

**MINUTES OF MEETING
SUNSHINE WATER CONTROL DISTRICT**

A Regular Meeting of the Sunshine Water Control District's Board of Supervisors was held on **Wednesday, July 13, 2016 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:

Cindy Cerbone	Wrathell, Hunt and Associates, LLC
Terry Lewis	District Counsel
Gene Schriener	District Engineer
Steve Zielnicki	Craig A. Smith & Associates, Inc.
Cory Selchan	Field Superintendent

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

Ms. Cerbone 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

**Presentation of Audited Financial Report
for Fiscal Year Ended September 30,
2015, Prepared by Grau & Associates**

Mr. Morera asked why a representative from Grau & Associates (Grau) was not presenting the audit, as was customary. Ms. Cerbone would verify if the auditor contacted Mr. Wrathell to confirm that they would not attend. Mr. Lewis surmised that the auditor did not attend because there were no issues of noncompliance.

Ms. Cerbone asked if postponing this item until the next meeting would cause any issues with filing the audit with the Auditor General. Mr. Morera had no intention of delaying the audit presentation but was disappointed that a representative from Grau did not attend the meeting. Mr. Prudhomme and Mr. Maguire agreed. Ms. Cerbone would follow-up with Mr. Wrathell about the Board’s feedback and email the Board to advise why Grau did not attend.

Mr. Lewis could not recall a time when a representative of Grau did not attend and advised the Board to accept the audit and request that Grau explain why they did not attend.

Ms. Cerbone presented the Audited Financial Report. The “Independent Auditor’s Report”, on Pages 1 and 2, reflected a clean opinion. The “Management’s Discussion and Analysis”, on Page 3, which provided an overview of the District’s financial activities during Fiscal Year 2015. On September 30, 2015, the District’s governmental funds reported combined ending fund balances of \$6,934,875, which was an increase of \$993,147. According to Page 5, the District’s net position increased in Fiscal Year 2015, as revenues exceeded expenses. Under “Governmental Budgeting Highlights,” on Page 5, actual “General” fund expenditures did not exceed appropriations for Fiscal Year 2015; if it did, a budget amendment would be necessary. Under “Capital Assets, on Pages 5 and 6, the District had \$15,568,299 invested in land, infrastructure, infrastructure under construction and equipment. There was depreciation of \$3,466,931, which resulted in a net book value of \$12,101,368. On Page 6, under “Economic Factors and Next Year’s Budgets and Other Events”, increased costs for capital projects were anticipated but general operations were anticipated to remain fairly constant.

Ms. Cerbone reported that in the “Statement of Revenues, Expenditures, and Changes in Fund Balances”, on Page 11, related to the District’s “Governmental Funds”, the auditor did not

find anything inappropriate in the District's booking of the financial transactions and controls over the processes. The "Notes to Financial Statements", on Pages 13 through 21, explained the financial statements, basis of governmental accounting and the activities of the "General", "Debt Service" and "Capital Projects" funds. Page 15 addressed the significant accounting policies related to deposits and investments, prepaid items and capital assets and recapped the depreciable lives for machinery, equipment and infrastructure. From the bottom of Page 18, Ms. Cerbone read the following:

"In October 2010, the District approved its amended water control plan which includes an estimated five-year Capital Improvement Plan (CIP) at a cost of approximately \$19,807,000. The Capital Improvements Plan includes restoration of the canal system, repair/replacement/cleaning of culverts, replacement of both pump stations, interconnect between the east and west basins of the District, interconnect with neighboring water control districts, GIS/telemetry systems, and various other miscellaneous improvements. Approximately \$11.2 million of the Capital Improvements is funded by Series 2011 Bonds and \$8.6 million will be funded with internally generated funds and designated capital reserves."

Ms. Cerbone highlighted "Note 5 – Capital Assets", on Page 19, reflecting that during Fiscal Year 2015, approximately \$211,000 was incurred in connection with the District's Capital Improvement Plan (CIP). "Note 6 – Long-Term Liabilities" recapped the outstanding bonds, the amounts and when they would be retired. A recap of the debt was on Page 20 and, in "Note 9 – Commitments and Contingencies", which included the auditor's notation about the dispute between the District and Lanzo Construction Co, (Lanzo), and the settlement of \$510,000. On Page 21, under "Note 10 – Risk Management", the auditor noted no claims from risks that exceeded commercial insurance coverage, over the past three years.

Ms. Cerbone referred to the "Independent Auditor's Report on Internal Control Over Financial Reporting and On Compliance and Other Matters", on Pages 24 and 25, the "Independent Auditor's Report on Compliance with the Requirements of Chapter 218.415, Florida Statutes", on Page 24 and the "Management Letter", on Pages 27 and 28. There were no "findings"; it was a "clean" audit.

Mr. Prudhomme noted that a value was placed on everything that the District owns and wondered if, for example, someone could purchase the District and run it like a private business. Mr. Lewis explained that the District could not sell it but could hire someone to operate it and referred to a Statute governing how Districts could dispose of its facilities and goods.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2016-6, Accepting the Audited Financial Report for the Fiscal Year Ended September 30, 2015

Ms. Cerbone presented Resolution 2016-6 for the Board’s consideration.

On MOTION by Mr. Prudhomme and seconded by Mr. Maguire, with all in favor, Resolution 2016-6, Accepting the Audited Financial Report for the Fiscal Year Ended September 30, 2015, was adopted.

SEVENTH ORDER OF BUSINESS

Continued Discussion: Pump Stations #1 & #2

Mr. Zielnicki reported that the contractor installed new circuit breakers in Pump Station #1. One pump had some issues, which the contractor was trying to troubleshoot. In response to Mr. Morera’s question, Mr. Zielnicki indicated that the breakers were tripping, automatically, due to a defective breaker and, as a result, settings were changed on the breakers. Parts were on order for Pump Station #2 and being fabricated.

Mr. Morera asked if, prior exchanging the breaker, the tripping condition did not exist. Mr. Zielnicki did not know, as there was no evidence but an Electrical Engineer and contractor were investigating. In response to Mr. Morera’s question, Mr. Zielnicki reported that the pump was inactive. Mr. Morera asked if this would cause any problems for Mr. Selchan. Mr. Selchan confirmed that, currently, it was not creating problems. The pump was supposed to be worked on one week ago but Mr. Selchan had not seen anyone working on it. Mr. Maguire asked how long the pump was inactive. Mr. Zielnicki recalled that it was recently inactive but, according to the contractor, this week, additional work would be performed on the pump.

Mr. Morera requested that this matter be addressed, immediately, and asked if the remaining three pumps were operating. Mr. Zielnicki replied affirmatively. Mr. Morera asked if any benefit was derived from changing the breakers. Mr. Selchan did not know because the pumps were not operating.

Mr. Maguire asked for the percentage of completion of the entire project. Mr. Schriener stated that four breakers were ordered but one breaker at Pump Station #1 malfunctioned. There was discussion about installing fans on the cabinets but Square D Corporation (Square D) said no, because it would void the warranty on the cabinets. Square D recommended keeping the building cool. Mr. Schriener and Mr. Selchan decided that, if heat becomes an issue, the room would be kept ventilated but Mr. Schriener felt that heat would not be an issue because the breakers were thermal, except for the third pump. Half of the work planned was completed and the other half was the main breaker, at Pump Station #2, which was being fabricated. Mr. Zielnicki expected completion of the entire project in August.

Mr. Morera believed that the pump station was designed to not need additional ventilation or cooling, as there were fans on the motors, and asked where excess heat was causing potential issues with the electrical panels. Mr. Zielnicki surmised that a portion was due to undersized pumps causing additional heat and the breakers had a thermal component, which caused the tripping. Mr. Zielnicki noted that the fans were a good faith effort and was unsure if it affected the warranty; however, the enclosure was rated for up to 104 degrees and it was not expected to be hotter than 104 degrees. The cabinets were dust and lint proof and were left open during normal operations, quite open. Mr. Selchan recalled that the cabinets were left open some time ago but not left open since. Mr. Zielnicki asked if cooling the pumps was more important than dust and lint protection; if so, an additional ventilation system in the building may be necessary.

Mr. Maguire asked if increasing the breakers caused them to be hot. Mr. Schriener confirmed that heat was an issue before the breakers were replaced and thought fans would cool the cabinets but fans were no longer necessary because the heat would not trip them; however, the pumps are currently under powered because the motors are not the correct size, which creates heat. This was an interim fix and issues remained.

Mr. Morera wondered about the cause of the heat, the disconnect between the design and performance and not getting what was expected from the installed electrical component, and

whether the 104 degree range was within the criteria of operation. Mr. Zielnicki was unsure about the design elements. Mr. Morera understood that, with the changes, there was still a potential heat issue that would affect the pump station. Mr. Zielnicki confirmed that there was a potential issue, which was why a good faith effort was made. Mr. Morera wondered if the potential should have been addressed during the design phase and installation of the components within the pump station.

