

**PLANTATION ACRES IMPROVEMENT DISTRICT  
REGULAR MEETING**

**October 26<sup>th</sup>, 2017**

**Member Present:** J. Gary McAlpin, Chairman  
Edward N. Szerlip, Vice Chair  
Jesse Varnell, Commissioner  
Louis Flanigan, Commissioner  
James Davis, Commissioner

**Present:** David Fradley, District Engineer  
Joe Telles, District Administrator  
Jeffrey Siniawsky, District Attorney  
Angel Alvarez, District Manager

**Absent:**

**Chairman McAlpin:** Called the meeting to order at 7:00 p.m. The Pledge of Allegiance to the Flag followed by the roll call indicated the above members were present. There was a quorum.

**MINUTES** - Regular Meeting Minutes of October 26<sup>th</sup>, 2017. Motion to approve the minutes of September 13<sup>th</sup>, 2017 and the revised minutes of August 24<sup>th</sup>, 2017. Motion carried unanimously by voice vote.

**District Attorney Siniawsky:** Comments starting on page nine (9) should read ...sitting there and at times I can "smell" fish. August 24<sup>th</sup>, 2017 meeting should read charged to "cost recovery". Page eighteen (18) of the September 13<sup>th</sup> minutes should read...there's a solution that "dovetails".

**Commissioner Davis:** Page starts with "drive home" fourth (4) line down I didn't make the comment on "yes I pay taxes on it" (Mr. Fradley's comment) and a few lines down should read "I have buses".

**Chairman McAlpin:** Changes being noted do I have a motion to approve? Motion carried unanimously by voice vote.

**PUBLIC COMMENTS-**

**Donna Winkler/Rudolfo Gallego** (11300 NW 22<sup>nd</sup> St.) - Encroachment agreement

**Debra Tiedt** (11461 NW 5<sup>th</sup> St.) called concerning the trees on the side of her yard. Since the hurricane about one hundred (100) trees down in the canal. Some on her property and have broken her fence and others not on property. Chairman McAlpin requested Angel to go to Debra's tomorrow and verify where the trees are (inside/outside property) and make and note it. Trees that are PAID's responsibility will be removed.

**Ron McCaw** (11940 NW 26<sup>th</sup> St.) Permit to replace driveway and contractor noted 3' setback in error. Mr. Fradley came out and looked and my understanding is that now it has been approved and called me today however; the City needs your stamp. Thank you. Mr. Fradley advised has taken care of it.

**Anita Manning** (11551 SW 3<sup>rd</sup> St.) Asked on how to obtain agenda and if she has the right to vote. Chairman McAlpin replied that if she was an elected official of Plantation Acres she has the right to vote. As a citizen you can vote by talking to one of the commissioners here and letting your voice be heard.

Mr. Telles spoke with Mary and she will be bringing the PAID website up to date. Chairman McAlpin asked Joe if we are running into problems with that lets talk.

Commissioner Varnell commented that the Board has discussed adding a section to include the meeting minutes. If the Board pleases he will add the agenda on the Nextdoor app for residents to have the agenda for the monthly meetings. Meetings will be posted in the events section.

Chairman McAlpin agreed and would like that as a backup. Commissioner Varnell will allow PAID agenda to be included in the Homeowners website. As a reminder the agenda is posted on the bulletin board outside of the building the Friday prior to the meetings.

The respective party prepares their individual agenda. Mr. Fradley and Mr. Siniawsky share by Drobbox because of file size and can add others to the list and you don't have to worry about the scanning.

Mr. Siniawsky commented on the possibility of adding the previous meeting minutes and Mr. Fradley can download his documents.

Public comment of the meeting was closed by Chairman McAlpin.

### **DISTRICT ADMINISTRATOR'S REPORT**

District Administrator Telles provided an overview of the Accounting Consent Report for FY ending on September 30<sup>th</sup>, 2017 and provided a year-to-date of the budget and expenditures.

**Operation and Maintenance:** Month of September \$53,144.94; twelve (12) months year-to-date \$459,915.61; annual budget \$409,475.00; over budget \$50,440.61.

**Administration:** Month of September \$24,398.33; twelve (12) months year-to-date was \$192,114.06; annual budget \$195,725.00; under budget by \$3,610.94.

