MINUTES OF MEETING
NORTH SPRINGS IMPROVEMENT DISTRICT

The regular meeting of the Board of Supervisors of the North Springs Improvement District was held Wednesday, September 1, 2010 at 5:00 p.m. in the district office, 10300 N. W. 11 Manor, Coral Springs, Florida.

Present and constituting a quorum were:

Steve Mendelson	President
David Gray	Secretary
Vincent Morretti	Assistant Secretary

Also present were:

Doug Hyche	District Manager
Dennis Lyles	District Counsel
Rod Colon	Director of Operations
Jane Early	District Engineer
Nick Schooley	Drainage Supervisor
Brenda Schurz	Administrative Assistant by telephone
Kay Woodward	Accountant
Dan Daly	CSID Director of Operations
Barbara Brewin	United Community Management
Howard Solomon	United Community Management
Hamid Zandi	Pars Development
Sal Fiore	West Broward Community Management
Craig Vaughn	Castle Management
Ana Weiss	Castle Management
Marie Schnall	Castle Management
Karen Mazurek	Heron Bay resident
Holly Krulik	Heron Bay resident
Arlene Becker	Heron Bay resident
Rita Hoesing	Heron Bay resident
Jim Weiss	Heron Bay resident
Donna Holiday	GMS-South Florida, LLC

FIRST ORDER OF BUSINESS **Roll Call**

Mr. Hyche called the meeting to order.

SECOND ORDER OF BUSINESS **Approval of the Minutes of the August 4, 2010 Meeting**

Mr. Hyche stated the first item is approval of the minutes of the August 4, 2010 meeting. Are there any questions or comments?

There not being any,

> On MOTION by Mr. Mendelson seconded by Mr. Morretti with all in favor the minutes of the August 4, 2010 meeting were approved as presented.

Audience Comments

Mr. Hyche stated I'm going to call for audience comments at this time.

Ms. Mazurek stated I am a Heron Bay resident. As the taxpayers funding the operations of the Heron Bay Commons the Heron Bay residents have maintained the first right of usage at that facility. This practice should continue regardless of the management company. Therefore, I am respectfully requesting that the NSID board confirm your continued support of resident first right of usage. The first point is the continued resident first right of usage.

The second point is the Heron Bay Commons has been mismanaged for years while the relationship between the Heron Bay residents and the prior management companies have been ineffective and generally inept. The lack of accountability cannot continue. An active NSID role is required by taking responsibility for the core daily operations. The operational team should be NSID employees and not part of the management company. I am encouraging this board to learn from our prior mistakes.

Daily operations have not worked at the hands of the independent management team. The scope of the new management contract should exclude the current operational staff. It is imperative that the operational staff become NSID employees to ensure long term stability. I can speak for most of us who have been here year after year we don't want to be here anymore. We would like you as the owners to please take responsibility for the Commons.

Mr. Gray joined the meeting at this time.

Ms. Krulik stated I am also a resident of Heron Bay. I know the board is in the process of making a very important decision concerning the management of the Commons and conducting your due diligence as it relates to that decision. I certainly appreciate the fact that running a very active tennis facility and clubhouse may not be in the ordinary course of a water management district but with that being said I think you are doing a commendable job. Your presence out there over the past couple of months has been welcome. The improvements that are well underway are very ambitious, well needed and I think overall being very well received by the residents and much appreciated. It is certainly in everyone's best interest to have a really top notch well run profitable tennis facility. In that vein I strongly recommend and reiterate what Karen has said that you consider making the long time key personnel out there, mainly people like Marcie and Sue employees of the district as opposed to whatever management company happens to be in control at any given time. This not only gives NSID a permanent set of eyes and ears out there but it also serves to ensure much needed continuity of our highly qualified and knowledgeable staff. Running a very active tennis facility is no easy task. There are a whole lot of personalities to please out there and it really requires a very specific knowledge and skill set to run that place efficiently. By offering employment to those long time employees and possibly others we would really be able to count on some stability out there and incentivize them to

work towards a shared bottom line and protect them as the valuable assets that they are. I strongly request that you consider that in the days to come.

Ms. Becken stated I am a Heron Bay resident. They said beautifully what I was going to say and I just want to reiterate that let's keep it for the residents priority, let's have you please be involved within the tennis community, we need you. You have run it beautifully these last couple of months and now we beseech you to please take part. I know it is a big responsibility it is probably something that is not in the scope of a water district but it is yours and let's have it be yours and something we can be really proud of.