Mr. Selchan explained that the pulleys and sheaves on the motors, at Pump Station #1, were changed but were not operating and there was no heat issue. It pumps less water but has less horsepower requirement, resolving many of the overheating issues, other than some nuisance breaking. The new Electrical Engineer advised that thermal breakers were not necessary and that the breakers would only trip if there was a problem with the motor. The fans were supposed to provide an additional safeguard to try to help mitigate possible heat issues but there were no current heat issues. Mr. Schriener recalled a cost in the proposal for fans, which the District would not be charged for. The fans were supposed to provide additional savings but were not needed.

Mr. Morera was concerned about a storm scenario where Mr. Selchan was operating the equipment to the maximum capacity and having operational failures and wondered how to reach the point of turning on the switch and the pumps performing the way Mr. Selchan needed them to perform, without the concern of any potential heat or failure or undersized motors.

Mr. Schriener reviewed the report and found all of the deficiencies in the pump station. An interim fix was proposed, which Mr. Selchan agreed with, and Staff felt that, at this time, the pump station would operate without problems. Mr. Zielnicki noted that this was Phase 1, which would be tested before proceeding with further phases. Mr. Schriener was confident with the motors; two motors were sluggish and were not operating but the remaining were operating.

Mr. Selchan stated “so far so good” but they have a long way to go. Mr. Schriener stressed that this was an interim fix.

Mr. Schriener reported that, at Pump Station #2, the main breaker should be installed in August. Mr. Maguire asked why it would take four months to order and make a breaker. Mr. Schriener noted that it was a large piece that was custom made and felt that Square D was reputable.

EIGHTH ORDER OF BUSINESS

Update: West Outfall Canal

Mr. Schriener reported that meetings were held about the West Outfall Canal and several scenarios were provided for repairs, which were separated into four phases. Mr. Selchan, Mr. McKune and the District Engineer have not reached a conclusion but were planning to meet with the County Engineer, at the bridge, for the purpose of 1) determining what was happening with the bridge and 2) presenting what the District wanted to happen to the bridge. Staff evaluated many cross sections and improvements for each segment of the canal and pricing for each option; however, details must be worked out with the County. If the County wants the \$350,000 testing, Mr. Selchan, Mr. McKune and the District Engineer would inform the County that, if it performs the testing, the District would perform the excavation, since the County was responsible for the bridge. Mr. Schriener believed that the County should agree but could not guarantee it.

Mr. Selchan recalled that the County agreed to perform the bridge work while the District was in the process of starting Canal Z but the former District Engineer, Mr. Tom Donahue, moved to another firm and Staff no longer heard anything from the County. Staff at IBI Group Inc., (IBI) informed the County that the District did not want to participate and the County dropped the matter. The County's position changed from, "We will perform the work and make it right" to "What do you want us to do?" The County requested plans and offered to review them.

Mr. Selchan agreed with Mr. Morera's statement to the District Engineer, at the last meeting, about telling the County that the bridge was their responsibility and was causing the District problems because material under the bridge eroded into the waterway. Restoring the bridge to the way it was would not be adequate and the District wanted to know what the County was doing about it, as the District needs more water flow through the channel. If testing was necessary, the worst case scenario was the District sharing the cost with the County but the District should not be responsible for paying for everything. According to the bridge plans, the pilings should have been 40' long, as 15' is sticking out of the ground. Mr. Selchan did not understand why the County wanted the District to probe from the ground down 75' to find the depth of those pilings. Speaking with the County and getting something done, never seems to materialize.

Mr. Morera pointed out that the District owns the canal and was obligated to maintain it to optimum performance. Mr. Lewis concurred. Mr. Morera wondered what recourse the District had, if a County bridge was impeding the canal and the County was uncooperative. Mr. Lewis asked if the County has an easement over the canal. Mr. Selchan replied no, recalling that Coral Springs Improvement District (CSID) built the bridge and turned it over to the County and the permit was in place to allow the bridge on District property. The bridge was on District property but did not span the property. Mr. Schriener confirmed that the District owned the property. Mr. Lewis suggested putting the County on notice to repair the property they damaged and if the County ignored the notice, the District had the right to sue, under Chapter 298. Another option was having the County remove the bridge; however, it serves residents of the District. Mr. Selchan stated that removing the bridge was not an option.

