

**MINUTES OF MEETING
HAMAL
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Hamal Community Development District held a Regular Meeting on December 13, 2021 at 6:00 p.m., at the Briar Bay Clubhouse, 3400 Celebration Blvd., West Palm Beach, Florida 33411.

Present were:

Joseph Petrick	Chair
Steven Pincus	Vice Chair
Ione Senior	Assistant Secretary
Benjamin Cuningham	Assistant Secretary
Marc DePaul	Assistant Secretary

Also present were:

Cindy Cerbone	District Manager
Jamie Sanchez	Wrathell, Hunt and Associates, LLC (WHA)
Michelle Rigoni	District Counsel
Joe Brown (via telephone)	Kutak Rock LLP
Leo Giangrande (via telephone)	District Engineer
Wesley Finch	Operations Manager, Kings Association Management, Inc. (KAM)
Steve Smith	Craig A. Smith and Associates, Inc. (CAS)
Steve Carrier	Palm Beach County
Carl Bengtson	Palm Beach County
Chuck and Debbie Reid	Residents
Jean Marseille	Resident
Danielle Hanson	Resident
Loytavian Tarrell	Resident
Tabatha McDonald	Resident

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Petrick called the meeting to order at 6:05 p.m. All Supervisors were present.

SECOND ORDER OF BUSINESS

Pledge of Allegiance

All present recited the Pledge of Allegiance.

THIRD ORDER OF BUSINESS

Public Comments

Ms. Cerbone explained that there would be two opportunities to make public comments during the meeting. She discussed the process and noted that the Board and Staff are not required to respond to any questions or comments during the meeting; responses are at the Board's discretion and/or direction.

Resident Debbie Reed stated her interest in discussing the fountain and the median. Mr. Petrick stated these would be addressed by Mr. Finch, during his report.

FOURTH ORDER OF BUSINESS

Update on Discussion with County on Jog Road Maintenance Responsibilities and Consideration of Proposed Maintenance Scope

A. Maintenance Permit

B. Interlocal Agreement

Ms. Cerbone stated that a meeting was held prior to today's meeting at which District Staff and Mr. DePaul met with two County Representatives to discuss the possibility of the CDD assuming responsibility for maintenance of the medians.

Ms. Rigoni stated the CDD has been entertaining the idea of assuming responsibility for maintaining the medians for some time. County and District Staff discussed the historical background of previous requests and the Interlocal Agreement. The County advised that any entity willing or needing to maintain the roadway and irrigation must go through the permitting process. The proposed permit was included in the agenda for discussion and County representatives were also available to answer questions.

Mr. Petrick stated this was presented and discussed before and asked if any proposed changes differed from what is presented in the agenda.

Ms. Rigoni stated the County expressed a willingness to modify the permit form to meet the CDD's needs; some portions of the permit would be struck out or amended accordingly. A termination clause may be added to give the CDD the option to terminate responsibility for the

permit, if necessary, and provisions that would only apply while the CDD is being built out, such as getting plans approved or initial construction of landscaping and irrigation, would be removed. Language would also be inserted to clarify the scope of the CDD's responsibility; the permit would be limited to maintaining the medians and not paved roadways or infrastructure beneath the roadways. The Board further discussed proposed revisions to the permit and the accompanying map depicting areas of CDD responsibility.

Mr. DePaul stated the conversations went very well and great progress was made. He thanked the County representatives for their assistance and participation. Mr. DePaul stated that the spirit of the permit would be drafted more towards maintaining the existing landscaping. The construction-related matters would be carved out and the District would focus on the historical beautification of grass, shrubbery and trees on medians so as not to create an additional burden for the CDD.

Ms. Senior asked who would be responsible for irrigation repairs. Ms. Rigoni stated there was ongoing discussion about who would repair an irrigation line that is currently broken and the County might be willing to perform the initial repair, with the understanding that the CDD would accept responsibility for such maintenance or repairs in the median areas only, going forward; however, should an irrigation line break underneath the paved roadway, the County would be responsible for those repairs.

