

**MINUTES OF MEETING
SUNSHINE WATER CONTROL DISTRICT**

A Regular Meeting of the Sunshine Water Control District's Board of Supervisors was held on **Wednesday, January 14, 2015, at 6:30 p.m., at Sartory Hall, located in Mullins Park, 10150 NW 29 St. (Ben Geiger Blvd), Coral Springs, Florida 33065.**

Present at the meeting were:

Joe Morera	President
Daniel Prudhomme	Vice President
Jim Maguire	Secretary

Also present were:

Craig Wrathell	District Manager
Doug Paton	Wrathell, Hunt and Associates, LLC
Terry Lewis	District Counsel
Patricia Ramudo	IBI Group, Inc.
Wilson Way	IBI Group, Inc.
Cory Selchan	Field Superintendent
John McKune	McKune & Associates
Peter Van Rems	Kimley-Horn & Associates, Inc.
Boris Belfor	GGB Engineering, Inc.
Paul E. Brewer	Paul E. Brewer and Associates, Inc.
Brian DeGirolmo	DeGirolmo & Associates Inc.
Dennis Mele	Geenspoon Marder, P.A.
Sandy Brown	Bainbridge Communities Acquisition Iii, LLC
John England	Miller Legg

FIRST ORDER OF BUSINESS

Call to Order

Mr. Morera called the meeting to order at 6:30 p.m.

SECOND ORDER OF BUSINESS

Roll Call

Mr. Wrathell called the roll and noted, for the record, that all Supervisors were present, in person.

THIRD ORDER OF BUSINESS

Pledge of Allegiance

All present recited the Pledge of Allegiance.

FOURTH ORDER OF BUSINESS

Public Comments [3-Minute Time Limit]
(Comments should be made from the microphone to ensure recording. Please state your name prior to speaking.)

There being no public comments, the next item followed.

FIFTH ORDER OF BUSINESS

Consideration of Agreement with The Country Club of Coral Springs, Inc.

Mr. Wrathell provided a brief introduction of the agreement. He recalled that, at the last meeting, the Board discussed the parameters of the agreement, which were related to an existing drainage ditch on the property. He reported that District representatives met with Mr. DeGirolmo, the property owners and the developer, several months ago. Mr. Wrathell explained that, rather than simply replacing the old drainage ditch with a culvert, it was agreed that a culvert would be installed by the landowner, based on the District's specifications, as reviewed and approved by the District Engineer. Mr. Wrathell indicated that the property owner will have the property maintenance obligations but the District will have a flowage easement, so if maintenance of the culvert is not to the District's standards, the District would have the ability to assess the property owners for the actual maintenance costs, plus administrative and illegal expenses. Mr. Wrathell believed that all of the legal issues were addressed in the agreements.

Mr. Lewis agreed with Mr. Wrathell that the agreement was in order, from a legal standpoint. He noted that, for this and the CVS project, cost recovery fees were separated from the regular bill and were submitted to Mr. Wrathell. Mr. Lewis recommended recovering those fees prior to issuing the permit.

Mr. Morera asked for questions. Mr. Maguire disclosed that he works for Vantage Hospitality; therefore, he has a conflict. Mr. Lewis indicated that a conflict form must be filed within 14 days, for the record; it must be submitted to Mr. Wrathell's office.

Mr. Morera stated that several revisions to the agreement were made, based on input of the field supervisor, engineers and legal counsel and believed that the final version of the agreement incorporated all of the changes that were agreed upon.

Mr. Morera asked if there was any person representing the petitioner. Mr. DeGirolmo, of DeGirolmo & Associates, Inc., the Civil Engineer on the project, felt that all matters were summarized completely; he had nothing to add. Mr. Morera asked if Mr. DeGirolmo's client agreed with the agreement. Mr. DeGirolmo deferred to his client, Mr. Sandy Brown, representing Bainbridge Communities Acquisition Iii, LLC. Mr. Brown declared that he was fine with the agreement.

Mr. Wrathell asked if the permit was still forthcoming and if this would be the time to submit the cost recovery items related to the permit. Ms. Ramudo indicated that there is a cost recovery estimate for the legal fees; she must research it but believed that it was less than \$2,500. Mr. Wrathell will locate Mr. Lewis' invoice and email it to IBI and Mr. Lewis.

