

*Valencia Water  
Control District*

*Agenda*

*October 13, 2020*

# AGENDA

**VALENCIA WATER CONTROL DISTRICT  
NOTICE OF MEETING  
OF  
BOARD OF SUPERVISORS**

Please be advised that the Meeting of the Board of Supervisors of Valencia Water Control District will be held on **Tuesday, October 13, 2020 at 1:00 P.M. via Zoom: <https://zoom.us/j/91762034174>**. Attached is an Agenda for the meeting.

  
\_\_\_\_\_  
George S. Flint, District Director

**ZOOM INSTRUCTIONS FOR MEETING:**

Anyone wishing to participate in the meeting telephonically on the above date and time must call (646) 876-9923 and when prompted, enter meeting ID: 968-5743-9865 or via computer at <https://zoom.us/j/91762034174>. Additional information regarding this meeting may be obtained from the District's website [www.vwcdfl.com](http://www.vwcdfl.com) or by contacting the District Director, George S. Flint, at [gflint@gmscfl.com](mailto:gflint@gmscfl.com) or by calling 407-841-5524 X 101. Toward that end, participants are strongly encouraged to submit questions and comments to the District Director at [gflint@gmscfl.com](mailto:gflint@gmscfl.com) by Tuesday, October 13, 2020 at 9:00 a.m. in advance of the meeting to facilitate the Board's consideration and/or discussion of such questions and comments during the meeting. Participants may also submit questions or comments to the District Manager by telephone by calling 407-841-5524 by the same time noted above.

**DISTRIBUTION**

William Ingle; Ed Neal; Debra Donton; Brian Andrelczyk; Roy Miller; David E. Mahler; Stephen F. Broome; Green Briar Village Clubhouse; Lake Ridge Village Clubhouse; Lime Tree Village Clubhouse; Montpelier Village Clubhouse; Parkview Pointe Village Clubhouse; Somerset Village Clubhouse; Deer Creek Village Clubhouse; Wingate Club; Waterview HOA; and Windsor Walk HOA.

*"Persons are advised that if they decide to appeal any decisions made at these meetings/hearings, they will need a record of the proceedings and for such purpose they may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based, per section 298.0105, Florida Statutes."*

*"In accordance with the Americans with Disabilities Act, persons with disabilities needing a special accommodation should contact Valencia Water Control District at (407) 841-5524 x 101, not later than forty-eight hours prior to the meeting."*

# AGENDA

October 13, 2020

VALENCIA WATER CONTROL DISTRICT  
BOARD OF SUPERVISORS MEETING  
1 P.M.

ZOOM MEETING: <https://zoom.us/j/91762034174>

## Item

1. Call Meeting to Order
2. Public Comment Period
3. Approval of June 9, 2020 Minutes
4. General Fund Financial Reports
  - A. Approval of Fiscal Year 2019 Capital Reserve Fund Budget Amendment
5. Engineer's Report
  - A. Approval of Modified Permit No. 0320 – JW Marriot Grande Lakes Resort
6. Attorney's Report
7. Director's Report
  - A. Ratification of Agreement & Change Order from Gary's Grading for Area Two Pond Stormwater Repair Services
  - B. Consideration of Bids for Repairs at S-901 & C-10 Canal
  - C. Customer Call Log
8. Other Business
9. Adjournment

## SECTION III

**MINUTES OF THE MONTHLY MEETING  
OF THE BOARD OF SUPERVISORS  
OF VALENCIA WATER CONTROL DISTRICT**

**June 9, 2020**

The annual meeting of the Board of Supervisors of **VALENCIA WATER CONTROL DISTRICT** was held at 1:00 P.M. on Tuesday, June 9, 2020 via Zoom Video Conference. Present were Supervisors, Roy Miller, William Von Ingle, Ed Neal and Debra Donton. Also, in attendance were the following: Stephen F. Broome, District Attorney; George S. Flint, District Director; David Mahler, District Engineer; Stacie Vanderbilt, District Administrative Assistant; and Dan Brown, Sthern Environmental.

**ITEM #1**

**Call Meeting to Order**

Mr. Flint called the meeting to order at 1:22 PM and called the roll. A quorum was present. For purposes of the record, Mr. Flint stated that the meeting was being held telephonically via Zoom Video Conference pursuant to executive orders issued by the Governor due to the Covid-19 pandemic, waiving the physical quorum requirement and that the meeting was properly noticed with the Zoom information for the public.

**ITEM #2**

**Administer Oath of Office to Newly Elected Supervisor(s)**

Mr. Flint noted that since the results were just announced at the landowners' meeting held prior that Mr. Ingle could not participate in the voting until he has a Notary Public of the State of Florida administer his Oath of Office.

**ITEM #3**

**Election of President of Board of Supervisors**

On MOTION by Mr. Miller seconded and carried, with all in favor to elect Roy Miller as President of Board of Supervisors.
---

**ITEM #4**

**Appoint District Attorney (Presently Stephen F. Broome)**

On MOTION by Ms. Donton seconded and carried, with all in favor Steve F. Broome was appointed District Attorney.
--

**ITEM #5**

**Appoint District Engineer (Presently David E. Mahler)**

On MOTION by Mr. Miller seconded and carried, with all in favor David E. Mahler was Appointed District Engineer.

**ITEM #6**

**Appoint District Treasurer & Director (Presently George S. Flint)**

On MOTION by Ms. Donton seconded and carried, with all in favor George S. Flint was Appointed District Treasurer & Director.

**ITEM #7**

**Appoint District Deputy Treasurer (Presently Roy Miller)**

On MOTION Ms. Donton seconded and carried, with all in favor Roy Miller was Appointed District Deputy Treasurer.

**ITEM #8**

**Appoint District Secretary (Presently Stephen F. Broome)**

On MOTION by Mr. Neal seconded and carried, with all in favor Stephen F. Broome was Appointed District Secretary.

**ITEM #9**

**Appoint District Deputy Secretaries (Presently William Ingle, Ed Neal, Debra Donton and Brian Andrelczyk)**

On MOTION by Mr. Miller seconded and carried, with all in favor William Ingle, Ed Neal, Debra Donton and Brian Andrelczyk were Appointed as District Deputy Secretaries.

**ITEM #10**

**Approval of May 12, 2020 Minutes**

Mr. Flint stated the next item was the minutes from the May 12, 2020 monthly meeting. He asked if there were any corrections, deletions or additions. There being none,

On MOTION by Mr. Miller seconded and carried, with all in favor the Minutes from May 12, 2020 Monthly Meeting were approved, as presented.

**ITEM #11****General Fund Financial Reports**

Mr. Flint stated the unaudited financials through May 31, 2020 were included. He stated that the bulk of the assessments were collected and there may be additional revenue through tax receipt sales. He stated that the Board would start seeing some of the capital projects hitting the account lines in the next month or so.

The District's financial reports for the period ending 5/31/2020 were accepted as distributed.

**ITEM #12****Engineer's Report****Shingle Creek Trail**

Mr. Mahler stated that Orange County had come back within the last few months with a revised set of plans for the trail which originally was going to have the District deed land off the C-12 Canal. Since it would have originally blocked District access to the area, it was requested the District be granted an easement on the other side of the area which Orange County declined to facilitate so the agreement fell through. He stated that they have since been deeded land North of the District's property that has begun construction. He reviewed the area with Mr. Broome to clarify that the construction will not block the District's ramp to access the canal.

