

PLANTATION ACRES IMPROVEMENT DISTRICT

REGULAR MEETING

February 27th, 2020

Member Present: Louis Flanigan, Chairman

Dr. Edward N. Szerlip, Vice-Chair

Stephen Nieset, Commissioner

Lance Fein Ed.D, Commissioner

Also, Present: David Fradley, District Engineer

District Attorney – Paul Gougelman

Joseph Telles, District Administrator

Angel Alvarez, District Manager

Absent: Jesse Varnell, Commissioner

Chairman Flanigan called the meeting to order at 7:00 p.m. The Pledge of Allegiance to the Flag followed by Commissioner Nieset giving prayer. Roll call indicated the above members were present.

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District Attorney Gougelman :. Swearing in of Lance Fein Ed.D as Commissioner.

PUBLIC COMMENTS: NONE

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MINUTES –

Motion made by Commissioner Fein to approve the regular meeting minutes of January 27th, 2020 and second by Commissioner Nieset to approve the minutes with corrections made. Motion carried unanimously by voice vote.

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DISTRICT ADMINISTRATOR’S REPORT:

District Administrator Telles: Provided an overview on the Consent Agenda and Cash Flow for January 31st, 2020 that has not changed. Overview presented and attachment provided to the Board.

Motion made by Vice Chairman Szerlip to approve the Consent Agenda and Cash Flow for January 31st, 2020, second by Commissioner Nieset as presented. Motion carried unanimously by voice vote

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District Attorney Gougelman : *LEGAL REPORT:*

I have three items tonight. 1) I've been working with Angel and David regarding a potential claim that will probably be filed and I'm putting you on notice. We might see at the next meeting from a lady named Debra Teet. living on NW 5th St. There was work done out there and Angel attempted to work with her to correct any problems that she had and she still has a number of problems so I told her well whatever the problems are you need to get together and estimate to make it right photographs and we'll put it in a future agenda. 2) Is the parcel just North to us. We've not heard or at least we've not

heard anything the residents to the North of us. I've been in contact with their attorney Richard Coker as late as this Monday and said we have not heard anything. Let him know our small group is ready to sit down with their small group and try to work through it. We certainly be happy to keep the lawyers out of it iff we can so that the residents and District can come to some sort of a possible resolution and move forward. His response was that he agreed we should have had some response by now and he had not had a response from his client. He suspected that they hadn't met yet and he would contact them and let them know they need to get a group meeting and get their position together to come work with us. I have nothing to report on that other than that. 3) Last item on the agenda is the legal services agreement. There's a memorandum that discusses this and lays out to you what has been proposed. I'm happy to answer any questions with regard to the legal services agreement.

Chairman Flanigan: Before we get into a question and answer on this legal agreement I would like to have a full Board vote on this. Having said that I don't know whether we can discuss any part of it tonight.

District Attorney Gougelman: It's up to you all.

Chairman Flanigan: I don't know whether it would be legally correct for us to do that due to the fact that we won't be making a decision on it because you asked for a start date of March 1st, 2020 and we can make that date.

District Attorney Gougelman: We have to make it April 1st then. We will carry it over to the next agenda.

Chairman Flanigan: If anyone has any problem with it and wants to discuss it...

Vice Chairman Szerlip: I have a number of things to discuss with our attorney but at this point since we're going to delay for a month I'd like to hold off any discussions.

Chairman Flanigan: Steve anything?

Commissioner Nieset: I'd prefer to have all of us present.

Commissioner Fein: I concur. Is there an existing agreement to compare? Copy?

Chairman Flanigan: We will hold any questions concerning this agreement until our next meeting.

District Attorney Gougelman: Yes there is an existing agreement of sorts it's a letter agreement from what I understand that was signed with your previous attorney and I think it's pointed out in there that the rate is \$200. There isn't a formal agreement.

Memo

To: Chairman and Members of the Board of Commissioners

From: Paul Gougelman, General Counsel

Date: February 17, 2020

Re: Legal Services Agreement

After the last meeting, I discussed with Chairman Flanigan and Mr. Telles the fact that our firm and P.A.I.D. have been operating on the basis of an engagement letter. Usually, I like to have a more complete agreement which sets forth client expectations and attorney responsibilities. I asked the Chairman and Mr. Telles to forward any comments to me, if they had any. Having received no comments, I would like the Board to consider the attached agreement.

Most of the provisions are fairly standard for this type of agreement. There are a few provisions that are important, and I would like to direct your attention to those provisions.

First, Article 3. provides the term of the agreement is until December 31, 2024, with an option that P.A.I.D. will have to extend the agreement until December 31, 2027. Of greater importance to you will be Article 8., which provides that you may terminate this Agreement for any reason at anytime, if you wish. The firm retains the right on 30 days notice to terminate the Agreement, but the firm agrees that it will in accordance with professional rules of ethics give P.A.I.D. a right to find other representation before withdrawing.

Second, Article 4.A. provides the rate of compensation. The current rate of compensation is \$200/hour, and this has been the rate for some period of time prior to my beginning work for the District. That rate when compared with private practitioners in South Florida is extremely low, and I am sure you would not be surprised to find a private attorney charging \$400/ hour or more. However, traditionally, work for government agencies has been charged at a lower rate, but even the \$200/hour rate is well below the norm.

As you know, our firm represents numerous local governments, and I would estimate that the average billing rate is at least \$230/hour, and much more in some cases. I would like to propose that we bring the rate of compensation for P.A.I.D. in line with lower paying governmental entities through a two-step process.

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Commencing on March 1, 2020, the rate would be adjusted to \$225.00 per hour for attorneys, and \$125.00 per hour for paralegals. Commencing on January 1, 2021, the rate would be \$235.00 per hour for attorneys, and \$135.00 per hour for paralegals. Commencing on January 1, 2022, and each January 1st thereafter during the term of this Agreement or any extensions thereof, rates may be increased above the prior year's rate by 3%.

Except as provided in the Agreement, compensation of attorney hours will be for actual time spent providing attorney services to P.A.I.D. Premium rates will not be charged for overtime work.

I will be available to answer any questions at the Board meeting, or you may feel free to call me. My cellphone number is 321-508-7800.

