

# **CENTRAL COUNTY WATER CONTROL DISTRICT**

## **REGULAR MEETING AGENDA**

February 28, 2018 at 7pm in the Conference Room at 475 S. Cabbage  
Palm St. Clewiston, Florida.

1. **CALL TO ORDER.**

- A. ROLL CALL
- B. PLEDGE OF ALLEGIANCE

2. **APPROVAL OF MEETING AGENDA.**

- A. Additions, Deletions, and Substitutions of Agenda Items
- B. Adoption of Agenda
- C. Approval of meeting minutes

3. **PUBLIC COMMENT.**

**Note:** A Public Comment Card must be completed and provided to the District Manager or District Attorney prior to speaking.

**Pastor Peguero**

### **REGULAR AGENDA**

#### ***DISCUSSION ITEMS (NO BOARD VOTE REQUIRED)***

4. **STAFF REPORTS.**

- A. District Manager's Report  
Provide Board of Supervisors with the "short list" candidates for District Manager Position, Instruction on evaluating candidates
- B. District Engineer's Report
- C. District Treasurer's Report
- D. District Attorney's Report
- E. Clubhouse Report

5. **BOARD OF SUPERVISOR'S REPORT**

**Supervisor Napoles – Office supplies for supervisors**

#### ***ACTION ITEMS (BOARD VOTE REQUIRED)***

6. **OLD AND NEW BUSSINESS**

- A. Consideration of Separation and Release Agreement concerning District Manager (Carolyn Hester)
- B. Consideration of Expert Consulting / Professional Service Agreement
- C. **Resolution 18-1 Approving the Expert Consulting / Professional Service agreement between Sulzer Group, LLC and Central County Water Control District**
- D.

7. **ADJOURNMENT.**

**MEETING DECORUM & PUBLIC COMMENT**

Free expression of all points of view is an important democratic value in this community. To allow all persons to speak who may wish to do so, each speaker is asked to complete a Public Comment Card and allowed a maximum of 3 minutes to address the Board. An effective approach is to lead with your key point or concern and then explain the reasons underlying it. If others have already expressed your views, you may simply indicate that you agree with the previous speaker. To encourage and respect expression of all views, meeting rules prohibit clapping, booing or shouts of approval or disagreement from the audience. Individuals that are disruptive may be removed from the meeting.

**NOTICE:** If a person desires to appeal any decision of the Board of Supervisors of the Central County Water Control District with respect to any matter considered at this meeting, the person will need a record of the meetings, and for this purpose he or she may need to insure that a verbatim record of the meeting is made, which includes all testimony and evidence upon which the appeal is to be based. The Central County Water Control District does not provide such a record.

Minutes of the January 24, 2018 Board of Supervisors Meeting  
Central County Water Control District

1. **CALL TO ORDER.** The meeting was called to order at 7:00 p.m.
  - a. **ROLL CALL.** The Assistant District Manager called the roll of those present. Supervisors Faraldo, Miller, Napoles, Case and Naranjo were present, and joined by the District Attorney, District Engineer, District Treasurer, and Assistant District Manager.
  - b. **PLEDGE OF ALLEGIANCE.** Supervisor Napoles lead the Pledge of Allegiance.
2. **APPROVAL OF MEETING AGENDA.**
  - a. **ADDITIONS, DELETIONS, AND SUBSTITUTIONS.** There were no additions, deletions or substitutions to the Agenda.
  - b. **ADOPTION OF AGENDA.** The Agenda was adopted without objection.
  - c. **APPROVAL OF December 20, 2017 REGULAR MEETING MINUTES.** A motion was made to approve the minutes of the prior meeting. The motion passed.
3. **PUBLIC COMMENT.**
  - a. Carlos 675 Live Oak St. Spoke about the food bank in Montura.
  - b. Michael Ward 625 N. Verda, wants the food bank back at the clubhouse to help out the people in Montura.
  - b. Chris Self spoke about the ditch and culvert pipes at 425 Horse Club.
4. **STAFF REPORTS.**
  - a. **DISTRICT MANAGER'S REPORT.**
    - i. Report provided as embodied in the backup. Naranjo suggested that the Board compensate Vonda for Cookie's job that she has been doing. Naranjo motion to pay Vonda half the difference between Cookie's salary and hers only while she is doing the work. Motion passed.
    - ii. Discussion was held on the ditch that was being worked on 425 Horse Club. Mr. Bennett will look into it and get back with Board at next meeting.
  - b. **DISTRICT ENGINEER'S REPORT.**
    - i. Report dated January 24, 2018 provided in backup. The District Engineer reported that the annual certification report for the C-139 Basin is due by February 1<sup>st</sup>. It was completed and submitted last week, we are in compliance.
    - ii. District Engineer is looking into training classes online and will bring back to Board at a later date. Miller suggested that being we are hiring new men and a new District Manager that we wait until we have person aboard then see how much it is going to cost for the training.
    - iii. Mr. Bennett is working on Bid documents for resurfacing Hacienda.
  - c. **DISTRICT TREASURER'S REPORT.**
    - i. The District Treasurer reported the activities of the District Treasury for December 2017. The District Treasurer's report was expressed as reported.
    - ii. District Treasurer reported the Dental and Vision insurance is up for renewal. A discussion between the Board members took place to see which way was best for



the insurance. Next month the Board will need to approve the renewal for the Dental Insurance. Naranjo motion to renew the vision insurance and to switch it to MetLife and to pay employees only. Motion passed.

iii. Treasurer reported about the Christmas party budget. Mr. Boy suggested that there be a line for the Christmas budget.

iv. Miller where is the money for summer program in the budget? Mr. Boy will get back at next meeting about it.

**d. DISTRICT ATTORNEY'S REPORT.**

i. The District Attorney's report was expressed as embodied in the District Attorney's Report dated January 24, 2018.

ii. District Attorney reported that no photos have been given, to be uploaded on website.

iii. District Attorney reported about FEMA contract is pulling the contract. Sulzer Group contract that is wanting to go from \$7,500.00 to \$100,000.00 not to exceed. Fumero will check in on this and bring back to next meeting.

iv. District Attorney reported the FDEP hired a contractor to be coming out to the remediation Central County property for the contamination cleanup, will starts work in a couple of weeks.

v. Naranjo brought the issue about the Attorney's fees. Board discussed on what changes to make to lower the cost down. Naranjo suggest that we move somethings to the District staff to handle. Napoles is not putting restriction on the Attorney because we may go over budget.

vi. Board gave direction to Vonda to daft documents to Newspaper advertisement for the District Manager position. Changes are needed on the job description.

**e. CLUBHOUSE REPORT.**

i. No report given.

**5. BOARD OF SUPERVISOR'S REPORT**

i. Faraldo asked why the pumps were was running. Assistant Manager stated that the water level was high so we needed to bring the water down.

ii. Napoles asked about the bank accounts the interested rates for the bank accounts. Asked for the Treasurer to look into it and bring back information to next month meeting.

iii. Miller spoke about Pastor Landy's food distribution. Pastor Landy has a lot to have a food bank in the future. Miller asked the Board to give Mr. Landy a time limit to use the Clubhouse grounds to give out the service of the food bank until he gets his place together. Board discussed the issue. Naranjo moved to let Pastor Landy use the Clubhouse temporally until his place is done. Motion passed.

**6. OLD & NEW BUSINESS.**



- a. **RESOLUTION APPROVING AN ADVERTISEMENT, JOB DESCRIPTION, AND RECRUITMENT AND SELECTION PROCESS FOR THE POSITION OF DISTRICT MANAGER- PASSED**
- b. **CONSIDERATION OF DISTRICT MANAGER TERMINATION WITH CAUSE.**

The Board discussed to terminate the District Manager for cause.

i. Florida Commission of Ethics report

ii. Dishonesty Bond- Should have been for \$300,000.00 - \$500,000.00 was \$100,000.00 and was up to her to have it at \$ 500,000.00 and this was never brought from the Manager to Supervisors.

iii. Performance issues.

Naranjo moved to terminate the District Manager for cause as Mr. Fumero suggested. **MOTION PASSED.**

c. **CONSIDERATION OF SEPARATION AND RELEASE AGREEMENT CONCERNING DISTRICT MANAGER. DELETED. Have not reached a settlement with District Manager.**

d. **CONSIDERATION OF SULZER CONTRACT CONCERNING REBURSEMENTS OF COST THROUGH FEMA. DELETED referred to next month.**

## **7. ADJOURNMENT.**

- a. The motion passed unanimously and the meeting adjourned at approximately 9:30 pm.

**CENTRAL COUNTY WATER CONTROL DISTRICT**  
Activity Report for the Month of January, 2018

**Bank Account Activity**

First Bank of Clewiston (Check #'s 9000-9051)	
Operating Checks	\$ 118,147.58
Payroll Checks	18,743.91
Payroll Tax Deposits	5,448.29
Florida Retirement System	<u>3,555.88</u>
Total Disbursements	<u>\$ 145,895.66</u>

Center State Bank -	
Transfers to Operating Account	<u>\$ 142,000.00</u>

**Taxes Receivable Summary**

1999	\$ 15,009.21
2000	412.13
2001	2,208.19
2002	1,168.98
2006	403.14
2007	30,138.47
2008	35,802.59
2009	46,765.84
2010	46,150.61
2011	136,598.98
2012	99,884.80
2013	48,028.82
2014	103,360.84
2016	60,554.54
2017	<u>860,144.11</u>
Total	<u>\$ 1,486,631.25</u>

**CENTRAL COUNTY WATER CONTROL DISTRICT**  
Activity Report for the Month of January, 2018 (continued)

**2017 Taxes Assessed, Taxes Collected,  
and Taxes Receivable - FYE 9/30/18**

Total Taxes Assessed	\$ 1,747,317.00
Less October Collections	-
Less November Collections	(139,385.64)
Less December Collections	(475,337.35)
Less January Collections	<u>(272,449.90)</u>
2017 Taxes Receivable	<u>\$ 860,144.11</u>

**January Collections Breakdown**

Current Year Taxes	\$ 272,449.90
Prior Years' Taxes	<u>23,657.43</u>
	<u>\$ 296,107.33</u>

**Current Year Tax Collection Comparison**

Current Fiscal Year-to-Date Collections	\$ 887,172.79
Prior Fiscal Year-to-Date Collections	<u>751,811.64</u>
Collections Over (Under)	<u>\$ 135,361.15</u>

**Delinquent Tax Collection Comparison**

Current Fiscal Year-to-Date Collections	\$ 76,561.38
Prior Fiscal Year-to-Date Collections	<u>22,485.77</u>
Collections Over (Under)	<u>\$ 54,075.61</u>



Central County Water Control District  
Balance Sheet  
As of January 31, 2018

Assets

Current Assets

Petty Cash-Club House	\$ 25.00
Cash-First Bank-Checking	15,012.53
Cash-CenterState-Money Market	2,834,583.73
Cash-CenterState-Reserve	194,789.44
Cash-CenterState-Debt Service	95,230.43
Prepaid Insurance	20,842.96
Taxes Receivable & Inventory	<u>1,496,365.54</u>

Total Current Assets \$4,656,849.63

Property and Equipment

Buildings & Improvements	413,634.37
Equipment	1,508,912.27
Land	3,488.18
Land Improvements	3,298,709.13
Equipment - Clubhouse	85,766.26
Roads, Canals, & Pumps	9,191,206.35
Culverts	<u>260,392.58</u>

Total Fixed Assets 14,762,109.14

Other Assets

Deposits	<u>809.00</u>
Amnt To Be Provided For Gen Ltd	<u>191,583.08</u>

Total Other Assets 192,392.08

Total Assets \$19,611,350.85

Central County Water Control District  
Balance Sheet  
As of January 31, 2018

Liabilities and Fund Balance

Current Liabilities		
Retainage Payable	\$ 30,353.00	
Retirement Contrib. Payable	610.55	
Accrued Payroll	7,087.36	
Compensated Absences	<u>1,877.98</u>	
Total Current Liabilities		\$ 39,928.89
Long-term Liabilities		
Lease Payable - Excavator	101,961.28	
Lease Payable - Loader	89,621.80	
Deferred Tax Revenue	<u>1,486,631.25</u>	
Total Long-term Liabilities		<u>1,678,214.33</u>
Total Liabilities		1,718,143.22
Fund Equity		
Investment In Fixed Assets	14,762,109.14	
Fund Balance	<u>3,131,098.49</u>	
Total Fund Equity		<u>17,893,207.63</u>
Total Liabilities and Fund Equity		<u>\$19,611,350.85</u>

