Transcript

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CDD NAME: **Towne Park**

START AND END TIME OF THE CDD MEETING FILE: **October 07, 2025 at 12:00 PM
 October 17, 2025 at 03:18 PM**

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DATE AUDIO FILE SUBMITTED TO THE GAT SYSTEM: **October 17, 2025 at 04:22 PM**

DATE AUDIO FILE COMPLETED BY THE GAT SYSTEM: **October 17, 2025 at 04:23 PM
 01:21 ELAPSED TIME**

MEETING AGENDA: **151
Mirada Community Development District
AGENDA Seat 2: John Ford - C
Seat 3: John Drew - VC
 Seat 1: Ernesto Greenwood - AS
Seat 4: Shanon Holm - AS Seat 5: Kimberly Ivory - AS

Tuesday Hilton Garden Inn
October 7 , 2025 26640 Silver Maple Parkway
6:00 p.m. Wesley Chapel, FL 33544

Board of Supervisors Meeting

I. Roll Call

JF, JD, KI, SH, EG

Jason Greenwood , Clayton Smith , Matt Azriel GMS

Vasili Kostakis, Greg Woodcock Stantec Engineer

Kyle Magee – Kutak Rock

II. Supervisors’ Requests & Audience Comments on Specific Items on the Agenda
(Audience Comments Limited to 3 Minutes Per Person)
Motion NTE 1st JD, 2nd JF AIF

III. Approval of the September 2 , 2025 Meeting Minutes
Motion to approve 1st SH, 2nd EG AIF

IV. Acceptance of the September 2 , 2025 Audit Committee Minutes
Motion to accept 1s t EG, 2nd JD AIF

V. Staff Reports
A. District Engineer
1. Discussion of Turnover Report
Stantec will compile the turnover report

B. Landscape Manager

C. Aquatic Manager
1. Report

Proposal to clean out the pond area by center palm

2. Consideration of Steadfast Alliance Proposal for Erosion Repair & Drain Install
on pond 96
 Motion to approve for $6,513 1st JD 2nd KI AIF

3. Consideration of Steadfast Alliance Proposal for Erosion Repair on Pond 96

D. Field Manager
1. Action Item List (To Be Provided Under Separate Cover)

Motion to approve the Mango 1st JD, 2nd EG 7,900 4-1 approved NO J .Drew

All Homeowners that didn’t install fence correctly.

Staff review all homeowners, fence easements

Contingent they have not gone over the 5 ft easement

1. Discussion of Fence Easement – 11646 June Briar Loop

2. Discussion of Fence Variance – 11838 June Briar Loop

E. District Counse l

F. Accepting Metro’s Signage Offer

Reject the road signs withdrawn a motion by Shannon

Sign agreement approved contingent for a monthly check 1st JD, 2nd JF 4 -1 No
E.Greenwood

VI. Business Items
A. Acceptance of Fiscal Year 2026 Egis Insurance Renewal
Motion to accept 1st KI, 2nd SH AIF

B. Presentation of Fiscal Year 2025 Goals & Objectives and Authorizing Chair to
Execute
Motion to approve 1st SH, 2nd EG AIF

C. Ratification of the Following Requisitions
1. 2024 -054

2. 2024 -056

3. 2024 -057

4. 2024 -065
 Motion to ratify 1st JD< 2nd SH AIF

D. Ratification of Stewart & Associates Property Services, Inc. Agreement for
Fountain Modifications
Motion to ratify 1st SH , 2nd KI AIF

E. Consideration of HOA’s Request to Install a License Plate Camera on CDD
Property

Motion to approve 1st SH, 2nd JD AIF

F. Discussion Items
1. June Briar Loop Gate

2. Pond 27

3. Meeting Location

VII. Financial Reports
A. Acceptance of August – September 2025 Check Register
Motion to accept 1s SH, 2nd JD AIF

B. August 2025 Balance Sheet & Income Statement
2 service address for Pasco county utilities

C. August 2025 Special Assessment Receipt Schedule

VIII. Supervisors’ Requests & General Audience Comments (Limited to 3 Minutes)

IX. Next Board Meeting is Scheduled for Tuesday, November 4 , 202 5 at 6:00 p.m. at the
Hilton Garden Inn, 26640 Silver Maple Parkway, Wesley Chapel, FL 33544

X. Adjournment
Motion to adjournment 1st JF, 2nd JD AIF 9.19pm

Meetings are open to the public and may be continued to a time, date and place certain. For more
information regarding this CDD please visit the website: http://miradacdd.org

Amanda,
Meeting recording will be provided

Nicole / Rebecca
Minutes where approved
Audit committee was approved
EGIS insurance renewal was approved
Goals and Objective was approved
All requisitions where approved
Stewart and Associates was approved

Clayton / Matt
Review the fences and easement areas (Ask Jason to provide the HOA approvals
from KAI )
Obtain the steadfast proposal signed so we can provide to the developer

Garret

Alex
John Drew is going to provide us 2 Pasco utilities # that dont belong to the CDD.
Check register was approved

Jason
Work with Kyle on the road sign agreement
HOA license plate camera agreement was approved. Work with counsel
Follow up with the developer on the June briar Gates
Variance for 11838 June Briar loop was approved

Cheers,

Jason Greenwood**

(Speaker A) There's agenda is over at the little table right there. If you'd like a copy of the agenda, it's that project manual to the landscaping board members. If you're ready, we'll call the meeting to order. We're calling to order the Town Park Community Development District Board of Supervisors meeting Today is Tuesday, October 7, 2025. It is 4:00pm and we are at the Town Park Amenity center on White I guess Road. The first item on the agenda is roll call for the purposes of voice recognition software. If board members could kindly introduce yourselves. Zabrina Sides, Tom Zimmerman, Roger Runyon. And also for the record, attending on Zoom. We have Supervisor Greg Jones, and we have Supervisor Supervisor Jenny Tidwell on Zoom. Let the record show that we have all five board members in attendance and we do have a forum. The next item on the agenda is a public comment period. This is an opportunity for any members of the public to make a statement to the Board of Supervisors. Is there anyone here who would like to make a statement to the Board of Supervisors? Actually, we did have inquiry. We noticed there had been a Shane. Sure. So the board has adopted rules that govern public comment and we are recording the meeting. So if you could kindly introduce yourself using your first and last name and your property address, and that way we'll make sure to have the meeting minutes correct.

(Speaker B) Yeah, sure.

(Speaker A) Sarah Jensen at 5897 Arlington River Direct. Thank you so much.

(Speaker C) Ms. Jensen.

(Speaker A) We were wondering if, you know, there'd.

(Speaker B) Been a change in landscape, keeping maintenance.

(Speaker C) Along the, like, common fences that the CDD put in along the dual road.

(Speaker B) We were just wondering, is that going.

(Speaker A) To be it for homeowners to maintain.

(Speaker C) Like renating or edging along the fence.

(Speaker A) Lines or if that was going to be picked up again by the managers. Okay, thank you so much. The board is going to be reviewing that matter during the meeting. So are you able to stay for the meeting? Yeah.

(Speaker C) Okay, great.

(Speaker B) Thank you.

(Speaker A) Is there anyone else who has a public comment for the Board of Supervisors? We do have some attendees on Zoom. If you're attending on Zoom and you would like to make a public. Actually, all of the Zoom attendees are staff or board members. So we have no members of the public on Zoom to make a public comment. So we will close the public comment period. The next item on the agenda is approval of the minutes from the September 2, 2025 Board of Supervisors meeting. Board members, included in your agenda packet on page 5 of the PDF is the draft of the meeting minutes. This draft has been reviewed by District Council and also by district manager. If there's no corrections from board members, do we have a motion to approve as presented?

(Speaker C) Motion to approve.

(Speaker A) And a second?

(Speaker D) Second.

(Speaker A) All in favor of approval, say aye.

(Speaker C) Aye. Aye.

(Speaker A) Opposed. Motion carries unanimously. Board members, the next item is an item that you're familiar with. Recently we had the city of Lakeland approach Town Park CDD regarding the acquisition of an easement agreement to benefit the utilities and to improve the services Town Park CDD residents. Ultimately, the board approved the form of the purchase agreement and the substantive documents that were presented. However, they were still subject to district council review, Also district engineers review and mutual review by both the city of Lakeland as well as Town park cdd. Would you like to walk the board through any of the changes that were made, or do you want me to just present what's in the agenda packet?

(Speaker E) There really were no further changes made. We attached an addendum that secured some of the district's rights. Like we talked about, there was one slight change to the legal description on the exhibit, but that was about it. Otherwise, it was, you know, executed in substantially the form that was approved.

(Speaker A) Yep. So the business terms are the same. And if board members would like to review the addendum that's attached on page 23 of your agenda packet. Happy to answer any questions. Should there be any questions? If there's no questions, do we have a motion to approve?

(Speaker F) Motion to approve.

(Speaker E) And a second?

(Speaker A) I'll say all in favor of approval of the final form of the easement document, say aye. Opposed. Motion carries unanimously. All right. And board members, the next agenda item is item number five. This is review and consideration of the landscape and irrigation maintenance project manual. Included in your agenda packet, starting on page 28, is the project manual. This includes the form of the legal notice. It includes a timeline for solicitation of proposals, gathering of proposals, opening the sealed proposals. You can see that what we're gearing up for is to have the proposals presented to the board at your December meeting. And from there, the board would select a service provider. With the idea being that in January 2026, we would be in a position to enter into the agreement with the service provider that selected by the board of supervisors. Because this contract is anticipated to be in excess of $195,000, it does require this public bid process where we legally notice the project in a newspaper of general circulation in Polk county. And the sealed bids are provided and opened at a noticed date and time. District council prepared these substitutes. Form of the project manual, the legal notices, all of the proposal forms that you see. And then our Field Services staff prepared the scope for board review as well as the project manual map that will be included, the landscape service area map, and the Excel bid sheet that will go along with this packet. So, special things to draw the Board's attention to on page 31 of the Agenda packet is the timeline that we're looking at. We anticipate that the Board would approve the project manual in substantial form today and that it would be finalized and ready to be noticed on October 17th. We anticipate that the interested parties will participate in a mandatory meeting with our Field Services team. Good afternoon. And that would occur on October 28th. Again, this is going to be a virtual meeting, but mandatory for anyone who's interested in the project. All of the proposals would be due by or the questions on the project manual would be due by November 12th and the bids would be opened on November 24th at 11 o'. Clock. So that gives us time to assemble those documents, distribute those to board members, have those prepared to be presented at your November meeting. Typically, our Field Services team will do some preliminary analysis, kind of a sufficiency checklist, as well as some analysis of the costs to aid board discussion. The next piece of information I especially want to draw your attention to is the evaluation criteria. The evaluation criteria is in the agenda packet on page 37. This is very typical of what you see for the evaluation criteria, but the Board does have some input on this. And ultimately the Board will be using these six criterion as a measurement for each service provider. If you've been through the process before, we hand out a spreadsheet that has the name of each vendor and then we go across the board where you can award up to 20 points for personnel and equipment, up to 25 points for expense experience, up to 15 points for demonstration of the understanding the scope of the request for a proposal. 5 points possible for financial capacity and 20 points possible for price. 15 points possible for reasonableness of all numbers. When it comes to price criterion number five, this is the one more quantitative piece of information. You'll see that there is a precise math calculation that would be based on five years of pricing. And we're looking at five years of pricing of the essential services. So that's what we would use to determine the low price, these five years.

(Speaker E) Of essential services, the reasonableness of the rest of the numbers, the last criteria. So you can consider all the non decent central services.

(Speaker A) And again the board can have input on this as well as input on the scope or any bespoke requests that the board has, we can work through those at this time. On page 84 of your agenda packet is where the scope of services begins.

