

**MINUTES OF MEETING  
SUNSHINE WATER CONTROL DISTRICT**

A Regular Meeting of the Sunshine Water Control District's Board of Supervisors was held on Wednesday, March 14, 2018, *immediately following the Landowners' Meeting 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
Orlando Rubio	District Engineer
Jim Maguire	Craig A. Smith & Associates, Inc.
Cory Selchan	Field Superintendent
John McKune	McKune & Associates
Kevin Bolling	Need Trees Trimmed Inds.
Lee Wordsman	Rostan Solutions

**FIRST ORDER OF BUSINESS**

**Call to Order**

Mr. Morera called the meeting to order at 7:33 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**

**Consideration of Resolution 2018-02, Canvassing and Certifying the Results of the Landowners' Election**

Ms. Cerbone presented Resolution 2018-02. At the Landowners' Meeting, Mr. Morera received 292 votes and would serve a three-year term and Mr. Tornincasa received 164 votes and would serve a two-year term.

**On MOTION by Mr. Prudhomme and seconded by Mr. Morera, with all in favor, Resolution 2018-02, Canvassing and Certifying the Results of the Landowners' Election, was adopted.**

**SIXTH ORDER OF BUSINESS**

**Consideration of Resolution 2018-03, Electing Officers of the District**

Ms. Cerbone presented Resolution 2018-03. Mr. Tornincasa nominated the existing slate of officers as follows:

- |                     |                  |
|---------------------|------------------|
| President           | Joe Morera       |
| Vice President      | Daniel Prudhomme |
| Secretary           | John Tornincasa  |
| Treasurer           | Craig Wrathell   |
| Assistant Treasurer | Jeff Pinder      |
| Assistant Secretary | Craig Wrathell   |
| Assistant Secretary | Cindy C. Cerbone |

**On MOTION by Mr. Prudhomme and seconded by Mr. Morera, with all in favor, Resolution 2018-03, Electing Officers of the District, as nominated, was adopted.**

**SEVENTH ORDER OF BUSINESS**

**Update: West Outfall Canal (WOFC) Project**

This item was discussed following the Eighth Order of Business.

**EIGHTH ORDER OF BUSINESS**

**Consideration of Response to Invitation to Bid – West Outfall Canal – Encroachments Removal – Phase 1A/2A**

**A. Affidavit of Publication**

The proof of publication was provided for informational purposes.

**B. Bid Recommendation**

Mr. Rubio stated that three potential bidders attended the mandatory pre-bid meeting but only Need Trees Trimmed Inds. (NTTI) submitted a bid. Based on a review of the bid package, the District Engineer recommended awarding the contract to NTTI, as the sole respondent and lowest and most responsive-responsible bidder, with a base bid of \$87,500.

**C. Authorization to Engage Sole Respondent, Need Trees Trimmed Inds. (NTTI)**

Mr. Rubio stated, if approved tonight, the contract could be executed. A pre-construction meeting would be held March 21. He anticipated issuing the Notice to Proceed on or before April 2, subject to being comfortable with NTTI's methods of accessing the right-of-way (ROW) and that there would be no Maintenance of Traffic (MOT) issues.

Mr. Tornincasa asked if responses were received from all of the homeowners. Ms. Cerbone stated that, of the 57 homeowners the following responses were received:

- 1 selected Option 1 and submitted the Agreement
- 8 selected Option 2 and submitted the Agreement.
- 14 others that selected Option 2 did not submit the Agreement
- 10 defaulted to Option 2 by failing to respond
- 22 selected Option 3 and submitted the Agreement

Ms. Cerbone stated that, overall, 31 signed Agreements were received, out of 57. Two more were pending.

Mr. Kevin Bolling, of NTTI, discussed his plan for the project, which included completing the work with the least amount of impact. Mr. Morera asked if Mr. Bolling was aware of the requirement for his employees to be e-verified. Mr. Bolling replied affirmatively.

In lieu of a performance or payment bond, NTTI would provide a cashier’s check for the full amount of the bid amount, which would be returned to NTTI upon completion and inspection of the work. Discussion ensued regarding the payment process.

