



REGULAR MEETING AGENDA

December 8, 2021



December 1, 2021

Board of Supervisors
Sunshine Water Control District

ATTENDEES:
Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

Dear Board Members:

The Board of Supervisors of the Sunshine Water Control District will hold a Regular Meeting on December 8, 2021 at 6:30 p.m., at the La Quinta Inn Coral Springs, 3701 N. University Drive, Coral Springs, Florida 33065. The agenda is as follows:

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Public Comments **[3-Minute Time Limit]** (*Comments should be made from the microphone to ensure recording. Please state your name prior to speaking.*)
5. Presentation: Benefits Plan Renewal
6. Acceptance of Unaudited Financial Statements as of October 31, 2021
7. Approval of November 17, 2021 Regular Meeting Minutes
8. Supervisors' Communications
9. Staff Reports
 - A. District Counsel: *Lewis, Longman & Walker, P.A.*
 - Maintenance of Canal Adjacent to Briarwood Club
 - B. District Engineer: *Craig A. Smith & Associates*
 - Presentation: Monthly Engineer's Report
 - C. District Engineering Consultant: *John McKune*
 - D. District Field Supervisor: *Cory Selchan*
 - E. District Manager: *Wrathell, Hunt & Associates, LLC*
 - I. Obstructions Removal Agreement-Option 2 – 10367 NW 42 Dr.

II. NEXT MEETING DATE: January 12, 2022 at 6:30 P.M.

• QUORUM CHECK

Joe Morera	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Daniel Prudhomme	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Ivan Ortiz	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

10. Adjournment

Should you have any questions, please contact me directly at (561) 346-5294 or Jamie Sanchez at (561) 512-9027.

Sincerely,



Cindy Cerbone
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 801 901 3513

**SUNSHINE
WATER CONTROL DISTRICT**

6

**SUNSHINE
WATER CONTROL DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
OCTOBER 31, 2021**

**SUNSHINE
WATER CONTROL DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
OCTOBER 31, 2021**

	General Fund	Debt Service Fund Series 2018	Debt Service Fund Series 2021	Total Governmental Funds
ASSETS				
Centennial Bank	\$ 1,062,782	\$ -	\$ -	\$ 1,062,782
Centennial Bank - escrow	80,824	-	-	80,824
COI - Series 2021	-	-	3,908	3,908
DS - Series 2021	-	-	107,946	107,946
Investments				
State Board of Administration				
A Investment account	5,126	-	-	5,126
A Bank maintenance reserve account	2,685	-	-	2,685
A Renewal & replacement reserve account	1,998	-	-	1,998
A Equipment replacement reserve account	211	-	-	211
Centennial Bank - MMA	259,312	-	-	259,312
FineMark Bank - MMA	249,015	-	-	249,015
FineMark Bank - ICS	13,050,602	-	-	13,050,602
Iberia Bank - MMA	5,530	-	-	5,530
Undeposited funds	48,939	-	-	48,939
Due from general fund	-	-	46,770	46,770
Total assets	<u>\$14,767,024</u>	<u>\$ -</u>	<u>\$ 158,624</u>	<u>\$ 14,925,648</u>
LIABILITIES				
Liabilities:				
Accounts payable	\$ 12,173	\$ -	\$ -	\$ 12,173
Due to debt service	46,770	-	-	46,770
Deposits payable/trash bonds	164,500	-	-	164,500
Cost recovery deposits	47,175	-	-	47,175
Total liabilities	<u>270,618</u>	<u>-</u>	<u>-</u>	<u>270,618</u>
FUND BALANCES				
Assigned:				
3 months working capital	1,438,513	-	-	1,438,513
Disaster recovery	3,500,000	-	-	3,500,000
Truck replacement	142,000	-	-	142,000
Restricted for				
Debt service	-	-	158,624	158,624
Unassigned	9,415,893	-	-	9,415,893
Total fund balances	<u>14,496,406</u>	<u>-</u>	<u>158,624</u>	<u>14,655,030</u>
Total liabilities and fund balances	<u>\$14,767,024</u>	<u>\$ -</u>	<u>\$ 158,624</u>	<u>\$ 14,925,648</u>

**SUNSHINE
WATER CONTROL DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED OCTOBER 31, 2021**

	Current Month	Year to Date	Adopted Budget	% of Budget
REVENUES				
Assessments	\$ -	\$ -	\$ 3,480,348	0%
Interest and miscellaneous	198	198	9,000	2%
Permit review fees	350	350	4,900	7%
Cost recovery	-	-	17,500	0%
Total revenues	<u>548</u>	<u>548</u>	<u>3,511,748</u>	0%
EXPENDITURES				
Administrative				
Supervisors	150	150	1,800	8%
Supervisors reimbursement	-	-	7,500	0%
Management/accounting/recording	5,318	5,318	63,819	8%
DSF & CPF accounting	1,242	1,242	14,908	8%
Dissemination fee	83	83	1,000	8%
Arbitrage rebate calculation	-	-	750	0%
Trustee	-	-	5,000	0%
Audit	-	-	11,200	0%
Legal	-	-	95,000	0%
Human resource services	612	612	7,337	8%
Communication	-	-	7,500	0%
Dues/subscriptions	4,175	4,175	4,500	93%
Rent - operations facility	3,942	3,942	47,249	8%
Insurance	23,365	23,365	32,543	72%
Legal advertising	-	-	2,500	0%
Office supplies and expenses	-	-	1,500	0%
Postage	-	-	1,200	0%
Postage-ROW clearing	-	-	500	0%
Printing and binding	117	117	1,400	8%
Website	-	-	3,000	0%
ADA website compliance	-	-	210	0%
Contingencies	422	422	5,000	8%
Total administrative expenses	<u>39,426</u>	<u>39,426</u>	<u>315,416</u>	12%
Field operations				
Salaries and wages	28,468	28,468	438,375	6%
FICA taxes	2,176	2,176	33,536	6%
Special pay	-	-	2,000	0%
Bonus program	-	-	1,500	0%
401a retirement plan	2,844	2,844	43,838	6%
Health insurance	17,412	17,412	278,434	6%
Workers' compensation insurance	12,282	12,282	15,000	82%
Engineering	-	-	100,000	0%
Engineering - capital outlay ps1 & ps2	-	-	200,000	0%
Engineering - wofo phase 2b	-	-	219,900	0%

**SUNSHINE
WATER CONTROL DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED OCTOBER 31, 2021**

	Current Month	Year to Date	Adopted Budget	% of Budget
Consulting engineer services	-	-	25,000	0%
Cost recovery	-	-	17,500	0%
Water quality testing	-	-	5,224	0%
Telephone	-	-	1,800	0%
Electric	-	-	85,000	0%
Insurance	53,529	53,529	46,949	114%
Repairs and maintenance				
Canal banks	-	-	50,000	0%
Canal dredging	-	-	50,000	0%
Culvert inspection & cleaning	-	-	100,000	0%
Dumpster service	-	-	13,000	0%
Truck & tractor	-	-	21,000	0%
Other	-	-	21,000	0%
Operating supplies				
Chemicals	-	-	90,000	0%
Fuel	-	-	20,000	0%
Fuel-pump station generator	-	-	35,000	0%
Triploid carp	-	-	19,755	0%
Uniforms	59	59	3,217	2%
Other	259	259	4,000	6%
Permit fees, licenses, schools	4,500	4,500	5,000	90%
Capital outlay - pump station 1 & 2	-	-	1,500,000	0%
Capital outlay - WOFC phase 2B	-	-	1,840,000	0%
Field equipment	-	-	35,000	0%
Pump station telemetry	190	190	40,000	0%
Contingencies	138	138	5,000	3%
Total field operations	<u>121,857</u>	<u>121,857</u>	<u>5,366,028</u>	2%
Other fees and charges				
Tax collector	-	-	36,254	0%
Property appraiser	-	-	36,254	0%
Property tax bills - fire & EMS assessment	-	-	100	0%
Total other fees & charges	<u>-</u>	<u>-</u>	<u>72,608</u>	0%
Total expenditures	<u>161,283</u>	<u>161,283</u>	<u>5,754,052</u>	3%

