

**MINUTES OF MEETING  
SUNSHINE WATER CONTROL DISTRICT**

The regular meeting of the Board of Supervisors of the Sunshine Water Control District was held on Wednesday, April 11, 2007 at 6:38 p.m. in the Commission Chambers at Coral Springs City Hall, 9551 West Sample Road, Coral Springs, Florida.

Present and constituting a quorum were:

Mary Macomber	President
Dave Hulett	Vice President
Philip Sobers	Secretary
Russell Parks	Outgoing Supervisor

Also present were:

Bob Nanni	Manager - Severn Trent Services
Dana Kaas	Severn Trent Services
Ed Goscicki	Severn Trent Services
Karen Ellis	Severn Trent Services
Mona Slaughter	Severn Trent Services
Cory Selchan	Field Superintendent
Dan Daly	Coral Springs Improvement District
Bruce Cranmer	Attorney
John McKune	In-House Engineer
Cedo DaSilva	CH2M-Hill
Peter Colussy	CH2M-Hill
Daniel Bohorguez	CH2M-Hill
Rich Michaud	City of Coral Springs Director of Public Works
John Petty	
Several Residents	

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Nanni called the meeting to order and called the roll.

**SECOND ORDER OF BUSINESS**

**Organizational Matters**

**A. Oath of Office for Newly Elected Supervisors**

Ms. Macomber stated I want to thank Mr. Parks for all his years of service and great work. He supported Mr. Sobers and me and we respect his values and judgement. You will be sorely missed. We wish you all the best.

Mr. Parks stated thank you.

Mr. Sobers stated I echo Ms. Macomber and wish you well in your well earned retirement.

{Applause from the Audience}

Mr. Nanni being a Notary of the State of Florida, administered the Oath of Office to Mr. Hulett, a signed copy of which is attached hereto to be made a part of the official record.

**B. Election of Officers**

Mr. Nanni stated since a new Board member is seated, it is necessary to have a re-organization of the officers. The Board usually elects a President, Vice President and Secretary.

Mr. Sobers nominated Ms. Macomber as President and Mr. Hulett seconded the nomination. Hearing no further nominations, with all in favor Ms. Macomber was elected President.

Ms. Macomber stated I will try to live up to the work Mr. Parks accomplished.

Mr. Sobers nominated Mr. Hulett as Vice President and Ms. Macomber seconded the nomination. Hearing no further nominations, with all in favor Mr. Hulett was elected Vice President.

Ms. Macomber nominated Mr. Sobers as Secretary and Mr. Hulett seconded the nomination. Hearing no further nominations, with all in favor Mr. Sobers was elected Secretary.

**THIRD ORDER OF BUSINESS**

**Approval of the Minutes of the March 14, 2007 Meeting**

Mr. Nanni stated each Board member received a copy of the minutes of the March 14, 2007 meeting and requested any additions, corrections or deletions.

There not being any,

On MOTION by Mr. Sobers seconded by Mr. Hulett with all in favor the minutes of the March 14, 2007 meeting were approved.

**FOURTH ORDER OF BUSINESS**

**Consideration of Permit Request to Pan American Group for Right-of-Way Permit for Construction of a Monitoring Well on Sample Road East of NW 124<sup>th</sup> Avenue and NW 35<sup>th</sup> Street**

Ms. Macomber stated the letter from Mr. DaSilva was addressed to Ms. Donna Holiday. Is she back in business?

Mr. DaSilva responded it was a typo. This request is for a right-of-way permit for a monitoring well. We request approval of the permit with the recommendations as stated in the letter.

Mr. Sobers moved to approve the permit request from Pan American Group for a right-of-way permit for construction of a monitoring well on Sample Road East of NW 124<sup>th</sup> Avenue and NW 35<sup>th</sup> Street and Mr. Hulett seconded the motion.

Mr. Hulett asked are they installing the monitoring well at their expense?

Mr. DaSilva responded yes.

Mr. Hulett stated all they are doing is asking us for permission to install the well in our right-of-way.

Mr. DaSilva stated correct.

Mr. Hulett stated it looks like it is in the industrial park.

Ms. Macomber asked is Pam American Group the owner?

Mr. DaSilva responded yes.

Mr. Hulett asked what is the purpose of the well?

Mr. DaSilva responded it is just a monitoring well.

Ms. Macomber stated this is a Broward County DEP requirement.

