

1 **MINUTES OF MEETING**  
2 **SUNSHINE WATER CONTROL DISTRICT**

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4 A Regular Meeting of the Sunshine Water Control District's Board of Supervisors was  
5 held on **Wednesday, January 13, 2016, at 6:30 p.m., at Sartory Hall, located in Mullins**  
6 **Park, 10150 NW 29 St. (Ben Geiger Drive), Coral Springs, Florida 33065.**  
7

8 **Present at the meeting were:**

9  
10 Joe Morera President  
11 Jim Maguire Vice President  
12 Daniel Prudhomme Secretary  
13

14 **Also present were:**

15  
16 Craig Wrathell District Manager  
17 Doug Paton Wrathell, Hunt and Associates, LLC  
18 Cindy Cerbone Wrathell, Hunt and Associates, LLC  
19 Alfred J. Malefatto District Counsel  
20 Mathew Taylor Lewis, Longman & Walker, P.A  
21 Steve Zielnicki Craig A. Smith & Associates, Inc.  
22 Steve Smith Craig A. Smith & Associates, Inc.  
23 Orlando Rubio Craig A. Smith & Associates, Inc.  
24 Cory Selchan Field Superintendent  
25 John McKune McKune & Associates  
26 Mike Wilson Broad and Cassel  
27 Michael Kennedy Ciklin, Lubitz & O'Connell  
28 Michael Gore Ciklin, Lubitz & O'Connell  
29 Court Reporter  
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32 **FIRST ORDER OF BUSINESS**

**Call to Order**

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34 Mr. Morera called the meeting to order at 6:30 p.m.  
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36 **SECOND ORDER OF BUSINESS**

**Roll Call**

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38 Mr. Wrathell called the roll and noted, for the record, that all Supervisors were present, in  
39 person.  
40

41 **THIRD ORDER OF BUSINESS**

**Pledge of Allegiance**

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43 All present recited the Pledge of Allegiance.

44 **FOURTH ORDER OF BUSINESS** **Recess Regular Meeting**

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46 The Regular Meeting recessed at 6:32 p.m.

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48 **FIFTH ORDER OF BUSINESS** **Commencement of Attorney-Client**  
49 **Session**

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51 The Attorney-Client Session commenced 6:32 p.m.

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53 **SIXTH ORDER OF BUSINESS** **Termination of Attorney-Client Session**

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55 The Attorney-Client Session closed at 7:55 p.m.

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57 **SEVENTH ORDER OF BUSINESS** **Reconvene Regular Meeting**

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59 The Regular Meeting reconvened at 7:55 p.m.

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61 **EIGHTH ORDER OF BUSINESS** **Public Comments [3-Minute Time Limit]**  
62 **(Comments should be made from the**  
63 **microphone to ensure recording. Please**  
64 **state your name prior to speaking.)**

65  
66 There being no public comments, the next item followed.

67 **▪ Consideration of Special Counsel for Potential IBI Litigation**

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

69 Mr. Wrathell asked each firm to leave the meeting while the other was presenting.

70 **▪ Broad and Cassel**

71 Mr. Mike Wilson, Chairman of Construction Litigation at Broad and Cassel, felt that  
72 Broad and Cassel is uniquely qualified to assist the District because of the type of practice and  
73 clientele the firm has.

74 Mr. Wilson provided a brief overview of his construction litigation experience.

75 Mr. Wilson stated that, from reading the Engineer’s Report and other materials provided,  
76 it appeared that the District has a clear case of violation of contract and the applicable standard  
77 of care. Numerous defenses are normally seen from insurance companies and each will be  
78 applicable to the District’s case. The defenses include betterment, substantial performance under  
79 the standard of care and economic waste, each of which will be heavily litigated. Based on his  
80 experience, the insurance company will not pay the money needed without litigation. Litigation

81 will be the option, under the agreement, as the contract does not have a mandatory mediation  
82 process; although the District may be able to mediate the case before litigating. Ultimately, a  
83 civil action must be filed in Broward County Court.

84 Mr. Wilson stated that Broad and Cassel tried not to make fees an element of any  
85 representation. The firm is interested because it predominantly handles plaintiff cases and is  
86 interested in alternative and flexible fee arrangements. The hourly rates are competitive and he  
87 urged the Board not to let the hourly rate be an impediment to selection of the firm. Broad and  
88 Cassel is handling cases under alternative rates, such as, blended rates, partial rates, partial  
89 contingency and partial deferrals.

90 Mr. Wilson felt comfortable with the information provided but could foresee some  
91 challenges with the insurance carrier’s lawyers based upon the three defenses listed.

92 Mr. Maguire asked if the foreseen challenges were reasonable, if they could be overcome  
93 and what time frame to resolve the matter. Mr. Wilson indicated that the matter would be  
94 considered a complex construction case and assigned an 18-month tract to trial. Most cases of  
95 this type do not go to trial and settle after a second mediation. Insurance carriers do not normally  
96 settle, up front; the first mediation would be scheduled in three to four months and the second  
97 mediation between six and seven months, with the hope of resolution at the second mediation.  
98 The decision of whether the case will be settled is, partly, the District’s. He explained the prime  
99 defenses of betterment, economic waste and substantial performance under the standard of care.  
100 Another possible defense is the claim that 91% performance is near enough to what was  
101 requested; however, that type of defense does not generally work. These types of cases come  
102 down to a battle of experts. The contract does not specify the type of trial required and, in Mr.  
103 Wilson’s experience, public entities generally fare better with a jury trial.

104 Mr. Morera asked if Mr. Wilson had any litigation against IBI Group Inc. (IBI). Mr.  
105 Wilson had not.

106 Mr. Morera asked if anything concerned Mr. Wilson regarding the potential legal  
107 defense. Mr. Wilson was not concerned but noted a comment in the report that required  
108 clarification about issues with Pump Station #1 when it went on line.

109 Mr. Morera indicated that Broad and Cassel quoted \$395 per hour and Ciklin, Lubitz &  
110 O’Connell (Ciklin, Lubitz) agreed to the government rate. Mr. Wilson stated that Broad and  
111 Cassel would match the rate Ciklin, Lubitz agreed to. Mr. Malefatto stated that District Counsel

112 charged the government rate of \$295. Mr. Wilson replied that \$295 per hour would not be a  
113 problem.

114 Mr. Wilson would represent the District, if chosen. He handles 80% of the work in his  
115 cases and assigns one associate, per case, to handle the lower level items. Mr. Wilson would  
116 handle all decisions, court appearances of note and key depositions.

117 Mr. Malefatto stated that his firm completed an analysis of the case and that District  
118 Counsel recommended hiring outside counsel because of a business conflict.

119 Mr. Morera pointed out that the date that the District became aware of the issues would  
120 impact whether the case can proceed. Mr. Wilson agreed that, if the District knew about the  
121 issues for more than four years from the day the suit is filed, it would be a substantial  
122 impediment, on a per project basis.

123 Mr. Malefatto advised that his firm analyzed the two-year statute for professional  
124 liability. Mr. Wilson believed 95.11.2C was the most applicable.

125 Mr. Wrathell recalled discussion when IBI asked the District to certify the project as  
126 substantially complete; there was a lot of time between when construction was reasonably done  
127 and acceptance of the project as substantially complete. Mr. Selchan was uncertain when the  
128 pump stations went on line but issues were not immediately noticed.

129 Mr. Wilson recommended that the District immediately send out F.S. Chapter 558 notice  
130 letters to the design team, which will toll the statute of limitations for 90 days.

131 Mr. Morera indicated that, because of IBI's involvement in another matter, the District  
132 must consider the impact of those letters. Mr. Wrathell recommended pursuing the IBI matter  
133 singularly, without that consideration.

134 Mr. Wilson advised that the District could enter into a six-month or one-year contractual  
135 tolling that would allow the District time to complete the other matter but recommended sending  
136 out the F.S. Chapter 558 letter immediately.

137 Mr. Maguire asked if Mr. Wilson litigated similar cases. Mr. Wilson replied that he  
138 represented 16 to 18 similar cases.

139 Mr. Maguire asked about Mr. Wilson's success rate. Mr. Wilson has a 75% municipality  
140 settlement success rate; he tried 28 cases and lost three.

141 Mr. Morera asked if Mr. Wilson would recommend a judge or jury trial. Mr. Wilson  
142 would recommend a jury trial, as the District provides a valuable service to the public and the  
143 case is not overly complicated.

