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2
3 **MINUTES OF MEETING**
4 **CORY LAKES**
5 **COMMUNITY DEVELOPMENT DISTRICT**

6 The Regular meeting of the Board of Supervisors of the Cory Lakes Community
7 Development District was held on Wednesday, March 17, 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
13 Jane Taggart Supervisor
14 Ron Fitzgerald Supervisor
15 Scott Shaw Supervisor
16

17 Also present were:

18
19 John Daugirda Manager
20 Mark Straley Attorney
21 Michael Cachon Field Manager
22 Numerous Residents
23

24 [Note: the minutes of the meeting are a summary of the discussion and actions taken at the
25 March 17, 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. The POA wants to attend our April
36 meeting, and we can list them as one of the first agenda items. They just want to talk about
37 collaborating for the neighborhood.

1
2 **THIRD ORDER OF BUSINESS**

**Board Discussion on Agenda and Meeting
Protocols**

3
4 Mr. Shaw requested agenda Item 8A and 8D be moved up to the Attorney's Report.
5

6 **FOURTH ORDER OF BUSINESS**

Consent Agenda Items

- 7 ▪ **Field Manager – Ratification of Architectural Fountains Inc. for East Entrance**
8 **Concrete Fountain in the Amount of \$500**
9 ▪ **Field Manager – Ratification of Dave's Home Helper Service Inc. for CAT5 Wiring**
10 **in Clubhouse in the Amount of \$465**
11 ▪ **Field Manager – Ratification of Nanak's Landscaping for an 85 gallon tank in the**
12 **Amount of \$838.50**
13 ▪ **Approval of February 21, 2010 Board Meeting**
14 ▪ **Acceptance of March 4, 2010 Finance Committee Meeting**
15 ▪ **Acceptance of December 8, 2009, February 23, 2010 and March 9, 2010 Landscape-**
16 **Aquascape-Facilities Committee Meetings**
17 ▪ **Acceptance of February 18, 2010 Quality of Life Committee Meeting**
18 ▪ **Acceptance of March 1, 2010 Security Committee Meeting**
19

20

On MOTION by Mr. Burman seconded by Ms. Ringhof with all in 21 favor the Consent Agenda items as listed above were approved.

22

23 The record will reflect that Mr. Fitzgerald joined the meeting.
24

25 **SIXTH ORDER OF BUSINESS**

Board Member Discussion Items:

26 **A. City of Tampa Water Issue**

27 Ms. Ringhof stated the city is here capping the areas.

28 Mr. Cachon reported that the city used an outside source to locate the main lines, and they
29 dug a lot of the holes. The city will have to continue to the main line to cap the lines. They are
30 here most days and on a good day they are here for six hours.

31
32 **B. Strategic Planning – Informational Only**

33 Ms. Ringhof stated I put the information in the package so you have an idea of what took
34 place in the past. The Strategic Planning Committee meetings are Fridays at lunchtime. The first
35 meeting is this Friday and the notices are here and at the gate houses. I told Ms. Rugg that I am
36 not sure I have the bandwidth to do this committee and I know Mr. Fitzgerald wanted it. Do you
37 want to take over this committee?

38 Mr. Fitzgerald responded I can help you anyway I can.

1 Ms. Taggart asked are you thinking about every Friday?

2 Ms. Ringhof responded for now, until we can get things up and running and how much
3 we can accomplish. I figure it would be better to add more dates and cancel.

4 Mr. Burman stated both myself and Mr. Leo Northington are mentioned as being part of a
5 committee that worked on these sheets, and I want to make a record that neither one of us had
6 any input on what was written.

7

8 **SEVENTH ORDER OF BUSINESS** **District Projects**

9 **A. Field Manager Report**

10 A copy of Mr. Cachon's report is attached hereto and made a part of the record:

11 **i. Ratification of:**

- 12 **1 Architectural Fountains Inc. for East Entrance Concrete**
13 **Fountain in the Amount of \$500**
14 **2 Dave's Home Helper Service Inc. for CATS Wiring in**
15 **Clubhouse in the Amount of \$465**
16 **3 Nanak's Landscaping for an 85 gallon tank in the Amount of**
17 **\$838.50**

18 These items were approved under the Consent Agenda.

19

20 **ii. Approval of:**

- 21 **1 Outflow Structure Bid #1 Rick Derry Marine Construction**
22 **Proposal in the Amount of \$1,000**

23 This is for building a structure around the outflow to the lake off the point. It is a
24 concrete box 12' out in the water and the water is up over it and it is not marked.

25

26 **On MOTION by Ms. Taggart seconded by Mr. Shaw with all in**
27 **favor Rick Derry Marine Construction Proposal in the amount of**
28 **\$1,000 for the outflow structure was approved.**

29

- 30 **2 Palm Pruning Bid #1 SCAPES Proposal in the Amount of**
31 **\$10,000**

32 We put together specification which are included in the advanced package. We
33 recommend using SCAPES in the amount of \$10,000.

34 Mr. Levant stated I remember in the committee meeting to ask Nanak's to see if they
35 would met this price because is SCAPES does this we cannot go back to Nanak's if any problems
36 arise.

1 Mr. Cachon stated I have not. I believe Mr. Fitzgerald was going to have that
2 conversation.

3 Mr. Shaw stated it is fine to go back to Nanak's, but Nanak's needs to compete for a bid.
4 The risk we run is getting a reputation of going out for bids and then handing things over to the
5 incumbent. It will be harder for us to get competitive bids. I don't think we should give it to
6 them just because they can match it.