CENTRAL COUNTY WATER CONTROL DISTRICT  
Combined Departments  
Statement of Revenues and Expenditures - Budget and Actual  
For the Month and Four Months Ended January 31, 2018

	Current Month 1/31/2018	Current YTD 33% 1/31/2018	Total Budget	Variance - Favorable (Unfavorable)
<b>Revenues</b>				
Taxes - Current Year	\$ 272,449.90	\$ 887,172.89	\$ 1,477,300.00	\$ (590,127.11)
Taxes - Prior Years	24,926.83	76,561.38	140,000.00	(63,438.62)
Interest Income	8,780.32	40,858.57	50,000.00	(9,141.43)
Vending Machine Income	-	-	1,500.00	(1,500.00)
Grant Proceeds	-	-	-	-
Miscellaneous Income	1,275.00	7,443.40	15,000.00	(7,556.60)
<b>Total Revenues</b>	<b>307,432.05</b>	<b>1,012,036.24</b>	<b>1,683,800.00</b>	<b>(671,763.76)</b>
<b>Expenditures</b>				
Discounts and Commissions	13,631.39	52,166.41	60,000.00	7,833.59
Assessing Fees	-	(5,374.24)	9,000.00	14,374.24
Supervisor Fees	-	1,000.00	3,000.00	2,000.00
Security	2,298.50	2,418.50	5,300.00	2,881.50
Maintenance of Roads	4,275.72	16,936.87	90,000.00	73,063.13
Street Signs	-	-	5,000.00	5,000.00
Canals & Levees - Maint. & Supplies	3,330.61	21,544.66	40,000.00	18,455.34
Supplies	2,110.90	15,353.04	45,000.00	29,646.96
Other Contract Services	431.60	5,750.27	11,000.00	5,249.73
Vending Machine Supplies	-	759.43	1,125.00	365.57
Accountant	4,250.00	7,250.00	22,000.00	14,750.00
Auditor	8,000.00	9,000.00	12,500.00	3,500.00
Attorney	16,737.79	56,973.05	80,000.00	23,026.95
Engineer	3,640.95	12,895.95	40,000.00	27,104.05
Election	-	3,610.00	7,500.00	3,890.00
Group Insurance	11,409.62	46,134.87	148,000.00	101,865.13
Workers' Compensation Insurance	1,163.67	8,345.68	16,700.00	8,354.32
Payroll Taxes	1,785.45	10,563.63	33,289.00	22,725.37
Retirement Contributions	2,625.23	11,362.76	29,860.00	18,497.24
Fuel - Pumps, Equipment, & Vehicles	1,208.03	27,430.12	95,000.00	67,569.88
Repairs - Equipment & Vehicles	1,077.11	11,126.94	90,000.00	78,873.06
Repairs - Clubhouse & Pool	62.75	2,861.46	15,000.00	12,138.54
Insurance	53,113.00	53,113.00	55,000.00	1,887.00
Office Expense	476.32	4,348.21	9,000.00	4,651.79
Legal Advertising	466.52	938.76	2,500.00	1,561.24
Utilities	1,388.88	4,027.67	22,000.00	17,972.33
Utilities - Street Lights	1,066.82	4,052.05	15,000.00	10,947.95
Communications	656.46	2,369.95	10,000.00	7,630.05
Sanitation	-	12,036.56	43,000.00	30,963.44
Salaries & Wages	23,403.72	133,325.80	424,756.00	291,430.20
Overtime Wages	-	5,746.05	12,398.00	6,651.95
Uniforms	601.65	1,834.18	7,500.00	5,665.82
Taxes - Other	-	-	-	-
Capital Outlay - General & Equipment	-	-	75,000.00	75,000.00
Capital Outlay - Dike	-	103,252.50	-	(103,252.50)
Debt Service - Lease Payments	-	-	69,698.00	69,698.00
Debt Service - Loan Principal	37,004.75	37,004.75	75,541.00	38,536.25
Debt Service - Interest & Fiscal Charges	33,979.45	33,979.45	66,422.00	32,442.55
Contingency	-	-	100,000.00	100,000.00
<b>Total Expenditures</b>	<b>230,196.89</b>	<b>714,138.33</b>	<b>1,847,089.00</b>	<b>1,132,950.67</b>
<b>Excess of Revenues Over (Under)</b>				
Expenditures	\$ 77,235.16	\$ 297,897.91	\$ (163,289.00)	\$ 461,186.91



CENTRAL COUNTY WATER CONTROL DISTRICT  
General Government  
Statement of Revenues and Expenditures - Budget and Actual  
For the Month and Four Months Ended January 31, 2018

	Current Month 1/31/2018	Current YTD 33% 1/31/2018	Total Budget	Variance - Favorable (Unfavorable)
<b>Revenues</b>				
Taxes - Current Year	\$ 272,449.90	\$ 887,172.89	\$ 1,477,300.00	\$ (590,127.11)
Taxes - Prior Years	24,926.83	76,561.38	140,000.00	(63,438.62)
Interest Income	8,780.32	40,858.57	50,000.00	(9,141.43)
Vending Machine Income	-	-	-	-
Grant Proceeds	-	-	-	-
Miscellaneous Income	1,275.00	7,443.40	15,000.00	(7,556.60)
<b>Total Revenues</b>	<b>307,432.05</b>	<b>1,012,036.24</b>	<b>1,682,300.00</b>	<b>(670,263.76)</b>
<b>Expenditures</b>				
Discounts and Commissions	13,631.39	52,166.41	60,000.00	7,833.59
Assessing Fees	-	(5,374.24)	9,000.00	14,374.24
Supervisor Fees	-	1,000.00	3,000.00	2,000.00
Security	2,298.50	2,358.50	2,500.00	141.50
Maintenance of Roads	-	-	-	-
Street Signs	-	-	-	-
Canals & Levees - Maint. & Supplies	-	-	-	-
Supplies	305.82	389.98	2,000.00	1,610.02
Other Contract Services	-	416.67	4,000.00	3,583.33
Vending Machine Supplies	-	-	-	-
Accountant	4,250.00	7,250.00	22,000.00	14,750.00
Auditor	8,000.00	9,000.00	12,500.00	3,500.00
Attorney	16,737.79	56,973.05	76,000.00	19,026.95
Engineer	3,640.95	12,895.95	6,000.00	(6,895.95)
Election	-	3,610.00	7,500.00	3,890.00
Group Insurance	3,950.63	14,286.51	43,000.00	28,713.49
Workers' Compensation Insurance	116.37	834.58	1,700.00	865.42
Payroll Taxes	155.43	2,276.45	7,141.00	4,864.55
Retirement Contributions	697.32	2,820.59	6,721.00	3,900.41
Fuel - Pumps, Equipment, & Vehicles	-	-	-	-
Repairs - Equipment & Vehicles	-	-	-	-
Repairs - Clubhouse & Pool	-	-	-	-
Insurance	53,113.00	53,113.00	55,000.00	1,887.00
Office Expense	476.32	3,998.21	6,000.00	2,001.79
Legal Advertising	466.52	938.76	2,500.00	1,561.24
Utilities	-	-	2,000.00	2,000.00
Utilities - Street Lights	-	-	-	-
Communications	223.82	853.36	3,000.00	2,146.64
Sanitation	-	11,587.36	40,000.00	28,412.64
Salaries & Wages	2,076.80	30,328.77	93,346.00	63,017.23
Overtime Wages	-	318.20	500.00	181.80
Uniforms	-	-	-	-
Taxes - Other	-	-	-	-
Capital Outlay - General & Equipment	-	-	-	-
Capital Outlay - Dike	-	-	-	-
Debt Service - Lease Payments	-	-	-	-
Debt Service - Loan Principal	-	-	-	-
Debt Service - Interest & Fiscal Charges	-	-	-	-
Contingency	-	-	-	-
<b>Total Expenditures</b>	<b>110,140.66</b>	<b>262,042.11</b>	<b>465,408.00</b>	<b>203,365.89</b>
<b>Excess of Revenues Over (Under)</b>				
Expenditures	\$ 197,291.39	\$ 749,994.13	\$ 1,216,892.00	\$ (466,897.87)

CENTRAL COUNTY WATER CONTROL DISTRICT  
Roads and Water Control  
Statement of Revenues and Expenditures - Budget and Actual  
For the Month and Four Months Ended January 31, 2018

	Current Month 1/31/2018	Current YTD 33% 1/31/2018	Total Budget	Variance - Favorable (Unfavorable)
<b>Revenues</b>				
Taxes - Current Year	\$ -	\$ -	\$ -	\$ -
Taxes - Prior Years	-	-	-	-
Interest Income	-	-	-	-
Vending Machine Income	-	-	-	-
Grant Proceeds	-	-	-	-
Miscellaneous Income	-	-	-	-
<b>Total Revenues</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Expenditures</b>				
Discounts and Commissions	-	-	-	-
Assessing Fees	-	-	-	-
Supervisor Fees	-	-	-	-
Security	-	-	2,500.00	2,500.00
Maintenance of Roads	4,275.72	16,936.87	90,000.00	73,063.13
Street Signs	-	-	5,000.00	5,000.00
Canals & Levees - Maint. & Supplies	3,330.61	21,544.66	40,000.00	18,455.34
Supplies	1,062.03	9,045.53	25,000.00	15,954.47
Other Contract Services	130.00	907.00	2,000.00	1,093.00
Vending Machine Supplies	-	-	-	-
Accountant	-	-	-	-
Auditor	-	-	-	-
Attorney	-	-	-	-
Engineer	-	-	30,000.00	30,000.00
Election	-	-	-	-
Group Insurance	4,636.42	20,668.00	70,000.00	49,332.00
Workers' Compensation Insurance	814.57	5,841.98	12,000.00	6,158.02
Payroll Taxes	1,120.53	5,756.15	17,084.00	11,327.85
Retirement Contributions	1,300.02	6,055.50	16,079.00	10,023.50
Fuel - Pumps, Equipment, & Vehicles	1,208.03	27,430.12	95,000.00	67,569.88
Repairs - Equipment & Vehicles	1,077.11	11,126.94	85,000.00	73,873.06
Repairs - Clubhouse & Pool	-	-	-	-
Insurance	-	-	-	-
Office Expense	-	50.00	1,000.00	950.00
Legal Advertising	-	-	-	-
Utilities	370.05	2,040.65	8,000.00	5,959.35
Utilities - Street Lights	1,066.82	4,052.05	15,000.00	10,947.95
Communications	194.55	567.20	3,000.00	2,432.80
Sanitation	-	-	-	-
Salaries & Wages	14,647.40	69,954.68	212,923.00	142,968.32
Overtime Wages	-	5,301.43	10,398.00	5,096.57
Uniforms	601.65	1,834.18	7,500.00	5,665.82
Taxes - Other	-	-	-	-
Capital Outlay - General & Equipment	-	-	40,000.00	40,000.00
Capital Outlay - Dike	-	103,252.50	-	(103,252.50)
Debt Service - Lease Payments	-	-	69,698.00	69,698.00
Debt Service - Loan Principal	37,004.75	37,004.75	75,541.00	38,536.25
Debt Service - Interest & Fiscal Charges	33,979.45	33,979.45	66,422.00	32,442.55
Contingency	-	-	100,000.00	100,000.00
<b>Total Expenditures</b>	<b>106,819.71</b>	<b>383,349.64</b>	<b>1,099,145.00</b>	<b>715,795.36</b>
<b>Excess of Revenues Over (Under)</b>				
Expenditures	\$ (106,819.71)	\$ (383,349.64)	\$ (1,099,145.00)	\$ 715,795.36

CENTRAL COUNTY WATER CONTROL DISTRICT  
Recreation  
Statement of Revenues and Expenditures - Budget and Actual  
For the Month and Four Months Ended January 31, 2018

