Sunshine
Water Control District

REGULAR MEETING
AGENDA

January 9, 2019

Sunshine
Water Control District

December 28, 2018

ATTENDEES:
PLEASE IDENTIFY YOURSELF EACH TIME YOU SPEAK TO FACILITATE ACCURATE TRANSCRIPTION OF MEETING MINUTES.

Board of Supervisors
Sunshine Water Control District

Dear Board Members:

A Regular Meeting of the Sunshine Water Control District's Board of Supervisors will be held on Wednesday, January 9, 2018, at 6:30 p.m., at Sartory Hall, located in Mullins Park, 10150 NW 29 St. (Ben Geiger Drive), Coral Springs, Florida 33065. The agenda is as follows:

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Update: West Outfall Canal (WOFC) Project
5. Consideration of Obstruction Removal Agreement/Fence Encroachment Determination/Permit Application Request
6. Approval of Unaudited Financial Statements as of November 30, 2018
7. Approval of Minutes
   - A. November 14, 2018 Regular Meeting
   - B. December 5, 2018 Regular Meeting
8. Supervisors' Communications
9. Staff Reports
   - A. District Counsel: *Lewis, Longman & Walker, P.A.*
     - Proposed Legislation by the Broward County Legislative Delegation
   - B. District Engineer: *Craig A. Smith & Associates*
     - Monthly Engineer's Report
   - C. District Engineering Consultant: *John McKune*
   - D. District Field Supervisor: *Cory Selchan*

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

- NEXT MEETING DATE: February 13, 2019 at 6:30 P.M.

10. Adjournment

Should you have any questions, please contact me directly at (561) 346-5294.

Sincerely,

Cindy Cerbone
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE
Call-in Number: 1-888-354-0094
Conference ID: 8518503

SUNSHINE
WATER CONTROL DISTRICT

5

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 1ST day of JAN, 2019, by and between Daryll L. Zelke and Catherine Cruz (hereinafter referred to as "Owners") whose address is 10215 NW 31 Street, Coral Springs, Florida 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:

SPRINGS PARK 77-2 B LOT 1 W 46.25 BLK B (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 obstruction 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 with 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.

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

OWNER:

Owner Signature — Daryll Zelke (Owner Name (Printed))

Owner Signature — Catherine Cruz (Owner Name (Printed))

WITNESS:

Witness Signature — Ernesto Maluff Jr. (Witness Name (Printed))

Witness Signature — Colleen Lane (Witness Name (Printed))

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 1ST day of January, 2019, by Daryll Zelke + Catherine Cruz of who is/are 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:

NOTARY PUBLIC STATE OF FLORIDA

Miguel A. Fernandez
Commission # GG175420
Expires: February 12, 2022
Bonded thru Aaron Notary

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:

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

FENCE ENCROACHMENT AGREEMENT

THIS AGREEMENT made and entered into this 15 day of JAN, 2016, by and between Daryll L. Zelke and Catherine Cruz (hereinafter referred to as "Owners") whose address is 10215 NW 31 Street, Coral Springs, Florida, 33065 and the SUNSHINE WATER CONTROL DISTRICT (hereinafter referred to as "District") whose address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

WITNESSETH:

WHEREAS, Owners hold title to a certain parcel of real estate more particularly described as:

SPRINGS PARK 77-2 B LOT 1 W 46.25 BLK B

WHEREAS, the Property is encumbered by a certain maintenance easement (hereinafter referred to as the "Maintenance Easement"), such Maintenance Easement being for the benefit of the District and its drainage system; and

WHEREAS, the Owners desires to install a fence within the Maintenance Easement identified below pursuant to the terms and conditions of this Agreement;

NOW THEREFORE, for and in consideration of the covenants and restrictions set forth herein, District and Owners hereby agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. For purposes of this Agreement, "obstructions" shall be defined as all vegetation and all structures located on District property that prevent or disrupt required maintenance and/or may present a threat to human life, property, public health and safety. The District shall have sole discretion to determine what constitutes an obstruction pursuant to this Agreement.

3. The District shall allow Owners to install a fence within the Maintenance Easement as more specifically depicted on Attachment A hereto (hereinafter referred to as the "Encroachment"). Owners must obtain a fence permit from the District's Board of Supervisors prior to installing the fence.

4. There is currently a palm tree in the District's right-of-way ("ROW"). Owners must remove this obstruction from the District's ROW prior to the fence permit going before the District's Board of Supervisors for approval.

5. If the District notifies Owners that they are in material breach of this Agreement by failing to remove an obstruction from the District ROW or Maintenance Easement or performing required maintenance and Owners fail to remedy the identified breach by removing the obstruction or performing the required maintenance within thirty (30) days of receipt of notice, the District shall take all necessary steps to resolve the obstruction. Owners 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. The District reserves the right, at any time, to require the removal of all or some of the Encroachment from the Maintenance Easement if, in the judgment of the District, removal of the Encroachment is necessary for any reason to ensure proper maintenance of and/or improvements to the District Maintenance Easement for any lawful purpose of the District, including, but not limited to life, health and public safety.

7. If the District determines that the Encroachment must be removed for any reason pursuant to this Agreement, it shall notify Owners in writing of its determination. Owners, at its expense, shall remove the Encroachment within thirty (30) days of receipt of notice from the District. Should the Encroachment not be removed by the Owners, the District shall remove said Encroachment and assess the Owners for cost of removing same, including all administrative and legal fees incurred.

8. In consideration of the District's consent to the Owners' Encroachment upon the Maintenance Easement, Owners hereby agree that in the event that the District determines it is necessary to construct, maintain, repair, remove or replace any facilities of the District located within or to be located within the Maintenance Easement, and should such work require the removal or relocation of the Encroachment in whole or part, such removal and replacement may be done by District or its agents or subcontractors at the sole cost and expense of the Owners.

9. In further consideration of the District's consent to the Owners' Encroachment upon the Maintenance Easement, Owners hereby agree to grant District limited access across Owners property for the purpose of allowing District and its employees, contractors and agents access to the Maintenance Easement for the purpose of maintenance, storm debris clearance, repair or improvement. Owners shall at all times provide a clear and unobstructed way of access across Owners' property to the District for these purposes. If such access is blocked by the Encroachment, the District shall have full and immediate access to those portions of Owners' property required for the purpose of proceeding with needed actions. The District will proceed with as little damage to the property as possible. The cost of repairing any damage to the property caused by utilizing the access will be borne by the Owners.

10. This Agreement shall be binding upon the Owners, their 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 Owners 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.

11. Owners, their successors, heirs, and assigns, hereby agree 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 existence of the Encroachment within the Maintenance Easement, Owners' use and maintenance of the Encroachment, District's removal of obstructions within the Maintenance Easement and/or Owners' subsequent maintenance of the Maintenance Easement. Owners agree to conduct all activities pursuant to this agreement in accordance with all applicable laws, regulations and approvals and it shall be Owners' sole responsibility to ensure the same.

12. Owners' compliance with this Agreement does not relieve Owners of obtaining any other permits or authorizations required by the City of Coral Springs, the State of Florida, or any other governmental agency.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Owners have executed this Agreement as of the date first above written.

OWNERS:

Daryll Zelke
Owner's Signature

Daryll Zelke
Owner's Name (Printed)

Catherine Cruz
Owner's Signature

Catherine Cruz
Owner's Name (Printed)

WITNESS:

Witness Signature

Ernesto Maluff Jr.
Witness Name (Printed)

Colleen Lane
Witness Signature

Colleen Wade
Witness Name (Printed)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 1ST day of January, 20 19, by Daryll Zelke + Catherine Cruz of who is/are 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:

Miguel A. Fernandez
Commission # GG175420
Expires: February 12, 2022
Bonded thru Aaron Notary

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:

ATTACHMENT A

Property Survey with proposed fence location

Sunshine
Water Control District

APPLICATION FOR PERMIT

TO: BOARD OF SUPERVISORS
SUNSHINE WATER CONTROL DISTRICT
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

1. PROPOSED USE OF DISTRICT FACILITY: 124' OF 4' CHAIN LINK FENCE, TWO 4'X4' GATES

2. LOCATION OF WORK: 10215 NW 31st STREET CORAL SPRINGS, FL 33065

SPRINGS PARK (Subdivision) | 1 (Lot No.) | B (Block No.)

Section: _____ Township: _____ Range: _____

3. DISTRICT WORKS INVOLVED IN PROPOSED CONSTRUCTION OR USE: _____

4. NAME, ADDRESS, PHONE AND FAX OF OWNER OF PROPOSED WORK OR STRUCTURE:
DARRYL ZELKI
SAME

5. NAME, ADDRESS, PHONE AND FAX OF APPLICANT OTHER THAN OWNER (If any):
ZEPCO FENCE (954) 410-9570
8120 NADMAR AVENUE, BOCA RATON, FL 33434
FAX (561) 717-4311

6. AREA PROPOSED TO BE SERVED: (Give property description sufficient for identification, including size in acres, and **attaching survey or property sketch**).

7. This application, including sketches, drawings or plans and specifications attached, contains a full and complete description of the work proposed or use desired of the above described facilities of the District and for which permit is herewith applied. It shall be part of any permit that may be issued. It is agreed that all work or the use of the District's facilities involved will be in accordance with the permit to be granted and with the Permit Criteria Manual heretofore adopted by the District, which have been examined and are understood by the applicant and as the same may be hereafter from time to time amended, changed or revised and which (it is further understood) shall be incorporated in reference as a part of any permit which may be granted.

