

MINUTES OF MEETING
REMINGTON
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Remington Community Development District was held Tuesday, May 23, 2017 at 6:00 p.m. at the Remington Recreation Center, 2651 Remington Boulevard, Kissimmee, Florida.

Present and constituting a quorum were:

Brian (Ken) Brown	Chairman
Sal Perillo	Assistant Secretary
Carl Thilburg	Assistant Secretary
Kenneth Soukup	Supervisor

Also present were:

Jason Showe	District Manager
Leigh Ann Buzyniski	District Counsel
Alan Scheerer	Field Manager
Mark Vincutonis	HWA
William Bassetti	UPS
ChiPing Cheung	Kissimmee Bay Country Club Owner
Mike Arnett	Kissimmee Bay Golf Club Manager

FIRST ORDER OF BUSINESS

Roll Call

Mr. Brown called the meeting to order at 6:12 p.m.

Mr. Showe called the roll.

SECOND ORDER OF BUSINESS

Modifications to Agenda

Mr. Brown: Can we switch Items 4 and 5?

Mr. Showe: Sure.

Mr. Brown: We should approve the minutes before we vote someone on the Board, since they were not involved in the minutes.

Mr. Showe: That makes sense.

THIRD ORDER OF BUSINESS

Public Comment Period

Mr. Brown: Please state your name, address and keep your comments to three minutes.

Mr. Cheung: My name is ChiPing Cheung. I spoke to Jason on the phone. I'm the owner of the Kissimmee Bay Country Club and Remington Golf Club. The golf club owns two lakes on the Remington Golf Course; around the first and second green. The rest of the lakes are owned by the CDD. When we looked at the Osceola County Tax Assessor's Office map, we noticed that all of these lakes are owned by the CDD, and there is a wide easement between the edge of the lake bank to the waterline of our property. Then we realized that we have been maintaining all of the lake banks, in addition to the two that we own, in addition to many areas that are currently labeled as CDD property. We have been mowing, maintaining, weed eating, applying chemicals, etc. I spoke to Jason several times and Jason sent me a document from 1994. Section 7.1 states the responsibility for maintaining the properties and who owns what. That section tells us, specifically that the CDD should be responsible for maintaining properties that belong to the CDD, such as the lakes and easement area within your property.

Mr. Showe: The way that I read that document, I believe there's a different definition. There are eight pages of exhibits, which define CDD and golf course property and shows the boundaries of the golf course. To the extent that any lakes fall within the boundaries of the golf course, the maintenance responsibilities listed under Section 7.1, would be the responsibility of the golf course. That's the way the District's been operating since this agreement was put into place in 1994.

Mr. Vincutonis: The ponds on the golf course are stormwater ponds in the name of the CDD. The CDD does maintain and spray all of the ponds within the golf course. Applied Aquatics performs aquatic maintenance for all of the ponds in Remington, on behalf of the CDD. What's being questioned is the string trimming, edging and mowing around the edge of the pond bank. Jason alluded to the document, which states that any of the stormwater ponds that fall within the golf course, are the responsibility of the golf course.

Mr. Scheerer: The prior owner of both golf courses, Bill Stein, assumed responsibility of the Remington Golf Club for many years. The CDD never string trimmed, wedged or weed whacked any ponds, nor does the current landscape contract call for that responsibility to fall to the CDD under the current REW contract. We've never done it and I've been here since I was six.

Mr. Brown: Has your office looked at that?

Ms. Buzyniski: I looked at this agreement. One thing I have not done, as Jason was mentioning, is studying the exhibits and how those areas are defined, if there are legal descriptions. I have not done that part but I looked at the document itself. I looked at the parcels on the Property Appraiser's website and on the plat. I have done that research and review.

Mr. Brown: What is your opinion?

Ms. Buzyniski: The agreement says, "Each landowner bears responsibility for cosmetic maintenance located within each property." That is pretty clear. I'm not sure, without looking at those exhibits and seeing how those are defined, who owns what.

Mr. Cheung: I looked at the boundaries on the same site. Every lake has 15' of easement.

Mr. Showe: The agreement is clear that the CDD owns the lake. There's no dispute about the agreement. The agreement is also clear that each landowner, which is the golf course and the CDD, shall bear responsibility for providing routine mowing, trimming and other types of maintenance for stormwater facilities, which are defined as CDD owned.

Mr. Cheung: You are responsible for the portion that's in your boundaries, right?

Mr. Showe: You are responsible for the routine maintenance of the stormwater facilities that are on the golf course.

Mr. Scheerer: Yes.

Mr. Cheung: I agree. So, we are responsible for the property that we own.

Mr. Showe: That's not what the agreement says, in my interpretation.

Mr. Cheung: My interpretation is that you are responsible for your property.

Mr. Showe: Our attorney disagrees with that.

Ms. Buzyniski: It says, "For those portions of the facilities located within the lands of each respective owner." Does that mean within the property boundary or within the lands of each owner? Were there surveys and as-builts?

Mr. Showe: There are legal descriptions, that were attached, that define the golf course property and CDD property.

Mr. Cheung: I think your understanding is there is no overlapping between golf course property or CDD property. It's very clear. There is no overlapping of the ponds?

Ms. Buzyniski: That would seem to me what this is saying.

Mr. Cheung: If I'm reading this correctly, you are responsible for your property.

Ms. Buzyniski: There is a property boundary and whatever is on the CDD side of the boundary is CDD responsibility, and whatever is on golf course property, belongs to the golf course.

Mr. Showe: It suggests that the boundaries for the golf course encompass the entire golf course, so if the lake is within the boundaries of the entire golf course, that lake would fall under Section 7.1 as the maintenance responsibility for the golf course, because there's not benefit to the CDD for maintaining the banks of those lakes. That's the way we operated as a District, since the agreement was signed.

Mr. Cheung: I think CDD property surrounds the golf course, instead of golf course property surrounding CDD property.

Mr. Showe: I don't believe that the agreement is laid out that way.

Mr. Cheung: Forget about who is who. There is no overlapping; therefore, you have to maintain the lake banks.

Mr. Showe: We are not responsible for the routine maintenance of the banks that fall upon the golf course.

Mr. Cheung: Your banks do not fall on golf course property. There is a clear boundary.

Mr. Brown: It does.

Mr. Showe: In terms of the way that this agreement is defined, it does.

Mr. Cheung: We are doing routine maintenance every day. We are performing routine maintenance of property that doesn't belong to us. My agreement tells me that you are responsible for maintaining property that is on your boundary line and that I am supposed to maintain property within my property line. Now you are saying that your property that borders my property is my responsibility and I don't see that anywhere.

Mr. Brown: Can we get a second opinion? I agree with Jason because it seemed to me to be the same issue as the right-of-way (ROW) in front of people's houses. They are required to maintain the portion of ROW that they don't own because it borders them. I would think that it's the same type of issue. We also need to see what the legal description says, whether we have property on the boundary line or outside of the high water mark at the pond.

Mr. Cheung: The boundary is clearly laid out. To me there's no ambiguity in terms of who owns that.

Mr. Brown: The plat doesn't show the water line.

Mr. Showe: I think the agreement says that the CDD owns the stormwater facilities. The agreement specifically lays that out by saying if the stormwater facility falls in a portion of property in which you own, the respective property owner that owns the surrounding property, is responsible for the routine maintenance.

Mr. Cheung: Not if your stormwater facility falls into my property.

Mr. Brown: Its encompassed by your property.

Mr. Showe: That is correct.

Mr. Brown: Your property surrounds it.

Mr. Cheung: Most of them are parallel.

Mr. Brown: Yeah, your property surrounds it. We have enclaves on the golf course. The ponds are just enclaves that are surrounded by the golf course. We should get a legal opinion. I would imagine, at least the way that the golf course is generally maintained, that you would prefer your level of service for mowing, to our level of service of mowing. You have a higher level of service on your maintenance of the golf course than we do for the streets. We don't mow every day.