Mr. Morera asked if all of the parties were satisfied with the agreement. Mr. Wrathell asked if there was an issue with waiting for a permit or whether the District could proceed with the agreement. Mr. Lewis advised that everything was fine; the project could proceed.

On MOTION by Mr. Prudhomme and seconded by Mr. Morera, with Mr. Prudhomme and Mr. Morera in favor and Mr. Maguire abstaining, the Agreement between the District and The Country Club of Coral Springs, Inc., was approved.

SIXTH ORDER OF BUSINESS

Consideration of Lanzo Construction Company, Canal Z Restoration, Change Order Request No. 3 for Relocation of the City's Irrigation Pump

Ms. Ramudo requested an update because it was her understanding that the District was still negotiating with the City about sharing efforts.

Mr. Selchan asked to table this item, as he was working with the City and felt that the work could be completed at a much lower cost through cooperation between the District and the City. Mr. Morera asked if anyone objected to tabling this item. Mr. Maguire replied no and asked if everything was going okay. Mr. Selchan stated that everything is fine; he met with the

City yesterday and reiterated his belief that the project could be completed for a much lower cost.

Mr. Morera stated that this item will be tabled to a future meeting.

SEVENTH ORDER OF BUSINESS

Approval of Requisitions Related to Vortexing Expenses

- **Requisition 113A: \$1,639.75**
- **Requisition 116A: \$1,590.50**
- **Requisition 123A: \$2,104.25**

Mr. Wrathell explained that everyone was in agreement with the plan to fix the vortexing issue and, based upon that, the District could proceed. Mr. Wrathell apologized that the purchase order was not issued sooner; however, it was issued today.

Mr. Wrathell indicated that, if the Board was comfortable, the Board could approve the requisitions.

Mr. Maguire asked if the approval would be for the requisitions plus the \$29,000 in engineering fees. Mr. Wrathell responded affirmatively. Mr. Morera also asked if the fees were only for the engineering cost for the study. Ms. Ramudo responded affirmatively.

On MOTION by Mr. Maguire and seconded by Mr. Prudhomme, with all in favor, Requisitions 113A, 116A and 123A, for vortexing expenses, plus \$29,000 in engineering fees, were approved.

EIGHTH ORDER OF BUSINESS

Discussion/Consideration: Responses to RFQ for District Engineering Services

A. Affidavit/Proof of Publication

Mr. Wrathell presented the proof of publication.

B. RFQ Package

Mr. Wrathell presented the Request for Qualifications (RFQ) package.

C. Respondents

i. IBI Group (Florida) Inc.

This item was discussed under Item 8.E.i.

ii. Lakdas/Yohalem Engineering, Inc.

This item was discussed under Item 8.E.i.

iii. Craig A. Smith & Associates, Inc.

This item was discussed under Item 8.E.i.

D. Qualification Opening Form

Mr. Wrathell presented the Qualification Opening Form.

E. Presentations on February 11, 2015

i. Authorize Transmission of Invitation to Proposers

Mr. Wrathell recommended inviting all three firms to present during the February Board meeting. He suggested giving each firm 15 minutes to present and allowing another ten to 15 minutes for questions and answers (Q&A). Mr. Wrathell suggested assigning each firm a specific time to present, at 45-minute intervals, so that no firms would be present while another firm was presenting. He explained that, because of the nature of the District's public meetings, it could not enforce the request; however, it was a professional courtesy.

Mr. Wrathell asked if the Board must authorize the District Manager to transmit invitation letters to the firms. Mr. Lewis replied affirmatively.

On MOTION by Mr. Maguire and seconded by Mr. Prudhomme, with all in favor, authorization for the District Manager to transmit the Invitation to Proposers, was approved.

Mr. Prudhomme asked whether the Florida Public Notices (FPN) website was used instead of obtaining something notarized. Mr. Wrathell explained that, due to a new law for CDDs, every public notice advertised in a newspaper must also appear on the FPN website. Mr. Wrathell indicated that the website was very effective and practical since a proof of publication could be obtained quicker than from the newspapers. Mr. Prudhomme asked if the website was a substitute for a notary. Mr. Wrathell replied no and explained that newspapers send notices to FPN for posting on the website; this provides an additional proof of publication.