On MOTION by Ms. Donton, seconded and carried, with all in favor, conditional approval to proceed with the Shingle Creek Trail under the condition Orange County will provide revised construction plans showing no adverse effects to the District's property or access.

**Blind Mosquitos Concern**

Mr. Maler stated they were contacted by Orange County EPD regarding a customer reporting weeds in Deer Creek Pond 3. He stated that he didn't notice any weeds when he reviewed the area and that the customer also complained about blind mosquitos but that is not something the District treats for.

Mr. Flint stated he exchanged e-mails with the customer about the pond, which is in good shape water quality wise, and explained that the District does not treat for blind mosquitos and that they are seasonal.

**ITEM #13****Attorney's Report**



There being none,

**ITEM #14**

**Director's Report**

**A. Ratification of Agreement with Gary's Grading, Inc. for Stormwater System Repair Services**

Mr. Flint stated that the agreement was for work on the C-5 Canal near Sea World that was silted in spots. There needed to be dredging done in order to allow for better water flow. He stated that 3 quotes were received and that the chosen vendor was the most cost effective to get the work done at \$30,550.00 and was considerably lower than the other two quotes.

A brief discussion ensued on the timeline of the work being done.

On MOTION by Mr. Miller, seconded and carried, with all in favor, the agreement with Gary's Grading, Inc. was ratified.
---

**B. Call Log**

Mr. Flint reviewed the Call Log with the Board. He stated that there was a resident calling about the Deer Creek HOA owned pond that the District doesn't maintain but that the HOA manager was notified so they could get back to him. He stated that another resident from Somerset that felt that Pond 2 should be treated since water levels were lower but since the vegetation is beneficial in that pond, treatment was held off. He stated that the resident in Parkview Point that has called prior about the erosion at the pond behind his home followed up on the District's plan to restore the bank. Mr. Flint advised that the area would continue to be monitored but no action being taken at this time. Another resident called about some erosion at the C-10 canal bridge in Greenbriar that staff was aware of and would be looking into.

Mr. Flint stated he spoke to Lake Ridge resident Donna Finkelstein regarding her concerns about trespassing and fishing at the Area 1 Pond. He stated that the No Trespassing sign was replaced at one of the entrance points but that there is also a hedge on the North side that people are parking behind to access the pond as well. He explained that the District has limited capability to prevent access and said in the future he would work with the Sheriff's department on a way to remedy the situation. He also stated he communicated with the SFWMD that owns property next to the District's off Central Florida Parkway to see if they would possibly put in a fence but the response was they most likely would not be able to make that expense, however, they did advise that they have Game and Fish Commission officers patrol their wetland areas and can alert them to the issue to assist in enforcement.

June 9, 2020

Valencia Water Control District

**ITEM #15**

**Other Business**

There being none,

**ITEM #16**

**Adjournment**

On MOTION by Mr. Miller, seconded and carried, with all in favor the meeting was adjourned at 2:00 p.m.
---

\_\_\_\_\_  
Stephen F. Broome, Secretary

\_\_\_\_\_  
William Von Ingle

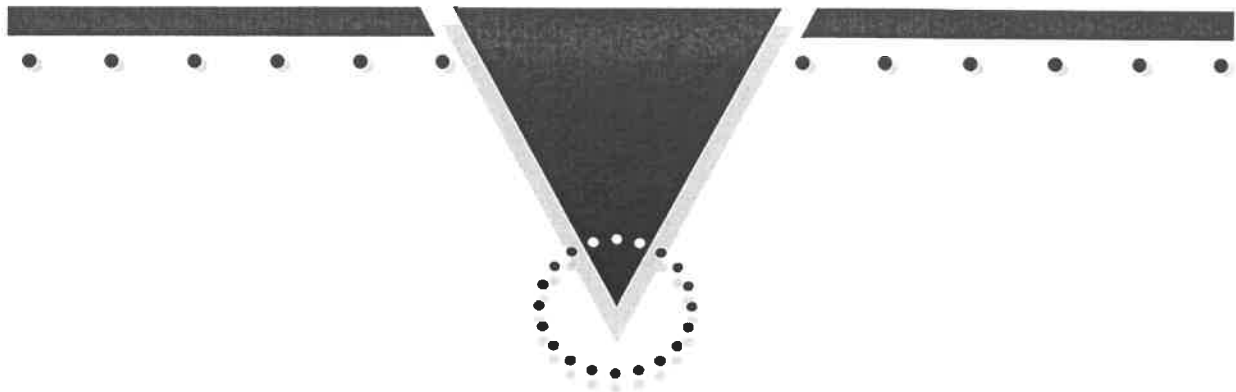
\_\_\_\_\_  
Ed Neal

\_\_\_\_\_  
Debra Donton

\_\_\_\_\_  
Roy Miller

\_\_\_\_\_  
Brian Andrelczyk

## SECTION IV



**Valencia**  
**Water Control District**

**Unaudited Financial Reporting**  
**September 30, 2020**



# Table of Contents

1	<u>Balance Sheet</u>
2-3	<u>General Fund Income</u>
4	<u>Capital Reserve Fund</u>
5-6	<u>Month to Month</u>
7	<u>Assessment Receipt Schedule</u>

**VALENCIA**  
**WATER CONTROL DISTRICT**  
**BALANCE SHEET**  
**September 30, 2020**

	General Fund	Capital Reserve Fund	Totals 2020
<b><u>ASSETS:</u></b>			
<i>CURRENT ASSETS</i>			
OPERATING - SUNTRUST	\$416,305	---	\$416,305
CAPITAL RESERVE - SUNTRUST	---	\$77,427	\$77,427
<b><u>INVESTMENTS</u></b>			
SBA - CAPITAL RESERVES	---	\$108,300	\$108,300
SBA - OPERATING RESERVES	\$52,556	---	\$52,556
PETTY CASH	\$100	---	\$100
PREPAID EXPENSES	\$15,843	---	\$15,843
<b>TOTAL CURRENT ASSETS</b>	<b>\$484,804</b>	<b>\$185,727</b>	<b>\$670,531</b>
<b><u>FIXED ASSETS</u></b>			
LAND	\$700,120	---	\$700,120
STRUCTURES	\$672,531	---	\$672,531
CANALS	\$2,888,690	---	\$2,888,690
PONDS	\$1,245,537	---	\$1,245,537
EQUIPMENT & OFFICE FURNITURE	\$12,767	---	\$12,767
ACCUMULATED DEPRECIATION	(\$4,768,736)	---	(\$4,768,736)
<b>TOTAL FIXED ASSETS</b>	<b>\$750,909</b>	<b>\$0</b>	<b>\$750,909</b>
<b>TOTAL ASSETS</b>	<b>\$1,235,713</b>	<b>\$185,727</b>	<b>\$1,421,440</b>
<b><u>LIABILITIES:</u></b>			
ACCOUNTS PAYABLE	---	---	\$0
<b><u>FUND EQUITY:</u></b>			
<b>FUND BALANCES:</b>			
UNASSIGNED	\$484,804	\$185,727	\$670,531
NET ASSETS CAPITALIZED	\$750,909	---	\$750,909
<b>TOTAL LIABILITIES &amp; FUND EQUITY</b>	<b>\$1,235,713</b>	<b>\$185,727</b>	<b>\$1,421,440</b>