**On MOTION by Mr. Tornincasa and seconded by Mr. Prudhomme, with all in favor, engaging Need Trees Trimmed Inds., in a not-to-exceed amount of \$87,500, was approved.**

▪ **Update: West Outfall Canal (WOFC) Project**

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

Ms. Cerbone recalled that exception recommendations were presented at the last meeting. Two exceptions related to fences were approved and the exception request that was not approved was related to vegetation that was not on the District’s approved vegetation list. At the January meeting, six or seven individuals along 104<sup>th</sup> Terrace had fences in the ROW; therefore, after careful review, it was recommended that those fences be allowed to extend 1’ into the ROW if those homeowners executed the Option 3 Agreement. Upon review and discussion, it was discovered that more than those six or seven residents have fences in the ROW; therefore, from a legal perspective, it was necessary to provide that same option to all others with a fence in the ROW along the WOFC, provided they execute the Option 3 Agreement. This option was extended to the other four or five property owners with fences.

Mr. Morera asked if any residents were interested in the 1’ into the ROW option. Ms. Cerbone stated that 22 signed Option 3 agreements were received; seven or eight had fences.

**NINTH ORDER OF BUSINESS**

**Update: Quest Corporation of America (QCA)**

**A. Billing to Date**

**B. Future Plans**

This item was discussed following the Tenth Order of Business.

**TENTH ORDER OF BUSINESS**

**Continued Discussion: Hurricane Irma Debris Removal**

Ms. Cerbone stated that Rostan Solutions (Rostan) is the District's debris monitoring and federal and local aid filing consultant. Rostan assists in everything that must be discussed, uploaded or provided to the Federal Emergency Management Agency (FEMA), National Resource Conservation Service (NRCS) or any other funding agencies.

Mr. Lee Wordsman, Rostan, stated that Phillips & Jordan, Inc. (P&J) is in the process of cleaning up the Hurricane Irma debris. Several months ago, NRCS visited the District, and later advised that the agency had no funds and identified what they would do if funds were available. The District must file with the NRCS to obtain a letter stating that funds are not available, which would then alleviate the District from NRCS jurisdiction and allow the District to seek aid from FEMA. Last Friday, NRCS advised that funds may become available, which would create an issue regarding the District's claim. Once NRCS has funds and the District has an executed funding agreement with them, NRCS would likely become the funding agent from which the District is eligible to receive funding, which would likely result in FEMA no longer considering funding the District's work because there is overlapping eligibility. Rostan believes that FEMA will continue as the funding agent until NRCS has funding or NRCS and the District execute an Agreement; there is a small window of risk for which completed work might not be reimbursed. If the District stops work to wait for NRCS, there could be a risk of FEMA questioning whether the work was emergency work and whether it should be reimbursed by FEMA. Rostan's recommendation was to continue working, engage with NRCS when they have funding but knowing that there could be a period of time when work will not be reimbursed because NRCS will not fund any work performed before an agreement is executed. If FEMA does not pay for the work performed until NRCS is funded and engaged, Mr. Wordsman felt that the District would have a strong argument for an appeal, as FEMA was the only available funding source, at the time, and it was an emergency situation. Additionally, for FEMA, debris removal and emergency protective measures must be completed within six months or an extension must be requested. The six-month deadline expired on Saturday; therefore, the District must obtain an extension from the State Emergency Operations Management (EOC) but the State EOC cannot approve the extension until FEMA issues a project worksheet, which they cannot do for some time. Once the FEMA project worksheet is issued, the extension request submitted by Rostan, on the District's behalf, would be acted upon and be retroactive to March 10, 2018. In Rostan's

experience, the State does not deny extension requests of this type so there is no reason to think it would be denied; everything was documented and in order for the State to grant the extension.

Mr. Tornincasa asked if work was on hold. Mr. Wordsman replied no; work was underway.

Discussion ensued regarding the work being performed, which agency the District was currently working with and receive funding from, etc. Ms. Cerbone clarified that the District has not received any reimbursement from FEMA. Mr. Wordsman explained that the NRCS will give funds to perform work but FEMA only reimburses for work already performed. Although there is no guarantee of FEMA reimbursement, Mr. Selchan stated that everyone was confident that the work being performed would be reimbursed, as Rostan is following and documenting the work and making sure that submittals to FEMA are properly filed. Mr. Morera asked if NRCS and FEMA work in conjunction with each other. Mr. Wordsman stated that they do not work in conjunction; they do not work on cross purposes. The NRCS program is not as robust; therefore, some work might not be funded under NRCS.