Mr. Hyche stated I'm sure the board of supervisors will take all of your comments into consideration. I'm sure they are going to get back to us and they are going to tell us what they would like us to do.

Mr. Mendelson stated the board has your best interest at heart and if you like the way it is being run hopefully, we will continue to do whatever it takes to make it run as smooth as glass. If there are no bumps on the road it is easy on your car. It is going to be a couple of months but we are not going to make a major thing out of it but we will try to solve your problems as quickly as we can. You are residents you use the facilities and it is our job to make it as easy as we can for you to use that facility. The only thing we had discussed previous to this is that it is a matter of law.

Mr. Hyche stated under the next item we are going to discuss this and Dennis can speak at that time.

Discussion of Management for the Heron Bay Commons

Mr. Lyles stated some of you were here last month and we had on the agenda at that time the RFP process to select a management company for the Heron Bay Commons facility and staff advised you at that meeting that the proposals had only arrived the evening before. We had less than 24 hours to actually look at them and staff

was going to review the proposals, there were three, and then come back with a recommendation at today's meeting. In the intervening 30 days or so we have looked at these and unfortunately we have to report to you that although we did receive responses to our request for proposals, our request for proposals was very, very detailed and specific and covered a lot of territory and required a lot of detailed information from anybody who wanted to submit a proposal. It is our belief that none of the three proposals fully met the detail required and addressed the areas requested to be addressed in our request for proposals that we published. In light of that we are recommending today that the board pass a motion to reject all three proposals and let staff proceed with attempting to directly negotiate an agreement.

Mr. Mendelson stated I would like to make a recommendation that we put it out for rebid again.

Mr. Lyles stated we are not asking for that. We didn't do a bid, this is not something that is solely on the basis of the low bid like many of your construction contracts that have to be done on the basis of the low bid. This is on the basis of things that are somewhat intangible, quality, a plan to run the facility, the details they bring to the table that they suggest we follow so what we are asking the board to do is to pass a motion to reject the proposals that we have received.

Mr. Gray asked who are the three companies that responded?

Mr. Lyles responded United Community Management, Castle Group and West Broward Community Management were the three proposers. While I'm sure they are all three qualified to do business of this nature because of the technical nature of the process that we followed the proposals are not totally responsive to what was put out by the district staff. That is why we are recommending that we reject all three.

On MOTION by Mr. Mendelson seconded by Mr. Gray with all in favor the three proposals were rejected.

Mr. Lyles stated having passed that motion the staff would now recommend that you authorize staff to directly negotiate an agreement and both the terms and conditions of the services and the scope as well as the pricing and bring that to the board. This is a management contract it is not required to be competitively bid by Florida law so we tested the market we got an idea of what is out there and now staff believes it will do a better job for the community by directly negotiating and bringing back a proposed scope and fee structure for you hopefully at your next meeting. In the meantime you still have a month to month agreement for management that will remain in effect.

Mr. Gray stated I still don't understand. Are you looking at this type of set up still or hiring somebody or are you looking at something different?

Mr. Colon stated we were basically going to go with a management company. Of course, the audience has expressed concern that they wanted more stability in Heron Bay Commons and they wanted the employees out there to be district employees. What staff has done in the meantime since we didn't know where we were going with this we hired three employees that are NSID employees out there right now on a temporary basis. Those employees are there working for NSID that we are going to be transferring them to the new management company. Option four would be to keep the employees as NSID employees and outsource the accounting and the rest of the services. The first option would be to actually directly negotiate with the management company. As it stands the way it is being run right now is we have three NSID employees out there. We didn't know the stability, we knew that a few personnel changes had to be made. I know we have a current management company that is here who can possibly explain some of the personnel actions. We felt these actions were very important to take these employees as NSID employees and have stability in the Commons.

Mr. Gray stated my own opinion is that I don't think that you guys because you run the place need to be managing a facility. I think there needs to be a management company in the middle. I'm fine with us dictating them taking on our employees which is a pretty common practice when you are doing something like that so there is nothing unusual about that. Personally I do believe that you guys have other things to do than to get a phone call from someone over a tennis issue.

Mr. Colon stated we still get the phone calls.

Mr. Gray stated I do think that somewhere in the middle needs to be a management company would be my personal opinion.

Mr. Colon stated we are going to follow whatever direction the board is going to tell us so if you want us to go ahead and directly negotiate with the three management companies and not have NSID employees we will implement whatever instructions you tell us.

