

*Valencia Water
Control District*


Agenda

December 14, 2021

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, December 14, 2021 at 1:00 P.M. in the **Lake Ridge Village Clubhouse, 10630 Larissa Street (Directions listed below)**. Attached is an Agenda for the meeting.



George S. Flint, District Director

DIRECTIONS TO MEETING:

From Orlando go West on I-4 to the Beach Line Expressway (528); go east past International Drive to Orangewood Blvd.; Go South on Orangewood Blvd., through 4-way stop at Gateway, turn left on Larissa Street. Proceed to Lake Ridge Village Clubhouse on right.

DISTRIBUTION

Roy Miller; William Ingle; Ed Neal; Debra Donton; Brian Andrelczyk; 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; Lyle Spector, WHOA; and Tom Johnson, Orangewood HOA; Roy Miller, Waterview HOA; and Ken LaFrance, Windsor Walk.

“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

December 14, 2021

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

LAKE RIDGE VILLAGE CLUBHOUSE
10630 LARISSA STREET
WILLIAMSBURG, ORLANDO, FLORIDA 32821

Item

1. Call Meeting to Order
2. Public Comment Period
3. Approval of September 14, 2021 Minutes
4. General Fund Financial Reports
5. Engineer's Report
6. Attorney's Report
7. Director's Report
 - A. Customer Call Log
 - B. Ratification of Agreement with Sthern Environmental, Inc. for Repair Services at C-12 Canal at John Young Parkway
 - C. Consideration of Proposal from Waterview Reserve for C-1 Canal Signage
8. Other Business
9. Adjournment

SECTION III

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

September 14, 2021

The regular meeting of the Board of Supervisors of **VALENCIA WATER CONTROL DISTRICT** was held at 1:00 P.M. on Tuesday, September 14, 2021 at the Lake Ridge Village Clubhouse, 10630 Larissa Street, Orlando, Florida. Physically present were Supervisors Roy Miller, Brian Andrelczyk and Debra Donton with Mr. Ed Neal on the phone. Also in attendance were the following: Stephen F. Broome, District Attorney; George S. Flint, District Director; David Mahler, District Engineer; Dan Brown, Sthern Environmental; Stacie Vanderbilt, District Administrative Assistant; Teresa Viscarra, District Accountant; Pat & Ursula Annunziata, Deer Creek Residents.

ITEM #1

Call Meeting to Order

Mr. Flint called the meeting to order at 1:00 P.M. A quorum of three Board members was present and Mr. Neal was on the phone.

ITEM #2

Public Comment Period

Mr. Flint noted that no members of the public were present to comment. The next item followed.

ITEM #3

Approval of July 13, 2021 Minutes

Mr. Flint stated the next item was the minutes from the July 13, 2021 meeting. He asked if there were any corrections, deletions or additions.

On MOTION by Ms. Donton, seconded by Mr. Miller, with all in favor, the Minutes from July 13, 2021 Monthly Meeting were approved, as presented.

ITEM #4

General Fund Financial Reports

Mr. Flint stated that costs were under budget and that the transfer out had been completed.

The District’s financial reports for the period ending 8/31/2021 were accepted as distributed.

ITEM #5

Engineer’s Report

A. Presentation of District Ponds Report

Mr. Mahler stated he went to the Property Appraiser’s website to confirm property lines and make sure the report was up to date. He stated that the wave action of the water causes a ledge to form that concerns property owners that gets brought to the District’s attention. He provided a specific example, the Parkview Pointe pond, that he directed the Board to look pictures of in the report. He stated that there were leges in the marked areas on the map that needed to add volume, but not too much as it would cause flooding. He recommended doing the work during the dry season. He added that samples from each pond were taken to make a determination of the fill areas. He stated that in order to keep costs low, the purchase of materials needed to be minimized. He added there would also be fuel costs, so staging will help with project planning. He stated he would look at the budgeting and rank the order of repairs.

