

REGULAR MEETING AGENDA

March 8, 2023

AGENDA LETTER



March 1, 2023

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 March 8, 2023, immediately following the adjournment of the Landowners' Meeting, scheduled to commence at 6:30 p.m., at the Sartory Hall, 10150 NW 29 St., Coral Springs, Florida 33065. The agenda is as follows:

- Call to Order
- 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. Administration of Oath of Office to Newly Elected Supervisors (the following to be provided under a separate cover)
 - A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - B. Membership, Obligations and Responsibilities
 - C. Financial Disclosure Forms
 - I. Form 1: Statement of Financial Interests
 - II. Form 1X: Amendment to Form 1, Statement of Financial Interests
 - III. Form 1F: Final Statement of Financial Interests
 - D. Form 8B Memorandum of Voting Conflict
- 6. Consideration of Resolution 2023-01, Canvassing and Certifying the Results of the Landowners' Election of Supervisors for the Sunshine Water Control District
- 7. Consideration of Resolution 2023-02, Designating Certain Officers of the District; and Providing for an Effective Date

Board of Supervisors Sunshine Water Control District March 8, 2023, Regular Meeting Agenda Page 2

- 8. Acceptance of Unaudited Financial Statements as of January 31, 2023
- 9. Approval of February 8, 2023 Regular Meeting Minutes
- 10. Supervisors' Communications
- 11. Staff Reports
 - A. District Counsel: Lewis, Longman & Walker, P.A.
 - B. District Engineer: Craig A. Smith & Associates
 - I. Presentation: Monthly Engineer's Report
 - II. Permit Application(s)
 - FP&L Permit 2022-11 Extension Request
 - C. District Engineering Consultant: John McKune
 - D. District Field Supervisor: Cory Selchan
 - E. District Manager: Wrathell, Hunt & Associates, LLC
 - NEXT MEETING DATE: April 12, 2023 at 6:30 PM
 - QUORUM CHECK

JOE MORERA	IN PERSON	PHONE	☐ No
	IN PERSON	PHONE	□No
	IN PERSON	PHONE	□No

- 12. Public Comments
- 13. Adjournment

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

Sincerely,

Cindy@erbone

District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 131 733 0895

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RESOLUTION 2023-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SUNSHINE WATER CONTROL DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS' ELECTION OF SUPERVISORS FOR THE SUNSHINE WATER CONTROL DISTRICT

WHEREAS, pursuant to Chapter 298, Florida Statutes, after a Drainage and Water Control District ("District") has been established and the landowners have held their initial election, every year in the same month after the time of the initial election, there shall be a landowners' meeting for the purpose of electing members to the Board of Supervisors; and

WHEREAS, following proper publication of notice thereof, such landowners' meeting was held on **March 8, 2023**, at which the below recited persons were duly elected, by virtue of the votes cast in his/her favor; and

WHEREAS, the landowners, by means of this Resolution, desire to canvass the votes and declare and certify the results of said election;

NOW, THEREFORE, BE IT RESOLVED BY THE LANDOWNERS AND BOARD OF SUPERVISORS OF THE SUNSHINE WATER CONTROL DISTRICT;

	1.	The following persons are found, certified,	and declared to have be	en duly elected
as a S	uperv	visor, of and for the District, having been elec	cted by the votes cast in	his/her favor as
show	n, to v	wit:		
			Votes	
			Votes	
	2.	In accordance with said statute, and by vii	rtue of the number of vo	otes cast for the
Super	visor,	, he/she is declared to have been elected for	the following term of off	ice:
			2-Year Term	
			3-Year Term	

	3.	Said	term	of c	ffice	shall	com	mence	imn	nediate	lyι	upon	the	adoption	of	this
Resolu	tion.															
	PASSI	ED AN	D AD(OPTEI	O this	8 th da	ay of I	March,	2023	3.						
							_									
							P	resider	nt/Vio	ce Presi	den	t, Bo	ard o	f Supervis	sors	
							Se	ecretar	y/As	sistant S	Seci	retary	y			

RESOLUTION 2023-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SUNSHINE WATER CONTROL DISTRICT DESIGNATING CERTAIN OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Sunshine Water Control District is a local unit of special-purpose government created and existing pursuant to Chapter 298, Florida Statues, being situated entirely within Broward County, Florida; and

WHEREAS, the Board of Supervisors of the Sunshine Water Control District desires to appoint the below recited persons to the offices specified.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SUNSHINE WATER CONTROL DISTRICT:

SECTION 1.		is appointed President.
SECTION 2.		is appointed Vice President.
SECTION 3.		is appointed Secretary.
-	Craig Wrathell	is appointed Assistant Secretary.
	Cindy Cerbone	is appointed Assistant Secretary.
	Jamie Sanchez	is appointed Assistant Secretary.

SECTION 4. This Resolution supersedes any prior appointments made by the Board for President, Vice President, Secretary and Assistant Secretaries; however, prior appointments by the Board for Treasurer and Assistant Treasurer(s) remain unaffected by this Resolution.

SECTION 5. This Resolution shall become effective immediately upon its adoption.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

PASSED AND ADOPTED this 8th day of March, 2023.