Mr. Cunningham felt that it is important to include qualifying language with regard to crossings, given the different proposed areas of responsibility and the question of what happens in the future when crossings will require maintenance in proximity to medians.

Ms. Cerbone stated that questions remain but the County representatives are aware of the desire to limit the CDD's responsibility for irrigation to areas accessible without removal of roadway in some shape or form. She stated that safety was discussed, from a roadway perspective, and the County may require cost sharing for irrigation breaks beneath the roadways; details were not finalized yet but discussions were fruitful so far.

Mr. Steve Carrier, of Palm Beach County, stated the median in question has very nice trees, grass and irrigation. He stated that the County does not maintain those types of areas so the County is very interested in allowing the CDD to maintain the median because it is good for

all members of the public. He stated after today's meeting the County is more clearly aware of the CDD's issues, which are primarily related to irrigation under the pavement. The County is not interested in the CDD maintaining County roadways, milling and resurfacing, patching potholes or working on striping or drainage. While permittees who perform improvements in the County's ROWs are responsible for the beautification to the trees and irrigation, including damage to roads from tree roots and irrigation breaks, he understands the circumstances in this specific area and would work to resolve the issues because the County would like someone to take over the maintenance. Mr. Carrier stated, if the maintenance is not taken over, the County would likely remove all the trees, cap the irrigation, install sod and mow the median once a month; as it is much preferred that the irrigation and beautifications remain, the County would work to find a resolution. The location of an unimproved grass median in the vicinity was discussed.

Ms. Senior asked what entity would be responsible for restoration if the County needed to perform work underneath the median.

Mr. Carrier stated the County should not need to work in the median if it is being maintained but, if an improvement such as an additional turn lane is needed, the CDD would be asked to cut and cap irrigation or remove hedges, etc., if necessary. The County would not be responsible for any irrigation in the median.

Mr. Pincus asked what entity would be responsible for repairing damage to the portion of the median the CDD agreed to maintain if it is damaged as a result of County road work.

Mr. Carrier stated those repairs would typically be the responsibility of the permittee if they choose to beautify the County's road; the County's responsibility is to the taxpayers.

Ms. Rigoni stated the situation is unique because, when the community was initially being built, one of the Developers had a construction permit to build the beautifully landscaped medians but the permittee apparently failed to assign maintenance responsibility to a successor permittee. She stated neither the CDD nor the County could identify a successor permittee. The CDD was working to protect residents by limiting the scope of CDD responsibility but, from the County's perspective, the permittee should be responsible for maintenance.

Mr. Carrier stated the County's goal is to find somebody willing to maintain the median to the minimum County standards.

Ms. Rigoni stated a follow-up meeting with the County was scheduled for December 13, 2021. She asked for Board for consensus and direction regarding the scope of the permit. As maintenance stands today, the County would like the CDD to assume responsibility for the areas highlighted in red. She asked if the Board was comfortable with the County's request for the CDD to maintain more than what was traditionally done. Discussion ensued regarding the map, the size of the additional area of proposed maintenance in front of Vista Lago and the possibility of asking the apartment community to contribute to maintenance.

Mr. Petrick noted that a separate cost analysis of maintenance costs would be needed. He asked why the County preferred a permit instead of an Interlocal Agreement. Discussion ensued regarding the considerations and Mr. Carrier stated the permit would be quicker and less complicated, provided all permit conditions could be addressed without going to the Board of County Commissioners. He would like to continue discussions and approval is within his Division's authority. The consensus was that the Board was willing to continue median maintenance the same as in the past, along with the additional area proposed, provided other issues discussed are addressed by the County.

Ms. Rigoni asked if the CDD was willing to contribute a proportionate share to repair certain irrigation lines under paved roadway to a certain extent. Discussion ensued regarding under which circumstances the CDD would contribute, the cost of irrigation repairs and resulting liability issues. Ms. Rigoni stated the County was clear that the CDD would not be responsible for any road repairs; the issue was irrigation repairs related to road construction.

