

**OLD PALM
COMMUNITY DEVELOPMENT DISTRICT**

<http://www.oldpalmcdd.com>

Robert Pietrangelo – Chair

Angela Pinho – Vice Chair

Robert Lyons – Assistant Secretary

Ralph Hallac – Assistant Secretary

May 21, 2020



Old Palm

Community Development District

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May 14, 2020

**Board of Supervisors
Old Palm
Community Development District**

Dear Board Members:

A **communications media technology meeting** of the Board of Supervisors of the **Old Palm Community Development District** will be held on **May 21, 2020** at **9:00 a.m.** In accordance with Office of the Governor, Executive Orders authorizing the use of communications media technology, the Board of Supervisors and members of the public may attend and participate in the meeting utilizing the following call-in information: from your computer, tablet or smartphone go to: <https://global.gotomeeting.com/join/642346493> or by dialing **(646)749-3122** and **Access Code: 642346493#**. Following is the advance agenda:

1. Roll Call
2. Organizational Matters
 - A. Consideration of Appointment of Supervisor to Unexpired Term of Office (11/2022)
 - B. Oath of Office for Newly Appointed Supervisor
 - C. Election of Officers
3. Approval of the Minutes of the February 20, 2020 Meeting
4. Consideration of **Resolution #2020-02** Approving the Proposed Fiscal Year 2021 Budget and Setting the Public Hearing - *will be provided under separate cover as soon as available*
5. Discussion of Procedures for the General Election
6. Approval of Water User Permit Application No. 200304-2, Permit No. 50-06506-W
7. Staff Reports
 - A. Field Manager
 - B. Attorney
 - C. Engineer
 - D. CDD Manager – Number of Registered Voters in the District – 376
8. Financial Reports - *will be provided under separate cover as soon as available*
 - A. Approval of Check Register
 - B. Balance Sheet and Income Statement
9. Supervisors Requests and Audience Comments
10. Adjournment

Meetings are open to the public and may be continued to a time, date and place certain. For more information regarding this CDD please visit the website: <http://www.oldpalmcdd.com>

**MINUTES OF MEETING
OLD PALM
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Old Palm Community Development District was held on Thursday, February 20, 2020 at 3:00 p.m. at the Old Palm Golf Clubhouse, 11889 Old Palm Drive, Palm Beach Gardens, Florida.

Present and constituting a quorum were:

Robert Pietrangelo	Chairman
Angela Pinho	Vice Chairman
Ralph Hallac	Assistant Secretary
Robert Lyons	Assistant Secretary

Also present were:

Luis Hernandez	District Manager
Bill Capko	District Attorney
Oats Reis	District Engineer
Lee Bladen	Field Manager

FIRST ORDER OF BUSINESS

Roll Call

Luis Hernandez called the meeting to order and called the roll.

SECOND ORDER OF BUSINESS

Organizational Matters

- A. Consideration of Appointment of Supervisor to Unexpired Term of Office (11/2022)**
- B. Oath of Office for Newly Appointed Supervisor**
- C. Election of Officers**

Mr. Hernandez: Before we jump into the real issues, I just need to remind the Board that there is a vacant seat. If the Board doesn't have anyone at this point, I will be skipping that step.

THIRD ORDER OF BUSINESS

**Approval of the Minutes of the
January 16, 2020 Meeting**

Mr. Hernandez: Item #3 that you have is the approval of the minutes of the January 16, 2020 meeting. You will be finding that in section 3 of the agenda. Does the Board have any questions at this point, comments, additions, deletions in regard to the minutes? If not a motion to approve the minutes for January 16, 2020 will be made.

On MOTION by Mr. Pietrangelo seconded by Mr. Hallac with all in favor the minutes of the January 16, 2020 meeting were approved.

FOURTH ORDER OF BUSINESS

Staff Reports

A. Field Manager

C. Engineer

Mr. Hernandez: Since the main point that we have today, I want to shift the items. Why don't we start with our engineer?

Mr. Reis: I wasn't ready for that. There has been a lot of discussion about the lakes, who owns the lakes, the condition of the lakes and what needs to be done to the lakes. I am just giving you an overall view to maybe frame our discussion and then maybe look at some ideas to move forward addressing the lakes. These in red here are several of the lakes, fifteen of them. In most cases the lakes are surrounded by the golf course. There is one lake here that you can't see too well which is surrounded by preserve, the one side, so we own not only the preserve but the lake. It does abut this tract A here which is the sales building. That is more of the exception. This is a plat and this is only a portion of the whole sub-division, but in this plat it was created back in 2002/2004 and it is a way of subdividing up the land when you are developing it. It gets recorded and various tracts get named and various tracts get dedicated to different entities/organizations. We basically own the lake tracts. You can see one here, that is a lake tract. The writing is very small but this particular black line here is very well defined with measurements, radiuses, locations and so forth. A surveyor could take this plat today and go out there and put a stake all around that black line following this legal description of that parcel. That is what we own. Everything within the black line here is our property.

Mr. Hallac: Wait, I am a little confused, you are saying that the inside of the black line is lake and that is what we own?

Mr. Reis: Correct. Regardless of where the water is today or was back then, we own physically this property here which can be described and surveyed with very good precision as to what we own. Some of the stakes will be in the water today, some of them will be high up on the bank just because things have changed. Not only have they changed, but there is a big bulldozer that creates these. So, it not a swatch when they are building these and so sometimes they cut a little more as you come around but this is what we own legally, is this line here.

Mr. Lyons: So, if a year from now the club is going to go forward with their golf course, we could stake it at that time.

Mr. Reis: We can stake it at any time.

Mr. Pietrangelo: We can query the issue now with the practice facility, right?

Mr. Lyons: That is true.

Mr. Hernandez: Yes.

Mr. Pietrangelo: That is the immediate issue because they are going to be reworking it.

Mr. Bladen: I have been working with Oats and Thomas and what we did was we rode with the gentleman from their company, Rick Barnes your surveyor and I gave him specific directions on those three lakes and the golf studio understanding that they want to start construction sometime in the middle of April. We need to make a decision on how, who, what, when and how we move forward. What I asked him to do was, and they gave me a proposal for \$5,200 to go to each lake in the golf studio. We talked about 27 locations where they would stake the old perimeter of the lake and the slope and what has sloughed off so we have a feel as to how much we have lost through erosion is what we are trying to get to.

Mr. Pietrangelo: 27 points on three lakes. Is that sufficient to guide the reconstruction of the banks?

Mr. Reis: What we are to have then is we will talk a little more about the lakes but I just want to say a little bit on the legal side of this because it is affecting a lot of what we think we can and can't do. Of course, we own this property here and I don't know maybe

Bill can interject here a little bit but we have had in the past changed ownerships in portions of the lake. For example, there was a green, the #18 green. I think that was in the lake, it was our property, we actually dedicated that portion to the golf course.

Mr. Lyons: The 19th hole?

Mr. Reis: Yes. It may be a little more complicated but if the golf course architect decides that he wants this lake to be a little bigger here and there, there may be a process that we can swap land, exchange the new lake location for the old lake location. We could possibly create, re-plat this with a new line as to what we would own and what the golf course would own. I just don't want us to close our minds as to what is possible at this point because really a lot of these lakes, they have a function for engineering function of the stormwater and all that but they also have an important function for the esthetics of the club and the residents here. I think from the engineering perspective and the legal perspective and a real estate perspective, there are options that if it comes down to what the homeowners want.

Mr. Pietrangelo: For the golf studio we should do ahead and define what the lakes should be with the edge of the lake should be. We are also going to have to figure out where we need to dredge. You have some charts here you want to show us.

Mr. Reis: This is a little bit of a cross section of a typical lake. This line here is the bottom of the lake. The water edge is the top of this blue line here. That is the water's edge there. When they originally planned to build these, we owned up to this right here. Now that is pretty flat for a little bit and then starts sloping down at the bottom at a much faster pace. Wherever we have plantings in the lake, the littoral zones, it goes flat for quite a while before it actually starts going down. On the other side of the lake where we may not have littoral plants, that again is much deeper.

Mr. Pietrangelo: We have a profile like this on all the lakes.

Mr. Reis: I think we have littoral zones on most of the lakes.

Mr. Bladen: There are littoral zones but what we tried to do during construction was, and we were dictated to 4:1 until we were three feet below water. Then we went to 3:1. Obviously, that slope at 4:1 has changed because of the erosion. That was our mandate during construction. That got us to the water line we are at now.

Mr. Reis: This is not our project but I just happen to have this exhibit here. What happens here on the littoral zones, there are species that lack just a little bit of water. There are species that don't mind more water. There are species that are pretty much submerged most of the time so typically we have about ten to twelve feet of very flat area for different types of species of plants to populate in those areas. In these areas they are a little more prone to sedimentation in the sense that because it is so flat there is very little water movement and if run off from the golf course is coming down into the lake, it will deposit in here and start filling this up. That is what you see out in the lake.

Mr. Lyons: Who owns the streams?

Mr. Bladen: On 6 and 18 the golf course does.

Mr. Lyons: Those need work too.

Mr. Pietrangelo: Do we have the information that would tell us what depth we are supposed to have and is the process that you are describing going to give us what it is?

Mr. Reis: Yes, and I am getting to that Bob. Just so everyone is on the same page, one this side we started with a super slope and this side of the lakes are typically more prone to the erosion on the bank side as the water level fluctuates up and down if you have wind with wave actions on it. Then these tend to slough off down to the bottom of the lake from this end here and create the cuts in the banks that we see on some of the other lakes. Now from an engineering perspective, this area in blue here is the top foot or two of the lake that we use for the irrigation. That is the only area of the lake that we draw water out for irrigation. When the water starts getting lower than a couple feet, we fill it up again with reclaimed water. In this area it is the portion of the lake that has an irrigation use. When erosion happens and it starts filling this up, it really doesn't affect our watering irrigation that we are using here on a daily basis. Above this blue line for a couple of feet is a different function. It is our stormwater, our retention so when we have a large storm and all the subdivision drains into these lakes one way or another through the roads, through the backyards, through the golf courses they fill up with water two or three feet and then it discharges out to a main canal that we have. So, for a stormwater facility, again the volume that we use is the water above the water table. Again, whatever water we lose down here does not necessarily affect our ability to manage the stormwater from an engineering perspective it's functioning in this narrow band and if we gain a little

on the bank here on this side, well maybe we gain a little bit more on irrigation storage but not considerably. Again, if we deposit in here and we lose a little bit of that area, there again relative to the lake it is not a very significant portion. The question that Bob has been asking is do we know if we at this line or if that line currently does something like this because it has filled up with sediment. I guess Bob that is your question right. How many points along here do we need to get to know what the bottom is?

Mr. Pietrangelo: Ultimately, we need to know if we should dredge it and what that is going to cost.

Mr. Reis: If we are going to reform this, the survey is going to tell us how much of that bank needs to be reformed. Is it all here at the bottom or is some of it been blown away because we are constantly dumping water out into the canal. The material can come from here. It can come from outside to dredge that. A lot of times they will dredge this material through here. Right now, what we are proposing to do is get cross sections of these areas only about ten feet past the water level to determine how much, what is the extent of the erosion that we have out there.

Mr. Hallac: Can't you put somebody in a boat or canoe and they take a stick, in a typical lake maybe 50 types of measurements and see what we have? It seems to me that it would be not only expensive but I think that liner is going to get a hole in it. Then we are going to get into where we have to put a new liner in and that is going to be very expensive. My gut feeling tells me is to really start to shore up those banks by bringing the water to where the level should be at, shore up those banks much better and then move on.

Mr. Lyons: You use a sounder right to determine the depth of the water?

Mr. Pietrangelo: How would they determine the depth at a given point?

Mr. Reis: They would have a blowup with the GPS system. We can bring some of this material back up to the bank but remember that there is a lot of land here and I assume that they are regrading a lot of the golf course and doing some major renovations. We have a lot of dirt here that we can use for that too that doesn't involve getting close to our liner.