A. Sample Election Instructions

Mr. Wrathell indicated that a Landowners' Meeting and election of one Supervisor would be held on March 15, 2015. He explained that Mr. Morera's seat is up for reelection. Mr. Wrathell stated that a form of the advertisement and the instructions were provided for District Counsel's review and comments. He noted that the instructions could also be found on the District's website.

B. Sample Proxy

Mr. Wrathell presented a sample proxy and explained that it can be used if an individual wanted to assign votes, via proxy, to an individual to cast at the election. Mr. Wrathell explained that is helpful when the property owners provide their information and there is a legal description, such as a screen shot from the property appraiser's website. He noted that this practice made it easy for the District to confirm the information.

Mr. Wrathell advised that Staff would attend the upcoming Landowners' Meeting to compare the property appraiser's information and ensure that the property owners are correct. He indicated that ballots will be cast at the election.

Mr. Wrathell stated that the Notice of Landowner's Meeting was to provide notification of the upcoming election.

Mr. Morera stated that, as he was gathering proxies for the March election, residents asked who his opponents are. He explained that, because there is no pre-qualification process, he does not know who his opponents are.

Mr. Lewis explained that many districts adopt policies such as publishing notices inviting people who intend to run for a seat, to file a notice, with a statement of qualifications. He explained that policies such as this cannot be mandatory; if someone attended the meeting and was nominated, they would be entitled to run. Mr. Lewis supported the initiative to know, in advance of the meeting, who was interested in running.

Mr. Morera stated that this would be helpful information for people who are hesitant to cast a vote for someone when they have little information about the candidates. He felt that this initiative would help landowners have a level of confidence in what they were doing.

Mr. Morera asked if there was a qualifying period, under Chapter 298. Mr. Lewis replied no.

Mr. Prudhomme asked if the reason the policy could not be enforced was because it was not part of Chapter 298. Mr. Lewis responded affirmatively and explained that, in order to have statutory authority, the District would have to go to the legislature to change Chapter 298. Mr. Lewis advised that cities and counties have “Home Rule”, meaning they can do anything that is not prohibited by law. He clarified that all Special Districts do not have “Home Rule”; therefore, they only have the power specifically granted in the statute and, if it is not stated in the statutes, it cannot be done.

Mr. Morera thanked Mr. Lewis for the detailed explanation. Mr. Prudhomme asked Mr. Morera if he was submitting his intent to run. Mr. Morera replied affirmatively.

TENTH ORDER OF BUSINESS

Approval of December 10, 2014 Regular Meeting Minutes

Mr. Morera presented the December 10, 2014 Regular Meeting Minutes and asked for any additions, deletions or corrections.

On MOTION by Mr. Maguire and seconded by Mr. Prudhomme, with all in favor, the December 10, 2014 Regular Meeting Minutes, as presented, were approved.

ELEVENTH ORDER OF BUSINESS

Supervisors’ Communications

Mr. Prudhomme reported that he received a call from Mr. Gary Runge, a resident, regarding the recording of his exception for his backyard habitat. He advised that Mr. Runge expected it to be recorded by now, with the County. Mr. Lewis asked if Mr. Runge went online to the Broward County Clerk’s website. Mr. Prudhomme stated that Mr. Runge looked online but was not sure if he was using all available resources. Mr. Lewis will research the submission. Mr. Prudhomme will notify Mr. Runge that the exception would be recorded with the County by the next meeting. Mr. Paton felt that the exception might already be recorded; it was sent to Mr. Capko to record.

Mr. Morera announced that this Friday will be the MLK Celebration, at the City Center, and the Temptations will perform. He reported that tickets are \$27. Mr. Morera explained that the event is a fundraiser for the MLK Committee.

Mr. Morera announced the upcoming Florida Association of Special Districts (FASD) meeting.

Mr. Lewis advised that the meeting will be scheduled in Fort Myers on January 30, 2015. He invited all Board Members. Mr. Lewis explained that the quarterly meeting is held at the East County Water Control District in Lehigh Acres. He indicated that Representative Caldwell, who is Chair of a local government committee, will be at the meeting. Mr. Lewis advised that educational activities, such as certified district official classes, would be offered.

