

# SEBASTIAN RIVER IMPROVEMENT DISTRICT

# **INDIAN RIVER COUNTY**

# REGULAR BOARD MEETING APRIL 17, 2024 10:00 A.M.

Special District Services, Inc. The Oaks Center 2501A Burns Road Palm Beach Gardens, FL 33410

#### www.sridfl.org

561.630.4922 Telephone 877.SDS.4922 Toll Free 561.630.4923 Facsimile

### AGENDA SEBASTIAN RIVER IMPROVEMENT DISTRICT BOARD OF SUPERVISORS

Indian River County Administration Complex Bldg. A, Room A1-102 1801 27<sup>th</sup> Street Vero Beach, Florida 32960 **REGULAR BOARD MEETING** April 17, 2024 10:00 a.m.

A.	Call to Order				
B.	Proof of PublicationPage 1				
C.	Establish Quorum				
D.	Additions or Deletions to Agenda				
E.	Approval of Minutes				
	1. February 21, 2024 Regular Board MeetingPage 2				
F.	Old Business				
	1. Consider Approval of FDOT Updated Offer & Purchase AgreementPage 5				
G.	New Business				
	<ol> <li>Update on the FDOT 82<sup>nd</sup> Avenue Paving and Drainage Improvement Project and on the Florida City Gas HP Gas Line Connector</li> </ol>				
	2. Update on FDOT/SRID Eminent Domain Cases				
	3. Discussion Regarding Annual ROW Maintenance				
	4. Discussion Regarding R-13 ROW Dispute				
	5. Discussion Regarding Required Ethics TrainingPage 35				
H.	Administrative Matters				
	1. Sand Mine Update				
	2. Financial UpdatePage 36				
	3. Engineer Update				
	4. Manager Update				
I.	Board Members Comments				
J.	Comments from the Public for Items Not on the Agenda				
K.	Adjourn				

# \* LocaliQ Florida GANNETT

#### PO Box 631244 Cincinnati, OH 45263-1244

#### **PROOF OF PUBLICATION**

Special District Services Inc Sebast R Laura Archer Sebastian River Improvement District 2501 Burns RD # A Palm Beach Gardens FL 33410-5207

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Public Notices, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

#### 10/06/2023

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 10/06/2023

Legal Clerk Notary, State of WI, County of Brown My commision expires Publication Cost: \$168.56 Order No: 9343949 # of Copies: Customer No: 1126008 PO #:

#### THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.



SEBASTIAN RIVER IMPROVE-MENT DISTRICT FISCAL YEAR 2023/2024 REGULAR BOARD MEETING SCHEDULE NOTICE IS HEREBY GIVEN that the Sebastian River Improvement District ("SRID") will hold Regular Boord Meetings of the Boord of Supervisors of the Indian River County Administration Complex, Building A, Room A1-102, Vero Beach, Florida 3260 at 10:00 a.m. (\*\*unless otherwise noted\*\*) on the following dates: October 18, 2023 December 20, 2023 December 20, 2023 December 20, 20; January 17, 2024 February 21, 202 Morch 20, 2024 April 17, 2024 May 15, 2024 \*\*June 19, 2024\*\* July 17, 2024 August 21, 2024 Captember 18, 20 2024 July 17, 2024 August 21, 2024 September 18, 2024 \*\*On June 19, 2024, the Sebastion River Improvement District Annuol Landowners' Meeting will be held of the Indian River County Administro-tion Complex, Building A, Room Al-102, Vero Beoch, Florida 32960 ond will commence at 9:00 o.m. The Regular Board Meeting will immedi-olely follow the Annuol Landowners' Meeting at the some location.\*\* The device of the some location.\*\* The meetings are open to the public and will be conducted in accordance with the provisions of Florida law. Copies of the Agenda for any of the meetings may be obtained from the District's websile or by contacting the District Manager at (561) 630-4922 and/or tall free at 1-877-737-4922. Fram Time to time a Supervisor may participate by telephone may be present as required, at the meeting location so that Supervisors may be fuching alter soft meeting/sustances to the agency for any the present as required, at the meeting location so that Supervisors may be fuching alters. Soft meeting/sustances to the advect soft meeting/sustances to the advect the specified on the recard. If any person decides to appeal any

record. If any person decides to appeal any decision made with respect to any matter considered at these meet-ings, such person will need a record of the proceedings and such person may need to insure that a verbalim record of the proceedings is made at bit or her own expense and which his or her own expense and which record includes the testimony and evidence on which the oppeal is based

Byidence on which the provisions of based. In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accom-motion of the provisions of the should contact the District Manager of (561) 630-422 and/or toll free of 1 877-377-4922 at least seven (7) days print in the date of the particular prior to the date of the porticulo meeting.