**SUNSHINE
WATER CONTROL DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED OCTOBER 31, 2021**

	Current Month	Year to Date	Adopted Budget	% of Budget
Excess/(deficiency) of revenues over/(under) expenditures	(160,735)	(160,735)	(2,242,304)	
OTHER FINANCING SOURCES/(USES)				
Transfers in - from DSF Series 2018	48,938	48,938	-	N/A
Transfers in - from DSF Series 2021	-	-	300,000	0%
Transfer out - to DSF Series 2021	-	-	(107,946)	0%
Total other financing sources/(uses)	<u>48,938</u>	<u>48,938</u>	<u>192,054</u>	25%
Net increase/(decrease) of fund balance	(111,797)	(111,797)	(2,050,250)	
Fund balance - beginning	14,608,203	14,608,203	14,022,163	
Fund balance - ending				
Assigned:				
3 months working capital	1,438,513	1,438,513	1,438,513	
Disaster recovery	3,500,000	3,500,000	3,500,000	
Truck replacement	142,000	142,000	142,000	
Unassigned	9,415,893	9,415,893	6,891,400	
Total fund balance - ending	<u>\$ 14,496,406</u>	<u>\$ 14,496,406</u>	<u>\$ 11,971,913</u>	

**SUNSHINE
WATER CONTROL DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2018
FOR THE PERIOD ENDED OCTOBER 31, 2021**

	Current Month	Year To Date
REVENUES		
Interest	\$ 3	\$ 3
Total revenues	3	3
EXPENDITURES		
Debt service		
Total debt service	-	-
Excess/(deficiency) of revenues over/(under) expenditures	3	3
OTHER FINANCING SOURCES/(USES)		
Transfers (out)	(156,884)	(156,884)
Total other financing sources/(uses)	(156,884)	(156,884)
Net increase/(decrease) in fund balance	(156,881)	(156,881)
Fund balances - beginning	156,881	156,881
Fund balances - ending	\$ -	\$ -

**SUNSHINE
WATER CONTROL DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2021
FOR THE PERIOD ENDED OCTOBER 31, 2021**

	Current Month	Year To Date	Adopted Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ -	\$ -	\$ 848,359	0%
Total revenues	<u>-</u>	<u>-</u>	<u>848,359</u>	0%
EXPENDITURES				
Debt service				
Principal	-	-	135,000	0%
Interest	-	-	291,251	0%
Total debt service	<u>-</u>	<u>-</u>	<u>426,251</u>	0%
Other fees and charges				
Tax collector	-	-	8,837	0%
Property appraiser	-	-	8,837	0%
Total other fees and charges	<u>-</u>	<u>-</u>	<u>17,674</u>	0%
Total expenditures	<u>-</u>	<u>-</u>	<u>443,925</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	-	-	404,434	0%
OTHER FINANCING SOURCES/(USES)				
Transfers in	107,946	107,946	107,946	100%
Transfers (out)	-	-	(300,000)	0%
Total other financing sources/(uses)	<u>107,946</u>	<u>107,946</u>	<u>(192,054)</u>	-56%
Net increase/(decrease) in fund balance	107,946	107,946	212,380	
Fund balances - beginning	50,678	50,678	-	
Fund balances - ending	<u>\$ 158,624</u>	<u>\$ 158,624</u>	<u>\$ 212,380</u>	

SUNSHINE

Water Control District

Special Assessment Revenue Improvement Bonds, Series 2018

\$11,685,000

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
11/01/2021		-	222,015.00	222,015.00
05/01/2022		4.800%	222,015.00	222,015.00
11/01/2022		-	222,015.00	222,015.00
05/01/2023	430,000.00	4.800%	222,015.00	652,015.00
11/01/2023		-	213,845.00	213,845.00
05/01/2024	450,000.00	4.800%	213,845.00	663,845.00
11/01/2024		-	205,295.00	205,295.00
05/01/2025	465,000.00	4.800%	205,295.00	670,295.00
11/01/2025		-	196,460.00	196,460.00
05/01/2026	480,000.00	4.800%	196,460.00	676,460.00
11/01/2026		-	187,340.00	187,340.00
05/01/2027	500,000.00	4.800%	187,340.00	687,340.00
11/01/2027		-	177,840.00	177,840.00
05/01/2028	520,000.00	4.800%	177,840.00	697,840.00
11/01/2028		-	167,960.00	167,960.00
05/01/2029	540,000.00	4.800%	167,960.00	707,960.00
11/01/2029		-	157,700.00	157,700.00
05/01/2030	560,000.00	4.800%	157,700.00	717,700.00
11/01/2030		-	147,060.00	147,060.00
05/01/2031	580,000.00	4.800%	147,060.00	727,060.00
11/01/2031		-	136,040.00	136,040.00
05/01/2032	600,000.00	4.800%	136,040.00	736,040.00
11/01/2032		-	124,640.00	124,640.00
05/01/2033	625,000.00	4.800%	124,640.00	749,640.00
11/01/2033		-	112,765.00	112,765.00
05/01/2034	650,000.00	4.800%	112,765.00	762,765.00
11/01/2034		-	100,415.00	100,415.00
05/01/2035	675,000.00	4.800%	100,415.00	775,415.00
11/01/2035		-	87,590.00	87,590.00
05/01/2036	695,000.00	4.800%	87,590.00	782,590.00
11/01/2036		-	74,385.00	74,385.00
05/01/2037	730,000.00	4.800%	74,385.00	804,385.00
11/01/2037		-	60,515.00	60,515.00
05/01/2038	750,000.00	4.800%	60,515.00	810,515.00
11/01/2038		-	46,265.00	46,265.00
05/01/2039	780,000.00	4.800%	46,265.00	826,265.00
11/01/2039		-	31,445.00	31,445.00
05/01/2040	810,000.00	4.800%	31,445.00	841,445.00
11/01/2040		-	16,055.00	16,055.00
05/01/2041	845,000.00	4.800%	16,055.00	861,055.00
Total	\$11,685,000.00	-	\$5,375,290.00	\$17,060,290.00

**SUNSHINE
WATER CONTROL DISTRICT**

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DRAFT

**MINUTES OF MEETING
SUNSHINE WATER CONTROL DISTRICT**

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The Board of Supervisors of the Sunshine Water Control District held a Regular Meeting on November 17, 2021 at 6:30 p.m., at the La Quinta Inn Coral Springs, 3701 N. University Drive, Coral Springs, Florida 33065.

Present were:

Joe Morera	President
Ivan Ortiz	Vice President
Daniel Prudhomme	Secretary

Also present were:

Jamie Sanchez	District Manager
Al Malefatto	District Counsel
Orlando Rubio	District Engineer
Steve Smith	Craig A. Smith & Associates
Cory Selchan	Field Superintendent

FIRST ORDER OF BUSINESS

Call to Order

Mr. Morera called the meeting to order at 6:30 p.m.

SECOND ORDER OF BUSINESS

Roll Call

All Supervisors were present, in person.

THIRD ORDER OF BUSINESS

Pledge of Allegiance

All present recited the Pledge of Allegiance.

FOURTH ORDER OF BUSINESS

Public Comments [3-Minute Time Limit]
(Comments should be made from the microphone to ensure recording. Please state your name prior to speaking.)

There were no public comments.

42 **FIFTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial
Statements as of September 30, 2021**

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Ms. Sanchez presented the Unaudited Financial Statements as of September 30, 2021.