ATTEST:	SUNSHINE WATER CONTROL DISTRICT			
Secretary/Assistant Secretary	President/Vice President, Board of Supervisors			

UNAUDITED FINANCIAL REPORTS

SUNSHINE
WATER CONTROL DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JANUARY 31, 2023

SUNSHINE WATER CONTROL DISTRICT BALANCE SHEET GOVERNMENTAL FUNDS JANUARY 31, 2023

	General Fund	Debt Service Fund Series 2021	Total Governmental Funds
ASSETS			
Centennial Bank	\$ 4,499,475	\$ -	\$ 4,499,475
Centennial Bank - escrow	81,006	-	81,006
DS - Series 2021	-	296,830	296,830
Investments			
State Board of Administration			
A Investment account	5,239	-	5,239
A Bank maintenance reserve account	2,745	-	2,745
A Renewal & replacement reserve account	2,042	-	2,042
A Equipment replacement reserve account	216	-	216
Centennial Bank - MMA	259,966	-	259,966
FineMark Bank - MMA	249,015	-	249,015
FineMark Bank - ICS	12,066,730	-	12,066,730
Iberia Bank - MMA	5,534	-	5,534
Undeposited funds	3,850	-	3,850
Due from general fund		813,598	813,598
Total assets	\$17,175,818	\$ 1,110,428	\$ 18,286,246
LIABILITIES Liabilities: Accounts payable Retainage payable Due to debt service Deposits payable/trash bonds Cost recovery deposits Pension payable Total liabilities	\$ 91,970 30,709 813,598 207,000 52,878 3,158 1,199,313	\$ - - - - - -	\$ 91,970 30,709 813,598 207,000 52,878 3,158 1,199,313
FUND BALANCES Assigned:			
3 months working capital	1,760,312	_	1,760,312
Disaster recovery	3,500,000	_	3,500,000
Truck replacement	180,000	_	180,000
Restricted for	100,000		100,000
Debt service	_	1,110,428	1,110,428
Unassigned	10,536,193		10,536,193
Total fund balances	15,976,505	1,110,428	17,086,933
		.,,120	,555,566
Total liabilities and fund balances	\$17,175,818	\$ 1,110,428	\$ 18,286,246

SUNSHINE

WATER CONTROL DISTRICT

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES GENERAL FUND

FOR THE PERIOD ENDED JANUARY 31, 2023

	Current Month	Year to Date	Adopted Budget	% of Budget
REVENUES		_		
Assessments	\$ 93,161	\$ 3,133,124	\$ 3,610,139	87%
Interest and miscellaneous	7,784	15,460	9,000	172%
Permit review fees	350	1,400	2,450	57%
Cost recovery			17,500	0%
Total revenues	101,295	3,149,984	3,639,089	87%
EXPENDITURES				
Administrative				
Supervisors	100	300	1,800	17%
Supervisor health care benefits	-	2,369	25,000	9%
Supervisors reimbursement	16	174	7,500	2%
Management/accounting/recording	5,478	21,911	65,734	33%
DSF & CPF accounting	1,280	5,118	15,355	33%
Dissemination fee	83	333	1,000	33%
Arbitrage rebate calculation	-	-	750	0%
Trustee	-	-	5,000	0%
Audit	-	-	11,500	0%
Legal	13,879	37,976	95,000	40%
Legal - legislative representation	-	-	53,100	0%
Retirement plan consulting	-	-	10,000	0%
Human resource services	630	2,519	7,557	33%
Communication	-	-	7,500	0%
Dues/subscriptions	-	4,000	4,500	89%
Rent - operations facility	4,055	16,226	48,666	33%
Insurance	-	25,118	35,440	71%
Legal advertising	51	443	2,500	18%
Office supplies and expenses	-	-	1,500	0%
Postage	-	255	1,200	21%
Postage-ROW clearing	-	-	500	0%
Printing and binding	117	466	1,400	33%
Website	705	1,109	3,000	37%
ADA website compliance	-	-	210	0%
Contingencies	511	4,966	5,000	99%
Total administrative expenses	26,905	123,283	410,712	30%
Field operations				
Salaries and wages	32,411	133,918	437,561	31%
FICA taxes	2,477	10,390	33,473	31%
Special pay	-	1,534	2,000	77%
Bonus program	-	-	2,500	0%
401a retirement plan	3,239	16,537	43,756	38%
Health insurance	22,355	89,420	325,000	28%
Workers' compensation insurance	-	12,520	15,000	83%
Engineering	3,024	7,770	100,000	8%
Engineering - capital outlay westchester	-	-	7,500	0%
Engineering - capital outlay ps1 & ps2	47,319	70,679	42,472	166%
Engineering - capital outlay ps1 h/s/c	1,680	5,888	134,000	4%
Engineering - capital outlay NW 123 ave	-	-	12,550	0%
Engineering - capital outlay Riverside drive	-	-	251,586	0%
Engineering - capital outlay University drive	-	-	89,627	0%
Engineering - telemetry	-	-	75,500	0%
Consulting engineer services	-	-	25,000	0%
Cost recovery	3,056	7,507	17,500	43%
Water quality testing	-	1,406	5,224	27%
Telephone	101	202	1,800	11%

SUNSHINE

WATER CONTROL DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES GENERAL FUND