144 Mr. Wilson left the room

145 ▪ **Ciklin, Lubitz & O'Connell**

146 Mr. Michael Kennedy introduced himself and Mr. Michael Gore, of Ciklin, Lubitz.

147 Mr. Kennedy stated that this is the type of case that Ciklin, Lubitz handles. The firm  
148 specializes in construction law and, based on the Engineer's Report, the District appears to have  
149 a solid case. Professional negligence cases are guided by the standard in the community for  
150 professional services. The Hydraulic Institute set forth parameters for proper practice and they  
151 were not followed, making this a case of negligence. There are secondary issues, which will  
152 impact damages, related to first cost/second cost, the timeliness of the claim and the amount of  
153 damage to would be incurred. The first cost/second cost is always a defense by professionals.

154 Mr. Kennedy provided a brief overview of his qualification and experience. He has  
155 handled 60 or 70 of these types of cases, both defending and prosecuting. His philosophy would  
156 be to try to resolve the case quickly. Approximately 90% of engineers' professional liability  
157 insurance policies have a deductible reduction clause if the case is mediated or mediated before  
158 suit, making it in the engineer's best interest to settle.

159 Mr. Kennedy recommended sending a F.S. Chapter 558 Notice of Demand, causing the  
160 engineer's insurance company to comply with the insurance statute and provide the District with  
161 a copy of the policy, as well as making its defenses known.

162 Mr. Gore generally represents contractors and is almost always adversary of the engineer.

163 Mr. Maguire asked if Mr. Kennedy tried similar cases. Mr. Kennedy has tried similar  
164 cases, including a sewage arbitration case with a pumping issue and drainage cases involving  
165 pump stations. If Ciklin Lubitz is hired, Mr. Kennedy and Mr. Gore will be the attorneys  
166 handling the case.

167 Mr. Morera asked if Mr. Kennedy had any concerns with the materials provided. Mr.  
168 Kennedy's main concern was the first cost/second cost defense. If something should have been  
169 included in the design but was not, there may be the argument that the District would have paid  
170 for that cost anyway and, therefore, the defendant would ask for a reduction in damages. He was  
171 unsure when the issue was discovered but would immediately get the case into the litigation  
172 process or obtain a tolling agreement; some parties are willing to enter into a tolling agreement to  
173 work through matters to avoid being reported on.

174 Mr. Morera asked about statute of limitation concerns. Mr. Kennedy stated that the  
175 Engineer’s Report is well within the statute but there are other potential defenses. Mr. Kennedy  
176 reiterated that he would handle the case personally and Mr. Gora would assist.

177 Mr. Maguire asked if Mr. Kennedy had any past dealing with IBI. Mr. Kennedy has not  
178 but he knows Mr. Wohlfarth through professional organizations.

179 Mr. Kennedy and Mr. Gore left the room.

180 Mr. Morera opened discussion regarding the selection of Special Counsel for potential  
181 litigation against IBI.

182 Mr. Wrathell recommended that, if the Board makes a decision tonight, they should direct  
183 District Counsel to prepare a form of agreement. Both firms appeared open to negotiating fees  
184 and willing to match Lewis, Longman & Walker, P.A’s blended government rate. Because both  
185 firms recommended the F.S. Chapter 558 letters, Mr. Wrathell suggested quickly engaging  
186 counsel to ensure that the statute of limitations does not become an issue.

187 Mr. Malefatto recalled that, as reflected in the December 7, 2015 Regular Meeting  
188 Minutes, he and Mr. Taylor met with Staff in December and determined that the statute did not  
189 begin to run until May, 2015, when, during a site visit, it became apparent to Staff that there was  
190 a design problem.

191 Mr. Wrathell indicated that the bonds were issued in 2011 and there was a long passage  
192 of time between completion of the project and deeming it substantially complete. Mr. Malefatto  
193 agreed that the first step of the process was sending the F.S. Chapter 558 demand letters.

194 Mr. Maguire asked if Staff had experience working with either firm.

195 Mr. Wrathell worked with Broad and Cassel as developers’ counsel on huge projects,  
196 such as Midtown Miami. He felt the District should retain the most experienced firm, as IBI has  
197 the financial means to hire a “pit-bull” defense team.

198 Mr. Malefatto did not know Mr. Wilson, but knows Mr. Kennedy and both firms’  
199 practice areas are very similar. Ciklin Lubitz has a single, local office. He has worked with  
200 Broad and Cassel in real estate matters but not construction litigation. Broad and Cassel is a  
201 larger, statewide, firm.

202 Mr. Taylor worked with both firms, in a construction aspect, and litigated against Broad  
203 and Cassel and found them to be very capable. He had dealings with Ciklin Lubitz and they are  
204 well known for their construction litigation expertise.

