

**MINUTES OF MEETING  
SUNSHINE WATER CONTROL DISTRICT**

A Regular Meeting of the Sunshine Water Control District's Board of Supervisors was held on **Wednesday, August 12, 2015, at 6:30 p.m.**, at **Sartory Hall, located in Mullins Park, 10150 NW 29 St. (Ben Geiger Drive), Coral Springs, Florida 33065.**

**Present at the meeting were:**

Joe Morera	President
Jim Maguire	Vice President
Daniel Prudhomme	Secretary

**Also present were:**

Doug Paton	Wrathell, Hunt and Associates, LLC
Terry Lewis	District Counsel
Gene Schriner	District Engineer
Steve Zielnicki	Craig A. Smith & Associates, Inc.
Cory Selchan	Field Superintendent
John McKune	McKune & Associates
Alicia Lewis	Greenspoon Marder, P.A.
Tony Grau	Grau & Associates
Ron Stein	City of Coral Springs
Bernie Moyle	Resident

**FIRST ORDER OF BUSINESS**

**Call to Order**

Mr. Morera called the meeting to order at 6:32 p.m.

**SECOND ORDER OF BUSINESS**

**Roll Call**

Mr. Paton 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.)*

Mr. Bernie Moyle, a resident, presented a drainage map for the Country Club of Coral Springs (County Club). He reported that the City has an issue with the lakes abutting the NW 29<sup>th</sup> Street cul-de-sac because the road was constructed too low and any storm event causes water to flow to house pads, which was substantiated in a report prepared by an engineer engaged by the City, several years ago. Mr. Moyle indicated that water cannot flow properly off the golf course because District improvements have not occurred and the lakes abutting NW 29<sup>th</sup> Street are filling with muck and mire, which should be dredged.

Mr. Moyle estimated that the Country Club paid \$30,000 in taxes, per year, for 40 years and maintains all of its lakes. He suggested that the City participate in the dredging cost and Ms. Jennifer Bramley, at the City, agreed. Mr. Moyle sees an opportunity for the District and the Country Club to cooperate and recalled that the District previously worked with the City, through an Interlocal Agreement. He recommended Doctor Dredge for the dredging work; for \$145,000, they will dredge and remove sludge from the lakes and encapsulate the sludge into bags, which can be placed along the lake bank or on the golf course. Mr. Moyle requested that the Board authorize him to work with Management on an Interlocal Agreement between the City, the Country Club and the District.

Mr. Maguire asked if the canal on NW 112<sup>th</sup> Avenue was Canal AA. Mr. Selchan advised that it is Canal BB; Canal AA is north of Canal BB. Mr. Maguire recalled that the District planned to include this canal and culvert as part of the Canal Z project.

Mr. Selchan indicated that funds were insufficient to include Canals AA and BB but District Staff spoke to the District Engineer about completing the finger off of NW 112<sup>th</sup> Avenue, which includes Canal BB. He explained that the canal is on District property; therefore, no cooperation by the District was necessary and flooding issues between now and completion of any work cannot be tied back to the District. Mr. Selchan reported that the District Engineer is currently working on a solution but, 200', starting at the small culvert that is the boundary of the golf course and around the corner to Canal BB, will be excavated.

Mr. Schriener advised that the plans for Canal 21A were in process and should be ready to go out for bid in a week or two. He will provide a bid package, at the next meeting. Mr.

Schriner felt that this was a good time to complete this work, as the golf course is closed and there is equipment on the golf course.

In response to Mr. Prudhomme's question, Mr. Moyle indicated that the purpose of the Interlocal Agreement between the City, the Country Club and the District, was to make the work more affordable. He believed in cooperation between the entities and noted that the Country Club is willing to pay their fair share of the dredging cost. With regard to legal obligations, the County Club's only obligation is to accept water onto its property but the main focus is to find a solution to drain water out. He reiterated that the City was "inclined" to cooperate with the County Club but there must be a funding source and it must be legal.

Mr. Prudhomme asked why the City was included in the agreement. Mr. Moyle indicated that the City is responsible for drainage flow from streets.

Mr. Morera believed that Mr. Moyle's proposal has merit but was interested in what the City "brings to the table", as the District's requirement will mirror the City's requirement, since the City and the District are public entities. He stated that, if the City is willing to contribute to the cost, the District would consider contributing, to the degree that funds are available, to make it feasible for the project to proceed and produce the end result, which is a well operated golf course, providing drainage for its residents while, at the same time, allowing for water retention.

Mr. Moyle will contact Mr. Wrathell regarding preparation of the Interlocal Agreement.

Mr. McKune agreed with Mr. Moyle's suggestion to dredge and offered leftover fill material from previous canal work. Mr. Morera requested that Mr. McKune and Mr. Moyle coordinate through the District Engineer.

Mr. Moyle asked if the fill is from the bottom of the canal. Mr. McKune replied affirmatively. Mr. Selchan indicated that it was a combination of clean fill and sludge. Mr. Moyle asked if the fill was tested. Mr. McKune recalled that the fill by the bridge, or Canal BB, was tested. Mr. Moyle expressed concern about the fill coming from years of runoff from roadways, which may include oil and grease. In response to Mr. Moyle's question, Mr. McKune did not know the amount of fill needed but noted that the length of the canal was 500'. Mr. Selchan explained that the amount of fill needed depends on the work performed; he did not know the amount needed for demucking because there is no probe measuring the amount of silt. The purpose is to de-silt the canal and remove loose material, to provide a better flow rate.

Mr. Morera asked Mr. Selchan's opinion of the proposed project. Mr. Selchan opined that the District is in the same situation as the City and Mr. Lewis should be involved to address

the legality of the District making improvements to private property. Mr. Selchan saw no reason why all parties could not cooperate.

**FIFTH ORDER OF BUSINESS**

**Presentation of Audited Financial Report for Fiscal Year Ended September 30, 2014, Prepared by Grau & Associates**

This item was deferred until later in the meeting.

**SIXTH ORDER OF BUSINESS**

**Consideration of Resolution 2015-4, Accepting the Audited Financial Report for the Fiscal Year Ended September 30, 2014**

This item was deferred until later in the meeting.

**SEVENTH ORDER OF BUSINESS**

**Discussion/Consideration: Coral Lago/Broken Woods**

**A. Consideration of Amendment to Land Swap and Water Management Agreement**

Ms. Alicia Lewis, of Greenspoon Marder, P.A. (Greenspoon Marder), representing K. Hovnanian T & C Homes at Florida, LLC (K. Hovnanian), the owner of Coral Lago, presented an amended Land Swap and Water Management Agreement. She indicated that the agreement includes a provision for recording the Coral Lago plat and requested that the deeds not be placed in escrow but provided upon execution of the agreement, as the recording of the plat will not occur until October or November, 2015.

**B. Consideration of Security/Lien Agreement Installation of Required Improvements (Coral Lago Plat)**

Ms. Lewis presented a Security and Lien Agreement for installation of required improvements on the Coral Lago plat and requested authorization, as a portion of the property is owned by the District.

Mr. Lewis reviewed both documents and provided minor comments on the Security and Lien Agreement. He advised that both agreements were in order and recommended approval.

In response to Mr. Maguire's question, Mr. Lewis indicated that he will provide the clean documents to the President, at the end of the meeting, for execution, notarization and return to Ms. Lewis.

Mr. Morera questioned what was included in addition to what the Board previously agreed to. Mr. Lewis explained that the amended Land Swap and Water Management Agreement allows the Escrow Agent to release the deeds for recording purposes and the owner to proceed with permitting for development of the parcel. Regarding the Security and Lien Agreement, the District is a necessary party, as a portion of the property is owned by the District; however, the District is not required to purchase insurance.

**On MOTION by Mr. Maguire and seconded by Mr. Prudhomme, with all in favor, the Amendment to the Land Swap and Water Management Agreement and authorization for the President to execute, were approved.**

**On MOTION by Mr. Maguire and seconded by Mr. Prudhomme, with all in favor, the Security/Lien Agreement for Installation of Required Improvements (Coral Lago Plat) and authorization for the President to execute, were approved.**

▪ **Consideration of Amendment to Construction Access and Utility Easement and Maintenance Agreement**

*\*\*\*This item was an addition to the agenda.\*\*\**

Mr. Lewis advised that, yesterday, Mr. Mark Lynn, of Greenspoon Marder, requested the Board's approval of an emergency item, as there was urgency on behalf of his client. Mr. Lewis reported that the City requested an additional condition to the Construction, Access and Utility Easement and Maintenance Agreement with Sample Road Investments, LLC (SRI), which was previously approved by the Board. Mr. Lewis read the following into the record:

*"This agreement is intended to amend and restate the terms of the certain Construction Access and Utility Easement and Maintenance Agreement recorded on March 16, 2015, under instrument number 112868585 of the public records of Broward County, Florida, for the sole purpose of adding that the public is a beneficiary of the easements granted herein"*

Mr. Lewis reviewed the amendment and had no objections.