PRG/lw Attachment

pc: Joe Telles, District Administrator

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT FOR LEGAL SERVICES is entered this ____ day of _____, 2020, between Weiss Serota Helfman Cole & Bierman, P.L., a Florida Professional Limited Liability Company (hereinafter: the "CONTRACTOR"), 200 East Broward Blvd. – Suite 1900, Ft. Lauderdale, Florida 33301 and the Plantation Acres Improvement district, a Florida Public Corporation (hereinafter alternatively: the "PAID"), 7632 15th Street East, Sarasota, FL 34243. This Agreement shall bind the parties upon its execution by their representatives and shall become effective upon the date of the last signature.

RECITALS:

WHEREAS, this Agreement is entered into for the purposes of setting forth the duties and responsibilities of the CONTRACTOR and compensation to be paid for performance of said duties; and

WHEREAS, the CONTRACTOR has the expertise necessary to perform the duties and responsibilities outlined in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the parties agree as follows:

ARTICLE 1. ENGAGEMENT OF THE CONTRACTOR. PAID hereby appoints and engages the CONTRACTOR to serve as General Counsel, and the CONTRACTOR agrees to serve as General Counsel and to perform the services set forth below. The CONTRACTOR understands and agrees that all services contracted for are to be performed by the CONTRACTOR or under the CONTRACTOR's direction, and this Agreement may not be assigned without the prior consent of PAID's Governing Board.

The CONTRACTOR shall be bound by the requirements of Section 112.313(2), (4), (5), (6), and (8), Florida Statutes.

ARTICLE 2. SCOPE OF SERVICES.

A. The CONTRACTOR agrees to perform certain professional legal services more particularly as follows:

1. Draft proposed ordinances, resolutions, contracts, and correspondence, as assigned;
2. Review and analyze PAID legal files, data, documents and other materials concerning the above matter and advise on a recommended legal course of action, as assigned;
3. Prepare and file pleadings, motions, or briefs which may be required and represent PAID in any related litigation;
4. Initiate and conduct discovery including depositions on behalf of PAID and represent PAID in discovery initiated by opposing parties for assigned litigation;
5. Represent PAID at trial or on appeal with regard to litigation assigned;
6. Attend and participate in meetings, conference calls, field trips, or the like, and report on the status of the legal matters, as requested by PAID
7. Perform legal research and render legal advice;
8. Review and analyze PAID legal files, data, documents and other materials concerning the matters referenced in this paragraph and advise on a recommended legal course of action;
8. Review and analyze PAID legal files, data, documents and other materials concerning the matters referenced in this paragraph and advise on a recommended legal course of action;
9. Act as an intermediary between PAID and counsel for other governmental agencies or legal entities for litigation or other matters assigned; and
10. Perform other legal services as directed by PAID.

B. Status Reporting.

1. If the CONTRACTOR is representing PAID in litigation, the CONTRACTOR shall provide PAID with quarterly reports regarding the issues involving PAID staff; the judiciary and local officials; statutory interpretation, case law interpretation; unique cases and legal arguments; accomplishments for reporting period, and suggestions. The status report shall be no longer than one to two pages per case and shall only describe significant events or the absence of significant events.

2. The CONTRACTOR will provide immediate notice by e-mail, or telephone regarding significant case developments which will likely result in media inquiries.

C. Attorneys Authorized. It is specifically authorized for Paul R. Gougelman or another attorney in any firm with whom Paul R. Gougelman is affiliated and who is a member, partner, associate, or of counsel, in said firm, as directed and supervised by Paul R. Gougelman to perform work under this Agreement.

ARTICLE 3. TIME OF PERFORMANCE. This Agreement shall begin on March 1, 2020, and shall continue until December 31, 2024, subject always to the existence of annual appropriations to be made at the discretion of PAID's Governing Board.

ARTICLE 4. CONSIDERATION. A. Compensation – Attorney's Fees. Fees shall be compensated as follows:

1. Commencing on March 1, 2020: \$225.00 per hour for attorneys; and \$125.00 per hour for paralegals of the above practice.

2. Commencing on January 1, 2021: \$235.00 per hour for attorneys; and \$135.00 per hour for paralegals of the above practice.

3. Commencing on January 1, 2022, and each January 1st thereafter during the term of this Agreement or any extensions thereof, rates may be increased above the prior year's rate by 3%. Except as provided herein, compensation of attorney hours will be for actual time spent providing attorney services to PAID.

4. Premium rates will not be paid for overtime work.

5. Telephone conversations will be billed as follows. For a telephone call made by the CONTRACTOR but not reaching the person called or leaving a message to call back, no charge shall be made. For a short connected telephone conversation, a minimum charge of .2 hours or two-tenths of an hour time will be made. A short telephone conversation is a telephone conversation wherein the CONTRACTOR is actually connected to the person called or a substitute, which conversation lasts 12 minutes or less. For a long telephone conversation, a minimum charge of .3 hours or three-tenths of an hour time will be made. For telephone conversations lasting in excess of .3 hours or 18 minutes, the call will be charged based

on the actual time spent on the telephone conversation, expressed in tenths of an hour. Travel to meetings or other locations will be billed at straight time. There will be a minimum charge of 1.0 hours for attendance at meetings, except that anytime over one hour will be billed at actual time expended..

B.Costs.

1. Reimbursement by PAID of costs, by the CONTRACTOR, for such items as long distance facsimile transmissions, cost of computerized research, long distance telephone, courier, local facsimile transmissions, routine postage, routine copy work (at not exceed 15 cents per page, or if a higher charge is made to the CONTRACTOR by a third party, then at the actual cost to the CONTRACTOR), travel expenses, printed library materials and routine courier charges (such as FedEx, USPS, and UPS), witness charges, costs of depositions and court filings, and similar costs, will be charged to PAID at the actual rate to the CONTRACTOR and passed thru to PAID. Office overhead, word processing, clerical or secretarial services for the CONTRACTOR will not be charged to PAID.

2. Non-routine office overhead expenses such as exhibits, transcripts, bulk mailings, bulk third party copying, blueprints, x-rays, bulk courier expenses, photographs, and witness fees, must be justified to PAID. In-house bulk mailings and bulk copying expenses must be supported by usage logs or similar documentation. PAID shall reimburse these costs ONLY upon documented third party vendor charges and receipts or CONTRACTOR office documentation. PAID shall not pay for firm surcharges added to third party vendor charges.

