

MINUTES OF MEETING  
NARCOSSEE COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Narcoossee Community Development District was held Tuesday, November 27, 2007 at 3:00 p.m. at Offices of Governmental Management Services, 201 E. Pine Street, Suite 950, Orlando, Florida.

Present and constituting a quorum were:

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| Allan Goldberg       | Chairman            |
| William W. Cole, Jr. | Vice Chairman       |
| Michael Amsterdam    | Assistant Secretary |
| Jeffrey Smyk         | Assistant Secretary |

Also present were:

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| George Flint    | District Manager           |
| Roy Van Wyk     | District Attorney          |
| Barry Roy       | District Engineer          |
| Jason Showe     | Assistant District Manager |
| Alan Scheerer   | GMS                        |
| Marianne Smith  | Boyle Management           |
| Stephen Giercyk | Resident                   |

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Flint called the meeting to order.

**SECOND ORDER OF BUSINESS**

**Approval of the Minutes of the August 21, 2007 Meeting**

Mr. Flint stated the next item of business is approval of the minutes of the August 21, 2007 meeting. Those minutes were included in your agenda packet. Are there any additions, deletions or corrections to the minutes?

Mr. Goldberg stated I just had one correction on page 12 at the top, there one too many zeros.

On MOTION by Mr. Cole seconded by Mr. Amsterdam with all in favor the minutes of the August 21, 2007 meeting were approved as amended.

**THIRD ORDER OF BUSINESS**

**Financing Matters**

**A. Consideration of Resolution 2008-01 Amending the General Fund budget for Fiscal Year 2007**

Mr. Flint stated the next item is financing matters. Item A is a budget amendment for the General Fund budget for Fiscal Year 2007. In your agenda packet you have Resolution 2008-01 which amends the General Fund budget for the prior Fiscal Year. The budget is required to be amended within 60 days of the end of the Fiscal Year. The attachment to the Resolution shows the proposed amendment. On the expenditures side you can see the items that are proposed to be increased and the operating reserves are decreased by \$24,332 to offset those increases.

Mr. Cole asked why do we have an increase of \$16,000 for engineering?

Mr. Roy stated I think it has to do with your reserve report.

Mr. Flint stated you have the reserve report and the additional work they were doing in stormwater management. You also asked them to look at the pond and the requirements as to whether we could spray and chemically treat the ponds or not.

Mr. Scheerer stated they were also asked to look at some of the skimmers.

Mr. Roy stated the majority of the punch list items have been corrected and the skimmers is the last item on the ponds.

Mr. Goldberg stated and how G & H would affect the stormwater was a question.

Mr. Flint stated there was a task order issued where they were to re-look at the stormwater calculations to make sure the development on the commercial site was not going to overwhelm the stormwater system. I will be happy to go back and pull invoices if the Board wants more detail.

Mr. Cole stated there were a lot of things I had forgotten about.

On MOTION by Mr. Goldberg seconded by Mr. Cole with all in favor Resolution 2008-01 was approved.

**B. Consideration of Resolution 2008-02 Amending Series 2002 A&B Debt Service Fund Budget for Fiscal Year 2007**

Mr. Flint stated next is an amendment to the 2002 A&B Debt Service Fund budget. You will see on the attachment that it increases the carry forward surplus to reflect the actual beginning balance for the Debt Service Fund. It also recognizes \$278,000 in prepayments on the short term debt that were made and on the expenditures side it recognizes the special call for the 2002A and 2002B bonds. I think a significant portion of this was the prepayment associated with Parcel K.

Mr. Cole asked is there no more outstanding short term?

Mr. Flint responded to my knowledge there is no more outstanding short term. I think we are looking at what we need to do a closeout of the construction account.

Mr. Goldberg asked what does this mean to us? Is it just an in and out of the fund?

Mr. Flint responded what this is doing is increasing the revenue budget to recognize the additional revenue that came in from the prepayments and also recognizing the higher beginning fund balance that we had. On the expenditure side it is recognizing the special calls that were made. On the expenditure side we had budgeted zero because we don't know what the special call amounts were going to be. We have to clean up at the end of the Fiscal Year to make sure that our aggregate expenditures don't exceed our aggregate budget. It is really a clean up item to recognize the additional revenue and the expenses.

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| On MOTION by Mr. Goldberg seconded by Mr. Cole with all in favor Resolution 2008-02 was approved. |
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### **C. Consideration of Disclosure of Public Financing and Maintenance of Improvements**

Mr. Flint stated the next item is the Disclosure of Public Financing and Maintenance of Improvements. We handed out the document to you this morning. This document is basically a disclosure document. Typically when the bonds are issued Florida Statutes require the District to take affirmative steps to disclose the public financing to the Developer who in turn is supposed to disclose it to the initial buyers. In the last legislative session the statutes were amended to require that this be recorded in the records of the county that the District is in with the idea that people who are buying a resale home now when they do a title search this disclosure will pop up and they will see the financing that is associated with it. This is something that we intend on an annual basis to update and probably amend.

Mr. Van Wyk stated we would update this as necessary to indicate future financings or changes in assessment levels. If you will note this does incorporate your comment Allan, with the exception of that first paragraph that you had noted where it talks about the roadways. I have included the fact that there is no B debt. I believe you have verified previously that the B debt is all retired. We didn't put any assessment amount for the B plus it is one payment at the end anyway. We showed the assessment amounts associated with the A debt. We do not include the O&M assessment amounts because those change and there is really no need to include the exact amounts other than that we put in here that that information is available from the District Manager's office for the current budget that someone can call in and get that information. As George said we are required to have this recorded in the public records. We will just update it should anything change that is material and we think needs to be disclosed in relation to public financing. I do need to get a good clean legal for this.

Mr. Smyk stated when you spoke of short term debt is the B debt the same?

Mr. Flint responded yes. The A debt is the long term debt. The B debt is the short term debt. When the Developer builds and sells the home or sells parcels they will pay the short term debt off at closing. The long term debt stays with the property through maturity unless it is prepaid by the homeowner

On MOTION by Mr. Cole seconded by Mr. Smyk with all in favor the Disclosure of Public Financing and Maintenance of Improvements was approved and staff was authorized to record the document in the public records of Orange County.

**FOURTH ORDER OF BUSINESS**

**Consideration of Engagement Letter from Keefe, McCullough & Co., LLP for Fiscal Year 2007 Auditing Services**

Mr. Flint stated the next item is an engagement letter with our auditor Keefe McCullough & Co. The Board a couple of years ago went through a competitive bidding process to select Keefe, McCullough & Co. This is the third year of a three year engagement. Typically every three years you will bid this out again. This is the third year and is an engagement letter to audit Fiscal Year 2007 which ended on September 30, 2007. Roy has provided me with a couple of comments.

Mr. Goldberg asked is this an increase over the previous year?

Mr. Flint responded we paid \$6,000 last year and we budgeted \$4,000 and just had to amend the budget to increase it by \$2,000.

Mr. Van Wyk stated I just had some general comments. The statute makes us go through the process of selecting an auditor. It also requires that any engagement letters contain specific information. Two of the items that are missing from this letter was the fact that there must be a provision in the contract requiring invoices from them to be in sufficient detail to verify compliance with the terms of the agreement. We need to add that in there. They are familiar with this I don't know why they didn't put it in the letter. There is also a requirement that there be termination provisions for either party and there are no termination provisions in here. I suggest it be approved subject to the inclusion of those two additional items. There is also reference to a renewal and there will not be a renewal. This being the third one we will go back out for bid and if they are again selected to be our auditor that would be great but this contract will terminate with this audit.

Mr. Goldberg stated I want to clarify too that it is a not to exceed \$5,000.

Mr. Flint stated that is what is included in this engagement letter.

On MOTION by Mr. Goldberg seconded by Mr. Cole with all in favor the engagement letter with Keefe, McCullough & Co. to perform the audit for Fiscal Year 2007 was approved subject to the two provisions outlined by the attorney.

**FIFTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

Mr. Van Wyk stated we undertook in our office to go back and look at all of the deeds and lands that we have in the District and we had some clean up stuff that needed to be done to make sure that everybody's records were straight. The first item is a Quit Claim Deed. Oftentimes when the Developer does a plat they do a dedication and then they transfer parcels via dedication to governmental entities. The dedication by plat is more of an easement interest than it is a deed interest or fee title interest. There was a previous deed that conveyed most of the properties in LaVina Phase II, however, some of the parcels were not included in the deed but nonetheless picked up by the Tax Collector as being owned by Narcoossee and everything is being treated as if it was owned by Narcoossee in fee but it has not owned in fee. We had

generally like an easement interest in it. That is a clean up for that to go ahead and if anybody were to search the records through a title search this would show up and it would show in the chain of title that these parcels were actually conveyed to the District. I would ask that you accept Tracts Q, R, S, T, and U in LaVina Phase II. Tract Q is the big lake.

Mr. Giercyk stated I want to understand we are cleaning up that section and this is from a legal standpoint everything is going to continue to be treated exactly the way it is currently being treated.

Mr. Van Wyk responded yes.

Mr. Flint stated right now it is dedicated by plat and Roy is proposing to clean it up to make sure there is a deed so when people search the records it is clear. The Property Appraiser has picked it up as being CDD property because of the plat but technically the District has never accepted title.

Mr. Cole stated I can understand all of them except Q because that was a sale.

Mr. Van Wyk stated if anyone has any questions about how that transfer works, a lot of times a dedication is more in line of an easement interest than it is a fee interest and we are just trying to clean up the fee interest. That way if anything happened to the plat, if they vacated the plat, or vacated some of the designations on the land there is no reversionary interest back and stays with the District. It is best if we do this. I would ask for a motion to approve the Quit Claim Deed and accept Tracts Q, R, S, T and U in LaVina Phase II.

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| On MOTION by Mr. Cole seconded by Mr. Amsterdam with all in favor the Quit Claim Deed for Parcels Q, R, S, T and U in LaVina Phase II were accepted as presented. |
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Mr. Van Wyk stated the second part associated with that same project is that there was a deed transferring a lot of properties previously and I just want to go ahead and make sure the Board has accepted. I didn't find in the minutes where the board made an official acceptance of that deed and I would like to ratify the transfer of those tracts. That is Tracts A, B, C, D, E, F, X5, X6, X11 and X12. Those are already in the District's name I just want the Board to ratify acceptance of those tracts.

On MOTION by Mr. Goldberg seconded by Mr. Smyk with all in favor the acceptance of Tracts A, B, C, D, E, F, X5, X6, X11 and X12 was ratified.

Mr. Van Wyk stated I just distributed an easement and I have the map that goes along with this one. This is for an easement over Tract K in LaVina which is a private roadway currently it is owned by Nonacrest at LaVina Homeowners Association, Inc. and the District owns the tracts that are highlighted in yellow which are the lakes. The District needs to get access to some of those lakes that are landlocked, there is no way for us to get access. The HOA I believe has already authorized the execution of an easement in favor of the District to go on the roadways to get to those lakes. Tract K is the roadway tract.

Mr. Goldberg stated it is all the roads in the subdivision.

Mr. Van Wyk responded yes, and it is an easement running to the District.

On MOTION by Mr. Goldberg seconded by Mr. Smyk with all in favor the easement on Tract K in LaVina was accepted.

Mr. Van Wyk stated if you will recall at the last meeting we authorized acceptance of some tracts in Lake Nona Preserve and I have that map here. The area in yellow is the wetland and upland areas. We authorized acceptance of the lakes earlier and we weren't sure whether the wetland was part of the Stormwater Management System and our Engineer has confirmed that it is. We would like to go ahead and have that accepted as well as part of the transfer of the lakes so we went ahead and amended the previous deed that we had to include these additional tracts. It will be Tracts A, B, E, G, H, K and R of Lake Nona Preserve.

Mr. Flint stated the one issue I will point out to the Board on Parcel K the piece along Narcoossee Road between the sidewalk and the wall that right of way is in the HOA's name whereas all of the other right of way along Narcoossee Road is CDD maintained. It is covered through their HOA fees.

Mr. Goldberg stated there might be a request to add that to the CDD in the future.

Mr. Flint stated I received an email from the HOA manager for Morrison Homes for that development who wanted clarification on the CDD's budget and what is being covered by the CDD versus what they are responsible for and he left me a message today and I called him back

and got voicemail but they want to make sure they are not getting billed by the HOA and the CDD for the same thing. I explained to him in an email that the stormwater tracts are being deeded to the CDD for maintenance because the CDD constructed and maintains the entire stormwater system. We have \$18,000 in the budget for mowing around the lakes and we have between \$4,000 and \$5,000 for Aquatic Management and then there is a prorated portion of the administrative costs of the CDD is assigned to that.

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| On MOTION by Mr. Amsterdam seconded by Mr. Cole with all in favor Tracts A, B, E, G, H, K, and R of Lake Nona Preserve were accepted. |
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Mr. Van Wyk stated this is a draft of an Interlocal Agreement between Narcoossee Community Development District and the Randal Park Community Development District. As I'm sure you are all aware Randal Park is constructing improvements on Dowden Road and that widening project affects some of the lands owned by the District including the sign we have in the middle of the roadway, some uprooting of trees that we planted and some other landscaping removal and replacement costs. In consultation with the Chair we felt it was in our best interests as a District to put in writing what we expect to have done with respect to our improvements at Narcoossee and Randal Park is going to consider this Interlocal Agreement separately. If you will turn to page 3 you will see the items that we are really concerned with and we wanted to have put in writing so that everybody was clear as to what was going to take place with respect to the removal and replacement of the improvements for Narcoossee. Basically what is affected is the irrigation system, the grasses, the trees, and the sign. If you look at those items in section 3A1 we want to make sure that all the grass is replaced and is in good condition when it is replaced, that trees that are similar to those trees that were removed and a minimum of 4" diameter, irrigation system installed and modified as required to properly irrigate the plantings that are replaced and the monument sign we are trying to have them replace that sign if at all possible in another location and if they do get authority to put in a sign perhaps on the side areas of the roadway that Narcoossee be included in that. There are some questions about the specifications and we are still working on those. Allan has seen some comments from the Randal Park lawyer that they made. We are obviously, going to push for these items here. There may be a side agreement with the Randal Park Developer to put in perhaps larger trees rather

than the 2" trees that are a minimum authorized to be replaced. We want to try to keep some good size trees. That is still in negotiations so what we are looking for today is to have this Board authorize the Chair to execute the Interlocal Agreement subject to final negotiations of the items that are to be replaced and/or maintained. Obviously, we are going to shoot for this. There may be some modifications in the agreement and we would like you to authorize the Chairman to negotiate the terms of this agreement and to execute it when it is finally agreed upon.

Mr. Goldberg asked we never got anywhere with getting a monetary settlement if we couldn't put the sign up?

Mr. Van Wyk stated everybody knows George is the District Manager of Randal Park. It is not a conflict.

Mr. Flint stated we do have different District Counsels though and you are being represented that way. I think the concern on Randal Park's perspective as far as the monetary reimbursement is typically when signage like that is put in city right of way it is put in at the risk of whoever is putting it in there. Typically there is a license agreement or some sort of agreement that says that if the city is going to make some improvements and the signage is required to be removed is at their risk.

Mr. Goldberg stated which we don't have an agreement in this case.

Mr. Flint stated apparently there is not an agreement to point to. The city in the permitting process for the widening of Dowden Road wrote on the approved plans a comment that the LaVina sign is to be removed. I don't think it is the desire of the Randal Park CDD or Colonial Properties to remove the sign but the city feels it is a safety issue when the road is widened. Colonial has indicated that they are trying to get the city to do wing walls on either side instead of having signage in the median. In the event the city would approve wing walls that it would say Randal Park and LaVina but they would be willing to do that. I will let Colt Little who is the Randal Park Counsel represent the Chairman's thoughts.

Mr. Van Wyk stated generally when you install a sign in a median you are under a license agreement but I couldn't find one. I would suppose that you would still be subject to the requirements of the city with respect to that so if they said it had to be removed it would have to be removed. I don't want to say that reimbursement isn't possible it is just a question.

Mr. Goldberg stated the city approved the sign to be there.

Mr. Van Wyk stated they did. That is my experience that counties and cities pretty much dictate what happens in that right of way.

Mr. Giercyk asked how does Randal Park wind up putting their name out there when it says LaVina?

Mr. Van Wyk responded we are not sure there is going to be a sign out there.

Mr. Giercyk stated if they do the wing walls.

Mr. Van Wyk stated if they do the wing walls we are trying to have them include LaVina.

Mr. Giercyk stated that is my question. Why would they include LaVina? That is not Randal Park out there it is LaVina. Randal Park is in the back.

Mr. Van Wyk stated I'm sure they are just trying to get name recognition for their subdivision.

Mr. Giercyk asked why don't they put their signs in the back?

Mr. Goldberg stated I think the bottom line is they don't feel they have the responsibility to replace the signs. If we can get them to put something up there, if the city allows them to put something up there their name has to be on it too. That is something we should live with, at least we get some type of signage back.

Mr. Van Wyk stated the authority for them to put the sign up would be a deal between the city and that Developer. There is no way I can really stop that. What we are trying to do is if you are going to put your name out there put our name out there too.

Mr. Flint stated the Randal Park CDD wouldn't be funding the sign the Developer would be at that point.

Mr. Cole asked what about G & H if you are talking wing walls when they decide to do whatever? It would have to be in the county right of way.

Mr. Van Wyk stated you could go through it again if it is in the right of way it is all subject to the desires and decisions of the city.

Ms. Smith stated LaVina has as much right to that right of way as Randal Park.

Mr. Van Wyk stated we would have the right to negotiate with the city for the placement of a sign on our own dime as well but we are trying to piggyback on their dime and get them to put in a sign on our behalf at no cost.

Ms. Smith stated if there is a monetary settlement then LaVina could put their own sign up.

Mr. Van Wyk responded that is true but I think it is highly unlikely there will be a monetary settlement. When you put a sign in an easement or right of way it could be removed.

Mr. Goldberg stated we have requested a number for reimbursement but it hasn't gone anywhere. This is the way they would like to settle it.

Ms. Smith asked could LaVina stop any sign if they wanted to?

Mr. Goldberg responded not if it is in the county right of way.

Ms. Smith asked couldn't they go to the city council meetings?

Mr. Cole stated that is how it needs to be handled on an equity basis for the residents. For them to say this isn't fair, you are taking away our signage and as an additional slap in the face you might allow someone else to put signage out. There is a commissioner in this District, I would go visit him because that is a lot of votes.

Mr. Giercyk stated if they want to move the sign or take it down this is the city's decision but in no way should somebody else be able to come along and put up another sign and all of a sudden call it Randal Park. Once our sign goes in the front it should never say Randal Park. Let them put a sign in the back.

Mr. Cole stated it is probably what they were looking for, we will build you a new sign but we are going to get to put our name somewhere in there.

Mr. Goldberg asked the two end monuments are being affected?

Mr. Scheerer responded I believe the one to the north side but we were told that there would be no demolition or reconstruction of anything on the south side of the entrance.

Mr. Cole stated when the city came in and said we need this additional right of way I think we went back and got an easement from the owners at the time over here because we couldn't put the improvements in the right of way or proposed right of way. The problem is the traffic guys will start screaming public safety and they are going to rip your sign out of the median. I'm pretty certain that we got a landscape easement from these private property owners to put the pilasters in. That would be a place to maybe come up with some different signage.

Ms. Smith asked wouldn't wings have to be put pretty close to Narcoossee Road?

Mr. Cole responded the reason the signage was so low was so that it wouldn't block the vision. You would have a hard time in my opinion convincing a private Developer to give up any visibility on this corner because that is very valuable and it would probably get lost anyway with all the buildings and signage.

Mr. Goldberg stated if the sign is actually coming down maybe we can save the letters on the sign and see if we can get them on a new one.

Mr. Cole stated some of the drawings that I have seen is that there is going to be this huge entranceway with a fountain and all of that going in the multi-family apartments back here so this whole intersection there is going to be a road coming out but there is going to be an entranceway coming in and with a back road going in.

Mr. Giercyk stated I was told that the closer entrance to Narcoossee from that development could only be an exit.

Mr. Cole stated I think you can visit Commissioner Diamond and talk to him about the sign in the middle. I don't think the Developer in the back really cares one way or the other.

Mr. Flint stated I think he would prefer not to pull it out because he doesn't want to upset the residents and the city is telling him that he has to. The issue at hand is whether the Board felt comfortable delegating the authority to the Chairman to negotiate the points in this Interlocal Agreement.

On MOTION by Mr. Cole seconded by Mr. Smyk with all in favor the Chairman was authorized to negotiate the terms of section three of the Interlocal Agreement between the Narcoossee CDD and Randal Park CDD regarding mutual cooperation for the construction of the Dowden Road improvements and to execute the agreement upon completion.

**B. Engineer**

Mr. Roy stated we are working on the reserve study and finalizing the skimmers for the retention pond acceptance for South Florida. Rey had received a request regarding the weakness in water lines.

Mr. Van Wyk stated that was part of our disclosure we were trying to figure out if we new how much the agreements were. I can modify that and eliminate the reference to how many feet to make it easy.

Mr. Flint stated at the last meeting there was a question about the lake levels in the big lake. There was a request to look downstream to make sure there were no blockages, etc. Have you had a chance to look at that?

Mr. Roy responded I will make a point of it this week.

Mr. Giercyk stated I think it is higher than it should be. With the rain it came back up and it is not going down, it is just sitting there.

Mr. Roy stated they are doing work on the extension they probably have low points and are dewatering and they are pumping that into your storm system and it has to go through the lake and downstream. That may be the reason.

Mr. Giercyk stated I would like to think that is the answer but the amount of water I have seen trickling across the road I don't think can equal the height of the water right now.

Mr. Flint stated I think the concern about the level was raised before the construction began.

Mr. Roy stated I will take a look at it.

### **C. Manager**

#### **i. Consideration of Check Register**

Mr. Flint stated we have consideration of the check register. For the General Fund you have check numbers 577 through 582 in the amount of \$17,911.58 and then the payroll register in the amount of \$738.80 for a total of \$18,650.38. Behind the summary you will see the actual register with the individual checks.

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| On MOTION by Mr. Goldberg seconded by Mr. Amsterdam with all in favor the check register for September was approved. |
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Mr. Flint stated behind the next tab you have October which is \$56,445.79 for check numbers 583 through 597 and behind that you will find the register.

Mr. Goldberg stated on the Girard bill for October installing the live oak.

Mr. Scheerer responded that was done in July during the construction someone hit one of the trees. It was a hit and run and they ran into the median and took out all the oak trees and we had them replaced. There were a couple of trees. The \$4,700 was the clean up of the lake the Board had approved and they had some items they didn't bill for work in March. John Carter left and they found some invoicing that wasn't processed so they processed it and I approved it on the work that had actually been done. I will get the breakdown on the trees.

Mr. Goldberg asked is that available for an insurance claim or is it too small based on our deductible?

Mr. Flint stated the wall and monument is covered but the landscape is not covered.

Mr. Goldberg asked do we know who did it?

Mr. Flint responded no this is one where no report was filed. We had one or two other incidents where reports were filed and we went after the insurance companies.

Mr. Scheerer stated we have had a multitude of vehicle accidents, kids with four wheelers when the Bahia grass was in there and there was a lot of irrigation repairs. I will get that work order and provide it to you.

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| On MOTION by Mr. Goldberg seconded by Mr. Cole with all in favor the check register for October was approved. |
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**ii. Balance Sheet and Income Statement**

Mr. Flint stated we have the balance sheet and income statement through the period ending October 31, 2007. There is no action required by the Board on this but if you have any questions I will be happy to try to answer those.

**iii. Consideration of Amendment to Agreement with Girard Environmental Services Regarding Maintenance to LaVina Phase II**

Mr. Flint stated the next item is consideration of an amendment to the agreement with Girard Environmental Services regarding maintenance of LaVina Phase II. We drafted a proposed amendment to that agreement basically as a result of the Dowden Road construction. The amount of landscaped areas being reduced and I used Roy's first amendment to the Girard agreement to draft a second amendment. This would be subject to Roy's review and any comments he might have. All we are proposing to do with this amendment is replace the cost sheet. In your agenda packet you will see the current exhibit A which totals \$70,708 and if you look behind the next tab it is proposed to be reduced to \$61,024. That is on an annual basis so this amendment would reduce the contract with Girard by about \$10,000.

Mr. Goldberg asked didn't we just enter into a two year agreement?

Mr. Flint responded right and this is just amending the exhibit to that agreement to change the cost because where Dowden Road is being widened that whole area we were mowing

is no longer there. We asked them to submit a change order but it is a replacement exhibit reducing the cost.

On MOTION by Mr. Cole seconded by Mr. Amsterdam with all in favor the amendment to the agreement with Girard Environmental Services for maintenance of LaVina Phase II was approved subject to Counsel's review and comments.

## **SIXTH ORDER OF BUSINESS**

### **Other Business**

Mr. Goldberg stated in case the Developer of Lake LaVina Nona Preserve wants to bring that back into the CDD for maintenance in front of the wall, we took that amount out of this years budget.

Mr. Flint stated that is correct. We will have some revenue because we also put a full year of maintenance of the landscape around the lakes which we haven't begun doing yet, the Developer is still doing that. We could look at the timing of it and potentially use the revenue set aside for mowing the lakes that was not used through the first few months.

Mr. Goldberg stated there is the landscaping dollars we put in for G & H for half a year. Is that something we could allocate?

Mr. Flint responded G & H is paying that assessment and going forward what we plan on doing is tracking separate balances for each one of the groups so if it is not spent we keep it in G & H and doesn't get launched into another so we are going to try to keep that separated. For Parcel K we reduced the cost for what we intend to do there. For G & H if we don't maintain for six months we may potentially in the future reduce the assessments to spend down the accumulated balance. If they wanted to transfer that portion along the road back to the district we would have to look at the timing of it.

Ms. Smith asked can you use the money you just took off of the Girard contract?

Mr. Van Wyk responded the assessments are based on benefit.

Ms. Smith stated this contract has been reduced by that amount. What happens to that money?

Mr. Flint responded it gets carried forward to next year and reallocated.

Mr. Smyk stated on Parcel K at our last meeting we talked extensively about that we weren't going to be maintaining that and discussion of would we ever do it in the future. Now

you are talking about it but at the last meeting you were like well we would have to see. What is bringing you around two months later.

