

## MINUTES OF MEETING NORTH SPRINGS IMPROVEMENT DISTRICT

The regular meeting of the Board of Supervisors of the North Springs Improvement District was held Wednesday, November 3, 2010 at 5:04 p.m. in the district office, 10300 N. W. 11 Manor, Coral Springs, Florida.

Present and constituting a quorum were:

Steve Mendelson	President
David Gray	Secretary
Vincent Morretti	Assistant Secretary

Also present were:→

Doug Hyche	District Manager
Dennis Lyles	District Counsel
Rod Colon	Director of Operations
Brenda Schurz	Administrative Assistant
Nick Schooley	Drainage Supervisor
Kay Woodward	Accountant
Dan Daly	CSID Director of Operations
Donna Holiday	GMS-South Florida, LLC
David Caldwell	WCI
Jim Weiss	Resident

### FIRST ORDER OF BUSINESS

### Roll Call

Mr. Hyche called the meeting to order at 5:04 p.m.

### SECOND ORDER OF BUSINESS

### Approval of the Minutes of the October 6, 2010 Meeting

Mr. Hyche stated the next item is approval of the minutes of the October 6, 2010 meeting.

On MOTION by Mr. Gray seconded by Mr. Mendelson with all in favor the minutes of the October 6, 2010 meeting were approved as presented.

**THIRD ORDER OF BUSINESS**

**Audience Comments and Supervisors Requests**

Mr. Weiss stated the historic agendas on the website and apparently I'm looking at the old website are just great and the last one on that website is April but Rod mentioned before the meeting that there is a new website. When I was trying to get some history about NSID and responsibilities and those kinds of things I saw that on occasion there isn't a meeting. I called today to make sure there was a meeting because I didn't want to drive here if the meeting had been canceled. It would be very helpful if the agenda could be posted on the website. I don't know if you are able to do that in a timely manner but it would be helpful to take a look at the agenda and see if there is interest on the part of a resident to attend.

Ms. Schurz stated I will do that.

Mr. Weiss stated I appreciate you having comments at the beginning of the meeting.

**FOURTH ORDER OF BUSINESS**

**Consideration of Resolution 2011-02 Amending the General Fund and Parkland Isles Budget(s) for Fiscal Year 2010**

Mr. Hyché stated the next item is consideration of Resolution 2011-02 amending the general fund and Parkland Isles budgets for fiscal year 2010.

On MOTION by Mr. Gray seconded by Mr. Mendelson with all in favor Resolution 2011-02 was approved.

**FIFTH ORDER OF BUSINESS**

**Ratify Audit Engagement Letter with Berger Toombs Elam Gaines & Frank to Audit Financial Operations of Heron Bay Commons for Period of July 4, 2010 through October 31, 2010**

Mr. Hyche stated the next item is to ratify the audit engagement letter with Berger Toombs Elam Gaines & Frank to audit financial operations of Heron Bay Commons for the period of July 4, 2010 through October 31, 2010.

On MOTION by Mr. Gray seconded by Mr. Mendelson with all in favor the engagement letter with Berger Toombs to audit the Heron Bay Commons financials was ratified.

**SIXTH ORDER OF BUSINESS**

**Award of Contracts**

**A. Aquatic Weed Control Chemicals**

Mr. Hyche stated the next item is to approve the purchase of aquatic weed control chemicals.

Mr. Schooley stated we try to use the low bid. There are so many generics available but only some products work. In the past we wouldn't use a product unless we were able to test it in-house and it worked. Most of the time the generic label reads the same and we will order a few gallons if we don't know what it is and try it and if it doesn't work we will go to the second lowest bidder for that particular product. This year it looks like the low bid in all categories is going to work. Diquat is listed as a brand new product, 20 years ago it was called Diquat then they changed it to Reward and now it is back to Diquat, the label reads the same and it is almost 50% less than Reward which is \$89. Now it is \$49.50 which is almost 50% less. We are going to use it, we have already used it and it appears that it is going to be okay.

Mr. Lyles stated as I understand it the motion staff is recommending is to award the contract for the different chemical products listed on the backup to the low bidder in

every instance and if the product proves to be unsatisfactory and does not meet the district's requirements after a trial period it is automatically awarded to the second lowest bidder for that category.