	Current Month 1/31/2018	Current YTD 33% 1/31/2018	Total Budget	Variance - Favorable (Unfavorable)
<b>Revenues</b>				
Taxes - Current Year	\$ -	\$ -	\$ -	\$ -
Taxes - Prior Years	-	-	-	-
Interest Income	-	-	-	-
Vending Machine Income	-	-	1,500.00	(1,500.00)
Grant Proceeds	-	-	-	-
Miscellaneous Income	-	-	-	-
<b>Total Revenues</b>	<b>-</b>	<b>-</b>	<b>1,500.00</b>	<b>(1,500.00)</b>
<b>Expenditures</b>				
Discounts and Commissions	-	-	-	-
Assessing Fees	-	-	-	-
Supervisor Fees	-	-	-	-
Security	-	60.00	300.00	240.00
Maintenance of Roads	-	-	-	-
Street Signs	-	-	-	-
Canals & Levees - Maint. & Supplies	-	-	-	-
Supplies	743.05	5,917.53	18,000.00	12,082.47
Other Contract Services	301.60	4,426.60	5,000.00	573.40
Vending Machine Supplies	-	759.43	1,125.00	365.57
Accountant	-	-	-	-
Auditor	-	-	-	-
Attorney	-	-	4,000.00	4,000.00
Engineer	-	-	4,000.00	4,000.00
Election	-	-	-	-
Group Insurance	2,822.57	11,180.36	35,000.00	23,819.64
Workers' Compensation Insurance	232.73	1,669.12	3,000.00	1,330.88
Payroll Taxes	509.49	2,531.03	9,064.00	6,532.97
Retirement Contributions	627.89	2,486.67	7,060.00	4,573.33
Fuel - Pumps, Equipment, & Vehicles	-	-	-	-
Repairs - Equipment & Vehicles	-	-	5,000.00	5,000.00
Repairs - Clubhouse & Pool	62.75	2,861.46	15,000.00	12,138.54
Insurance	-	-	-	-
Office Expense	-	300.00	2,000.00	1,700.00
Legal Advertising	-	-	-	-
Utilities	1,018.83	1,987.02	12,000.00	10,012.98
Utilities - Street Lights	-	-	-	-
Communications	238.09	949.39	4,000.00	3,050.61
Sanitation	-	449.20	3,000.00	2,550.80
Salaries & Wages	6,679.52	33,042.35	118,487.00	85,444.65
Overtime Wages	-	126.42	1,500.00	1,373.58
Uniforms	-	-	-	-
Taxes - Other	-	-	-	-
Capital Outlay - General & Equipment	-	-	35,000.00	35,000.00
Capital Outlay - Dike	-	-	-	-
Debt Service - Lease Payments	-	-	-	-
Debt Service - Loan Principal	-	-	-	-
Debt Service - Interest & Fiscal Charges	-	-	-	-
Contingency	-	-	-	-
<b>Total Expenditures</b>	<b>13,236.52</b>	<b>68,746.58</b>	<b>282,536.00</b>	<b>213,789.42</b>
<b>Excess of Revenues Over (Under)</b>				
Expenditures	\$ (13,236.52)	\$ (68,746.58)	\$ (281,036.00)	\$ 212,289.42



Date	Mt	Ref.	Account	Description	Item Amt.	Ref. Amt.
1/04/18	1V	9000	225	STATE DISBURSEMENT UNIT	14.80	14.80
1/04/18	1V	9001	2590	MCM PAINTS	62.75	62.75
1/04/18	1V	9002	1530	NEXAIR, LLC	54.15	54.15
1/04/18	1V	9003	3510	SIG SYSTEMS	2,298.50	2,298.50
1/04/18	1V	9004	1525	EVERGLADES FARM EQUIPMENT	1,197.40	1,197.40
1/04/18	1V	9005	1525	UNITED RENTALS	1,995.83	1,995.83
1/04/18	1V	9006	3558	UPS	51.68	51.68
1/04/18	1V	9007	1605	GLADES ELECTRIC CO-OP	370.05	
1/04/18	1V	9007	1610	GLADES ELECTRIC CO-OP	1,066.82	
1/04/18	1V	9007	2605	GLADES ELECTRIC CO-OP	1,018.83	2,455.70
1/04/18	1V	9008	1530	ACE HARDWARE	238.75	
1/04/18	1V	9008	2530	ACE HARDWARE	135.05	373.80
1/04/18	1V	9009	1565	FLORIDA BLUE	4,609.58	
1/04/18	1V	9009	2565	FLORIDA BLUE	2,668.47	
1/04/18	1V	9009	3565	FLORIDA BLUE	3,369.99	10,648.04
1/11/18	1V	9011	225	STATE DISBURSEMENT UNIT	14.80	14.80
1/11/18	1V	9012	1585	KELLY TRACTOR COMPANY, INC.	176.15	176.15
1/11/18	1V	9013	3555	H.L. BENNETT & ASSOCIATES, INC.	3,640.95	3,640.95
1/11/18	1V	9014	3600	J.M. TODD, INC.	54.88	54.88
1/11/18	1V	9015	3530	LYONS PRINTING	160.01	160.01
1/11/18	1V	9016	3558	UPS	13.40	13.40
1/11/18	1V	9017	3545	TUSCAN & COMPANY, P.A.	8,000.00	8,000.00
1/11/18	1V	9018	2565	AFLAC	135.80	
1/11/18	1V	9018	3565	AFLAC	414.70	550.50
1/11/18	1V	9019	1515	RIDGDILL & SON CONSTRUCTION, INC.	4,275.72	4,275.72
1/11/18	1V	9020	1530	PERFORMANCE NAPA	438.94	438.94
1/11/18	1V	9021	1580	BERNER OIL COMPANY, INC.	1,208.03	1,208.03
1/11/18	1V	9022	2530	CULLIGAN OF FORT MYERS	88.00	88.00
1/11/18	1V	9023	1585	INTERSTATE BILLING SERVICE	179.25	179.25
1/11/18	1V	9024	1530	TRACTOR SUPPLY CREDIT PLAN	125.47	125.47
1/11/18	1	9025	3600	ROBERT S HUNTON & CO	162.00	162.00
1/11/18	1V	9026	1525	BOB DEAN SUPPLY, INC.	137.38	137.38
1/11/18	1V	9027	3530	VISA	145.81	145.81
1/11/18	1V	9028	1570	PREFERRED GOVERNMENTAL INSURANCE	814.57	
1/11/18	1V	9028	2570	PREFERRED GOVERNMENTAL INSURANCE	232.73	

Date	Mt	Ref.	Account	Description	Item Amt.	Ref. Amt.
1/11/18	1V	9028	3570	PREFERRED GOVERNMENTAL INSURANCE	116.37	1,163.67
1/18/18	1V	9030	225	STATE DISBURSEMENT UNIT	14.80	14.80
1/18/18	1V	9031	3558	U.S. POSTMASTER	98.00	98.00
1/18/18	1V	9032	3595	TRAVELERS CL REMITTANCE CNTR	53,113.00	53,113.00
1/18/18	1V	9033	3602	INDEPENDENT NEWSPAPERS, INC.	236.04	236.04
1/18/18	1V	9034	1630	CINTAS CORPORATION	601.65	601.65
1/18/18	1V	9035	1615	AT & T MOBILITY	194.55	
1/18/18	1V	9035	3615	AT & T MOBILITY	65.80	260.35
1/18/18	1V	9036	3540	BOY, MILLER, KISKER & PERRY, P.A.	4,250.00	4,250.00
1/25/18	1V	9039	225	STATE DISBURSEMENT UNIT	14.80	14.80
1/25/18	1V	9040	1556	CRUMB'S WELL DRILLING	130.00	
1/25/18	1V	9040	2556	CRUMB'S WELL DRILLING	130.00	260.00
1/25/18	1V	9041	2530	PARAMOUNT CHEMICALS & PLASTICS, INC.	520.00	520.00
1/25/18	1V	9042	3602	THE NEWS-PRESS	230.48	230.48
1/25/18	1V	9043	2556	DIRECT TV	171.60	171.60
1/25/18	1V	9044	1565	SAFEGUARD DENTAL & VISION	55.52	
1/25/18	1V	9044	2565	SAFEGUARD DENTAL & VISION	18.30	
1/25/18	1V	9044	3565	SAFEGUARD DENTAL & VISION	18.34	92.16
1/25/18	1V	9045	1530	ORIGINAL EQUIPMENT COMPANY	204.72	204.72
1/25/18	1V	9046	3615	CENTURYLINK	158.02	158.02
1/25/18	1V	9047	2615	CENTURYLINK	238.09	238.09
1/25/18	1V	9048	1585	ROBBIE TIRE COMPANY	721.71	721.71
1/25/18	1V	9049	3558	UPS	96.36	96.36
1/25/18	1V	9050	3550	NASON YEAGER GERSON	16,737.79	16,737.79
1/25/18	1V	9051	2565	AFLAC	108.64	
1/25/18	1V	9051	3565	AFLAC	331.76	440.40

48 Checks for Ref# 100 to #999999

48 Checks for the Period

Total of Checks

118,147.58

Dr 118,147.58

Cr 0.00

A/C Hash 149,084.000

All check information is complete.

No diagnostic report is necessary.



<u>Date</u>	<u>Mt</u>	<u>Ref.</u>	<u>Description</u>	<u>Current</u>	<u>Year-To-Date</u>
<u>1515 Maintenance Of Roads</u>					12,661.15
1/11/18	1V	9019	RIDGDILL & SON CONSTRUCTION, INC.	4,275.72	
			Ending Balance	4,275.72	16,936.87
<u>1525 Canals &amp; Levees-Maint &amp; Suppl</u>					18,214.05
1/04/18	1V	9004	EVERGLADES FARM EQUIPMENT	1,197.40	
1/04/18	1V	9005	UNITED RENTALS	1,995.83	
1/11/18	1V	9026	BOB DEAN SUPPLY, INC.	137.38	
			Ending Balance	3,330.61	21,544.66
<u>1530 Supplies</u>					7,983.50
1/04/18	1V	9002	NEXAIR, LLC	54.15	
1/04/18	1V	9008	ACE HARDWARE	238.75	
1/11/18	1V	9020	PERFORMANCE NAPA	438.94	
1/11/18	1V	9024	TRACTOR SUPPLY CREDIT PLAN	125.47	
1/25/18	1V	9045	ORIGINAL EQUIPMENT COMPANY	204.72	
			Ending Balance	1,062.03	9,045.53
<u>1556 Other Contract Services</u>					777.00
1/25/18	1V	9040	CRUMB'S WELL DRILLING	130.00	
			Ending Balance	130.00	907.00
<u>1565 Group Insurance</u>					16,031.58
1/31/18	1S	89	PAYROLL ENTRY	-28.68	
1/04/18	1V	9009	FLORIDA BLUE	4,609.58	
1/25/18	1V	9044	SAFEGUARD DENTAL & VISION	55.52	
			Ending Balance	4,636.42	20,668.00
<u>1570 Workers Comp. Insurance</u>					5,027.41
1/11/18	1V	9028	PREFERRED GOVERNMENTAL INSURANCE	814.57	
			Ending Balance	814.57	5,841.98
<u>1575 Payroll Taxes</u>					4,635.62
1/08/18	1	50.99	941 TAX DEPOSIT	272.60	
1/15/18	1	51.02	941 TAX DEPOSIT	272.64	
1/22/18	1	51.04	941 TAX DEPOSIT	270.54	
1/29/18	1	51.07	941 TAX DEPOSIT	304.75	
			Ending Balance	1,120.53	5,756.15
<u>1578 Retirement Contributions</u>					4,755.48
1/08/18	1	51.01	FL RETIREMENT	1,300.02	
			Ending Balance	1,300.02	6,055.50
<u>1580 Fuel-Pumps, Equip., Vehicles</u>					26,222.09



<u>Date</u>	<u>Mt</u>	<u>Ref.</u>	<u>Description</u>	<u>Current</u>	<u>Year-To-Date</u>
			<u>1580 Fuel-Pumps, Equip., Vehicles</u>	(Continued From Previous Page)	
1/11/18	1V	9021	BERNER OIL COMPANY, INC.	<u>1,208.03</u>	
			Ending Balance	1,208.03	<u>27,430.12</u>
			<u>1585 Repairs-Equipment &amp; Vehicles</u>		10,049.83
1/11/18	1V	9012	KELLY TRACTOR COMPANY, INC.	176.15	
1/11/18	1V	9023	INTERSTATE BILLING SERVICE	179.25	
1/25/18	1V	9048	ROBBIE TIRE COMPANY	<u>721.71</u>	
			Ending Balance	1,077.11	<u>11,126.94</u>
			<u>1600 Office Expense</u>		50.00
			Ending Balance		<u>50.00</u>
			<u>1605 Utilities</u>		1,670.60
1/04/18	1V	9007	GLADES ELECTRIC CO-OP	<u>370.05</u>	
			Ending Balance	370.05	<u>2,040.65</u>
			<u>1610 Utilities-Street Lights</u>		2,985.23
1/04/18	1V	9007	GLADES ELECTRIC CO-OP	<u>1,066.82</u>	
			Ending Balance	1,066.82	<u>4,052.05</u>
			<u>1615 Communications</u>		372.65
1/18/18	1V	9035	AT & T MOBILITY	<u>194.55</u>	
			Ending Balance	194.55	<u>567.20</u>
			<u>1625 Salaries &amp; Wages</u>		55,307.28
1/31/18	1S	89	PAYROLL ENTRY	<u>14,647.40</u>	
			Ending Balance	14,647.40	<u>69,954.68</u>
			<u>1628 Overtime Wages</u>		5,301.43
			Ending Balance		<u>5,301.43</u>
			<u>1630 Uniforms</u>		1,232.53
1/18/18	1V	9034	CINTAS CORPORATION	<u>601.65</u>	
			Ending Balance	601.65	<u>1,834.18</u>
			<u>1820 Capital Outlay-Dike</u>		103,252.50
			Ending Balance		<u>103,252.50</u>
			<u>1900 Interest Expense</u>		0.00
1/16/18	1	6.04	LOAN PAYMENT	<u>33,979.45</u>	
			Ending Balance	33,979.45	<u>33,979.45</u>
			<u>1920 Loan Principal Payments</u>		0.00
1/16/18	1	6.04	LOAN PAYMENT	<u>37,004.75</u>	
			Ending Balance	37,004.75	<u>37,004.75</u>
			<u>2510 Security</u>		60.00
			Ending Balance		<u>60.00</u>

