisors of the District.

The Board may waive strict application of the criteria appearing in this section when such action is determined to be in the best interest of the District and general public, consistent with the objectives of the District.

#### **8.5.4.2 Rules for Use of or Connection to Works of the District**

##### **8.5.4.2.1 Permits Required**

No utility or other improvement shall be constructed across, under, along or within a canal or right-of-way over which the District has jurisdiction, unless a valid application for a construction permit has been approved by the District.

##### **8.5.4.2.2 Inspection**

Any utility or other improvement constructed under a valid permit shall be subject to inspection by the District to assure compliance with the terms of the permit before use of the utility or improvement will be allowed.

##### **8.5.4.2.3 Pre-Application Meeting**

Every applicant is encouraged to contact the District prior to preparing an application for District review and evaluation. They can offer assistance in providing information and answering questions.

For applications embracing large, complex, or sensitive projects, a pre-application meeting may save time, effort, or money for the applicant. This is particularly true for the connection of drainage facilities and canal crossings.

##### **8.5.4.2.4 Drawings Required**

Drawings of the proposed work shall be submitted with the application. The drawings shall provide sufficient detail and information to present a clear indication of the proposed work. Insufficient or unclear drawings shall result in the return of an application without action by the District.

#### **8.5.4.3 Canal Crossing Criteria**

##### **8.5.4.3.1 Canal Crossing Policy**

It is the policy of the District to:

- Allow District landowners vehicular access to their property from one side of the canal to the other provided that it is the only alternative for accessing the subject property.
- The District may require joint-use crossings to serve more than one owner when such action will result in fewer structures in District canals.
- Limit hydraulic losses in its canal systems so that a single crossing, whether culvert or bridge, induces a head loss in the system of not more than 0.20 feet. The head loss shall be calculated using the design flow for the drainage area served by the canal at the crossing location.

The District shall establish the drainage area to be used for determination of the design flow at each crossing and shall evaluate applications for canal crossing permits using the foregoing policy as a guideline.

#### **8.5.4.3.2 Application for Canal Crossing Permit**

A permit application for a new, or an existing unpermitted crossing shall include, as a minimum, the following information on the nearest culverted or bridge crossing both upstream and downstream from the proposed crossing, all provided by the applicant at no expense to the District:

- The location, in feet, from the existing crossing to the location of the proposed crossing.
- The culverts, the invert elevations, diameter, length, and type of culvert.
- For bridges, the deck and low member elevations (referenced to North America Vertical Datum 88), and the length and number of spans.

An applicant for a new, or an existing unpermitted, crossing may be required to provide additional information including, but not limited to, cross sections of the canal, or locations of existing improvements and right-of-way lines.

A permit application for replacement of an existing permitted crossing does not need to include the information specified above.

#### **8.5.4.3.3 Culverted Crossing**

No culvert placed in a District primary canal shall be less than 60 inches in diameter.

The culvert invert must be set at an elevation which is consistent with the water management objectives of the canal in which it is installed, as determined by the District.

If in the opinion of the District Engineer, a proposed crossing results in an unacceptable cumulative head loss, then the culvert may be oversized, or a bridge may be required, at the option of the District.

Drainage areas, invert elevations, and culvert oversizing requirements shall be determined by the District.

Any proposed crossing requiring more than two (2) culverts to pass the design flow under the conditions stated may, at the option of the District, not be permitted. Instead, a bridge may be required.

Construction of a culverted crossing shall conform to the requirements of May change.

#### **8.5.4.3.4 Bridges**

All bridges crossing District rights-of-way must be designed and certified by a Florida Professional Engineer. All bridges crossing District canals must provide for continuous and uninterrupted access for District equipment along the canal berms.

Public road bridges and bridges subject to use by the Public shall be designed to carry minimum anticipated loads per Florida Department of Transportation Design Standards.

The following minimum horizontal and vertical clearances shall control the design of bridges over District canals:

##### **Horizontal:**

Center Span: 25-foot clear bent spacing, measured perpendicular to the canal centerline.

Approach Spans: 20-foot spacing between bent centers, measured perpendicular to the canal centerline.

##### **Vertical:**

Six (6) feet above the seasonal high optimum water control elevation, two (2) feet above the design water surface, or two (2) feet above adjacent natural ground, whichever produces the highest low member elevation. However, these vertical clearance requirements may be modified after review and consideration of technical reasons which constitute an acceptable basis for giving a variance.

#### **8.5.4.3.5 Crossing Criteria Flexibility**

The foregoing criteria are to be used as guidelines in designing and elevating the crossing improvements. Alternative methods of meeting the District's objectives may be considered, depending on the magnitude and nature of resultant impacts. Therefore, the Board may modify these criteria, provided that the primary goal of meeting District water control objectives is not compromised.

### **8.5.4.4 Drainage and Irrigation Connections with District Canals**

#### **8.5.4.4.1 Public Road Drainage**

The District realizes that the construction of improvements to public roads by the State, County or municipalities benefits the landowners of the District as well as the public-at-large. It realizes, further, that many public road projects have minimal impact upon its water control system because of the size and nature of the project, and because other governmental agencies require some measure of runoff attenuation or water quality treatment.

Therefore, in the spirit of intergovernmental agency cooperation, the inflow criteria in this section may be modified by the Board upon the satisfactory

showing of evidence by the governmental entity/applicant that such modification does not violate the water control plan and water quality objectives of the District.

#### **8.5.4.4.2 Drainage Connections**

##### **8.5.4.4.2.1 Existing Connections Into District Canals:**

Drainage connections into District canals that existed prior to the adoption of these policies may be replaced in size and kind as a matter of custodial maintenance. However, an application for a permit must be submitted to the District and approved prior to initiation of such replacement to assure compatibility of the completed work with the District's rights-of-way in an acceptable manner.

##### **8.5.4.4.2.2 New Connections and Enlargement of Existing Connections Into District Canals:**

New drainage connections and the enlargement of existing drainage connections within District canals shall be designed and installed to limit discharge from the drainage area served by the proposed installation. All connections require an application for a permit to the District.

For gravity drainage, the applicant must demonstrate that the proposed installation will limit drainage discharge to the volumetric equivalent of not more than 2.5 inches of depth over the area served in a 24-hour period.

All gravity drainage connections to District canals shall be made in accordance with details shown in **Appendix E-3 - Exhibit B**.

The District strongly discourages the use of a pump to discharge into its canal system. If an applicant can demonstrate, to the satisfaction of the District's Board, that refusal to allow such an installation will result in an undue hardship, then the District may consider an application. Due to the nature of the discharge, pump discharges will require board approval. Permit approval will be temporary for up to one year unless the applicant can provide evidence that there is no other means of discharge. At that time, the Board may approve a longer expiration date.

For pump drainage, the total pump capacity shall not exceed the volumetric equivalent of 2.5 inches per day from the area to be served by the pump. The applicant must show that the total discharge from the property does not exceed the volumetric equivalent of 2.5 inches per day with the inclusion of the pump.

Applicants shall provide drainage calculations and construction plans signed and sealed by a Professional Engineer licensed in the State of Florida that illustrates that the system meets the District's standards. The District Engineer has the discretion to determine whether the permit requires approval by the Board, provided the development permits issued by state or local authorities comply with District policies.

#### **8.5.4.4.2.3 New Connections Into Secondary Drainage System (Roadside Swales and Drainage Easements)**

The District's system is a gravity system. Recovery of the system is expected to be within 12 days or less of a storm event per South Florida Water Management District Section 3.9.a of the Environmental Resource Permit Applicant's Handbook Volume II. Recovery is defined as the system receding to the stage of the seasonal high ground-water elevation or pond control elevation depending on the area or system. Discharge from landowners is collected by sheet flow from the landowner property or by perimeter swales connected to the District's secondary drainage system. Should a landowner desire to connect into the secondary system by an alternative method such as a culvert or pump, a permit shall be obtained.

#### **Gravity Connections**

For gravity drainage, the applicant must demonstrate that the proposed installation will limit drainage discharge to the volumetric equivalent of not more than 2.5 inches of depth over the area served in a 24-hour period.

If the diameter of the pipe exceeds 6 inches, the applicant shall provide drainage calculations along with plans signed and sealed by a Professional Engineer licensed in the State of Florida illustrating that the system meets the District's standards.

If erosion, shoaling, or blockage of the conveyance feature occurs, the permittee shall immediately repair the facility to at least pre-discharge conditions. This is in accordance with Florida Statute 298.66 which states, "a person may not willfully, or otherwise, obstruct any public canal, drain, ditch or watercourse or damage or destroy any public drainage works constructed in or maintained by any district."

## **Pump Connections**

The District strongly discourages the use of a pump to discharge into its secondary drainage system. If an applicant can demonstrate, to the satisfaction of the District's Board, that refusal to allow such an installation will result in an undue hardship and that the system could not be modified to work by gravity, then the District may consider an application. However, the establishment of criteria and terms and conditions of such an approval, if granted, are solely within the jurisdiction of the Board.

A hardship shall include but is not limited to:

- Pumping to protect against imminent flood damage to permitted structures.
- Protection against damage caused to livestock (equine or other) from prolonged standing water, if there are no areas available for the livestock to be moved to on the landowner's site or the landowner can provide a veterinary statement certifying that the standing water is creating harm to the livestock.
- Relief from excessive and prolonged standing water in excess of the seasonal high ground water table or pond control elevation of the property for twelve (12) days or more after a storm event.

In order to prove that the property could not drain by gravity, the landowner will need to provide a topographic survey of the property along with information on the nearest ditch, swale, or canal and an engineer's statement that the property could not be modified to provide adequate gravity discharge. The engineer's statement must be signed and sealed by a licensed Professional Engineer in the State of Florida.

For a pump connection, the applicant must provide documentation of the hardship and provide reasonable assurance that the proposed pumping would not impact works of the District, violate the water control plan and impact landowners that discharge into the same facilities. An analysis will be needed to illustrate that the timing and volume of flow does not impact the capacity of the secondary system for other landowners to use. This analysis would need to be completed by a licensed Professional Engineer registered in the State of Florida.



Due to the nature of the discharge, pump discharges will require board approval. Permit approval will be temporary for up to one year unless the applicant can provide evidence that there is no other means of discharge. At that time, the Board may approve a longer expiration date.

A landowner could apply for a temporary permit for pumping for up to one year until the property can be modified to drain by gravity. After one year, the pumping will not be allowed without further consideration from the Board.

The total pump capacity shall not exceed the volumetric equivalent of 2.5 inches per day from the area to be served by the pump and the applicant must show that the total discharge from the property does not exceed the volumetric equivalent of 2.5 inches per day with the inclusion of the pump.

The discharge shall be located a minimum of 15 feet from the easement line to the secondary system to allow for sheet flow into the system. Velocity from the pump system shall be limited to 1.5 feet per second or less. If erosion, shoaling, or blockage of the conveyance feature occurs, the permittee shall immediately repair the facility to at least pre-discharge conditions. This is in accordance with Florida Statute 298.66 which states, "a person may not willfully, or otherwise, obstruct any public canal, drain, ditch or watercourse or damage or destroy any public drainage works constructed in or maintained by any district."

Applicants shall provide drainage calculations and construction plans signed and sealed by a licensed Professional Engineer of the State of Florida that illustrates that the system meets the District's standards.

#### **8.5.4.4.3 Irrigation Connections**

Connections to District canals for irrigation withdrawals shall be designed and installed in a manner that is consistent with the water control, operation, and maintenance objectives of the District. Irrigation intake works lying within the limits of the canal shall not impair the District's ability to perform normal maintenance operations. Intake works violating this objective shall be removed immediately upon request of the District during the required maintenance period.

Above ground irrigation system improvements including, but not limited to, pumps, pump houses or appurtenant works shall not be permitted in the District's right-of-way.

#### **8.5.4.4.4 All Connections**

The location of all connections shall be clearly marked by placing a post of contrasting colors over the culvert or pipe. The post shall be placed over the culvert or pipe at the top of the canal slope.

The permittee shall install and maintain connections in a manner that will prevent the introduction of hyacinths or other aquatic growth into the District's canals.

#### **8.5.4.5 Open Channel Connections**

Since open channel connections disrupt continuous access along canals by District maintenance equipment and cannot control inflow into the system, open channel connections shall not be permitted. However, the District may waive this requirement, provided that a waiver will not adversely impact other lands in the District or the operation and maintenance efforts of the District.

#### **8.5.4.6 Spoil Disposition**

Earthen material (spoil) excavated from a District canal or right-of-way is the property of the District. The District may dispose of this spoil in a manner which, in the opinion of the District, is in its best interest.

At the option of the District, and at the request of the landowner whose property adjoins the canal from which spoil has been removed, such spoil may be taken and used on the adjacent land. However, restoration of the canal, berm, and right-of-way shall be in accordance with the requirements of the District.

The intent of this policy is to permit a landowner to use adjacent spoil to benefit his land if the District has no need for it. However, each application shall be evaluated independently, depending upon the needs of the District and its landowners at the time the application is considered.

#### **8.5.4.7 Utility Construction**

##### **8.5.4.7.1 Overhead Crossings**

Overhead lines shall not be permitted to cross directly over District water control structures.

Overhead communication and similar utility line crossings of District rights-of-ways and Project Works shall have the following minimum vertical clearance as measured to the elevation of the lowest wire:

- 40 feet above the elevation of the canal berm, as measured from the lowest point of sag; or
- 25 feet above the dike crown;

whichever produces the higher wire elevation. These facilities shall be constructed in accordance with requirements shown on. Subject to change.

Overhead powerlines shall have minimum vertical clearances as shown on. Subject to change.

In all cases, minimum vertical clearance shall be measured from the elevation of the lowest point of sag of the line within the District right-of-way or easement to the highest point of the berm of dike crown.

#### **8.5.4.7.2 Over-Water Crossing**

The design and construction of pile-supported or free-span utilities over a District canal shall be subject to the same horizontal and vertical clearance requirements as for bridges. **See 8.5.4.3 Canal Crossing Criteria.**

If an installation is to be made adjacent to an existing bridge, pilings shall be aligned with the bridge pilings, with no intermediate pilings or bents permitted.

A cross-section of the canal, taken at 10-foot intervals at the centerline of the proposed work from top-of-bank to top-of-bank, drawn to scale and referenced to North American Vertical Datum of 1988, shall be submitted with the application.

#### **8.5.4.7.3 Under-Canal Crossings**

Under-canal utility crossings of any type (including, but not limited to, communication cables and utility pipes), shall be made to provide a minimum cover of four (4) feet over the utility line. This cover shall be measured from the top of the utility line's protective encasement to the existing canal bottom, design section or, if known, ultimate section, whichever produces the lowest installation.

At a minimum, communication utility lines shall be encased in a continuous length of seamless steel pipe, or approved equivalent, throughout the width of the canal right-of-way. A scale drawing showing the existing cross-section of the canal and right-of-way, with elevations referenced to National Geodetic Vertical Datum, shall be submitted with the application.

Pressurized pipes transmitting non-volatile fluids or gases may be buried without encasement, at the risk of the utility owner. At a minimum, however, the transmission lines must be ductile iron pipe with restrained mechanical joints throughout the canal right-of-way.

Criteria for the crossing of other types of pressurized lines including, but not limited to, natural gas lines, shall be determined and applied in accordance with industry standards at the time of application evaluation.

The under-canal crossing shall be marked by the permittee by placing permanent above-ground markers or signs over the utility at each canal right-of-way line. The markers must identify the type of utility buried and the name of the utility owner. All markers must be clearly visible and must be maintained by the permittee.