# VALENCIA

## WATER CONTROL DISTRICT

### GENERAL FUND

#### Statement of Revenues & Expenditures

For The Period Ending September 30, 2020

#### REVENUES:

	ADOPTED BUDGET	PRORATED BUDGET THRU 9/30/20	ACTUAL THRU 9/30/20	VARIANCE
ASSESSMENTS - TAX ROLL	\$553,302	\$553,302	\$555,062	\$1,760
INTEREST	\$0	\$0	\$708	\$708
MISCELLANEOUS REVENUE	\$0	\$0	\$5	\$708
<b>TOTAL REVENUES</b>	<b>\$553,302</b>	<b>\$553,302</b>	<b>\$555,774</b>	<b>\$3,175</b>

#### EXPENDITURES:

##### ADMINISTRATIVE:

SUPERVISORS FEES	\$2,500	\$2,500	\$1,500	\$1,000
ENGINEERING	\$37,200	\$37,200	\$34,792	\$2,408
ATTORNEY	\$12,000	\$12,000	\$12,000	\$0
ANNUAL AUDIT	\$5,200	\$5,200	\$5,200	\$0
ASSESSMENT ROLL CERTIFICATION	\$2,500	\$2,500	\$2,500	\$0
MANAGEMENT FEES	\$48,800	\$48,800	\$48,800	(\$0)
WEBSITE ADMINISTRATION	\$600	\$600	\$600	\$0
INSURANCE	\$12,650	\$12,650	\$11,276	\$1,374
REPORT PREPARATION - NPDES	\$25,000	\$25,000	\$9,390	\$15,610
OFFICE LEASE	\$12,980	\$12,980	\$12,980	(\$0)
FREIGHT	\$200	\$200	\$0	\$200
PRINTING & BINDING	\$500	\$500	\$222	\$278
POSTAGE	\$500	\$500	\$255	\$245
TRAVEL PER DIEM	\$200	\$200	\$0	\$200
LEGAL ADVERTISING	\$1,200	\$1,200	\$1,824	(\$624)
BANK FEES	\$300	\$300	\$0	\$300
OTHER CURRENT CHARGES	\$400	\$400	\$138	\$262
OFFICE SUPPLIES	\$1,000	\$1,000	\$131	\$869
ELECTION FEES	\$2,800	\$2,800	\$3,580	(\$780)
MEETING RENTAL FEE	\$500	\$500	\$250	\$250
PROPERTY APPRAISER FEE	\$5,408	\$5,408	\$5,393	\$15
DUES, LICENSES & SUBSCRIPTIONS	\$2,150	\$2,150	\$1,675	\$475
<b>TOTAL ADMINISTRATIVE</b>	<b>\$174,588</b>	<b>\$174,588</b>	<b>\$152,506</b>	<b>\$22,082</b>

# VALENCIA

## WATER CONTROL DISTRICT

### GENERAL FUND

#### Statement of Revenues & Expenditures

For The Period Ending September 30, 2020

#### FIELD OPERATIONS:

##### UTILITIES:

ELECTRIC	\$500	\$500	\$675	(\$175)
WATER & SEWER	\$500	\$500	\$334	\$166
INTERNET & TELEPHONE	\$1,800	\$1,800	\$433	\$1,367

##### CONTRACTS:

AQUATIC WEED CONTROL	\$35,000	\$35,000	\$32,857	\$2,143
MOWING	\$85,000	\$85,000	\$82,131	\$2,869
WATER QUALITY MONITORING	\$20,214	\$20,214	\$16,455	\$3,759
JANITORIAL	\$2,000	\$2,000	\$1,441	\$559

##### REPAIRS & MAINTENANCE:

CANAL & RETENTION POND MAINTENANCE	\$95,380	\$95,380	\$46,756	\$48,624
OFFICE	\$750	\$750	\$180	\$570
SECURITY GATES & SIGNS	\$750	\$750	\$0	\$750

##### OTHER:

NPDES INSPECTION & FEES	\$6,000	\$6,000	\$2,875	\$3,125
OPERATING SUPPLIES	\$500	\$500	\$0	\$500
CONTINGENCY	\$500	\$500	\$0	\$500

#### **TOTAL FIELD OPERATIONS**

\$248,894	\$248,894	\$184,138	\$64,756
-----------	-----------	-----------	----------

#### OTHER USES

TRANSFER OUT - CAPITAL RESERVE (CY)	\$129,820	\$129,820	\$129,820	\$0
TRANSFER OUT - CAPITAL RESERVE (PY)	\$326,502	\$326,502	\$326,502	(\$0)

#### **TOTAL OTHER USES**

\$456,322	\$456,322	\$456,322	(\$0)
-----------	-----------	-----------	-------

#### **TOTAL EXPENDITURES**

\$879,804	\$879,804	\$792,966	\$86,838
-----------	-----------	-----------	----------

#### **EXCESS REVENUES (EXPENDITURES)**

(\$326,502)		(\$237,192)	
-------------	--	-------------	--

#### **FUND BALANCE - Beginning**

\$326,502		\$1,472,905	
-----------	--	-------------	--

#### **FUND BALANCE - Ending**

\$0		\$1,235,713	
-----	--	-------------	--



# VALENCIA

## WATER CONTROL DISTRICT

### CAPITAL RESERVE FUND

#### Statement of Revenues & Expenditures

For The Period Ending September 30, 2020

#### REVENUES:

	ADOPTED BUDGET	PRORATED BUDGET THRU 9/30/20	ACTUAL THRU 9/30/20	VARIANCE
TRANSFER IN (CURRENT YEAR)	\$129,820	\$129,820	\$129,820	\$0
TRANSFER IN (PRIOR YEAR)	\$326,502	\$326,502	\$326,502	\$0
INTEREST	\$2,500	\$2,500	\$2,453	(\$47)
<b>TOTAL REVENUES</b>	<b>\$458,822</b>	<b>\$458,822</b>	<b>\$458,775</b>	<b>(\$47)</b>

#### EXPENDITURES:

#### EXPENDITURES

CAPITAL IMPROVEMENTS	\$90,000	\$90,000	\$273,048	(\$183,048)
<b>TOTAL EXPENDITURES</b>	<b>\$90,000</b>	<b>\$90,000</b>	<b>\$273,048</b>	<b>(\$183,048)</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$368,822</b>		<b>\$185,727</b>	
<b>FUN D BALANCE - Beginning</b>	<b>\$50,000</b>		<b>\$0</b>	
<b>FUN D BALANCE - Ending</b>	<b>\$418,822</b>		<b>\$185,727</b>	

