

**MINUTES OF MEETING
BAYSIDE IMPROVEMENT AND BAY CREEK
COMMUNITY DEVELOPMENT DISTRICTS**

A Joint Regular Meeting of the Boards of Supervisors of the Bayside Improvement Community Development District and Bay Creek Community Development District was held on **Monday, July 25, 2016 at 2:00 p.m.**, at the **Pelican Landing Community Center, 24501 Walden Center Drive, Bonita Springs, Florida 34134.**

For Bayside Improvement CDD:

Walter McCarthy	Chair
John Crew	Vice Chair
James Patterson	Assistant Secretary
Bernie Cramer	Assistant Secretary
John Kaiser (<i>via telephone</i>)	Assistant Secretary

For Bay Creek CDD:

Fred McAuley	Chair
Nelson Glueck	Vice Chair
James Janek (<i>via telephone</i>)	Assistant Secretary
Mary McVay	Assistant Secretary
Robert Travers	Assistant Secretary

Also present were:

Chuck Adams	District Manager
Cleo Crismond	Assistant Regional Manager
Wes Kayne	District Engineer
Bill Kurth	LakeMasters Aquatic Weed Control, Inc.
Bill Nicholson	Resident
Donald McBride	Resident
John Tomlinson (<i>via telephone</i>)	PLCA Liaison

FIRST ORDER OF BUSINESS

Call to Order/Pledge of Allegiance

Mr. McAuley called the meeting to order at 2:00 p.m.

All present recited the Pledge of Allegiance.

SECOND ORDER OF BUSINESS

Roll Call

Mr. McAuley asked the Supervisors to state their names. For Bayside Improvement Community Development District, Supervisors Cramer, Patterson, Crew and McCarthy were present, in person. Supervisor Kaiser was attending via telephone. For Bay Creek Community Development District, Supervisors Travers, McVay, Glueck and McAuley were present, in person. Supervisor Janek was attending via telephone.

On MOTION for Bayside Improvement by Mr. McCarthy and seconded by Mr. Crew, with all in favor, authorizing Mr. Kaiser’s attendance and full participation, via telephone, due to exceptional circumstances, was approved.

On MOTION for Bay Creek by Mr. Glueck and seconded by Ms. McVay, with all in favor, authorizing Mr. Janek’s attendance and full participation, via telephone, due to exceptional circumstances, was approved.

THIRD ORDER OF BUSINESS

Public Comments: *Agenda Items*

There being no public comments, the next item followed.

BAYSIDE IMPROVEMENT ITEMS

FOURTH ORDER OF BUSINESS

Presentation of Audited Financial Report for Fiscal Year Ended September 30, 2015, Prepared by Grau & Associates

Mr. Adams stated that Grau & Associates did not call in to present the audit; however, the audit was submitted prior to the June 30 deadline. The audits had no findings and were clean, unqualified opinions.

This item was deferred to the next meeting.

On MOTION for Bayside Improvement by Mr. McCarthy and seconded by Mr. Cramer, with all in favor, deferring the presentation of the Audited Financial Report for Fiscal Year 2015, under the proviso that Staff contact Grau & Associates and request a presentation, was approved.

On MOTION for Bay Creek by Mr. Glueck and seconded by Ms. McVay, with all in favor, deferring the presentation of the Audited Financial Report for Fiscal Year 2015, under the proviso that Staff contact Grau & Associates and request a presentation, was approved.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2016-4, Accepting the Audited Financial Report for the Fiscal Year Ended September 30, 2015

This item was deferred.

SIXTH ORDER OF BUSINESS

Update: Qualified Candidates for November 8, 2016 General Election

- A. SEAT 1: John Crew (*incumbent – unopposed*)**
- B. SEAT 3: Walter J. McCarthy (*incumbent – unopposed*)**
- C. SEAT 5: William J. Nicholson (*unopposed*)**

Mr. Adams stated that Seats 1, 3 and 5 were qualified for, unopposed, with Mr. Crew and Mr. McCarthy as incumbents. The terms would officially begin no earlier than the second Tuesday after the election.

Mr. McAuley noted that, for Bay Creek, Seats 1 and 3 were qualified for, unopposed, by Mr. Donald J. McBride and Mr. Janek, with Mr. Janek being an incumbent.

