

**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 10, 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:

Craig Wrathell	District Manager
Cindy Cerbone	Wrathell, Hunt and Associates, LLC
Alfred J. Malefatto	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

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

THIRD ORDER OF BUSINESS

Pledge of Allegiance

All present recited the Pledge of Allegiance.

FOURTH ORDER OF BUSINESS

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

There being no public comments, the next item followed.

FIFTH ORDER OF BUSINESS

Continued Discussion: Pump Stations #1 & #2

Mr. Schriner reported that all breakers were replaced in Pump Station #1 and were operating. The main breaker was installed in Pump Station #2. Tomorrow, Florida Power & Light (FPL) will restore power to both pump stations and the project would be complete.

Mr. Maguire asked if the pumps would run for the rest of the season to determine if the new breakers resolve the tripping problems. Mr. Schriner confirmed that Mr. Selchan would monitor the pumps. Mr. Selchan believed that the new breakers would help with some of the issues and the information would be used to determine if upgrades were necessary, the type of upgrades, based on the Engineer's Report, and how the system operates with the interim repairs.

Mr. Morera asked if the defective breaker was replaced. Mr. Zielinski explained that the problem was with the starter settings. Mr. Maguire recalled that Staff was waiting for a new breaker. Mr. Zielinski confirmed that the new breaker was for Pump Station #2. Mr. Selchan advised that the contractor removed the defective breaker and installed the old breaker but it still was not working. A new breaker did not work. While Mr. Selchan was away, the breaker mysteriously worked. The breaker now functions like it should and Mr. Selchan assumed that the contractor discovered the problem while he was away.

Mr. Morera asked if the water level in the canal required pumping, due to the large amount of rain. Mr. Selchan replied not in the east basin; the District went from too much rain to no rain at all. Until one week ago, Broward County was 5" below the normal rainfall. The District received 13" of rainfall in the last several weeks and the current level was 7.9", which was slightly over the normal water level. Mr. Selchan decided not to pump the water out.

In response to the concerns, Mr. Selchan confirmed that a new breaker was installed in Pump Station #2 today; however, the power was still off because the inspector was not coming until tomorrow. Once the inspector comes, FPL would restore power. Mr. Schriner stated that the pump station was currently running off of a generator. Mr. Selchan stated that it was lucky that the breaker fit the existing panel because the contractor estimated three days to complete the job, which was reduced to one day because the panel and wiring did not need to be replaced.

SIXTH ORDER OF BUSINESS

Update: West Outfall Canal

On July 22, Mr. Schriener met with the Broward County Bridge Superintendent, Mr. Andre Slintak, at the Coral Springs Drive Bridge, on the West Outfall Canal, and discussed the cross sections. Mr. Schriener addressed everything that the District wanted. The County agreed with the District performing the excavation work under the bridge and widening the canal, if it remained at the design elevation, which was 0, and the District provided signed and sealed engineering plans to the County. The District must prove that the improvements would not damage the bridge. Because the end bents were piles on each end of the bridge, it did not have a concrete abutment similar to other bridges. Too much excavation could cause soil to slide underneath the road. The District must pay preliminary engineering costs for the plans but, if the County approved the plans, the District could proceed with the canal work. The County would perform the lake bank work under the maintenance contract. The District would perform the excavation, first, and the County would follow. Staff must coordinate the work with the County. Mr. Schriener would meet with Mr. Selchan to finalize the Scope of Work, coordinate with Mr. Slintak and report to the Board.

Mr. Maguire felt this was a major breakthrough with the County, even though the County was not replacing the bridge. Mr. Schriener pointed out that the County withdrew the testing requirement and agreed to perform the end bent work, if the District provided signed and sealed engineering plans. In response to Mr. Maguire's question, Mr. Schriener stated that the work was minimal but a Structural Engineer must be involved. Mr. Schriener was obtaining a Scope of Work and price from a Structural Engineer. Mr. Selchan believed that Mr. Slintak would sign off tomorrow on elevation 0, which was the original elevation but Mr. Selchan wanted at least 3' more to reach the hardpan soil; if there was hardpan, there was 3' of soft dirt and hard rock 3' below. Making sure that the hardpan was there required geotechnical work. Mr. Selchan felt more due diligence was necessary to persuade Mr. Slintak to provide the additional 3' of depth. The additional width and the depth would improve the flow by almost 50%, which would be a tremendous improvement. It would change the head loss through the channel for each bridge, from 2' to 0.