(Speaker C) And for this scope, do we look at, like, what our previous bid was? And I'm guessing we just kind of. Or like what our contract is currently? Yes.

(Speaker A) So it was actually Clayton who assisted with the preparation for the scope of services as well as the bid sheet. So this is based on not only the current scope of services for Town park, but also best practices for landscape services in Central Florida addressing issues that have come up from time to time regarding communication reporting at various CDDs. So you'll see that there's quite a few different components in here. Everything is covered in great detail because that's helpful when you're looking at adherence to the scope. One of the issues that was brought up by Ms. Jensen was regarding the maintenance around private fences. The landscape service provider for the CDD has been directed to stay at least 6 inches away from private fences in order to deter damage from the fence. You know, the position is that the person who owns the fence is in the best position to determine how that should be maintained, whether that's with chemical treatment or with physical mowing or weeding.

(Speaker D) Excuse me just a minute.

(Speaker A) Yeah.

(Speaker G) Who told them to do that? Who told them to stay away from the police?

(Speaker A) I believe that's been across the board for any CDD that prints services.

(Speaker G) Okay.

(Speaker A) Yeah.

(Speaker G) Number one, we don't manage everybody. We're not board members for anybody but Town Park. We're only worried about Town Park. We're not worried about anybody else Prince has or anybody. We're just worried out Town Park. So what we do on this scope where he changed a few things I disagree with.

(Speaker A) And that's what we're meeting.

(Speaker C) Right? That's.

(Speaker A) It's ultimately, you know, the policy issues are up to the board. I will mention a couple of things and digging down a little bit into the maintenance of the private fence areas. I believe there was a little bit of concern about CDD maintaining what's essentially private property and proper use of CBD funds. So that is a consideration, apparently. My understanding is that when the HOA approved certain private fences, Nikki, the association manager, did indicate that they informed property owners they would be responsible to maintain the area around their private fence. I don't know if that's across the board. I just received an email from Nikki regarding that.

(Speaker F) Do you think that most residents have a clear understanding of which are CBD fence and which are private fences?

(Speaker A) I would.

(Speaker C) I Would.

(Speaker A) I would think that most residents understand because most. Because they would have installed the fence and they maintain it if there's wind.

(Speaker D) Also, our fences are almond.

(Speaker C) Beige.

(Speaker D) Yeah, beige. And residentials are white. I mean that's.

(Speaker G) Yeah. They're not cutting out either.

(Speaker C) So.

(Speaker D) Yeah.

(Speaker H) Let's go back to the.

(Speaker G) Whatever the lady told them. The problem we have here is that when people build fences, they put the fences right on the line. The weeds belong to the cdd. Now, it's easy for someone to say. You have to put owners responsible. You need to look at some of these places. They don't have gates in the backyard. They would have to go around two or three streets packing a weed eater to come and mow behind the things. That's not practical. And they've done it. The other lawn company we had before did it all of a sudden again. I don't know who said. I still want to find out who told them not to.

(Speaker C) Yeah.

(Speaker A) They were directed by the field management team which was to stay at least six inches away from private fences to avoid damaging the private.

(Speaker H) When did they visit?

(Speaker D) So Prince is under. Prince has been having a. Quite a few issues mowing next offenses because damage has been happening, which. Yes, it has. And the liability that keeps coming to them to fix issues is the issue. They were doing this as a courtesy. And so this. The. The problem is they're now putting all this liability on themselves. So they're pulling back from that because of that liability issue.

(Speaker G) That's what the contract.

(Speaker D) So they're now. I do not believe the contract calls for them to put themselves in a liability issue. Actually there's a note in it, if I remember right, that actually says that they don't have to put themselves into that situation.

(Speaker G) Is it if they do terror, they have to pay for it.

(Speaker D) Yes. It's coming out of their pockets to do it. So that's. That's where the concern comes from. We did. I went back on some notes we had because we actually spoke with Greg a little bit about this.

(Speaker I) A few.

(Speaker D) Weeks ago, something like that. And that's. And that's really where the boils down to with the landscaper is that there's a low liability. Like they can't be doing that because it's putting their company on liability risk. I'm not sure how far that goes. Extends to us at the same time hiring them or not.

(Speaker H) I don't know if I'm dealing that.

(Speaker D) End, but that is a concern. So currently they're not mowing within 6 inches of residential Fences to prevent that.

(Speaker I) Right.

(Speaker D) That's where. That's where in this maintenance that's noted as 3, 4 to 6 inches. I think they put.

(Speaker G) That's new. It's not a no contract.

(Speaker D) So that's.

(Speaker A) That's right. It's not the current contract. Special care around.

(Speaker C) Yeah.

(Speaker D) So that contract is not clear. This clarifies the intention what the special care. So that's where it comes to. So that the vendor nor the district find any liability issues with when residential offenses are involved specifically. So that's what this section is getting at. Okay. So two things.

(Speaker G) Number one, metal fences like around the lakes and stuff. All legs has a metal fence. Some has plastic doesn't it ain't going to turn metal fence. They're usually off the ground anyhow. So I don't know why they can't do that. Because that was the issue brought up.

(Speaker A) The well metal fences can still be damaged by mowers.

(Speaker G) No, I didn't say mower.

(Speaker C) Okay.

(Speaker G) The 4 to 6 inches is awesome. I agree with that 100%. But that 4 to 6 inches of weeds that grow real tall needs to be weed eating like they used to it. They ain't doing nothing different. They always do it. They just don't weed eating that they're mowing the same as they did. They're not weed eating. Now here's what I say about the fences that they can tire up. You know the white plastic fence, the vinyl. Yeah but we hire professionals. I hope we don't hire weed whackers. A professional and then you can't have a two foot strain going down through there which I've seen them do. You have a smaller strain but all you do is angle that a little bit and go down through the edge of that.

(Speaker A) I mean it looks ridiculous.

(Speaker G) For years you can't tell me that you can't do that and not tire up everybody's fences. But now if you got a two foot straight what strain both sides and could care less about people's problem. I can see where there'd be a problem.

(Speaker H) So.

(Speaker G) I want to say this. So when they quit doing this Prince whoever told them not to do this no more they didn't tell all the board members. I will say that because we didn't know that I had to find out. But to tell me that I was. So it was the private owned people. But you give up medulla here all of their fences first. Weeds all up our fences.

(Speaker A) Yeah. They should be maintaining the fence.

(Speaker C) They're not.

(Speaker D) So I can explain a little Bit when they were instructed to maintain the district fences. There seems to be a misunderstanding because the district fences back up into a private lot. They're under the assumption that these fences have. Because they're connected to a private lot that affects them putting them into the same situation.

(Speaker A) But they'll correct.

(Speaker D) We need to have a longer conversation with them about that confusion because that's a. That's apparently on their end. When we explain private versus cdd that the CD defenses need to be treated there under the assumption because they back up to a lot of the homes down the way. That's private. Because what will happen or could happen is a lot of Those yards are St. Augustine grass. If a runner comes out and they spray, the runner could feed it back into the main yard.

(Speaker G) They need to weed eat like the other people use the weed eat. Now let's go back to that. So it's been a month since we had our last meeting that I brought this up and I did call Clayton about it and he didn't get back with me. He said he would in a week. So tell me our management company, why we brought this up a month ago in Mount Medulla. All of the air fences ain't been mowed. Why haven't you all seen that and said something to him prior to this.

(Speaker D) Meeting Right here We've talked from setting up clarification of what's going on. We'll get that sorted out.

(Speaker G) It's been a month.

(Speaker A) Come on.

(Speaker D) So there was a. There was a point after the meeting that we had a longer discussion to set set up to figure out what was going on and going to go forward before anyone did anything because of liability purposes. Once that got set and sorted out, we're sitting on some time afterwards because again, this was only about a few weeks ago. And obviously they're letting things go because of that confusion. They'll get that sorted out.

(Speaker A) Yeah. Allen is addressing with the vendor to maintain the CDD fence lines. Okay.

(Speaker H) All right.

(Speaker G) So that's gonna be a problem with 4 to 6 inches? Well, not. But I do have a problem with it.

(Speaker D) We're gonna.

(Speaker A) Yeah. And I wanna clarify, ul, this is a board policy issue. The ramifications of maintaining right up to the fence line. We need to be explicit with the scope. There's an impact on the bid, right? There's going to be an impact on the bid because the number of fences that is installed in 2025 is probably a pretty different picture than it looks looked like. You know, even if you agree with that. Yeah. The last Time it was bid out was over five years ago. And it looks different now. The number of fences that would require special care looks different now. Does district council have any concerns of, you know, maintaining right up to the fence in terms of maintenance of private property?

(Speaker E) Only what district management has already expressed. And just to echo Tricia, you know, to require them to engage in that weed eating along resident fences would a, you know, you know, we're servicing non district property at that point. Right. So probably not the best use of district fence.

(Speaker G) No, that's not true.

(Speaker E) I'm talking about only resident fences.

(Speaker G) I'm saying that. But if their property line is right, if their fence is right on the property line, those weeds belong to the CDD because they're on the other side of things.

(Speaker D) So the problem comes in is that they've set their fence right on the line. So they're. So their private, their private structure is causing the maintenance of district land to become much more difficult than it was when it was first intended.

(Speaker G) I agree with that.

(Speaker H) I do too. Yeah, that may make it more difficult, but we may have to add an alternate possibly in our bid proposal to say to weed eat. We have in the normal bid, you're weed eating medulla as part of our CDD property.

(Speaker D) Right. That's a different animal. Yeah, because that one, if they break it, they would go through us to figure it out. Correct.

(Speaker H) And then the alternate might have to be that we say, you know, weed eating, you know, all their property say it's all retention ponds.

(Speaker D) But I guess. So the issue, the only issue you're going to run to is the logistical.

(Speaker H) Then I guess you would say common, common grounds and all weed eating of both like interior, exterior and around any structures pertaining to property line.

(Speaker D) So the only issue you get into is the logistical problem is that certain fences exist now. What about the fences that will come in later. So then all of a sudden you start getting new fences and Prince now has to deal with that fence. That would be an increase to the price. We would be redoing the price continuously. When fences are popping up, you'd be putting addendums in after addendum after addendum to adjust for each new fence that someone brings in.

(Speaker C) But how many new fences are gonna be put in?

(Speaker D) I can't speak to that. I'm just making a point.

(Speaker C) And the other problem too is that Prince has been. Prince has also been doing it.

(Speaker D) Yep.

(Speaker C) For the last how many years that they've been with us. I know that legalize wise they've had to Change that because of liability issues. But it's still a simple fact that they have been doing it so they can do it, you know, like. And now you have homeowners that are frustrated with it because we all see it on Facebook. They're frustrated that now no one is doing the weeds that should have been and it looks ridiculous.

(Speaker D) So the capability versus the liability is what's coming into play. They were doing it as a courtesy. So now you're going into the edge of this is now the liability side of it is pressuring onto them and being an expense that that wasn't expected for. Okay, right.

(Speaker G) Have they. Has Prince had to pay out any money here at town park for anybody's fence been damaged?

(Speaker D) Yes, they've replaced fence as here, not as. No, I'm speaking right. In the town park, they have replaced fence posts.

(Speaker G) A weed eater or because they hit.

(Speaker D) It with a mower, the weed eater, whatever it may be, they have to. They have to replace things in there.

(Speaker G) So you're saying there's probably careless then, right?

(Speaker D) I'm not saying it's careless. I'm saying that when you use a string trimmer and these vinyl fences do get brittle over time from the sun.

(Speaker A) And yeah, it's not going to be. Ultimately, this will be a decision and you'll have input as to what the scope is.

(Speaker H) It will.

(Speaker G) Only thing I don't want, there's that scope and we're going to send these bids out with that scope.

