

MINUTES OF MEETING  
NORTH SPRINGS IMPROVEMENT DISTRICT

The regular meeting of the Board of Supervisors of the North Springs Improvement District was held Wednesday, May 1, 2013 at 5:00 p.m. in the district office, 9700 N.W. 52<sup>nd</sup> Street, Coral Springs, Florida.

Present and constituting a quorum were:

David Gray	President
Vincent Morretti	Secretary
Mark Capwell	Assistant Secretary

Also present were:

Doug Hyche	District Manager
Dennis Lyles	District Counsel
Rod Colon	Director of Operations
Jane Early	District Engineer
Brenda Richard	District Clerk
Donna Holiday	GMS-South Florida, LLC

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Hyche called the meeting to order at 5:00 p.m.

**SECOND ORDER OF BUSINESS**

**Approval of the Minutes of the April 3, 2013 Meeting**

Mr. Hyche stated the next item is approval of the minutes of the April 3, 2013 meeting.

On MOTION by Mr. Gray seconded by Mr. Capwell with all in favor the minutes of the April 3, 2013 meeting were approved as presented.
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**THIRD ORDER OF BUSINESS**

**Staff Reports**

**A. Manager**

**I. Consideration of Proposals for RFP #2013-02 Sludge Excavation and Removal**

Mr. Hyche stated the next item is consideration of proposals for RFP 2013-02 sludge excavation and removal.

Mr. Colon stated they closed Bishop Pit, which was the place the current contractor was dumping the sludge. This went out to bid three years ago and we decided to put it back out on the street because he wanted to raise his price. We only had one response and it is up to the board if you want to go back out on the street. The proposal is from B. G. Katz in the amount of \$12 per cubic yard, which is about the average price we were paying before and the current contractor doesn't want to do it anymore.

Mr. Gray asked he doesn't want to continue because of the Bishop Pit shutdown?

Mr. Colon responded yes, it would just be too far. There are not too many places in Broward County accepting this sludge. We are having a tough time trying to get rid of it.

Mr. Morretti asked where will we get rid of it now?

Mr. Colon responded right now we are not it is actually piled on the plant site so we need to have this company do it at least temporarily. If you want to put it back out to bid because we only had one response that is up to you.

Mr. Gray asked is this about the same price we were paying the other guy?

Mr. Colon responded when the bids came in it was \$7.42 per cubic yard and every year there was an increase, a field charge and so forth and it was very close to \$12.

Mr. Gray stated he has to drive farther now. I don't know where the next closest place would be.

Mr. Hyche stated I think the other place would be the county waste facility and you pay more for dumping.

On MOTION by Mr. Gray seconded by Mr. Morretti with all in favor the contract for sludge excavation and removal was awarded to B. G. Katz in the amount of \$12.00 per cubic yard.
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**II. Approval of Proposal for Sensus AMR Replacement to Bring in Outside Help to the Field Crew to Assist with the Meter Change Project**

Mr. Hyche stated the next item is approval of proposal for Sensus AMR replacement to bring in outside help to assist with the meter change project.

Mr. Colon stated we have about 7 or 8 distribution operators and it is difficult for them to do the meter replacement program. We need to bring in an outside company to help with the

labor and it would be on an as needed basis. Ten years ago we paid about \$50 per meter to have them changed out and they are willing to meet that price. This is basically some off duty electricians who formed a company that wants to come in and provide the labor and get paid per meter when we have the meter replacement program in place.

Mr. Gray asked are we currently replacing them or is this for future replacement?

Mr. Colon responded we are replacing a test area in Pine Ridge we are trying to do 400 meters that need to be switched out, which was a budgeted item and it is difficult for our employees to keep up with their current duties plus do the meter replacements.

Mr. Gray stated they will do the original 400 first as a test for the system then after that we would proceed.

Mr. Colon stated that is correct.

On MOTION by Mr. Gray seconded by Mr. Capwell with all in favor the proposal from Conquest IS in the amount of \$50 per meter replacement was approved.
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### **III. Award of Contract for Landscaping and Maintenance of District Property**

Mr. Hyche stated item three is award of contract for landscaping and maintenance of district property. This is the same situation as the sludge contract, periodically we like to take it back out to the street and I think the current contractor has been doing it for three years.

Mr. Colon stated bids were due yesterday and there was one bid that came in late today we made a photocopy but originally we had three respondents and with this late quote it would have been four.

Mr. Gray asked what are we currently paying?