**Financial Expenses:** September \$0.00; twelve (12) months year-to-date \$37,895.79; annual budget \$40,375.00; under budget \$2,479.21 of which \$1,875.00 was bank fees/interest.

**Emergencies and Contingencies:** September \$0.00; twelve (12) months year-to-date \$0.00; under budget \$1,500.00.

**Capital Reserves:** September \$0.00; year-to-date \$340,421.23; annual budget \$339,295.00; over budget \$1,126.23.

**Total Expenditures:** September \$77,543.27; twelve (12) months \$1,030,346.69; annual budget \$986,370.00; total year over budget \$43,976.69.

**Receipts:** Month of September total \$16.32; YTD \$769,829.41; annual budget \$783,370.00; Not under budget what we didn't collect from SFWMD \$14,956.24; under what we anticipated to collect \$13,540.59.

**Cash Account/Checking/Money Market/Fiscal & Equipment Reserve:** As of September 30<sup>th</sup>, 2017, \$166,734.76.

**Bond and Permit Account:** Annual Budget \$703,839.17.

Commissioner Davis asked what charges are on the electric bill. Mr. Telles explained that they are for the building lights and the six pump stations. The building is not energy efficient and runs at about \$187.00 to \$200.00 monthly.

Motion by Chairman McAlpin to approve Consent and Cash Flow Agenda, General Ledger year ending September 30<sup>th</sup>, 2017. Motion by Commissioner Varnell and seconded by Vice Chair Szerlip. Motion carried unanimously by voice vote.

District Administrator Telles advised we no longer need to borrow the \$50,000.00. District Engineer Fradley brought everything up to date by getting the money in for August and September's cost recovery. Canceled BB&T loan out and kept the \$50,000.00 line of credit on an interest free card unless it is used and in case we need to access it.

District Administrator Telles submitted final budget to the County. The Department of Revenue cited the law which allows to raise it 10% and we can raise anything we want above the trim because we are not ad valorem. Special districts don't have to adhere to the trim.

### **LEGAL REPORT –**

**District Attorney Siniawsky:** Only items although session hasn't started are on Committee and Senate meetings. I have received a couple of House Bills (HB) which may affect PAID. They have been put in under the guise of government transparency and I will have a full analysis for you next month.

The other items are coming up on Dave's agenda. The engagement letter will be under old business since the Board asked me to bring it back for this meeting.

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**ENGINEER'S REPORT -**

A. CONSENT ITEMS –

- A1. Maleh Estates Paving & Drainage (C0608.01) .....Permit Renewal
- A2. TD Bank (C1304.01) .....Asbuilt Approval

This is a first permit renewal for Maleh Estates Paving & Drainage of the existing permit. Neither the plans nor the criteria for approval have changed. The cost recovery account is current, and the security has been deposited with the District.

Chairman McApin inquired as to why Maleh Estates Paving & Drainage asked for an extension of the existing permit.

District Engineer Fradley explained that there's a one-year time for construction permits and the City process takes almost that long. Generally, when we give them approval then the City processes'. They have everything they need now to proceed with the project it was only because the permit was going to expire.

Commissioner Davis asked if TD Bank pays a license fee same as PetSmart.

District Engineer Fradley explained that PetSmart pays a license fee because the parking lot occupies the PAID right of way.

Discussed TD Bank's asbuilt approval and advised that the project has been completed in substantial conformance with the approved plans.

Motion by Chairman McAlpin to approve tonight's Consent Items on the agenda. Motion to approve by Vice Chair Szerlip. Seconded by Commissioner Varnell. Motion carried unanimously by voice vote.

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B. QUASI-JUDICIAL ITEMS

The items in this section are quasi-judicial in nature. If you wish to object or comment upon any of these items, you must be sworn before addressing the Board of Commissioners, and if you wish to address the Board, you may be subject to cross-examination. If you refuse to submit to cross-examination, the Board of Commissioners will not consider what you have said in its final deliberations.

- B1. American Heritage School (R1709.01) ..... Easement Vacation
- B2. 11300 NW 22<sup>nd</sup> Street (B8805.11) .....Encroachment Agreement

District Engineer Fradley read the Quasi-Judicial procedures into the record. District Attorney Siniawsky swore in the witnesses.