Mr. Pietrangelo: I am trying to get to the feel of it here. We are talking about doing measurements both in terms of the perimeter of the lake and the depth of the lake. In

order to do it in a reasonable fashion we are describing what that process is going to be and what it is going to cost us.

Mr. Bladen: Well Bowman gave us a proposal to do all the lakes, all 15 lakes. It is \$27,000. I asked them to break the practice area which is the three lakes and that is \$5,154.

Mr. Pietrangelo: My question is from a legal standpoint and our own obligations is that survey process going to give us the information that we need for both the banks and the depth. If it is then we are ok.

Mr. Bladen: What I asked them to do was to take cross sections shots so many shots on each of the three lakes which would give us the lake bank. We would go to the worst areas that are visible and we could take cross sections starting ten feet or fifteen feet up the bank and work our way ten feet into the water to see where it changes and how much has sloughed off. The other thing is we also talked about taking two or three shots actually in the bottom of the lake so we can tell how much sediment has deposited there. That was the proposal from them.

Mr. Reis: Bob you brought this point up and it is a reasonable question when we take just three shots or two shots in smaller lakes, is that enough to get an idea of this profile and we certainly can get as many points as we want just understanding that it costs more. We are not sure what the budget is for this analysis.

Mr. Pietrangelo: Is that going to give us sufficient data for us to do the work we need to do?

Mr. Reis: Well what is the work you need to do?

Mr. Pietrangelo: Do we need to dredge? Do we need to profile the banks?

Mr. Reis: Is dredging the bottom of this going to improve the CDD function of the lakes, no. Is it going to be source of material maybe that we can use to beautify the banks, the golf course banks, possibly?

Mr. Lyons: Bob I would recommend that we have a presentation to the Old Palm Golf Club Board so they understand this. I was told that the Board was taking heat moving too fast so I am not sure if they have backed up the practice facility but I know they backed up the golf course. I was told it may be 2022 now, not 2021, so we need to be in sync with them. We don't need to spend any money right now if nothing is going to happen.

Mr. Reis: We surely have the technology to get a very good bottom profile of every lake.

Mr. Pietrangelo: Within these budgets we are talking about?

Mr. Reis: No.

Mr. Lyons: That would be a lot.

Mr. Bladen: When we started out, the engineers and surveying, and we walked and roughly said to them where do we stand and we hadn't put anything on paper. He said we are probably close to \$100,000 in surveying to do all 15 lakes and that is taking shots every 50 – 75 feet. I said to him to me that seems pretty excessive. What we need to do is get a feel as to where we stand right now. We are moving in the studio, give me a proposal to do that but let's back off on the number of shots everywhere so that is how we arrived at the \$27,000 and the \$5,000 to do the three lakes.

Mr. Pietrangelo: I appreciate that. You were trying to be practical about it. I keep coming back to my point. From a construction standpoint, dredging it and redoing the banks is that going to be sufficient?

Mr. Bladen: But if there are areas that don't even have to be done, let me take it one step further. You could find out how much silt sedimentation has deposited on the bottom and make an attempt to use that to fix the lake bank. You could turn around and haul material in and disperse it along the lake bank. Then in a manner whether it is using a sock application or pushing it into the water you could do it that way. You could then turn around or if they are redoing the golf course and they are deciding to change the grasses on the golf course which I believe they are, you could turn around, I have talked to this with Harry Bowers, you could turn around and you scrape off the top six inches of everything that is out there. You dig a hole in the middle of the fairway. You bury the bad grass. You take whatever dirt was in the hole and now you line that around. It is a question of how they, the golf course, wants to handle it.

Mr. Pietrangelo: You are talking about the remedial action. I am saying for this \$5,200 and \$27,000, is that going to give us the data we need?

Mr. Bladen: What we are trying to do is the worst areas. In doing that I have had people come out and look. I had two companies come back, they are going to access how severe it is and come up with a program. Typically, other golf courses that have

done this do not do it all in one shot. They do it in sections and a priority because it is easy to do. Now, that is what I have asked them to do and put a number to it.

Mr. Pietrangelo: So, we don't have the survey plan in place yet.

Mr. Bladen: That is correct.

Mr. Lyons: I think we need to meet with the club. This is their problem. We have a contract with the club all those years. We sent it to them that the HOA was responsible for managing our assets. Obviously, they didn't. They turned around and outsourced it to the club. We could never follow the money. The responsibility is either the HOA or the golf club in maintaining our assets that they have been maintaining.

Mr. Pietrangelo: The starting point though is what needs to be done. In order to determine that is the survey. Is the survey our responsibility or the HOA?

Mr. Lyons: If we had a joint meeting, we could work that out, do a presentation, talk to those folks and say we want you to pay for this.

Mr. Hallac: I am confused, I thought the CDD owns these lakes.

Mr. Lyons: We outsource the maintenance to the HOA.

Mr. Hallac: I thought the Non-Ad Valorem taxes for the maintenance of the lakes and some of the CDD, no?

Mr. Lyons: No.

Mr. Hernandez: It just started in January of last year before that there was an agreement with the Foundation that the Foundation was taking care of all the maintenance.

Mr. Hallac: Of the lakes?

Mr. Hernandez: Everything related to maintenance.

Mr. Bladen: When you say lakes, where does that start and where does that stop? We are talking, as Oats said, the lake basically is a tract line that was platted and the water source. From that water line, or that hard black line that he is talking about up the hill to the golf course belonged to the golf course. Over the years it is their responsibility I would think.

Mr. Hallac: So is it our responsibility to build up the sides of the lakes or their responsibility?

Mr. Reis: Their responsibility.

Mr. Hallac: So basically, they are responsible for the whole thing, am I correct?

Mr. Pietrangelo: It keeps coming back to this one point. Whose responsibility is it to draw the lines? Is it ours? \$5,200 is not a lot of money to do the practice area, tell us where it's supposed to be. Now we say ok, it has to be fixed, whose responsibility?

Mr. Bladen: According to Oats it doesn't matter to us whether the banks are fixed or not, correct?

Mr. Hallac: It sounds that way.

Mr. Bladen: The golf course has one esthetic issue. They have a liability issue. They have irrigation pipe hanging four or five feet out in the water where it has eroded away.

Mr. Lyons: Can we give them the lakes? That is one of the biggest liabilities in the club is a kid drowning in the lakes. I thought we were eventually going to assign all the assets over to them.

Mr. Hernandez: As it gets to be paid off it could be considered.

Mr. Hallac: The discussion about putting where the lakes are, the area and basically seeing how deep the sludge is in the lake is really a waste of our time to discuss if it is really the responsibility of the club to take care of it, am I correct?

Mr. Pietrangelo: I am not so sure about that. If there is a problem, they should fix it, but whose responsibility is it to define the problem if there is one?

Mr. Lyons: Probably us.

Mr. Pietrangelo: That is what I am saying. It comes back to we should be doing the survey at least in the practice. Tell them where the line should be. If it needs to be dredged, we should do it. Now we know what action we need to take. If the banks need to be fixed we can tell them where the line should be. We ask the club to take care of that. Then we go to the next step is to make a suggestion as to how it should be done so this doesn't happen again.

Mr. Reis: My idea on the dredging and this is just my personal opinion, is that we have a very expensive liner at the bottom, and we are going to use that dredge material as source of material to reconstruct the bank. There is a big risk of doing it that way.

Mr. Lyons: And that is the only reason we would dredge.

Mr. Hallac: I think we should leave it alone.

Mr. Reis: We can get material from other sources.

Mr. Pietrangelo: You are implying that is not an issue.

Mr. Reis: If it is only a foot deep in the middle of the lake then that might be a problem but it doesn't appear to be that way.

Mr. Bladen: If there is sediment that has covered up the end of our storm drainage pipes, that needs to be removed. That would be our responsibility too. Other than that, the sediment on the bottom of the lake doesn't affect us one bit. It doesn't affect drainage. We have a four foot cover on the liner.

Mr. Pietrangelo: The depth of the lakes has come up as an issue.

(At this point in the meeting there was static on the audio recording making the Board members statements inaudible)

Mr. Bladen: That is a Bio-Zyme and I think over time it blew out. It is supposed to be circular where it retains the water from the storm and then filters through the plants.

Mr. Lyons: The HOA should have been staying on top of that stuff. The HOA paid the club \$400,000 a year to manage our assets. Now we took some of it back. They have reduced it. We could never get an accounting to show us the invoices.

Mr. Hallac: Was this ever brought up?

Mr. Capko: But as of yet, the CDD is not part of that litigation.

Mr. Lyons: Yes, and the club already settled on that case.

Mr. Pietrangelo: And the one that needs to solve it for us will be the club.

Mr. Lyons: Yes. Before we move forward why don't we meet with the golf club committee and maybe bring in the designer and have a discussion and see where it goes from there.

(At this point in the meeting there was static on the audio recording making the Board members statements inaudible)

Mr. Bladen: The intent working with the engineers is to satisfy that question is how bad are we and how much has it eroded. We would go back to certain areas that visibly look like that and those would be the bad areas we would take shots of.

Mr. Lyons: They should be involved in it. Once we determine where the problem areas are, it is their responsibility to repair it.

(At this point in the meeting there was static on the audio recording making the Board members statements inaudible)

Mr. Lyons: We have some problems on 4, 5 and 6 that I am concerned about. There are birds nesting in there. We should probably jump on that.

Mr. Pietrangelo: Do you want to delay the decision on the practice facility?

Mr. Lyons: I think we should go ahead on the practice facility and then have a conversation with those. We should ask the club to get on 4, 6 and 7 right now.

Mr. Pietrangelo: What needs to be done there?

Mr. Lyons: You need to muck it out.

Mr. Bladen: My direction immediately was to do the three lakes. We can go back down there and take some shots on those areas that seem to be a priority to you.

Mr. Lyons: They are designing the golf course and working on the golf course. They are working on selecting the company to do it. I would imagine the environmentalists would be involved so this thing gets a little complicated. That is why I really think we need to sit down with the club and discuss these things.

Mr. Pietrangelo: I agree with you. My question is do we do it before or after we define the problem?

Mr. Reis: You want to do six lakes instead of three now?

Mr. Hernandez: I think that the three will give an indication as to where they were moving. At least it will let us go ahead and test the water and see how far that problem is that we have there.

Mr. Bladen: That is what I explained to the engineers. I need to get a feel is this enough or do we then move forward, we need to do more. I have to get off first base.

Mr. Lyons: I think it is important that Oats works with their engineers.

Mr. Hernandez: Let me just get what is being said and try to present it. The part that needs to be kept in mind for all the Supervisors is that unfortunately we need to be dealing with limitations by Florida Statutes. What that means is that you only have the

powers that you have at the time we are in a public advertised meeting. Once we terminate the meeting, you have no powers. Therefore, there are certain matters that we need to kind of anticipate to be able to move forward with this. Not knowing specifically if it is going to make sense for the District at this point doing the search on the practice course or not, at least we know that it is going to be somewhere around \$5,200 more or less. The part that I am going to be suggesting is if the Board would be comfortable authorizing a survey to be done in a not to exceed \$5,200 so that the staff can go speak to the club and if they are going to be moving in the direction that we are being told, we will have the ability to move forward. If they have changed, as long as it is within the \$5,200 we will be able to do so. The part that I don't want to do is wait another month so that we can authorize. My suggestion to the Board is for the Board to consider authorizing a not to exceed \$5,200 to survey the lakes.

On MOTION by Mr. Pietrangelo seconded by Mr. Lyons with all in favor authorizing a not to exceed amount of \$5,200 to survey the lakes to determine what needs to be done was approved.

Mr. Hernandez: The next part and following the part of what you are saying is what needs to be kept in mind is that we are tied up by Statutes, how we can do this so that we can have the meetings. One of the suggestions that I have for this group is that we need to start having workshops and the difference from the workshop and the regular meeting is that the Board is not going to be taking actions. It is just going to be discussing amongst themselves and whoever else is attending the meeting what is taking place. No actions will be taken. It is just to know which direction we are moving. You can invite individuals from the golf course. My suggestion is do it at the time we are having a workshop. All that we need to do is carry some minutes of what took place. It gives a little flexibility as to how we discuss matters. My suggestion to the Board is to start now having workshops, as many as needed and we will continue to have the meeting in compliance with the rules and regulations. If we need don't need to have our attorney, he may skip those meetings. If we need to bring any professionals, we will have the ability to do so. That is one of the items I wanted to put in all the Supervisors heads.