On MOTION by Mr. Mendelson seconded by Mr. Gray with all in favor staff was authorized to directly negotiate with the management companies for a management agreement for the Commons to be brought back to the board for approval.

THIRD ORDER OF BUSINESS **Public Hearing to Adopt the Proposed Water and Sewer Budget for Fiscal Year 2011 Approval of Resolution 2010-14**

Mr. Hyche stated the next item on the agenda is the opening of the public hearing to adopt a proposed water and sewer budget for fiscal year 2011 and the approval of Resolution 2010-14.

Mr. Mendelson stated the public hearing is now open if you want to make comments as to what we are going to be discussing just raise your hand.

Ms. Mazurek asked am I to conclude that the board just passed a proposal directly in conflict with what we just asked?

Mr. Mendelson responded no.

Mr. Gray stated that is not what we said.

Ms. Mazurek stated you asked for them to negotiate with a management company whereas basically we were asking for stability in having the NSID people there to provide that.

Mr. Gray stated we said that the NSID people would be part of the deal, should be part of the agreement. All we are saying is that it is very simple the people here have specialties and nobody here is a tennis specialist or management specialist for a facility so it is in your best interest that someone be in the middle that takes care of that because that is not what we do for a living. No one here needs to be taking phone calls from individuals. That is why you put a management company in between that is all we are saying. We didn't finalize it.

Ms. Mazurek stated that has not worked for years.

Ms. Becken stated we have had this problem ongoing. They bypass the management company.

Mr. Mendelson stated you are going to have the NSID people there as oversight to ensure that everything is smooth.

Ms. Mazurek asked are they working for the management company or are they working for NSID?

Mr. Mendelson stated NSID.

Mr. Gray stated that hasn't been determined yet.

Mr. Mendelson stated NSID has people there right now.

Mr. Hyche stated they are only temporary.

Ms. Krulik stated in a low level but we need someone in a managerial capacity, someone who knows the daily ins and outs.

Mr. Colon stated the three employees there have signed temporary employment agreements that were set to expire in October. One employee which is Karina is there

as a liaison between the district and Heron Bay Commons and she has done a very good job by reporting all the problems back. We were going to keep her as a liaison there strictly working for the district. The rest of the employees were going to be employed by the management company. That was actually the course of action we were instructed to do before. I know you want all the employees there to be NSID employees. We have to implement whatever policies the elected board wants us to do. The motion they just passed is for staff to directly negotiate with the management company. The temporary employees employed by the district would be transferred to the management company except for one.

Ms. Mazurek stated you do realize that we are having to bring in 15 tons of clay and the condition of these courts is a direct relationship to management company. This triangle of resident, management company and district has not worked.

Mr. Hyche stated however in the past you have never had that liaison, that district employee there explaining and coming to us with those problems.

Ms. Mazurek stated you wouldn't need the liaison if you had the right manager. You could probably get that building help down to one person. Having had management experience in the past you have more bodies there than needed you just don't have the right one. What I'm suggesting is do away with the liaison philosophy and get the right person in there which in my opinion we have but that would be your call not mine. You don't need as many bodies versus the right person and that be your eyes and ears and then subsequently outsource your accounting, your pool services, landscaping, whatever and if you want to call that our management company, fine, but what I'm asking for is an NSID person to manage that place. That is what I'm asking for and I'm talking daily operations, I'm not talking about negotiating pool maintenance contracts.

Mr. Colon stated that is part of daily operations.

Ms. Mazurek stated you know what I mean, someone who ensures the right people are on the court, somebody ensures the programs, somebody ensures the safety out on those courts.

Mr. Colon stated unless the board revokes their motion they just passed we have to implement what they just said.

Mr. Gray stated without a management company we become a management company. These guys are fulltime employees with fulltime jobs that quite frankly involve the safety of the public and the water both in the district and during hurricanes. They do manage the water flow the heights and everything else around here when there is a storm surge. Regardless of what you want to call it there has to be an organization apart from them and that would be a management company that is going to do all the bidding, that is going to do all the hiring, that is going to take all the complaints and that is going to deal with those operations because the people who work in this department currently don't have the time and certainly shouldn't be putting the priority toward that when they are dealing with water safety and general life safety for everybody in the area. They need to be doing their jobs and we need to employ in some facility some organization that will take on the rest of it. Whether or not that liaison that we are talking about since you are happy with her we are talking about her still being there so I'm not sure what the issue with that is but the other issues cannot be done by the NSID board that is just not something that we would be doing and wouldn't be what we are directed to do as an organization.