Mr. Colon responded I believe last year we paid about \$185,000 we were actually operating about a year without a contract and as the prices kept going up we decided to put it back on the street.

Mr. Gray stated the lowest one is the same contractor who is hauling the sludge. Have we used them before?

Mr. Colon responded he has done some minor maintenance work here and there; he did some berm work on County Line Road.

Mr. Gray asked does he have the capacity?

Mr. Colon responded yes.

Mr. Gray asked what is the length of the contract?

Mr. Colon responded it is really up to the board we can do a 1, 2, 3, or 4 year contract.

We included the contract documents in the bid package. The second lowest was Valley Crest.

Ms. Early stated B. G. Katz did a really nice job on the landscape berm in Heron Bay.

Mr. Gray stated so you have used them.

Mr. Colon stated we have used them for big projects.

Mr. Gray moved to award the landscape maintenance contract to B. G. Katz in the amount of their low bid and Mr. Capwell seconded the motion.

Mr. Hyche asked is there a stipulation as to how many years you want the contract, 1 or 2?

Mr. Gray asked is he open to the number of years?

Mr. Colon responded yes.

Mr. Gray stated unless you feel there is a reason and we have the ability to remove them if we are unhappy with them I would want to go to the longest number he was willing to maintain that price.

Mr. Colon stated we have a 30 day out in the contract and I really like the price. We could go three years.

Mr. Gray stated okay and if we have a problem we have an out.

On voice vote with all in favor the motion passed with the term of contract being three years.

#### **IV. Consideration of Proposal from Express Radio to Add GPS Features and Texting to the Radios**

Mr. Hyche stated item four is consideration of proposal from Express Radio to add GPS features and texting to the radios.

Mr. Colon stated this is an addendum to the proposal we approved last time but the difference with this approval is we would be canceling these same services that we are currently paying for with AT&T. We would actually have a cost savings and would buy the system and

once we buy it we own it so we would eliminate the cost of \$15,914 per year that we are paying to AT&T.

Mr. Gray stated the current cost from AT&T is \$15,914 per year.

Mr. Colon stated that is right and we would cancel all those services, the GPS, cell phones and just keep these services with Express Radio. It is a one-time fee to add to the capability of what we have already purchased.

Mr. Gray asked what is the cost per year on that?

Mr. Colon responded there is no cost per year it is a one-time fee of \$9,514.95

Mr. Gray asked it is an initial cost then just maintenance of the actual devices?

Mr. Colon responded that is correct.

Mr. Gray asked is there a warranty?

Mr. Colon responded there is a warranty on the radios.

Mr. Gray stated the one-time cost to Express Radio is less than the yearly fee to AT&T. If you got one year you would be saving 30%.

Mr. Colon stated and we would own it. The trackers we have now in the vehicles are actually property of AT&T we just lease them. We think it is a great deal.

Mr. Gray asked it meets the same needs?

Mr. Colon responded yes, we can track how fast they are going, we can track where they are, we can send work orders through the radio system and we announce it in there. It is more than they currently have and we will actually own the system instead of leasing it and without a monthly fee.

Mr. Capwell asked is there no cancelation fee with AT&T?

Mr. Colon responded we actually are not operating under a contract with the cell phones.

<p>On MOTION by Mr. Gray seconded by Mr. Morretti with all in favor the proposal from Express Radio, Inc. in the amount of \$9,514.95 was approved.</p>
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**B. Attorney**

Mr. Gray asked do you have any proposals based on our conversation last month?

Mr. Lyles responded after researching Chapter 298 as well as our special act and reviewing the state of the law with respect to that type of special counsel hiring to handle

specific kinds of matters for investigations and things of that nature involving board members particularly and staff as well it is my conclusion that we make this a matter for the board to determine on a case by case basis. I found some law that was a little bit non-supportive with respect to setting a policy that would be a one size fits all, this comes from an attorney general opinion from some years ago a health improvement district had a similar situation and the language there did support a determination by the elected officials case by case to provide such assistance at the expense of the district.

Mr. Gray stated there is no current recommendation.