Mr. Capko: Remember that you can't take any actions at a workshop.

Mr. Hernandez: That is part of the relief that is going to be giving you. You are going to be just dreaming and when it comes back to the meeting it will be for those particular actions. For instance, what he means is, is six lakes enough or do we need to be having 10? That is not an action from the Board, that is just direction to the staff. You will not be able to at a workshop meeting say, oh let's pay Oats \$10,000 to do the survey. That part cannot be done but having the staff going to check how much it would be costing something that is being discussed, there is no limit whatsoever. Part of what I get to be seeing and hearing from Supervisors all the time is that yes, we need to discuss this amongst ourselves but we are tied up with the meeting. Let's make that relief that you will be able to communicate not only with the individuals that are Supervisors but anyone else that is coming.

Mr. Lyons: So, in a workshop all of us can be there?

Mr. Hernandez: Yes, in a workshop.

Mr. Capko: It an advertised meeting.

Mr. Lyons: Oh, workshops are advertised.

Mr. Hernandez: I will still be keeping the recorder so if anyone wants to listen to what is being said it will be kept. I will attend those or someone from my office if I cannot make it will be taking notes so that there is a summary of what is being discussed will be kept. No record will be specifically being taken as to what is being discussed.

Mr. Capko: I think one of the reasons Luis is recommending this is that unfortunately for some purposes they have historically provided verbatim minutes which are not required. Some Districts will have very brief summaries. You have to keep the recording of the meeting and somebody may request that but not all Districts have verbatim and I think Luis figures that without that, people might be more comfortable. I don't know, that is a question for the Board.

Mr. Lyons: I think so.

Mr. Hernandez: Not only that, unfortunately it could be misused. For instance, and just to provide you with an example, it is often not in this District but in other Districts that I am the manager they get to be discussing are we going to be doing a playground for kids or not. It is just a question and a dream. Three or four months later someone will

come and say, oh, but you said you were going to be making a playground. Now what was an idea gets to be becoming an obligation. That is the bad part that sometimes verbatim minutes get to be affected. It does provide the benefit that what was being said anyone can come and research it so you are just creating a book of what has taken place.

Mr. Pietrangelo: Does it make sense for us to suspend use of verbatim meeting minutes?

Mr. Hernandez: Not from the legal point because for that reason we have an attorney. From the manager's side based on all the legal matters that are taking place, I would be finding that to be not convenient for the District to do so. If a year from now when everything in the legal matters has been resolved and the Board chooses to change, I would have no problem. Right now, it could be perceived as a manipulation of what is actually taking place.

Mr. Pietrangelo: Let's summarize this and then I would like to introduce another subject if I could. So, we are agreeing to spend the \$5,200 pending a discussion with the club.

Mr. Hernandez: That is correct sir.

Mr. Pietrangelo: Let me introduce another subject. We have lawsuits going on and we are being asked to listen to some of the issues. How do we protect the client privilege and still do it in our meetings?

Mr. Hernandez: I can tell you the portion from the management side and Bill will be more than happy to take it from the legal part. Unfortunately, the District as of yet is not part of that litigation. If the District was to be named in the litigation process then the District will be able to take certain action. Not only that and it moves a little bit further that we need to be really concerned with technically the matter could come and get the District involved so we need to and Supervisors need to be extremely cautious to what information is being passed onto you in a sense that Florida Sunshine rules and regulations prevents Supervisors for providing opinions outside of a public meeting.

Mr. Pietrangelo: Let me be more specific. With that thought in mind I am going to be very careful of what I say. There is a disagreement on the condition of our wall. Some of us think it is ok, some of us think it is not ok. The condition of the wall is apparently part of the lawsuit. It would be a shame if in fact it is determined that there is something

wrong with the wall that they take our minutes, well you said there wasn't anything wrong with the walls. How do we have a discussion to get through that issue without prejudicing our case?

Mr. Capko: I am not sure any discussion here can resolve that issue. If it is somebody's opinion that there is serious damage to the wall and somebody else disagrees with that, I don't know if there is a way other than asking the wall expert that we already hired that came in and said no it was the best wall he had ever seen in South Florida. Having somebody like that come in and then do another inspection wall structural. Then they have that information presented to everybody on the Board at the same time. Maybe that changes somebody's opinion one way or the other.

Mr. Hallac: Luis, didn't you get that you had to forward a lot of paperwork to both lawyers, both sides and one side?

Mr. Hernandez: One side is the one who has contacted the District requesting public records. The public records required for the District to provide them with some specific information. Many of the questions the District cannot answer in the way how the question was written but what the District ended up doing is we provided them with all the emails that the District has had for the 14 to 16 years of existence. We provided them with, they needed to know what the assets of the District are so what we provided them with is the methodology report that indicates what were the improvements that the District was going to be making. The part that they were asking is how we can determine what the assets of the District are. The response to it is that other than the methodology the District doesn't have any further information. That is more or less in summary what has been taken that has been asked from the District. The concern comes and is the part that we are trying to define how to protect the interest for the battle that is taking place is that in fact it has been said through the emails back and forth some people in favor of the wall that there is nothing wrong with it. There have been other emails saying yes, there is something wrong. That is the concern from Mr. Pietrangelo is how that could be misused and is there anything that we can do about it. Based on Mr. Capko's response is that it is someone's opinion, we can do nothing about anyone's opinion.

Mr. Hallac: Two issues though. On the wall we had to actually go and seal a lot of the caps etc. that apparently hadn't been done for years. It seems to me that since the

maintenance was really not being done on the inside of the wall which then can affect the top and also the outside of the wall, it is not one wall, it has consequences. Therefore, it seems to me that we should possibly, and I am not a lawyer, join the litigation because of some of the problems that have been occurring by the developer not really taking care of that. Secondly coming to the lakes. There are sides of the lake that are falling in etc. It seems to me that also that should be also pointing the litigation against the developer since obviously there was no maintenance being done. It gets very confusing quite honestly. I am having a tough time following it but it is not making sense anymore unless we join this litigation maybe or maybe not, I don't know. I think we need to hear from Bill. The other thing if I remember correctly also at the last meeting or the meeting before that, I think you were supposed to talk to the lawyer.

Mr. Capko: It goes back like six or eight months ago when Mr. Riley said he was immediately going to have his lawyer contact me. That didn't happen then. Then the subsequent meeting, at the last meeting his lawyer did give me a call. I gave him basic information, explained to him what had been going on and what public records request we had and that I was available to discuss it any further.

Mr. Lyons: Who requested the public records?

Mr. Capko: The lawyer from White & Case.

Mr. Pietrangelo: The other part of this is that we were being asked to provide a representative to the HOA to present our position regarding our assets. Then we are being told that information that is generated can't be shared with us because of attorney client privilege.

Mr. Hernandez: Not only that, everything that you have said needs to be carefully discussed and whomever is part of that conversation needs to be getting the direction from Bill. Number one, once we close the meeting, all the Supervisors are back to being a resident of the Old Palm Community. You have no power whatsoever so for someone to come and say the Board is going to be voting this direction, that person is thinking or providing what his thoughts are, it doesn't mean that he or she will have the ability to speak for the group. The only time when the Supervisors have any power is at a public meeting that has been advertised as a public meeting and that records are being kept. If those three requirements haven't been met, someone else is speaking for the Board and

the Board only has power at that time. The cleanest and easiest way for me to show that to you is imagine a city that is trying to define if a project is going to be taking place or not, each one of the commissioners will be approached individually and they will be getting to be hearing the different sides of the story and when they come to the hearing based on what they have heard, they will be moving one direction or the other. If they need additional information, they will be asking the city staff what they are missing. They will be discussing among themselves how is it that they feel that it needs to be done but no one can come from the city and say the city is going to be voting this way. That is the part you need to be saying to yourselves.

Ms. Pinho: What I am not clear on is how do we take action? What you described is we can respond to someone taking action against us but I don't know how we, as a CDD, for example if we thought we needed to join the lawsuit, how do we do that?

Mr. Capko: You would direct us to do that, or to give you the options for doing that.

Mr. Lyons: How do you evaluate that?

Mr. Capko: Number one, I would have to go through the pleadings since day one, none of which I have ever seen.

Mr. Lyons: Right, but we don't know enough about it.

Mr. Hernandez: No.

Mr. Hallac: If you look at the walls and the lakes it seems to me that we already have some problems with it.

Mr. Lyons: But, we outsourced that. We have a document saying that we outsourced it to the HOA. I keep going back and saying it is the HOA's responsibility. If they want to sue, go ahead and the club already settled.

Mr. Hallac: You may be right but excuse me, but we paid out of own fund out of the CDD to take care of the wall, am I correct?

Mr. Lyons: This time around, yes.

Mr. Hernandez: Last year yes, and that is why some painting has been taking place, some fixing and maintenance of the wall has been provided. What was being done prior to the amount of funds that was allocated for any of those costs I am not aware of it. Based on what I hear, no one can come back and specifically say what amount was being set for it and used for it.

Mr. Hallac: Do we have a case at all regarding let's say, getting back the money that we have spent or don't we because really it is not there?

Mr. Capko: No, if I had thought that there was substantial damage to the CDD that was provable and knew exactly, we would have a good chance to proceed, we would have recommended instituting our own lawsuit.

Mr. Lyons: That is why we had the engineers look at it.

Mr. Capko: Right.

(Mr. Lyons was speaking but there was static on the recording, so his statements were inaudible)

Mr. Capko: We wouldn't be able to just throw ourselves into the middle. We would have to file our own litigation, and then it might get joined by the judge but I don't see an entry for us into their litigation.

Mr. Pietrangelo: From my standpoint I don't see that the issues rise to the level of creating a lawsuit.

Mr. Lyons: I don't know enough about it to draw that conclusion.

Mr. Hallac: I don't know enough either but my gut feeling tells me the fact that we have two estimates that are high because that caused to damage to the wall, and we have one that is not that high because we really don't have much damage. Now does that mean we have to bring another? My feeling would be, personally, to really be extra careful and view because at the end of the day we see that there is no damage, that part of the wall is probably going to be taken out, the HOA is not going to win on that part. I don't think so. I am not trying to really have a lawsuit for the HOA, I am trying to have a lawsuit for the CDD. It seems to me that I am not so sure that they are not somewhat responsible in terms of their maintenance program in terms of what they had to do.

Mr. Lyons: Here is the problem with the lakes. The golf club did not maintain the banks. They settled. There is nothing there. I just think we are down to the wall and we have to decide what to do. As soon as you have a workshop, everybody in the world knows about it.

Mr. Hallac: How expensive is it to get another estimate? It is ridiculous.

Mr. Hernandez: Around \$10,000 is what it cost last time for the engineer to come and inspect the wall.

Mr. Lyons: The expert?

Mr. Hernandez: Yes.

Mr. Hallac: Is that the guy that looked at it already?

Mr. Hernandez: We could go and try to find another one, is that what you want us to do?

Mr. Lyons: We had the engineers that built this place. We don't, I don't have any expertise in that area so I don't know if those were realistic numbers or not but they were big numbers. Then the second time around we hired another set of engineers and we put it out to bid. I think you were involved in the bidding on that or was it the other guy? Then we had an engineer because we were weighing out whether we would be involved in the lawsuit or not. There is so many different opinions. They are claiming that there are footings problems, there is this and that. So that is the dilemma we are in and we are getting pressed. We have to be careful. I walked in here and I got cornered and they said we want you to make a motion in your meeting today which we could do that, we are going to look into it.

Mr. Pietrangelo: Motion to what?

Mr. Lyons: To further explore whether we want to be involved or not.