STANDARD CONDITIONS ARE AS FOLLOWS:

1. If this Permit involves the use of a right-of-way which is owned by the District, then, the Permittee 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 Permittee, 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.

2. This Permit is not an exclusive permit and no leasehold or exclusive right is granted to the Permittee hereunder. To the extent that the permitted activity 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 right-of-way. It is the obligation of the Permittee to conduct any and all surveys, title examinations, examinations of public records, to 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 revoked 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 not included in the permit 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 Works of 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, revoke this Permit.

7. The District shall have the right to employ engineers or other consultant's 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 any Works of the District, or to correct the operating procedures of the Permittee in order to restore the District's Works. The Permittee shall be responsible to pay for any cleanup costs or repairs, together with any engineering or other consultant's costs, or any legal or other costs incurred by the District. Should the Permittee decline to perform any required cleanup work or repairs 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 cleanup or repairs, the District shall provide the Permittee with a notice detailing the cost incurred by the District, including any and all necessary engineering, consultant or legal costs in connection therewith to that date. The Permittee shall have thirty days from the date of the notice 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 assess the

permittee to recover all of said costs incurred by it, including any engineering and consultant costs, or any attorney's fees or legal costs incurred.

8. This Permit may be revoked 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 improvement being constructed pursuant to this Permit is an improvement of a type which will be dedicated to the public, such as a bridge, roadway over a culvert, or other type of improvement dedicated to the public, the District shall have the right to require the Permittee upon completion of said improvement and dedication of the same to the public to assign this Permit to the governmental body having jurisdiction over the improvement 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 which will subject the District, its employees, its supervisors, engineers or consultants to any liability or responsibility for injury or damage to persons or property or subject the District to responsibility for a violation of laws. Permittee will exercise control over its construction or the area of its permit so as to fully protect the District, its employees, its supervisors, engineers and consultants from such liability. Permittee will defend, indemnify and save the District, its employees, and supervisors, engineers and consultants 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, engineers and consultants may incur as a result of any 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. Additionally, Permittee shall permit no liens to be filed against any District real property or 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, suits, 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 defending such a claim, 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 indemnification as 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 Permit shall be governed in accordance with the laws of the State of Florida and venue shall be in Broward County.

14. This Permit shall not 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 the permit 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 Permittee shall execute the documents necessary to remove the permit from the Public Records.

15. This Permit shall not convey to Permittee any property rights nor any rights or privileges, nor relieve the Permittee from complying with any state, federal or other applicable law, regulation or requirement. All structures and works installed by Permittee hereunder shall remain the property of the Permittee unless otherwise provided immediately below.

16. In the event the District wishes to obtain the ingress or egress to its property, easement or right-of-way affected by this Permit, for any lawful District purpose, including but not limited to maintenance of any lake, canal or other Works of the District, any removal, demolition or reconstruction of the proposed work or structure permitted hereunder shall be at the sole expense of the owner or the owner's successors or assigns.

17. Permittee agrees that during the course of construction of the permitted activity, no debris will be placed into the waterways of the District.

    For this purpose Permittee has submitted a check for a Trash Bond in the amount of Two Thousand Five Hundred Dollars ($2,500.00) which Permittee agrees to forfeit if debris is found to have been placed into the District's waterways or damage has occurred to the District Works. Said determination to be at the sole discretion of the District and is acknowledged by Permittee to represent both actual and punitive damages for violating the provisions of this Permit and, further, the provisions of Chapter 298, Florida Statues. If the $2,500.00 has been forfeited due to debris or damage and if construction of the facilities called for in this Permit have not been completed within 180 days, an additional Two Thousand Five Hundred Dollars ($2,500.00) will be submitted by Permittee to cover possible future occurrences of discharging debris into the District's waterways. Upon final completion of the project and acceptance by the District, the unused portion of the Trash Bond will be returned to the Permittee.

18. District permits are revocable for Permittee's failure to comply with the terms and conditions of the Permit, or the District's Policies and Procedures. If the Permittee fails to take any action required by the terms and conditions of the permit, after due notice to the Permittee, the District may take the required action and assess the Permittee for the full cost of such action.

SPECIAL CONDITIONS WILL BE ADDED WHEN APPLICABLE:

Submitted this 18 day of December, 2018

Company and/or Owner: ZEPCO Fresno

By: [signature]

Name: SHERRY ZEPATOS

Title: VP

BOARD OF SUPERVISORS
Reviewed and approved by Board meeting held:

ZEPCO INSTALLS
8120 NADMAR AVE
BOCA RATON FL 33434-6316

3549

63-4/630 FL
24202

DATE 12/17/18

PAY TO THE ORDER OF Sunshine Water Control District $ 350 00/100

Three Hundred Fifty 00/100 DOLLARS

Photo Safe Deposit

Bank of America

ACH R/T 063100277

FOR ZELK1

⑈003549⑈ ⑆063000047⑆ 898064427459⑈

Estimate

ZEPCO FENCE, INC.

Licensed & Insured
#99-9238FX

PROPOSAL/AGREEMENT FOR:

DATE: 8/2/18

NAME: Daryll Zelki

ADDRESS: 10215 NW 31st st — Springs Park

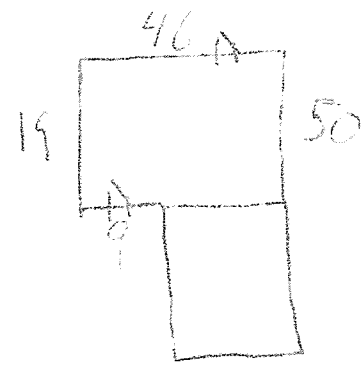
CITY/STATE/ZIP: Coral Springs — Lot 1

PHONE: 954 695 9679 CELL: NW 101st Lane

EMAIL:

Description of Work: Contractor will furnish all materials and perform all labor in a good, workmanlike and substantial manner for the following described project upon the above described property:

- 124 ft of 4ft high black chainlink fence All posts set in 24in of concrete fence comes w/ top rail and bottom tension cable.
- 2 4ft wide gates
-



Payment Schedule:

Owner will pay the contractor the sum of $ 2,600 in installments as follows:

Date	Terms	Amount of Payment
	Deposit	$ 800 check
	Balance Due Upon Completion	$
	Permit Fees *(permit fees are extra)*	$
		$