<u>Date</u>	<u>Mt</u>	<u>Ref.</u>	<u>Description</u>	<u>Current</u>	<u>Year-To-Date</u>
<u>2530 Supplies</u>					5,174.48
1/04/18	1V	9008	ACE HARDWARE	135.05	
1/11/18	1V	9022	CULLIGAN OF FORT MYERS	88.00	
1/25/18	1V	9041	PARAMOUNT CHEMICALS & PLASTICS, INC.	520.00	
			Ending Balance	743.05	5,917.53
<u>2535 Vending Machine Supplies</u>					759.43
			Ending Balance		759.43
<u>2556 Other Contract Services</u>					4,125.00
1/25/18	1V	9040	CRUMB'S WELL DRILLING	130.00	
1/25/18	1V	9043	DIRECT TV	171.60	
			Ending Balance	301.60	4,426.60
<u>2565 Group Insurance</u>					8,357.79
1/31/18	1S	89	PAYROLL ENTRY	-88.96	
1/31/18	1S	89	PAYROLL ENTRY	-19.68	
1/04/18	1V	9009	FLORIDA BLUE	2,668.47	
1/11/18	1V	9018	AFLAC	135.80	
1/25/18	1V	9044	SAFEGUARD DENTAL & VISION	18.30	
1/25/18	1V	9051	AFLAC	108.64	
			Ending Balance	2,822.57	11,180.36
<u>2570 Workers Comp. Insurance</u>					1,436.39
1/11/18	1V	9028	PREFERRED GOVERNMENTAL INSURANCE	232.73	
			Ending Balance	232.73	1,669.12
<u>2575 Payroll Taxes</u>					2,021.54
1/08/18	1	50.99	941 TAX DEPOSIT	120.91	
1/15/18	1	51.02	941 TAX DEPOSIT	146.73	
1/22/18	1	51.04	941 TAX DEPOSIT	120.91	
1/29/18	1	51.07	941 TAX DEPOSIT	120.94	
			Ending Balance	509.49	2,531.03
<u>2578 Retirement Contributions</u>					1,858.78
1/08/18	1	51.01	FL RETIREMENT	627.89	
			Ending Balance	627.89	2,486.67
<u>2590 Repairs-Clubhouse &amp; Pool</u>					2,798.71
1/04/18	1V	9001	MCM PAINTS	62.75	
			Ending Balance	62.75	2,861.46
<u>2600 Office Expense</u>					300.00
			Ending Balance		300.00
<u>2605 Utilities</u>					968.19
1/04/18	1V	9007	GLADES ELECTRIC CO-OP	1,018.83	
			Ending Balance	1,018.83	1,987.02

<u>Date</u>	<u>Mt</u>	<u>Ref.</u>	<u>Description</u>	<u>Current</u>	<u>Year-To-Date</u>
<u>2615 Communications</u>					711.30
1/25/18	1V	9047	CENTURYLINK	238.09	
			Ending Balance	238.09	949.39
<u>2620 Sanitation</u>					449.20
			Ending Balance		449.20
<u>2625 Salaries &amp; Wages</u>					26,362.83
1/31/18	1S	89	PAYROLL ENTRY	6,679.52	
			Ending Balance	6,679.52	33,042.35
<u>2628 Overtime Wages</u>					126.42
			Ending Balance		126.42
<u>3300 Delinquent Tax Revenue</u>					-11,118.80
1/24/18	1	20.12	LANGFORD CK. #54797	-1,269.40	
			Ending Balance	-1,269.40	-12,388.20
<u>3322 Tax Revenue-2014</u>					-1,100.00
			Ending Balance		-1,100.00
<u>3324 Tax Revenue-2016</u>					-39,415.75
1/11/18	1	20.11	LANGFORD CK. #54595	-18,854.83	
1/24/18	1	20.12	LANGFORD CK. #54797	-4,802.60	
			Ending Balance	-23,657.43	-63,073.18
<u>3325 Tax Revenue-2017</u>					-614,722.99
1/11/18	1	20.11	LANGFORD CK. #54595	-148,638.07	
1/11/18	1	20.11	LANGFORD CK. #54635	-7,419.88	
1/24/18	1	20.12	LANGFORD CK. #54797	-113,555.47	
1/24/18	1	20.12	LANGFORD CK. #54834	-2,836.48	
			Ending Balance	-272,449.90	-887,172.89
<u>3330 Interest Income</u>					-32,078.25
1/31/18	1S	6.02	JANUARY INTEREST	-595.50	
1/31/18	1S	6.02	JANUARY INTEREST	-16.54	
1/31/18	1	20.07	FBC INTEREST	-21.29	
1/11/18	1	20.11	LANGFORD CK. #54595	-6,499.96	
1/24/18	1	20.12	LANGFORD CK. #54797	-1,647.03	
			Ending Balance	-8,780.32	-40,858.57
<u>3350 Miscellaneous Income</u>					-6,168.40
1/05/18	1	20	PERMIT	-50.00	
1/05/18	1	20	CULVERTS	-225.00	
1/05/18	1	20	KEYS	-800.00	
1/12/18	1	20.02	PERMIT	-50.00	
1/19/18	1	20.03	PERMIT	-100.00	
1/19/18	1	20.03	FINES	-50.00	
			Ending Balance	-1,275.00	-7,443.40
<u>3400 Discounts</u>					24,395.39
1/11/18	1	20.11	LANGFORD CK. #54595	4,478.87	
1/11/18	1	20.11	LANGFORD CK. #54635	266.01	
1/24/18	1	20.12	LANGFORD CK. #54797	2,712.73	



<u>Date</u>	<u>Mt</u>	<u>Ref.</u>	<u>Description</u>	<u>Current</u>	<u>Year-To-Date</u>
<u>3400 Discounts</u>				(Continued From Previous Page)	
1/24/18	1	20.12	LANGFORD CK. #54834	63.31	
			Ending Balance	7,520.92	31,916.31
<u>3405 Commissions</u>					14,139.63
1/11/18	1	20.11	LANGFORD CK. #54595	3,479.85	
1/11/18	1	20.11	LANGFORD CK. #54635	148.40	
1/24/18	1	20.12	LANGFORD CK. #54797	2,425.49	
1/24/18	1	20.12	LANGFORD CK. #54834	56.73	
			Ending Balance	6,110.47	20,250.10
<u>3410 Assessing Fees</u>					-5,374.24
			Ending Balance		-5,374.24
<u>3500 Supervisor Fees</u>					1,000.00
			Ending Balance		1,000.00
<u>3510 Security</u>					60.00
1/04/18	1V	9003	SIG SYSTEMS	2,298.50	
			Ending Balance	2,298.50	2,358.50
<u>3530 Supplies</u>					84.16
1/11/18	1V	9015	LYONS PRINTING	160.01	
1/11/18	1V	9027	VISA	145.81	
			Ending Balance	305.82	389.98
<u>3540 Accountant</u>					3,000.00
1/18/18	1V	9036	BOY, MILLER, KISKER & PERRY, P.A.	4,250.00	
			Ending Balance	4,250.00	7,250.00
<u>3545 Auditor</u>					1,000.00
1/11/18	1V	9017	TUSCAN & COMPANY, P.A.	8,000.00	
			Ending Balance	8,000.00	9,000.00
<u>3550 Attorney</u>					40,235.26
1/25/18	1V	9050	NASON YEAGER GERSON	16,737.79	
			Ending Balance	16,737.79	56,973.05
<u>3555 Engineer</u>					9,255.00
1/11/18	1V	9013	H.L. BENNETT & ASSOCIATES, INC.	3,640.95	
			Ending Balance	3,640.95	12,895.95
<u>3556 Other Contract Services</u>					416.67
			Ending Balance		416.67
<u>3558 Postage and Freight</u>					123.78
1/04/18	1V	9006	UPS	51.68	
1/11/18	1V	9016	UPS	13.40	
1/18/18	1V	9031	U.S. POSTMASTER	98.00	
1/25/18	1V	9049	UPS	96.36	
			Ending Balance	259.44	383.22

<u>Date</u>	<u>Mt</u>	<u>Ref.</u>	<u>Description</u>	<u>Current</u>	<u>Year-To-Date</u>
<u>3562 Election</u>					3,610.00
			Ending Balance		<u>3,610.00</u>
<u>3565 Group Insurance</u>					10,335.88
1/31/18	1S	89	PAYROLL ENTRY	-64.08	
1/31/18	1S	89	PAYROLL ENTRY	-120.08	
1/04/18	1V	9009	FLORIDA BLUE	3,369.99	
1/11/18	1V	9018	AFLAC	414.70	
1/25/18	1V	9044	SAFEGUARD DENTAL & VISION	18.34	
1/25/18	1V	9051	AFLAC	<u>331.76</u>	
			Ending Balance	3,950.63	<u>14,286.51</u>
<u>3570 Workers Comp. Insurance</u>					718.21
1/11/18	1V	9028	PREFERRED GOVERNMENTAL INSURANCE	<u>116.37</u>	
			Ending Balance	116.37	<u>834.58</u>
<u>3575 Payroll Taxes</u>					2,121.02
1/08/18	1	50.99	941 TAX DEPOSIT	37.42	
1/15/18	1	51.02	941 TAX DEPOSIT	37.43	
1/22/18	1	51.04	941 TAX DEPOSIT	37.42	
1/29/18	1	51.07	941 TAX DEPOSIT	37.42	
1/30/18	1	51.08	941 TAX DEPOSIT	<u>5.74</u>	
			Ending Balance	155.43	<u>2,276.45</u>
<u>3578 Retirement Contributions</u>					2,123.27
1/08/18	1	51.01	FL RETIREMENT	<u>697.32</u>	
			Ending Balance	697.32	<u>2,820.59</u>
<u>3595 Insurance</u>					0.00
1/18/18	1V	9032	TRAVELERS CL REMITTANCE CNTR	<u>53,113.00</u>	
			Ending Balance	53,113.00	<u>53,113.00</u>
<u>3600 Office Expense</u>					3,398.11
1/11/18	1V	9014	J.M. TODD, INC.	54.88	
1/11/18	1	9025	ROBERT S HUNTON & CO	<u>162.00</u>	
			Ending Balance	216.88	<u>3,614.99</u>
<u>3602 Legal Advertising</u>					472.24
1/18/18	1V	9033	INDEPENDENT NEWSPAPERS, INC.	236.04	
1/25/18	1V	9042	THE NEWS-PRESS	<u>230.48</u>	
			Ending Balance	466.52	<u>938.76</u>
<u>3615 Communications</u>					629.54
1/18/18	1V	9035	AT & T MOBILITY	65.80	
1/25/18	1V	9046	CENTURYLINK	<u>158.02</u>	
			Ending Balance	223.82	<u>853.36</u>
<u>3620 Sanitation</u>					11,587.36
			Ending Balance		<u>11,587.36</u>

<u>Date</u>	<u>Mt</u>	<u>Ref.</u>	<u>Description</u>	<u>Current</u>	<u>Year-To-Date</u>
			<u>3625 Salaries &amp; Wages</u>		28,251.97
1/31/18	1S	89	PAYROLL ENTRY	<u>2,076.80</u>	
			Ending Balance	2,076.80	<u>30,328.77</u>
			<u>3628 Overtime Wages</u>		318.20
			Ending Balance		<u>318.20</u>