**On MOTION by Mr. Prudhomme and seconded by Mr. Ortiz, with all in favor,
the Unaudited Financial Statements as of September 30, 2021, were accepted.**

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51 **SIXTH ORDER OF BUSINESS**

**Approval of October 13, 2021 Regular
Meeting Minutes**

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Mr. Morera presented the October 13, 2021 Regular Meeting Minutes.

**On MOTION by Mr. Ortiz and seconded by Mr. Morera, with all in favor, the
October 13, 2021 Regular Meeting Minutes, as presented, were approved.**

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60 **SEVENTH ORDER OF BUSINESS**

Supervisors' Communications

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Each of the Supervisors wished those in attendance a safe and Happy Thanksgiving and offered Ms. Sanchez congratulations on her new position.

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Mr. Morera encouraged everyone to keep family, friends and members of the military in their thoughts and prayers. He invited all to attend the tree lighting at Coral Springs City Hall on December 4, 2021 and to bring their friends and families.

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68 **EIGHTH ORDER OF BUSINESS**

Staff Reports

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A. District Counsel: *Lewis, Longman & Walker, P.A.*

71 There was no report.

B. District Engineer: *Craig A. Smith & Associates*

I. Presentation: Monthly Engineer's Report

74 Mr. Rubio provided the following update:

- 75 ➤ Electrical Repairs at Pump Stations 1 and 2: The generator was approved for purchase
- 76 and the signed quote was sent on September 23, 2021. The quote was updated to remove the
- 77 automatic transfer switch to be provided by Current Connections, Inc. (CCI). The drawings were
- 78 reviewed by an Electrical Engineer; approval was pending. The generator drawings were shared

79 with the Electrical Contractor; comments were received today and Mr. Larry Smith would
80 respond accordingly. The contract was executed and the pre-construction meeting on October
81 11, 2021 went very well. Shop drawings were submitted for review.

82 ➤ West Outfall Canal Phase 2B Improvements: When the project was authorized, services
83 included everything up to bidding; a proposal for construction services for the duration of the
84 project was presented in the agenda package.

85 ➤ CAS Proposal No. 4083B for “Engineering Services During Construction” and
86 “Construction Observation Services”: The proposal includes hourly rates to be charged based
87 on hourly services provided. Total hourly project fees would be billed in a not-to-exceed
88 amount of \$177,320.

89 Mr. Ortiz asked if the switch to CCI as the contractor for electrical repairs at Pump
90 Stations 1 and 2 would impact the cost. Mr. Rubio stated it would not, as it was already a bid
91 item; from a service standpoint, CCI has been very responsive and the decision was made to
92 avoid the risk of potential delays by Ring Power’s contractor in the event of an issue.

93 Mr. Prudhomme asked if the change could raise any warranty concerns. Mr. Rubio
94 stated it would not because the warranty for the automatic transfer switch would be under CCI;
95 the warranty for the generator would be under Ring Power. Mr. Morera wanted to ensure that
96 there is clear, defined language in the event of a warranty dispute.

97 Mr. Selchan stated that, while such a scenario could occur, the District has insurance
98 and District Counsel could pursue legal avenues if necessary. He stated that a more pressing
99 issue was that the order for the generator has not been submitted yet and there would be a six-
100 month wait for a generator. An automatic transfer switch is also needed for the electrical
101 upgrade, whether it is ordered through the generator company or not.

102 Mr. Rubio stated the Board’s authorization is for the Engineering Services and
103 Construction Costs proposal. A Board Member asked if these costs were identified when the
104 project scope was originally determined or if the costs were to be determined (TBD). Mr. Smith
105 stated the costs were TBD but it was known that these costs would be part of the package in
106 the budgeting of the project. When the initial proposed budget was presented, it included the
107 design and construction; permitting costs were included but the costs were not proposed in the
108 design phase. It is important to ensure that proper coverage is provided for the entire
109 estimated six-month duration of the construction period for each of the professionals including

110 on-site field representatives. Standard rates apply for various personnel and hours are billed as
111 needed for field representatives and on-site Engineers who would field inquiries and questions
112 and resolve potential issues during construction. It is a not-to-exceed amount; hours were
113 budgeted but would not be charged unless used.

114 Mr. Morera asked who would be the Project Engineer. Mr. Rubio stated he would
115 oversee the progress meetings, RFIs, coordinate and oversee contractors and work with Mr.
116 Selchan. The Field Representative would observe construction, ensure everything is done in an
117 appropriate and safe manner and complete daily and weekly reports.

118 The contracted rates were discussed. Mr. Morera questioned the hourly rates. Mr.
119 Smith stated the contracted rate of \$112 included a multiplier to cover the firm's burden, which
120 is standard in the industry. The various positions and hourly rates were discussed. Mr. Morera
121 voiced his opinion that the rates are high. Mr. Smith discussed inflationary pressures and noted
122 that on-site Staff is needed to certify the project when it is completed. The firm has been
123 working for the District at the 2015 rates; whereas, the 2021 rates are effect in other Districts.
124 Mr. Morera asked if daily or weekly reports are reviewed and signed off. Mr. Selchan stated the
125 Field Representatives communicate with him regularly and hours would be tracked accordingly.
126

127 **On MOTION by Mr. Ortiz and seconded by Mr. Prudhomme, with all in favor,**
128 **CAS Proposal No. 4083B for Engineering Services During Construction and**
129 **Construction Observation Services, in a not-to-exceed amount of \$177,320,**
130 **was approved.**

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133 ➤ West Outfall Canal Phase 2B Improvements: A preconstruction meeting was held with
134 Rio-Bak Corporation (RBC) and Radise International. The City Engineer was invited and accepted
135 the meeting but was not able to attend; she is aware of the project and happy to be kept
136 informed. RBC would begin construction at the intake ramp and proceed to the north of the
137 bridge; unit quantity would be sufficient so no change order would be necessary.

138 ➤ Notification and Encroachments: The canal was surveyed in 2018 and encroachments
139 were identified and the District completed a one-time encroachment removal at its own cost;
140 residents were notified and presented with removal options. Ten residents must be notified
141 before construction begins; two new residents have slight encroachments outside their
142 property line. Another new resident on the east side of the canal north of the bridge has an

143 elaborate rock bed and wrought iron fence with hedges 20' to 30' into the Right-of Way (ROW).
144 While formulating an outreach document and letter Ms. Sanchez found that the previous
145 property owners executed the Agreement; when properties are sold, the Agreement transfers
146 with the title. The letter to be sent via Certified Mail would give property owners the option to
147 have the encroachments removed by the first week of January, which would give them the
148 opportunity to attend the December meeting. The letter advises that the District has paid once
149 to have encroachments removed and, if necessary, the District would engage a contractor to
150 remove the encroachments and the District would seek to recover those costs from the
151 property owner. The letter would be sent as soon as approved by the Board.

152 Discussion ensued regarding the encroachment, the property owner's presumed lack of
153 permit for the fence and the title report. Mr. Malefatto stated he reviewed and revised the
154 letter, which stated because of the recorded Agreements the property owner would be given
155 the option to remove the encroachment and, if the District removes it, the reimbursement of
156 the expense would be sought from the property owner. The consensus was to send a bill and, if
157 necessary, a lien would be placed on the property.

158 Mr. Selchan stated the property owners were not notified yet, pending feedback from
159 the Board, but he and Ms. Sanchez discussed making courtesy phone calls in advance of mailing
160 the letter. He noted that, while property owners would have an opportunity to attend the
161 December meeting, the Agreement was clear that these items are in the wrong place and the
162 vegetation is not the proper type. The District would not delay the project and would remove
163 the items if necessary. Mr. Malefatto stated a fence without a permit is also a City Code
164 violation. Mr. Selchan stated, if it becomes necessary to remove the items, they would be
165 placed in a dump truck and removed from the property.

166 Discussion ensued regarding the letter. Mr. Morera stated this is a necessary step. The
167 properties, encroachment items and copying the City Manager on communications to affected
168 property owners was discussed.