Discussion ensued regarding the NRCS and FEMA processes. In response to the question of how much is slated for the District, Mr. Wordsman stated \$1.9 million but the amount could change. Approximately 40 other municipalities are also seeking funding. Mr. Wordsman discussed details of the NRCS and FEMA processes and noted that FEMA's primary concern is to ensure that those seeking reimbursement are not being paid by more than one source for the same work. Regarding the question of whether FEMA assigned damage dollars to each Florida County, Mr. Wordsman was unsure but noted that, for the debris job, FEMA would reimburse for the actual damages; counties are not assigned a specific amount for hazard mitigation. Mr. Morera stated that the District is only involved with NRCS because water is involved.

Mr. Morera recalled that, a few years ago, the District had to pay back reimbursement funds to FEMA, due to documentation issues. Mr. Wordsman stated that he was aware of that there is always a chance of FEMA coming back for funds; however, Rostan uses an automated data management system and the information that Rostan provides will be completely comprehensive.

**A. Ratification of Phillips & Jordan, Inc., Mutual Aid Agreement**

Ms. Cerbone presented the Mutual Aid Agreement with Phillips & Jordan, Inc., for ratification. Rostan and P&J had concerns about wording in the existing agreement and recommended adding and/or updating language in the Agreement to ensure that it is FEMA-compliant. It was determined that the best approach was for the District to piggyback off of the Coral Springs Improvement District (CSID) Agreement. As it was essential for the new Agreement to be executed as quickly as possible, Mr. Morera executed the Agreement prior to the meeting. In response to Mr. Morera's question, Ms. Cerbone explained that the District's Agreement with P&J is in the renewal cycle and was renewed in August and did not include the revised language. CSID has a new Agreement with P&J that was executed in April or May and contained the new language, which is why the decision was made for the District to piggyback off of the CSID Agreement.

Mr. Morera asked if Staff was confident that this approach is acceptable to all agencies, with regard to reimbursement documentation that the District might submit. Ms. Cerbone stated that there is a risk in everything. Mr. Rostan stated, if FEMA were to not accept the piggyback Agreement, FEMA could reimburse the District at a reasonable rate and a reasonable comparable rate could likely be determined by using the rates that CSID paid. The rate that is being used for the work is the same as the rate P&J used for the City, CSID, etc. Discussion ensued regarding why the District's Agreement was not amended when it came time to renew.

**On MOTION by Mr. Tornincasa and seconded by Mr. Prudhomme, with all in favor, the Phillips & Jordan, Inc., Mutual Aid Agreement, was ratified.**

- **Update: Quest Corporation of America (QCA)**  
*\*\*\*This item, previously the Ninth Order of Business, was presented out of order.\*\*\**
- A. **Billing to Date**
- B. **Future Plans**

Ms. Cerbone did not anticipate needing the services of Quest Corporation of America (QCA) again, until construction commences in November. QCA offered to keep the communications line active and forward messages, without invoicing the District.

**ELEVENTH ORDER OF BUSINESS**

**Consideration of Proposals for Non-WOFC Vegetative Obstruction Removal**

- A. Castle Tree Art**
- B. Need Trees Trimmed, Inds.**

Mr. Selchan stated that this arose because a new homeowner wanted to use the District’s program to help homeowners remove nuisance and overgrown trees along the canal banks, provided the owner executes an agreement with the District to maintain the area with only green grass in perpetuity. Proposals were solicited from four vendors and proposals were received from Castle Tree Art (CTA) and NTTI. Mr. Selchan recommended NTTI, who was the low bidder.

Mr. Selchan explained the success of the program and discussion ensued regarding the location for the proposed work, the scope of work,

**On MOTION by Mr. Prudhomme and seconded by Mr. Tornincasa, with all in favor, Need Trees Trimmed, Inds., proposal for non-WOFC vegetative obstruction removals, in the amount of \$7,880, was approved.**

**TWELFTH ORDER OF BUSINESS**

**Update: Right-of-Way/Easement Clearing Policy**

Ms. Cerbone stated that, during review of the Option Agreements, it was discovered that Options 2 and 3 contained a reference to the ROW/Easement Clearing Policy. The Policy required a few updates but those could not occur until today’s meeting; therefore, in the interim, for the Option Agreements that referenced the Policy, a statement was made that the terms of the Option Agreement would supercede the Policy. Ms. Cerbone reviewed the Policy and Options.

The following change was made:

Option 1, Fourth Bullet, Line 1: change “2” to “1”

**On MOTION by Mr. Prudhomme and seconded by Mr. Tornincasa, with all in favor, the Right-of-Way/Easement Clearing Policy, revised February 2018, as amended, was approved.**



**THIRTEENTH ORDER OF BUSINESS**

**Consideration of Group Health and Welfare Plan Related Items: Gallagher Benefit Services, Inc.**

Ms. Cerbone state that the District’s health care insurance provider requested that the District execute the following Agreements.