205 Mr. Maguire asked which firm would be comparable, assuming that IBI hires a “pit-bull”  
206 attorney. Mr. Taylor was more familiar with Ciklin Lubitz’s construction expertise. Both firms  
207 are “top notch”.

208 Mr. Prudhomme favored Broad and Cassel. He felt that Mr. Wilson was more apt  
209 explaining his expertise but Mr. Kennedy was trying to tailor his presentation to this specific  
210 situation. Mr. Prudhomme would rather hear about the attorney who tried 28 cases and lost three  
211 and has a 75% settlement rate. He believed that Mr. Wilson connected better with the Board.

212 Mr. Maguire thought both firms were very good but Broad and Cassel appeared more  
213 prepared, considering both were provided with the same information. He liked Mr. Wilson’s  
214 litigation experience and favored Broad and Cassel.

215 Mr. Morera voiced his opinion that either firm was a good choice but Broad and Cassel  
216 had a wealth of experience and a broad reach that would represent the District well.

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**On MOTION by Mr. Maguire and seconded by Mr. Prudhomme, with all in favor, engaging Broad and Cassel, setting a maximum blended rate of \$295 per hour, authorizing District Counsel to prepare an agreement and authorization for the President or Vice President to execute, were approved.**

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**NINTH ORDER OF BUSINESS**

**Continued Discussion: Pump Stations #1 & #2**

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Mr. Smith indicated that a draft of the Pump Station #2 report was provided to Staff for finalization next month.

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Mr. Morera noted that the report was taking longer than the Pump Station #1 report and asked if more challenges were encountered.

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232

Mr. Smith explained that the District Engineer wants the report completed correctly.

233

Mr. Selchan asked if the Pump Station #2 report should be presented at a meeting before it is discussed with the Board Members.

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Mr. Wrathell noted that, now that Special Counsel was engaged, Staff may want to review the report before it is placed on an agenda.

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Mr. Malefatto advised that the report will be a public record document and cannot be kept from the public or IBI. He recommended that the District Engineer complete the report, with Mr. Selchan’s input, and submit it to the Board.

238

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240 Mr. Selchan clarified that he and Mr. McKune would like to finalize the  
241 recommendations prior to presenting the final report to the Board.

242 Mr. Taylor advised that the report would not affect the timing of Special Counsel sending  
243 the F.S. Chapter 558 letters.

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245 **TENTH ORDER OF BUSINESS** **Consideration of Special Counsel for**  
246 **Potential IBI Litigation**

247  
248 **A. Broad and Cassel**

249 **B. Ciklin, Lubitz & O’Connell**

250 This item was presented after the Eighth Order of Business.

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252 **ELEVENTH ORDER OF BUSINESS** **Approval of the December 7, 2015**  
253 **Regular Meeting Minutes**

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255 Mr. Morera presented the December 7, 2015 Regular Meeting Minutes and asked for any  
256 additions, deletions or corrections.

257

258 **On MOTION by Mr. Prudhomme and seconded by Mr.**  
259 **Maguire, with all in favor, the December 7, 2015 Regular**  
260 **Meeting Minutes, as presented, were approved.**

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263 **TWELFTH ORDER OF BUSINESS** **Supervisors’ Communications**

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265 Mr. Prudhomme stated that, this past Monday, there was a ribbon cutting at Kiwanis Park  
266 for their new facility, which was a nice validation for Ms. Mary Boast, Kiwanis Club of Coral  
267 Springs & Parkland President. The Safety Town Program is 29 years old.

268 Mr. Morera indicated that there are many things happening in the District and hoped for  
269 positive outcomes that will continue to allow the Board to operate and provide the service that  
270 residents expect of them.

271

272 **THIRTEENTH ORDER OF BUSINESS** **Staff Reports**

273

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

275 There being no report, the next item followed.

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



277 • **Monthly Engineer's Report: December 1, 2015 – January 6, 2016**

278 Mr. Zielnicki indicated that the Permit Criteria Manual was modified and distributed to  
279 Staff for final review.

280 Mr. Orlando Rubio, Senior Supervising Engineer, presented the Interconnected Pond  
281 Routing (ICPR) modeling draft findings for the West Outfall Canal between Canal Z and the  
282 Pump Station. Mr. Selchan and Mr. McKune reported hydraulic issues with the pump. As  
283 survey information was not incorporated into the previous consultants' model, Mr. Rubio used  
284 Army Corp of Engineers' (Corps) model. The two-mile channel and bridges were surveyed,  
285 which were not represented in the previous ICPR model.