Mr. Morera commented that he took those classes and they offered a good foundation to the principals and structure of local governments. Mr. Morera asked Mr. Lewis to provide the link to register for the FASD meeting to whoever was interested. Mr. Lewis will share the website information at the end of the meeting.

Mr. Morera wished everyone a Happy New Year. He was looking forward to another productive year and accomplishing a lot. Mr. Morera hoped that the District would continue making progress.

TWELFTH ORDER OF BUSINESS

Staff Reports

A. Attorney: *Lewis, Longman & Walker, P.A*

Mr. Lewis indicated that a final draft of the Access Agreement between the District and Boos Development Group (Boos), owner of the CVS property, was provided in the agenda package and was sent to the Boos engineer. The agreement went back and forth several times. In response to a question, Mr. Wrathell indicated that the agreement will be included for consideration at the February meeting.

Mr. Lewis advised that he will be at the legislative session, which will meet beginning the first Tuesday in March. He will be in Tallahassee at committee meetings next week. Mr. Lewis explained that there would be a break the first three weeks of February before another 60-day legislative session begins. He did not anticipate anything dire regarding special districts but he expects further amendments to the Special Districts Accountability Act relating to Notice of Transparency. Mr. Lewis should return to meeting in May.

B. Engineer: *IBI Group*

i. Permit Application Log

The Permit Application Log was provided for informational purposes.

ii. Monthly Engineer's Report: 12/11/2014 - 01/07/2015

Ms. Ramudo reported that IBI had a lot of reviews and activities. Regarding Coral Lago in the Broken Woods-North Section, IBI issued comments and a cost recovery request and a resubmittal was received on Monday, January 12, 2015; it had not yet been reviewed so it will be presented at the next meeting. Ms. Ramudo explained that a preliminary online review was completed and that the re-submittal appeared acceptable.

Ms. Ramudo also reported that the culvert and fill of Canal U was completed but additional sodding is necessary around the headwall. She explained that recent rains created erosion around the headwall, which must be repaired. IBI allowed the applicant to close out the permit with the City but not with the District until they finish re-sodding the banks. Ms. Ramudo mentioned that the applicant's engineer and contractor were aware of this and advised that the problem would be addressed, as soon as possible.

Ms. Ramudo reported that the plans for the site improvement and demolition of the existing bank and construction of the new CVS facility at Canal U were reviewed. She stated that comments were issued and IBI is waiting for re-submittal of the plans addressing the comments. Ms. Ramudo noted that the access agreement prepared by Mr. Lewis' office was coordinated with the applicant's engineer, exhibits were addressed and the cost recovery fee was expected with the re-submitted package.

Ms. Ramudo reported that the Reserve at Coral Springs project was reviewed and comments were issued; however, a resubmittal had not been received. Ms. Ramudo indicated that representatives of the Coral Springs Municipal Complex, the applicant's engineer and the City, were present at the meeting. She presented and reviewed the PowerPoint exhibits submitted by Miller Legg and Associates (Miller Legg). She explained that the applicant proposed a taper easement and installation of an 8'x7' box culvert. The District would be vacating the right-of-way (ROW), dedicating an easement, culverting the open canal and replacing the 72" CMP.

Ms. Ramudo reviewed the images in the PowerPoint and advised that questions remain regarding the northwest section of the property, since it was unclear whether it was a ROW or easement. She explained that the City was researching this because some documents have a conflicting definition. Ms. Ramudo stated that a decision will be made whether to keep it a ROW or an easement. She stated that it must be reviewed and determined whether the 35'

minimum would be acceptable to the District since there would be a substantial structure within that tapered area.

Mr. Morera asked whether the canal strip on the images was abandoned by the District. Ms. Ramudo replied no because the canal runs south, to join Canal J, which is currently being converted to a box culvert of the same size with a small extension on Canal K. Mr. Selchan stated that the area was mismarked, as it was not being changed to an easement.

Mr. John England, of Miller Legg, representing the City of Coral Springs on the site civil issues, explained that the portion of Canal K, on the west side, represents that a portion with ROW vacations will take place; a portion of that canal will be filled to allow for fire access between the south side of the new complex and the north of side of the parking garage and tie into Sample Road. Mr. England pointed out that the south portion of the canal will remain a water surface but the City would re-grade it, re-establish that canal section and clean and dress it up per the section that is required for the District.

