

**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, September 26, 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
Bill Nicholson	Supervisor-Elect

For Bay Creek CDD:

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

Also present were:

Chuck Adams	District Manager
Cleo Crismond	Assistant Regional Manager
Dan Cox (<i>via telephone</i>)	District Counsel
Doug Tarn	Barraco & Associates
Bill Kurth	LakeMasters Aquatic Weed Control, Inc.
John Tomlinson (<i>via telephone</i>)	PLCA Liaison
Eric Cole	Converged Services, Inc., Vice President of Client Engagements
Andy Vespasiano	Converged Services, Inc., Director of Construction
Scott Roberts	Hotwire, Senior Vice President and General Manager
Pete Ferreira	Hotwire, Operations and Construction Manager, Southwest Florida
Charlotte McCarthy	UOC Representative – Pelican Landing
Gail Gravenhorst	Resident
Dan O’Connell	Resident
Jack Lienesch	Resident

Anne Cramer
Neil Hartman

Resident
Resident

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. McCauley 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 not present. For Bay Creek Community Development District, Supervisors Travers, Janek, Glueck and McCauley were present, in person. Supervisor McVay was attending via telephone.

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

▪ **Presentation: Installation of Fiber Optics in Pelican Landing**

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

Mr. Eric Cole, of Converged Services, Inc., (CSI), stated that CSI is the broadband procurement consulting firm working with the Pelian Landing Community Association (PLCA) broadband task force. CSI was hired to assist with developing a proposal and choosing the contractor for Pelican Landing, which was Hotwire. MX Utilities, who performs fiber-builds for companies such as Google, Comcast, AT&T and Verizon, was hired to oversee the project. Mr. Cole, as Vice President of Client Engagements, would be the point of contact throughout the life of the agreement.

Mr. Scott Roberts, Hotwire Senior Vice President and General Manager, in Southwest and Central Florida, provided a brief history of his experience. Mr. Roberts would be the senior executive overseeing the project.

At a recent PLCA Board meeting, Mr. Cramer met Mr. Roberts and Mr. Dan O’Connell, resident Hotwire representative, and invited them to attend the CDD meeting, knowing the

importance of interoperability of diverse services in the community. The contractors would be based next to the CDD facility, on Coconut Road, in the Pelican Landing Beach Park area.

Mr. Travers asked if CSI would repair the irrigation lines if they were cut. Mr. Cole stated that irrigation lines were not like power lines. Hotwire and the subcontractors would have equipment on the trucks to make repairs, on-site. The idea was to mitigate issues. Ms. Crismond noted that the Districts have an irrigation department.

Mr. McCarthy stressed the importance of working with CDD on-site personnel. The PLCA does not have a large number of personnel on site; however, the CDDs have staff on site, every day. CDD personnel should be notified, first, of damage to CDD assets, to ensure that repairs are made to the Districts' satisfaction. CDD personnel would cooperate with the PLCA and CSI's contractor to assist with any emergency or situation that may arise. Mr. Cole stated that the contract between CSI and the PLCA was very extensive, as far as thoroughly vetting the subcontractors and working together, through Hotwire. The team that was in place was very thorough, very professional, were used for many subcontractor deployments and had the necessary experience. The PLCA, Hotwire, MX Utilities and CSI wanted the installation to be as incident free as possible.

Ms. McVay asked if CSI would be performing telephone installations and, if so, who would be the carrier. Mr. Cole stated that, as part of the agreement, Hotwire would provide free phone service for the first two years. After that, it would cost \$10 to \$15, the first year, and then in \$5 increments, until it reached \$24.99. The service could be turned off at any time. It was not part of the bulk, like cable TV and internet; telephone service would be provided on an individual basis.

Mr. Travers noted anxiety among residents about the turnover and asked Mr. Roberts how Hotwire's customer service compared with Comcast.

Mr. Roberts stated that, up front, Hotwire differentiates itself and its experience with residents by delivering "white glove service". Hotwire's customer care agents target a 30 second or less call-answering time frame, which was very different from Comcast. From the standpoint of the local team, there was no dependence on large centers; they were very individualistic. Mr. Pete Ferreira, of Hotwire, was on-call 24-7, as the Senior Facilities Executive, along with Mr. Roberts, and they personally handle issues in the local market. Calls are taken in the call center, in Southeast Florida; however, the calls are handled, remotely, by the executive team.

Mr. Janek asked about the anticipated timeline for the project. Mr. Ferreira stated that construction would begin in mid-October. Installation inside homes would begin in March and the project should be completed around August, 2017.

With regard to construction, Mr. Lienesch stated that, in Pelican Landing, to go along the road and trench, as Comcast and other companies do, would be messy. Many of the neighborhoods surround the lake and the CDD has easements around all of the lakes. Mr. Lienesch asked if consideration was given to stringing fiber around the lake and feeding it to the back of the homes. Mr. Ferreira stated that installation would be performed in the rear, not in the front, for that reason.

THIRD ORDER OF BUSINESS

Public Comments: *Agenda Items*

There being no public comments, the next item followed.

BAYSIDE IMPROVEMENT ITEM

FOURTH ORDER OF BUSINESS

**Acceptance of Resignation of Supervisor
John S. Kaiser**

Mr. McCarthy presented Mr. John Kaiser's letter of resignation letter for consideration.

On MOTION by Mr. Patterson and seconded by Mr. Cramer, with all in favor, the resignation of Mr. John Kaiser, dated August 23, 2016, was accepted.

A. Discussion/Consideration of Replacement to Fill Unexpired Term of Office [SEAT 2]; *Term Expires November, 2018*

Mr. Cramer referred to the election, in November, and noted that Mr. Patterson would be leaving the Board and Mr. Nicholson was identified as a Supervisor-Elect. Since Mr. Kaiser resigned from the Board, Mr. Cramer asked if it would be proper to ask Mr. Nicholson to fill the position, in the interim, for continuity and voting. The Supervisor of Elections indicated that there was no case law to address this issue.

Mr. McCarthy asked Mr. Cox if someone could be appointed, today, to fill the position until November and, in the interim, seek a candidate for the balance of the term, to 2018. Mr. Cox replied affirmatively.

Mr. Patterson suggested that, for the remainder of the term, the usual procedure be followed, which was to advance the position through the PLCA distribution list and ask for nominations, so that interested parties could present their qualifications to the Board, at the next meeting.

Mr. McCarthy agreed. Mr. Adams stated if Mr. Nicholson was appointed to the vacancy, today, he would resign from that Seat at the conclusion of the October meeting so that, when the term expires, he could move to Mr. Patterson's seat. Mr. Cox confirmed that Mr. Nicholson must resign, at the end of the October meeting, to be eligible to take the other Seat, in November.

Mr. Adams stated even though Mr. Nicholson was running unopposed, his term did not officially begin until the second Tuesday following the election.

On MOTION by Mr. Cramer and seconded by Mr. Crew, with all in favor, the appointment of Mr. Bill Nicholson to Seat 2, term expires November, 2018, as discussed, was accepted.

i. Administration of Oath of Office (*the following to be provided in separate package*)

Mr. Adams, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Mr. Nicholson. Mr. Adams provided and briefly explained the following items:

- **Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**
- **Membership, Obligations and Responsibilities**
- **Financial Disclosure Forms**
 - **Form 1: Statement of Financial Interests**
 - **Form 1X: Amendment to Form 1, Statement of Financial Interests**
 - **Form 1F: Final Statement of Financial Interests**
- **Form 8B, Memorandum of Voting Conflict**

B. Consideration of Resolution 2016-8, Electing the Officers of the District

Mr. Adams presented Resolution 2016-8 for the Bayside Improvement Board's consideration. Following an election or appointment, the Board must reconsider its slate of officers. Currently, Mr. McCarthy serves as Chair, Mr. Crew serves as Vice Chair and the remainder of the Board serves as Assistant Secretaries. There must be discussion regarding a

Chair, Vice Chair and the remainder of the Board or the Board may accept the officership as it was, prior to the appointment.

Mr. Cramer nominated the existing slate of officers, with Mr. Nicholson serving as an Assistant Secretary. No other nominations were made.

Mr. Adams stated that Mr. McCarthy would serve as Chair, Mr. Crew as Vice Chair and the remainder of the Board as Assistant Secretaries, with Mr. Adams as Secretary and Mr. Wrathell as Treasurer.

On MOTION by Mr. Cramer and seconded by Mr. Patterson, with all in favor, Resolution 2016-8, Electing the Officers of the District, as nominated, was adopted.

Mr. McCarthy asked Staff to contact the PLCA and place an announcement in the PLCA e-blast regarding the vacancy, with a date certain for receipt of resumes. It would be beneficial if the Board could meet outside of the meeting time so that meeting hours were not used for interviews. Mr. Adams stated that resumes would be disseminated, under separate cover, and included in the agenda, which would help to determine the amount of time needed for the interview process.

JOINT BOARD ITEMS

FIFTH ORDER OF BUSINESS

Staff Report: District Engineer (Both)

Mr. Tarn was in contact with the South Florida Water Management District (SFWMD) regarding the Environmental Resource Permit (ERP) certification. The permit application was accepted. SFWMD was in the process of writing the staff report and, once it was issued, Mr. Adams would receive a copy. Johnson Engineering was waiting for the contractor to install the control structure grates, which were on order and should arrive in two weeks. The staff gauges were delivered last Friday and would be installed, once the water surface elevations recede, in order to properly fasten the bottom of the staff gauge to the structure. Mr. Adams stated the gauges were the measurers that would be placed on each of the new structures to determine the exact elevation is of each structure when it is opened, while it is open, and when it is closed, which would be important for reporting requirements to SFWMD.

Mr. Cramer asked if Mr. Tarn reviewed all of the proposed changes to the areas where the grates would be installed. In looking at the structures, it would be dangerous to open the chain and turn it, as someone could fall in. Mr. Adams stated this change would prevent that from happening. The only thing Mr. Tarn had not seen was the proposal for the catwalk, which is Area 2, and was more sophisticated. The other areas should just fit on top of those structures. If the seat was removed in the control structures, a piece of angle iron would be installed and lag bolted to the inside of the structure, to create an additional seat so that the metal brake sits on top of the structure.

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

This item was discussed during the Fifth Order of Business.

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

Mr. Adams stated that letters were forwarded to the three entities and golf course maintenance was quick to respond; the ditch was cleaned up, debris was removed from the top of the control structure and the pile of sand next to the inlet structure was leveled. Contact was made with The Colony, who was working toward resolving their issues. No response was received from the PLCA.

Ms. Crismond and Mr. Adams attended a Florida Stormwater Association meeting, in Orlando. Some structures could be retrofitted to help settle out the finds coming off the Har-Tru courts but it was expensive. Mr. Adams presented and discussed several designs. One suggestion, from Lee County, was to spread a flocculent powder over the top of the 57 stone surrounds that were constructed around The Colony tennis courts and a good portion of the PLCA courts. Adding the powder, periodically, would help bind the small sediment and settle it out before it reached the pond, as well as routine cleaning of the PLCA parking lot structures to clean out the Har-Tru.

Mr. Adams showed a case study of a dewatering ditch application, in which the ditch was lined with hay bales, on both sides, and a PVC liner, which is used to line lakes to carry the flow so it does not penetrate into the ground. Along the flow were stones and logs that break down and collect the fine particles that cause it to settle out. It was determined that there was no toxicity to aquatic life with floc logs. This was the most cost effective first approach. The

sleeves on top of the inlets slow the water's ability to penetrate the grate so there would be standing water in the parking lot during large rain events, waiting to penetrate through. Mr. Adams suggested hanging a series of logs in the grate, inside the boxes, and outside of the outfalls, into the ponds, and spreading the powder over the rock channels and within the hardened channels. This approach would be more cost effective. The Districts have a responsibility at the pond; he suggested placing floc logs in front of the outlet into the pond. If the Boards wanted to place logs further upstream, into the parking lot, and manage the channels around the tennis court facilities, it could be done for a small cost and, hopefully, achieve the desired results.

Mr. McAuley asked if this issue was the PLCA's responsibility. Mr. Adams stated that it originates at a facility owned by the PLCA and in a system that is contained to the PLCA's parcel. The CDDs were managing landscaping, by an agreement. Since the CDDs had the personnel and there was a downstream interest, Mr. Adams looked to the Board Members, as the policymakers, to decide if this step should be taken, to see if it could be inexpensively resolved and questioned whether the Boards were concerned about the precedent it may set if it did not work and the solution was a greater expense. There is a particular floc log that is specifically for binding clay particles, such as those found with dewatering operations.

Mr. Travers asked if the issue was the color of the sediment going into the lakes. Mr. Adams stated the color was what caught the attention. There was a green cloud in the pond. It was identified that the material is an inert ingredient, essentially clay. There were coloring parameters creating the green color but nothing was found to be toxic. When the issue was presented to the Department of Environmental Protection (DEP), when the National Pollutant Discharge Elimination System (NPDES) interview was conducted, last Spring, the DEP had not heard of it and had nothing to offer but they were interested in the results.

