



Sunshine
Water Control District

REGULAR MEETING AGENDA

April 14, 2021



April 7, 2021

Board of Supervisors
Sunshine Water Control District

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

Dear Board Members:

The Board of Supervisors of the Sunshine Water Control District will hold a Regular Meeting on April 14, 2021 at 6:30 p.m., at the La Quinta Inn Coral Springs, 3701 N. University Drive, Coral Springs, Florida 33065. The agenda is as follows:

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Public Comments **[3-Minute Time Limit]** *(Comments should be made from the microphone to ensure recording. Please state your name prior to speaking.)*
5. Consideration of Resolution 2021-05, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2021/2022 and Providing for an Effective Date
6. Acceptance of Unaudited Financial Statements as of February 28, 2021
7. Approval of Minutes
 - A. March 10, 2021 Landowners' Meeting
 - B. March 10, 2021 Regular Meeting
8. Public Comments
9. Supervisors' Communications
10. Staff Reports
 - A. District Counsel: *Lewis, Longman & Walker, P.A.*
 - I. Consideration of Request for Amendment to District's Drainage Easement - Construction of Gas/Convenience Store at 4550 North University Blvd.
 - II. FASD Legislative Update – Week 5

- B. District Engineer: *Craig A. Smith & Associates*
 - I. Presentation: Monthly Engineer’s Report
 - II. Permit Applications
 - Construction of Gas/Convenience Store (7-11) at 4550 North University Blvd. and Approval of Easement Agreement Presented by District Counsel
 - III. Consideration of MWI Pumps Proposal for the Mechanical Retrofit of PS1 and PS2 to Accommodate the New Motors (Mr. Tom Hyde – MWI)
- C. District Engineering Consultant: *John McKune*
- D. District Field Supervisor: *Cory Selchan*
- E. District Manager: *Wrathell, Hunt & Associates, LLC*
 - I. Consideration of Obstructions Removal Agreement - Option 2, 3221 Coral Springs Drive and Associated Obstructions Removal
 - II. Consideration of Obstructions Removal Agreement - Option 2, 10408 NW 39 Manor
 - III. Consideration of Resolution 2021-04, Sunshine Water Control District COVID-19 Paid Sick Leave Policy
 - IV. NEXT MEETING DATE: May 12, 2021 at 6:30 P.M.

- QUORUM CHECK

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

11. Adjournment

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

Sincerely,

Cindy Carbone
 Cindy Carbone
 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**

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RESOLUTION 2021-05

A RESOLUTION OF THE SUNSHINE WATER CONTROL DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2021/2022 AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Sunshine Water Control District ("District") is a local unit of special-purpose government organized and existing in accordance with Chapter 298, Florida Statutes, and situated entirely within Broward County, Florida; and

WHEREAS, the Board of Supervisors of the District ("Board") is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, the District is required by Florida law to prepare an annual schedule of its regular public meetings which designates the date, time and location of the District's meetings; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, *Florida Statutes*; and

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

SECTION 1. ADOPTING REGULAR MEETING SCHEDULE. Regular meetings of the District's Board shall be held during Fiscal Year 2021/2022 as provided on the schedule attached hereto as **Exhibit A**.

SECTION 2. FILING. The District Manager is hereby directed to submit a copy of the Fiscal Year 2021/2022 annual public meeting schedule to Broward County and the Department of Economic Opportunity.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 14th day of April, 2021.

ATTEST:

SUNSHINE WATER CONTROL DISTRICT

Secretary /Assistant Secretary

President/Vice President, Board of Supervisors

Exhibit "A"

SUNSHINE WATER CONTROL DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE		
LOCATION		
<i>La Quinta Inn Coral Springs, 3701 N. University Drive, Coral Springs, Florida 33065</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 13, 2021	Regular Meeting	6:30 PM
November 10, 2021	Regular Meeting	6:30 PM
December 8, 2021	Regular Meeting	6:30 PM
January 12, 2022	Regular Meeting	6:30 PM
February 9, 2022	Regular Meeting	6:30 PM
March 9, 2022	Landowners' Meeting & Regular Meeting	6:30 PM
April 13, 2022	Regular Meeting	6:30 PM
May 11, 2022	Regular Meeting	6:30 PM
June 8, 2022	Regular Meeting	6:30 PM
July 13, 2022	Regular Meeting	6:30 PM
August 10, 2022	Regular Meeting	6:30 PM
September 14, 2022	Public Hearing & Regular Meeting	6:30 PM

**SUNSHINE
WATER CONTROL DISTRICT**

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**SUNSHINE
WATER CONTROL DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
FEBRUARY 28, 2021**

**SUNSHINE
WATER CONTROL DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
FEBRUARY 28, 2021**

	General Fund	Debt Service Fund Series 2011	Debt Service Fund Series 2018	Total Governmental Funds
ASSETS				
Centennial Bank	\$ 1,315,817	\$ -	\$ -	\$ 1,315,817
Centennial Bank - escrow	80,786	-	-	80,786
Investments				
State Board of Administration				
A Investment account	5,122	-	-	5,122
A Bank maintenance reserve account	2,683	-	-	2,683
A Renewal & replacement reserve account	1,996	-	-	1,996
A Equipment replacement reserve account	210	-	-	210
Centennial Bank - MMA	259,163	-	-	259,163
FineMark Bank - MMA	249,014	-	-	249,014
FineMark Bank - ICS	14,148,845	-	-	14,148,845
Iberia Bank - MMA	5,529	-	-	5,529
Debt service - Wells Fargo	-	61	-	61
Debt service - Regions	-	-	6,994	6,994
Reserve - Wells Fargo	-	83	-	83
Undeposited funds	1,069	-	-	1,069
Due from general fund	-	-	420,801	420,801
Total assets	<u>\$16,070,234</u>	<u>\$ 144</u>	<u>\$ 427,795</u>	<u>\$ 16,498,173</u>
LIABILITIES				
Liabilities:				
Accounts payable	\$ 19,613	\$ -	\$ -	\$ 19,613
Due to debt service	420,801	-	-	420,801
Deposits payable/trash bonds	147,000	-	-	147,000
Cost recovery deposits	16,594	-	-	16,594
Pension payable	3,987	-	-	3,987
Total liabilities	<u>607,995</u>	<u>-</u>	<u>-</u>	<u>607,995</u>
FUND BALANCES				
Assigned:				
3 months working capital	1,441,052	-	-	1,441,052
Disaster recovery	3,000,000	-	-	3,000,000
Truck replacement	114,000	-	-	114,000
Restricted for				
Debt service	-	144	427,795	427,939
Unassigned	10,907,187	-	-	10,907,187
Total fund balances	<u>15,462,239</u>	<u>144</u>	<u>427,795</u>	<u>15,890,178</u>
Total liabilities and fund balances	<u>\$16,070,234</u>	<u>\$ 144</u>	<u>\$ 427,795</u>	<u>\$ 16,498,173</u>

**SUNSHINE
WATER CONTROL DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED FEBRUARY 28, 2021**

	Current Month	Year to Date	Adopted Budget	% of Budget
REVENUES				
Assessments	\$ 99,266	\$ 2,919,836	\$ 3,286,254	89%
Interest and miscellaneous	847	3,584	9,000	40%
Permit review fees	1,050	4,900	4,200	117%
Cost recovery	-	-	17,500	0%
Insurance proceeds	-	350	-	N/A
Total revenues	<u>101,163</u>	<u>2,928,670</u>	<u>3,316,954</u>	88%
EXPENDITURES				
Administrative				
Supervisors	300	700	1,800	39%
Supervisors reimbursement	-	-	7,500	0%
Management/accounting/recording	5,163	25,817	61,960	42%
DSF & CPF accounting	1,206	6,031	14,474	42%
Dissemination fee	83	417	1,000	42%
Arbitrage rebate calculation	-	-	750	0%
Trustee	-	4,000	5,000	80%
Audit	-	500	11,200	4%
Legal	8,207	16,773	95,000	18%
Human resource services	594	2,968	7,123	42%
Communication	-	-	7,500	0%
Dues/subscriptions	-	4,175	4,500	93%
Rent - operations facility	3,823	19,112	45,873	42%
Insurance	-	22,575	30,994	73%
Legal advertising	-	206	2,500	8%
Office supplies and expenses	415	818	1,500	55%
Postage	84	375	1,200	31%
Postage-ROW clearing	-	-	500	0%
Printing and binding	117	583	1,400	42%
Website	705	705	3,000	24%
ADA website compliance	-	-	210	0%
Contingencies	5	10	5,000	0%
Total administrative expenses	<u>20,702</u>	<u>105,765</u>	<u>309,984</u>	34%
Field operations				
Salaries and wages	26,918	157,817	438,375	36%
FICA taxes	2,057	12,221	33,536	36%
Special pay	-	1,987	1,650	120%
Bonus program	-	-	1,000	0%
401a retirement plan	2,690	15,717	43,838	36%
Health insurance	22,493	86,456	278,434	31%
Workers' compensation insurance	-	11,605	21,000	55%
Engineering	58,357	66,022	75,000	88%
Engineering - capital outlay westchester	6,963	12,221	10,000	122%
Engineering - capital outlay ps1 & ps2	-	-	201,860	0%

**SUNSHINE
WATER CONTROL DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED FEBRUARY 28, 2021**

	Current Month	Year to Date	Adopted Budget	% of Budget
Consulting engineer services	-	-	25,000	0%
Cost recovery	1,190	1,190	17,500	7%
Water quality testing	-	1,132	5,224	22%
Telephone	143	876	1,800	49%
Electric	445	40,515	85,000	48%
Insurance	850	52,573	38,000	138%
Repairs and maintenance				
Canal banks	-	-	20,000	0%
Canal dredging	-	-	50,000	0%
Culvert inspection & cleaning	19,500	19,500	100,000	20%
Dumpster service	180	1,785	13,000	14%
Truck & tractor	25	256	21,000	1%
Other	42,720	43,043	21,000	205%
Operating supplies				
Chemicals	7,178	27,275	90,000	30%
Fuel	528	2,488	20,000	12%
Fuel-pump station generator	-	-	35,000	0%
Triploid carp	-	-	19,755	0%
Uniforms	148	702	3,217	22%
Other	630	673	4,000	17%
Permit fees, licenses, schools	-	180	5,000	4%
Capital outlay - westchester	2,161	9,762	50,087	19%
Capital outlay - pump station 1 & 2	-	102,090	3,576,385	3%
Field equipment	-	-	35,000	0%
Pump station telemetry	318	1,036	40,000	3%
Contingencies	887	2,728	5,000	55%
Total field operations	<u>196,381</u>	<u>671,850</u>	<u>5,385,661</u>	12%
Other fees and charges				
Tax collector	993	29,198	34,232	85%
Property appraiser	993	29,198	34,232	85%
Property tax bills - fire & EMS assessment	-	38	100	38%
Total other fees & charges	<u>1,986</u>	<u>58,434</u>	<u>68,564</u>	85%
Total expenditures	<u>219,069</u>	<u>836,049</u>	<u>5,764,209</u>	15%

**SUNSHINE
WATER CONTROL DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED FEBRUARY 28, 2021**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Adopted Budget</u>	<u>% of Budget</u>
Excess/(deficiency) of revenues over/(under) expenditures	(117,906)	2,092,621	(2,447,255)	
OTHER FINANCING SOURCES/(USES)				
Transfers in - from DSF Series 2018	<u>12,813</u>	<u>376,890</u>	<u>408,255</u>	92%
Total other financing sources/(uses)	<u>12,813</u>	<u>376,890</u>	<u>408,255</u>	92%
Net increase/(decrease) of fund balance	(105,093)	2,469,511	(2,039,000)	
Fund balance - beginning	15,567,332	12,992,728	9,580,392	
Fund balance - ending				
Assigned:				
3 months working capital	1,441,052	1,441,052	1,441,052	
Disaster recovery	3,000,000	3,000,000	3,000,000	
Truck replacement	114,000	114,000	114,000	
Unassigned	<u>10,907,187</u>	<u>10,907,187</u>	<u>2,986,340</u>	
Total fund balance - ending	<u><u>\$15,462,239</u></u>	<u><u>\$ 15,462,239</u></u>	<u><u>\$ 7,541,392</u></u>	

**SUNSHINE
WATER CONTROL DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2011
FOR THE PERIOD ENDED FEBRUARY 28, 2021**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 EXPENDITURES	 <u>-</u>	 <u>-</u>
Total expenditures	<u>-</u>	<u>-</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 - -	 - -
 Fund balances - beginning	 144	 144
Fund balances - ending	<u><u>\$ 144</u></u>	<u><u>\$ 144</u></u>

**SUNSHINE
WATER CONTROL DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2018
FOR THE PERIOD ENDED FEBRUARY 28, 2021**

	Current Month	Year To Date	Adopted Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ 27,673	\$ 813,969	\$ 916,037	89%
Interest	-	2	-	N/A
Total revenues	<u>27,673</u>	<u>813,971</u>	<u>916,037</u>	89%
EXPENDITURES				
Debt service				
Interest	-	280,440	531,668	53%
Total debt service	<u>-</u>	<u>280,440</u>	<u>531,668</u>	53%
Other fees and charges				
Tax collector	277	8,139	9,542	85%
Property appraiser	277	8,139	9,542	85%
Total other fees and charges	<u>554</u>	<u>16,278</u>	<u>19,084</u>	85%
Total expenditures	<u>554</u>	<u>296,718</u>	<u>550,752</u>	54%
Excess/(deficiency) of revenues over/(under) expenditures	27,119	517,253	365,285	142%
OTHER FINANCING SOURCES/(USES)				
Transfers (out) - to GF	<u>(12,813)</u>	<u>(376,890)</u>	<u>(408,255)</u>	92%
Total other financing sources/(uses)	<u>(12,813)</u>	<u>(376,890)</u>	<u>(408,255)</u>	92%
Net increase/(decrease) in fund balance	14,306	140,363	(42,970)	
Fund balances - beginning	413,489	287,432	264,985	
Fund balances - ending	<u>\$ 427,795</u>	<u>\$ 427,795</u>	<u>\$ 222,015</u>	

SUNSHINE

Water Control District

Special Assessment Revenue Improvement Bonds, Series 2018

\$11,685,000

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
11/01/2020		-	280,440.00	280,440.00
05/01/2021		4.800%	251,227.50	251,227.50
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	-	\$5,906,957.50	\$17,591,957.50

**SUNSHINE
WATER CONTROL DISTRICT**

7A

DRAFT

**MINUTES OF MEETING
SUNSHINE WATER CONTROL DISTRICT**

A Meeting of the Landowners of the Sunshine Water Control District was held on March 10, 2021 at 6:30 p.m., at the La Quinta Inn Coral Springs, 3701 N. University Drive, Coral Springs, Florida 33065.

Present at the meeting were:

Cindy Cerbone	District Manager
Al Malefatto	District Counsel
Orlando Rubio	District Engineer
Steve Smith	Craig A. Smith & Associates, Inc. (CAS)
Cory Selchan	Field Superintendent
John McKune (via telephone)	Engineering Consultant
Joe Morera	Landowner
Ivan Ortiz	Landowner
Daniel Prudhomme	Landowner
Susan Seal	Landowner

FIRST ORDER OF BUSINESS

Call to Order

Ms. Cerbone called the Landowners' Meeting to order at 6:37 p.m.

SECOND ORDER OF BUSINESS

Affidavit of Publication

The proof of publication was included for informational purposes.

THIRD ORDER OF BUSINESS

**Election of Chair and Secretary for the
Purpose of Conducting the Landowners'
Meeting**

All in attendance agreed to Ms. Cerbone serving as Chair and Secretary to conduct the Landowners' meeting.

38 **FOURTH ORDER OF BUSINESS** **Determination of a Quorum Present**

39
40 Ms. Cerbone determined that several Landowners were present; therefore, a quorum
41 was established.

42
43 **FIFTH ORDER OF BUSINESS** **Election of Supervisor**

44
45 Ms. Cerbone stated that she validated proxy forms, totaling 129 proxy votes, which Mr.
46 Morera obtained from property owners within the District. Mr. Morera delivered the proxy
47 forms to her prior to the meeting. She also received voting ballots from Mr. Ortiz, Mr.
48 Prudhomme and Mr. Morera.

49 **A. Nominations**

- 50 • **Seat Currently Held by Mr. Morera (*three-year term*)**

51 This item was presented following Item 5B.

52 **B. Casting of Ballots (*in order of nominations*)**

- 53 • **Determine Number of Voting Units Represented**
54 • **Determine Number of Voting Units Assigned by Proxy**

55 A grand total of 132 voting units were represented, as follows:

56 In-Person: 3 voting units
57 Assigned by proxy: 129 voting units

58 **▪ Nominations**

- 59 • **Seat Currently Held by Mr. Morera (*three-year term*)**

60 **This item, previously Item 5A, was presented out of order.**

61 Mr. Prudhomme nominated Mr. Joe Morera.

62 No other nominations were made.

63 The following votes were cast for Mr. Joe Morera:

64 Mr. Morera: 1 individual vote 129 proxy votes
65 Mr. Ortiz: 1 individual vote
66 Mr. Prudhomme: 1 individual vote

67 **C. Ballot Tabulation and Results**

68 Ms. Cerbone reported the following ballot tabulation, results and term length:

69 Joe Morera 132 Votes 3-Year Term

70

71 **SIXTH ORDER OF BUSINESS**

**District Engineer's Annual Report to
Landowners [Florida Statutes 298.14]**

72

73

74 Mr. Rubio presented the District Engineer's Annual Report to Landowners, consisting of
75 projects and activities affecting the District.

76 Referring to the bullet point "Pump Stations 1 & 2", on Page 1, Mr. Malefatto clarified
77 for the record that the litigation settlement was approved in a Board of Supervisors' open
78 public meeting and not in an Executive Session; the error would be corrected.

79

80 **SEVENTH ORDER OF BUSINESS**

Landowners' Questions/Comments

81

82 There being no Landowners' questions or comments, the next item followed.

83

84 **EIGHTH ORDER OF BUSINESS**

Adjournment

85

86 There being no further business to discuss, the meeting adjourned at 6:47 p.m.

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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93
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99

Secretary/Assistant Secretary

President/Vice President

**SUNSHINE
WATER CONTROL DISTRICT**

7B

DRAFT

**MINUTES OF MEETING
SUNSHINE WATER CONTROL DISTRICT**

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The Board of Supervisors of the Sunshine Water Control District held a Regular Meeting on March 10, 2021, *immediately following the Landowners' Meeting, scheduled to commence at 6:30 p.m.*, at La Quinta Inn Coral Springs, 3701 N. University Drive, Coral Springs, Florida 33065

Present were:

Joe Morera	President
Ivan Ortiz	Vice President
Daniel Prudhomme	Secretary

Also present were:

Cindy Cerbone	District Manager
Al Malefatto	District Counsel
Orlando Rubio	District Engineer
Steve Smith	Craig A. Smith & Associates, Inc. (CAS)
Cory Selchan	Field Superintendent
John McKune (via telephone)	Consultant Engineer
Susan Seal	Resident

FIRST ORDER OF BUSINESS

Call to Order

Ms. Cerbone called the meeting to order at 6:48 p.m.