3. Exceptional non-routine office expenses (in excess of \$1,000) must be expressly approved in writing by PAID before being incurred.

C. Billing Format.

1. Billable for services performed shall be on not less than a monthly basis. Billable hours shall be measured in one-tenth hour increments. For example, attendance at a PAID Governing Board meeting lasting 66 minutes shall be recorded on billings to PAID as 1.1 hours. All time exceeding any one-tenth hour increment shall be rounded up to the next highest one-tenth hour increment. For example, a telephone call lasting 14 minutes would be rounded up to .3 hours, and the billings to PAID would depict the telephone call as being billed for .3 hours. Except as otherwise provided herein, compensation of attorney hours will be for actual time spent providing services to PAID.

2. Each statement for fees and costs shall be submitted in one copy, after the services have been rendered, in a format that includes, at a minimum, the following information: a. Case name and number, if applicable, or other legal matter reference; b. Inclusive dates of the month covered by the invoice;

a. Case name and number, if applicable, or other legal

matter reference;

b. Inclusive dates of the month covered by the invoice;

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c. Itemization of the date; hours billed (if hourly); a concise, meaningful description of the service rendered, with sufficient detail to enable PAID to evaluate the services rendered and costs; the person(s) who performed the services for each day during which the CONTRACTOR performed work; their hourly rate (if hourly) as specified above. d. A listing of all invoiced costs to be reimbursed. Invoiced costs should be accompanied by copies of actual receipts.

D. Travel. In addition to the above compensation for fees and costs, justified and reasonable travel expenses which are directly and exclusively related to the professional services rendered under this contract will be reimbursed in accordance with PAID's applicable travel reimbursement policy. Pursuant to PAID's adopted travel reimbursement policy and Section 112.061, Florida Statutes, attorneys of the CONTRACTOR's firm are designated as authorized travelers during the life of this Agreement. For the purpose of computing travel expenses, the CONTRACTOR's place of business shall be that listed in the preamble to this Agreement and all travel expenses shall be computed on that basis.

E. Sales Tax. PAID is exempted from payment of Florida state sales and use taxes and Federal Excise tax. The CONTRACTOR, however, shall not be exempted from paying Florida state sales and use taxes to the appropriate governmental agencies or for payment by the CONTRACTOR to suppliers for taxes on materials used to fulfill its contractual obligations with PAID. The CONTRACTOR shall not use PAID's exemption number in securing such materials. The CONTRACTOR shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement. Said sales and use or excise taxes may be submitted for reimbursement to PAID.

F. The CONTRACTOR shall not pledge PAID's credit or make PAID a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness without the express written approval of PAID..

B. Because the terms of this Agreement extend beyond the current fiscal year, PAID's performance and obligation to pay for future fiscal years under this contract is contingent upon an annual appropriation by PAID's Governing Board. The CONTRACTOR's work hereunder is contingent upon that annual appropriation.

ARTICLE 5. DOCUMENTATION.

A. The CONTRACTOR shall submit written invoices no less often than monthly. All invoices shall be submitted to PAID's District Administrator at the offices of PAID as set forth in the preamble to this Agreement, at the District Administrator's office, or as otherwise directed by PAID.

B. The CONTRACTOR shall maintain a file(s), available for inspection by PAID, containing documentation of costs and fees incurred in connection with this Agreement. The file(s) shall be maintained for a period of at least five (5) years after the cost or fee is incurred by the CONTRACTOR, unless otherwise notified in writing by PAID specifying the document to be maintained.

ARTICLE 6. PUBLIC RECORDS.

A. The CONTRACTOR shall comply with all applicable public records laws, including but not limited to Chapter 119, Florida Statutes, specifically to: (1) Keep and maintain public records that ordinarily and necessarily would be required by the CONTRACTOR in order to perform the service; (2) Comply specifically with the provisions of Section 119.0701, Florida Statutes; and (3) Meet all requirements for retaining public records and transfer, at no cost, to the CONTRACTOR all public records in possession of the CONTRACTOR upon termination of the contract and to destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of PAID.

B. Anything, by whatsoever designation it may be known, that is produced by or developed in connection with this Agreement shall remain the exclusive property of PAID and may not be copyrighted, patented, or otherwise restricted as provided by Florida Statutes. Neither the CONTRACTOR, nor any other individual employed under this Agreement, shall have any proprietary interest in any product(s) delivered under this Agreement. The reasonable cost of preparing and photocopying the documents for PAID may be charged for said services.

C. Upon request from PAID's custodian of public records and except as otherwise provided herein, the CONTRACTOR shall provide PAID with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the charge provided by Chapter 119, Florida Statutes, as amended from time to time, or as otherwise provided by law.

D. Any final compensation due to the CONTRACTOR may be withheld until all records are received as provided herein. The CONTRACTOR's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by PAID.

E. Section 119.0701(2)(a), Florida Statutes, Disclosure.

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 CUSTODIAN OF PUBLIC RECORDS. Custodian of Records: Joe Telles, District Administrator Mailing address: 12773 West Forest Hill Blvd. #105, Wellington, FL 33414 Telephone number: (561) 784-0100 Email: Jtelles@telles-accounting.com

The name of the Custodian of Records, telephone number, or addresses, set forth in this Agreement may be unilaterally changed from time to time by giving notice to the other party to this Agreement.

F. Disclosure of Public Records.

1. The term "public record" as used in this contract shall include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by PAID. Although the foregoing items related to PAID as generated by or at the direction of the CONTRACTOR are "public records," a public record prepared by the CONTRACTOR or prepared at the CONTRACTOR attorney's express direction, which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or at the direction of PAID General Counsel in anticipation of threatened or pending litigation and which was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings, or which was prepared in anticipation of imminent civil or criminal litigation or imminent adversarial administrative proceedings, is exempt from disclosure under the Chapter 119, Florida Statutes and s. 24(a), Art. I of the State Constitution until the conclusion of the litigation or adversarial administrative proceedings. This exemption is not waived by the release of such public record to another public employee or officer of PAID or any person consulted by the CONTRACTOR attorney. Without the permission of PAID Governing Board or PAID District Administrator, public records subject to the foregoing

exemption shall not be released, except to the PAID Governing Board, PAID District Administrator, or to PAID staff.