# VALENCIA Water Control District

REVENUES:	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
ASSESSMENTS - TAX ROLL	\$0	\$47,441	\$259,300	\$89,065	\$20,960	\$89,092	\$9,032	\$9,034	\$13,657	\$10,904	\$4,071	\$2,475	\$555,062
INTEREST	\$96	\$86	\$89	\$91	\$83	\$72	\$53	\$46	\$29	\$24	\$21	\$18	\$708
MISCELLANEOUS REVENUE	\$0	\$0	\$0	\$0	\$5	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5
<b>TOTAL REVENUES</b>	<b>\$96</b>	<b>\$47,527</b>	<b>\$259,389</b>	<b>\$89,156</b>	<b>\$21,079</b>	<b>\$89,164</b>	<b>\$9,084</b>	<b>\$9,081</b>	<b>\$13,687</b>	<b>\$10,928</b>	<b>\$4,092</b>	<b>\$2,492</b>	<b>\$555,774</b>
EXPENDITURES:													
<b>ADMINISTRATIVE:</b>													
SUPERVISORS FEES	\$200	\$200	\$0	\$250	\$200	\$250	\$0	\$200	\$200	\$0	\$0	\$0	\$1,500
ENGINEERING	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$2,550	\$5,201	\$3,289	\$4,986	\$2,550	\$3,616	\$34,792
ATTORNEY	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$12,000
ANNUAL AUDIT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,200	\$0	\$0	\$0	\$0	\$5,200
ASSESSMENT ROLL CERTIFICATION	\$2,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500
MANAGEMENT FEES	\$4,067	\$4,067	\$4,067	\$4,067	\$4,067	\$4,067	\$4,067	\$4,067	\$4,067	\$4,067	\$4,067	\$4,067	\$48,800
WEBSITE ADMINISTRATION	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$600
INSURANCE	\$11,276	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,276
REPORT PREPARATION - NPDES	\$0	\$2,293	\$1,230	\$1,350	\$1,025	\$555	\$585	\$120	\$510	\$1,243	\$80	\$300	\$9,390
OFFICE LEASE	\$1,082	\$1,082	\$1,082	\$1,082	\$1,082	\$1,082	\$1,082	\$1,082	\$1,082	\$1,082	\$1,082	\$1,082	\$12,980
FREIGHT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PRINTING & BINDING	\$0	\$44	\$31	\$2	\$24	\$29	\$25	\$2	\$12	\$54	\$0	\$0	\$222
POSTAGE	\$0	\$28	\$4	\$1	\$57	\$46	\$4	\$16	\$6	\$59	\$30	\$5	\$255
TRAVEL PER DIEM	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LEGAL ADVERTISING	\$0	\$0	\$181	\$0	\$0	\$174	\$0	\$466	\$1,003	\$0	\$0	\$0	\$1,824
BANK FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OTHER CURRENT CHARGES	\$0	\$0	\$110	\$0	\$0	\$0	\$0	\$7	\$7	\$7	\$7	\$0	\$138
OFFICE SUPPLIES	\$0	\$21	\$20	\$0	\$23	\$21	\$20	\$1	\$10	\$14	\$0	\$0	\$131
ELECTION FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,580	\$0	\$0	\$0	\$0	\$3,580
MEETING RENTAL FEE	\$50	\$50	\$0	\$50	\$50	\$50	\$0	\$0	\$0	\$0	\$0	\$0	\$250
PROPERTY APPRAISER FEE	\$5,393	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,393
DUES, LICENSES & SUBSCRIPTIONS	\$1,675	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,675
<b>TOTAL ADMINISTRATIVE</b>	<b>\$29,292</b>	<b>\$10,933</b>	<b>\$9,874</b>	<b>\$9,952</b>	<b>\$9,678</b>	<b>\$9,423</b>	<b>\$9,383</b>	<b>\$20,992</b>	<b>\$11,335</b>	<b>\$12,560</b>	<b>\$8,866</b>	<b>\$10,119</b>	<b>\$152,006</b>

# VALENCIA Water Control District

FIELD OPERATIONS:	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
<b>UTILITIES:</b>													
ELECTRIC	\$95	\$68	\$48	\$20	\$27	\$29	\$35	\$38	\$95	\$78	\$93	\$89	\$675
WATER & SEWER	\$51	\$26	\$26	\$26	\$0	\$51	\$26	\$26	\$26	\$26	\$0	\$52	\$334
INTERNET & TELEPHONE	\$141	\$151	\$141	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$433
<b>CONTRACTS:</b>													
AQUATIC WEED CONTROL	\$2,219	\$2,254	\$2,254	\$2,254	\$7,380	\$2,254	\$2,254	\$2,254	\$2,254	\$2,254	\$2,254	\$2,968	\$32,857
MOWING	\$13,196	\$3,796	\$0	\$0	\$987	\$0	\$12,830	\$12,830	\$12,830	\$12,830	\$12,830	\$0	\$82,131
WATER QUALITY MONITORING	\$1,646	\$1,646	\$1,646	\$1,646	\$1,646	\$1,646	\$1,646	\$0	\$1,646	\$1,646	\$1,646	\$0	\$16,465
JANITORIAL	\$131	\$131	\$131	\$131	\$131	\$131	\$131	\$131	\$131	\$131	\$131	\$0	\$1,441
<b>REPAIRS &amp; MAINTENANCE:</b>													
CANAL & RETENTION POND MAINTENANCE	\$1,991	\$1,000	\$4,794	\$3,650	\$25,850	\$1,000	\$2,920	\$1,000	\$1,000	\$2,551	\$1,000	\$0	\$46,756
OFFICE	\$0	\$45	\$0	\$0	\$45	\$0	\$0	\$45	\$0	\$0	\$45	\$0	\$180
SECURITY GATES & SIGNS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>OTHER:</b>													
NPDES INSPECTION & FEES	\$0	\$0	\$1,875	\$0	\$0	\$0	\$0	\$0	\$1,000	\$0	\$0	\$0	\$2,875
OPERATING SUPPLIES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CONTINGENCY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL FIELD OPERATIONS</b>	<b>\$19,469</b>	<b>\$9,116</b>	<b>\$10,915</b>	<b>\$7,727</b>	<b>\$36,066</b>	<b>\$5,111</b>	<b>\$19,842</b>	<b>\$16,325</b>	<b>\$18,942</b>	<b>\$19,516</b>	<b>\$18,000</b>	<b>\$3,110</b>	<b>\$184,138</b>
<b>OTHER USES:</b>													
TRANSFER OUT - CAPITAL RESERVE (CY)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$129,820	\$0	\$0	\$0	\$129,820
TRANSFER OUT - CAPITAL RESERVE (PY)	\$306,336	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,166	\$0	\$0	\$0	\$326,502
<b>TOTAL OTHER USES</b>	<b>\$306,336</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$149,986</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$456,222</b>
<b>TOTAL EXPENDITURES</b>	<b>\$355,197</b>	<b>\$20,049</b>	<b>\$20,990</b>	<b>\$17,678</b>	<b>\$45,744</b>	<b>\$14,534</b>	<b>\$29,225</b>	<b>\$37,316</b>	<b>\$180,262</b>	<b>\$32,076</b>	<b>\$26,865</b>	<b>\$13,229</b>	<b>\$792,566</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>(\$355,101)</b>	<b>\$27,478</b>	<b>\$238,600</b>	<b>\$71,478</b>	<b>(\$24,665)</b>	<b>\$74,630</b>	<b>(\$20,141)</b>	<b>(\$28,236)</b>	<b>(\$166,576)</b>	<b>(\$21,148)</b>	<b>(\$22,773)</b>	<b>(\$10,736)</b>	<b>(\$237,192)</b>