BAY CREEK ITEMS

SEVENTH ORDER OF BUSINESS

Presentation of Audited Financial Report for Fiscal Year Ended September 30, 2015, Prepared by Grau & Associates

This item was deferred.

EIGHTH ORDER OF BUSINESS

Consideration of Resolution 2016-5, Accepting the Audited Financial Report for the Fiscal Year Ended September 30, 2015

This item was deferred.

NINTH ORDER OF BUSINESS

**Update: Qualified Candidates for
November 8, 2016 General Election**

- A. SEAT 1: Donald J. McBride (*unopposed*)**
- B. SEAT 3: James A. Janek (*incumbent – unopposed*)**

This item was discussed during the Sixth Order of Business.

JOINT BOARD ITEMS

TENTH ORDER OF BUSINESS

Staff Report: District Engineer (Both)

Mr. Kayne reported that, on July 12, Barraco and Associates (Barraco) attended the National Pollutant Discharge Elimination System (NPDES) MS4 Annual Report/Audit Meeting with Lee County and other co-permittees. There do not appear to be any significant changes to future reporting periods but the firm would monitor, going forward. The new permit would be issued, in draft form, in the next one or two months and there would be a window for review by District Counsel, the District Engineer and the Boards.

Mr. Kayne stated that a proposal was received from Mettaur Environmental (Mettaur), who installed the sluice gates, for installation of inlet grates and accessibility features to the recently improved areas. Two options for grate styles were provided. One style was similar to the existing grates, for \$22,143. Option A was \$9,624, for standard 1” by 3/16” smooth galvanized bar grating. This option does not quite meet ADA standards; however, Mr. Kayne did not anticipate having wheelchairs rolling over the control structures to open the gates. Option B was for a standard weaved grating, which meets ADA standards.

Mr. McCarthy asked if only one proposal was received. Mr. Kayne replied the proposal was secured because Mettaur installed the sluice gates. Mr. Adams stated that the Boards could consider a not-to-exceed amount and Staff could obtain additional proposals.

Mr. Kayne stated that several minor comments were received from the South Florida Water Management District (SFWMD) regarding the Sabatino property permit modification. The comments would be addressed and the permit modification would be re-submitted. SFWMD wanted different exhibits showing what they referred to as the “proposed structures”, even though they were existing.

Mr. Cramer asked if the July 12 NPDES meeting was in Fort Myers and attended by the Army Corps of Engineers (“Corp”). Mr. Kayne indicated that the meeting was with Lee County and the Department of Environmental Protection (DEP), who monitor the NPDES permit.

Mr. Cramer stated that, in the time allotted to open and shut the gates, safety is important and that is what he would be concerned about. Mr. Adams pointed out that weather conditions would not be ideal. Mr. Cramer asked Mr. Kayne to provide photos of the proposed changes.

Mr. McCarthy expressed a preference to view a plan demonstrating the work that would be performed, prior to Board approval.

A scope would be prepared and additional proposals would be secured.

Mr. Patterson requested that the plan be included in next month’s agenda package.

- **Lake Maintenance Activities Reports: *LakeMasters Aquatic Weed Control, Inc.* (Both)**

******This item, previously the Thirteenth Order of Business, was presented out of order.******

Mr. Kurth reported that the biggest change since last month was rain, which improved the lakes. Some lakes contain algae but most improved. With regard to Lake E-2, multiple treatments were performed but not enough improvement was observed so it was raked. During the rain, water flowed over the weirs and left the property, allowing for flushing and dilution of some of the water quality affecting the treatments. Follow-up submersed treatments were performed and crews were more aggressive with the bulrush.

Mr. Kurth noted the concerns about water quality and Lake Okeechobee and advised that the Everglades Foundation offered a \$10 million reward to anyone who figures out how to solve the algae problem in Florida. Mr. Kurth was contacted by a company offering a possible solution based on crystals and waves. The company claims that it can increase the dissolved oxygen on the bottom of the lake, reduce phosphorous and nitrogen and remove algae by burying a box in the ground. Three boxes were being sent to Mr. Kurth and he asked permission to use one of the boxes in Lake E-2. In approximately 60 days, nitrogen and phosphorous should be significantly impacted. Achieving an 8 parts per million (ppm) oxygen level, in the muck layer, without aeration, was also claimed. Mr. Adams asked Mr. Kurth to forward information about the product.