## All Bank Accounts

January 1, 2018 - January 31, 2018

**Work Location: Business Location**  
**Department: Recreation**

CENTRAL COUNTY WATER CONTROL DISTRICT  
Payroll Journal - Condensed

All Bank Accounts

January 1, 2018 - January 31, 2018

Hours			Earnings			Withholding Taxes				Deductions						
Pay Rate	Regular	OT/DT	Benefit	Regular	OT/DT	Total	FICA-SS	FICA-MED	Federal	State Tax	Amount	Local Tax	Amount	Description	Amount	Net Pay
62																
COLON, ELIUD C																
12.04	40.0000	0.0000	0.0000	481.60	0.00	481.60	Check # 52647	29.55	53.73	01/18/18	AFLAC Aff. Tax		22.24			
								6.91			AFLAC/LNL Ded.		4.92			
								0.00			Child Support		14.80			
											FL RET		14.45			
											CONTRIB					
						481.60										335.00
100																
BUSSOTT, HERMINIO																
16.99	40.0000	0.0000	0.0000	679.60	0.00	679.60	Check # 52649	42.14	2.56	01/18/18	AFLAC Aff. Tax		0.00			
0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00		9.85			AFLAC/LNL Ded.		0.00			
											FL RET		20.39			
											CONTRIB					
						679.60										604.66
102																
BROWN, VALERIE L																
0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00	Check # 52651	26.31	0.00	01/18/18	Advances		0.00			
0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00		6.15			AFLAC Aff. Tax		0.00			
10.61	40.0000	0.0000	0.0000	424.40	0.00	424.40					FL RET		12.73			
											CONTRIB					
						424.40										379.21
62																
COLON, ELIUD C																
12.04	40.0000	0.0000	0.0000	481.60	0.00	481.60	Check # 52656	29.55	53.73	01/04/18	AFLAC Aff. Tax		22.24			
								6.91			AFLAC/LNL Ded.		4.92			
								0.00			Child Support		14.80			
											FL RET		14.45			
											CONTRIB					
						481.60										335.00

CENTRAL COUNTY WATER CONTROL DISTRICT  
Payroll Journal - Condensed

All Bank Accounts

January 1, 2018 - January 31, 2018

Hours			Earnings			Withholding Taxes			Deductions							
Pay Rate	Regular	OT/DT	Benefit	Regular	OT/DT	Total	FICA-SS	FICA-MED	Federal	State Tax	Amount	Local Tax	Amount	Description	Amount	Net Pay
62	COLON, ELIUD C															
12.04	40.0000	0.0000	0.0000	481.60	0.00	481.60	Check # 52656	29.56	43.27	01/24/18				AFLAC Aft.	22.24	
									6.92					Tax		
									0.00					AFLAC/LNL	4.92	
														Ded.		
														Child	14.80	
														Support		
														FL RET	14.45	
														CONTRIB		
100	BUSDOTT, HERMINIO															
16.99	40.0000	0.0000	0.0000	679.60	0.00	679.60	Check # 52657	42.13	0.00	01/24/18				AFLAC Aft.	0.00	
														Tax		
0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00		9.86						AFLAC/LNL	0.00	
														Ded.		
														FL RET	20.39	
														CONTRIB		
100	BUSDOTT, HERMINIO															
16.99	40.0000	0.0000	0.0000	679.60	0.00	679.60	Check # 52658	42.14	2.56	01/04/18				AFLAC Aft.	0.00	
														Tax		
0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00		9.85						AFLAC/LNL	0.00	
														Ded.		
														FL RET	20.39	
														CONTRIB		
102	BROWN, VALERIE L															
0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00	Check # 52658	26.31	0.00	01/24/18				Advances	0.00	
0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00		6.16						AFLAC Aft.	0.00	
10.61	40.0000	0.0000	0.0000	424.40	0.00	424.40								Tax		
														FL RET	12.73	
														CONTRIB		
																379.20
																604.66
																607.22
																345.44



CENTRAL COUNTY WATER CONTROL DISTRICT  
Payroll Journal - Condensed

All Bank Accounts

January 1, 2018 - January 31, 2018

Hours			Earnings			Withholding Taxes			Deductions		
			FICA-SS								
Pay Rate	Regular	OT/DT	Benefit	Regular	OT/DT	Total	FICA-MED	Federal State Tax	Amount Local Tax	Amount Description	Net Pay
<b>102</b>											
BROWN, VALERIE L											
0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00	26.31	0.00		Advances	0.00
0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00	6.15			AFLAC Aft.	0.00
										Tax	
10.61	40.0000	0.0000	0.0000	424.40	0.00	424.40				FL RET	12.73
						424.40				CONTRIB	
											379.21
<b>62</b>											
COLON, ELIUD C											
12.04	40.0000	0.0000	0.0000	481.60	0.00	481.60	29.56	53.73		AFLAC Aft.	22.24
										Tax	
										AFLAC/LNL	4.92
										Ded.	
										Child	14.80
										Support	
										FL RET	14.45
										CONTRIB	
											334.99
<b>62</b>											
COLON, ELIUD C											
12.04	28.0000	0.0000	0.0000	337.12	0.00	337.12	20.90	34.97		AFLAC Aft.	0.00
										Tax	
										AFLAC/LNL	0.00
										Ded.	
											276.36
<b>100</b>											
BUSCOTT, HERMINIO											
16.99	40.0000	0.0000	0.0000	679.60	0.00	679.60	42.13	2.56		AFLAC Aft.	0.00
										Tax	
0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00	9.86			AFLAC/LNL	0.00
										Ded.	
										FL RET	20.39
										CONTRIB	
						679.60					604.66
<b>102</b>											
BROWN, VALERIE L											
0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00	26.32	0.00		Advances	0.00
0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00	6.16			AFLAC Aft.	0.00
										Tax	
10.61	40.0000	0.0000	0.0000	424.40	0.00	424.40				FL RET	12.73
						424.40				CONTRIB	
											379.19

CENTRAL COUNTY WATER CONTROL DISTRICT  
Payroll Journal - Condensed

All Bank Accounts

January 1, 2018 - January 31, 2018

Hours				Earnings			Withholding Taxes					Deductions				
Pay Rate	Regular	OT/DT	Benefit	Regular	OT/DT	Total	FICA-SS	FICA-MED	Federal	State Tax	Amount	Local Tax	Amount	Description	Amount	Net Pay
Work Location: Business Location Department: Roads and Water Control																
84	RODRIGUEZ, PEDRO			Check # 8998			01/04/18									
10.73	40.0000	0.0000	0.0000	429.20	0.00	429.20	26.61		13.84		FL RET		12.88	CONTRIB		
						429.20	6.22									369.65
84	RODRIGUEZ, PEDRO			Check # 9010			01/11/18									
10.73	40.0000	0.0000	0.0000	429.20	0.00	429.20	26.61		13.84		FL RET		12.88	CONTRIB		
						429.20	6.23									369.64
84	RODRIGUEZ, PEDRO			Check # 9029			01/18/18									
10.73	40.0000	0.0000	0.0000	429.20	0.00	429.20	26.61		13.84		FL RET		12.88	CONTRIB		
						429.20	6.22									369.65
137	REYES, MIGUEL			Check # 9037			01/24/18									
14.00	30.0000	0.0000	0.0000	420.00	0.00	420.00	26.04		36.69		FL RET		12.60	CONTRIB		
						420.00	6.09									338.58
84	RODRIGUEZ, PEDRO			Check # 9038			01/25/18									
10.73	40.0000	0.0000	0.0000	429.20	0.00	429.20	26.61		10.57		FL RET		12.88	CONTRIB		
						429.20	6.22									372.92
101	PARSON, JOSHUA B			Check # 52650			01/18/18									
13.50	38.0000	0.0000	0.0000	513.00	0.00	513.00	31.81		59.04		AFLAC Aft.		0.00	Tax		
0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00	7.44				AFLAC/LNL		0.00	Ded.		
											FL RET		15.39	CONTRIB		
						513.00										399.32

CENTRAL COUNTY WATER CONTROL DISTRICT  
Payroll Journal - Condensed

All Bank Accounts

January 1, 2018 - January 31, 2018

Hours				Earnings			Withholding Taxes			Deductions						
Pay Rate	Regular	OT/DT	Benefit	Regular	OT/DT	Total	FICA-SS	FICA-MED	Federal	State Tax	Amount	Local Tax	Amount	Description	Amount	Net Pay
117 GREEN, JR., JULIUS																
19.05	40.0000	0.0000	0.0000	762.00	0.00	762.00	Check # 52652	47.24	95.27	01/18/18				Advances	0.00	
0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00		11.05						AFLAC Aft.	0.00	
														Tax		
														FL RET	22.86	
														CONTRIB		
						762.00										585.58
124 PELHAM, CURTIS I																
0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00	Check # 52653	42.09	58.94	01/18/18				Advances	0.00	
16.97	40.0000	0.0000	0.0000	678.80	0.00	678.80		9.84						AFLAC Aft.	0.00	
0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00								Tax		
														Dent/Vis	9.56	
														Ded.		
						678.80										558.37
125 HANDLEY, KENNETH L																
14.42	40.0000	0.0000	0.0000	576.80	0.00	576.80	Check # 52654	35.76	68.32	01/18/18				Advances	0.00	
0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00		8.36						AFLAC Aft.	0.00	
														Tax		
														FL RET	17.30	
														CONTRIB		
						576.80										447.06
126 PIZ, ORLANDO M																
14.42	40.0000	0.0000	0.0000	576.80	0.00	576.80	Check # 52655	35.76	68.32	01/18/18				FL RET	17.30	
								8.36						CONTRIB		
						576.80										447.06
101 PARSON, JOSHUA B																
13.50	40.0000	0.0000	0.0000	540.00	0.00	540.00	Check # 52659	33.48	62.97	01/04/18				AFLAC Aft.	0.00	
0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00		7.83						Tax	0.00	
														AFLAC/LNL		
														Ded.		
														FL RET	16.20	
														CONTRIB		
						540.00										419.52



CENTRAL COUNTY WATER CONTROL DISTRICT  
Payroll Journal - Condensed

All Bank Accounts

January 1, 2018 - January 31, 2018

Hours			Earnings				Withholding Taxes					Deductions				
Pay Rate	Regular	OT/DT	Benefit	Regular	OT/DT	Total	FICA-SS	FICA-MED	Federal	State Tax	Amount	Local Tax	Amount	Description	Amount	Net Pay
101	PARSON, JOSHUA B															
13.50	40.0000	0.0000	0.0000	540.00	0.00	540.00	33.48		50.65					AFLAC Aft. Tax	0.00	
0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00	7.83							AFLAC/LNL Ded.	0.00	
														FL RET CONTRIB	16.20	
						540.00										431.84
117	GREEN, JR., JULIUS															
19.05	40.0000	0.0000	0.0000	762.00	0.00	762.00	47.24		95.27					Advances	0.00	
0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00	11.05							AFLAC Aft. Tax	0.00	
														FL RET CONTRIB	22.86	
						762.00										585.58
117	GREEN, JR., JULIUS															
19.05	40.0000	0.0000	0.0000	762.00	0.00	762.00	47.25		76.49					Advances	0.00	
0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00	11.05							AFLAC Aft. Tax	0.00	
														FL RET CONTRIB	22.86	
						762.00										604.35
124	PELHAM, CURTIS I															
0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00	42.09		58.94					Advances	0.00	
16.97	40.0000	0.0000	0.0000	678.80	0.00	678.80	9.84							AFLAC Aft. Tax	0.00	
						678.80										567.93
124	PELHAM, CURTIS I															
0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00	42.08		47.48					Advances	0.00	
16.97	40.0000	0.0000	0.0000	678.80	0.00	678.80	9.84							AFLAC Aft. Tax	0.00	
0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00								Dent/Vis Ded.	9.56	
						678.80										569.84