**VALENCIA  
WATER CONTROL DISTRICT**

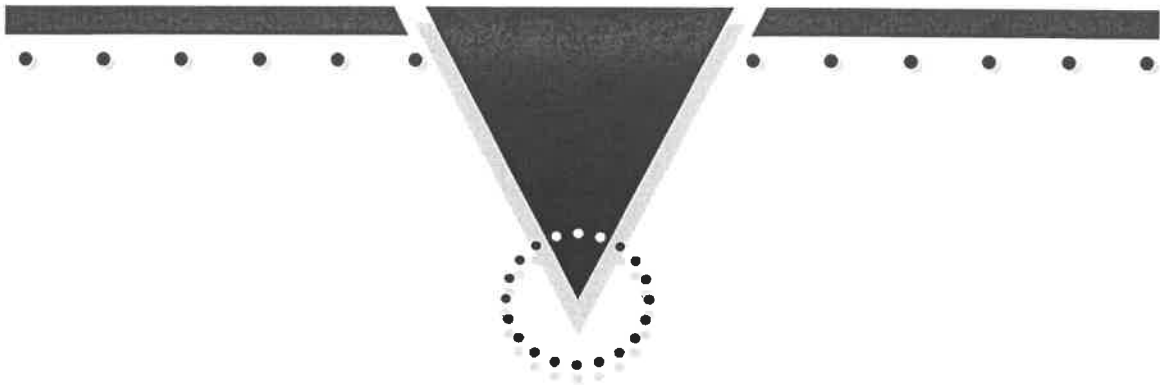
**SPECIAL ASSESSMENT RECEIPTS - FY2020**

**TAX COLLECTOR**

Gross Assessments \$ 582,328 \$ 582,328  
Net Assessments \$ 553,212 \$ 553,212

Date Received	Dist.#	Gross Assessments Received	Discounts/ Penalties	Commissions Paid	Interest Income	Net Amount Received	General Fund 100.00%	Total 100%
11/7/19	ACH	\$ 2,551.83	\$ 126.55	\$ 24.25	\$ -	\$ 2,401.03	\$ 2,401.03	\$ 2,401.03
11/14/19	ACH	\$ 12,138.65	\$ 485.20	\$ 116.53	\$ -	\$ 11,536.92	\$ 11,536.92	\$ 11,536.92
11/21/19	ACH	\$ 35,250.96	\$ 1,409.75	\$ 338.41	\$ -	\$ 33,502.80	\$ 33,502.80	\$ 33,502.80
12/5/19	ACH	\$ 64,940.15	\$ 2,595.93	\$ 623.44	\$ -	\$ 61,720.78	\$ 61,720.78	\$ 61,720.78
12/12/19	ACH	\$ 157,506.77	\$ 6,299.73	\$ 1,512.07	\$ 115.57	\$ 149,810.54	\$ 149,810.54	\$ 149,810.54
12/19/19	ACH	\$ 50,261.84	\$ 2,010.29	\$ 482.52	\$ -	\$ 47,769.03	\$ 47,769.03	\$ 47,769.03
1/9/20	ACH	\$ 93,711.91	\$ 3,747.26	\$ 899.65	\$ -	\$ 89,065.00	\$ 89,065.00	\$ 89,065.00
2/13/20	ACH	\$ 22,085.68	\$ 883.22	\$ 212.02	\$ -	\$ 20,990.44	\$ 20,990.44	\$ 20,990.44
3/12/20	ACH	\$ 28,376.87	\$ 1,129.55	\$ 272.47	\$ 837.36	\$ 27,812.21	\$ 27,812.21	\$ 27,812.21
3/19/20	ACH	\$ 63,996.68	\$ 2,097.90	\$ 618.99	\$ -	\$ 61,279.79	\$ 61,279.79	\$ 61,279.79
4/9/20	ACH	\$ 9,313.12	\$ 190.30	\$ 91.23	\$ -	\$ 9,031.59	\$ 9,031.59	\$ 9,031.59
5/14/20	ACH	\$ 9,223.06	\$ 97.33	\$ 91.26	\$ -	\$ 9,034.47	\$ 9,034.47	\$ 9,034.47
6/11/20	ACH	\$ 13,677.06	\$ 8.06	\$ 136.69	\$ 125.08	\$ 13,657.39	\$ 13,657.39	\$ 13,657.39
7/9/20	ACH	\$ 10,904.44	\$ -	\$ -	\$ -	\$ 10,904.44	\$ 10,904.44	\$ 10,904.44
8/13/20	ACH	\$ 4,111.76	\$ -	\$ 41.12	\$ -	\$ 4,070.64	\$ 4,070.64	\$ 4,070.64
9/10/20	ACH	\$ 2,479.55	\$ -	\$ 24.80	\$ 19.78	\$ 2,474.53	\$ 2,474.53	\$ 2,474.53
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Totals</b>		\$ 580,530.33	\$ 21,081.07	\$ 5,485.45	\$ 1,097.79	\$ 555,061.60	\$ 555,061.60	\$ 555,061.60

# SECTION A



# **Valencia Water Control District**

**Amended Budget  
FY2020**



**Valencia**  
**Water Control District**  
**Amended Budget FY2020**  
**Capital Reserve Fund**

Description	Adopted Budget FY2020	Increase/ (Decrease)	Amended Budget FY2020	Actuals Thru 9/30/20
<b>Revenues</b>				
Transfer in (Current Year)	\$129,820	\$0	\$129,820	\$129,820
Transfer in (Prior Year)	\$326,502	\$0	\$326,502	\$326,502
Interest Income	\$2,500	\$0	\$2,500	\$2,453
<b>Total Revenues</b>	<b>\$458,822</b>	<b>\$0</b>	<b>\$458,822</b>	<b>\$458,775</b>
<b>Expenditures</b>				
Capital Improvements	\$90,000	\$210,000	\$300,000	\$273,048
<b>Total Expenditures</b>	<b>\$90,000</b>	<b>\$210,000</b>	<b>\$300,000</b>	<b>\$273,048</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$368,822</b>	<b>(\$210,000)</b>	<b>\$158,822</b>	<b>\$185,727</b>
<b>Fund Balance - Beginning</b>	<b>\$50,000</b>	<b>\$0</b>	<b>\$50,000</b>	<b>\$0</b>
<b>Fund Balance - Ending</b>	<b>\$418,822</b>	<b>(\$210,000)</b>	<b>\$208,822</b>	<b>\$185,727</b>

## SECTION V



# SECTION A



1117 East Robinson Street  
Orlando, Florida 32801  
Phone: 407.425.0452

October 5, 2020

Board of Directors  
Valencia Water Control District  
10365 Orangewood Boulevard  
Orlando, Florida 32821

RE: JW Marriott – Grande Lakes Resort - ERP Minor Modification  
VWCD Permit No. 320  
CPH Project No. 6816.07

Dear Honorable Board Members:

We have completed our review of the above referenced project submitted by LandDesign, dated August 28, 2020. The submittal was for a minor increase in impervious area within one of the basins within the site. There was no significant impact to the overall storm water collection system or storm water pond system.