Mr. DaSilva stated as a condition in the recommendation letter, in the event the District wishes to obtain ingress/egress to the easement and right-of-way for the purpose of maintaining the water management system, the removal of infrastructure should be at the owner's expense. This is just an underground flush.

On VOICE VOTE with all in favor the prior motion for approval of the permit request from Pan American Group for a right-of-way permit for construction of a monitoring well on Sample Road East of NW 124<sup>th</sup> Avenue and NW 35<sup>th</sup> Street was approved.

**FIFTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

Mr. Cranmer stated I was just provided with the contracts for Phase 2 of the canal rights-of-way clearing for the non-nuisance vegetation by American Earth Movers. The specifications were designed by our engineers. They met the following criteria:

- Responsive bid.
- 150 days to complete the job.
- Liquidated damages of \$1,000 per day.
- More than adequate bonding.
- 10% retainage.

Ms. Macomber asked did we prepare the contract?

Mr. Cranmer responded no, they did.

Ms. Macomber asked were they the low bidder?

Mr. Cranmer responded no, the second bidder or the lowest responsive bid.

Ms. Macomber asked have you reviewed the documents?

Mr. Cranmer responded yes. They are ready for signature.

**B. Engineer – Work Authorization #WA-4 for Stormwater Pump Stations 1 & 2**

Mr. DaSilva stated the Work Authorization is for the evaluation of the physical condition of the structural, mechanical, electrical and control components of Pump Stations 1 & 2.

Ms. Macomber asked are these new pumps?

Mr. DaSilva responded the evaluation is for the overall pump; the building and electrical components.

Ms. Macomber asked is this evaluation required?

Mr. DaSilva responded it needs to be done.

Ms. Macomber asked how did we determine this needed to be done?

Mr. Colussy responded the pump stations are 30 to 35 years old and receives periodic maintenance over the years. However, they are in such condition to where they need to be evaluated to determine what needs to be replaced now and later on, especially with hurricane season approaching. We did this for CSID and is a normal evaluation due to the age of the pump stations. We will prepare a report telling you what needs to be maintained, replaced, painted and

repaired. The subcontractor of the pumps will provide a diver to perform an inspection and a written report.

Mr. Hulett stated I noticed your compensation is estimated to be \$20,000. For the diver, we contract with a separate company.

Mr. Colussy stated correct. The diver is a separate fee. They charge us \$1,800 for each pump station.

Mr. Sobers asked when was an inspection last performed?

Mr. Selchan responded I am not aware of any complete inspection performed in the last 20 years because everything functioned the way it should function relative to the operations. Engineers have creative ideas and new ways of doing things as well as more efficient ways of doing things. They can evaluate the system as it is and look at different ways of operating each pump station; to give you the general condition of what it is now and what it could be if they decide to go in a different direction of the way it operates.

Ms. Macomber asked does staff concur this is something we need to undertake?

Mr. Selchan responded it does not hurt us to do so.

Mr. Sobers stated I recommend we establish inspection timetables based upon there being no prior record of any of these pumps being evaluated. For example, if a pump is evaluated in August, we can set up a timeline saying the next inspection is due in 24 months.

Mr. Colussy stated a major inspection should be done every five years and an interim inspection every two and a half years.

Ms. Macomber stated these pumps are new.

Mr. DaSilva stated Water Control Districts should inspect their pumps every five years.

Mr. Hulett asked are these pumps working?

Mr. DaSilva responded we have not had any problems with the pumps.

Mr. Selchan stated the pumps were installed in 2001. They are relatively new and perform flawlessly. We do not have any operational problems. However, the electrical components need to be looked at.

Mr. Goscicki stated this is part of an Asset Management Program. We are going beyond routine maintenance. The pump stations are maintained on a routine basis but periodically we will do an in-depth review of the entire asset and look at long-term strategies on how to utilize

the system, where it is going and what needs to be replaced going forward. It is more in-depth than just routine maintenance.

Mr. Sobers asked have we determined five years from now whether the same thing will be done automatically?

Mr. Goscicki responded yes.

Ms. Macomber stated we should obtain a recommendation from the engineer.

Mr. Selchan stated we should have the divers report and the actual inspection completed in 30 days and a report in 60 days.

Mr. DaSilva stated I suggest waiting for the report before proceeding.

Mr. Hulett asked do these pumps raise and lower the water levels in the canal? Are they turned on a standby basis or periodically to test?