Mr. Schriener asked if a cross section was enlarged, whether the District could perform the work or obtain County approval because, if the District damages the bridge, the District must purchase the bridge. Mr. Lewis asked if the change would cause the District to accelerate its discharges offsite. Mr. Schriener indicated that it would help get water to the pump station. Mr. Lewis advised that the District could perform the work, without the County's approval, if the work was for maintenance purposes; however, the District should pass a resolution, with the design as an exhibit, constituting a minor and substantial amendment to the Water Control Plan, under Chapter 298. The County should not refute this, as the District was maintaining a canal for the benefit of residents that were served by the canal. Mr. Schriener pointed out that Staff would work around the pylons. Mr. Lewis noted that, if the District damaged the pylons, the District would be obligated to fix them.

Mr. Schriener proposed choosing the cross section and meeting with the County Engineer, at the site, to show what the District wanted. Mr. Selchan was frustrated with going back-and-forth with the County, as this matter has been ongoing for five years; he wanted resolution. The County will either 1) not participate or allow the District to perform the work, meaning the District must find other avenues or 2) participate and the District and County would work together. Mr. Selchan felt that it was in the best interest of the County to work with the District because the bridge would function better, due to these changes and the County Structural Engineer agreed that some modifications were necessary, in order to preserve the integrity of the

bridge. Mr. Selchan preferred cooperation with the County because the District wanted to modify the original cross section to allow more water flow under the bridge.

Mr. Maguire suggested that Staff contact Mr. Donahue to inquire about the person that Mr. Donahue dealt with at the County. Mr. Selchan indicated that he was working with the same individual that Staff worked with. Mr. Selchan recalled that Mr. Donahue was in touch with the County, helping the County to plan their project with the District; dewatering was completed to lessen the County's costs. At the time, the District was planning to complete District work in conjunction with the way the County wanted to do. Mr. Morera recalled the District's plan to dewater and then allow the County to perform the work.

Mr. Schriener proposed drawing the cross section of the bridge and a plan and sending a letter to the County, inviting the County Engineer to meet with Mr. Selchan, Mr. McKune and the District Engineer, under the bridge, and see how the County responds. Mr. Selchan requested that County be informed that the District wanted to work cooperatively. Mr. Morera agreed that was the ultimate goal, as he did not want to fight with the County.

Mr. Prudhomme suggested asking the County to convey the bridge to the District. Mr. Maguire did not want to own a bridge. Mr. Prudhomme felt that the District owning the bridge would eliminate a lot of issues for the next generation.

Mr. Lewis asked if the bridge was structurally unsafe. Mr. Schriener did not believe so. Mr. Selchan recalled the County's assessment that the bridge was not damaged. In response to Mr. Schriener's question, Mr. Selchan confirmed that the bridge was 50 years old and no longer conformed to current design standards. It is on Coral Ridge Drive, which is a busy road. Mr. Schriener pointed out that bridges were inspected, every two years, and any problems would have shown up in the inspection report.

Mr. Morera agreed with Mr. Schriener's suggestion to present to the County Engineer, at the bridge, informing them of the District's intent. Mr. Schriener would coordinate with the County on their participation. Mr. Morera did not want this situation to continue and wanted the District to know the direction, work it will perform and any inherent risk for the District to perform the work. Mr. Selchan wanted to improve communication with the County. Mr. Morera suggested pressuring the County to provide a timeline of when the District should break ground. Mr. Selchan stated that if the County agreed, the bridge work would be performed first. Mr. Schriener was ready to proceed. Mr. Maguire felt that the District should take this matter

seriously with Staff scheduling meetings with the County for the bridge on Coral Springs Drive and provide an update at the next meeting. Mr. Selchan recommended not digging anywhere until these issues were rectified.

NINTH ORDER OF BUSINESS

Continued Discussion: Proposed Budget for Fiscal Year 2016/2017

Ms. Cerbone recalled that the proposed Fiscal Year 2017 budget was presented at the last meeting and that Management received a request to review the projected assessments.

Ms. Cerbone referred to Page 9. The last version of the budget showed an assessment increase of 2.48% and Mr. Morera requested increasing the total assessment to 3%. On Page 1, Ms. Cerbone noted that with that change, the “Assessment levy: gross” increased from \$2,919,475 to \$2,938,835 and there was a slight increase in “Allowable discounts” and “Total revenues”. On Page 2, “Capital outlay” increased from \$1,300,000 to \$1,600,000, causing an adjustment in “Net increase/of fund balance” from (\$400,000) to (\$681,800), “3 months working capital” increased from \$806,337 to \$881,433 and “Unassigned” decreased from \$2,410,218 to \$2,053,322.