2. No PAID public record that is confidential under Florida or Federal law shall be released to other than PAID without the approval of PAID District Administrator or the PAID Governing Board. No PAID public record that is exempt from the public records law, Chapter 119, Florida Statutes, shall be released to other than PAID without the approval of the PAID District Administrator or the PAID Governing Board. When the CONTRACTOR seeks to withhold from the public any PAID public record, the CONTRACTOR shall immediately contact the PAID District Administrator and seek a determination whether to release the record or not to a party requesting the same. PAID shall be responsible for all costs, attorney's fees, compensation, and expenses related to the CONTRACTOR's withholding of any public record from release to anyone.

3. When asserting the right to withhold a public record pursuant to this paragraph, the CONTRACTOR shall identify the parties, if any, to any such potential or actual criminal or civil litigation or adversarial administrative proceedings on the face of the public record with a conspicuous warning that the public record is not to be released to other than PAID. ARTICLE 7. AUDIT RIGHTS. PAID reserves the right to audit the records of the CONTRACTOR related to this Agreement at any time during the prosecution of the work included herein and for a period of five (5) years after final payment is made for work performed pursuant to this Agreement. The CONTRACTOR agrees to provide copies of records in existence which are necessary to substantiate payment requests to PAID as may be requested by PAID solely at the cost of reproduction.

ARTICLE 8. TERMINATION OF AGREEMENT.

A. In the event this Agreement is terminated for convenience or cause, all finished or unfinished documents, data, studies, correspondence, reports and other products prepared by or for the CONTRACTOR under this Agreement shall be made available to and for the use of PAID.

B. PAID may terminate this Agreement for any reason, or for its convenience, (without cause) by giving written notice to the CONTRACTOR, including the effective date of termination. The CONTRACTOR may terminate this Agreement for any reason or for its convenience (without cause) by giving thirty (30) days written notice to PAID, including the effective date of termination; provided, however, that in terminating this Agreement, the CONTRACTOR shall honor the provisions of Rule 41.16, of the Code of Professional Conduct of the Florida Bar.

ARTICLE 9. AMENDMENTS. Either party may, from time to time request changes under this Agreement. Such changes which are mutually agreed upon shall be incorporated in written amendments to this Agreement.

ARTICLE 10. AGREEMENT AS INCLUDING ENTIRE AGREEMENT. This instrument, including any attachments, embodies the entire Agreement of the parties. There are no other provisions, terms conditions, or obligations. This Agreement supersedes all previous oral or written communications, representations or agreements on this subject.

ARTICLE 11. INDEPENDENT CONTRACTOR. The CONTRACTOR is an independent contractor consistent with the Code of Professional Responsibility, and is not an employee of PAID. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between PAID and the CONTRACTOR, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

ARTICLE 12. ADMINISTRATION OF AGREEMENT.

A. Contract administration shall be conducted from time to time for the CONTRACTOR by Paul R. Gougelman. Contract administration shall be conducted from time to time for PAID by the District Administrator. All written and verbal approvals referenced in this Agreement (unless specified as being required to be obtained from the PAID) must be obtained from the parties' contract administrators or their designees. From time to time either party may notify the other, making a unilateral change in the person named by said party as the contract administrator for said party. This contract shall be governed by and construed under the laws of the State of Florida.

B. The CONTRACTOR may refer work under this contract to attorneys in the CONTRACTOR's law firm. Work may be referred to counsel outside of the CONTRACTOR's law firm for limited or specialized tasks with the concurrence of PAID's Governing Board Chairman or PAID's District Administrator; provided, that in no event shall the rate of compensation exceed the rate of compensation provided for pursuant to this agreement, except with the approval of PAID's Governing Board. No attorney of the CONTRACTOR's law firm may appear before PAID's Governing Board or in any proceeding opposite PAID without the written approval of the PAID Governing Board.

C. The names of the Contract Administrators or addresses set forth in this Agreement may be unilaterally changed from time to time by giving notice to the other party to this Agreement. D. The CONTRACTOR understands and agrees that this agreement is non-exclusive, and that PAID reserves the right to use the services of other law firms or agencies. IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the date set forth below.

PAID:
PLANTATION ACRES IMPROVEMENT DISTRICT, a Florida
Public Corporation

By: Louis Flanigan, Chairman

ATTEST: _____,
Agency Clerk

(SEAL)

CONTRACTOR:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L., a Florida
Professional Limited Liability Company

By: Joe Serota, authorized Partner

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ENGINEER'S REPORT

A. CONSENT ITEMS:

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.

District Attorney Gougelman: Sworn in and under oath.

District Engineering Fradley: Gave overview on plating and gave update on discussion items.

Chairman Flanigan: Motion made by Vice Chairman Szerlip to approve quasi-judicial item B1, Bubba's Parcel and second by Commissioner Nieset. Motion carried unanimously by voice vote.

Chairman Flanigan: Motion made by Commissioner Nieset to approve quasi-judicial item B2, J & M Parcel and second by Vice Chariman Szerlip. Motion carried unanimously by voice vote.

District Engineer Fradley: Complaint Paul referred to earlier is from the 5th street job we had with trees; what happened is she has an old paved driveway, and when we put the catch basin in the contractor messed up the edge; he repaired it

however what she really wants is a new driveway. We asked to give us a claim and she's going to work on that. In the past if it gets big we turn it over the the insurance company.

Vice Chairman Szerlip: Do we have an insurance policy or is that from the contractor?

District Engineer Fradley: Contractor has been released.

District Manager Alvarez: This claim was made to the Board already. Miguel Lopez the contractor death with it and official closed the claim; this claim is from the past year and she is once again trying to pursue it.

District Administrator Telles: We have an insurance policy however it depends on what the claim is. What is going to be her claim whether or not the insurance covers it.

District Engineer Fradley: Discussion Items continued.

Chairman Flanigan: On your water levels David, I know 5th St. is a constant problem. What do you have to pump down to so that we drain 5th St.?

District Engineer Fradley: Their swales are exactly at 5...(gave new datum information and history of the Acres)...when I drop below a 5 their drained; they also have the advantage being right next to the pump. Keep in mind when we get a big one our pumps shut off; they run hit level and shut off; they actually drain well in a big storm.They are in the best location. We now have the ability to drain them quickly.