7 Mr. Levant stated they probably should have been asked and been up front.
8

9 **On MOTION by Ms. Taggart seconded by Ms. Ringhof with all in**
10 **favor Mr. Cachon was authorized to select the most responsive**
11 **and responsible bidder for palm trimming in an amount not to**
12 **exceed \$10,000.**
13

14 **3 Morris Bridge Turnaround Construction Project in the**
15 **Amount not to Exceed \$25,000**

16 Some work has been completed and you ratified the Architectural Fountain work in the
17 amount of \$500. We have a complete proposal and a partial proposal. I am working on getting
18 two more bids based on the specification sent out in your Board package. The diagram shows
19 you size of the turnaround, the radius, a new road bed and new pavers. The \$20,600 is one
20 number and we do not know what is under the existing fountain such as electrical, etc. There
21 may be additional work needed in preparing the road bed. It is a very small road project and it is
22 challenging to get people interested, but I think I can get one more bid.
23

24 **On MOTION by Mr. Burman seconded by Mr. Shaw with all in**
25 **favor Mr. Cachon was authorized to proceed with the Morris**
26 **Bridge Turnaround Construction Project in an Amount not to**
27 **Exceed \$25,000.**
28

29 **4 Italian Cast Stone, Inc. for Repairs in the Amount not to**
30 **Exceed \$3,105**

31 This firm we have done work with before. I included a rough dialogue of how many of
32 our monument signs are leaning and repair work is needed before we can paint them.
33

1 On MOTION by Ms. Taggart seconded by Mr. Burman with all in
2 favor Italian Cast Stone, Inc. Proposal for repairs in the Amount
3 not to Exceed \$3,105 was approved.
4

5 **iii. Consideration of:**

6 **1 Proposals Relating to Restarting Fountain at Cross Creek**
7 **Entrance or Retrofitting with Decorative Plantings –**
8 **Architectural Fountain Inc.**

9 There are two different options. One is to decommission the Fountain for a price of
10 \$500; and the other shows a price to get it back on line and maintenance on a monthly bases.

11 Mr. Fitzgerald stated I put this out because we have been talking about this for quite
12 awhile.

13 Mr. Shaw stated I like the look of the fountains, but given the drought restrictions we
14 have had over the last few years and the cost of maintenance it is not worth it.

15 Ms. Ringhof asked will the concrete box still be there, but all the guts for the fountain
16 will be removed?

17 Mr. Cachon responded yes, all the piping will be removed, but you can change it back.

18 Mr. Fitzgerald stated we are trying to clean up the front entrance and with the annuals it
19 will look good all the time.

20 Ms. Ringhof stated annuals can get costly, but I am sure it is less than running a fountain.
21 Mr. Cachon should research the cost of retrofitting the Cross Creek Entrance.
22

23 On MOTION by Mr. Shaw seconded by Ms. Ringhof with all in
24 favor Mr. Cachon was authorized to proceed with removing the
25 fountain in the amount not to exceed \$500.
26

27 **EIGHTH ORDER OF BUSINESS**

Financial Matters

28 **A. State of District Finances**

29 Mr. Shaw presented his quarterly report for February 2010, copy of which is attached
30 hereto and made a part of the public record.

31 The report shows the first five months. To summarize the District has \$2.7 million in
32 cash; \$1,047,00 was due to other funds with a net cash value of \$1,559,000. Our general fund
33 balance is roughly \$1.6 million. Revenue year to date is over budget by \$159,000 so far. Our
34 expenditure are \$281,000 under budget so far. We are trending well and is based on the amended

1 budget we approved at the last Board meeting. Although Security is showing \$59,000 under
2 budget in reality Wackenhut is two months behind in billing so we are right on budget; General
3 Fund legal fees no bills were presented in February and at this point we are still looking at
4 January numbers. Miscellaneous revenue of \$9,827 if it is extrapolated out through the rest of
5 the fiscal year it is \$23,500. We budgeted only \$5,000 so we have a nice cushion there. If I
6 extrapolate out the rest of the year, and hit our budget numbers for the rest of the year, our cash
7 balance should be \$900,000 at the end of the year and will need to have that carry us through the
8 first quarter of the next fiscal year. If we continue to trend under budget we should have a nice
9 cash balance at the end of this fiscal year.

10
11 **D. Soave Update**

12 Mr. Shaw stated at the last Board meeting I brought up the fact that Soave was having a
13 dialogue with Mr. Cachon about the District purchasing the Soave parcels. The Board
14 empowered me to speak with Mr. Raley. We have settled on in essence a deal for the District to
15 acquire that property which will be beneficial to the District. They have agreed that the District
16 can acquire the two parcels for roughly \$295,000. From Soave's prospective the sale price is
17 \$150,000. They want to get out of the property without putting anything additional into it, and
18 take back the seller financed note payable at a certain percentage rate amortized over 10 years,
19 which I think if very fair. In order for the District to do this, the District would pay the 2010
20 property assessments and taxes due at closing, a little over \$145,000 paid by March 31st. Of that
21 \$145,000, \$123,000 is O&M that comes back to the District. It is not a wash, it is in our current
22 year's budget, the expenditure of \$123,000 is not in our budget. In addition, the District will
23 have to extinguish the bond debt on the property which is \$76,000. Cash needed at closing is
24 roughly \$221,000. I am completely ignoring the other costs the District would have such as
25 legal, engineering, etc. I talked with Ms. Stewart and she sees no reason why the District cannot
26 do this. There may be costs for surveys and incidentals. Realistically the cost will be higher, but
27 I am not sure. For purpose of motion I would like a cap as to the other costs. I think 60 days is
28 enough time for due diligence. Mr. Daugirda and Mr. Straley figure 90 days is more prudent.
29 Ms. Stewart felt 60 days was more than enough time. I know Soave is more than anxious to get
30 this over and done with.