#### **8.5.4.7.4 Utilities Paralleling Canals or Rights-of-Ways**

The District discourages the installation of any utility within, and paralleling, its rights-of-ways. If an applicant can demonstrate, to the satisfaction of the District's Board, that refusal to allow such an installation will result in an undue hardship, then the District may consider an application. However, the establishment of criteria and terms and conditions of such an approval, if granted, are solely with the jurisdiction of the Board.

#### **8.5.4.8 Other Uses**

##### **8.5.4.8.1 Use of District Rights-of-Way for Access**

The District does not permit the use of its rights-of-way as a means to access private lands. Under special circumstances involving demonstrated hardship, the Board may grant a temporary right-to-use District rights-of-way for private access with the conditions that the District be held harmless from any liabilities resulting from the applicant's use of the right-of-way and that the temporary use be for the shortest time possible.

##### **8.5.4.8.2 Beehives**

The District is required by law to adopt and use methods and processes reasonably adequate to render any place of employment safe and to protect the well-being of its employees. Therefore, the placement of beehives on District rights-of-ways shall not be permitted.

##### **8.5.4.8.3 Docks/Observation Platforms**

District canals are operated and maintained, to the extent possible, to provide for an unobstructed flow way which achieves the permitted level of flood protection. Therefore, the placement of docks, observation platform or other structures that could restrict flow, catch debris, and clog the canal, or constitute a hindrance to the mobilization of District staff and equipment, shall not be permitted.

### **8.5.5 Government and Utility Responsibilities**

Government agencies or utility owners who do not have contractual control over the builder of their utilities are required to have the builder become a joint utility permit applicant to the District. In these cases, the utility builder and the government/utility owner shall be severally liable such that the utility builder shall be required to comply with all the permit requirements applicable to the construction of the government/utility owners' utilities and the government/utility owner shall be required to comply with permit requirements post construction, including, but not limited to those applicable to the operation and maintenance.

## **8.6 Duration, Modification and Transfer Permits**

### **8.6.1 Duration**

Unless revoked or otherwise modified, a construction permit will be effective for a period of one year or as determined by the District Engineer. The applicant will have 30 days to pay all applicable review and inspection fees, which payment date will be the permit issuance date. If the permit is not issued within the 30-day payment period, its issuance shall thereupon be cancelled. A signed notice of commencement for the permitted activity must be filed with the District within six months of the permit's issuance date or the permit shall thereupon automatically be terminated and a new permit application, as well as payment of new application and review fees, will be required. The notice of commencement should be sent to the District at least one week prior to the commencement of work.

Permittee may be granted an extension at the discretion of the District Engineer. Permit extension requests must be made in writing and submitted to the District office, prior to expiration of the permit. Once construction is complete, the permitted activity or work may be operated so long as it is consistent with the objectives of the District.

### **8.6.2 Modifications**

Applications to modify a permit may be made:

- By formal application and review using the same criteria as new applications, or
- By letter, provided the requested modification does not:
  - Substantially alter the permit authorization.
  - Further restrict or impair the management of the works of the District.
  - Increase the discharge or withdrawal of water to a work of the District.

### **8.6.3 Transfers**

Upon written notification to the District, and written approval issued by the District, a permit may be transferred. All terms and conditions of the permit shall be binding upon the transferee.

## **8.7 Limiting Conditions**

### **8.7.1 Board Action**

The Board may impose on any permit granted under this Section such reasonable conditions as are necessary to assure that the permitted activity will be consistent with the overall objectives of the District and will not be harmful to the works of the District.

### **8.7.2 Standard Conditions**

The Standard Conditions, as amended from time to time, shall be attached to all permits issued pursuant to this Section unless waived or modified by the Board. A specimen of such conditions is appended as **Exhibit B** and are subject to change

The permittee shall obtain all necessary Federal, State, local and regional authorizations prior to commencement of the activity or construction of any permitted work.

The permit does not convey any property right to the permittee, nor any rights and privileges other than those specified in the permit and these rules.

## **8.8 Emergency Permit Authorization**

### **8.8.1 Emergency Permit Conditions**

Permission to begin activities or construction of works prior to the issuance of a permit may be requested (in writing if practical) when emergency conditions are justified. A serious set of unforeseen or unforeseeable circumstances must exist to create an emergency. Mere carelessness or lack of planning on the part of the applicant shall not be sufficient grounds to warrant the granting of emergency authorization.

### **8.8.2 Authorization**

The Executive Director or District Engineer may grant emergency authorization at their discretion. This action will be reviewed by the Board of Supervisors at the next regular meeting.

## **8.9 Remedial and Emergency Measures**

### **8.9.1 Permitted Work**

In the event that construction, alternation, operation, or maintenance of works of the District require the alteration, repair or removal of any permitted work or activity, the District shall immediately notify the permittee. The permittee shall have sixty (60) days to alter, repair or remove the permitted work or activity.

### **8.9.2 Unpermitted Work**

Unpermitted works or activities, or permitted works or activity, which have deteriorated to the degree that they are unsafe, a hazard, an impediment to maintenance operations, or impair works of District, shall be removed, repaired, or terminated to the satisfaction of the District within thirty (30) days of receipt of written notice by the affected party.

### **8.9.3 Emergency Actions**

Unpermitted works or activities, or permitted works or activities, are subject to immediate alteration, repair, or removal if an emergency condition exists and the continued exercise of the permitted use might endanger lives or property.

### **8.9.4 Permittee Default**

If the permittee fails to remove, alter, or repair a permitted work or activity when so ordered by the District, the District may repair, alter, or remove it at the permittee's expense, collectable with interest at the highest lawful rate commencing thirty (30) days from written demand made by the District.

## **8.10 Non-Compliance**

### **8.10.1 Unpermitted Activities**

A landowner shall be considered non-compliant if they connect with, place structures in or across, or otherwise make use of, works of the District without a permit. The District may use any remedy available to it under **Chapter 298, Florida Statutes**, and these rules to cause the unpermitted use to be removed or permitted.

### **8.10.2 Permit Compliance**

It shall be prohibited for any permitted use to violate the provisions of **Chapter 298, Florida Statutes**, of the terms and conditions of a permit. The District may use any remedy available to it under **Chapter 298, Florida Statutes**, to cause the permitted use to be removed or brought into compliance with **Chapter 298, Florida Statutes**, and this Section.

### **8.10.3 Damage to District Works**

Damage to works of the District resulting from the violations specified above shall be repaired by the violator to the satisfaction of the District. In lieu of making the repairs, the violator may deposit with the District a sufficient sum to ensure such repair.

## **8.11 Permit Application Procedure**

### **8.11.1 General**

Procedures for permit applications shall be in accordance with **Chapter 298, Florida Statutes**, and the provisions of this Section.

### **8.11.2 Permit Submittal**

Application for permit shall be:

- Filed with the District; and
- Accompanied by the appropriate fee in accordance with the schedule of fees, as established by the Board and set forth in **Appendix F-1**. The failure of any person to pay the required fee(s) shall be grounds for non-acceptance for review of the permit application.

### **8.11.3 Permit Completeness**

Within thirty (30) days after receipt of an application, the District shall notify the applicant if the application is incomplete and inform the applicant of the additional information required to make the application complete. If additional information is not supplied within ninety (90) days after notice by the District, the application will be denied for lack of completeness. If the application is still incomplete after additional information is provided, the District shall notify the applicant within 30 days, who shall have an additional thirty (30) days to render the application complete or be denied for lack of completeness. An extension of time may be granted by the District upon showing by the applicant that a good faith effort is being made to provide the additional information and that additional time is required. Denial of an application for lack of completeness is without prejudice to the applicant's right to file a new application on the same subject matter.

### **8.11.4 Staff Recommendation**

The District shall notify the applicant of the date on which the application is declared complete. Within a reasonable time thereafter and no later than 90 days, the District Staff shall formulate its recommendation for approval or disapproval of the subject application. The District Staff shall further formulate its advice to the District regarding the potential for impact of the proposed application upon third parties and specify the form of notice to be extended such parties. Notice may include publication in a newspaper having general circulation as defined in Chapter 50, **Florida Statutes**.

### **8.11.5 Board Consideration**

Upon review of the permit application, a determination will be made if the application requires Board consideration. If such a determination is made, the Board shall consider the permit application at its next available meeting following the notice of proposed action. The permit applicant and other interested parties may appear before the Board to present informal argument in favor of or against the proposed action.

### **8.11.6 Suspension, Revocation, or Modification of District Permits**

#### **8.11.6.1 Conditions for Action**

The District may suspend or revoke a permit, in whole or in part, when it determines that the permittee or his agent has:

- Submitted false or inaccurate information on an application or operational report.
- Violated **Chapter 298, Florida Statutes**, the rules promulgated thereunder, or any other provision of Florida law related to the operations of the District.
- Violated a condition of the permit.
- Failed to allow inspection of the permitted work during and/or following construction.

The District may revoke a permit or modify its terms and conditions when it determines that such action is necessary to protect the public health, safety, and welfare, prevent a public or private nuisance, or when the continued utilization of the permit becomes inconsistent with the objectives of the District. In such



instances, due consideration shall be given to the extent to which the permittee has detrimentally relied upon the permit.

#### **8.11.6.2 Notice to Permittee**

The Executive Director shall initiate proceedings to suspend, revoke or modify a permit or other authorization by serving a Notice of Intention upon the permittee by certified mail or by service of process, which shall state the nature of the intended action, and those findings of fact and conclusions of law which support the action.

The permittee may request an opportunity to be heard before a regularly scheduled meeting of the Board of Supervisors.

#### **8.11.6.3 Emergency Action**

In the case of an emergency, the President may enter an order which suspends or revokes a permit, in whole or in part, or modifies the terms and conditions of the permit.

The permittee shall take whatever actions necessary to cause immediate compliance with the Emergency Order and shall have the right to be heard at a regularly scheduled meeting of the Board of Supervisors.

### **8.11.7 Permit Approval**

If approved, an invoice for permitting/inspection fees will be emailed or mailed to the Engineer of Record and/or the Permittee. Upon receipt of payment the District will execute the Permit and a copy will be emailed or mailed to the Engineer of Record and/or Permittee.

### **8.11.8 Inspection/Usage**

The Permittee is required to notify the District or the District Engineer at least 48 hours prior to the start of construction so that the permitted activities can be monitored. Notification procedures are detailed within the issued permit general conditions. When the permittee considers the permitted activity complete, the permittee shall notify the District and schedule an on-site inspection which shall be held with a representative of the permittee and the District.

### **8.11.9 Permit Closeout Documents**

Upon completion of the permitted activity and after its final inspection and acceptance by the District, the permittee shall provide to the District official PDF documents of each of the Engineer's Certification of Completion (signed and sealed), final "Record Drawings" (signed and sealed), and one electronic copy of the "Record Drawings" in AutoCAD 2000 or newer format. The Engineer's signature and seal shall meet the Florida Board of Professional Engineer's latest requirements for electronic signature. Failure to provide the final documentation may result in the revocation, cancellation, and termination of the permit. Upon approval and acceptance of the Record Drawings by the District Engineer the permittee will be issued a permit close out letter.

## **8.12 Emergency Orders**

An emergency exists when immediate action is necessary to protect public health, safety, or welfare; the health of animals, fish, or aquatic life; the works of the District; a public water supply or recreational, commercial, industrial, agricultural, or other reasonable uses of land and water resources.

Whenever an emergency exists, the Executive Director shall issue an emergency order, which shall describe the conditions which are causing the emergency, and the type of corrective action necessary to minimize or abate the emergency conditions. The order shall be delivered by service of process or by personal delivery by an agent of the District to the person, or the agent of the person responsible for causing or contributing to the emergency conditions.

The person or his agent shall take whatever action necessary to cause immediate compliance with the terms of the emergency order but shall have the right to be heard at a regularly scheduled meeting of the Board of Supervisors.

## **8.13 Legal Fees**

All legal fees incurred by the District in connection with the project being permitted will be invoiced in conjunction with review fees.

## 9 Procurement Policy

### 9.1 Intent and Purpose

Procurement is regulated by this policy, the District's enabling legislation, and applicable state laws. The District shall encourage fair and open competition on all purchases. This policy covers all contracts for the purchase of commodities and services. Where procurement policies are governed by statute, the policy incorporates the procedures in the law by reference. This eliminates the need to amend this policy every time the law is amended.

The Board of Supervisors ("Board") has delegated limited authority to procure commodities and services to the Executive Director ("Director"). Any procurement in excess of the authority of the Director shall be approved by the Board.

The District's contracted Attorney shall serve as legal counsel and provide legal services with respect to procurement matters.

### 9.2 Definitions

- 1) "Alternative solicitation methods" includes all solicitation methods other than an Invitation to Bid, Request for Proposal, and Request for Qualifications.
- 2) "Auditor" is defined as provided in **Section 218.31(15), Florida Statutes**, as it may be amended from time to time.
- 3) "Board" means the Members of the Board of Supervisors of the South Indian River Water Control District.
- 4) "Change Order" means a written document effectuating a change in the Contract Price, a change in the Contract Time or a material change in the Work, where the change in the Contract Time or material change in the Work causes the overall cost of the Contract to exceed the Contract Price.
- 5) "Cone of Silence" means a prohibition on communication regarding a particular Invitation to Bid, Request for Proposal, Request for Qualification, or any other competitive solicitation between any person or person's representative seeking an award from such competitive solicitation, and any Board member, Evaluation committee member, or District staff member, except as provided herein.
- 6) "Commodity" means any of the following: various supplies, materials, goods, merchandise, food, equipment, information technology (except for maintenance contracts), vehicles, motor vehicles and other personal property.
- 7) "Contractor" means a person who contracts to sell commodities or contractual services to the District.
- 8) "Director" means the Executive Director, or his or her designee by written designation, provided that the designee must be an employee of the District.
- 9) "Electronic posting" or "electronically post" means the posting of solicitations, agency decisions or intended decisions, or other matters relating to procurement on a centralized Internet website designated by the District for this purpose.
- 10) "Evaluation Committee" means a committee appointed by the Executive Director and composed of at least three members, including but not limited to, the Director or the Director's designee, and two members appointed by the Director.

- 11) "Exempt meetings" means Evaluation Committee meetings or Board meetings, or portions thereof, in which respondents to competitive solicitations make presentations or answer questions, or at which negotiation strategies are discussed, that are exempt from the requirements of Florida Sunshine Law.
- 12) "Interested Party" means any bidder or proposer with legal standing that is affected adversely by District's decision concerning a solicitation or contract award.
- 13) "Invitation to bid" or "ITB" means a written solicitation for sealed competitive bids.
- 14) "Professional Services" means services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping as defined by the laws of the state. For the purposes of the District Procurement Policy, as set forth herein, the term "professional services" also includes services within the scope of the practice of law, accounting, and auditor services.
- 15) "Proposer" means any person or entity that responds to a competitive solicitation issued by the District.
- 16) "Protest" means a written objection to the terms and conditions or technical specifications of a solicitation or the contract award.
- 17) "Protest Period" means the three (3) business days following the date of the posting of the Notice of Intent to Award on District's website, the date of the issuance of Solicitation Documents or any addendum thereto. A "business day" means normal business hours of 9 a.m. to 5 p.m. local time.
- 18) "Renewal" means contracting with the same contractor, under the same terms, for an additional contract period after the initial contract period.
- 19) "Request for Proposals" or "RFP" means a written solicitation for competitive sealed proposals when it is not practicable for the District to specifically define the scope of work for which the commodity, group of commodities, or contractual service is required and when the District is requesting that a responsible vendor propose a commodity, group of commodities, or contractual service to meet the specifications of the solicitation.
- 20) "Request for Qualifications" or "RFQ" means a written solicitation for statements of qualification based on a respondent's qualifications and experience for a prescribed scope of services.
- 21) "Responsible" means that a vendor has the present capability in all respects to fully perform the contract requirements, the integrity, and the reliability, that will assure good faith performance. Evidence of responsibility will include without limitation, the vendor's history of past performance, the vendor's complaint history, the vendor's history of litigation related to the provision of services, the number of years the vendor has been in the business of performing the service, and the technical and financial resources available to the vendor to perform the work.
- 22) "Responsive" means a response to a solicitation that conforms in all material respects to the solicitation.
- 23) "Services" means the furnishing of labor, time, or effort performed by a contractor for the District as an independent contractor, including maintenance, construction, manual, clerical, or professional services.