FOR THE PERIOD ENDED JANUARY 31, 2023

	Current	Year to	Adopted	% of
	Month	Date	Budget	Budget
Electric	575	27,394	85,000	32%
Insurance	925	59,625	55,529	107%
Repairs and maintenance				
Canal banks	-	-	75,000	0%
Canal dredging	-	-	50,000	0%
Culvert inspection & cleaning	-	-	100,000	0%
Dumpster service	1,217	2,532	13,000	19%
Truck & tractor	-	5,614	21,000	27%
Other	440	1,664	21,000	8%
Operating supplies				
Chemicals	42,912	42,912	90,000	48%
Fuel	940	4,196	20,000	21%
Fuel-pump station generator	-	-	35,000	0%
Triploid carp	-	-	19,755	0%
Uniforms	88	469	3,217	15%
Other	975	975	4,000	24%
Permit fees, licenses, schools	-	180	5,000	4%
Capital outlay - westchester culvert	7,184	13,726	288,125	5%
Capital outlay - pump station 1 & 2	-	96,082	1,444,200	7%
Capital outlay - ps1 hydra/struc/canal	-	-	625,440	0%
Capital outlay - NW 123 Ave	-	-	150,000	0%
Capital outlay - Riverside drive	-	-	985,000	0%
Capital outlay - University drive	-	-	150,000	0%
Capital outlay - telemetry	-	-	340,000	0%
Field equipment	-	-	35,000	0%
Pump station telemetry	415	1,243	40,000	3%
Contingencies	<u> </u>	205	5,000	4%
Total field operations	171,333	614,588	6,282,315	10%
Other fees and charges				
Tax collector	915	31,315	37,606	83%
Property appraiser	915	31,315	37,606	83%
Property tax bills - fire & EMS assessment		33	100	33%
Total other fees & charges	1,830	62,663	75,312	83%
Total expenditures	200,068	800,534	6,768,339	12%
Excess/(deficiency) of revenues				
over/(under) expenditures	(98,773)	2,349,450	(3,129,250)	
Fund balance - beginning	16,075,278	13,627,055	13,725,082	
Fund balance - ending Assigned:				
3 months working capital	1,760,312	1,760,312	1,760,312	
Disaster recovery	3,500,000	3,500,000	3,500,000	
Truck replacement	180,000	180,000	180,000	
Unassigned	10,536,193	10,536,193	5,155,520	
Total fund balance - ending	\$ 15,976,505	\$15,976,505	\$10,595,832	•
Total fully balance - ending	ψ 10,910,000	ψ 10,010,000	Ψ 10,000,002	:

SUNSHINE WATER CONTROL DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND SERIES 2021 FOR THE PERIOD ENDED JANUARY 31, 2023

	Current Month			Adopted Budget		% of Budget
REVENUES			,			
Assessment levy: on-roll	\$ 21,895	\$	736,363	\$	848,359	87%
Interest	954		3,841		_	N/A
Total revenues	22,849		740,204	-	848,359	87%
EXPENDITURES						
Debt service						
Principal	_		_		470,000	0%
Interest	_		181,247		362,493	50%
Total debt service			181,247		832,493	22%
Other fees and charges						
Tax collector	215		7,359		8,837	83%
Property appraiser	215		7,359		8,837	83%
Total other fees and charges	430		14,718		17,674	83%
Total expenditures	430		195,965		850,167	23%
Excess/(deficiency) of revenues						
over/(under) expenditures	22,419		544,239		(1,808)	
Fund balances - beginning	1,088,009		566,189		253,407	
Fund balances - ending	1,110,428	\$	1,110,428	\$	251,599	

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

MINUTES

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1 2 3		NUTES OF MEETING WATER CONTROL DISTRICT					
4	The Board of Supervisors of the Sunshine Water Control District held a Regular Meeting						
5	on February 8, 2023 at 6:30 p.m., at Sartory Hall, 10150 NW 29 St., Coral Springs, Florida 33065.						
6							
7 8	Present were:						
9	Joe Morera	President					
10 11	Ivan Ortiz	Vice President					
12 13	Also present were:						
14	Cindy Cerbone	District Manager					
15	Jamie Sanchez	Wrathell, Hunt and Associates, LLC (WHA)					
16	Andrew Kantarzhi	Wrathell, Hunt and Associates, LLC (WHA)					
17	Al Malefatto	District Counsel					
18	Orlando Rubio	District Engineer					
19	Steve Smith	Craig A. Smith & Associates (CAS)					
20	Cory Selchan	Field Superintendent					
21	Tom Mullins	Radise					
22	Mark Sirchio	Rio-Bak Corporation (RBC)					
23	Tommy King	Rio-Bak Corporation (RBC)					
24	Carol Smith	Resident					
25	Richard Smith	Resident					
26 27							
28 29	FIRST ORDER OF BUSINESS	Call to Order					
30 31	Mr. Morera called the meeting t	o order at 6:31 p.m.					
31							
32 33	SECOND ORDER OF BUSINESS	Roll Call					
34 35	Supervisors Morera and Ortiz we	ere present. Supervisor Khouri was not present.					
		51.1.6511.1					
36 37	THIRD ORDER OF BUSINESS	Pledge of Allegiance					
38 39	All present recited the Pledge of	Allegiance.					

On MOTION by Mr. Ortiz and seconded by Mr. Morera, with all in favor, the Unaudited Financial Statements as of December 31, 2022, were accepted.

5556 SIXTH ORDER OF BUSINESS

Approval of January 11, 2023 Regular Meeting Minutes

Mr. Morera presented the January 11, 2023 Regular Meeting Minutes.

An edit previously submitted to Management by District Counsel is reflected in the minutes included in the agenda.

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On MOTION by Mr. Ortiz and seconded by Mr. Morera, with all in favor, the January 11, 2023 Regular Meeting Minutes, as presented, were approved.