Mr. Miller asked if each pond was generally 12-feet deep?

Mr. Mahler stated that each pond was different but generally, yes. He added that each pond would have a different plan of completion.

Mr. Flint stated that they were not asking the Board for specific approval at this point but would bring back bids for chunks of areas. He noted that contributions of \$145,000/yr were going into the reserves and that there was about \$600,000 in there now. He stated that the Year 1 CIP was estimated at \$73,000.

Item #6

Attorney’s Report

There being none,

Item #7

Director’s Report

A. Call Log

Mr. Flint reviewed the call log with the Board. He stated a Deer Creek resident called about fishing in the pond; another resident caller had an issue that was for Orange County with water pooling on the street in front of her home; the third caller had an issue with the Deer Creek HOA owned retention area and information was provided to them; the last caller was concerned about mowing twice a month when there were three weeks between July and August.

B. Ratification of Agreement with Sthern Environmental, Inc. for Repair Services at C-5 Canal at Sea World

Mr. Flint explained the project to the Board and stated that he would work with Mr. Andrelczyk to get it completed since it was near a Sea World roller coaster.

On MOTION by Mr. Andrelczyk, seconded by Mr. Miller, with all in favor the agreement was ratified.

C. Consideration of Proposals for Auditing Services

Mr. Flint stated the annual audit is required for the District and the last contract ran out of renewals so bids were solicited. There was a proposal from the current auditor McDirmit Davis and a proposal from another firm Grau & Associates. He stated that the pricing from McDirmit Davis was better and recommended staying with them.

On MOTION by Ms. Donton, seconded by Mr. Andrelczyk, with all in favor the proposal from McDirmit Davis to provide auditing services for the Fiscal Years 2021-2023 was approved.

Item #8 Other Business

Mr. and Mrs. Annunziata (Deer Creek) walked into the meeting.

Mr. Annunziata stated he wanted to address the trespassers fishing by the pond. He also asked if the Board had any information on the Brightline Railway project.

Mr. Flint stated that if there was any trespassing witnessed, to call the Orange County Sheriff. He added there was no information on the Brightline Railway that he was aware of.

Item #9

Adjournment

On MOTION by Ms. Donton, seconded by Mr. Miller, with all in favor, the meeting was adjourned at 1:31 p.m.