- 24) "Solicitation Documents" mean all the documents used to solicit Bids or proposals, including, but not limited to, the general terms and conditions, special terms and conditions, scope of work and technical specifications of a solicitation and all addenda.
- 25) "Unsolicited Proposal" means a written application for a new or innovative idea submitted to the District on the initiative of the offeror for the purpose of obtaining a contract with the District and is not in response to a request for proposal.

### **9.3 Executive Director Purchasing Authority**

The Director has the authority to carry out all executive procurement functions including but not limited to the following: development of competitive solicitation materials; advertisement of solicitations; cancellation or postponement of competitive solicitations; evaluation of responses to competitive solicitations when consistent with the procedures herein; determination whether responses are responsible and responsive; establishment of guidelines for determining the ability to cure part or all of solicitation response deficiencies and any applicable remedy; establishment of guidelines for alternative solicitation methods; determination of sole source procurements; negotiation of contracts, where negotiation is called for herein; administration of contracts; extension of contracts where the contract provides for unilateral extension by the District upon written notice; and all other procurement functions reasonably necessary to effectuate the provisions in this Procurement Policy.

### **9.4 Purchasing Categories and Purchasing Authority**

Purchasing categories with the following thresholds are hereby created. The Board may adjust the amounts of the categories from time to time. Purchases shall not be artificially divided to reduce a solicitation to a lesser or no bid requirement.

#### **9.4.1 Category One**

Purchases in this category have a total value that is less than or equal to \$25,000, including renewal periods. Category One purchases shall be approved by the Director or his or her designee, and carried out using good purchasing practices, which may include, but shall not be limited to, quotations or written records of telephone quotations.

#### **9.4.2 Category Two**

Purchases in this category have a total value that is greater than \$25,001 and less than or equal to \$65,000, including renewal periods. Category Two purchases shall be approved by the Director. Unless exempt from competitive solicitation under **Section 9.6**, Category Two purchases shall be carried out by using a Request for Quotations, in which District staff shall endeavor to obtain two or more written or verbal quotations. Should verbal quotations be received, the name and address of the company, the amount quoted, and the date the quote was received shall be made part of the written record of the purchase. If after reasonable effort only one quotation is received, the purchase may be made provided the Director determines that the amount quoted is fair and reasonable.

#### **9.4.3 Category Three**

Purchases in this category have a total value that is greater than \$65,000, including renewal periods. Category Three purchases shall be carried out by using a formal competitive solicitation method as set forth in **Section 9.5**. Category three purchases shall be approved by the Board.

## 9.5 Formal Competitive Solicitation Methods

Unless exempt from competitive selection under **Section 9.6**, all Category Three purchases shall be procured by using one of the methods described in this section.

### 9.5.1 Invitation to Bid

- 1) An Invitation to Bid shall be used when the District is capable of specifically defining the scope of work for which a service is required or when the District can establish precise specifications defining the actual commodity or group of commodities required. Bids shall be evaluated on the basis of the lowest price.
- 2) Publication requirements. The District shall publicly advertise an Invitation to Bid in a newspaper of general circulation in the county or counties within which the District is located, and/or using an electronic bidding service or website no less than twenty- eight (28) calendar days. The Invitation to Bid shall include a detailed description of the commodities or services sought, the time and date for the submittal of sealed bids, the time and date of the public opening of submitted sealed bids, all contractual terms and conditions applicable to the contractual services sought, and the criteria, which shall include, but need not be limited to, price, to be used in determining acceptability of the bid. The public notice shall also include a reference to the dispute resolution provisions set forth in **Section 9.7**.
- 3) Opening of bids. The opening of the sealed bids shall be conducted at a public meeting in compliance with the Sunshine law. Bids shall be opened by an employee or staff member of the District and witnessed by at least one other employee or staff member of the District on the date and location specified in the Invitation to Bid. The bids received shall be recorded.
- 4) Determination of responsiveness and bidder responsibility. Before awarding the contract, the Director or his or her designee shall make a determination that the bid conforms in all material respects to the ITB and that the proposed contractor is responsible and the price quoted is reasonable. A bid shall be rejected if the bidder i) imposes conditions that modify the requirements of the ITB, or ii) qualifies the price as being "subject to the price in effect at the time of delivery."
- 5) Withdrawal of bid. Any bidder may withdraw its bid upon written request at any time prior to the opening of the bid. No bid may be withdrawn for at least one hundred and eighty (180) days following bid opening.
- 6) Award of bid: After the Director determines the responsible and responsive vendor who submits the lowest responsive bid, he or she shall post a Notice of Intent to Award the contract. The Board shall formally award the contract at the next scheduled Board meeting.
- 7) Cancellation or rejection of bids. The Director may cancel any Invitation to Bid prior to or after the opening of bids upon a determination that it is in the best interest of the District.

## 9.5.2 Request for Proposals

- 1) A Request for Proposals (RFP) shall be used when an Invitation to Bid is not practicable. It is used when the District can specifically define the purpose and the use of the commodity or service being sought and identify necessary deliverables. The RFP does not require that the proposals be evaluated solely on the basis of the lowest price.
- 2) Publication requirements. The District shall publicly advertise a Request for Proposals ("RFP") in a newspaper of general circulation in the county within which the District is located, and/or using an electronic bidding service or website no less than twenty-eight (28) calendar days prior to the date for receipt of proposals. The request shall include a detailed description of the commodities or services sought, the time and date for the submittal of proposals, all contractual terms and conditions applicable to the contractual services sought, and the evaluation criteria to be used in determining acceptability of the proposal, which shall include, but not be limited to, price. The public notice shall also include a reference to the disputed resolution provisions set forth in **Section 9.7**.
- 3) Determining of responsiveness and proposer responsibility. Before the responses are evaluated by the Evaluation committee, the Director or his or her designee shall make a determination that the proposal conforms in all material respects to the RFP and that the proposed contractor is responsible, and the price quoted is reasonable.
- 4) Evaluation of proposals. All proposals received shall be evaluated at a public meeting in compliance with the Sunshine law by an Evaluation committee comprised of at least three members selected by the Director. The Evaluation committee may request presentations from the firms when a presentation will give the Committee an opportunity to determine the qualifications of the proposers and the technical requirements of the proposals. Such presentations are exempt from Sunshine law requirements but shall be recorded. The requirements for presentations will be the same for each firm. Negotiations shall not be permitted at any time during the presentations. The Committee members, after discussion or presentations, shall assign numerical score for each proposal based on the evaluation criteria, and then rank the firms based on the average of the scores from all committee members.
- 5) Award of contract. The Evaluation committee shall post a Notice of Intent to Award the contract with a recommendation that the Board award the contract to the highest ranked proposer. The Board may make the final determination of award based on the evaluation committee's recommendation or may request oral presentations from the proposers before making the award to the proposer most advantageous to the District.
- 6) Withdrawal of proposals. Any proposer may withdraw its proposal upon written request at any time prior to the deadline to receive proposals. No proposal may be withdrawn for at least one hundred and eighty (180) days following the deadline to receive proposals.
- 7) Cancellation or rejection of proposals. The Director may cancel any Request for Proposals prior to or after the deadline for proposals upon a determination that it is in the best interest of the District.

### 9.5.3 Request for Qualifications (RFQ)

- 1) A Request for Qualifications shall be used to obtain services where the District wishes to select a Contractor based on its professional skill and knowledge. A Request for Qualifications may not be used to procure goods but may be used to procure services including those Professional Services as described in 9.6.1.1. The RFQ responses shall not be evaluated based on price.
- 2) Procedure. The District shall publicly advertise a Request for Qualifications ("RFQ") in a newspaper of general circulation in the county within which the District is located, and/or using an electronic bidding service or website no less than twenty-eight (28) calendar days prior to the date for receipt of proposals. The request shall include a detailed description of the services sought and the qualifications required, the time and date for the submittal of a proposal/statement of qualifications, all contractual terms and conditions applicable to the professional services sought, and the evaluation criteria to be used in determining acceptability of the proposal/statement of qualifications, which may include approach to the project, ability to furnish the services required, professional personnel, whether a firm is a certified minority business enterprise, past performance, willingness to meet time and budget requirements, location, and current and/or projected work load of the firm. The evaluation criteria shall not include price. The public notice shall also include a reference to the disputed resolution provisions set forth in **Section 9.7**.
- 3) Determining of responsiveness and proposer responsibility. Before the responses are evaluated by the Evaluation committee, the Director or his or her designee shall make a determination that the proposal conforms in all material respects to the RFQ and that the proposed contractor is responsible.
- 4) Evaluation of Qualifications. All proposals received shall be evaluated at a public meeting in compliance with the Sunshine law by an Evaluation committee comprised of at least three members selected by the Director. The Evaluation committee may request presentations from the firms when a presentation will give the Committee an opportunity to determine the qualifications of the proposers and the technical requirements of the proposals. Such presentations are exempt from Sunshine law requirements. The requirements for presentations will be the same for each firm. Negotiations shall not be permitted at any time during the presentations. The Committee members, after discussion or presentations, shall assign numerical score for each proposal based on the evaluation criteria, and then rank not less than three qualified firms based on the average of the scores from all Committee members. If less than three firms submit a proposal/statement of qualifications, the Committee may rank as many firms deemed qualified. The Evaluation committee will then submit the rankings to the Director. The Director or his designee will then recommend to the Board that competitive negotiations be instituted with the firms selected. The Board shall exercise its independent authority in accepting the Director's recommendations in whole or in part or may request oral presentations from the firms.
- 5) Competitive Negotiation. After the Board authorizes competitive negotiations, the Director or his designee shall begin contract negotiations for the subject project with the designated firms in order of rank for fair, competitive and reasonable compensation. Should negotiations with the firm determined to be the most qualified prove unsuccessful, negotiations with that firm will be formally terminated and negotiations shall begin with the next most qualified firm on the list. Failing an accord with the



second most qualified firm, the District must terminate negotiations with that firm and shall then begin negotiations with the third most qualified firm. If a satisfactory agreement is not reached with any of the top three ranked firms, additional responding firms shall be ranked and listed in the order of their competence and qualifications. Negotiations shall then continue beginning with the first named firm on the second list until an agreement is reached. The District will maintain an accurate record of the discussions held with each firm.

- 6) Award of contract. At the successful conclusion of the negotiations, the Director posts a Notice of Intent to Award the contract and will present the contract to the Board for approval at its next scheduled meeting.
- 7) Any firm may withdraw its proposal upon written request at any time prior to the deadline to receive proposals. No proposal may be withdrawn for at least one hundred and eighty (180) days following the deadline to receive proposals.

#### **9.5.4 Other methods**

The Director may develop and implement procedures for other methods of formal competitive solicitation including but not limited to Invitation to Negotiation, Construction Director at Risk, Progressive Design Build, and qualified vendor lists.

### **9.6 Alternative Solicitation Methods**

Except as otherwise provided, the following purchases are exempt from the competitive solicitation methods described in **Sections 9.4** and **9.5**.

#### **9.6.1 Professional Services**

##### **9.6.1.1 Architecture, Professional Engineering, Landscape Architecture, or Registered Surveying and Mapping**

The District shall procure professional services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping using a Request for Qualifications as described in **Section 9.5.3** and shall comply with the requirements of the "Consultants' Competitive Negotiation Act", F.S. § 287.055, as may be amended from time to time.

##### **9.6.1.2 Auditing Services**

The District shall procure auditing services pursuant to the requirements of F.S. § 218.391, as it may be amended from time to time.

##### **9.6.1.3 Other Professional Services**

Except as otherwise provided for in Florida law, contracts for professional services, including legal services, accounting services, and appraisal services may be made and entered into without using the competitive solicitation methods described in 9.4 and 9.5. Any contracts for professional services that fall within Category Three shall be negotiated by the Director and submitted to the Board for approval.

### **9.6.2 Sole Source Procurements**

Notwithstanding any other provision in the District Procurement Policy, as stated herein, the District may acquire commodities or services without using the competitive solicitation methods described in 9.4 and 9.5 when the Manger determines in writing that the commodity or service is available from only one source. In such a case, the Director shall file a statement certifying the conditions and circumstances requiring the purchase, describing the purpose and need of the purchase, and explaining why the proposed contractor is the only contractor that can provide the commodity or service.

After making the determination that the commodity or service is available from one source, the Director shall enter into negotiations with the single source vendor or contractor to obtain the best price for the District. Single source procurements that fall within Category Three shall be approved by the Board.

### **9.6.3 Emergency procurements**

Notwithstanding any other provision in the policy, the Director may make emergency procurements without using the competitive solicitation methods described in 9.4 and 9.5 when he or she determines in writing that an immediate danger to public health, safety or welfare, or other substantial loss to the District requires emergency action. However, such emergency purchase shall be made using the competitive solicitation methods described in 9.4 and 9.5 when it is practicable under the circumstances. The Director shall file with the Board a statement certifying the conditions and circumstances requiring an emergency purchase of commodities or services The statement, the contract or purchase order, and any other documents relating to the emergency action shall be submitted to the Board at its next regularly scheduled meeting.

### **9.6.4 Purchasing Through Other Governmental Entity Contracts**

- 1) Notwithstanding any other provision in the District Procurement Policy, as stated herein, the District may purchase services and/or commodities where the goods or services are the subject of a contract with any of the following government entities provided that the form of the contract is acceptable to District counsel:
  - a) The U.S. General Services Administration (“GSA”), Schedule 70;
  - b) The State of Florida
  - c) Associations affiliated with the State of Florida (such as the Florida Sheriffs’ Association and the Florida Fire Chiefs’ Association)
  - d) Other special districts, municipalities, or counties in Florida where such contracts have been procured pursuant to competitive solicitation methods.
- 2) Utilization of other government entities' contracts shall only be permitted during the term of the other governmental entity's contract.
- 3) If the District desires to utilize another governmental entity's contract, the District shall enter into a contract with the vendor and shall require the vendor to certify that the price or rate represents the lowest price or rate for the commodities and/or services of any contract between the vendor and any other governmental entity within the State.
- 4) All purchases that fall within category three shall be approved by the Board.

- 5) This method shall not be used to purchase commodities and/or services governed by the thresholds and processes required under F.S. § 287.055 (“Completive Consultant’s Negotiation Act” or “CCNA”), F.S. § 255.20 (construction or improvement of public buildings), or F.S. § 218.291 (auditor services).

### **9.6.5 Unsolicited Proposals**

If the District receives an Unsolicited Proposal, the District shall follow the procedures set forth in **Section 255.065, Florida Statutes**, as it may be amended from time to time.

## **9.7 Protest and Dispute Resolution**

The District provides Interested Parties with the opportunity for an administrative review of a written protest and strives to resolve any protest expeditiously at the Director’s level to the maximum extent possible.