**A. Business Associate Agreement**

Mr. Malefatto stated that his firm reviewed these Agreements, which are related to the insurance carrier’s obligation to maintain the privacy of the District’s employees. His firm made a few minor changes to the Agreements. Mr. Malefatto recommended approval.

**On MOTION by Mr. Prudhomme and seconded by Mr. Tornincasa, with all in favor, the Business Associate Agreement, was approved.**

**B. Client Coverage Acknowledgment and Compensation Disclosure Statement**

Ms. Cerbone stated that this Acknowledgment should have been signed previously but was not, which is why execution was requested now. This information was disclosed during the insurance presentation; however, it was not executed.

**On MOTION by Mr. Tornincasa and seconded by Mr. Prudhomme, with all in favor, the Client Coverage Acknowledgment and Compensation Disclosure Statement was approved.**

**FOURTEENTH ORDER OF BUSINESS**

**Approval of Unaudited Financial Statements as of January 31, 2018**

Ms. Cerbone presented the Unaudited Financial Statements as of January 31, 2018. Assessment revenue collections were at 83%.

**On MOTION by Mr. Tornincasa and seconded by Mr. Prudhomme, with all in favor, the Unaudited Financial Statements as of January 31, 2018, were approved.**

**FIFTEENTH ORDER OF BUSINESS**

**Approval of January 10, 2018 Regular Meeting Minutes**

Ms. Cerbone presented the January 10, 2018 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 changes were made:

Line 246: Change “Selchan” to “Rubio”

Line 292: Change “Ms. Selchan” to “District Staff”

**On MOTION by Mr. Prudhomme and seconded by Mr. Tornincasa, with all in favor, the January 10, 2018 Regular Meeting Minutes, as amended and to include the edits previously submitted to Management’s office by Mr. Malefatto and Mr. Rubio, were approved.**

**SIXTEENTH ORDER OF BUSINESS**

**Supervisors’ Communications**

Mr. Prudhomme expressed the heartbreak of all with regard to the Marjory Stoneman Douglas High School tragedy and his confidence that the Parkland community can bring about change.

Mr. Morera stated that, in light of the recent tragedy, the “Taste of Coral Springs” was rescheduled to April 10, 2018. The event is a fundraiser for non-profit organizations. The Multi-Cultural Advisory Committee will hold World Fest on April 8, 2018 at the Sportsplex. Mr. Morera echoed Mr. Prudhomme’s comments.

**SEVENTEENTH ORDER OF BUSINESS**

**Staff Reports**

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

**i. SWCD vs. IBI Litigation Update**

Mr. Malefatto presented a Client Consulting Agreement between Broad and Cassell, LLP (B&C) and CECON LLC (CECON), along with the resume of Mr. Lakhbir Chauhan, P.E., of CECON, who is being considered as an expert witness in the District’s case against IBI. If hired, Mr. Chauhan’s fee would be \$250 per hour. Mr. Malefatto stated that an outside expert is needed to support the Report prepared by the District Engineer and that IBI erred. A second amendment to the complaint to include Mr. Tom Donahue, personally, as a defendant, was

underway; IBI, Rhon-Ernest Jones and Mr. Donahue would be the defendants. Regarding request for documents and IBI's claim that the cost of producing the documents would be approximately \$150,000 to \$300,000 and the Judge's directive to "work it out", it was pointed out to IBI that they worked for the District at the time and had a responsibility to maintain the documents, as public records, so IBI will now provide them free of charge. The case is proceeding on pace and the trial should be in the November to December time frame.

**ii. Claim by Cineus/Cambroune Update**

Mr. Malefatto stated that this case was related to a drowning. Coral Lago was sued but maintains that it was a District canal; therefore, the District should be a party to the lawsuit. Discussions were underway with Mr. Dominick Tamarazzo, of The Kelly Kronenberg Law Firm, Counsel for the District. Mr. Selchan will be deposed on April 12, 2018 and make the case about the land exchange and why this is actually Coral Lago's canal and not the District's canal. Mr. Malefatto and Mr. Tamarazzo would both attend the deposition.