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SEVENTH ORDER OF BUSINESS

Supervisors' Communications

Mr. Ortiz wished everyone a Happy Valentine's Day.

Mr. Morera echoed Mr. Ortiz's good wishes and stated it would be a mixed day, as it marks the five-year anniversary of the tragedy at Marjory Stoneman Douglas (MSD) High School and the community will be scarred for a long, long time to come. The City is working on building an MSD monument near the golf course at Heron Bay; the project is in the early stages and will hopefully receive enough funding to complete it.

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EIGHTH ORDER OF BUSINESS

Staff Reports

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- A. District Counsel: Lewis, Longman & Walker, P.A.
 - Update: Notice of Intent to Seek Legislation

Mr. Malefatto stated his firm was retained to draft and submit a bill to reinstate the SWCD because of legislation passed last year calling for certain Districts to sunset as of June 1, 2023. The Governor called a special legislative session, for this week, to address the District's bill and several other affected Districts and most specifically, the Reedy Creek Improvement District that covers Disney World. Mr. Malefatto, Mr. Lyon and Mr. Morera attended a recent Broward County Legislation Delegation meeting where the SWCD's bill gained support and moved on to be considered by the Government Affairs Committee earlier today, which is a bipartisan Committee. The bill was introduced by Representative Daly and approved unanimously. It will be considered by the full House of Representatives tomorrow, and the State Senate on Friday. If the bill is approved by both houses, it will go to the Governor for signature. The SWCD's bill is in good shape, as there has been no objection or criticism, thus far.

Mr. Morera asked Mr. Malefatto to relay his and the Board's gratitude to Mr. Lyon and Representative Daly for their work on this in Tallahassee.

- B. District Engineer: Craig A. Smith & Associates
- Presentation: Monthly Engineer's Report
 - Mr. Rubio presented the February Report and highlighted the following:
- 96 At a recent field meeting, a project change order (CO) from Rio-Bak (RBC) was presented
- 97 for the Pump Station 1 (PS1). Mr. Mullins is present to answer any questions about the Change
- 98 Order. The CO is \$704,290.
- 99 > The bulk of the work is the revetment system.
- To date, the work completed for the Phase 2B Outfall Canal totals \$2.2 million. This work, upon completion, will bring the final contract price to \$2.9 million.
 - Mr. Rubio and Mr. Smith responded to questions about the timing of the electrical repairs and canal work, the RBC Change Order, fabri-form revetment, sheet pilings, dewatering process and riprap removal and disposal.

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On MOTION by Mr. Ortiz and seconded by Mr. Morera, with all in favor, the
Rio-Bak Change Order for project 21-2182, in the amount of \$704,290, was
approved.

Mr. Rubio presented a proposal from Radise International for structural engineering services during construction.

On MOTION by Mr. Ortiz and seconded by Mr. Morera, with all in favor, the Radise International PS1 Fee proposal, in a not-to-exceed amount of \$5,436, was approved.

• Discussion: FDOT License to Enter District Property for Enhancement

Mr. Rubio presented a License Request from the Florida Department of Transportation (FDOT) for esthetic improvements on Sample Road, near Riverside Drive.

On MOTION by Mr. Ortiz and seconded by Mr. Morera, with all in favor, the License Request from the FDOT, Federal Project ID 4461941, was approved.

Mr. Rubio stated that, after excavation, a potential issue was discovered at the Riverside Drive Bridge. Mr. Smith stated that the excavation work at the bridge is part of the contract.

Referencing slides, Mr. Tom Mullins, of Radise International, stated the additional excavation at the Riverside Bridge deepened the canal under the bridge, decreased the cross-sectional areas and lowered the canal flow, resulting in some improvement in the flow characteristics, such as slowing down the flow and a potential reduction of erosion. Unfortunately, the excavation appears to have created nearly vertical slopes on the side of the canal. The difficulty with that is that, the steeper the slope embankments, the greater the potential for sloughing and sliding of that area. Because of the increase of verticality of that slope, there is a concern that there could be some long-term sloughing.

The following options for the board to consider were presented:

- > Option 1: Do nothing and see how it performs. The risk is higher simply because it is an increased vertical slope and, if it does slough, the sloughing will undermine the footing close to the footing of the canal. Should some sloughing occur, the South Florida Water Management District (SFWMD) would have to make repairs and Broward County might shut it down.
- P Option 2: Radise can line the bottom of the canal with fibra-form and fill it with concrete, which will provide erosion protection in the canal. This is considered an average risk option. The cost is \$160,000.
- Option 3: The least risky option involves removing the vertical slope, which requires cutting a portion of the apron and maybe the entire footing, cutting the slope back and installing a fabri-form covering over the slope and making improvements that increase the stability. This option would remove the potential for sloughing of the slope. This approach will require Staff to prepare graph drawings representing the conditions and submit them to Broward County for review and comments.
- Mr. Selchan favored the option to do nothing, as he did not think the bridge will fall. In his opinion, it does not make sense for the District to correct a problem that it did not create and Options 2 and 3 would not serve any benefit to the operation of the District.
- Discussion ensued regarding which option to employ, bridge safety, sloughing, the footing, potential for litigation, Broward County, material costs and bridge replacement.
- Mr. Ortiz thought the best approach might be to do nothing at this point and revisit this in four or five years.
- Mr. Malefatto stated, from a legal perspective, he would engage with RBC to see if they can fix the perceived problem. If a liability were to occur, the District would likely not escape the liability.
- Mr. Morera stated he does not want to reject Mr. Mullins' recommendation outright; however, based on the discussion, there is not an urgent safety concern.
- The consensus was to take no action until the PS1 project is completed and to keep this item on the agenda.