### **9.7.1 Filing a Protest**

An Interested Party may file a protest regarding the District’s award of a contract in response to a competitive solicitation or the District’s publication of solicitation documents, including addenda, by filing with District a written Notice of Protest within three (3) business days from the date the Notice of Intent to Award the contract or the solicitation document at issue is posted on the District website, excluding Saturdays, Sundays and legal holidays observed by the District. ***Failure to file a Notice of Protest within the provided timeframes, for any reason whatsoever, shall constitute a complete and absolute waiver of protest rights.***

An Interested Party shall file a formal written protest within ten (10) business days of filing a Notice of Protest. In order to be considered, the Protest must contain: (i) the Interested Party’s name, address, telephone number, email address, and taxpayer identification number; (ii) identification of the contract award or solicitation document at issue, (iii) a complete and concise statement of the grounds for the protest, supported by relevant documents; (iv) identification of all persons with information germane to the Protest; (v) a chronology of efforts made to resolve the matter prior to filing the Protest; and (vi) a statement of the relief requested. ***Failure to file a formal written protest within the provided timeframes, for any reason whatsoever, shall constitute a complete and absolute waiver of protest rights.***

The Notices of Protest and the formal written protest shall be filed with the Director and/or his or her designee. The Notice of Protest and formal written protest must be received at the address shown in the Solicitation documents, during normal office hours of 9:00 a.m. to 5:00 p.m. local time. A protest is not timely filed unless both the Notice of Protest and the formal protest are received by the District within the prescribed time limits. Failure to file a protest within the time prescribed by this Section shall constitute a complete waiver of all claims.

### **9.7.2 Stay of Award**

The Director shall determine whether the District will proceed with Contract award pending a decision on the formal written protest. The District has no obligation, however, to suspend

an award or performance of the contract in the event of a protest. Notice that a contract award has been stayed shall be posted on the District website.

The Director shall review the written protest and provide the Interested Party with a decision in writing within (7) days. The decision of the Director shall be final and conclusive unless, the Interested Party submits a written request to the Director requesting the Board to review of the decision within seven (7) business days from the date the Director issues his or her decision. The Board shall review the Director's decision at the next scheduled Board meeting. The decision of the Board shall be final and conclusive.

#### **9.7.4 Remedies**

If Director or the Board determines that a Protest is valid, the Director, at his or her sole discretion, may: (i) issue a new or amended solicitation; (ii) award the contract or recommend that the Board award the contract, if the contract amount exceeds the Director's approval authority; (iii) terminate or suspend performance of the contract that is the subject of the protest; or (iv) take any other action permitted by law to promote compliance with District policies and applicable law.

#### **9.7.5 Informal Resolution of a Protest**

The Director may, at his or her sole discretion, agree to meet with the Interested Party who has filed a Notice of Protest to attempt to resolve the matter.

If the subject of a protest is not resolved by mutual agreement within seven business days of receipt of the formal written protest, excluding Saturdays, Sundays and legal holidays observed by the District, the Director shall notify the Interested Party in writing that he or she has not resolved this issue. The Director shall proceed to review the written protest and provide the Interested Party with a decision in writing within (7) days after notice has been provided to the Interested Party.

### **9.8 Other**

#### **9.8.1 Cone of Silence**

- 1) Any communication between any potential vendor, service provider, bidder, lobbyist or consultant and any Board Member, District staff member, and/or Evaluation committee member regarding this procurement are strictly prohibited from the date on which the solicitation advertisement appears in a newspaper or electronic website through the date of contract award and from the date of the filing of any notice of protest of award through resolution for the parties involved in the protest or contract award, whichever is longer.
- 2) The only exceptions to this are: (i) any communications with the District's designed point of contact for the solicitations; (ii) any communications made on the record at a publicly noticed meeting of the District, or (iii) negotiation meetings held by the Director.
- 3) It may be determined that other contracts such as sole source procurements may include a cone of silence provision and if so, the cone of silence language may be modified for that specific procurement.
- 4) Any violation of the Cone of Silence requirements shall constitute grounds for immediate and permanent disqualification of the offending contractor. At the Director's

sole discretion, it may also serve as grounds for the voiding of any contract with the contractor and/or to make a determination in the future that the contractor is not responsible.

### **9.8.2 Public Records**

Sealed bids, proposals, statements of qualifications and other responses received by the District in response to a competitive solicitation are temporarily exempt from public records disclosure pursuant to F.S. § 119.071, until such time as the agency provides notice of intent to award the contract or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

If the District rejects all bids, proposals, or responses submitted in response to a competitive solicitation and the District concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt public records disclosure pursuant to F.S. § 119.071 until such time as the District provides notice of an intended decision concerning the reissued competitive solicitation or until the District withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial District notice rejecting all bids, proposals, or replies.

### **9.8.3 Reservation of Rights**

The District reserves the right to reject any and all bids, proposals or offers to furnish services and/or commodities submitted pursuant to **Section 9.5** and **Section 9.6**. The District shall indicate this reservation in all solicitations. If the District finds it ITB or RFP file and the bidders/proposers shall be notified. The District may then republish the ITB or RFP, with any appropriate modifications at the direction of the Board. Any interested contractor will have the opportunity to submit or resubmit its bid or proposal to the District for consideration.

### **9.8.4 Waiver of Competitive Selection Requirements**

The Board may waive the competitive selection requirements of this policy for a procurement in any instance if the Board finds that the waiver is in the District's best interest. In such an instance, the Board shall state its findings as to why the waiver is in the District's best interest. A waiver of the competitive selection requirements of this policy does not constitute a waiver of competitive selection requirements for commodities and/or services governed by F.S. § 287.055 ("Competitive Consultant's Negotiation Act" or "CCNA"), or F.S. § 218.291 (auditor services).

### **9.8.5 Award Procedures in the Event of Default**

If the District is unable to contract with the selected bidder or proposer, the District may attempt to contract with the second ranked bidder/proposer under the ITB or RFP. If the District fails to contract with the second ranked bidder/proposer, it may attempt to contract with the next ranked bidder/proposer until a bidder willing to perform at acceptable conditions under the ITB or RFP conditions is found. In the alternative, the District may elect to rebid or to award the contract pursuant to provisions of **Section 9.5**.

### **9.8.6 Conflicts of Interest**

In any procurement which falls within Category Three, the individuals taking part in the development of selection criteria for evaluation, the evaluation process, or the award process shall attest in writing that they are independent of, and have no conflict of interest in, the entities evaluated and selected. The attestation shall be placed in the District files.

### **9.8.7 Contract Amendments and Change Orders**

The Manger shall have the authority to approve contract modifications, change orders and contract price adjustments that do not cause the contract cumulative total dollar value to exceed \$65,000.00. Any modification, change order, or price adjustment to a contract which would cause the contract's cumulative total dollar value to exceed \$65,000.00 shall be approved by the Board.

# Appendix A-1

## Review and Revision of Policies and Procedures Manual Record

This page will include an overview of any reviews and revisions of this manual.

- 1) Full manual revision February 15, 2024

# Appendix B-1



## South Indian River Water Control District™

Established 1923 • A Florida Special District  
15600 Jupiter Farms Road • Jupiter, Florida 33478-9399 • (561) 747-0550 • Fax (561) 747-9182  
<https://www.sirwcd.org> • [sirwcd@sirwcd.org](mailto:sirwcd@sirwcd.org)

### Margaret Berman Memorial Park Rules

- Park open sunrise to sunset
- Trespassing after hours will be prosecuted
- Parking in approved spaces only
- No parking on the grass or in street/swale areas
- No smoking and no alcoholic beverages allowed
- This is a drug-free park
- Pets must be on leash no longer than 6 feet at all times
- Pet owners are responsible for pet waste cleanup and removal
- No garbage receptacles are provided – pack in and pack out
- Please remove all waste materials when you leave
- \$1000 fine for littering in park
- Report suspicious activity to Palm Beach County Sheriff's Office 561-688-3400 or 911 for emergencies
- Park is owned by the South Indian River Water Control District



# Appendix B-2



## South Indian River Water Control District™

Established 1923 • A Florida Special District  
15600 Jupiter Farms Road • Jupiter, Florida 33478-9399 • (561) 747-0550 • Fax (561) 747-9182  
<https://www.sirwcd.org> • [sirwcd@sirwcd.org](mailto:sirwcd@sirwcd.org)

### Margaret Berman Memorial Park • Park & Pavilion Usage Request

Organization Name (If applicable.) \_\_\_\_\_  
(Proof of Insurance or Certificate of Insurance required.)

Person Responsible \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Daytime Phone \_\_\_\_\_ Evening Phone \_\_\_\_\_

E-mail \_\_\_\_\_ Purpose of Use \_\_\_\_\_

Date Requested \_\_\_\_\_ Hours \_\_\_\_\_

Approximate Number Attending \_\_\_\_\_ Will vendors be used (circle)? Yes No

(Vendors who supply activities or services must provide proof of Commercial General Liability insurance with limits not less than \$1,000,000 per occurrence, combined single limit of liability for both property damage and bodily injury including death. A Certificate of Insurance listing the South Indian River Water Control District as an additional insured is required from each vendor and must be supplied by the Person Responsible to the District Office no later than five [5] days before the event date.)

As sponsor of this event, I hereby agree to follow the rules posted at the Park. I understand that the Park is a carry-in/carry-out facility and that all litter and debris must be removed on the same day. I agree to leave the Park in at least as good a condition as it was prior to the event. I acknowledge that other members of the public are permitted to have access to the Park during the hours the event is being held.

I agree that I am liable to the South Indian River Water Control District (the District) for any damage that occurs during the event.

I also understand that the District will not be liable for any claims for injury or damages resulting from or arising out of the use of the Park facilities during the event. I agree to indemnify the District and hold it harmless against any and all such claims, damages, losses, and expenses, including reasonable attorney's fees, as a result of the event. This provision is intended by the parties to be broadly interpreted so as to accomplish the goal of relieving the District from any cost or liability associated with the event.

Signed \_\_\_\_\_ Date \_\_\_\_\_  
(Person Responsible)

Acknowledged \_\_\_\_\_ Date \_\_\_\_\_  
(District Executive Director)

# Appendix C-1

## Procedures for the Election of Supervisors to the Board of the South Indian River Water Control District

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The Board of Supervisors of South Indian River Water Control District has adopted the following procedural standards as the rules and guidelines for the implementation of the election of supervisors.

## **Guidelines for Official Ballot and Notice**

### **Board of Supervisors**

For landowners who are interested in running for a Supervisor position, a Notice will be published in a local newspaper in May or June of each year, notifying landowners of the time period in which to request his or her name on the Official Ballot for the Election of Supervisors for the District. All candidates must sign the **Oath of Candidate**, which states they will resign from office within 30 days if their residency changes and causes the District's Board of Supervisors to no longer be in compliance with **Chapter 2001-313, Laws of Florida**. A copy of the **Oath of Candidate** form is shown as **Appendix C-3**.

### **Notice To Landowners**

The notice to landowners of the District shall be mailed in August and set forth the time and place of the Annual Landowners Meeting, which is the third Thursday in September. Additionally, the landowner shall be provided with an official ballot and with basic information pertinent to the election of Supervisors, such as:

- Instructions for voting
- Names of announced candidates with optional biographical information

This notice shall be mailed to each owner of land in the District as described in the current Palm Beach County property records. Provisions shall be made for providing official ballots to bona fide landowners who fail to receive this mailing. Additionally, this notice shall specifically encourage the early return mailing of ballots to facilitate a timely and orderly processing by the Palm Beach County Supervisor of Elections.

### **Official Ballot**

*Only official ballots may be used.* The official ballot shall be printed in card form suitable for direct return mailing with the return mailing address to the Palm Beach County Supervisor of Elections imprinted on the reverse side.

### **Supplemental and Replacement Ballots**

Supplemental and replacement ballots will be provided to bona fide landowners who failed to receive their ballots in the mailing distribution. The process by which supplemental ballots shall be provided will require the affected landowner to request a replacement ballot through the District office and provide proof of ownership. The Office Administrator shall record the particulars for all replacement ballots distributed including the name and address of the individual receiving the ballot, the appropriate proof of land ownership and when the property was acquired.

Requests for replacement ballots shall be checked against the property roll used in the mailing to determine:

- If the request indicates new ownership
- If the request indicates a change of address or name
- If the request indicates a clerical or handling problem

## Instructions

The instructions accompanying the ballot shall clearly explain that it is the only recognized instrument that may be used for casting a vote in this election. Additionally, landowners shall be encouraged to return their ballot early in order to facilitate the counting and recording process being conducted by the Palm Beach County Supervisor of Elections.

The instructions shall also request that the recipient of this mailing check a box signifying that the landowner no longer owns the property, if applicable, and return the card.

## Election Schedule

### Calendar of Events

The overall election process and schedule of associated tasks is shown in the following table:

Process and Tasks	Schedule
Coordination with Property Appraisers Office	First week of June
Preparation of mailing list	Second week of June
Advertisement placed for Candidate Registration	Third Monday in June
Registration period for Candidates who wish to include name on ballot	Three weeks
Send approved (by Attorney and Board) copy of mailing envelopes, Notice to Landowners and Candidate Biographies to printer	Monday following Candidate Registration cut-off date
Preparation of ballot and approval of proof by Attorney and Board. (Ballot is printed by mailing company.)	By Wednesday following Candidate Registration cut-off date
Printing period and delivery to mailing company	Approximately two weeks
Final preparation of materials to be mailed	Approximately three weeks
Ballots mailed	2nd or 3rd Friday of August
Review with Supervisor of Elections	(Generally) After receipt of proof of ballot mailing
Mailing period	Approximately 4 weeks
Annual Landowners Meeting	Third Thursday of September
Ballots transferred to Supervisor of Elections	Within five days of Annual Meeting
Supervisor of Elections announcing results and certification	After counting and recording completed
Period of Contestation	Seven days after the election
Board Ratification of results	First Board Meeting after Supervisor of Elections certification
Elected Supervisors take office	First Board Meeting after Supervisor of Elections certification

## Task Responsibilities

The specific assignment of responsibilities for each of the tasks shown in the schedule are identified in the following "Task Responsibility" table.

<b>Task Assignments</b>	<b>Responsibility</b>
Coordination with the Palm Beach County Property Appraiser's Office	Treasurer
Preparation of Ballot/Proxy Format Instructions Notice to Landowners and for Candidate Registration	Office Administrator Attorney
Registration Period for Candidates Who Wish To Have Their Name on Ballot	Office Administrator
Review with the Palm Beach County Supervisor of Elections	Attorney
Registration Cutoff Date	Office Administrator Attorney
Order Property Identification Labels	Treasurer
Final Preparation of Material to be Printed and Mailed	Office Administrator
Publication of Notice to Landowners of Annual Meeting	Office Administrator Attorney
Annual Landowners Meeting	Board
Palm Beach County Supervisor of Elections Counting and Recording Results	Supervisor of Elections
Palm Beach County Supervisor of Elections Announces Results	Supervisor of Elections
Period of Contestation	Attorney
Board Ratification of Election Results	Board
Elected Supervisors Take Office	N/A

## Elections Rules

- 1) The landowners of record within this District may vote in this election. Guardians may represent their wards, executors and administrators may represent estates of deceased persons, and private corporations may be represented by their officers or duly authorized agents.
- 2) Landowners requesting replacement ballots must provide proof of land ownership. If the landowner in question appears on the listing of the official county tax roll being used for this election, along with proper personal identification, he shall be considered to have valid proof of ownership. However, if the individual does not appear on the tax roll, he will be required to show a properly recorded deed.
- 3) When duplicate votes are cast for the same acreage these ballots shall be considered questionable and held in abeyance pending final disposition. Such cases shall be checked against the official property roll and also the District record of replacement ballots issued.
- 4) Only the official ballot will be considered valid.
- 5) Ballots need not be notarized.
- 6) Ballots shall be signed by the owner of the land being voted. If a ballot is not signed, it is not valid and will not be counted.