Mr. Goldberg stated there is a possibility that Morrison might not be building any more townhomes there. They are paying the HOA dues now for the whole subdivision. They were afraid they would not maintain it to the standards that we are accustomed to.

Mr. Flint stated they don't have the same collection mechanism that a CDD does through the tax bills.

Mr. Goldberg stated at this point it is the builder, Morrison Homes, they fund the HOA so the responsibility is on their shoulders.

## **SEVENTH ORDER OF BUSINESS**

### **Supervisors Requests**

There not being any, the next item followed.

## **EIGHTH ORDER OF BUSINESS**

### **Audience Comments**

Ms. Smith stated we had an issue with the road and sidewalk. The sidewalk was collapsing I mentioned to the CDD that it was possibly a result of underdrains in the storm system. The CDD had it fixed and I thought all was well but now it is sinking again.

Mr. Cole asked Roy can you check on who owns the sewers out here? When Ms. Smith said the city said they didn't own that system it seemed odd to me.

Ms. Smith stated someone mentioned putting a camera in and looking around.

Mr. Goldberg stated I suggest that we have Alan take a look at it.

Mr. Scheerer stated we are meeting out there anyway on some other issues so Barry and I will take a look.

Mr. Giercyk stated I want to say thank you to everybody on the Board for focusing on the LaVina property and we all appreciate that. We had a couple of questions dealing with the grass growing along the edge of the lake. I know we had a plan in place but I think the plan has been modified. I want to know where we are with the whole thing. The other thing is the water in the retention pond is water we all want to stay out of and we really don't want people boating or fishing. We have a problem in that area with people along Dowden Road fishing and they take the fish and eat them. Should we be posting "no fishing" signs?

Mr. Scheerer stated we can post "no fishing" signs.

Mr. Van Wyk asked is that consistent with our policy? We just adopted policies that dealt with fishing, you can fish but you have to throw them back.

Mr. Giercyk stated that was in Lake LaVina.

Mr. Van Wyk stated on the retention ponds I believe your permit says no fishing. You can post it.

Mr. Goldberg stated I want to get a proposal on the signs first.

Mr. Scheerer responded okay. Do you want them on every pond?

Mr. Goldberg responded yes.

Mr. Giercyk stated back to the grass on the lake. Do we have a plan now?

Mr. Scheerer responded yes, the lake levels were extremely high and EAC didn't feel comfortable coming in to cut that grass and we are still spraying it because we have approval to spray now there may not be a need to cut the grass if we can go ahead and maintain it and that is what we are currently working on. If it is not sufficient we have already been approved to come back in and cut that. At this point we are just doing the chemical method as was approved earlier this year.

Mr. Giercyk stated that sounds great. I also ask that whoever is doing the spraying broaden the width of what they are spraying to include all the grass along there.

Mr. Scheerer responded they should be doing the whole lake.

Mr. Giercyk stated they are doing the whole lake but only a band of 20 feet to 30 feet wide and in some place the grass goes out 40 feet to 50 feet.

Mr. Scheerer stated they should be spraying 40 feet to 50 feet if that is where the grasses are. I will meet with Chad back out there and look at it again.

Mr. Giercyk stated we talked about this before and I don't know if it has been resolved. We have a pump at the entranceway as you turn off of Dowden Road to come into Ziani before you reach the entrance codes. There is a big pothole there outside the gate.

Mr. Scheerer stated that is the city. I have some cold pads and can drop a little in there and tamp it down.

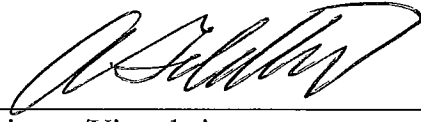
Mr. Giercyk stated Alan has been an extreme amount of help.

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| On MOTION by Mr. Goldberg seconded by Mr. Cole with all in favor the meeting adjourned at 4:25 p.m. |
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Secretary/Assistant Secretary



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Chairman/Vice chairman