Mr. Maguire asked if the bridge was less than half way to the pump station. Mr. Selchan explained that the bridge was in the first third of Coral Springs Drive. Mr. Zielinski noted that the bridge was close to Canal Z. Mr. Selchan wanted to start with this segment, from Canal Z,

and perform the work in phases. If successful, the same work could be performed with the other bridge. Mr. Schriener believed that the elevation was -2. Mr. Selchan noted only in the pinpoint, not the entire segment.

Mr. Schriener referred to a map, noting a yellow line that was elevation 0, a dark area upstream of the bridge that was silted, and a clear area below elevation 0, which the District wanted to excavate further than elevation 0. Building a steep bank at the indent would free up area under the bridge. Mr. Schriener wanted to discuss this area with Mr. Selchan and obtain approval from Mr. Slintak before returning to the Board. Mr. Schriener reiterated that the District would complete the engineering work, especially for the end bents, and the County would construct on the end bents, which was costly, as the County may use concrete panels.

Mr. Schriener confirmed that, according Mr. Slintak, the County would protect the bridge and perform their maintenance. Mr. Schriener wanted this in writing and to meet with Mr. Selchan.

Mr. Maguire did not think that they would get this far with the County.

Mr. Selchan recalled meeting with Mr. Slintak when the District was in the process of starting Canal Z but voiced concern that the relationship was ruined by the former District Engineer, IBI Group Inc., (IBI). Mr. Schriener met with Mr. Slintak. The meeting was good and there was no resistance.

Mr. Prudhomme felt that the idea of the County performing the work sounded nice but wondered if the District would be sorry about accepting the County's invitation. Mr. Schriener tried to convince the County to pay for the engineering for the end bents but Mr. Slintak felt that it would be a hard sell to the Board of County Commissioners (BOCC). Mr. Slintak felt that he could sell a signed and sealed package. Mr. Schriener hoped to get the County to enter into a joint participation agreement with the District but it would require approval by the BOCC. Mr. Schriener felt that the District paying for the engineering was "the path of least resistance", as the County would construct along the end bents, which was a major part of the construction.

Mr. Wrathell understood that, if the County paid for the engineering plans, it would be considered a capital improvement and must be approved by the BOCC; however, if the District paid for the plans, the County would treat it as maintenance. Mr. Schriener concurred. Mr. Wrathell stated that what Mr. Slintak did was cooperative and wondered if the District was

taking on exposure by designing the plans. Mr. Selchan felt that, if the BOCC signed off on the plans, the District would not have any more exposure than the County.

Mr. Prudhomme noted that, if the District provided the plans and the County performed the work, the alternative would be the District completing the work. Mr. Schriener concurred. Mr. Prudhomme asked if it was a wash. Mr. Schriener replied no. Mr. Zielinski agreed, as the District was doing work that exceeded the permit. If the District was repairing to match the permit section, the District could, but going beyond that, would mean that plans must be prepared and the improvement made, because it was an unacceptable plan.

Mr. Prudhomme understood that, if the District performed the work, it could only go to elevation 0 and Staff wanted to dig an additional 3". Mr. Zielinski also wanted to adjust the width, as they could only go as wide as the section shows on the plans. Going wider and deeper was a change from the permit; therefore, plans were necessary. Mr. Wrathell felt that the County paying for the maintenance was definitely in the District's favor.

Mr. Prudhomme asked if the dirt would go away. Mr. Schriener replied affirmatively. In response to Mr. Prudhomme's inquiry about concrete panels, Mr. Schriener explained that Staff wanted a vertical wall against the end bent, which the County would build, subject to receiving signed and sealed plans showing that it would work. Mr. Prudhomme asked if the District was better off having the County perform the work. Mr. Schriener replied affirmatively. Mr. Selchan recalled that the County was supposed to do all of the work and now the District was going to dig underneath the bridge but all of the concrete work, which was costly, would be borne by the County.

Mr. Selchan felt that this was a win-win, as the County would get their bridge and the maintenance responsibilities, and the District would get the needed flow. It would be twice the cost for the District to pay for all of the work. Mr. Schriener agreed, as the bridges needed to be repaired. On most bridges, the end bents were concrete abutments, with a concrete ledge. These bridges had concrete, with piles in the middle and concrete panels, and over time, the County allowed soil to stack up against the piles. There was no wall under the bridge, just piles. Eventually, erosion would cause problems with the road. Mr. Schriener pointed out that the County planned to repair the surface of the bridge, this year, which would help prevent leaks and, over time, stop material from washing into the canal.

Mr. Prudhomme recommended making a decision, quickly, as the County may not be agreeable to come out a third time. Mr. Selchan pointed out that the project was a cooperative effort because the County must complete their part and the District must complete theirs.