CENTRAL COUNTY WATER CONTROL DISTRICT  
Payroll Journal - Condensed

All Bank Accounts

January 1, 2018 - January 31, 2018

Hours		Earnings				Withholding Taxes				Deductions		
		FICA-SS		Federal		State Tax		Local Tax		Description	Amount	Net Pay
Pay Rate	Regular	OT/DT	Benefit	Regular	OT/DT	Total	FICA-MED					
125	HANDLEY, KENNETH L											
14.42	40.0000	0.0000	0.0000	576.80	0.00	576.80	35.76	68.32	01/04/18	Advances	0.00	
0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00	8.36			AFLAC Aft.	0.00	
										Tax		
										FL RET	17.30	
										CONTRIB		447.06
125	HANDLEY, KENNETH L											
14.42	40.0000	0.0000	0.0000	576.80	0.00	576.80	35.77	54.94	01/25/18	Advances	0.00	
0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00	8.36			AFLAC Aft.	0.00	
										Tax		
										FL RET	17.30	
										CONTRIB		460.43
126	PIZ, ORLANDO M											
14.42	40.0000	0.0000	0.0000	576.80	0.00	576.80	35.76	68.32	01/04/18	FL RET	17.30	
										CONTRIB		447.06
126	PIZ, ORLANDO M											
14.42	40.0000	0.0000	0.0000	576.80	0.00	576.80	35.77	54.94	01/25/18	FL RET	17.30	
										CONTRIB		460.43
101	PARSON, JOSHUA B											
13.50	40.0000	0.0000	0.0000	540.00	0.00	540.00	33.48	62.97	01/11/18	AFLAC Aft.	0.00	
0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00	7.83			AFLAC/LNL	0.00	
										Ded.		
										FL RET	16.20	
										CONTRIB		419.52

CENTRAL COUNTY WATER CONTROL DISTRICT  
Payroll Journal - Condensed

All Bank Accounts

January 1, 2018 - January 31, 2018

		Hours		Earnings				Withholding Taxes				Deductions				
Pay Rate	Regular	OT/DT	Benefit	Regular	OT/DT	Total	FICA-SS	FICA-MED	Federal	State Tax	Amount	Local Tax	Amount	Description	Amount	Net Pay
<b>117</b>																
GREEN, JR, JULIUS																
19.05	40.0000	0.0000	0.0000	762.00	0.00	762.00	Check # 52671	47.25	95.27	01/11/18				Advances	0.00	
0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00		11.05						AFLAC Aft.	0.00	
														Tax		
														FL RET	22.86	
														CONTRIB		
						762.00										585.57
<b>124</b>																
PELHAM, CURTIS I																
0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00	Check # 52672	42.08	58.94	01/11/18				Advances	0.00	
16.97	40.0000	0.0000	0.0000	678.80	0.00	678.80		9.85						AFLAC Aft.	0.00	
0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00								Tax		
														Dent/Vis	9.56	
														Ded.		
						678.80										558.37
<b>125</b>																
HANDLEY, KENNETH L																
14.42	40.0000	0.0000	0.0000	576.80	0.00	576.80	Check # 52673	35.76	68.32	01/11/18				Advances	0.00	
0.00	0.0000	0.0000	0.0000	0.00	0.00	0.00		8.37						AFLAC Aft.	0.00	
														Tax		
														FL RET	17.30	
														CONTRIB		
						576.80										447.05
<b>126</b>																
PIZ, ORLANDO M																
14.42	40.0000	0.0000	0.0000	576.80	0.00	576.80	Check # 52674	35.76	68.32	01/11/18				FL RET	17.30	
														CONTRIB		
																447.05
						576.80										447.05
																447.05



## Payroll Journal - Condensed

## All Bank Accounts

January 1, 2018 - January 31, 2018

[illegible]

JOHN J. FUMERO  
*Board Certified State & Federal Government  
& Administrative Practice Lawyer*

E-MAIL ADDRESS:  
jfumero@nasonyeager.com

OFFICE:  
(561) 982-7114

FAX NUMBER:  
(561) 982-7116

## MEMORANDUM

TO: Board Supervisors, Central County Water Control District

FROM: John J. Fumero, District Attorney

DATE: February 15, 2018

RE: **District Attorney Monthly Report  
February 28, 2018 – Regular Meeting**

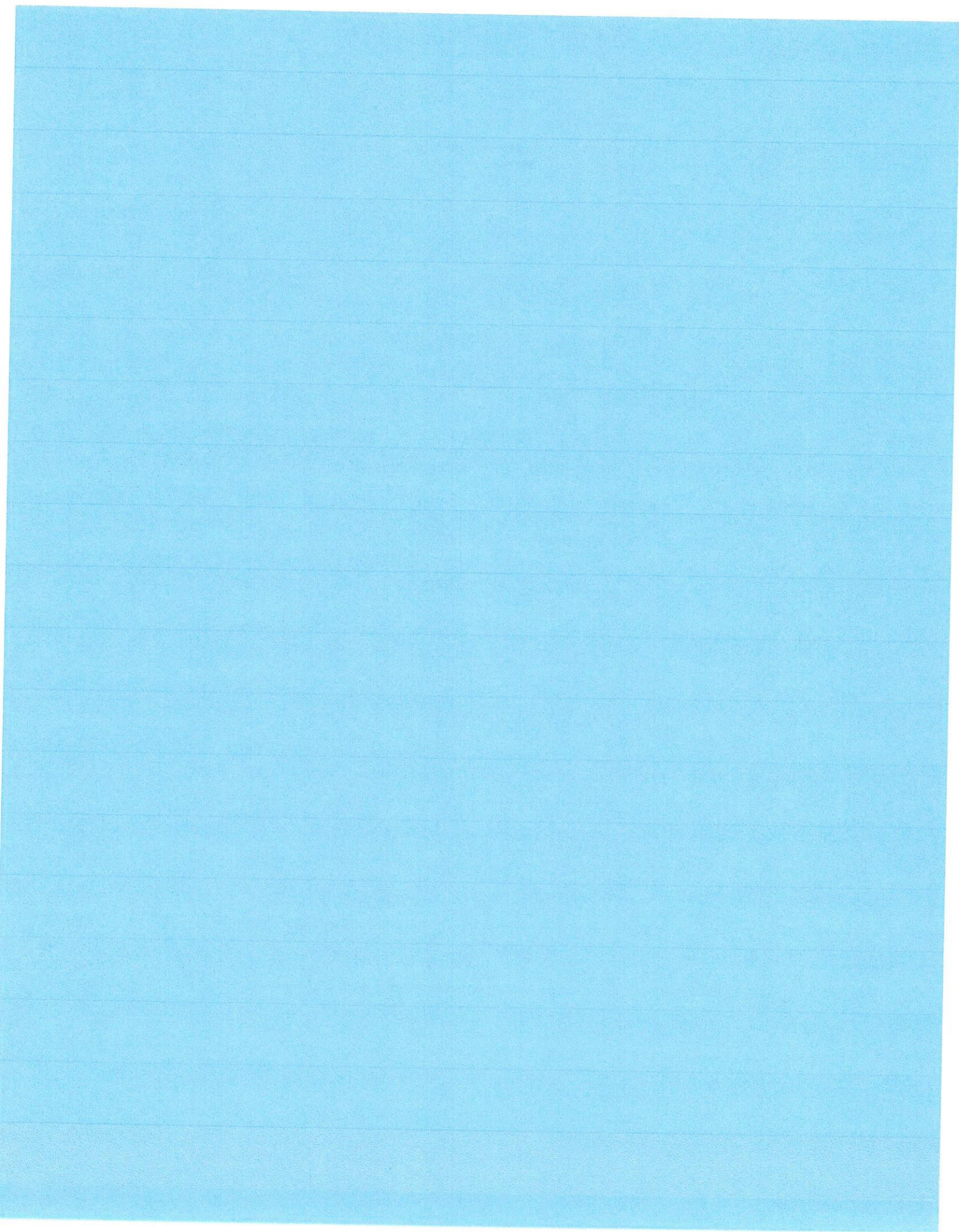
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- I. Discussion concerning District Manager Position
- II. Proposed Settlement and Release Agreement with Carolyn Hester
- III. FEMA Consultant Contract
- IV. Transfer of Duties and Responsibilities to Assistant District Manager

750 Park of Commerce Boulevard, Suite 210, Boca Raton, Florida 33487  
Telephone: (561) 982-7114 Facsimile: (561) 982-7116 [www.nasonyeager.com](http://www.nasonyeager.com)

PALM BEACH GARDENS • BOCA RATON







## **SEPARATION AND RELEASE AGREEMENT**

This SEPARATION AND RELEASE AGREEMENT ("Agreement") between Central County Water Control District ("CCWCD"), a Florida water control district, and Carolyn Hester ("Employee" and "You") is made in consideration of the benefits outlined below to memorialize Employee's separation from CCWCD and release any claims Employee may have against CCWCD.

### **I. Background**

- A. You were employed by CCWCD as the District Manager from August 25, 2015 until August 31, 2018 pursuant to a "Manager's Employment Contract" made on March 25, 2015.
- B. You have agreed to resign your employment, and CCWCD has agreed to accept your resignation on an amicable basis, on February 28, 2018. Should you choose to execute this Agreement, January 25, 2018 at 5:00 pm will be the effective date of your resignation.

### **II. Terms of Agreement**

By execution of this Agreement, CCWCD agrees to provide Employee with a severance allowance and other benefits that Employee would not otherwise be entitled to as set forth below in exchange for Employee's voluntary resignation and a release of claims. CCWCD and Employee agree as follows:

**A. No Admission of Liability or Wrongdoing:** This Agreement shall not be construed in anyway as an admission by CCWCD that it has acted wrongfully with respect to you or any other person, or that you have any rights whatsoever against CCWCD.

**B. Compensation Regardless of Whether Employee Signs Agreement:** Even if you do not sign this Agreement, CCWCD will pay you the compensation that you have earned through the date of your resignation (you were most recently paid on December 22, 2017 for the week of December 17, 2017).

**C. Severance Benefits If Employee Signs Agreement.** In exchange for the promises contained in this Agreement and release of claims as set forth below and provided you sign this Agreement and return it to the District Attorney before noon on January 24, 2018 and this Agreement meets with approval of the Board of Supervisors:

- 1. CCWCD will pay you a severance allowance equal to thirty-thousand dollars (\$30,000), which is approximately twenty-six (26) weeks of pay. You agree that, should any taxing authority assess any taxes, penalties or interest against either CCWCD or you as a result of the settlement allowance, you will be solely responsible for the taxes, penalties, or interest, if any, which may be owed to any governmental agency as a result of the settlement allowance, and you agree that you will indemnify, defend, and hold harmless CCWCD for any such taxes, penalties, or interest.
- 2. CCWCD will pay you for accrued and unused compensatory, vacation, and sick time.
- 3. CCWCD will pay for your medical coverage premiums in the same amount as you received for December 2017 until March 31, 2018 unless you elect COBRA continuation coverage.
- 4. You agree the severance allowance and terms outlined above are appropriate.
- 5. The payments outlined in subsections 1. through 3. above will be made within seven (7) business days after Employee signs the Agreement.

**D. General Release:** In consideration of the promises contained in this Agreement, you agree:

- 1. On behalf of yourself and anyone claiming through you, irrevocably and unconditionally to release, acquit and forever discharge CCWCD and its Board of Supervisors, subsidiaries, divisions, predecessors, successors and assigns, as well as its past and present officers, supervisors, directors, employees, and anyone claiming through them (collectively referred to as

"Releasees"), in their individual, official, and/or corporate capacities, from any and all claims, liabilities, promises, actions, damages, costs, fees including attorney's fees, other expenses, and the like, known or unknown, which you ever had against any of the Releasees arising out of or relating to your employment with CCWCD through the effective date of your resignation with CCWCD. Said claims include, but are not limited to: (a) employment discrimination (including claims of sex discrimination, sexual harassment, and any right to file a Complaint of Discrimination with the Florida Commission on Human Relations) and retaliation under Title VII (42 U.S.C.A. 2000e, *etc.*) and under 42 U.S.C.A. §§ 1981 and 1983, age discrimination under the Age Discrimination in Employment Act (29 U.S.C.A. §§ 621-634) as amended, and/or any other relevant Florida Statutes (including the Florida Civil Rights Act, Florida Whistleblower Protection Act, Florida Workers' Compensation Retaliation provision, Florida Minimum Wage Act, and Florida Fair Housing Act) and municipal ordinances; (b) disputed wages; (c) wrongful termination, discharge, and/or breach of any implied or actual contract, including Manager's Employment Contract; and (d) claims based on any tort, such as intentional interference with a business relationship, invasion of privacy, defamation, fraud, negligent or intentional infliction of emotional distress, negligent and intentional misrepresentation, libel, slander, assault, battery, false imprisonment, fraudulent inducement, fraudulent concealment, constitutional violations and negligence.

2. That you shall not bring any legal action against any of the Releasees for any claim waived and released under this Agreement, and you represent and warrant that no such claim has been filed to date. You further agree that should you bring any type of administrative or legal action arising out of claims waived under this Agreement, you will bear all legal fees and costs, including those of the Releasees.