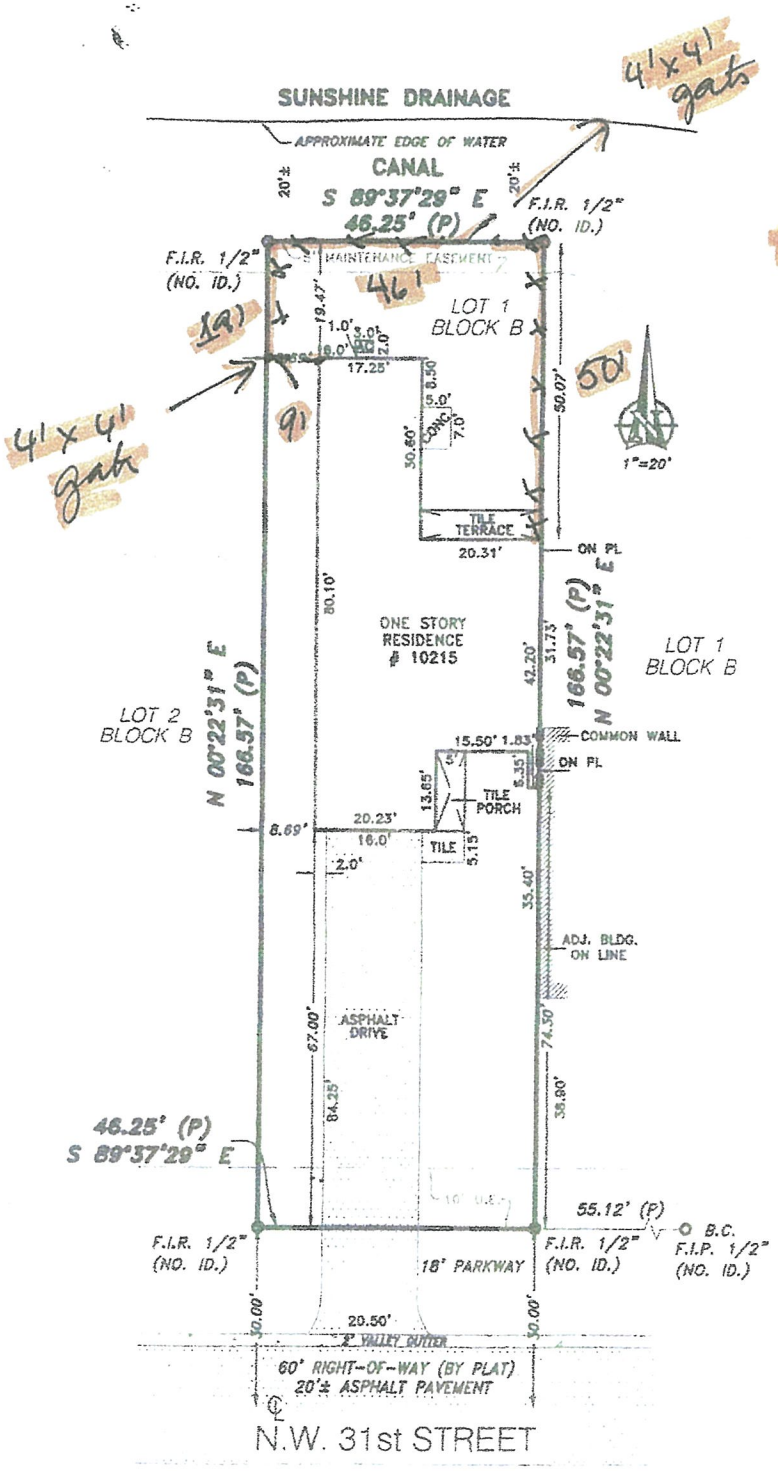
By

I have read and accept this agreement

Owner's Signature Date

Plan Approval Date

954-410-9570 ▲ Fax 561-883-3001 ▲ www.zepcofence.com ▲ zzepco@aol.com



Accepted By: _____

Property Address:
10215 N.W. 31 Street
Coral Springs, FLORIDA 33065

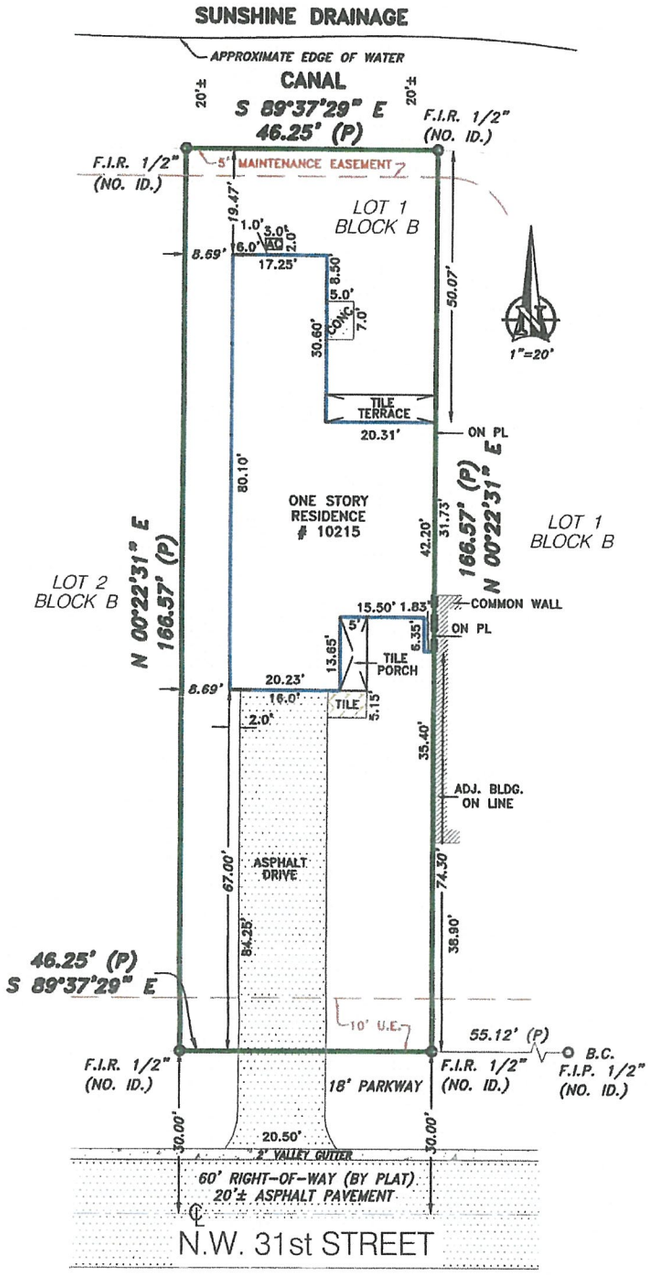
Notes: DRIVEWAY ENCROACHES INTO EASEMENT ALONG SOUTH LOT LINE.

Ordered By:

NLT Nationwide LAND TITLE

Proudly Serving the Florida Real Estate Community for Over 20 Years

WWW.MELANDSERVICES.COM



Accepted By: _____

Property Address:
10215 N.W. 31 Street
Coral Springs, FLORIDA 33065

Notes: DRIVEWAY ENCROACHES INTO EASEMENT ALONG SOUTH LOT LINE.

SURVEYOR'S CERTIFICATION: I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION. THIS COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS, AS SET FORTH BY THE STATE OF FLORIDA BOARD OF PROFESSIONAL LAND SURVEYOR'S IN CHAPTER 5J-17-051 THROUGH 5J-17-052, FLORIDA ADMINISTRATIVE CODE PURSUANT TO 472.027 FLORIDA STATUES.

SIGNED _____ **FOR THE FIRM**
EFRAIN LOPEZ
STATE OF FLORIDA **P.S.M. No. 6792**

PROFESSIONAL SURVEYOR & MAPPER STATE OF FLORIDA

NOT VALID WITHOUT AND AUTHENTICE ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL AND/OR THIS MAP IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A LICENSED SURVEYOR AND MAPPER.

M.E. Land Surveying, Inc.
10665 SW 190th Street
Suite 3110
Miami, FL 33157
Phone: (305) 740-3319
Fax: (305) 669-3190
LB#: 7989

ME LAND

Surveyor's Legend

	PROPERTY LINE
	STRUCTURE
	CONC. BLOCK WALL
—X—X—	CHAIN-LINK FENCE OR WIRE FENCE
—/—/—/—	WOOD FENCE
—o—o—	IRON FENCE
	EASEMENT
	CENTER LINE
	WOOD DECK
	CONCRETE
	ASPHALT
	BRICK / TILE
	WATER
	APPROXIMATE EDGE OF WATER
	COVERED AREA
	TREE
	POWER POLE
	CATCH BASIN
C.U.E.	COUNTY UTILITY EASEMENT
I.E./E.E.	INGRESS / EGRESS EASEMENT
U.E.	UTILITY EASEMENT

FND	FOUND IRON PIPE / PIN AS NOTED ON PLAT
LB#	LICENSE # - BUSINESS
LS#	LICENSE # - SURVEYOR
CALC	CALCULATED POINT
SET	SET PIN
▲	CONTROL POINT
■	CONCRETE MONUMENT
	BENCHMARK
ELEV	ELEVATION
P.T.	POINT OF TANGENCY
P.C.	POINT OF CURVATURE
P.R.M.	PERMANENT REFERENCE MONUMENT
P.C.C.	POINT OF COMPOUND CURVATURE
P.R.C.	POINT OF REVERSE CURVATURE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.C.P.	PERMANENT CONTROL POINT
M	FIELD MEASURED
P	PLATTED MEASUREMENT
D	DEED
C	CALCULATED
L.M.E.	LAKE OR LANDSCAPE MAINT. ESMT.
R.O.E.	ROOF OVERHANG EASEMENT

B.R.	BEARING REFERENCE
△	CENTRAL ANGLE OR DELTA
R	RADIUS OR RADIAL
RAD.	RADIAL TIE
N.R.	NON RADIAL
TYP.	TYPICAL
I.R.	IRON ROD
I.P.	IRON PIPE
N&D	NAIL & DISK
PK NAIL	PARKER-KALON NAIL
D.H.	DRILL HOLE
Ⓦ	WELL
	FIRE HYDRANT
Ⓜ M.H.	MANHOLE
O.H.L.	OVERHEAD LINES
TX	TRANSFORMER
CATV	CABLE TV RISER
W.M.	WATER METER
P/E	POOL EQUIPMENT
CONC.	CONCRETE SLAB
ESMT	EASEMENT
D.E.	DRAINAGE EASEMENT
L.B.E.	LANDSCAPE BUFFER EASEMENT
L.A.E.	LIMITED ACCESS EASEMENT

TEL.	TELEPHONE FACILITIES
U.P.	UTILITY POLE
E.U.B.	ELECTRIC UTILITY BOX
SEP.	SEPTIC TANK
D.F.	DRAINFIELD
A/C	AIR CONDITIONER
S/W	SIDEWALK
DWY	DRIVEWAY
SCR.	SCREEN
GAR	GARAGE
ENCL.	ENCLOSURE
N.T.S.	NOT TO SCALE
F.F.	FINNISHED FLOOR
T.O.B.	TOP OF BANK
E.O.W.	EDGE OF WATER
E.O.P	EDGE OF PAVEMENT
C.V.G.	CONCRETE VALLEY GUTTER
B.S.L.	BUILDING SETBACK LINE
S.T.L.	SURVEY TIE LINE
℄	CENTER LINE
R/W	RIGHT-OF-WAY
P.U.E.	PUBLIC UTILITY EASEMENT
C.M.E.	CANAL MAINTENANCE EASEMENT
A.E.	ANCHOR EASEMENT

Property Address:

10215 N.W. 31 Street
Coral Springs, FLORIDA 33065

Flood Information:

Community Number: 120033
Panel Number: 12011C0145H
Suffix: H
Date of Firm Index: 08/18/2014
Flood Zone: X
Base Flood Elevation:
Date of Field Work: 04/04/2018
Date of Completion: 04/05/2018

General Notes:

1.) The Legal Description used to perform this survey was supplied by others.
This survey does not determine or is not to imply ownership
2.) This survey only shows above ground improvements.
Underground utilities, footings, or encroachments are not located on this survey map
3.) If there is a septic tank, well, or drain field on this survey,
the location of such items was shown to us by others and the information was not verified.
4.) Examination of the abstract of title will have to be made to determine recorded instruments, if any, effect this property.The lands shown herein were not abstracted for easement or other recorded encumbrances not shown on the plat
5.) Wall ties are done to the face of the wall.
6.) Fence ownership is not determined.
7.) Bearings referenced to line noted B.R
8.) Dimensions shown are platted and measured unless otherwise shown.
9.) No identification found on property corners unless noted.
10.) Not valid unless sealed with the signing surveyors embossed seal.
11.) Boundary survey means a drawing and/or graphic representation of the survey work performed in the field, could be drawn at a shown scale and/or not to scale
12.) Elevations if shown are based upon NGVD 1929 unless otherwise noted
13.) This is a BOUNDARY SURVEY unless otherwise noted.
14.) This survey is exclusive for the use of the parties to whom it is certified. The certifications do not extend to any unnamed parties.
15.) This survey shall not be used for construction/permitting purposes without written consent from the land surveyor who has signed and sealed this survey.