Mr. Cramer indicated that, when Lake E-2 was raked, it was noted that, as raking was performed around the perimeter, slabs of hard materials were pulled from the lake. He asked if

the crew found anything special. Mr. Kurth did not receive a report from the crew and was not involved in raking the lake. Typically, if anything is observed that is outside of the norm, he is notified. When raking occurs, because of the activity, additional algae floats up and he felt that it may have been algae; however, he heard that a resident commented that the algae on the bottom of the lake was the color of Har-Tru. In prior weeks, Lake E-2 was treated, aggressively, and it did not improve but mats of algae would have sunk to the bottom and decomposed. Unless a chemical analysis was performed, there was no way to confirm the type of material.

ELEVENTH ORDER OF BUSINESS**Update: Drainage Remediation Project**

This item was discussed during the Tenth Order of Business.

TWELFTH ORDER OF BUSINESS**Continued Discussion: Har-Tru Runoff from Tennis Courts to E Lakes**

Mr. Adams discussed recent conversations with the Department of Environmental Protection (DEP) and Lee County representatives about Har-Tru material. The DEP responded first and asked about the primary makeup of the material. Mr. Adams advised that it was primarily clay and colorant and it was considered inert. The DEP was not overly concerned and deflected to Ms. Lee Simmons, of Lee County Natural Resources (LCNR). Ms. Simmons indicated that something was being discharged that was not intended to be discharged and, as a result, by definition, it is an illicit discharge. Ms. Simmons felt this was a good opportunity to work, in tandem, to find a resolution because Har-Tru courts are everywhere.

Mr. Adams stated that Lee County is increasing its dewatering policies and protocols for developers for construction purposes. Traditionally, developers were permitted to use an existing stormwater pond, as long as there were silt screens across it and the murky water that was dewatered, out of the area, could be settled in a stormwater pond. Lee County now wants water to be settled out to a certain level before it enters an existing stormwater pond, no longer using the pond as a settling pond. Utilizing settling agents to remove the murkiness from the water was being considered. Ms. Simmons met with Mr. Kucera, last Friday, and viewed the tennis courts. They also met with a representative of the City of Bonita Springs, who provided good information. Ms. Simmons took a Har-Tru sample and will try to determine if there are any settling agents that might be utilized. The thought was to use granular or pellets and spread them over the crushed stone perimeter so, as water enters, it activates and settles and it remains,

versus allowing it to continue to flow. The City representative has experience with red clay, on baseball fields, and devised a filtering program that worked well in those scenarios and would provide feedback. A financial partnership may be possible, using the tennis courts as a case study, to help resolve Har-Tru and baseball field illicit discharges. Mr. Adams hoped to have additional information from both sources by the next meeting.

Mr. Adams stated that the letter was not issued to the entities involved. He showed slides of what he observed last week. The first slide was of the outfall or inlet outside of the Pelican Colony tennis courts. There were no signs of any breach. Another slide showed the crushed stone where water had not reached the outer extent. The next slide showed an obvious place where there could be a breach, from the courts, as someone walks through. It appeared that the runoff was being contained within the crushed stone. The Pelican Colony tennis courts looked good. Pelican Landing had some breaches. The first slide showed areas with significant staining across the asphalt, about one year ago, and it was now absent. The next slide showed the material circling the filter that was installed about one-and-a-half years ago. Another showed signs of Har-Tru. Har-Tru was still leaving the courts. Mr. Adams noted an inlet without a filter that would be a good candidate for filter installation. A large breach on the west side of the north courts was shown.

Mr. Adams stated that the appearance of the golf maintenance ditch was good. There were signs of Har-Tru but that was one of the purposes of the ditch. If Har-Tru leaves the court, the ditch is another step in trapping it before it reaches an outfall. The outfall had not been maintained for awhile and a letter would be sent advising that it must be addressed.

Discussion ensued regarding the Pelican Colony 2' wide by 2' deep 57-stone trench around its courts. Mr. Adams explained that, as water runs off the courts, carrying the Har-Tru material with it, the stones slow the velocity and allow the clay to settle. The material percolates up and off, slowly, and the Har-Tru remains in the trench. Pelican Landing used the same process on some of the perimeters and installed an engineered system of collection ditches, in concrete; however, the capacity of the system may not be allowing the material to settle, in extreme rain events.

Mr. Adams stated that letters would be sent to the three entities. He reiterated that the Districts were pursuing a partnership with Lee County and the City of Bonita Springs to find a solution, perhaps state-wide, because the DEP was not familiar with the issue and were intrigued by the conversation.