3. This Agreement does not, and is not intended to, release or waive any claim prohibited from being released or waived by federal law, state statute, or other law.

**E. Binding on Successors & Assigns:** This Agreement shall be binding on the parties and upon their heirs, representatives, successors and assigns and shall inure to their benefit and to of their heirs, representatives, successors and assigns.

**F. Non-Disclosure:** You agree you will not disclose the fact of and terms of this Agreement, including the severance benefits, to anyone other than your attorney, except to the extent such disclosure may be required for accounting or tax reporting purposes or as otherwise required by Ch. 119, F.S., or other applicable law.

**G. Return of CCWCD Property:** Before noon on March 1, 2018, you will return to the District Attorney all of CCWCD's property in your possession including but not limited to: gate keys, mailbox keys, CCWCD vehicle keys, office door keys, account information, and all of the tangible and intangible property belonging to CCWCD and relating to your employment at CCWCD. Additionally, you shall furnish your passwords to any CCWCD email accounts, technology hardware and software, and social media accounts including Facebook. Finally and at the time of transfer, you shall provide the District Attorney or his designee with a list of all CCWCD property that is returned. You represent and warrant that you have not retained any copies, physical, electronic, or otherwise, of any CCWCD property.

**H. Breach:** In the event you breach any of your obligations hereunder, all outstanding obligations of CCWCD shall immediately terminate, and any and all payments previously made to you pursuant to this Agreement shall be immediately returned, due, and payable to CCWCD.



**I. Severability:** The provisions of this Agreement are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision.

**J. Entire Agreement & Understanding:** This Agreement sets forth the entire agreement between you and CCWCD and supersedes all prior oral and written agreements and understandings between you and CCWCD, including the Manager's Employment Contract, concerning the subject of this Agreement. This Agreement shall not be altered except by a written document signed by you and CCWCD, and shall only be effective upon CCWCD's authorized signature. This Agreement is contingent upon approval by the CCWCD Board of Supervisors on or before February 28, 2018.

I place my signature below in full understanding and agreement with the terms of this Agreement.

**EMPLOYEE**

**DRAFT**

---

By: Carolyn Hester  
On: February 8, 2018

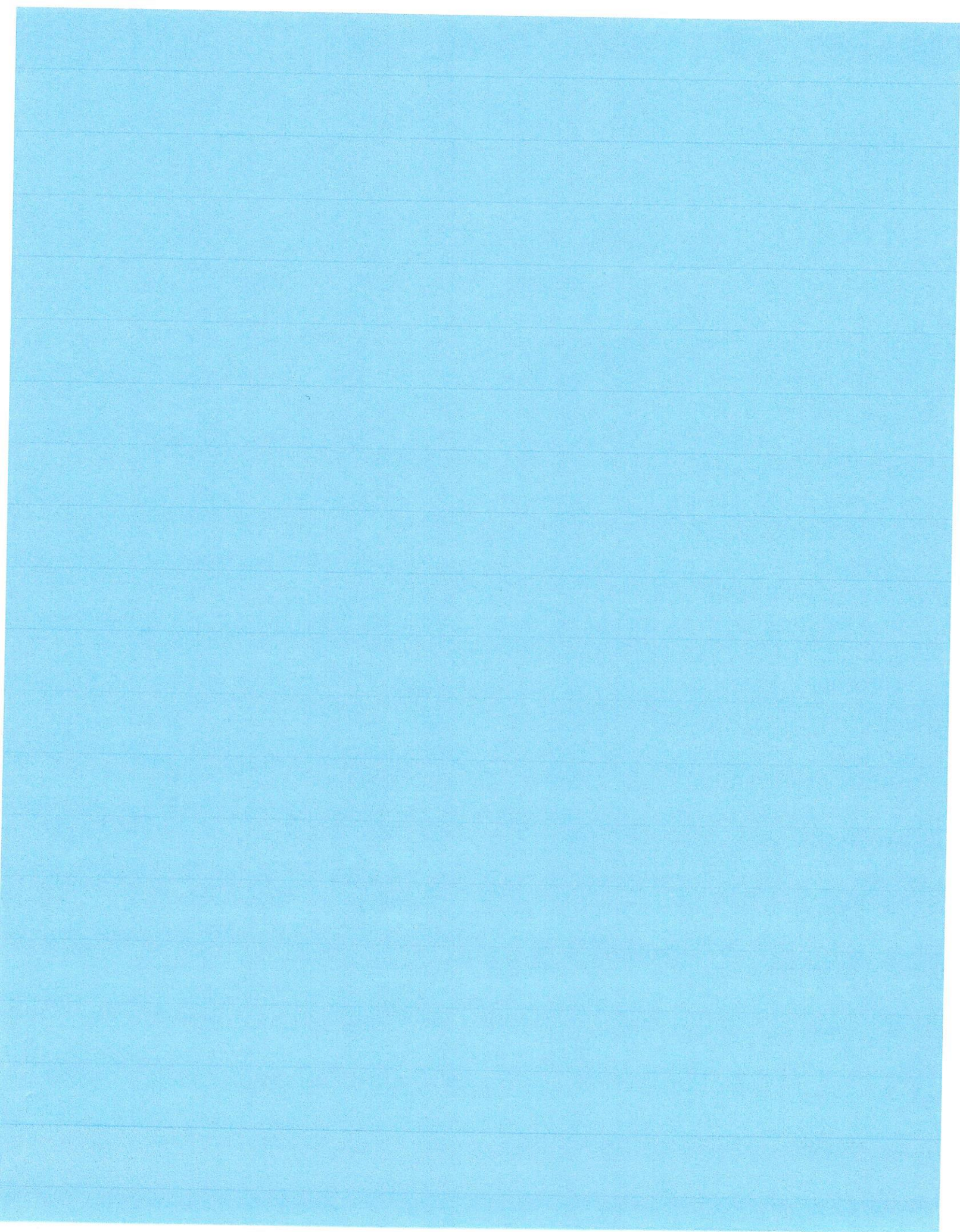
**CCWCD**

**DRAFT**

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By: Denise Miller  
As: President, Board of Supervisors  
For: CENTRAL COUNTY WATER CONTROL DISTRICT







## Expert Consulting / Professional Services Agreement

THIS **EXPERT CONSULTING / PROFESSIONAL SERVICES AGREEMENT** signed on the dates hereinafter set forth and made effective the 1st day of January 2018 (the "Agreement") is entered into by and between Central County Water Control District located at 425 S. Cabbage Palm Street, Clewiston, Florida 33440 represented herein by its duly authorized agent Denise Miller (hereinafter "CCWCD" and/or "Water District") and the Sulzer Group, LLC located at 650 Poydras Street, Suite 2828, New Orleans, Louisiana 70130 represented by its duly authorized agent Deborah M. Sulzer (hereinafter "Project Manager").

1. Whereas, CCWCD facilities were damaged and large amounts of debris filled CCWCD's properties as the result of Hurricane Irma, occurring on or about September 4, 2017; and
2. Whereas, the President of the United States declared Hurricane Irma a Major disaster on September 10, 2017 (the "Event" or "DR 4337"); and
3. Whereas, the Governor of the State of Florida declared a State of Emergency to exist in all counties in Florida due to Hurricane Irma on September 4, 2017 (Executive Order No. 17-235); and
4. Whereas, Hendry County proclaimed a State of Emergency to exist in all of Hendry County, including CCWCD, on September 5, 2017 due to Hurricane Irma; and
5. Whereas, CCWCD proclaimed a State of Emergency to exist in CCWCD on October 25, 2017 (Resolution 17-2, effective September 4, 2017) due to Hurricane Irma; and
6. Whereas, CCWCD may be eligible to receive federal funding under the Robert T. Stafford Act and other disaster recovery programs as a result of the Event; and
7. Whereas, CCWCD competitively bid the services in this Agreement and awarded the Project Manager to assist with its disaster recovery efforts.

**NOW THEREFORE, IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

## **2 Engagement**

Water District hereby engages Project Manager and Project Manager hereby agrees to perform all services required to pursue grant funding for reconstruction and disaster recovery efforts resulting from the Event, as well as, to manage and administer CCWCD's efforts to receive the maximum allowable reimbursement for eligible recovery expenses from FEMA.

The Project Manager will provide sufficient organization, personnel and management to carry out the requirements of this Agreement in an expeditious and economical manner consistent with the best interests of the Water District.

All Services are to be provided by Project Manager as Water District's Representative. Services to be performed by the Project Manager shall include those as set forth in this Agreement in the Scope of

Services section as determined by the Water District based upon the nature and type and needs of the project.

## **2. Scope of Services**

The Scope of Services shall include but not be limited to the following:

### **3.1 Administration**

- 3.1.1 Provide professional assistance obtaining FEMA and Florida DEM reimbursement for expenses incurred as a result of the Event, including but not limited to:
  - 3.1.1.1 Submitting a Request For Public Assistance, and any other related forms thereto;
  - 3.1.1.2 Developing the approach to capturing, filing, and tracking costs;
  - 3.1.1.3 Collection of cost documentation for costs incurred;
  - 3.1.1.4 Development of project worksheets to support FEMA reimbursement requests;
  - 3.1.1.5 Internal auditing of project worksheets and costs incurred to identify areas of concern which may jeopardize funding, including the review of recovery services contracts, vendor qualifications, and other purchasing documentation;
  - 3.1.1.6 Assist CCWCD Staff in training efforts on FEMA documentation requirements;
  - 3.1.1.7 Assist in damage assessments and specific recovery project identification
- 3.1.2 Ensure compliance with all federal statutes, rules, and regulations relating to eligible reimbursement of disaster preparation and recovery, including the FEMA Field Manual for procurement.

### **3.2 Other Services**

- 3.2.1 Assist in the management of any Special Projects undertaken by Water District. Special Projects may include but not be limited to establishment of temporary facilities, repair of existing facilities, demolition of existing damaged facilities, debris removal, emergency protective measures and decommissioning of temporary facilities.
- 3.2.2 Such other services as Water District and Project Manager mutually determine in writing, executed by both parties, as necessary for the completion of the Project.
- 3.2.3 Assist Water District in connection with management of any Federal Public Assistance Disaster Grant including but not limited to:
  - 3.2.3.1 Attend meetings with Federal and/or State representatives;
  - 3.2.3.2 Respond to and/or prepare Federal Emergency Management Agency (FEMA)/Florida Department of Emergency Management (Florida DEM) documentation requests relating to the project;
  - 3.2.3.3 Assist Water District with the preparation and submittal of applications for disaster recovery funding;
  - 3.2.3.4 Assist in determining the scope of the project and obtaining any required approvals from FEMA and/or Florida DEM;



- 3.2.3.5 Manage the assessment of facilities damaged by federally declared events to evaluate eligibility for grant funding;
  - 3.2.3.6 Draft or review and submit Damage Descriptions & Dimensions (DDD) and resulting Scope of Work (SOW) for the development of grant funding;
  - 3.2.3.7 Assist in scope alignment analysis and determination for replacement facilities;
  - 3.2.3.8 Prepare repair vs replacement cost models and present to FEMA (if required)
  - 3.2.3.9 Prepare Alternate or Improved Project Requests (if necessary)
  - 3.2.3.10 Prepare cost estimates for damage assessments;
  - 3.2.3.11 Prepare reports and/or requests for reimbursement;
  - 3.2.3.12 Submit Requests for Reimbursements (RRF's) to Florida DEM
  - 3.2.3.13 Track status of RRF's submitted to assist with cash flow planning and payment to contractors;
  - 3.2.3.14 Prepare project cost reconciliations;
  - 3.2.3.15 Evaluate/Estimate cost overruns for purpose of project closeout;
  - 3.2.3.16 Prepare PW Version Requests for cost adjustments;
  - 3.2.3.17 Prepare PW Version Requests for Scope alignment;
  - 3.2.3.18 Prepare files for closeout;
  - 3.2.3.19 Assist in grant closeout and provide audit support;
  - 3.2.3.20 Provide CCWCD with copies of all project / grant documentation in both hard copy and electronic form;
  - 3.2.3.21 Other related duties as requested by CCWCD in writing.
- 3.2.4 The Cost associated with 2.4 above shall be billed separately, on an hourly basis at the rates listed in Exhibit A (attached to this agreement and made a part hereof) and shall not exceed \_\_\_\_\_ Dollars and Zero Cents (\$\_\_\_\_\_) without written authorization from Water District, executed by both parties. The rates in Exhibit A will remain fixed through the Initial Term of this Agreement and may be adjusted if the Agreement is extended in writing, executed by both sides, and in accordance with Section 3. Project Manager certifies that the rates in Exhibit A have been deemed "cost reasonable" for projects of a similar size and complexity, which used public assistance grant funding.