Legal Description:

The West 46.25 of Lot 1, in Block B, of SPRINGS PARK, according to the plat thereof, recorded in Plat Book 77, at Page 2, of the Public Records of Broward County, Florida.

Printing Instructions:

While viewing the survey in any PDF Reader, select the File Drop-down and select "Print". Select a color printer, if available; or at least one with 8.5" x 14" (legal) paper.
Select ALL for Print Range, and the # of copies you would like to print out.
Under the "Page Scaling" please make sure you have selected "None".
Do not check the "Auto-rotate and Center" box.
Check the "Choose Paper size by PDF" checkbox, then click OK to print.

Certified To:
Daryll I. Zelke and Catherine Cruz
Nationwide Land Title
Westcor Land Title Insurance Company
Guaranteed Rate, Inc.
its successors and/or assigns as their interest may appear.

Please copy below for policy preparation purposes only:

This policy does not insure against loss or damage by reason of the following exceptions: Any rights, easements, interests, or claims which may exist by reason of, or reflected by, the following facts shown on the survey prepared by _ EFRAIN LOPEZ _ dated 04/05/2018 bearing Job # B-39889 :

a. *DRIVEWAY ENCROACHES INTO EASEMENT ALONG SOUTH LOT LINE.*

M.E. Land Surveying, Inc.

10665 SW 190th Street, Suite 3110 Miami, FL 33157
Phone: (305) 740-3319
Fax: (305) 669-3190
LB#: 7989

SUNSHINE
WATER CONTROL DISTRICT

6

SUNSHINE
WATER CONTROL DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
NOVEMBER 30, 2018

SUNSHINE
WATER CONTROL DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
NOVEMBER 30, 2018

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Stonegate Bank	$ 587,924	$ -	$ -	$ 587,924
Stonegate Bank - project assessment	276,691	-	-	276,691
Stonegate Bank - escrow	80,605	-	-	80,605
Investments				
State Board of Administration				
A Investment account	4,952	-	-	4,952
A Bank maintenance reserve account	2,594	-	-	2,594
A Renewal & replacement reserve account	1,930	-	-	1,930
A Equipment replacement reserve account	203	-	-	203
Centennial Bank - MMA	256,717	-	-	256,717
FineMark Bank - MMA	249,072	-	-	249,072
FineMark Bank - ICS	5,114,828	-	-	5,114,828
Iberia Bank - MMA	5,526	-	-	5,526
Construction - Wells Fargo	-	-	209,998	209,998
Cost of Issuance	-	4,536	-	4,536
Due from general fund	-	87,399	-	87,399
Due from capital project fund	3,727	-	-	3,727
Total assets	$ 6,584,769	$ 91,935	$ 209,998	$ 6,886,702
LIABILITIES				
Liabilities:				
Accounts payable	$ 49,714	$ -	$ -	$ 49,714
Due to general fund	-	-	3,727	3,727
Due to debt service	87,399	-	-	87,399
Deposits payable/trash bonds	102,000	-	-	102,000
Cost recovery deposits	16,480	-	-	16,480
Total liabilities	255,593	-	3,727	259,320
FUND BALANCES				
Assigned:				
3 months working capital	1,152,386	-	-	1,152,386
Disaster recovery	3,000,000	-	-	3,000,000
Truck replacement	54,000	-	-	54,000
Unassigned	2,122,790	91,935	206,271	2,420,996
Total fund balances	6,329,176	91,935	206,271	6,627,382
Total liabilities and fund balances	$ 6,584,769	$ 91,935	$ 209,998	$ 6,886,702

SUNSHINE
WATER CONTROL DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED NOVEMBER 30, 2018

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessments	$ 508,244	$ 508,244	$ 3,048,893	17%
Interest and miscellaneous	670	1,346	9,000	15%
Permit review fees	-	-	3,150	0%
Cost recovery	-	-	17,500	0%
Total revenues	508,914	509,590	3,078,543	17%
EXPENDITURES				
Administrative				
Supervisors	150	300	1,800	17%
Supervisors reimbursement	-	-	7,500	0%
Management/accounting/recording	4,963	9,926	59,554	17%
DSF & CPF accounting	1,160	2,319	13,912	17%
Dissemination fee	83	166	1,000	17%
Arbitrage rebate calculation	-	-	750	0%
Trustee	-	-	3,000	0%
Audit	-	-	10,700	0%
Legal	6,886	6,886	105,000	7%
Legal-litigation	76,462	76,462	150,000	51%
Human resource services	571	1,141	6,846	17%
Communication	-	-	20,000	0%
Dues/subscriptions	-	4,175	4,500	93%
Rent - operations facility	3,607	3,607	43,240	8%
Insurance	-	21,000	23,000	91%
Legal advertising	148	302	2,500	12%
Office supplies and expenses	64	64	1,500	4%
Postage	110	186	1,200	16%
Postage-ROW clearing	-	-	2,500	0%
Printing and binding	116	233	1,400	17%
Website	400	400	3,000	13%
Contingencies	20	25	1,175	2%
Total administrative expenses	94,740	127,192	464,077	27%
Field operations				
Salaries and wages	42,326	70,081	411,612	17%
FICA taxes	3,246	5,364	31,488	17%
Special pay	216	216	1,500	14%
Bonus program	-	-	1,000	0%
401a retirement plan	3,923	6,503	41,161	16%
Health insurance	15,060	29,643	218,341	14%
Workers' compensation insurance	54	13,479	21,000	64%
Engineering	-	-	60,000	0%
Engineering - capital outlay	26,517	26,517	320,000	8%

SUNSHINE
WATER CONTROL DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED NOVEMBER 30, 2018

	Current Month	Year to Date	Budget	% of Budget
Consulting engineer services	-	7,470	25,000	30%
Cost recovery	-	-	17,500	0%
Water quality testing	-	-	5,224	0%
Telephone	138	138	1,800	8%
Electric	490	490	85,000	1%
Insurance	-	35,619	38,000	94%
Repairs and maintenance				
Canal banks	-	-	20,000	0%
Canal dredging	-	-	50,000	0%
Culvert inspection & cleaning	-	-	100,000	0%
Dumpster service	1,339	1,339	13,000	10%
Truck & tractor	-	-	10,000	0%
Other	-	-	21,000	0%
Operating supplies				
Chemicals	-	-	90,000	0%
Fuel	948	948	20,000	5%
Fuel-pump station generator	-	-	35,000	0%
Triploid carp	-	-	19,755	0%
Uniforms	126	252	3,217	8%
Other	73	73	4,000	2%
Permit fees, licenses, schools	180	680	5,000	14%
Capital outlay- West Outfall	-	-	1,600,000	0%
Capital outlay - other	-	-	770,000	0%
Field equipment	-	-	35,000	0%
Pump station telemetry	236	355	2,250	16%
Contingencies	-	-	5,000	0%
Total field operations	94,872	199,167	4,081,848	5%
Other fees and charges				
Tax collector	5,082	5,082	31,759	16%
Property appraiser	5,082	5,082	31,759	16%
Property tax bills - fire & EMS assessment	34	34	100	34%
Total other fees & charges	10,198	10,198	63,618	16%
Total expenditures	199,810	336,557	4,609,543	7%
OTHER FINANCING SOURCES/(USES)				
Transfer in	276,706	276,706	-	N/A
Total other financing sources/(uses)	276,706	276,706	-	N/A
Net increase/(decrease) of fund balance	585,810	449,739	(1,531,000)	
Fund balance - beginning	5,743,366	5,879,437	8,458,933	
Fund balance - ending				
Assigned:				
3 months working capital	1,152,386	1,152,386	1,152,386	
Disaster recovery	3,000,000	3,000,000	3,000,000	
Truck replacement	74,000	74,000	74,000	
Unassigned	2,102,790	2,102,790	2,701,547	
Total Fund balance - ending	$ 6,329,176	$ 6,329,176	$ 6,927,933	