Based on our review, we have no objection to the Board approving this permit modification.

Sincerely,

CPH, INC.


A handwritten signature in black ink, appearing to read 'David E. Mahler', is written over the printed name and title.

David E. Mahler, P.E.  
District Engineer

Cc: Jason Rostek, P.E., Atkins  
Brian Andreleszyk, V.P., Sea World  
File

Permit No. \_\_\_\_\_  
(Assigned by V.W.C.D.)

**PERMIT APPLICATION**  
**Valencia Water Control District**  
**c/o CPH, Inc.**  
**1117 E. Robinson Street**  
**Orlando, FL 32801**  
**VWCD Office: (407) 841-5524 X 101 CPH, Inc. (407) 425-0452**

- (1) PROPOSED USE: Hotel Amenity - Grande Lakes Orlando Improvements
- (2) LOCATION OF WORK: Block: 0 Lot: 50 Subdivision: 3047  
or Section: 17 Township: 24S Range: 29E
- (3) DISTRICT WORKS INVOLVED: Shingle Creek (Receiving Water Only)
- (4) OWNER OF PROPOSED WORK OR STRUCTURE: Phone #: 808-540-3605  
Name: Craig Lovett Title: VP Development  
Address: 55 Merchant Street, Suite 1500 Honolulu HI 96813  
(Street) (City) (State) (Zip)
- (5) APPLICATION OTHER THAN OWNER: (if any) Phone #: 407-270-7800  
Name: Michael Cipolla / LandDesign Serving as: Civil Engineer  
Address: 100 S. Orange Ave., Suite 700 Orlando FL 32801  
(Street) (City) (State) (Zip)
- (6) AREA PROPOSED TO BE SERVED: Give legal description and size in acres. Attach legal description if necessary. If land is platted, indicate Block, Lot and Subdivision.  
The property description is Grande Lakes Resort 58/23 Parcel 5. The project area is 0.39 acres.
- (7) CONSTRUCTION SCHEDULE: The proposed work, if permitted, will begin within 60  
Calendar days of permit approval and be completed within 180 calendar days thereafter.
- (8) This application, including sketches, drawings or plans and specifications attached contains a full and complete description of work proposed or use desired of the above described facilities of the District and for which permit is herewith applied. It shall be a part of any permit that may be issued. It is agreed that all work or the use of the District's facilities will be in accordance with the permit to be granted.
- Submitted this 17 day of AUGUST, ~~2019~~ 2020
- Signature of Property Owner (Officer of Corporation): 
- Print Name of Property Owner (Officer): CRIG LOVETT

## SECTION VII

# SECTION A

**AGREEMENT FOR THE PROVISION OF AREA TWO POND STORMWATER  
SYSTEM REPAIR SERVICES BETWEEN VALENCIA WATER CONTROL DISTRICT  
AND GARY'S GRADING, INC.**

This Agreement (the "Agreement") is made and entered into this 16<sup>th</sup> day of June, 2020, by and between the following parties:

**Valencia Water Control District**, a local unit of special-purpose government established pursuant to Chapter 298, *Florida Statutes*, being situated in Orange County, Florida, and whose mailing address is 219 East Livingston Street, Orlando, Florida 32801 (the "District"); and

**Gary's Grading, Inc.** a Florida corporation whose address is P.O. Box 700507, St. Cloud, FL 34770 (the "Contractor").

**RECITALS**

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining drainage systems; and

WHEREAS, the District has a need to retain an independent contractor to provide the labor and materials necessary to repair a portion of the District's stormwater system as described herein in the attached **Exhibit A**, which is incorporated herein by reference (the "Services"); and

WHEREAS, Contractor represents that it is licensed, qualified and capable of providing the Services, and desires to contract with the District to do so in accordance with the terms of this Agreement; and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

**SECTION 1. RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

**SECTION 2. DESCRIPTION OF WORK AND SERVICES.**

- A. The Contractor agrees to provide the labor, tools and materials necessary for the provision of the Services, including clean-up of the District's property upon the conclusion of same, all in accordance with the terms of this Agreement and the attached **Exhibit A**. The sod options will be determined in the field and approved by the District Director.

- B. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. While providing the Services identified in this Agreement, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services. Contractor shall use industry best practices and procedures when carrying out the Services.
- C. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances and regulations affecting the provision of the Services.
- D. The Contractor shall report directly to the District Director or his designee. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage and shall repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

### SECTION 3. COMPENSATION; TERM.

- A. As compensation for completion of the Services, excluding the procurement of any necessary governmental and/or regulatory permits that are required to complete the Services, the District agrees to pay the Contractor in accordance with the amounts indicated in Exhibit B. The sod options will be determined in the field and approved by the District Director. The Contractor shall invoice the District upon completion of the Services and the District shall remit payment to the Contractor within thirty (30) days of receipt of such an invoice, or within such earlier time as provided by the Prompt Payment Act.
- B. If the District should desire additional work or services not provided in Exhibit A, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement, and the Contractor shall perform such additional work or services as if described and delineated in this Agreement.
- C. The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of

employees.

**SECTION 4. WARRANTY.** The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. In addition to all manufacturer warranties for materials purchased for purposes of this Agreement, the Services, including labor and materials, provided by the Contractor pursuant to this Agreement shall be warranted for ninety (90) days from the date of the final acceptance of the Services by the District.

**SECTION 5. TERMINATION.** The District agrees that the Contractor may terminate this Agreement for cause by providing fifteen (15) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide fifteen (15) days written notice of termination without cause. Upon any termination of this Agreement, and as the Contractor's sole and exclusive remedy for any termination hereunder, the Contractor shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

**SECTION 6. INSURANCE.**

- A. The Contractor shall, at its own expense, maintain insurance during the performance of the Services under this Agreement, with limits of liability not less than the following:

Workers Compensation	statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000/\$2,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000/\$2,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000

- B. The District, its staff, consultants and supervisors shall be named as an additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.
- C. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and



shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

**SECTION 7. INDEMNIFICATION.**

- A. Contractor, its employees, agents and subcontractors shall defend, hold harmless and indemnify the District and its supervisors, officers, staff, representatives and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the acts or omissions of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the Services performed hereunder up to the amount of One Million Dollars (\$1,000,000.00). By executing this Agreement, Contractor agrees such indemnification amount bears a reasonable commercial relationship to the Agreement.
- B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, paralegal fees and expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

**SECTION 8. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, state, and federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, state, or federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

**SECTION 9. LIENS AND CLAIMS.** The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

**SECTION 10. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes* or other law, and nothing in this

Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

**SECTION 11. NO THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

**SECTION 12. INDEPENDENT CONTRACTOR.** In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

**SECTION 13. FINAL AGREEMENT.** This instrument shall constitute the final and complete expression between the District and Contractor relating to the subject matter of this Agreement.

**SECTION 14. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and Contractor.

**SECTION 15. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this Agreement.

**SECTION 16. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent overnight delivery service, to the parties, as follows:

<b>A. If to District:</b>	Valencia Water Control District 219 East Livingston Street Orlando, Florida 32801 Attn: District Director
---------------------------	--

<b>With a copy to:</b>	Stephen Broome, District Counsel
------------------------	----------------------------------

920 ½ Delaney Ave (mailing P.O. Box 560185)  
Orlando, FL 32806

**B. If to the Contractor:** Gary's Grading, Inc.  
P.O. Box 700507  
St. Cloud, FL 34770

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth in this Agreement.