Mr. Maguire agreed, as long as the entire agreement was already approved and this was an additional provision. Mr. Lewis verified that the agreement was recorded and this was a four line amendment.

**On MOTION by Mr. Maguire and seconded by Mr. Prudhomme, with all in favor, the Amendment to Construction Access and Utility Easement and Maintenance Agreement between the District and Sample Road Investments, LLC, clarifying that the easements are available to the general public, was approved.**

Mr. Lewis requested a clean copy of the amendment from Ms. Lewis.

**\*\*\*Mr. Grau joined the meeting at 6:57 p.m.\*\*\***

Mr. Morera requested that the Eighth and Ninth Orders of Business be discussed, prior to Mr. Grau's audit presentation.

**EIGHTH ORDER OF BUSINESS**

**Consideration of Drainage, Access and Maintenance Easement Agreement with the City of Coral Springs**

Mr. Lewis was advised by Mr. Jim Hickey, of the City of Coral Springs, that the Drainage, Access and Maintenance Easement Agreement, approved by the Board, was returned by the County with comments, none of which applied to the District.

Mr. Ron Stein, of the City of Coral Springs, explained that the County took exception to the signatures of Mr. Wrathell and Mr. Hickey, as there was no authorization from the Board. Mr. Stein reported that Mr. Hickey is in the process of providing a letter to the County, reflecting that he is allowed to execute the agreement and requested that Mr. Wrathell do the same.

Mr. Lewis requested a motion authorizing Mr. Wrathell to sign the agreement, on behalf of the Board.

**On MOTION by Mr. Maguire and seconded by Mr. Prudhomme, with all in favor, authorization for the District Manager to execute the Construction, Access and Utility Easement and Maintenance Agreement, on behalf of the District, was approved.**

Mr. Stein will coordinate with the City on the County's changes to the agreement.

Mr. Maguire asked if the County's changes were causing delays with the City breaking ground. Mr. Stein replied not yet; all issues should be resolved within the next 30 days, so the plat can be re-filed. Mr. Lewis will coordinate with Mr. Stein on District issues.

Mr. Prudhomme asked if Mr. Wrathell must provide a letter to the County, stating that he is allowed to execute the agreement. Mr. Lewis indicated that the minutes from this meeting were sufficient. Mr. Prudhomme pointed out that the minutes will not be approved until the next meeting. Mr. Lewis will provide a letter.

**NINTH ORDER OF BUSINESS**

**Continued Discussion: Fiscal Year 2015/2016 Proposed Budgets**

Mr. Paton referred to Page 10, of the proposed Fiscal Year 2016 budgets, and noted an overall increase in assessments of approximately 1.99%, from Fiscal Year 2015. He recalled that Mr. Wrathell presented the budgets last month and advised that next month is the public hearing.

Mr. Morera spoke with Mr. Wrathell about the “Total assessment % variance yr over yr”, of 1.99%, and recalled that the Board has the ability to increase the assessment amount up to 3%, if it wanted to generate additional funding for future projects. Mr. Paton concurred. Mr. Morera suggested increasing the assessment by 1% more, to 2.99%, if the Board agreed that it was warranted, or leaving it at 1.99%, as most residents will be impacted by proposed City increases. He estimated that 1.99% represents \$4.29, per resident, or \$72,209 in additional revenue.

Discussion ensued regarding the pros and cons of increasing assessments.

Mr. Maguire supported a 3% assessment increase. Mr. Prudhomme agreed, as the increase amounted to only \$0.40 per month and suggested providing this explanation to residents, if there are questions.

There was consensus from the Board to increase “Capital Outlay” to reflect an increase in the “Total assessment % variance yr over yr” from 1.99% to 2.99%, for Fiscal Year 2016.

▪ **Presentation of Audited Financial Report for Fiscal Year Ended September 30, 2014, Prepared by Grau & Associates**

*\*\*\* This item, previously the Fifth Order of Business, was presented out of order.\*\*\**

Mr. Grau presented the Audited Financial Report for Fiscal Year 2014.

