

**MINUTES OF MEETING
SUNSHINE WATER CONTROL DISTRICT**

A Regular Meeting of the Sunshine Water Control District's Board of Supervisors was held on Wednesday, January 10, 2018 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
Daniel Prudhomme	Vice President
John Tornincasa	Secretary

Also present were:

Cindy Cerbone	District Manager
Al Malefatto	District Counsel
Gene Schriener	Craig A. Smith & Associates, Inc.
Orlando Rubio	District Engineer
Jim Maguire	Craig A. Smith & Associates, Inc.
Cory Selchan	Field Superintendent
John McKune	McKune & Associates

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. 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**Update: Status of West Outfall Canal Project**

Ms. Cerbone recalled that, since embarking upon the West Outfall Canal Project, the concept was to consider what worked well with the Canal Z Project, including what worked and what did not. To that end, she prepared a comparison of the key elements of the Canal Z and the West Outfall Canal Projects, as reflected in the email in the agenda package, and discussed the following with regard to the status of the West Outfall Project:

- The District seemed ahead, as far as communication.
- The District communicated with the City in advance of communicating the project to the residents.
- The District contacted the Coral Springs Improvement District (CSID) formally, in November and informally prior.
- The District had a good internal communication plan so it was prepared to meet with stakeholders.

Ms. Cerbone stated that, from a communication standpoint, whether it was in person, mail, phone or combination, the District came out of this better and she believed it has been more effective. So far, only one meeting was attended by residents and, in general, residents have been open and willing to work with Mr. Maguire and Mr. Selchan and discuss their situation.

- A key element with Canal Z that was different from the West Outfall was post-construction in Canal Z. For most of Canal Z, there remained approximately 35' or more, from the top of the canal bank and the property line, which allowed residents to file a permit application or a fence encroachment request to seek approval to install a fence in the right-of-way (ROW) up to but not to exceed 10' from their property line, if there was 35' of ROW from the top of the canal bank to the property line. For Canal Z, the vegetative buffer option was only offered on one side of the canal because there was not enough space to allow that on the other side of the canal.
- Post-construction, there will not be 35' for any property along the West Outfall Canal; therefore, according to the District's Policy, no properties would qualify. None of the current fences went through the District's fence encroachment request process.
- With Canal Z, a 10' vegetative buffer option was offered; however, it was determined that only 5' could be offered for every property along both sides of the West Outfall Canal. Going into the vegetative buffer was not offered after the initial communication;

it was part of the first communication to the City, residents and CSID. The exact amount of post-construction ROW space was not known; there were only estimates and every property may not have the same ROW space.

Ms. Cerbone presented the following feedback from residents regarding how they would like to approach encroachment removal from the CDD ROW:

- 1 of 57 elected to remove encroachments themselves.
- 16 returned the election form and did not want the District to take everything away.
- 23 returned a form and wanted to use a vegetative buffer option.
- 17 did not respond and, by default, become “Option 2”, meaning the District will remove everything.
- In some cases, an election form was returned but they did not select any Option but, based on the site visit by District Staff, a determination of which Option would best fit the resident’s situation was made. Based on the site visits, Mr. Selchan and Mr. Maguire were able to determine which election they would have made, if a site visit had occurred prior to submittal of the election form.
- In one or two cases, individuals selected an Option that did not match what they really wanted. Based on the notes that were taken and retained, the appropriate election form will be sent, assuming the Board approves the Option form Staff believes they need and, if it is not the one they want, the District will send the one they want.
- There was a decent response from residents; about 11 homes were totally silent and did not respond to a door hanger, a mailing, two visits to the home or a phone call, if a phone number could be located.

Mr. Maguire stated that, since the last meeting, he and Mr. Selchan saw 22 residents; some multiple times. They met with the Mayor, who requested that they try and meet with a resident. Mr. Morera was to meet with him to ensure he was clear on what the resident was looking for. It was one of the residents who have their fence in the Phase II area, which is 5’8” into the ROW. Ultimately, they did meet with that resident. He thought that communications with residents were good and cordial and the District addressed everything necessary. Staff determined what was thought to be reasonable and tried to work with residents, when possible; however, the overall mission was to keep the canal flowing and provide the District’s 16,000 residents with the best possible stormwater management system.

Mr. Maguire stated that he would make recommendations on exceptions. Mr. Rubio would go through the overall project and present some items for approval during his Report. Mr. Maguire noted that there are nine recommended exceptions and discussed the following:

- Seven of the recommended exceptions were for existing fences on 104th Terrace. The recommendation would be to allow the residents, with a signed Agreement, to install a fence 1' into the buffer area, provided that a fence is already on the property. This would benefit one resident with a deck encroaching 8" into the ROW. The theory was that it would be up to 1' but would abut his deck, as close as possible, and the resident would be required to remove everything else, such as his garden. For consistency, all seven residents along that ROW would be offered the 1', with a signed Agreement, and they would have 4' of remaining buffer; essentially they would have a 5' buffer, with 1' for fence and 4' for approved vegetation.
- One property, at 107th Court or Street, has a wooden pool deck and a fence sitting about 2' into the ROW; approval with a signed Agreement was recommended.
- One resident thinks they have a permit for their fence but their permit was to install it on their property; however, it was installed roughly 2' into the ROW. An exception was recommended as there should be no impact to the District's work.
- One exception is for Ms. Switzer's cassia trees; currently, two would be in the 5' buffer and two, right aside the buffer, would be moved into the buffer. The Arborist advised against relocating them, since it is not a very wind resistant tree.

Mr. Tornincasa stated that he felt good about the first exceptions but was not thrilled with the third, since Ms. Switzer could tell other residents that her trees were staying in the buffer and that she received an exception. If an exception was made for one, it could be at the risk of having to accommodate other residents too. The Arborist already stated his recommendation that the trees should not be there. Discussion ensued regarding the proposed exceptions.

Ms. Cerbone discussed the chronological order of events as follows:

1. No later than Friday, the Option Agreements will be delivered to residents, via FedEx.
2. A mandatory pre-bid meeting for the West Outfall Canal Project will be held on Monday, January 29, 2018 and the bid opening will be about a week later.
3. The Option Agreements must be returned by about mid-February; after which, those that did not respond would be classified as Option 2.

- 4. Staff would remind residents that did not return the Option 3 Agreement that, if it is not returned, the offer of the vegetative buffer would not be extended in the future.

On MOTION by Mr. Tornincasa and seconded by Mr. Prudhomme, with all in favor, granting exceptions to the seven homes on 104th Terrace allowing them to have a fence up to 1' into the buffer, with the homeowner responsible for reinstallation, and allowing for the decking at 1434 NW 104 Terrace, which protrudes approximately 8" into the buffer, were approved.

On MOTION by Mr. Prudhomme and seconded by Mr. Tornincasa, with all in favor, granting an exception allowing the home at 133 NW 107 Drive to keep the deck that protrudes approximately 2'6" into the buffer, was approved.

Mr. Morera motioned to grant an exception for two cassia trees located at 10683 NW 117 Court, already in the buffer area, and two cassia trees adjacent to the buffer area to be moved into the buffer area. Mr. Prudhomme and Mr. Tornincasa were not in favor. Motion died due to lack of a second; therefore, an exception was not granted.

Ms. Cerbone recalled past discussion concerning the West Outfall Project and noted that resident feedback was heard and on record in the Minutes and contact was made from City Officials to Board Members and Staff.

Discussion ensued regarding encroachment removal and timing, Phase 1 construction in the fall of 2018, pending litigation matter, Phase 2 construction in the fall of 2019 and whether to proceed with Ms. Cerbone's recommendation or develop an alternate option.

On MOTION by Mr. Tornincasa and seconded by Mr. Prudhomme, with all in favor, continuing with the West Outfall Project, as planned, with encroachment removal for Phases 1 and 2, was approved.