C. District Engineering Consultant: John McKune

There was no report.

167	D.	District Field Supervisor: Cory Selchan				
168		Mr. Selchan reported the following:				
169	>	The average annual rainfall in the District is 67" to 69" and, in 2022, it was 79", which is				
170	unusu	al.				
171	>	The District received 2.8" of rain in January and, this past weekend, received that				
172	amoui	t in one day.				
173	>	One resident in The Clusters refused to remove obstructions around his home but would				
174	like th	e District to remove part of an overgrown Australian pine tree on his property.				
175		Discussion ensued regarding whether the tree is in the District right-of-way (ROW), the				
176	home	wner's position, safety concerns and the District's policy to remove all materials free of				
177	charge to the resident.					
178		Mr. Morera stated, once the tree location is confirmed, the policy in place will be				
179	enford	ed and the resident has the option to accept or decline it. The District is not responsible				
180	for sel	ective removal of a particular tree while not implementing the agreement that is already				
181	in place. Staff will offer the resident an Option 2 Agreement and proceed from there. The					
182	reside	nt's emails to Management's office will be forwarded to Mr. Malefatto.				
183	E.	District Manager: Wrathell, Hunt & Associates, LLC				
184		• NEXT MEETING DATE: March 8, 2023 at 6:30 PM (Landowners' Meeting and				
185		Regular Meeting)				
186		Ms. Sanchez stated, regarding the Landowners' meeting, Mr. Ortiz's and Mr. Khouri's				
187	terms will be expiring.					
188	Mr. Rubio will prepare a Landowners' Report for the next meeting.					
189	O QUORUM CHECK					
190	The next meeting will be held on March 8, 2023.					
191						
192	NINTE	ORDER OF BUSINESS Public Comments				
193 194		No members of the public spoke.				
195		· ·				
196						

197 198	TENTH ORDER OF BUSINESS Adjournment	
199		
200	On MOTION by Mr. Ortiz and seconded by Mr. Morera, with all in favor, the	
201	meeting adjourned at 8:02 p.m.	
202		_
203		
204		
205		

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

DRAFT

SUNSHINE WATER CONTROL DISTRICT

206

February 8, 2023

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212	Secretary/Assistant Secretary	President/Vice President

DRAFT

SUNSHINE WATER CONTROL DISTRICT

February 8, 2023

STAFF REPORTS BI



March 1, 2023

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)

(March 8, 2023 Board Meeting) February 1, 2023 - March 1, 2023 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 our team 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 March 8, 2023 BOS meeting.

Electrical Repairs at Pump Station Nos. 1 and 2

CAS/SWCD had a kick-off meeting (2.16.23) at PS1 to allow for discussion between Current Connections Inc (CCI) & Rio-Bak Corporation (RBC) to reasonably coordinate work at the station. The canal will be dewatered by RBC for canal work as well as to allow CCI easier access underneath the station for the electrical work.

West Outfall Canal Phase 2B Improvements & Work at PS1

RBC began work on 2.21.23 at PS1. Construction progress photos can be seen at this CAS link <u>SWCD-PS1</u>. A few are shown below. Revetment system shop drawings have been reviewed. CAS communicated with the City Engineer and the Riverside Somerset Academy about the proposed work.











Board of Supervisors – March 8, 2023 Board Meeting

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

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Board of Supervisors - March 8, 2023 Board Meeting

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

Page | 3

Right-of-Way Permitting

Recommendations:

• Recommended is the extension of Florida Power & Light Co.'s ROW Permit No. 2022-11 for 180 days (originally issued on 6.8.22). The permit authorizes the directional bore of 2-6" HDPE Conduit under Canal "MM".

Under Review:

- Amera Downtown Development Co., LLC Sample Road and University Drive: Response to the comments made have not been submitted. Applicant is still working on the compensating storage issues and the legal instrument regarding the existing SWCD canal.
- Foundry Industrial Trailer Parking & Storage (Wiles Road and Sawgrass Expressway): Application submittal has been received and has been reviewed with comments sent to the applicant's engineer.
- FDOT University Dr road widening for 1.5 miles north NW 40th St: Review comments were sent to FDOT on 2.13.23.

Note: The SWCD Engineer's Annual Report will be submitted under a separate document.

As always, 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

VP of Stormwater Engineering

Enclosures: RPL's letter request for Permit Extension, copy of Permit 2022-11.

cc: **SWCD -** Cory Selchan, John McKune, PE (via e-mail)

WHA - Jamie Sanchez, Cindy Cerbone, Daphne Gillyard, Andrew Kantarzhi, Gianna Denofrio, Caryn Kupiec (via e-mail)

RI - Tom Mullin, PE

CAS - Steve C. Smith, PE, (via e-mail)

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STAFF REPORTS BII



February 1, 2022

Sunshine Water Control District 2300 Glades Road STE 410W Boca Raton, Florida 3331-8556

RE: FPL Project Number WR# 9935308 - Permit: 2022-11

I am writing to request a 180-day extension for permit 2022-11 this permit was delayed due to budgetary constraints.

If you should have any questions regarding proposed construction, please contact me at your convenience at 954-327-3118.

