

1
2
3
4
5

**MINUTES OF MEETING
CORY LAKES
COMMUNITY DEVELOPMENT DISTRICT**

6 The Regular meeting of the Board of Supervisors of the Cory Lakes Community
7 Development District was held on Wednesday, August 18, 2010 at 6:00 p.m. at the Cory Lake
8 Beach Club, 10441 Cory Lakes Drive, Tampa, Florida.

9 Present and constituting a quorum were:

10
11 Kerri Ringhof Chairperson
12 David Burman Vice Chairperson (Via Telephone)
13 Ron Fitzgerald Supervisor
14 Scott Shaw Supervisor

15
16 Also present were:

17
18 John Daugirda Manager
19 Michael Cachon Field Manager
20 Ryan Glazer Office Manager
21 Mark Straley Attorney
22 Several Residents

23
24 [Note: the minutes of the meeting are a summary of the discussion and actions taken at the
25 August 18, 2010 meeting; and upon the Board of Supervisors' approval are the permanent
26 "Record of Proceedings" of such meeting.]

27
28 **FIRST ORDER OF BUSINESS Roll Call**

29 Ms. Ringhof called the meeting to order.

30 Supervisors introduced themselves.

31 Mr. Daugirda established a quorum of the Board was present.

32
33 **SECOND ORDER OF BUSINESS Chairperson's and Manager's Opening**
34 **Remarks**

35 Ms. Ringhof welcomed everyone to the meeting.

1 **THIRD ORDER OF BUSINESS** **Board Discussion on Agenda and Meeting**
2 **Protocols**

3 Ms. Ringhof stated the individual listed for Item #5 will not be able to get here until 7:30
4 pm so we can take that up when they arrive. I would also like to take up Item #9 between either
5 Items #6 and #7 or Items #7 and #8, and Item #10A before Item #8 so we can get all our paid
6 consultants completed earlier.

7
8 **FOURTH ORDER OF BUSINESS** **Consent Agenda Items:**

- 9 ■ Approval of July 21, 2010 **Board Minutes**
- 10 ● Acceptance of August 5, 2010 **Finance Committee Meeting**
- 11 ● Acceptance of July 27, August 8, August 10, 2010 **Landscape-**
12 **Aquascape-Facilities Committee Meeting**
- 13 ● Acceptance of July 15, 2010, and August 16, 2010 **Quality of Life**
14 **Committee Meeting**
- 15 ● Acceptance of August 2, 2010 **Security Committee Meeting**
- 16 ● Acceptance of **Financial Statements** as of July, 2010

17 Ms. Ringhof stated add to the consent agenda are the August 16, 2010 Quality of Life
18 minutes and typographical corrections were made to the Security and Quality of Life Minutes,
19 which were distributed separately.

20
21

On MOTION by Ms. Ringhof seconded by Mr. Shaw with all in 22 favor the Consent Agenda items as listed above were approved, as 23 amended.

24

25 **SIXTH ORDER OF BUSINESS** **Security RFP**

26 **A. Committee Recommendations**

27 Mr. Ringhof stated we had our committee meeting on Monday for discussions and
28 ranking of the vendors. There were 14 respondents to the RFP. The top four vendors are: US
29 Security Associates, Budd Group, G4S Wackenhut, Allied Barton. The members in this decision
30 making process spent many hours evaluating the proposals, checking references, going to site
31 locations and doing surveys. The four individuals on this committee were myself, Ms. Casto,
32 Mr. Irani, and Mr. Kassenetz. As, Mr. Kassenetz was unable to review all 14 proposals his vote
33 was not considered; however, he was allow to participate in the discussions. Early on we
34 decided not to have other committee members or CDD supervisors involved in this process to
35 keep their opinions impartial. They were allowed to attend the meetings, but not participate in

1 the research and validation. The teams' background is in law enforcement, small business
2 owner, and a professional engineering.

3 We used the evaluation criteria the Board approved and weighted certain criteria more
4 than others. There was personnel, understanding the scope of services, and price at 20 points
5 each, and experience at 40 points. For price, we automatically gave 20 points to the lowest
6 bidder and decreased by one in order. At the meeting we polled the members as to whom we
7 ranked individually as the top submittal, and we all had US Security Associates. After
8 discussion, we agreed the second strongest submittal was the Budd Group, and the third was G4S
9 Wackenhut. The fourth rated proposal was Allied Barton. What you have before you is the
10 ranked order, and we also corrected the minor price discrepancies which provides footnotes. The
11 committee members come to the same conclusions. A lot of the bids were respectable and a lot
12 of the companies has the experience, but there were a few that stood out from the rest. Those are
13 before you for your consideration tonight.

14
15 **B. Discussion**

16 Mr. Shaw asked what were the differences in the process for some of these others like
17 Weiser Security who were on the low end of the prices for their consideration?

18 Mr. Ringhof responded the process was the same for all of them. I did on line searches,
19 Better Business Bureau, references, etc. For the most part, the lower ended ones were not in the
20 security of communities like ours; it was more shopping malls, apartment buildings, etc. Some
21 of them were not responsive and missing certain elements of the proposals such as photos of the
22 uniforms and vehicles, or how they tracked incidents or document reports.