Mr. Crew assumed that the models were for a different chemical makeup. Mr. Adams stated that there were nitrogens and phosphorous, as well but, one, in particular, strips the clay. Mr. Crew stated that Har-Tru is ground basalt, not clay, and cautioned against using something that would not adhere to basalt, which is volcanic granite.

Mr. McCarthy shared Bay Creek's concerns about the Districts going beyond their duty and felt that Staff should provide the information to the PLCA, to determine what should be done. There was no harm in trying Option 1, the structure, which was the ultimate solution. With the volumes, flows and velocities, during peak storms, there was a need to precipitate the

material before it reaches its destination, which was the intent of the structure. With all deference to the PLCA, the structures that were built were an attempt to duplicate something similar but it was not the same because the baffling allows the precipitation. The District should not be the party to implement the solutions; it should be the PLCA.

Mr. Tomlinson felt that the parties were in fact-finding mode, in terms of who was responsible for implementation. Until a solution was determined, it was more difficult to assign responsibility. He asked Mr. Adams to send the written information to Ms. Martel, for dissemination to the PLCA Board. Mr. Tomlinson wanted to ensure that progress was not hampered while determining responsibility. Research should continue and the responsibility and cost would be determined.

Mr. McCarthy stated that the discharge was from PLCA property, to lakes and ponds managed by the CDDs; therefore, the PLCA was the responsible party. The Districts went to great lengths to help find a solution but it was not their responsibility. The Districts were attempting to regulate an illicit discharge into its system. The discharge should have been pretreated but it was not. Stepping in to solve the problem would be over-stepping the Districts' bounds.

Mr. Tomlinson requested the Districts' position, via email, to the PLCA, to avoid misinterpretation. Mr. McCarthy stated that Mr. Adams would send an email; however, this was the Districts' responsibility under the NPDES permit and the Districts were exercising their responsibilities under that permit.

Mr. Crew felt that this problem may not have a solution and would prefer benchmarks and definitive findings from the South Florida Management District (SFWMD).

EIGHTH ORDER OF BUSINESS**Lake Management Report: *LakeMasters Aquatic Weed Control, Inc. (Both)***

Mr. Kurth reported satisfactory progress on the lakes. There was improvement in Lake E-2, in particular, which receives tennis court discharge. There was much concern about Lake E-2 because it does not look good, over long periods of time. LakeMasters Aquatic Weed Control, Inc., (LakeMasters) made some great changes. A crystal box was installed and Ms. Crismond would provide background information on the product. The theory was that waves would be created that would create oxygen in the water, similar to aeration. Eventually, if this process was successful, a fee would be required to operate the system. The lake looked better and was still

being treated. After a large rain, the water parameters change and the treatments start working better so the lakes improve. The company that provided the box said it would cover five or 10 square miles, where it is buried in the ground. If it works, placing one or two in the community may impact all lakes, which would be massive.

Mr. Kurth noted a recent golden algae fish kill, which was minimal. The best approach was to treat the lake and, typically, 100% control of the golden algae is achieved. Golden algae was not a problem in Florida until about 15 years ago. Mr. Kurth developed the treatment to kill it. This is about the third or fourth time that the algae appeared in lakes in this community and LakeMasters recognized it quickly and treated it.

Mr. Kurth stated that Lake A-1 was a “nightmare” for five or six years, with slender spike rush but it looks gorgeous, now. It is an outfall lake and difficult to control because it flows all the time. The grass carp had one negative impact on the lake; there is no beneficial spike rush anymore because the grass carp ate it. That is a trade-off. There used to be floating mats of spike rush, out 50’, with algae in top of it. It was nice to see the improvements that the grass carp made.

Mr. Kurth indicated that Lake E-7 looked good one week earlier than when the photo was taken. The golf course was trying to eliminate the canna that grows on the golf course bank because it impacts play, so it was cut down. Sometimes, due to the material and the process it goes through, it enters the lake and causes a nutrient spike and algae blooms. Duck weed is also mixed in.

Mr. McAuley asked if it would be possible for the company that developed the crystals to experiment with the Districts, at no cost. Mr. Kurth stated that the product was used in Lake E-2 and he was waiting to see the results. The cost of the box was about \$15,000 but he did not know what the maintenance cost would be. A water test was conducted on Lake E-2 to document the nutrient treatment levels, before and after. The phosphorus levels were extremely low. There were 27 parts per billion, which was like a new, healthy lake; nitrogen was slightly higher, at 1.3. Nutrients were a big issue but there were other issues involved.