SUNSHINE
WATER CONTROL DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2011
FOR THE PERIOD ENDED NOVEMBER 30, 2018

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessments	$ -	$ -	$ 916,037	0%
Interest	1,355	2,575	-	N/A
Total revenues	1,355	2,575	916,037	0%
EXPENDITURES				
Debt service				
Principal	-	-	270,000	0%
Interest	302,778	302,778	605,556	50%
Total debt service	302,778	302,778	875,556	35%
Other fees and charges				
Tax collector	-	-	9,542	0%
Property appraiser	-	-	9,542	0%
Total other fees and charges	-	-	19,084	0%
Total expenditures	302,778	302,778	894,640	34%
OTHER FINANCING SOURCES/(USES)				
Transfer out	(656,385)	(656,385)	-	N/A
Total other financing sources/(uses)	(656,385)	(656,385)	-	N/A
Excess/(deficiency) of revenues over/(under) expenditures	(957,808)	(956,588)	21,397	
Net increase/(decrease) in fund balance	(957,808)	(956,588)	21,397	
Fund balances - beginning	957,808	956,588	848,776	
Fund balances - ending	$ -	$ -	$ 870,173	

SUNSHINE
WATER CONTROL DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2018
FOR THE PERIOD ENDED NOVEMBER 30, 2018

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessments	$ -	$ -	$ -	N/A
Interest	152,843	152,843	-	N/A
Total revenues	152,843	152,843	-	N/A
EXPENDITURES				
Other fees and charges				
Tax collector	1,529	1,529	-	N/A
Property appraiser	1,528	1,528	-	N/A
Cost of issuance	252,850	252,850	-	N/A
Total other fees and charges	255,907	255,907	-	N/A
Total expenditures	255,907	255,907	-	N/A
OTHER FINANCING SOURCES/(USES)				
Receipt of bond proceeds	11,685,000	11,685,000	-	N/A
Pmt to refunded bond escrow	(11,869,680)	(11,869,680)	-	N/A
Transfer in	442,587	442,587	-	N/A
Transfer out	(62,908)	(62,908)	-	N/A
Total other financing sources/(uses)	194,999	194,999	-	N/A
Excess/(deficiency) of revenues over/(under) expenditures	91,935	91,935	-	
Net increase/(decrease) in fund balance	91,935	91,935	-	
Fund balances - beginning	-	-	-	
Fund balances - ending	$ 91,935	$ 91,935	$ -	

SUNSHINE
WATER CONTROL DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2011
FOR THE PERIOD ENDED NOVEMBER 30, 2018

	Current Month	Year To Date
REVENUES		
Interest	$ 297	$ 565
Total revenues	297	565
EXPENDITURES		
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	297	565
Fund balances - beginning	205,974	205,706
Fund balances - ending	$ 206,271	$ 206,271

SUNSHINE

Water Control District

Special Assessment Revenue Improvement Bonds, Series 2011

$12,880,000

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
11/01/2014	-	-	317,720.63	317,720.63
05/01/2015	240,000.00	2.400%	317,720.63	557,720.63
11/01/2015	-	-	314,840.63	314,840.63
05/01/2016	245,000.00	2.750%	314,840.63	559,840.63
11/01/2016	-	-	311,471.88	311,471.88
05/01/2017	255,000.00	3.250%	311,471.88	566,471.88
11/01/2017	-	-	307,328.13	307,328.13
05/01/2018	260,000.00	3.500%	307,328.13	567,328.13
11/01/2018	-	-	302,778.13	302,778.13
05/01/2019	270,000.00	3.750%	302,778.13	572,778.13
11/01/2019	-	-	297,715.63	297,715.63
05/01/2020	280,000.00	4.125%	297,715.63	577,715.63
11/01/2020	-	-	291,940.63	291,940.63
05/01/2021	295,000.00	4.250%	291,940.63	586,940.63
11/01/2021	-	-	285,671.88	285,671.88
05/01/2022	305,000.00	4.375%	285,671.88	590,671.88
11/01/2022	-	-	279,000.00	279,000.00
05/01/2023	320,000.00	4.500%	279,000.00	599,000.00
11/01/2023	-	-	271,800.00	271,800.00
05/01/2024	335,000.00	4.750%	271,800.00	606,800.00
11/01/2024	-	-	263,843.75	263,843.75
05/01/2025	350,000.00	5.000%	263,843.75	613,843.75
11/01/2025	-	-	255,093.75	255,093.75
05/01/2026	365,000.00	5.250%	255,093.75	620,093.75
11/01/2026	-	-	245,512.50	245,512.50
05/01/2027	385,000.00	5.250%	245,512.50	630,512.50
11/01/2027	-	-	235,406.25	235,406.25
05/01/2028	405,000.00	5.250%	235,406.25	640,406.25
11/01/2028	-	-	224,775.00	224,775.00
05/01/2029	430,000.00	5.250%	224,775.00	654,775.00
11/01/2029	-	-	213,487.50	213,487.50
05/01/2030	450,000.00	5.375%	213,487.50	663,487.50
11/01/2030	-	-	201,393.75	201,393.75
05/01/2031	475,000.00	5.750%	201,393.75	676,393.75
11/01/2031	-	-	187,737.50	187,737.50
05/01/2032	500,000.00	5.750%	187,737.50	687,737.50
11/01/2032	-	-	173,362.50	173,362.50

SUNSHINE

Water Control District

Special Assessment Revenue Improvement Bonds, Series 2011

$12,880,000

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
05/01/2033	530,000.00	5.750%	173,362.50	703,362.50
11/01/2033	-	-	158,125.00	158,125.00
05/01/2034	560,000.00	5.750%	158,125.00	718,125.00
11/01/2034	-	-	142,025.00	142,025.00
05/01/2035	595,000.00	5.750%	142,025.00	737,025.00
11/01/2035	-	-	124,918.75	124,918.75
05/01/2036	625,000.00	5.750%	124,918.75	749,918.75
11/01/2036	-	-	106,950.00	106,950.00
05/01/2037	665,000.00	5.750%	106,950.00	771,950.00
11/01/2037	-	-	87,831.25	87,831.25
05/01/2038	700,000.00	5.750%	87,831.25	787,831.25
11/01/2038	-	-	67,706.25	67,706.25
05/01/2039	740,000.00	5.750%	67,706.25	807,706.25
11/01/2039	-	-	46,431.25	46,431.25
05/01/2040	785,000.00	5.750%	46,431.25	831,431.25
11/01/2040	-	-	23,862.50	23,862.50
05/01/2041	830,000.00	5.750%	23,862.50	853,862.50
Total	**$ 12,195,000.00**	**-**	**$ 11,477,460.08**	**$ 23,672,460.08**

SUNSHINE
WATER CONTROL DISTRICT

7A

DRAFT

MINUTES OF MEETING
SUNSHINE WATER CONTROL DISTRICT

The Board of Supervisors of the Sunshine Water Control District held a Regular Meeting on Wednesday, November 14, 2018, at 6:30 p.m., at Sartory Hall, located in Mullins Park, 10150 NW 29 St. (Ben Geiger Drive), Coral Springs, Florida 33065.

Present at the meeting were:

Joe Morera	President
Daniel Prudhomme	Vice President
John Tornincasa	Secretary

Also present were:

Cindy Cerbone	District Manager
Al Malefatto	District Counsel
Orlando Rubio	District Engineer
Jim Maguire	Craig A. Smith & Associates, Inc.
Cory Selchan	Field Superintendent
John McKune	McKune & Associates
Mark Sirchio	Rio-Bak Corporation
Gary and Rechilda Shurack	Residents
Sarah Rudin	Resident
Elizabeth Tsourou Kdissian	Pulice Land Surveyors
Susan Liberatore	Resident
Elizabeth Jones	Resident
Ching Ng	Resident

FIRST ORDER OF BUSINESS **Call to Order**

Mr. Morera called the meeting to order at 6:31 p.m.

- **Moment of Silence**

Those in attendance observed a moment of silence in honor of Coral Springs Mayor Skip Campbell, who passed away unexpectedly.

SECOND ORDER OF BUSINESS **Roll Call**

Ms. Cerbone called the roll. All Supervisors were present, in person.

THIRD ORDER OF BUSINESS Pledge of Allegiance

All present recited the Pledge of Allegiance.

- **Public Comments**

This item was an addition to the agenda.

Mr. Gary Shurack, a resident, stated that he has a spot in the community garden by the CDD lake, near the SportsPlex. His wife received a text that the District was having a meeting and would address the water tests from the lake. He wanted to know the test results of the lake water as they were ordered to stop using City water for the garden and must use lake water instead. He wondered about herbicides in the water and whether Mosquito Control puts anything in the water. He wanted to know if the water is treated and, if treated, whether that would adversely affect the crops he is growing. Mr. Morera stated that Staff will follow up and provide Mr. Shurack with a response.

Ms. Sarah Rudin, a Margate resident, stated that she is a member of the Coral Springs Community Garden and Food Forest (CGFF) organization, which has an organic garden. Previously, City water was used to irrigate the garden but the City recently switched them to lake water. As this is an organic garden, the CGFF is concerned about the quality of the lake water, as they believe the canals that empty into the lake are sprayed with herbicides. The City had a State-certified lab test the lake water. Mr. Morera reiterated that Staff will follow up and provide a response.

Mr. Selchan stated that the District does not treat the lake with anything, as it is a private lake, which the City contracts with someone to spray the aquatics in the lake. The District does some water testing mandated by the State, such as testing for phosphorus, nitrogen, etc., but does not test for pesticides or any other toxins. He stressed that the canals are not intended to be used for irrigation; the purpose of the canals is for drainage. Residents who use the canal water for irrigation are doing so at their own risk. The District cannot control what might be in the water in that lake. He was not aware of any private testing that revealed anything toxic enough to harm someone.

