

MINUTES OF THE FEBRUARY 9, 2017 CORAL BAY COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS MEETING

Thursday, February 9, 2017
7:00 p.m.

Coral Bay Recreation Center
3101 South Bay Drive, Margate, Florida

Call to Order

The meeting was called to order at 7:00 p.m. in the Coral Bay Recreation Center.

<u>Attendee Name</u>	<u>Title</u>	<u>Status</u>
Tony Spavento	Chairman	Present
Daniel Dean	Vice Chairman	Present
John Hall	Supervisor	Present
Tina Hagen	Treasurer	Present
Ronald Gallucci	Supervisor	Present

Also in attendance were Michael Pawelczyk, District Counsel, Dennis Baldis, GMS, Julio Padilla, GMS and 11 residents (copy of sign in sheet attached hereto and made a part hereof)

1. Roll Call and Pledge of Allegiance

Mr. Spavento called the meeting to order and led the pledge of allegiance.

2. Audience Comments/Supervisors Responses

Mr. Kapalka: All the green areas and walkways in Coral Bay are inundated with dollar weed and all kinds of weeds. The canal on N.W. 62nd Avenue is getting really trashy, along the bank there are plastic bottles, trash, coconuts; they need to skim some of that stuff out of the water.

Mr. Spavento: We will take a note of those items on next Wednesday's tour.

Ms. Sookdeo: I received a letter and need to know what the problem is.

Ms. Hagen: I suggest rather than answer this lady's question right now let's find out if the other residents are here for the same reason then we can respond once.

Several homeowners indicated they were there for the same reason, i.e., receipt of a letter from the district.

Mr. Baldis: The CDD has a 20 foot lake maintenance easement around the lake and along the canals. The reason we have that is in case there needs to be maintenance for the lake we need to have that open to get through to do some work. The current policy is that nothing is allowed in that easement. However, looking at the aerials of the properties on the lake and observing it through the Broward County Property Appraiser's web site and physically walking around there are several homes that you can't get through. The board asked that we get the ball rolling, get people involved and let them know our situation, so that we can figure out the best way to have access with the least disruption to everybody.

Ms. Hagen: If you look at the closing papers and survey you received at closing you will see the lake maintenance easement clearly indicated and that it has to be kept clear for that purpose. It is not something that we just dreamed up last week or last month this was the case when you bought your property.

Ms. Paschall: I'm curious as to what type of maintenance you do on the lake that boulders or cement bags that you put down for erosion control would prohibit you from doing that maintenance.

Mr. Spavento: It would depend because we have all different kinds. If you have something approved by your HOA, like a structure or wall that you put in with HOA approval, then that is probably not going to be a problem. We may never use the easement; it is for future potential need. We need to know that 15 years from now if part of the lake bank falls in or there is a situation that requires equipment to be brought in, that we will be able to do that. It has never been needed and it may not be needed in our lifetime, but we need to ensure it is available. I received the same letter and I don't have as much of a potted plant in that area. So if it doesn't apply to you there is nothing to worry about.

Mr. Mizusawa: You mentioned the drawing showing the easement. So I guess that if any property when you purchase is in violation of the easement, then that is something that actually needs to be disclosed during the purchase? Also, are there any plans for shoreline restoration?

Mr. Pawelczyk: There is no obligation on the part of the CDD to disclose anything. When you buy a home or refinance your home, a survey is required and you will see on the survey, lake maintenance easement, and that is in the disclosure.

Mr. Mizusawa: The drawings themselves when the community was built had to be put on record with Broward County and that should definitely have an indication of the easement.

Mr. Pawelczyk: I believe it is either on the plat or there is a separate easement instrument that refers to the lake maintenance easement.

Mr. Mizusawa: What about the second part of my question, about lakeshore restoration? Water has eroded the property and we went to engineering about putting up erosion control. I have been here for 15 years and I know this is erosion. After five years I started to see erosion and I got the plans that were permissible and built up something and never thought about the easement but the land had already been eroded. I don't know if erosion control has ever been done before or if this is something that needs to be considered.

Mr. Dean: For clarity I have heard a couple of things. I don't think any of these letters referring to encroachment in the easement are referring to erosion mitigation. That is not considered an encroachment. I will point back to what Mike said about the types of things that are in the easement areas, and I think we identified half a dozen or dozen where the easement is literally blocked 100% all the way down to the shoreline by fences, trees, landscaping or other substantial kinds of structures; those were not things that were put in place to mitigate shoreline erosion or other sort of temporary type structures. There was a great deal of discussion around those points of what might be permissible and how we might work with people because some we may not necessarily have to remove everything. We have to find a way to come to some kind of balance.