Mr. Morera confirmed that the total assessment increase would be \$6.66.

TENTH ORDER OF BUSINESS

Consideration of Rostan Solutions LLC, Agreement for Disaster Debris Monitoring Services

Ms. Cerbone presented an agreement from Rostan Solutions, Inc., (Rostan), for disaster debris monitoring, piggy-backing off the City of Coral Springs’ agreement, with the same terms and conditions and expiration date.

Mr. Morera asked if Rostan provides monitoring from the time that debris is picked up at a site and delivered to the landfill. Ms. Cerbone replied affirmatively. Mr. Selchan noted that Rostan has the newest, most innovative way of removing debris.

In response to Mr. Prudhomme’s question, Mr. Selchan explained that, when a tree falls into a canal, Rostan will mark the GPS coordinates of the tree and take a picture. When the tree is removed, by a different contractor, Rostan follows the tree from where it fell to its final

destination, which is required by the Federal Emergency Management Agency (FEMA) and the Natural Resources Conservation Service (NRCS), in order to receive funding.

Mr. Lewis advised that it was critical to have a record of who picked up the debris, moved it, tonnage, etc., for reporting purposes.

Mr. Selchan recalled a situation, years ago, where the company removing debris did not provide documentation of the final location. Mr. Lewis recalled that no one was on site during the hurricane and FEMA alleged that some of the material was dumped at FEMA.

Mr. Maguire asked if the piggy-backing related to money or timing. Mr. Lewis replied both, recalling that, seven or eight years ago, Districts did not have the right to piggy-back on other local government contracts but the law was changed so that, if a negotiated contract by a County or City was favorable and the contractor agreed, the District could piggy-back without going out for bids.

On MOTION by Mr. Maguire and seconded by Mr. Prudhomme, with all in favor, the Rostan Solutions LLC, Agreement, for disaster debris monitoring services, under the same terms and conditions as the City of Coral Springs, was approved.

ELEVENTH ORDER OF BUSINESS

Update: Phillips & Jordan Agreement for Disaster Debris Removal Services

Ms. Cerbone reported that the District currently has an agreement with Phillips & Jordan, Inc., (Phillips & Jordan), and depending on what happens, an agreement would come before the Board for a one-year renewal. The District has three one-year renewals left with Phillips & Jordan for disaster debris removal.

Ms. Cerbone recalled discussion about piggy-backing off the City of Coral Springs' agreement with Phillips & Jordan, for debris removal; however, the City has a more expansive disaster debris removal agreement than the District needs. Ms. Cerbone spoke with a Phillips & Jordan representative who contacted the City about a piggy-backing agreement with the District but the City wanted a co-purchasing agreement.

Mr. Lewis wanted to know why, since the District was authorized to piggy-back on a contract with a municipality, if the contractor agreed. The contractor has the discretion to deny

the request but not the municipality. Mr. Lewis was unfamiliar with the difference between piggy-backing and co-purchasing.

Mr. Selchan saw no problem, since the District has renewals left with Phillips & Jordan and recommended remaining with Phillips & Jordan because the City's contract does not have specifications for canal work. Mr. Lewis did not foresee a problem if the District went out for RFQ. Mr. Selchan advised that Phillips & Jordan was under contract until the end of this year and there were three additional renewals.

Ms. Cerbone noted that the request to review and approve the one-year renewal would be on the next agenda and must be executed before October 15.

Mr. Prudhomme asked why the debris removal company contacted the City. Mr. Selchan suspected that the District's scope was more detailed than the City and the issue was with Phillips & Jordan. Ms. Cerbone agreed.

In response to Mr. Morera's question, Mr. Selchan noted that CSID, North Springs Improvement District (NSID) and Turtle Run District piggy-back the District's agreement. Mr. Lewis advised that, if the monitoring company was agreeable, CSID could piggy-back on the District's agreement.

Mr. Morera stated that the District has a contract with Phillips & Jordan for next year. Ms. Cerbone concurred. Mr. Selchan had no issues with the current contract.

Mr. Prudhomme suspected that the City was concerned about being a party to disputes. Mr. Lewis agreed with Mr. Selchan that the District's agreement was more detailed than the City's.

Ms. Cerbone noted that no action was necessary, at this time.