Mr. Prudhomme asked if the CGFF received a water bill when they were using City water. Ms. Rudin stated that they were never billed for it but now it became too expensive for the City to continue providing irrigation water. She believed there were many breaks in the pipes, which caused a lot of water was wasted. The CGFF received a notice from the City just before the City switched them off of City water, which reflected very high usage during the summer, which was odd because no one was irrigating, as there was plenty of rain; she suspected an issue with the meter. Mr. Prudhomme asked if the CGFF would be comfortable with rainwater. Ms. Rudin stated that they would appreciate a rain water collection system. Mr. Prudhomme suggested the CGFF hold a fundraiser for tanks. Mr. Morera asked if there was a charge for those using the community garden. Ms. Rudin stated there is an annual fee to join, which is paid to the Rotary Club.

Ms. Cerbone suggested that District Staff notify Mr. Rich Michaud, Director of Public Works, that several residents attended the meeting and asked questions regarding the City's change from City water for irrigation to canal or lake water. There is nothing that the District can do but the District can make the City aware of the residents' concerns.

A resident asked why the City did not look into the issue of being changed over before doing it to make sure there were no herbicides coming into the water pumped into the lake. She wondered if the Dog Park was changed over, as well. The issue of the water quality is important to those using the garden and Dog Park. She disputed the amount of water that the City claimed they used.

Mr. Selchan reiterated that the lake is not owned by the District; therefore, the District has no say in what happens to it and the District does not have any responsibility for the lake.

Ms. Cerbone stated that the District will alert the City of the residents' concerns but residents should also contact the City with those concerns. Mr. Morera suggested they contact Commissioner Dan Daley.

- **Plat Approval – Cornerstone Downtown Coral Springs**

This item, previously part of Item 9B, was presented out of order.

Mr. Rubio stated that replatting a portion of the tract related to the Cornerstone Downtown Coral Springs site was being proposed. The property is at the southwest corner of

Sample Road and University Drive. It is an existing development with an existing building and parking surrounding it, with drainage on site. The owner plans on redeveloping the property with residential, commercial, etc. As long as what is developed in the future complies with the Permit Criteria Manual and the South Florida Water Management District (SFWMD) Master Permit Conditions, he had no issues recommending approval of the replat.

Mr. Maguire stated that a statement was added to the replat documents, subsequent to the version in the agenda book, stating that approval was subject to execution or signing by the property owner, as they have not executed it either. He was confident that the owner will execute it. Mr. Rubio stated that the additional language was included in the version brought to the meeting for execution.

Mr. Morera stated that the current drainage has no permeable surface; it is a parking lot and asked if the SFWMD or the District will determine the new requirements for discharge or water mitigation, as the project goes forward. Mr. Maguire stated that the District follows the master permit of the SFWMD; when the property is redeveloped, it must meet the storage requirements of the master permit. The District Engineer will review everything for those requirements, along with any right-of-way (ROW) issues.

On MOTION by Mr. Tornincasa and seconded by Mr. Prudhomme, as amended, with all in favor, the replat of the Plat related to Cornerstone Downtown Coral Springs, was approved.

- **Update: West Outfall Canal (WOFC) Project**

This item, previously the Fifth Order of Business, was presented out of Order.

Mr. Rubio and Mr. Maguire reported the following:

- Work commenced, including clearing the canal banks, installation of the buffer fence, irrigation lines removed and set aside for reinstallation, outreach to residents was completed.
- Receipt of the bladder dams was pending and should be received by Friday; once received, dewatering can commence.
- All shop drawings were reviewed.
- Project is on schedule.

- To date, no significant resident feedback has been received; 30 of 48 residents were contacted.

Mr. Mark Sirchio, of Rio-Back Corporation (RBC), reported the following:

- Once the bladders are received, they will be installed and dewatering will commence, followed by excavating the banks.
- Everything on the east side of the canal was stripped.
- The project was ahead of schedule.
- There had been no significant resident reaction.

Mr. Maguire reported the following:

- Phase 1C: The area was surveyed and he met with most of the ten residents possibly impacted.
- Mr. Rubio is working on the canal plan before they make a recommendation to the Board.
- Residents will be contacted regarding commencement of the project; communication would likely start in early 2019.

Mr. Sirchio responded to questions regarding the WOFC Project, as follows:

- Major excavation will not likely occur until after Thanksgiving.
- Project will be completed in three phases: 1) from the bridge heading north halfway up the canal, 2) from the canal up to Canal Z, and 3) the other side and underneath the bridge.
- Fish, turtles, etc. will be moved out of the area being dewatered.

FOURTH ORDER OF BUSINESS Update: Bond Refunding

Ms. Cerbone stated that the bonds have been refunded. At the January meeting she will point out where the funds were being held, on the Unaudited Financial Statements as of November 30, 2018, and use of the bond funds will be discussed. The bonds were refunded and any remaining funds in the Revenue Fund for the Debt Service Reserve fund were transferred but the approximate $200,000 in the Construction Fund has not been transferred. CAS presented a requisition related to the WOFC work, which is being reviewed and will be

submitted to the Trustee and then the District will be reimbursed approximately $200,000 spent on the WOFC Project.

FIFTH ORDER OF BUSINESS **Update: West Outfall Canal (WOFC) Project**

This item was presented following the Third Order of Business.

SIXTH ORDER OF BUSINESS **Approval of Unaudited Financial Statements as of September 30, 2018**

Ms. Cerbone presented the Unaudited Financial Statements as of September 30, 2018 and noted the figures presented here might be different than the figures in the actual Fiscal Year 2018 Audit, as invoices received in October and/or November, related to activity that occurred in Fiscal Year 2018, will be recorded for the purposes of being included in the actual Audit. No updates have been received from the Federal Emergency Management Agency (FEMA). Health insurance renewal will likely be presented at the December meeting. Discussion ensued regarding various line item expenses. Mr. Morera asked how many projects were pending that the District Engineer cannot close that the District has uncollected cost-recovery funds that are owed to the District. Mr. Rubio believed the Coral Springs Commerce Center II Project and possibly a road project that is not completed.

On MOTION by Mr. Tornincasa and seconded by Mr. Prudhomme, with all in favor, the Unaudited Financial Statements as of September 30, 2018, were approved.

SEVENTH ORDER OF BUSINESS **Approval of October 10, 2018 Regular Meeting Minutes**

Ms. Cerbone presented the October 10, 2018 Regular Meeting Minutes and asked for any additions, deletions or corrections. The following change was made:

Line 40: Change “h” to “to”

On MOTION by Mr. Tornincasa and seconded by Mr. Prudhomme, with all in favor, the October 10, 2018 Regular Meeting Minutes, as amended, were approved.

EIGHTH ORDER OF BUSINESS Supervisors' Communications

Mr. Prudhomme expressed his condolences to the Campbell family on the passing of Mayor Skip Campbell. He was happy to hear that the Financial Plaza is being taken down.

Mr. Tornincasa stated that there is a Commission meeting tonight regarding two new charter schools proposed for Mullins Park; it appears one will replace the Coral Springs City Centre and the other will be adjacent to the Gymnasium. Mr. Rubio stated that he met with the consultants hired for that project. There is a parking issue and they want to consider culverting the canal adjacent to the property, which would be a very large endeavor. Discussion ensued regard the City's progress on the project, potential impacts on the District and neighbors, resident resistance, etc. Mr. Tornincasa wished everyone a happy Thanksgiving.

Mr. Morera discussed the passing of Mayor Skip Campbell and his contributions to the City and hoped that current and future elected officials will emulate his skills and demeanor that he brought to the City Commission. The staff luncheon must be discussed. Mr. Josh Simmons was elected to the City Commission and Commissioner Daley was reelected. He wished everyone a happy Thanksgiving.

NINTH ORDER OF BUSINESS Staff Reports

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

Mr. Malefatto reported the following:

- Litigation has been expensive.
- During discovery, in the litigation versus IBI Group (IBI), it was discovered that IBI did the permitting for the pumps, issued by the SFWMD within the last several years. The District was accused of violating the permit but he did not believe that was occurring; furthermore, IBI did not advise the Board or Staff of any of the permitting changes.

- It was also discovered that Mr. Jim Fox, an IBI Engineer who signed off as a Mechanical Engineer and is still employed by IBI, could be held responsible for this, as the actual design of the pump system was done by an IBI Engineer in Michigan. Because the other Engineer was in Michigan and not a P.E. licensed in Florida, Mr. Fox reviewed the design and signed off.
- For those reasons, Counsel wants to further amend the complaint to include the allegations of negligent permitting and negligence by Mr. Fox. This would mean that there would be three IBI Engineers who were personally responsible, in addition to IBI.
- There is a $5 million cap on damages from IBI but there is no cap on damages against the individual Engineers; therefore, the District's recovery could exceed $5 million.
- Special Counsel wants authorization to file a Third Amended Complaint, which Mr. Malefatto agrees with. The Board can agree by consensus. One downside might be that the case could be pushed back for trial.

Discussion ensued regarding the assets of IBI and the insurance coverage of the Engineers involved.