September 14, 2021

Valencia Water Control District

Stephen F. Broome, Secretary

William Von Ingle

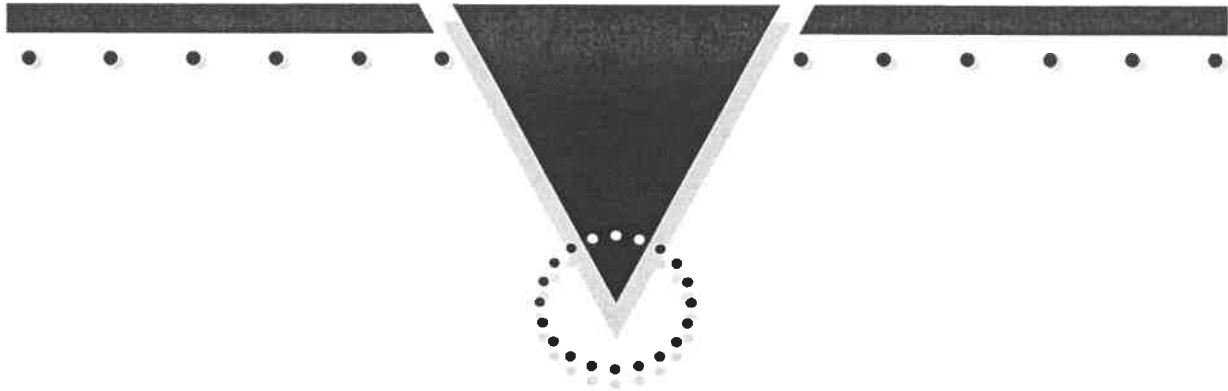
Ed Neal

Debra Donton

Roy Miller

Brian Andreleczyk

SECTION IV



**Valencia
Water Control District**

Unaudited Financial Reporting

November 30, 2021



Table of Contents

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

VALENCIA
WATER CONTROL DISTRICT
BALANCE SHEET
November 30, 2021

	General Fund	Capital Reserve Fund	Totals 2022
<u>ASSETS:</u>			
<i>CURRENT ASSETS</i>			
OPERATING - SUNTRUST	\$129,135	---	\$129,135
CAPITAL RESERVE - SUNTRUST	---	\$55,796	\$55,796
<u>INVESTMENTS</u>			
SBA - CAPITAL RESERVES	---	\$571,375	\$571,375
SBA - OPERATING RESERVES	\$52,647	---	\$52,647
PETTY CASH	\$100	---	\$100
TOTAL CURRENT ASSETS	\$181,882	\$627,171	\$809,053
<u>FIXED ASSETS</u>			
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	(\$4,777,731)	---	(\$4,777,731)
TOTAL FIXED ASSETS	\$741,914	\$0	\$741,914
TOTAL ASSETS	\$923,796	\$627,171	\$1,550,968
<u>LIABILITIES:</u>			
ACCOUNTS PAYABLE	---	---	\$0
<u>FUND EQUITY:</u>			
FUND BALANCES:			
UNASSIGNED	\$181,882	\$627,171	\$809,053
NET ASSETS CAPITALIZED	\$741,914	---	\$741,914
TOTAL LIABILITIES & FUND EQUITY	\$923,796	\$627,171	\$1,550,968

VALENCIA

WATER CONTROL DISTRICT

GENERAL FUND

Statement of Revenues & Expenditures

For The Period Ending November 30, 2021

	ADOPTED BUDGET	PRORATED BUDGET THRU 11/30/21	ACTUAL THRU 11/30/21	VARIANCE
<u>REVENUES:</u>				
ASSESSMENTS - TAX ROLL	\$553,302	\$26,034	\$26,034	\$0
INTEREST	\$125	\$21	\$11	(\$10)
TOTAL REVENUES	\$553,427	\$26,054	\$26,045	\$2
<u>EXPENDITURES:</u>				
<u>ADMINISTRATIVE:</u>				
SUPERVISORS FEES	\$2,500	\$417	\$0	\$417
ENGINEERING	\$37,200	\$6,200	\$5,035	\$1,165
ATTORNEY	\$12,000	\$2,000	\$2,000	\$0
ANNUAL AUDIT	\$5,200	\$0	\$0	\$0
ASSESSMENT ROLL CERTIFICATION	\$2,500	\$2,500	\$2,500	\$0
MANAGEMENT FEES	\$50,264	\$8,377	\$8,377	(\$0)
INFORMATION TECHNOLOGY	\$1,050	\$175	\$175	\$0
WEBSITE ADMINISTRATION	\$600	\$100	\$100	\$0
INSURANCE	\$13,050	\$13,050	\$12,258	\$792
REPORT PREPARATION - NPDES	\$15,000	\$2,500	\$0	\$2,500
OFFICE LEASE	\$12,980	\$2,163	\$2,163	(\$0)
PRINTING & BINDING	\$500	\$83	\$91	(\$8)
POSTAGE	\$500	\$83	\$51	\$33
TRAVEL PER DIEM	\$100	\$17	\$0	\$17
LEGAL ADVERTISING	\$2,500	\$417	\$0	\$417
BANK FEES	\$150	\$25	\$74	(\$49)
OTHER CURRENT CHARGES	\$400	\$67	\$0	\$67
OFFICE SUPPLIES	\$750	\$125	\$19	\$106
ELECTION FEES	\$3,600	\$0	\$0	\$0
MEETING RENTAL FEE	\$500	\$83	\$0	\$83
PROPERTY APPRAISER FEE	\$5,408	\$0	\$0	\$0
DUES, LICENSES & SUBSCRIPTIONS	\$2,150	\$1,675	\$1,675	\$0
TOTAL ADMINISTRATIVE	\$168,902	\$40,057	\$34,518	\$5,539