Mr. Mendelson stated NSID is not a maintenance company.

Mr. Becken stated we are asking that you have someone be responsible to you as an NSID employee in a management position that would be responsible to you, keep you informed and keep us happy.

Mr. Hyche stated that is actually part of the scope of the management company. That is what we would oversee.

Ms. Becken stated having someone directly involved that you don't have another entity with self interests. That is the problem we had before. We had entities that had self interests, that is why our courts are in the condition they are in, that is why the clubhouse is in the condition it is in is because someone did not take personal pride in what they have. We have ownership as residents. You have ownership as the board. You bring in an outside entity they don't have ownership, they don't have that pride, they are just running a business. We live there we see it everyday. We invite you to be part of that we are not asking you as the board to be intricately involved in this we are asking you to assign someone as an NSID employee management to oversee the property.

Mr. Lyles stated this is not an answer to the question and it may not make you happy. I will give you a little bit fuller explanation of the recommendation that administrative and legal staff gave to the board regarding rejecting the proposals that we have for management services. The detailed specifications that went out were in part to make these companies tell us how they were going to make this situation be resolved and improved into the future. We didn't get a detailed explanation of how that was going to happen and we weren't going to recommend any of the management companies with no more than that. The management contract that we would enter into once we come to terms with somebody that can explain to the staff how they are going to take the history of the problems, turn that around and make the residents glad they are there as opposed to upset they are there. It has to be worked out and the best way that is going to happen is sitting down in an arms length negotiation and a commitment to make that job number one. The contract that will be entered into will have a 30 day cancellation provision if they are not doing the job they can be replaced with somebody who will do the job. I think the board's direction to staff has been to get a professional not just satisfactory but somebody who will go above and beyond and make these residents happy with what they have with oversight by the NSID top administrators

but with the day to day expertise of a recreation facility management company, clubhouse management company brought into play and if that doesn't work and they can't turn this around we will get somebody who can. For this go around I think our direction is consistent with an appreciation of the problems that have happened that need to be resolved and get the right sort of company in there that knows what it has to do to make the residents satisfied.

Ms. Mazurek stated you have been here a very long time and I will ask you to recall every single building manager that has been in there and employed by a management company the residents have ultimately booted in one way, shape or form and you know this. It has happened, it got ugly and it continues to be ugly again with the firing of Joe Sabino just recently.

Mr. Lyles stated you have been here a long time too and the situation today is radically different than it was even 12 months ago never mind five years ago. I mean that you have a different manager group, we no longer have the community association under contract with the district to in turn select the management company. We have never selected a management company. We entered into an agreement years ago with the homeowners association that gave it the authority under certain terms and conditions that they had to meet to go out and hire a management company. They pulled that back to the board and the staff now and this is all new so we think there is a materially different situation that is going to produce a materially different situation for you. Give us a chance is what I think we are all saying.

Mr. Weiss stated I am a resident of Heron Bay. With all due respect I don't want you to think that these three ladies speak for Heron Bay. We have 2,000 residents in Heron Bay and just the reference to the Commons as a tennis facility I disagree with. I am a tennis player, my wife is a tennis player we have taken lessons there but it isn't a tennis facility. It is a clubhouse that has a very large pool, large grounds, basketball court, meeting rooms we use. We have meeting rooms that we would like to have

improved so they could be better utilized. I want to say that what I heard Rod say was that you would have an NSID representative on site. I think that should handle the concerns that the tennis people have it being a management company. Personally I think the facility needs a management company because it is tennis, it is basketball, it is a clubhouse, it is meeting rooms, it is card rooms and it isn't just a tennis facility. I think you have made the right decision I don' know exactly how you are going to proceed with interviewing and making the decision but I want to support that a management company is the right solution to manage the Commons Clubhouse.

Ms. Hoesing stated I wanted to vocalize the fact that he is correct it is more than tennis. Perhaps a meeting of the minds should include residents that feel strongly about that facility as well as yourself when interviewing whatever management company you deem might be necessary or adequate and that could be the happy medium.

Mr. Mendelson stated the board has the best interests of you at heart. The manager is going to speak to these management companies and make a recommendation.

Ms. Hoesing stated Mr. Gray stated you don't know anything about the tennis facility.