SIXTH ORDER OF BUSINESS

**Consideration of West Outfall Canal
Right-of-Way Obstructions Removal
Agreements**

Ms. Cerbone presented the Option Agreements for the West Outfall Canal Project, which she worked on with Mr. Malefatto.

A. Option 1: *West Outfall Canal ROW Obstruction Removal Agreement*

Ms. Cerbone stated that, with Option 1, the landowner would remove everything themselves, by March 1, 2018

B. Option 2: *West Outfall Canal ROW Obstruction Removal Agreement*

Ms. Cerbone stated that, with Option 2, the landowner wants the District to remove all encroachments, at the District's expense. If the owner decides that they want any of those encroachments, they must remove them on or prior to March 1, 2018.

C. Option 3: *West Outfall Canal ROW Obstruction Removal Agreement and License*

Ms. Cerbone stated that Option 3 involved an Agreement and a License Agreement. The License Agreement allows residents to use the District's ROW, under certain conditions. Option 3 has clauses whereby the District would remove everything and allows the owner a 5' buffer for approved vegetation. Option 3 also states "and exceptions as noted in Attachment A-2". She, Mr. Malefatto, Mr. Maguire and Mr. Selchan discussed the potential exceptions and developed appropriate language for the attachment, which lists the exceptions. The exceptions, except for the fences, would be for the decking at the homes of Mr. Terry Board and the Applebaums.

Mr. Malefatto stated that the Board adopted a policy in 2011 relating to Canal Z and the ROW easement clearing. These Option Agreements follow that policy but there were variations. He suggested adding an additional clause to the Agreements that states, "To the extent that the Agreements may vary from the preexisting ROW Clearing Policy; that the Agreements would prevail"; meaning the language of the Agreements would prevail over the prior policy. This language would be added to the Agreements, as it was not in the Agreements provided today.

Ms. Cerbone stated that the Board would approve the Agreements in substantial form.

Discussion ensued regarding Paragraph 7, in Option 3, similarities to the Canal Z Agreements, risks only in a catastrophic event, modifications to the Agreements, vegetation in the 5' buffer, large equipment accessing the buffers, risks associated with 10% of the District's residents living on the canal, amending the Agreements to include language about the assessments on the tax roll and owners being responsible for the costs and the terms of the Agreements prevailing over the prior policies.

On MOTION by Mr. Tornincasa and seconded by Mr. Prudhomme, with all in favor, Option 1: West Outfall Canal ROW Obstruction Renewal Agreement, as amended, was approved.

On MOTION by Mr. Prudhomme and seconded by Mr. Tornincasa, with all in favor, Option 2: West Outfall Canal ROW Obstruction Renewal Agreement, as amended, was approved.

On MOTION by Mr. Tornincasa and seconded by Mr. Prudhomme, with all in favor, Option 3: West Outfall Canal ROW Obstruction Renewal Agreement, as amended, was approved.

SEVENTH ORDER OF BUSINESS

Update: Status of Communication Firm's (QCA) Billing to Date

Ms. Cerbone stated that that, when the agenda was about to go out, three hours remained on the District's contract with QCA. Since then, the three hours were used. She suggested approving 20 additional hours, as the Option Agreements must be modified, sent, logged and incoming questions answered. QCA's rate is approximately \$68 per hour; \$10,060 was previously approved. Discussion ensued regarding the benefits QCA's services.

On MOTION by Mr. Tornincasa and seconded by Mr. Prudhomme, with all in favor, authorizing QCA to perform 20 additional hours of work on the West Outfall Canal Project, was approved.