TWELFTH ORDER OF BUSINESS

Consideration of Price Quote Forms for Two (2) XL Work Trucks

- A. \$40,336.60**
- B. \$44,472.60**

Mr. Selchan indicated that the \$40,336.60 quote was for two new trucks, with two trade-ins, at \$5,000 each. The \$44,472.60 quote was for two new trucks, with different options, and two trade-ins at \$3,500.

Mr. Maguire noted that the only difference was the trade-in value and power inverters with breakers. Mr. Selchan explained that power inverters are placed under the seat to use power tools from the truck. In response to Mr. Maguire's question, Mr. Selchan indicated that the existing trucks were purchased in 2009.

Mr. Selchan reported that the dealer, Garber Ford, was on the State bid list.

Mr. Maguire recalled discussing budgeting for replacement of one truck, per year. Mr. Selchan clarified that the Board agreed to budget for one truck, each year, until there was enough to replace all of the trucks; \$30,000 was budgeted, each year, until the total amount was \$90,000, in four or five years, at which time, the trucks would be replaced.

Mr. Maguire asked why a power inverter was only placed in two trucks. Mr. Selchan explained that only two vehicles were responsible for drainage; the other two trucks would be utility trucks.

Mr. Prudhomme asked how the trucks were being delivered from Green Cove Springs. Mr. Selchan explained that, traditionally, the dealer drove the trucks to the buyer and, after the paperwork was signed, the retailer drove the old trucks back. Mr. Prudhomme noted that the dealer was in St. Augustine. Mr. Selchan pointed out that all large truck dealers were in North Florida.

On MOTION by Mr. Prudhomme and seconded by Mr. Maguire, with all in favor, the Garber Ford proposal, for the purchase of two trucks, in a not-to-exceed amount of \$40,336.60, and two trucks with power inverters, in a not-to-exceed amount of \$44,472.60, were approved.

THIRTEENTH ORDER OF BUSINESS

**Update: Industrial Divers Corporation
Report, Simons Residence, 4381 NW 75th
Way, Simons Residence**

Mr. Selchan recalled that Mr. Frank Simons, a resident, felt that, behind his property, at 4381 NW 75 Way, in The Dells, the District caused erosion to his property. Mr. Simons claimed that the culvert next to his home collapsed and was not functioning properly. At the last meeting, the Board directed Mr. Selchan to inspect the culvert.

Mr. Selchan reported that Industrial Divers Corporation (IDC) performed the culvert inspection on June 13. The diver could not go into the culvert because it was too small but used a camera and bright light to penetrate both sides to ensure that it had not collapsed, was not obstructed and was performing as it should, which was the case.

Mr. Morera asked if the recommendation was to leave the culvert alone or to replace it. Mr. Selchan explained that the damage to the outfalls occurred from a drag line that was used, prior to development, which tore the outside edge of the pipe. The pieces could be sawed off so the rip could not be seen in the pipe but there was no structural damage to the pipe. There was some deformation but, according to IDC, it was not restricting the flow of water through the culvert.

Mr. Selchan reviewed the video and noted that the pipe was aluminum and in good condition; therefore, the report contradicts statements made by Mr. Simons.

Mr. Selchan offered to send a copy of the report to Vice Mayor, Dan Daley, who met with Mr. Morera and Mr. Simons, prior to the last meeting. There was Board consensus for Mr. Selchan to send a copy of the culvert inspection report to Vice Mayor, Dan Daley.

Mr. Maguire asked about Mr. Simons' concerns. Mr. Selchan explained that Mr. Simons felt that the canal bank was eroding and his house would fall into the canal. There was erosion but it was due to water coming off of the roof and hitting the dirt. Mr. Lewis recalled that the house had no gutters. Mr. Selchan noted minor erosion along the side of the house because the resident did not have grass to bind the dirt and it was a shaded area. The resident was not keeping the lawn in the condition to prevent erosion. The District Engineer's report outlined that any problems were self-inflicted. The resident cited a Statute, which was taken out of context. Everything the resident claimed was disputed.

In response to Mr. Maguire's question, Mr. Selchan would mail a copy of the culvert inspection report to Mr. Simons.

Mr. Morera requested that action be taken on the tree that Mr. Simons cut and dropped into the canal. Mr. Selchan suggested contacting Code Compliance.

FOURTEENTH ORDER OF BUSINESS

**Approval of Unaudited Financial
Statements as of May 31, 2016**

Ms. Cerbone presented the Unaudited Financial Statements as of May 31, 2016. On Page 1, the May 1 principal and interest payment was made. The difference between the April and May financials was a decrease in the "Debt Service" fund in the assets section. On Page 2, assessment collections were at 97%. The settlement was reflected on Page 3.