VALENCIA

WATER CONTROL DISTRICT

GENERAL FUND

Statement of Revenues & Expenditures

For The Period Ending November 30, 2021

	ADOPTED BUDGET	PRORATED BUDGET THRU 11/30/21	ACTUAL THRU 11/30/21	VARIANCE
<u>FIELD OPERATIONS:</u>				
<u>UTILITIES:</u>				
ELECTRIC	\$750	\$125	\$85	\$40
WATER & SEWER	\$500	\$83	\$27	\$56
<u>CONTRACTS:</u>				
AQUATIC WEED CONTROL	\$40,000	\$6,667	\$4,644	\$2,023
MOWING	\$98,289	\$19,079	\$19,079	\$0
WATER QUALITY MONITORING	\$19,746	\$3,291	\$0	\$3,291
<u>REPAIRS & MAINTENANCE:</u>				
CANAL & RETENTION POND MAINTENANCE	\$85,000	\$14,167	\$6,545	\$7,622
OFFICE	\$500	\$83	\$0	\$83
SECURITY GATES & SIGNS	\$750	\$125	\$0	\$125
<u>OTHER:</u>				
NPDES INSPECTION & FEES	\$6,000	\$1,000	\$0	\$1,000
OPERATING SUPPLIES	\$500	\$83	\$0	\$83
CONTINGENCY	\$2,500	\$417	\$0	\$417
TOTAL FIELD OPERATIONS	\$254,535	\$45,120	\$30,380	\$14,740
<u>OTHER USES</u>				
TRANSFER OUT - CAPITAL RESERVE (CY)	\$233,255	\$0	\$0	\$0
TOTAL OTHER USES	\$233,255	\$0	\$0	\$0
TOTAL EXPENDITURES	\$656,691	\$85,177	\$64,898	\$20,279
EXCESS REVENUES (EXPENDITURES)	(\$103,264)		(\$38,853)	
FUN D BALANCE - Beginning	\$103,264		\$962,650	
FUN D BALANCE - Ending	(\$0)		\$923,796	

VALENCIA

WATER CONTROL DISTRICT

CAPITAL RESERVE FUND

Statement of Revenues & Expenditures

For The Period Ending November 30, 2021

	ADOPTED BUDGET	PRORATED BUDGET THRU 11/30/21	ACTUAL THRU 11/30/21	VARIANCE
<u>REVENUES:</u>				
TRANSFER IN	\$233,255	\$0	\$0	\$0
INTEREST	\$200	\$33	\$95	\$61
TOTAL REVENUES	\$233,455	\$33	\$95	\$61
<u>EXPENDITURES:</u>				
<u>EXPENDITURES</u>				
CONTINGENCY	\$0	\$0	\$60	(\$60)
CAPITAL IMPROVEMENTS	\$100,000	\$16,667	\$0	\$16,667
TOTAL EXPENDITURES	\$100,000	\$16,667	\$60	\$16,607
EXCESS REVENUES (EXPENDITURES)	\$133,455		\$35	
FUN D BALANCE - Beginning	\$548,386		\$627,137	
FUN D BALANCE - Ending	\$681,841		\$627,171	