Mr. Grau indicated that the “Independent Auditor’s Report”, on Pages 1 and 2, reflected a clean opinion, in accordance with generally accepted auditing standards.

Mr. Grau explained that “Management’s Discussion and Analysis”, on Pages 3 through 6, recapped the District’s activity throughout Fiscal Year 2014. He referred to the “Net Position” table, on Page 4, reflecting the District’s assets and liabilities, and “Total net position”, which increased from \$4,872,475, in Fiscal Year 2013, to \$5,977,156, in Fiscal Year 2014.

Mr. Grau reported that the “Changes in Net Position” table”, on Page 5, reflected the District’s revenues and expenses on a full accrual basis. He noted that revenues increased by \$50,000 and expenses decreased by \$600,000, mostly due to decreases in operation and maintenance (O&M) expenses, resulting in an increase in “Change in net position” of \$1,104,681. Mr. Grau recalled a positive \$364,937 “Change in net position” in Fiscal Year 2013. Grau called attention to the “Statement of Net Position”, on Page 7, noting \$574,766 in “Restricted for debt service”, \$381,830 in “Restricted for capital projects” and \$4,720,360 in “Unrestricted” funds. He explained that the “Statement of Activities”, on Page 8, is an income statement, reflecting expenses and allocating revenues.

Mr. Grau advised that the “Balance Sheet”, on Page 9, reflected the District’s cash, accounts payable and fund balances for the “General”, “Debt Service” and “Capital Projects” funds; it did not include any long-term liabilities or assets. He indicated that the “Total fund balance”, for the “General” fund was \$4,720,364. Some funds were assigned as working capital and others for disaster recovery. For the Debt Service” fund, he noted a “Total fund balance” of \$839,534, which must be used for debt service and \$381,830 in the “Capital Projects” fund.

Mr. Grau referred to the “Statement of Revenues, Expenditures and Changes in Fund Balance”, on Page 11, which is the income statement for the “General”, “Debt Service” and “Capital Projects” funds. He reported “Total revenues of \$3,414,755 for all funds, with the majority from the “General” fund and no revenues from the “Capital Projects” fund because of bond money expended for construction. Mr. Grau noted a small amount of principal and interest in the “General” fund for the capital lease, with most of the principal and interest coming from the “Debt Service” fund.

Regarding “Capital outlay”, Mr. Grau indicated that the majority of the \$1,668,413 was from the “Capital Projects” fund but there was \$35,022 in the “General” fund, for other miscellaneous capital assets. In total, he indicated a decrease in revenues and expenditures of \$417,685, due to the bond proceeds from capital projects.

Referring to “Note 5 - Capital Assets”, on Page 18, Mr. Grau reported the additions of \$1,633,361, which corresponded to the amount expended from the “Capital Projects” fund for infrastructure construction, of \$35,052 for equipment, from the “General” fund and “Total accumulated depreciation” of \$380,209. Mr. Grau referenced the explanation below Note 5, which reflected that, in October, 2010, the District approved a five-year Capital Improvement Plan (CIP) at a cost of \$19,807,000, generated from bond proceeds, and anticipated \$8.6 million



to be spent from internally generated funds. He believed that the District will have to borrow money, in order to spend \$19,807,000.

Mr. Grau referred to “Note 6 – Long-Term Liabilities”, on Page 19, and noted that, for the Series 2001 bonds, the District owed \$12,195,000, with \$235,000 paid off in Fiscal Year 2014. He reported that the capital lease was completely paid off and there was no change in “Compensated absences”.

Mr. Grau called attention to “Note 14”, on Page 21, regarding a subsequent event, pertaining to a supplemental payment of \$900,000, which Lanzo Construction Company (Lanzo) claimed the District owed. There was no resolution, as of the date that the audit was performed and, if the matter is resolved, the note will be modified.

Mr. Grau referred to the “Independent Auditor’s Report on Internal Control Over Financial Reporting and On Compliance and Other Matters”, on Pages 24 and 25, as required by government auditing standards, which had no findings. He reported that the “Independent Auditor’s Report on Compliance with the Requirements of Section 218.415, Florida Statutes”, on Page 26, is a new report required by the Auditor General to audit the District’s compliance with investment policy; the District was in compliance.

Mr. Grau pointed out the “Management Letter”, on Page 27, and “Report to Management”, on Page 28, which reflected no current or prior year findings.