Mr. Patterson stated that the oxygen ionization process sounded like a breakthrough, in terms of effectiveness and multiple benefits, and asked if it was likely to be cost effective, versus other aeration, and if more boxes should be obtained, rather than aerators. Mr. Patterson asked if there was power to the box, under water. Mr. Kurth noted that the company was located in Canada, where there were very low nutrient levels and short growing seasons, so he did not want

to comment until the results were realized. If the product worked, as stated, the potential was limitless; LakeMasters would have the sole distributorship in Florida. The company's idea was to use the product in Lake Okeechobee and similar areas where there were major concerns about nutrients reaching the bays and rivers, which was why the company wanted to begin doing business in Florida. The company was using LakeMasters to help prove that the product works. Mr. Patterson asked if power was required, under water. Mr. Kurth stated the unit was not in the water. The unit, on Lake E-2, was buried in the shrubs, along the lake. It must be buried in the ground 50' away from the lake. The company indicated that the product could help the groundwater.

Mr. McCarthy recalled that Lake E-7 was a real problem, last year, before LakeMasters took over. Lake A-2 was also a concern. In the last week or so, surface material appeared on the lake. It was present for one or two days and then dissipated, or most of it traveled to the end, where the outfall is, and then dissipated. The golf course performed a lot of work on the 17th green, including the construction of about 200' of bulkhead; heavy fertilization may be causing the issue and it required attention. When the bulkheads were installed, excavation took place along the bank and the bank was made vertical, from the top of the slope, straight down, and the bulkhead was installed along the newly created vertical bank. Now, there is very little water at the toe of the bulkhead going out into the lake. When the turbidity control was removed, large amounts of grass had grown there and the golf course workers shoveled it back up on the bank. Once the water drops to the level of control, or below, there would be a maintenance problem.

Mr. Kurth advised that the area was being sprayed and the entire golf course side of the lake was difficult to maintain because the shoreline was so steep and it was very difficult to be up on the shoreline and spray down.

Mr. Kurth received an email regarding alligator weed behind Mr. McCarthy's home and some of it was because of the work that LakeMasters performed, due to poor access. LakeMasters has hoses to spray it down. Mr. Adams suggested another palette of aquatic plants that the grass carp would like.

Mr. Nicholson asked if there was a website for the company that provided the crystal boxes. Mr. Kurth indicated that the website was in the information provided by Ms. Crismond.

Mr. Kurth noted that Lake A-29, in Terzetta, was brown for a long time and alum treatment would be used to achieve better water clarity.

NINTH 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.

TENTH ORDER OF BUSINESS

**Discussion: Revised Landscape
Maintenance Agreement with Pelican
Landing Community Association**

Mr. Adams stated that the marked up agreement, in the agenda package, was the result of the meeting with the PLCA's landscape committee. A clean version was distributed, accepting the markups and removing the highlights. Based on the PLCA's minutes, from last week's meeting, it appeared that the Landscape Maintenance Agreement with the CDDs was approved for a three-year term; therefore, the clean version was modified to recognize a three-year term, starting in 2016 and ending in 2019. Mr. Adams was not aware of any further revisions to the agreement, which he and Ms. Shirley Worthington agreed to. The question was who it should be distributed to and how it should be distributed. Ms. Worthington wished to do so with a larger group.

Mr. Tomlinson stated that the reason the term went from five years to three was that three was a reasonable number, based on the number of seasons, and, since this was a new document, it was felt that, as the three-year period passed, there might be things that the CDDs and the PLCA would like to amend. The intention was to review the successes as a partnership, at the end of three years, and determine how to prepare the new document for the next period.

Mr. Adams stated that the original document and the markups contained several redundant comments about more specificity and, after speaking with the group, each party's responsibility was established, with regard to the landscaping, without getting into the technical

“do’s and dont’s”. An important part of this agreement was for more communication and more frequency in communication so that what was being done by the Districts was in alignment with the expectations and so that the expectations were accurately communicated to the Districts, on a regular basis, to make sure that the budgets were prepared correctly and the operation was being manned appropriately to meet those expectations.

