

HAINES CITY WATER CONTROL DISTRICT

November 7, 2022

AGENDA

- I. Call to Order
 - II. Establish Quorum
 - III. Approve Minutes of Meeting of September 20, 2022
 - IV. Approve Finance Report dated November 7, 2022
 - V. General Public Comment (*limited to 5 minutes per person*)
 - VI. Old Business
 - a) Adoption of Resolution 2022-18 Approving Drainage Ditch Maintenance Easement with Lauderdale Haines City MHP, LLC
 - Call for Motion to Introduce Resolution No 2022-18
 - Attorney Reilly to Read Resolution No. 2022-18 (Title Only):

A Resolution of the Haines City Water Control District Authorizing the Haines City Water Control District to Enter Into a Drainage Ditch Maintenance Easement with Lauderdale-Haines City MHP, LLC; Providing for Incorporation of Recitals; Providing for Findings; Providing Authority to Ratify, Execute and Deliver the Drainage Ditch Maintenance Easement; Providing for General Authority; Providing for Recording; and Providing an Effective Date.
 - Call for Motion to Adopt Resolution 2022-18
 - Call for Public Comments/Questions
 - b) Engineer Steve Shealey to provide status of commencement of work on the drainage ditch in the area of the mobile home park
- VII. New Business – None
- VIII. Supervisors' Comments
- IX. Attorney's Comments
- X. Secretary's Comments
- XI. Set Date for Next Meeting
- XII. Adjourn Meeting

HAINES CITY WATER CONTROL DISTRICT

MINUTES OF MEETING and PUBLIC HEARING ON RESOLUTION 2022-17 ADOPTING THE BUDGET FOR FISCAL YEAR 2022-2023

September 20, 2022

PRESENT: Chairman Russell Yates, Vice Chairman Nicholas Gollattscheck, Supervisor Sean McCoy, Supervisor Kenneth Kipp; Attorney Fred Reilly; District Engineer Steve Shealey (via Conference Call); Secretary/Treasurer Linda Robinson

Call to Order

Chairman Yates called the meeting to order at 5:04 p.m. and pronounced that a quorum was present.

Approval of Minutes of the Meeting Held on August 23, 2022

Supervisor Ken Kipp motioned to approve the minutes of the meeting of August 23, 2022. Supervisor McCoy seconded. Motion carried with all yeas.

Approve Finance Report Dated September 20, 2022

Secretary/Treasurer Robinson reported that as of today's date, September 20, 2022, the balance that is shown in the District's bank account is \$314,475.70. Secretary/Treasurer Robinson further added that checks have been written but have not yet cleared the bank; thus, the actual available balance in the checking account is \$299,500.66. Supervisor Kenneth Kipp motioned to approve the Finance Report of September 20, 2022. Supervisor McCoy seconded the motion. Motion carried with all yeas.

General Public Comment (limited to 5 minutes per person)

No one from the General Public nor any owners of property within the District were in attendance. There were no public comments made to the Board of Supervisors.

Second Budget Public Hearing on Final Adoption of the Budget for FY 2022-2023

Chairman Yates opened the Public Hearing on Resolution No. 2022-17 Adopting the Budget for Fiscal Year 2022-2023. Supervisor McCoy made a motion to introduce Resolution No. 2022-17. Supervisor Ken Kipp seconded the motion. Motion carried with all yeas.

Attorney Reilly read Resolution No. 2022-17 (Title Only):

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
HAINES CITY WATER CONTROL DISTRICT (THE “DISTRICT”)
ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING
OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023;
PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY;
AND PROVIDING FOR AN EFFECTIVE DATE

Supervisor Kipp made a motion to adopt Resolution No. 2022-17. Supervisor McCoy seconded the motion. Chairman Yates called for public comments and/or questions. There were none. Motion carried with all yeas. Chairman Yates closed the public hearing.

Old Business

Set Priorities for Future Projects Relating to the Drainage Ditch

Engineer Steve Shealey attended via conference call.

- a) Haines City Mobile Home Park (hereafter “the Park”) – Mr. Shealey presented to the Board a proposal submitted from AAA Top Quality Asphalt LLC in the amount of \$29,468 for work to be performed on the drainage ditch behind the Park, including but not limited to fill dirt in the area that is washed out, removal of existing sheet piles that acted as a weir, repour concrete pad as needed, and repairs to lot / driveway only if needed.

Mr. Shealey stated that the quote is reasonable considering current economic conditions. The only way to refine this work order would be to do a survey; but that would be at additional costs. Attorney Reilly added that it would be necessary to obtain a maintenance easement from the Park prior to commencement of work. Mr. Shealey stated that he would prepare the legal description to attach to the easement. This will not incur costs over-and-above what they would normally charge.