Mr. Hernandez: At this point the best suggestion I could have is ask them to approach our attorney. He will know how to quantify and identify what is being given and then staff can guide the process in a way that we can present to you without affecting you individually. If anyone gets to be telling you and one of the parts I want to remind you if you are being asked and there is another Supervisor around, you can hear everything that is being said. The part that will be creating a problem is expressing your opinion while other Supervisors are around. The first part is no matter what the subject is, send it over to staff. They need to be talking to staff.

Mr. Pietrangelo: Another issue is the HOA is asking us to move our meeting time to the morning to facilitate them attending our meeting.

Mr. Hernandez: It is funny that you are saying that because in the agenda we do have a line item specifically for that. Staff has already overseen that. The time doesn't

seem to be working well and as I have always said, we will work it for the day and time that works for the Board. That's what we will do.

Mr. Hallac: Going back to what you said before regarding the lawyer, maybe that is what we should do, have the lawyers talk to each other.

Mr. Capko: I said I did receive one call. I haven't heard back from him.

(At this point in the meeting there was static on the audio recording making the Board members statements inaudible)

Mr. Capko: Right now, I am a little hesitant, right now to spend your money twice by having CDD legal bills for this issue and then you getting hit with HOA also.

Mr. Hernandez: The part that the Board needs to understand, normally the only individuals that the part of your direction doesn't get to be affected is Lee and myself. Both of our companies, we have a lump sum fee that you are paying us. The other professionals as they get to be asked to be doing certain things, there is going to be a charge. Usually they are extremely cautious. When people from the HOA start telling me that they are going to be calling the engineer, you can call him but if it is going to be related to Old Palm it needs to be something that the Board has authorized. If you want to call him to find out it will be for the HOA, that is no problem, but no one from the HOA can call and say, Oats I need you to go and do this inspection of the lake. If the Board wants to direct anyone from the staff to do anything but they will not respond unless the Board has authorized.

Mr. Hallac: Can the HOA call Bill and discuss things with him?

(At this point in the meeting there was static on the audio recording making the Board members statements inaudible)

Mr. Hernandez: That is a statement that has been given, unfortunately for court that doesn't help. When you are going to be going in front of the judge, what helps is the proof that you have the data. There are no paper or documents that have been signed showing that. So far what I have been able to do is pull the information. The part that I can say in rough numbers is that the District has spent \$1.4 million in the construction of

the wall. Whether that paid for the bottom part, the top part, the outside part, I don't know. The part is whomever gets to have if anyone has the total cost of the wall, we will be able to define what is being said.

(At this point in the meeting there was static on the audio recording making the Board members statements inaudible)

Mr. Pietrangelo: We have been asking this same question forever.

Mr. Hernandez: Yes.

Mr. Capko: Well Luis has been taking the further step recently of going through and getting the original requisitions.

Mr. Hernandez: They came to me yesterday, I was explaining it is huge. It will be describing the specific invoices of everything that has been paid for the wall. Once again it is going to be proven the \$1.4 million spent.

Mr. Pietrangelo: We are getting embossed in minutia, but what we need is a written opinion if you will saying based on the information that we have, this is the situation.

Mr. Lyons: I think you have to go through the documents. Did you go through the bonds?

Mr. Hernandez: When the bonds were issued, the first payment which was requisition 1 was \$21,000,000 within those was \$1.4 million for the wall. The requisition has come to my office. What I need to do is physically go and search to prove everything that is related to the wall and then I will be able to start showing, once again the minutia I agree with you but by going through the process is the only way we can get to the answer.

Mr. Pietrangelo: I am not dismissing the fact you need to dig into the details. I am saying, can you provide that information to Bill and have Bill make a definitive statement?

Mr. Hernandez: Certainly, as soon as I have it, he will have it.

Mr. Hallac: Don't you think it is Clarion that bought WCI?

Mr. Lyons: No.

Mr. Hallac: Don't you think that they have all this paperwork?

Mr. Capko: They should. Whether or not they had an obligation to keep it.

Mr. Hallac: Maybe we should see if we can get that information from them.

Mr. Lyons: I don't think we should even talk about it right now.

Mr. Hernandez: Yes, it is opening doors to ideas to what is taking place.

Mr. Pietrangelo: Can we ask you and Bill to come up with a definitive statement on the ownership of the wall?

Mr. Hernandez: We will continue working on it yes sir. Since the first time that the question was made Bill and I have been working on it. The part that is making it extremely difficult on our side is that there is no title to the wall. Other than doing research as the one that we have been doing is going to be helping us to answer the question. I don't even know if we will be able to provide the Board with a definitive answer further than what is the funds that the District has invested in the existing wall.

Mr. Lyons: So, you don't know if WCI paid for half the wall?

Mr. Hernandez: I have no record whatsoever.

Mr. Lyons: You would think they would have a record.

Mr. Hernandez: Correct.

Mr. Hallac: Luis do other communities that have a CDD like a wall and some other stuff there, do you know if our CDD follows the same guidelines as the other CDD's?

Mr. Hernandez: It is similar in the way how the allocations has been made and the use of the funds.

Mr. Hallac: Can we find out, it might be an indirect way if let's say another community has a wall and find out exactly who owns the wall. It is half the wall? Is it the HOA? That might be worthwhile.

Mr. Hernandez: I already researched the one that GMS manages. After this wall was being built, most of the walls have been done by the state. You have for instance everything in South Florida now when you have the Turnpike right next to you, it is the state that comes and builds the wall. Bigger communities, what they have is walls that have been approved by the state. It is not even the CDD, the one that has to finance them.

Mr. Hallac: After 2004, is that what you are saying?

Mr. Hernandez: Yes.

Mr. Lyons: Sound barriers.

Mr. Capko: It is not a security wall. I would think it would be very rare that the CDD would be the one who is paying for the security wall.

Mr. Hallac: Oh really?

Mr. Capko: Because that is not a function of the CDD and that is why they had to be very careful when the question came up about maintenance. It wasn't as important who owned it as much as we shouldn't be paying for the interior maintenance of the wall because that is part of the area that now we would in theory have to make open to the public.

Mr. Hallac: Is it possible then that the outside of the wall is really not the CDD's responsibility in this case.

Mr. Lyons: I think we should table it for now.

Mr. Hernandez: The problem is we are just circling an item that we are speculating. We are speculating and that is the part that anyone could misunderstand where our thoughts are. The part I believe that the guidance that we are receiving at this time makes sense is limit ourselves to facts. The fact is that we don't have the answers. If the wall is in a good condition or bad condition, the District doesn't really know. All we know is that we have paid professionals to come provide us with the report and that is as much as the CDD knows. Those are the facts. While we wait for Lee who has most of this stuff let's move on a little bit further.

B. Attorney

C. CDD Manager

1) Discussion Regarding Workshops and District Meeting Time

2) Discussion Regarding District's Income Statement *(to be provided under different format)*

Mr. Hernandez: The discussion about the workshops, it has already been started. Having a different meeting time and date is for the Board, for what the Board believes needs to be done. I just want you amongst yourselves to guide me what would work for you so that we move the meeting day and time if that is the case.

Mr. Pietrangelo: I am suggesting the same day.

Mr. Hernandez: Ok, so just the same but in the morning. I saw something when I came this morning that they were doing the HOA in the morning. I lied to you, that was the architectural review and it is tomorrow. My mistake.

Mr. Hallac: I can't do it Tuesday or Thursday in the morning. If you make it another day, Wednesday or Monday, that is fine.

Mr. Pietrangelo: I don't know how that is going to line up with what we are trying to accomplish with the HOA.

Mr. Hernandez: What we are trying to accomplish is so it is on the same day so that they already know that they are going to be in town. They can do it at the CDD in the morning so that they can attend and at the same time keeping the relief that if anyone from the CDD wants to attend to the one in the afternoon, there is not going to be a conflict per se. With that being said, it is really up to the Board.

Mr. Hallac: The question is why does it have to be on the same day? That is what I am trying to say.

Mr. Hernandez: What I understand is that we have individuals that are using that day already for being here in the community. We have several individuals that do not reside full time in this area or they have other business that keeps them busy. They have already said to be on the third Thursday of each month that they come and the part that they are asking is if they know that they need to come in the morning since they are already here, they will come to the CDD meeting and then they can attend the HOA meeting. That is part of keeping it on the same day.

Mr. Hallac: If I am correct, didn't we have a couple of people that came like Pat Riley and a couple other people that came to our meetings.

Mr. Hernandez: They have attended because the HOA meeting was cancelled. Right now, today we have a meeting going at the same time in another area of the club.

Mr. Lyons: They would like to come to our meeting and I would like to go to their meeting.

Mr. Hallac: Bob did you say you want it on Thursday at 10:00? Can we make it earlier at 9:00?

Mr. Hernandez: I have no problem. Whatever time works for the Board?

Mr. Lyons: I don't have a problem.

Mr. Hallac: It would be better for me because then if it is an hour and half, then I can go to my class. That would be great. That would be fine. If it is ok with everybody.

Ms. Pinho: That is fine.

Mr. Hernandez: We will be revising, I will just be needing to have a motion authorizing to revise the District schedule for the third Thursday of each month and now

the meetings will be taken at 9:00 a.m. The next meeting that we are going to have will be on March 19th at 9:00 a.m. By saying "so moved" you will authorize the District to advertise for it.

On MOTION by Mr. Pietrangelo seconded by Ms. Pinho with all favor authorizing staff to revise and readvertise the Meeting Schedule to be held on the third Thursday of the month at 9:00 a.m. was approved.

Mr. Hernandez: Lee, can you just enlighten us with your report?

Mr. Bladen: Before you have a proposal from Suncoast Stone to fix the four or five areas that are, I think even during construction were never fixed. They were the original contractor that built and did the precast work on the wall. You have a proposal for \$2,335 to repair those areas. They have the forms.

Mr. Pietrangelo: The repairs where they didn't finish stuccoing it?

Mr. Bladen: No, you have pictures that show that the cap is missing on some of the columns, it is missing a piece. They never went back and fixed the actual cap. What I am saying is there is four or five of those. There is one cap that for some reason is cocked a little bit and needs to be adjusted. You are looking at \$2,335 to fix those.

Mr. Hallac: I presume they are going to caulk around the perimeter when they put the caps back on.

Mr. Bladen: Oh yes. They are the same company that did a lot of precast on the houses. They just finished the fountain and did the top of the fountain. They have been here for many years.

Mr. Hernandez: At this point authorizing to spend \$2,400 for the repair will be in order.

On MOTION by Mr. Hallac seconded by Mr. Pietrangelo with all in favor accepting the proposal from Suncoast Stone in the amount of \$2,335 to make repairs in four or five areas was approved.

Mr. Bladen: As you move along and drive up Wild Orchid or Plantation you will see that our preserve is coming over the wall. It is affecting a lot of the coconuts on Plantation. There is a lot of areas on Wild Orchid where it is into the royal palms or it is on top of the wall. I got a proposal for \$2,200 from Perkins Tree to spend two or three days going along and cutting all that stuff off, grinding it up and hauling it off.

Mr. Pietrangelo: Maintaining a three foot opening.

Mr. Bladen: We have only done it in some of the areas but these are oak trees and everything else that are high up. You can walk underneath them. We have done the north wall and we did every place that we have painted. We have done some of the wall going down the Turnpike. There is a lot of areas. You have to get a ladder or pole saw.

Mr. Lyons: It sounds like a lack of maintenance to me.

Mr. Hallac: Is this the entire perimeter of the wall or just in those two areas?

Mr. Bladen: Just in those two areas.

Mr. Hallac: The rest is ok?

Mr. Hernandez: As we get to be moving along there will be more areas. What he gets to be doing is for those ones that at this time need it, that will be the cost to fix it.

Mr. Pietrangelo: It is my understanding we are supposed to maintain a three foot swath around the wall so we can maintain the wall. Is this encroaching in that area?

Mr. Bladen: No sir. It is above. You can walk under these branches. The wall is ten feet high. It is a ten foot wall in some places. These branches are coming from oak trees, palm trees that are hanging over the wall. What I am trying to do is cut them off at the wall. Some other time down the road other branches will come over but it hasn't been done in many years.