1 Assuming we go through with this, the District will lose \$123,000 of O&M revenue and
2 57 assessment based units. The debt service is almost \$22,000 a year. That comes up to
3 \$145,000 each year. The \$145,000 does not include the cash the District needs at closing. That
4 is lost of revenue and the debt service on the Soave note.

5 Currently we have 1,072 units on roll, 170 units consists of the Avatar Parcel Phase VII
6 which they haven't paid for the last two years. Assuming they cut a check for 170 units the
7 annual cost per unit is \$143 per unit. A more likely scenario is that Avatar will pay they
8 assessment on 124 units which reduces the on roll number to 969 units and raises the cost to
9 \$150 per unit. Worst case scenario is we remove Avatar's 170 units and the 57 units which
10 reduces the on roll number to 845 unites and the District cost is \$172 per unit annually. Our
11 annual O&M assessment is \$2,162 per unit.

12 In my opinion, the District has the cash to pay the cost needed to extinguish the bond
13 debt, pay the property taxes and other miscellaneous cost without the general fund balance taking
14 the hit this year, based on five months of historical information and extrapolating out the next
15 seven months. I don't like that type of financing because the District will be purchasing a long
16 term asset and using general working capital to do that. It makes more sense to amortize out the
17 closing costs over two to three years, and finance that, and pay it off early if we want to. We
18 should also do that with the Soave Note for no pre-payment penalty. This is what we have
19 discussed, and they have agreed to their portion of it.

20 Mr. Burman asked have we taken into consideration the \$78,000?

21 Mr. Shaw responded that is in our general fund cash.

22 Mr. Burman asked at one time during the year to we find out how much we have left over
23 from the bond payments like we did last year for the \$78,000?

24 Mr. Daugirda responded we can ask for a review after the May 1 and November 1
25 payment dates.

26 Mr. Burman stated we may have additional cash to put toward this.

27 Mr. Straley stated I have talked to Mr. Raley, who put me in touch with Soave's lawyer in
28 Michigan. One of the things that needs to be done with the property is it needs to be rezoned for
29 a park or recreational use, which is a six month process. I am not sure if you are in a position to
30 seek rezoning because you don't know precisely how the District will use the property. The city

1 will want a site plant for rezoning. That issue will be outstanding. I think it is important that we
2 sit down with the city to try to get comfortable that the rezoning is feasible.

3 Ms. Taggart stated the city has frozen all rezoning pending the light installation, so they
4 may say they don't have a problem with the rezoning if we pay for the light installation. That is
5 the only thing in the back of my mind.

6 Mr. Straley stated living that issue aside, it is hard to imagine going from townhomes to
7 recreational facility, but I can image a site plan with lights and outdoor activities that may draw
8 objections from neighboring developments.

9 Mr. Daugirda stated I have seen it happen where in asking for a rezoning they have
10 demonstrated they surveyed the community and they were in agreement so they have deferred to
11 that.

12 Mr. Shaw stated with either 60 or 90 days, we still need to hold a public hearing on this
13 issue to get their input.

14 Mr. Straley stated this will require an public hearing for the special assessment for this
15 purchase. It seems prudent to have the hearing and it will be a push to have it done in 60 days
16 which is why I would prefer to get 90 days if we could.

17 Mr. Levant asked what happens if the taxes are not paid by March 31st?

18 Mr. Shaw responded it goes up almost \$6,000 per month. There is no difference between
19 April 30th and March 31st.

20 Mr. Fitzgerald asked is the tax certificate available to be purchased at this point?

21 Mr. Shaw responded they are not delinquent yet, and tax certificates are sold in June.

22 Mr. Fitzgerald stated I was warned not to bid on something you don't have a firm handle
23 on. I know Soave is in the real estate business; however, \$250,000 to them is nothing. There
24 have been at least two transactions on this property, and what are we buying.

25 Mr. Straley stated we would ask Soave to provide us with a Title Insurance Policy, and
26 they also would pay for the taxes on the deed and document stamps as it is a sellers expense. I
27 don't think this is an environmental contaminations, but the District can do a Phase I
28 Contamination audit of the property, a survey, an appraisal.

29 Mr. Fitzgerald stated I am more concerned if there is another piece of paper laying around
30 in someone's office that we are buying and how do we protect ourselves.

31 Mr. Straley stated that is where the Title Insurance comes into play.

1 Mr. Shaw stated this is Mr. Straley's area. The land was bought from the developer at the
2 height of the real estate boom, and the buyer was caught in a bad down market and re-sold it.
3 Soave thought it might be a good investment, and having paid two years of assessment they are
4 looking to cut their losses.

5 Mr. Burman stated say we don't develop the land, and a developer wants to purchase the
6 property. Do we run into a problem with the IRS?

7 Mr. Straley responded the District should not be purchasing the property unless the intent
8 is to keep it and develop it. If three years from now the whole plan for a recreational amenity
9 falls through, the District has the option of declaring it surplus property and selling it. I will run
10 it by our Bond Counsel, but I don't think it is a problem.

11 Mr. Daugirda stated the intention is to purchase the property for a recreational amenity to
12 benefit the District. We would have paid off the long term bond; and we would apply for a
13 government exemption on the real estate taxes. If we could not go forward due to a set of
14 circumstances, we would dispose of the surplus property and then commercial reasonableness for
15 selling.

16 Mr. Levant asked is the Board thinking of developing the second piece of property as a
17 recreational facility?

18 Mr. Shaw responded that is the intent, and we need to go through a strategic planning
19 process. This is Phase I, purchase the property; and Phase II, figure out what we want to do with
20 it. Based on what I am hearing 90 days due diligence is probably the prudent thing to do.