- Mr. Selchan was deposed and did well and Mr. McKune is scheduled for November 22nd. The trial is currently scheduled for April 2, 2019.

The Board's consensus was agreement with filing the Third Amended Complaint.

- Mr. Malefatto stated that Mr. Lewis was advised that Commissioner Daley was again pushing for legislation that would convert special districts operating in Coral Springs to a single vote system.

Mr. Morera believed that this was prompted by issues the City has had with other special districts. He was assured that the SWCD was not the cause of this approach; rather, it is by the City's perceived poor management of other special districts.

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

- **Monthly Engineer's Report**

There was nothing additional to report.

- **Plat Approval – Cornerstone Downtown Coral Springs**

This item was presented following the Third Order of Business.

C. District Engineering Consultant: *John McKune*

There was nothing to report.

D. District Field Supervisor: *Cory Selchan*

Mr. Selchan stated that 2" to 2.5" of rain was received since the last meeting. Water levels are dropping rapidly. Everything was running smoothly.

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

Ms. Cerbone discussed the following:

- Holiday Luncheon: The options were December 7th or 14th. The employee holiday luncheon will be on December 14, 2018.

i. NEXT MEETING DATE: December 5, 2018 at 6:30 P.M.

The next meeting will be held on Wednesday, December 5, 2018 at 6:30 p.m.

TENTH ORDER OF BUSINESS Adjournment

There being no further business to discuss, the meeting adjourned at 7:50 p.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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277 _____ _____
278 Secretary/Assistant Secretary President/Vice President

SUNSHINE
WATER CONTROL DISTRICT

7B

MINUTES OF MEETING
SUNSHINE WATER CONTROL DISTRICT

The Board of Supervisors of the Sunshine Water Control District held a Regular Meeting on Wednesday, December 5, 2018, at 6:30 p.m., at Sartory Hall, located in Mullins Park, 10150 NW 29 St. (Ben Geiger Drive), Coral Springs, Florida 33065.

Present at the meeting were:

Joe Morera	President
Daniel Prudhomme	Vice President
John Tornincasa	Secretary

Also present were:

Cindy Cerbone	District Manager
Bill Capko	District Counsel
Orlando Rubio	District Engineer
Jim Maguire	Craig A. Smith & Associates, Inc.
Cory Selchan	Field Superintendent
John McKune	McKune & Associates
Mark Sirchio	Rio-Bak Corporation
Patty Villaran	Arthur J. Gallagher

- **Moment of Silence**

Those in attendance observed a moment of silence in honor of former President George H.W. Bush.

FIRST ORDER OF BUSINESS **Call to Order**

Mr. Morera called the meeting to order at 6:32 p.m.

SECOND ORDER OF BUSINESS **Roll Call**

Ms. Cerbone called the roll. All Supervisors were present, in person.

THIRD ORDER OF BUSINESS **Pledge of Allegiance**

All present recited the Pledge of Allegiance.

- **Presentation: Fiscal Year 2019 Benefits Renewal**

This item, previously the Fifth Order of Business, was presented out of Order.

Ms. Cerbone distributed a handout of the Fiscal Year 2018 costs for full heath care coverage of the District's employees and dependants, along with breakdown of the cost savings if only 75%, 50% and 25% of the health care premium costs for dependants would have been paid. In general, the 1.78% to 2.91% savings by covering less than 100% of the premium cost for employee dependants would have been minimal in comparison to the Districts nearly $4 million annual budget.

Ms. Cerbone stated that, for Fiscal Year 2019, health care was budgeted at $218,000 so, if the Board chose the AvMed renewal, with the highest plan for health, vision, etc., the budget would be sufficient to cover the expense, as well as if one more employee was hired.

Ms. Patty Villaran, of Arthur J. Gallagher, introduced herself and distributed a copy of her presentation. The District has had a "grandfathered" plan with AvMed since 2012. She gave an overview of the Insurance Coverage Summary for medical, dental, etc. The renewal terms were good, the plan design did not changed and the rates did not increase as much as she expected. In-network, the current plan carries a zero deductible, $1,500/$3,000 out of pocket max per calendar year, low co-pays for doctor visits.

Mr. Selchan stated that everyone loves the current plan and this coverage is considered a part of their benefits and offsets employees possibly being paid less than other Districts.

Ms. Villaran reviewed coverage options offered by Humana, United Heathcare and two from FloridaBlue, which were the closest matched plan to the District's current plan.

Ms. Villaran reviewed the dental and vision insurance options. The life and disability coverage cannot be changed; it does not "renew", it just continues.

Discussion ensued regarding the reduction schedule for life and disability coverage as an employee ages.

The consensus was to move renew with AvMed for health coverage, Ameritas for dental and vision and Reliance and Sun Life for basic life, short and long-term disability, with the proposed premium rate increases.

On MOTION by Mr. Tornincasa and seconded by Mr. Prudhomme, with all in favor, renewal of the existing insurance plans, including AvMed Medical Coverage, Ameritas Dental and Vision Coverage, Reliance Standard and Sun Life Basic Life, Short and Long-Term Disability Coverages, for the 2019 calendar year, at the rates proposed, was approved.

Mr. Selchan stated that the employees appreciate the benefits provided by the District.

FOURTH ORDER OF BUSINESS **Update: West Outfall Canal (WOFC) Project**

Mr. Rubio reported the following:

- The project started off slow.
- Beginning this week, the bladder dams were installed and dewatering commenced; the first section to be dredged was blocked off.
- Excavation could begin by Monday.

Discussion ensued regarding where work was commencing and the phasing of the project. Ms. Cerbone stated that photos and videos are available of the work, which she would forward to the Board.

- The first pay request was approved.

FIFTH ORDER OF BUSINESS **Presentation: Fiscal Year 2019 Benefits Renewal**

This item was presented following the Third Order of Business.

SIXTH ORDER OF BUSINESS **Consideration of Resolution 2019-03, Relating to the Amendment of the Annual Budget for the Fiscal Year Beginning October 1, 2017 and Ending September 30, 2018; and Providing for an Effective Date**

Ms. Cerbone presented Resolution 2019-03. The primary reason it was necessary to amend the Fiscal Year 2018 budget was due to the unbudgeted, unanticipated hurricane

cleanup costs, as expenses exceeded budget. She reviewed the amended budget, which reflected the addition of a line item titled "Hurricane cleanup".

On MOTION by Mr. Prudhomme and seconded by Mr. Tornincasa, with all in favor, Resolution 2019-03, Relating to the Amendment of the Annual Budget for the Fiscal Year Beginning October 1, 2017 and Ending September 30, 2018; and Providing for an Effective Date, was adopted.

SEVENTH ORDER OF BUSINESS **Approval of Unaudited Financial Statements as of October 31, 2018**

Ms. Cerbone presented the Unaudited Financial Statements as of October 31, 2018. The December Unaudited Financial Statements will reflect a zero amount for the old Capital Projects fund, as the funds were requisitioned out, as part of the bond refunding, in that expenses related to the WOFC work were submitted and the Trustee processed the requisition.

On MOTION by Mr. Prudhomme and seconded by Mr. Tornincasa, with all in favor, the Unaudited Financial Statements as of October 31, 2018, were approved.

EIGHTH ORDER OF BUSINESS **Supervisors' Communications**

Mr. Prudhomme expressed sadness at the passing of former President George H.W. Bush. He wished everyone happy holidays.

Mr. Tornincasa wished everyone happy and safe holidays.

Mr. Morera wished everyone happy holidays. The year has been challenging but the community has shown resiliency but he believed the community can build on its experiences. He expressed his enjoyment serving on the Board and working with the great employees and professional staff that are part of the District. He thanked the other Board Members for their continued support.

NINTH ORDER OF BUSINESS Staff Reports

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

Mr. Capko thanked Mr. Morera for his availability when it was time to execute the bond refunding documents and District Management for their efforts in completing the bond refunding. On behalf of his firm, he thanked the Board for allowing them to serve as District Counsel.

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

- **Monthly Engineer's Report**

Mr. Rubio and Mr. Maguire reported the following:

- WOFC Project – Phase 1B: Two project meetings were held. Dewatering commenced and excavation should commence next week. Weekly construction updates are being provided to the District Manager and all involved. Coordination with the City for developing a limited staging area was underway. Met with the County regarding Maintenance of Traffic (MOT). There were minimal resident calls.
- WOFC Project – Phase 1C: Surveying and tree identification were completed and the arborist is proceeding with the tree permit submittal to the City and negotiation of the tree mitigation fee. The encroachment removal plan was prepared and the canal construction plans are being prepared for permitting submittals to Broward County, SFWMD and the Army Corps of Engineers (Corps).
- CAS wants Board approval to formally send outreach documents to residents containing the options for encroachments; contact may not occur until later. Mr. Maguire already communicated with some residents.

Mr. Selchan summarized the plan is for the Board to approve communicating with residents, place door hangers in early January, residents could bring any issues or questions to the January Board meeting, option forms could be sent later in January and, hopefully by February or March the work could commence in Phase 1C.

Mr. Morera asked if the contractor would submit a change order and then continue into Phase 1C. Mr. Maguire replied affirmatively. The contractor would honor the current unit prices

and the lump sum prices would be negotiated, on a prorated basis; he felt that the District should not be charged again for mobilization, since they are already on site.

Discussion ensued regarding the canal depth and the pre-dredge survey, dewatering, photographing the work, etc.