Sincerely,

Antonio Padilla

Permit Coordinator II

Power & Light Company

Antonio.Padilla@FPL.com

954-327-3118



Sunshine Water Control District

Permit No. 2022-11

DATE: June 8, 2022

ISSUED TO: Florida Power & Light

Antonio Padilla 7200 NW 4th Street Plantation, FL 33317

SUBMITTED BY: Florida Power & Light

Antonio Padilla 7200 NW 4th Street Plantation, FL 33317

TELEPHONE: Antonio Padilla, (954) 327-3118, Antonio.Padilla@fpl.com

AUTHORIZING: Directional Bore of 2-6" HDPE Conduit – Canals "MM"

PROJECT: Directional Bore of 2-6" HDPE Conduit

LOCATION: South of West Sample Road, crossing under a 70' wide SWCD canal

known as Canal "MM"

County: Broward Section: 18 Township: 48 Range: 41

This permit is issued pursuant to your recent Application for Permit, which was approved by the Board of Supervisors at their Board Meeting held on June 8, 2022. This Application is subject, to the extent set forth hereunder, to the following documents, which are called "permit documents".

All work, construction and use of the facilities of the Sunshine Water Control District (the "THE DISTRICT") permitted hereunder shall be performed in strict compliance with the permit documents and the Permit Criteria Manual heretofore adopted by the THE DISTRICT and as may be hereinafter from time to time amended, changed or revised, said Permit Criteria Manual being expressly made a part and condition of this permit, all regulations of the South Florida Water Management District, the South Florida Building Code, the laws of the United States and State of Florida, and all ordinances, rules, or regulations of the City of Coral Springs and Parkland and Broward County, Florida, as may be amended, replaced, or enacted from time to time. Any departure therefrom shall be grounds for revocation of this permit. A copy of the existing Permit Criteria Manual will be made available to Applicant upon request and any future changes or amendments will be available upon request.

The permittee agrees and understands that this permit is subject to the following:

- 1. If this permit involves the use of a right-of-way which is owned by the District, then, the Applicant acknowledges that the District title to the right-of-way which is the subject matter of this permit is superior in right, title or dignity to the permit granted to the Applicant, and the Permittee's successors and assigns shall attorn their interest under this permit to the district's title to this right-of-way. This permit is subject to the right of condemnation of the right-of-way held by the District by any other authorized governmental agency; is further subject to the right of reversion held by the grantors of the right-of-way; and is subject to the continued existence of the District.
- This permit is not an exclusive permit and no leasehold or exclusive right is granted to the Permittee hereunder. To the extent that this permit touches or affects a District's right-of-way, then the Permittee acknowledges that this permit may be subject to the rights of other Permittee's to utilize the lands of the right-of-way. It is the obligation of the Permittee to conduct any and all surveys, title examinations, examinations of public records, ascertain the whereabouts of any other improvements located in the right-of-way before commencing any construction in the right-of-way.
- 3. Should Permittee violate the terms of this Permit it may be cancelled at the option of the District without notice or waiting period.
- 4. Should this permit involve the use of a District right-of-way, it is limited solely to the area depicted in the permit documents and does not extend to any other landowner used by the District.
- 5. Except as specifically permitted herein by the permit documents, no other improvements shall be constructed.
- 6. In the event the improvements authorized by this Permit are defectively constructed or are improperly maintained or negligently operated so as to endanger or damage adjacent property owners' improvements, or damage or endanger the water control

installations owned or possessed by the District, or the Permittee discharges any hazardous materials or otherwise impedes or degrades the physical condition and functioning of the water control operations of the District, the District may, at its option, cancel this Permit.

- 7. The District shall have the right to employ engineers or other specialists to determine the necessary costs of cleaning up any pollutants, hazardous materials or other materials which may impede or degrade the District's waterways, to determine the necessary repairs to an installations, or to correct the operating procedures of the Permittee in order to restore the District's water control installation, and thereafter to require the Permittee to pay for any clean up costs or repairs, together with any engineering and other specialist's costs, or any legal or other costs incurred by the District. Should the Permittee decline to perform the clean up work, make said repair or enact new operating procedures, the District may have said cleanup work accomplished, or said repairs made at the cost of the Permittee. Upon the completion of said clean up or repairs, the District shall provide a Permittee with a notice in writing sent by United States prepaid certified mail. This notice shall detail the cost incurred by the District, including any and all necessary engineering, specialist or legal costs in connection therewith to that date. The Permittee shall have thirty days from date thereof in which to reimburse the District. In the event that the Permittee does not reimburse the District within said thirty day period, the District shall have the right to recover all of said costs incurred by it, including any engineering and specialist costs, or any attorney's fees or legal costs incurred in a court of competent jurisdiction, together with any and all court costs incurred, and a reasonable attorney's free fee for all legal services rendered in the said court of original jurisdiction, or any appellate court.
- 8. This permit may be cancelled in the event that the Permittee does not submit to the District a Construction Completion/Construction Certificate on forms approved by the District, executed by its engineer supervising the construction called for by this permit within 180 days from date hereof certifying that the work and construction contemplated by this permit has been completed according to the attached specifications and the requirements and minimum standard of construction referred to above, together with an "AS-BUILT" plan, signed by the Permittee's engineer or architect. The Board of Supervisors may extend the time for completion of said construction and the delivery of the aforementioned certificate.
- 9. In the event the structure being constructed pursuant to this permit is a structure of a type which will be dedicated to the public, such as a bridge, roadway over a culvert, or other type of easement or use dedicated to the public, the District shall have the right to require the Permittee upon completion of said structure and dedication of the same to the public to assign this permit to the governmental body having jurisdiction over the structure so dedicated. It will also be the responsibility of the Permittee to secure the acceptance of said assignment by the appropriate governmental body indicating their agreement to accept the assignment of this permit and to further agree to abide by the