Mr. Scheerer: That is correct.

Mr. Cheung: These are rough areas but we have to maintain them to a level that's acceptable. I don't see that we should be responsible for it. It's not City property. This is a CDD property ownership issue.

Mr. Arnett: My name is Mike Arnett and I'm Mr. Cheung's assistant. He bought the golf course a few years ago and I think during the closing, this particular agreement was provided to him. I think it would wise for us to get a second opinion, just to clarify everything. We definitely want to be good neighbors, but we want to make sure that we follow the legal description.

Mr. Perillo: Does it say that we maintain lakes on the golf course, except for two? Does our maintenance consist of algae and weed control?

Mr. Scheerer: That's correct.

Mr. Perillo: Does it specify that?

Mr. Brown: We treat the water but we also have to maintain the structures, if something happens to the structures.

Mr. Perillo: Okay. We have to keep the lake sides identical. If it washes in, we have to rebuild it.

Mr. Brown: Yeah, we would have to do that.

Mr. Showe: Per the agreement. That would fall to the CDD as owners of that property. That is my understanding.

Mr. Scheerer: Which we do and the Engineer assesses all of the stormwater annually. We are getting ready to do an assessment.

Mr. Perillo: Is it specifically saying that we have to maintain the lakes?

Mr. Brown: There are two different maintenance responsibilities. One is routine and cosmetic maintenance, which is mowing, trimming and edging around the lake banks, then there is everything else.

Mr. Perillo: Who is responsible for that?

Mr. Brown: The way that I'm reading the agreement, the respective property owner that surrounds that lake is responsible.

Mr. Perillo: So its saying that the property owner trims around the lake and we maintain the water quality and the lake.

Mr. Brown: That's correct.

Mr. Perillo: And we are also responsible if there's a big storm and one bank washes out and we have to build it back to the original size.

Mr. Brown: That's correct. Under "Extraordinary Maintenance," the CDD was responsible to provide all of the maintenance.

Mr. Vincutonis: We own the stormwater permit.

Mr. Scheerer: Correct. The only thing that we need to do is to make sure that the stormwater system functions properly, which doesn't include mowing, edging and trimming. All we have to do is to make sure that the stormwater system is working properly.

Ms. Buzyniski: We will take a look at it and put something together for next month.

Mr. Brown: Perfect.

Mr. Cheung: Do you represent the developer?

Ms. Buzyniski: My law firm is District Counsel.

Mr. Cheung: Okay. Are we going to get a second opinion from a third-party?

Mr. Showe: This is the law firm that was retained by the District to provide legal services, so if you need another opinion, you would have to acquire it yourself.

Mr. Brown: When I say second opinion, I'm thinking Scott will look at it too.

Ms. Buzyniski: The first place to start is to review the document in its entirety, before we make an opinion on anything. We can do that.

Mr. Cheung: Our golf property is entirely through your property. The other half of the lake has three palms. That needs to be mowed.

Mr. Scheerer: We maintain anything that is not on the golf course, along Remington Boulevard. The CDD maintains from the edge of pond to end of pond, between the pond and the sidewalk. If there's no golf course on that side of the pond, the CDD maintains the street side.

Mr. Cheung: What about the edge of the pond?

Mr. Scheerer: I can't sit there and discuss that with you at the meeting, but if you want to look at an example, I would be more than happy to sit with you. Our landscape contractor mows in front of any of the stormwater ponds along Remington Boulevard. I believe that there are two, maybe three, as you are heading towards E. Lakeshore Boulevard, that doesn't have a golf hole between the sidewalk and the pond. The CDD is already mowing that and doing the maintenance per the landscape contract.

Mr. Brown: But that's not a problem. That is golf course property.

Mr. Scheerer: We mow it because it is CDD property.

Mr. Brown: I thought they went to the edge of the sidewalk all the way up.

Mr. Scheerer: We are already mowing it.

Mr. Arnett: This is the third owner, from what I understand. We are not 100% sure of what the defined easements are along the 16th and 17th hole. For instance, we are not sure if the sidewalk defines the common around, and how far in the sidewalk to the road or away from the road. In the future, as a Manager, I would like to see a defined area that is supposed to be maintained, above and beyond the issues. I just need to clarify all of this because I honestly believe that we are mowing a lot more than we are responsible for.

Mr. Scheerer: The CDD undertook some of that when the golf course was not being maintained along Remington Boulevard. We went ahead and mowed that, at least two swipes along the entire sidewalk, from here all the way down to the 18th hole. That wasn't being maintained by anyone.

Mr. Arnett: We tried to find out who owned that for over three years and we tried to do the correct thing.

Mr. Brown: The plat should show the limits. If it's difficult to tell from the plat, you probably just have to get a surveyor to come in and find the property corners, but the plat should show how far it is from the sidewalk and where your property line is.

Mr. Arnett: Does it show how far easements extend from the roadway or sidewalks?

Mr. Scheerer: I don't know.

Mr. Brown: The easements are probably utility easements. It will show where your property line is, but it won't necessarily show all of the easements that run through there.

Mr. Scheerer: I would've thought that when the golf course was sold that the golf course was surveyed at that time. A survey would've been done before the sale.

Mr. Arnett: We found a lot of surprises since Mr. Stein left. We just want to do the right thing and try to clarify everything.

Ms. Buzyniski: This Easement Agreement is a public record. If you have a title policy, it should show the title search, when you purchased the golf course.

Mr. Arnett: I guess we should consider getting another opinion.

Mr. Cheung: Does your law firm represent the City?

Mr. Brown: No, the CDD.

Mr. Cheung: I propose that we be responsible for our own properties, regardless of how we maintain.

Mr. Arnett: That's why we are here. There is also the issue of reclaimed water. I know we have main feed on the third fairway. We tapped into it and a year ago, we started meter reading the water. Recently, Toho Water Authority (Toho) is not pumping into our ponds at all, so we have to maintain water levels and irrigation lines. Do you have any information?

Mr. Showe: We are having the same exact issues.

Mr. Scheerer: We get our water from the same company. We had not planted annuals this last quarter because we were told we wouldn't have water. We are not allowed to do wet checks beyond 10:00 a.m., but if water is available after 4:00 p.m., we can water, but they basically just shut the water off on us.

Mr. Brown: St. Cloud is saying that they don't have any water right now. They turned us off completely.

Mr. Scheerer: We have watering days, which are twice a week, but the water is off between 10:00 a.m. and 4:00 p.m.

Mr. Cheung: Another issue that we have, related to the water's edge, is in many areas we have the water edge down 10', 12' and 15'. What does that mean for us? A 2' to 3' lake bank could turn into a 12' to 15' lake bank to maintain. That's another reason why we need to know what we maintain, because we are seeing our maintenance costs triple in some cases around the lake banks.

Mr. Scheerer: If we had this drought and received regular rainfall, none of us would experience this.

Mr. Arnett: This is another issued related to this water meter problem.

Mr. Brown: When water levels are down, there's nothing we can do. Hopefully it will get better. We should have something back, at least from our folks next month.

Mr. Cheung: We appreciate it. We just wanted to do our due diligence on this matter.

Mr. Brown: Does anyone else wish to speak? If not, we will move on to the approval of the minutes.

Mr. Perillo: I have one item. I live in the Villas. A lot of my neighbors walked down E. Lakeshore Boulevard into your maintenance area. They are complaining to me because the gate going in is not locked around 7:00 p.m.

Mr. Arnett: Most of the time we have night irrigation possibilities, and there are many nights when I don't leave the property until 9:00 p.m.; although, I have people covering for me. For the most part, the gate is locked.

Mr. Perillo: Maybe you have someone coming in there after 7:00 p.m.

Mr. Arnett: Our night watchman starts around 2:00 a.m. to 3:00 a.m.

Mr. Perillo: I am talking about 7:00 p.m.

Mr. Arnett: For the most part, the gate is locked.

Mr. Perillo: I'm just passing what residents are telling me.

FIFTH ORDER OF BUSINESS

Approval of Minutes of the April 25, 2017 Meeting

Mr. Brown: Are there any additions, deletions, or comments on the minutes?

On MOTION by Mr. Thilburg, seconded by Mr. Perillo, with all in favor, the April 25, 2017 meeting minutes, were approved as presented.

Mr. Cheung: What time should we come back next time?

Mr. Brown: 6:00 p.m.

Mr. Cheung: When is the next meeting?

Mr. Showe: On June 27.

FOURTH ORDER OF BUSINESS

Organizational Matters

A. Review of Letters of Interest

Mr. Showe: I included three letters of interest. I heard from one gentleman who said that he wasn't going to be able to attend tonight, another one told me that he was going to be here but Ken is here. It's up to the Board what you want to do in terms of the vacant seats.

Mr. Thilburg: Since we only have one candidate and there are two positions open, we should delay this item until next month.

Mr. Brown: I would be okay with filling one seat. We told all three candidates to attend tonight and we haven't done that before. Since Ken took the initiative and came tonight, we should consider him. Does the Board have any questions?

Mr. Thilburg: I have one question for Ken. Since I haven't seen you at many meetings, how do you keep up with what's going on with the Board?

Mr. Soukup: Mostly through the CDD website. I also attend HOA meetings.

Mr. Thilburg: A month or so ago, we had a discussion from the HOA about the CDD taking responsibility for the trees, between the road and sidewalk and easement. Do you feel that the Board made a good decision?

Mr. Soukup: I think that's a very smart decision, due to the additional expense for the CDD to have to trim all of these trees.

Mr. Perillo: Which Board are you speaking of?

Mr. Thilburg: I was asking when the HOA came to the CDD, whether that was a good decision that the CDD made.

Mr. Perillo: It was made a long time ago. It wasn't made that night.

Mr. Brown: They were petitioning us to change it.

Mr. Perillo: I know. What is your name?

Mr. Soukup: Ken Soukup.

Mr. Showe: His letter is in the agenda package.

Mr. Perillo: Do you want to present anything tonight or would you rather come back when the other candidates are presenting?

Mr. Soukup: Either way is fine with me. I introduced myself last month. If you want to wait until the other two candidates show up next month, that's fine.

Mr. Perillo: If we asked them to come and they don't show up, they are out. They were supposed to be here tonight and they are not here. How long do you want to wait, if they are not showing up?

Mr. Brown: Because Ken showed up tonight and I like what he said, I am okay with appointing him to the Board. As we go into the summer, there's only three of us. There is always the possibility of one of us not being able to show. I think it would be a good idea to appoint a fourth member to the Board. We can tell the other two candidates to attend a future meeting.

Mr. Showe: One had a conflict with a graduation.

B. Appointment of Individuals to Fulfill the Board Vacancies with Terms Ending November 2020

Mr. Showe: If the Board wanted to proceed, a motion to appoint Ken to one of the vacant seats, which are Seats 1 and 2, expiring in November 2020, would be in order. I recommend appointing Ken to Seat 1.

Mr. Thilburg: That's fine.

On MOTION by Mr. Thilburg, seconded by Mr. Parillo, with all in favor, appointing Kenneth Soukup to Seat 1 was approved.

C. Administration of Oaths of Office to Newly Appointed Supervisors

Mr. Showe administered the Oath of Office to Mr. Soukup.

Mr. Showe: After the meeting, I will get your driver's license and notarize the oath. Please complete the information sheet before you leave tonight, so we have your contact information. Form 1, Statement of Financial Interests, must be filled out and sent to the Supervisor of Elections in Osceola County, within 30 days of today. When you turn that in, we

encourage you to obtain a signed and stamped copy. Please turn that in as soon as possible so you don't incur fines.

Mr. Perillo: They charge \$25 per day.

Mr. Showe: As a Board member, you are eligible to receive up to \$200 compensation per meeting. Do you choose to accept that compensation?

Mr. Soukup: Yes.

Mr. Showe: In order for us to process that payment as payroll, you must complete a W-4 form and send that back to us. You must also complete an I-9 form. You received Form 1F Final Form of Financial Interest. In the event that you were to leave the Board, you would be required to turn this form in within 60 days of leaving the Board. We typically provide that to you. As a Board member, you are a public official and are subject to the Sunshine and Public Record Laws. Under the Sunshine Law, you cannot have conversations with other Board members on items that would reasonably come to the Board for a vote. Just watch your communications. That includes all types of communications. When you receive emails from us to the Board members, on the bottom it says, "Please Do Not Reply to All", as a friendly reminder. Sometimes it's easy to hit "Reply to All", even if it's something as simple as the color of the annuals. Having a conversation with other Board members could get you into trouble. You are also not retaining any records from these meetings. That's my job as District Manager. If you keep records for the CDD, we always encourage you to keep them in a separate file, so if there's a public records request, you are not mixing your personal documents into the CDD documents. That just makes it easier for you but you are not required to keep anything.

Mr. Thilburg: I would read that booklet thoroughly. It clarifies everything.

Mr. Showe: If you have any questions, you can contact us. We can distribute things to other Board members, so if there's an issue that you think other Board members need to be aware of, we will distribute it to the Board. That way you are not in violation of the Sunshine Law. If you have any other questions, we are here to help.

Mr. Soukup: That sounds good.

Mr. Showe: There is also a conflict form. If you feel like you have a conflict of interest on something that may come up for a vote, either speak to District Counsel or myself before that comes up, because there are specific Statutes that define what a conflict of interest is. It may not

be that you know somebody. You have to have personal gain from the vote. The only way that you can abstain from a vote is if you fill out the conflict form. Are there any other questions?

Mr. Soukup: I don't think so.

Mr. Showe: We are here to help in any way we can.

D. Consideration of Resolution 2017-05 Electing Officers

Mr. Showe: Since we only have a Chairman, at this point, we need to elect officers, through Resolution 2017-05. You can discuss it as a Board if you want. We request that you keep Ariel Lovera as Treasurer, George Flint as Secretary and myself as Assistant Secretary. Ken is currently Chairman.

Mr. Showe: Who would like to serve as Vice Chair?

Mr. Thilburg: I'm too new.

Mr. Showe: That leaves Sal. Resolution 2017-05 will reflect that Mr. Brown is Chairman, Mr. Perillo is Vice Chairman, Ariel Lovera is Treasurer, George Flint is Secretary, Carl Thilburg, Ken Soukup and I will serve as Assistant Secretaries. If the Board is amenable, we need a motion to approve Resolution 2017-05 as written.

On MOTION by Mr. Thilburg, seconded by Mr. Soukup, with all in favor, Resolution 2017-05 Electing Officers, as stated was adopted.

SIXTH ORDER OF BUSINESS

Staff Reports

A.

Attorney

There being no report, the next item followed.

B. Engineer

Mr. Vincutonis: Just some additional information on the golf course discussion. In looking at the Property Appraiser's website, there are a couple of sand traps and a portion of a green that falls within CDD property. I don't know if it really matters, but it's something to be aware of.

Mr. Scheerer: That's probably why it was set up this way, so there was flexibility with the golf course to encroach/not encroach, and just take care of it themselves.

Mr. Brown: A few years ago, we had to double up our efforts on golf course ponds, during the summer, because of the amount of chemicals they used. When they mow, everything

goes into the ponds. We always had problems with the pond by Water's Edge. It really smelled because of what the golf course was putting into the pond. We had to double our efforts on the treatment. To me, it's a wash. If we are doing that and they are mowing around the edge, big deal.

Mr. Soukup: They have nothing to gain by looking good anyway. It's bad for business.

Mr. Perillo: Over the last month or so, they spent a lot of man-hours, trimming around the ponds that they had let go. They were in really bad shape. The golf course is looking good around the ponds, but its labor intensive. On some of their sand traps, they are letting the grass grow in.

Mr. Brown: I see that the pond on #16 has all kinds of stuff in it.

Mr. Perillo: They have markers to let the golfers know that there is work being done there. It's mostly on the back 9, 11, 13, 15, 16, 17 and 18. The group that plays on Tuesday and Thursday went somewhere else to play. As far as Remington, they have been working the last month. A lot of people are trimming around the ponds.

Mr. Scheerer: Ever since the new owner took over, he just let it go.

Mr. Showe: They should've done a title search. This agreement follows with the land and its assignable to every owner subsequent to the agreement.

Mr. Thilburg: Now he's incurring that labor cost.

Mr. Brown: I think he's trying to figure out the actual owner of the pond slope, but we already know that it's the CDD. It's part of the pond. If we had a 100-year flood, it would be up to the top.

Mr. Thilburg: Correct.

Mr. Brown: Did ChiPing buy out Stein?

Mr. Thilburg: Yes.

Mr. Brown: He bought it first.

Mr. Sheerer: I think Bill had an obligation to stay on a number of years, through the transition and that ended last year. Bill and the Stein family are no longer affiliated with any golf course.

Mr. Perillo: He has a wild summer, so he doesn't know what to do. The golf industry is diminishing. Young people aren't playing golf. Even though we get the snowbirds down here, it's not the volume it used to be. It's a dying sport.

Mr. Showe: It costs a lot of money to maintain the golf course. We deal with a lot of golf courses and they are sliding. If you take care of your golf course, you'll bring the people in. If you don't, you won't. I think it's a money issue for him.

Mr. Brown: Is there anything else, Mark?

Mr. Vincutonis: The golf range should be starting some routine maintenance that we identified in last year's Annual Report. They will be clearing a pathway to that one stretch that is out in the wetland. I think a skimmer and a couple of mitered ends were damaged.

Mr. Scheerer: There was a hole in the stormwater inlet on the baseball field.

Mr. Brown: Are you opening all of the catch basins this month?

Mr. Vincutonis: We don't have catch basins.

Mr. Brown: We usually inspect them.

Mr. Scheerer: We are opening all of the inlets and pulling out debris.

C. District Manager's Report

1. Approval of the Check Register

Mr. Showe: We have approval of the Check Register. In the General Fund, we have Checks 5377 through 5398 for \$74,727.23. In the Capital Projects Fund, we have Checks #26 for \$3,565.94. We have May Payroll for \$569.40, for a grand total of \$78,862.67. Alan and I can answer any questions about the invoices.

On MOTION by Mr. Thilburg, seconded by Mr. Perillo, with all in favor, the Check Register and May Payroll totaling \$78,862.67 was approved.

2. Balance Sheet and Income Statement

Mr. Showe: No action required by the Board on this item. All items are in good shape and you are 98% collected on the assessments.

3. Presentation of Number of Registered Voters – 3,075

Mr. Showe: As of April 14, there are 3,075 registered voters in the community. Since the Board turned over, this doesn't mean anything.

4. Field Manager's Report

Mr. Scheerer: The Amenity Center, Fitness Center and pools are in good shape. If you haven't noticed, we added new pool furniture. We have 20 new lounge chairs, four tables and 16

dining chairs. I think we have space for a dozen more chairs and maybe a handful of tables. We will look at our budget throughout the summer, and if we have the money, we will make that purchase and add more furniture to the kiddie pool area. They are still here and we are not missing any, which is good news. We repaired a light fixture at the pool and made some minor repairs to the pool. The cameras are in good shape. Everything is working. Last month, we spoke about the Sheriff's Office approaching us about a break-in in the community. I'm happy to report that I received a phone call from an officer and due to their efforts, and the Board's efforts in providing cameras, we located the suspect. The suspect and his accomplices were all arrested, and most, if not all of the items taken were recovered.

Mr. Thilburg: Good.

Mr. Scheerer: Officer Diaz was kind enough to call me and let me know what is going on. The landscaping is in good shape. We are hoping to get annuals here soon, with the water coming, hopefully from Mother Nature. We are still working within Toho's guidelines. We are doing wet checks when possible and when water is available, but as discussed earlier, our water is getting shut off at 10:00 a.m. Regarding the chain link fence, we finally gave up on Chapko and signed an agreement with Berry Construction. They are making repairs to all of the fencing over on the backside of the ballfield. As soon as the equipment is in, they will proceed with the work. We are doing a number of sidewalk repairs in the community, trying to get caught up. The old playground equipment was removed, and we are just waiting for the new equipment to arrive and then it will be installed. I don't have an installation date, at this time. Other than that, I can answer any questions that you might have.

Mr. Thilburg: They did a great job securing the area for the sidewalk replacements. There was no traffic, especially on Remington Boulevard.

Mr. Scheerer: We have a few more sidewalks to repair on Remington Boulevard. We will be replacing the large 8' x 8' and 10' x 10' panels. I think there would be golf cart path in there, versus pedestrian sidewalks. We will make those repairs.

Mr. Thilburg: The guys did a great job blocking that off.

Mr. Brown: Bricks are caving in by the speed bump closest to the store. Its either that one or the next one.

Mr. Scheerer: We will take a look at it.

Mr. Thilburg: As you come out of the blacktop to the pavers, on the right side, of the left lane, there is a mound.

Mr. Scheerer: I will take a look at it.

Mr. Brown: On Brookstone Drive, before you get to our street, there is a two-story house and right before you turn on Cornwall Court, the house on the corner has a fence that goes all the way down. The fence is starting to dip down, instead of up, creating a depression in the sidewalk. Could you take a look at it?

Mr. Scheerer: Yes.

Mr. Brown: It's hard to tell until it rains but it holds water when it rains.

Mr. Scheerer: I'm sure that we have quite a few that do. It's getting to the point where the grass is about 6" thick. The water has nowhere to go anymore. It will typically pond in there. We will definitely check that out.

5. Security

Mr. Bassetti: From April 21 to May 22, we had 20,770 total cars pass through the Partin Settlement Gate. At the East Lakeshore Boulevard Gate we had 9,734. We had 78 vehicles tagged, two actual tows, 50 code letters for sidewalk violations, five attempted tows and 157 repeat offenders.

Mr. Scheerer: The semi-truck is gone. No cars were illegally parked on grass area, between the street and the sidewalk, on Friday, versus the five cars initially parked there.

Mr. Perillo: Regarding the new pool furniture, before we spent the money, did anyone look to see if the pool was crowded and we needed more pool furniture?

Mr. Scheerer: With all due respect, I think we had six lounge chairs, one table and four chairs. They were old aluminum type furniture. They were breaking faster than we could keep them repaired. The Board allocated funds in the budget, for this year, to buy pool furniture. I think the 20 we have out there, will all be utilized, next week when school is out. When we started here, we had quite a bit of furniture but we didn't have a lot of use. The Board invested a lot of money in re-diamond brighting the pool and I think people appreciate that. This summer we are going to get good use out of the swimming pool.

SEVENTH ORDER OF BUSINESS

Supervisor's Requests

Mr. Brown: The County is actively pursuing a stormwater utility or stormwater assessment and we have the ability to apply for credits; however, that probably means that Mark will have to prepare a report. I don't know what that's going to entail yet, but I wanted to make sure that we have money set aside in the budget, so if that comes about, we have the funds. This is the fourth time but there's always the possibility that it will happen.

Mr. Showe: I think we have sufficient funds for the Engineer.

Mr. Brown: I think they would just have to complete the application and certify the permit.

EIGHTH ORDER OF BUSINESS

Adjournment

Mr. Brown adjourned the meeting at 6:58 p.m.


Secretary/Assistant Secretary


Chairman/Vice Chairman