Supervisor McCoy asked if it would be necessary to install a new weir. Mr. Shealey advised that the existing weir will be pulled out. Because the existing weir is rusted, it should come out fairly easy or it may have to be broken out. Once the old weir is removed, the area will be stabilized with clean fill dirt, then filter fabric installed over the dirt in preparation of rip rap and sod as needed to stabilize the fill dirt. He assured the Board that this is exactly what needs to be done to restore the canal bank. Most likely a new weir will not be able to be installed. The existing weir did not do what it was supposed to do.

Attorney Reilly reiterated that in order to move forward with this project it will be necessary to have an easement from the Park. He does not believe that there will be an issue with this. The only problem that may arise is if the Park has an HOA. However, in the past, he has found that the owners of the Park have been good to work with.

Mr. Shealey asked the Board to approve the proposal with AAA Top Quality Asphalt pending obtaining an easement. Supervisor Kipp asked about the anticipated time frame to complete the job, based on nothing catastrophic happening. Mr. Shealey estimated three-to-five days. Mr. Shealey added that if we can get the existing weir out, that will solve a lot of issues. He does not believe that anything unexpected will be found. Chairman Yates asked if the concrete slab is removed would the District be required to replace it. Attorney Reilly stated that the District cannot use public funds to improve private property; however, if an existing concrete slab is removed, then we will have to replace it.

Supervisor Kipp asked if the District is required by Statute to go out to bid for this job. Attorney Reilly stated that the District does not have a purchasing policy in place at this time. Mr. Shealey added that the cost for this work is below that which normally would require bids. Attorney Reilly stated that this is a failing system, and it is hurricane season. The District is well within the scope of authorizing the work.

Mr. Shealey stated that the contractor will work for the District, but Pennoni will oversee the project. Pennoni will request an insurance certificate from the contractor.

At the conclusion of the discussion, Supervisor McCoy made a motion to approve the work order with AAA Top Quality Asphalt and to authorize commencement of work at such time as an easement is obtained; and further to authorize Secretary/Treasurer Robinson to make any necessary arrangements with the contractor. Vice Chairman Gollattscheck seconded the motion. There was no further discussion. Motion carried with all yeas.

- b) Balmoral and Tenold Properties – There was a discussion between Mr. Shealey and Chairman Yates regarding access to the site and the area of the ditch that is causing the problems, whether it's the area around the culvert or whether it's on the property line (fence line). Mr. Shealey stated that Tenold may require a survey prior to giving the District an easement. If so, the survey work will cost approximately \$2,100. Supervisor Kipp made a motion to set aside this agenda item to a future meeting with the caveat that Attorney Reilly and Mr. Shealey continue with easement negotiations with Balmoral and with Tenold, and bring it back to the Board. Vice Chairman Gollattscheck seconded the motion. There was no further discussion. Motion carried with all yeas.

Update Re: Easements

Attorney Reilly presented a model easement to the Board for their review and comment. He stated that he expects the various property owners to respond and comment differently. Basically, the easement is asking the property owners to give the District authority of doing a narrow-scope job of maintaining the ditch. If the property owners require a survey, it will have to be done and will add extra costs to the project.

Supervisors' Comments – No additional comments

Attorney's Comments – No additional comments

Secretary's Comments – No additional comments

Set Date for Next Meeting – No date set. If necessary, an October meeting date will be scheduled.

There being no further business to discuss, the meeting was adjourned at 6:00 p.m.

Attest:

Approved:

Linda Robinson, Secretary

Vice Chairman Nicholas Gollattscheck

HAINES CITY WATER CONTROL DISTRICT

Finance Report

Meeting Date – November 7, 2022

Bank Balance as of September 30, 2022 \$299,500.66

Deposits and Other Credits \$0.00

Withdrawals / Debits:

10/01/2022 – Ck. 2087 Reilly International Law Firm (October)..... \$2,000.00

10/07/2022 – Ck. 2088 Pennoni Engineers \$330.00

10/07/2022 – Ck. 2089 Florida Association of Special Districts \$750.00

10/28/2022 – Ck. 2090 Linda Robinson (October & postage)..... \$312.00

Ending Bank Balance as of October 31, 2022 \$296,108.66

Checks written but not cleared as of October 31, 2022:

Ck. 2091 – DigiSquid LLC (webmaster annual fee)..... \$249.50

Ck. 2092 – Reilly International Law Firm (November) \$2,000.00

Ck. 2094 – Amphibious Aquatics \$3,520.00

Ck. 2095 – Pennoni Associates \$138.75

Available Balance as of November 7, 2022..... \$ 290,200.41

Prepared by and return to:
Fred Reilly, Esquire
Reilly International Law Firm, P.A.
P. O. Box 2039
Haines City, FL 33845
Tel. (310) 927-3954
Attorney for Haines City Water Control District

Parcel ID No. 27272000000043060

DRAINAGE DITCH MAINTENANCE EASEMENT

THIS DRAINAGE DITCH MAINTENANCE EASEMENT (the "Easement") made this 27 day of October, 2022, between LAUDERDALE HAINES CITY MHP, 753 Main Street, Haines City, FL 33844, (hereinafter referred to as "GRANTOR"), and the HAINES CITY WATER CONTROL DISTRICT, a Florida Special District, whose address is P. O. Box 1257, Davenport, FL 33836, (hereinafter referred to as "GRANTEE").