Mr. Mendelson stated when he said that he was talking about the three board members. They are going to interview these management companies in detail with questions as to what they can do, what they know and what they don't know. Upon that information then it will probably be brought back to either us or Doug and Rod to make a decision.

Mr. Lyles stated it will come back to the board.

Mr. Mendelson stated if it comes back to the board in their recommendation you think in 30 days to get a contract, so we will see what happens and if it doesn't work out then we have to backtrack a little bit and do what we have to do. The objective of the

board is to make sure that you are pretty much satisfied with your facility, you live there, that is your life. You step out your door and go to your gym, your pool and so on. We want to maintain that facility to the upmost for you.

Mr. Gray stated I live in Heron Bay and am very familiar with the Commons and I use it and I agree with everybody that it hasn't been maintained. Most of the people who come to this meeting know that I have never been happy with management because I verbalize that. Having said that I think one of the things you are missing is that just because the tennis courts for instance not being done, the money has been there to do it, they could have done it we didn't stop them from doing it. In not doing it they didn't make money because they didn't do it, they don't get that money. All I can say is that is poor management that is not because they had self interest in making extra money. They don't get any extra money for that we pay them a fee for that and the rest of the stuff is budgeted and everything. So they weren't making money off it, it was just poor management. We are looking to get you good management and the difference that is huge now because everybody knows I was opposed to it before because we had zero control. We had an agreement that went to the association who then hired the management company. We were not in the loop. Here and the way our contracts are written and you know this because of what has happened in the last six or eight months and the number of people we fired, is that we can fire them. That is a different situation for us to be in. It is a different situation for them to be in. It will be a different game that is all we are trying to say. It is not the same game it will be by different rules.

Mr. Mendelson stated whatever it takes to make it better for you, just give us a shot and see what comes out of this. There is nobody here looking to hurt anybody we want to work with you.

Ms. Becken stated I know our focus was on tennis but also within this we use the Commons, we use them for parties and things like that. We use the pool area for our lunches so I want to make it very clear that even though our focus has been on tennis it

is the whole thing and it is a tennis facility, it is a club, we play tennis there it is a tennis facility. It is also a club, there are dinners and things and gym and we use it, we love it. We want to be able to work with you to do what's best for the community, that we get the best out of what we all own. It is reasonable, I hear what you are saying, it is a different kind of ballgame than before, it is a wait and see.

Mr. Mendelson stated let's give it a shot and if we never give it a shot we will never find out if it works or doesn't work.

Ms. Feinberg asked can you tell me what period of time is covered by the management contract agreement?

Mr. Lyles asked the one that is in effect right now?

Ms. Feinberg responded what is out there for proposal.

Mr. Hyche stated it is annual and it comes back for review every year.

Mr. Lyles stated with a 30 day cancellation clause.

Mr. Colon stated we actually opened the public hearing for the water and sewer budget.

On MOTION by Mr. Mendelson seconded by Mr. Gray with all in favor Resolution 2010-14 adopting the fiscal year 2011 water and sewer budget was approved.

FOURTH ORDER OF BUSINESS **Acceptance of Recommendation of Audit Committee**

Mr. Hyche stated item four is acceptance of recommendation of the audit committee. The audit committee received four responses for your audit. We ranked them according to the scoring sheet with the number one ranked firm being Keefe McCullough, number two being Berger Toombs, number three being Grau & Associates and number four being GLSC & Co. Our recommendation to you at this time is the number one ranked firm is Keefe McCullough.

Mr. Lyles asked the fee they propose is?

Mr. Hyche responded $25,000 for 2010, $25,500 for 2011 and $26,000 for 2012.

On MOTION by Mr. Mendelson seconded by Mr. Gray with all in favor the recommendation of the audit committee of Keefe McCullough was accepted.

FIFTH ORDER OF BUSINESS **Staff Reports**

A. Manager

Award of Contract for Heron Bay Commons Rehabilitation Project 2010

Mr. Hyche stated the next item is award of contract for Heron Bay Commons rehabilitation project 2010.

Mr. Colon stated we had five general contractors who we solicited and all five responded. Most of the numbers are relatively close, we gave them a scope of services to perform which is in your packet. There were a lot of sub-contractors that contacted the district and we just referred them to the general contractors that were bidding. We only got two sub-contractors for the tennis courts, one was Gator and the other was Welch. They were both relatively close to each other. From what I'm hearing from the general contractors that they contacted, each of the general contractors did receive quotes from both of the companies willing to sub-contract for the tennis courts. We wanted to have a general contractor be in charge of the project because it is more than just the tennis courts. There was complete rehabilitation of the inside of the facility and the exterior. The lowest bidder came in with some conditions on his bid sheet. I talked it over with counsel and I think we are in consensus that based on the conditions he put in there that we should go with the second lowest bidder.