On MOTION by Mr. Mendelson seconded by Mr. Gray with all in favor the contract for the purchase of chemicals was awarded to the low bidder in each category as outlined on the attached bid summary and staff was authorized to go to the next lowest bidder in the event a product proves to be unsatisfactory.

**B. Heron Bay Commons – Replace Lighting Fixtures for (2) Two Tennis Courts**

Mr. Hyche stated the next item is Heron Bay Commons replace lighting fixtures for two tennis courts.

Mr. Mendelson stated the low bidder is CeeBee Electrical Services.

Mr. Gray asked have we used them before?

Mr. Colon stated last year we gave you a disclosure statement that it was our master electrician who has a side company that does electrical work. It would be too much work for himself so we disclosed to the board that he was an NSID employee and since he had the most familiarity with that he wanted board approval for him to submit bids.

Mr. Gray asked is he going to hire someone?

Mr. Colon responded his company has employees. It is to fix all the electrical issues out there and also lighting issues.

Mr. Gray stated it says total cost for two twin courts. Is that all the courts?

Mr. Hyche responded yes.

Mr. Gray asked you are replacing all the lighting out there?

Mr. Colon responded yes.

Mr. Mendelson stated it says remove 24 existing light fixtures and dispose and install 24 new 1500 watt light fixtures.

Mr. Colon stated it is really dark out there you really can't play tennis at night. There have been a lot of residents who complained. In addition to that there is a lot of exposed wiring.

Mr. Gray stated the exposed wiring I have been having a fit about forever.

Mr. Colon stated this is going to take care of everything and we have the money to do it.

On MOTION by Mr. Mendelson seconded by Mr. Gray with all in favor the contract for the purchase and installation of the 24 tennis court light fixtures and other electrical work was awarded to CeeBee Electrical Services, Inc. in the amount of their low proposal of \$42,800.00.

**SEVENTH ORDER OF BUSINESS**

**Staff Reports**

**A. Manager**

**Agreement for Sale and Purchase – Sabra Land Trust Property**

Mr. Lyles stated what you have before you is a form of purchase and sale agreement between NSID and the seller which is the Sabra Land Trust for a parcel in the Wedge area to be used for a reuse plant. I think the description of the use of the property would best come from staff but in terms of the document itself this was prepared by a real estate partner in my firm, Gerald Knight who you will see mentioned in the notices provision. I can handle the basics of this but if there are any particular questions regarding the details of the contract itself Mr. Knight is standing by and we can put him on a speaker phone if need be. I don't think that will be necessary but the board has been made aware before that the staff was preparing for the future,

identifying potential parcels that might serve the purpose for the construction of this needed plant. It is part of the capital improvement program that has been identified and pending certain things like amendment 4 not passing yesterday and other properties in the Wedge area coming into the district and requiring the district to provide utility service and storm drainage service and other services this becomes necessary for us to have the district positioned to do these things. I think another thing that needs to be made clear for the record is that all the expenses that are going into this purchase are going to be the obligation of the properties within the Wedge area and are not going to be borne by the current residents or the rate payers of the North Springs Improvement District at a later time when we are establishing the assessment liens for that purpose as well as the rates for the utility services on the properties involved, there will be public hearings and that will all happen then. At this point what staff is requesting is approval to go ahead with the purchase of the site upon which the plant will be constructed at a future time once we have done that financing and have that money in hand to pay for that.

Mr. Mendelson stated we had discussed this a while ago and we agreed to do it now because the price later on is going to be through the roof. This is a piece of property we had discussed.

Mr. Hyche stated that is correct.

Mr. Gray stated it looks about \$100,000 an acre roughly.

Mr. Hyche stated that is right.

Mr. Gray stated I'm not familiar with exactly where the piece is but do we have road access to the piece?

Mr. Colon responded we do. We were looking at two sites, one was the Bishop's Pit property, which is owned by WCI and the other one was the Sabra Land Trust. We wanted to go as far northwest as possible. We did due diligence on two properties and as a result of that and on the recommendation of the engineers everyone felt that the

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Sabra Land Trust was the one that was most beneficial to us because there are no environmental factors. There were some environmental factors on the Bishop's Pit property, it failed the phase 1, I guess there was a little bit of oil leakage from BP in the back towards the area and we couldn't get our necessary 25 acres that we needed out of the Bishop's Pit property.

Mr. Gray asked exactly where is this property located compared to Bishop's Pit?

Mr. Colon responded it is on the most northern western portion of the Wedge. The property basically faces Lox Road.