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170 **On MOTION by Mr. Prudhomme and seconded by Mr. Ortiz, with all in favor,**
171 **authorizing Staff to send encroachment notification letters to the two**
172 **identified property owners along the West Outfall Canal, was approved.**

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II. Permit Application

- 176 • **Crown Castle Fiber, LLC for Coral Glades High, 2700 Sportsplex Drive -**
177 **Proposed Installation of a 2-1.5" HDPE Conduit**

178 Mr. Rubio stated another ROW permit request was received and the permittee was put
179 on notice that the permit will not be released until repairs are completed. The permittee was
180 waiting on County approval for their repairs. Discussion ensued regarding the permit request,
181 previous approvals, current permit application, possibility of the permittee proceeding without
182 a permit and the possible ramifications. Mr. Selchan stated that he knew the area in question
183 and the project was not underway. Mr. Morera recalled that the previous application was
184 approved contingent upon completion of the repairs. Mr. Malefatto stated the District has the
185 right to deny the application until previous obligations are met. Conditional approval versus
186 denying the permit was discussed. The consensus was that the permittee has not satisfactorily
187 completed the repair work for Permit No. 2021-06.

188

189 **On MOTION by Mr. Prudhomme and seconded by Mr. Ortiz, with all in favor,**
190 **the Crown Castle Fiber, LLC Permit Application for proposed installation of a 2-**
191 **1.5" HDPE Conduit at Coral Glades High School, was not approved.**

192

193

194 Mr. Malefatto stated the permit could be held and reconsidered once the required work
195 is completed; the prior project had conditional approval. Mr. Selchan stated he would advise
196 the permittee that the permit was not approved.

197 **III. Update: 20-Year Stormwater Needs Analysis**

198 Mr. Rubio stated a proposal would be presented for this project in January. Discussion
199 ensued regarding legislation, the worksheet and the Stormwater Needs Analysis.

200 **C. District Engineering Consultant: *John McKune***

201 There was no report.

202 **D. District Field Supervisor: *Cory Selchan***

203 Mr. Selchan stated that 2" of rain caused some street flooding and increased water
204 levels. If necessary, pumps would be run overnight to reduce water levels.

205 **E. District Manager: *Wrathell, Hunt & Associates, LLC***

206 **I. Obstructions Removal Agreement – Option 2 [John H. Shaffer and Yuk Ha Tsui,**
207 **2700 NW 124 Ave.]**

208 Ms. Sanchez stated a fence request was received but a Letter of No Objection (LONO)
 209 could not be issued due to obstructions in the ROW; an Option 2 Agreement was drafted. The
 210 property owner listed sold the property and the new property owner understands that a new
 211 Agreement must be executed in order to proceed. Mr. Selchan distributed two estimates for
 212 removal of the obstruction. Discussion ensued about the property and a large area of plantings
 213 in the vicinity on the City’s ROW related to road improvements. Mr. Selchan stated the City
 214 does not maintain it and the District sprays to prevent it from growing across the canal. The
 215 City needs to maintain dead trees but it may be necessary for residents to complain for the City
 216 to address the issue. Public works would likely be the responsible entity.

217 Ms. Sanchez requested approval and selection of a vendor from the bids distributed.
 218 NTTI bid \$950 and Castle Tree Art bid \$1,145. Discussion ensued regarding the bids. The lowest
 219 bidder was NTTI, with a bid of \$950.

220

On MOTION by Mr. Ortiz and seconded by Mr. Prudhomme, with all in favor, the Option 2 Agreement with Thaddeus Walter Grzeszkowiak, Jr., in substantial form, and the NTTI bid, in a not-to-exceed amount of \$1,180, were approved.

221

222

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226

II. Discussion: Holiday Luncheon

227

228

229

230

231

Ms. Sanchez stated she emailed Mr. Selchan and Staff and asked if Friday, December 17, 2021 would be acceptable to the Board. Discussion ensued regarding the date. The consensus was that December 10, 2021 would be the tentative date. Big Bear Brewing Co. was the tentative location. Ms. Sanchez stated they do not take reservations but she could be in arrive at opening to secure the location.

232

III. NEXT MEETING DATE: December 8, 2021 at 6:30 P.M.

233

• QUORUM CHECK

234

The next meeting would be held on December 8, 2021, unless canceled.

235

236

NINTH ORDER OF BUSINESS

Adjournment

237

238

There being no further business to discuss, the meeting adjourned.

239

240

241

On MOTION by Mr. Morera and seconded by Mr. Prudhomme, with all in favor, the meeting adjourned at 7:46 p.m.

242

243

244

245

246

247 _____
Secretary/Assistant Secretary

President/Vice President

**SUNSHINE
WATER CONTROL DISTRICT**

9A

From: [Cindy Cerbone](#)
To: [Daphne Gillyard](#); [Debbie Tudor](#)
Cc: [Jamie Sanchez](#); [Al Malefatto](#)
Subject: Fwd: Maintenance of Canal Adjacent to Briarwood Club
Date: Tuesday, November 23, 2021 11:27:47 AM
Attachments: [image003.jpg](#)
[image004.jpg](#)
[image006.png](#)
[image007.png](#)
[image003.jpg](#)
[image004.jpg](#)
[image008.jpg](#)
[image004.jpg](#)
[43466 Model \(1\).pdf](#)

Please our in Dec agenda under DC staff report

Thank you

Cindy Cerbone
District Manager
Wrathell, Hunt and Associates, LLC
2300 Glades Rd. Suite 410W
Boca Raton, FL 33431
Office 561.571.0010
Cell 561.346.5294

FRAUD ALERT - Due to increased incidents of wire fraud, if you receive wire instructions from our office DO NOT WIRE FUNDS.

Begin forwarded message:

From: "Russell M. Robbins, Esq." <rrobbins@brlawyers.com>
Date: November 23, 2021 at 10:09:02 AM EST
To: Alfred Malefatto <amalefatto@llw-law.com>
Cc: Cindy Cerbone <cerbonec@whhassociates.com>, Jamie Sanchez <sanchezj@whhassociates.com>, "Cory Selchan (corys@csidfl.org)" <corys@csidfl.org>, dweber@ssclawfirm.com, Steve Barlow <briarwoodclub@bellsouth.net>, Barbara Scholes <bscholes@brlawyers.com>, William Capko <wcapko@llw-law.com>, Orlando Rubio <ORubio@craigasmith.com>, dweber@ssclawfirm.com
Subject: RE: Maintenance of Canal Adjacent to Briarwood Club

[Alfred,](#)

[Attached please find a survey of the subject property setting forth the locations of both the waterbody and the easement. As the Association expected, the waterbody is contained within the easement legal](#)

description. This supports my client's assertion that the District has continuously maintained the waterbody until recently.

When can we expect the District to resume maintaining the canal?
Thanks.

Russ

Russell M. Robbins, Esq.
Florida Bar Board Certified – Condominium and Planned Development
Law
Florida Bar Board Certified – Real Estate Law
Basulto Robbins & Associates, LLP
14160 N.W. 77th Court
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(305) 722-8900 Phone
(305) 722-8901 Facsimile
rrobbins@brlawyers.com
www.brlawyers.com

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From: Alfred Malefatto <amalefatto@llw-law.com>

Sent: Thursday, September 2, 2021 2:31 PM

To: Russell M. Robbins, Esq. <rrobbins@brlawyers.com>

Cc: Cindy Cerbone (cerbonec@whhassociates.com) <cerbonec@whhassociates.com>; Jamie Sanchez <sanchezj@whhassociates.com>; Cory Selchan (corys@csidfl.org) <corys@csidfl.org>; dweber@ssclawfirm.com; Steve Barlow <briarwoodclub@bellsouth.net>; Barbara Scholes <bscholes@brlawyers.com>; William Capko <wcapko@llw-law.com>; Orlando Rubio <ORubio@craigasmith.com>; dweber@ssclawfirm.com

Subject: RE: Maintenance of Canal Adjacent to Briarwood Club

Russ,

After further conferring with District staff, we have concluded we do need to see a survey sketch identifying the precise location of the subject easement. And respectfully, we maintain that because your clients are making the request to the District, they should provide us with the survey.