VALENCIA
Water Control District

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
REVENUES:													
ASSESSMENTS - TAX ROLL	\$0	\$26,034	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$26,034
INTEREST	\$6	\$6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11
TOTAL REVENUES	\$6	\$26,039	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$26,045
EXPENDITURES:													
ADMINISTRATIVE:													
SUPERVISORS FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ENGINEERING	\$2,935	\$2,100	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,035
ATTORNEY	\$1,000	\$1,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,000
ANNUAL AUDIT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ASSESSMENT ROLL CERTIFICATION	\$2,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500
MANAGEMENT FEES	\$4,189	\$4,189	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,377
INFORMATION TECHNOLOGY	\$88	\$88	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
WEBSITE ADMINISTRATION	\$50	\$50	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100
INSURANCE	\$12,258	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,258
REPORT PREPARATION - NPDES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OFFICE LEASE	\$1,082	\$1,082	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,163
PRINTING & BINDING	\$89	\$3	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$91
POSTAGE	\$46	\$5	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$51
TRAVEL PER DIEM	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LEGAL ADVERTISING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
BANK FEES	\$43	\$31	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$74
OTHER CURRENT CHARGES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OFFICE SUPPLIES	\$19	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$19
ELECTION FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MEETING RENTAL FEE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PROPERTY APPRAISER FEE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DUES, LICENSES & SUBSCRIPTIONS	\$1,675	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,675
TOTAL ADMINISTRATIVE	\$25,972	\$8,547	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$34,518

VALENCIA
Water Control District

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
FIELD OPERATIONS:													
UTILITIES:													
ELECTRIC	\$49	\$36	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$85
WATER & SEWER	\$27	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$27
CONTRACTS:													
AQUATIC WEED CONTROL	\$2,322	\$2,322	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,644
MOWING	\$14,738	\$4,340	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$19,079
WATER QUALITY MONITORING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
REPAIRS & MAINTENANCE:													
CANAL & RETENTION POND MAINTENANCE	\$1,000	\$5,245	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,245
OFFICE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SECURITY GATES & SIGNS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OTHER:													
NRPDES INSPECTION & FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
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
TOTAL FIELD OPERATIONS	\$18,137	\$12,243	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$30,380
OTHER USES:													
TRANSFER OUT - CAPITAL RESERVE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL OTHER USES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$44,108	\$20,790	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$64,898
EXCESS REVENUES (EXPENDITURES)	(\$44,103)	\$5,250	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$38,853)

**VALENCIA
WATER CONTROL DISTRICT**

SPECIAL ASSESSMENT RECEIPTS - FY2022

TAX COLLECTOR

Gross Assessments \$ 577,591 \$ 577,591
Net Assessments \$ 548,712 \$ 548,712

Date Received	Dist.#	Gross Assessments Received	Discounts/ Penalties	Commissions Paid	Interest Income	Net Amount Received	General Fund 100.00%	Total 100%
11/4/21	1	\$ 1,506.07	\$ 151.55	\$ 48.52	\$ -	\$ 1,306.00	\$ 1,306.00	\$ 1,306.00
11/10/21	2	\$ 5,795.85	\$ 231.61	\$ 55.64	\$ -	\$ 5,508.60	\$ 5,508.60	\$ 5,508.60
11/18/21	3	\$ 20,220.30	\$ 807.17	\$ 194.13	\$ -	\$ 19,219.00	\$ 19,219.00	\$ 19,219.00
12/2/21	4	\$ 37,435.75	\$ 1,497.11	\$ 359.39	\$ -	\$ 35,579.25	\$ 35,579.25	\$ 35,579.25
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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Totals		\$ 64,957.97	\$ 2,687.44	\$ 657.68	\$ -	\$ 61,612.85	\$ 61,612.85	\$ 61,612.85