Mr. Kaiser asked if the Districts had an understanding with Pelican Landing whereby, if the material had to be dredged in five or ten years, there would be shared responsibility. Mr. Adams felt that both entities equally represented the residents and both have an interest in resolving the issue and he wanted to promote the partnership.

Mr. Cramer wanted to bring Bonita Bay to Ms. Simmons' attention. He spoke with Ritzman Construction and learned that they removed all the material on the old courts, installed a new base layer and saved 50% of the water consumption. Pelican Landing raised the amount of Har-Tru, adding 4% to their budget, so the entities were fighting against each other. Somehow they must work together toward a remedy. Mr. Adams clarified that the remedy he was seeking was to reduce the amount of runoff into the catch basin across from the lake.

Discussion ensued regarding the Stormtech SC 740 Chamber System, used in Pelican Sound, to receive the runoff, which captures particulate, around the perimeter, and brings it to a pre-treatment facility before it discharges into the lake. Mr. McCarthy would obtain information from the engineer and ask what prompted him to install the system.

Mr. John Tomlinson, PLCA liaison, asked if someone was in attendance representing the interests of Palm Colony. Ms. Crismond stated there was not. Mr. Cramer would forward Mr. Adams' email to Mr. Steve Gunther, PLCA UOC Representative, and Mrs. Charlotte McCarthy.

Mr. Crew asked if WCI had any responsibility for the courts, since they were built about 25 years ago. Mr. Adams recalled that WCI went through a bankruptcy and reorganization and the work was performed by the "old WCI". Mr. Crew stated that either the system was built in compliance with the standards, at the time, or it was poorly designed and out of compliance and should be corrected by the developer. Mr. Adams stated that the system was permitted, in compliance, at the time.

Mr. McCarthy stated that Har-Tru has a recommended detail and that detail was not implemented on this particular installation, nor was it followed when repairs were made. He stated "the fact that the PLCA has spent some money does not mean that the problem is gone." Mr. Crew stated "It also does not mean that, because The Colony spent some money, the problem is gone."

THIRTEENTH ORDER OF BUSINESS

**Lake Maintenance Activities Reports:
LakeMasters Aquatic Weed Control, Inc.
(Both)**

This item was presented after the Tenth Order of Business.

FOURTEENTH ORDER OF BUSINESS

**Discussion: Fiscal Year 2017 Proposed
Budget Actions Resulting from Budget
Workshop Held July 22, 2016**

Mr. Adams stated that the updates discussed at the budget workshop held on July 22, 2016 were implemented. Assessments would remain status quo.

On Page 18, the Enterprise Fund 401/451, under “Water management services”, Mr. Patterson recalled adding “(Aerators)” after “Capital outlay”. Mr. Adams would make the change.

FIFTEENTH ORDER OF BUSINESS

Irrigation Reports (Both)

A. High User

- i. Bayside Improvement CDD**
- ii. Bay Creek CDD**

These reports were provided for informational purposes.

B. Penalty Usage Summary: *Bayside Improvement CDD*

This report was provided for informational purposes.

C. Zero Consumption

- i. Bayside Improvement CDD**
- ii. Bay Creek CDD**

These reports were provided for informational purposes.

SIXTEENTH ORDER OF BUSINESS

**Continued Discussion: Alternative
Irrigation Source from RCS**

Mr. Adams contacted Mr. Gary Dumas, at Resource Conservation Systems (RCS), advised him of Bay Creek’s interest and asked him to reserve 250,000 gallons per day. He told Mr. Dumas that the District has a partnership with the golf course for its five holes. Mr. Dave Gillespie would discuss, with the golf course board, whether it wanted to continue to be a District customer or become an RCS customer and, potentially, pipe RCS water directly into the golf course’s wet well. If so, a separator wall must be built between the residential and golf

course pump facilities. Once Mr. Adams knows the golf course's decision, he will finalize a rate study.

Mr. Patterson stated that there is a mathematical calculation regarding how blending works, as far as water from RCS versus water from the well. A plan was necessary to present to the golf course of what the blend would be, to determine a "good price". Mr. Adams stated that he must know if the golf course wants to be a 100% effluent customer or wants blending. Mr. Adams could perform a blending calculation but needs the golf course's decision to complete the rate study.