Mr. Pawelczyk: Some things that are planted in the lake maintenance easement depending on where they are planted and what they are they actually contribute to erosion may not require removal. These are things that the board is trying to address now rather than later in order to help against erosion, while at the same time maintaining access. I don't want to speak for the board but this board has never said that their intention is to make everyone move everything out of the easement. That is the current policy, but I think the board is trying to look at this because we know there is a lot of stuff in the easement. For instance if there is a three foot palm tree and it is two feet into the lake maintenance easement and 18 feet from the water's edge who cares because the purpose of our easement is still achieved. However, when property is blocked from the maintenance easement line to the water's edge then we have a problem. Other issues have happened in hurricanes, where trees that have been planted within 10 feet of the lake have fallen into the lake, floated around and blocked the drain structures. Such a blockage could cause massive flooding in the community, and flood not just the people on the lake but everybody in the community. Those are things that have happened in other districts, not to the degree of catastrophe, and I think the board is therefore trying to address the issue before there are any problems created.

Mr. Baldis: What really started this ball rolling was residents asking us to put stuff in the easement, we said no, and they immediately said my neighbor already has an encroachment. This situation caused staff came to the board and indicated that these situations need to be addressed. We sent the letter to everybody to get a conversation started, and to determine the best way to resolve this for both the residents and the board that will keep the easements open and usable. The next step is to go out and identify things that we believe to be in the easement; we will mark them with survey tape and that will get everyone's attention. The goal is to come to some easy solution that works for the board and residents.

Mr. Kapalka: To follow-up on lakeshore restoration I wanted to make a case in point. The wall that we built is great and provided those houses with privacy and noise suppression, which should have had a positive affect on those properties overall good for the community. Lakeshore restoration would add land that will improve the value.

Mr. Pawelczyk: A district may fund lake bank restoration, so if this board or a future board decides at the time that it is economical and in the best interests of the community to fund that public improvement, then they can do so. It is extremely expensive and I think there have been some areas that this board has restored around Peninsula Park.

Mr. Spavento: Someone came to us recently and asked if they could restore it a little bit. They showed us their previous survey and we allowed them to do the restoration.

Mr. Pawelczyk: In the past, this board has said that if you want to restore your property, then come show us the plan because we have a permit with South Florida Water Management District that requires us to maintain a lake and stormwater facilities in a certain manner. Whatever your plan is, we want to make sure through the engineer that it is consistent with that permit. If you wanted to jump ahead and do it because your property has been impacted, you can come to the board and make that request of the district to allow you to do that.

Mr. Kapalka: I wasn't aware that you are permitting individuals to do their own personal restoration. Did they have to go to the engineer to get approval for what type of restoration has to be done? You provided the erosion control blueprints, a permissible option?

Mr. Padilla: The district engineer will need to approve that.

Mr. Kapalka: But you don't offer plans to individual homeowners and say if you plan on restoring your property, then this is how or what you need to do.

Mr. Baldis: If you like, you can ask us to give you a copy of what has been previously approved, and we will be happy to give it to you.

Mr. Padilla: We have some information on our website.

Mr. Dean: It is less about restoration and more about how to put rip rap in to stop it. With respect to actual restoration, it is going to be on a case by case basis. What is appropriate here might not be appropriate in another location; it is kind of hard to make it generic.

Mr. Gordon: I have planted trees for privacy from my neighbors. I have abusive neighbors who pull up their shades, so that is my privacy. I don't want to be selectively picked on with orange tape wrapped around my bushes. It bothers me that you are going to come out and pick on people's trees while we are trying to restore our lake and have trees and wildlife.

Mr. Spavento: When we do go out and things get tighter and tougher and we start getting into those cases, we are going to be looking at the individual circumstances. When we get to that stage worry about it but if you know you are guilty you're guilty.

Mr. Epps: I'm interested in the improvements that are going on at the North Bay gate entrance. If it is being discussed later I can wait until then but I have seen signs and nothing seems to be happening.

Mr. Spavento: One of the FP&L boxes was damaged and they are putting in new electrical boxes.

Mr. Baldis: Their work is done.

Ms. Bajua: Can you tell me how many feet is your easement from the bank?

Mr. Pawelczyk: The best way to do it is look at the most recent survey, which will show how far that easement line is from the rear of the house.

3. Staff Reports

A. Attorney

There being none, the next item followed.

B. Engineer

There being none, the next item followed.