Discussion ensued regarding the project location. Mr. Selchan explained the scope of work.

Mr. Morera asked whether the property that runs behind Bruno, which is now a narrow canal, would be made wider and deeper. Mr. Selchan explained that it would and that it would be also reshaped and made more presentable than it was.

Mr. Prudhomme asked if what was being done behind Bruno would be done behind the Sunshine Country Condos. Mr. Selchan replied no. Mr. Prudhomme asked Ms. Ramudo whether the culvert running through 31st Street would go into Canal K. Mr. Selchan indicated that it would stop along 31st Street.

Mr. Morera asked whether, with all of the changes, the diameters of the culverts would always anticipate the 100-year storm event, in case of an enormous rainfall, so that the culverts would be able to handle the volume of water in extreme weather conditions. Ms. Ramudo responded that, based on the analysis, the culverts would be able to handle massive quantities of water.

Mr. Selchan indicated that the culvert that will be installed will be substantially larger than the existing culvert; it will be a substantial improvement.

Mr. Selchan responded to Mr. Maguire's questions about the box culvert size and explained that the box culvert would be the same size and dimensions as the existing culverts.

Mr. Maguire asked why there was a concern with a 35' culvert. Ms. Ramudo stated that the size was a maintenance concern. The District has a minimum of 50' and 35' was a deviation from what was originally discussed; therefore, after the review and studies were finalized, the transitional dimensions of the easement would be accepted, if they felt that 35' was adequate.

Mr. Morera asked if, by the term "maintenance", Ms. Ramudo was referring to Staff's access to the canal for maintenance purposes. Ms. Ramudo explained that there will be access manholes for working within the culvert; this is in the event that anyone should ever have to replace a section or something within the culvert. Ms. Ramudo stated that there must be space to excavate.

Mr. Morera asked if there should be a part of the agreement where that is included as a condition of the project to allow for that circumstance. Mr. England responded that there is a similar agreement which would take place where the City would be responsible for restoration and improvements made within the easement area. He stated that the easement was 50' for a large portion of the west end of the culvert. Mr. England explained that accessing the culvert should not be an issue; the main issue was getting into the culvert and tearing up the improvements.

Mr. Selchan indicated that the District should be conscious of the language used in the agreement regarding what the District can do to perform maintenance, such as using large equipment.

Ms. Ramudo stated that IBI will wait for a follow up from the applicant informing whether they could grant a 50' easement. Ms. Ramudo asked whether the City could continue developing the site plans if the agreement addresses the narrow easement of 35', as far as maintenance and access, and the size of the easement is acceptable to the Board. In response to Mr. Maguire's question, Ms. Ramudo indicated that the District is giving up ROW but gaining maintenance access. Mr. Morera asked what the 15' would be used for. Ms. Ramudo advised it would be the turn lane.

After further discussion, Ms. Ramudo asked if it was the direction of the Board to allow the City to develop an easement that is tapered from 35' to 50'. Mr. Lewis felt that, based on the comments of Mr. Selchan and Ms. Ramudo, it was acceptable.

Mr. Wrathell asked if the agreement should be presented at the next meeting. Mr. Lewis responded affirmatively, explaining that it must still be reviewed.

Mr. Lewis stated that no official action was necessary, at this time, since the agreements must still be developed.

Ms. Ramudo reported that Mr. Leotaud moved his fence and the case was closed. She advised that the Babinec fence permit was issued and the Lundy applicant was sent an easement agreement for execution; when received, a Letter of No Objection (LONO) will be issued.

Ms. Ramudo reported that a request was received regarding the low water level in the canal by Jefferson Condominiums; the matter was addressed and no further action was required.

iii. Project Updates

Ms. Ramudo reported completion of several Interconnected Pond Routing (ICPR) modelings that were requested. The last one was to analyze lowering the water table in the West Basin to an elevation of 1' (6.5 NGVD), pre-storm. She explained that this was basically 1' lower than the control elevation and the purpose was to determine what benefits the Westchester community could receive. Ms. Ramudo reported that the benefits were not significant; therefore, it was recommended to review the Westchester area and identify areas where improvements could be made for storage or conveyance. Ms. Ramudo explained that, overall, the District's system does not seem to significantly impact Westchester. Mr. Morera asked if it was due to the elevation. Ms. Ramudo responded that it was due to the lack of storage. She explained that the results were a recommendation for the City to review Westchester and the City agreed that an intense analysis of Westchester is required.