Mr. Patterson noted that, under “Recitals”, D., on Page 1, it stated “as outlined in Paragraphs A and C”, which were not required. Mr. Adams explained that “A.” was a recital of the statute; what the Districts’ authorities were under the statute. The specifics were in the paragraphs below. Mr. Patterson asked why the Districts were entering into an agreement with the PLCA whereby the Districts agreed to operate and maintain stormwater management. Mr. Adams referred to the first paragraph, which recognized that the Districts have the authority, under the statute, among other things, to operate and manage a landscaping program in this community. The specifics of the agreement were on Page 2.

Mr. Cramer recalled that this discussion was tabled in July, unanimously; therefore, before further discussion took place, the item must be taken off the table and Robert’s Rules of Procedure must be utilized.

Mr. McCarthy asked if a motion was necessary to take the discussion off the table. Mr. Cox replied affirmatively.

On MOTION for Bayside Improvement by Mr. McCarthy and seconded by Mr. Patterson, with all in favor, removing the Revised Landscape Maintenance Agreement with Pelican Landing Community Association from the table, was approved.

On MOTION for Bay Creek by Mr. Glueck and seconded by Mr. Janek, with all in favor, removing the Revised Landscape Maintenance Agreement with Pelican Landing Community Association from the table, was approved.

Mr. Cramer stated that, since the discussion was off the table, according to Robert’s Rules, a second to the Motion was obtained and the Motion was not debatable. Mr. McCarthy advised that the maintenance agreement was on the table for discussion. Mr. Patterson asked

what paragraphs were being discussed in “D.”. Mr. Adams replied Paragraphs 1 through 15. The agreement would be amended to add “Paragraphs 1 through 15, below”.

Mr. Patterson read, in the first paragraph, “The Districts agree to operate, manage and maintain the Facilities... all on the terms and conditions set forth herein” and indicated that the Facilities were defined in the first paragraph. Mr. Adams clarified the scope of the facilities. Under Recital “D.”, the verbiage “*paragraphs 1 through 15*” would be added. The items on the next two pages would be numbered, for clarification. Mr. Patterson stated that 6. was redundant with 4. and suggested adding “funding” after “design criteria” and deleting 6. Mr. Adams clarified that Recital 4. was for existing facilities and Recital 6. was for currently nonexisting facilities, for example, a vacant piece of property that was not landscaped yet. Funding would be addressed between the entities when a new landscape program was devised.

Mr. Patterson stated that he would vote against the proposal.

Mr. Cramer felt that there were items missing from the agreement in the agenda package that the Districts were responsible for, maintenance-wise, and some words were redundant in the way they were categorized. Mr. Cramer asked who was involved in preparing the agreement, other than Mr. Adams and Ms. Worthington. Mr. Adams indicated who was present. Mr. McCarthy stated that he also made suggestions. Mr. Cramer asked if Mr. Tom Hart was involved. Mr. Adams stated that Mr. Hart was not present but he reviewed the agreement, subsequent to approval by the PLCA Board. Mr. Cox approved the original legal aspects. Mr. Cramer felt that some of the terminology was in question. Mr. Adams recalled asking for comments from everyone on at least two separate occasions.

Mr. McCarthy asked to hear Mr. Cramer’s issues. Mr. Cramer stated that there was nothing to differentiate a “Facility” versus landscaping. Mr. Crew stated the term came from the founding documents of Pelican Landing and the declarant’s language establishing the CDD. Mr. Cramer stated that the agreement was not limited to landscaping but it referred to facilities and how they work. He felt that the Districts would become responsible for maintenance and control of the tennis courts and similar places that they do not control now. Mr. Adams stated the paragraph above the recitals stated:

“Recognizing past practice, history and the direction of the Amended and Restated Declaration and General Protective Covenants for Pelican Landing, the Pelican Landing Community Association and the Bayside and Bay Creek Community Development Districts desire to enter into an agreement to manage

and maintain the landscaping for the road rights of way and entries, parks, common and recreational areas, as well as to operate, manage and maintain all associated systems including irrigation sprinkler systems, timer clocks, lighting systems for streets, landscaping and monuments etc. (the "Facilities").

Mr. Adams stated that only a few small sections of the lighting system, in the right-of-way areas, were not CDD-owned, which was why reference was made to them. Fencing was not part of the landscape; it is an exterior item that, by agreement, is owned by the PLCA and the PLCA monitors it, for security purposes, and the Districts agreed to maintain or repair it, by a separate agreement.

On Page 2, Mr. Cramer asked why Recital "D." was not below "Now therefore". Mr. Adams stated it is a final Recital, followed by the specifics of the agreement.