In response to a suggestion from Mr. Cramer, Mr. Adams stated that RCS would have no issue with addressing the Boards, at the appropriate time, and providing promotional literature.

Mr. Patterson noted that, if deeper wells were required, for water quality, the Districts would have a salt water intrusion issue and would be obligated to use effluent water.

With regard to the fee structure, Ms. McVay questioned how to make fees more equitable and suggested doubling the penalty phases for the third and fourth tier. Mr. Crew felt that increasing charges would be ineffective. Mr. Adams noted that the Districts have a tiered structure for usage and now there would be a source that does not require water restrictions; therefore, keeping the tier in place, as is, or allowing flexibility, must be considered. Watering windows would be expanded, which is better for the system and would stabilize the flows from the holding ponds.

Mr. Patterson recalled discussion about water abuse, particularly in Tuscany, and asked if Mr. Nicholson had any knowledge of why Tuscany residents were immune to the excess charges each month. Mr. Nicholson stated that only 10% or 12% of residents were present in the summer; they are individual homeowners and not managed by an association so there could be a lot of variation in the amount of maintenance performed on the systems. In his community, daylight circuit checks were performed. Residents may have chronic issues because they were not checking their systems.

Mr. Cramer suggested having a designated person speak with the resident with high usage and asking if he would like to participate in the rain sensor program.

Mr. Janek asked if Bayside was considering constructing a holding pond. Mr. McCarthy explained that, in the future, when RCS changes to pressurized water, Bayside would change.

Discussion ensued regarding high users and user rates. Mr. McCarthy pointed out that, in rate 004, 13 out of 429 residents reached Tier 5. Multi-family users were huge users, in terms of

gallons used but they were not penalized because of the rate structure. Category 5 contains the largest users and the lots with a 48,000 gallon per month allowance are the largest. If given the choice, Mr. McCarthy would use RCS.

SEVENTEENTH ORDER OF BUSINESS Acceptance of Unaudited Financial Statements as of June 30, 2016

Mr. McAuley presented the Unaudited Financial Statements as of May 31, 2016 and asked Board Members to submit questions or comments to Ms. Crismond.

EIGHTEENTH ORDER OF BUSINESS Approval of June 27, 2016 Joint Regular Meeting Minutes (Both)

Mr. McAuley presented the June 27, 2016 Joint Regular Meeting Minutes and requested that corrections be provided to Ms. Crismond.

On MOTION for Bayside Improvement by Mr. McCarthy and seconded by Mr. Cramer, with all in favor, the June 27, 2016 Joint Regular Meeting Minutes, as amended to include edits provided to District Management, were approved.

On MOTION for Bay Creek by Mr. Glueck and seconded by Ms. McVay, with all in favor, the May 23, 2016 Joint Regular Meeting Minutes, as amended to include edits provided to District Management, were approved.

NINETEENTH ORDER OF BUSINESS Other Business (Both)

• Action Items

Mr. McAuley presented the action items.

Items 6, 8, 9, 11, 13, 14, 15 and 16 would be removed.

With regard to Item 18, Mr. Adams obtained a proposal from AboveWater and several others would be secured.

Items 1, 2, 3, 4, 5, 7, 10, 12, 17 and 18 would remain.

▪ Discussion: Settlement Agreement With Clarke Aquatic Services, Inc.

*****This item was an addition to the agenda.*****

Mr. Adams stated that Mr. Cox prepared the settlement agreement and 20% of Clarke Aquatic Services, Inc. (Clarke's) demand was offered but the offer was denied. Clarke then filed a lawsuit and engaged an attorney. Mr. Adams asked Mr. Cox to offer \$14,000, which was quickly accepted. A photocopy of the signature from Clarke, acknowledging approval of the offer, was provided. Mr. Adams had the check, for the Chair's signature, assuming Board approval.

On MOTION for Bayside Improvement by Mr. Crew and seconded by Mr. Cramer, with all in favor, the Settlement Agreement with Clarke Aquatic Services, Inc., in the amount of \$14,000, and authorization for the Chair to execute, were approved.