Mr. Hernandez: A motion authorizing the expense of \$2,200 as described would be in order.

On MOTION by Mr. Hallac seconded by Mr. Pietrangelo with all in favor accepting the proposal from Perkins Tree in an amount of \$2,200 to cut back material along Wild Orchid and Plantation was approved.

Mr. Bladen: As we have talked about, Hartzell Painting has completed the pressure cleaning at the north wall along Westwood Gardens. I have asked them also to give us a price to start out until we can move forward a little bit and have an idea where we are going to paint that wall. It is about 3,000 feet. It runs from 95 all along Westwood Gardens to Seacoast.

Mr. Lyons: Can anybody see it?

Mr. Bladen: We had complaints from Westwood Gardens about the pressure cleaning. Obviously, you could get by without painting the wall, just continually keep going back there and cleaning it up with pressure cleaning and chlorine and whatever.

Mr. Pietrangelo: Did the HOA clear up the vegetation?

Mr. Bladen: Yes, you can walk along the wall there. The problem arises is if we ever paint the inside of the wall which is some of our preserve, we are working now at clearing that three foot section. Quite a bit of it is done. Clearing the three foot section on the section on the inside of the wall.

Mr. Pietrangelo: Who is doing the clearing work?

Mr. Bladen: I have a company out of Stuart and Jupiter called Finish Line. They have been doing some of the work.

Mr. Hallac: This is 3,000 feet of wall where you had to pressure clean it?

Mr. Bladen: We did it already. It is done.

Mr. Hallac: How does it look?

Mr. Bladen: It is fine.

Mr. Lyons: Are they asking you to paint?

Mr. Bladen: Nobody has asked us to paint it. All they were concerned about was the same rust look that you see now on the inside, we had on the outside. All I was trying to do is was I have asked Hartzell to give me a price and then we can all talk about it.

Mr. Hallac: So, if they paint, would a year from now, will that rust show up again?

Mr. Bladen: Probably yes.

Mr. Pietrangelo: Do they put a barrier?

Mr. Bladen: They use a particular paint that it comes off much easier than the pressure cleaning almost with a hose. It has some sealer on it.

Mr. Pietrangelo: If that stain is coming from the inside.

Mr. Bladen: The stain is coming from the sprinklers that run on the outside of the wall.

Mr. Pietrangelo: Water is causing rust stains.

Mr. Bladen: It is coming from the irrigation.

Mr. Pietrangelo: I am surprised. It is the same water we are using at the houses and we are not getting any stains on the houses.

Mr. Bladen: What is interesting is the last time I was there the wall faces north and when you touched it, it was almost like it was bleeding water. It was wet. Now it was a question of whether the sun hadn't gotten there and dried off the dew but the whole length of it was wet.

Mr. Lyons: What time of day was that?

Mr. Bladen: 10:30 or 11:00. It could be just the dew hadn't burned off but again let's remember what we are doing. We are painting and we can just go back and do that. We are sealing the cap. The cap is porous so what is happening now and what we are finding is that water goes through that cap, runs down between the stucco. If we don't at least seal the cap we are going to have problems down the road with the stucco.

Mr. Lyons: We know we need to seal the cap.

Mr. Hallac: And we haven't sealed the cap?

Mr. Bladen: We've sealed the cap on everything that we have painted so far.

Mr. Hallac: So maybe what we should do is seal the cap first, let it dry off and then paint it.

Mr. Bladen: That is one of way of doing it, or we just pressure clean it for a while and seal the cap, just keep it pressure cleaned and clean. As long as we don't get a complaint from out there. That thing hadn't been cleaned in years.

Mr. Pietrangelo: At some point if you don't paint, that film is going to come off and create a mess. Painting is something we need to consider doing.

Mr. Lyons: Our engineering report said that painting was cosmetic.

Mr. Pietrangelo: It is to a point. If you wait long enough that thing is going to peel off.

Mr. Lyons: What is going to peel off?

Mr. Pietrangelo: The paint, it is an artificial barrier but if you paint over it, it will preserve it.

Mr. Bladen: Also, what we talked about, we switched the landscape companies. They went out and did an irrigation check on Central Boulevard and found over 30 something heads that are broken and never been repaired. Also, there are numerous pipe breaks along the median strip on Central Boulevard. Because of so many breaks there is no pressure on some of the sprinklers. We are working on that. I bought a radio because two of the pedestals that run a lot of Central are inside. They are what is called tube. We can monitor it from the outside using the radio. We should be able to do a lot better as far as maintaining it. The other one that we talked about earlier was the tiles at the end of the drainage. I have two areas, one is by #2 Green and one is behind the clubhouse between the clubhouse and 19th green. There are two areas that silt has piled up and covered up drain pipes and such. The diver, and I don't know any other way to do it, would be to go in with a sump pump, or any kind of float, and he sucks that material and blows it out and disperses on the bottom of the lake, or he can blow it back up on the lake bank. I think it is in our best interest to at least move this material away from the two storm drains that I know of. It is only going to cause problems. We are looking at \$4,200 to do that.

Mr. Hernandez: Does the Board want to consider to authorize expenditure of \$4,200 for the job as described?

Mr. Pietrangelo: Is this in the lake?

Mr. Bladen: Yes. Where you park by #2 Green, if you make the left hand turn, if you look into the water there is a pile of dirt.

Mr. Lyons: I saw that, I thought it was an animal or something.

Mr. Bladen: So, for \$4,200 he is going to clean that off the front. He is going to work his way up into the pipe and pump out what he can. The other thing that is important is right now we are operating month to month on our lake maintenance.

Mr. Hernandez: Before you move on to that, the \$4,200 was on the table, does the Board want to move with that? A motion would be appropriate authorizing the expenditure of the \$4,200 for the diver.

On MOTION by Mr. Pietrangelo seconded by Ms. Pinho with all in favor authorizing the diver to remove silt buildup on two storm drains in an amount of \$4,200 was approved.

Mr. Bladen: There are a couple other things that are important. One is, right now we are running month to month on our lake maintenance through Solitude. It is a \$1,835 expenditure. What we are looking to do is extend their yearly contract and get out of the month to month, then over a period of time reevaluate where we stand with them. Right now, we are operating month to month.

Mr. Hernandez: The main reason for the District to have a contract is to know exactly how much it is that we are going to be paying the company. As of right now, the District has a contract that expired but since they continue to bill us the same, the contract has continued the service and the cost. Although it is always good advice for the District to have an agreement that is going to be supporting the amount that we need to pay the vendor. If they want to make any changes, they need to come to us. Right now, we are in a month to month, what if they come and say, oh next month we are not coming. I would rather have a contract once and that is the reason why staff is coming and requesting the Board to authorize us to, we have already spoken to Solitude. They are willing to continue to do this service for the same amount of money. The advice and the request from the Board is to authorize the District to enter into an agreement that will continue for the same price and the services.

Mr. Lyons: And, what are they doing on the lakes?

Mr. Bladen: They go around the lakes and they treat for algae, for weeds, and that kind of stuff that are alligator weed, torpedo grass and anything else that is invasive.

Mr. Lyons: Do you think it is enough? I see a deterioration in some of those ponds.

Mr. Bladen: I think you are absolutely right, I think that we need to move forward with the understanding that at some point in time we will re-evaluate Solitude in the lake maintenance end, because there are other companies that one, don't use the copper. I have already gotten with Solitude about using copper. We need to move forward with that. There was a little objection only because it is more expensive using the other chemicals, copper is cheap, etc. etc. So, we need to get off square. Let's get move on with Solitude and then go back and rebid the lake maintenance because I'm not

comfortable either. We have had issues and I talked to Bob about it, they tore up the golf course trying to get too much, so on and so forth. At one point it was presented to me by the golf course that they didn't want any vehicles from the lake management people going and now you are talking about 3 gallon backpacks walking the lakes. The price would have been astronomical. We settled it up with the golf course about if they tear it up, they have to fix it at their expense, it's just stupid stuff.

Mr. Pietrangelo: Will this contract have a 30 day termination clause?

Mr. Hernandez: Yes, all of the District contracts have that clause.

Mr. Pietrangelo: They are going to stop using copper because I think that is fighting the bio-generator you are putting in.

Mr. Bladen: Yes right.

Mr. Hernandez: Does the Board want to consider making a motion authorizing to enter into an agreement with Solitude making sure that the 30 day termination clause is within that agreement and by making the motion authorizing the appropriate officials to execute that agreement at the same price.

Ms. Pinho: Is that the \$22,000 that is here?

Mr. Hernandez: \$22,000 a year, \$1,835 per month.

On MOTION by Mr. Hallac seconded by Ms. Pinho with all in favor authorizing staff to enter into an agreement with Solitude in an amount of \$22,000 per year for lake management was approved.

Mr. Bladen: The other one that comes about with Solitude is the preserve maintenance. When I went out and I priced Solitude and they came back with a contract where they kept the price the same but they eliminated some of the visits. What I tried to do, I went out and went back to AllState who had done a lot of work for us in years past. Then I went to another one called Aquatic Vegetation and went through it. The only thing that I can figure out how to manage this is the number of visits and the number of man hours on the property. I don't know any other way to do it. The bottom line is that you have Aquatic Vegetation and I think it was \$63,000 to do our 78 acres. It is almost a \$30,000 increase, and you are only looking at man hour-wise, you are probably only

looking at 250 – 260 man hours more. My recommendation I think AllState is low, I can go back to AllState and say you want to increase the number of man hour visits and see where that comes in or we go back with Solitude. Their presentation is 28 visits which equates to 1,008 man hours. What they would do is they would do three visits certain months of the year and two visits the other months, the growing months they would be here three times.

Mr. Hallac: Is that enough or not?

Mr. Bladen: Presently we are at 1,296 man hours on site. They are reducing their man hours 1,008. There is almost 300 man hours less for the same amount of price. My gut feeling tells me over time it is not enough. I think we need to either increase their visits and find out from them how we move forward.

Mr. Hallac: Have they done a good job?

Mr. Bladen: They have it pretty well cleaned up. There are some areas that presented a problem for us particularly over in the golf studio. The other thing that comes about and please let's remember there are certain areas throughout the development that the HOA owns and are treated and maintained as preserves. Amanda and I have been working to coordinate both of these contracts so that we try and get a better price. One of the areas is the Central Island on Old Palm Drive. That is called open tract space. It is not a preserve, it is an open tract space. We have always maintained it as a preserve. You come through the gate at PGA and it is the island in and out. You go into the tunnel on both sides those are open tract spaces. Those aren't preserve, but we have maintained as a preserve. It is a question of how the HOA wants to do it. My suggestion right now is to move forward with Solitude. Right now, we are behind the eight ball where we are not getting anything done.

Mr. Hallac: Did they do a better job than AllState in the past, is that why we switched?

Mr. Bladen: We switched because we had a property manager that worked for United that knew somebody from Solitude and she wanted to keep everything together. So, we went from AllState, dropped them, and we went to Solitude because they were doing the lakes.

Mr. Hallac: Were you happy with AllState?

Mr. Bladen: Yes.

Mr. Hallac: Did you say their price was lower?

Mr. Bladen: Their price is lower but they also have half the man hours.

Mr. Hallac: How about if we increased the man hours?

Mr. Bladen: Exactly, so I would like to go back to them and say look what is your number if you bring your man hours up.

Mr. Hallac: That is what I think we should do.

Ms. Pinho: Is there a benefit of having Solitude for both the lakes and the preserve?

Mr. Bladen: Only from a dollar standpoint.

Ms. Pinho: It just seems like you have more leverage if it's a bigger company.

Mr. Bladen: Exactly. I think if we were to work something out with AllState I think they would then come in and give the HOA a price for their 8 or 10 acres, whatever they have, so you would have AllState doing preserves. That is how it was done before.

Mr. Hernandez: What is your advice? You want to move to AllState or do you want to continue with Solitude?

Mr. Bladen: I think right now we need to sign the agreement with Solitude. I don't want to wait another month and not have any service at all. That would buy us some time to then go back and with a 30 day clause we would be able to move forward.