- rules and regulations of the District, the conditions of this permit and to maintain the structure, or structures, so assigned to said governmental body of no cost to the District.
- 10. Permittee will not do or permit any act or thing to be done that is the subject of this permit which will subject the District, its employees, or its supervisors to any liability or responsibility for injury or damage to persons or property or subject it to responsibility for a violation of laws, and will exercise such control over its construction or the area of its permit so as to fully protect the District, its employees, and its supervisors against these possibilities. Permittee will defend, indemnify and save the District, its employees, and supervisors harmless against any and all liabilities, suits, obligations, fines, damages, judgments, assessments, penalties, claims, costs, charges, expenses, including without limitation, court costs, deposition fees, investigative fees, expert fees and attorney's fees, which the District, its employees and its supervisors may incur as a result of claims, lawsuits, administrative proceedings, governmental prosecution or legislative claim's bills arising out of the Permittee's use of this permit whether at trial or upon appeal. This obligation to indemnify and hold harmless shall exist whether the acts complained of were caused by Permittee, its agents, servants, employees, independent contractors or other third parties or were caused by the condition of the District's right-of-way. Additionally, Permittee shall permit no liens to be filed against the right-of-way, and shall at its own cost and expense, bond off the same and indemnify and hold the District harmless from any and all liability, suites, obligations, damages claims, costs, charges and expenses, including without limitation, court costs, investigative fees, deposition fees, engineer's fees, architect's fees, attorney's fees incurred by the District in resisting such a claim or defending such a lien, whether the same be before trial, at trial or at an appellate level.
- 11. Should this permit involve a right-of-way of the District, Permittee accepts the right-of-way that is the subject of this permit, to the extent this involves use of a right-of-way, in an "as-is" "where-is" condition, and acknowledges that no representations, statements, warranties, or affirmations concerning these lands or their suitability have been given by the District to Permittee and that Permittee has made its own independent analysis of the suitability of accepting this permit and utilizing any right-of-way that is the subject matter of this permit.
- 12. Notwithstanding the requirement for indemnity contained herein, nothing shall enlarge the governmental immunity granted unto the District by the laws of the State of Florida. Notwithstanding the District's governmental immunity, the indemnity provisions contained in this Agreement shall also provide for, under the same terms, indemnity in the event of any claims or proceeding in front of the Legislature of the State of Florida, and Permittee shall be obligated in accordance with its indemnity agreement to indemnify and hold harmless the District for any claim's bill proceeding brought in the State of Florida and for any claim's bill imposed against the District in such a proceeding.

- 13. This Agreement shall be governed in accordance with the laws of the State of Florida and venue shall be in Broward County.
- 14. This permit cannot be recorded in the Public Records of Broward County, Florida. In the event that it is recorded in the Public Records of Broward County, Florida by Permittee, then Permittee shall pay all costs and fees incurred in removing that from the Public Records of Broward County, Florida, and shall agree to execute any and all documents necessary to remove the same. If anybody not party to this permit, records this permit in the Public Records, the parties agree to execute the documents necessary to remove this from the Public Records.
- 15. This Permit shall not convey to Permittee any property rights nor any rights of privileges other than those specified herein, nor relieve the Permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by Permittee hereunder shall remain the property of the Permittee unless otherwise provided immediately below.
- 16. This Permit shall not be considered permanent but is subject to cancellation for any of the foregoing reasons, or for a violation of any policies of the District or of the special conditions set forth in this permit.

STANDARD CONDITIONS ARE AS FOLLOWS:

- In the event the SUNSHINE WATER CONTROL DISTRICT wishes to obtain the ingress or egress to its property, easement or right of way affected by the permit issued pursuant to this application for any lawful District purpose, including but not limited to maintenance of any lake, canal or related water management infrastructure, the removal, demolition and reconstruction, if any, of the proposed work or structure permitted hereunder shall be at the sole expense of the owner or the owner's successors or assigns.
- 2. PERMITTEE, by acceptance of the permit, covenants and agrees that the SUNSHINE WATER CONTROL DISTRICT shall be promptly indemnified, defended, protected, exonerated, and saved harmless by the Permittee from and against all expenses, liabilities, claims, demands, and proceedings incurred by or imposed on said District in connection with any claim, proceeding, demand, administrative hearing, suit, appellate proceeding, or other activity; including unfounded or "nuisance" claims, in which the District may become involved, or any settlement thereof, arising out of any operations under this permit, including use of canal water for irrigation purposes, damage to landscaping, paint damage to automobiles, buildings, or other structures, and any property damage or personal injuries, fatal or non-fatal, of any kind or character.

3. PERMITTEE agrees that during the course of construction, no debris will be placed into the waterways of the District.

SPECIAL CONDITIONS ARE AS FOLLOWS:

- 1. All work must be in compliance with the latest SWCD Permit Criteria Manual.
- 2. Permittee will ensure that all necessary Sediment & Erosion Control devices will be utilized at the SWCD right-of-way during construction.
- Trash bond (\$2,500) shall be submitted prior to permit issuance and the Contractor shall repair and replace any SWCD facilities damaged during construction at no cost to the District.
- 4. A copy of Record As-builts and Engineer Certification shall be provided to SWCD upon completion of all work.
- 5. All applicable permits and approvals for Work shall be obtained.
- 6. All disturbed areas are to be restored.
- 7. SWCD shall be notified at least 48 hours prior to construction.