(Speaker A) That's what we're here to talk about. So. So district council did have some comments on that, if we want to allow for him to finish. And also Meredith Hammock is on the line. She also raised her hand. So we might just want to hear this and then the board can decide, you know, what adjustments you want to make to this go.

(Speaker E) No, the only other point I was going to make, and I think we kind of touched this already, is we're asking the contractor to assume a certain amount of risk and with that, they're going to price that in to whatever the bid response is therefore creating a more expensive contract for the district for what ultimately should be a homeowner responsibility to begin with, specifically as it relates to the resident fences. When we're talking about the district fences, that's a completely separate issue. That's something we can deal with. We can work with them, you know, under their current agreement, future agreement going forward. That's what we're discussing now as it relates to resident fences.

(Speaker C) So in the new scope that we're Putting out bid the fences that are CDD property will be. We're putting the the information in here for them to note like they will need to weed eat along the fences. So Yeah, I just want to make sure that I'm understanding that.

(Speaker D) Yeah. So the expectation is that it says for the protection of private property. So district fences are not private property. So the expectation is that you're going to manage the district fences as it is expected to do prints still. So they're lacking in it because there's apparently a confusion. But anyone who would come to bid would be expected to do the almond color fences down medulla and those sections and.

(Speaker A) And in the current scope of services as well. So we'll address that. That's a concern.

(Speaker G) Here's another problem I have. You know we can't. If people build their fences on the just right on the line which most people do and we say well it's your responsibility to do that. And like I said, ain't nobody going to carry no wig. There's houses like that. I just, I'll drove by just to see that they don't have gas. They ain't gonna drive all the way around and weed eat. And we can't force them to weed eat. It's our weeds. HOA can't force them to weed eat because it's not on their property. Think about what I'm trying to say here. That's not on their property. The weeds is on air property. So we're trying to make them weed eat our stuff.

(Speaker A) Well, I think maintaining the fence line is a very specific area. Yeah. And it doesn't necessarily need to be mechanical. It can be, you know treated with weed. You know we were some kind of little buffer along the fence line. But in addition to. Meredith did raise her hand. Do you want to do. Is this a good time? Meredith, did you have a comment for the board to consider?

(Speaker B) Ultimately, just like what Trish said, this is a policy decision by the board to advise you as to certain potential risks to the district. You guys are the policymakers. Guys and gals decide which way we go with this. As Patrick stated, if we state in the scope of work that the requirement is that they manage up to district fencing, there is a risk of that in and it'll be a higher price. They may not. There's a risk that they may come back if they damage a private fence and say well the district told us we had to do this and directed us to manage this. So really they may try to offload liability or damage of private property to districts and they give them direction. I'm not speculating as to whether that would be successful or an argument, but they could come back and try and say that against us. I just want to give you all kind of possible things we may hear in the future when surprised by anything. Again, there's a leave yes or no here. It's fully a policy decision within the board. If you to or this board decide instead of mechanical means of weed removal, weeding or mowing, you want them to spray for, you know, that's also an option risks there surrounding, you know, property. So district grass, it could mist into private property. We've had that come up before. Other districts just again, full transparency, warning the board and repeated spraying has actually caused potentially caused erosion because there's no longer anything kind of holding the ground stable again at other districts and we're investigating whether or not it is the spraying or some other cause there. But again, I just don't want you to feel like we as council or we as staff are telling you what to do. I do have an obligation to make sure you're fully advised. You can direct staff to say I want this RFP scope of work to say that they're going to maintain right up to district fence lines. You can say that. I just don't want you to then come back and have questions about, you know, ramifications or things that may come back to us. We can handle them as they come. But again we're just trying to make sure. I'm just to make sure that you're as fully informed as I can help you be because this is an issue that's not town specific. This is something that we do see come up in districts, you know.

(Speaker I) Okay.

(Speaker C) I have a question approximately because like I know like they know like the main areas obviously of CDD property. Roughly how many do we know roughly how many homes have private fences that aren't that like. That are private than us?

(Speaker A) Yeah.

(Speaker B) Okay.

(Speaker H) Because even. Because I was thinking Coke county appraiser is not up to date.

(Speaker C) I know because I have like the only other thing I think the only other thing I was thinking, I was saying was of the possibility of like sending letters to homeowners.

(Speaker D) I can tell you. I can tell. The only thing I can tell you.

(Speaker C) Letters to say what to the sense of like, if I don't know, like legal wise. Well, that, that you're responsible for maintaining that private area due to like damage. We don't want to damage your property essentially or in the sense of if we are Going to, you know, mow up to that or weedy up to the fence like that of the potential of damage. Like how could we legally protect ourselves.

(Speaker E) From that or like starting to verge onto some HOA issues here.

(Speaker C) That's like. That's why I'm like asking because I just want to like, I want to see our options because I want the community and the homeowners to be happy with what we're deciding because it does look ridiculous and it's not pleasing to the eye. But it's also extra work that we're putting on the homeowners when it has been being done for all this time. So I just wanted to like see how, how we can make it work for both parties.

(Speaker D) So the only fences I can tell you is the ones that like we.

(Speaker B) From a legal perspective is because this isn't a yes or no, that if that's the scope that you want, bid it out and see what you get. See who comes back and says they're willing to do it. You know, if everyone comes back and their bids all say yeah, let's definitely forming, you know, weeding mowing services within X number of inches or feet of a fence, then something have to consider at the time. But if it's an answer to and you want to see what. What about that you've got to include that in your scope or you know, maybe you should or value with our price would be if you want us to up our price.

(Speaker A) Hey Mary, the. The audio connection is.

(Speaker B) And it's not illegal though she can't let.

(Speaker A) Let me.

(Speaker B) Whether you're not put the scope in. Yes.

(Speaker A) Let me say back what I think.

(Speaker B) Ah, sorry, no, yeah.

(Speaker A) It's just bad, bad connection. But what I, I think you were suggesting for the board is that they revise the proposed scope to include special care and weed eating around all of the private fences and that those costs should be included in the bid. Is that right?

(Speaker C) Can she text you the answer?

(Speaker B) Yes.

(Speaker H) Yeah. Because most of. Well, not most of the time, any of the times then a contractor will exclude. There's going to be exclusions that they present and that might be an exclusion if somebody doesn't that says nope, sorry, we exclude all private cuts not related to. And so then that's part of us to descope when we get all these proposals and that value that we put they might be the lowest but they exclude that. So then we may have to then, you know, agree upon and vote upon then somebody's more expensive. But they're including all that. That's something that we have to take into account for the residents.

(Speaker C) And just to like, to Roger's point, like they should. They're landscapers, they're adequate companies. They should be able to do their job without doing damage.

(Speaker A) So. And I think, you know, I absolutely understand what the board is saying, and we will work with you to get the scope how you want it tonight. But I just want to say, from an inventor's perspective, what they're looking at is somebody getting off of a mower and doing a special treatment. So they're looking at time and labor. Right. That's the expense. So every time that they have that extra labor, because there's a private fence, that adds to the cost that all residents are paying for the benefit of that private fence. And that's where it becomes a little bit sticky.

(Speaker G) Yeah, no, I mean, just a second. It's like the same thing where everybody pays for the pools, but everybody don't use them. So that's just part of what it is. But in the scope, you know, and all that we're doing, what we talk about, they're responsible. It'd be like some of the yards.

(Speaker A) You see.

(Speaker G) Five houses would be beautiful. Then some guy lets his yard grow up and the next houses. So the fences would be. It looks good and all of a sudden you've got this whole big line. It's got weed standing up. Then the next line's nice.

(Speaker E) And that's why I say this. This is where this becomes an HOA issue. That. That is something for the HOA to enforce. And they are the entity that specifically approves the private fences. They're the ones who are in charge of enforcing law and standards, etc.

(Speaker G) I disagree with that. Because they're the weeds is on their problems.

(Speaker A) I think you disagree with it.

(Speaker C) But that's like the HOA does too.

(Speaker A) Inform where the fences go.

(Speaker G) Anything on the side of that, see? And they'll tell you. They should tell you. Tell us that that's CD probably. Yeah. You put a fence up. Now, let's say when you. When you put in for a fence and you're responsible to do both sides of it, that's different.

(Speaker H) But they didn't do that.

(Speaker A) So. So board members, it sounds like I'm perceiving that there's consensus on the board that we want to revise the scope. So let's get that language right on page 57 of your proposed scope, which.

(Speaker C) Is page 85, I think it's on. 87 is where it's on 2.

(Speaker A) Yeah, we'll go through it. But once we get it in the string trimming section, we can replicate that language. And thankfully, we have a good wordsmith here who can aid the board. So it currently reads, for the protection of private property, landscapers will not perform string trimming in a manner that results in direct contact with private fences. A buffer zone of approximately 4 to 6 inches will be maintained along all private fencing. So what we want to do is we want to change that. Take out that first. That whole first independent or clause of the sentence and just scale start with, landscapers will perform string trimming in a manner or to maintain private fences. Is that okay? In a manner that maintains private fences. I'll take out that line. If there's no buffer zone.

(Speaker F) Yeah, the maintenance where the butts CDD property.

(Speaker G) No, no.

(Speaker H) Oh, way on that.

(Speaker C) If it's.

(Speaker H) Yeah, yeah. And I'm trying to think if that's a general statement of the as well.

(Speaker G) I know what you're saying.

(Speaker H) And sometimes we say that not exclusive of others or something like, it can only be lawyer enough.

(Speaker C) I mean, shouldn't we be asking a lawyer what we should be saying?

(Speaker H) But let me.

(Speaker A) Let me sketch this out and then we'll get it. Okay. So landscapers will perform string trimming in a manner that maintains district property offenses.

(Speaker G) In other words, anywhere they mow, they weed.

(Speaker E) Yeah, I mean, that's fine. Let's generally take. Once we do do this approval. Let's take it, you know, pending revisions.

(Speaker D) So.

(Speaker E) So we can take our best shot right now.

(Speaker A) But I think the council has a really good understanding. You understand what we're looking for. So if you allow us the discretion towards.

(Speaker C) So that you guys know what you're doing.

(Speaker A) This whole sentence is addressing that there's weed eating all the way up to the one side of the fence line. And then the next section is on page 59 of the scope, which is page 87 of your agenda packet. We'll revise that fourth paragraph down under weed control, using similar language.

(Speaker C) Yep.

(Speaker H) Say that again. I'm sorry.

(Speaker A) So this is on page 59 of the scope, which is page 87. If you look at that fourth paragraph.

(Speaker C) Down, it's under weed control.

(Speaker A) This is addressing chemical. So we need to also revise this.

(Speaker H) Section and to say what? Same thing.

(Speaker C) Same thing of what?

(Speaker A) Yeah, we want to allow for chemical edging along the fence line. Right.

(Speaker C) I thought we don't want that.

(Speaker B) Okay.

(Speaker A) If you don't want it, we can just take it out.

(Speaker C) I don't think we do. I think it's like string edging. That needs to be done. Not chemical.

(Speaker B) Because.

(Speaker C) Chemical essentially. Because listen, if you do chemical, then that causes an issue of it potentially so spreading into the yard, which then that's going to create a whole other issue. So I don't think there should be any chemical being done. I think that it needs to be the string edging, the chemical edging along Private. Yeah, yes, just do the string edging.

(Speaker G) What kind of chemical?

(Speaker A) So no chemical. We'll just clarify that. There's no chemical edging long private defenses.

(Speaker C) And then in the meantime, will you make print, make sure Prince starts doing like all the CDD property fences, Because I think they came today, possibly already over the week, but starting next week because it, it looks ridiculous.

(Speaker D) No, we, we're, we're trying to get them to understand what was told to them to get this.