EIGHTH ORDER OF BUSINESS

Consideration of Bid Documents: West Outfall Canal Encroachments Removal Phase 1A/2A (full bid package available upon request)

Mr. Rubio stated that the Invitation to Bid documents were prepared. Bids will be due on February 16 and a mandatory pre-bid conference will be held on Monday, January 29, 2018 at 10:00 a.m., at the LaQuinta Inn, in the Grand Ballroom, 3701 North University Drive, Coral Springs, Florida. No bidder could withdraw their bid for a period of 90 days and a bid

recommendation would be provided based on how the bid was reviewed, quantified and checked for references, etc. The duration of the project will be six weeks.

Discussion ensued regarding the bid recommendation, advertising the bid, the lowest and most responsive bidder and holding a pre-construction meeting after the bid is awarded.

On MOTION by Mr. Tornincasa and seconded by Mr. Prudhomme, with all in favor, the Invitation to Bid for the West Outfall Canal Encroachments Removal Phase 1A/2A, was approved.

NINTH ORDER OF BUSINESS

Continued Discussion: Hurricane Irma Debris Removal

Mr. Selchan stated that there was a meeting with the Federal Emergency Management Agency (FEMA) Representative to discuss what the District will do, going forward. The National Resource Conservation Service (NRCS) is still unfunded so he reached out to FEMA. FEMA advised the District to complete the work and they would reimburse the District; therefore, he was trying to start the work going through FEMA, in lieu of the NRCS. Ms. Cerbone distributed the estimates today and a few months' ago and the amounts had not changed. Phillips & Jordan will perform actual debris removal and Rostan will monitor the debris removal, take pictures of the material in the canal and, after the work is done, ensure that the paperwork is compiled and filed, as necessary, for FEMA reimbursement. The Phillips & Jordan sub-contractor excused himself but others are looking at the material to determine what equipment will be necessary to get started; an estimated start date was not given.

Discussion ensued regarding debris removal, sub-contractors, piggy-backing the Phillips & Jordan contract. Ms. Cerbone needs to provide a formal "Notice to Proceed" to Phillips & Jordan and Rostan, needing a contractor with the knowledge to get the work reimbursed, the \$5,800 per day monitoring cost, paying out in the hopes of receiving reimbursement, possibly not receiving reimbursement and FEMA reimbursement of \$0.75 on the dollar.

On MOTION by Mr. Prudhomme and seconded by Mr. Tornincasa, with all in favor, authorizing transmittal of a Hurricane Irma Debris Removal Notice to Proceed, was approved.

TENTH ORDER OF BUSINESS

Consideration of Interlocal Agreement between Sunshine Water Control District and Coral Springs Improvement District for Cooperative Use of CSID’s Facilities for Storm Debris Disposal

District Staff presented the Interlocal Agreement between the District and CSID. All the debris management sites in Broward County have been closed. CSID has property that does not have anything on it and would allow the District to use it as a debris management site. Phillips & Jordan obtained a permit from the appropriate authorities to use the property as a debris management site. This Agreement was prepared by Mr. Malefatto and mirrors the Agreement the District has with the City. Mr. Malefatto had that Agreement signed by CSID; the District needs this Agreement since there is no other place to take the District’s debris to have it reduced. There would be no cost to the District, other than some restoration costs that FEMA may not cover, which should be minimal. CSID approved the Agreement on December 19, 2017.

On MOTION by Mr. Tornincasa and seconded by Mr. Prudhomme, with all in favor, the Interlocal Agreement between Sunshine Water Control District and Coral Springs Improvement District for Cooperative Use of CSID’s Facilities for Storm Debris Disposal, was approved.

ELEVENTH ORDER OF BUSINESS

Approval of Unaudited Financial Statements as of November 30, 2017

Ms. Carbone presented the Unaudited Financial Statements as of November 30, 2017. Assessment revenue collections were at 16% and expenditures were at 35%. She would research the line item for “Postage” since she believed some of those expenditures needed to be reclassified to the line item for “Postage – ROW clearing”.

On MOTION by Mr. Prudhomme and seconded by Mr. Tornincasa, with all in favor, the Unaudited Financial Statements as of November 30, 2017, were approved.