- B1. Bubba's Parcel (S2001.01)..... Site Data Record
- B2. J&M Parcel (S2001.02)..... Site Data Record

C. BOARD ACTION ITEMS **None**

D. DISCUSSION ITEMS:

- D1. Pump Stations Improvements (D1707.01)..... Status
- D2. Engineer's Annual Report for 2019 (D2001.02)..... Report
- D3. Property N. of Headquarters Bldg E200 FT of Tract 25 (D1811.01) Discussion

District Engineer Fradley: Received call from the chief building official Dan Holms/Director of Planning and Zoning and Gayle E. /Senior Designer ; met with them February 4th; let them know what and why we were doing the fence; made a mistake by telling them; we need to obtain a permit however; since we don't own the property we can get one; then hitting us with a Notice of Violation from the Building and Zoning. There was a hearing and I let them know Redlands is long gone. Let them know the Board meets once a month and the hearing was postponed. If we apply for the permit after the fact they will likely not approve it. They are digging in. told them know we will stop. A fine will complicate future ownership; we might consider taking it down.

Chairman Flanigan: Am I to understand that the fence around it is illegal? Do you know what our official position is since it's going to come around again at some point?

District Engineer Fradley: We can 1) apply for the permit and leave it the way it is or 2) tld the building official that we lay claim and took ownership and are going through the process and I will give them a survey that includes the parcel and Lou signs it.

Commissioner Fein: We aren't the only entity that has gone through adverse possession so someone has had to have done this and put a substantial fence since required and there has to be some process allowed even if not the owner of said property in order to take possession.I thought we need to keep the fence up to

District Engineer Fradley: Our fence serves its purpose.

District Attorney Gougelman: Taking the fence down doesn't necessarily and depends where we go from here and I think that's contingent on what situation is going to play out with the residents. I think you will continue to have problems with the City of Plantation unless the residents are happy. Joe and I talked after the last meeting that there is an alternative process to obtaining title to that property which I'm somewhat familiar with and Joe learned from speaking with the property appraiser's office and one of the ladies Alice there whose high in the bureaucracy indicated that you can possibly get title in tow years. The answer to that is the process would involve tax certificates being issued and then before anyone can take title to it they put it up to bid and anyone can bid on it at that point. My take on it is that I'm not sure the residents will come to the table so far I've not seen much movement. The flip side of that is if you go ahead and apply for a permit and try and put a fence up I guarantee they will see that as an adverse movement on our part.

Vice Chairman Szerlip: Dave you made reference to it early in the discussion that some of their stuff is on the property.

District Engineer Fradley: Not on our property. We either take the fence down and apply for a permit. I think the City thought it was there property and gave them a permit. Maybe they didn't know it wasn't theirs. They ask for the right of way permit and was issued in error.

District Attorney Gougelman: I think this is less legal and more policy or good sense. I think we should consider giving the residents another month or so they can get it together and/or respond perhaps sending them a letter to do so but I think that if you go ahead and try to get a fence permit soon they will 1) interpret that as some sort of a slap on the face by a governmental entity 2) I don't count on any support from the City and its no slight on the City of Plantation just having seen other local governments, elected officials and those hire up in local government beauracacy and not to say you all aren't voters because you certainly are in the City of Plantaiton. I think the homeowners will go down there and raise a ruckus to cause as much trouble as they can and go on about how devious we are as we slap them in the face.

Vice Chairman Szerlip: I agree with you let's go another month or lets get out of it altogether we don't need it.

District Engineer Fradley: Our fence will not give us all of the land only partial. I have to tell Danny the building official what you want to do. I sent my crew and my survey shows the fence addition. The fence will not give us all of the land. If we get a violation we ignore it...it's not our property...

District Attorney Gougelman: If that is the direction you want to do I recommend you send them the residents a nicely worded letter saying...

Commissioner Fein: Aren't we better off having some tentative negotiation with them prior to applying for permits in order for the City to decide? With the same idea of what we are doing with the land and they'll get something out of it as well.

District Attorney Gougelman: That was our proposal durning the last meeting that we we going to have two from our group and maybe two from their group to sit down and try to work out something as a win win for everybody.

District Engineer Fradley: They didn't show. So, if I hear you right fence stays, I will call the building officials and let them know since no one showed we will give them another month.

District Attorney Gougelman: Do you all want me to call the City attorney? I can discuss the issue with him and to point out what we're trying to do and one of the problems we're having is that the City to date is insistent that we must be the property owner and we're trying to exercise a State statutory process. Only to put him on notice because at some point I suspect he is going to get drag into this thing. Don't know who the magistrate is.

Chairman Flanigan: Do you think the City attorney knows what we are trying to do here?

District Attorney Gougelman: He's (Cary Eswall) not in-house he's with a private law firm. He's definitely experienced in local government law and very capable. He's like I am and not salaried and does whatever is assigned to him. They have rescheduled the Code Enforcement hearing for...a motion wouldn't hurt.

District Engineer Fradley: We can send Angel down as good faith. I have to follow up with that.. I'm only asking for permission.

Motion made by Vice Chairman Szerlip for District Engineer Fradley to represent the Board at the magistrate hearing and depending on the outcome to go ahead with a fence permit second by Commissioner Nieset as presented. Motion carried unanimously by voice vote.

District Engineer Fradley: I want to introduce my partner Werner Vaughan 36 years. Werner will be coming to the monthly meeting. I will be coming once in a while if big problems arise. Joi will be taking over after 10 years. That's it for me.

D4. Permit Activity (D9408.02 & D9408.03) Summary
B1. Bubba's Parcel (S2001.01)..... Site Data Record

**ENGINEER'S STAFF REPORT
FOR February 27, 2020 MEETING
AGENDA ITEM No.: B1**

Action Required: Board Approval (Quasi-Judicial)

Item Description: Bubba's Parcel
Site Data Record

P.A.I.D. Number: S2001.01

Attachments: Site Data Record Application Information

Summary: This application meets the criteria of the District, including the dedication of the required drainage easements, canal maintenance easement, canal right-of-way, and restrictive covenant for drainage purposes. Approval of this item shall constitute the following:

- 1) Approval of the Site Data Record document;
- 2) Acceptance of the right-of-way, easements, and covenant provided to PAID;
- 3) Ratification of any right-of-way, easement, and/or covenant previously recorded;
- 4) Approval for the recordation of any right-of-way, easement, and/or covenant executed and delivered but not recorded.