BAYSIDE IMPROVEMENT ITEM

▪ **Discussion – Lake Bank Erosion**

******This item was an addition to the agenda.******

Mr. McCarthy discussed erosion in the rear of his Bay Cedar property, where about 4' of lake maintenance access was lost. CDD personnel were granted access, on the west side of the property, because they cannot get across the back of the lot. When the house was built, in 1994, the standard for bank slopes was 4:1 but Lee County changed the standard to 6:1. Pelican Nest was performing extensive reclaim on its side of the lake. When Mr. McCarthy heard that Pelican Nest was going to undertake this project, he contacted their engineer and asked him to design a bulkhead so that Mr. McCarthy could restore his property. At the same time, he contacted the contractor who will perform the work for Pelican Nest and asked if he would be willing to make his repairs, at the same time repairs are made on the golf course.

Mr. McCarthy explained that, in Bay Cedar, the homes have 5' setbacks on the side and the houses are 10' apart; therefore, getting equipment through was difficult. Between the McCarthys' lot and the Pelican Nest Golf Course 17th hole, there is a strip of land that is fee simple to the CDD, which has an easement for access around the lake. Mr. McCarthy requested Board approval to perform the work.

Mr. Adams confirmed that the golf course owns the lake and the CDD has an easement over it; therefore, the CDD's needs were met. Board consent was not necessary because the area

is not on District-owned property. The District's interests would remain intact, in terms of lake access, which would be improved, if the improvements were made.

The Board had no objections.

JOINT BOARD ITEMS

TWENTIETH ORDER OF BUSINESS

Old Business (Both)

Mr. Adams distributed marked up and clean copies of the landscape agreement with the PLCA, showing recommendations.

Mr. Crew stated that the CDD and PLCA representatives should meet; however, CDD Board comments should be provided, for consideration by the working group.

Mr. McCarthy felt that District Staff should negotiate the agreement. He received an email that did not include Mr. Adams and Staff should respond to the comments and pose questions to the Boards.

Mr. Adams suggested a "sit down" meeting or conference call. He, Ms. Crismond, Mr. Kucera and Mr. Cox would negotiate, on the CDDs' behalf, and Ms. Martel and Ms. Page could represent the PLCA.

Mr. Patterson noted that the design basis for Pelican Landing was "natural Florida" and many of the comments leaned toward "immaculate grooming", which was a contradiction. The agreement should be general and include greater detail about the costs.

Mr. Crew noted that Pelican Landing's direction, which the CDD Boards accepted, was that Pelican Landing should have an "old Florida" style of landscaping. Mr. Patterson commented that was not how the agreement was worded.

Mr. Adams stated that Exhibit A, to the agreement, would have helped with some of the comments. The exhibit was the schedule that was attached to the draft agreement, which was approved, a couple of years ago, in concert with the PLCA, which identified, specifically, all of the activities, month by month, with a dollar figure that computed the increase in cost for the additional items. The major issue was who would pay for large scale refurbishments, if any.

Mr. Patterson pointed out that, any time major changes were made to landscaping in The Colony, The Colony paid for them and the CDDs maintain them, which is how the CDDs should work with the PLCA. Mr. Adams advised that the CDDs own most of the landscaping, except for a few pockets owned by the Foundation. The Colony was different. The agreement

addressed properties generally owned by the PLCA; the CDDs would maintain them, on the PLCA's behalf. The question was how to fund long-term refurbishment.

Mr. Patterson stated the question was who would pay the cost for major changes.

Mr. Crew stated the only major changes would be to the front of the Pelican Landing Community Center. Everything was inventoried and documented, with regard to needs, rejuvenation and replacement but not redesign.

Mr. Crew stated that the Indian Hawthorne had bacteria and was beginning to fail; rather than replacing it, a different plant should be used and a landscape architect should recommend the best plant for each location.

Mr. Tomlinson stated that the draft agreement was sent to him and Mr. Hart, requesting comments. Mr. Hart's comments were in red and Mr. Tomlinson's comments were in purple. The issue was not "immaculate gardening"; it was making sure that the CDDs and the PLCA have the same expectations and adding specificity to the agreement would clarify those expectations and prevent "bad" feelings between the CDDs and the PLCA. Mr. Tomlinson indicated that Mr. Knowles wanted to ensure that the CDDs' standards, for functionality and beautification, were the same as those expected by the PLCA. The comments offered by Mr. Hart and himself were intended to be a starting point of their thoughts.

Mr. Cramer made a motion to table the discussion to allow time for CDD Staff to work with the committee and for the Boards to provide comments to Staff for inclusion in the discussions.