**SECTION 17. ENFORCEMENT OF AGREEMENT.** In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys fees, paralegal fees, expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 18. CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in Sarasota County, Florida.

**SECTION 19. PUBLIC RECORDS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **George Flint** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any

duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

If the Contractor has any questions regarding the application of Chapter 119, *Florida Statutes*, to the Contractor's duty to provide public records relating to this Agreement, please contact the District's Custodian of Public Records, George Flint by phone at (407) 841-5524, by email at [gflint@gmscfl.com](mailto:gflint@gmscfl.com), or by mail at 219 East Livingston Street, Orlando, Florida 32801.

**SECTION 20. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 21. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 22. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.


**SECTION 23. NEGOTIATION AT ARM'S LENGTH.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

**SECTION 24. ASSIGNMENT.** Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

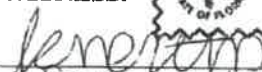
**[SIGNATURES ON NEXT PAGE]**

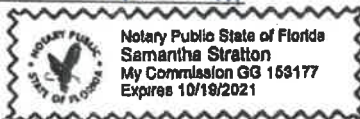
IN WITNESS WHEREOF, the parties hereto have signed this Agreement to be effective on the day and year first written above.

WITNESS:


By:   
Stacie M. Vanderbilt

WITNESS:

  
By: Samantha Stratton



VALENCIA WATER CONTROL DISTRICT

  
District Director

GARY'S GRADING, INC.

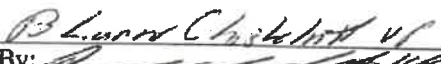


  
By:   
Its: 

Exhibit A: Plans and Specifications

Exhibit B: Proposal

**EXHIBIT A**

# VALENCIA WATER CONTROL DISTRICT

## Area 2 Sedimentation Removal Project

The proposed scope of work involves removal of sedimentation from the inflow area of the Area 2 pond withing the Waterview Development. The work that is required is as follows:

- Installation and maintenance of all stormwater pollution prevention measures which includes but is not limited to silt fencing and turbidity barriers, street sweeping or other measures as necessary to meet SWPP requirements.
- Excavated material to be used to reshape the existing banks from the headwall at the northwest corner of the work area to the mouth of the flow channel.
- The estimated material to be excavated is  $\pm 3$  feet deep.
- Banks are to be reshaped as a 4:1 slope from top of bank to  $\pm 2$  feet below the top of te western headwall. Below that, the slope can change to 2:1.
- Excavated material can be placed on the banks to dry provided the materials are contained by silt fence. Once dry the materials are to be spread out to meet the bank slopes as noted above.
- Following finish grading the area will be re-sodded.
- Work area is approximately 130' X 53' for the area of the channel to be excavated.
- VWCD Property is shown on the attached figure.

The Red line is the VWCD Property line. Materials can be stored in this area

The Green line is the general area for the sedimentation to be removed from.





**EXHIBIT B**

**Gary's Grading Inc.**  
P.O. Box 700507  
St. Cloud, FL 34770  
(407) 892-3690

# Proposal

**Proposal Date:** 6/9/2020  
**Proposal #:** 101-8937  
**Project:**

**Bill To:**  
VALENCIA WATER CONTROL DISTRICT  
DAVE MAHLER

Description	Est. Hours/Qty.	Rate	Total
WATERVIEW			
PRICE TO EXCAVATE BOTTOM OF OUT FALL AND BUILD UP SIDE SLOPES, COME BACK RE-GRADE AND SOD SLOPE			
EROSION CONTROL AND TURBIDITY EQUIPMENT		4,850.00	4,850.00
		11,900.00	11,900.00
SOD SLOPES: OPTION 1: BAHIA \$2560 OPTION 2: ST. AUGUSTINE \$4480			
OPTION TO SOD TOPS: OPTION 1: BAHIA \$3200 OPTION 2: ST AUGUSTINE \$5600			
Thank you for your business.			
<b>Total</b>			<b>\$16,750.00</b>

## SECTION B



**Crosscreek Environmental Inc.**  
111 Palmview Rd  
Palmetto, FL 34221

# Estimate

Date	Estimate #
9/25/2020	7163

## Name / Address

Governmental Management Services -  
Central Florida, LLC  
219 Easat Livingston Street  
Orlando, FL 32801  
Attn: George S Flint

\* Estimate Good For 30 Days

Description	Total
Work to include the following:	
Enclose project area in 4' orange construction fencing.	750.00
Deploy up to 75' of floating turbidity barrier below project area to protect downstream waters.	1,250.00
Use Menzi excavator to remove eroded material that has fallen into canal in front of eroded repair area and use excavated material to replenish bank.	3,000.00
Reshape the bank on both sides of the S-901 structure from the end of the concrete ditch bank paving approximately fifteen feet and include the installation of filter fabric and 6" - 12" granite Rip-Rap rubble from 3-4 feet below the water surface up the bank.	4,500.00
Install RR401 Eco-Foam expanding polyurethane foam as stabilization under the ditch bank paving equivalent to five cubic yards. Additional material will be billed at \$850 for the equivalent of one cubic yard.	5,500.00
Restore any repair area above the rip rap line with Bahia sod.	1,200.00
2 loads of granite 6" - 12" rip rap delivered.	5,310.00

30% deposit due prior to commencement of work. Amount to be deducted from final invoice.

\*\*It will be the Owners responsibility to keep sod watered once Contract Work has been deemed acceptable and final walkthrough has been made.

Please sign and return if accepted

**Total**

**\$21,510.00**

**Phone #** (941) 479 7811

**Fax #** (941) 479-7812

admin@crosscreekenv.com

www.crosscreekenvironmental.com

Sthern Environmental Inc.

4094 Thomassa Ct.  
Orlando, FL 32812  
dbrown76@cfl.rr.com

# Estimate

Estimate #	127		
Date	9/14/2020	Valid Through	9/14/2020
Due on receipt			

Attention:

Valencia Water Control District  
10365 Orangewood Blvd  
Orlando, FL 32821

Description	Qty	Rate	Total
Cost to repair the banks on the C-10 canal at the S-901 structure in accordance to engineers request via e-mail on 8/28/20 for Valencia Water Control District (VWCD)			
Price to include all labor, material, and equipment to facilitate the requested repairs to both the north and south banks. Work shall take approximately one week. Materials and equipment will be stored on VWCD near the 901 during the duration of the project. Do to the high foot traffic in this area, a orange fence barrier will be used to deter pedestrian access.			
Machine time for excavating, benching, reshaping the banks, moving rip rap, placing rip rap, and general use.		7,507.35	7,507.35
Hourly Labor to facilitate all tasks during the duration of the project. 3- 4 men for the week		6,900.00	6,900.00
Materials and fuel facilitate the work scope.		1,020.00	1,020.00
Concrete flow able fill 7 yards as requested	7	210.18	1,471.26
Note: Concrete per yard over 7 yards shall be charged 210.18 per yard			
Concrete pump for fill		1,080.00	1,080.00
Bahia sod material and delivery and installation		3,712.50	3,712.50
Granite rip rap and 57 trimming stone		11,376.88	11,376.88

Signature to proceed

A signature to proceed is a legally binding contract of this agreement as stated above and shall not include any additional work without a signed written agreement. No work shall begin without a signature to proceed. Please sign, print, and date.