Thank you,

AJM

Alfred J. Malefatto | District Counsel

360 South Rosemary Ave., Suite 1100 | West Palm Beach, Florida 33401

amalefatto@llw-law.com | (o) 561.640.0820 | (m) 561.346.6779

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-
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From: Russell M. Robbins, Esq. <rrobbins@brlawyers.com>

Sent: Wednesday, September 1, 2021 4:31 PM

To: Alfred Malefatto <amalefatto@llw-law.com>

Cc: Cindy Cerbone (cerbonec@whhassociates.com) <cerbonec@whhassociates.com>;

Jamie Sanchez <sanchezj@whhassociates.com>; Cory Selchan (corys@csidfl.org)

<corys@csidfl.org>; dweber@ssclawfirm.com; Steve Barlow

<briarwoodclub@bellsouth.net>; Barbara Scholes <bscholes@brlawyers.com>; William

Capko <wcapko@llw-law.com>; Orlando Rubio <ORubio@craigasmith.com>;

dweber@ssclawfirm.com

Subject: RE: Maintenance of Canal Adjacent to Briarwood Club

External Email

Alfred,

There is only one body of water that is contained within Parcel A on the Plat of Coral Springs Village Green (PB 60, Page 31). I'm not a surveyor, but I don't think that this necessitates a survey to determine:

Plat of Coral Springs Village Green (PB 60, Page 31), enlarged to show detail:

Google Earth:

At this point, my client has incurred expense in performing the title search to discover an easement (that should already be in possession of the District). Now you want the Association to incur further expense in surveying the legal description in the easement, when it appears clear that the body of water in question is located adjacent to Parcel A (as indicated above). As I have located the easement, for which the legal description appears to match the location of the canal, if the District disagrees, I respectfully request that they obtain the survey to demonstrate that there is no canal located within that legal description.

It does not further either of our clients, to incur further legal fees and costs in regard to this matter. I ask that you review the above (and attached) information and reconsider the District's position on the maintenance of the canal. Thanks.

Russ

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www.brllawyers.com

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From: Alfred Malefatto <amalefatto@llw-law.com>

Sent: Wednesday, September 1, 2021 3:15 PM

To: Russell M. Robbins, Esq. <rrobbins@brllawyers.com>

Cc: Cindy Cerbone (<cerbonec@whhassociates.com>) <cerbonec@whhassociates.com>;

Jamie Sanchez <sanchezj@whhassociates.com>; Cory Selchan (<corys@csidfl.org>)

<corys@csidfl.org>; <dweber@ssclawfirm.com>; Steve Barlow

<briarwoodclub@bellsouth.net>; Barbara Scholes <bscholes@brllawyers.com>; William

Capko <wcapko@llw-law.com>; Orlando Rubio <ORubio@craigasmith.com>

Subject: RE: Maintenance of Canal Adjacent to Briarwood Club

Mr. Robbins,

In response to your recent email, we are not able to identify the location of the easement you have provided based on the legal description alone, without an accompanying plat or survey. Please provide such a survey or plat tied to the legal, so we can determine if in fact maintenance of the subject canal is the obligation of the Sunshine Water Control District. I would note that it is unusual that the easement agreement does not show acknowledgement and acceptance by the Grantee, Sunshine Drainage District. As for your

statement concerning the District's purported "long standing maintenance" of the canal in question, I have been advised by the District's Field Supervisor, who has almost 40 years of experience working for the District, that no such long standing maintenance has occurred, and that my original statement that maintenance of the subject canal on occasion in the past was a courtesy is accurate. Thank you, and I look forward to seeing the additional documentation I have requested.

Alfred J. Malefatto | District Counsel

360 South Rosemary Ave., Suite 1100 | West Palm Beach, Florida 33401
amalefatto@llw-law.com | (o) 561.640.0820 | (m) 561.346.6779
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From: Russell M. Robbins, Esq. <rrobbins@brlawyers.com>
Sent: Tuesday, August 31, 2021 3:50 PM
To: Alfred Malefatto <amalefatto@llw-law.com>
Cc: Cindy Cerbone (cerbonec@whhassociates.com) <cerbonec@whhassociates.com>; Jamie Sanchez <sanchezj@whhassociates.com>; Cory Selchan (corys@csidfl.org) <corys@csidfl.org>; dweber@ssclawfirm.com; Steve Barlow <briarwoodclub@bellsouth.net>; Barbara Scholes <bscholes@brlawyers.com>
Subject: RE: Maintenance of Canal Adjacent to Briarwood Club

External Email

Alfred,

Thank you for your e-mail. The Association was able to locate the attached Canal and Maintenance Easement from Florida National Properties, Inc. in favor of the Sunshine Drainage District from October 3, 1973. It appears clear from the attached easement that the District's long-standing maintenance of the canal was not mere 'courtesy' as indicated in your e-mail below, but was pursuant to the canal and maintenance

easement attached hereto. Please advise when the District will be undertaking maintenance of the canal to address the concerns initially raised by The Thunderbird Club, Inc.

Russ

Russell M. Robbins, Esq.
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Law
Florida Bar Board Certified – Real Estate Law
Basulto Robbins & Associates, LLP
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From: Alfred Malefatto <amalefatto@llw-law.com>

Sent: Tuesday, July 27, 2021 9:24 AM

To: Russell M. Robbins, Esq. <rrobbins@brlawyers.com>

Cc: Cindy Cerbone (cerbonec@whhassociates.com) <cerbonec@whhassociates.com>;

Jamie Sanchez <sanchezj@whhassociates.com>; Cory Selchan (corys@csidfl.org)

[<corys@csidfl.org>](mailto:corys@csidfl.org)

Subject: Maintenance of Canal Adjacent to Briarwood Club

Dear Mr. Robbins:

I am District Counsel for the Sunshine Water Control District (the "District"). I have been forwarded your email sent on behalf of your client Briarwood Club Operating Association, Inc., to Cindy Cerbone, District Manager, and Cory Selchan, District Field Supervisor. I have also reviewed the Coral Springs, Village Green plat which you forwarded along with your email, and I agree that per that plat, maintenance of all "canals, dikes and maintenance areas" shown on the plat were dedicated to the Sunshine Drainage District. I have attached a copy of the plat to this email, showing the canals and maintenance areas covered by that dedication, highlighted in blue. Highlighted in pink is the canal between Briarwood and Thunderbird which your clients are concerned about. That canal is outside of the Coral Springs, Village Green plat, and hence is not the responsibility of the District. If in fact District staff maintained the subject canal on occasion in the past, it was nothing more than a courtesy. However the District is not legally obligated to maintain the subject canal, and disclaims any responsibility to do so. Please advise if you have any questions.