286 Mr. Rubio indicated that once all the survey data was entered, four scenarios were run  
287 with varying pumps pushing water to determine how high the water rises in the system when the  
288 pumps are performing. When modifications were made in the model of the channel, to lower the  
289 water surface profile of Canal Z, it was discovered that the higher the elevation of Canal Z, the  
290 more upstream issues there were. Downstream improvements would benefit a larger area.

291 Mr. Rubio referred to an illustration of the surveyed channel bottom. He noted that, at  
292 one time, the original survey had the bottom of the channel much higher but survey crews  
293 verified that the channel bottom elevations were lower. Mr. Rubio identified a hump that  
294 affected everything upstream.

295 Mr. Maguire asked how low the area was. Mr. Rubio stated that it was -1' elevation.  
296 At the pump station, where the ramp comes down to the pump station, the bottom slab was at -4'  
297 elevation and increased to 0' elevation. He pointed out Riverside Drive, Atlantic Boulevard, the  
298 water main crossing, the bridge connecting the two parks and Coral Springs Drive. Survey  
299 crews verified the channel bottom at the bridges. The model was run to determine what would  
300 happen if the canal elevation was lowered to -5' elevation. Under the existing conditions, there  
301 is approximately 2' of head loss in that canal. He reviewed a typical cross section to see what  
302 type of improvements can be made to lower the profile and compared a typical cross section and  
303 a channel section with a modified lower channel bottom. The greater the area, the lower the  
304 head loss and the better the pump system will function.

305 Mr. Rubio discussed the possibility of lowering the slab at the pump station to a flat -4'  
306 elevation and continuing from the end of the concrete point to Riverside Drive. A -3' elevation  
307 would be targeted on the north side of Riverside Drive. Understanding maintenance access and  
308 that residents are responsible to maintain up to the canal, there is 170' of right-of-way (ROW),

309 which, per South Florida Water Management District's (SFWMD) criteria, would allow for a 4:1  
310 slope 1' above and 2' below control elevation, which is 7.5'; the slope was sloped down to 5.5'  
311 at the bottom and then a steep side slope of 2:1, to a wide bottom of 41'.

312 Mr. Morera asked what would provide the District the most "bang for the buck" and what  
313 is the minimum the District could do to improve what is in place now. Mr. Rubio indicated  
314 would need to obtain record drawing of the bridges to find out how deep we can really go that  
315 will tell them where they can get the best bang for the buck. The model is only an idea of the  
316 improvements that could be made.

317 Mr. Morera believed that any work that was proposed to be done on the bridges was to be  
318 done by Broward County in conjunct to District excavation.

319 Mr. Selchan explained that Mr. Rubio is trying to find the best cross section that will  
320 provide the flow needed to the pump station. The county's designs are necessary to determine  
321 how much can be dug under the bridges. In the past, Staff talked to the county about Coral  
322 Springs Drive being a problem; it is an old bridge, with an old design and the county was not  
323 willing to go any wider or lower than 0' but the data being compiled by Mr. Rubio was not  
324 available to show that the depth is not sufficient.

325 Mr. Rubio noted that the survey data is lower than 0'. Discussion ensued regarding the  
326 bridges.

327 Mr. Rubio stated that the improvements should start at the pump station and progress  
328 upstream. He reiterated that the area was almost two miles long and there were budgetary  
329 constraints; therefore; the improvements could be phased.

330 Mr. Rubio stated that the next step in the process was obtaining the as-built plans for each  
331 of the bridges to determine how deep the channel can be made.

332 Mr. Morera asked the difference in the benefit of 1' of depth versus the cost of  
333 excavation. Mr. Rubio replied that the costs were not yet computed but a 1' improvement would  
334 be significant to the upstream areas.

335 Mr. Maguire asked what benefit the District would receive.

336 Mr. Rubio stated that the modeling was based on the assumption that the pumps were  
337 functioning as they were meant to function.

338 Mr. Maguire asked if redesigning the slope would achieve better flow and more water for  
339 the 50-year-storm.

340 Mr. McKune indicated that the two separate issues are a canal reconstruction project and  
341 Pump Station #2, which both require some expenditure. It may be more cost effective to dig  
342 than to rebuild a pump station. Increasing the efficiency of the West Outfall Canal should enable  
343 the pump station to function properly. The water elevation in front of the pump station is the key  
344 to having the pumps operate properly without overheating.