**Total**

\$33,067.99

**Gary's Grading Inc.**

P.O. Box 700507  
St. Cloud, FL 34770  
(407) 892-3690

# Proposal

**Proposal Date:** 9/25/2020

**Proposal #:** 101-9379

**Project:**

**Bill To:**

VALENCIA WATER CONTROL DISTRICT  
DAVE MAHLER

Description	Est. Hours/Qty.	Rate	Total
VALENCIA WATER CONTROL DISTRICT S-90 & C10 CANAL			
REMOVE EROSION, RE-SHAPE BANK, BENCH AND INSTALL FILTER FABRIC, RIP RAP, TURBIDITY, FLOWABLE FILL, RE-GRADE AND RE-SOD			
TURBIDITY @3 RUNS	3	1,800.00	5,400.00
EQUIPMENT AND LABOR	1	18,700.00	18,700.00
MATERIALS, RIP RAP FELT (BASED ON 6" TO 12" GRANITE RIP RAP)	1	9,125.00	9,125.00
FLOWABLE FILL, INCLUDING WASHOUT, UP TO 7 YARDS	1	6,000.00	6,000.00
<b>**NOTE**</b> \$200 PER YARD AFTER 7 YARDS AND A \$400 SHORT LOAD COST			
Thank you for your business.			
<b>Total</b>			<b>\$39,225.00</b>

## SECTION C

Customer Call Log - Valencia Water Control District						
Date	Name	Subdivision	Address	Issue	Pond/Canal Name	Resolution
6/11/20	Caroline Farnham	Parkview Pointe	5689 Parkview Lake Drive	Large dirt depression in front of home that was reported to Orange County. Also reported trash in the pond behind 5760 Arnold Zlotoff Drive.	Parkview North/Parkview Terrace Ponds	Mr. Flint had the areas reviewed and responded to resident that the depression was caused by a County owned stormwater pipe that discharges into the Parkview North pond that he would assist with follow up to the County. He also advised that the increased trash in the Parkview Terrace Pond was a result of the recent rains flushing litter and debris that were in the pipes from the roadway inlets.
7/1/20	Karen Woodcock	Deer Creek Village	5428 Deepdale Drive	Lily pads and algae reported in the pond	Deer Creek Pond 4	Mr. Flint had aquatic vendor review the area and they noted there were small patches of spatterdock along the littoral shelf that would be treated and there was very little algae. Vendor contacted resident about treatment plan.
7/2/20	Sofia Lugo	Parkview Pointe	5814 Plumtree Court	Mower ran over plant that was in path of mower on District property	Parkview Pointe Pond	Dan Brown contacted resident and had plant replaced.
7/11/20	No name given	Lime Tree	10117 Crown Court	Canal is over flowing and Orange County advised her to call the District	C-10 Canal	Mr. Flint reviewed the area and determined the water was not overflowing nor was very high and called the resident back to advise.
7/13/20	Rick Morrow	Parkview Pointe	5822 Plum Pudding Court	Calling to follow up about erosion at his property line. Says he's continuing to lose land.	Parkview Pointe Pond	Ms. Vanderbilt spoke to resident and advised that staff is continually aware of the issue and is monitoring it for restoration.
7/13/20	Arnold Overpeck	Waterview Reserve	5236 Watervista Drive	Concerned about recreational use of ponds in Waterview. Wanted to know if District does enforcement of people walking around ponds.	Waterview Ponds	Mr. Miller met with resident to discuss concerns and set up meeting with HOA to address residents walking behind homes.
8/2/20	John Corcoran	Waterview Reserve	5438 Watervista Drive	Asked that the worn No Trespassing signs be replaced.	N/A	Mr. Flint reviewed the signs and noted that they were not installed by the District and responded to the resident that HOA must have installed them.
8/4/20	Melissa Stoekert	Deer Creek Village	5009 Delvin Court	Concerned about erosion on easement behind home. Said that area was restored about 9 years ago.	Deer Creek Pond 2 (at S-601)	Mr. Flint advised that staff was aware of this area and would be making repairs in the near future. Ms. Vanderbilt notified resident.
8/10/20	Jennifer Diehl, Property Manager	Windsor Walk		Authorize gator trappers to trap 2 gators in the ponds	Windsor Walk Ponds	Ms. Vanderbilt called the FWC and authorized trapper to go out.
8/19/20	Chris Smith	Deer Creek Village	5513 Donnelly Circle	Pond needed treatment	Deer Creek Pond 6	Mr. Flint had aquatic vendor review the area and they reported there was a small algae bloom in one section and would have treated. Ms. Vanderbilt let the resident know.
9/1/20	Glen Taylor	Deer Creek Village	5243 Deer Creek Drive	The easement next to his home had not been mowed in some time. The pond also needed treatment.	Deer Creek Pond 3	Mr. Flint advised that the area was scheduled to be mowed twice a week but that Orange County had used the easement for access that caused some maintenance issues that were being fixed. Aquatic vendor was sent out to review/treat the pond. Ms. Vanderbilt called the resident back.



Customer Call Log - Valencia Water Control District						
Date	Name	Subdivision	Address	Issue	Pond/Canal Name	Resolution
9/23/20	Bonnie Schumacher	Deer Creek Village	5308 Dorrington Lane	There are grass clippings in the water that have increased over the years. Also trash was in the water.	Deer Creek Pond 2 (at C-6)	Mr. Flint reviewed the area and noted that there was tall vegetation in the pond that is beneficial called Pickerel Weed. There were invasive vegetation that was sprayed was dying off and that the Spatterdock would be sprayed. Otherwise the pond is in good shape. He did not see the trash. Ms. Vanderbilt called the resident back and explained the trash is picked up annually but that it gets into the water through the drains.
9/25/20	Sunny Ruiz	Windsor Walk	2511 Stratford Upon Avon Blvd.	There is an overgrown mound of rock/debris that she wants to determine if it's on HOA or Valencia property to see about removal	Windsor Walk D-1 Pond	Mr. Flint reviewed the area and advised that the mound is mainly on HOA property and has grown about 1 to 2 feet onto the District's property. The mowers would go around to keep from damaging any equipment. Ms. Vanderbilt call the resident back.
9/28/20	Linda Thomas	Deer Creek Village	12113 Dickenson Lane	There are living weeds in the pond that need to be sprayed	Deer Creek Pond 3	Mr. Flint had the area reviewed by the aquatic vendor and they advised that there was some late season Hydrilla growth that would be treated and that the pond was recently restocked with grass carp to control it. Ms. Vanderbilt called resident.
10/4/20	John Corcoran	Waterview Reserve	5438 Watervista Drive	Extensive vegetation in the small pond	Waterview Small Pond	Mr. Flint had the area reviewed by the aquatic vendor and they advised that the pond contains Pickerel Weed and Duck Potato that keep the algae from blooming.