Mr. Morera stated that this was a workable compromise that could be beneficial to both sides. Mr. Morera asked if the intent was to dewater the canal before excavating. Mr. Selchan indicated that dewatering was required because there was not enough room to dig underneath the bridge. Mr. Morera felt that dewatering the canal would help with the excavation work. Mr. Selchan agreed that it would help the crew to determine how deep to excavate. Mr. Morera recalled that, before the wall was placed in a section of canal by Coral Springs Drive, the canal was dewatered. Mr. Schriener preferred to perform excavations in dry soil, to have control over the work and prevent problems.

In response to Mr. Morera's question, Mr. Schriener indicated that the County would complete the surface work after the District completed its work. Mr. Selchan explained that the work must be coordinated because, after the dewatering, the pumps must be turned off, so the County must be mobilized. Mr. Morera anticipated the work taking several weeks and voiced concern, as this was a major artery with pumps pushing water to the other side. Mr. Selchan explained that, once the canal was blocked, there was no pumping; therefore, the work must be performed outside of hurricane season. Mr. Morera asked if the water could be pushed out another way if there was a rain event. Mr. Selchan envisioned mud diking, which entailed diking the water and digging out the mud. This was the only way to move the water because there was no way to place large enough pumps to pump water to the other side. Mr. Maguire believed that performing the work in sections was more palatable. Mr. Selchan agreed, as it provided the time was necessary to remove trees, etc.

Mr. Malefatto asked if the contract was acceptable. Mr. Schriener replied affirmatively. Mr. Selchan advised that the scope must be defined with the County before requesting proposals. Mr. Selchan wanted to excavate the canal north of the bridge, at the same time. Mr. Schriener noted a large hump in that section of canal, which must be pulled out.

SEVENTH ORDER OF BUSINESS**Continued Discussion: Proposed Budget
for Fiscal Year 2016/2017**

Mr. Wrathell recalled that the proposed Fiscal Year 2017 budget was presented at the last meeting, and referred to the changes requested by the Board. On Page 9, the overall assessment was increased 3% and, on Page 2, “Capital outlay” increased from \$1.3 million to \$1.6 million by utilizing fund balance; however, since the District was under budget and under expended for capital projects, unreserved fund balance could be used for this purpose. Mr. Wrathell would not have an issue if the Board wanted to increase the budget for “Capital outlay” from \$1.6 million to \$2 million.

Mr. Maguire asked why “Electric” was being decreased. Ms. Cerbone referred to an email that she sent to Mr. Selchan regarding lower electric expenses, noting that electricity was difficult to predict, as it depended on the operation of the pumps and the amount of rainfall. Mr. Selchan recalled increasing “Electric”. Ms. Cerbone noted that “Electric” was budgeted at \$60,000 for Fiscal Year 2017. Mr. Selchan asked if there was an increase over the prior year. Ms. Cerbone reported that \$54,000 was spent through March, \$85,000 was projected through the end of Fiscal Year 2016 and \$48,000 was budgeted. “Electric” for Fiscal Year 2017 increased slightly.

Mr. Selchan advised that since the pump station was built, over three years of operation, expenses have not exceeded \$48,000; however, the amount of rainfall was unpredictable. This year, the amount of rainfall was exceeded and he expected that, before the end of the year, the electric cost could be greater because of having to pump all week.

Mr. Wrathell recommended increasing “Electric” to \$85,000, utilizing \$25,000 under “Use of fund balance” to keep the 3% assessment increase. There was Board consensus.

Mr. Maguire asked if the culverts were cleaned. Mr. Selchan explained that the culverts were inspected every year but cleaned every other year. This year, the culverts were inspected. In response to Mr. Maguire’s question, Mr. Selchan estimated that the inspection cost for all culverts was approximately \$50,000. The worst culverts would be selected and \$50,000 would cover cleaning 15 to 20 culverts. Mr. Maguire asked if \$100,000 was sufficient for next year. Mr. Selchan recalled that \$100,000 was budgeted every year. In response to Mr. Prudhomme’s question, Mr. Selchan estimated 167 total sites. The number of culverts at each site varied in size and quantity; ranging from one to four culverts. One site could have a culvert measuring 24” and the next could have four 60” culverts.

Mr. Wrathell recalled that, in the audit, updating the five-year capital plan was recommended. The Auditor General was advised that the District was obtaining cost estimates for the West Outfall Canal and bridge work, which could affect the five-year plan. Mr. Wrathell recommended updating the five-year plan, when cost estimates were received.

Mr. Maguire asked if there were sufficient funds in “Legal” to deal with the IBI litigation. Mr. Wrathell referred to the \$100,000 budgeted for “Legal: litigation”, which was adequate, unless the matter goes to court. Mr. Malefatto agreed. In response to Mr. Malefatto’s question, Mr. Wrathell estimated that, currently \$6,200 was spent. With the Lanzo litigation, the District spent \$36,000. Mr. Wrathell felt that \$100,000 was sufficient.