Mr. Maguire commented that the audit was thorough. Mr. Grau indicated that he did not expect any issues.

**\*\*\*Mr. Grau left the meeting.\*\*\***

- **Consideration of Resolution 2015-4, Accepting the Audited Financial Report for the Fiscal Year Ended September 30, 2014**

**\*\*\* This item, previously the Sixth Order of Business, was presented out of order.\*\*\***

Mr. Paton presented Resolution 2015-4 for the Board’s consideration.

**On MOTION by Mr. Prudhomme and seconded by Mr. Maguire, with all in favor, Resolution 2015-4, Accepting the Audited Financial Report for the Fiscal Year Ended September 30, 2014, was adopted.**

**TENTH ORDER OF BUSINESS**

**Discussion: Ownership of District Records Relative to Transition of New District Engineer**

Mr. Lewis advised that all documents produced by the District are owned by the District but it does not answer the question of whether the District must pay IBI Group, Inc., (IBI), for scanning services, under the Public Records Law. He interpreted the law to reflect that the District is obligated to pay 15 to 20 cents for copies. Mr. Lewis reported that IBI provided all records, as a result of the Lanzo lawsuit, and that all documents were copied to a File Transfer Protocol (FTP) site, which is a large holding site for massive documents, and were sent to Mr. Matthew Taylor, at District Counsel’s office.

Mr. Lewis acknowledged that he never dealt with anyone who refused to turn over documents at the end of their representation but this was a moot point, as the District will have possession of all records, at the end of litigation, which Mr. Lewis will provide to Management.

Mr. McKune pointed out that, if the documents IBI placed on the FTP were limited to the Lanzo project, the District would not have all records, such as the pump station records, which are important. Mr. Lewis will confirm what documents were transmitted. Mr. Morera noted that the District Engineer should have the pump station records.

In response to Mr. Maguire’s question, Mr. Lewis acknowledged that the District was not paying IBI for copies and reiterated that the District has all records regarding the Lanzo dispute and the Canal Z project. Mr. Paton confirmed that IBI was not paid for copying records.

Mr. Lewis advised that the District has no choice, since IBI was the engineer of record and will be crucial witnesses to the Lanzo dispute. Mr. Maguire agreed.

In response to Mr. Maguire’s question, Mr. McKune confirmed that the \$27,000 paid to IBI, in June, was for prior engineering costs.

**ELEVENTH ORDER OF BUSINESS**

**Approval of June 10, 2015 Regular Meeting Minutes**

Mr. Morera presented the June 10, 2015 Regular Meeting Minutes and asked for any additions, deletions or corrections.

The following changes were made:

Lines 559 and 560: Change “amps” to “hp”

Lines 422 and 423: Remove “and is fairly large; it starts behind Coral Springs Elementary School and ends at Coral Springs Drive”

**On MOTION by Mr. Prudhomme and seconded by Mr. Maguire, with all in favor, the June 10, 2015 Regular Meeting Minutes, as amended, were approved.**

**TWELFTH ORDER OF BUSINESS****Supervisors' Communications**

Mr. Maguire was very pleased with the work that the District completed with the City in the area beside Art Walk; the area looks 100% better and construction of Art Walk was proceeding nicely. He felt that the contractor completed the work quickly and provided a reasonable price.

Mr. Prudhomme agreed that construction of Art Walk was proceeding nicely and complimented the demolition company for the Country Club project.

Mr. Prudhomme reported that Need Trees Trimmed, Inds., (NTTI) left a tree stump at the edge of the canal bank adjacent to Country Club Towers. Mr. Selchan confirmed that NTTI must correct a few items before receiving payment. They removed all trees from the canal bank but left the job site messy, left some stumps and did not remove trees by the tennis courts that were supposed to be removed. Mr. Selchan tried to talk to NTTI, several times but they are busy with other clients and have not been back on-site. Mr. Selchan explained that the stump that Mr. Prudhomme referred to is down a hill and it may not be possible to grind. Mr. Selchan will ask NTTI to cut the stump as flush as possible and treat it with an herbicide to prevent re-growth.

Mr. Prudhomme reported that Country Club Towers residents do not want to look at homes across the canal and asked if it is possible to plant a hedge of clusias at the parking lot line. Mr. Selchan suggested surveying the area if unsure that it is within the community's property line; according to the Property Appraiser website, the trees are at the community property line but the parking lot is not on District property. Mr. Selchan did not object, as long as Country Club Towers plants the Plusias on community property and follows City codes, rules and regulations. Mr. Selchan suggested placing the Plusias at the end of the parking lot asphalt. Mr. Selchan noted that the grass was recovering nicely, since the trees were removed.