Sincerely,

Alfred J. Malefatto | District Counsel

Working remotely to adhere to LLW's COVID-19 Policy

amalefatto@llw-law.com | (o) 561.640.0820 | (m) 561.346.6779

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LEGEND

- ☐ CABLE JUNCTION BOX
- ▣ CATCH BASIN
- CLEAN OUT
- ⊗ CONTROL VALVE
- ⊞ ELECTRIC SERVICE
- ⊕ FIRE HYDRANT
- ▭ FP&L PAD
- GUY ANCHOR
- ⊙ MANHOLE
- ⊞ POOL EQUIPMENT
- ⊕ POWER/LIGHT POLE
- ⊕ SPRINKLER SYSTEM
- ⊕ WATER METER
- ⊕ WATER VALVE
- ⊕ WELL

- ABBREVIATIONS**
- BC BUILDING CORNER
 - BW BACK OF WALK
 - CAL CALCULATED
 - C MEASURED
 - M N.T.S. NOT TO SCALE
 - OP OPEN PORCH
 - ORB OFFICIAL RECORDS BOOK
 - PC POINT OF CURVATURE
 - POB POINT OF BEGINNING
 - POC POINT OF COMMENCEMENT
 - PG PAGE
 - PRC POINT OF REVERSE CURVE
 - PRM PERMANENT REFERENCE MONUMENT
 - PT POINT OF TANGENCY
 - E/F END OF FENCE
 - EP EDGE OF PAVEMENT
 - EW EDGE OF WATER
 - F/C FENCE CORNER
 - F/L FENCE LINE
 - FIP FOUND IRON PIPE
 - FIR FOUND IRON ROD
 - FN FOUND NAIL
 - FN&D FOUND NAIL & DISC
 - FP&L FLORIDA POWER AND LIGHT RECORD
 - R RADIAL
 - SN&D SET NAIL & DISC # 5495
 - SP SCREENED PORCH
 - SP&C SET 1/2" PIN & CAP # 5495

SURVEYOR'S NOTES

1. BASIS OF BEARINGS AS INDICATED ON SKETCH.
2. LEGAL DESCRIPTION PROVIDED BY CLIENT.
3. THE LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THIS OFFICE FOR EASEMENTS, RIGHT-OF-WAYS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD.
4. UNDERGROUND OR INTERIOR PORTIONS OF FOOTINGS, FOUNDATIONS, WALLS OR OTHER NON-VISIBLE IMPROVEMENTS WERE NOT LOCATED.
5. ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 UNLESS OTHERWISE SHOWN.
6. FENCE TIES ARE TO THE CENTER-LINE OF FENCE. WALL TIES ARE TO THE FACE OF WALL.
7. IN SOME INSTANCES GRAPHIC REPRESENTATIONS HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE THE CONTROL THE LOCATION OF THE IMPROVEMENTS OVER SCALED POSITIONS.
8. THE DIMENSIONS AND DIRECTIONS SHOWN HEREON ARE IN SUBSTANTIAL AGREEMENT WITH RECORD VALUES UNLESS OTHERWISE NOTED.
9. PARTY WALLS ARE CENTERED ON PROPERTY LINE AND ARE 0.7' WIDE UNLESS OTHERWISE NOTED.
10. EXISTING CORNERS FOUND OFF WITNESS PROPERTY CORNERS
11. OBSTRUCTED CORNERS ARE WITNESSED BY IMPROVEMENTS.
12. NO ATTEMPT WAS MADE TO LOCATE WRITTEN OR UNWRITTEN EASEMENTS OR RIGHTS-OF-WAY, OTHER THEN THOSE SHOWN HEREON.

CURVE TABLE

NUMBER	DELTA	CHORD BEARING	RADIUS '	ARC '	LC '
C1	90°00'00"	N.44°38'29"W.	25.00	39.27	35.36
C2	16°53'03"	S.08°05'00"E.	775.00	228.38	227.55

LEGAL DESCRIPTION
 A PORTION OF PARCEL "A", CORAL SPRINGS VILLAGE GREEN, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 60, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

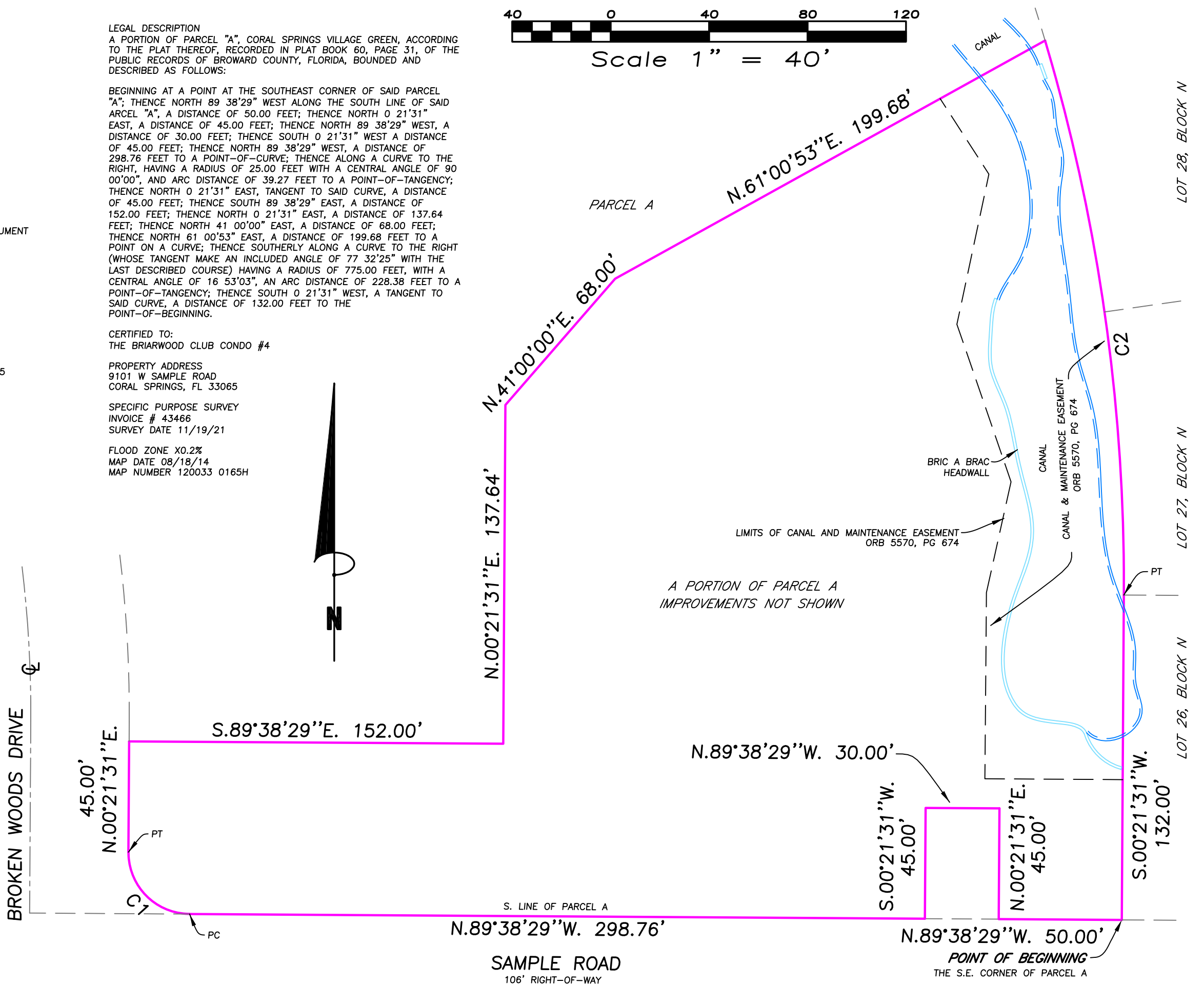
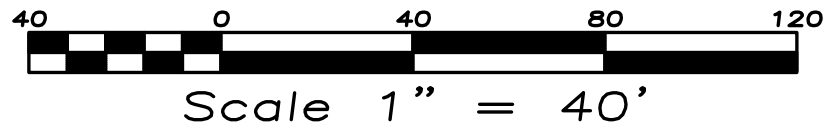
BEGINNING AT A POINT AT THE SOUTHEAST CORNER OF SAID PARCEL "A"; THENCE NORTH 89°38'29" WEST ALONG THE SOUTH LINE OF SAID PARCEL "A", A DISTANCE OF 50.00 FEET; THENCE NORTH 0°21'31" EAST, A DISTANCE OF 45.00 FEET; THENCE NORTH 89°38'29" WEST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 0°21'31" WEST A DISTANCE OF 45.00 FEET; THENCE NORTH 89°38'29" WEST, A DISTANCE OF 298.76 FEET TO A POINT-OF-CURVE; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET WITH A CENTRAL ANGLE OF 90°00'00", AND ARC DISTANCE OF 39.27 FEET TO A POINT-OF-TANGENCY; THENCE NORTH 0°21'31" EAST, TANGENT TO SAID CURVE, A DISTANCE OF 45.00 FEET; THENCE SOUTH 89°38'29" EAST, A DISTANCE OF 152.00 FEET; THENCE NORTH 0°21'31" EAST, A DISTANCE OF 137.64 FEET; THENCE NORTH 41°00'00" EAST, A DISTANCE OF 68.00 FEET; THENCE NORTH 61°00'53" EAST, A DISTANCE OF 199.68 FEET TO A POINT ON A CURVE; THENCE SOUTHERLY ALONG A CURVE TO THE RIGHT (WHOSE TANGENT MAKE AN INCLUDED ANGLE OF 77°32'25" WITH THE LAST DESCRIBED COURSE) HAVING A RADIUS OF 775.00 FEET, WITH A CENTRAL ANGLE OF 16°53'03", AN ARC DISTANCE OF 228.38 FEET TO A POINT-OF-TANGENCY; THENCE SOUTH 0°21'31" WEST, A TANGENT TO SAID CURVE, A DISTANCE OF 132.00 FEET TO THE POINT-OF-BEGINNING.