Mr. Carrier stated, generally, a permittee wishing to beautify a median would be responsible for everything, including irrigation on the roadway and damage resulting from tree roots. He expressed his understanding that there is an existing irrigation leak and future problems may cause an issue. Mr. Carrier stated, if the CDD would not agree to share the cost of repairs resulting from issues with CDD irrigation lines, the County might decide to cut and cap the irrigation line, which would kill the grass. Discussions were ongoing regarding cost sharing and capping CDD liability at a specified amount per occurrence.

Mr. Pincus stated a clear understanding of the division of labor between the County and the City is needed. Mr. Carrier stated the County is responsible for everything in the right-of-way (ROW), including sidewalk, pavement, grass, curbs and drainage; any utilities present are subject to a permit, including sewer, and permittees are responsible for damage resulting from their permitted utility. The City has permits for water and sewer lines. Mr. Pincus asked if there is anything in the permit addressing what happens if another permittee causes damage. Mr. Carrier stated, if the City line damages beautification efforts, the CDD or the County would ask the City to repair it. Mr. Pincus asked if there is cross-permittee liability. Mr. Carrier stated there is not. With regard to taxpayers protection, Mr. Carrier stated that a County program known as Only Trees, Irrigation and Sod (O.T.I.S.) improves only County thoroughfare roads; the CDD was not eligible for this program as it is within the City.

The consensus was to direct Ms. Rigoni to continue discussions with the County and have Mr. DePaul attend on behalf of the Board. No decisions would be made but discussions with the County would be held to finalize the language in the proposed permit, including the extension of the area discussed on the map and the potential cost sharing with the County for road-related irrigation repair. Ms. Cerbone stated a Special Meeting could be added in January, if necessary; otherwise, this item would be discussed at the February meeting.

Mr. Pincus asked for clarification of how cost sharing would apply, if it is possible.

Mr. DePaul stated it seemed that, as of right now, the CDD has no responsibility in the area being discussed and the Board would need to decide whether to assume the additional responsibilities that come with the permit. Mr. Petrick recalled that, as stated by Mr. Carrier, the option would be to cut the irrigation and cap it off.

Discussion ensued regarding whether the CDD would continue maintaining the median in the interim. Mr. DePaul stated his understanding that there is no agreement today. Mr. Carrier stated that was correct. Mr. DePaul believed that, as it stands today, the median is clearly owned by the County and it is County property. Mr. Carrier stated that was correct and maintenance is covered under a permit.

Mr. DePaul felt that the information request showed that there was no assignee or the entity that holds the permit is no longer sufficient so it goes back to the median being County-

owned property. He asked if the request from the County is for the CDD to continue maintaining the median by cutting the grass, as a sign of good faith. Mr. Carrier stated he was not seeking a decision, he would just like the CDD to give that some thought. He stated, to his knowledge, there was currently no outstanding Notice of Violation but one might be issued if the median becomes overgrown. It was unclear to which entity the Notice of Violation would be issued.

Discussion ensued regarding liability. Mr. Petrick stated that the CDD's concern is related to the issue of liability. The consensus was that some type of written agreement is needed for the CDD to maintain the median for the time being.

Mr. Carrier stated, given the liability issue, he was no longer comfortable asking the CDD to continue maintaining the median and noted that, if an agreement cannot be reached, it was likely that another Notice of Violation would be issued. Ms. Cerbone voiced her understanding that, given Mr. Carrier's uncertainty regarding whether the County would do additional mowing in the median, he was just setting the expectation for the Board and the public right now. Mr. Carrier stated Ms. Cerbone was correct.

Ms. Rigoni stated, for the next meeting, she and Mr. DePaul would work with County staff to have a revised form of permit, pursuant to Board direction and discussion from today, for consideration and approval at the next meeting.

Ms. Cerbone asked if the Board wished to open the floor for additional public comments while the County representatives are present. Mr. Petrick felt that, based on the comment cards submitted, it would be best to take public comments at the end of the meeting.