On MOTION by Mr. Tornincasa and seconded by Mr. Prudhomme, with all in favor, authorizing Staff to proceed with notifying residents of the Phase 1C work, when Staff deems it appropriate, was approved.

- **Permit Application: 10531-10537 N.W. 28 Court, Residential Townhomes**

Mr. Rubio presented the right-of-way (ROW) permit application submitted by the applicant Mr. Jezeriah Webb, of Quality Builders, for the construction of four townhomes off the northwest corner of at N.W. 28th Court and Coral Springs Drive, adjacent to Canal Y. The permittee wishes to perform 1' of demucking for 20' of the existing canal, from Coral Springs Drive. The applicant agreed to grant the District a 20' long by 10' wide maintenance access easement at the northeast corner of the property. The easement agreement and execution are subject to District Counsel's review and shall be a special condition of the permit; the permit would not be released until the easement is finalized and the permit would be invalid if the easement is not part of the permit. Approval is recommended, subject to the special conditions specified.

On MOTION by Mr. Prudhomme and seconded by Mr. Tornincasa, with all in favor, the Right-of-Way Permit Application, CAS Project No. 15-1826-P20 for "NW 28th Court – New Townhomes (10531-10537)", submitted by Mr. Jezeriah Webb, of Quality Builders, for the construction of four townhomes off the northwest corner of at N.W. 28th Court and Coral Springs Drive, adjacent to Canal Y. The permittee wishes to perform 1' of demucking for 20' of the existing canal, from Coral Springs Drive, subject to the requirements, specifications and special conditions, as set forth in the CAS recommendation letter dated November 28, 2018, was approved.

C. District Engineering Consultant: *John McKune*

Mr. McKune wished everyone happy holidays.

D. District Field Supervisor: *Cory Selchan*

Mr. Selchan stated that very little rain was received since the last meeting. Everything was running smoothly and the canals were in good shape; complaints were limited. Especially with the coming holidays, residents occasionally make requests to have debris removed from the canal or for the bank to be maintained; if a request is reasonable, staff accommodates them. Discussion ensued regarding a few residents who are not maintaining behind their homes.

Mr. Selchan thanked District Staff and the Board for their efforts in planning and facilitating the WOFC Project. He thanked the Board for their support and wished everyone happy holidays.

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

Ms. Cerbone thanked the District Engineer, District Counsel, Mr. Selchan and all other District Staff who helped in facilitating the bond refunding. Regarding the Federal Emergency Management Agency (FEMA) claim, it appears that the District's claim is in the final stages. It is with the Resource Committee, which is the group that obligates the funds; however, once the funds are officially obligated, it does not mean the payment is on its way, as, once funds are obligated, more forms must be completed and submitted and it could take 60 to 90 days to receive payment.

i. NEXT MEETING DATE: January 9, 2019 at 6:30 P.M.

The next meeting will be held on January 9, 2019 at 6:30 p.m. The employee holiday luncheon will be on December 14, 2018.

TENTH ORDER OF BUSINESS Adjournment

There being no further business to discuss, the meeting adjourned at 7:50 p.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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235 _____ _____
236 Secretary/Assistant Secretary President/Vice President

SUNSHINE
WATER CONTROL DISTRICT

9A

A bill to be entitled

An act relating to Sunshine Drainage District, Broward County; amending ch. 63-609, Laws of Florida; providing an exception to general law; providing for members of the board of supervisors to be elected by qualified electors of the district; providing for staggered terms; requiring nonpartisan elections; providing requirements for candidates; providing duties of the supervisor of elections; providing a definition; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 16 of chapter 63-609, Laws of Florida, is created to read:

Section 16. Notwithstanding any provision of law to the contrary, members of the board of supervisors shall be elected by the qualified electors of the district. Election of board members by the qualified electors shall be the exclusive method for the election of the members of the board of supervisors.

(1) The board shall call an election at which the members of the board of supervisors will be elected. Such election shall be held in conjunction with the general election in November 2020. Candidates may qualify for the offices of board of supervisors, which shall be designated as seat 1, seat 2, and seat 3, each elected at large within the district. A candidate qualifying for election must e an elector and resident of the district. Each board member shall be elected by the qualified electors of the district for a term of 4 years, except that, at the first such election, the two members elected to seat 1 and seat 2 shall be elected for terms of 4 years each, and the member elected to seat 3 shall be elected for a term of 2 years. Thereafter, there shall be an election held every election held every 2 years for expiring terms and all members shall be elected for terms of 4 years each. The candidate receiving the most votes for each seat shall be elected. All elected board members must be qualified electors of the district. Members of the board of supervisors as of October 1, 2018, shall serve until the certification of the November 2020 general election results.

(2) Elections of board members by qualified electors held pursuant to this

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

section shall be nonpartisan and shall be conducted in a manner prescribed by law for holding general elections. Board members shall assume the office on the second Tuesday following their election.

(3) Candidates seeking election to office by qualified electors under this subsection shall conduct their campaigns in accordance with the provisions of chapter 106, Florida Statutes, and shall file qualifying papers and qualify for individual seats in accordance with Section 99.061, Florida Statutes. Candidates shall pay a qualifying fee, which shall consist of a filing fee and election assessment or, as an alternative, shall file a petition signed by not less than 1 percent of the qualified electors of the district, and take the oath required in Section 99.021, Florida Statutes, with the Supervisor of Elections of Broward County. The amount of the filing fee is 3 percent of the annual salary of the office. The amount of the election assessment is 1 percent of the annual salary of the office. The filing fee and election assessment shall be distributed as provided in Section 105.031(3), Florida Statutes.

(4) The Supervisor of Elections of Broward County shall appoint the inspector and clerks of elections, prepare and furnish the ballots, designate polling places, and canvass the returns of the election of board members by qualified electors. The county canvassing board shall declare and certify the results of the election.

(5) The terms "qualified elector" and "elector" mean any person at least 18 years of age who is a citizen of the United States, a permanent resident of the state, and a resident of the county within which the district lands are location when the registration books are open.

Section 2. This act shall take effect upon becoming a law.

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

SUNSHINE
WATER CONTROL DISTRICT

9B

CRAIG A. SMITH & ASSOCIATES
7777 Glades Road • Suite 410 • Boca Raton, Florida 33434
CONSULTING ENGINEERS • SURVEYORS • UTILITY LOCATORS • GRANT SPECIALISTS
WWW.CRAIGASMITH.COM

December 27, 2018

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

RE: MONTHLY ENGINEER'S REPORT (January 9, 2019)
November 28, 2018 – December 27, 2018
SUNSHINE WATER CONTROL DISTRICT
CAS PROJECT NO. 15-1826

Dear Board of Supervisors:

Craig A. Smith & Associates, Inc. (CAS) is pleased to provide you with the following Monthly Engineer's Report summarizing activity performed by this office on behalf of SWCD during the referenced period including future work. Anything of significance occurring after this writing will be brought up at the January 9, 2019 BOS meeting.

Current Projects

WOFC Phase 1B (Canal reconstruction)

- 3rd Construction progress meeting was held on 12.21.18. Limited construction, as indicated by the Contractor, will occur during Christmas week.
- Construction of the 1st Canal segment is well underway. Contractor fish relocation efforts have been positive. The excavated material is being evaluated by contractor's hauler. The hauling of the material may begin by the end of December.
- CAS continues to provide weekly construction status reports.
- The contractor is coordinating with CAS & City on developing a limited staging area at Cypress Park south of the Coral Springs Drive bridge. Detailed agreement with City is either under development or completed by this time.
- The contractor has decided at this time to use the same entrance route for hauling off of the excavated material.

WOFC Phase 1C

- Arborist has communicated with CAS on the tree permit status and has indicated that the unofficial mitigation fee is around $31K.
- Permits prepared by CAS to Broward County, South Florida Water Management District, and the Army Corps of Engineers have been submitted. Comments from SFWMD have been received and have been responded to.
- Outreach Agreement documents under development (Coordinated by Jim Maguire)

Permitting

CAS continues to be engaged with public inquiries regarding the SWCD permit process and post permit compliance matters. We look forward to working with the SWCD 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 – Cindy Cerbone, Debbie Tudor, Daphne Gillyard, Christine Cardelle (via e-mail)
CAS – Gene Schriner, PE, Jim Maguire (via e-mail)

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SUNSHINE
WATER CONTROL DISTRICT

9E

SUNSHINE WATER CONTROL DISTRICT
NOTICE OF FISCAL YEAR 2019 REGULAR MEETINGS

The Board of Supervisors ("Board") of the Sunshine Water Control District (District") will hold regular meetings for Fiscal Year 2019 at 6:30 p.m., at Sartory Hall, located in Mullins Park, 10150 NW 29 St., (Ben Geiger Drive), Coral Springs, Florida 33065 on the following dates:

October 10, 2018
November 14, 2018
December 5, 2018
January 9, 2019
February13, 2019
March 13, 2019 *(Landowners' Meeting & Regular Meeting)*
April 10, 2019
May 8, 2019
June 12, 2019
July 10, 2019
August 14, 2019
September 11, 2019

The purpose of these meetings is for the Board to consider any business which may properly come before it. The meetings are open to the public and will be conducted in accordance with the provision of Florida law. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 or by calling (561) 571-0010.

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (561) 571-0010 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

A person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

District Manager
Sunshine Water Control District