Mr. Maguire asked where the \$400,000 for “Capital outlay” was coming from. Mr. Wrathell explained that, out of the \$1,322,700 budgeted for Fiscal Year 2016, \$400,000 was projected through 9/30/2016. Without using fund balance, \$1 million would be funded. Mr. Wrathell referred to a “Fund balance – beginning” of (\$681,800), which would be used to balance the budget. In other words, \$681,800 of fund balance would be used to balance the budget and the remaining amount of approximately \$900,000 to \$1 million, would be funded via assessments. The amount would be changed with the adjustment to “Electric.”

Mr. Maguire questioned why “Field equipment” was reduced to \$30,000, when \$90,000 was projected. Mr. Selchan explained that \$90,000 was spent on the new trucks. Mr. Maguire asked if the \$90,000 was saved and then spent. Mr. Selchan replied affirmatively, noting that \$30,000 would be budgeted each year to build up enough money to replace the trucks, which was anticipated to take five years. Mr. Morera noted that, in five years, \$150,000 would be built up but \$150,000 was not needed to replace all of the trucks. Mr. Selchan pointed out that when there were enough funds to replace the trucks, the remaining funds were not necessary.

Mr. Morera felt that the budget addressed all of the District’s needs, with sufficient funds to undertake any project and provided leeway for unforeseen circumstances. Being able to self fund, plan ahead and not borrow was doing a service to residents.

In response to Mr. Maguire’s question, Mr. Wrathell confirmed that the budget would be finalized at the next meeting, which would be the Public Hearing.

EIGHTH ORDER OF BUSINESS**Consideration Phillips & Jordan One-Year Renewal for Disaster Debris Removal Services**

Ms. Cerbone recalled that, for several meetings, the District was focused on debris removal and debris monitoring. At the last meeting, the monitoring renewal agreement was approved.

Ms. Cerbone presented the renewal letter from Phillips & Jordan, Inc., (Phillips & Jordan) for disaster debris removal. This agreement was for a multi-year contract with a series of one-year renewals.

Mr. Maguire asked if the agreement covers \$2.5 million to remove debris. Mr. Wrathell believed that the original agreement piggy-backed off of the City of Coral Springs' agreement. Ms. Cerbone clarified that this was a stand-alone agreement and the piggy-backing with the City was for monitoring. Mr. Wrathell confirmed that the \$2.5 million was the budgeted amount. The agreement was for a per unit basis of excavating and removing "x" amount of material and the cost.

Mr. Selchan advised that the amount paid to Phillips & Jordan was controlled by the Federal Emergency Management Agency (FEMA) and the Natural Resources Conservation Service (NRCS). There was a flat rate for every service they provide.

Mr. Maguire asked whether the District was covered by \$2.5 million in debris removal if a hurricane hit. Mr. Selchan indicated that the District would spend \$0.25 on the dollar, up to \$2.5 million. If the cost exceeded \$2.5 million, the District must take out a loan.

On MOTION by Mr. Maguire and seconded by Mr. Prudhomme, with all in favor, renewal of the Phillips & Jordan, Inc., Agreement, for disaster debris removal services, was approved.

Ms. Cerbone explained that, when a Phillips & Jordan representative contacted the City about a piggy-backing agreement with the District, the City wanted a co-purchasing agreement, as the City did not want to violate any FEMA arrangements; however, the District does not enter into those. Last week, Mr. Lewis mentioned to Ms. Cerbone that the City was incorrect, and, since the District's agreement was specific to what the District needed and excluded items that the City needed, in the long run, it was better for the District to have a stand-alone agreement with Phillips & Jordan, with one-year renewals. When the renewals expire, the debris renewal would go out for Request for Qualifications (RFQ) and a vendor would be selected. This would

not be a price issue because it was FEMA regulated. Mr. Selchan noted that the Board would choose the vendor based on qualifications. There were a handful of vendors in the country but Phillips & Jordan were rated number one. Mr. Selchan felt that it made sense to contract with Phillips & Jordan because they perform the City's debris removal and all of the debris removal sites would be in Coral Springs. The District does not have a debris removal site and would need the City's assistance. Using the City's contractor should make the debris removal operation seamless. Mr. Selchan spoke to the City's Public Director and they have no issue.

Ms. Cerbone pointed out that the District was using the City's disaster debris monitoring company, Rostan Solutions, Inc., (Rostan).