Mr. Gray stated the second lowest bidder was Century Building. My question was in reading through this there is a $90,000 difference between the two which is huge

which is a third of the job, it is 50% if you are going up it is 30% if you are coming down. I notice that Pars you have recommended him for another job in the same package so he is somebody we have used and normally does a good job because you have a recommendation on the next one.

Mr. Colon stated we have a representative of the contractor here tonight. We didn't feel comfortable based on his statement on the bid. We know he is qualified because he has done work for the City of Coral Springs and other municipalities.

Mr. Gray stated I read his conditions and to be honest with you as a contractor I would have the same worry I would have to assume the same conditions. If I understand your conditions correctly you are saying that there was a set amount for the tennis courts listed, you are bidding that amount. If it is over the amount that is listed you are saying it is extra.

Mr. Zandi stated correct.

Mr. Gray stated the second thing you are saying is you want to know what kind of paint we are using because paint can be two or three times the price of another paint so somebody could bid a very cheap paint that is going to last for six months and not get good coverage or you can get a real good quality. I did notice that we stated that we would tell you the paint so basically we could tell you to use the best paint in the world and if you sign my contract you would have to use it. Without knowing that you don't know enough about the variable. You don't know if you have 1,000 gallons of paint and it is $20 compared to $50 there is a huge difference in the price. In order to bid it the only option you have is to pick the highest one and go with that bid if you were going to keep yourself from losing money on it. You are saying you need more information to make an accurate proposal.

Mr. Zandi responded yes.

Mr. Gray stated that is a pretty standard request for a contractor unless he assumes the highest price for paint and goes with that bid. Unless we are using the highest price paint we can get shafted.

Mr. Colon stated all the contractors were given a sample of the paint.

Mr. Gray asked did you have the paint?

Mr. Zandi stated I had my estimator work on this project. I'm not 100% sure of what the exact paint was but that was my understanding.

Mr. Gray stated you are questioning the paint. You don't know what the paint is or you do know what the paint is?

Mr. Zandi responded I guess there was a sample given to us. Some of the specifications were kind of vague as to certain materials.

Mr. Gray asked you got a sample and knew what the paint was?

Mr. Zandi responded I assume so I'm not 100% sure of that. I would have to ask the estimator.

Mr. Gray stated then I'm confused as to your statement on the proposal.

Mr. Colon stated so were we that is why we recommended the second low bidder.

Mr. Lyles stated on the other hand one other way to handle this since he has the sample is for the lowest proposer, Pars, to ask the board to waive a minor technical deviation and allow him to withdraw the contingency that appears above his price and if he withdraws that and relies upon the paint sample that was given to all the contractors and you allow him to make that change and waive that irregularity because it seems like there may have been a misunderstanding because the paint is the paint is the paint, then you can in two steps waive the irregularity he withdraws his condition and award the contract to the apparent low bidder. With the condition in there that is a little vague in and of itself we are not sure he has given us a firm price and the next lowest bidder gives us a firm price with no variables.

Mr. Gray stated if those contingencies weren't there would you have chosen him?

Mr. Colon stated actually we would have but then we come into will the other people since he put conditions on the original bid sheet will the bidders contest the bid. Everyone gave us a solid price except for this one and it seemed like it was more of an estimate and that is not what we were asking for. I know price is a big thing and it is about $90,000 less but if we did award the contract to him are the other people going to contest?

Mr. Gray stated but we would be awarding it based on the fact that he is not having contingencies and agreeing to the same conditions that everybody else bid on.

Mr. Lyles stated you can also reject all the bids and put it out again.

Mr. Gray stated all I'm saying is if you had to put it out again could you just tell them the paint put it in writing.

Mr. Colon stated we did, we gave them samples.

Mr. Gray asked you had it in writing because he is saying it is dependent on the paint selection? I didn't know you had a sample but if I were a bidder and read the bid I would have the same two questions you have. Did you know the answers to the questions or didn't know the answers?

Mr. Zandi stated I would personally have to check into that.

Mr. Hyche stated his estimator did it.

Mr. Colon stated there were representatives of Pars Development here.