**First quasi-judicial** is American Heritage School (R1709.01) for the approval of the vacation of a portion of the perimeter ten (10') drainage easement dedicated by plat. At the time the plat was recorded, the school perimeter was as shown on the plat. After the recording of the plat, the school's property was expanded to include the west half of Tract 38. Once the site was expanded the subject easement was no longer along a perimeter and was no longer needed. The Survey Exhibit provided shows the location of the easement in relation to existing improvements. Resolution, Plat Exhibit, and Survey Exhibit provided.

Chairman McAlpin inquired as to the easement vacation and the slope of the property and if there is no longer a need for the swale and with respect to the area being vacated how does the property drain?

Mr. Fradley commented that they are set with drainage since there is a building there on top of the easement and they have roof drains, perimeter drainage, and drainage to our canal.

Commissioner Davis inquired on how they were able to build on top of the easement. Mr. Fradley explained that they didn't catch it and neither did we. They drain to the catch basins and then out to the canal and have an underground vault system that connects to our canal as well. They also provided a positive drainage system.

District Attorney Siniawsky stated that the proper motion would be to adopt RESOLUTION NO.2017-3 of the Plantation Acres Improvement District approving the vacation of an easement on the AHS Plat; providing for execution; and providing for an effective date.

Motion by Commissioner Flanagan to approve RESOLUTION NO.2017-3. Motion made and seconded by Commissioner Varnell. Motion carried unanimously by voice vote.

**Second quasi-judicial** is 11300 NW 22<sup>nd</sup> Street - Encroachment Agreement (B8805.11) for the approval of existing long-standing improvements that encroach into an existing drainage easement. This lot is part of a 2-lot plat recorded in 1976. As part of the plat, easements were placed on all property lines, including those bordering rights-of-way. Currently, the encroachments do not impact the public drainage in the area. In the future, the easterly easement is planned to contain positive drainage, however, the encroachment is beyond the typical building setback encountered for with such drainage improvements in this area. The encroachments are acceptable because they do not impact existing public drainage and the potential future impacts are addressed in the encroachment agreement. Encroachment Agreement (with survey exhibit and Plat (reduced) provided. Mr. Fradley gave an overview of the agreement and stated that most of the time our encroachment agreements have statements that the encroachment must be removed within thirty (30) days. The encroachment agreement because getting it approved through PAID, the City and the County is a lengthy process and this way the easement can stay and so can the improvements.

In reply to Chairman McAlpin's concern on the encroachment, Mr. Fradley stated that none of the four (4) easements will be vacated and they can encroach on our property but with specific encroachment on where we have right of way.

Chairman McAlpin asked that prior to the Boards approval to what extent is the encroachment and the footage. Mr. Fradley referred to the **Encroachment Agreements' paragraph three (3)** that PAID hereby approves the following encroachments over, into and upon the PAID Easement: a concrete pool deck extending approximately 3.5 feet into the PAID Easement for a width of approximately 35 feet; a concrete block structure extending approximately 5 feet into the PAID Easement for a width of approximately 20.1 feet and extending approximately 1.5 feet into the PAID Easement for a width of approximately 20.1 feet; a concrete slab entry to the concrete block structure extending approximately 1.5 feet into the PAID Easement for a width of approximately 7.5 feet; and a roof overhang (all of which are collectively known as the "Encroachments"), all as shown on the survey attached hereto and made a part hereof as Exhibit "A". PAID approval of the Encroachments is solely for the Encroachments and does not include or extend to any other or further encroachment into, on, over or through the PAID Easement.

District Attorney Siniawsky also explained that there is limited language to those encroachments and it doesn't include anything further. These are existing improvements that already encroach and provided in paragraph eight (8) that the granting of this Encroachment Agreement by PAID does not waive, diminish, or affect PAID's rights to utilize the PAID Easement for all intended purposes.

Mr. Fradley stated that in the future a pipe will run through the right of way and the easement will be there and continued to be enforced. It will run to one or the other side. That's why we aren't vacating these and for future use of PAID. It doesn't give them the right to add. The encroachment may not be amended, modified, or terminated except by written agreement of the parties.

Donna Winkler let the Board members know that the purpose of the encroachment agreement is because when the house was purchased last August, there was an amendment. Permit pulled to build a garage and the original garage is now a

bedroom. We wanted to comply and learned about the encroachment. I'm also being fined \$100.00 per day for non-compliance.