Mr. Patterson agreed with Mr. Tomlinson regarding a "common view of standard" for the community. The goal was for the CDDs to understand what the PLCA wants and try to achieve it. If the PLCA owns the property, they should be responsible for funding all major changes, for accountability with responsibility.

Mr. McCarthy referred to "Recitals", Paragraph B, and read: "*The membership of the PLCA is comprised solely of property owners within the District*"; however, the CDD was not comprised solely of PLCA residents, which was why there were separate funds for different levels of service. He requested acceptance of the basic maintenance agreement and, if an entity wants a different capital item, changes could be made through the CDDs or the CDDs could be asked to provide maintenance after the changes are made.

Mr. Crew suggested different rate structures for different levels of service.

Mr. McCarthy referred to “Item A” and noted that the term of the agreement was five years and it would automatically renew for additional one-year periods, after five years. He asked if this meant that there was no cancellation clause in the first five years and the clause only applied after five years. Mr. Adams stated that the agreement is for a five-year term and the termination clause was for either party, given a certain date. The agreement would be modified.

Mr. McCarthy had no objection to a reasonable termination clause, at any point during the term. He felt that, if the PLCA was unhappy with the CDDs, they should be able to terminate the agreement, as long as the CDDs had enough notice to adjust the budget.

Mr. Patterson felt it would help if the meaning of maintenance and replacement were clarified in the preamble of the agreement to determine which budget would pay for them.

Mr. Crew referred to Item 6., and read, “*PLCA is responsible for new designs and non-existent facilities that change the characteristics of the existing landscaping.*” If it is non-existent, the PLCA must have created it and is responsible for it.

Mr. McCarthy stated it does not say that the PLCA would pay the cost; it says they are responsible for it. It is ambiguous language. Mr. Crew suggested that Mr. McCarthy make the comment “The PLCA shall fund and pay.”

Mr. Patterson suggested changing “non-existent” to “new”. Mr. Adams recommended “new designs to existing facilities and non-existing facilities”, meaning new design to an existing bed or adding beds in areas where they are not currently established.

Discussion ensued regarding new design versus maintenance.

Mr. McCarthy did not want anyone dictating what the CDDs should do with their money. He felt that the CDD Board Members were good at listening to residents about what they want, which was why many residents were happy with them.

Based on the conversation, Mr. Crew surmised that it was the PLCA’s responsibility to define the character of the landscape but the CDDs did not want to listen to them because it could be construed as the PLCA telling the CDDs what to do.

Mr. McCarthy stated that the nature of the landscape was fixed; changes were “a different story”.

Mr. Crew stated that presentations were provided, by two landscape architects, and no one discussed changing the characteristics of the landscape. The PLCA never discussed changing the characteristics; they discussed rejuvenating, improving and maintaining it to a level equal to their peers, such as The Brooks.

Ms. McVay stated that she has been involved with the PLCA and the Finance Committee for over 15 years and the PLCA has three types of funds; operating, reserves and capital. Capital funding is related to homes being purchased and sold and keeping the community up to date for items such as additional canoes and pickleball courts. Some of that money could be used to keep the community equal to Bonita Bay and that is where the landscape architect comes in. Landscape grows all year and much of it is 30 years old. "Just because it was planted 30 years ago does not mean it is appropriate now." There are sources of funding and residents want to keep up the community so they can sell their homes and maintain property values, which is what capital improvements were for. The CDDs' role is maintenance and the PLCA has a role to supply guidance, as it is their property.

Mr. McCarthy stated that The Brooks is a different type of community and spends much more on its landscaping than Bayside and Bay Creek. The Brooks' internal landscaping is performed by the homeowners association, not the CDD. The CDD maintains the exterior landscaping and the fees are paid from HOA fees. The PLCA may want to begin maintaining all of the landscaping. If the PLCA is unhappy, it should be able to do what it wants. The PLCA must act on behalf of its constituency, as do the CDD Board Members.

Mr. Crew had not heard that the PLCA was unhappy; however, he heard that the CDDs need direction from the PLCA about how the PLCA wants their landscaping, going forward. That is why he partnered with Mr. Lienesch and convinced the PLCA to fund two assessments last year and why the PLCA proceeded to engage a landscape architect. Mr. Crew did not feel it was in the best interest of residents or taxpayers for Pelican Landing to terminate the CDDs. It would not make sense. If rates must increase for landscape activity, "so be it".