SECTION VII

SECTION A

Customer Call Log - Valencia Water Control District							
Date	Name	Subdivision	Address	Issue	Pond/Canal Name	Resolution	Date Resolved
9/19/21	Patty Yoak	Parview Terrace	11236 Papyrus Lane	Inquired if a fountain could be installed in the pond behind their home to improve aeration help combat the constant algae that builds up.	Parkview Terrace Pond	Mr. Flint advised that the District did not install fountains in the stormwater ponds but that he informed the aquatic vendor to treat the water for algae.	9/20/21
9/29/21	Linda Thomas	Deer Creek	12113 Dickenson Lane	Inquired if the water could be treated for midges as they were more frequent this year than in the past.	Deer Creek Pond 3	Mr. Flint advised that the District did not treat for midges and Ms. Vanderbilt informed the resident.	9/29/21
10/1/21	Pat Annunziata	Deer Creek	5414 Deer Creek Drive	Reported aquatic lily pads & grass in the pond behind their home.	Deer Creek Pond 4	Ms. Vanderbilt advised aquatic vendor to review and treat as necessary.	10/1/21
12/2/21	Roberta Witherspoon	Greenbriar Village	4948 Goucher Lane	Called about letter sent to her regarding canal draw down. Had issues with having no irrigation for 3+ weeks and said her yard and vegetables would be in jeopardy.	C-10	Ms. Vanderbilt advised that the District needed to do required maintenance so alternative watering methods would need to be used in the meantime. Resident requested District Director shorten the canal draw down timeframe.	12/2/21
12/6/21	MT Jones	Somerset	5334 Seaton Hall Lane	Reported grass and weeds in the pond behind home and inquired if it could be treated.	Somerset Pond 2	Ms. Vanderbilt advised aquatic vendor to review and treat as necessary.	12/6/21

SECTION B

**AGREEMENT FOR THE PROVISION OF STORMWATER SYSTEM REPAIR
SERVICES BETWEEN VALENCIA WATER CONTROL DISTRICT AND STHERN
ENVIRONMENTAL, INC.**

This Agreement (the "Agreement") is made and entered into this 13th day of October, 2021, 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

Sthern Environmental Inc., a Florida corporation whose address is 4094 Thomassa Court, Orlando, Florida 32812 (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**.

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:

A. If to District: Valencia Water Control District
219 East Livingston Street
Orlando, Florida 32801
Attn: District Director

With a copy to: Stephen Broome, District Counsel
920 ½ Delaney Ave (mailing P.O. Box 560185)

Orlando, FL 32806

If to the Contractor: Sthern Environmental
4094 Thomassa Court
Orlando, Florida 32812

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, or by mail at 219 East Livingston Street, Orlando, Florida 32801.

Section 20. Compliance with E-Verify System.

(a) The Contractor shall comply with and perform all applicable provisions and requirements of Section 448.095, *Florida Statutes* and Section 448.09(1), *Florida Statutes*. Accordingly, beginning on the Effective Date, to the extent required by Section 448.095, *Florida Statutes*, the Contractor shall enroll with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

(b) If the Contractor anticipates entering into agreements with a subcontractor for the work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

(c) By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 21. 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 22. 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 23. 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 24. 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 25. 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:


VALENCIA WATER CONTROL DISTRICT


By: Steve M. Vandebit


District Director

WITNESS:

SHERN ENVIRONMENTAL, INC.


By: Hollie Brown 10/12/2021



By: Daye Fren
Its: 10/12/21

Exhibit A: Proposal

EXHIBIT A

Sthern Environmental Inc.

4094 Thomassa Ct.
 Orlando, FL 32812
 dbrown@sthernenviro.com

Estimate

Estimate #	AE103		
Date	9/18/2021	Valid Through	8/26/2021
			Due on receipt

Attention:
 Valencia Water Control District
 10365 Orangewood Blvd
 Orlando, FL 32821

Description	Qty	Total
Estimate for filling a hole on the C-12 behind the car wash adjacent to John Young Parkway. Estimate is for all labor and materials.		
Labor for job		
Concrete- 3000 small rock 10 yards	28	1,470.00
Concrete- Non-excavatable flowable fill- 10 yards	10	2,320.00
Concrete- Non-excavatable flowable fill if needed. any extra yardage will be build either at 212.00 a yard for flowable fill or 232.00 for small rock. For the purpose of this estimate I have used flowable fill as this line item	10	2,120.00
Skidsteer time	10	2,120.00
Fill Dirt Material and Delivery- 10 yards to re-grade the area	1	900.00
Bahia sod material and delivery and install- 1 pallet	1	325.00
	1	425.00
Please note that this hole is rather large and it is unknown how far under the concrete embankment it goes. I know that there is another erosion spot adjacent to this one and I am assuming they connect. I have assumed 20 plus do to the recent experience with another erosion spot.		