Chairman McAlpin added that if she sells the property she will need to comply, and have it listed that way in the records and that's a good reason concerning the fines. He also wants the record to stand that the Board has advised Ms. Winkler on the encroachment agreement and the specific requirements.

Chairman McAlpin asked District Attorney Siniawsky if he has any probable difficulties with the agreement. He drafted the encroachment agreement and Mr. Fradley also commented he agrees.

Motion by Chairman McAlpin to approve the Encroachment Agreement Motion to approve made by Commissioner Varnell. Seconded by Vice Chair Szerlip. Motion carried unanimously by voice vote.

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Chairman McAlpin asked Mr. Fradley and Angel to provide the Board for November's meeting the list of top priority projects on both the residents and the pump stations and how we proceed/recommendations to move forward.

Pump stations are high priority and survey work has started. Station can't be shut off until rainy season stops. Packet will be included in the agenda.

Provided a report with permit activity, certificates of occupancy and violations as part of the backup material.

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C. BOARD ACTION ITEMS - None

D. Discussion Items

D1. Permit Activity (Approved) (D9408.02 & D9408.03) ..... Summary

<u>No.</u>	<u>Name</u>	<u>Address</u>	<u>PAID No.</u>
1.	McCaw (Driveway)	11940 NW 26 <sup>th</sup> Street	B0110.07
2.	Sanchez/Escobar (Fence)	11990 Tara Drive	B8805.10
3.	Hyatt (Shed)	11201 NW 14 <sup>th</sup> Street	B9501.01
4.	Malka (Pool, Gate, Generator & Tank)	1640 NW 114 <sup>th</sup> Avenue	B0412.01
5.	Garcia (Fence)	12361 NW 7 <sup>th</sup> Street	B9304.06
6.	Lane (Generator)	11260 NW 15 <sup>th</sup> Street	B0209.08
7.	DeSantis (Driveway)	12121 NW 11 <sup>th</sup> Street	B9408.25
8.	Panofsky (Storage Room)	450 North Flamingo Road	B0712.01
9.	Rhino Homes (House)	11350 NW 8 <sup>th</sup> Street	B1502.01

Certificates of Occupancy (Approved)

<u>No.</u>	<u>Name</u>	<u>Address</u>	<u>PAID No.</u>
1.	DeSantis (Addition)	12121 NW 11 <sup>th</sup> Street	B9408.25

D2. Violation Activity (D9611.01) .....Summary

<u>Name</u>	<u>Address</u>	<u>Violation</u>	<u>Status</u>
Rice & Korn	1594 NW 114 <sup>th</sup> Terrace	Fill placed in front of swale	Rescinded
Rhino Homes	11350 NW 8 <sup>th</sup> Street	Property overfilled, swales filled. Drainage connection is not constructed resulting in excess runoff onto adjacent property.	Complying

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**DISTRICT MANAGER'S REPORT:**

**Last month's follow up:** Hurricane debris removal notices were hand delivered affected residents. I spoke with Mr. Telles and his office sent the remainder by certified mail.

Extensions past the deadline of the 19<sup>th</sup> were requested and others are complying. About 80% have been removed from the canal way.

The canals mostly have branches and about 10%-20% of what we originally had has not been removed. Staff held back because the residents are responsible.

Residents were informed if they don't remove them PAID would do so at their expense.

Chairman McAlpin approved a slight extension.

A property on 118<sup>th</sup> Avenue/Sunrise, not along the canal, hasn't been notified and affects the Best Buy rear swale area and I will contact them tomorrow. Keep Jeff informed on status.

With respect to resident Debra Tiedt she owns the center of the canal to the West and they are on her property as noted also by Mr. Fradley.

District Attorney Siniawsky advised the Board that today or as recently today FEMA has agreed to reimbursement for the debris removal on private roads up to 90%. Gated communities are private roadways. Debris can't be mixed and material such as a fence will be remove on regular bulk day.

**Pump Station** All pump station engines have received an oil and oil filter change; Pump station impellers had the gear oil changed; PanTropic Power was called for an RPM gauge conversion (12v to 24v) at a single station (#4) due to incomplete electrical system schematic details on file. Luis to complete others. Should be complete by now.