Recommendation: APPROVE

Comments: The Chairman may sign the original after Board approval and after the owner and surveyor have signed the original. Prepared by: CJF Date: 2/19/20

B2. J&M Parcel (S2001.02)..... Site Data Record

**ENGINEER'S STAFF REPORT
FOR February 27, 2020 MEETING
AGENDA ITEM No.: B2**

Action Required: Board Approval (Quasi-Judicial)

Item Description: J&M Parcel
Site Data Record
P.A.I.D. Number: S2001.02

Attachments: Site Data Record Application Information

Summary: This application meets the criteria of the District, including the dedication of the required drainage easements, canal maintenance easement, canal right-of-way, and restrictive covenant for drainage purposes. Approval of this item shall constitute the following:

- 1) Approval of the Site Data Record document;
- 2) Acceptance of the right-of-way, easements, and covenant provided to PAID;
- 3) Ratification of any right-of-way, easement, and/or covenant previously recorded;
- 4) Approval for the recordation of any right-of-way, easement, and/or covenant executed and delivered but not recorded.

Recommendation: APPROVE

Comments: The Chairman may sign the original after Board approval and after the owner and surveyor have signed the original.

Prepared by: CJF Date: 2/19/20

C. BOARD ACTION ITEMS: None

D. DISCUSSION ITEMS

**ENGINEER'S STAFF REPORT
FOR February 27, 2020 MEETING
AGENDA ITEM No.: D1**

Action Required: Discussion

Item Description: Pump Stations Improvements Status

P.A.I.D. Number: D1707.01

Attachments: None

Summary: The SFWMD Right-of-Way Department continues with the processing the application. Bid Documents were posted on DemandStar on January 30, 2020 and an ad was published in the SunSentinel on February 3rd and February 10th. There have been 43 downloads of the bid documents and one formal request for additional information. The bid opening will be held on Tuesday, March 17th, at 3:00 pm in our office.

Prepared by: DAF Date: 2/20/2020

**ENGINEER'S STAFF REPORT
FOR February 27, 2020 MEETING
AGENDA ITEM No.: D2**

Action Required: Discussion

Item Description: Engineer's Annual Report for 2019 Report P.A.I.D. Number: D2001.02

Attachments: 2019 Annual Report

Summary: See attached.

**ENGINEER'S ANNUAL REPORT FOR 2019
PLANTATION ACRES IMPROVEMENT DISTRICT
City of Plantation, Broward County, Florida
FOR PLANTATION ACRES IMPROVEMENT DISTRICT
1701 NW 112th AVENUE PLANTATION, FLORIDA 33323
February 27, 2020
Project Number D2001.02**

ENGINEER'S ANNUAL REPORT FOR 2019 PLANTATION ACRES IMPROVEMENT DISTRICT

1 OVERVIEW – Copy that include diaphragms provided to Board of Commissioners

During 2019, the District's involvement with the residents and development community continued with the review of all building permits, drainage reservation releases, site data records, plats, and development plans.

The District's field staff performed standard maintenance of drainage and canals. They also prepared for Hurricane Dorian. Additionally, a significant amount of their time and effort went toward the Neighborhood Drainage Project, PAS - Mains PB, PC & PE and 5th Street Connection.

The storm drainage component of the Neighborhood Drainage Project was successfully completed by the contractor on budget by August.

Plans for the pump stations improvements were prepared and submitted for approval by PAID and regulatory agencies. Bid documents were started and bids are expected at the end of the first quarter in 2020.

The District Map and Facilities Map were updated, and work started on a complete graphical and tabular inventory of the drainage elements within the District.

The total rainfall for the year was approximately 63 inches, which is above the 30-year County average of 57.7 inches per year and approximately 10 inches more than 2018. December was an unusually wet month with over 10 inches of rain. The County average for December is 2 inches. The average water elevation for 2019 was 4.20 feet.

2 REGULATORY REVIEW

2.1 Building Permits and Related Items

The review for building permits included reviewing the building plans, reviewing the final survey for approval of the Certificates of Occupancy, preparing encroachment agreements, and submitting unique building permit requests to the Board. The building permits issued were down by 28.8% from 2018, averaging 11 per month. Certificates of Occupancy for new homes were up by 13.3% from 2018, averaging one per month.

The monthly summary of building permit review is as follows:

Table 1 - Building Permits

2.2 Code Violations

There was one Notice of Violation issued this year, which was resolved.

2.3 Reservation Releases and Easement Vacations

Reservation Releases are granted when all easements on the subject property have been dedicated. If easements are not dedicated, the request for a release of reservation is denied. This year there were no requests for release of reservations.

2.4 Site Data Records

Site Data Records are prepared for single lots less than five acres that have been previously subdivided by deed and sold without being platted. There were two Site Data Records submitted this year. Both were approved.

2.5 Plats

There was one new plat submitted to the Board this year, as follows:

Persaud Acres
Replat of one residential lot to three residential lots
1300 NW 124th Avenue Street
Approved

Table 2 - Plats

NAME	DESCRIPTION	LOCATION	STATUS	VPE Estates	Installation of paving and drainage system associated with the development of 2 lots 11701 & 11781	N.W. 16th Court	Approved

Table 3 - Asbuilts

2.5 Plats

There was one new plat submitted to the Board this year, as follows:

2.6 Paving and Drainage Plans

Permits are issued after Board approval is granted and security requirements are met. One paving and drainage plan was submitted to the Board this year, for the City's Roadway Resurfacing Project.

2.7 Permit Status

A permit for construction is issued after a plan is approved and all conditions and security requirements have been met. The permit generally expires one year from the date it is issued. Board approval expires six months from issuance if a permit has not been granted.

There were no new active permits this year.

2.8 Asbuilts

VPE Estates Installation of paving and drainage system associated with the development of 2 lots
11701 & 11781 N.W. 16th Court
Approved

Table 3 – Asbuilts

3 DISTRICT PROJECTS

3.1 Waterways and Neighborhood Drainage System

The primary focus and effort of the staff was directed toward the Neighborhood Drainage Project, PAS - Mains PB, PC & PE and 5th Street Connection. The following projects were also completed:

1. Routine canal maintenance.

2. Continued facilities mapping and inventorying.
3. Hurricane preparedness, routine and for Hurricane Dorian.
4. Canal bank and access road maintenance.
5. Swale restoration on NW 2nd Street.
6. Restored inlet grate near 845 NW 116th Terrace.
7. Restoration of two damaged catch basins near 11461 NW 24th Street.