Mr. Selchan responded the pumps are started every other month so the engines have time to sit and idol. They are only turned on when it rains in order to pump out the water. We have no way of pumping the water back in. We are getting ready for our hurricane preparation drill where we will look everything over to make sure the engines will function in a stormwater event.

Mr. Hulett asked does this expenditure come out of the repairs and maintenance line item of the budget?

Mr. Nanni responded yes.

Mr. Hulett stated \$243,000 was budgeted for repairs and maintenance, of which we spent \$7,000.

On MOTION by Mr. Hulett seconded by Mr. Sobers with all in favor Work Authorization #WA-4 for Stormwater Pump Stations 1 & 2 with CH2M-Hill in the amount of \$25,000 was approved.

Mr. DaSilva stated the next item is an update on the Hydraulic Model. This is a study we performed for all of our districts. We created a model, representing the areas as they were originally permitted when the canals were 6' to 8' deep with nice canal banks and no obstructions. We looked at the present condition of some of these canals and the potential improvements needing to be done to get the Hydraulic Model to work as designed. We looked at random areas; the worst areas and took pictures. The canal south of Wiles Road running east/west is in a bad state. In the east basin south of the Broken Woods golf course, there used to

be a canal, which is now a dry ditch. We actually designated those areas to be narrow and created different breaches and canal cross sections.

Mr. Hulett asked are they blocked?

Mr. DaSilva responded no, but when it rains it flows.

Mr. Selchan stated many of these were small ditches to begin with and were not anticipated to be big canals. They are only drainage ditches to enable the stormwater to flow into deeper areas. We have many areas where the sediment built up over the years, the canal banks eroded away and the depth of the canal was lost. If you can see any pipes, the canal bottom is higher than the bottom of the pipes. It is not a severe problem but when you calculate multiple sites it starts to impede the flow. It slows the process down of getting water out during a stormwater event.

Mr. Sobers asked is the elevation on the blocked canals in the north less than the canals south or east of it?

Mr. DaSilva responded those ditches were shallow canals at one time.

Mr. Selchan stated they were once control structures on the golf course where you could place wood in the frames to control the water flow. The golf course controlled their water level 25 years ago with a pump station to sprinkle water onto the golf course. When they were not watering the golf course, they pumped water out of a well into the golf course area to maintain their own water level. At some point they quit doing this and most of these shallow areas dried up in times of drought, such as now.

Mr. Hulett asked were these canals left this way over the years? If it was built up higher than the culverts, should there have been an ongoing process?

Mr. DaSilva responded we should look into cleaning some of these canals in the future from the overgrowth and dredge.

Ms. Macomber asked when was the last time we did any such work?

Mr. Selchan responded years ago we dredged some of the ditches to drag this type of material out because it was so shallow. It is almost impossible to keep spraying and maintaining the areas. On both sides there are all types of brush and our staff cannot get in there. Spraying would not change much because of the shallowness. To keep it flowing, you need deep water. Inside of the city we have access issues. When our tree project is underway, all of the brush around those waterways will be removed, which will make it easier to spray. Spraying has an

aesthetic value. I believe our objective is to get the material dug out of the bottom to be able to hold some water. When we get water, we need the capacity to hold the water so in times of drought, we have some storage.

Mr. Hulett stated or vice-versa.

Ms. Macomber stated there is an article in today's newspaper about SFWMD changing from outflow to inflow in order to keep water in the area.

Mr. Goscicki stated SFWMD put a halt to any recharge into any of the basins.

Mr. Selchan stated we tried to close our recharge.

Mr. Hulett asked why were these areas not being maintained all along rather than letting the sediment build up?

Mr. DaSilva responded most of the canals are in good condition. Property owners have not been maintaining to the water's edge as required. Some of these areas are commercial areas.

Mr. Hulett stated I am referring to the sediment in the canal. If you are saying the ground is higher than the culvert, this is something we should have addressed over the years.

Mr. DaSilva stated they all go to the same place. This is an essential component of the whole stormwater system.

Mr. Hulett asked can some of these small canals handle runoff in heavy rains or are they blocked?

Mr. DaSilva responded they are not blocked but they currently do not hold any water. In canal rights-of-way and surface water, stormwater flows continuously.

Mr. Hulett stated but there is currently no water.

Mr. DaSilva stated there is a ditch. When it rains, the ditch will fill up and water will travel through pipes.

Mr. Hulett asked with 16" of rain, will the water flow?

Mr. DaSilva responded yes.

Mr. Hulett stated I do not understand the point of your presentation.