Recitals

1. GRANTOR is the owner of fee simple title to a parcel of real property located in Polk County, Florida, as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter the "Property") and is in possession thereof.

2. GRANTEE is a water control district formed pursuant to Chapter 298, Florida Statutes, and maintains a drainage ditch that meanders in a southerly direction on both the east and west side of U. S. Highway 27 that is located within a defined geographic area lying generally on the western side of the corporate limits of Haines City, Florida, and Polk County, and a portion of the drainage ditch is located within the Property; and

3. GRANTOR has agreed to grant to GRANTEE a non-exclusive easement for drainage ditch maintenance purposes on the Property, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GRANTOR does hereby grant the following easement as hereinafter set forth:

1. Recitals. The parties acknowledge that the foregoing recitals are true and correct and hereby incorporated into this Easement as if fully set forth herein.

2. Grant of Easement. GRANTOR does hereby grant and convey to the GRANTEE and its licensees, agents independent contractors, successors and assigns, a non-exclusive easement, in, over, upon, across and through the Property for drainage ditch maintenance purposes including, but not limited to, maintaining, removing vegetation from the drainage ditch, reconstructing, repairing, replacing, improving, removing and inspecting as well as ingress and egress in, over, under, upon, across and through the Property with full rights and authority to enter upon the Property.

3. Use of Easement. GRANTEE shall have the right to do all things necessary, useful or convenient for the purposes outlined in Section 2 hereof. GRANTOR hereby covenants with GRANTEE that GRANTEE shall have quiet and peaceful possession, use and enjoyment of the easement granted herein.

4. Covenants Running with the Land. This Easement, and all the rights, conditions, covenants and interests set forth herein and created hereby are intended to and shall run with the land and shall be binding upon and inuring to the benefit of the parties hereto and their respective successors and assigns.

5. Perpetual Duration. This Easement shall be perpetual in duration.

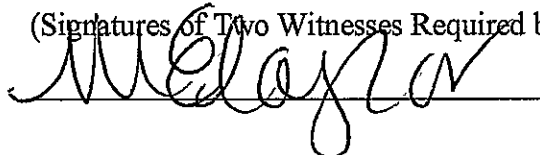
6. Rights Reserved. The easement rights granted herein are nonexclusive in nature and are subject to all matters of record. GRANTOR shall have the right to use the Property, or any portion thereof, or any property of GRANTOR adjoining the Property for any purpose not inconsistent with the full use and enjoyment of the rights granted herein in favor of GRANTEE.

7. Miscellaneous. No modification or amendment of this Easement shall be of any force or effect unless in writing executed by both GRANTOR and GRANTEE and recorded in the Public Records of Polk County, Florida. If GRANTOR or GRANTEE obtains a judgment against the other party by reason of breach of this Easement, attorneys' fees and costs, at both the trial and appellate levels shall be included in such judgment. This Easement shall be interpreted in accordance with the laws of the State of Florida, both substantive and remedial. This Easement sets forth the entire agreement between GRANTOR and GRANTEE relating to the easement and all subject matter herein and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties.

IN WITNESS WHEREOF, GRANTOR and GRANTEE have caused these presents to be executed as of the day and year first above written

Signed, Sealed and Delivered in the Presence of:

(Signatures of Two Witnesses Required by Florida Law)



Witness as to all signatures

Print Name:

Michelle Taylor

Print name: Christopher Garris
Title: Managing member

Witness as to all signatures:

Print Name:

Nicole Macdonald

STATE OF FLORIDA

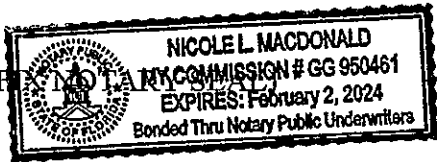
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 27 day of OCTOBER, 2022, by Christopher Garris, who ~~have~~ produced IS PERSONALLY KNOWN as identification.