Mr. Nicholson noted an Exhibit "A", attached to the agreement, which carried with it a number of notes that discussed trimming and additional trimming, planting and additional planting, mulching, etc. Mr. Adams stated that the notes referred to scheduling of certain activities. Mr. Nicholson indicated that the notes referred more to the frequency, which carries with it a table of costs. Mr. Adams stated that the costs were irrelevant. In the clean version, the table was not included. Mr. Nicholson asked if the budget was based on the higher frequency. Mr. Adams replied affirmatively.

Mr. Patterson stated that the the description of the facilities, according to the documents, was discussed and questioned why, since the facilities were already defined in the first paragraph, they were being defined again, in Paragraphs 1 through 15. Mr. Adams stated it was a finer definition of the agreement between the parties related to facilities outlined in the first paragraph. The Recitals further define the Districts have the authority, the PLCA owns the facilities and, below that, under "Now therefore", it states what the parties agree to with regard to these facilities.

Mr. Cramer asked if the the agreement was compared to anyone else's agreement. Mr. Adams stated agreements could be be provided that begin with why the agreement was being considered, the title, what it was for, the recitals of authority, location, what was being done and what was being agreed to, followed by signatures and the date of execution.

On MOTION for Bayside Improvement by Mr. McCarthy and seconded by Mr. Crew, with Mr. McCarthy, Mr. Crew and Mr. Nicholson in favor and Mr. Patterson and Mr. Cramer dissenting, the Landscape Maintenance Agreement with Pelican Landing Community Association, as amended, was approved. (Motion passed 3-2)

On MOTION for Bay Creek by Mr. Glueck and seconded by Mr. Travers, with all in favor, the Landscape Maintenance Agreement with Pelican Landing Community Association, as amended, was approved.

Mr. Lienesch stated that, at the PLCA meeting, Mr. Dave Caldwell, of WCI, indicated that the agreement must be “cleaned up” and asked if the CDDs were informed that something must be changed before the agreement was ready to be signed. Mr. Adams replied no. Mr. McCarthy stated that a question arose about the agreement not being in a condition for acceptance and recalled Mr. Tomlinson advising that the agreement was accepted, with the exception of the three-year term. If the agreement was accepted by the PLCA, and Bayside and Bay Creek accepted it, if someone had an issue, they must argue with the PLCA and the Districts. Mr. Tomlinson stated that, what was presented to the PLCA Board, last Wednesday, was the document with red line strike outs. The PLCA Board voted, unanimously, to accept it and Ms. Martel was to eliminate the red line strike outs and make a final copy, which was provided to Mr. Adams.

Based on the CDDs’ votes, Mr. Tomlinson understood that the agreement was accepted, with the exception of verbiage clarification that the Boards just approved. He asked if this was a substantive change or if it was style. The Board stated it was style; it had paragraphs and not numbered paragraphs. Paragraph numbers would be included. Mr. Tomlinson suggested providing an updated agreement to Ms. Martel, to be finalized, or it could be finalized and then sent to Ms. Martel. Mr. Adams stated that he provided a clean version to the Boards, prior to the meeting, which accepted all of the prior changes and removed highlights of side bar comments, to produce a clean document with no markups, as Ms. Martel did. The only thing that was added was the acknowledgement of 15 paragraphs following Recital “D.”, and the verbiage “*paragraphs 1 through 15*” would be added. The amended agreement would be provided to Ms. Martel, for final review and execution.

Mr. McCarthy stated, for the record, if the PLCA was not in agreement with what the Boards passed, the agreement would come back to the CDDs, once more.

Mr. Cramer clarified that Mr. Caldwell brought up the financial issue and the timing of the document, when it starts and when it ends, because it falls in line with the ad valorem taxes. If the Districts were fired, the timing must fall within the tax structure.

ELEVENTH ORDER OF BUSINESS

Update: Newsletter and Community Outreach Provider

Mr. Adams scheduled a meeting with Ms. Carson Crane for next Monday, The specifics of the program would be discussed, how the company anticipated the Districts' participation, payment, etc., and the company's available skills and talents.

Mr. McAuley stated that this issue would be revisited next month.

TWELFTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of August 31, 2016

Mr. McAuley presented the Unaudited Financial Statements as of August 31, 2016 and asked the Boards to submit questions to Ms. Crismond.

Mr. Nicolson requested an executive summary, or an interpretive cover page, indicating the highlights or a layman's interpretation.