### **3. Term of the Agreement**

The term of this Agreement will begin on January 1st, 2018 and will remain in full force until the third annual anniversary of said effective date, unless terminated in accordance with Section 9 of this agreement. This Agreement may be extended by written amendment, signed by both parties. Any extensions of this Agreement must be in writing, negotiated and executed by both parties.

### **4. Insurance**

The Project Manager shall procure and maintain at all times during the term of this Agreement general liability insurance in the amount of \$1 million per occurrence and \$3 million aggregate and worker's compensation insurance in accordance with that required by Florida law. In advance of the commencement of services under this agreement the Project Manager shall provide Water District with a certificate of insurance reflecting the aforementioned general liability coverage. Said policy shall provide that the Water District must be given thirty (30) days advance notice in writing of any material changes or cancellation of any such policy(ies) of insurance.

**5. Compensation**

- 5.1 For the Services provided by Project Manager under this Agreement, except services included in 2.4, the Water District shall compensate Project Manager on an hourly basis in accordance with the rates listed in Exhibit A of this Agreement and shall not exceed \_\_\_\_\_ Dollars and Zero Cents (\$\_\_\_\_\_) without written authorization from the Water District.
- 5.2 Compensation for Services set forth in section 2.4 above shall be paid in accordance with that section, the total of which shall not exceed \_\_\_\_\_ Dollars and Zero Cents (\$\_\_\_\_\_) without Water District's authorization via a written amendment to this Agreement, executed by both parties.
- 5.3 All compensation for services provided by Project Manager shall be paid pursuant to the Florida Local Government Prompt Payment Act (§§ 218.70-218.80, F.S.).

**6. Reimbursable Expenses**

Project Manager shall be entitled to be reimbursed from time to time for all reasonable and necessary expenses incurred by Project Manager in connection with providing the Services hereunder. Project Manager shall not incur any expense without written authorization of Water District. Project Manager shall furnish statements and vouchers to Water District for all expenses for which reimbursement is sought. Reimbursements due to Project Manager shall be paid at cost by Water District in accordance with Florida's Local Government Prompt Payment Act.

**7. Notice**

All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and either served personally or by registered mail. The addresses for any notices to be delivered to any of the parties to this Agreement are as follows:

If to CCWCD:	Central County Water Control District Attention: District Manager 425 S. Cabbage Palm Street Clewiston, Florida 33440
With a carbon copy to:	John J. Fumero, Esq. Nason, Yeager, Gerson, White, & Lioce, P.A. 750 Park of Commerce Blvd., Suite 210 Boca Raton, FL 33487
If to Project Manager:	The Sulzer Group, LLC Attention: Deborah Sulzer 650 Poydras Street Suite 2828 New Orleans, Louisiana 70130



Or to such other address as to which any party may from time to time notify the other in writing.

#### **8. Assignment**

The Project Manager shall not assign any interest in this agreement and shall not transfer any interest in the same without prior written consent of CCWCD.

#### **9. Termination**

Either party may terminate this Agreement with or without cause upon five (5) days' notice in writing to the other party. If terminated by Water District, then the Project Manager will be paid up through the date of cancellation for services rendered and reimbursed for any authorized costs through the date of cancellation.

#### **10. Solicitation**

The Project Manager has not employed or retained any company or person, other than a bona fide employee working solely for him, to solicit or secure the subject Agreement. The Project Manager has not paid or agreed to pay any person, other than a bona fide employee working for him, any fee, Water District, percentage, gift, or any other consideration contingent upon or resulting from the subject Agreement. Project Manager agrees that it shall not induce, by any means, any employee to give up any portion of his or her compensation to which he or she is otherwise entitled. The Water District or Project Manager is required to report all suspected or reported violations to the appropriate federal/state agency.

#### **11. Titles/Headings**

Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement.

#### **12. Gender**

Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

#### **13. Capacity/Independent Contractor**

It is expressly agreed that Project Manager's relationship with CCWCD is that of an independent contractor and not as an employee in providing the Services hereunder. The relationship between the Project Manager and CCWCD shall not be construed as that of an employer-employee, agent, partner, or joint venture with CCWCD.

#### **14. Additional Terms and Conditions**

Water District and Project Manager agree to bind themselves by the additional terms and conditions outlined in Exhibit B, attached to this Agreement and made a part hereof.

#### **15. Modification of Agreement**

SG/CCWCD Agreement – 2018.01.11



Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

#### **16. Time of the Essence**

Time will be of the essence of this Agreement and of every part hereof. No extension or variation of this Agreement will operate as a waiver of this provision.

#### **17. Entire Agreement**

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressed in it. Any letter agreement between the parties is hereby superseded and replaced by this Agreement.

#### **18. Severability**

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

#### **19. Governing Law**

It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Florida, without regard to the jurisdiction in which any action or special proceeding may be instituted.

#### **20. Audits and Records Requirements**

In accordance with section 119.0701, F.S., the Project Manager is considered a "Contractor" and must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described in the Scope of Services. Upon request, the Project Manager must provide the public and CCWCD's records custodian, Carolyn Hester, with access to such records in a reasonable time and in accordance with access and cost requirements of Chapter 119, F.S. Further, the Project Manager shall ensure that any exempt or confidential records associated with this Agreement or associated with the performance of the work described in the Scope of Services are not disclosed except as authorized by law. Finally, the Project Manager shall retain the records described in this paragraph throughout the performance of the work described in the Scope of Services, and at the conclusion of said work, transfer to CCWCD, at no cost to CCWCD, all such records in the possession of the Project Manager and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. Records that are stored electronically must be transferred to CCWCD in a format that is compatible with the CCWCD's information technology systems.

### **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE**

**PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DISTRICT MANAGER, CCWCD'S CUSTODIAN OF PUBLIC RECORDS, AT (863) 983-5797; MANAGER@CCWCD.FL.COM; 425 S. CABBAGE PALM STREET, CLEWISTON, FLORIDA 33440.**

**21. Public Entities Crimes Act.**

As provided in sections 287.132 and 287.133, F.S., by entering into this Agreement and performing any work in furtherance hereof, the Project Manager certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the Florida Department of Management Services within thirty-six (36) months immediately preceding the date hereof. This notice is required by section 287.133(3)(a), F.S.

**IN WITNESS WHEREOF** the parties have duly executed this **Expert Consulting / Professional Services Agreement** this \_\_\_\_\_ day of February 2018.

Central County Water Control District

BY: \_\_\_\_\_  
Denise Miller

Title: President, Board of Supervisors

Sulzer Group, LLC

BY: \_\_\_\_\_  
Deborah M. Sulzer

Title: Chief Executive Officer



MANAGER’S REPORT

February 28, 2018

- The District has had 8/10 inch of rain since the last meeting.
- have given out 14 keys to the reservoir since our last meeting.
- have permitted 7 culverts since our last meeting.
- List of the roads, mowing, and ditches that have been done since the last meeting: 15 roads

Grader, roller, shell rock to roads

Hunting Club and Jinete	north and south side
Del-Club and Fronda	north side
Pine Cone and Willow	south side
N. Riverside - HorseClub to Woodland	
Del-Sur and Verda	north side
Kennel from Bald Cypress to Camino Real	
Camino Real and Lindero	south side
Hunting Club and Isora	south side
Hunting club and Romero	north and south side
Horse Club and Arobelda	north and south side
Horse Club and Utopia	north and south side
Del-Sur and Brida	north side
Del-Sur and Lindero	north and south side

Perimeter - Kennel to Cabbage Palm St.

Kennel - Del-Sur to Montura

### Ditches

We are fixing washouts on canal banks

### Mowing

Mowing season is completed, Mowed around the Dike, mowed around all signs.

Replacing all old post and signs damaged from the Hurricane.

Fixed 10 street signs in the last month and picked up trash

- Staff status:

Dumpster Area – I will be putting up signs saying NO WHITE GOODS in Dumpsters which is no, refrigerators, freezers, washer and dyers, no big appliances etc. or we will be charged for them.

Will be handing the Board the “short List” of Candidates for the District Managers position for the Board to look at and approve. Also will be handing the Board the instruction for the evaluation for the candidates.

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**H.L. BENNETT & ASSOCIATES, INC.**  
♦ CIVIL ENGINEERING ♦ LAND SURVEYING ♦ CONSTRUCTION

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P.O. Box 2137  
LaBelle, Florida 33975  
Phone: (863) 675-8882  
hlb@hlbennett.org

241 E. Yeomans Avenue  
LaBelle, Florida 33935  
Fax: (863) 675-1327

February 15, 2018

Central County Water Control District  
475 South Cabbage Palm Street  
Clewiston, Florida 33440

**Re: Engineer's Monthly Report**

Members of the Board:

This monthly report covers the period **January 12, 2018 to February 15, 2018.**

**FEMA – Irma Damages**

Continuing to collect data on Irma damages and calculating costs to repair.

**ROADS**

We are preparing bid documents for the resurfacing of Hacienda.

**SFWMD**

We received our C-139 Basin Permit Compliance from SFWMD on February 14, 2018.

**Drainage**

I inspected the swale regrading on N. Fronda Street, north of Horse Club Avenue. The swale grades are correct to allow positive drainage. The only issue found was the material that was removed from the swale bottom was left on the backslope of the swale. The crew has since removed that.

Sincerely,



H.L. Bennett, PE, PLS  
District Engineer



# CLUBHOUSE REPORT FEB 2018

## CLUBHOUSE BUILDING

.BUILDING MAINTENANCE

.CRAFT/VALENTINE DANCE EVENT WAS DONE ON FEB 10<sup>TH</sup> , 50 KIDS ENJOYED IT WITH THEIR PARENTS

.CLUBHOUSE NEXT EVENT IS ON MARCH 10<sup>TH</sup>. MOVIE NIGHT/CRAFT

## PLAYGROUND/GREEN AREA

.DAILY MAINTENANCE

.TIRE SWING HAS BEEN REPAIRED

## BASKETBALL/BASEBALL/SOCCER

.DAILY MAINTENANCE

.PLANING NEXT TOURNAMENT

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RESOLUTION 18-1

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRAL COUNTY WATER CONTROL DISTRICT APPROVING THE EXPERT CONSULTING / PROFESSIONAL SERVICES AGREEMENT BETWEEN SULZER GROUP, LLC AND CENTRAL COUNTY WATER CONTROL DISTRICT; AUTHORIZING THE PRESIDENT OF THE BOARD OF SUPERVISORS TO SIGN THE AGREEMENT ON BEHALF OF CENTRAL COUNTY WATER CONTROL DISTRICT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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**WHEREAS**, Hurricane Irma made landfall in Florida and Hendry County, including Central County Water Control District (the "District"), on approximately September 4, 2017; and

**WHEREAS**, as a result of Hurricane Irma, District facilities and properties were damaged and filled with large amounts of debris; and

**WHEREAS**, the District may be eligible to receive federal funding under the Robert T. Stafford Act and other disaster recovery programs because of Hurricane Irma; and

**WHEREAS**, the District must initiate recovery efforts and lacks the time and expertise to apply for federal funding; and

**WHEREAS**, the District solicited for competitive bids for disaster recovery services and desires to award the contract for a Project Manager to apply for federal funding to Sulzer Group.

**NOW THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the Central County Water Control District as follows:

**Section 1.** The Board of Supervisors hereby approves the Expert Consulting/Professional Services Agreement, dated January 24, 2018, which is attached and incorporated in this Resolution as **Exhibit A**, between Central County Water Control District and Sulzer Group, LLC.

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**Section 2.** The Board of Supervisors hereby grants authority to the President of the Board of Supervisors to execute the Expert Consulting/Professional Services Agreement, dated January 24, 2018, on behalf of the District.

**Section 3.** This Resolution shall take effect upon adoption.

**PASSED AND APPROVED** by the Board of Supervisors of the Central County Water Control District this \_\_\_\_ day of February, 2018.

**BOARD OF SUPERVISORS  
CENTRAL COUNTY WATER CONTROL DISTRICT**

\_\_\_\_\_  
By: DENISE MILLER, President

ATTEST:

\_\_\_\_\_  
By: \_\_\_\_\_, District Manager

APPROVED AS TO LEGAL SUFFICIENCY AND FORM:

\_\_\_\_\_  
By: JOHN J. FUMERO, District Attorney