Mr. Gray stated it comes out of the association's money and we are governed to use their money in a proper form. As far as going through the process again all you would have to state is the paint as part of the proposal and that is it.

Mr. Lyles stated the process if it goes out again would have a more specific and explicit description of the paint because we obviously have a problem here that at least one of the other qualified bidders is bringing to our attention so I think you would be

well within your rights to reject all the bids put it out with a more specific section on the paint.

Mr. Gray stated and on the court all you have to say is which I think it already says, it is as needed. I didn't see that wording in there I think it is assumed but meaning it gives an amount which I think is what he is quoting because I looked up what you said and it says so many yards and it is specific to those amounts. It just needs to say as needed then it is whatever it is.

Mr. Colon stated those were the bid documents that staff put together.

Mr. Gray stated but it doesn't say as needed in the bid. If I were a bidder and you tell me 90 gallons and I bid 90 if I'm over you are paying me because per my contract it said 90.

Mr. Colon stated we had two experts go out and look at the tennis courts so we put in the bid documents 10 tons.

Mr. Gray stated you put 10 tons then there was another comment for 90 of something else.

Mr. Mendelson asked what is your suggestion?

Mr. Gray stated it is $90,000 of the association's money.

Mr. Colon stated I think at this point it is a legal problem because we do have a low bidder and to me it is not a bid but a quote. We were looking for a solid bid.

Mr. Mendelson asked the solid bid is the second one in line?

Mr. Colon responded all the rest of the bids were solid bids. I'm just thinking if we were to award it based on a quote basis and he is the only one that went that low I just think other people would contest it. The attorney also said the other option is to reject all bids and put it out again.

Mr. Gray stated this money is not our money this money is the association's money.

Mr. Lyles stated the actual motion would be to reject the apparent low bidder as unresponsive and to award the contract to Century.

Mr. Gray asked if it were your money what would you do?

Mr. Mendelson responded if it is written in stone let's get it done. The second low bidder did it the way it was supposed to be done. That is part of the process of doing business.

Mr. Gray stated having read the documents myself the second bidder was following the documents. If you read through the tennis and I know the experts said that was enough, it doesn't say as needed.

Mr. Colon stated I understand but at this point it is more of a legal question.

Mr. Gray stated they could come back for extras if it took more than what we said.

Mr. Colon stated we had two separate independent companies that came out and gave us a quote for that amount and that is why we put that in the bid documents.

Mr. Gray asked since the paint isn't in the bid document, if we sign a contract based on the bid documents do they have to use the paint you gave them?

Mr. Colon responded yes.

Mr. Gray asked where is that listed?

Mr. Colon stated that is listed on the plans and diagrams that we gave them.

Mr. Gray stated so it is something apart from the scope.

Mr. Colon responded yes, but not everything is in your package.

Mr. Gray stated but that becomes part of the legal document is my question.

Mr. Colon responded yes. We couldn't put plans this big in your package.

Mr. Gray stated so he knew the paint.

Mr. Mendelson moved to reject the apparent low bid as being non responsive and to award the contract for Heron Bay Commons rehabilitation project 2010 Center Building Restoration, Inc. in the amount of $284,820.

Mr. Morretti stated I would second it only because all the other bidders are really close in price and then you have one that is $90,000 cheaper. Maybe that throws a red flag up, you have three different bidders that are $280,000, $290,000 $355,000. I would say something got missed.

Mr. Morretti seconded the motion and on voice vote with all in favor the motion passed.

Discussion Regarding Work Authorization No. 193 Record Drawings and Electronic Plans Update for Water Main, Force Main and Raw Water Main

Mr. Hyche stated the next item is discussion regarding work authorization no. 193 record drawings and electronic plans update for water main, force main and raw water main.

Mr. Colon stated basically there is an invoice that was submitted and we didn't feel that the district got what was in the work authorization. We did have a meeting with Jane and her staff about it and they have agreed to withdraw the invoice and credit the district and I think they are going to fulfill their obligation on the work authorization. We were concerned because it was so old and we didn't think we were getting what the scope of services were.

Ms. Early stated there was some confusion on what we submitted on the CD so we met with the district and showed them what we had envisioned doing so we are moving forward and have contacted the City of Coral Springs waiting on some information on documents that they have on projects that we didn't do. We also

obtained some information from the City of Parkland on as-builts so we are working towards getting the district everything they need.

Award of Contract for Water Treatment Plant Perimeter Sound Barrier Wall 2010

Mr. Hyche stated the next item is award of contract for water treatment plant perimeter sound barrier wall 2010.

Mr. Colon stated the good news about this is we had actually budgeted $450,000 for this project when we did the rate study and it came in way under that and that is very good news. This time Pars Development was the lowest bidder and there were no discrepancies in their submittal.

> On MOTION by Mr. Mendelson seconded by Mr. Gray with all in favor the contract for water treatment plant perimeter sound barrier wall was awarded to Pars Development in the amount of their low bid of $280,000.

Utility Billing Work Orders

Mr. Hyche stated the utility billing work orders are included in your package.

B. Attorney

Mr. Lyles stated I do have one thing to bring to the board's attention. On the dais at your positions tonight there is a document called Joint Deed and Conservation Easement and Agreement. It is a form and it is not the final form. This has to do with the Parkland Reserve project. Previously the district had been conveyed an area that is generally referred to as a conservation area. This is part of the land use and development order requirements for the project. For this to go forward the county requires a conservation easement to be imposed on this property and that is consistent

with our desires as a district for the property to be a conservation area and to be preserved for natural vegetative, hydrologic, scenic, open agricultural or wooded condition and to retain the area as suitable habitat for fish, plants and wildlife. This is a document that we as the technical owner of the property under the scenario where the plat was recorded and it was conveyed to us we will agree with the county that this is going to have a conservation easement imposed on it, it will never be used for any other purposes private or otherwise but as a conservation area. I have some final tweaking to do to the form the county used and which the engineers for Parkland Reserve did a draft but because of timing issues with their construction program they need to get this moving. Unless you have any specific questions or further concerns about this I would ask the board to authorize it to be executed by the proper district officials on the basis of a motion today. They will need this before your next meeting.

On MOTION by Mr. Gray seconded by Mr. Mendelson with all in favor the proper district officials were authorized to execute the Joint Deed and Conservation Easement and Agreement upon completion by the attorney.

C. Engineer

Consideration of Work Authorization No. 203 Parkland Golf and Country Club Buffer Water Main for a Lump Sum of $67,000

Ms. Early stated we do have one work authorization for Parkland Golf and Country Club buffer water mains about 5,000 linear feet of water main that we need to install along County Line Road. The proposal is for the design, all the permitting and all the inspection and certifications for a lump sum budget.

Mr. Hyche asked this is bond related?

Ms. Early responded yes.

Mr. Gray stated if I understand what is about to happen is we are going to sign this, you are going to prepare it where you get the permits and it says based on the approved plans they give us a probable construction cost. If we are immediately going to work why do we pay to get a probable construction cost? The plans are already approved so you have already designed what you are doing don't you just bid them out? Why pay for probable construction cost?

Ms. Early responded we always do an estimate for a budget.

Mr. Gray stated I would agree if it weren't already in a previous deal but we are saying once the plans are approved nothing is changing at that point.

Ms. Early stated that is not a big deal to do an estimate. We always do an engineer's estimate prior to a bid. When we bring you the bid results we always have an engineer's estimate.

Mr. Gray stated then we get the bids and it seems redundant.

Mr. Early stated as an example we estimated County Line Road at $3 million and we got it for $1.9 million.

Mr. Gray asked does it cost us anything for you to do that?

Ms. Early responded a lot of times the permitting agencies want a cost estimate as well.

Mr. Lyles stated one other point is the competitive bidding statutes for public works construction require an estimate based on commonly accepted engineering and construction principles to determine if it is over or under the threshold for bidding purposes.

On MOTION by Mr. Gray seconded by Mr. Mendelson with all in favor work authorization no. 203 was approved.

Project(s) Status Report

Ms. Early stated County Line Road is under construction, Hardrives is moving forward and they are making headway. We are going to resubmit phase 1 of the water features for Parkland Golf and Country Club to Parkland. They had some minor comments so I am anticipating we get the final permit. Once we get the RC we have to go to the community appearance board supposedly once one approves the other one will and then we can get phase 1 started. Phase 2 is under design so we are moving along with that as well.

SIXTH ORDER OF BUSINESS **Approval of Financials and Check Registers**

Mr. Hyche stated the next item is approval of the financials and check registers.

On MOTION by Mr. Gray seconded by Mr. Mendelson with all in favor the check registers were approved.

On MOTION by Mr. Gray seconded by Mr. Mendelson with all in favor the meeting adjourned at 5:56 P.M.

David Gray
Secretary

Steve Mendelson
President