Mr. DaSilva stated in doing the Hydraulic Model, we thought these canals were wet and working as designed. I do not want to put in numbers that do not represent what is out there as far as the capacity.

Ms. Macomber stated this is our first hydraulic study.

Mr. Sobers stated this leads me to believe because of the present drought, this type of condition has been revealed to you. Correct?

Mr. DaSilva responded correct.

Mr. Sobers stated had we not had a drought, you would not have been able to see this.

Mr. Selchan stated we have known for some time these were shallow ditches but this is a great opportunity for you to see the condition of some of these ditches. We want to address cleaning this material out so when you have two pipes and the water has to flow between point "A" to point "B" there is a rise in elevation for it to go over. We want to start addressing the worst areas and move into areas we have not addressed in the past. As we find these areas, we will highlight them, put them into the Hydraulic Study and see how it affects the flow. If there are serious effects, we will address them immediately. If not, you can have an annual maintenance with "x" amount of funds to spend to dig out certain areas on an annual basis.

Mr. Hulett asked will the work be prioritized?

Mr. Selchan responded yes.

Mr. Hulett asked is there money in this year's budget?

Mr. Selchan responded we budget a certain amount of money each year to address small areas. It is not a great deal of money so not much work is done.

Mr. DaSilva stated after the model is completed, we can prioritize the areas. We will have to see what the results are.

Ms. Macomber asked when do you think the model will be complete?

Mr. DaSilva responded next month.

Mr. Cranmer asked do you think we should have the contract signed before the meeting or after?

Mr. Nanni responded I believe the President is going to call Mr. Colussy after the meeting.

Ms. Macomber stated at this time, I request Mr. Colussy review the tree removal bid.

Mr. Colussy stated at our last meeting, we had the contractors here who were the second lowest bidder on the project. There was a pre-construction meeting, which I attended along with Mr. Selchan and the contractor. The contractor started marking all the nuisance trees as the Board requested, which will be completed by the end of this week. This Friday, Mr. Selchan and I will meet with the contractor to prepare a plan and schedule. Mr. Selchan will be placing door

hangers on residents doors' explaining what is going to be done. We will be monitoring the contractor closely to make sure only nuisance trees within the District's rights-of-way are removed.

Ms. Macomber asked were we going to tag all the trees?

Mr. Colussy responded they should be 100% tagged by the end of this week. The contractor has an Arborist on staff who marked the nuisance trees. The contract is 150 days but we are hoping to get it done quicker. They will have three to four crews performing the job.

Mr. Cranmer stated there is a time limit of 130 days with an outside limit of 150 days. There will be \$1,000 per day penalty for delays. There are liquidated damages at a set amount to be determined by the Board. The bonding has been met. There is a 10% retainage. When they are done, we will do a walk through. There are no subs. This company is able to do the job without having to sub it out.

Mr. Colussy stated I was just informed by the contractor they will be bringing a sub in.

Mr. Cranmer asked for what purpose?

Mr. Colussy responded so they can have more crews.

Mr. Cranmer asked is he afraid of the liquidated damages provision?

Mr. Colussy responded could be. I worked with American Earth Movers before they used subs for Phase 1 and we had little problems with them. Any problems American Earth Movers was responsive to and took care of them.

Mr. Cranmer asked will you monitor their progress?

Mr. Colussy responded absolutely. They will give us all the paperwork for the subs in regards to who is doing the work and the type of work they will be doing.

Mr. Cranmer stated this is a revision to the contract

Ms. Macomber asked do we need to issue a change order?

Mr. Cranmer responded yes.

Mr. Nanni asked why was the contract awarded to the second lowest bidder?

Mr. Colussy responded the lowest bidder did not have a General Contractor on staff and counsel advised him he needed to provide certain paperwork allowing him to use an outside General Contractor. He was unable to provide the paperwork. Therefore, the contract was awarded to the second lowest bidder, American Earth Movers.

Ms. Macomber asked have we received any bid protests?

Mr. Cranmer responded no. The lowest bid was not a responsive bid. The bid we did accept was a responsive bid and is substantially lower than our engineering estimate. As you stated at the last meeting, if the lowest bidder had been awarded the job and had not completed it or had not completed it properly, there would be people looking over our shoulders questioning why we selected a non-responsive bid without a qualified General Contractor. I do not think we had much of a choice. We had to go with American Earth Movers.