Mr. Maguire asked if there was poor planning for "Electric", which was significantly over budget, or electricity rates increased. Mr. Selchan explained that the overage was due to excessive rainfall; the second highest recorded, since the 1930's, was recorded this spring, which required a lot of pumping. The budget was based on the 2015 propane bill. This was be the first time exceeding the budget amount since the new pump station was placed on line. Ms. Cerbone reported that \$60,000 was budgeted for Fiscal Year 2017. Mr. Maguire pointed out that \$48,000 was budgeted for 2016 and, year-to-date, almost \$74,000 was expended; \$9,000 was spent in May.

Mr. Prudhomme recalled that, in March, 2013, the District was limited to 262,000,000 gallons of water and asked if this was exceeded. Mr. Morera advised that this was the allotment to recharge the canals, in the event of a drought. Mr. Selchan noted that the surplus was not used, due to the large amount of rainfall. Mr. Prudhomme felt that this was a political matter. Mr. Selchan explained that moving water in South Florida was always political and the 262,000,000 gallons was the District's allotment, according to the permit. When the permit is renewed, the amount of water would be revisited. The need for more water must be proven but, unless something changed, the District would not receive any more than the 262,000,000 gallon allotment.

Mr. Maguire assumed that funds were spent under "Culvert inspection & clearing", for Mr. Simons' culvert inspection, and asked if there were many culvert inspections. Mr. Selchan pointed out that no money was spent under "Culvert inspection & clearing", until now. Culverts are not inspected and are cleared early in the season because of low water, as divers do not like crawling through dry culverts. Mr. Maguire asked if a contractor was hired to inspect and repair culverts in the past. Mr. Selchan replied affirmatively. In response to Mr. Maguire's question, Mr. Selchan confirmed that all culverts are inspected and any culvert that needs attention are planned for in advance. Mr. Maguire asked for the number of culverts. Mr. Selchan estimated 150 culverts, including the new ones on the golf course.

On MOTION by Mr. Maguire and seconded by Mr. Prudhomme, with all in favor, the Unaudited Financial Statements as of May 31, 2016, were approved.

FIFTEENTH ORDER OF BUSINESS

Approval of June 8, 2016 Regular Meeting Minutes

Mr. Morera presented the June 8, 2016 Regular Meeting Minutes and asked for any additions, deletions or corrections.

The following change was made:

Line 53: Change “replacing the breakers in Pump Stations #1 and #2” to “replacing the breakers in Pump Station #1 and main breaker in Pump Station #2”

On MOTION by Mr. Prudhomme and seconded by Mr. Morera, with all in favor, the June 8, 2016 Regular Meeting Minutes, as amended, were approved.

SIXTEENTH ORDER OF BUSINESS

Supervisors’ Communications

Mr. Prudhomme attended a ride along with Mr. Selchan and asked about the issue in Carriage Pointe with removal of an old rusty pipe sticking out of the water. Mr. Selchan was obtaining quotes. Mr. Maguire asked if residents complained. Mr. Selchan received a complaint from Mr. Scott Nebrasky, a Carriage Point resident. When the pump station was torn down, a walkway and half pipe that held wood when the pump station existed, remained. Mr. Selchan anticipated a cost of approximately \$10,000 to \$15,000 to cut the pipe above the water level to keep the riser and modify the walkway.

Mr. Prudhomme asked about the ABB Power (ABB) request to de-silt their canal, if ABB cleared the canal bank. Mr. Selchan indicated that ABB was uncomfortable about the situation. The Corporate Park has an association that resisted the bid from the City to create a Business Improvement District. The members of the association are trying to negotiate work that the City is requesting, such as tree, swale and canal clearing. The association is reaching out to the City and the District for assistance. Negotiations were ongoing. Mr. Selchan is meeting with the City and association representatives on July 22, at 11:00 a.m., at City Hall. Mr. Morera may attend.

Mr. Prudhomme asked about the situation with Advanced Hood Systems (AHS). Mr. Zielnicki reported that AHS provided a survey and was obtaining quotes. The owner has financial issues.