- 7) When land is jointly owned, only one of the joint owners need sign the ballot.
- 8) When land is owned by a corporation, an officer or duly authorized agent of the corporation shall sign the ballot. Notation of corporate officer or resolution of authority is not mandatory.
- 9) Where the individual or entity appearing as owner on a ballot is in conflict with the ownership indicated on the property roll, it will be held in abeyance.
- 10) Where a ballot is left blank as to the acreage, the acreage from the tax roll shall supersede the indicated acreage.
- 11) An undated ballot will be counted.
- 12) Personal proxies shall be held in abeyance for review by the Board.
- 13) In the case of a contest after this election, the Board will decide how and what votes are to be counted based upon the best available evidence presented.

## **Appendix C-2**

### **South Indian River Water Control District Agreement with Palm Beach County Supervisor of Elections**

**Section 3.(2) of Chapter 2001-313 Laws of Florida** mandate that the Supervisor of Elections tabulate and report District election results in cooperation with the District. The agreement automatically renews each year.

Shown on the following pages are the Agreement signed in 2010 and a Sample Notice of Annual Election letter to the Supervisor of Elections.

**AGREEMENT FOR VOTE PROCESSING AND ELECTIONS SERVICES BY AND  
BETWEEN THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS OFFICE AND  
SOUTH INDIAN RIVER WATER CONTROL DISTRICT**

**THIS AGREEMENT**, is made and entered into this 29 day of March, 2010, by and between the Palm Beach County Supervisor of Elections Office, an elected county officer pursuant to Article VIII, Sec. 1 (d) of the Florida Constitution, hereinafter referred to as the "SOE" and the South Indian River Water Control District, organized in accordance with the laws of the State of Florida, hereinafter referred to as the "Special District."

**WHEREAS**, the SOE and the Special District desire to work together to provide for Special District elections and to allocate certain responsibilities and expenses between the two parties to ensure that the provisions of the law are followed during Special District elections, and,

**WHEREAS**, the SOE and the Special District wish to enter into this Agreement to set out the terms of this coordinated program.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises hereinafter contained to be kept and performed by the parties hereto, and for the mutual benefit of the Special District, its constituents and the SOE, it is agreed as follows:

**1. PURPOSE**

The purpose of this Agreement is to set forth the terms and conditions under which services will be provided by the SOE and staff to the Special District for special district elections and to set forth the responsibilities of both parties so that there is a clear understanding of the rights and responsibilities of all parties.

**2. DATE OF SPECIAL DISTRICT ELECTION**

The date of South Indian River Water Control District election is the third Thursday in September, in 2010 the date is September 16. Any additional special elections, referendum elections or any other applicable activities involving the SOE shall require at least a 30 day notice in advance to the SOE and acknowledgement by the SOE that they are able to schedule the election on the SOE calendar.

**3. CONDUCT OF ELECTION**

For each election, referendum election or any other applicable activities involving the SOE, a letter from the Special District's legal counsel will be required which outlines and directs the Conduct of Election/Activity to the SOE. Responsibilities of the Special District and the SOE must be outlined. The letter shall also state the authority granted to the Special District which provides for the election.



#### **4. MAPS OF TERRITORIES AND DISTRICTS**

The SOE will require that each Special District provide an electronic file, in a form compatible with SOE software, of all territories and/or districts as applicable or verify and ensure the SOE has current map copies on file. The SOE will require at least 90 days notification in advance of any district and/or boundary changes to the Special District.

#### **5. BALLOT DISSEMINATION**

If the Special District is responsible for the layout and dissemination of ballots to their constituents, the SOE will require certification from the Special District as to the method of ensuring constituent rolls and how the ballots were disseminated. Certification shall be provided to the SOE prior to the Special District election, along with a copy of the ballot. If ballots are to be returned by mail and mailed to the SOE, the envelope containing the ballot mailed to the SOE or the Special District shall be distinctly marked "Ballot Enclosed" in addition to inclusion of the name of the Special District on the envelope. This will ensure mail is appropriately handled once it reaches the office of the SOE.

#### **6. FEES AND CHARGES TO BE PAID BY THE SPECIAL DISTRICT**

The SOE hereby agrees not to charge the Special Districts for taxpayer purchased equipment and supplies; (i.e. voting machines, tables, chairs, etc.) and associated maintenance and contract fees related to such equipment. All other costs and expenses incurred by the SOE during the conduct of the Special District's election, referendum election or any other applicable activities involving the SOE, shall be billed to the Special District in detail and paid by the Special District within 30 days of billing receipt. Only expenses incurred outside of the constitutional duties of the SOE that do not benefit/effect persons living outside of the Special District shall be required to be paid by the Special District, so as not to incur Special District election expenses to the entire tax base of Palm Beach County.

#### **7. ANNOUNCEMENTS/ADVERTISEMENT OF ELECTIONS**

Each Special District shall be solely responsible for legal notices, including the Notice of Election to their voters/landowners as required by law. If the Special District election is held in conjunction with a county, state, and/or federal election, the SOE may, by written agreement, combine the Special District's legal notice with one required for other elections. The Special District will be responsible for only the actual expense related to the Special District of such legal notification.

#### **8. ELECTION CERTIFICATION**

As soon as practicable after the final determination of the Special District's election, the SOE shall provide the Special District with an official Certification of Election. Such certification shall be kept by the Special District and provided as a public record for the Special District's constituents and any other interested parties.

**9. BALLOT/RECORDS STORAGE**

Within ten (10) days after the Certification of the Special District’s election, the Special District shall be required to retrieve all ballots and records associated with the election from the SOE at a time and location agreed upon by the Special District and the SOE. If the Special District’s election was held in conjunction with county, state or federal elections with the Special District election included on that ballot, the SOE shall retain and store ballots, as per state law requirements.

**10. RECORDS REVIEW AND OTHER RELATED SERVICES**

If the SOE retains records and/or ballots for a Special District which are available for public review, the SOE shall coordinate requests received electronically, by telephone and in person for such review and the Special District shall reimburse the SOE for actual expenses related to locating and providing review of such records. The Special District shall be responsible for all media, constituent and public information requests regarding the district, the election process and other related Special District information. If any other services are required of the SOE by the Special District, they shall be fully outlined in the Conduct of Election/Activity and agreed to by both the Special District and the SOE. The Special District shall reimburse the SOE for actual expenses related to such services.

**11. TERM**

This Agreement shall begin on the effective date and continue for a term of one year. It shall automatically be renewed in accordance with the same terms and conditions as set forth herein and may be modified by mutual written agreement of the parties.

**12. CHANGE IN LAW**

In the event any change in law abrogates or modifies any provisions or applications of this Agreement, the parties hereto agree to enter into good faith negotiations and use their best efforts to reach a mutually acceptable modification of this Agreement.

**13. NOTICES**

Any formal notices affecting the provisions of this Agreement may be delivered in person or be sent by facsimile, registered mail, or by a recognized overnight courier such as FedEx, to the individual designated below, until such time as either party furnishes the other party written instructions to contact another individual.

SOE:  
Supervisor of Elections  
240 S. Military Trail  
West Palm Beach, FL 33415

Special District:  
South Indian River Water Control District  
15600 Jupiter Farms Road  
Jupiter, FL 33478  
Attention: General Manager

**14. SEVERABILITY**

If any clause, section, or provision of this Agreement shall be declared to be unconstitutional, invalid or unenforceable for any cause or reason, or is abrogated or negated by a change in law, the same shall be eliminated from this Agreement, and the remaining portion of this Agreement shall be in full force and effect and be valid as if such invalid portions thereof had not been incorporated herein.

**15. INDEMNITY**

Each party to this agreement shall be liable for its own actions and negligence. To the extent permitted by law, the Special District shall indemnify, defend and hold harmless SOE against any actions, claims and/or damages arising out of the Special District's negligence in connection with its performance under this Agreement; and the SOE shall indemnify, defend and hold harmless the Special District against any actions, claims and/or damages arising out of the negligence of the office of the SOE in connection with its performance under this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth at Sec. 768.28, Florida Statutes. These provisions shall not be construed to constitute agreement by either party to indemnify the other for such other's negligent, willful or intentional acts or omissions. Notwithstanding the above, the Special District shall defend legal challenges relating to its special district election and shall be fully responsible for all legal costs for such defense of the Special District and the SOE. The Special District shall be responsible for damages, if any, assessed by virtue of such a lawsuit, up to the monetary limits provided for in state law without recourse to the SOE.

**IN WITNESS WHEREOF**, the parties hereto have entered into this Agreement effective January 1, 2010.

As to the SOE:

WITNESSES:

Rachel A. West  
Rachel A. West

SUPERVISOR OF ELECTIONS  
PALM BEACH COUNTY

Susan Bucher  
Susan Bucher

Date: 3/29/10

As to the SPECIAL DISTRICT:

ATTEST:

Gale English  
Gale English, General Manager

SOUTH INDIAN RIVER  
WATER CONTROL DISTRICT

Thomas H. Powell  
Thomas H. Powell, President, Board of Supervisors

Date: 3/18/10

August 2, 2021

**Via Electronic Mail**

# SAMPLE

Ms. Wendy Sartory Link  
Supervisor of Elections  
240 South Military Trail  
West Palm Beach, FL 33415

**Re: South Indian River Water Control District Election of Supervisors**

Dear Ms. Link:

On behalf of the South Indian River Water Control District ("SIRWCD"), and pursuant to the Agreement for Vote Processing and Election Services by and between the Palm Beach County Supervisor of Elections Office and SIRWCD ("Agreement"), please accept this letter as notice that the annual election of District Supervisors is scheduled to conclude on September 16, 2021, at the Annual Landowners' Meeting.

The election of Supervisors is conducted on a one acre/one vote basis pursuant to the provisions of **Sections 298.11 and 298.12, Florida Statutes**, and Section 3 of the District's Special Act. Landowners owning less than one assessable acre in the aggregate shall be entitled to one vote. Landowners with more than one assessable acre are entitled to one additional vote for any fraction of an acre greater than 1/2 acre, when all of the landowner's acreage has been totaled. Owners whose assessments have not been paid for the previous year are not entitled to vote. If a parcel has been conveyed to a new landowner subsequent to the time staff has obtained the information from the Palm Beach County Property Appraiser's office, the new landowner is entitled to vote that parcel's acreage so long as proof of ownership has been submitted. The ballot mailing process and conduct of the election is described below.

There are two Supervisor seats up for election this year. Per SIRWCD's Special Act, one of the two seats to be filled must be a landowner residing within the boundaries of the District. I have attached the ballot form, and the Notice of the Landowners' Meeting and Election. Two candidates, both of whom currently serve on the Board, submitted their request to be a nominee in time to be published on the ballot. However, nominations will be accepted during the Landowners' Meeting in September, per the District's regulations.

District staff has compiled ownership information for all real property within SIRWCD's boundaries from the Property Appraiser's office. This information will be used to prepare the envelopes containing the ballots and the Notice of Election, which will be mailed to qualified landowners. The envelope will be conspicuously marked "Ballot Enclosed," and each ballot will be labeled with the parcel control number and landowner information. The return envelope is addressed to the SIRWCD District Office, care of the Secretary of the District. Finally, the Notice of Election includes conspicuous language directing questions about the ballot to the District Office and not to the Supervisor of Elections.

The address information with the Notices and ballots has been provided to The Bureau, a company with whom SIRWCD contracts to perform the actual mailing of ballots. Once received, SIRWCD shall provide your office with a copy of the certification from the Bureau ensuring that the ballots were properly and timely mailed to the landowners along with a copy of the final ballot. The ballots will be mailed to landowners on or about August 13, 2021. Landowners have until the close of business on September 16,

2021, to return the ballots to the District Secretary, otherwise they may be delivered to the District at the Landowners' Meeting.

Ballots received will be kept in a secured, locked facility under the control of the District Secretary and her designees. Upon completion of the election and Landowners' Meeting, our office shall ensure the ballots are securely delivered to your office. Once your office completes the ballot tabulation, and following the conclusion of any appeal period, you may return the ballots to SIRWCD for our retention.

We greatly appreciate the cooperation of you and your staff in this process. If you have any questions or concerns about this or any other issue, please do not hesitate to contact me.

Sincerely,

Seth C. Behn, Esq.

Enclosures

c: Thomas Powell, President, SIRWCD Board of Supervisors (Via Email)  
Michael Dillon, Executive Director (Via Email)  
William G. Capko, Esquire

# Appendix C-3

## South Indian River Water Control District Oath of Candidacy

I, \_\_\_\_\_  
(Please Print Name as You Wish it to Appear on The Ballot)

am a candidate for the office of Supervisor of the South Indian River Water Control District (the "District").  
I hereby affirm that I am a landowner of the District and a resident of Palm Beach County.

Furthermore, I affirm that I reside: (Please check one)

- within the District and East of the C-18 Canal
- within the District and West of the C-18 Canal
- outside of the District

If elected, I agree that I shall notify the District office and resign my office within thirty (30) days if my residency changes while I am in office so that I no longer reside as stated above and thereby cause the composition of the District's Board of Supervisors to no longer comply with **Chapter 2001-313**, Laws of Florida.

---

<b>Signature of Candidate</b>	<b>Telephone Number</b>	<b>Email Address</b>
-------------------------------	-------------------------	----------------------

---

<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>
----------------	-------------	--------------	-----------------

State of Florida  
County of \_\_\_\_\_

**Sworn to (or affirmed) and subscribed before me this** \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ .

Person Known: \_\_\_\_\_ or \_\_\_\_\_

**Signature of Notary Public**  
Print, Type, or Stamp Commissioned Name of  
Notary Public

Produced Identification: \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_

# Appendix C-4

## South Indian River Water Control District Oath of Office

I, [Name of Supervisor], do solemnly swear that I will and faithfully discharge the duties of the office of Supervisor of South Indian River Water Control District in accordance with **Chapter 298, Florida Statutes**, and the laws of the United States of America and the State of Florida, so help me God.

\_\_\_\_\_  
[Name of Supervisor]

State of Florida  
County of Palm Beach

**Before Me**, the undersigned authority, this day personally appeared [Name of Supervisor], personally known to me or who presented \_\_\_\_\_ as identification, and who executed the foregoing Oath of Office, and who acknowledged to me that he executed the same for the purposes therein expressed.

**Witness** my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
[Type Name]

Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

# Appendix D-1

## South Indian River Water Control District

### Sample Request for Addition of Private Roads to Assessment Rolls for Roadway Maintenance

Board of Supervisors  
South Indian River  
Water Control District  
15600 Jupiter Farms Road  
Jupiter, FL 33478

From: Name of Landowner \_\_\_\_\_

Lot Number \_\_\_\_\_

Tax I.D. # \_\_\_\_\_

Dear Supervisors

We, the undersigned, hereby petition South Indian River Water Control District to instruct the District Engineer to provide a conceptual plan and an estimate of the cost for bringing the roadway into compliance with District Standards. We understand that we will be assessed for the cost of this estimate.

We further understand that the conceptual plan along with the cost estimate will be presented to the landowners who will benefit by the roadway maintenance/improvements, and they will be asked by referendum or further petition, whether they want their particular road maintained by the District at their expense via assessment rolls.

Since \_\_\_\_\_ is a private road which belongs to the property owners, we agree to allow the District access to the road in order to accomplish the maintenance.

Therefore, we petition the District to develop a conceptual plan for the maintenance of our road as set forth above.

Dated: \_\_\_\_\_

(Signature of Landowner)



## **Appendix D-2**

### **South Indian River Water Control District Sample Petition to Request Enhanced Stabilization**

The following two pages are sample documents for requesting Enhanced Stabilization on District roadways.