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

\$9,680.00

SECTION C



TRESPASSING ALONG THE C-1 CANAL

December 8, 2021

Valencia Water Control District
219 East Livingston Street
Orlando, FL 32801

RE: Waterview Reserve C-1 Canal Signage

Attention: Mr. George Flint
District Director

Dear Mr. Flint:

As a representative of Waterview Reserve Townhomes HOA and Chairman of the Architectural Review Committee, I am submitting our request to revise and add additional signage along the C-1 canal. The purpose of this request is to address security and safety issues that affect both the community of Waterview Reserve and Valencia Water District.

The attached proposal includes photographic documentation and an outline of our concerns, as well as, the proposed recommendations for your review and consideration.

George, I hope you find the attached proposal acceptable, as we look forward to working with you and Valencia Water District on this project. If you have any questions, please don't hesitate to send me an e-mail to prsibb@aol.com or call me on my cell phone at 407-963-1170.

Sincerely,

William R. Bergeron

William R. Bergeron
Waterview Reserve Townhomes HOA
Architectural Review Committee Chairman

HOA ARC Chairman Contact Information:
11304 Mighty Oak Court Orlando, Florida 32821
Ph: (407) 963-1170 – Email: PRSIBB@AOL.COM



Homeowners are requesting the following:

Valencia - install three (3) NO TRESSPASING NO FISHING signs in both **English and Spanish** between the Waterview perimeter wall and the Somerset sign between the hedge and the C-1 canal at Orangewood Blvd. and the C-1 canal.

Valencia - install four (4) NO TRESSPASING NO FISHING signs in both **English and Spanish** along the 952 linear feet of the C-1 canal from the hedge at Orangewood Blvd. to the end of the last home along the C-1 canal or (lot 98).

HOA ARC Chairman Contact Information:
11304 Mighty Oak Court Orlando, Florida 32821
Ph: (407) 963-1170 – Email: PRSIBB@AOL.COM

I and other homeowners have confronted trespassers and their response is always the same if there are no signs stating that there is NO TRESPASSING NO FISHING allowed or that the areas behind lots 81 and 98 are private property then they have the right to access and fish from the banks of the canal.

Following is a proposed sign design in English and Spanish with visible graphics.

Picture of proposed sign(s)



Photographic Documentation and Comments

Waterview Reserve / Valencia Water District C-1 Canal Photos and Comments



Photo 1

Despite the height of the Valencia No Trespassing Sign, the sign is not clearly visible and just another excuse for trespassers to enter the property. Photo 1



Photo 2

Valencia Water Control District also installed another sign approximately fifteen (15) feet behind the hedge that states authorized vehicles only beyond this point. One person that I spoke with after the police arrived claimed that he thought the sign meant no trespassing on the property with personal vehicles such as a motor bikes or watercraft.



Photo 3

This is another example of why we need additional signs along the canal that clearly state that this is **PRIVATE PROPERTY** and both **TRESPASSING AND FISHING** are prohibited. The signs should also be printed in both English, Spanish and symbolic form.



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C-1 Canal and placement of signs

4 signs behind homes along C-1 canal spaced evenly. **NOTE: Red dots and arrows indicate locations of suggested signs.**



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Ph: (407) 963-1170 – Email: PRSIBB@AOL.COM

3 signs in between, in front of, or behind the hedge between the Waterview perimeter wall and the Somerset sign. **NOTE: Red dots and arrows indicate locations of suggested signs.**



GREEN BRIAR VILLAGE