345 Mr. Wrathell clarified that the District acknowledged flaws with how the pump stations  
346 were designed. What was suggested would improve the flow coming to the pump station, which  
347 will help those deficiencies and, once the pump station deficiencies are corrected, these  
348 improvements will serve to help the pump stations function even better.

349 Mr. McKune reiterated that the improvements were important, not just to the function of  
350 the West Outfall Canal but to the function of the pump stations.

351 Mr. Smith stated that CAS had to start somewhere, as far as the model goes; now it's a  
352 matter of tweaking, understanding the current conditions, examining a sample section of what  
353 could be done and, then, taking the next step to improve the upstream areas. The previous model  
354 was not a true representation of the conditions in the field. The District Engineer will continue  
355 working with Staff to develop the best solution to improve the canal from functional and  
356 financial standpoints.

357 Mr. Selchan stated that, once the pump station is functioning, as designed, the goal is to  
358 get the maximum amount of water to it when it is operating. Another project mentioned was  
359 filling in along the bottom and looking at high points and areas around bridges.

360 Mr. Rubio indicated that the model illustrated a proposed channel bottom but there are  
361 sections in the canal that are already deeper than -3' elevation, so, as long as the width is as wide  
362 as it should be, there would be no need to fill.

363 Mr. Paton asked if the Riverside Drive and Atlantic Boulevard bridges had the same  
364 piling issues and if Broward County indicated whether anything would be done to those bridges.  
365 Mr. Rubio stated that the bridges all had pilings and, while he has not spoken to the county about  
366 Coral Springs Drive, he wants to obtain the plans.

367 Mr. Paton surmised that the bridges were impediments to water flow. Mr. Rubio agreed  
368 and noted that the Riverside Drive and Atlantic Boulevard bridges are a good width but the  
369 bottom elevation is high. The Coral Springs Drive bridge is actually two bridges; the north  
370 bridge has a -3' elevation and the south bridge has a -1' or -2' elevation. Something is causing  
371 material to deposit there.

372 Mr. Smith stated that it would help resolve the issue if the bridge was originally designed  
373 with a lower bottom and the county were willing to excavate back to that depth.

374 Discussion ensued regarding excavation.

375 Mr. Selchan stated that what can be done within the confines of the bridges is being  
376 reviewed. In the beginning, the county was willing to work with the District; however, the Canal  
377 Z project took longer than expected and the contact with the county was lost. Once the bridges  
378 as-built information is received, a discussion will take place had with the county to determine the  
379 maximum width and depth of the canal.

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

381 There being no report, the next item followed.

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

383 Mr. Selchan reported that the District received an extraordinary amount of rainfall for this  
384 time of year. The East Basin is unusually high; the water level would normally be 7' and is  
385 currently 8'2". The West Basin is currently at 8'1".

386 Mr. Selchan noted an accident on Sample Road, on December 23, 2015. A vehicle ran  
387 into the county sewage blow off line and sewage ran down the street and into the canal. The  
388 county tried to prevent as much of the raw sewage from flowing into the canal, as possible, and  
389 took all appropriate measures to aerate the canal with a bubbler. The bubbler was in place for  
390 eight to 14 days and the water was sampled daily until it was at a safe level to remove the  
391 bubbler. Mr. Selchan met with the city's public works director to discuss how the county should  
392 communicate with the District following of this type of event, going forward. The county will  
393 provide the District with all of the data for the water samples taken following the incident.

394 Mr. Maguire asked if the District was fully staffed. Mr. Selchan stated that it was not.  
395 Mr. Maguire noticed trees near a canal and wondered if the District should hire someone with  
396 tree trimming experience. Mr. Selchan preferred not to get into the tree cutting business, as trees  
397 of any size become political issues. Discussion ensued regarding tree removal.

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

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

400 Mr. Wrathell presented the Unaudited Financial Statements as of November 30, 2015.  
401 Page 2 reflected that assessment revenue collections were at 10%. Page 4 reflected the  
402 November 1, 2015 interest payment on the bonds.

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

**ii. NEXT MEETING DATE: February 10, 2016 at 6:30 P.M.**

Mr. Wrathell indicated that the next meeting will be held on Wednesday, February 10, 2016 at 6:30 p.m., at this location.

**FOURTEENTH ORDER OF BUSINESS                      Adjournment**

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

**On MOTION by Mr. Prudhomme and seconded by Mr. Maguire, with all in favor, the meeting adjourned at 9:40 p.m.**

DRAFT

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

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Chair/Vice Chair

DRAFT