Mr. Selchan indicated that, when driving around the City, not a lot of flooding can be observed. He explained that the resident complaints were based more on perception than reality since, although no water was entering anyone's home, the water made it difficult to drive.

Ms. Ramudo presented photographs of the Pump Station 3, Phase 1, improvements. She reported that demolition was completed, the propane tank was removed, the hydraulic lines were removed, the building was demolished, the building slab was removed and the wall panels were installed but not yet painted.

Mr. McKune asked if the sidewalk was removed. Ms. Ramudo responded that it would not be removed because removal was not identified as being required. Mr. McKune noted that it must be removed.

Mr. Morera asked why sidewalk elimination was not inclusive of the project. Mr. McKune believed that it was. Ms. Ramudo responded that the sidewalk work was mainly

identified as removing the Pump House 3 structure but it could be added to Phase 2 of the project. Mr. Paton pointed out that the sidewalk was no longer necessary. Mr. Morera felt that the sidewalk should have been removed when the contractor removed the pad. Ms. Ramudo stated that IBI would address Mr. Morera's concern with the contractor since the sidewalk was not identified for removal.

Ms. Ramudo reported that, next week, the decorative gates would be delivered and installed, followed by the final grading and sodding. Mr. Morera asked if the community removed all of the trees that they agreed upon. Ms. Ramudo explained that removal was not required because IBI did not have a conflict with the location of the new wall panels. In response to Mr. Morera's question, Mr. Maguire recalled previous discussion of tree removal but the Board decided against it. Ms. Ramudo explained that the conflict was eliminated by installing panels, instead of a gate. Mr. Morera continued questioning whether it was agreed that trees must be removed. Mr. Selchan concurred with Mr. Morera that the agreement was that the District would not fill it in unless the trees were removed. Mr. Morera stressed that the trees must be removed if that provision was in the agreement before the work, regardless of changes after enter into the agreement. Mr. Paton concurred. Ms. Ramudo stated that she must review the agreement and it will be enforced.

Ms. Ramudo stated that, for Pump Stations 1 and 2, the purchase order was issued for the splitters. MWI received the purchase and estimated a minimum of four weeks; however, the work coincides with a heavy workload period for MWI, so it might be delayed.

Ms. Ramudo stated that the final grading and sodding of Canal Z are being completed and about 400' linear of sod is on the access area. Ms. Ramudo explained that she had the punch list of residential concerns that were addressed, except for Mrs. Pomalaza's fence.

Ms. Ramudo explained that Pay Request No. 12 and Change Order No. 6 were submitted and were under review; they should be addressed next month. In response to Mr. Morera's question, Ms. Ramudo indicated that Pay Request No. 12 is the monthly pay request and Change Order No. 6 is related to "extras" that were submitted. Mr. Maguire asked for the bill amount for the "extras". Mr. Way responded that the amount was over \$900,000; he requested more information from Lanzo about the cost origin. Mr. Way discussed the costs billed and how Lanzo calculated them. He felt that Lanzo is not owed anything extra but further research was needed in order to determine the most accurate estimate.

Mr. Wrathell asked if, under the contract, a change order would be required if it was for additional work. Mr. Lewis responded yes. Mr. Wrathell surmised that Lanzo cannot ask the District to pay more.

Mr. Morera concluded that more discussions are needed before the Board could approve anything regarding Pay Request No. 12 or Change Order No. 6.

Mr. Maguire asked for the budget for the Canal Z project and how much was spent. Mr. Way responded that the budget was about \$1.2 million and that, so far, approximately \$1.1 million was already paid.

Mr. Lewis asked what type of delays the contractor was claiming. Mr. McKune indicated that the contractor claimed that the delays were not caused by them; it was due to lack of fill, etc. Mr. Way described the remaining work to be completed by Lanzo.

Mr. Wrathell asked if the agreement contained a penalty clause in case Lanzo missed a deadline. Mr. Lewis must review the contract but noted that liquidated damages clauses were included. Discussion ensued regarding liquidated damages or penalties.

Mr. Lewis asked Mr. Way to provide a copy of Lanzo's letter. Mr. Way stated "I am taking care of all of it." Mr. Lewis acknowledged that IBI would answer it. Mr. Way confirmed that his response would go through Mr. Lewis. Mr. Way stressed that this bill did not surprise him. In response to Mr. Maguire's question, Mr. Way confirmed that everything should be completed by the next meeting, including the punch list items and IBI's bill analysis.

Mr. Morera asked if watering the sod was maintained by the contractor. Mr. Way responded yes; the contractor must continue maintaining it for two weeks after the contract ends.

Mr. Morera asked when residents would be notified that construction was coming to an end and to thank them for their patience. Mr. Paton indicated that a notice will be placed on the residents' doors and, in addition, the notice will inform residents that they need to water the trees; beginning February 1, residents will be responsible for watering.

Mr. Paton noted that some residents do not have irrigation in those areas; however, the resident will be responsible if the grass dies. Mr. Selchan indicated that some residents that never had irrigation systems are now claiming that they did and want the District to "reinstall" it. Those residents must prove that they had an irrigation system.

Mr. Paton stated that most people are relatively happy with the watering and only minor complaints were received.

Mr. Morera asked if any residents installed fences without following the proper requirements. Mr. Selchan and Mr. Paton responded that there were some. Mr. Morera asked Mr. Selchan to inform Mr. Jim Hickey about the situation so that the City could address it before it created issues for the District when the District removes illegal fences.

Mr. Morera felt that the District should take proper action against those who did not follow the guidelines to remove their fences, since it was not fair to the residents who followed the guidelines. Mr. Paton felt that the District must be vigilant; he discussed a resident who already built a deck on the District's property or in the ROW. Mr. Morera stressed being proactive, instead of reactive, in instances where installation or construction guidelines were not followed, since the number of instances could escalate.

iv. Future Project

Ms. Ramudo reported that IBI is preparing the documents for Pump Station 3, Phase 2, which includes replacing the control structure and pump; a notice of bidding would follow, after Mr. Selchan and Mr. McKune review it and after Board authorization is received.

Regarding the West Outfall vegetation removal, Ms. Ramudo reported that the estimate was received for tree mitigation fees from the new City Forester; it was approximately \$104,000. She explained that there was room for a reduction because of the basis that the Canal Z vegetation removal and tree mitigation fee were to be used for this estimate but were not. Ms. Ramudo stated that IBIB is working with the City to determine if they could reduce the estimate. She presented photographs.

Mr. Way discussed the estimate and felt that some trees might be able to remain, if they barely encroached.

Mr. Morera did not want to create a situation where the District was providing a benefit to someone that already installed something that should not have been installed by granting them a part of the ROW. He explained that this was done with Canal Z and should not be repeated throughout the District, as it would compound difficult projects.

In response to Mr. Way's comment, Mr. Morera reconsidered stating that it would be IBI and Mr. Selchan's determination if certain trees could remain.

Mr. Morera indicated that it must be determined whether there was a need to make changes to the ROW. He explained that the District wanted to ensure that new property owners

understand that, if they remove or move material from a ROW, it does not mean that the land automatically becomes theirs.

Mr. Way commented that allowing residents to remove certain trees, within the easement, did not mean that they could plant other trees in the easement. Mr. Prudhomme summarized that trees could stay if it was not a problem but could be removed when it became an issue.

Mr. Morera explained that, while canal work was being completed, the land needed to be accessible, which meant not allowing homeowner to install anything, such as fences. He stated that once the project was completed, fence requests could be considered on an individual basis and addressed, accordingly. Mr. Morera clarified that this determination was based on lessons learned, during the Canal Z project, where permits were issued before the work was completed, which caused problems.

Mr. Lewis suggested that, while the project was being completed, the District Engineer and Mr. Selchan could survey the area to determine what vegetation could remain. Mr. Way indicated that IBI conducted a preliminary survey to develop the cost estimate. Mr. Lewis agreed with Mr. Morera that the District should wait to grant permits and enter into agreements until the project was completed.

Mr. Prudhomme stated that the economics is a sound basis for leaving trees because of the height and weight of the trees is massive and expensive to remove. Mr. Morera felt that mitigation costs would be a double taxation to residents of the District.