CERTIFIED TO:
 THE BRIARWOOD CLUB CONDO #4

PROPERTY ADDRESS
 9101 W SAMPLE ROAD
 CORAL SPRINGS, FL 33065

SPECIFIC PURPOSE SURVEY
 INVOICE # 43466
 SURVEY DATE 11/19/21

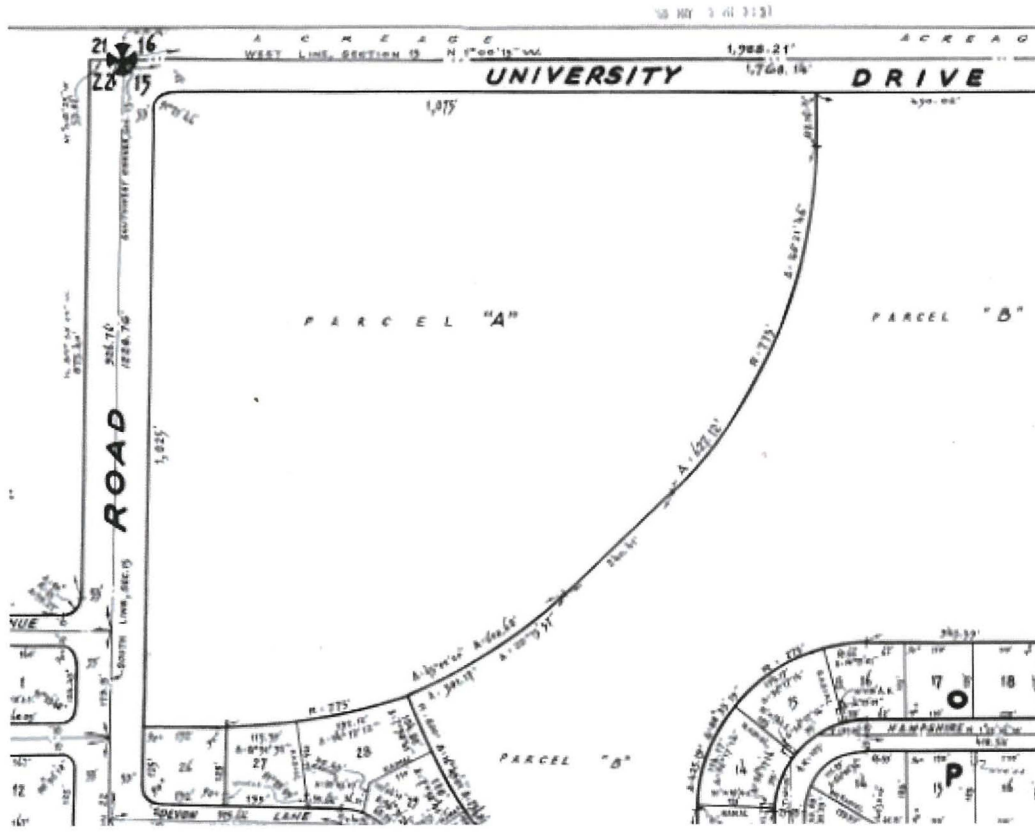
FLOOD ZONE X0.2%
 MAP DATE 08/18/14
 MAP NUMBER 120033 0165H

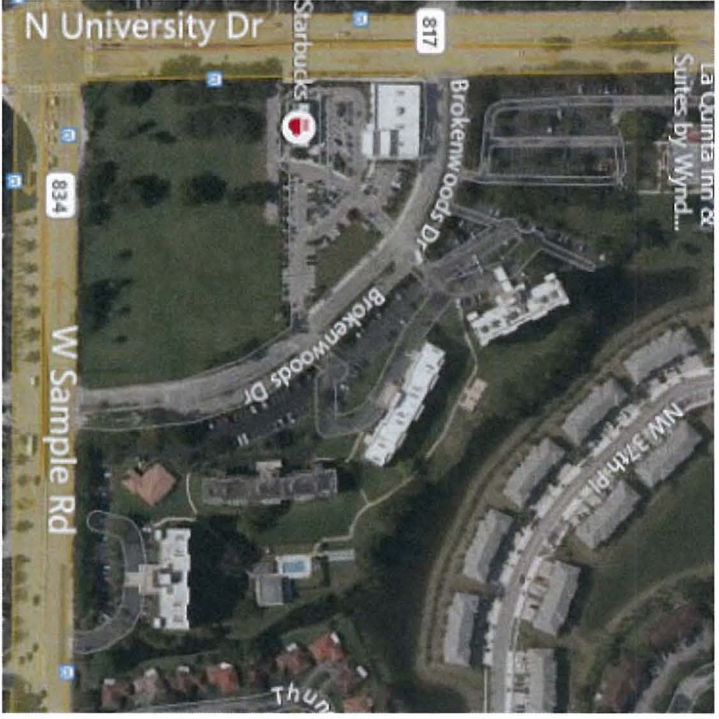


ATLANTIC COAST
 SURVEYING INC.

Paul J. Stowell

PAUL J. STOWELL
 PROFESSIONAL LAND SURVEYOR
 FLORIDA CERTIFICATION NO. 5241
 ATLANTIC COAST SURVEYING, INC.
 6129 STIRLING RD SUITE 2 DAVIE, FLORIDA 33314
 OFFICE: 954.587.2100 FAX: 954.587.5418





**SUNSHINE
WATER CONTROL DISTRICT**

9B



December 1, 2021

Board of Supervisors
Sunshine Water Control District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33073

**RE: SUNSHINE WATER CONTROL DISTRICT - MONTHLY ENGINEER'S REPORT (MER)
(December 18, 2021)
November 10, 2021 - December 1, 2021
CAS PROJECT NO. 15-1826**

Dear Board of Supervisors:

Craig A. Smith & Associates, Inc. (CAS) is pleased to provide you with the MER summarizing activity performed by this office on behalf of SWCD during the referenced period including future work. Anything of significance or modifications occurring after this writing will be brought up at the December 8, 2021 BOS meeting.

Electrical Repairs at Pump Station Nos. 1 and 2

CCI Electric Repairs for PS1/PS2: Coordination between CCI and SEC is on-going through the shop drawing review process and request for additional information from CCI are being addressed as well.