Mr. Prudhomme reported that the prongs that hold the curb stops in the parking lot are loose. Mr. Selchan's staff will adjust the prongs.

In response to Mr. Morera's question, Mr. Selchan indicated that there are separate punchlists for his staff and NTTI.

Mr. Morera agreed that Art Walk is proceeding well and there is vast improvement to the adjacent area. He felt that, once the entire project is completed, including the new City Hall building, the visual impact will be evident.

Mr. Morera advised that the Multi-Cultural Committee will hold their yearly event at Heron Bay on September 26, 2015. The cost is \$55 for a cocktail hour, dancing and entertainment. He encouraged everyone to attend and support the Multi-Cultural Committee.

Mr. Morera reported several requests for a District business card. At his request, Management order business cards for the Board Members.

Mr. Maguire asked if someone can contact the Post Office about their trees, which need attention. Mr. Morera spoke to the Post Office Manager who provided the name of the individual in charge of the property. Mr. Morera asked Management to send a letter, informing the Post Office of the work the District is completing and their future responsibility. According to the Post Office Manager, the Post Office was not aware of the responsibility to maintain the canal bank and plantings behind the property and thought that the City was responsible. Mr. Paton confirmed that he prepared and mailed the letter.

In response to Mr. Maguire's question, Mr. Paton will follow-up with the Post Office.

Mr. Prudhomme requested that Management reschedule the December meeting, as it coincides with the City's holiday parade.

**THIRTEENTH ORDER OF BUSINESS****Staff Reports****A. Attorney: *Lewis, Longman & Walker, P.A.***

Mr. Lewis reported that, in February, 2015, the District entered into an Access and Maintenance Easement Agreement with CPAC Coral Springs LLC (CPAC) for CVS Pharmacy, granting them the authority to install a culvert in Canal U and allowing the District access to the culvert, for maintenance. He reported that CPAC is selling the property to Pre-Experience, Inc. and Mr. Paton spoke to the realtor.

Mr. Lewis indicated that a provision in the Access and Maintenance Easement Agreement authorized the District to provide an executed Estoppel Certificate to the owner, within 30 days of their request, showing no liens or defaults under the agreement. He noted that the District can wait 30 days but the realtor cannot. Mr. Lewis prepared the Estoppel Certificate and requested that the Board authorize execution.

**On MOTION by Mr. Maguire and seconded by Mr. Prudhomme, with all in favor, authorization for the President to execute the Estoppel Certificate for CVS Pharmacy, was approved.**

Regarding the Lanzo litigation, Mr. Lewis reported that previous discovery and interrogatories are proceeding and a period for depositions was set in September. He advised that, as anticipated, the judge appointed a mediator, who is a semi-retired Circuit Court judge in Broward County. Mr. Lewis indicated that the Board has no choice but to go through mediation, as it was mandated. He believed that the mediation will be scheduled for March or early April.

Mr. Morera reported that a Lanzo representative requested records. Mr. Lewis confirmed that Lanzo made a public records request, which was entirely redundant to the discovery request from Lanzo's attorney. Mr. Lewis contacted Lanzo's attorney and told him that this action was not necessary, as they were going to receive all records; Mr. Lewis heard nothing further.

Mr. Maguire asked who is providing counsel on the canal dredging.

Mr. Lewis advised that the District can enter into an Interlocal Agreement with the City and he will research whether the Country Club can enter an Interlocal Agreement between two public entities, which he doubted. Mr. Lewis pointed out that the Country Club was not prohibited from paying for their share nor were the District and the City prohibited from entering into an Interlocal Agreement. Mr. Lewis noted that, if there is a benefit to the District facilities in operating the system better, he will recommend that the District make that improvement.

Mr. Morera believed that there was already a contractor on site and a proposal was secured for the dredging work. Mr. Moyle confirmed that the City hired an engineer. Mr. Morera asked if the District should hire a contractor or seek proposals for a lower bid amount but did not want the District to do more than what was required.