Mr. Gray stated so we have access straight off Lox Road.

Mr. Colon responded right off of Lox Road. There are wetland issues there that we need to work out but the appraisal came in at \$3.3 million and we are getting it for \$2.4 million because of the wetland issues we were able to save quite a bit of money.

Mr. Gray asked how much of the land is affected with the wetlands?

Mr. Colon responded we can still build on it but we are going to have to buy credits from South Florida Water Management District or the Loxahatchee Bank to build on the property.

Mr. Gray asked are we going to have any issues with the Army Corps of Engineers over the wetlands? They held us up for years when I was with WCI.

Mr. Colon responded we contacted everyone and have letters of support to build a reuse facility. Broward County doesn't want our wastewater that is the first thing. The Large User Agreement that we have with the county does not cover the Wedge not to mention that reuse is a state mandate now. We have to put reuse in the Wedge. We have letters of support from Commissioner Stacie Ritter, the City of Parkland, Florida Fish & Wildlife Commission, State DEP.

Mr. Mendelson stated so the bottom line is there is no legitimate reason why we should be shot down.

Mr. Colon stated there should be none but things happen.

Mr. Gray stated the Army Corps of Engineers took a little pit we had dug to drain water off the road and they declared it a wetland and held us up for two years because of it.

Mr. Colon asked did you buy credits from the Loxahatchee Bank?

Mr. Gray responded we would have if we could have. They wouldn't let us do anything to get rid of it and we had to jump through hoops for two years.

Mr. Colon asked were they working on behalf of South Florida Water Management District?

Mr. Gray responded no, we were working for a for profit company.

Mr. Colon stated usually they represent the interests of South Florida Water Management District and that is one of the state divisions we have been dealing with. They know what we want to do with the property.

Mr. Gray asked so you feel good about them giving it? If they don't give us access off the wetlands immediately can we still proceed with other items while we wait for something on that or is it a critical point of the property?

Mr. Colon stated actually the whole property is a wetland. The engineers in conjunction with South Florida came up with pricing of what the permitting would cost. We are very confident it is going to go through. The only challenge is and we were speaking with counsel about it is one of the things we told the governor's office when he signed our bill in June is that no homeowner in our existing jurisdiction was going to pay for anything in the Wedge and that is still the case. We need to make sure the landowners there know that they are going to be assessed the purchase price of the \$2.4 million and anything else to build the facility.

Mr. Gray asked what about the zoning and everything required, are we going to get that from Parkland? Has that been discussed?

Mr. Colon stated we have a letter of support from Parkland. Right now this isn't in the City of Parkland this is in unincorporated Broward County. I met with Thomas

Hutka, director of public works for Broward County, and we had a good discussion and everyone agrees that Broward County doesn't want the wastewater from the Wedge. They are having issues with the state because of the ocean outfall bill. They don't want the wastewater and they do support NSID building a reuse facility. We understand the City of Parkland has an annexation bill but the annexation bill said the landowner at Sabra Land Trust decided not to join the City of Parkland. There are a few landowners who decided not to join Parkland's annexation bill. This is going to remain unincorporated Broward County until Broward County mandates all unincorporated areas have to go to some municipality and that might be coming in the near future.

Mr. Gray stated I thought they had mandated that a while back that at some point you had to proceed toward that.

Mr. Lyles stated that is correct but there are still areas of unincorporated Broward that exist and I don't know that there is a specific time table or deadline by which every piece of property that was formerly unincorporated is required to be in a city. This would be at the very end of the list because a little over a year ago this was Palm Beach County property and not even in Broward County. Dealing with it in terms of the annexation is not something that is on the front burner.

Mr. Gray asked for zoning issues to do the plant we would be dealing with the county. Do we feel confident that we will get that?

Mr. Colon responded I feel confident.

Mr. Mendelson asked doesn't it also depend on the Army Corps of Engineers?

Mr. Colon stated the Army Corps of Engineers is a consultant to South Florida Water Management District. There are a lot of players in the ballpark here but I have a stack of paperwork on my desk of due diligence we did on the property and that is also talking with all these different agencies, Broward County, South Florida Water Management District because we are trying not to and we still might not have to pay the credits to construct on there. We feel we are doing it for a very good environmental

purpose and we wanted South Florida Water Management District to help us out with that.

Mr. Gray asked are the surrounding properties fine with it so we have their support?