**iii. Legislative Update**

Mr. Malefatto stated that legislation was filed to change the voting method for the Special Districts in Coral Springs; the legislation failed but could arise again, in the future. Legislation was proposed that would have made it clear that Special Districts would not have to pay for removing vegetation or obtain permits, if it is in the District's ROW; this legislation also failed. Mr. Maguire was in discussions with the City regarding leniency or forgiveness of tree mitigation; it would require a three-step process taking about two or three, which he felt would take too long. Discussion ensued regarding the City's tree mitigation program.

**iv. 2018 Hourly Billing Rates**

Mr. Malefatto presented LLW's proposed 2018 Hourly Billing Rates. Discussion ensued regarding the proposed hourly rate increase. Ms. Cerbone confirmed that bills with the proposed \$10 per hour increase were received but have not been paid. Mr. Morera was not in favor of the rate increase being retroactive to January 1. The Board was amenable to a \$5 per hour increase, as opposed to the proposed \$10 per hour increase. Mr. Malefatto agreed to the \$5 per hour rate increase, effective April 1, 2018; new bills would be submitted to Management.

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

**i. Monthly Engineer's Report**

Mr. Rubio presented the Monthly Engineering Report. Craig A. Smith & Associates, Inc. (CAS) wants to proceed with the engineering design and permitting for Phase 2. A proposal would be presented for approval. He discussed what would be required in preparation for Phase 2. Mr. Morera asked for the time frame for starting the work. Mr. Rubio estimated six months from the time of approval. Mr. Morera questioned if Phase 2 should be delayed until how everything regarding the progress of Phase 1 and the bridge is known. Mr. Maguire stated that Mr. Rubio was referring to design work. Mr. McKune felt that the bridge would not be an issue and the pump station work that must be done, as part of this, including elimination of the ramp, is most important to the function of the pump station and should be completed as soon as possible.

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

There being no report, the next item followed.

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

Mr. Selchan stated that slightly less than 2" of rain was received since the last meeting. The East Basin dropped 2' to 5'5" and the West Basin dropped to 6'5"; the mean water level in both Basins is 7'5". Weed spraying is underway.

Mr. Morera recalled his inquiry, at the last meeting, regarding the existing twin risers to the elliptical pipes project could be looked at, whether there were funds to complete that work this year and his request that Mr. Rubio and Mr. Maguire provide the answers and costs for the additional project by the March meeting. Mr. Rubio stated that they could try to do what Mr. Selchan discussed, as in trying to place something on the west side to allow water to flow back and forth, while keeping the elevation at the permitted level; however, the dam on the west side would prevent moving water westward the way they anticipated. Therefore, something must be done with the dam, as well. Mr. Selchan stated that there is a Master Drainage Permit for the entire area, including the lake, Dog Park, parking area, behind the ice rink and beside the school, is a retention area. Staff wants to freely move water through there but that would be in conflict with the Master Drainage Permit, so Mr. Rubio must determine a way to achieve the desired movement while still meeting the Permit criteria for retention. This project was not a simple as first thought. Discussion ensued regarding the challenges of this project, the potential high cost, potential for South Florida Water Management District to allow the District to eliminate the canal.

Mr. Morera stated that, regardless of the challenges, he wants Staff to determine the most appropriate and economical remedy and proceed with the work, as he wants another project completed in Fiscal Year 2018, in addition to the WOFC. If this project is not feasible this year, the District should move on to a project that is feasible.

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

**i. 2018 FASD Annual Conference Updates**

Ms. Cerbone stated that the Florida Association of Special District’s Annual Conference will be held in June and recommended that Board Members register online.

Mr. Selchan welcomed Mr. Morera and Mr. Tornincasa back to the Board.

**ii. NEXT MEETING: April 11, 2018 at 6:30 P.M.**

The next meeting will be held on Wednesday, April 11, 2018 at 6:30 p.m., at this location.

Ms. Cerbone stated that Management was contacted by an Underwriter regarding potential interest in refunding the District’s bonds and issuing taxable bonds. Discussion ensued regarding the Board’s interest in refunding the bonds; the Board was not interested in pursuing refunding, at this time, based on the District’s other projects and the minimal projected savings.

**EIGHTEENTH ORDER OF BUSINESS                      Adjournment**

There being no further business to discuss, the meeting adjourned at 9:46 p.m.

**On MOTION by Mr. Tornincasa and seconded by Mr. Prudhomme, with all in favor, the meeting adjourned at 9:46 p.m.**

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

*Cindy Cubone*  
Secretary/Assistant Secretary

*Joe E. Moore*  
President/Vice President