21 Mr. Straley responded yes. Soave's counsel is in Michigan and one wrinkle is under
22 normal circumstances you have a purchase mortgage note on the property, they put a lien on it, if
23 we miss a payment, they foreclose. Under Florida Law, if the District purchases the property it is
24 public property and we can't do that. We will have to get Soave comfortable and pledge a
25 revenue stream for the assessments for this particular debt. It ends up like a mini-bond issue, and
26 gives them a right in a court to get their revenue from the District.

27 In the contract, we will ask them to provide any reports they have or did when they
28 purchased the property.

29 Mr. Shaw stated I am sure Ms. Stewart has this information when Richmond purchased
30 the property for \$5 million and they did they due diligence.

1 Mr. Straley stated I believe under these circumstances we may not have to pay
2 documentary stamps, no tangible tax, and recording costs should be nominal.

3 Mr. Shaw stated in summary, purchase of the Soave property as outlined in my
4 memorandum, subject to a due diligence period of 90 days, and a cap of total other costs of
5 \$25,000.

6
7

On MOTION by Mr. Shaw seconded by Ms. Taggart with all in 8 favor Staff was authorized to proceed with the purchase of the 9 Soave property as outlined, subject to a due diligence period of 10 90 day and a cap of total other costs of \$25,000.
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11

12 **FIFTH ORDER OF BUSINESS**

Staff Reports

13 **A. Attorney**

14 Mr. Straley stated there was an accident last week on one of the District's sidewalks and
15 the District's insurance carrier was put on notice of the accident. I prepared a memorandum
16 which is food for thought on a going forward basis and what the District's policies should be on
17 sidewalk maintenance and repair. This is an issue every District wrestles with because it is part
18 of the public right of way and in most cases owned by the District; pavement settles, tree roots
19 come up and cause potential hazards. Please look at this memorandum at your leisure and it is
20 something you may want to adopt as a policy.

21 I spoke with the Assistant City Attorney regarding the letter on the water issue, and they
22 understand the ball is clearly in their court. They are going to have a meeting at the city on the
23 29th and they will get back to us then.

24 Ms. Ringhof stated on the leased office, there is a hearing on May 17th.

25 Mr. Levant asked is there a status on the trailer?

26 Mr. Cachon responded the Code Enforcement Department is notify the owner that
27 someone is living illegally on the premises.

28 Mr. Daugirda stated we also meet with Avatar and spoke with Mr. Eckert, their attorney,
29 and reminded them our budget process is starting and we will need to address their assessment
30 issue one more time and would like to get it wrapped up.

31 Ten more individuals have paid off their obligations on the B Bonds, and Ms. Angela
32 Mason is an attorney and affected landowner and has been filing lawsuits, but Stewart Title has
33 cut one or more checks to pay off some of the obligations.

1 We have also asked the Bond Underwriters as to the possibility of refinancing all the
2 bonds and if funds can be generate if we keep the payments the same for
3 construction/improvement purposes. The preliminary response from them is we have three series
4 of bonds. One is not callable and there is an issue with the outstanding B Bonds. There is not a
5 question as to whether refunding generates economic benefit; however, the outstanding credit
6 issues revolve around the outstanding B Bond, concentration of ownership by Avatar, exposure
7 to delinquent assessments, the potential purchaser of the bonds would have to evaluate. In order
8 to get beneficial bond package, we need buy off from the bondholders and work out the rest of
9 the deal. They are going to generate something and when I get it I will forward it to Mr. Shaw.

10 Mr. Straley stated the best kind is an "A" rating refunding which is hard to get and is
11 difficult when we have a concentration of ownership like Avatar when the assessment are not
12 current.

13 Mr. Levant stated there is a contract in the package for the Field and Office Management
14 Agreement, but when I look at last year's and this year the District may be doing something that
15 will have repercussions in the future and we are hiring an employee. We are paying for two
16 weeks vacation, holidays and sick time, etc.

17 Mr. Straley stated I know when Mr. Cachon set up his business he was hoping to do this
18 for more than one District and develop a business. If you don't have other clients and this has
19 become a job, we may want to recast that as an employment agreement.

20 Mr. Cachon stated it is an independent contract used by other District and gave it to Mr.
21 Vericker last year and he did some tweaking. The modifications this year were minor so I just
22 did them.

23 Mr. Straley stated Mr. Levant raises some valid points. Now that we have a better
24 understanding of Mr. Cachon's job we can tweak the agreement.

25 Ms. Ringhof stated I have spoken to Mr. Cachon on the agreement, and monthly
26 compensation needs to be address, and he has some revisions. We can refine the duties and have
27 Mr. Straley look at the agreement.

28
29 **B. Engineer**

30 There not being any, the next item followed.

31

1 **SEVENTH ORDER OF BUSINESS** **District Projects (Continued)**

2 **iii. Consideration of:**

3 **2 Field and Office Management Agreement – Proposed and**
4 **Current Contracts**

5 Mr. Cachon stated the date of the contract begins May 18, and a sample proposed contract
6 and a supplement was provided. I am asking for initial income for the year, initial
7 responsibilities documented.

8 Ms. Ringhof stated the key difference is 120 day written notice.

9 Discussions related to:

- 10 ▪ 30-day turn around for vendor contracts either it be Mr. Cachon or someone else;
- 11 ▪ Around the House taking on the role of office management in addition to field
12 management;
- 13 ▪ Direction for the Office Manager given by Ms. Ringhof;
- 14 ▪ Potential on-site supervisory role being given to Mr. Cachon regarding day-to-day
15 activities;
- 16 ▪ In the community Property Manager title has been construed as Rampart Properties;

17 Ms. Ringhof summarized the proposed contract as being a 12 month contract from May 1
18 to April 31; 120 day termination or a suitable time frame agreed to by both parties; continue to
19 maintain a CAM license; exemption for worker's compensation insurance; paragraph 5 includes
20 the duties not in the old contract that he has been handling; 6B is the change in compensation.