Mr. Colon responded the surrounding properties are fine, they know that there is a state mandate for reuse. We spoke with some of the landowners they know it is coming. The landowners or developers will have to put in the pipes.

Mr. Gray stated obviously you checked for pollution because we discussed that. The last thing is how are we funding the purchase?

Mr. Colon responded there is money in the bank to purchase the property now and it will be returned back to the residents of the district in this jurisdiction at a later date.

Mr. Lyles stated basically it is an inter-fund loan. I want to make sure that everybody is on the same page here including me. We do not have a contingency provision in the purchase and sale agreement that recites that the property must be zoned or land used for any particular purpose or the one we have in mind. It is "as is where is" the timing of all this allows us to make the deal on the financial terms that staff has outlined. If we want to insert a contingency we could be talking about a delay of such a magnitude that the seller is unlikely to want to sell the property on those terms.

Mr. Mendelson stated the bottom line is approve this so we can get our hands on it.

Mr. Lyles stated so that we as opposed to a private developer can be the ones to appear before the agencies that have to approve all this and we are asking them to approve it for a public purpose and not for a private profit making developer project. This puts us in the drivers seat but we do take a certain risk that everything is going to go in accordance with that stack of due diligence documents that Rod refers to but there

are no guarantees at the end of a year and a half a group of citizens rise up and say we don't want anymore utility plants anywhere and elected officials who are in the position of making that decision change their position. That is a possibility and that is probably the only risk you are running.

Mr. Colon stated there still have to be public hearings and this wouldn't have made your agenda if amendment 4 had passed. There is risk. The Army Corps of Engineers could say we don't want reuse, we are going to force you to send it to the county, we don't want to recycle water, we don't want to be environmental, South Florida has enough water. I don't think they are going to say any of those things but there is a risk and there is no contingency in the contract. We might be stuck with a \$2.4 million piece of property we can't do anything with and then sell it at a later date.

Mr. Lyles stated before the motion I want to make sure that the document that has been circulated and is in the package indicates \$2,575,000 and if it is \$2.4 million we need to change.

Mr. Colon stated it is \$2,575,000. In the contract it also involves the landowner to do land clearing. The landowner was basically going to do the land clearing and that is why it brought the contract up to \$2,575,000.

Mr. Morretti stated so there is \$275,000 of land clearing.

Mr. Colon stated that is right.

Mr. Gray asked are you saying he is obligated in the future sense?

Mr. Colon responded yes.

Mr. Gray asked how stable is he as compared to us doing the land clearing?

Mr. Colon stated I will tell you how the negotiations went. At first he wanted the full appraisal price of \$3.2 million and we said no then he came down to \$2.9 million and we said no, he came down to \$2.8 million and we said no and finally he came all the way down to the \$2,575,000 and I thought that was a pretty good deal especially if it

appraised for \$3.2 million even with the wetlands. Then I said I also want you to be responsible for the land clearing and demucking and he agreed to it.

Mr. Gray stated so we didn't lose anything.

On MOTION by Mr. Mendelson seconded by Mr. Gray with all in favor the agreement for sale and purchase of the Sabra Land Trust property was approved in the amount of \$2,575,000.

#### **Utility Billing Work Orders**

Mr. Hyche stated the next item is the utility billing work orders which were included in the agenda package.

#### **Discussion of Memorandum Regarding Purchase of ¾ Ton Truck with Utility Body & Crane**

Mr. Hyche stated the next item is discussion of memorandum regarding the purchase of a ¾ ton truck with utility body and crane.

Mr. Mendelson asked who is going to drive the truck?

Mr. Colon responded the same people who drive it now. The truck we have is falling apart. It is a budgeted item.

Mr. Gray asked which one are you recommending? I know the company but are you talking diesel or gas?

Mr. Colon stated I think diesel because they could run the truck in idle and use the crane.

Mr. Gray stated you get a longer life out of it with diesel.

On MOTION by Mr. Gray seconded by Mr. Mendelson with all in favor the purchase of a ¾ ton diesel truck with utility body and crane from Plantation Ford in the amount of \$47,417.10 was approved.