Meetings may be cancelled from time to time without advertised notice. SEBASTIAN RIVER IMPROVE-MENT DISTRICT

www.sridfl.org PUBLISH OCT 6, 2023 TCN 9343949

### SEBASTIAN RIVER IMPROVEMENT DISTRICT REGULAR BOARD MEETING MINUTES FEBRUARY 21, 2024

# A. CALL TO ORDER

The February 21, 2024, Regular Board Meeting of the Sebastian River Improvement District (the "District") was called to order at 10:01 a.m. in the Indian River County Administration Complex, Building A, Room A1-102, 1801 27th Street, Vero Beach, Florida 32960.

# **B. PROOF OF PUBLICATION**

Proof of publication was presented showing that notice of the Regular Board Meeting had been published in *Indian River Press Journal* on October 6, 2023, as part of the District's Fiscal Year 2023/2024 Meeting Schedule, as legally required.

### C. ESTABLISH QUORUM

A quorum was established with the following Supervisors present:

#### **Board of Supervisors**

Chairman	Jeff Bass	Present
Supervisor	Tom Hammond	Absent
Supervisor	Chad Kelly	Present

Staff members in attendance were:

District Counsel	Ruth Holmes	Torcivia, Donlon, Goddeau & Rubin, P.A. (via phone)
District Engineer	George Simons	Carter Associates, Inc.
District Manager	Frank Sakuma	Special District Services, Inc.
District Manager	Stephanie Brown	Special District Services, Inc

#### D. ADDITIONS OR DELETIONS TO AGENDA

- 1. 82<sup>nd</sup> Ave Grading
- 2. Flow Way Title Search Review Scope

# E. APPROVAL OF MINUTES

1. January 17, 2024, Regular Board Meeting Minutes

Mr. Kelly made a **motion**, seconded by Mr. Bass, and passed unanimously approving the January 17, 2024, Regular Board Meeting minutes as presented.

# F. OLD BUSINESS

There was no old business.

# G. NEW BUSINESS

# 1. Update on the FDOT 82<sup>nd</sup> Avenue Paving and Drainage Improvement Project and on the Florida City Gas HP Gas Line Connector

District Engineer Mr. Simmons provided an update on the FDOT 82<sup>nd</sup> Avenue paving and drainage project. He also discussed the HP gas line connector and stated that the methane was now being required to be captured as opposed to burned off as a part of a green initiative.

# 2. 82<sup>nd</sup> Avenue Grading

Complaints have been received regarding how the County has been grading 82<sup>nd</sup> Avenue. Direction of the Board to staff to send an email to the County and advise of the maintenance and travelling public safety concerns.

# 3. Flow Way Title Search - Review Scope

It was recommended by the District to do title reviews on a case-by-case basis for any properties that touch the flow way. Board consensus was to do so on a case-by-case basis.

# H. ADMINISTRATIVE MATTERS

# 1. Sand Mine Update

Mr. Simons noted all the sand mine inspections had been completed, and Blue Goose and Wild Turkey mines were sending in final needed documents.

# 2. Finance Report

Mr. Sakuma noted the Financial Report was included in the agenda package and stated that financials looked good and sufficient funds were available.

# 3. Engineer Update

Mr. Simons provided an update in the New Business section of the agenda.

# 4. Manager Update

Mr. Sakuma advised that the work had been completed on the gate structure, and it remained under budget.

# I. BOARD MEMBER COMMENTS

There were no Board member comments.

# J. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

There were no comments from the public.

# **K. ADJOURNMENT**

There being no further business to come before the Board, the Regular Board Meeting of the District was adjourned at 10:28 a.m. There were no objections.

Secretary/Assistant Secretary

Chair/Vice-Chairman

#### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PURCHASE AGREEMENT

ITEM SEGMENT NO.:
DISTRICT:
FEDERAL PROJECT NO.:
STATE ROAD NO.:
COUNTY:
PARCEL NO.:

4056064		
Four		
D421-113-B		
CR 510 (85th	St./90th	Ave.
Indian River		
101		

Seller: <u>Sebastian River Improvement District</u>, a drainage district organized and existing under the General Drainage Laws of the State of Florida, (SRID) also known as Sebastian River Water Control District, formerly known Sebastian River Drainage District

#### Buyer: State of Florida, Department of Transportation

Buyer and Seller hereby agree that Seller shall sell and Buyer shall buy the following described property pursuant to the following terms and conditions:

#### I. Description of Property:

- (a) Estate Being Purchased: See Simple Permanent Easement Temporary Easement Leasehold
- (b) Real Property Described As: See attached Exhibit A

(c) Personal Property: None

(d) Outdoor Advertising Structure(s) Permit Number(s): None

Buildings, Structures, Fixtures and Other Improvements Owned By Others: <u>None</u> These items are **NOT** included in this agreement. A separate offer is being, or has been, made for these items.

#### II. PURCHASE PRICE

	(a)	Real Property			
		Land	1.	\$	540,600.00
		Improvements	2.	\$	0.00
		Real Estate Damages	3.	\$	0.00
		(Severance/Cost-to-Cure)			
		Total Real Property	4.	\$	540,600.00
	(b)	Total Personal Property	5.	\$	0.00
	(c)	Fees and Costs			
	. ,	Attorney Fees	6.	\$	0.00
		Appraiser Fees	7.	\$	0.00
		Fee(s)	8.	\$	0.00
		Total Fees and Costs	9.	\$	0.00
	(d)	Total Business Damages	10.	\$	0.00
	(e)	Total of Other Costs	11.	\$	0.00
		List:			
Total	Purchas	e Price (Add Lines 4, 5, 9, 10 and 11)		\$	540,600.00
		Settlement Amount			
	(f)	Portion of Total Purchase Price or Global Settlement		\$	540,600.00
		Amount to be paid to Seller by Buyer at Closing			
	(g)	Portion of Total Purchase Price or Global Settlement			0.00
		Amount to be paid to Seller by Buyer upon surrender			
		of possession or			

#### Ш. **Additional Terms**

- Seller is responsible for all taxes due on the property up to, but not including, the day of closing. (a)
- Seller is responsible for delivering marketable title to Buyer. Marketable title shall be determined according to (b) applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Buyer. Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller.
- (c) Seller shall maintain the property described in **Section I** of this agreement until the day of closing. The property shall be maintained in the same condition existing on the date of this agreement, except for reasonable wear and tear.
- Any occupancy of the property described in Section I of this agreement by Seller extending beyond the day of (d) closing must be pursuant to a lease from Buyer to Seller.
- The property described in Section I of this agreement is being acquired by Buyer for transportation purposes (e) under threat of condemnation pursuant to Section 337.25 Florida Statutes.
- Pursuant to Rule 14-10.004, Florida Administrative Code, Seller shall deliver completed Outdoor Advertising (f) Permit Cancellation Form(s), Form Number 575-070-12, executed by the outdoor advertising permit holder(s) for any outdoor advertising structure(s) described in Section I of this agreement and shall surrender, or account for, the outdoor advertising permit tag(s) at closing.
- Seller agrees that the real property described in Section I of this agreement shall be conveyed to Buyer by (g) conveyance instrument(s) acceptable to Buyer.
- (h) Seller and buyer agree that this agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this agreement, shall be binding on the parties.
- Other: Buyer and Seller agree that all fees and costs, or business damage claims associated with this agreement (i) are identified in Section II of this agreement.
- Seller and Buyer agree that a real estate closing pursuant to the terms of this agreement shall be contingent on (j) delivery by Seller of an executed Public Disclosure Affidavit in accordance with Section 286.23, Florida Statutes.

#### IV. **Closing Date**

The closing will occur no later than 60 days after Final Agency Acceptance.

#### v. **Typewritten or Handwritten Provisions**

Any typewritten or handwritten provisions or terms inserted into or attached to this agreement as addenda must be initialed by both Seller and Buyer, to indicate acceptance by both.



There is an addendum to this agreement. Page 5-14 is made a part of this agreement. There is not an addendum to this agreement.

#### VI. Acknowledgement of Final Agency Acceptance Required; Signatures

Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this agreement as a binding real estate contract.

It is mutually acknowledged that this Purchase Agreement is subject to Final Agency Acceptance by Buyer pursuant to **Section 119.0711, Florida Statutes**. A closing shall not be conducted prior to 30 days from the date this agreement is signed by Seller and Buyer to allow public review of the transaction. Final Agency Acceptance shall not be withheld by Buyer absent evidence of fraud, coercion, or undue influence involving this agreement. Final Agency Acceptance shall be evidenced by the signature of Buyer in **Section VII** of this agreement.

Seller	·(s)	Buyer	
Signa	ture Da		rtment of Transportation
Туре	or Print Name	BY: Signature	Date
Signa	ture Da	e Type or Print Name a	nd Title
Туре	or Print Name	_	
VII.	FINAL AGENCY ACCEPTANCE		
	The Buyer has granted Final Agency Accept	nce this day of	······*
	BY: Signature	Type or Print Name a	nd Title
Legal	Review: <u>lizabeth S. Quinta</u>	ea 4/4/24	
	zabeth S. Quintana, Sr. Atty D4 Legal		Date

Type or Print Name and Title

### **ADDITIONAL SIGNATURES**

SELLER(S):

Signature	Date	Signature	Date
Type or Print Name		Type or Print Name	
Signature	Date	Signature	Date
Type or Print Name		Type or Print Name	
Signature	Date	Signature	Date
Type or Print Name		Type or Print Name	
Signature	Date	Signature	Date
Type or Print Name		Type or Print Name	
Signature	Date	Signature	Date
Type or Print Name		Type or Print Name	

#### EXHIBIT "A"

Item/Segment No. 40	Section 88050-2507		
Parcel No. 101	County Road 510	Indian River County	Fee Simple Right of Way

A portion of land lying in the Southwest One-Quarter (SW 1/4) of Section 26, Township 31 South, Range 38 East, Indian River County, Florida, as shown on Sheets 6, 7, and 8 of the Florida Department of Transportation Right of Way Map of County Road 510 (90th Avenue), Item/Segment No. 4056064, Section 88050-2507, being more particularly described as follows:

Commence at a found pk nail and disk stamped "LB3608" marking the West One-Quarter (W 1/4) Corner of said Section 26; Township 31 South, Range 38 East; thence South 89°48'22" East along the North line of said Southwest One-Quarter (SW 1/4) of Section 26, a distance of 65.21 feet to a point on the Easterly Existing Right of Way line of said County Road 510 (90th Avenue); thence South 00°12'12" West along said Easterly Existing Right of Way line of said County Road 510 (90th Avenue), a distance of 199.90 feet to the POINT OF BEGINNING; thence continue South 00°12'12" West along said Easterly Existing Right of Vay line of South 37°45'09" East; thence Southeasterly Existing Right of Way line of County Road 510 (90th Avenue) and said curve, having a carve concave Northeasterly, having a chord bearing of South 37°45'09" East; thence Southeasterly along said Easterly Existing Right of Way line of County Road 510 (90th Avenue) and said curve, having a radius of 140.99 feet, through a central angle of 75°54'42", an arc distance of 186.80 feet to end of said curve; thence North 04°06'04" East, a distance of 20.14 feet; thence North 01°03'18" East, a distance of 272.06 feet; thence North 00°04'23" East, a distance of 256.14 feet; thence North 08°21'41" West, a distance of 92.11 feet; thence North 14°49'34" West, a distance of 348.78 feet to the POINT OF BEGINNING.

Containing 5.064 acres, more or less.

#### AND

A portion of land lying in the Southwest One-Quarter (SW 1/4) of Section 26, Township 31 South, Range 38 East, Indian River County, Florida, as shown on Sheet 8 of the Florida Department of Transportation Right of Way Map of County Road 510 (90th Avenue/85th Street), Item/Segment No. 4056064, Section 88050-2507, being more particularly described as follows:

Commence at a found 4"x4" concrete monument marking the Southwest (SW) Corner of said Section 26; thence North 00°11'50" East along the West line of said Southwest One-Quarter (SW 1/4) of Section 26, a distance of 190.90 feet; thence South 89°48'10" East along a line at a right angle to the previously described course, a distance of 14.95 feet to the point of curvature on the Baseline of Survey of said County Road 510 (90th Avenue); thence North 00°12'12" East along said Baseline of Survey of said County Road 510 (90th Avenue), a distance of 484.42 feet; thence South 89°47'48" East along a line at a right angle to the previously described course, a distance of 260.00 feet to the POINT OF BEGINNING; thence North 89°48'10" West, a distance of 30.39 feet; thence South 00°35'00" West, a distance of 61.31 feet; thence South 00°11'27" East, a distance of 286.40 feet; thence South 01°32'59" East, a distance of 34.08 feet; thence South 89°48'10" East, a distance of 27.82 feet; thence North 00°11'50" East, a distance of 381.76 feet to the POINT OF BEGINNING.

Containing 11,384 square feet, more or less.

All together containing 5.326 acres, more or less.

#### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ADDENDUM TO PURCHASE AGREEMENT

This Addendum to Purchase Agreement (Addendum) is made and entered into by and between the Sebastian River Improvement District (SRID), as "Seller", and the State of Florida Department of Transportation as "Buyer", for the acquisition of the real property more particularly described in the Agreement to which this Addendum is attached ("the Property").

For good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto agree to the following terms and conditions:

- 1. The parties agree that SRID will retain an ingress/egress easement over a portion of the lands contained in Exhibit A, with said easement area being more particularly described in Composite Exhibit B, page 4. The Buyer also agrees to execute a permanent ingress/egress easement as found in the attached Composite Exhibit C.
- 2. The Buyer agrees to construct a 24' driveway located at approximately Sta. 118 on the construction plans.

Seller: Sebastian River Improvement District

By:

Buyer: State of Florida Department of Transportation

By: \_\_\_

Date

Dan Marwood, Asst. District R/W Mgr. Date

Approved as to form by:

Pizabeth S. Quintana 4/4/24 Date

Elizabeth Quintana, Esquire

Page 10

01-GWD.02-03/24

Composite Exhibit B

This instrument prepared under the direction of: <u>Elizabeth S. Quintana, Esq. So</u> District Four Assistant General Counsel Legal Description prepared by: <u>Jeffrey D. Smith, P.S.M. (03-04-2024)</u> Document prepared by: <u>Susanna Rowland (01-18-2024)</u> Florida Department of Transportation Right of Way Production Services 3400 W. Commercial Boulevard Fort Lauderdale, Florida 33309

Parcel No. Item/Segment No. Section: Managing District: C.R. No. County: 101.1R(03-22-2024) 4056064 88050-2507 04 510 (Wabasso Rd/85<sup>th</sup> St./90<sup>th</sup> Ave) Indian River

### WARRANTY DEED (with Reservation)

THIS WARRANTY DEED Made this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 20\_\_\_\_, by SEBASTIAN RIVER IMPROVEMENT DISTRICT, a drainage district organized and existing under the General Drainage Laws of the State of Florida, (SRID) also known as Sebastian River Water Control District, formerly known as Sebastian River Drainage District, whose address is 2501 Burns Road, Suite A, Palm Beach Gardens, FL 33410, Grantor, to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, Grantee: (wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals and the successors, and assigns of organizations).

WITNESSETH: That the Grantor, for and in consideration of the sum of \$1.00 and other valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Indian River County, Florida, viz:

#### SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

# SRID RESERVES UNTO ITSELF A NON-EXCLUSIVE PERPETUAL EASEMENT FOR ACCESS, INGRESS, AND EGRESS, MORE PARTICULARLY DESCRIBED IN EXHIBIT "B":

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

#### SEBASTIAN RIVER IMPROVEMENT DISTRICT

ATTEST:	

Its \_\_\_\_\_ Secretary

By: \_\_\_\_\_

Print Name: Jeff E. Bass

Title: Chairman

(Corporate Seal)

# Signed, sealed and delivered in the presence of: (Two witnesses required by Florida Law)Witness (1) Information:Witness (2) Information:

Witness (1)	Print Name:	Witness (2)	Print Name:
Witness (1)	Signature:	Witness (2)	Signature:
Witness (1)	Street Address	Witness (2)	Street Address
Witness (1)	City, State, Zip Code	Witness (2)	City, State, Zip Code

STATE OF FLORIDA

COUNTY OF INDIAN RIVER

(SEAL)

Notary Public

Printed or stamped name of Notary Public

My Commission Expires: \_\_\_\_\_

#### EXHIBIT "A"

Item/Segment No. 4050	Section 88050-2507		
Parcel No. 101	County Road 510	Indian River County	Fee Simple Right of Way

A portion of land lying in the Southwest One-Quarter (SW 1/4) of Section 26, Township 31 South, Range 38 East, Indian River County, Florida, as shown on Sheets 6, 7, and 8 of the Florida Department of Transportation Right of Way Map of County Road 510 (90th Avenue), Item/Segment No. 4056064, Section 88050-2507, being more particularly described as follows:

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Containing 5.064 acres, more or less.

#### AND

A portion of land lying in the Southwest One-Quarter (SW 1/4) of Section 26, Township 31 South, Range 38 East, Indian River County, Florida, as shown on Sheet 8 of the Florida Department of Transportation Right of Way Map of County Road 510 (90th Avenue/85th Street), Item/Segment No. 4056064, Section 88050-2507, being more particularly described as follows:

Commence at a found 4"x4" concrete monument marking the Southwest (SW) Corner of said Section 26; thence North 00°11'50" East along the West line of said Southwest One-Quarter (SW 1/4) of Section 26, a distance of 190.90 feet; thence South 89°48'10" East along a line at a right angle to the previously described course, a distance of 14.95 feet to the point of curvature on the Baseline of Survey of said County Road 510 (90th Avenue); thence North 00°12'12" East along said Baseline of Survey of said County Road 510 (90th Avenue), a distance of 484.42 feet; thence South 89°47'48" East along a line at a right angle to the previously described course, a distance of 260.00 feet to the POINT OF BEGINNING; thence North 89°48'10" West, a distance of 30.39 feet; thence South 00°35'00" West, a distance of 61.31 feet; thence South 00°11'27" East, a distance of 286.40 feet; thence South 01°32'59" East, a distance of 34.08 feet; thence South 89°48'10" East, a distance of 27.82 feet; thence North 00°11'50" East, a distance of 381.76 feet to the POINT OF BEGINNING.

Containing 11,384 square feet, more or less.

All together containing 5.326 acres, more or less.

#### EXHIBIT "B"

# SRID RESERVES UNTO ITSELF A NON-EXCLUSIVE PERPETUAL EASEMENT FOR ACCESS, INGRESS, AND EGRESS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A portion of land lying in the Southwest One-Quarter (SW 1/4) of Section 26, Township 31 South, Range 38 East, Indian River County, Florida, as shown on Sheet 8 of the Florida Department of Transportation Right of Way Map of County Road 510 (90th Avenue/85th Street), Item/Segment No. 4056064, Section 88050-2507, being more particularly described as follows:

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Composite Exhibit C

This instrument prepared under the direction of: Elizabeth S. Quintana, Esq. District Four Assistant General Counsel Legal Description prepared by: Jeffrey D. Smith, P.S.M. (02-06-2024) Document prepared by: Susanna Rowland (03-15-2024) Florida Department of Transportation Right of Way Production Services 3400 W. Commercial Boulevard Fort Lauderdale, Florida 33309

07-PE.

Parcel No. Item/Segment No. Section: Managing District: C.R. No. County: 100.3R(03-27-2024) 4056064 88050-2507 04 510 (Wabasso Rd/85<sup>th</sup> St./90<sup>th</sup> Ave) Indian River

#### PERPETUAL EASEMENT

THIS EASEMENT Made this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_, by **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, whose address is: 3400 West Commercial Boulevard, Fort Lauderdale, Florida 33309, Grantor, to the **SEBASTIAN RIVER IMPROVEMENT DISTRICT, a drainage district organized and existing under the General Drainage Laws of the State of Florida**, (SRID), whose address is 2501 Burns Road, Suite A, Palm Beach Gardens, FL 33410, its successors and assigns, Grantee.

WITNESSETH: That the Grantor for and in consideration of the sum of One Dollar and other valuable considerations paid, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto the Grantee, its successors and assigns, a perpetual non-exclusive easement for the purpose of access, ingress and egress, in, over, upon and through the following described land in Indian River County, Florida, viz:

#### SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the FDOT hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered in the presence of: (Two witnesses required by Florida Law)

Witness Signature:

Print Witness Name & Address:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_\_ Name: STEVEN C. BRAUN, P.E. District 4 Secretary

Attorney approved as to form:

Witness Signature:

<u>Clizabeth S. Quintana</u> Name: ELIZABETH S. QUINTANA

Print Witness Name & Address:

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of \_\_\_\_\_ physical presence or \_\_\_\_\_ online notarization, this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_, by STEVEN C. BRAUN, P.E., District 4 Secretary, \_\_\_\_\_ who is personally known by me or \_\_\_\_\_ who has produced \_\_\_\_\_\_ as identification.

(SEAL)

Notary Public

Printed or stamped name of Notary Public

My Commission Expires: \_\_\_\_\_



**EXHIBIT** "A"

Parcel No. 100(101)

Page 3 of 5



TRANSPORTATION PARCEL SKETCH co	Not valid unless signed and sealed. FLORIDA DEPARTMENT OF	Jeffrey D. Smith De Professional Surveyor and Mapper Registation No. 4805 State of Florida	I hereby certify the lagal description is Surveyors and Map	A portion of land ly Indian River County Commence at the S of said Southwest C a line at a right and County Road 510 (E (85th Street). a dist described course. a of 29.16 feet to the South 27°28'49" Ea of 11°50'45", an an 23.93 feet to the bu of South 39°44'33" central angle of 09° a distance of 14.00 of North 39°47'21" central angle of 09°
RECT DISTANCE TEROWN 03-26-24 DRAWN T.SROWN 02/05/24 RIVERN BY DATE CHECKED STEVE N. 02/06/24	ned and sealed.	or and Mapper	I hereby certify that this sketch and legal description was prepared under my direction and that said sketch and legal description is in compliance with the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code pursuant to Section 472.027, Florida Statut	EXHIBIT "A" A portion of land lying in the Southwest One-Quarter (SW 1/4) of Section 26, Township 31 South, Range 38 East, Indian River County, Florida, being more particularly described as follows: Commence at the Southwest (SW 1/4) Corner of said Section 26; thence South 89°42'24" East along the South lin of said Southwest One-Quarter (SW 1/4) of Section 26, a distance of 205.85 feet; thence North 00°17'36" East along county Road 510 (85th Street); thence South 89°46'38' East along a line at a right angle to the previously described course, a distance of 0.25 feet; thence North 00°17'36" East along described course, a distance of 58.92 feet; thence North 00°13'22" East along a line at a right angle to the previously described course, a distance of 50.02 feet; thence North 00°13'22" East along a line at a right angle to the previousl described course, a distance of 20.68 feet to the POINT OF BEGINNING; thence North 00°11'50" East, a distance of 29.16 feet to the beginning of a non-tangent curve concave Northeasterly, having a chord bearing of South 27°28'49" East; thence Southerly along said curve; thence South 30°25'51" East, a distance of 11°50'45", an arc distance of 20.68 feet to the end of sad curve; thence South 30°25'51" East, a distance of south 39°44'33" East; thence Southeasterly along said curve, having a radius of 1.029.00 feet, through a central angle of 09°43'31", an arc distance of 174.66 feet to end of said curve; thence South 45°32'17" West, a distance of 14.00 feet to the beginning of a non-tangent curve concave Northeasterly, having a chord bearing of North 39°47'21" West; thence Northwesterly along said curve, having a radius of 1.043.00 feet, through a central angle of 09°37'42", an arc distance of 175.27 feet to the end of said curve; thence North 30°2127" West a distance of 22.26 feet to the POINT OF BEGINNING.
scut         scut           tract 4         Mr.           4056064         SECTION 88050	(85th STREET) INDIAN RIVER COUNTY		er my direction and that said sketch and forth by the Florida Board of Professional rsuant to Section 472,027, Florida Statutes.	I "A" 4) of Section 26, Township 31 South, Range 38 East, ad as follows: 1 26; thence South 89"42'24" East along the South line tance of 205.85 feet; thence North 00"17'36" East along distance of 0.25 feet to the Basellne of Survey of Said Science Vere North 00"11'50" East, a distance of 205.85 feet; thence North 00"11'50" East, a distance ve Northeasterly, having a chord bearing of ving a radius of 100.00 feet; through a central angle d curve; thence South 30"25"51" East, a distance of Northeasterly, having a chord bearing rve, having a radius of 1,029.00 feet; through a line of said curve; thence South 45°32'17" West, urve concave Northeasterly, having a chord bearing rive, having a radius of 1,043.00 feet, through a having a having a radius of 1,043.00 feet, through a having a radius of 1,043.00 feet, through a having a having a radius of 1,043.00 feet, through a having a having a radius of 1,043.00 feet, through a having a having a radius of 1,043.00 feet, through a having a radius of 1,043.00 feet, through a having

































# **Ethics Training**

Beginning in 2024, District Supervisors are required to complete four (4) hours of ethics training annually. Below are links to two training sessions that will, upon completion, satisfy the training requirement. *Beginning with the 2024 Form 1, District Supervisors will be required to confirm that they have completed the training each year.* 

- State Ethics Laws for Constitutional Officers & Elected Municipal Officers
  - o <u>https://www.youtube.com/watch?v=U8JktIMKzyl</u>
- Public Meetings and Public Records Law
  - <u>https://www.myfloridalegal.com/sites/default/files/Full%2520audio%25</u> 202018%5B2%5D.mp3

# Both links can be found on SDS' website, at <u>www.sdsinc.org/links</u>.

The Florida Association of Special Districts (FASD) also offers a training option through Florida State University's Florida Institute of Government. If your special district is a member of FASD, the cost for this special district-specific ethics training is \$49.00 for each district official.

If your special district is NOT a member of FASD, the cost for this special district-specific ethics training is \$79.00 for each district official.

Information on the FASD course can be found at <u>https://www.fasd.com/ethics-for-special-districts</u>.

# Sebastian River Improvement District

Financial Report For March 2024

#### SEBASTIAN RIVER IMPROVEMENT DISTRICT MONTHLY FINANCIAL REPORT MARCH 2024

REVENUES	Annual Budget 10/1/23 - 9/30/24		Actual Mar-24	Year To Date Actual 10/1/23 - 3/31/24 305,133	
NAV Assessments		308,436			
R-O-W Use Fees		25,515		)	0
Permit Fees		5,000		)	0
Other Revenue		0		)	0
Interest Income		1,200		)	22,252
Total Revenues	\$	340,151	\$ 10,580	\$ :	327,385
EXPENDITURES					
Legal - General		20,000		D	7,118
Legal - Special Counsel		0		)	0
Legal - BMAP Issues		0		2	0
District Administrative		30,000		-	15,000
Operations Manager		21,000	1,75		10,500
Operations Manager - Payroll Taxes		1,607	13		803
Engineering - General		55,000	2,98		37,144
Engineering - Permit		5,000	,	)	0
Engineering - Sand Mines		0		0	0
Engineering - 82nd Ave Extension		0		)	0
Engineering - Other		32,000		)	0
Accounting/Audit		5,300		)	0
Insurance		15,000		)	9,772
Website Management		2,000	16	7	1,000
Dues & Subscriptions		925		D	175
Legal Advertisements		1,150		)	169
Miscellaneous		4,163	21	)	2,007
Water Quality Analytical Service		1,000		)	1,374
R-O-W Maintenance		125,000		D	0
Canal/Lateral Maintenance		0		D	50,745
Miscellaneous Maintenance		2,500		)	0
Total Expenditures	\$	321,645	\$ 7,748	\$	135,807
Revenues Less Expenditures	\$	18,506	\$ 2,838	\$	191,578
County Appraiser & Tax Collector Fee		(6,169)	(		(2,350)
Discounts For Early Payments		(12,337)	(50	)	(11,095)
Excess/ (Shortfall)	\$	-	\$ 2,788	\$	178,133
Carryover From Prior Year		0		)	0
Net Excess/ (Shortfall)	\$	-	\$ 2,788	\$	178,133

Bank Balance As Of 3/31/24	\$ 1,236,270.66
Accounts Payable As Of 3/31/24	\$ 11,269.07
Other Current Liabilities As Of 3/31/24	\$ 75,706.92
Accounts Receivable As Of 3/31/24	\$ 32,181.99
Available Funds As Of 3/31/24	\$ 1,181,476.66