The mapping of the District drainage continued by Staff and District Engineer.

3.2 Pump Stations

3.2.1 Pump Station Renovation Project

The renovation of the Pump Stations was approved in 2017. The storms in 2017 damaged some stations. The pump internal weir plates were replaced in Stations 2, 5, and 6 in 2018, and new ON-OFF settings were adopted. The trash racks for all station were replaced in 2018. In 2019, the District's budget was adjusted to include pump station upgrades, and plans were started.

The pump upgrades will include removal of the existing box pump and all framework; removal of the outfall culvert and endwall; installation of a cast-in-place pipe liner in the existing intake culvert; reconditioning of existing wet well and placement of supports; installation of epoxy liner in the existing wet well; installation of new vertical lift axial pump; installation of new outfall culvert, endwall, and flap-gate; realignment of existing motor and pulleys; and replacement of exhaust system, including silencer and insulation. The elevations of the existing and new pump station work taken from the construction plans are shown below.

The plans were completed and approved by the Board in December, 2019. The plans have been submitted to the South Florida Water Management District and the

The project consists of six phases, with each station being a phase. One station is anticipated to be completed in 2020, two stations in 2021, and the remaining three stations in 2022.

3.2.2 Pump Station Improvement by District Staff

Separate from the Pump Station Renovation Project is maintenance and repair work required to the existing stations for normal operation. This work is done by the District's Staff with occasional assistance from private contractors. The work performed by staff on the pump stations is as follows:

1. New batteries were installed in Stations 4 and 6.
2. Belts were replaced in Stations 1, 2, and 3. Station 3 had several belt failures due to misalignment of the pulleys and tensioner. This issue was corrected with the assistance of Pat Owens.
3. The cylinder head on the motor in Station 6 was reconditioned.
4. An electrical issue was resolved at Station 2.
5. All pump station motors received normal maintenance.

3.3 Neighborhood Drainage Improvements

3.3.1 Neighborhood Drainage by District Staff

The staff successfully completed the clearing, fence removal, temporary fence installation, fence replacement, and re-sodding of the work on the Neighborhood Drainage Improvements Project in August.

3.3.2 PAS - Mains PB, PC & PE and 5th Street Connection

The project was successfully constructed by Miguel Lopez Jr, Inc. by August for the contract price of \$453,271.00. There were no cost change orders. There were, however, time extensions as the project took nearly twice as long to complete as expected.

The location of the project is shown below:

3.4 Headquarter's Property Expansion in Tract 55

The property north of the District's building covered by the Rights of Reservation granted by the South Florida Water Management District has been surveyed. Signs and security fencing were installed along the east and north side of the property in November. Some clearing and tree removal began by year's end to gain access to the property. Some excess fill material was spread.

3.5 District Maps

The District Map was updated with the lots and easements as dedicated during 2019 and the Facilities Map was updated with the latest canal and culvert data from this year's improvements.

Reduced copies of the maps are included in this report. Full size copies are available.

Table 4 - VTS Pump Activity Report for 2019

Table 5 - Recorded Service Hours from Meter Readings for 2019

4 PUMP DATA

The pump activity recorded by the VTS software between 01/01/19 and 12/31/19 is as follows:

The total service hours recorded by staff between 12/31/18 and 12/31/19 are as follows:

Table 5 - Recorded Service Hours from Meter Readings for 2019

4 PUMP DATA

The pump activity recorded by the VTS software between 01/01/19 and 12/31/19 is as follows:

The total service hours recorded by staff between 12/31/18 and 12/31/19 are as follows:

The fuel usage for each pump, their refill dates and general data are as follows:

Table 6 - 2019 Fuel Refill Amounts in Gallons

The total amount of fuel used in 2019 was 13,615 gallons, a 56% increase over the fuel use in 2018. A comparison to previous years is shown below.

5 RAINFALL DATA

Rainfall data is generally collected from three sources: the South Florida Water Management District (SFWMD), the Old Plantation Water Control District (OPWCD), and PAID.

There are two SFWMD Stations that provide data. They are:

1. The SFWMD S-125, located at the north end of the C-42 Canal at the intersection with the C13 Canal, and
2. The SFWMD S-124, located on the west side of Markham Park and the North New River Canal.

The data from OPWCD is taken from the analog record of rainfall at the OPWCD Headquarters at 8800 North New River Canal Road, Plantation, Florida. A map of the rainfall stations is shown below.

Figure 6 - Rain Stations Map

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The data from OPWCD is taken from the analog record of rainfall at the OPWCD Headquarters at 8800 North New River Canal Road, Plantation, Florida. A map of the rainfall stations is shown below.

In addition to the annual recorded local rainfall, the published Broward County Average rainfall is provided (<https://www.sfwmd.gov/weather-radar/rainfall-historical/normal>). The monthly totals for rainfall for the active stations and a bar graph of the average monthly rainfall amounts are shown on the following table and graph.

Table 8 - Local Monthly Rainfall
Copies provided to Board of Commissioners

6 WATER LEVELS

Water levels are recorded continuously at each pump station. The weighted average stage for the District was 4.20 feet. The highest stage of 5.18 feet was registered at Station 5 on February 2 at 5 PM. The highest weighted average stage of 4.27 feet was registered at Station 4. The minimum stage of 1.3 was recorded at Station 1 on January 13 at 4 AM. The lowest average stage was 4.13 at Station 5. All elevations are based on National Geodetic Vertical Datum, 1929 (NGVD-29).

The following chart was generated by the District's VTS software.

Figure 8 - 2019 Water Levels and Pump Status from VTS

Figure 9 - 2019 Average Water Level

6 WATER LEVELS

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The following chart was generated by the District's VTS software.

The following plot is based on the tabular data produced by the VTS software:

7 STORMS

There was one hurricane and one significant storm in the District.

Hurricane Dorian was forecasted to come near PAID in early September. Preparations were made but there was minimal impact. Approximately 3.5 inches of rain fell over the three days preceding the storm. The maximum average water level in the District remained below 4.0 feet NGVD during the storm.