TWELFTH ORDER OF BUSINESS

Approval of December 4, 2017 Regular Meeting Minutes

Ms. Carbone presented the December 4, 2017 Regular Meeting Minutes and asked for any additions, deletions or corrections. Mr. Malefatto and Mr. Rubio previously submitted changes to Management's office. The following additional change was made:

Line 182: Change "Conversations" to "Conservations"

On MOTION by Mr. Tornincasa and seconded by Mr. Prudhomme, with all in favor, the December 4, 2017 Regular Meeting Minutes, as amended and to include the edits previously submitted to Management's office by Mr. Malefatto and Mr. Rubio, were approved.

THIRTEENTH ORDER OF BUSINESS

Supervisors' Communications

Mr. Morera stated that the "Taste of Coral Springs" would be on Tuesday, February 27, 2018; if anyone was interested, he would obtain tickets for them. VIP Tickets are \$75 and regular admission tickets are \$60. This event is a fundraiser for three different charities.

Mr. Morera stated that, after speaking with the Mayor, he spoke with Mr. Applebaum.

FOURTEENTH ORDER OF BUSINESS

Staff Reports

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

Mr. Malefatto reported the following:

- IBI Group (IBI) Litigation – The Court refined the trial date and the trial was now scheduled for October 29 to November 16, 2018.

Mr. Malefatto advised the District Engineers to keep those dates open since they likely would have to testify during the trial. Discovery is going forward and, on behalf of the District, a Motion to Produce Documents was filed. IBI has the documents on its computer system and said that the cost of producing the documents would be approximately \$150,000 to \$300,000. It was argued in Court and the Judge determined that IBI and the District must try to work it out to get the amount down and, if an agreement could not be reached, then it would come back to him. Counsel would try to work it out; however, if it does not work out, a court hearing would be held in 45 days. Mediation, which is required before the case can go to trial, must occur no later than August 31.

Discussion ensued regarding the IBI documentation.

➤ Litigation Involving Drowning

Mr. Malefatto stated that Mr. Dominick Tamarazzo, of The Kelly Kronenberg Law Firm, is the counsel now handling the District's case. He had several conversations with Mr. Tamarazzo and, the week prior to Christmas, Mr. Malefatto, Ms. Cerbone and Mr. Selchan met and filled him in on a lot of facts and information that Mr. Selchan had. The District's position is that it is not the District's responsibility, since the District does not own the canal where the drowning occurred. The Developer contends that it is the District's canal. Ultimately, we should be able to overcome that contention. Mr. Selchan may have to be deposed, since knows the information concerning the Coral Lago land exchange. Through his deposition, the information would become part of the record. In addition to Mr. Tamarazzo, Mr. Malefatto would also attend the deposition. The District's defense counsel, Mr. Tamarazzo, is being paid by the District's insurance company, Traveler's Insurance.

➤ Legislative Session

Mr. Malefatto stated that the Legislative Session began yesterday and runs through the first week of March. As of yesterday, January 9, 2018, one of the special district's lobbyists stated that the legislation related to method of voting in special districts in the City of Coral Springs had not yet moved out of committee. Nothing definitive would be known until later in the session.

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

i. Monthly Engineer's Report: December 4, 2017 – January 10, 2018

Mr. Maguire presented the Monthly Engineering Report. The bid documents and updated plans have been prepared for advertisement. One of his field representatives photographed the non-vegetative encroachments in the canal ROW for both two phases, for the District Manager's use. The District's Arborist submitted a tree permit application to the City; everything went well and there were no comments. Only the mitigation fee remained pending; the fee for the two phases is \$97,375 for permit issuance, which requires Board approval.

Discussion ensued regarding the tree mitigation fee, CSID residents benefitting from the work, continuing talks and negotiations to obtain a lower mitigation rate and keeping the project on track.

• **Consideration of West Outfall Canal Proposals**

Mr. Maguire will continue negotiating to get the mitigation fee reduced.