# Appendix E-1

## South Indian River Water Control District

(District)

15600 Jupiter Farms Road, Jupiter, FL 33478 • (561) 747-0550

### Application for Connection to or Use of District Facilities\*

#### Landowner/Applicant/Engineer Information

##### Owner/Permitee

\_\_\_\_\_  
Name

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Company

\_\_\_\_\_  
E-Mail

\_\_\_\_\_  
Mailing Address,

\_\_\_\_\_  
City, State and Zip

\_\_\_\_\_  
Project Address (if not mailing address),

\_\_\_\_\_  
City, State and Zip

**Project Description:** \_\_\_\_\_

**Project Description** (Example – Connect 36" RCP outfall to South Indian River Water Control District Drainage Canal)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### Proposed Connection or Use: (Check appropriate box)

- Culvert connection to District canal for irrigation or gravity drainage
- Pump connection to District canal for irrigation or pumped drainage
- Installation of culvert or water control structure in District canal for crossing or water control
- Overhead or underground utility crossing of District rights-of-way/easements
- Other (specify): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

#### Location:

Section: \_\_\_\_\_ Township: \_\_\_\_\_ Range: \_\_\_\_\_

Canal No: \_\_\_\_\_ GPS: \_\_\_\_\_

Area Served: \_\_\_\_\_ Acres: \_\_\_\_\_

**Construction Schedule:**

Estimated commencement date: \_\_\_\_\_

Estimated completion date: \_\_\_\_\_

**Special Conditions:**

**ACKNOWLEDGMENT AND ACCEPTANCE:**

I hereby certify that the information shown above is accurate to the best of my knowledge, and that I am obligated to satisfy all Standard Provisions and Special Conditions imposed by the District:

Landowner's Signature: \_\_\_\_\_

Landowner's Name (type or print): \_\_\_\_\_

Date: \_\_\_\_\_

**If Applicant is not the Owner:**

I hereby certify to the statement above and also that I am authorized by the Landowner to act as his agent in obligating him, his successors and assigns in this matter:

Signature: \_\_\_\_\_

Name (type or print): \_\_\_\_\_

Title or Position: \_\_\_\_\_

Date: \_\_\_\_\_

---

**Application Approved and Permit Issued:**

By: \_\_\_\_\_  
South Indian River Water Control District

Date of Approval: \_\_\_\_\_

Permit Expiration Date: \_\_\_\_\_

\*This Application will become a Permit if and when approved and signed by an authorized representative.

# Appendix E-2

## South Indian River Water Control District

("District")

15600 Jupiter Farms Road, Jupiter, FL 33478 • (561) 747-0550

### Application for Connection to or Use of District Facilities

#### Standard Provisions For Application/Permit No. \_\_\_\_\_

If this Application for a Permit is approved, I do acknowledge, understand, and agree that:

- 1) I hereby indemnify and hold the District harmless from claims for property damage or personal injury arising from the installation or use of the permitted facility, and that this indemnification extends to damage to the facility itself that may occur from district operation and maintenance work.
- 2) If this Application/Permit is for a drainage connection, then drainage discharge from the area served shall not exceed the volumetric equivalent of 2.5 inches of depth over the area for any 24-hour period.
- 3) Approval of this application does not relieve the Permittee from securing any and all other permits that may be required by other entities or governmental agencies, including, but not limited to, the South Florida Water Management District, the Florida Department of Environmental Protection, and Palm Beach County.
- 4) The Applicant, his agents and contractors, shall conduct the work in a manner that will not impair the use, or potential use, of the District right-of-way and facilities. In no case shall drainage canals or appurtenant works be obstructed or restricted.
- 5) The use of, or construction within, the District's right-of-way shall conform to the details of the attached approved drawings supporting this application. If modifications are desired, those modifications must be approved by the District in writing, prior to construction.
- 6) If a permit is granted, I shall notify the District at the beginning and completion of the work, enabling the coordination and scheduling of inspections.
- 7) All installations shall be clearly marked with a post of contrasting colors to identify the location and extent of the permitted installation.
- 8) Within fifteen (15) days of completion of the work, I shall submit a statement to the District certifying that the work was performed in accordance with the permit and the approved drawings. If the work deviates from the permit or approved drawings, the certification shall state the nature and extent of those deviations.
- 9) I accept total responsibility for any erosion of, or shoaling in, the District's right-of-way or canals that results from the permitted work, and I shall repair or remove same promptly, at no expense to the District.
- 10) During and after construction, I shall prevent material from the construction area from being discharged to, or settling in, District canals.
- 11) If a permit is issued for a hydraulic connection of my property with a District canal, I shall not discharge hyacinths or other aquatic vegetation into the District canal.

- 12) Unless authorized by permit, I shall neither place, construct, or plant, nor cause to be placed, constructed, or planted, any object or improvement within the District right-of-way without the express written prior approval of the District.
- 13) If required in the interests of the District's operation and maintenance program, or by any modifications to the District's Standard Provisions, I agree to alter, replace, relocate or remove the permitted facilities at no cost to the District, all as is more fully set forth by adopted **District Policies and Procedures**.
- 14) The lands to be benefited by this application are, or may be, subject to flooding during periods of high water resulting from heavy rains or other acts of God, and the permit will be accepted subject to this possibility, which is recognized not to be within the control of the District.
- 15) Any other requirements that may be imposed by the District are binding upon me, my successors, and assigns.
- 16) Any permit issued as an approval of this application shall not be transferable from the applicant/permittee to a subsequent owner or owners of all, or a portion of, the subject property without the express, written approval of the District.

**National Pollutant Discharge Elimination System (NPDES) Conditions**

- 1) If the Permitted Activity requires obtaining an NPDES Permit, then the Permittee shall be required to provide a copy of the NPDES Permit Coverage to South Indian River Water Control District prior to commencement of the subject Permitted Activity. A Stormwater Pollution Prevention Plan shall be prepared as required by the Florida Department of Environmental Protection permit and shall be available for review at the site.
- 2) The Permittee shall be required to: (a) implement a maintenance program for the Permitted Activities, (b) carry out an annual inspection of the Permitted Activities.
- 3) If any act of negligence, omission or commission by the Permittee or third-party operator should adversely affect the District's obligations under South Indian River Water Control District NPDES Permit, then the Permittee within forty-eight hours following receipt of written notice by the District of such act shall promptly cease or rectify same otherwise this Permit shall be immediately suspended until such time as reinstated by the District in writing.
- 4) If, following receipt of a written notice from South Indian River Water Control District or a written notice of violation from Palm Beach County of the above NPDES Conditions, the Permittee should fail to remedy same within ten business days from the date of receipt of said notice, the District shall have the right, but not the obligation, to initiate such remedial activity as the District deems necessary and appropriate. Any and all costs so incurred by the District shall be paid by the Permittee to South Indian River Water Control District within ten business days following receipt of a District invoice for same and if not paid, the District may thereafter revoke this Permit without further notice or hearing and proceed to take all such legal actions as it deems necessary and appropriate to collect from the Permittee such costs, including any attorney's fees or costs incurred in such collection activity.

**ACKNOWLEDGMENT AND ACCEPTANCE:**

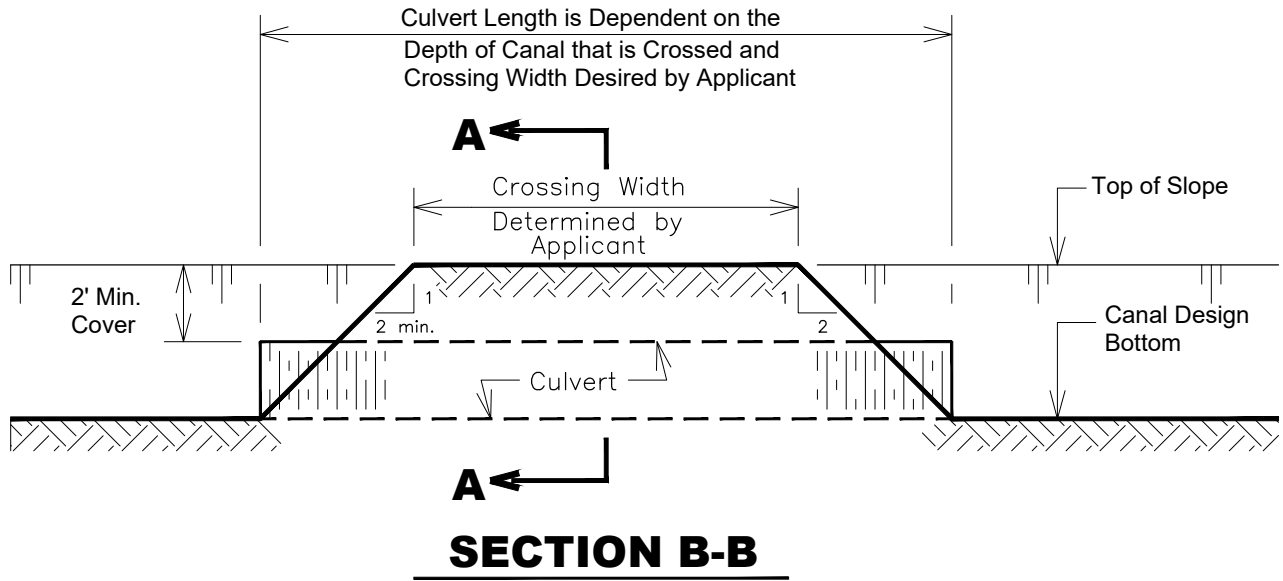
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **Appendix E-3**

### **South Indian River Water Control District Exhibits A-G**

Engineering Exhibits A-G are included on the following pages.

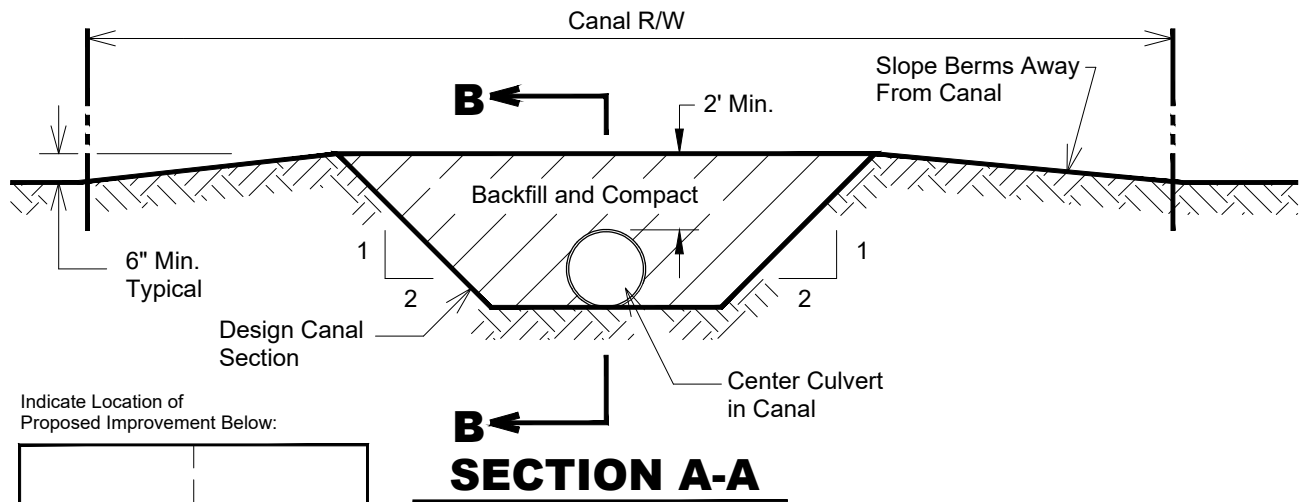




Not to Scale

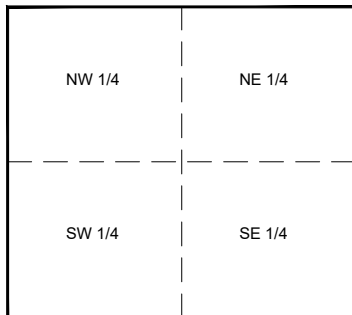
**NOTES:**

1. Concrete or sand-cement endwalls may be used to shorten the culvert length. All work shall be in accordance with Florida D.O.T. Specifications.
2. All disturbed slopes, berms and other areas shall be seeded, fertilized and mulched (or sodded) in accordance with Florida D.O.T. specifications within 14 days of the completed activity.
3. Drainage shall not be blocked or impaired at any time.
4. The applicant shall notify the SIRWCD office (561-747-0550) 24 hours prior to construction of the crossing.



Not to Scale

Indicate Location of Proposed Improvement Below:



SEC. \_\_\_\_, TWP. \_\_\_\_, RGE. \_\_\_\_.

**VICINITY PLAN**

**SOUTH INDIAN RIVER WATER CONTROL DISTRICT**

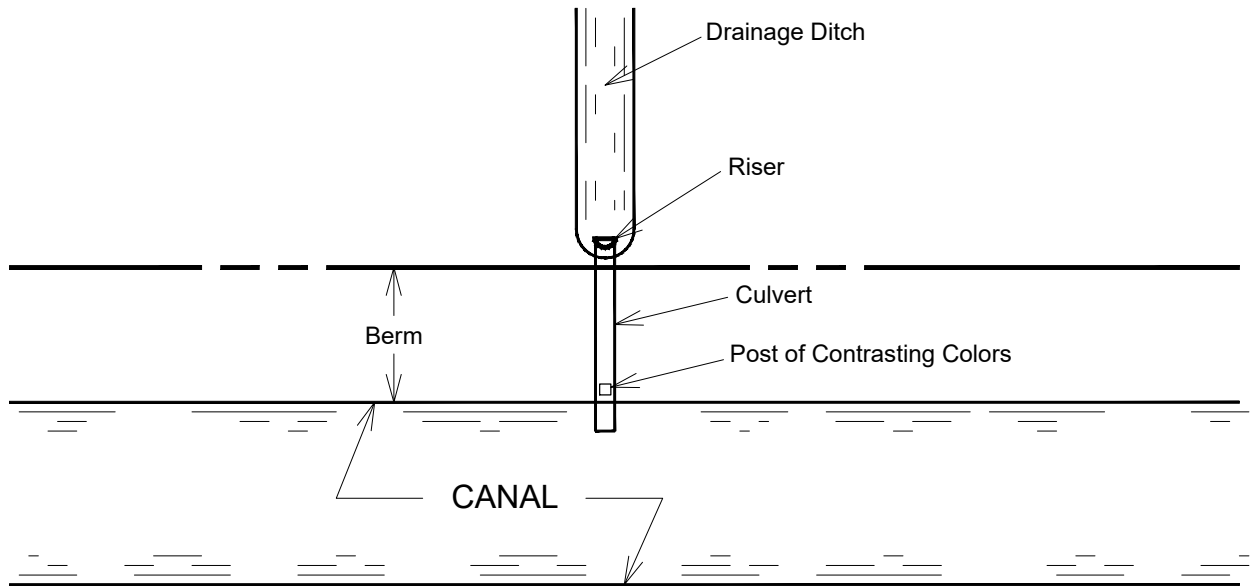
**CULVERTED CANAL CROSSING**

DATE:

APPLICATION NUMBER:

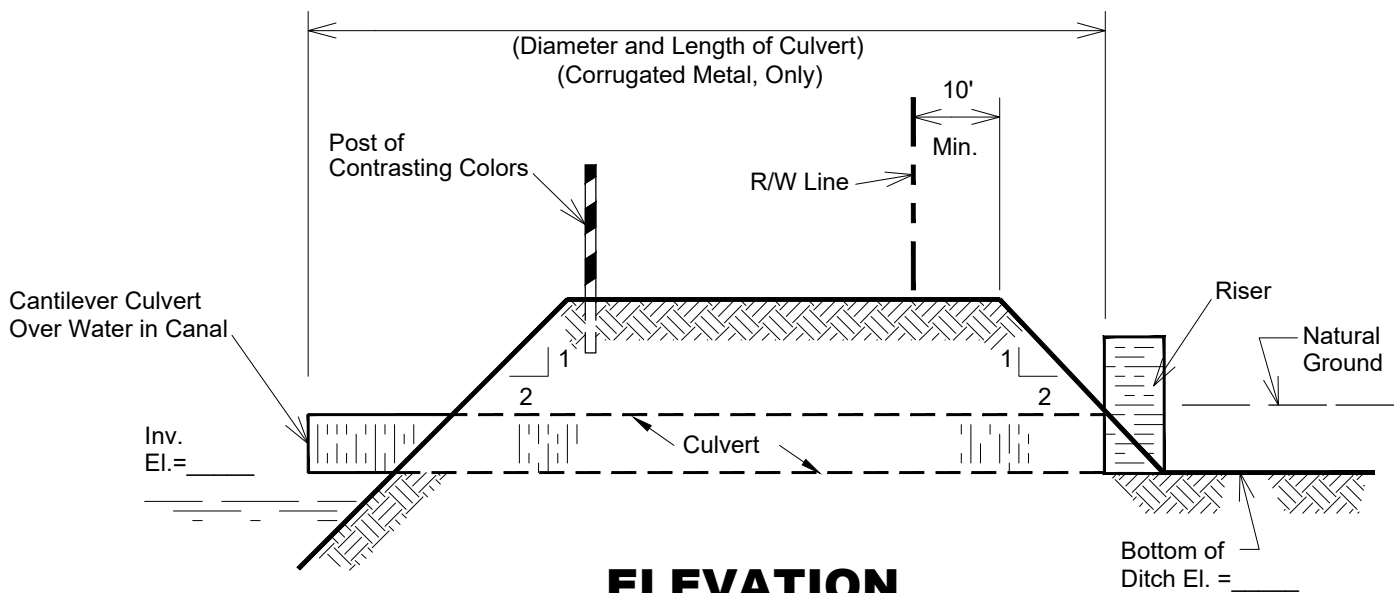
CANAL NO.:

APPLICANT:



### PLAN VIEW

Not to Scale

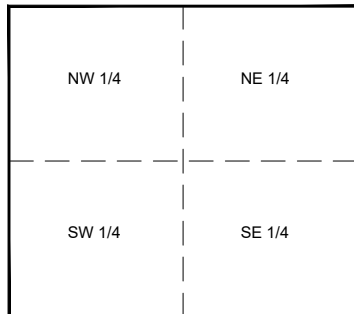


### ELEVATION

Not to Scale

NOTE:  
All elevations refer  
to N.A.V.D.

Indicate Location of  
Proposed Improvement Below:



SEC. \_\_\_\_, TWP. \_\_\_\_, RGE. \_\_\_\_.

#### VICINITY PLAN

DWG. NO. P:\770361\60193935 SIRWCD MAIN\  
400 TECHNICAL INFO\401 GENERAL\TECHNICAL  
INFORMATION\DETAILS\EXHIBIT B.DWG

## SOUTH INDIAN RIVER WATER CONTROL DISTRICT

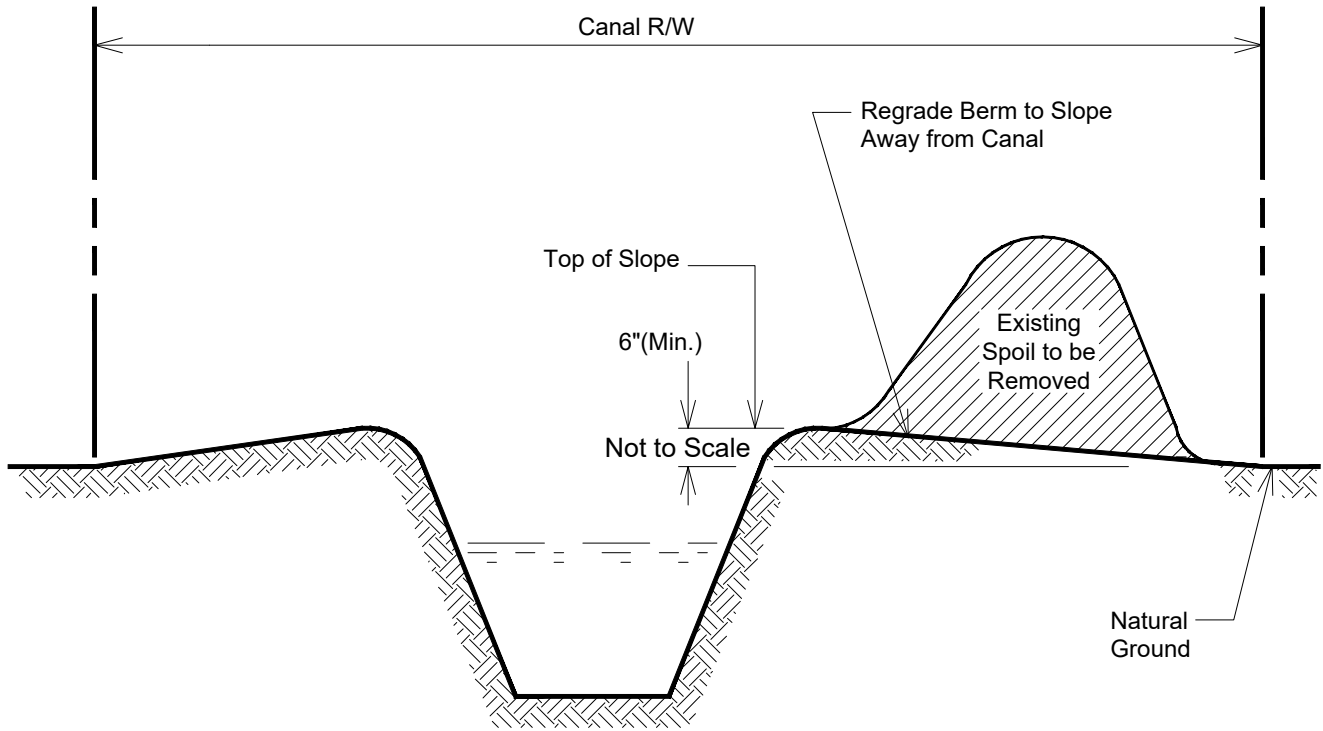
# GRAVITY DRAINAGE CONNECTION

DATE:

APPLICATION  
NUMBER :

CANAL NO.:

APPLICANT:



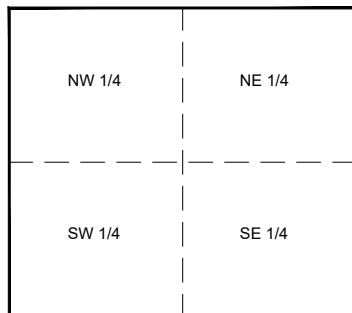
**NOTES:**

1. All disturbed areas shall be grassed in kind within 14 days of the completed activity.
2. Grade to blend the disturbed area with the areas on both sides.

**ELEVATION**

Not to Scale

Indicate Location of Proposed Improvement Below:



SEC. \_\_\_\_, TWP. \_\_\_\_, RGE. \_\_\_\_.

**VICINITY PLAN**

DWG. NO. P:\770361\60193935 SIRWCD MAIN\400 TECHNICAL INFO\401 GENERAL\TECHNICAL INFORMATION\DETAILS\EXHIBIT C.DWG

**SOUTH INDIAN RIVER WATER CONTROL DISTRICT**

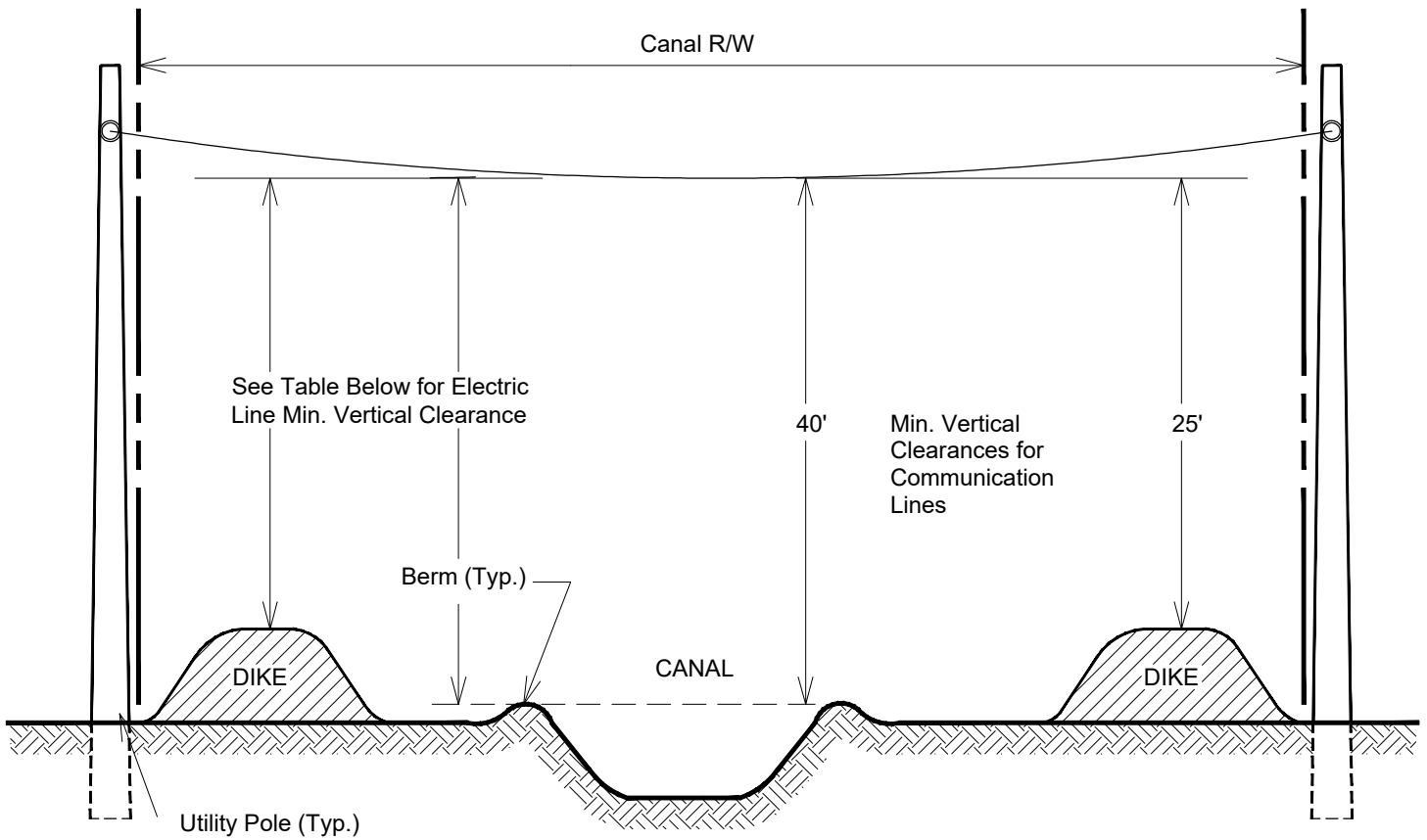
**RESTORATION OF CANAL BERMS**

DATE:

APPLICATION NUMBER :

CANAL NO.:

APPLICANT:



**ELEVATION**

Not to Scale

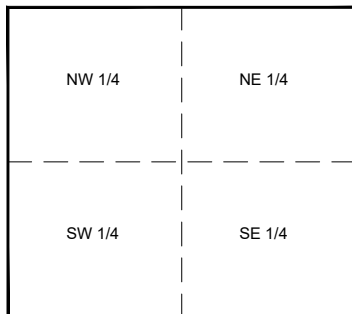
**TABLE OF ELECTRICAL VERTICAL CLEARANCES**

Crossing Over	Voltage Of Crossing Circuit						
	Phase To Phase	Guys (Grounded)	69kV	115kV	138kV	240kV	500kV
	Phase TO Ground		50kV & Under	67kV	80kV	138kV	289kV
Minimum Vertical Clearance From Berm		40'-0"	45'-0"	45'-8"	46'-2"	48'-0"	54'-0"
Minimum Vertical Clearance From Dike		20'-0"	20'-0"	25'-0"	25'-0"	25'-0"	35'-0"

**NOTES:**

1. Poles Shall Not Be Located Within Canal Right-Of-Way.
2. Clearances Shown Shall Be With Wires At Maximum Design Temperature And Final Sag.

Indicate Location of Proposed Improvement Below:

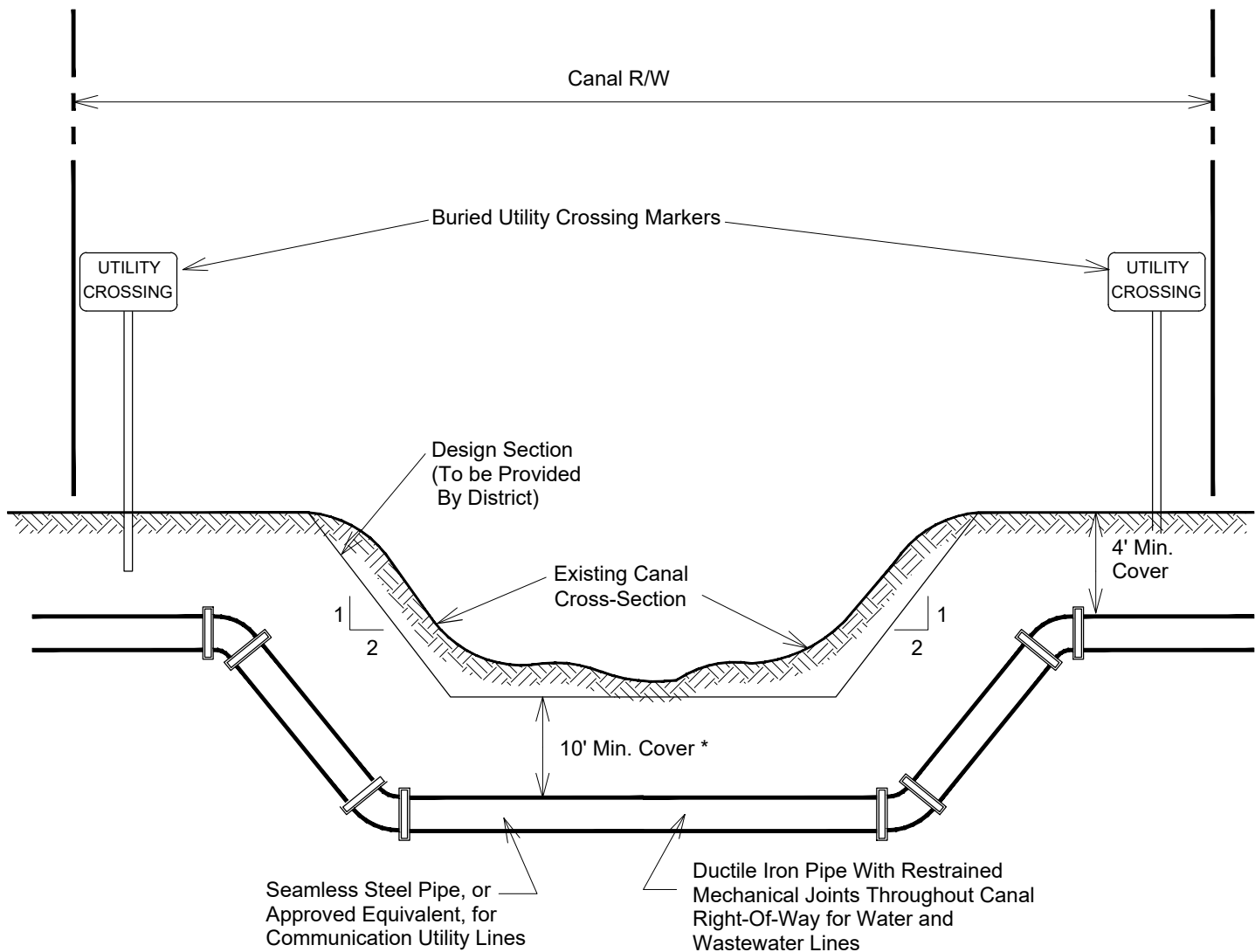


SEC. \_\_\_\_, TWP. \_\_\_\_, RGE. \_\_\_\_.

**VICINITY PLAN**

DWG. NO. P:\770361\60193935 SIRWCD MAIN\400 TECHNICAL INFO\401 GENERAL\TECHNICAL INFORMATION\DETAILS\EXHIBIT D.DWG

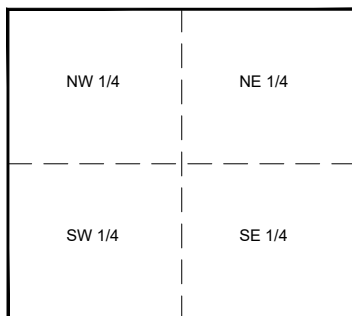
<b>SOUTH INDIAN RIVER WATER CONTROL DISTRICT</b>	
<b>OVERHEAD UTILITY CROSSING</b>	
DATE:	APPLICATION NUMBER :
CANAL NO.:	APPLICANT:



\* As Measured to the Top of Pipe or Top of easement, whichever is higher.

The use of other pipe materials may be approved by the District engineer.

Indicate Location of Proposed Improvement Below:



SEC. \_\_\_\_, TWP. \_\_\_\_, RGE. \_\_\_\_.

**VICINITY PLAN**

**ELEVATION**

Not to Scale

**SOUTH INDIAN RIVER WATER CONTROL DISTRICT**

**UNDER CANAL UTILITY CROSSING**

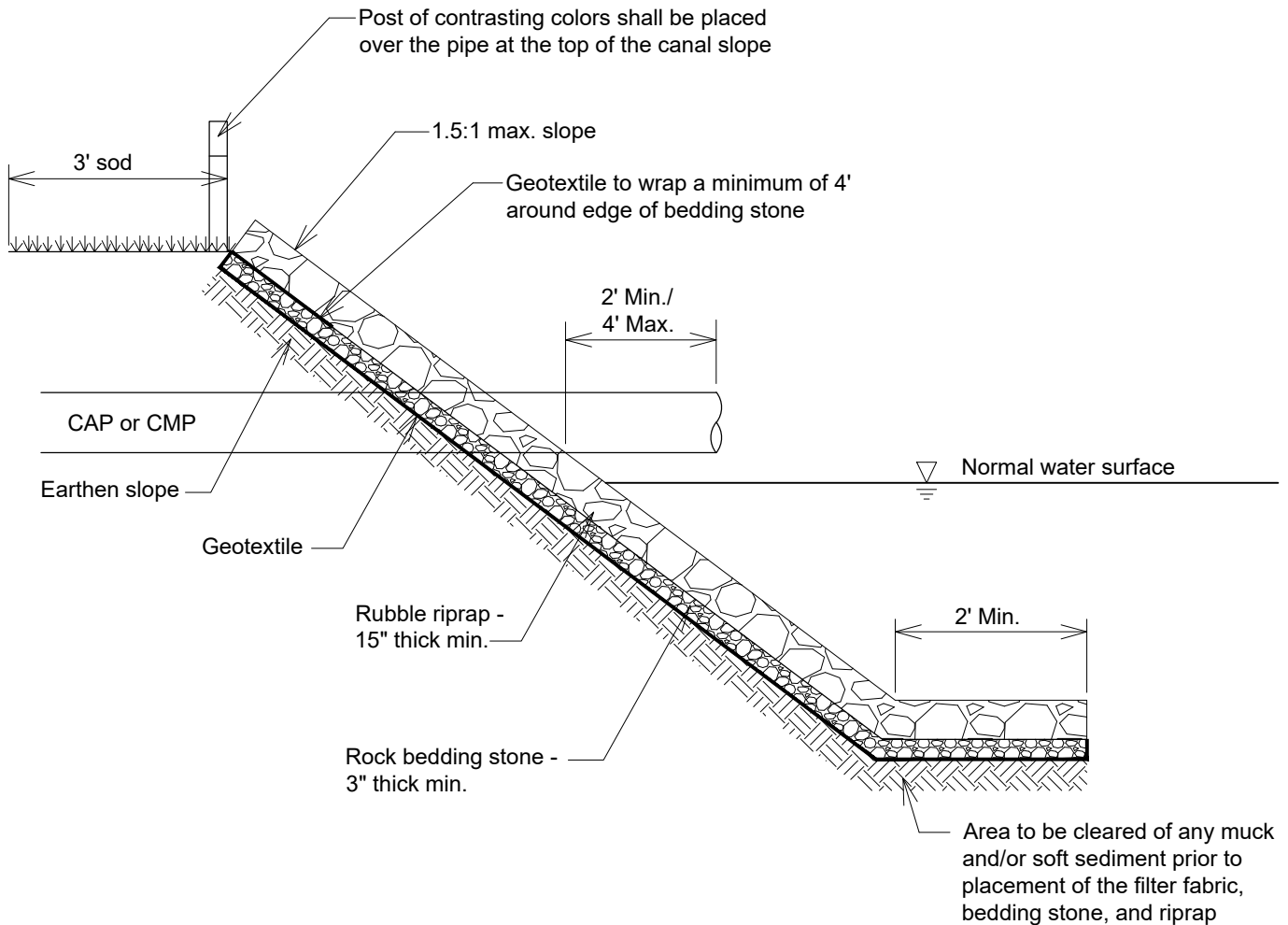
DATE:

APPLICATION NUMBER :

CANAL NO.:

APPLICANT:

DWG. NO. P:\770361\60193935 SIRWCD MAIN\400 TECHNICAL INFO\401 GENERAL\TECHNICAL INFORMATION\DETAILS\EXHIBIT E.DWG



Riprap notes:

1. Riprap to extend a minimum of 10 feet on either side of pipe.
2. Pipe shall be a minimum of 2 feet beyond the face of the riprap. the riprap at the toe of slope/canal bottom shall extend a minimum of 2 feet beyond the end of pipe.
3. The Contractor shall install the riprap in accordance with section 530-3.3, fdot specifications. the area to receive riprap shall be lined with filter fabric and 3-inches of bedding stone. the riprap shall be placed in 2 layers for a total depth of 15 inches to produce a reasonably well graded mass of stone with the minimum practical percentage of voids.
  - a. Materials for rock rubble shall conform to section 530-2.3, fdot specifications.
  - b. Material and bedding stone shall conform to section 901-1, fdot specification for no. 4 course aggregate.
  - c. Material for filter fabric shall conform to section 905, fdot specification for class 3 fabric.

**SOUTH INDIAN RIVER WATER CONTROL DISTRICT**

**TYPICAL CONNECTION DETAIL**

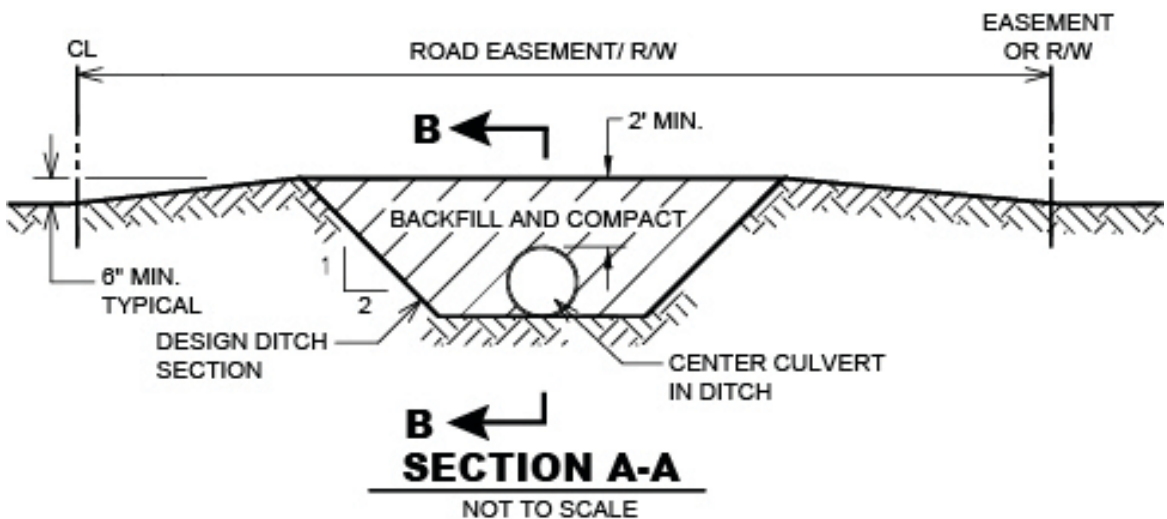
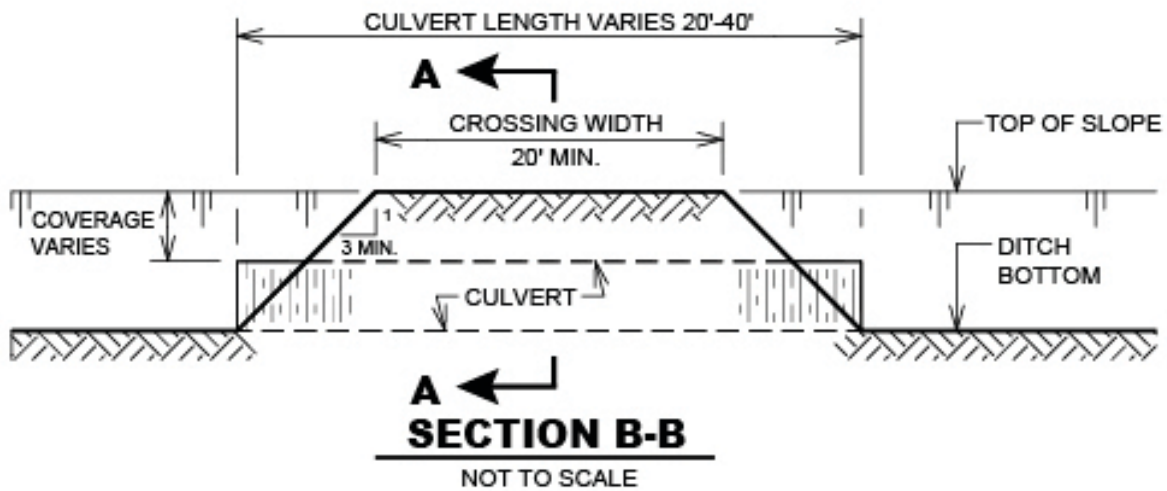
DATE:

APPLICATION  
NUMBER :

CANAL NO.:

APPLICANT:

DWG. NO. P:\770361\60193935 SIRWCD MAIN\  
400 TECHNICAL INFO\401 GENERAL\  
TECHNICAL INFORMATION\DETAILS\EXHIBIT F.DWG



## SOUTH INDIAN RIVER WATER CONTROL DISTRICT DRIVEWAY CULVERTS ON DISTRICT ROADS

### NOTES

1. Concrete or sand-cement endwalls must be used to support and secure ends.
2. For new construction, all disturbed slopes, berms, and other areas shall be seeded, fertilized, and mulched (or sodded) in accordance with Florida Department of Transportation specifications within 14 days of the completed activity.
3. Drainage shall not be blocked or impaired at any time.
4. The applicant shall notify the South Indian River Water Control District (District) office (561-747-0550) 24 hours prior to construction of the crossing.
5. The contractor is to contact the District to set grades for driveways (need two days' notice).
6. The contractor is to call the District for inspection after backfilling pipe, laying rip rap, and sod.
  - a. If pouring concrete endwalls, inspection must be done after forming, but before pour.
7. Pipe joints have to be wrapped with filter fabric.
8. Pipe length, for single driveways, shall not exceed 40 feet. Total pipe length shall not exceed 80 feet.
9. Per Palm Beach County code, lots located on local or residential access streets shall have a maximum of two access connections.
10. Any requests for more than two access points require review by the District.

# Appendix F-1

## Permit Fee Schedule

### South Indian River Water Control District

**The Permit Will Not Be Issued Until Full Payment Is Received.**

**All Fees Subject To Change Without Notice.**

#### Application Fees

All Permit applications shall be accompanied by a fee payable to the District in accordance with the schedule shown below. The District shall not commence processing any permit application until said fees are paid in full.

A) Minor activities involving a single-family lot up to 2.5 acres	\$250.00
B) All others:	\$500.00

#### Review Fees

All Permit Applicants shall submit a \$2,000 refundable initial deposit towards engineering and/or legal review and engineering inspection fees.

Permit review fees are based on actual engineering costs associated with the permit review process. If during the review process, the review fee exceeds \$2,000.00 prior to permit approval, an interim invoice will be issued to the permittee. For review fees less than \$2,000.00 an invoice for the actual cost of review will be sent prior to permit issuance.

When actual engineering and/or legal costs are less than the total fees received, the remaining balance will be returned to the Permittee either after the permit has been closed by the District or it is determined by the District that an expired permit shall not require additional inspections. Please allow 4 to 6 weeks from the time of closure for delivery of the check.

**There will be a \$250.00 administrative fee due for any permit requests submitted subsequent to the issuance of the permit plus any applicable review fees.**

#### Legal Fees

All legal fees incurred by the District in connection with the project being permitted will be invoiced in conjunction with review fees.

#### Inspection Fees

A minimum inspection fee of \$250.00 or 3% of the Engineer's Cost Estimate for construction, whichever is greater, will be invoiced and paid by the permittee prior to the commencement of construction. The permittee is required to submit a signed and sealed cost estimate from their Engineer of Record with the initial application submittal. The cost estimate is to be based on District permitted activities and affected facilities. This fee will cover the District's cost to inspect permitted activities, attend a kick-off meeting or other project meetings, a final inspection and deal with any other miscellaneous items that come up before the permit is closed.



When construction is completed and the permit has been closed by the District, all remaining inspection fees will be returned to the Permittee. Please allow 4 to 6 weeks from the time of closure for delivery of the check. If additional inspection fees or other fees related to the permit above \$250.00 or 3% of the cost of construction are incurred, the Permittee will be invoiced for the remaining balance and that balance must be paid prior to permit close out.

### **Resubmittal and/or Modification Fee**

A resubmittal and/or modification fee (non-refundable) of \$250 shall apply.

Permit resubmittal and/or modification requests may require additional Engineering and/or Legal fee deposits.

Resubmittal and/or Modification fees shall be paid prior to the permit being issued.

### **Permit Extension Fee**

A Permit extension fee (non-refundable) of \$250 shall apply to extend a permit completion past the original permit completion date. Permit extensions will be for an additional six (6) months and are subject to additional permit extension fees thereafter.

### **Expired Permit Fee**

Permits that expire prior to the completion of construction or close out, shall be assessed an additional \$500 compliance fee, which shall be deducted from any remaining deposit or otherwise paid in full prior to permit closeout.

### **Government Agencies**

All governmental agencies are exempt from the above permit fees.