FIFTH ORDER OF BUSINESS**Update: RFQ for District Engineering Services**

Ms. Cerbone stated that the District Engineer, Mr. Giangrande, submitted his resignation and generously provided more than the requested 60 days' notice so the CDD has time to hire another firm. When the Request for Qualifications (RFQ) was published, no responses were received and, upon discussion with District Counsel and pursuant to the CDD's

Rules of Procedure, bids were solicited from Engineering firms. There was interest from Craig A. Smith and Associates, Inc. (CAS) and Mr. Steve Smith was in attendance today.

Ms. Rigoni stated that, according to the CDD’s Rules, in the event that no responses to an RFQ are received, the CDD is not limited from seeking additional proposals. Mr. Giangrande expressed his support for CAS and stated he would work to ensure a smooth transition.

Mr. Smith discussed his company’s history and experience and presented the RFQ response and responded to questions.

Ms. Cerbone discussed challenges associated with replacing a District Engineer in a fully built-out community such as this one. She discussed the flat fee arrangement whereby the firm would receive a minimum monthly fee of \$1,000 for specified services, plus any additional billable hours; additional projects outside the scope of the agreement would be subject to an additional agreement based upon the project scope.

Discussion ensued regarding day-to-day engineering concerns, routine duties versus special projects and how CAS would meet the CDD’s needs on a day-to-day basis. Mr. Smith stated open lines of communication are essential and CAS intends on being fair. Ms. Cerbone noted that the CDD is built-out and the HOA owns the roads; therefore, unless a pump station or lake bank erosion issue developed, she did not foresee major projects other than the stormwater system needs analysis. Mr. Giangrande stated, in his experience, fountains, irrigation and electrical lighting are non-civil related items and the volume of work would be difficult to anticipate. Mr. Smith discussed a South Broward CDD with similar issues and stated it generally becomes clear when a something becomes a project.

On MOTION by Mr. Cuningham and seconded by Mr. Pincus, with all in favor, the Craig A. Smith and Associates, Inc., proposal and authorizing Staff to negotiate and prepare a Contract and for the Chair to execute, was approved.

SIXTH ORDER OF BUSINESS

Discussion: Consulting Agreement with Giangrande Engineering and Planning

Ms. Cerbone discussed the need for a Consulting Agreement with Giangrande Engineering and Planning to facilitate transition and prepare for the upcoming stormwater needs analysis. The agreement would be drafted at Mr. Giangrande’s current rates.

Mr. Giangrande stated all electronic files would be transferred to the new firm. He thanked the Board and Staff for the experience working together and stated he would make himself available.

On MOTION by Mr. Pincus and seconded by Mr. DePaul, with all in favor, authorizing Staff to negotiate and prepare a Consulting Agreement with Giangrande Engineering and Planning and for the Chair to execute, was approved.

SEVENTH ORDER OF BUSINESS

Update: Memorandum Regarding Stormwater Reporting Requirements

Ms. Rigoni discussed new legislation that requires the CDD to analyze its existing stormwater infrastructure, in terms of cost to install and operate and maintain and to determine the needs for the next 20 or more years. She asked Mr. Smith submit a Work Authorization to be approved at the next meeting so that the Board can approve a not-to-exceed amount for the work. This item would be presented at the February meeting. Ms. Rigoni stated the report is due by June 30, 2022.

EIGHTH ORDER OF BUSINESS

Update: IT Issue Related to Pumphouse Software

Mr. Cuningham stated the new internet connection at the pumphouse was tested and operational. He was able to connect with the computer remotely and there is a camera present. Mr. Giangrande stated the camera was installed in response to vandalism. Mr. Cuningham recommended installation of a new surveillance system, if necessary.

Mr. Smith asked if the station has telemetry. Mr. Giangrande stated it does not; there were internet connectivity issues but he believed obtaining the I.P. address was the last

component necessary for remote operation via the app, which could be used for drawdowns prior to storms.