SECOND ORDER OF BUSINESS

Roll Call

All Supervisors were present, in person.

THIRD ORDER OF BUSINESS

Pledge of Allegiance

All present recited the Pledge of Allegiance.

FOURTH ORDER OF BUSINESS

Public Comments [3-Minute Time Limit]

This item was presented following the Fifth Order of Business.

41 **FIFTH ORDER OF BUSINESS**

Administration of Oath of Office to Newly Elected Supervisor (the following to be provided in separate package)

42
43
44
45 Ms. Cerbone, a Notary of the State of Florida and duly authorized, administered the
46 Oath of Office to Mr. Morera. Mr. Morera was already familiar with the following items:

47 **A. Guide to Sunshine Amendment and Code of Ethics for Pubic Officers and Employees**

48 **B. Membership, Obligations and Responsibilities**

49 **C. Financial Disclosure Forms**

50 **I. Form 1: Statement Financial Interests**

51 **II. Form 1X: Amendment to Form 1, Statement Financial Interests**

52 **III. Form 1F: Final Statement of Financial Interests**

53 **D. Form 8B – Memorandum of Voting Conflict**

54 **▪ Public Comments [3-Minute Time Limit]**

55 **This item, previously the Fourth Order of Business, was presented out order.**

56 Ms. Cerbone gave an overview of several discussions she had with Resident Susan Seal
57 and a Condominium Association Representative about executing the Option 2, Obstruction
58 Removal Agreement. She reviewed the existing policies and noted that, although this topic was
59 included as an agenda item, Ms. Seal wanted to express her concerns, under public comments.

60 Ms. Seal stated that she wants the overgrown cypress tree causing the easement to
61 shrink to be removed. She discussed how the Condominium Representative had her execute
62 the SWCD Obstruction Removal Agreement but she was now concerned of possible
63 repercussions and she was troubled that she was not advised of the other options, provided
64 with those Agreements and given sufficient time to review the documents and the situation at
65 the time she executed the Agreement. Although Ms. Cerbone and Mr. Selchan clarified the
66 property boundaries and contractor insurance coverage, Ms. Seal asked for more time to
67 review the document and agreed to let Ms. Cerbone know if she wanted this item included on
68 the next agenda.

69

70 **SIXTH ORDER OF BUSINESS**

Consideration of Resolution 2021-02, Canvassing and Certifying the Results of the Landowners’ Election of a Supervisor for the Sunshine Water Control District

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75 Ms. Cerbone presented Resolution 2021-02. The following results of the Landowners’
76 Election would be inserted into Resolution 2021-02.

77 Joe Morera 132 Votes 3-year Term

78

79 **On MOTION by Mr. Prudhomme and seconded by Mr. Ortiz, with all in favor,**
80 **Resolution 2021-02, Canvassing and Certifying the Results of the Landowners’**
81 **Election of a Supervisor for the Sunshine Water Control District, was adopted.**

82

83

84 **SEVENTH ORDER OF BUSINESS** **Consideration of Resolution 2021-03,**
85 **Designating the Officers of the District and**
86 **Providing for an Effective Date**

87

88 Ms. Cerbone presented Resolution 2021-02. Mr. Ortiz nominated the slate of officers as
89 follows:

- | | | |
|----|---------------------|------------------|
| 90 | President | Joe Morera |
| 91 | Vice President | Ivan Ortiz |
| 92 | Secretary | Daniel Prudhomme |
| 93 | Treasurer | Craig Wrathell |
| 94 | Assistant Treasurer | Jeff Pinder |
| 95 | Assistant Secretary | Craig Wrathell |
| 96 | Assistant Secretary | Cindy Cerbone |
| 97 | Assistant Secretary | Daniel Rom |

98 No other nominations were made.

99

100 **On MOTION by Mr. Ortiz and seconded by Mr. Prudhomme, with all in favor,**
101 **Resolution 2021-03, Designating the Officers of the District and Providing for**
102 **an Effective Date, as nominated, was adopted.**

103

104

105 **EIGHTH ORDER OF BUSINESS** **Acceptance of Unaudited Financial**
106 **Statements as of January 31, 2021**

107

108 Ms. Cerbone presented the Unaudited Financial Statements as of January 31, 2021.

109 Mr. Morera suggested, and the Board agreed with transferring \$500,000 from the
110 “Unassigned” line item to “Disaster recovery”, in the Fiscal Year 2022 proposed budget.

111

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113

On MOTION by Mr. Prudhomme and seconded by Mr. Ortiz, with all in favor, the Unaudited Financial Statements as of January 31, 2021, were accepted.

114

115

116 **NINTH ORDER OF BUSINESS**

Approval of February 10, 2021 Regular Meeting Minutes

117

118

119 Ms. Cerbone presented the February 10, 2021 Regular Meeting Minutes. Minor edits
120 from Mr. Malefatto were submitted to Management and would be incorporated before the
121 minutes are posted on the District website.

122

123

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On MOTION by Mr. Prudhomme and seconded by Mr. Ortiz, with all in favor, the February 10, 2021 Regular Meeting Minutes, as amended to incorporate edits previously submitted to Management, were approved.

126

127

128 **TENTH ORDER OF BUSINESS**

Public Comments

129

130

There being no public comments, the next item followed.

131

132 **ELEVENTH ORDER OF BUSINESS**

Supervisors' Communications

133

134

Mr. Ortiz welcomed Mr. Morera back to the Board.

135

136

Mr. Morera thanked the Board for their support and confidence in, once again,
appointing him as President of the Board.

137

138 **TWELFTH ORDER OF BUSINESS**

Staff Reports

139

140

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

141

**I. Discussion: National Special Districts Coalition (NSDC) Request to Include
Special Districts in Pending Federal COVID-19 Relief Package**

142

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146

Mr. Malefatto discussed the Federal COVID-19 Relief Bill, under which Special Districts
could request funds once President Biden executes it on Friday. The Board decided to not take
any action at this time, as the time and effort to collect and submit COVID-19 related data
would exceed the minimal out-of-pocket expenses incurred by the District.

147

148

**II. Consideration of Request for Amendment to District's Drainage Easement -
Construction of Gas/Convenience Store at 4550 North University Blvd.**

149 Mr. Malefatto presented a letter given to the Developer, which stated the District did
150 not object to the City proceeding with the application on the above site; however, it also stated
151 that, until the drainage easement issues and site plan was amended, the District would not sign
152 off on any final approvals. He, Mr. Rubio and Mr. Selchan conveyed discussions with the various
153 parties and the timeline to resolve this matter to prevent incurring additional review fees. This
154 would be presented for approval at the next meeting.

155 Mr. Malefatto stated that State Representative Daley revised his proposed House Bill to
156 change the method of electing Supervisors for Special Districts. He had not confirmed a rumor
157 that the North Springs Improvement District (NSID) approved it. If passed, the conversion
158 would commence in 2026, with the Board expanded to five Members; this could potentially
159 apply to all four of the Special Districts within Coral Springs. He recommended that the District
160 engage a lobbyist to oppose the Bill and suggested that each Supervisor contact Representative
161 Daley to discuss it and suggest increasing Supervisor compensation in the proposed legislation;
162 although he did not believe the Bill would pass without the NSID approving the recent revisions.

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

164 **I. Presentation: Monthly Engineer's Report**

165 Mr. Rubio presented the Monthly Engineer's Report.

166 **▪ Consideration of Proposal for Canal 2B Design Work**

167 **a. Under CAS Management, Radise International Proposal to Develop Design –**
168 **Build Bid Package**

169 **This item, previously Item 12BIVa, was presented out of order.**

170 Mr. Rubio presented the Radise International (Radise) proposal to develop, in
171 coordination with CAS, a design build criteria bid package for the Riverside Drive Bridge
172 Improvements and Pump Station (PS) 2, part of the West Outfall Canal Phase 2B, projects.
173 Regarding questions about Engineering fees and the project options Radise presented, Mr.
174 Rubio and Mr. Smith agreed that the costs were fair. Including Radise in developing the bid
175 packages was typical, as it allows one contractor to oversee the Engineers involved in the
176 project and is more cost-effective than the alternative. Mr. Selchan stated the approach was
177 typical; there are pros and cons to splitting up the scope of work. Mr. McKune recommended
178 proceeding with the recommended process, which, would be the most effective and efficient
179 way, if done properly. As they would monitor each project and the costs, Mr. Prudhomme

180 asked Mr. Smith to advise Radise of the District’s comments about the underwhelming
181 presentation, that Radise must meet the project deadlines and that the District would not stand
182 for any delays or a repeat of the performance issues of the prior project. Mr. Smith stated that
183 the contract was with CAS, not the District.

184

On MOTION by Mr. Prudhomme and seconded by Mr. Ortiz, with Mr. Prudhomme and Mr. Ortiz in favor and Mr. Morera dissenting, the Radise International proposal for Geotechnical Engineering Services, in a not-to-exceed amount of \$71,592.40, was approved. [Motion passed 2-1]

189

190

191

▪ **Consideration of Proposal for Canal 2B Design Work**

192

b. CAS Proposal for Canal Plans for Phase 2B (Including Radise International’s Proposal for Soil Sampling Analysis)

193

This item, previously Item 12BIVb, was presented out of order.

194

195

Mr. Rubio presented the CAS proposal. Mr. Smith stated the design portion of the project was expected to take three months. Mr. Rubio, Mr. Smith and Mr. Selchan provided details of the current issues and the projects that would resolve them and compared the differences to the scope of work that was previously done.

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On MOTION by Mr. Prudhomme and seconded by Mr. Ortiz, with all in favor, Craig A. Smith and Associates Proposal #4083 to provide Professional Services for Canal Plans for the Phase 2B West Outfall Canal Construction, in a not-to-exceed amount of \$114,100, was approved.

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II. Permit Applications

207

Mr. Rubio stated that Crown Castle Fiber resubmitted plans because they differed from the ones that were originally approved; the resubmitted plans included repairing the damaged culvert. He stated that cost recovery fees were received.

208

209

Mr. Rubio recommended approving the right-of-way (ROW) permit applications.

210

211

Due to the slow response to repair the damaged culvert, the Board decided to proceed with approving all the permit applications, with the condition that CAS signs off that the culvert repairs were properly completed before giving the approval to proceed with the other permits.

212

213

214

a. 12409 NW 35 ST. – South Feed Canal Crossing 01

- 215 b. 12409 NW 35 ST. – South Feed Canal Crossing 02
- 216 c. 12409 NW 35 ST. – South Feed Canal Crossing 03
- 217 d. 12409 NW 35 ST. – South Feed Canal Crossing 04
- 218 e. 4300 Coral Ridge Dr. – North Feed Canal Crossing 04
- 219 f. 12409 NW 39 ST. – North Feed Canal Crossing UG (Pipe Repair)

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On MOTION by Mr. Ortiz and seconded by Mr. Prudhomme, with all in favor, the CAS Project No. 15-1826, Right-of-Way (ROW) permit application to install fiber optic cables and for pipe repair at 12409 NW 39 Street, North Feed Canal Crossing, submitted by Crown Castle Fiber, subject to the Special Conditions set forth in the March 1, 2021 recommendation letter, was approved.

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- g. 3775 NW 124 AVE. – North Feed Canal Crossing 14

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On MOTION by Mr. Morera and seconded by Mr. Ortiz, with all in favor, the, CAS Project No. 15-1826, Right-of-Way (ROW) permit applications, specified as Agenda Items 12BIIa through 12BIIe and 12BIIg, to install fiber optic cables at 12409 NW 35 Street, South Feed Canal Crossings 01 through 04, 4300 Coral Ridge Drive, North Feed Canal Crossing 04 and 3775 NW 124 Avenue, North Feed Canal Crossing 14, submitted by Crown Castle Fiber, subject to the Special Conditions set forth in the March 1, 2021 recommendation letter, with the release of these permits contingent upon successful completion of the 12409 NW 39 Street, North Feed Canal Crossing UG Pipe Repair project, which included the District Engineer signing off on that permit and that all repair work was completed, was approved.

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Mr. Rubio distributed another permit application during the meeting.

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On MOTION by Mr. Ortiz and seconded by Mr. Prudhomme, with all in favor, the CAS Project No. 15-1826, Right-of-Way (ROW) permit application to install directional bore conduits along the upland canal bank and beneath the existing culvert on Coral Ridge Drive, South of Royal Palm Boulevard, submitted by Focus Engineering Services Inc., on behalf of Bluestream, subject to the Special Conditions set forth in the March 5, 2021 recommendation letter, was approved.

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III. Update: PS1 and PS2 Electrical Engineering Design

255

This item was discussed during Item 12BI.

256 IV. Consideration of Proposal for Canal 2B Design Work

257 a. Under CAS Management, Radise International Proposal to Develop
258 Design – Build Bid Package

259 b. CAS Proposal for Canal Plans for Phase 2B (Including Radise
260 International’s Proposal for Soil Sampling Analysis)

261 These items were presented following Item 12BI.

262 C. District Engineering Consultant: *John McKune*

263 There being no report, the next item followed.

264 D. District Field Supervisor: *Cory Selchan*

265 Mr. Selchan reported the following and responded to questions:

266 ➤ 4” of rainfall was received since the last meeting; 8” is typical but the amount had not
267 negatively affected the canal system. The water levels were sound.

268 ➤ Staff remained busy and resident complaints were down to a minimum.

269 ➤ He commended his crew for taking the pandemic situation in stride and not complaining
270 about the inconveniences of adhering to safety precautions. One employee contacted COVID
271 but was doing much better and was waiting for test results before returning to work.

272 ➤ Continuing Issues with Commercial Area Trash: Trash was and would continue to be an
273 issue until the City takes action. The identified areas of concern were because walls were not
274 built around certain areas early in the development of the community.

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

276 I. Consideration of Obstructions Removal Agreement Option 2, 3221 Coral
277 Springs Drive and Associated Obstructions Removal

278 This item was addressed during public comments. It would stay on the agenda, as the
279 matter remained pending.

280 Discussion ensued regarding defining and determining ROW boundaries and ownership,
281 actual location of the ficus tree in question and the condominium’s association involvement.

282 II. Consideration of Obstructions Removal Agreement Option 2, 10265 NW 41
283 Court

284 Ms. Cerbone presented the Option 2 Agreement. One estimate was received and two
285 more were pending.

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On MOTION by Mr. Prudhomme and seconded by Mr. Ortiz, with all in favor, the Option #2 Obstructions Removal Agreement, for 10265 NW 41 Court, and authorizing Staff to proceed with the lowest bid, in a not-to-exceed amount of \$3,000, was approved.

**III. Consideration of Resolution 2021-04, Sunshine Water Control District
Temporary COVID-19 Paid Sick Leave Policy**

Ms. Cerbone recapped the actions taken by the Board in 2020, in which employees would be paid for time away from work due to COVID-19, without affecting the employee’s vacation or sick time accruals.

Ms. Cerbone presented the temporary policy, which was prepared in coordination with Mr. Selchan and Ms. Rustin, from Mr. Malefatto’s office. Discussion ensued regarding updating the document with general COVID-related verbiage. This item would remain on the agenda to allow the Board additional time for review.

IV. NEXT MEETING DATE: April 14, 2021 at 6:30 P.M.

- **QUORUM CHECK**

The next meeting will be held on April 14, 2021 at 6:30 p.m.

THIRTEENTH ORDER OF BUSINESS

Adjournment

There being no further business to discuss, the meeting adjourned at 9:03 p.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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321

Secretary/Assistant Secretary

President/Vice President

**SUNSHINE
WATER CONTROL DISTRICT**

10A1

THIS INSTRUMENT PREPARED BY:

Eric Coffman
Dunay, Miskel and Backman LLP
14 SE 4th Street, Suite 36
Boca Raton, Florida 33432
(561) 405-3332

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT (“**Agreement**”), is made and entered into as of _____, 2021, by SUNSHINE WATER CONTROL DISTRICT, whose address is 2300 Glades Road, Suite 410W, Boca Raton, FL 33431 (the "**District**"), and BORDER ASSETS, LLC a Florida limited liability company, whose address is 6815 Biscayne Blvd., Suite 103-209, Miami, FL 33138 (“**Owner**”).

RECITALS:

WHEREAS, Owner is the owner of certain real property located within the corporate limits of the City of Coral Springs, Florida, located at 4550 N. University Drive, Coral Springs, Florida 33065, and more particularly described on Exhibit A attached hereto (the “**Property**”); and

WHEREAS, the Property is subject to that certain 80' drainage and maintenance easement in favor of the District pursuant to that certain Plat of CORAL SPRINGS HILLS, as recorded in Plat Book 59, Page 41, Public Records of Broward County, Florida (the "**Easement**"); and

WHEREAS, Owner intends to develop the Property substantially in accordance with the proposed site plan and landscape plan, attached hereto as Exhibit B (collectively the "**Site Plan**"), which will result in future improvements (including, without limitation, buildings, paving, curbing, catch basins, sidewalks, landscaping, and related facilities, collectively, the "**Improvements**") encroaching ten (10) +/- feet into the Easement along the western property line (the "**Encroachment**"); and

WHEREAS, the District is willing to permit the Encroachment subject to the terms and conditions of this Agreement; and

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties hereto, the parties agree as follows:

1. Recitals. The foregoing Recitals are true and correct and incorporated into the substantive body of this Agreement.

2. Encroachment. The District hereby grants permission for the Encroachment in the Easement as shown on the Site Plan.

3. Release. Owner hereby releases the District, its representatives, employees and elected officials from any and all damages, claims, or liability, with respect to the Encroachment that may arise due to the Owner’s actions within the Encroachment and District's use of the Easement or operation and maintenance of infrastructure within the Easement.

4. Priority of City’s Property. Neither the Improvements nor the Encroachment will be altered or maintained in such a manner so as to interfere in any material respect with the District's

operation or maintenance within the Easement or any public or general improvements located thereon.