Mr. Adams reviewed and explained the Unaudited Financial Statements. "Total revenues" were at 104% and the "Assessment levy – net" was at 100%. On Page 4, "Total expenditures" were at 86%.

*****DUE TO TECHNICAL DIFFICULTIES, AUDIO WAS NOT AVAILABLE - REMAINDER OF MINUTES TRANSCRIBED FROM MEETING NOTES*****

THIRTEENTH ORDER OF BUSINESS

Approval of August 22, 2016 Joint Public Hearing and Regular Meeting Minutes (Both)

Mr. McAuley presented the August 22, 2016 Joint Public Hearing and Regular Meeting Minutes and requested that corrections be provided to Ms. Crismond.

On MOTION for Bayside Improvement by Mr. McCarthy and seconded by Mr. Crew, with all in favor, the August 22, 2016 Joint Public Hearing and Regular Meeting Minutes, as amended to include edits provided to District Management, were approved.

On MOTION for Bay Creek by Mr. Janek and seconded by Mr. Glueck, with all in favor, the August 22, 2016 Joint Public Hearing and Regular Meeting Minutes, as amended to include edits provided to District Management, were approved.

FOURTEENTH ORDER OF BUSINESS Other Business (Both)

• **Action Items**

Mr. McAuley presented the Action Items.

Items 9, 12 and 14 would be removed.

Items 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 13, 15, 16, 17, 18, 19 and 20 would remain.

FIFTEENTH ORDER OF BUSINESS Old Business (Both)

There being no old business, the next item followed.

SIXTEENTH 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

The Monthly Status Report was provided for informational purposes.

ii. NEXT MEETING DATE: October 24, 2016 at 2:00 P.M.

Mr. McAuley stated the next meeting will be held on October 24, 2016 at 2:00 p.m., at this location.

SEVENTEENTH ORDER OF BUSINESS Supervisors' Requests (Both)

Mr. Patterson inquired about pumping for Wetland #4 and pumping for Lake D-12, where it abuts the Bay Creek entry. Staff would follow up.

EIGHTEENTH ORDER OF BUSINESS

Public Comments: *Non-Agenda Items*

Mr. Neil Hartman, a resident, obtained a survey regarding vegetation removal along the boundary of Sandpiper Isles and the Heron Marsh. Staff advised that the area of concern does not involve the CDD; however, Mr. Hartman should ensure that he obtained a permit from the City of Bonita Springs.

NINETEENTH ORDER OF BUSINESS

Adjournment: Bayside Improvement

There being no further business to discuss, the Bayside Improvement meeting adjourned at 4:20 p.m.

BAY CREEK ITEM

TWENTIETH ORDER OF BUSINESS

Continued Discussion: Alternative Irrigation Source

- A. Rate Study (*to be provided under separate cover*)**
- B. Form of Bulk Irrigation Water Agreement with Resource Conservation Systems, LLC**

Mr. Adams stated that the Board must approve the irrigation rates in order to schedule the Public Hearing for December 5, 2016. The Notice must appear at least 30 days prior to the public hearing, which, from a required timing perspective, would place the Public Hearing on the December 5 agenda.

Mr. Adams reviewed the calculations of the rate study, which determined, based on a four-year usage average, the initial base rates for non golf would rise from \$0.53 per thousand gallons to \$0.83 per thousand gallons and the base golf rate would rise from \$0.36 per thousand gallons to \$0.53 per thousand gallons.

Mr. Adams also introduced the standard form re-use agreement provided by Resource Conservation Systems, LLC (RCS). In general, he and Mr. Cox had no significant concerns with the agreement, other than that it must have a termination clause for the CDD to exercise, in the event of failure, on behalf of RCS, to perform under the agreement.

On MOTION for Bay Creek by Mr. Janek and seconded by Mr. Travers, with all in favor, authorization for Staff to proceed with all steps necessary to finalize the adoption of the Rate Study and the Bulk Irrigation Water Agreement with Resource Conservation Systems, LLC, was approved.

TWENTY-FIRST ORDER OF BUSINESS

Adjournment: Bay Creek

There being no further business to discuss, the Bay Creek meeting adjourned at 4:41 p.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

FOR BAYSIDE IMPROVEMENT:


Secretary/Assistant Secretary


Chair/Vice Chair

FOR BAY CREEK:


Secretary/Assistant Secretary


Chair/Vice Chair