Discussion ensued regarding the system. Mr. Giangrande voiced his opinion that the software company was working to sell a package versus providing training on the existing system. Mr. Cuningham noted that anything that can be done from the pumphouse can now be done remotely. Discussion ensued regarding a sensor issue, possible need for backup generator and ongoing maintenance. Mr. Giangrande stated there was an annual maintenance contract which includes inspection with a diver. The maintenance contract was discussed.

Ms. Cerbone suggested that Mr. Cuningham provide a writeup of the IT issues and Mr. Finch provide a writeup of vendor issues to Mr. Giangrande for his input and copy Mr. Smith.

This item would be included on the next agenda.

The consensus was to replace the camera system, if necessary.

NINTH ORDER OF BUSINESS

Update: Wall Repairs and General Maintenance

Mr. Finch stated the last wall cap repairs were completed today; he would reinspect the work today. He requested, received and submitted a quote from the contractor for painting the entire barrier wall, front and back.

Mr. Pincus recalled previous discussions about having the wall painted and the Board directing Mr. Finch to request proposals. Because it is necessary for the vendor repairing the wall to paint the areas repaired, he and Mr. Finch felt that accepting the vendor's proposal for pressure washing and painting, at a cost of \$79,420, would alleviate the issue of trying to match the paint and result in better aesthetics. He noted, while some areas are not visible, painting would preserve and protect the wall. Mr. Petrick stated there would be additional costs for landscapers to remove growth from some areas of the wall to pressure clean and paint.

The need to paint the wall was discussed. Mr. Petrick noted there are some cracks in the wall and asked if the problem would worsen without the protection provided by painting the wall. Mr. Giangrande stated painting would extend the life of the wall and give it a better aesthetic.

Mr. Finch displayed a map and reviewed the scope of the wall project. Discussion ensued regarding portions of the wall that do not belong to the CDD, recent inspection of the wall, whether to maintain inaccessible areas to prevent deterioration and whether the deterioration would be aesthetic or structural.

Mr. Cuningham suggested that areas could be added, via a change order, if necessary. Mr. Finch recommended implementing a more proactive wall maintenance and vegetation clearing program. Mr. Pincus directed Staff to investigate whether the current vegetation poses a threat to the wall and, if so, he felt that treatment should be included in the scope of the current project or as an add-on to the project.

Mr. Cuningham asked if the proposal was reasonably priced based on the scope of the project. Mr. Giangrande recommended the CDD obtain a report from a Structural Engineer and stated that the cost of approximately \$2,000 would be justified, given the responsibility for infrastructure and provide a basis for decision-making.

Discussion ensued regarding the cost of previous wall repairs, including 2013 repairs that cost approximately \$135,000.

Ms. Cerbone stated, while nothing was currently budgeted for such an expense, the CDD has \$500,000 in Unassigned Funds and \$30,400 in Capital Outlay; the \$12,000 budgeted for wall repair was already spent. Contingencies has \$10,600 and \$50,000 was budgeted for sound barriers, which was meant to represent the walls. She stated, should the Board decide to expend the funds, she would recommend including the expenditure under wall maintenance, which would cause that line item to be over budget; however, funds can be moved to cover the expenditures accordingly.

Mr. Petrick stated the painting and pressure cleaning would cost \$79,420 and the cost for clearing the vegetation was unclear. Mr. Finch stated the proposal included painting the pumphouse. Mr. Petrick stated a different vendor would be responsible for removing vegetation and quotes were requested.

Potential start dates were discussed.

This item was tabled to the February meeting.

TENTH ORDER OF BUSINESS

Consideration of Resolution 2022-01, Adopting Policies Addressing Damages to District Property; Providing a Severability Clause; and Providing an Effective Date

Ms. Rigoni presented Resolution 2022-01. She recalled Board discussion about instituting a policy for addressing damages to CDD property and directing her to develop the Policy and a Resolution.