Mr. Sobers stated in view of the fact there will be an amendment to this contract, should we wait until the amendment is filed? As it stands now, this contract does not incorporate the subs.

Mr. Colussy stated currently, the contractor is doing all the work with his own people. It will actually be a week to two weeks until he starts cutting trees down.

Mr. Cranmer stated we can have the Board approve the contract tonight and submit an amendment for our review at the next meeting so the contractor can get started. We always have the right to amend something along the way if it is unanimously agreed upon by the Board.

Mr. Sobers moved to approve the contract with American Earth Movers for removal of nuisance trees and Mr. Hulett seconded the motion.

Ms. Macomber stated I recommend we approve the contract with the understanding future amendments will come to the Board for review.

Mr. Cranmer stated with the approval of the engineers.

Ms. Macomber stated I suggest we change the motion to say "We will approve it with the expectation we will be seeing at least one amendment and future amendments.

Mr. Cranmer stated the contractor is agreeing to sign this contract without subs but now we are hearing there are going to be subs. We need to know the nature and extent of the subs. However, it is not significant as they can submit an amendment to the contract.

On VOICE VOTE with all in favor the prior motion for approval of the contract with American Earth Movers for removal of nuisance trees was approved, subject to receipt of the amended contract.

Mr. Cranmer stated the contract was already signed by the contractor. If we sign it tonight he is bound to proceed without subs. If he wants to bring in subs later and Mr. Colussy and Mr. Selchan approve it because it is for a small part of the project and will not affect the rest of the project, we will approve it. However, if they do 90% of their job with subs, we are going to hold them in breach, subject to your discretion. We can be reasonable with him.

Mr. Hulett stated for an \$880,000 contract, the contractor should have had the courtesy of being here tonight. Where is this company from?

Mr. Colussy responded Miami.

Mr. Hulett asked are we satisfied they know what they are doing and will meet our standards?

Mr. Colussy responded they worked on Phase 1, which was a tough job and they had subs. We certainly had our share of normal problems but we were able to overcome them. I believe Mr. Selchan was satisfied with them.

Mr. Selchan stated they did a good job taking care of any problem arising in the field and addressed all of our resident concerns within 24 hours. It is something to be said for them working around the residents and addressing problems immediately.

Ms. Macomber stated absolutely.

Mr. Hulett asked do they have direction as far as access? As I understand it from the meeting I attended, the concern of the residents was regarding fences and arbors.

Mr. Colussy responded they are responsible in the contract for the removal and replacement of fences, damage to sidewalks and irrigation systems. If they have to go across private property, they will have to obtain right-of-entry from the property owner. This is in the contract and we have been over it with them. We had experience with them before.

Mr. Hulett stated I understand the time constraints but normally the Board has time to review the contract before the meeting.

Mr. Cranmer stated it is always the hope but in this business things come up at the last minute. This happened in the past.

Ms. Macomber stated we have District Counsel and engineer's review.

On MOTION by Mr. Hulett seconded Mr. Sobers with all in favor the prior motion was amended to reflect the contract with American Earth Movers for removal of nuisance trees was approved as submitted.

**C. Superintendent – Discussion of Management Services Contract**

Mr. Nanni stated I understand the importance of the management services contract discussion but we have been getting an occasional inquiry from SunTrust about a short-term commercial loan. We need to get the procedures in place regarding the repayment.

Mr. Goscicki stated if you recall, a year ago last April the Board authorized us to go out for a loan with SunTrust for \$6.7 million in total proceeds to fund Phase 1 and now Phase 2 of the improvement program. We are currently at a point where SunTrust needs the Board to commit to a repayment schedule. This is what we are in the process of working through now. I suggest we have a five, ten, fifteen year repayment schedule. The reason for the loan was you needed the money upfront to move forward with these construction contracts. Obviously we have a 75% refunding on the first bond and anticipate having a similar type of result on the second one. We are currently going through the cashflow analysis of how much can be drawn down and repaid immediately to avoid any longer term payments and what we need to stretch out in terms of the longer term payments to mitigate impact on the community.

Mr. Cranmer asked is the 75% from Federal sources?

Mr. Goscicki responded yes, from NCRS.

Mr. Cranmer asked are you suggesting we may be able to pay it back on a more accelerated basis?

Mr. Goscicki responded exactly. You can have \$5 million sitting in the Reserve Fund with monies being brought in and you need to determine how much of a loan you want to carry. This is what we are going through in doing the cashflow analysis. We want to be able to come back to the Board and say, “Here is what you have, what is needed going forward and what your current assessment levels are”. We will have this for the Board at the next meeting.

Mr. Hulett asked do we have the money?

Mr. Goscicki responded yes. We already made the first interest payment.

Mr. Hulett asked how does it show on the balance sheet?

Mr. Goscicki responded it does not show so much on the balance sheet as it shows in “Debt Reserves” where you see \$5 million. There is no line item saying “Loan from SunTrust”. When you take your cashflow in and cashflow out, this is what you see.

Mr. Hulett asked is the \$5 million a loan?

Mr. Goscicki responded a big piece of the loan. It is also made up of the other revenues you brought in and the balance of your funds. This is why I want to do a cashflow analysis to show you what it looks like on the longer term perspective and not just on the balance sheet. This does not tell you what you need to see.

Mr. Hulett asked do you know the rate?

Mr. Goscicki responded no.

Mr. Hulett asked when was this loan executed; after the hurricane?

Mr. Goscicki responded the Board authorized this in April of 2006.

Mr. Cranmer stated I can provide a copy to you.

Ms. Macomber stated this is a good rate.

Mr. Cranmer stated this is because we have the taxing power, which is just about the best collateral a bank can ever have. We basically cannot go bankrupt. Secured loans have lower interest rates.

#### **Discussion of Management Services Contract**

Mr. Nanni stated at the last meeting, the Board requested discussion of the management services contract be placed on the agenda for this meeting. I was advised at the beginning of the meeting; Mr. Petty provided a proposal to the Board. Severn Trent Services also has a proposal, if you allow us to make a presentation to the Board. With us is Mr. Dana Kaas who is the Vice President of the US contract operations for Severn Trent Services. Mr. Goscicki is the Vice President and Regional Manager for Severn Trent Services.

Mr. Sobers stated I was contacted by Severn Trent Services and met with staff using “ex parte” communication. The thrust of the conversation dealt with the solicitation of proposals. There was no critical issue by either party. I felt it was imperative to address the Board pursuant to their invitation. I made no decision.

Ms. Macomber stated I was also contacted by Severn Trent Services but did not feel it was appropriate to meet.

Mr. Hulett stated at the last meeting, the Board expressed some dissatisfaction with Severn Trent Services. Mr. Petty requested he be recognized to bid for the job. If the Board feels it is necessary for a management change at this point in time, since we are subject to the Sunshine Law, the job should be advertised for any interested parties, whether Severn Trent Services or Mr. Petty or any other entity interested in applying for the management position. It is incumbent for us to do so, rather than reviewing the proposals tonight. We do not have a contract in place with Severn Trent Services. The contract is with Gary L. Moyer, P.A. from 1998. I understand Mr. Moyer's firm was purchased by Trent Services. Why do we not have a current contract?

Mr. Goscicki responded there was an assignment of this contract with a formal document going to the Board recognizing the acquisition of Mr. Moyer's firm by Severn Trent Services in 1998.

Mr. Hulett asked can I get a copy of the assignment?

Mr. Goscicki responded yes.

Mr. Hulett stated assuming this is the same contract; it calls for termination by either party for any reason upon 60 day written notice. The Board has several options to take. We can give Severn Trent Services 60 days notice and advertise the job. They may be a successful re-bidder on the job. We can also advertise the job to see who is interested and proceed from there. If we decide to make a change, we can give Severn Trent Services their 60 days notice. There are several avenues we can take on this issue.

Ms. Macomber stated it is not prudent to terminate Severn Trent Services at this time because there should be an overlap in order to make the transition.

Mr. Cranmer stated it is the Board's option to bid but not a legal requirement.

Ms. Macomber asked what are the parameters if we were to bid it out?

Mr. Cranmer responded it is based upon the expectations of the existing contract in place. I wonder how many companies there are in Florida like Severn Trent Services.

Mr. Goscicki stated there are half a dozen firms having capabilities in this regard. We have been on both sides of this process. If you are transitioning, there is an overlap required of 30 days to ensure the new firm is situated in regards to the financial transition. We do not plan to be leaving any time soon, but you are correct in terms of the transition process. As District Counsel pointed out, you have wide latitude in the management services type arena and how you

move forward. The practice in the industry has been to go through a request for proposal type of process. In this process, you request proposals from a number of qualified firms and may advertise to open the arena further. You will receive those proposals and evaluate them. You may have a select number of firms give presentations on their background and skills. In your request for proposals, you can typically outline certain criteria for this firm to have a certain number of years of experience, depth of resources and other important criteria.