Mr. Lyles stated there is no policy that I am prepared to put in front of you the recommendation is that you take advantage of some very specific language that we rely on both in the attorney general's opinion and with respect to not our special act but Chapter 298 the old drainage district act, which was the statute under which we were created in the first place. Years later we became a special improvement district pursuant to our special act but in that act the legislature gave us the right to continue to utilize provisions of Florida Statute Chapter 298, which allows in a very broad sense at the board level the hiring of special lawyers with input from the district counsel to cover special situations. With the two together rather than having a policy that we would adopt that would be an attempt to cover foreseeable situations the attorney general's office and I think we want to stay in the comfort zone with other agencies that have sort of set the ground rules so that for a district like this one the board would make the decision case by case with input from the district counsel. If that is satisfactory I think that is how we will approach that if the need arises and I'm not aware that any current need has arisen, we are looking into the future anticipating what might or might not come up. We will leave it at that for the moment but if it does come up I believe the board has the authority and the discretion to make a decision to authorize that type of representation in that situation.

We have no new activity in our litigation with Broward County and pleadings are still being filed and discoveries.

Mr. Colon stated we have a court hearing in two weeks that I believe deals with the summary judgment.

Mr. Gray stated we put a series of questions to them.

Mr. Lyles stated we submitted discovery to the county and unless there has been an agreement that I am not aware of they should have filed their answer. It is normal to give

another party a little time over and above the 35 days that the rules of civil procedure would mandate.

Mr. Gray stated it has been a month and a half. At the next meeting we should have their response back to us.

Mr. Lyles stated usually what will happen the judge will say I will give you another five or ten days unless there is some kind of willful refusal to provide the answers it is hard to demonstrate the first time up, the judge gets upset the second time.

Mr. Capwell asked is there a deadline where we have to have an answer because don't we have the other plant going?

Mr. Hyche stated they have certain time periods they have to work within.

Mr. Lyles stated I think your question is more of a practical matter of don't we need to know where we are going because we have another plant on the drawing board. The fact of the matter is while this litigation is pending that has to be on hold. The litigation has to be resolved one way or the other before we can go further down that path and incur any more expense so we are approaching it that way.

Mr. Gray stated the rest of the stuff just affected the wastewater side of it but the other activities are all still going forward because I know construction is still going forward out there.

Mr. Hyche stated yes we are still going to provide them the potable water and stormwater is going to be handled by NSID.

Mr. Gray stated the wastewater will just be put with the agreement that we currently have.

Mr. Hyche stated that is correct.

Mr. Gray stated they have had pretty good sales out there. I expect they will need the facilities in short order.

Mr. Hyche stated we are currently working on that funding as we speak.

Mr. Lyles stated that other financing and bond funding is not impacted by the county litigation just the plant issue and they were approved by the county in their site plan and development approval process to go ahead and start construction because there is current capacity for potable water through NSID and wastewater through the county Large User Agreement. The capacity is there and they can tie in. The issue of who is going to do what after this litigation is over and our ability to implement reuse as required by Parkland gets decided.

The pipes are going to go in the ground no matter what for reuse they just might not have anything in them for a while.

**C. Engineer**

**I. Work Authorization No. 219 4-log Virus Treatment of Groundwater Treatment Rule for the Lump Sum Amounts Indicated under Compensation Portion of the Enclosed**

Ms. Early stated item no. 1 is work authorization 219 for the 4-log virus treatment demonstration. You have a copy of the work authorization. We broke the scope into five tasks and task 1, 2, and 3 is a lump sum fee of \$37,000 if we have to do tasks 4 or 5 those are the additional costs and we included those because we have been doing this for some other municipalities and the health department has come back with questions and wanting additional testing or additional demonstration alternative methods so if in fact they do come back with that this would cover it. If we don't have to do it then that will not be billed. This is for both the lime softening plant that is currently operational and then once the R.O. Plant comes online we are going to submit for that one as well.

On MOTION by Mr. Gray seconded by Mr. Morretti with all in favor work authorization no. 219 for virus treatment of groundwater treatment rule was approved.
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**II. Project Status Report**

Ms. Early stated you have a copy of the project status report in the agenda package. As you know the treatment plant is under construction. The force main on County Line Road should be gearing up in the next week or two we just obtained some permits from Parkland. We should be completing the 20" force main south on Nob Hill Road south of County Line Road. We got stopped by the county for a few violations but that has all been worked out and that should start to proceed again. The sidewalk on County Line Road is under construction and I understand they are doing a really good job of that sidewalk.

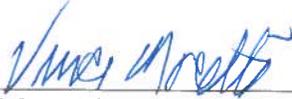
**FOURTH ORDER OF BUSINESS**

**Approval of Financials and Check Registers**

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

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

On MOTION by Mr. Gray seconded by Mr. Capwell with all in favor the meeting adjourned at 5:23 p.m.



Vincent Morretti  
Secretary



David Gray  
President