**B. Attorney**

**Reimbursement Agreement**

Mr. Lyles distributed copies of the reimbursement agreement and stated this is being presented to you in this fashion because while we have been communicating with WCI through Dave Caldwell for a period of weeks regarding pending funding agreement amounts that have been the subject of negotiations between Doug and WCI we actually reached the final terms yesterday afternoon. We modified what was a work in progress in a draft earlier today and distributed that this afternoon. Without requiring you to read this whole thing let me tell you that this covers a series of 35 funding agreements between NSID and WCI for construction and funding of various projects within Heron Bay. You will see a reference to Parkland Golf & Country Club as well there were certain advance fundings that occurred on the part of the district for engineering work, projects that didn't get built in the Parkland Golf & Country Club area so those are actually being treated as an offset against the amounts owed by the district under the 35 agreements and the sum and substance of the financial part of this is toward the bottom of page 2. If you add all the face amount of the funding agreements together plus interest it comes to a grand total of \$7.2 million. There is a reimbursement under the Parkland transaction due back to the district of \$671,000 leaving a net amount of \$6.5 million that is on the table that the developer claims entitlement to. Your manager in a series of meetings and negotiations with WCI has worked out a compromise with a total amount of \$4.4 million to be paid from bond proceeds by the district to WCI to resolve all those 35 agreements and that \$6,551,000 amount that is sitting out there that we owe. We want to ensure and the reason we

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have this agreement is that we cover all the loose ends in all the agreements that are to be covered by this. Since this is in draft we don't have the full list of the 35 agreements.

Mr. Gray asked does our original funding agreement agree to a certain percentage rate for paying interest on the money if we didn't have it paid since we didn't have an agreement on when to pay it?

Mr. Lyles stated interest kicks in at certain points in time after completion so these interest provisions are not a gift they are in the funding agreement.

Mr. Gray stated so even though we didn't have a date to pay we had a date when interest would start accruing.

Mr. Mendelson stated the bottom line is it went from \$6.5 million down to \$4.4 million.

Mr. Lyles stated these numbers come from our staff not WCI so they calculated the interest based on what was mandated not what WCI was requesting.

Mr. Colon stated it really puts the issue behind us and I think everyone agrees that we will probably never do these agreements again.

Mr. Mendelson asked are you looking for our approval on this?

Mr. Hyche responded yes.

Mr. Lyles stated I'm looking for your approval on this at these numbers and I have to be fair to WCI some of the protections that we are asking for on behalf of the district have not been approved by their lawyers yet, particularly at the bottom of page 3 which is section 4 developer's representations and indemnification of the district in case there are any claims against any of this money, certain representations and protections because as you know WCI did go through a reorganization in federal bankruptcy court and we want to make sure that we don't get by paying this money to WCI either dragged into any claims that some creditor might have or anything in the future in terms of a liability on our part. All that needs to be agreed to by WCI so I would ask you to approve the reimbursement agreement that is before you pending

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final legal review and only after I'm through with it and any possible changes they may have and they may not have any, it will be presented to the president for signature.

Mr. Gray stated it is possible that WCI didn't pay some of these things unless you have evidence that they did and if they are wiped out under the bankruptcy and then pay them they are effectively after having disbursed their liabilities are taking on an asset that they wouldn't have had, had they taken care of this prior to the bankruptcy. It seems to me that they have done it on a couple of occasions actually, this being one of them. Whatever protection we end up with I want to make sure that there is some very solid protection that they can't come back on us.

Mr. Lyles stated the protections are most of page 4 of this document. You will recall that we had some issues with TOUSA and its bankruptcy and we retained bankruptcy counsel in Delaware to represent us in connection with that. We have utilized the same bankruptcy firm to assist us to make sure that we are covered. You will see very specific references to any committees of creditors any of the parties in the bankruptcy claim so we believe we have gone through the records of the bankruptcy proceeding itself, identified the potential claims that might be brought and that is covered in section 4 on page 4 with all those references to the bankruptcy proceedings that WCI went through.

Mr. Gray stated my concern would be that under bankruptcy law they had an asset they didn't disclose and I don't know what they disclosed and didn't disclose in the bankruptcy.

Mr. Lyles stated you will see at the top of page 4 under section 2 developer has complied with any requirement under the bankruptcy code or order of the bankruptcy court in relation to that bankruptcy proceeding regarding disclosure of any contingency liability, etc. That is where we pick that up.

Mr. Gray stated okay.

On MOTION by Mr. Mendelson seconded by Mr. Gray with all in favor the reimbursement agreement with WCI was approved in the amount of \$4.4 million to be paid from bond proceeds subject to final review by district counsel and developer's counsel.

**C. Engineer**

There not being any, the next item followed.

**EIGHTH ORDER OF BUSINESS**

**Approval of Financials and Check Registers**

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

On MOTION by Mr. Gray seconded by Mr. Mendelson with all in favor the check register was approved.

**Excessive Water Bill**

Mr. Colon stated we have something that came up by our billing manager. We briefly discussed it and I said I would bring it to the attention of the board.

Mr. Daly stated we have a couple of residents who through no fault of their own had a huge bill one of them was \$1,200 for one month.

Mr. Gray asked what do you mean through no fault of their own?

Mr. Daly responded they weren't even here and there was a leaky toilet or something that went out on the irrigation system.

Mr. Mendelson asked has it been repaired?

Mr. Daly responded yes it has. They are looking for relief and other districts charge a sewer component to the bill you have a cap so we can't give relief with regard to that. Your cap is \$21 or so. They are looking for a little relief.

Mr. Colon stated the reason we felt it was necessary to bring it up is Dan has advised us that he gets about two of these a month. What is happening is we have to take the homeowner's word for it that they had a water leak and that the water they used was basically not being used it was just because through no fault of their own or some reason. From a \$1,200 bill it would bring it down to about \$300 and there are a couple cases here but this is happening a couple times a month. Does the board want to take the word of the homeowner when they call up and give them relief?

Mr. Gray stated that is the problem I have is what you just said. I was going to ask how do we know because when I worked for and I still do work for developers homeowners would run their irrigation not knowing that really costs a lot if they use that water for that long and they are going to call you up and say I didn't know but they used it.

Mr. Daly stated when we are able and it is most every month unless we are short handed or there is a lot of rain or something like that, we come across the billing and clean it up before we send it out and we see something that is an anomaly that stands right out such as 200,000 gallons. We send someone out to check the reading before we put the bill out, do a verification to see if there is any leak present and then we call the resident if there is a leak. We actually notify them before the bill goes out. They cannot come back and say it has to be your meter because now they had three days to go to Home Depot and fix it. In a lot of cases we have more information than they do. We have had our guys out there we have the background noted in the file. What Rod was intimating was that we can cut the bill and still stay within the parameters and guidelines that most districts have. I know in CSID some of the covenants of the bonds say we will always bill for water that passes through the meter.

Mr. Gray stated my question is just what you said. Do we verify they had a leak because if you go to the meter you can see it spinning. Do we verify that they had a leak that was not taken care of therefore; they are not "of their own action"?

Mr. Mendelson stated they could pass the word along to someone else and we set a precedent that we are going to pick up the tab on this.

Mr. Colon stated whatever you set tonight will set a precedent.

Mr. Gray stated I'm just saying I used to see a lot of people lie to me about it.

Mr. Colon stated you may get that but he is saying it is not every case.

Mr. Gray stated I think there are some legitimate people and I think there are people who lie to your face when they see their bill and say I didn't know it was going to cost me that much.

Mr. Colon stated basically our rate structure is for conservation and there are tiers. If you use a certain number of gallons you pay a certain rate and if you go above that you fall into a higher tier and will be charged a higher rate. One of the suggestion that Dan brought up is if he did the due diligence and he could do some type of verification where they call the homeowner first and like this particular person all his bills were averaging around \$30 except for one bill that is \$1,280. He is asking should NSID charge the lowest tier meaning we are still charging for the water but we are charging the lowest tier. That would knock about \$746 off his bill. Maybe you could set a policy that it can only happen once in a lifetime. We can do some research and come up with a couple of suggestions and put it on your next agenda.

Mr. Gray stated as far as these particular cases go if you are suggesting that we put it on the lowest tier I am okay with that. I am not okay with wiping it out. Then if you can come up with some suggestions for an ongoing policy for the next meeting that would be fine.

Mr. Daly stated just to be clear both these residents were very honest and one said it was his irrigation system and the other said it was his toilet.

On MOTION by Mr. Gray seconded by Mr. Mendelson with all in favor staff was authorized to bill the amount for the lowest tier of the water conservation rates for the properties at 5511 N.W. 88 Terrace and 12320 N.W. 81<sup>st</sup> Street for this particular billing cycle only.

On MOTION by Mr. Gray seconded by Mr. Mendelson with all in favor the meeting adjourned at 5:44 p.m.



David Gray  
Secretary



Steve Mendelson  
President