(Speaker C) Yes, please, for all of our sakes, please just make sure it's getting.

(Speaker D) I say that because I cannot actually force them to do anything. But we've explained to them that this is, this is what needs to be done.

(Speaker C) But isn't it in our contract with them?

(Speaker D) Yes, right.

(Speaker A) Now the contract says they take special care along fence lines. So it's very subjective.

(Speaker C) So be careful cutting the grass.

(Speaker A) That's one, that's one interpretation. Right. That's why we needed to clean it.

(Speaker D) That's the interpretation of things. Causes some misunderstandings, I guess. I'll say. So the intention is that yes, we are working to get them to cut those fences.

(Speaker G) Okay, well, all right, number 56.

(Speaker C) If I gotta go talk to somebody, let me know.

(Speaker G) Yeah, we got another issue on 84.

(Speaker H) But it's page 56.

(Speaker A) Yes.

(Speaker G) Now a few paragraphs up or page. It's talking about the lakes. Mowing the lakes. It used to say you, you had to mow at least beach inches. Two 50 inch blades and the weeding. So when you look at that right there under the. Where it says mower of all ponds.

(Speaker A) Is it the fourth paragraph?

(Speaker G) Mowing of all ponds or wetlands buffer areas shall be done with a 50 inch mower or larger discharging clippings away.

(Speaker H) From the water, which is great.

(Speaker G) Now notice this. Any pond edges that cannot be reached by the full size mower will be stream trimmed. Every other mow cycle at minimum. Now we can't have that.

(Speaker A) Do you want every mow cycle?

(Speaker G) That means it will be a month before. Because they only mow every other week. The ponds. It says 32 times.

(Speaker A) Do we want that to read every mow cycle?

(Speaker G) Every mow cycle Dignity, you heard.

(Speaker H) Most definitely.

(Speaker G) Yeah. I mean every mozzarella prince does that. But if they don't win it and you know there's somebody else and they look. No, the contract says so we need to make sure. And there's one other matter.

(Speaker A) Yes.

(Speaker G) On clippings. That there'll be no clippings. They'll take the clippings up.

(Speaker A) Yeah.

(Speaker G) So the issue we've had and I've heard complaints about, which is true. You just look down the side of my house where they mow every two weeks around the lakes. You can ask these people over here just by the lake. It's a little higher so there are clumps all over the place. Looks terrible. And all they gotta do is run back over it with the motor and it'll be alright like I do my lawn. But they leave it.

(Speaker A) You like the way the scope is. But we're talking to our field manager right now to make sure that they remove that.

(Speaker F) Yeah, that part that's in here now says where it's on clippings are on the hardscape. I don't think it says where it's.

(Speaker G) On the grass that needs to be cleared. It just says anywhere they mow the clippings will be done away with anyways.

(Speaker H) I don't care what I mean it.

(Speaker C) Does say visible clippings that may be left following mower mowing operations shall be removed from the site each visit.

(Speaker A) So maybe we need to add discharging grass clippings into turn turf comma beds comma tree rings.

(Speaker C) Because literally everywhere that they mow.

(Speaker A) Yeah.

(Speaker C) It just needs to include.

(Speaker G) Well what happens if they do it every two weeks in the summer. It's real high.

(Speaker H) Yeah.

(Speaker G) And it's. It's going to be clumpy.

(Speaker D) But all they got to do they.

(Speaker G) Was blowing into the water. But just run back over it a couple times. That's all I do. But it's kind of. It just looks bad, you know, it's just bad.

(Speaker I) Did this.

(Speaker A) So is there satisfaction if we change that second sentence to read discharging brass clippings into turf comma beds comma tree rings or maintenance strips is prohibit prohibited and if it occurs, they shall be removed prior to the end of each service. What else do you got? Roger?

(Speaker H) That's all I got.

(Speaker A) That's all you have.

(Speaker H) I do just want to talk to the board. You know, edging it does, you know, say. And I think this clarifies. So again on 57, the next, you know, the next paragraph is where it says edging sidewalks, curves, concrete slabs and other paved surfaces will be edged each time. Okay so that should clarify and where I want clarification because this does say sidewalks, curves, concrete slides.

(Speaker C) The.

(Speaker H) The multi use path. And I don't want there to be.

(Speaker A) Do we want to add multi use path in here just to.

(Speaker H) We want that work so there's no misunderstanding that that's not concrete, that's asphalt. Wasn't in here and it's not a. It's not a sidewalk. So.

(Speaker A) So we can say sidewalk, curves, asphalt and concrete slabs, multi use path.

(Speaker D) Yep.

(Speaker B) Okay.

(Speaker H) Now are we doing an exhibit? Are we doing an exhibit? When we do this that we highlight slash.

(Speaker A) We have a map.

(Speaker H) Yeah, we have the surface area.

(Speaker D) So there was a map.

(Speaker H) Oh sorry.

(Speaker A) Pages it on. Do we know. Oh, I see it.

(Speaker C) 103.

(Speaker A) Yeah. Page 76 of the.

(Speaker C) Okay.

(Speaker B) Yeah.

(Speaker C) So it scopes out every. All the mowing areas that they do.

(Speaker A) Yep.

(Speaker D) Correct all the.

(Speaker H) So yeah. So I mean the trail is included in it and technically we gave this. This is what was included last time.

(Speaker D) Actually this is an updated ma. I'm using a different program that gets a pretty detailed detail and I can adjust to add landscape, aquatics and fences and I can show those things specifically.

(Speaker H) Okay. So yeah, I mean that this carries all.

(Speaker C) It goes to everywhere it needs to be going, which is.

(Speaker G) There's a question about that. You know how it says when you edge you're supposed to. You can't use a string trimmer. You got to use a metal trimmer.

(Speaker H) But this is just me on the.

(Speaker G) Asphalt down through there. If you use the string trimmer, you can just zip down through there and don't turn up the. That's the only thing I.

(Speaker H) It's saying and I didn't realize it really talks about it.

(Speaker D) It does say.

(Speaker H) No, no, it's. When it's talking about. You can't use the edge trimmer unless it's. Make sure you explain this.

(Speaker D) I read it.

(Speaker A) You're back on page 57, the second paragraph.

(Speaker I) Curves.

(Speaker H) Beds, tree rings and other landscape vegetative will be at one stern each detail rotation every three weeks. String trim. Okay, so. And then when. So edging is to find unwanted turf vegetation along the borders by using mechanical edger. String trimmers are not to be used for edging and proper edge will be used.

(Speaker G) That's what I mean to use it.

(Speaker I) They were.

(Speaker D) But.

(Speaker A) But so say except on.

(Speaker H) Yeah. Usually the mechanical edger is only for landscape beds. That's what. That's what the mechanical edger is using for No I mean I don't know. Well, sidewalk right now they use string trimmers.

(Speaker G) Who does?

(Speaker H) Prince does.

(Speaker G) No, they.

(Speaker H) They're using that metal on ours right now on the sidewalk.

(Speaker D) I think the issue is that this path has concrete that has that asphalt that reaches out. That's right. Whereas the sidewalk.

(Speaker H) It's not a defined edge. It's not. Yeah.

(Speaker G) But the string trimmer one you tired metal blade up.

(Speaker H) But the string trimmer would go just zip up.

(Speaker F) It's just once it gets out out of hand is when it's hard to correct. When the roots are growing up.

(Speaker H) Do we say.

(Speaker A) So the second to last sentence should read except along asphalt paths comma string trimmers are not to be used for edging and a proper edger will be used. So there's an exception for asphalt paths or do we want to leave it as it is?

(Speaker H) I think leave it as it is.

(Speaker A) Okay.

(Speaker H) It's up to their practice to.

(Speaker C) I mean don't we feel like they should know what to be using?

(Speaker H) Yeah, it's. It's not up to us. They can eat. It's like that good practice.

(Speaker E) You know.

(Speaker H) As long as that that multi use path is edged. I couldn't care if you did it by hand. It's edged out.

(Speaker C) I don't care. Door pain.

(Speaker A) Right now. It requires a mechanical engine.

(Speaker D) Yeah, yeah.

(Speaker H) Yeah.

(Speaker A) What else do we have?

(Speaker E) Just one quick reminder about the blackout period. Cone of silence. So once the RFP package is released until the contract is awarded, no district staff and supervisors except for as you know, explicitly provided for in the package. You know staff will have pre bid meetings with the vendors but just don't communicate with any of the prospective bidders or even prints for that matter. Assuming they bid.

(Speaker A) And if there's any landscape service provider providers that board members would like to ensure get the landscape bid package. You can just simply provide their name and contact details to us.

(Speaker G) I know that. I don't know about that. I was wondering about.

(Speaker A) Yeah. I mean if you know of. Sometimes board members have a service provider they want to make sure it gets the bid package. Any. Any qualified vendor can receive the bid package.

(Speaker H) Got it in district has a few.

(Speaker A) Yeah. There's some service providers. There's usually like there's a list of service providers. Yeah. That typically respond floral. Prince and Sons. You know in Polk county there's Weber Environmental who's changed their name now.

(Speaker G) Who did it before Prince? I couldn't remember.

(Speaker C) Didn't we not like them?

(Speaker A) They're also.

(Speaker G) They were just cost more in blue. They would I think they just called. They didn't get the bid or something.

(Speaker H) They were more.

(Speaker C) No, yeah, I think there were more.

(Speaker A) Yeah. Prince, I think, was the low bidder.

(Speaker D) They did do a good job.

(Speaker E) And one more thing, just while we're still talking about it, you'll notice in the. The evaluation criteria on the pricing component, it asks, you know, it quantifies some service points responses in parts one through four. Looks like those may have gotten dropped off for this package just when it got converted word to PDF. We have, you know, very specific pricing breakdown in addition to GMS's price matrix. That makes it, you know, that makes it very easy to see month to month costs, but we have very specific annual costs for, you know, each specific type of treatment, type of sod. So we already talked about taking the motion as amended, but just wanted to make sure the board was aware that there will be more specific pricing information to consider.

(Speaker A) Where is that at?

(Speaker E) It's not in there. That's on the selection criteria or evaluation criteria.

(Speaker A) It's not on page 11.

(Speaker E) Number five, where it says first sentence there, where it says submitting lowest bid for parts one through four.

(Speaker C) Okay.

(Speaker E) Yeah. It looks like the parts one through four just got swapped out for the matrix.

(Speaker A) Yeah.

(Speaker E) So we can have the matrix in.

(Speaker A) There and it'll be as long as ever there's consensus. It'll be the average of all five years of pricing for essential services.

(Speaker E) Yes, yes.

(Speaker A) Because when you start adding these numbers up, you just want to make sure every. You get an apples to apples comparison.

(Speaker C) Yeah, yeah.

(Speaker H) Alan, did we put. Do we have to put in here for our annuals? It doesn't tell what. I never understand how they understand which ones we. What we want, so on.

(Speaker A) Did you want to show them?

(Speaker C) Show them.

(Speaker H) Is there still exhibits on here?

(Speaker D) I'm sorry, what do you. What page you on?

(Speaker H) I know, it just describes the annuals.

(Speaker A) And then if you look on page 69 of the project manual, which is page 97, there's a Excel spreadsheet and this actually goes out electronically in Excel and it shows the months and the number of annuals.

(Speaker E) Okay.

(Speaker H) So they give us a number of. Okay, I couldn't remember how we did that.

(Speaker A) Yeah, exactly.

(Speaker D) Okay.

(Speaker H) So we leave it up to them, but as long as they meet that number of. Yeah, they kind of work with us and go here's. Yeah, so that 30 of those and it looks gonna look amazing.

(Speaker A) So yeah, they price out 250 annual change outs. They price that. But they don't do that work unless directed. It's not part of the essential services on the agreement. The. The mulch, the palm trimming, and the annual change out are specific, specifically as directed. So that gives the board. Yeah. Some flexibility.

(Speaker H) And then that leads me into the mulch.

(Speaker A) Huh. We're saying 300 cubic yards. There's a. There's a mulch spec, but we're saying 300 cubic yards in May and 200 cubic yards in November.

(Speaker H) Now, I know I've been approached before that a lot of the, you know, the developer put a lot of these little pocket landscapes along retention ponds and things, and those have not really been able to be mulched. Does this 500 even cover that or. I know most of the time we were focused on medulla at the time, and it's a large quantity.

(Speaker D) So the intention would be that they should cover all mulched areas when it. This is the yardage is what was in the original contract. So it's.

(Speaker E) Exactly.

(Speaker A) But we can also look back at recent invoices and see. Yeah. To confirm.

(Speaker D) But we can follow and. Yeah, we can see what.

(Speaker A) We'll confirm the quantity based on recent invoices.

(Speaker C) Right, Alan?

(Speaker I) Yeah.

(Speaker F) In the last year.

(Speaker H) Yeah, I know. Yeah.

(Speaker A) And, you know, sometimes, you know, depending on the amount of mulch that's out there, there might be a partial mulch. You know, you don't need the whole under.

(Speaker D) Understood.

(Speaker H) Yeah.

(Speaker A) So it just gives the board flexibility to not have it built in. You know, it's a hard number.

(Speaker I) Yeah.

(Speaker D) Right.

(Speaker A) But we get the pricing, so we know that.

(Speaker D) And it always could be done.

(Speaker H) Yeah. We get a price per yard. That's true, too, with that one. And then we dictate, I think, that just to be good, the pre. Pre site. On site, you know, pre bid that. You know, just make sure you spell that out or just, you know, if they do the walking, you know, that we're expecting mulch, you know, at least once a year. I would think twice a year. At all.

(Speaker A) Yeah, it's spec'd out twice.

(Speaker D) It's spec'd out twice to, say, once a year, even a minimum type of thing. But yeah, we'll make a note that they need to kind of take time and measure the mulch beds. And they feel like there's. They could. There's more than the 500 we're requesting that they do.

(Speaker G) They take the O down, put new.

(Speaker H) In or just put new over top.

(Speaker D) Okay.

(Speaker G) That's a good thing.

(Speaker A) If it ever gets mounted up and there was a special need, that would be outside of the scope.

(Speaker H) Okay. Nothing in here? Well, we have. So when hurricanes, what do we have? We have a perf.

(Speaker D) We have special.

(Speaker H) I thought somewhere.

(Speaker A) Yeah. We have a pricing for emergency services so that we gather that information.

(Speaker C) In.

(Speaker A) Anticipation of the vendor aiding with emergency cleanup if needed. So on the bid documents that are in the middle of the rfp. And I'm going back. Where's that page with all the extra services? It's in here somewhere.

(Speaker H) Oh, no, it was just before the annual. So on page 65. Page 65, component E, additional services consider supplement. I know it's just described. That's just additional.

(Speaker E) Page 32 of the RFP package. 60 of the agenda package.

(Speaker A) Thank you.

(Speaker E) 60 where it says emergency cleanup services.

(Speaker A) Yes. Thank you so much. Page 60. So we get pricing. Obviously. We hope never to have to use it, but we do live in Florida, so we try to be realistic.

(Speaker C) Okay.

(Speaker H) Branches break too. It does.

(Speaker D) No more micro persons.

(Speaker H) Any further discussion?

(Speaker C) No, I think. I think we're. I think we've discussed what we. What was the main concern. So I think that just. I think we're all clear on what needs to be done.

(Speaker A) I think I have detailed notes and then we'll let Patrick work Smith it to finalize. Perfect.

(Speaker C) Do we need a motion?

(Speaker A) Oh, yes, we do. We have a motion to approve the project manual and substantial form.

(Speaker C) Motion to approve.

(Speaker A) Do we have a second? All in favor of approval, say aye.

(Speaker C) Aye.

(Speaker A) Motion carries unanimously. And board members. The next agenda item is item number six. This is staff reports first. We have attorneys report with Patrick.

(Speaker I) Sure.

(Speaker E) So Congratulations on finishing 2025 ethics training. Thanks for everyone's participation.

(Speaker H) Thank you.

(Speaker E) I'm not sure if we discussed this at the last meeting. If we did, just tell me and I'll stop talking. But the district was recently named in a lawsuit incorrectly. It was a workers comp claim.

(Speaker A) I didn't even. Yeah, it was. They had the wrong town park.

(Speaker E) Yeah, we got rid of it. Dealt with it super easy. There's another. I guess there's a staffing firm called Town park also.

(Speaker H) Good, Morgan.

(Speaker E) So just in case you saw. Just in case you saw something on a statement that talking about a lawsuit.

(Speaker C) Okay.

(Speaker E) But that's it for me. I'm happy to answer any questions if there are any.

(Speaker C) No, I'm good.

(Speaker A) All right. Under engineers report, Alan Rail is attending on Zoom. Good afternoon, Alan.

(Speaker I) Good afternoon. I got a few items for the board this afternoon. We already talked about the Lakeland easement. And we did review the updated edited version of the legal description. We were satisfied with that and recommended that to go forward. So I was glad to see that get completed. On the Dolostone work. The contractor is coordinating with the city for his maintenance of traffic. It is a Lakeland street there right of way and it's got to make them happy in how he diverts traffic around the work during the, around the work area during the operations. So we're fully approved and permitted to do it. They, they're just coordinating with them on what they want to see as far as MOT maintenance traffic. And once that's finalized, they'll let us know when they're going to start. It should be any day now. So we'll make sure I pass that on to the district manager and they can inform the community to be aware as well.

(Speaker A) Yeah, and Alan, once we get the notice of the specific work dates, we'll send out an email blast to residents to be aware that there'll be construction and workers in that zone and to be on the lookout for temporary change in traffic pattern.

(Speaker C) It's not that heavily. Don't play.

(Speaker H) You can tell me.

(Speaker A) Yeah, I'm good.

(Speaker D) Go ahead, start.

(Speaker A) We both live on it.

(Speaker F) Now the other sided goal is going head towards Ewell. It's busy but not in the cold.

(Speaker C) Spot out where they're doing the work. Don't worry.

(Speaker I) And then last month we spoke about the bids to do the repair work on the floodplain compensation area at the western side at the southern end of Medulla. We had a couple of bids and I, I think the board requested we try to get a few more to select from. We reached out to.

(Speaker H) A couple of other contractors.

(Speaker I) We received one quote back. It was much higher than the others that we had in hand at the time the firm was FLGS. Their quote was over $9,600. To remind the board, we had one from the contractor that had done the original work out here. I think they may have changed their name, but it's the same folks. A and l Site Services, $5500 was their quote. And then Oriole Concrete was, which is the company that is doing the Dolostone work, had a quota nearly $5,900. But they also reserved the right to revisit that because it's older than 30 days. We haven't heard from them. But usually that doesn't make it go down. It usually makes it go up after 30 days. So we haven't really been able to improve on the, on the fee that we quote that we had presented last month from the contractor which was the ANL site services. And I would like to request the board approve their quote for the $5,500 which was to. Was to fill the voids around the mitered end sections at the. The culvert that runs under Medulla where we were having erosion around the mitered end collar that would be filled with flowable fill and then additional riprap be installed at the flood. At the floodplain compensation area at the overflow spillway to re establish that crest elevation where it had eroded and part of that crest had collapsed. They provide for mobilization, compaction of the. Of the earthwork around that area and then two pallets of sod on any of the areas that get disturbed during the work. So we find that the bid was satisfactory and complete in the work efforts and it was the best price and with a firm we've got experience with previously that we were satisfied with.

(Speaker A) And board members, any action you take on this item will be subject to district council preparing an agreement with all of the district's protections. Because this item was not explicitly on the agenda that was published seven days in advance, we are required to take public comment. So if the board does want to consider approving the proposal for ANL Site Services at 5,500, if that's something the board does want to do, we do need to ask for public.

(Speaker C) What is he talking about.

(Speaker H) Alan? We're just going to explain to one of the board members, maybe all the board members.

(Speaker C) I don't remember what he's talking about.

(Speaker H) What the issue is a little bit. So board members. Yeah, this is all the way at the very end of the medulla.

(Speaker C) Okay.

(Speaker H) If you're going to the. It's on the right hand side. There's a retention pond there that backs up to the residence. There's a control structure, I think you call it something dam. But it's a. It was a thing to slow the water down from the wetland kind of area there. It had concrete bags that replaced there from the original and oh, pricey on. Yeah, a lot of the water has flown on the west side of it and kind of went around and underneath and undermined and so this is at work. Alan, where are they going to place the rip rack? Is that on the upper side or along where it washed out?

(Speaker I) It's going to be in the area that was undermined and collapsed. We're leaving that riprap there and we're going to install additional material on top of it. So. Okay, so we're working off of a stabilized base. It eroded, it collapsed, it settled and it stayed There. So we don't want to go in there and disturb it and go back to square one. We want to build off of that and bring that back up to that crest elevation by placing additional riprap and turn material on top of that. Get us back to that crisp elevation.

(Speaker H) Okay. And then. Yeah, definitely agree with the flowable fill. I know there's wash out at that.

(Speaker F) So on the miter dance, Alan, do they. They put any kind of gravel of some size in there first and then concrete around it or is it.

(Speaker I) No, no.

(Speaker H) It's a liquid concrete. Concrete cement. Yeah.

(Speaker I) The global fill. And it just goes in there and fills every void down there. Don't excavate or anything. You just shoot it in there.

(Speaker C) And where is this coming from in the budget?

(Speaker A) It's going to be in fiscal year 2025. We have general repairs in your field expenses.

(Speaker H) Okay. Any other discussion on it?

(Speaker C) Nope.

(Speaker H) So any motion.

(Speaker A) We can take a motion before the board Before I call the question, Is there any public comments regarding the stormwater repair at the end of Mola for 5500 with R L services? I don't see any members of the public. This is ready for board action. Do we have a motion to approve?

(Speaker H) Motion to approve.

(Speaker A) And a second.

(Speaker C) I'll second.

(Speaker A) All in favor of approval say aye.

(Speaker C) Aye.

(Speaker A) Motion carries unanimously.

(Speaker I) Thank you.

(Speaker C) Thank you.

(Speaker A) Go ahead, Alan.

(Speaker I) I was. I only had one final matter for the board and that was the. The item that was approved at last month's meeting regarding the encroachment in the easement. We were also asked to prepare a description sketch for side lot line. Side lot line access as well. Five foot access easement to the benefit of the cdd. And we did send over that in final form to district management today.

(Speaker H) Okay.

(Speaker A) Yeah. So board members. The initial sketch included the style of fencing and the location. That was enough information for Mr. Verde to be able to submit that to the association for approval. So he has been using that preliminary sketch with district council review. There was a request to ensure that the side access easement is included in the final sketch. So that has now been approved by district council. So that will also circulate. But it doesn't. Doesn't have any bearing on the style and placement of the fence. That was submitted to the association by Mr. Verde.

(Speaker E) The board's approval was originally conditioned on that easement as well.

(Speaker A) Any questions for Allen? Do we want to keep Allan on the line for the remainder of the meeting, Mr. Chairman?

(Speaker H) No. Thank you, Alan.

(Speaker A) Thanks, Alan. Have a good afternoon.

(Speaker I) Very welcome. Thank you. All.

(Speaker A) Right, the next report is field managers report. And we have. In addition to the field manager's report that's published in the agenda packet on page 108, Allen has several handouts to review with the board.

(Speaker D) Yes. Those will connect the different proposals that were proposed previously and then recall requested to get other vendors for options for doing the same or similar work.

(Speaker A) Give us a lot of proposals today.

(Speaker D) Enjoy. Just going over the larger. No, the catch and release signs have been placed up at the lake over here. Hopefully helping with non residential fishing. As for the asphalt trail, we did have a discussion with Prince about that trail and to spray those lines, get them. Get them back in order and continue to cut those and get that. Get that fixed. I had a flush valve and some batteries change in the restrooms and amenity. 2. They were having issues. The dog fence was pulled up. We're gonna have to keep monitoring this. This keeps happening with this fence. It seems to be getting under. We may look into possibly adding stone or something between the two fences to try to.

(Speaker C) Like loose stone.

(Speaker A) He's on page 110.

(Speaker D) It's possible small gravel or something to help prevent dogs from passing through the fences.

(Speaker C) But don't you think dogs are gonna like scrape that, dig out that out?

(Speaker D) I mean, it's possible, but they may. A lot of times dogs will deter from digging up rocks. But this is just an option. We can look into different things to try to address it, but we keep having the fence.

(Speaker C) Yeah.

(Speaker D) So we're trying to look at different options how to settle this.

(Speaker F) Can you put a metal rod through the bottom links of the fence and stiffen it so they can't get under?

(Speaker H) I think it's the idea.

(Speaker D) Oh yeah, we have some. But they're flexing for some reason. I don't know. We're gonna keep watching it. If it keeps happening, we'll look at some other alternatives. Okay.

(Speaker H) Now you did it with the. The fence that separates the small and large.

(Speaker D) Yeah.

(Speaker H) Did you look at the. I guess it'd be the western. Probably the northwestern corner where fence was pulled down before.

(Speaker D) It's.

(Speaker H) It's doing the same thing and actually has no. Residents have used zip ties to hold it up. It came down like two years ago. Like it.

(Speaker D) We'll go back and look at that. Yeah. If there's. If there's a. We'll pull.

(Speaker G) We'll.

(Speaker D) We'll go through and pull everything. Make sure and see what's going on and get that put back together. If there's a part missing, all the.

(Speaker H) It Definitely is.

(Speaker D) But the. Along with our littoral shelf, though, on the. On the ponds here, they're doing pretty good. As we still heading into those colder months. They're still holding up well. The ponds overall in the district are doing well. We don't seem to have.

(Speaker C) We've seen an improvement in them. They look. They look a lot better. So the new vendor is doing a very good job. He's even shaking his head. He's shaking his head. So that's a good sign.

(Speaker G) Fisherman on over here at Redfern or whatever it is he was talking about, too. It's a whole lot better. I drive over and look at it. He fished and he said it's good.

(Speaker D) Yeah. And then obviously we have some amenity. Landscape doing well overall. Amenity 2 does have a concern which we will address in these proposals. We lost one of the cedars, and it has mites. So the mites kill the tree and they kind of will eventually hop. So we're going to have to look into treating this to stop them from hopping trees.

(Speaker C) Okay.

(Speaker D) So the. There's a. There's one of the cedar diamonds, as.

(Speaker C) You can see in the picture.

(Speaker D) It got attacked.

(Speaker A) Yeah.

(Speaker D) So it didn't like that. And no, they're supposed to be just like.

(Speaker H) They're just regular.

(Speaker D) Yeah, these are normal cypresses, but they're Italian.

(Speaker H) That's what it eats up. Those mice.

(Speaker A) Those mites, not mice.

(Speaker H) There's another neighborhood. Yeah, yeah, yeah.

(Speaker D) So with that, we found. Actually, we targeted this because we weren't sure about it originally. And I was actually on site with some floralawn vendors who pointed out in their proposal for the district, they were like, what happened to that tree? I was like, I think it was disease. But Prince never gave me a full reason. They're like. They walked over the tree and started ripping stuff out of it. And they're like, look at this. And there's a little bug. They're like, it has mites. So they. They're the ones actually that pinpointed the mites out for the tree, which is important because they do hop.

(Speaker H) So, yeah.

(Speaker I) Save money.

(Speaker D) That being said, we're spending way too much. Before I go into the proposals that I wrote down for price, cost, is there anything specifically besides the opposite defense here in Medulla dealing with that and prints, Is there anything specific specifically that needs to be addressed?

(Speaker C) I think the biggest concern was that as the Jensen.

(Speaker A) I'm so sorry, what was her name? Yeah.

(Speaker C) As Ms. Sarah had mentioned, is just the. The mowing that's in on the fences of Medulla.

(Speaker D) Yeah, that's what we're gonna do. Yeah, we're gonna get that sorted out.

(Speaker A) And the gopro fence.

(Speaker C) Yeah.

(Speaker H) So those are.

(Speaker D) Those are dining. That's good. I'll move on to these proposals. You have a sheet here that kind of just breaks down everyone's pricing. We can get into details along with each individual vendor you have in front of you. You'll have floralons options given first. And they do not particularly coincide with this.

(Speaker C) Talking about this.

(Speaker D) This. Yep. And then on the actual thing on page 115 and 116 starts Floralon's actual proposals given to us for the work. The only difference between what was offered with the cypress is we dropped it to 30. Weber gave us a price for 30 gallons instead of 15 gallons. So that's why they came at 14, 250 compared to Prince at 11,250, which was for 15 gallons. Floralon said they can give us 15, 15, 30, 15 gallons for $7,755. They do note on the pond areas where they would put them just.

(Speaker A) Well, that was with the. The mulch, right?

(Speaker D) Yes. So they are. They're going to actually continue to add mulch, obviously, for when they. When the tree is placed in on top of it. So I will go. The board doesn't mind. I'll go over all of them just so you can kind of get an idea of who's doing what. Furthermore, they go into the incursion on the path on Indian River. That section back there, it's overgrown and reaching and reached into the fences. So the path actually isn't allowed to move. This floral on has a picture of it that I sent to them about on 120 of the area that would need to be cleaned up. This cleanup Under Prince was 4,000. Under Weber, they suggested 13, 3, 50. And then floral and said they could do it for 6700. All the same work was suggested, explained to them. Well, everyone had the same explanation of what needed to be done, that we needed to push this off the fences about 10, 10, 15.

(Speaker C) Why are those lovers so expensive?

(Speaker D) So when they came to it, again, same instructions on what needed to be done. They made a note that this is what it would cost them to go back there and clear out the area 15ft off of the homes. Something to think about. I know most Natasha floor along, most of them were kind of. Prince is obviously the lowest cross currently for trying to do this task. And then, of course, with the amenity center, this one does have a unique situation. Prince and Weber stuck with what was requested originally for Flax Elise Porter Carpets in different areas being fixed and changed about Floorlon. They're. They're. One of their main guys for development named Josh came out and he wanted to rework some of the landscape how we have it. He suggested that we put in stone around the palm trees.

(Speaker H) No.

(Speaker D) Okay.

(Speaker C) I don't think there should be mulch either. Mulch just gets thrown into the pool.

(Speaker H) And stone will be thrown in. So it's gonna harder for the Will be charged more from our pool cleaner to get the stone out.

(Speaker D) So the stones were actually supposed to be glued down if there was a type of glue that could hold. Hold it down.

(Speaker C) Yeah. It's like a spray glue.

(Speaker H) Landscape glue.

(Speaker D) That's a. Just a thought. I'm not saying either way.

(Speaker C) I feel like that could be.

(Speaker D) I mean in their proposal they do make a. Make a point about it placing rock and then. And adhering it. So it's a thought. Obviously if we don't want to do it, that's okay. I just told them that's what they felt like we could have that conversation.

(Speaker H) Yeah.

(Speaker E) Yeah.

(Speaker H) And that increases. Yeah, we can. Yep. We'll look at that.

(Speaker D) So. So that's what we'd be looking at overall with the three vendors. If we want to do any of these. Specifically the. I know we had a. There was some questions about 30 cypresses originally, but yeah, there's a lot. Would we still be interested in doing the 30 cypresses at all and if so, what vendor would you like to pursue?

(Speaker H) First off, is that. Are we talking for still this budget or we.

(Speaker A) No, we actually already started our new.

(Speaker D) Fiscal year.

(Speaker A) So any prior money has just stayed in the general fund. We didn't spend a lot for landscape enhancement or replacement this last year, but the board did budget 55,000 for the current fiscal year that just started October 1st. And you're not constrained by the budget per se because those funds rolled over.

(Speaker H) Got a long year to go. Okay.

(Speaker A) It's up to the board.

(Speaker E) Sure.

(Speaker F) Board.

(Speaker H) Discussion. And now we locked in. You know is any. Any of these prices contingent upon. Hey, if we do all three, this is the pricing or we can do prints to the amenity Weber does.

(Speaker D) No one. No one had stated that it was a contingency on that you need to do multiple projects.

(Speaker H) People don't forgive him to them. And hey, this.

(Speaker D) I told them that all proposals needed to be individualized so so that the board could choose what they wanted to.

(Speaker H) Do what they want. So then.

(Speaker I) Yeah.

(Speaker H) Just in Low numbers. Then, you know, the cypress, you know, floral lawn has got that. And then Prince would have 4,000 for that one. And then if we decided to do, you know, the amenity, then you're at 5,000 for there. So you know, then now you're only talking 16,000 as opposed to one SOG line for company, which the lowest was prints at 22,500. So it would be in the best interest. And again, board members of the board members, we don't have to do this all at once. We don't have to do anything. But yeah, that's just what we need to discuss to say who, what, where and if one of these line items is more important than the others or a priority which, you know, when we want to talk about our residents and what we're doing, maybe the encouragement, the pushback is actually maybe, you know, important because it really impacts probably 20 some odd houses, I would think.

(Speaker D) Oh, there's, there's 10 homes that are being invaded by. So there's. I know it's been dealing with it.

(Speaker H) For the last couple years, by the way. This isn't just like it happened.

(Speaker C) I mean that needs to be done.

(Speaker H) Yeah.

(Speaker C) 100%.

(Speaker H) I don't think that's a priority number one one based on hey, yeah, we have some diamond plants down at the mini center, but we have a beautiful pool still. It's not an urgent. And then even the cypress would be my third because it's like, okay, yes, we have that. We have some cover spraying of the lights. This as well, or this is just replacement.

(Speaker D) These are a whole separate ball game.

(Speaker H) If we need to attack, if we.

(Speaker D) Have to go through multiple trees to spray them, they're going to have to pull in other, other other things for treatment and I'll have to off. The Prince will have to come back and I mean we can have someone else do it. This is another thing to make a note of. If we do per. If we do go with any other vendor that installs the trees, it does get very complicated because they usually will not warranty the trees.

(Speaker E) Correct.

(Speaker D) Because they're not maintained the trees so that you can see the complication there.

(Speaker C) So again, cypress trees, do we need to do them?

(Speaker D) We do not need to do them.

(Speaker A) They're not required for any permit compliance.

(Speaker C) So then do we hold off for right now?

(Speaker H) So I my opinion, that's what as we say it. I think we would wait on that one because we're coming to our dry season.

(Speaker C) Yeah.

(Speaker H) And so if we do that, I think this needs to Be tabled into the beginning of our wet season. And then we go, hey, here we go. If we need to replace these, then now we do it because these, these we're talking about unirrigated. Yes, they're fine. They gotta get established. And then once they're established, they're good to go for the rest of.

(Speaker A) But I agree they may need pan watering if there's an unexpected drought period.

(Speaker C) And then the other problem too is like we're going through the bid process. We're gonna be going through the bid process with landscaping. So if we change landscapers.

(Speaker H) Good point.