21 After further discussion, Ms. Ringhof is to refine the contract as it relates to the Field
22 Manager job; and Mr. Straley will deal with the legal wording.

23
24 **On MOTION by Ms. Taggart seconded by Mr. Shaw with all in**
25 **favor Around the House Agreement was approved in substantial**
26 **form subject to final review and approval by Ms. Ringhof and Mr.**
27 **Straley; Annual Salary of \$70,000 was approved; and Ms. Ringhof**
28 **was authorized to execute the final agreement.**
29

30 **Concrete Repairs**

31 Mr. Cachon stated I am putting together specification and get bids for concrete repairs,
32 and I would like to ask for an expenditure of not to exceed \$3,000 to due various sidewalk
33 repairs throughout the community, and one area was mention earlier by our attorney.

1 Mr. Shaw stated there is a line item for streets, drains, sidewalks, etc. The budget is
2 \$40,000 and to day we spent \$3,241.

3 Mr. Fitzgerald stated I would like to know what the criteria is for this. Is it a reaction to
4 the accident? Are we grinding down all the edges of the sidewalk? Does it include all of the
5 areas we talked about previously? Where did this come from?

6 Mr. Shaw asked is everything supposed to go to the L-A-F Committee and then come to
7 the Board?

8 Mr. Fitzgerald responded I guess not.

9 Mr. Cachon stated the accident happened in an area I did not know existing. I knew of
10 some other minor areas. This was new to me. At this point as it came as a legal matter and we
11 received a legal opinion that Ms. Ringhof asked for, and we were told we should, and there is no
12 legal reason why we shouldn't fix the area after an accident.

13 Ms. Ringhof stated this is part of his job purview. I asked for the legal opinion, and
14 based on that opinion and my conversations there is nothing to prevent us for fixing the area, and
15 in fact it is a safety issue to do so. Mr. Cachon is supposed to provide information to the Board
16 and assist the Board in preparing these proposals, soliciting bids, etc. The fact that we have these
17 committees are helping to feel the pulse of the community and bring it back and advise the
18 Board. The committees are to advise the Board, there is no reason why it has to be committees
19 up through Mr. Cachon or Mr. Cachon down to the committees and up to the Board.

20 Mr. Levant asked what was the reason for setting up the committees?

21 Ms. Ringhof responded because we did not have a field manager.

22 Mr. Levant stated then we should disband the committees and let him do his job.

23 Mr. Ringhof stated we could, but it is apparent that the committees are providing more of
24 a service.

25 Mr. Fitzgerald stated if Mr. Cachon brings something up at a meeting that is in the L-A-F
26 Committee area, I would just like to know about it. This was a surprise to me. I have had this on
27 the table for months and here it comes out of left field.

28 Mr. Shaw asked has a survey been done of the damages sidewalks?

29 Mr. Cachon responded there are three areas I am asking the vendors to look at. We did
30 get today saying that we may need to get an engineer to come out to survey the entire property.

31 Mr. Shaw stated I think you are more than capable of doing this.

1 Ms. Taggart stated just like we did with the roads.

2 Ms. Ringhof asked do we want to do all the sidewalks at once, or the three areas that he
3 has identified?

4 Mr. Shaw responded if we can do them all for \$10,000, I would rather do them all. If it is
5 \$40,000, no.

6 Mr. Burman stated Mr. Cachon, I believe, has the original RUL study where Ms. Stewart
7 identified the areas which will be helpful.

8 Mr. Fitzgerald stated this is obviously a reaction to the accident so what is it are we
9 supposed to do.

10 Ms. Ringhof stated in my conversations with the attorney, we are not admitting
11 culpability if we fix the sidewalk. We can decide if we want to do this or not.

12 Mr. Shaw stated we all agree someone fell on the sidewalk. It is prudent for us to find out
13 how much it will cost to have the sidewalks repaired based on the areas identified in the RUL
14 study. I don't think they have to be fixed tomorrow. Do you have enough information for the
15 vendors to bid on this work?

16 Mr. Cachon responded I will look at it, and there is a lot regarding pedestrian sidewalks.
17 I can pull from that and do my best. If the price comes back at \$50,000, then we can determine
18 the worst ones and those in major traffic areas and go from there.

19 Ms. Ringhof stated we can set a not to exceed amount, and get it all done; and if it
20 exceeds the amount he can bring it back to the Board.

21 Mr. Fitzgerald asked is it our intent to fix the place of the accident?

22 Mr. Cachon responded it has been documents in several records that this person fell.
23 Now that we know that, should we fix it? I think we should.

24 Mr. Levant asked can you explain the imperfection of the sidewalk?

25 Mr. Cachon responded a piece of the sidewalk has split at the joint and in the middle it
26 twisted and the portion is on the right side and is between ½" to 1" in height.

27 Ms. Ringhof stated we are not attempting to set a policy. Mr. Cachon has recognized that
28 someone fell, and there is a potential issue with the sidewalk, in this walk around he has seen at
29 least two other places that are obvious. The Board is discussing whether they want to take it a
30 step further and do them all at once or separately. In the meantime, the recommendation from

1 the attorney is that the engineer perform periodic inspections because they have access to the
2 safety standards for reasonable reliance.

3 Mr. Fitzgerald stated the original request was for \$3,000 for the three areas. Do we want
4 to do this, yes or no? If we are in agreement we can do those first, and then go on with the rest of
5 them.

6 A resident suggested that all Mr. Cachon needs is the accepted safety standards for
7 sidewalks in the community as there is a lot of sidewalks in this community.

8 Mr. Cachon was directed to contact the engineer to find out the safety standards for the
9 sidewalks.

10

11

On MOTION by Mr. Burman seconded by Mr. Shaw with all in 12 favor the expenditure of not to exceed \$10,000 for repair of the 13 sidewalks determined by the safety standards was approved.

14

15 **Canary Palms**

16 Mr. Cachon stated there are two Canary Palms right after the entrance at the Cross Creek
17 Gate House that are on their way out. Upon written confirmation that the trees are dead, and they
18 are taped, I am requesting an expenditure of \$1,000 to remove the two palms.

19 Ms. Wolf stated they are pretty bad.

20

21

On MOTION by Mr. Ringhof seconded by Mr. Burman with all in 22 favor the expenditure of not to exceed \$1,000 for the removal of 23 the two Canary Palms near the Cross Creek Entrance was 24 approved.
--

25

26 Mr. Levant asked have you looked at the Queen Palm?

27 Mr. Cachon responded the one where the base looks rotted. In that regard we may want
28 to increase the expenditure to \$1,200.

29 Ms. Ringhof asked are there any others since it is cheaper to do more?

30 Mr. Cachon responded I have an inspection tomorrow, but I look for Juan to come back
31 out and provide an email that they are bad.

32 Mr. Fitzgerald asked what about the tree that was hit by the car?

33 Mr. Cachon responded we have options with that one.

1
2 On MOTION by Ms. Ringhof seconded by Mr. Burman with all in
3 favor previous motion was rescinded; and the expenditure of not
4 to exceed \$1,500 for the removal trees identified by Mr. Cachon
5 was approved.
6

7 **Compensation for Mr. Cachon**

8 Mr. Cachon stated from last year's contract that is a week of vacation I have not taken.

9 Mr. Shaw stated for clarification the amount is a little over \$1,000.
10

11 On MOTION by Mr. Burman seconded by Mr. Shaw with all in
12 favor Mr. Cachon's contract was extended for an additional week
13 during the current year at his current salary was approved.
14

15 **B. Committee Requests/Recommendations**

16 **i. Landscape-Aquascape-Facilities**

17 Mr. Fitzgerald stated we are trying to get approval for a list of trees to be used as street
18 trees. If we cannot agree on all the types of trees, we can at least narrow it down to the obvious
19 ones to get trees in this community so we can move forward.

20 Mr. Levant stated from a cost perspective if we want to put in trees that have long fronds
21 the most expensive is a Queen Palm. If we want to put in trees that have fans, the least expensive
22 is a Sable Palm. We need to determine what will look the best. The Queen Palm is a different
23 looking tree from the Canary, but the Sable is thicker with the large trunks. Once we decide on
24 the look we can determine what types of trees to put in.

25 Mr. Levant further explained the difference in the types of Palm trees, height, hardiness,
26 and their costs. There are 60 residential street trees that have to be replaced and we can easily
27 put in 40 on CDD property.

28 Discussions related to different types of trees including Wild Date Palms and their
29 expense; Indian Date Palms; the use of Native Florida Palms; Mule Palms [\$50 a foot]; Sable
30 Palms and Queen Palms; Date palms being susceptible to the same disease that was detrimental
31 to the Canary Palms.

32 Mr. Levant's recommendation was the Sable Palms and Queen Palms.

1 Ms. Ringhof commented on the different look they will bring to the community and to
2 hope to have the least intrusive look in the transition.

3 Mr. Levant stated in the islands they will have to be Sable Palms, as once they are
4 established they are tolerant to the Florida weather.

5 Ms. Ringhof stated I am okay with that. It is the street trees I am more concerned about.
6 We can make a palette, but I don't want to see a Sable Palm in one place and a Queen Palm in
7 the other.

8 Mr. Burman asked can we get a approximate price break down?

9 Ms. Wolf responded installed prices are Sable's are \$160; Queen Palms are \$225; Ribbon
10 and Chinese Palms are around \$300 and \$400 at least. Some are prices per foot.

11 Ms. Taggart stated we will have to set a minimum if it is a street tree.

12 Mr. Levant stated 8 feet trunk size.

13 Mr. Fitzgerald responded as for the common areas, we have a design person coming in
14 saying we can mix them and it will still look great. It is the street trees. People are very anxious
15 to get them in where they will start buying their own tree.

16 Ms. Taggart asked are you getting a preference from them or is it all over the map?

17 Mr. Levant responded they would like to have the same as every one else which is the
18 Canary Palm, but because of the disease and costs it is not make sense. We should have a list of
19 acceptable trees if they are to spend the money.

20 Ms. Wolf stated the Queen Palm is the least susceptible to disease, but if someone wants
21 to put a tree in there should be some specifications.

22 After further discussion,

23 Mr. Shaw stated I vote for the Sable Palm as the street tree. At \$160 installed we can
24 replace all 60 trees for \$9,600.

25 Ms. Ringhof stated of the trees you are presenting to us, given some of the other trees are
26 susceptible to disease and may put us back where we are now, you can't beat the price.

27 Mr. Daugirda stated if you integrate the Sables into the cul-de-sacs or other District areas
28 it will have a greater impact.

29 Ms. Ringhof stated the Board is leaning in the direction of Sable Palms. What other
30 direction do you need from us?

1 Mr. Levant responded we would like guidance. A lot of people have put in their own
2 Canary Palms, Sylvestris, and Date Palms of various types. Those would look like the Canary
3 Palms.

4 Ms. Taggart stated this is at their expense. I could go along with that.

5 Ms. Ringhof stated as long as they are not susceptible to disease.

6 Mr. Fitzgerald stated we can notify people what we are going to do and remind them what
7 their options are.

8
9 **Mr. Burman MOVED that the Sable Palm was selected as the**
10 **District street tree, and staff was authorized to provide a proposal**
11 **to establish the parameters of other trees to be purchase and**
12 **installed at resident's expense.**
13

14 Ms. Ringhof stated the Policy states we will replace the street trees we removed, but if
15 residents do not want us to replace it they can opt out and purchase their own Canary Palm. I am
16 hearing that you want to ease up on that and allow them to purchase any date type palm
17 consistent to the look and feel of the Canary Palm.

18 Mr. Fitzgerald stated we can name them specifically.

19 Ms. Ringhof stated I would like to motion to say the street tree is a Sable Palm, but that
20 residents can chose to opt out and purchase and install a Date Palm from the approved Date Palm
21 list.

22 Mr. Levant stated we also want to allow people that if it is not on the list to get the
23 specification and come to the Board for an exception.

24 A resident stated I lost a \$1,700 Canary Palm that I paid for, and I don't think a \$160
25 Sable is a good trade.

26 Mr. Fitzgerald stated the look it what is important, and it is not just the price that is being
27 considered. The Sable is the closest.

28 Mr. Levant stated from all the consultants we have spoke to there is a limited number of
29 trees in this category.

30
31 **The PREVIOUS MOTION dies for lack of a second.**
32

1 On MOTION by Mr. Burman seconded by Ms. Ringhof with all in
2 favor the Sable Palm was selected as the District street tree, and L-
3 A-F Committee is to provide a listing of viable alternatives and
4 establish the parameters of these trees to be purchase and installed
5 at resident's expense was approved.
6

7 **ii. Quality of Life**

8 Ms. Ringhof stated because we have no one here on the weekend we only booked one
9 party on the weekends. Ryan and I devised a checklist for residents prior to their party and return
10 it Ryan, this way we can have two parties on the weekend and turned back into security. We are
11 trying to find a way to open it back up to the residents, as many are requesting use of the
12 facilities. There are two checklists: one for before for the residents, and one for after that Ryan
13 does.

14 As an update, the network jacks were installed, and I did have a further conversations
15 with Phone Boost and he sent me all the specifications. We will have to purchase converter
16 boxes to keep our current technology. I look at Vonage and while it has been okay I have heard
17 there were problems.

18 Mr. Shaw stated I use them for my business and they provide good service and they are
19 physically located in New Tampa.

20
21 **iii. Security**

22 **a. Virtual Guard Update**

23 Mr. Burman stated they are looking for a new vendor for their video service, so there is
24 not much going on.

25 There was talk at the Security Committee last month as to whether we want to put out a
26 new bid for security.

27 Board consensus was for the Security Committee to look at specification for a new RFP
28 for services.

29 Mr. Fitzgerald stated I spoke to Mr. Straley months ago, and another option is a speaker.
30 We don't need a video. Why purchase the video if we may not have them?

31 Mr. Shaw stated this is a Wackenhut creation. If Security Company X submits a bid that
32 is \$30,000 lower for manned coverage at Morris Bridge, will we care about the video link? I
33 don't think so because we are getting a better deal.

1 Mr. Levant stated you need to find out if they are no longer the vendor if they are going to
2 leave the equipment, if they will take it out, or if there are any penalties or payments we will need
3 to come up with.

4 Ms. Ringhof stated same with the VCS.
5

6 **EIGHTH ORDER OF BUSINESS** **Financial Matters**
7 **B. Approval of Financial Statements – February 2010**

8 Mr. Shaw stated I believe this was covered earlier, unless there are any questions.
9

10 **Accounts Payable**

11 Mr. Shaw stated account payable runs for DPFPG is once every two weeks, and for their
12 smaller districts once a month, and for Cory Lake they were doing it once a week as an
13 accommodation. It was decided all the bills need to come to the Beach Club first for review and
14 get shuffled to DPFPG in Winter Park and it is creating a lag in processing time. What is
15 happening is now we are paying bills late. There is one AP clerk that handles the inputting and
16 receiving of AP bills. The work flow is such that if a bill comes in today, and she doesn't look at
17 it until tomorrow and it is payable on Monday, it may not get process until next Tuesday. This
18 has created an issue. Mr. Woodville's suggestion is to send all the bills to DPFPG and that will
19 solve the problem. I told him I would bring it up for discussion because we cannot have this
20 constant battle of getting bills paid on time with the inherent lag of the route these bills have to
21 take. If the bills go back to DPFPG, and we get electronic copies, is there some way we can get
22 comfortable with it.

23 Ms. Ringhof stated they are not set up to give us electronic copies of bills individually.
24 They were sending us a stack of bills that were up for payment that round. We are trying to keep
25 the bills so we can reference them. Then someone here has to split out those bills into the 12
26 different vendors in PDF and name them appropriately. We asked if they could do that, and they
27 said they are not set up for that. Since we are, we had the bills come here and return them with a
28 check request.

29 Mr. Cachon stated we have worked hard on getting control of the vendor bills here, and
30 the payment of bills once the work is done.

31 Mr. Shaw stated checks are not processed here.

1 Mr. Cachon stated we do check requests once a week. This was working well, as long as
2 they were cutting checks once a week. Can DPFPG cut the checks once a week?

3 Mr. Shaw responded this is not a large office. I am sure it is like my office. I am sure the
4 bulk mail comes in, is opened, and put into the individual district files for payment. The AP
5 clerk is there only certain days. They have a set day for the check runs for each district. If we
6 went to a check run every two weeks, and he could individual sort each vendor bill as a PDF and
7 sent it down, could we live with that process?

8 Mr. Daugirda responded there may be some common ground between the two such as
9 with phone bills, electric bills, etc. Wednesday is a good day to review for approvals.

10 Mr. Shaw stated I am sure there are other districts where there is some review of the bills
11 as there is no way Mr. Woodville will know what our phone bills are supposed to be. That has to
12 be part of our process.

13 Mr. Daugirda stated I would like to find some common ground. A one week turnaround
14 is generally acceptable for review.

15 Mr. Cachon stated the weekly review and turnaround has been working and I have not
16 gotten any complaints from vendors since December.

17 Ms. Ringhof stated there will be a rare occasion where something needs to be done
18 quickly. For the most part, this has been working. We had one snafu in the shuffle of paperwork
19 and resent for payment. If we go back to once a week, then we should be fine. If we go to the
20 two weeks, we will run into the same types of issues. I am not as convinced as Mr. Shaw to let
21 go of the paperwork.

22 Mr. Cachon stated this side is doing more administrative work, but we want it because we
23 want to know what is happening because we are here.

24 Mr. Burman asked do you need to physical invoice, or can we use a spreadsheet and let
25 him know what to pay?

26 Mr. Cachon responded we have set up a process and send him an individual check request
27 along with the invoice.

28 Ms. Ringhof stated they have never complained about the process. After I sign, Ryan
29 scans in the documents and emails them, and we follow up with the mailed hard copy.

30 Mr. Daugirda stated in most cases bills are 30 net.

31 Mr. Shaw stated some invoices are net 10 days.

1 Ms. Ringhof asked say a bill comes in Tuesday, and I come in on Wednesday to sign the
2 bills, do you give me the bill to sign off on Wednesday or do you wait until the following week
3 because we have time?

4 Mr. Cachon responded it depends on the bill. If I get an invoice from Nanak's for their
5 April service, I don't put it in.

6 Ms. Ringhof stated I understand holding bills from vendors where the work has not been
7 completed yet, but the regular bills should be done right away.

8 Mr. Shaw stated maybe his clerk is only working on Tuesday and Fridays.

9 Ms. Ringhof stated I can totally change the day. I am sure we found out they did AP on
10 Wednesday and Thursday. Our goal is to get ahead of his AP schedule. Until we can get a set
11 routine where we are very comfortable and our payment policies are adhered to by the vendors, I
12 am not comfortable letting go of the process. We may have caught Mr. Woodville on a bad day,
13 and I totally understand that.

14

15 **C. Avatar Update**

16 Mr. Shaw stated we are at the same place we were last month. We are waiting to hear
17 back from them.

18

19 **Budget Timeline**

20 Mr. Shaw stated May 19, two Board meetings from now, we will be presenting the
21 proposed budget for Fiscal Year 2011. I need the committees to provide there budget projections
22 for next year. My goal is to start at the same assessment as last year. The plan is to possibly
23 reduce assessments, but we do have the Soave proposal if that goes through. Committees should
24 have their preliminary budget projections by May 1st.

25 Mr. Daugirda stated at the April meeting you may want to discuss talking points of what
26 you want to see in the budget, particular the Soave project.

27 Mr. Fitzgerald asked is there a special assessment for the Soave project?

28 Mr. Daugirda responded it is treated like a long term bond. The assessment are X per
29 year, and imposing and certifying of the assessment for this project as the revenue stream.

30 Mr. Shaw stated my hopes is to do this, not have a special one time assessment to do this,
31 and lower assessments. The trend is we should have able to do this.

1 Ms. Ringhof asked are you going to provide us a worksheet based on what we have this
2 year?

3 Mr. Shaw asked will you use the templates? I can get templates out to the committees.

4 Mr. Fitzgerald stated Ms. Wolf is doing a lot of work on this already, so if it needs to be
5 in a different format let her know. I know she had some questions regarding budget line items.

6 Mr. Shaw stated she can let me know what she has or if there is a budget line item she is
7 questioning. I would rather know sooner than later.

8

9 **NINTH ORDER OF BUSINESS** **Manager's Report**

10 **A. Management Project Report**

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

13 Mr. Daugirda stated the police patrols have been added, and the documents and checks
14 have been sent into the city.

15

16 **TENTH ORDER OF BUSINESS** **Minutes of Meetings**

17 **A. Approval of February 21, 2010 Board Meeting**

18 **B. Acceptance of March 4, 2010 Finance Committee Meeting**

19 **C. Acceptance of December 8, 2009, February 23, 2010 and March 9, 2010**
20 **Landscape-Aquascape-Facilities Committee Meetings**

21 **D. Acceptance of February 18, 2010 Quality of Life Committee Meeting**

22 **E. Acceptance of March 1, 2010 Security Committee Meeting**

23 The above listed items were previously approved/accepted under the Consent Agenda.

24

25 **ELEVENTH ORDER OF BUSINESS** **Supervisor Requests**

26 Mr. Fitzgerald asked what has happened with the POA?

27 Ms. Ringhof responded they will be in attendance at our April meeting. They have also
28 established a POA liaison to the CDD, Judy Beck, and Jane Taggert is the CDD liaison to the
29 POA. I and the POA President will talk as needed and hash out a format.

30 Mr. Daugirda stated once this is established, if there is any issue that needs to be passed
31 by both Boards, we can have a joint meeting where the CDD votes and the POA votes rather than
32 having the back and forth between the House and Senate. We have done that in the past with our
33 other Districts.

34

1 **TWELFTH ORDER OF BUSINESS** **Public Comments**
2 There not being any, the next item followed.

3

4 **THIRTEENTH ORDER OF BUSINESS** **Adjournment**
5 There being no further business,

6

7

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


8

9

10

11

12

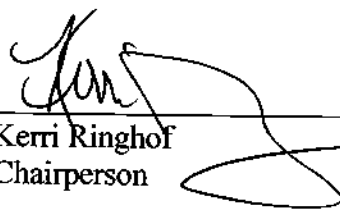


John Daugirda
Secretary

13

14

15



Kerri Ringhof
Chairperson

16

17