Date Issued: June 8, 2022 Sunshine Water Control District

Βv

Craig A. Wrathell District Manager

By acceptance of this permit, the Permittee agrees to all the terms and conditions therein, and the policies of Sunshine Water Control District as set forth in the Permit Procedures Minimum Construction Standards and Stormwater Management Design Criteria booklet.

Exhibit C

MAINTENANCE OF SURFACE WATER MANAGEMENT SYSTEMS

The efficiency of a surface water management system will normally decrease over time unless the system is periodically maintained. A significant reduction in flow capacity can usually be attributed to partial blockages of the conveyance system. Once flow capacity is compromised, flooding of the project may result. The following is a list of maintenance items that should be performed as necessary in order to ensure that the surface water management system operates as designed. This list, or one similar in nature, should be given to the property/homeowners' association at the time they accept responsibility for operation and maintenance of the surface water management system.

SWALES

Once a grassed sale has been constructed properly, the only routine maintenance required is mowing. Additional work may be required since it is normal for the bottom of the swale to fill in slowly over time due to the accumulation of particulate matter settling out of the stormwater runoff. The centerline elevation of the swale should be maintained no higher than the minimum elevation of any upstream driveway aprons through the swale.

The optimum time to inspect the grade of a swale is during a rainfall event immediately after the swale has been mowed. If the swale bottom is too high, it can cause water to be ponded upstream. Water can also accumulate if the bottom of the swale is significantly lower than the elevation of any downstream aprons. Ponded water is not necessarily bad, unless soil conditions hinder percolation. If percolation is poor, swale maintenance is critical for property operation of the drainage system.

Certain common practices can actually accelerate the need for swale maintenance. When a swale is planted with trees and shrubs, the plantings can impact the treatment volume and the rate of flow. Shrubs and tress placed in swales should be along the swale edges as opposed to along the centerline.

In many areas, individuals park vehicles within the swales. This practice can be detrimental in several ways. Petroleum products leaking from motor vehicles parked in swales can enter the water management system. If the grass dies from exposure to these products, soil erosion can result. Eroded areas should be re-sodded as soon as possible. In addition to contamination, the weight of a vehicle can alter the grade of the swale if the ground is saturated. If this occurs, the proper grade can usually be easily reestablished while the ground is still soft.

STORMWATER INLETS

Most stormwater inlets are fitted with a grate to prevent the introduction of debris into the stormwater pipe system. The grates should be inspected periodically and any accumulated debris removed. Over a period of time, sediment can build up within the bottom of inlet structures. If the sediment is not removed, it can migrate into the pipe system. Sediment can be easily removed from the inlet structure, but once it begins to build up in the pipe system, flushing or vacuuming may be required in order to remove it.

DETENTION/RETENTION AREAS

All pipe entrances and exits should be inspected to ensure that they are not buried beneath debris, soil or vegetation. Any blockage should be removed. If any bare soil is exposed, it should be stabilized (such as with sod, etc.) to prevent erosion. Dry water management areas should be mowed regularly. Water control structures should be inspected to ensure that any v-notches, slots, orifices or other control devices are not blocked by debris.

CULVERTS

The ends of culverts need to remain clear of blockages. If the culvert is crushed, it should be restored to originally dimensions. Corrugated metal pipe culverts can rust over time. This is usually evident by the creation of a small depression immediately above the faulty pipe. The depression is caused by soil falling into the pipe. If the depression is filled, it will continue to reappear. When this situation occurs, the pipe should be excavated and repaired or replaced, depending on the extent of the corrosion.

OUTFALL STRUCTURES

Each outfall structure (also called the discharge control structure) and associated baffles or other trash collectors should be periodically inspected to ensure it is neither blocked by debris nor in need of repair. Any blockages should be removed. Structure elevations and dimensions should be annually compared to current permit information and restored to permitted conditions if needed.

STAFF REPORTS E

BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE

LOCATION

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

² Sartory Hall, 10150 NW 29 St., Coral Springs, Florida 33065

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 12, 2022	Degular Mashing	6.20 DM
October 12, 2022	Regular Meeting	6:30 PM
November 9, 2022 CANCELED	401(a) Committee Meeting	6:00 PM
WEATHER RELATED		
November 9, 2022 CANCELED	Regular Meeting	6:30 PM
WEATHER RELATED		
December 7, 2022*	Regular Meeting	6:30 PM
December 16, 2022	401(a) Committee Meeting	10:00 AM
January 11, 2023	Regular Meeting	6:30 PM
February 8, 2023 ²	Regular Meeting	6:30 PM
March 8, 2023 ²	Landowners' Meeting & Regular Meeting	6:30 PM
April 12, 2023 ²	Regular Meeting	6:30 PM
April 12, 2023	Regular Meeting	0.301111
May 10, 2023 ²	Regular Meeting	6:30 PM
June 14, 2023 ²	Regular Meeting	6:30 PM
July 12, 2023 ²	Regular Meeting	6:30 PM
August 9, 2023 ²	Regular Meeting	6:30 PM
September 13, 2023 ²	Public Hearing & Regular Meeting	6:30 PM

Exception:

^{*}December meeting is one week earlier to accommodate Coral Springs Holiday Parade