On MOTION by Mr. Tornincasa and seconded by Mr. Prudhomme, with all in favor, the Mitigation Fee of \$93,375, for the tree permit/mitigation, was approved.

Mr. Rubio stated that the engineering costs for the Encroachment Removal Phase will be \$34,272 and \$207,095 for the Canal and Bridge Work Phase; both projects are scheduled to start on or after November 1, 2018. Both proposals include a lump-sum item for bidding different services, which entails assisting the District with the bid instructions, responding to Requests for Information (RFI) during bidding, pre-bid conferences, bid opening, bid evaluation, reference checks, bid tabulation summary and recommendation, coordination with the contractor and District on contract execution and the pre-construction meeting.

Discussion ensued regarding the canal widening, the cost to work under the bridge, Canal Z and water from the outfall, the canal being deep enough and work lasting five or six months.

- **No. 3647 – Improvements Project Phase 1B**

On MOTION by Mr. Prudhomme and seconded by Mr. Tornincasa, with all in favor, the Craig A. Smith & Associates Proposal No. 3647 for Improvements Project Phase 1B, in a not-to-exceed amount of \$207,095, with engineering monitoring of the encroachment removal, was approved.

- **No. 3648 – Encroachments Removal Project Phases 1A & 2A**

On MOTION by Mr. Prudhomme and seconded by Mr. Tornincasa, with all in favor, the Craig A. Smith & Associates Proposal No. 3648 for Encroachments Removal Project Phases 1A & 2A, in a not-to-exceed amount of \$34,272, was approved.

ii. Ratification of Water Control Plan Update

Mr. Rubio stated that, at the last meeting, the Water Control Plan (WCP) was presented and there were a few comments must be ratified. Verbiage was added and, depending on what happens with the litigation related to the pumps, Phases 1 and 2 could be another project requiring reprioritization; he did not know the costs. The second edit was revising Table 3, on Page 10. The costs were originally reflected in calendar years but were changed to the fiscal year; therefore, the Table was modified for the fiscal calendar.

Mr. Morera stated that he rode with Mr. Selchan to get a sense of the projects. He asked if the existing twin risers to the elliptical pipes project, on Page 20, could be looked at and if there were funds to complete that work this year. Mr. Rubio stated that it was sketched out, on Page 20, which is what would have to be done if that type of back-flow preventer was done.

Discussion ensued regarding funding the cost without impairing the Outfall Project, there being no major projects completed within the last two years, this project being less complicated than other projects and it being a component to the flow of the District, completing the additional project during Fiscal Year 2018 after the rainy season and completing the project in approximately two months.

Mr. Morera requested that Mr. Rubio and Mr. Maguire provide the answers and costs for the additional project by the March meeting.

On MOTION by Mr. Tornincasa and seconded by Mr. Prudhomme, with all in favor, the Water Control Update, as amended, was approved.

C. District Engineering Consultant: *John McKune*

Mr. McKune commended the team on a great job with the planning and projects.

D. District Field Supervisor: *Cory Selchan*

Mr. Selchan stated that the total rainfall for the past year was almost 85". Normally, annual rainfall is 64" to 67". There was a tremendous amount of rainfall with the summertime storms, hurricane and tropical storms; most of the water was absorbed into the ground. The team put together a great program and put out a great work product. He was looking forward to a productive 2018.

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

i. NEXT MEETING: February 14, 2018 at 6:30 P.M.

The next meeting will be held on Wednesday, February 14, 2018 at 6:30 p.m., at this location. Discussion ensued regarding cancelling the next meeting and the March Landowners' Meeting. Unless something was pressing, Ms. Cerbone would confer with the President a few days prior to the next meeting date and advise the Board if the February 14 meeting would be cancelled.

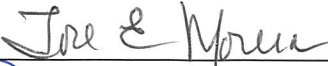
THIRTEENTH ORDER OF BUSINESS

Adjournment

There being no further business to discuss, the meeting adjourned at 9:12 p.m.



Secretary/Assistant Secretary



President/Vice President