On December 12, an unusually late (in the year) storm event produced 6.5 inches over two days. This storm contributed to an unusually wet December with a total rainfall amount of 10.5 inches recorded in PAID. The other local rain stations recorded no more than 6.7 inches for December.

ENGINEER'S STAFF REPORT
FOR February 27, 2020 MEETING
AGENDA ITEM No.: D3

Action Required: Discussion

Item Description: E 200' Tract 55 - Acquisition of Rights Status

P.A.I.D. Number: D1811.01

Attachments: Meeting Minutes 2020-02-03

Summary: This item is on the agenda to provide an opportunity for discussion. Attached is a copy of the minutes of a meeting with the District's engineer and the City's Planning and Zoning Director and Senior Planner. Also, there has been a phone conversation between the engineer and the City's Chief Building Official regarding the Notice of Violation regarding the fence.

Prepared by: DAF Date: 2/20/2020

MEETING MINUTES

DATE: February 3, 2020

RE: Fencing & Clearing

PROJECT: E 200 feet of Tract 55

PROJECT NO: D1811.01

FROM: David A. Fradley, PE, PSM

ATTENDEES: David A. Fradley, Dan Holmes, Gayle Easterling

COPIES: Lou Flanigan, Joseph Telles, Paul Gougelman

I attended a meeting at the City of Plantation (COP). The following was discussed: 1. The meeting was called by Dan Holmes, Director of Planning, Zoning, & Economic Development of the COP, also in attendance was Gayle Easterling, Senior Planner for the COP. The focus of the meeting was the activity on the property north of and contiguous to the PAID HQ, specifically, the west 109.66' of the west 200' of Tract 55, Section 25-49-40, less the north 25', thereof (referred to hereinafter as the "Parcel"). 2. In response to Mr. Holmes's inquiry as to what PAID's interest and intentions are regarding the Parcel, I explained that PAID has acquired the Rights in Reservation (RR) from the SFWMD and is pursuing ownership through a claim of "Adverse Possession". I then continued to explain the general history of RR and the specific history of the Parcel. 3. In response to Mr. Holmes's inquiry regarding the fence, clearing, and other activity on the Parcel, I explained that the fence was constructed to secure the Parcel (note: Not mentioned was that the need for a fence to secure the property was recognized by a vote of the Board of Supervisors) and to meet a statutory condition specified by the District's counsel for the Adverse Possession claim. The clearing was done to accommodate the fence construction. Fill, that was generated from the previous drainage project, was spread over the cleared area. 4. In response to the inquiries from Mr. Holmes and Ms. Easterling regarding the need and status of permits on these activities, I explained the nature of PAID's Charter and the sovereignty over certain activities. I further explained the long held opinion of PAID that they are governed by the State, as defined by Statute, and only require local approval from the Chief Building Official (CBO) for activity covered in the Florida Building Code (FBC), because the City's CBO is the local recognized authority on the FBC for the State. Some discussion followed. 5. I showed Mr. Holmes the survey and RR

deed and read the rights conveyed in the deed. I emphasized that the PAID that holds the rights as described, no more, no less, but as part of the Adverse Possession, PAID claims ownership, as well. 6. Following inquiries from Mr. Holmes and Ms. Easterling regarding PAID's plans for the Parcel, I explained that there are no specific plans at this time but could envision the site being used for storage of fill material, drainage material, perhaps associated with a future project (none are currently planned), and storage of equipment. Ms. Easterling expressed a concern over the potential traffic impact created by trucks moving fill onto or from the site. 7. I advised that the fence construction has been voluntarily suspended and the temporary orange fencing has been removed. I further explained that a meeting was planned with a representative of the neighbors, but it was cancelled by the neighbors. PAID is waiting for contact from the neighbors. 8. After some discussion, Mr. Holmes indicated that their position will be to monitor, not interfere, with PAID and the residents' discussion. MEETING MINUTES.docx

ENGINEER'S STAFF REPORT
FOR February 27, 2020
MEETING AGENDA ITEM No.: D4

Action Required: Discussion

Item Description: Permit Activity Summary P.A.I.D. Number: D9408.02 & D9408.03

Attachments: None

District Engineer Fradley:

* * * * *

District Manager's Report

Last Month's Follow up:

Name plate and business cards ordered and received for Commissioner Lance Fein.

All work has ceased at the lot North of office, as requested by residents and instructed by board.

Pump Stations

Pump station #2 is undergoing cylinder head guide reconditioning (machine shop) and gasket replacements (Luis). Pump station #4 is next.

Canals

This Month = 4.23'

Previous Month = 4.22'

Year to Date = 4.23'

Rainfall

This Month = 2"

Previous Month total = .83"

Year to date = 2.83"

Projects

Canal Bank clearing and maintenance.

Fleet

2010 F-150 – Routine oil change.

Mileage = 133,999

2016 F-250 – Vehicle needed major electrical communications system work (\$1,730.42) and 4x4 work (\$78.40).

Mileage = 41,068

2018 F-150 – Mileage = 30,709

Safety

No incidents to report.

New

The office A/C unit is in need of replacement (as old as bldg.).

Our canal spraying company has changed ownership/name from “Aquatic Systems” to “Solitude lake management”.

District Administrator Telles: Received four replacement estimates 1) Trane/\$6,520.00 2) Rudd (\$5,840.00 3) Carrier (\$5,900.00 and 4) Ambassador who also uses Rudd (6,320.00). Getting another estimate. All three are good.

Commissioner Fein: I can give you the contact information for the company that does our schools.

Commissioner Nieset: Which one do you recommend?

District Manager Alvarez: On vacation first week of March returning Tuesday March 10.

Vice Chairman Szerlip: What about the machine to clean the canals?

District Manager Alvarez: Meet with Mr. Miller to contact and make arrangements for demo and need one week notice.

* * * * *

OLD BUSINESS – None

* * * * *

NEW BUSINESS –

Chairman Flanigan: You say we paid the 2017/2018 taxes on the property. Are they willing to take over the taxes?

District Administrator Telles: Yes and they refunded to us..It’s tax exempt. According to Holly if we pay the taxes for two years we can file the paperwork and take title after two years.

Chairman Flanigan: How does that come into the seven years?.

District Administrator Telles: I think that’s after auctioning the property off and the residents can take it over at auction.