**Canals:** This Month – 3.81' Previous Month Total – 4.02' Yearly Total – 4.06'

**Rainfall:** This Month – 5.25" Previous Month's Total – 8.5" Yearly Total – 65.44"

**Projects:** Trash racks from station #1 have been removed, pressure washed and painted. Other stations to follow.

**Fleet:** Routine oil changes for fleet; F150 still needs new tires.

**Safety:** Luis Perez complains about a shoulder injury felt during removal of trash racks at station #1; sent to Worker's Comp. medical center (Concentra medical center). Unable to lift over 15 lbs. and no raising of arms over his head.

Mr. Fradley has pumps on wet season setting and will start the dry season on November 15<sup>th</sup> to preserve some water. Before we had one setting for all and didn't always work Hurricane season in the Atlantic begins June 1st and ends November 30th.

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**Old Business –**

District Attorney Siniawsky was asked to bring back the engagement agreement. As of June 1<sup>st</sup>, I am at the law firm of Weiss Serota Helfman Cole and Bierman I brought forward the engagement agreement a standard agreement and has the same terms as I have worked for years for this District. Its \$200.00 per hour for regular cost recovery is billed at \$350.00. There isn't really a change other than the name on the letterhead, so I ask now as you have asked me to bring it back in October that the Board approve the engagement agreement.

District Administrator has reviewed the engagement agreement and except for item advising if the invoice is not paid in 30 days interest is accessed. Mr. Siniawsky replied that we don't and not to worry about it.

Chairman McAlpin's issue is billing the contractors at \$350.00 and are we gauging them or undercharging PAID?

District Attorney Siniawsky responded that if you ask me if we're undercharging the \$200.00 it could be higher and he's not asking for it to be higher. I have been charging cost recovery at \$350.00 for years and it's probably light and could be higher. Developers or somebody coming in and asking for services and the purpose and philosophy of cost recovery is if those making the request such as American Heritage School tonight, Ms. Winkler, and Mr. Gallego, and asking for us to provide services that it's only appropriate that the party making the request to pay for the legal service. The difference in price is that there's a preferential government rate of \$200.00 per hour.

Commissioner Davis asked if any of the \$350.00 goes to PAID and on the non-incident travel why not send Angel?

Mr. Siniawsky replied it goes to the firm. In the instance of Ms. Winkler and Mr. Gallego a deposit of \$2000.00. I bill my time against that and Mr. Fradley bills his time against that amount. Our time is paid out of that cost recovery so no it does not go to PAID. It ultimately goes through a passthrough it comes to my firm for services provided and to David's firm for services provided. Same thing with American Heritage School. Before we started work on it they made a deposit to cost recovery of \$2000.00. We estimated that's what it would take to complete the assignment. So, it's at no cost to PAID. Your statement was that you're providing me with business to make a profit and that's inaccurate. The alternative would be I bill you instead for the work. Would you rather I bill you the \$200.00 or bill the developer or property owner \$350.00. That's what it really comes down to. I can't tell you the last time I traveled but for instance if I needed to go to Tallahassee with the Board's approval a head of time it would be expected that PAID pays for the travel. I don't think I've ever charged for travel. I have never gone on travel. Thank you.

Mr. Fradley's office keeps the accounting for all applications on a ledger and when Angel sends the bills to me for work being done I forward to Mr. Telles' office for payment approval and the money is deducted from the account and includes a 25% to the cost of the bill.

Chairman McAlpin explained that PAID never makes any money on it Jim. Cost recovery is for engineering and legal fee purposes. It's a standard agreement throughout South Florida and operates in the same manner. Only when Jeff works for PAID we are charged \$200.00. PAID can't make a profit. We can only recover some of Telles' and Angel's time. If there is a request for travel Joe reviews it and if someone other than Jeff can do it, he makes that decision prior to the fact. Joe reviews the least expensive basis and he's doing that. Let me answer Jim's question if I may. Jim, I have thought about this many different times if it's right and justifiable and I have a problem with the rates being different from cost recovery and what we do. I think they should be the same and don't believe it cost those in the construction business and there shouldn't be a difference between this. Jeff it's a preferential low rate and I understand that and think we're following the same general practice that the rest of the industry, but I don't think that \$200.00 is unreasonable for an attorney but believe we must continue watching our legal fees when we engage Jeff and it's a win situation. Jeff don't take offense to this and it's not intended if we let our legal team do what they want we will get a lot of charges. It's imperative and incumbent on this Board to manage the work and if we follow that rule it's a win.