5. Maintenance. In consideration for the Owner's consent to locate the Encroachment within the Easement as described herein, the Owner agrees, at its sole cost and expense, to install, maintain, repair and operate the Improvements within the Encroachment in accordance with all applicable laws, codes, and regulations. Landscape materials located on the west side of the proposed wall and building, as further identified on the Site Plan, shall be planted no more than two feet (2') from the wall and maintained at a width of no more than four feet (4') into the easement when measured from the wall.

6. No Waiver/No Vesting. This Agreement does not constitute a waiver of the District's regulatory authority or responsibility for drainage and flood control. The Property remains subject to all applicable laws, rules, codes and regulations.

7. Insurance. Owner shall maintain, at its expense, and keep in force at all times during the term of this Agreement, a policy of commercial general public liability insurance, including a contractual liability endorsement, and personal injury liability coverage, which shall include coverage against claims for any injury, death, or damage to persons or property occurring on, in or about the Encroachment with a combined single limit of not less than \$1,000,000.00. The District will be named as an additional insured on such insurance policies. Upon the District's request from time to time, Owner shall furnish to the District: (a) a certificate of insurance evidencing the foregoing coverages, and providing that such insurance policy may not be cancelled on less than 30 days prior written notice to the District; and (b) proof of payment of the insurance premium.

8. Indemnification. Owner shall indemnify, defend and hold the District harmless from and against any and all losses, costs, damages, liens, claims, liabilities, or expenses (including, but not limited to, reasonable attorneys' fees, court costs, and disbursements) incurred by the District arising from or by reason of the Encroachment and the Improvements located therein, except to the extent arising from the negligence or willful misconduct of the District, its representatives, employees and elected officials.

9. Covenants Running with the Land. The rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors, and assigns.

10. Attorneys' Fees. If any action is brought by either party against the other in connection with or arising out of this Agreement or any of the documents and instruments delivered in connection herewith or in connection with the transactions contemplated hereby, the prevailing party shall be entitled to recover from the other party its reasonable out-of-pocket costs and expenses, including, without limitation, reasonable attorneys' fees, incurred in connection with the prosecution or defense of such action.

11. Counterparts; Amendments. This Agreement may be executed in counterparts, and when executed and delivered by all parties in person, by facsimile or email pdf, shall become one (1) integrated agreement enforceable on its terms. This Agreement supersedes all prior agreements between the parties with respect to the subject hereof and all discussions, understandings, offers, and negotiations with respect thereto, whether oral or written. This Agreement shall not be amended or modified, except in a writing signed by each party hereto. All exhibits that are referenced in this Agreement or attached to it are incorporated herein and made a part hereof as if fully set forth in the body of the document.

12. Governing Law. This Agreement and the obligations arising hereunder shall be governed

by, and construed in accordance with, the laws of the State of Florida, without regard to principles of conflicts of laws.

13. Further Assurances. Each party agrees to do such things, perform such acts and make, execute, acknowledge, and deliver such documents as may be reasonably necessary and customary to carry out the intent and purposes of this Agreement, so long as any of the foregoing do not materially increase any parties' obligations hereunder or materially decrease any parties' rights hereunder.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

SIGNED IN THE PRESENCE OF
TWO WITNESSES:

DISTRICT:

SUNSHINE WATER CONTROL DISTRICT

By: _____

Name: _____

Its: _____

Print Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2021 by _____ of SUNSHINE WATER CONTROL DISTRICT, on behalf of the district. He/she is personally known to me or has produced _____ (type of identification) as identification.

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

[NOTARY SEAL]

SIGNED IN THE PRESENCE OF
TWO WITNESSES:

Print Name: _____

Print Name: _____

OWNER:

Boarder Assets, LLC, a Florida limited liability
company

By: _____

Name: _____

Its: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online
notarization, this ____ day of _____, 2021 by _____ of
_____, a _____, on behalf of the company. He/she is personally
known to me or has produced _____ (type of identification) as identification.

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

[NOTARY SEAL]

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

A PORTION OF PARCEL "C", A RESUBDIVISION OF LOT 13, BLOCK A, AND LOTS 1 AND 39, BLOCK C, AND PARCEL "C", CORAL SPRINGS HILLS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 63, PAGE 44, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND ALSO A PORTION OF PARCEL A, CORAL SPRINGS HILLS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 59, PAGE 41, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 16, TOWNSHIP 48 SOUTH, RANGE 41 EAST;

THENCE ON AN ASSUMED BEARING OF DUE SOUTH ALONG THE EAST LINE OF SAID SECTION 16 ALSO BEING THE CENTER LINE OF UNIVERSITY DRIVE (NORTHWEST 93RD AVENUE), A DISTANCE OF 73.01 FEET;

THENCE DUE WEST, A DISTANCE OF 53.00 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL "C" AND THE WEST RIGHT-OF-WAY LINE OF UNIVERSITY DRIVE, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE DUE SOUTH ALONG SAID EAST LINE, A DISTANCE OF 225.64 FEET;

THENCE DUE WEST, A DISTANCE OF 243.48 FEET TO A POINT ON THE EAST LINE OF LOT 3, BLOCK A OF SAID CORAL SPRINGS HILLS; THENCE DUE NORTH ALONG SAID EAST LINE AND ITS NORTHERLY EXTENSION, A DISTANCE OF 256.29 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL "A" AND ON THE SOUTH RIGHT-OF-WAY OF WILES ROAD;

THENCE SOUTH $88^{\circ}31'16''$ EAST ALONG SAID NORTH LINE, A DISTANCE OF 219.20 FEET TO A POINT OF CURVATURE;

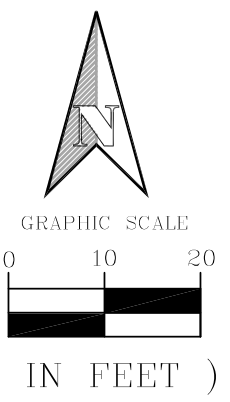
THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF $88^{\circ}31'16''$, A RADIUS OF 25.00 FEET FOR AN ARC DISTANCE OF 38.62 FEET TO A POINT OF TANGENCY ALSO BEING THE POINT OF BEGINNING.

LESS THEREFROM THAT CERTAIN RIGHT-OF-WAY RECORDED IN OFFICIAL RECORDS BOOK 4793, PAGE 166, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

LESS AND EXCEPT ANY PORTION OF THE PROPERTY USED FOR PUBLIC RIGHT-OF-WAY.

EXHIBIT B
SITE PLAN

[See Attached]



ADJACENT BUFFER/SETBACK REQUIREMENTS:
WEST PROPERTY (RS-1)
 FRONT YARD: 50'
 REAR YARD: 25'
 SIDE YARD: 25'
SOUTH PROPERTY (B2)
 FRONT YARD: 65'
 REAR YARD: 0'
 SIDE YARD: 25'
FRONT BUFFER: 25'
REAR BUFFER: 0'
SIDE BUFFER: 25'

ELEVATIONS BASED ON NAVD 88 VERTICAL DATUM DATUM CONVERSION NGVD29 - NAVD88 = 1.539'

LEGEND

- CONCRETE
- HEAVY DUTY ASPHALT PAVEMENT

NOTE: ALL SIGNAGE SHALL REQUIRE A SEPARATE BUILDING PERMIT.
 NOTE: ALL DUMPSTER ENCLOSURES AND SITE LIGHTING SHALL REQUIRE A SEPARATE BUILDING PERMIT.

NOTE: THE PAGES TITLED "GENERAL NOTES", AS LISTED ON THE COVER PAGE OF THIS SET OF CONSTRUCTION DOCUMENTS, SHALL APPLY TO ALL SHEETS HEREIN. THE GENERAL CONTRACTOR SHALL PROVIDE A COPY OF THE "GENERAL NOTES" SHEETS TO ALL BIDDERS AND SUBCONTRACTORS.

NOTE: CONTRACTOR SHALL FIELD VERIFY UTILITY POINT OF CONNECTIONS LOCATION, ELEVATION AND TYPE PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF RECORD OF ANY DISCREPANCIES BETWEEN THE PLANS AND EXISTING FACILITIES.

NOTE: ALL RADII ARE 3" UNLESS OTHERWISE SPECIFIED.
 NOTE: BUILDING SETBACKS ARE TO CMU CORNER OF BUILDING

NOTE: ALL DISTURBED AREAS TO BE SODDED AND RESTORED TO A CONDITION EQUAL TO OR BETTER THAN PRE-CONSTRUCTION CONDITION.

NOTE: ALL IMPROVEMENTS ARE PARALLEL AND PERPENDICULAR TO THE WEST PROPERTY UNLESS OTHERWISE SHOWN.

NOTE: ALL ASPHALT DIMENSIONS ARE TO FACE OF CURB

LAND USE TABLE

TAX PARCEL #:	484-46-01-0691
LOCATION:	4550 N UNIVERSITY DRIVE, CORAL SPRINGS, FL 33065
ZONING DISTRICT:	BUSINESS DISTRICT (B2)
FUTURE LAND USE:	COMMERCIAL
CURRENT LAND USE:	COMMERCIAL
ADJACENT ZONING (NORTH):	BUSINESS DISTRICT (B2)
ADJACENT ZONING (SOUTH):	BUSINESS DISTRICT (B2)
ADJACENT ZONING (EAST):	BUSINESS DISTRICT (B2)
ADJACENT ZONING (WEST):	ESTATE (RS-1)

PROPOSED BUILDING SETBACKS	REQUIRED/PERMITTED	PROPOSED
FRONT (NORTH):	65' (MIN)	±166.3
REAR (SOUTH):	0' (MIN)	±30.2
SIDE (WEST):	20' (MIN)	±74.6
SIDE (EAST):	65' (MIN)	±88.6
CANOPY SETBACK:	50' (MIN)	±53.4

LANDSCAPE BUFFER	REQUIRED/PERMITTED	PROPOSED
FRONT (NORTH):	25' (MIN)	±25.0'
REAR (SOUTH):	0' (MIN)	±4.0'
SIDE (WEST):	25' (MIN)	±69.9'
SIDE (EAST):	25' (MIN)	±25.0'

PEDESTRIAN ZONE	REQUIRED/PERMITTED	PROPOSED
ZONE III FRONT:	8'-15' (MIN)	17'
LANDSCAPED AREA:	25% (MIN)	29%

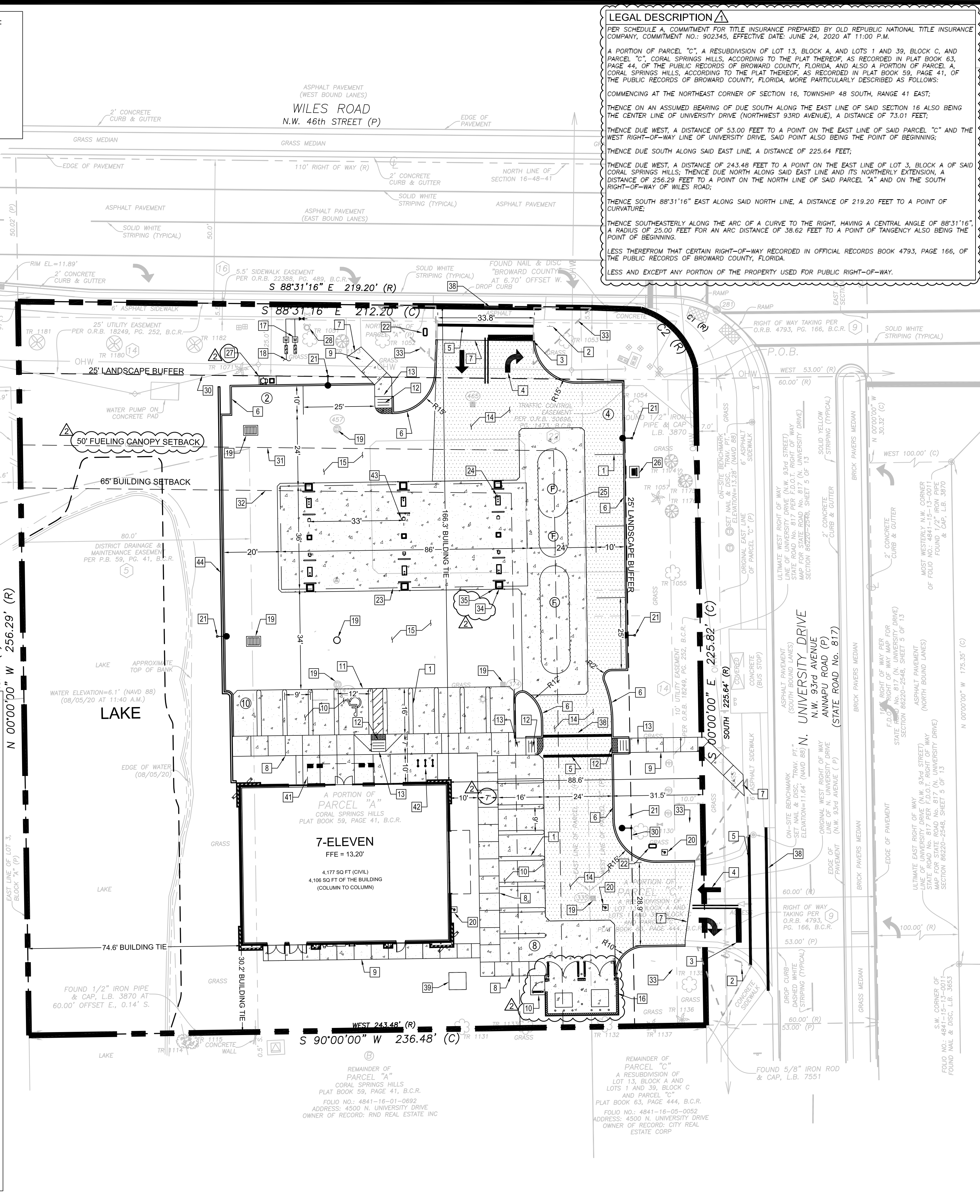
	PROPOSED AREA (SF)	AREA (AC)	PERCENTAGE
AREA	59,847	1.37	100.00%
BUILDING AREA	4,177	0.10	6.98%
CANOPY AREA	3,096	0.07	5.17%
LAKE	10,210	0.23	17.06%
PAVEMENT, LOADING, SIDEWALKS	23,683	0.52	37.90%
IMPERVIOUS (INCLUDES LAKE)	40,166	0.92	67.11%
PERVIOUS (GREEN)	19,681	0.45	32.89%
TOTAL	59,847	1.37	100.00%

BICYCLE SPACES: ONE BIKE RACK THAT WILL HOLD 3 BICYCLE SPACES SHALL BE PROVIDED FOR EACH 40 PARKING SPACES PROVIDED; 1 BIKE RACK REQUIRED THREE BIKE RACKS THAT HOLD 6 BICYCLE SPACES PROPOSED

PARKING STALLS: 1 SPACE PER 175 SF OF BUILDING FLOOR SPACE 4,088 / 175 = 24 STALLS REQUIRED 24 STALLS PROPOSED

BUILDING GROSS FLOOR AREA: 4,177 SF
FLOOR AREA RATIO: ±0.07
BUILDING COVERAGE: ±6.98%
LOT WIDTH: ±236'
PRIMARY BUILDING HEIGHT: ±30'

FEMA: FLOOD ZONE X
 FIRM PANEL #: 12011C0145H DATED AUGUST 18, 2014, CORAL SPRINGS, FL



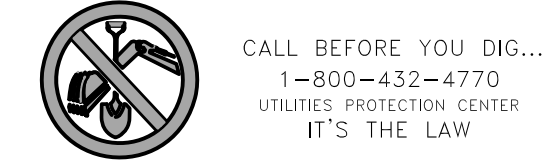
LEGAL DESCRIPTION
 PER SCHEDULE A, COMMITMENT FOR TITLE INSURANCE PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NO.: 902345, EFFECTIVE DATE: JUNE 24, 2020 AT 11:00 P.M.
 A PORTION OF PARCEL "C", A RESUBDIVISION OF LOT 13, BLOCK A, AND LOTS 1 AND 39, BLOCK C, AND PARCEL "C", CORAL SPRINGS HILLS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 63, PAGE 44, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND ALSO A PORTION OF PARCEL A, CORAL SPRINGS HILLS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 59, PAGE 41, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE NORTHEAST CORNER OF SECTION 16, TOWNSHIP 48 SOUTH, RANGE 41 EAST; THENCE ON AN ASSUMED BEARING OF DUE SOUTH ALONG THE EAST LINE OF SAID SECTION 16 ALSO BEING THE CENTER LINE OF UNIVERSITY DRIVE (NORTHWEST 93RD AVENUE), A DISTANCE OF 73.01 FEET;
 THENCE DUE WEST, A DISTANCE OF 53.00 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL "C" AND THE WEST RIGHT-OF-WAY LINE OF UNIVERSITY DRIVE, SAID POINT ALSO BEING THE POINT OF BEGINNING;
 THENCE DUE SOUTH ALONG SAID EAST LINE, A DISTANCE OF 225.64 FEET;
 THENCE DUE WEST, A DISTANCE OF 243.48 FEET TO A POINT ON THE EAST LINE OF LOT 3, BLOCK A OF SAID CORAL SPRINGS HILLS; THENCE DUE NORTH ALONG SAID EAST LINE AND ITS NORTHERLY EXTENSION, A DISTANCE OF 256.29 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL "A" AND ON THE SOUTH RIGHT-OF-WAY OF WILES ROAD;
 THENCE SOUTH 88°31'16" EAST ALONG SAID NORTH LINE, A DISTANCE OF 219.20 FEET TO A POINT OF CURVATURE;
 THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 88°31'16", A RADIUS OF 25.00 FEET FOR AN ARC DISTANCE OF 39.62 FEET TO A POINT OF TANGENCY ALSO BEING THE POINT OF BEGINNING;
 LESS THEREFROM THAT CERTAIN RIGHT-OF-WAY RECORDED IN OFFICIAL RECORDS BOOK 4793, PAGE 166, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
 LESS AND EXCEPT ANY PORTION OF THE PROPERTY USED FOR PUBLIC RIGHT-OF-WAY.