SEVENTEENIETH ORDER OF BUSINESS Staff Reports

A. District Counsel: *Lewis, Longman & Walker, P.A.*

Mr. Lewis reported that the attorney for IBI, filed answers and a motion to dismiss, on behalf of Rhon Ernest-Jones Consulting Engineers, Inc., (Rhon Ernest-Jones); a hearing would be scheduled, shortly. Mr. Lewis never had a motion to dismiss granted with prejudice. IBI's attorneys are in the discovery stage of the lawsuit. The parties would exchange interrogatories and requests for admissions to try to narrow down the issues. There will be a series of depositions on either side but Mr. Lewis felt that a hearing was months away. Similar to the Lanzo issue, with this type of litigation, Mr. Lewis explained that, judges typically order mediation early and, if the Board wanted a full report from IBI attorneys, he recommended scheduling a shade meeting. At the Board's requests, Mr. Lewis and Mr. Malefatto would discuss the steps; however, it was not known if IBI would provide reparations, although Mr. Lewis suspected that they would.

Mr. Lewis indicated that Special Districts had a good year, legislatively. Two or three legislators tried to pass Special District legislation but failed. Mr. Ring is term limited and would not be back next year.

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

- **Monthly Engineer's Report: June 2, 2016 – July 6, 2016**

Mr. Zielnicki presented his report and noted no significant issues.

C. District Engineering Consultant: *John McKune*

There being no report, the next item followed.

D. Field Supervisor: *Cory Selchan*

Mr. Selchan reported that the District did not receive much rain, since the last meeting. Most of South Florida was above average, in terms of rainfall but the District was slightly below. Water levels were in the 6.5' to 7' range, which was good; however, many calls were received about algae. Most residents believed that any form of algae was the same, as what is shown on

TV, which was not the case; there were no blue green algae in the District. Staff was trying to ease resident concerns.

Mr. Morera asked if there were alligators in the canals. Mr. Selchan had not seen any alligators in the District in the last several years but there was one in Canal Z, when the canal was excavated. There are places along the Sawgrass Expressway where small alligators can navigate through the fencing. A resident requested an alligator warning sign but Mr. Selchan preferred no trespassing signs.

Mr. Morera asked if it was the District's responsibility to remove the alligator. Mr. Selchan does not handle wildlife in its natural habitat. Mr. Lewis recommended contacting the Fish and Wildlife Conservation Commission (FWCC), which has an alligator removal program, or hiring a private trapper. In response to Mr. Morera's question, Mr. Lewis noted that alligator trappers remove alligators for free. Mr. Selchan explained that, if FWCC perceived the alligator as a threat, they would pay for the trapper.

Mr. Maguire questioned the status of the 1-2-3 Rule. Mr. Selchan confirmed that all residents complied, as a result of District letters and "friendly" phone calls from the City. Continuing with this team effort, Mr. Selchan felt they would be successful.

In response to Mr. Maguire's question, Mr. Selchan confirmed that all noncompliant Canal Z residents were now in compliance.

Mr. Maguire asked about staffing. Mr. Selchan noted that the District was short one employee but he is working on it. There was one good prospect but the individual decided not to follow through. An application was received from someone who is interested. Mr. Maguire asked if the person who was interested was afraid of taking a drug test. Mr. Selchan did not think so because the individual was currently employed by a company that could require a drug test at any time.

Mr. Maguire reported that the trees at the Post Office, by the canal at Art Walk, were getting worse. Mr. Selchan did not have a plan for the trees. Mr. Maguire suggested that the District cut the trees down. Mr. Selchan pointed out that the District had the right to cut anything hanging over the District's fence and he would address this with the City. The contractor preliminarily de-silted the canal and was planning to start the box culvert, next week. Mr. Maguire wanted this area to look nice. Mr. Selchan hoped that the City would keep the area nice, with Art Walk and the new multi-million dollar complex, nearby. Mr. Prudhomme recalled

that a management company, in Georgia, manages the post office property and felt that District Counsel sending a letter to the management company about the trees would be beneficial.

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

i. NEXT MEETING DATE: August 10, 2016 at 6:30 P.M.

Mr. Morera stated the next meeting will be held on August 10, 2016 at 6:30 p.m., at this location.

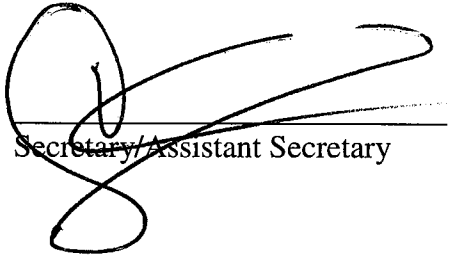
EIGHTEENTH ORDER OF BUSINESS

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 8:37 p.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]



Secretary/Assistant Secretary

Joe E. Moore

Chair/Vice Chair