West Outfall Canal Phase 2B Improvements

- 1) "Door hangar" to ALL residents are being delivered to residents. A copy was sent to the City of Coral Springs Manager, Public Works Director, and City Engineer on 12.1.21 advising of the coming project.
- 2) WHA has been in communication with the current property owners at the following addresses regarding the unauthorized work within the canal right-of-way.
 - a. 10488 NW 3rd Place, Coral Springs, FL 33071
 - b. 265 NW 105th Terrace, Coral Springs, FL 33071



561.314.4445



21045 Commercial Trail
Boca Raton, FL 33486



SUNSHINE WATER CONTROL DISTRICT - MONTHLY ENGINEER'S REPORT (MER)

(December 18, 2021)

Page | 2



Right-of-Way (ROW) Permitting

Project Site: Under review is a project at 12175 NW 39th St that is proposing to have site improvements with the addition of a building structure (Synergy Thermo Foils)

We continue to look forward to working with the SWCD staff on current and future important projects. Should there be any questions, I can be reached at the letterhead numbers shown or by electronic mail at orubio@craigasmith.com.

Sincerely,

CRAIG A. SMITH & ASSOCIATES

Orlando A. Rubio, PE
Sr. Supervising Engineer

- cc: **SWCD** - Cory Selchan, John McKune, PE (via e-mail)
WHA - Jamie Sanchez, Cindy Cerbone, Debbie Tudor, Daphne Gillyard (via e-mail)
SEC – Larry Smith, PE (via e-mail)
CAS - Steve C. Smith, PE, (via e-mail)

**SUNSHINE
WATER CONTROL DISTRICT**

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RETURN TO:
Sunshine Water Control District
2300 Glades Road, Suite 410W
Boca Raton FL 33431

OBSTRUCTIONS REMOVAL AGREEMENT – OPTION 2

THIS AGREEMENT made and entered into this 21 day of November, 2021, by and between **Darren Baierlein** (hereinafter referred to as “Owner”) whose address is **10367 NW 42 Dr, Coral Springs, FL 33065** and the SUNSHINE WATER CONTROL DISTRICT (hereinafter referred to as “District”) whose address is 2300 GLADES ROAD, SUITE 410W, BOCA RATON FL 33431

WITNESSETH:

WHEREAS, Owner holds title to a certain parcel of real estate more particularly described as:

DEER RUN SPRINGS 70-24 B LOT 6 BLK E

(hereinafter referred to as the “Property”), and

WHEREAS, the Property is encumbered by a certain right-of-way/easement (hereinafter referred to as the “ROW/Easement”), such Easement being for the benefit of the District and its drainage system, and

WHEREAS, the ROW/Easement has been obstructed by the unauthorized growth of vegetation and/or construction of structures within said ROW/Easement; and

WHEREAS, Owner, pursuant to Option 2 of the District’s Right-of-Way/Easement Clearing Policy, elects to have the District remove said obstructions at the District’s expense,

NOW THEREFORE, for and in consideration of the covenants set forth herein, Owner hereby agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The District will remove all obstructions located in the ROW/Easement at the District’s expense subject to the terms herein. For purposes of this Agreement, “obstructions” shall be defined as all vegetation and all structures located on District property that prevent required maintenance and present a threat to human life, property, public health and safety, as depicted on Attachment A hereto. The District shall have sole discretion to determine what constitutes an obstruction pursuant to this Agreement.
3. The District’s obligations pursuant to this Agreement are limited to a single, one-time-only removal of obstructions existing within the ROW/Easement at the time of

this Agreement. The District shall not be obligated to remove, at its expense, obstructions placed within the ROW/Easement by Owner subsequent to the execution of this Agreement.

4. Subsequent to District's removal of existing obstructions from the ROW/Easement, Owner shall be required to maintain and mow the grassy areas within the ROW/Easement that remain adjacent to his/her property and keep the same free from all structures and growth of vegetation which may become obstructions of the ROW/Easement. Failure of Owner to comply with this requirement shall constitute a material breach of this Agreement and Owner shall be liable to the District for all costs associated with District's having to remove any subsequent obstructions or perform required maintenance.
5. If the District notifies Owner that he/she is in material breach of this Agreement and Owner fails to remedy the identified breach by removing the obstruction or performing the required maintenance within 30 days of receipt of notice, the District shall take all necessary steps to resolve the obstruction and Owner shall be invoiced and/or assessed on the Broward County tax roll the cost for the removal of all obstructions and/or performance of required maintenance, as well as any related administrative or legal fees that may be incurred by the District.
6. This Agreement shall be binding upon the Owner, its heirs, successors, legal representatives and assigns. This Agreement shall run with the title to the Property and shall forever benefit the District and bind the Owner and all future owners of the Property, including without limitation, their heirs, successors, legal representatives and assigns. This Agreement shall be recorded in the property records of Broward County, Florida and will become a legal obligation of the Property in perpetuity.
7. Owner for itself and on behalf of all future owners of the Property, hereby agrees to indemnify and hold the District harmless from and against any and all liabilities, damages, claims, costs and expenses, including attorney's fees, which may be imposed upon or asserted against the District arising from or in any way connected with the District's removal of obstructions within the ROW/Easement and/or related to Owner's subsequent maintenance of the ROW/Easement.
8. To the extent the terms of this Agreement vary from the District's Right-of-Way/Easement Policy, the terms of this Agreement shall prevail.
9. This Agreement may only be amended by written mutual consent of the District and Owner.
10. This Agreement shall be governed by the laws of the State of Florida. Venue for enforcement of this Agreement shall be in Broward County, Florida.

IN WITNESS WHEREOF, the Owner has executed this Agreement as of the date first above written.

OWNER:

[Handwritten Signature]

Owner Signature

Darren Baierlein

Owner Name (Printed)

WITNESS:

[Handwritten Signature]

Witness Signature

Jordan Montenegro

Witness Name (Printed)

STATE OF FLORIDA
COUNTY OF BROWARD

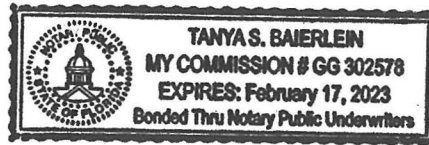
The foregoing instrument was acknowledged before me this 21 day of November 2021, by Darren Baierlein, _____ of who is/are personally known to me and who did not take an oath.

[Handwritten Signature]
Notary Signature

Tanya S. Baierlein
Print Name

Notary Public - State of Florida
Commission No.

My Commission Expires: 02/17/2023



SUNSHINE WATER CONTROL DISTRICT:

District Manager Signature

District Manager Name (Printed)

WITNESS:

Witness Signature

Witness Name (Printed)

Witness Signature

Witness Name (Printed)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ____ day of _____,
20__, by _____, _____ of the Sunshine
Water Control District who is personally known to me and who did not take an oath.

Notary Signature

Print Name
Notary Public - State of Florida
Commission No.

My Commission Expires:

**SUNSHINE
WATER CONTROL DISTRICT**

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SUNSHINE WATER CONTROL DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE

LOCATION

La Quinta Inn Coral Springs, 3701 N. University Drive, Coral Springs, Florida 33065

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 13, 2021	Regular Meeting	6:30 PM
November 10, 2021 <i>rescheduled to November 17, 2021</i>	Regular Meeting	6:30 PM
November 17, 2021	Regular Meeting	6:30 PM
December 8, 2021	Regular Meeting	6:30 PM
January 12, 2022	Regular Meeting	6:30 PM
February 9, 2022	Regular Meeting	6:30 PM
March 9, 2022	Landowners' Meeting & Regular Meeting	6:30 PM
April 13, 2022	Regular Meeting	6:30 PM
May 11, 2022	Regular Meeting	6:30 PM
June 8, 2022	Regular Meeting	6:30 PM
July 13, 2022	Regular Meeting	6:30 PM
August 10, 2022	Regular Meeting	6:30 PM
September 14, 2022	Public Hearing & Regular Meeting	6:30 PM