## MONTERRA COMMUNITY DEVELOPMENT DISTRICT

**DECEMBER 5, 2017** 

**SPECIAL MEETING** 

### Monterra Community Development District

#### **Severn Trent Services, Management Services Division**

210 North University Drive • Suite 702 • Coral Springs, Florida 33071 Tel: (954) 603-0033 • Fax: (954) 345-1292

November 28, 2017

Board of Supervisors Monterra Community Development District

Dear Board Members:

A Special Meeting of the Board of Supervisors of the Monterra Community Development District will be held to discuss CDD business, on Tuesday, December 5, 2017 at 4:00 p.m. at the Club at Monterra, located at 8451 Monterra Boulevard, Cooper City, Florida. Following is the advance agenda for the meeting:

- 1. Roll Call
- 2. Supervisors' Requests and Audience Comments
- 3. Consideration of the Minutes of the October 25, 2017 Meeting
  - A. Verbatim Minutes
  - B. Summary Minutes
- 4. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. HOA Representative
  - D. Clubhouse
  - E. District Manager
    - i. Discussion of Capital Reserves
    - ii. Proposals for Approval
      - Coffee Bar for the Clubhouse
      - Water Cooler for the Clubhouse and Pine Island Guardhouse
      - Hedge Replacement at La Costa Dog Park
    - iii. Discussion Items:
      - Tree Removal or Lift in Vista del Sol
      - Gumbo Limbos in Estada
      - Hurricane Clean-up Payments
- 5. Financial Reports as of October 31, 2017
- 6. Adjournment

Enclosed is a copy of the verbatim and summary minutes of the October 25, 2017 meeting, community proposals, discussion items and Financial Statements.

The balance of the agenda is routine in nature and staff will present and discuss their reports at the meeting. In the meantime, if you have any questions, please contact me.

Sincerely,

George Miller
George Miller
District Manager

# **Third Order of Business**

3A.

# MINUTES OF MEETING MONTERRA COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Monterra Community Development District was held Wednesday, October 25, 2017 at 6:00 p.m., at the Club at Monterra, located at 8451 Monterra Boulevard, Cooper City, Florida.

#### Present and constituting a quorum were:

Ricardo Lowe Chairman
Greg Popowitz Vice Chairman
Susan Kooiman Assistant Secretary
Chuck Kuehnle Assistant Secretary

Also present were:

George Miller District Manager

Kenneth Cassel Secretary

Ginger Wald
Maria Mihailovschi
Robert Koncar
Stephen Bloom
Alan Baldwin

District Counsel
Castle Group, LLC
Severn Trent Services
Severn Trent Services
Severn Trent Services

Residents

#### FIRST ORDER OF BUSINESS Roll Call

The meeting was called to order and the roll was called.

#### SECOND ORDER OF BUSINESS Organizational Matters

#### A. Oath of Office to Mr. Chuck Kuehnle

Ms. Wald: Mr. Kuehnle was sworn in right before the meeting, so he is duly seated as a Supervisor.

Mr. Lowe: Are there any words of wisdom from our new management company?

Mr. Koncar: we are glad to be here, we appreciate the opportunity and we are going to work diligently to earn your trust and ensure we get things done to your satisfaction.

Mr. Lowe: There is a positive position so far.

Mr. Koncar: We started already on several items. We had a couple of conference calls, one of which was with Supervisor Pulcini regarding some audit issues for which he had questions. We are trying to follow up on items as they come up. We have gone through the agenda. Mr. Miller is on his way here. He had a car problem, but he has spoken to the management company for the HOA. We are doing some interface there. We are trying to get up to speed as quickly as possible. The next step though, for us is to get a contract executed which we will have our attorney send to your attorney. There is a call set up at 3:00 p.m. with Ms. Wald and our attorney to finalize the contract. I have a copy of the redlined document if you want to see where we are right now, and I can distribute that to the Board.

Ms. Wald: Did you say you he did it straight from the redlined document, because I have not received it.

Mr. Koncar: Yes, he said he sent it to you.

Ms. Wald: No.

Mr. Koncar: I will make sure I get that to you, but this is the last version he sent.

Ms. Wald: To get the timeline to the Board, on October 15<sup>th</sup>, I received the contract from Mr. Koncar who is distributing, and I reviewed and did a strikethrough and sent it back to them on Tuesday, October 17, 2017 advising them we needed to get this done prior to the meeting. We did have a few emails back and forth saying they were looking at it and they were going to provide the comments, but I had not received them until now.

Mr. Lowe: Do we have any sticking points?

Ms. Wald: I do not know what they have written to my comments.

Mr. Koncar: In discussions with our attorney, we do not see anything which we would consider a deal breaker. It is just a matter of some of the language. That is why we need to get the attorneys together to finalize the language, and then we are going to get these comments in.

Mr. Popowitz: Hopefully we will have it on Monday.

Mr. Koncar: The call is going to take place on Friday, but we need to get this out as soon as we can.

Ms. Wald: We can go through the agenda and I will quickly review this, after which we can come back to it under my report, if that will be acceptable to the Chair.

Mr. Lowe: Yes. There is one more item on the transition of records. GMS has been with us for a long time and they will have many boxes.

Mr. Cassel: We have been in discussions with them and they have the materials boxed up. We received some boxes initially, and as of probably this week we will be picking up the other boxes. As soon as we get those, we will go through them and perform an inventory to ensure we get all the records and what records we are passing on so that if we go back later and look for the records, we cannot find it later so we can inventory all the records and boxes. They have sent us a cd as well of what they have electronically, so we will be going through that. They have sent the financials, I believe electronically. Is that correct?

Mr. Bloom: Correct. We received one cd so far.

Mr. Lowe: Do you have our financial statements?

Mr. Koncar: Not yet. However, we do have all of your agendas and tonight we have the resolution which authorizes Severn Trent to act as Manager, and as soon as the contract is executed, we are ready to make that transition, obtain the financial records and get your bank accounts set up.

Mr. Popowitz: With respect to the website, do you have access control?

Mr. Cassel: We are in the process of transferring it over to our control, and on that note, you might want to re-do the website. We will put a package together for how we can re-do it. I can give you some of the others we have so that you can look at what we put together as a base package, but then we have some enhanced packages too, depending on what you want to do. We have several different ways we can prepare that package for you.

Ms. Kooiman: There appears to be an issue regarding the website.

Mr. Cassel: This is just some background of what we try to do. What frustrates me is not finding what I need easily. We tried to make it so the websites were laid out similarly, so if you go to any of our websites you will find the documents in the same location so that they are easier to find. If someone calls and says they cannot find something, you can guide them to where they need to find it. It makes it a lot easier for everyone.

Mr. Lowe: I just hope you guys get this part signed off within the next few days, and move through this small transition. I am a little concerned simply because there is a lot of history regarding the financial situation, all the way through your systems so that you can analyze things and be able to answer some questions I asked this past week.

#### **B.** Designation of Officers (Resolution 2018-01)

Mr. Lowe: Does this Resolution you want us to adopt authorize Severn Trent Services?

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Mr. Cassel: Correct, and it will also set your officers since you do have a new Board member. This is a good time to set the officers and the new Board member.

Ms. Kooiman: I would like to propose that we keep the Chairman as Mr. Lowe and the Vice Chairman as Mr. Popowitz.

Mr. Cassel: The rest of you would be Assistant Secretaries.

There being no further discussion,

On MOTION by Ms. Kooiman seconded by Mr. Kuehnle with all in favor, Resolution 2018-01 Electing Officers of the District, with Mr. Ricardo Lowe to remain as Chairman, Mr. Greg Popowitz to remain as Vice Chairman, Mr. Robert Koncar to serve as Treasurer, Mr. Stephen Bloom to serve as Assistant Treasurer, Mr. Kenneth Cassel to serve as Secretary, Mr. Massimo Pulcini and Ms. Susan Kooiman to remain as Assistant Secretaries and Mr. Chuck Kuehlne to serve as Assistant Secretary, was adopted.

#### THIRD ORDER OF BUSINESS

#### **Approval of Minutes**

- A. September 18, 2017
- B. October 11, 2017

Each Board member received a copy of the Minutes of the September 18, 2017 and October 11, 2017 Meetings and Mr. Lowe requested any additions, corrections or deletions.

Ms. Kooiman: I was just wondering. Were these minutes transcribed by Severn Trent Services?

Mr. Cassel: These minutes were done by GMS.

Ms. Kooiman: GMS always says everything verbatim. Do you do summary minutes?

Mr. Cassel: We do summary minutes in a lot of the Districts. Sometimes verbatim minutes gets you into trouble later, whereas, with summary minutes is all that is required by the Statutes. A lot of our Boards do choose to do summary minutes. We can do them either way, but we find at times the summary minutes actually give you the same feel with what is going on without someone coming back and disputing what was stated.

Mr. Lowe: What if someone only has the motions?

Mr. Cassel: It has some explanation about the subject being discussed and will have whether someone is for or against something, but other than that it does not give all the *he said*, *she said* through it and then you do a motion box.

Mr. Lowe: Is that what most of them do?

Mr. Cassel: Most of our Districts are that way. We have a few which are verbatim. I think we have one that even has a Court Reporter come in on theirs because of what they have going on, but the majority of them go to summary.

Mr. Lowe: Do you have a recommendation either way?

Ms. Wald: I have found it helpful both ways. I found it helpful with litigation to have verbatim minutes and I have found it harmful to have verbatim minutes in litigation. I know it is more burdensome for a manager to do verbatim minutes, especially when meetings go long. There is no set requirement that it has to be that way. The only legal is that every single action you are taking must be placed in every motion and the vote and also when you have discussions on certain things, there should be a summary of what that discussion is so the public knows that in the minutes. Other than those requirements, there are no requirements whatsoever for verbatim minutes. Most District Managers do not abide by verbatim minutes. Some do more summaries than others, but GMS is one of the District Managers that do verbatim.

Mr. Popowitz: is the audio recording on file?

Mr. Cassel: The audio recording is kept by Statute for three years.

Mr. Popowitz: You never have to look back.

Mr. Cassel: That is correct. If you wanted a complete transcript we can send that out to a Court Reporter and they can do a complete transcript.

Ms. Wald: In fact, it is in their revised contract that they are doing summary minutes. I do not know whether or not you are going to do that.

Mr. Popowitz: If you are thinking about it, I am OK with it. I like this, but I bet it takes a long time.

Ms. Kooiman: It is nice to have the *he says*, *she says*, but I believe we should flesh out this one topic completely. It is the summary of the same, but...

Mr. Cassel: What I would like to offer is on the set of minutes from tonight, we will do a verbatim and we will do a summary set as well and you can look at it and decide whether you still want to stay with the verbatim minutes or whether you want to go summary in our style we and if you want to go summary then we can go to summary. It is not an issue.

Mr. Popowitz: I can tell you that summary sounds appealing just from my standpoint for reference. I think how often the community looks on line if they cannot attend a meeting, but I am sure they can contact you for the audio.

Mr. Cassel: Correct.

Mr. Lowe: I think that summary will have what actually happened. Right now, we have 30 pages, there is just no way anyone will read 30 pages. If you summarize it to four pages you get all of the important parts is what actually is what get passed.

Mr. Popowitz: We can always go back to the current way. I would lean towards summary.

Mr. Lowe: Do we need a motion for that?

Mr. Cassel: No, just direction. We will do the comparison for the next meeting and see how that flies and if you when you look at the summary, if there is not quite enough detail, we can play with that. Some of ours are very really super summary, others have a bit more detail. It depends on the Boards and their comfort and what they want to feel so that as they read the minutes, they get the feel of what actually happened and we can adjust that.

Mr. Lowe: Let us get back to approval of the minutes. Are there any comments? I do have a comment on the invoice from the motion to approve the \$57,000? That was Ms. Mihailovschi.

Ms. Wald: Are you talking about how it is written in the minutes because all we are talking about is approval of the minutes and not items which may have been from the minutes.

Mr. Lowe: I want to discuss actually what happened.

Ms. Wald: Let us talk about this after approval. This is just as to how the minutes are and if they are accurate.

There being no additions, corrections or deletions,

On MOTION by Mr. Popowitz seconded by Ms. Kooiman with all in favor, the Minutes of the September 18, 2017 and October 11, 2017 Meetings were approved.

#### FIFTH ORDER OF BUSINESS

#### **Staff Reports**

#### A. Engineer

There being no report, the next item followed.

#### C. HOA Representative

Mr. Lowe: I have a question on the hurricane pick-up. I know there were several questions and I do not know if it was held or paid.

Ms. Mihailovschi: I was able to meet with Hector and we talked about it and he said that the hours were correct and some of these guys work from 7:00 a.m. to 7:00 p.m. and the next step

now is look at the rest and see exactly if they came at 7:00 a.m. and left at 7:00 p.m. He said that this estimate he gave to us with all of the prices, is a special price for Monterra.

Mr. Popowitz: Did he say that some of the guys were here from 7:00 a.m. to 7:00 p.m.?

Ms. Mihailovschi: He said all of his guys were here from 7:00 a.m. to 7:00 p.m.

Mr. Lowe: From a procedural point of view, there was a motion to pay this thing and maybe for a good reason he did not get paid. I do not know if they were trying to save money for something incorrect.

Ms. Wald: You have 30 days under the prompt payment act to make the payment. There is time to make the payment and there were some questions that came up specifically addressed to Ms. Mihailovschi and she also asked for a copy of the hurricane plan and the print sheet and that is the one Ms. Mihailovschi has been looking at, and so I think she should get some answers first and there were some questions as to some of the Board members specifically does it have to be paid right away, or do we have time at our next meeting to ask those questions. You have got time and it does not have to be paid immediately and in fact, you could if you wanted to if you were one of the individuals that were actually in the positive that voted for the payment of the invoice, you could do a motion to reconsider that, not the person that was in the negative because I believe that was Supervisor Pulcini, so could not have made that motion, but if one of the other Supervisors that were here as to or voted in the positive, they can make that motion. Those were the things that were discussed from the last meeting to this meeting. As of now, the payment has been authorized from the prior motion that was in the positive, three to one, but it has not yet been paid.

Mr. Lowe: I raised a concern after the meeting to Ms. Mihailovschi about the hours that were actually allotted so I can tell you I have reservations even though I voted for it, I have reconsidered and I want to dig into this deeper because if they were here 12 hours a day that is fine, but I just, based on prior experience and you have and the amount of work that was required 12 hours a day with a four- or five-man crew and the heat exhaustion, I just want to look and see if you can verify they were actually here for 12 hours a day.

Mr. Popowitz: The \$57,000 or whatever it was, that was cost to do the work to clean up all of the debris and everything. While they were doing that work, would they still be paid for the grass cutting?

Ms. Wald: No, they have to give us a credit for that. That should have been in the minutes.

Mr. Lowe: The question that was raised then, this was based on emergency hours, that was that rate, and to me there is an issue of how much time was actually spent here. If they were here for 12 hours, then they are not allowed to work until 8:00 a.m.

Ms. Kooiman: As far as the residential, moving things out of the way with all of these trees, we may not know the extent of whether they take care of the exterior, more of those common areas and certain medians of Pine Island and Sheridan. There is a lot of area.

Mr. Lowe: Do you have access to the cameras behind the area?

The conversation was inaudible.

Ms. Mihailovschi described the clean-up.

Mr. Lowe: With regards to checking the cameras, I am not sure what other entities we can find to support your x number of hours.

Ms. Mihailovschi: I can also ask the gentleman from pest control. He remembers exactly. He was also here for a long time. He was also involved, so I can ask him.

Mr. Lowe: Let us hold this for the next meeting.

There being no further discussion,

On MOTION by Mr. Popowitz seconded by Ms. Kooiman with all in favor, approval of the invoice for hours spent for hurricane pick-up, shall be reconsidered at the next meeting.

Mr. Lowe: We will hold that invoice until further evidence.

Ms. Kooiman: The pest control person does not remember, I do not know if he was here.

Mr. Popowitz: I believe it was with the cameras.

INAUDIBLE.

Mr. Popowitz: if they were repeatedly coming in at 8:00 or 9:00 a.m., and leaving at 5:00 p.m., that would show a trend. We are not saying we have reason to believe they were doing something wrong, but we are just double-checking. They did a good job and they came when we needed them. It is a very large invoice and I just want to make sure we are getting our money's worth on this work.

Ms. Wald: Do you want to do a motion for once that has been verified by Ms. Mihailovschi to proceed forward with that payment, or do you want to come back to the next meeting, which I believe is next month?

Mr. Lowe: Let us wait for the next meeting.

Ms. Wald: I think he is going to bring the tree invoice anyway.

Mr. Lowe: Have you said anything?

Mr. Popowitz: he has not provided the 2,000 timecards, he is not providing anything to verify. You said you had text messages of when this person worked for us.

Ms. Mihailovschi: Yes, that is correct.

Mr. Popowitz: Would you have a record of the text messages?

Ms. Mihailovschi: In order to pay this invoice, I am sure I have something. I can ask him for proof.

Mr. Popowitz: I do not care about extending it for a long time. I do not want to do that to members particularly. I would be able to entertain the idea that if it does come closer to like he has provided we verify the date and time and if it all matches up, then maybe we should pay. I feel like we are being cheap because you have to be prudent to, I just feel bad for small businesses.

Mr. Lowe: That is exactly how we felt the last time, but we had a very significant invoice.

Mr. Popowitz: from a historical standpoint, when we saw this Equator invoice, we had a special project for mulching, and was at a not to exceed number of \$45,000 and we had a six-figure price in response after they did the majority of work, so that is part of the vendor that we need to be more careful.

Mr. Lowe: it will be acceptable for him to provide those reports. If it were my business, I would have given you a lot more. I am not going to tell you how to run your business, but I would have given you a binder of material.

Mr. Popowitz: I think it is different of our contract for regular services saying do x for a year. I do not care how much time it takes you. If you are obligated to do that time plus what improvements are necessary, that is your business.

Ms. Mihailovschi: It is just to provide documents that he used to make available.

Mr. Lowe: Not to dwell on Equator, but moving from a different topic within Equator, I looked at the contract and essentially the RFP and one of things, this is more of a discussion, more than anything else. Typically what we talk about vendors in general, specifically, Equator, and we are going through these long discussions, that we need to send them because of A, B, C, D, E and F. Whether the members, if it is GMS or Castle or the pool contractor, this is subjective discussion. I would like it when he dresses, he will have coffee with the neighbor, he smokes cigars when he

is here, it is always on subject nonsense which has nothing to do with how the vendor is actually performing or not. That has been my experience for the past few weeks. Why not look at this a little more objectively. In the case of Equator, in the case of the contract we have, in the case of the time and effort that the previous Board and GMS did to put the RFP together, that is a lot. Specifically, they are to provide 42 long costs annually. If you divide that by the number of weeks, that is about 1.2 weeks.

Ms. Kooiman: we are working on the RFP.

Mr. Lowe: Exactly. If you divide it even more specifically. Three in the months of January, February and March and four in the month of October. So there have been very specific measures in my mind to say OK, we have October 25<sup>th</sup> and you only received two. My point is, that is an objective number way to measure your performance. Detailed services, you shall prove 18 detailed services, whatever that means during the year. That is about one every month and a half. We are in October, month 10, you should have done 12 by now. How many have you done? You can only blame the hurricane for one time. I hope I get my point that I would like to get a little and I talked to Ms. Mihailovschi about this, a little one-pager, one KPI scorecard specifically for Equator and eventually for irrigation. Those are our two largest vendors where we spend 40% of the budget, whatever it is, and I think it makes sense for us to prepare the punch lists. That is a good one. We have 25 hours on the punch list. It takes us three months to print them out. It is growing. It is increasing, we do not have anything. That way we have an objective way to measure out the end of the quarter, the end of the year and make a decision.

Mr. Popowitz: To that point, can we actually measure that? I have been told that they kind of bounce around from community to community and we do not really know what they are doing day in and day out.

Ms. Kooiman: We are trying to get a little more on track. He is going to affect Ms. Mihailovschi.

Mr. Lowe: I do not have a good sense that we are managing this thing properly or any better for that matter. When we say that I think we should stand behind we should not be thinking about that. The numbers should be able to tell you in the month of October because of the rate perhaps we only do one cut. There may be a reason for that, but at least where you stand you would be very objective.

Ms. Kooiman: It has been like this every year.

Mr. Popowitz: From a management standpoint, well you guys do it from your experience rather than trying to reinvent something is there something that you see used by other entities to better track? Are there any suggestions on that?

Mr. Cassel: I have seen a couple of things. One is you have the landscaper set up a quadrant on a pattern and one month he may cut the pattern in one direction and in another month he may cut it in a different direction, only because of rain or different things or access, I have seen that. I have seen it that you set it up and you just circle the community in the same pattern every month. It depends on, there may be certain areas that you cannot get into and certain conditions, so you say that is wet season stuff, and do that thing so dry season I cut in this direction. Wet season I cut this way because I cannot get into certain areas and that really depends upon the contractor and the conditions on the site.

Ms. Kooiman: Exactly.

Mr. Cassel: Correct. What section did they cut?

Ms. Mihailovschi: Before they start their routine, they check in with us.

Mr. Lowe: Let us just do that. That way, we have a little measurement system. As long as it is a work in progress.

Ms. Kooiman: He was doing that with Dennis, while Dennis was matching it.

Mr. Popowitz: While I think it is a rebuttal, there has been a theme of getting a handle on the community.

Mr. Lowe: The tracking is exactly to get you that answer because today I can objectively answer that. Just because I go outside, and I see a particular hedge overgrown, that is just one, but we are looking for, to answer that question on the whole perspective, are they able to handle the community generally speaking, no, I cannot answer that question even though I walk around, I run around, but just because I see something that does not mean that we are not here, so I am looking to answer that question at least on a quarterly basis, at least and eventually, I would like to basically do it on a monthly basis or at least in the Q4 for 2017, are you able to keep up?

Mr. Popowitz: I think in the interim, I would like to see it every month and then we can go to the quarter. I would like to assess where they are at. I would like to see them in a couple of months.

Mr. Lowe: By the way, take a look at the RFP because the measures are there or at least the expectations. Let us move on to anything else from the HOA?

Ms. Mihailovschi: There are a couple of events scheduled. I know there is more coming before Christmas, there are no Christmas events, but there are winter events because of the multicultural theme of the neighborhood.

Mr. Lowe: For the movie night, are they going to use the parking lot and other stuff?

Ms. Mihailovschi: The parking lots will be closed.

#### D. Clubhouse – Monthly Report

- i. Request for Approval:
  - Proposals for Splash Pad Equipment Paint
  - Proposal for Comcast New Telephone System & Internet

Mr. Lowe: Let us talk about spending money. The splash pad, how are we doing with that?

Ms. Mihailovschi: They are ready to go, but I told them to wait. The first choice is for \$1,751. The other one, I do not know why he went all out, it was All Out Rail Services for \$5,365.

Mr. Popowitz: Will they re-paint?

Ms. Mihailovschi: The other company is going to sand it and it is going to be with Electrostatic. There is at least one that can be tabled to the next month or for another meeting, the cameras because I got the numbers from Comcast, but they were missing a couple of numbers, I just want to make sure we are reading the correct numbers, so if we can table that, it would be good.

Mr. Lowe: Let us talk about the paint first, unless someone wants to get another quote, \$17,000 or is it \$5,000?

Mr. Popowitz: Do we know whether one is \$5,000? Do they do more quality work for that or are there more things involved?

Ms. Kooiman: It is the same thing.

Ms. Mihailovschi: I think it is because they are out of town, so they do not want to come all the way here.

On MOTION by Ms. Kooiman seconded by Mr. Popowitz with all in favor, the Proposal from First Choice Electrostatic in the amount of \$1,751 to paint the splashpad equipment was approved.

#### • Proposal for Pipe Repair on Lake 17

Mr. Popowitz: We should discuss this and determine where the budgets are coming from that standpoint.

Ms. Mihailovschi: Now we are in October. Is this the new year already?

Ms. Wald: We are in the new Fiscal Year.

Ms. Mihailovschi: The first choice is for the full maintenance and repair and to take the money from the general fund.

Mr. Popowitz: Do you mean the Clubhouse?

Ms. Mihailovschi: Yes, the Clubhouse.

Mr. Popowitz: That is fine.

Ms. Mihailovschi: One of the pipes from the irrigation became loose, so we sent an irrigation proposal to a vendor and they sent a diver to check and make sure that everything is OK.

Mr. Popowitz: I saw the price range and there is something wrong with that screen. We can give conditional approval if necessary.

Ms. Mihailvoschi: It is not Vista Del Sol. It is not the big one. It is down there.

Mr. Popowitz: Are you referring to the one in front of the temple or the one across the street? The reason I asked about that is when I first moved in I had my sprinkler guy come out and he looked at my sprinklers and found a lot of sand in it and in his professional opinion there may be a break somewhere with sand getting in. He had to come back another month later and you had someone look at it, which was back when I called you. I was just thinking maybe there is something we could do.

On MOTION by Ms. Kooiman seconded by Mr. Popowitz with all in favor, the Proposal from Research Irrigation in the amount of \$1,350 for irrigation repairs on Lake 17 was approved contingent upon repair of the screens.

Mr. Lowe: Did you see the broken sprinkler on Sheridan on the sidewalk? It has been there for months. It goes back to the punch list. It is important to me to really keep track of how long those items remain on the punch list. It is important for everyone to understand what is the lifetime value of a punch item.

#### • Proposals for Perimeter Walls and Columns Paint

Ms. Mihailvoschi: This was discussed at the previous meeting and I only received one estimate and I received a single one from People's Choice for \$20,870. The one from Peter Fitch is \$39,000.

Mr. Lowe: Is this on Sheridan?

Ms. Mihailvoschi: They are doing both sides and all of the columns.

Mr. Popowitz: Is this to pressure clean or paint?

Ms. Mihailvoschi: They have to pressure wash first and then paint?

Mr. Lowe: Is the work to be done as needed?

Ms. Kooiman: Sheridan for sure needs it.

Mr. Lowe: This is Sheridan by where, before or after the gates?

Ms. Mihailvoschi: It is by Vista Del Sol.

Ms. Kooiman: It is near University Drive.

Ms. Mihailvoschi: It was at Sheridan and Solan.

Mr. Lowe: This where the big sign is, the big Monterra sign?

Ms. Mihailvoschi: It is closer to Sheridan.

Mr. Lowe: Is it 20 versus 40?

Mr. Popowitz: Forty is apples to apples.

Ms. Mihailvoschi: We adjusted the price for the walls and the columns.

Mr. Lowe: Out of all the places we are painting, this is the number one priority?

Ms. Mihailvoschi: We can do the columns only. The columns really need to be painted. We tried to clean them, but the blackened mold is not coming off and also the paint is coming off. If you want to try looking at the colors, you may do so.

Mr. Lowe: I am not questioning the color, I am questioning all of the colors on all of the walls is what is in question. This is in your opinion what we need to do as the first job.

Ms. Mihailvoschi: Yes. The colors are throughout there and it is not in different places.

Mr. Kuehnle: They are going to do every single column.

Mr. Lowe: My question then is if the entire community costs \$100,000, but is this something that we get a better deal if we do a quarter of the community now, as opposed to one little area every three months?

Mr. Popowitz: We can spread it out every couple of months or whatever it is, or at the same time, if did more things at one time, we would get a discount all the way around?

Mr. Lowe: I think this goes back to one of the things to think about, GMS did one thing is to have a multi quarter is a better deal of the big projects that we have to keep in mind on track and invest money into it, and painting was one of them. Painting the entire community is one of them because what I would hate to do is to spend \$20,000 without a whole picture of the entire project. I am going to try to have a vision indicating that we need to start here because it is the worst situation is how to fill the address, but this is \$20,000 out of \$150,000, or whatever the number is, so we have a whole roadmap ahead of us.

Ms. Mihailvoschi: That is why the proposal includes everything we have. In here, I made them do a proposal for everything that needs to be painted.

Ms. Kooiman: You want something to be identified perhaps as A, this is the worst; B, this can be held off for a certain period of time.

Mr. Lowe: I am OK with this to be Area A, but then we also have a schedule that states, we spend \$20,000 for this October and the clubhouse, which is another \$10,000 will be in January. I would like to see that schedule so that we can all see how the money will be allocated and where it is coming from.

Mr. Kuehnle: We have a plan and segments, but...

Mr. Lowe: I would love to see that, I seem to be missing pieces I remember that were kind of put together a little bit, but I never saw a final product or schedule that takes into account all of the big capital items, the pool resurfacing, the tennis court resurfacing, all of those items are \$10,000 and above and make or break our budget. How do we spread out the time?

Ms. Kooiman: Is there another system?

Mr. Cassel: You are basically looking for a Capital Improvements Program, mapped out over the next one, three or five years' plans and you can allocate and change your assessments to build up some cash so that you do not have to go one year. You can spread your dollars over multiple years.

Mr. Lowe: Mr. Winkeljohn started that, but he never really put it together.

Ms. Wald: It makes no sense now that you have a new District Manager, and it is for the District Manager to work with Ms. Mihailovschi and put something together so you have that spreadsheet you can have for each one of the meetings and see what you want.

Mr. Lowe: What I will do is I will send you what I sent Mr. Winkeljohn because I did have something and you can fill in the blanks.

Mr. Cassel: We will look at that. We will do some more site visits. We will get with Ms. Mihailovschi and set up a Capital Improvements Program and map it out to see what our estimates are for the next few years.

Mr. Lowe: It came back to this thing. Do we wait for that study or do we do that now?

Ms. Mihailovschi: I would think the columns can wait. Both items can wait.

Mr. Lowe: Do we wait or do we spend \$20,000?

Mr. Popowitz: She is saying at least the columns.

Ms. Kooiman: How much would just be the columns?

Ms. Mihailovschi: Approximately \$12,000.

Mr. Lowe: Are we going to have a problem with matching the paints?

Ms. Mihailovschi: It will be painted like I did with the signs.

Mr. Kuehnle: How much do we need? Where is it coming from?

Ms. Mihailovschi: I was thinking if that is a project.

Mr. Kuehnle: So, it is potentially not a reserve.

Mr. Popowitz: He did all of the columns and that may look different than the columns next to it.

Ms. Mihailovschi: I have here a reserve on the project maintenance of \$51,000. I am waiting on this for the 2019 budget.

Mr. Kuehnle: It is going to be difficult to make a decision if we do not have it all figured out how to do this.

Mr. Lowe: It is a high visibility area. It is an entrance.

Ms. Mihailovschi: I have for the period ending September 30, 2017 \$84,475.

Mr. Kuehnle: We have \$20,000, not \$64,000 left for the year.

Mr. Cassel: \$84,000 was last year's question. You had budgeted for Capital Projects Reserve \$118,420.17. You spent approximately \$33,500 which left you a balance as of July 30, 2017 of \$84,475.

On MOTION by Mr. Popowitz seconded by Mr. Kuehnle with all in favor, the Proposal from People's Choice in the amount of \$20,870 to paint perimeter walls and columns was approved.

Mr. Popowitz: I would try and make a comment that we put something together for the future.

Mr. Lowe: Not to dwell on this, but it is something I have been wanting to see for, so I will definitely get that going for the next meeting, even if I have to do it myself.

Mr. Cassel: We will jump on it.

Mr. Lowe: We have been really desperate to, I will give you more of a background. On the financials over there, you will see that you have \$1 Million of excess or capital reserves, altogether and it is imperative that we demonstrate to the community how \$1 Million will be used over the next few years, because we are a non-profit organization obviously, so part of it needs to be hurricane emergency response, but the majority needs to be how we continue to improve and maintain the capital structure of this community.

Mr. Popowitz: we should make a resolution that to put that money in certain buckets. We did that two years ago.

Mr. Lowe: That has not been done.

Mr. Popowitz: I know it has not been done, but I thought we voted to put that during the last budget cycle.

Mr. Cassel: When we come back with your capital allocations improvement plan, we can allocate the dollars you have currently in your fund balances. You can do it two ways. You can allocate it specifically for the line item, which then you have to go through a bunch of hoops to move it, or you can put it as a bucket and say here are the projects that comprise that money.

Mr. Lowe: We did that to some degree, but I would like to see that schedule you are referring to.

Mr. Cassel: We can put the schedule of what your anticipation dates are.

Ms. Kooiman: Will FEMA reimburse us? Do we have to have everything in by a certain date?

Ms. Wald: You hope FEMA will reimburse you. You cannot say they will.

Mr. Lowe: That is a good comment. He needs to help us, like waiting for the contract, he needs to do all the paperwork to support that effort.

Mr. Cassel: As of yet, when I contacted Mr. Winkeljohn, they had not put in an Application for Public Assistance (PAR). I am trying to get the data so I can put that in and I will put that in.

Mr. Lowe: Who are those guys?

Mr. Cassel: the management company

Mr. Lowe: Should it come from Equator?

Mr. Cassel: The government entity has to put in the request. There are certain documents that are required. There is certain back-up that is going to be required. There is also the proof of what they call, *Cradle to the Grave*, exactly working from exactly where it was disposed of. If that cannot be produced or we do not have that, you are never going to get anything back, but if you can prove part of it, you may be able to get some back. We will start down that process and see what we can do, but there is zero guarantees on that.

Mr. Lowe: I have that on my to do list. What is your experience with your other communities as far as FEMA?

Mr. Cassel: A couple of them we have gotten because they also have canals which are funding source basically told us they do not have any money to do it. The others are coming back. We are trying to go forward potentially after 75% with all the monitoring, but some of the smaller communities where they did not have that much, I have been starting to move my Boards to a self-funded.

Mr. Lowe: No one has any money.

Mr. Cassel: You will not see the money for a year and a half to two years anyway with the process.

Mr. Lowe: Didn't Mr. Winkeljohn say that people were going to start seeing checks within a month? Didn't he say that at the last meeting?

Mr. Cassel: FEMA has not even begun to issue the letters that said this project qualifies. For smaller Districts, my experiences, I went through Hurricane Andrew in South Dade and managed through that process. For smaller communities, if you can self-fund, you are a whole lot better to get your community back in condition for your residents than to worry with the rain damage and paperwork that you go through, because they can also come back after five to seven years and do an audit and take back a bunch of money.

Mr. Popowitz: You and I mentioned in a previous meeting the contract they are supposed to use for small trees as part of the contracts.

Ms. Wald: Part of the agreement says that for the maintenance part of it, that is not what they are supposed to be charging. It says, Where minor debris or fallen trees within the contract is normal capacity to remove or right to state exists, the contractor shall perform inclusive of the

*contract*. The small, little things, no big deal they are supposed to do as part of the contract and not the big trees.

Mr. Popowitz: I believe medium and large, I do not know how you expect me to answer, but I think that last statement that occurred I think someone did not know the definition of small.

Ms. Mihailovschi: He said the ones on Pine Island, they were small.

Ms. Wald: A certain number of small trees get damaged in regular weather for whatever may be known by a landscaper obviously. That may go over and have to be re-staked. What is that diminimus amount that would be included under the contract? Something that is beyond that because of the storm obviously is not going to be something that is included under the contract. When he provides his invoices he should have the detail information that you need as to the location, generally the type of trees that he had the stake and then you can see the number on each one of them and then you can be able to provide, it looks like you are overcharging us, if he does, because some of these are small and diminimus that you should have been able to take care of regardless of what happens, like the storm never occurred versus yes, this is definitely damage from a storm.

#### • Proposal for Replacement Chains for Swings in the Tot Lots

Ms. Mihailovschi: During my inspections of the tot lots, I realized that some of the chains on the swings are rusted or they are losing their chain on the last ones they had so I was thinking that it would be a good idea to check another one within the county and the mulch and all of that and I was thinking it would be a good idea for \$2,000 for the all of the chains. Also, it may be a safety issue because those chains can come down and someone can get hurt. I only have one proposal because those are the people who installed the swings. There are three playgrounds and four swings.

On MOTION by Ms. Kooiman seconded by Mr. Popowitz with all in favor, the Proposal from A&A Playgrounds in the amount of \$2,088 to replace chains for swings in the tot lots was approved.

#### Proposals for Root Barrier Installation for Pavers Area in Corta Bella

Ms. Mihailovschi: This was a proposal to repair the pavers in the Corta Bella area around 86<sup>th</sup> Avenue. Something that he wrote up about the trees, it is not going to happen again because of the pavers. I got two proposals, one is from a company that is called Sousa Construction to install the root barrier. It is a classic root barrier for \$7,850. Equator gave me another one that

was \$8,700 for 24 barriers. I think 24 should be enough. Sousa was \$7,850 and Equator was \$8,700. I made him come down to \$7,800 so that it will be cheaper than the other one.

Mr. Popowitz: I noticed that Equator charged \$8,700, so if you divide it out, it is \$10.24 per foot. My point was that it was not much of a difference and if you got him down and was otherwise satisfied, my thought was to maybe stay with Equator.

Ms. Wald: When you were doing the approval of the redoing the pavers, that you may want to go ahead and look into the root barrier in the direction that he gave Ms. Mihailovschi was to see if the company you just approved for the pavers what their cost would be, well first he said he just wrote in and then if not what the cost would be for the root barrier and that was what Ms. Mihailovschi was obtaining some additional quotes because it sounded kind of high.

Ms. Kooiman: We are looking more at the sidewalk which is almost unusual parts of it because it is so jagged.

Mr. Popowitz: I guess you mean Corta Bella.

Ms. Kooiman: it is unique, Corta Bella.

Ms. Mihailovschi: You have Palm Trees next to Oak Trees. They are all basically challenged. In other communities, you do not have this.

Mr. Popowitz: Is it right when you are coming in?

Ms. Mihailovschi: When you are coming in, you turn to the right and turn again, it is next to the FPL box.

Mr. Popowitz: This was advised to us and it is a potential liability.

Ms. Wald: It was advice that your prior District Manager to attempt to not have to do this in the recent future.

Mr. Lowe: It is an area about five feet wide. It is a small area.

Mr. Popowitz: For \$7,800 this small area?

Mr. Lowe: It is only a five-foot area, correct?

Ms. Mihailovschi: Yes.

Mr. Popowitz: That is very expensive.

Mr. Cassel: I think they are talking about 800 lineal feet of sidewalk five feet wide that is impacted by this.

Mr. Popowitz: When you have already got sidewalks that are buckled, at least sometimes...

Ms. Wald: You already have the approvals to re-do the pavers. That has already been done and approved. The direction that came from that approval was why don't we check into the root barrier system with the same people while they are there and they can go ahead and do it and then it was pretty expensive and Ms. Mihailovschi did not have the authority to spend \$8,000. Therefore, it had to come back to the Board.

Mr. Kuehnle: Is this one of those items we can budget out?

Mr. Lowe: What was the cost of the pavers?

Ms. Mihailovschi: \$10,000.

Mr. Popowitz: Do you know how long it would last if we had not put the root barrier in just from a how much of a savings?

Ms. Mihailovschi: How long has it been?

Mr. Lowe: Six years, seven years?

Ms. Mihailovschi: It has been seven years.

Mr. Popowitz: If we spend \$10,000 over seven years, it is just going to prolong that.

Mr. Lowe: How many comments when you put the barriers out there?

Mr. Cassel: We are doing a community right now that they are putting root barriers all along the sidewalks for Oaks and Palms. They are close, especially as you start narrowing the space between the solid curbing gutters and the sidewalk, and the sidewalk, when you narrow that space, you have a tendency to spread on the top versus go down, even on some of the Royals and stuff like that, you can go ahead and put a root barrier on the back side, especially if you are doing Live Oaks or other campy-type trees. If they did not do a root barrier if you are having a problem after five or six years it may be a standard practice to do it section by section because they are going to cut the root to re-do the sidewalk. The question is when you cut the roots, the roots are going to try to want to grow back, so is it another five years and you are back repairing the same section to date. You put the root area in and make 10, 12 or 14 feet.

Mr. Lowe: We will see what happens and also from a long-term liability of that area.

Ms. Kooiman: This is the only area I have seen Oaks right in that sidewalk.

Mr. Lowe: It may be the only place that we have to do this work. Do we do it with Equator or do we do it with Sousa Construction?

Mr. Kuehnle: Is there any other place than Sousa?

Ms. Wald: What did you get Equator down to?

Ms. Kooiman: \$7,800.

Ms. Wald: They are the ones doing the paperwork.

Ms. Mihailovschi: Equator is our landscaper.

Ms. Wald: no, it is the other way around.

Mr. Kuehnle: Is there a reason we would not want to use them?

Mr. Popowitz: we can put our responsibility on Sousa.

Ms. Kooiman: For capability, Equator, as we know them, but he is cheating his time working on the landscaping.

Mr. Lowe: At the same time, you get to try even better.

Mr. Popowitz: We can have one person do, Equator to do the root barrier and Sousa, they are fully responsible for both.

Ms. Wald: There are things about warranties too.

On MOTION by Ms. Kooiman seconded by Mr. Popowitz with all in favor, the Proposal from Sousa Construction in the amount of \$7,850 to install a root barrier for pavers in the area of Corta Bella was approved.

#### • Proposals for Fence Repair (Hurricane Irma)

Ms. Mihailovschi: I have two proposals to repair the fence throughout Monterra, one from ASAP and the other one from All Fencing and Repair. ASAP sent me a proposal to just replace the PVC gate to be aluminum doors.

Mr. Popowitz: There are two of them. Here is one on the vehicle side.

Ms. Mihailovschi: If you want that, it is going to cost more money, those doors cost \$8,594. If you want to do the same thing that is there right now that little area by your house, it is three feet and the other one is 1,500 feet.

Ms. Kooiman: I wonder if we put a large thorny tree there instead.

Mr. Lowe: That is a good comment. There was a tree right there, but the tree got blown out. Let us talk about VPIN. We have ASAP. What is the total?

Ms. Mihailovschi: The total is \$8,215.

Mr. Lowe: What is the total for All Fencing and Repair?

Ms. Mihailovschi: the total is \$17,500.

Mr. Lowe: What is there to talk about?

Ms. Mihailovschi: The Vista Del Sol emergency gate and the La Costa gate, also at the Vista Del Sol next to the emergency gate. On Terra Mia also there is a piece of picket fence that came off and is behind an empty air box. At Capistrano by the FPL lot, the fence broke too and that is why one of the division gates is closed. The one that we have at the FPL lot at the end close to the tot lot is that big area of chain link fence which came down that has a lot of vines there.

Mr. Lowe: Is that the one by the Linear Park?

Ms. Mihailovschi: Yes. In Corta Bella there is one area behind House #39, at 85<sup>th</sup> Avenue, also the fence came down a little bit. In the area of the Vista pavers, the chain link fence is also leaning.

Mr. Popowitz: All fences will be taken care of for \$8,215, is everything the same?

Ms. Mihailovschi: With regards to the \$8,215, we have to add the ones at Vista del Prado. I do not know how much you guys want to spend.

Mr. Lowe: Let us approve the \$8,215 unless someone has a question and then we can discuss Vista del Prado.

On MOTION by Ms. Kooiman seconded by Mr. Popowitz with all in favor, the Proposal from ASAP in the amount of \$8,215 to repair fences damaged by Hurricane Irma, was approved.

Mr. Lowe: Will the timing be before Christmas?

Ms. Mihailovschi: It will be done before Thanksgiving.

Mr. Lowe: If we do the same, it is \$1,500. If we do aluminum is it \$8,000?

Ms. Mihailovschi: It will cost \$8,594.

Ms. Kooiman: Do we need that wall there? Could we plant something there, the one that blew out during the hurricane?

Mr. Lowe: My suggestion would be with the \$1,500 to plant some trees on both sides of the area just to protect that \$8,000, and it will never be more than \$8,000 in Palm Trees.

Mr. Popowitz: Is this the fence near the fishing area?

Mr. Lowe: There is an extra gate and then the wall, but that is also plastic and the entire structure came down.

Ms. Mihailovschi: Those two gates which came down in front of the FPL, there is a wall, I think, then there is a pedestrian gate, there is an alcove and there is a picket fence.

Mr. Lowe: This gate needs to remain open and you can put a tree right here, or maybe on both sides to give this thing some support, or some bushes, it is not just support from the wind. Maybe two Halloweens ago, someone just kicked this thing and the whole thing went out. It is just to avoid people coming in and doing silly things.

Mr. Popowitz: So, \$1,500 puts it back as it was.

Mr. Lowe: Just give it a try because this is trial and error and the next rainy season if they think it is blowing down with the first rain, and it gets no better, then we will have to swallow \$8,000 or run an idea from the consultant.

Ms. Mihailovschi: In the meantime, I can start investigating what else we can do there.

Mr. Lowe: Except right now it is a little bit wide open.

Ms. Mihailovschi: Why do we need that gate in front of an FPL box?

Mr. Lowe: In an emergency and it is a requirement.

Ms. Mihailovschi: You have a picket fence right next to it.

Mr. Cassel: Depending on the proximity to the FPL gate they have to have certain clearance in front of their switch cabinets, and if you are going to do anything that is going to be openable.

Mr. Rowe: There is a pump over there. There is a sidewalk, and then here is where the fence is. This is a petition over here and a sliding glass door. Perhaps they could not get access to services pumped.

On MOTION by Ms. Kooiman seconded by Mr. Popowitz with all in favor, the prior motion was amended for fence repairs in the amount of \$1,500 was approved as discussed.

#### • Proposals for Cameras Upgrade and Addition

Ms. Mihailovschi: I think there is a small problem with the cameras. The Internet is a little slow. I called Comcast to see how much it would be to upgrade the Internet since I can give the \$100 and I am ready. They also approached me and told me they had a new system and they give you the telephones which they will upgrade all of the gates. They are going to operate it to have 150 and 20 amps., so everything matches here at the clubhouse with less telephones, so right now we are \$1,491 for the four gates plus the clubhouse. That is including taxes. The price on the new system is \$1,538 plus the taxes and all of the other fees we need to pay. If we add it, it is \$1,609.30.

Ms. Kooiman: That is \$200 more. Do we need more phone lines at the clubhouse?

Ms. Mihailovschi: We do not, but they are offering it for almost no money.

Mr. Lowe: Is the problem with the camera truly an internet issue or could it be something else?

Ms. Mihailovschi: I had to focus on it 20 times already. I had Comcast come in, we integrated both of them at the same time.

Mr. Lowe: It is not the wall.

Ms. Mihailovschi: No, I changed the modem 20 times.

Mr. Lowe: Are there any comments or complaints?

Ms. Mihailovschi: I think there is a representative from Comcast. I do not know if you want to talk to him and have questions.

Mr. Kuehnle: This is operating everything, not just that one area.

Ms. Mihailovschi: Everything.

Ms. Kooiman: There is no sense in reviewing an upgrade across the board for \$200 and the repair being \$100.

On MOTION by Ms. Kooiman seconded by Mr. Kuehnle with all in favor, the Proposal from Comcast in the amount of \$1,932.50 per month for an upgrade and addition to the cameras was approved.

#### • Hedge Replacement at La Costa

Mr. Lowe: Is this the one across from the dog park?

Ms. Mihailovschi: The hedge is next to it. This is something that was brought to my attention after GMS quit. It looks like they were working to move the hedges that we have in La Costa next to the dog park and instead of it being on that side, moving to the FPL side because it is shady over there. They are all like that, so they want to just remove the bad ones, and put the plants on the other side.

Mr. Lowe: When they remove those plants, do they put just grass or they do not put anything?

Ms. Mihailovschi: It does not say. It says mulch, but I do not know if it is mulch for outside or the other side.

Mr. Lowe: It will be just grass. There are no plants because the fence is over here and they are taking everything, so it has to be grass.

Ms. Mihailovschi: Is the grass going to grow there? It is so shady.

Ms. Kooiman: It is shady. Maybe we can put something else there.

Ms. Kooiman: This is next to those Crepe Myrtles, isn't it?

Ms. Mihailovschi: It is near the townhomes. The doggy park is here.

Ms. Kooiman: Don't we have some regular trees there too? That is interfering and creating shade.

Mr. Popowitz: Do we have to do this because they are dying?

Mr. Lowe: Those houses do not have any privacy.

Ms. Kooiman: Then they would be looking straight at the fence.

Mr. Lowe: They will be covered on the other side.

Ms. Kooiman: Yes, it is just when you look out, what choice, would you want to look out and see a chain link fence and see the bushes?

Mr. Lowe: Right now they are looking at a chain link fence because the plants are dead.

Ms. Kooiman: I was trying to think that you should replace it with something in and out of the shade so that you can see nice bushes and a chain link fence or do you do...?

Mr. Lowe: Ideally, that would be the best scenario, to replace it with something on the same side that handles the shade. Speaking of trees, what did we do with the tree person in Vista del sol? Did we decide? The emails and the pictures you sent today?

Ms. Mihailovschi: What does he want to do? I cannot remove the tree.

Ms. Kooiman: You have to tell me what you are talking about.

Mr. Lowe: I am talking about the owner who sent pictures of the tree in the hurricane from last night.

Ms. Wald: Did you get something new than what we discussed? You were going to coordinate.

Ms. Kooiman: We could have a certified arborist and evaluate and then take the roots out, but instead he sent pictures to the arborist because comments from the arborist say something about, from the pictures you showed or you sent me, and so we said the tree will stay good. He still wanted the tree out. The fact that we pruned off two major ones on his side will not contribute to the situation of the tree leaning. It is a fairly large tree and then I am writing it, they suggest really writing trees that are greater than six inches in diameter, not circumference. It can go either way, but still we would have to by Broward County Ordinance, have to have something there. It will be whatever the Board decides.

Mr. Lowe: From the pictures, the fence is right there and the tree is right there, one foot or a foot and a half. So, either the tree was badly positioned or the fence was badly positioned.

Ms. Kooiman: The tree was there first.

Ms. Wald: The fence was permanent. I remember Ms. Mihailovschi and I looked at it.

Mr. Lowe: It sounds to me like the tree should be over here. I think that is where it should be. This just does not work.

Ms. Wald: What is the cost of the removal of the tree? Do you remember what Hector told us?

Mr. Lowe: The tree is going to have to be re-planted.

Mr. Cassel: It is too big to transplant.

Mr. Wald: I remember Hector said at the last meeting to put it back in place or take it out. That I remember.

Ms. Mihailovschi: When he takes it out, it is such a small area.

Mr. Lowe: The right thing to do is to take it out and purchase another one. If this is going to be an issue where we have three trees over here like this and nothing here is going to be we are going to have another expense without a tree over here. The long-term solution is that there is never going to be a tree over there. Whoever put the fence over there did not take the tree into consideration.

Ms. Wald: The fence came after the tree, but they probably permitted the fence. That being said, the tree was already there. The tree is there on CDD property, it is probably theirs. He came in later, but again, got a permit and installed the fence. Trees grow, fences do not.

Mr. Popowitz: We decided, I remember from a couple of meetings ago, that if some Royals died or fell down or whatever, you were replacing them. (34:18)

Ms. Wald: According to what Hector said, again not all of us are experts, he believed the tree was uprooted due, in fact, to the poor pruning that was done on the residents' side versus the city side. Again, we can only rely on our professionals.

Mr. Popowitz: If it was me, I would break the tree and move on.

Ms. Wald: That is what we were going to do before.

Mr. Popowitz: If he wants to come in and cut things out, that is his choice to design the property.

Mr. Kuehnle: Is it going to cost as much as it would to take it out take it out?

Ms. Kooiman: You can add it to the punch list.

Mr. Lowe: How much is it?

Ms. Kooiman: I do not know.

Mr. Lowe: Is it \$500, \$1,000?

Ms. Wald: How big was the tree?

Ms. Kooiman: It was six inches and then it splits up and you have got two almost equal branches here. I put it as a medium tree.

Mr. Popowitz: I need to know what it costs to replace them or to fix them so we can compare.

Ms. Wald: You are going to have to bring it back to get those comparison costs. You are looking at least \$500 to \$750 to remove a tree of that size.

Ms. Mihailovschi: I think the big tree was \$300. Do not worry.

Mr. Lowe: How much is it to put in a new tree?

Ms. Kooiman: We are talking \$4,000 to \$5,000.

Ms. Wald: It is not what you want to put there, but what you have to put there.

Ms. Kooiman: They are having a meeting right now on diseases in Broward County and the details. He had to replace so many A trees and so many Bs and since there are no A trees across the entire State of Florida, because there is not enough land, they are asking, will you accept B trees instead if it is a pruned, sprayed or C trees.

Mr. Lowe: How come we do not have a document amended to make that happen?

Mr. Popowitz: We should plant a permanent tree and move on.

Mr. Lowe: That does not help the long-term solution of whether it should be fixed.

Ms. Mihailovschi: To remove that tree will be \$250 and to replace it with something is more.

Mr. Lowe: Let us assume that we replace that tree with a little tree that will grow, it will be \$1,000, so we are talking about \$1,200. The other solution is we just leave it the way it is, stake it, that is a couple hundred dollars, no big deal, but the problem that I have with that is that it is not the long-term solution for neither us or the homeowner. For us, it is always going to cost over here because he owns the air space, so this thing will always look odd, it will be embarrassing, but...

Mr. Popowitz: Every homeowner can do that. I can go to my yard and cut straight up my property line and damage those trees and that is exactly what happened here. We are now encouraging people to go and cut the trees. Yes, they have a legal right to do it, but they are damaging the tree and listen this is an extreme situation because of the hurricane and it probably would not have fallen down otherwise, but it is his action that caused this thing to fall down.

Mr. Lowe: Have we told him that he should not have removed the tree?

Ms. Kooiman: No.

Mr. Popowitz: He has a right to do this. It was his action that brought this about.

Mr. Lowe: There is no resolution because he had the right to do whatever he wants with his airspace.

Mr. Popowitz: That is not true because you cannot cut it to damage it. You have to cut it to whatever the arborist's standards are, but technically you should not cut it down too much. My opinion is that he caused this, I do not want to spend more resident money to put a new tree in for thousands of dollars.

Ms. Wald: Or you do not a fence installed that close to a tree.

Mr. Lowe: It is his property line.

Ms. Wald: You are allowed to, no one says you cannot.

Mr. Popowitz: He left the fence there. We are looking for our tree.

Mr. Lowe: I still feel that the long-term solution is to remove the tree.

Mr. Popowitz: I am with you on that. What about an option of even offering to say we would be happy to say that because that is only going to help you in the short run. However, if you are willing to split, we will pay half to get it out, it might be \$700 for a new tree, but whatever it is we will split it with you and get out there and do it for \$250. Do we care about good will?

Mr. Lowe: Of course.

Mr. Kuehnle: I think it would be different if it fell by itself, but I think what is caused I have less inclination to prove it.

Ms. Mihailovschi: The other thing that is going to happen on the next storm because that tree is leaning towards this tree, it my fall because all of the branches are towards the tree, but I am sure the roots came out so much that I think in the next storm it is going to come out.

Mr. Popowitz: From a legal standpoint, we can also send a notification to all residents saying, We are aware that you have the right to trim, however, understand that if you do that and

it causes damage to the tree, that makes it fall or whatever, you will be responsible. I do not know if there is a way that we can or word it that maybe give them guidelines that they can work with us in advance and sort of cover everyone saying that makes sense.

Ms. Wald: You can always do that.

Mr. Kuehnle: Because if I am the guy that cut the tree, it has been on my grass on my side and then you are going to tell me I cannot.

Ms. Wald: You can cut it. You just have to do it in accordance with City and County requirements.

Mr. Kuehnle: It would be nice to notify everyone of this.

Ms. Wald: That is completely up to you and I am sure the District Manager would love to help you on that.

Mr. Lowe: What are we doing?

Mr. Popowitz: We will tell him we are taking the tree, if he wants he has to compromise to move it or take it out entirely. In the short term, you fix it and save the tree.

Ms. Wald: Can I get quotes?

Mr. Kuehnle: I like the idea of the town will stake it or if we think of a better solution we will take it out and move it and we would consider splitting that with you. I just do not want to get any damage in the grand scheme of things, I just think it is silly if I am going to buy a new Royal for someone, just because, I just do not understand why I want to fight with this guy.

Ms. Kooiman: Only if it is an Act of God or for example, you damage the tree.

Mr. Kuehnle: I am not saying give our money away, I do not want to fight with my homeowner.

Mr. Lowe: Why don't we talk on this one? For \$1,200, even if I am wrong by \$800, even if it is \$2,000 to remove and replace, I go with the long-term solution which is to have that tree in a different location regardless of how it was put in there, who was there, who obtained the permit. It is not a long-term solution for a neither the person or us.

Mr. Popowitz: I would strongly suggest we put some kind of wording out, maybe update to the community, of their right to keep it. I hear what you are saying.

Ms. Wald: You are going to have to get a permit depending on the site of the tree to remove the tree anyway, so it is not like it is going to be an overnight process.

Mr. Lowe: You need a permit to remove the tree?

Ms. Wald: It depends on the size of the tree.

Mr. Kuehnle: Not if you are doing it the right way.

Mr. Lowe: What are your thoughts?

Ms. Kooiman: I am thinking, I was listening to you Mr. Lowe and I am thinking I agree so much with Mr. Popowitz. I am thinking the situation may be better to remove the tree, but replacing it is going to be costly.

Ms. Mihailovschi: She is the one who installed the fence again. I know you can bring a tree there or you bring a little tree and just put it up over there. If you want a grown tree, you have to put it up by the fence and then it is going to cost you money.

Mr. Kuehnle: You can present it to him that we are going to, our plan is proceeding to move the tree. However, in the process, we are going to have to get permits and find out if it is cost prohibitive. At that point, we will come back to you and make an inquiry.

Mr. Lowe: The only way to put another tree there, is through his property.

Ms. Mihailovschi: Through his property or through his sidewalk, but you have a picket fence there. Go on and take the fence down. You are going to have to remove that from it, a big chunk of a fence.

Ms. Kooiman: We have the easement back there. We have trees and another homeowner has extended their fence.

Mr. Lowe: Do we have to replace that tree?

Mr. Popowitz: From an aesthetic point of view?

Ms. Wald: Not aesthetic. You can do whatever you want regarding aesthetics, the question is are they required to replace that tree if you remove a tree? That I do not know.

Ms. Kooiman: We are required to replace, it could be somewhere else on our property, but we will have tree, tree, tree, tree, tree, tree, tree.

Mr. Popowitz: Is there a danger now the way it is?

Ms. Mihailovschi: The only danger is if a big storm comes in here.

Mr. Popowitz: Is there a necessity to take it now while we figure this out?

Ms. Mihailovschi: I am not an expert.

Ms. Kooiman: It has already been stressed a lot.

Mr. Lowe: My suggestion is to get two items and wait for the next meeting to make a decision and find out for sure what the requirements are. Let us find out specifically for that area,

that tree, that size, that color, whatever it is. Yes, we need to replace it with something identical, bigger, smaller, whatever the requirement is, so at least we have the factual information on that. Number two, what does it cost to remove the existing tree and we have to replace it. What are the options for replacing that? We can make a decision on the facts. In the meantime, fortunately, we can tell them that we still got them some information.

#### • Proposals for Gates Preventative Maintenance

Ms. Mihailovschi: Right now we do not have a contract with anyone, but we used to have a contract with Total Entry and the price was \$1,350 monthly and they used to do quarterly maintenance on the gates. The arms were not included, but we used to get a 20% discount, service calls at no charge, unless there was something like vandalism and the gate broke. They will charge us a service call at \$95 per hour and emergency services at \$175 per hour. The company that installed the gate arms, they charge per month \$1,450 with the same thing, with monthly and quarterly maintenance. The arms are included unless it is vandalism. If somebody hit it they will have to pay. You get a 20% discount on service calls or take a 10% discount on parts if there is vandalism. The service call, for example, if Vista del Sol gates stop working suddenly, and they have to come in and look at it, they will not charge us. The other way, sometimes if they have to change some kind of board which broke, because it is old, they will not charge us to replace that board. That board will be included. They have another option which is \$340 monthly with quarterly maintenance. The service calls are \$85 per hour. The bottom line is that you will pay another \$40 for them to come in and do the monthly maintenance. If something breaks or something happens, you pay as you go.

Mr. Lowe: The question I had last time was how much do we spend on a monthly basis on maintenance?

Ms. Mihailovschi: For service calls which are included, we spent from January 2017 until July 2017, \$2,510. We spent \$7,487 on vandalism and then the monthly maintenance fees are always \$1,350.

Ms. Kooiman: That is a lot of money for vandalism.

Mr. Popowitz: I think you have a lot of damage caused by vandalism, correct? The contracts which were excluding vandalism did not make sense.

Ms. Mihailovschi: None of them include vandalism.

- Mr. Popowitz: There was something that was all inclusive where they would cover one more thing, but did not cover vandalism.
- Mr. Kuehnle: Why are so many residents vandalizing? Do they not know when they left there was a gate there and when they came back it is still there?
  - Ms. Mihailovschi: I think now they realize it is there.
- Mr. Kuehnle: I have seen that multiple times where tire irons and gate were off. I have an Expedition and I am sitting there I cannot even see that.
- Ms. Mihailovschi: People have old cars that they see the iron fence open and they do not realize that the arm gate is still down and then they go and they hit the arms, the arms go down, goes over the iron gate.
  - Mr. Lowe: We said we spent \$2,510 in services calls for what period?
  - Ms. Mihailovschi: January 2017 through July 2017.
  - Mr. Kuehnle: Do we reimburse annuals for those, what is our net?
- Ms. Mihailovschi: Some of them I have to follow them, send me a check, send me a check. The companies that hit the gates, like Home Depot, they send me checks. The residents are not as cooperative.
- Mr. Lowe: Can we send them a letter? How much money are we talking about, a couple thousand?
  - Ms. Mihailovschi: About \$3,500. It is not that much.
- Mr. Lowe: It does not sound like a good deal to me because the majority of costs are with vandalism which is not covered.
  - Mr. Kuehnle: It does not make sense to have the cheaper monthly option all inclusive.
- Ms. Mihailovschi: We did more discounts, but you get 20% off for a service call, Total Entry is charging \$95 per hour. ATI is charging \$65 per hour.
  - Mr. Kuehnle: We are not using that for non-vandalism purposes.
- Ms. Mihailovschi: If it is not vandalism, they will come in and they will not charge. If it is vandalism, they charge \$95 and the other one charges \$65. You also have the option to do \$340 which covers the maintenance and then you pay as you go.
  - Mr. Kuehnle: ATI will do the arms, correct?
- Ms. Mihailovschi: Yes. This month, for October, we do not have a contract with anybody, including both of them, so to test them to see how they work. ATI respond right away. They send

me a copy of the work order and then when they are done, they send you back the work order and a completion as to what was done.

Ms. Kooiman: Is the fee that we charge for gate arms sufficient to cover the \$95?

Mr. Kuehnle: To me, let us take Total Entry outside for a second, with ATI we are spending an extra \$1,100 per month, but we essentially only spent \$2,500 in the past six months.

Mr. Lowe: That is \$40 per month.

Mr. Kuehnle: To me, it does not make sense to commit to that, but we may go with the cheaper one if necessary. However, if parts are breaking, we can reassess that.

On MOTION by Mr. Popowitz seconded by Mr. Kuehnle with all in favor, the Proposal from AT&I Systems in the amount of \$340 per month for maintenance of the gates, was approved.

#### ii. Discussion of Second Rover Car Service for Monterra

Ms. Mihailovschi: We have a trial for a couple of months with this security company. The security guard has a golf cart and does rounds at night for 40 hours per week. The cost to do that for eight weeks was \$5,000, so if I break it down, it costs \$1,200 per month plus the guard is \$15 per hour. I do not know if you want to keep on doing it.

Mr. Popowitz: I think we talked about doing it at strategic times during winter break, during times when school is out, when it is more likely that vandals would maybe go into the community. I personally did not want to do it full time, but if we have a plan for certain months like the end of summer, winter break, kind of have those times set to have extra rovers. I do not know that there is a big benefit to doing it at all, but I know there is a need for it previously.

Mr. Lowe: You know that we have a little bit of history over the past two years, that summertime is when things go wild. It becomes the *Wild West* over here and that is two summers, so I agree with what Mr. Popowitz is saying, I would just wait for the summer, not the end of the summer, but this time I will do it immediately in the summer when kids are out of school. Just so we have some data that supports that, that is when we have 10 police officers from the Broward County Sheriff's Office here. Two summers, that is the point.

Mr. Popowitz: I think you mentioned specifically summer vacation. I think it should just be vacation. Winter break and those type of things, those would be the times to focus, whenever school is out, that is when these issues develop.

Mr. Lowe: I was specifically discussing summer. I was not thinking about the winter break.

Mr. Popowitz: I would do it over winter too; whenever that school break is, may coincide.

Mr. Lowe: We can do those two weeks. It is no big deal.

Mr. Popowitz: Would you do it for the entire summer or would you do it from start of summer to end of summer?

Mr. Lowe: We should have this for the entire summer. This past summer we had so many cars stolen or broken into.

Mr. Popowitz: I do not mind doing this, but my concern is that it is purely visual. People are going to commit crime, but they are going to wait the extra half-hour to commit crime. What you saw in the videos that literally five minutes after the rover drove by and did whatever they planned to do, which was nothing. I do not have a problem doing this, but I do not know if it is beneficial just to be visual.

Mr. Lowe: I think it is a little trial and error. All of these things happened when we have a rover. Who knows why this does not happen. It could very well be that everyone is back in school and has nothing to do with the money which has been spent.

Ms. Kooiman: I am not sure the guys who are doing this are really going to be seeing that.

Mr. Kuehnle: Are these the golf carts too?

Mr. Lowe: No, but we hired an actual car.

Mr. Kuehnle: I remember that. My spotlight would turn on. Just a comment on that. There is one of the guys that drives his golf cart, he has got dread locks and I mentioned it to my wife. Every time we see that guy, what good is he? He is wearing ear buds.

Ms. Kooiman: That was not music. They are tuned in via the phone.

Mr. Kuehnle: I saw kids over the fence and I was out looking over to see what they were doing, and that is why when I saw him go by, he was not looking.

Mr. Popowitz: I agree in the sense that I know they told us they are looking for communication. Driving around the community I get, but your job is really to look out and see and notify.

Ms. Kuehnle: That was kind of the point. It just seemed like he was not engaged.

Ms. Kooiman: Maybe you want him to attend the next meeting and do his hard sell.

Mr. Popowitz: Is this going to be the plan for the next calendar year?

Mr. Lowe: The first one that is coming up is Christmas.

Mr. Popowitz: You can authorize this for Christmas and then we will get the plans ready for one time and have a trial plan to see how it goes and do it again.

Mr. Lowe: For me it is a no brainer that we can do it during the summer.

Mr. Popowitz: Let them figure out a plan.

Mr. Lowe: we can authorize this for two weeks during the holidays and develop a plan for the summer.

Mr. Cassel: I do not know if it is budgeted. We will need to look at impacts on the budget and various line items. We can move dollars around to be able to cover this.

#### SIXTH ORDER OF BUSINESS

# Financial Reports as of September 30, 2017

# A. Approval of Check Register

#### **B.** Combined Balance Sheet

Mr. Lowe: I will just tell you guys a couple of questions. I do not know if you had any chance of, you probably did not have any information to dig into year end. The numbers we have over here are for the whole calendar year for 2017, and as I said before, we finished the year with \$337,000 of less expenses and a little more revenue wherever that came from, to budget. That gives us exactly \$1 Million as far as I understand of what I call reserves. The two areas to highlight for the benefit of the people here is August we were over-spent in landscape maintenance and irrigation maintenance. It is a no brainer over there. Obviously, those are the two big vendors and two items, and I wanted to find out why or specifically what invoice or what project or what trigger got over-spent by \$56,000 and \$31,000. Maybe next time you guys can bring us some insights?

The other question that I would make sure that we are starting the year with a footnote. What are the chances that we have with the previous manager is they did not follow accrual accounting. In other words, if something was from January, they would open the books in January. What needs to be done is regardless of when he was paid or the date you post it going forward. You do not post it going back. You do not open your books, you close them when the calendar closes.

Mr. Cassel: we have gone backwards.

Mr. Lowe: I just do not want to get started with the same old problem. I think we all like the schedules over here, but if you have any suggestions feel free. As I said, the one schedule I think we are missing is the one that deciphers or allocates is the \$1 Million, the capital projects

going back. I think the other thing which would be very helpful in every meeting we spend or approve. I love improvements. At this particular meeting, we will probably approve \$50,000. It will be nice to have a schedule, a rolling schedule of that because your next meeting you are going to show us the financials, but none of those \$50,000 we approve today are going to be spent because it goes through the process, the contract, the vendor and all of that stuff. It will be nice to pass a forecast, perhaps because you may ask, the budget shows we have \$81,000 over here, but we forgot at the last meeting that we had authorized \$60,000, so we really only have \$20,000. We have not even started the work. The problem was the estoppel. That thing was \$80,000, we have not even gone through that.

Mr. Popowitz: We paid the deposit.

Mr. Lowe: We paid the deposit, but it will be nice to have a forecast, just because there is no way I can keep track of it unless we go back in every single community.

Mr. Baldwin: In regards to the running tally of all of the different invoices that we are approving each meeting, do you want that literally every one you approved or the ones that have been paid and are actually on their books they be paid off of that list?

Mr. Lowe: Are you talking about this check register?

Mr. Baldwin: No. We were talking at the very beginning about all of the dollar amounts.

Mr. Lowe: What I am saying is that in this particular schedule, for example, the budget for the month or the expenditures for the month, it will be nice to have a comparison right next to it which shows how much has been approved. Call it whatever you want to call it. It is just a reminder for us yes, back in January we approved \$8,000 for the tot lot and then subtract it because the money is already gone. I do not remember what I did yesterday, so there is no way to remember every single meeting all the thousands of dollars that go out the door. Some of the projects take forever.

Mr. Bloom: Is there a list we can start off with?

Ms. Kooiman: I can give it to you.

Mr. Bloom: So we have a starting point.

Mr. Koncar: We are talking about a capital improvement list of the projects being approved. We also ask about an allocation of reserves schedule and then you want that other item in your monthly financials that show your year-to-date actuals, that is what we would call them. In other words, here is your budget and right next to it, here is what you spent for this year.

Agenda Page #42 Monterra CDD

October 25, 2017

Mr. Lowe: What is to be spent.

Mr. Cassel: What is allocated.

Mr. Lowe: What you have spent, you should already have in your books, the money already went out, but the other column, you will have the invoice.

Mr. Cassel: Which means you have committed the funds.

Mr. Lowe: You have committed the funds. The funds are gone. I think that will give us a really good picture of how we are doing on any given month.

Mr. Popowitz MOVED to approve the Financials Reports, Check Register and Combined Balance Sheet; and Mr. Kuehnle seconded the motion.

Mr. Lowe: By the way, you obviously have your own system, so we obviously want to work on whatever suggestions you have in terms of making this better. We kind of like it, but there is always room for improvement. The categories, we put a little effort in the categories, we can concentrate specifically. So, perhaps we should have multiple categories, but if there is a better, easier way, by all means we would like to hear some suggestions.

There being no further discussion,

On VOICE vote with all in favor, the prior motion was approved.

#### FIFTH ORDER OF BUSINESS

# **Staff Reports (Continued)**

#### A. Attorney

Mr. Popowitz: I think we have not discussed about the auditor, the RFP.

Ms. Wald: That is something else we have to talk about. We are going to have to start the process. We need to do the RFP process, which we can go ahead and have your District Manager start it now.

Mr. Lowe: We do need to do that.

Ms. Wald: We will bring it back and do the Audit Selection Committee.

Mr. Lowe: That is a good point.

Ms. Wald: If you want extra stuff, you need to tell them.

Mr. Lowe: Mr. Winkeljohn asked me for the wording, but we did not have any specific requirements for an auditor. We just want someone who specializes in CDDs, obviously, someone other than who we have.

Ms. Wald: Of course, they can submit a proposal, which you are obligated to accept.

Mr. Lowe: It would be nice to have someone who is local, but that is not a deal breaker.

Mr. Popowitz: I believe our HOA President has a comment.

HOA President: I will comment when you are done.

Ms. Wald: I have two items. The first one is your agreement. You have the redlined in front of you. I quickly went through the changes. Most of what you are seeing is the redlining I did. If you go to Page 2, you will see the two shaded areas. These were the redlining that I took out and if you go to the comment it says, *This provision should remain specifying that the services must comply with the law and industry standards*. I do not necessarily have a problem with that, so we will craft some language. That would be fine with me unless anyone has a problem. If you go to the next page, which is Page 3, it is the bottom of Page 2 and the top of Page 3. This is *Waiver of Conflict* matters. You will have your District Management will obviously represent other Districts, and so sometimes there is a potential conflict of interest that may occur. I always recommend to my clients that if there is a conflict of interest, it should come in front of the Board and the Board does an actual written waiver. What they are asking in this language in my opinion is you are waiving it automatically if it exists.

Mr. Popowitz: I like your comments.

Ms. Wald: I will *stick to my guns* on that. Go to the next page. On the top, you will see a comment which says, *This sentence needs to remain in place*. I struck out the late fee, the 1.5% fee charge for payments made after 30 days after *notice*. That is completely up to this Board because that is really not a legal matter, but it is one I do not have any of my other contracts.

Mr. Popowitz: Why?

Ms. Wald: Because they are the ones who pay.

Mr. Popowitz: Isn't that a separate schedule which the Manager checks?

Ms. Wald: That is correct. Unless there is some kind of analog, obviously you can try manifest it.

Mr. Lowe: Is there a very strong opinion over this?

Mr. Koncar: No, we usually have that. That is something that we just put standard language in our contracts that we have not had a problem necessarily with our Districts in getting paid on time, but we just put that in there as standard practice.

Ms. Wald: This is completely up to the Board. I just wanted to point it out to you.

Mr. Lowe: Would it be in good faith to say 60 days, rather than nothing, unless you do not want to do that?

Mr. Popowitz: Do we have any other interest in any other matters?

Ms. Wald: I think you have time to address prompt payment. It is a factual question, it is really not a legal question. I wanted to point it out to you that it did not have Performance in your agreement. Let me know one way or another.

Mr. Popowitz: If there is no reason to have a meeting, does that mean the prior check will have interest?

Mr. Lowe: We do not approve the checks. They will get paid no matter what, so that is why it was redlined.

Ms. Wald: Again, they want it.

Mr. Koncar: Instead of the 1.5% as a penalty, why don't we just put in here *complies with* the Prompt Payment Act.

Ms. Wald: I have no problem with that because that is the law. Go to the next page. I was OK with that. Go to one THEREAFTER, which is right above 6. Miscellaneous. I crossed a bunch of stuff out and they added, Manager's liability shall not exceed an amount equal to twice the amount of the annual compensation for such references during the agreement year in which such cause of action and of claim is raised against the Manager. They are saying, We can make this twice the annual compensation somewhat potential liabilities required. So, they want to have a limitational liability for their negligence, I had crossed it out. They are asking for it to be having a cap. Obviously, you are going to have an insurance provision and you will see that the insurance provisions which are in here that was also part of their proposal in the amounts they had in there are part of their proposal, they are asking for a cap as to being their compensation on the insurance provisions. So, again, it is a factual thing. It is not necessarily legal. It is as to your squeal point and what you are comfortable with.

Mr. Popowitz: Essentially if there were a major issue, we are not limited.

Ms. Wald: We still have \$7,068 028 too which I also remembered.

Mr. Koncar: You also have the \$2 Million in general liability and \$1 Million in commercial prime insurance.

Ms. Wald: That is correct. They do have the insurance in here, the question is if you are comfortable with those insurance limits and this limitation. It is up to you, and it was the insurance limits they included in their proposal. That did not change.

Mr. Koncar: It is the \$2 Million and the \$1 Million.

Ms. Kooiman: I am happy with it.

Mr. Lowe: I am OK with that.

Ms. Wald: You are OK with that provision?

Mr. Lowe: Yes.

Ms. Wald: I never liked any of those provisions, but I am a former insurance defense attorney. I do not like any of those provisions. I have to point that out to the clients. If you are OK with it, I am OK with it and we will let the change go through. If you are looking to approve this, I want you guys to know exactly what is in here since we are all looking at it together from their changes. We already talked about, Mr. Cassel, as we were going through this with the records retention, and he actually has a Resolution that he is going to ask for you to approve regarding records retention and having a custodian. That will take care part of this language and we will change this language to that Resolution. This is new. I have not seen this because this was not part of their original contract they sent to me, the 6.8 Dispute Resolution. Using the AAA for a Dispute Resolution again, I just wanted to point that out to you that it is completely up to you whether you want to approve that or not. I have my own personal thoughts on Dispute Resolutions.

Mr. Lowe: What are those?

Ms. Wald: I find that you are paying an arbitrator or mediator, but there is nothing wrong with it. The language itself is fine if that is something the Board is OK with from a legal standpoint it is fine, again it is just a personal opinion.

Mr. Popowitz: Why have the arbitration? If it is not resolved, I do not a, I would rather not either, but if you are going to do the mediation first and it is not resolved, I do not want the third party to be able to bind arbitration. I want to be able to pursue.

Ms. Wald: So, the mediation is fine and the arbitration go. The Independent Contractor is new, but I have no problem with that. Waivers is new, I have no problem. Non-Solicitation, Assignment and Counterparts were all new. I have no problem with those. We already discussed

the Public Records. *The District shall make all determinations as to what constitutes confidential or exempt public record.* The problem with this is that language in and of itself is fine, but the problem is this is the statutory language and we cannot necessarily add anything to it, so we will have to put that somewhere else.

Mr. Kuehnle: Why don't you put *The District shall exceed*...

Ms. Wald: We will have to just take that out because we have to follow the Statute as is. We cannot actually make any changes to that language from a Statute, which is what I put in there and added to it. The Exhibits which are added, the language was fine with what they put in there, we made a few changes. If you go to the *Fee Schedule*, what happened, you will see some redlining there, I took the proposal numbers and that is why you will see some changes to make sure that it matched the proposal that we provided to you because that is what you approved, and other than that I think you are fine. You can go ahead a motion based upon the changes that we discussed. We will change some of the language from a legal aspect, when we have our telephone conference on Friday. It would be a motion to approve in substantial final form given the authority to the Chair of the Board or in his absence, the Vice Chair, to execute the agreement upon approval by a legal act.

Mr. Lowe: I have a question. Is the termination at 60 days?

Ms. Wald: Yes, it should be.

Mr. Cassel: Yes.

Mr. Lowe: Given the Exhibit B on the \$1,000 one-time final transition fee?

Ms. Wald: That was in the original proposal. I did not change anything that was from their Proposal in Exhibit B.

Mr. Lowe: This will be payable up front, I suppose.

Mr. Cassel: Yes.

Ms. Kooiman: I will make the motion to approve.

Ms. Wald: Based on the changes we discussed and the other ones we looked at.

On MOTION by Ms. Kooiman seconded by Mr. Popowitz with all in favor, the agreement with Severn Environmental Services, LLC for District Management Services was approved as amended, and the Chair, or in his absence, the Vice Chair was authorized to execute said agreement in its final form.

Ms. Wald: The only other thing I would have and again, I spoke to Mr. Cassel about this prior to today's meeting, you originally had meetings on Monday nights and the schedule that we discussed with your District Manager and also when we looked at the schedule from our firm, it would be preferable to go back to, if at all possible, if that is not problematic on Monday nights again.

Ms. Kooiman: I would prefer that.

Mr. Lowe: The third or the fourth week?

Ms. Wald: The fourth week is what you originally had.

Mr. Lowe: The challenge with the fourth week if we 27<sup>th</sup> of November is we are basically looking at the November financials at the end of November, so a whole month went by and we do not have any idea.

Ms. Wald: Are you going to have that same issue with Severn Trent?

Mr. Lowe: Obviously November is not finished, so there is no way you are going to have financials.

Mr. Cassel: You would have your October financials at the November meeting.

Mr. Lowe: Is it possible to do it the second week?

Mr. Cassel: You will not get your financials done. When you close your month at the end of the month to get your financials, in order to get your package posted seven days prior to your meeting, that is seven days and then financials in the package has to be prepped five to seven days or better before that. So, you are talking 14 days before your actual meeting is when you are doing your financials package. If you meet before the 15<sup>th</sup> or 20<sup>th</sup> of the month, they have got one day to do your financials.

Mr. Lowe: How long does it take to prepare the books?

Mr. Bloom: It takes at least two days.

Mr. Lowe: Do you have a conflict on the third?

Ms. Wald: I would not mind getting rid of them. Let me rephrase that. It is all based on location, not the individuals that comprise the Board. Is the HOA the third or the fourth?

Ms. Mihailovschi: it is the fourth.

Ms. Wald: Do you want to do it on the third Monday of the month?

Mr. Lowe: I prefer the third week.

Ms. Wald: I am OK with that.

Mr. Lowe: Does it have to be a Monday or a Wednesday?

Ms. Wald: I would rather do it on Monday.

Mr. Lowe: When is the next meeting?

Mr. Cassel: It would be November 20, 2017. It would be the third Monday of the month.

Mr. Lowe: I would suggest that the next meeting be the  $13^{th}$  because the week of Thanksgiving is the week of the  $20^{th}$ .

Mr. Popowitz: if we move it to the 20<sup>th</sup> because of that, we can move it to that day.

Mr. Lowe: Will you have books made by the  $13^{th}$ , or one week before, by the  $6^{th}$ ? If we post the books for November  $3^{rd}$ , send them out on the  $6^{th}$ , that should be fine.

Ms. Kooiman: Is the 13<sup>th</sup> Veterans Day?

Ms. Wald: No, that is the 10<sup>th</sup>. It is observed on the 10<sup>th</sup>.

Mr. Lowe: So November 13<sup>th</sup>?

Mr. Bloom: It is going to be tough because we are transitioning.

Ms. Wald: Do you want to keep your November meeting date the same?

Mr. Lowe: We will move it to the 20<sup>th</sup>. If it is OK, we will get financials on that day. I know you have to send the financials a week prior.

Mr. Koncar: we have to have the agenda and all the attachments prepared and posted a week ahead of time.

Mr. Lowe: Even the financials? Is that by law?

Ms. Wald: What is by law is you have to post and have available on their website all of your agenda and any documentation you have available at that time.

Mr. Lowe: If we do not have the numbers, we do not provide them. We can just provide an agenda.

Ms. Kooiman: How about the 20<sup>th</sup>?

Mr. Lowe: Is there a problem with A/P or anyone taking off that week? I am here.

Mr. Kuehnle: I am here.

Ms. Kooiman: I am here.

Ms. Wald do you want the  $20^{th}$  then? So, you are going to move the November  $22^{nd}$  meeting to November  $20^{th}$  and the remainder is going to be the third Monday of the month at 6:00 p.m.

Mr. Lowe: The next one will be December 18<sup>th</sup>.

On MOTION by Mr. Kuehnle second by Ms. Kooiman with all in favor, the remaining Fiscal Year 2018 Meeting Schedule was amended from the third Wednesday to the third Monday of the month at 6:00 p.m., commencing with the November 20, 2017 Meeting to be held at the Club at Monterra, located at 8451 Monterra Boulevard, Cooper City, Florida.

#### E. District Manager

Mr. Cassel: We did pick up from the HOA the study on the irrigation. We are going through proposals regarding some changes on irrigation. We are looking into that to make sure we do not go down a wrong path on some of that. The study is from Ms. Mihailovschi on the proposal from Research Irrigation on some issues with the irrigation line and stuff like that. We are trying to come up to speed on it, see exactly what the issues are so we do not run down a road you do not need to go down and waste money on something which may or may not be necessary.

Mr. Lowe: Did we pay \$15,000 for this study and I am not sure what happened, but the whole idea was actually similar to the capital improvement plan to assess the entire web of irrigation system we have and come up with a multi-year plan to have a better system over time. That was their intention and that is still their intention, and we have not done much about it.

Mr. Popowitz: To upgrade in the sense of having automatic control, I think right now they do each unit and control it by section, as opposed to having a centralized unit that controls by turning valves on or off to redirect flow if needed on certain pumps versus another pump. You do not have that possibility now. I think that is one of the objectives, if possible. It seems that it is possible, it is just going to cost a fortune.

Mr. Cassel: The other thing is, we do need to set Resolution 2018-02 which does two things. Ms. Wald, please correct me if I am wrong. By law, you need to designate now a Records Custodian and a contact person for researching numbers for when a Records Request comes in, it just goes to them and they handle it. At the same time, a records retention schedule so that you follow the Statutes that require certain documents become filed over a certain period of time, beyond that you do not need to keep them. Once you get past a certain standard record retention, then there is continued ongoing cost because you keep building up all site storage capacity for your hard cover records. What I have prepared and Ms. Wald referred to in the contract is Resolution 2018-02 which is a Resolution of the Board of Supervisors of the Monterra Community Development District designating a Records Management Liaison Officer and adopting the

Records Retention Schedule, which will be in accordance with Chapter 119, which is your Records Retention Schedule, which is part of this schedule which has the recordings kept for three years, other documents, three years, five years, whatever it is. I place that before you at this time.

Mr. Kuehnle: Who is the Liaison?

Mr. Cassel: It would be Severn Trent Services, as the Liaison and that will also go on your website as the Liaison contact information falls straight to them.

Ms. Wald: With all the contracts, what we will do is we will send that Resolution to every single one of the members that you have currently under contract, so that they have that information as well.

On MOTION by Mr. Popowitz seconded by Ms. Kooiman with all in favor, Resolution 2018-02, Designating a Records Management Liaison Officer and Adopting a Records Retention Schedule was adopted.

Mr. Lowe: Are they paying Conflict of Interest right now? Do you have any conflict with vendors, any of the managers or supervisors here?

Mr. Cassel: Not that we are aware of, no.

Mr. Lowe: Is there anything else?

Mr. Cassel: That is it for now, we are looking forward to working with all of you.

HOA President: I represent the HOA. Welcome. Anything we can do from our side to help you guys. Welcome to the wonderful world of Monterra. I did have one question for you. We were talking about social projects and we have two events coming up. We are looking toward next year perhaps to make some changes at the clubhouse, as sort of a monthly, perhaps bringing a vendor, like a kids craft person who would come in and the HOA would pay for that. There are those things for which we need any sort of additional approval from you which would make sense for the community and we would set ourselves up a schedule so people can come whether it is crafting or an exercise thing.

Ms. Wald: Those are the things I would be concerned about would be the insurance, the liability and all of that being done and making sure we are in compliance with any rules and if we needed to change any rules, then we would have to go ahead and do that. I would suggest what you are thinking of doing, provide that to Ms. Mihailovschi, and her and I can work on it to see what needs to be done, then it can be presented to the Board and the Board can approve it.

Miscellaneous discussion took place.

HOA President: the next question is going to sound extremely stupid and I apologize. Are these roads public or not?

Ms. Wald: Where is your District Engineer?

HOA President: I will give you the answer from Cooper City. The Growth Management Director says these are private streets and they require a permit to come in here.

Ms. Wald: That is wrong because all I have to do is read the Engineer's Report.

HOA President: I am asking because we are trying to find out about, not just the parking, but the situation with all of the shrubs and all of that kind of stuff like on the swales.

Mr. Lowe: I think that is a very good question obviously because I was just going to ask about the parking. Is it possible to get a definitive opinion on that question and the secondary question is how, if any, can we afford parking?

Ms. Wald: Those are two totally different items.

HOA President: Before we jump to whether or not investigating it is public, right now the public as far as we know. If they are not coming in here to remove debris, perhaps we can send a letter to them.

Ms. Wald: Here is the problem. It is not just Cooper City. Let me phrase this differently. Almost any governmental entity, Miami-Dade County, Broward County, Palm Beach County and all of the cities in between, I will even to with Martin County, St. Augustine, just keep going. They do not understand that a Community Development District is a governmental entity and a special purpose government and they also do not understand if the CDD is the one which owns the roads that they are public roads. We have to educate on a regular basis and explain that to these different cities and entities.

HOA President: Whose role would that be do this education for a specific situation from our community?

Ms. Wald: It is usually District Management because you do not have to be me to have to tell the City that these are owned by the CDD roads. It is on the Property Appraiser website and the Engineer's Report. It was paid with the public funds. These are public roads and you should be enforcing it and by the way, remember that house over here, from a couple of meetings ago? We told them and they understood it and they were like we will patrol and do everything, so you

know the police department knows that, so it is really just an education type of thing. City Manager, please tell your people that you are talking to that they are public roads.

HOA President: Somehow these employees do not even know.

Ms. Wald: They are City employees and so they take it from their boss and their boss is whomever that boss is. It is usually the Manager and if the Manager does not know, they are not going to know.

HOA President: We have been calling and calling the City continuously, and not a long parking conversation that we had, and the clean-up. Their perception is the only reason they are coming into Monterra is because we received additional FEMA funds to clean up Monterra. That is their perception.

Ms. Wald: Is it perception or reality?

HOA President: It always seems we have had a disconnect with the city.

Mr. Popowitz: Did we send them a letter to them just advising them?

HOA President: I think this education process Ms. Wald is talking about, needs to happen.

Ms. Wald: I think and of course, or Supervisor, Mr. Pulcini is not here, that he is for conversations and he has talked to them and explained to them multiple times these are public roads. Whether it gets down to them, I do not know.

Mr. Popowitz: Don't we need to get permits from them regarding events here at the clubhouse?

HOA President: Correct. Going back to what Mr. Lowe was talking about as far as parking, they are extremely flexible with us. Whenever we make recommendations or ask us, they are willing to listen.

Mr. Lowe: Let me make sure I understand the facts. These are public roads paid for with public funds. Are they owned by the CDD?

Ms. Wald: My understanding is they are.

Mr. Cassel: We are going to verify that.

Ms. Wald: I am not 100% certain that all of them are, because this is a very big District. I am trying to look for the Engineer's Report on your website.

Mr. Kuehnle: I think that one is with the City. With regards to streetlights, I have one right outside my bedroom window and I prefer not to see the date on it.

HOA President: We pay the bills technically with the City. The City should be paying the bills. We contacted FP&L, and they say that it is the City. Ultimately, if there is a pothole in the street, who repairs the street?

Mr. Lowe: That is my question. When someone tells me that these are public roads, my understanding is that it is the City of Cooper City that owns them.

Ms. Wald: No. Public can be any public entity. So, you have state, you have county, you have city, town, you have Special Districts. This is a Special District.

Mr. Lowe: It is the public owned by a Special District.

Ms. Wald: Right. When you look at plats it will talk about being dedicated to the public. That is open to everyone.

Mr. Lowe: The assumption is that those are public roads owned by the City.

HOA President: Correct.

Ms. Wald: We are a special purpose local government entity.

Mr. Lowe: That means to me that we are responsible for, if there is a pothole, the District is responsible for repairing it.

Ms. Wald: Right, except we have a Maintenance Agreement. The answer is yes.

Mr. Lowe: Can I also make an assumption that either for parking purposes, we are responsible for enforcing parking on Broward streets.

Ms. Wald: Yes, not necessarily, we do not have police powers. We cannot enforce because we do not have police powers and that is why we want cops to come in and check Chapter 316 of the Florida Statutes, which is the traffic laws of the state. We ask them to enforce County and City Ordinances because they are the ones with the authority to do it. The District cannot.

Mr. Lowe: Is that why we cannot pass it on to the HOA to some degree?

A Resident: It is funny that you say that because it is like *he said*, *she said*, I called the police once when a gentleman was repeatedly parking on my lawn on the corner and it was actually CDD property and they told me they cannot touch it because it is private HOA property. He was misinformed. He feels we need a permit system to make sure they are enforced. When you guys are replaced or step down, when the next group comes in we are going to start this over again. We need a permanent system.

HOA President: Why don't we do a memo which we can have internally, that the various cities, municipalities, whoever needs to send it, have that on file.

Mr. Lowe: We are talking about different things. We are talking about memorializing what we learn so the next group does not go through the same learning curve, but I am talking about, you say that we do not have policing powers, but it is not practical that we are going to have BSO here giving out tickets.

Ms. Wald: Keep in mind too, because we did not go to the second step. We probably should be doing tonight because we probably should put this on an agenda, but we are just talking general we are not going to make decisions.

Ms. Wald: You can also go ahead and do a rulemaking process to have specific rules over, as long as you are not violating any other laws, open your streets and ask to park which may otherwise be allowed and have a reason, like parking should not be occurring, in certain areas. With that rulemaking process pursuant to Chapter 190, which was adopted 1½ years ago by the State legislature, you can actually engage a towing company to then tow vehicles that violate your rules and regulations. That is going another step. You still have to have rules and regulations and I do not have all of these in front of me. I would suggest that what we do is have this as a discussion item on an upcoming agenda. I pull all of the rules and regulations, work with your new management also, obtain everything from the Engineer's Report, have everything put in a memorandum form as to what you can do and what you cannot do. I am being kind of specific, but if you have everything in front of you and you say these are the problems we have in the community. What can we do to potentially resolve those problems? I think that is kind of what it sounds like and I think then we send everything to the City and they know exactly what we are doing and what is coming up.

HOA President: I had planned to make an evaluation. As you are aware, we used a car that used to go around and glue the stickers until our attorney looked into the rule that we counteracted what the city was doing.

Ms. Wald: This is because the HOA, and I remember looking at this and their rules had something to do with this.

HOA President: We were telling people not to park on the swale and Cooper City ordinance is to park on the swale versus parking on the street. We were the complete opposite. It was a mess. I just go back and I ask the new District Management to sort of bond our relationship with the City. I think it is a lot of education and if we can get to find out. If you simply go back

to try to find plans for this community, there is nothing related to 2005. Cooper City is not as organized as you would hope, so there are a lot of holes in the system.

Mr. Lowe: So, two items to take away, one starts with an education process with the City so they can start to get their act together if there is any room for that, and number two, by totally supporting your idea in terms of research for the next meeting, find a permanent solution for how to manage parking on our own, whatever that grade of thinking is, whether it is a combination of what is handled by the CDD or whether we can get involved with the HOA or vice-versa, whatever the solution is, but at least to have a solution that we can all sign off on. I think that will be great.

HOA President: If you can give us how to do something.

Mr. Lowe: Whatever the solution is, I will just open it up to whatever creative solution we can come up with, understanding we want to work together as one unit.

HOA President: Just out of curiosity, since you stopped putting stickers on have you seen an uptake on parking issues?

Mr. Lowe: This is the number one problem of the community. It is the curbs, number one, it is the people parking on the side streets.

HOA President: What about the bus stops? All of these cars just park all over.

#### SEVENTH ORDER OF BUSINESS

Adjournment

There being no further business, the meeting was adjourned.

Kenneth Cassel	Ricardo Lowe
Secretary	Chairman

**3B.** 

# MINUTES OF MEETING MONTERRA COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Monterra Community Development District was held Wednesday, October 25, 2017 at 6:00 p.m., at the Club at Monterra, located at 8451 Monterra Boulevard, Cooper City, Florida.

# Present and constituting a quorum were:

Ricardo Lowe Chairman
Greg Popowitz Vice Chairman
Susan Kooiman Assistant Secretary
Chuck Kuehnle Assistant Secretary

Also present were:

George Miller District Manager

Kenneth Cassel Secretary

Ginger Wald
Maria Mihailovschi
Robert Koncar
Stephen Bloom
Alan Baldwin

District Counsel
Castle Group, LLC
Severn Trent Services
Severn Trent Services
Severn Trent Services

Residents

The following is a summary of the discussions and actions taken at the October 25, 2017 Monterra Community Development District's Board of Supervisors Meeting.

# FIRST ORDER OF BUSINESS Roll Call

The meeting was called to order and the roll was called.

# SECOND ORDER OF BUSINESS Organizational Matters

#### A. Oath of Office to Mr. Chuck Kuehnle

Mr. Kuehnle was sworn in before the meeting, therefore, he is duly seated as a Supervisor.

The new management team from Severn Trent Services discussed their plans for the District.

• Supervisor Pulcini's questions were answered regarding audit issues.

- Mr. Miller spoke to a representative of the management company for the HOA.
- The next step is to get a contract executed. A conference call will take place between Ms. Wald and Severn Trent's attorney to finalize the contract.
- Mr. Cassel indicated Severn Trent staff has been in discussions with GMS
  regarding the boxes of files. Severn Trent staff will perform an inventory to ensure
  all necessary records have been received. They also sent a cd of information and
  the financials electronically.
- Mr. Koncar indicated a Resolution which authorizes Severn Trent to act as Manager will be presented this evening, and once the contract is executed, bank accounts will be set up.
- Mr. Cassel recommended possibly editing the website. A package will be prepared with recommendations.

#### **B.** Designation of Officers (Resolution 2018-01)

- This Resolution will set the slate of officers for the District.
- Ms. Kooiman proposed to have Mr. Lowe continue as Chairman and Mr. Popowitz continue as Vice Chairman, with the remaining Supervisors to be Assistant Secretaries.

There being no further discussion,

On MOTION by Ms. Kooiman seconded by Mr. Kuehnle with all in favor, Resolution 2018-01 Electing Officers of the District, with Mr. Ricardo Lowe to remain as Chairman, Mr. Greg Popowitz to remain as Vice Chairman, Mr. Robert Koncar to serve as Treasurer, Mr. Stephen Bloom to serve as Assistant Treasurer, Mr. Kenneth Cassel to serve as Secretary, Mr. Massimo Pulcini and Ms. Susan Kooiman to remain as Assistant Secretaries and Mr. Chuck Kuehnle to serve as Assistant Secretary, was adopted.

# THIRD ORDER OF BUSINESS

# **Approval of Minutes**

- A. September 18, 2017
- B. October 11, 2017

Each Board member received a copy of the Minutes of the September 18, 2017 and October 11, 2017 Meetings, and Mr. Lowe requested any additions, corrections or deletions.

- These minutes were transcribed by GMS.
- Mr. Cassel discussed the possibility of transcribing summary minutes in the future.

- Ms. Wald commented she found it both helpful and harmful with litigation to have verbatim minutes. Legally, every action to be taken must be placed in every motion, and there should be a summary of discussions for the benefit of the public. There are no requirements for verbatim minutes.
- The audio recording is kept by Statute for three years.
- Mr. Cassel offered to have the Recording Secretary transcribe a verbatim and summary set for comparison, to which the Board concurred.

There being no further discussion,

On MOTION by Mr. Popowitz seconded by Ms. Kooiman with all in favor, the Minutes of the September 18, 2017 and October 11, 2017 Meetings were approved.

#### FIFTH ORDER OF BUSINESS

# **Staff Reports**

# A. Engineer

There being no report, the next item followed.

# C. HOA Representative

- Mr. Lowe wants to know whether the invoice for the hurricane pick-up was paid.
   Ms. Mihailovschi met with Hector and was told the hours of 7:00 a.m. to 7:00 p.m.
   were correct. He indicated the estimate was a special price for Monterra.
- Ms. Wald commented the District has 30 days under the Prompt Payment Act to make the payment. However, specific questions were addressed to Ms. Mihailovschi. This invoice does not have to be paid immediately and the Board may motion to reconsider the invoice, but Supervisor Pulcini, who voted in the negative cannot participate in making that motion. As of now, the payment was authorized from the prior motion, but it has not yet been paid.
- Mr. Lowe is concerned and would like to verify whether they actually worked for 12 hours per day. In fact, by law they should not start working until 8:00 a.m.
- Ms. Mihailovschi described the clean-up.

On MOTION by Mr. Popowitz seconded by Ms. Kooiman with all in favor, approval of the invoice from Equator for hours spent for hurricane pick-up, shall be reconsidered at the next meeting upon further discussion.

- The original Equator invoice contained a special project for mulching in a not to exceed amount of \$45,000, but the final invoice had a six-figure price after they did the majority of work. Mr. Lowe indicated more work updates should have been provided.
- Mr. Lowe discussed objective ways to measure performance. He requested one KPI scorecard specifically for Equator and eventually for irrigation, as they are the two largest vendors in the District and he is concerned whether this item has been managed properly.
- Mr. Popowitz asked for Severn Trent's opinion. Mr. Cassel recommended having
  the landscaper set up a quadrant on a pattern, and one month he may cut the pattern
  in one direction and in another month they may cut it in a different direction, only
  because of rain or other anomalies.
- Mr. Lowe recommended they submit a monthly or quarterly report. Mr. Popowitz recommended a report every month for the time being.
- Ms. Mihailovschi commented there are winter events scheduled.
- The parking lot will be closed for the movie night.

# D. Clubhouse – Monthly Report

- i. Request for Approval:
  - Proposals for Splash Pad Equipment Paint
  - Proposal for Comcast New Telephone System & Internet
- Ms. Mihailovschi indicated there are two proposals, one from First Choice Electrostatic for \$1,751, and the other one from All Out Rail Services for \$5,365. Electrostatic will sand the area.
- Ms. Mihailovschi commented Comcast's quotes for the cameras were missing a couple of numbers, so she recommended tabling it to next month.

There being no further discussion,

On MOTION by Ms. Kooiman seconded by Mr. Popowitz with all in favor, the Proposal from First Choice Electrostatic in the amount of \$1,751 to paint the splashpad equipment was approved.

#### • Proposal for Pipe Repair on Lake 17

- Mr. Popowitz indicated the Board needs to determine where the budgets are coming
  from for this work. Ms. Mihailovschi commented the first choice is for the full
  maintenance and repair, and to take the money from the general fund.
- A pipe from the irrigation became loose, so she sent an irrigation proposal to a vendor and they sent a diver to check on everything. Mr. Popowitz commented there is something wrong with the screen and recommended conditional approval, if necessary. There may be a break somewhere with sand getting in.

On MOTION by Ms. Kooiman seconded by Mr. Popowitz with all in favor, the Proposal from Research Irrigation in the amount of \$1,350 for irrigation repairs on Lake 17 was approved contingent upon repair of the screens.

Mr. Lowe commented there was a broken sprinkler on Sheridan at the sidewalk and
it has been this way for several months and should go back to the punch list. It is
important to keep track of how long items remain on the punch list, as well as the
lifetime value of a punch item.

#### • Proposals for Perimeter Walls and Columns Paint

- Ms. Mihailvoschi indicated this was discussed at the previous meeting and she only received one estimate from People's Choice for \$20,870. They will paint both sides and all of the columns, but they have to pressure wash first. The area is by Vista Del Sol, near University Drive at Sheridan and Solan. The columns are a top priority. They have blackened mold and the paint is coming off.
- Mr. Lowe suggested doing a quarter of the community now, as opposed to one small area every three months in order to get a better deal. He does not want to spend \$20,000 without a whole picture of the entire project.
- Ms. Mihailvoschi commented this proposal includes everything which needs to be painted.

- Mr. Lowe recommended a schedule which indicates how much was spent during any given month for the clubhouse, which will allow the Board to see how the money will be allocated and where it is coming from. This was addressed briefly, but the Board never saw a final product or schedule that takes into account all major capital items, such as pool and tennis court resurfacing. All of those items are \$10,000 and above and make or break the budget.
- Mr. Cassel recommended looking for a Capital Improvements Program, mapping
  out plans over the next three to five years, which can be allocated to change the
  assessments and build up some cash. Mr. Cassel will also do some more site visits.
- Painting of the columns will cost approximately \$12,000.
- Ms. Mihailovschi indicated there is \$84,475 in reserves for the period ended September 30, 2017. Mr. Cassel commented the District budgeted for Capital Projects Reserve \$118,420.17. Approximately \$33,500 was spent, leaving a balance as of July 30, 2017 of \$84,475.

On MOTION by Mr. Popowitz seconded by Mr. Kuehnle with all in favor, the Proposal from People's Choice in the amount of \$20,870 to paint perimeter walls and columns was approved.

- Mr. Lowe commented there is \$1 Million of excess or capital reserves, and it is
  imperative the Board demonstrates to the community how \$1 Million will be used
  over the next few years. A majority of the money needs to be for improving and
  maintaining the capital structure of this community.
- Mr. Cassel suggested allocating dollars in the current fund balance when they come back with a Capital Allocations Improvement Plan.
- The FEMA reimbursement was discussed. Apparently, GMS started the process, but had not submitted the Application for Public Assistance. Severn Trent will complete the process. However, there is no guarantee the District will receive a reimbursement. Mr. Cassel indicated the District will not see the money for one to two years with the process. FEMA has not even begun to issue letters indicating this project qualifies. Mr. Cassel suggested the possibility of self-funding, to get the community in better condition for residents, as the process is much quicker.

Tree damage was discussed. A certain number of small trees get damaged in normal weather for whatever reason which may be known by a landscaper. Some trees may have to be re-staked. When the landscaper provides invoices, he should have the detail information as to the location and the type of trees which had to be staked.

# • Proposal for Replacement Chains for Swings in the Tot Lots

 Ms. Mihailovschi presented a proposal from the company which installed the swings. There are three playgrounds and four swings.

There being no comments or questions from the Board,

On MOTION by Ms. Kooiman seconded by Mr. Popowitz with all in favor, the Proposal from A&A Playgrounds in the amount of \$2,088 to replace chains for swings in the tot lots was approved.

# Proposals for Root Barrier Installation for Pavers Area in Corta Bella

- Ms. Mihailovschi presented two proposals to repair the pavers in the Corta Bella area around 86<sup>th</sup> Avenue, one is from Sousa Construction to install the root barrier in the amount of \$7,850. The second one is from Equator in the amount of \$8,700 for 24 barriers.
- Mr. Popowitz commented he believes the District should stay with Equator, as there
  is not much of a difference in price and they have provided satisfactory service in
  the past.
- The work must be done because it is a potential liability.
- Mr. Cassel believes 800 lineal feet of sidewalk five feet wide is impacted by this root barrier.
- Ms. Wald commented the District already has the approvals to re-do the pavers, and the direction from that approval was to check into the root barrier system with the same people while they are there. It was expensive and Ms. Mihailovschi did not have the authority to spend \$8,000. Therefore, it had to come back to the Board. This item can be budgeted. The cost is \$10,000.
- Mr. Cassel commented Severn Trent is currently putting root barriers all along the sidewalks for Oaks and Palms in one of the Districts. It may be a standard practice

to do it one section at a time because they are going to cut the root to re-do the sidewalk

There being no further discussion,

On MOTION by Ms. Kooiman seconded by Mr. Popowitz with all in favor, the Proposal from Sousa Construction in the amount of \$7,850 to install a root barrier for pavers in the area of Corta Bella was approved.

## • Proposals for Fence Repair (Hurricane Irma)

- Ms. Mihailovschi presented two proposals to repair the fence throughout Monterra, one from ASAP in the amount of \$8,215 and the other one from All Fencing and Repair in the amount of \$17,500. ASAP's proposal is just to replace the PVC gate with aluminum doors.
- Ms. Kooiman suggested planting a large thorny tree there instead.
- Ms. Mihailovschi described the locations of the fence repairs.
  - The emergency gate and the next gate at Vista Del Sol.
  - ➤ The La Costa gate.
  - A section of picket fence on Terra Mia came off and is behind an empty air box.
  - The fence at Capistrano by the FPL lot broke.
  - The chain link fence at the FPL lot at the end close to the tot lot at Linear Park came down.
  - An area behind House #39, at 85<sup>th</sup> Avenue.
  - The chain link fence is leaning in the area of the Vista pavers.
  - The repairs at Vista del Prado will be extra.

On MOTION by Ms. Kooiman seconded by Mr. Popowitz with all in favor, the Proposal from ASAP in the amount of \$8,215 to repair fences damaged by Hurricane Irma, was approved.

- The work should be done before Thanksgiving.
- The total cost to include Vista del Prado is \$8,594.

- Mr. Lowe suggested spending \$1,500 to plant some trees on both sides of the area, to keep the price down.
- Mr. Lowe commented this gate needs to remain open, and a tree can be planted there, one tree on each side to give the fence some support, or some bushes. If this does not work, the repair can be done by ASAP or perhaps a consultant can be engaged.
- The gate in front of the FPL box is a requirement in an emergency.
- Mr. Cassel commented FPL needs to have certain clearance in front of their switch cabinets.

There being no further discussion,

On MOTION by Ms. Kooiman seconded by Mr. Popowitz with all in favor, the prior motion was amended for fence repairs in the amount of \$1,500, as discussed.

# Proposals for Cameras Upgrade and Addition

• Ms. Mihailovschi explained the Internet is slow. She called Comcast to see how much it would be to upgrade the Internet. They have a new system and they give you the telephones in which they will upgrade all of the gates. The cost is \$1,491 for the four gates and clubhouse, including taxes. The price on the new system is \$1,538 plus taxes and other miscellaneous fees. The total is \$1,609.30. More phone lines at the clubhouse are not necessary, but they are offering it for almost no money.

There being no further discussion,

On MOTION by Ms. Kooiman seconded by Mr. Kuehnle with all in favor, the Proposal from Comcast in the amount of \$1,932.50 per month for an upgrade and addition to the cameras was approved.

# Hedge Replacement at La Costa

The hedge in question is across from the dog park. It appears they were moving the hedges in La Costa next to the dog park, and instead of it being on that side, moving it to the FPL side because it is shady over there. Mr. Lowe suggested replacing it with something on the same side that handles the shade.

- Mr. Lowe inquired about the owner in Vista del Sol who sent pictures of a tree damaged by the hurricane.
- Ms. Kooiman indicated the owner sent photos to the arborist who commented the
  tree will stay good, but he still wants the tree removed. The District must abide by
  Broward County Ordinance to have something there.
- Mr. Lowe commented from the pictures, the tree was not correctly positioned and will have to be re-planted, but it may be too big.
- Mr. Lowe commented the right thing to do is to remove it and purchase another one.
- Ms. Wald commented the fence was installed after the tree, but the fence is likely permitted. The tree is on CDD property. Hector from Equator believes the tree was uprooted due to the poor pruning done on the residents' side versus the city side. Removal of a tree that size will likely cost \$500 to \$750. Ms. Wald suggested bringing it back to get those comparison costs.
- Mr. Popowitz suggested an option of dividing the cost with the owner. He also suggested from a legal standpoint, to send a notification to all residents stating, *If* a resident causes damage to a tree, said resident will be responsible for it.
- Trees may be cut in accordance with City and County requirements.
- Mr. Lowe is in favor of a long-term solution to have the tree in a different location regardless of how it was put in there, who was there and who obtained the permit.
- Mr. Popowitz suggested sending an update to the community, of their right to keep these trees.
- Ms. Wald advised a permit is necessary to remove the tree, depending on the size of the tree.
- Mr. Kuehnle believes the Board can present its plan to move the tree, but permits are necessary and staff will determine whether or not it is cost prohibitive.
- Mr. Lowe suggested waiting for the next meeting to make a decision once the permit and cost requirements are determined.

## Proposals for Gates Preventative Maintenance

• AT&I Systems will charge a service call at \$95 per hour and emergency services at \$175 per hour. The company which installed the gate arms charge \$1,450 per

month and includes monthly and quarterly maintenance. The arms are included unless it is vandalism, in which case the person who hit them will be financially responsible. There is a 20% discount on service calls or a 10% discount on parts if there is vandalism.

- Their second option costs \$340 monthly with quarterly maintenance and the service calls are \$85 per hour. The bottom line is that you will pay another \$40 for them to do the monthly maintenance. If something breaks or something happens, you pay as you go.
- Currently, service calls are included, and \$2,510 was spent from January 2017 until July 2017, \$7,487 was spent on vandalism and the monthly maintenance fee is \$1,350.
- Residents are not cooperative reimbursing the CDD for damage. Mr. Lowe suggested sending them a letter.
- ATI will maintain the arms for October, since the District currently does not have
  a contract with anyone. ATI responds immediately and they send a copy of the
  work order, and when they are done, they send you back the work order and a
  completion as to what was done.

There being no further discussion,

On MOTION by Mr. Popowitz seconded by Mr. Kuehnle with all in favor, the Proposal from AT&I Systems in the amount of \$340 per month for maintenance of the gates, was approved.

#### ii. Discussion of Second Rover Car Service for Monterra

- The District currently has a trial for a couple of months with a security company. The security guard has a golf cart and does rounds at night for 40 hours per week. The cost to do that for eight weeks was \$5,000, which is \$1,200 per month plus \$15 per hour for the guard.
- Mr. Popowitz believes this should only be done during certain times, such as winter break and other times when school is out.
- Mr. Lowe is in favor of authorizing this for two weeks during the holidays and develop a plan for the summer.

Mr. Cassel will examine the budgetary impacts.

#### SIXTH ORDER OF BUSINESS

#### Financial Reports as of September 30, 2017

- A. Approval of Check Register
- **B.** Combined Balance Sheet
- The year ended with \$337,000 less expenses and a little more revenue, leaving the District \$1 Million for reserves. August was over-spent in landscape and irrigation maintenance. Mr. Lowe wants to know why or specifically, what invoice or project caused this item to be over-spent by \$56,000 and \$31,000, for the next meeting.
- Mr. Lowe also wants to ensure the year is starting with a footnote, and wants Severn
  Trent to determine whether or not the previous manager followed accrual
  accounting.
- Mr. Lowe would like to have a schedule or forecast, of what the budget currently shows versus what was previously authorized.
- Mr. Koncar clarified the Board wants a capital improvement list of projects being approved, along with an allocation of reserves schedule and year-to-date actuals.

Mr. Popowitz MOVED to approve the Financial Report, Check Register and Combined Balance Sheet; and Mr. Kuehnle seconded the motion.

• Mr. Lowe asked for a listing with multiple categories.

There being no further discussion,

On VOICE vote with all in favor, the prior motion was approved.

#### FIFTH ORDER OF BUSINESS

#### **Staff Reports (Continued)**

- A. Attorney
- The Board requested that Severn Trent commence the RFP process, which we can go ahead and have your District Manager start it now. Mr. Lowe requested someone who specializes in CDDs, other than the current Auditor. Ms. Wald reminded the Board the current Auditor may submit a proposal, which is obligated to be considered by the Board.
- Ms. Wald presented the redlined Severn Trent Services agreement.

- On Page 2, the statement, *This provision should remain specifying that the services must comply with the law and industry standards*. is not necessarily problematic, but different language will be crafted.
- Waiver of conflict matters, At the bottom of Page 2 and the top of Page 3 was addressed. Ms. Wald recommends that if there is a conflict of interest, it should be presented before the Board, and the Board does an actual written waiver. What Severn Trent is asking in this language may be that the person is waiving it automatically if it exists.
- On Page 4 at the top, there is a comment regarding the 1.5% late fee charge for payments made after 30 days' notice. This is not a legal matter, and is not on any of Ms. Wald's other contracts. Mr. Koncar confirmed this is standard language in Severn Trent contracts. Upon further discussion, Mr. Koncar suggested instead of the 1.5% penalty, just put in the contract, complies with the Prompt Payment Act.
- Right before *Miscellaneous*. I crossed out what was there and they added, *Manager's liability shall not exceed an amount equal to twice the amount of the annual compensation for such references during the agreement year in which such cause of action and of claim is raised against the Manager. They are saying, We can make this twice the annual compensation somewhat potential liabilities required. Severn Trent wants to have a limitational liability for their negligence, which was deleted. They are asking for a cap. There will be an insurance provision with a cap. This is factual and not necessarily legal. Mr. Koncar commented the District has \$2 Million in general liability and \$1 Million in commercial prime insurance. The Board concurred they are satisfied with this provision.*
- Section 6.8, Dispute Resolution was addressed. Mr. Cassel will present a Resolution to adopt a records retention policy, which will take care of part of this language and the language will be revised concerning the Resolution. Ms. Wald commented that the statement, The District shall make all determinations as to what constitutes confidential or exempt public record is problematic with regards to the statutory language. The statement will

have to be moved to another part of the agreement or removed because the Statutes must be followed as stated. We cannot actually make any changes to that language from a Statute. There is some redlining in the *Fee Schedule*, in which some proposal numbers were changed to make sure that it matched the proposal which was provided to the Board since that is what the Board approved.

- Some language will be changed from a legal aspect, when Ms. Wald has her telephone conference on Friday.
- > Termination of the contract is at 60 days.

There being no further discussion,

On MOTION by Ms. Kooiman seconded by Mr. Popowitz with all in favor, the Agreement with Severn Environmental Services, LLC for District Management Services was approved as amended, and the Chair, or in his absence, the Vice Chair was authorized to execute said agreement in its final form.

- Ms. Wald suggested the Board may want to go back, if at all possible, to meeting on Monday evenings.
- Aspects with presentation of financials was discussed.
- The HOA meets the fourth Monday.

There being no further discussion,

On MOTION by Mr. Kuehnle second by Ms. Kooiman with all in favor, the remaining Fiscal Year 2018 Meeting Schedule was amended from the third Wednesday to the third Monday of the month at 6:00 p.m., commencing with the November 20, 2017 Meeting to be held at the Club at Monterra, located at 8451 Monterra Boulevard, Cooper City, Florida.

#### E. District Manager

Mr. Cassel discussed the HOA study on the irrigation.

 Mr. Lowe requested Severn Trent create a plan to assess the entire web of the irrigation system, and come up with a multi-year plan to have a better system over time.  Mr. Popowitz suggested upgrading the system to have a centralized unit which controls by turning valves on or off to redirect flow if needed on certain pumps versus another pump, depending on the cost.

Mr. Cassel presented Resolution 2018-02 for adoption.

• By law, The District must designate a Records Custodian and a contact person for researching numbers for when a Records Request is sent. A records retention schedule is also necessary. Once you get past a certain standard record retention, there are continued ongoing costs because the District will continue to build up all site storage capacity for hard cover records. Resolution 2018-02 designates a Records Management Liaison Officer and adopts the Records Retention Schedule, which will be in accordance with Chapter 119 of the Florida Statutes, which has the recordings kept for three years and other documents five years. Severn Trent Services will be the Liaison.

There being no further discussion,

On MOTION by Mr. Popowitz seconded by Ms. Kooiman with all in favor, Resolution 2018-02, Designating a Records Management Liaison Officer and Adopting a Records Retention Schedule, was adopted.

The HOA President addressed the Board.

- He discussed social projects and events which are coming up.
- The HOA would like to make some changes at the clubhouse next year, and bring in vendors, such as a kids' craft person which the HOA would pay for. This may require additional approval from the Board. Ms. Wald has concerns regarding insurance and liability. She suggested he provide the information to Ms. Mihailovschi, and they can work on it to see what needs to be done, after which it can be presented to the Board for approval.
- The roads and parking were addressed. There are issues with debris removal. The roads are public, but they are maintained by the HOA.
- The Engineer's Report specifies everything regarding the roads.
- The District is responsible for repairing potholes.

- The District has no policing powers.
- Ms. Wald advised the Board may do the rulemaking process to have specific rules changed. With the rulemaking process pursuant to Chapter 190, which was adopted 1½ years ago by the State legislature, the Board may actually engage a towing company to tow vehicles which violate CDD rules and regulations. Ms. Wald suggested having this as a discussion item on an upcoming agenda. She can pull all of the rules and regulations, work with the new management company and obtain everything from the Engineer's Report to be put in a memorandum form as to what can or cannot be done.
- The HOA was telling people not to park on the swale, but Cooper City ordinance allows parking on the swale versus parking on the street. The HOA is asking the new District Management company to bond their relationship with the City.
- Mr. Lowe requested two items. One is to start with an education process with the
  City so they can start to work with the HOA and the CDD. The second item is to
  find a permanent solution for how to manage parking in the community.

# SEVENTH ORDER OF BUSINESS Adjournment

There being no further business, the meeting was adjourned.

	<del></del>
Kenneth Cassel	Ricardo Lowe
Secretary	Chairman

## **Fourth Order of Business**

# 4Ei.

## Maintenance Calendar Monterra CDD Updated: 10/29/2017

Projects	Oct - Dec	Jan - Mar	Apr-June	Jul- Sep
Approved				_
Tot Lots	40,000	40,000		
Fences	1,500	1,500		
Internet upgrades	100	100		
Splash pad (painting and pad)				
Irrigation Pipe				
Perimeter wall/column painting				
etc				
Not Approved Yet				
Hurricane tree replacement				
Mulch	1,000	1,000	1,000	1,000
Pressure cleaning		15,000	15,000	
Tree trimming				
Royal Palm replacement				30,000
Carpet cleaning (club house)				2,500

Project Total	Annual Budget	Budget remaining	Budget Line
80,000	10,000	(70,000)	Tot Lot Maintenance
3,000	5,000	2,000	Gate Maintenance
200		(200)	IT Maintenance
-		-	Pool Maintenance
-		-	Irrigation Maintenance
-		-	
			Palm Tree Replacement
4,000	30,000	26,000	Mulch
30,000	30,000	-	Pressure Cleaning
-	45,000	45,000	Tree Triming
30,000	30,000	-	Palm Tree Replacement
2,500	1,000	(1,500)	General Maintenance

# 4Eii.

## Monterra Community Development District

## Request for items approval

Coffee Service for Clubhouse

Item

Water Service for Clubhouse & Guardhouse

La Costa hedge replacement by dog park

**Price** 

\$Depending on consumption

\$85.95 per month

\$7,209.55

**Vendor** 

**Ultimate Business Services** 

**Ultimate Business Services** 

Equator

**Budget Line** 

**Clubhouse Supplies** 

Water Cooler

Landscape Replacement

Location	Area	Budget Line	Estimate 1	Etimate 2	Notes
	i	Clubhouse			
Clubhouse	Coffee Bar	Supplies	<b>Ultimate Business Services</b>	Office Depot	
Clubhouse/Pine	Clubhouse				
Island	Pine Island	Water		s	
Guardhouse	Guardhouse	Cooler	<b>Ultimate Business Services</b>	Ready Refresh	- 2
La Costa by NW					
84th Way					
(behind the		Landscape	53		
homes)	La Costa	Replacement	Equator	Total Tropic Landscaping	

The ones in yellow are the recommended ones.

## **Coffee Service for Clubhouse**

<u>Background:</u> All the products for the coffee service in the clubhouse are purchase at Office Depot. Approximately the cost per cup is \$0.62 and we are spending \$800 to \$850 a month for coffee supplies.

Recommendation: Ultimate Business Services is offering a better quality product Gevalia Coffee/Swiss Miss Chocolate/Earl Grey Tea at a \$0.55 per cup of tea and coffee. As of 11/9/17 I'm still working with the vendor on lowering the price of the swiss miss per cup as their price is slightly higher than what we are currently paying. Also some of the other supplies such as stirrers & sugar are cheaper.

Budget: the monies to pay for this service will come out from the Clubhouse Supplies line item.

## **Water Service for Clubhouse & Guardhouse**

<u>Background:</u> Currently we are getting the water service from Ready Refresh (Nestle) that provides the big 5 gallon bottles that need to be replaced every time the water runs out. The cost for this service is between \$250-\$260 for the clubhouse and \$50 for the Guardhouse monthly. Totaling \$310 for both per month.

<u>Recommendation:</u> Ultimate Business Services offers a machine that it is connected to the city water but it has a 4 stage RO filtration system that brings the water closest to the purest level. The charge per month is \$85.95 for both per month. It also includes an annual service, monthly cleaning & sanitization service and service calls.

Budget: The monies to pay for this service will come out from the Clubhouse & Guardhouse water cooler line item.

## La Costa Hedges by dog park

<u>Background:</u> Silver buttonwoods are planted by the fence that runs along the dog park in La Costa, there are also trees that give a lot of shade to the area and silver buttonwood need sunlight in order to grow healthy. Planting wild coffee instead of the silver buttonwoods will help to improve the look in the area as the wild coffee plant can grow in shaded areas.

Budget: The monies to pay for this service will come out from the Landscape replacement.

Recommendation: Allow Equator to remove the silver buttonwoods and install wild coffee.

## **Discussion items:**

- 1.Tree removal or lift in Vista del Sol
- 2.Gumbo limbos in Estada.

## **Coffee & Water service proposals**



Monterra CDD 8451 Monterra Blvd Cooper City, FL 33024

Dear Maria,

Ultimate Business Services is excited to present to you our One-Stop Solutions program specifically designed to fulfill all your Full Break room Solutions needs; one provider, one bill, saving your organization time and money.

The advantages of using a single vendor are as follows:

- Ultimate Business Services is the true definition of one-stop-shop aimed at delivering 5 products and services under one
  umbrella. Benefits include one account manager, one invoice, one delivery as well as ultimately providing overall convenience.
- UBS has over 23 years of industry experience providing superior products and services. We have a proven track record and have stood the test of time; as a result, today we have more than 9,000 customers throughout Florida. Time and time again, our customers agree that we have met and exceeded their "Break Room Needs."
- Another benefit of our value proposition is that we can guarantee savings of 16% or greater while enjoying free samples of our
  wide variety of coffee and allied products. How many of our competitors can say they save their customers money not many!
- We work with well-known, uncompromising coffee manufactures such as BUNN and KRAFT Tassimmo to provide superior technology through state-of-the-art new, coffee brewing machines. The SmartWAVE technology is one of many features that make our product-offering stand out from other competitors.

I want to further state with absolute confidence that I personally guarantee that you will benefit from not only great savings, but also superior trained, certified, insured and bonded dedicated team of specialists at your fingertip.

Ultimate Business Services is extremely proud to be ranked as a **Five Star** customer-service provider by our customers. We feature thousands of products including, but not limited to: water filtration systems, office coffee service (OCS), janitorial supplies, hospital grade first aid supplies, full shredding and recycle services and Original Equipment Manufacturer (OEM) quality printer cartridges, Ink and Toner. We bring over 25 years of industry experience and currently service more than 9,000 customers in Florida. In today's economy, we know all organizations from small businesses to large corporations are demanding greater value, enhanced convenience and smarter solutions.

At Ultimate Business Services, we take pride in our uniquely qualified ability to make our customers feel comfortable throughout the process. I look forward to our next meeting and will follow up with you promptly.

Best Regards,

Eric Mitchell Senior Sales Consultant Phone: 800.805.7084

Email: EMitchell@UltimateBusinessServices.com

### **Ultimate Business Service** 3195 N. Powerline Rd. #100 Pompano Beach, FL 33069



## **PROPOSAL**

Proposal Date: Completed By:

November 3, 2017 November 3, 2017

Monterra CDD 8451 Monterra Blvd Cooper City, FL 33024 Monterra CDD 8451 Monterra Blvd Cooper City, FL 33024

9543749936	TBD	Eric M
Maria	Route Sales	Net 30 Days

For your convenience we offer full office coffee service

		Coffee Single Cup		
2		KRAFT Coffee Maker-Single Cup	FREE	
2		Allied products organizers	FREE	
2		KRAFT Tassimo Single Cup Dispenser	FREE	
2	20038	Coffee Safety Mat 3 X-5 & display-monthly-service	14.95	- 00
1	10085	Kraft Tassimo T disc All Tea flavors 80	44.00	0,55
1	10330	Kraft Tassimo T disc Hot Chocolate 80	62.40	
1	10287	Kraft Tassimo T disc All coffee flavors 80	44.00	0,55
1	10498	Kraft-Tassimo-T-disc-All-dairy-products/chocolate-80	62.40	
		Allied / Breakroom		. 9/.
1	10135	Coffee Mate Regular 180ct	16.95	2014
1	10133	Çoffee Mate French Vanilla 180ct	17.95	01095
1	10136	12oz Non-Dairy-Creamer 1ct	2.15	_
4	10147	Sugar 20oz Can 1ct	2.20	
1	10150	Sugar Packets 2000ct	21.95	0,01
1	10146	Splenda 500ct	28.95	(P)
1	10145	Splenda 2000ct	50.95	0,02
4	10154	Sweet & Low 400et	9.95	10-
1	10153	Sweet & Low 2000et	31.95	
1-	10143	Equal-500ot	10.95-	
1	10142	Equal 2000ct	44.95	
1_	10176	Swiss Miss Reg 50ct	11.05	
1	10188	Lipton-Reg-Tea-Bags-190ct	5.95	
1	10159	10oz Foam Cup 40slv/25ct - 1090	33.02	0103
+	10027	8.5" Paper Plate hwy 4sly/125ct	49.95	
1	10266	Bigelow Cran Apple - 28ct	3.95	
1	10181	Bigelow Earl Gray 28ct	3.95	
1	10503	Bigelow English Tea Dcf - 28ct	3.95	
1	10140	Stir sticks 5" - 1000ct	2.00	
1-	10003	VB Kitchen Rell Towels 85sht/30ct	25.00	
1	20120	VB 2-ply Toilet Tissue 500sht / 96ct	65.12	
-1-	20034	Glorox-Wipes 35at	4.17	
1	30574	Purell Hand Sanitizer 8oz Pump - 9652-12	1.60	
1	10002	VB Facial Tissues 2-Ply 30st	25.87	
	TOUGE	**All Prices Subject to Change without notice based on market**	20.07	
		Fuel surcharge	5.95	

1000-93 to do 1 suga in the now 1200-948 -0,04 400-495 trune hose much creamen \$ 1725

	UBS Offer	
2	Charm Water Filtration System 939 White Floor Model \$40 month each cooler \$5.95 Monthly Maintenance Fee Installation (one time charge) Monthly Cleaning and Sanitization	\$8593
	Service:  Annual service  Monthly cleaning & Sanitization service  Service calls	
	Features  Hot, Cold and Ambient Temperatures Safety Lock for Hot Water  4-Stage RO Filtration system (Sediment, Carbon, RO & Carbon) Water Leak detection Sealed system, which eliminates cross-contamination Unlimited water source One monthly bill	
	G	



#### SINGLE CUP TASSIMO

- Scannable T-Discs contain a precise amount of premium ground coffee, tea or chocolate, as well as brewing instructions for the machine.
- Bar code reader controls water temperature, volume, flow rate and time.
- Streamlined design requires less space than competing systems.
- LCD display is user-friendly and provides simple, easy-to-follow instructions.
- Touch-sensitive start button simplifies the brewing process through one-touch activation.
- Espresso is brewed on-demand, using technology not found in competing office-coffee systems
- Generations of Swedish kings have given our coffee their royal seal. Gevalia Kaffe commits to the richer coffee experience.
- Since 1706, Twinings has given tea lovers around the world unparalleled pleasure. Delicate tea leaves are expertly steeped in the Tassimo Professional system.
- With Tassimo Professional, the delightful chocolate flavor of Suchard finds expression in the perfect hot chocolate.



Ultimate Business Services is in the service business. The word "service" is even in our name. Service is truly the foundation to our success and our clients' happiness. Over the years, we have perfected all of the elements that are combined to ensure our clients' expectations are exceeded on a daily basis. Our clients and our prospective clients recognize and appreciate our service philosophy and our unique ability to successfully execute and deliver with a smile.

### Ultimate Business Services two primary objectives are:

1. Our customers should never run out of products, Our equipment should always be operable and clean.

### Ultimate Business Services Agreement assures the following:

- 1. Trained, Certified, Insured and Bonded experts-route sales and technicians,
- 2. Scheduled weekly, bi-weekly or monthly delivery and/or service visitations,
- 3. Most innovative coffee brewing equipment backed by our service guarantee,
- 4. Wide selection of equipment and products,
- 5. Simplified billing,
- 6. Service with a smile.

During our client site visits, an Ultimate representative will inspect, rotate and restock inventory as needed to eliminate "out of stock" products. Our trained Ultimate technicians will proactively monitor the equipment performance to insure trouble-free operation. In addition they will clean and sanitize the equipment backed by our leave-behind card.

#### During each client site visit, we will perform the following:

- Inspect equipment
- Wipe down the interior and exterior surfaces of the machine
- Wash the drip trays and collection bins
- Wipe down the counter areas
- Inspect and restock inventory and supplies

We recognize that you and your company have more important things to focus on rather than maintaining a clean and operational break room and tracking inventory of break room, first aid, safety and ink/toner supplies. Ultimate Business Services is in business to relieve you of these tasks. Our business is service. Let us help you.

### SUPER SMOOTH, SMART, SPEEDY SERVICE

All our equipment and coffee expertise are backed up with unbeatable service. We have a dedicated team of specialist technicians and the very latest in service management systems to make sure we minimize down time on your equipment.



## **Our Customer Testimonials**

"We've been doing business with Ultimate Business Services for over 5 years. The coffee is excellent and there service is great!"

Plastic Molding Manufacturing Company, Owner

"My customers look forward to a delicious cup of Ultimate Business Services coffee when they are waiting to have their hair done. The service that Ultimate Business Services provides is invaluable to me."

Beauty Salon, Owner

"We left Ultimate Business Services for a service who had an attractive Sales Representative that made lots of promises. We're happy that we came back. Ultimate Business Services truly delivers!"

Legal Firm, Office Manager

"Ultimate Business Services first aid account representatives are great to work with and manage to keep our inventory levels under control...we want to thank Ultimate Business Services First Aid Department for their excellent service, dependable inventory control and timely delivery." *Construction Company, Safety Director* 

"Having Ultimate Business Services for our break room refreshments needs means I can always depend on their reliability and focus on my core operations." *Financial Institution, CEO* 

"We need a service that offers both quality products and reliable service in order to keep everyone happy. Ultimate Business Service's provides a large variety of products and service packages. We have been able to select one that satisfies the needs of a high volume office and makes everyone happy, which is tough to accomplish in a large office setting. Our rep is personable and responsive and the order and delivery staffs are friendly and accommodating. We highly recommend Ultimate Business Services to any business small or large."

Electronics Manufacturer, Purchaser



Serving thousands of valued customers, we are pleased to offer the same quality services to your company as we provide to many national corporations.

### **AUTOMOTIVE**

Enterprise Rent-A-Car Tire Kingdom Martino Tire Maroone Toyota Ryder Kauffs Towing Good Year

### COMMUNICATIONS

Napa Auto Parts

AT&T Verizon ADT

#### CONSTRUCTION

Sherwin Williams
Graybar Electric
Master Halco
Rexel
Shoreline Flooring
SCP Distributors
Oracle Elevator
Sequeira & Gaverrette
Compson Associates

### **CONSUMERS PRODUCTS**

Burger King
Birks & Mayors
Rent A Center
Continental Airlines

## HEALTHCARE

Tenet
PBG Medical Cente
Strax Rejuvanation

## MARINE

Rybovich Wilhelmsen Callenberg

### FINANCIAL

Bank Atlantic AM Trust Northern Trust Wells Fargo John Handcock Citi Bank Allstate

## ELECTRONICS

Ingram Micro

## REAL ESTATE

Century 21 Coldwell Banker Remax

### **OTHER**

Kraft Raytheon Lufthansa Holiday Inn

## La Costa Hedge Replacement



"DECAUSE ONEEHER IS BETTER"

Submitted To: Monterra CDD

Attn: Dennis Baldis CC: Board of Directors Proposal #: 53185

Project: Hedge replacement at La Costa

Date:

September 28th 2017

Our purpose is to provide Landscaping Services in accordance with specifications stated below and according to standard practices. This proposal is valid for sixty (60) days from the date of this proposal.

#### Notes:

- Plant Material included in proposal is subject to availability at time of installation.
- o contractor shall fertilize all plants prior to installation.
- Plant material has a warranty of 6 months, such warranty shall be void if plant material dies due to lack of water it is sole responsibility of owner to ensure plants are receiving adequate water coverage.

#### **Exclusions:**

- All permits landscaping.
- Water meter, water tapping fees, any water use fees.
- Survivability of plant material due to lack of water may not be guaranteed.

**Our Guarantee:** Equator Landscaping. is not liable or responsible for any loss, repair or replacement of any of the above mentioned due to high winds, hail, lightning storms, heavy rains, vandalism, floods, heat, construction, insect plagues or infestation, inadequate irrigation, tornadoes, hurricanes or other Acts of God.

Payment terms: A 50% (fifty percent) deposit is required prior to commencing work, final payment shall be due upon work completion.

SPECIFICATIONS	TOTAL
Remove existing damaged Silver Buttonwood hedges located by NW 84th Way adjacent to dog park.  Removal and Disposal of damaged Silver buttonwood hedges.	\$1,371.00 \$4,638.55
Furnish and install a total of 457 (3 Gallon) Wild Coffee inside fence.  Work includes furnish and install brown mulch to all areas where new plant material will be installed, where the control of the	\$1,200.00
inside dog park:  GRAND TOTAL:	\$7,209.55

Total Tropic Landscaping, Inc.

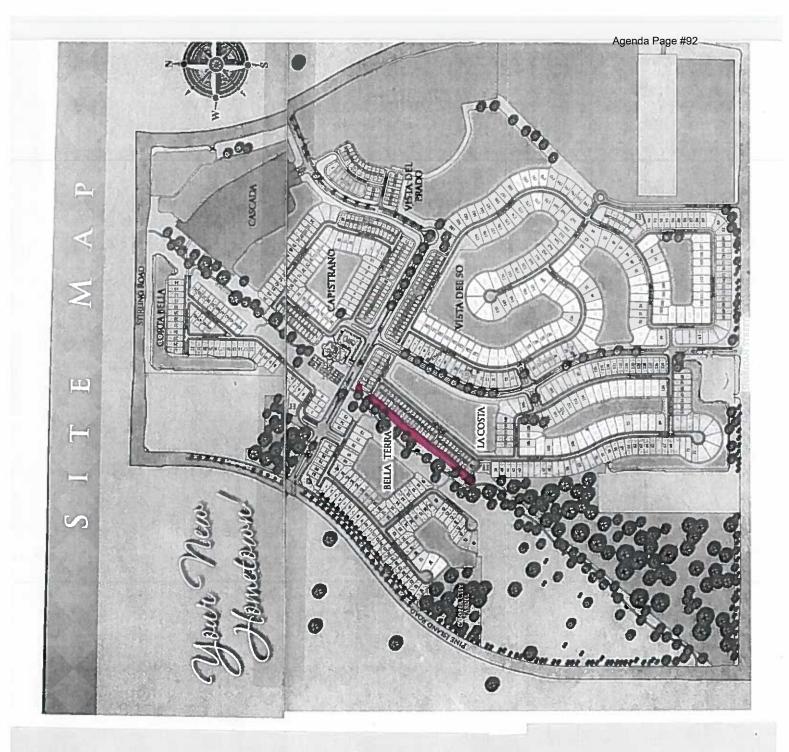
P.O. Box 841053 Pembroke Pines, FL 33084-1053

## **Estimate**

Date	Estimate #	
10/13/2017	242	

Name / Address
Monterra Community Development 8451 Monterra Blvd Cooper City, FL 33024

			Project
Description	Qty	Rate	Total
Removal and disposal of existing silver buttonwood hedge along NW 84th way adjacent to dog park			<del>.</del>
Installation of Wild Coffee (#3gal plant material)	457	10.50	4,798.50
Mulch brown Pailets	2	395.00	790.00
Removal of silver button wood hedges and dump debris offsite	1	1,750.00	1,750.00
		30	
	•		
Please respond via e-mail to request the work to be completed.		Total	
		Total	\$7,338.50



Hudge mad



Stephen H. Brown, Horticulture Agent Bronwyn Mason, Master Gardener Lee County Extension, Fort Myers, Florida (239) 533-7513 brownsh@ufl.edu http://lee.ifas.ufl.edu/hort/GardenHome.shtml

### Psychotria nervosa



Upright shrub growing in a mix moist forest



A cultivated shrub under an oak

mid-September

## Family: Rubiaceae

Common name: Wild coffee; shiny-leaved wild coffee

Synonyms (discarded names): Psychotria undata

Origin: Florida; Southern Mexico; Bahamas; Caribbean; Central America; Northern South

**U.S.D.A. Zone:** 9-12 (20°F Minimum)

Growth Rate: Fast Plant Type: Shrub

Leaf Persistence: Evergreen

Flowering Months: Spring and summer Light Requirements: Low; medium; high

Salt Tolerance: Moderate

Drought Tolerance: Low to moderate; often

found wilting in late spring.

Soil Requirements: Wide

Nutritional Requirements: Low

Major Potential Pests: Scales; sooty mold Typical Dimensions: 6 -7 feet tall with an

equivalent width

Propagation: Seeds or cuttings

Human hazards: None

Uses: Florida-friendly landscape; understory; border; foundation; mass planting; informal hedge; rain garden; specimen; butterfly and

wildlife attractant

Natural Geographic Distribution

Wild coffee is found in the higher areas of swamps and in hydric and mesic hammocks and areas that are seasonally wet and dry. It is also found in limestone (highly alkaline) soils. It grows as far north as northeast Florida (Duval County) in cold protected areas. It is widely distributed in south and central Florida.

#### **Growth Habit**

Wild coffee is an upright, multi-stemmed, evergreen shrub. Under natural shaded conditions it is likely to be a lanky plant, taller than it is wide. In cultivation, it often appears as a bushy, wide spreading shrub with many more branches than its uncultivated counterpart. In full sun, it is a rounded shrub.



Wild coffee (Psychotria nervosa) growing with velvetleaf wild coffee (Psychotria sulzneri) in a moist naturally shaded location

#### Morphology

The leaves are opposite, simple, with entire but undulating margins when emerging and persistent on the stem. The shape of the blade elliptical to obovate and is from 3 to 6 inches long with a pointed apex. The upper surface is dark green and shiny with conspicuous and deeply impressed veins that gives it a quilted appearance. Because of the textured leaf, wild coffee is sometimes referred to as "the plant resembling a gardenia". The gardenia and wild coffee do belong to the same family, Rubiaceae. The plant blooms intermittently in spring and summer. The flowers are small, tubular, white, and borne in umbels 2 to 3 inches wide. Wild coffee is so named not because it is a coffee substitute but because the fruits resemble those of the common coffee shrub; the fruit is an oval drupe that matures red, to scarlet to maroon. This makes it highly ornamental when contrasted with the green leaves. The drupes measure on average 5/16 inches in diameter and contains 2 seeds (pyrenes). It is eaten by a variety of birds including the Florida state bird the northern mockingbird, blue jays, cardinals, and catbirds through Summer and Fall. Since the shrub is attractive to wildlife, the seeds, once deposited, sow themselves nearby and produce seedlings. The plant is not invasive.

#### Leaf Development



7 September



15 September with undulating margins



23 September



7 October





Wild coffee leaves

Flowers in early April





Early September



Drupes

Early September

#### Planting and Maintenance Guidelines

The increasing desire to use native plants makes wild coffee one of the most widely used plants in Florida landscaping due to its tolerance of shade and sun. It grows as a dense multi-stemmed shrub when given adequate space, light and moisture. When grown in full sun, it becomes a more compact plant when compared to its shaded counterpart. However, the plants usually fairs best in heavy to moderate shade; the north side of the house is ideal. In full sun, leaves occasionally show some yellowing indicating that high light is not the preferred condition for optimum growth.

Wild coffee is suitable for narrow side yards, under windows or where rain water washes off roofs and downspouts. Young seedlings transplant well. Plants from 3 gallon pots take 6 to 10 weeks to establish adequate roots so that they can survive on rain water only. Place wild coffee 4 feet from the sidewalk or foundation where when fully grown, it needs little or no pruning. When left unpruned, it usually maintains itself as a 5 to 6 feet high shrub with an equal width. An occasional plant can grow up to 10 feet tall. When used as a hedge, space plants 3 to 4 feet apart on center.

Large shrub-size specimens can be moved by pruning away about one-third of the foliage and keeping as much of the root system intact as possible. This is best done at the start of the rainy season.

The plant's ability to withstand drought is a mixed record. A non-irrigated plant is most likely to wilt in the dry season, March to June. Paradoxically, a plant exposed to full sun may remain turgid while a shaded plant may become limp from lack of water. Sometimes the entire plant or a portion of the plant may wilt. The plants are revived by irrigation or rainfall.





Shrub in full sun

Late April S

Shrub in full bloom

Early August



An informal hedge under oak

Early September



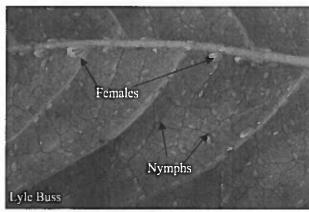




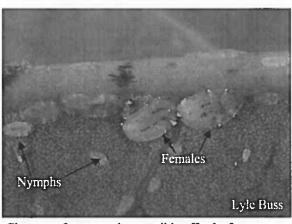
One-half of this plant is wilted in mid-June due to lack of rainfall

#### **Pests**

Several types of soft scales occur on wild coffee, including green scale (Coccus viridis), green shield scale (Pulvinaria psidii), hemispherical scale (Saissetia oleae), croton scale (Phalacrococcus howertoni), and wax scales (Ceroplastes spp.). Soft scales produce a copious amount of honeydew that is food for sooty mold, a black fungus. Severe infestation of the green scale can cause stem dieback and the eventual death of the plant. The croton scale can also have heavy infestations on wild coffee.



Female and nymphs of green scales on the underside of wild coffee leaf



Close-up of green scales on wild coffee leaf



An unidentified wax scale species



Deposit of sooty mold caused by sucking insects such as soft scales

#### References

Florida-Friendly Landscape Program Staff. 2010. The FFL guide to Plant Selection & Landscaping, University of Florida, Gainesville, FL

Gilman, Edward, F. Psychotria nervosa Wild Coffee. EDIS Publication #FPS494. University of Florida, Gainesville, FL

Haehle, R., Brookwell, J., R. 2004. Native Florida Plants. Taylor Trade Publishing, Lanham, MD

Nelson, G., 2003. Florida's Best Native Landscape Plants. University Press of Florida, Gainesville, FL

Osorio, R., 2001. A Gardener's Guide to Florida's Native Plants. University Press of Florida, Gainesville, FL

Tobe, John, D. and others. 1998. Florida Westland Plant, an Identification Manual. Florida Department of Environmental Protection, Tallahassee, FL

Workman, Richard, W. 1980. Growing Native: Native plants for landscape use in Coastal South Florida, The Sanibel-Captiva Conservation Foundation, Inc. Sanibel, FL

#### **Useful Links**

South Florida Native Plant Fact Sheets Coontie Fact Sheet Gaillardia YouTube Air Potato YouTube Palmetto Weevil YouTube

All pictures were taken by Stephen Brown except where indicated.

This fact sheet was reviewed by Tom Becker, Lee County Extension FYN agent; Peggy Cruz, Lee County Extension; Lyle Buss, UF, Gainesville; Jenny Evans, Sanibel-Captiva Conservation Foundation; John Sibley, Lee County Master Gardener and owner of All Native Garden Center, Nursery & Landscapes, Fort Myers; Cathy Feser, Naples; Susan Scott, The Back Ten Feet, www.backtenfeet.com

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# 4Eiii.

## Tree removal or lift in Vista del Sol

From: the same families to the same families and same families and

Sent: Wednesday, September 13, 2017 12:04 PM

Subject: Re: Post Hurrican Irma Update

Good morning,

9/13 Mr Shound smails

I'm a resident of Monterra in the Vista del Sol subdivision and my address is 3136 NW 83rd Way. I have a tree that belongs to Monterra that as consequence of the wind from hurricane Irma it tilted toward the street behind our house and as a result the tree was uprooted and these roots lifted up my fence. I'm writing to you to find out what'd be the next step to follow with a claim for the repair of my fence and removal of this tree. Attached are a few pictures of the area affected.

Respectfully,

6

Franchis Land Company Company

Sent: Thursday, September 21, 2017 9:20 AM

To: Maria Mihailovschi < mmihailovschi@castlegroup.com >

Subject: RE: Post Hurrican Irma Update

9/21

Good morning.

Please could you emphasize to the landscapers to remove the whole tree including the roots because if they leave the roots that won't allow the fence to be repaired. Since it's my responsibility to fix my own fence from the tree of the community I'm requesting the cutting of the other tree behind my fence so I don't have to go through this again when another act of God happens again. Thank you.

Respectfully,





From: Suarez

Sent: Monday, October 09, 2017 11:56 PM

To: Maria Mihailovschi <mmihailovschi@castlegroup.com>

Subject: Re: Post Hurrican Irma Update

Good morning,

Hu grang 10/6

Just a quick note to let you know that you should be receiving this week a letter from my attorney of my intentions and my right to cut the roots of the tree in Monterra common area that fell behind my fence and as a result it lifted up and bent my fence. I was advised from my "fence guy" that the tree roots need to be cut before any replacement can be installed. I understand that the Association has decided or has the intention to save the tree straightening it up and that is certainly their right as is mine to cut any roots that are on my property. I wish you the best with the tree but please be assure that no machine will be allowed on my property for this purpose. If you'd need to come back to our house again I would appreciate if you would knock on the door, ring the bell or call my wife before you enter our property. I would love to attend the meeting set up for this Wednesday October 11th at 4 pm but it will be very hard for me to get off work to attend this meeting. Thank you kindly.

Respectfully,



### Maria Mihailovschi

Mr Sugan Morst's

From: Hector Suarez <hecyjulia@gmail.com>
Sent: Tuesday, October 24, 2017 10:10 PM

To: Maria Mihailovschi
Cc: fldocs@glantzlaw.com

Subject: Follow up on tree damaging private fence

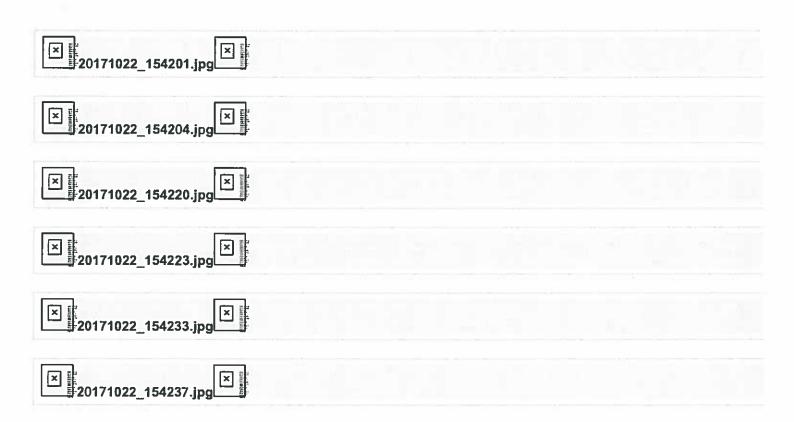
### Subject file # 954116 / member # 10138577837

Good morning Maria,

Attached is a copy of the communication that I have been having with Mr. Seth MacDonald a Certified Arborist from Safaritreepros.com. I want my fence fixed as soon as possible and this tree is not allowing me to do it since it's holding on with my fence and if I remove my fence, (to be replaced) in my opinion, the tree will fall over the other fence that faces the street (see attached pictures). I need this to be resolved as soon as possible please. It's been way over a month since hurricane Irma passed through this area. I take the opportunity for you see the lack of maintenance of the common area where this tree is located. Below you will find attached pictures of the tree and the area in question. Thank you.

Respectfully,

Hector H. Suarez 3136 NW 83rd Way Vista del Sol 360-296-8798





----- Forwarded message -------From: <info@safaritreepros.com>

Date: Tue, Oct 24, 2017 at 11:10 AM

Subject: RE: Safari Tree

To: Hector Suarez < hecyjulia@gmail.com >

Hector – you can inform your association that if the roots on this Lysilomia tree have to be cut to accommodate your fence repair that the tree should be removed.

Due to the proximity of the support trunk to your fence, which looks about 2-3 ft from your pictures, enough structural holding root will lost to keep this tree stable.

Seth

Seth MacDonald

**President & Certified Arborist** 

TRAC certified

Safaritreepros.com

954-731-7532

### Maria Mihailovschi

From: Jeanette Wofford < Jeanette W@coopercityfl.org>

Sent: Friday, October 27, 2017 2:49 PM

To: Maria Mihailovschi
Subject: RE: Question

Hi Maria.

If, as the property manager, you feel you need to do a tree removal to protect your or a resident's property, I trust you to make that determination. If you would just let me know, that would be great. If you have many trees to remove, I may want to see some of them just so everyone knows they aren't being needlessly removed. Replacement species will need to be determined by each individual location. If possible, use the same species unless you make the decision to replace that species with another. Try to keep me in the loop and that way if I get phone calls, I know the plan. Thank you for checking with me, it is very much appreciated.

Do you have hurricane debris piles there?

jeanette

From: Maria Mihailovschi [mailto:mmihailovschi@castlegroup.com]

Sent: Friday, October 27, 2017 1:46 PM

To: Jeanette Wofford < Jeanette W@coopercityfl.org>

Subject: Question

#### Good afternoon Jeanette

I have a question for you and maybe you can help me or direct me to the right person, after the storm a tree behind a house shift and during the shift the roots came up and damaged the resident's fence, now the homeowner wants me to remove a tree, my questions are do we need a permit to remove that tree or because is a Hurricane issue we don't need one, also if we were to replace the tree what kind of tree do we need to plant in there?

Let me know Thank you Maria

Maria Mihailovschi
General Manager | Castle Group
Monterra CDD "Proudly Managed by Castle Group" 8451 Monterra Blvd., Cooper City, FL 33024
mmihailovschi@castlegroup.com | www.castlegroup.com

P: 954-374-9936 | C: | F: 954-827-0289





2017 BEST PLACES TO WORK



Unpocallated Property Services

## **Gumbo Limbo in Estada**

### **CDD Manager**

From:

Judith Burdt

Sent:

Wednesday, October 18, 2017 10:04 AM

To:

cddmanager

Subject:

cdd mess-3428 NW 87th Estada tree 2017 1JPG; tree 2JPG; tree3JPG

Follow Up Flag:

**Attachments:** 

Follow up

Flag Status:

Flagged

I live exactly in front of theses gumbo limbo trees. I have tolerated the leaf drop into my pool now for years. The branches are now beginning to encroach my property line. The area is ALWAYS a mess. I will expect a crew to trim these trees and clean up this mess ASAP.

I have been tolerant. Take them down and be done with it. Warning....if the root system ruins my pool or pool deck....you will be responsible. So, do the best thing now and cut/prune/remove these issues.

My address is 3418 NW 87th Ave ... Estada

Judy Burdt

Thanks and I'd appreciate a confirmatory response.

### CDD Manager

From: Judith Burdt

Sent: Tuesday, October 31, 2017 3:08 PM

To: cddmanager Cc: judith burdt

Subject: 3418 NW 87th Ave Estada

Attachments: lot with gumbo limbo marked.pdf

Thank you Maria and Hector for meeting with me today 10/31/17 to address my concerns about the encroaching gumbo limbo trees.

In 2009, Tousa Homebuilders landscapers, planted these 5 gumbo limbo trees in an area far too small for these five trees to grow. Over the past 9 years, I have watched these trees grow and split and leaf drop. These trees which get to be 50 feet tall and 40-50 feet wide are totally the wrong type of tree to be in this small planting area. I am already seeing the ground root system develop.

Obviously the original landscaper put in fast growing/cheap trees as a means to try to keep the Tousa Company afloat. Tousa has failed and I am stuck with trees that do not fit this space and am stuck with the future growth and damage I will see to my property due to the close proximity of the planting.

Please see the attached lot survey showing the 5 trees that need to be removed. The closest three trees are 7 ft/8.5ft and 10 ft from my property line.

The back two are 15 feet from my property line. Some branches already overhang my property line.

Since the last hurricane Irma, I see the potential of these trees damaging my pool, my spa, and my fence with permanent damage. Evidence of downed branches were noted at our meeting.

I respectfully and strongly urge to you be proactive to the removal of these trees rather than be reactive WHEN the property damage occurs. Since this landscaping grooming is last to be done, wouldn't it be so much easier to remove the dead grasses and trees now to facilitate EASY mowing?

I have tolerated the lack of grass mowing, the lack of grooming, and the lack of care for the past nine years. I have also tolerated the leaf drop causing much strain on me and my pool filtering system.

The trees fall within the guideline of Cooper City tree removal. All Gumbo Limbo trees are 12 inches in diameter.

I write this note to thank you for taking this concern before the CDD board and to formally document my concerns when I have to deal with a problem as a result of the CDD's trees.

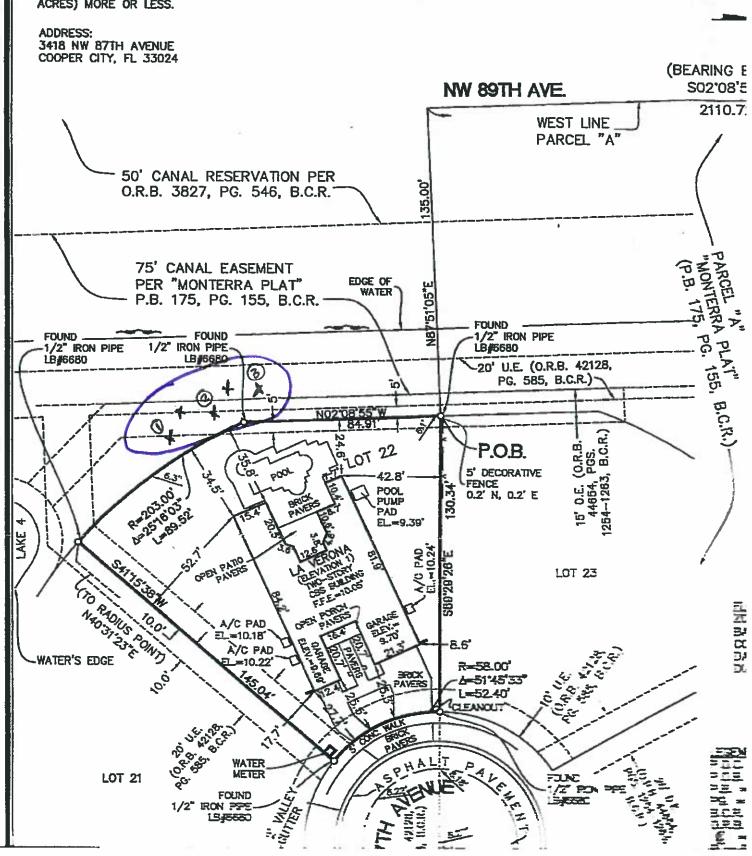
Thank you Maria and Hector

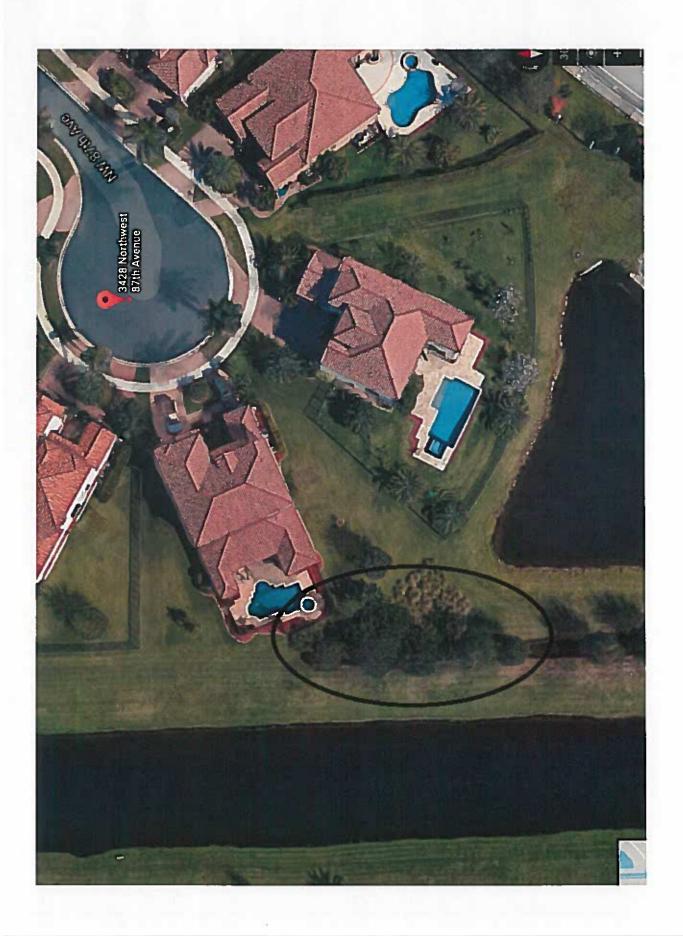
Judy Burdt

Thanks and please respond if indicated.

COMMENCE AT THE WESTERNMOST NORTHWEST CORNER OF SAID PARCEL "A"; THENCE ALONG THE WEST LINE OF SAID PASOUTH 02'08'55" EAST (PLAT BEARING) 2110.72 FEET; THENCE NORTH 87'51'05" EAST 135.00 FEET TO THE POINT OF BE THENCE SOUTH 89"29'26" EAST 130.34 FEET TO A POINT ON A 58.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO NORTHEAST WHOSE RADIUS POINT BEARS SOUTH 89"33"44" EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH ANGLE OF 51'45'33" AN ARC DISTANCE OF 52.40 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 41"15'38" WEST TO A POINT ON A 203.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHEAST WHOSE RADIUS POINT BEAR 40"31'23" EAST; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25"16'03" AN ARC DISTAN 89.52 FEET TO A POINT OF NON-TANGENCY; THENCE NORTH 02"08"55" WEST 84.91 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN COOPER CITY, BROWARD COUNTY, FLORIDA AND CONTAINING 15739 SQUARE ACRES) MORE OR LESS.





## **Fifth Order of Business**

# Monterra Community Development District

Financial Report
October 31, 2017

**Prepared by** 



### **Table of Contents**

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SUPPORTING SCHEDULES		
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# Monterra Community Development District

**Financial Statements** 

(Unaudited)

October 31, 2017

### Balance Sheet

October 31, 2017

ACCOUNT DESCRIPTION	G 	ENERAL FUND		05A DEBT SERVICE FUND		SERIES 115 DEBT ERVICE FUND		TOTAL
ASSETS								
Cash - Checking Account	\$	51,639	\$	_	\$	_	\$	51,639
Cash On Hand/Petty Cash	Ψ	500	Ψ	_	Ψ	_	Ψ	500
Assessments Receivable		300		135,300		-		135,300
Investments:		-		133,300		-		133,300
SBA Account		483,315		_		_		483,315
SBA Account Reserves		345,446		_		_		345,446
Interest Account		-		_		36		36
Interest Account A		_		10		-		10
Prepayment Account		_		3,134		_		3,134
Redemption Fund		_		-		11,573		11,573
Reserve Fund		_		-		253,022		253,022
Reserve Fund A		_		7		_		7
Revenue Fund		_		-		227,523		227,523
Revenue Fund A		-		123				123
Sinking fund		-		9		-		9
Deposits		16,305		-		_		16,305
TOTAL ASSETS	\$	897,205	\$	138,583	\$	492,154	\$	1,527,942
TOTAL ASSETS	Ψ	037,203	Ψ	130,303	Ψ	492,134	Ψ	1,327,342
LIABILITIES								
Accounts Payable	\$	50,638	\$	=	\$	=	\$	50,638
Retainage Payable		9,062		-		-		9,062
TOTAL LIABILITIES		59,700		-		-		59,700
FUND BALANCES								
Restricted for:								
Debt Service		-		138,583		492,154		630,737
Unassigned:		837,505		-		-		837,505
TOTAL FUND BALANCES	\$	837,505	\$	138,583	\$	492,154	\$	1,468,242
TOTAL LIABILITIES & FUND BALANCES	\$	897,205	\$	138,583	\$	492,154	\$	1,527,942

For the Period Ending October 31, 2017

ACCOUNT DESCRIPTION	Annual Adopted Budget	Year to date Budget	Year to date Actual	Committed Funds	Budgetary Actual	Forecasted Funds	Projected Amount	Variance Fav (UnFav)
REVENUES				(1)	(2)	(3)	(4)	(5)
TOTAL REVENUES	\$2,427,114	\$0	\$0	\$0	\$0	\$0	\$0	(\$2,427,114)
<u>EXPENDITURES</u>								
Administrative	98,440	40,016	33,092	-	33,092	-	33,092	65,348
Property management and security	520,246	43,354	18,164	-	18,164	-	18,164	502,082
Maintenance: Gate/Fence	71,183	5,932	2,585	-	2,585	-	2,585	68,598
Maintenance: Lakes	206,458	16,206	17,170	-	17,170	-	17,170	189,288
Maintenance: Landscape/Hardscape	788,010	65,668	57,172	-	57,172	-	57,172	730,838
Maintenance: Pool	23,900	1,967	2,325	-	2,325	-	2,325	21,575
Maintenance: Other	145,704	12,143	9,880	-	9,880	-	9,880	135,824
Utilities	236,300	19,692	20,338	-	20,338	-	20,338	215,962
Other Expenses	58,641	4,720	8,232	-	8,232	-	8,232	50,409
Contingency	278,232	11,163	-	-	-	-	-	278,232
TOTAL EXPENDITURES	2,427,114	220,861	168,958	-	168,958	-	168,958	2,258,156
Excess (deficiency) of revenues								
Over (under) expenditures	-	(220,861)	(168,958)	-	(168,958)	-	(168,958)	(168,958)
Net change in fund balance	-	(220,861)	(168,958)	-	(168,958)	-	(168,958)	(168,958)
FUND BALANCE, BEGINNING (10/1/2017	1,006,463	1,006,463	1,006,463	-	1,006,463	-	1,006,463	-
FUND BALANCE, ENDING	\$1,006,463	\$785,602	\$837,505	\$0	\$837,505	\$0	\$837,505	(\$168,958)

#### Notes

- 1.) Committed Funds are balances from signed contracts which have not been paid yet.
- 2.) Budgetary actuals equals the amount spent year-to-date plus the balance of committed funds.
- 3.) Forecasted Funds are balances which are expected to be needed prior to year-end but no signed contract exists at this time.
- 4.) Projected amounts are the anticipated year-end balances for each category.
- 5.) Compares the projected amounts to the adopted budget. Favorable variances are positive; Unfavorable variances are negative.

For the Period Ending October 31, 2017

ACCOUNT DESCRIPTION	 Annual Adopted Budget	Year to da Budget	te	Year to date Actual	C	ommitted Funds	Budgetary Actual	Variance Fav (UnFav)
REVENUES								
Special Assmnts- Tax Collector	\$ 2,427,114	\$	-	\$	- \$	-	\$ -	\$ (2,427,114)
TOTAL REVENUES	2,427,114		-			-	-	(2,427,114)
EXPENDITURES								
Administrative								
P/R-Board of Supervisors	2,800		233			_	_	2,800
FICA Taxes	214	-	18			_	_	214
ProfServ-Arbitrage Rebate	1,800		-			_	_	1,800
ProfServ-Dissemination Agent	1,800	,	50	139	)	_	139	1,661
ProfServ-Engineering	15,000		250	100		_	100	15,000
ProfServ-Property Appraiser	2,216	1,2	-			_	_	2,216
ProfServ-Trustee Fees	10,500	2.6	325	2,625	:	_	2,625	7,875
Attorney Fees	18,000		500	2,020	_	_	2,025	18,000
ProfServ-Web Site Maintenance	500	1,0	42	28		_	28	472
Auditing Services	4,200		350	20	'		20	4,200
Postage and Freight	750	`	63	34		-	34	716
Rentals & Leases	2,400	,	200	133		-	133	2,267
Insurance - Property	25,743	25,7		22,883		-	22,883	2,267
Insurance - Property						-		•
	7,242		242	6,676		-	6,676	566
Printing and Binding	2,500		208	187		-	187	2,313
Legal Advertising	1,500		25			-	- 070	1,500
Other Current Charges	750		63	372		-	372	378
Office Supplies	350		29	15	•	-	15	335
Dues, Licenses, Subscriptions	 175		75	22.000	·			175
Total Administrative	 98,440	40,0	716	33,092	<u> </u>		33,092	65,348
Property management and security								
ProfServ-Mgmt Consulting Serv	53,045	4,4	20	2,947	,	-	2,947	50,098
Onsite Maintenance	43,051		88	3,588		-	3,588	39,463
Onsite Property Manager	26,697		225	2,225		_	2,225	24,472
Attendant	112,845		104	9,404		_	9,404	103,441
Security	284,608	23,7				_	_	284,608
Total Property management and security	520,246	43,3		18,164			18,164	502,082
Maintenance: Gate/Fence								
R&M-Fence	12,750	1.0	63			-	-	12,750
R&M-Gate	38,000		67	1,466	;	_	1,466	36,534
Gate Transponders	7,000		83	.,		_	-	7,000
Gate Camera Systems	13,433		19	1,119	)	_	1,119	12,314
Total Maintenance: Gate/Fence	 71,183	5,9		2,585			2,585	68,598

For the Period Ending October 31, 2017

ACCOUNT DESCRIPTION	Annual Adopted Budget	Year to date Budget	Year to date Actual	Committed Funds	Budgetary Actual	Variance Fav (UnFav)
Marintana and a land						
Maintenance: Lakes	22.222	4.045	0.005		0.005	40.440
R&M-Pump Station	23,338	1,945	9,895	-	9,895	13,443
Lake & Wetlands Maintenance	28,320	2,360	2,360	-	2,360	25,960
Pest Control-Midge Lake Banks	65,000	5,417	3,265	-	3,265	61,735
Pest Control-Midge Lakes	50,000	4,167	-	-	- 4 050	50,000
Mitigation Maintenance	19,800	1,650	1,650	-	1,650	18,150
Mitigation Reporting	8,000	667	-	-	-	8,000
Pump Station Reserve	12,000	-		-		12,000
Total Maintenance: Lakes	206,458	16,206	17,170	<u> </u>	17,170	189,288
Maintenance: Landscape/Hardscape						
Landscape Contract Administration	12,000	1,000	-	-	-	12,000
R&M-Mulch	50,000	4,167	-	-	-	50,000
R&M-Pest Control	101,000	8,417	8,739	-	8,739	92,261
R&M-Trees and Trimming	30,000	2,500	-	-	-	30,000
Royal Palm Treatment	15,000	1,250	-	-	-	15,000
R&M-Pressure Washing	61,980	5,165	5,165	-	5,165	56,815
Rust Control	9,600	800	800	-	800	8,800
Landscape Maintenance	368,400	30,700	30,208	-	30,208	338,192
Landscape Replacement	30,000	2,500	-	-	-	30,000
Landscape Replacement-Annuals	10,000	833	-	-	-	10,000
Irrigation Maintenance	76,912	6,409	5,905	-	5,905	71,007
Irrigation Repairs & Replacem.	23,118	1,927	6,355	-	6,355	16,763
Total Maintenance: Landscape/Hardscape	788,010	65,668	57,172	-	57,172	730,838
Maintananas Paal						
Maintenance: Pool R&M-Pools	20.000	1 667	0.005		2 225	17.675
Pool Furniture	20,000	1,667	2,325	-	2,325	17,675
	3,600	300	-	-	-	3,600
Pool Permits  Total Maintenance: Pool	23,900	1,967	2,325	<u>-</u>	2,325	21,575
Total Maintenance. 1 001	20,300	1,301	2,323		2,020	21,575
Maintenance: Other						
Gym Equipment Maintenance	6,500	542	2,790	-	2,790	3,710
R&M-General	58,400	4,867	1,130	-	1,130	57,270
R&M-Fountain	-	-	275	-	275	(275
Janitorial Maintenance	66,254	5,521	3,147	-	3,147	63,107
R&M - Water Feature	3,300	275	-	-	-	3,300
IT Maintenance	1,750	146	450	-	450	1,300
A/C Maintenance	3,500	292	-	-	-	3,500
Tot Lot Maintenance	6,000	500	2,088	_	2,088	3,912
Total Maintenance: Other	145,704	12,143	9,880	-	9,880	135,824

For the Period Ending October 31, 2017

ACCOUNT DESCRIPTION	Adopted Budget	Year to date Budget	Year to date Actual	Committed Funds	Budgetary Actual	Variance Fav (UnFav)
<u>Utilities</u>						
Communication - Telephone	7,500	625	2,972		2,972	4,528
Electricity - Entrance	12,500	1,042	1,152	-	1,152	11,348
Electricity - Pump Station	62,500	5,208	3,924	-	3,924	58,576
Electricity - Streetlighting	114,500	9,542	9,598	-	9,598	104,902
Utility - Water	16,500	1,375	334	-	334	16,166
Electricity - Gate	10,300	1,373	27	_	27	(27)
Electric - Monuments	300	25	17	_	17	283
Electricity	22,500	1,875	2,314	-	2,314	20,186
Total Utilities	236,300	19,692	20,338		20,338	215,962
Other Expenses						
Fire Alarm Monitoring	480	40	110	-	110	370
Contracts-Fire Exting. Insp.	120	10	-	-	-	120
Utility - Water	8,000	667	497	-	497	7,503
Utility - Refuse Removal	5,000	417	388	-	388	4,612
Lease - Copier	-	-	200	-	200	(200)
Golf Cart	-	-	199	-	199	(199)
Backflow Assembly Testing	170	14	-	-	-	170
Gym Wipes	3,000	250	-	-	-	3,000
Misc-Holiday Lighting	8,650	721	4,325	-	4,325	4,325
Misc-Special Events	6,000	500	34	-	34	5,966
Misc-Licenses & Permits	721	60	-	-	-	721
Entry System-Key Fob	1,000	83	718	-	718	282
Office Supplies	12,000	1,000	973	-	973	11,027
Cleaning Supplies	5,500	458	186	-	186	5,314
Water Cooler	3,000	250	342	-	342	2,658
Electrical Supplies	3,000	250	260	-	260	2,740
Reserve - Equipment	2,000		-	-	-	2,000
Total Other Expenses	58,641	4,720	8,232	-	8,232	50,409
Contingency						
Misc-Contingency	133,957	11,163	_	_	-	133,957
Capital Reserve	144,275	, -	-	-	_	144,275
Total Contingency	278,232	11,163	-	-	-	278,232
TOTAL EXPENDITURES	2,427,114	220,861	168,958	-	168,958	2,258,156
Excess (deficiency) of revenues						
Over (under) expenditures		(220,861)	(168,958)	-	(168,958)	(168,958)
Net change in fund balance		(220,861)	(168,958)	-	(168,958)	(168,958)
FUND BALANCE, BEGINNING (OCT 1, 2017)	1,006,463	1,006,463	1,006,463	-	1,006,463	-
FUND BALANCE, ENDING	\$ 1,006,463	\$ 785,602	\$ 837,505	\$0	\$837,505	(\$168,958)

For the Period Ending October 31, 2017

ACCOUNT DESCRIPTION	A	ANNUAL ADOPTED BUDGET	YEAR T		R TO DATE	ANCE (\$) UNFAV)
REVENUES						
Interest - Investments	\$	-	\$	-	\$ -	\$ -
Special Assmnts- Tax Collector		419,250		-	-	-
TOTAL REVENUES		419,250		-	-	-
<u>EXPENDITURES</u>						
Debt Service						
Principal Debt Retirement		150,000		_	-	-
Interest Expense		270,400		-	-	 <u>-</u>
Total Debt Service		420,400			 -	 
TOTAL EXPENDITURES		420,400		-	-	-
Excess (deficiency) of revenues						
Over (under) expenditures		(1,150)			 	 
OTHER FINANCING SOURCES (USES)						
Contribution to (Use of) Fund Balance		(1,150)		-	-	-
TOTAL FINANCING SOURCES (USES)		(1,150)		-	-	-
Net change in fund balance	\$	(1,150)	\$	<u>-</u>	\$ 	\$ <u>-</u>
FUND BALANCE, BEGINNING (OCT 1, 2017)		138,583		-	138,583	
FUND BALANCE, ENDING	\$	137,433	\$		\$ 138,583	

For the Period Ending October 31, 2017

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO D		R TO DATE		NCE (\$) NFAV)
REVENUES						
Interest - Investments	\$ -	\$	-	\$ -	\$	-
Special Assmnts- Tax Collector	1,010,562		-	-		-
TOTAL REVENUES	1,010,562		-	-		-
EXPENDITURES						
Debt Service						
Principal Debt Retirement	580,000		-	-		-
Interest Expense	 435,413			-		_
Total Debt Service	 1,015,413			 -	-	
TOTAL EXPENDITURES	1,015,413		-	-		-
Excess (deficiency) of revenues						
Over (under) expenditures	 (4,851)		-	 -		-
OTHER FINANCING SOURCES (USES)						
Contribution to (Use of) Fund Balance	(4,851)		-	-		-
TOTAL FINANCING SOURCES (USES)	(4,851)		-	-		-
Net change in fund balance	\$ (4,851)	\$		\$ -	\$	
FUND BALANCE, BEGINNING (OCT 1, 2017)	492,154		-	492,154		
FUND BALANCE, ENDING	\$ 487,303	\$		\$ 492,154		

# Monterra Community Development District

**Supporting Schedules** 

October 31, 2017

PAGE 1 YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 10/17/17 AP300R \*\*\* CHECK DATES 10/01/2017 - 10/17/2017 \*\*\* MONTERRA CDD - GENERAL FUND BANK B MONTERRA - SUNTRUST CHECK VEND# ....INVOICE..... ...EXPENSED TO...
DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS STATUS AMOUNT ....CHECK.... VENDOR NAME AMOUNT # 10/05/17 00168 9/26/17 48139 201709 350-57200-46005 240.00 SEMI-ANNUAL MAINTENANCE A/C TECHNOLOGIES 240.00 004229 10/05/17 00014 9/29/17 10000259 201709 310-51300-48000 106.41 NOTICE OF SPC MEETING ALM MEDIA, LLC 106.41 004230 10/05/17 00207 9/28/17 WO-9774 201709 320-53800-46000 \* 5,152.50 REPLACE OLD GATE ARMS 5,152.50 004231 AT&I SYSTEMS 10/05/17 00008 8/31/17 144311 201708 310-51300-31500 4.310.10 LEGAL FEES THRU 08/31/17 4,310.10 004232 BILLING, COCHRAN, LYLES, MAURO & RAMSE 10/05/17 00095 9/30/17 093017 201709 350-57200-46000 11.43 REPLENISH PETTY CASH CASH 11.43 004233 10/05/17 00185 10/01/17 MGT-1001 201710 320-53800-34000 3,587.58 OCT 17 - MGMT FEES 10/01/17 MGT-1001 201710 350-57200-34000 2,224.73 OCT 17 - MGMT FEES 10/01/17 MGT-1001 201710 350-57200-34100 3.167.79 OCT 17 - MGMT FEES 10/01/17 MGT-1001 201710 350-57200-34100 6,235.98 OCT 17 - MGMT FEES 10/01/17 MGT-1001 201710 320-53800-46002 1,176.75 OCT 17 - MGMT FEES 10/01/17 MGT-1001 201710 330-53800-46002 392.25 OCT 17 - MGMT FEES 10/01/17 MGT-1001 201710 340-53800-46002 1.046.00 OCT 17 - MGMT FEES 10/01/17 MGT-1001 201710 350-57200-46001 2,832.92 OCT 17 - MGMT FEES CASTLE MANAGEMENT, LLC 20,664.00 004234 10/05/17 00033 9/22/17 41456-09 201709 340-53800-43100 435.77 8560 NW 39 ST 9/22/17 41457-09 201709 350-57200-43100 525.15 8451 MONTERRA BLVD. 9/22/17 41782-09 201709 340-53800-43100 37.79 8210 NW 39TH ST - GUARDHS CITY OF COOPER CITY 998.71 004235

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\*\*\* CHECK DATES 10/01/2017 - 10/17/2017 \*\*\* MONTERRA CDD - GENERAL FUND BANK B MONTERRA - SUNTRUST CHECK VEND# ....INVOICE.... ...EXPENSED TO...
DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS STATUS AMOUNT VENDOR NAME ....CHECK.... AMOUNT # 10/05/17 00105 9/21/17 0380131- 201710 340-53800-41000 254.32 2666 NW 84TH AVE-GUARDGAT COMCAST 254.32 004236 292.72 10/05/17 00105 9/21/17 1014707- 201710 340-53800-41000 8560 MONTERRA BLVD. GRDHS COMCAST 292.72 004237 10/05/17 00105 9/26/17 1016934- 201710 340-53800-41000 196.95 8210 MONTERRA BLVD. GRDHS 196.95 004238 COMCAST 10/05/17 00105 9/26/17 1544432- 201710 340-53800-41000 120.75 2811 NW SOLANO AVE-GRDGAT COMCAST 120.75 004239 10/05/17 00105 10/02/17 0316762- 201710 350-57200-41000 621.50 8451 MONTERRA BLVD. COMCAST 621.50 004240 10/05/17 00206 9/26/17 INV20170 201709 350-57200-46004 240.00 FIRE PANEL SVC CALL 240.00 004241 DATEL CORPORATION 10/05/17 00057 10/01/17 2293 201710 320-53800-46300 2.360.00 OCT 17 - LAKE MAINTENANCE 10/01/17 2293 201710 320-53800-46305 1,650.00 OCT 17 - MITIGATION MAINT ECO BLUE AQUATIC SERVICES, INC. 4,010.00 004242 10/05/17 00205 9/28/17 2017002 201709 350-57200-46004 904.00 REPLC OLD NETWORK SYSTEM ECS ACCESS, LLC 904.00 004243 10/05/17 00039 9/21/17 6286 201710 310-51300-45000 6,676.00 FY 2018 INSURANCE 9/21/17 6286 201710 320-53800-45000 3,185.31 FY 2018 INSURANCE 9/21/17 6286 201710 330-53800-45000 1,061.77 FY 2018 INSURANCE 9/21/17 6286 201710 340-53800-45000 2.832.92 FY 2018 INSURANCE 9/21/17 6286 201710 350-57200-45000 15,803.00 FY 2018 INSURANCE 29,559.00 004244 EGIS INSURANCE & RISK ADVISORS

AP300R

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 10/17/17

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 10/17/17 PAGE 3
\*\*\* CHECK DATES 10/01/2017 - 10/17/2017 \*\*\* MONTERRA CDD - GENERAL FUND
BANK B MONTERRA - SUNTRUST

	BANK B MUNIERRA - SUNIRUSI			
CHECK VEND# DATE	INVOICE EXPENSED TO VENDOR NAME DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
10/05/17 00180	7/03/17 32664 201710 300-20600-10000 JULY 17 - RETAINAGE	*	3,020.78	
	10/03/17 32697 201710 320-53800-46200 OCT 17 - LANDSCAPE MAINT	*	13,237.44	
	10/03/17 32697 201710 330-53800-46200 OCT 17 - LANDSCAPE MAINT	*	4,412.49	
	10/03/17 32697 201710 340-53800-46200 OCT 17 - LANDSCAPE MAINT	*	11,766.63	
	10/03/17 32697 201710 350-57200-46200 OCT 17 - LANDSCAPE MAINT	*	791.19	
	10/03/17 32697 201710 300-20600-10000	*	3,020.78-	
	EQUATOR LANDSCAPING			30,207.75 004245
10/05/17 00021			592.30	
	9/19/17 SEPTEMBE 201709 330-53800-43001 SERVICE THRU 09/19/2017	*	1,439.63	
	9/19/17 SEPTEMBE 201709 330-53800-43002 SERVICE THRU 09/19/2017	*	17.95	
	9/19/17 SEPTEMBE 201709 320-53800-43000 SERVICE THRU 09/19/2017	*	1,776.89	
	9/19/17 SEPTEMBE 201709 320-53800-43001 SERVICE THRU 09/19/2017	*	4,318.92	
	9/19/17 SEPTEMBE 201709 320-53800-43002 SERVICE THRU 09/19/2017	*	26.08	
	9/19/17 SEPTEMBE 201709 340-53800-43000 SERVICE THRU 09/19/2017	*	1,579.46	
	9/19/17 SEPTEMBE 201709 340-53800-43001	*	3,839.04	
	SERVICE THRU 09/19/2017 9/19/17 SEPTEMBE 201709 340-53800-43002 SERVICE THRU 09/19/2017	*	1,126.00	
	9/19/17 SERVICE THRU 09/19/2017 9/19/17 SEPTEMBE 201709 350-57200-43000 SERVICE THRU 09/19/2017	*	2,405.44	
	SERVICE THRU 09/19/2017 FPL			17,121.71 004246
10/05/17 00001	10/02/17 176 201710 310-51300-34000	*	2,946.80	
	OCT 17 - MGMT FEES 10/02/17 176 201710 310-51300-44000	*	133.34	
	9/19/17 SEPTEMBE 201709 340-538007  9/19/17 SEPTEMBE 201709 350-57200-43000	*	138.88	
	OCT 17 - DISSEMINATION 10/02/17 176 201710 310-51300-35100	*	27.78	
	OCT 17 - WEBSITE ADMIN 10/02/17 176 201710 310-51300-51000 OCT 17 - OFFICE SUPPLIES	*	15.00	

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/C *** CHECK DATES 10/01/2017 - 10/17/2017 *** MONTERRA CDD - GENERAL FUND BANK B MONTERRA - SUNTRUST	COMPUTER CHECK REGISTER	RUN 10/17/17	PAGE 4
CHECK VEND#INVOICEEXPENSED TO VENDOR NAME DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
10/02/17 176 201710 310-51300-42000 OCT 17 - POSTAGE	*	34.37	
10/02/17 176 201710 310-51300-47000 OCT 17 - COPIES	*	187.30	
GOVERNMENTAL MANAGEMENT	SERVICES -		3,483.47 004247
10/05/17 00041 9/19/17 136003 201709 320-53800-46011 PM-PARTS	*	85.24	
9/20/17 136515 201709 320-53800-46011 PUMP DOES NOT RUN	*	294.40	
9/22/17 136595 201709 320-53800-46011	*	657.49	
PLC REPLACEMENT 9/23/17 136601 201709 320-53800-46111 UPGRADE TO FLOWGUARD 3	*	4,661.61	
HOOVER PUMPING SYSTEMS			5,698.74 004248
10/05/17 00118 9/21/17 1385650 201709 350-57200-34502 FARGO RIBBON/CLN ROLLER	*	120.00	
			120.00 004249
10/05/17 00036 10/03/17 4597 201710 320-53800-46310 OUARTERLY MONITORING	*	2,000.00	
10/03/17 4597 201710 320-53800-46310 QUARTERLY MONITORING	V	2,000.00-	
10/03/17 4597 201709 320-53800-46310 OUARTERLY MONITORING	*	2,000.00	
J. BRAD MELKO INC.			2,000.00 004250
10/05/17 00178 10/01/17 307723 201710 340-53800-34501 OCT 17 - ANALYTIC SERVICE		1,119.44	
			1,119.44 004251
10/05/17 00170 8/31/17 20029470 201708 340-53800-46001 AUG 17 - GOLF CART	*	300.00	
8/31/17 20029470 201708 340-53800-34500 AUG 17 - PATROL CAR RENTL	*	1,200.00	
KENT SECURITY OF PALM BE	EACH, INC.		1,500.00 004252
10/05/17 00194 9/27/17 092717 201709 350-57200-46000 REIMBURSEMENT	*	39.30	
9/27/17 092717 201709 320-53800-46000 REIMBURSEMENT	*	1,640.00	
9/27/17 092717 201709 320-53800-46300 REIMBURSEMENT	*	115.08	
MARTA MIHATLOVSCHI			1,794.38 004253

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 10/17/17 PAGE 5
\*\*\* CHECK DATES 10/01/2017 - 10/17/2017 \*\*\* MONTERRA CDD - GENERAL FUND
BANK B MONTERRA - SUNTRUST

		THE B HOWIEIGHT BOWINGST			
CHECK VEND# DATE	INVOICEEXPENSED TO DATE INVOICE YRMO DPT ACCT#	VENDOR NAME SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
10/05/17 00102	9/15/17 96302822 201709 350-57200- SUPPLIES	52000	*	418.76	
	9/15/17 96302835 201709 350-57200- SUPPLIES	52000	*	100.66	
	9/16/17 96302835 201709 350-57200- SUPPLIES	52000	*	114.55	
	9/19/17 96388861 201709 350-57200- SUPPLIES	52004	*	287.81	
	9/19/17 96388872 201709 350-57200-		*	33.90	
		OFFICE DEPOT, INC.			955.68 004254
10/05/17 00191	10/01/17 318484 201710 320-53800- LEASED GOLF CART-OCT 17		*	199.00	
	DEADED GODE CART OCT 17	PALM BEACH GOLF CARS			199.00 004255
10/05/17 00100	9/25/17 12818 201709 320-53800- SEPT 17 - PRESSURE WASH	46006	*	2,324.25	
	9/25/17 12818 201709 330-53800- SEPT 17 - PRESSURE WASH		*	774.75	
	9/25/17 12818 201709 340-53800- SEPT 17 - PRESSURE WASH	46006	*	2,066.00	
	DEFI I/ FREDOURE WADII	PEOPLE'S CHOICE PRESSURE CLEANING			5,165.00 004256
10/05/17 00164	9/26/17 07I00095 201709 350-57200-	52003	*	154.25	
	SERVICE THRU 09/24/2017 9/26/17 07000097 201709 340-53800- SERVICE THRU 09/24/2017		*	50.50	
	SERVICE THRO U9/24/2017	READYREFRESH BY NESTLE			204.75 004257
10/05/17 00204	9/05/17 17449 201709 320-53800- VAC TRUCK-3 HR			555.00	
	VAC TRUCK-3 HR	ROCKLINE VAC SYSTEMS, INC.			555.00 004258
10/05/17 00089	10/01/17 171372 201710 350-57200- MONITORING 10/1-12/31/17		*	109.80	
		SPECIALIZED HOME ELECTRONICS			109.80 004259
10/05/17 00103	9/20/17 32469 201709 340-53800-		*	250.00	
	WELD PICKETS TO FENCE 9/22/17 32495 201709 340-53800- ACCESS BASE-NOT CONNECT	46100	*	95.00	
	9/27/17 32490 201709 340-53800-	46100	*	117.87	
	QUARTERLY PM 9/28/17 32564 201709 340-53800- WORN BELT	46100	*	8.00	

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 10/17/17 PAGE 6 \*\*\* CHECK DATES 10/01/2017 - 10/17/2017 \*\*\* MONTERRA CDD - GENERAL FUND BANK B MONTERRA - SUNTRUST CHECK VEND# ....INVOICE.... ...EXPENSED TO...
DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS VENDOR NAME STATUS AMOUNT ....CHECK.... AMOUNT # 10/02/17 32475 201710 340-53800-46100 95.00 GATE STUCK OPEN TOTAL ENTRY CONTROL 565.87 004260 10/05/17 00151 9/21/17 9212017E 201709 330-53800-46201 135.00 MOSOUITO CONTROL 9/21/17 9212017E 201709 320-53800-46201 135.00 MOSOUITO CONTROL 9/21/17 9212017E 201709 340-53800-46201 136.00 MOSOUITO CONTROL 9/25/17 9252017E 201709 320-53800-46201 3,787.50 SEPT 17 - PEST CONTROL 9/25/17 9252017E 201709 330-53800-46201 1,262.50 SEPT 17 - PEST CONTROL 9/25/17 9252017E 201709 340-53800-46201 3,283.34 SEPT 17 - PEST CONTROL 8,739.34 004261 TROPICAL PLANT AND PEST SERVICES 10/05/17 00184 9/30/17 INV-0915 201710 350-57200-46004 450.00 OCT-NOV 17 PROP MGMT UNIFIED TECHNOLOGY GROUP, LLC 450.00 004262 10/05/17 00064 10/01/17 0675635- 201710 350-53800-43300 387.71 OCT 17 -REFUSE SVCS. 387.71 004263 WASTE MANAGEMENT 10/05/17 00130 10/01/17 09069660 201710 350-57200-42500 OCTOBER 17 - COPIER XEROX CORPORATION 199.79 004264 10/05/17 00061 9/30/17 38130 201709 350-57200-45300 1,872.00 POOL FILTER CARTRIDGES 9/30/17 38130 201709 350-57200-45300 300.00 HURRICANE IRMA CLEANUP 10/01/17 37951 201710 340-53800-45300 OCT 17 - FOUNTAIN MAINT. 275.00 10/01/17 37952 201710 350-57200-45300 1,400.00 OCT 17 - POOL MAINTENANCE 5 STAR POOLS, INC. 3,847.00 004265 10/13/17 00185 5/24/17 ADJMGT-0 201705 320-53800-34000 3.587.59 MAY 17 MANAGEMENT FEES 5/24/17 ADJMGT-0 201705 350-57200-34000 2,224.73 MAY 17 MANAGEMENT FEES 5/24/17 ADJMGT-0 201705 350-57200-34100 3,167.79 MAY 17 MANAGEMENT FEES

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AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 10/17/17 PAGE
\*\*\* CHECK DATES 10/01/2017 - 10/17/2017 \*\*\* MONTERRA CDD - GENERAL FUND
BANK B MONTERRA - SUNTRUST

	BANK B MONTERRA -	- SUNTRUST		
CHECK VEND# DATE	INVOICEEXPENSED TO VED DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	ENDOR NAME STATUS	AMOUNT	CHECK AMOUNT #
	5/24/17 ADJMGT-0 201705 350-57200-34100	*	6,235.97	
	5/24/17 ADJMGT-0 201705 320-53800-46002	*	1,176.75	
	MAY 17 MANAGEMENT FEES 5/24/17 ADJMGT-0 201705 330-53800-46002 MAY 17 MANAGEMENT FEES	*	392.25	
	MAY 17 MANAGEMENT FEES 5/24/17 ADJMGT-0 201705 340-53800-46002 MAY 17 MANAGEMENT FEES	*	1,046.00	
	MAY 17 MANAGEMENT FEES 5/24/17 ADJMGT-0 201705 350-57200-46001 MAY 17 MANAGEMENT FEES	*	2,832.92	
	6/01/17 ADJMGT-0 201706 320-53800-34000 JUN 17 MANAGEMENT FEES	*	3,587.59	
	6/01/17 ADJMGT-0 201706 350-57200-34000 JUN 17 MANAGEMENT FEES	*	2,224.73	
	6/01/17 ADJMGT-0 201706 350-57200-34100 JUN 17 MANAGEMENT FEES	*	3,167.78	
	6/01/17 ADJMGT-0 201706 350-57200-34100 JUN 17 MANAGEMENT FEES	*	6,235.98	
	6/01/17 ADJMGT-0 201706 320-53800-46002 JUN 17 MANAGEMENT FEES	*	1,176.75	
	6/01/17 ADJMGT-0 201706 330-53800-46002 JUN 17 MANAGEMENT FEES	*	398.25	
	6/01/17 ADJMGT-0 201706 340-53800-46002 JUN 17 MANAGEMENT FEES	*	1,046.00	
	6/01/17 ADJMGT-0 201706 350-57200-46001 JUN 17 MANAGEMENT FEES	*	2,832.92	
	CASTLE MANAGEM			41,334.00 004266
10/17/17 00207	10/04/17 WO-9927 201710 340-53800-46100 GATE STUCK CLOSED	*	519.94	
	10/09/17 WO-0025 201710 340-53800-46100	*	85.00	
	AT&I SYSTEMS			604.94 004267
10/17/17 00095	10/17/17 101717 201710 340-53800-46000 REPLENISH PETTY CASH	*	48.69	
	10/17/17 101717 201710 350-57200-49400 REPLENISH PETTY CASH	*	34.42	
	10/17/17 101717 201710 350-57200-46000		180.87	
	CASH			263.98 004268
10/17/17 00185	5/31/17 MISC-051 201709 350-57200-34000 SHIRTS/UNIFORMS ORDERED		315.00	
	6/30/17 CELL-061 201709 350-57200-34000 CELLPHONE-RETRO 6 PAY PD	*	138.42	

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 10/17/17 PAGE 8
\*\*\* CHECK DATES 10/01/2017 - 10/17/2017 \*\*\* MONTERRA CDD - GENERAL FUND
BANK B MONTERRA - SUNTRUST

BANK B MONIEKKA - SUNIKUSI								
CHECK VEND# DATE	DATE INVOICE	EXPENSED TO YRMO DPT ACCT# SUB	VENDOR NAME SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #		
	7/31/17 CELL-071 2 CELLPHONE	201709 350-57200-3400 E-JULY 17		*	49.99			
	7/31/17 MISC-071 2	E-0011 17 201709 350-57200-5100 AGES-JULY 17	00	*	23.10			
		201709 350-57200-3400	00	*	49.99			
	9/30/17 MISC-091 2	E-9/16/17 201709 350-57200-5100 AGES-SEPT 17		*	7.74			
			ASTLE MANAGEMENT, LLC			584.24 004269		
		201710 340-53800-4600		*	640.00			
			EN'S LIGHTING COMPANY			640.00 004270		
10/17/17 00001		201710 310-51300-4900		*	320.36			
	FERM W/D		VERNMENTAL MANAGEMENT S	ERVICES -		320.36 004271		
10/17/17 00150				*				
	9/29/17 91577833 2	GN F051 10 F1 201709 350-57200-5200 CARPET EXTRACTOR	00	*	520.99			
	TORNADO (		SUPPLY FACILITIES MAIN	TENANCE		895.94 004272		
10/17/17 00170	9/30/17 20029584 2	201709 340-53800-3450 - GUARD SERVICE	10	*	21,530.50			
	9/30/17 20029584 2	201709 340-53800-4600	)1	*	300.00			
	SEFT I7	KE	NT SECURITY OF PALM BEA	CH, INC.		21,830.50 004273		
10/17/17 00102	9/27/17 96638093 2 SUPPLIES	201709 350-57200-5100	00	*	13.58			
		201709 350-57200-5200	)4	*	64.19			
		201709 350-57200-5100	0	*	35.79			
		201709 350-57200-5200	)4	*	220.77			
		201709 350-57200-5200	)4	*	67.58			
		201710 350-57200-5200	)4	*	159.03			
		201710 350-57200-5100	00	*	59.84			
			FICE DEPOT, INC.			620.78 004274		

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CH *** CHECK DATES 10/01/2017 - 10/17/2017 *** MONTERRA CDD - GENERAL FUND BANK B MONTERRA - SUNTRUST	HECK REGISTER	RUN 10/17/17	PAGE 9			
CHECK VEND#INVOICEEXPENSED TO VENDOR NAME DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #			
10/17/17 00044 9/29/17 35203 201709 320-53800-35001	*	1,095.55				
SEPT 17 - IRR REPAIRS 9/29/17 35203 201709 340-53800-35001	*	1,623.46				
SEPT 17 - IRR REPAIRS 10/01/17 35230 201710 340-53800-35000	*	3,295.00				
OCT 17 - VALVE MAINTENANC 10/01/17 35231 201710 320-53800-35000 OCT 17 - IRR MAINTENANCE	*	1,670.00				
OCT 17 - IRR MAINTENANCE 10/01/17 35231 201710 330-53800-35000 OCT 17 - IRR MAINTENANCE	*	170.00				
10/01/17 35231 201710 340-53800-35000	*	770.00				
OCT 17 - IRR MAINTENANCE 10/04/17 35239 201710 320-53800-35001 FIXED BROKEN PIPE	*	598.13				
10/04/17 35242 201710 320-53800-35001	*	300.00				
LOST POWER TO PUMP  RESEARCH IRRIGATION  9,522.14 004275						
10/17/17 00074 10/01/17 151744 201710 320-53800-46004 OCT 17 - RUST CONTROL	*	360.00				
10/01/17 151744 201710 330-53800-46004 OCT 17 - RUST CONTROL	*	120.00				
10/01/17 151744 201710 340-53800-46004 OCT 17 - RUST CONTROL	*	320.00				
RUST TECH			800.00 004276			
10/17/17 00103 10/10/17 32631 201710 340-53800-46100	*	120.00				
GATES OFFLINE (COMCASI)  TOTAL ENTRY CONTROL			120.00 004277			
10/17/17 00151 10/12/17 10122017 201710 320-53800-46301	*	585.00				
TREAT WEILANDS FOR MOSQ  TROPICAL PLANT AND PEST SERVICES			585.00 004278			
10/17/17 00192 9/16/17 091617 201709 350-57200-46000 IRMA-ROOF TILE DAMAGE	*	450.00				
V.E. QUILLEN ROOFING AND CONSULTIN	IG		450.00 004279			
10/17/17 00072 10/09/17 634833 201710 350-57200-46000 ABNORMAL 24 HOUR TEST	*	260.00				
WAYNE AUTOMATIC FIRE SPRINKLERS			260.00 004280			
TOTAL FOR BANK		230,938.70	_			
TOTAL FOR REGIS		230,938.70				
TOTAL FOR REGIS	,111	230,730.70				