Ms. Rigoni reviewed the Policy, as follows:

- First Offense: For damages not exceeding \$1,000 in repair costs, District Staff would send a cease-and-desist letter.
- Second Offense: If the same individual commits the same offense or further damages to CDD property, in addition to a cease-and-desist letter a demand letter addressing the cost of repairs would be sent.
- Third and Subsequent Offenses: The matter would be brought to the Board for additional consideration.

Ms. Rigoni stated these policies do not limit any legal course the CDD can take against any individual; rather, it sets out certain steps that Staff can implement immediately.

Mr. Petrick noted that the policy was unchanged since it was last presented.

On MOTION by Ms. Senior and seconded by Mr. Cuningham, with all in favor, Resolution 2022-01, Adopting Policies Addressing Damages to District Property; Providing a Severability Clause; and Providing an Effective Date, was adopted.

ELEVENTH ORDER OF BUSINESS

Consideration of Resolution 2022-02, Adopting Prompt Payment Policies and Procedures Pursuant to Chapter 218, Florida Statutes; Providing a Severability Clause; and Providing an Effective Date

Ms. Rigoni presented a Memorandum and discussed new legislation that will require the CDD to implement prompt payment policies for vendors. The floor interest rate on late

payments for construction services increases from 1% to 2% for construction contracts entered into after June 30, 2021. Other changes were described in the Memorandum.

On MOTION by Mr. Cuningham and seconded by Mr. Pincus, with all in favor, Resolution 2022-02, Adopting Prompt Payment Policies and Procedures Pursuant to Chapter 218, Florida Statutes; Providing a Severability Clause; and Providing an Effective Date, was adopted.

TWELFTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of October 31, 2021

Ms. Cerbone presented the Unaudited Financial Statements as of October 31, 2021.

On MOTION by Mr. Pincus and seconded by Mr. Cuningham, with all in favor, the Unaudited Financial Statements as of October 31, 2021, were accepted.

THIRTEENTH ORDER OF BUSINESS

Approval of September 13, 2021 Public Hearings and Regular Meeting Minutes

Ms. Cerbone presented the September 13, 2021 Public Hearings and Regular Meeting Minutes.

The following changes were made:

Line 235: Change "Pincus" to "Cuningham"

Line 248: Change "Pincus" to "A Board Member"

Line 224: Delete "at a previous public meeting"

Line 81: Change "City" to "County"

On MOTION by Mr. Pincus and seconded by Mr. DePaul, with all in favor, the September 13, 2021 Public Hearings and Regular Meeting Minutes, as amended, were approved.

FOURTEENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: *Kutak Rock LLP*

- I. Ratification of Hopping Green & Sams Transition Letter to Kutak Rock LLP**
- II. Consideration of Kutak Rock LLP Fee Agreement**

Ms. Rigoni presented the joint letter by Hopping Green & Sams and Kutak Rock LLP and the Kutak Rock LLP Fee Agreement.

On MOTION by Mr. Cuningham and seconded by Ms. Senior, with all in favor, the Hopping Green & Sams Transition Letter to Kutak Rock LLP, was ratified.

On MOTION by Mr. DePaul and seconded by Ms. Senior, with all in favor, the Kutak Rock LLP Fee Agreement, was approved.

B. District Engineer: *Giangrande Engineering and Planning, LLC*

There was no report.

C. Operations Manager: *King's Management Services, Inc.*

Mr. Finch reported the following:

- The stormwater system cleanup would be completed while school is not in session.
- Outstanding fountain repairs at Lakes 4, 3, 6 and 8 were pending; the vendor has encountered supply chain difficulties obtaining replacement parts. It was hoped that the Lake 3 fountain would be functional within one week. Allstate Resource Management (Allstate) is increasing its fee by 5%.

On MOTION by Mr. Cuningham and seconded by Mr. Petrick, authorizing Staff to draft an Amendment to the existing Allstate Resource Management Agreement addressing the 5% fee increase, was approved.

Whether the original contract included a rate increase when it was last renewed was discussed. Ms. Rigoni stated it did not and noted that these types of contracts do not usually include automatic fee increases; increases typically come before the Board for approval.