Mr. Hernandez: So, in other words you want to combine both services for the lake and preserves until you finish your evaluation.

Mr. Bladen: Correct.

Mr. Hernandez: The motion again would be then to ensure that the District has an agreement with Solitude for the preserve area at the same price as originally was being presented.

Mr. Hallac: With a 30 day out? Then you will check on AllState.

Mr. Bladen: Yes, I will get with AllState.

Mr. Hernandez: All he's doing is buying time to ensure that the service will be maintained. Based on that, a motion authorizing the statement that I just made would be in order.

On MOTION by Mr. Hallac seconded by Mr. Pietrangelo with all in favor authorizing staff to enter into an agreement with Solitude for preserve maintenance in an amount of \$37,800 per year was approved.

Mr. Bladen: The report was and we talked about it, was in regard to the lake banks.

Mr. Hernandez: Perfect. Unless anyone has any questions for Lee I will move on.

Bill any report?

Mr. Capko: Nothing that we didn't already discuss.

Mr. Hernandez: Ok. Glad to hear that. The Income Statement, I had an opportunity Bob for you to know to talk to Angie about it. I passed it onto her. I am trying to get her opinion. She is a CPA. We already have everything. The intent is that as soon as we are with a meeting, I want to have her opinion so that it will be included in a document that shows what will help you understand the District financials. If you are comfortable with it, we will just move on.

Mr. Pietrangelo: The only change we made was to show the carry forward.

Mr. Hernandez: That is correct.

FIFTH ORDER OF BUSINESS

Financial Reports

A. Approval of Check Register

B. Balance Sheet and Income Statement

Mr. Hernandez: You have financials. Unless anyone has any questions in regards to those.

Ms. Pinho: I do. On page 4, the statement of revenues and expenditures and change in fund value. The far right, the variance of \$21,000,000 net change in fund balance. That can't be right. That variance can't be right.

Mr. Hernandez: It is taking the \$11,000,000 and the \$10,000,000 and adding it.

Ms. Pinho: And it should be subtracting it.

Mr. Hernandez: Correct. We will make it to be a correction. The number is not correct, you are absolutely right.

Mr. Pietrangelo: What page?

Ms. Pinho: Page 4 it is the debt service fund. Right here, this is not right. That is not the variance. It is just not lined up with what is in the previous financials.

Mr. Hernandez: With that understanding unless anyone has any other questions a motion to accept the financials. Once again you are just accepting it, GMS is the one that is responsible for any statements being presented and provided with those financials. I will make sure that we correct those. As far as the financials, all that I am asking the Board for is a motion to accept that you have received it and some comments have been made. Those will be corrected. It does not affect the Districts financials, it is just that it has been presented with some totals with the wrong numbers. With that understanding if the Board wants to accept the financials or if you want to table it, I will be fine with it as well.

Mr. Pietrangelo: Is there a statement as to the cash that we have?

Mr. Hernandez: Yes. \$920,000.

On MOTION by Ms. Pinho seconded by Mr. Pietrangelo with all in favor the check register and balance sheet and income statement were approved.

SIXTH ORDER OF BUSINESS

Supervisors Requests and Audience Comments

Mr. Hernandez: Any Supervisor requests at this point? We will move the meeting to 9:00 a.m. We have no audience at this point. Unless anyone has any other District business to discuss a motion to adjourn would be in order.

SEVENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Hallac seconded by Ms. Pinho with all in favor the meeting was adjourned.

Assistant Secretary/Secretary

Chairman/Vice Chairman

RESOLUTION 2020-02

A RESOLUTION OF THE OLD PALM COMMUNITY DEVELOPMENT DISTRICT APPROVING THE DISTRICT'S PROPOSED BUDGET FOR FISCAL YEAR 2021 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW

WHEREAS, the District Manager has prepared the proposed budget for the Fiscal Year 2021; and

WHEREAS, the Board of Supervisors approves the proposed budget for purpose of submitting said budget to the local governing authorities not less than 60 days prior to the public hearing date in accordance with Chapter 190.008(b), Florida Statutes; and

WHEREAS, the Board of Supervisors desires to set the public hearing date;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE OLD PALM COMMUNITY DEVELOPMENT DISTRICT:

1. The proposed budget for Fiscal Year 2021 is hereby approved for the purpose of conducting a public hearing to adopt said budget.
2. A public hearing on said approved budget is hereby declared and set for the following date, hour and place:

Date: _____

Hour: _____

Place: Old Palm Golf Clubhouse

11889 Old Palm Drive

Palm Beach Gardens Florida 33418

Notice of public hearing shall be published in accordance with Florida Law.

Adopted this ____ day of _____, 2020

Chairman/Vice Chairman

Secretary/Assistant Secretary

**NOTICE OF QUALIFYING PERIOD FOR CANDIDATES FOR THE BOARD
OF SUPERVISORS OF THE
OLD PALM COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Old Palm Community Development District will commence at noon on June 8, 2020 and close at noon on June 12, 2020. Candidates must qualify for the office of Supervisor with the Palm Beach County Supervisor of Elections located at 240 South Military Trail, West Palm Beach, FL 33415 and the telephone number is 561-656-6200. All candidates shall qualify for individual seats in accordance with section 99.061, Florida Statutes, and must also be qualified electors of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Palm Beach County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, Florida Statutes.

The Old Palm Community Development District has three seats up for election, specifically seat #1, seat #4 and seat #5. Each seat carries a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 3, 2020, in the manner prescribed by law for general elections.

For additional information, please contact the Palm Beach County Supervisor of Elections.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Regulation Division

March 16, 2020

Cecilia Gracia
Old Palm Golf Club, Inc
11899 Old Palm Drive
Palm Beach Gardens, FL 33418

**Subject: Project Name: Old Palm Golf Club
Water Use Permit Application No. 200304-2, Permit No.50-06506-W
Palm Beach County**

Dear Ms. Gracia:

District staff have reviewed the above-referenced application. As discussed with Thushari Liyanage on March 12, 2020, the District is requesting the following information, in accordance with Section 40E-1.603, Florida Administrative Code (F.A.C.), to complete the application and provide reasonable assurances for permit issuance:

1. There are three owners (Old Palm Golf Club, Inc, Old Palm CDD, and Old Palm Foundation, Inc) within the project boundary. The water use permit can be issued to all three owners as co-permittees. If one owner (e.g. Old Palm Golf Club, Inc) elects to obtain the water use permit, authorization or an agreement between the other two owners is required. Please provide necessary documentation demonstrating legal control of the property [*Subsection 2.1.1 of the Applicant's Handbook for Water User Permit Applications (AH)*].
2. According to the Division of Corporations website, Darlene Impellitier (the signatory of the submitted application) is no longer a board member/an official of Old Palm Golf Club, Inc. Please update the submitted application signed by a current board member or an authorized *official (Rule 40E-2.101(2), FAC)*.
3. The submitted renewal application requests to renew the permit to irrigate 162 acres of golf course but the above referenced water use permit was permitted to irrigate 129 acres of landscape as well. Please verify and provide the correct irrigated acreage for both golf course and landscape common areas [*Chapter 373.229(1), Florida Statutes*].
4. Users that derive water supply from multiple withdrawal facilities or sources shall submit an operational plan. According to the submitted information, the irrigation source is groundwater from the surficial aquifer via two horizontal wells. Does the project receive reclaimed water for irrigation as well? Please list all the current withdrawal facilities, their status (primary, standby, or backup), withdrawal sources (groundwater, reclaimed water),

Cecilia Gracia

Project Name: Old Palm Golf Club, Application No. 200304-2

March 16, 2020

Page 2

and withdrawal quantities separated by each withdrawal source. Please provide an operational plan (*Subsection 2.2.2 of the AH*) including all the configurations of withdrawals.

5. Reclaimed water must be used in place of higher quality water sources unless it is demonstrated by the Applicant that its use is either not environmentally, economically, or technically feasible. Based on the previous staff report, the project receives 0.1 million gallons of reclaimed water per day from Seacoast Utilities until April 6, 2020. Please provide an updated reclaimed water contract including the volumes and timeline (*Subsection 2.2.4 of the AH*).
6. Pursuant to Limiting Condition 18 of the previous staff report, monthly withdrawal for each withdrawal facility shall be submitted to the District quarterly. Pumpage reports for groundwater and reclaimed water were last received by the District on June 30, 2019. Please update the pumpage reports (*Subsection 4.1.1 of AH*).

Please submit responses to this letter electronically on the District's ePermitting website (www.sfwmd.gov/epermitting) using the Additional Info Submittals link to expedite administrative processing of the application and to save paper. Please note that an electronic response may be submitted even if the original application was submitted via hard copy. Information regarding the District's comprehensive ePermitting program is enclosed. Alternatively, the requested information may be mailed or hand delivered, clearly labeled with the application number, to District Headquarters.

In accordance with paragraph 40E-1.603(1)(b) F.A.C., if the requested information is not received within 90 days of the date of this letter, this application may be processed for denial, if not withdrawn by the applicant. If additional time is needed, please contact one of the District staff members below with a request for an extension before the 90 day period ends.

The District recommends contacting the assigned staff members to resolve the above questions and concerns prior to submitting a response. Thushari Liyanage, Scientist 4 - Hydrogeology at phone 561-682-2774, or via email at tliyanag@sfwmd.gov is available to assist with questions.

Sincerely,



Alberto J. Naya, P.G.

Section Leader

South Florida Water Management District

AN/trl



AQUATIC BALANCE INC.
PROPOSAL

To: OLD PALM COMMUNITY
Attn: Lee Bladen

Project: LAKE 4 Aeration

Date: March 11, 2020

AQUATIC BALANCE INC. shall install AirMax PS80 Pond Series Aeration System
\$ 9081.50 including labor – shipping additional

* Customer responsible for electrical hook up –

** Please see attached PDF for additional information

Proposal Amount	\$ 9081.50
Sales Tax	Exempt
Shipping	1011.72
Total	\$ 10,093.22

Additional Services:

Authorized signature:

Acceptance :

.....
For AQUATIC BALANCE INC.
Rick Anderson

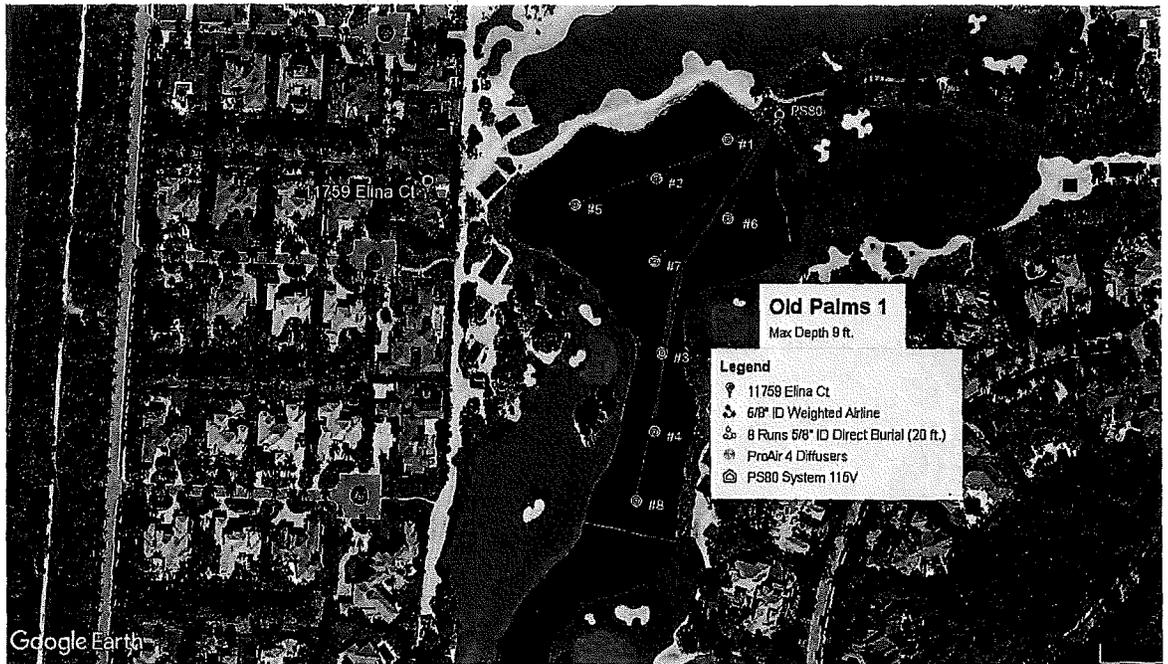
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Title or Position:.....

Date:.....

Date:.....



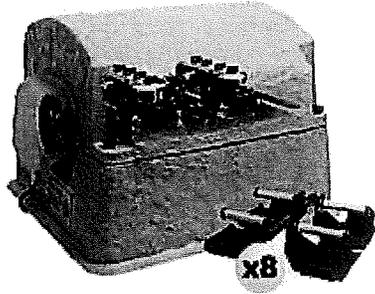
- Customer Information: Aquatic Balance Inc.
- Site Name: Old Palms 1 • Customer Number: 892269
- Site Address: 11759 Elina Ct. Palm Beach Gardens, FL 3318
- Date Created: 2020-03-05 • Design Tech: jsuttner



Pond Information

Surface Acres	Average Depth (feet)	Acre Feet	Perimeter
6.26	4.50	28.17	2840.00
Total Volume (Gallons)	Calc. Site Turnovers / 24 hours	Deepest Diffuser Depth (feet)	
9178597.30	4.18	9.00	

Recommended Aeration System(s)



System 1 of 1

Airmax® PondSeries™ PS80 Aeration System

Calculated PSI: 4.50

Diffuser Locations	Diffuser Type	Direct Burial Size (inch)	Direct Burial Length (ft)	Weighted Airline Size (inch)	Weighted Airline Length (ft)
1	ProAir4	5/8 inch	20	5/8 inch	120
2	ProAir4	5/8 inch	20	5/8 inch	295
3	ProAir4	5/8 inch	20	5/8 inch	575
4	ProAir4	5/8 inch	20	5/8 inch	740
5	ProAir4	5/8 inch	20	5/8 inch	480
6	ProAir4	5/8 inch	20	5/8 inch	240
7	ProAir4	5/8 inch	20	5/8 inch	410
8	ProAir4	5/8 inch	20	5/8 inch	890
Remote Manifold Size		None	Remote Manifold Length		0
Total for Direct Burial Tubing		160	Total for Weighted Airline Tubing		3750

Total Airline Lengths for All Systems

Direct Burial Line 5/8 inch 160 feet	Direct Burial Line 1 inch 0 feet	Length Remote Airline 0 feet
Weighted Airline 3/8 inch 0 feet	Weighted Airline 5/8 inch 3750 feet	Weighted Airline 1 inch 0 feet

Definitions

- Surface Acres:** The total surface acres of the entire water way.
- Acre Feet:** A unit of volume equal to the volume of water in one acre in surface area and one foot of depth.
- Total Volume:** The volume of the entire water way in U.S. Gallons.
- Perimeter:** The distance in feet along the entire shoreline around the water way.
- Complete Site Turnover / Day:** The number of times per day the full volume of the water way is moved from the bottom to the surface.
- Estimated System PSI:** The estimated pressure of the system, when installed, calculated in pounds per square inch(PSI).

For questions or information regarding your recommended Airmax Aeration System please contact the following Certified Airmax Distributor:



15425 Chets Way, Armada, MI 48005
 (866) 424 7629
www.airmaxeco.com
contactus@airmaxeco.com

This system was designed and verified using Airmax Assist™ Software.
 To learn more about Airmax Aeration Systems, please visit airmaxeco.com



Don Birth
1344 S. Killian Dr.
Lake Park, FL 33403
561-882-0401 Fax 561-882-0555
EC0001106

Proposal

**To: Old Palm Golf Club Maintenance
Attention: Lee Bladen**

Date: 3/12/2020

Project: Provide Power for Aerators

We are pleased to submit our scope and proposal for the above referenced project for your consideration. This proposal is valid for fifteen (15) days from the above indicated date. After this time we reserve the right to review our proposal and modify, if necessary, based on changing market and/or site conditions. Loveland Electric standard terms and conditions are incorporated herein and shall define payment terms to be , balance net 30 days invoice based on job progress.

SCOPE of WORK

Loveland Electric proposes to complete all work and furnish all material, labor and supervision in accordance with National Electrical Code (NFPA70-2008) for the: Provide 120-volt power for aerators at two locations. One at water feature # 9 Pump house. Build metered 60-amp service at FPL Transformer located at 12216 Tillinghast Circle and provide 120-volt outlet.

Base bid amount:

Build Service at 12216 Tillinghast Circle: \$ 1170.00

Water Feature # 9 Pump house: \$ 820.00

SPECIFICALLY INCLUDED:

1. Materials, Labor and taxes.
2. Insurance per Loveland Electric, Inc. standard certificate of insurance and coverage. Copy of certificate is available upon request.

SPECIFICALLY EXCLUDED:

1. Cutting, patching, removal and/or replacement of any landscape, roadway, parking, walkway, patio, and/or building structure materials, surfaces and finishes unless specifically included above.
2. Engineering design and documentation.
3. AHJ, Building department permit and public utility fees.

ASSUMED AS PART OF THIS PROPOSAL:

1. Unimpeded access to necessary work areas during normal first shift hours and days of the week (Mon-Fri, 8:00AM-4:30PM).
2. Removal of trash and waste materials shall be provided by others. Materials shall be gathered onsite at a specified location.
3. Bid is based upon specifications and drawings that are complete and void of errors & omissions and define a fully functional electrical installation.

Thank you for the opportunity to submit this proposal and please be assured of our desire to pursue a mutually satisfying professional partnership.

Should you require any additional information or clarifications please do not hesitate to contact our office.

Sincerely,

LOVELAND ELECTRIC, INC.

Don Birth
Service Manager

To commence activity on this project please indicate your acceptance below and return an executed copy to our office for scheduling.

Customer acceptance:

Date:

Printed Name & Title:



Service History Report

May 6, 2020
50097

Old Palm Community Development District

Date Range: 04/01/20..04/30/20

Toll Free: (888) 480-5253
Fax: (888) 358-0088
www.solitudelakemanagement.com

Service Date 4/1/2020 5244
No. PI-A00382735
Order No. SMOR-326870
Contract No. SVR13137

Technician Name and State License #s

Jules Stahon

Service Item #	Description	Lake No.	Lake Name
5244-LAKE-ALL	LAKE ALL (15 Lakes)	15	ALL
Technician's Comments:	Touched up littoral and shoreline algae. Sprayed grasses where could, very windy today.		
General Comments:	Inspected Lake		
Inspected for algae			Treated
Inspected for Aquatic Weeds			OK
Inspected for Undesirable Shoreline Vegetation			Treated
Performed Water Quality Testing			OK
Littoral Shelf Maintenance			Treated

Service Date 4/8/2020 5244
No. PI-A00391084
Order No. SMOR-331465
Contract No. SVR13137

Technician Name and State License #s

Jules Stahon

Service Item #	Description	Lake No.	Lake Name
5244-LAKE-ALL	LAKE ALL (15 Lakes)	15	ALL
Technician's Comments:	Touched up littoral areas for torpedo grasses with airboat. Will return formore littoral work.		
General Comments:	Inspected Lake		
Inspected for algae			OK
Inspected for Aquatic Weeds			OK
Inspected for Undesirable Shoreline Vegetation			Treated
Performed Water Quality Testing			OK
Littoral Shelf Maintenance			Treated

Service Date 4/15/2020 5244
No. PI-A00393578
Order No. SMOR-333319
Contract No. SVR13137

Technician Name and State License #s

Jules Stahon

Service Item #	Description	Lake No.	Lake Name
5244-LAKE-ALL	LAKE ALL (15 Lakes)	15	ALL
Technician's Comments:	Touched up shoreline grasses where could, very windy today. Sprayed surfacealgae and algae in littoral areas.		
General Comments:	Inspected Lake		
Inspected for algae			Treated
Inspected for Aquatic Weeds			OK
Inspected for Undesirable Shoreline Vegetation			Treated
Performed Water Quality Testing			OK
Littoral Shelf Maintenance			Treated

=====

Service Date	4/16/2020	5244
No.	PI-A00394152	
Order No.	SMOR-333985	
Contract No.	SVR51371	

Technician Name and State License #s

Isaac Robledo

Service Item #	Description	Lake No.	Lake Name
5244-PRESERVES-ALL	Preserves ALL (Preserves A - I)	23	ALL
Technician's Comments:	We cut vines, pepper tree's and sprayed inside of preserve areas D and E.		
General Comments:			
Trash & Light Debris Removal			Removed for repair
Wetlands Invasive Species Control			Treated

=====

Service Date	4/23/2020	5244
No.	PI-A00396759	
Order No.	SMOR-334900	
Contract No.	SVR13137	

Technician Name and State License #s

Jules Stahon

Service Item #	Description	Lake No.	Lake Name
5244-LAKE-ALL	LAKE ALL (15 Lakes)	15	ALL
Technician's Comments:	Touched up shoreline algae and algae in littoral areas. Too windy for grasses. Will follow up on next visit.		
General Comments:	Inspected Lake		
Inspected for algae			Treated
Inspected for Aquatic Weeds			OK
Inspected for Undesirable Shoreline Vegetation			OK
Performed Water Quality Testing			OK
Littoral Shelf Maintenance			Treated

=====

Service Date	4/29/2020	5244
No.	PI-A00398313	
Order No.	SMOR-335467	
Contract No.	SVR51549	

Technician Name and State License #s

Isaac Robledo

Service Item #	Description	Lake No.	Lake Name
5244-PRESERVES-ALL	Preserves ALL (Preserves A - I)	23	ALL
Technician's Comments:	We cut vines, pepper tree's, picked up trash and sprayed inside of preserve areaE.		
General Comments:			
Trash & Light Debris Removal			Removed for repair
Wetlands Invasive Species Control			Treated



O: 954-957-9761 F: 954-957-9766
Hartzell Painting
2301 NW 33rd Court, Suite 112
Pompano Beach, FL. 33069

May 6, 2020.

PROFESSIONAL COMMERCIAL PAINTING PROJECT

Specifically prepared for: **Old Palm Community Development District**
(hereinafter known as "Association Client")
5385 N. Nob Hill Road
Sunrise, FL 33351
561-718-1025
Email: lbladen@unitedcommunity.net
ATTN: Lee Bladen

Overview: This Proposal/Agreement is prepared specifically for the above Association Client for painting. All products are manufactured by **SHERWIN WILLIAMS** and the work will be performed in accordance with the manufacturer's specifications. The work comes with a **TEN (10)-YEAR LABOR AND MATERIAL WARRANTY.**

INCLUDED STRUCTURES

- 1) Preparation, priming and painting of wall (see map). Old palm to supply water.
- 2) Pre-treat, pressure clean, repair grout joints as needed and apply Densicrete to top cap.

SCOPE OF WORK IN SUMMARY

The work to be done by Hartzell shall include the furnishing of all materials, labor, tools, and equipment required to complete the painting and decorating of the structure(s) as may be specified (hereinafter "Scope of Work"). The submission of a bid by Hartzell confirms an understanding of all conditions pertaining to this work and proper application of materials specified.

INCLUSIONS:

- Complete power washing of the perimeter walls giving special attention to those areas where the vines have been totally removed. Methods of preparation to remove vine residue may include power washing, turbo tipping, scraping, power tool cleaning and hand tool cleaning. Hartzell shall use methods that determine most suitable to remove as much vine residue as possible prior to priming.
- Properly prime all masonry surfaces using Sherwin Williams Loxon Masonry Conditioner.
- Properly patch all masonry cracks and masonry delamination after walls have been primed.
- Caulk all joints at precast columns using a paintable urethane sealant.