Ms. Macomber stated in all fairness, this is the appropriate thing to do in terms of making sure we make an informed decision. What does District Counsel suggest?

Mr. Cranmer responded a Resolution saying the Board wants to go out for bids with a set of criteria and time period of 30 to 60 days in terms of responses and have presentations by qualified bidders.

Mr. Sobers asked how will we determine what a qualifying party is?

Mr. Cranmer responded it will be at the discretion of the Board.

Mr. Hulett stated in reading the statutes, there is no specific language in regards to particular qualifications for a management company.

Ms. Macomber stated we have some general requirements set forth in our contract, which we can use to create some specifications.

Mr. Cranmer stated keep in mind; we are heading into another hurricane season.

Ms. Macomber stated I suggest we put out a bid for 30 days

Mr. Hulett asked how long will it take to prepare a request for proposal?

Mr. Goscicki responded it will take between now and the next meeting for your attorney to prepare a proposal. We can certainly provide language to your attorney.

Mr. Hulett stated it sounds less complicated than it is.

Mr. Goscicki stated you are putting together a one page document requesting proposals and laying out criteria.

Mr. Hulett asked can we do this quicker than 30 days?

Mr. Cranmer responded I do not know. This is new for us.

Mr. Hulett asked how were the current fees negotiated?

Mr. Cranmer responded they were set by Mr. Moyer.

Mr. Hulett stated the Board approves the budget for the management fees so there must be some criteria.

Mr. Nanni stated when you are asking for an RFP, you have an idea of what you want the management company to do as it pertains to the by-laws. You are also leaving it open for the companies to propose how they will go about it and the resources they have. If you are looking at a bid, you know exactly what you want in terms of the hours and people. This is why those items are enumerated in the bid. With an RFP, once you look at the plan provided to you by a management company, you can negotiate with them.

On MOTION by Mr. Macomber seconded by Mr. Parks with all in favor District Counsel was authorized to prepare the RFP for management services as soon as practicable but no later than the May meeting.

**SIXTH ORDER OF BUSINESS**

**Supervisor Requests and Audience Comments**

Mr. Richard Michaud stated I want to offer use of the city website to solicit proposals.

Ms. Macomber stated thank you.

Mr. Michaud stated we are currently working with the city in terms of providing information to our other districts.

Mr. Hulett stated I noticed the most recent audit we have is for fiscal year 2006. Are we due to prepare the audit?

Mr. Goscicki responded it is underway.

Mr. Hulett asked is the same auditing firm going to be preparing the audit?

Mr. Goscicki responded yes.

Mr. Hulett asked who chooses the accounting firm?

Ms. Macomber responded we do.

Ms. Goscicki stated I want to introduce Ms. Pamela Rower who is our Accounting Manager for Severn Trent Services.

Ms. Rower stated we should have a draft of the audit by the next meeting. The firm was chosen by the Board during the audit selection process.

Mr. Hulett stated I could not locate a current agreement with Mr. Cranmer's firm. The version I have is from 1994. I assume this was modified.

Mr. Cranmer stated I was hired by the Board. It is a terminable at will contract. We received \$500 per month in 1992 until last year when it was increased to \$1,000. The Board can fire me any time they wish.

Mr. Hulett asked is it based on the number of hours?

Mr. Cranmer responded it is a retainer. Some months we had three to four conference calls with the Board and in other months there was little to do.

Mr. Hulett stated I am sure this worked reasonably well. I am more comfortable with you being paid hourly. You may be short changing yourself.

Mr. Cranmer stated some months I am.

Mr. Hulett stated I am more comfortable seeing the actual number of hours we are being billed.

Mr. Cranmer asked what is customary in other districts?

Mr. Nanni responded some districts have old agreements in place and others have new ones. Typically the newer agreements do not come about unless there is a change. It is like the budget process as you are allocating money for a particular position. It is an at will appointment at the Board's discretion. From looking at the budgets for other districts in terms of Attorney's Fees, it is my experience \$1,000 per month is a good deal, others are more expensive.

Mr. Hulett stated from a personal standpoint, I am more comfortable billing in hourly increments. This may be something we can address at a future meeting.

**SEVENTH ORDER OF BUSINESS**                      **Approval of Financials and Warrants**

Ms. Macomber stated on the warrant list, number 8984 to Ron Sachs Communications, our portion is 25% of the \$7,500 listed.

Mr. Goscicki stated I looked at the invoice, which you share with CSID and you should only be paying \$2,500. I will review the invoice. I have three on my desk, where the allocation was \$2,500.

Ms. Macomber asked on the waste management bill, why are we paying half when CSID and Pine Tree are only paying one-quarter?

Mr. Nanni responded we will have to research this for you and give you an answer at the next meeting.

Mr. Hulett stated I find it incomprehensible that the Ron Sachs bill is addressed to CSID and someone wrote \$7,500 is to be divided between CSID, NSID and us. This is not satisfactory to me. The bill should be directed to this District and not to other districts with a hand written note. I was surprised when I read this was for media services and public relations counseling. How many hours was this for and what was \$2,500 for?

Mr. Goscicki responded when I saw these invoices earlier today, I asked the same questions. I called Ron Sachs this afternoon and spoke with them about this as well as to staff. My question was whether we were paying \$7,500 per month for counseling and how much consulting and counseling have they done. You are buying services to produce certain products, which is to develop public service announcements dealing with the drainage issues. There was some website development work. I will review this in detail from the CSID, NSID and Sunshine perspective to make sure we have a firm handle on the status of the work, how much has been completed and how to move forward to complete this project.

Ms. Macomber stated I believe this had to do with the agreed amount to spend for the public service announcements and development of the website.

Mr. Hulett asked are the public service announcements within this District?

Ms. Macomber responded they will be shown by Comcast. When we have an issue to get out to the public, we can go on Comcast or Coral Springs cable TV.

Mr. Hulett stated I do not think this District should be liable for \$60,000 in lobbying fees. I do not feel it is of any value whatsoever to the taxpayers of the District. I hope we are not spending this money.

Ms. Macomber stated at that point, we were discussing the potential for dissolving the District by virtue of the Legislative Delegation wanting to dissolve us. The District Attorney suggested the Board hire a Lobbyist to prevent this was happening.

Mr. Hulett stated I have a problem with this expenditure. There may have been other ways to resolve this. In regards to the Riverside National Bank loan for the pump station, what is the principle amount and why are we using a bank in Ft. Pierce?

Mr. Nanni responded we will have to research and get back to you.

Mr. Hulett stated if we are borrowing money, we may want to do so with a local bank.

Ms. Macomber stated it might have to do with the interest rate.

Mr. Hulett asked is this loan for the pump station we discussed earlier?

Ms. Macomber responded yes.

Mr. Hulett asked are we under contract with Ron Sachs?

Mr. Goscicki responded yes. This is an annual contract.

Mr. Hulett asked what remains with this contract?

Mr. Goscicki responded I will get you the details. They are currently working on public service announcements. I will provide you with the details on what these announcements are and when they will be broadcast.

Mr. Hulett stated I want them bill us directly rather than billing through CSID.

Mr. Goscicki stated I will work with them. I share your concern. This Board approved contracting with an individual company to provide work in a quick and expedient fashion and combine this work with two other entities. Your opinion is valid. However, administratively we want to tighten this up. It is not a burden for them to submit three invoices instead of one.

Mr. Hulett asked is it possible for them to provide detail on the invoice regarding what work has been completed?

Mr. Goscicki responded yes

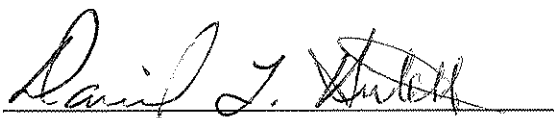
On MOTION by Mr. Hulett seconded by Mr. Sobers with all in favor the financials and warrants 8976-8989 dated April 5, 2007 were approved, subject to the District Manager providing feedback on the invoices discussed above.

**EIGHTH ORDER OF BUSINESS**

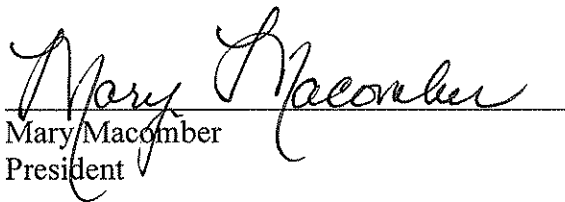
**Adjournment**

There being no further business,

On MOTION by Mr. Hulett seconded by Mr. Sobers with all in favor the meeting was adjourned.



David L. Hulett  
Vice President



Mary Macomber  
President