➤ Christmas lighting was up but children seem to be unplugging the lights. Staff and the Board should advise of any issues so that corrective action can be taken.

D. District Manager: *Wrathell, Hunt and Associates, LLC*

- **NEXT MEETING DATE: February 7, 2022 at 6:00 P.M.**
 - **QUORUM CHECK**

The next meeting would be on February 7, 2022, unless a January meeting is needed.

Ms. Cerbone recalled earlier discussion and asked if the Board was directing her to contact Mr. Smith to engage a Structural Engineer to assess the walls, as Mr. Giangrande suggested, so the information would be available in advance of the February meeting.

Discussion ensued regarding the request. Ms. Cerbone stated, if it is necessary to contract a Structural Engineer to inspect the wall, the cost would exceed the District Engineer's \$1,000 monthly fee. Mr. Giangrande estimated the cost for a Structural Engineer would be approximately \$2,000.

Mr. Pincus thought the cost is justified given the scope of the repairs.

On MOTION by Mr. Cuningham and seconded by Mr. Pincus, authorizing Staff to work with the District Engineer to engage a Structural Engineer, if necessary, was approved.

Following discussion of potential dates for an additional meeting to address the County-related issue, the consensus was not to schedule an additional meeting in January.

FIFTEENTH ORDER OF BUSINESS

Supervisors' Requests

Ms. Rigoni stated she received a request from a new attorney for Mr. Gancz, who made the same request for the CDD to install a mechanical lock on the fence on the stormwater pond for his client's special use. She consulted with the Chair about the request and, given the prior rejection of same request, she advised the attorney that he is welcome to attend a CDD meeting or make a formal public records request.

Mr. Pincus stated he spoke with a representative and was advised that the CDD would likely receive a public records request relating to the wall and that the attorney and/or Mr. Gancz intended to attend the February meeting. Ms. Rigoni asked if either Mr. Gancz or his attorney were in attendance or if any members of the public present wished to address this matter. Neither was present and there were no comments from the public.

SIXTEENTH ORDER OF BUSINESS**Public Comments**

Resident Tabatha McDonald thanked the Board for continuing discussions with the County and asked for the City of West Palm Beach be included, if necessary. She expressed concern about what happens when the bond is paid off and stated her understanding that, once the bond is paid off, the City and County would maintain the area the CDD has maintained. She does not like unimproved medians, such as the one on Roebuck Road, and asked if there are any areas in the City of West Palm Beach where beautification is performed and if the City performs beautification of the medians. Mr. Petrick stated that would be a question she can ask the City Council at a meeting similar to this one.

Ms. Rigoni stated the County owns the road and the CDD is presenting that similar question to the County; the CDD is interested in maintaining the medians but it appears, as the current landowner, it is the County's responsibility to maintain the median or find an entity to maintain it. While the CDD is in the City's jurisdiction, the CDD is addressing the issue with the County, because the County is the property owner.

Ms. McDonald voiced her opinion that it is unfair for CDD residents to assume sole responsibility for a road used by all County residents, given that Jog Road is a shortcut to the Florida Turnpike. She encouraged the Board to always obtain three quotes. She asked if the discussions about the stormwater system would have any bearing on private property that does not drain properly. Ms. Cerbone stated this would be a matter for the Operations Manager. Ms. McDonald expressed her opinion that the properties were not graded properly when the community was built and discussed an issue with standing water following heavy rains. Ms. Rigoni stated this would be addressed by Mr. Finch.

A resident asked who is responsible for tree branches and leaves falling into the pond. It was stated that Allstate is the contractor who would clean out excessive debris; he asked Mr. Finch to relay the issue to Allstate.

SEVENTEENTH ORDER OF BUSINESS

Adjournment

There being no further business to discuss, the meeting adjourned.

On MOTION by Mr. Pincus and seconded by Mr. Cuningham, with all in favor, the meeting adjourned at 9:00 p.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]



Secretary/Assistant Secretary




Chair/Vice Chair