

Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration


2500 Jupiter Park Drive, Jupiter, Florida 33458-8964

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



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

MEMORANDUM

TO: GOVERNING BOARD
FROM: D. ALBREY ARRINGTON, Ph.D. 
DATE: APRIL 15, 2016
SUBJECT: AMENDMENT OF IQ AGREEMENTS

During the rate study we discussed the Royalty Agreement between the LRD and the MacArthur Foundation by which we receive 1.5 MGD (million gallons per day) of reclaimed water from Seacoast Utilities. In particular, we noted that the existing Royalty Agreement is scheduled to expire on April 6, 2020. Prior to entering into this Royalty Agreement, engineers had calculated that the reclaimed water provided by contract from Seacoast Utilities would no longer be needed, because buildout of Abacoa would be complete and the 'new' wastewater generated throughout Abacoa would be sufficient to offset the 1.5 MGD of reclaimed water provided by Seacoast. Due to improvements in water use efficiency, this likely will not be entirely true, i.e., we may periodically need some supplemental water.

As the District began our IQ Water program in 1986 we executed 20 year Irrigation Quality Water Agreements with customers using our IQ Water to meet their landscape irrigation needs. Those early agreements were renewed in 2006 with a ten year term so that they would expire before expiration of our Royalty Agreement with MacArthur Foundation.

At this time, it is necessary to begin amending or renewing those IQ Agreements with 2016 expiration dates. They are: Admiral's Cove; Golf Club of Jupiter (fka Indian Creek); Jonathan's Landing I & II; Jupiter Hills Country Club; Loxahatchee Club & HOA; Riverbend Country Club; Tequesta Country Club, and Turtle Creek Country Club. I believe the most prudent course of action at this time is to simply extend the term of these expiring agreements through April 6, 2020 (the expiration date of the Royalty Agreement with the MacArthur Foundation). This will provide almost four additional years to evaluate the need to replace the 'lost' reclaimed water from Seacoast, and explore suitable options.

On the following pages you can see the form of the Renewal Irrigation Quality Water Agreement – 2016 Amendment. I am seeking Board approval of the form of this agreement, so that we can use this form when amending Irrigation Quality Water Agreements. Furthermore, I am seeking your approval to execute this amendment with all IQ Customers whose existing agreement has an expiration date before April 6, 2020.

Therefore, I request your approval of the following motion:

“THAT THE GOVERNING BOARD approve the form of the Renewal Irrigation Quality Water Agreement – 2016 Amendment, and authorize the Executive Director to execute such amendment with all IQ customers with an Irrigation Quality Water Agreement expiration date prior to April 6, 2020.”

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Stephen B. Rockoff
Board Member

Dr. Matt H. Rostock
Board Member

Gordon M. Boggie
Chairman

Harvey M. Silverman
Board Member

James D. Snyder
Board Member

Return to:
Clinton R. Yerkes
Loxahatchee River District
2500 Jupiter Park Drive
Jupiter, FL 33458
(561)747-5700

RENEWAL IRRIGATION QUALITY WATER AGREEMENT - 2016 Amendment

THIS AGREEMENT MADE AND ENTERED INTO this ____ day of _____, _____, by and between LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, herein referred to as the "District", and _____, authorized to do business in the State of Florida, its successors and assigns, herein referred to as "Owner", with regard to the property described in Exhibit "A" attached hereto and made a part hereof, (the "Property"). This agreement is an amendment to the previous Renewal Irrigation Quality Water Agreement between the parties, dated _____, which will expire or has expired.

IN CONSIDERATION of the covenants and agreements herein set forth, the receipt and sufficiency of such consideration being hereby acknowledged as adequate, the parties agree as follows:

TERM: The term of this agreement shall commence on the date of execution by both parties and shall run until April 6, 2020.

All other aspects of the agreement shall remain in full force and effect as previously agreed.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, this ____ day of _____, _____.

Signed, Sealed and Delivered
in the presence of:

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

By: _____

WITNESS: _____

D. ALBREY ARRINGTON, PhD,
EXECUTIVE DIRECTOR

Print Name _____

WITNESS

(DISTRICT SEAL)

Print Name _____

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____,
_____, by D. ALBREY ARRINGTON, PhD, Executive Director, on behalf of the Loxahatchee River
Environmental Control District. He is personally known to me or produced _____
_____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(notary seal)

Print Name _____

My Commission Expires:

Signed, Sealed and Delivered
in the presence of:

OWNER: _____

By: _____

WITNESS: _____

TITLE: _____

Print Name _____

WITNESS: _____

Print Name _____

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____,
_____ by _____, as _____.
He/She/They are personally known to me or produced _____
as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(notary seal)

Print Name _____

My Commission Expires: