

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT  
IN AND FOR BROWARD COUNTY, FLORIDA

In re:

CASE NO. CACE 24-005243

HERON POND CONDOMINIUM  
ASSOCIATION, INC.

Petitioner.

v.

HERON POND CONDOMINIUM  
ASSOCIATION, INC.,

Defendant/Respondent

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**RECEIVER'S MOTION FOR APPROVAL OF EMPLOYMENT  
OF SPECIALTY ENGINEERING CONSULTANTS, INC.  
AS ENGINEERING CONSULTANTS TO THE RECEIVER**

Daniel J. Stermer., as Court-appointed Receiver (the "Receiver") for Heron Pond Condominium Association, Inc. (the "Association"), pursuant to the Court's *Order Granting Verified Petition for Appointment of Receiver*, entered on April 26, 2024, respectfully moves for entry of the proposed order attached as **Exhibit "A,"** approving the employment of Specialty Engineering Consultants, Inc. ("SPEC") as engineering consultants to the Receiver for the property in Pembroke Pines, Florida (the "Property"). In support of this Motion, the Receiver states:

1. On April 16, 2024, the Plaintiffs, Heron Pond Condominium Association, Inc. (collectively, the "Plaintiffs"), commenced this action by the filing of a *Verified Petition For Appointment of a Receiver* against the Association.

2. On April 16, 2024, the Association filed an *Ex Parte Verified Emergency Motion For Appointment of a Receiver Court* seeking the appointment of Daniel J. Stermer as Receiver of all the assets belonging to the Association, including all tangible assets, real estate, receivables,

and financial accounts; and appointing the Receiver as the sole Board member for the Association with full power to act for the Association until this Court relieves the Receiver.”

3. Heron Pond is an “Association” as defined in Chapter 718, Florida Statutes, located within Broward County and is governed by the Declaration of Condominium Establishing Heron Pond Condominium (the “Declaration”), recorded on June 14, 2006 in Official Records Book 42216, Page 910, in the Public Records of Broward County, Florida. The Association is comprised of 304 individual units contained in 19 separate buildings (the “Buildings”). As of September 12, 2023, six out of the nineteen buildings located within the Association were declared unsafe structures by the City of Pembroke Pines and rendered uninhabitable. An additional 26 units in the remaining buildings have also been rendered uninhabitable.

4. On April 26, 2024, the Court entered an *Order Granting Verified Petition for Appointment of Receiver* (the “Order Appointing Receiver”), thereby appointing Daniel J. Stermer., as Receiver for the Association.

5. Paragraph 24(j) of the Order Appointing Receiver provides that the Receiver is authorized to employ “legal counsel, upon application and approval by the Court, to furnish legal advice to the Receiver for such purposes as may be necessary during the period of receivership. The Receiver is also empowered to employ accountants, financial advisors and day to day managers, brokers, developers and other professionals, upon application and approval by the Court, to furnish advice and services to the Receiver, all for such purposes as may be reasonable and necessary during the term of the receivership.

6. The Receiver seeks Court approval to retain SPEC as engineering consultants to the Receiver in this case. SPEC is a leader in quality engineering, inspections and design. As a part of SPEC’s representation, SPEC will be inspecting each of the Buildings and providing

structural assessment reports (the “SAR’s”) for each Building on a rolling basis. The SAR’s will provide the Receiver with an independent and updated analysis of the current condition of the Property. SPEC will also work with the Receiver’s construction professionals to assist in the scope and feasibility of the repairs and refurbishment needed for each Building. A true and correct copy of the Engagement Letter between the Receiver and SPEC is attached hereto as **Exhibit “B.”**

7. The Receiver believes that employing SPEC is in the best interests of the estate because SPEC has the experience and resources to efficiently and effectively provide engineering consulting services to the Receiver in this case.

8. SPEC’s services are provided on an hourly basis with billing rates for its principal engineer, professional engineers, field inspectors and administrative support personnel varying depending upon levels of experience. The current billing rates of SPEC’s engineers range from \$250.00 per hour to \$325.00 per hour. D. Marc LeBlanc, P.E. is the principal engineer working on this matter. Mr. LeBlanc is a professional engineer, a registered special inspector, a certified CEU instructor and author of numerous CEU courses and seminars. In addition, the current hourly rates for field inspectors is \$110 per hour (with a minimum of 3 hours) and administrative support personnel is \$75 per hour. These rates are inclusive of principal review, administration, equipment, and travel expenses.

9. Compensation shall be pursuant Paragraph 26 of the Order Appointing Receiver. The Receiver will be invoiced monthly for the services provided by SPEC.

**WHEREFORE**, Daniel J. Stermer as Receiver, respectfully requests entry of the proposed Order attached as **Exhibit “A”**, (i) approving the employment of Specialty Engineering Consultants, Inc. as engineering consultants to the Receiver pursuant terms and provisions of the

Engagement Letter, attached hereto as **Exhibit “B”**, and (ii) for such other and additional relief as the Court deems just and proper.

Dated: May 16, 2024

Respectfully submitted,

BERGER SINGERMANN LLP  
*Proposed Counsel for Receiver*  
201 East Las Olas Boulevard, Suite 1500  
Fort Lauderdale, Florida 33301  
Tel. (954) 525-9900  
Fax (954) 523-2872

By: /s/ Brian G. Rich

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**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that on May 16, 2024, the foregoing was filed using the Florida Court’s E-Filing Portal, which will, in turn, send notice of electronic filing to all electronic service parties.

By: /s/ Brian G. Rich  
Brian G. Rich

**EXHIBIT A**  
**Proposed Order**

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT  
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**ORDER GRANTING RECEIVER'S MOTION FOR APPROVAL OF  
EMPLOYMENT OF SPECIALTY ENGINEERING CONSULTANTS, INC.,  
AS ENGINEERING CONSULTANTS TO THE RECEIVER**

**THIS CAUSE** came before the Court upon the *Receiver's Motion for Approval of Specialty Engineering Consultants, Inc. as Engineering Consultants to the Receiver* (the "Motion") filed by the Court-appointed Receiver, Daniel J. Stermer ("Receiver"). The Motion seeks to retain Specialty Engineering Consultants, Inc. as engineering consultants to the Receiver in this case. The Court, having considered the Motion and having reviewed the Court file, and being otherwise fully advised in the premises, it is hereupon,

**ORDERED AND ADJUDGED that:**

1. The Motion is hereby **GRANTED**.
2. The Receiver is authorized to retain Specialty Engineering Consultants, Inc. as engineering consultants to the Receiver in the captioned case.
3. Compensation paid to Specialty Engineering Consultants, Inc. shall be in accordance with the Engagement Letter and the Order Appointing Receiver.

**DONE AND ORDERED** in Chambers at Broward County, Florida on

\_\_\_\_\_.

\_\_\_\_\_  
Honorable Jack Tuter  
Circuit Court Judge

cc: All counsel of record

**EXHIBIT B**

**Engagement Letter**





May 13, 2024

Heron Pond Condominium Association, Inc.  
c/o Development Specialists, Inc.  
Attn: Daniel J. Stermer  
500 E. Broward Blvd., Ste. 1700  
Fort Lauderdale, FL 33394

**RE: Heron Pond Condominium Association, Inc. – Consulting Services  
Pembroke Pines, FL**

**PROFESSIONAL SERVICES PROPOSAL**

Dear Mr. Stermer,

Thank you for the opportunity to submit a proposal for the consulting services for the property in Pembroke Pines, Florida referenced herein. We are pleased to present you with this hourly rate proposal for our services. Please note that our rates are inclusive of principal review, administration, equipment, and travel expenses.

- Principal Engineer.....\$325/hour, portal to portal**
- Professional Engineer.....\$250/hour, portal to portal**
- Field Inspector.....\$110/hour, minimum 3 hours**
- Administrative Support.....\$75/hour**

Please acknowledge your acceptance of this proposal including exhibit A by executing below and returning a copy of this letter to my attention. We at Specialty Engineering appreciate this opportunity to provide you with these professional engineering services. Please do not hesitate to contact the undersigned should you wish to discuss any of the terms of this proposal.

Respectfully submitted,  
Specialty Engineering Consultants, Inc.

*Abigail McCann*

Abigail McCann  
Director of Business Development

Agreed and Accepted:

*[Signature]* *5/15/24*  
Signature Date

*DANIEL J. STERMER, RECEIVER*  
Printed Name Title

*[Handwritten initials]*



**EXHIBIT A: GENERAL CONDITIONS**

1. All of our pricing includes principal review, administration, equipment and travel expenses.
2. Inspection and testing services are to be scheduled the day prior by 3:00pm. Services may be scheduled by calling the Specialty Engineering office at 561-752-5440. Services requested the same day will be fulfilled as soon as practically possible. Same day services may be subject to additional charges.
3. Contract includes up to 3 copies of reports. Documentation will be mailed per distribution list provided to us by the client at the start of the project.
4. Invoices will be generated monthly. Payment is due within 30 days of invoice date. Payments over 60 days past due may incur late payment interest charges in accordance with Florida Statutes.
5. Payments in the form of cash, check or ACH deposit to be made payable to Specialty Engineering Consultants, within thirty 30 days from the date of the invoice. Credit card payments greater than \$500.00 will incur a 3.5% convenience fee.
6. Past due balances more than 60 days are subject to a \$45 lien filing fee.
7. Customer agrees to pay any costs of collection and/or attorney fees accrued by Specialty Engineering Consultants, as a result of non-payment by said customer.
8. In an effort to minimize costs, we reserve the right to group inspections together.
9. Please allow between one hour before and two hours after the scheduled time frame for our arrival.
10. Commencement of work constitutes agreement of this proposal.