Motion by Chairman McAlpin to approve District Attorney Siniawsky's engagement agreement. Motion to approve made by Vice Chairman Szerlip and seconded by Commissioner Varnell. Motion carried unanimously by voice vote.

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Vice Chair Szerlip asked on Rice and Korn violation.

The violation notices on the engineer's agenda one was rescinded and the other in the process of complying. The 8<sup>th</sup> Street residents were given a violation while under construction. I meet with the engineers that sketched the plan and the contractor has been monitoring.

### **New Business –**

District Engineer Fradley noticed a trend in the last couple of years with construction in the Acres and discussed the 50% and 30% rule for properties over ¾ of an acre. Called a national grade. We have received applications where the house, pool, driveway and drain field aren't 50% and the retaining wall/stem wall so the house is low to the wall. If you recall the

lady from 4<sup>th</sup> Street. I went back and looked at her survey her construal land was 8' around. Now we have homes where the water is up against the house. Twice this year they've had water 1' above the wall. The engineer does that because the architect has instructions from the owner and putting a retainer and stem wall around the pool. We look at the grading and then he goes to the City with the rest. If the engineer has a problem with he'll put in the detail for a stem wall sometimes it doesn't make it to the plan, so we required them to submit the structural plan, so I can make sure and they aren't surprised later. We review he final survey and Angel does the final inspection. I don't know whether you want to think about a restriction.

Chairman McAlpin doesn't think the intent was to put a stem wall and build the house so they hold back storm water. People are looking for ways to manipulate the system to get what they need to do. I agree we need to look at that and I'm not in favor of stem walls since it breaches. They will come in here and say our drainage isn't working and we appear to not know what we're doing. That wasn't the intent of our drainage plan when it was improved many years ago.

Simplistic analysis forced developments like Best Buy so residents are not flooded. They have the same storage requirements as single family lots do. To make the storage elevation work they must have a bigger water area because I'm forcing them to have a lot of storage at a lower elevation. When I did my modeling, I had all lots at the 50% rule to match them so that as time goes by people will want to fill. Elevation was generous if they wanted to fill we wouldn't get flooded. Criteria for developments has threshold elevation at five or six. A single-family lot can't meet that because the criteria considers our canals, right of ways, and roads. Sometimes recorded with the plat, but other buyers of the house will not know it. I see the paving and grading and ask for the structural drawings to have the details. I will have some ideas and have on next meeting agenda. Requirements are written in our covenant.

Chairman McAlpin commented that most of the Acres are built out and if we did 50% what's the impact on raising the water level in the Acres? And asked Mr. Fradley to look at that also.

Commissioner Varnell discussed houses with lower elevation such as on 5<sup>th</sup> Street and those with 6' and 7' when the City repaves the City roadways and the Acres is to have the roads repave during that project. Currently in the planning phase at this time with your expertise Mr. Fradley is there a way that instead of scraping and then adding that they could increase the elevation on the roads with a 6' elevation so residents in that location can drive to their houses? Since the flooding that occurred they had to park on Old Hiatus and walk. Is there anything we can do as an organization PAID and Homeowners to put something together to present at a council meeting to the City? Let's involve the roadways at six

Chairman McAlpin discussed with the Deputy Mayor the repaving of the streets. Mayor is willing to work with PAID however; Chairman McAlpin wants to put the City on notice now by sending a letter letting them know we'd like to be involved in the discussions of the planning specifically with elevations lower than seven zero the existing code. I'm not interested in the City repaving the streets when they are not up to code. If we must work with the City we must provide them with asbuilt drawings. The City may not like it, but they can't build something that not to specification. Jeff and David will work on something. When we talk about the priorities next meeting include the wet wells.

Boards preference is to schedule the next meeting for November 30<sup>th</sup> and skip Decembers meeting.

There being no further comments, the meeting was adjourned at 8:45 p.m.

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J. Gary McAlpin, Chairman      Date

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District Secretary      Date