(Speaker C) Floor lawn potentially could bid for us and we could move to them. So I agree with tabling it until the spring and then we can discuss it during. At that time at least we'll have be more than halfway through the year. Two in our budget. So if anything else, anything else pops up throughout the year. So I think we table the cypress, the mites, definitely. That needs to be figured out because then that's. If that doesn't get figured out, then that could cause us more money right down the road of fixing other plants. And that's the. The second column. Right.

(Speaker D) So the second column is the incursion, which is not the myse.

(Speaker H) That's just the wetlands.

(Speaker D) There's an Indian.

(Speaker C) We talked about that last month.

(Speaker A) Right.

(Speaker C) Okay.

(Speaker D) So that has to be pushed back like let's say roughly 10 to 15ft just to get it off of the residents homes. So we don't keep having the same issue. Prince came in at 4,000 to trim back the trees off of 10 homes. Floralon again is at 6,700. They took some time back there and actually really walked back there and they came up with that price for the work done because they said it's going to take a little bit of work to get a smaller machine to. It's not just cut the trees, it's make sure that it gets flat. Trying to get roots coming.

(Speaker C) And Prince was specifically just trimming the trees.

(Speaker D) Prince indicated they were going to trim the trees back. They hadn't clarified on if they were going to remove how much, how much, how far it was going to be flush cut or not.

(Speaker G) So now, now wait, there they are going on. When they take it out, they're going.

(Speaker D) To remove it because this is the next of the wetlands. It actually just goes back into the wetlands.

(Speaker H) Oh, goes into it.

(Speaker D) Just it back into kind of normal.

(Speaker C) Can we get Claire, is there a way to get clarification on like what Prince is specifically going to be doing? With that work.

(Speaker D) Yes, we can. We can talk. Ask them exactly how far they plan on pushing that off the. Off of the fence. Because they didn't give a full clarification on distance.

(Speaker H) Yeah.

(Speaker G) Make sure it's absent.

(Speaker D) So they. They. The intention was that they were going to push it back at least 10ft off the fences. But they didn't. In their. In their scope, they didn't actually give a clarification on that where the others did. We can. If we want to do it, we could put it on contingent that Prince is going to cut back the incursion by at least 10ft.

(Speaker H) Yeah.

(Speaker D) You could take.

(Speaker E) Not to exceed and then delegate authority to the chair to ultimate.

(Speaker C) Yeah, I feel like that'd be a good idea.

(Speaker D) Not floor alone would be the next option.

(Speaker A) So maybe not to exceed 6700 and that way you have either option.

(Speaker H) Yeah. To make sure there's good.

(Speaker C) I'm okay with that.

(Speaker B) Was that.

(Speaker A) That a motion supervisor sides.

(Speaker C) That's a motion.

(Speaker A) We have a motion to approve not to exceed the conservation line cleanup of 6700 with delegating authority to the chair to approve the final form of the proposal. We have a motion from supervisor sides. Do we have a second?

(Speaker D) Second.

(Speaker A) We have a second from supervisor Zimmerman. Any further discussion? All in favor of approval, say II.

(Speaker C) Which one's our favorite there?

(Speaker D) Well, they said hi.

(Speaker A) Promotion carries unanimously.

(Speaker D) The only thing is that the amenity center. I don't know what direction you'd like.

(Speaker A) To do with that, but this is when you would recommend they defer until they select a landscape service.

(Speaker D) It would. It would go up under one of those things. If you are going to have a new landscaper, you. You would want them to do with this.

(Speaker H) Yeah, that be a good idea.

(Speaker C) But how are we going to deal with the mite situation then?

(Speaker D) I will. I will speak. I've already brought it up to friends. I'm trying to get them to give me a proposal to spray the trees for treatment. Trying to pull off those mites within.

(Speaker F) A certain distance of the one that's.

(Speaker C) Yeah.

(Speaker A) To inspect.

(Speaker D) I want. The intention would be probably to spray all the cypress trees just to protect them overall from any mites that are going to get out and try to go to other places and find a new home.

(Speaker C) Okay. Yeah. Just because if they didn't see that that was what happened is happening. Then just want to make sure it's being.

(Speaker I) Do you.

(Speaker D) Would you. Do you want to give the chair the option to approve outside of a meeting so it can be done quicker before meeting.

(Speaker C) Yeah.

(Speaker A) If there's consensus on that, we'll work with the chair. When we get a proposal, anything that's approved by the chair outside of the meeting is brought back to the chair board for ratification.

(Speaker C) Yeah. I just feel like we shouldn't be waiting a month.

(Speaker H) Yeah. In the chair. Yeah.

(Speaker D) We'll have to.

(Speaker H) I don't think we can put a.

(Speaker A) She's specific, but yeah, we're. We don't have any context for the cost chair.

(Speaker H) Again, be aware of the cost. And so it exceeds the common. I don't know what the word would be, but yeah.

(Speaker D) The only other proposal I have attached is the original benches. I'm going off of a map that was given to me and tended by Tom on some good locations. These are the four locations at the north section on the large lake, down on the south section away from other benches, and then down at the final place.

(Speaker C) One's wrong.

(Speaker D) One's wrong.

(Speaker C) So remember how we said that we were going to put one in the park right here already?

(Speaker D) Okay.

(Speaker C) Okay. I'm sorry. Sorry, sorry.

(Speaker A) So I'm like, I was confused here for a second.

(Speaker D) Tom was really gracious to really find some good points and it was excellent. So I made sure we re. Updated those dots where benches were not right. There's a bench here and a bench up here. So I wanted to just confirm the map and everything. And then we're still. We're good with that. Yeah.

(Speaker A) At last month's meeting, the board approved the proposal and we're just confirming the locations with the board because we did get electronic mail regarding the locations from the board member.

(Speaker H) And then with the benches. It was brought up by several of the. The dog park we're going back to. I wanted to wait for this with these benches to possibly move the. One of the existing dog park benches now in the large to the other side.

(Speaker D) To the small side.

(Speaker H) No, still inside the large. But on the other side of the. Inside of the large dog park. So consensus is they get the shade from the wetland trees.

(Speaker D) Oh. So move it from the.

(Speaker H) And it's away from the run.

(Speaker D) Move it from the shared side to the. Where the trees are. Okay. Yeah.

(Speaker H) And it actually makes sense. I've been there several times now as I move it.

(Speaker D) Okay. Yeah, that makes sense.

(Speaker F) Would it be more cost effective to move it than to just put another one?

(Speaker H) Yeah, well, the one way we want to move because the work that we're going to do here. Yeah.

(Speaker F) I'm just asking a question.

(Speaker I) Yeah.

(Speaker C) But that does kind of make. That does just Just for instance, that does kind of raise because this pond right here already has a bench on it. So why wouldn't we just take that bench and put it in the dog park in the large spot? So there's more. Because I feel like the large dog park gets used more than the small one. So then that's more seated.

(Speaker A) And there's more.

(Speaker C) Then that way there's more seating in there.

(Speaker H) Because if you have seen or haven't since I've toured the area, residents have put, like, temporary chairs in there.

(Speaker C) Okay, so that's what we should do.

(Speaker D) So which one?

(Speaker A) That one right there.

(Speaker D) This one extra.

(Speaker C) That one you're gonna move.

(Speaker D) So you. We would say no to this one.

(Speaker C) Yes.

(Speaker D) And then place it roughly about there.

(Speaker C) Yeah. In the big dog park.

(Speaker H) That's why I think the dog people will like that.

(Speaker F) I've gone by there in the evening.

(Speaker H) And that place is packed.

(Speaker D) Yeah, I know.

(Speaker C) That's why I think, because that pond already has one on it. It just makes the most sense. And that way it's more seating in there for people. And.

(Speaker H) And then I also put all the.

(Speaker D) Just.

(Speaker H) Can we clarify again for the product. I know that sometimes we have your mind, the cleaning that the emptying of the dog weighs.

(Speaker D) Two days a week.

(Speaker H) Two days a week.

(Speaker A) Do we need to have our proposal to increase the service docs?

(Speaker E) No, it's not.

(Speaker D) It's.

(Speaker H) If it's two days a week, can.

(Speaker C) We just make sure they're doing it two days a week?

(Speaker H) Yeah, can you just make sure they're.

(Speaker C) Doing it two days a week?

(Speaker H) I can have them just remind.

(Speaker D) I can send an email, let them know that Mitchell was on this.

(Speaker G) In other words, it must be a problem.

(Speaker H) Yeah. Yeah. It definitely seems like it's not empty.

(Speaker D) But if we're going to. But I mean, if they're coming two days a week and in between, there's a ton of dogs coming in and it fills up.

(Speaker H) They don't come within. Yeah, two days. Even if it's three days in between, which it would be. It shouldn't be full to the top and the rear.

(Speaker E) Rear.

(Speaker H) One of the large ones the farthest is like. Like almost full. Was almost full last week when I went and did this with somebody brought it up and I was like, I'll.

(Speaker D) Have a. I'll have a conversation with them making sure that our janitorial staff has been good about doing this. Pretty good. But I'll speak with them and see if.

(Speaker H) Yeah, just to remind that. Hey, make sure you're getting both. All of those that are in there, not just the ones right inside the. Inside.

(Speaker C) Yeah. Because there's three of them, Right?

(Speaker H) Should be, because there's one in the.

(Speaker C) Small part and then two in the large. So just make sure that they're getting all three of them.

(Speaker D) Yes, I'll make sure they have that. The only last thing I'll go for is just on medulla with Prince. Last time we spoke, you guys didn't seem like you wanted them to spray. You want them to. Do you want them to edge the medulla fences?

(Speaker C) I want the grass.

(Speaker D) No, I know. I just want to. I want to have.

(Speaker A) I want to make sure whatever we're.

(Speaker D) I want to make sure we have a clear thing on what we're going to tell them to do. Because their issue is that they're concerned for liability purposes on their end.

(Speaker C) I understand that it's a liability, but it is our property and they shouldn't be damaging.

(Speaker D) They may want a waiver saying that we'll be responsible for the fences that are the districts to be repaired. Is that fine to be. Or how would you like to do with that? If that comes up?

(Speaker H) Who. Who determines? Yeah. If a mower did run through and they go up, well, you signed away. We're not liable for any deal.

(Speaker D) I'm just trying to get ahead of any. Understood.

(Speaker A) Yeah.

(Speaker H) And that's where I. Yep.

(Speaker C) Why have they mentioned something like that?

(Speaker I) So.

(Speaker H) And going back to the current contract that we're under, and I know it does say to take care of, you know, special care. Special care around trimming.

(Speaker C) That's special care.

(Speaker H) Take special care.

(Speaker D) We don't.

(Speaker H) We shouldn't be able to be needing to send a. Sign a waiver based on where this wording is right now.

(Speaker C) If the wording specifically says it's. They were not like, supposed to be doing it, period. Then that would make more sense. But nowhere in the policy does it say that they shouldn't be doing it. Am I correct on that? That's right.

(Speaker A) It doesn't say should not.

(Speaker C) It should be that they should be taking special care of it, which would mean being a reputable company that they are. They should be taking care of the trimming that they're doing, not damaging property. So that's my whole thing.

(Speaker D) If they're not willing to. Sorry, I just want to make sure all the ducks are in a row when we get there. If. If we're not going to sign a possible waiver.

(Speaker H) If we tell we're not signing the waiver.

(Speaker A) Right.

(Speaker D) If the. If they ask about who is responsible for the replacement of the fence. Can it be stated that we can. We can.

(Speaker E) If that question is posed to the district, bring it to us and we can evaluate them.

(Speaker G) He'll tell them, be professionals and not weed. Hey, here's the other thing about spraying. And I've noticed with others when they spray, it's all fine. They'll die.

(Speaker H) All of them don't die.

(Speaker G) Then you start, you have these sprouts all over the place that we don't go back and weed eating because you.