Mr. Selchan felt that the District was better off not piggy-backing the City's contract, as the City's contract did not specify removing debris from canals. Under the City's agreement, homeowners must take their trash to the street and the contractor picks up the trash, curbside. Piggy-backing any City's agreement would not serve the District, unless it included canal work.

NINTH ORDER OF BUSINESS**Approval of Unaudited Financial Statements as of June 30, 2016**

Mr. Wrathell presented the Unaudited Financial Statements as of June 30, 2016. On Page 1, the \$6,345,697 in the "FineMark Bank - ICS" account is distributed to banks that are FDIC insured. Page 2 reflected assessment collections at 98%. Remaining assessments would be collected through tax certificate sales. The District should be 100% collected by August. On Page 3, overall expenses were at 48% of budget. The "Debt Service" fund, on Page 4 had a corresponding 98% in collection. The November 1 and May 1 principal and interest payment were made.

Mr. Morera asked if there was a deadline for spending excess "Capital Projects" funds. Mr. Wrathell indicated that 80% of the proceeds must be spent within three years, which was exceeded. According to the Bond Trust Indenture, if there were no further capital projects, the excess funds could be used to redeem bonds. Mr. Wrathell noted that the funds could be used for the West Outfall Canal project.

On MOTION by Mr. Maguire and seconded by Mr. Prudhomme, with all in favor, the Unaudited Financial Statements as of June 30, 2016, were approved.

TENTH ORDER OF BUSINESS

Approval of July 13, 2016 Regular Meeting Minutes

Mr. Morera presented the July 13, 2016 Regular Meeting Minutes and asked for any additions, deletions or corrections. The following changes were made:

Line 147: Change “breakers were thermal, except for the third pump” to “breakers were changed”

Line 532: Change “if the Board wanted a full report from IBI attorneys” to “if the Board wanted a full report from the District’s attorneys”

On MOTION by Mr. Maguire and seconded by Mr. Prudhomme, with all in favor, the July 13, 2016 Regular Meeting Minutes, as amended, were approved.

ELEVENH ORDER OF BUSINESS

Supervisors’ Communications

Mr. Prudhomme asked about the ABB Power (ABB) request to de-silt their canal, if ABB cleared the canal bank. Mr. Selchan indicated that the matter was proceeding. Later in the meeting, Mr. Selchan had an update regarding a conversation between the City and ABB owners, which stalled negotiations. Mr. Prudhomme inquired about the status of the canal, at the old Westinghouse property, on the corner of Coral Ridge Drive and Wiles Road. Mr. Selchan reported that the owner cleared their portion of the canal and Staff sprayed; work was ongoing. Debris and rocks must be cleared along the canal bank. Mr. Selchan did not recommend further work until the issue with the City was resolved. Mr. Prudhomme asked if the owner was happy. Mr. Selchan noted that they were reasonable.

Mr. Prudhomme asked about the situation with Advanced Hood Systems (AHS). Mr. Zielnicki had not heard from the owner and would send another email. Mr. Selchan recalled that the owner needed additional time to save the funds necessary for the work to be completed. Mr. Morera asked if the original notice included dates for the owner to respond by. Mr. Zielinski

confirmed that it was not a formal letter or complaint; only a series of emails back-and-forth between the owner and the contractor.

Mr. Morera wanted the owner to receive formal direction; if Staff was in the middle of a project, it should be handled properly and answers must be provided to the Board. Mr. Morera did not expect Staff to say that they had not followed up, was working on it or sent a couple of emails. Staff should either handle it or forward it to someone who could handle it properly.

Mr. Zielinski reported that the last communication from the owner was that they did not have the funds and requested time, which Mr. Zielinski was providing. Mr. Zielinski did not know what action the Board wanted to take. Mr. Morera questioned how long this matter was going to linger, whether this was months or years. Mr. Zielinski suspected that the owner wanted to delay this. Mr. Morera requested a more formalized process to handle these types of situations, such as providing documentation, putting the owner on notice that, after receipt of the notice, the owner had a certain number of days to respond or strict action would be taken. Mr. Schriener requested advice from District Counsel.

Mr. Malefatto advised that, based on the current action, which was informal, Mr. Schriener should write a pleasing letter requesting a response from the owner and specify a deadline for completion of the work or the matter would be referred to District Counsel, per the Board's direction.

Mr. Wrathell agreed with Mr. Selchan's direction of referring this matter to the South Florida Water Management District (SFWMD) and having the SFWMD respond to the owner.

Mr. Selchan suggested pulling the owner's permit, so they cannot drain water. Without draining water, the owner cannot do business. Mr. Malefatto requested a copy of the permit. Mr. Selchan noted that this would be the final step if the Board did not want the owner to be draining water; SFWMD provides the surface water permit, versus the District's permit, which was to cross the right-of-way (ROW). Mr. Selchan pointed out that the Board had several options, such as rescinding the ROW permit, rescinding the SFWMD permit, providing the owner with a deadline to perform the work or Staff would perform the necessary work and assess the owner. Staff would prepare a Scope of Work and hire a contractor.

Mr. Malefatto did not believe that the SFWMD would take action any time soon, as the SFWMD had larger issues to handle; however, the District had the ability to assess, if the owner was not responsive to do the work. The SFWMD may or may not get to it. Furthermore, it had

not been determined whether the owner was in violation of the permit. Mr. Selchan advised that the owner would not be in violation of the SFWMD permit. SFWMD could be asked to suspend the permit until the owner met the obligations of the District's permit but this was a long, drawn out process. Mr. Selchan recommended handling the matter in-house. Mr. Wrathell suggested alerting the owner by handling it in-house and referring to the SFWMD. Mr. Schriener asked if the pipe could be closed to stop further discharge. Mr. Selchan did not recommend this because runoff would flow down the street. Mr. Wrathell suggested informing the SFWMD that the owner did not meet the District's requirements and was going to turn off the water and request that the SFWMD suspend the permit

Mr. Morera asked if this matter was ongoing for over a year. Mr. Selchan confirmed that it was a long time and it was forgotten.

Mr. Morera wanted to avoid a situation where people say, "I can get away with this with Sunshine because they will never follow it and forget about it". He did not want to set precedence, nor did he want to be hard on this business. Mr. Morera wanted the business to understand that, in order for them to have this business, they asked the District to provide certain services that the District agreed to, and the business could not, suddenly, renege. He felt that the business should adhere to what they committed to and for the District to apply District policies equally, with future businesses, and not create this ambiguity; it could create future problems. The District allowed a situation with the Corporate Park that may have a similar scenario and clear direction should be understood by the business, followed by the law, applicable to Staff and that the Board was comfortable supporting.

Mr. Schriener recommended the drafting of a letter, to be mailed tomorrow, with a date for the owner to complete the work; if the owner does not comply, the matter would be turned over to District Counsel for legal action. Mr. Morera agreed, and asked if the other Board Members support it. Mr. Prudhomme supported it but requested that the letter include language about the suspension of their right to drain. Mr. Schriener will run a parallel course with the SFWMD at the same time. Mr. Zielnicki proposed that the District give the owner a certain number of days to complete the work and provide two options if the owner does not comply. Mr. Morera stressed that the contents of the letter conform to the District's authority. In response to Mr. Malefatto's request, Mr. Schriener would provide the letter to Mr. Malefatto before it was mailed.

Mr. Schriener asked if this type of action was taken in the past. Mr. Selchan never had anyone not comply with the permit. Most parties completed the work asked to be undertaken, prior to construction, as it was easy to eliminate material; the owner not completing the work during construction created a huge mess and cost. The owner must use a sealed truck, which limits the amount of debris to be hauled away.

Mr. Malefatto questioned the amount of time for the owner to commence the work. Mr. Selchan recommended 30 days, due to the owner's limited response. Mr. Schriener wanted written proof from the owner that the work was completed. Mr. Malefatto agreed with the parallel reporting to the SFWMD and informing the owner that if the owner did not comply, the District would perform the work, pay for the work and assess the owner.

In response to Mr. Wrathell's question, Mr. Selchan explained that the owner was required to demuck the canal adjacent to their property. This was always required with new construction next to a waterway. Mr. Malefatto recalled that the most recent information was provided by the owner, which were estimates, one for \$38,900 and the other for \$46,300; the owner did nothing further.

TWELFTH ORDER OF BUSINESS

Staff Reports

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

Mr. Malefatto spoke to the attorney for IBI. A claim was filed directly against Rhon Ernest-Jones Consulting Engineers, Inc., (Rhon Ernest-Jones). In response, the attorney for Rhon Ernest-Jones filed a motion to dismiss, as Rhon Ernest-Jones should have no personal liability. Mr. Malefatto explained that the District filed against Rhon Ernest-Jones because Mr. Ernest-Jones signed and certified the documents while Mr. Ernst-Jones was still practicing in the firm and, by doing that, Rhon Ernest-Jones incurred liability. Mr. Ernest-Jones could refute that he signed documents as an employee of the company. A hearing would be scheduled, possibly later this month, and either the court would deny the motion to dismiss and allow the litigation to proceed or grant the claim and the District would have an opportunity to amend or re-file against Rhon Ernest-Jones.

Mr. Malefatto reported that IBI's attorneys made a public records request to Wrathell, Hunt and Associates, LLC, (WHA), for a copy of the Lanzo Settlement Agreement. Mr. Malefatto advised Staff at WHA to provide the agreement to IBI's attorneys.

Mr. Maguire asked if this was a two-part suit, one for the pump stations and the other for the Lanzo settlement. Mr. Malefatto believed that IBI was blaming Lanzo. Mr. Selchan speculated that IBI was thinking that the District would sue IBI for the pump stations. Mr. Wrathell agreed with Mr. Selchan that IBI was concerned about the District amending the complaint or suing IBI and Lanzo for the pump stations. Mr. Wrathell noted that, by IBI asking for a copy of the agreement, it could make the District consider suing IBI for Lanzo's incompetence. Mr. Malefatto recommended scheduling a shade meeting with IBI attorneys, if the District wanted to go that route. Mr. Wrathell felt that this was a way to put pressure on IBI. Mr. Malefatto advised that it must be a valid claim and recommended discussing this matter privately.

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

• **Monthly Engineer's Report: July 7, 2016 – August 3, 2016**

Mr. Schriener reported that CAS was spending an unusual amount of time on the City municipal building. Staff was involved in many issues, such as reviewing shop drawings.

Mr. Zielnicki explained that Staff was involved in repetitive submittals, revisions and re-submittals, in order to ensure that the box culvert and structures, in the District, were built properly. Mr. Schriener advised that these were not cost recovery costs.

Mr. Morera asked if the work was beyond what the District agreed to when the District waived their fees. Mr. Zielnicki indicated that it was part of ensuring that the City built to standards acceptable to the District but the City was having difficulty complying. Mr. Selchan pointed out that the City was providing shoddy work and getting Mr. Zielnicki to agree to items that were subpar; if the structure fell apart, the District was liable and, as a result, Mr. Zielnicki was spending time preparing calculations because the City's calculations were inaccurate. Mr. Selchan asked Mr. Zielnicki to review the City calculations because the City's calculations, for very large structures, did not meet the engineering criteria and the City's problem would become the District's problem when the structures were turned over to the District by the City.

Mr. Morera recalled that, when the District agreed to waive the fees, the District agreed based on a set number of revisions but this was above and beyond what should have been completed, based on what the District originally agreed with. Mr. Schriener concurred. Mr. Morera suggested having a separate billing specifically for the City municipal building and, if it exceeded the agreed upon amount, a bill should be sent to the City. Mr. Schriener agreed, as he

was handling Design Engineering tasks and reviewing shop drawings, several times. Mr. Selchan noted two outstanding structures; one structure was completed and the other was changing. Mr. Zielnicki reported that the remaining structure was changed from a pre-cast structure to cast in place, which was better but the question was what calculations the City would present, what shop drawing they were going to use and what pre-cast shop drawing company would be used. In response to Mr. Schriener's question, Mr. Zielnicki indicated that the structures were 34'x14' and 11' deep, which were not standard. Mr. Schriener compared these structures to the Art Walk structures. Mr. Morera felt that, if the work was beyond what the District agreed to and was costing the District additional money, the District should recover those costs.

Mr. Maguire did not disagree but voiced concern about spending \$3,000 or \$5,000 to recoup those costs. Mr. Schriener would retain a separate record.

Mr. Wrathell suggested casually speaking with the City about the situation and how the costs exceeded what was originally contemplated and requesting that the City work with their engineer to reduce costs and show good will by allowing the District to utilize those funds at a future point. Mr. Selchan noted some upcoming negotiations on the West Outfall Canal. Mr. Morera agreed.

C. District Engineering Consultant: *John McKune*

Mr. Selchan noted that Mr. McKune visited the pump station, today, while the breaker work was being performed at Pump Stations #2 and apologized for not attending meetings.

D. Field Supervisor: *Cory Selchan*

Mr. Selchan reported that the trucks were ordered and should arrive in the next several months. The District received 13" in the past several weeks, which was a tremendous amount of rainfall. Only the West Basin was pumped. The canals look good. Golf course work was proceeding. Most of the dirt work was completed in the south portion and the structures were quickly being installed. The dirt work in the north section was 75% completed. Some of the lakes were stocked with fish and more fish were arriving on Friday; a total of 3,000 fish would be stocked. In response to Mr. Prudhomme's question, Mr. Selchan estimated that the fish would arrive between 10:30 a.m., and 11:00 a.m. It takes 15 minutes to drive the fish to its intended location.