Mr. Lewis indicated that, if a contractor was onsite and a price was secured, he saw no problem with the District paying some portion of the cost, if the cost was fairly apportioned. Mr. Schriener advised that he needs input from Mr. Selchan, as he did not know enough about the work to determine if the District benefits and what portion of the cost the District should pay. Mr. Schriener will contact the City's engineer to find out what was planned. Mr. Morera surmised that the City will have the same questions.

Mr. Selchan suggested that the District follow the City, as the work involves street drainage, which the District is not responsible for, although, the District accepts water from private property and off of the street. Mr. Morera had no objection.

Mr. Schriener pointed out that some of the lakes and ponds are full of duckweed and suggested finding a workable solution to improve water quality. Mr. Morera requested that Mr. Schriener obtain a proposal for the Board's consideration.

**B. Engineer: *Craig A. Smith & Associates***

- **Monthly Engineer's Reports**
  - **June 4, 2015 – July 1, 2015**
  - **July 2, 2015 – August 5, 2015**

Mr. Schriener presented the June and July Monthly Engineer's Reports. He recalled that three work authorizations were authorized by the Board; one for an update of the Water Control Plan, the second for District-wide storm water modeling and the third for the Canal 20-1A sediment removal project.

Mr. Schriener reported on the status of permits and reviews. He is waiting for the plans for the City's municipal complex, showing the culvert details and location of the boat ramp and currently reviewing canal sections to ensure their adequacy.

Mr. Zielnicki reported no objections to the permit modification for the Country Club of Coral Springs, which revised the Excavation and Fill Plan. He indicated that FDV Communications submitted a permit application for fiber optic cable crossings at Canals K and R and a recommendation letter was submitted, which was not completed in time for the agenda package. Mr. Schriener provided the letter to Mr. Paton.

Regarding current projects, Mr. Schriener stated that the two belts and pulleys for Pump Station 1 arrived and Mr. Selchan will install them on Friday, or early next week, and then the pumps will be running at a lower speed. Upon installation, Mr. Selchan will test the components and, if they pass, and Mr. Selchan is comfortable with their performance, the pump station will be deemed operational.

Mr. Schriener indicated that testing was performed on the electrical components and a voltage unbalance was located. He noted that transformer issues are the responsibility of Florida Power & Light (FPL) and a letter will be sent to FPL, directing them to address the issues. Mr. Schriener suggested that the City be included in the letter, as the electrical issues affect residents; he recommended that both pump stations be placed on the list of critical infrastructure.

Mr. Morera recalled that IBI was supposed to have done that but failed to do so.

In response to Mr. Morera's question, Mr. Selchan stated that, even with the large amount of rain received, the pumps were not used, as water was necessary to fill the canals. Mr. Morera asked if the performance of the motors will be impacted, once FPL corrects the power problem. Mr. Schriener replied it will help, as there is unbalanced power.

Mr. McKune explained that the problem with the low horsepower (hp) will not go away because the motors are undersized but the new pulleys will reduce the hp, as the pumps will be rotating at a slower rate, thereby reducing the amount of water pumped. He explained that the pumps will pump at the same rate as the old pumps but will not produce the amount anticipated with the original design. This would not have been the case if the motors were 150 hp.

Mr. Morera inquired if two of the four pumps were being changed. Mr. McKune replied affirmatively. Mr. Selchan explained that, during a rainstorm, the water is high in front of the pump station and low behind it and, when the pumps are turned on, the water in front starts to go down because the water is pumped out but the water behind starts to build, causing the pump to work harder, using more hp because the water is lifted and pushed against the water behind it.

Mr. Selchan desires the pumps to pump more water and, under the Water Management Permit Guidelines, three of the four pumps are allowed to run, every 24 hours, when water is pumped out of the District; two pumps will now work at a reduced speed with the higher static head but, when the head starts to affect the pumps, they will be switched out with the remaining pumps. He noted that District Staff will modify how the pump station is operated.

Mr. Schriener agreed that the pump station will operate differently than designed. The original amperages were 400 and were decreased to 364, which is a 91% reduction in the design speed and a 75% power and 75% amperage reduction, bringing the motors into a more operable range.

Referring to the amperage issue with FPL, Mr. Schriener indicated that, in a normal situation, all three pumps will be close to 140 hp but, during the test, one pump was 180 hp, another was 150 hp and a third one was 130 hp. He advised that all pumps must have similar hps to operate the motor efficiently. Mr. Schriener believed that, once all work on the pumps is completed, the pump station will be sufficient to meet the District's needs, in the event of a storm; it will be slightly better than the old pump station but not what was expected.