(Speaker H) Think it was sprayed it.

(Speaker G) So weed eating is better than just to be done.

(Speaker F) Some of the sprays killed the. The grass is along the pond.

(Speaker D) Okay, okay, not a problem. I just wanted to make sure I had any. Anything that might come up in clarification. But besides that, that's everything.

(Speaker H) I appreciate it.

(Speaker C) All right.

(Speaker A) If there's no other questions for field, we'll move on to district managers. I do have one item for board action, which is the check register. But in advance of that, I just want to bring something to the board's attention. We're getting persistent communication from public safety groups and Polk County Roads and Services regarding the Medulla gate onto Ewell Road. They're asserting that that gate should be locked at all times and only the fire department or EMTs should be able to open it. They have provided the CDD with information on how to pay for the locks for that gate. Because we've had some, some security challenges with keeping that gate locked, we are seeking some additional feedback from our district engineer as well as a specialty service provider who can work in concert with Lakeland Police Department. So for your next scheduled meeting, it may be very likely that we have a brief closed security session as it would relate to the district security system and how that that gate could potentially be secured. This is not something that the CDD wants. This is something that's being insisted on by the city of Lakeland and by Polk County.

(Speaker C) Can I ask, and I don't, I.

(Speaker A) Don't want to say it's not that the CDD wants, but it's, you know, it's.

(Speaker F) Is it clear whose responsibility it is to maintain a lock on that system?

(Speaker A) So we have done extensive research on the ownership and maintenance assignments for that little parcel. And the cdd, you know, pushed back a little bit to see if the city of Lakeland or Polk county would take responsibility to secure the gate since it is an emergency service vehicle only gate. Ultimately, they're asserting its CDD responsibility based.

(Speaker C) On the development plan, but didn't we turn over the roadways to them.

(Speaker A) That portion was excluded from the conveyance.

(Speaker C) Of course it was.

(Speaker A) I know, I'm sorry. I don't mean to seem. It's just a very challenging.

(Speaker C) Oh, trust me, I get it. I'm a homeowner back there and I hate it.

(Speaker F) Here's a question, sort of looking down the road a little bit. When the Medulla extension is finished to connect the uhl, is there any reason to keep that gate accessible at all?

(Speaker A) That would be an answer from Polk county because Ewell Road improvements would be a Polk county project. But I think that this is a case where residents and citizens can get ahead of it and put in their request that that gate be, you know, opened and that the appropriate intersection improvements are done when that road is improved. Because I think that's what they're waiting for is road improvements on road. Yeah.

(Speaker I) Okay.

(Speaker H) So it's a future long term plan of the city of Lakeland for what?

(Speaker C) For them to keep that.

(Speaker H) To make improvements on your. Yeah, yeah, yeah, there's.

(Speaker A) But apparently, yeah, I believe it's citizen.

(Speaker H) They.

(Speaker D) They would.

(Speaker H) They would make improvements at different intersection signals and things like. Like that. So the long term. But again, long term with county and city planning literally means, you know, years and years.

(Speaker A) Yeah.

(Speaker H) So that's why that.

(Speaker A) And apparently there are citizens who live on Yule Road who persistently communicate with county officials that that gate is supposed to be locked.

(Speaker C) So even though there's no houses right across from it. No sense.

(Speaker A) I've looped the chair into some of the communication from the county and city of Lincoln and we want to be good partners. Right. With the county and the city to the best extent.

(Speaker C) So. Okay.

(Speaker A) But.

(Speaker C) But I just.

(Speaker A) If you do see closed section on session on an upcoming agenda, we'll circulate any proposals and information that will be reviewed by the board under separate cover and that would be confidential and exempt from public disclosure.

(Speaker B) Okay.

(Speaker A) So just a note on that may be ready in time for the next meeting. The next item under district manager's report on page 133 of your agenda packet is your check register from August 23rd to September 24th, 2025. You'll see that all of these items are out of the general fund, the total amount being $92,975.41. Immediately following the summary is a detailed check register. Happy to answer any questions. If there's no questions, is there a motion to approve as presented?

(Speaker H) Motion to approve.

(Speaker A) And a second.

(Speaker C) I'll second.

(Speaker A) All in favor of Approval say aye.

(Speaker H) Aye.

(Speaker C) Opposed?

(Speaker A) Motion carries. Unanimously. All right, the next item is the balance sheet and income statement. These are your unaudited financials through August. So this is the penultimate month of the fiscal year. You'll see that the district obviously is fully collected. You're running right on par with expenses for the administration of the district. And the board has done an excellent job controlling expenses.

(Speaker C) Overall.

(Speaker A) You're coming in a little bit under budget with one more month and a few more struggle invoices for August.

(Speaker C) That's good to hear.

(Speaker A) Any if there's any questions? Happy to answer, but no board action is required. Do we have any supervisor requests?

(Speaker H) I did have another one just to keep it in mind or maybe do a. Another research for solar lighting possibly at our playground, our main playground and in the dog park. I don't know if that should be.

(Speaker A) A thing, but so I, I will just mention that sometimes the insurance company doesn't want to encourage activity after dark. The playground hour, dog park hours are down.

(Speaker H) I did talk to the resident and that one was, well, we either really light it up because then if you.

(Speaker D) Have.

(Speaker H) Not so a dark spot or whatever like that, then we may be held light because it's not lit up. But 8 o' clock at night and.

(Speaker A) Well, it closes at dusk. Right. So that's closes at dusk.

(Speaker H) Yeah, they're concerned with. Now we're coming up on daylight savings. So at five o' clock everything's dark.

(Speaker A) Absolutely. The board can consider that. But I do want to make you aware that our insurance company in the past, from an insurance liability perspective, has not wanted to create what seems like an inviting opportunity, you know, to be somewhere that's lit up.

(Speaker H) When it is, then you're discussing directly like playground wise, but both dog park.

(Speaker A) Both.

(Speaker H) Right, both.

(Speaker A) Yeah. Because they're both open dawn to dusk.

(Speaker I) Okay.

(Speaker A) But again it's a policy issue that's up to the board.

(Speaker H) That's okay. Yeah, that's what this is about. To bring it up and then board members you can think about.

(Speaker C) I can see more the dog park than the playground. Yeah, the playground.

(Speaker A) Yeah.

(Speaker H) I was thinking about it after the.

(Speaker C) Fact that yeah, I would say let's not do the playground, but I definitely think it could be a discussion for the dog park. Cuz I mean like really, I mean people that go to the dogs and.

(Speaker H) Some of the, some of the discussion was it's actually would be nice because then it's after sun goes down where it's not too hard for the dogs to go out. Yeah, good point. But Then you have mosquitoes. And it'd be up for them to have bug control, but it's like you get goods and bads. Yeah, this is about. So maybe we can bring this up at another later. But it's in board members minds.

(Speaker A) So do you want to see a proposal though for solar lights at the dog park?

(Speaker H) Yeah, if we could just. So we have that. So then that way it could be tabled and that way we have something for to discuss it with residents.

(Speaker D) Maybe one at each corner of your dog park.

(Speaker H) I would think so. That really makes sense.

(Speaker C) I think that would be a good idea.

(Speaker H) Yeah. And that way we have it for residents. That way we will. We can approach that at another time.

(Speaker I) Thank you.

(Speaker A) What other supervisor requests?

(Speaker C) I don't have anything.

(Speaker A) Motion to adjourn.

(Speaker H) Motion to adjourn.

(Speaker A) And a second.

(Speaker C) Second.

(Speaker A) All in favor of adjourning say aye. We clearly all want to. Motion carries.

(Speaker C) Unanimous.

(Speaker H) Thank you, everybody.

(Speaker G) Hey, sorry I was lay out last.

(Speaker A) I have documents for you. Chairman. Yes, his side. Have a good evening.

(Speaker C) Thank y'.

(Speaker H) All.

(Speaker A) Your nails are great. Oh, thank you.

(Speaker C) I know I did something different.

(Speaker A) I like the color. I like that. Yeah.

(Speaker C) Thank you.

(Speaker A) Hey, how are you, Mr. Murie? Good.

(Speaker H) I knew nothing.

(Speaker A) For the legal agreement. So just send back what they approve.

(Speaker D) Because.

(Speaker A) There were some provisions that the board had for the approval of this kitchen. Perfect. And then I have a new sketch to send you. Ultimately, there will be a recorded access easement. But the only impact is that it gives the district the legal right.

(Speaker D) So.

(Speaker I) Oh, thank you. Appreciate that. You as well.

(Speaker D) Yeah, thank you.

(Speaker H) But you look like. Good, Professor.

(Speaker E) Thank you so much.

(Speaker C) Impressive.

(Speaker E) Thank.

(Speaker D) You.

(Speaker H) Yeah. That one doesn't need to. The both of these needs witness. Looks like.

(Speaker C) Yeah.

(Speaker D) And.

(Speaker A) Yeah. So just.

(Speaker C) Let's see. That's it.

(Speaker G) I've been here. Keep it down.

(Speaker D) Yeah.

(Speaker A) That. Well, we need to. But Alan will be. You can do this one.

(Speaker D) Oh, good.

(Speaker A) Okay. Perfect. There is the house on White Ingrid.

(Speaker H) White Ingrid.

(Speaker A) So yeah. There's a hospital rental.

(Speaker D) Okay.

(Speaker A) So they addendum that you set up the signature walks. This does not need to be witnessed or anything. Right. This is all for.

(Speaker H) The.

(Speaker E) Work.

(Speaker F) Well, just like we have.

(Speaker A) Getting on the.

(Speaker D) That's the first time a robot.

(Speaker E) I don't know what her WI fi situation is, but anytime it rains for her, you just can't hear.

(Speaker D) She's struggling. That.

(Speaker H) Yeah.

(Speaker F) So all of our.

(Speaker H) But then it's like, well, I'm moving and they're moving and I guess they're not moving because they're real Yeah, I know, right?

(Speaker A) And that section has been really quiet.

(Speaker B) Nice.

(Speaker A) Everybody gets a wall all of a sudden.

(Speaker C) This is like.

(Speaker H) Oh, yeah, that's how happens with that one. Yeah. You can now what's called Nikki over at Town park your hoa. See, like things are covered in hoa. They're different than Lake Illinois. See, technically they're pretty close to like what our HOA is where excessive noise that can be heard from is not allowed. So that's what HOA is about. It's like, hey, it's nitpicking. Well, guess what? This is why. This is why we can't. I understand it's a year of a birthday party. Oh, yeah. It was understood as well.

(Speaker E) I don't know.

(Speaker G) It wasn't English.

(Speaker E) Maybe they're Irish or something.

(Speaker I) I don't know.

(Speaker A) No, they're not Irish.

(Speaker D) Why, do you have a problem?

(Speaker H) Yeah, over there. That. Yeah, I mean, we'll see. I hear she doesn't respond sometimes, but I mean, I think she knows you guys.

(Speaker G) I have a suspicion in an angry.

(Speaker H) Cell phone at some point. I understand that one of the problems. Yeah. But we had a few vacuum in ours in pre bor. But accident.

(Speaker C) That's good.

(Speaker H) It's always cars, cars.

(Speaker A) I've got all this. Took my time getting everything cleaned up organized. Can I take a set of everything for the rop or that you already sent Britney?

(Speaker D) I haven't sent this off to Brit, so. So this. I gotta update the map, but this is some internal stuff. So the 4,000 is within. Yeah, he's good. I'll send an official email about it.

(Speaker A) Okay. And there are contracted service providers in those that are. Agreement needed. Right. Okay. Of course. Whatever you want. You're the attorney, so always better safe. And this we're good to go with. No, no, no. Agreement, Right. For gms. For the.

(Speaker C) What? I was.

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