Mr. Prudhomme recalled Mr. Bernie Moyle, a resident, suggesting that District work with the golf course by entering into an Interlocal Agreement. Mr. Moyle could not enter into

the Interlocal Agreement because he was a private entity. Mr. Morera clarified that Mr. Moyle was talking about dredging the water retention areas within the golf course and adjusting the height of the pipes. Mr. Selchan noted two different golf courses and that he was referring to Broken Woods. The Country Club of Coral Springs (County Club) completed their dredging. The District permitted the Country Club to fill in a canal. There was no further communication with Mr. Moyle about working together on any golf course projects, other than Mr. Selchan speaking to the Golf Course Superintendent about algae issues in older shallow golf course lakes.

In response to Mr. Prudhomme's question, Mr. Morera indicated that the buildings would be cream. Mr. Morera was surprised how quickly the buildings were constructed. Mr. Maguire expected the first building to open on November 1. Mr. Selchan felt that the contractor was doing a quality job and it would benefit the City. The additional revenue would not hurt the District. Mr. Maguire noted that the additional water looks good. Mr. Selchan noted that it looked better than he envisioned. Mr. Prudhomme felt that the idea for placing stone on the first floor and staircases was foolhardy. Mr. Maguire pointed out that the contractor was four months behind construction but two months ahead of a sales plan to fill the buildings.

Mr. Selchan reported that the meeting with the City of Coral Springs and Corporate Park Association went extremely well; much better than he anticipated. He did not know where the City was in this process and still did not know much money the City would contribute. Mr. Selchan wondered if the Board wanted to participate in helping to clean up some of the overgrown areas and drainage swales that do not belong to the District and areas on District property that were the responsibility of adjacent property owners. The Corporate Park participants and Association members had good questions and handled themselves well. Mr. Selchan felt that the City's responses to the Association's questions were favorable.

Mr. Wrathell asked if the Association was trying to persuade the District to fund infrastructure that the District does not own. Mr. Selchan recalled confusion about the difference between the flow-ways on private property, where the water comes off of the street and into ditches, before flowing to the District's canal but, once the distinction was made, the Association President asked if the City would be willing to have a three-way split of the cost for clearing a canal bank on District property, between the City, property owner and the District.

Mr. Selchan felt that the meeting was positive and, even though Ms. Jennifer Bramley, the Assistant City Manager, could not say "Yes" or "No", she did not close the matter,

altogether. Ms. Cerbone noted that Ms. Bramley encouraged her team’s participation in a walk-through at the Corporate Park, scheduled for this Friday. Mr. Selchan pointed out that no one demanded anything from the District and this meeting was solely for information gathering, with many questions on how to proceed.

Mr. Maguire questioned the staffing. Mr. Selchan confirmed that he had sufficient Staff and that the District looked better than it ever did. The District was in good shape with the spraying and cleaning, with no complaints from residents. Mr. Morera noted that the canals looked clear, with no weeds, and acknowledged that Mr. Selchan and his crew were doing a great job.

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

i. NEXT MEETING DATE: September 14, 2016 at 6:30 P.M.

Mr. Wrathell stated the next meeting will be held on September 14, 2016 at 6:30 p.m., at this location. This meeting is the Public Hearing on the budget. Mr. Wrathell explained that, the next day, assessments are due to the Tax Collector. There was cushion in the number provided to the Property Appraiser for truth in millage (TRIM) purposes.

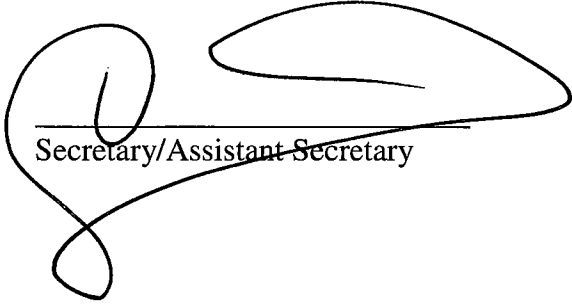
Regarding the meeting with the City of Coral Springs and Corporate Park Association, Mr. Morera felt that the District was considered a contributing partner to the project and would help, to some degree, without any commitment. When asked about the District’s position, Mr. Morera did not commit to anything, as any decision must come before the Board and, as a governmental agency, the District would follow the same guidelines. Mr. Morera hoped that the Association accomplished what they wanted and felt that the District not being responsible for anything was a good feeling. Mr. Selchan pointed out that the City looked at the District as an equal partner, instead of saying “This is your problem”, which was a surprise.

THIRTEENTH ORDER OF BUSINESS


Adjournment

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

<p>On MOTION by Mr. Maguire and seconded by Mr. Prudhomme, with all in favor, the meeting adjourned at 8:13 p.m.</p>



Secretary/Assistant Secretary



Chair/Vice Chair