C. Treasurer

- 1) ***Approval of Check Run Summary and Invoices***
- 2) ***Combined Balance Sheet, Statement of Revenues and Expenditures***

ACTION:	Approve check run summary
RESULT:	Check run summary approved
MOVER:	Dan Dean
SECONDER:	Tina Hagen
AYES:	All in favor
Tape time: 38:34	

A copy of the combined balance sheet was enclosed.

D. Field Manager

- 1) ***Monthly Report***
- 2) ***Lake Report***
- 3) ***Gate Report***

Mr. Padilla reviewed with the board the items listed on the field manager’s report, the monthly lake report and the gate report that were included as part of the agenda package.

Mr. Pawelczyk reviewed the agreement with RC Electric and the forms provided by FP&L.

ACTION:	Approve First Amendment to Small Project Agreement with RC Electrical Solutions, LLC and FP&L documents
RESULT:	First Amendment to Small Project Agreement with RC Electrical Solutions, LLC was approved and the proper district officials were authorized to execute the FP&L documents as necessary
MOVER:	John Hall
SECONDER:	Dan Dean
AYES:	All in favor
Tape time: 49:56	

Mr. Baldis: Once this pump is installed and connected to the main line. There will be other costs for the distribution line.

I would like clear direction on what we are supposed to do with the easements.

After further discussion by the board staff was directed to do a walkthrough of the properties on the lake and verify if there is a 10 foot or 15 foot clear easement area, photograph and note any obstructions and bring that information back to the board for further discussion and action.

E. Manager – Approval of the Minutes of the January 12, 2017 Meeting

ACTION:	Approve minutes of January 12, 2017 meeting
RESULT:	January 12, 2017 meeting minutes approved
MOVER:	Tina Hagen
SECONDER:	John Hall
AYES:	All in favor
Tape time: 1:30:03	

4. New Business – Buzz Discussion

Mr. Padilla: At the request of the board I have an itemized list of the projects staff has done since the last newsletter and the project cost.

Mr. Padilla was directed to provide a brief description of each project, photographs of projects, yearly total of projects, information on where new residents can find their homeowner's documents, provide alternative methods of sharing information for people with no internet access.

Staff to obtain a list from Envera on the transponder IDs with a date and time stamp when last used to present and discuss at the next meeting.

5. Old Business

Mr. Hall: It may be time to send another letter to the school, parents are still blocking North Bay Drive and using it for a drop off and pick up area. From time to time the school sends a flier home with each kid to take to their parents saying, quit pulling into Coral Bay, quit pulling into Best Buy, quit pulling into the place across the street and letting your kids out. Just a reminder will solve most of it.

A. Lighting Plan Update

Mr. Hall: In looking at the backup do we owe this contractor all the bills? What does our contract say?

Mr. Spavento: We asked at the last meeting to make sure that we determine before we pay. Have we done that? I have seen the bills but have they gone past the attorney and do we have to pay these travel fees?

Mr. Padilla: In the agenda is a summary of our findings. It is broken down by invoice.

Mr. Spavento: Has this all been reviewed and are they legitimate charges?

Mr. Padilla: I can go over it and give you an explanation because there are questions about some charges.

Mr. Pawelczyk: When the work is completed we are supposed to pay them the \$12,200. It does not have to go back to this board for approval. When the work is done you pay the man for his work whether you like his work that is not an issue as long as he has complied with the terms of the contract. I have looked at the invoices all the travel invoices. The contract as far as travel goes states that travel expenses need to be approved in advance. Julio said he never gave him approval to do that extra travel so pursuant to the terms of the contract unless there is additional information that this guy has to supply us with, those travel invoices are not reimbursable. Regarding the FPL one for additional coordination with FPL, I see that as part of the scope of services under the main agreement; if it is not (if it is additional work), when did this board or the manager authorize him to do additional work? If he wasn't authorized to do the additional work, we don't have to pay for it. Julio has told me he copies his lawyer on every correspondence, so he is probably thinking that he needs to do that if we contest those invoices (which I think we should and require him to provide additional information in support of where in the agreement does it say we owe him for this invoice). We should notify him that at this time we are going to reject those invoices for additional work.

Mr. Spavento: I think the mockup demonstration was deceptive as well. I thought we were going to get a phone call that there is going to be a mock demonstration- come see it, not a bunch of grainy photographs that could have been taken in any community for all I know. I would like that looked into, and if that is not per the contract, I would like to withhold that payment because when I give a demonstration I do it in front of people.

Mr. Pawelczyk: The mockup demonstration was included as part of the contract.