GEOMETRY PLAN NOTES

- 1 4" WHITE THERMOPLASTIC STRIPING - DETAIL: S-16 & S-17 / D1.1
- 2 STOP SIGN & POST - DETAIL: 2 / D1.0
- 3 TYPICAL THERMOPLASTIC PAVEMENT MARKINGS - DETAIL: 11 / D1.0 (FDOT INDEX 711-001)
- 4 PAVEMENT MARKING DIRECTIONAL ARROW (TYP.) - DETAIL: 11 / D1.0 (FDOT INDEX 711-001)
- 5 CROSSWALK - DETAIL: 11 / D1.0 (FDOT INDEX 711-001) NOT TO EXCEED 2% CROSS SLOPE OR 5% LONGITUDINAL SLOPE.
- 6 TYPE D CURB (TYP.) - DETAIL: S-4 / D1.1
- 7 PROPOSED CURB/SIDEWALK/PAVEMENT TO TRANSITION SMOOTHLY TO EXISTING ADJACENT SURFACE - CONTRACTOR TO VERIFY CONNECTION, LOCATION AND ELEVATION OF EXISTING ADJACENT SURFACE.
- 8 MONOLITHIC CURB & SIDEWALK (TYP.) - DETAIL: 7 / D1.0
- 9 CONCRETE SIDEWALK (TYP.) - DETAIL: S-14 / D1.1
- 10 CONCRETE PAVEMENT (TYP.) - DETAIL: 4 / D1.0
- 11 HANDICAP ACCESSIBLE PARKING, SIGNAGE & MARKINGS DETAIL: S-16 S-17 / D1.1
- 12 HANDICAP ACCESSIBLE RAMP (WITH RED DETECTABLE WARNING) DETAIL: S-17 / D1.1 & S-19 / D1.1
- 13 5' X 5' LANDING (MIN)
- 14 HEAVY DUTY ASPHALT PAVEMENT (TYP.) DETAIL: 12 / D1.0
- 15 LIGHT DUTY ASPHALT PAVEMENT (TYP.) DETAIL: 12 / D1.0
- 16 DUMPSTER APRON AND ENCLOSURE - DETAIL: 8 / D1.0 & DETAIL: 14 / D1.0
- 17 WATER CONNECTION/RPZ/VALVE - SEE SHEET C6.0 UTILITY PLAN
- 18 IRRIGATION CONNECTION - SEE SHEET C6.0 UTILITY PLAN
- 19 STORM DRAINAGE STRUCTURE (TYP.) - SEE SHEET C5.0 GRADING PLAN
- 20 SANITARY SEWER CLEANOUT (TYP.) - SEE SHEET C6.0 UTILITY PLAN
- 21 SITE LIGHTING POLES (TYP.) - SEE SHEET C8.0 PHOTOMETRIC PLAN
- 22 PROPOSED SIGNAGE
- 23 FUELING STATIONS CANOPY
- 24 FUELING STATION (TYP)
- 25 UNDERGROUND FUEL STORAGE TANKS (2 X 20,000 GALLON CAPACITY)
- 26 FUELING VENT PIPES (PAINTED AN INCONSPICUOUS COLOR AND SCREENED WITH LANDSCAPING)
- 27 AIR COMPRESSOR AND VACUUM (SCREENED WITH LANDSCAPING)
- 28 EXISTING FIRE HYDRANT
- 29 ROUTE DOWNSPOUT DRAINS THROUGH SIDEWALK DETAIL: 3 / D2.0
- 30 LANDSCAPE SETBACK LINE (TYP.)
- 31 FUELING CANOPY SETBACK LINE (TYP.)
- 32 BUILDING SETBACK LINE (TYP.)
- 33 "PEDESTRIAN SIGHT TRIANGLE" 20'X20' (TYP.)
- 34 LANDSCAPE PLANTER BOX (TYP.)
- 35 6" PIPE BOLLARD WITH PLASTIC COVER (TYP.), DETAIL: 3 / D1.0
- 36 NOT USED
- 37 NOT USED
- 38 12" WIDE WHITE THERMOPLASTIC CROSSWALK STRIPING
- 39 GROUND MOUNTED TRANSFORMER
- 40 NOT USED
- 41 AWNING (SEE ARCHITECTURAL PLANS)
- 42 BICYCLE PARKING, 3 INVERTED "U" RACKS PROVIDED DETAIL 1 / 1.0
- 43 PROPOSED HOSE BIB LOCATION
- 44 ±131 LF OF PROPOSED MASONRY RETAINING WALL DETAIL: PROFILE B-B SHEET D2.1

BURIED UTILITIES NOTE

BURIED UTILITIES ARE SHOWN AT THEIR APPROXIMATE LOCATION BASED UPON INFORMATION OBTAINED FROM UTILITY COMPANIES AND FIELD EVIDENCE. OTHER BURIED UTILITIES MIGHT EXIST ON THE SUBJECT SITE WHICH ARE NOT SHOWN ON THE DRAWING. USE EXTREME CAUTION DURING EXCAVATION PROCEDURES AND CONTACT SUNSHINE STATE ONE, 1-800-432-4770 FOR EXACT LOCATION OF BURIED FACILITIES PRIOR TO EXCAVATION OPERATIONS.



CALL BEFORE YOU DIG...
 1-800-432-4770
 UTILITY PROTECTION CENTER
 IT'S THE LAW



LIFETIME PROPERTY, LLC
 2711 BOONE DRIVE, DELRAY BEACH, FL 33483
 TEL: (561) 634-0000
 FAX: (561) 658-6339



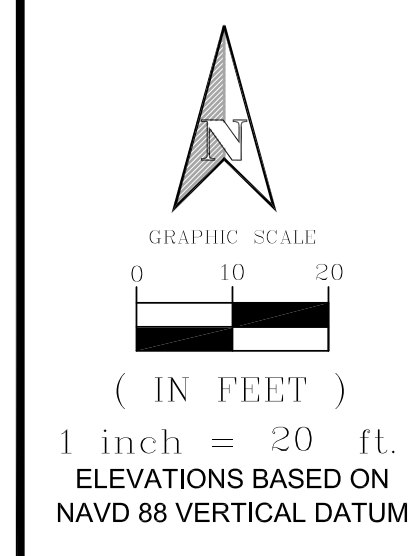
COMMON OAK ENGINEERING
 1209 EDGEWATER DRIVE, SUITE 100
 ORLANDO, FL 32804
 (407) 951-5915
 CERTIFICATE OF AUTHORIZATION: 32644

7-ELEVEN
 STORE # 41999
 4550 N. UNIVERSITY DR.
 CORAL SPRINGS, FL 33065

NO.	DATE	REVISION/ISSUE	BY:	CHK:
1	02/17/21	REVISED PER CITY OF CORAL SPRINGS COMMENTS	JRM	RC
2	02/17/21	CITY OF CORAL SPRINGS COMMENTS	JRM	RC

ENGINEER'S NAME & PE#
 JEREMY R. ANDERSON, P.E.
 P.E. LICENSE NO. 71636

PROJECT # **220.066**
 DATE **03/15/2021** SHEET
 SCALE **1:20** **C4.0**
SITE PLAN



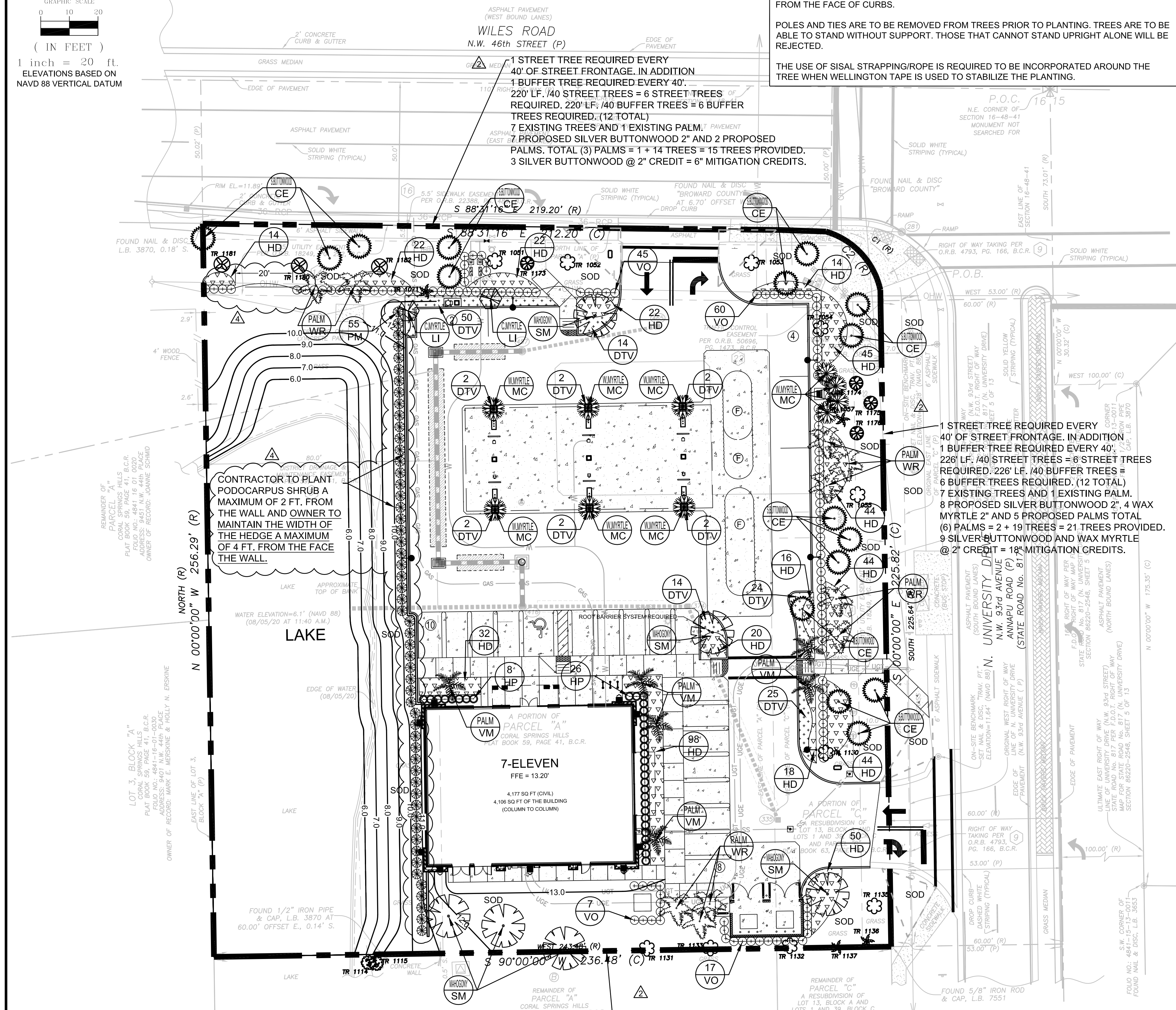
CITY LANDSCAPE NOTES AND REQUIREMENTS:

A PRE-PLANTING MEETING SHALL BE SCHEDULED WITH THE CITY FORESTER OR LANDSCAPE INSPECTOR AND THE LANDSCAPE CONTRACTOR BEFORE ANY INSTALLATION BEGINS.

LANDSCAPE MATERIALS PLANTED ADJACENT TO CURBING SHALL BE PLANTED 3 FEET BACK FROM THE FACE OF CURBS.

POLES AND TIES ARE TO BE REMOVED FROM TREES PRIOR TO PLANTING. TREES ARE TO BE ABLE TO STAND WITHOUT SUPPORT. THOSE THAT CANNOT STAND UPRIGHT ALONE WILL BE REJECTED.

THE USE OF SISAL STRAPPING/ROPE IS REQUIRED TO BE INCORPORATED AROUND THE TREE WHEN WELLINGTON TAPE IS USED TO STABILIZE THE PLANTING.

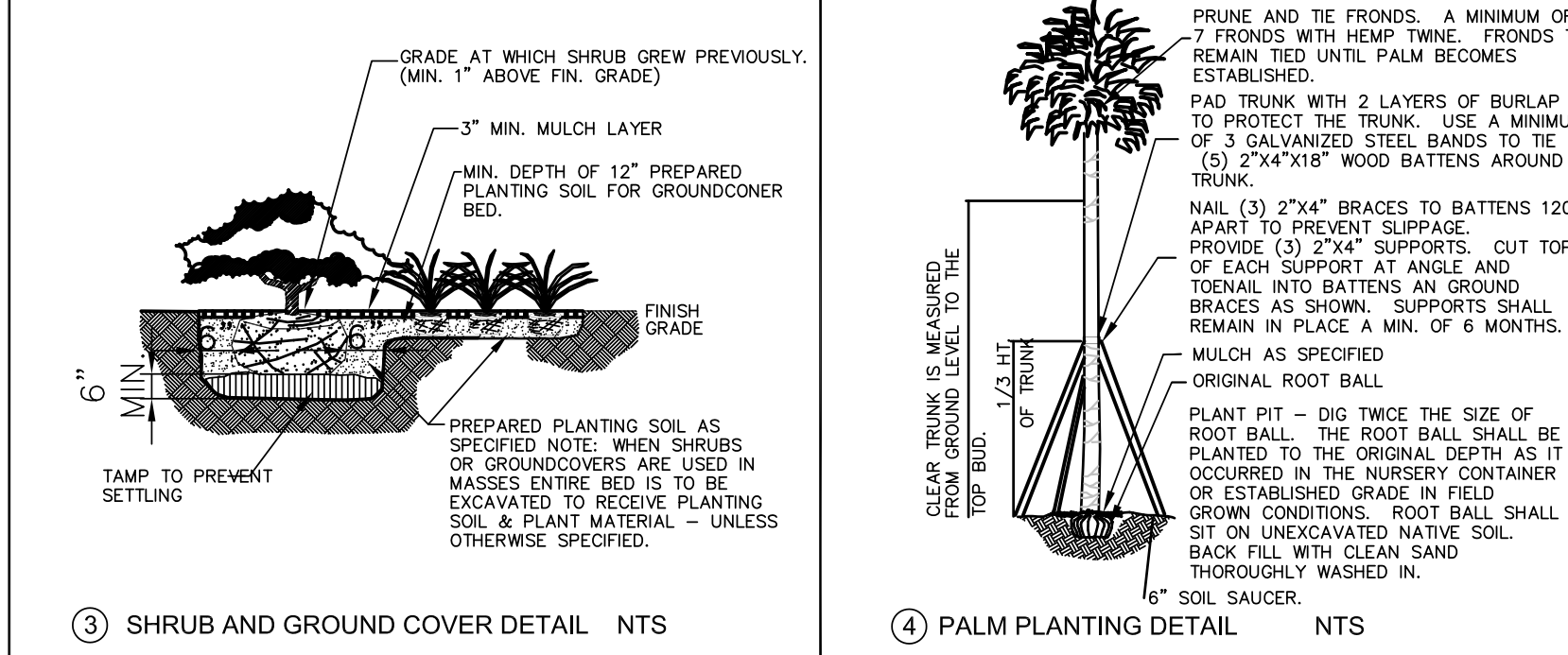
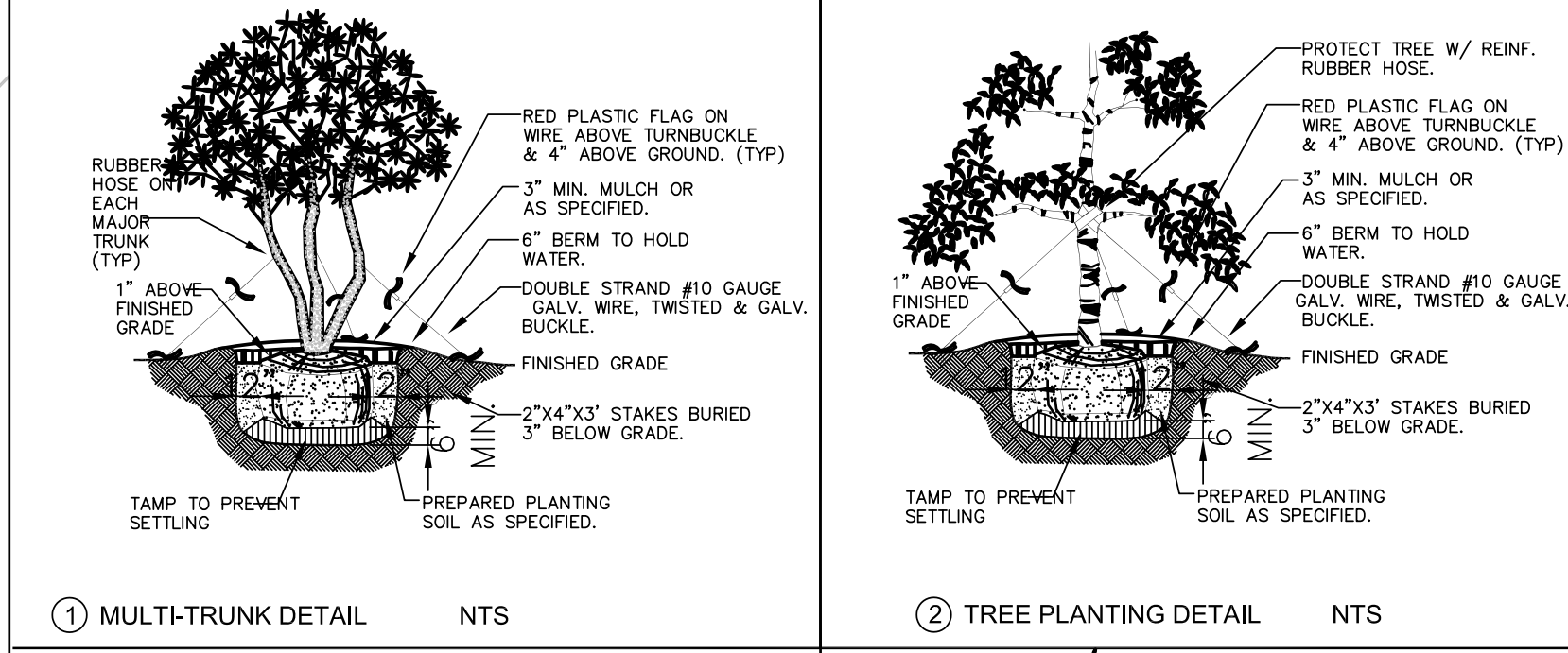


BURIED UTILITIES NOTE
BURIED UTILITIES ARE SHOWN AT THEIR APPROXIMATE LOCATION BASED UPON INFORMATION OBTAINED FROM UTILITY COMPANIES AND FIELD SURVEYING. COVER BARRIERS SHALL BE INSTALLED PRIOR TO ANY EXCAVATION. CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO ANY EXCAVATION. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND COORDINATING WITH ALL UTILITIES COMPANIES PRIOR TO ANY EXCAVATION OPERATIONS.

CALL BEFORE YOU DIG...
1-800-432-4770
UTILITIES PROTECTION CENTER
IT'S THE LAW

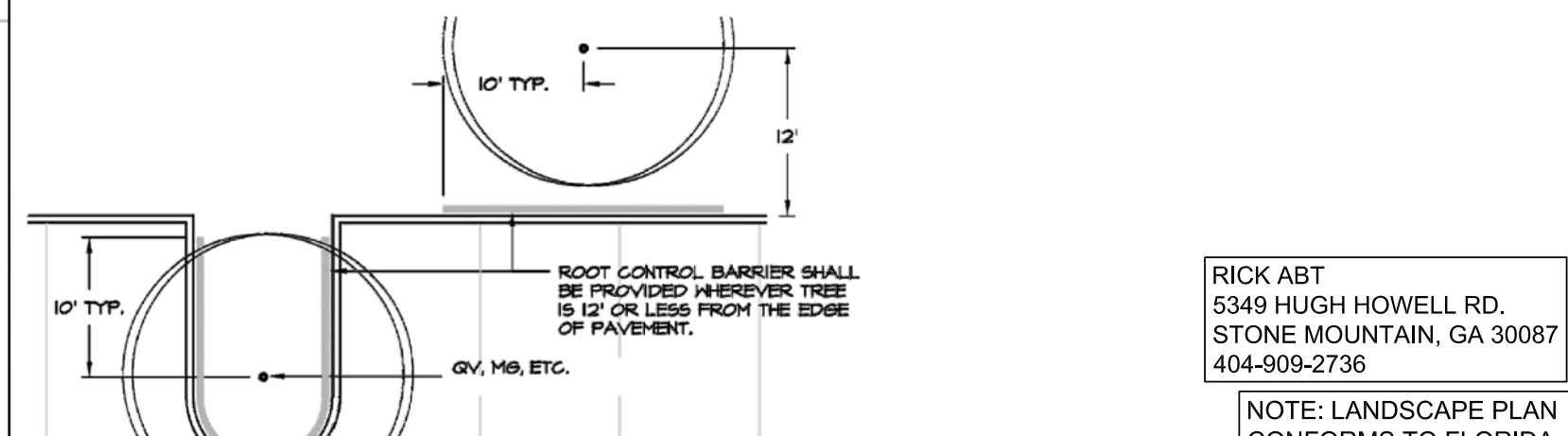
SYMBOL	BOTANICAL NAME (COMMON NAME)	MINIMUM SIZE/SPACING	DROUGHT TOLERANCE	NATIVE FLORIDA	QUANTITY
SM	SWIETENIA MAHOGONI (MAHOGANY)	14'-16" MIN. HT. 4" CAL. MIN.	YES	YES	6
VM	VEITCHIA MERRILLADONNIA MERRILLII (ADONDIS PALM)	6'-8" CLEAR TRUNK	YES	YES	6
WR	WASHINGTONIA ROBUSTA (WASHINGTON PALM)	6'-8" CLEAR TRUNK	YES	YES	10
CE	CONOCARPUS ERECTUS VAR. SERICEUS (SILVER BUTTWOOD)	8" MIN. HT. 2" CAL.	YES	YES	16
MC	MYRTIA CERIFERA (WAX MYRTLE)	8" MIN. HT. X 4" SPR. MULTI-TRUNK 2" CAL.	YES	NO	10
LI	LAGERSTROMIA INDICA (CRAPE MYRTLE MUSKOGEE)	8" MIN. HT. X 4" SPR. MULTI-TRUNK 2" CAL.	YES	NO	2
DTV	DIANELLA TASMANICA VARIETA' (FLAX LILY)	8"-10" MIN. HT. 1 GAL. 24" O.C.	YES	YES	136
HD	HELIANTHUS DEBILIS (BEACH SUNFLOWER)	12" MIN. HT. 1.3 GAL. 24" O.C.	YES	NO	505
PM	PODOCARPUS MACROPHYLLUS (PODOCARPUS)	72" X 36" MIN. 15 GAL. 48" O.C.	YES	NO	55
VO	VIBURNUM ODORATISSIMUM (SWEET VIBURNUM)	36" MIN. HT. 24" SPREAD	YES	NO	129
HP	HAMILIA PATENS (FIREBUSH)	7 GAL. 36" O.C. 24" MIN. HT. 24" SPREAD	YES	YES	34
SOD	ST. AUGUSTINE	3 GAL. 30" O.C.	YES	YES	TBD

NOTE: WHERE GALLON REFERENCES MAY CONFLICT WITH HEIGHT/SPREAD AND CALIPER MEASUREMENTS, THE HEIGHT/SPREAD AND CALIPER MEASUREMENTS SHALL GOVERN.



GENERAL LANDSCAPE NOTES

- ALL PLANTS TO BE FLORIDA NO. 1 OR BETTER AS OUTLINED UNDER GRAPES AND STANDARDS FOR NURSERY PLANTS, PART 1, 180 AND PART 8 STATE OF FLORIDA DEPARTMENT OF AGRICULTURE, TALLAHASSEE, FLORIDA, AND ANY AMENDMENTS THERE TO.
- ALL TREES AND PLANT MATERIAL SHALL BE PLANTED IN ACCORDANCE WITH THE SPECIFICATIONS DESCRIBED IN THE STATE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, DIVISION OF FORESTRY, "TREE PROTECTION MANUAL FOR BUILDERS AND DEVELOPERS", OCTOBER, 1980.
- THE LANDSCAPE CONTRACTOR (CONTRACTOR BY OWNER, N.L.C.) SHALL BE RESPONSIBLE FOR ALL MATERIALS AND ALL WORK AS CALLED FOR ON THE LANDSCAPE PLANS. THE LIST OF PLANT QUANTITIES ACCOMPANYING THE PLANS SHALL BE USED AS A GUIDE ONLY. NO QUANTITIES OR SUBSTITUTIONS SHALL BE MADE UNLESS CONSULTED WITH THE CITY OF CORAL SPRINGS.
- ALL TREES, SHRUBS AND GROUND COVERS SHALL BE PLANTED USING A SOIL MIXTURE PREPARED ACCORDINGLY TO EXISTING SOIL (1/3 PEAT).
- THE LANDSCAPE CONTRACTOR SHALL INSURE ADEQUATE VERTICAL DRAINAGE AND PLANT BEDS AND PLANTERS. VERTICAL DRILLING THROUGH ANY COMPACTED FILL TO NATIVE SOIL SHALL BE ACCOMPLISHED TO ADEQUATE.
- ALL PLANT BEDS AND TREE WATERING BASINS SHALL BE TOP DRESSED WITH THREE INCHES (3") OF SCREENED ORGANIC MULCH. THE USE OF CYPRESS MULCH IS DISCOURAGED AND ALL MULCHES TO BE KEPT AT A MINIMUM OF 2 INCHES FROM THE BASE OF ALL PLANT MATERIAL.
- NO TREES SHALL BE PLANTED CLOSER THAN 3 FEET (3') FROM THE EDGE OF PAVEMENT TO ALLOW ADEQUATE TREE TRUNK PROTECTION.
- LANDSCAPE CONTRACTOR SHALL BE WHOLLY RESPONSIBLE FOR STABILITY AND PLUMB CONDITION OF ALL TREES AND SHALL BE LEGALLY LIABLE FOR ANY DAMAGE CAUSED BY THE INSTABILITY OF ANY PLANT MATERIAL.
- ALL BURN AREAS TO RECEIVE SOIL SHALL BE DEEPLY FLOURED TO 3000 INCHES AND DRAGGED TO ESTABLISH LEVEL FINISH GRADE. ALL DEBRIS TO BE REMOVED FROM THE SITE.
- SOIL SHALL BE FREE OF WEEDS AND PESTS. IT SHALL BE LAID EVENLY AND ROLLED, WITH TIGHT FITTING JOINTS. THE SOIL SHALL CONTAIN A WEED PREVENTER WHICH DOES NOT FALL APART OR TEAR WHEN LIFTED. ALL AREAS NOT PAVED OR OTHERWISE LANDSCAPED SHALL BE SODED. SOIL SHALL BE ST. AUGUSTINE OR EQUAL.
- ALL LANDSCAPE AREAS TO BE IRRIGATED WITH AN AUTOMATIC UNDERGROUND SYSTEM WITH 100% COVERAGE BACKFLOW PREVENTER, MAIN SENSOR DEVICE, DIRECT SPRAY HEADS AHEAD FROM ANY NATURAL AREAS AND PAVED SURFACES.
- THE TREE CALIPER OF ALL CANOPY TREES SPECIFIED ON THE PLANT LIST SHALL BE MEASURED AT SIX (6) INCHES ABOVE GRADE.
- LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE OCCURRING ON SITE OR ADJACENT AREAS INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES, UTILITIES, ETC. WHICH IS CAUSED BY PREPARING OR INSTALLING ANY AND ALL PLANT MATERIAL.



NOTE: LANDSCAPE PLAN CONFORMS TO FLORIDA FRIENDLY STANDARDS.

RICK ABT
5349 HUGH HOWELL RD.
STONE MOUNTAIN, GA 30087
404-909-2736

NOTE: LANDSCAPE PLAN CONFORMS TO FLORIDA FRIENDLY STANDARDS.

LIFETIME PROPERTY, LLC
2711 BOONE DRIVE, DELRAY BEACH, FL 33483
TEL: (561) 634-0000
FAX: (561) 658-6339

COMMON OAK ENGINEERING
1209 EDGEWATER DRIVE, SUITE 100
ORLANDO, FL 32804
(407) 951-5915
CERTIFICATE OF AUTHORIZATION: 32644

7-ELEVEN
STORE # 41899
4550 N. UNIVERSITY DR.
CORAL SPRINGS, FL 33065

NO.	DATE	REVISION/ISSUE	CITY OF CORAL SPRINGS COMMENTS	ENGINEER'S COMMENTS
1	12/29/20	ISSUE		
2	01/06/21	REVISED		
3	01/06/21	REVISED		
4	01/06/21	REVISED		

ENGINEER'S NAME & PE#

RICK A. B. T.
FLORIDA R.L.A. #13321

PROJECT # 220.066

DATE 03/15/2021

SHEET C7.0

SCALE 1:30

LANDSCAPE PLAN

**SUNSHINE
WATER CONTROL DISTRICT**

10A11

FASD Legislative Update Week 5

By Chris Lyon, Terry Lewis, Lori Killinger and Kasey Lewis
April 2, 2021

The fifth week of the 2021 Legislative Session has reached a close with just four more weeks left to go before the legislature is scheduled to adjourn on April 30th.

Next week there are no legislative meetings scheduled on Monday due to the holiday weekend. The House has, however, decided to hold one more week of subcommittee meetings. In the Senate, all substantive committees have stopped meeting apart from Rules, Governmental Oversight and Accountability, and Appropriations and its associated subcommittees. This means that House bills have until next Friday to pass through all of their subcommittees or they will not pass this session. With that, our report next week will contain a new category of bills that are “likely dead” this year.

Included below is an update regarding the status of bills of importance to Florida’s special districts.

PRIORITY ISSUES

Special Districts Accountability – HB 1103 (Maggard)/SB 1624 (Albritton) – *OPPOSE/AMEND*

In November 2020, House Speaker Chris Sprowls publicly stated in a speech to the Florida House of Representatives his intent to examine public and quasi-public entities that spend taxpayer dollars or have taxing authority. Undoubtedly part of this effort, HB 1103 and SB 1624 require “performance audits” of certain special districts and require new financial reporting requirements for all special districts.

The bills require independent special fire control districts and hospitals districts to engage independent firms to perform performance audits beginning October 1, 2021 (fire districts) and October 1, 2022 (hospital districts) and every five years thereafter. The term “performance audit” is defined in Section 11.45(1), Florida Statutes. The bills require a similar performance audit to be performed of independent mosquito control districts and soil and water conservation districts by September 30, 2023 and September 30, 2024, respectively. However, these audits are to be performed by the Office of Program Policy Analysis and Government Accountability (OPPAGA).

The bills also require all special districts to include additional information in their annual financial reports, specifically:

JACKSONVILLE

245 Riverside Ave., Suite 150
Jacksonville, Florida 32202
T: 904.353.6410
F: 904.353.7619
01477902-1

ST. PETERSBURG

100 Second Ave., South, Suite 501-S
St. Petersburg, Florida 33701
T: 727.245.0820
F: 727.290.4057

TALLAHASSEE

315 South Calhoun St., Suite 830
Tallahassee, Florida 32301
T: 850.222.5702
F: 850.224.9242

WEST PALM BEACH

515 North Flagler Dr., Suite 1500
West Palm Beach, Florida 33401
T: 561.640.0820
F: 561.640.8202

1. Total number of district employees;
2. Amounts budgeted for employee salaries and benefits;
3. Each construction project approved to begin after October 1 of the fiscal year being reported, together with the amount budgeted for such project;
4. For independent districts that impose ad valorem taxes, the district's millage rate, total amount of ad valorem taxes collected and the total amount of outstanding bonds issued by the district and terms of such bonds; and
5. For independent districts that impose non-ad valorem assessments, the assessment rates, the total amount of assessments collected and the total amount and terms of outstanding bonds.

Finally, the bills require community redevelopment agencies with revenues or expenses greater than \$100,000 to conduct an annual financial audit.

SB 1624 was heard in its second committee of reference this week. Chris Lyon testified before the Senate Government Oversight and Accountability meeting to express our concerns with the bill. The bill ultimately passed out of the committee. It now has one more committee of reference before it is ready for consideration by the full Senate.

Both bills received three committee references. HB 1103 has passed through only one of its three committee references.

Local Government Ethics Reform – HB 853 (Sirois) - *MONITOR*

HB 853 contains several revisions to law recommended by the Florida Commission on Ethics. Of interest to special districts, one provision of the bill requires all special district and water management district governing board members to obtain four hours of annual ethics training. The same requirement applies to constitutional officers, county commissioners and city commissioners.

HB 853 passed through its final committee of reference this week and is ready for consideration by the full House. There is currently no Senate companion to this bill.

Legal Notices – HB 35 (Fine)/SB 402 (R. Rodrigues) - *SUPPORT*

HB 35 gives governmental agencies, including special districts, the option to public legal notices on a publicly accessible website in lieu of newspaper publication if certain conditions are met.

This week, SB 402 which was originally entitled Public Notice and Voting Rights Restoration Database, was amended to be similar to HB 35. SB 402 now gives government agencies the option to publish legal notices on a newspaper website instead of a print based newspaper. To exercise this option, the agency must provide an additional notice in a print edition of a local newspaper to inform the general public that additional legal notices may be found on the statewide legal notice website maintained by the Florida Press Association. The bill also expands the types of publications that qualify for the posting of legal notices. Currently, a newspaper must, among other requirements, be “for sale to the general public” and be qualified to be admitted and entered as a periodical matter at the local post office. SB 402 removes these requirements that will allow legal notices to be published in smaller publications that are free to the public.

HB 35 passed the Florida House on a 85-34 vote. SB 402 passed through its first of three committee references.

Public Meetings During Declared States of Emergency – HB 1217 (Daley)/SB 1494 (Cruz) - *SUPPORT*

These similar, though not identical, bills allow public meetings to be held remotely and without an in-person quorum for a period not to exceed 6 months from the date the emergency is declared, unless extended by executive order of the Governor.

Both bills received three committee references but neither has yet received a hearing.

TRACKED LEGISLATION

The bills outlined below are just a few of the bills we are closely monitoring for FASD.

Liability:

Civil Liability for Damages Relating to COVID-19 – HB 7 (McClure)/SB 72 (Brandes)

These bills provide several COVID-19-related liability protections for businesses, educational institutions, government entities (including special districts), religious organizations and others.

SB 72 passed both chambers and was signed into law by the Governor. It became effective on March 29, 2021.

Sovereign Immunity – HB 1129 (Fernandez-Barquin)/SB 1678 (Diaz)

These bills increase the sovereign immunity limits from \$200,000 per person to \$500,000 per person and from \$300,000 per occurrence to \$1 million per occurrence. The bills also require those increased amounts be adjusted annually to reflect changes in the Consumer Price Index. SB 1678 goes further to remove sovereign immunity for public hospitals, including those owned or operated by a special district.

Both bills received three committee references and have not yet been heard.

Firefighters:

Drones – SB 44 (Wright)/HB 1049 (Giallombardo)

These bills expand the permissible use of drones to include certified fire department personnel to use drones to perform tasks within the scope and practice authorized under their certification.

Both bills received three committee references. SB 44 passed the full Senate and awaits consideration by the full House. HB 1049 passed its second committee reference of three this week.

Firefighters Bill of Rights - SB 970 (Hooper)/HB 313 (Busatta Cabrera)

These bills amend the Firefighters Bill of Rights to require that an informal inquiry be conducted at a reasonable time and for a reasonable duration, allowing reasonable periods of rest of the firefighter. A representative of an employee organization of which the firefighter is a member may represent the firefighter and be present during the informal inquiry. The bills also provide that during a formal investigation, a firefighter may not be threatened with transfer, dismissal, or disciplinary action as inducement to answer any questions.

Both bills received three committee references. SB 970 has passed through one committee and HB 313 is ready for consideration by the full House.

Water/Stormwater:

Reclaimed Water – SB 64 (Albritton)/HB 263 (Maggard)

These bills make a number of changes to eliminate non-beneficial surface water discharges within five years. The bills also encourage the reuse of water by making reuse projects eligible for alternative water supply funding, incentivizing the development of potable reuse projects, and incentivizing developments that use greywater technologies.

Both bills received three committee references. SB 64 passed the Senate and is ready to be heard in the House, while HB 263 has passed through two committees.

Government Accountability/Transparency:

Local Government Fiscal Transparency – SB 154 (Diaz)

Similar to bills filed in previous years, SB 154 creates the Local Government Fiscal Transparency Act. The Act requires local governments, including special districts, to post a voting record history of each vote to impose a new tax, increase a tax or issue new tax-supported debt. Local governments must also post the history of millage rates imposed and the total revenue generated by the levies.

The Act imposes new public notice and hearing requirements for tax increases and new tax-support debt. It also requires local governments to perform a debt affordability analysis before approving the issuance of new tax-supported debt.

SB 154 has not yet received a hearing in any of its three committee references and there is currently no House companion.

Transparency in Government Spending – HB 195 (Persons-Mulicka)/SB 506 (Garcia)

These bills have been amended to require a non-governmental entity, which is defined as a nonprofit corporation, that receives at least 50% of its revenue from a governmental entity, or expensed at least \$750,000 of government funds in any fiscal year to submit report to the Department of Management

Services contains salary and benefit information for certain employees. Though governmental entities have now been removed from the provisions of the bills, we will continue to monitor them for changes.

HB 195 passed its second of three committee references this week. SB 506 awaits a hearing in its second committee.

Fiduciary Duty of Care for Appointed Public Officials and Executive Officers – HB 573 (Beltran)/SB 758 (Diaz)

These bills provide that each appointed public official and executive officer owes a fiduciary duty of care to the governmental entity he or she serves as well as to the constituents in the area and defines the elements of the duty of care. It requires appointed public officials and executive officers to receive five hours of board governance training within 180 days of his appointment or hire.

The bills require that the appointment of an executive officer, in-house general counsel or outside legal counsel, auditor or accounting firm shall require a majority vote of the governing body. Finally, the bills require that legal counsel and lobbyists employed by a governmental entity must represent the legal interest and position of the governing body of the entity and not a member of the governing body or an employee of the entity.

Both bills received three committee references and have passed out of the first two.

Taxes/Fees:

Impact Fees - HB 337 (DiCeglie)/SB 750 (Gruters)

These bills revise the conditions that local governments must meet before adopting an ordinance or resolution related to impact fees. They also contain provision related to how often and by how much an impact fee can be increased.

Both bills received three committee references. HB 337 passed its first committee. SB 750 passed out of its first committee of reference this week.

Public Construction/Procurement:

Public Works Projects - HB 53 (DiCeglie)/SB 1076 (Brodeur)

Current law defines “public works project” as an activity of which 50% or more of the cost will be paid from state-appropriated funds. In competitive solicitations for such projects, the government entity may not provide preferences based on the contractor maintaining an office in the jurisdiction; the contractor’s hiring of employees or subcontractors from the jurisdiction; or the contractor’s payment of local taxes, assessments or duties within the jurisdiction. The government entity is also prohibited from requiring a contractor to pay a minimum wage; provide specified benefits; control, limit or expand staffing; or recruit, train or hire employees from a single source.

These bills remove the 50% or more state-appropriated threshold such that the current provisions of law would apply to all government projects.

Both bills received three committee references. Both bills have passed through two committees and are ready to be heard in their final committee of reference.

Payment for Construction Services – SB 378 (Bradley)/HB 585 (DiCeglie)

These bills increase the statutory interest rate, by one percent per month, for public and private parties that fail to make required payments for certain construction labor, services and material. The new statutory interest rate would be 2 percent per month.

SB 378 has passed the Senate this week and was sent over to the House. HB 585 has passed three of its four committee references.

Public Records:

Public Records – SB 400 (R. Rodrigues)/HB 913 (McClure)

These bills prohibit an agency that receives a request to inspect or copy a public record from responding to such request by filing an action for declaratory relief against the requester to determine the status of that record – whether that record meets the definition of a public record or is confidential or exempt.

Both bills received three committee references. SB 400 is on the agenda for next week in its last committee reference. HB 913 is ready for the House floor.

Electronic Payment of Governmental Fees – SB 298 (Taddeo)

This bill requires government entities to provide an electronic payment option for the payment of fees associated with a public records request.

SB 298 has not yet received a hearing in any of its three committee references. There is currently no House companion.

Miscellaneous:

Prohibition of Public Funds for Lobbying by Local Governments – HB 215 (Sabatini)

This bill creates the “Stop Taxpayer-Funded Lobbying Act” and prohibits a local government from using public funds to retain a lobbyist to represent the local government before the legislative or executive branch.

HB 215 has not yet received a hearing in any of its three committee references and there is currently no Senate companion.

**SUNSHINE
WATER CONTROL DISTRICT**

10BI



April 8, 2021

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

**RE: SUNSHINE WATER CONTROL DISTRICT
MONTHLY ENGINEER'S REPORT (MER) (April 14, 2021)
March 3, 2021 - April 8, 2021
CAS PROJECT NO. 15-1826**

Dear Board of Supervisors:

Craig A. Smith & Associates, Inc. (CAS) is pleased to provide you with the MER summarizing activity performed by this office on behalf of SWCD during the referenced period including future work. Anything of significance or modifications occurring after this writing will be brought up at the April 14, 2021 BOS meeting.

MWI Pumps' Proposal for Pump Station 1 & Pump Station 2

Following multiple coordinated efforts (field & office meetings) between MWI and SCWD team members, we have agreed with the proposed work and scheduling of the work. MWI Pumps proposes to retrofit each pump at both stations to accommodate the new motors (200 HP & 250 HP). Their scope of work is attached with their price proposal. The majority of the work is to be performed within the coming dry season. However, the current scheduling provides us with a window for MWI to perform these services for 1 pump at each station between now and this coming wet season. This should help with project scheduling regarding the remaining pumps and allow for a quicker process once the first two pumps are worked.

Note that the new motors for these two pumps will not be installed at this time because the electrical engineering work will not be performed during this period. We also note that the electrical engineering plans are still under development and are on schedule. As such, each pump to be worked on at this time will be fitted with an adapter plate as suggested by MWI to allow the use of the existing pump motors for this coming wet season. Once the electrical upgrades are performed, the plates will be removed and the new motors will be installed.

According to MWI, the first two pumps will be pulled a few days after the this attached quote letter is signed on April 14, 2021 as well as order motors and all necessary materials. MWI will manufacture adapter plates to allow the use of the existing motors with the new larger motor mounts provided. The first 2 modified pumps will be returned and operational within 6-8 weeks after the price proposal is executed. The remaining six pumps will be pulled two at a time starting immediately after November 30, 2021 with a schedule 6-8 weeks for each set of two pumps. All ten motors will be ordered ahead of time and be securely stored at MWI's facility.

Based on the information and price proposal provided, recommended is the approval of MWI's scope of work for a total of \$482,218.00 for the mechanical retrofitting of PS1 (\$211,735.00) and PS2 (\$270,483.00) to accommodate the new motors.

CAS Proposal No. 21-0165-P4099

Pursuant to SWCD's request, CAS is pleased to present this survey proposal for Professional Surveying Services in connection with the West Outfall Canal - Phase 1C. Specifically, we propose to do the following:

S86 STAKE RIGHT OF WAY/LOCATE PROPERTY CORNERS

Survey will set a wooden flag stake at 100 foot intervals along the existing easterly Right of Way of the West Outfall Canal. The stakes will be set from station 68+00 through station 80+00 within Phase 1C, which was surveyed under CAS project number 18-2014. Existing property corners at each lot will be searched and flagged if existing in the field.

\$1,633.00

Electrical Engineering Services for Pump Station 1 and Pump Station 2

The 90% Plans phase are nearly complete by Smith Engineering Consultants and are expected to be submitted by 4.7.21 for the team's review.

West Outfall Canal Phase 2B Improvements

Plans are under development for the proposed canal work and CAS has been coordinating with SWCD staff on the design plans. Geotechnical Subconsultant Radise International has coordinated with SWCD on canal access.

Right-of-Way (ROW) Permitting

Via e-mail, a letter of no objection (LONO) was sent on 3.16.21 for work proposed at Broward Health Coral Springs for the installation of two fuel pumps.

Via e-mail, a LONO was sent on 3.18.21 for the installation of 14 bus stop shelters proposed by Broward County throughout the City of Coral Springs.

Recommended is the approval of the modification of the existing 80' drainage easement to allow for the redevelopment of an existing convenience Store/Gas station at 4450 N. University Dr. The modification of the easement is to ensure SWCD has access to the drainage easement as needed.

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

Sincerely,

CRAIG A. SMITH & ASSOCIATES

Orlando A. Rubio, PE
Sr. Supervising Engineer

Enclosures: ROW Permit recommendation, MWI Pumps proposals

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

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CRAIG A. SMITH & ASSOCIATES

21045 Commercial Trail • Boca Raton, FL 33486

CONSULTING ENGINEERS • SURVEYORS • UTILITY LOCATORS

w w w . c r a i g a s m i t h . c o m

April 8, 2021

Cindy Cerbone, District Manager
Sunshine Water Control District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33073

(via e-mail: cerbonec@whhassociates.com)

**RE: Sunshine Water Control District - Stake Easterly Right of Way Phase 1C
CAS Proposal No: 21-0165-P4099**

Dear Ms. Cerbone;

For Board of Supervisors consideration, Craig A. Smith and Associates (CAS) is pleased to present this proposal for Professional Surveying Services in connection with the West Outfall Canal- Phase 1C. Specifically, we propose to do the following:

S86 STAKE RIGHT OF WAY/LOCATE PROPERTY CORNERS

Survey will set a wooden flag stake at 100 foot intervals along the existing easterly Right of Way of the West Outfall Canal. The stakes will be set from station 68+00 through station 80+00 within Phase 1C, which was surveyed under CAS project number 18-2014. Existing property corners at each lot will be searched and flagged if existing in the field.

\$1,633.00

We propose to perform all services under the terms of the executed Professional Engineering Services Agreement. Additional Services not included in this proposal shall be Hourly services in accordance with the Hourly Rate Schedule included in said agreement. If this proposal is acceptable, please execute in the space provided below and return one executed copy to our office as our notice to proceed. We appreciate your business and thank you for this opportunity.

AGREED TO AND ACCEPTED BY:

CRAIG A. SMITH & ASSOCIATES

SUNSHINE WATER CONTROL DISTRICT

Orlando A. Rubio, P.E.
Sr. Supervising Engineer

Joe Morera, President, Board of Supervisors

Date

cc: WHA - Debbie Tudor, Daphne Gillyard, (via e-mail)
SWCD - Cory Selchan, Field Superintendent, John McKune, PE (via e-mail)
CAS – Stephen C. Smith (via e-mail)

\\cas-file\Projects\Districts\Sunshine_Water_Control\MONTHLY ENGINEERS REPORTS\2021 Monthly Engineer's Reports\2021-04\WOFC_PH1ROWsurveyproposal.docx

**SUNSHINE
WATER CONTROL DISTRICT**

10B11



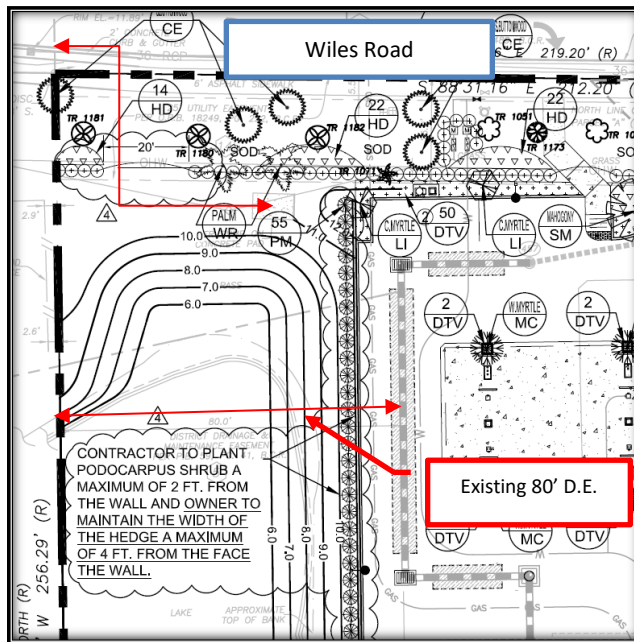
April 6, 2021

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

RE: SWCD Right-of-Way Permit Application – Modification of 80' Drainage Easement Convenience Store/Gas Station (7-11) – 4550 N. University Dr. CAS PROJECT NO. 15-1826-P27

Dear Board of Supervisors (BOS):

We have reviewed the Right-of-Way permit application submitted by Common Oak Engineering on behalf of Boarder Assets, LLC for the redevelopment at 4550 N. University Dr having the same use. The site contains an existing 80' drainage easement (lake) that will be encroached upon by 10' to the east by the redevelopment. SWCD presently has a reasonably unimpeded access from Wiles Road to this drainage easement and the proposed project will continue to provide SWCD the (improved) access needed as agreed upon by all parties and shown on the attached plans. The existing lake slopes will be reworked to meet the 4:1 (hor:ver) slope requirements as part of this project. The applicant has met SWCD applicable criteria and we recommend that the SWCD BOS issue a Right-of-Way Permit to the applicant for the modification of the existing 80' drainage easement (attached) subject to the following Special Conditions which are to be made part of the Permit on the scheduled April 14, 2020 BOS meeting:



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.
3. 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 with elevations shown in NAVD datum.
5. All applicable permits and approvals for Work shall be obtained.
6. SWCD shall be notified at least 48 hours prior to construction.

Sincerely,

CRAIG A. SMITH & ASSOCIATES

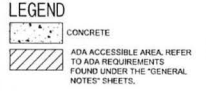
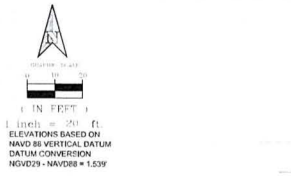


Orlando A. Rubio, PE
Sr. Supervising Engineer

Enclosures: Engineering Plans (drainage, landscape, lake detail only), Drainage Easement Document

cc: SWCD – Cory Selchan (via e-mail)
WHA – Cindy Cerbone, Debbie Tudor, Daniel Rom, Daphne Gillyard (via e-mail)
CAS – Stephen C. Smith, PE (via e-mail)
LLW – Alfred J. Malefatto, District Counsel
Common Oak Engineering – Jeremy Anderson, PE (via e-mail)
Dunay, Miskel, & Backman, LLP - Christina Bilenki, Esq. (via e-mail)

\\cas-file\Projects\Districts\Sunshine_Water_Control\15-1826-COST-RECOVERY-PROJECTS\15-1826-P27-7Eleven4550UnivDr\06-Permit\7-11-4550UNDrEngr_Recommendation.docx



OVERALL LAND USE AREAS

EXISTING	AREA (SF)	AREA (AC)	PERCENTAGE
AREA	59,847	1.37	100.00%
BUILDING AREA	5,198	0.12	8.87%
CANOPY AREA	2,550	0.06	4.43%
LAKE	10,210	0.23	17.06%
PAVEMENT			
LOADING SIDEWALKS	23,058	0.53	38.54%
IMPERVIOUS (INCLUDES LAKE)	41,116	0.94	68.70%
PERVIOUS (GREEN)	18,731	0.43	31.30%
TOTAL	59,847	1.37	100.00%

PROPOSED	AREA (SF)	AREA (AC)	PERCENTAGE
AREA	59,847	1.37	100.00%
BUILDING AREA	4,177	0.10	6.98%
CANOPY AREA	3,006	0.07	5.17%
LAKE	10,210	0.23	17.06%
PAVEMENT			
LOADING SIDEWALKS	23,683	0.52	37.90%
IMPERVIOUS (INCLUDES LAKE)	40,166	0.92	67.11%
PERVIOUS (GREEN)	19,681	0.45	32.89%
TOTAL	59,847	1.37	100.00%

NOTE: FOR TRACKING AND COMPLIANCE PURPOSES, A RIGHT-OF-WAY PERMIT SHALL BE OBTAINED FOR ALL WORK WITHIN THE EASEMENT UP TO THE WESTERN PROPERTY LINE.

NOTE: ALL VEGETATION AND OTHER ENCROACHMENTS (EXCLUDING WATER PUMP AND ADJACENT POLES) WITHIN THE EASEMENT UP TO THE WESTERN PROPERTY LINE SHALL BE REMOVED. LAKE BANK WILL BE SODDED.

NOTE: SLOPE IN HANDICAP ACCESSIBLE ROUTE SHALL NOT EXCEED 3% CROSS OR 5% LONGITUDINAL. SLOPE IN HANDICAP PARKING AREA NOT TO EXCEED 2%.

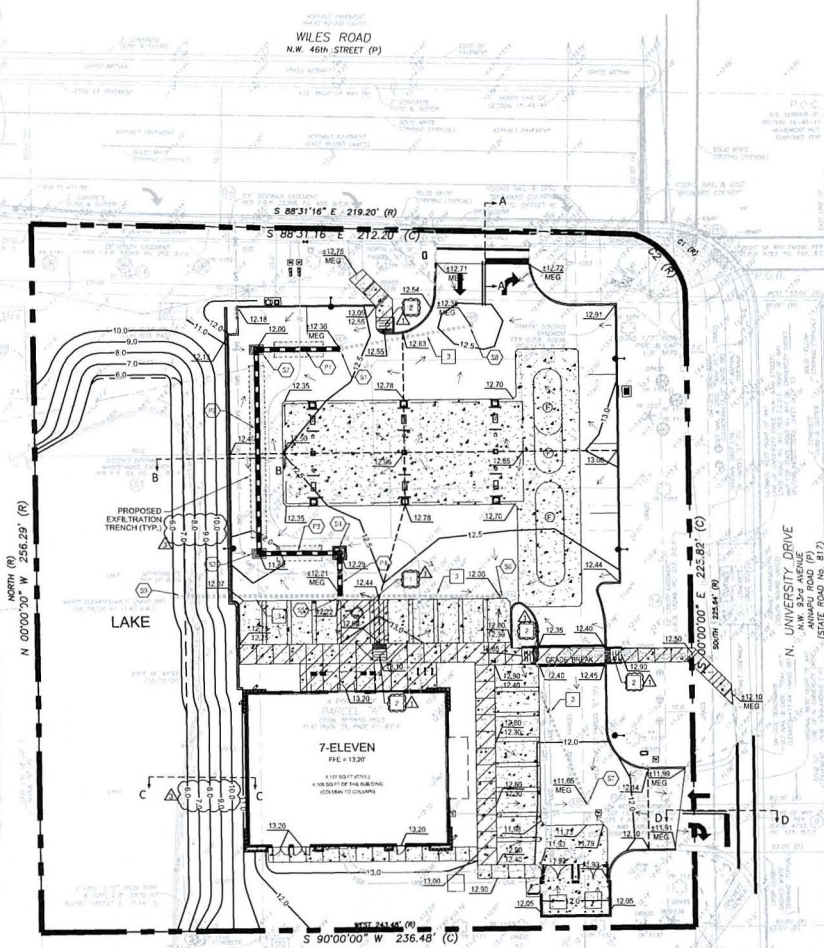
NOTE: CONTRACTOR SHALL FIELD VERIFY UTILITY POINT OF CONNECTIONS LOCATION, ELEVATION AND TYPE PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF RECORD OF ANY DISCREPANCIES BETWEEN THE PLANS AND EXISTING FACILITIES.

NOTE: CONTRACTOR SHALL SHOOT SANITARY SEWER AND STORM WATER INFRASTRUCTURE AS-BUILT DATA AND SUBMIT TO ENGINEER OF RECORD FOR APPROVAL PRIOR TO ASPHALT PAVEMENT AND BASE COURSE INSTALLATION.

NOTE: ALL DISTURBED AREAS TO BE SODDED AND RESTORED TO A CONDITION EQUAL TO OR BETTER THAN PRE-CONSTRUCTION CONDITION.

BURIED UTILITIES NOTE

ALL UTILITIES ARE SHOWN AT THEIR APPROPRIATE DEPTH BASED ON RECORD DRAWINGS. CONTRACTOR SHALL VERIFY ALL UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF RECORD OF ANY DISCREPANCIES BETWEEN THE PLANS AND EXISTING FACILITIES.



GRADING PLAN NOTES

- 1) STRUCTURE NO. 1 (EXISTING #457) DRAINAGE MANHOLE TOG AND 1 INV. TO REMAIN. S INVERT TO BE FILLED AND OR CAPPED. NEW WEST INVERT (15" HDPE) TO BE CONSTRUCTED AT INV. = 8.46'. DETAIL: S-5 & STM-5 / D2.0
- 2) S1 TO S2: 27.1 LF OF PIPE AT 0% SLOPE. CENTER SECTION IS 9.7 LF OF PERFORATED 15" HDPE AND EACH END IS 8.67 LF OF 15" SOLID HDPE PIPE CENTERED IN AN EXFILTRATION TRENCH BED 17.7' LONG BY 5.5' WIDE. SEE DETAIL FOR OTHER SPECIFICATIONS. DETAIL: S-5 / D2.0
- 3) STRUCTURE NO. 2: TYPE 1" INLET (FOOT INDEX 425-053) TOG = 12.00'. E INVERT (PROPOSED 15" HDPE) = 8.46'. S INVERT (PROPOSED 15" HDPE) = 8.46'. DETAIL: 1 & 2 / D2.0
- 4) S2 TO S3: 27.1 LF OF PIPE AT 0% SLOPE. CENTER SECTION IS 54.1 LF OF PERFORATED 15" HDPE AND EACH END IS 8.67 LF OF 15" SOLID HDPE PIPE CENTERED IN AN EXFILTRATION TRENCH BED 62.0' LONG BY 5.5' WIDE. SEE DETAIL FOR OTHER SPECIFICATIONS. DETAIL: S-5 / D2.0
- 5) STRUCTURE NO. 3: TYPE 1" INLET (FOOT INDEX 425-053) TOG = 11.88'. N INVERT (PROPOSED 15" HDPE) = 8.46'. E INVERT (PROPOSED 15" HDPE) = 8.46'. DETAIL: 1 & 2 / D2.0
- 6) S3 TO S4: 25.5 LF OF PIPE AT 0% SLOPE. CENTER SECTION IS 8.2 LF OF PERFORATED 15" HDPE AND EACH END IS 8.67 LF OF 15" SOLID HDPE PIPE CENTERED IN AN EXFILTRATION TRENCH BED 16.2' LONG BY 5.5' WIDE. SEE DETAIL FOR OTHER SPECIFICATIONS. DETAIL: S-5 / D2.0
- 7) STRUCTURE NO. 4: PRECAST DRAINAGE MANHOLE TOG = 12.00'. W INV. (15" HDPE) = 8.46'. S INV. (15" HDPE) = 8.46'. DETAIL: S-5 & STM-5 / D2.0
- 8) S4 TO S5: 15.5 LF OF SOLID HDPE PIPE AT 0% SLOPE. DETAIL: S-5 / D2.0
- 9) STRUCTURE NO. 5 (EXISTING #16) DRAINAGE MANHOLE TOG, E & W INV. TO REMAIN. NEW NORTH INVERT (15" HDPE) TO BE CONSTRUCTED AT INV. = 8.46'. DETAIL: S-5 & STM-5 / D2.0
- 10) NOT USED
- 11) STRUCTURE NO. 6 (EXISTING #31) DRAINAGE INLET TOG TO BE RAISED TO ELEVATION = 12.00'. NO OTHER CHANGES. DETAIL: S-5 & STM-5 / D2.0
- 12) STRUCTURE NO. 7 (EXISTING #335) TO REMAIN AND BE PROTECTED
- 13) STRUCTURE NO. 8 (EXISTING #466) TO REMAIN AND BE PROTECTED
- 14) STRUCTURE NO. 9 (EXISTING END OF PIPE, INVERT = 2.00')

- 15) HANDICAP ACCESSIBLE PARKING SPACES AND ACCESSIBLES SHALL BE LEVEL WITH SLOPES NOT TO EXCEED 2% IN ANY DIRECTION.
- 16) THE MAXIMUM SLOPE OF A RAMP SHALL BE 1:12 (TYP.)
- 17) EXISTING STRUCTURE / PIPE / EXFILTRATION TO REMAIN AND BE PROTECTED

NOTE: ALL EXISTING PIPES, DRAINAGE & UTILITY STRUCTURES TO REMAIN SHALL BE INSPECTED BEFORE CONSTRUCTION. IF ANY UNSERVICEABLE OR NON FUNCTIONAL ITEMS ARE FOUND NOTIFY THE E.O.R.

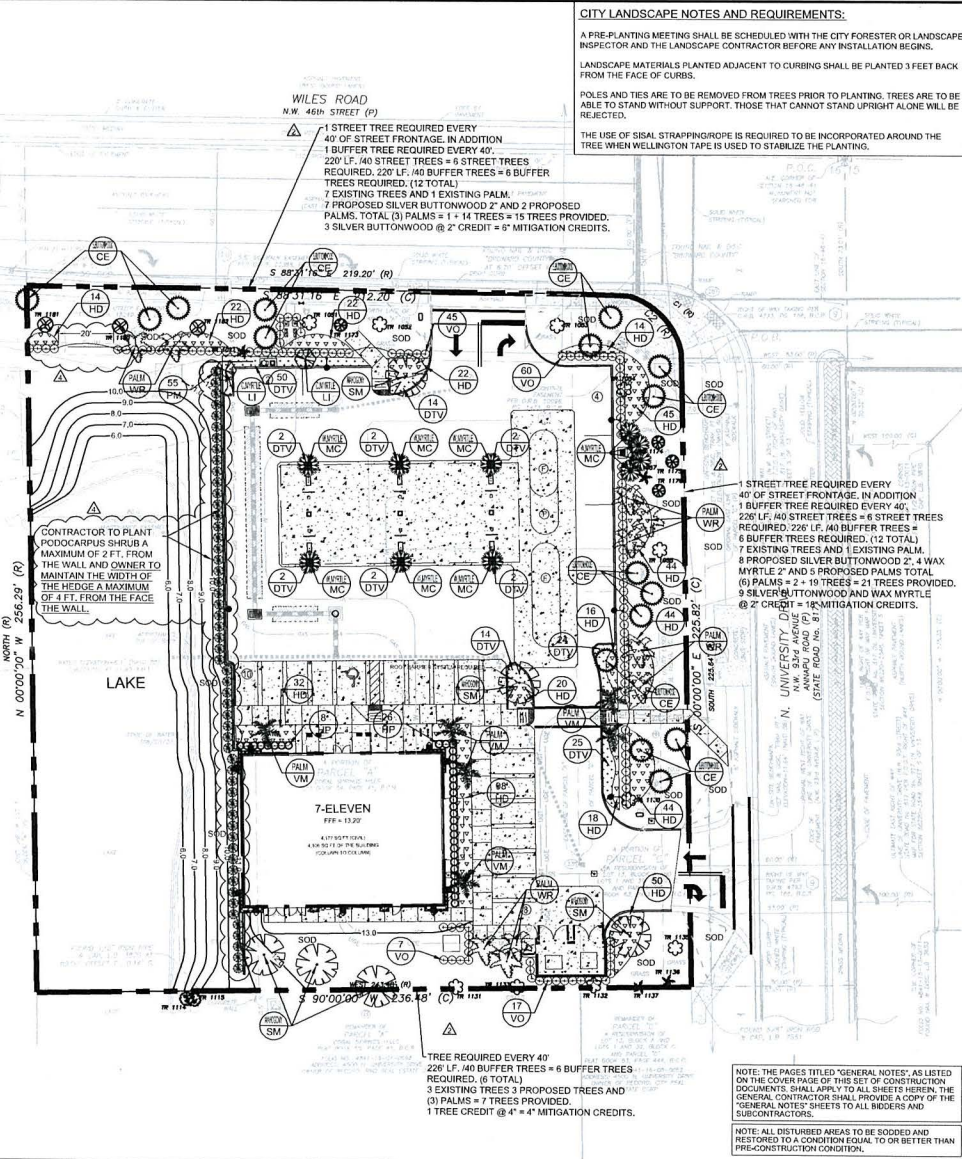
LIFETIME PROPERTY, LLC
2711 BOONE DRIVE, DELRAY BEACH, FL 33483
TEL: (561) 534-0000
FAX: (561) 558-6339

REGISTERED PROFESSIONAL ENGINEER
100% (DOMESTIC DRNG. SUPR. 100%)
69260, FL 3094
(561) 534-0000
(561) 534-0000
OFFICE: 9 46908088, 3284

NO.	DATE	BY	FOR	REVISIONS / COMMENTS

ENGINEER'S NAME & FEE

PROJECT NO. 220.066
DATE 03/15/2021
SCALE 1:20
C5.0
GRADING PLAN



CITY LANDSCAPE NOTES AND REQUIREMENTS:

A PRE-PLANTING MEETING SHALL BE SCHEDULED WITH THE CITY FORESTER OR LANDSCAPE INSPECTOR AND THE LANDSCAPE CONTRACTOR BEFORE ANY INSTALLATION BEGINS.

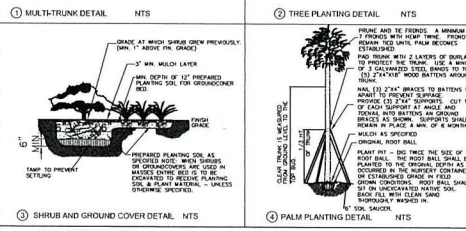
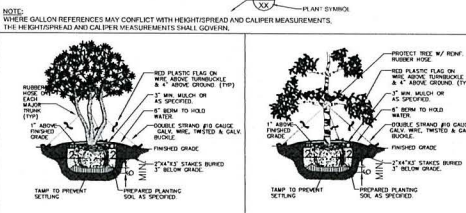
LANDSCAPE MATERIALS PLANTED ADJACENT TO CURBING SHALL BE PLANTED 3 FEET BACK FROM THE FACE OF CURBS.

POLES AND TIES ARE TO BE REMOVED FROM TREES PRIOR TO PLANTING. TREES ARE TO BE ABLE TO STAND WITHOUT SUPPORT. THOSE THAT CANNOT STAND UPRIGHT ALONE WILL BE REJECTED.

THE USE OF SISAL STRAPPING/ROPE IS REQUIRED TO BE INCORPORATED AROUND THE TREE WHEN WELLINGTON TAPE IS USED TO STABILIZE THE PLANTING.

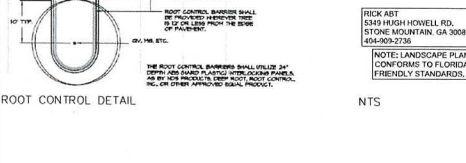
PLANT LIST

SYMBOL	BOTANICAL NAME (COMMON NAME)	MINIMUM SIZE/SPACING	DROUGHT TOLERANCE	NATIVE FLORIDA	QUANTITY
SM	SWAY THREA MANOGONI (MANOGONI)	14-16" MIN HT., 4" CAL. MIN.	YES	YES	8
VM	WITCHAM MYRTLE & SACONIA MYRTLE (LADONIA PALM)	8"	CLEAR TRUNK	YES	6
VM	WASHINGTON ROSEBUD	8"	CLEAR TRUNK	YES	10
CE	CONOCARPUS ERECTUS VAR. BREVIFOLIUS (STRIPED BUTTWOOD)	8" MIN HT., 2" CAL.	YES	YES	16
MC	MYRTLE CERIFERA (ORLA MYRTLE)	8" STREET TREE	YES	NO	10
MC	LAGERSTROMIA INDICA (ORANGE MYRTLE MIMOSOE)	8" MIN HT. 2" CAL.	YES	NO	7
DTV	DANIELLA TOBACCONIA VIRENTA (FLA. LYLY)	8" MIN HT. 2" CAL.	YES	YES	136
HD	HELIANTHUS DEBILIS (BEACH SUNFLOWER)	12" MIN HT. 1.5" GAL.	YES	NO	605
VO	PODOCARPUS MACROCARPUS (PODOCARPUS)	27 1/2 X 30 1/2 X 15 GAL. 18" O.C.	YES	NO	55
VO	VERBENACEA DIOGONIAESUM (SWEET WIGWAG)	30" MIN HT. 2" CAL.	YES	NO	129
HP	HAMBIPATENS (FIREBUSH)	25" MIN HT. 2" CAL. 18" O.C.	YES	YES	31
SOD	ST. AUGUSTINE	QUANTITY TO BE CALCULATED BY CONTRACTOR	YES	YES	780



GENERAL LANDSCAPE NOTES:

- NO FERTILIZER SHALL BE APPLIED TO ANY PLANTING UNTIL 12 MONTHS AFTER PLANTING.
- ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF ANNAPOLIS LANDSCAPE MAINTENANCE MANUAL.
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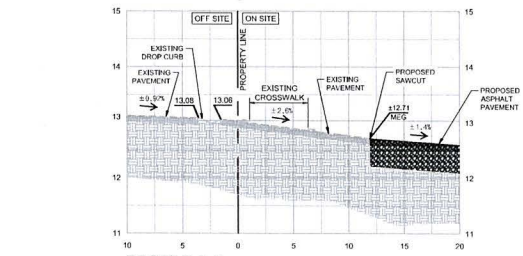


7-ELEVEN

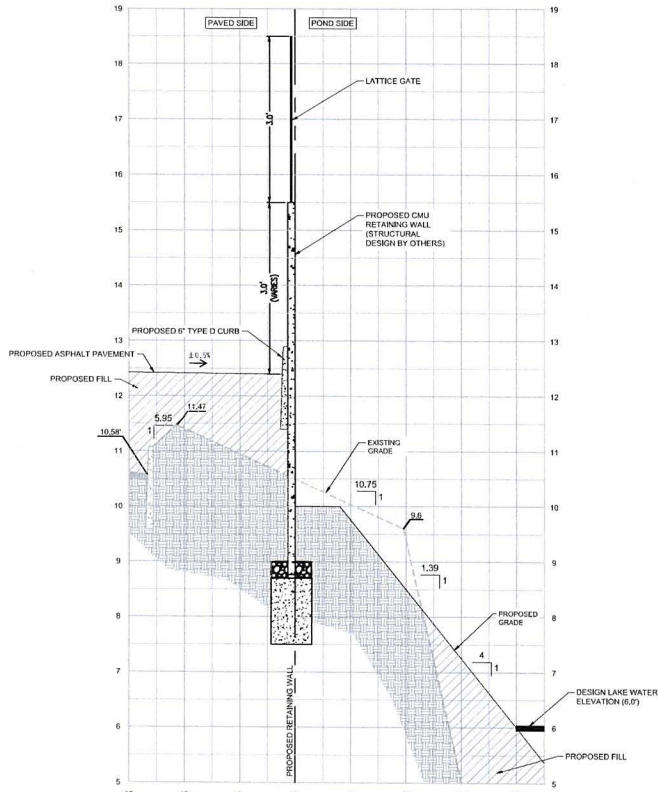
LIFETIME PROPERTY, LLC
2711 BOONE DRIVE, DELRAY BEACH, FL 33483
TEL: (861) 634-0000
FAX: (861) 658-6339

7-ELEVEN
STORE # 1199
CORAL SPRINGS, FL 33065

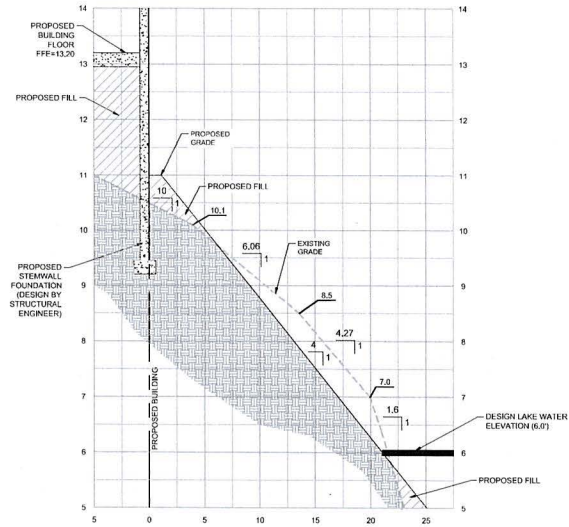
PROJECT # 220.066
DATE 03/16/2021
SCALE 1:30
LANDSCAPE PLAN C7.0



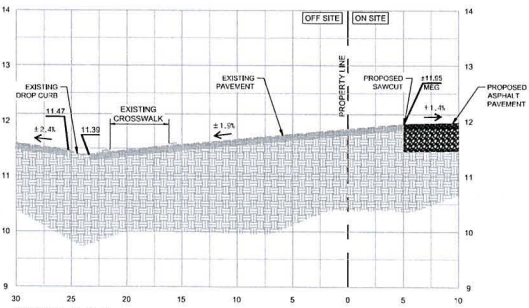
PROFILE A-A
SCALE: 1" IS 1' (VERTICAL) 1" IS 5' (HORIZONTAL)
NOTE: ELEVATIONS BASED NAVD 88 VERTICAL DATUM



PROFILE B-B
SCALE: 1" IS 1' (VERTICAL) 1" IS 5' (HORIZONTAL)
NOTE: ELEVATIONS BASED NAVD 88 VERTICAL DATUM



PROFILE C-C
SCALE: 1" IS 1' (VERTICAL) 1" IS 5' (HORIZONTAL)
NOTE: ELEVATIONS BASED NAVD 88 VERTICAL DATUM



PROFILE D-D
SCALE: 1" IS 1' (VERTICAL) 1" IS 5' (HORIZONTAL)
NOTE: ELEVATIONS BASED NAVD 88 VERTICAL DATUM



LIFETIME PROPERTY, LLC
2711 BOONE DRIVE, DELRAY BEACH, FL 33483
TEL: (561) 634-0000
FAX: (561) 656-6339



GRADY OR FIDELITY
1205 EXETER DR., SUITE 100
ORLANDO, FL 32834
(407) 251-2815
OFFICE OF ARCHITECTURE 2344

7-ELEVEN
5101 N. UNIVERSITY DR.
CORAL SPRINGS, FL 33065

NO.	DATE	REVISION/DESCRIPTION

ENGINEER'S NAME & SEA

GREGORY R. ANDERSON, P.E.
P.E. LICENSE NO. 7190

PROJECT # 220_066
DATE 03/15/2021 SHEET
SCALE N.T.S. **D2.1**

GRADING DETAILS

**SUNSHINE
WATER CONTROL DISTRICT**

10BIII



March 30, 2021
Sunshine Water Control District
Board of Supervisors
2300 Glades Rd. Suite 410W
Boca Raton, FL 33431

As per your request I'm submitting the following for your review.

PUMP STATION 1 - Lengthen 4 MWI Couch Pump to Accept 200 HP Motors

Supply crane and labor to pull and set pumps
Supply transportation
Supply all labor and material to lengthen pump hoods
The hood portion of pump will need to be extended approximately 15 inches.
Supply all labor and material to lengthen pump shafts
Manufacture Heavy Duty Motor Mount to accept new motor
Replace all seals
Replace gaskets & hardware
Replace all lubricants
Sand blast and paint pumps with two- part epoxy
4- 3-3/8" Bushings for larger motor shafts
4- Predator Powerband belts
Price includes all shop labor and materials.

Price: \$144,184.00

Supply 5 – 1800 RPM 200 HP TEFC US Electric Motors

Price: \$67,551.00

NOTE: All Electric by the District or others

TOTAL PRICE: \$211,735.00

PG 1

MWI Rental Main Office

208 N.W. 1st Street Deerfield Beach, FL 33441
Phone: (954) 427-2206 Fax: (954) 426-2009

MWI Rental Tampa

7905 Baseline Court Tampa, FL 33637
Phone: (813) 899-2863 Fax: (813) 899-2862

MWI Rental Fort Myers

4945 Kim Lane NE Fort Myers, FL 33905
Phone: (239) 337-4747 Fax: (239) 337-1331

MWI Rental Orlando

9337 Bachman Road Orlando, FL 32824
Phone: (407) 854-3378 Fax: (407) 854-3376

MWI Rental Vero Beach

7775 S.W. 9th St. (Oslo Rd.) Vero Beach, FL 32968
Phone: (772) 770-0004 Fax: (772) 770-1096

MWI Rental Jacksonville

11000 Blasius Road Jacksonville, FL 32226
Phone: (904) 425-6741 Fax: (904) 425-6744



PUMP STATION 2 - Lengthen 4 MWI Couch Pump to Accept 250 HP Motors

Supply crane and labor to pull and set pumps
Supply transportation
Supply all labor and material to lengthen pump hoods
The hood portion of pump will need to be extended approximately 15 inches.
Supply all labor and material to lengthen pump shafts
Manufacture Heavy Duty Motor Mount to accept new motor
Replace all seals
Replace gaskets & hardware
Replace all lubricants
Sand blast and paint pumps with two- part epoxy
4 - Complete 5/8V belt drives including all new sheaves, bushings, and Predator Powerband belts
Price includes all shop labor and materials.

Price: \$175,917.00

Supply 5 – 1200 RPM 250 HP TEFC US Electric Motors

Price: \$94,566.00

NOTE: All Electric by the District or others

TOTAL PRICE: \$270,483.00

MWI will pull the first 2 pumps on Friday 16, 2021 or Monday April 19, 2021
Delivery of the first 2 pumps will be installed and operational within 6-8 weeks after the Board signs the MWI Quote Letter on 4/14/2021
MWI will supply the required adapter plates to utilize the existing motors.

Modification of the remaining 6 pumps will start on November 30, 2021 (Dry Season)

- A) 2 pumps at a time 6-8 weeks to be operational.
- B) 2 pumps at a time 6-8 weeks to be operational.
- C) 2 pumps at a time 6-8 weeks to be operational.

Sincerely,

Tom Hyde

Board's President's Signature

MWI Rental Main Office

208 N.W. 1st Street Deerfield Beach, FL 33441
Phone: (954) 427-2206 Fax: (954) 426-2009

MWI Rental Tampa

7905 Baseline Court Tampa, FL 33637
Phone: (813) 899-2863 Fax: (813) 899-2862

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Phone: (239) 337-4747 Fax: (239) 337-1331

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9337 Bachman Road Orlando, FL 32824
Phone: (407) 854-3378 Fax: (407) 854-3376

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7775 S.W. 9th St. (Oslo Rd.) Vero Beach, FL 32968
Phone: (772) 770-0004 Fax: (772) 770-1096

MWI Rental Jacksonville

11000 Blasius Road Jacksonville, FL 32226
Phone: (904) 425-6741 Fax: (904) 425-6744

**SUNSHINE
WATER CONTROL DISTRICT**

10EI

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 25 day of February 2021, by and between SUSAN R. SOAL (hereinafter referred to as “Owner”) whose address is 3221 Coral Springs Coral Springs, FL 33065 and the SUNSHINE WATER CONTROL DISTRICT (hereinafter referred to as “District”) whose address is 2300 GLADES ROAD, SUITE 410W, BOCA RATON FL 33431

WITNESSETH:

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

XX

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

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

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

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

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

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

3. The District's obligations pursuant to this Agreement are limited to a single, one-time-only removal of obstructions existing within the ROW/Easement at the time of this Agreement. The District shall not be obligated to remove, at its expense, obstructions placed within the ROW/Easement by Owner subsequent to the execution of this Agreement.
4. Subsequent to District's removal of existing obstructions from the ROW/Easement, Owner shall be required to maintain and mow the grassy areas within the ROW/Easement that remain adjacent to his/her property and keep the same free from all structures and growth of vegetation which may become obstructions of the ROW/Easement. Failure of Owner to comply with this requirement shall constitute a material breach of this Agreement and Owner shall be liable to the District for all costs associated with District's having to remove any subsequent obstructions or perform required maintenance.
5. If the District notifies Owner that he/she is in material breach of this Agreement and Owner fails to remedy the identified breach by removing the obstruction or performing the required maintenance within 30 days of receipt of notice, the District shall take all necessary steps to resolve the obstruction and Owner shall be invoiced and/or assessed on the Broward County tax roll the cost for the removal of all obstructions and/or performance of required maintenance, as well as any related administrative or legal fees that may be incurred by the District.
6. This Agreement shall be binding upon the Owner, its heirs, successors, legal representatives and assigns. This Agreement shall run with the title to the Property and shall forever benefit the District and bind the Owner and all future owners of the Property, including without limitation, their heirs, successors, legal representatives and assigns. This Agreement shall be recorded in the property records of Broward County, Florida and will become a legal obligation of the Property in perpetuity.
7. Owner for itself and on behalf of all future owners of the Property, hereby agrees to indemnify and hold the District harmless from and against any and all liabilities, damages, claims, costs and expenses, including attorney's fees, which may be imposed upon or asserted against the District arising from or in any way connected with the District's removal of obstructions within the ROW/Easement and/or related to Owner's subsequent maintenance of the ROW/Easement.
8. To the extent the terms of this Agreement vary from the District's Right-of-Way/Easement Policy, the terms of this Agreement shall prevail.
9. This Agreement may only be amended by written mutual consent of the District and Owner.
10. This Agreement shall be governed by the laws of the State of Florida. Venue for enforcement of this Agreement shall be in Broward County, Florida.

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

OWNER:

[Handwritten Signature]
Owner Signature

Susan D. Seal
Owner Name (Printed)

Owner Signature

Owner Name (Printed)

WITNESS:

[Handwritten Signature]
Witness Signature

mark Adam Smith HOA president
Witness Name (Printed)

Barbara Loucke Athas

BARBARA LOUCKE ATHAS HOA V. Pre

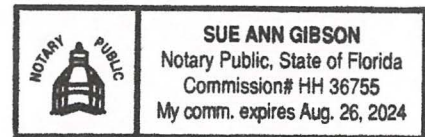
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 25 day of February, 2021, by Susan Dian Seal, _____ of who is/are personally known to me and who did not take an oath.

[Handwritten Signature]
Notary Signature

SUE ANN GIBSON
Print Name
Notary Public - State of Florida
Commission No.

My Commission Expires: 08-26-2024



SUNSHINE WATER CONTROL DISTRICT:

District Manager Signature

District Manager Name (Printed)

WITNESS:

Witness Signature

Witness Name (Printed)

Witness Signature

Witness Name (Printed)

STATE OF FLORIDA
COUNTY OF BROWARD

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

Notary Signature

Print Name
Notary Public - State of Florida
Commission No.

My Commission Expires:

**SUNSHINE
WATER CONTROL DISTRICT**

10E11

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 15TH day of DECEMBER, 2020, by and between MAHARAJ, GERALD & SARASWATI (hereinafter referred to as “Owner”) whose address is 10408 NW 39 MNR, CORAL SPRINGS, FL 33065 and the SUNSHINE WATER CONTROL DISTRICT (hereinafter referred to as “District”) whose address is 2300 GLADES ROAD, SUITE 410W, BOCA RATON FL 33431

WITNESSETH:

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

DEER RUN SPRINGS 70-24 B LOT 28 BLK F

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

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

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

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

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

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

3. The District's obligations pursuant to this Agreement are limited to a single, one-time-only removal of obstructions existing within the ROW/Easement at the time of this Agreement. The District shall not be obligated to remove, at its expense, obstructions placed within the ROW/Easement by Owner subsequent to the execution of this Agreement.
4. Subsequent to District's removal of existing obstructions from the ROW/Easement, Owner shall be required to maintain and mow the grassy areas within the ROW/Easement that remain adjacent to his/her property and keep the same free from all structures and growth of vegetation which may become obstructions of the ROW/Easement. Failure of Owner to comply with this requirement shall constitute a material breach of this Agreement and Owner shall be liable to the District for all costs associated with District's having to remove any subsequent obstructions or perform required maintenance.
5. If the District notifies Owner that he/she is in material breach of this Agreement and Owner fails to remedy the identified breach by removing the obstruction or performing the required maintenance within 30 days of receipt of notice, the District shall take all necessary steps to resolve the obstruction and Owner shall be invoiced and/or assessed on the Broward County tax roll the cost for the removal of all obstructions and/or performance of required maintenance, as well as any related administrative or legal fees that may be incurred by the District.
6. This Agreement shall be binding upon the Owner, its heirs, successors, legal representatives and assigns. This Agreement shall run with the title to the Property and shall forever benefit the District and bind the Owner and all future owners of the Property, including without limitation, their heirs, successors, legal representatives and assigns. This Agreement shall be recorded in the property records of Broward County, Florida and will become a legal obligation of the Property in perpetuity.
7. Owner for itself and on behalf of all future owners of the Property, hereby agrees to indemnify and hold the District harmless from and against any and all liabilities, damages, claims, costs and expenses, including attorney's fees, which may be imposed upon or asserted against the District arising from or in any way connected with the District's removal of obstructions within the ROW/Easement and/or related to Owner's subsequent maintenance of the ROW/Easement.
8. To the extent the terms of this Agreement vary from the District's Right-of-Way/Easement Policy, the terms of this Agreement shall prevail.
9. This Agreement may only be amended by written mutual consent of the District and Owner.
10. This Agreement shall be governed by the laws of the State of Florida. Venue for enforcement of this Agreement shall be in Broward County, Florida.

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

OWNER:

[Handwritten Signature]
Owner Signature

Gerald Maharaj
Owner Name (Printed)

Owner Signature

Owner Name (Printed)

WITNESS:

[Handwritten Signature]
Witness Signature

Armand Levy
Witness Name (Printed)

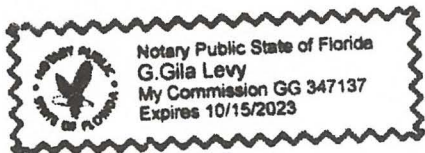
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 11 day of MARCH, 2021, by GERALD MAHARAJ, _____ of who is/are personally known to me and who did not take an oath.

[Handwritten Signature]
Notary Signature

G. GILA LEVY
Print Name
Notary Public - State of Florida
Commission No.

My Commission Expires:



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

OWNER:

Maharaj
Owner Signature

SARASWATI MAHARAJ
Owner Name (Printed)

Owner Signature

Owner Name (Printed)

WITNESS:

[Signature]
Witness Signature

Armand Levy
Witness Name (Printed)

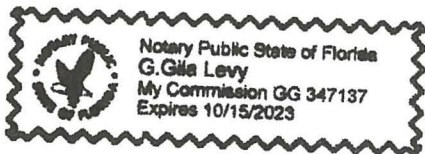
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 11 day of MARCH, 2021, by SARASWATI MAHARAJ, _____ of who is/are personally known to me and who did not take an oath.

G. Gila Levy
Notary Signature

G. GILA LEVY
Print Name
Notary Public - State of Florida
Commission No.

My Commission Expires:



**SUNSHINE
WATER CONTROL DISTRICT**

10EIII

RESOLUTION 2021 - 04
SUNSHINE WATER CONTROL DISTRICT
COVID-19 PAID SICK LEAVE POLICY

WHEREAS, on March 9, 2020, Governor DeSantis issued Executive Order 20-52 declaring a state of emergency of the entire State of Florida pursuant to Chapter 252 of Florida Statutes based upon substantial harm related to COVID-19, which has been extended; and

WHEREAS, on March 18 2020, Congress passed the Emergency Paid Sick Leave Act (“Act”), as part of the Families First Coronavirus Response Act (“FFCRA”), which required covered employers, including government employers, to provide up to 10 days (or 80 hours) of paid sick leave to employees who were unable to work or telework due to COVID-19-related reasons. The Act expired on December 31, 2020; and

WHEREAS, December 23rd, 2020, Governor DeSantis issued Executive Order 20-315, initiating the first phase of vaccine administration. The first phase limited the administration of the COVID-19 vaccine to only elderly populations of the state and health care personnel with direct patient contact; and

WHEREAS, the District finds that until a majority of Florida residents receive the COVID-19 vaccine, there remains an ongoing threat of substantial harm to the District workforce and District operations due to COVID-19; and

WHEREAS, the District desires to formally adopt a temporary COVID-19 related paid sick leave policy (“Policy”); and

WHEREAS, it is the intent of the Policy to protect the District workforce and District operations from substantial harm due to COVID-19 and to incentivize District employees to get the COVID-19 vaccination once it is available to them; and

WHEREAS, the District finds this Resolution to be in the best interest of the public health, safety, and welfare.

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

Section 1. The foregoing Whereas clauses are hereby ratified and incorporated as the intent of this Resolution.

Section 2. The District hereby modifies the personnel policies of the District by adopting the COVID-19 Paid Sick Leave Policy as set forth in Exhibit 1, as attached herein. This Policy will be in effect starting June 1,2021.

Section 3. This Resolution shall be effective starting **June 1**, 2021.

Done and ordered this _____ day of _____, 2021.

SUNSHINE WATER CONTROL DISTRICT

By: _____
President, Board of Supervisors

By: _____
Secretary/Assistant Secretary

EXHIBIT 1

SUNSHINE WATER CONTROL DISTRICT COVID-19 PAID SICK LEAVE POLICY

I. PAID SICK LEAVE AFTER THE COVID-19 VACCINE IS WIDELY AVAILABLE

(A) **Paid sick leave to receive the vaccination:** District employees will be entitled to paid sick leave to receive the COVID-19 vaccination without utilization of their accrued sick or vacation time, subject to the following conditions:

- (1) The employee must provide the District with written evidence that he or she received the COVID-19 vaccination.
- (2) The employee will be entitled to full pay based on his or her regular rate of pay and work schedule for a period of 1 day for each vaccination shot he or she receives.
- (3) The employee will be entitled to full pay based on his or her regular rate of pay and work schedule for a period not to exceed 3 days for any adverse medical effects he or she may experience as a direct result of receiving the COVID-19 vaccination.

(B) **Vaccinated employees who test positive for COVID-19:** District employees who test positive for COVID-19 after receiving the vaccination will be entitled to paid sick leave without utilization of their accrued sick or vacation time, subject to the following conditions:

- (1) The employee must provide the District with evidence they have been vaccinated and evidence of a positive COVID-19 test result.
- (2) An employee who tests positive for COVID-19 after receiving the vaccination will be entitled to paid sick leave for two separate diagnoses within a 12-month period. For each diagnosis, the employee will be entitled to full pay based on their regular rate of pay and work schedule for a period not to exceed 14 days.
- (3) The employee's accrued sick and/or vacation time must be utilized for any unpaid portion of a COVID-19 related absence from work.
- (4) Prior to returning to work, the employee must comply with all CDC isolation guidelines in place at the time of the positive test result.

(C) **Non-vaccinated employees who test positive for COVID-19:** District employees who test positive for COVID-19 who have not received the vaccination will be entitled to paid sick leave without utilization of their accrued sick or vacation time, subject to the following conditions:

- (1) The employee must provide the District with evidence of a positive COVID-19 test result.
- (2) The employee will be entitled to full pay based on their regular rate of pay and work schedule for a period not to exceed 14 days within an 18-month period.

- (3) The employee's accrued sick and/or vacation time must be utilized for any unpaid portion of a COVID-19-related absence from work.
- (4) Prior to returning to work, the employee must comply with all CDC isolation guidelines in place at the time of the positive test result.

(D) **Employees exposed to COVID-19:** District employees who have been exposed to COVID-19 *may* be eligible to receive paid sick leave without utilization of their accrued sick or vacation time, subject to the following conditions:

- (1) The employee must provide the District with written evidence describing their exposure to another individual with COVID-19. If the employee has been vaccinated, the employee must provide evidence of their vaccination.
- (2) The District will determine whether the exposure qualifies for paid sick leave based on CDC guidelines regarding exposure after the vaccination becomes widely available or after a person has been vaccinated.
- (3) The District will determine whether to provide paid sick leave on a case-by-case basis. If the employee has already received paid sick leave related to COVID-19, the District may either reduce the amount of paid sick leave available to the employee or declare that the employee is not entitled to additional paid sick leave.
- (4) The employee's accrued sick and/or vacation time must be utilized for any unpaid portion of a COVID-19 related absence from work.

**SUNSHINE
WATER CONTROL DISTRICT**

10EIV

SUNSHINE WATER CONTROL DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2020/2021 MEETING SCHEDULE

LOCATION

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

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 14, 2020	Regular Meeting	6:30 PM
November 4, 2020*	Regular Meeting	6:30 PM
December 9, 2020	Regular Meeting	6:30 PM
January 13, 2021	Regular Meeting	6:30 PM
February 10, 2021	Regular Meeting	6:30 PM
March 10, 2021	Landowners' Meeting & Regular Meeting	6:30 PM
April 14, 2021	Regular Meeting	6:30 PM
May 12, 2021	Regular Meeting	6:30 PM
June 9, 2021	Regular Meeting	6:30 PM
July 14, 2021	Regular Meeting	6:30 PM
August 11, 2021	Regular Meeting	6:30 PM
September 8, 2021	Public Hearing & Regular Meeting	6:30 PM

Exceptions:*

November meeting is one week earlier to accommodate Veteran's Day Holiday