Mr. Selchan questioned if mitigation could be negotiated. Mr. Morera recalled that , in the past, the District met with the City when it requested relief; therefore, he hoped that, for the benefit of the community, the City would reciprocate.

Lewis stated that mitigation could be negotiated. Mr. Morera responding stating that they have in the past met with the City when they have asked the District for relief; therefore, he was hoping that for the benefit of the community they could see that in the same situation.

C. Engineering Consultant: *John McKune*

Mr. McKune explained that, five years ago, he met with the Lake Worth Drainage District to help resolve issues with trees and fences along easements. He explained that they discussed how to handle ROWs, their adjacent neighbors, fences on the ROW lines and fences, structures and gazebos on the property. Mr. McKune stated that, for 20 years, that district tried its best to cooperated and work with residents along the canals but had constant issues.

Consequently, that district made the decision to not allow anything in the ROWs. He explained that, for the Lake Worth Drainage District, this choice was effective.

Mr. McKune recommended mailing a letter to Lanzo, tomorrow, requesting that Lanzo contact the District. He discussed the process in resolving this type of contractor claim.

Mr. Prudhomme asked whether mediation was a negative connotation or if it was normal business practice. Mr. McKune responded that mediation was part of the business; it could be viewed as structured negotiation and it was non-binding.

Mr. Lewis explained that, in certain circumstances, there may be no choice but to accept the lowest bid, which was the main issue and reason why mediation and arbitration provisions existed. Mr. Lewis admitted that mediation creates a bad sentiment but, if someone bid on another project, the District would not be required to go out of its way to find out why they are not the lowest qualified contractor.

D. Field Supervisor: *Cory Selchan*

Mr. Selchan reported that the District received 6.5” of rain from November to December, and that, so far in January, the District received 1.5” of rain. He explained that there had been a lot of rain but last year’s rainfall total was 62”, which was a little low. The average amount was 65”, per year.

Mr. Selchan informed the Board that the crew, contractor and engineers, who were working on the City’s Art Walk project were doing a great job. He was pleased with the job; the City kept its standards high.

Mr. Selchan reported that his crew appreciated the Holiday Staff Luncheon with the Board and the time spent getting to know each of them. Mr. Morera hoped that the Board provided all of the tools that Mr. Selchan’s crew needed to complete their work more comfortably and efficiently.

Mr. Selchan thanked everyone for their patience and understanding while he was absent due to family circumstances. He is looking forward to 2015 and all of the projects and great improvements to flowage and easements.

E. Manager: *Wrathell, Hunt & Associates, LLC*

i. Approval of Unaudited Financial Statements as of November 30, 2014

Mr. Wrathell presented the Unaudited Financial Statements as of November 30, 2014 and the corresponding unreconciled cash balances. He indicated that the overall cash position on the “Balance Sheet” of the general fund was \$4,915,610.

Mr. Wrathell reported that some assessment collections had been received in November. He pointed out that the “Capitol Projects Fund” had a balance of \$480,334 in November.

Mr. Morera asked if, after the Canal Z project was completed, any funding would be available to finance the West Side bank. Mr. Wrathell responded that it depended on how the Canal Z project was concluded.

On MOTION by Mr. Maguire and seconded by Mr. Prudhomme, with all in favor, the Unaudited Financial Statements as of November 30, 2014, were approved.

ii. NEXT MEETING DATE: February 11, 2015 at 6:30 P.M.

Mr. Wrathell indicated that the next meeting is scheduled for February 11, 2015 at 6:30 p.m., at this location.

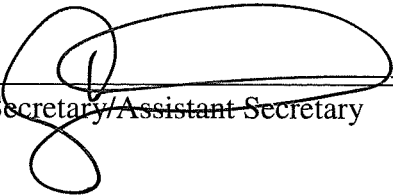
THIRTEENTH ORDER OF BUSINESS

Adjournment

There being nothing further to discuss, the meeting adjourned.

On MOTION by Mr. Prudhomme and seconded by Mr. Maguire, with all in favor, the meeting adjourned at 8:32 p.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]



Secretary/Assistant Secretary

Joe E. Moore

Chair/Vice Chair