Mr. Spavento: Was that \$6,200?

Mr. Pawelczyk: Julio told me that was if we wanted an additional mockup demonstration on-site, because he never provided that. That was only if the board wanted a mockup demonstration, then we can agree to pay \$6,200 for him to come out.

Mr. Padilla: Regarding the "demo" the contract did not state specifically that Brilliant Lighting had to notify the board in advance before doing the demo.

Mr. Spavento: I don't consider that a demonstration at all. I never saw the lights.

Ms. Hagen: There was also something in there about insurance because he extended over 11 months or something. I would like to count how many times he was supposed to come here and he was in China one month and somewhere else another. As far as dragging it out, he was the big culprit in doing that. He had asked us at the meeting to tell him what we needed to feel the project was complete and I sent something to Julio. Did he send anything back?

Mr. Padilla: He said he is working on it and within the next two weeks he will provide the final documentation and that will complete the project and he expects payment as soon as he provides that information.

Mr. Hall: Has anyone notified him that we are questioning these three invoices?

Mr. Padilla: We are discussing it first now, and then we are going to notify him.

Mr. Hall: As Mike said we need to let him know that those are in question, and he needs to provide us his backup showing where in the contract we owe that money.

Mr. Spavento: Asking us to give him \$500 to buy a 20 foot long aluminum pole to hold the light up for five minutes is insane. Asking us to buy his screwdriver is crazy. That is \$3,200 for this nonsense.

Mr. Pawelczyk: Not anyone has ever said that we would pay for that. There is nothing in the contract that we said we would.

Mr. Spavento: We might have given him a verbal on the actual fixture he told us if we wanted a demo I think we might have given him to buy a fixture. I want to be fair but some of this stuff is ridiculous, metal poles, \$3,000 for test labor is insane. Two electricians two days but where? I see a man in the dark holding a pole, these two men never came to the meeting, I saw no electricians. I saw those guys in the pictures. I don't buy any of this.

Mr. Pawelczyk: It wasn't approved in advance.

Mr. Padilla: The demonstration that he is asking it is an invoice only if we approve it, he is going to charge us for that, he just wants to know if we want to do it that will be the cost. Also in addition to that going forward if we ask him to come to the meetings he said he is going to charge us under the same parameters he is charging to come to prior

meetings but he says he will be available via telephone during the meeting if you let him know ahead of time and there would be no cost for that.

Mr. Hall: When the services are complete he deserves the other half of his payment and the other stuff he needs to show us where in the contract and why we owe him.

Mr. Baldis: You are questioning the mockup and you want to deduct that from his original contract amount?

Mr. Spavento: I don't feel that we got a mockup.

Mr. Baldis: That's why I'm asking if you think that is something that needs to be deducted.

Mr. Dean: Let's ask the attorney.

Mr. Pawelczyk: I'm not going to discuss this anymore. This not where we negotiate these things. If he has completed the work he is supposed to get paid for it. IF the specifications are good (and I don't know if they work because I don't write specifications), and we can stand by them, that is great. If they were vague, then that is what we can argue that they are vague, this is an example then that is what we fight over in court. I just don't want to get this board into a position where we are fighting over \$10,000 and spending \$30,000 and he is spending \$30,000. We want to avoid that.

Mr. Spavento: We bought this light. It is not a gift from him, it is our light.

Mr. Pawelczyk: If we paid for it, then it is our light.

Mr. Spavento: We want the light.

Mr. Padilla: He hasn't charged us for it.

Mr. Spavento: I saw \$1,600.

Ms. Hagen: But it doesn't say he is going to give it back at the end of the thing either.

Mr. Spavento: Either way, it was for the demonstration and it is ours, \$1,575.

Mr. Pawelczyk: That is the mockup that we didn't get. We haven't approved that mockup anyway. We will leave it to Julio to answer his invoices. We will relook at the

mockup and if we feel that we have a good argument, then we will address that accordingly. Basically that is all I look at, and if there is an issue it will be brought back to the board. We will work with Julio and probably make a phone call to him once he thinks he completed the work and may have a call to discuss these other invoices rather than send a letter. I want to avoid the situation of someone filing a lawsuit over what is really not a lot of money from a litigation standpoint. It is a lot of money to each one of us, but it is not a lot of money from a litigation standpoint. If we have to, we have to.

B. Consideration of First Amendment to Small Project Agreement between Coral Bay CDD and RC Electrical Solutions, LLC

This item was taken up earlier in the meeting.

The meeting adjourned at 9:32 p.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman