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

5 The Regular meeting of the Board of Supervisors of the Cory Lakes Community
6 Development District was held on Wednesday, April 20, 2011 at 6:00 p.m. at the Cory Lake
7 Beach Club, 10441 Cory Lakes Drive, Tampa, Florida.

8
9 **FIRST ORDER OF BUSINESS - Roll Call**

10 Mr. Burman called the meeting to order.

11 Supervisors introduced themselves.

12
13 Present and constituting a quorum were:

14
15 David Burman Chairperson
16 Ron Fitzgerald Vice Chairperson
17 Vicki Castro Supervisor
18 Scott Shaw Supervisor
19

20 Also present were:

21
22 John Daugirda Manager
23 Michael Cachon Field Manager
24 Several Residents
25

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

27
28 [Note: the minutes of the meeting are a summary of the discussion and actions taken at the April
29 20, 2011 meeting; and upon the Board of Supervisors' approval are the permanent "Record of
30 Proceedings" of such meeting.]
31

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

33 Mr. Daugirda stated we have an extensive agenda, and I will make comments as we go.
34

35 **THIRD ORDER OF BUSINESS – Board Member Discussion on Agenda and Meeting
36 Protocols**

37 Mr. Burman requested moving Item 7 to under the Consent Agenda.
38
39
40

1 **FOURTH ORDER OF BUSINESS – Organizational Matters**

2 **A. Consideration of Appointment to Fulfill the Unexpired Term of Office [11/2012]**

3 Mr. Burman stated we have one candidate for the open position on the Board. Ms. Judi
4 Beck has applied for the position.

5
6 **On MOTION by Ms. Castro, SECONDED by Mr. Shaw, WITH ALL IN FAVOR, the Board**
7 **appointment Ms. Judi Beck to the unexpired term of office [11/2012].**
8

9 **B. Oath of Newly Appointed Supervisor**

10 **C. Compensation of Newly Appointed Supervisor**

11 **D. Designation of Liaisons to Committees**

12 **E. Resolution 2011-5, Election of Officers**

13 **F. Roles and Responsibilities**

14 Mr. Daugirda stated as Ms. Beck is not present at today's meeting, we will leave an oath
15 of office and the new supervisor package for her at the Beach Club office, and continue with the
16 remaining items at the next meeting.

17
18 **FIFTH ORDER OF BUSINESS - Consent Agenda Items:**

- 19 ■ Approval of March 16 and March 24, 2011 **Board Minutes**
20 ■ Acceptance of April 7, 2011 **Finance Committee Meeting**
21 • Acceptance of March 8 and March 22, 2011 **Landscape-Aquascape-Facilities**
22 **Committee Meetings**
23 • Acceptance of April 4, 2011 **Security Committee Meeting**
24 • Acceptance of February 28, 2011 **Strategic Planning Committee Meeting**
25 • Acceptance of **Financial Statements** as of March 31, 2011
26 After discussion,

27
28 **On MOTION by Ms. Castro, SECONDED by Mr. Shaw, WITH ALL IN FAVOR, the Board**
29 **approved the Consent Agenda items as listed above; and the April 4, 2011 Security Committee**
30 **Meetings were accepted as amended.**
31

32 **SEVENTH ORDER OF BUSINESS - Field Manager Report and District Projects**

33 **A. Valley Crest Addendum – Informational Only – No Action Required**

34 Mr. Cachon stated the addendum reflects the change in their service, and is a reduction of
35 \$2,225 a month to suspend maintenance at Morris Bridge while construction is happening.

1 **B. Cross Creek Entrance Paver Repair – Sun State Pavers in the Amount of \$5,694**

2 Mr. Cachon stated we have used Sun State Pavers in the past, and can start next week.

3 This section is the Cross Creek Entrance to the gatehouse. L-A-F Committee recommends this
4 contract.

5 Following the discussion on the repairs,
6

7 **On MOTION by Mr. Fitzgerald, SECONDED by Mr. Shaw, WITH ALL IN FAVOR, the Board**
8 **approved the Sun State Pavers Proposal for Cross Creek Entrance Paver Repairs in the Amount**
9 **of \$5,694.**

10
11 **Damaged Outfall Structures**

12 Mr. Cachon stated we had a failure in the fence structure around the large outfall structure
13 coming from the wetlands on the northwest side. It is the area closest to Barbados. The current
14 rains pushed a lot of materials out of the wetlands, and put pressure on the fence causing the
15 collapse. To repair the fence is \$860. We looked at replacing and upgrading with a galvanized
16 fencing and vinyl coated fencing. The price for a new black vinyl fencing from South Florida
17 Fence and raising it 6” to allow for water flow is in the amount of \$3,200.

18 After discussion,
19

20 **On MOTION by Mr. Fitzgerald, SECONDED by Mr. Shaw, WITH ALL IN FAVOR, the Board**
21 **approved the expenditure for a new Vinyl Fence from South Florida Fence in the Amount of**
22 **\$3,200.**

23
24 **C. Project Updates:**

25 **▪ Cross Creek**

26 Mr. Cachon stated Cross Creek is scheduled to start on Monday. The contractor thinks
27 they can have everything done by Tuesday afternoon, which will allow more time for curing. I
28 have been disappointed in the variable message board as it does not put out as much power or
29 light due to it being solar based. We passed out notices to everyone in the Professional Center,
30 and we will have banners out for people to use the Morris Bridge Entrance. We are also getting
31 security to assist as the project progresses to make it noticeable.

32 Following discussion on the different type of notifications to alert people to the project,
33

34 **On MOTION by Ms. Castro, SECONDED by Mr. Shaw, WITH ALL IN FAVOR, the Board**
35 **approved the expenditure of not to exceed \$500 to update the notifications to Type 3 if needed.**

1

2 ▪ **Morris Bridge**

3 Mr. Cachon stated the contractor has begun phase one of the project.

4

5 ▪ **Gym Expansion**

6 Mr. Cachon stated we had three proposals and met with two more contractors for
7 hopefully a total of five proposals for discussion and review by the L-A-F Committee next week.
8 Money has been appropriated so they will make a determination as to which way to proceed.
9 Prices range from \$13,000 to \$20,000 for construction and infrastructure only, including the new
10 office and exclusive of flooring and equipment.

11

12 **SIXTH ORDER OF BUSINESS - Staff Reports**

13 **B. Engineer – SWFWMD Time Extension Request**

14 Mr. Cachon stated this is an attempt for Avatar to ask for an extension from SWFWMD
15 to negotiate the turning over the maintenance of the two lakes. This is the first time I have seen
16 this.

17 Mr. Daugirda stated this was one of the issues in the discussion with their attorneys on
18 the outstanding assessments. This was never resolved and they are circulating back around.
19 They are saying they need 120 days to talk to the CDD to see if we will accept it. It is not usual
20 for the developer to transfer pond or lake maintenance to the CDD from a constructional phase to
21 an operational phase along with an easement. Mr. Hall did communicate with Ms. Stewart; this
22 arrived and this is all we have so far.

23

24 **Fountain Repairs**

25 Mr. Cachon stated at the last meeting we approved repairing the fountain on Morris
26 Bridge pending an agreement with the developer. I have the contracts here.

27 Mr. Daugirda stated I communicated with the developer. He has two conditions. 1) to
28 cancel any permission at any time and 2) full indemnification for any damage or injury for
29 individuals. I spoke with our insurance agent. It is off site and his interpretation was there
30 would be coverage for District employees, and if Architectural Fountains damaged the property
31 they would have their own insurance. It is a risk, but it is a calculated risk.

32 In addition to the fountain, I mentioned transferring the parcels, which he had some
33 strong opinions on. As for the maintenance yard, it is in the District and is not a buildable site

1 with an external access point. The way the methodology works only developable residential
2 properties pay assessments. We can amend the methodology for a pro-rated use based on the
3 benefit received from the District roadway for the maintenance yard.

4 After further discussion,
5

6 On MOTION by Mr. Burman, SECONDED by Mr. Shaw, WITH Mr. Shaw, Ms. Castro and Mr.
7 Burman Voting Aye, and Mr. Fitzgerald Voting Nay, the Board approved the
8 contracts/agreements for the Morris Bridge Fountain Access and Repair.
9

10 Mr. Burman stated this is Mr. Cachon's last CDD Board meeting and he will be leaving
11 us at the end of the month. Thank you for the time you spent here, and we appreciate all the
12 work you have done. We wish you luck in your new ventures.

13 Ms. Castro stated it looks like Avatar took some of the fencing down.

14 Mr. Cachon stated they did and then stopped. That is a result of code enforcement. I
15 have left several messages with code enforcement and I will leave all the information with Mr.
16 Darling. As far as them putting back the fence, that is a zoning and development order issue and
17 is being looked into by zoning.
18

19 **SIXTH ORDER OF BUSINESS – Staff Reports (Continued)**

20 **A. Attorney**

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

23 **C. Manager**

24 **C.1. Management Report**

25 Mr. Daugirda's report is attached hereto and made a part of the record.
26

27 **C.2. Acceptance of Audit Report for Fiscal Year Ended 9/30/2010**

28 Mr. Daugirda stated the audit is positive, and the financial statements regarding the
29 financial position fairly represents all material respects the financial condition District under
30 generally accepted accounting principles. The numbers have been looked at by DPFPG, and Mr.
31 Woodville agrees with their figures. In their management letter to the Board, they did not see
32 any instances of non-compliance or non-conformity with the laws, and did not see any deficiency
33 or material weakness in our internal controls.
34

1 **On MOTION by Mr. Burman, SECONDED by Mr. Shaw, WITH ALL IN FAVOR, the Board**
2 **accepted the Audit Report for Fiscal Year Ended September 30, 2010.**
3

4 **C.3. Litigation Update**

5 Mr. Daugirda stated we prevailed on the lawsuit regarding the office. Cory Lakes Ltd.
6 attorney motioned the court to withdraw their services from the case and the court ruled in their
7 favor to withdraw. If CLL wants to move forward with the remaining counts, they need to have
8 an attorney, and we have not seen any notice of a new attorney.

9 As for the B Bond litigation, there is nothing new to report. Five additional lawsuits were
10 filed and they were advised to bring in the District on the suits. These were provided to the
11 insurance company. They have two potential defenses improper service and state claims on
12 negligence.
13

14 **Avatar**

15 Mr. Daugirda stated the bondholder on the 1997 and 2001 Bonds was asking as to what
16 the status was on their bonds. I informed them that the single-family absorption rate is almost
17 100% complete, with less than 20 vacant lots. The one concentrated area was purchased by the
18 CDD from Soave, and all that is left is the Avatar parcel of 170 units that they have not paid their
19 assessments. As the bondholders are looking into this, we may need to revisit the issue and
20 conversations regarding foreclosure with the bondholders on the Avatar parcel.

21 Mr. Shaw stated for the May 2012 payment, there will not be enough funds to pay the
22 bonds.

23 Board and staff discussed the foreclosure processes currently used by the bondholders and
24 districts.

25 Mr. Daugirda reported:

- 26 ■ The budget presentation will be next month in May, and budget hearing for adoption
27 in July;
- 28 ■ Mr. Darling starts as Facilities Manager on May 1, 2011; and
- 29 ■ The tax exemption to the CDD for the purchase of the Soave Property has been
30 granted.
31
32
33

1 **C.5. Review of District Records Regarding Lake Rules [Chapter II]**

2 Mr. Daugirda stated staff provided you a copy of the lake rules which mirror the HOA
3 rules. A simple agreement has been sent to the HOA attorney and the leadership. I have not
4 heard anything in response. I will contact Ms. Moran to see where this stands.

5
6 **HCO Grant**

7 Mr. Burman stated we have a grant request proposal from Hillsborough County for
8 \$1,500; and from the emails I received everyone wanted to through money into the dog park. If
9 we can identify four or five items, we can try to get some funds for the projects.

10 Mr. Fitzgerald asked based on the past awards, has a CDD ever received any grant
11 money?

12 Mr. Daugirda responded this one looks like it is fairly easy and we can see what happens.
13 Westchase had a large major grant awarded to them as part of their park facilities.

14 Mr. Burman stated this will get us on the list of organizations looking for grants.

15 Other projects mentioned for the grant were the street trees; Cross Creek or Morris Bridge
16 Fountains; and Cross Creek roadwork outside of the gate.

17 Following Board discussion,

18 Board consensus was to move forward with the grant application for the Street Tree
19 project.

20
21 **C.4 Submittals from the RFP for Attorney Services**

22 Mr. Daugirda stated we received three submittals: Straley & Robin; Hill, Ward,
23 Henderson; and Gardner, Brewer, Montenez, & Monford.

24 All firms have experience in government law, CDD law, real estate, foreclosure law, etc.
25 The most experience in CDD representation is Straley & Robin. Hill Ward has two attorneys
26 who were City of Tampa Attorneys. The Gardner firm represents CDD and Associations.

27 Straley & Robin offered a range for a retainer of \$12,000 to \$18,000 for all general law
28 services. The other two offered a retainer amount of \$30,000. Special Fees will be pre-
29 authorized per project. Under a retainer agreement, the Board decides on the level of service you
30 require and any general communication are included in these types of agreements.

31 Mr. Shaw stated I spoke with Mr. Straley and he can live with the retainer, although it is
32 much different than the way he is billing now. If he is not at a meeting, he will be available by
33 phone and it is included under the retainer fee. There are things he does at a much higher rate

1 than a first year attorney; however, Mr. Vericker is a five year attorney at a lower rate whom we
2 can utilize for general work.

3 Ms. Castro asked what have we been paying him over the last couple of years?

4 Mr. Shaw responded around \$30,000, but we have needed a lot of advise over the last
5 couple of years.

6 Ms. Castro stated when he has been at a meeting, he has never offered an opinion unless
7 he is asked. I am not sure what type of insurance it is to have him at a meeting.

8 Mr. Fitzgerald stated I didn't like the fact that every time we asked the same question, we
9 got a different answer. That is what I didn't like about him.

10 Mr. Daugirda stated with any attorney, you should be able to ask a question and get an
11 answer unless it is something they need to investigate where they should provide you the answer
12 by email following the meeting.

13 Mr. Burman stated Mr. Straley has 25 years worth of experience, and most of what we are
14 coming across he should have the answers on his fingertips at this point. I would like him to give
15 us definitive responses rather than saying, "I need to get back to you"; then having to wait
16 another month to get things done.

17 After further discussion,
18

19 **On MOTION by Mr. Burman, SECONDED by Mr. Shaw, WITH ALL IN FAVOR, the Board**
20 **retained Straley & Robin as District Attorney; and the Chair and staff was authorized to obtain a**
21 **written scope of work statement.**
22

23 Board and staff discussed the clean up of the outstanding property transfers to the District
24 during the transition.
25

26 **EIGHTH ORDER OF BUSINESS – Financial Matters**

27 **A. State of District Finances**

28 Mr. Shaw stated District's cash position is \$400,000 higher from March 31 of last year.
29 The general fund balance is \$500,000 higher as the same time last year. We are \$317,000 under
30 budget on expenditures. The Morris Bridge project will take care of a portion of that.
31
32
33

1 **B. Resolution 2011-6, Amendment #2 General Fund Budget for FY 2011**

2 Mr. Shaw stated this amendment reallocates where the funds are appropriated so we can
3 track where were spending our money.

4 Mr. Burman stated under security, I would like to see the \$350,000 split into the amount
5 we are paying US Security, a discretionary amount for the Off-Duty Officers and additional
6 miscellaneous expenditures.

7 Mr. Shaw stated if Security can send me their budget numbers, we can put them in the
8 proposed draft budget, and I can break out the US Security number.

9 Mr. Daugirda explained the budget assessment process.

10 Mr. Shaw stated when I do the financial report next month, it will be compared to the
11 revised budget.

12
13 **On MOTION by Mr. Burman, SECONDED by Mr. Shaw, WITH ALL IN FAVOR, the Board**
14 **approved the Financial Report, and adopted Resolution 2011-6, Amending the General Fund**
15 **Budget for Fiscal Year 2011.**
16

17 Ms. Castro stated I would like to see a line item for potential strategic planning projects
18 in the Fiscal Year 2011-2012 budget. I would like the residents to see some upgrades or new
19 amenities.

20 Mr. Shaw stated right now it looks like a reduction to the budget.

21 Ms. Castro stated if it not that significant, I would like to have it placed in strategic
22 planning so we can have funds to implement some projects being talked about.

23
24 **NINTH ORDER OF BUSINESS – Board Member Discussion Items:**

25 There not being any, the next item followed.
26

27 **TENTH ORDER OF BUSINESS - Community Requests/Recommendations**

28 **A. Landscape-Aquascape-Facilities**

29 **A.1. Street Trees**

- 30 ■ **Street Tree Choice Form**
31 ■ **Street Tree Replacement**

32 Mr. Fitzgerald stated you received the two latest forms. The price of the Sylvestris is
33 \$1,750. We think the forms are in the best shape. They should be sent to the residents in a
34 couple of weeks requiring replacements.
35

1 On MOTION by Mr. Fitzgerald, SECONDED by Mr. Burman, WITH ALL IN FAVOR, the
2 Board approved the Street Tree Forms as submitted, subject to non-substantive changes if
3 necessary.
4

5 Mr. Fitzgerald stated Mr. Darling has been in contact with a tree farm that sells the
6 Sylvestris at a discount. They will not warranty the trees. If the tree fails in six months, they will
7 provide a different tree up to 50% of what you paid.

8 Mr. Shaw stated I would want a stated warranty especially if I am paying that much
9 money for a tree.

10 Mr. Darling stated the tree farm is in Vero Beach, and this is all they grow. The reason
11 why their prices are low is because they do not warranty the trees. They lose one in 35 trees they
12 deliver.

13 Ms. Castro asked will LMP plant the trees?

14 Mr. Fitzgerald responded they told me \$250 per tree, but I will confirm.

15 Ms. Castro asked if have want a Sylvestris, there should be a discount.

16 After further discussion, suggestion was 9 months to 1 year at 50%; 7' to 8' \$800; and 8'
17 \$900 for warranties.

18 L-A-F was directed to resolve the warranty provision for the trees.
19

20 **B. Quality of Life**

21 Mr. Fitzgerald stated movie night needs to be reviewed. I think it is a great idea, but I
22 think some things need to be clarified. Where are we with the POA social aspect of this?

23 Mr. Burman responded the POA is figuring out who on their level is going to be in charge
24 of the social activities that the CDD turned over to the POA.

25 Mr. Fitzgerald stated we also need to do something with these signs. They are a mess.

26 The Board discussed the various signage used in the area.
27

28 **C. Security**

29 **C.1. March Security Incident Reports**

30 Mr. Burman stated the March security incident report was provided in the Advance Board
31 Package. Things have been relatively quiet. A few incidents were turned over to the POA where
32 they are holding hearings on.
33

1 **D. Strategic Planning**

2 Ms. Castro stated we are meeting the second and forth Mondays for two hours. We have
3 a good core group of 12 and making progress.

4
5 **ELEVENTH ORDER OF BUSINESS**

Supervisor Requests

6 Board discussion was to continue emailing packages, and numbering the Addendums.

7
8 **TWELFTH ORDER OF BUSINESS**

Public Comments

9 Mr. Darling stated regarding the administrative functions of the Beach Club office, is it
10 the Board's desire for my firm to provide the administrative services we get with Rita Staffing? I
11 have the distinct belief that Ryan may be a short timer. He has been computing 45 miles each
12 way, and I do anticipate that happening. I am also of the opinion that my firm can provide those
13 services at some savings to the District. I am looking for guidance.

14 Mr. Burman responded yes.

15 Mr. Shaw stated they would be an employee of your firm.

16 Mr. Darling stated or a sub-contractor; two people in the community have expressed an
17 interest to me.

18 Ms. Castro stated my vision is that the Beach Club be staffed seven days a week.

19 Board consensus was for Mr. Darling to anticipate staffing for the Beach Club.

20
21 **THIRTEENTH ORDER OF BUSINESS**

Adjournment

22 There being no further discussions,

23
24 **On MOTION by Mr. Burman, SECONDED by Mr. Shaw, WITH ALL IN FAVOR, the meeting**
25 **was adjourned.**

26
27 **These minutes were prepared in summary format.*

28 **Each person who decides to appeal any decision made by the Board with respect to any matter*
29 *considered at the meeting is advised that person may need to ensure that a verbatim record of*
30 *the proceedings is made, including the testimony and evidence upon which such appeal is to be*
31 *based.*

1 Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a
2 publicly noticed meeting held on May 18, 2011.

3
4
5 
6 _____
7 Signature



Signature

8
9
10 _____
11 Printed Name

Printed Name

12 **Title:**
13 Secretary
14 Assistant Secretary

Title:
 Chairperson
 Vice Chairperson

15