23 Mr. Burman stated one of my concerns was the low pay they had for their guards.

24 Mr. Ringhof stated for those who articulated their labor rates it was between \$9 an hour
25 up to \$11 an hour. We currently pay between \$10 and \$12 an hour depending on their
26 experience. One difference I did find is US Security is they intent to pay their guards the same
27 rate; however, their overhead was a lot less. Budd group gave us two options. One at their scale,
28 and one at the current pay scale and even at that cost it was lower than our current vendor. All
29 four vendors were very strong. There were other that were also strong, but their pricing was
30 higher than the budgeted amount or priced higher than the ones there were just as competitive.

1 Mr. Shaw asked is the assumption here that if we do not continue with G4S the whole
2 virtual guard program will go away?

3 Mr. Ringhof responded that is my guess; however, we don't have an agreement with G4S
4 on the equipment. We gave them an opportunity to write an agreement before we did this
5 process, but they decided not to as the equipment is proprietary and once they did the agreement
6 it would be public record. They were very touchy on showing the other competitors that
7 technology and seeing the paperwork. I cannot say for certain, but my guess is the equipment
8 will be pulled out.

9 Ms. Ringhof asked have they even tested it out yet?

10 Mr. Burman responded they are having trouble with the audio part and they are supposed
11 to be working on it this week.

12 Mr. Ringhof stated the process slowed dramatically once they were told we were doing an
13 RFP, and this was resolved. One of the footnotes is if we keep the same vendor everything is
14 fine, but if we change vendors we have to pay off the equipment for the visitor control system
15 [VCS]. We have a one year left on a three-year agreement of approximately \$5,000; and the
16 issue of software licenses and maintenance for the visitor control software. Right now, we pay
17 Wackenhut \$400 a month for this, and they indicated to me that would triple if we are not in a
18 contract with them. Although all the proposals we ranked have a different solution to provide the
19 same service with their software.

20 Mr. Shaw asked will their software work with our equipment?

21 Mr. Ringhof responded yes, the only question is the data. We should own the data, but I
22 don't know if the format is compatible. We should have the hard copies of the resident guest
23 lists, but if we have to up date it, there may be some growing pains.

24 Ms. Ringhof asked has anyone asked if the data is exportable for a backup? If not, we
25 should. Regardless, we should have a back up on site.

26 Mr. Fitzgerald asked have we had any problems with the VCS?

27 Mr. Ringhof responded if we have, it has been brought back up. We have had some
28 minor connectivity issues where their tech came out.

29 Ms. Ringhof asked does the pricing include any VCS, but is outside the scope?

30 Mr. Ringhof responded we told them we already had one in house, but to feel free to
31 include a solution, but it was not required. This is why there is a caveat of here is what we pay

1 now. We have a one-time payment for hardware and if you want to stay with the VCS you have
2 to add roughly \$400 a month for 12 months.

3 Mr. Shaw stated in other words, in the G4S number there is another \$4,800 on top of that
4 we are paying them for the VCS.

5 Mr. Ringhof stated no, it includes that amount. For an apples to apples comparison you
6 subtract that from the G4S proposal. There is also a caveat for the Virtual Guard price. There
7 were some other differences in benefits, uniform, etc.

8 Mr. Shaw asked is the committee's thoughts we will not go wrong if we select any one of
9 the top four?

10 Mr. Ringhof responded I concur with that. If I had to give you a difference between #1
11 and #2, it is experience in the type of services provided. US Security implied that 90% of the
12 guards they will send here will be security guards they already have on staff.

13 Mr. Fitzgerald asked will they try to hire the guards already here?

14 Mr. Ringhof responded that is pretty standard. They will send letters to all the current
15 guards to give them an opportunity to switch companies and go through their training program.

16 Mr. Shaw asked is the Budd Group doing any security in Tampa?

17 Mr. Ringhof responded I didn't see anything negative. There were more condominium
18 and time-share. They had a couple of things I liked. They had a strong quality assurance
19 program. They also offered to give us two supervisors for the price of one.

20 Ms. Ringhof stated there is approximately \$7,500 between #1 and #2. I like the fact they
21 are involved with the neighboring community. There are some pros and cons about the guards
22 being new hires. What else did you see as the difference that could warrant paying the extra
23 \$7,000 for US Security?

24 Mr. Daugirda stated in the minutes you mentioned that US Security is involved in Arbor
25 Greene and Hunter's Green. Is their staffing assist in the economies of scales?

26 Ms. Ringhof stated US Security has been calling our guards to be on the look out for
27 certain individuals because they may have cut through.

28 Mr. Ringhof stated US Security has more experience in gated communities. I checked
29 references for both. Cheval has been with US Security for eight years. They will also bring in
30 more officers already on staff. The Budd Group did say they would not send anyone here unless
31 they had one-year experience in the security industry. The pay scale was different. US Security

1 was \$10 an hour for the guards, \$12 an hour for the rover and \$14 an hour for the supervisor.
2 Budd Group was \$9.50 an hour for the guards, \$11 an hour for the supervisor rover and \$16 an
3 hour for the site supervisor. I was impressed by the bio US Security sent for the site supervisor.
4 US Security's training program is a little better and they are rated one of the highest in the
5 training magazine.

6 Ms. Ringhof asked Ms. Castro of her opinion to warrant the difference in pricing.

7 Ms. Castro responded the continuity along Cross Creek Boulevard with them having
8 more staff in the area with US Security. The Budd Group is based out of Orlando; however, they
9 did have experience in the same types of community and are trying to move into the area. US
10 Security is already established in the New Tampa Area.

11

12 **C. Award of Security Contract**

13

14 On MOTION by Mr. Burman, seconded by Mr. Shaw with all in
15 favor the Security Committee ranking of US Security as #1; the
16 Budd Group as #2; G4S Wackenhut as #3; and Allied-Barton as
7 #4 was accepted.

18

19 On MOTION by Mr. Burman, seconded by Mr. Shaw with all in
20 favor the Security Contract was awarded to US Security
21 Associates; Staff was authorized to send out notices of award;
22 Being no bid protest, staff was authorized to enter into contract
23 negotiations with US Security Associates; If negotiations
24 breakdown, staff was authorized to enter contract negotiations
25 with the Budd Group; and Staff was authorized to send
26 termination notices to G4S Wackenhut; and the Vice Chair was
27 authorized to execute the agreement, subject to Attorney review,
28 and bring back for ratification.

29

30 Further discussions related to obtaining the security database in a format that is
31 transferrable, the VCS operation and maintenance payments with Wackenhut and capping
32 payments to the District's current payment of \$400 a month.

33 Thanks was given to the Security Committee on their work on the RFP and their due
34 diligence.

1 Mr. Ringhof stated now that the Security Committee had identified a savings of \$43,000,
2 if we can have a percentage of that as a contingency for the off-duty police officers program on a
3 shift-by-shift basis would be appreciated at an amount of \$1,500 for things like spring break,
4 summer vacations, etc.

5 Mr. Shaw stated it is already in the adopted budget.

6 Mr. Ringhof stated another issue was closing the gate at night for visitors and redirecting
7 them to Cross Creek during the midnight shift.

8 Ms. Ringhof stated keep that in mind when you are negotiating the contract, as we now
9 have that turnaround.

10
11 **NINTH ORDER OF BUSINESS** **Field Manager Report and District Projects**

12 **A. Ratification of Purchase of Beach Club Printer**

13 Mr. Cachon stated the purchase of the printer was in the amount of \$499.98.

14
15

On MOTION by Ms. Ringhof, seconded by Mr. Shaw with all in 16 favor the expenditure of \$499.98 for the Printer was ratified.
--

17
18 **B. Declaration of Beach Club Printer as Surplus for Disposal**

19 Mr. Daugirda stated if the printer has minimal value, staff can be directed to dispose of it
20 in a reasonable manner.

21
22

On MOTION by Ms Ringhof, seconded by Mr. Shaw with all in 23 favor the Beach Club Printer was declared surplus for disposal.

24
25 **C. Approval of:**

26 **1. Field Manager Projects**

- 27 **▪ #20090002 – Diseased Palms Removal - Tom Hughes Proposal**
- 28 **in the Amount of \$900**
- 29 **▪ #2010051 – Dock and Decking/Lighting at the Beach Club –**
- 30 **Shoreline Proposal in the Amount Not to Exceed \$30,000**
- 31 **▪ #20100053 – Picnic Table Anchoring – Nanak’s Proposal in the**
- 32 **Amount Not to Exceed \$390**
- 33 **▪ #20100061 – Replenish Stone in Geoweb – Nanak’s Proposal in**
- 34 **the Amount of \$300**
- 35 **▪ #20100062 – Morris Bridge Plan Installation for Turnaround –**
- 36 **Nanak’s Proposal in the Amount of \$3,003.24**

- 1 ▪ **#2010063 – Dead Queen Palm Removal and installation at**
- 2 ▪ **Morris Bridge – Nanak’s Proposal in the Amount of \$3,575**
- 3 ▪ **#2010064 – Replenish Sand on Beach – Nanak’s Proposal in**
- 4 ▪ **the Amount Not to Exceed \$10,000**
- 5 ▪ **#2010067 – Lake Side Pocket Park Sod Replacement – Nanak’s**
- 6 ▪ **Proposal in the Amount of \$800**
- 7 ▪ **#2010070 – Morris Bridge Gate House Repair of Sanitary Field**
- 8 ▪ **Lines – Star Environmental Proposal in the Amount of \$1,500**
- 9 ▪ **#2010068 – Installation of Material Under Beach Club Picnic**
- 10 ▪ **Table Area – Nanak’s Proposal in the Amount of \$750**
- 11 ▪ **#2010060 – Reattach Silt Barrier on Beach Retention Wall –**
- 12 ▪ **Nanak’s Proposal in the Amount of \$486**
- 13 ▪ **#20090033 – Continuation of Roadway Paver Repairs Project**
- 14 ▪ **with Sun State Pavers in the Amount Not to Exceed \$10,000**

15 Mr. Cachon stated the projects listed have been provided in your advanced Board
16 package. Are there any questions?

17 Mr. Shaw asked has Mr. Fitzgerald seen all of these?

18 Mr. Cachon responded yes.

19 Ms. Ringhof stated #2010064, sanding the beach, we have an erosion problem and I don’t
20 see anything to mitigate the erosion, or are we going to continually replace the sand?

21 Mr. Cachon responded we will always have some sand replacement costs.

22 Mr. Darling stated we have asked our landscape vendor to do some regrading and it did
23 help the erosion some.

24 Ms. Ringhof stated I know Nanak’s said there is some type of planting we could install to
25 prevent further erosion. I don’t want to hold this up. I would like to know we are trying other
26 alternative methods to prevent further erosion other than replacing sand every six months to a
27 year at the cost of \$10,000. It seems like a lot of money.

28 Mr. Cachon stated it is \$46 a yard and we need approximately 150 yards. We need to
29 find a balance between plantings, landscaping, sodding, etc.

30
31
32
33
34
35

The remainder of this page is intentionally left blank.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
1
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40

On MOTION by Ms. Ringhof, seconded by Mr. Shaw with all in favor #20090002 – Diseased Palms Removal - Tom Hughes Proposal in the Amount of \$900;
#2010051 – Dock and Decking/Lighting at the Beach Club – Shoreline Proposal in the Amount Not to Exceed \$30,000;
#20100053 – Picnic Table Anchoring – Nanak’s Proposal in the Amount Not to Exceed \$390;
#20100061 – Replenish Stone in Geoweb – Nanak’s Proposal in the Amount of \$300;
#20100062 – Morris Bridge Plan Installation for Turnaround – Nanak’s Proposal in the Amount of \$3,003.24;
#2010063 – Dead Queen Palm Removal and installation at Morris Bridge – Nanak’s Proposal in the Amount of \$3,575;
#2010064 – Replenish Sand on Beach – Nanak’s Proposal in the Amount Not to Exceed \$10,000;
#2010067 – Lake Side Pocket Park Sod Replacement – Nanak’s Proposal in the Amount of \$800;
#2010070 – Morris Bridge Gate House Repair of Sanitary Field Lines – Star Environmental Proposal in the Amount of \$1,500;
#2010068 – Installation of Material Under Beach Club Picnic Table Area – Nanak’s Proposal in the Amount of \$750;
#2010060 – Reattach Silt Barrier on Beach Retention Wall – Nanak’s Proposal in the Amount of \$486;
#20090033 – Continuation of Roadway Paver Repairs Project with Sun State Pavers in the Amount Not to Exceed \$10,000 were approved.

2. Star Environmental Services Agreement for Lift Station Service in the Amount of \$75 per month

Mr. Cachon stated this is the same agreement from last year with the date changes. We can go month to month, but this locks us into the \$75 per month.

Mr. Straley stated I looked at the agreement and it is fine.

On MOTION by Ms. Ringhof seconded by Mr. Shaw with all in favor the Star Environmental Service Agreement for Life Station Service was approved.

1 **3. Rita Staffing Services Agreement in the Annual Amount Not to**
2 **Exceed \$39,520**

3 Mr. Cachon stated Mr. Glazer has been at Cory Lakes since November 2009 and we want
4 to make this position a little more permanent. The temp agency offers him no benefits under his
5 current contract. This agreement is within the budgetary limits we have. It is a slight increase,
6 but will be offset in next year's budget.

7 Mr. Straley stated I have read through the agreement and it is fine.

8 Mr. Cachon stated most of the language was pulled from my contract, which was already
9 worked out.

10 Mr. Fitzgerald stated I don't see the amount per hour. Is that needed?

11 Mr. Straley stated it is understood it is full time, also Mr. Glazer is not specifically
12 identified.

13 Mr. Cachon stated it talks about meeting the posted hours of operation here at the Beach
14 Club.

15 Mr. Fitzgerald stated it says the position reports to the Chair of the Board. I didn't think
5 we did things like this.

17 Ms. Ringhof responded when Mr. Morford was chair, it was decided the Chair would be
18 responsible for the office manager. I am glad you brought this up. I know in the past you were
19 under the impression I did things as part of the Quality of Life Liaison, and it is because I am the
20 Chair. If I am no longer Chair, the person who takes the position will have these duties. There
21 are several things that ended up being merged into the Quality of Life budget and it should not be
22 there such as the telephone bills. These things should be under the Office Management Budget.
23 I have brought this up quite a few times. It should always be the Chair's responsibility. Quality
24 of Life Committee does not have anything to do with the day-to-day office management.

25 Mr. Glazer stated if I leave, they are still responsible for putting someone else here.

26 Mr. Daugirda stated this is a good start, and it can always be supplemented.

27 Mr. Burman stated I would just add under the duties section, "Other duties as assigned"
28 so we are not tied into what is on this list.

29 Ms. Ringhof stated it is in the contract that "The office manager's duties may be
30 reasonably modified by the Cory Lakes CDD, provided that those changes are reported to Rita
1 Staffing.

1 Mr. Burman asked can you explain #12?

2 Mr. Straley responded Rita Staffing is primarily serving as a payroll service and providing
3 workers compensation coverage. I don't believe they are concerned about the details of his job
4 here.

5 Ms. Ringhof stated we also have item K which is anything we call a Special Project.
6

7 **On MOTION by Ms. Ringhof seconded by Mr. Shaw with all in**
8 **favor the Rita Staffing Services Agreement in the Annual Amount**
9 **Not to Exceed \$39,520 was approved.**

10
11 **SEVENTH ORDER OF BUSINESS**

Staff Reports

12 **A. Attorney**

13 **1. Update: Litigation**

14 Mr. Daugirda stated the motion for summary judgment has been prepared. Between
15 meeting, they requested additional information from DPFPG which has been placed into the
16 motion. It should be filed by the beginning of next week.

17 Mr. Shaw asked is there a guess to a time line to get this in front of a judge?

18 Mr. Straley responded three to four months, I would hope.
19

20 **B. Engineer**

21 There not being any, the next item followed.
22

23 **TENTH ORDER OF BUSINESS**

Board Member Discussion Items:

24 **A. Mail Delivery & Landscape/Tree Obstructions**

25 Ms. Ringhof stated you have all the documentation in the advanced Board package. The
26 post office stand is that our trees are in the way of them delivering mail, and anything that causes
27 the mail truck to divert from the edge of the road to the middle is hazardous and has cited the
28 Florida Statutes and regulations that allows them to cease mail delivery. They said they have
29 been trying to work with this community, and I do not know whom they have been working with.
30 We have assured them that now that they have the correct parties involved, we [the CDD and
31 POA] are taking this seriously to rectify the problems. They are requesting that any vegetation
32 that extents beyond the curb, even if it is not next to or near the vicinity of a mail box under 10'
33 need to be trimmed back. If we trim our street trees back that far, we know most of them will
34 die. We need to decide as a community, since the street trees are a large investment to this

1 community, what we want to do about this so we don't lose mail service. The post office has
2 given us until September 1st. I expect if we can provide them a list of things we plan to do and a
3 time line we may get more of a grace period. They will hold the mail for 10 days, and then return
4 to sender until we are compliant. Their recommendation is to either remove the trees, cut the
5 trees, or provide mail kiosk in a general location.

6 Ms. Castro stated as long as the trees are not touching their vehicles I am sure they will be
7 okay.

8 Mr. Shaw stated why is this an issue now? These trees have grown since when this
9 development was fully established. If they had come to us 10 years ago and said this is a
10 problem, we could have stopped hundreds of these trees from being installed.

11 Ms. Ringhof stated they are very frustrated. They said that they have reached out to
12 numerous people in the communities.

13 Mr. Fitzgerald stated the majority of the trees that are a problem, we can probably get
14 away with cutting the last third of the fronds to get the extra foot or two. We have to do what we
15 need to do. Deal with the issue as best we can, and show them an effort.

16 Mr. Shaw asked who is responsible for trimming the tree?

17 Mr. Darling responded this has come to the Board to discuss the postal services
18 compliant. I don't think it is this Board's responsibility.

19 Ms. Ringhof stated it is not. That is why the President of the POA is here tonight. It is a
20 community wide thing. Everyone has basically got a letter, and they papered the entire
21 community, even those who didn't have trees. I know the POA ARC received one request to
22 remove the tree as they will never be able to get it into compliance. I would like to have a
23 community wide approach before residents start removing their trees, as we are trying to put back
24 street trees.

25 Mr. Fitzgerald stated we probably need Nanak's to do a trim to get everyone one
26 compliant, and then if it happens again they will have to be responsible.

27 Ms. Ringhof stated we do have some District trees and foliage that needs to be trimmed.
28 On some of the isles it is difficult to tell which house the tree belongs to. It is quite possible they
29 could stop delivery to a few houses. We have been advocating continuity with the street trees,
30 we need to figure out the correct specification so we don't run into this again.

1 Ms. Castro stated we are going to run into this problem with any palm. I think with 10'
2 of clear trunk we will be okay.

3 A resident asked are you confident we will get an extension if we get this done?

4 Ms. Ringhof responded when I originally called, we got the extension until September 1.
5 They told me they didn't want anything hanging over the curb, and it was the first time they
6 provided their specifications. We needed the time to come to terms as to what they want, and
7 they gave us a month. He was glad he was talking to someone who was willing to get this
8 completed.

9 Mr. Glazier stated from what I am hearing, they sent letters to the residents and nothing
10 was getting done.

11 Ms. Castro stated they really need to re-do their letters as it didn't tell us anything.

12 Mr. Cachon stated the next letter will probably say you didn't get your mail today and the
13 reasons are this.

14 Ms. Castro stated we haven't put in a new street tree in three years.

15 Mr. Cachon stated there was a portion of time when we were responsible for the trees,
16 and when the resident got a letter, they would forward it to us and we would look at it and trim it
17 back. Now that we are not in the business of maintaining the street trees, it is becoming a
18 problem.

19 Mr. Fitzgerald stated we need to do what we can to get the residents to comply. Everyone
20 I have talked to said, "They can't do that."

21 Mr. Shaw stated I think the new specification needs to come from the post office. It
22 needs to be specific and I don't think September 1 is realistic.

23 Ms. Ringhof stated we can provide the post office with the letter so we are confident it
24 says what it needs to say.

25 Mr. Daugirda stated and have them deliver it on their nickel.

26 Ms. Castro stated they need to write the letter.

27 Ms. Ringhof stated what if it says, "Remove your tree" if we don't get to see the letter.

28 Mr. Cachon stated I do not care about what it looks like or what condition the tree is in.
29 They may say we will write the letter, but it will say, "You did not get mail today."

30 Mr. Shaw stated you need to have a further discussion with them, and collaboratively
31 come up with a letter on US Postal Service letterhead.

1 Ms. Castro stated we can do the District trees by September 1 that are a problem.

2 Ms. Ringhof stated in the meantime continue correspondence with the residents via email
3 blasts.

4 Mr. Fitzgerald stated we have renters, vacationers, snowbirds, etc.

5 Mr. Shaw stated they are affecting their neighbors. Didn't we sent out a notice notifying
6 all the residents?

7 Ms. Ringhof responded the CDD sent out an email blast, the POA sent out an email blast,
8 and Rampart is sending out letters today.

9 Whereupon, there was an extensive discussion on the tree obstruction.

10 Board consensus was to trim the foliage on District owned property by September 1st;
11 coordinate with the Post Office on the specifications and language, and have them re-flyer the
12 neighborhood; and ask for an extension for the residents to comply.

13 POA will deal with the requests for tree removal, and entertain changing deed restrictions
14 for clear trunk as they currently say 6' so we don't bring in trees that will be non-compliant.

15
16 **B. Beach Club Rental [Small Business Owners]**

17 Ms. Ringhof stated this is a small business group, BNI, that wants to rent out the facility
18 every Wednesday. Many of the group are patrons of Cory Lakes and advertise in our newsletter.

19 Mr. Shaw stated it is a good organization.

20 Ms. Ringhof asked do we want the group to do the paperwork, or should it go through
21 Mr. Irani? They want to pay monthly and have a 30 day out.

22 Mr. Shaw responded the corporation is fine by me.

23
24

On MOTION by Ms. Ringhof seconded by Mr. Shaw with all in 25 favor BNI was authorized to rent out the Beach Club on an annual 26 basis with a 30 day termination; staff was authorized to prepare 27 the agreement; and the Chair was authorized to execute said 28 agreement.
--

29

30 **C. Tennis Clinics at CLI**

31 Ms. Ringhof stated most of us received flyers on our doors. Bjorn has dates and times
32 and we had not approved anything. We just got done approving the Zumba classes and said we

1 were not setting a precedent. I have heard residents complain to me that we don't have a way to
2 reserve tennis court times.

3 Mr. Shaw asked if two people show up and want to use the court, and he is given a
4 lesson, does he take precedent over the resident?

5 Mr. Fitzgerald stated this guy is a credit to this community. He is never on the court
6 when a resident is on the court. If I am taking a tennis lesson, what is the difference. He takes
7 kids other places. He goes out of his way not to cause problems.

8 Ms. Ringhof stated I mentioned last month that with the new newsletter there is the
9 availability for groups who use the Clubhouse or CDD property to have free advertisement and
10 provide a stipend to the CDD. The Zumba class is passing the discount savings on directly to the
11 resident. Is the person holding the clinics passing a discount on to the residents, or should we ask
12 for a stipend?

13 Mr. Fitzgerald stated I don't know what he charges. He is not asking to reserve a court. I
14 talked to him after I got a call from Mr. Glazier that he had a class at 9:30 a.m.

15 Ms. Ringhof stated the flyer says that Tiny Tots and Beginners at 8:30 a.m.

16 Mr. Fitzgerald stated he told me that is at Tampa Palms.

17 Ms. Ringhof stated it is not clear in the flyer. When I got the flyer, I called the Beach
18 Club, and told them someone needs to get with this individual because it has not gone through
19 property channels.

20 Mr. Shaw stated we need to clarify what the rules are. If he is providing discounts to the
21 residents and given lessons I think that is great.

22 Mr. Fitzgerald stated we should be encouraging this.

23 Ms. Ringhof stated we need to make sure he is not getting precedent over the residents.

24 Ms. Castro asked are there rules for the tennis courts like court play is an hour?

25 Ms. Ringhof responded I am sure it is in the rules for the amenities.

26 A resident stated the big issue is the individual is not a resident.

27 Mr. Fitzgerald asked why is that an issue?

28 A resident responded because he does not own those courts, we all do.

29 Ms. Ringhof stated he is getting the benefit of using the courts and charging the residents.
30 I think we should get a guarantee that he is giving the residents a discount because he is getting

1 the use of the courts for free, like we did with the Zumba Classes where they get a \$2 discount. It
2 is a resident helping residents. Here is a non-resident charging residents.

3 A resident stated I am with you that it is a benefit to have the lessons available, but as a
4 non-resident his opportunity to use those courts should be on a space available basis.

5 Mr. Shaw stated give the rules and regulations to Bjorn, and get a confirmation the
6 residents are getting a discount passed on. I do see he is getting a benefit for using the courts
7 when they are available. I can see the argument both ways.

8 Mr. Fitzgerald stated I want to help him out, but he may say that since I have to give a
9 discount he will provide lessons at the high school and I'll have to take my lesson over there. He
10 has been here for seven years, and now all of the sudden there is a problem. I know him
11 personally, and I don't see it as a lost for anyone.

12 Mr. Burman stated as long as he is giving lessons to residents and the resident is on the
13 court I have no problem. The only problem I have is if he brings someone in that is a non-
14 residents.

15 Mr. Fitzgerald stated he does not do that.

16 Ms. Ringhof stated that is why we need to define the rules that he has to be with a
17 residents, and lessons here can only be for residents, and residents take priority for court usage
18 even if he has a set scheduled time.

19 Mr. Burman stated if it is a resident, there is no charge.

20 Ms. Ringhof stated that is not how other communities do it. Most communities charge a
21 stipend for outsiders to use their facilities.

22 Mr. Burman stated we are not set up to do it properly. We don't have someone to check
23 the courts and until we have that I don't think we can charge.

24 Mr. Daugirda stated flexibility is important, and you are trying to get activities that are
25 beneficial to the residents. You are not talking about a lifetime franchise. Try something out, if
26 it works out fine, if not, fix it. When you get loaded with activities, it is not uncommon to ask
27 for indemnity agreements and liability insurance.

28 Ms. Ringhof stated Ms. Rugg brought that up to Mr. Glazier and the Zumba instructor has
29 added us to her insurance policies to handle that. Additionally they sign liability waivers. If he
30 is going to teach lessons here, we do need to ask for that.

1 Board consensus was to define the rules and regulations for the courts, and provide them
2 to Bjorn for the tennis courts, and ask for hold harmless and liability insurance.

3
4 **D. POA and CDD Partnership**

5 There not being any, the next item followed.

6
7 **EIGHTH ORDER OF BUSINESS**

Financial Matters

8 **A. State of District Finances**

9 Mr. Shaw stated the documents were sent out separately. For the first 10 months of the
10 year, the District is \$255,000 under budget on expenses. We are on trend as far as total revenues.
11 The main categories are landscaping and utilities that we are under budget. The discretionary
12 expenditure list is updated based on the projects we just approved tonight. If we do all of these
13 by the end of this fiscal year, we should show a surplus of \$225,000. If we want to fund reserves
14 of \$100,000 we should have roughly \$125,000 to spend.

15 Mr. Daugirda stated there are expenditures that are paid in Fiscal Year 2011 which reach
16 back into the Fiscal Year 2010 budget, and you need to account for those.

17 Ms. Castro stated we also need to funds for the first quarter of Fiscal Year 2011 from
18 when the tax bills go out in November and the revenue comes in December/January to account
19 for.

20 Mr. Shaw stated even if we spend all this we should have roughly \$400,000. The
21 District's worse cash month is October.

22 Whereupon, the Board discussed the Morris Bridge landscape project, street trees, and the
23 playground sail shade.

24 Mr. Shaw requested the Board to review the discretionary expenditure listing and if there
25 are any additions to let him know.

26 Ms. Castro asked what is the cut off date for posting for Fiscal Year 2010?

27 Mr. Daugirda responded 60 days out from September 30, 2010.

28 Mr. Shaw stated I will get with Mr. Woodville and get the specifics.

29 Ms. Ringhof stated whatever we don't spend, and but into reserves we can still use the
30 funds to pay for these pre-approved projects.

31
32 **B. Update: Avatar**

1 Mr. Shaw stated there is nothing new to report.

2
3 **C. Acceptance of Audit for Fiscal Year Ended September 30, 2009**

4 Mr. Shaw stated I have reviewed and talk to Mr. Woodville on the audit. It is a clean
5 audit.

6
7 **On MOTION by Mr. Shaw seconded by Ms. Ringhof with all in**
8 **favor the Fiscal Year Audit Ended September 30, 2009 was**
9 **accepted.**

10
11 *The Record will reflect the Board took a short recess.*

12
13 **ELEVENTH ORDER OF BUSINESS Community Requests/Recommendations**

14 **A. Landscape-Aquascape-Facility [LAF]**

15 **1. Street Trees**

16 Mr. Fitzgerald stated the amended documents were distributed in the advanced board
17 package for your review.

18 Ms. Wolf stated I removed the verbiage regarding the Canary Island Date Palm, as I don't
19 believe we will be installing any in the future. I also clarified that the \$400 credit is a one time
20 credit.

21
22 **On MOTION by Mr. Fitzgerald seconded by Mr. Shaw with all in**
23 **favor Revised Street Tree Documents as presented were approved.**

24
25 **2. Nanak/OLM Contract Adjustments**

26 Mr. Fitzgerald stated we are still working with Mr. Daugirda on the language so we will
27 continue this to the next meeting.

28
29 **FIFTH ORDER OF BUSINESS Resident Request – A Spiro**

30 Miss Spiro stated "No Driving Day" is a day where everyone has a choice, and I was
31 thinking that each Isle could have their own party and people can either walk or bike to it, and it
32 would be healthy for the earth. The people can each bring a dish to the party.

33 Ms. Ringhof asked can you explain how you came up with this idea?

1 Miss Spiro responded we were driving, and I was thinking driving is not good for the
2 earth. I heard that if all the humans of the earth did not drive for one day, it was save of lot of
3 gas and help the earth. I am willing to pass out flyers for the day.

4 Ms. Ringhof stated I like the Isle's each having a party. Where would the residents who
5 live on Cory Lake Drive go?

6 Miss Spiro stated I would like each Isle to decide if they want to have a party.

7 Ms. Ringhof asked are you going to ask for each Isle to have one person plan the party?

8 Miss Spiro responded yes, I was asking for your permission to see if they want to have a
9 party and ask for a "No Driving Day".

10 Ms. Ringhof asked do you have a special date in mind?

11 Miss Spiro responded a Sunday as most people stay home do laundry and chores.

12 Ms. Ringhof stated your Dad is on the Quality of Life Committee. Can you join our next
13 meeting and help us coordinate this?

14 Miss Spiro responded yes.

15 Ms. Wolf stated the people who live on Cory Lakes Drive can go to the closest Isle for
16 their party.

17

18 **On MOTION by Ms. Ringhof seconded by Mr. Shaw with all in**
19 **favor the "No Driving Day" Event was given to the Quality of**
20 **Life Committee for implementation.**

21

22 **ELEVENTH ORDER OF BUSINESS Community Requests/Recommendations**
23 **(Continued)**

24 **B. Quality of Life**

25 Ms. Ringhof stated I was asked to mention that last year we did "Race for a Place" in
26 November and we lost our Shapes coordinator, as is not something we can do on our own. The
27 Red Cross came to us for a run on February 12th and they are expecting 600 people.

28 Mr. Fitzgerald asked how many did we have last year?

29 Ms. Ringhof responded I know we were hoping for 1,000 and I don't think we made that
30 number. Now that we own the lot across the street, parking will not be a problem. Are we okay
31 with putting our location in the ring?

32 Board consensus was in agreement.

1 Ms. Ringhof stated the second item is starting an "Island Marketplace" from 8 to 12 on a
2 Saturday in the Beach Club parking lot. Depending on how it takes off it may be every other
3 Saturday, and it will not conflict with private party rentals at the Beach Club. Each vendor will
4 be responsible for set up and clean up. Ms. Beck is taking the lead on this. It will be just for
5 residents. The focus is on vegetables, fruits, and those types of things.

6 Board consensus was in agreement.

7
8
9 **C. Security**

10 **1. Update: Virtual Guard**

11 Mr. Burman stated the video system is working and the audio system is not working.
12 Considering our contract, I am not sure if they will continue doing anything more on this.

13
14 **2. Gym Security Camera Policies**

15 Mr. Burman stated this was provided to us from Mr. Spiro and the Committee has not had
16 the opportunity to review these as I had hoped. It is on the September Committee agenda, so we
17 can table this until next month.

18
19 **D. Strategic Planning**

20 There that being any, the next item followed.

21
22 **TWELFTH ORDER OF BUSINESS**

Manager's Report

23 **A. Management Project Report**

24 A copy of Mr. Daugirda's Management Project Report is attached hereto and made a part
25 of the record.

26 Mr. Daugirda stated there are a couple of small projects. Mr. Parks reached out to Mr.
27 Cachon and Mr. Glazier and came up with a proposal that if he gets a whole troop together on a
28 regular basis for trash patrol would the Board consider a settlement of charges.

29 Mr. Burman stated the Security Committee discussed and we feel it would be wrong for
30 us not to go through with execution of the fine because it would not show we have no meat
31 behind our decisions, and I would also be concerned about liability.

32 Ms. Ringhof stated he asked us this during the meeting, and we said exactly that.

1 Mr. Daugirda stated we are coming up to filing the assessment rolls, and there will be a
2 direct collect against the Cory Lake Land LLC, and if they don't pay we may have a short fall in
3 the assessments on the debt services, but I will confirm that with our assessment administration.

4 Additionally, for those who have no paid their B assessments it will be on the tax roll
5 again. From what I understand, there is an attorney working on this for the residents and several
6 title insurance companies have come through and paid them off.

7 Soave property was acquired; the bonds were extinguished; and we are maintaining the
8 property. Between January 1st and February 28th we have an opportunity to reclassify the tax
9 status, and we will file the paperwork for tax exempt status.

10
11 **THIRTEENTH ORDER OF BUSINESS** **Supervisor Requests**

12 There not being any, the next item followed.

13
14 **FOURTEENTH ORDER OF BUSINESS** **Public Comments**

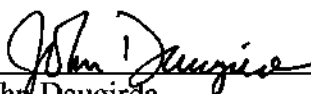
15 There not being any, the next item followed.

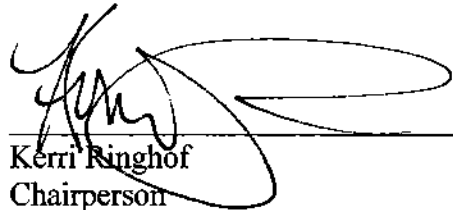
16
17 **FIFTEENTH ORDER OF BUSINESS** **Adjournment**

18 There being no further business,

19
20

On MOTION by Mr. Burman seconded by Ms. Ringhof with all in 21 favor the meeting was adjourned.
--

22
23
24
25 
26 _____
27 John Daugirda
28 Secretary

24
25 
26 _____
27 Kerri Ringhof
28 Chairperson

1 **CONSENT AGENDA APPROVAL ITEMS**

- 2 ▪ Approval of July 21, 2010 **Board Minutes**
- 3 • Acceptance of August 5, 2010 **Finance Committee Meeting**
- 4 • Acceptance of July 27, August 8, August 10, 2010 **Landscape-**
- 5 **Aquascape-Facilities Committee Meeting**
- 6 • Acceptance of July 15, 2010 and August 16, 2010 **Quality of Life**
- 7 Committee Meeting
- 8 • Acceptance of August 2, 2010 **Security Committee Meeting**
- 9 • Acceptance of **Financial Statements** as of July, 2010
- 10

1 **REMOVE FROM PRINTED MINUTES.....**

2

3 **Next Agenda/NOTES:**

4

5

6 **CONSENT AGENDA:**

7 ▪ **Approval of July 21, 2010 Board Meetings**

8 ▪ **Acceptance of September 2, 2010 Finance Committee Meetings**

9 ▪ **Acceptance of August 24, September 14, 2010 Landscape-Aquascape-Facilities**
10 **Committee Meeting**

11 ▪ **Acceptance of September , 2010 Quality of Life Committee Meeting**

12 ▪ **Acceptance of September , 2010 Security Committee Meeting**

13 ▪ **Acceptance of Financial Statements as of August, 2010**

14

15

16 **BOARD MEMBER DISCUSSION ITEMS:**

17

18 **Project Work Flow Written Process and Committee Structures**

19

20

1

22

23

24

25

26 **Morris Bridge Property Issue [Property not transferred to District] – Tabled until January**

27

2011

28

29 **STAFF REPORTS**

30 **A. Attorney**

31 **1. Update: Litigation**

32

33 **COMMITTEES**

34

35

36

On MOTION by Mr. Burman seconded by Ms. Ringhof with all in favor the Process Work Flow was tabled, and each committee is to prepare a functionality process and present operational procedures for their particular committee at a future meeting.