PROJECT DETAILS & SCHEDULE

Exterior Masonry/Stucco Preparation & Primer

- 1) Pre-treatment: All heavily infested mildew areas will be pre-treated with SHERWIN WILLIAMS Mildew Treatment prior to pressure cleaning.
- 2) Masonry Preparation: All exterior masonry surfaces will be pressure cleaned with a minimum of 3,000 PSI to remove all surface contaminants including salt deposits, chalking and dirt which would adversely affect the bond of the coatings. Areas of severe deterioration of peeling paint will be scraped, wire brushed, and pressure cleaned a second time using a "turbo rotating tip" or other like

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Hartzell shall hold the Association Client harmless from all liens or damages arising from work performed by Hartzell. To the fullest extent permitted by law, Hartzell shall indemnify and hold harmless the Association Client, its directors, officers and employees from and against all claims, damages, losses and expenses, including but not limited to legal and attorneys' fees, arising out of or relating to the work, providing that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, business or economic loss, or to injury to or destruction of tangible property, including unit interiors (other than the work itself), or for any payment or performance made by the Association Client to any third party to perform or discharge any liability or obligation of Hartzell in relation to the work and/or for consequential damages, but only to the extent caused by breach of the this agreement, negligent acts, omissions or intentional misconduct on the part of Hartzell or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. It is understood and agreed that Hartzell (and Hartzell's insurer) will be held harmless for alleged or actual damages/claims as a result of mold, algae, or fungus. It is understood that Hartzell's and Hartzell's insurer will exclude all coverage, including defense, damages related to bodily injury, property damage, and clean up expenses caused directly or indirectly in whole or in part for any action brought as a result of mold, including fungus and mildew regardless of the cost, event, material, product, or workmanship that may have contributed concurrently or in any sequence to the injury or damage that occurs.

AGREEMENT

Liaison/Communication. Association Client shall designate one (and no more than two) representatives of the Association Client as a liaison with whom Hartzell may communicate. Hartzell will transact all business relating to the job with that designated person(s). The Association Client agrees that Hartzell may rely on the designated liaison(s) as having full authority to act on behalf of the Association Client on all matters and decisions regarding any and all agreements with Hartzell and the Scope of Work.

Access. Association Client agrees to, and will be responsible for, the trimming and/or removal of all foliage clinging to or otherwise obstructing the building and permit unobstructed access to the areas to be painted. Upon mobilization or during the course of painting, should Hartzell require the removal of any Client or, as may be applicable, resident/unit owner property to proceed, Hartzell will notify the designated liaison instruction as Hartzell will not move anything without approval.

Hartzell will coordinate scheduling with the Association Client. Association Client agrees to remove any personal items, patio furniture and vehicles as necessary so that Hartzell can proceed without delay. For Association Clients, the Association agrees to make every effort to fully notify all occupants to remove said property and vehicles. For Association Clients, Hartzell will not permit unauthorized interference from the Association Client's residents or unit owners.

Notification/Posting. For Association Clients, and to the extent practical, Hartzell will post notices 2-3 days prior to pressure cleaning and painting as needed. These notices are for the convenience of the residents/unit owners as a final notice to make preparations to protect personal items. The liaison will direct Hartzell where the notices should be posted.

Staging Area. Hartzell is to submit requirements for a staging area for equipment and material prior to mobilization. The Association Client will make every effort to provide a suitable area. At the end of each working day, equipment, ladders, paint, supplies, vehicles, etc. will be returned to the staging area and the working area left clean.

Paint Sample Display. Prior to starting the job, and for signed approval, the Association Client will designate an area of a building on which Hartzell will apply a paint sample of the chosen final color and finish.

Preparation of Painted Surfaces. Proper preparation is the responsibility of Hartzell. Surfaces must be prepared in accordance with normally accepted industry standards or to the paint manufacturer's specifications to provide a

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substrate suitable for the long-term adhesion of specified coatings. The following recommendations are for guidance only since other suitable methods may be substituted for the procedures based on the conditions found. If it is discovered that a surface(s) cannot be put into proper condition, Hartzell will notify the Association Client in writing or assume responsibilities for such surfaces and rectify any unsatisfactory results.

Inspections. For Association Clients, Hartzell along with the liaison will conduct a minimum of two inspections – Pre-Commencement and Final for each structure. Initially a current-condition inspection (walk-through) of each structure (as applicable) prior to project commencement will be conducted. A copy of this inspection report will be given to the Association Client. The Final inspection will be performed upon project completion.

For Association Clients, **SHERWIN WILLIAMS** personnel will make periodic inspections before, during and upon completion of the painting project to validate the product warranty.

Inspections by the local building department will only be conducted if the local building department requires a permit and inspection for the project.

ADDITIONAL FEES

NOTE! CONCEALED CONDITIONS

Occasionally, Hartzell's cleaning technique reveals a concealed and latent condition unforeseen by Hartzell necessitating additional labor and/or materials. The Client may opt to submit a Work/Change Order for added service, or Hartzell and the Association Client may agree to re-negotiate this Proposal/Agreement. The Association Client may additionally need to retain and negotiate a contract with another business (for example, Hartzell Construction) should the condition be outside the scope or standard of this Proposal/Agreement.

Extras & Changes. It is anticipated that the aforementioned work shall be inclusive and that there will not be extras and changes. The need for extra work or changes within the specifications will be the sole responsibility of the Association Client and will be submitted as a written Work/Change Order to Hartzell. No extra work will be done, or changes made in the Scope of Work without a written Work/Change Order from the Association Client.

Changing Color from Existing to New. Hartzell will notify the Association Client of any color change (from the current or existing building color) requiring more than the standard coat(s) not included in the Scope of Work. Any such additional scope of work may be subject to additional charges.

Permits and Municipality Inspections. The cost of any state, county or municipality permitting or inspection, if required, will be added to the contract price at actual cost.

WARRANTY AND INSPECTIONS

This project provides a Ten (10)-Year labor and material warranty.

1. Hartzell will submit a **SHERWIN WILLIAMS (10)-YEAR** Material Paint Warranty on all stucco surfaces upon completion of job.
2. For Association Clients, the factory representative of the **SHERWIN WILLIAMS** shall make inspections as the representative deems necessary or upon reasonable request and at reasonable intervals by the Association Client during the Warranty Period providing reports to the Association Client and Hartzell.
3. Hartzell will return yearly during the Warranty Period at the Association Client's request to inspect building(s) for possible defects in paint coat integrity. Defects found, if any, will be corrected in a timely manner at no cost to the Association Client. Note: This excludes coating failure due to substrate shift or failure.

CONTRACT VALUE AND DRAW SCHEDULE

Please Initial
Accept/Decline

CONTRACT PRICE:

- 1) North Wall (See Photo Attached). 3256 Running Feet
Only Outside of the wall: **\$ 18,498.00** Accept _____ Decline _____

- 2) Topcoat Both Sides of When Applying two (2) Coats of
Densicrete: **\$ 6,381.00** Accept _____ Decline _____

NOTE:

All Landscaping must be cut back on the South side of the North Wall.

TOTAL OF SELECTED PROJECTS ABOVE: \$ _____
TOTAL CONTRACT VALUE

PAYMENTS TO BE DISCUSSED UPON EXECUTION OF CONTRACT

TERMS

The term "Final Completion" as used in this Agreement shall mean where the Association Client is satisfied that the work has been completed, any applicable municipality has given its final approval, and Hartzell's other obligations under the Agreement have been fulfilled.

All payments for goods, materials, equipment, costs, labor, services rendered and any other financial obligation of the Client, are due upon receipt of each invoice. Any invoice not paid within thirty (30) days shall be subject to interest at 1.50% per month.

Attorney's Fees, Jurisdiction, and Venue: Hartzell, or the prevailing party if a lawsuit is filed, shall be entitled to recover all of its attorney's fees, costs, expenses, and any other fees incurred in connection with collecting any amounts due and owing under this Proposal/Agreement. This provision includes invoices which remain outstanding for more than sixty (60) days. This entitlement shall include in presuit, in litigation, in mediation, in arbitration, at all appellate levels, in bankruptcy, and for the collection and enforcement of any judgment. This also includes all attorney's fees and costs for litigating entitlement to attorney's fees and costs and determining the amount of recoverable attorneys' fees and costs. Florida law shall apply to this Proposal/Agreement and the exclusive jurisdiction and venue for any dispute relating to, or arising out of, this Proposal/Agreement shall be instituted in the appropriate Circuit or County Court for the 17th Judicial Circuit in and for Broward County, Florida. Each party consents to personal jurisdiction, subject matter jurisdiction, and venue in Broward County, Florida.

Release of Lien: Upon request, Hartzell will furnish a Release of Lien for all materials, equipment and labor used in the performance of this work along with all manufacturers' warranties and government approvals (if applicable). Upon written request, progress payment affidavits or partial releases will be provided.

GENERAL PROVISIONS

Delay/Damages: Hartzell shall not be responsible for delay caused by the Association Client, any owner, resident, or tenant, any other person or entity hired by the Association Client, any other entity or person over whom Hartzell has no control, an act of God, or force majeure. Force majeure shall mean, by way of example, and not in limitation, fire, governmental act, delay in government inspections, national emergency, strike, labor dispute, unusual delay in transportation, inability to procure materials, adverse weather, and unavoidable casualties, and other causes beyond

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Hartzell's control. To the extent the delay is caused by the Association Client, any owner, resident, or tenant, or any other person or entity hired by the Association Client, then Association Client shall be responsible to Hartzell for all of Hartzell's actual costs caused by such a delay. Should the Association Client terminate Hartzell or otherwise cancel any proposal or agreement with Hartzell without good cause, the Association Client will be responsible to Hartzell for all service already provided, for all materials already provided or ordered, and any other actual costs that have been expended by Hartzell, including, but not limited to, for overhead, mobilization, and lost profits.

Acceptance, Understanding, and Benefit to Others: This Proposal/Agreement shall be deemed to have been fully accepted when executed by the Association Client. It shall be deemed to have set forth the entire understanding and agreement between the parties to this Proposal/Agreement and supersedes all previous understandings, written or oral, relating to the subject matter of this Proposal/Agreement. This Proposal/Agreement, upon acceptance by the Association Client, may only be amended, modified, or supplemented by a written instrument signed by the Party against whom it is sought to be enforced. All of the terms and provisions to this Proposal/Agreement shall be deemed to apply, and be incorporated therein, to any subsequent proposal or agreement between the parties to this Proposal/Agreement. This Proposal/Agreement shall not be deemed to benefit any party not a party to this Proposal/Agreement.

Authority to Bind: The persons executing this Proposal/Agreement represent and warrant that they have the full authority and power to sign, on behalf of the party for whom they are signing, and that their signature on this Proposal/Agreement shall be binding on such party. For Association Clients, said representation includes that no further action, such as the approval of a Board of Directors, is required.

Mutual Negotiations: This Proposal/Agreement was created through mutual negotiations with each party having consulted with, or having had the opportunity to consult with, counsel. As such, the doctrine of contra proferentem shall not apply against any party to this Proposal/Agreement.

This Agreement between Old Palm Community Development District and Hartzell Painting is accepted

and agreed upon this _____ day of _____, 2020.

Old Palm Community Development District

By:

(Signature)

(Title)

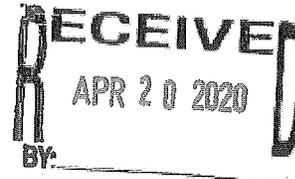
Hartzell Painting

Edward Holman
President



Wendy Sartory Link

Palm Beach County Supervisor of Elections



April 16, 2020

William G. Capko
Lewis, Longman & Walker, P.A.
515 North Flagler Drive
Suite 1500
West Palm Beach FL 33401

RE: Old Palm Community Development District

Mr. Capko:

In accordance with the requirements of Chapter 190(3)(a)(2)(d), we certify that, as of April 15th, 2020, the number of registered voters within the Old Palm Community Development District boundaries is 376.

Should you have any questions or require additional information, please do not hesitate to contact us.

Jodi Bradley
IT/GIS Department