Notary Public

Print Name

(AFB)



ACCEPTANCE OF PUBLIC UTILITY EASEMENT

On the ___ day of _____, 202___, the HAINES CITY WATER CONTROL DISTRICT enacted Resolution No. 22-_____ which approved acceptance of the Drainage Ditch Maintenance Easement from _____, Grantor, to the HAINES CITY WATER CONTROL DISTRICT, Grantee.

IN WITNESS WHEREOF, this Acceptance was executed at the City of Haines City, Florida, this ___ day of _____, 202___.

ATTEST:

APPROVED:

Linda Robinson, District Secretary

Nicholas Gollattscheck, Vice Chairman

APPROVED AS TO FORM AND CORRECTNESS:

Fred Reilly, Attorney for the District

EXHIBIT "A"
LEGAL DESCRIPTION OF EASEMENT PROPERTY

Exhibit "A"

Property Description

Parcel ID: 272720000000043060

Owner1: LAUDERDALE HAINES CITY MHP LLC

Location Address: 753 W MAIN ST

City/St/Zip: HAINES CITY FL 33844

MAP DISCLAIMER:

All maps are worksheets used for illustrative purposes only, they are not surveys. The Polk County Property Appraiser assumes no responsibility for errors in the information and does not guarantee the data is free from error or inaccuracy. The information is provided "as is."

PROPERTY DESC DISCLAIMER:

This property description is a condensed version of the original legal description recorded in the public records. It does not include the section, township, range, or the county where the property is located. The property description should not be used when conveying property. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description. No warranties, expressed or implied, are provided for the data herein, its use, or its interpretation.

Property Description:

NW1/4 OF SW1/4 LYING S OF SLY R/W OF POLK CITY RD LESS W 430 FT & LESS E 100 FT OF W 530 FT OF S 570 FT & N1/4 OF SW1/4 OF SW1/4 LESS W 530 FT & E 330 FT OF S3/4 OF SW1/4 OF SW1/4 & LESS BEG 1001 FT N & 530 FT E OF SW COR OF SEC RUN E 460.35 FT TO C/L OF CANAL RUN N 27 DEG 30 MIN 01 SEC W ALONG C/L 999.86 FT S 886.60 FT TO POB



RESOLUTION NO. 2022-18

A RESOLUTION OF THE HAINES CITY WATER CONTROL DISTRICT, AUTHORIZING THE HAINES CITY WATER CONTROL DISTRICT TO ENTER INTO A DRAINAGE DITCH MAINTENANCE EASEMENT WITH LAUDERDALE-HAINES CITY MHP, LLC; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR FINDINGS; PROVIDING AUTHORITY TO RATIFY, EXECUTE AND DELIVER THE DRAINAGE DITCH MAINTENANCE EASEMENT; PROVIDING FOR GENERAL AUTHORITY; PROVIDING FOR RECORDING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Haines City Water Control District (the “District”) is a water control district established pursuant to Chapter 298, Florida Statutes; and

WHEREAS, Lauderdale-Haines City MPH, LLC, (“Lauderdale”) owns real property located within the jurisdiction of the District in Haines City, Florida; and

WHEREAS, the District has negotiated a Drainage Ditch Maintenance Easement with Lauderdale, a copy which is attached to this Resolution; and

WHEREAS, approval of the Drainage Ditch Maintenance Easement is consistent with the District’s legislative authority and is in the best interests of the real property owners subject to the jurisdiction of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HAINES CITY WATER CONTROL DISTRICT THAT:

Section 1. Incorporation of Recitals. The Recitals stated above are incorporated herein by reference and constitute a material part of this Resolution.

Section 2. Findings. The Board of Supervisors of the Haines City Water Control District finds that approval of the Drainage Ditch Maintenance Easement with Lauderdale-Haines City MPH, LLC would be in the best interest of the real property owners subject to the jurisdiction of the District.

Section 3. Execution of the Drainage Ditch Maintenance Easement. The Chairman of the Haines City Water Control District is hereby expressly authorized to execute the Drainage Ditch Maintenance Easement in substantially the form contained in Exhibit “A”.

Section 4. Execution of Ancillary Documents. The Chairman of the Haines City Water Control District is hereby authorized to execute any ancillary documents implementing the Drainage Ditch Maintenance Easement.

Section 5. Recordation of Resolution. The District’s Secretary is hereby directed to record the original Drainage Ditch Maintenance Easement in the public records of Polk County, Florida.

Section 6. Effective Date. This Resolution shall become effective immediately upon passage by the Haines City Water Control District.

PASSED and APPROVED in regular session of the Board of Supervisors of the Haines City Water Control District, this 7th day of November, 2022.

HAINES CITY WATER CONTROL DISTRICT

Nicholas Gollattscheck, Vice Chairman

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ATTEST:

Linda Robinson, Secretary

APPROVED AS TO FORM AND CORRECTNESS:

Fred Reilly, District Attorney