Mr. Cramer reiterated his motion to table the discussion. He has not had an opportunity to convey his notes; Staff should be more directly involved and allow each Board Member to supply information. There was no need to move quickly; the CDDs have done a good job and want to continue to do a good job; therefore, the best way to do it is to allow the Supervisors to convey their information. The PLCA Board just received the information so they have not voted yet.

On MOTION for Bayside Improvement by Mr. Cramer and seconded by Mr. McCarthy, with all in favor, continuing the discussion until more information is provided and with Staff participation in the landscape agreement, with input from Board Members, were approved.

On MOTION for Bay Creek by Ms. McVay and seconded by Mr. Travers, with all in favor, continuing the discussion until more information is provided and with Staff’s participation in the landscape agreement, with input from Board Members, were approved.

TWENTY-FIRST ORDER OF BUSINESS Staff Reports (Both)

A. District Counsel

There being no report, the next item followed.

B. District Manager

i. Monthly Status Report: Field Operations

There being nothing additional to the report submitted in the agenda package, the next item followed.

ii. NEXT MEETING DATE: August 22, 2016 at 2:00 P.M.

Mr. McAuley stated the next Regular Meeting will be held on August 22, 2016 at 2:00 p.m., at this location.

TWENTY-SECOND ORDER OF BUSINESS Supervisors’ Requests (Both)

Mr. McCarthy provided Staff with a recent article from the News Press, written by Mr. Bill Adams, who answered a question regarding whether Associations should post alligator warning signs. Mr. McCarthy requested feedback from Staff on the issue. Without signage on the lakes, people wander onto his property and he was concerned for his wife, who owns the property, about being sued for negligence because there are alligators in Lake A-2.

Mr. Adams stated that the article would be provided to all Board Members. Staff looked into the issue and the insurance carrier does not require signage. If Board Members chose to install signs, it was suggested that signage be placed inside or around the gates.

Mr. Kaiser asked how many aerators would be considered optimal and if the plan was to slowly add them, over the years, so that assessments would not increase. Mr. McAuley replied

the answer to the second question was “yes”. With regard to Mr. Kaiser’s first question, Mr. McCarthy was not sure, because a recommendation must be made, by acreage, which did not appear to work for the Districts. Ms. Crismond replied it is ongoing.

With regard to alligator signage, Mr. Crew asked if the Districts have lakes outside the gates. Mr. Adams noted three or four lakes.

TWENTY-THIRD ORDER OF BUSINESS Public Comments: *Non-Agenda Items*

There being no public comments, the next item followed.

▪ **Adjournment – Bayside Improvement**

******This item was an addition to the agenda.******

There being no further business to discuss, the Bayside Improvement CDD meeting adjourned at 4:25 p.m.

BAY CREEK ITEM

******This item was an addition to the agenda.******

Mr. McAuley stated that a lanai extension request was received from the owner of Lot 57 on Galashields Circle, in Bay Crest. Approval was obtained from the Bay Crest HOA and the DRC; however, Bonita Springs permitting requires a Letter of No Objection from the CDD. Mr. McAuley referred to Page 1 of a handout showing where the owner wants to build a lanai 6’ out and 18’ across, some of which was in the CDD right-of-way (ROW). The owner understands and agrees that, since the lanai would be partially in the CDD ROW, in the future, if the area is required by the CDD to perform lake maintenance, the structure must be removed. This would become part of the owner’s deed for anyone purchasing the property in the future.

Mr. Adams clarified that a Use of Easement Agreement would be entered into between the property owner and the CDD, allowing the property owner to build the structure into the CDD easement. With regard to the Letter of No Objection, the Use of Easement Agreement should be sufficient.

On MOTION for Bay Creek by Mr. McAuley and seconded by Ms. McVay, with all in favor, authorization for the owner of Lot 57, on Galashields Circle, to use the CDD lake maintenance easement to extend a lanai, utilizing a Use of Easement Agreement, was approved.

TWENTY-FOURTH ORDER OF BUSINESS Adjournment

There being no further business to discuss, the Bay Creek meeting adjourned at 4:33 p.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

FOR ~~BAYSIDE~~ IMPROVEMENT:

Bay Creek

Mary F McVay
Secretary/Assistant Secretary

Lorinda E McAuley
Chair/Vice Chair

FOR BAY ~~CREEK~~:

Sider

Joe Patterson
Secretary/Assistant Secretary

Walter McCutty
Chair/Vice Chair