Mr. McKune referred to the reductions and clarified that there will not be a 91% reduction in the design speed but a reduction 91% of what was originally designed.

Regarding Canal 20-1A, Mr. Schrinier reported that bids for the canal clearing will be provided, at the next meeting.

Mr. Morera commented on the unusual drought and how many canals “dried up”. He suggested that Mr. Schrinier provide a proposal to remove silt from the canals, when weather conditions permit, and add to the canals that need silt. Mr. Schrinier will provide a continuing contract with a contractor that would come out, at Mr. Selchan’s discretion, to address any problem areas. He noted that one Improvement District has a continuing contract for everything, from small culverts to riprap.

Mr. Schrinier requested authorization to go out for bids. Mr. McKune advised that Mr. Schrinier can obtain bids without the Board’s approval and provide an award of contract recommendation, which will save time.

Mr. Schrinier reported that the Water Control Plan is being updated; staff is compiling permit information, pulling together plans and including information from the prior Water Control Plan. He noted that, part of the work authorization is for ICPR monitoring, which provides quantitative results; previous models completed by IBI and Chen Moore & Associates (Chen Moore) are being evaluated. The timing of this project will be announced at the next meeting. Mr. Morera agreed with having guidelines. Mr. Schrinier advised that the first component of the ICPR modeling is the West Outfall Canal.

Mr. Prudhomme asked if there are cost recovery dollars from the utility crossing. Mr. Zielnicki indicated that this was not evaluated. Mr. Schrinier suggested splitting the cost, similar to other cost recovery projects.

**C. Engineering Consultant: *John McKune***

There being no report, the next item followed.

**D. Field Supervisor: *Cory Selchan***

Mr. Selchan reiterated that the work at Country Club Towers was completed and he was waiting for the contractor to return on site.

Regarding Canal K, Mr. Selchan reported that the project was completed and looks great without the overgrowth and with new sod. He will ask the contractor to replace the St. Augustine sod on the residential side because it appears unhealthy.

Mr. Selchan reported that the District received over one inch of rain yesterday, which dramatically effected water levels in the east and west basins; however, the water level remained



extremely low in the east basin. The level is currently 5.5’ high and it should be 7.5’ high. The canal is a few tenths under its normal water level; it has not been that high for over a year.

Mr. Selchan toured today, with Mr. Rick Woodville, which was his first tour of the District. Mr. Selchan thanked Mr. Woodville for taking time out of his schedule for the tour.

Mr. Prudhomme questioned if the District is fully staffed. Mr. Selchan indicated that a new employee is picking up debris. He is a hard worker and has a good worth ethic.

Mr. Prudhomme reported that the canal next to Country Club Towers is extremely dry.

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

**i. Approval of Unaudited Financial Statements as of June 30, 2015**

Mr. Paton presented the Unaudited Financial Statements as of June 30, 2015. He referred to Page 2, and noted that assessment collections were at 98%; the remaining 2% will be collected through tax certificate sales.

Mr. Morera recalled that the Board increased “Designated – disaster recovery” from \$2,000,000 to \$2,500,000. Mr. Paton explained that this will be reflected in the Fiscal Year 2016 budget.

**On MOTION by Mr. Prudhomme and seconded by Mr. Maguire, with all in favor, the Unaudited Financial Statements as of June 30, 2015, were approved.**

**ii. NEXT MEETING DATE: September 9, 2015 at 6:30 P.M.**

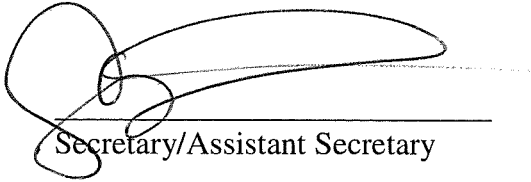
Mr. Paton indicated that the next meeting will be held on September 9, 2015 at 6:30 p.m., at this location. Management will confirm that the December meeting will not coincide with the City’s holiday parade.

**FOURTEENTH ORDER OF BUSINESS**

**Adjournment**

There being no further business to discuss, the meeting adjourned.

**On MOTION by Mr. Maguire and seconded by Mr. Prudhomme, with all in favor, the meeting adjourned at 8:23 p.m.**



Secretary/Assistant Secretary

Joe E. Moran

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Chair/Vice Chair